

## FRANCHISE DISCLOSURE DOCUMENT



**QUALITY IS OUR RECIPE, LLC**  
(a Delaware limited liability company)  
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www.wendys.com

## Quality Is Our Recipe, LLC

The franchisee will operate a Wendy's quick-service restaurant (the "Wendy's Restaurant" or the "Restaurant") which offers a limited menu of prepared to order food, including hamburgers, chicken sandwiches, breakfast sandwiches, and complementary items.

The total investment necessary to begin operation of a Wendy's Restaurant will vary depending upon whether the property is purchased for cash, financed or leased, as well as other factors, but it normally ranges from \$1,187,500 to \$3,693,000 if you purchase for cash, \$556,500 to \$1,135,000 if you finance, and \$329,500 to \$647,500 if you lease (see Item 7). This includes an amount between \$0-\$55,000 that must be paid to the franchisor or its affiliates.

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 government agency has verified the information contained in this document.

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

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

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## How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
<b>How much can I earn?</b>	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 10 or <i>Exhibits S-1 or S-3</i> .
<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 <i>Exhibit T</i> 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 Wendy’s 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 Wendy’s franchisee?</b>	Item 20 or <i>Exhibits S-1 and S-3</i> 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 requirements, or to contact your state, use the agency information in *Exhibit J*.

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 requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Ohio. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Ohio than in your own state.

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

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## EXHIBITS

A	State Administrator List
B	The Franchise Agreement (with Ownership Acknowledgment and Guaranty attached as exhibits), and various State Addenda
C-1	Development Agreement
C-2	Groundbreaking Development Agreement
C-3	Amendment to Development Agreement
D	Relationship Agreement
E	New Build Minimum Requirements
F	Remodel Minimum Requirements
G	Refresh Minimum Requirements
H	Refresh Lite Minimum Requirements
I	Renewal Agreement
J	Agents for Service of Process
K	Preliminary Letter Agreement
L	Project Management Agreement
M	REPP Letter of Agreement (with Release, Sublease, and Project Management Agreement as exhibits)
N	Build to Suit Letter of Agreement (with Release, Guaranty, Sublease, and Franchise Agreement Addendum as exhibits)
O	New Restaurant Development Incentive Program Addenda
P-1	Drive Thru Only and Drive Thru Only+ Early Adopter Agreement
P-2	Global 2.0 Freestanding Drive-Thru Early Adopter Agreement
Q	Financing Documents
R	Table of Contents of Operations Standards Manual
S-1	List of Outlets by State
S-2	List of Franchise Agreements Signed but Outlets Not Open
S-3	List of Former Franchisees
T	Financial Statements
U	Wendy's Technology Products and Services Agreement
V	WenDigital Products and Services Agreement

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

**About The Franchisor**

The franchisor is Quality Is Our Recipe, LLC. To simplify the language in this disclosure document, “Quality”, “we” or “us” means Quality Is Our Recipe, LLC, the franchisor. Quality is a Delaware limited liability company formed in April 2015. Quality does business and intends to do business under the names “Wendy’s” and “Wendy’s Old Fashioned Hamburgers.” Quality’s principal business address is One Dave Thomas Boulevard, Dublin, Ohio 43017. Unless indicated differently, all dollar amounts referenced in this disclosure document will refer to U.S. dollars.

One of our predecessors and intermediate corporate parents is Wendy’s International, LLC (“WIL”), an Ohio limited liability company which has been doing business since November, 1969, when it opened its first Wendy’s Restaurant in Columbus, Ohio. From its inception through December 31, 2013, WIL did business as a corporation as “Wendy’s International, Inc.”; it converted from a corporation to a limited liability company -- Wendy’s International, LLC -- on December 31, 2013. As a result, references in this disclosure document to Wendy’s International, LLC, for events preceding December 31, 2013, are to Wendy’s International, Inc. WIL’s principal business address is One Dave Thomas Boulevard, Dublin, Ohio 43017. WIL offered franchises for Wendy’s Restaurants in the United States between 1971 and June 1, 2015, the date the financing transaction described below became effective. We became the franchisor of Wendy’s Restaurants in the United States on that date.

We also became the franchisor of Wendy’s Restaurants outside of the United States (except in Canada) on June 1, 2015. Before that date, our predecessors Wendy’s Global, Inc. and Wendy’s Global Restaurants, LLC granted franchises for Wendy’s Restaurants in countries other than the United States and Canada. Both entities maintained their principal place of business at One Dave Thomas Boulevard, Dublin, Ohio 43017.

The Wendy’s Company (“Wendy’s Co”) is our ultimate corporate parent and Wendy’s Restaurants, LLC (“Wendy’s LLC”) (previously “Wendy’s/Arby’s Restaurants, LLC” until July 5, 2011) is one of our intermediate corporate parents. Both entities are located at One Dave Thomas Boulevard, Dublin, Ohio 43017.

Wendy’s SPV Guarantor, LLC (“WSPVG”), a Delaware limited liability company that was formed in April 2015 in connection with the financing transaction described below, is our other indirect corporate parent. WSPVG’s principal business address is One Dave Thomas Boulevard, Dublin, Ohio 43017.

Our direct corporate parent is Wendy’s Funding, LLC, a Delaware limited liability company formed in April 2015 in connection with the financing transaction described below. The principal business address of Wendy’s Funding, LLC is One Dave Thomas Blvd., Dublin, Ohio 43017.

**The Financing Transaction and the Management Agreement**

On June 1, 2015, Quality’s predecessor, WIL, engaged in a securitization transaction which resulted in repayment in full (or the funding of a deposit towards repayment in full) of its senior secured credit facilities and the establishment of a new securitized financing facility (“Securitization Transaction”).

A securitization financing involving a franchisor, such as Quality’s predecessor WIL, requires a franchisor to restructure itself and form new entities. Immediately upon the closing of the Securitization Transaction, the new franchisor of Wendy’s Restaurants in the United States and internationally (except

Canada) became Quality, which had contributed to it and became the owner of all existing and future Wendy's Franchise Agreements and Development Agreements, and began to serve as "franchisor" of the Wendy's franchise system, for Wendy's Restaurants in the United States and all international jurisdictions except Canada. Quality also had contributed to it and became the owner of substantially all existing and thereafter acquired United States, Canadian and international Wendy's intellectual property related to the Wendy's brand (including all trademarks, serve marks, patents, copyrights, trade secrets, confidential or proprietary information, all social media account names or identifies and all registrations related thereto) (see Items 13-14 of this disclosure document for detailed information regarding the Wendy's trademarks, service marks, patents, copyrights and proprietary information). Following the Securitization Transaction, Quality, as franchisor of the Wendy's brand, has received all Wendy's franchisee payments (including initial franchise fees, royalties and any payments paid or owed by Wendy's franchisees related to financing notes or other financing agreements entered into by them with WIL) from franchised Wendy's Restaurants in the United States and internationally (except Canada).

Following the closing of the Securitization Transaction, and under a Management Agreement between WIL and Quality which was entered into at the time of the Securitization Transaction, WIL has, at all times acting on Quality's behalf, discharged all of Quality's duties and obligations under Wendy's Franchise Agreements governing Wendy's Restaurants in the United States, its territories and possessions (and all international jurisdictions except Canada), including: discharging all of Quality's obligations to franchisees; managing the Wendy's system; marketing, offering and negotiating new and renewal Wendy's Franchise Agreements (in WIL's capacity as Quality's "franchise broker"); furnishing assistance to Wendy's franchisees in the United States, its territories and possessions (and all international jurisdictions except for Canada); implementing Quality's quality assurance programs; and otherwise, on Quality's behalf, discharging and fulfilling all duties which Quality owes under franchise agreements governing Wendy's Restaurants in the United States, its territories and possessions (and all international jurisdictions except Canada).

In connection with the closing of the Securitization Transaction, all of WIL's senior officers were appointed Quality's senior officers (in the same capacities). As post-securitization manager of the Wendy's system, WIL has also continued to fulfill its duties to the Wendy's national advertising governing entity, WNAP (see Item 11 of this disclosure document under the subheading "Advertising and Promotion").

Also following the closing of the Securitization Transaction, WIL has continued to employ all of the persons who provide services to Wendy's franchises on Quality's behalf pursuant to the terms of the Wendy's Franchise Agreement (and who in the past provided services to franchisees when WIL served as franchisor of the Wendy's system). If WIL at any time fails to perform its obligations to Wendy's franchisees under the Management Agreement WIL entered into with Quality, then WIL may be replaced as manager of the Wendy's franchise system. However, as franchisor, Quality will always be ultimately responsible for ensuring that all duties and obligations owed to Wendy's franchisees under their Wendy's Franchise Agreements are fulfilled.

Following the closing of the Securitization Transaction, Quality became a direct, wholly-owned subsidiary of Wendy's Funding, LLC, a newly formed, special purpose Delaware limited liability company and an indirect, wholly-owned subsidiary of WIL, which issued the securitization financing notes to investors. Further, WSPVG, a newly formed, special purpose Delaware limited liability company and an indirect, wholly-owned subsidiary of WIL, is the holding company of Wendy's Funding, LLC. Certain subsidiaries of WIL also contributed assets to the Securitization Transaction. Quality, Wendy's SPV Guarantor, LLC and any other subsidiaries of Wendy's Funding, LLC guarantee the financing indebtedness assumed by Wendy's Funding, LLC.

As manager of the Wendy's system following the closing of the Securitization Transaction, and pursuant to the above-referenced Management Agreement entered into between WIL and Quality, WIL will be responsible for the overall management of the business of all of the entities identified herein, including administering collections, franchising, marketing, real property, intellectual property, and operating and reporting services on their behalf. The businesses of these previously identified entities generally includes the development and franchising of Wendy's Restaurants.

On January 17, 2018, Wendy's Funding, LLC completed a refinancing of the Securitization Transaction. The proceeds from the refinancing transaction were used, in part, to repay certain notes issued in connection with the June 2015 Securitization Transaction. The refinancing transaction did not result in any changes to the structure of Wendy's Co. or any of its subsidiaries, including WIL and Quality.

On June 26, 2019, Wendy's Funding, LLC completed a second refinancing of the securitization transaction. The proceeds from the refinancing transaction were used, together with cash from Wendy's Co.'s balance sheet, to repay certain notes issued in connection with the June 2015 securitization transaction. The refinancing transaction did not result in any changes to the structure of Wendy's Co. or any of its subsidiaries, including WIL and Quality.

On June 22, 2021, Wendy's Funding, LLC completed a third refinancing of the securitization transaction. The proceeds from the refinancing transaction were used to repay certain notes issued in connection with the June 2015 and January 2018 securitization transactions. Remaining funds will be used for general corporate purposes, which may include funding for growth initiatives, return of capital to shareholders, or additional debt retirement. The refinancing transaction did not result in any changes to the structure of Wendy's Co. or any of its subsidiaries, including WIL and Quality.

## **Our Franchises**

Quality grants franchises for the operation of Wendy's Restaurants, Quality and/or its affiliates also own and operate Wendy's Restaurants ("Company Restaurants") and on occasion lease and sell Wendy's Restaurants as well as other real estate interests owned by Quality and/or its affiliates. The only franchise currently offered by Quality is a franchise to own and operate Wendy's Restaurants. Quality has not offered franchises in any other line of business. As of January 2, 2022, there were 5,938 Wendy's Restaurants operating in the United States and 1,011 Wendy's Restaurants operating outside the United States (including U.S. territories). Of the total Restaurants in the United States, 5,535 are franchised and 403 are company operated. R. Dave Thomas was the founder of Wendy's.

The person (or persons) who signs a Franchise Agreement with Quality will be referred to in this disclosure document as "you." Certain provisions of the Franchise Agreement will also apply to your partners (if you are a partnership), to your shareholders (if you are a corporation), to your members (if you are a limited liability company), and to certain other parties involved in your business, like guarantors, managers and operators. You will be required to operate your Wendy's Restaurant in accordance with the Franchise Agreement and Quality's standards and specifications. The Franchise Agreement is attached to this disclosure document as *Exhibit B*. A franchisee may be required to enter into either a Development Agreement (*Exhibit C-1*) or a Groundbreaking Development Agreement (*Exhibit C-2*) (each a version of Quality's "Development Agreement") in some situations, such as the purchase of a Company Restaurant from Quality and/or one of its affiliates, or in other instances. In addition, a franchisee may be required to sign a Relationship Agreement (*Exhibit D*) in some situations, including the purchase of a Company Restaurant from Quality and/or one of its affiliates, significant transfers of interest, and joint capital and market plans in which Quality and/or one of its affiliates is providing consideration or accommodations.



## The U.S. System Optimization Initiative

Quality supports a System Optimization initiative designed to facilitate franchisee-to-franchisee transfers of Restaurants, as well as the evaluation of strategic acquisitions of franchised Restaurants and strategic dispositions of Company Restaurants to existing and new franchisees to further strengthen the franchisee base, drive new restaurant development and accelerate image activation adoption. Image activation includes innovative exterior and interior restaurant designs, products, procedures and standards (“Image Activation”).

As part of System Optimization, if Quality approves you to do so, you may participate in Quality’s Franchise Flip program whereby you acquire your Wendy’s Restaurant(s) from a selling franchisee and Quality facilitates the transfer of the Restaurant(s) to you. Franchise Flip transactions typically involve the sale of multiple Restaurants by an existing Franchisee. In the Franchise Flip program, Quality’s appointed management personnel assist in the transaction for the purchase of the Restaurants by providing due diligence and valuation services as well as deal oversight and transition management. Approved buyer/new franchisees receive new franchise agreements for the Restaurants and may be required to execute Quality’s Relationship Agreement and a Development Agreement in connection with the transaction. The Development Agreement provides for the development of a specified number of Wendy’s Restaurants within a defined geographic area according to a development schedule. For each Restaurant opened under the Development Agreement, the developing franchisee must sign Quality’s then-current franchise agreement. Qualifying franchisees that are approved to acquire Restaurants through the Franchise Flip program are determined based upon financial health, adequacy of infrastructure and resources, access to capital, and minimal recent acquisition activity. Existing Wendy’s Franchisees are also evaluated based upon brand engagement and leadership, compliance with brand initiatives, participation in brand-recommended marketing initiatives, including promotions at brand-recommended pricing, operational history (including facilities analyses and upkeep), and historical compliance with Wendy’s contractual obligations.

Your Wendy’s Restaurant must be built to Quality’s current image specifications as to exterior trade dress and interior decor. Most existing Wendy’s Restaurants are freestanding brick buildings which are uniform in design and appearance, have single or double drive-through windows, and provide parking for approximately 20 to 45 cars. Some are non-traditional locations, like delivery kitchens, hospitals, airports, shopping malls, travel centers, and mobile vessels or carts. The typical freestanding Wendy’s Restaurant has preparation and serving areas and a dining room with a capacity for 25 to 80 or more persons. Wendy’s Restaurants are designed to serve food made to order, provide prompt service, and handle high volumes of customers both inside the Wendy’s Restaurant and from the pick-up window.

If you build a new Freestanding Restaurant, an in-line or non-traditional Restaurant, you must build the Wendy’s Restaurant with one of our approved Image Activation building designs. The Image Activation standards include interior and exterior building designs, reimagining standards, and various systems, equipment, and products, which are intended to enhance the total customer experience at Wendy’s Restaurants. Image Activation standards are evolving as we and our affiliates continue to build and reimagine Wendy’s Restaurants under Image Activation and our franchisees also begin to complete reimagining and new restaurant development under Image Activation standards. In 2022, the principal Image Activation designs for new restaurant construction or for “scrape and rebuilds” are the Smart Family of designs. The Smart Family of designs offers (4) seating capacities. The 65-seat design utilizes a double-line sandwich station and the other designs include a single-line sandwich station. When you are reimagining your Restaurant, the principal Image Activation designs are Remodel, Refresh, and the Refresh Lite designs, all of which incorporate design elements borrowed from our Smart Family of designs. The designs that are available for reimagining depend upon the sales levels at the Restaurant being reimaged (see this Item 1 and

Item 6). You may choose to add various pre-approved upgrades to the Smart Family, Remodel, Refresh, and Refresh Lite designs, which will increase the cost to build, scrape and rebuild, or reimage the Wendy's Restaurant. The Smart Family of designs and any available upgrades are described in Item 7 and on WeConnect (defined below), in addition to *Exhibits E, F, G, and H* of this disclosure document.

### Reinvestment and Restaurant Reimage Requirements

Wendy's franchisees are required to reimage 70% of their existing Restaurants by the end of 2022, 85% by the end of 2023, and 100% of their Restaurants by 2024. Under the franchise agreement (*Exhibit B* to this disclosure document), Quality requires that franchisees refurbish and remodel all of their Restaurants once every ten years, and again before renewal.

All Restaurants must be reimaged under the Remodel, Refresh, or Refresh Lite designs. All 2022 Image Activation Remodels, Refresh, Refresh Lite, scrape and rebuilds, and gut and rebuilds are eligible for an Image Activation Program Renewal, provided that the Restaurant is under construction on or before January 1, 2023. Under this program, you may elect to renew your Franchise Agreement at the time your Restaurant's reimage is completed and receive a new Franchise Agreement (with a term of 20 years, *plus* an additional renewal right), for approved Refresh, Refresh Lite, or Remodel work. If your reimage is a scrape and rebuild or gut and rebuild and you elect to renew, the new Franchise Agreement's initial term will be, at your option, 20 or 25 years. A copy of the Renewal Agreement is set forth as *Exhibit I*. You are responsible for all renewal fees. You must elect to renew your Franchise Agreement within 12 months after the reimaging of your Restaurant is completed to obtain an Image Activation Program Renewal.

Finally, if you participated in our joint capital plan program that ended December 31, 2021, you have until June 30, 2022 to have one final reinvestment plan fully executed to apply any remaining banked years. You may add up to five of your remaining "banked" years to your new franchise agreement (to a maximum of 25 years total) and/or add up to two "banked" years to other franchise agreements (which may be used to extend the term through 2024 at the latest). Image Activation Program Renewals are not available for food court and airport locations, nor for TimWen reimages. More information about Image Activation Program Renewals is available by contacting Wendy's Franchise Development Department.

Quality will provide to each Wendy's franchisee further information and a listing of its franchised restaurants. The franchisee must select which of its Restaurants to reimage in order to fulfill the reimaging requirement for 2022, and must timely communicate those selections to Quality.

In some cases, the number of your Restaurants to be reimaged may exceed the requirements set forth above if there is a prior agreement with Quality (or its predecessor) which requires the completion of reimage work at your Restaurants or if you have franchise agreements which are expiring.

Quality's reinvestment and restaurant reimage requirements also govern those Restaurants acquired by transfer from other franchisees, or by acquisition from Quality or its affiliates.

While the Refresh Lite reimaging design is only available for lower volume restaurants where AUVs are below \$1,300,000, if you are offered, and execute, Quality's Groundbreaking Development Agreement as part of Quality's Groundbreaking Incentive Program, or if you are offered an opportunity to participate in the Groundbreaking Incentive Program and amend an existing Development Agreement to include the terms of Quality's Groundbreaking Development Agreement and add incremental restaurant units to your development schedule (number of units is subject to our discretion taking into account such factors as the DMAs in the development territory and your financial and operational support capabilities), you may utilize the Refresh Lite reimaging design for all Restaurants in your portfolio of Restaurants as part of our Groundbreaking Incentive Program. The ability to utilize Refresh Lite continues should you further amend

an existing Groundbreaking Agreement to increase your development commitment by adding more incremental units and additional development years. Your portfolio is identified by us according to your combination number assigned internally to your affiliated entities.

Subject to Quality's approval in its sole discretion, if your franchise term is expiring, you will also have the option to "Sunset" your existing Franchise Agreement, extending its term for up to 5 years, and closing the Restaurant at the expiration of the extended term. Also subject to Quality's approval in its sole discretion, if your franchise term is expiring and, for reasons beyond your control you cannot enter into a full renewal term, you may be eligible for a "Sunrise Extension" through December 31, 2024 at the latest, which will not terminate your renewal rights under your existing franchise agreement. If you elect (and Quality approves) either the Sunrise option or the Sunset option, you must at your own cost have a current Facility Evaluation ("FE") with all work completed within the first three (3) months following execution of the extension agreement. See Items 6 and 7 for more details.

Your Wendy's Restaurant will offer a uniform limited menu. Currently offered are hamburgers, chili, chicken sandwiches, chicken nuggets, chicken wraps, french fried potatoes, baked potatoes, frozen desserts including Frosty™, soft drinks and other non-alcoholic beverages including Frosty-ccino™, pre-prepared salads, kids' meals, and select breakfast items (unless you are subject to an exception). Some Wendy's Restaurants also may offer fish sandwiches and various other optional and promotional menu items.

### **Our Affiliates**

Quality's affiliate Wendy's Restaurants of Canada Inc. ("WRC") has granted franchises for Wendy's Restaurants in Canada since 1985. WRC is a corporation organized under the laws of the Province of Ontario, Canada. WRC maintains its principal place of business at 5515 North Service Road, Suite 201, Burlington, Ontario L7L 6G4. WRC has owned and operated Wendy's Restaurants in Canada since 1975. WRC has not offered franchises in any other line of business.

All Wendy's Restaurants in Canada are owned by franchisees.

Quality also has affiliates that offer products and services to franchisees. These affiliates include: Wendy's Properties, LLC ("Wendy's Properties"); Wendy's Digital, LLC (previously Wendy's of Denver, LLC) ("Wendy's Digital"); 256 Gift Card Inc. ("256 Gift"); Wendy's Old Fashioned Hamburgers of New York, LLC ("WOFHNY"); Wendy's Restaurants of New York, LLC ("WRONY"); Wendy Restaurant, Inc. ("WRI"), Wendy's Technology, LLC ("WETECH"), Wendy's Restaurants of U.K. Limited ("WRUK"), and Wendy's Singapore Pte. Ltd. ("Wen Singapore"). None of these affiliates conduct a business of the type to be operated by you, except for those which own and operate Wendy's Restaurants, as indicated below. Also, none of these affiliates have ever offered franchises in any line of business. The following describes the activities of each of these affiliates (except as otherwise indicated, the affiliate maintains the same principal office as Quality):

Wendy's Properties, a Delaware limited liability company and an affiliate of Quality, owns the real estate at certain Wendy's Restaurants and leases Wendy's Restaurants to franchisees.

Wendy's Digital, a Delaware limited liability company, provides certain services to Wendy's franchisees.

256 Gift, a Colorado corporation, is a wholly-owned subsidiary of WNAP (described below) and administers a gift card program for both company-owned and franchised Wendy's Restaurants.

WOFHNY, an Ohio limited liability company, leases Wendy's Restaurant sites and provides certain services to Wendy's franchisees. WOFHNY also owns and operates Wendy's Restaurants, as does WIL.

WRONY, a Delaware limited liability company, leases Wendy's Restaurant sites.

WRI, a Delaware corporation, provides various consulting and other services to assist Wendy's franchisees in foreign countries with the development and ongoing operation of their Wendy's Restaurants.

WETECH, a Delaware limited liability company, provides various technology-related products and services, including foundational security services to assist franchisees in their obligations regarding PCI-DSS compliance and other optional products and services.

WRUK, a company registered in England and Wales, provides various consulting and other services to assist Wendy's franchisees in the United Kingdom with the development and ongoing operation of their Wendy's Restaurants. WRUK also owns and operates Wendy's Restaurants in the United Kingdom.

Wen Singapore, a Singapore private limited company, provides various consulting and other services to assist Wendy's franchisees in Asian-Pacific and European countries with the development and the operation of their Wendy's Restaurants.

In addition to the above, the following entities are engaged in national advertising programs on behalf of the Wendy's system in the United States and Canada respectively:

The Wendy's National Advertising Program, Inc. ("WNAP"), a non-profit Ohio corporation, is a national advertising program designed to enhance the image, reputation and value of Wendy's trademarks and trade names and to promote the sale of Wendy's products in the United States.

Wendy's Canadian Advertising Program Inc. ("WCAP") is a federally registered corporation with Industry Canada. WCAP's principal office is located at 5515 North Service Road, Suite 201, Burlington, Ontario L7L 6G4. WCAP is a Canadian national advertising program designed to enhance the image, reputation and value of WRC's trademarks and trade name and to promote the sale of Wendy's products in Canada.

Quality's agents for service of process are listed on *Exhibit J* attached to this disclosure document.

## **The Market and Competition**

The market segments in which Wendy's Restaurants compete are highly competitive with respect to, among other things, price, food, quality and presentation, service, location, convenience, and the nature and condition of the restaurant facility. By operating a Wendy's Restaurant, you will be competing with other quick-service restaurants, full service restaurants, casual dining restaurants, deli sections and in-store cafes, major grocery and specialty stores, and other items that are sold through convenience stores and similar types of businesses. Wendy's Restaurants compete with a variety of locally owned restaurants, as well as competitive regional and national chains and franchises. Several of these chains compete by offering menu items that are targeted at certain consumer groups or dietary trends. Additionally, many competitors have introduced lower cost, value meal menu options.

## **Laws, Rules and Regulations**

Each Wendy's Restaurant is subject to licensing and regulation by health, sanitation, safety and other agencies in the state and/or municipality in which the Wendy's Restaurant is located, as well as to

Federal laws, rules and regulations and requirements of non-governmental entities such as payment card industry rules. State and local government authorities may enact laws, rules or regulations that impact restaurant operations and the cost of conducting those operations.

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

Unless another location is specified, the location of the positions listed below is our headquarters in Dublin, Ohio. In some cases, persons may perform their positions from a remote work location of their choice.

Name	Positions with The Company and Principal Occupation or Employment
<b><u>Todd A. Penegor</u></b> President and Chief Executive Officer, and Manager	Mr. Penegor was appointed as our Chief Executive Officer in May 2016. He has served as our President since January 2016 and has served as our Manager since April 2015. He previously served as our Chief Financial Officer from April 2015 to May 2016. Mr. Penegor was also appointed as the Chief Executive Officer of Wendy’s Co. and WIL in May 2016 and has also served as the President of WIL and Wendy’s Co. since January 2016. Mr. Penegor has served as a Director of Wendy’s Co. since May 2016, and as a Director of WIL since September 2013.
<b><u>Gunther Plosch</u></b> Chief Financial Officer and Manager	Mr. Plosch was appointed as our Chief Financial Officer in May 2016. He has also served as our Manager since May 2016. He was also named the Chief Financial Officer of Wendy’s Co. and WIL in May 2016.
<b><u>Kurt Kane</u></b> President, U.S. and Chief Commercial Officer	Mr. Kane has served as our President, U.S. and Chief Commercial Officer and held the same position with WIL, since June 2019. Prior to that, Mr. Kane became the Chief Concept and Marketing Officer of WIL in September 2015 and of Wendy’s Co. in May 2016, and his title with both WIL and Wendy’s Co. changed to Executive Vice President, Chief Concept and Marketing Officer in July 2018. Prior to that, he served as the Chief Concept Officer of Wendy’s Co. from June 2015 to May 2016.
<b><u>Abigail Pringle</u></b> President, International and Chief Development Officer	Ms. Pringle has served as our President, International and Chief Development Officer, and held the same position with WIL, since June 2019. From October 2018 to May 2019, Ms. Pringle served as our Chief Global Development Officer & International since October 2018, and also held the same position with WIL and Wendy’s Co. She previously served as our Chief Development Officer from April 2015 to October 2018, and held the same position with Wendy’s Co. from March 2016 to October 2018.
<b><u>Kevin Vasconi</u></b> Chief Information Officer	Mr. Vasconi was named as Chief Information Officer of WIL and Wendy’s Co. in October 2020, and was named to the same role with us effective in December 2020. Previously, Mr. Vasconi served as the Executive Vice President & Chief Information Officer for Domino’s Pizza in Ann Arbor, Michigan since March 2012.
<b><u>E.J. Wunsch</u></b> Chief Legal Officer and Secretary	Mr. Wunsch became our General Counsel and Secretary in October 2016 and his title changed to Chief Legal Officer and Secretary in February 2017. He also became the General Counsel and Secretary of Wendy’s Co. and WIL in October 2016, and his title with WIL changed to Chief Legal Officer and Secretary in March 2017.

Name	Positions with The Company and Principal Occupation or Employment
<p><b><u>Jorge Hernandez</u></b> Vice President - Quality Assurance</p>	<p>Mr. Hernandez has served as Vice President - Quality Assurance with WIL since January 2019, and of Wendy’s Co. since May 2020, but does not hold that position with us. From January 2016 to January 2019 Mr. Hernandez served as Chief Food Safety Officer of Wholesome International, located in Pittsburgh, Pennsylvania.</p>
<p><b><u>Deepak Ajmani</u></b> U.S. Chief Operations Officer</p>	<p>Mr. Ajmani has held various roles with us and our affiliates since 1990. He has served as our U.S. Chief Operations Officer since September 2020, and since then has also held that position with WIL. Recently, he has served as Senior Vice President - U.S. Company Operations (December 2018 – September 2020), and Vice President of Restaurant Services (July 2016 – December 2018), and Division Vice President (February 2009 – June 2016).</p>
<p><b><u>Matt Spessard</u></b> Vice President – Digital and Restaurant Technology</p>	<p>Mr. Spessard has served as Vice President – Digital and Restaurant Technology of Wendy’s Co. and WIL since June 2020, but does not currently hold a position with us. From April 2014 to June 2020, he held several positions with Sonic Corp. in Oklahoma City, Oklahoma (Director of Integrated Customer Engagement July 2015 – May 2017; Senior Director of Implementation, June 2017 – May 2018; Senior Director of Retail Technology &amp; Strategy, June 2018 – October 2019; Vice President and Head of Brand Technology, November 2019 – June 2020).</p>
<p><b><u>Kris A. Kaffenbarger</u></b> Vice President - Global System Optimization, Franchise &amp; Portfolio Management</p>	<p>Mr. Kaffenbarger was appointed as our Vice President - Global System Optimization, Franchise &amp; Portfolio Management in September 2018, and was also appointed to that role with WIL and Wendy’s Co. in September 2018. Prior to that time, he served as our Vice President - System Optimization from November 2015 to September 2018, and also held this position with WIL from September 2015 to September 2018 and with Wendy’s Co. from May 2016 to September 2018. He had previously served as our Vice President – Franchise Development from April 2015 to January 2016.</p>
<p><b><u>Stephen Piacentini</u></b> Vice President - Restaurant Development</p>	<p>Mr. Piacentini became our Vice President, Restaurant Development in September 2018. Mr. Piacentini served as Chief Development Officer for Jimmy John’s located in Champaign, Illinois from October 2017 to August 2018. Mr. Piacentini previously was the Senior Director of Restaurant Development with Taco Bell located in Irvine, California from January 2016 to September 2017.</p>

Some of the individuals identified in this Item 2 may also be officers or directors of Quality’s other affiliates listed in Item 1.

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

#### **A. Pending Cases**

James Graham, derivatively on behalf of nominal defendant, The Wendy’s Company v. Nelson Peltz, Peter W. May, Emil J. Brolick, Clive Chajet, Edward P. Garden, Janet Hill, Joseph A. Levato, J. Randolph Lewis, Peter H. Rothschild, David E. Schwab II, Ronald C. Smith, Raymond S. Troubh, Jack G. Wasserman, Michelle “Mich” J. Matthews-Spradlin, Dennis M. Kass, Matthew W. Peltz, Todd A. Penegor, Robert D. Wright, and The Wendy’s Company (“Wendy’s Co.”) Case No. 1:16-cv-1153, U.S.

District Court for the Southern District of Ohio. On December 19, 2016, Plaintiff, owner of shares of Wendy's common stock and on behalf of Wendy's, filed a putative shareholder derivative complaint. Wendy's Co. was also named as a nominal Defendant. The Complaint asserts claims of breach of fiduciary duty, waste of corporate assets, unjust enrichment and gross mismanagement arising out of the credit card incidents described in the Jonathan Torres (FL) and First Choice Federal Credit Union (PA) cases. The Plaintiff seeks an accounting of all damages incurred or that will be incurred as a result of the alleged wrongful acts or omissions, a judgment directing the Company to reform its governance and internal procedures, restitution and disgorgement, attorneys' fees and other costs. On or about April 17, 2017, the following related action was filed: Thomas Caracci, derivatively and on behalf of The Wendy's Company v. Emil J. Brolick, Todd A. Penegor, Nelson Peltz, Peter W. May, Peter H. Rothschild, Joseph A. Levato, Janet Hill, Michelle J. Matthews-Spradlin, Dennis M. Kass, Matthew H. Peltz, Edward P. Garden, David E. Schwab II, Randolph Lewis, Jack G. Wasserman and Raymond Troubh and The Wendy's Company (OH), U.S. District Court, Southern District of Ohio. Case No.: 1:17-cv-00192 (the "Thomas Caracci (OH) matter"). The Thomas Caracci (OH) matter asserted claims of breach of fiduciary duty and violations of Section 14(a) and Rule 14a-9 of the Securities Exchange Act of 1934 arising out of the credit card incidents described in Jonathan Torres (FL) and First Choice Federal Credit Union (PA). In June 2017, the Court consolidated this matter with the Thomas Caracci (OH) matter, recaptioned the case as In re The Wendy's Company Shareholder Derivative Action and stayed all deadlines pending appointment of Lead Counsel and Lead Plaintiff in the consolidated action. In May 2018, a Motion for Preliminary Approval and a Stipulation and Agreement of Settlement was filed with the Court by Graham's counsel. On December 21, 2018, the Court issued an order naming Graham and his counsel as lead in this case, setting a deadline for filing an amended and/or consolidated complaint by the lead counsel and plaintiff, and dismissing as moot the May 2018 Motion for Preliminary Approval. On January 31, 2019, plaintiffs filed a Consolidated Verified Shareholder Derivative Complaint, and on February 14, 2019, plaintiffs filed a Motion for Preliminary Approval and a Stipulation and Agreement of Settlement, which was subsequently preliminarily approved by the Court on January 24, 2020. The settlement remains subject to notice and objection and final court approval. Under the terms of the settlement agreement, if approved and finalized, the Company will adopt and/or maintain certain Information Technology and governance reforms and will pay up to \$950,000 in attorneys' fees, and the claims will be resolved and dismissed. An Order granting final approval of the settlement was issued on September 15, 2021, with final Judgment entered on September 24, 2021. On October 20, 2021, Plaintiff Caracci filed a Notice of Appeal.

## **B. Concluded Cases Involving Us**

First Choice Federal Credit Union, on behalf of itself and all others similarly situated v. Wendy's Co., Wendy's LLC, and WIL (collectively, the "Defendants"), Case No. 2:16-CV-00506-MBF-MPK, U.S. District Court for the Western District of Pennsylvania ("Court"). The Defendants were named in a civil complaint that was filed on April 25, 2016 by plaintiff First Choice Federal Credit Union. The complaint asserted claims of common law negligence, negligence *per se* due to the alleged violation of Section 5 of the Federal Trade Commission Act, and declaratory and injunctive relief. All of these claims were based on the allegations arising from the Defendants' alleged failure to safeguard customer credit card information and the alleged failure to provide notice that credit card information had been compromised. The complaint sought certification of a putative nationwide class of banks, credit unions, financial institutions and other entities in the United States that alleged the plaintiff suffered financial losses as a result of the alleged failures. The plaintiff sought monetary damages, a declaratory judgment, injunctive relief, attorneys' fees and other costs. The Defendants were also named in four other civil complaints filed by financial institutions in the Court based on the allegations arising from the Defendants' alleged failure to safeguard customer credit card information and the alleged failure to provide notice that credit card information had been compromised. These cases were consolidated into the First Choice Federal Credit Union case. An amended civil complaint was filed in the consolidated proceeding in the Court on July 22, 2016 against the

Defendants. The amended complaint was brought by 22 financial institutions and five association plaintiffs (representing members who are credit unions and other similar financial institutions). The amended complaint asserted claims of common law negligence, negligence *per se* due to the alleged violation of Section 5 of the Federal Trade Commission Act, violation of the Ohio Deceptive Trade Practices Act, and declaratory and injunctive relief, all based on the alleged failures described above. The amended complaint also sought certification of a putative nationwide class of banks, credit unions, financial institutions and other entities in the United States that allegedly suffered financial losses as a result of the alleged failures. The plaintiffs sought monetary damages, a declaratory judgment, injunctive relief, attorneys' fees and other costs. On February 13, 2019, the parties reached an agreement to settle the matter, which was subsequently approved by the Court on November 6, 2019. Under the terms of the settlement agreement, Defendants and Defendants' franchisees received a full release of all claims that had or could have been brought by the financial institutions that did not opt out of the settlement agreement, and the financial institutions received \$50 million, inclusive of attorneys' fees and costs. Final payments have been made and this case is considered closed.

Thomas Caracci, derivatively and on behalf of The Wendy's Company v. Emil J. Brolick, Todd A. Penegor, Nelson Peltz, Peter W. May, Peter H. Rothschild, Joseph A. Levato, Janet Hill, Michelle J. Matthews-Spradlin, Dennis M. Kass, Matthew H. Peltz, Edward P. Garden, David E. Schwab II, Randolph Lewis, Jack G. Wasserman and Raymond Troubh and The Wendy's Company (OH), U.S. District Court, Southern District of Ohio on or about April 17, 2017. Case No.: 1:17-cv-00192. Plaintiff, owner of shares of Wendy's common stock and on behalf of Wendy's, filed a putative shareholder derivative complaint. The Complaint asserted claims of breach of fiduciary duty and violations of Section 14(a) and Rule 14a-9 of the Securities Exchange Act of 1934 arising out of the credit card incidents described in Jonathan Torres (FL) and First Choice Federal Credit Union (PA). The plaintiff sought a judgment on behalf of Wendy's Co. for damages as a result of the alleged wrongful acts or omissions, a judgment directing Wendy's Co. to reform its governance and internal procedures, attorneys' fees and other costs. On June 12, 2017, the Court granted a Joint Motion to Consolidate this matter with the *Graham* lawsuit, directing all future pleadings to be filed in the *Graham* action. Thus, the Court administratively dismissed this action. This matter is now closed.

Jonathan Torres, Individually and on behalf of all others similarly situated v. Wendy's International, LLC, Case No. 6:16-cv-210-Orl-18DAB, U.S. District Court, for the Middle District of Florida. On February 8, 2016, WIL was named as a defendant in a civil complaint that was filed by plaintiff Jonathan Torres, on behalf of himself and similarly situated customers. The complaint asserts claims of breach of implied contract, negligence and violations of the Florida Unfair and Deceptive Trade Practices Act arising from the Company's alleged failure to safeguard customer credit card information and the alleged failure to provide notice that credit card information had been compromised. The complaint seeks certification of a putative nationwide class of consumers impacted by the alleged failures. The plaintiff seeks monetary damages, injunctive and equitable relief, attorneys' fees, and other costs. In July 2016, the Court granted the Company's Motion to Dismiss without prejudice, after which Plaintiff filed an amended complaint adding six additional named Plaintiffs and substituting Wendy's International, LLC for The Wendy's Company as Defendant. In August 2016, the Company filed a Motion to Dismiss the Amended Complaint and in March 2017, the District Court granted in part and denied in part the Company's Motion to Dismiss the Amended Complaint. Following that decision, Plaintiffs filed a Second Amended Complaint and, after a variety of procedural moves by both parties, four named Plaintiffs remained in the action. On August 23, 2018, the Court preliminarily approved the settlement of this case. The settlement agreement included a \$3.4 million cap (claims made structure), including attorneys' fees, costs and expenses, and excluding the costs for notice and administration. The notice and objection process is complete and the court provided final approval for the settlement agreement on February 26, 2019. Final payments have been made and this case is considered closed.



### **C. Concluded Cases Involving Our Predecessor**

In the Matter of Wendy's International, LLC (Order No. S-17-2358-18-CO01), State of Washington Department of Financial Institutions-Securities Division ("Securities Division"), entered March 26, 2018. The Securities Division asserted that WIL violated the Washington Franchise Investment Protection Act (the "Washington Act") by offering and selling franchises on Quality's behalf in the State of Washington after WIL's franchise broker registration had lapsed and had not been timely renewed. Without admitting fault or the Securities Division's conclusions, WIL waived its right to a hearing and judicial review and voluntarily entered into a Consent Order with the Securities Division. Pursuant to the Consent Order, WIL agreed not to violate Section RCW 19.100.140 of the Washington Act (the broker registration requirement) and it agreed to pay \$2,400 to the Securities Division for its investigative costs.

Juan Endara, on behalf of himself and all others similarly situated v. Automatic Data Processing, Inc.; First Data Corporation; Meta Financial Group, Inc.<sup>®</sup>; Metabank<sup>™</sup>; Wendy's Co.; Wendy's LLC; WIL; Wendy's of N.E. Florida (the Wendy's entities are hereinafter collectively the "Wendy's Defendants"), and John Does #1-10 (collectively the Wendy's Defendants and the other defendants are the "Defendants"), Case No. 6:16-cv-1032-ORL-40DAB, U.S. District Court for the Middle District of Florida. On July 1, 2016, plaintiff, a former non-exempt crew member who had worked at a Wendy's restaurant in Orlando, Florida, on behalf of himself and all others similarly situated, filed a complaint alleging that the Defendants were negligent and unjustly enriched, and had violated the Florida Deceptive and Unfair Trade Practices Act and another Florida statute that regulates the use of payroll debit cards. The allegations arise from plaintiff's assertion that, starting in 2009 and through the time he left employment in 2012, and without providing him with advance disclosure of the fees that he would be charged for use of a payroll debit card and of the alternatives to use of a debit credit card, the Defendants deducted payroll debit card fees from his wages. The plaintiff demanded class certification; declaratory judgment; restitution; compensatory, statutory and punitive damages in an unspecified amount; and costs of suit and attorneys' fees. On October 14, 2016, the Defendants filed a Joint Motion to Compel Arbitration and a Motion to Dismiss - Strike Plaintiffs First Amended Complaint. A mediation between the parties was conducted on November 15, 2016. On November 29, 2016, the parties agreed to the mediation settlement proposal. In settlement of the dispute, Wendy's Co., Wendy's LLC, and WIL contributed \$12,000 toward the \$36,000 settlement amount. The matter has been dismissed by the Court with prejudice.

### **D. Franchisor Initiated Litigation Involving the Franchise Relationship in the Last Fiscal Year**

None.

Other than the litigation disclosed above, no litigation is required to be disclosed in this Item.

### **ITEM 4 BANKRUPTCY**

No bankruptcy proceedings are required to be disclosed in this item.

### **ITEM 5 INITIAL FEES**

If you are new to the Wendy's system, you must sign the Preliminary Letter Agreement attached to this disclosure document as *Exhibit K*, and you must pay an Application Fee of \$5,000 to help defray some

of the costs of processing the application and initial orientation. If you are already part of the Wendy's system, or in other unique, limited instances, Quality may waive the Application Fee. Quality is under no obligation to refund the Application Fee under any circumstances.

Quality conducts a background investigation on all individuals who will become a named franchisee, guarantor, or who will own 5% or more ownership interest in a franchisee entity. Quality requires reimbursement for the \$500 cost of each background investigation.

Whether you are new to the Wendy's system or are an existing Wendy's Franchisee, you must pay a Technical Assistance Fee of \$50,000 for each Wendy's Restaurant at the time the Franchise Agreement is executed. Quality is under no obligation to refund the Technical Assistance Fee under any circumstance.

If you have never built a Wendy's Restaurant or your last new Restaurant was built before 2012, you are considered a "First Time Builder". If you are a First Time Builder and are participating in the Groundbreaking Incentive Program, your Technical Assistance Fee may be reduced by 50% for the first Restaurant you develop under Wendy's Groundbreaking Development Agreement, in accordance with the Groundbreaking Incentive Program. To receive this discounted Technical Assistance Fee, you must also utilize Wendy's Franchise Development Program, be offered and execute the Groundbreaking Development Agreement (and/or modify an existing Development Agreement to reflect the terms in our Groundbreaking Development Agreement and to add incremental Restaurant count in the development schedule), and also execute the Groundbreaking Development Agreement's Groundbreaking Incentive Program Addendum (see Exhibit C of the Groundbreaking Development Agreement, at *Exhibit C-2*). Additionally, if you have executed a Groundbreaking Development Agreement, and you open a Restaurant in 2022 which is at least 12 months ahead of your development schedule, your Technical Assistance Fee for that Restaurant will be waived. See Item 6 for additional information about the Groundbreaking Incentive Program.

If you have not executed a Groundbreaking Development Agreement, and you build a new Restaurant, which is opened before January 1, 2023, you will be eligible for the Base Incentive and your Technical Assistance Fee for that Restaurant will be waived. See Item 6 for additional information about the Base Incentive.

In some limited instances (like a reduced Franchise Agreement term or other unique circumstances), Quality may charge a modified Technical Assistance Fee or may waive the Technical Assistance Fee entirely. A Technical Assistance Fee of \$25,000 is generally applicable to non-traditional sites with characteristics like limited seating, a reduced Franchise Agreement term and unique real estate provisions. The Technical Assistance Fee may be waived only in very unusual situations, and you should not anticipate a waiver of the Technical Assistance Fee.

Under the Wendy's Franchise Development Program ("FDP"), Wendy's franchisees who build a new Wendy's Restaurant or remodel an existing Restaurant will have the option of contracting with Quality and/or one of its affiliates as an independent contractor, to perform project management services. Under the FDP, you and Quality and/or one of its affiliates must sign the Project Management Agreement which is attached to this disclosure document as *Exhibit L*. If you remodel your Restaurant under any remodel design, the fee due under the Project Management Agreement, which is known as the "Project Fee" ("Project Fee") will be \$20,000. For new restaurant construction, scrapes and rebuilds and guts and rebuilds, the Project Fee will be \$35,000. In addition to the Project Fee, you are responsible for all out-of-pocket expenses incurred by Quality and/or its affiliates on each project, including travel expenses (see Item 7). The Project Fee must be paid upon execution of the Project Management Agreement, attached as *Exhibit L* to this disclosure document, and shall be applied to the final project fee as determined by the scope of the project.

Under Wendy's Real Estate Procurement Program ("REPP"), you may elect to have Wendy's select and procure for you new Restaurant sites subject to your agreement and approval. If you use REPP to obtain such real estate services, which include negotiation of a purchase contract or lease for the Restaurant site, you are required to pay a Real Estate Services Fee of \$12,500 and a Transaction Services Fee of \$17,500 to cover certain of Wendy's costs. The Transaction Services Fee shall be refundable until the date on which Wendy's has approved the proposed site for the development of a new Wendy's Restaurant. In addition, you must sign a REPP Letter of Agreement, attached as *Exhibit M* to this disclosure document, as well as a General Release of All Claims, which is attached as an exhibit to the REPP Letter of Agreement. Prior to Wendy's signing a prime lease with the landlord for the Restaurant premises, or signing a purchase contract for Wendy's acquisition of a fee simple interest in the Restaurant premises, franchisees must sign and deliver to Wendy's (i) a REPP Sublease Agreement or an Assignment and Assumption of Purchase Agreement, (ii) a Guaranty of Sublease, and (iii) pay a Project Fee of \$30,000 and sign the REPP Project Management Agreement attached as *Exhibit C* to *Exhibit M* to this disclosure document. During construction of the Restaurant and prior to the Restaurant opening, franchisees must sign and deliver to Wendy's (i) Wendy's then-current franchise agreement, (ii) a Release of Claims, and (iii) pay the then-current Technical Assistance Fee as required under the franchise agreement. If Wendy's purchases a fee simple interest in the Restaurant premises and Wendy's will continue to own and lease the Restaurant to you, a Wendy's form of lease agreement will be used and will be substantially similar to the REPP Sublease Agreement and the rental will be mutually determined between the parties.

Under Wendy's Build-to-Suit program, Wendy's franchisees will have the option to request that Wendy's locate and develop new Wendy's Restaurants. Under the Build-to-Suit program, you must sign the Build-to-Suit Letter of Agreement attached to this disclosure document as *Exhibit N* and pay the Real Estate Procurement Services Fee of \$30,000 (plus applicable taxes). A portion of the Real Estate Procurement Services Fee (less certain costs and expenses incurred by Wendy's) shall be refundable until the date on which Wendy's Executive Capital Committee approves the proposed opportunity. Wendy's will then perform the Real Estate Development Services described in the Build-to-Suit Letter of Agreement, which include (i) locating a Wendy's Restaurant site for franchisee's consideration, (ii) obtaining all required approvals, permits, environmental assessments, surveys and all other items necessary to commence construction, (iii) constructing and building a Wendy's Restaurant, (iv) installing and equipping the Restaurant with furniture, fixtures, equipment, signage and restaurant technology in accordance with Wendy's then-current design plans, specifications, and standards, and (v) delivering the Wendy's Restaurant suitable for operation to Wendy's franchisees. At the time that the Restaurant location has been approved by Wendy's Executive Capital Committee and by the franchisee, and contemporaneous with Wendy's signing a head lease with the landlord for the Restaurant premises, or signing a purchase contract for Wendy's acquisition of a fee simple interest in the Restaurant premises, franchisees must sign and deliver to Wendy's (i) Wendy's then-current franchise agreement, (ii) Build-to-Suit Sublease Agreement with a rent schedule determined by Wendy's that will typically equate to the amount paid by Wendy's under the head lease, plus one percent (1%) of Gross Sales, (iii) a Sublease Guaranty, and (iv) a Release of Claims, and pay a Real Estate Development Services Fee of \$40,000 (plus applicable taxes). In addition to the Real Estate Development Services Fee, you are responsible for all out-of-pocket expenses incurred by Quality and/or its affiliates on each project, including travel expenses (see Items 6 and 7). Upon the franchisee entering into (i) and (ii) above, the then-current Technical Assistance Fee due under the franchise agreement will also be due. The Build-to-Suit Sublease Agreement, Sublease Guaranty, and Release of Claims are attached as Exhibits to *Exhibit N* to this disclosure document. If you have executed a Groundbreaking Development Agreement, a Build-to-Suit Restaurant may be used to fulfill your development commitments under such Groundbreaking Development Agreement; however, the Restaurant will not be eligible to receive the Groundbreaking Incentive or any other new build incentives such as the Base Incentive. Additionally, if you participate in the Build-to-Suit Program, or you purchase a Restaurant which was

originally constructed under the Build-to-Suit Program, your royalties due to Wendy’s under your Franchise Agreement, including any renewal term(s), will be increased to six percent (6%) of Gross Sales. There is a separate form of Build-to-Suit addendum attached to the Build-to-Suit Letter of Agreement as Exhibit C, which you will execute at the time each Restaurant’s Franchise Agreement is executed.

If you acquire your Wendy’s Restaurant from another franchisee, and we consent to the transfer of the Franchise Agreement to you and you are not participating in the Franchise Flip Program, no other initial franchise fee or other initial payment (other than a transfer fee) is required to be paid by you to Quality. If you acquire your Wendy’s Restaurant from Quality or one of its affiliates, there may be leasing or financing costs as well as the reimbursement of various other costs due to Quality or its affiliates before opening, as also discussed in Item 10. Specifically, these other costs may include Quality’s Technical Assistance Fee, rent, inventory, working capital, training costs and other costs associated with opening a Wendy’s Restaurant (see Items 6 and 7).

Finally, if you are approved to participate in Quality’s Franchise Flip program, which involves the sale of Restaurants by an existing Franchisee and our provision of valuation and deal management services, you will receive a new Franchise Agreement for each Restaurant, which will provide a 20-year term, and you will pay a Franchise Flip TAF of \$25,000 for each Restaurant at the time the Franchise Agreement is executed.

If you previously executed a development agreement with us, the Technical Assistance Fee for the Restaurant may be credited through the application of any previously-paid development fee. The current forms of Development Agreements do not require an up-front fee.

**ITEM 6  
OTHER FEES**

Type of Fee <sup>1</sup>	Amount	Due Date
Royalty	4% of “Gross Sales” <sup>2,3,4</sup>	On the 15 <sup>th</sup> day of the month
National Advertising <sup>5</sup>	3.50% of Gross Sales. <sup>2,3,4,5,6,7</sup>	On the 15 <sup>th</sup> day of the month
Local and Regional Advertising <sup>8</sup>	.50% of Gross Sales. <sup>2,4,6,7,8,9</sup>	On the 15 <sup>th</sup> day of the month
Additional Training	Will vary under circumstances. <sup>10</sup>	As incurred
Transfer	\$5,000 minimum, this amount increases based on number of affected restaurants.	Before consummation of transfer
Consent to Collateral Assignment	\$10,000 <sup>11,12</sup>	As incurred <sup>12</sup>
Renewal	An amount which is not greater than 25% of the then-current Technical Assistance Fee. <sup>13,14</sup>	Before expiration of initial term of Franchise Agreement <sup>14</sup>
Audit	Costs and expenses of audit, including travel, lodging, wages, accounting and legal costs, and interest on any understated amount. <sup>15</sup>	As incurred
Late Fee/Interest	\$100 plus interest on the overdue amount from the date it was due until paid, at the (i) rate determined by Quality, or (ii) maximum legal rate, whichever is less. <sup>16</sup>	As incurred

<b>Type of Fee <sup>1</sup></b>	<b>Amount</b>	<b>Due Date</b>
Costs and Attorneys Fees	Will vary. <sup>17</sup>	As incurred
Continuous Operations Fees	Upon unapproved early termination of the Franchise Agreement, the sum of the average monthly royalty fee and the average Advertising Contribution due under the Agreement for the 12-month period prior to termination (or the average monthly royalty and the average Advertising Contribution due under the Agreement if operating less than 12 months) multiplied by the lesser of (i) 36 or (ii) the number of months remaining on the Term of the Franchise Agreement. <sup>18</sup>	As incurred
Development Agreement - Development Obligations Fee	Only applicable to development agreement. Upon failure to open restaurant in accordance with development schedule, \$5,000 monthly payment beginning in the first month after required open date until earlier of (a) actual open date of restaurant and (b) 10 years from required open date of restaurant and, if you previously paid a development fee, \$50,000 or the then-current Technical Assistance Fee will be forfeited from the amount paid.	As incurred Exceptions/grace period extensions exist for: 1) force majeure; 2) if you have secured the real estate for the new Restaurant through a binding and bona fide purchase or lease agreement; or 3) (if applicable) if delay to open is caused through Franchisor's failure to identify and/or secure suitable real estate under a REPP program.
Indemnification	Will vary. <sup>17</sup>	As incurred
Review of Proposed Offering Materials of Franchisee	\$10,000 or a greater amount necessary to reimburse Quality for its legal, accounting, and other costs. <sup>19</sup>	As incurred
Technology Fee <sup>20</sup>	\$6,500 - \$12,000 per restaurant per year	Paid quarterly, upon invoice
Cyber Insurance Policy Premium Payment	A per restaurant fee of \$875, which the per-Restaurant amount is subject to change on an annual basis according to overall policy premiums	Paid quarterly, upon invoice
In-App Delivery Account Settlement Services	A per-transaction fee of 3.5% of each in-app delivery transaction amount <sup>21</sup>	As incurred
Customer Care	A per restaurant fee of \$85 per month	Paid quarterly, upon invoice
FSA Re-Assessment Visit Fee	\$242 <sup>22</sup>	As incurred
Rent	Varies <sup>23</sup>	Varies

<sup>1</sup> All fees are charged by Quality, and are payable to Quality or its subsidiaries or affiliates except for local and regional advertising expenditures which are payable to advertising cooperatives and local advertising sources. These fees are non-refundable and are incurred during the operation of the business.

<sup>2</sup> "Gross Sales" includes all revenue from the sale of all services and products and all other income of every kind and nature related to the Franchised Business or premises, including proceeds of any business interruption insurance policies, and the sale of any promotional or premium items, whether for cash or credit, and regardless of collection in the case of credit, but shall not include (i) any sales taxes or other taxes collected from customers by you for transmittal to the appropriate taxing authority, (ii) the amount of refunds made to customers, and (iii) any amounts from coupon or discount programs approved by Quality for which you are not reimbursed. Gross Sales also excludes revenue you derive from selling, issuing or increasing the balance on

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Wendy's gift cards; however, revenue derived from purchases paid for with gift cards must be included in Gross Sales (see Item 11).

<sup>3</sup> You must pay the royalties and WNAP fees due under the Franchise Agreement electronically, by way of the Wendy's electronic payment system, known as "iReceivables." Information about enrolling in the iReceivables payment system can be found on WeConnect, the Wendy's intranet system (see Items 8 and 11).

<sup>4</sup> If you participate in the Build-to-Suit Program, your royalty rate will be six percent (6%) of Gross Sales. There is a separate form of Build-to-Suit addendum attached to the Build-to-Suit Letter of Agreement as Exhibit C, which you will execute at the time each Restaurant's Franchise Agreement is executed. There are several development incentives available that may temporarily reduce your royalty rate. See *Exhibit O* for the New Restaurant Development Incentive Program Addendum, which you must execute if you are eligible. Under the 2021-22 New Restaurant Development Incentive Program, if you open a new Wendy's Restaurant or relocate an existing Wendy's Restaurant between January 4, 2021 and December 31, 2022, you are eligible for the following incentives, as applicable, which are applied at the combination level for existing franchisees:

**Base Incentive:** You may qualify for the "Base Incentive" with respect to a new Restaurant that you open during fiscal year 2022. This is a 24-month incentive: during which, National Advertising is reduced by 2%. The Base Incentive starts at the date the new Restaurant is opened, and continues for the remainder of the 12-month period from opening. For nontraditional locations such as airports and food courts, the reduction in National Advertising may be limited in full or in part at our discretion if the base amount to be contributed is already set at a non-standard rate. This incentive may not be available for some Restaurants developed through our system optimization program, or for which a Groundbreaking Incentive applies. If you qualify for the Base Incentive, the Technical Assistance Fee will also be waived when the franchise grant is issued, and you will receive a Franchise Agreement with a base 20-year term that may be extended at your option up to a 25-year term, except for certain non-traditional locations. For certain types of approved conversions from existing building types, you may also be eligible for a royalty reduction for a limited time-period as follows: during the first 12 months of the Base Incentive, royalties will be reduced by 2%; and during the subsequent 12 month period, royalties will be reduced by 1%.

**Groundbreaking Incentive:** If you acquire company-owned Restaurants or Restaurants owned by an existing franchisee, and you enter into a Groundbreaking Development Agreement with us, or agree to modify an existing Development Agreement to be updated to our form of Groundbreaking Development Agreement, and with the modifications, agree to take on additional restaurant count in the development schedule, the Restaurants that you newly develop under the terms of the new Groundbreaking Development Agreement will be eligible for "Groundbreaking Incentive." If you are entering into or agreeing to revise an existing Development Agreement, the number of Restaurants that must be added to or required by your development schedule are subject to our discretion and dependent upon a number of factors, including the development potential of the relevant DMA(s) ("Designated Market Areas"), the number of franchisees developing within the relevant DMA, and your financial and operational support capabilities. We reserve the right not to offer this incentive to any franchisee that does not meet our new franchisee or development requirements. For each Restaurant opened during the existence of the Groundbreaking Development Agreement, according to the schedule and terms contained therein, for the first 12 months of the Restaurant's operation, royalties are reduced by 3%, and WNAP fees are reduced by 3.5%, and during the next 12 months of the Restaurant's operation, royalties are reduced by 2%, and WNAP fees are reduced by 3%. Further, franchisees developing under the Groundbreaking Development Agreement will receive additional incentives regarding reimaging and First Time Builders (if you have never built a Wendy's Restaurant or your last new Restaurant was built prior to 2011, you are considered a "First Time Builder") will receive a 50% discount on their first Technical Assistance Fee, subject to participation in our FDP program. For nontraditional locations such as airports and food courts, the reduction in National Advertising may be limited in full or in part at our discretion if the base amount to be contributed is already set at a non-standard rate. This incentive may not be available for some Restaurants developed through our system optimization program. If the Restaurant receives a Groundbreaking Incentive, the Restaurant will not be eligible for the Base Incentive. The then-current Technical Assistance Fee is payable in accordance with the terms of the Groundbreaking Development Agreement (which may be credited through application of a previously paid development fee), when the franchise grant is offered for each Restaurant, and you will receive a 20-year term that may be extended at your option up to a 25-year term. However, if you have already executed a Groundbreaking Development Agreement prior to January 4, 2021, and you open a Restaurant between January 4, 2021 and December 31, 2022, which opened on an accelerated basis that is at least 12 months ahead of your development schedule, your Technical Assistance Fee for that Restaurant will be waived. If you are executing a Groundbreaking Development Agreement, there is a separate form incentive addendum attached to that document at Exhibit C, which you will execute at the time each Restaurant's Franchise Agreement is executed in order for the Groundbreaking Incentive to apply. If you have executed a Groundbreaking Development Agreement, a Build-to-Suit Restaurant may be used to fulfill your development commitments under such Groundbreaking Development Agreement, however, the Restaurant will not be eligible to receive the Groundbreaking Incentive or any other new build incentives such as the Base Incentive.

<sup>5</sup> This fee is payable to The Wendy's National Advertising Program, Inc. ("WNAP"), a non-profit corporation, and the entity engaged in a national advertising program on behalf of Quality and its affiliates in the United States, as described in Item 1.

<sup>6</sup> Under Section 13.2 of the Franchise Agreement, Quality has obtained an affirmative vote of more than 75% of all Restaurants in the system operating in the United States in support of the "2021 Advertising Allocation Proposal," so that the

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4% “Advertising Contribution” set forth in Section 13.1 of the Franchise Agreement will be allocated as follows: (i) you must contribute to WNAP on a monthly basis an amount equal to 3.50% of Franchisee’s Gross Sales during the preceding month, and (ii) you must spend, for the purpose of local advertising and promotion, on a monthly basis, an amount not less than .50% of Franchisee’s Gross Sales during the preceding month. This allocation of your Advertising Contribution will continue until a proposal to modify the allocation has been approved by an affirmative vote of more than 75% of all Restaurants in the system operating in the United States. For Restaurants operating under different forms of franchise agreement, this 4% may be allocated differently. However, most franchisees with Restaurants operating under different forms of franchise agreement voted in favor of the 2021 Advertising Allocation Proposal and have voluntarily elected to reallocate the 4% contribution in the same manner as franchisees with Restaurants operating under the form of Franchise Agreement which is attached as *Exhibit B*.

<sup>7</sup> The national advertising fee and required expenditures for local and regional advertising could increase or decrease upon an affirmative vote of 75% or more of all Restaurants operating in the United States voting to increase the total required advertising expenditure to an amount not to exceed 5% of Gross Sales, or to change the allocation of the national advertising fee and local and regional advertising fee.

<sup>8</sup> On occasion, a local or regional advertising cooperative may, upon a vote of its members, establish local and regional advertising fees at a percentage rate, which, when combined with the national advertising contribution, will exceed the total 4% required Advertising Contribution. For example, the members of an advertising cooperative who operate a Restaurant under this form of Franchise Agreement (which in 2014 established a 3.50% national advertising contribution) may decide to contribute 1.00% (instead of .50%) of their Gross Sales to its local advertising programs. This 1.00% local contribution, combined with the 3.50% national advertising contribution results in a total Advertising Contribution of 4.50%. By joining an advertising cooperative which has decided upon a contribution rate which results in a total Advertising Contribution in excess of 4%, you may be required to contribute at that rate. Therefore, Quality encourages you to review the co-op agreement and speak with other co-op members to determine the level of your required Advertising Contribution before signing the Wendy’s Franchise Agreement.

<sup>9</sup> The local and regional advertising fee is payable to an advertising cooperative. If there is no advertising cooperative or if the cooperative does not require contribution of the full local and regional advertising amount, expenditures are made directly by you to local advertising sources. Quality may in the future require local and regional advertising fees payable to an advertising cooperative be paid via the Wendy’s iReceivables payment system (see Item 11).

In those advertising cooperatives where Quality and/or one of its affiliates is a member, Quality and/or its affiliate, as applicable, exercises a vote on fees along with Franchisee members.

<sup>10</sup> Quality currently charges only for expenses incurred in additional training, like material costs, equipment rental and meeting room costs. However, Quality reserves the right to charge an additional fee for this training. You are always responsible for your (and your employees’) expenses for training, like transportation, lodging, meals, wages, and workers’ compensation. Quality’s primary method of training is now by way of electronic learning tools, known as e-learning. Quality’s proprietary version of e-learning is known as WeLearn. Your access to online training requires you to pay a per-Restaurant license fee. See Item 7 and Item 11 for more information on training.

<sup>11</sup> Should you seek to obtain our approval for a transfer of interest involving more than one Restaurant, \$5,000 is the current transfer fee payable for change in control transfers of interest for one (1) to five (5) restaurants, plus an additional \$1,000 for each additional restaurant in the same change of control transfer request; and \$2,500 is the current transfer fee payable for partial transfers of interest involving more than a combined 5% change in franchise ownership for one or more transfers but less than a change of control, involving one (1) to five (5) restaurants, plus an additional \$500 for each additional restaurant in the same transfer request. At Quality’s discretion, these amounts may be increased up to \$10,000 or more per Restaurant for complex transfers involving trusts, mergers, reorganizations, restructurings, or other complex transactions, or if necessary to reimburse Quality for its legal, accounting, and other expenses incurred in the transfer.

<sup>12</sup> This fee is payable if you issue any securities, or when you transfer, pledge, or otherwise encumber the Franchise Agreement, any of your rights or obligations under the Franchise Agreement, any direct or indirect interest in yourself, or any material asset used in your Wendy’s Restaurant. In addition to the transfer fee, if the transferee is eligible and elects to renew the franchise for a term approved by Quality, the transfer is also subject to Quality’s renewal requirements and the payment of the renewal fee (see footnotes 15 and 16).

<sup>13</sup> The Technical Assistance Fee is \$50,000. In 2022, the renewal fee charged to franchisees who are renewing their franchise is \$12,500 for each Wendy’s Restaurant. If you execute a franchise agreement in 2022, your Technical Assistance Fee will be \$50,000 unless your TAF is waived under the Base Incentive or accelerated development incentives available to franchisees who have executed a Groundbreaking Development Agreement prior to January 4, 2021.

<sup>14</sup> Quality may extend the term of your existing franchise in order to allow you to comply with Quality’s requirements for renewal. If you do not renew the franchise by the end of its term or by the end of an extension period, the franchise will expire. In order to reinstate a franchise after its expiration date, you will be required to pay a new Technical Assistance Fee (\$50,000) (see Item 7). You are required to meet certain remodeling, equipment and operational standards in renewing your existing franchise.

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Subject to Quality's approval in its sole discretion, you may request a "Sunset Extension" of your existing franchise term. If approved, your franchise term will be extended for up to 5 additional years, and the renewal provision of your franchise will be terminated. If you are approved for the Sunset Extension, you will be required to sign an addendum to your franchise agreement and pay a fee of \$2,500 - \$10,000 (depending on the length of extension approved). You must pay a nominal fee (\$152.50) to have a current Facility Evaluation ("FE") with all work completed within the first 3 months of the extended term, and make improvements to the Restaurant as provided under the FE and must permanently close and de-identify the Restaurant at the end of the Sunset Extension period (see Items 1 and 7). Also subject to Quality's approval in its sole discretion, if your franchise term is expiring and, for reasons beyond your control you cannot enter into a full renewal term, you may be eligible for a "Sunrise Extension" of up to 3 years, but which will not terminate your renewal rights under your existing franchise agreement. If approved, your franchise term will be extended for a short period, not to exceed December 31, 2024, but the renewal provision of your franchise will not be terminated. If you are approved for the Sunrise Extension, you will be required to sign an addendum to your franchise agreement and pay a fee of \$2,500 - \$7,500 (depending on the length of extension approved). You must also pay a nominal fee (\$152.50) to have a current Facility Evaluation ("FE") with all work completed within the first 3 months of the extended term, and make improvements to the Restaurant as provided under each FE.

<sup>15</sup> Payable only if audit shows an understatement or underpayment of 2% or more.

<sup>16</sup> Payable upon your failure to comply with various provisions of the Franchise Agreement.

<sup>17</sup> You must reimburse Quality and/or its affiliate, as applicable, if Quality and/or its affiliates are sued or held liable for claims resulting from the operation of your Wendy's Restaurant.

<sup>18</sup> The Continuous Operations Fee is due in the event you default the agreement by terminating it early without Quality's prior written approval to do so. A premature unapproved termination of the Franchise Agreement as a result of default, including from a default caused by voluntary termination/abandonment, would cause substantial damage to Franchisor.

<sup>19</sup> You must reimburse Quality for its costs in reviewing materials for any offer or sale of your securities.

<sup>20</sup> Quality has partnered with certain suppliers for products and services that are part of the technology suite required at your Restaurant, including foundational security services, point-of-sale and back-of-house support, mobile ordering, implementation, ongoing HelpDesk, digital media, and centralized billing including for the applicable software maintenance fees and hosting service fees for your Restaurant which Quality and/or its affiliates pays to NCR Aloha directly on an ongoing basis. These fees relate to the Aloha point of sale software that you must install in your Restaurant (see Item 11). You will pay WETECH one annual fee, billed in quarterly installments, for these technology services, by means of a flat fee dependent on your Restaurant's Gross Sales during the trailing twelve months ending in September 2021 (the "Technology Fee"). If your Restaurant's Gross Sales were below \$1.5 million, you will pay \$6,500 annually. If your Gross Sales were \$1.5 million or higher, up to \$1.9 million, you will pay \$9,000 annually. If your Gross Sales were higher than \$1.9 million, you will pay \$12,000 annually. If your Restaurant is newly built, you will pay \$12,000 annually. For restaurants that do not use the Wendy's HelpDesk, the Technology Fee will be lowered by \$1,000 annually to offset HelpDesk fees paid to a third party help desk provider.

<sup>21</sup> This fee is intended to cover the costs associated with Wendy's Digital, LLC's role as merchant of record on such transactions, such as credit card processing fees, third party vendor transaction fees, and chargebacks.

<sup>22</sup> If your restaurant does not receive a passing score on its Food Safety Assessment, you will be charged for each re-assessment required pursuant to Wendy's Food Safety Escalation Policy.

<sup>23</sup> If you lease or sublease your Wendy's Restaurant from Quality and/or its affiliates, you will be charged rent, which will vary on a case-by-case basis. You will sign a standard Lease or Sublease along with other documents required by Quality and/or its affiliates, which will set forth the payment amount and timing of payments. In the event of a Build-to-Suit Sublease, the rent will typically equate to the amount paid by Wendy's under the head lease, plus one percent (1%) of Gross Sales, but may vary. Additionally, if you sublease the premises on which your Wendy's Restaurant is located from Wendy's in connection with the REPP or with respect to certain pre-existing Wendy's Restaurants, Wendy's may structure the rent under the Sublease to include an additional amount, typically but not always \$2,400 per year (payable \$200 per month) over and above the base rent due under the prime lease as an administrative fee to offset Wendy's costs and expenses in managing the head lease and sublease.



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

**YOUR ESTIMATED INITIAL INVESTMENT**

**Franchise Agreement**

Type of Expenditures	Estimated Amount	Method of Payment	When Due <sup>1</sup>	To Whom payment is to be made <sup>2</sup>
<b>Application Fee</b> <sup>3</sup>	\$5,000	Lump Sum	On Signing Preliminary Letter Agreement	Quality
<b>Training Expenses</b> <sup>4</sup>	\$26,000-\$100,000	As Agreed	As Incurred	Third Parties
<b>Initial Technical Assistance Fee</b> <sup>5</sup>	\$50,000	Lump Sum	On Signing Franchise Agreement	Quality
<b>Real Estate, Permits, Construction of Standard Prototype Restaurant and Site Improvements:</b> <sup>6</sup>				
Cash Purchase	\$1,147,000-\$2,515,000	As Agreed	As Incurred	Property Owner and Contractors
Financing (3 mos.)	\$271,000-\$551,000	As Agreed	As Specified in Financing Documents	Lender
Leasing (3 mos.)	\$24,000-\$63,500	As Agreed	As Specified in Lease or Sublease	Landlord
<b>Equipment:</b> <sup>7</sup>				
Cash Purchase	\$331,000-\$420,000	As Agreed	As Incurred	Vendors
Financing (3 mos.)	\$11,000-\$18,000	As Agreed	As Specified in Financing Documents	Lender
<b>Signage:</b> <sup>8</sup>				
Cash Purchase	\$58,000-\$100,000	As Agreed	As Incurred	Vendors
Financing (3 mos.)	\$2,000-\$4,000	As Agreed	As Specified in Financing Documents	Lender
<b>Technology:</b> <sup>9</sup>				
Cash Purchase	\$65,000-\$100,000	As Agreed	As Incurred	Vendors
Financing (3 mos.)	\$3,000-\$4,000	As Agreed	As Specified in Financing Documents	Lenders
<b>Opening Inventory and Supplies</b> <sup>10</sup>	\$13,000-\$18,000	As Agreed	As Incurred	Vendors
<b>Additional Funds</b> <sup>11</sup> - 3 Months	\$150,000-\$192,000	As Agreed	As Incurred	Franchisee Employees/Vendors
<b>Grand Opening Advertising</b>	\$7,500-\$10,000	As Agreed	As Incurred	Advertising Sources
<b>Security Deposit, Utilities, Licenses and Other Prepaid Expenses</b> <sup>12</sup>	\$20,000-\$165,000	As Agreed	As Incurred	Landlord or Other Providers
<b>Insurance Cost</b>	\$15,000-\$35,000	As Agreed	As Incurred	Third Parties

Type of Expenditures	Estimated Amount	Method of Payment	When Due <sup>1</sup>	To Whom payment is to be made <sup>2</sup>
<b>TOTAL ESTIMATED INITIAL INVESTMENT</b> <sup>13</sup>	<b><u>\$1,887,500-\$3,693,000</u></b>	<b>If you pay cash for Land, Building, Site Improvements, Equipment, Signage and Technology</b> <b>If you finance the Land, Building, Site Improvements, Equipment, Signage and Technology</b> <b>If you lease the Land, Building, Site Improvements, and finance the Equipment, Signage and Technology</b>		
	<b><u>\$556,500-\$1,135,000</u></b>			
	<b><u>\$329,500-\$647,500</u></b>			

<sup>1</sup> None of the expenditures listed in Item 7 are refundable, except if you are participating in REPP, you may cancel your REPP project and obtain a refund of the \$17,500 Transaction Services Fee until the date on which Wendy's has approved the proposed site for the development of a new Wendy's Restaurant, and under Wendy's Build-to-Suit Program, a portion of the Real Estate Procurement Services Fee (less certain costs and expenses incurred by Wendy's) shall be refundable until the date on which Wendy's Executive Capital Committee approves the proposed opportunity.

<sup>2</sup> If you are purchasing a company-owned Wendy's Restaurant, whether under the system optimization initiative (see Item 1) or not, then Quality or its affiliates may be the recipient of the expenditures under some of the categories referenced in the table below.

<sup>3</sup> The current Application Fee is \$5,000. Quality usually collects the Application Fee upon your signing a Preliminary Letter Agreement. The Application Fee is applied toward the cost of initial orientation and the processing of the application. Quality is under no obligation to refund the Application Fee under any circumstances; however, Quality may credit this fee if you are part of a special program in certain limited circumstances.

<sup>4</sup> There are no additional charges paid to Quality for the initial training (except for a portion of the Technical Assistance Fee - see Item 5). However, if training occurs outside the market area of your Wendy's Restaurant, you and your management staff are responsible for personal expenses associated with room, board and transportation while attending franchise training, the scope of which depends on your level of prior experience, and whether you have management staff available from existing Wendy's Restaurants. In that instance, your training expenses will be substantially less than the amounts shown here. The cost of living expenses for meals, lodging and transportation will vary depending on the number of weeks in training, the distance traveled, location of training, the mode of transportation chosen and other factors. The amounts included in the high range of this category assume living expenses for 1 general manager for 24 weeks, and 3 assistant managers for 8 weeks. This item includes the estimated salary for a general manager of the Wendy's Restaurant during a 20 to 24 week period, and the estimated salary of 3 assistant managers for an 8-week period. This estimated range of costs for training expenses includes an amount for the Training PC (see Item 11) required to be in each Wendy's Restaurant See Item 11 for additional information on training requirements.

<sup>5</sup> Currently, you must pay a lump sum of \$50,000 upon signing the Franchise Agreement. Quality is under no obligation to refund the Technical Assistance Fee under any circumstances. The Technical Assistance Fee may be reduced when developing non-traditional restaurants, such as fuel stations, transportation centers, food courts, military bases, or delivery only units, or in other unique circumstances (see Item 5). If you are approved to participate in our Franchise Flip program, the Franchise Flip Fee is paid in lieu of the Technical Assistance Fee and is reduced to \$25,000. As part of our Groundbreaking Incentive you will receive a 50% discount on your Technical Assistance Fee for the first restaurant you develop under our current form of Groundbreaking Development Agreement; you must also participate in Wendy's FDP program to receive this discount (see Item 5). Additionally, if you have executed a Groundbreaking Development Agreement and you open a Restaurant prior to December 31, 2022, which is opened on an accelerated basis at least 12 months ahead of your development schedule, your Technical Assistance Fee for that Restaurant will be waived. If you qualify for the 2021-2022 Base Incentive, your Technical Assistance Fee will be waived. See Item 6 for additional information regarding our current development incentives.

<sup>6</sup> You will have the option of purchasing for cash, financing or leasing your acquisition, construction and improvements of your Wendy's Restaurant and premises. The Wendy's Restaurant premises will typically be located in freestanding or in-line locations but may, in appropriate circumstances, be located within an enclosed structure (for example, a shopping mall). During 2022, if you build a Wendy's Restaurant, the approved building designs are known as the Smart Family of designs (see Item 1). The Smart Family of designs represent the base level design for a new Restaurant. The cost to build a new Restaurant with the Smart Family of designs are within the range of costs required to build a new Wendy's Restaurant as described in this Item 7; however, if you include multiple upgrades, your total cost could exceed the cost ranges described in this Item 7. You can elect to add a number of upgrades to any design at your option, and at additional cost. The upgrades include such things as digital menuboards, order station canopy, pickup window awnings, and covered and uncovered patios. The complete list of upgrades can be found on WeConnect. The building and site construction cost estimates are based on development in Columbus, Ohio. You will need to adjust your projected costs based on the location where you plan to build, as actual costs vary considerably

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according to local building and zoning ordinances, prevailing construction costs in the geographic region, size and condition of the site. The Smart Family of designs includes multiple dining room capacities as well as two kitchen types: double line cook center and single line cook center. You can find out about all available building types on WeConnect or by contacting our Franchise Development Department. If you participate in our Drive Thru Only Early Adopter Program, and develop a drive thru only Wendy's Restaurant under one of our current drive thru only designs, your new restaurant design will differ from the typical Wendy's Restaurant, and in addition to the Franchise Agreement, you will be required to execute the Drive Thru Only and Drive Thru Only+ Early Adopter Agreement ("DTO Agreement") attached on *Exhibit P-1*. If you participate in our Global 2.0 Early Adopter Program, and develop a Global 2.0 Wendy's restaurant, your new restaurant design will differ from the typical Wendy's Restaurant, and in addition to the Franchise Agreement, you will be required to execute the Global 2.0 Early Adopter Agreement attached on *Exhibit P-2*. The range of costs described in this table does not reflect the construction costs associated with a drive thru only location or Global 2.0 design, or with certain types of nontraditional Restaurant locations such as delivery kitchens. If you elect to contract with Quality to perform project management services for the reimagining of an existing Restaurant or construction of a new Restaurant (including scrape and rebuild and gut and rebuild of your existing Restaurant) under the FDP, you will be required to sign the corresponding form of Project Management Agreement attached as *Exhibit L* (for reimagining or stand-alone projects) or *Exhibit C to Exhibit M* (for REPP projects) to this disclosure document, and pay the FDP Fee which is \$35,000 for new Restaurant construction or for a scrape and rebuild, or a gut and rebuild, \$20,000 for Remodels, plus pay Quality and/or its affiliates for all reimbursable expenses, including travel fees (see Item 5). A scrape and rebuild is a project in which the building is completely demolished, and the site work is typically demolished as well, resulting in essentially a new building on an existing site. A gut and rebuild is a project in which the interior of the building is gutted, with removal of one or more external walls, but in which most of the building shell remains in place. Typically with a gut and rebuild, the site work remains in place. The currently required components of the Smart Family, Remodel, Refresh, and Refresh Lite designs are set forth in the current prototypical drawings and the respective New Build Minimum Requirements, Remodel Minimum Requirements, Refresh Minimum Requirements and Refresh Lite Minimum Requirements listings which are *Exhibits E-H* to this disclosure document. Updates to the prototypical drawings and Minimum Requirements will be posted to WeConnect and Information Gateway when they occur. Many of the components are enumerated in the Equipment, Signage and Technology section and footnotes of this Item 7. The square footage associated with the Smart Family designs generally ranges from 2,385 to 3,012 square feet. If you elect to have Wendy's locate and develop your new Wendy's Restaurant under Wendy's Build-to-Suit Program, you will be required to sign the Build-to-Suit Letter of Agreement attached to this disclosure document as *Exhibit N* and must pay the Real Estate Procurement Services Fee of \$30,000 (plus applicable taxes). A portion of the Real Estate Procurement Services Fee (less certain costs and expenses incurred by Wendy's) shall be refundable until the date on which Wendy's Executive Capital Committee approves the proposed opportunity. At such time that the Restaurant location is approved by you and Wendy's Executive Capital Committee and Wendy's signs a head lease for, or a contract to purchase, the Restaurant premises, you must sign the franchise agreement (*Exhibit B* to this disclosure document) and Build-to-Suit Sublease Agreement (*Exhibit N* to this disclosure document) and must pay a Real Estate Development Services Fee of \$40,000 (plus applicable taxes). In addition to the Real Estate Development Services Fee, you are responsible for all out-of-pocket expenses incurred by Quality and/or its affiliates on each project, including travel expenses. If you elect to use our real estate procurement services to locate and select (subject to your approval) a site for a new Restaurant under the REPP, you will be required to pay a Real Estate Services Fee of \$12,500 and a Transaction Services Fee of \$17,500 to cover certain of our costs, plus \$50,000 to be applied to the Technical Assistance Fee for the Restaurant. The Transaction Services Fee shall be refundable until the date on which Wendy's has approved the proposed site for the development of a new Wendy's Restaurant. Under the REPP, you are also required to pay a Project Fee of \$30,000 and sign a REPP Project Management Agreement (see Item 5).

If you acquire existing Wendy's Restaurants from Quality and/or one of its affiliates under the U.S. System Optimization Initiative (see Item 1), you may be required to participate in the FDP and pay the required FDP fees up front for any Restaurants which must be reimaged as described in the Asset Purchase Agreement to be entered into between you and Quality and/or one of its affiliates. If you acquire an existing Wendy's Restaurant, whether from Quality, one of Quality's affiliates or from another franchisee, your investment will depend on the price you negotiate with the seller. In that instance, you will be required to reimage the existing Wendy's Restaurant along with other of your Wendy's Restaurants to come into compliance with Quality's reimage requirements whereby 100% of all Restaurants in your Wendy's Restaurant portfolio must be reimaged by 2024 in accordance with Quality's then-current reimagining design plans, specifications and standards, with 70% reimaged by the end of 2022, and 85% reimaged by the end of 2023. In 2022, the cost to remodel a Wendy's Restaurant in connection with transfers, renewals, and under the Wendy's System's reimage requirement, as periodically required under the Franchise Agreement will depend upon which upgrade options are selected. If you complete a full interior and exterior reimage based on the Ultra-Modern Remodel designs, your estimated cost will range from \$600,000 to \$900,000. If you are reimaging what is known in the Wendy's system as a "Modern" Restaurant, the estimated cost range is from \$640,000 to \$900,000, and if you are reimaging what is known in the Wendy's system as an "Image" Restaurant, the estimated cost ranges from \$600,000 to \$900,000. The lower end of these ranges represents the base level of the Remodel designs applicable to remodeled "Modern" or "Image" Restaurants, respectively, while the higher end of the ranges may include a number of upgrades to the base design for each type of Restaurant you remodel.

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In addition, the city and state where the Restaurant is located may have a significant impact on the cost to remodel. If you complete a scrape/ rebuild of your Restaurant, the estimated cost will range from approximately \$1,147,000 to \$2,515,000. The Refresh design is inspired by Image Activation, but is not as extensive as a full exterior/interior remodel under the Remodel designs. The currently required components of Refresh are set forth on the Refresh Minimum Requirements listing which is *Exhibit G* to this disclosure document. The estimated cost for a Refresh is expected to range from \$275,000 to \$400,000. For various reimage designs (Remodel, Refresh and Refresh Lite), you will likely have Facility Evaluation (“FE”) costs that will range approximately from \$20,000 to \$275,000, which will vary based on the required repair and maintenance work needed. The FE work is in addition to the reimagining work and costs, and you must pay a nominal fee (\$152.50) to have an FE completed. Further, if you have not previously installed water filtration or replaced or upgraded your grill, installed the exterior rotating menuboard, rotating pre-sell board or freestanding order confirmation display system, you may incur additional costs to do so. The cost of a POS system is also not included in the cost ranges above (see Item 11). If your franchise agreement is expiring and you anticipate your Wendy’s Restaurant will be closing soon, subject to Quality’s approval, you may request extension of your existing franchise term to December 31, 2025 at the latest. This is referred to as a “Sunset Extension,” which is not a renewal option and terminates your renewal rights under your existing franchise agreement. After the expiration of the extended term, the Wendy’s Restaurant must close and be de-identified. In certain circumstances, you may also be eligible for a shorter “Sunrise Extension” extending your existing franchise term to December 31, 2024 at the latest, which will not terminate your renewal rights under your existing franchise agreement. Both the Sunrise Extension and the Sunset Extension require that you pay a nominal fee (\$152.50) to have an FE completed at least once at the beginning of extended term, and complete all required work under each FE as determined by Quality. The estimated cost of the required FE work ranges from \$10,000 to \$275,000. The Sunset Extension also applies to transfers of interest (see Items 5 and 6 for more information about the 2022 renewal and transfer requirements).

If you acquire an existing Wendy’s Restaurant by transfer from a Wendy’s franchisee, including if you are approved to do so through our Franchise Flip program, your reimagining requirement for the Restaurant will be governed by Quality’s reimage requirements which require that 100% of all Restaurants in your Wendy’s Restaurant portfolio be reimaged by 2024 in accordance with Quality’s then-current reimagining design plans, specifications, and standards, with 70% reimaged by the end of 2022, and 85% reimaged by the end of 2023. All Restaurants transferred must have completed all FE work at the Restaurants within a specified period of time from the date of transfer, which varies depending on how many Restaurants you acquire. See Item 1.

If you purchase a newly-built Wendy’s Restaurant for cash, the cost of the real estate, site improvements and construction should range from \$1,147,000 to \$2,515,000. Specifically, the land cost should range from \$400,000 to \$1,200,000. The estimated cost for site improvements, such as paving curbs, sidewalks, lighting and landscaping, should range from \$240,000 to \$500,000. This cost will vary depending on the size, condition and location of the premises as well as the demand for the premises among prospective purchasers and municipal requirements for off-site improvements and utility connection fees. The estimated cost for construction will range from \$600,000 to \$800,000. The estimated cost for plans and permits will range from \$100,000 to \$200,000. For 2022, the estimated cost ranges for real estate, site improvements and construction of the Smart Family of designs are expected to fall within the cost ranges described in this Item 7. However, if you choose to include multiple upgrades to the standard Smart Family of designs, your costs for construction could exceed the ranges shown in this Item 7.

If you finance the purchase of a newly-built Wendy’s Restaurant, the cost of financing for a 3-month period should range from \$251,000 to \$551,000, assuming 20% cash down payment, a 15-year amortization, an interest rate of 5.0%, and closing costs. The costs shown in the ranges here include your 20% down payment, closing costs (paid up front) and 3 monthly payments. This financing cost will vary significantly depending on your creditworthiness, the lender selected, interest rates, closing costs and other factors. Based on the range of costs for real estate, site improvements and construction noted above, the down payment will range from \$229,400 to \$503,000, and the monthly payment will range from \$7,300 to \$15,900.

If you lease the land, building and improvements, the amount of 3 months’ rent should range from \$20,000 to \$50,000 and will depend on the size, condition and location of the premises and the demand for the premises among prospective lessees or purchasers.

<sup>7</sup> You will have the option of purchasing for cash, or financing the equipment associated with the Wendy’s Restaurant. The equipment will include sinks, counters, refrigerators, freezers, double-sided grill, ovens, bun toasters, Coca Cola® Freestyle or (in limited cases) the Bevariety self-serve drink station, sandwich stations, fry station, Frosty™ machines, tables, chairs, cabinets, desk and other related equipment and supplies that range in cost from \$331,000 to \$420,000. The cost range for equipment does not include any ongoing monthly fee that may be associated with Coca Cola® Freestyle or Bevariety. If you finance the purchase of equipment, the cost of financing for a 3-month period should range from \$14,000 to \$18,000 (including closing costs), assuming no cash down payment, a 7-year amortization and interest rate of 5.0%. The costs shown in the ranges here also include 3 monthly payments. These costs will vary significantly, depending on your creditworthiness, the lender selected, interest rates, closing costs and other factors. Based on the range of costs for equipment noted above, your monthly payment will range from \$4,700 to \$5,900. With the exception of Coca Cola® Freestyle or Bevariety equipment, and a few other smaller pieces of

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equipment, Wendy's Franchisees typically do not lease equipment. Therefore, the costs for equipment are described only in the cash purchase and financing categories described above.

<sup>8</sup> You will have the option of purchasing for cash or financing the signage associated with the Wendy's Restaurant. Signage includes the installed pylon sign, building signs, exterior rotating menuboard and rotating presell board, that range in cost from \$58,000 to \$100,000. If you finance the purchase of signage, the cost of financing for a 3-month period should range from \$2,000 to \$4,000 (including closing costs), assuming no cash down payment, a 7-year amortization and interest rate of 5.0%. The costs shown in the ranges here also include 3 monthly payments. These costs will vary significantly, depending on your creditworthiness, the lender selected, interest rates, closing costs and other factors. Based on the range of costs for signage noted above, your monthly payment will range from \$800 to \$1,400.

<sup>9</sup> You will have the option of purchasing for cash or financing the technology associated with the Wendy's Restaurant. Technology may include modern POS hardware and single source software, PC, Wi-Fi, music system, digital menuboards, headsets, timers and outside order confirmation display, that range in cost from \$65,000 to \$100,000, which includes sales taxes, local charges specific to individual Restaurants, and does not include travel costs of installers or shipping costs, which vary according to a Restaurant's location. The currently required technology components are set forth in the New Build Minimum Requirements which is *Exhibit E* to this disclosure document. Quality also publishes and maintains Technology Buyers Guide, which are available on WeConnect, which provide additional information about technology options available to current franchisees. The range for technology does not include the ongoing annual maintenance costs associated with various technology components. See Item 11 for those costs and for other requirements and specifications about technology. See Item 8 for a summary of your required technology purchases. If you finance the purchase of technology, the cost of financing for a 3-month period should range from \$3,000 to \$4,000 (including closing costs), assuming no cash down payment, a 7-year amortization and interest rate of 5.0%. The costs shown in the ranges here also include 3 monthly payments. These costs will vary significantly, depending on your creditworthiness, the lender selected, interest rates, closing costs and other factors. Based on the range of costs for equipment, signage and technology noted above, your monthly payment will range from \$900 to \$1,400.

<sup>10</sup> The range will vary depending upon the actual size of the Wendy's Restaurant, its performance and the inventory required.

<sup>11</sup> This item estimates your additional expenses before operations begin and your ordinary recurring business expenses for a 3-month period which are in addition to the other expenditures listed in Item 7. The estimated amounts do not include royalties and advertising fees, and assume that none of your expenses are offset by any sales generated during the initial 3-months of operations. These expenses include items like management labor, crew labor, payroll costs, benefits, repairs and maintenance and other service contracts and miscellaneous additional costs. These figures are estimates, and we cannot guarantee that you will not incur additional expenses during the startup of your business. For example, if there is a federal or state mandated minimum wage increase, you may incur an increase to the hourly rate paid for crew labor. Your costs will depend on a number of additional factors such as your management skill, experience and business acumen, economic conditions, the local market for your business, competition and the performance of your Wendy's Restaurant.

<sup>12</sup> This item estimates your miscellaneous opening costs and expenses, like installation of telephones, deposits for gas, electricity and other services, business licenses, legal and accounting expenses.

<sup>13</sup> The variances in the ranges contained in Item 7 are based on nearly 50 years of Quality and its predecessor's experience in the restaurant business and depend upon whether you purchase for cash, finance or lease the land, building, improvements, equipment, signage and technology for the Wendy's Restaurant. The totals listed may vary if you elect to use a combination of these alternatives to acquire the assets needed for the Wendy's Restaurant. For example, you may choose to lease the site of the Wendy's Restaurant, but purchase the necessary equipment, signage and technology package. You should review these figures carefully with a business advisor before making any decision to acquire the franchise.

## **ITEM 8**

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

#### **Franchise Agreement**

You must operate your Wendy's Restaurant according to Quality's system standards. Quality may regulate, among other things, the real estate, the type, model and brands of required fixtures, furnishings, equipment, signs, technology, materials and supplies to be used in operating your Wendy's Restaurant, required or authorized products and product categories and the approved suppliers of each item. Under Wendy's Franchise Development Program to build your Restaurant, you may be required to utilize preferred service providers approved by Wendy's. In addition, you must adhere to the standards and specifications established by Quality which may impose minimum requirements for delivery, performance, quality, safety, security (including information security) and cost. Quality's standards and specifications are for menu

items, food products, packaging, advertising materials, supplies, ingredients, real estate, equipment, signs, fixtures, technology, furnishings and other items used in the operation of your Wendy's Restaurant. Quality and some of its affiliates described in Item 1 are approved suppliers of real estate and equipment (whether you purchase or rent your Wendy's Restaurant). Unless you are acquiring a specific Restaurant from Quality or its affiliates, you need not purchase (or lease) real estate or equipment from Quality or its affiliates. In addition, in most instances, you must purchase or lease the various products or services required for your Wendy's Restaurant from a list of suppliers approved by Quality, or you must purchase or lease products or services which conform to Quality's specifications.

From 90%-95% of your total purchases associated with establishing your Wendy's Restaurant and from 90%-95% of your total purchases associated with the ongoing operation of your Wendy's Restaurant must either be purchased or leased from Quality, its affiliates, or Quality's approved suppliers, or must conform to Quality's specifications. In Quality's fiscal year ended January 2, 2022, affiliates of Quality generated revenues of \$254,895,166 from the sale and leasing of real estate and equipment to Wendy's franchisees. This represents 13.76% of Quality and its affiliate's total revenues of \$1,851,766,000 for that period. This data was derived from Wendy's Co.'s annual financial statement dated January 2, 2022, as well as other work papers and accounting records related to that period.

Quality will provide you with an approved supplier list covering a great many of the products and services you use in the operation of your Wendy's Restaurant. The approved supplier list may be provided to you electronically through the Wendy's internet system, referred to as WeConnect (see Item 11), or may be provided to you by other written communications, including Quality's operations manuals, other manuals or in Quality's policy statements. (If you are an existing Wendy's franchisee, you will have access to WeConnect on an ongoing basis. If you are not an existing Wendy's franchisee, you will not have access to WeConnect but Quality will provide you with relevant information drawn from WeConnect on your reasonable request and subject to confidentiality requirements.) This list may be changed by Quality at any time. Coca-Cola® is the main supplier of soft drinks (and single-serve fruit juices) approved by Quality, and while you must purchase your primary soft drink products from Coca-Cola®, you may also purchase soft drink supply for up to 2 fountainheads from other soft drink suppliers approved by Quality depending upon your type of beverage equipment and whether it is owned or leased, when it was installed, and the number of valves on the equipment. Quality's supplier list also includes sources of supply for meat, bakery goods, produce, and other food products, paper products containing the Wendy's logo, kids' meal premiums, cleaning supplies and materials, furniture, fixtures, equipment and technology used in your Wendy's Restaurant (including products and services that are designed to support more secure processing of payment card information and assist you with PCI-DSS compliance), signage, uniforms, building materials for your Wendy's Restaurant, and a variety of other products and services. Some components of technology for your Wendy's Restaurant, including Aloha software for the POS system (supplied by NCR), point-to-point encryption for payments, software for digital menuboards, television content, and customer Wi-Fi, are available from only one supplier (see Item 11 and WeConnect). Except as described in this Item 8, there are no products or services for which Quality and its affiliates are the only approved suppliers. Although you are restricted in purchasing or leasing those products or services referred to above, and Quality mandates that you purchase your primary soft drink products from Coca-Cola® and certain technology components from specified suppliers, you are not restricted in purchasing or leasing some other miscellaneous products or services, like non-Wendy's logo paper products, some supplies, and some materials and service contracts. Quality may mandate that you purchase other products or services from specific suppliers in the future.

Since you must purchase a large number of different products for your Wendy's Restaurant from multiple suppliers, it is time and cost prohibitive to purchase all of those products directly from the approved suppliers. As a result, you will likely purchase most products from the approved distributor in Quality's

distribution network as described below. A distributor purchases many of the products required to operate Wendy's Restaurants from Quality's approved suppliers, and in turn, makes those products available to you on a consolidated basis. The Wendy's system has contracts of varying lengths with distributors throughout the United States in order to ensure a broad distribution network for the Wendy's system. These distribution contracts are maintained and managed by Quality Supply Chain Co-op, Inc., a Delaware corporation ("QSCC"), a purchasing cooperative described below. Quality's distribution network is divided into geographic areas based upon the Wendy's Restaurants located within a specific grouping of DMAs ("Designated Market Areas," see Items 11, 16 and 17). At your request, QSCC will provide you with the name and contact information for the distributor within your geographic area. One or more officers of Quality may own nominal interests in certain of Quality's suppliers or distributors which are publicly traded.

Quality requires all suppliers and vendors that are approved to provide goods, products, equipment or services to Wendy's Restaurants in the United States to sign a supplier code of conduct on an annual basis.

Quality's approval of distributors is based on many of the same factors with respect to suppliers, as described in this Item 8, along with other factors specific to distributors. Once approved by Quality, as acceptable based on its considerations, QSCC performs a formal Request for Proposal ("RFP" process) in order to select the distributor for a specific geographical area, at which time input is solicited from both Wendy's franchisees and company-owned store management. You can request that QSCC consider a Quality-approved distributor in your geographic area at any time. QSCC will consider a distributor you propose in the context of the expiration or renewal of a QSCC contract with an existing distributor, and if the proposed distributor is approved by Quality, chooses to participate in the RFP process and meets the requirements pertaining to that process, is willing to supply all stores in the applicable area, and is selected under the RFP process for that area. If approved, the distributor may be required to enter QSCC's standard distribution agreement and any related documentation QSCC may require. Distributors are inspected by Quality's quality assurance auditors, as well as by third-party professionals experienced in auditing distribution centers, which are nominated by the distribution center and subject to our approval. QSCC monitors and evaluates distribution capabilities, performance and customer satisfaction levels.

### **Quality Supply Chain Co-op, Inc.**

Purchasing activities for food, packaging and equipment used in the Wendy's system are conducted through QSCC. QSCC began operating in January 2010 and is organized under Delaware law and federal tax laws to operate on a cooperative basis. Under those laws, QSCC may distribute its net income not required for working capital or reserves to its members (the stockholders of QSCC) each year as a "patronage dividend."

QSCC was formed to act as the sole authorized purchasing organization and purchasing agent for Wendy's company and Wendy's franchised Restaurants located in the United States and Canada. QSCC is not an affiliate of Quality and was organized and operates independently of Quality. Quality's predecessor, WIL, and most Wendy's franchisees are stockholders of QSCC.

QSCC is governed by an 11-member Board of Directors comprised of: (i) two Directors elected by Quality's predecessor, WIL; (ii) two Directors elected by the franchisee members from each of the North, South and West regions; (iii) one at-large Director elected by all members of QSCC; (iv) one Canadian franchisee Director, who is a non-voting member of the Board except on Canada matters; and (v) the President of QSCC, who is a non-voting ex officio member of the Board. Each year, typically three or four Directors are up for re-election by the stockholder members of QSCC on a rotating basis.

Quality does not require that you join QSCC. Subject to the limitations described below, you may purchase through QSCC negotiated arrangements as a non-member (in which case you will have no voting rights and will not be entitled to patronage dividends).

QSCC attempts to negotiate the best possible sustainable delivered price among Quality's approved suppliers, taking into consideration price, quality, service and the best interests of the Wendy's system on various food and packaging products used by the Wendy's system. QSCC may collect sourcing fees, directly and indirectly (via distributors or suppliers), from each operator that purchases through QSCC negotiated arrangements to fund the purchasing programs and services of QSCC. Any revenue QSCC realizes from the cumulative sourcing fees that is not used to fund the purchasing programs and services of QSCC may be paid out to the stockholder members of QSCC as an annual patronage dividend.

Once you obtain the franchise and licensed rights from Quality to operate a Wendy's Restaurant, you will be eligible to join QSCC. To join QSCC, you must buy one share of QSCC "Common Stock" (currently priced at \$100) no matter how many Restaurants you own. If you later sell all of your Wendy's Restaurants (or otherwise become ineligible for membership), QSCC may redeem your share at the original purchase price. If you join QSCC, you will be required to purchase virtually all of your food, packaging, equipment, services and distribution services through the supply chain programs of QSCC and to adhere to QSCC's business code of conduct.

QSCC conducts direct purchase programs ("Direct Purchase Programs") for certain restaurant equipment, signage, technology, building materials, furnishings, décor and services. Various approved suppliers for the above items and services are available under the Direct Purchase Programs. QSCC provides electronic access to this information, including the published prices in these categories of items and services, via QSCC's website and through a hyperlink on WeConnect. The Direct Purchase Programs provide Wendy's franchisees with the opportunity to purchase approved products and services directly from approved suppliers at competitive prices. However, Wendy's franchisees also can choose to purchase many products through Quality's approved distributors for an additional fee. The fee covers a mark-up on the cost of the products for services rendered to the franchisees by the distributor. A list of approved equipment distributors, including program details, can also be found on WeConnect.

Typically Quality and/or its affiliates' Research and Development and Quality Assurance Departments together formulate specifications for Wendy's food products, with an approved supplier for those products. After a draft specification is developed for the product, the specification is finalized once historical data confirms the product's attributes.

Quality's specifications for food products may be modified by Quality and/or its affiliates' Research and Development and Quality Assurance Departments only. Modifications may be based, for example, on changes in flavor profiles, changes in a product formula, or changes based on food safety considerations.

Quality will not issue to you its specifications (or modifications) for those food and paper products that Quality considers proprietary. However, if you request that Quality evaluate a supplier for possible approval, once Quality conducts an initial review to determine that the supplier has a basic ability to supply the product in a manner acceptable to Quality, Quality may issue its specifications directly to the supplier as long as the supplier signs Quality's non-disclosure and confidentiality agreements. The supplier will also be required to sign QSCC's standard supplier agreement in order to become an approved supplier.

Quality and/or its affiliates' Kitchen Engineering, Design Engineering, and Construction Engineering teams formulate the specifications and standards for products related to the building design, furniture, fixtures, finishes and equipment for your Wendy's Restaurant. The specifications for the building are created based on Quality and its affiliates' experience with building design and maintenance, and may



be modified, as the result of changes in local zoning and building restrictions (which your architect determines), as well as changes in design based on marketing research and information received by Quality and/or its affiliates. These modifications are communicated to you electronically, by way of WeConnect, as well as by various written communications produced by Quality and/or its affiliates' Kitchen Engineering, Design Engineering, and Construction Engineering teams. Quality and/or its affiliates' Kitchen Engineering Innovation team also formulates the specifications and standards related to the kitchen equipment needed for your Wendy's Restaurant, based on the product specifications developed by Quality and/or its affiliates' Research and Development Department and Quality Assurance Department. These kitchen equipment specifications and standards may be modified by Quality at any time based on changes in product formulation.

Quality and/or its affiliates' Restaurant Technology, IT Security, and Information Technology teams formulate the specifications and standards for the various technology components of the Restaurant as well as for the required or necessary payment card and data security standards (including, the Payment Card Industry Data Security Standard, "PCI-DSS"), which may also be published in system communications, policy statements and in the Operations Standards Manual from time to time (see Item 11 for more information). Quality's affiliate WETECH is currently the only approved supplier of certain foundational products and services that are designed to support more secure processing of payment card information and assist you with your obligation to comply with the PCI-DSS.

In all newly-constructed Wendy's Restaurants, you must install one of Quality's standard interior and exterior design packages, and are required to install specified equipment under its Image Activation standards (see Item 7). In addition, Quality also requires that when you transfer or renew your franchise, your Wendy's Restaurants must be remodeled and upgraded (see Item 6). In some instances, that remodeling and upgrade work will include the installation of specific required equipment. Additional details about Quality's remodeling and upgrade requirements are described on WeConnect.

Quality will issue you its specifications and standards related to various engineering, architectural design and equipment aspects of your Wendy's Restaurant, like prototype construction documents, and equipment specifications. Quality will provide these specifications and standards at no cost to you.

If you wish to purchase any food, Wendy's logo paper products, equipment, building materials or other products or services which must conform to Quality's specifications from anyone other than an approved supplier, you must submit a written request for approval to Quality. You may not purchase from any supplier until that supplier has been approved in writing by Quality. Quality's approval of any supplier will be based on Quality's approval criteria in existence at that time. These criteria may include production capabilities, experience in the Wendy's system, business reputation, financial capabilities, trends of the supplier's business, equivalency of the proposed supplier's services to previously identified sources, and other factors. Quality has the right to require that Quality or its agents be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered either to Quality or to an independent laboratory which Quality selects for testing. In addition, Quality may evaluate the supplier's production capabilities, their compliance with specifications for finished products, demonstration of long-term durability, their quality assurance programs, level of sanitation and food safety compliance. Quality may evaluate potential suppliers of equipment and building materials with in-lab testing, in-store evaluations and long-term in-store use. If approved, the supplier will be required to enter Quality's supplier code of conduct and QSCC's standard supplier agreement and any other related documentation which Quality may require. QSCC's standard supplier agreement provides for termination without cause, or due to the supplier's breach of the agreement. The time required for Quality to provide its approval (or disapproval) will vary depending on a variety of factors, including the complexity of the products or equipment and the impact of the equipment or product on the Wendy's system. Although Quality's predecessor, WIL, has not assessed a fee for supplier

approval in the past, you may in the future be required to pay Quality a fee which does not exceed the reasonable cost of the inspection and the actual cost of the test. Quality may also require that the supplier comply with other requirements. On occasion, Quality may also reinspect the facilities, products, and services of any approved supplier and revoke its approval if the supplier fails to continue to meet any of Quality's criteria. Quality is not required to approve any particular supplier, and may only approve a single supplier (which may include Quality and/or its affiliates) for certain items.

Quality's criteria for approval or rejection of a supplier of equipment and building materials is provided to Wendy's franchisees electronically, through the WeConnect, or by other written communications from Quality or from QSCC (see this Item 8).

During our fiscal year ended January 2, 2022, approximately \$13,447,000 in payments, marketing allowances and other consideration was provided to Quality's affiliates by some suppliers. The amounts received from these suppliers consisted of approximately \$13,314,000 from beverage suppliers, and approximately \$133,000 from non-beverage suppliers, as described below.

As noted above, approximately \$13,314,000 of this total was attributable to rebates, marketing allowances and other consideration provided to Quality's affiliates by approved beverage suppliers. This amount was principally attributable to systemwide beverage rebate and allowance programs based upon company store gallonage. The various rebates, marketing allowances and other consideration that were provided to Quality's affiliates by the approved beverage suppliers are also provided to franchisees as the result of franchisee purchases from those approved beverage suppliers and are based on systemwide programs which are available to both company and to franchisee stores on the same terms and conditions.

Approximately \$133,000 of the total described above was provided to Quality's affiliates by non-beverage suppliers and was principally comprised of payments and other consideration attributable to product promotion activities and QSCC annual patronage dividends, as well as for Wendy's Co.'s annual convention.

In addition to the amounts provided to Quality's affiliates during its fiscal year ended January 2, 2022, approved beverage suppliers separately provided approximately \$8,446,000 in payments, marketing allowances and other consideration to WNAP. (A portion of this amount was received in a prior year, but was recognized in the fiscal year ending January 2, 2022).

In addition to the amounts that are provided to Quality and its affiliates and to WNAP as described above, some suppliers may also make contributions to charities endorsed or sponsored by Quality.

If you lease your Wendy's Restaurant from a third-party landlord, Quality may require you to submit the lease to Quality for its written approval before your execution of the lease. Your lease must contain certain provisions which are described in the Franchise Agreement.

In addition to the required purchases or leases described above, you must obtain and maintain, at your own expense, the insurance coverage that Quality requires and you must meet the other insurance-related obligations in the Franchise Agreement. Quality requires that you maintain an adequate amount of insurance coverage taking into account a) typical loss costs, judgments and settlements in your state or geographic region, b) your historical business insurance loss experience, and c) your loss exposure base (number of Wendy's Restaurants, automobiles, etc.). Your insurance coverage should include commercial general liability insurance, or an acceptable equivalent form of liability insurance coverage, umbrella excess liability insurance, commercial auto liability insurance for any auto, vehicle or equipment owned or operated by you, all-risk property insurance on a full replacement cost basis, including business interruption coverage, workers' compensation insurance at statutory limits (including employer's liability insurance)

and cyber risk insurance. The limit of liability afforded under the combination of commercial general liability and umbrella liability coverages should not be less than \$3,000,000, each occurrence. As we may require, you may satisfy your obligations to procure any of these types of insurance coverage by participating in a Franchisor-mandated insurance program. In such instances, you may be required to pay insurance premiums to us or to reimburse us for insurance premiums we have paid to insurance carriers on your behalf. For all types of insurance, the cost of coverage will vary depending on the insurance carriers, the terms of payment and your history. Quality may modify its guidelines for amounts and types of coverage in the future. The commercial general liability and umbrella liability insurance policies must name Quality as an additional insured, and in the case of property insurance, must name Quality (or its affiliates) as an additional interest and loss payee, as their interest may appear.

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

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

Obligation	Section in Agreement <sup>1</sup>	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 3 and 17 of Franchise Agreement; Section 2 of Preliminary Letter Agreement; Sections 5, 6, 7 and 8 of Development Agreement; Sections 7, 8, 9, and 10 of Groundbreaking Development Agreement	Items 7, 11 and 12
b. Pre-opening purchases/leases	Sections 3 and 6 of Franchise Agreement	Items 7, 8 and 10
c. Site development and other pre-opening requirements	Sections 3, 4 and 6 of Franchise Agreement; Section 9 of Development Agreement; Section 11 of Groundbreaking Development Agreement	Items 1, 7 and 11
d. Initial and ongoing training	Sections 3, 4 and 6 of Franchise Agreement; Section 1 of Preliminary Letter Agreement	Items 7 and 11
e. Opening	Sections 3 and 6 of Franchise Agreement	Items 7 and 11
f. Fees	Sections 2, 5, 12, 13 <sup>2</sup> , 15, 16 and 17 of Franchise Agreement; Section 4 of Preliminary Letter Agreement; Section 3 of Groundbreaking Development Agreement	Items 5, 6 and 7
g. Compliance with standards and policies/Operations Manual	Sections 1, 6, 7, 8, 9, 10 and 15 of Franchise Agreement; Section 9.B. of Development Agreement; Section 11.B of Groundbreaking Development Agreement	Items 1, 8, 11, 15 and 16
h. Trademarks and proprietary information	Sections 1, 6, 8, 9, 10, 17 and 18 of Franchise Agreement; Section 6 of Preliminary Letter Agreement; Sections 10 and 13 of Development Agreement; Sections 12 and 15 of Groundbreaking Development Agreement	Items 13 and 14
i. Restrictions on products/services offered	Sections 1, 6 and 18 of Franchise Agreement	Items 8 and 16

<b>Obligation</b>	<b>Section in Agreement<sup>1</sup></b>	<b>Disclosure Document Item</b>
j. Warranty and customer service requirements	Section 6 of Franchise Agreement	Item 16
k. Territorial development and sales quotas	Section 1 of Franchise Agreement; Section 3 and Exhibit B of Development Agreement; Section 4 and Exhibit B of Groundbreaking Development Agreement	Item 12
l. Ongoing product/service purchases	Sections 6 and 13 of Franchise Agreement	Items 8, 11 and 16
m. Maintenance, appearance and remodeling requirements	Sections 2, 6 and 17 of Franchise Agreement	Items 7 and 16
n. Insurance	Section 14 of Franchise Agreement	Item 8
o. Advertising	Sections 3, 4, 6 and 13 of Franchise Agreement; Section 8 of Preliminary Letter Agreement	Items 6 and 11
p. Indemnification	Sections 17, 18 and 21 of Franchise Agreement	Item 6
q. Owner's participation/management/staffing	Sections 6 and 18 of Franchise Agreement	Items 11 and 15
r. Records and reports	Sections 4, 6, 12 and 19 of Franchise Agreement	Item 11
s. Inspections and audits	Sections 6 and 12 of Franchise Agreement	Item 6
t. Transfer	Sections 15 and 19 of Franchise Agreement; Section 14 of Development Agreement; Section 16 of Groundbreaking Development Agreement	Item 17
u. Renewal	Section 2 of Franchise Agreement	Item 17
v. Post-termination covenants	Sections 17 and 18 of Franchise Agreement; Section 13 of Development Agreement; Section 15 of Groundbreaking Development Agreement	Items 14, 16 and 17
w. Non-competition covenants	Sections 6, 18 and 19 of Franchise Agreement	Items 16 and 17
x. Dispute resolution	Sections 22 and 28 of Franchise Agreement; Section 17 of Development Agreement; Section 19 of Groundbreaking Development Agreement	Item 17
y. Guarantee of Franchisee Obligations	Section 27.2 and Exhibit B of Franchise Agreement	Item 15

<sup>1</sup>Please note that all of these obligations are also obligations of any Guarantor under the terms of the Guaranty Agreement.

<sup>2</sup>You currently must spend at least 4% of Gross Sales on advertising. Currently, this 4% is allocated as follows: 3.50% for national advertising, and .50% for local and regional advertising (see Item 6).

## **ITEM 10**

### **FINANCING**

On occasion, Quality and/or its affiliates cooperate with various lenders in the lenders' efforts to provide financing to qualified franchisees for various purposes, including in coordination with Quality's Own Your Opportunity Program and in order to support Quality's Double-Sided Grill 2.0 Initiative. The terms of financing offered by these lenders may vary depending upon many factors (including the purpose of the loan, the financial strength of the franchisee, the number of Wendy's Restaurants involved and the financial climate at the time of the request) and therefore, the financing terms must be discussed with the lenders directly. You should consider these lenders only as financing alternatives, and you are under no obligation to finance through any lender. Quality and/or its affiliates are under no obligation to its franchisees to provide information regarding potential lenders.

Quality and/or its affiliates may in some situations offer its own leasing programs to new or existing franchisees who are in full compliance with their obligations to Quality and its affiliates. These programs require that the franchisee sign the various documentation described in each program below. In addition, if applicable, Guarantors may also be required to sign documentation, as well as the Guaranty described in Item 15 of this disclosure document, and which is attached as an exhibit to the Franchise Agreement. The financing programs which Quality and/or its affiliates may offer include the following:

#### **LEASING OF COMPANY-OWNED RESTAURANT PROPERTY**

As part of the disposition of certain Company Restaurants, Quality and/or its affiliates may lease or sublease a Wendy's Restaurant to a franchisee, or Wendy's may elect to sell the Restaurant to a franchisee but retain the fee or ground leasehold interest in the land upon which the Restaurant is situated. The lease or sublease terms provided will vary on a case-by-case basis, but the franchisee must sign a standard Lease or Sublease along with other documents required by Quality and/or its affiliates as part of its disposition program, such as an Asset Purchase Agreement, Bill of Sale and General Release of All Claims. The terms under a Sublease executed in connection with a disposition may vary substantially because, in this instance, Quality or one of its affiliates is itself obligated under the terms of an underlying prime lease. The rent payable by a franchisee under a Sublease will often exceed the amount of rent paid by Quality or its affiliate under the underlying prime lease.

Specimen copies of the documents required by Quality or one of its affiliates when leasing or subleasing a Wendy's Restaurant to a franchisee are attached to this disclosure document as part of collective *Exhibit Q*.

Additionally, Quality and/or its affiliates may sublease a Wendy's Restaurant to a franchisee as part of our REPP or Build-to-Suit Program. See Item 5 for additional information regarding the REPP and Build-to-Suit Program. The final terms of any such lease or sublease will vary on a case-by-case basis, but the franchisee must sign a standard Lease or Sublease along with other documents required by Quality and/or its affiliates as part of REPP or Build-to-Suit Program. The terms under a Sublease executed in connection with a REPP or Build-to-Suit Program may vary substantially because, in this instance, Quality or one of its affiliates is itself obligated under the terms of an underlying prime lease. The rent payable by a franchisee under a REPP Sublease will often exceed the amount of rent paid by Quality or its affiliate under the underlying prime lease. Further, the rent payable under a BTS Lease or Sublease will be determined by Quality and/or its affiliates in connection with the BTS Program, and will often exceed the amount of rent paid by Quality or its affiliate under the underlying prime lease.

In some circumstances, we may approve the transfer of a franchise to occur directly from an existing franchisee ("Transferor Franchisee") to a new franchisee ("Transferee Franchisee"). In such cases, where

Quality's affiliate was previously in the lease chain as landlord or sublandlord, Quality's affiliate may so continue. After you obtain Quality's approval and consent and provide proof of the assignment of the lease or sublease, Quality's affiliate acting as landlord or sublandlord will consent to the assignment of the lease or sublease in writing. The terms of the lease or sublease in this instance will be governed by the Transferor Franchisee's lease/sublease with Quality or its affiliate, and will be subject to any underlying prime lease.

The standard Lease and Sublease provide that the rent due will be automatically drafted (Lease Agreement, page 5, Sublease Agreement, page 5).

#### OTHER DIRECT AND INDIRECT FINANCING

In limited circumstances, Quality or its affiliates may offer deferrals, loans, waivers, setoffs and other forms of financial assistance in unique instances to existing franchisees (see Item 6). That assistance may be for ongoing franchise obligations, rent, real estate taxes or similar obligations which meet Quality or its affiliates' criteria. The terms of this financing may vary depending upon a number of factors, including the financial and operational status of the franchisee, the number of Wendy's Restaurants involved, and market conditions. In many cases, franchisee financing through Quality or its affiliates may be secured by satisfactory collateral, including the assets of the franchisee's business and other unencumbered assets, including the franchisee's personal assets (Security Agreement Section 2). (In these instances, the franchisee must typically sign a Secured Promissory Note, Security Agreement, UCC-1 Financing Statements, Real Estate Mortgage, and other applicable documents). In all cases, whether the financing is secured or unsecured, a General Release of All Claims must be signed. Specimen copies of these documents (except for the real estate mortgage, which varies state by state) are attached to this disclosure document as part of collective *Exhibit Q*. In no event can the assets of a franchisee's Wendy's business serve as collateral or security for any loan or other financing arrangement associated with any other business and, conversely, in no event can the assets of any other business serve as collateral or security for any loan or other financing arrangement associated with a franchisee's Wendy's business.

The financing arrangements provided by Quality or its affiliates as described in the preceding paragraph may provide a variety of repayment terms, typically up to 5 years, depending on the amount financed, the type of collateral provided, and other factors. The interest rate charged will vary depending on when financing is obtained as well as other factors; however, the simple annual interest rate generally charged by Quality is 8.5%. This rate is not an annual percentage rate calculated in accordance with the Consumer Credit Protection Act ("Truth in Lending") and Regulation Z.

Quality encourages prepayment and no prepayment penalty associated with financing of less than \$50,000 or for loan terms of less than 3 years applies (Secured Promissory Note, page 2). For financing of \$50,000 or more or a loan term of 3 years or more, however, while Quality will not itself enforce any prepayment penalty, if Quality sells or assigns a Note to a third-party purchaser, then a prepayment penalty will apply (Secured Promissory Note at page 2). In addition, for Notes with loan terms longer than 7 years, an additional prepayment factor will apply (Secured Promissory Note, at pages 2 and 3). Upon default by the franchisee, Quality may accelerate the balance of the Note and assess attorneys' fees and other costs incurred by Quality and associated with collection of the debt (Secured Promissory Note, pages 4 and 5 and Security Agreement, Section 7). In addition, the financing documentation contains cross-defaults to the Franchise Agreement (Security Agreement Section 8 and the Secured Promissory Note, page 4) and other documentation signed by the franchisee, and may also include a confession of judgment and other waivers (Secured Promissory Note at page 5 and Security Agreement, Sections 8, 9 and 11). The financing documentation may also contain waivers of certain defenses customary in financing arrangements.

Any prepayment penalties associated with this financing are described in the paragraph above (Secured Promissory Note at pages 2 and 3). The collateral taken as security under the Security Agreement

will vary depending upon the circumstances but may include both real estate and personal property as well as other assets (Security Agreement Section 2).

Quality may also provide unique financial arrangements for franchisees who have filed for protection under the United States Bankruptcy Code or who are involved in a state court receivership or similar financial restructurings. These financial arrangements may vary from Quality's standard policies and practices, and may require court approval.

## **ITEM 11**

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

#### **EXCEPT AS LISTED BELOW, QUALITY IS NOT REQUIRED TO PROVIDE YOU WITH ANY ASSISTANCE**

Quality may provide any of these services through its employees and representatives, through its affiliates or through any third party provider it designates.

Under the Servicing Agreement between Quality and WIL, the prior franchisor of Wendy's Restaurants, WIL entered into in June 2015 in connection with the Securitization Transaction described in Item 1, WIL will, at all times acting on Quality's behalf as Quality's independent contractor "Manager", discharge all of Quality's duties and obligations under Wendy's Franchise Agreements governing Wendy's Restaurants situated in the United States. See Item 1 for further details.

#### **PRE-OPENING OBLIGATIONS UNDER FRANCHISE AGREEMENT**

Before the opening of the Franchised Business, Quality is required by the Franchise Agreement to provide the following assistance and services to you:

1. Quality will review your request for the development of a Wendy's Restaurant at a particular location and will either accept, accept conditionally, or reject your request (Franchise Agreement - Sections 1, 3 and 5). Generally, Quality does not own and lease the Restaurant premises to you, unless you participate in our Build-to-Suit program. For more information about our Build-to-Suit program, see Item 5.
2. If you are opening your first Wendy's Restaurant, Quality will make available an initial training program at a location Quality designates (Franchise Agreement - Section 3.1).
3. Quality will provide to you prototypical plans and specifications for the construction of a standard Wendy's Restaurant and for the exterior and interior design and layout, fixtures, equipment, and signs (Franchise Agreement - Section 3.3).
4. Quality will conduct, as Quality deems advisable, periodic inspections of the Restaurant and Restaurant premises during construction to determine whether you are complying with the approved plans and specifications (Franchise Agreement - Section 3.7).
5. Quality will inspect and approve the Restaurant for opening before the opening of the Restaurant (Franchise Agreement - Section 3.8).

6. Quality will provide, at Quality's discretion, pre-opening and opening consultation and assistance (Franchise Agreement - Section 3.9).
7. Quality will provide you with online access, via WeConnect to the Operations Standards Manual, which is defined in this document as the "Manual" (Franchise Agreement - Section 9.1). Paper-based copies of the Manual can be ordered for delivery to you for a fee via WeConnect. The US Manual is available in English and Spanish. You are required to check WeConnect for updates to the Manual.
8. Quality will identify the equipment, signs, technology, fixtures, estimated opening inventory and supplies necessary to begin operations, and make available to you the specifications for these items (except for specifications for those food and paper products which Quality considers proprietary), and a list of approved and required suppliers (Franchise Agreement - Sections 3.3, 6.12, and 7). Quality does not generally provide, deliver or install any of these items, other than in connection with our Build-to-Suit program (see Items 5 and 8).

#### CONTINUING OBLIGATIONS UNDER FRANCHISE AGREEMENT

During the ongoing operation of the Franchised Business, under the Franchise Agreement Quality will provide the following assistance and services to you:

1. Quality will provide, as Quality deems advisable, periodic and continuing advisory assistance to you as to the operation, merchandising, and promotion of the Restaurant (Franchise Agreement - Section 4.4).
2. Quality may conduct, as Quality deems advisable, periodic inspections of the Restaurant, and evaluations of the products sold and services rendered by the Franchised Business (Franchise Agreement - Section 3.7).
3. Quality (or Quality's designee) will maintain, to the extent required by the Franchise Agreement, a system-wide advertising program, administered by WNAP (Franchise Agreement - Section 4.5).

#### PRE-OPENING OBLIGATIONS UNDER DEVELOPMENT AGREEMENT

Before you begin operating under the Development Agreement, Quality is required by the Development Agreement to provide the following assistance and services to you:

1. Determine the Development Area (defined in Item 12) within which you will look for Wendy's Restaurant sites (Development Agreement and Groundbreaking Development Agreement - Section 1 and Exhibit A).
2. Determine the mandatory Development Schedule for your Wendy's Restaurants (Development Agreement - Section 3 and Exhibit B, and Groundbreaking Development Agreement - Section 4 and Exhibit B).

#### CONTINUING OBLIGATIONS UNDER DEVELOPMENT AGREEMENT

During the ongoing operation under the Development Agreement, Quality will provide the following assistance and services to you:



1. Approve or disapprove a proposed site after receiving all requested information and materials (Development Agreement - Section 6 and Groundbreaking Development Agreement - Section 8).
2. Give you our site selection criteria for a Restaurant. Quality will approve or disapprove a location you propose after receiving your description of the proposed site. Quality will use reasonable efforts to help analyze your market area, to help determine site feasibility, and to assist in designating the location, although Wendy's will not conduct site selection activities for you (Development Agreement - Section 6 and Groundbreaking Development Agreement - Section 8).
3. Review your Restaurant's lease or sales contract to ensure it includes certain provisions required by Quality (Development Agreement - Section 6 and Groundbreaking Development Agreement - Section 8).
4. Grant you franchises to operate Wendy's Restaurants at approved sites in the Development Area. You must sign our then-current form of franchise agreement and related documents for each Wendy's Restaurant, the terms of which may differ substantially from those in the Franchise Agreement attached to this disclosure document (Development Agreement - Section 9 and Groundbreaking Development Agreement - Section 11).

### ADVERTISING AND PROMOTION

WNAP (The Wendy's National Advertising Program, Inc.) is responsible for, and administers, national advertising for the Wendy's system as follows:

1. WNAP was established to collect and administer funds contributed by Quality and/or its affiliates and by Wendy's franchisees. WNAP is intended to maximize general public recognition, acceptance, and use of the Wendy's system. WNAP is not obligated to make expenditures for you which are equivalent or proportionate to your contribution, or to ensure that you benefit directly or pro rata from expenditures by WNAP.
2. WNAP, all contributions to it, and any earnings by it, will be used exclusively to meet any and all costs of maintaining, administering, directing, conducting, and preparing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities which WNAP believes will enhance the image of the system.
3. You must contribute to WNAP via the Wendy's "iReceivables" electronic payment system as we designate (see Item 6). The amounts of your contributions are listed in Item 6. Other franchisees may contribute at different rates depending on the form of agreement under which they operate (see Item 6). All sums paid by you to WNAP will be maintained in a separate WNAP account solely for the benefit of WNAP.
4. WNAP is audited on an annual basis and financial statements of WNAP are available for your review.
5. Quality and/or its affiliates will, for each of the company-owned Restaurants operated under the system, make contributions to WNAP on the same basis as Wendy's franchisees. Occasionally, outside vendors or suppliers also make contributions to WNAP.
6. The Trustees of WNAP are actively involved in administering expenditures for national advertising. No less than 50% of the Trustees are Wendy's franchisees ("Franchisee Trustees"). Seven of the nine Franchisee Trustees are appointed by the Wendy's Franchise Association, an independent

franchisee association (Item 20). Franchisee Trustees are not required to be members of the Wendy's Franchise Association. The remaining Franchisee Trustees are appointed by Quality's predecessor, WIL. As long as WNAP exists, WIL will not exercise its rights to amend WNAP's Articles of Incorporation or Code of Regulations in any manner which would eliminate or materially alter the rights and benefits of Wendy's franchisees related to their participation in the governance of WNAP. If WIL creates a successor entity to WNAP, Wendy's franchisees will have the same rights and benefits as presently exist with respect to their participation in the governance of WNAP.

7. During the last fiscal year, 75.28% of the total monies expended by WNAP were spent on media placement, 11.45% on production/print costs, 8.77% on brand assets (including point of purchase costs, public relations, and digital), 1.33% on research, and 3.17% on administration expenses. Some of the administration expenses noted above were paid to Quality's predecessor, WIL, to cover wages for employees working on WNAP matters.

All advertising and promotion by you must be in a media, type and format as Quality may approve in writing, must be conducted in a dignified manner, and must conform to the standards and requirements as Quality may specify. You may not use any advertising or promotional plans or materials unless and until you submit samples to Quality and obtain Quality's prior written approval, if these plans and materials have not been prepared or previously approved by Quality.

Quality has the right, in Quality's discretion, to designate any geographic area for purposes of establishing an Advertising Cooperative ("Cooperative"). Currently, Quality uses the Designated Market Areas as defined by the Nielsen Company, which is a nationally recognized television ratings service. Quality also has the power to require a Cooperative to be changed, dissolved, or merged. If a Cooperative has been established for the geographic area in which your Restaurant is located at the time you begin operations under the Franchise Agreement, you must become a member of that Cooperative under the terms of the then-existing Cooperative Agreement. If a Cooperative for the geographic area in which your Restaurant is located is established during the term of this Agreement, you must immediately become a member of that Cooperative, and take all steps necessary to become a member. If Quality or one of its affiliates has a company-owned Restaurant(s) within the designated geographic area, then Quality or its affiliate, as applicable, will also be a member of the Cooperative and must contribute to the Cooperative on the same basis as Wendy's franchisees who are members of that Cooperative. You will not be required to be a member of more than one Cooperative for your individual Restaurant. The following provisions will apply to each Cooperative:

1. Each Cooperative must be organized and governed in a form and manner, and must begin operations on a date approved in advance by Quality in writing. Cooperatives must operate from written governing documents approved by Quality, which are available for your review. The members of the Cooperative are responsible for the administration of the Cooperative.
2. Each Cooperative must be organized for the purpose of administering and planning local advertising programs and developing standardized advertising materials for use by the members in local advertising, subject to Quality's written approval.
3. No promotional or advertising plans or materials may be used by a Cooperative or furnished to its members without Quality's prior written approval. All plans and materials must be submitted to Quality in accordance with the procedure set forth in the Franchise Agreement.
4. Quality may require the members of the Cooperative to make contributions to the Cooperative in those amounts as are determined by Quality. Your contribution to the Cooperative will be calculated on a percentage-of-sales basis (see Item 6).

5. Each member franchisee must submit to the Cooperative on or before the twentieth (20<sup>th</sup>) day of each month based on gross sales, for the preceding calendar month, its contribution, together with other statements or reports as may be required by Quality or by the Cooperative with Quality's prior approval. Cooperatives generally prepare annual or periodic financial statements which are available for review by the member franchisees.
6. Quality, in its sole discretion, may grant to any franchisee an exemption for any length of time from the requirement of membership in a Cooperative, upon written request of the franchisee stating reasons supporting the exemption. Quality's decision concerning the request for exemption will be final.

Advertising conducted by WNAP and the Cooperatives may be disseminated through various types of media approved by WNAP and Quality, including print, radio, Internet, social media, or television. Coverage of the media is local, regional, and national in scope. Advertising for WNAP is prepared by Quality and/or one of its affiliates' in-house and by outside advertising agencies. Advertising for Cooperatives is occasionally prepared by local agencies selected by the Cooperatives, but must be approved in writing by Quality before and after production before it may be used. For both WNAP and the Cooperatives, fees not spent in the fiscal year are carried forward and spent in the next fiscal year. Neither WNAP nor the Cooperatives use any funds for advertising that is principally a solicitation for the sale of franchises.

Except as described above, Quality is not obligated to spend any amount on advertising in the area where you are located.

#### GIFT CARDS AND DIGITAL COUPONS / LOYALTY PROGRAM

Both company operated and franchisee operated Wendy's restaurants are required to participate in the Wendy's gift card program, so that Wendy's customers can purchase gift cards from Wendy's Restaurants and can redeem gift cards at Wendy's Restaurants (including gift cards purchased at third-party retailer partner locations such as grocery stores and drug stores). Under the gift card program, customers can purchase, redeem in part or in full, as well as reload and/or increase the balance of issued gift cards. Revenue derived from selling, reloading or increasing the balance on Wendy's gift cards is not included in Gross Sales; however, revenue derived from purchases paid for with gift cards must be included in Gross Sales (see Item 6). Under the gift card program, franchisees pay a monthly fee (currently \$5.00 per month per Restaurant) to a third-party vendor who provides processing and settlement services for the program. To participate in the gift card program, franchisees can use their existing credit card terminal or an approved credit card terminal or point of sale system (if compatible with third-party vendor programming) to accept gift cards, or purchase or lease a separate terminal to accept gift cards. In the future, Quality or an affiliate, may provide processing and settlement services for the gift card program.

Quality requires the acceptance of mobile pay through the Wendy's Application ("Wendy's App"). Wendy's customers are able to load funds into their digital account from their credit or debit cards, or from a Wendy's gift card, and then use the funds in their digital account to pay for food purchased in the Restaurant. In this way, the digital account is an extension of the Wendy's gift card program. Under the current Wendy's mobile pay program, Wendy's Franchisees must pay 2.9% on every mobile pay redemption for in-Restaurant purchases. As the mobile-pay program evolves to include new features and functionality, Franchisees' payment requirements may also change. Additional features of the Wendy's App include mobile ordering and online direct marketing and couponing, and in some markets, in-app delivery ordering. Wendy's Franchisees must pay a transaction fee for in-app delivery transactions, which is currently 2.8%. Wendy's plans to add additional accepted methods of payment for both mobile and in-

restaurant transactions, such as Apple Pay and Google Pay, which will be subject to the applicable in-Restaurant and in-app fees.

You will be required to accept coupons and offers provided digitally to customers through the Wendy's App and other methods, and you will be required to honor and fulfill rewards earned by customers through the system-wide customer loyalty program, regardless of whether the loyalty rewards were earned through purchases made in your Restaurant or in other system restaurants. In the future, Quality may establish, including, among other things, programs that would enable third-party mobile wallet acceptance or contactless payment methods, whether through the Wendy's App or through other methods.

## COMPUTER SYSTEMS

Quality's primary tool for communicating with its franchisees is electronically, through the Wendy's extranet system, referred to as WeConnect. As a Wendy's franchisee, you must be able to access WeConnect. In addition, Quality's primary method of training is through WeLearn, which is the Wendy's proprietary online training system accessed via WeConnect (see Item 6). WeLearn is required to be implemented and accessible in all Wendy's Restaurants (see Training Programs below in this Item 11). To access WeLearn, franchisees are required to have an internet enabled device with a modern web browser with broadband access to the internet and WeConnect in each of their Wendy's Restaurants (the "Training PC"). Detailed information regarding Training PC specifications can be located in the Restaurant Technology Buyer's Guide located on WeConnect.

Quality's specifications are for Microsoft Windows-based PCs. WeConnect has been tested with and is compatible with PCs that meet the minimum specifications listed above. WeConnect has also been used with Chromebook Training PC's in Company Restaurants. WeConnect is a web-based application and should be accessible from other devices including Apple iPads and Macintosh ("Mac") personal computers; however, full testing of WeConnect and its associated links and applications from such devices has not been conducted and therefore their performance cannot be assured. Specifications are subject to change in order to keep up with new and improved technology.

If your Wendy's Restaurant also has an electronic back office system (see Electronic Information Systems below in this Item 11), Quality highly recommends that the Training PC be a separate system dedicated to training functions that can be easily accessed by crew. Adding training functions to your back office system could negatively impact performance of such system. If you elect to use your back office system as the Training PC, you should carefully consider appropriate security options and any potential impact on your operations.

There is no requirement that you purchase a Training PC from a specific vendor, or have access to a specific brand-name computer, provided the computer meets Quality's minimum requirements. Quality or QSCC may enter into arrangements with certain computer manufacturers to offer cost-saving programs to its franchisees and will make that information available to you. Quality is not, however, obligated to provide or to assist you in obtaining a computer system which meets Quality's minimum requirements.

Prices will vary depending on the brand internet enabled device you choose, and the hardware and software that is included, however, the average cost of purchasing a Training PC with the minimum specifications described above ranges from \$350 to \$1,000. In addition, the cost of a broadband Internet connection installed with hardware, will include a one-time fee of approximately \$370 per month, with a re-occurring monthly cost of approximately \$100 per month. The approximate cost of network management and monitoring is an additional \$90 per month. In most cases, when you purchase a computer the manufacturer will offer a limited warranty and service support and will extend such support for an additional fee. The cost for this service will also vary from manufacturer to manufacturer.

During the term of your Franchise Agreement, you will be required, at your cost, to upgrade and/or update both the hardware components of your computer systems and the software used to operate and support those systems in order to meet Wendy's system-wide changes. There are no contractual limitations on the frequency and cost of this obligation to upgrade. We need not reimburse you for any of these costs.

#### ELECTRONIC INFORMATION SYSTEMS AND OTHER RESTAURANT TECHNOLOGY

In addition to the Training PC described above, Quality requires you to purchase, use and maintain Quality's required electronic point of sale (POS) system and, if using other technologies in your Restaurant including digital interior menu boards, an exterior confirmation display, customer accessible Wi-Fi, music, headsets, timers, and other peripheral equipment outlined in the Restaurant Technology Buyer's Guide available on WeConnect.

The POS system includes software, POS terminals, kitchen video monitors and other items, and is used to, among other functions, enter orders and record sales, process credit card and gift card transactions, and relay orders to the kitchen video monitors in your Restaurant. The POS software can be used to create detailed sales, financial and operational reports for analysis. The POS software will also allow Quality to independently and directly access certain financial and operational information and data regarding your Restaurant. Quality may use this information for analysis, consumer research, and for any other purpose. The POS system will also allow Quality to in the future establish system-wide customer loyalty or other programs that you may be required to implement at your Restaurant in addition to mobile and online ordering and payment, including, among other things, mobile and online direct marketing and couponing.

You must at your expense purchase the hardware and license the software for the POS system and other required technology in your Restaurant from Quality's approved suppliers; for some items there may be only one sole supplier (see Item 8). You are also required to purchase a maintenance, support, and/or service contract from Quality's approved suppliers for the POS system and some of the other required technology in your Restaurant. You are solely responsible for maintaining and repairing the hardware and software of the POS system and other required technology in your Restaurant at your expense. In addition, as part of your obligation to implement and adhere to all changes, additions, and refinements in the system (Franchise Agreement - Section 7), you will be required, at your expense, to upgrade or update the hardware and software of the POS system and other technology to maintain compliance with Quality's standards. There are no contractual limitations on the frequency or cost of that obligation. Neither Quality nor its affiliates has an obligation to provide ongoing maintenance, repairs, upgrades, or updates to the POS system or other required technology in your Restaurant.

Due to the need for compatibility between your POS system and other required technology in your Restaurant and Wendy's systems, you must strictly comply with Quality's standards and specifications for the hardware and software of the POS system and other required technology in your Restaurant. With limited exceptions, all Wendy's Restaurants must have installed Aloha POS software supplied by NCR. All Wendy's Restaurants are required to be active on Quality's approved mobile ordering platform and accept and process mobile and online orders and payments, install front runner KVS screens, and implement separation of order and pay. More information regarding mobile ordering can be found in the Mobile Ordering Program Guide located on WeConnect.

In order to meet your obligations regarding PCI-DSS and other data security standards and specifications, you are required to procure certain foundational security services either from us, or from third-party service providers approved by us. Currently, our affiliate, WETECH, is the only approved supplier of certain of these services. The foundational security services include without limitation, products and services related to (i) network security and reliability, (ii) anti-virus, patching and administrator

password change; (iii) restaurant application image creation, QA, maintenance and deployment; (iv) back office support; (v) level three/critical escalation support; (vi) anti-fraud technology; and (vii) mobile ordering. In addition to the foundational security services you must also participate in Quality’s payment technology and systems program (WePayment), with approved payment system devices installed in your restaurant. You must have a hardware maintenance agreement in place for the payment system devices with a select maintenance support provided and pay applicable fees to that provider, and we may also from time to time identify certain products and services that will be optional for franchisees (e.g., customer self-order kiosks). You may procure these optional products or services either from our affiliate, WETECH, or from third-party service providers approved by us.

The following charts list some of the required components and the range of initial and ongoing annual costs. More detailed information about Quality’s technology and data security standards and specifications, which may be amended from time to time, is contained within our Operations Standards Manual, which is currently available on WeConnect and will be provided to you by Quality upon request. Quality’s requirements concerning computer systems and payment and data security standards may also be published in system communications, policy statements and in the Operations Standards Manual.

<b>Required Technology</b>	<b>Hardware and Software Components</b>	<b>Initial Cost<sup>1,2</sup></b>	<b>Ongoing Annual Maintenance and Support Costs<sup>1,3</sup></b>
<b>POS System</b>	POS Terminals/Registers (4) Kitchen Video Monitors (5) POS Software	\$19,000 - \$23,000	\$1,000 - \$1,200 <sup>4</sup>
<b>Exterior Order Confirmation Display</b>	Display Monitor Bezel and Pedestal	\$4,400 - \$7,500	\$300 - \$400 <sup>5</sup>
<b>Foundational Security Products and Services</b>	Software	N/A	Included in Technology Fee
<b>Payment technology and systems (i.e., WePayment)<sup>6</sup></b>	ACI Universal Payments & Validated P2Pe solution for Card Present and Card not Present	\$4,709	Included in Technology Fee
<b>Customer Wi-Fi</b>	Wireless Router and related equipment	\$500 - \$600	\$180 - \$260
<b>Music</b>	Sound/Speaker System IP Broadband Internet	\$250 - \$1,600	\$230 - \$300
<b>Headsets</b>	Headsets (8), Charger	\$6,900 - \$8,000	\$420 - \$500
<b>Timers</b>	Controller, Monitor, Loops (optional leaderboard)	\$3,100 - \$3,600	\$175-\$215 <sup>7</sup>
<b>Interior Digital Menu Boards<sup>8</sup></b>	Menu Boards (3) Pre-sell (Queue) Boards (2) Merchandising Board (1)	\$23,500 - \$26,000	N/A
	Software	\$25 <sup>9</sup>	\$1,800 <sup>9</sup>
<b>Network Hardware<sup>10</sup></b>	Switch	\$400 - \$2,700	
	Firewall	\$1,000 - \$1,500	N/A <sup>10</sup>

<sup>1</sup> The range of initial and ongoing annual maintenance and support costs listed above is based on prices of specific Wendy’s-approved suppliers that have been negotiated by Wendy’s. Actual costs may vary for different approved suppliers.

<sup>2</sup> The range of initial costs listed above includes costs of the required hardware and equipment, installation, as applicable, and may also include an initial warranty, training and other miscellaneous items, and such costs are included in the ranges of costs listed in Item 7 for Equipment, Technology, and Signage. The above costs do not include taxes, travel, or other local charges. Actual costs will vary depending on factors specific to your Restaurant.

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<sup>3</sup> Ongoing maintenance and support costs include, as applicable, such things as hosting, ongoing maintenance, service, and support, and content management, but may not include the cost of repairs if such cost is not covered by the applicable maintenance and support contract.

<sup>4</sup> This estimated range of costs for the POS System includes maintenance and repair of the POS hardware at your expense. Centralized billing for hosting services for the POS software are paid by Quality and/or its affiliates to NCR directly on an ongoing basis, and are included as part of the centralized billing services provided by WETECH, for which you are charged a Technology Fee in an amount determined based on your Restaurant's Gross Sales (see Item 6 for more information about the Technology Fee).

<sup>5</sup> There is a 3-year warranty included in the initial cost of the Exterior Order Confirmation Display. The ongoing annual maintenance and support costs for the Exterior Order Confirmation Display are optional costs after the expiration of the 3-year warranty.

<sup>6</sup> The ongoing costs for foundational security services and products and for WePayment are included as part of the current Technology Fee payable to WETECH. This estimate includes payments for the following technology support services: (i) Payment System Support Services and Payment Device Support Services; (ii) Help Desk Support; (iii) Deployment Services and Configuration Services for WePayment, and (iv) centralized billing for scanner maintenance that Quality and/or its affiliates pays to Stratix directly on an ongoing basis.

<sup>7</sup> When building a new Restaurant, you will be required to purchase a timer with cloud-enabled technology. This will be the approximate annual amount due per site, to Wendy's approved timer suppliers for ongoing software services. The amount will vary based on the support option you select.

<sup>8</sup> Interior digital menu boards are not required for new Wendy's Restaurants. If you choose to purchase interior (or exterior) digital menu boards when they are offered, you must strictly comply with Wendy's hardware and software standards and specifications.

<sup>9</sup> Wendy's designated supplier currently offers an option to pay annual license fees upfront. If you choose this option your initial cost will increase, but your ongoing costs will be reduced.

<sup>10</sup> Quality requires that the internet network required in your Restaurant for the technology required in your Restaurant be managed by an approved third-party managed network service provider ("MNSP"). Quality's MNSP Buyer's Guide provides detail regarding MNSP's and costs.

Quality does not presently require that you purchase an electronic back office system for your Restaurant, but a back office system can be a useful tool in managing your Franchised Business. Quality may in the future require the use of an electronic back office system or other technology in your Restaurant. Upon your request, Quality will share with you information about these additional items.

## WENDY'S TECHNOLOGY ADVISORY COUNCIL

In 2017, we formed the Wendy's Technology Advisory Council ("WTAC"), composed of franchisee representatives, to provide a forum for candid input and feedback from members on various technology-related issues. WTAC serves in an advisory capacity and acts as a liaison on technology-related strategy and topics between Quality and the franchise community in the U.S. and Canada. WTAC's composition is subject to our periodic review and adjustment.

## OPERATIONS STANDARDS MANUAL

The Operations Standards Manual ("Manual") contains the standard operating procedures required of all Restaurants operating in the Wendy's system.

The U.S. Manual is made available in paper-based, web-based, and mobile versions, each of which is available in English and Spanish.

The Table of Contents of the paper-based Manual is attached to this disclosure document as *Exhibit R*. As of the date of this disclosure document, there are approximately 662 pages in the paper-based English Manual. The approximate number of pages devoted to each subject is set forth in the Table of Contents. The paper-based Manual and individual sections of the Manual are available for order and delivery for a fee via WeConnect.

The web-based Manual is accessible via WeConnect through the Wendy's online "Operations Library". The Wendy's online "Operations Library" contains comprehensive up-to-date content of both the required standard operating procedures of the Manual, and certain other non-required, but highly recommended, procedures and guidelines available in other Wendy's Operations and Training material.

The content of the web-based Manual is located under the "Operations Standards" category of the Wendy's online "Operations Library". The content of other non-required, but highly recommended, procedures and guidelines is located in the Wendy's online "Operations Library" under such categories as "Wendy's Security Reference Guide" and "Wendy's Safety Reference Guide," or accessible via WeConnect (subjects such as Resources, Wendy's University, Customer Experience Cycle, and Daily Operating Plans).

Contents of the web-based Manual are the same as the paper-based Manual. The paper-based Manual is updated as needed, typically on an annual basis. The web-based Manual contains timely up-to-date content that is updated as needed and on a quarterly basis. Updates and revisions to the web-based Manual are located under "Resources/Quarterly Release Notes" of the Wendy's online "Operations Library."

## TRAINING PROGRAMS

Before the opening of the Restaurant, you (or, if you are a corporation, partnership, or other business entity, the Operator for the Restaurant as previously approved by Quality) and your initial management employees and Restaurant crew must attend and complete, to Quality's satisfaction, an initial training program. At Quality's option, any management persons later employed by you must also attend and complete Quality's training program, to Quality's satisfaction. You and your management employees involved in the operation of the Restaurant must also attend additional courses, seminars, and other training programs as Quality may reasonably require.

All training programs will be at times and places as may be designated by Quality. Quality will be responsible for the cost of materials and instructors (which Quality may designate) for the initial training program for you or your Operator only, if the Restaurant is your first Restaurant operating in the system. You are responsible for costs for other required and optional training courses including the license costs related to on-line training courses, including WeLearn programs, and other materials, seminars and programs for you, your Operator, management employees and crew. Franchisees pay an annual licensing fee (currently \$162 plus local taxes per year per Restaurant, and which typically increases annually) to access WeLearn online training programs. You or your employees will always be responsible for any and all other expenses incurred by you or them for all training courses, seminars, and programs, including the costs of transportation, lodging, meals, wages, and workers' compensation insurance.

Quality's training and development programs are conducted on an as-needed basis and are provided by WIL, our independent contractor manager, under the auspices of the Training Department, currently directed by Coley O'Brien, our Chief People Officer, as well as the Chief People Officer of WIL, Wendy's Restaurant Support Center. Mr. O'Brien became the Chief People Officer of WIL in March 2018, and he served as the Chief People Officer Designate from January 2018 through February 2018. From 2007 through 2017, Mr. O'Brien held multiple training-related roles with Quality and its affiliates, through which he had accountability for field training programs and systems across the entire Wendy's system. The classroom-based and virtual instructor led training classes are taught by WIL certified instructors, who are supervised by the Directors of Field Training. Quality's primary method of training is through WeLearn, which is required to be implemented and accessible in all Wendy's Restaurants. To access WeLearn,



franchisees are required to have the Training PC with non-dial broadband access to the Internet and WeConnect in each of their Wendy's Restaurants (see Computer Systems above in this Item 11).

The length and content of the initial training program varies depending on the position to be assumed and the experience level of the trainee. A typical initial training program for you or your Operator will be approximately 20 - 24 weeks in duration and will include online, classroom, and on-the-job training. Quality's training is conducted at various certified training Restaurants throughout the United States. Quality will endeavor to arrange for your training close to the market where your Wendy's Restaurants will be located. Quality's in-restaurant training at a certified training restaurant is conducted by a training restaurant manager or approved training specialist designated by Quality. Quality and its affiliates' Franchise Operations Coaches and Field Training Managers monitor the progress of training on an ongoing basis. The in-restaurant training conducted at Wendy's certified training restaurants is overseen by Jaime Weeks, our Vice President – Training, who is located in Dublin. Ms. Weeks has nearly 13 years of training experience in the restaurant industry, including approximately 1 year with us or our affiliates. Our Vice President – Training is supervised by WIL's Chief People Officer, who is located in Dublin. The Chief People Officer's employment history is described above. A US operations staff experienced in the food service industry and in the requirements of Wendy's also assists in the training. The US staff may also assist in management and initial crew training, as well as the early phases of the Restaurant opening.

The instructional materials used during training include web-based training, virtual instructor led training, manuals, workbooks, training guides, observations checklists, reference materials, lectures, and skill practices. All required training must be completed before the opening of the Restaurant. Initial training is mandatory for new franchisees and Operators, unless those persons have previously successfully completed the initial training program and Quality decides that no additional training is necessary. During the last 12 months, approximately 90% of new Wendy's franchisees were already experienced in the Wendy's operating system and were not required to enroll in the initial training program.

The general subjects covered in Quality's initial training program which is structured for you or your Operator include daily restaurant operations, personnel performance management, administrative tasks and general business skills, problem-solving methods, and food safety, and are described below. This table assumes a training program of approximately 20 - 24 weeks (approximately 1000 - 1200 total hours) for a franchisee or Operator. Your initial training program may vary depending on your level of experience and other relevant factors.

<b>Subject</b>	<b>Approximate Hours of Online/Classroom Training<sup>1</sup></b>	<b>Approximate Hours of On-the-Job Training<sup>2</sup></b>	<b>Location<sup>3</sup></b>
Daily Restaurant Operations	10	320	Per Plan
Customer Service Training	16	120	Per Plan
Administrative Tasks and General Business Skills	8	160	Per Plan
Management Behaviors & Systems	24	150	Per Plan
Food Safety	14	150	Per Plan

<sup>1</sup> The hours listed are an approximation over a 20-week period and will vary depending on your experience and other relevant factors. All training is to be completed before the opening of the Restaurant.

<sup>2</sup> It is the nature of the business and the training that all aspects of training are integrated, that is, there are no definitive starting and stopping times for each subject.

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<sup>3</sup> Locations for Classroom Training and On-the-Job Training are based on availability and determined when each training plan is written.

### *New Franchisee Onboarding*

Quality also offers a new global Franchisee Onboarding program which you (or, if you are a corporation, partnership, or other business entity, the Operator for the Restaurant as previously approved by Quality) must attend and complete. As part of this program, you will gain an understanding of the processes and support provided by Quality's key business functions, which may include supply chain, accounting, franchise management, marketing, design/construction, information technology, quality assurance, and others. You will spend approximately 30-60 minutes with representatives of each designated function for your initial onboard meeting.

Quality also offers and may require additional training programs. These programs vary in length and content and are typically conducted on an as-needed basis although some training programs, like food safety, are mandatory. Quality currently charges only for expenses incurred for additional training, like material costs, equipment rental and meeting room costs. However, Quality reserves the right to charge an additional fee for this training. You are always responsible for your (and your employees') expenses for training, like transportation, lodging, meals, wages, and workers' compensation.

### SITE SELECTION

Quality has the right to review and accept any site on which you propose to construct a Restaurant. You must submit a formal site package for a particular site along with all material and information requested by Quality so that Quality can evaluate your requested location. One of Quality's representatives will usually visit your proposed site. In reviewing your requested location, Quality considers many demographic factors, like the location and neighborhood, nearby businesses (including other Wendy's Restaurants), traffic patterns, business generators, type of building to be constructed, population patterns and characteristics, and other factors. Generally, before Quality will accept the site, you must be an approved or preliminarily approved franchisee. Additionally, you must demonstrate to Quality's satisfaction that you have the right and ability to acquire or possess the location.

Although there is no time limit for Quality to approve or disapprove of the proposed site, Quality attempts to act on your site request as soon as possible after receiving all requested information. If you and Quality cannot agree on a site, then no franchise will be granted to you. In that case, any fees (like the Application Fee of \$5,000) paid by you up to that point would not be refunded, but you would be free to submit a formal site package for an alternative site for Quality to review.

### TIME PERIOD BETWEEN SIGNING OF AGREEMENT OR FIRST PAYMENT AND OPENING OF BUSINESS

Typically, the time period between the signing of the Franchise Agreement and your first payment for the franchise and the opening of your Restaurant ranges from approximately 60 to 180 days. The factors which may affect this time period include the ability to finalize a lease, financing, or building permits; zoning and local ordinances; weather conditions; shortages; delayed installation of fixtures, equipment or signs; and whether the Restaurant is to be a newly constructed, free-standing Restaurant. If you sign a Development Agreement with us, you will begin looking for sites as soon as you sign it. The time period for signing a franchise agreement and opening each Wendy's Restaurant under a Development Agreement will be governed by the Development Schedule.

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

You will operate your Wendy's Restaurant at a specific location approved by Quality and identified in the Franchise Agreement. You may not conduct your Wendy's Restaurant business at any other site without Quality's prior written consent. If you wish to relocate your Wendy's Restaurant, Quality will consider your request based on its then-existing policies associated with relocation, as well as the fulfillment of various conditions. These conditions may include the profitability of your Wendy's Restaurants and other financial and operational considerations, as well as other factors. If Quality approves your request to relocate your Wendy's Restaurant, Quality may charge you for the expenses Quality has incurred with this relocation. Quality has no obligation to permit relocation.

You will not receive an exclusive territory. You may face competition from other Wendy's franchisees, from company-owned Wendy's Restaurants, or from other channels of distribution or competitive brands owned by Quality's affiliates (see Item 1).

You have no exclusive rights or territory associated with the operation of your Wendy's Restaurant. In addition, you do not have the right to acquire additional Wendy's Restaurants even if you meet Quality's financial and operational requirements pertaining to expandability. Quality has the sole right to grant, or refuse to grant, franchise rights to Wendy's Restaurants. Quality may establish other franchised or company-owned Wendy's Restaurants and other outlets that compete with your location, (including both free-standing locations and non-traditional locations which may be situated in locations like delivery kitchens, shopping malls, airports, hospitals, train, subway and other rail and bus stations, government/military offices and office complexes, stadiums, amusement parks, zoos, convention centers, retail centers, car and/or truck stops or travel centers, gasoline or convenience stores and educational institutions or facilities). In addition, Quality may sell various menu items and other products identified by the Wendy's name, and other proprietary marks, through other channels of distribution. You may be required to participate in Wendy's delivery programs, which currently only involve on-line delivery platforms. No territories are provided in connection with our current delivery programs. You are not guaranteed a particular or exclusive delivery territory, and, should we designate a territory, it will only be on a non-exclusive basis.

There may be situations where Quality acquires an existing fast food restaurant and operates that restaurant on a temporary basis until its conversion to a Wendy's Restaurant is completed. Other than these limited situations, neither Quality nor any of its affiliates, currently operate, franchise, or has present plans to operate or franchise any other business under a different trademark that sells goods or services similar to those to be offered by Wendy's Restaurants.

In the past, some of Wendy's franchisees acquired the right to develop and operate Wendy's Restaurants under different forms of franchise and development agreements. As a result, the terms of the individual franchise agreements signed by other franchisees for each Wendy's Restaurant and the terms of any territorial agreements given to those franchisees may differ significantly from the Franchise Agreement. Additionally, in some unique instances, Quality may modify certain provisions of the Franchise Agreement which pertain to specific non-traditional locations like those described in this Item 12.

## **Development Agreement**

You may (if you qualify) develop and operate a number of Wendy's Restaurants within a specified territory referred to as the Development Area. Quality and you will identify the Development Area in the Development Agreement before signing it. The Development Area typically is a Designated Market Area(s) or a part of a Designated Market Area which may include several counties or cities where you currently operate a Restaurant. Quality bases the Development Area's size primarily on the number of Wendy's Restaurants you agree to develop, where you are currently operating restaurants, demographics, and site availability. Quality and you will negotiate the number of Wendy's Restaurants you must develop to satisfy your development commitment and the dates by which you must develop them. If you previously entered into multiple development agreements with us, and you wish to modify and restate your development agreement under our current form of agreement, we may agree to consolidate your Development Areas into one Territory comprising all of the Designated Market Areas where you currently operate a Restaurant. Quality and you then will complete the Development Schedule in the Development Agreement before you sign the Development Agreement. Quality may terminate the Development Agreement if you do not satisfy your development commitments when required or if you commit other defaults which are described in the Development Agreement. There are no other circumstances under which we may alter your Development Area.

You will not receive an exclusive Development Area. 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 retain all rights with respect to Wendy's Restaurants, the Wendy's Marks (defined below), the sale of similar or dissimilar products and services, and any other activities we deem appropriate whenever and wherever we desire. Quality may in its sole discretion itself develop and operate, and grant rights to others to develop and operate: (1) Wendy's Restaurants anywhere within the Development Area; (2) anywhere within the Development Area, outlets and various food service facilities not under the Wendy's brand, marks and system; and (3) anywhere outside the Development Area, restaurants and other food service facilities of any kind. Quality also reserves the right to engage in all other activities that the Development Agreement does not expressly prohibit.

## **ITEM 13 TRADEMARKS**

Quality grants to you the right under the Franchise Agreement to use certain trademarks, service marks, names, logos and symbols in the operation of your Wendy's Restaurant. The Development Agreement does not grant you any right to use the Wendy's Marks (defined below) in any manner. The following principal trademarks and service marks are registered with the United States Patent and Trademark Office. Quality owns trademarks and service marks, in addition to those shown below, which are also registered with the United States Patent and Trademark Office. The following registrations owned by Quality are on the Principal Register, and all required affidavits have been filed:

1. Wendy's  
Reg. 935,110 - Issued May 30, 1972, Renewed until May 30, 2022
2. Girl Design in Oval  
Reg. 936,803 - Issued June 27, 1972, Renewed until June 27, 2022

3. Quality Is Our Recipe  
Reg. 981,735 - Issued April 2, 1974, Renewed until April 2, 2024
4. Old Fashioned Hamburgers  
Reg. 1,007,170 - Issued March 18, 1975, Renewed until March 18, 2025
5. Wendy's Old Fashioned Hamburgers Quality Is Our Recipe Logo  
Reg. 1,023,958 - Issued October 28, 1975, Renewed until October 28, 2025
6. Wendy's Wave Logo  
Reg. 1,269,510 - Issued March 6, 1984, Renewed until March 6, 2024
7. Wendy's Old Fashioned Hamburgers Logo  
Reg. 1,270,418 - Issued March 13, 1984, Renewed until March 13, 2024
8. Wendy's  
Reg. 1,297,495 - Issued September 25, 1984, Renewed until September 25, 2024
9. Wendy's Quality Is Our Recipe Logo  
Reg. 1,310,481 - Issued December 18, 1984, Renewed until December 18, 2024
10. Wendy Cameo Logo  
Reg. 4,448,948 - Issued December 10, 2013, Renewed until December 10, 2023
11. Wendy Cameo Logo (Color)  
Reg. 4,452,464 - Issued December 17, 2013, Renewed until December 17, 2023
12. Wendy's Wave Logo  
Reg. 4,460,084 - Issued December 31, 2013, Renewed until December 31, 2023
13. Wendy's Horizontal Lock-Up Logo  
Reg. 4,460,096 - Issued December 31, 2013, Renewed until December 31, 2023
14. Wendy's Primary Lock-Up Logo  
Reg. 4,460,097 - Issued December 31, 2013, Renewed until December 31, 2023

You must follow our rules when you use the Wendy's trademarks and service marks ("Wendy's Marks"). You cannot use Wendy's Marks as part of a corporate name or with modifying words, designs or symbols, except for those which Quality licenses to you. You may not use Wendy's Marks in the sale of any unauthorized products or services, or in any manner not authorized in writing by Quality.

All required affidavits and renewals associated with the trademark registrations listed above have been filed.

Except as described below, there are no currently effective determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending infringement, opposition or cancellation proceedings or pending material litigation involving the principal trademarks. There are no agreements currently in effect which significantly limit Quality's right to use or to license the use of the Wendy's Marks in any manner material to the franchise.

Trademark Office Opposition/Cancellation Proceedings Involving Trademarks (Frosty and Biggie Bag Marks):

- In 2019, Bumper’s Drive-In of America, Inc. (“Opposer”) filed an opposition proceeding in opposition to Application Serial No. 88322425 for BIGGIE BAG Design Mark and Application Serial No. 88322263 for BIGGIE Standard Character Mark, both in Class 029 in connection with “Combination meal consisting primarily of meat-based entrees and side items, namely, French fries, fruits or vegetables, salads, chili, beverages or desserts for consumption on or off the premises.” The proceeding remains pending.

You must promptly notify Quality of any unauthorized use of the Wendy’s Marks or marks confusingly similar to the Wendy’s Marks, or of any challenges to the Wendy’s Marks. Quality has the sole right to direct and control any administrative proceeding or litigation involving the ownership or validity of the Wendy’s Marks, including any settlements. Quality has the right, but not the obligation, to take those actions as Quality deems appropriate in any infringement, challenge, claim or other action under any of the Wendy’s Marks.

As long as you have made use of the Wendy’s Marks as required under the Franchise Agreement, Quality, at its expense, will defend you against any claims, suits or demands of third parties related to your use of the Wendy’s Marks. If Quality undertakes the defense or prosecution of any litigation under the Wendy’s Marks, you must execute any documents and take any actions that, in the opinion of Quality’s attorneys, may be necessary to conduct this defense or prosecution, including, among others, becoming a nominal party to any legal action that Quality may undertake. Unless this litigation is the result of your use of the Wendy’s Marks in a manner which is inconsistent with the Franchise Agreement, Quality will reimburse you for your out-of-pocket costs incurred in taking these actions as Quality may require.

You must modify or discontinue the use of a trademark if Quality modifies or discontinues it. This modification or discontinuance will not provide you with any termination or other rights.

Quality does not know of any superior prior rights or infringing uses that could materially affect your use of the Wendy’s Marks.

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

**PATENTS AND COPYRIGHTS**

There are no patents or pending patent applications that are material to the franchise.

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

We need not protect or defend copyrights, although we intend to do so if in the best interests of the System, as we solely determine. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright.

## CONFIDENTIAL OPERATIONS STANDARDS MANUAL

You must operate the Franchised Business in accordance with the standards, methods, policies, and procedures specified in the Manual. You will be given access to the Manual for the term of the Franchise Agreement upon completion by you and your management staff of Quality's initial training program to Quality's satisfaction.

If you are a corporation, partnership, or other business entity, all of your shareholders, partners, any guarantors and any other owners of a direct or indirect interest in you ("Owners") will be subject to confidentiality provisions. You and your Owners must treat the Manual, any other manuals created for or approved for use in the operation of the Franchised Business, and the information contained in them, as confidential, and must use all reasonable efforts to maintain this information as secret and confidential. Neither you nor your Owners may copy or reproduce these materials, or make them available to any unauthorized person. The Manual is Quality's property and must be kept in a secure place in your Wendy's Restaurant.

Quality may revise the contents of the Manual, and you must comply with each new or changed standard. You must ensure that the Manual is kept current. If there is any dispute as to the contents of the Manual, the terms of the master copy maintained at Quality's corporate office (which may be maintained in electronic format) will be controlling.

## CONFIDENTIAL INFORMATION

Neither you nor your Owners may, during the term of the Franchise Agreement or after the term of the Franchise Agreement, communicate, divulge, or use for the benefit of any other person, partnership, association, or corporation any confidential information, knowledge, or know-how concerning the methods of operation of the Franchised Business which may be communicated to you or your Owners or of which you or your Owners may be apprised by virtue of your operation under the terms of the Franchise Agreement. You and your Owners may divulge this confidential information only to those of your employees as must have access to it in order to operate the Franchised Business. Any and all information, knowledge, know-how, techniques, and other data which Quality designates as confidential will be deemed confidential for purposes of the Franchise Agreement.

At Quality's request, you and your Owners must have your management staff, any guarantors and any personnel having access to any of Quality's confidential information execute covenants that they will maintain the confidentiality of information they receive under their employment by you at the Franchised Business. The covenants must be in a form satisfactory to Quality and must include specific identification of Quality as a third-party beneficiary of the covenants with the independent right to enforce them.

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

Quality strongly recommends that you participate personally in the actual operation of your Wendy's Restaurant. If you (or your managing and controlling partner, shareholder or member, if you are a partnership, corporation, limited liability company or other business entity) elect not to participate in your Wendy's Restaurant's day-to-day operations, you must designate an individual "Operator" to supervise the

Wendy's Restaurant's operation at all times. The Operator must be approved by Quality, have the ability to operate and supervise your Wendy's Restaurant, satisfy Quality's educational, managerial and business standards, and maintain an ownership interest as Quality may specify. If you do not designate an individual Operator approved by Quality, then you (or your managing shareholder or partner) must be approved by Quality as the Operator.

You must ensure that your Owners, any Guarantor(s), your Operator, as well as the manager, co-manager, supervisor and any other personnel who have access to any confidential information related to the Wendy's system or your Wendy's Restaurant, comply with the confidentiality requirements under the Franchise Agreement. You must have your Operator, Owners, any Guarantors, the Restaurant manager, co-managers, supervisors and any other personnel having access to any confidential information from Quality, sign an agreement in a form approved by Quality, agreeing to maintain the confidentiality of information they receive under their employment or relationship with you as described in Item 14.

Before opening your Wendy's Restaurant, your Operator, or you, if you have not designated an Operator, must successfully complete the training programs offered by Quality. You also must complete any refresher courses or additional training Quality may require after your Wendy's Restaurant is opened (see Item 11).

Quality may require certain parties (including your shareholders, partners or members if you are a corporation, partnership or limited liability company) to guarantee and be individually liable for all of the obligations of the Franchise Agreement and independent covenants, by signing the Wendy's Guaranty (the "Guarantors"). A copy of the Wendy's Guaranty is an exhibit to the Franchise Agreement.

## **ITEM 16**

### **RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must use the Wendy's Restaurant premises solely for the operation of the Franchised Business, to keep the business open and in normal operation for those hours and days as Quality may specify, and to refrain from using or permitting the use of the premises for any other purpose or activity without first obtaining Quality's written consent. You also must operate the Wendy's Restaurant in strict conformity with those methods, standards, and specifications as specified in the Manual or otherwise in writing.

You must offer for sale only those menu items, products, services, and related items, including promotional and premium items, as have been expressly approved for sale by Quality; you must sell or offer for sale all required menu items and products; you must refrain from any deviation from Quality's standards and specifications without Quality's prior written consent; and you must discontinue selling and offering for sale any menu items, products, or services which Quality may disapprove in writing.

You also must comply with Quality's requirements and specifications concerning the quality, service, and cleanliness of the Wendy's Restaurant, the products and services sold, offered for sale, or provided at the Wendy's Restaurant, and the operation of the Wendy's Restaurant. You also must implement and adhere to all changes, additions, and refinements required by Quality, including the providing of new or modified products or services at or from the Wendy's Restaurant.

For a description of restrictions on some purchases, see Item 8 of this disclosure document.



Except as described above, you are not restricted in the goods and services that you may sell. Also, there are no restrictions on the customers to whom you may sell goods or services.

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

**THE FRANCHISE RELATIONSHIP**

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

**Franchise Agreement/Lease Agreement**

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 2.1 Lease Section 3	Shall begin on the Effective date and expire 20 Years from the Opening Date
b. Renewal or extension of the term	Section 2.2 Lease Section 4	10 Years, if you are in good standing and comply with renewal conditions.
c. Requirements for you to renew or extend	Section 2.2	Written notice, remodel and upgrade the Restaurant to conform to Quality’s then-current standards, may be required, current with all obligations throughout Term in a timely manner/full compliance with Franchise Agreement, show evidence of right to occupy the Approved Location, sign then-current form renewal agreement/pay renewal fee, sign general release, and comply with training requirements/any other conditions Quality requires of renewing franchisees.  If you seek to renew your franchise at the expiration of the initial term or any renewal term, you may be asked to sign a new Franchise Agreement that contains terms and conditions materially different from those in your previous Franchise Agreement, such as different fee requirements.
d. Termination by you	Not Applicable	Not Applicable
e. Termination by Quality without cause	Not Applicable	Not Applicable
f. Termination by Quality with cause	Section 16	Quality can terminate if you default.
g. “Cause” defined - defaults which can be cured	Section 16.3	Curable defaults include non-payment of fees; failure to meet Quality’s standards or procedures; misuse of Proprietary Marks, failure to construct Restaurant within time limits; failure to meet training requirements; <b>or</b> any other requirements of the agreement not listed in sections 16.1 and 16.2; typically you have 30 days to cure a default.

Provision	Section in Franchise Agreement	Summary
h. "Cause" defined - defaults which cannot be cured	Section 16.1 and 16.2	<p>Non-curable defaults include:</p> <p><b>Immediate termination/no notice:</b> assignment for the benefit of creditors; bankruptcy; dissolution; levy/execution on assets.</p> <p><b>Immediate termination upon notice:</b> threat or danger to public health or safety.</p> <p><b>Termination five days after notice from Quality:</b> cease operation or abandonment of Restaurant; convicted of a felony; unauthorized transfer; any involvement with a competitive business; unauthorized use of confidential information; falsifying records; repeated curable defaults.</p>
i. Your obligations on termination/nonrenewal	Section 17	You must cease operation of Restaurant and use of all Proprietary Marks; you must pay all amounts due. You must de-identify Restaurant; Quality has an option to acquire the assets.
j. Assignment of contract by Quality	Section 15.1	No restrictions on Quality's right to assign.
k. "Transfer" by you - definition	Section 15.2	Includes transfer of Franchise Agreement, material assets or ownership in business entity.
l. Quality's approval of transfer by franchisee	Section 15.4	Quality has right to approve all transfers but will not unreasonably withhold its consent. Quality will approve transfers of less than 20% interest in a franchisee business entity so long as the new owners are successful in passing our background check and execute a confidentiality and non-compete agreement.
m. Conditions for Quality's approval of transfer	Section 15.4	Franchisee/transferee must meet Quality's established qualifications as listed; all monies owed to Quality and affiliates must be paid; remodel and upgrade Restaurant to conform to then-current Wendy's standards; completion of required training; compliance with the Wendy's Transaction Policy; payment of Transfer Fee to Quality; sign the then-current form Franchise Agreement and fulfill ownership requirements; and Franchisee/transferee, any guarantors and transferor must sign a general release.
n. Quality's right of first refusal to acquire your business	Section 15.5 Exhibit B to the Lease	Quality has the right to match any bona fide offer for the franchisee's interest in the Franchise Agreement, assets or ownership interest.
o. Quality's option to purchase your business	Section 17.4	At termination or expiration, Quality has an option to purchase your business at fair market value.
p. Your death or disability	Section 15.10	Personal representative must dispose of the interest in accordance with Section 15 of the Franchise Agreement and during transition must comply with all other terms of the Franchise Agreement.
q. Non-competition covenants during the term of the franchise	Section 18.2 (See the following chart for Relationship Agreement and Development Agreement provisions)	No diversion of any customer to, or interest or involvement in any Competing Business, no interest or involvement with any QSR within the Designated Market Area of the Restaurant; no involvement with a Competing Business within a 3-mile radius of any Wendy's restaurant operating in the United States.

<b>Provision</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
r. Non-competition covenants after the franchise is terminated or expires	Section 18.3	No involvement in any Competing Business for 2 years within the Designated Market Area where the Restaurant is located or within three miles of any Wendy's Branded Restaurant in the System.
s. Modification of the agreement	Section 25	No modifications unless mutually agreed to by the parties.
t. Integration/merger clause	Section 25	Only written terms of Franchise Agreement are binding. Any other promises may not be enforceable, except that the Franchise Agreement does not disclaim any representations made in this disclosure document.
u. Dispute resolution by arbitration or mediation	Section 22	Non-binding mediation conducted by a mediator designated by Quality typically required.
v. Choice of forum	Section 28	Litigation to be brought in Ohio (subject to state law).
w. Choice of law	Section 28	Ohio law applies (subject to state law).

### **Development Agreement/Relationship Agreement**

Unless indicated as a section in the Relationship Agreement, all sections referenced below are to the Development Agreement (with Groundbreaking Development Agreement references in parentheses if different).

<b>Provision</b>	<b>Section in Development/Relationship Agreement</b>	<b>Summary</b>
a. Length of the franchise term	Section 2	The earlier of a date you and Quality agree to or upon the execution by Quality of the franchise agreement for the last Restaurants specified in the Development Schedule
b. Renewal or extension of the term	Not Applicable	Not Applicable
c. Requirements for you to renew or extend	Not Applicable	Not Applicable
d. Termination by you	Not Applicable	Not Applicable
e. Termination by Quality without cause	Not Applicable	Not Applicable
f. Termination by Quality with cause	Section 11 (13)	Quality can terminate if you default.
g. "Cause" defined - defaults which can be cured	Section 11.B (13.B)	Curable defaults include: (i) failure to comply with the Development Schedule; (ii) the attempted assignment without the prior written approval of Quality; (iii) if Developer is a corporation, limited liability company or partnership, the transfer of any of the capital stock, membership interest, or partnership interest of such entity without the prior written consent of Quality; (iv) the discovery by Quality of any material misrepresentation in any of the information or documents submitted to Quality by or on behalf of Developer; (v) any violation by Developer of any of the provisions of the Development Agreement; or (vi) any violation of any franchise agreement or other agreement between Quality and Developer.

Provision	Section in Development/ Relationship Agreement	Summary
h. "Cause" defined - defaults which cannot be cured	Section 11.A and 11.C (13.A and 13.C)	<p>Non-curable defaults include:</p> <p><b>Immediate termination/no notice:</b> The commencement of any proceedings by or against Developer under the Bankruptcy Act, under any Chapter thereof or amendment thereto, or under any other insolvency act, whether federal or state; the appointment of any trustee or receiver for the business or property of Developer; or any assignment by Developer for the benefit of creditors.</p> <p><b>Immediate termination upon notice:</b> Termination of any franchise agreement between Quality and Developer</p>
i. Your obligations on termination/nonrenewal	Section 12 (14)	You must cease operation of as a Developer in the Development Area.
j. Assignment of contract by Quality	Section 14 (16)	No restrictions on Quality's right to assign.
k. "Transfer" by you - definition	Section 14 (16)	Includes direct or indirect sale, transfer or assignment of any of the franchise agreements pertaining to the Restaurants developed pursuant to the Development Agreement.
l. Quality's approval of transfer by franchisee	Section 14 (16) of Development Agreement and Section 2.06 of Relationship Agreement	<p>Quality will not under any circumstances allow the development rights to be transferred.</p> <p>No public offering of securities permitted under Relationship Agreement</p>
m. Conditions for Quality's approval of transfer	Not Applicable	Not Applicable
n. Quality's right of first refusal to acquire your business	Not Applicable	Not Applicable
o. Quality's 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	Section 2.05 of Relationship Agreement	No diversion of any customer to any competitor, no interest in, any competing business, no sale or granting of possession of any Wendy's Restaurant to any person that intends to use such location to conduct a competing business.
r. Non-competition covenants after the franchise is terminated or expires	Not Applicable	Not Applicable
s. Modification of the agreement	Section 19 (21)	No modifications unless mutually agreed to by the parties.
t. Integration/merger clause	Section 19 (21) of Development Agreement and Section 4.11 of Relationship Agreement	Only written terms of Development Agreement and Relationship Agreement are binding. Any other promises may not be enforceable, except that the Development Agreement and Relationship Agreement do not disclaim any representations made in this disclosure document.
u. Dispute resolution by arbitration or mediation	Section 4.04(b) of Relationship Agreement	Not Applicable

Provision	Section in Development/ Relationship Agreement	Summary
v. Choice of forum	Section 17 (19) of Development Agreement and Section 4.04(c) of Relationship Agreement	Litigation to be brought in Ohio (subject to state law).
w. Choice of law	Section 17 (19) of Development Agreement and Section 4.03 of Relationship Agreement	Ohio law applies (subject to state law).

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

Quality does not use any public figure to promote the sale of its franchise.

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

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

The following tables and notes provide financial performance representations that are historical, and that are based on information from existing Company Restaurants owned by one or more affiliates of Quality (“Company Restaurants”) and Franchise Restaurants operated independently by franchisees (“Franchise Restaurants” and together, “Wendy’s Restaurants”).

Before beginning to review the information contained within this Item 19, please note the following:

1. There are four tables that follow. Please read them together with all notes and explanatory information contained in the conclusion below.
2. Quality will make available to you, on reasonable request, written substantiation of the data used in preparing the statements listed in this Item 19.
3. Other than the following financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet,

however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Kris Kaffenbarger, Vice President, Global System Optimization, Franchise & Portfolio Management, the Federal Trade Commission, and the appropriate state regulatory agencies.

4. Some outlets have earned the amounts reflected in this item. Your individual results may vary. There are no assurances that you'll earn as much.
5. As of the end of fiscal year 2021 (January 4, 2021 through January 2, 2022) ("Fiscal Year 2021"), excluding Wendy's Restaurants located in U.S. Territories, there were 403 domestic Wendy's Company Restaurants; and 5,535 domestic Wendy's Franchised Restaurants.
6. As used in this Item, "Gross Sales" is defined as all income less: taxes, refunds, and amounts from coupon or discount programs. Sales levels vary considerably due to a variety of factors, such as: local popularity, hours of operation, size, competition from other restaurants, especially fast food businesses in proximity, weather conditions, traffic flow, accessibility and visibility of the restaurant, the economic conditions in the locality, and the business abilities and efforts of franchisees.
7. As used in Tables 1 - 3, the Restaurant sales volumes for Franchised Restaurants are based on a combination of weekly sales data submitted by Wendy's franchisees, as well as automated data generated by the restaurant point of sale system. We have not independently verified that these reports were true and correct.

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## Average Gross Sales

TABLE 1: <b>U.S. AVERAGE GROSS SALES</b>  FOR THE PERIOD January 4, 2021 TO JANUARY 2, 2022 (FISCAL YEAR 2021)		
	Company Restaurants	Franchise Restaurants
<b>Number of Restaurants</b>	<b>393</b>	<b>5,190</b>
<b>Average Annual Gross Sales</b>	<b>\$2,105,786</b>	<b>\$1,892,827</b>
<i>Median</i>	<i>\$2,072,255</i>	<i>\$1,791,231</i>
<i>(Min - Max)</i>	<i>(\$893,377<sup>1</sup> to \$4,183,704<sup>2</sup>)</i>	<i>(\$285,004<sup>3</sup> to \$5,636,894<sup>4</sup>)</i>
<b>Number of Restaurants at or Above Average</b>	<b>186</b>	<b>2,247</b>
<i>(% of Restaurants)</i>	<i>(47.3%)</i>	<i>(43.3%)</i>

### NOTES TO TABLE 1

- For purposes of this Item 19, Quality only includes Wendy's Restaurants which had at least 52 weeks of consecutive sales within the past 12 months. In Table 1, 10 Company Restaurants and 345 Franchise Restaurants are excluded as they had less than 52 consecutive weeks of sales. Of these Restaurants, during Fiscal Year 2021, there were 8 Restaurants owned by one or more affiliates of Quality that closed permanently and 58 Restaurants owned by Wendy's Franchisees that closed permanently. No Restaurants closed after being open less than 12 months.
- Sales during the breakfast daypart (4am-10:30am) averaged approximately 7.4% of Gross Sales in Franchise Restaurants operating during the breakfast daypart (Median 7.1%) of which 2,434 or 47.9% of the Franchise Restaurants met or exceeded this average. 111 Franchise Restaurants from Table 1 were approved to not operate during the breakfast daypart due to site-specific considerations, and are therefore excluded from this average. Additionally, sales during the breakfast daypart averaged approximately 10.0% of Gross Sales (Median 10.9%) in System Restaurants (Company and Franchise Restaurants combined) which were serving breakfast prior to our national breakfast launch in March 2020 (constituting 258 System Restaurants), of which 116 or 45.0% met or exceeded this average. 85 System Restaurants which were serving breakfast prior to our national breakfast launch are excluded as they either reported less than 52 consecutive weeks of sales, or sales were not reported by daypart.

<sup>1</sup> Location in Orlando, Florida.

<sup>2</sup> Location in Chicago, Illinois.

<sup>3</sup> Location in Virginia Beach, Virginia.

<sup>4</sup> Location in Orlando, Florida.

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TABLE 2:  
**U.S. AVERAGE GROSS SALES - Non-Traditional Franchise Restaurants Only<sup>1</sup>**  
 FOR THE PERIOD January 4, 2021 TO JANUARY 2, 2022 (FISCAL YEAR 2021)

	Transportation	Fuel	Food Court	Military
<b>Number of Restaurants</b>	<b>16</b>	<b>227</b>	<b>17</b>	<b>10</b>
<b>Average Annual Gross Sales</b>	<b>\$2,575,356</b>	<b>\$1,923,528</b>	<b>\$1,013,183</b>	<b>\$1,634,248</b>
<i>Median</i>	<i>\$2,366,779</i>	<i>\$1,797,238</i>	<i>\$1,062,150</i>	<i>\$1,695,925</i>
<i>(Min - Max)</i>	<i>(\$1,032,170 to \$5,636,894)</i>	<i>(\$582,664 to \$4,099,044)</i>	<i>(\$513,003 to \$1,669,152)</i>	<i>(\$285,004 to \$3,619,554)</i>
<b>Number of Restaurants at or Above Average</b>	<b>7</b>	<b>96</b>	<b>9</b>	<b>5</b>
<i>(% of Restaurants)</i>	<i>43.8%</i>	<i>42.3%</i>	<i>52.9%</i>	<i>50.0%</i>

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<sup>1</sup> Non-Traditional Company sites are not included as the sample size is insufficient. Transportation includes airports, train stations, bus stations, and ferry stations. In Fiscal Year 2021, most Transportation sites were airports. Fuel includes gas/c-store combinations, highway service plazas, and travel centers/truck stops. Food Courts span hospitals, malls, and universities/colleges. Military is inclusive of sites at military bases.



## New Builds

Table 3 reflects Traditional Company and Franchise Restaurants opened in fiscal year 2020 or 2021<sup>2</sup>.

TABLE 3: NEW BUILDS WEEKLY GROSS SALES - TOTAL NEW RESTAURANTS COMPLETED IN FISCAL 2020-21		
	Company Restaurants	Franchise Restaurants
<b>Number of Restaurants</b>	<b>9<sup>3</sup></b>	<b>174<sup>4</sup></b>
<b>Number of Markets that Opened New Restaurants</b>	<b>5</b>	<b>80</b>
<b>Average Weekly Gross Sales</b>	<b>\$40,400</b>	<b>\$38,100</b>
<i>Median</i>	<i>\$42,000</i>	<i>\$36,400</i>
<i>(Min to Max)</i>	<i>(\$25,300 to \$47,700)</i>	<i>(\$15,200 to \$79,500)</i>
<b>Average Weeks Open</b>	<b>52</b>	<b>48</b>
<i>Median</i>	<i>57</i>	<i>46.5</i>
<i>(Min to Max)</i>	<i>(2 to 88)</i>	<i>(1 to 103)</i>
<b>Number of Restaurants at or Above Average</b>	<b>7</b>	<b>75</b>
<i>(% of Restaurants)</i>	<i>(77.8%)</i>	<i>(43.1%)</i>

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<sup>2</sup> These tables do not include any Scrape & Rebuild or other reimaged restaurants.

<sup>3</sup> Includes 9 New Company Restaurants with at least one full week of sales post-opening as of fiscal year end 2021. No Restaurants were excluded.

<sup>4</sup> Includes 174 New Franchised Restaurants with at least one full week of sales post-opening as of fiscal year end 2021. 3 Restaurants were excluded as they did not have a full week of sales post-opening as of fiscal year end 2021.

## Historic Sales, Costs of Sales, Selected Expenses, and Profits for Traditional Company Restaurants

The table below provides the following categories of historical financial information for the fiscal year 2021 for the 294 Traditional Company Restaurants that were open and in continuous operation for at least 52 weeks as of January 2, 2022 (“Traditional Company Owned”) (See Note 1, below): (a) Gross Sales; (b) Cost of Sales; (c) Gross Profit; (d) Other Operating Expenses; (e) EBITDA before Rent; (f) Rent; (g) EBITDA after Rent. Note, all calculations are on an individual restaurant basis and so the minimum, median, and maximum values are not comparable between the two columns “Average Amount” and “% of Average Revenues.”

TABLE 4 TRADITIONAL COMPANY OWNED RESTAURANTS - P&L BREAKOUT			
	Average Amount Median (Min to Max)	% of Average Revenues Median (Min to Max)	Number of Restaurants at or Above Average (% Above Average)
Gross Sales (Note 2)	\$2,203,267 \$2,147,824 (\$1,158,899 to \$4,192,494)	100% 100% 100%	132  44.9%
Cost of Sales (Note 3)	\$705,542 \$691,594 (\$401,850 to \$1,276,370)	32.0% 32.1% (28.2% to 36.6%)	137  46.6%
Gross Profit (Note 4)	\$1,497,725 \$1,452,308 (\$737,712 to \$2,916,124)	68.0% 67.9% (63.4% to 71.8%)	132  44.9%
Other Operating Expenses (Note 5)	\$1,054,828 \$1,025,930 (\$752,876 to \$1,821,281)	47.9% 47.7% (35.0% to 69.0%)	121  41.2%
Restaurant EBITDA before Rent (Note 6)	\$442,898 \$430,295 (-\$72,157 to \$1,458,069)	20.1% 20.2% (-5.4% to 36.1%)	140  47.6%
Rent (Note 7)	\$48,041 \$7,179 (-\$073,045 to \$234,503)	2.2% 0.3% (-2.6% to 12.9%)	129  43.9%
Restaurant EBITDA after Rent (Note 7)	\$394,856 \$379,285 (-\$200,188 to \$1,458,069)	17.9% 17.7% (-17.3% to 36.1%)	143  48.6%
Additional Operating Expenses for Franchised Restaurants (Note 4)			
Royalty (4% of Gross Sales)	\$88,131	N/A	N/A

### NOTES TO TABLE 4

- In Item 1, the number of Wendy’s Company Restaurants is different from the number of Wendy’s Company Restaurants stated in this Table 4. In counting the Wendy’s Company Restaurants for Item 19, Quality only includes Company Restaurants which had at least 52 weeks of consecutive sales within the past 12 months. In Table 4, 10 Company Restaurants are excluded as they had less

than 52 consecutive weeks of sales. Of these Company Restaurants, during Fiscal Year 2021, there were 8 Company Restaurants owned by one or more affiliates of Quality that closed permanently. Additionally, 91 Company Restaurants which were Franchise Restaurants 50 out of 52 weeks of Fiscal Year 2021, but which were acquired by the Company and operated as Company Restaurants for the remaining 2 weeks of Fiscal Year 2021, are also not represented. No Company Restaurants closed after being open less than twelve months. Further, the Company Restaurant count in Item 1 reflects ownership as of fiscal year end 2021 and includes both traditional and non-traditional locations. Table 4 does not include financial information from non-traditional Company Restaurants (as described in Item 12), and as a result, 9 Company Restaurants operating at non-traditional locations are not represented.

2. As used in this Table 4, “Gross Sales” is defined as all income less: taxes, refunds, and amounts from coupon or discount programs. Sales levels vary considerably due to a variety of factors, such as: local popularity, hours of operation, size, competition from other restaurants, especially fast food businesses in proximity, weather conditions, traffic flow, accessibility and visibility of the restaurant, the economic conditions in the locality, and the business abilities of management.
3. As used in Table 4, “Cost of Sales” includes restaurant level food and paper expenses, but does not include any un-allocated costs/benefits related to beverage rebates. Restaurant margin is influenced by factors such as price increases, the effectiveness of our advertising and marketing initiatives, featured products, product mix, fluctuations in food costs.
4. As used in Table 4, “Gross Profits” means “Gross Sales” minus “Costs of Sales.”
5. As used in Table 4, “Other Operating Expenses” includes the following costs: labor, payroll taxes, advertising fees, promotion, outside services, operating supplies, maintenance and repair, utilities, office supplies, legal and accounting fees, insurance, real estate and personal property taxes, business operating licenses, non-product income or expense, and worker’s compensation. Restaurant margin is influenced by factors such as fluctuations in labor costs, restaurant openings, remodels, and closures. “Other Operating Expenses” as used in this table does not include any un-allocated costs/benefits related to Company Restaurant employee bonus, management training salaries and other restaurant support costs. “Other Operating Expenses” also does not include any amounts related to rent depreciation and amortization, interest, and income taxes.

Franchise Restaurants are also required to pay Royalty Fees that Company Restaurants do not have to pay. Royalty amounts generally comprise 4% of Gross Sales for Traditional Restaurants, but may be impacted by various incentive offerings (see Item 6). Additionally, Company Restaurants may benefit from economies of scale that are not available to Franchise Restaurants that are owned singly or in small groups by a franchisee.

6. As used in Table 4, “EBITDA before Rent” means earnings before interest, taxes, depreciation, amortization and rent. The “EBITDA before Rent” should not be construed as the financial results or “profit” before occupancy costs which might be experienced by a franchisee with similar Gross Sales. An individual franchisee is likely to experience operating expense variations including: general insurance, legal and accounting fees, labor costs, store management benefits (life and health insurance, etc.). Additionally, market conditions, operational and management methods employed by a franchisee, different geographic areas of the country, and menu price variations may significantly affect operating results. Moreover, organization overhead costs such as salaries and benefits of non-restaurant personnel (if any), cost of an automobile used in the business (if any), and other discretionary expenditures may significantly affect profits. The nature of these variables makes it difficult to estimate the financial results for any particular franchisee or location.

7. As relevant to Table 4, the occupancy costs paid will vary significantly depending on location. Traditional Company Restaurants operate at sites owned by us and sites leased by us from third parties. Of the 294 Company Restaurants analyzed, 130 are on property owned by Wendy’s affiliates. The occupancy costs paid by Franchisees may vary not only by location, but also according to the terms a franchisee is able to negotiate for an individual lease. At inception, each Company Restaurant lease or sublease is evaluated to determine whether the lease will be accounted for as an operating or capital lease, including the determination of direct financing leases based on its terms. Capital lease assets and related obligations are recorded at the lower of the present value of future minimum lease payments or fair market value at lease inception.
8. As used in Table 4, “EBITDA after Rent” means earnings before interest, taxes, depreciation and amortization, minus rent. Depreciation, amortization and interest will vary based upon the purchase price and required investment for the specific Restaurant. See Item 7 for the estimated initial investment costs.

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

The following pages are intended to provide you with some additional statistical information related to Wendy’s franchised and company-owned outlets. Company-owned outlets include outlets owned by Quality and its affiliates. The list includes all franchise and company-owned outlets within the United States arranged alphabetically by state.

Table No. 1

**Systemwide Outlet Summary**  
**For years 2019 to 2021**

<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of the Year</b>	<b>Outlets at the End of the Year</b>	<b>Net Change</b>
Franchised Outlets	2019	5,457	5,495	+38
	2020	5,495	5,520	+25
	2021	5,520	5,535	+15
Company-Owned Outlets	2019	353	357	+4
	2020	357	361	+4
	2021	361	403	+42
Total Outlets	2019	5,810	5,852	+42
	2020	5,852	5,881	+29
	2021	5,881	5,938	+57

Table No. 2

**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)**  
**For years 2019 to 2021**

<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
Alabama	2019	0
	2020	0
	2021	1

<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
<b>California</b>	2019	1
	2020	2
	2021	2
<b>Colorado</b>	2019	2
	2020	0
	2021	0
<b>Connecticut</b>	2019	1
	2020	0
	2021	0
<b>District of Columbia</b>	2019	0
	2020	0
	2021	3
<b>Florida</b>	2019	55
	2020	25
	2021	34
<b>Georgia</b>	2019	3
	2020	25
	2021	10
<b>Idaho</b>	2019	0
	2020	0
	2021	4
<b>Illinois</b>	2019	0
	2020	2
	2021	0
<b>Indiana</b>	2019	0
	2020	0
	2021	1
<b>Iowa</b>	2019	3
	2020	0
	2021	4
<b>Kansas</b>	2019	0
	2020	14
	2021	18
<b>Kentucky</b>	2019	25
	2020	0
	2021	35
<b>Louisiana</b>	2019	3
	2020	0
	2021	0
<b>Maine</b>	2019	0
	2020	10
	2021	0
<b>Maryland</b>	2019	0
	2020	0
	2021	92
<b>Massachusetts</b>	2019	0
	2020	0
	2021	0
<b>Michigan</b>	2019	60
	2020	0
	2021	0

<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
<b>Minnesota</b>	2019	0
	2020	0
	2021	1
<b>Missouri</b>	2019	0
	2020	0
	2021	17
<b>Nebraska</b>	2019	17
	2020	0
	2021	0
<b>Nevada</b>	2019	2
	2020	0
	2021	0
<b>New Jersey</b>	2019	11
	2020	1
	2021	2
<b>New Mexico</b>	2019	27
	2020	0
	2021	5
<b>New York</b>	2019	23 <sup>1</sup>
	2020	0
	2021	52
<b>North Carolina</b>	2019	9
	2020	7
	2021	101
<b>North Dakota</b>	2019	2
	2020	0
	2021	0
<b>Ohio</b>	2019	0
	2020	10
	2021	112
<b>Pennsylvania</b>	2019	12
	2020	11
	2021	71
<b>South Carolina</b>	2019	5
	2020	4
	2021	10
<b>South Dakota</b>	2019	3
	2020	0
	2021	0
<b>Tennessee</b>	2019	44
	2020	7
	2021	40
<b>Texas</b>	2019	20
	2020	1
	2021	154
<b>Utah</b>	2019	0
	2020	2
	2021	53
<b>Virginia</b>	2019	1
	2020	6
	2021	81

State	Year	Number of Transfers
West Virginia	2019	0
	2020	0
	2021	15
Total	2019	329
	2020	127
	2021	918

<sup>1</sup> 9 outlets transferred in 2018 but transaction not finalized until 2019.

Table No. 3

**Status of Franchised Outlets  
For years 2019 to 2021**

State	Year	Outlets at Start of Year	Outlets Opened 1,2	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Alabama	2019	99	1	0	0	0	0	100
	2020	100	1	0	0	0	3	98
	2021	98	6	0	0	0	3	101
Alaska	2019	8	1	0	0	0	0	9
	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
Arizona	2019	98	6	0	0	0	3	101
	2020	101	0	0	0	0	1	100
	2021	100	3	0	0	0	0	103
Arkansas	2019	62	1	0	0	0	0	63
	2020	63	3	0	1	0	1	64
	2021	64	1	0	0	0	0	65
California	2019	270	11	0	1	0	3	277
	2020	277	11	0	0	0	2	286
	2021	286	6	0	1	0	2	289
Colorado	2019	85	3	0	0	0	1	87
	2020	87	2	0	0	0	0	89
	2021	89	0	0	0	0	0	89
Connecticut	2019	50	2	0	0	0	0	52
	2020	52	0	0	0	0	0	52
	2021	52	1	0	0	0	0	53
Delaware	2019	12	0	0	0	0	0	12
	2020	12	0	0	0	0	0	12
	2021	12	0	0	0	0	0	12
Dist. of Columbia	2019	3	0	0	0	0	0	3
	2020	3	1	0	0	0	0	4
	2021	4	0	0	0	0	1	3
Florida	2019	409	10	0	2	0	3	414
	2020	414	9	0	0	0	4	419
	2021	419	6	0	0	91	5	329
Georgia	2019	284	7	0	3	0	1	287
	2020	287	6	0	0	0	5	288
	2021	288	9	0	0	0	2	295
Hawaii	2019	9	1	0	0	0	0	10
	2020	10	0	0	0	0	0	10
	2021	10	1	0	0	0	0	11

State	Year	Outlets at Start of Year	Outlets Opened 1,2	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Idaho	2019	31	0	1	0	0	0	30
	2020	30	1	0	0	0	0	31
	2021	31	1	0	0	0	1	31
Illinois	2019	138	3	0	0	0	2	139
	2020	139	1	0	0	0	0	140
	2021	140	6	0	0	0	1	145
Indiana	2019	179	2	0	0	0	1	180
	2020	180	3	0	0	0	4	179
	2021	179	2	0	0	0	0	181
Iowa	2019	42	0	0	0	0	0	42
	2020	42	0	0	0	0	0	42
	2021	42	0	0	0	0	1	41
Kansas	2019	66	3	0	0	0	0	69
	2020	69	1	0	0	0	1	69
	2021	69	1	0	0	0	1	69
Kentucky	2019	143	0	0	0	0	0	143
	2020	143	1	0	0	0	0	144
	2021	144	3	0	0	0	0	147
Louisiana	2019	125	0	0	0	0	0	125
	2020	125	1	0	0	0	2	124
	2021	124	2	0	1	0	0	125
Maine	2019	16	0	0	0	0	0	16
	2020	16	0	0	0	0	0	16
	2021	16	0	0	0	0	0	16
Maryland	2019	100	1	0	0	0	2	99
	2020	99	2	0	0	0	0	101
	2021	101	1	0	5	0	1	96
Massachusetts	2019	51	0	0	1	0	0	50
	2020	50	1	0	0	0	0	51
	2021	51	0	0	0	0	0	51
Michigan	2019	250	0	0	0	0	8	242
	2020	242	1	0	0	0	2	241
	2021	241	2	0	1	0	0	242
Minnesota	2019	59	1	2	0	0	2	56
	2020	56	0	0	0	0	1	55
	2021	55	0	0	0	0	0	55
Mississippi	2019	95	0	0	0	0	0	95
	2020	95	1	0	0	0	0	96
	2021	96	0	0	0	0	1	95
Missouri	2019	98	1	0	0	0	1	98
	2020	98	1	0	0	0	1	98
	2021	98	2	0	0	0	0	100
Montana	2019	14	1	0	0	0	0	15
	2020	15	1	0	0	0	0	16
	2021	16	0	0	0	0	0	16
Nebraska	2019	27	0	0	0	0	1	26
	2020	26	0	0	0	0	0	26
	2021	26	1	0	0	0	0	27
Nevada	2019	42	2	0	0	0	0	44
	2020	44	1	0	1	0	0	44
	2021	44	1	0	0	0	0	45



State	Year	Outlets at Start of Year	Outlets Opened 1,2	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
New Hampshire	2019	23	0	0	0	0	0	23
	2020	23	0	0	0	0	0	23
	2021	23	0	0	0	0	0	23
New Jersey	2019	142	3	0	2	0	1	142
	2020	142	2	0	0	0	1	143
	2021	143	1	0	1	0	0	143
New Mexico	2019	42	0	0	0	0	0	42
	2020	42	0	0	0	0	0	42
	2021	42	0	0	0	0	0	42
New York	2019	169	2	0	2	1	1	167
	2020	167	6	0	1	0	2	170
	2021	170	53	0	0	0	0	223
North Carolina	2019	258	2	0	0	0	2	258
	2020	258	1	0	1	0	1	257
	2021	257	7	0	0	0	2	262
North Dakota	2019	8	0	0	0	0	0	8
	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
Ohio	2019	363	0	0	1	4	0	358
	2020	358	4	0	0	0	3	359
	2021	359	1	0	0	0	4	356
Oklahoma	2019	42	4	0	0	0	0	46
	2020	46	3	0	0	0	1	48
	2021	48	6	0	0	0	1	53
Oregon	2019	40	1	0	0	0	0	41
	2020	41	0	0	0	0	0	41
	2021	41	1	0	0	0	2	40
Pennsylvania	2019	258	3	0	2	0	2	257
	2020	257	4	0	0	0	4	257
	2021	257	4	0	0	0	3	258
Rhode Island	2019	11	0	0	0	0	0	11
	2020	11	0	0	0	0	2	9
	2021	9	0	0	0	0	1	8
South Carolina	2019	128	6	0	0	0	2	132
	2020	132	1	0	0	0	2	131
	2021	131	1	0	0	0	1	131
South Dakota	2019	9	0	0	1	0	0	7
	2020	7	0	0	0	0	0	7
	2021	7	1	0	0	0	1	7
Tennessee	2019	176	3	0	0	0	5	174
	2020	174	2	0	1	0	5	170
	2021	170	7	0	2	0	3	172
Texas	2019	399	18 <sup>3</sup>	0	0	0	1	416
	2020	416	16	0	0	0	6	426
	2021	426	21	0	2	0	6	439
Utah	2019	83	2	0	0	0	0	85
	2020	85	0	0	0	0	2	83
	2021	83	1	0	1	0	0	83
Vermont	2019	4	0	0	0	0	0	4
	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4

State	Year	Outlets at Start of Year	Outlets Opened <sup>1,2</sup>	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Virginia	2019	221	2	0	0	0	0	223
	2020	223	2	0	0	0	4	221
	2021	221	1	0	0	0	0	222
Washington	2019	79	0	0	0	0	1	78
	2020	78	2	0	0	0	2	78
	2021	78	2	0	0	0	1	79
West Virginia	2019	69	2	0	0	0	1	70
	2020	70	0	0	0	0	0	70
	2021	70	1	0	0	0	0	71
Wisconsin	2019	55	0	0	0	0	0	55
	2020	55	0	0	0	0	0	55
	2021	55	1	0	0	0	0	56
Wyoming	2019	14	0	0	0	0	0	14
	2020	14	0	0	0	0	0	14
	2021	14	0	0	0	0	0	14
Total	2019	5,457	105	3	15	5	44	5,495
	2020	5,495	92	0	5	0	62	5,520
	2021	5,520	164	0	14	91	44	5,535

<sup>1</sup> Outlets opened include outlets that are newly-developed Wendy's outlets.

<sup>2</sup> Outlets opened include company-owned outlets sold to Franchisees.

<sup>3</sup> This number includes one outlet that closed due to non-renewal in 2018 and that was re-franchised/re-opened by another franchisee in 2019.

Table No. 4

**Status of Company-Owned Outlets  
For years 2019 to 2021**

State	Year	Outlets at Start of Year	Outlets Opened <sup>1</sup>	Reacquired by Franchisor	Outlets Closed <sup>2</sup>	Outlets Sold to Franchisees	Outlets at End of the Year
Colorado	2019	43	1	0	1	0	43
	2020	43	0	0	1	0	42
	2021	42	0	0	0	0	42
Florida	2019	104	0	0	0	0	104
	2020	104	3	0	0	0	107
	2021	107	4	91	1	0	201
Illinois	2019	56	0	0	1	0	55
	2020	55	3	0	0	0	58
	2021	58	0	0	2	0	56
Massachusetts	2019	46	1	0	0	0	47
	2020	47	1	0	0	0	48
	2021	48	1	0	4	0	45
New York	2019	47	0	1	0	0	48
	2020	48	0	0	0	1	47
	2021	47	0	0	0	47	0
Ohio	2019	49	0	4	1	0	52
	2020	52	0	0	1	0	51
	2021	51	1	0	1	0	51

State	Year	Outlets at Start of Year	Outlets Opened <sup>1</sup>	Reacquired by Franchisor	Outlets Closed <sup>2</sup>	Outlets Sold to Franchisees	Outlets at End of the Year
Rhode Island	2019	8	0	0	0	0	8
	2020	8	0	0	0	0	8
	2021	8	0	0	0	0	8
Total	2019	353	2	5	3	0	357
	2020	357	7	0	2	1	361
	2021	361	6	91	8	47	403

<sup>1</sup> *Outlets opened* include only those outlets that are newly-developed Wendy's outlets.

<sup>2</sup> *Outlets closed* include only those outlets that are closed for business as a Wendy's outlet. These numbers do not include those outlets which have closed temporarily for reasons such as fire damage or hurricane damage.

Table No. 5

**Projected Openings as of January 2, 2022**

Column 1 State	Column 2 Franchise Agreements Signed, Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year <sup>1</sup>	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year <sup>1</sup>
Alabama	0	4	0
Arizona	0	7	0
Arkansas	0	3	0
California	3	47	0
Colorado	0	0	1
Connecticut	0	1	0
Delaware	0	1	0
District of Columbia	0	2	0
Florida	3	14	8
Georgia	0	7	0
Idaho	0	1	0
Illinois	1	5	0
Indiana	0	5	0
Iowa	0	2	0
Kansas	0	1	0
Kentucky	0	2	0
Louisiana	0	2	0
Maryland	0	4	0
Massachusetts	0	3	0
Michigan	0	2	0
Mississippi	0	1	0
Missouri	2	5	0
Nebraska	0	1	0
Nevada	0	4	0
New Hampshire	0	1	0
New Jersey	2	8	0
New Mexico	0	1	0
New York	1	9	0
North Carolina	0	2	0
Ohio	1	3	1
Oklahoma	0	4	0

Column 1	Column 2	Column 3	Column 4
State	Franchise Agreements Signed, Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year <sup>1</sup>	Projected New Company-Owned Outlets in the Next Fiscal Year <sup>1</sup>
Oregon	0	4	0
Pennsylvania	1	7	0
South Carolina	1	4	0
Tennessee	5	12	0
Texas	4	40	0
Utah	0	3	0
Virginia	1	8	0
Washington	1	13	0
Wisconsin	1	0	0
<b>TOTALS</b>	<b>27</b>	<b>243</b>	<b>10</b>

<sup>1</sup> These projections were made as of January 2, 2022 and may not reflect the actual number of stores opened in the fiscal year 2022.

*Exhibit S-1* lists the names of all of our operating outlets and the addresses and telephone numbers of the outlets as of January 2, 2022. *Exhibit S-2* lists the franchisees who have signed Franchise Agreements for outlets which were not yet operational as of January 2, 2022. *Exhibit S-3* lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. There are 49 Franchisees listed on *Exhibit S-3*, representing 1,067 outlets. If you buy a Wendy's franchise, your contact information may be disclosed to other buyers when you leave the Wendy's franchise system.

In some instances, during the last 3 fiscal years, current and former franchisees have signed confidentiality provisions restricting their ability to speak openly about their experience with Quality. You may want 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:

Wendy's Franchise Association  
WFA Central Office  
4919 Lamar Ave.  
Mission, KS 66202  
Telephone: (913) 387-5632  
Email: [wfa@dcj-kansascity.com](mailto:wfa@dcj-kansascity.com)  
Website: [www.wendysfranchisees.com](http://www.wendysfranchisees.com)

## **ITEM 21**

### **FINANCIAL STATEMENTS**

Attached to this Disclosure Document at *Exhibit T* are our balance sheets as of January 2, 2022 and January 3, 2021, and the related statements of operations, member's equity and cash flows for the years ended January 2, 2022, January 3, 2021, and December 29, 2019, and includes the related Independent Auditor's Report of Deloitte & Touche LLP.

*Exhibit T* also includes the audited consolidated balance sheets of The Wendy's Company and subsidiaries as of January 2, 2022 and January 3, 2021, and the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for each of the three years in the period ended January 2, 2022, and includes the related Report of Independent Registered Public Accounting Firm of Deloitte & Touche LLP.

Our ultimate parent company, The Wendy's Company, absolutely and unconditionally guarantees the performance of WIL's obligations under the Management Agreement with Quality. Therefore, a copy of the Guarantee of Performance signed by The Wendy's Company is attached to this Disclosure Document at *Exhibit T*.

The financial information about The Wendy's Company is provided for disclosure purposes only. The Wendy's Company is not a party to any Franchise Agreement that Quality signs with franchisees, and does not guarantee Quality's obligations under any Franchise Agreement signed with franchisees. Quality is solely responsible for fulfilling its obligations under the Franchise Agreements.

Wendy's Funding, LLC issued fixed rate notes totaling \$2,425.0 million related to the Securitization Transaction, of which \$2,332.5 million is outstanding as of January 2, 2022. These funds were used, in part, to pay certain outstanding obligations. Various assets have been pledged to secure this indebtedness, including all franchise agreements and other agreements existing as of the closing of the Securitization Transaction. Certain subsidiaries of Wendy's Funding, LLC have guaranteed the indebtedness, including us. See the Footnotes to the financial statements of The Wendy's Company and subsidiaries at *Exhibit T* (Note 12) for more information about the Securitization Transaction.

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

Copies of the Franchise Agreement and related agreements used by Quality are attached to this disclosure document as exhibits. The documents are as follows:

- |     |  |   |             |
|-----|--|---|-------------|
| 1.  | Franchise Agreement (with the Ownership Acknowledgment and Guaranty attached as Exhibits), and various state addenda   | - | Exhibit B   |
| 2.  | Development Agreement  | - | Exhibit C-1 |
|     | Groundbreaking Development Agreement   | - | Exhibit C-2 |
|     | Amendment to Development Agreement   | - | Exhibit C-3 |
| 3.  | Relationship Agreement   | - | Exhibit D   |
| 4.  | Renewal Agreement  | - | Exhibit I   |
| 5.  | Preliminary Letter Agreement   | - | Exhibit K   |
| 6.  | Project Management Agreement   | - | Exhibit L   |
| 7.  | REPP Letter of Agreement with exhibits   | - | Exhibit M   |
| 8.  | Build-to-Suit Letter of Agreement with exhibits  | - | Exhibit N   |
| 8.  | New Restaurant Development Incentive Program Addendum  | - | Exhibit O   |
| 9.  | Drive Thru Only and Drive Thru Only+ Early Adopter Agreement;  | - | Exhibit P-1 |
|     | Global 2.0 Freestanding Drive-Thru Early Adopter Agreement   | - | Exhibit P-2 |
| 10. | Financing Documents under Item 10  | - | Exhibit Q   |
|     | <ul style="list-style-type: none"> <li>• Lease</li> <li>• Sublease</li> <li>• Secured Promissory Note</li> <li>• Security Agreement</li> <li>• UCC-1 Financing Statement</li> <li>• General Release of All Claims</li> </ul> |   |             |
| 11. | Wendy's Technology Products and Services Agreement   | - | Exhibit U   |
| 12. | WenDigital Products and Services Agreement   | - | Exhibit V   |

## QUALITY IS OUR RECIPE, LLC

### STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

<i>State</i>	<i>Effective Date</i>
California	March 25, 2022
Hawaii	<i>Pending</i>
Illinois	March 25, 2022
Indiana	March 25, 2022
Maryland	<i>Pending</i>
Michigan	March 25, 2022
Minnesota	<i>Pending</i>
New York	March 25, 2022
North Dakota	<i>Pending</i>
Rhode Island	<i>Pending</i>
South Dakota	March 25, 2022
Virginia	<i>Pending</i>
Washington	<i>Pending</i>
Wisconsin	March 25, 2022

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

## EXHIBIT A

### STATE ADMINISTRATOR LIST

1. State of California  
Department of Financial Protection and  
Innovation  
320 West 4<sup>th</sup> Street, Suite 750  
Los Angeles, CA 90013-2344
2. State of Hawaii  
Department of Commerce and Consumer  
Affairs  
Business Registration Division  
335 Merchant Street, Room 203  
Honolulu, HI 96813
3. State of Illinois  
Office of the Attorney General  
500 South Second Street  
Springfield, IL 62706
4. Indiana Secretary of State  
Franchise Division  
302 West Washington Street  
Indianapolis, IN 46204
5. State of Maryland  
Office of the Attorney General  
Division of Securities  
200 Saint Paul Place, 20<sup>th</sup> Floor  
Baltimore, MD 21202-2020
6. Michigan Department of Attorney General  
Consumer Protection Division  
Attention: Franchise Section  
525 W. Ottawa Street  
G. Mennen Williams Building, 1<sup>st</sup> Floor  
Lansing, MI 48933
7. Minnesota Department of Commerce  
Franchise Division  
85 7<sup>th</sup> Place East, Suite 280  
St. Paul, MN 55101-2198
8. New York State Department of Law  
Franchise & Securities Division  
28 Liberty Street, 23<sup>rd</sup> Floor  
New York, NY 10005
9. North Dakota Securities Department  
600 East Boulevard Avenue  
State Capitol, 5<sup>th</sup> Floor  
Bismarck, ND 58505-0510
10. Rhode Island Department of Business  
Regulation  
Securities Division  
1511 Pontiac Avenue, Bldg. 68-2  
Cranston, RI 02920
11. South Dakota Division of Insurance  
Securities Regulation  
124 S. Euclid Avenue, Suite 104  
Pierre, SD 57501
12. Virginia State Corporation Commission  
Division of Securities and Retail  
Franchising  
1300 East Main Street, 9<sup>th</sup> Floor  
Richmond, VA 23219-3630
13. Washington Department of Financial  
Institutions  
Securities Division  
150 Israel Road, S.W.  
Tumwater, WA 98501
14. State of Wisconsin  
Department of Financial Institutions  
Division of Securities  
345 West Washington Avenue  
Madison, WI 53703

**EXHIBIT B**

**QUALITY IS OUR RECIPE, LLC  
UNIT FRANCHISE AGREEMENT**

Franchisee:

Location:

<b>For Corp. Office Use Only</b>
_____ Store Number
_____ Effective Date
FA18



QUALITY IS OUR RECIPE, LLC  
UNIT FRANCHISE AGREEMENT  
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We have provided this Index for your convenience. The following terms are defined in the Franchisor’s Unit Franchise Agreement on the pages noted:

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## EXHIBIT B

### QUALITY IS OUR RECIPE, LLC UNIT FRANCHISE AGREEMENT

THIS UNIT FRANCHISE AGREEMENT (this “**Agreement**”) is made and entered into \_\_\_\_\_, 20\_\_ (the “**Effective Date**” ) between QUALITY IS OUR RECIPE, LLC, a Delaware limited liability company, with offices at 4288 West Dublin Granville Road, Dublin, Ohio 43017 (“**Franchisor**”), and \_\_\_\_\_ (“**Franchisee**” or “**you**”).

#### WITNESSETH:

WHEREAS, Franchisor, as the result of the expenditure of time, skill, effort, and money, has developed and owns a distinctive format and system relating to the establishment and operation of Wendy’s and Wendy’s Old Fashioned Hamburgers restaurants (each a “**Wendy’s Branded Restaurant**”) featuring, among other things, hamburgers, chili, salads, French fries, assorted chicken and other sandwiches, frozen desserts, and other food and beverages (the “**System**”);

WHEREAS, the distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, decor, color scheme, equipment and equipment layout, and furnishings; menu items prescribed by Franchisor; uniform standards, specifications, and procedures for operations; quality and uniformity of products and services offered; procedures for management and inventory control; training and assistance; advertising and promotional programs; and proprietary trademarks and tradenames, all of which may be changed, improved, and further developed by Franchisor;

WHEREAS, Franchisor identifies the System by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the marks “WENDY’S”, and “WENDY’S OLD FASHIONED HAMBURGERS,” and such other trade names, designs, emblems, labels, signs, symbols, service marks, trademarks, copyrighted materials and other intellectual property as are now designated (and may hereinafter be designated by Franchisor in writing) for use in connection with the System (the “**Proprietary Marks**”);

WHEREAS, Franchisor owns all right to, interest in, and goodwill of, and continues to develop, use, and control the use of such Proprietary Marks in order to identify for the public the source of services and products marketed thereunder and under the System, and to represent the System’s high standards of quality, appearance, and service;

WHEREAS, Franchisee desires to enter into the business of operating a Wendy’s Branded Restaurant under the System and wishes to obtain the rights to operate such business from Franchisor for that purpose, as well as to receive the training and other assistance provided by Franchisor, in connection therewith; and

## EXHIBIT B

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor's high and uniform standards of quality, cleanliness, appearance, and service, and the necessity of operating the business franchised hereunder in conformity with Franchisor's standards and specifications.

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, hereby agree as follows:

### 1. GRANT

1.1. Franchisor hereby grants to Franchisee, upon the terms and conditions herein contained, the right, and Franchisee undertakes the obligation, to operate one (1) Wendy's Branded Restaurant at the approved location set forth in Section 1.2 hereof (the "**Restaurant**" or "**Franchised Business**") in accordance with this Agreement and the standards and procedures set forth in the Wendy's Operations Standards Manual (the "**Manual**," as described in Section 9 hereof), and to use solely in connection therewith, the Proprietary Marks and the System, as they may be changed, improved, and further developed from time to time.

1.2. The street address of the location approved hereunder is:  
\_\_\_\_\_  
\_\_\_\_\_ (the "**Approved Location**"). Franchisee shall not relocate the Restaurant without the express prior written consent of Franchisor.

Franchisee expressly acknowledges that this franchise is non-exclusive. Franchisee shall only be permitted to operate the Restaurant from the Approved Location, to sell approved food and beverage products to retail customers for consumption on the premises or for personal carry-out consumption.

1.2.A. Delivery: If Franchisor approves a delivery program and Franchisee is permitted to offer delivery services, Franchisee must make accommodations for delivery services in compliance with Franchisor's standards and procedures set forth in the Manual or otherwise in writing, including as to utilizing only the specified designated delivery service providers identified by Franchisor, making available the food and beverage products identified as appropriate for delivery (and only those designated food and beverage products), and in accordance with any delivery area Franchisor specifies to Franchisee in writing. Franchisee acknowledges and agrees that any delivery area is not exclusive and that Franchisor may engage, and/or allow other franchisees and third parties to engage, in any activities Franchisor desires within the delivery area without any restrictions whatsoever (including allowing other franchisees or delivery service providers to provide delivery services in the delivery area). Any delivery area identified by Franchisor is nothing more than the geographic boundaries in which Franchisee may deliver the Restaurant's approved delivery products. It confers no other rights on Franchisee whatsoever.

## EXHIBIT B

1.2.B. Reserved Rights: Franchisor and/or all entities that Franchisor either directly or indirectly via one or more intermediaries, controls, or is controlled by, or is under common control with Franchisor, where control may be by either management authority, contract, or equity interest (“**Franchisor’s Affiliates**”) shall retain the right, among others, to use, and to license others to use, the System and the Proprietary Marks for the operation of restaurants at any location including proximate to the Restaurant at the Approved Location; to use and license to others the right to use all or parts of the System, and the Proprietary Marks or other proprietary marks, in connection with the operation at any location of restaurants or other businesses which are the same as, similar to, or different from the Restaurant; and to deploy any business concept whatsoever on any terms and conditions as Franchisor deems advisable, and without granting Franchisee any rights therein. Franchisee understands and agrees that Franchisor and/or Franchisor’s Affiliates have the right to offer and sell under the Proprietary Marks any and all products or services and/or components or ingredients thereof (including those used or sold at the Restaurant), and whether or not a part of the System or another system Franchisor establishes, to any customer and through any method of distribution including, without limitation, the internet/worldwide web; any other form of electronic commerce including computerized, mobile, or other electronic remote entry ordering systems; “800” or similar toll-free telephone numbers; grocery stores; mail order; catalog; television sales; or any other channel of distribution whatsoever, including through wholesale sale or distribution, and that Franchisor needs not afford Franchisee any rights in or to any benefits from such activity.

## 2. TERM AND RENEWAL

2.1. Except as otherwise provided herein, the initial term (“**Initial Term**”) of this Agreement shall begin on the Effective Date and expire twenty (20) years from the Opening Date.

2.2. Upon the expiration of the Initial Term, Franchisee may, at its option, renew the rights and obligations to operate the Restaurant for one (1) additional consecutive term of ten (10) years (“**Renewal Term**”) (any effective Initial Term or Renewal Term being collectively referred to as the “**Term**” of this Agreement), provided that prior to the expiration of the Initial Term, Franchisee has met the following conditions:

2.2.A. Franchisee shall give Franchisor written notice of Franchisee’s election to renew not less than twelve (12) months nor more than eighteen (18) months prior to the end of the Initial Term;

2.2.B. Franchisee shall, at its sole expense, make or provide for, in a manner satisfactory to Franchisor, such renovation and modernization of the Restaurant as Franchisor may require, including, without limitation, renovation of the exterior facade, signs, interior furnishings, equipment, fixtures, and decor, to reasonably reflect the then-current standards and image of the System (the “**Renewal Upgrade**”). In connection with the Renewal Upgrade, Franchisor may require Franchisee to update, remodel, refurbish, renovate, modify, redesign, scrape and rebuild, or gut and rebuild the Restaurant. The details of the Renewal Upgrade shall be set forth in the Manual or

## EXHIBIT B

otherwise in writing and the final scope applicable to the Restaurant is within the sole discretion of Franchisor. The Renewal Upgrade is in addition to the Mid-Term Upgrade requirement, which is separately required and set forth in Section 6.10;

2.2.C. Franchisee shall have satisfied all monetary obligations owed by Franchisee to Franchisor (and/or its Affiliates) throughout the Initial Term and shall have met those obligations in a timely manner and shall not be in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between Franchisee and Franchisor (or its Affiliates); and, in the reasonable judgment of Franchisor, Franchisee shall have substantially and timely complied with all the terms, conditions and obligations of such agreements during the Term thereof and with the operating standards prescribed by Franchisor during the Term of this Agreement;

2.2.D. Franchisee shall present evidence satisfactory to Franchisor that Franchisee has the right to remain in possession of the Approved Location for the duration of the Renewal Term. If Franchisee has subleased the Restaurant's premises from Franchisor or an Affiliate, then Franchisor (or the Affiliate) shall have renewed its own lease for the Restaurant's premises, or otherwise obtained the right to remain in possession of the premises, throughout the Renewal Term. Franchisee acknowledges and understands that Franchisor's (or its Affiliate's) actions with respect to such lease shall be, in its sole discretion, based solely on an evaluation of its own business interests rather than those of Franchisee;

2.2.E. Franchisee shall execute Franchisor's then-current form of renewal franchise agreement (and any Guarantor as defined in Section 27.2 shall execute Franchisor's then-current guaranty agreement), which renewal franchise agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement, including, without limitation, no further right to renew or extend the renewal agreement, a higher percentage royalty fee and advertising contribution; provided, however, that Franchisee shall pay, in lieu of a Technical Assistance Fee or other initial fee, a renewal fee in an amount to be specified by Franchisor, which amount shall not be greater than twenty-five percent (25%) of the then-current Technical Assistance Fee, or similar initial fee, charged to franchisees;

2.2.F. Franchisee and any Guarantors shall execute a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its Affiliates, and their respective officers, directors, agents, and employees; and

2.2.G. Franchisee shall comply with Franchisor's then-current training requirements and all other conditions required of franchisees renewing their franchise agreements at that time.

2.3. If Franchisee continues to operate the Franchised Business at the Approved Location after the end of the Initial Term without expressly exercising its option to renew in accordance with Section 2.2, as applicable, Franchisee shall be deemed to be operating such Franchised Business on a month-to-month basis under the terms and conditions of this Agreement and Franchisor may terminate this Agreement at any time.

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### 3. PRE-OPENING CONSIDERATIONS (TRAINING, SITE DEVELOPMENT & CONSTRUCTION)

3.1. Prior to the date of opening of the Restaurant, if the Restaurant is Franchisee's first restaurant operating under the System, Franchisor shall make available to Franchisee, or Franchisee's "Operator" (as defined in Section 6.2 hereof), and Franchisee's initial management employees and restaurant crew (as such personnel positions are defined in the Manual), an initial training program at a location designated by Franchisor (the "**Initial Training Program**"). If, however, Franchisee or Franchisee's Operator owns, or has an ownership interest in, another restaurant operating under the System, Franchisee shall be required to provide an initial training program to such persons, in accordance with Franchisor's specifications, and subject to Franchisor's review and approval of such training. If the Restaurant is Franchisee's first restaurant operating under the System, Franchisor shall be responsible for the cost of certain instruction and materials related to the Initial Training Program, subject to the terms set forth in Sections 6.3 and 6.4 of this Agreement. Franchisee shall be responsible for the cost of training its management and crew.

3.2. Franchisee shall demonstrate to Franchisor's satisfaction that Franchisee has the right to possession of the Approved Location for the duration of the Initial Term. If Franchisee will occupy the premises from which the Franchised Business is conducted under a lease, Franchisor reserves the right to require Franchisee to submit such lease to Franchisor for its written approval prior to the execution thereof. All leases, without regard to Franchisor's review, shall include the following provisions, and such other provisions as Franchisor may reasonably require:

3.2.A. A provision which prohibits Franchisee from subleasing or assigning all or any part of its occupancy rights without Franchisor's prior written consent;

3.2.B. A provision requiring that the lessor shall provide to Franchisor any and all notices of default under Franchisee's lease;

3.2.C. A provision giving Franchisor (subject to the reasonable consent of lessor) the right to enter the premises to make modifications necessary to protect the Proprietary Marks or the System or to cure any default under this Agreement or under the lease; and Franchisor shall repair any damage caused to the premises in making any such modifications; and

3.2.D. A provision whereby the lessor consents to any assignment of Franchisee's leasehold interest to Franchisor, as agreed to by Franchisee and Franchisor.

3.3. Franchisor shall make available, at no charge to Franchisee, prototypical plans and specifications for the construction of a standard Wendy's Branded Restaurant and for the exterior and interior design and layout, fixtures, furnishings, equipment, and signs. Franchisee shall adapt, at Franchisee's expense, the prototypical plans and specifications to the Approved Location, subject to Franchisor's approval, as provided in Section 3.4.B hereof, except that Franchisor will not unreasonably withhold approval of special plans and specifications, prepared at Franchisee's expense, when the Approved Location will not accommodate Franchisor's



## EXHIBIT B

prototypical plans and specifications, provided that such special plans and specifications conform to Franchisor's general design criteria.

3.4. Before commencing any construction of the Restaurant, Franchisee, at its expense, shall comply, to Franchisor's satisfaction, with all of the following requirements and, at Franchisee's option, may contract with and compensate Franchisor or its Affiliates to assist with any of the following as such services are made available from time to time:

3.4.A. Franchisee shall employ a qualified, licensed architect or engineer who is reasonably acceptable to Franchisor to prepare, for Franchisor's approval, preliminary plans and specifications for site improvement and construction of the Restaurant based upon the prototypical plans and specifications furnished by Franchisor. For new construction, reimage, or site improvement projects, Franchisor may designate the services provided by architects and/or engineers as Key Products and Services, and identify a pre-approved set of architects of record or engineers from which Franchisee shall select an architect or engineer appropriate for the project, but under those circumstances, Franchisee remains solely responsible for selecting the architect and engineer for the project from the pre-approved supplier list;

3.4.B. Franchisee shall be responsible for obtaining, and shall obtain, all necessary permits, licenses, variances, certifications and approvals (collectively, the "**Permits**"), pertaining to the building, occupancy, signs, utilities, curb cuts, driveways, zoning, use, environmental controls and any other Permits which are necessary to permit the construction and use of a Wendy's Branded Restaurant which may be required by federal, state or local laws, ordinances, or regulations. After having obtained such Permits, Franchisee shall certify in writing to Franchisor that all such Permits have been obtained and Franchisee shall submit to Franchisor, for Franchisor's approval, final plans for construction based upon the preliminary plans and specifications. Once approved by Franchisor, such final plans shall not thereafter be changed or modified without the prior written permission of Franchisor; and

3.4.C. Franchisee shall employ a qualified, licensed and bonded general contractor to construct the Restaurant and to complete all improvements. Franchisee shall obtain and maintain in force during the entire period of construction the insurance required under Section 14 of this Agreement or elsewhere in writing by Franchisor.

3.5. Franchisee shall construct, furnish, and open the Restaurant according to the provisions of Section 3.4 hereof, and Franchisee shall open the Restaurant not later than \_\_\_\_\_ . The date on which Franchisee opens the Restaurant for business to the public shall be referred to as the "**Opening Date**". Time is of the essence. Prior to opening the Restaurant for business, Franchisee shall comply with all pre-opening requirements set forth in this Agreement, the Manual, and elsewhere in writing by Franchisor.

3.6. Franchisee shall provide at least fourteen (14) days prior written notice to Franchisor of the date on which Franchisee proposes to first open the Restaurant for business. If Franchisee has five (5) or fewer restaurants operating under the System, Franchisee shall not open the Restaurant without Franchisor's representative present unless Franchisor has

## **EXHIBIT B**

specifically waived this requirement in writing for the Approved Location. In the event that Franchisor cannot provide its representative on the date that Franchisee proposes to first open the Restaurant for business, then Franchisee may be required to reschedule such opening to a date on which the Franchisor's representative can be in attendance.

3.7. Franchisor shall conduct, as it deems advisable, periodic inspections of the Restaurant and the Restaurant premises during the period of construction, refurbishment, rebuild, and/or improvement to determine whether Franchisee is complying with the approved plans and specifications for the Restaurant.

3.8. Franchisor shall inspect and approve the Restaurant for opening prior to the opening of the Restaurant. Franchisee shall not commence operation of the Restaurant until receiving such approval from Franchisor.

3.9. Franchisor shall provide, as Franchisor deems advisable, pre-opening and opening supervision and assistance, which may include, at Franchisor's sole discretion, having a representative of Franchisor present at the opening of the Restaurant.

### **4. DUTIES OF FRANCHISOR**

4.1. Franchisor shall provide Franchisee, on loan, one copy of the Manual, which such copy may take the format described in Section 9. The Manual shall be maintained and updated by Franchisor in accordance with Section 9.

4.2. Before the opening of the Restaurant, if applicable, Franchisor shall make available the Initial Training Program in accordance with Section 3.1. Franchisor shall provide such other ongoing training as it may deem appropriate, for example at an annual conference, convention, or training session. Franchisor shall determine the duration, curriculum and location of any ongoing training opportunities.

4.3. Franchisor shall conduct, and may authorize others to conduct, as it deems advisable, periodic inspections of the Restaurant, and evaluations of the products sold and services rendered by Franchisee at the Restaurant in order to assist Franchisee and to maintain the System's standards of quality, appearance, and service.

4.4. Franchisor shall provide, as it deems advisable, periodic and continuing advisory assistance to Franchisee as to the operation, merchandising, advertising, and promotion of the Restaurant.

4.5. Franchisor or its designee shall maintain a system-wide advertising program, administered by The Wendy's National Advertising Program, Inc. ("**WNAP**"), to the extent required and as specifically set forth in Section 13 hereof.

4.6. Franchisor may make available to Franchisee, from time to time, bulletins, brochures, and reports regarding the System, and operations under the System.

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### 5. FEES

5.1. Franchisee has paid, or shall pay contemporaneously with the execution of this Agreement, to Franchisor a Technical Assistance Fee (“**Technical Assistance Fee**”) of Fifty Thousand Dollars (\$50,000), receipt of which is hereby acknowledged by Franchisor. The Technical Assistance Fee shall be fully earned and shall be nonrefundable in consideration of administrative and other expenses incurred by Franchisor in granting the rights in this Agreement and for Franchisor’s lost or deferred opportunity to grant these rights to others.

5.2. Each month during the Term of this Agreement, Franchisee shall pay Franchisor a royalty fee in an amount equal to four percent (4%) of the Gross Sales of the Restaurant, as defined in Section 5.6 hereof. Franchisee’s obligation to pay such monthly royalty fee shall commence on the Opening Date.

5.3. During the Term, Franchisee shall expend, on a monthly basis, on advertising and promotion, or contribute for the purpose of advertising and promotion, an amount which, in the aggregate, equals four percent (4%) of the Restaurant’s previous month’s Gross Sales (the “**Advertising Contribution**”). Franchisor may increase your Advertising Contribution to a maximum of five percent (5%) of the Restaurant’s monthly Gross Sales, but only if Franchisor first obtains an affirmative vote of seventy-five percent (75%) or more of all Wendy’s Branded Restaurants operating under the System in the United States (including both franchised restaurants and those Franchisor or its Affiliates own and operate). Article 13 of this Agreement (“**Advertising**”) sets forth the details of Franchisee’s advertising and promotion expenditures, contributions, requirements and prohibitions.

5.4. Franchisee shall pay all other fees owed to Franchisor and/or its Affiliates, including, without limitation, transfer fees, late fees, interest, attorneys’ fees and renewal fees as referenced herein, or as set forth in any other applicable agreement.

5.5. Except as otherwise specified herein, all monthly payments required by this Section 5 and by Section 13 hereof shall be paid by the fifteenth (15<sup>th</sup>) day of each month based on the Gross Sales for the preceding month, and shall be delivered to Franchisor, in the manner specified by Franchisor, together with any reports or statements required under Section 12.3. hereof. Unless otherwise specified, all other fees invoiced under this Agreement shall be paid within thirty (30) days of the date of the invoice. Franchisor reserves the right to require payment of any and all fees by means of direct account debit, electronic, computer, wire, automated transfer or bank clearing services, or other similar technology now or hereafter developed to accomplish the same purpose (specifically including Franchisor’s iReceivables payment platform) and Franchisee agrees at its expense to undertake all action reasonably necessary to accomplish such transfers. Any payment or report not actually received by Franchisor on or before such date such payment or report was due shall be deemed overdue. If any payment is overdue, Franchisee shall pay Franchisor, in addition to the overdue amount, a late fee of One Hundred Dollars (\$100.00), plus interest on the overdue amount from the date it was due until paid at the (i) rate determined from time to time by Franchisor or (ii) the maximum rate permitted by law, whichever is less. Entitlement to such interest shall be in addition to any other remedies available to Franchisor.

## EXHIBIT B

5.6. As used in this Agreement, “**Gross Sales**” shall include all revenue from the sale of all Products and Services (as defined in Section 6.11.B) and all other income of every kind and nature related to the Restaurant or premises, including proceeds of any business interruption insurance, and the sale of any promotional or premium items, whether for cash or credit, and regardless of collection in the case of credit, but shall not include (i) any sales taxes or other taxes collected from customers by Franchisee for transmittal to the appropriate taxing authority, (ii) the amount of refunds made to customers, and (iii) any amounts from coupon or discount programs approved by Franchisor for which Franchisee is not reimbursed.

### 6. DUTIES OF FRANCHISEE

6.1. Franchisee understands and acknowledges that every detail of the Franchised Business is important to Franchisee, Franchisor, and other franchisees in order to develop and maintain high operating standards, to increase the demand for the services and products sold by all franchisees, and to protect Franchisor’s reputation and goodwill.

6.2. An individual designated by Franchisee (the “**Operator**”) shall supervise the operation of the Restaurant at all times throughout the Term of this Agreement. The Operator and any replacement Operator shall be first approved by Franchisor, and shall demonstrate to Franchisor’s satisfaction (at the time of approval and on a continuing basis) that the Operator satisfies Franchisor’s educational, managerial, and business standards, and has the aptitude and ability to conduct, operate, and supervise the Restaurant. Any person designated as the Operator shall maintain such equitable ownership in Franchisee as Franchisor may specify.

6.3. Prior to the Opening Date, Franchisee (or, if Franchisee is a corporation, partnership or other business entity, the Operator, previously approved by Franchisor) and Franchisee’s initial management employees and restaurant crew shall attend and successfully complete, to Franchisor’s satisfaction, the Initial Training Program and/or such other on-going training program or programs offered by Franchisor. Any management employees or replacement Operators (approved by Franchisor) subsequently employed by Franchisee shall also attend such training programs as required by Franchisor. Franchisee and Franchisee’s management employees involved in the operation of the Restaurant shall also attend such refresher courses, seminars, and other training programs as Franchisor may reasonably require from time to time.

6.4. Franchisor shall be responsible for the cost of instructors and materials associated with the Initial Training Program for Franchisee or Franchisee’s Operator if the Restaurant is Franchisee’s first restaurant operating in the System; provided, however, that Franchisee may be required to bear the cost of other required and optional training courses, materials, seminars, and programs for Franchisee and Franchisee’s Operator, as well as Franchisee’s management and crew. Franchisee shall always be responsible for any and all expenses incurred by Franchisee and Franchisee’s employees in connection with any training courses, seminars, and programs, including, without limitation, the costs of transportation, lodging, meals, wages, and worker’s compensation insurance.

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6.5. In connection with the opening of the Restaurant, Franchisee shall conduct, at Franchisee's expense, such grand opening promotional and advertising activities as Franchisor may require.

6.6. Franchisee shall use the Restaurant premises, which include, but are not limited to, the Restaurant's building, drive thru, parking lot, and landscaped areas at the Approved Location (the "**Premises**") solely for the operation of the Restaurant; shall keep the Restaurant open and in normal operation for such hours and days as Franchisor may from time to time specify in the Manual or as Franchisor may otherwise require or approve in writing throughout the Term; and shall refrain from using or permitting the use of the Restaurant or the Premises for any other purpose or activity at any time without first obtaining the written consent of Franchisor.

6.7. Franchisee agrees to maintain a competent, conscientious, trained staff in sufficient numbers as required by Franchisor so that Franchisee may promptly service customers, including at least one manager on duty at all times, and to take such steps as are necessary to ensure that its employees preserve good customer relations and comply with such dress code as Franchisor may prescribe. Franchisee acknowledges and agrees that Franchisee shall be solely responsible for all employment decisions and functions, including, without limitation, those related to hiring, firing, establishing wages and hour requirements, disciplining, supervising, and record keeping.

6.8. Franchisee shall meet and maintain the highest health standards and ratings applicable to the operation of the Restaurant. Franchisee shall furnish to Franchisor, within five (5) days after receipt thereof, a copy of all inspection reports, warnings, citations, certificates, or ratings resulting from inspections of the Restaurant conducted by any federal, state or municipal agency, personnel or representatives. At Franchisor's option, Franchisee must allow Franchisor direct access to health inspection results.

6.9. Franchisee shall at all times maintain the Restaurant in a high degree of sanitation, repair, and condition, and in connection therewith shall make such additions, alterations, repairs, and replacements thereto as may be required for that purpose (but no others without Franchisor's prior written consent), including, without limitation, such periodic repainting or replacement of signs, furnishings, equipment, and decor as Franchisor may reasonably direct.

6.10. At Franchisor's request, which shall not be more often than once every ten (10) years, Franchisee shall refurbish the Restaurant at Franchisee's expense (the "**Mid-Term Upgrade**") to conform to the building design, trade dress, color schemes, and presentation of the Proprietary Marks in a manner consistent with the image then in effect for new restaurants under the System, including, without limitation, remodeling, redecoration, structural changes, and modifications to existing improvements and equipment. The Franchisee must obtain Franchisor's prior written approval as to the exact scope of the Mid-Term Upgrade required for the Restaurant.

6.11. To insure that the highest degree of quality and service is maintained, Franchisee shall operate the Restaurant in strict conformity with such methods, standards, and specifications

## EXHIBIT B

as Franchisor may from time to time prescribe in the Manual or otherwise in writing. Franchisee agrees:

6.11.A. To maintain in sufficient supply, and to use and sell at all times when the Restaurant is open for business, ingredients, products, materials, supplies, and paper goods, and to provide or use any designated third-party services, in each case as conform to Franchisor's written standards and specifications, and to refrain from deviating therefrom by the use or offer of any non-conforming items or services without Franchisor's prior written consent;

6.11.B. To sell or offer for sale only such menu items, products, services and related items, including without limitation, promotional and premium items, as have been expressly approved for sale in writing by Franchisor (the "**Products and Services**"); to sell or offer for sale all required menu items and products utilizing such preparation standards and techniques as specified by Franchisor; to refrain from any deviation from Franchisor's standards and specifications without Franchisor's prior written consent; and to discontinue selling and offering for sale any Products and Services which Franchisor may, in its discretion, disapprove in writing at any time.

6.11.C. To purchase and install, at Franchisee's expense, all fixtures, furnishings, equipment, decor, and signs as Franchisor shall specify; and to refrain from installing or permitting to be installed on or about the Premises, without Franchisor's prior written consent, any fixtures, furnishings, equipment, decor, signs, or other items not previously approved by Franchisor in writing; and

6.11.D. To refrain from installing or permitting to be installed any vending machine, game or coin operated device, or similar machine or device unless first approved in writing by Franchisor. If approved by Franchisor, revenues associated with such operation shall be included in Gross Sales for the purposes of this Agreement.

6.12. Franchisee shall purchase certain required products, food items, ingredients, supplies, materials, equipment and services ("**Key Products and Services**") used or offered for sale at the Restaurant solely from suppliers or service providers (including manufacturers, distributors, and other sources) who demonstrate, to the continuing reasonable satisfaction of Franchisor, the ability to meet Franchisor's then-current standards and specifications for such Key Products and Services; who possess adequate quality controls and capacity to supply Franchisee's needs promptly and reliably; and who have been approved in writing by Franchisor prior to any purchases by Franchisee from any such supplier or service provider, and have not thereafter been disapproved. If Franchisee desires to purchase any Key Products or Services from an unapproved supplier or service provider, Franchisee shall submit to Franchisor a written request for such approval. Franchisee shall not purchase Key Products and Services from any supplier or service provider until, and unless, such supplier or service provider has been approved in writing by Franchisor. Franchisor shall have the right to require that Franchisor or its agents be permitted to inspect the supplier's facilities or to perform reasonable due diligence on the service provider, and that samples from the supplier be delivered, either to Franchisor or to an independent laboratory designated by Franchisor for testing. A charge not to exceed the reasonable cost of the inspection and the actual cost of the test shall be paid by Franchisee or the

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supplier/service provider. Franchisor may also require that the supplier or service provider comply with such other requirements as Franchisor may deem appropriate, including payment of reasonable continuing inspection fees and administrative costs. Franchisor reserves the right, at its option, to reinspect or re-evaluate from time to time the facilities and products and services of any such approved supplier or service provider and to revoke its approval upon the supplier or service provider's failure to continue to meet any of Franchisor's then-current standards or criteria. Nothing in the foregoing shall be construed to require Franchisor to approve any particular supplier or service provider, nor to require Franchisor to make available to prospective suppliers or service providers, standards and specifications for formulas or other items that Franchisor, in its sole discretion, deems confidential. Franchisor, its Affiliates, and/or their respective designees may be an approved supplier or service provider for any such Key Products and Services that Franchisee is required to purchase.

6.13. Without limiting the requirements set forth in this Section 6, Franchisee shall comply with Franchisor's requirements and specifications concerning the quality, service, and cleanliness of the Restaurant, the Products and Services sold, offered for sale, or provided at the Restaurant, and the operation of the Restaurant under the System, as those requirements may be specified by Franchisor in this Agreement, in the Manual, or otherwise in writing.

6.14. Franchisee shall permit Franchisor or its agents, at any reasonable time, to remove samples of food or non-food items from Franchisee's inventory, or from the Restaurant, without payment therefor, in amounts reasonably necessary for testing by Franchisor or an independent laboratory to determine whether said samples meet Franchisor's then-current standards and specifications. In addition to any other remedies it may have under this Agreement, Franchisor may require Franchisee to bear the cost of such testing if the supplier of the item has not previously been approved by Franchisor or if the sample fails to conform with Franchisor's specifications.

6.15. Franchisee grants Franchisor and its agents the right to enter upon the Premises and/or visit and inspect any locations and equipment from which Franchisee has provided or is providing, storing or maintaining Products and Services to customers or maintaining business records, at any time for the purpose of conducting inspections with or without prior notice. Franchisor shall be permitted to memorialize the inspection through photographs, video, and other comparable technology, and notes, including those taken from interviews with employees and customers. Franchisee shall cooperate with Franchisor's representatives in such inspections by rendering such assistance as they may reasonably request; and, upon notice from Franchisor or its agents and without limiting Franchisor's other rights under this Agreement, Franchisee shall take such steps as may be necessary to immediately correct any deficiencies detected during any such inspection. Inspections shall not be limited to physical inspections of the Premises but may also include any visit by Franchisor's representative for the purpose of assessing Franchisee's operating systems, support systems or other infrastructure, or Franchisee's overall compliance with this Agreement.

6.16. Franchisee shall require all advertising and promotional materials, signs, decorations, paper goods (including disposable food containers, napkins, menus, and all forms and stationery used in the Franchised Business), and other items which may be designated by

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Franchisor to bear the Proprietary Marks in the form, color, location, and manner prescribed by Franchisor.

6.17. Franchisee shall implement and adhere to all changes, additions, and refinements in the System, as may be prescribed by Franchisor from time to time, including, without limitation, the providing of new or different products or services at or from the Restaurant. Franchisee shall promptly undertake all action and make such expenditures as are necessary to implement such changes, including, without limitation, acquiring and installing new equipment, modifying improvements at the Premises, and hiring and training additional personnel.

Franchisee shall comply with all other requirements set forth in this Agreement.

### 7. TECHNOLOGY AND COMPUTER SYSTEMS

7.1. Before the Opening Date, Franchisee must procure and install, at Franchisee's expense, the computer hardware, software, internet connections and service (including designated bandwidth, speed and functionality), required dedicated cable equipment, cable, telephone, and power lines and other computer-related or point-of-sale related accessories, peripherals and equipment, whether for front of the house or back of the house use, that Franchisor specifies in the Manual or otherwise in writing (the "**Computer and Point of Sale Systems**"). Franchisee must obtain and maintain such high-speed communications access as Franchisor requires for the Computer and Point-of-Sale Systems. Franchisee will also agree to maintain at all times, and to inform/update Franchisor as to, a functioning email address (or such other electronic communications methods as specified by Franchisor) and telephone number for the Franchised Business as well as each authorized signing representative of the Franchisee.

7.2. Franchisee agrees to provide promptly all assistance Franchisor requests or requires to bring the Computer and Point-of-Sale Systems online with Franchisor's computers, networks and systems and to maintain all connections Franchisor requests or requires from time to time. Franchisee agrees to input and maintain in the Computer and Point-of-Sale Systems all data and information which Franchisor prescribes in the Manual, in Franchisor's proprietary software (if any) and related manuals, or otherwise. Franchisor may retrieve from the Computer and Point-of-Sale Systems all information that it considers necessary, desirable or appropriate. If the information cannot be retrieved by Franchisor, Franchisee agrees to provide any information maintained in its Computer and Point-of-Sale Systems as Franchisor may request and shall procure cooperation of third-party service providers/vendors as necessary. Franchisee must accurately, consistently and completely record and provide through the Computer and Point-of-Sale Systems all information concerning the operation of the Franchised Business that Franchisor requires, in the form and at the intervals that Franchisor requires.

7.3. Franchisee agrees to use any proprietary software developed from time to time by or on behalf of Franchisor or its Affiliates. Franchisee must sign, concurrently with the execution of this Agreement, Franchisor's standard form Software License Agreement, Technology Products and Services Agreement and/or other agreements relating to technology and computer systems. Franchisee shall purchase from Franchisor or its designee new, upgraded or substitute proprietary software whenever Franchisor determines in its reasonable discretion it is necessary to support the Restaurant, at the prices and on the terms that Franchisor establishes.



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7.4. Franchisee shall, at its expense, keep the Computer and Point-of-Sale Systems in good maintenance and repair. Franchisor may mandate that Franchisee add memory, ports, accessories, peripheral equipment and additional, new or substitute software. Franchisee agrees to install at Franchisee's expense all additions, modifications, substitutions and/or replacements to the Computer and Point-of-Sale Systems' hardware, software, cable, telephone and power lines and related facilities as directed, on the dates and within the times specified by Franchisor, in each case following Franchisor's determination that installation of such items will be beneficial to Franchisee, Franchisor or the System.

7.5. Franchisee understands and agrees that modes of computerization, technology, and communication are rapidly evolving and that, accordingly, Franchisor may require Franchisee at Franchisee's expense to purchase, install and utilize at the Restaurant, or other office or location where the Franchised Business is supported, such hereafter developed modes of computerization, technology, communication, media and/or interfaces as Franchisor determines appropriate. Franchisee shall do so at such time and in such manner as designated in writing by Franchisor.

7.6. Upon termination or expiration of this Agreement, at Franchisor's option, Franchisee must surrender to Franchisor or its designee the Computer and Point-of-Sale Systems in their entirety and in good condition, allowing for normal wear and tear. Franchisor or its designee will pay Franchisee fair market value for the Computer and Point-of-Sale Systems. Franchisee agrees not to disable, expunge any data from, modify or encrypt the Computer and Point-of-Sale Systems prior to surrendering them to Franchisor.

7.7. Franchisee will at all times ensure that only personnel who have been trained and qualified in accordance with the requirements of the Manual or other policies, procedures or guidelines made available by Franchisor will effect transactions on the Computer and Point-of-Sale Systems.

7.8. Franchisor and its Affiliates alone may establish, maintain, modify or discontinue all internet, worldwide web, social media and electronic commerce activities pertaining to the System. Franchisor may establish one or more websites or social media pages accessible through one or more uniform resource locators ("URLs"). Any website, social media site or other mode of electronic commerce that Franchisor establishes or maintains may - in addition to advertising and promoting the products, programs or services available at Wendy's restaurants - also be devoted in part to offering Wendy's franchises for sale.

7.9. Franchisor may also establish an intranet, electronic notice board, or other electronic communications vehicle through which downloads of operations and marketing materials (including the Manual), exchanges of franchisee e-mail, System discussion forums and systemwide communications (among other activities) can be effected.

7.10. Unless Franchisee receives Franchisor's prior written approval in accordance with Section 13.5.C of this Agreement, Franchisee may not maintain its own website or social media page; otherwise maintain a presence or advertise on the internet, through social media or in any other mode of electronic commerce in connection with the Franchised Business; establish a link to any website Franchisor establishes at or from any other website or page; or, at any time

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establish any other website, social media, electronic commerce, or public-facing digital presence which in whole or in part incorporates the “Wendy’s” name, any Wendy’s logo, the Proprietary Marks, or any name or logo confusingly similar thereto.

7.11. Franchisor alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any website Franchisor establishes and maintains, including any and all materials Franchisee may furnish to Franchisor.

### 8. PROPRIETARY MARKS

8.1. Franchisor represents with respect to the Proprietary Marks that:

8.1.A. Franchisor has the right to use and license others to use the Proprietary Marks; and

8.1.B. All reasonable steps have been and will be taken to preserve and protect Franchisor’s rights in and the validity of the Proprietary Marks.

8.2. With respect to Franchisee’s use of the Proprietary Marks pursuant to this Agreement, Franchisee agrees that:

8.2.A. Franchisee shall use only the Proprietary Marks designated by Franchisor, and shall use them only in the manner authorized and permitted by Franchisor;

8.2.B. Franchisee shall use the Proprietary Marks only for the operation of the Restaurant as well as within Franchisor-approved advertising;

8.2.C. Unless otherwise authorized or required by Franchisor, Franchisee shall operate and advertise the Franchised Business only under the approved Proprietary Marks without prefix or suffix;

8.2.D. During the Term of this Agreement, Franchisee shall identify itself as the owner of the Franchised Business in conjunction with any use of the Proprietary Marks, including, but not limited to, uses on Franchisee’s invoices, order forms, receipts, authorized websites, business cards, vehicles, and contracts, as well as the display of a notice in such content and form and at such conspicuous locations at the Restaurant, websites, any authorized delivery vehicles, and office and other locations as Franchisor may designate in writing;

8.2.E. 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 of Franchisor’s rights;

8.2.F. Franchisee shall not use the Proprietary Marks to incur any obligation or indebtedness on behalf of Franchisor;

## **EXHIBIT B**

8.2.G. Franchisee shall not use the Proprietary Marks as part of its corporate, partnership, or other legal name, on the internet, or in or as any part of any domain name, website address, or e-mail address; and

8.2.H. Franchisee shall comply with Franchisor's instructions in filing and maintaining any requisite trade name or fictitious name registrations, and shall execute any documents deemed necessary by Franchisor or its counsel to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.

8.3. With respect to actual or potential litigation concerning the Proprietary Marks:

8.3.A. Franchisee shall promptly notify Franchisor of any unauthorized use of the Proprietary Marks or marks confusingly similar thereto as well as any challenge to the Proprietary Marks. Franchisee acknowledges that as between Franchisor and Franchisee, Franchisor has the sole right to direct and control any administrative proceeding or litigation involving the ownership or validity of the Proprietary Marks, including any settlement thereof. Franchisor has the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks;

8.3.B. Provided Franchisee has used the Proprietary Marks in accordance with this Agreement, Franchisor will defend Franchisee at Franchisor's expense against any third-party claims, suits, or demands related to Franchisee's use of, or right to use the Proprietary Marks; and

8.3.C. In the event Franchisor undertakes the defense or prosecution of any litigation relating to the Proprietary Marks, Franchisee agrees to execute any and all documents and to do such acts and things as may, in the opinion of counsel for Franchisor, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal 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, Franchisor agrees to reimburse Franchisee for its out-of-pocket costs in doing such acts and things, except that Franchisee shall bear the salary and related costs of its employees involved in such litigation, and Franchisor shall bear the costs of any judgment or settlement.

8.4. Franchisee expressly understands and acknowledges that:

8.4.A. The Proprietary Marks are valid and serve to identify the System and those who are authorized to operate under the System;

8.4.B. Franchisee shall not directly or indirectly contest the validity or ownership of the Proprietary Marks;

8.4.C. 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, except the rights specifically granted by this Agreement;

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8.4.D. Any and all goodwill arising from Franchisee's use of the Proprietary Marks in its franchised operation under the System shall inure solely and exclusively to the benefit of Franchisor and its subsidiaries, and upon transfer, expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the System or the Proprietary Marks;

8.4.E. The right to use the Proprietary Marks granted hereunder to Franchisee is non-exclusive, and Franchisor thus has and retains the rights, among others:

8.4.E.1. To use the Proprietary Marks in connection with selling the Products and Services;

8.4.E.2. To grant other rights with respect to the Proprietary Marks, in addition to those already granted to existing franchisees; and

8.4.E.3. To develop and establish other systems using the same or similar Proprietary Marks, or any other proprietary marks, and to grant licenses, sublicenses, franchises, or other rights thereto without providing any rights therein to Franchisee.

8.4.F. Franchisor reserves the right to substitute different Proprietary Marks for use in identifying the System and the businesses operating thereunder if the currently used Proprietary Marks can no longer be used, or if Franchisor, in its sole discretion, determines that substitution of different Proprietary Marks will be beneficial to the System. Franchisee agrees to comply with Franchisor's instructions regarding the substitution of different Proprietary Marks. Franchisor shall not have any obligation to reimburse Franchisee for any expenditures made by Franchisee to modify or discontinue the use of any Proprietary Mark or to adopt additional or substitute marks, including, without limitation, any expenditures relating to advertising, promotional materials or signage.

### 9. CONFIDENTIAL OPERATIONS STANDARDS MANUAL

9.1. In order to protect the reputation and goodwill of Franchisor and to maintain high standards of operation under the Proprietary Marks, Franchisee shall conduct its business in accordance with the Manual, which may take the form of one or more of the following: one or more loose leaf or bound volumes; bulletins, notices; videos; CD-ROMS; other electronic media; on-line postings; e-mail and/or electronic communications; facsimiles; or, any other now or hereafter developed medium capable of conveying the Manual's contents. Franchisee acknowledges having received on loan from Franchisor one copy of the Manual for the Term of this Agreement, which receipt may be obtained through Franchisee accessing the Manual via the internet or website or such other electronic or digital format as may be made available by Franchisor.

9.2. Franchisee shall at all times treat the Manual, any other manuals created for or approved for use in the operation of the Franchised Business, and the information contained therein, as confidential, and shall use all reasonable efforts to maintain such information as secret

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and confidential. Franchisee shall not at any time make the same available to any unauthorized person. The Manual shall at all times remain the sole property of Franchisor.

9.3. Franchisor may from time to time revise, update, prescribe additions to and/or deletions from, and otherwise supplement the contents of the Manual through various methods, including without limitation, the issuance of amendments, policy statements, and bulletins, in printed or electronically transmitted form, and Franchisee expressly agrees that it shall inform itself of updates as Franchisor makes them available and that its copy of the Manual is current and up to date. In the event of any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by Franchisor at Franchisor's home office (which may be maintained in electronic or digital format) shall be controlling.

### 10. CONFIDENTIAL INFORMATION

10.1. Franchisee shall not, during the Term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation or other entity any Confidential Information (as defined in Section 10.2). Franchisee shall divulge such Confidential Information only to such of its employees as must have access to it in order to operate the Franchised Business.

10.2. "**Confidential Information**" means (a) any documents, information or data (including know-how) concerning, relating to or arising from the conduct or operation of the Franchised Business (or any component thereof) and (b) any documents, information or data that is, directly or indirectly, received from or made available by Franchisor or any of its Affiliates or any of its or their respective representatives including, in the case of (a) and (b) above, any such documents, information or data relating to marketing plans and studies, development strategies, financial plans, advertising plans, menu offerings, recipes, trade secrets, product launches, store expansion plans, product development, technology initiatives, plans and tests, profit and loss, cost structure and labor systems; provided, however, Confidential Information shall not include information which Franchisee can demonstrate came to its attention prior to disclosure thereof by Franchisor (unless illegally or improperly procured by Franchisee prior to its disclosure) or which, at or after the time of disclosure by Franchisor to Franchisee, had become or later becomes a part of the public domain, through publication or communication by others who were lawfully in possession of such information and were under no obligation to maintain its confidentiality.

10.3. Franchisee agrees to take all steps necessary to ensure that the Owners, any Guarantor, the Operator, the Restaurant manager, co-manager and supervisor and any other personnel having access to any Confidential Information related to the Restaurant, the Franchisor or the Franchised Business also comply with the requirements of Section 10.1 above. Franchisor may direct that Franchisee require its Owners, any Guarantor, the Operator, the Restaurant manager, co-managers, and supervisors, and any other personnel having access to any Confidential Information from Franchisor to execute covenants that they will maintain the confidentiality of information they received in connection with their employment by or relationship with Franchisee, during and after termination or expiration of such employment or relationship. Such covenants shall be in a form satisfactory to Franchisor, including, without limitation, specific identification of Franchisor as a third-party beneficiary of such covenants

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with the independent right to enforce them, and Franchisee shall provide copies of such executed covenants to Franchisor upon Franchisor's request. Franchisee acknowledges that any failure to comply with the requirements of this Section 10 will cause Franchisor irreparable injury, and Franchisee agrees to pay all court costs and reasonable attorney's fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Section 10.

### 11. PRIVACY AND DATA PROTECTION

11.1. For the purposes of this Agreement, "**Personal Information**" shall mean any information in any media or format that (i) can be used alone, or in combination with other information within Franchisee's control, to identify, locate or contact an identified or identifiable natural person, (2) that relates to or is linked, or reasonably can be linked, in any way to an identified or identifiable natural person, or (3) otherwise meets the definition of "personal information" or any similarly defined term under applicable Privacy Laws (defined below).

11.2. Franchisee and Franchisor acknowledge that Franchisee is a data controller of Personal Information that Franchisee collects from, or is shared with Franchisee by, any customer or party other than Franchisor and not on Franchisor's behalf, including, but not limited to, Personal Information collected from customers in the Restaurant or from Franchisee employees.

11.3. Notwithstanding the foregoing, Franchisee represents, warrants, and agrees that it will at all times, whether acting as a data controller or processor:

11.3.A. Comply with all applicable international, national, federal, provincial, state, or local laws, codes or regulations that regulate the processing of Personal Information, including, but not limited to, data protection laws, laws regulating marketing communications and/or electronic communications, laws regulating the collection of Personal Information at the point of sale or online, information security laws, regulations or best practices, Payment Card Industry Data Security Standards, and security breach notification laws, regulations or rules (collectively, "**Privacy Laws**"); (ii) comply with all standards, specifications, requirements, criteria, and policies, including but not limited to those set forth in the Manual, that have been and are in the future developed and compiled by Franchisor that relate to Privacy Laws and the privacy and security of Personal Information, or the privacy, protection and security of the systems, networks or software of Franchisor or its Affiliates;

11.3.B. Refrain from any action or inaction that could cause Franchisor or its Affiliates to breach any Privacy Laws; (iv) do and execute, or arrange to be done and executed, each act, document and thing Franchisor deems necessary in Franchisor's sole discretion to keep Franchisor in compliance with the Privacy Laws in a timely manner; and

11.3.C. Immediately report to Franchisor the actual, attempted or suspected theft or loss of, or unauthorized access to, Personal Information (a "**Security**

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**Incident**”). For avoidance of doubt, this also includes notification of any such Security Incident containing Franchisor Personal Information, defined below.

11.4. For any Personal Information that Franchisee receives or collects from Franchisor or processes on Franchisor’s behalf, such as when customers place orders at the Restaurant using the Franchisor’s mobile app or website (“**Franchisor Personal Information**”), Franchisor and Franchisee acknowledge and agree that Franchisee is a processor of such data, and Franchisee represents, warrants, and agrees that it will:

11.4.A. Collect, use, process, store, retain and disclose such Franchisor Personal Information only to the extent, and in such a manner, as is necessary for the purposes of operating the Franchised Business;

11.4.B. Franchisee will, at its own cost, implement and comply with a comprehensive information security program that is reasonable and appropriate and complies with Privacy Laws and the Manual;

11.4.C. Provide to Franchisor, at Franchisor’s request, all information in its possession necessary to demonstrate Franchisor’s compliance with this Section 11 and Privacy Laws;

11.4.D. Allow, and cooperate with, reasonable assessments by Franchisor, or Franchisor’s designated assessor (or a qualified and independent assessor arranged for by the Franchisee) to conduct an assessment of the Franchisee’s policies and technical and organizational measures in support of the obligations under this Section 11 and Privacy Laws, using an appropriate and accepted control standard or framework and assessment procedure for such assessments, and provide the report of such assessment to Franchisor upon request;

11.4.E. Delete or return all Franchisor Personal Information upon termination or expiration of the Agreement or as otherwise instructed by Franchisor;

11.4.F. If Franchisee engages any subcontractors to handle Franchisor Personal Information (each such subcontractor, a “**Subprocessor**”), Franchisee will notify Franchisor of the engagement and such engagement shall be governed by a written agreement binding the Subprocessor to comply with terms equivalent to those contained in this Section 11 as it pertains to Franchisor Personal Data;

11.4.G. Promptly notify Franchisor if it receives a request from an individual regarding Franchisor Personal Information, including a request to exercise a right under Privacy Laws, and Franchisee shall await instructions from Franchisor concerning whether, and how, to respond to such a request, and shall assist Franchisor in fulfilling Franchisor’s obligations to respond to such requests, including at minimum, maintaining the ability to access, modify, remove from processing, or irrevocably delete or destroy the Personal Information of an individual when requested by Franchisor;

11.4.H. Assist Franchisor in meeting its obligations in relation to the security of Franchisor Personal Information;

## **EXHIBIT B**

11.4.I. Assist Franchisor in meeting its obligations in relation to the notification of any Security Incident;

11.4.J. Provide any necessary information to enable Franchisor to conduct and document any required data protection assessments; and

11.4.K. Limit access to Franchisor Personal Information to only those employees and consultants of Franchisee who need to have access to the Personal Information, and will ensure that each such employee, consultant or other person is bound to a written duty of confidentiality in regard to such Franchisor Personal Information.

11.5. Franchisee and Franchisor acknowledge that, Franchisee shall only process Franchisor Personal Information solely to operate the Franchised Business in accordance with the terms of this Agreement, and only for the duration of the Term. Franchisor Personal Information may include, but is not limited to, information about Franchisor and Franchisee's customers and prospective customers, including such person's names, contact information, address, internet or app activity, and buying habits and history.

### **12. ACCOUNTING AND RECORDS**

12.1. Franchisee shall maintain during the Term of this Agreement, and shall preserve for at least three (3) years from the dates of their preparation, full, complete, and accurate books, records, and accounts related to the Franchised Business in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor from time to time in the Manual or otherwise in writing.

12.2. Franchisee shall prepare and maintain a business plan and operating budget in the manner prescribed by Franchisor, reflecting such information as Franchisor may specify, which may include, without limitation, operational data, personnel expense information, factors related to the costs of goods sold, capital expenditures, refurbishment plans, and revenue projections. Franchisee shall submit such business plan and operating budget to Franchisor at such times and places and in such form as may be prescribed by Franchisor.

12.3. Franchisee shall submit to Franchisor, no later than the fifteenth (15th) day of each month during the Term of this Agreement, in a format and manner specified by Franchisor, monthly royalty and Gross Sales reports, and such other reports as Franchisor may require. Franchisor reserves the right to require Franchisee to file the monthly reports electronically or through any now or hereafter developed mode of communication and/or data transmission. Franchisor shall have electronic remote access to Franchisee's Computer and Point-of-Sale Systems and may elect to pull these reports in connection with its rights to access information from the Computer and Point-of-Sale Systems. Upon Franchisor's request, Franchisee shall submit copies of all federal, state and local sales and use tax returns for the Franchised Business to Franchisor.

12.4. Franchisee shall, at its expense, provide to Franchisor, in a format specified by Franchisor, and in accordance with generally accepted accounting principles, a complete annual financial statement (including, without limitation, a profit and loss statement, cash flow statement and balance sheet), on a review basis, prepared by an independent certified public



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accountant satisfactory to Franchisor, within one-hundred and twenty (120) days after the end of each fiscal year of the Franchised Business showing the results of operations of the Franchised Business and the results of operations for any entity affiliated with the Franchised Business during such fiscal year. Franchisor reserves the right to require Franchisee to provide, at Franchisee's expense, an audited annual financial statement, prepared by an independent certified public accountant satisfactory to Franchisor.

12.5. Franchisor reserves the right to require Franchisee, at Franchisee's expense, to provide to Franchisor, in a format specified by Franchisor, quarterly or semi-annual financial statements (as described in Section 12.4 above), certified by an officer or accountant of Franchisee (and if specifically required by Franchisor, certified by an independent certified public accountant), and such other information as Franchisor may reasonably specify, showing the results of operations of the Franchised Business and the results of operations for any entity affiliated with the Restaurant during such period. Franchisee shall submit such reports within forty-five (45) days following the end of each quarter or six-month period of each fiscal year of the Franchised Business during the Term.

12.6. Franchisee shall also submit to Franchisor, for review or auditing, such other forms, reports, records, information, and data as Franchisor may reasonably require, including, but not limited to, financial statements of each Franchisee and each Guarantor, in the form and at the times and places reasonably required by Franchisor, and all electronic and/or written information maintained in any bookkeeping/accounting and management information systems, upon Franchisor's request and as specified from time to time in the Manual or otherwise in writing. Franchisor reserves the right to require each Franchisee and each Guarantor to submit their respective federal and state income tax returns to Franchisor for review. Franchisee agrees that Franchisor may, and specifically grants Franchisor the right to, divulge any and all information submitted by Franchisee pursuant to this Section 12 or otherwise pertaining to Franchisee to third-party financing or lending sources being considered by Franchisee.

12.7. Franchisor or its designated agents shall have the right at all reasonable times to examine and copy, at Franchisor's expense, the books, records, and tax returns of Franchisee. Franchisor shall also have the right, at any time, to have an independent audit made of the books of Franchisee. If an inspection should reveal that any payments to Franchisor or any affiliate have been understated in any report to Franchisor, or if Franchisee fails to expend any monies required under this Agreement, then Franchisee shall immediately pay the amount understated, or expend the amount required, upon demand by Franchisor. In addition, Franchisee shall pay interest on the understated amount from the date such amount was due until paid, at the rate to be determined by Franchisor from time to time, or the maximum rate permitted by law, whichever is less. If an inspection discloses an understatement in any report of two percent (2%) or more, or an underpayment of required expenditures (including, without limitation, royalties or Advertising Contribution due pursuant to the Agreement) of two percent (2%) or more, Franchisee shall, in addition, reimburse Franchisor for any and all costs and expenses connected with the inspection (including, without limitation, travel, lodging and wage expenses, and reasonable accounting and legal costs). The foregoing remedies shall be in addition to any other remedies Franchisor may have under this Agreement or otherwise.

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### 13. ADVERTISING

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

13.1. Franchisor shall have the right to require Franchisee to expend on advertising and promotion, or to participate in and contribute for the purpose of advertising and promotion, each month during the Term, the Advertising Contribution, or such greater amount as provided for in Section 13.2 hereof, all in such manner as Franchisor may direct from time to time, subject to the following:

13.1.A. For so long as WNAP (or any successor entity designated by Franchisor) is in existence as an advertising and promotional fund for the System, Franchisee shall contribute to WNAP on a monthly basis such amount of the Advertising Contribution as may be specified by Franchisor from time to time in the Manual or otherwise in writing, which amount shall not be less than fifty percent (50%) of the Advertising Contribution, nor greater than eighty-seven and one-half percent (87.5%) of the Advertising Contribution;

13.1.B. Franchisee shall spend, for the purpose of local advertising and promotion, on a monthly basis, such amounts of the Advertising Contribution as may be specified by Franchisor from time to time in writing, which amounts shall not be less than twelve and one-half percent (12.5%) of Franchisee's Advertising Contribution. Franchisee's expenditures for local advertising and promotion shall be made in accordance with Section 13.3 hereof; and

13.1.C. If an advertising and marketing Cooperative (as defined in Section 13.4) is established for Franchisee's region, Franchisor may specify the amount of the Advertising Contribution that Franchisee shall contribute to the Cooperative each month; provided, however, that Franchisee's contribution to the Cooperative shall be credited towards satisfaction of the obligations required by Section 13.1.B hereof, and shall be made in accordance with the provisions set forth in Section 13.4 hereof.

13.2. Franchisor reserves the right (i) to increase the Advertising Contribution specified in Section 13.1 at any time to an amount not in excess of five percent (5%) of Franchisee's Gross Sales, (ii) to change the contributions to WNAP outside the range specified in Section 13.1.A, and (iii) to reduce the minimum expenditures specified in Section 13.1.B; provided, however, that Franchisor may require any of such changes only upon obtaining an affirmative vote representing seventy-five percent (75%) or more of all restaurants in the United States operating in the System (whether operated by Franchisor and/or any of its Affiliates or by its franchisees.

13.3. All local advertising and promotion by Franchisee shall be in such media, and of such type and format as Franchisor may approve; shall be conducted in a dignified manner; and, shall conform to such standards and requirements as Franchisor may specify. Franchisee shall not use any advertising or promotional plans or materials unless and until Franchisee has

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received written approval from Franchisor, pursuant to the procedures and terms set forth in Section 13.7 hereof.

13.3.A. As used in this Agreement, spending on “**local advertising and promotion**” which may be credited toward Franchisee’s Advertising Contribution as set forth under Section 13.1.B shall be advertising and promotion related directly to the Restaurant, and shall consist only of the following: (i) advertising and media - the direct costs of measurable media for television (broadcast and cable), radio, digital, and outdoor (billboard or transit), including space or time charges; (ii) promotions - the direct costs of market-wide efforts to stimulate trial, increase frequency of purchase or increase average amounts of purchase, including direct costs of advertising production, and the direct costs of in-store materials, including window signs, counter signs and other promotional signs; (iii) direct out-of-pocket expenses – the direct costs incurred by a Cooperative (as defined in Section 13.4) for agency planning, selection, placement and production, and any retainer fee, in addition to the directly related expenses incurred by a Cooperative approved by Franchisor and related to the cost of advertising and marketing for agency travel expense, postage, post-buy analysis, shipping, meeting room charges, telephone and photocopying, travel expenses for attendance by Cooperative representatives at regional or national meetings when approved by Franchisor, and legal and accounting fees; and (iv) such other activities and expenses as Franchisor in its sole discretion may specify.

13.3.B. Franchisor may specify the types of expenditures and costs which shall not qualify as “local advertising and promotion.” Franchisee understands and agrees that the definition of local advertising and promotion set forth above shall not, however, include, and Franchisee shall not include in its report of the amounts expended on advertising and promotion, any costs or expenses incurred by Franchisee in connection with any of the following: (i) incentive programs, including the cost of honoring coupons; (ii) market-wide or other research that is not conducted by a professional marketing research firm approved in writing by Franchisor; (iii) food costs incurred in, or price reductions associated with, any promotion; (iv) salaries and expenses of any employees of Franchisee, including salaries or expenses for attendance at advertising meetings or activities; (v) charitable, political or other contributions or donations; (vi) in-store materials consisting of fixtures or equipment; (vii) any entertainment or related expenses for travel, meals and the like; (viii) any fees paid to parties who are not professional consultants, counselors or advisors previously approved in writing by Franchisor in marketing, advertising, public relations, promotion or associated efforts; (ix) seminar and educational costs and expenses of employees of Franchisee; (x) mystery shops; (xi) customer feed-back – i.e., 1-800-customer call-in numbers; and (xii) such other items as Franchisor shall determine in its discretion.

13.3.C. Franchisee understands and acknowledges that the required contributions and expenditures set forth in this Section 13 are minimum requirements only, and that Franchisee may, and is encouraged by Franchisor to, expend additional funds for local advertising and promotion, where appropriate.

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13.4. Any regional advertising pertaining to the Franchised Business, and any local advertising which Franchisor may specify as inconsistent with the provisions of Section 13.3 pertaining to individual restaurant advertising and promotion, shall be conducted by and through a regional advertising cooperative (“**Cooperative**”) established or required to be established by Franchisor for that purpose. Franchisor shall have the right, in its discretion, to designate any geographical area for purposes of establishing a Cooperative, and Franchisee agrees to take appropriate steps to establish and participate in such Cooperative if required to do so by Franchisor. If a Cooperative for the geographic area in which the Restaurant is located has been established at the time Franchisee commences operations hereunder, Franchisee shall immediately be bound by the obligation to become a member of such Cooperative under the terms of the then-existing Cooperative agreement. If a Cooperative for the geographic area in which the Restaurant is located is established during the Term of this Agreement, Franchisee shall immediately become a member of such Cooperative, and shall take all steps necessary to become a member of such Cooperative. In no event shall Franchisee be required to be a member of more than one Cooperative with respect to the Restaurant. The following provisions shall apply to each such Cooperative:

13.4.A. Each Cooperative shall be organized and governed in a form and manner approved by Franchisor in writing, and shall commence operations on a date specified by Franchisor. Any disputes arising among or between Franchisee, other franchisees in the Cooperative, and/or the Cooperative, shall be resolved by Franchisor, whose decision shall be final and binding on all parties;

13.4.B. Each Cooperative shall be organized for the exclusive purpose of administering regional advertising programs, and developing, subject to Franchisor’s approval, standardized promotional materials for use by its members in local advertising and promotion;

13.4.C. No advertising or promotional plans or materials may be used by a Cooperative or furnished to its members without the prior approval of Franchisor, pursuant to the procedures and terms as set forth in Section 13.7. hereof;

13.4.D. Franchisee shall submit its required contribution to the Cooperative at such times as determined by the Cooperative, but no later than the last day of each month on Gross Sales for the preceding calendar month, together with such other statements or reports as may be required by Franchisor, or by the Cooperative with Franchisor’s prior written approval;

13.4.E. Franchisor shall, for each of the restaurants operated by Franchisor under the System which are located in a geographic area for which a Cooperative has been established, make contributions to the applicable Cooperative on the same basis as contributions required of comparable franchisees who are members of such Cooperative; and

13.4.F. Franchisor, in its sole discretion, may grant to any franchisee an exemption for any length of time from the requirement of membership in a Cooperative, or from the requirement to pay all or a portion of the contribution (described in

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Section 13.1.B.) to the Cooperative upon written request of such franchisee stating reasons supporting such exemption. Franchisor's decisions concerning such request for exemption shall be final. If an exemption is granted to a franchisee, such franchisee shall be required to expend an amount equal to the exempted portion of the contribution for local advertising in accordance with and as may be required in Sections 13.1.B and 13.3 hereof.

13.5. To the extent permitted by the organizational and operational documents of WNAP, WNAP shall be maintained and administered by Franchisor, as follows:

13.5.A. Franchisor or its designee shall direct all advertising programs, with sole discretion over the concepts, materials, and media used in such programs and the placement and allocation thereof. Franchisee agrees and acknowledges that WNAP is intended to maximize general public recognition, acceptance, and use of the System; and that Franchisor and its designee are not obligated, in administering WNAP, to make expenditures for the benefit of Franchisee which are equivalent or proportionate to Franchisee's contribution, to ensure that any particular franchisee or group of franchisees benefits directly or pro rata from expenditures by WNAP, or to spend in a geographic location in proportion to contributions submitted from Franchisee or a group of franchisees within that location;

13.5.B. WNAP, all contributions thereto, and any earnings thereon, shall be used exclusively to meet any and all costs of maintaining, administering, directing, conducting, and preparing advertising, marketing, public relations and promotional programs and materials, and any other activities which Franchisor believes will enhance the image of the System, including, among other things, the costs of preparing and conducting media advertising campaigns; direct mail advertising; marketing surveys and other public relations activities; employing advertising or public relations agencies to assist therein; purchasing promotional items, conducting and administering visual merchandising, point of sale, and other merchandising programs; and providing promotional and other marketing materials and services to the restaurants operated under the System. WNAP may also be used to provide rebates or reimbursements to franchisees for local expenditures on products, services, or improvements, approved in advance by Franchisor, which products, services, or improvements Franchisor determines, in its sole discretion, will promote general public awareness and favorable support for the System;

13.5.C. Franchisee acknowledges and agrees that any internet websites, e-mail addresses, or other means of electronic advertising or commerce created and/or operated by or on behalf of Franchisor shall be deemed advertising under this Agreement and may be paid for by WNAP contributions or allocated to local marketing contributions as appropriate in Franchisor's discretion. Any internet websites, internet domain name, or other electronic address which Franchisee wishes to register, create, and/or operate and any digital advertising which contains any reference to the System, any Proprietary Mark, or the Franchised Business shall be subject to Franchisor's prior written approval, which approval may be conditioned upon the use of third-party agencies and vendors to assist with website, digital or other electronic advertising. In the event such permission is

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given, it may thereafter be withdrawn. If required by Franchisor, Franchisee shall cease operating its own website, shall establish its website as part of any other website which Franchisor may prescribe, and/or shall establish electronic links to such websites as Franchisor may prescribe. Franchisee shall comply with Franchisor's standards and specifications for electronic advertising and commerce, including, without limitation, those in relation to the use and display of the Proprietary Marks and any copyrighted materials;

13.5.D. Franchisee shall contribute to WNAP by payments directed to WNAP in the format directed by Franchisor. All sums paid by Franchisee to WNAP shall be maintained in an account separate from the other monies of Franchisor and shall not be used to defray any of Franchisor's expenses, except for such reasonable costs and overhead, if any, as Franchisor may incur in activities reasonably related to the administration, direction, and implementation of WNAP and advertising programs for franchisees and the System, including, among other things, costs of personnel for creating and implementing advertising, merchandising, promotional and marketing programs and administration of WNAP funds. WNAP and its earnings shall not otherwise inure to the benefit of Franchisor. Franchisor shall maintain separate bookkeeping accounts for WNAP;

13.5.E. Franchisor and its Affiliates shall, for each of the restaurants operated by Franchisor and its Affiliates under the System, make contributions to WNAP on the same basis as contributions required of comparable franchisees within the System;

13.5.F. It is anticipated that all contributions to and earnings of WNAP shall be expended for advertising and promotional purposes during the taxable year within which the contributions and earnings are received. If, however, excess amounts remain in WNAP at the end of such taxable year, all expenditures in the following taxable year(s) shall be made first out of accumulated earnings from previous years, next out of earnings in the current year, and finally from contributions;

13.5.G. The contributions to and earnings of WNAP are not and shall not be an asset of Franchisor. A statement of the operations of WNAP as shown on the books of Franchisor shall be prepared annually by an independent public accountant selected by Franchisor and shall be made available to Franchisee upon request; and

13.5.H. The following provisions apply to Franchisor's Affiliates' role in regards to WNAP:

13.5.H.1. Although WNAP is intended to be of perpetual duration, Wendy's International, LLC, an Affiliate of Franchisor ("WIL"), through its management agreement with Franchisor, shall have the right to terminate WNAP; provided, however, that if WIL terminates WNAP, WIL shall designate a successor entity to perform functions comparable to those performed by WNAP and shall otherwise comply with this Agreement. WNAP shall not be terminated, however, until all monies in WNAP have been expended for advertising and

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promotional purposes, or otherwise disbursed to the System in accordance with WNAP's Articles of Incorporation.

13.5.H.2. Franchisee currently possesses the following rights and benefits with respect to participation in the governance of WNAP (collectively, the "**Rights and Benefits**"): election by franchisees of franchisee representatives to the governing board of WNAP; appointment by WIL of at-large franchisee representatives to the governing board of WNAP; and provision for voting rights of all franchisee representatives on the governing board of WNAP in the event of a "**change in control**" as defined in WNAP's Articles of Incorporation and Code of Regulations.

13.5.H.3. Franchisor agrees that, so long as WNAP remains in existence, WIL shall not exercise its rights to amend the Articles of Incorporation or Code of Regulations of WNAP in any manner which would eliminate or materially alter the Rights and Benefits of Franchisee.

13.5.H.4. In the event that WIL creates a successor entity to WNAP, Franchisor agrees that Franchisee shall possess the same Rights and Benefits with respect to participation in the governance of such successor entity, and in furtherance thereof, Franchisor agrees to the following: the number of elected franchisee representatives shall constitute at least twenty-five percent (25%) of the governing board of the successor entity; the number of at-large (appointed) franchisee representatives shall not exceed the number of elected franchisee representatives; and the total number of elected franchisee representatives plus at-large franchisee representatives shall constitute at least fifty percent (50%) of the aggregate number of all members of the governing board of the successor entity.

13.6. Franchisor shall make available to Franchisee from time to time, at Franchisee's or WNAP's expense (at Franchisor's discretion), advertising plans and promotional materials, which may include printed material, video assets, coupons, merchandising materials, sales aids, special promotions, direct mail materials, digital advertising materials and files, community relations programs, and similar advertising and promotional materials.

13.7. For all advertising and promotional plans which require Franchisor's approval prior to use, as set forth in Sections 13.3 and 13.4, Franchisee or the Cooperative, where applicable, shall submit samples of such plans and materials to Franchisor for Franchisor's prior written approval at least fifteen (15) days in advance of their anticipated usage, if such plans and materials have not been prepared or previously approved by Franchisor. If written approval is not received by Franchisee or the Cooperative from Franchisor within fifteen (15) days of the date of receipt by Franchisor of such samples or materials, Franchisor shall be deemed to have disapproved them.

13.8. Franchisee shall honor all coupons, discounts, gift cards, loyalty program cards (if any), and gift certificates, whether to be sent through direct mail, written advertising materials, or through on-line or electronically available coupon offers, codes and/or discounts, as reasonably

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specified by Franchisor and in accordance with procedures specified by Franchisor in the Manual or otherwise in writing.

### 14. INSURANCE

14.1. Prior to the commencement of any activities or operations pursuant to this Agreement, Franchisee shall procure and maintain in full force and effect during the Term of this Agreement, at Franchisee's expense, the following insurance policies in connection with the Restaurant or other facilities on the Premises, or by reason of the construction, renovation, remodel, reimaging, operation, or occupancy of the Restaurant or other facilities on the Premises. Such policy or policies shall be written by an insurance company or companies reasonably satisfactory to Franchisor, and shall include, at a minimum the following (with such types of insurance coverages, minimum policy limits and coverage terms as may reasonably be specified from time to time by Franchisor in the Manual or otherwise in writing, including, without limitation, any insurance guidelines and policies made available by Franchisor):

14.1.A. Commercial general liability insurance;

14.1.B. All risk property insurance on a replacement cost basis, to the full value of the Restaurant and all improvements in or about the Premises, and including business interruption coverage;

14.1.C. Business automobile liability insurance, including combined single limit bodily injury and property damage coverage for any auto, vehicle, or mobile equipment operated by Franchisee;

14.1.D. Umbrella excess liability insurance;

14.1.E. Cyber risk insurance; and

14.1.F. Workers' compensation insurance and employer's liability insurance, as well as such other disability benefits type insurance as may be required by statute or rule of all states in which the Franchisee conducts operations in relation to this Agreement.

14.1.G. Franchisor reserves the right to require other types of insurance and endorsements pursuant to Franchisor's then-existing guidelines and/or policies as may be provided by Franchisor from time to time in the Manual or otherwise in writing. Franchisor may, from time to time, and in its sole discretion, make such changes in minimum policy limits as it may determine. Notwithstanding the foregoing, Franchisor reserves the right to require Franchisee to maintain insurance (of such types, and in such amounts as Franchisor may specify) to reflect any particular circumstances or situations affecting Franchisee or the Restaurant and to participate in Franchisor-directed insurance programs that provide for a particular type of coverage on an individual, multiple-franchisee and/or system-wide basis. Franchisee's procurement of certain policies may be obtained through participation in Franchisor-directed insurance programs, as such programs may be identified and required by Franchisor from time-to-time. Franchisor may require payments for insurance coverage premiums be made directly to Franchisor or its designee in connection with any designated insurance programs.



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14.2. In connection with all significant construction, renovation, reimaging, or remodeling of the Restaurant during the Term hereof, Franchisee will cause the general contractor, its subcontractors, and any other contractor to effect and maintain at the general contractor's and each other contractor's own expense, such insurance policies and bonds with such endorsements as are set forth by Franchisor in the Manual or otherwise in writing, and which are written by insurance or bonding companies satisfactory to Franchisor.

14.3. Franchisee's obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall be through primary, and not contributory with or excess over any insurance or self-insurance which may be maintained by Franchisor, nor shall Franchisee's performance of that obligation relieve Franchisee of liability under the indemnity provisions set forth in Section 21.4. of this Agreement.

14.4. On or prior to the time any insurance is first required to be carried by Franchisee, and thereafter within ten (10) days subsequent to the expiration of any such policy, and/or within ten (10) days of Franchisor's request, Franchisee shall deliver to Franchisor, a new or renewal certificate of insurance in such format and manner as Franchisor may require. As identified by Franchisor in writing from time to time in its guidelines and policies, the certificates for certain policies (currently, commercial general liability, umbrella excess liability, and cyber risk insurance) shall name Franchisor, and each of its Affiliates, directors, agents, and employees as additional insureds and in the case of property insurance, such parties shall be named as an additional interest and loss payee. These certificates shall expressly provide that any interest of such parties shall not be affected by any breach by Franchisee of any policy provisions for which such certificates evidence coverage. All certificates shall expressly provide that no less than thirty (30) days' prior written notice shall be given to Franchisor in the event of material alteration to cancellation of, or non-renewal of the coverages evidenced by such certificates. Such prior written notice shall be sent to Franchisor by certified mail as provided in Section 24 hereof.

14.5. Should Franchisee fail to maintain or renew any insurance provided for hereunder, or to pay the premium, or to comply with the requirements noted herein, Franchisor, at its option, but without obligation to do so, may, upon five days' notice to Franchisee, cure such failure, and any sums so expended by Franchisor, together with Franchisor's reasonable administrative expenses in connection therewith, shall thereafter be due from and payable by Franchisee.

14.6. The insurance requirements set forth herein shall not, nor do such requirements, limit Franchisee's liability under this Agreement to the amounts of such insurance.

### 15. TRANSFER OF INTEREST

15.1. Franchisor's Right to Transfer. Franchisor shall have the right to transfer or assign this Agreement or all or any part of its rights or obligations under this Agreement to any person or legal entity. Franchisee agrees to consent to any such transfer and to provide and/or execute any documents necessary or required by Franchisor to give effect to the transfer. Further, Franchisee agrees that, from the date of such assignment, the assignee of Franchisor

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shall be solely responsible for those obligations of Franchisor which have been assigned to said assignee arising thereafter under this Agreement.

15.2. Prohibitions to Transfer. Franchisee understands and acknowledges that Franchisor has entered into this Agreement in reliance on the business skill, financial capacity, and personal character of Franchisee and any Guarantor (or if Franchisee or any Guarantor is a business entity, the owners of any direct or indirect interest in Franchisee or Guarantor). If Franchisee or any Guarantor is a corporation, partnership, or other business entity, all owners of any direct or indirect interest in Franchisee or any Guarantor are set forth in Exhibit A (“**Owners**”). Accordingly, without the prior written consent of Franchisor and without first complying with Franchisor’s right of first refusal pursuant to Section 15.5 below:

15.2.A. Neither Franchisee nor any Owner shall assign, transfer, pledge, issue, redeem, or otherwise encumber this Agreement, any of the rights or obligations of Franchisee under this Agreement, the Franchised Business, the Restaurant, any direct or indirect interest in Franchisee, Franchisee’s rights to use the System, the Proprietary Marks, any Confidential Information and/or the Manual, or any material asset used in the Franchised Business (all collectively referred to as “**Transfers**”);

15.2.B. Franchisee shall not issue any securities or other equity interests; and

15.2.C. Guarantor shall not violate the provisions of the Guaranty (as defined in Section 27) regarding Transfers.

Further, no Transfer shall be effective unless and until such Transfer complies with all the terms and conditions of this Agreement, including without limitation Section 15.

15.3. If Franchisee or Guarantor is a business entity, then for the purposes of this Agreement, the term “Transfer”, as it relates to a direct or indirect interest in Franchisee or Owner, is limited to the assignment, transfer, pledge, issuance or redemption in the aggregate, whether in one or more transactions, of more than 20% of the voting power or (as applicable) the capital stock, partnership interest, membership interest or any other type of ownership interest in the Franchisee or Guarantor entity (or any lesser percentage that is sufficient to control the Franchisee or Guarantor entity or the Franchised Business, as the term “control” is most broadly defined by any United States or state securities and/or corporate and/or partnership law) to any individual or entity who is not a business entity owned, controlled and composed solely of such individuals in the same proportionate ownership interest as each such individual had in Franchisee or Guarantor before the Transfer, as set forth in Exhibit A.

15.3.A. Notwithstanding the foregoing, Franchisee and/or Guarantor agrees to comply with the following requirements at Franchisor’s option:

15.3.A.1. Franchisee and/or Guarantor agree to immediately report to Franchisor all such assignments, transfers, pledges, issuances or redemptions of ownership that cause any variance in the structure set forth in Exhibit A, even if less than 20%, in accordance with the procedures set forth by Franchisor in the Manual or otherwise in writing;

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15.3.A.2. Franchisee and/or Guarantor agree that it, and any of its new owners, shareholders, members, partners (etc.), shall comply with Franchisor's restrictions relative to involvement in any business which competes with the Restaurant and any requirements regarding Confidential Information, including, as Franchisor deems necessary, execute Franchisor's form of non-competition and/or non-disclosure agreement;

15.3.A.3. Franchisee and/or Guarantor agree that it, and any of its new owners, shareholders, members, partners (etc.), shall successfully complete Franchisor's standard background check process and possess good moral character, business reputations, and credit ratings to Franchisor's reasonable satisfaction.

15.4. Conditions to Transfer. Without limiting Franchisor's rights under any applicable law, Franchisor shall not unreasonably withhold the consent required by Section 15.2, as modified by Section 15.3 and 15.5; provided, however, that Franchisor shall have the absolute right to require any or all of the following (among others) as conditions of its consent:

15.4.A. Prior to the proposed Transfer, Franchisee and the Proposed Franchisee (for purposes of this Agreement, the term "**Proposed Franchisee**" shall include all individuals and entities, which after the proposed Transfer, will be Franchisees under this Agreement or under any successor Agreement) shall demonstrate to Franchisor's satisfaction that subsequent to the Transfer, the Proposed Franchisee, the Owners of Proposed Franchisee (if the Proposed Franchisee is a corporation, partnership or other business entity) and any guarantors of the Proposed Franchisee, will (i) meet Franchisor's educational, managerial, and business standards; (ii) possess good moral character, business reputations, and credit ratings; (iii) have the aptitude and ability to conduct the Franchised Business (as may be evidenced by prior related business experience or otherwise); (iv) have the organizational, managerial and financial structure and resources to operate the Restaurant properly, taking into account such factors as (among others) the number of Wendy's Branded Restaurants and market areas involved and their geographic proximity to each other and to the Proposed Franchisee's current location; (v) comply with Franchisor's ownership requirements relative to the control of the Proposed Franchisee and the Restaurant; (vi) comply with Franchisor's restrictions relative to involvement in any business which competes with the Restaurant or any Competing Business as defined in Section 18.2; and (vii) have adequate financial resources and capital to operate the business, all in such manner, in accordance with such standards and upon satisfaction of such conditions as indicated from time to time by Franchisor's Transaction Policy, the current copy of which Franchisee acknowledges having received and which is incorporated into this Agreement by reference ("**Transaction Policy**"), and other written policies adopted and announced by the Franchisor;

15.4.B. Transfers to existing franchisees (or to owners of franchisees) in the System may be subject to conditions materially different from or in addition to conditions with respect to other transfers, which conditions may be set out from time-to-time in Franchisor's Transaction Policy adopted and announced by Franchisor. Franchisor reserves the right to disapprove a Transfer based upon (without limitation) any of the

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following: (i) the current geographic scope and proximity of the Proposed Franchisee's operations; (ii) the physical and operational condition, opportunities and obligations present in the Proposed Franchisee's existing Wendy's Branded Restaurants; (iii) the opportunities for development or acquisition of Wendy's restaurants in Proposed Franchisee's existing market(s); (iv) the Proposed Franchisee's compliance with its existing franchise agreement(s) and System initiatives; (v) the Proposed Franchisee's engagement with the Proposed Franchisee's existing Wendy's restaurants and market(s); (vi) the financial and operational performance metrics utilized by Franchisor in determining the expandability of the Proposed Franchisee in relation to the proposed transaction; and (vii) the period of time since the Proposed Franchisee last acquired restaurants and the extent to which the Proposed Franchisee has properly assimilated those restaurants into its organization and eliminated issues arising from or related to such previous acquisition; and (viii) the Proposed Franchisee's organizational structure and support to absorb additional restaurants. Franchisor reserves the right to disapprove any proposed Transfer the result of which would be, in the sole opinion of Franchisor, a disproportionately large ownership of Wendy's Branded Restaurants by the Proposed Franchisee compared with the number of restaurants operated by Franchisor or all franchisees in the System;

15.4.C. All of Franchisee's accrued monetary obligations and all other outstanding obligations of Franchisee to Franchisor and its Affiliates, and to any advertising Cooperative shall have been fully satisfied, including, without limitation, compliance with all covenants, undertakings, performance, and operating standards required by this Agreement, any amendment hereof or successor agreement hereto, or any other agreement between Franchisee and Franchisor or its Affiliates;

15.4.D. If Franchisor requests, the Franchisee or Proposed Franchisee, at their own expense, shall modify the Restaurant to conform to the then-current standards and specifications of System restaurants, and shall complete the modifications prior to the transfer or within the time subsequent to the transfer specified by Franchisor;

15.4.E. If Franchisee or Proposed Franchisee is a corporation, partnership, or other business entity, Franchisor may require that any individuals who are liable under this Agreement as Franchisees or Guarantors shall together own not less than fifty-one percent (51%) of any Franchisee or Proposed Franchisee and have not less than fifty-one percent (51%) voting control of any Franchisee or Proposed Franchisee;

15.4.F. Employees of the Restaurant shall successfully complete any training programs then in effect for such employees under the System, on such terms and conditions as Franchisor may reasonably require;

15.4.G. Franchisor shall receive a transfer fee of Five Thousand Dollars (\$5,000), or such greater amount as may be necessary to reimburse Franchisor for its legal, accounting, and other expenses incurred in connection with the transfer;

15.4.H. Franchisee, the Proposed Franchisee, all Guarantors of the obligations of Franchisee, and all guarantors of the obligations of the Proposed Franchisee under this

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Agreement or any successor agreement shall have executed a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its past and present officers, directors, shareholders, subsidiaries, Affiliates, and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances, arising prior to the effective date of Franchisor's written consent;

15.4.I. The Proposed Franchisee shall execute the standard form franchise agreement then being offered to new System franchisees, and such other ancillary agreements as Franchisor may require for the Franchised Business, which agreements shall supersede this Agreement in all respects, and the terms of which agreements may differ from the terms of this Agreement, including, without limitation, a higher percentage royalty rate and advertising contribution; provided, however, that the Proposed Franchisee shall not be required to pay any initial franchise fee;

15.4.J. Notwithstanding the execution of the standard form franchise agreement by the Proposed Franchisee pursuant to Section 15.4.I, Franchisee, the Proposed Franchisee, any Guarantors of the obligations of the Franchisee, and any guarantors of the Proposed Franchisee shall be and remain liable following the effective date of the transfer for all obligations of Franchisee to Franchisor under this Agreement which arose in connection with the Franchised Business prior to the effective date of the transfer (including any obligation to indemnify the Franchisor and any obligations that by their nature survive the termination of this Agreement, e.g., confidentiality and non-competition provisions), and shall execute any and all documents reasonably requested by Franchisor to further evidence such liability; and

15.4.K. Franchisor has the absolute right to require any Owners or other parties having an interest in Franchisee, the Proposed Franchisee, the Premises or the Franchised Business to execute Franchisor's Guaranty agreement as referenced in Section 25.2.

15.5. Franchisor's Right of First Refusal. In the event Franchisee or any Owner desires to accept any *bona fide* offer from a third party to directly or indirectly purchase all or any part of Franchisee's or an Owner's ownership interest in Franchisee as shown in Exhibit A, any interest in the Franchise Agreement such that the purchase of the interest would meet the requirements of a Transfer set out in Section 15.3, or any asset material to the operation of the Franchised Business, the seller shall notify Franchisor in writing of each such offer, and shall provide to Franchisor such information and documentation relating to the offer and the prospective purchaser as Franchisor may require, including, but not limited to, all material information provided to the prospective purchaser by the seller, which such notice and documentation may be provided through submitting required information to Franchisor's designated electronic communications vehicle as identified by Franchisor. Franchisor shall have the right and option, exercisable within forty-five (45) days after receipt by Franchisor of all such written notification and all other information required by Franchisor, to send written notice to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions as those offered by the prospective purchaser. The information to be supplied by the seller and required by Franchisor shall be accompanied by (i) a written representation and warranty from seller that seller has provided Franchisor with all of the information required under this

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Section 15.5, and that such information is true, accurate, and complete; and (ii) if the seller is not an individual, an appropriate resolution of the seller's board of directors (or other applicable owners, investors, or the like) approving the proposed sale, or other evidence satisfactory to Franchisor of seller's intent to consummate the transaction. Further, if Franchisor elects to exercise its option hereunder, notwithstanding anything in the offer, Franchisor shall be entitled to conduct due diligence of the scope customary for transactions of the type proposed in the offer for a period of not less than sixty (60) days, commencing upon the date of Franchisor's notice to the seller of Franchisor's election to purchase pursuant to this section. Further, in the event Franchisor elects to exercise its option hereunder, the offer shall not contain any provision or condition, the effect of which would be to increase the cost to, or otherwise change the economic terms imposed on Franchisor, as a result of the substitution of Franchisor for the prospective purchaser, or as a result of compliance with the procedures set forth herein with respect to Franchisor's right of first refusal. In the event that Franchisor elects to exercise its option hereunder, the closing of such purchase must occur within the later of: (i) sixty (60) days from the date of notice to the seller of the election to purchase by Franchisor, (ii) such period as may have been provided in the offer or (iii) such period as may be necessary to conduct due diligence as provided herein. Any material change in the terms of any offer shall constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of the initial offer, and notice of any such material change shall be provided in writing by the seller promptly to Franchisor. Failure of Franchisor to exercise the option afforded by this Section 15.5 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 15, with respect to a proposed transfer. Seller shall not execute any contract or accept any offer to purchase any interest, unless the provisions of this Section 15.5 have been satisfied.

15.5.A. In the event the consideration, terms, and conditions offered by a third party are such that Franchisor may not reasonably be required to furnish the same consideration, terms, and conditions, then Franchisor may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the cash consideration, an independent appraiser shall be designated by Franchisee from a list of three independent appraisers selected by Franchisor, and that appraiser's determination shall be binding.

15.6. Security Interests. Franchisee shall neither grant nor permit the existence of any security interest in this Agreement, in the securities or other equity interests of any corporation, partnership or other business entity which is Franchisee (or which directly or indirectly controls Franchisee), or in any of the tangible assets material to the operation of the Restaurant, including, without limitation, the Premises, except with the prior written consent of the Franchisor. Franchisor may require (among other conditions) the right and option to be substituted as obligor to the secured party and to cure any default of Franchisee, except that any acceleration of indebtedness due to Franchisee's default shall be void. Franchisor may also require compliance with any policies, procedures or guidelines adopted and announced by Franchisor relative to such security interests. Franchisor reserves the right to review and approve the terms of any security agreement or other document granting a security interest in assets described in this Section 15.6, which approval shall be in writing.

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15.7. Offering Materials. All materials required by federal or state law for any direct or indirect offer or sale of securities of Franchisee shall be submitted to Franchisor for review and consent, prior to such materials being filed with any government agency; and any materials to be used in any exempt offering shall be submitted to Franchisor for review and consent prior to their use. No such materials shall imply (by use of the Proprietary Marks or otherwise) that Franchisor is participating as an underwriter, issuer, or offeror of Franchisee's or Franchisor's securities. Any review by Franchisor of the offering materials or the information included therein will be conducted solely for the benefit of the Franchisor to determine conformance with Franchisor's internal policies, and not to benefit or protect any other person. No investor should interpret such review by Franchisor as 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 as Franchisor may specify, including, but not limited to, legends and statements which disclaim Franchisor's liability for, or involvement in, the transaction described in the offering documents. Franchisee and the other participants in the offering must agree in writing to fully indemnify Franchisor in connection with the offering in the form prescribed by Franchisor. For each proposed offering, Franchisee shall pay Franchisor a non-refundable fee of Ten Thousand Dollars (\$10,000), or such greater amount as may be necessary to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering, including, without limitation, legal and accounting fees. Franchisee shall give Franchisor written notice at least sixty (60) days prior to the date of commencement of any offering covered by this Section 15.7. Any such offering shall be subject to Franchisor's right of first refusal, as set forth in Section 15.5 hereof and shall comply with the Franchisor's Transaction Policy and other written policies adopted and announced by Franchisor from time to time.

15.8. Contracts Related to the Franchised Business. Any lease, management agreement, or other agreement to which Franchisee will be a party which would have the effect of transferring any material asset, the effect of a sale/leaseback transaction in relation to the Restaurant, or control of all or any part of the operations of the Restaurant to any third party must first be approved by Franchisor in writing, which approval may be denied in Franchisor's reasonable discretion, including if such agreement is on terms materially different from those which would result from an arms-length negotiation or where fees payable are determined by Franchisor to be excessive. Any such agreement and any party who, as a result of such agreement, either directly or indirectly is involved in the ownership of the assets or in the operations of the Restaurant, must meet such standards and conditions as may have been established by Franchisor at the time Franchisor's consent is requested.

15.9. Bankruptcy Notice Provision. Without limiting any other provision of this Agreement, if Franchisee or any Owner files for protection under the U.S. Bankruptcy Code, as amended, and if, for any reason, this Agreement is not terminated pursuant to Section 16 and is to be assumed by, or assigned to, any person or entity who has made a *bona fide* offer to accept an assignment of this Agreement as contemplated by the United States Bankruptcy Code, then (i) such assumption and/or assignment must comply with Franchisor's rights under applicable law and the provisions of this Agreement (including, but not limited to, Section 15.4), and (ii) notice to Franchisor of such proposed assignment or assumption shall be required. Such notice shall be given to Franchisor within twenty (20) days after receipt by Franchisee of such proposed assignee's offer to accept assignment of the Franchisee's rights and obligations under this

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Agreement, and, in any event, at least ten (10) days prior to the date application is made to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption. Such notice shall include the following: (i) the name and address of the proposed assignee, (ii) all of the terms and conditions of the proposed assignment and assumption, and (iii) adequate assurance of future performance to be provided to Franchisor to assure the proposed assignee's future performance under this Agreement, including, without limitation, the assurance referred to in Section 365 of the Bankruptcy Code and the satisfaction of the preconditions to transfer set forth in Section 15.4. of this Agreement. Franchisor shall thereupon have (i) the absolute right to require any or all of the conditions of its consent in Section 15.4 and may otherwise withhold its consent as long as it does not do so unreasonably, and (ii) the prior right and option, provided under Section 15.5, to be exercised by notice given at any time prior to the effective date of such proposed assignment and assumption, to accept an assignment of this Agreement to Franchisor 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 or other expenses which may be saved by Franchisee, as a result of the exercise by Franchisor of the rights and options granted herein. Nothing in this Section 15.9 shall cause Franchisor to be liable for the payment of any brokerage commissions or other expenses as a result of the exercise of Franchisor's rights and options hereunder, without Franchisor's separate written consent.

15.9.A. For purposes of any assumption or assignment of this Agreement pursuant to U.S. Bankruptcy Code Section 365, “**adequate assurance of future performance**” as used in Section 15.9 shall mean that specific evidence shall be given to Franchisor that any proposed assignee of this Agreement can and will comply with all operational and other performance requirements, and with all conditions, obligations, duties, covenants, and requirements of a franchisee under (i) this Agreement, (ii) the standard form renewal franchise agreement then being offered to System franchisees, (iii) such other ancillary agreements as Franchisor may require, and (iv) any of Franchisor's policies describing franchisees' duties, obligations, conditions, covenants, or performance requirements. Additionally, adequate assurance of future performance shall mean that any proposed assignee shall meet Franchisor's then-current standards for transfers pursuant to Section 15.4 hereof.

15.10. Death or Incapacity. Upon the death or mental incapacity of any Franchisee or Owner, Franchisor agrees not to unreasonably withhold its consent to a transfer of the interest held by such person. The personal representative of such Franchisee or Owner shall have a reasonable time to dispose of such person's interest in the Franchised Business or in Franchisee subject to and in accordance with the provisions and conditions of this Section 15, specifically including the prior written consent of the Franchisor, and the right of first refusal set forth in Section 15.5. During this time period, Franchisee (or Franchisee's personal representative) shall at all times remain in compliance with Section 6.2 (regarding an approved Operator) and with all other terms and conditions of this Agreement.

15.11. Materiality. Franchisee acknowledges and agrees that each condition referenced in this Section 15 is necessary to assure compliance with the obligations hereunder by Franchisee or the Proposed Franchisee.



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15.12. Nonwaiver. Franchisor's consent to a transfer of interest shall not constitute a waiver of any claims Franchisor may have against any Franchisee or Owner, nor shall it be deemed a waiver of Franchisor's right to require exact compliance with any of the terms of this Agreement by the Proposed Franchisee.

### 16. DEFAULT AND TERMINATION

16.1. Franchisee shall be deemed to be in default under this Agreement, and all rights of Franchisee shall automatically terminate, without notice to Franchisee, upon the occurrence of any of the following events:

16.1.A. Franchisee or any Guarantor makes a general assignment for the benefit of creditors;

16.1.B. Franchisee or any Guarantor (i) causes, permits or acquiesces in an order for relief under the U.S. Bankruptcy Code entered with respect to Franchisee or any Guarantor; (ii) commence a voluntary case or proceeding under, the U.S. Bankruptcy Code (Title 11, United States Code) or any other applicable bankruptcy, insolvency, reorganization, receivership, arrangement or readjustment of debt or other similar law now or hereafter in effect; (iii) consents to the entry of an order for relief in an involuntary proceeding or to the conversion of an involuntary proceeding to a voluntary proceeding under any such law; (iv) consent to the appointment of, or the taking of possession by a receiver, trustee, or other custodian (as defined in the U.S. Bankruptcy Code) for all or a substantial part of its property or the property of the Franchised Business; or (v) adopts any resolution or otherwise authorize action to approve any of the foregoing through its Board of Directors or comparable governing body;

16.1.C. An involuntary petition is commenced against Franchisee or any Guarantor under the U.S. Bankruptcy Code or any other applicable bankruptcy, insolvency, reorganization, receivership, arrangement or readjustment of debt or other similar law now or hereafter in effect, which proceeding is not dismissed or vacated within sixty (60) days thereafter; a decree or order of a court having jurisdiction in the premises for appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over Franchisee, or any Guarantor is entered; or an interim receiver, trustee or other custodian of such Franchisee or any Guarantor or of all or a substantial part of the property of Franchisee or any Guarantor is appointed;

16.1.D. If Franchisee or any Guarantor is dissolved;

16.1.E. If execution is levied against any material asset of Franchisee's business or property, or the business or property of any Guarantor; or

16.1.F. If any real or personal property which comprises all or a material part of the Restaurant and/or the Premises shall be sold after levy thereupon by any sheriff, marshal, constable or other person so authorized under local, state or federal law.

16.2. Upon the occurrence of any of the following events, Franchisee shall be deemed to be in default and Franchisor may, at its option, terminate all rights of Franchisee hereunder,

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without affording Franchisee any opportunity to cure the default, effective immediately after five (5) days from the mailing of notice by Franchisor (except as otherwise specified below) or upon receipt of notice by Franchisee, whichever is earlier:

16.2.A. If Franchisee at any time ceases to operate or otherwise abandons the Restaurant, loses the right to possession of the Premises, 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 by an event such that repairs or reconstruction cannot be completed within ninety (90) days thereafter, then Franchisee shall have thirty (30) days after such event in which to apply for Franchisor's approval to relocate or reconstruct the Restaurant, which approval shall not be unreasonably withheld;

16.2.B. If Franchisee, any Guarantor, any Owner or the Operator is convicted of a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith or Franchisor's interest therein;

16.2.C. If an immediate threat or danger to public health or safety results from the construction, maintenance, or operation of the Restaurant, in which event the termination shall become effective immediately upon sending of notice by Franchisor;

16.2.D. If Franchisee or any Owner purports to transfer, pledge or encumber any rights or obligations under this Agreement, any direct or indirect interest in Franchisee, or any material asset of the Restaurant or the Premises without Franchisor's prior written consent, contrary to the terms of Section 15 of this Agreement;

16.2.E. If Franchisee fails to comply with the covenants in Section 18.2 hereof or fails to obtain execution of the covenants required under Section 18.5 hereof;

16.2.F. If, contrary to the terms of Sections 9 or 10 hereof, Franchisee discloses or divulges the contents of the Manual or other Confidential Information provided to Franchisee by Franchisor or its Affiliates;

16.2.G. If Franchisee knowingly maintains false books or records, or submits any false reports (including, but not limited to, information provided as part of Franchisee's application) to Franchisor;

16.2.H. If Franchisee repeatedly is in default under Section 16.3 hereof for failure to substantially comply with any of the requirements imposed by this Agreement, whether under the same or a different default and whether or not cured after notice, or if Franchisee commits the same default again within a six-month period of the previous default, whether or not cured after notice; or

16.2.I. If Franchisee or any Guarantor shall become insolvent or if suit to foreclose any lien or mortgage against any material asset comprising part of the Restaurant and/or the Premises is instituted and not dismissed within thirty (30) days.

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16.3. Except with respect to events of default described at Sections 16.1 and 16.2 of this Agreement, or any subsections thereof, the consequences of which are also described at Sections 16.1 and 16.2, upon any default by Franchisee which is described at this Section 16.3, Franchisor may, at its option, terminate all rights of Franchisee hereunder, by giving written notice of default to Franchisee stating the nature of such default at least thirty (30) days prior to the effective date of termination; provided, however, that Franchisee may avoid termination of Franchisee's rights hereunder by immediately initiating a remedy to cure such default and curing it to Franchisor's satisfaction within the thirty-day period (or within such shorter time period as Franchisor may reasonably specify), and by promptly providing proof thereof to Franchisor. If any such default is not cured within the specified time, or such longer period as applicable law may require, at the option of Franchisor, Franchisee's rights under this Agreement shall terminate without further notice to Franchisee, effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require. Except as provided in Sections 16.1 and 16.2 hereof, defaults which result in termination of Franchisee's rights under this Agreement only after the expiration of the cure periods as set forth in this Section 16.3 include, but are not limited to, the following:

16.3.A. If Franchisee fails to comply with any of the requirements imposed by or pursuant to this Agreement (such as the Manual or other policies, procedures or guidelines of Franchisor) or any other agreement with Franchisor or its Affiliates related to the Franchised Business or fails to carry out the terms of this Agreement in good faith, or if any Guarantor fails to comply with any of the requirements imposed by or pursuant to the Guaranty;

16.3.B. If Franchisee fails, refuses, or neglects to promptly pay any monies owing to Franchisor or its Affiliates when due, or to submit the financial or other information required by Franchisor under this Agreement;

16.3.C. Except as provided in Section 16.2.C hereof, if Franchisee fails to maintain or observe any of the standards or procedures prescribed by Franchisor (i) in this Agreement or any other agreement with Franchisor or its other Affiliates, (ii) in the Manual, (iii) pursuant to Franchisor's Transaction Policy or any of Franchisor's other policies, procedures or guidelines whether or not written, which describe Franchisee's duties, obligations, conditions, covenants, or performance requirements, or (iv) in other written documentation, including, without limitation, the requirements and specifications concerning the (a) quality, services, and cleanliness of the Restaurant; (b) the Products and Services sold or provided at the Restaurant, or used in the operation of the Restaurant; and (c) any other operational and other performance requirements;

16.3.D. Except as provided in Section 16.2.D hereof, if Franchisee fails, refuses, or neglects to obtain Franchisor's prior written approval or consent as required by this Agreement;

16.3.E. If Franchisee misuses or makes any unauthorized use of the Proprietary Marks or otherwise materially impairs the goodwill associated therewith or Franchisor's rights therein;

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16.3.F. If Franchisee fails to construct and open the Restaurant within the time limits, and according to the requirements, as provided in Section 3 of this Agreement;

16.3.G. If Franchisee or the Operator fails to complete, to Franchisor's satisfaction, the initial or any subsequent training program, as provided in Section 3.1. of this Agreement;

16.3.H. If Franchisee engages in any business or markets any service or product under a name or mark which, in Franchisor's opinion, is confusingly similar to the Proprietary Marks;

16.3.I. If Franchisee fails to implement or adhere to new or changed System requirements, fails to implement, offer, or use new Products and Services as may be specified by Franchisor, or fails to undertake such actions as are necessary to implement such new or changed System requirements;

16.3.J. If an approved transfer of an interest in Franchisee is not effected by Franchisee within a reasonable time, as required by Section 15 hereof; or

16.3.K. If a final material judgment against Franchisee or any Guarantor remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed).

### 17. OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon expiration of this Agreement or upon termination of Franchisee's rights hereunder, all rights granted hereunder to Franchisee shall forthwith terminate, and:

17.1. 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 Franchisor;

17.2. Franchisee shall immediately and permanently cease to use, in any manner whatsoever, any confidential methods, procedures and techniques associated with the System, the Proprietary Marks, including "WENDY'S" and "WENDY'S OLD FASHIONED HAMBURGERS," and all other Proprietary Marks and distinctive forms, slogans, signs, symbols, and devices associated with the System. In particular, Franchisee shall cease to use, without limitation, all signs, advertising materials, displays, stationery, forms, and any other articles which display the Proprietary Marks;

17.3. Franchisee shall take such action as may be necessary to cancel any of its assumed names or equivalent registrations which contain the Proprietary Marks "WENDY'S" and "WENDY'S OLD FASHIONED HAMBURGERS" or any other service mark or trademark of Franchisor, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within five (5) days after expiration of this Agreement, or termination of Franchisee's rights hereunder;

17.4. Franchisee shall, at Franchisor's option, assign to Franchisor any interest which Franchisee has in any lease or sublease for the Restaurant or the Premises at fair market value (if

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the lease or sublease has a positive market value as further described in Section 17.4.B). In the event Franchisee owns the fee interest in the Restaurant or Premises, Franchisor shall also have the option to purchase Franchisee's fee interest in such Restaurant and/or Premises at fair market value. Franchisee shall immediately upon expiration or termination provide Franchisor with such information as may be necessary to enable Franchisor to evaluate such option. The terms of such option(s) shall be as follows:

17.4.A. Franchisor shall provide Franchisee notice of its preliminary interest in exercising any of such options within thirty (30) days after expiration of this Agreement or termination of Franchisee's rights hereunder. Within sixty (60) days after the date of such notice, Franchisor and Franchisee shall each select one (1) appraiser and notify the other party of its designee. Each appraiser selected by the parties shall be instructed to meet with the other within thirty (30) days after selection for the purpose of selecting a third appraiser to serve with them. If the two (2) appraisers cannot agree on the selection of the third appraiser within forty-five (45) days after the selection of the last of them, then the president or chairman of the board of realtors of the county in which the Restaurant is located shall be requested to select the third appraiser. Each appraiser selected as described above must have received the M.A.I. designation and must be actively engaged in appraisal work in the county in which the Restaurant is located. The three (3) M.A.I. appraisers shall determine the "fair market value" of the lease, sublease, Restaurant or Premises and notify both the Franchisor and the Franchisee of the "fair market value" determined by them. If the three (3) appraisers cannot collectively agree on the "fair market value" of the lease, sublease, Restaurant or Premises, then the average of the two (2) closest of the three (3) values established by the three (3) appraisers shall be deemed the "fair market value";

17.4.B. For the purposes of this section, "**fair market value**" shall have the meaning customarily used by M.A.I. appraisers. In the case of a lease or sublease, however, the "fair market value" shall be equal to the amount by which the value of the lease or sublease (due to favorable rent structure or the location of the Premises) exceeds the value of other average, comparable leases or subleases for comparable premises in the immediate vicinity of the Restaurant;

17.4.C. If after the determination of "fair market value" as provided herein Franchisor wishes to actually exercise any of its options herein provided, Franchisor shall provide Franchisee notice of its intent to exercise such option(s) within thirty (30) days after the determination of "fair market value," and each party shall bear one half (1/2) of the cost of the appraisals. If Franchisor elects to exercise any option herein provided, it shall have the right to set off all amounts due from Franchisee, and one-half (1/2) of the cost of the appraisals, against any payment therefor. If Franchisor elects not to exercise its option as herein provided, Franchisor shall bear the cost of all of the appraisals; and

17.4.D. The closing of any assignment or purchase pursuant to this Section 17.4 shall take place no later than sixty (60) days after the determination of the "fair market value" as provided above. The interest assigned to or purchased by Franchisor must be free and clear of all liens, conditions and restrictions, and must be conveyed by documents reasonably satisfactory to Franchisor;

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17.5. In the event Franchisor does not elect to exercise its option to acquire the lease or sublease for the Restaurant and the Premises, or purchase the Premises, as provided for in Section 17.4, Franchisee shall make such modifications or alterations to the Premises operated hereunder (including, without limitation, the changing of the telephone number) immediately upon expiration of this Agreement or termination of Franchisee's rights hereunder as may be necessary to distinguish the appearance of said Premises from that of other restaurants under the System, and shall make such specific additional changes thereto as Franchisor may reasonably request for that purpose. In the event Franchisee fails or refuses to comply with the requirements of this Section 17, Franchisor shall have the right to enter upon the Premises, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee agrees to pay upon demand;

17.6. Franchisee agrees, in the event it continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit, copy, or colorable imitation of the Proprietary Marks, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake, or deception, or which is likely to dilute Franchisor's rights in and to the Proprietary Marks, and further agrees not to utilize any designation, description or representation which falsely suggests or represents an association or connection with Franchisor;

17.7. Franchisee shall promptly pay all sums owing to Franchisor and its Affiliates. In the event of termination of Franchisee's rights hereunder for any default of Franchisee, such sums shall include all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of the default, which obligations shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by Franchisee and on the Premises at the time of default;

17.8. Franchisee shall pay Franchisor all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor in relationship to enforcement of any of the terms and conditions of this Agreement, including without limitation, Sections 15, 16, or 17.

17.9. Franchisee acknowledges and agrees that the premature termination of this Agreement (unapproved by Franchisor), and subsequent failure to keep the Restaurant under continuous operation during the Term, will cause substantial damage to Franchisor. Franchisee agrees to pay the following **Continuous Operations Fee**, which Franchisee acknowledges is not a penalty, but represents a reasonable estimate of the minimum just and fair compensation for the damages Franchisor will suffer as a result of the unapproved early termination of this Agreement. Upon termination of this Agreement as a result of Franchisee's default, in addition to any other remedies available to Franchisor, Franchisee shall immediately pay Franchisor a Continuous Operations Fee calculated as follows: the sum of the average monthly royalty and the average Advertising Contribution due under this Agreement for the 12-month period prior to termination of this Agreement (or, the average monthly royalty and the average Advertising Contribution due under this Agreement since the Opening Date if the Restaurant has been operating for less than 12 months) multiplied by the lesser of (i) 36 or (ii) the number of months remaining on the Term of this Agreement.

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17.10. Franchisee shall immediately deliver to Franchisor any hard copies of the Manual, and all other manuals, records, policies, procedures, guidelines, documentation, correspondence, and instructions containing Confidential Information, all of which are acknowledged to be the property of Franchisor;

17.11. Franchisor shall have the option, to be exercised within thirty (30) days after termination of Franchisee's rights hereunder, to purchase from Franchisee any or all of the furnishings, equipment, signs, fixtures, supplies, the Computer and Point-of-Sale Systems or inventory of Franchisee related to the operation of the Franchised Business, at Franchisee's cost or fair market value, whichever is less. If the parties cannot agree on a fair market value within a reasonable time, an independent appraiser shall be designated by Franchisor, and the appraiser's determination shall be binding. If Franchisor elects to exercise any option to purchase herein provided, it shall have the right to set off all amounts due from Franchisee, and one-half (1/2) of the cost of the appraisal, if any, against any payment therefor; and

17.12. Franchisee shall comply with the covenants contained in Section 18 of this Agreement.

### 18. COVENANTS

18.1. Franchisee covenants that during the Term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee (or the approved Operator) shall devote full time and best efforts to the management and operation of the Restaurant.

18.2. Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable specialized training and Confidential Information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System. Franchisee covenants that, except as otherwise approved in writing by Franchisor, neither the Franchisee, nor any party controlling, controlled by or under common control with Franchisee, nor the Operator, nor any Owner, nor any Guarantor having a direct or indirect interest in or business association with Franchisee or the Restaurant shall, during the Term of this Agreement, either directly or indirectly, for themselves, or in conjunction with any person, persons, partnership, or corporation:

18.2.A. Divert or attempt to divert any business or customer of the Restaurant or of any restaurant under the System, to any Competing Business by direct or indirect inducement or otherwise, including by owning or investing in, making loans to, operating, engaging in, being employed by or having any interest in, or being connected in any manner, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System. Competing Business is defined as any business or commercial activity (other than the ownership or operation of a System restaurant) that derives (or, in the case of a newly-established business or activity, could reasonably be expected to derive) fifteen percent (15%) or more of its gross revenues in any month from the sale, individually or in the aggregate, of any of the principal or signature food products or menu offerings that now or at any time hereafter are authorized for sale at System restaurants (including hamburgers, chicken sandwiches, flatbreads, wraps, frozen desserts and salads, but

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excluding branded bottled or fountain-dispensed beverage products fabricated and furnished by third parties), or any similar or related products or menu offerings, whether such business or activity is a restaurant, catering service, snack bar, concession, food court, dark kitchen or delivery-only location, or any other concern that offers food and/or beverage items at retail. Illustrative examples of businesses that would currently constitute a Competing Business for purposes of this Agreement would include, among others, Arby's, Burger King, BurgerFi, Carl's Jr., Checkers, Chick-fil-A, Church's Chicken, Culver's, Dairy Queen, Five Guys Burgers and Fries, The Habit Burger Grill, Hardee's, In-N-Out Burger, Jack-in-the-Box, Kentucky Fried Chicken (KFC), McDonald's, Panera Bread, Popeyes, Raising Cane's, Rally's, Shake Shack, Smashburger, Sonic, Steak 'n Shake, Whataburger, White Castle, and Zaxby's;

18.2.B. Own, maintain, advise, help, invest in, make loans to, operate, engage in, be employed by, have any interest in, participate in any capacity in, or be connected in any manner (by franchising or otherwise) with, any quick-service restaurant located within the Designated Market Area of the Restaurant, as defined by the Nielsen Ratings Service, or in the event that the Nielsen Ratings Service is no longer in the business of rating viewership of television advertising or otherwise materially alters its determination of Designated Market Area, then such comparable market area as defined by a replacement ratings service selected by Franchisor ("**DMA**").

18.3. Franchisee covenants that, except as otherwise approved in writing by Franchisor, neither Franchisee, nor any party controlling, controlled by or under common control with Franchisee, nor the Operator, nor any Owner, nor any Guarantor having a direct or indirect interest in or business association with Franchisee or the Restaurant shall, for a continuous uninterrupted period commencing upon the expiration or termination of this Agreement, regardless of the cause for termination, and continuing for two (2) years thereafter, either directly or indirectly, for themselves or in conjunction with any persons, partnership, or corporation, own, maintain, advise, help, invest in, make loans to, operate, engage in, be employed by, have any interest in, participate in any capacity in, or be connected in any manner (by franchising or otherwise) with, any Competing Business located within the DMA in which the Restaurant was located or within three (3) miles of any System Restaurant.

18.4. Sections 18.2.B and 18.3 hereof shall not apply to ownership by Franchisee of less than two percent (2%) beneficial interest in the outstanding equity securities of any publicly-held corporation. The term "publicly-held corporation" as used in this Agreement means a corporation with securities registered under the Securities Exchange Act of 1934.

18.5. Franchisee agrees to take all reasonable steps and to use its best efforts to ensure that no person directly or indirectly involved in the operation, management or ownership of the Restaurant shall violate this Section 18. In addition, Franchisor may direct that Franchisee require and obtain execution of covenants similar to those set forth in this Section 18 (including covenants applicable upon the termination of a person's relationship with Franchisee) from any or all persons directly or indirectly involved in the operation, management or ownership of the Restaurant, and from any person described or identified in the second sentence of Section 18.2 of this Agreement. Every covenant required by this Section 18.5 shall be in a form satisfactory to Franchisor, including, without limitation, specific identification of Franchisor as a third-party



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beneficiary of such covenants with the independent right to enforce them. Failure by Franchisee to obtain execution of a covenant required by this Section 18.5 shall constitute a default under Section 16.2.E. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 18 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Franchisee expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 18.

18.6. Franchisee understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 18.2 and 18.3 in this Agreement, or any portion thereof, 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 25 hereof.

18.7. Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section 18. Franchisee agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor in connection with the enforcement of this Section 18.

18.8. Franchisee acknowledges that Franchisee's violation of the terms of this Section 18 would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Franchisee accordingly consents to the issuance of an injunction prohibiting any conduct by Franchisee in violation of the terms of this Section 18.

### 19. CORPORATE AND PARTNERSHIP FRANCHISEES

19.1. A Franchisee or Owner which is a corporation shall comply with the following requirements throughout the Term of this Agreement unless otherwise approved in writing by Franchisor:

19.1.A. Franchisee's charter shall at all times provide that its activities are confined exclusively to operating Wendy's Branded Restaurants;

19.1.B. Franchisee shall promptly furnish to Franchisor copies of Franchisee's Articles of Incorporation and Bylaws (or comparable governing documents), any other documents Franchisor may reasonably request, and any and all amendments thereto, including the resolution of the Board of Directors authorizing entry into this Agreement;

19.1.C. Exhibit A shall at all times contain the names and show the direct or indirect interest of each Owner in the Franchisee throughout the Term of this Agreement. Each Owner at the time of execution of this Agreement shall have executed an agreement to be bound by the provisions of Section 9, Section 13 and Section 18 and each new Owner shall execute such an agreement;

## **EXHIBIT B**

19.1.D. Franchisee shall maintain stop-transfer instructions against the transfer on its records of any equity securities; and shall not issue any securities which do not include on their face, in a legible and conspicuous manner, the following printed legend (with conforming changes to reflect state law):

The transfer of ownership of shares represented by this Certificate is subject to the terms and conditions of a Franchise Agreement with Quality Is Our Recipe, LLC. Reference is made to the provisions of such Franchise Agreement and to the Articles of Incorporation and Bylaws of this Corporation.

19.1.E. The requirements of Section 19.1.D shall not apply to a publicly-held corporation. If Franchisee is a corporation with securities registered under the Securities Exchange Act of 1934, Franchisee shall furnish to Franchisor copies of all communications sent to the Owners of Franchisee.

19.2. A Franchisee or Owner which is a partnership or other business entity shall comply with the following requirements throughout the Term of this Agreement unless otherwise approved in writing by Franchisor:

19.2.A. Franchisee's partnership agreement or other governing agreement shall at all times provide that its activities are confined exclusively to operating Wendy's Branded Restaurants;

19.2.B. Franchisee shall promptly furnish to Franchisor its partnership agreement or other governing agreement and any other documents which Franchisor may reasonably request and any and all amendments thereto;

19.2.C. Exhibit A shall at all times contain the names and show the direct or indirect interest of each Owner throughout the Term of this Agreement. Each Owner at the time of execution of this Agreement shall have executed an agreement to be bound by the provisions of Section 9, Section 13 and Section 18 and each new Owner shall also execute such an agreement;

19.2.D. The partnership agreement or other governing agreement shall contain a restriction on the transfer of any ownership interest without the prior written consent of Franchisor and waiver of its right of first refusal; and

19.2.E. The requirements of Section 19.2.D shall not apply to a publicly-held partnership or other business entity. If Franchisee is a partnership or other business entity with securities registered under the Securities Exchange Act of 1934, Franchisee shall furnish to Franchisor copies of all communications sent to the Owners of Franchisee.

## 20. TAXES AND COMPLIANCE WITH LAWS

20.1. Franchisee shall promptly pay when due all taxes levied or assessed, including, without limitation, unemployment and sales taxes, and all accounts and other indebtedness of every kind incurred by Franchisee in operating the Restaurant. Franchisee shall pay Franchisor an amount equal to any sales tax, gross receipts tax, or similar tax (other than income tax)

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imposed on Franchisor with respect to any payments to Franchisor, its Affiliates or WNAP required under this Agreement, unless such tax is credited against income tax otherwise payable by Franchisor, its Affiliates or WNAP.

20.2. 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 procedures of the taxing authority or applicable law; however, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the Premises, or any improvements thereon.

20.3. Franchisee shall comply with all federal, state, and local laws, rules, and regulations, including those related to health, safety and sanitation, construction, building, public accommodation and fire codes, the environment, employment and immigration, menu items, product labeling and nutritional information, privacy and data security, and any requirements imposed by Franchisee's insurers, and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Restaurant, the Premises, and/or any element of the operation of the Franchised Business, including, without limitation, licenses to do business, health certificates, fictitious name registrations, sales tax permits, and fire clearances.

20.4. Franchisee agrees to operate the Franchised Business and the Restaurant in compliance with all applicable legislation, laws, regulations, rules, ordinances, administrative orders, decrees and policies of any court, arbiter, government, governmental agency, department, or similar organization that are in effect from time to time, including, without limitation, all anti-terrorism, economic sanctions, and anti-money laundering and narco-trafficking laws, regulations, orders, decrees and guidelines of the United States Department of the Treasury, Office of Foreign Assets Control (OFAC), the USA PATRIOT Act (Title III of Pub. L. 107-56, signed into law October 26, 2001), as amended, the International Traffic in Arms Regulations, Trading with the Enemy Act, as amended (as applicable), the U.S. Foreign Corrupt Practices Act, and any other enabling legislation or executive order relating to any of the foregoing. Franchisee immediately shall notify Franchisor in writing if a potential violation of any of the foregoing laws or regulations has occurred or is suspected to have occurred. Franchisee immediately shall provide Franchisor with copies of any communication to or from any such agency, government, or commission that relates to or affects this Agreement, the Restaurant, or the Proprietary Marks. Failure to comply with this provision shall constitute sufficient grounds for immediate termination of this Agreement.

20.5. Franchisee shall notify Franchisor in writing within five (5) days of the commencement of any action, suit, or proceeding, and of the issuance of any citation, 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.

### 21. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

21.1. It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, that Franchisee shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any

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purpose whatsoever. As an independent contractor, Franchisee shall be solely responsible for the hiring of employees and the working conditions of employees in the Restaurant, the payment of all business expenses and taxes and all purchasing decisions (subject to Franchisor's quality control standards and approval as set forth in this Agreement and the Manual). Neither Franchisee nor any of its employees or personnel whose compensation Franchisee pays may in any way, directly or indirectly, expressly or by implication, be construed to be Franchisor's employees or personnel for any purpose. Franchisor will not have the power to take any employment action or control the terms and conditions of employment of any of Franchisee's employees or personnel. Franchisee acknowledges and agrees, and will never contend otherwise, it alone will exercise day-to-day control over all operations of the Restaurant. Franchisee further acknowledges and agrees, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the System which Franchisee is required to comply with under this Agreement, whether set forth in the Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that Franchisor controls any aspect or element of the day-to-day operations of the Restaurant, but only constitute standards Franchisee must adhere to when exercising its control of the day-to-day operations of the Restaurant.

21.2. During the Term of this Agreement and any extensions hereof, Franchisee shall hold itself out to the public as an independent contractor operating the business pursuant to a franchise from Franchisor. Franchisee agrees to take such action as may be necessary to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place in the Restaurant, the content of which Franchisor reserves the right to specify.

21.3. It is understood and agreed that nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name; and that Franchisor shall in no event assume liability for, or be deemed liable as a result of, any such action; nor shall Franchisor be liable by reason of any act or omission of Franchisee in its operation of the Restaurant or for any claim or judgment arising therefrom against Franchisee or Franchisor.

21.4. Franchisee agrees that it will, at Franchisee's sole cost, at all times defend Franchisor, including Franchisor's Affiliates, successors, assigns and designees of each; and, the officers, directors, employees, agents, attorneys, owners, designees and representatives of all of the foregoing (Franchisor and all others referenced above collectively being the "**Wendy's Parties**"), and indemnify and hold harmless the Wendy's Parties to the fullest extent permitted by law, from all claims, losses, liabilities and costs incurred in connection with any action, suit, proceeding, claim, demand, investigation, assessment, or formal or informal inquiry (regardless if reduced to judgment) or any settlement of the foregoing, which arises, directly or indirectly, or is related in any way, to Franchisee's establishment, construction, opening and operation of the Restaurant or the Premises. The foregoing applies unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by the Wendy's Parties' gross negligence or willful misconduct in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction.

21.5. Franchisee agrees to give Franchisor written notice of any such action, suit, proceeding, claim, demand, inquiry or investigation that could be the basis for a claim for

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indemnification by any Wendy's Party within three days of Franchisee's actual or constructive knowledge of it. The Wendy's Parties shall have the right, in their sole discretion, and at Franchisee's expense and risk, to: (i) retain counsel of their own choosing to represent them with respect to any claim; and (ii) control the response thereto and the defense thereof, including the right to enter into settlements or take any other remedial, corrective, or other actions they deem appropriate. Franchisee agrees to give its full cooperation to the Wendy's Parties in assisting with the defense of any such claim. Franchisor's undertaking of defense and/or settlement will in no way diminish Franchisee's obligation to indemnify Franchisor and the other Wendy's Parties and to hold Franchisor and the Wendy's Parties harmless.

21.6. Under no circumstance will Franchisor or the other Wendy's Parties be required to seek recovery from any insurer or other third party or otherwise mitigate Franchisor's or the third parties' losses to maintain a claim for indemnification against Franchisee. Franchisee agrees that any failure to pursue recovery from third parties or mitigate loss will in no way reduce the amounts recoverable by Franchisor or the other Wendy's Parties from Franchisee. The indemnification obligations of this Section 21 will survive the expiration or sooner termination of this Agreement.

## 22. NON-BINDING MEDIATION

22.1. All controversies, disputes and claims between the Wendy's Parties or any of them, on the one hand, and Franchisee, its affiliates, subsidiaries, Guarantors, Owners, partners, officers, directors and agents, or any of them, on the other hand, arising out of or related to this Agreement, or the Restaurant shall be subject to non-binding mediation pursuant to the terms of this Section 22. Except as specified in Section 22.5, no litigation may be commenced between such parties prior to the mediation termination date, as defined in Section 22.4, on any claim which is subject to non-binding mediation hereunder, whether or not the mediation has been commenced. The commencement or pendency of litigation shall not stay non-binding mediation required hereunder, and non-binding mediation required hereunder shall not stay any litigation commenced in conformity with Section 22.5. Mediation under this Section 22 is not intended to alter or suspend the rights or obligations of the parties under this Agreement or to determine the validity or effect of any provision of this Agreement, but is intended to provide the parties with an opportunity to amicably and expeditiously resolve disputes in a cost-effective manner on mutually acceptable terms and conditions.

22.2. The non-binding mediation provided for hereunder shall be commenced by the party demanding mediation (the "**Complainant**") by giving written notice of the demand for mediation (the "**Demand**") to the party with whom mediation is sought (the "**Respondent**"). The Demand shall specify with reasonable particularity the matter or matters on which non-binding mediation is being sought. A copy of the Demand shall be given by the Complainant simultaneously to Franchisor if Franchisor is not a Complainant or a Respondent.

22.3. Non-binding mediation hereunder shall be conducted by a mediator or mediation program designated by Franchisor in writing (the "**Designation**"), or by such mediator as Complainant and Respondent may otherwise agree to. Franchisor shall send the Designation to Complainant and Respondent within a reasonable time after its receipt of the demand.

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22.4. Non-binding mediation hereunder shall be concluded within sixty (60) days of the giving of the demand or such longer period as may be mutually agreed to in writing by the parties to the mediation (the “**Mediation Termination Date**”). All aspects of the mediation process shall be treated as confidential, shall not be disclosed to others, and shall not be offered or admissible in any other proceeding or legal action whatever. Complainant and Respondent shall each bear its own costs of mediation, and each shall bear one-half (½) the cost of the mediator and mediation service.

22.5. If Franchisee is more than forty-five (45) days past due in any of its payments to any of the Wendy’s Parties, none of the Wendy’s Parties shall be required to seek or to participate in mediation of any matter or dispute under this Section 22 (although they reserve the right to require mediation), and any of the Wendy’s Parties shall be free to commence or to pursue litigation at any time. None of the Wendy’s Parties shall be required to seek or to participate in mediation of any matter or dispute relating to the indemnification or insurance provisions of this Agreement (although they reserve the right to require mediation). Nothing in this Section 22 shall prevent any party from instituting or pursuing litigation (including, without limitation, seeking injunctive relief) at any time to preserve the status quo, protect the Proprietary Marks, protect the health or safety of the public, or avoid irreparable harm.

### 23. APPROVALS AND WAIVERS

23.1. Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor therefor, and such approval or consent must be obtained in writing.

23.2. Franchisor 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.

23.3. No delay, waiver, omission, or forbearance on the part of Franchisor to exercise any right, option, duty, or power arising out of any breach or default by Franchisee under any of the terms, provisions, covenants, or conditions hereof, shall constitute a waiver by Franchisor to enforce any such right, option, duty, or power as against Franchisee, or as to subsequent breach or default by Franchisee. Subsequent acceptance by Franchisor of any payments due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, provisions, covenants, or conditions of this Agreement.

### 24. NOTICES

Unless otherwise specified herein, all written notices required under this Agreement shall be personally delivered, sent by certified, registered mail, or by other means, including any recognized overnight delivery service, which affords the sender evidence of delivery or of attempted delivery, to the respective parties at the following addresses unless and until a different address has been designated by either a written notice to the other party, or by means of Franchisor’s designated electronic system identified by Franchisor to effectuate the change of Franchisee’s notice address:

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Notices to Franchisor:

Quality Is Our Recipe, LLC  
4288 West Dublin-Granville Road  
Dublin, OH 43017  
Attention: Franchise Legal Department

Notices to Franchisee:

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

Any notice by a means which affords the sender evidence of delivery, or attempted delivery, shall be deemed to have been given at the date and time of mailing or sending of such notice.

25. ENTIRE AGREEMENT

This Agreement and the documents referred to herein (including, without limitation, the Manual) constitute the entire, full, and complete Agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersede all prior agreements, no other representations having induced Franchisee to execute this Agreement. Except for those permitted to be made unilaterally by Franchisor hereunder, 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. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require Franchisee to waive reliance on any representation made in Franchisor’s most recent disclosure document (including its exhibits and amendments) that Franchisor has delivered to Franchisee.

26. SEVERABILITY AND CONSTRUCTION

26.1. Except as expressly provided to the contrary herein, each portion, section, part, term, or provision of this Agreement shall be considered severable; and if, for any reason, any section, part, term, 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, or provisions of this Agreement 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, or provisions shall be deemed not to be a part of this Agreement.

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26.2. Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity other than Franchisee, Franchisor, Franchisor's Affiliates, Franchisor's officers, directors, and employees, and such of Franchisee's and Franchisor's respective successors and assigns as may be contemplated (and, as to Franchisee, permitted) by Section 15 hereof.

26.3. 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 of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

26.4. For purposes of this Agreement, an "**Affiliate**" of any party to this Agreement means any person, corporation, partnership, or other business entity that directly, or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such party, and, with respect to Franchisor, the term "**Affiliate**" shall also include, without limitation, WNAP, and any advertising cooperative operating under the System.

26.5. All captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

### 27. JOINT AND SEVERAL OBLIGATION

27.1. If more than one person or entity is a named Franchisee under this Agreement, such persons' liability under this Agreement shall be deemed to be joint and several and all references in this Agreement to "**Franchisee**" shall include all Franchisees individually and collectively.

27.2. Franchisor may require certain parties (the "**Guarantors**") to guarantee all obligations of Franchisee by executing a Guaranty in the form attached hereto as Exhibit B ("**Guaranty**"). In the event of the death of any Guarantor, Franchisor may require replacement guarantees sufficient to provide Franchisor with the same protection as it had under the original Guaranty.

### 28. FORCE MAJEURE

In the event that any party hereto (the "**Affected Party**") fails to perform any act required herein by direct reason of strike, lock-outs, inability to procure materials or services, failure of power, riots, insurrection, war or other reasons of a like nature not caused by the action or inaction of such party (a "**Force Majeure Event**"), then performance of such act shall be excused during the existence of the Force Majeure Event and the period for performance of any such act shall be extended for a period equivalent to the length of time in which the Force Majeure Event existed, up to a maximum of three (3) months; provided that, in each case, (a) the Force Majeure Event is not caused, whether in whole or in part, by any act, omission, negligence or default of the Affected Party, (b) the failure or inability to perform could not have been avoided by the exercise of reasonable diligence, and (c) the Affected Party uses good faith and diligent efforts to complete performance as soon as reasonably practicable after the Force



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Majeure Event no longer exists. The provisions of this Section 28 shall not operate to excuse the Franchisee from any indemnification obligations or the prompt payment of any fee or other payment, due to Franchisor and/or Franchisor's Affiliates, or as otherwise required pursuant to the provisions of this Agreement. For the avoidance of doubt, this provision shall not operate to excuse the Franchisee from the performance of any act required by this Agreement, which is not directly delayed or hindered by the Force Majeure Event.

### **29. APPLICABLE LAW**

29.1. This Agreement takes effect upon its acceptance and execution by Franchisor in Ohio, and shall be interpreted and construed under the laws of the State of Ohio. In the event of any conflict of law, the laws of Ohio shall prevail, without regard to, and without giving effect to, the application of Ohio conflict of law rules. If, however, any provision of this Agreement would not be enforceable under the laws of Ohio, and if the Restaurant is located outside of Ohio 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 29.1. is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of the State of Ohio or of any other state to which it would not otherwise be subject.

29.2. Section 22 of this Agreement provides for non-binding mediation of certain disputes between the parties hereto. Subject to Section 21, Franchisee and any Guarantor may pursue any claim they may assert against any of the Wendy's Parties in an individual action, which shall not be joined or combined in any manner with any action or claim of any other franchisee against any of the Wendy's Parties. Neither Franchisee nor any Guarantor will join together with any other franchisee of Franchisor in bringing any litigation against any of the Wendy's Parties; nor will Franchisee or any Guarantor maintain any claim against any of the Wendy's Parties in a class action, whether as a representative or as a member of a class or purported class; nor will Franchisee or any Guarantor seek to consolidate, or consent to the consolidation of, all or any part of any litigation by either of them against any of the Wendy's Parties with any other litigation against any of the Wendy's Parties. Any action brought by Franchisee or any Guarantor against any of the Wendy's Parties in any court, whether federal or state, shall be brought only within the state and judicial district in which Franchisor has its principal place of business. Any action brought by any of the Wendy's Parties against Franchisee or any Guarantor in any court, whether federal or state, may be brought within the state and judicial district in which Franchisor has its principal place of business. Franchisee and any Guarantor hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

29.3. No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement 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.

29.4. **FRANCHISOR, FRANCHISEE AND ANY GUARANTOR IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY FRANCHISOR AGAINST**

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FRANCHISEE OR GUARANTOR ON THE ONE HAND, OR BY FRANCHISEE OR GUARANTOR AGAINST ANY OF THE WENDY'S PARTIES ON THE OTHER HAND, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING. ANY AND ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE RELATIONSHIP OF FRANCHISEE AND FRANCHISOR, OR FRANCHISEE'S OPERATION OF THE RESTAURANT, BROUGHT BY FRANCHISOR AGAINST FRANCHISEE OR GUARANTOR ON THE ONE HAND, OR BY FRANCHISEE OR GUARANTOR AGAINST ANY OF THE WENDY'S PARTIES ON THE OTHER HAND, SHALL BE COMMENCED WITHIN TWO (2) YEARS FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM OR ACTION, OR SUCH CLAIM OR ACTION SHALL BE BARRED.

29.5. FRANCHISOR, FRANCHISEE, AND ANY GUARANTOR HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

29.6. Nothing herein contained shall bar Franchisor's right to seek or obtain injunctive relief against threatened conduct that will cause Franchisor, its Affiliates or any other Wendy's Party loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

### 30. ACKNOWLEDGMENTS

30.1. Franchisee acknowledges that it has conducted an independent investigation of the business franchised hereunder, and recognizes that the business venture contemplated by this Agreement involves business risks, and that its success will be largely dependent upon the ability of Franchisee and if a corporation, partnership, or other business entity, its Owners as independent business persons. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received, any warranty, guarantee or representation, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

30.2. All covenants, obligations, and agreements of Franchisee which by their terms or by reasonable implication are to be performed, in whole or in part, after the termination or expiration of this Agreement, including, but not limited to, those set forth in Section 21 (Independent Contractor and Indemnification), Section 10 (Confidential Information), and the covenants set forth in Section 18.3 (Covenants), shall survive such termination or expiration;

30.3. Franchisee acknowledges that it received the disclosure document required by the Trade Regulation Rule of the Federal Trade Commission entitled "Disclosure Requirements and Prohibitions Concerning Franchising," along with a copy of Franchisor's complete Unit Franchise Agreement, the Exhibit(s) thereto, and agreements relating thereto, if any, at least fourteen (14) calendar days (or such longer period as is required under state law) before signing this Agreement (or any agreements relating thereto) or before making any payments to Franchisor which are associated with the granting of the franchise rights as provided herein.

## **EXHIBIT B**

30.4. Franchisee acknowledges that it has read and understood this Agreement, the attachment(s) hereto, and agreements relating thereto, if any, and that Franchisor 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. Franchisor encourages Franchisee to obtain independent professional assistance (both legal and financial) in connection with its review of this Agreement.

30.5. This Agreement may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument. Electronic and facsimile signatures, including scanned signatures or the use of a key pad, mouse, or other device to select an item, button, icon or similar act/action, will be considered as binding and conclusive as if original; provided, however, that upon request of any other party hereto, the party so executing must use all commercially reasonable efforts to furnish to such other party a manually executed version of the Agreement at the earliest opportunity.

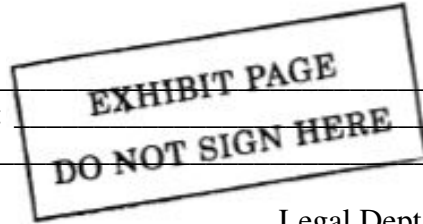
*[Signature pages follow]*

**EXHIBIT B**

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement which shall be effective on the date of Franchisor's execution as set forth above.

Franchisor  
**QUALITY IS OUR RECIPE, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



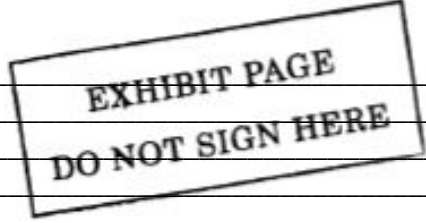
Legal Dept. \_\_\_\_\_

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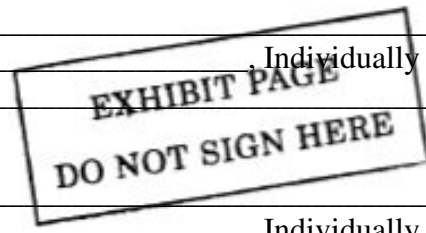
# EXHIBIT B

Franchisee

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



\_\_\_\_\_, Individually  
Date: \_\_\_\_\_



\_\_\_\_\_, Individually  
Date: \_\_\_\_\_

**EXHIBIT B**

**EXHIBIT A**  
**OWNERSHIP ACKNOWLEDGMENT**

Franchisee hereby acknowledges that a partnership, joint venture, corporation, limited liability company or other business entity (“**Business Association**”) is included as a Franchisee or Guarantor as defined in Franchisor’s Unit Franchise Agreement to which this Ownership Acknowledgment is attached. As a material part of Franchisor’s Unit Franchise Agreement, Franchisee hereby warrants, acknowledges and represents that the information set out below is complete and accurate, and Franchisee agrees that any change in the structure of the Business Association(s) shall be in accordance with the terms and conditions of the Franchisor’s Unit Franchise Agreement.

(A) The following list includes the names of each person who owns a voting or equity interest in \_\_\_\_\_ (a Franchisee or Guarantor), and the percentage of the total authorized shares or interest which each person owns in that Business Association, showing a total of 100%. If more than one Business Association is a Franchisee or Guarantor, the Supplemental Ownership Acknowledgment on the back of this page has been used to set out that ownership.

NAME	PERCENTAGE OF VOTING INTEREST OWNED	PERCENTAGE OF EQUITY INTEREST OWNED (If different from voting interest)

(B) If any of the owners of the Franchisee or Guarantor as listed in (A) above are also Business Associations, the following list includes the name of each person who owns a voting or equity interest in \_\_\_\_\_ (an owner of the Franchisee or Guarantor) and the percentage of the total authorized shares or interest which each person owns in that Business Association, showing a total of 100%. If more than one Business Association is an owner of the Franchisee or Guarantor, the Supplemental Ownership Acknowledgment on the back of this page has been used to set out that ownership.

NAME	PERCENTAGE OF VOTING INTEREST OWNED	PERCENTAGE OF EQUITY INTEREST OWNED (If different from voting interest)

FRANCHISEE

\_\_\_\_\_

**EXHIBIT PAGE  
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\_\_\_\_\_

**EXHIBIT B**

**EXHIBIT A**  
**SUPPLEMENTAL OWNERSHIP ACKNOWLEDGMENT**  
**FOR**

---

<b>A.</b> <b>NAME</b>	<b>PERCENTAGE OF VOTING INTEREST OWNED</b>	<b>PERCENTAGE OF EQUITY INTEREST OWNED (If different from voting interest)</b>

<b>B.</b> <b>NAME</b>	<b>PERCENTAGE OF VOTING INTEREST OWNED</b>	<b>PERCENTAGE OF EQUITY INTEREST OWNED (If different from voting interest)</b>

## **EXHIBIT B**

### **EXHIBIT B GUARANTY**

As an inducement for and in consideration of the granting of franchise and Licensed Rights for the Wendy's and Wendy's Old Fashioned Hamburgers Restaurant to be located at \_\_\_\_\_ (the "**Restaurant**") to \_\_\_\_\_ ( "**Franchisee**") pursuant to the terms and conditions of the \_\_\_\_\_ Franchise Agreement dated \_\_\_\_\_ (the "**Franchise Agreement**"), \_\_\_\_\_ (collectively, "**Guarantors**"), having a common mailing address of \_\_\_\_\_, hereby jointly and severally unconditionally guarantee all of the obligations, terms and conditions of the Franchise Agreement on behalf of Franchisee under the Franchise Agreement. Guarantors hereby further agree to pay all costs and expenses, including, without limitation, all court costs and reasonable attorneys fees and legal expenses, paid or incurred by Quality Is Our Recipe, LLC or its affiliates (collectively, "**Franchisor**") in endeavoring to enforce, or of prosecuting any action with respect to, any of the terms and conditions of the Franchise Agreement, any promissory note, agreement, document or instrument entered into by Franchisee and delivered to Franchisor, and pertaining to the Franchise Agreement as defined herein.

Guarantors hereunder are either financially interested in Franchisee or will receive other benefits as the result of the Guarantors' promise herein.

Guarantors agree that in the event of a breach of any promise or obligation under the Franchise Agreement by Franchisee, Guarantors shall perform as if Guarantors were personally and fully liable thereon. Such guarantee shall continue until and unless Franchisor has, in writing, specifically released Guarantors from such guarantee. In the event of the death, incapacity, bankruptcy, dissolution or insolvency of Guarantors, or any of them, or if Guarantors (or any of them) dispose of all or substantially all of their assets, then, in addition to any other rights and remedies, Franchisor reserves the right to require a replacement guarantor(s) (i) with a net worth comparable to the net worth of Guarantors on the date of execution of this Guaranty, (ii) who executes Franchisor's then-current Guaranty; and (iii) who is otherwise acceptable to Franchisor.

Guarantors independently agree to be bound by and comply with the provisions, covenants and requirements contained in Sections 10, 15, 16, 17, 18, 21, 22, 27, and 28 of the Franchise Agreement.

Except as otherwise provided herein, this Guaranty shall be a continuing, absolute and unconditional Guaranty, irrespective of (i) the absence of any attempt by Franchisor to enforce the provisions of the Franchise Agreement as to Franchisee, or (ii) any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor. The obligations of Guarantors hereunder are independent of the obligations of Franchisee under the Franchise Agreement, and separate action or actions may be brought and prosecuted against Guarantors, whether action is brought against Franchisee or whether Franchisee, its successors or assigns are joined in any such action or actions. Guarantors hereby waive any right to require



## EXHIBIT B

Franchisor to: (i) proceed against Franchisee, (ii) proceed against or exhaust any security from Franchisee, or (iii) pursue any remedy in Franchisor's power whatsoever.

Guarantors further agree that this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time the payment of Franchisee's obligations, or any part thereof, to Franchisor, or fulfillment of any other term or condition under the Franchise Agreement is rescinded or must otherwise be returned or undone by Franchisor upon the insolvency, bankruptcy or reorganization of Franchisee or otherwise, all as though such payment to Franchisor had not been made.

Franchisor is hereby authorized, without notice or demand and without affecting the liability of Guarantors hereunder, to, from time to time (i) change, modify or otherwise amend the provisions of the Franchise Agreement, (ii) change, modify or otherwise amend the terms of any promissory note, or other agreement, document or instrument pertaining to the Franchise Agreement and now or hereafter entered into by Franchisee and delivered to Franchisor, (iii) accept partial payment, or partial performance by Franchisee under the Franchise Agreement, or under any promissory note, other agreement, document or instrument pertaining to the Franchise Agreement and now or hereafter entered into by Franchisee and delivered to Franchisor, and (iv) settle, release, waive, compromise, extend, collect or otherwise liquidate part or all of the obligations due Franchisor under the Franchise Agreement or under any other agreement, document, promissory note or instrument pertaining thereto, all without affecting or impairing the obligations of Guarantors hereunder.

Guarantors agree that notice to the Franchisee will constitute notice to Guarantors.

Guarantors hereby waive any benefit of, and any right to participate in, any security or collateral given to Franchisor to secure payment of any obligations due Franchisor under the Franchise Agreement, or any other liability of Franchisee to Franchisor. Guarantors further agree that any and all claims of Guarantors against Franchisee, any indorser or any other guarantor of all or any part of any obligations under the Franchise Agreement, or against any of their respective properties, whether arising by reason of any payment by Guarantors to Franchisor pursuant to the provisions hereof, or otherwise, shall be subordinate and subject in right of payment to the prior payment, in full, of all obligations under the Franchise Agreement, all reasonable costs of collection (including reasonable attorneys' fees and legal expenses) and any other liabilities or obligations owing to Franchisor by Franchisee, which may arise either with respect to or on any note, instrument, document, item, agreement or other writing heretofore, now or hereafter delivered to Franchisor. Guarantors also waive all setoffs and counterclaims and all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty. Guarantors further waive all notices of the existence, creation or incurring of new or additional indebtedness, arising either from loans extended to Franchisee or otherwise, and also waives all notices that the obligations under the Franchise Agreement, or any portion thereof, and/or any interest on any instrument or document evidencing all or any part of any loan indebtedness is due, notices of any and all proceedings to collect from the makers, any indorser or any other guarantor of all or any part of any other indebtedness, or from anyone else, and, to the extent permitted by law, notices of exchange, sale, surrender or other handling of any security or collateral given to Franchisor to secure payment of the obligations under the Franchise Agreement, or any other indebtedness.

## EXHIBIT B

No delay on the part of Franchisor in the exercise of any right or remedy under the Franchise Agreement shall operate as a waiver thereof, and no single or partial exercise by Franchisor of any right or remedy under the Franchise Agreement shall preclude any further exercise thereof, nor shall any modification or waiver of any of the provisions of this Guaranty be binding upon Franchisor, except as expressly set forth in a writing duly signed and delivered on Franchisor's behalf by an authorized officer or agent of Franchisor. Franchisor's failure at any time or times hereafter to require strict performance by Franchisee, its successors and assigns, or Guarantors of any of the terms and conditions contained in the Franchise Agreement, any promissory note, security agreement, agreement, guaranty, instrument or document now or at any time or times hereafter executed by Franchisee and delivered to Franchisor relative to the Restaurant which is the subject of the Franchise Agreement as defined herein shall not waive, affect or diminish any right of Franchisor at any time or times hereafter to demand strict performance thereof and such right shall not be deemed to have been waived by any act or knowledge of Franchisor, its agents, officers or employees, unless such waiver is contained in an instrument in writing signed by an officer or agent of Franchisor and directed to Franchisee, specifying such waiver. No waiver by Franchisor of any default shall operate as a waiver of any other default or the same default on a future occasion, and no action by Franchisor permitted hereunder shall in any way affect or impair Franchisor's rights or the obligations of Guarantors under this Guaranty.

This Guaranty shall be binding upon Guarantors and upon the successors and assigns, heirs and legal representatives of Guarantors and shall inure to the benefit of Franchisor and its successors and assigns. All references herein to Franchisee shall be deemed to include its successors and assigns, including, without limitation, a receiver, trustee or debtor in possession of or for Franchisee.

If any of Guarantors are a corporation, partnership or other business entity (referred to in this paragraph as the "**Business Association Guarantors**"), such Guarantors represent that they have accurately completed the Ownership Acknowledgment attached as Exhibit A to Franchisor's Unit Franchise Agreement. The Business Association Guarantors also agree that without the prior written consent of Franchisor, there shall be no sale, resale, pledge, assignment, transfer or encumbrance of any voting stock of, or other ownership interest in, the Business Association Guarantors, which would, alone or together with other related, previous, simultaneous or proposed transfers, result in a change of "control" of the Business Association Guarantors within the meaning of the Securities Exchange Act of 1934 and the regulations thereunder. If the Business Association Guarantors request but Franchisor does not grant such consent, then the Business Association Guarantors may propose a replacement guarantor(s), which replacement guarantor(s) must (i) have a net worth comparable to the net worth of the Business Association Guarantors on the date of execution of this Guaranty, (ii) execute Franchisor's then-current Guaranty, and (iii) be otherwise acceptable to Franchisor.

This Guaranty has been delivered and accepted at and shall be deemed to have been made at Columbus, Ohio. This Guaranty shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the local laws of the State of Ohio. Guarantors consent to the personal jurisdiction of the courts of the State of Ohio and the federal courts located in Ohio so that Franchisor or its Affiliates may sue Guarantors in Ohio to enforce this Guaranty. The Guarantors agree not to claim that Ohio is an inconvenient place for trial. At

**EXHIBIT B**

Franchisor's option, the venue (location) of any suit to enforce this agreement may be in Franklin County, Ohio.

Wherever possible each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provisions shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty. All references to the singular shall be deemed to include the plural and all references to the plural shall be deemed to be singular where the context so requires.

This Guaranty may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument. Electronic and facsimile signatures, including scanned signatures or the use of a keypad, mouse, or other device to select an item, button, icon or similar act/action, will be considered as binding and conclusive as if original; provided, however, that upon request of Franchisor, Guarantors must use all commercially reasonable efforts to furnish to Franchisor a manually executed version of this Guaranty at the earliest opportunity.

IN WITNESS WHEREOF, this Guaranty has been duly executed by Guarantors as of \_\_\_\_\_.

GUARANTORS:

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

## EXHIBIT B

### OWNERSHIP ACKNOWLEDGMENT

Franchisee hereby acknowledges that a partnership, joint venture, corporation, limited liability company or other business entity (“**Business Association**”) is included as a Franchisee or Guarantor as defined in Franchisor’s Unit Franchise Agreement to which this Ownership Acknowledgment is attached. As a material part of Franchisor’s Unit Franchise Agreement, Franchisee hereby warrants, acknowledges and represents that the information set out below is complete and accurate, and Franchisee agrees that any change in the structure of the Business Association(s) shall be in accordance with the terms and conditions of the Franchisor’s Unit Franchise Agreement.

(A) The following list includes the names of each person who owns a voting or equity interest in \_\_\_\_\_ (a Franchisee or Guarantor), and the percentage of the total authorized shares or interest which each person owns in that Business Association, showing a total of 100%. If more than one Business Association is a Franchisee or Guarantor, the Supplemental Ownership Acknowledgment on the back of this page has been used to set out that ownership.

NAME	PERCENTAGE OF VOTING INTEREST OWNED	PERCENTAGE OF EQUITY INTEREST OWNED (If different from voting interest)

(B) If any of the owners of the Franchisee or Guarantor as listed in (A) above are also Business Associations, the following list includes the name of each person who owns a voting or equity interest in \_\_\_\_\_ (an owner of the Franchisee or Guarantor) and the percentage of the total authorized shares or interest which each person owns in that Business Association, showing a total of 100%. If more than one Business Association is an owner of the Franchisee or Guarantor, the Supplemental Ownership Acknowledgment on the back of this page has been used to set out that ownership.

NAME	PERCENTAGE OF VOTING INTEREST OWNED	PERCENTAGE OF EQUITY INTEREST OWNED (If different from voting interest)

FRANCHISEE

\_\_\_\_\_  
\_\_\_\_\_  
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## **EXHIBIT B**

### **ADDENDUM TO QUALITY IS OUR RECIPE, LLC'S FRANCHISE DISCLOSURE DOCUMENT AND UNIT FRANCHISE AGREEMENT FOR THE STATE OF ILLINOIS**

This Addendum to the Franchise Disclosure Document and the Unit Franchise Agreement is executed contemporaneously with the execution of the Unit Franchise Agreement for the Restaurant located at \_\_\_\_\_ between franchisor and franchisee as set forth below in order to amend and revise the Franchise Disclosure Document and the Unit Franchise Agreement as follows:

1. The Cover Page of the Franchise Disclosure Document, Item 17 and Paragraph 28.1 and 28.2 of the Unit Franchise Agreement are amended by the addition of the following language:

“This paragraph shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the Illinois Franchise Disclosure Law, including the right to submit matters to the jurisdiction of the courts of Illinois.” ILLINOIS (815 ILCS 705/19 and 20). Illinois law will apply to claims arising under the Illinois Franchise Disclosure Act.

2. Paragraph 28.4 of the Unit Franchise Agreement is amended by the addition of the following language:

“This paragraph shall not in any way abrogate or reduce any rights of the Franchisee as provided by the Illinois Franchise Disclosure Act, including the right to comply with the period of limitations included in Section 7 of the Act.

3. Nothing in this Agreement shall constitute a condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act of 1987 or any other Illinois law (as long as the jurisdictional requirements of that Illinois law are met).

4. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Unit Franchise Agreement, the terms of this Addendum shall govern.

**EXHIBIT B**

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms as of the date set forth below.

FRANCHISOR:  
**QUALITY IS OUR RECIPE, LLC**

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

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Legal Dept. \_\_\_\_\_

FRANCHISEE:

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

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## **EXHIBIT B**

### **ADDENDUM TO QUALITY IS OUR RECIPE'S FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF MARYLAND**

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document or Franchise Agreement and will apply to all franchises offered and sold under the laws of the State of Maryland:

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

1. The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
2. The laws of the State of Maryland may supersede the Unit Franchise Agreement, including the areas of termination and renewal of the Franchise.
3. A franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the Franchise.
4. The provision of the Unit Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

## **EXHIBIT B**

### **ADDENDUM TO QUALITY IS OUR RECIPE, LLC'S UNIT FRANCHISE AGREEMENT FOR THE STATE OF MARYLAND**

This Addendum to the Unit Franchise Agreement is executed contemporaneously with the execution of the Unit Franchise Agreement for the Restaurant located at \_\_\_\_\_ between franchisor and franchisee as set forth below in order to amend and revise the Unit Franchise Agreement as follows:

1. Sections 2.2(F) and 15.4(H) of the Unit Franchise Agreement, each of which require the execution of a General Release, are each amended to add the following language:  
  
“The release requirement of this Section is not intended to nor will it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. The release required under this Section will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.”
2. The laws of the State of Maryland may supersede the Unit Franchise Agreement, including the areas of termination and renewal of the Franchise.
3. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the Franchise.
4. The following sentence is added at the end of Section 25 of the Unit Franchise Agreement (“Entire Agreement”): “This Section is not intended to, nor will it, act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.”
5. Section 28.2 of the Unit Franchise Agreement (“Applicable Law”) requires venue to be limited to the jurisdiction where Franchisor has its principal place of business. This provision is deleted from all Unit Franchise Agreements for residents of the State of Maryland and/or franchises to be operated in the State of Maryland.
6. The following sentence is added at the end of Section 28.5 of the Unit Franchise Agreement (“Applicable Law”): “This waiver is not intended to act nor will it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.”
7. All representations requiring you to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.



**EXHIBIT B**

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms as of the date set forth below.

FRANCHISOR:  
**QUALITY IS OUR RECIPE, LLC**

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

Legal Dept. \_\_\_\_\_

FRANCHISEE:

\_\_\_\_\_

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

## EXHIBIT B

### ADDENDUM TO QUALITY IS OUR RECIPE, LLC'S FRANCHISE DISCLOSURE DOCUMENT FOR THE 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 thirty (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 five (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 six (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.

## **EXHIBIT B**

- (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
- (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
- (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchisee for the market or appraised value of such assets if the franchisee has breached the lawful provision of the franchise agreement and has failed to cure the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).
- (i) A provision which permits the franchisor to directly or indirectly convey, assign or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS DISCLOSURE DOCUMENT ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this offering should be directed to The Department of Attorney General, Economic Crime Division, 6520 Mercantile Way, Suite 3, Lansing, Michigan 48913, (517) 373-3800.

## EXHIBIT B

### ADDENDUM TO QUALITY IS OUR RECIPE, LLC'S UNIT FRANCHISE AGREEMENT FOR THE STATE OF MINNESOTA

This Addendum to the Unit Franchise Agreement is executed contemporaneously with the execution of the Unit Franchise Agreement for the Restaurant located at \_\_\_\_\_ between Franchisor and Franchisee as set forth below in order to amend and revise the Unit Franchise Agreement as follows:

1. Item 15 of the Franchise Disclosure Document and Paragraph 8.3.B of the Unit Franchise Agreement is amended by the addition of the following language:  
“Provided Franchisee has used the Proprietary Marks in accordance with this Agreement, Franchisor will protect the Franchisee’s right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the Franchisee from any loss, cost or expense arising out of any claim, suit or demand regarding the use of the name.”
2. Item 19 of the Franchise Disclosure Document and Paragraph 16.3 of the Unit Franchise Agreement is amended by the addition of the following language:  
“Minnesota law provides Franchisees with certain termination and non-renewal rights. Minn. Stat. Sec 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that a Franchisee be given ninety (90) days notice of termination [with sixty (60) days to cure] and one hundred eighty (180) days notice for non-renewal of this Agreement.”
3. Section 28 of the Unit Franchise Agreement is amended by the addition of the following language:  
“Pursuant to Minnesota Statute Section 80C.21, this section shall not in any way abrogate or reduce any rights of the Franchisee as provided for in Minnesota statutes 1984, Chapter 80C, including the right to submit matters to the jurisdiction of the courts of Minnesota.”
4. Item 17 of the Franchise Disclosure Document and Sections 25 and 28 of the Unit Franchise Agreement are amended by the addition of the following language:  
Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.440(j) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of the franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
5. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Unit Franchise Agreement, the terms of this Addendum shall govern.

**EXHIBIT B**

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms as of the date of the Unit Franchise Agreement.

FRANCHISOR:  
**QUALITY IS OUR RECIPE, LLC**

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

Legal Dept. \_\_\_\_\_

FRANCHISEE:

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



## **EXHIBIT B**

### **ADDENDUM TO QUALITY IS OUR RECIPE'S FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF NORTH DAKOTA**

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document or Unit Franchise Agreement and will apply to all franchises offered and sold under the laws of the State of North Dakota:

1. The laws of the State of North Dakota supersede any provisions of the Unit Franchise Agreement or Ohio law if such provisions are in conflict with North Dakota law. The Unit Franchise Agreement will be governed by North Dakota law, rather than Ohio law, as stated in Section 28.1 of the Unit Franchise Agreement.
2. Any provision in the Unit Franchise Agreement which designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from Unit Franchise Agreements issued in the State of North Dakota. The site of any arbitration will be agreeable to all parties.
3. No release language set forth in the Unit Franchise Agreement shall relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of North Dakota.
4. Covenants restricting competition in the State of North Dakota may be subject to Section 9-08-06 of the North Dakota Century Code.
5. Any provision in the Unit Franchise Agreement which requires the Franchisee to waive its right to a trial by jury is deleted from the Unit Franchise Agreement.
6. Any provision in the Unit Franchise Agreement which requires the Franchisee to consent to liquidated damages is deleted from the Unit Franchise Agreement.
7. Any provision in the Unit Franchise Agreement which requires the Franchisee to consent to a waiver of exemplary and punitive damages is deleted from the Unit Franchise Agreement.
8. Any provision in the Unit Franchise Agreement which requires the Franchisee to consent to a limitation of claims is deleted from the Unit Franchise Agreement. The statute of limitations under the laws concerning franchising of the State of North Dakota will apply.

## **EXHIBIT B**

### **ADDENDUM TO QUALITY IS OUR RECIPE, LLC'S UNIT FRANCHISE AGREEMENT FOR THE STATE OF NORTH DAKOTA**

This Addendum to the Unit Franchise Agreement is executed contemporaneously with the execution of the Unit Franchise Agreement for the Restaurant located at \_\_\_\_\_ between franchisor and franchisee as set forth below in order to amend and revise the Unit Franchise Agreement as follows:

1. The laws of the State of North Dakota supersede any provisions of the Unit Franchise Agreement or Ohio law if such provisions are in conflict with North Dakota law. The Unit Franchise Agreement will be governed by North Dakota law, rather than Ohio law, as stated in Section 28.1 of the Unit Franchise Agreement.
2. Any provision in the Unit Franchise Agreement which designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from Unit Franchise Agreements issued in the State of North Dakota. The site of any arbitration will be agreeable to all parties.
3. No release language set forth in the Unit Franchise Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of North Dakota.
4. Covenants restricting competition in the State of North Dakota may be subject to Section 9-08-06 of the North Dakota Century Code.
5. Any provision in the Unit Franchise Agreement which requires the Franchisee to waive its right to a trial by jury is deleted from the Unit Franchise Agreement.
6. Any provision in the Unit Franchise Agreement which requires the Franchisee to consent to liquidated damages is deleted from the Unit Franchise Agreement.
7. Any provision in the Unit Franchise Agreement which requires the Franchisee to consent to a waiver of exemplary and punitive damages is deleted from the Unit Franchise Agreement.
8. Any provision in the Unit Franchise Agreement which requires the Franchisee to consent to a limitation of claims is deleted from the Unit Franchise Agreement. The statute of limitations under the laws concerning franchising of the State of North Dakota will apply.

## EXHIBIT B

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms as of the date set forth below.

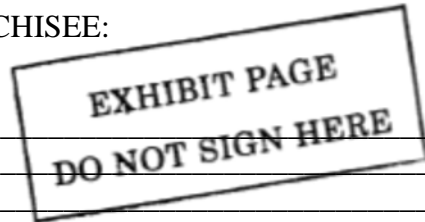
FRANCHISOR:  
**QUALITY IS OUR RECIPE, LLC**

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

Legal Dept. \_\_\_\_\_

FRANCHISEE:

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





## **EXHIBIT B**

### **ADDENDUM TO QUALITY IS OUR RECIPE, LLC'S FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF RHODE ISLAND**

This Addendum to the Franchise Disclosure Document is set forth below in order to amend and revise the Franchise Disclosure Document as follows:

1. The Cover Page of the Franchise Disclosure Document is amended by the addition of the following language:

“EVEN THOUGH THE FRANCHISE AGREEMENT PROVIDES THAT “HOME STATE” LAW APPLIES, LOCAL LAW MAY SUPERSEDE IT IN YOUR STATE. PLEASE REFER TO ANY STATE’S SPECIFIC ADDENDUM THAT MAY BE ATTACHED TO THE FRANCHISE DISCLOSURE DOCUMENT FOR DETAILS.”

2. Item 17 of the Franchise Disclosure Document is amended to include the following language:

“A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

**ADDENDUM TO UNIT FRANCHISE AGREEMENT  
FOR THE STATE OF VIRGINIA**

This Addendum to Unit Franchise Agreement is executed contemporaneously with the execution of the Unit Franchise Agreement for the Restaurant located at \_\_\_\_\_, between franchisor and franchisee as set forth below in order to amend and revise the Unit Franchise Agreement as follows:

1. Item 17 of the Franchise Disclosure Document and Paragraphs 28.1 and 28.2 of Unit Franchise Agreement are amended by the addition of the following language:

“This paragraph shall not in any way abrogate or reduce any rights of the franchisee as provided for in Virginia Franchise Disclosure Law, including the right to submit matters to the jurisdiction of the courts of Virginia.” Virginia Code (13.1557-574)

2. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Unit Franchise Agreement, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms as of the date set forth below.

**FRANCHISOR:  
QUALITY IS OUR RECIPE, LLC**

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

Legal Dept. \_\_\_\_\_

**FRANCHISEE:**

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

**EXHIBIT PAGE  
DO NOT SIGN HERE**

## EXHIBIT B

### RIDER TO QUALITY IS OUR RECIPE, LLC'S FRANCHISE AGREEMENT FOR USE IN WASHINGTON

This Rider is being entered into as of \_\_\_\_\_, 20\_\_\_\_. The parties to this Rider are \_\_\_\_\_ (“you”) and Quality Is Our Recipe, LLC (“Franchisor”).

1. Background. Franchisor and you are parties to that certain \_\_\_\_\_ Franchise Agreement dated \_\_\_\_\_ (“Franchise Agreement”) that has been executed concurrently with the execution of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being executed because (a) the offer or sale of the franchise for the Wendy’s Old Fashioned Hamburgers Restaurant located at \_\_\_\_\_ you will operate under the Franchise Agreement was made in the State of Washington, (b) you are a resident of the State of Washington, and/or (c) the Wendy’s Old Fashioned Hamburgers Restaurant located at \_\_\_\_\_ will be located or operated in the State of Washington.

2. Addition of Paragraphs. The following paragraphs are added to the end of the Franchise Agreement:

In recognition of the requirements by the Washington Franchise Investment Protection Act and the Rules and Regulations promulgated thereunder, the Franchise Agreement of Franchisor shall be modified as follows:

The State of Washington has a statute, RCW 19.100.180, which may supersede the Agreement in your relationship with Franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Agreement in your relationship with Franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act 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, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

**EXHIBIT B**

Transfer fees are collectable to the extent that they reflect Franchisor’s reasonable estimated or actual costs in effecting a transfer.

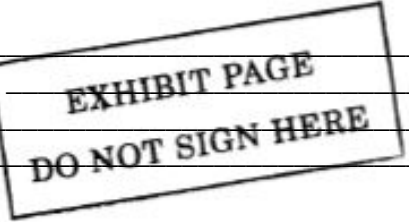
The parties to this Rider now execute and deliver this Rider.

**FRANCHISOR:  
QUALITY IS OUR RECIPE, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Legal Dept. \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
  
\_\_\_\_\_, Individually



# EXHIBIT C-1

## DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is dated and made effective as of \_\_\_\_\_, by and between QUALITY IS OUR RECIPE, LLC, a Delaware limited liability company (“**Franchisor**”), and \_\_\_\_\_, a \_\_\_\_\_ company (“**Developer**”).

WHEREAS, Franchisor has developed and owns a distinctive format and system relating to the establishment and operation of Wendy’s and Wendy’s Old Fashioned Hamburgers restaurants (each a “**Restaurant**”) featuring, among other things, hamburgers, chili, salads, French fries, assorted chicken and other sandwiches, frozen desserts, and other food and beverages (the “**System**”);

WHEREAS, Franchisor identifies the System by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the marks “WENDY’S” and “WENDY’S OLD FASHIONED HAMBURGERS,” and such other trade names, designs, emblems, labels, signs, symbols, service marks, trademarks, copyrighted materials and other intellectual property as are now designated (and may hereinafter be designated by Franchisor in writing) for use in connection with the System (the “**Proprietary Marks**”); and

WHEREAS, Franchisor and Developer have agreed to enter into this Agreement, pursuant to which Developer will have the right and obligation to develop Restaurants within the geographic area specified in this Agreement during the term of this Agreement;

NOW, THEREFORE, it is mutually agreed as follows:

1. **GRANT.** Franchisor hereby grants to Developer during the term of this Agreement and subject to the conditions hereof the non-exclusive right to develop \_\_\_\_\_ ( ) new Restaurants in the geographical area described on *Exhibit A* and incorporated herein by reference (“**Territory**”). If the Territory includes more than one Designated Market Area (“**DMA**”), as defined by The Nielsen Company, Developer agrees to use good faith efforts to develop and open new Restaurants under this Agreement throughout the entire Territory. The operation of the Restaurants developed pursuant to this Agreement will be governed by independent and individual franchise agreements to be issued by Franchisor in accordance with Section 9 below.
  - A. Developer understands and acknowledges that Developer’s rights under this Agreement are non-exclusive and during the term of this Agreement Franchisor may in its sole discretion itself develop and operate, and grant rights to others to develop and operate: (i) Restaurants anywhere within the Territory; (ii) anywhere within the Territory, outlets and various food service facilities not under the Wendy’s brand, marks and System; and (iii) anywhere outside the Territory, restaurants and other food service facilities of any kind, including Restaurants. Franchisor reserves all rights not granted to Developer by this Agreement. Developer assumes all risks in this regard.
  - B. Developer further understands and acknowledges that neither (i) the scrape (or complete demolition) and rebuild of an existing Restaurant, nor (ii) the opening of

## EXHIBIT C-1

a new Restaurant by Developer or its affiliate operating under a common “Combination Number,” as such term is used by Franchisor for the System (“**Affiliate**”) in connection with the relocation or replacement of an existing Restaurant owned by Developer or its Affiliate, as determined by Franchisor in its sole discretion, will constitute a new Restaurant for purposes of this Agreement and count toward Developer’s obligations under this Agreement. Notwithstanding the foregoing, if Developer or its Affiliate replaces an existing Restaurant with a new Restaurant located (i) in the same trade area as the existing Restaurant or (ii) within three miles of the existing Restaurant in an adjacent trade area, Developer or its Affiliate will be eligible for the incentives of the Groundbreaking Incentive Program for such new Restaurant. The boundaries of any aforementioned trade area shall be as determined by Franchisor.

2. **TERM.** Unless earlier terminated pursuant to Section 11 below, this Agreement will expire upon the earlier of (i) the opening of the last of the Restaurants to be opened in accordance with the Development Schedule on *Exhibit B* attached hereto incorporated herein by reference (the “**Development Schedule**”), and (ii) the ten-year anniversary of the Required Open Date set forth in the Development Schedule (the “**Required Open Date**”), as may be extended, for the last of the Restaurants to be opened in accordance with the Development Schedule.
3. **DEVELOPMENT SCHEDULE.** Developer shall timely open and continuously operate properly licensed Restaurants in accordance with the Development Schedule. If Developer opens and continuously operates a greater number of Restaurants in the Territory than is required during any interim period of the Development Schedule, the requirements of the succeeding period(s) will be deemed satisfied to the extent of such excess number of Restaurants, up to the total number of Restaurants specified in the Development Schedule.
4. **FAILURE TO PERFORM.**
  - A. Developer acknowledges that time is of the essence under this Agreement. Developer agrees that, subject only to the terms and conditions of Section 4.B below, if Developer fails to timely open a new Restaurant by the Required Open Date, then beginning in the month immediately following the Required Open Date, Developer must pay to Franchisor a nonrefundable fee of \$5,000 (the “**Monthly Fee**”) will be automatically and without prior judicial intervention (including by order or decree) become due and payable by Developer to Franchisor for each month or portion thereof following the Required Open Date through the earlier of (i) the actual date on which the Restaurant opens and (ii) ten (10) years after the Required Open Date.
  - B. Notwithstanding anything to the contrary contained in this Agreement, the Required Open Date for a new Restaurant will be extended by 12 months to the one-year anniversary of the Required Open Date if Developer has secured the real estate for the new Restaurant through a binding and bona fide purchase or lease agreement and submitted such purchase or lease agreement to Franchisor by the Required Open Date. In addition, Developer’s failure to timely open a new Restaurant by the Required Open Date will not constitute a default under this

## EXHIBIT C-1

Agreement, or require payment of the Monthly Fee if such failure results from an event beyond Developer's reasonable control, including, without limitation, all labor disputes, governmental regulations or controls that directly affect the development of the Restaurants, fires or other casualties, inability to obtain any material or services, acts of God, or acts of war or terrorism; provided that, in each case, such event (i) is not caused by the act, omission, negligence or default of Developer, (ii) could not have been avoided by the exercise of reasonable diligence, and (iii) Developer uses good faith and diligent efforts to open the Restaurant as soon as reasonably practicable after the event that gave rise to the delay no longer exists.

- C. If Developer's failure to open a new Restaurant by the Required Open Date is due to a reason described in Section 4.B above, then the Required Open Date for such new Restaurant will be extended for a reasonable period after, as the case may be, (i) Franchisor (or Developer) has secured the real estate for the new Restaurant or (ii) the force majeure event that gave rise to the delay no longer exists, in each case as determined by Franchisor in its reasonable business judgment.
- D. For the avoidance of doubt, Developer's lack of funds or other financial inability to perform will not constitute a permissible reason for Developer's failure to timely open a new Restaurant by the Required Open Date.

- 5. **LOCATION OF RESTAURANTS.** Developer is responsible for locating proposed sites within the Territory for each of the Restaurants contemplated in the Development Schedule and during the term of this Agreement, Developer shall use its best efforts to locate suitable sites. Franchisor may, in its sole discretion, offer counseling and advice to Developer in connection with site selection. In no event, however, will Franchisor be obligated to loan money, guarantee leases, provide financing or otherwise become directly involved and/or obligated to Developer or to any third party in respect of such site selection or development; these activities and undertakings are the exclusive responsibility of Developer, legally, financially and otherwise.
- 6. **SITE ACCEPTANCE.** Developer agrees to adhere to Franchisor's standard development process as set forth in Franchisor's then-current New Restaurant Development Policy. Upon selection by Developer of a proposed site for a Restaurant, Developer shall promptly submit to Franchisor such specific site data and demographic and other information concerning the site as may be reasonably required by Franchisor, utilizing such forms as may be required by Franchisor. Franchisor may either accept or reject such site in accordance with Franchisor's then-current site selection documentation, policies and procedures. To be effective, any site acceptance by Franchisor must be in writing. Developer understands and acknowledges that Franchisor may reject any proposed site in its sole discretion, in which event, Developer will not proceed at the rejected site but will seek to locate an acceptable alternative site. The acquisition in any manner of any proposed site prior to acceptance by Franchisor will be at the sole risk and responsibility of Developer and will not obligate Franchisor, in any way, to accept such site. As a condition for accepting a proposed site, Franchisor may require Developer to negotiate a lease or sales contract that includes certain terms regarding duration or other specified matters. Developer understands and acknowledges that a site acceptance may be conditioned on such matters, and if Developer does not

## EXHIBIT C-1

wish to or cannot satisfy the pertinent conditions within a reasonable time, the site will be deemed rejected.

7. **DISCLAIMER.** In executing this Agreement, accepting a proposed site, giving approvals or advice, or providing services or assistance in connection with this Agreement, Franchisor does not guarantee the suitability of an accepted site or the success of any Restaurant established at such site. Franchisor expressly disclaims any warranties, express or implied, with respect to the suitability of any site or the success of any Restaurant. Developer understands and acknowledges that the suitability of any site and the success of any Restaurant depend on many factors outside the control of either Franchisor or Developer (such as (i) changes in the quick-service restaurant industry, including consumer trends toward value-oriented products and promotions or consuming fewer meals away from home, (ii) prevailing economic, market and business conditions, including competition from other food service providers, high unemployment and decreased consumer spending levels, (iii) cost and availability of capital and (iv) cost fluctuations associated with food, suppliers, energy, fuel, distribution or labor), but principally depend on Developer's efforts in the operation of the Restaurant, and Developer assumes all risks associated with the success of such Restaurant.

8. **CONSTRUCTION.**

- A. Developer may in no event begin construction of the Restaurant unless the following conditions have been met:
- (i) Franchisor has accepted the site in writing;
  - (ii) Developer has obtained the right to use the site, obtained all necessary permits and governmental approvals, and otherwise obtained the rights to construct, maintain and operate the Restaurant on the site;
  - (iii) All construction plans, rights, permits, specifications and layouts for the Restaurant have been approved by Franchisor in writing (the "**Approved Plans and Specifications**"); and
  - (iv) Developer and Franchisor have executed Franchisor's then-current franchise agreement for the accepted site and Developer has paid the required TAF due under such franchise agreement.
- B. All construction must be in accordance with the following terms and conditions:
- (i) Developer shall construct the Restaurant at the accepted site in accordance with the Approved Plans and Specifications subject, however, to any alteration thereto that may be required by applicable law, regulation or ordinance. If alterations of any kind are required to be made to the Approved Plans and Specifications, such alterations must be approved by Franchisor in writing before any work is begun. All costs and expenses, including engineering and architectural fees, incurred in obtaining approvals from the appropriate governmental authorities of the Approved Plans and Specifications will be paid by Developer;



## EXHIBIT C-1

- (ii) Developer may not deviate from the Approved Plans and Specifications in any manner in the construction or remodeling of the Restaurant without the prior written approval of Franchisor. If, at any time, Franchisor determines that Developer has not constructed or remodeled the Restaurant in accordance with the Approved Plans and Specifications approved by Franchisor, Franchisor will, in addition to any other remedies, have the right to obtain an injunction from a court of competent authority against the continued construction and the opening of the Restaurant (or, if the Restaurant has already opened, against the continued operation of the Restaurant), and Developer hereby consents to any such injunction; and
  - (iii) The Restaurant must be constructed in accordance with all applicable laws, regulations and ordinances.
- C. If, at any time Franchisor determines that Developer has begun constructing or remodeling a Restaurant without all conditions having been met, Franchisor will, in addition to any other remedies, have the right to obtain an injunction from a court of competent authority against the continued construction and the opening of the Restaurant (or, if the Restaurant has already been opened, against the continued operation of the Restaurant), and Developer hereby consents to any such injunction.

### 9. **FRANCHISE AGREEMENT.**

- A. Construction of a new Restaurant may not begin under any circumstances until the required TAF has been paid and the franchise agreement for such location has been executed by Developer and Franchisor. The TAF payable by Developer will be equal to the amount of the TAF that Franchisor is then charging other franchisees in the System at the time of the signing of each of Developer's franchise agreements. Developer understands and acknowledges that the TAF charged by Franchisor in 2021 is Fifty Thousand Dollars (\$50,000) per Restaurant. Developer understands and acknowledges that the TAF may be increased or modified by Franchisor from time to time in its sole discretion with respect to any or all of the Restaurants to be developed hereunder. Developer acknowledges that it will, and will cause such other parties to be franchisees or guarantors in accordance with Franchisor's then-current policies to, execute the then-current form of franchise agreement for each Restaurant to be opened pursuant to the Agreement. Each such form of franchise agreement may contain terms that are materially different from the form of franchise agreement currently being used by Franchisor.
- B. Developer must comply with Franchisor's then-current franchising policies and procedures for the issuance of each of the franchise agreements. Franchisor will be under no obligation to execute or issue a franchise agreement to Developer if Developer is in default of this Agreement or any franchise agreement between Franchisor and Developer. Further, Franchisor will be under no obligation to execute or issue a franchise agreement to Developer if Developer is not eligible

## EXHIBIT C-1

for expansion pursuant to Franchisor's then-current expandability criteria, and Developer assumes such risk.

- C. Franchisor's determination of expandability will be based upon, without limitation, Developer's compliance with its existing franchise agreement(s) and System initiatives, and certain financial and operational performance metrics utilized by Franchisor in determining the expandability of existing franchisees in the System.
  - D. Franchisor will be under no obligation to execute and issue a franchise agreement unless Developer has complied in a timely manner with all terms and conditions of this Agreement and has satisfied all requirements set forth herein (including construction requirements) with respect to the pertinent accepted site. If and when a franchise agreement is executed by Franchisor, it will govern the relations between the parties with respect to the pertinent Restaurant.
  - E. Developer and such other parties to be franchisees or guarantors in accordance with Franchisor's then-current policies will also be required to sign and deliver Franchisor's standard General Release of All Claims in connection with Developer's execution of each individual franchise agreement and this Agreement. Copies of Franchisor's current form of franchise agreement and current form of General Release of All Claims are included in Franchisor's current Franchise Disclosure Document, receipt of which Developer has previously acknowledged, as further confirmed by Developer's execution of this Agreement.
10. **NO RIGHT TO OPERATE OR USE PROPRIETARY MARKS.** Developer acknowledges and agrees that (i) Franchisor is the current owner of the Proprietary Marks; (ii) until a franchise agreement has been issued for a specified site, Developer will not have or be entitled to exercise any of the rights, powers and privileges granted by the franchise agreement, including without limitation the right to use the Proprietary Marks; (iii) the execution of this Agreement will not be deemed to grant any such rights, powers or privileges to Developer; and (iv) Developer may not under any circumstances commence operation of any Restaurant prior to execution by Franchisor of a franchise agreement for the pertinent location. Furthermore, this Agreement does not give Developer any right to franchise, license, subfranchise, or sublicense others to operate Restaurants. This Agreement only grants Developer development rights, subject to the terms and conditions hereof.
11. **TERMINATION.**
- A. This Agreement will terminate immediately and automatically without notice to either party upon the commencement of any proceedings by or against Developer under the United States Bankruptcy Code, under any Chapter thereof or amendment thereto, or under any other insolvency act, whether federal or state; the appointment of any trustee or receiver for the business or property of Developer; or any assignment by Developer for the benefit of creditors.

## EXHIBIT C-1

- B. Franchisor will have the right at its sole election to terminate this Agreement immediately upon thirty (30) days prior written notice to Developer, upon the occurrence of any of the following:
- (i) Developer's failure to comply with the Development Schedule, subject to the terms and conditions of Section 4.B of this Agreement;
  - (ii) Developer's attempted assignment of this Agreement without the prior written approval of Franchisor;
  - (iii) if Developer (or any entities comprising Developer) is a corporation, limited liability company or a partnership, the transfer of any of the capital stock, membership interest, or partnership interest of such corporation, limited liability company or partnership during the term of this Agreement without the prior written consent of Franchisor, which consent may be granted or withheld in accordance with the terms of this Agreement, the existing franchise agreement between Franchisor and Developer, and as provided in Franchisor's transaction policies;
  - (iv) the discovery by Franchisor of any material misrepresentation in any of the information or documents submitted to Franchisor by or on behalf of Developer in connection with this Agreement;
  - (v) any violation by Developer of any of the provisions of this Agreement; or
  - (vi) any violation of any franchise agreement or other agreement between Franchisor and Developer.
- C. Franchisor will have the right at its election to terminate this Agreement immediately upon written notice to Developer, in the event of the termination by Franchisor of any franchise agreement between Franchisor and Developer pursuant to its terms or in the event of Developer's failure to cure a default under any franchise agreement between Franchisor and Developer within the applicable cure period.
- D. For purposes of Section 9 above and this Section 11, any franchise agreements issued to Developer or any of its Affiliates will be deemed an agreement between Franchisor and Developer.
12. **EFFECT OF EXPIRATION OR TERMINATION.** Upon expiration or completion of this Agreement, or upon termination for any reason, the rights granted to Developer pursuant to Section 1 above will be extinguished immediately and Developer will have no further rights within the Territory except as contained in the individual franchise agreements executed by Franchisor and Developer.
13. **CONFIDENTIALITY.** At all times during the term of this Agreement, and after termination of this Agreement for any reason, Developer (and if a corporation, limited liability company or partnership, its shareholders, directors, and officers, members or partners, as individuals) shall not divulge, disclose or communicate, directly or indirectly,

## EXHIBIT C-1

to any other person or entity any confidential or proprietary information or knowledge obtained from Franchisor, whether obtained pursuant to this Agreement or otherwise.

14. **ASSIGNMENT.** This Agreement inures to the benefit of and be binding upon Franchisor, its successors and assigns. The rights granted to Developer in this Agreement represent a special opportunity provided to Developer personally, separate from those afforded by any franchise agreements executed or to be executed by Franchisor and are non-assignable. Neither this Agreement nor any of Developer's rights hereunder are assignable or transferable by Developer, directly or indirectly, by operation of law or otherwise, without, in each case, the prior written consent of Franchisor, which consent Franchisor may withhold in its sole discretion. Upon the direct or indirect sale, transfer or assignment of the franchise agreements pertaining to the Restaurants developed pursuant to this Agreement or Developer's existing Restaurants that results in Developer or its Affiliate no longer operating Restaurants within the Territory (each, a "**Transfer**"), then Franchisor will have the right in its sole discretion to (a) require the transferee of such franchise agreements to assume Developer's obligations under this Agreement as a condition of Franchisor's consent to such Transfer, or (b) terminate this Agreement effective upon Franchisor's consent to such Transfer. Notwithstanding the foregoing, it will not be a violation of this paragraph if Restaurants are developed and opened under this Agreement by one or more of Developer's Affiliates. Franchisor may, without the consent of Developer, assign this Agreement or any of its rights or obligations hereunder to any party. To the extent that the purchaser or assignee shall assume the covenants and obligations of Franchisor under this Agreement, Franchisor shall thereupon and without further agreement, be freed and relieved of all liability with respect to such covenants and obligations.
15. **NOTICE.** Any and all notices, demands, or communications required to be given hereunder must be in writing and sent by a recognized overnight delivery or express service that provides evidence of delivery or attempted delivery (e.g. FedEx). All notices to Franchisor must be sent to Quality Is Our Recipe, LLC, Attn: Franchise Legal Department, One Dave Thomas Blvd., Dublin, OH 43017, and all notices to Developer must be sent to Developer at \_\_\_\_\_, or to such other address as either party may hereafter provide in writing to the other as a notice address. Any notice, demand, or communication will be deemed given as of the date of delivery or attempted delivery. Developer must notify Franchisor of and maintain a street address for the purposes of all notices required hereunder and provide Franchisor with current phone numbers and addresses in order to maintain current notice and contact information.
16. **JOINT AND SEVERAL LIABILITY.** If more than one person or entity is a named Developer under this Agreement, such persons' obligations and liabilities under this Agreement will be joint and several and all references in this Agreement to "Developer" include all Developers individually and collectively.
17. **GOVERNING LAW AND FORUM SELECTION.**
  - A. This Agreement will be governed, construed and interpreted in accordance with the laws of the State of Ohio. In the event of any dispute concerning the parties' rights or obligations under this Agreement, Developer agrees, to the extent permitted by applicable law, to file any suit against Franchisor only in the federal

## EXHIBIT C-1

or state court having jurisdiction where Franchisor's principal office is then located. Developer hereby waives all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

- B. Franchisor and Developer irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by Franchisor against Developer (or any of them) on the one hand, or by Developer against Franchisor (or any of its subsidiaries) on the other hand, whether or not there are other parties in such action or proceeding. Any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchisor and Developer, or Developer's development of Restaurants in the Territory, brought by Franchisor against Developer (or any of them) on the one hand, or by Developer against Franchisor (or any of its subsidiaries) on the other hand, must be commenced within two (2) years from the occurrence of the facts giving rise to such claim or action, or such claim or action will be barred.
  - C. Franchisor and Developer hereby waive to the fullest extent permitted by law any right to or claim of any punitive or exemplary damages against the other and agree that in the event of a dispute between them each will be limited to the recovery of any actual damages sustained by it.
  - D. Nothing herein contained will bar Franchisor's right to obtain injunctive relief against threatened conduct that Franchisor reasonably believes may cause Franchisor to suffer any loss or damages related to its Proprietary Marks, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.
18. **DEVELOPER'S ACKNOWLEDGMENTS AND REPRESENTATIONS.** Developer understands and acknowledges that there are significant risks in any business venture and that the primary factor in Developer's success or failure under this agreement will be Developer's own efforts. In addition, Developer acknowledges that Franchisor and its representatives have made no representations to Developer other than the matters set forth in the Franchise Disclosure Document provided to Developer and that Developer has undertaken this venture solely in reliance upon the matters set forth in the Franchise Disclosure Document and Developer's own independent investigation of the merits of this venture.
19. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties concerning the subject matter hereof and may not be modified except by a written document executed by both parties.
20. **COUNTERPARTS AND ELECTRONIC SIGNATURE.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Furthermore, delivery of a copy of a counterpart signature by facsimile or electronic transmission will constitute a valid and binding execution and delivery of this Agreement, and such copy will constitute an enforceable original document. This Agreement may also be executed through the use of electronic signature, which each party acknowledges is a lawful means of obtaining signatures. Each party agrees that its electronic signature is the legal equivalent of its

## EXHIBIT C-1

manual signature on this Agreement. Each party further agrees that its use of a key pad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes its signature, acceptance and agreement as if actually signed by such party in writing.

*[The remainder of this page is intentionally left blank.]*

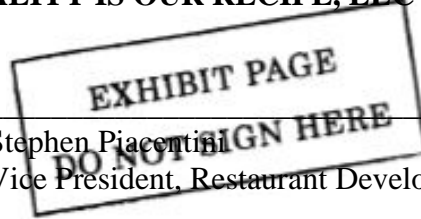
# EXHIBIT C-1

This Agreement is hereby executed by Franchisor and Developer effective on the date set forth on the first page of this Agreement.

**FRANCHISOR:**

**QUALITY IS OUR RECIPE, LLC**

By: \_\_\_\_\_  
Stephen Piacentini  
Vice President, Restaurant Development



Legal Dept. \_\_\_\_\_

*[Continued on the next page]*

**EXHIBIT C-1**

*[Continued from the previous page]*

**DEVELOPER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_





## **EXHIBIT C-1**

### **EXHIBIT A**

#### **TERRITORY**

Any DMA in which Developer currently operates a Wendy's Restaurant and any location for which Developer has an active Real Estate Letter (as defined in Franchisor's New Restaurant Development Policy).



## EXHIBIT C-2

### DEVELOPMENT AGREEMENT

This [Amended and Restated] Development Agreement (“**Agreement**”) is dated and made effective as of \_\_\_\_\_, by and between QUALITY IS OUR RECIPE, LLC, a Delaware limited liability company (“**Franchisor**”), and \_\_\_\_\_ (“**Developer**”).

WHEREAS, Franchisor has developed and owns a distinctive format and system relating to the establishment and operation of Wendy’s and Wendy’s Old Fashioned Hamburgers restaurants (each a “**Restaurant**”) featuring, among other things, hamburgers, chili, salads, French fries, assorted chicken and other sandwiches, frozen desserts, and other food and beverages (the “**System**”);

WHEREAS, Franchisor identifies the System by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the marks “WENDY’S” and “WENDY’S OLD FASHIONED HAMBURGERS,” and such other trade names, designs, emblems, labels, signs, symbols, service marks, trademarks, copyrighted materials and other intellectual property as are now designated (and may hereinafter be designated by Franchisor in writing) for use in connection with the System (the “**Proprietary Marks**”);

*[WHEREAS, Franchisor and Developer are parties to (a) that certain Development Agreement dated \_\_\_\_\_, 20\_\_ and (b) that certain Development Agreement dated \_\_\_\_\_, 20\_\_ (the “Existing Development Agreements”), pursuant to which Developer agreed to develop and open certain new Restaurants within the territories described therein;]*

WHEREAS, Franchisor has established an incentive program for qualifying franchisees that open a new Restaurant under a new or amended development agreement entered into with Franchisor (the “**Groundbreaking Incentive Program**”);

*[WHEREAS, Developer desires to take advantage of the benefits of the Groundbreaking Incentive Program, and Franchisor and Developer have agreed to enter into this Agreement to consolidate Developer’s development rights and obligations, to supersede and replace the Existing Development Agreements, and to provide for Developer’s non-exclusive right and obligation to develop a total of \_\_\_\_\_ (\_\_) new Restaurants in accordance with the terms and conditions of this Agreement.]*

WHEREAS, Developer desires to take advantage of the benefits of the Groundbreaking Incentive Program, and Franchisor and Developer have agreed to enter into this Agreement, pursuant to which Developer will have the right and obligation to develop Restaurants in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, it is mutually agreed as follows:

1. **GRANT.** Franchisor hereby grants to Developer during the term of this Agreement and subject to the conditions hereof the non-exclusive right to develop \_\_\_\_\_ new Restaurants in the geographical area described on *Exhibit A* and incorporated herein by

## EXHIBIT C-2

reference (the “**Territory**”). If the Territory includes more than one Designated Market Area (“**DMA**”), as defined by The Nielsen Company, Developer agrees to use good faith efforts to develop and open new Restaurants under this Agreement throughout the entire Territory. The operation of the Restaurants developed under this Agreement will be governed by independent and individual franchise agreements to be issued by Franchisor in accordance with Section 11 below.

- A. Developer understands and acknowledges that Developer’s rights under this Agreement are non-exclusive and during the term of this Agreement Franchisor may in its sole discretion itself develop and operate, and grant rights to others to develop and operate: (i) Restaurants anywhere within the Territory; (ii) anywhere within the Territory, outlets and various food service facilities not under the Wendy’s brand, marks and System; and (iii) anywhere outside the Territory, restaurants and other food service facilities of any kind, including Restaurants. Franchisor reserves all rights not granted to Developer by this Agreement. Developer assumes all risks in this regard.
  - B. Developer further understands and acknowledges that neither (i) the scrape (or complete demolition) and rebuild of an existing Restaurant, nor (ii) the opening of a new Restaurant by Developer or its Affiliate (as such term is defined in Section 5.B below) in connection with the relocation or replacement of an existing Restaurant owned by Developer or its Affiliate, as determined by Franchisor in its sole discretion, will constitute a new Restaurant for purposes of this Agreement and count toward Developer’s obligations under this Agreement. Notwithstanding the foregoing, if Developer or its Affiliate replaces an existing Restaurant with a new Restaurant located (i) in the same trade area as the existing Restaurant or (ii) within three miles of the existing Restaurant in an adjacent trade area, Developer or its Affiliate will be eligible for the incentives of the Groundbreaking Incentive Program for such new Restaurant. The boundaries of any aforementioned trade area shall be as determined by Franchisor.
2. **TERM.** Unless earlier terminated pursuant to Section 13 below, this Agreement will expire upon the earlier of (i) the opening of the last of the Restaurants to be opened in accordance with the Development Schedule on *Exhibit B* attached hereto and incorporated herein by reference (the “**Development Schedule**”), and (ii) the ten-year anniversary of the Required Open Date set forth in the Development Schedule (the “**Required Open Date**”), as may be extended, for the last of the Restaurants to be opened in accordance with the Development Schedule.
  3. ***[DEVELOPMENT FEES.***
    - A. *Franchisor and Developer acknowledge and agree that the remaining balance of total development fees paid by Developer under the Existing Development Agreement(s) that have not yet been applied toward the payment of the technical assistance fee (“TAF”) for a Restaurant is \$\_\_\_\_\_ (the “Development Fee”).*

## EXHIBIT C-2

- B. *Developer acknowledges and agrees that the Development Fees have been fully earned by Franchisor and are non-refundable. However, Franchisor shall credit a portion of the Development Fee equal to the then-current TAF being charged in the System by Franchisor toward payment of the TAF payable under the franchise agreement to be executed in connection with new Restaurants to be developed under this Agreement, provided in each case that such new Restaurant is timely opened in accordance with the Development Schedule and Developer is otherwise in compliance with this Agreement.*
- C. *Developer acknowledges and agrees that: (i) with respect to any new Restaurant for which the TAF credit applied does not equal the full TAF payable under the franchise agreement for such new Restaurant, Developer will be required to pay to Franchisor an amount equal to the difference between the full TAF payable for such new Restaurant and the TAF credit applied; and (ii) with respect to any new Restaurant to be developed for which no TAF credit will be applied, Developer will be required to pay to Franchisor a full TAF in accordance with Section 11 of this Agreement.*
- D. *Developer acknowledges and agrees that (i) subject to the terms and conditions of Section 6.B of this Agreement, if Developer fails to open a new Restaurant within ten years after the Required Open Date for such Restaurant, then a portion of the Development Fee equal to the then-current TAF being charged in the System by Franchisor will be forever forfeited, and (ii) any portion of the Development Fee remaining upon the expiration or earlier termination of this Agreement will be forever forfeited.]*
4. **DEVELOPMENT SCHEDULE.** Developer shall timely open and continuously operate properly licensed Restaurants in accordance with the Development Schedule. If Developer opens and continuously operates a greater number of Restaurants in the Territory than is required during any interim period of the Development Schedule, the requirements of the succeeding period(s) will be deemed satisfied to the extent of such excess number of Restaurants, up to the total number of Restaurants specified in the Development Schedule.
5. **GROUNDBREAKING INCENTIVE PROGRAM.** If Developer is in compliance with the terms and conditions of this Agreement, Developer will be entitled to the following benefits of the Groundbreaking Incentive Program:
- A. For each new Restaurant timely opened by Developer in accordance with the Development Schedule and the terms and conditions of this Agreement, a certain portion of the royalty and advertising obligations payable under the franchise agreement for such new Restaurant will be abated during the first full 24 calendar months after the Restaurant opens as described in the Development Agreement Groundbreaking Incentive Program Addendum attached hereto as *Exhibit C* (the “**Groundbreaking Incentive Addendum**”). Developer shall enter into a Groundbreaking Incentive Addendum concurrently with entering into a franchise agreement for a new Restaurant as described in Section 11 of this Agreement.

## EXHIBIT C-2

- B. The right to utilize the “Refresh Lite” reimaging design through December 31, 2024 for all existing Restaurants scheduled to be remodeled under their franchise agreement, and which are owned and operated by Developer or its affiliate operating under a common “Combination Number,” as such term is used by Franchisor for the System (“**Affiliate**”).
- C. If neither Developer nor any of its Affiliates have ever built a new Restaurant or if the last new Restaurant built by Developer or its Affiliate opened prior to 2012, and Developer is utilizing Franchisor’s Franchise Development Program (FDP) for the Restaurant, then the [*TAF/technical assistance fee (“TAF”)*] payable by Developer for the first Restaurant developed and opened under this Agreement will be reduced by 50%.

### 6. **FAILURE TO PERFORM.**

- A. Developer acknowledges that time is of the essence under this Agreement. Developer agrees that, subject only to the terms and conditions of Section 6.B below, if Developer fails to timely open a new Restaurant by the Required Open Date, then beginning in the month immediately following the Required Open Date, Developer must pay to Franchisor a nonrefundable fee of \$5,000 (the “**Monthly Fee**”) which will automatically and without prior judicial intervention (including by order or decree) become due and payable by Developer to Franchisor for each month or portion thereof following the Required Open Date through the earlier of (i) the actual date on which the Restaurant opens and (ii) ten (10) years after the Required Open Date.
- B. Notwithstanding anything to the contrary contained in this Agreement, the Required Open Date for a new Restaurant will be extended by 12 months to the one-year anniversary of the Required Open Date if Developer has secured the real estate for the new Restaurant through a binding and bona fide purchase or lease agreement and submitted such purchase or lease agreement to Franchisor by the Required Open Date. In addition, Developer’s failure to timely open a new Restaurant by the Required Open Date will not constitute a default under this Agreement, or require payment of the Monthly Fee if:
  - (i) Developer is participating in Franchisor’s Real Estate Procurement Program (“**REPP**”) for a new Restaurant pursuant to a REPP Letter of Agreement entered into with Franchisor at least two years prior to the Required Open Date for the new Restaurant, and such failure results from Franchisor’s inability or delay in securing suitable real estate for the new Restaurant; provided that, in each case, such inability or delay is not caused by Developer’s failure to (a) act in good faith when considering a potential site made available to Developer for approval or (b) otherwise comply with the terms and conditions of the REPP; or
  - (ii) such failure results from an event beyond Developer’s reasonable control, including, without limitation, all labor disputes, governmental regulations or controls that directly affect the development of the Restaurants, fires or

## EXHIBIT C-2

other casualties, inability to obtain any material or services, acts of God, or acts of war or terrorism; provided that, in each case, such event (a) is not caused by the act, omission, negligence or default of Developer, (b) could not have been avoided by the exercise of reasonable diligence, and (c) Developer uses good faith and diligent efforts to open the Restaurant as soon as reasonably practicable after the event that gave rise to the delay no longer exists.

- C. If Developer's failure to open a new Restaurant by the Required Open Date is due to a reason described in subparagraph 6.B(i) or 6.B(ii) above, then the Required Open Date for such new Restaurant will be extended for a reasonable period after, as the case may be, (i) Franchisor (or Developer) has secured the real estate for the new Restaurant or (ii) the force majeure event that gave rise to the delay no longer exists, in each case as determined by Franchisor in its reasonable business judgment.
  - D. For the avoidance of doubt, Developer's lack of funds or other financial inability to perform will not constitute a permissible reason for Developer's failure to timely open a new Restaurant by the Required Open Date.
  - E. *[Subject to the terms and conditions of Section 6.B of this Agreement, if Developer fails to open a new Restaurant within ten years after the Required Open Date for such Restaurant, then a portion of the Development Fee equal to the then-current TAF being charged in the System by Franchisor will be forever forfeited.]*
7. **LOCATION OF RESTAURANTS.** Subject to Developer's participation in the REPP, Developer is responsible for locating proposed sites within the Territory for each of the Restaurants contemplated in the Development Schedule and during the term of this Agreement, Developer shall use its best efforts to locate suitable sites. Franchisor may, in its sole discretion, offer counseling and advice to Developer in connection with site selection. In no event, however, will Franchisor be obligated to loan money, guarantee leases, provide financing or otherwise become directly involved and/or obligated to Developer or to any third party in respect of such site selection or development; these activities and undertakings are the exclusive responsibility of Developer, legally, financially and otherwise.
8. **SITE ACCEPTANCE.** Developer agrees to adhere to Franchisor's standard development process as set forth in Franchisor's then-current New Restaurant Development Policy. Upon selection by Developer of a proposed site for a Restaurant, Developer shall promptly submit to Franchisor such specific site data and demographic and other information concerning the site as may be reasonably required by Franchisor, utilizing such forms as may be required by Franchisor. Franchisor may either accept or reject such site in accordance with Franchisor's then-current site selection documentation, policies and procedures. To be effective, any site acceptance by Franchisor must be in writing. Developer understands and acknowledges that Franchisor may reject any proposed site in its sole discretion, in which event, Developer will not proceed at the rejected site but will seek to locate an acceptable alternative site. The

## EXHIBIT C-2

acquisition in any manner of any proposed site prior to acceptance by Franchisor will be at the sole risk and responsibility of Developer and will not obligate Franchisor, in any way, to accept such site. As a condition for accepting a proposed site, Franchisor may require Developer to negotiate a lease or sales contract that includes certain terms regarding duration or other specified matters. Developer understands and acknowledges that a site acceptance may be conditioned on such matters, and if Developer does not wish to or cannot satisfy the pertinent conditions within a reasonable time, the site will be deemed rejected.

9. **DISCLAIMER.** In executing this Agreement, accepting a proposed site, giving approvals or advice, or providing services or assistance in connection with this Agreement, and even with Developer's participation in the REPP, Franchisor does not guarantee the suitability of an accepted site or the success of any Restaurant established at such site. Franchisor expressly disclaims any warranties, express or implied, with respect to the suitability of any site or the success of any Restaurant. Developer understands and acknowledges that the suitability of any site and the success of any Restaurant depend on many factors outside the control of either Franchisor or Developer (such as (i) changes in the quick-service restaurant industry, including consumer trends toward value-oriented products and promotions or consuming fewer meals away from home, (ii) prevailing economic, market and business conditions, including competition from other food service providers, high unemployment and decreased consumer spending levels, (iii) cost and availability of capital and (iv) cost fluctuations associated with food, suppliers, energy, fuel, distribution or labor), but principally depend on Developer's efforts in the operation of the Restaurant, and Developer assumes all risks associated with the success of such Restaurant.
10. **CONSTRUCTION.**
- A. Developer may in no event begin construction of the Restaurant unless the following conditions have been met:
- (i) Franchisor has accepted the site in writing;
  - (ii) Developer has obtained the right to use the site, obtained all necessary permits and governmental approvals, and otherwise obtained the rights to construct, maintain and operate the Restaurant on the site;
  - (iii) All construction plans, rights, permits, specifications and layouts for the Restaurant have been approved by Franchisor in writing (the "**Approved Plans and Specifications**"); and
  - (iv) Developer and Franchisor have executed Franchisor's then-current franchise agreement for the accepted site and Developer has paid the required TAF due under such franchise agreement.
- B. All construction must be in accordance with the following terms and conditions:
- (i) Developer shall construct the Restaurant at the accepted site in accordance with the Approved Plans and Specifications subject, however, to any



## EXHIBIT C-2

alteration thereto that may be required by applicable law, regulation or ordinance. If alterations of any kind are required to be made to the Approved Plans and Specifications, such alterations must be approved by Franchisor in writing before any work is begun. All costs and expenses, including engineering and architectural fees, incurred in obtaining approvals from the appropriate governmental authorities of the Approved Plans and Specifications will be paid by Developer;

- (ii) Developer may not deviate from the Approved Plans and Specifications in any manner in the construction or remodeling of the Restaurant without the prior written approval of Franchisor. If, at any time, Franchisor determines that Developer has not constructed or remodeled the Restaurant in accordance with the Approved Plans and Specifications approved by Franchisor, Franchisor will, in addition to any other remedies, have the right to obtain an injunction from a court of competent authority against the continued construction and the opening of the Restaurant (or, if the Restaurant has already opened, against the continued operation of the Restaurant), and Developer hereby consents to any such injunction; and
- (iii) The Restaurant must be constructed in accordance with all applicable laws, regulations and ordinances.

C. If, at any time Franchisor determines that Developer has begun constructing or remodeling a Restaurant without all conditions having been met, Franchisor will, in addition to any other remedies, have the right to obtain an injunction from a court of competent authority against the continued construction and the opening of the Restaurant (or, if the Restaurant has already been opened, against the continued operation of the Restaurant), and Developer hereby consents to any such injunction.

### 11. **FRANCHISE AGREEMENT.**

A. Construction of a new Restaurant may not begin under any circumstances until the required TAF has been paid and the franchise agreement for such location has been executed by Developer and Franchisor. The TAF payable by Developer will be equal to the amount of the TAF that Franchisor is then charging other franchisees in the System at the time of the signing of each of Developer's franchise agreements. Developer understands and acknowledges that the TAF charged by Franchisor in 2022 is Fifty Thousand Dollars (\$50,000) per Restaurant. Developer understands and acknowledges that the TAF may be increased or modified by Franchisor from time to time in its sole discretion with respect to any or all of the Restaurants to be developed hereunder. Developer acknowledges that it will, and will cause such other parties to be franchisees or guarantors in accordance with Franchisor's then-current policies, to execute the then-current form of franchise agreement for each Restaurant to be opened pursuant to the Agreement. Each such form of franchise agreement may contain

## EXHIBIT C-2

terms that are materially different from the form of franchise agreement currently being used by Franchisor.

- B. Developer must comply with Franchisor's then-current franchising policies and procedures for the issuance of each of the franchise agreements. Franchisor will be under no obligation to execute or issue a franchise agreement to Developer if Developer is in default of this Agreement or any franchise agreement between Franchisor and Developer. Further, Franchisor will be under no obligation to execute or issue a franchise agreement to Developer if Developer is not eligible for expansion pursuant to Franchisor's then-current expandability criteria, and Developer assumes such risk.
  - C. Franchisor's determination of expandability will be based upon, without limitation, Developer's compliance with its existing franchise agreement(s) and System initiatives, and certain financial and operational performance metrics utilized by Franchisor in determining the expandability of existing franchisees in the System.
  - D. Franchisor will be under no obligation to execute and issue a franchise agreement unless Developer has complied in a timely manner with all terms and conditions of this Agreement and has satisfied all requirements set forth herein (including construction requirements) with respect to the pertinent accepted site. If and when a franchise agreement is executed by Franchisor, it will govern the relations between the parties with respect to the pertinent Restaurant.
  - E. Developer and such other parties to be franchisees or guarantors in accordance with Franchisor's then-current policies will also be required to sign and deliver Franchisor's standard General Release of All Claims in connection with Developer's execution of each individual franchise agreement and this Agreement. Copies of Franchisor's current form of franchise agreement and current form of General Release of All Claims are included in Franchisor's current Franchise Disclosure Document, receipt of which Developer has previously acknowledged, as further confirmed by Developer's execution of this Agreement.
12. **NO RIGHT TO OPERATE OR USE PROPRIETARY MARKS.** Developer acknowledges and agrees that (i) Franchisor is the current owner of the Proprietary Marks; (ii) until a franchise agreement has been issued for a specified site, Developer will not have or be entitled to exercise any of the rights, powers and privileges granted by the franchise agreement, including without limitation the right to use the Proprietary Marks; (iii) the execution of this Agreement will not be deemed to grant any such rights, powers or privileges to Developer; and (iv) Developer may not under any circumstances commence operation of any Restaurant prior to execution by Franchisor of a franchise agreement for the pertinent location. Furthermore, this Agreement does not give Developer any right to franchise, license, subfranchise, or sublicense others to operate Restaurants. This Agreement only grants Developer development rights, subject to the terms and conditions hereof.

## EXHIBIT C-2

### 13. TERMINATION.

- A. This Agreement will terminate immediately and automatically without notice to either party upon the commencement of any proceedings by or against Developer under the United States Bankruptcy Code, under any Chapter thereof or amendment thereto, or under any other insolvency act, whether federal or state; the appointment of any trustee or receiver for the business or property of Developer; or any assignment by Developer for the benefit of creditors.
- B. Franchisor will have the right at its sole election to terminate this Agreement immediately upon thirty (30) days prior written notice to Developer, upon the occurrence of any of the following:
  - (i) Developer's failure to comply with the Development Schedule, subject to the terms and conditions of Section 6.B of this Agreement;
  - (ii) Developer's attempted assignment of this Agreement without the prior written approval of Franchisor;
  - (iii) if Developer (or any entities comprising Developer) is a corporation, limited liability company or a partnership, the transfer of any of the capital stock, membership interest, or partnership interest of such corporation, limited liability company or partnership during the term of this Agreement without the prior written consent of Franchisor, which consent may be granted or withheld in accordance with the terms of this Agreement, the existing franchise agreement between Franchisor and Developer, and as provided in Franchisor's transaction policies;
  - (iv) the discovery by Franchisor of any material misrepresentation in any of the information or documents submitted to Franchisor by or on behalf of Developer in connection with this Agreement;
  - (v) any violation by Developer of any of the provisions of this Agreement; or
  - (vi) any violation of any franchise agreement or other agreement between Franchisor and Developer.
- C. Franchisor will have the right at its election to terminate this Agreement immediately upon written notice to Developer, in the event of the termination by Franchisor of any franchise agreement between Franchisor and Developer pursuant to its terms or in the event of Developer's failure to cure a default under any franchise agreement between Franchisor and Developer within the applicable cure period.
- D. For purposes of Section 11 above and this Section 13, any franchise agreements issued to Developer or any of its Affiliates will be deemed an agreement between Franchisor and Developer.

## EXHIBIT C-2

14. **EFFECT OF EXPIRATION OR TERMINATION.** Upon expiration or completion of this Agreement, or upon termination for any reason, [(a)] the rights granted to Developer pursuant to Section 1 above will be extinguished immediately and Developer will have no further rights within the Territory except as contained in the individual franchise agreements executed by Franchisor and Developer[, and (b) any remaining portion of the Development Fee will be forever forfeited].
15. **CONFIDENTIALITY.** At all times during the term of this Agreement, and after termination of this Agreement for any reason, Developer (and if a corporation, limited liability company or partnership, its shareholders, directors, and officers, members or partners, as individuals) shall not divulge, disclose or communicate, directly or indirectly, to any other person or entity any confidential or proprietary information or knowledge obtained from Franchisor, whether obtained pursuant to this Agreement or otherwise.
16. **ASSIGNMENT.** This Agreement inures to the benefit of and be binding upon Franchisor, its successors and assigns. The rights granted to Developer in this Agreement represent a special opportunity provided to Developer personally, separate from those afforded by any franchise agreements executed or to be executed by Franchisor and are non-assignable. Neither this Agreement nor any of Developer's rights hereunder are assignable or transferable by Developer, directly or indirectly, by operation of law or otherwise, without, in each case, the prior written consent of Franchisor, which consent Franchisor may withhold in its sole discretion. Upon the direct or indirect sale, transfer or assignment of the franchise agreements pertaining to the Restaurants developed pursuant to this Agreement or Developer's existing Restaurants that results in Developer or its Affiliate no longer operating Restaurants within the Territory (each, a "**Transfer**"), then Franchisor will have the right in its sole discretion to (a) require the transferee of such franchise agreements to assume Developer's obligations under this Agreement as a condition of Franchisor's consent to such Transfer, or (b) terminate this Agreement effective upon Franchisor's consent to such Transfer. Notwithstanding the foregoing, it will not be a violation of this paragraph if Restaurants are developed and opened under this Agreement by one or more of Developer's Affiliates. Franchisor may, without the consent of Developer, assign this Agreement or any of its rights or obligations hereunder to any party. To the extent that the purchaser or assignee shall assume the covenants and obligations of Franchisor under this Agreement, Franchisor shall thereupon and without further agreement, be freed and relieved of all liability with respect to such covenants and obligations.
17. **NOTICE.** Any and all notices, demands, or communications required to be given hereunder must be in writing and sent by a recognized overnight delivery or express service that provides evidence of delivery or attempted delivery (e.g. FedEx). All notices to Franchisor must be sent to Quality Is Our Recipe, LLC, Attn: Franchise Legal Department, One Dave Thomas Blvd., Dublin, OH 43017, and all notices to Developer must be sent to Developer at \_\_\_\_\_, or to such other address as either party may hereafter provide in writing to the other as a notice address. Any notice, demand, or communication will be deemed given as of the date of delivery or attempted delivery. Developer must notify Franchisor of and maintain a street address for the purposes of all notices required hereunder and provide Franchisor with current phone numbers and addresses in order to maintain current notice and contact information.

## EXHIBIT C-2

18. **JOINT AND SEVERAL LIABILITY.** If more than one person or entity is a named Developer under this Agreement, such persons' obligations and liabilities under this Agreement will be joint and several and all references in this Agreement to "Developer" include all Developers individually and collectively.
19. **GOVERNING LAW AND FORUM SELECTION.**
- A. This Agreement will be governed, construed and interpreted in accordance with the laws of the State of Ohio. In the event of any dispute concerning the parties' rights or obligations under this Agreement, Developer agrees, to the extent permitted by applicable law, to file any suit against Franchisor only in the federal or state court having jurisdiction where Franchisor's principal office is then located. Developer hereby waives all questions of personal jurisdiction or venue for the purpose of carrying out this provision.
  - B. Franchisor and Developer irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by Franchisor against Developer (or any of them) on the one hand, or by Developer against Franchisor (or any of its affiliates) on the other hand, whether or not there are other parties in such action or proceeding. Any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchisor and Developer, or Developer's development of Restaurants in the Territory, brought by Franchisor against Developer (or any of them) on the one hand, or by Developer against Franchisor (or any of its affiliates) on the other hand, must be commenced within two (2) years from the occurrence of the facts giving rise to such claim or action, or such claim or action will be barred.
  - C. Franchisor and Developer hereby waive to the fullest extent permitted by law any right to or claim of any punitive or exemplary damages against the other and agree that in the event of a dispute between them each will be limited to the recovery of any actual damages sustained by it.
  - D. Nothing herein contained will bar Franchisor's right to obtain injunctive relief against threatened conduct that Franchisor reasonably believes may cause Franchisor to suffer any loss or damages related to its Proprietary Marks, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.
20. **DEVELOPER'S ACKNOWLEDGMENTS AND REPRESENTATIONS.** Developer understands and acknowledges that there are significant risks in any business venture and that the primary factor in Developer's success or failure under this agreement will be Developer's own efforts. In addition, Developer acknowledges that Franchisor and its representatives have made no representations to Developer other than the matters set forth in the Franchise Disclosure Document provided to Developer and that Developer has undertaken this venture solely in reliance upon the matters set forth in the Franchise Disclosure Document and Developer's own independent investigation of the merits of this venture.

## EXHIBIT C-2

21. **ENTIRE AGREEMENT.** This Agreement *[supersedes and replaces the Existing Development Agreement(s) in its/their entirety and]* contains the entire agreement between the parties concerning the subject matter hereof and may not be modified except by a written document executed by both parties.
22. **COUNTERPARTS AND ELECTRONIC SIGNATURE.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Furthermore, delivery of a copy of a counterpart signature by facsimile or electronic transmission will constitute a valid and binding execution and delivery of this Agreement, and such copy will constitute an enforceable original document. This Agreement may also be executed through the use of electronic signature, which each party acknowledges is a lawful means of obtaining signatures. Each party agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. Each party further agrees that its use of a key pad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes its signature, acceptance and agreement as if actually signed by such party in writing.

*[The remainder of this page is intentionally left blank.]*

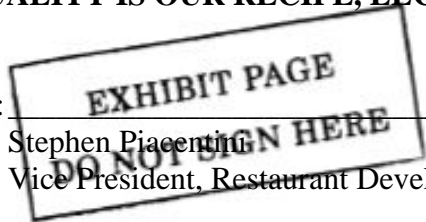
**EXHIBIT C-2**

This Agreement is hereby executed by Franchisor and Developer effective on the date set forth on the first page of this Agreement.

**FRANCHISOR:**

**QUALITY IS OUR RECIPE, LLC**

By: \_\_\_\_\_  
Stephen Piacentini  
Vice President, Restaurant Development



Legal Dept. \_\_\_\_\_

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**EXHIBIT C-2**

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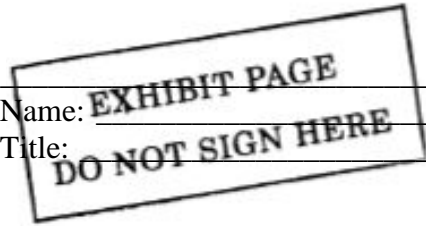
**DEVELOPER:**

\_\_\_\_\_

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

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

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



\_\_\_\_\_, Individually



## **EXHIBIT C-2**

### **EXHIBIT A**

### **TERRITORY**

Any DMA in which Developer currently operates a Wendy's Restaurant and any location for which Developer has an active Real Estate Letter (as defined in Franchisor's New Restaurant Development Policy).

## EXHIBIT C-2

### EXHIBIT B

#### DEVELOPMENT SCHEDULE

<b>New Restaurant Requirement</b>	<b>Required Open Date</b>	<b>Cumulative Total</b>
1		1
1		2

## EXHIBIT C-2

### EXHIBIT C

#### GROUNDBREAKING INCENTIVE PROGRAM ADDENDUM

*(U.S. 1<sup>st</sup>-Time Builder Incentive)*

This GROUNDBREAKING INCENTIVE PROGRAM ADDENDUM (“**Addendum**”) is executed in Dublin, Ohio, on the date referenced below, by and between QUALITY IS OUR RECIPE, LLC, a Delaware limited liability company (“**Franchisor**”) and \_\_\_\_\_, (*collectively*, “**Franchisee**”); and \_\_\_\_\_ (“**Guarantor**”).

WHEREAS, Franchisor and Franchisee and/or one or more of Franchisee’s affiliates are parties to that certain [*Amended and Restated*] Development Agreement dated \_\_\_\_\_, 2020 (the “**Development Agreement**”), pursuant to which Franchisee and/or one or more of Franchisee’s affiliates have the right and obligation to develop and open new Wendy’s Branded Restaurants within certain geographic areas specified in the Development Agreement;

WHEREAS, Franchisor has established an incentive program for qualifying franchisees that open a new Wendy’s Branded Restaurant under a new or amended development agreement entered into with Franchisor (the “**Groundbreaking Incentive Program**”);

WHEREAS, Franchisor and Franchisee (*and Guarantor*) are, concurrently herewith, entering into a Unit Franchise Agreement (the “**Franchise Agreement**”), which provides Franchisee with the franchise and licensed rights to open and operate a Wendy’s Branded Restaurant located at \_\_\_\_\_ (Contract-Site # \_\_\_\_\_) (the “**Restaurant**”);

WHEREAS, because the Restaurant is a new Wendy’s Branded Restaurant opening with an approved building design in accordance with the terms and conditions of the Development Agreement, Franchisee is entitled to the benefits of the Groundbreaking Incentive Program; [*and*]

*[WHEREAS, because (a) Franchisee has never built a Wendy’s Branded Restaurant or the last Wendy’s Branded Restaurant built by Franchisee opened prior to 2012, (b) Franchisee is utilizing Franchisor’s Franchise Development Program (FDP) for the Restaurant, and (c) the Restaurant is the first of the new Wendy’s Branded Restaurants to be opened under the Development Agreement, then the technical assistance fee payable by Franchisee for the Restaurant will be reduced by 50%; and]*

WHEREAS, Franchisor and Franchisee (*and Guarantor*) desire to modify the Franchise Agreement to document such benefits in accordance with the terms of this Addendum.

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, mutually agree as follows:

1. *Include the following for the first restaurant to be opened under Development Agreement by a first-time builder using FDP: [Section 5.1. of the Franchise Agreement is hereby modified such that the Fifty Thousand Dollars (\$50,000) Technical Assistance Fee shall be reduced to Twenty-Five Thousand Dollars (\$25,000). The balance of Section 5.1. shall remain as set forth in the Franchise Agreement.]*
2. Section 5.2. of the Franchise Agreement is hereby modified such that the monthly royalty fee payable by Franchisee for sales after the Restaurant opens and during the first full 12 calendar months thereafter will be an amount equal to 1% of the Restaurant’s previous month’s Gross Sales, and the monthly royalty fee contribution payable by Franchisee for sales during the immediately succeeding 12-month period will be an amount equal to 2% of the Restaurant’s

**EXHIBIT C-2**

previous month's Gross Sales. The monthly royalty fee will increase to the standard rate of 4% of the Gross Sales of the Restaurant after the expiration of the forgoing 24-month period. The balance of Section 5.2. remains unchanged as set forth in the Franchise Agreement.

- 3. Sections 5.3, 13.1, 13.1.A., and 13.1.B. of the Franchise Agreement are hereby modified such that the monthly WNAP contribution payable by Franchisee for sales after the Restaurant opens and during the first full 12 calendar months thereafter will be reduced by 3.5% compared to the systemwide standard contribution obligation, and the monthly WNAP contribution payable by Franchisee for sales during the immediately succeeding 12-month period will be reduced by 3% compared to the systemwide standard contribution obligation. This means that: (a) for sales of the Restaurant after the Restaurant opens and during the first full 12 calendar months thereafter the total 4% Advertising Contribution will be allocated such that (i) Franchisee will not be required to make a contribution to WNAP, and (ii) Franchisee shall contribute and/or spend, for the purpose of local advertising and promotion, on a monthly basis, an amount equal to 0.5% of the Restaurant's previous month's Gross Sales; and (b) for sales of the Restaurant during the immediately succeeding 12-month period the 4% Advertising Contribution will be allocated such that (i) Franchisee shall contribute to WNAP on a monthly basis an amount equal to 0.5% of the Restaurant's previous month's Gross Sales, and (ii) Franchisee shall contribute and/or spend, for the purpose of local advertising and promotion, on a monthly basis, an amount equal to 0.5% of the Restaurant's previous month's Gross Sales. Upon the expiration of the foregoing 24-month period, the allocation of the total 4% Advertising Contribution will revert to the current allocation, such that (x) Franchisee shall contribute to WNAP on a monthly basis an amount equal to 3.5% of the Restaurant's previous month's Gross Sales, and (y) Franchisee shall contribute and/or spend, for the purpose of local advertising and promotion, on a monthly basis, an amount equal to 0.5% of the Restaurant's previous month's Gross Sales. However, for the avoidance of doubt, this distribution and the amounts required to be contributed to WNAP and to local advertising and promotion may be affected by a systemwide vote as described in the Franchise Agreement.

The balance of Sections 5.3, 13.1, 13.1.A., and 13.1.B. remain unchanged as set forth in the Franchise Agreement.

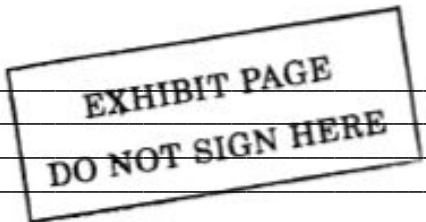
- 4. Capitalized terms used but not defined herein shall have the meanings given to them in the Franchise Agreement.
- 5. This Addendum sets forth the entire understanding between the parties concerning the subject matter hereof and incorporates all prior negotiations and understandings. Except as specifically set forth herein, all other terms and conditions of the Franchise Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Addendum is effective as of the date it is executed by Franchisor.

**FRANCHISOR:**

**QUALITY IS OUR RECIPE, LLC**

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



Legal Dept. \_\_\_\_\_

*(Signatures continued on next page)*

# EXHIBIT C-2

*(Signatures continued from previous page)*

## FRANCHISEE:

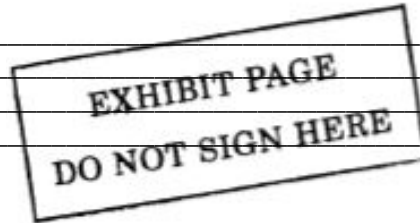
\_\_\_\_\_

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

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

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

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



\_\_\_\_\_, Individually

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

\_\_\_\_\_, Individually

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

## GUARANTOR:

\_\_\_\_\_, Individually

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



## EXHIBIT C-3

### AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to Development Agreement (this “**Amendment**”) is made as of \_\_\_\_\_, by and between QUALITY IS OUR RECIPE, LLC, a Delaware limited liability company (“**Franchisor**”), and \_\_\_\_\_ (“**Developer**”).

WHEREAS, Franchisor and Developer are parties to that certain Development Agreement dated \_\_\_\_\_ (the “**Development Agreement**”), whereby Franchisor granted to Developer non-exclusive rights to develop new Restaurants upon the terms and conditions as more particularly set forth in the Development Agreement;

WHEREAS, Franchisor has extended its Groundbreaking Incentive Program and Developer has committed to increase its development obligations under the Development Agreement; and

WHEREAS, Franchisor and Developer desire to amend the Development Agreement to reflect Developer’s increased development commitment as more particularly set forth herein.

NOW THEREFORE, it is mutually agreed as follows:

1. The first sentence in Section 1 of the Development Agreement is hereby deleted in its entirety and replaced with the following:

“**GRANT.** Franchisor hereby grants to Developer during the term of this Agreement and subject to the conditions hereof the non-exclusive right to develop \_\_\_\_ (\_\_) new Restaurants in the geographical area described on Exhibit A and incorporated herein by reference (the “**Territory**”).”

2. The Development Schedule on Exhibit B is hereby deleted in its entirety and replaced with the new Development Schedule as shown in the table below. This revised Development Schedule also reflects the new Restaurants Developer opened since the date of the Development Agreement through the date of this Amendment, as identified by the column “Compliant Site #”.

<b>New Restaurant Requirement</b>	<b>Required Open Date</b>	<b>Compliant Site # (if applicable)</b>	<b>Cumulative Total</b>

3. The Groundbreaking Incentive Program Addendum attached as Exhibit C to the Development Agreement is hereby deleted in its entirety and replaced with the new Groundbreaking Incentive Program Addendum attached hereto as **Exhibit A**.

4. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning as set forth in the Development Agreement.

5. Except as expressly modified by the terms of this Amendment, the Development Agreement remains unchanged and in full force and effect.

*[signature pages follow]*

### EXHIBIT C-3

This Amendment is hereby executed by Franchisor and the Developer effective on the date indicated on the first page of this Amendment.

**DEVELOPER:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**EXHIBIT C-3**

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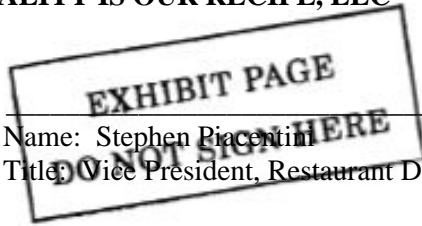
**FRANCHISOR:  
QUALITY IS OUR RECIPE, LLC**

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

Name: Stephen Piacentini

Title: Vice President, Restaurant Development

Legal Dept. \_\_\_\_\_





## EXHIBIT C-3

### EXHIBIT A GROUNDBREAKING INCENTIVE PROGRAM ADDENDUM

This GROUNDBREAKING INCENTIVE PROGRAM ADDENDUM (“**Addendum**”) is executed in Dublin, Ohio, on the date referenced below, by and between QUALITY IS OUR RECIPE, LLC, a Delaware limited liability company (“**Franchisor**”) and \_\_\_\_\_, (*collectively*, “**Franchisee**”); and \_\_\_\_\_ (“**Guarantor**”).

WHEREAS, Franchisor and Franchisee and/or one or more of Franchisee’s affiliates are parties to that certain Development Agreement dated \_\_\_\_\_, 20\_\_ (the “**Development Agreement**”), pursuant to which Franchisee and/or one or more of Franchisee’s affiliates have the right and obligation to develop and open new Wendy’s Branded Restaurants within certain geographic areas specified in the Development Agreement;

WHEREAS, Franchisor has established an incentive program for qualifying franchisees that open a new Wendy’s Branded Restaurant under a new or amended development agreement entered into with Franchisor (the “**Groundbreaking Incentive Program**”);

WHEREAS, Franchisor and Franchisee (*and Guarantor*) are, concurrently herewith, entering into a Unit Franchise Agreement (the “**Franchise Agreement**”), which provides Franchisee with the franchise and licensed rights to open and operate a Wendy’s Branded Restaurant located at \_\_\_\_\_ (Contract-Site # \_\_\_\_\_) (the “**Restaurant**”);

WHEREAS, because the Restaurant is a new Wendy’s Branded Restaurant opening with an approved building design in accordance with the terms and conditions of the Development Agreement, Franchisee is entitled to the benefits of the Groundbreaking Incentive Program; [*and*]

*[WHEREAS, because (a) Franchisor and Franchisee (and Guarantor) or its affiliate, are parties to an existing groundbreaker Development Agreement, (b) Franchisee has signed an amendment to the groundbreaker Development Agreement committing to an increase in its development obligations, and (c) Franchisee opened the new Restaurant in 2021 or 2022 at least 12 months prior to the original required open date of the Restaurant, then the technical assistance fee payable by Franchisee for the Restaurant will be waived; and]*

WHEREAS, Franchisor and Franchisee (*and Guarantor*) desire to modify the Franchise Agreement to document such benefits in accordance with the terms of this Addendum.

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, mutually agree as follows:

1. [*optional if applicable with recital above*] [The Technical Assistance Fee referenced in Section 5.1 of the Franchise Agreement is hereby waived.]
2. Section 5.2. of the Franchise Agreement is hereby modified such that the monthly royalty fee payable by Franchisee for sales during the first 12 months after the Restaurant opens will be an amount equal to 1% of the Restaurant’s previous month’s Gross Sales, and the monthly royalty fee contribution payable by Franchisee for sales during the immediately succeeding 12-month period will be an amount equal to 2% of the Restaurant’s previous month’s Gross Sales. The monthly royalty fee will increase to the standard rate of 4% of the Gross Sales of the Restaurant after the expiration of the forgoing 24-month period (effective on the second anniversary of the

**EXHIBIT C-3**

“Opening Date” of the Restaurant as defined in Section 3.5 of the Franchise Agreement). The balance of Section 5.2. remains unchanged as set forth in the Franchise Agreement.

- 3. Sections 5.3, 13.1, 13.1.A., and 13.1.B. of the Franchise Agreement are hereby modified such that the monthly WNAP contribution payable by Franchisee for sales during the first 12 months after the Restaurant opens will be reduced by 3.5% compared to the systemwide standard contribution obligation, and the monthly WNAP contribution payable by Franchisee for sales during the immediately succeeding 12-month period will be reduced by 3% compared to the systemwide standard contribution obligation. This means that: (a) for sales of the Restaurant during the first 12 months after the Restaurant opens, the total 4% Advertising Contribution will be allocated such that (i) Franchisee will not be required to make a contribution to WNAP, and (ii) Franchisee shall contribute and/or spend, for the purpose of local advertising and promotion, on a monthly basis, an amount equal to 0.5% of the Restaurant’s previous month’s Gross Sales; and (b) for sales of the Restaurant during the immediately succeeding 12-month period the 4% Advertising Contribution will be allocated such that (i) Franchisee shall contribute to WNAP on a monthly basis an amount equal to 0.5% of the Restaurant’s previous month’s Gross Sales, and (ii) Franchisee shall contribute and/or spend, for the purpose of local advertising and promotion, on a monthly basis, an amount equal to 0.5% of the Restaurant’s previous month’s Gross Sales. Upon the expiration of the foregoing 24-month period (effective on the second anniversary of the “Opening Date” of the Restaurant as defined in Section 3.5 of the Franchise Agreement), the allocation of the total 4% Advertising Contribution will revert to the current allocation, such that (x) Franchisee shall contribute to WNAP on a monthly basis an amount equal to 3.5% of the Restaurant’s previous month’s Gross Sales, and (y) Franchisee shall contribute and/or spend, for the purpose of local advertising and promotion, on a monthly basis, an amount equal to 0.5% of the Restaurant’s previous month’s Gross Sales. However, for the avoidance of doubt, this distribution and the amounts required to be contributed to WNAP and to local advertising and promotion may be affected by a systemwide vote as described in the Franchise Agreement.

The balance of Sections 5.3, 13.1, 13.1.A., and 13.1.B. remain unchanged as set forth in the Franchise Agreement.

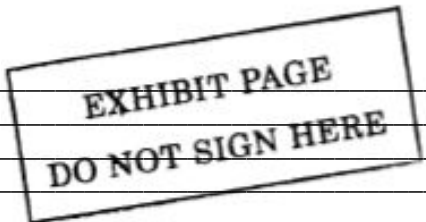
- 4. Capitalized terms used but not defined herein shall have the meanings given to them in the Franchise Agreement.
- 5. This Addendum sets forth the entire understanding between the parties concerning the subject matter hereof and incorporates all prior negotiations and understandings. Except as specifically set forth herein, all other terms and conditions of the Franchise Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Addendum is effective as of the date it is executed by Franchisor.

**FRANCHISOR:**

**QUALITY IS OUR RECIPE, LLC**

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



Legal Dept. \_\_\_\_\_

*(Signatures continued on next page)*

# EXHIBIT C-3

*(Signatures continued from previous page)*

## FRANCHISEE:

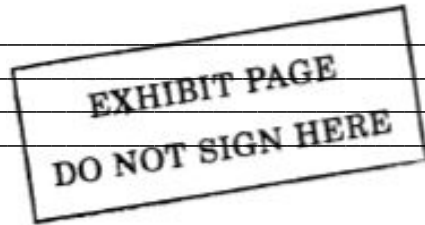
\_\_\_\_\_

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

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

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

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



\_\_\_\_\_, Individually

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

\_\_\_\_\_, Individually

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

## GUARANTOR:

\_\_\_\_\_

\_\_\_\_\_, Individually

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



**RELATIONSHIP AGREEMENT**

This Relationship Agreement (this “**Agreement**”), dated as of \_\_\_\_\_, 202\_\_ (the “**Effective Date**”), is made by and among QUALITY IS OUR RECIPE, LLC, a Delaware limited liability company (“**Franchisor**”), \_\_\_\_\_, a \_\_\_\_\_ (“\_\_\_\_\_”), \_\_\_\_\_, an individual (“\_\_\_\_\_”), \_\_\_\_\_, an individual (“\_\_\_\_\_”), and \_\_\_\_\_, an individual (“\_\_\_\_\_” and, together with \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, the “**Franchise Group**”). Franchisor and the Franchise Group are collectively referred to herein as the “**Parties**”.

**RECITALS**

***WHEREAS**, the Franchise Group, independently or together or with Affiliates (as defined in Section 1.01), is a party to approximately \_\_\_\_\_ (\_\_\_\_) existing franchise agreements with Franchisor, pursuant to which the Franchise Group, independently or together or with Affiliates, directly or indirectly owns and operates approximately \_\_\_\_\_ (\_\_\_\_) “Wendy’s” or “Wendy’s Old Fashioned Hamburgers” restaurants (collectively, the “**Existing Restaurants**”);*

**WHEREAS**, one or more members of the Franchise Group or their respective Affiliates is also party to that certain asset purchase agreement dated as of \_\_\_\_\_, 202\_\_ by and between \_\_\_\_\_ (“**Seller**”), and \_\_\_\_\_, a \_\_\_\_\_ (“\_\_\_\_\_”), pursuant to which \_\_\_\_\_ has agreed to acquire from Seller (such acquisition, the “**Proposed Transaction**”) certain assets used in the operation of \_\_\_\_\_ (\_\_\_\_) existing “Wendy’s” or “Wendy’s Old Fashioned Hamburgers” restaurants (the “**Proposed Transferred Restaurants**”) currently owned and operated by Seller;

**WHEREAS**, the Franchise Group has requested that Franchisor consent to the Proposed Transaction and enter into franchising relationships with \_\_\_\_\_ in respect of the Proposed Transferred Restaurants;

**WHEREAS**, also in connection with the Proposed Transaction, Franchisor, \_\_\_\_\_, and the Franchise Group will enter into a Development Agreement (the “**Development Agreement**”) providing for the development of \_\_\_\_\_ (\_\_\_\_) additional “Wendy’s” or “Wendy’s Old Fashioned Hamburgers” restaurants upon the terms and conditions set forth therein (the “**Development Restaurants**”);

**WHEREAS**, *in addition to the Existing Restaurants*, the Proposed Transferred Restaurants and the Development Restaurants, the Franchise Group has expressed an interest in, directly or indirectly, acquiring and/or developing, from time to time, certain additional Wendy’s restaurants, which shall in each case be subject to the prior written consent or agreement of Franchisor, and the prior written waiver of Franchisor’s right of first refusal if such restaurants are acquired by the Franchise Group and/or its Affiliates by way of transfer from franchisees of Franchisor; and

## EXHIBIT D

**WHEREAS**, as an inducement to Franchisor to provide its consent to the Proposed Transaction, provide such additional consents, and/or to enter into franchising relationships with the Franchise Group and/or its Affiliates, from time to time, as determined by Franchisor in its sole discretion, (i) the Franchise Group desires to make certain commitments to Franchisor and (ii) Franchisor and the Franchise Group desire to reach agreement on certain other matters relating to *existing and* future franchising relationships between the Franchise Group and Franchisor, in each case as described herein.

**NOW, THEREFORE**, in consideration of the mutual promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### ARTICLE I

#### CERTAIN DEFINITIONS

Section 1.01 Certain Definitions. For purposes of this Agreement, unless otherwise defined herein, capitalized terms used herein shall have the meanings set forth below:

“**Affiliate**” means, with respect to any specified Person, any other Person that, at the time of determination, directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under common Control with, such first Person.

“**Capital Stock**” means capital stock or other type of equity interest in a Person or any securities convertible or redeemable into, or exercisable or exchangeable for, any capital stock or other type of equity interest in a Person.

“**Competing Business**” means any business or commercial activity (other than the ownership or operation of a System Restaurant) that both (a) is located or conducted in the Restricted Area and (b) derives (or, in the case of a newly-established business or activity, could reasonably be expected to derive) fifteen percent (15%) or more of its gross revenues in any month from the sale, individually or in the aggregate, of any of the principal or signature food products or menu offerings that now or at any time hereafter are authorized for sale at System Restaurants (including hamburgers, chicken sandwiches, flatbreads, wraps, frozen desserts and salads, but excluding branded bottled or fountain-dispensed beverage products fabricated and furnished by third parties), or any similar or related products or menu offerings, whether such business or activity is a restaurant, catering service, snack bar, concession, food court, dark kitchen, delivery-only location, or any other concern that offers food and/or beverage items at retail. Illustrative examples of businesses that would currently constitute a Competing Business for purposes of this Agreement would include, among others, the Specifically-Identified Competitive Restaurants.

“**Confidential Information**” means (a) any documents, information or data (including know-how) concerning, relating to or arising from the conduct of the Covered Business (or any component thereof) or the ownership or operation of one or more of the Covered Restaurants and (b) any documents, information or data that is, directly or indirectly, received from or made available by Franchisor or any of its Affiliates or any of its or their respective Representatives including, in the case of (a) and (b) above, any such documents, information or data relating to

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marketing plans and studies, development strategies, financial plans, advertising plans, menu offerings, recipes, trade secrets, product launches, store expansion plans, product development plans and tests, profit and loss, cost structure and labor systems; provided, however, that “Confidential Information” does not include information that is or becomes generally available to the public other than as a result of a disclosure by the Franchise Group, their respective Affiliates or their respective Representatives.

“**Control**”, “**Controlled**” or “**Controlling**” means, as to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The terms “Controlled by” and “under common Control with” shall have correlative meanings.

“**Covered Business**” means the business of acquiring or constructing and equipping one or more Covered Restaurants, locating sources of supply, obtaining utility services, hiring and training staff, obtaining permits and approvals, establishing accounting and financial reporting systems, purchasing inventory, and opening and operating the Covered Restaurants.

“**Covered Franchise Agreement**” means any franchise or similar agreement between the Franchise Group (or any member(s) thereof) and/or any of their respective Affiliates, on the one hand, and Franchisor and/or any of its current or future Affiliates, on the other hand, pursuant to which Franchisor and/or any of its current or future Affiliates grants (*or in the case of the Existing Restaurants, has granted*) to Franchise Group (or any member(s) thereof) and/or any of their respective Affiliates (each, a “**Franchisee**”) the rights to operate any System Restaurant, in each case together with any addendum to such franchise or similar agreement and any other contracts or agreements entered into in connection therewith.

“**Covered Persons**” means, without duplication:

- (a) the members of the Franchise Group;
- (b) the Franchisees;
- (c) \_\_\_\_\_;
- (d) \_\_\_\_\_;
- (e) the president/chief executive officer/equivalent officer of \_\_\_\_\_ at any time, and from time to time, during the Term (as defined in Section 4.01);
- (f) the chief financial officer/equivalent officer of \_\_\_\_\_ at any time, and from time to time, during the Term;
- (g) the chief operating officer/equivalent officer of \_\_\_\_\_ at any time, and from time to time, during the Term;
- (h) all Persons that (i) Control \_\_\_\_\_ or a Franchisee or (ii) beneficially own any Capital Stock of \_\_\_\_\_ or a Franchisee (other than any such Capital Stock held as a Passive Investment); and

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(i) all Persons that, individually or collectively with their Affiliates, (i) Control any Person referenced in subsection (a), (b) or (h) above or (ii) beneficially own, directly or indirectly, ten percent (10%) or more of any class of Capital Stock of any Person referenced in subsection (a), (b) or (h) above (other than any such Capital Stock held as a Passive Investment).

“**Covered Restaurant**” means any System Restaurant owned and operated, whether in whole or in part and directly or indirectly, by the Franchise Group (or any member(s) thereof) and/or any of its respective Affiliates, in each case pursuant to a Covered Franchise Agreement.

“**Governmental Authority**” means any federal, state or local government, or subdivision or instrumentality thereof, or any entity, body or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any federal, state or local government, including any quasi-governmental entity established to perform such functions, in each case having jurisdiction over the Person, property or matter in question.

“**Law**” means any federal, state, local or foreign law, statute, treaty, code or ordinance, common law or any applicable rule, regulation, guidelines, standard, judgment, order, writ, injunction, ruling, decree, award or permit of any Governmental Authority.

“**Passive Investment**” means a passive investment by a Person in the Capital Stock and/or debt securities of another Person, provided that such first Person does not in any way, either directly or indirectly, (a) manage or exercise Control over such second Person or otherwise take any part in such second Person’s business or (b) seek to influence the management or policies of such second Person.

“**Person**” means any natural person, corporation, partnership, joint stock company, joint venture, limited liability company, association, trust, unincorporated organization or other entity, including any Governmental Authority.

“**Proprietary Marks**” means the trademarks, service marks, trade names, logos, emblems, designs, devices and indicia of origin that were, are or hereafter become owned, used or licensed or sublicensed for use by or on behalf of Franchisor or any of its Affiliates in connection with the System Restaurants.

“**Representative**” means, as to any Person, such Person’s shareholders, members, partners, directors, officers, managers, employees, agents and representatives.

“**Restricted Area**” means the United States of America (including its territories and possessions).

“**Restricted Period**” means (a) in the case of any member of the Franchise Group and any Franchisee, the Term and the period of two (2) years following the expiration of the Term and (b) in the case of any Covered Persons (other than any member of the Franchise Group and any Franchisee), the time period that such Covered Person remains a Covered Person and the period of one (1) year thereafter; provided, however, that if any member of the Franchise Group or any Franchisee or other Covered Person breaches or violates any of its covenants or agreements in Section 2.05(b), such period shall automatically be extended by the period of time

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during which such party is in breach or violation of its covenants or agreements in Section 2.05(b).

**“Restricted Persons”** means any of the following: (a) the government of any country that is subject to an embargo imposed by the United States government; (b) Persons that are, or are located in or organized under the laws of any country that is, subject to an embargo imposed by the United States government; (c) individuals that ordinarily reside in any country that is subject to an embargo imposed by the United States government; (d) Persons involved in business arrangements or other transactions with any country or Person that is subject to an embargo imposed by the United States government; and (e) Persons identified from time to time by any Government Authority as a Person with whom dealings and transactions by Franchisor and/or its Affiliates are prohibited or restricted under applicable Law, including Persons designated on the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers) and similar restricted-party listings, including those maintained by other governments pursuant to applicable United Nations, regional or national trade or financial sanctions.

**“Specifically-Identified Competitive Restaurants”** means any of the following restaurants: Arby’s, BurgerFi, Burger King, Carl’s Jr., Checkers, Chick-fil-A, Church’s Chicken, Culver’s, Dairy Queen, Five Guys Burgers and Fries, The Habit Burger Grill, Hardee’s, In-N-Out Burger, Jack-in-the-Box, Kentucky Fried Chicken (KFC), McDonald’s, Panera Bread, Popeyes, Raising Cane’s, Rally’s, Shake Shack, Smashburger, Sonic, Steak ‘n Shake, Whataburger, White Castle, and Zaxby’s.

**“System Restaurants”** means any restaurants or other commercial establishments offering food and beverage items at retail that are directly or indirectly owned or operated by (a) Franchisor or any of its current or future Affiliates, (b) any other Person pursuant to or in connection with any franchise agreement or similar agreement with Franchisor or any of its current or future Affiliates or (c) any joint venture, partnership or similar arrangement in which Franchisor or any of its current or future Affiliates participates.

## ARTICLE II

### COVENANTS OF THE PARTIES

#### Section 2.01 Franchise Group.

(a) Each member of the Franchise Group hereby represents and warrants to Franchisor that, as of the Effective Date, the Franchise Group has a consolidated net worth of at least \$\_\_\_\_\_. During the Term of this Agreement, the Franchise Group shall at all times maintain a consolidated net worth of not less than \$\_\_\_\_\_.

(b) Each member of the Franchise Group hereby represents and warrants to Franchisor that, as of the Effective Date, no Covered Person (i) has entered a plea of guilty or nolo contendere to, or has been charged or indicted with or convicted of, a felony, (ii) has engaged in any acts of moral turpitude, dishonesty, theft or unethical business conduct, or (iii) is a Restricted Person.



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(c) During the Term, each member of the Franchise Group agrees to, and agrees to cause the other Covered Persons to, adhere to the highest standards of honesty, integrity and fair dealing in all dealings with the public and to operate the Covered Business in strict compliance with all applicable Laws. Without limiting the generality of the foregoing, during the Term, no member of the Franchise Group shall, or shall permit or allow any other Covered Person to, (i) enter a plea of guilty or nolo contendere to, or be charged or indicted with or convicted of, a felony or (ii) engage in acts of moral turpitude, dishonesty, theft or unethical business conduct. If, at any time during the Term, any member of the Franchise Group or any other Covered Person takes or becomes subject to one of the actions or conditions specified in clauses (i) or (ii) above, the Franchise Group acknowledges and agrees that such action or condition shall constitute a breach of the Covered Franchise Agreements that shall entitle Franchisor or its applicable Affiliates to terminate any or all of such Covered Franchise Agreements (provided that, in the case of the president/chief executive officer/equivalent officer, the chief financial officer/equivalent officer and chief operations officer/equivalent officer of \_\_\_\_\_, the Franchise Group shall have a reasonable opportunity to replace such person, in which case there shall be no violation or breach of this Section 2.01 or the Covered Franchise Agreements).

(d) Each member of the Franchise Group represents and warrants to Franchisor that, as of the Effective Date and at all times during the Term, no Covered Person, nor any officer, director or, to the Franchise Group's knowledge, employee, or funding source of any of the foregoing is or will be a Restricted Person. Further, during the Term, no member of the Franchise Group shall, or shall permit any other Covered Person to, knowingly hire, retain, employ or otherwise engage the services of (i) any Person in contravention of the U.S.A. Patriot Act or any other Law pertaining to immigration or terrorism or (ii) any other legally prohibited Person. Each member of the Franchise Group acknowledges and agrees that any breach or inaccuracy of the representations, warranties and covenants set forth in this Section 2.01(d) shall constitute a breach of the Covered Franchise Agreements that shall entitle Franchisor or its applicable Affiliates to terminate any or all of such Covered Franchise Agreements.

(e) Each member of the Franchise Group agrees to immediately notify Franchisor in writing upon the occurrence of any event of any kind that (i) would, or could reasonably be expected to, render any of the representations or warranties set forth in this Section 2.01 to be or become inaccurate or misleading or (ii) would constitute or could reasonably be expected to result in a breach or nonperformance of any of the covenants or agreements set forth in this Section 2.01.

### Section 2.02 Approved Operator.

(a) Each member of the Franchise Group acknowledges and agrees that an individual designated by Franchisee and approved by Franchisor shall be required to supervise the operation of the Covered Restaurants in a designated market area (“**DMA**”) throughout the entire term of the related Covered Franchise Agreements (such individuals and any replacements thereof hired pursuant to this Section 2.02(a), an “**Approved Operator**”). At all times during the Term of this Agreement, the Franchise Group shall cause such an Approved Operator to (i) be employed on a full-time basis in connection

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with the Covered Restaurants in his or her DMA and (ii) have the primary responsibility and authority to control the day-to-day management and operations of each of the Covered Restaurants.

(b) If at any time during the Term, an Approved Operator (i) is no longer employed on a full-time basis in connection with any of the Covered Restaurants in his or her DMA for any reason or (ii) no longer has primary responsibility and authority to control the day-to-day management and operations of any of the Covered Restaurants (each of clauses (i) and (ii) above, an “**Approved Operator Termination**”), then the Franchise Group shall, as soon as reasonably practicable but in no event later than sixty (60) calendar days after such Approved Operator Termination, replace such Approved Operator with a similarly-qualified individual with significant managerial experience in quick-service restaurant operations to serve as a replacement Approved Operator, provided that the hiring of any such replacement Approved Operator shall be subject to Franchisor’s prior written consent and approval. Any failure by the Franchise Group to replace an Approved Operator within sixty (60) days after an Approved Operator Termination shall constitute a breach of the Covered Franchise Agreements that will entitle Franchisor or its applicable Affiliates to terminate any or all of such Covered Franchise Agreements.

### Section 2.03 Guaranty Agreements; Confidentiality/Non-Competition Agreements.

(a) From and after the Effective Date, as requested by Franchisor from time to time, each member of the Franchise Group shall execute and deliver such guaranty agreements on Franchisor’s current form as Franchisor may request pursuant to which, among other things, each member of the Franchise Group shall jointly and severally guarantee the obligations of the Franchisee under the Covered Franchise Agreements.

(b) From and after the Effective Date, as requested by Franchisor from time to time, each member of the Franchise Group shall, and shall cause any Covered Person designated by Franchisor to, execute and deliver such confidentiality/non-competition agreements on Franchisor’s current form as Franchisor may request pursuant to which, among other things, such Covered Persons shall agree to be bound by the confidentiality and non-compete restrictions set forth therein.

### Section 2.04 Confidentiality.

(a) Each member of the Franchise Group hereby covenants and agrees, on behalf of themselves and each other Covered Person, that, during the Term and for a period of two (2) years thereafter, each Covered Person shall, and shall cause each Permitted Disclosee (as defined below) to, (i) keep confidential the Confidential Information, and (ii) not use, duplicate or disclose, or permit the use, duplication or disclosure of, any of the Confidential Information in any manner whatsoever, other than for the sole purpose of conducting the Covered Business, provided that Confidential Information may be disclosed by such Covered Person to its Representatives who need to know such information for the sole purpose of conducting the Covered Business (each, a “**Permitted Disclosee**”) if such Permitted Disclosee abides by the restrictions set forth in this Section 2.04(a). The Parties acknowledge and agree that each member of the

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Franchise Group shall jointly and severally be responsible for any breach of this Section 2.04(a) by any Covered Person, Permitted Disclosee or any of their respective Representatives.

(b) At all times after the Effective Date, the Franchise Group shall implement and maintain, and shall cause each other Covered Person or Permitted Disclosee to implement and maintain, appropriate firewalls and data protection and segregation arrangements to prevent the disclosure or use of any Confidential Information in violation of this Section 2.04.

(c) Each member of the Franchise Group acknowledges and agrees that any breach of this Section 2.04 shall constitute a separate breach under the Covered Franchise Agreements that shall entitle Franchisor or its applicable Affiliates to terminate any or all of such Covered Franchise Agreements.

### Section 2.05 Competing Interests.

(a) Each member of the Franchise Group hereby represents and warrants to Franchisor, as of the Effective Date, that no Covered Person, either directly or indirectly, for itself or in conjunction with any other Person or Persons, owns, maintains, advises, helps, invests in, makes loans to, operates, engages in, is employed by, has any interest in, participates in any capacity in, or is connected in any manner (by license arrangements, franchise arrangements or otherwise) with, any Competing Business.

(b) Each member of the Franchise Group specifically acknowledges that, after the Effective Date, the Covered Persons may receive valuable specialized training and/or confidential information, including information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System Restaurants. In consideration of the foregoing, each member of the Franchise Group covenants, on behalf of themselves and the other Covered Persons, that without the prior written consent of Franchisor (which consent may be withheld for any or no reason), none of the Covered Persons shall, during the Restricted Period, either directly or indirectly, for themselves or in conjunction with any Person or Persons:

(i) divert or attempt to divert any business or customer of any System Restaurant to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System Restaurants;

(ii) own, maintain, advise, help, invest in, make loans to, lease assets or properties to, operate, engage in, be employed by, have any interest in, participate in any capacity in, or be connected in any manner (by license arrangements, franchise arrangements or otherwise) with, any Competing Business; provided, however, that nothing in this subsection (ii) shall prohibit the Covered Persons from (A) collectively owning less than two percent (2%) of any class of securities of any publicly-traded corporation conducting a Competing Business provided that such securities are held as a Passive Investment, (B) continuing to lease or sublease any assets or properties to a Competing

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Business that are being so leased or subleased as of the Effective Date pursuant to an existing lease or sublease agreement;

(iii) sell, assign, transfer, lease or sublease, or otherwise grant possession of, any Covered Restaurant or other System Restaurant that is or was owned or operated (whether in whole or in part or directly or indirectly) by any Covered Person (collectively, a “**Restricted Restaurant**”), or any real estate or location on which a Restricted Restaurant is or was operated, to any Person that intends to, or could reasonably be expected to, utilize or facilitate the use of such restaurant, real estate or location to conduct a Competing Business thereat; or

(iv) solicit or attempt to solicit any officer, director or employee of Franchisor or its Affiliates with whom Franchise Group of any Covered Person had contact through the Franchisor/Franchisee relationship, excluding any restaurant level employees, without the prior written consent of Franchisor during the term of their employment or for a period of twelve (12) months thereafter. This restriction is not intended to prohibit an individual from responding to a generic job posting or advertisement.

(c) Without limiting the generality of Section 4.12, the Parties agree that (i) each of the covenants contained in this Section 2.05 shall be construed as independent of any other covenant or provision of this Agreement and (ii) if all or any portion of any such covenant is held to be unenforceable by a Governmental Authority having valid jurisdiction in a final non-appealable order or judgment to which Franchisor is a party, such Governmental Authority is hereby empowered to revise and/or reconstrue such covenant to fall within permissible legal limits rather than invalidate any such covenant in its entirety. Each member of the Franchise Group agrees to be bound by any lesser covenant subsumed within the terms of such covenants that imposes the maximum duty permitted by Law as if the resulting covenant were separately stated in and made a part of this Section 2.05.

(d) Each member of the Franchise Group acknowledges and agrees that (i) any violation of the covenants contained in Section 2.05(b)(ii) will conclusively be deemed to have involved the unauthorized use or disclosure of Confidential Information in violation of Section 2.04, and (ii) any breach of this Section 2.05 shall constitute a breach under the Covered Franchise Agreements that shall entitle Franchisor or its applicable Affiliates to terminate any or all of such Covered Franchise Agreements.

Section 2.06 No Initial Public Offering or Other Distributions of Securities. During the Term of this Agreement, no member of the Franchise Group shall, and the Franchise Group shall cause the other Covered Persons not to, (a) (i) make a public offering or broadly disseminated general private distribution of the debt securities or Capital Stock of any Covered Person, (ii) register the debt securities or Capital Stock of any Covered Person with or otherwise become required to file reports under the securities laws of the United States or any other country or any state or political subdivision thereof or (iii) voluntarily file periodic reports under the securities laws of the United States or any other country or any state or political subdivision thereof, or (b) facilitate or assist any other Person in doing the same. Each member of the Franchise Group acknowledges and agrees that any breach of this Section 2.06 shall constitute a breach under the

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Covered Franchise Agreements that shall entitle Franchisor or its applicable Affiliates to terminate any or all of such Covered Franchise Agreements.

### ARTICLE III

#### OTHER AGREEMENTS AND UNDERSTANDINGS

Section 3.01 Annual Business Plans. On or before November 1 of each year during the Term, the Franchise Group shall submit to Franchisor for its approval a consolidated business plan for the Covered Business, including an operating budget (including a detailed description of funding sources), a marketing and advertising plan for the Covered Restaurants and a development plan for future Covered Restaurants (collectively, a “**Business Plan**”) for the immediately-succeeding calendar year and a Business Plan for the immediately-succeeding three (3) calendar-year period. All submissions will contain such information and shall be in such format as Franchisor may require from time to time including, without limitation, a timeline for the reimagining of the interior and exterior of all Covered Restaurants in accordance with Franchisor’s then-current reimagining design plans, specifications, and standards. Franchisor agrees that it will not disclose the contents of the Business Plan to any third parties without the consent of the Franchise Group.

Section 3.02 Brand Initiatives.

(a) Each member of the Franchise Group acknowledges that it supports Franchisor’s current brand positioning and related brand-building initiatives and agrees that, in its and the other Covered Persons’ operation of the Covered Restaurants following the Effective Date, the Franchise Group and other Covered Persons shall align with Franchisor in such matters and shall act in a manner consistent with such initiatives and future brand-building initiatives, including with respect to (i) participation in The Wendy’s National Advertising Program, Inc., and (ii) membership in the Quality Supply Chain Co-op, Inc. and/or any local advertising cooperatives, to the extent applicable.

(b) Without limiting the generality of Section 3.02(a), each member of the Franchise Group agrees that it will align and cooperate with Franchisor and act in a manner consistent with Franchisor’s initiatives and requests, which in each case Franchisor agrees to use its reasonable business judgment when implementing, with respect to such items as (i) reimagining the Covered Restaurants, (ii) technology, (iii) a customer loyalty program, (iv) participation in market tests or other tests that Franchisor may from time to time wish to conduct at the Covered Restaurants, (v) sharing, or providing access to, financial, transactional, operational, test market and other data as Franchisor may request with respect to the Covered Business, (vi) the potential consolidation of local advertising agencies used by local advertising cooperatives for System Restaurants throughout the United States, or transfer of local advertising spend to national, (vii) support and execution of the national menu, and (viii) participation in brand-recommended marketing initiatives and promotions, including brand-recommended pricing; provided that, notwithstanding this Section 3.02(b)(viii), the Franchise Group retain their right (subject to the Franchise Group’s obligations under the Covered Franchise Agreements) to modify their pricing on any of the Franchisor’s marketing initiatives or promotions if (a) the Franchise Group has reasonably cooperated

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in implementing the Franchisor's marketing initiatives and requests at the brand-recommended pricing, and (b) the Franchise Group has determined, after consultation with Franchisor, that continued participation with such marketing initiatives and promotions at the brand-recommended pricing may have an adverse effect on the Franchise Group.

Section 3.03 Actions Requiring Franchisor's Approval. In addition to any actions requiring the consent or approval of Franchisor under any of the Covered Franchise Agreements, any proposed sale/leaseback transaction affecting any of the Covered Restaurants, and/or any debt restructuring transaction affecting the Covered Business, must be submitted to Franchisor for its written consent and approval prior to commencement of such transaction, which consent and approval shall not be unreasonably withheld.

### Section 3.04 Other Business Interests.

(a) Each member of the Franchise Group represents, warrants, and agrees that the Covered Businesses is, and will at all times be, operated separately from the operation of any other business owned or operated by one or more members of the Franchise Group or any their respective Affiliates ("**Other Business**") such that: (i) the ownership of any Other Business will be held by one or more legal entities that are separate from the legal entity or entities owning the Covered Business (subject to their common ownership by one or more members of the Franchise Group); (ii) none of the assets of the Covered Business or Capital Stock of a Franchisee or any of its Affiliates will serve as collateral or security for any loan or other financing arrangement associated with any Other Business and vice versa; (iii) the day-to-day operation of the Other Business will be conducted by Persons separate from the Persons responsible for the day-to-day operation of the Covered Business (subject to certain shared services for the businesses); and (iv) the Franchise Group shall implement and maintain appropriate policies and procedures to prevent any Confidential Information from being disclosed to or used by any Persons responsible for the day-to-day operation of any Other Business in violation of Section 2.04 of this Agreement.

(b) *[Representations, Warranties, and Indemnity. The Franchise Group hereby represents and warrants to Franchisor that (i) any member of the Franchise Group's or any of their respective Affiliates' consummation of the Proposed Transaction or the subsequent ownership and operation of the Proposed Transferred Restaurants and future System Restaurants by a Franchisee do not constitute a default under or result in any breach or violation of any franchise, license, or similar agreement entered into by one or more members of the Franchise Group or any of their respective Affiliates with respect to any Other Business, and (ii) and, as of the date of the Effective Date, no member of the Franchise Group or any of their respective Affiliates has received a written notice from the franchisor or licensor of any Other Business or any other party on behalf of the franchisor or licensor of any Other Business asserting that any member of the Franchise Group's or any of their respective Affiliates' consummation of the Proposed Transaction or the subsequent ownership and operation of the Proposed Transferred Restaurants and future System Restaurants by a Franchisee constitutes a default under, or will result in a breach or violation of, any franchise, license, or similar agreement entered into by one or more members of the Franchise Group or any of their*

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*respective Affiliates with respect to any Other Business. The Franchise Group hereby agree to jointly and severally indemnify, defend, and hold harmless Franchisor and its Affiliates from and against any and all claims made by the franchisor or licensor of any Other Business arising out of a default under or a breach or violation of any franchise, license, or similar agreement entered into by one or more members of the Franchise Group or any of their respective Affiliates with respect to any Other Business as a result of any member of the Franchise Group's or any of their respective Affiliates' consummation of the Proposed Transaction or the subsequent ownership and operation of the Proposed Transferred Restaurants and future System Restaurants by a Franchisee.]*

(c) Each member of the Franchise Group acknowledges and agrees that any breach of Section 3.04(a) [or Section 3.04(b)] of this Agreement shall constitute a separate breach under the Covered Franchise Agreements that shall entitle Franchisor or its applicable Affiliates to terminate any or all of such Covered Franchise Agreements.

**Section 3.05 Leverage Limitations.** On the Effective Date and at all times during the Term, the Franchise Group shall meet and maintain the following financial requirements in respect of the Covered Business:

- (a) a fixed charge coverage ratio (“FCCR”)  $\geq 1.1$ ; and
- (b) a lease adjusted leverage ratio (“LALR”)  $\leq [5.75x/6.00x]$ .

For purposes of this Agreement, FCCR and LALR will be calculated as set forth in Franchisor's Global Transaction Policy dated June 25, 2021, as may be amended from time-to-time during the Term by Franchisor provided any such amendments apply consistently to all franchisees of System Restaurants in the U.S.

## ARTICLE IV

### GENERAL PROVISIONS

**Section 4.01 Duration; Termination.** This Agreement shall commence on the Effective Date and continue in full force until the expiration or termination of all Covered Franchise Agreements, including all extensions or renewals thereof (the “Term”); provided, however, that notwithstanding the expiration of the Term, any obligations under this Agreement, which expressly or by their nature survive the expiration or termination of this Agreement, shall continue in full force and effect until they are satisfied in full or by their nature expire, including, without limitation, the non-compete provisions.

**Section 4.02 Conflicts.** The agreements, covenants, conditions and restrictions (including any approval or consent requirements) set forth herein supersede and replace any agreements, covenants, conditions and restrictions addressing or related to the same subject matter contained in any of the Covered Franchise Agreements, the Development Agreement, or any other related ancillary agreements. For the avoidance of doubt, in the event of a conflict between the terms of this Agreement and any of the Covered Franchise Agreements, the

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Development Agreement, or any other related ancillary agreements, the terms of this Agreement shall control.

Section 4.03 Governing Law. This Agreement and all transactions contemplated hereby, and all claims and defenses arising out of or relating to any such transaction or this Agreement or the formation, breach, termination or validity of any part of this Agreement, shall in all respects be governed by, and construed in accordance with, the Laws of the State of Ohio without giving effect to any conflicts of Law principles of such state that would apply the Laws of another jurisdiction.

### Section 4.04 Disputes.

(a) Subject to Section 4.05 and Franchisor's right to terminate as provided in this Agreement, Franchisor and the Franchise Group agree to meet and attempt to resolve in good faith any controversy, dispute or claims that may arise among them out of or related to this Agreement or any of the agreements, commitments or restrictions contemplated hereby.

(b) If any such dispute is not resolved within sixty (60) days of one Party providing written notice, then Franchisor and the Franchise Group agree that such dispute shall be subject to non-binding mediation administered by the American Arbitration Association under its Commercial Mediation Procedures. Such nonbinding mediation shall be conducted in Franklin County in the State of Ohio. If such dispute is still not resolved within ninety (90) days of any Party commencing nonbinding mediation, such dispute shall be subject to the exclusive jurisdiction of any federal or state courts located in Franklin County in the State of Ohio.

(c) In furtherance of the foregoing, each Party to this Agreement hereby irrevocably and unconditionally: (i) submits itself and its property to the exclusive jurisdiction of any federal or state court sitting in Franklin County in the State of Ohio in any action directly or indirectly arising out of or relating to this Agreement, the transactions contemplated by this Agreement, or the formation, breach, termination or validity of this Agreement and agrees that, except as otherwise provided in Section 4.04(b) or Section 4.05, all claims in respect of any such action shall be heard and determined solely in such court; (ii) consents that any such action shall be brought in such court and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such action in such court or that such court is an inconvenient forum for the action and agrees not to assert, plead or claim the same; (iii) agrees that the final judgment of such court shall be enforceable in any court having jurisdiction over the relevant Party or any of its assets; (iv) agrees that service of process in any such action may be effected by mailing a copy of such process by registered or certified mail (or any substantially-similar form of mail), postage prepaid, to such Party at its address as provided in Section 4.10; and (v) agrees that nothing in this Agreement shall affect the right to effect service of process in any other manner permitted by the applicable rules of procedure. For the avoidance of doubt, nothing in this Section 4.04(c) is intended to modify the obligations of the Parties under Section 4.04(a) or Section 4.04(b).



## EXHIBIT D

(d) EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (I) NO OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY HERETO UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY HERETO MAKES THIS WAIVER VOLUNTARILY AND (IV) EACH PARTY HERETO HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS OF THIS SECTION 4.04(D). ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 4.05 Injunctive Relief. Each member of the Franchise Group acknowledges on behalf of itself and each of its Affiliates that any violation of the covenants and agreements of the Franchise Group in Article II of this Agreement (including but not limited to Section 2.05) would result in irreparable injury to Franchisor for which no adequate remedy at law may be available. Accordingly, each of the Parties agrees that, without the necessity of posting bonds or other undertaking, Franchisor, as an alternative or supplement to nonbinding mediation pursuant to Section 4.04, shall be entitled to obtain in any court of competent jurisdiction any injunctive relief, including temporary restraining orders and preliminary injunctions, against breach or threatened breach of any of the covenants and agreements in Article II of this Agreement and to enforce specifically the terms and provisions of Article II, in addition to any other remedy to which Franchisor is entitled at law or in equity. The Parties further agree that (a) by seeking any remedy provided for in this Section 4.05, Franchisor shall not in any respect waive its right to seek any other form of relief that may be available to it under this Agreement and (b) nothing contained in this Section 4.05 shall require Franchisor to institute any action for (or limit Franchisor's right to institute any action for) injunction or specific performance under this Section 4.05 before exercising any other right under this Agreement.

Section 4.06 Attorneys' Fees. The prevailing Party in any dispute between or among the Parties shall be entitled to recover from the non-prevailing Party or Parties its reasonable attorneys' fees and costs, including the costs of enforcement of any award, and costs of any action to enforce or interpret this Agreement, whether or not for injunctive relief.

Section 4.07 Written Consent.

(a) Whenever this Agreement requires Franchisor's prior approval or consent, the Franchise Group shall make a timely written request to Franchisor. In order to be effective hereunder, all such approvals or consents granted by Franchisor must (a) be in

## EXHIBIT D

writing and signed by an authorized officer of Franchisor and (b) expressly reference this Agreement and the specific Section or subsection of this Agreement pursuant to which such approval or consent is being issued.

(b) For the avoidance of doubt, nothing herein shall be deemed to constitute an approval by or consent from Franchisor or any of its Affiliates of any particular acquisition or development transaction by the Franchise Group and/or its Affiliates, including the Proposed Transaction. Any such approval or consent by Franchisor shall be effective only when given in writing and executed by an authorized officer of Franchisor.

Section 4.08 No Warranties. Each member of the Franchise Group hereby acknowledges and agrees that neither Franchisor nor any of its Affiliates or any of their respective Representatives makes any representations or warranties of any kind or nature whatsoever, oral or written, express or implied, in connection with this Agreement, any of the transactions contemplated hereby, the Proposed Transaction or any other System Restaurants that may hereafter be acquired or developed, directly or indirectly or in whole or in part, by any member of the Franchise Group or any of their respective Affiliates, upon which any member of the Franchise Group has relied or will rely. Without limiting the generality of the foregoing, each member of the Franchise Group acknowledges and agrees that, by providing any waiver, approval or consent hereunder or in connection with this Agreement, Franchisor and its Affiliates are not making any representation, warranty or guaranty with respect to the subject matter of such waiver, approval or consent, and assume no liability or obligation to any member of the Franchise Group or any of its Affiliates or Representatives in connection therewith.

Section 4.09 Non-Waiver. No delay, waiver, omission, or forbearance on the part of Franchisor to exercise any right, option, duty, or power arising out of any breach or default by the Franchise Group (or any member(s) thereof) under any of the terms, provisions, covenants, or conditions of this Agreement shall constitute a waiver by Franchisor to enforce any such right, option, duty, or power as against the Franchise Group (or any member(s) thereof), or as to subsequent breach or default by the Franchise Group (or any member(s) thereof). Subsequent acceptance by Franchisor of any payments owed to it shall not be deemed to be a waiver by Franchisor of any preceding breach by the Franchise Group (or any member(s) thereof) of any terms, provisions, covenants, or conditions of this Agreement.

Section 4.10 Notices. All notices, requests, demands and other communications required or permitted by this Agreement shall be in writing and shall be deemed to have been duly given upon (a) actual delivery, if delivered by personal delivery, (b) one (1) business day after deposit with an overnight courier service for next-day delivery, with service prepaid, or (c) actual delivery if transmitted by email during normal business hours (8:00 a.m. - 5:00 p.m., local time) for the recipient with receipt confirmed, provided that the same notice is also deposited on the same day with an overnight courier for next-day delivery, with service prepaid, in each case as follows (or at such other address for a Party as shall be specified by like notice to the other Parties):

**EXHIBIT D**

If to Franchisor, to:

Quality Is Our Recipe, LLC  
One Dave Thomas Blvd.  
Dublin, OH 43017  
Attention: Chief Legal Officer  
Email: franchise.legal@wendys.com

If to the Franchise Group, to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

Section 4.11 Entire Agreement. This Agreement, together with the Covered Franchise Agreements, the Development Agreement, and any other related ancillary agreements, constitutes the entire, full, and complete agreement among the Parties concerning the subject matter of this Agreement and incorporates all prior negotiations and understandings. There are no covenants, promises, agreements, representations, warranties, conditions or understandings, either oral or written, among the Parties or their respective Affiliates relating to the subject matter of this Agreement, other than those set forth herein or in the Covered Franchise Agreement, the Development Agreement, or any other related ancillary agreements. No amendment, change, or variance from this Agreement shall be binding on any Party unless set forth in a written instrument executed by each of the Parties.

Section 4.12 Severability. Except as expressly provided to the contrary herein, each Section, paragraph, term and condition of this Agreement shall be considered severable and if, for any reason, any provision of this Agreement is held to be invalid or contrary to, or in conflict with, any applicable present or future Law in a final, non-appealable ruling issued by any Government Authority with competent jurisdiction in a proceeding to which Franchisor is a party (“**Unenforceable Provision**”), that ruling shall not impair the operation of, or have any other effect upon, other terms and conditions of this Agreement, which shall continue to be given full force and effect and bind the Parties. Notwithstanding the foregoing, in the event that the severance of an Unenforceable Provision shall materially and adversely affect Franchisor’s rights under this Agreement, then Franchisor shall have the right to terminate this Agreement upon thirty (30) days’ notice in writing to the Franchise Group; provided, however, that if the Parties are able to agree upon alternative enforceable provisions that will have the same practical effect as the Unenforceable Provision during such 30-day period, the new provision shall be incorporated in this Agreement and Franchisor’s notice seeking to terminate this Agreement under the provisions of this Section 4.12 by reason of that particular event shall be deemed rescinded and of no further force and effect.

Section 4.13 No Benefit to Third Parties. Except as expressly provided to the contrary in this Agreement, nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

## EXHIBIT D

Section 4.14 Interpretation. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender or the neuter shall be held to include the other gender or the neuter as the context requires; (b) references to the terms Article, Section or subsection are references to the Articles, Sections or subsections of this Agreement unless otherwise specified; (c) the word “including” and words of similar import shall mean “including without limitation,” unless otherwise specified; (d) the word “or” shall not be exclusive; (e) the words “herein,” “hereof,” “hereunder” or “hereby” and similar terms are to be deemed to refer to this Agreement as a whole and not to any specific Section; (f) this Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted; (g) if a word or phrase is defined, the other grammatical forms of such word or phrase have a corresponding meaning; (h) the headings of the Sections and Articles of this Agreement are inserted for convenience of reference only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement; (i) references to any statute, listing rule, rule, standard, regulation or other Law include a reference to (A) the corresponding rules and regulations and (B) each of them as amended, modified, supplemented, consolidated, replaced or rewritten from time to time; (j) references to any section of any statute, listing rule, rule, standard, regulation or other Law include any successor to such section; (k) references to any Person include such Person’s predecessors or successors, whether by merger, consolidation, amalgamation, reorganization or otherwise; (l) references to any contract (including this Agreement) are to the contract as amended, modified, supplemented or replaced from time to time, unless otherwise stated; (m) each representation, warranty, covenant, agreement and condition contained in this Agreement and in each of the other agreements, documents and instruments contemplated hereby will be deemed to have independent significance; and (n) the provisions of this Agreement shall be interpreted by Franchisor in a commercially reasonable manner.

Section 4.15 Joint and Several Obligations. The liability and obligations of each member of the Franchise Group hereunder (including any such liability resulting from a breach of any covenants or agreements contained herein by any Covered Person) shall be joint and several with each of the other members of the Franchise Group.

Section 4.16 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument. Electronic and facsimile signatures, including scanned signatures or the use of a key pad, mouse, or other device to select an item, button, icon or similar act/action, will be considered as binding and conclusive as if original; provided, however, that upon request of any other party hereto, the party so executing must use all commercially reasonable efforts to furnish to such other party the manually executed version of this Agreement at the earliest opportunity.

Section 4.17 Public Announcements. None of the Parties shall issue any press release or other public statement relating to this Agreement without the prior written approval of the other Parties, except for any public statement required under applicable Law. With respect to any such public statement required by applicable Law, each Party shall provide the other Party a reasonable opportunity to review and comment upon any such statement prior to its issuance. Notwithstanding the foregoing, the Franchise Group acknowledges and agrees that Franchisor

## EXHIBIT D

may issue one or more press releases or other public statements relating to the consummation of the Proposed Transaction without the prior written approval of the Franchise Group.

Section 4.18 Disclosure of Agreement. The Parties shall keep confidential and not disclose to any third person the existence or any terms of this Agreement or information with respect to the transactions contemplated by this Agreement that are not generally known to the public. Notwithstanding the foregoing, the Parties shall be permitted to disclose such information: (a) to the extent required under applicable Law (including reporting requirements applicable to public companies or franchisors), (b) to any Person on a “need to know” basis whose assistance is required to consummate the transactions described in this Agreement, provided that the disclosing Party advises such Person of the confidential nature of such information and uses commercially reasonable efforts to cause such Person to maintain the confidentiality of such information, (c) to the extent necessary or reasonably appropriate in connection with the enforcement of any right or remedy relating to this Agreement, and (d) in compliance with Section 4.17.

Section 4.19 Successors and Assigns; Restrictions on Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors in interest and permitted assigns. Franchisor may, without the consent of the other Parties, assign this Agreement or any of its rights or obligations hereunder to any of its Affiliates or to any successor in interest (whether by purchase, merger, consolidation, conversion or otherwise) to all or substantially all of its business operations and/or assets. This Agreement shall not be assignable or transferable in whole or in part by the Franchise Group (or any member(s) thereof) except upon the express prior written consent of Franchisor. No such assignment by the Franchise Group (or any member(s) thereof) shall relieve such Party of any of its obligations hereunder, except as provided herein. Any attempted assignment or transfer by the Franchise Group (or any member(s) thereof) in contravention of this Section 4.19 shall be null and void.

*[Remainder of page intentionally blank]*

**EXHIBIT D**

IN WITNESS WHEREOF, each of the undersigned Parties has caused this Agreement to be duly executed as of the Effective Date.

**FRANCHISOR:**

**QUALITY IS OUR RECIPE, LLC**

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

Name:

Title:

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

Name:

Title:

Legal Dept. \_\_\_\_\_

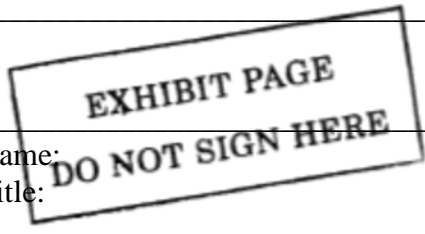
**FRANCHISE GROUP:**

\_\_\_\_\_

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

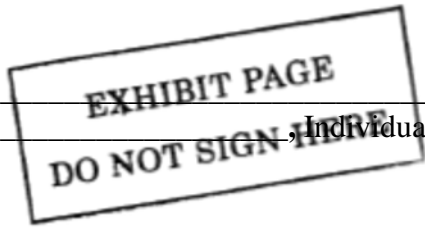
Name:

Title:



\_\_\_\_\_, Individually

\_\_\_\_\_, Individually



\_\_\_\_\_, Individually



# NEW BUILD MINIMUM REQUIREMENTS<sup>1</sup>

This document is NOT an all-inclusive list; refer to guideline drawings & tools for additional details. **SMART 2.0** SEPTEMBER 2020

EXTERIOR DESIGN <sup>2</sup>	INTERIOR DESIGN <sup>2</sup>	TECHNOLOGY <sup>4 5</sup>	SUPPLIER	INSTALLATION	
<p>Site plan approval from the Site Engineering Team is required prior to submitting for jurisdictional review or going to permit.</p> <p>Design package approval from the Design Team is required prior to submitting for jurisdictional review or going to permit.</p> <ul style="list-style-type: none"> <li>Exterior Brand Package                             <ul style="list-style-type: none"> <li>Full Blade Wall</li> <li>(2) Pick-up Windows (PUW)</li> <li>Building/Blade Lighting (refer to Guideline Set)</li> </ul> </li> <li>Current Brand Signage                             <ul style="list-style-type: none"> <li>Building Signs</li> <li>Site Signs (pylon/monument)</li> </ul> </li> <li>Rotating 5-panel topper Menu board (RM5200), Freestanding Order Confirmation Display (OCD) &amp; Rotating Pre-sell Board (RM1700)<sup>3</sup></li> <li>Landscaping (refer to Civil Guideline Set &amp; Landscape Guide)</li> <li>Raised Pavement at PUW</li> </ul>	<p>Design package approval from the Design Team is required prior to submitting for jurisdictional review or going to permit.</p> <ul style="list-style-type: none"> <li>UM Bright Seating Package</li> </ul> <p><b>NOTE: No Fireplace or TV</b></p> <ul style="list-style-type: none"> <li>UM Bright Drink Station with Self-Serve Cups</li> <li>Condiment Holder at each Table Top</li> <li>Ceramic Concrete-Look Floor Tile</li> <li>Counterclockwise Queue</li> <li>Separation of Order/Pay from Pick-Up</li> <li>Backlit Merchandising: Promotional &amp; Menu Boards</li> <li>Coca-Cola Freestyle® at the PUW<sup>3 7 9</sup></li> <li>Coca-Cola Freestyle® in Dining Room with Approved Above-Unit Ice Maker &amp; Chase<sup>7</sup></li> <li>UM Bright Art Pack (restaurant décor)</li> <li>UM Bright Lighting Package</li> <li>Baby Changing Stations in Public Restrooms</li> <li>Family Restrooms<sup>6</sup></li> <li>Community Sink &amp; Mirror</li> <li>Hands-Free Fixtures &amp; Hands-Free Towel Dispensers in Public Areas</li> </ul>	<p>4 POS, 1 Front Runner Screen, and 6 Kitchen Video Systems (KVS)</p> <p>NOTE: Additional POS required for any restaurant with a Y-lane</p> <p>Payment: WePayment (P2PE), 1 PED per CTSO &amp; each POS supporting the CTSO, and 2 PUW PEDs<sup>3</sup></p> <p>Associated hardware: POE switch, bracket, small form factor PC PUW timer &amp; PUW Headsets (minimum of 8)<sup>3</sup></p> <p>Sound System: Approved Speaker System (Bose/Klipsch), Black required in dining area, restrooms, exterior of main entry &amp; patio (if applicable) Music Content: "Pandora Personalized Music at Wendy's"</p> <p>Managed Network Service Provider &amp; Consumer Wi-Fi</p>	<p>POS Software - Aloha POS Hardware - NCR/ Panasonic KVS Hardware - NCR</p> <p>Ingenico Various - associated hardware</p> <p>Mood Media</p> <p>TrustWave/Nurax/ AT&amp;T (Wi-Fi)</p>	<p>Dumac/Bailiwick/Level 10 ONLY (OST in Canada)</p> <p>Dumac/Bailiwick/Level 10 (All can order PEDs, hardware, provide services to configure &amp; install)</p> <p>Self/Mood Media/Dumac/Bailiwick/Level 10</p> <p>Dumac/Bailiwick/Level 10</p>	
<p><b>AVAILABLE EXTERIOR UPGRADES*</b></p> <ul style="list-style-type: none"> <li>**Order Station Canopy (optional snow melt)<sup>3</sup></li> <li>**Covered Patio with Music, Furniture, Trash Receptacle, Railing &amp; Landscape Buffer (optional Radiant Heaters and/or Fans)</li> <li>**PUW Awning<sup>3</sup></li> <li>Flagpole with Flag (U.S. or Canada)</li> <li>Directional Signage</li> <li>Alternate Blade Lighting (refer to Guideline Set)</li> <li>Y-lane Drive-Thru (requires site plan approval, as well as additional drive-thru elements &amp; technology equipment)<sup>3</sup></li> <li>Alternate Building Finishes (requires Design approval)</li> </ul>		<p><b>AVAILABLE TECHNOLOGY UPGRADES</b></p> <p>**1 Customer Order Pick-up Screen (COPS)</p> <p>3 Self-Order Kiosks (CTSO), 1 COPS &amp; Expo printer required with CTSO</p> <p>Digital Merchandising: Promotional &amp; Menu Boards</p>		<p><b>SUPPLIER</b></p> <p>NCR/Other</p> <p>CTSO - Zivelo COPS - NCR/Other</p> <p>Software - Scala Hardware - NEC Displays/ IEI Players</p>	<p><b>INSTALLATION</b></p> <p>Dumac/Bailiwick/Level 10</p> <p>Dumac/Bailiwick/Level 10</p> <p>Dumac/Bailiwick/Level 10 ONLY</p>
<p><b>AVAILABLE INTERIOR UPGRADES*</b></p> <ul style="list-style-type: none"> <li>Enclosed Vestibule</li> <li>Ice/Water Dispenser (option for 55 &amp; 65 only)</li> <li>Pellet Ice Maker and Chase<sup>7</sup> (FOH &amp; BOH Ice Makers to match)</li> <li>Hand Dryers in the Restrooms<sup>2</sup></li> <li>Digital Merchandising<sup>4</sup></li> <li>Window Shades</li> </ul>		<p><b>PEOPLE/STAFFING <sup>8</sup></b></p> <p>It can be a great opportunity when reimagining your restaurant to evaluate staffing, capability and culture in your restaurant. There are a variety of optional resources and tools available on the new Employment Promises page of WeConnect that can help you ensure you have a team that is ready for when the doors reopen! Visit <a href="https://wendysportal.sharepoint.com/hr/Pages/Employment-Promises.aspx">https://wendysportal.sharepoint.com/hr/Pages/Employment-Promises.aspx</a> to check it out! You should also take the opportunity to ensure that restaurant management and crew training is completed (retraining is recommended), and that your labor plans are designed for anticipated staffing needs for your IA location. Check out the Labor Guide, available at <a href="https://wendysportal.sharepoint.com/ourwendysbusiness/operations/Documents/WendysLaborGuide.xlsx">https://wendysportal.sharepoint.com/ourwendysbusiness/operations/Documents/WendysLaborGuide.xlsx</a>, for more information.</p> <p><b>FOOTNOTES</b></p> <p>** Select upgrades are highly recommended. * Available upgrades may not be reflected in the Guideline Set. Upgrades may require Architect to modify construction documents and/or franchisee to submit for permit.</p> <ol style="list-style-type: none"> <li>Scrape &amp; Rebuild projects require completion of certain work set forth in a Facility Assessment Report (FAR) for Restaurant.</li> <li>Franchisees are solely responsible for ensuring that the design and completed construction/alteration of their restaurants comply with the requirements of all applicable federal, state, provincial, or local laws, codes, and regulations, including those of the Americans with Disabilities Act (the "ADA") and all state, provincial, or local accessibility laws and requirements. These minimum requirements and any plans, designs, layouts, or prototypes furnished by Quality Is Our Recipe, LLC, Wendy's International, LLC, Wendy's Restaurants of Canada, Inc., or any of their respective affiliates will not address the requirements of any federal, state, provincial, or local law, code, or regulation, including the ADA or any state, provincial, or local accessibility law or requirement; and any representation in regard to such law, code, regulation, or requirement is specifically disclaimed.</li> <li>Non-Traditional restaurants without a drive-thru do not need to purchase headsets or Drive-Thru specific equipment.</li> <li>All cabling for required and optional technology must use Wendy's approved hardware/software solution and must be installed by Wendy's approved certified vendors.</li> <li>Detailed information and pricing for required and optional technology can be found in Buyer's Guides on WeConnect.</li> <li>Unless local permit authorities require Men &amp; Women Restroom designation, Family Restroom designation &amp; signage preferred.</li> <li>Remote compressors are REQUIRED for ice makers.</li> <li>These resources are provided on an optional basis. Franchisees are solely responsible for developing and utilizing their own guidelines, making their own hiring, firing, and disciplinary decisions, and managing their day-to-day employment process and procedures independent of Wendy's and in compliance with all applicable laws, rules or regulations. See <a href="https://wendysportal.sharepoint.com/hr/Pages/Employment-Promises.aspx">https://wendysportal.sharepoint.com/hr/Pages/Employment-Promises.aspx</a> for more details.</li> <li>Required in the U.S. and available as an upgrade in Canada.</li> </ol> <p><i>©2020 Quality Is Our Recipe, LLC. This document is proprietary &amp; confidential. Its use is strictly limited to The Wendy's Company, Quality Is Our Recipe, LLC, and its affiliates and subsidiaries, authorized employees, agents and franchisees and their design professionals. All designs are subject to change.</i></p>			



# REMODEL MINIMUM REQUIREMENTS<sup>1</sup>

This document is NOT an all-inclusive list; refer to guideline drawings & tools for additional details.

REIMAGE 2.0

AUGUST 2020

EXTERIOR DESIGN <sup>2</sup>	INTERIOR DESIGN <sup>2</sup>	TECHNOLOGY <sup>4 5</sup>	SUPPLIER	INSTALLATION
<p>NOTE: If there are significant site changes, Site plan approval from the Site Engineering Team is required prior to submitting for jurisdictional review or going to permit.</p> <p>Design package approval from the Design Team is required prior to submitting for jurisdictional review or going to permit.</p> <ul style="list-style-type: none"> <li>Exterior Brand Package<sup>6</sup> <ul style="list-style-type: none"> <li>Full Blade Wall</li> <li>Corrugated Metal with Silver Bands</li> <li>If Existing, (2) Pick-up Windows (PUW) to remain</li> <li>Wood-look Wall Tile</li> <li>Framing Window</li> <li>Building/Blade Lighting (refer to Guideline Set)</li> </ul> </li> <li>Modify Solarium/Side-Car Roof to Dark Bronze Standing Seam</li> <li>Current Brand Signage                             <ul style="list-style-type: none"> <li>Replace Building Signs</li> <li>QIOR Sign (2016 Version)</li> <li>Reface Site Signs (pylon/monument)</li> <li>Reface/Remove Directional Signs</li> <li>Reface/Remove "Express Window" Sign</li> <li>Reface/Replace Bollard Sleeves, Entry Door Panels, or any other Retired Logo Elements</li> </ul> </li> <li>Rotating Menu board, Freestanding Order Confirmation Display (OCD) &amp; Rotating Pre-sell Board<sup>3</sup></li> <li>Update Landscaping</li> <li>Dark Bronze or Champagne Storefront Finish</li> </ul>	<p>Design package approval from the Design Team is required prior to submitting for jurisdictional review or going to permit.</p> <ul style="list-style-type: none"> <li>UM Bright Seating Package</li> </ul> <p><b>NOTE: No Fireplace &amp; existing TVs to be removed</b></p> <ul style="list-style-type: none"> <li>UM Bright Condiment/Drink Station &amp; Trash Receptacles</li> <li>Update Dining Room Wall Finishes</li> <li>New Floor: Ceramic Concrete-Look Floor Tile</li> <li>Counterclockwise Queue</li> <li>Remove Serpentine</li> <li>Separation of Order/Pay from Pick-Up</li> <li>New Counter Top, (modify back of counter to support separation of Order &amp; Pay from Pick-up)</li> <li>Front Counter Ice Bin Retrofit Kit for Premium Beverages</li> <li>New Backlit Merchandising                             <ul style="list-style-type: none"> <li>Menu Boards</li> <li>(2) Queue Boards</li> <li>Promotional Board (formerly RHR)</li> </ul> </li> <li>Coca-Cola Freestyle<sup>®</sup> at the PUW<sup>3 9</sup></li> <li>Coca-Cola Freestyle<sup>®</sup> in Dining Room with Approved Above-Unit Ice Maker &amp; Chase</li> <li>UM Bright Art Pack (restaurant décor)</li> <li>UM Bright Pendant Lighting</li> <li>Replace Ceiling Tiles</li> <li>Baby Changing Stations in Public Restrooms</li> <li>Update Restroom Finishes &amp; Equipment<sup>7</sup></li> <li>Hands-Free Fixtures &amp; Hands-Free Towel Dispensers in Public Areas</li> </ul>	<p>Image Building: 4 POS, 1 Front Runner Screen, and 4 Kitchen Video Systems (KVS)</p> <p>Modern Building: 4 POS, 1 Front Runner Screen, and 5 Kitchen Video Systems (KVS)</p> <p>NGK with Salad Station: 4 POS, 1 Front Runner Screen, and 6 Kitchen Video System (KVS)</p> <p>NGK without Salad Station: 4 POS, 1 Front Runner Screen, and 5 Kitchen Video System (KVS)</p> <p>NOTE: Additional POS required for any restaurant with a Y-lane</p> <hr/> <p>Payment: WePayment (P2PE), 2 Counter PEDs; 2 PUW PEDs<sup>3</sup></p> <p>Associated hardware: POE switch, bracket, small form factor PC</p> <p>PUW timer &amp; PUW Headsets (minimum of 8)<sup>3</sup></p> <p>Music: Commercial Free. If hardware in place, content shall be "Pandora Personalized Music at Wendy's"</p> <hr/> <p>Managed Network Service Provider &amp; Consumer Wi-Fi</p>	<p>POS Software - Aloha</p> <p>POS Hardware - NCR/Panasonic</p> <p>KVS Hardware - NCR</p> <hr/> <p>Ingenico</p> <p>Various - associated hardware</p> <hr/> <p>Mood Media</p> <hr/> <p>TrustWave/Nurax/AT&amp;T (Wi-Fi)</p>	<p>Dumac/Bailiwick/Level 10 ONLY (OST in Canada)</p> <hr/> <p>Dumac/Bailiwick/Level 10 (All can order PEDs hardware, provide services to configure &amp; install)</p> <hr/> <p>Self/Mood Media/Dumac/Bailiwick/Level 10</p> <hr/> <p>Dumac/Bailiwick/Level 10</p> <hr/> <p>Dumac/Bailiwick/Level 10</p> <hr/> <p>Dumac/Bailiwick/Level 10 ONLY</p> <hr/> <p>Self/Mood Media/Dumac/Bailiwick/Level 10</p>
		<b>AVAILABLE TECHNOLOGY UPGRADES</b>	<b>SUPPLIER</b>	<b>INSTALLATION</b>
		**1 Customer Order Pick-up Screen (COPS)	NCR/Other	Dumac/Bailiwick/Level 10
		2 Self-Order Kiosks (CTSO), 1 COPS & Expo printer required with CTSO	CTSO - Zivelo COPS - NCR/Other	Dumac/Bailiwick/Level 10
		Digital Merchandising: Menu Boards, (2) Queue Boards & Promotional Board	Software - Scala Hardware - NEC Displays/IEI Players	Dumac/Bailiwick/Level 10 ONLY
		Sound System: Approved Speaker System (Bose/Klipsch), White	Mood Media	Self/Mood Media/Dumac/Bailiwick/Level 10
		<b>PEOPLE/STAFFING<sup>8</sup></b>		
		<p>It can be a great opportunity when reimagining your restaurant to evaluate staffing, capability and culture in your restaurant. There are a variety of optional resources and tools available on the new Employment Promises page of WeConnect that can help you ensure you have a team that is ready for when the doors reopen! Visit <a href="https://wendysportal.sharepoint.com/hr/Pages/Employment-Promises.aspx">https://wendysportal.sharepoint.com/hr/Pages/Employment-Promises.aspx</a> to check it out! You should also take the opportunity to ensure that restaurant management and crew training is completed (retraining is recommended), and that your labor plans are designed for anticipated staffing needs for your IA location. Check out the Labor Guide, available at <a href="https://wendysportal.sharepoint.com/ourwendysbusiness/operations/Documents/WendysLaborGuide.xlsm">https://wendysportal.sharepoint.com/ourwendysbusiness/operations/Documents/WendysLaborGuide.xlsm</a>, for more information.</p>		
		<b>FOOTNOTES</b>		
		<p>** Select upgrades are highly recommended.</p> <p>* Available upgrades may not be reflected in the Refresh or Refresh Lite Guideline Set. Upgrades may require Architect to modify construction documents based on New Build or Remodel Guideline Sets and/or franchisee to submit for permit.</p> <ol style="list-style-type: none"> <li>All Reimage Programs require completion of certain work set forth in a Facility Assessment Report (FAR) for Restaurant.</li> <li>Franchisees are solely responsible for ensuring that the design and completed construction/alteration of their restaurants comply with the requirements of all applicable federal, state, provincial, or local laws, codes, and regulations, including those of the Americans with Disabilities Act (the "ADA") and all state, provincial, or local accessibility laws and requirements. These minimum requirements and any plans, designs, layouts, or prototypes furnished by Quality Is Our Recipe, LLC, Wendy's International, LLC, Wendy's Restaurants of Canada, Inc., or any of their respective affiliates will not address the requirements of any federal, state, provincial, or local law, code, or regulation, including the ADA or any state, provincial, or local accessibility law or requirement; and any representation in regard to such law, code, regulation, or requirement is specifically disclaimed.</li> <li>Non-Traditional restaurants without a drive-thru do not need to purchase headsets or Drive-Thru specific equipment.</li> <li>All cabling for required and optional technology must use Wendy's approved hardware/software solution and must be installed by Wendy's approved certified vendors.</li> <li>Detailed information and pricing for required and optional technology can be found in Buyer's Guides on WeConnect.</li> <li>Existing Curve or Tower exterior design refer to "Reimage 2.0 Design Guide".</li> <li>Refer to "Reimage 2.0 Design Guide" for approved/compliant existing finishes that may remain.</li> <li>These resources are provided on an optional basis. Franchisees are solely responsible for developing and utilizing their own guidelines, making their own hiring, firing, and disciplinary decisions, and managing their day-to-day employment process and procedures independent of Wendy's and in compliance with all applicable laws, rules or regulations. See <a href="https://wendysportal.sharepoint.com/hr/Pages/Employment-Promises.aspx">https://wendysportal.sharepoint.com/hr/Pages/Employment-Promises.aspx</a> for more details.</li> <li>Required in the U.S. and available as an upgrade in Canada.</li> </ol> <p>©2020 Quality Is Our Recipe, LLC. This document is proprietary &amp; confidential. Its use is strictly limited to The Wendy's Company, Quality Is Our Recipe, LLC, and its affiliates and subsidiaries, authorized employees, agents and franchisees and their design professionals. All designs are subject to change.</p>		
<p><b>AVAILABLE EXTERIOR UPGRADES*</b></p> <ul style="list-style-type: none"> <li>**Order Station Canopy (optional snow melt)<sup>3</sup></li> <li>Patio Furniture with Railing, Red Umbrellas &amp; Trash Receptacle</li> <li>**New PUW Awning (standard or fabric)<sup>3</sup></li> <li>Flagpole with Flag (U.S. or Canada)</li> <li>Update Finish Around PUW(s)<sup>3</sup></li> <li>Expanded 6ft. PUW (Modern buildings only)<sup>3</sup></li> <li>Raised PUW Blade<sup>3</sup></li> <li>Remove/Replace Solarium or Side Cars</li> <li>Cover Storefront with Clip-on Dark Bronze Finish (optional alternate - electrostatic paint)</li> <li>Y-lane Drive-Thru (requires site plan approval, as well as additional drive-thru elements &amp; technology equipment)<sup>3</sup></li> </ul>	<p><b>AVAILABLE INTERIOR UPGRADES*</b></p> <ul style="list-style-type: none"> <li>Interior Vestibule on PUW side</li> <li>Ice/Water Dispenser</li> <li>Pellet Ice Maker and Chase</li> <li>Hand Dryers in the Restrooms<sup>2</sup></li> <li>Digital Merchandising<sup>4</sup></li> <li>Window Shades</li> </ul>			





# REFRESH MINIMUM REQUIREMENTS<sup>1</sup>

This document is NOT an all-inclusive list; refer to guideline drawings & tools for additional details.

REIMAGE 2.0

AUGUST 2020

EXTERIOR DESIGN <sup>2</sup>	INTERIOR DESIGN <sup>2</sup>	TECHNOLOGY <sup>4 5</sup>	SUPPLIER	INSTALLATION
<p>NOTE: If there are significant site changes, Site plan approval from the Site Engineering Team is required prior to submitting for jurisdictional review or going to permit.</p> <p>Design package approval from the Design Team is required prior to submitting for jurisdictional review or going to permit.</p> <ul style="list-style-type: none"> <li>Exterior Brand Package<sup>6</sup> <ul style="list-style-type: none"> <li>Flag Blade Wall</li> <li>Corrugated Metal with Silver Bands</li> <li>If Existing, (2) Pick-up Windows (PUW) to remain</li> <li>Wood-look Wall Tile</li> <li>Building Lighting (refer to Guideline Set)</li> </ul> </li> <li>Current Brand Signage                     <ul style="list-style-type: none"> <li>Replace Building Signs</li> <li>QIOR Sign (internally illuminated)</li> <li>Reface Site Signs (pylon/monument)</li> <li>Reface/Remove Directional Signs</li> <li>Reface/Remove "Express Window" Sign</li> <li>Reface/Replace Bollard Sleeves, Entry Door Panels, or any other Retired Logo Elements</li> </ul> </li> <li>Rotating Menu board, Freestanding Order Confirmation Display (OCD) &amp; Rotating Pre-sell Board<sup>3</sup></li> <li>Update Landscaping</li> <li>Dark Bronze or Champagne Storefront Finish</li> </ul>	<p>Design package approval from the Design Team is required prior to submitting for jurisdictional review or going to permit.</p> <ul style="list-style-type: none"> <li>UM Bright Seating Package</li> </ul> <p><b>NOTE: No Fireplace &amp; existing TVs to be removed</b></p> <ul style="list-style-type: none"> <li>UM Bright Condiment/Drink Station &amp; Trash Receptacles</li> <li>Update Dining Room Wall Finishes<sup>7</sup></li> <li>New Floor: Ceramic Concrete-Look Floor Tile</li> <li>Counterclockwise Queue</li> <li>Remove Serpentine</li> <li>Separation of Order/Pay from Pick-Up</li> <li>New Counter Top, (modify back of counter to support separation of Order &amp; Pay from Pick-up)</li> <li>Front Counter Ice Bin Retrofit Kit for Premium Beverages</li> <li>New Backlit Merchandising                     <ul style="list-style-type: none"> <li>Menu Boards</li> <li>(2) Queue Boards</li> <li>Promotional Board (formerly RHR)</li> </ul> </li> <li>Coca-Cola Freestyle<sup>®</sup> at the PUW<sup>3 9</sup></li> <li>Coca-Cola Freestyle<sup>®</sup> in Dining Room with Approved Above-Unit Ice Maker &amp; Chase</li> <li>UM Bright Art Pack (restaurant décor)</li> <li>UM Bright Pendant Lighting</li> <li>Replace Ceiling Tiles</li> <li>Baby Changing Stations in Public Restrooms</li> <li>Update Restroom Finishes &amp; Equipment<sup>7</sup></li> <li>Hands-Free Fixtures &amp; Hands-Free Towel Dispensers in Public Areas</li> </ul>	<p>Image Building: 4 POS, 1 Front Runner Screen, and 4 Kitchen Video Systems (KVS)</p> <p>Modern Building: 4 POS, 1 Front Runner Screen, and 5 Kitchen Video Systems (KVS)</p> <p>NOTE: Additional POS required for any restaurant with a Y-lane</p> <p>Payment: WePayment (P2PE), 2 Counter PEDs; 2 PUW PEDs<sup>3</sup></p> <p>Associated hardware: POE switch, bracket, small form factor PC</p> <p>PUW timer &amp; PUW Headsets (minimum of 8)<sup>3</sup></p> <p>Music: Commercial Free. If hardware in place, content shall be "Pandora Personalized Music at Wendy's"</p> <p>Managed Network Service Provider &amp; Consumer Wi-Fi</p> <p><b>AVAILABLE TECHNOLOGY UPGRADES</b></p> <p>**1 Customer Order Pick-up Screen (COPS)</p> <p>2 Self-Order Kiosks (CTSO), 1 COPS required with CTSO</p> <p>Digital Merchandising: Menu Boards, (2) Queue Boards &amp; Promotional Board (formerly RHR)</p> <p>Sound System: Approved Speaker System (Bose/Klipsch), White</p>	<p>POS Software - Aloha</p> <p>POS Hardware - NCR/Panasonic</p> <p>KVS Hardware - NCR</p> <p>Ingenico</p> <p>Various - associated hardware</p> <p>Mood Media</p> <p>TrustWave/Nurax/AT&amp;T (Wi-Fi)</p> <p><b>SUPPLIER</b></p> <p>NCR/Other</p> <p>CTSO - Zivelo</p> <p>COPS - NCR/Other</p> <p>Software - Scala</p> <p>Hardware - NEC Displays/IEI Players</p> <p>Mood Media</p>	<p>Dumac/Bailiwick/Level 10 ONLY (QST in Canada)</p> <p>Dumac/Bailiwick/Level 10 (All can order PEDs, hardware, provide services to configure &amp; install)</p> <p>Self/Mood Media/Dumac/Bailiwick/Level 10</p> <p>Dumac/Bailiwick/Level 10</p> <p>Dumac/Bailiwick/Level 10</p> <p>Dumac/Bailiwick/Level 10 ONLY</p> <p>Self/Mood Media/Dumac/Bailiwick/Level 10</p>
<p><b>AVAILABLE EXTERIOR UPGRADES*</b></p> <ul style="list-style-type: none"> <li>Full Blade Wall</li> <li>**Order Station Canopy (optional snow melt)<sup>3</sup></li> <li>Patio Furniture with Railing, Red Umbrellas &amp; Trash Receptacle</li> <li>**New PUW Awning (standard or fabric)<sup>3</sup></li> <li>Flagpole with Flag (U.S. or Canada)</li> <li>Update Finish Around PUW(s)<sup>3</sup></li> <li>Expanded 6ft. PUW (Modern buildings only)<sup>3</sup></li> <li>Raised PUW Blade<sup>3</sup></li> <li>** Modify Solarium/Side-Car Roof to Dark Bronze Standing Seam</li> <li>Remove/Replace Solarium or Side Cars</li> <li>Cover Storefront with Clip-on Dark Bronze Finish (optional alternate - electrostatic paint)</li> <li>Alternate Blade Lighting (refer to Guideline Set)</li> <li>Y-lane Drive-Thru (requires site plan approval, as well as additional drive-thru elements &amp; technology equipment)<sup>3</sup></li> </ul>	<p><b>AVAILABLE INTERIOR UPGRADES*</b></p> <ul style="list-style-type: none"> <li>Ice/Water Dispenser</li> <li>Pellet Ice Maker and Chase</li> <li>Hand Dryers in the Restrooms<sup>2</sup></li> <li>Digital Merchandising<sup>4</sup></li> <li>Window Shades</li> </ul>	<p><b>PEOPLE/STAFFING<sup>8</sup></b></p> <p>It can be a great opportunity when reimagining your restaurant to evaluate staffing, capability and culture in your restaurant. There are a variety of optional resources and tools available on the new Employment Promises page of WeConnect that can help you ensure you have a team that is ready for when the doors reopen! Visit <a href="https://wendysportal.sharepoint.com/hr/Pages/Employment-Promises.aspx">https://wendysportal.sharepoint.com/hr/Pages/Employment-Promises.aspx</a> to check it out! You should also take the opportunity to ensure that restaurant management and crew training is completed (retraining is recommended), and that your labor plans are designed for anticipated staffing needs for your IA location. Check out the Labor Guide, available at <a href="https://wendysportal.sharepoint.com/ourwendysbusiness/operations/Documents/WendysLaborGuide.xlsx">https://wendysportal.sharepoint.com/ourwendysbusiness/operations/Documents/WendysLaborGuide.xlsx</a>, for more information.</p>	<p><b>FOOTNOTES</b></p> <p>** Select upgrades are highly recommended.</p> <p>* Available upgrades may not be reflected in the Refresh or Refresh Lite Guideline Set. Upgrades may require Architect to modify construction documents based on New Build or Remodel Guideline Sets and/or franchisee to submit for permit.</p> <ol style="list-style-type: none"> <li>All Reimage Programs require completion of certain work set forth in a Facility Assessment Report (FAR) for Restaurant.</li> <li>Franchisees are solely responsible for ensuring that the design and completed construction/alteration of their restaurants comply with the requirements of all applicable federal, state, provincial, or local laws, codes, and regulations, including those of the Americans with Disabilities Act (the "ADA") and all state, provincial, or local accessibility laws and requirements. These minimum requirements and any plans, designs, layouts, or prototypes furnished by Quality Is Our Recipe, LLC, Wendy's International, LLC, Wendy's Restaurants of Canada, Inc., or any of their respective affiliates will not address the requirements of any federal, state, provincial, or local law, code, or regulation, including the ADA or any state, provincial, or local accessibility law or requirement; and any representation in regard to such law, code, regulation, or requirement is specifically disclaimed.</li> <li>Non-Traditional restaurants without a drive-thru do not need to purchase headsets or Drive-Thru specific equipment.</li> <li>All cabling for required and optional technology must use Wendy's approved hardware/software solution and must be installed by Wendy's approved certified vendors.</li> <li>Detailed information and pricing for required and optional technology can be found in Buyer's Guides on WeConnect.</li> <li>Existing Curve or Tower exterior design refer to "Reimage 2.0 Design Guide".</li> <li>Refer to "Reimage 2.0 Design Guide" for approved/compliant existing finishes that may remain.</li> <li>These resources are provided on an optional basis. Franchisees are solely responsible for developing and utilizing their own guidelines, making their own hiring, firing, and disciplinary decisions, and managing their day-to-day employment process and procedures independent of Wendy's and in compliance with all applicable laws, rules or regulations. See <a href="https://wendysportal.sharepoint.com/hr/Pages/Employment-Promises.aspx">https://wendysportal.sharepoint.com/hr/Pages/Employment-Promises.aspx</a> for more details.</li> <li>Required in the U.S. and available as an upgrade in Canada.</li> </ol>	
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# REFRESH LITE<sup>10</sup> MINIMUM REQUIREMENTS<sup>1</sup>

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REIMAGE 2.0

AUGUST 2020

EXTERIOR DESIGN <sup>2</sup>	INTERIOR DESIGN <sup>2</sup>	TECHNOLOGY <sup>4 5</sup>	SUPPLIER	INSTALLATION
<p>NOTE: If there are significant site changes, Site plan approval from the Site Engineering Team is required prior to submitting for jurisdictional review or going to permit.</p> <p>Design package approval from the Design Team is required prior to submitting for jurisdictional review or going to permit.</p> <ul style="list-style-type: none"> <li>Exterior Brand Package<sup>6</sup> <ul style="list-style-type: none"> <li>Front: Red Corrugated Metal &amp; Silver Bands</li> <li>Sides: Paint Existing Series II &amp; Silver Trim</li> <li>If Existing, (2) Pick-up Windows (PUW) to remain</li> <li>Building Lighting (refer to Guideline Set)</li> </ul> </li> <li>Current Brand Signage                     <ul style="list-style-type: none"> <li>Replace Building Signs</li> <li>Reface Site Signs (pylon/monument)</li> <li>Reface/Remove Directional Signs.</li> <li>Reface/Remove "Express Window" Sign</li> <li>Reface/Replace Bollard Sleeves, Entry Door Panels, or any other Retired Logo Elements</li> </ul> </li> <li>Rotating Menu board, Freestanding Order Confirmation Display (OCD) &amp; Rotating Pre-sell Board<sup>3</sup></li> <li>Update Landscaping</li> <li>Dark Bronze or Champagne Storefront Finish</li> </ul>	<p>Design package approval from the Design Team is required prior to submitting for jurisdictional review or going to permit.</p> <ul style="list-style-type: none"> <li>UM Bright Seating Package (refer to plans; like for like replacement)</li> </ul> <p><b>NOTE: No Fireplace &amp; existing TVs to be removed</b></p> <ul style="list-style-type: none"> <li>UM Bright Condiment/Drink Station &amp; Trash Receptacles</li> <li>Update Dining Room Wall Finishes<sup>7</sup></li> <li>New Floor: Ceramic Concrete-Look Floor Tile and/or Carpet (like for like replacement)</li> <li>Counterclockwise Queue</li> <li>Remove Serpentine</li> <li>Separation of Order/Pay from Pick-Up</li> <li>New Counter Top, (modify back of counter to support separation of Order &amp; Pay from Pick-up)</li> <li>Front Counter Ice Bin Retrofit Kit for Premium Beverages</li> <li>New Backlit Merchandising                     <ul style="list-style-type: none"> <li>Menu Boards</li> <li>(2) Queue Boards</li> </ul> </li> <li>Coca-Cola Freestyle® at the PUW<sup>3 9</sup></li> <li>Coca-Cola Freestyle® in Dining Room with Approved Above-Unit Ice Maker &amp; Chase</li> <li>UM Bright Art Pack (restaurant décor)</li> <li>UM Bright Pendant Lighting (like for like replacement)</li> <li>Baby Changing Stations in Public Restrooms</li> <li>Update Restroom Finishes &amp; Equipment<sup>7</sup></li> <li>Hands-Free Fixtures &amp; Hands-Free Towel Dispensers in Public Areas</li> </ul>	<p>Image Building: 4 POS, 1 Front Runner Screen, and 4 Kitchen Video Systems (KVS)</p> <p>Modern Building: 4 POS, 1 Front Runner Screen, and 5 Kitchen Video Systems (KVS)</p> <p>NOTE: Additional POS required for any restaurant with a Y-lane</p> <p>Payment: WePayment (P2PE), 2 Counter PEDs; 2 PUW PEDs<sup>3</sup></p> <p>Associated hardware: POE switch, bracket, small form factor PC PUW timer &amp; PUW Headsets (minimum of 8)<sup>3</sup></p> <p>Music: Commercial Free. If hardware in place, content shall be "Pandora Personalized Music at Wendy's"</p> <p>Managed Network Service Provider &amp; Consumer Wi-Fi</p> <p><b>AVAILABLE TECHNOLOGY UPGRADES</b></p> <p>**1 Customer Order Pick-up Screen (COPS)</p> <p>2 Self-Order Kiosks (CTSO), 1 COPS required with CTSO</p> <p>Digital Merchandising: Menu Boards, (2) Queue Boards &amp; Promotional Board (formerly RHR)</p> <p>Sound System: Approved Speaker System (Bose/Klipsch), White</p>	<p>POS Software - Aloha POS Hardware - NCR/ Panasonic KVS Hardware - NCR</p> <p>Ingenico Various - associated hardware</p> <p>Mood Media</p> <p>TrustWave/Nurax/ AT&amp;T (Wi-Fi)</p> <p><b>SUPPLIER</b></p> <p>NCR/Other</p> <p>CTSO - Zivelo COPS - NCR/Other</p> <p>Software - Scala Hardware - NEC Displays/ IEI Players</p> <p>Mood Media</p> <p><b>INSTALLATION</b></p> <p>Dumac/Bailiwick/Level 10 ONLY (OST in Canada)</p> <p>Dumac/Bailiwick/Level 10 (All can order PEDs, hardware, provide services to configure &amp; install)</p> <p>Self/Mood Media/Dumac/Bailiwick/Level 10</p> <p>Dumac/Bailiwick/Level 10</p> <p>Dumac/Bailiwick/Level 10 ONLY</p> <p>Self/Mood Media/Dumac/Bailiwick/Level 10</p>	
<p><b>AVAILABLE EXTERIOR UPGRADES*</b></p> <ul style="list-style-type: none"> <li>Flag Blade</li> <li>OIOR Sign (internally illuminated)</li> <li>Wood-Look Wall Tile</li> <li>**Order Station Canopy (optional snow melt)<sup>3</sup></li> <li>Patio Furniture with Railing, Red Umbrellas &amp; Trash Receptacle</li> <li>**New PUW Awning (standard or fabric)<sup>3</sup></li> <li>Flagpole with Flag (U.S. or Canada)</li> <li>Update Finish Around PUW(s)<sup>3</sup></li> <li>Expanded 6ft. PUW (Modern buildings only)<sup>3</sup></li> <li>Raised PUW Blade<sup>3</sup></li> <li>**Modify Solarium/Side-Car Roof to Dark Bronze Standing Seam</li> <li>Remove/Replace Solarium or Side Cars</li> <li>Cover Storefront with Clip-on Dark Bronze Finish (optional alternate - electrostatic paint)</li> <li>Y-lane Drive-Thru (requires site plan approval, as well as additional drive-thru elements &amp; technology equipment)<sup>3</sup></li> </ul>	<p><b>AVAILABLE INTERIOR UPGRADES*</b></p> <ul style="list-style-type: none"> <li>**All Concrete-Look Floor Tile (remove all carpet)</li> <li>Ice/Water Dispenser</li> <li>Pellet Ice Maker and Chase</li> <li>Hand Dryers in the Restrooms<sup>2</sup></li> <li>Digital Merchandising<sup>4</sup></li> <li>Window Shades</li> </ul>	<p><b>PEOPLE/STAFFING<sup>9</sup></b></p> <p>It can be a great opportunity when reimagining your restaurant to evaluate staffing, capability and culture in your restaurant. There are a variety of optional resources and tools available on the new Employment Promises page of WeConnect that can help you ensure you have a team that is ready for when the doors reopen! Visit <a href="https://wendysportal.sharepoint.com/hr/Pages/Employment-Promises.aspx">https://wendysportal.sharepoint.com/hr/Pages/Employment-Promises.aspx</a> to check it out! You should also take the opportunity to ensure that restaurant management and crew training is completed (retraining is recommended), and that your labor plans are designed for anticipated staffing needs for your IA location. Check out the Labor Guide, available at <a href="https://wendysportal.sharepoint.com/ourwendysbusiness/operations/Documents/WendysLaborGuide.xlsm">https://wendysportal.sharepoint.com/ourwendysbusiness/operations/Documents/WendysLaborGuide.xlsm</a>, for more information.</p>	<p><b>FOOTNOTES</b></p> <p>** Select upgrades are highly recommended.</p> <p>* Available upgrades may not be reflected in the Refresh or Refresh Lite Guideline Set. Upgrades may require Architect to modify construction documents based on New Build or Remodel Guideline Sets and/or franchisee to submit for permit.</p> <ol style="list-style-type: none"> <li>All Reimage Programs require completion of certain work set forth in a Facility Assessment Report (FAR) for Restaurant.</li> <li>Franchisees are solely responsible for ensuring that the design and completed construction/alteration of their restaurants comply with the requirements of all applicable federal, state, provincial, or local laws, codes, and regulations, including those of the Americans with Disabilities Act (the "ADA") and all state, provincial, or local accessibility laws and requirements. These minimum requirements and any plans, designs, layouts, or prototypes furnished by Quality Is Our Recipe, LLC, Wendy's International, LLC, Wendy's Restaurants of Canada, Inc., or any of their respective affiliates will not address the requirements of any federal, state, provincial, or local law, code, or regulation, including the ADA or any state, provincial, or local accessibility law or requirement; and any representation in regard to such law, code, regulation, or requirement is specifically disclaimed.</li> <li>A Non-Traditional restaurant without a drive-thru do not need to purchase headsets or Drive-Thru specific equipment.</li> <li>All cabling for required and optional technology must use Wendy's approved hardware/software solution and must be installed by Wendy's approved certified vendors.</li> <li>Detailed information and pricing for required and optional technology can be found in Buyer's Guides on WeConnect.</li> <li>Existing Curve or Tower exterior design refer to "Reimage 2.0 Design Guide".</li> <li>Refer to "Reimage 2.0 Design Guide" for approved/compliant existing finishes that may remain.</li> <li>These resources are provided on an optional basis. Franchisees are solely responsible for developing and utilizing their own guidelines, making their own hiring, firing, and disciplinary decisions, and managing their day-to-day employment process and procedures independent of Wendy's and in compliance with all applicable laws, rules or regulations. See <a href="https://wendysportal.sharepoint.com/hr/Pages/Employment-Promises.aspx">https://wendysportal.sharepoint.com/hr/Pages/Employment-Promises.aspx</a> for more details.</li> <li>Required in the U.S. and available as an upgrade in Canada.</li> <li>To qualify for the Refresh Lite program, the Restaurant must either meet the AUV threshold requirement or have an executed Groundbreaker's agreement.</li> </ol>	
<p><b>©2020 Quality Is Our Recipe, LLC. This document is proprietary &amp; confidential. Its use is strictly limited to The Wendy's Company, Quality Is Our Recipe, LLC, and its affiliates and subsidiaries, authorized employees, agents and franchisees and their design professionals. All designs are subject to change.</b></p>				

# EXHIBIT I

## RENEWAL AGREEMENT

This RENEWAL AGREEMENT is entered into by and between \_\_\_\_\_ (collectively referred to herein as the “**Franchisee**”), \_\_\_\_\_ (hereinafter “**Guarantor**”) and QUALITY IS OUR RECIPE, LLC (“**Franchisor**”).

WHEREAS, Franchisor or Franchisor’s predecessor in interest as franchisor, Wendy’s International, LLC (“**WIL**”), Franchisee and Guarantor are parties to a franchise agreement dated \_\_\_\_\_, for the Wendy’s Old Fashioned Hamburgers Restaurant located at \_\_\_\_\_ (the “**Restaurant**”); and

WHEREAS, the franchise agreement referenced above and any and all amendments and modifications thereto are hereinafter collectively referred to as the “**Initial Franchise Agreement**”; and

WHEREAS, WIL’s interests as franchisor under the Initial Franchise Agreement, if any, have been assigned to Franchisor; and

*[IF IMAGE ACTIVATION RENEWAL PROGRAM APPLIES: WHEREAS, Franchisee has participated in Franchisor’s Image Activation Renewal Program (the “**Image Activation Renewal Program**”) and recently completed the rebuilding or remodeling of the Restaurant with an approved Image Activation building design;*

*WHEREAS, as part of the Image Activation Renewal Program, Franchisee has qualified for, and requested, a renewal of the Initial Franchise Agreement for a 20[25]-year term upon payment of the standard renewal fee of \$12,500; and]*

*[IF STANDARD RENEWAL: WHEREAS, the Initial Franchise Agreement will expire on \_\_\_\_\_, and the parties desire to renew and extend the franchise rights and allow for the continued operation of the Restaurant for the renewal term subject to the terms and conditions of this Renewal Agreement; and]*

WHEREAS, to effect the renewal of the Initial Franchise Agreement, Franchisee must concurrently herewith execute a new Unit Franchise Agreement in the form attached to Franchisor’s current Franchise Disclosure Document and incorporated herein by reference (the “**New Franchise Agreement**”), so that the New Franchise Agreement will govern all of the rights, title and interests of Franchisee in the franchise and licensed rights for the Restaurant and will replace the Initial Franchise Agreement, all subject to the terms and conditions of this Renewal Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties, intending to be legally bound, mutually agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Franchisee agrees to execute the New Franchise Agreement for the Restaurant concurrently herewith. The Initial Franchise Agreement is hereby superseded and replaced in its entirety the New Franchise Agreement which is incorporated herein by reference and which shall govern the parties’ relationship. Upon the execution of this

## EXHIBIT I

Renewal Agreement and the New Franchise Agreement, the Initial Franchise Agreement shall be of no further force or effect except as may be provided herein.

3. Franchisee *and Guarantor* agree to pay contemporaneously with the execution of this Renewal Agreement and the New Franchise Agreement, a non-refundable renewal fee of \$12,500.
4. Franchisee *and Guarantor* shall execute the General Release of All Claims attached hereto as *Exhibit A* contemporaneously with the execution of this Renewal Agreement and the New Franchise Agreement. Franchisee *and Guarantor* further agree that if the General Release of All Claims is returned to Franchisor undated, the effective date of this Renewal Agreement shall be the effective date of the General Release of All Claims.
5. Franchisee warrants and represents that upon the execution of this Renewal Agreement and the New Franchise Agreement, Franchisee is in compliance with all provisions of the Initial Franchise Agreement. Notwithstanding the replacement of the Initial Franchise Agreement with the New Franchise Agreement as described in Paragraph 1 herein, Franchisee agrees to be and to remain jointly and severally liable for any and all obligations of “Franchisee or Franchise Owner”, as defined in the Initial Franchise Agreement (as applicable), which obligations arose or accrued up to the effective date of this Renewal Agreement. Franchisee agrees to also perform all unperformed and partially performed terms and conditions of the Initial Franchise Agreement which were to be performed up to the effective date of this Renewal Agreement, including, without limitation, the payment of all obligations owing to Franchisor, its subsidiaries and affiliates, and the resolution of any and all local advertising obligations. Franchisee agrees that Franchisee’s failure to comply with the Initial Franchise Agreement shall constitute a default of the New Franchise Agreement and this Renewal Agreement.
6. Franchisee warrants, represents and agrees that Franchisee has completed all remodeling of the Restaurant and fulfilled all other conditions required by Franchisor in connection with this renewal, including, without limitation, compliance with technology software/hardware equipment purchase/installation requirements, which includes installation of Wendy’s required electronic point of sale system operating with Aloha Software supplied by NCR Corporation (“**Aloha POS**”).
7. Franchisee acknowledges and agrees that Franchisee has no competitive interests which may violate the noncompetition provisions of the New Franchise Agreement or the Initial Franchise Agreement. Franchisee acknowledges and agrees that any and all competitive interests (whether currently owned or subsequently acquired) shall be subject to the terms of the noncompetition provisions of the New Franchise Agreement.
8. Franchisee acknowledges and agrees that currently there are no operating companies or other entities except Franchisee which are responsible for the operation or management of the Restaurant, and all employment and business arrangements related to the Restaurant (including supplier and other contracts) have been entered into with the Franchisee directly.
9. **[PARA 9 FOR REIMAGE PROGRAM:** *Unless otherwise agreed, Section 2.1 of the New Franchise Agreement shall set the New Franchise Agreement’s expiration date to*

## EXHIBIT I

*take place [choose one: 25 years [for scrape and rebuild & gut and rebuild] or 20 years [for Refresh or standard remodel]] from the date of the Restaurant's re-opening after completion of its remodel or rebuild under the Image Activation Renewal Program.]*

10. Franchisor hereby waives the applicability of Section 3.2 of the New Franchise Agreement in connection with this Restaurant. Notwithstanding the foregoing, upon the expiration of any lease for the Restaurant, Franchisee agrees to notify Franchisor in writing at least sixty (60) days prior to such expiration and agrees to use its best efforts to negotiate with the applicable lessor so as to comply with the provisions of Section 3.2 at that time. Franchisor also reserves the right to require Franchisee to demonstrate to Franchisor's satisfaction that Franchisee has the right to possession of the Approved Location through the term of the New Franchise Agreement.
11. Franchisee acknowledges and agrees that except as otherwise provided herein, the activities of any business entity which is named as a Franchisee are currently and shall remain confined to operating Wendy's or Wendy's Old Fashioned Hamburgers Restaurants.
12. It is acknowledged that the Restaurant was constructed and opened prior to the commencement of the New Franchise Agreement, and to the extent the terms of Section 3 of that agreement relate to the initial construction and opening of the Restaurant, they are hereby waived. If, however, Franchisee pursues any additional construction or improvements at the Restaurant during the term of the New Franchise Agreement, then the terms of Section 3 of the New Franchise Agreement shall be applicable.
13. Notwithstanding anything to the contrary contained in the New Franchise Agreement, Franchisee *and Guarantor* acknowledge and agree that they must comply with Franchisor's initiatives and requests related to reimaging the Restaurant in accordance with Franchisor's then-current reimaging design plans, specifications, and standards, including without limitation that Franchisee shall perform the "Mid-Term Upgrade", as defined in Section 6.10 of the New Franchise Agreement not more often than once every ten years from the last date of reimaging of the Restaurant in accordance with Franchisor's standards. Franchisee *and Guarantor* further acknowledge and agree that their failure to complete all required work fully and timely and implement all required components associated with Franchisor's then-current reimaging design plans, specifications, and standards will constitute a material default under the New Franchise Agreement.
14. *[OPTIONAL IF GUARANTOR: Guarantor hereby warrants, represents and agrees that Guarantor is in compliance with all provisions of the Initial Franchise Agreement and this Renewal Agreement as of the date of Guarantor's execution hereof. Guarantor hereby agrees to comply with and to guarantee all obligations of Franchisee under this Renewal Agreement and the New Franchise Agreement, as evidenced by Guarantor's execution of the Guaranty in the form attached as Exhibit B to the New Franchise Agreement, and which is incorporated herein by reference, which Guaranty shall be executed by Guarantor contemporaneously herewith.]*

**EXHIBIT I**

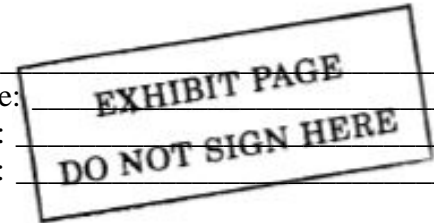
- 15. This Renewal Agreement and the documents and conditions referred to herein constitute the entire, full and complete agreement between the parties concerning the subject matter hereof and supersede all prior agreements, no other representations having induced Franchisee to execute this Renewal Agreement. The terms of this Renewal Agreement modify the New Franchise Agreement and are hereby incorporated therein. All other provisions of the New Franchise Agreement remain in full force and effect. Any breach of the terms or conditions of this Renewal Agreement shall constitute a material default under the New Franchise Agreement. All references herein to the singular shall be deemed to include the plural where the context so requires.
- 16. Delivery of a signature by facsimile or electronic transmission of this Renewal Agreement will constitute a valid and binding execution and delivery of this Renewal Agreement, and such copy will constitute an enforceable original document. This Renewal Agreement may be executed through the use of electronic signature, which Franchisee acknowledges is a lawful means of obtaining signatures. Franchisee agrees that an electronic signature is the legal equivalent of a manual signature on this Renewal Agreement. Franchisee further agrees that the use of a key pad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes Franchisee's signature, acceptance and agreement as if actually signed by Franchisee in writing.

IN WITNESS WHEREOF, this Renewal Agreement is effective as of the date it is executed by Quality Is Our Recipe, LLC.

**FRANCHISOR:  
QUALITY IS OUR RECIPE, LLC**

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

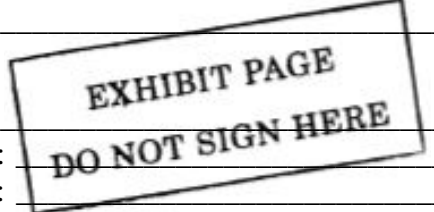
Legal Dept. \_\_\_\_\_



**FRANCHISEE:**

\_\_\_\_\_

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



\_\_\_\_\_

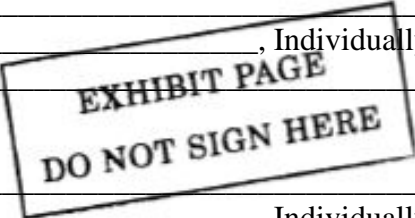
Date: \_\_\_\_\_

Individually



**EXHIBIT I**

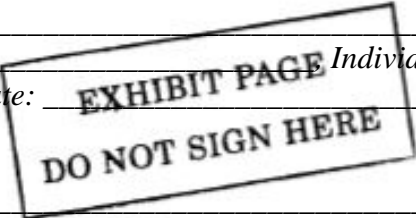
\_\_\_\_\_, Individually  
Date: \_\_\_\_\_  
\_\_\_\_\_, Individually  
Date: \_\_\_\_\_



*[Agreed to and accepted:*

**GUARANTOR**

\_\_\_\_\_, Individually  
Date: \_\_\_\_\_  
\_\_\_\_\_, Individually  
Date: \_\_\_\_\_ ]



## EXHIBIT J

### AGENTS FOR SERVICE OF PROCESS

We intend to register this Disclosure Document as a “franchise” in some or all of the following states, in accordance with 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:

<b>CALIFORNIA</b> Department of Financial Protection and Innovation 320 West 4 <sup>th</sup> Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500 Toll free: (866) 275-2677	<b>NEW YORK</b> New York Secretary of State New York State Department of State One Commerce Plaza 99 Washington Avenue, 6 <sup>th</sup> Floor Albany, NY 12231-0001 (518) 473-2492
<b>HAWAII</b> Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	<b>NORTH DAKOTA</b> North Dakota Securities Commissioner 600 East Boulevard Avenue State Capitol, Fifth Floor Bismarck, ND 58505-0510 (701) 328-4712
<b>ILLINOIS</b> Illinois Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	<b>RHODE ISLAND</b> Department of Business Regulation – Securities Division 1511 Pontiac Avenue Building 68-2 Cranston, RI 02902 (401) 462-9500
<b>INDIANA</b> Indiana Secretary of State Franchise Division 201 Statehouse 200 West Washington Street Indianapolis, IN 46204 (317) 232-6681	<b>SOUTH DAKOTA</b> Division of Insurance Securities Regulation 124 S. Euclid Avenue, Suite 104 Pierre, SD 57501 (605) 773-3563
<b>MARYLAND</b> Maryland Securities Commissioner 200 Saint Paul Place Baltimore, MD 21202-2020 (410) 576-6360	<b>VIRGINIA</b> Clerk of the State Corporation Commission Division of Securities and Retail Financing 1300 East Main Street, 9 <sup>th</sup> Floor Richmond, VA 23219-3630 (804) 371-9051
<b>MICHIGAN</b> Corporations Division Bureau of Commercial Services Department of Labor and Economic Growth P.O. Box 30054 Lansing, MI 48909 (517) 373-7117	<b>WASHINGTON</b> Director of Department of Financial Institutions Securities Division - 3rd Floor 150 Israel Road, S.W. Tumwater, WA 98501 (360) 902-8760
<b>MINNESOTA</b> Commissioner of Commerce 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101 (651) 539-1500	<b>WISCONSIN</b> Commissioner of Securities 345 West Washington Avenue Madison, WI 53703 (608) 261-9555



# EXHIBIT K

## Preliminary Letter Agreement

Dear Applicant:

Based upon the interest which you have expressed in the possibility of obtaining a Wendy's Old Fashioned Hamburgers Restaurant franchise, and in order to allow both you and Franchisor to evaluate one another, the following is hereby acknowledged and agreed between us:

1. TRAINING REQUIREMENTS

The undersigned applicant (hereinafter referred to as "Applicant") agrees to undergo such preliminary training as Quality Is Our Recipe, LLC ("Franchisor"), in its sole discretion, deems appropriate. Such training shall include general in-store operational experience, as well as classroom training specifically designed for franchise applicants. Applicant understands that at any time whatsoever, either Franchisor or Applicant may terminate such training for any reason without any further obligation by either party. Applicant realizes that up to an estimated 16-26 weeks is anticipated for such training (depending upon the level of previous quick-service restaurant experience, Wendy's experience, the overall background of the Applicant, as well as other relevant factors).

2. DISCLAIMERS

Applicant understands and acknowledges that a site which is acceptable to Franchisor and Applicant must be determined and that no promises or final commitments have been made by Franchisor as of this date regarding any specific site, its availability or acceptability. Franchisor will work with Applicant during the training process in an effort to reach some understanding concerning possible sites. Notwithstanding those discussions, Applicant understands that no commitment concerning a site shall exist until and unless a Unit Franchise Agreement is executed by both parties for a specific site.

Applicant understands and acknowledges that there are no assurances, promises or guarantees that Applicant will be approved by Franchisor as a franchisee or that any approved site selected by Franchisor will be successful. Applicant understands that he or she must conduct his or her own evaluation of the site and assume all risk associated with the profitability of any location.

Franchisor makes no representations or statements of actual, average, projected or forecasted sales, profits or earnings, with respect to any existing or future Wendy's Restaurants (except to provide historical information from the books and records of Franchisor in the case of the sale of a company-owned restaurant). Neither Franchisor's sales personnel nor any employee or officer of Wendy's is authorized to make any claims or statements as to the earnings, sales, profits or chances of success that any franchisee can expect or that present or past franchisees have had. Applicant agrees that Franchisor

## EXHIBIT K

will not be bound by or liable for any unauthorized representations as to earnings, sales, profits or chances of success.

### 3. APPLICATION FEE

Applicant shall deliver to Franchisor upon the execution and timely return of this Preliminary Letter Agreement, an application fee of Five Thousand Dollars (\$5,000.00), which application fee shall be deemed fully earned by Franchisor upon its receipt, and is not refundable.

### 4. INDEPENDENT CONTRACTOR

Applicant shall be an independent contractor during the training period and thereby legally and financially responsible for the conduct of Applicant, any agents, employees or representatives.

### 5. CONFIDENTIALITY

Applicant acknowledges that the Wendy's System is a technologically-advanced program of accounting, management and business operations and systems that would, if used by other persons or entities, give such persons or entities a substantial competitive advantage which is presently enjoyed by Franchisor. Whether or not Applicant is approved by Franchisor, Applicant agrees to hold in confidence the Wendy's System and all parts thereof and shall not disclose them to any person or entity. Applicant shall not, without Franchisor's prior written consent, disclose, use or permit the use of the Wendy's System or any part thereof, and shall treat as confidential and as the sole property of Franchisor all trade secrets, manuals, materials or any other information, knowledge, and know-how designated for use in the Wendy's System and not generally known in the restaurant business.

### 6. DOCUMENT

If, based upon the aforementioned training, Applicant is approved in writing by Franchisor, and a site can be agreed upon by both parties, Franchisor shall make available to Applicant for execution Franchisor's Unit Franchise Agreement, a copy of which is included in Franchisor's current Franchise Disclosure Document.

### 7. ADVERTISING COOPERATIVE

Applicant acknowledges that Applicant is aware of the obligation to become a member of a local advertising cooperative at such time as a Unit Franchise Agreement for a specific site is executed by Applicant and Franchisor. Applicant understands that it is his or her responsibility to investigate the structure and requirements of the cooperative and the obligations of cooperative members before executing the Unit Franchise Agreement.

Delivery of a signature by facsimile or electronic transmission of this Preliminary Letter Agreement will constitute a valid and binding execution and delivery and will constitute an

## EXHIBIT K

enforceable original document effective as of the date set forth below. This Preliminary Letter Agreement may be executed through the use of electronic signature, which Applicant acknowledges is a lawful means of obtaining signatures. Applicant agrees that an electronic signature is the legal equivalent of a manual signature on this Preliminary Letter Agreement. Applicant further agrees that the use of a key pad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes Applicant's signature, acceptance and agreement as if actually signed by Applicant in writing. However, if this Preliminary Letter Agreement has been executed by electronic transmission, Applicant agrees to execute original manually signed copies (to be effective as the date set forth below), upon Wendy's request at any time.

Please execute this Preliminary Letter Agreement and return it to me along with the application fee, as soon as possible, but in any event prior to the commencement of training. Thank you for your interest.

**FRANCHISOR:**  
**QUALITY IS OUR RECIPE, LLC**

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

Legal Dept. \_\_\_\_\_

Subject to the terms and conditions of this Preliminary Letter Agreement, which terms and conditions are acceptable to me, I desire to proceed with training.

*APPLICANT*

\_\_\_\_\_  
Date: **DO NOT SIGN HERE**, Individually

# EXHIBIT L

## PROJECT MANAGEMENT AGREEMENT

THIS PROJECT MANAGEMENT AGREEMENT (the “**Agreement**”) is made as of the \_\_\_ day of \_\_\_\_\_, 202\_\_ (“**Effective Date**”), by and between **QUALITY IS OUR RECIPE, LLC**, a Delaware limited liability company (“**Franchisor**”), and \_\_\_\_\_ an individual (on behalf of themselves and the to be named Franchisee, collectively, “**Franchisee**”).

### WITNESSETH:

**WHEREAS**, Franchisee wishes to retain Franchisor to provide certain project management services with respect to one or more construction projects on the following terms and conditions; and

**WHEREAS**, the possible budget range has been disclosed within the applicable Franchise Agreement and the Franchise Disclosure Document, and Franchisee has seen and approved the Preliminary Budget Disclosure and understands that the actual resulting budget may vary and that there are no Project termination rights afforded to Franchisee in the event of any material increase in the said budget; and

**WHEREAS**, Franchisor agrees to provide such services on the terms and conditions contained herein.

**NOW THEREFORE**, in consideration of the payment hereinafter specified to be made by Franchisee, and in consideration of the agreements and mutual covenants of the parties herein contained, the parties hereto hereby agree as follows:

### SECTION I. SCOPE OF SERVICES

1.1 Basic Services. From time to time upon the request of Franchisee evidenced by the issuance of a project authorization in the form attached hereto as **Exhibit A** (a “**Project Authorization**”) and incorporated herein, for the construction project at the project location enumerated thereon (the “**Project**”), and agreement by Franchisor, Franchisee hereby hires Franchisor and Franchisor hereby agrees that it shall perform the project management consultant services (the “**Services**”) on the terms and conditions set forth herein. Franchisor shall perform some or all of the Services generally described in **Exhibit B**, as determined to be appropriate in Franchisor’s reasonable judgment based on then-existing circumstances of the Project and evidenced by a Project Authorization. Upon issuance of a Project Authorization by Franchisee, each Project Authorization shall be deemed incorporated into and made a part of this Agreement. Franchisor shall perform the Services for each Project in accordance with the schedule set forth in the project management system for such Project (hereinafter “**Gateway**”). The issuance and execution by Franchisee and Franchisor of a Project Authorization shall constitute Franchisor’s authority to proceed to provide Services with respect to the applicable Project, and Franchisor shall not be obligated or authorized to perform any Services with respect to any Project until a Project Authorization for such Project has been signed by both Franchisee and Franchisor. In the event there are any conflicts between the preprinted terms and conditions of the Project Authorization and this Agreement, the terms and conditions of this Agreement shall control.

1.2 Additional Service Providers. Franchisee and Franchisor acknowledge and agree that Franchisee may require the services of others outside of Franchisor, including, but not limited to, architects, space planners, engineers, general contractors, local legal counsel or consultants or permit expeditors, kitchen equipment suppliers, installers and/or other consultants and contractors in connection with the Project (“**Additional Service Providers**”). During the Project, Franchisor may identify the need for and/or recommend to Franchisee that it retain Additional Service Providers to assist with the Project. Franchisee agrees to retain and use only those Additional Service Providers previously approved by Franchisor or who are otherwise qualified and approved by Franchisor acting in its commercially reasonable discretion. It is expressly agreed and understood that Franchisor shall not be responsible or liable for the engagement or actions of any Additional Service Providers, and all Additional Service Providers shall be engaged directly by Franchisee and shall be compensated solely by Franchisee. In the event Franchisee retains any Additional Service Providers to achieve Franchisee’s objectives

## EXHIBIT L

for such Projects, Franchisor shall maintain a working relationship with such Additional Service Providers in accordance with acceptable industry standards.

### SECTION 2. FRANCHISOR'S DUTIES AND STATUS

2.1 Service Standards. Franchisor shall perform the Services with care, skill, and diligence, in accordance with the standards applicable generally to those performing similar services and in accordance with applicable laws, ordinances and regulations. Franchisor agrees to use good faith efforts to perform all services and obligations required under this Agreement and any other agreements entered into by Franchisee which are managed or administered by Franchisor so that each Project is completed within the time schedule as determined by the mutual agreement of Franchisor and Franchisee (with input from Franchisee's General Contractor and any Additional Service Providers) (the "**Schedule**"). The Schedule will be posted and maintained in Franchisor's proprietary project management software "**Gateway**". Franchisee agrees to cause its General Contractor and any Additional Service Providers to provide regular updates and communication with Franchisor with respect to the Schedule and with respect to all matters whatsoever with respect to the Project.

2.2 Independent Contractor. Franchisor shall assume all duties under this Agreement as an independent contractor; and in no event shall this be considered an agreement of employment, partnership or agency. Franchisee shall have no control or supervision over the particular manner or method by which Franchisor accomplishes the performance of the Services, such matters being in the exclusive charge and control of Franchisor. Franchisor shall be solely responsible for all wages and benefits owed to its employees, and Franchisee shall have no obligation with respect thereto.

2.3 Construction Manager. Franchisor shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement. Franchisor shall designate an employee of it or any one of its affiliates as the construction manager (the "**Construction Manager**") for the Project, and may reassign such personnel or designate additional personnel, in Franchisor's sole discretion, and as it deems necessary, to perform the Services for the Project. The Construction Manager will provide and coordinate the defined Services through completion of the Project. Upon request, Franchisor will provide to Franchisee, or its designee, a summary of the professional qualifications of the designated Construction Manager.

### SECTION 3. COMPENSATION

3.1 Project Fee. Franchisor shall be paid the fee set forth in the Project Authorization (the "**Project Fee**") for performing the Services for each Project on the terms set forth in Section 3.3 below.

3.2 Expenses. Notwithstanding the foregoing and the Project Fee set forth above, any out-of-pocket expenses (the "**Reimbursables**") incurred by Franchisor in connection with each Project, including but not limited to travel expenses, are excluded from the Project Fee for each Project and shall be reimbursed by Franchisee separately within thirty (30) days of Franchisee's receipt of an invoice for such out-of-pocket expenses. Travel expenses shall be charged and managed in accordance with Franchisor's current travel policy guidelines, as may be modified from time to time. Franchisee acknowledges that Franchisee has received Franchisor's current travel policy.

3.3 Terms of Payment. The Project Fee shall be due and payable prior to or as of the date of this Agreement. Thereafter, Franchisor may elect issue monthly or periodic invoices for any Reimbursables and/or Additional Services and/or any other amounts then due (collectively, "**Amounts Due**") under this Agreement in excess of the Project Fee. In addition to the monthly or periodic billings, upon substantial completion of the Project (the "**Turnover Date**"), Franchisor will issue an invoice for any known the Amounts Due which shall be immediately due and payable to Franchisor and paid no later than the Restaurant Open Date. Within ninety (90) days after the Turnover Date or as soon as practical thereafter, Franchisor will issue a final invoice to Franchisee for the balance, if any, of any unpaid or remaining Amounts Due. Other than any invoice issued on the

## EXHIBIT L

Turnover Date which may be due sooner than thirty (30) days after receipt, all invoices shall be due and payable by Franchisee to Franchisor within thirty (30) days of receipt by Franchisee of each Franchisor invoice. All other payments due from one party to the other under this Agreement shall be due and payable thirty (30) days following receipt of written demand therefor. Delinquent payments hereunder shall earn interest from the date due until paid at the lesser of: (i) the rate of one percent (1%) per month (i.e.: 12% per annum) or (ii) the maximum rate permitted by law. Franchisee shall reimburse Franchisor for attorneys' fees and other expenses reasonably incurred by Franchisor related to or arising out of the collection of any late payments.

3.4 Adjustments to Project Fee. If the scope of a Project increases beyond that contemplated in **Exhibit A** or **Exhibit B** or should the completion of a Project be delayed through no fault of Franchisor or should a change be made in a Project which does not increase the scope or duration of the Project, but which requires an increase in Franchisor personnel committed to the Project, then the Project Fee for such Project will be increased as is reasonably agreed between the parties.

3.5 Additional Services. If either party determines that any services not included in the Services described in **Exhibit B** are required in connection with a Project ("Additional Services"), such party shall give prompt notice to the other party. If Franchisee desires Franchisor to perform the Additional Services and Franchisor agrees, the parties shall enter into a modification to this Agreement substantially in the form of **Exhibit C** attached hereto and made a part hereof which shall provide for performance by Franchisor of the Additional Services and any increase in the Project Fee for such Project as a result thereof. In no event shall (i) Franchisor be required or authorized to perform any Additional Services, or (ii) the Project Fee for a Project be increased in connection with Additional Services, unless the parties have agreed in writing to such Additional Services and any increase in the Project Fee.

3.6 Project Budget. The CM shall prepare that Preliminary Budget Disclosure to be provided to and executed by the Franchisee, as shown in the form of **Exhibit D** attached hereto and made a part hereof. A signed copy shall be maintained in Gateway. Franchisee acknowledges and agrees that the possible budget range has been disclosed within the Franchise Agreement and the Franchise Disclosure Document, and Franchisee has seen and approved the Preliminary Budget Disclosure and understands that the actual resulting budget may vary and that there are no Project termination rights afforded to Franchisee in the event of any material increase in the said budget.

### SECTION 4. INDEMNIFICATION

4.1 Franchisor's Indemnity. Franchisor shall indemnify Franchisee, its subsidiaries and affiliates and the employees, partners, officers, directors, members, shareholders and agents of each from any and all losses, liabilities, costs and expenses, including without limitation reasonable attorney's fees, reasonable expert witness fees and court costs, arising out of claims by third parties and sustained or incurred by or asserted against Franchisee by reasons of or arising out of Franchisor's gross negligence, intentional misconduct or omissions, fraud in connection with this Agreement or any Project or Services or any material breach of this Agreement.

4.2 Franchisee's Indemnity. Franchisee shall defend (with counsel reasonably acceptable to Franchisor), indemnify and hold harmless Franchisor, its subsidiaries and affiliates and the employees, partners, officers, directors, members, shareholders and agents of each from and against all losses, liabilities, costs and expenses, including without limitation reasonable attorney's fees, reasonable expert witness fees and court costs incurred either as a defendant or witness and arising out of claims by third parties in connection with: (i) this Agreement, any Project or Services, to the extent such claims relate to Franchisor's duties or obligations that are within the scope of this Agreement; or (ii) any actual or alleged violation by Franchisee of any applicable laws, codes, ordinances, rules and regulations, except to the extent such claims arise out of Franchisor's gross negligence, intentional misconduct or omissions, fraud in connection with this Agreement, any Project or Services, or any material breach of this Agreement by Franchisor.

## EXHIBIT L

Franchisee shall execute and deliver to Wendy's the *General Release of All Claims* in the form attached hereto and made a part hereof as Exhibit E.

### SECTION 5. INSURANCE

5.1 Franchisor's Insurance. During the term of this Agreement, Franchisor shall carry the following insurance, at its own expense:

- (a) Worker's Compensation and Employer's Liability: coverage in accordance with the statutory requirements in all states and/or provinces in which the Franchisor conducts operations and including Employer's Liability coverage with limits not less than \$500,000 bodily injury, each accident or disease.
- (b) Commercial General Liability Insurance: \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$1,000,000 personal and advertising injury, \$1,000,000 product liability aggregate.
- (c) Business Automobile Liability: \$1,000,000 each accident, combined single limit, bodily injury and property damage, for any auto, vehicle or mobile equipment operated by Franchisor.

The foregoing policies are collectively referred to as "**Franchisor's Policies**." Franchisor's Policies must be maintained with companies having an A.M. Best's rating of A- VII or better. Franchisor shall provide Franchisee with certificates of insurance evidencing Franchisor's Policies within fifteen (15) days of the execution of this Agreement.

5.2 Franchisee's Insurance. During the term of this Agreement, Franchisee shall carry such coverages types and in such minimum coverage amounts as set forth in further detail in the applicable Franchise Agreement and in the *Minimum Insurance Requirements* and insurance guidelines, as amended from time-to-time, as the same are amended from available on WeConnect, including, but not limited to, the following insurance, at its own expense:

- (a) Commercial General Liability: \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$1,000,000 personal and advertising injury, \$1,000,000 product liability aggregate. Coverage shall be written on an occurrence basis, on ISO form CG-00-01-04-13 or its then substantial equivalent. For claims arising out of or in any way related, directly or indirectly, to the Franchise Agreement, the Premises, its occupancy or the operation of the Restaurant, the policy shall name The Wendy's Company, its subsidiaries and divisions, affiliates, directors, officers, agents, and employees (collectively, for purposes of reference to said policies, "**Wendy's**") as additional insureds, provide coverage on a primary basis, and not contributory with or excess over any other insurance or self-insurance available to the Wendy's, provide cross-liability coverage consistent with standard ISO form separation of insureds clause, and shall be endorsed with ISO Form CG-24-04, "Waiver of Transfer of Right of Recovery Against Others to Us," or the substantial equivalent. The additional insured endorsement shall have no added exclusions or limitations of coverage to limits of liability contractually required or percentage of negligence attributed to the named insured. There shall be no exclusion, limitation, or endorsement in the policy, other than those standard exclusions and limitations inherent to the aforementioned ISO form, that serves to restrict or limit additional insured status, contractual liability, or products liability.
- (b) Property: Special Form, All-Risk Property Insurance, on a replacement cost basis, to the full value of the Restaurant and all Franchisee improvements in or about the Premises. Coverage shall include business interruption for a period not less than 12 months from the date of any loss or damage. Franchisee may carry such insurance under a blanket policy, provided such policy includes coverage for the Restaurant and Premises equivalent to that which would be available under a separate policy. Coverage shall include a waiver of subrogation in favor of Wendy's and shall name Wendy's an

## EXHIBIT L

additional interest and loss payee in accordance with Wendy's interests. In addition to the foregoing: Franchisee will provide (or will cause its General Contractor to provide) at its expense builders risk insurance for construction that covers special risk perils including earthquake, flood, fire, and theft of materials stored at or within 1,000 feet of each Project site.

(c) Business Automobile Liability: \$1,000,000 each accident, combined single limit, bodily injury and property damage, for any auto, vehicle or mobile equipment operated by Franchisee, in any way related, directly or indirectly, to the Franchise Agreement, the Premises, or occupancy or operation of the Restaurant. Coverage shall be written on ISO Form CA-00-01, or a form providing equivalent liability coverage. The policy shall apply to "Any Auto" including without limitation all owned, non-owned, hired, rented, leased or borrowed motor vehicles and all mobile equipment used by Franchisee and shall provide cross-liability coverage as provided under standard ISO forms separation of insureds clause.

(d) Umbrella Excess Liability: \$2,000,000 each occurrence, with the Commercial General Liability, Business Auto Liability and Employer's Liability policies described herein appearing as Scheduled Underlying Policies. The policy shall recognize Wendy's, its subsidiaries and divisions, affiliates, directors, officers, agents, and employees as additional insureds and provide coverage for the interests of Wendy's on a primary or first excess basis, and not contributory with or excess over any other insurance or self-insurance available to Wendy's. The additional insured endorsement shall have no added exclusions or limitations of coverage to limits of liability contractually required; or percentage of negligence attributed to the named insured. The policy shall be in a following form or a form at least as broad as the required underlying policies.

(e) Cyber Risk: Including coverage for claims arising out of or related to (1) investigation of an actual or alleged security failure, privacy event, security breach or other related incident, including but not limited to forensic services, legal counsel and breach coaching services, breach response and notification services, call center services, credit and identity theft monitoring and protection services, media and public relations services; (2) business income/business interruption/extra expense; (3) digital and data asset protection and restoration; (4) network security & consumer privacy liability; (5) regulatory defense and indemnification, including fines and assessments; (6) multimedia liability; (7) cyber extortion, including but not limited to the use of ransomware or other malware to compromise Franchisee's systems; and (8) social engineering or other forms of electronic manipulation that result in covered loss. The policy shall include limits not less than \$1,000,000 each claim and shall be endorsed to name Wendy's an additional insured.

(f) Worker's Compensation and Employer's Liability: Worker's Compensation coverage in accordance with the statutory requirements in all states and/or provinces in which the Franchisee conducts operations and including Employer's Liability coverage with limits not less than \$500,000 bodily injury, each accident or disease. If Franchisee utilizes a program of self-insurance, a Certificate of Authority from the state is required, along with a policy of Excess Worker's Compensation insurance in excess of the self-insured limit and including Employer's Liability, each with limits not less than \$500,000 bodily injury, each accident or disease. The policy shall provide a waiver of subrogation in favor of Wendy's. Depending on the corporate structure of your business, the Franchisee entity may not be the appropriate carrier of Worker's Compensation or Employer's Liability coverage. In this case, Franchisee may satisfy this requirement by causing it appropriate affiliated entity to carry such coverage(s).



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Further with regard to each of the aforementioned insurance policies:

1. Each policy shall be underwritten by a duly licensed and admitted insurance carrier with a current minimum A.M. Best Rating of A- VIII or the substantial equivalent rating provided by Fitch, Standard & Poor's, or Moody's.
2. Franchisee shall provide Wendy's with written notification, within 30 days of the effective date, of the cancellation, non-renewal or material change in coverage or coverage limits.
3. There shall be no deductible or self-insured retention in excess of \$50,000 maintained by Franchisee with respect to any of the foregoing insurance, without Wendy's prior written approval. All deductibles, self-insurance and premiums associated with the required insurance shall be the responsibility of the Franchisee. With regard to liabilities, losses, claims, suits, actions, allegations, legal or administrative proceedings, debts, demands, damages, and expenses, including defense costs and attorney's fees, that remain within deductibles or self-insured retentions, Franchisee agrees to assume obligations that would otherwise have existed on the part of an insurer to an additional insured.
4. Franchisee shall deliver, or cause to be delivered to Franchisee, on or prior to the effective date of the Franchise Agreement and thereafter, not more than ten (10) days subsequent to the expiration dates of the policies, a new or renewal Certificate of Insurance, executed by a duly authorized representative of each insurer. Such Certificate shall evidence compliance with the requirements stated herein and shall expressly and conspicuously reflect the amount of each deductible or self-insured retention.

When requested by Wendy's, Franchisee shall provide true and complete copies of insurance policies to Wendy's within ten (10) full business days of any such request.

Should Franchisee fail to maintain or renew any insurance provided for hereunder, or to pay the premium, or to comply with the requirements noted herein, Wendy's, at its option, but without obligation to do so, may, upon five days' notice to Franchisee, cure such failure, and any sums so expended by Wendy's, together with Wendy's reasonable administrative expense in connection therewith, shall thereafter be due from and payable by Franchisee.

Neither the approval, disapproval or failure to act by Wendy's regarding any document reflecting insurance on behalf of Franchisee, nor the bankruptcy, insolvency or denial of liability by any insurance company shall relieve Franchisee of full responsibility or liability for damages and accidents as set forth herein.

5.3 Mutual Waiver. All property damage insurance policies required of each of the parties hereunder shall contain appropriate clauses pursuant to which the respective insurance carriers shall waive all rights of subrogation with respect to losses payable under such policies; and each party waives any claims against the other party for any damage to its property.

### SECTION 6. LIMITATION OF FRANCHISOR'S SERVICES

6.1 Technical Matters. Franchisor shall make recommendations to Franchisee as to experts to use in the evaluation of regulatory requirements related to each Project including zoning ordinances, public facilities requirements, accessibility and other requirements of the jurisdiction in which each Project is located ("**Technical Matters**") and shall coordinate the work of such experts with that of the other consultants, contractors, suppliers and service providers working on each Project in accordance with Section 1.2 above. Notwithstanding the foregoing, Franchisee acknowledges that Franchisor is not an expert in and is not responsible for Technical Matters, and Franchisee shall rely solely on the judgments of the experts Franchisee hires with respect to such Technical Matters.

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6.2 No Guaranties. Franchisee acknowledges and agrees that Franchisor's obligation under this Agreement is to use commercially reasonable efforts to assist with each Project in accordance with plans and specifications, preliminary budget and schedules presented to Franchisee, but that Franchisor shall not be deemed to have given any guaranty or warranty that any of the foregoing can be accomplished; and notwithstanding anything in this Agreement shall not be liable for the errors, omissions or breaches of contract by any other party providing goods or services to any Project, including the architect and general contractor for any Project. Franchisor, however, shall promptly notify Franchisee when it reasonably anticipates that a Project cannot be constructed in accordance with the plans and specifications, preliminary budget and schedules presented to Franchisee.

6.3 No Legal Services. Franchisee acknowledges and agrees that it will be responsible for preparing any legal contracts in connection with each Project(s). It is expressly understood and agreed that Franchisor is not providing any legal advice or legal services in connection with this Agreement, each Project(s) or the Additional Services, and Franchisee agrees to hold Franchisor harmless in this regard. Franchisee agrees that its legal advisors (external or in-house) shall be engaged directly by Franchisee and shall be compensated by the Franchisee.

6.4 Disclaimer. FRANCHISEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT ANY CONSTRUCTION AND/OR CONSTRUCTION MANAGEMENT PROJECT INVOLVES SUBSTANTIAL COMPLEXITY, UNCERTAINTY, AND RISK, INCLUDING, BUT NOT LIMITED TO, TECHNICAL, LOGISTICAL, ENVIRONMENTAL, MANAGEMENT, OPERATIONAL, BUSINESS AND FINANCIAL RISK. EXCEPT AS STATED IN SECTION 2.1, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL FRANCHISOR BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, LIQUIDATED, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF IT HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

6.5 Limitation on Liability. Notwithstanding anything else contained in this Agreement herein to the contrary, each party shall look solely to the assets of the other party for satisfaction of any liabilities or obligations relating to this engagement, and no officer, director, employee, partner, affiliate, shareholder or agent of either party shall be personally responsible for any such liabilities or obligations. In addition, in no event shall Franchisor's liability to Franchisee with respect to each Project exceed the fees paid to Franchisor, or if such liability is covered by the insurance required to be carried by Franchisor as set forth in this Agreement, the insurance paid under the applicable insurance policy. Further, Franchisor shall not be liable for any violation of laws by Franchisee or its General Contractor, including, by way of example only, failure to adhere to building codes, labor regulations, or stop-work orders or social distancing/stay at home orders or directives and agrees to indemnify and defend Franchisor for any claims, fines, charges or other losses (civil and criminal) if Franchisee allows the Project to proceed in violation. If Franchisor informs Franchisee of any alleged violations, Franchisee agrees to seek separate legal counsel and advice.

### SECTION 7. TERMINATION

7.1 Right to Terminate. Either party may terminate this Agreement or any individual Project Authorization upon at least 30 days' prior written notice to the other party; provided, however, such termination shall not affect any other outstanding Project Authorization(s), and this Agreement and/or such other outstanding Project Authorization(s) shall remain in full force and effect until completion of the Projects covered by such Project Authorizations. Further, Franchisor reserves the right to terminate this Agreement and/or any Project Authorization immediately in the event of a material default hereunder or under a Project Authorization, Franchise Agreement, Sublease or Lease or any other agreement with Wendy's if such default has not been cured within ten (10) days after written notice to Franchisee.

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### 7.2 Payment Upon Termination.

(a) In the event that Franchisee elects to terminate this Agreement but desires to continue the Project without Franchisor's assistance as Construction Manager, Franchisee shall provide Franchisor with at least thirty (30) days' prior written notice prior to the termination date, and shall provide Franchisor with evidence satisfactory to Franchisor, in its commercially reasonable discretion, that the Project has been reassigned to another suitable firm or, if Franchisee elects to construct the Project itself, that Franchisee has suitable personnel or resources to successfully complete the Project to Franchisor's standards and in accordance with the obligations under the Franchise Agreement (and any applicable Lease and/or Sublease in the event that Franchisor is in the chain of title to the Property). In such event, the Project Fee shall be non-refundable to Franchisee and shall be deemed as fully earned by Franchisor. Further, Franchisee shall promptly pay to Franchisor any additional amounts accrued through such Termination Date for any Reimbursables and/or Additional Services and/or any other amounts, if any, due under this Agreement in excess of the Project Fee.

(b) If Franchisor otherwise consents to the termination of the Project or terminates the Project, Franchisor shall be entitled to retain all or a proportionate share of the Project Fee as compensation for all services and Reimbursables and any Additional Services performed up to the Project termination date. Further, Franchisee shall promptly pay to Franchisor any additional amounts accrued through such termination date for any Reimbursables and/or Additional Services and/or any other amounts, if any, due under this Agreement in excess of the Project Fee. Any balance of the Project Fee remaining thereafter shall be applied first as a credit towards any other fees and expenses that Franchisee may then owe Franchisor with respect to any other Project, any other Wendy's system restaurant or under any other Franchise Agreement, and, with respect to any balance left over, at the option of Franchisee held towards a future Project Authorization or refunded by check.

7.3 Evidence of Succession Plan. Franchisee shall provide with evidence satisfactory to Franchisor, in its commercially reasonable discretion, that the Project has been reassigned to another approved construction manager or Additional Service Provider(s). If Franchisee elects to manage the Project itself, that Franchisee shall provide evidence that it has suitable personnel or resources to successfully complete the Project to Franchisor standards and in accordance with the obligations under the Franchise Agreement and within the terms and conditions contained in the applicable Lease and/or Sublease.

## SECTION 8. NOTICES

8.1 Address for Notices. The addresses of Franchisee and Franchisor for service of any notices and reports hereunder shall be respectively as follows:

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Franchisor:

Quality Is Our Recipe, LLC  
One Dave Thomas Blvd.  
Dublin, OH 43017  
Attention: Regional Construction Director

Franchisee:

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

with a copy to:

Quality Is Our Recipe, LLC  
One Dave Thomas Blvd.  
Dublin, OH 43017  
Attention: Legal Department  
(Real Estate Site# \_\_\_\_\_)

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

with a copy to:

8.2 Delivery of Notices. Any notice required or permitted to be given hereunder shall be hand delivered, sent by nationally recognized delivery service, or sent by registered mail, return receipt requested, to Franchisee or Franchisor at its respective address shown above. Any such notice shall be deemed to have been received by the party to whom it is addressed on the date and at the time it is so delivered, or upon refusal of such delivery.

### SECTION 9. MISCELLANEOUS

9.1 Confidentiality. Except as may be required by any governmental entity having jurisdiction over either of the parties, and except as may be necessary to perform services hereunder, each party to this Agreement shall not disclose to any third party any confidential information that either party makes available to the other, including the information relating to each Project or the terms of this Agreement. Each party agrees to limit access to any such information to those employees and representatives reasonably requiring such access for purposes of providing the Services and shall request that its employees and representatives maintain the confidentiality of such information in accordance with the terms hereof.

9.2 Complete Agreement; Amendments. This Agreement and all Exhibits attached hereto, which are incorporated herein by this reference, contain the entire agreement between Franchisee and Franchisor and supersedes and replaces all previous agreements, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may not be changed, modified, amended, or discharged, except by an agreement in writing.

9.3 No Partnership. Nothing contained in this Agreement or in any of the contract documents relating to any Project shall be deemed or construed by the parties hereto or by any third person to create the relationship of partnership or joint venture. Franchisor is entering into this Agreement solely as a contractor for Franchisee and both parties acknowledge that no fiduciary relationship exists between Franchisee and Franchisor by virtue of this Agreement.

9.4 Publicity and Confidential Information. Franchisor and Franchisee shall not publicize its involvement in the specific work contemplated by this Agreement or supply any person with information concerning this Agreement, any Projects, or without prior written approval of the other party except where necessary to carry out the obligations under this Agreement. Franchisee shall not use or supply to any third person (or shall cause any of its contractors, agents or employees not to use or supply) any information relating to any manufacturing process or any trade secrets of Franchisor which the Franchisee may have acquired in any of the Projects under this Agreement.

9.5 Non-Solicitation. Franchisee and Franchisor agree not to, without the prior written consent of the other party, directly or indirectly, make any offers, enticements or inducements to cause any employee of the other

## EXHIBIT L

party (while such employee is employed by such other party and for a period of one (1) year after the completion of any Project) to leave the employ of such other party and to enter into employment with the enticing party, including without limitation, engaging such employee as an independent contractor. Notwithstanding the foregoing, such limitation shall not apply to an employee of either party where such employee's employment has been terminated by the original employing party, or where such employee directly approaches the other party without any offer, enticement or inducement from such other party. In the event of a breach of this provision, and because the parties acknowledge the difficulty of calculating actual damages in such an event, the breaching party agrees to pay, as liquidated damages and not as a penalty, the sum of \$100,000.00 for each employee hired in violation of this Section 9.5.

9.6 Applicable Law. This Agreement shall be construed under and interpreted in accordance with the internal laws of the State of \_\_\_\_\_.

9.7 Survival. The provisions of Sections 3, 4, 5, 6, 7, 8 and 9 of this Agreement shall survive the expiration or termination of this Agreement.

9.8 Successors and Assigns. Neither party may assign its rights or obligations hereunder except to an affiliate or to any entity which acquires all or substantially all of the assets and business of either party. Except as set forth in the immediately preceding sentence, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

9.9 Limitation on Liability. Notwithstanding anything else contained in this Agreement herein to the contrary, each party shall look solely to the assets of the other party for satisfaction of any liabilities or obligations relating to this engagement, and no officer, director, employee, partner, affiliate, shareholder or agent of either party shall be personally responsible for any such liabilities or obligations. In addition, each party waives any claims for punitive, consequential, speculative or exemplary damages that may or may not arise out of this Agreement, including, without limitation, lost revenue or profit, even if a party has knowledge of the possibility of such damages; and, in no event shall Franchisor liability to Franchisee with respect to each Project exceed the annual fees paid, or if such liability should be covered by the insurance required to be carried by Franchisor as set forth in this Agreement, the limits of insurance set forth in this Agreement for the applicable insurance policy. Further, Franchisor shall not be liable for any violation of laws by Franchisee or its General Contractor, including, by way of example only, failure to adhere to building codes, labor regulations, or stop-work orders or social distancing/stay at home orders or directives and agrees to indemnify and defend Franchisor for any claims, fines, charges or other losses (civil and criminal) if Franchisee allows the Project to proceed in violation. If Franchisor informs Franchisee of any alleged violations, Franchisee agrees to seek separate legal counsel and advice.

9.10 Litigation Expenses. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all its costs and expenses in such litigation, including reasonable attorneys' fees and court costs, from the other party.

9.11 Taxes. The Project Fees and any other fees or charges to Franchisee pursuant to this Agreement are exclusive of any applicable taxes, including, without limitation, sales, use, excise, value-added or ad valorem taxes (collectively, "**Taxes**"). The parties acknowledge and agree that Franchisor is not intended to be nor shall it be deemed to be, a "reseller" of any goods or services, and that all transactions or invoices approved by and/or posted by and/or through Franchisor or through Gateway is solely for the convenience of Franchisee. Franchisee shall be directly responsible for determining whether Taxes apply to any transactions arising pursuant to this Agreement and to whom such Taxes are properly payable and shall bear full liability for such Taxes. Any Taxes for which Franchisor believes it is legally obligated to collect from Franchisee with respect to transactions arising pursuant to this Agreement will be separately stated on the applicable invoice provided by Franchisor to Franchisee and shall be due and payable by Franchisee to Franchisor absent receipt of evidence from Franchisee validating Franchisee's exemption from such Taxes. Notwithstanding anything to the

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foregoing, Franchisee shall bear full responsibility for any tax, interest or penalties imposed by any taxing authority because of Franchisee's failure to timely or completely pay Taxes, to Franchisor or the appropriate taxing authority, on any transactions or payments arising pursuant to this Agreement and Franchisee agrees to indemnify and defend Franchisor against for any claims, fines, charges or other losses (civil and criminal) related to such Taxes.

9.12 Rules of Interpretation. The headings set forth herein are for the convenience of the parties only and shall not be used to interpret the meaning of this Agreement. Each party agrees that it has been represented by counsel and has participated in the negotiation of this Agreement, and this Agreement shall not be construed against either party on the theory that such party drafted this Agreement. In the event any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected thereby.

9.13 Term; Increases. This Agreement shall remain in full force and effect until the completion of the Project. If the Project becomes dormant for more than eighteen (18) months, this Agreement shall, at the option of Franchisor, be terminable or subject to revision with respect to the applicable Project Fee if such Project is revived.

With respect to the extension of this Agreement to additional Projects (if any), this Agreement shall be valid for a period of three (3) years from and after the Expiration Date and the Project Fees as set forth in herein are subject to annual review and adjustment by Franchisor, and may be revised from time-to-time, and without advance prior written notice to Franchisee, but will be disclosed to Franchisee in advance of the execution of any subsequent Agreements or "Project Authorizations". For clarity, upon the execution of any such additional Agreements or Project Authorization, the Project Fee shall remain fixed with respect to such Project only.

9.14 Force Majeure. Franchisor shall be excused from the performance of any of their obligations, or the performance or pursuit of any items pursuant to the timelines or critical dates declared by Franchisee or its Additional Service Providers or third-parties, for the period of any delay resulting from any cause beyond its control, including, without limitation, all labor disputes, governmental regulations or controls, fires or other casualties, local, state/provincial or national emergencies, the inability to obtain any material or services, riots, insurrections, the act or failure to act of the other party due to the any of the conditions in this subsection, adverse weather conditions preventing the performance of work as certified by the general contractor and/or architect, war, pandemic outbreak or other health emergency declared by the World Health Organization, the Center for Disease Control or other applicable governmental health department, or other reason beyond such party's reasonable control, or acts of God; subject to any express provision in this Agreement stating that force majeure shall not excuse a delay. The foregoing shall not excuse the payment of rents or other monetary obligations owed by Franchisee to Franchisor or to a third-party.

9.15 Authority; Execution.

The undersigned, signing on behalf of Franchisee, represents, warrants and agrees that (s)he is specifically authorized to sign and deliver this Agreement on behalf of all persons, corporations, partnerships, and other legal entities constituting the named "franchisees"/"franchise owners" under the Franchise Agreements and that this Agreement constitutes a valid and binding legal obligation of all such named franchisees/franchise owners of the Franchise Agreements.

This Agreement may be executed and exchanged by facsimile or electronic mail transmission and the facsimile or electronic mail copies of each party's respective signature will be binding as if the same were an original signature. This Agreement may also be executed using electronic signatures, which each party acknowledges is a lawful means of obtaining signatures in their respective jurisdictions. Each party agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. Each party further agrees that its use of a keypad, mouse or other device to select an item, button, icon or similar act/action,

# EXHIBIT L

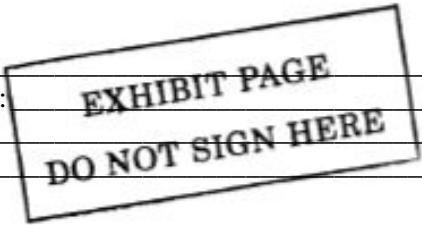
regarding any agreement, acknowledgment, consent terms, disclosures or conditions constitutes its signature, acceptance and agreement as if signed by such party in writing.

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

**FRANCHISOR:**

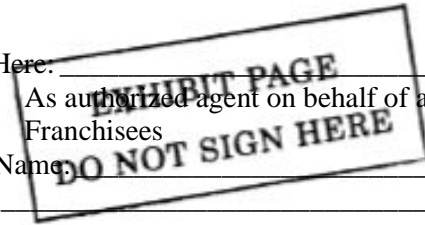
**QUALITY IS OUR RECIPE, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



**FRANCHISEE:**

Sign Here: \_\_\_\_\_  
As authorized agent on behalf of all named  
Franchisees  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_



# EXHIBIT L

## Exhibit A

### Project Authorization

---

This Project Authorization (“**Authorization**”) is executed between **QUALITY IS OUR RECIPE, LLC**, a Delaware limited liability company (“**Franchisor**”), and \_\_\_\_\_ (“**Franchisee**”) for the following Project as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, whereby Franchisee hereby authorizes Franchisor to manage the construction of the Project, subject to the terms and conditions of the Project Management Agreement between Quality Is Our Recipe, LLC and \_\_\_\_\_, an individual (on behalf of themselves and the named Franchisee(s)), dated \_\_\_\_\_ (the “**Project Management Agreement**”).

This Authorization is entered into under the provisions of the Project Management Agreement, and except as provided below, all the terms and provisions of the Project Management Agreement are incorporated herein by reference as if fully set forth herein and remain in full force and effect. In the event of any inconsistency between the terms of this Authorization and the Project Management Agreement, this Authorization shall control as to the subject matter of this Authorization. Capitalized terms used in this Authorization, to the extent not otherwise defined in this Authorization, shall have the same meanings as in the Project Management Agreement.

#### 1. Project.

1.1 Project Description. Franchisee hereby identifies the following new Project to performed at the following Restaurant and hereby hires Franchisor as Construction Manager for the Project pursuant to the terms and conditions of the Project Management Agreement and subject to the Project Management Services Scope of Work attached thereto and incorporated by reference into this Authorization (except as may be amended in writing as attached hereto):

Wendy’s Restaurant Number: \_\_\_\_\_

Property Address: \_\_\_\_\_

General Contractor (if known): \_\_\_\_\_

1.2 Project Type and Project Fee. The Project Type shall be as selected below and current total Project Fee for the Project at the time of the execution of this Authorization shall be the flat fee (plus Reimbursables as provided in the Project Management Agreement) set forth in the table below, payable upon execution of this Authorization:

Franchisee Initials	Franchisor Initials	Project Type and Project Fee
		Remodel, Refresh or Refresh Lite- \$20,000.00
		New Store or Scrape and Rebuild - \$35,000.00
		<b>Additional Project Fee \$</b> _____ <b>Note:</b> <i>If the actual scope of work the selected Project Type exceeds the base scope for such Project Type, in Franchisor’s commercially reasonable opinion, the Additional Project Fee shall be as set above.</i>



# EXHIBIT L

## 2. MISCELLANEOUS:

2.1 The Project Management Agreement and any exhibits thereto and this Authorization constitute the entire agreement between the Parties with respect to the subject matter hereof. There are no agreements, representations, warranties, promises, covenants, commitments or undertakings other than those expressly set forth herein and therein. In the event there are any conflicts between the preprinted terms and conditions of this Project Authorization and the Property Management Agreement, the terms and conditions of the Property Management Agreement shall control. This Authorization supersedes all prior agreements, representations, warranties, promises, covenants, commitments or undertaking, whether written or oral, with respect to the subject matter contained in this Authorization. No amendment, modification, change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such amendment, modification, change, waiver, or discharge is sought to be enforced, provided that normal day-to-day project communications and instructions may be via email.

2.2 Governing Law. This Agreement shall be construed in accordance with and governed by and interpreted in accordance with the laws of the State of \_\_\_\_\_.

2.3 Authority; Execution. The undersigned, signing on behalf of Franchisee, represents, warrants and agrees that (s)he is specifically authorized to sign and deliver this Agreement on behalf of all persons, corporations, partnerships, and other legal entities constituting the named "franchisees"/"franchise owners" under the Franchise Agreements and that this Agreement constitutes a valid and binding legal obligation of all such named franchisees/franchise owners of the Franchise Agreements.

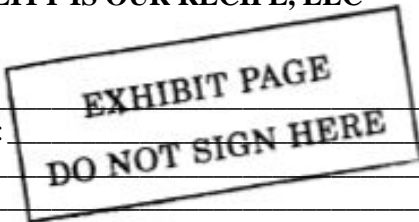
This Agreement may be executed and exchanged by facsimile or electronic mail transmission and the facsimile or electronic mail copies of each party's respective signature will be binding as if the same were an original signature. This Agreement may also be executed using electronic signatures, which each party acknowledges is a lawful means of obtaining signatures in their respective jurisdictions. Each party agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. Each party further agrees that its use of a keypad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgment, consent terms, disclosures or conditions constitutes its signature, acceptance and agreement as if signed by such party in writing.

IN WITNESS WHEREOF, Franchisee and Franchisor have each caused this Authorization to be executed by their respective duly authorized representatives on the dates set forth below to be effective as of the Authorization Date.

### FRANCHISOR:

QUALITY IS OUR RECIPE, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



### FRANCHISEE:

Sign Here: \_\_\_\_\_  
As authorized agent on behalf of all named  
Franchisees  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_



# **EXHIBIT L**

## **EXHIBIT B TO FDP**

### **PROJECT MANAGEMENT SERVICES SCOPE OF WORK**

Franchisor shall assign the Construction Manager, and additional personnel if necessary, to perform the Basic Services (the “**Services**”) described in this Exhibit, as determined to be appropriate in Franchisor’s reasonable judgment based on then-existing circumstances of the Project and evidenced by a Project Authorization. It is not required that the Services be performed in the order in which they are described. The Services listed below facilitate the planning, permitting, bidding, and remodel or new build construction of a Wendy’s restaurant; however, the list is not exhaustive.

**The Contract:** The Contract is the agreement between the Franchisee and the General Contractor (sometimes hereinafter referred to as “**GC**”) for the performance of the Remodel or New Build in accordance with the Contract Documents executed by and between Franchisee and General Contractor (a schedule of and copies of each shall be provided to Construction Manager and attached hereto). Modifications to the Contract must be made in accordance with the Contract Documents. The Contract Documents do not and shall not be construed to create any relationship, contractual or otherwise, between the Franchisee and any Subcontractor, Sub-subcontractor or Materialmen.

**Duties and Responsibilities:** The Construction Manager shall represent the Franchisee regarding the Contract and regarding activities at the construction site. All communications to the General Contractor shall be through the Construction Manager. The Construction Manager is not responsible for the acts or omissions of the General Contractor nor is the Construction Manager responsible for construction means, methods, techniques, sequences, procedures or safety precautions at the site. The Construction Manager shall always have access to the Project Site.

**Contract Requirements:** Upon request by the General Contractor, the Construction Manager shall, in the first instance, be the judge of the performance thereunder by the General Contractor. The Construction Manager shall promptly respond to all written questions directed to it by the General Contractor regarding the Contract requirements and regarding the performance thereof by the General Contractor. All such questions shall be answered in writing by the Construction Manager. No oral interpretation shall be binding on the Franchisee.

#### **A. Design Phase**

1. **Project Schedule.** The Construction Manager (“**CM**”) shall prepare a preliminary Project schedule including the following phases: due diligence, design, approval, entitlements, permitting, bidding, construction, and restaurant re-open / open date. The CM is responsible for maintaining a current schedule and updating the milestones in Gateway on at least a weekly basis.
2. **Site Investigation Report (“SIR”).** The CM shall be responsible to have an SIR completed. This will be outsourced to an approved Additional Service Provider selected by Franchisor. *Note: at Franchisee’s cost and expense.*
3. **Additional Service Provider Selection.** The CM will provide Franchisee with a list of approved Additional Service Providers (including, by way of example only, architectural and engineering firms) which Franchisor has deemed without warranty to be qualified under Franchisor’s current construction programs. If the Franchisee would like to use a resource that is not currently approved, the CM will interview the potential resource to determine if they are acceptably qualified to become an approved Additional Service Provider. Franchisor retains the sole and absolute discretion in determining whether a potential Additional Service Provider is acceptably qualified to be engaged on the Project and the decision of Franchisor assigned Director of Regional Construction approving or disapproving a potential Additional Service Provider for the Project shall be binding upon the Franchisee.

## EXHIBIT L

4. Additional Service Provider Orientation. The CM shall conduct an orientation session with each approved Additional Service Provider during which such Additional Service Provider will receive information regarding Franchisor architectural standards, image, program information, the Project, including the Project Scope, construction schedule and other key timelines, budget, Gateway, and Franchisor and Franchisee's administrative requirements.
5. Additional Service Provider Proposals. The CM shall solicit and evaluate proposals from the selected, approved Additional Service Provider upon direction from the Franchisee. The CM shall review the proposals for adherence to the project schedule and project budget for design services. The CM will make recommendations to the Franchisee with respect to all Additional Service Provider proposals, however, the engagement and contracts to retain such Additional Service Provider shall be negotiated by and executed by Franchisee directly with all Additional Service Providers.
6. Project and Construction Budget: The CM shall manage the budget using Gateway.
7. Design Phase - Architect: At the start of the design phase, the CM will schedule a design meeting including the selected Architect, and the Franchisee. The CM shall review the design schedule, budget, and design intent to complete the project with the Project Schedule. The CM shall monitor the Architect's progress with the Project Schedule. Using Gateway, the CM shall coordinate and expedite the flow of information between the Franchisee, the Architect, and others, as necessary.
8. Landlord Approval / Third Party Investigation / approval: Unless Franchisor's affiliate is the Landlord or Sublandlord on a Project, Franchisee shall coordinate and perform all lease or property related due diligence (title, survey, Phase I and II environmental), with the actual costs related thereto a Franchisee direct expense. With respect to any governmental site plan approvals, permits, landlord and third-party approvals (if any), such work shall be coordinated by Franchisor directly with such governmental agencies or entities, landlord and third parties (if any) and Franchisee agrees to pay for all costs and expenses (including, but not limited to, local counsel fees and expenses i.e., for zoning variances, etc.) and to pay for all approval or review fees or expenses for such reviews.
9. Progress Meetings. The CM shall conduct regularly scheduled, as required, attended by the applicable Additional Service Providers and the Franchisee, as appropriate. Such meetings shall serve as a forum for the exchange of information concerning the Project and the review of design progress.
10. Plan Review: The CM shall review the Architect's preliminary site plan, floor plan, demolition and building interior and exterior elevations to ensure they are in keeping with Franchisor's image standards, design intent, while reflecting the reasonable ability to remain within budget and obtain governmental approval for entitlements and building permits. The CM will coordinate with the Wendy's Design Manager for U.S. Implementation (the "**Design Manager**") to obtain an official approval of the proposed seating plan, and elevations.
11. Image Approval: The CM shall obtain approval from Wendy's Design Manager prior to the Architect or CM agreeing to deviations desired by local agencies or Franchisee from prototype standards or image standards. The CM shall coordinate with Wendy's Design Manager and the Architect to develop various cost-effective alternatives.
12. Approvals by Regulatory Agencies: Following receipt of Franchisee's approval and of Wendy's approval of the proposed architectural drawings and plans and provided all necessary non-governmental third-party approvals have been obtained (at least preliminarily), the CM shall coordinate with the Architect to have the necessary documents transmitted to the regulatory

## EXHIBIT L

agencies per local requirements for initial or preliminary regulatory reviews. The CM shall advise the Franchisee of potential problems resulting from such reviews and suggested solutions to obtain the required entitlements and reviews.

13. Utility Account Application / Disconnection / Engineering Design: The CM shall make, on behalf of the Franchisee, the application for new utility services (water, sewer, electricity/hydro, gas, storm sewer, telephone, high speed internet, etc.) or disconnection for a scrape and rebuild project in coordination with the Architect and Engineer, Wendy's technology team and Franchisee.
14. Impact Fees: The CM shall analyze and make strategic recommendations in conjunction with the Architect and Engineer on the use of outside consultants and services to minimize or eliminate Impact Fees including but not limited to Traffic Impact Fees, Development Fees, or other fees imposed by government agencies linked to the Project. Notwithstanding anything to the contrary, the Franchisee is responsible for all Impact fees, tap fees, or other development charge.
15. Building Permits / Sign Permits: The CM shall commence and monitor the building permit process with architectural firm or a permit expeditor. The CM shall commence and monitor the sign permit process with the sign company. Provide documentation of any required image deviation required by local municipality to the Franchisee and Wendy's management for review and approval. CM and/or architect responsible to attend municipality meetings/hearings, as required.

### A. Construction Phase

1. Construction Drawings: The CM shall provide a cursory review and provide comments regarding draft construction documents prepared by the applicable Additional Service Providers. The CM shall conduct a meeting with the applicable Additional Service Providers and the Franchisee to review the construction drawings for accessibility, image, coordination between civil and architectural drawings, coordination between owner supplied equipment and architectural and engineering drawings.
2. Project Cost Estimate. The CM shall prepare a Preliminary Budget as set forth in the *Preliminary Budget Disclosure* and a copy thereof posted in Gateway and shall be deemed incorporated into the *Project Management Agreement*.
3. Project and Construction Budget Revision. The CM shall make recommendations to the Franchisee concerning revisions to the Project and Construction budget that may result from the proposed design changes.
4. Bidder's Interest Notification: The CM shall conduct a telephone and electronic campaign to attempt to increase interest among qualified bidders approved by Franchisor. The CM will make best faith efforts to include a minimum of four (4) bidders on each bid event to achieve three (3) competitive bids on each Project. Negotiated, single sourcing of a materially large portion of any Project is not encouraged and may require special approval by the CM and/or Franchisor.
5. Bid Documents: The CM shall expedite the delivery of Bid Documents to the pre-approved bidders. The CM shall update the standard bid documents and post them on Gateway in the appropriate folder along with the final and approved set of Construction Documents (sometimes hereinafter referred to as "CD") from the Architect. The CM is responsible for ensuring the CD set is coordinated with owner supplied equipment and reflects the most recent design changes along the required modifications agreed to obtain entitlements and building permits.
6. Pre-Bid Conference: The CM, or other engineering personnel designated by Franchisor, shall conduct a pre-bid conference with all potential bidders the Architect, and the Franchisee. These

## EXHIBIT L

conferences shall be forums for the CM or CM's designee, Architect, and the Franchisee, as appropriate, to explain the project requirements to the bidders including information concerning schedule requirements, time and cost control requirements, access requirements, contractor interfaces, administrative requirements, and other technical information. The CM is responsible for coordinating the pre-bid meeting with the Franchise Operations team to minimize disruption to the restaurant. The CM is responsible for notifying and enforcing that the Contractors and their subcontractors are not allowed access to the restaurant for review and inspection of the building at any time except the Pre-Bid Conference.

7. Bidders Request for Information. The CM shall coordinate the response to RFI's with the Architect. All responses shall take the form of a bid clarification addendum issued by the CM. The CM is responsible for determining if an architect bulletin is required to respond to the RFI.
8. Design Bulletin: The CM shall receive from the Architect a copy of all proposed Design bulletins. The CM shall review the bulletins for constructability, for effect on the Project and Construction Budget, scheduling, construction time impacts, and for consistency with the related provisions as documented in the Bid Documents. The CM is responsible for communicating any design change bulletins issued by the architect during the bidding process using Gateway. The CM is empowered to delay a design change bulletin recommended by the architect and incorporating the change as a Change Order after the bids are received.
9. Bid Opening and Recommendations: The CM shall use Gateway to receive and open sealed bids for the GC. The CM shall evaluate the bids for responsiveness and price. The CM shall make recommendations to the Franchisee concerning the acceptance or rejection of individual or all bids.
10. Bid Leveling – Bid Qualification: The CM shall conduct a detailed review of the bids to qualify them and determine that all applicable scope is included. The CM shall not negotiate the bids but identify scope issues that may have been missed or identified by individual bidders.
11. General Contractor Notification: The CM shall notify the unsuccessful bidders through Gateway notifications upon direction by the Franchisee that the Project is fully approved. The CM shall notify the winning bidder that they may be awarded the project upon providing the required proof of insurance, the necessary bonds if required, execution of the contract, and completion of other required administrative items.
12. Construction Contracts: The CM shall assist the Franchisee with the required General Contractor and Project information to have the construction contract prepared. The CM is responsible for ensuring that no work is commenced at the site without a fully executed Construction Contract and official release from the Franchisee.
13. Notices of Commencement: The General Contractor is responsible for preparing the Notice of Commencement documents, where required by a state.
14. Purchase Order – Construction Contract – Owner Supplied Materials. Upon full funding approval of the project and construction contract execution by the Franchisee, the CM shall coordinate with the Franchisee to have Purchase Order issued to the Contractor for the construction contract. The CM and CM support team is responsible for assembling all quotes and coordinating with the Franchisee administrative team to issue the POs for all contractual obligations.
15. Pre-Construction Meeting: The CM shall conduct a Pre-Construction meeting with the Contractor, Architect, and the Franchisee team during which the CM shall review the Project scope, schedule, reporting procedures, and other requirements for performance of the Work.

## EXHIBIT L

16. Permits, Bonds, and Insurance: The CM shall make commercially reasonable effort to verify that the General Contractor has provided evidence that required permits, bonds, and insurance have been obtained and posted to Gateway. Such action by the CM does not relieve the General Contractor or Franchisee of its responsibility to comply with the provisions of the Contract Documents.
17. On-Site Management and Construction Phase Communication Procedures: The CM shall establish and implement coordination and communication procedures between the General Contractor, Architect and the Franchisee including weekly meetings, weekly photograph uploading to Gateway, and construction site inspections. The CM is not expected to be on-site on a daily or weekly basis. CM will rely on GC superintendent to be on site daily and report to CM. Nothing in this Section 16 shall imply how often the CM is required to be on site.
18. Contract Administration Procedures: The CM shall establish and implement procedures, for reviewing and processing requests for information (RFI); interpretations of the Contract Documents; shop drawings, samples and other submittals; contract schedule adjustments; change order proposals; written proposals for substitutions; payment applications; and maintenance of logs. The CM shall be the party to whom all such information shall be submitted.
19. Review of Requests for Information, Shop Drawings, Samples, and Other Submittals: The CM shall examine the General Contractor's requests for information, shop drawings, samples, and other submittals, and Architect's reply other action concerning them, to determine the anticipated effect on compliance with the Project requirements, the Project and Construction Budget, and the Project Schedule. The CM shall forward to the Architect for review, approval, or rejects, as appropriate, the request for clarification or interpretation, shop drawings, sample, or other submittal, along with the CM's comments. The CM's comments shall relate to design, image considerations in addition to cost, scheduling and time of construction, and clarity, consistency, and coordination in documentation.
20. Utility Service / Coordination: The CM shall assist the Franchisee in coordinating the utility disconnection and connection with the Contractor and applicable utility service providers, including but not limited to, water, sewer, electricity, storm sewer, telephone and other utilities as identified in the Construction Plans. Franchisee responsible to approve/execute any utility easements.
21. Minor Variations in the Work: The CM may authorize minor variations in the Work from the requirements of the Contract Documents that do not involve an adjustment in the Contract price or time, and which are consistent with the design intent and the overall intent of the Contract Documents. The CM shall provide to the Architect copies of such authorizations.
22. Change Orders: All proposed Change Orders initiated changes shall be described in detail by the GC. The request shall be accompanied by drawings and specifications prepared by the Architect. In response to the change request proposal the General Contractor shall submit to the CM for evaluation detailed information concerning the price and time adjustments, if any, as may be necessary to perform the proposed work. The CM shall review the General Contractor's proposal, shall discuss the proposed change order with the Contractor, endeavor to minimize any impact to the Project Budget or Schedule, and determine the Contractor's basis for the price and time proposed to perform the changed Work prior to seeking approval from the Franchisee. Notwithstanding the foregoing, Franchisee hereby grants CM the right to approve Change Orders of up to \$5,000 (but no more than \$10,000 in the aggregate) without Franchisee prior approval. Thereinafter, all Change Orders will require Franchisee's acknowledgement and express approval, provided however, that Franchisee acknowledges and agrees that it may not be permitted to cancel the Project due to a Change Order or increased Project Cost. In the event of a dispute related to the scope of work necessitating the Change Order, CM will advocate for Franchisee to seek alternatives cost-effective options, subject to all necessary approvals.

## EXHIBIT L

23. Contractor Initiated Change Orders: The CM shall review the contents of all General Contractor requested changes to the Contract time or price, endeavor to determine cause of the request, and assemble and evaluate information concerning the request. The CM shall provide to the Franchisee and Architect a copy of each change request, and the CM shall in its evaluations of the General Contractor's request consider the Franchisee and Architect's comments regarding the proposed changes.
24. Change Order Recommendations: The CM shall make recommendations to the Franchisee regarding all proposed change orders. Prior to issuance of a change order, the CM shall determine and advise the Franchisee as to the effect on the Project Schedule or Project budget. As directed, the CM shall prepare and issue to the Contractor appropriate change order documents. The CM shall provide to the Architect copies of all approved change orders. No Change Order work is to proceed until there is written authorization / approval from the Franchisee to the CM and the General Contractor.
25. Subsurface and Physical Conditions: Whenever the General Contractor notifies the CM that a surface or subsurface condition at or contiguous to the site is encountered that differs from what the General Contractor is entitled to rely upon or from what is indicated or referred to in the Contract Documents, or that may require a change in the Contract Documents, the CM shall notify the Architect or Engineer and Wendy's Legal. The CM shall receive from the Architect or Engineer and transmit to the General Contractor all information necessary to specify any design changes required to be responsive to the differing or changed condition and, if necessary, shall prepare a change order for the Franchisee review and approval as indicated in paragraph 24 and or to provide notice and claim to the applicable Landlord.
26. Quality Reviews: The CM shall monitor the quality of the Work. Communication between the CM and the General Contractor regarding quality review shall not be in any way to be construed as binding the CM or Franchisee or releasing the General Contractor from performing in accordance with the terms of the Contract Documents. No action taken by the CM shall relieve the General Contractor from its obligation to perform the Work in strict conformity with requirements of the Contract Documents, and in strict conformity with all other applicable laws, rules, and regulations.
27. Contractor Safety Program: The CM shall not be responsible for any General Contractor's implementation of or compliance with its safety programs, or for initiating, maintaining, monitoring, or supervising the implementation of such program. The CM shall not be responsible for the adequacy or completeness of any Contractor's safety programs, procedures, or precautions.
28. Dispute between Applicable Service Providers and the Franchisee: In consultation and coordination with the Applicable Service Providers and Wendy's Legal, but without having to engage outside counsel or retain other experts or expend fees, the CM shall tender to the Franchisee in writing, within a reasonable time, Franchisor opinions and recommendations, based solely on their professional experience and without further due diligence and inquiry, concerning disputes between the Applicable Service Providers and Franchisee relating to acceptability of the Work, or the interpretations of the requirements of the Contract Documents pertaining to the furnishing and performing of the Work. Notwithstanding the foregoing, the Franchisee should seek its own, separate legal counsel and/or expert opinions to substantiate or make claims.
29. Operation and Maintenance Materials: The CM shall receive from the General Contractor operation and maintenance manuals, warranties and guarantees for materials installed in the Project. The CM shall ensure that one copy of each of the manuals are stored at the site at Restaurant Opening / Re-Opening.
30. Accessibility Review / Certification: The CM shall coordinate the accessibility survey of the completed work using a Franchisor approved form, Architect, or an authorized Accessibility

## EXHIBIT L

Consultant. The CM shall notify the Architect, Engineer, and Contractor of any noted issues and develop a plan to immediately resolve the potential accessibility issue in coordination with the Franchisee.

31. Progress Payments / Draw Payments: The CM shall review draft payment applications submitted by the General Contractor and determine whether the amount requested reflects the progress of the General Contractor's work and is in keeping with the Contract documents and other Franchise forms. The CM shall advise the General Contractor to make any necessary adjustments and review the formal payment application for proper format, the required lien waivers, contractor's sworn statement and other required attachments. The CM shall submit a properly formatted payment application to the Franchisee for processing and payment.
32. Occupancy Permit / Health Department Permits: The CM shall assist the Franchisee obtain an occupancy permit, health department, and other permits necessary to commence operations on the Restaurant Open / Re-Open date by coordinating final testing, preparing and submitting documentation to governmental agencies, and accompanying governmental officials during inspections of the Project. The CM coordinates activities between the Franchise operation team and the Contractor for a smooth turnover of the completed Project.
33. Final General Contractor Retention Payment: The CM shall endeavor to close out the construction contract with the General Contractor within 90 calendar days of Restaurant Opening / Re-Opening. Final punch list walk through will be conducted and retention dollars will not be released until all items are complete.
34. One Year Warranty: A one (1) year warranty walk through will be conducted by the CM, Franchisee and General Contractor. The CM will work with the General Contractor to address any issues/concerns.



# EXHIBIT L

## Exhibit C Additional Services Amendment

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This Amendment is entered into as of the \_\_\_ day of \_\_\_\_\_, 202\_\_\_, by and between **QUALITY IS OUR RECIPE, LLC**, a Delaware limited liability company (“**Franchisor**”), and \_\_\_\_\_ (“**Franchisee**”).

WITNESSETH:

**WHEREAS**, Franchisee and Franchisor entered into a Project Management Agreement (the “**Agreement**”), dated as of \_\_\_\_\_, 201\_\_\_, pursuant to which Franchisor agreed to provide certain project management services with respect to \_\_\_\_\_ (the “**Project**”); and

**WHEREAS**, Franchisee desires to have Franchisor provide certain other services with respect to the Project which Franchisor is willing to do on the following terms and conditions.

**NOW THEREFORE**, in consideration of the payment hereinafter specified to be made by Franchisee, and in consideration of the agreements and mutual covenants of the parties herein contained, the parties hereto hereby agree as follows:

1. Franchisor agrees to provide the additional services (the “**Additional Services**”) described below:  
  
[to be described]
2. In consideration for the Additional Services, Franchisee agrees to pay Franchisor the compensation set forth below:  
  
[to be described]

The undersigned, signing on behalf of Franchisee, represents, warrants and agrees that (s)he is specifically authorized to sign and deliver this Agreement on behalf of all persons, corporations, partnerships, and other legal entities constituting the named “franchisees”/“franchise owners” under the Franchise Agreements and that this Agreement constitutes a valid and binding legal obligation of all such named franchisees/franchise owners of the Franchise Agreements.

This Agreement may be executed and exchanged by facsimile or electronic mail transmission and the facsimile or electronic mail copies of each party’s respective signature will be binding as if the same were an original signature. This Agreement may also be executed using electronic signatures, which each party acknowledges is a lawful means of obtaining signatures in their respective jurisdictions. Each party agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. Each party further agrees that its use of a keypad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgment, consent terms, disclosures or conditions constitutes its signature, acceptance and agreement as if signed by such party in writing.

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

# EXHIBIT L

**FRANCHISOR:**

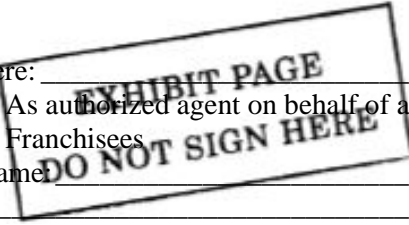
**QUALITY IS OUR RECIPE, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



**FRANCHISEE:**

Sign Here: \_\_\_\_\_  
As authorized agent on behalf of all named  
Franchisees  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_



# EXHIBIT L

## EXHIBIT D

### PRELIMINARY BUDGET DISCLOSURE AND FRANCHISEE APPROVAL

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Project Location: *[Project address]*

Project type: Project Management Agreement (FDP)

Franchisees: *[Franchisees names]*

Project Management Agreement dated *[xxx xx, 202\_] (“Agreement”)*

Franchisees and Quality Is Our Recipe, LLC (“**Franchisor**”) entered into the above-referenced *Agreement* and such other related agreements, which may include, but are not limited to a franchise agreement, letter agreements, lease agreement or sublease agreement (collectively, the “**Related Agreements**”), pursuant to which Franchisor agreed to provide certain project management services with respect to the “**Project**”. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Related Agreements.

The Construction Manager has prepared the attached preliminary cost estimate (the “**Preliminary Budget**”) for the Project in accordance with the Related Agreements. Franchisee acknowledges that the Preliminary Budget is an estimate only, and that neither Franchisor nor the Construction Manager has control over the actual final costs of labor, materials, equipment, or services furnished by others. Franchisee expressly acknowledges and agrees that Franchisor shall not be liable for any errors or omissions in developing the Preliminary Budget and acknowledge that any construction and/or construction management project involves substantial complexity, uncertainty, and risk and that the final budget may differ materially from this Preliminary Budget. There is no assurance or guarantee as to the actual costs you will incur when building a restaurant, and Franchisor makes no representation of any kind in that regard.

As further provided in the Agreement, if the final budget materially exceeds the Preliminary Budget figure, Franchisor will give Franchisee written notice as soon as practicable, and where required under the Related Agreements or as may be required under Franchisee’s direct contracts with its general contractor, Franchisee shall execute required change order(s) or provide direction to Franchisor to act on its behalf to renegotiate or rebid the Project within a reasonable period of time or cooperate with the Construction Manager, General Contractor and/or Architect to revise the Project’s general scope, extent, or character in keeping with the Project’s design requirements and sound design practices, or modify the Project’s design appropriately. Please reference the Related Agreements for all further terms and conditions, representations and agreements as they relate to the Project.

Franchisee acknowledges and agrees that neither Franchisor nor the Construction Manager has provided, or is authorized to provide, Franchisee with financial or legal advice, and that Franchisee have consulted with their own professional advisors and completed an independent assessment in electing to proceed with the Project and approving this Preliminary Budget. Franchisee further acknowledges and understands that any disapproval of the Preliminary Budget or Final Budget does NOT act to waive, amend, terminate or otherwise reduce their obligations under any of the Related Agreements, including the obligations to construct the Project by the required dates.

The undersigned, signing on behalf of Franchisee, represents, warrants and agrees that (s)he is specifically authorized to sign and deliver this Agreement on behalf of all persons, corporations, partnerships, and other legal entities constituting the named “franchisees”/“franchise owners” under the Franchise Agreements and that this Agreement constitutes a valid and binding legal obligation of all such named franchisees/franchise owners of the Franchise Agreements.

## EXHIBIT L

This Agreement may be executed and exchanged by facsimile or electronic mail transmission and the facsimile or electronic mail copies of each party's respective signature will be binding as if the same were an original signature. This Agreement may also be executed using electronic signatures, which each party acknowledges is a lawful means of obtaining signatures in their respective jurisdictions. Each party agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. Each party further agrees that its use of a keypad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgment, consent terms, disclosures or conditions constitutes its signature, acceptance and agreement as if signed by such party in writing.

Please sign:  
as authorize  
the Agreeem

Print name:  
Date: \_\_\_\_\_



\_\_\_\_\_ under

\_\_\_\_\_

**EXHIBIT L**

**EXHIBIT E TO FDP**

**GENERAL RELEASE OF ALL CLAIMS**

This GENERAL RELEASE OF ALL CLAIMS is made effective this \_\_\_\_ day of \_\_\_\_\_, 202\_\_. As a requirement of and in consideration for the willingness on the part of Quality Is Our Recipe, LLC, a Delaware limited liability company (“**Franchisor**”), to provide certain construction management services to the undersigned as set forth in the *Project Management Agreement* to be executed contemporaneously herewith, as requested by the undersigned, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, individually and collectively, hereby unconditionally RELEASE, DISCHARGE and ACQUIT Franchisor, its past and present shareholders, officers, directors, employees, successors, affiliates, assigns, agents, and subsidiaries from any and all liabilities, claims, damages, demands, costs, indebtedness, expenses, debts, indemnities, compensation, suits, controversies, actions and causes of action of any kind whatsoever, whether developed or undeveloped, known or unknown, fixed or contingent, regarding or arising out of any prior or existing franchise agreement or any other agreement or document executed by any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), any Wendy’s restaurant (whether currently or previously owned or operated by the undersigned or any of them), the franchise relationship, or any other prior or existing business relationship between any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), which the undersigned or any of them individually or collectively has asserted, may have asserted or could have asserted against Franchisor (or any of the aforementioned related parties) at any time up to the date of this GENERAL RELEASE OF ALL CLAIMS, including specifically, without limitation, claims under the Sherman and Clayton Acts and the anti-trust Laws of the United States, and claims arising from contract, written or oral communications, alleged misstatements of fact, indebtedness of any kind or nature, and acts of negligence whether active or passive. This GENERAL RELEASE OF ALL CLAIMS shall survive the assignment or termination of any of the franchise agreements or other documents entered into by and between Franchisor and any of the undersigned. This GENERAL RELEASE OF ALL CLAIMS is not intended as a waiver of those rights of the undersigned which cannot be waived under applicable state franchise laws.

WITNESS:

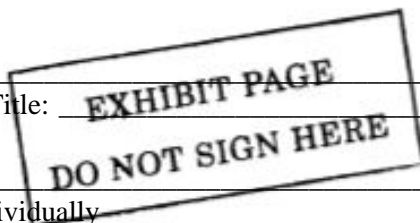
\_\_\_\_\_

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

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

\_\_\_\_\_

Individually



## EXHIBIT M



Writer's Direct Address:  
Quality Is Our Recipe, LLC  
One Dave Thomas Blvd.  
Dublin, OH 43017

Direct Dial No. (614) 764-3265  
Fax (614) 764-3243  
megan.roberts@wendys.com

VIA OVERNIGHT DELIVERY

\_\_\_\_\_, 202\_

Franchisee  
Address

RE: Letter of Agreement regarding \_\_\_\_\_ (“**Franchisees**”) participation in the Quality Is Our Recipe, LLC (“**Franchisor**”), and Wendy’s International, LLC (“**WIL**”, and together with Franchisor or other Wendy’s affiliate performing hereunder, “**Wendy’s**”) Real Estate Procurement Program (the “**REPP**”) for the development of a new Wendy’s Restaurant to be located at \_\_\_\_\_ and identified as Wendy’s Site # \_\_\_\_\_ (the “**Restaurant**”)

### REPP LETTER OF AGREEMENT

Dear Franchisees:

This Letter of Agreement (“**REPP LOA**”) sets forth the agreement between Wendy’s and Franchisees in connection with Franchisees’ participation in the REPP and Wendy’s providing certain real estate services and transaction services in connection with the Franchisees’ selection and acquisition of a Wendy’s-approved site for Franchisees’ development of a new Wendy’s branded restaurant (which, [as/once] identified, shall be deemed the “**Restaurant Site**”). The parties hereby agree as follows:

1. Subject to the terms and conditions of this REPP LOA, Franchisees desire and Wendy’s accepts and agrees that Wendy’s will (i) perform certain “**Real Estate Services**” (as further described in this REPP LOA) towards the ultimate development of one (1) Restaurant and (ii) will provide certain “**Transaction Services**” (as further described in this REPP LOA) in a commercially reasonable manner in connection with development of the respective Restaurant Site:
  - A. “**Real Estate Services**” will be provided by the “**Real Estate Services Team**” (which will include Wendy’s employees designated by Wendy’s, including, but not limited to a Real Estate Director who shall directly oversee all Real Estate

## EXHIBIT M

Services, and/or may also include advisors engaged directly by Wendy's and selected by Wendy's in its sole and absolute discretion) and such Real Estate Services may include, but are not limited to, the following:

- (i) Identifying and touring quality site(s) and obtaining Franchisees' approval;
- (ii) Negotiating with a third-party landlord or seller and their respective brokers or agents to develop key deal points (subject to Franchisees' commercially reasonable approval) and entering into a non-binding letter of intent subject to usual and customary contingencies and approvals;
- (iii) Coordinating with Wendy's Construction Department to develop preliminary site plans and proposed building designs;
- (iv) Ordering a site investigation report ("**SIR**") at Wendy's cost and developing a preliminary budget with Wendy's Construction Department and Finance Department;
- (v) Managing Wendy's internal approval processes, including creating a deal summary and presentation package for consideration by Wendy's Executive Capital Committee ("**CAPCOM**") and presenting the proposed opportunity to CAPCOM for its approval;
- (vi) After CAPCOM approval, preparing a *REPP Project Management Agreement* (the "**REPP PMA**") to be entered into between Wendy's and Franchisees, and engaging Wendy's Transaction Services team (defined below) to commence Transaction Services for the Restaurant Site;
- (vii) Collaborating with the Transaction Service Team and supporting lease negotiation and relationship with landlord or seller and brokers or agents through to lease or purchase agreement execution;
- (viii) Facilitating the administration of the services by Wendy's Construction Manager under the REPP PMA, including, but not limited to, supervising the feasibility reviews for title, survey, soils and environmental; the permitting and final approvals processes; obtaining final budget approvals from CAPCOM and Franchisees; tracking the waiver and satisfaction of lease or purchase agreement contingencies; and tracking completion of the construction of the Restaurant until the opening of the Restaurant; and billing and collection of payments due from Franchisees and/or landlord or seller; and
- (ix) Managing the ongoing lease relationship with landlord and Franchisees.

- B. "**Transaction Services**" will be provided by the "**Transaction Services Team**" (which may include members of the Real Estate Services team, and additional Wendy's employees designated by Wendy's and/or may also include advisors engaged directly by Wendy's (e.g., outside legal counsel) selected by Wendy's in

## EXHIBIT M

its sole and absolute discretion) and such Transaction Services may include, but are not limited to, the following:

- (i) Preparation of this REPP LOA and related legal documentation including the *General Release of All Claims*;
- (ii) Reviewing the letter of intent and consultation with Real Estate Services team regarding any open issues and presentation to CAPCOM;
- (iii) Following CAPCOM approval, preparing the REPP PMA and related documents;
- (iv) Drafting and negotiating the prime lease or purchase agreement with landlord or seller and working with the Real Estate Services team to resolve deal points through execution of agreement;
- (v) Preparing the Sublease Agreement, Sublease Guaranty, and Wendy's Unit Franchise Agreement ("**Franchise Agreement**"), and any related ancillary agreements, and collecting sums due from Franchisees under both agreements; and
- (v) Conducting all feasibility reviews and resolving the same to Wendy's satisfaction for title, survey, soils and environmental issues; tracking and extending the permitting and final approvals periods as necessary; confirming the waiver of lease or purchase agreement contingencies; and tracking completion until the opening of the Restaurant Site and documenting rent commencement dates and preparing and recording (where appropriate) a memorandum of lease; and ensuring the satisfaction and collection of final payments by Franchisee to third-parties and collection of any landlord or seller inducements and delivery of title insurance policy (if selected by Franchisees).

"Real Estate Services" and/or "Transaction Services" do not include: Franchisees' own legal fees, costs and expenses due and payable to Franchisee's General Contractor or otherwise incurred by Franchisees or related to the construction of the Restaurant; any costs and expenses incurred by Franchisees for any financing or any due diligence materials and reviews by its lender; costs or special expenses to resolve or satisfy any feasibility issues (e.g. curing title defect, obtaining releases or third-party consents); costs and expenses to off-site improvements required by a landlord or any third-party in order to accommodate the Project; costs and fees for any Additional Service Providers retained under the REPP PMA; application fees, permit fees, expeditor fees, impact fees, tap-in fees or other development or subdivision fees. All fees and costs related to the resolution of any such issues are not included in the fees described in Section 2 below and shall be paid by Franchisees when due. Such items shall be borne solely by Franchisees.

Further, neither the Real Estate Services nor the Transaction Services may be deemed or construed as being legal services or legal advice to Franchisees. Franchisees acknowledge and agree that Wendy's strongly recommends that Franchisees retain their



## EXHIBIT M

- own legal counsel to provide legal assistance in connection with this REPP LOA and all agreements referenced in this REPP LOA and with respect to its development of the Restaurant Site and their associated business to own and operate the Restaurant under the Franchise Agreement.
2. As consideration for the Real Estate Services and Transaction Services provided by Wendy's under this Agreement, Franchisees agree as follows:
    - A. Upon execution of this REPP LOA, Franchisees shall remit to Wendy's (i) a "**Real Estate Services Fee**" of \$12,500.00 (plus applicable sales taxes) and (ii) a "**Transaction Services Fee**" of \$17,500.00 (plus applicable sales taxes);
    - B. The Real Estate Services Fee shall be deemed fully earned and non-refundable upon payment by Franchisees to Wendy's. The Transaction Services Fee shall be refundable until the date of CAPCOM initial approval (less any actual costs and expenses incurred by Wendy's for outside legal counsel or other Additional Service Providers if requested by or authorized by Franchisees prior to CAPCOM initial approval); and
    - C. Franchisees shall execute and deliver to Wendy's the *General Release of All Claims* in the form attached hereto and made a part hereof as **Exhibit "A"**.
  3. Upon receiving CAPCOM approval of the proposed terms for the acquisition of the Restaurant Site, Franchisees shall enter into the REPP PMA and shall pay to Franchisor a "**Project Fee**" of \$30,000 (plus applicable sales taxes) as consideration for the services to be provided by Wendy's under the REPP PMA. The Project Fee shall be subject to the terms and conditions as further set forth in the REPP PMA.
  4. Once the prime lease or purchase agreement is ready for full execution by Wendy's and prior to Wendy's execution thereof and as further consideration for Franchisees' obligation under this REPP LOA, Franchisees agree to sign and deliver to Wendy's the Sublease Agreement and Sublease Guaranty (or Lease and Lease Guaranty in the case of a purchase by Wendy's, or Assignment and Assumption of Purchase Agreement in the case where franchisee will step in at closing to complete the purchase). During the course of construction of the Restaurant, but in any event prior to opening, Franchisees must sign and deliver to Franchisor (i) Franchisor's then-current franchise agreement and related documents, including a guaranty and a general release of all claims, and (ii) remit \$50,000 (plus applicable taxes) to Franchisor for the Technical Assistance Fee due under the Franchise Agreement (unless an applicable incentive program waiver applies or a credit remains on Franchisee's account that is applicable).
  5. A copy of the Sublease Agreement (with Sublease Guaranty) and REPP PMA forms are attached hereto as **Exhibit "B"** and **Exhibit "C"**, respectively. Franchisees acknowledge and agree that the rent payable under the Sublease Agreement will be equal to Wendy's rent payable to its landlord under the prime lease, plus \$2,400.00 annually, which shall be collected in twelve (12) equal monthly installments along with the rent due under the

## EXHIBIT M

Sublease Agreement. If Wendy's purchases the Restaurant Site, a Wendy's form of Lease Agreement will be used and will be substantially similar to the Sublease Agreement and the rental shall be mutually determined between the parties.

6. Franchisees acknowledge and agree that at such time that Wendy's grants the franchise and licensed rights for the Restaurant, the named franchisees are required to sign Wendy's then-current Franchise Agreement, which at that time may differ from, or be in addition to, the Franchisees referenced hereunder. In such event, Franchisees, at Wendy's request, agree to fully or partially assign their rights under this REPP LOA to such named franchisees under the Franchise Agreement, and such named franchisees under the Franchise Agreement must have received Wendy's current Franchise Disclosure Document at least 14 calendar days before signing the Franchise Agreement or before paying any fees. Further, Franchisees acknowledge and agree that nothing in this REPP LOA constitutes a grant of franchise rights to Franchisees, and that such grant will occur in the future subject to compliance with Wendy's requirements.
7. This REPP LOA will be valid for an initial term of eighteen (18) months or, provided Wendy's has a fully executed letter of intent to enter into a prime lease or purchase agreement, such longer time until the completion of the construction of the Restaurant. Notwithstanding the foregoing, at any time during the term of this REPP LOA, Wendy's may terminate this REPP LOA for good cause determined in its commercially reasonable discretion, including Franchisees' lack of operational or financial good standing in the Wendy's System. In the event of such termination by Wendy's for good cause, all fees paid to Wendy's by Franchisees hereunder shall be retained by Wendy's and not refunded to Franchisees.

If Wendy's does not have a fully executed letter of intent to enter into a prime lease or purchase agreement within eighteen (18) months from the date of this REPP LOA, this REPP LOA shall continue on a month-to-month basis and may be terminated by either party with at least 30 days' prior written notice to the other party. Except as described in Paragraph 2(B) and this Paragraph 7, all payments made pursuant to this REPP LOA are non-refundable.

8. For a period of six (6) months after the expiration, termination or successful completion of this REPP LOA, Franchisees shall not develop a Wendy's Restaurant on any site that was presented to Franchisees by Wendy's hereunder, except pursuant to the terms of this REPP LOA or otherwise with the written consent of Wendy's.
9. Without Wendy's prior written consent, and except as set forth herein, Franchisees may not assign this REPP LOA under any circumstance.
10. In the event that Franchisees desire Wendy's Real Estate Services and/or Transaction Services for any of the additional site(s) other than the selected Restaurant Site, including those presented to Franchisees by Wendy's during the process to identify and select the Restaurant Site, Wendy's will require Franchisees to execute a separate REPP LOA and separate REPP PMA, and in any event, Wendy's may require the execution of any

## EXHIBIT M

agreements and payment of all fees as may then be provided in such REPP LOA for each and every additional site.

11. FRANCHISEES ACKNOWLEDGE THAT ANY ASSISTANCE PROVIDED HEREUNDER TO FRANCHISEES BY WENDY'S OR ITS AFFILIATE OR AGENT DOES NOT CONSTITUTE A REPRESENTATION, WARRANTY, OR GUARANTEE, EXPRESS, IMPLIED OR COLLATERAL, REGARDING THE CHOICE AND LOCATION OF THE RESTAURANT SITE, NOR THAT THE RESTAURANT WILL ACHIEVE ANY PARTICULAR LEVEL OF SALES, PROFITS OR SUCCESS. FRANCHISEES ACCEPT ALL RISKS CONNECTED WITH THE IDENTIFICATION, DEVELOPMENT AND OPERATION OF THE RESTAURANT AT THE RESTAURANT SITE. NOTWITHSTANDING ANYTHING IN THIS REPP LOA TO THE CONTRARY, WENDY'S DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES RELATED TO THE REAL ESTATE SERVICES AND THIS REPP LOA, AND NEITHER WENDY'S NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES OR SUBSIDIARIES SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM, OR RELATED TO, WENDY'S PERFORMANCE OF THE REAL ESTATE SERVICES HEREUNDER, INCLUDING ENVIRONMENTAL OR SITE CONDITIONS, FAILURE OF NEGOTIATIONS, FRANCHISEES' COSTS OF ANY KIND, FAILURE TO OBTAIN WENDY'S APPROVALS, AND FAILURE TO IDENTIFY A RESTAURANT SITE.
12. The following provisions shall survive the expiration, termination or completion of this REPP LOA for any reason: **Sections 6 and 11.**
13. This REPP LOA may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument. Electronic and facsimile signatures, including scanned signatures or the use of a key pad, mouse, or other device to select an item, button, icon or similar act/action, will be considered as binding and conclusive as if original; provided, however, that upon request of any other party hereto, the party so executing must use all commercially reasonable efforts to furnish to such other party a manually executed version of the Agreement at the earliest opportunity.

If you are in agreement with the requirements described above, and provided you have received Wendy's current Franchise Disclosure Document at least fourteen (14) calendar days prior to your execution of this REPP LOA, please sign in the space provided below and return an original signed copy of this REPP LOA to Wendy's c/o The Wendy's Company, One Dave Thomas Blvd., Dublin, Ohio 43017, Attn: Megan Roberts (with an electronic copy of the same to Laura.Stratton@Wendys.com; Megan.Roberts@Wendys.com; and Kelly.Smith@Wendys.com). Additionally, please tender payment on the invoices issued this date on iReceivables for each of the Real Estate Services Fee \$12,500.00) (plus applicable sales taxes) and the Transaction Services Fee \$17,500.00 (plus applicable sales taxes).

Wendy's must receive the executed documents and full payment of each of the invoices noted above before we will proceed with the Real Estate Services and/or Transaction Services

**EXHIBIT M**

described in this REPP LOA. Our team looks forward to working with you on this project and thanks you for your cooperation.

Sincerely,

**QUALITY IS OUR RECIPE, LLC**

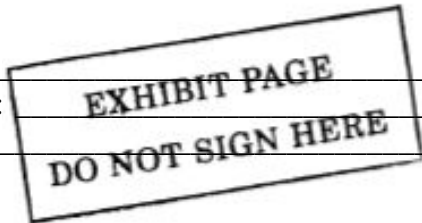
Megan Roberts  
Director – Global Real Estate



MR/ks

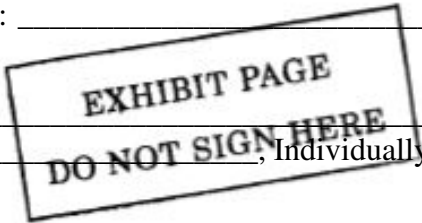
**ACKNOWLEDGED AND AGREED TO BY:  
FRANCHISEES:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Individually



\_\_\_\_\_, Individually

Exhibit A – General Release of All Claims

Exhibit B – Sublease Agreement and its Exhibits

Exhibit C – REPP Project Management Agreement and its Exhibits

**EXHIBIT M**

**EXHIBIT A TO REPP LOA**

**GENERAL RELEASE OF ALL CLAIMS**

This GENERAL RELEASE OF ALL CLAIMS is made effective this \_\_\_\_ day of \_\_\_\_\_, 202\_. As a requirement of and in consideration for the willingness on the part of Quality Is Our Recipe, LLC, a Delaware limited liability company (“Franchisor”), to enter into a Franchise REPP Letter of Agreement to be executed contemporaneously herewith, as requested by the undersigned, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, individually and collectively, hereby unconditionally RELEASE, DISCHARGE and ACQUIT Franchisor, its past and present shareholders, officers, directors, employees, successors, affiliates, assigns, agents, and subsidiaries from any and all liabilities, claims, damages, demands, costs, indebtedness, expenses, debts, indemnities, compensation, suits, controversies, actions and causes of action of any kind whatsoever, whether developed or undeveloped, known or unknown, fixed or contingent, regarding or arising out of any prior or existing franchise agreement or any other agreement or document executed by any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), any Wendy’s restaurant (whether currently or previously owned or operated by the undersigned or any of them), the franchise relationship, or any other prior or existing business relationship between any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), which the undersigned or any of them individually or collectively has asserted, may have asserted or could have asserted against Franchisor (or any of the aforementioned related parties) at any time up to the date of this GENERAL RELEASE OF ALL CLAIMS, including specifically, without limitation, claims under the Sherman and Clayton Acts and the anti-trust Laws of the United States, and claims arising from contract, written or oral communications, alleged misstatements of fact, indebtedness of any kind or nature, and acts of negligence whether active or passive. This GENERAL RELEASE OF ALL CLAIMS shall survive the assignment or termination of any of the franchise agreements or other documents entered into by and between Franchisor and any of the undersigned. This GENERAL RELEASE OF ALL CLAIMS is not intended as a waiver of those rights of the undersigned which cannot be waived under applicable state franchise laws.

WITNESS:

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

By:

Title:



\_\_\_\_\_ Individually

# EXHIBIT M

Street Address  
City, Province  
Wendy's Site # \_\_\_\_\_

## EXHIBIT B TO REPP LOA

### SUBLEASE AGREEMENT

**THIS SUBLEASE AGREEMENT** (the “**Sublease**”) is made and entered into as of \_\_\_\_\_, 202\_ (the “**Effective Date**”), by and between **WENDY’S PROPERTIES, LLC**, a Delaware limited liability company (“**Sublandlord**”) and \_\_\_\_\_, a \_\_\_\_\_ (“**Subtenant**”).

### RECITALS

WHEREAS, \_\_\_\_\_, a \_\_\_\_\_ (“**Prime Landlord**”), as landlord, and Sublandlord, as tenant, are parties to that certain \_\_\_\_\_ dated \_\_\_\_\_, *as amended by \_\_\_\_\_ dated \_\_\_\_\_, as assigned by \_\_\_\_\_ dated \_\_\_\_\_* (collectively, the “**Prime Lease**,” a full and complete copy of which has been provided to Subtenant as of the date of this Sublease, and which is incorporated herein by reference), whereby Sublandlord leases from Prime Landlord the land, together with all improvements thereon and all rights, easements and appurtenances thereunto belonging, located at \_\_\_\_\_, being more particularly described on **Exhibit A** attached hereto and made a part hereof (the “**Real Property**”).

WHEREAS, the Real Property shall be improved with a “Wendy’s” restaurant building and related improvements (the “**Restaurant**”). The Real Property and improvements, including the Restaurant, **and Sublandlord’s rights in and to the pylon sign**, are all referred to in this Sublease collectively as the “**Premises**”.

WHEREAS, simultaneously herewith, Subtenant and \_\_\_\_\_ (“**Guarantor**”), collectively as some or all of the named “**Franchisees**”, and Quality Is Our Recipe, LLC, an affiliate of Sublandlord, as “**Franchisor**”, have entered or will enter into that certain Unit Franchise Agreement for the operation of the Restaurant, including, without limitation, all addenda, supplements, letters of agreement and letters of understanding with respect thereto (collectively, the “**Franchise Agreement**”).

WHEREAS, as evidenced by Subtenant’s execution of this Sublease, Subtenant acknowledges and agrees that it has received and reviewed a full and complete copy of the Prime Lease, and has consented to and approved the terms and conditions, rights and obligations as stated in Prime Lease, and further acknowledges and agrees that it has approved the preliminary budget for the cost to construct the Restaurant and is ready, willing and able to proceed with the construction thereof in a timely manner as further required of it under this Sublease and in the Franchise Agreement.

WHEREAS, Sublandlord desires to sublease the Real Property to Subtenant and Subtenant desires to sublease the Real Property from Sublandlord on the terms and conditions set forth in this Sublease.

WHEREAS, as a material inducement to Sublandlord to enter into this Sublease, Subtenant agrees to have Guarantor(s) execute a Sublease Guaranty in the form attached hereto as **Exhibit B** (the “**Guaranty**”).

**NOW THEREFORE**, for and in consideration of the agreements, covenants, representations and undertakings contained in this Sublease, Sublandlord and Subtenant hereby agree as follows:

# EXHIBIT M

Street Address  
City, Province  
Wendy's Site # \_\_\_\_\_

1. **Incorporation of Recitals.** The Recitals portion of this Sublease set forth above is hereby incorporated by this reference as fully as though it were here set forth and rewritten.

2. **Sublease of the Real Property.** For the terms, at the rent and upon the provisions and conditions contained in this Sublease, Sublandlord does hereby sublease, demise and sublet to Subtenant all of Sublandlord's rights in and to the Real Property, and Subtenant hereby subleases and rents the Real Property from Sublandlord. SUBTENANT ACCEPTS THE REAL PROPERTY IN AN "AS IS" AND "WHERE IS" CONDITION, SUBJECT TO THE EXISTING STATE OF TITLE, ANY STATE OF FACTS WHICH AN ACCURATE SURVEY OR PHYSICAL INSPECTION MIGHT REVEAL, AND ALL APPLICABLE REGULATIONS NOW OR HEREAFTER IN EFFECT, AND IN RELIANCE ON ITS OWN INVESTIGATIONS, AND SUBLANDLORD MAKES NO EXPRESS OR IMPLIED STATEMENTS, REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF THE REAL PROPERTY AND HEREBY DISCLAIMS THE SAME.

3. **Term.**

(a) **Initial Term.** The initial term of this Sublease shall commence on the Effective Date set forth above and shall end on the earlier of (a) **CONFIRM TERM OF PRIME LEASE [the last day of the [twentieth] Lease Year (as defined below)] [\_\_\_\_\_]**, (b) the date on which the Franchise Agreement expires or terminates for any reason whatsoever, (c) the date on which the Prime Lease is sooner terminated for any reason whatsoever, or (d) the date on which this Sublease is terminated by Sublandlord and/or Subtenant in accordance with and pursuant to the terms hereof (the "**Sublease Term**"), which shall include any extension or renewal options if granted and exercised as provided herein). In no event shall the Sublease Term extend beyond the term of the Prime Lease, as such term may be extended or renewed by Sublandlord.

(b) **Subtenant's Options to Extend the Term.** Provided that Sublandlord is entitled to extend the Prime Lease for a like period, Sublandlord hereby grants to Subtenant the right and option to extend the Sublease Term for one (1) additional successive period of \_\_\_\_\_ (\_\_\_) years (the "**Extension Term**"). The Extension Term shall begin upon the expiration of the initial term of this Sublease, and all terms, covenants and provisions of this Sublease shall apply to the Extension Term except that Subtenant shall not have any further option to again extend the Sublease Term following the exercise of the above-stated option for the Extension Term. To exercise the Extension Term, Subtenant shall give Sublandlord prior written notice of the irrevocable exercise of the Extension Term not less than two hundred seventy (270) days prior to the expiration of the initial term of this Sublease **[[NOTE: Notice should be due at least 60 days prior to the date required under the Prime Lease]]**; provided, however, and in all events, that Subtenant shall not be entitled to exercise its option to extend the Sublease Term if, at the time of the exercise of such option or at the time the Extension Term is to begin: (i) Subtenant or a Guarantor is in default under this Sublease, the Franchise Agreement, the REPP Project Management Agreement previously entered into between Sublandlord and Subtenant or its affiliate (the "**REPP PMA**"), or any other agreement, lease, sublease, guaranty, note, or other obligation between Subtenant or Guarantor, on the one hand, and Sublandlord or any of its subsidiaries or affiliates, on the other hand (the "**Related Agreements**"); or (ii) the Franchise Agreement has expired or terminated for any reason or does not cover, or has not been renewed in accordance with its terms to cover, the entire Extension Term. It is the express intent and agreement of Sublandlord and Subtenant that the Sublease Term is to run concurrently with the term of the Franchise Agreement and, in the event the Franchise Agreement expires or terminates for any reason, at Sublandlord's option and upon written notice to Subtenant, this Sublease shall simultaneously terminate.

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***ALTERNATE (b): No Right to Extend. Notwithstanding any contrary provision in the Prime Lease, including any extension options granted to Sublandlord as tenant thereunder, Subtenant shall have no option or right to extend the Sublease Term or any term of the Prime Lease.***

(c) **Holding Over.** In the event that Subtenant remains in possession of the Real Property after the expiration or termination of this Sublease, Subtenant shall be deemed to be occupying the Real Property as a tenant from month-to-month at a rental equal to the greater of (i) one and one-half (1½) times the monthly rental provided for in this Sublease for the last year of the Sublease Term, and (ii) the amount of Rent and other sums due pursuant to the Prime Lease in the event of such holdover. Such month-to-month tenancy may be terminated at any time by either Sublandlord or Subtenant by written notice to the other with the termination date set out in such notice and to be at least thirty (30) days after delivery of the notice. If Subtenant remains in possession of the Real Property or any part thereof after the expiration of the Sublease Term or termination of the Sublease, Subtenant agrees to indemnify, defend and hold harmless Sublandlord and Prime Landlord from and against any claims, damages, costs (including legal fees and court costs on a substantial indemnity basis) or other liabilities incurred by Sublandlord and/or Prime Landlord as a result of such holdover, including any fees or penalties assessed pursuant to the Prime Lease, and including claims made by any party who claims a possessory interest in the Real Property effective upon the expiration or termination of this Sublease.

(d) **Lease Year.** The term "**Lease Year,**" as used herein, shall have the meaning set forth in the Prime Lease, or if not defined therein shall mean each January 1 through December 31.

**4. Fixed Annual Rent.** In consideration of the sublease of the Real Property by and from Sublandlord to Subtenant, beginning on the "**Rent Commencement Date**" (as defined in the Prime Lease) and during the Sublease Term, Subtenant shall pay to Sublandlord, without any prior demand therefor and without any deduction or setoff whatsoever, rental for the Real Property as follows:

(a) **Fixed Annual Rent.** Fixed minimum annual rent ("**Fixed Annual Rent**") in the amount set forth in the table below, payable monthly in advance in equal consecutive monthly installments of one-twelfth (1/12) of said Fixed Annual Rent. Each such monthly installment shall be due and payable in advance on the first (1<sup>st</sup>) day of each calendar month during the Sublease Term. If the Rent Commencement Date does not fall on the first day of a calendar month then the first monthly installment will be a prorated amount based upon the number of days in such month.

<b>Period</b>	<b>Fixed Annual Rent</b>	<b>Monthly Payment</b>
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

(b) **Percentage Rent.** In addition to the payment of Fixed Annual Rent provided above, Subtenant shall pay to Sublandlord as "**Percentage Rent**" such amounts as defined in the Prime Lease. Notwithstanding any contrary provision in the Prime Lease, Percentage Rent shall be drafted in annual installments, on or before the fifteenth (15<sup>th</sup>) day of the third month following the end of the relevant Lease Year for sales from the preceding year during the Sublease Term, and shall be paid directly to Sublandlord unless and until Sublandlord directs Subtenant in writing to remit any Percentage Rent to the respective Prime Landlord. On or before thirty (30) days following any Lease Year with the payment



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*of such Percentage Rent, Subtenant shall furnish to Sublandlord a written statement reasonably satisfactory to Sublandlord, which Subtenant shall warrant and certify to be true, complete and correct, setting forth the Gross Sales (as defined below) for the Lease Year being reported (the "Annual Sales Report").*

*(c) Reporting of Gross Sales and Record Keeping. Subtenant shall maintain, and shall preserve for at least three (3) years from the dates of their preparation, full, complete, and accurate books, records, and accounts related to the operation of the Restaurant in accordance with generally accepted accounting principles and shall, at its expense, deliver to Sublandlord, within sixty (60) days after the end of each Lease Year, accurate reports of Gross Sales for the prior Lease Year's operations certified by an independent chartered accountant selected by Subtenant and acceptable to Sublandlord. Subtenant may maintain such books, records, and accounts and provide them to Sublandlord in electronic format. Subtenant agrees that Sublandlord shall have the same audit and inspection rights as reserved to the Prime Landlord with respect to Subtenant's Annual Sales Report(s) and acknowledges and agrees to timely cooperate with any audit or inquiry from Prime Landlord with respect to the calculation of Gross Sales and/or the Annual Sales Report. In addition, Subtenant shall permit authorized personnel of Sublandlord to inspect and examine Subtenant's books, records, and accounts at any reasonable time. Sublandlord shall also have the right, at any reasonable time, to have an independent audit made of the books, records, and accounts of Subtenant. If an inspection or audit discloses that the reported Gross Sales of Subtenant have been understated, Subtenant shall immediately pay to Sublandlord the amount due as a result of such understated Gross Sales, together with (i) interest on the amount due at the annual rate of twelve percent (12%) calculated from the date such payment was due and (ii) any fees or charges payable to the Prime Landlord under the Prime Lease as a result of such understated sales. In addition, if such audit discloses that the reported Gross Sales of Subtenant have been understated to the extent of two percent (2%) or more, Subtenant shall reimburse Sublandlord for any and all expenses connected with the audit. The foregoing remedies shall be in addition to any other remedies Sublandlord may have under this Sublease or the Franchise Agreement.*

*(d) Definition of Gross Sales. As used in this Sublease, the term "**Gross Sales**" means the amount received by Tenant from the sale of products or performance of services made on or from the Leased Premises (including any electronic or mobile orders or delivery orders fulfilled from the Leased Premises), but excluding (i) non-edible promotional items, (ii) redemption of gift certificates and coupons, and refunds or returns, (iii) sales tax or any similar taxes which are by law required to be completed separately and paid by the customer, (iv) discounted sales to employees, and the proceeds from the sale of any Personalty erected or installed on the Leased Premises by Tenant, (v) all sums and credits received in settlement of claims for loss or damage to merchandise, (vi) any sales of product to schools or other similar institutions where the sales price thereof does not exceed the cost to Tenant of said product; and (vii) any delivery fees or service fees collected from the customer and/or paid by the customer or Tenant to third-party service providers (e.g. DoorDash, UberEats) associated with a particular sale transaction*

*(e) Financial Statements. In addition to the sales reports and other financial information to be provided by Subtenant to Sublandlord pursuant to this Section 4, Subtenant hereby agrees that to the extent any other financial statements, profit/loss statements, sales reports or other similar financial information is required to be provided by the tenant under the Prime Lease, Subtenant shall provide the same to Sublandlord not less than ten (10) days prior to the date the same are due under the Prime Lease. Notwithstanding any such requirements in any Prime Lease, Subtenant shall also provide to Sublandlord, within fifteen (15) days of special request consistent with a similar request under the Franchise Agreement (if any), the most current quarterly and/or fiscal year-end audited financial statements of*

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Subtenant prepared in accordance with generally accepted accounting principles consistently applied (including an annual balance sheet, a profit/loss statement, statement of cash flow and footnotes).

(f) Sales Tax. Subtenant shall also pay all sales or similar tax due with regard to the Rent (as defined below), pursuant to the laws of the jurisdiction in which the Real Property are located, if any.

(g) Late Fees. In addition to any other rights and remedies of Sublandlord hereunder, in the event that any Rent and/or other charge or payment due under this Sublease is not paid when due, Subtenant shall pay to Sublandlord a monthly interest charge equal to one and one-half percent (1.5%) per month, calculated from the day such payment of Rent and other charge due hereunder was due until such payment is made.

(h) Automatic Rent Drafting. All Rent and other charges due hereunder shall be paid by electronic fund transfer (EFT) or by such other method or procedure for payment as designated from time to time by Sublandlord. These methods include, but are not limited to, pre-authorized wire transfers, electronic transfers via automated clearing houses or similar commonly accepted methods of funds transfer. Upon Sublandlord's request, Subtenant shall deliver to Sublandlord all necessary information (including financial institution of origin and relevant account numbers) pertaining to such pre-authorized transfers.

## 5. Additional Rent.

(a) From and after the Effective Date, Subtenant agrees to pay, at Subtenant's sole expense and for its own account, the following as "**Additional Rent**": (i) any and all real property taxes assessed with respect to the Premises as provided in the Prime Lease; (ii) any all utility charges and rates, including, without limitation, all charges for sewer usage or rental, refuse removal, gas, water, heat, electricity and/or telephone and similar taxes, rates, charges and assessments; (iii) any business taxes or license fees and similar taxes which may be charged, levied or assessed in connection with the Premises or Subtenant's leasehold interest therein; (iv) any common area operating costs and charges or insurance charges due pursuant to the Prime Lease; and (v) all other charges and expenses which are the responsibility of Subtenant pursuant to this Sublease or as the tenant under the Prime Lease, **including, but not limited to the charges related to the pylon sign.**

(b) With respect to any Additional Rent, Sublandlord shall have the right to either (i) provide a copy of such invoice to Subtenant promptly following Sublandlord's receipt of same, following which Subtenant shall pay such amount directly to the billing authority as and when the same is due, or (ii) remit such amounts directly to the billing authority for and on behalf of Subtenant and to provide written request to Subtenant for reimbursement of such amounts, which reimbursement Subtenant shall pay to Sublandlord within fifteen (15) days of receipt of such request. With respect to property taxes, Subtenant shall pay in advance, with each monthly installment of Rent, an amount equal to 1/12<sup>th</sup> of the annual property tax amount applicable to the Premises for the prior tax year as an estimate of the property tax due for such current year, and within ninety (90) days following Sublandlord's payment of the actual tax bill for such current year, Sublandlord shall either remit any overage amount previously paid by Subtenant (or at Sublandlord's option shall credit such amount against Rent to be paid by Subtenant subsequent to such date) or provide a written account of any shortfall in the amounts previously paid by Subtenant, which shortfall shall be paid within fifteen (15) days of receipt of such request.

(c) Subtenant shall contract for, in its own name, and pay when due all charges for the connection and use of water, gas, electricity, telephone, garbage collection, sewer use and other utility services supplied to and necessary for the operation of the Premises during the Sublease Term. Under no circumstance shall Sublandlord be responsible for any interruption of any utility service.

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(d) If Subtenant fails to pay when due any Additional Rent required to be paid by Subtenant pursuant to this Sublease, Sublandlord shall have the right to pay the same at the expense of Subtenant after fifteen (15) days prior written notice to Subtenant thereof, and Subtenant covenants to reimburse to Sublandlord, as Additional Rent, for any amounts so paid by Sublandlord within fifteen (15) days' after expiration of such notice period, plus interest on such amounts equal to ten percent (10%) per annum.

(e) Subtenant may, at its own expense, contest or cause to be contested (in the case of any item involving more than \$1,000.00, after prior written notice to Sublandlord), by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any item specified in this Section or lien therefor, provided that (i) such proceeding shall suspend the collection thereof from the applicable Premises or any interest therein, (ii) neither such Premises nor any interest therein would be in any danger of being sold, forfeited or lost by reason of such proceedings, (iii) no Default has occurred, and (iv) Subtenant shall have deposited with Sublandlord adequate reserves for the payment of the taxes, together with all interest and penalties thereon, unless paid in full under protest, or Subtenant shall have furnished the security as may be required in the proceeding or as may be required by Sublandlord to insure payment of any contested taxes. Should Subtenant institute any such proceedings, Sublandlord will reasonably cooperate with Subtenant in connection therewith.

(f) Fixed Annual Rent, *Percentage Rent* and Additional Rent shall be collectively referred to in this Sublease as "**Rent**".

**6. Net Lease.** The Rent payable hereunder shall be net to Sublandlord so that this Sublease shall yield to Sublandlord the rentals specified during the Sublease Term, and all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises shall be performed and paid by Subtenant subject to the provisions of this Sublease.

### **7. Use, Signs, Maintenance and Warranties and Alterations.**

(a) Use of the Premises. During the Sublease Term, Subtenant shall continuously operate on the Premises a "Wendy's" restaurant in accordance with the Franchise Agreement and shall use the Premises solely for that purpose. Subtenant specifically covenants with Sublandlord to fully comply with all terms and conditions of the Franchise Agreement on its part to be performed and observed and to maintain the Franchise Agreement in full force and effect during the Sublease Term. In no event shall Subtenant's use of the Premises violate any law, rule or ordinance, any provision in the Prime Lease or any restriction or other encumbrance which is of record and applicable to the Premises.

(b) Compliance with Laws. Subtenant's use and occupation of each of the Premises, and the condition thereof (including the condition of any and all alterations, replacements, additions or construction activity undertaken by the Subtenant including but not limited to the installation of a sign or signs as heretofore permitted in this Section 7), shall, at Subtenant's sole cost and expense, comply fully with all existing restrictions and with all building codes, zoning ordinances and other laws, rules and regulations of any governmental authority applicable to the Premises (including, but not limited to, health, safety, accessibilities and/or disabilities) and all restrictions, covenants and encumbrances of record with respect to each of the Premises. Subtenant shall bear sole responsibility to obtain applicable governmental and other required approvals of work undertaken by it. Subtenant will not permit any act or condition to exist on or about any of the Premises which will increase any insurance rate thereon, except when such acts are required in the normal course of its business, and Subtenant shall pay for such increase. In addition to the other requirements of this Section, Subtenant shall, at all times throughout the Sublease Term, comply with the Americans with Disabilities Act of 1990, as such act may be amended from time to time, and all regulations promulgated thereunder (collectively, the "ADA"), in connection

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with the Premises and any maintenance, repairs and replacements of the Premises undertaken by Subtenant as required by this Sublease, and all restrictions, covenants and encumbrances of record with respect to the Premises.

(c) Maintenance. Subtenant shall not commit actual or constructive waste upon any of the Premises. Subtenant, at its own expense, will maintain all parts of the Premises, including, but not limited to, the Restaurant and any other improvements now or hereafter existing therein or thereon, in good repair and sound condition and at all times in accordance with the condition required and/or prescribed by the Franchise Agreement and the Prime Lease. Subtenant's obligation to maintain and repair includes specifically, but is not to be limited to, the maintenance and repair and/or replacement of the following: the foundations, roof, floor and structural portions of the walls of the Restaurant; parking lot; curbs; driveways; sidewalks; gutters; fixtures, facilities and equipment located on the Premises; heating, air-conditioning, electrical and plumbing systems; exterior and interior doors; windows and glass; signs and other equipment installed and used by Subtenant; any easements appurtenant to the Premises in accordance with the terms of such easements; and the keeping, maintaining and updating of a written or electronic log in a format approved by Sublessor documenting such maintenance records, receipts and any warranties related thereto and keeping the same available for periodic inspection by Sublandlord upon request. Subtenant will take all action and will make all structural and non-structural, foreseen and unforeseen and ordinary and extraordinary changes and repairs which may be required to keep all parts of each of the Premises in good repair and sound condition. The provisions of this Section 7(c) shall not apply in the case of damage or destruction by fire or other casualty or in the case of eminent domain or condemnation, in which events the obligations of the Subtenant shall be controlled by either Section 10 or 11 hereof, as the case may be. Subtenant waives any right to (i) require Sublandlord to maintain, repair or rebuild all or any part of any of the Premises or (ii) make repairs at the expense of Sublandlord, pursuant to any rule, law or regulations at any time in effect with respect to the Premises. In carrying out its obligations as set forth above in this Section, Subtenant agrees to conform to all requirements of law, the regulations of applicable public authorities and the requirements of insurers. Further, Subtenant shall not take any action nor permit any action to be taken which would result in or cause the loss, termination or forfeiture of any easement right appurtenant to the Premises or which would result in the violation of any covenants, conditions or restrictions burdening the Premises.

(d) Warranties. Subtenant acknowledges and agrees that either it may have certain contractors', subcontractors' and/or manufacturers' warranties with respect to the physical structure of the Premises. Subtenant covenants and agrees to make careful notation and observations with respect to such warranted systems and components and to timely alert the appropriate party(s), and provide an email copy to the designated Franchisor construction manager (if Franchisor is employed by Subtenant to aid in the supervision of the construction of the Improvements) and to the Sublandlord's portfolio manager noting or documenting the same, as soon as practical following any observed defects or deficiencies related to such warranted items. Additionally, Subtenant agrees it shall schedule and/or participate in an eleventh (11) month walk through with its general contractor at least one month prior to the expiration of the general contractor's one-year warranty period. Following the walk through and meeting, Subtenant shall sign and agree to the list of noted defects and deficiencies. In the event that any additional items are discovered or identified following the meeting, Subtenant shall immediately notify Sublandlord and its general contractor and by mutual agreement of the parties, the list of defects and deficiencies will be updated and acknowledged by the parties. Subtenant hereby acknowledges and agrees that its rights to request repairs, replacements or corrections from either Sublandlord and/or its general contractors, subcontractors, suppliers and/or vendors are strictly limited by the terms and conditions of the warranties and shall be barred after the expiration of the requisite time periods.

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(e) Alterations. All alterations of the Premises by Subtenant shall conform with the terms, conditions and requirements of Franchise Agreement. When required under the Franchise Agreement based upon the scope or nature of the proposed alterations, Subtenant shall provide prior written notice to Franchisor and (if applicable) obtain Franchisor's prior written consent and approval. Additionally, if required by the Prime Lease, Subtenant shall obtain the Prime Landlord's consent including but not limited to providing plans and specifications and review fees (if any) and Sublandlord agrees to facilitate any Prime Landlord's consents upon request by Subtenant (subject to Franchisor's first approval). Subtenant shall not alter the exterior, structural, plumbing or electrical elements of any of the Premises in any manner without the prior, written consent of Sublandlord, and, if required by the Prime Lease, the Prime Landlord's consent; provided, however, Subtenant may undertake nonstructural alterations costing less than \$2,500.00 without Sublandlord's consent as long as Prime Landlord's consent is not required under the Prime Lease for said nonstructural alterations. Prior to Subtenant commencing any work to the Premises which involves a cost in excess of \$2,500.00, Subtenant shall submit the final plans and specifications for such proposed work to Sublandlord for Sublandlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed, and which shall be deemed if Subtenant has received no approval or rejection from Sublandlord at the end of thirty (30) days after Sublandlord's receipt of the plans and specifications. If Sublandlord reasonably objects within such thirty (30) day period, Subtenant shall not commence the proposed work until the plans and specifications have been revised to satisfy Sublandlord's objection(s). If Sublandlord's consent is required hereunder and Sublandlord consents to the making of any such alterations, the same shall be made according to plans and specifications approved by Sublandlord and subject to such other conditions as Sublandlord shall reasonably require. All alterations shall be made by Subtenant at Subtenant's sole expense by licensed contractors and in accordance with all applicable laws, rules, laws and regulations. Subtenant shall perform such remodeling, repair, replacement and redecoration to the Restaurant as required by and in conformance with the Franchise Agreement, including, without limitation, any letter of understanding with respect thereto. Any work at any time commenced by Subtenant on any of the Premises shall be prosecuted diligently to completion, shall be of good workmanship and materials and shall comply fully with all the terms of this Sublease. Upon completion of any alterations, Subtenant shall promptly provide Sublandlord with (i) evidence of full payment to all laborers and materialmen contributing to the alterations, (ii) an architect's certificate certifying the alterations to have been completed in conformity with the plans and specifications, (iii) a certificate of occupancy (if the alterations are of such a nature as would require the issuance of a certificate of occupancy), and (iv) any other documents or information reasonably requested by Sublandlord. Any addition to or alteration of any of the Premises shall automatically be deemed a part of the Premises and belong to Sublandlord, and Subtenant shall execute and deliver to Sublandlord such instruments as Sublandlord may reasonably require to evidence the ownership by Sublandlord of such addition or alteration; provided, however, if Subtenant is not in default under this Sublease and all Rent and other sums due to Sublandlord have been paid and discharged in full, Subtenant shall have the right to remove upon expiration of the Sublease Term those non-permanently attached fixtures and personal property which have been paid for and are then owned by Subtenant, but Subtenant shall repair any damage caused by such removal. Subtenant acknowledges and agrees that, in the event that Subtenant renovates, remodels, rebuilds, reimages or otherwise performs alterations to the exterior of the Premises (including, without limitation, the initial construction of the Restaurant and any subsequent remodel performed pursuant to Section 8 hereof), Subtenant shall, within ten (10) days of receipt of an invoice therefor, reimburse Sublandlord for Sublandlord's reasonable costs incurred in obtaining an updated title search for the Premises and any third party or landlord consents required in connection with Subtenant's work.

(f) Liens. Subtenant is not authorized to subject the interest of Prime Landlord or Sublandlord in the Real Property and/or Premises to any easement, restriction, lien, charge or encumbrance of any kind or nature without the prior written approval of Sublandlord and Prime Landlord. Subtenant shall permit no liens

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arising due to work performed by or under Subtenant's authority to encumber the Real Property and/or Premises, shall remove any such liens by payment or bond within fifteen (15) days after receipt of written notice thereof, and hereby agrees to hold Sublandlord and Prime Landlord harmless from and against any claims, demands or costs incurred by the indemnified parties related to any such liens during the Sublease Term. The foregoing hold harmless expressly includes Subtenant's agreement to promptly reimburse Sublandlord and/or Prime Landlord for any costs and expenses (including legal fees and court costs on a substantial indemnity basis) incurred in connection with the analysis, defense or payment made by the indemnified parties on account of any such lien.

(g) Opening Covenant and Continuous Operation. Subtenant covenants and agrees that it shall cause the Restaurant to be constructed and timely opened for business in accordance with Section 8(a) of this Sublease and thereafter, Subtenant shall continuously occupy and operate the Restaurant during the Sublease Term, and it shall be deemed a Default of Subtenant hereunder to fail to open within the prescribed time period(s) or to cease operation of the Restaurant for more than five (5) consecutive days or for more than fifteen (15) days in any calendar year (or any shorter period if the same shall constitute a default under any Prime Lease), unless and except such closure is due to remodeling as approved in accordance with this Sublease, or any repair or restoration related to any condemnation or casualty event.

(h) Signs. If permitted by the Prime Lease, the Franchise Agreement and all other covenants and restrictions affecting the Real Property and/or Premises, Subtenant shall have the right to install on the Premises, at its own expense, signs conforming to law and regulations, suitable for its purposes in the operation of the Restaurant which shall remain the property of Subtenant unless such signs must be surrendered to Sublandlord upon termination of the Franchise Agreement. Subtenant shall be responsible for proper maintenance and upkeep of such signs and for any damage to the Premises occasioned thereby, or by the removal thereof.

(i) Subtenant agrees that it will defend, indemnify and hold harmless Sublandlord, Prime Landlord and their respective employees, officers, directors and agents from and against any and all claims, suits, actions, proceedings, obligations, damages, losses, costs or expenses (including legal fees and court costs on a substantial indemnity basis) caused by, incurred or resulting from Subtenant's failure to comply with its obligations under this Section. The obligations of Subtenant and the rights and remedies of Sublandlord under this Section shall survive the termination, expiration and/or release of this Sublease.

(j) Construction of the Restaurant. Subtenant hereby acknowledges and agrees that Subtenant shall work with Sublandlord and/or its affiliate to procure all necessary building and signage permits and construct the Restaurant in accordance with the provisions of the Prime Lease, time being of the essence. In the event that Sublandlord and/or its affiliate requires Subtenant's direction or signature with respect to procurement of the necessary permits for construction, and Subtenant shall fail to respond or refuse to sign an application or certificate in accordance with the provisions of this Section within ten (10) days following a request by Sublandlord, Subtenant irrevocably constitutes and appoints Sublandlord as its attorney-in-fact to act as Subtenant's proxy to procure all necessary building and signage permits for the Restaurant, which shall include the power to make necessary decisions on Subtenant's behalf and the power to execute and deliver any necessary applications or certificates to any third party, it being stipulated that such power of attorney is coupled with an interest and is irrevocable and binding; provided, however, that Sublandlord's exercise of its power as a proxy and/or execution and delivery of such application or certificate on behalf of Subtenant shall not cure any Default arising by reason of Subtenant's failure to respond or execute and deliver such application and/or certificate.

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### **8. Initial Construction of the Restaurant and Subsequent Remodeling of the Restaurant.**

(a) Subtenant covenants and agrees that it shall cause the Restaurant to be constructed and opened for business by the earlier of: the required opening date (if any) set forth in Prime Lease, the required opening date set forth in the Franchise Agreement, and ten (10) days following the "substantial completion" of the Restaurant (subject to any punch list items which do not materially impair Subtenant's ability to open and operate the Restaurant) as may be determined by Subtenant's general contractor and/or as certified by Sublandlord in its capacity as a "construction manager" under the REPP PMA.

(b) Subtenant, as franchisee under the Franchise Agreement, covenants and agrees that it has certain obligations to repair, upgrade, refurbish, remodel, and/or perform certain image enhancements to the Restaurant under the Franchise Agreement (collectively the "**Remodeling Obligations**"). If Subtenant breaches any of its covenants or agreements under the Franchise Agreement relating to the Remodeling Obligations and/or does not complete all of its Remodeling Obligations at the Restaurants, a "**Remodel Default**" shall be deemed to have occurred. Upon a Remodel Default, in addition to the rights of Sublandlord under Section 17(b) and Sublandlord's rights as franchisor under the Franchise Agreement, Sublandlord may, upon written notice to Subtenant, increase the Fixed Annual Rent due under Section 4(a) by twenty percent (20%) until the Remodel Default has been corrected (the "**Liquidated Damages**").

(c) It is acknowledged that a Remodel Default will cause Sublandlord to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by Sublandlord of actual damages. Therefore, Sublandlord and Subtenant agree that upon a Remodel Default, Sublandlord may impose the Liquidated Damages. Subtenant agrees that the Liquidated Damages represent a fair, reasonable and appropriate estimate of the damages and losses that would be sustained by Sublandlord. In lieu of actual damages for a Remodel Default, Subtenant agrees that the Liquidated Damages may be assessed and recovered by Sublandlord as against Subtenant, and without Sublandlord being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore, Subtenant shall be liable to Sublandlord for payment of the Liquidated Damages. Such Liquidated Damages are intended to represent estimated actual damages and are not intended as a penalty, and Subtenant shall pay them to Sublandlord without limiting Sublandlord's right to obtain substitute or additional relief as may be appropriate.

(d) Without limiting the generality of Section 29(i), if any court determines that the Liquidated Damages is excessive or is unreasonable or unenforceable under the laws of that jurisdiction, it is the intention of the parties hereto that the Liquidated Damages may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that jurisdiction.

**9. Quiet Enjoyment.** Sublandlord covenants and agrees that Subtenant, upon paying the Rent and all other charges herein provided for, and observing and keeping the covenants, agreements and conditions of this Sublease on its part to be kept shall lawfully and quietly hold, occupy and enjoy the Premises during the Sublease Term, or any extension thereof, without hindrance or molestation from anyone claiming by, through or under Sublandlord.

### **10. Damage or Destruction to Premises.**

(a) Subtenant's Obligation to Replace and Restore. In the event that the Premises are damaged or destroyed by fire or other casualty or Subtenant is evicted from the Premises by a public authority to preserve the public safety, this Sublease shall not terminate, nor shall the liability of Subtenant to pay rent cease or be reduced, except as hereinafter expressly provided in this Section, but

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Subtenant shall restore, replace or rebuild the Premises at Subtenant's sole cost and expense with all reasonable speed to the same condition as existed prior to the happening of the fire, eviction or other casualty. In the event Subtenant is required to so restore, replace or rebuild as aforesaid, Subtenant shall be entitled to the proceeds of casualty insurance carried and maintained by Subtenant and payable by virtue of the event or events causing damage to the Premises. **[[CONFIRM NO CONFLICT WITH PRIME LEASE]]**

(b) Limited Right to Terminate. Notwithstanding the foregoing subparagraph (a), in the event the Premises should, within two (2) years prior to the end of the initial term of this Sublease, be damaged by fire or other casualty to the extent of at least fifty percent (50%) of the replacement value thereof, and provided Sublandlord has the right to terminate the Prime Lease with respect to such casualty event, Sublandlord and Subtenant shall have the right to cancel and terminate this Sublease effective as of the date of such casualty by written notice to the other party given within thirty (30) days after the occurrence thereof (but not less than five (5) business days prior to the date Sublandlord shall be required to deliver any such termination notice to the Prime Landlord), in which case (i) provided Sublandlord shall have the same right under the Prime Lease, Subtenant shall, at Subtenant's cost and expense, return possession of the Real Property to Sublandlord with all buildings removed from the surface of the Real Property and (ii) the proceeds of any insurance carried or required to be maintained by Subtenant shall be payable to Subtenant. **[[CONFIRM NO CONFLICT WITH PRIME LEASE]]**

(c) Conflict with Prime Lease. Notwithstanding anything contained in this Section to the contrary, should there be a conflict between the terms and conditions set forth in this Section 10 and those set forth in the Prime Lease with respect to damage or destruction to the Premises, the terms and conditions of the Prime Lease will govern.

**11. Condemnation.** In the event that at any time during the Sublease Term the Premises or any part thereof shall be taken by eminent domain or condemnation by any public or quasi-public authority (or in the event a voluntary conveyance is made by Sublandlord to such public or quasi-public authority by reason of or by threat or imminence of the exercise of such power of eminent domain or condemnation by such authority), the following terms and conditions shall apply:

(a) Total Taking. In the event of a total taking, Subtenant's right of possession shall terminate as of the date of taking and Rent and other charges provided for in this Sublease shall be paid up to such date. The entire damage award of the condemnation proceedings to which Sublandlord is entitled pursuant to the Prime Lease shall be paid to Sublandlord but Sublandlord shall, and hereby does, after deduction from said award of any and all legal fees and costs associated with such proceedings on a substantial indemnity basis, assign to Subtenant out of any award paid to Sublandlord the following amounts: (i) if Subtenant shall have made improvements or alterations in or to the Premises after the Effective Date and shall have not yet fully amortized its expenditure for such improvements or alterations, a sum equal to the unamortized portion of any such expenditures, and (ii) a sum equal to all of Subtenant's initial cost for the construction of the Restaurant (less any fees paid pursuant to the REPP PMA or any letter of agreement), amortized over a twenty (20) year period on a straight line basis and (iii) a sum equal to any cost or loss which Subtenant may incur in removing certain furniture, fixtures and equipment located at the Restaurant that are used in the operation of the Restaurant (collectively, the "**Equipment**") from the Premises, but these sums will be paid only if the condemning authority makes a specific award for such costs or losses.

(b) Partial Taking Which Renders the Premises Substantially Unusable. In the event of a partial taking of the Premises which renders the Premises substantially unusable by Subtenant for the operation of the Restaurant in accordance with the Franchise Agreement, and provided the Prime Lease can be terminated pursuant to its terms, then Sublandlord or Subtenant may, by written notice to the other



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within thirty (30) days after the taking by the condemning authority (but not less than five (5) business days prior to the date Sublandlord shall be required to deliver any such termination notice to the Prime Landlord), terminate this Sublease, and Rent and other charges provided for in this Sublease shall be paid up to such date, and Subtenant hereby reserves unto itself the right to prosecute its claim for an award for damages for the termination of this Sublease and its loss of its interest under this Sublease, or any portion thereof, caused by such appropriation or taking, together with damages based on the value of Subtenant's Equipment and the Restaurant and other improvements erected or installed on the Premises and the damages Subtenant may sustain to the business operated by Subtenant on the Premises, including, but not limited to, an award for the use of any temporary construction easement area on the Premises, good will, patronage and the removal, relocation and replacement costs and expenses caused by such appropriation or taking. If neither party elects to terminate this Sublease, there shall be no abatement or adjustment to the Rent due hereunder, and Sublandlord shall pay to Subtenant the damage award received by Sublandlord as compensation for such partial taking (after deduction from said award of any and all legal fees and costs associated with such proceedings on a substantial indemnity basis). Subtenant shall use such award together with all other funds of Subtenant necessary to restore the Premises at Subtenant's sole expense to usable condition and in accordance with the requirements of the Franchise Agreement.

(c) Partial Taking Which Does Not Render the Premises Substantially Unusable. In the event of a partial taking of the Premises which does not render the Premises substantially unusable by Subtenant for the operation of the Restaurant in accordance with the Franchise Agreement, there shall be no abatement or adjustment of Rent hereunder and the entire damage award received by Sublandlord for such partial taking shall belong solely to Sublandlord; provided, however, if any damage award includes in part: (i) an award applicable to a condemned portion of the Restaurant building or (ii) an award related to lost profits or sales or similar consequential damages, such portion of the award shall be paid or otherwise made available to Subtenant.

(d) Total Taking Within Right-Of-Way. Notwithstanding the provisions of this Section, it is hereby expressly acknowledged and agreed by Subtenant that if an expropriating authority takes any portion (or all of that portion) of the Premises which is located within a public right-of-way on the date of this Sublease, such a taking shall not be deemed to entitle Subtenant to any part of the award therefor (which shall belong solely to Sublandlord). Additionally, a condemnation of solely that portion of the Premises which is located within the public right-of-way on the date of this Sublease shall not be deemed to in any way bring this Section into operation and effect.

(e) Conflict with Prime Lease. Notwithstanding anything contained in this Section to the contrary, should there be a conflict between the terms and conditions set forth in this Section 11 and those set forth in the Prime Lease with respect to condemnation, the terms and conditions of the Prime Lease will govern.

**12. Assignment and Subletting.** Subtenant shall not permit Subtenant's interest in this Sublease to be vested in any third party by operation of law or otherwise and Subtenant shall not assign, sublet, pledge, hypothecate or otherwise transfer this Sublease or any interest in this Sublease or the Premises in whole or in part without first obtaining the prior written consent of Sublandlord, which consent Sublandlord may grant or withhold in its sole and absolute discretion. As a condition to its consent, Sublandlord may require that the Rent required to be paid hereunder be increased to reflect the current fair market value of the Premises and any assignee or sublessee must also in connection with such assignment or subletting receive an assignment of all rights of the franchisee under the Franchise Agreement with the necessary consent of Sublandlord, in its capacity as franchisor under the Franchise Agreement to the assignment under the Franchise Agreement. If Sublandlord does so consent to an assignment of this Sublease or a subletting of all or any portion of the Premises, Subtenant and Guarantor

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shall remain liable to Sublandlord for all obligations under this Sublease unless expressly released in writing from such obligations by Sublandlord.

**13. Mortgage Subordination and Attornment.** Upon written request by Sublandlord or Prime Landlord, conferred in by any mortgagee of Sublandlord's and/or Prime Landlord's interest in the Premises, or by any person, firm or corporation intending to become such a mortgagee, Subtenant agrees to subordinate its rights under this Sublease to the lien of any mortgage covering the Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided the mortgagee named in said mortgage shall agree to recognize this Sublease in the event of foreclosure if Subtenant is not in default hereunder. Subtenant agrees that upon the written request of Sublandlord, Prime Landlord or any mortgagee named in such mortgage, it will execute and deliver whatever instruments may be required for such purposes. Subtenant will, in the event of the sale or assignment of Sublandlord's or Prime Landlord's interest in the Premises or in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of the power of sale under any mortgage covering the Premises, attorn to and recognize such purchaser or mortgagee as landlord under this Sublease. Similar to Section 16 of this Sublease, upon request by Subtenant, Sublandlord shall execute waivers or consent agreements in a form acceptable to Sublandlord in its sole and absolute discretion permitting the pledge of this Sublease as a subleasehold mortgage in favor of Subtenant's bank or institutional lender and providing such bank or institutional lender with limited rights including cure, assumption and/or entry in the event of a foreclosure. The parties acknowledge and agree that all such consents to any subleasehold mortgage shall likewise require a corresponding pledge (and Franchisor's consent to such pledge) of Subtenant's interest under the Franchise Agreement to such bank or institutional lender. The parties further acknowledge and agree that in no event shall any similar waivers or consent be requested from or obtained from Prime Landlord.

**14. Indemnification and Insurance.**

(a) Indemnification. To the fullest extent permitted by law, Subtenant agrees to defend, indemnify and hold harmless Prime Landlord, Sublandlord and any parent, subsidiaries, affiliates, and their directors, officers, agents, employees, and authorized representatives and assigns of each (the "Indemnitees") from and against any liabilities, losses, claims suits, actions, allegations, legal or administrative proceedings, debts, demands, damages and expenses, including defense costs and attorney's fees (all collectively "Losses") resulting from or arising by reason of the occupancy, operation, maintenance or use of the Premises by Subtenant (including any construction activity on the Premises undertaken by or through Subtenant) or otherwise related to or asserted against Sublandlord under the Prime Lease (except for any such Losses which arose or relate to time periods prior to the date of this Sublease), whether or not provided such Losses are attributable to (a) injury to or death of any person or persons, including, but not limited to, any employee, agent or representative of Subtenant, as well as any employee, agent, or representative of an Indemnatee; (b) damage to or impairment of property, or (c) personal and advertising injury, arising out of or related to the occupancy, operation, maintenance or use of the Premises by Subtenant, which are in any manner directly or indirectly caused, occasioned, contributed to, or claimed to be due, in whole or in part, to any acts, errors or omissions, reckless, negligent or willful misconduct, whether active or passive, of Subtenant or anyone who whose acts Subtenant may be liable in conjunction with or incident to this Sublease, even though the same may have resulted from the joint, concurring, or contributory negligence of any Indemnitees, or any other person or persons, unless the same be caused by the sole negligence or willful misconduct of any Indemnatee. The foregoing indemnity shall survive the expiration or earlier termination of this Sublease.

(b) Insurance Coverage. Subtenant agrees to provide and maintain, at its sole cost and expense, insurance in at least the same amounts and of the same types required by the Prime Lease to be carried by the tenant thereunder with regard to the Premises; provided, however, that notwithstanding the

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requirements of the Prime Lease, Subtenant shall maintain at a minimum, the following required policies of insurance, in the forms and with minimum limits (or such higher amounts as may, from time to time, be required under the provisions of the Franchise Agreement) and coverage terms, as set forth below:

(i) Commercial General Liability: \$5,000,000 each Occurrence, \$2,000,000 general aggregate, \$1,000,000 personal and advertising injury. Coverage shall be written on an Occurrence basis, on ISO Form CG-00-01-12-07 or its substantial equivalent and shall afford cross liability coverage as provided under standard ISO forms separation of insureds clause. For claims arising out of or in any way related to the operation, maintenance or use of the Premises by Subtenant, its employees or agents, the policy shall provide coverage on a primary basis, and not contributory with or excess over any other insurance or self-insurance available to Prime Landlord or Sublandlord. All liability policies carried by Sublandlord and Prime Landlord are expressly intended as excess coverage, above all policies available to or provided on behalf of Subtenant. There shall be no exclusion, limitation nor endorsement contained in the policy, other than those standard exclusions and limitations inherent to the aforementioned ISO form, that serves to restrict or limit Contractual Liability or Products/Completed Operations coverage.

(ii) Worker's Compensation and Employer's Liability: Worker's Compensation coverage in accordance with the statutory requirements in the jurisdiction in which the Premises are located. Employer's Liability coverage limits of \$500,000 bodily injury, each accident or disease.

(iii) Business Auto Liability: \$1,000,000 each accident, combined single limit, bodily injury and property damage, or in accordance with the statutory requirements in the jurisdiction in which vehicles are registered, for any auto, vehicle or mobile equipment operated by Subtenant in relation to the Premises or its operation thereof. The policy shall apply to all owned, non-owned, hired, rented, leased, or borrowed motor vehicles used by Subtenant and shall afford cross-liability coverage as provided under standard ISO forms separation of insureds clause.

(iv) Special Form "All-Risk" Property: Covering loss or damage as a result of perils including but not limited to, fire, lightning, hail, explosion, riot, civil commotion, vandalism and malicious mischief, theft, damage from aircraft, inland transportation, vehicles, smoke, earthquake, landslide, windstorm, collapse, sprinkler leakage, flood and overflow of a sewer or drain, on a replacement cost basis, on the Premises, including the Restaurant, Equipment and all other improvements, as well as property of the Subtenant located within the Premises, including, without limitation, stock-in-trade, furniture, fittings, installations, alterations, additions, partitions, fixtures and anything in the nature of a leasehold improvement. The policy shall include a Business Interruption endorsement affording coverage for business income, extra expense, and interruption by civil or military authority. The policy shall name Sublandlord, Prime Landlord and their Mortgagees, as well as any other parties as required by the Prime Lease, as Additional Interests and Loss Payees, as their interests may appear.

(v) Equipment Breakdown: on a blanket repair and replacement basis, covering, in an amount not less than the full replacement cost thereof, all boilers, pressure vessels, HVAC, mechanical, electrical equipment and miscellaneous apparatus owned, utilized or operated by the Subtenant or by others on behalf of the Subtenant in the Premises, or relating to or serving the Premises;

(vi) Umbrella Excess Liability: \$4,000,000 each Occurrence, with the Commercial General Liability, Business Auto Liability and Employer's Liability policies described herein appearing as Scheduled Underlying Policies. For claims arising out of or in any way related to the operation, maintenance or use of the Premises by Subtenant, its employees or agents, and where

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allowed by law, the policy shall provide coverage on a primary or first excess basis for Sublandlord's and Prime Landlord's Additional Insured interests, and not contributory with or excess over any other insurance or self-insurance available to Prime Landlord or Sublandlord. The policy shall be in a following form or a form at least as broad as the underlying policies. All liability policies carried by Sublandlord and Prime Landlord are expressly intended as excess coverage, above all policies available to or provided on behalf of Subtenant; and

(vii) any other form or forms of insurance as the Subtenant or the Sublandlord or the Sublandlord's mortgagee requires from time to time in form, in amount and for insurance risks against which a prudent subtenant would protect itself.

Further with regard to each of the aforementioned insurance policies:

1. The parties acknowledge that Subtenant's insurance is intended to fulfill the insurance requirements of the Prime Lease in addition to requirements stated in this Sublease and is intended to be in lieu of and not duplicative with any insurance required of the Sublandlord in accordance with the Prime Lease.

2. Subtenant shall name Sublandlord and Prime Landlord as Additional Insureds under the Commercial General Liability and Auto Liability policies and following form on any Umbrella Excess liability insurance policies. The Additional Insured endorsement shall have no added exclusions or limitations of coverage to limits of liability contractually required; or percentage of negligence attributable to the named insured.

3. The Commercial General Liability, Auto Liability, Worker's Compensation/Employer's Liability and Property policies shall provide a Waiver of Subrogation in favor of the Prime Landlord and Sublandlord. To the extent permitted by law, Subtenant hereby waives such rights or subrogation.

4. Each policy shall be written by a duly licensed and admitted insurance carrier with a current A.M. Best rating of A-, VIII or the substantial equivalent rating provided by Fitch, Moody's or Standard & Poor's.

5. Subtenant shall provide Sublandlord with written notification, within 30 days of the effective date, of the cancellation, non-renewal or material change in coverage or coverage limits.

6. There shall be no deductible or self-insured retention in excess of 10% of the coverage limit available under the policy.

7. Subtenant shall deliver or cause to be delivered to Sublandlord and Prime Landlord, on or prior to the Effective Date of this Sublease and thereafter, not more than ten (10) days subsequent to the expiration dates of the policies, a new or renewal Certificate of Insurance, executed by a duly authorized representative of each insurer. Subtenant shall not be permitted to enter the Premises unless and until Sublandlord has received the initial Certificate of Insurance providing evidence of such insurance. Such Certificate shall evidence compliance with the requirements stated herein and shall expressly and conspicuously reflect the amount of each deductible or self-insured retention.

8. Sublandlord makes no representation, by requiring insurance herein, that the types, forms, or minimum acceptable limits of insurance stated are adequate to protect the

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interests of Subtenant, nor shall such insurance required be deemed as a designated amount or limitation of liability of Subtenant. It is expressly understood and agreed that the foregoing insurance requirements shall not, nor do such requirements, limit the liability of Subtenant for its acts or omissions as provided in this Sublease.

9. When requested by the Sublandlord, Subtenant shall provide true and complete copies of insurance policies to Sublandlord within ten (10) business days of any such request.

10. Obligations of the parties under this subsection shall survive any termination or suspension of the Sublease agreement and shall also survive final payment.

11. Should Subtenant fail to maintain or renew any insurance provided for hereunder, or to pay the premium, or to comply with the requirements noted herein, Sublandlord may terminate this Sublease, or, at its option, but without obligation to do so, may, upon five (5) days' notice to Subtenant, cure such failure, and any sums so expended by Sublandlord, together with Sublandlord's reasonable administrative expense in connection therewith, shall become the obligation of Subtenant.

12. Neither the approval, disapproval or failure to act by Sublandlord regarding any insurance supplied by Subtenant, nor the bankruptcy, insolvency or denial of liability by any insurance company shall relieve Subtenant of full responsibility or liability for damages as set forth herein.

13. In the event of any transfer by Sublandlord of Sublandlord's interest in any of the Premises or any financing or refinancing of Sublandlord's interest in any of the Premises, Subtenant shall, upon not less than ten (10) days' prior written notice, deliver to Sublandlord, Prime Landlord or any lender providing such financing or refinancing, as the case may be, certificates of all insurance required to be maintained by Subtenant hereunder naming such transferee or such lender, as the case may be, as an additional named insured to the extent required herein effective as of the date of such transfer, financing or refinancing.

14. Notwithstanding anything contained in this Section to the contrary, should there be a conflict between the insurance requirements set forth in this Section and those set forth in the Prime Lease in that the insurance requirements under the Prime Lease are greater than those set forth herein, then the insurance requirements of the Prime Lease shall govern.

15. **Equipment.** All goods, wares, merchandise, inventory, machinery, Equipment and other personal property of Subtenant whatsoever kept in, on or about the Premises shall be at Subtenant's sole risk, and Sublandlord shall not be liable for any damage done to or loss of such goods, wares, merchandise, inventory, machinery, Equipment or other personal property of Subtenant arising from the bursting, overflowing or leaking of water, sewer, sprinkler system or steam pipes, or from the heating or plumbing fixtures, or from electric wires, or from gas or odors, or by reason of the failure of heat, gas or electricity, or from any other cause whatsoever.

16. **Subtenant Financing; Security Interest of Sublandlord.** To secure the payment of all Rent and any other sums that may become due to Sublandlord under the terms of this Sublease, Sublandlord shall have and is hereby granted by Subtenant a lien and security interest upon all the goods, wares, merchandise, inventory, machinery, Equipment and other personal property of Subtenant in or about the Premises or that may be placed or kept therein during the Sublease Term. Upon request by Subtenant, Sublandlord shall execute waivers or consent agreements in form acceptable to Sublandlord confirming the subordination of this lien, as required by a bank or institutional lender. The parties

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acknowledge and agree that in no event shall similar waivers or consent agreements be requested from or obtained from Prime Landlord.

This Sublease shall also constitute a security agreement under the applicable legislation of the jurisdiction in which the Premises are located. None of the goods, wares, merchandise, inventory, machinery, Equipment or other personal property of Subtenant situated on the Premises shall be removed from the Premises without the prior written consent of Sublandlord unless all Rent and all other sums then due to Sublandlord shall first have been paid and discharged in full. Subtenant shall from time to time execute any financing statements and other instruments necessary to perfect the first lien and security interest granted herein and to carry out the terms of this Section. Upon the occurrence of a Default by Subtenant under this Sublease, Sublandlord shall have the option, in addition to any other remedies provided herein or by law, to enter upon the Premises with or without the permission of Subtenant and take possession of any and all goods, wares, merchandise, inventory, machinery, Equipment and other personal property of Subtenant situated on the Premises without liability for trespass or conversion and to enforce the first lien and security interest hereby granted in any manner provided by law.

Additionally, with the prior written consent of Sublandlord and Franchisor (in form and substance as they may require) and subject to the terms and conditions and restrictions on the same as they may require, Subtenant may grant a leasehold mortgage in and to its rights as subtenant under this Sublease. Upon request, Sublandlord shall execute waivers or consent agreements in a form acceptable to Sublandlord in its sole and absolute discretion permitting the pledge of this Sublease as a subleasehold mortgage in favor of Subtenant's bank or institutional lender and providing such bank or institutional lender with limited rights including cure, assumption and/or entry in the event of a foreclosure. The parties acknowledge and agree that all such consents to any subleasehold mortgage shall likewise require a corresponding pledge (and Franchisor's consent to such pledge) of Subtenant's interest under the Franchise Agreement to such bank or institutional lender. The parties further acknowledge and agree that in no event shall any similar waivers or consent be requested from or obtained from the Prime Landlord.

### **17. Default by Subtenant.**

(a) Each of the following actions shall constitute a default and breach under the terms of this Sublease (a "**Default**"):

- (i) any act or omission by Subtenant that would constitute a default under the Prime Lease;
- (ii) if Subtenant shall fail to make any payment of Rent or any other charges or amounts due under this Sublease, on the day when such payments are due;
- (iii) if Subtenant shall fail to perform any other provision, covenant or condition of this Sublease other than the payment of Rent or any other charges or amounts due;
- (iv) if Subtenant abandons or vacates the Premises at any time during the Sublease Term;
- (v) if Subtenant ceases to operate the Restaurant in accordance with this Sublease;
- (vi) any act or omission which constitutes a default under the Franchise Agreement or any other Related Agreement;

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(vii) if Subtenant makes an assignment for the benefit of creditors or enters into a composition agreement with the creditors, or if the interest of Subtenant in the Premises or any personal property used in connection therewith is attached, levied upon or seized by legal process, or if Subtenant is found to be bankrupt or insolvent by any court of competent jurisdiction, or if a receiver is appointed for Subtenant;

(viii) if Subtenant's interest in the Sublease shall be vested in any third party by operation of law or otherwise, or if Subtenant has assigned this Sublease or the Premises are subleased by Subtenant in whole or in part without Sublandlord's prior written consent;

(ix) if Subtenant is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) or other similar legislation, orders or regulations in respect thereof (the "Orders") or on any other list maintained by OFAC pursuant to other applicable Orders or is indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering;

(x) if a final, non-appealable judgment is rendered by a court against Subtenant which has a material adverse effect on either the ability to conduct business at any of the Premises for its intended use or Subtenant's ability to perform its obligations under this Sublease, or is in the amount of \$100,000.00 or more, and in either event is not discharged within sixty (60) days from the date of entry thereof;

(xi) if Subtenant is in default under the terms and conditions of any of the Related Agreements; or

(xii) a Remodel Default.

(b) Remedies of Sublandlord. In the event of any Default of Subtenant hereunder, and in addition to any other rights or remedies available to Sublandlord at law or in equity or otherwise available under the Prime Lease and/or the Sublease, Sublandlord shall have the right, but not the obligation, to do any one or more of the following:

(i) cure any Default of Subtenant, on behalf and at the sole cost and expense of Subtenant;

(ii) terminate this Sublease upon not less than fifteen (15) days' notice, whereupon Subtenant shall vacate the Premises on or before such date unless such Default shall be cured prior to the effective date of such termination (failing which, Sublandlord may institute dispossessory proceedings), and to collect from Subtenant all Rent and other sums due through the date of such termination;

(iii) without terminating this Sublease, re-enter the Premises and proceed to re-let all or any part of the Premises as Sublandlord, in its discretion, may deem reasonably necessary or appropriate; or

(iv) declare immediately due and payable and to collect from Subtenant all Rent due from Subtenant for the remaining portion of the Sublease Term; or

(v) recover from Subtenant any other amount necessary to compensate Sublandlord for all damages proximately caused by Subtenant's failure to perform its obligations under this

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Sublease or which in the ordinary course of things would be likely to result therefrom, including but not limited to any costs or expenses incurred by Sublandlord: (A) in retaking possession of the Premises, including reasonable legal fees therefor; (B) in maintaining or preserving the Premises after such Default; (C) in preparing the Premises for reletting to a new tenant including repairs or alterations to the Premises for such reletting; (D) as brokerage fees, leasing commissions and reasonable legal fees in connection with the reletting of the Premises to a new tenant; (E) any other costs necessary or appropriate to relet the Premises; and (F) representing the remaining, unamortized cost incurred by Sublandlord to construct the Premises.

**18. Cross Default.** Any Default under this Sublease shall be considered a default under the Franchise Agreement and the Related Agreements. Subtenant acknowledges agreement with the cross-default provisions of this paragraph and all other terms and conditions of this Sublease relating to the Franchise Agreement and the Related Agreements. Guarantor has signed this Sublease for the purpose of acknowledging its agreement with the cross-default provisions of this paragraph and all other terms and conditions of this Sublease relating to the Franchise Agreement and the Related Agreements.

**19. Estoppel Certificates.**

(a) At any time, and from time to time, each party hereto shall, promptly and in no event later than ten (10) days after a request from the other party, execute, acknowledge and deliver to the other party, a certificate in the form reasonably satisfactory to the requesting party, certifying: (i) that Subtenant has accepted the Real Property; (ii) that this Sublease is in full force and effect and has not been modified (or if modified, setting forth all modifications), or, if this Sublease is not in full force and effect, the certificate shall so specify the reasons therefor; (iii) the commencement and expiration dates of the Sublease Term, including the terms of any extension options of Subtenant; (iv) the date to which the rentals have been paid under this Sublease and the amount thereof then payable; (v) whether there are then any existing defaults by the other party in the performance of its obligations under this Sublease, and, if there are any such defaults, specifying the nature and extent thereof, (vi) that no notice has been received by the certifying party of any default under this Sublease which has not been cured, except as to defaults specified in the certificate; (vii) the capacity of the person executing such certificate, and that such person is duly authorized to execute the same on behalf of said party; (viii) that neither Sublandlord nor Prime Landlord has actual involvement in the management or control of decision making related to the operational aspects or the day-to-day operations of the Premises; and (ix) any other information reasonably requested by the requesting party.

(b) If Subtenant shall fail or refuse to sign a certificate in accordance with the provisions of this Section within ten (10) days following a request by Sublandlord, Subtenant irrevocably constitutes and appoints Sublandlord as its attorney-in-fact to execute and deliver the certificate to any such third party, it being stipulated that such power of attorney is coupled with an interest and is irrevocable and binding; provided, however, that Sublandlord's execution and delivery of such certificate on behalf of Subtenant shall not cure any Default arising by reason of Subtenant's failure to execute and deliver such certificate.

**20. Notices.** All notices, requests, demands and other communications required or permitted by this Sublease shall be in writing and shall be deemed to have been duly given upon (a) actual delivery, if delivered by personal delivery, and/or (b) if sent by certified mail return receipt requested or by same day or overnight receipted courier service, when actually received or refused. Any material notices under this Lease, if given electronically via email or other electronic means to such addresses as may be used by either party from time to time, shall also be followed with written notice in the manner specified in the prior sentence. Notices shall be addressed to the respective parties at the following addresses:



**EXHIBIT M**

Street Address  
City, Province  
Wendy's Site # \_\_\_\_\_

To Sublandlord: Wendy's Properties, LLC  
4288 W. Dublin-Granville Road  
Dublin, OH 43017  
Attn: Legal Department (Real Estate) (Site # \_\_\_\_)  
Phone: (614) 764-3100

To Subtenant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_

or such other addresses as either party hereafter designates to the other in writing as aforesaid.

**21. Joint and Several Obligation.** In the event Subtenant under this Sublease consists of more than one entity and/or individual, its and their liability under this Sublease is agreed to be joint and several.

**22. Subtenant's Compliance with Environmental Laws.** Subtenant shall comply or use its best efforts to secure compliance with all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, any hazardous material (as hereinafter defined), waste disposal, air emissions and other environmental matters with respect to the use or occupation of the Premises. Subtenant shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by Subtenant or any other person or entity. If Subtenant breaches the obligations stated herein or if the presence of hazardous material on the Premises caused or permitted to be caused by Subtenant results in the contamination of the Premises, or any portion thereof, or if the contamination of the Premises by hazardous material otherwise occurs for which Subtenant is legally liable to Sublandlord for damage resulting therefrom, then Subtenant shall indemnify, defend and hold Sublandlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including without limitation, diminution in value of the Premises, and sums paid in settlement of claims, legal fees on a substantial indemnity basis, consultant fees and expert fees) which arise during or after the Sublease Term as a result of such contamination. This indemnification of Sublandlord by Subtenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of hazardous material being present in the soil or groundwater on or under the Premises. Without limiting the foregoing, if the presence of any hazardous material on the Premises caused or permitted to be caused by Subtenant results in any contamination of the Premises, or any portion thereof, Subtenant shall promptly take all actions, at no cost or expense to Sublandlord, as are necessary to return the Premises to the condition existing prior to the introduction of any such hazardous material to the Premises, provided that Sublandlord's approval of such action shall first be obtained. The foregoing indemnity shall survive the expiration or earlier termination of this Sublease. As used herein, the term "**hazardous material**" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to any federal, state or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

**23. Surrender of Premises.** Subtenant will deliver up and surrender possession of the entire Premises, including, without limitation, the Restaurant and all other improvements located on the Premises, to Sublandlord upon the expiration of this Sublease or its termination in any way, in their

## EXHIBIT M

Street Address  
City, Province  
Wendy's Site # \_\_\_\_\_

original condition, reasonable wear and tear excepted, or such other superior condition as may be specified in the Prime Lease. If required by Sublandlord or Prime Landlord, Subtenant shall, at Subtenant's cost and expense, execute and deliver to Sublandlord or Prime Landlord (as applicable) a quitclaim deed to the Restaurant and any other improvements located on the Premises. Subtenant shall also comply at its sole cost and expense with all terms and conditions of the Franchise Agreement to be complied with on surrender of the Premises.

### **24. Relationship to Prime Lease.**

(a) This Sublease and all of Subtenant's rights hereunder are expressly subject to and subordinate to all of the terms of the Prime Lease. Subtenant hereby acknowledges that it has received a copy of the Prime Lease and has read all of the terms and conditions thereof. Subtenant hereby assumes all obligations of Sublandlord, as tenant or lessee under the Prime Lease, with respect to the Premises and agrees to be bound by the terms of the Prime Lease as fully and to the same extent as if Subtenant were the tenant or lessee under the Prime Lease. Subtenant shall neither do nor permit anything to be done which would cause the Prime Lease to be terminated or forfeited by reason of any right of termination or forfeiture reserved or vested in the lessor/landlord under the Prime Lease, and Subtenant shall indemnify and hold Sublandlord harmless from and against all claims and expenses of any kind whatsoever, including reasonable solicitor's fees, arising out of or in connection with the Prime Lease, or the curing of any default thereunder. Sublandlord agrees that Sublandlord shall, when necessary and when requested by Subtenant, endeavor to cause Prime Landlord to perform its obligations as landlord under the Prime Lease. Subtenant acknowledges that except as expressly provided in herein, any termination of the Prime Lease will result in a termination of this Sublease. Sublandlord and Subtenant each agree to provide to the other copies of any written notices which either may receive from the lessor/landlord under the Prime Lease or any mortgagee having an interest in the Premises.

(b) Subtenant hereby acknowledges and agrees that Subtenant shall not contact the Prime Landlord directly for any reason without Sublandlord's prior written consent.

(c) Notwithstanding anything to the contrary contained herein, Subtenant shall not be entitled to exercise any rights of first offer, rights of first refusal, or purchase options contained in the Prime Lease.

*(d) [Notwithstanding any contrary provision herein, the following terms and provisions of the Prime Lease shall not apply to Subtenant and shall not be deemed a part of this Sublease or the rights and obligations to Subtenant:*

*LIST EXCLUSIONS HERE, IF ANY]*

**25. Brokers.** Sublandlord and Subtenant each represents and warrants to the other that no broker, agent, commission salesman or other person has represented the warranting party in the negotiations for and procurement of this Sublease and of the Premises, and that no commissions, fees or compensation of any kind are due and payable in connection herewith to any such person or entity. Each of Sublandlord and Subtenant agrees to indemnify and hold the other harmless from and against any and all costs or claims of any agent, broker or other person claiming to be acting on behalf of the indemnifying party for fees, commissions or other compensation by reason of the transaction contemplated by this Sublease or otherwise resulting from breach by the indemnifying party of the representations in this Section.

**26. Guaranty.** Simultaneously with the execution of this Sublease and as an express condition of the effectiveness hereof, the Guarantor(s) shall jointly and severally unconditionally guarantee the payment and performance of all obligations, terms and conditions under this Sublease on

## EXHIBIT M

Street Address  
City, Province  
Wendy's Site # \_\_\_\_\_

behalf of Subtenant and agrees to indemnify and save harmless Sublandlord from any damages arising out of failure by the Subtenant to pay Rent or observe or perform any of the terms and conditions contained in this Sublease, pursuant to the Sublease Guaranty. During the Sublease Term and from time-to-time, within fifteen (15) days of Sublandlord's request, Subtenant shall cause the Guarantor(s) to provide the most current fiscal year-end audited financial statements of the Guarantor(s) prepared in accordance with generally accepted accounting principles consistently applied (including an annual balance sheet, a profit/loss statement, statement of cash flow and footnotes).

**27. Right to Inspect and Show Premises.** Subtenant agrees that Sublandlord or Sublandlord's representative(s) shall have the right at all reasonable times to enter upon and to inspect the Premises to ascertain that Subtenant is carrying out the terms, conditions and provisions of this Sublease, including but not limited to Tenant's compliance with all laws and ordinances. In the event that Sublandlord identifies any deficiencies in maintenance or lack of compliance with laws, Subtenant covenants and agrees that it shall take immediate steps to rectify and cure any such issues within the earlier of thirty (30) days or such timeframe as required under the Prime Lease or under any governmental notice or order. Sublandlord shall have the right to show the Premises to prospective purchasers at any time during the Sublease Term or to prospective tenants during the last six (6) months of the Sublease Term.

**28. Costs and Legal Fees.** If either party brings or commences any legal action or proceeding to enforce any of the terms of this Sublease (or for damages by reason of an alleged breach of this Sublease), the prevailing party in any litigation between the parties shall be entitled to recover, as a part of its judgment, reasonable legal fees and costs of suit.

**29. Miscellaneous.**

(a) This Sublease shall be governed by the laws of the jurisdiction in which the Premises are located. This Sublease supersedes all prior discussions and agreements between the parties and incorporates their entire agreement with respect to the matters set forth herein, and shall not be modified, changed or altered in any respect, except in writing executed in the same manner as this Sublease by the parties hereto.

(b) Any term used in this Sublease which begins with initial capital letters and is not defined herein shall have the same meaning attributable to that term in the Prime Lease.

(c) The captions used in this Sublease are for convenience only and do not in any way limit or amplify the terms and provisions hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to the Sublease as a whole except where noted otherwise. The necessary grammatical changes required to express singular, plural, male, female or neuter, as applicable, shall be assumed in each case to be fully expressed.

(d) Time is of the essence with respect to the provisions of this Sublease. If the time period by which any right, option or election provided under this Sublease must be exercised, or by which any act required hereunder must be performed, expires on a Saturday, Sunday or legal or bank holiday in the jurisdiction where the Premises are located, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

(e) Any transfer tax or other tax payable to any governmental taxing authority, including the municipality in which the Premises lies, by reason of the execution of this Sublease and/or recordation of a memorandum thereof shall be paid by Subtenant.

## EXHIBIT M

Street Address  
City, Province  
Wendy's Site # \_\_\_\_\_

(f) The provisions of this Sublease shall inure to the benefit of and be binding upon Sublandlord and Subtenant and their respective successors, heirs, legal representatives and assigns; subject, however, in the case of Subtenant to the provisions of this Sublease with respect to the rights of Subtenant to further assign this Sublease or sublet the Premises.

(g) No failure or delay by Sublandlord or Subtenant to exercise any right or power given it or to insist upon strict compliance by the other with any obligation imposed on it, and no custom or practice of either party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by Sublandlord or Subtenant or any right either party has herein to demand strict compliance with the terms hereof by the other. The acceptance by Sublandlord of any sum of rental less than the sum provided for in this Sublease shall not alter the rental terms hereof or absolve Subtenant from its obligation to pay the rental herein provided, but the acceptance of any lesser sum than the Rent herein stipulated shall be an acceptance of the amount paid to apply on account of the Rent due. This Sublease (including all exhibits and addenda attached hereto) contains the sole and entire agreement of Sublandlord and Subtenant with respect to the subject matter hereof, and no prior or contemporaneous oral or written representation or agreement between the parties and affecting the Premises shall have legal effect so as to modify or amend or change the conditions hereof.

(h) The parties covenant and agree that this Sublease shall not be recorded, but upon written request of Sublandlord or Subtenant, a notice of sublease shall be prepared by Subtenant (which form is subject to the prior review and approval of the Sublandlord) describing the Premises, giving the Sublease Term, the name and address of Sublandlord and Subtenant, but containing no other terms or provisions of this Sublease except as may be permitted or required by Sublandlord, which shall be promptly executed and delivered by both parties. The notice of sublease may be recorded by either party, at the sole cost and expense of the party so recording.

(i) If any clause or provision of this Sublease or the application thereof to any person, entity or circumstance is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity now or hereafter effective during the Sublease Term, the intention of the Parties hereto is that the remaining parts of this Sublease and the application of such clause or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each such clause or provision shall be valid and enforceable to the fullest extent permitted by law.

(j) This Sublease may be executed in counterparts by the parties hereto, including via electronic signature, and all such counterparts when delivered to the other party and taken together shall be deemed to be one original.

**[COUNTERPART SIGNATURE PAGES FOLLOW]**

**EXHIBIT M**

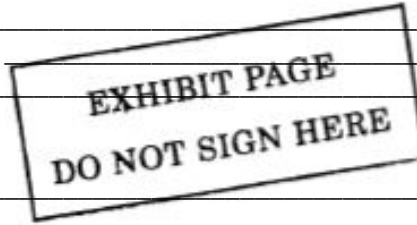
Street Address  
City, Province  
Wendy's Site # \_\_\_\_\_

IN WITNESS WHEREOF, this Sublease has been duly executed by the parties hereto as of the day and year first above written.

**SUBLANDLORD:**

**WENDY'S PROPERTIES, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Legal Approved: \_\_\_\_\_

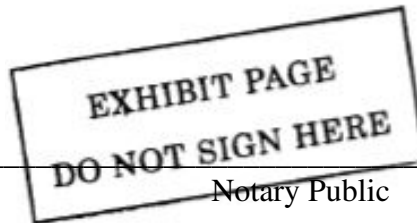
Portfolio Management Approved: \_\_\_\_\_

STATE OF OHIO  
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ by \_\_\_\_\_ and \_\_\_\_\_,

of **WENDY'S PROPERTIES, LLC**, a Delaware limited liability company, on behalf of the limited liability company.

(SEAL)



\_\_\_\_\_  
Notary Public

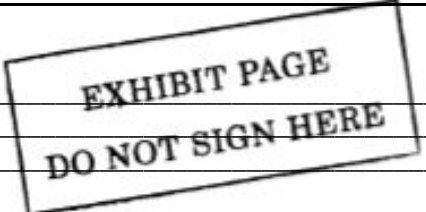
My Commission Expires:  
\_\_\_\_\_

**EXHIBIT M**

Street Address  
City, Province  
Wendy's Site # \_\_\_\_\_

**SUBTENANT:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ before me personally appeared \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_, an \_\_\_\_\_ limited liability company, who are known to me as the persons and officers described in and who executed the foregoing instrument on behalf of said company, and who acknowledge that they held the positions or titles set forth in the instrument and certificate, that they signed the instrument of behalf of the company by proper authority, and that the instrument was the act of the company for the purposes therein stated.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.



(SEAL)

\_\_\_\_\_  
Notary Public

# EXHIBIT M

Street Address  
City, Province  
Wendy's Site # \_\_\_\_\_

## ACKNOWLEDGMENT OF CROSS DEFAULT PROVISIONS

The undersigned hereby join in the execution of this Sublease for the purpose of acknowledging the cross-default provisions contained in Section 18 hereof.



**EXHIBIT M**

Street Address  
City, Province  
Wendy's Site # \_\_\_\_\_

**EXHIBIT A TO SUBLEASE**

**Description of the Real Property**



# EXHIBIT M

## EXHIBIT B TO SUBLEASE

### SUBLEASE GUARANTY

As of this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, the undersigned guarantor, \_\_\_\_\_, a \_\_\_\_\_ (hereinafter referred to as "**Guarantor**"), having an address of \_\_\_\_\_, for and in consideration of mutual promises, the leasing of the Real Property (as defined below) to \_\_\_\_\_, a \_\_\_\_\_, as "Subtenant" (the "**Subtenant**"), and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby covenants and agrees to guarantee the payment and performance by Subtenant of all the terms, covenants, conditions and agreements (collectively, the "**Obligations**") contained in that certain Sublease dated as of even date herewith (hereinafter referred to as the "**Sublease**"), by and between Subtenant herein named and \_\_\_\_\_, a \_\_\_\_\_, as "Sublandlord" (the "**Sublandlord**"), for that certain property located at \_\_\_\_\_ (the "**Real Property**"). Guarantor hereby represents and warrants that the Sublease to Subtenant herein named will be to the interest and advantage of Guarantor and acknowledges and agrees that this Sublease Guaranty is a substantial inducement to Sublandlord to enter into the Sublease. Guarantor further agrees to pay all reasonable costs and expenses, including without limitation reasonable attorneys' fees, paid or incurred by Sublandlord in endeavoring to collect or enforce the terms of this Sublease Guaranty and/or Obligations of Subtenant under the Sublease.

Guarantor further agrees that this Sublease Guaranty and Guarantor's liability hereunder shall not be impaired or affected by any modification, supplement, extension or amendment of the Sublease to which the parties, including without limitation Subtenant named herein, may hereafter agree, nor by any modification, release or other alteration of any of the Obligations hereby guaranteed, nor by any other agreements or arrangements whatever with Subtenant. The liability of Guarantor hereunder is direct and unconditional and may be enforced without requiring Sublandlord to first resort to any other right, remedy or security. No Guarantor shall have any right of subrogation, reimbursement or indemnity whatsoever unless and until all of the Obligations have been paid in full. This Sublease Guaranty is a continuing guaranty that shall remain in full force and effect during the term of the Sublease unless Sublandlord and Subtenant mutually agree in writing to terminate this Sublease Guarantee, whereupon this Sublease Guaranty will have no further force or effect; provided, however, that if the term of the Sublease is terminated due to the uncured breach or default by Subtenant, then Guarantor's liability hereunder shall continue with respect to the unfulfilled Obligations of Subtenant. Neither the discharge of Subtenant or of any other person or party from the Obligations in bankruptcy or in any similar proceeding or other event shall discharge or satisfy the liability of Guarantor hereunder except the full performance of all of the Obligations.

Guarantor also agrees to indemnify Sublandlord and hold Sublandlord harmless against all obligations, demands and liabilities, by whomever asserted, and against all losses in any way suffered incurred or paid by Sublandlord as a result or in any way arising directly out of, or from, an uncured breach by Subtenant of any of the Obligations, and to pay all costs and expenses, including reasonable attorneys' fees actually incurred, of any proceeding by Sublandlord to enforce this Sublease Guaranty.

Guarantor also expressly waives the following (except as expressly provided for or reserved herein): notice of acceptance hereof; the right to a jury trial in any action hereunder; presentment and protest of any instrument and notice thereof; and all other notices to which any Guarantor might otherwise be entitled.

Guarantor agrees that upon Sublandlord's request, said Guarantor shall provide the most current financial statements of said Guarantor prepared in accordance with generally accepted accounting principles consistently applied and certified by a certified public accountant to be true and correct.

This Sublease Guaranty, all acts and transactions hereunder, and the rights and obligations of the parties shall be binding upon and inure to the benefit of Guarantor, Subtenant and Sublandlord, and their respective

## EXHIBIT M

successors and assigns. This Sublease Guaranty may not be changed or modified, except by a written instrument signed by each Guarantor, Subtenant and Sublandlord. Notices under or pursuant to this Sublease Guaranty and/or the Sublease shall be given either by United States Postal Service certified mail return receipt requested, or by receipted same-day or overnight private courier service (e.g. Federal Express or similar carrier), to a party at their address specified in the Sublease or to their last address specified by at least ten (10) days' notice to the other party. Notices shall be deemed effective on the date of delivery, as evidenced by return receipt, or the date of refusal to accept delivery or inability to deliver, as evidenced by return receipt or by records or the courier service. The obligations of Guarantor hereunder shall be joint and several.

**THE UNDERSIGNED (AND EACH OF THEM, IF MORE THAN ONE) HEREBY (A) ACKNOWLEDGES AND AGREES WITH THE CROSS-DEFAULT PROVISIONS CONTAINED IN PARAGRAPH 18 OF THE SUBLEASE AGREEMENT AND ALL OTHER TERMS AND CONDITIONS OF THE SUBLEASE AGREEMENT RELATING TO THE FRANCHISE AGREEMENT AND THE RELATED AGREEMENTS (AS SUCH TERMS ARE DEFINED IN THE SUBLEASE AGREEMENT) AND (B) ACKNOWLEDGES AND AGREES THAT THE OBLIGATIONS OF THE UNDERSIGNED SHALL NOT BE AFFECTED BY ANY MODIFICATION, SUPPLEMENT, EXTENSION OR AMENDMENT OF THE SUBLEASE AGREEMENT TO WHICH THE PARTIES, INCLUDING WITHOUT LIMITATION, SUBTENANT, MAY HEREAFTER AGREE, NOR BY ANY MODIFICATION, RELEASE OR OTHER ALTERATION OF ANY OTHER AGREEMENTS OR ARRANGEMENTS WHATEVER WITH SUBTENANT, REGARDLESS OF WHETHER THE UNDERSIGNED CONSENTS THERETO OR HAS NOTICE THEREOF.**

Delivery of an executed copy of this Sublease Guaranty by facsimile or electronic transmission shall constitute a valid and binding execution and delivery of this Sublease Guaranty, and such copy shall constitute an enforceable original document.

[SIGNATURE PAGE FOLLOWS]

## EXHIBIT M

IN WITNESS WHEREOF, Guarantor has caused this Sublease Guaranty to be executed and delivered as of date first set forth above.

EXHIBIT PAGE  
DO NOT SIGN HERE

\_\_\_\_\_  
[GUARANTOR]

# EXHIBIT M

## EXHIBIT C TO REPP LOA

### REAL ESTATE PROCUREMENT PROGRAM (“REPP”)

### PROJECT MANAGEMENT AGREEMENT

**THIS REPP PROJECT MANAGEMENT AGREEMENT** (this “**Agreement**”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between **QUALITY IS OUR RECIPE, LLC**, a Delaware limited liability company (“**Wendy’s**”), and \_\_\_\_\_  
[**List franchisee entities**] (collectively, “**Franchisee**”).

#### WITNESSETH:

**WHEREAS**, Wendy’s and Franchisee have entered into that *REPP Letter of Agreement* dated as of \_\_\_\_\_, 2019, pursuant to which Franchisee agreed to participate in the REPP with respect to the identification and development of a new Wendy’s branded restaurant to be located at \_\_\_\_\_ and identified as Wendy’s Site # \_\_\_\_\_ (the “**Restaurant**” or “**Restaurant Site**”);

**WHEREAS**, as a material condition of the REPP, Franchisee is required to construct the Restaurant at Franchisee’s sole cost and expense and retain Wendy’s to provide certain project management services with respect to the construction of the Restaurant on the following terms and conditions; and

**WHEREAS**, Wendy’s agrees to provide such services on the terms and conditions contained herein.

**NOW THEREFORE**, in consideration of the payment hereinafter specified to be made by Franchisee, and in consideration of the agreements and mutual covenants of the parties herein contained, the parties hereto hereby agree as follows:

#### **SECTION I. SCOPE OF SERVICES**

1.1 Basic Services. Franchisee hereby hires Wendy’s and Wendy’s hereby agrees that it shall perform the project management services described in Exhibit A attached hereto and incorporated herein (the “**Services**”) with respect to the construction of the Restaurant (the “**Project**”) on the terms and conditions set forth herein. Wendy’s shall perform the Services for the Project in accordance with the schedule set forth by Wendy’s as determined pursuant to this Agreement.

1.2 Additional Service Providers. Franchisee and Wendy’s acknowledge and agree that Franchisee may require the services of others outside of Wendy’s, including, but not limited to architects, space planners, engineers, general contractors, local legal counsel or consultants or permit expeditors, kitchen equipment suppliers and/or other consultants and contractors in connection with the Project (“**Additional Service Providers**”). During the course of the Project, Wendy’s may identify the need for and/or recommend to Franchisee that it retain Additional Service Providers to assist with the Project. At the request of Franchisee, Wendy’s will use its commercially reasonable best efforts to assist Franchisee in identifying possible Additional Service Providers and developing the scope of any engagement; but it is expressly agreed and understood that Wendy’s shall not be responsible or liable for the engagement or actions of any Additional Service Providers, and all Additional Service Providers shall be engaged directly by Franchisee and shall be compensated solely by Franchisee. In the event Franchisee retains any Additional Service Providers in order to achieve Franchisee’s objectives for such Projects, Wendy’s shall maintain a working relationship with such Additional Service Providers in accordance with acceptable industry standards.

# EXHIBIT M

## SECTION 2. WENDY'S DUTIES AND STATUS

2.1 Service Standards. Wendy's shall perform the Services with care, skill, and diligence, in accordance with the standards applicable generally to those performing similar services and in accordance with applicable federal, state and local laws, ordinances and regulations. Wendy's agrees to use good faith efforts to perform all services and obligations required under this Agreement and any other agreements entered into by Franchisee which are managed or administered by Wendy's so that each Project is completed within the time schedule as determined by the mutual agreement of Wendy's and Franchisee (with input from Franchisee's General Contractor and any Additional Service Providers) (the "**Schedule**"). The Schedule will be posted and maintained in Wendy's proprietary project management software "Gateway". Franchisee agrees to cause its General Contractor and any Additional Service Providers to provide regular updates and communication with Wendy's with respect to the Schedule and with respect to all matters whatsoever with respect to the Project.

2.2 Independent Contractor. Wendy's shall assume all duties under this Agreement as an independent contractor; and in no event shall this be considered an agreement of employment, franchise, partnership or agency. Franchisee shall have no control or supervision over the particular manner or method by which Wendy's accomplishes the performance of the Services, such matters being in the exclusive charge and control of Wendy's. Wendy's shall be solely responsible for all wages and benefits owed to its employees, and Franchisee shall have no obligation with respect thereto.

2.3 Construction Manager. Wendy's shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement. Wendy's shall designate an employee of it or any one of its affiliates as the construction manager (the "**Construction Manager**") for the Project, and may reassign such personnel or designate additional personnel, in Wendy's sole discretion, as it deems necessary, to perform the Services for the Project. The Construction Manager shall provide and coordinate all Services through completion of the Project. Upon request, Wendy's will provide to Franchisee, or its designee, a summary of the professional qualifications of the designated Construction Manager.

2.4 Force Majeure. Wendy's obligations hereunder shall be suspended to the extent and for so long as the performance of such obligations are prevented or hindered in whole or in part by reason of strikes, supply shortages, acts of God, federal, state, state, county, or municipal laws, rules, orders, or regulations, or for any other cause which are beyond the reasonable control of Wendy's. When such a suspension occurs, Wendy's shall inform Franchisee; and Wendy's shall resume the performance of its obligations hereunder as soon as is reasonably practicable.

## SECTION 3. COMPENSATION

3.1 Wendy's Fee. Wendy's shall be paid a fee in the amount of Thirty Thousand and no/100 (\$30,000.00) (the "**Project Fee**") for performing the Services for the Project on the terms set forth in Section 3.3 below. The Project Fee is due and payable in advance upon execution of this Agreement.

3.2 Expenses. Notwithstanding the foregoing and the Project Fee set forth above, any out-of-pocket expenses (the "**Reimbursables**") incurred by Wendy's in connection with Project, including but not limited to travel expenses, are excluded from the Project Fee for Project and shall be reimbursed by Franchisee separately within thirty (30) days of Franchisee's receipt of an invoice for such out-of-pocket expenses. Travel expenses shall be charged and managed in accordance with Wendy's current travel policy guidelines, as may be modified from time to time. Franchisee acknowledges that Franchisee has received Wendy's current travel policy.

3.3 Terms of Payment. The Project Fee shall be due and payable prior to or as of the date of this Agreement. Thereafter, Wendy's may elect issue a monthly invoice for any Reimbursables and/or Additional Services and/or any other amounts, if any, due under this Agreement in excess of the Project Fee. Wendy's

## EXHIBIT M

shall issue a final invoice to Franchisee as soon as practicable after the completion of the Project for the balance, if any, of any amounts for such Project that remain unpaid, certifying that the Project has been completed. All invoices shall be due and payable by Franchisee to Wendy's within thirty (30) days of receipt by Franchisee of each Wendy's invoice. All other payments due from one party to the other under this Agreement shall be due and payable thirty (30) days following receipt of written demand therefor. Delinquent payments hereunder shall earn interest from the date due until paid at the lesser of: (i) the rate of one percent (1%) per month (i.e.: 12% per annum) or (ii) the maximum rate permitted by law. Franchisee shall reimburse Franchisor for attorneys' fees and other expenses reasonably incurred by Franchisor related to or arising out of the collection of any late payments.

3.4 Adjustments to Project Fee. If the scope of the Project increases beyond that contemplated in **Exhibit A** or should the completion of the Project be delayed through no fault of Wendy's or should a change be made in the Project which does not increase the scope or duration of the Project but which requires an increase in Wendy's personnel committed to the Project, then the Project Fee for such Project will be increased as is reasonably agreed between the parties.

3.5 Additional Services. If either party determines that any services not included in the Services described in **Exhibit A** are required in connection with the Project ("Additional Services"), such party shall give prompt notice to the other party. If Franchisee desires Wendy's to perform the Additional Services and Wendy's agrees, the parties shall enter into a modification to this Agreement substantially in the form of **Exhibit B** attached hereto and made a part hereof which shall provide for performance by Wendy's of the Additional Services and any increase in the Project Fee for such Project as a result thereof. In no event shall (i) Wendy's be required or authorized to perform any Additional Services, or (ii) the Project Fee be increased in connection with Additional Services, unless the parties have agreed in writing to such Additional Services and any increase in the Project Fee.

### SECTION 4. INDEMNIFICATION

4.1 Wendy's Indemnity. Wendy's shall defend, indemnify and hold harmless Franchisee, its subsidiaries and affiliates and the employees, partners, officers, directors, members, shareholders and agents of each from any and all losses, liabilities, costs and expenses, including without limitation reasonable attorney's fees, reasonable expert witness fees and court costs, arising out of claims by third parties and sustained or incurred by or asserted against Franchisee by reasons of or arising out of Wendy's gross negligence, intentional misconduct or omissions, fraud in connection with this Agreement or any Project or Services or any material breach of this Agreement.

4.2 Franchisee's Indemnity. Franchisee shall defend (with counsel reasonably acceptable to Wendy's), indemnify and hold harmless Wendy's, its subsidiaries and affiliates and the employees, partners, officers, directors, members, shareholders, contractors and agents of each from and against all losses, liabilities, costs and expenses, including without limitation reasonable attorney's fees, reasonable expert witness fees and court costs incurred for any reason and arising out of claims by third parties in connection with this Agreement, any Project or Services, to the extent such claims relate to Wendy's duties or obligations that are within the scope of this Agreement and are in compliance with applicable laws, codes, ordinances, rules and regulations, except to the extent such claims arise out of Wendy's gross negligence, intentional misconduct or omissions, fraud in connection with this Agreement, any Project or Services, or any material breach of this Agreement by Wendy's.

### SECTION 5. INSURANCE

5.1 Wendy's Insurance. During the term of this Agreement, Wendy's shall carry the following insurance, at its own expense:

## EXHIBIT M

- (a) Workers' compensation insurance, to the extent of the statutory limits required by applicable law, and employer's liability insurance in the minimum amount of \$1,000,000, which insurance shall contain a waiver of subrogation against Franchisee, its parent and subsidiaries.
- (b) Commercial General Liability Insurance (Primary and Umbrella/Excess) with limits of not less than Ten Million Dollars (\$10,000,000) per occurrence for bodily injury, personal injury and property damage. Coverages must include the following: blanket contractual liability, products and completed operations, independent contractors and severability of interest. Franchisee shall be named as an additional insured under such insurance.
- (c) Professional liability (errors and omissions) insurance in the amount of not less than \$2,000,000. Such insurance coverage shall be on a claims made basis and shall remain in force for the term of this Agreement and for one (1) year following expiration or termination of this Agreement.

The foregoing policies are collectively referred to as "**Wendy's Policies.**" Wendy's Policies must be maintained with companies having an A.M. Best's rating of A- VII or better. Wendy's shall provide Franchisee with certificates of insurance evidencing Wendy's Policies within fifteen (15) days of the execution of this Agreement.

5.2 Franchisee's Insurance. During the term of this Agreement, Franchisee shall carry the following insurance, at its own expense:

- (a) All-risk property insurance, covering the full replacement cost of the property at which the Projects are performed.
- (b) For Project work, Franchisee will provide (or will cause its general contractor to provide) at its expense builders risk insurance for construction that covers special risk perils including earthquake, flood, fire, and theft of materials stored at or within 1,000 feet of each Project site.
- (c) Commercial general liability insurance (primary and umbrella/excess combined), in limits of not less than \$10,000,000 combined single limit for bodily injury and property damage, including contractual liability coverage.

The foregoing policies are collectively referred to herein as the "**Franchisee Policies.**" Wendy's shall be named as an additional insured under Franchisee's Commercial General Liability Insurance in its capacity as Construction Manager of each Project. Franchisee's Commercial General Liability policy shall be primary and any commercial general liability insurance policy carried by Wendy's shall be non-contributory thereto with respect to any claims arising out of the performance or non-performance of the Services or the condition of the real property which is the site of each Project. Franchisee shall furnish to Wendy's a certificate of insurance evidencing such coverage within fifteen (15) days of the execution of this Agreement. Companies with which the insurance is placed shall have received an A.M. Best's rating of A- VII or better. The insurance certificate shall provide that the insurer will endeavor to give Wendy's not less than thirty (30) days written notice prior to policy cancellation or non-renewal of the applicable insurance. Additionally, to the extent there are additional insurance requirements in Franchisee's other agreements with Wendy's (e.g. franchise agreement, operations manual) above those set forth in this Section 5.2, Franchisee shall obtain and carry such additional insurance.

5.3 Mutual Waiver. All property damage insurance policies required of each of the parties hereunder shall contain appropriate clauses pursuant to which the respective insurance carriers shall waive all rights of subrogation with respect to losses payable under such policies; and each party waives any claims against the other party for any damage to its property.

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### SECTION 6. LIMITATION OF WENDY'S'S SERVICES

6.1 Technical Matters. Wendy's shall assist Franchisee in the evaluation of regulatory requirements related to each Project including zoning ordinances, public facilities requirements, accessibility and other requirements of the jurisdiction in which each Project is located ("Technical Matters"). In addition, Wendy's shall advise and make recommendations to Franchisee as to experts to use for Technical Matters and shall coordinate the work of such experts with that of the other consultants, contractors, suppliers and service providers working on each Project in accordance with Section 1.2 above. Notwithstanding the foregoing, Franchisee acknowledges that Wendy's is not an expert in and is not responsible or liable for Technical Matters, and Franchisee shall rely solely on the judgments of the experts Franchisee hires with respect to such Technical Matters.

6.2 No Guaranties. Franchisee acknowledges and agrees that Wendy's obligation under this Agreement is to use commercially reasonable efforts to cause each Project to be completed in accordance with plans and specifications, budgets and schedules approved by Franchisee, but that Wendy's shall not be deemed to have given any guaranty or warranty that any of the foregoing can be accomplished and notwithstanding anything in this Agreement shall not be liable for the errors, omissions or breaches of contract by any other party providing goods or services to any Project, including the architect and general contractor for any Project. Wendy's, however, shall promptly notify Franchisee when it reasonably anticipates that a Project cannot be constructed in accordance with the plans and specifications, budgets and schedules approved by Franchisee.

### SECTION 7. TERMINATION

7.1 Limited Right to Terminate. In the event of any willful misconduct or gross negligence on the part of Wendy's or in the event of a material default by Wendy's under this Agreement, if such default has not been cured within ten (10) days after written notice to Wendy's, Franchisee shall have the right to terminate this Agreement. Wendy's reserves the right to terminate this Agreement immediately in the event of a material default hereunder or under any Franchise Agreement or Sublease by Franchisee if such default has not been cured within ten (10) days after written notice to Franchisee.

7.2 Payment Upon Termination.

In the event of the early termination of this Agreement for any reason, Wendy's shall be entitled to retain all or a proportionate share of the Project Fee as compensation for all services and Reimbursables and any Additional Services performed up to the Project termination date. Further, Franchisee shall promptly pay to Wendy's any additional amounts accrued through such termination date for any Reimbursables and/or Additional Services and/or any other amounts, if any, due under this Agreement in excess of the Project Fee. Any balance of the Project Fee remaining thereafter shall be applied first as a credit towards any other fees and expenses that Franchisee may then owe Wendy's with respect to any other Project, Wendy's branded restaurant or under any other Franchise Agreement, and, with respect to any balance left over, at the option of Franchisee held towards a future REPP LOA or refunded by check.

### SECTION 8. NOTICES

8.1 Address for Notices. The addresses of Franchisee and Wendy's for service of any notices and reports hereunder shall be respectively as follows:



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Wendy's:

Quality Is Our Recipe, LLC  
One Dave Thomas Blvd.  
Dublin, OH 43017  
Attention: Regional Construction Director

with a copy to:

Quality Is Our Recipe, LLC  
One Dave Thomas Blvd.  
Dublin, OH 43017  
Attention: Legal Department (Real Estate)

Franchisee:

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

with a copy to:

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

8.2 Delivery of Notices. Any notice required or permitted to be given hereunder shall be hand delivered, sent by nationally recognized delivery service, or sent by registered mail, return receipt requested, to Franchisee or Wendy's at its respective address shown above. Any such notice shall be deemed to have been received by the party to whom it is addressed on the date and at the time it is so delivered, or upon refusal of such delivery.

### SECTION 9. MISCELLANEOUS

9.1 Confidentiality. Except as may be required by any governmental entity having jurisdiction over either of the parties, and except as may be necessary to perform services hereunder, each party to this Agreement shall not disclose to any third party any confidential information that either party makes available to the other, including the information relating to each Project or the terms of this Agreement. Each party agrees to limit access to any such information to those employees and representatives reasonably requiring such access for purposes of providing the Services and shall request that its employees and representatives maintain the confidentiality of such information in accordance with the terms hereof.

9.2 Complete Agreement; Amendments. This Agreement and all Exhibits attached hereto, which are incorporated herein by this reference, contain the entire agreement between Franchisee and Wendy's and supersedes and replaces all previous agreements, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may not be changed, modified, amended, or discharged, except by an agreement in writing.

9.3. No Partnership. Nothing contained in this Agreement or in any of the contract documents relating to any Project shall be deemed or construed by the parties hereto or by any third person to create the relationship of partnership or joint venture. Wendy's is entering into this Agreement solely as a contractor for Franchisee and both parties acknowledge that no fiduciary or franchise relationship exists between Franchisee and Wendy's by virtue of this Agreement.

9.4. Publicity and Confidential Information. Wendy's and Franchisee shall not publicize its involvement in the specific work contemplated by this Agreement or supply any person with information concerning this Agreement, any Projects, or without prior written approval of the other party except where necessary to carry out the obligations under this Agreement. Franchisee shall not use or supply to any third person (or shall cause any of its contractors, agents or employees not to use or supply) any information relating to any manufacturing process or any trade secrets of Wendy's which the Franchisee may have acquired in any of the Projects under this Agreement.

9.5 Non-Solicitation of Employees. Franchisee and Wendy's agree not to, without the prior written consent of the other party, directly or indirectly, make any offers, enticements or inducements to cause any employee of the other party (while such employee is employed by such other party and for a period of one (1) year after the

## EXHIBIT M

completion of any Project) to leave the employ of such other party and to enter into employment with the enticing party, including without limitation, engaging such employee as an independent contractor. Notwithstanding the foregoing, such limitation shall not apply to an employee of either party where such employee's employment has been terminated by the original employing party, or where such employee directly approaches the other party without any offer, enticement or inducement from such other party. In the event of a breach of this provision, because the parties acknowledge the difficulty of calculating actual damages in such an event, the breaching party agrees to pay, as liquidated damages and not as a penalty, the sum of \$100,000.00 for each employee hired in violation of this Section 9.5.

9.6 Applicable Law. This Agreement shall be construed under and interpreted in accordance with the internal laws of the State in which the Services are rendered, without giving effect to the principles thereof relating to conflicts of laws.

9.7 Survival. The provisions of Sections 3, 4, 5, 7, 8 and 9 of this Agreement shall survive the expiration or termination of this Agreement.

9.8 Successors and Assigns. Neither party may assign its rights or obligations hereunder except to an affiliate or to any entity which acquires all or substantially all of the assets and business of either party. Except as set forth in the immediately preceding sentence, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

9.9 Limitation on Liability. Notwithstanding anything else contained in this Agreement herein to the contrary, each party shall look solely to the assets of the other party for satisfaction of any liabilities or obligations relating to this engagement, and no officer, director, employee, partner, affiliate, shareholder or agent of either party shall be personally responsible for any such liabilities or obligations. In addition, each party waives any claims for punitive, consequential, speculative or exemplary damages that may or may not arise out of this Agreement, including, without limitation, lost revenue or profit, even if a party has knowledge of the possibility of such damages; and, in no event shall Wendy's liability to Franchisee with respect to each Project exceed the annual fees paid, or if such liability should be covered by the insurance required to be carried by Wendy's as set forth in this Agreement, the limits of insurance set forth in this Agreement for the applicable insurance policy.

9.10 Litigation Expenses. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorneys' fees and court costs, from the other party.

9.11 Taxes. The Project Fees and any other fees or charges to Franchisee pursuant to this Agreement are exclusive of any applicable taxes, including, without limitation, sales, use, excise, value-added or ad valorem taxes (collectively, "**Taxes**"). Franchisee shall be directly responsible for determining whether Taxes apply to any transactions arising pursuant to this Agreement and to whom such Taxes are properly payable and shall bear full liability for such Taxes. Any Taxes for which Wendy's is legally obligated to collect from Franchisee with respect to transactions arising pursuant to this Agreement will be separately stated on the applicable invoice provided by Wendy's to Franchisee and shall be due and payable by Franchisee to Wendy's absent receipt of evidence from Franchisee validating Franchisee's exemption from such Taxes. Franchisee shall bear full responsibility for any tax, interest or penalties imposed by any taxing authority as a result of Franchisee's failure to timely or completely pay Taxes, to Wendy's or the appropriate taxing authority, on any transactions arising pursuant to this Agreement.

9.12 Rules of Interpretation. The headings set forth herein are for the convenience of the parties only and shall not be used to interpret the meaning of this Agreement. Each party agrees that it has been represented by counsel and has participated in the negotiation of this Agreement, and this Agreement shall not be construed against either party on the theory that such party drafted this Agreement. In the event any provision of this

## EXHIBIT M

Agreement shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected thereby.

9.13 Term; Increases. This Agreement shall remain in full force and effect until the completion of the Project. In the event that the Project becomes dormant for more than one (1) year, this Agreement shall, at the option of Franchisor, be terminable or subject to revision with respect to the applicable Project Fee if and when such Project is revived.

With respect to the extension of this Agreement to additional Projects (if any), this Agreement shall be valid for a period of three (3) years from and after the Expiration Date and the Project Fees as set forth in herein are subject to annual review and adjustment by Franchisor, and may be revised from time-to-time, and without advance prior written notice to Franchisee, but will be disclosed to Franchisee in advance of the execution of any subsequent Agreements or "Project Authorizations". For clarity, upon the execution of any such additional Agreements or Project Authorization, the Project Fee shall remain fixed with respect to such Project only.

9.14 Authority; Execution.

The undersigned, signing on behalf of Franchisee, represents, warrants and agrees that (s)he is specifically authorized to sign and deliver this Agreement on behalf of all persons, corporations, partnerships, and other legal entities constituting the named "franchisees"/"franchise owners" under the Franchise Agreements and that this Agreement constitutes a valid and binding legal obligation of all such named franchisees/franchise owners of the Franchise Agreements.

This Agreement may be executed and exchanged by facsimile or electronic mail transmission and the facsimile or electronic mail copies of each party's respective signature will be binding as if the same were an original signature. This Agreement may also be executed through the use of electronic signatures, which each party acknowledges is a lawful means of obtaining signatures in the United States. Each party agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. Each party further agrees that its use of a key pad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgment, consent terms, disclosures or conditions constitutes its signature, acceptance and agreement as if actually signed by such party in writing.

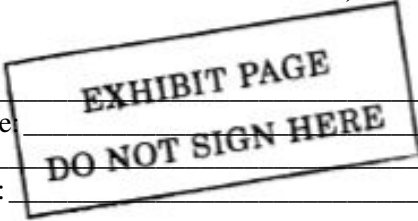
# EXHIBIT M

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

## WENDY'S

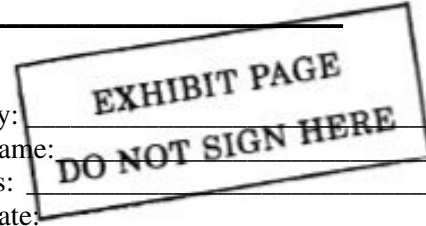
**QUALITY IS OUR RECIPE, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



## FRANCHISEE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



# **EXHIBIT M**

## **EXHIBIT A TO REPP PMA**

### **PROJECT MANAGEMENT SERVICES SCOPE OF WORK**

Wendy's is engaged to serve as a Construction Manager for the Franchisee and shall perform the Basic Services described in this Exhibit. It is not required that the services be performed in the order in which they are described. The project management services listed below facilitate the planning, permitting, bidding, and remodel or new build construction of a Wendy's restaurant; however, the list is not exhaustive.

**The Contract:** The Contract is the agreement between the Franchisee and the General Contractor (sometimes hereinafter referred to as "GC") for the performance of the Remodel or New Build in accordance with the Contract Documents (the "**Contract Documents**", a schedule of and copies of each will be provided to the Construction Manager and attached hereto). Modifications to the Contract must be made in accordance with the Contract Documents. The Contract Documents do not and shall not be construed to create any relationship, contractual or otherwise, between the Franchisee and any Subcontractor, Sub-subcontractor or Materialmen.

**Duties and Responsibilities:** The Construction Manager shall represent the Franchisee with regard to the Contract and with regard to activities at the construction site. All communications to the General Contractor shall be through the Construction Manager. The Construction Manager is not responsible for the acts or omissions of the General Contractor nor is the Construction Manager responsible for construction means, methods, techniques, sequences, procedures or safety precautions at the site. The Construction Manager shall have access to the site of the Project at all times.

**Interpretations:** Upon request by the General Contractor, the Construction Manager shall render written interpretations of the Contract Documents and shall, in the first instance, be the judge of the performance thereunder by the General Contractor. The Construction Manager shall promptly answer all written questions with regard to the meaning of the Contract Documents and with regard to the performance thereof by the General Contractor. All such questions shall be answered in writing by the Construction Manager. No oral interpretation shall be binding on the Franchisee.

#### **A. Design Phase**

1. Project Schedule. The Construction Manager ("CM") shall prepare a preliminary Project schedule including the following phases: due diligence, design, approval, entitlements, permitting, bidding, construction, and restaurant re-open / open date. The CM is responsible for maintaining a current schedule and updating the milestones in Gateway on at least a weekly basis.
2. Site Investigation Report ("SIR"). The CM shall be responsible to have an SIR completed. This will be outsourced to a selected Architect or Civil Engineer.
3. Architect / Civil Engineer Selection. The CM shall assist the Franchisee in identifying potential qualified architectural and engineering firms in addition to the firms qualified and engaged in Wendy's current program.
4. Architect / Engineer Orientation. The CM shall conduct an Architect / Engineer orientation session during which the Architect and Engineer will receive information regarding architectural standards, image, program information, project scope, schedule, budget, Gateway, and administrative requirements.
5. Architect / Civil Engineer Project Proposals. The CM shall solicit and evaluate proposals from Architects and Civil Engineers upon release from the Franchisee. The CM shall review the proposals for adherence to the project schedule and project budget for design services. The CM will obtain approval and execution of the architect's proposal by the Franchisee.

## EXHIBIT M

6. Project and Construction Budget: The CM shall prepare a preliminary cost estimate for the project based on the Franchisee's input. The CM shall submit the budget to the Franchisee for review and approval the Preliminary Budget Disclosure and Franchisee Approval, as shown in the form of **Exhibit C** attached hereto and made a part hereof.
7. Design Phase: At the start of the design phase, the CM will schedule a Design meeting including the Architect, and as needed the Franchisee. The CM shall review the design schedule, budget, and design intent to complete the project with the Project Schedule. The CM shall monitor the architect's progress with the Project Schedule. Using Gateway, the CM shall coordinate and expedite the flow of information between the Franchisee, the Architect, and others, as necessary.
8. Landlord Approval / Third Party Investigation / approval: The Franchisee is responsible for investigating and contracting landlord or any other required and/or regulatory Third Parties to obtain approvals of the project. All due diligence will be performed by Franchisee and reviewed by Franchisee and/or Franchisee's counsel.
9. Progress Meetings. The CM shall conduct weekly meetings or more frequently, as required, attended by the Architect and Franchisee, as appropriate. Such meetings shall serve as a forum for the exchange of information concerning the Project and the review of design progress.
10. Plan Review: The CM shall review the Architect's preliminary site plan, floor plan, demolition and building interior and exterior elevations to ensure they are in keeping with Wendy's image standards, design intent, while reflecting the reasonable ability to remain within budget and obtain governmental approval for entitlements and building permits. The CM will coordinate with the Wendy's Manager of Design to obtain an official approval of the seating plan, and elevations.
11. Image Approval: The CM shall obtain approval from Wendy's management prior to the Architect or CM agreeing to deviations desired by local agencies or Franchisee from prototype standards or image standards. The CM shall coordinate with Wendy's management and the Architect to develop various cost-effective alternatives.
12. Approvals by Regulatory Agencies: Upon project funding by the Franchisee and issuance of a contract to the Architect from the Franchisee, the CM shall coordinate with the Architect to have the necessary documents transmitted to the regulatory agencies for entitlements and regulatory reviews. The CM shall advise the Franchisee of potential problems resulting from such reviews and suggested solutions to obtain the required entitlements and reviews.
13. Utility Account Application / Disconnection / Engineering Design. The CM shall make, on behalf of the Franchisee, the application for new utility services (water, sewer, electricity, storm sewer, telephone, etc.) or disconnection for a scrape and rebuild project in coordination with the Architect and Engineer.
14. Impact Fees: The CM shall analyze and make strategic recommendations in conjunction with the Architect and Engineer on the use of outside consultants and services to minimize or eliminate Impact Fees including but not limited to Traffic Impact Fees, Development Fees, or other fees imposed by government agencies linked to the Project. The Franchisee is responsible for any and all Impact fees, tap fees, or other development charge.
15. Building Permits / Sign Permits: The CM shall commence and monitor the building permit process with architectural firm or a permit expeditor. The CM shall commence and monitor the sign permit process with the sign company. Provide documentation of any required image deviation required by local municipality to the Franchisee and Wendy's management for review and approval. CM and/or architect responsible to attend municipality meetings/hearings, as required.

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### B. Construction Phase

1. Construction Drawings: The CM shall provide a cursory review and provide comments regarding draft construction documents prepared by architect and engineer. The CM shall conduct a meeting with the architect, engineer, and the Franchisee to review the construction drawings for accessibility, image, coordination between civil and architectural drawings, coordination between owner supplied equipment and architectural and engineering drawings.
2. Project Cost Estimate. The CM shall prepare a Final Budget. This section recognizes that the CM will perform in accordance with the standard of care established in this agreement and that the CM has no control over the costs of labor, materials, equipment, or services furnished by others. If the budget figure is exceeded, the Franchisee will give written consent to increasing the budget, or authorize negotiations or rebidding the Project within a reasonable period of time or cooperate with the CM and Architect to revise the Project's general scope, extent, or character in keeping with the Project's design requirements and sound design practices, or modify the Project's design appropriately.
3. Project and Construction Budget Revision. The CM shall make recommendations to the Franchisee concerning revisions to the Project and Construction budget that may result from the proposed design changes.
4. Bidder's Interest Notification: The CM shall conduct a telephone and electronic campaign to attempt to increase interest among qualified bidders approved by Wendy's. The CM will make best faith efforts to include a minimum of four (4) bidders on each bid event to achieve three (3) competitive bids on each Project. Negotiated, single sourcing is not permitted.
5. Bid Documents: The CM shall expedite the delivery of Bid Documents to the pre-approved bidders. The CM shall update the standard bid documents and post them on Gateway in the appropriate folder along with the final and approved set of Construction Documents (sometimes hereinafter referred to as "CD") from the Architect. The CM is responsible for ensuring the CD set is coordinated with owner supplied equipment and reflects the most recent design changes along the required modifications agreed to obtain entitlements and building permits.
6. Pre-Bid Conference: The CM, or other engineering personnel designated by Wendy's, shall conduct a pre-bid conference with all potential bidders the Architect, and the Franchisee. These conferences shall be forums for the CM or CM's designee, Architect, and the Franchisee, as appropriate, to explain the project requirements to the bidders including information concerning schedule requirements, time and cost control requirements, access requirements, contractor interfaces, administrative requirements, and other technical information. The CM is responsible for coordinating the pre-bid meeting with the Franchise Operations team to minimize disruption to the restaurant. The CM is responsible for notifying and enforcing that the Contractors and their subcontractors are not allowed access to the restaurant for review and inspection of the building at any time except the Pre-Bid Conference.
7. Bidders Request for Information. The CM shall coordinate the response to RFI's with the Architect. All responses shall take the form of a bid clarification addendum issued by the CM. The CM is responsible for determining if an architect bulletin is required to respond to the RFI.
8. Design Bulletin: The CM shall receive from the Architect a copy of all proposed Design bulletins. The CM shall review the bulletins for constructability, for effect on the Project and Construction Budget, scheduling, construction time impacts, and for consistency with the related provisions as documented in the Bid Documents. The CM is responsible for communicating any design change bulletins issued by the architect during the bidding process using Gateway. The CM is empowered

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to delay a design change bulletin recommended by the architect and incorporating the change as a Change Order after the bids are received.

9. Bid Opening and Recommendations: The CM shall use Gateway to receive and open sealed bids for the GC. The CM shall evaluate the bids for responsiveness and price. The CM shall make recommendations to the Franchisee concerning the acceptance or rejection of individual or all bids.
10. Bid Leveling – Bid Qualification: The CM shall conduct a detailed review of the bids to qualify them and determine that all applicable scope is included. The CM shall not negotiate the bids but identify scope issues that may have been missed or identified by individual bidders.
11. General Contractor Notification: The CM shall notify the unsuccessful bidders through Gateway notifications upon direction by the Franchisee that the Project is fully approved. The CM shall notify the winning bidder that they may be awarded the project upon providing the required proof of insurance, the necessary bonds if required, execution of the contract, and completion of other required administrative items.
12. Construction Contracts: The CM shall assist the Franchisee with the required General Contractor and Project information to have the construction contract prepared. The CM is responsible for ensuring that no work is commenced at the site without a fully executed Construction Contract and official release from the Franchisee.
13. Notices of Commencement: The General Contractor is responsible for preparing the Notice of Commencement documents, where required by a state.
14. Purchase Order – Construction Contract – Owner Supplied Materials. Upon full funding approval of the project and construction contract execution by the Franchisee, the CM shall coordinate with the Franchisee to have Purchase Order issued to the Contractor for the construction contract. The CM and CM support team is responsible for assembling all quotes and coordinating with the Franchisee administrative team to issue the PO's for any and all contractual obligations.
15. Pre-Construction Meeting: The CM shall conduct a Pre-Construction meeting with the Contractor, Architect, and the Franchisee team during which the CM shall review the Project scope, schedule, reporting procedures, and other requirements for performance of the Work.
16. Permits, Bonds, and Insurance: The CM shall make commercially reasonable effort to verify that the General Contractor has provided evidence that required permits, bonds, and insurance have been obtained and posted to Gateway. Such action by the CM does not relieve the General Contractor or Franchisee of its responsibility to comply with the provisions of the Contract Documents.
17. On-Site Management and Construction Phase Communication Procedures: The CM shall establish and implement coordination and communication procedures between the General Contractor, Architect and the Franchisee including weekly meetings, weekly photograph uploading to Gateway, and construction site inspections. The CM is not expected to be on-site on a daily or weekly basis. CM will rely on GC superintendent to be on site daily and report to CM. Nothing in this Section 16 shall imply how often the CM is required to be on site.
18. Contract Administration Procedures: The CM shall establish and implement procedures, for reviewing and processing requests for information (RFI); interpretations of the Contract Documents; shop drawings, samples and other submittals; contract schedule adjustments; change order proposals; written proposals for substitutions; payment applications; and maintenance of logs. The CM shall be the party to whom all such information shall be submitted.



## EXHIBIT M

19. Review of Requests for Information, Shop Drawings, Samples, and Other Submittals: The CM shall examine the General Contractor's requests for information, shop drawings, samples, and other submittals, and Architect's reply other action concerning them, to determine the anticipated effect on compliance with the Project requirements, the Project and Construction Budget, and the Project Schedule. The CM shall forward to the Architect for review, approval, or rejects, as appropriate, the request for clarification or interpretation, shop drawings, sample, or other submittal, along with the CM's comments. The CM's comments shall relate to design, image considerations in addition to cost, scheduling and time of construction, and clarity, consistency, and coordination in documentation.
20. Utility Service / Coordination: The CM shall assist the Franchisee in coordinating the utility disconnection and connection with the Contractor and applicable utility service providers, including but not limited to, water, sewer, electricity, storm sewer, telephone and other utilities as identified in the Construction Plans. Franchisee responsible to approve/execute any utility easements.
21. Minor Variations in the Work: The CM may authorize minor variations in the Work from the requirements of the Contract Documents that do not involve an adjustment in the Contract price or time and which are consistent with the design intent and the overall intent of the Contract Documents. The CM shall provide to the Architect copies of such authorizations.
22. Change Orders: All proposed Change Orders initiated changes shall be described in detail by the GC. The request shall be accompanied by drawings and specifications prepared by the Architect. In response to the change request proposal the General Contractor shall submit to the CM for evaluation detailed information concerning the price and time adjustments, if any, as may be necessary to perform the proposed work. The CM shall review the General Contractor's proposal, shall discuss the proposed change order with the Contractor, endeavor to minimize any impact to the Project Budget or Schedule, and determine the Contractor's basis for the price and time proposed to perform the changed Work prior to seeking approval from the Franchisee. Notwithstanding the foregoing, Franchisee hereby grants CM the right to approve Change Orders of up to \$5,000 (but no more than \$10,000 in the aggregate) without Franchisee prior approval. Thereinafter, all Change Orders will require Franchisee approval.
23. Contractor Initiated Change Orders: The CM shall review the contents of all General Contractor requested changes to the Contract time or price, endeavor to determine cause of the request, and assemble and evaluate information concerning the request. The CM shall provide to the Franchisee and Architect a copy of each change request, and the CM shall in its evaluations of the General Contractor's request consider the Franchisee and Architect's comments regarding the proposed changes.
24. Change Order Recommendations: The CM shall make recommendations to the Franchisee regarding all proposed change orders. Prior to issuance of a change order, the CM shall determine and advise the Franchisee as to the effect on the Project Schedule or Project budget. As directed, the CM shall prepare and issue to the Contractor appropriate change order documents. The CM shall provide to the Architect copies of all approved change orders. No Change Order work is to proceed until there is written authorization / approval from the Franchisee to the CM and the General Contractor.
25. Subsurface and Physical Conditions: Whenever the General Contractor notifies the CM that a surface or subsurface condition at or contiguous to the site is encountered that differs from what the General Contractor is entitled to rely upon or from what is indicated or referred to in the Contract Documents, or that may require a change in the Contract Documents, the CM shall notify the Architect or Engineer. The CM shall receive from the Architect or Engineer and transmit to the General Contractor all information necessary to specify any design changes required to be

## EXHIBIT M

responsive to the differing or changed condition and, if necessary, shall prepare a change order for the Franchisee review and approval as indicated in paragraph 24.

26. Quality Reviews: The CM shall monitor the quality of the Work. Communication between the CM and the General Contractor with regard to quality review shall not be in any way to be construed as binding the CM or Franchisee or releasing the General Contractor from performing in accordance with the terms of the Contract Documents. No action taken by the CM shall relieve the General Contractor from its obligation to perform the Work in strict conformity with requirements of the Contract Documents, and in strict conformity with all other applicable laws, rules, and regulations.
27. Contractor Safety Program: The CM shall not be responsible for any General Contractor's implementation of or compliance with its safety programs, or for initiating, maintaining, monitoring, or supervising the implementation of such program. The CM shall not be responsible for the adequacy or completeness of any Contractor's safety programs, procedures, or precautions.
28. Dispute between General Contractor and the Franchisee: In consultation and coordination with the Architect, the CM shall render to the Franchisee in writing, within a reasonable time, decisions concerning disputes between the General Contractor and Franchisee relating to acceptability of the Work, or the interpretations of the requirements of the Contract Documents pertaining to the furnishing and performing of the Work.
29. Operation and Maintenance Materials: The CM shall receive from the General Contractor operation and maintenance manuals, warranties and guarantees for materials installed in the Project. The CM shall ensure that one copy of each of the manuals are stored at the site at Restaurant Opening / Re-Opening.
30. Accessibility Review / Certification: The CM shall coordinate the accessibility survey of the completed work using a Wendy's approved form, Architect, or an authorized Accessibility Consultant. The CM shall notify the Architect, Engineer, and Contractor of any noted issues and develop a plan to immediately resolve the potential accessibility issue in coordination with the Franchisee.
31. Progress Payments / Draw Payments: The CM shall review draft payment applications submitted by the General Contractor and determine whether the amount requested reflects the progress of the General Contractor's work and is in keeping with the Contract documents and other Franchise forms. The CM shall advise the General Contractor to make any necessary adjustments and review the formal payment application for proper format, the required lien waivers, contractor's sworn statement and other required attachments. The CM shall submit a properly formatted payment application to the Franchisee for processing and payment.
32. Occupancy Permit / Health Department Permits: The CM shall assist the Franchisee obtain an occupancy permit, health department, and other permits necessary to commence operations on the Restaurant Open / Re-Open date by coordinating final testing, preparing and submitting documentation to governmental agencies, and accompanying governmental officials during inspections of the Project. The CM coordinates activities between the Franchise operation team and the Contractor for a smooth turnover of the completed Project.
33. Final General Contractor Retention Payment: The CM shall endeavor to close out the construction contract with the General Contractor within 90 calendar days of Restaurant Opening / Re-Opening. Final punch list walk through will be conducted and retention dollars will not be released until all items are complete.

## **EXHIBIT M**

34. One Year Warranty: A one (1) year warranty walk through will be conducted by the CM, Franchisee and General Contractor. The CM will work with the General Contractor to address any issues/concerns.

### **Schedule A – Contract Documents**

[List of and copies of all construction agreements between Franchisee and General Contractor to be attached]

**EXHIBIT M**  
**EXHIBIT B (TO REPP PMA)**

**ADDITIONAL SERVICES AMENDMENT**

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This Additional Services Amendment (“Amendment”) is entered into as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **QUALITY IS OUR RECIPE, LLC** (“Wendy’s”), and \_\_\_\_\_ (“Franchisees”).

WITNESSETH:

**WHEREAS**, Franchisees and Wendy’s entered into a Project Management Agreement (the “**Agreement**”), dated as of \_\_\_\_\_, 201\_\_\_, pursuant to which Wendy’s agreed to provide certain project management services with respect to \_\_\_\_\_ (the “**Project**”); and

**WHEREAS**, Franchisees desire to have Wendy’s provide certain other services with respect to the Project which Wendy’s is willing to do on the following terms and conditions.

**NOW THEREFORE**, in consideration of the payment hereinafter specified to be made by Franchisee, and in consideration of the agreements and mutual covenants of the parties herein contained, the parties hereto hereby agree as follows:

1. Wendy’s agrees to provide the additional services (the “**Additional Services**”) described below:

[to be described]

2. In consideration for the Additional Services, Franchisees agrees to pay Wendy’s the compensation set forth below:

[to be described]

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

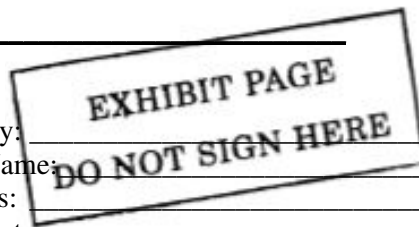
**WENDY’S**

**QUALITY IS OUR RECIPE, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**FRANCHISEES**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



## EXHIBIT M

### EXHIBIT C (TO REPP PMA)

#### PRELIMINARY BUDGET DISCLOSURE AND FRANCHISEE APPROVAL

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Project Location: *[Project address]*

Project type: Project Management Agreement (REPP)

Franchisees: *[Franchisees names]*

Project Management Agreement dated *[xxx xx, 202\_]* (“**Agreement**”)

Franchisees and Quality Is Our Recipe, LLC (“**Wendy’s**”) entered into the above-referenced *Agreement* and such other related agreements, which may include, but are not limited to a franchise agreement, letter agreements, lease agreement or sublease agreement (collectively, the “**Related Agreements**”), pursuant to which Wendy’s agreed to provide certain project management services with respect to the “**Project**”. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Related Agreements.

The Construction Manager has prepared the attached preliminary cost estimate (the “**Preliminary Budget**”) for the Project in accordance with the Related Agreements. Franchisees acknowledge that the Preliminary Budget is an estimate only, and that neither Wendy’s nor the Construction Manager has control over the actual final costs of labor, materials, equipment, or services furnished by others. Franchisees expressly acknowledge and agree that Wendy’s shall not be liable for any errors or omissions in developing the Preliminary Budget and acknowledge that any construction and/or construction management project involves substantial complexity, uncertainty, and risk and that the Final Budget may differ materially from this Preliminary Budget. There is no assurance or guarantee as to the actual costs you will incur when building a restaurant, and Wendy’s makes no representation of any kind in that regard.

As further provided in the Agreement, if the Final Budget materially exceeds the Preliminary Budget figure, Wendy’s will give Franchisees written notice as soon as practicable, and where required under the Related Agreements or as may be required under Franchisee’s direct contracts with its general contractor, Franchisees shall give their prior written consent or authorization to the Final Budget or execute required change order(s) or provide direction to Wendy’s to act on its behalf to renegotiate or rebid the Project within a reasonable period of time or cooperate with the Construction Manager, General Contractor and/or Architect to revise the Project’s general scope, extent, or character in keeping with the Project’s design requirements and sound design practices, or modify the Project’s design appropriately. Please reference the Related Agreements for all further terms and conditions, representations and agreements as they relate to the Project.

Franchisees acknowledge and agree that neither Wendy’s nor the Construction Manager has provided, or is authorized to provide, Franchisees with financial or legal advice, and that Franchisees have consulted with their own professional advisors and completed an independent assessment in electing to proceed with the Project and approving this Preliminary Budget. Franchisees further acknowledge and understand that any disapproval of the Preliminary Budget or Final Budget does NOT act to waive, amend, terminate or otherwise reduce their obligations under any of the Related Agreements, including the obligations to construct the Project by the required dates.

## EXHIBIT M

The undersigned represents, warrants and agrees that: (i) he or she is a named "Franchisee" or an officer of a named "Franchisee" under the Agreement; (ii) he or she is specifically authorized to sign and deliver this document on behalf of all persons, corporations, partnerships, and other legal entities constituting the named "Franchisee(s)" under the Agreement; and (iii) this document constitutes a valid, binding and irrevocable acknowledgement and approval of all such named "Franchisee(s)".

Please

\_\_\_\_\_ as authorized  
"Franchisee"

Print name

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



## EXHIBIT N



Writer's Direct Address:  
One Dave Thomas Blvd.  
Dublin, OH 43017

Direct Dial No. (614) 764-3265  
Megan.Roberts@wendys.com

\_\_\_\_\_, 2021

[Franchisee]

RE: Build-to-Suit Letter of Agreement between Wendy's Properties, LLC ("**Wendy's**") and \_\_\_\_\_ (collectively, the "**Franchisee**") for the development and construction of a new Wendy's Restaurant to be located at \_\_\_\_\_ (the "**Restaurant**")

### **BUILD-TO-SUIT** **LETTER OF AGREEMENT**

Dear Franchisee:

This *Build-to-Suit Letter of Agreement* (this "**BtS Agreement**") sets forth the agreement between Wendy's and Franchisee in connection with Franchisee's election to participate in Wendy's build-to-suit program, pursuant to which Wendy's will develop and construct the Restaurant and lease or sublease the same to Franchisee.

In consideration of the covenants and agreements contained in this BtS Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Wendy's and Franchisee hereby agree as follows:

1. Wendy's, acting in reliance of Franchisee commitment under this BtS Agreement, is willing to undertake the development and construction of one (1) Restaurant. Per this BtS Agreement, Wendy's will do or cause to be done, in Wendy's commercially reasonable discretion, such things as may be necessary to complete the development and construction of the Restaurant, such as: (i) entering into a ground lease (the "**Prime Lease**") for the proposed location and conducting all feasibility reviews for title, survey, soils, and environmental issues and resolving the same to Wendy's satisfaction; (ii) obtaining all required permits, approvals, and other items necessary to commence construction of the Restaurant; (iii) constructing the Restaurant building and related improvements, and equipping the Restaurant with furniture, fixtures, equipment, signage, point-of-sale system, and other restaurant technology (the "**Equipment**"), which Equipment will be purchased directly by Franchisee, all in accordance with Wendy's then-current design plans, specifications, and standards; and (iv) delivering the Restaurant to Franchisee in a condition suitable for Franchisee's operation of the Restaurant in accordance with Wendy's then-current franchise agreement and a Build-to-Suit Sublease Agreement to be entered into by Wendy's and Franchisee. The services described (i) through (iv) above will be performed by Wendy's in a commercially reasonable manner and are referred to as the "**Real Estate Procurement Services**" and the "**Real Estate Development Services**".
-

## EXHIBIT N

\_\_\_\_\_, 2021  
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2. **Real Estate Procurement Services.** Subject to the terms of this BtS Agreement, Franchisee desires and Wendy's accepts and agrees that Wendy's will perform the **Real Estate Procurement Services**, which include Real Estate Services and Transaction Services:
  - A. **"Real Estate Services"** will be provided by the **"Real Estate Services Team"** which will include Wendy's employees designated by Wendy's, including, but not limited to a Real Estate Director who shall directly oversee all Real Estate Services, and/or may also include advisors engaged directly by Wendy's and selected by Wendy's in its sole and absolute discretion. The Real Estate Services may include, but are not limited to, the following:
    - (i) Identifying and touring quality site(s) and obtaining Franchisee's approval;
    - (ii) Negotiating with a third-party landlord or seller and their respective brokers or agents to develop key deal points (subject to Franchisee's commercially reasonable approval) and entering into a non-binding letter of intent subject to usual and customary contingencies and approvals;
    - (iii) Coordinating with Wendy's Construction Department to develop preliminary site plans and proposed building designs;
    - (iv) Ordering a site investigation report ("**SIR**") and developing a preliminary budget with Wendy's Construction Department and Finance Department;
    - (v) Managing Wendy's internal approval processes, including creating a deal summary and presentation package for consideration by Wendy's Executive Capital Committee ("**CAPCOM**") and presenting the proposed opportunity to CAPCOM for its approval;
    - (vi) After CAPCOM approval, engaging Wendy's Transaction Services Team (defined below) to commence Transaction Services for the Restaurant;
    - (vii) Collaborating with the Transaction Service Team and supporting lease negotiation and relationship with landlord or seller and brokers or agents through to lease or purchase agreement execution;
    - (viii) Facilitating the administration of the services by the Transaction Services Team and the Real Estate Development Services by Wendy's Construction Manager, including, but not limited to: supervising the feasibility reviews for title, survey, soils and environmental; managing the permitting and final approvals processes; obtaining final budget approvals from CAPCOM; tracking the waiver and satisfaction of lease or purchase agreement contingencies; and tracking completion of the construction of the Restaurant until the opening of the Restaurant; and billing and collecting payments due from Franchisee and/or landlord or seller; and
    - (ix) Managing the ongoing lease relationship with landlord and Franchisee.
  - B. **"Transaction Services"** will be provided by the **"Transaction Services Team"** which may include members of the Real Estate Services team, and additional Wendy's legal, portfolio management, and other employees designated by Wendy's and/or may also include advisors engaged directly by Wendy's (e.g., outside legal counsel selected by Wendy's in its sole and absolute discretion). The Transaction Services may include, but are not limited to, the following:



## EXHIBIT N

- (i) Preparation of this BtS Agreement and related legal documentation including the *General Release of All Claims*;
- (ii) Reviewing the letter of intent and consultation with Real Estate Services team regarding any open issues and presentation to CAPCOM;
- (iii) Following CAPCOM approval, managing the legal documentation needs related to the Real Estate Development Services by Wendy's Construction Manager;
- (iv) Drafting and negotiating the prime lease or purchase agreement with landlord or seller and working with the Real Estate Services team to resolve deal points through execution of agreement;
- (v) Preparing the Sublease Agreement and Sublease Guaranty, and requesting the preparation of Wendy's *Unit Franchise Agreement* ("**Franchise Agreement**") by Quality is Our Recipe, LLC ("**Franchisor**"), and collecting sums due from Franchisee under such agreements; and
- (vi) Ordering all feasibility reviews and resolving the same to Wendy's satisfaction for title, survey, soils and environmental issues (the "**Due Diligence Materials**"); tracking and extending the permitting and final approvals periods as necessary; confirming the waiver of lease or purchase agreement contingencies; and tracking completion until the opening of the Restaurant site and documenting rent commencement dates and preparing and recording (where appropriate) a memorandum of lease; and collection of any landlord or seller inducements and delivery of title insurance policy.

"Real Estate Services" and/or "Transaction Services" do not include the following "Exclusions": Franchisee's own legal fees; costs and expenses due and payable by the Franchisee related to the purchase and installation of the Equipment; the Reimbursables (defined below), any costs and expenses incurred by Franchisee for any financing or any due diligence materials and reviews by its lender. All fees and costs related to the any such issues are not included in the fees described in Sections 3, 4, and 5 below and shall be paid by directly Franchisee when due (or as a reimbursement to Franchisor). *Note: For purposes of the BtS program, Franchisor shall be directly responsible for all vendor costs associated with the Due Diligence Materials.*

Further, neither the Real Estate Procurement Services (including the associated Real Estate Services and Transaction Services) nor the Real Estate Development Services may be deemed or construed as being legal services or legal advice to Franchisee. Franchisee acknowledges and agrees that Wendy's strongly recommends that Franchisee retains their own legal counsel to provide legal assistance in connection with this BtS Agreement and all agreements referenced in this BtS Agreement and with respect to its development of the Restaurant site and their associated business to own and operate the Restaurant under the Franchise Agreement.

3. As consideration for the Real Estate Procurement Services provided by Wendy's under this BtS Agreement, Franchisee acknowledges and agrees as follows:
  - A. Upon execution of this BtS Agreement, Franchisee shall remit to Wendy's (i) a "**Real Estate Services Fee**" of **\$12,500.00** (plus applicable sales taxes) and (ii) a "**Transaction Services Fee**" of **\$17,500.00** (plus applicable sales taxes);
  - B. The Real Estate Services Fee shall be deemed fully earned and non-refundable upon payment by Franchisee to Wendy's. The Transaction Services Fee shall be refundable until

## EXHIBIT N

the date of CAPCOM initial approval (less any actual costs and expenses incurred by Wendy's for outside legal counsel or other Additional Service Providers if requested by or authorized by Franchisee prior to CAPCOM initial approval); and

- C. Franchisee shall execute and deliver to Wendy's the *General Release of All Claims* in the form attached hereto and made a part hereof as **Exhibit A**.
4. **Real Estate Development Services.** Upon receiving CAPCOM approval of the proposed terms for the acquisition of the Restaurant Site, Wendy's shall commence with the **Real Estate Development Services**. In consideration of Wendy's agreement to move forward with such Real Estate Development Services, Franchisee shall pay to Wendy's (i) a non-refundable, non-applicable "**Project Fee**" of **\$40,000.00** (plus applicable sales taxes) as consideration for the Real Estate Development Services to be provided by Wendy's under this BtS Agreement.
- A. **Services.** The Real Estate Development Services as funded by the Project Fee, include, generally Wendy's costs and expenses of providing certain project management services (the "**Services**") with respect to the construction of the Restaurant. In performing its Services, Wendy's will provide sufficient organization, personnel, and management to carry out the requirements of this BtS Agreement. Wendy's will designate a Wendy's employee to act as the construction manager (the "**Construction Manager**") for the Project, and may reassign such personnel or designate additional personnel, in Wendy's sole and absolute discretion, to perform the Services for the Project. The Construction Manager will provide and coordinate all Services through completion of the Project. Further, Wendy's may elect to retain architects, space planners, engineers, general contractors, local legal counsel or consultants or permit expeditors, kitchen equipment suppliers and/or other consultants and contractors in connection with the Project ("**Additional Service Providers**") selected by Wendy's in its sole and absolute discretion. Wendy's will perform the Services with care, skill, and diligence, in accordance with the standards applicable generally to those performing similar services and in accordance with applicable federal, state, and local laws, ordinances and regulations. Wendy's agrees to use commercially reasonable, good faith efforts to perform the Services so that the Project is completed within the time schedule as determined by the mutual agreement of Wendy's and Franchisee with input from Wendy's Additional Service Providers (the "**Project Schedule**").
- B. **Expenses.** Notwithstanding the foregoing and the Project Fee set forth above, any out-of-pocket expenses (the "**Reimbursables**") incurred by Wendy's in connection with Project, including, but not limited to, travel expenses and the costs to install Franchisee's Equipment, are excluded from the Project Fee for Project and shall be reimbursed by Franchisee separately within thirty (30) days of Franchisee's receipt of an invoice for such out-of-pocket expenses. Travel expenses will be charged and managed in accordance with Wendy's current travel policy guidelines, as may be modified from time to time. The Franchisee acknowledges that it has received Wendy's current travel policy.
- C. **Taxes and Equipment.** The Project Fee and any other fees or charges to Franchisee pursuant to this BtS Agreement are exclusive of any applicable taxes, including, without limitation, sales, use, excise, value-added or ad valorem taxes (collectively, "**Taxes**"), and such Taxes shall be paid by Franchisee. Further, Franchisee acknowledges and agrees that it is solely responsible to order and purchase and pay for all necessary Equipment required for the Restaurant. Franchisee agrees to order all Equipment with as much lead time as

## EXHIBIT N

\_\_\_\_\_, 2021  
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advised by the Wendy's so that the Equipment will be available and ready for installation according to the Project Schedule.

5. Once the prime lease or purchase agreement is ready for full execution by Wendy's and prior to Wendy's execution thereof and as further consideration under this BtS Agreement, Franchisee agrees to sign and deliver to Wendy's the *Build-to-Suit Sublease Agreement* (together with the *Sublease Guaranty* and *General Release of All Claims*) (the "**BtS Sublease**"), together with such certificates of insurance as required to be carried by Franchisee under the Sublease Agreement. During the course of construction of the Restaurant, but in any event at least ninety (90) days prior to opening, Franchisee must sign and deliver to Franchisor (i) Franchisor's then-current franchise agreement and related documents, including a guaranty and a general release of all claims and the *Build-to-Suit Program Addendum* (the "**BtS Addendum**"), and (ii) remit **\$50,000** (plus applicable taxes) to Franchisor for the "**Technical Assistance Fee**" due under the Franchise Agreement (unless an applicable incentive program waiver applies or a credit remains on Franchisee's account that is approved by Wendy's to be applied). A copy of the BtS Sublease and BtS Addendum are attached hereto as **Exhibit B** and **Exhibit C**, respectively.
6. Franchisee expressly acknowledges and agrees that it has reviewed the royalty rate and base rent and percentage rent terms as more specifically defined in the BtS Addendum and the BtS Sublease. If Wendy's purchases the property upon which the Restaurant will be located, a Wendy's form of Build-to-Suit Lease Agreement will be used and will be substantially similar to the BtS Sublease.
7. Franchisee acknowledges and agrees that Franchisee will be required to open the Restaurant for business within **ten (10)** days following the "substantial completion" of the Restaurant (subject to any punch list items that will not materially impair Franchisee's ability to open and operate the Restaurant) as may be determined by Wendy's general contractor and/or as certified by Wendy's, in its capacity as sublandlord under the BtS Sublease.
8. Franchisee acknowledges and agrees that at such time that Franchisor grants the franchise and licensed rights for the Restaurant, the named Franchisees are required to sign Franchisor's then-current Franchise Agreement, including the BtS Addendum, which at that time may differ from, or be in addition to, the Franchisee referenced hereunder. In such event, Franchisee, at Franchisor's request, agrees to assign their rights fully or partially under this BtS Agreement to such named franchisees under the Franchise Agreement, and such named franchisees under the Franchise Agreement must have received Franchisor's current Franchise Disclosure Document at least 14 calendar days before signing the Franchise Agreement or before paying any fees. Further, Franchisee acknowledges and agrees that nothing in this BtS Agreement constitutes a grant of franchise rights to Franchisee, and that such grant will occur in the future subject to compliance with Franchisor's requirements.
9. If Wendy's does not have a fully executed letter of intent to enter into a Prime Lease (or purchase agreement) for the specified Restaurant within eighteen (18) months from the date of this BtS Agreement, this BtS Agreement shall continue on a month-to-month basis and may be terminated by either party with at least 30 days' prior written notice to the other party. Additionally, after said eighteen (18) months, Wendy's reserves the right to increase the fees under this BtS Agreement to the then-current fees charged by Wendy's. Further, Wendy's reserves the right to terminate this BtS Agreement for good cause in Wendy's commercially reasonable discretion, including but not limited to, a failure of any of Wendy's contingencies under the Prime Lease. Except where specifically described in BtS Agreement, all payments made pursuant to this BtS Agreement are non-refundable.

**EXHIBIT N**

- 10. Wendy’s reserves the right to delay construction, suspend construction on the Restaurant at any time prior to the completion thereof, or terminate this BtS Agreement if Franchisee defaults in any of the material obligations under this BtS Agreement, the Sublease or the Franchise Agreement, including, by way of example only, failure to provide adequate proof of the insurance required under the Sublease, non-payment of any of the fees due under this BtS Agreement, or non-payment for any of the Reimbursables, Equipment, or Taxes.
- 11. Without Wendy’s prior written consent, and except as set forth herein, Franchisee may not assign this BtS Agreement under any circumstance.
- 12. Address for Notices. The addresses of Franchisee and Wendy’s for service of any notices and reports hereunder shall be respectively as follows:

<p>Wendy’s:</p> <p>Wendy’s Properties, LLC        One Dave Thomas Blvd.        Dublin, OH 43017        Attn: Legal Department        (Real Estate Site # _____)</p> <p>with a copy to:</p> <p>Quality Is Our Recipe, LLC        One Dave Thomas Blvd.        Dublin, OH 43017        Attention: Legal Department        (Real Estate Site # _____)</p>	<p>Franchisee:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>with a copy to:</p> <p>_____</p> <p>_____</p> <p>_____</p>
--	---

13. FRANCHISEE ACKNOWLEDGES THAT WENDY’S PROVISION OF THE REAL ESTATE PROCUREMENT SERVICES AND/OR THE REAL ESTATE DEVELOPMENT SERVICES UNDER THIS BTS AGREEMENT DOES NOT CONSTITUTE A REPRESENTATION, WARRANTY, OR GUARANTY, EXPRESS, IMPLIED OR COLLATERAL, REGARDING THE CHOICE AND LOCATION OF THE RESTAURANT, NOR THAT THE RESTAURANT WILL ACHIEVE ANY LEVEL OF SALES, PROFITS OR SUCCESS. FRANCHISEE ACCEPTS ALL RISKS CONNECTED WITH THE IDENTIFICATION, DEVELOPMENT AND OPERATION OF THE RESTAURANT AT THE RESTAURANT SITE. NOTWITHSTANDING ANYTHING IN THIS REPP LOA TO THE CONTRARY, WENDY’S DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES RELATED TO THE REAL ESTATE SERVICES AND THIS REPP LOA, AND NEITHER WENDY’S NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES OR SUBSIDIARIES SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM, OR RELATED TO, WENDY’S PERFORMANCE OF THE REAL ESTATE SERVICES HEREUNDER, INCLUDING ENVIRONMENTAL OR SITE CONDITIONS, FAILURE OF NEGOTIATIONS, FRANCHISEE’S COSTS OF ANY KIND, FAILURE TO OBTAIN WENDY’S APPROVALS, AND FAILURE TO IDENTIFY A RESTAURANT SITE.

## EXHIBIT N

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### 14. Miscellaneous.

- a. Confidentiality. Except as may be required by any governmental entity having jurisdiction over either of the parties, and except as may be necessary to perform services hereunder, each party to this BtS Agreement shall not disclose to any third party any confidential information that either party makes available to the other, including the information relating to the Project or the terms of this BtS Agreement. Each party agrees to limit access to any such information to those employees and representatives reasonably requiring such access for purposes of providing the Services and shall request that its employees and representatives maintain the confidentiality of such information in accordance with the terms hereof.
- b. Complete Agreement; Amendments. This BtS Agreement and all Exhibits attached hereto, which are incorporated herein by this reference, contain the entire agreement between Franchisee and Wendy's and supersedes and replaces all previous agreements, whether written or oral, with respect to the subject matter of this Agreement. This BtS Agreement may not be changed, modified, amended, or discharged, except by an agreement in writing.
- c. No Partnership. Nothing contained in this BtS Agreement or in any of the contract documents relating to the Project shall be deemed or construed by the parties hereto or by any third person to create the relationship of partnership or joint venture. Wendy's is entering into this BtS Agreement solely as a potential build-to-suit landlord or sublandlord to Franchisee and each party acknowledges that no fiduciary or franchise relationship exists between Franchisee and Wendy's by virtue of this BtS Agreement.
- d. Publicity and Confidential Information. Wendy's and Franchisee shall not publicize its involvement in the specific work contemplated by this Agreement or supply any person with information concerning this BtS Agreement, the Project, or without prior written approval of the other party except where necessary to carry out the obligations under this BtS Agreement. Franchisee shall not use or supply to any third person (or shall cause any of its contractors, agents, or employees not to use or supply) any information relating to any manufacturing process or any trade secrets of Wendy's which the Franchisee may have acquired in the Projects under this BtS Agreement.
- e. Non-Solicitation of Employees. Franchisee and Wendy's agree not to, without the prior written consent of the other party, directly or indirectly, make any offers, enticements or inducements to cause any employee of the other party (while such employee is employed by such other party and for a period of one (1) year after the completion of the Project) to leave the employ of such other party and to enter into employment with the enticing party, including without limitation, engaging such employee as an independent contractor. Notwithstanding the foregoing, such limitation shall not apply to an employee of either party where such employee's employment has been terminated by the original employing party, or where such employee directly approaches the other party without any offer, enticement, or inducement from such other party. In the event of a breach of this provision, and because the parties acknowledge the difficulty of calculating actual damages in such an event, the breaching party agrees to pay, as liquidated damages and not as a penalty, the sum of \$100,000.00 for each employee hired in violation of this subsection.
- f. Applicable Law. This BtS Agreement shall be construed in accordance with and governed by and interpreted in accordance with the laws of the State of \_\_\_\_\_.
- g. Survival. The indemnification provisions of this BtS Agreement shall survive the expiration or termination of this BtS Agreement.

## EXHIBIT N

- h. Successors and Assigns. Neither party may assign its rights or obligations hereunder except to an affiliate or to any entity which acquires all or substantially all the assets and business of either party. Except as set forth in the immediately preceding sentence, this BtS Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
- i. Limitation on Liability. Notwithstanding anything else contained in this BtS Agreement herein to the contrary, each party shall look solely to the assets of the other party for satisfaction of any liabilities or obligations relating to this engagement, and no officer, director, employee, partner, affiliate, shareholder, or agent of either party shall be personally responsible for any such liabilities or obligations. In addition, each party waives any claims for punitive, consequential, speculative or exemplary damages that may or may not arise out of this BtS Agreement, including, without limitation, lost revenue or profit, even if a party has knowledge of the possibility of such damages; and, in no event shall Wendy's liability to Franchisee with respect to the Project exceed the annual fees paid, or if such liability should be covered by the insurance required to be carried by Wendy's as set forth in this Agreement, the limits of insurance set forth in this BtS Agreement for the applicable insurance policy.
- j. Litigation Expenses. If there is any litigation between the parties with respect to this BtS Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all its costs and expenses in such litigation, including reasonable attorneys' fees and court costs, from the other party.
- k. Taxes. The fees or charges to Franchisee pursuant to this BtS Agreement are exclusive of any applicable taxes, including, without limitation, sales, use, excise, value-added or ad valorem taxes (collectively, "**Taxes**"). The parties acknowledge and agree that Wendy's is not intended to be, nor shall it be deemed to be, a "reseller" of any goods or services and that all transactions or invoices approved by and/or posted by and/or through Wendy's or through Gateway is solely for the convenience of Franchisee. Franchisee shall be directly responsible for determining whether Taxes apply to any transactions arising pursuant to this Agreement and to whom such Taxes are properly payable and shall bear full liability for such Taxes. Any Taxes for which Wendy's believes it is legally obligated to collect from Franchisee with respect to transactions arising pursuant to this Agreement will be separately stated on the applicable invoice provided by Wendy's to Franchisee and shall be due and payable by Franchisee to Wendy's absent receipt of evidence from Franchisee validating Franchisee's exemption from such Taxes. Notwithstanding anything to the foregoing, Franchisee shall bear full responsibility for any tax, interest or penalties imposed by any taxing authority because of Franchisee's failure to timely or completely pay Taxes, to Wendy's or the appropriate taxing authority, on any transactions or payments arising pursuant to this BtS Agreement and Franchisee agrees to indemnify and defend Wendy's against for any claims, fines, charges, or other losses (civil and criminal) related to such Taxes.
- l. Rules of Interpretation. The headings set forth herein are for the convenience of the parties only and shall not be used to interpret the meaning of this BtS Agreement. Each party agrees that it has been represented by counsel and has participated in the negotiation of this BtS Agreement, and this BtS Agreement shall not be construed against either party on the theory that such party drafted this BtS Agreement. In the event any provision of this BtS Agreement shall be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected thereby.
- m. Force Majeure. Wendy's shall be excused from the performance of any of their obligations, or the performance or pursuit of any items pursuant to the timelines or critical dates declared by Franchisee or its Additional Service Providers or third-parties, for the period of any delay resulting

## EXHIBIT N

\_\_\_\_, 2021  
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from any cause beyond its control, including, without limitation, all labor disputes, governmental regulations or controls, fires or other casualties, local, state/provincial or national emergencies, the inability to obtain any material or services, riots, insurrections, the act or failure to act of the other party due to the any of the conditions in this subsection, adverse weather conditions preventing the performance of work as certified by the general contractor and/or architect, war, pandemic outbreak or other health emergency declared by the World Health Organization, the Center for Disease Control or other applicable governmental health department, or other reason beyond such party's reasonable control, or acts of God; subject to any express provision in this Agreement stating that force majeure shall not excuse a delay. The foregoing shall not excuse the payment of rents or other monetary obligations owed by Franchisee to Wendy's or to a third-party.

- n. Authority; Execution. The undersigned, signing on behalf of Franchisee, represents, warrants, and agrees that (s)he is specifically authorized to sign and deliver this Agreement on behalf of all persons, corporations, partnerships, and other legal entities constituting the named "franchisees"/"franchise owners" under the Franchise Agreements and that this BtS Agreement constitutes a valid and binding legal obligation of all such named franchisees/franchise owners of the Franchise Agreement. This BtS Agreement may be executed and exchanged by facsimile or electronic mail transmission and the facsimile or electronic mail copies of each party's respective signature will be binding as if the same were an original signature. This BtS Agreement may also be executed using electronic signatures, which each party acknowledges is a lawful means of obtaining signatures in their respective jurisdictions. Each party agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. Each party further agrees that its use of a keypad, mouse, or other device to select an item, button, icon, or similar act/action, regarding any agreement, acknowledgment, consent terms, disclosures or conditions constitutes its signature, acceptance, and agreement as if signed by such party in writing.

If you agree with the requirements described above and provided you have received Wendy's current Franchise Disclosure Document at least fourteen (14) calendar days prior to your execution of this Letter of Agreement, please sign in the space provided below and return an original signed copy of this BtS Agreement to Wendy's Properties, LLC, c/o The Wendy's Company, One Dave Thomas Blvd., Dublin, Ohio 43017, Attn: Megan Roberts (with an electronic copy of the same to Megan.Roberts@Wendys.com; and Kelly.Smith@Wendys.com). Additionally, please tender payment on the invoices issued this date on iReceivables for each of the Real Estate Services Fee \$12,500.00 (plus applicable sales taxes) and the Transaction Services Fee \$17,500.00 (plus applicable sales taxes).

Upon receipt of the above, Wendy's will commence the Real Estate Procurement Services.

Our team looks forward to working with you on this project and thanks you for your cooperation.

Sincerely,

**WENDY'S PROPERTIES, LLC**

Megan Roberts  
Director – Global Real Estate Counsel

MR/ks

**EXHIBIT N**

**ACKNOWLEDGED AND AGREED TO BY**

**FRANCHISEE:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Individually

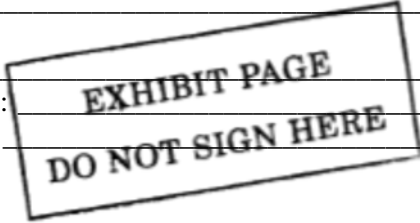


Exhibit A – General Release of All Claims

Exhibit B – Sublease Agreement (with Sublease Guaranty and General Release of All Claims)

Exhibit C – Build-to-Suit Addendum Agreement



**EXHIBIT N**

**EXHIBIT A TO BTS AGREEMENT**

**GENERAL RELEASE OF ALL CLAIMS**

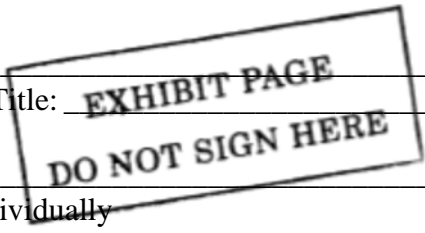
This GENERAL RELEASE OF ALL CLAIMS is made effective this \_\_\_\_ day of \_\_\_\_\_, 202\_. As a requirement of and in consideration for the willingness on the part of Quality Is Our Recipe, LLC, a Delaware limited liability company (“**Franchisor**”), to enter into a Franchise REPP Letter of Agreement to be executed contemporaneously herewith, as requested by the undersigned, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, individually and collectively, hereby unconditionally RELEASE, DISCHARGE and ACQUIT Franchisor, its past and present shareholders, officers, directors, employees, successors, affiliates, assigns, agents, and subsidiaries from any and all liabilities, claims, damages, demands, costs, indebtedness, expenses, debts, indemnities, compensation, suits, controversies, actions and causes of action of any kind whatsoever, whether developed or undeveloped, known or unknown, fixed or contingent, regarding or arising out of any prior or existing franchise agreement or any other agreement or document executed by any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), any Wendy’s restaurant (whether currently or previously owned or operated by the undersigned or any of them), the franchise relationship, or any other prior or existing business relationship between any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), which the undersigned or any of them individually or collectively has asserted, may have asserted or could have asserted against Franchisor (or any of the aforementioned related parties) at any time up to the date of this GENERAL RELEASE OF ALL CLAIMS, including specifically, without limitation, claims under the Sherman and Clayton Acts and the anti-trust Laws of the United States, and claims arising from contract, written or oral communications, alleged misstatements of fact, indebtedness of any kind or nature, and acts of negligence whether active or passive. This GENERAL RELEASE OF ALL CLAIMS shall survive the assignment or termination of any of the franchise agreements or other documents entered into by and between Franchisor and any of the undersigned. This GENERAL RELEASE OF ALL CLAIMS is not intended as a waiver of those rights of the undersigned which cannot be waived under applicable state franchise laws.

WITNESS:

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

By:

Title:



Individually

# EXHIBIT N

## EXHIBIT B TO BTS AGREEMENT

### BUILD-TO-SUIT SUBLEASE AGREEMENT

THIS BUILD-TO-SUIT SUBLEASE AGREEMENT (the “**Sublease**”) is made and entered into as of \_\_\_\_\_, 202\_\_ (the “**Effective Date**”), by and between **WENDY’S PROPERTIES, LLC**, a Delaware limited liability company (“**Sublandlord**”) and \_\_\_\_\_, a \_\_\_\_\_ (“**Subtenant**”).

#### RECITALS

WHEREAS, \_\_\_\_\_, a \_\_\_\_\_ (“**Prime Landlord**”), as landlord, and Sublandlord, as tenant, are parties to that certain \_\_\_\_\_ dated \_\_\_\_\_, *as amended by \_\_\_\_\_ dated \_\_\_\_\_, as assigned by \_\_\_\_\_ dated \_\_\_\_\_* (collectively, the “**Prime Lease**,” a full and complete copy of which has been provided to Subtenant as of the date of this Sublease, and which is incorporated herein by reference), whereby Sublandlord leases from Prime Landlord the land, together with all improvements thereon and all rights, easements and appurtenances thereunto belonging, located at \_\_\_\_\_, being more particularly described on **Exhibit A** attached hereto and made a part hereof (the “**Real Property**”).

WHEREAS, the Real Property will be improved by Sublandlord with a “Wendy’s” restaurant building and related improvements (the “**Restaurant**”). The Real Property and improvements, including the Restaurant, are all referred to in this Sublease collectively as the “**Premises**”.

WHEREAS, in conjunction with Sublandlord’s construction of the Restaurant, Subtenant will purchase certain furniture, fixtures and equipment (including POS systems and signage) to be located at the Restaurant that is used in the operation of the Restaurant (collectively, the “**Equipment**”).

WHEREAS, simultaneously herewith, Subtenant and \_\_\_\_\_, as Guarantor under this Sublease, collectively as the named “**Franchisee**”, and Sublandlord, as “**Franchisor**”, have entered or will enter into that certain Unit Franchise Agreement for the operation of the Restaurant, including, without limitation, all addenda, supplements, letters of agreement and letters of understanding with respect thereto (collectively, the “**Franchise Agreement**”).

WHEREAS, as evidenced by Subtenant’s execution of this Sublease, Subtenant acknowledges and agrees that it has received and reviewed a full and complete copy of the Prime Lease, and has consented to and approved the terms and conditions, rights and obligations as stated in Prime Lease, and further acknowledges and agrees that it is ready, willing and able to proceed with the opening of the Restaurant in a timely manner as further required of it under this Sublease and in the Franchise Agreement.

WHEREAS, Sublandlord desires to sublease the Premises to Subtenant and Subtenant desires to sublease the Premises from Sublandlord on the terms and conditions set forth in this Sublease.

WHEREAS, as a material inducement to Sublandlord to enter into this Sublease, Subtenant agrees to have Guarantor(s) execute and deliver to Sublandlord a Sublease Guaranty in the form attached hereto as **Exhibit B** (the “**Guaranty**”) and agrees to execute and deliver the General Release of All Claim in the form attached hereto as **Exhibit C**.

**NOW THEREFORE**, for and in consideration of the agreements, covenants, representations and undertakings contained in this Sublease, Sublandlord and Subtenant hereby agree as follows:

## EXHIBIT N

1. **Incorporation of Recitals.** The Recitals portion of this Sublease set forth above is hereby incorporated by this reference as fully as though it were here set forth and rewritten.

2. **Sublease of the Premises.** For the terms, at the rent and upon the provisions and conditions contained in this Sublease, Sublandlord does hereby lease, demise and let to Subtenant the Premises, and Subtenant hereby leases and rents the Premises from Sublandlord. SUBTENANT ACCEPTS THE PREMISES IN AN "AS IS" AND "WHERE IS" CONDITION, SUBJECT TO THE EXISTING STATE OF TITLE, ANY STATE OF FACTS WHICH AN ACCURATE SURVEY OR PHYSICAL INSPECTION MIGHT REVEAL, AND ALL APPLICABLE REGULATIONS NOW OR HEREAFTER IN EFFECT, AND IN RELIANCE ON ITS OWN INVESTIGATIONS, AND SUBLANDLORD MAKES NO EXPRESS OR IMPLIED STATEMENTS, REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF THE PREMISES AND HEREBY DISCLAIMS THE SAME. NOTWITHSTANDING THE FOREGOING, SUBTENANT SHALL INURE THE BENEFITS FROM ANY WARRANTIES AND GUARANTIES SUBLANDLORD OBTAINED RELATING TO THE CONSTRUCTION OF THE RESTAURANT, TO THE EXTENT SUCH WARRANTIES AND GUARANTIES ARE TRANSFERABLE WITHOUT COST TO SUBLANDLORD.

3. **Term.**

(a) **Initial Term.** The initial term of this Sublease shall commence on the Effective Date and shall end on the earlier of (a) **CONFIRM TERM OF PRIME LEASE** [the last day of the \_\_\_\_\_ [twentieth] Lease Year (as defined below)] [ \_\_\_\_\_], (b) the date on which the Franchise Agreement expires or terminates for any reason whatsoever, (c) the date on which the Prime Lease is sooner terminated for any reason whatsoever, or (d) the date on which this Sublease is terminated by Sublandlord and/or Subtenant in accordance with and pursuant to the terms hereof (the "**Sublease Term**", which shall include any extension or renewal options if granted and exercised as provided herein). **In no event shall the Sublease Term extend beyond the term of the Prime Lease, as such term may be extended or renewed by Sublandlord.**

(b) **Subtenant's Option to Extend the Term.** Provided that Sublandlord is entitled to extend the Prime Lease for a like period, Sublandlord hereby grants to Subtenant the right and option to extend the Sublease Term for one (1) additional successive period of \_\_\_\_\_ (\_\_\_) years (the "**Extension Term**"). The Extension Term shall begin upon the expiration of the initial term of this Sublease, and all terms, covenants and provisions of this Sublease shall apply to such Extension Term except that Subtenant shall not have any further option to again extend the Sublease Term following the exercise of the above-stated option for the Extension Term. To exercise the Extension Term, Subtenant shall give Sublandlord prior written notice of the irrevocable exercise of the Extension Term not less than two hundred seventy (270) days prior to the expiration of the initial term of this Sublease **[[NOTE: Notice should be due at least 60 days prior to the date required under the Prime Lease]]**; provided, however, and in all events, that Subtenant shall not be entitled to exercise its option to extend the Sublease Term if, at the time of the exercise of such option or at the time the Extension Term is to begin: (i) Subtenant or a Guarantor is in default under this Sublease, the Franchise Agreement, or any other agreement, lease, sublease, Guaranty, note, or other obligation between Subtenant or Guarantor, on the one hand, and Sublandlord, Wendy's or any of its or their subsidiaries or affiliates, on the other hand (the "**Related Agreements**"); or (ii) the Franchise Agreement has expired or terminated for any reason or does not cover, or has not been renewed in accordance with its terms to cover, the entire Extension Term. It is the express intent and agreement of Sublandlord and Subtenant that the Sublease Term is to run concurrently with the term of the Franchise Agreement and, in the event the Franchise Agreement expires or terminates for any reason, at Sublandlord's option and upon written notice to Subtenant, this Sublease shall simultaneously terminate.

## EXHIBIT N

**ALTERNATE (b): No Right to Extend.** Notwithstanding any contrary provision in the Prime Lease, including any extension options granted to Sublandlord as tenant thereunder, Subtenant shall have no option or right to extend the Sublease Term or any term of the Prime Lease.

(c) **Holding Over.** In the event that Subtenant remains in possession of the Premises after the expiration or termination of this Sublease [and/or otherwise fails to timely complete the “**Purchase Requirement**” as set forth in Section 30 hereof], and notwithstanding any notice and cure provisions in Sections 18 and 19 of this Sublease and in addition to Sublandlord’ rights and remedies as set forth herein, at Sublandlord’s election, Subtenant may be deemed to be occupying the Premises as a tenant from month-to-month at a rental equal to the greater of] (i) **one and one-half (1½) times** the monthly rental provided for in this Sublease for the last year of the Sublease Term, and (ii) the amount of Rent and other sums due pursuant to the Prime Lease in the event of such holdover. Such month-to-month tenancy may be terminated at any time by either Sublandlord or Subtenant by written notice to the other with the termination date set out in such notice and to be at least thirty (30) days after delivery of the notice. If Subtenant remains in possession of the Premises or any part thereof after the expiration of the Sublease Term or termination of the Sublease, Subtenant agrees to indemnify, defend and hold harmless Sublandlord and Prime Landlord from and against any claims, damages, costs (including legal fees and court costs on a substantial indemnity basis) or other liabilities incurred by Sublandlord and/or Prime Landlord as a result of such holdover, including any fees or penalties assessed pursuant to the Prime Lease, and including claims made by any party who claims a possessory interest in the Premises effective upon the expiration or termination of this Sublease.

(d) **Lease Year.** The term “**Lease Year,**” as used herein, shall have the meaning set forth in the Prime Lease, or if not defined therein shall mean each January 1 through December 31.

**4. Equipment.** Subtenant acknowledges and agrees that it is solely responsible to timely order and purchase directly all Equipment required by Franchisor for inclusion in the Restaurant. Provided that Subtenant is not in Default under this Sublease at the time Subtenant purchases its Equipment for the Restaurant, Sublandlord agrees to install the Equipment for Subtenant (at Subtenant’s cost and expense).

**5. Base Rent.** In consideration of the sublease of the Premises by and from Sublandlord to Subtenant, beginning on the Rent Commencement Date (as defined in the Prime Lease (the “**Rent Commencement Date**”)) and during the Sublease Term, Subtenant shall pay to Sublandlord, without any prior demand therefor and without any deduction or setoff whatsoever, rental for the Premises as follows:

(a) **Base Rent.** Beginning on the Rent Commencement Date and continuing thereafter for each Lease Year during the Term, Tenant shall pay to Landlord, as Base Rent, the annual sums in accordance with the schedule of Rent set forth below (“**Base Rent**”). The Base Rent shall be payable in equal and consecutive monthly installments, in advance, on the first (1<sup>st</sup>) day of each calendar month. If the Rent Commencement Date occurs on a date other than the first day of the month, the first installment of Base Rent shall be a prorated amount based upon the number of days in such month.

<b>Lease Years</b>	<b>Annual Base Rent</b>	<b>Monthly Base Rent</b>
1 – 5	\$	\$
6 – 10	\$	\$
11 – 15	\$	\$
16 – 20	\$	\$
21 – 25 (Renewal Lease Term)	\$	\$
26 – 30 (Renewal Lease Term)	\$	\$
31 – 35 (Renewal Lease Term)	\$	\$

## EXHIBIT N

(b) In addition to the Base Rent, Tenant shall pay to Landlord a sum equivalent to one percent (1%) of Gross Sales resulting from all business conducted in, at, on or from the Premises (the “**BtS Percentage Rent**”). The BtS Percentage Rent shall be in addition to any separate charges for “percentage rent” (if any) which may be due and payable under the Prime Lease which, if applicable, shall be paid to Landlord in addition to the BtS Percentage Rent (the “BtS Percentage Rent and any percentage rent due under the Prime Lease are collectively referred to as being the “**Percentage Rent**”). Following the Rent Commencement Date under the Prime Lease, on the fifteenth (15<sup>th</sup>) day of each calendar month, the Subtenant shall pay to the Sublandlord the Percentage Rent for the preceding calendar month. If the Rent Commencement Date under the Prime Lease should occur prior to the opening date of the Restaurant, the Base Rent due under this Sublease shall be equal to the Base Rent due under the Prime Lease. In addition, if the actual Gross Sales achieved by Subtenant at the Premises should fall below the estimated amounts determined by Wendy’s as the minimally acceptable level of sales, in its sole discretion and as may vary from time to time, Wendy’s reserves the right to amend this Sublease to convert the Base Rent to a fixed minimum rent amount.

(b) Annual Base Rent Statement. On or before ninety (90) days following each lease Year, Sublandlord shall furnish to Subtenant a written statement setting forth the total amount of Percentage Rent paid by the Subtenant for that Lease Year and instructing Subtenant of any proposed changes to the Base Rent structure as provided herein.

(c) Reporting of Gross Sales and Record Keeping. Subtenant shall maintain, and shall preserve for at least three (3) years from the dates of their preparation, full, complete, and accurate books, records, and accounts related to the operation of the Restaurant in accordance with generally accepted accounting principles and shall, at its expense, deliver to Sublandlord, within sixty (60) days after the end of each Lease Year, accurate reports of Gross Sales for the prior Lease Year’s operations certified by an independent chartered accountant selected by Subtenant and acceptable to Sublandlord. Subtenant may maintain such books, records, and accounts and provide them to Sublandlord in electronic format. Subtenant shall permit authorized personnel of Sublandlord to inspect and examine Subtenant’s books, records, and accounts at any reasonable time. Sublandlord shall also have the right, at any reasonable time, to have an independent audit made of the books, records, and accounts of Subtenant. If an inspection or audit discloses that the reported Gross Sales of Subtenant have been understated, Subtenant shall immediately pay to Sublandlord the amount due as a result of such understated Gross Sales, together with interest on the amount due at the annual rate of twelve percent (12%) calculated from the date such payment was due. In addition, if such audit discloses that the reported Gross Sales of Subtenant have been understated to the extent of two percent (2%) or more, Subtenant shall reimburse Sublandlord for any and all expenses connected with the audit. The foregoing remedies shall be in addition to any other remedies Sublandlord may have under this Sublease or the Franchise Agreement.

(d) Definition of Gross Sales. As used in this Sublease, the term “**Gross Sales**” shall have the meaning set forth in the Prime Lease, or if not otherwise defined therein shall mean means the amount received by Tenant from the sale of products or performance of services made on or from the Leased Premises (including any electronic or mobile orders or delivery orders fulfilled from the Leased Premises), but excluding (i) non-edible promotional items, (ii) redemption of gift certificates and coupons, and refunds or returns, (iii) sales tax or any similar taxes which are by law required to be completed separately and paid by the customer, (iv) discounted sales to employees, and the proceeds from the sale of any Personalty erected or installed on the Leased Premises by Tenant, (v) all sums and credits received in settlement of claims for loss or damage to merchandise, (vi) any sales of product to schools or other similar institutions where the sales price thereof does not exceed the cost to Tenant of said product; and (vii) any delivery fees or service fees collected from the customer and/or paid by the customer or Tenant to third-party service providers (e.g. DoorDash, UberEats) associated with a particular sale transaction.

## EXHIBIT N

(e) Financial Statements. In addition to the Annual Sales Report, Subtenant hereby agrees that to the extent any other financial statements, profit/loss statements, sales reports or other similar financial information is required to be provided by the tenant under the Prime Lease, Subtenant shall provide the same to Sublandlord not less than ten (10) days prior to the date the same are due under the Prime Lease. Notwithstanding any such requirements in any Prime Lease, Subtenant shall also provide to Sublandlord, within fifteen (15) days of special request consistent with a similar request from Franchisor (if any), the most current quarterly and/or fiscal year-end audited financial statements of Subtenant prepared in accordance with generally accepted accounting principles consistently applied (including an annual balance sheet, a profit/loss statement, statement of cash flow and footnotes).

(f) Sales Tax. Subtenant shall also pay all sales or similar tax due with regard to the Base Rent and Additional Rent (as defined below), pursuant to the laws of the State in which the Premises are located, if any.

(g) Late Fees. In addition to any other rights and remedies of Sublandlord hereunder, in the event that any Rent and/or other charge or payment due under this Sublease is not paid when due, Subtenant shall pay to Sublandlord a monthly interest charge equal to one and one-half percent (1.5%) per month, calculated from the day such payment of Rent and other charge due hereunder was due until such payment is made.

(h) Automatic Rent Drafting. All Rent and other charges due hereunder shall be paid by electronic fund transfer (EFT) or by such other method or procedure for payment as designated from time to time by Sublandlord. These methods include, but are not limited to, pre-authorized wire transfers, electronic transfers via automated clearing houses or similar commonly accepted methods of funds transfer. Upon Sublandlord's request, Subtenant shall deliver to Sublandlord all necessary information (including financial institution of origin and relevant account numbers) pertaining to such pre-authorized transfers.

### 6. Additional Rent.

(a) From and after the Effective Date, Subtenant agrees to pay, at Subtenant's sole expense and for its own account, the following as "**Additional Rent**": (i) any and all real property taxes assessed with respect to the Premises as provided in the Prime Lease; (ii) any all utility charges and rates, including, without limitation, all charges for sewer usage or rental, refuse removal, gas, water, heat, electricity and/or telephone and similar taxes, rates, charges and assessments; (iii) any business taxes or license fees and similar taxes which may be charged, levied or assessed in connection with the Premises or Subtenant's leasehold interest therein; (iv) any common area operating costs and charges or insurance charges due pursuant to the Prime Lease; and (v) all other charges and expenses which are the responsibility of Subtenant pursuant to this Sublease or as the tenant under the Prime Lease.

(b) With respect to any Additional Rent, Sublandlord shall have the right to either (i) provide a copy of such invoice to Subtenant promptly following Sublandlord's receipt of same, following which Subtenant shall pay such amount directly to the billing authority as and when the same is due, or (ii) remit such amounts directly to the billing authority for and on behalf of Subtenant and to provide written request to Subtenant for reimbursement of such amounts, which reimbursement Subtenant shall pay to Sublandlord within fifteen (15) days of receipt of such request. With respect to property taxes, Subtenant shall pay in advance, with each monthly installment of Rent, an amount equal to 1/12<sup>th</sup> of the annual property tax amount applicable to the Premises for the prior tax year as an estimate of the property tax due for such current year, and within ninety (90) days following Sublandlord's payment of the actual tax bill for such current year, Sublandlord shall either remit any overage amount previously paid by Subtenant (or at Sublandlord's option shall credit such amount against Rent to be paid by Subtenant subsequent to such date) or provide a written account of any

## EXHIBIT N

shortfall in the amounts previously paid by Subtenant, which shortfall shall be paid within fifteen (15) days of receipt of such request.

(c) Subtenant shall contract for, in its own name, and pay when due all charges for the connection and use of water, gas, electricity, telephone, garbage collection, sewer use, and other utility services supplied to and necessary for the operation of the Premises during the Sublease Term. Under no circumstance shall Sublandlord be responsible for any interruption of any utility service.

(d) If Subtenant fails to pay when due any Additional Rent required to be paid by Subtenant pursuant to this Sublease, Sublandlord shall have the right to pay the same at the expense of Subtenant after fifteen (15) days prior written notice to Subtenant thereof, and Subtenant covenants to reimburse to Sublandlord, as Additional Rent, for any amounts so paid by Sublandlord within fifteen (15) days' after expiration of such notice period, plus interest on such amounts equal to ten percent (10%) per annum.

(e) Subtenant may, at its own expense, contest or cause to be contested (in the case of any item involving more than \$1,000.00, after prior written notice to Sublandlord), by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any item specified in this Section or lien therefor, provided that (i) such proceeding shall suspend the collection thereof from the applicable Premises or any interest therein, (ii) neither such Premises nor any interest therein would be in any danger of being sold, forfeited or lost by reason of such proceedings, (iii) no Default has occurred, and (iv) Subtenant shall have deposited with Sublandlord adequate reserves for the payment of the taxes, together with all interest and penalties thereon, unless paid in full under protest, or Subtenant shall have furnished the security as may be required in the proceeding or as may be required by Sublandlord to insure payment of any contested taxes. Should Subtenant institute any such proceedings, Sublandlord will reasonably cooperate with Subtenant in connection therewith.

(f) Base Rent and Additional Rent shall be collectively referred to in this Sublease as "**Rent**".

**7. Net Lease.** The Rent payable hereunder shall be net to Sublandlord so that this Sublease shall yield to Sublandlord the rentals specified during the Sublease Term, and all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises shall be performed and paid by Subtenant subject to the provisions of this Sublease.

### **8. Use, Signs, Maintenance and Warranties, and Alterations.**

(a) **Use of the Premises.** During the Sublease Term, Subtenant shall continuously operate on the Premises a "Wendy's" restaurant in accordance with the Franchise Agreement and shall use the Premises solely for that purpose. Subtenant specifically covenants with Sublandlord to fully comply with all terms and conditions of the Franchise Agreement on its part to be performed and observed and to maintain the Franchise Agreement in full force and effect during the Sublease Term. In no event shall Subtenant's use of the Premises violate any law, rule or ordinance, any provision in the Prime Lease or any restriction or other encumbrance which is of record and applicable to the Premises.

(b) **Compliance with Laws.** Subtenant's use and occupation of each of the Premises, and the condition thereof (including the condition of any and all alterations, replacements, additions or construction activity undertaken by the Subtenant including but not limited to the installation of a sign or signs as heretofore permitted in this Section 8), shall, at Subtenant's sole cost and expense, comply fully with all existing restrictions and with all building codes, zoning ordinances and other laws, rules and regulations of any governmental authority applicable to the Premises (including, but not limited to, health, safety, accessibilities and/or disabilities) and all restrictions, covenants and encumbrances of record with respect to each of the Premises. Subtenant shall bear sole responsibility to obtain applicable governmental and

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other required approvals of work undertaken by it. Subtenant will not permit any act or condition to exist on or about any of the Premises which will increase any insurance rate thereon, except when such acts are required in the normal course of its business, and Subtenant shall pay for such increase.

(c) Maintenance. Subtenant shall not commit actual or constructive waste upon any of the Premises. Subtenant, at its own expense, will maintain all parts of the Premises, including, but not limited to, the Restaurant and any other improvements now or hereafter existing therein or thereon, in good repair and sound condition and at all times in accordance with the condition required and/or prescribed by the Franchise Agreement and the Prime Lease. Subtenant's obligation to maintain and repair includes specifically, but is not to be limited to, the maintenance and repair and/or replacement of the following: the foundations, roof, floor and structural portions of the walls of the Restaurant; parking lot; curbs; driveways; sidewalks; gutters; fixtures, facilities and equipment located on the Premises; heating, air-conditioning, electrical and plumbing systems; exterior and interior doors; windows and glass; signs and other equipment installed and used by Subtenant; any easements appurtenant to the Premises in accordance with the terms of such easements; and the keeping, maintaining and updating of a written or electronic log in a format approved by Sublessor documenting such maintenance records, receipts and any warranties related thereto and keeping the same available for periodic inspection by Sublandlord upon request. Subtenant will take all action and will make all structural and non-structural, foreseen and unforeseen and ordinary and extraordinary changes and repairs which may be required to keep all parts of each of the Premises in good repair and sound condition. The provisions of this Section 8(c) shall not apply in the case of damage or destruction by fire or other casualty or in the case of eminent domain or condemnation, in which events the obligations of the Subtenant shall be controlled by either Section 11 or 12 hereof, as the case may be. Subtenant waives any right to (i) require Sublandlord to maintain, repair or rebuild all or any part of any of the Premises or (ii) make repairs at the expense of Sublandlord, pursuant to any rule, law or regulations at any time in effect with respect to the Premises. In carrying out its obligations as set forth above in this Section, Subtenant agrees to conform to all requirements of law, the regulations of applicable public authorities and the requirements of insurers. Further, Subtenant shall not take any action nor permit any action to be taken which would result in or cause the loss, termination or forfeiture of any easement right appurtenant to the Premises or which would result in the violation of any covenants, conditions or restrictions burdening the Premises.

(d) Warranties. Subtenant acknowledges and agrees that Sublandlord may have certain contractors', subcontractors' and/or manufacturers' warranties with respect to the physical structure of the Premises. Subtenant understands that Sublandlord will provide certain instructions to Subtenant at the time it tenders possession of the Premises to the Subtenant, including, but not limited to names, contacts, escalation schedules for various systems and components in the Premises. Subtenant covenants and agrees to make careful notation and observations with respect to such warranted systems and components and to timely alert the appropriate party(s), and with an email copy to the designated construction manager noting or documenting the same, as soon as practical following any observed defects or deficiencies related to such warranted items. Subtenant shall and is hereby authorized to act on behalf of Sublandlord to file requests for warranted service or repairs (at no cost to Sublandlord) during the applicable warranty periods, provided Subtenant shall give notice of the same to the designated construction manager, with a copy to portfolio management. Additionally, Subtenant shall schedule and/or participate in an eleventh (11) month walk through with Sublandlord and its general contractor at least one month prior to the expiration of the general contractor's one-year warranty period. Following the walk through and meeting, Subtenant shall sign and agree to the list of noted defects and deficiencies. In the event that any additional items are discovered or identified following the meeting, Subtenant shall immediately notify Sublandlord and general contractor and by mutual agreement of the parties, the list of defects and deficiencies will be updated and acknowledged by the parties. Subtenant hereby acknowledges and agrees that its rights to request repairs, replacements or corrections from either Sublandlord and/or its general contractors, subcontractors,



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suppliers and/or vendors are strictly limited by the terms and conditions of the warranties and shall be barred after the expiration of the requisite time periods.

(e) Alterations. All alterations of the Premises by Subtenant shall conform with the terms, conditions and requirements of the Franchise Agreement. When required under the Franchise Agreement based upon the scope or nature of the proposed alterations, Subtenant shall provide prior written notice to Franchisor and (if applicable) obtain Franchisor's prior written consent and approval. Additionally, if required by the Prime Lease, Subtenant shall obtain the Prime Landlord's consent including but not limited to providing plans and specifications and review fees (if any) and Sublandlord agrees to facilitate any Head Landlord's consents upon request by Subtenant (subject to Franchisor's first approval). All alterations shall be made by Subtenant at Subtenant's sole expense by licensed contractors and in accordance with all applicable laws, rules, laws and regulations. Subtenant shall perform such remodeling, repair, replacement and redecoration to the Restaurant as required by and in conformance with the Franchise Agreement, including, without limitation, any letter of understanding with respect thereto. Any work at any time commenced by Subtenant on any of the Premises shall be prosecuted diligently to completion, shall be of good workmanship and materials and shall comply fully with all the terms of this Sublease. Upon completion of any alterations, Subtenant shall promptly provide Sublandlord with (i) evidence of full payment to all laborers and materialmen contributing to the alterations, (ii) an architect's certificate certifying the alterations to have been completed in conformity with the plans and specifications, (iii) a certificate of occupancy (if the alterations are of such a nature as would require the issuance of a certificate of occupancy), and (iv) any other documents or information reasonably requested by Sublandlord. Any addition to or alteration of any of the Premises shall automatically be deemed a part of the Premises and belong to Sublandlord, and Subtenant shall execute and deliver to Sublandlord such instruments as Sublandlord may reasonably require to evidence the ownership by Sublandlord of such addition or alteration; provided, however, if Subtenant is not in default under this Sublease and all Rent and other sums due to Sublandlord have been paid and discharged in full, Subtenant shall have the right to remove upon expiration of the Sublease Term those non-permanently attached fixtures and personal property which have been paid for and are then owned by Subtenant, but Subtenant shall repair any damage caused by such removal. Subtenant acknowledges and agrees that, in the event that Subtenant renovates, remodels, rebuilds, reimages or otherwise performs alterations to the exterior of the Premises, Subtenant shall, within ten (10) days of receipt of an invoice therefor, reimburse Sublandlord for Sublandlord's reasonable costs incurred in obtaining an updated title search for the Premises and any third party or landlord consents required in connection with Subtenant's work.

(f) Liens. Subtenant is not authorized to subject the interest of Prime Landlord or Sublandlord in the Real Property and/or Premises to any easement, restriction, lien, charge or encumbrance of any kind or nature without the prior written approval of Sublandlord and Prime Landlord. Subtenant shall permit no liens arising due to work performed by or under Subtenant's authority to encumber the Real Property and/or Premises, shall remove any such liens by payment or bond within fifteen (15) days after receipt of written notice thereof, and hereby agrees to hold Sublandlord and Prime Landlord harmless from and against any claims, demands or costs incurred by the indemnified parties related to any such liens during the Sublease Term. The foregoing hold harmless expressly includes Subtenant's agreement to promptly reimburse Sublandlord and/or Prime Landlord for any costs and expenses (including legal fees and court costs on a substantial indemnity basis) incurred in connection with the analysis, defense or payment made by the indemnified parties on account of any such lien.

(g) Opening Covenant and Continuous Operation. Subtenant covenants and agrees that it shall cause the Restaurant to be timely opened for business within ten (10) days following the "substantial completion" of the Restaurant (subject to any punch list items that do not materially impair Subtenant's ability to open and operate the Restaurant) as may be determined by Sublandlord's general contractor and/or as certified by Sublandlord. Thereafter, Subtenant covenants and agrees that it shall continuously occupy

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and operate the Restaurant during the Sublease Term. It shall be deemed a Default of Subtenant hereunder to fail to open within the prescribed time period(s) or to cease operation of the Restaurant for more than five (5) consecutive days or for more than fifteen (15) days in any calendar year (or any shorter period if the same shall constitute a default under any Prime Lease), unless and except such closure is due to remodeling as approved in accordance with this Sublease, or any repair or restoration related to any condemnation or casualty event.

(h) Signs. If permitted by the Prime Lease, the Franchise Agreement and all other covenants and restrictions affecting the Premises, Subtenant shall have the right to install on the Premises, at its own expense, signs conforming to law and regulations, suitable for its purposes in the operation of the Restaurant which shall remain the property of Subtenant unless such signs must be surrendered to Sublandlord upon termination of the Franchise Agreement. Subtenant shall be responsible for proper maintenance and upkeep of such signs and for any damage to the Premises occasioned thereby, or by the removal thereof.

(i) Indemnity. Subtenant agrees that it will defend, indemnify and hold harmless Sublandlord, Prime Landlord and their respective employees, officers, directors and agents from and against any and all claims, suits, actions, proceedings, obligations, damages, losses, costs or expenses (including legal fees and court costs on a substantial indemnity basis) caused by, incurred or resulting from Subtenant's failure to comply with its obligations under this Section. The obligations of Subtenant and the rights and remedies of Sublandlord under this Section shall survive the termination, expiration and/or release of this Sublease.

### 9. Remodeling of the Restaurant.

(a) Subtenant, as franchisee under the Franchise Agreement, covenants and agrees that it has certain obligations to repair, upgrade, refurbish, remodel, and/or perform certain image enhancements to the Restaurant under the Franchise Agreement (collectively the "**Remodeling Obligations**"). If Subtenant breaches any of its covenants or agreements under the Franchise Agreement relating to the Remodeling Obligations and/or does not complete all of its Remodeling Obligations at the Restaurants, a "**Remodel Default**" shall be deemed to have occurred. Upon a Remodel Default, in addition to the rights of Sublandlord under Section 18(b) and Sublandlord's rights as franchisor under the Franchise Agreement, Sublandlord may, upon written notice to Subtenant, increase the Base Rent due under Section 5(a) by twenty percent (20%) until the Remodel Default has been corrected (the "**Liquidated Damages**").

(b) It is acknowledged that a Remodel Default will cause Sublandlord to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by Sublandlord of actual damages. Therefore, Sublandlord and Subtenant agree that upon a Remodel Default, Sublandlord may impose the Liquidated Damages. Subtenant agrees that the Liquidated Damages represent a fair, reasonable and appropriate estimate of the damages and losses that would be sustained by Sublandlord. In lieu of actual damages for a Remodel Default, Subtenant agrees that the Liquidated Damages may be assessed and recovered by Sublandlord as against Subtenant, and without Sublandlord being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore, Subtenant shall be liable to Sublandlord for payment of the Liquidated Damages. Such Liquidated Damages are intended to represent estimated actual damages and are not intended as a penalty, and Subtenant shall pay them to Sublandlord without limiting Sublandlord's right to obtain substitute or additional relief as may be appropriate.

(c) Without limiting the generality of Section 30(i), if any court determines that the Liquidated Damages is excessive or is unreasonable or unenforceable under the laws of that State, it is the intention of the parties hereto that the Liquidated Damages may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that State.

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**10. Quiet Enjoyment.** Sublandlord covenants and agrees that Subtenant, upon paying the Rent and all other charges herein provided for, and observing and keeping the covenants, agreements and conditions of this Sublease on its part to be kept shall lawfully and quietly hold, occupy and enjoy the Premises during the Sublease Term, or any extension thereof, without hindrance or molestation from anyone claiming by, through or under Sublandlord.

**11. Damage or Destruction to Premises.**

(a) Subtenant's Obligation to Replace and Restore. In the event that the Premises are damaged or destroyed by fire or other casualty or Subtenant is evicted from the Premises by a public authority to preserve the public safety, this Sublease shall not terminate, nor shall the liability of Subtenant to pay rent cease or be reduced, except as hereinafter expressly provided in this Section, but Subtenant shall restore, replace or rebuild the Premises at Subtenant's sole cost and expense with all reasonable speed to the same condition as existed prior to the happening of the fire, eviction or other casualty. In the event Subtenant is required to so restore, replace or rebuild as aforesaid, Subtenant shall be entitled to the proceeds of casualty insurance carried and maintained by Subtenant and payable by virtue of the event or events causing damage to the Premises. **[CONFIRM NO CONFLICT WITH THE PRIME LEASE]**

(b) Limited Right to Terminate. Notwithstanding the foregoing subparagraph (a), in the event the Premises should, within two (2) years prior to the end of the initial Term of this Sublease, be damaged by fire or other casualty to the extent of at least fifty percent (50%) of the replacement value thereof, and provided Sublandlord has the right to terminate the Prime Lease with respect to such casualty event, Sublandlord and Subtenant shall have the right to cancel and terminate this Sublease effective as of the date of such casualty by written notice to other party given within thirty (30) days after the occurrence thereof (but not less than five (5) business days prior to the date Sublandlord shall be required to deliver any such termination notice to the Prime Landlord), in which case (i) provided Sublandlord shall have the same right under the Prime Lease, Subtenant shall, at Subtenant's cost and expense, return possession of the Real Property to Sublandlord with all buildings removed from the surface of the Real Property and (ii) the proceeds of any insurance carried or required to be maintained by Subtenant shall be payable solely to Sublandlord (except with respect to any coverage related to any personal property owned by Subtenant). **[CONFIRM NO CONFLICT WITH THE PRIME LEASE]**

(c) Conflict with Prime Lease. Notwithstanding anything contained in this Section to the contrary, should there be a conflict between the terms and conditions set forth in this Section 11 and those set forth in the Prime Lease with respect to damage or destruction to the Premises, the terms and conditions of the Prime Lease will govern.

**12. Condemnation.** In the event that at any time during the Sublease Term the Premises or any part thereof shall be taken by eminent domain or condemnation by any public or quasi-public authority (or in the event a voluntary conveyance is made by Sublandlord to such public or quasi-public authority by reason of or by threat or imminence of the exercise of such power of eminent domain or condemnation by such authority), the following terms and conditions shall apply:

(a) Total Taking. In the event of a total taking, Subtenant's right of possession shall terminate as of the date of taking and Rent and other charges provided for in this Sublease shall be paid up to such date. The entire damage award of the condemnation proceedings to which Sublandlord is entitled pursuant to the Prime Lease shall be paid to Sublandlord but Sublandlord shall, and hereby does, after deduction from said award of any and all legal fees and costs associated with such proceedings on a substantial indemnity basis, assign to Subtenant out of any award paid to Sublandlord the following amounts: (i) if Subtenant shall have made improvements or alterations in or to the Premises after the Effective Date and shall have not yet fully amortized its expenditure for such improvements or alterations, a sum equal to the

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unamortized portion of any such expenditures, and (ii) a sum equal to any cost or loss to which Subtenant may be put in removing Subtenant's Equipment from the Premises, but these sums will be paid only if the condemning authority makes a specific award for such costs or losses.

(b) Partial Taking Which Renders the Premises Substantially Unusable. In the event of a partial taking of the Premises which renders the Premises substantially unusable by Subtenant for the operation of the Restaurant in accordance with the Franchise Agreement, and provided the Prime Lease can be terminated pursuant to its terms, then Sublandlord or Subtenant may, by written notice to the other within thirty (30) days after the taking by the condemning authority (but not less than five (5) business days prior to the date Sublandlord shall be required to deliver any such termination notice to the Prime Landlord), terminate this Sublease, and Rent and other charges provided for in this Sublease shall be paid up to such date, and Subtenant hereby reserves unto itself the right to prosecute its claim for an award for damages for the termination of this Sublease and its loss of its interest under this Sublease, or any portion thereof, caused by such appropriation or taking, together with damages based on the value of Subtenant's Equipment and other improvements erected or installed on the Premises by Subtenant and the damages Subtenant may sustain to the business operated by Subtenant on the Premises, including, but not limited to, an award for the use of any temporary construction easement area on the Premises, good will, patronage and the removal, relocation and replacement costs and expenses caused by such appropriation or taking. If neither party elects to terminate this Sublease, there shall be no abatement or adjustment to the Rent due hereunder, and Sublandlord shall pay to Subtenant the damage award received by Sublandlord as compensation for such partial taking (after deduction from said award of any and all legal fees and costs associated with such proceedings on a substantial indemnity basis). Subtenant shall use such award together with all other funds of Subtenant necessary to restore the Premises at Subtenant's sole expense to usable condition and in accordance with the requirements of the Franchise Agreement.

(c) Partial Taking Which Does Not Render the Premises Substantially Unusable. In the event of a partial taking of the Premises which does not render the Premises substantially unusable by Subtenant for the operation of the Restaurant in accordance with the Franchise Agreement, there shall be no abatement or adjustment of Rent hereunder and the entire damage award received for such partial taking shall belong solely to Sublandlord; provided, however, if any damage award includes, in part, an award related to lost profits or sales or similar consequential damages, such portion of the award shall be paid or otherwise made available to Subtenant.

(d) Total Taking Within Right-Of-Way. Notwithstanding the provisions of this Section, it is hereby expressly acknowledged and agreed by Subtenant that if an expropriating authority takes any portion (or all of that portion) of the Premises which is located within a public right-of-way on the date of this Sublease, such a taking shall not be deemed to entitle Subtenant to any part of the award therefor (which shall belong solely to Sublandlord). Additionally, a condemnation of solely that portion of the Premises which is located within the public right-of-way on the date of this Sublease shall not be deemed to in any way bring this Section into operation and effect.

(e) Conflict with Prime Lease. Notwithstanding anything contained in this Section to the contrary, should there be a conflict between the terms and conditions set forth in this Section 12 and those set forth in the Prime Lease with respect to condemnation, the terms and conditions of the Prime Lease will govern.

**13. Assignment and Subletting.** Subtenant shall not permit Subtenant's interest in this Sublease to be vested in any third party by operation of law or otherwise and Subtenant shall not assign, sublet, pledge, hypothecate or otherwise transfer this Sublease or any interest in this Sublease or the Premises in whole or in part without first obtaining the prior written consent of Sublandlord, which consent Sublandlord may grant or withhold in its sole and absolute discretion. As a condition to its consent,

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Sublandlord may require that the Rent required to be paid hereunder be increased to reflect the current fair market value of the Premises and any assignee or sublessee must also in connection with such assignment or subletting receive an assignment of all rights of the franchisee under the Franchise Agreement with the necessary consent of Sublandlord, in its capacity as franchisor under the Franchise Agreement, to the assignment under the Franchise Agreement. If Sublandlord does so consent to an assignment of this Sublease or a subletting of all or any portion of the Premises, Subtenant and Guarantor shall remain liable to Sublandlord for all obligations under this Sublease unless expressly released in writing from such obligations by Sublandlord.

**14. Mortgage Subordination and Attornment.** Upon written request by Sublandlord or Prime Landlord, conferred in by any mortgagee of Sublandlord's and/or Prime Landlord's interest in the Premises, or by any person, firm or corporation intending to become such a mortgagee, Subtenant agrees to subordinate its rights under this Sublease to the lien of any mortgage covering the Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided the mortgagee named in said mortgage shall agree to recognize this Sublease in the event of foreclosure if Subtenant is not in default hereunder. Subtenant agrees that upon the written request of Sublandlord, Prime Landlord or any mortgagee named in such mortgage, it will execute and deliver whatever instruments may be required for such purposes. Subtenant will, in the event of the sale or assignment of Sublandlord's or Prime Landlord's interest in the Premises or in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of the power of sale under any mortgage covering the Premises, attorn to and recognize such purchaser or mortgagee as landlord under this Sublease.

**15. Indemnification and Insurance.**

(a) Indemnification. To the fullest extent permitted by law, Subtenant agrees to defend, indemnify and hold harmless, Prime Landlord, Sublandlord, and any parent, subsidiaries, affiliates, and their directors, officers, agents, employees, and authorized representatives and assigns of each (the "Indemnitees") from and against any and all liabilities, losses, claims, suits, actions, allegations, legal or administrative proceedings, debts, demands, damages and expenses, including defense costs and attorney's fees (all collectively "Losses"), provided such Losses are attributable to (a) injury to or death of any person or persons, including but not limited to, any employee, agent or representative of Subtenant, as well as any employee, agent, or representative of an Indemnatee; (b) damage to or impairment of property, or (c) personal and advertising injury, arising out of or related to the occupancy, operation, maintenance, or use of the Premises by Subtenant, which are in any manner directly or indirectly caused occasioned, contributed to, or claimed to be due, in whole or in part, to any acts, errors, omissions, reckless, negligent, or willful misconduct, whether active or passive, of Subtenant or anyone whose acts Subtenant may be liable for in conjunction with or incident to this Sublease, even though the same may have resulted from the joint, concurring, or contributory negligence of any Indemnatee, or any other person or persons, unless the same was caused by the sole negligence or willful misconduct of any Indemnatee. The foregoing indemnity shall survive the expiration or earlier termination of this Sublease.

(b) Insurance Coverage. Subtenant agrees to provide and maintain, at its sole cost and expense, insurance in at least the same amounts and of the same types required by the Prime Lease to be carried by the tenant thereunder with regard to the Premises; provided, however, that notwithstanding the requirements of the Prime Lease, Subtenant shall maintain at a minimum, the following required policies of insurance, in the forms and with minimum limits (or such higher amounts as may, from time to time, be required under the provisions of the Franchise Agreement) and coverage terms, as set forth below:

(i) Commercial General Liability: 1,000,000 each occurrence, \$2,000,000 general aggregate, \$1,000,000 personal and advertising injury, \$1,000,000 product liability aggregate. Coverage shall be written on an occurrence basis, on ISO form CG-00-01-04-13 or its then substantial equivalent. For claims

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arising out of or in any way related, directly or indirectly, to the Franchise Agreement, the Premises, its occupancy or the operation of the Restaurant, the policy shall name The Wendy's Company, its subsidiaries and divisions, affiliates, directors, officers, agents, and employees (collectively, for purposes of reference to this Insurance Coverage section, "**Wendy's**") as additional insureds, provide coverage on a primary basis, and not contributory with or excess over any other insurance or self-insurance available to the Wendy's, provide cross-liability coverage consistent with standard ISO form separation of insureds clause, and shall be endorsed with ISO Form CG-24-04, "Waiver of Transfer of Right of Recovery Against Others to Us," or the substantial equivalent. The additional insured endorsement shall have no added exclusions or limitations of coverage to limits of liability contractually required or percentage of negligence attributed to the named insured. There shall be no exclusion, limitation, or endorsement in the policy, other than those standard exclusions and limitations inherent to the aforementioned ISO form, that serves to restrict or limit additional insured status, contractual liability, or products liability.

(ii) Property: Special Form, All-Risk Property Insurance, on a replacement cost basis, to the full value of the Restaurant and all improvements in or about the Premises. Coverage shall include business interruption for a period not less than 12 months from the date of any loss or damage. Subtenant may carry such insurance under a blanket policy, provided such policy includes coverage for the Restaurant and Premises equivalent to that which would be available under a separate policy. Coverage shall include a waiver of subrogation in favor of Wendy's and shall name Wendy's an additional interest and loss payee in accordance with Wendy's interests. In addition to the foregoing: Subtenant will provide (or will cause its General Contractor to provide) at its expense builders risk insurance for construction that covers special risk perils including earthquake, flood, fire, and theft of materials stored at or within 1,000 feet of each Project site.

(iii) Business Automobile Liability: \$1,000,000 each accident, combined single limit, bodily injury and property damage, for any auto, vehicle or mobile equipment operated by Subtenant, in any way related, directly or indirectly, to the Franchise Agreement, the Premises, or occupancy or operation of the Restaurant. Coverage shall be written on ISO Form CA-00-01, or a form providing equivalent liability coverage. The policy shall apply to "Any Auto" including without limitation all owned, non-owned, hired, rented, leased or borrowed motor vehicles and all mobile equipment used by Subtenant and shall provide cross-liability coverage as provided under standard ISO forms separation of insureds clause.

(iv) Umbrella Excess Liability: \$2,000,000 each occurrence, with the Commercial General Liability, Business Auto Liability and Employer's Liability policies described herein appearing as Scheduled Underlying Policies. The policy shall recognize Wendy's, its subsidiaries and divisions, affiliates, directors, officers, agents, and employees as additional insureds and provide coverage for the interests of Wendy's on a primary or first excess basis, and not contributory with or excess over any other insurance or self-insurance available to Wendy's. The additional insured endorsement shall have no added exclusions or limitations of coverage to limits of liability contractually required; or percentage of negligence attributed to the named insured. The policy shall be in a following form or a form at least as broad as the required underlying policies.

(v) Cyber Risk: Including coverage for claims arising out of or related to (1) investigation of an actual or alleged security failure, privacy event, security breach or other related incident, including but not limited to forensic services, legal counsel and breach coaching services, breach response and notification services, call center services, credit and identity theft monitoring and protection services, media and public relations services; (2) business income/business interruption/extra expense; (3) digital and data asset protection and restoration; (4) network security & consumer privacy liability; (5) regulatory defense and indemnification, including fines and assessments; (6) multimedia liability; (7) cyber extortion, including but not limited to the use of ransomware or other malware to compromise Subtenant's systems; and (8) social engineering or other forms of electronic manipulation that result in covered loss. The policy shall include limits not less than \$1,000,000 each claim and shall be endorsed to name Wendy's an additional insured.

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(vi) Worker's Compensation and Employer's Liability: Worker's Compensation coverage in accordance with the statutory requirements in all states and/or provinces in which the Subtenant conducts operations and including Employer's Liability coverage with limits not less than \$500,000 bodily injury, each accident or disease. If Subtenant utilizes a program of self-insurance, a Certificate of Authority from the state is required, along with a policy of Excess Worker's Compensation insurance in excess of the self-insured limit and including Employer's Liability, each with limits not less than \$500,000 bodily injury, each accident or disease. The policy shall provide a waiver of subrogation in favor of Wendy's. Depending on the corporate structure of your business, the Subtenant entity may not be the appropriate carrier of Worker's Compensation or Employer's Liability coverage. In this case, Subtenant may satisfy this requirement by causing it appropriate affiliated entity to carry such coverage(s).

(vii) any other form or forms of insurance as the Subtenant or the Sublandlord or the Sublandlord's mortgagee requires from time to time in form, in amount and for insurance risks against which a prudent subtenant would protect itself.

Further with regard to each of the aforementioned insurance policies

- (1) The parties acknowledge that Subtenant's insurance is intended to fulfill the insurance requirements of the Prime Lease in addition to requirements stated in this Sublease and is intended to be in lieu of and not duplicative with any insurance required of the Sublandlord in accordance with the Prime Lease.
- (2) Each policy shall be underwritten by a duly licensed and admitted insurance carrier with a current minimum A.M. Best Rating of A- VIII or the substantial equivalent rating provided by Fitch, Standard & Poor's, or Moody's.
- (3) Subtenant shall provide Wendy's with written notification, within 30 days of the effective date, of the cancellation, non-renewal or material change in coverage or coverage limits.
- (4) There shall be no deductible or self-insured retention in excess of \$50,000 maintained by Subtenant with respect to any of the foregoing insurance, without Wendy's prior written approval. All deductibles, self-insurance and premiums associated with the required insurance shall be the responsibility of the Subtenant. With regard to liabilities, losses, claims, suits, actions, allegations, legal or administrative proceedings, debts, demands, damages, and expenses, including defense costs and attorney's fees, that remain within deductibles or self-insured retentions, Subtenant agrees to assume obligations that would otherwise have existed on the part of an insurer to an additional insured.
- (5) Subtenant shall deliver, or cause to be delivered to Sublandlord, on or prior to the effective date of the Franchise Agreement and thereafter, not more than ten (10) days subsequent to the expiration dates of the policies, a new or renewal Certificate of Insurance, executed by a duly authorized representative of each insurer. Such Certificate shall evidence compliance with the requirements stated herein and shall expressly and conspicuously reflect the amount of each deductible or self-insured retention.
- (6) When requested by Wendy's, Subtenant shall provide true and complete copies of insurance policies to Wendy's within ten (10) full business days of any such request.
- (7) Should Subtenant fail to maintain or renew any insurance provided for hereunder, or to pay the premium, or to comply with the requirements noted herein, Wendy's, at its option, but without obligation to do so, may, upon five days' notice to Subtenant, cure such failure,

## EXHIBIT N

and any sums so expended by Wendy's, together with Wendy's reasonable administrative expense in connection therewith, shall thereafter be due from and payable by Subtenant.

- (8) Neither the approval, disapproval or failure to act by Wendy's regarding any document reflecting insurance on behalf of Subtenant, nor the bankruptcy, insolvency or denial of liability by any insurance company shall relieve Subtenant of full responsibility or liability for damages and accidents as set forth herein. Notwithstanding anything contained in this Section to the contrary, should there be a conflict between the insurance requirements set forth in this Section and those set forth in the Prime Lease in that the insurance requirements under the Prime Lease are greater than those set forth herein, then the insurance requirements of the Prime Lease shall govern.

**16. Equipment.** All goods, wares, merchandise, inventory, machinery, Equipment and other personal property of Subtenant whatsoever kept in, on or about the Premises shall be at Subtenant's sole risk, and Sublandlord shall not be liable for any damage done to or loss of such goods, wares, merchandise, inventory, machinery, Equipment or other personal property of Subtenant arising from the bursting, overflowing or leaking of water, sewer, sprinkler system or steam pipes, or from the heating or plumbing fixtures, or from electric wires, or from gas or odors, or by reason of the failure of heat, gas or electricity, or from any other cause whatsoever.

**17. Subtenant Financing; Security Interest of Sublandlord.** To secure the payment of all Rent and any other sums that may become due to Sublandlord under the terms of this Sublease, Sublandlord shall have and is hereby granted by Subtenant a lien and security interest upon all the goods, wares, merchandise, inventory, machinery, Equipment and other personal property of Subtenant in or about the Premises or that may be placed or kept therein during the Sublease Term. Upon request by Subtenant, Sublandlord shall execute waivers or consent agreements in form acceptable to Sublandlord confirming the subordination of this lien, as required by a bank or institutional lender. The parties acknowledge and agree that in no event shall similar waivers or consent agreements be requested from or obtained from Prime Landlord.

This Sublease shall also constitute a security agreement under the applicable legislation of the State in which the Premises are located. None of the goods, wares, merchandise, inventory, machinery, Equipment or other personal property of Subtenant situated on the Premises shall be removed from the Premises without the prior written consent of Sublandlord unless all Rent and all other sums then due to Sublandlord shall first have been paid and discharged in full. Subtenant shall from time to time execute any financing statements and other instruments necessary to perfect the first lien and security interest granted herein and to carry out the terms of this Section. Upon the occurrence of a Default by Subtenant under this Sublease, Sublandlord shall have the option, in addition to any other remedies provided herein or by law, to enter upon the Premises with or without the permission of Subtenant and take possession of any and all goods, wares, merchandise, inventory, machinery, Equipment and other personal property of Subtenant situated on the Premises without liability for trespass or conversion and to enforce the first lien and security interest hereby granted in any manner provided by law.

Additionally, with the prior written consent of Sublandlord and Franchisor (in form and substance as they may require) and subject to the terms and conditions and restrictions on the same as they may require, Subtenant may grant a leasehold mortgage in and to its rights as subtenant under this Sublease. Upon request, Sublandlord shall execute waivers or consent agreements in a form acceptable to Sublandlord in its sole and absolute discretion permitting the pledge of this Sublease as a subleasehold mortgage in favor of Subtenant's bank or institutional lender and providing such bank or institutional lender with limited rights including cure, assumption and/or entry in the event of a foreclosure. The parties acknowledge and agree that all such consents to any subleasehold mortgage shall likewise require a corresponding pledge



## EXHIBIT N

(and Franchisor's consent to such pledge) of Subtenant's interest under the Franchise Agreement to such bank or institutional lender. The parties further acknowledge and agree that in no event shall any similar waivers or consent be requested from or obtained from the Prime Landlord.

### 18. Default by Subtenant.

(a) Each of the following actions shall constitute a default and breach under the terms of this Sublease (a "**Default**"):

(i) any act or omission by Subtenant that would constitute a default under the Prime Lease;

(ii) if Subtenant shall fail to make any payment of Rent or any other charges or amounts due under this Sublease, on the day when such payments are due;

(iii) if Subtenant shall fail to perform any other provision, covenant or condition of this Sublease other than the payment of Rent or any other charges or amounts due;

(iv) if Subtenant abandons or vacates the Premises at any time during the Sublease Term;

(v) if Subtenant ceases to operate the Restaurant in accordance with this Sublease;

(vi) any act or omission which constitutes a default under the Franchise Agreement (including without limitation any failure to complete required training) or any other Related Agreement, or failure to execute a Franchise Agreement;

(vii) if Subtenant makes an assignment for the benefit of creditors or enters into a composition agreement with the creditors, or if the interest of Subtenant in the Premises or any personal property used in connection therewith is attached, levied upon or seized by legal process, or if Subtenant is found to be bankrupt or insolvent by any court of competent jurisdiction, or if a receiver is appointed for Subtenant;

(viii) if Subtenant's interest in the Sublease shall be vested in any third party by operation of law or otherwise, or if Subtenant has assigned this Sublease or the Premises are subleased by Subtenant in whole or in part without Sublandlord's prior written consent;

(ix) if a final, non-appealable judgment is rendered by a court against Subtenant which has a material adverse effect on either the ability to conduct business at any of the Premises for its intended use or Subtenant's ability to perform its obligations under this Sublease, or is in the amount of \$100,000.00 or more, and in either event is not discharged within sixty (60) days from the date of entry thereof;

(x) if Subtenant is in default under the terms and conditions of any of the Related Agreements; or

(xi) a Remodel Default.

(b) Remedies of Sublandlord. In the event of any Default of Subtenant hereunder, and in addition to any other rights or remedies available to Sublandlord at law or in equity or otherwise available under the Prime Lease and/or the Sublease, Sublandlord shall have the right, but not the obligation, to do any one or more of the following:

## **EXHIBIT N**

- (i) cure any Default of Subtenant, on behalf and at the sole cost and expense of Subtenant;
- (ii) terminate this Sublease upon not less than fifteen (15) days' notice, whereupon Subtenant shall vacate the Premises on or before such date unless such Default shall be cured prior to the effective date of such termination (failing which, Sublandlord may institute eviction proceedings), and to collect from Subtenant all Rent and other sums due through the date of such termination;
- (iii) without terminating this Sublease, re-enter the Premises and proceed to re-let all or any part of the Premises as Sublandlord, in its discretion, may deem reasonably necessary or appropriate; or
- (iv) declare immediately due and payable and to collect from Subtenant all Rent due from Subtenant for the remaining portion of the Sublease Term; or
- (v) recover from Subtenant any other amount necessary to compensate Sublandlord for all damages proximately caused by Subtenant's failure to perform its obligations under this Sublease or which in the ordinary course of things would be likely to result therefrom, including but not limited to any costs or expenses incurred by Sublandlord: (A) in retaking possession of the Premises, including reasonable legal fees therefor; (B) in maintaining or preserving the Premises after such Default; (C) in preparing the Premises for reletting to a new tenant including repairs or alterations to the Premises for such reletting; (D) as brokerage fees, leasing commissions and reasonable legal fees in connection with the reletting of the Premises to a new tenant; and (E) any other costs necessary or appropriate to relet the Premises.

**19. Cross Default.** Any Default under this Sublease shall be considered a default under the Franchise Agreement and the Related Agreements. Subtenant acknowledges agreement with the cross-default provisions of this Section and all other terms and conditions of this Sublease relating to the Franchise Agreement and the Related Agreements. Guarantor has signed this Sublease for the purpose of acknowledging its agreement with the cross-default provisions of this Section and all other terms and conditions of this Sublease relating to the Franchise Agreement and the Related Agreements.

**20. Estoppel Certificates.**

(a) At any time, and from time to time, each party hereto shall, promptly and in no event later than ten (10) days after a request from the other party, execute, acknowledge and deliver to the other party, a certificate in the form reasonably satisfactory to the requesting party, certifying: (i) that Subtenant has accepted the Premises; (ii) that this Sublease is in full force and effect and has not been modified (or if modified, setting forth all modifications), or, if this Sublease is not in full force and effect, the certificate shall so specify the reasons therefor; (iii) the commencement and expiration dates of the Sublease Term, including the terms of any extension options of Subtenant; (iv) the date to which the rentals have been paid under this Sublease and the amount thereof then payable; (v) whether there are then any existing defaults by the other party in the performance of its obligations under this Sublease, and, if there are any such defaults, specifying the nature and extent thereof, (vi) that no notice has been received by the certifying party of any default under this Sublease which has not been cured, except as to defaults specified in the certificate; (vii) the capacity of the person executing such certificate, and that such person is duly authorized to execute the same on behalf of said party; (viii) that neither Sublandlord nor Prime Landlord has actual involvement in the management or control of decision making related to the operational aspects or the day-to-day operations of the Premises; and (ix) any other information reasonably requested by the requesting party.

## EXHIBIT N

(b) If Subtenant shall fail or refuse to sign a certificate in accordance with the provisions of this Section within ten (10) days following a request by Sublandlord, then Sublandlord shall have the right to execute any such certificate for and on behalf of Subtenant and in Subtenant's name, provided, however, that Sublandlord's execution and delivery of such certificate on behalf of Subtenant shall not cure any Default arising by reason of Subtenant's failure to execute and deliver such certificate.

**21. Notices.** All notices, requests, demands and other communications required or permitted by this Sublease shall be in writing and shall be deemed to have been duly given upon (a) actual delivery, if delivered by personal delivery, and/or (b) if sent by certified mail return receipt requested or by same day or overnight receipted courier service, when actually received or refused. Any material notices under this Lease, if given electronically via email or other electronic means to such addresses as may be used by either party from time to time, shall also be followed with written notice in the manner specified in the prior sentence. Notices shall be addressed to the respective parties at the following addresses:

To Sublandlord: Wendy's Properties, LLC  
One Dave Thomas Blvd.  
Dublin, OH 43017  
Phone: (614) 764-3100

With a copy to: Wendy's Properties, LLC  
One Dave Thomas Blvd.  
Dublin, OH 43017  
Attn: Legal Department (Real Estate) (Site # \_\_\_\_\_)  
Phone: (614) 764-3100

To Subtenant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_

or such other address as either party hereafter designates to the other in writing as aforesaid.

**22. Joint and Several Obligation.** In the event Subtenant under this Sublease consists of more than one entity and/or individual, its and their liability under this Sublease is agreed to be joint and several.

**23. Subtenant's Compliance with Environmental Laws.** Subtenant shall comply or use its best efforts to secure compliance with all applicable federal, provincial and local laws, regulations or ordinances pertaining to air and water quality, any hazardous material (as hereinafter defined), waste disposal, air emissions and other environmental matters with respect to the use or occupation of the Premises. Subtenant shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by Subtenant or any other person or entity. If Subtenant breaches the obligations stated herein or if the presence of hazardous material on the Premises caused or permitted to be caused by Subtenant results in the contamination of the Premises, or any portion thereof, or if the contamination of the Premises by hazardous material otherwise occurs for which Subtenant is legally liable to Sublandlord for damage resulting therefrom, then Subtenant shall indemnify, defend and hold Sublandlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including without limitation, diminution in value of the Premises, and sums paid in settlement of claims, legal fees on a substantial indemnity basis, consultant fees and expert fees) which arise during or after the Sublease Term as a result of such contamination. This indemnification of Sublandlord by Subtenant includes, without

## EXHIBIT N

limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, provincial or local governmental agency or political subdivision because of hazardous material being present in the soil or groundwater on or under the Premises. Without limiting the foregoing, if the presence of any hazardous material on the Premises caused or permitted to be caused by Subtenant results in any contamination of the Premises, or any portion thereof, Subtenant shall promptly take all actions, at no cost or expense to Sublandlord, as are necessary to return the Premises to the condition existing prior to the introduction of any such hazardous material to the Premises, provided that Sublandlord's approval of such action shall first be obtained. The foregoing indemnity shall survive the expiration or earlier termination of this Sublease. As used herein, the term "**hazardous material**" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to any federal, provincial or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

**24. Surrender of Premises.** Subtenant will deliver up and surrender possession of the entire Premises, including, without limitation, the Restaurant and all other improvements located on the Premises, to Sublandlord upon the expiration of this Sublease or its termination in any way, in their original condition, reasonable wear and tear excepted, or such other superior condition as may be specified in the Prime Lease. If required by Sublandlord or Prime Landlord, Subtenant shall, at Subtenant's cost and expense, execute and deliver to Sublandlord or Prime Landlord (as applicable) a quitclaim deed to the Restaurant and any other improvements located on the Premises. Subtenant shall also comply at its sole cost and expense with all terms and conditions of the Franchise Agreement to be complied with on surrender of the Premises.

**25. Relationship to Prime Lease.**

(a) This Sublease and all of Subtenant's rights hereunder are expressly subject to and subordinate to all of the terms of the Prime Lease. Subtenant hereby acknowledges that it has received a copy of the Prime Lease and has read all of the terms and conditions thereof. Subtenant hereby assumes all obligations of Sublandlord, as tenant or lessee under the Prime Lease, with respect to the Premises and agrees to be bound by the terms of the Prime Lease as fully and to the same extent as if Subtenant were the tenant or lessee under the Prime Lease. Subtenant shall neither do nor permit anything to be done which would cause the Prime Lease to be terminated or forfeited by reason of any right of termination or forfeiture reserved or vested in the lessor/landlord under the Prime Lease, and Subtenant shall indemnify and hold Sublandlord harmless from and against all claims and expenses of any kind whatsoever, including reasonable solicitor's fees, arising out of or in connection with the Prime Lease, or the curing of any default thereunder. Sublandlord agrees that Sublandlord shall, when necessary and when requested by Subtenant, endeavor to cause Prime Landlord to perform its obligations as landlord under the Prime Lease. Subtenant acknowledges that except as expressly provided in herein, any termination of the Prime Lease will result in a termination of this Sublease. Sublandlord and Subtenant each agree to provide to the other copies of any written notices which either may receive from the lessor/landlord under the Prime Lease or any mortgagee having an interest in the Premises.

(b) Notwithstanding anything to the contrary contained herein, Subtenant shall not be entitled to exercise any rights of first offer, rights of first refusal, or purchase options contained in the Prime Lease.

(c) *[Notwithstanding any contrary provision herein, the following terms and provisions of the Prime Lease shall not apply to Subtenant and shall not be deemed a part of this Sublease or the rights and obligations to Subtenant:*

## EXHIBIT N

*(i) LIST EXCLUSIONS HERE, IF ANY - BE SURE TO LIST ANY PROVISIONS GRANTING A TENANT ALLOWANCE OR OTHER CASH INCENTIVE TO BE PAID BY LANDLORD TO TENANT UNDER THE PRIME LEASE]*

**26. Brokers.** Sublandlord and Subtenant each represents and warrants to the other that no broker, agent, commission salesman or other person has represented the warranting party in the negotiations for and procurement of this Sublease and of the Premises, and that no commissions, fees or compensation of any kind are due and payable in connection herewith to any such person or entity. Each of Sublandlord and Subtenant agrees to indemnify and hold the other harmless from and against any and all costs or claims of any agent, broker or other person claiming to be acting on behalf of the indemnifying party for fees, commissions or other compensation by reason of the transaction contemplated by this Sublease or otherwise resulting from breach by the indemnifying party of the representations in this Section.

**27. Guaranty.** Simultaneously with the execution of this Sublease and as an express condition of the effectiveness hereof, Guarantor(s) shall jointly and severally unconditionally Guaranty the payment and performance of all obligations, terms and conditions under this Sublease on behalf of Subtenant and agrees to indemnify and save harmless Sublandlord from any damages arising out of failure by Subtenant to pay Rent or observe or perform any of the terms and conditions contained in this Sublease, pursuant to the Guaranty. During the Sublease Term and from time-to-time, within fifteen (15) days of Sublandlord's request, Subtenant shall cause the Guarantor(s) to provide the most current fiscal year-end audited financial statements of the Guarantor(s) prepared in accordance with generally accepted accounting principles consistently applied (including an annual balance sheet, a profit/loss statement, statement of cash flow and footnotes).

**28. Right to Inspect and Show Premises.** Subtenant agrees that Sublandlord or Sublandlord's representative(s) shall have the right at all reasonable times to enter upon and to inspect the Premises to ascertain that Subtenant is carrying out the terms, conditions and provisions of this Sublease, including but not limited to Tenant's compliance with all laws and ordinances. If Sublandlord identifies any deficiencies in maintenance or lack of compliance with laws, Subtenant covenants and agrees that it shall take immediate steps to rectify and cure any such issues within the earlier of thirty (30) days or such timeframe as required under the Prime Lease or under any governmental notice or order. Sublandlord shall have the right to show the Premises to prospective purchasers at any time during the Sublease Term or to prospective tenants during the last six (6) months of the Sublease Term.

**29. Costs and Legal Fees.** If either party brings or commences any legal action or proceeding to enforce any of the terms of this Sublease (or for damages by reason of an alleged breach of this Sublease), the prevailing party in any litigation between the parties shall be entitled to recover, as a part of its judgment, reasonable legal fees and costs of suit.

**30. Miscellaneous.**

(a) This Sublease shall be governed by the laws of the State in which the Premises are located. This Sublease supersedes all prior discussions and agreements between the parties and incorporates their entire agreement with respect to the matters set forth herein, and shall not be modified, changed or altered in any respect, except in writing executed in the same manner as this Sublease by the parties hereto.

(b) Any term used in this Sublease which begins with initial capital letters and is not defined herein shall have the same meaning attributable to that term in the Prime Lease.

(c) The captions used in this Sublease are for convenience only and do not in any way limit or amplify the terms and provisions hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to the Sublease as a whole except where noted otherwise. The necessary grammatical changes required to

## **EXHIBIT N**

express singular, plural, male, female or neuter, as applicable, shall be assumed in each case to be fully expressed.

(d) Time is of the essence with respect to the provisions of this Sublease. If the time period by which any right, option or election provided under this Sublease must be exercised, or by which any act required hereunder must be performed, expires on a Saturday, Sunday or legal or bank holiday in the State where the Premises are located, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

(e) Any transfer tax or other tax payable to any governmental taxing authority, including the municipality in which the Premises lies, by reason of the execution of this Sublease and/or recordation of a memorandum thereof shall be paid by Subtenant.

(f) The provisions of this Sublease shall inure to the benefit of and be binding upon Sublandlord and Subtenant and their respective successors, heirs, legal representatives and assigns; subject, however, in the case of Subtenant to the provisions of this Sublease with respect to the rights of Subtenant to further assign this Sublease or sublet the Premises.

(g) No failure or delay by Sublandlord or Subtenant to exercise any right or power given it or to insist upon strict compliance by the other with any obligation imposed on it, and no custom or practice of either party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by Sublandlord or Subtenant or any right either party has herein to demand strict compliance with the terms hereof by the other. The acceptance by Sublandlord of any sum of rental less than the sum provided for in this Sublease shall not alter the rental terms hereof or absolve Subtenant from its obligation to pay the rental herein provided, but the acceptance of any lesser sum than the Rent herein stipulated shall be an acceptance of the amount paid to apply on account of the Rent due. This Sublease (including all exhibits and addenda attached hereto) contains the sole and entire agreement of Sublandlord and Subtenant with respect to the subject matter hereof, and no prior or contemporaneous oral or written representation or agreement between the parties and affecting the Premises shall have legal effect so as to modify or amend or change the conditions hereof.

(h) The parties covenant and agree that this Sublease shall not be registered, but upon written request of Sublandlord or Subtenant, a notice of sublease shall be prepared by Subtenant (which form is subject to the prior review and approval of the Sublandlord) describing the Premises, giving the Sublease Term, the name and address of Sublandlord and Subtenant, but containing no other terms or provisions of this Sublease except as may be permitted or required by Sublandlord, which shall be promptly executed and delivered by both parties. The notice of sublease may be registered by either party, at the sole cost and expense of the party so registering.

(i) If any clause or provision of this Sublease or the application thereof to any person, entity or circumstance is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity now or hereafter effective during its Sublease Term, the intention of the Parties hereto is that the remaining parts of this Sublease and the application of such clause or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each such clause or provision shall be valid and enforceable to the fullest extent permitted by law.

(j) This Sublease may be executed in counterparts by the parties hereto, including via electronic signature, and all such counterparts when delivered to the other party and taken together shall be deemed to be one original.

**[COUNTERPART SIGNATURE PAGES FOLLOW]**

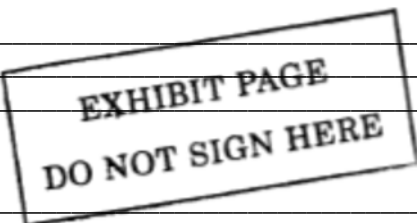
**EXHIBIT N**

IN WITNESS WHEREOF, this Sublease has been duly executed by the parties hereto as of the day and year first above written.

**SUBLANDLORD:**

**WENDY'S PROPERTIES, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Legal Approved: \_\_\_\_\_

Portfolio Management Approved: \_\_\_\_\_

STATE OF OHIO  
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_ by \_\_\_\_\_ and \_\_\_\_\_,

of **WENDY'S PROPERTIES, LLC**, a Delaware limited liability company, on behalf of the limited liability company.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**EXHIBIT N**

**SUBTENANT:**

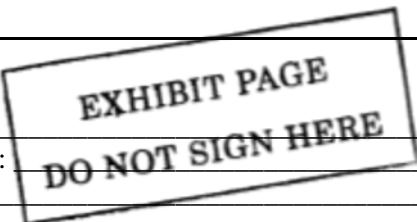
\_\_\_\_\_

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

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

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

\_\_\_\_\_



STATE OF  
COUNTY OF

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_ with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged to be such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained as and for the company.

WITNESS my hand and official seal at office this \_\_\_\_ day of \_\_\_\_\_, 202\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

(NOTARY SEAL)



## **EXHIBIT N**

### **ACKNOWLEDGMENT OF CROSS DEFAULT PROVISIONS**

The undersigned hereby join in the execution of this Sublease for the purpose of acknowledging the cross default provisions contained in Section 19 hereof.

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**EXHIBIT N**

**EXHIBIT A TO BTS SUBLEASE**

**Legal Description of Real Property**

# EXHIBIT N

## EXHIBIT B TO BTS SUBLEASE

### SUBLEASE GUARANTY

In order to induce \_\_\_\_\_ (the “Sublandlord”) to enter into the Build-to-Suit Sublease Agreement dated as of \_\_\_\_\_ (the “Sublease”), among the Sublandlord, \_\_\_\_\_ (the “Subtenant”) \_\_\_\_\_ **and** \_\_\_\_\_ (collectively, the “Guarantors” and individually an “Guarantor”), and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, **[each of]** the Guarantor[s] hereby **[jointly and jointly and severally]** covenants and agrees as follows with and in favor of the Sublandlord (unless otherwise defined herein, capitalized terms used herein shall have the same meaning as attributed to them in the Sublease):

1. (a) Each Guarantor hereby covenants and agrees with the Sublandlord that at all times during the Sublease Term and any extensions or renewals thereof or overholding by the Subtenant of the Premises, it will: (i) make the due and punctual payment of all Rent, monies, charges and other amounts of any kind whatsoever payable under the Sublease by the Subtenant whether to the Sublandlord or otherwise; (ii) effect prompt and complete performance and observance of all and singular the terms, covenants and conditions contained in the Sublease on the part of the Subtenant to be kept, observed and performed; and (iii) indemnify and save harmless the Sublandlord from any loss, costs or damages arising out of any failure by the Subtenant and the Guarantor to pay Rent, monies, charges and other amounts of any kind whatsoever payable under the Sublease or resulting from any failure by the Subtenant and the Guarantor to observe or perform any of the terms, covenants and conditions contained in the Sublease.

(b) Each of the Guarantor’s covenants and obligations set out in Section 1(a) above will not be affected by any disaffirmance, disclaimer, repudiation, rejection, termination or unenforceability of the Sublease or by any other event or occurrence which would have the effect at law of terminating any obligations of the Subtenant prior to the termination of the Sublease or the enforcement of the Sublandlord’s rights and remedies pursuant to the Sublease or at law whether pursuant to court proceedings or otherwise and no surrender of the Sublease to which the Sublandlord has not provided its written consent (all of which are referred to collectively and individually in this Sublease Guaranty as an “Unexpected Termination”), and the occurrence of any such Unexpected Termination shall not reduce the period of time in which the Guarantor’s covenants and obligations hereunder apply, which period of time includes, for greater certainty, that part of the Sublease Term and any extensions or renewals thereof which would have followed had the Unexpected Termination not occurred.

2. This Sublease Guaranty and each of the Guarantor’s obligations hereunder are absolute and unconditional and the obligations each of the Guarantors and the rights of the Sublandlord under this Sublease Guaranty shall not be prejudiced, waived, released, discharged, mitigated, impaired or affected by: (a) any waiver by or failure of the Sublandlord to enforce any of the terms, covenants and conditions contained in the Sublease; (b) any assignment, sub-subletting or licensing of the Sublease by the Subtenant or by any trustee, receiver, receiver and manager, liquidator or any other entity (a “Transfer”); (c) any consent which the Sublandlord gives to any such Transfer; (d) the disaffirmance, repudiation, disavowal, rejection, disclaimer, unenforceability or earlier termination of the Sublease by the Subtenant or any Transferee, or any receiver, receiver and manager, interim receiver, coordinator, liquidator, monitor or trustee of the Subtenant or of any Transferee; (e) the expiration of the Sublease Term; (f) any extension of time, overholding by the Subtenant, indulgences or modifications which the Sublandlord extends to or makes with the Subtenant or any other Guarantor in respect of the performance of any of the obligations of the Subtenant or any other Guarantor (or any other obligated entity) under the Sublease; (g) any amendment, supplement, extension, renewal, restatement and/or replacement the Sublease from time to time with or without the Guarantor’s knowledge or consent; (h) any Unexpected Termination; and/or (i) any release or

## EXHIBIT N

reduction in the obligations of the Subtenant or any Transferor or Transferee or either Guarantor. Each of the Guarantors is jointly and jointly and severally liable for each of the Subtenant's obligations pursuant to the Sublease.

3. The Guarantor hereby expressly waives notice of the acceptance of this Sublease Guaranty and all notice of non-performance, non-payment or non-observance on the part of the Subtenant of the terms, covenants and conditions in the Sublease. Notwithstanding the foregoing but without prejudicing the foregoing, any notice which the Sublandlord desires to give to the Guarantor shall be sufficiently given if delivered to the Guarantor, or, if mailed, by prepaid registered mail addressed to the Guarantor at the Premises, or, at the Sublandlord's option, at the address, if any, set forth above and every such notice is deemed to have been given upon the day it was delivered, or if mailed, seventy-two (72) hours after the date it was mailed. Despite what is stated above, the Guarantor acknowledges that if its address is stipulated as a post office box or rural route number, then notice will be considered to have been sufficiently given to the Guarantor if delivered or sent by registered mail to the Premises or, where notice cannot be given in person upon the Premises, by posting the notice upon the Premises. The Guarantor may designate by notice in writing a substitute address for that set forth above and thereafter notice shall be directed to such substitute address. If two or more entities are named as Guarantor, such notice given hereunder or under the Sublease shall be deemed sufficiently given to all such entities if delivered or mailed in the foregoing manner to any one of such entities.

4. If a Default occurs or a default occurs under this Sublease Guaranty, the Guarantor waives all rights (if any) to require that the Sublandlord: (a) proceed against the Subtenant or the other Guarantor or pursue any rights or remedies against the Subtenant with respect to the Sublease or the other Guarantor hereunder; (b) proceed against or exhaust any security or other recourse of or against the Subtenant, or other persons (including any other person having, in any manner, guaranteeing the obligations of the Subtenant); or (c) pursue any other remedy whatsoever in the Sublandlord's power. The Sublandlord has the right to enforce this Sublease Guaranty regardless of the acceptance of additional security from the Subtenant or other persons and regardless of any release or discharge of the Subtenant or the Guarantor by the Sublandlord or by others or by operation of any law.

5. Without limiting the generality of the foregoing, the liability of the Guarantor under this Sublease Guaranty is not and is not deemed to have been waived, released, discharged, impaired or affected by reason of the release or discharge of the Subtenant in any receivership, bankruptcy, winding-up or other creditors' proceedings or any Unexpected Termination and shall continue with respect to the periods prior thereto and thereafter, for and with respect to the Sublease Term as if an Unexpected Termination or any receivership, bankruptcy, wind-up or other creditors' proceedings had not occurred, and in furtherance hereof, the Guarantor agrees, upon any such Unexpected Termination or any receivership, bankruptcy, wind-up or other creditors' proceedings, that the Guarantor shall, at the option of the Sublandlord, exercisable at any time after such Unexpected Termination or any receivership, bankruptcy, wind-up or other creditors' proceedings, become the Subtenant of the Sublandlord upon the same terms and conditions as are contained in the Sublease, applied *mutatis mutandis*. The liability of the Guarantor shall not be affected by any failure of the Sublandlord to exercise this option, nor by any repossession of the Premises by the Sublandlord provided, however, that the net payments received by the Sublandlord after deducting all costs and expenses of repossessing and reletting the Premises shall be credited from time to time by the Sublandlord against the indebtedness of the Guarantor hereunder and the Guarantor shall pay any balance owing to the Sublandlord from time to time immediately upon demand.

6. The Guarantor agrees that if the Sublease is repudiated, disclaimed or terminated in connection with or as a result of the bankruptcy or insolvency of any person, the Guarantor will, upon notice from the Sublandlord given within 10 days of such repudiation, disclaimer or termination, enter into a sublease with the Sublandlord for a term expiring on the date the Sublease would have expired but for the

## **EXHIBIT N**

repudiation, disclaimer or termination, and upon the terms and conditions which would have applied during the remainder of the Sublease Term had such Sublease not been repudiated, disclaimed or terminated. For certainty, the Guarantor shall take the Premises (as defined in the Sublease) in an "as is" condition and shall not be entitled to any rent free period, allowance, incentive or other inducement from the Sublandlord.

7. The obligations of each of the Guarantors under of this Sublease Guaranty are separate and independent the one of the other and shall give rise to separate and independent causes of action against the Guarantors in the event of any breach by the Guarantor of its obligations thereunder.

8. No action or proceedings brought or instituted under this Sublease Guaranty and no recovery in pursuance thereof shall be a bar or defense to any further action or proceeding which may be brought under this Sublease Guaranty by reason of any further default hereunder or in the performance and observance of the terms, covenants, provisions and conditions contained in the Sublease.

9. No modification of this Sublease Guaranty shall be effective unless the same is in writing and is executed by the Guarantor and by the two duly authorized representatives of the Sublandlord.

10. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) execute this Sublease Guaranty as Guarantor, the liability of each such individual, corporation, partnership or other business association hereunder is joint and joint and several. Similarly, if the Guarantor named in this Sublease Guaranty is a partnership or other business association, the members of which are by virtue of statutory or general law, subject to personal liability, the liability of each such member is joint and joint and several.

11. All of the terms, obligations and conditions of this Sublease Guaranty extend to and are binding upon the Guarantor, its heirs, executors, administrators, successors and assigns, and inure to the benefit of and may be enforced by the Sublandlord, its successors and assigns. Without limiting the generality of the foregoing, the Sublandlord may assign the benefit of this Sublease Guaranty to any person, in whole or in part, without notice to the Guarantor or other formality. Any assignment by the Sublandlord of any of its interest in the Sublease shall operate automatically as an assignment to the assignee of the benefit of this Sublease Guaranty to the same extent to the same assignee, without notice to the Guarantor or other formality.

12. If any part of this Sublease Guaranty or any part of any part of this Sublease Guaranty or the application thereof to any person or in any circumstance is to any extent held or rendered invalid, unenforceable or illegal, that part:

(a) is independent of the remainder of this Sublease Guaranty and is severable it, and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of this Sublease Guaranty; and

(b) continues to be applicable to and enforceable to the fullest extent permitted by law against any person and in any circumstance except those as to which it has been held or rendered invalid, unenforceable or illegal.

13. Each Guarantor acknowledges that all provisions of this Sublease Guaranty have been fully and freely discussed and negotiated and that the execution of this present Sublease Guaranty constitutes and is deemed to constitute full and final proof of the foregoing.

14. Each Guarantor acknowledges that it has read, examined, understood and approved all the provisions of the Sublease and that a copy thereof has been remitted to the Guarantor and the Guarantor

## **EXHIBIT N**

further acknowledges having obtained all information useful or necessary to take an enlightened decision to execute this Sublease Guaranty. Each Guarantor confirms that he/she was advised to obtain independent legal advice by the Sublandlord prior to executing the Sublease and this Sublease Guaranty.

15. Words used in this Sublease Guaranty importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and vice versa and words importing the neuter gender shall include individuals, firms and corporations.

16. Time is of the essence of this Sublease Guaranty and the mere lapse of time in the performance by the Guarantor of any of its obligations under this Sublease Guaranty shall constitute the Guarantor in default.

17. This Sublease Guaranty shall be construed in accordance with the laws of the State of Delaware and the Guarantor hereby submits to the jurisdiction of the Courts of the State in which the Premises are located in any action or proceeding whatsoever by the Sublandlord to enforce its rights hereunder.

18. Each Guarantor agrees to execute such further assurances in connection with this Sublease Guaranty as the Sublandlord may require without limiting the foregoing, each Guarantor shall forthwith upon demand execute all documentation required of the Subtenant in connection with the Sublease provided that, the failure of the Sublandlord to require the Guarantor to execute said documentation and/or the Guarantor's failure to do so shall not reduce the Guarantor's obligations hereunder.

19. This Sublease Guaranty is the sole agreement between the Sublandlord and the Guarantor relating to the indemnity and there are no other written or verbal agreements or representations relating thereto. This Sublease Guaranty may not be amended except in writing and signed by the Guarantor and two authorized representatives of the Sublandlord.

**[SIGNATURE PAGE FOLLOWS]**

**EXHIBIT N**

**IN WITNESS WHEREOF** the undersigned have executed this Sublease Guaranty as of \_\_\_\_\_, 202\_.

**[GUARANTOR]**

Per: \_\_\_\_\_

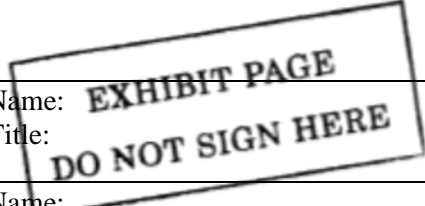
Name: \_\_\_\_\_

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

Per: \_\_\_\_\_

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

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



**EXHIBIT N**

**EXHIBIT C TO BTS SUBLEASE**

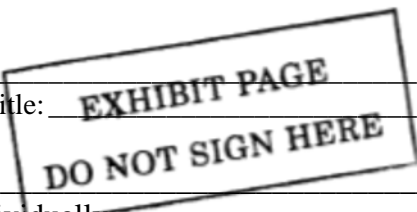
**GENERAL RELEASE OF ALL CLAIMS**

This GENERAL RELEASE OF ALL CLAIMS is made effective this \_\_\_\_ day of \_\_\_\_\_, 202\_. As a requirement of and in consideration for the willingness on the part of **Wendy’s Properties, LLC** to enter into a Prime Lease and Sublease pursuant to that BtS Agreement dated \_\_\_\_\_, 202\_ with the undersigned, and as requested by the undersigned, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, individually and collectively, hereby unconditionally RELEASE, DISCHARGE and ACQUIT Quality Is Our Recipe, LLC, a Delaware limited liability company (“**Franchisor**”), its past and present shareholders, officers, directors, employees, successors, affiliates, assigns, agents, and subsidiaries from any and all liabilities, claims, damages, demands, costs, indebtedness, expenses, debts, indemnities, compensation, suits, controversies, actions and causes of action of any kind whatsoever, whether developed or undeveloped, known or unknown, fixed or contingent, regarding or arising out of any prior or existing franchise agreement or any other agreement or document executed by any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), any Wendy’s restaurant (whether currently or previously owned or operated by the undersigned or any of them), the franchise relationship, or any other prior or existing business relationship between any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), which the undersigned or any of them individually or collectively has asserted, may have asserted or could have asserted against Franchisor (or any of the aforementioned related parties) at any time up to the date of this GENERAL RELEASE OF ALL CLAIMS, including specifically, without limitation, claims under the Sherman and Clayton Acts and the anti-trust Laws of the United States, and claims arising from contract, written or oral communications, alleged misstatements of fact, indebtedness of any kind or nature, and acts of negligence whether active or passive. This GENERAL RELEASE OF ALL CLAIMS shall survive the assignment or termination of any of the franchise agreements or other documents entered into by and between Franchisor and any of the undersigned. This GENERAL RELEASE OF ALL CLAIMS is not intended as a waiver of those rights of the undersigned which cannot be waived under applicable state franchise laws.

WITNESS:

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

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



Individually



# EXHIBIT N

## EXHIBIT C TO BTS AGREEMENT

### BUILD-TO-SUIT PROGRAM ADDENDUM

(U.S.)

This BUILD-TO-SUIT PROGRAM ADDENDUM (“**Addendum**”) is executed in Dublin, Ohio, on the date referenced below, by and between QUALITY IS OUR RECIPE, LLC, a Delaware limited liability company (“**Franchisor**”) and \_\_\_\_\_, (*collectively*, “**Franchisee**”); and \_\_\_\_\_ (“**Guarantor**”).

WHEREAS, Franchisor and Franchisee and/or one or more of Franchisee’s affiliates are parties to that certain Build-to-Suit Letter of Agreement dated \_\_\_\_\_, 20\_\_ (the “**BtS Agreement**”), pursuant to which Franchisor will perform certain services, including the Real Estate Development Services described therein;

WHEREAS, Franchisor and Franchisee (*and Guarantor*) are, concurrently herewith, entering into a Unit Franchise Agreement (the “**Franchise Agreement**”), which provides Franchisee with the franchise and licensed rights to open and operate a Wendy’s Branded Restaurant located at \_\_\_\_\_ (Contract-Site # \_\_\_\_\_) (the “**Restaurant**”);

WHEREAS, in partial consideration for Franchisor’s Real Estate Development Services, Franchisee has agreed to an increased royalty payable to Franchisor; and

WHEREAS, Franchisor and Franchisee (*and Guarantor*) desire to modify the Franchise Agreement to document such increased royalty in accordance with the terms of this Addendum.

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, mutually agree as follows:

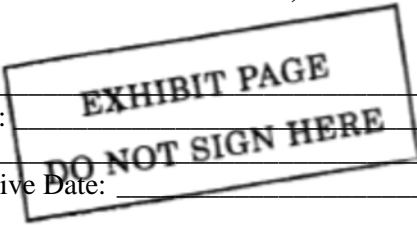
1. Section 5.2. of the Franchise Agreement is hereby modified such that the monthly royalty fee payable by Franchisee for sales after the Restaurant opens and during the entire term of franchise rights, including any renewal periods, will be an amount equal to 6% of the Restaurant’s previous month’s Gross Sales. The balance of Section 5.2. remains unchanged as set forth in the Franchise Agreement.
2. Capitalized terms used but not defined herein shall have the meanings given to them in the Franchise Agreement.
3. Electronic and facsimile signatures, including scanned signatures or the use of a keypad, mouse, or other device to select an item, button, icon or similar act/action, will be considered as binding and conclusive as if original; provided, however, that upon request of any other party hereto, the party so executing must use all commercially reasonable efforts to furnish to such other party a manually executed version of this Addendum at the earliest opportunity.
4. This Addendum sets forth the entire understanding between the parties concerning the subject matter hereof and incorporates all prior negotiations and understandings. Except as specifically set forth herein, all other terms and conditions of the Franchise Agreement shall remain in full force and effect.

**EXHIBIT N**

IN WITNESS WHEREOF, this Addendum is effective as of the date it is executed by Franchisor.

**FRANCHISOR:  
QUALITY IS OUR RECIPE, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Effective Date: \_\_\_\_\_



Legal Dept. \_\_\_\_\_

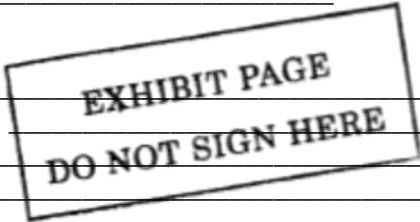
*(Signatures continued next page)*

# EXHIBIT N

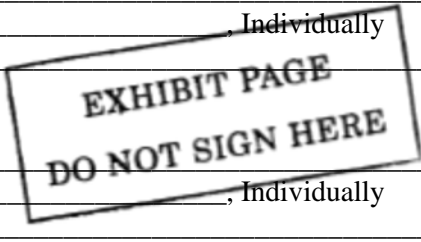
*(Signatures continued from previous page)*

## FRANCHISEE:

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



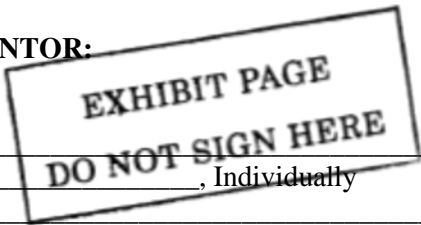
\_\_\_\_\_, Individually  
Date: \_\_\_\_\_



\_\_\_\_\_, Individually  
Date: \_\_\_\_\_

## GUARANTOR:

\_\_\_\_\_  
\_\_\_\_\_, Individually  
Date: \_\_\_\_\_



## EXHIBIT O

### NEW RESTAURANT DEVELOPMENT INCENTIVE PROGRAM ADDENDUM

(U.S. – Base Incentive – 2021-22)

This NEW RESTAURANT DEVELOPMENT INCENTIVE PROGRAM ADDENDUM (“**Addendum**”) is executed in Dublin, Ohio, on the date referenced below, by and between QUALITY IS OUR RECIPE, LLC, a Delaware limited liability company (“**Franchisor**”) and \_\_\_\_\_ (collectively, “**Franchisee**”); and \_\_\_\_\_ (“**Guarantor**”).

WHEREAS, Franchisor and Franchisee (*and Guarantor*) are, concurrently herewith, entering into a Unit Franchise Agreement (“**Franchise Agreement**”), which provides Franchisee with the franchise and licensed rights to open and operate a “Wendy’s”/“Wendy’s Old Fashioned Hamburgers” restaurant located at \_\_\_\_\_ (Contract-Site # \_\_\_\_\_) (“**Restaurant**”);

WHEREAS, Franchisor has established an incentive program for qualifying franchisees that open a new restaurant between January 4, 2021 and December 31, 2022 (the “**New Restaurant Development Incentive Program**”);

WHEREAS, because the Restaurant is a new restaurant opening between January 4, 2021 and December 31, 2022 with an approved building design, Franchisee is entitled to the benefits of the New Restaurant Development Incentive Program; and

WHEREAS, Franchisor and Franchisee (*and Guarantor*) desire to modify the Franchise Agreement to document such benefits in accordance with the terms of this Addendum.

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, mutually agree as follows:

1. The Technical Assistance Fee referenced in Section 5.1 of the Franchise Agreement is hereby waived.
2. [Optional for Conversions Only: Section 5.2. of the Franchise Agreement is hereby modified such that the monthly royalty fee payable by Franchisee for sales during the first 12 months after the Restaurant opens will be an amount equal to 2% of the Gross Sales of the Restaurant during the preceding month, and the monthly royalty fee payable by Franchisee for sales during the immediately succeeding 12-month period will be an amount equal to 3% of the Gross Sales of the Restaurant during the preceding month. The monthly royalty fee will increase to the standard rate of 4% of the Gross Sales of the Restaurant after the expiration of the forgoing 24-month period (effective on the second anniversary of the “Opening Date” of the Restaurant as defined in Section 3.5 of the Franchise Agreement). The balance of Section 5.2. remains unchanged as set forth in the Franchise Agreement.]
3. Sections 5.3, 13.1, 13.1.A., and 13.1.B. of the Franchise Agreement are hereby modified such that the monthly WNAP contribution payable by Franchisee for sales during the first

**EXHIBIT O**

24 months after the Restaurant opens will be reduced by two percent (2%) compared to the systemwide standard contribution obligation.

This means that for sales of the Restaurant during the first 24 months after the Restaurant opens, the total 4% Advertising Contribution will be allocated such that (a) Franchisee shall contribute to WNAP on a monthly basis an amount equal to 1.5% of the Gross Sales of the Restaurant during the preceding month, and (b) Franchisee shall contribute and/or spend, for the purpose of local advertising and promotion, on a monthly basis, an amount equal to 0.5% of the Gross Sales of the Restaurant during the preceding month. Upon the expiration of the foregoing 24-month period (*effective on the second anniversary of the "Opening Date" of the Restaurant as defined in Section 3.5 of the Franchise Agreement*), the allocation of the total 4% Advertising Contribution will revert to the current allocation, such that (x) Franchisee shall contribute to WNAP on a monthly basis an amount equal to 3.5% of the Gross Sales of the Restaurant during the preceding month, and (y) Franchisee shall contribute and/or spend, for the purpose of local advertising and promotion, on a monthly basis, an amount equal to 0.5% of the Gross Sales of the Restaurant during the preceding month.

The balance of Sections 5.3, 13.1, 13.1.A., and 13.1.B. remain unchanged as set forth in the Franchise Agreement.

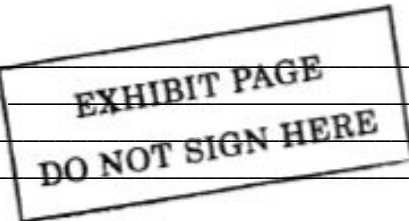
- 4. Capitalized terms used but not defined herein shall have the meanings given to them in the Franchise Agreement.
- 5. This Addendum sets forth the entire understanding between the parties concerning the subject matter hereof and incorporates all prior negotiations and understandings. Except as specifically set forth herein, all other terms and conditions of the Franchise Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Addendum is effective as of the date it is executed by Franchisor.

**FRANCHISOR:**

**QUALITY IS OUR RECIPE, LLC**

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



Legal Dept. \_\_\_\_\_

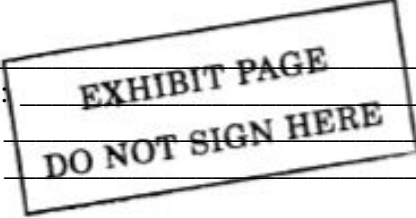
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**EXHIBIT O**

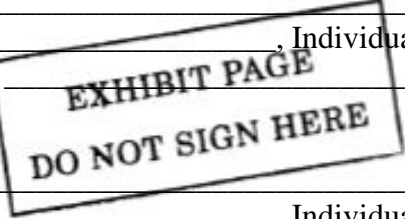
*(Signatures continued from previous page)*

**FRANCHISEE:**

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



\_\_\_\_\_, Individually  
Date: \_\_\_\_\_



\_\_\_\_\_, Individually  
Date: \_\_\_\_\_

**GUARANTOR:**



\_\_\_\_\_, Individually  
Date: \_\_\_\_\_

## EXHIBIT P-1

### DRIVE THRU ONLY AND DRIVE THRU ONLY+ EARLY ADOPTER AGREEMENT

*(U.S. – Drive Thru Only and Drive Thru Only+ New Build)*

This **DRIVE THRU ONLY AND DRIVE THRU ONLY+ EARLY ADOPTER AGREEMENT** (this “**Agreement**”) is entered into by and between **WENDY’S INTERNATIONAL, LLC**, an Ohio limited liability company (“**WIL**”), in its capacity as manager on behalf of the franchisor of the Wendy’s® restaurant system, Quality Is Our Recipe, LLC (“**Franchisor**”), and \_\_\_\_\_ (“**Franchisee**”).

A. Franchisor and Franchisee, independently or together with its affiliates, are parties to one or more existing franchise agreements (the “**Existing Franchise Agreements**”), pursuant to which Franchisee, independently or together with its affiliates, directly or indirectly owns and operates one or more “Wendy’s”/“Wendy’s Old Fashioned Hamburgers” restaurants.

B. WIL has developed new experimental prototype designs for (i) a drive thru only restaurant building with no dining room or interior access to customers (“**DTO Design**”) and (ii) a drive thru only restaurant building with no dining room or interior access to customers and with a small designated area for customer ordering, pickup, and carryout (“**DTO+ Design**” and collectively referred to herein with the DTO Design as the “**DTO Designs**”) that contain less square footage and may include new equipment, configurations, systems, and/or technology solutions than the current standard restaurant buildings in the Wendy’s system; and to expedite WIL’s review and evaluation of the actual costs and expenses associated with the DTO Designs and the potential financial and operational impact of the DTO Designs on all aspects of Wendy’s restaurants, WIL has established an early adopter program for qualifying franchisees that wish to use one or both of the DTO Designs in connection with the construction of one or more restaurants (the “**DTO Early Adopter Program**”).

C. Franchisee desires to participate in the DTO Early Adopter Program and use one of the DTO Designs in connection with the development and construction of a “Wendy’s” restaurant **to be located at \_\_\_\_\_ (Wendy’s Site # \_\_\_\_\_) (“New Restaurant”).**<sup>1</sup>

D. WIL has determined that, as of the date of this Agreement, Franchisee is eligible to participate in the DTO Early Adopter Program and use one or both of the DTO Designs in connection with the development and construction of one or more New Restaurants upon the terms and conditions of this Agreement.

Now, therefore, in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WIL and Franchisee agree as follows:

1. This Agreement does not constitute a grant of franchise rights and should not be relied upon or construed by Franchisee as an assurance or guarantee by WIL or Franchisor that franchise rights for a New Restaurant will be granted. Franchisee must follow and comply with Franchisor’s standard policies and procedures for the potential development of a New Restaurant and request for franchise rights, and Franchisee must be both financially and operationally expandable as determined by Franchisor in its sole discretion at the time of such request. A grant of franchise rights for a New Restaurant can be consummated only by the execution of a new Unit Franchise Agreement (a “**New**

<sup>1</sup> Note to remove red language if no specific site identified at time of agreement and delete this footnote.

## EXHIBIT P-1

**Franchise Agreement**”) for such New Restaurant. Franchisee assumes all risk and liability for any expenses incurred in connection with this Agreement or the potential development of a New Restaurant prior to the execution of a New Franchise Agreement for such New Restaurant.

2. If Franchisor in its sole discretion elects to grant franchise rights to Franchisee for a New Restaurant, Franchisee will be required to execute a New Franchise Agreement for such New Restaurant, which New Franchise Agreement will govern the parties’ relationship with respect to the New Restaurant and be incorporated herein by reference.

3. The DTO Designs are new and unproven designs for the Wendy’s restaurant system that may include certain new equipment, configurations, systems, and/or technology solutions (including, without limitation, hardware, software, and firmware). The actual costs, expenses, and financial and operational impact of the DTO Designs and the required components thereof have not yet been determined. As of the date of this Agreement, WIL has not constructed, or has constructed a limited number of, restaurants with one or both of the DTO Designs in the United States. The construction of a New Restaurant with one of the DTO Designs entails financial, operational and other risks that Franchisee agrees to assume. There is no assurance or guarantee as to the profitability or success of a New Restaurant with one of the DTO Designs; and neither WIL nor Franchisor makes any representation of any kind in that regard. Franchisee represents that it has made its own independent assessment of the DTO Designs and assumes any and all financial and other risks associated with the construction and subsequent use and operation of a New Restaurant with the DTO Designs. Any projected costs provided to Franchisee in connection with the DTO Designs have been estimates only, and were not intended to, and should not, be relied upon or construed by Franchisee as a representation by WIL or Franchisor of the actual costs Franchisee can expect to incur to build a New Restaurant with the DTO Designs. Actual costs will vary and depend on a number of additional factors.

4. For WIL to gain valuable insight into the financial and operational impact of the DTO Designs, and for WIL to ensure that the DTO Designs satisfy Franchisor’s high operating standards with respect to quality and service, the design, construction, opening and operation of each New Restaurant will be subject to extensive review and evaluation by WIL on an ongoing basis. Franchisee will fully cooperate with WIL in this regard.

5. Any New Restaurant to be developed using one of the DTO Designs must be developed and constructed (a) in conjunction with Franchisor’s Franchise Development Program, and Franchisee agrees to enter into an FDP Agreement with Franchisor concurrently herewith and pay any required fees under the FDP, (b) in strict conformity with the plans and specifications prescribed by WIL for the DTO Designs, as may from time to time be amended by WIL, and (c) utilizing the Architects, MEP and Civil engineers and such other design and construction professionals approved by WIL. Franchisee will operate each New Restaurant in strict conformity with the standards and procedures prescribed by WIL and fully implement all of the equipment, operational components and other requirements associated with the DTO Designs. Any proposed deviation from WIL’s prescribed standards and procedures must be submitted in advance to WIL for its review and written approval, which approval may be withheld in WIL’s sole discretion. Failure to comply with WIL’s prescribed plans, specifications, standards and procedures without specific prior written approval from WIL may disqualify Franchisee from participating in the DTO Early Adopter Program and proceeding with the development of a New Restaurant with the DTO Designs, in addition to any other rights or remedies Franchisor may have under the New Franchise Agreement.



## EXHIBIT P-1

6. WIL will provide Franchisee with access via Gateway to preliminary plans and specifications for the DTO Design or DTO+ Design, as applicable and as selected by Franchisee. Franchisee at its expense must employ the services of Architects, MEP and Civil engineers and such other design and construction professionals approved by WIL to develop detailed site specific building plans and specifications for the construction of each New Restaurant strict conformity with the plans and specifications prescribed by WIL (the “**Site Specific Plans**”). The preliminary plans and specifications provided by WIL will not address the requirements of any federal, state or local law, code or regulation, including those of the Americans with Disabilities Act (the “**ADA**”) or similar laws or rules. Franchisee, working with its architect and/or engineer, is solely responsible for ensuring that each New Restaurant, as constructed, complies with all applicable laws, rules, regulations, ordinances, building codes, fire codes, permit requirements, including the ADA.

Franchisee must obtain WIL’s written approval of the Site Specific Plans prior to applying for all necessary entitlements, licenses, permits, approvals, etc. Franchisee understands and agrees that WIL’s approval of the Site Specific Plans will be based on compliance with WIL’s plans, specifications and standards for the DTO Designs, and WIL will not assess compliance with federal, state or local laws, rules or regulations, including the ADA.

7. Franchisee is solely responsible for any and all costs associated with developing, constructing, opening and operating each New Restaurant with one of the DTO Designs and implementing, installing, maintaining and repairing all required equipment, systems, technology solutions, and other components thereof. Franchisee will purchase all fixtures, furnishings, equipment, décor, signs, hardware, software, firmware, and materials only from suppliers specified or approved by WIL. Such costs to be borne by Franchisee for the development and construction of a New Restaurant with one of the DTO Designs may include guideline drawing construction documents and site adapt drawings. Either of the DTO Designs may be constructed with “stick built” construction or a container or modular unit; in the event Franchisee selects a container or modular unit, Franchisee shall be solely responsible to purchase such container or modular unit from a vendor approved by WIL.

8. Subject to Franchisee’s full and timely satisfaction of all of the terms and conditions of this Agreement and the New Franchise Agreement for each New Restaurant, Franchisee will be eligible to receive the then-current new restaurant development incentives, if any, being provided by Franchisor to franchisees completing the development and opening of a new restaurant.

9. Franchisee will provide to WIL, or allow WIL with direct access to, detailed sales, transaction log (TLOG), product unit, price and mix information, profit and loss statements, product/ingredient usage and variance information, operational feedback and information, service time data, customer feedback, and other data and information that WIL may reasonably request relative to Franchisee’s development, construction, opening and subsequent operation of each New Restaurant in a format acceptable to WIL on a weekly or more frequent basis for a reasonable period of at least two (2) years after a New Restaurant opens for business. Franchisee authorizes its back-office service provider to provide such information directly to WIL. Franchisee will also implement any customer reaction studies or surveys desired to be conducted by WIL in connection with the DTO Designs and follow WIL’s guidelines and procedures to conduct such studies or surveys.

10. Any plans and specifications prepared and submitted to WIL by or on behalf of Franchisee will be irrevocably licensed to WIL. WIL, its affiliates and other franchisees to whom WIL

## EXHIBIT P-1

gives such plans and specifications may use them without owing Franchisee any compensation or being liable to Franchisee in any way.

11. WIL considers information related to the DTO Designs to be proprietary and confidential information. Franchisee and its organization will keep this information in strict confidence in accordance with the confidentiality provisions contained in the Existing Franchise Agreements and will not disclose such information to any third-party without WIL's prior written consent, excepting only those parties reasonably requiring access to such information in order to design and construct a New Restaurant.

12. Franchisee assumes all risk of liability arising out of or otherwise connected with the DTO Designs, any equipment, configurations, systems, and/or technology solutions related to or specified for the DTO Designs, and the construction and operation of each New Restaurant. Franchisee hereby agrees to indemnify and hold harmless WIL and Franchisor, and each of their respective affiliates, successors, assigns, subsidiaries, officers, directors, employees and agents, from any and all claims, judgments, actions or expenses (including reasonable attorneys' fees), arising out of or otherwise connected with the DTO Designs, any equipment, configurations, systems, and/or technology solutions related to or specified for the DTO Designs, or the construction or operation of each New Restaurant.

13. This Agreement sets forth the entire agreement between the parties concerning Franchisee's request to participate in the DTO Early Adopter Program and develop and construct a New Restaurant with one or both of the DTO Designs and incorporates all prior discussions, negotiations, agreements and understandings. Except for those permitted to be made unilaterally by WIL hereunder, no alteration, amendment, change or addition to this Agreement will be binding unless in writing and signed by all of the parties.

14. This Agreement may be executed and exchanged by facsimile or electronic mail transmission and the facsimile or electronic mail copies of each party's respective signature will be binding as if the same were an original signature. This Agreement may also be executed through the use of electronic signature, which each party acknowledges is a lawful means of obtaining signatures in the United States. Each party agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. Each party further agrees that its use of a key pad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes its signature, acceptance and agreement as if actually signed by such party in writing.

The undersigned, signing on behalf of Franchisee, represents, warrants and agrees that (a) he or she is specifically authorized to sign and deliver this Agreement on behalf of all persons, corporations, partnerships and other legal entities constituting "Franchisee" under the Existing Franchise Agreements and (b) this Agreement constitutes a valid and binding legal obligation of all such persons, corporations, partnerships and other legal entities constituting "Franchisee" and "Guarantor" under the Existing Franchise Agreements.

## EXHIBIT P-1

IN WITNESS WHEREOF, this Agreement is effective as of the date it is signed by WIL.

**FRANCHISEE:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT PAGE  
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**WIL:**

**WENDY'S INTERNATIONAL, LLC,**  
in its capacity as manager on behalf of Quality Is  
Our Recipe, LLC

By: \_\_\_\_\_  
Steven Derwood  
VP, Global Design  
Date: \_\_\_\_\_

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## EXHIBIT P-2

### **GLOBAL 2.0 FREESTANDING DRIVE-THRU EARLY ADOPTER AGREEMENT**

*(U.S. – Global 2.0 Freestanding Drive-Thru New Build)*

This **GLOBAL 2.0 FREESTANDING DRIVE-THRU EARLY ADOPTER AGREEMENT** (this “**Agreement**”) is entered into by and between **WENDY’S INTERNATIONAL, LLC**, an Ohio limited liability company (“**WIL**”), in its capacity as manager on behalf of the franchisor of the Wendy’s® restaurant system, Quality Is Our Recipe, LLC (“**Franchisor**”), and \_\_\_\_\_ (“**Franchisee**”).

A. Franchisor and Franchisee, independently or together with its affiliates, are parties to one or more existing franchise agreements (the “**Existing Franchise Agreements**”), pursuant to which Franchisee, independently or together with its affiliates, directly or indirectly owns and operates one or more “Wendy’s”/“Wendy’s Old Fashioned Hamburgers” restaurants.

B. WIL has developed a new freestanding drive-thru restaurant concept (the “**Global 2.0 Design**”). The Global 2.0 Design is an evolution of the Smart 2.0 family of designs with a simplified exterior building aesthetic that includes a sculptural “W” element and a walk-up delivery aggregator window. The interior design of the Global 2.0 Design has a distinct design that includes a separation of the back of house from the front of house to create in improved atmosphere for customers and crew members, integrated mobile order pick-up, and new finish and art pack elements.

C. To expedite WIL’s review and evaluation of the actual costs and expenses associated with the Global 2.0 Design and the potential financial and operational impact of the Global 2.0 Design on all aspects of Wendy’s restaurants, WIL has established an early adopter program for qualifying franchisees that wish to use the Global 2.0 Design in connection with the construction of one or more restaurants (the “**Global 2.0 Early Adopter Program**”).

D. Franchisee desires to participate in the Global 2.0 Early Adopter Program and use the Global 2.0 Design in connection with the development and construction of a “Wendy’s” restaurant **to be located at \_\_\_\_\_ (Wendy’s Site # \_\_\_\_\_)** (“**New Restaurant**”).<sup>1</sup>

E. WIL has determined that, as of the date of this Agreement, Franchisee is eligible to participate in the Global 2.0 Early Adopter Program and use the Global 2.0 Design in connection with the development and construction of one or more New Restaurants upon the terms and conditions of this Agreement.

Now, therefore, in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WIL and Franchisee agree as follows:

1. This Agreement does not constitute a grant of franchise rights and should not be relied upon or construed by Franchisee as an assurance or guarantee by WIL or Franchisor that franchise rights for a New Restaurant will be granted. Franchisee must follow and comply with Franchisor’s standard policies and procedures for the potential development of a New Restaurant and request for franchise rights, and Franchisee must be both financially and operationally expandable as determined by Franchisor in its sole discretion at the time of such request. A grant of franchise rights for a New

<sup>1</sup> Note to remove red language if no specific site identified at time of agreement and delete this footnote.

## EXHIBIT P-2

Restaurant can be consummated only by the execution of a new Unit Franchise Agreement (a “**New Franchise Agreement**”) for such New Restaurant. Franchisee assumes all risk and liability for any expenses incurred in connection with this Agreement or the potential development of a New Restaurant prior to the execution of a New Franchise Agreement for such New Restaurant.

2. If Franchisor in its sole discretion elects to grant franchise rights to Franchisee for a New Restaurant, Franchisee will be required to execute a New Franchise Agreement for such New Restaurant, which New Franchise Agreement will govern the parties’ relationship with respect to the New Restaurant and be incorporated herein by reference.

3. The Global 2.0 Design is a new and unproven design for the Wendy’s restaurant system that may include certain new equipment, configurations, systems, and/or technology solutions (including, without limitation, hardware, software, and firmware). The actual costs, expenses, and financial and operational impact of the Global 2.0 Design and the required components thereof have not yet been determined. As of the date of this Agreement, WIL has not constructed, or has constructed a limited number of, restaurants with the Global 2.0 Design in the United States. The construction of a New Restaurant with the Global 2.0 Design entails financial, operational and other risks that Franchisee agrees to assume. There is no assurance or guarantee as to the profitability or success of a New Restaurant with the Global 2.0 Design; and neither WIL nor Franchisor makes any representation of any kind in that regard. Franchisee represents that it has made its own independent assessment of the Global 2.0 Design and assumes any and all financial and other risks associated with the construction and subsequent use and operation of a New Restaurant with the Global 2.0 Design. Any projected costs provided to Franchisee in connection with the Global 2.0 Design have been estimates only, and were not intended to, and should not, be relied upon or construed by Franchisee as a representation by WIL or Franchisor of the actual costs Franchisee can expect to incur to build a New Restaurant with the Global 2.0 Design. Actual costs will vary and depend on a number of additional factors.

4. For WIL to gain valuable insight into the financial and operational impact of the Global 2.0 Design, and for WIL to ensure that the Global 2.0 Design satisfies Franchisor’s high operating standards with respect to quality and service, the design, construction, opening and operation of each New Restaurant will be subject to extensive review and evaluation by WIL on an ongoing basis. Franchisee will fully cooperate with WIL in this regard.

5. Any New Restaurant to be developed using the Global 2.0 Design must be developed and constructed (a) in strict conformity with the plans and specifications prescribed by WIL for the Global 2.0 Design, as may from time to time be amended by WIL, and (b) utilizing the Architects, MEP and Civil engineers and such other design and construction professionals approved by WIL. Franchisee will operate each New Restaurant in strict conformity with the standards and procedures prescribed by WIL and fully implement all of the equipment, operational components and other requirements associated with the Global 2.0 Design. Any proposed deviation from WIL’s prescribed standards and procedures must be submitted in advance to WIL for its review and written approval, which approval may be withheld in WIL’s sole discretion. Failure to comply with WIL’s prescribed plans, specifications, standards and procedures without specific prior written approval from WIL may disqualify Franchisee from participating in the Global 2.0 Early Adopter Program and proceeding with the development of a New Restaurant with the Global 2.0 Design, in addition to any other rights or remedies Franchisor may have under the New Franchise Agreement.

## EXHIBIT P-2

6. WIL will provide Franchisee with access via Gateway to preliminary plans and specifications for the Global 2.0 Design, as applicable and as selected by Franchisee. Franchisee at its expense must employ the services of Architects, MEP and Civil engineers and such other design and construction professionals approved by WIL to develop detailed site specific building plans and specifications for the construction of each New Restaurant strict conformity with the plans and specifications prescribed by WIL (the “**Site Specific Plans**”). The preliminary plans and specifications provided by WIL will not address the requirements of any federal, state or local law, code or regulation, including those of the Americans with Disabilities Act (the “**ADA**”) or similar laws or rules. Franchisee, working with its architect and/or engineer, is solely responsible for ensuring that each New Restaurant, as constructed, complies with all applicable laws, rules, regulations, ordinances, building codes, fire codes, permit requirements, including the ADA.

Franchisee must obtain WIL’s written approval of the Site Specific Plans prior to applying for all necessary entitlements, licenses, permits, approvals, etc. Franchisee understands and agrees that WIL’s approval of the Site Specific Plans will be based on compliance with WIL’s plans, specifications and standards for the Global 2.0 Design, and WIL will not assess compliance with federal, state or local laws, rules or regulations, including the ADA.

7. Franchisee is solely responsible for any and all costs associated with developing, constructing, opening and operating each New Restaurant with one of the Global 2.0 Design and implementing, installing, maintaining and repairing all required equipment, systems, technology solutions, and other components thereof. Franchisee will purchase all fixtures, furnishings, equipment, décor, signs, hardware, software, firmware, and materials only from suppliers specified or approved by WIL. Such costs to be borne by Franchisee for the development and construction of a New Restaurant with the Global 2.0 Design may include guideline drawing construction documents and site adapt drawings.

8. Subject to Franchisee’s full and timely satisfaction of all of the terms and conditions of this Agreement and the New Franchise Agreement for each New Restaurant, Franchisee will be eligible to receive the then-current new restaurant development incentives, if any, being provided by Franchisor to franchisees completing the development and opening of a new restaurant.

9. Franchisee will provide to WIL, or allow WIL with direct access to, detailed sales, transaction log (TLOG), product unit, price and mix information, profit and loss statements, product/ingredient usage and variance information, operational feedback and information, service time data, customer feedback, and other data and information that WIL may reasonably request relative to Franchisee’s development, construction, opening and subsequent operation of each New Restaurant in a format acceptable to WIL on a weekly or more frequent basis for a reasonable period of at least two (2) years after a New Restaurant opens for business. Franchisee authorizes its back-office service provider to provide such information directly to WIL. Franchisee will also implement any customer reaction studies or surveys desired to be conducted by WIL in connection with the Global 2.0 Design and follow WIL’s guidelines and procedures to conduct such studies or surveys.

10. Any plans and specifications prepared and submitted to WIL by or on behalf of Franchisee will be irrevocably licensed to WIL. WIL, its affiliates and other franchisees to whom WIL gives such plans and specifications may use them without owing Franchisee any compensation or being liable to Franchisee in any way.

## EXHIBIT P-2

11. WIL considers information related to the Global 2.0 Design to be proprietary and confidential information. Franchisee and its organization will keep this information in strict confidence in accordance with the confidentiality provisions contained in the Existing Franchise Agreements and will not disclose such information to any third-party without WIL's prior written consent, excepting only those parties reasonably requiring access to such information in order to design and construct a New Restaurant.

12. Franchisee assumes all risk of liability arising out of or otherwise connected with the Global 2.0 Design, any equipment, configurations, systems, and/or technology solutions related to or specified for the Global 2.0 Design, and the construction and operation of each New Restaurant. Franchisee hereby agrees to indemnify and hold harmless WIL and Franchisor, and each of their respective affiliates, successors, assigns, subsidiaries, officers, directors, employees and agents, from any and all claims, judgments, actions or expenses (including reasonable attorneys' fees), arising out of or otherwise connected with the Global 2.0 Design at any New Restaurant opened by Franchisee or its affiliate, any equipment, configurations, systems, and/or technology solutions related to or specified for the Global 2.0 Design, or the construction or operation of each New Restaurant at any New Restaurant opened by Franchisee or its affiliate. For the avoidance of doubt, Franchisee's obligations under this Paragraph 12 are limited to claims, judgments, actions or expenses arising in connection with or otherwise related to a New Restaurant opened by Franchisee or its affiliate and not arising in connection with or otherwise related to the Global 2.0 Design at any other "Wendy's"/"Wendy's Old Fashioned Hamburgers" restaurant.

13. This Agreement sets forth the entire agreement between the parties concerning Franchisee's request to participate in the Global 2.0 Early Adopter Program and develop and construct a New Restaurant with the Global 2.0 Design and incorporates all prior discussions, negotiations, agreements and understandings. Except for those permitted to be made unilaterally by WIL hereunder, no alteration, amendment, change or addition to this Agreement will be binding unless in writing and signed by all of the parties.

14. This Agreement may be executed and exchanged by facsimile or electronic mail transmission and the facsimile or electronic mail copies of each party's respective signature will be binding as if the same were an original signature. This Agreement may also be executed through the use of electronic signature, which each party acknowledges is a lawful means of obtaining signatures in the United States. Each party agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. Each party further agrees that its use of a key pad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes its signature, acceptance and agreement as if actually signed by such party in writing.

The undersigned, signing on behalf of Franchisee, represents, warrants and agrees that (a) he or she is specifically authorized to sign and deliver this Agreement on behalf of all persons, corporations, partnerships and other legal entities constituting "Franchisee" under the Existing Franchise Agreements and (b) this Agreement constitutes a valid and binding legal obligation of all such persons, corporations, partnerships and other legal entities constituting "Franchisee" and "Guarantor" under the Existing Franchise Agreements.

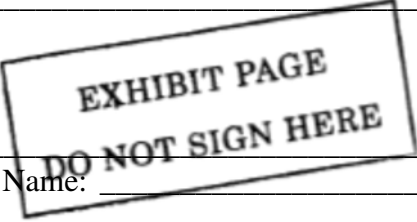
**EXHIBIT P**

IN WITNESS WHEREOF, this Agreement is effective as of the date it is signed by WIL.

**FRANCHISEE:**

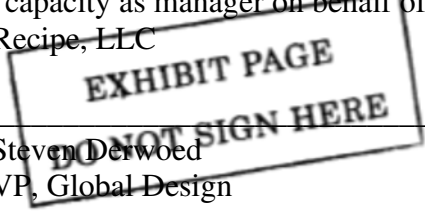
**WIL:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**WENDY'S INTERNATIONAL, LLC,**  
in its capacity as manager on behalf of Quality Is  
Our Recipe, LLC

\_\_\_\_\_  
By: \_\_\_\_\_  
Steven Derwood  
VP, Global Design  
Date: \_\_\_\_\_





# EXHIBIT Q

Street Address  
City, State  
Wendy's Site # \_\_\_\_\_

## LEASE AGREEMENT

This **LEASE AGREEMENT** (this "**Lease**"), dated and effective as of \_\_\_\_\_, 202\_\_ (the "**Effective Date**"), is entered into by and between **WENDY'S PROPERTIES, LLC**, a Delaware limited liability company ("**Landlord**"), and \_\_\_\_\_, a \_\_\_\_\_ ("**Tenant**").

### RECITALS

A. Landlord is the fee owner of certain property located at \_\_\_\_\_, being more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**Real Property**"), together with all improvements and betterments now or hereafter located thereon, which Real Property is improved with a "Wendy's" / "Wendy's Old Fashioned Hamburgers" restaurant building and related improvements (the "**Restaurant**" and, collectively with the Real Property and other improvements, the "**Premises**").

B. Simultaneously herewith, and pursuant to that certain Asset Purchase Agreement (the "**Purchase Agreement**"), dated as of \_\_\_\_\_, 202\_\_, by and among Landlord's affiliate, \_\_\_\_\_ ("**Guarantor**"), Tenant and \_\_\_\_\_, individually (the "**Guarantor**"), Tenant has purchased from \_\_\_\_\_ all of \_\_\_\_\_'s right, title and interest in and to the furniture, fixtures and equipment located at the Restaurant as of the Effective Date that are used in the operation of the Restaurant (collectively, the "**Equipment**").

C. Tenant, as franchisee, Guarantor, as guarantor, and Landlord's affiliate, Quality Is Our Recipe, LLC ("**Franchisor**"), as franchisor, have entered or will enter into that certain Unit Franchise Agreement for the operation of the Restaurant, including, without limitation, all addenda, supplements, letters of agreement and letters of understanding with respect thereto (collectively, the "**Franchise Agreement**").

D. Landlord desires to lease the Premises to Tenant and Tenant desires to lease the Premises from Landlord on the terms and conditions set forth in this Lease.

E. As a material inducement to Landlord to enter into this Lease, each Guarantor has simultaneously executed and delivered to Landlord a Guaranty of Lease Agreements in the form attached hereto as **Exhibit B** (the "**Guaranty**").

**NOW, THEREFORE**, in consideration of the agreements, covenants, representations and undertakings contained herein, Landlord and Tenant hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals portion of this Lease set forth above is hereby incorporated by this reference as fully as though it were here set forth and rewritten.

2. **Lease of the Premises.** For the terms, at the rent and upon the provisions and conditions contained in this Lease, Landlord does hereby lease, demise and let to Tenant the Premises, and Tenant hereby leases and rents the Premises from Landlord. TENANT ACCEPTS THE PREMISES IN AN "AS IS" AND "WHERE IS" CONDITION, SUBJECT TO THE RIGHTS OF PARTIES IN POSSESSION, TO THE EXISTING STATE OF TITLE, ANY STATE OF FACTS THAT AN ACCURATE SURVEY OR PHYSICAL INSPECTION MIGHT REVEAL, AND ALL APPLICABLE REGULATIONS NOW OR HEREAFTER IN EFFECT, AND IN RELIANCE ON ITS OWN INVESTIGATIONS. LANDLORD MAKES NO EXPRESS OR IMPLIED STATEMENTS, REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF THE PREMISES AND HEREBY DISCLAIMS THE SAME.

## EXHIBIT Q

Street Address  
City, State  
Wendy's Site # \_\_\_\_\_

### 3. Term.

(a) Original Term. The initial term of this Lease shall commence on the Effective Date and expire on the last day of the [twentieth (20<sup>th</sup>)] Lease Year (the "**Original Term**", together with any extension or renewal options if granted and exercised as provided herein, being the "**Term**"). "**Lease Year**" means each twelve (12) month period during the Term starting with the twelve (12) month period beginning on the Effective Date or, if the same does not fall on the first (1<sup>st</sup>) day of a month, beginning on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) full month following the Effective Date (in which event the first (1<sup>st</sup>) Lease Year shall also include any period between the Effective Date and the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) full month thereafter).

#### (b) Extensions to the Term.

(i) Unless cancelled pursuant to subsection (ii) or (iii) below, this Lease shall automatically be extended for a renewal term of [ten (10)] years commencing upon the expiration of the Original Term (the "Renewal Term"). All of the terms, covenants and conditions of this Lease shall continue in full force and effect during the Renewal Term, except that the Fixed Annual Rent (as defined below) during the Renewal Term shall be adjusted and paid as may be set forth in this Lease.

(ii) Tenant may elect to cancel the Renewal Term of this Lease by providing a cancellation notice to Landlord in accordance with Section 20 at any time prior to the date that is one hundred eighty (180) days prior to the expiration of the Original Term.

(iii) The Renewal Term shall be automatically cancelled and of no force or effect if, at the time that the Renewal Term is to begin: (A) Tenant or Guarantor is in default under this Lease, the Franchise Agreement, or any other agreements, leases, guarantees, notes or other obligations between or among Tenant or Guarantor, on the one hand, and Landlord or Franchisor or any of their respective subsidiaries or affiliates, on the other hand (together with the Franchise Agreement, the "Related Agreements"); (B) the Franchise Agreement has expired or terminated for any reason or (C) the term of the Franchise Agreement is scheduled to expire or terminate (after giving effect to any extensions or renewals thereof) prior to the end of the Renewal Term.

(iv) In the event that the Renewal Term is cancelled pursuant to subsection (ii) or (iii) above, (A) this Lease shall terminate upon the expiration of the Original Term, and (B) the cancelled Renewal Term shall be void and of no further force or effect.

(v) Notwithstanding anything to the contrary in this Section 3, it is the express intent and agreement of Landlord and Tenant that the Term shall not exceed the term of the Franchise Agreement (including any extensions or renewals thereof) and, in the event the Franchise Agreement expires or terminates for any reason, at Landlord's option and upon written notice to Tenant, the Term of this Lease shall simultaneously terminate and expire.

(c) Holding Over. In the event that Tenant remains in possession of the Premises or any part thereof after the expiration of the Term or termination of this Lease, Tenant shall be deemed to be occupying the Premises as a tenant from month to month, and shall be obligated to pay Fixed Annual Rent equal to one hundred fifty percent (150%) of the rate in effect immediately prior to such expiration or termination. Such month to month tenancy may be terminated at any time by either Landlord or Tenant by written notice to the other with the termination date set out in such notice and to be at least thirty (30) days after delivery of the notice. If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term or termination of this Lease, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any claims, damages, costs (including reasonable attorneys'

# EXHIBIT Q

Street Address  
City, State  
Wendy's Site # \_\_\_\_\_

fees and court costs) or other liabilities incurred by Landlord as a result of such holdover, including claims made by any party who claims a possessory interest in the Premises effective upon the expiration of the Term or termination of this Lease.

**4. Fixed Annual Rent.** In consideration of the lease of the Premises by and from Landlord to Tenant, beginning on the Effective Date and during the Term, Tenant shall pay to Landlord, without any prior demand therefor and without any deduction or setoff whatsoever, rental for the Premises as follows:

(a) Fixed Annual Rent. Fixed minimum annual rent ("**Fixed Annual Rent**") in the amount set forth in the table below, payable monthly in advance in equal consecutive monthly installments of one-twelfth (1/12) of said Fixed Annual Rent. Each such monthly installment shall be due and payable in advance on the first (1<sup>st</sup>) day of each calendar month during the Term. If the Effective Date does not fall on the first day of a calendar month then the first payment shall be due and payable on the Effective Date and shall be for only the portion of the first month attributable to the Term prorated on a daily basis.

Period	Fixed Annual Rent	Monthly Payment
Lease Years 1 – 5		
Lease Years 6 – 10		
Lease Years 11 – 15		
Lease Years 16 – 20		
Lease Years 21 – 25		
Lease Years 26 – 30		

(b) Financial Statements. Tenant shall provide to Landlord, within fifteen (15) days of request, the most current quarterly and/or fiscal year-end audited financial statements of Tenant prepared in accordance with generally accepted accounting principles consistently applied (including an annual balance sheet, a profit/loss statement and a statement of cash flow and footnotes).

(c) Sales Tax. Tenant shall pay all sales or similar tax, if any, due with regard to the Fixed Annual Rent and Additional Rent (as defined below) pursuant to the laws of the jurisdiction in which the Premises are located.

(d) Late Charge. In addition to any other rights and remedies of Landlord hereunder, if Tenant fails to pay any monthly payment of Fixed Annual Rent and/or any other Rent (as defined below) payment under this Lease when due, Tenant shall pay to Landlord a monthly interest charge equal to one and one-half percent (1.5%) per month, calculated from the day such payment of Fixed Annual Rent or other Rent was due until such payment is made.

(e) All Rent due hereunder shall be paid by electronic fund transfer (EFT) or by such other method or procedure for payment as designated from time to time by Landlord. These methods include, but are not limited to, pre-authorized wire transfers, electronic transfers via automated clearing houses or similar commonly accepted methods of funds transfer. Upon Landlord's request, Tenant shall deliver to Landlord all necessary information (including financial institution of origin and relevant account numbers) pertaining to such pre-authorized transfers.

## **5. Additional Rent.**

(a) From and after the Effective Date, Tenant agrees to pay, at Tenant's sole expense and for its own account, the following (collectively, "**Additional Rent**"): (i) any and all taxes and assessments whatsoever, whether municipal, state, federal or otherwise, levied, imposed, assessed or charged against

## EXHIBIT Q

Street Address \_\_\_\_\_  
City, State \_\_\_\_\_  
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the Premises or upon Landlord in connection therewith or from time to time levied, imposed, assessed or charged in the future in lieu thereof or in substitution thereof or in addition to or for which Landlord is liable in connection with the Premises; (ii) any and all utility charges and rates, including, without limitation, all charges for sewer usage or rental, refuse removal, gas, water, heat, electricity and/or telephone and similar taxes, rates, charges and assessments attributable to the Premises; (iii) any business taxes or license fees and similar taxes that may be charged, levied or assessed in connection with the Premises or Tenant's leasehold interest therein; (iv) any common area operating costs and charges or insurance charges due pursuant to any declaration, restriction or other agreement affecting the Premises that has been recorded in the applicable public records; and (v) all other charges and expenses related to Tenant's use and operation of the Premises.

(b) With respect to any Additional Rent, Landlord shall have the right to (i) provide a copy of such invoice to Tenant promptly following Landlord's receipt of same, following which Tenant shall pay such amount directly to the billing authority as and when the same is due, or (ii) remit such amounts directly to the billing authority for and on behalf of Tenant and to provide written request to Tenant for reimbursement of such amounts, which reimbursement Tenant shall pay to Landlord within fifteen (15) days of receipt of such request. With respect to property taxes, Tenant shall pay in advance, with each monthly installment of Rent, an amount equal to 1/12<sup>th</sup> of the annual property tax amount applicable to the Premises for the prior tax year as an estimate of the property tax due for such current year, and within ninety (90) days following Landlord's payment of the actual tax bill for such current year, Landlord shall either remit any overage amount previously paid by Tenant (or at Landlord's option shall credit such amount against Rent to be paid by Tenant subsequent to such date) or provide a written account of any shortfall in the amounts previously paid by Tenant, which shortfall shall be paid by Tenant within fifteen (15) days of receipt of such request.

(c) Tenant shall contract for, in its own name, and pay when due all charges for the connection and use of water, gas, electricity, telephone, refuse removal, sewer use and other utility services supplied to and necessary for the operation of the Premises during the Term. Under no circumstance shall Landlord be responsible for any interruption of any utility service.

(d) If Tenant fails to pay when due any Additional Rent required to be paid by Tenant pursuant to this Lease, Landlord shall have the right to pay the same at the expense of Tenant after fifteen (15) days' prior written notice to Tenant thereof, and Tenant covenants to reimburse to Landlord, as Additional Rent, any amounts so paid by Landlord within fifteen (15) days after expiration of such notice period.

(e) Tenant may, at its own expense, contest or cause to be contested (in the case of any item involving more than \$1,000.00, after prior written notice to Landlord), by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any item specified in this Section or lien therefor, provided that (i) such proceeding shall suspend the collection thereof from the applicable Premises or any interest therein, (ii) neither such Premises nor any interest therein would be in any danger of being sold, forfeited or lost by reason of such proceedings, (iii) no Default (as defined below) has occurred, and (iv) Tenant shall have deposited with Landlord adequate reserves for the payment of the taxes, together with all interest and penalties thereon, unless paid in full under protest, or Tenant shall have furnished the security as may be required in the proceeding or as may be required by Landlord to ensure payment of any contested taxes. Should Tenant institute any such proceedings, Landlord will reasonably cooperate with Tenant in connection therewith.

(f) Fixed Annual Rent and Additional Rent shall be collectively referred to in this Lease as "**Rent**".

**6. Net Lease.** The Fixed Annual Rent payable hereunder shall be net to Landlord so that this Lease shall yield to Landlord the rentals specified during the Term and, in addition thereto, as Additional Rent,

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all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises shall be paid and performed by Tenant subject to the provisions of this Lease.

### 7. Use, Signs, Maintenance and Alterations.

(a) Use of the Premises. During the Term, Tenant shall continuously operate on the Premises a "Wendy's" / "Wendy's Old Fashioned Hamburgers" restaurant in accordance with the Franchise Agreement and shall use the Premises solely for that purpose. Tenant specifically covenants with Landlord to fully comply with all terms and conditions of the Franchise Agreement on its part to be performed and observed and to maintain the Franchise Agreement in full force and effect during the Term. In no event shall Tenant's use of the Premises violate any law, rule or ordinance, or any restriction or other encumbrance that is of record and applicable to the Premises.

(b) Tenant's use and occupation of each of the Premises, and the condition thereof (including the condition of any and all alterations, replacements, additions or construction activity undertaken by the Tenant including but not limited to the installation of a sign or signs as heretofore permitted in this Section 7), shall, at Tenant's sole cost and expense, comply fully with all existing restrictions and with all building codes, zoning ordinances and other laws, rules and regulations of any governmental authority applicable to the Premises (including, but not limited to, health, safety, accessibilities and/or disabilities) and all restrictions, covenants and encumbrances of record with respect to each of the Premises. Tenant shall bear sole responsibility to obtain applicable governmental and other required approvals of work undertaken by it. Tenant will not permit any act or condition to exist on or about any of the Premises which will increase any insurance rate thereon, except when such acts are required in the normal course of its business, and Tenant shall pay for such increase. In addition to the other requirements of this Section, Tenant shall, at all times throughout the Term, comply with the Americans with Disabilities Act of 1990, as such act may be amended from time to time, and all regulations promulgated thereunder (collectively, the "ADA"), in connection with the Premises and any maintenance, repairs and replacements of the Premises undertaken by Tenant as required by this Lease, and all restrictions, covenants and encumbrances or reciprocal obligations of record with respect to the Premises.

(c) Maintenance. Tenant shall not commit actual or constructive waste upon any part of the Premises. Tenant, at its own expense, will maintain all parts of the Premises, including, but not limited to, the Restaurant and any other improvements now or hereafter existing therein or thereon, in good repair and sound condition and at all times in accordance with the condition required and/or prescribed by the Franchise Agreement. Tenant's obligation to maintain and repair includes specifically, but is not to be limited to, the maintenance and repair and/or replacement of the following: the foundations, roof, floor and structural portions of the walls of the Restaurant; parking lot; curbs; driveways; sidewalks; gutters; fixtures, facilities and equipment located on the Premises; heating, air-conditioning, electrical and plumbing systems; exterior and interior doors; windows and glass; signs and other equipment installed and used by Tenant; and any easements appurtenant to the Premises in accordance with the terms of such easements. Tenant will take all action and will make all structural and non-structural, foreseen and unforeseen, and ordinary and extraordinary changes and repairs that may be required to keep all parts of each of the Premises in good repair and sound condition. The provisions of this Section 7(c) shall not apply in the case of damage or destruction by fire or other casualty or in the case of eminent domain or condemnation, in which events the obligations of the Tenant shall be controlled by either Section 10 or 11 hereof, as the case may be. Tenant waives any right to (i) require Landlord to maintain, repair or rebuild all or any part of any of the Premises or (ii) make repairs at the expense of Landlord pursuant to any rule, law or regulations at any time in effect with respect to the Premises. In carrying out its obligations as set forth above in this Section, Tenant agrees to conform to all requirements of law, the regulations of applicable public authorities and the requirements of insurers. Further, Tenant shall not take any action nor permit any action to be taken that would result in or cause the loss, termination or forfeiture of any

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easement right appurtenant to the Premises or that would result in the violation of any covenants, conditions or restrictions burdening the Premises.

(d) Alterations. All alterations of the Premises by Tenant shall conform with the terms, conditions and requirements of Franchise Agreement. When required under the Franchise Agreement based upon the scope or nature of the proposed alterations, Tenant shall provide prior written notice to Franchisor and (if applicable) obtain Franchisor's prior written consent and approval. Tenant shall not alter the exterior, structural, plumbing or electrical elements of any of the Premises in any manner without the prior, written consent of Landlord; provided, however, Tenant may undertake nonstructural alterations costing less than \$2,500.00 without Landlord's consent. Prior to Tenant commencing any work to the Premises that involves a cost in excess of \$2,500.00, Tenant shall submit the final plans and specifications for such proposed work to Landlord for Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed, and which shall be deemed approved if Tenant has received no approval or rejection from Landlord at the end of thirty (30) days after Landlord's receipt of the plans and specifications. If Landlord reasonably objects within such thirty (30) day period, Tenant shall not commence the proposed work until the plans and specifications have been revised to satisfy Landlord's objection(s). If Landlord's consent is required hereunder and Landlord consents to the making of any such alterations, the same shall be made according to plans and specifications approved by Landlord and subject to such other conditions as Landlord shall reasonably require. Landlord's approval of any plans and specifications shall create no warranty, responsibility or liability whatsoever on the part of Landlord, including, but not limited to, their completeness, design sufficiency or compliance with any and all applicable federal, state and local laws, codes, ordinances, rules and/or requirements, including without limitation the ADA. All alterations shall be made by Tenant at Tenant's sole expense by licensed contractors and in accordance with all applicable laws, rules, laws and regulations. Tenant shall perform such remodeling, repair, replacement and redecoration to the Restaurant as required by and in conformance with the Franchise Agreement and the other Related Agreements including, without limitation, any letters of understanding with respect thereto. Any work at any time commenced by Tenant on any of the Premises shall be prosecuted diligently to completion, shall be of good workmanship and materials and shall comply fully with all the terms of this Lease. Upon completion of any alterations, Tenant shall promptly provide to Landlord the following: (i) evidence of full payment to all laborers and materialmen contributing to the alterations; (ii) an architect's certificate certifying the alterations to have been completed in conformity with the plans and specifications; (iii) a certificate of occupancy (if the alterations are of such a nature as would require the issuance of a certificate of occupancy); and (iv) any other documents or information reasonably requested by Landlord. Any addition to or alteration of any of the Premises shall automatically be deemed a part of the Premises and belong to Landlord, and Tenant shall execute and deliver to Landlord such instruments as Landlord may reasonably require to evidence the ownership by Landlord of such addition or alteration; provided, however, if Tenant is not in default under this Lease and all Rent and other sums due to Landlord have been paid and discharged in full, Tenant shall have the right to remove upon expiration of the Term those non-permanently attached fixtures and personal property that have been paid for and are then owned by Tenant, but Tenant shall, at its own cost and expense, repair any damage caused by such removal. Tenant acknowledges and agrees that, in the event that Tenant renovates, remodels, rebuilds, reimages or otherwise performs alterations to the exterior of the Premises [(including, without limitation, a remodel performed pursuant to Section 8 hereof)], Tenant shall, within ten (10) days of receipt of an invoice therefor, reimburse Landlord for Landlord's reasonable costs incurred in obtaining an updated title search for the Premises and any third party or landlord consents required in connection with Tenant's work.

(e) Liens. Tenant is not authorized to subject the interest of Landlord in the Premises to any easement, restriction, lien, charge or encumbrance of any kind or nature without the prior written approval of Landlord. Tenant shall permit no liens arising due to work performed by or under Tenant's authority to encumber the Premises, shall remove any such liens by payment or bond within fifteen (15) days after receipt of written notice thereof, and hereby agrees to hold Landlord harmless from and against any claims, demands

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or costs incurred by Landlord related to any such liens. The foregoing hold harmless expressly includes Tenant's agreement to promptly reimburse Landlord for any costs and expenses (including attorneys' fees and court costs) incurred in connection with the analysis, defense or payment made by Landlord on account of any such lien or allegation thereof.

(f) Continuous Operation. Tenant shall continuously occupy and operate the Premises during the Term, and it shall be deemed a Default of Tenant hereunder to cease operation or occupancy of the Premises for more than five (5) consecutive days or for more than fifteen (15) days in any calendar year, unless and except such closure is due to remodeling as approved in accordance with this Lease, or any repair or restoration related to any condemnation or casualty event.

(g) Signs. If permitted by the Franchise Agreement and all other covenants and restrictions affecting the Premises, Tenant shall have the right to install on the Premises, at its own expense, signs conforming to law and regulations, suitable for its purposes in the operation of the Restaurant, which signs shall remain the property of Tenant unless such signs must be surrendered to Franchisor upon termination of the Franchise Agreement. Tenant shall be responsible for proper maintenance and upkeep of such signs and for any damage to the Premises occasioned thereby, or by the removal thereof.

(h) Indemnity. Tenant agrees that it will defend, indemnify and hold harmless Landlord and Landlord's employees, officers, directors and agents from and against any and all claims, suits, actions, proceedings, obligations, damages, losses, costs or expenses (including attorneys' fees and court costs) caused by, incurred or resulting from Tenant's failure to comply with its obligations under this Section. The obligations of Tenant and the rights and remedies of Landlord under this Section shall survive the termination, expiration and/or release of this Lease.

### 8. Remodeling of the Restaurant.

(a) Tenant, as franchisee under the Franchise Agreement, has certain obligations to repair, upgrade, refurbish, remodel, scrape and rebuild, and/or perform certain image enhancements to the Restaurant under the Franchise Agreement (collectively the "**Remodeling Obligations**"). If Tenant breaches any of its covenants or agreements under the Franchise Agreement relating to the Remodeling Obligations and/or does not perform all of its Remodeling Obligations under the Franchise Agreement, a "**Remodel Default**" shall be deemed to have occurred. Upon a Remodel Default, in addition to the rights of Landlord under Section 17(b) and Franchisor's rights under the Franchise Agreement, Landlord may, upon written notice to Tenant, increase the Fixed Annual Rent due under Section 4(a) by twenty percent (20%) for the remaining portion of the then-current period and for each subsequent period during the Term (the "**Liquidated Damages**").

(b) It is acknowledged that a Remodel Default will cause Landlord to incur substantial economic damages and losses of types and in amounts that are impossible to compute and ascertain with certainty as a basis for recovery by Landlord of actual damages. Therefore, Landlord and Tenant agree that upon a Remodel Default, Landlord may impose the Liquidated Damages. Tenant agrees that the Liquidated Damages represent a fair, reasonable and appropriate estimate of the damages and losses that would be sustained by Landlord. In lieu of actual damages for a Remodel Default, Tenant agrees that the Liquidated Damages may be assessed and recovered by Landlord as against Tenant, and without Landlord being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore, Tenant shall be liable to Landlord for payment of the Liquidated Damages. Such Liquidated Damages are intended to represent estimated actual damages and are not intended as a penalty, and Tenant shall pay them to Landlord without limiting Landlord's right to obtain substitute or additional relief as may be appropriate.

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(c) Without limiting the generality of Section 28(i), if any court determines that the Liquidated Damages is excessive or is unreasonable or unenforceable under the laws of that jurisdiction, it is the intention of the parties hereto that the Liquidated Damages may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that jurisdiction.

**9. Quiet Enjoyment.** Landlord covenants and agrees that Tenant, upon paying the Rent and all other charges herein provided for, and observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, shall lawfully and quietly hold, occupy and enjoy the Premises during the Term, or any extension thereof, without hindrance or molestation from anyone claiming by, through or under Landlord.

**10. Damage or Destruction to Premises.**

(a) Tenant's Obligation to Replace and Restore. In the event that the Premises are damaged or destroyed by fire or other casualty or Tenant is evicted from the Premises by a public authority to preserve the public safety, this Lease shall not terminate, nor shall the liability of Tenant to pay Rent cease or be reduced, except as hereinafter expressly provided in this Section, but Tenant shall restore, replace or rebuild the Premises at Tenant's sole cost and expense with all reasonable speed to the same condition as existed prior to the happening of the fire, eviction or other casualty. In the event Tenant is required to so restore, replace or rebuild as aforesaid, Tenant shall be entitled to the proceeds of casualty insurance carried and maintained by Tenant and payable by virtue of the event or events causing damage to the Premises and shall place such funds in a dedicated deposit account and use the same only towards the restoration or replacement of the Premises, with any excess funds released to Tenant. In the event of any shortfall between the insurance proceeds and the actual cost to repair or reconstruct the Premises, Tenant shall be solely responsible for all additional costs and expenses.

(b) Limited Right to Terminate. Notwithstanding the foregoing subsection (a), in the event the Premises should, within two (2) years prior to the end of the then current Term, be damaged by fire or other casualty to the extent of at least fifty percent (50%) of the replacement value thereof, each of Landlord and Tenant shall have the right to cancel and terminate this Lease effective as of the date of such casualty by written notice to the other party given within thirty (30) days after the occurrence thereof, in which case the proceeds of any insurance carried or required to be maintained by Tenant shall be payable solely to Landlord (except with respect to any coverage related to any personal property owned by Tenant). Further, in the event of a cancellation or termination by Landlord, ninety percent (90%) of the total proceeds received from any business insurance or rental interruption insurance maintained by Tenant shall be paid to Tenant, with the remaining ten percent (10%) of such proceeds to be payable to Landlord. Further, Tenant, at its sole cost and expense, shall cause the damaged improvements related to the Restaurant to be demolished and removed and the Real Property delivered back to Landlord in a clean, orderly and compacted condition or such other partially improved or stabilized and secured condition as Landlord may require given the circumstances.

**11. Condemnation.** In the event that at any time during the Term the Premises or any part thereof shall be taken by eminent domain or condemnation by any public or quasi-public authority (or in the event a voluntary conveyance is made by Landlord to such public or quasi-public authority by reason of or by threat or imminence of the exercise of such power of eminent domain or condemnation by such authority), the following terms and conditions shall apply:

(a) Total Taking. In the event of a total taking, Tenant's right of possession shall terminate as of the date of taking and Rent and other charges provided for in this Lease shall be paid up to such date. The entire damage award of the condemnation proceedings shall be paid to Landlord but Landlord shall, and hereby does, after deduction from said award of any and all attorneys' fees and costs associated with such proceedings, assign to Tenant out of any award paid to Landlord the following amounts: (i) if



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Tenant shall have made improvements or alterations in or to the Premises after the Effective Date and shall have not yet fully amortized its expenditure for such improvements or alterations, a sum equal to the unamortized portion of any such expenditures, and (ii) a sum equal to any cost or loss to which Tenant may be put in removing Tenant's Equipment from the Premises, but these sums will be paid only if the condemning authority makes a specific award for such costs or losses.

(b) Partial Taking That Renders the Premises Substantially Unusable. In the event of a partial taking of the Premises that renders the Premises substantially unusable by Tenant for the operation of the Restaurant in accordance with the Franchise Agreement, then each of Landlord and Tenant may, by written notice to the other within thirty (30) days after the taking by the condemning authority, terminate this Lease, and Rent and other charges provided for in this Lease shall be paid up to such date, and any damage award shall be paid as otherwise set forth in subsection (a) above. If neither party elects to terminate this Lease, there shall be no abatement or adjustment to the Rent due hereunder, and Landlord shall pay to Tenant the damage award received by Landlord as compensation for such partial taking (after deduction from said award of any and all attorneys' fees and costs associated with such proceedings and after deduction for any outstanding fees, expenses, charges, rents or additional rents due under this Lease or the Franchise Agreement or any amounts due and payable under any of the Related Agreements), except any portion of such award attributable to the loss of any fee interest in the Real Property or purchase price related thereto. Tenant shall use such award together with all other funds of Tenant necessary to restore the Premises at Tenant's sole expense to usable condition and in accordance with the requirements of the Franchise Agreement.

(c) Partial Taking That Does Not Render the Premises Substantially Unusable. In the event of a partial taking of the Premises that does not render the Premises substantially unusable by Tenant for the operation of the Restaurant in accordance with the Franchise Agreement, there shall be no abatement or adjustment of Rent hereunder and the entire damage award received for such partial taking shall belong solely to Landlord; provided, however, if any damage award includes in part an award related to lost profits or sales or other similar consequential damages, such portion of the award shall be paid or otherwise made available to Tenant.

(d) Taking Within Right-Of-Way. Notwithstanding the provisions of this Section, it is hereby expressly acknowledged and agreed by Tenant that if a condemning authority takes any portion (or all of that portion) of the Premises that is located within a public right-of-way on the date of this Lease, such a taking shall not be deemed to entitle Tenant to any part of the award therefor (which shall belong solely to Landlord). Additionally, a condemnation of solely that portion of the Premises that is located within the public right-of-way on the date of this Lease shall not be deemed to in any way bring this Section into operation and effect.

**12. Assignment and Subletting.** Tenant shall not permit Tenant's interest in this Lease to be vested in any third party by operation of law or otherwise and Tenant shall not assign, sublet, pledge, hypothecate or otherwise transfer this Lease or any interest in this Lease or the Premises in whole or in part without first obtaining the prior written consent of Landlord, which consent Landlord may grant or withhold in its sole and absolute discretion. As a condition to its consent, Landlord may require that the Rent required to be paid hereunder be increased to reflect the current fair market value of the Premises and any assignee or sublessee must also in connection with such assignment or subletting receive an assignment of all rights of the franchisee under the Franchise Agreement with the necessary consent of Franchisor to the assignment under the Franchise Agreement. If Landlord does so consent to an assignment of this Lease or a subletting of all or any portion of the Premises, Tenant and Guarantor shall still remain liable to Landlord for all obligations under this Lease unless expressly released in writing from such obligations by Landlord.

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**13. Mortgage Subordination and Attornment.** Upon written request by Landlord, conferred in by any mortgagee of Landlord's interest in the Premises, or by any person, firm or corporation intending to become such a mortgagee, Tenant agrees to subordinate its rights under this Lease to the lien of any mortgage covering the Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided the mortgagee named in said mortgage shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default hereunder. Tenant agrees that upon the written request of Landlord or any mortgagee named in such mortgage, it will execute and deliver whatever instruments may be required for such purposes. Tenant will, in the event of the sale or assignment of Landlord's interest in the Premises or in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of the power of sale under any mortgage covering the Premises, attorn to and recognize such purchaser or mortgagee as landlord under this Lease. Similar to Section 16 of this Lease, upon request by Tenant, Landlord shall execute waivers or consent agreements in a form acceptable to Landlord in its sole and absolute discretion permitting the pledge of this Lease as a leasehold mortgage in favor of Tenant's bank or institutional lender and providing such bank or institutional lender with limited rights including cure, assumption and/or entry in the event of a foreclosure. The parties acknowledge and agree that all such consents to any leasehold mortgage shall likewise require a corresponding pledge (and Franchisor's consent to such pledge) of Tenant's interest under the Franchise Agreement to such bank or institutional lender.

**14. Indemnification and Insurance.**

(a) Indemnification. Tenant shall indemnify and hold harmless Landlord and Landlord's employees, officers, directors and agents against and from any and all claims made by or on behalf of any persons or entities for loss, damage or injury to property or person, resulting or arising by reason of the use and occupancy of the Premises by Tenant (including any construction activity on the Premises undertaken by or through Tenant), and in case any action or proceeding may be brought against Landlord by reason of any such claim for which Tenant is liable hereunder, Tenant, upon notice from Landlord, covenants to resist and defend such action or proceeding through legal counsel reasonably satisfactory to Landlord. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

(b) Insurance Coverage. Tenant hereby agrees to obtain and provide evidence satisfactory to Landlord, on or before the Effective Date, that Tenant has in effect at a minimum the following insurance coverage (or such higher amounts as may, from time to time, be required under the provisions of the Franchise Agreement): (i) commercial general liability insurance and excess liability insurance for claims for bodily injury or property damage, occurring in or about the Premises (including liquor liability if any alcohol is served or sold within the Premises), with minimum limits of liability of \$1,000,000.00 per occurrence, \$2,000,000.00 General Aggregate and \$1,000,000.00 Fire Legal Liability; (ii) employer's liability insurance with a minimum limit of \$500,000.00 bodily injury by accident – each employee, bodily injury by disease – policy limit, and bodily injury by disease – each employee, statutory worker's compensation insurance, and such other disability benefits type insurance as may be required by statute or rule of the jurisdiction in which the Restaurant is located; (iii) property insurance on a special form causes of loss basis, including coverage for the perils of earth movement and flood, on the improvements located on the Premises, and any of Tenant's personal property, fixtures and equipment, for the full replacement value thereof; and (iv) business income insurance or rental interruption insurance equal to one hundred percent (100%) of the Fixed Annual Rent due hereunder for a period of not less than twelve (12) months. It is expressly understood and agreed that the foregoing minimum limits of insurance coverage shall not limit the liability of Tenant for its acts or omissions as provided in this Lease.

(c) Insurance Requirements. All insurance policies (with the exception of worker's compensation insurance to the extent not available under statutory law), shall designate Landlord (and any other party designated by Landlord to Tenant in writing) as additional insureds as their interests may appear, and with respect to the property insurance shall name Landlord as loss payee. Any proceeds

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related to the insurance to be carried in subsection (b)(iv) above shall be paid directly to Tenant unless Tenant shall be in Default hereunder, in which case the proceeds shall be paid directly to Landlord. All such policies shall be written as primary policies, with deductibles not to exceed ten percent (10%) of the amount of coverage. Any other policies, including any policy now or hereafter carried by Landlord shall serve as excess coverage. Tenant shall procure policies for all insurance for periods of not less than one (1) year and shall provide to Landlord certificates of insurance or, upon the request of Landlord, duplicate originals of insurance policies evidencing that insurance satisfying the requirements of this Lease is in effect at all times. In the event of any transfer by Landlord of Landlord's interest in any of the Premises or any financing or refinancing of Landlord's interest in any of the Premises, Tenant shall, upon not less than ten (10) days' prior written notice, deliver to Landlord or any lender providing such financing or refinancing, as the case may be, certificates of all insurance required to be maintained by Tenant hereunder naming such transferee or such lender, as the case may be, as an additional named insured to the extent required herein effective as of the date of such transfer, financing or refinancing. Such insurance policies carried by Tenant shall:

- (i) provide for a waiver of subrogation by the insurer as to claims against Landlord and its employees and agents;
- (ii) provide that any "no other insurance" clause in the insurance policy shall exclude any policies of insurance maintained by Landlord and that the insurance policy shall not be brought into contribution with insurance maintained by Landlord;
- (iii) contain a standard without contribution mortgage clause endorsement in favor of any party designated by Landlord;
- (iv) provide that the policy of insurance shall not be terminated, cancelled or substantially modified without at least thirty (30) days' prior written notice to Landlord and to any other party covered by any standard mortgage clause endorsement;
- (v) provide that the insurer shall not have the option to restore the applicable Premises if Landlord or Tenant elects to terminate this Lease in accordance with the terms hereof;
- (vi) be issued by insurance companies licensed to do business in the jurisdiction in which the Premises are located and that are rated A:VI or better by Best's Insurance Guide or are otherwise approved by Landlord; and
- (vii) provide that the insurer shall not deny a claim nor shall the insurance be cancelled, invalidated or suspended by (A) any action, inaction, conduct or negligence of Landlord or any other party covered by any standard mortgage clause endorsement, Tenant, anyone acting for Tenant or any other occupant of any of the Premises, (B) occupancy or use of any of the Premises for purposes more hazardous than permitted by such policies, (C) any foreclosure or other proceedings relating to any of the Premises or change in title to or ownership of any of the Premises, or (D) any breach or violation by Tenant or any other person of any warranties, declarations or conditions contained in such policies or the applications for such policies.

(d) Waiver of Subrogation. Landlord and Tenant agree to and do hereby waive all rights of recovery and causes of action against the other party and their respective employees, invitees, servants, agents and all parties claiming by, through or under such party for any damage to the Premises or to any improvements or property located thereon caused by any of the perils covered by standard all-risk special perils property damage insurance policies, notwithstanding the fact that any such damage or destruction, by fire or other casualty, shall be due to the negligence of Tenant or Landlord or their respective

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employees, invitees, servants, agents and any other person claiming through such party. Tenant shall obtain a waiver of subrogation in the all-risk special perils property damage insurance policy carried by Tenant.

(e) Tenant shall not be permitted to enter the Premises unless and until Landlord has received evidence of all insurance required by this Section 14, and Landlord shall have the right to terminate this Lease at any time following the Effective Date unless Tenant provides the initial evidence of such insurance. Thereafter, Tenant shall provide evidence that such insurance has been renewed not less than thirty (30) days prior to the expiration of any certificate previously provided. The parties acknowledge that Tenant's insurance shall be in lieu of and not in duplication of any requirement of Landlord to maintain insurance.

**15. Equipment.** All goods, wares, merchandise, inventory, machinery, Equipment and other personal property of Tenant whatsoever kept in, on or about the Premises ("**Tenant's Personal Property**") shall be at Tenant's sole risk, and Landlord shall not be liable for any damage done to or loss of Tenant's Personal Property arising from any cause whatsoever including, but not limited to, the bursting, overflowing or leaking of water, sewer, sprinkler system or steam pipes, or from the heating or plumbing fixtures, or from electric wires, or from gas or odors, or by reason of the failure of heat, gas or electricity.

**16. Security Interest of Landlord.** To secure the payment of all Rent and any other sums that may become due to Landlord under the terms of this Lease, Landlord shall have and is hereby granted by Tenant a lien and security interest upon all of Tenant's Personal Property during the Term. Upon request by Tenant, Landlord shall execute waivers or consent agreements in form acceptable to Landlord confirming the subordination of this lien, as required by a bank or institutional lender. This Lease shall also constitute a security agreement under the Uniform Commercial Code of the jurisdiction in which the Premises are located. None of the goods, wares, merchandise, inventory, machinery, Equipment or other personal property of Tenant situated on the Premises shall be removed from the Premises without the prior written consent of Landlord unless all Rent and all other sums then due to Landlord shall first have been paid and discharged in full. Tenant shall from time to time execute any financing statements and other instruments necessary to perfect the first lien and security interest granted herein and to carry out the terms of this Section. Upon the occurrence of a Default by Tenant under this Lease, Landlord shall have the option, in addition to any other remedies provided herein or by law, to enter upon the Premises with or without the permission of Tenant and take possession of any and all of Tenant's Personal Property without liability for trespass or conversion and to enforce the first lien and security interest hereby granted in any manner provided by law.

The parties acknowledge and agree that all such consents to any leasehold mortgage shall likewise require a corresponding pledge (and Franchisor's consent to such pledge) of Tenant's interest under the Franchise Agreement to such bank or institutional lender.

**17. Default by Tenant.**

(a) Each of the following actions shall constitute a default and breach under the terms of this Lease (a "**Default**"):

(i) if Tenant shall fail to make any payment of Rent or any other charges or amounts due under this Lease, on the day when such payments are due;

(ii) if Tenant shall fail to perform any other provision, covenant or condition of this Lease other than the payment of Rent or any other charges or amounts due;

(iii) if Tenant abandons or vacates the Premises at any time during the Term;

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- (iv) if Tenant ceases to operate the Restaurant in accordance with this Lease;
  - (v) any act or omission that constitutes a default under the Franchise Agreement or any other Related Agreement (including without limitation any failure to complete required training), which default is not cured within any applicable cure period thereunder, or failure to execute a Franchise Agreement;
  - (vi) if Tenant makes an assignment for the benefit of creditors or enters into a composition agreement with creditors, or if the interest of Tenant in the Premises or any personal property used in connection therewith is attached, levied upon or seized by legal process, or if Tenant is found to be bankrupt or insolvent by any court of competent jurisdiction, or if a receiver is appointed for Tenant;
  - (vii) if Tenant's interest in this Lease shall be vested in any third party by operation of law or otherwise, or if Tenant has assigned this Lease or the Premises are leased by Tenant in whole or in part without Landlord's prior written consent;
  - (viii) if Tenant is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) or other similar legislation, orders or regulations in respect thereof (the "Orders") or on any other list maintained by OFAC pursuant to other applicable Orders or is indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering;
  - (ix) if a final, nonappealable judgment is rendered by a court against Tenant that has had or would reasonably be expected to have a material adverse effect on either the ability to conduct business at any of the Premises for its intended use or Tenant's ability to perform its obligations under this Lease, or is in the amount of \$100,000.00 or more, and in either event is not discharged within sixty (60) days from the date of entry thereof; or
  - (x) a Remodel Default.
- (b) Remedies of Landlord. In the event of any Default of Tenant hereunder, and in addition to any other rights or remedies available to Landlord at law or in equity, Landlord shall have the right, but not the obligation, to do any one or more of the following:
- (i) cure any Default of Tenant, on behalf and at the sole cost and expense of Tenant;
  - (ii) terminate this Lease upon not less than fifteen (15) days' notice, whereupon Tenant shall vacate the Premises on or before such date unless such Default shall be cured prior to the effective date of such termination (failing which, Landlord may institute dispossessory proceedings), and to collect from Tenant all Rent and other sums due through the date of such termination;
  - (iii) without terminating this Lease, re-enter the Premises and proceed to re-let all or any part of the Premises as Landlord, in its discretion, may deem reasonably necessary or appropriate;
  - (iv) declare immediately due and payable and to collect from Tenant all Rent due from Tenant for the remaining portion of the Term; or

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(v) recover from Tenant any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result therefrom, including but not limited to any costs or expenses incurred by Landlord: (A) in retaking possession of the Premises, including reasonable attorney's fees therefor; (B) in maintaining or preserving the Premises after such Default; (C) in preparing the Premises for reletting to a new tenant including repairs or alterations to the Premises for such reletting; (D) as brokerage fees, leasing commissions and reasonable attorney's fees in connection with the reletting of the Premises to a new tenant; and (E) any other costs necessary or appropriate to relet the Premises.

**18. Cross Default.** Any Default under this Lease shall be considered a default under the Franchise Agreement and the other Related Agreements. Tenant acknowledges agreement with the cross-default provisions of this Section and all other terms and conditions of this Lease relating to the Franchise Agreement and the other Related Agreements. Simultaneous with Tenant's execution of this Lease, each Guarantor shall execute and deliver to Landlord an Acknowledgment of Cross Default Provisions and Right to Modify Leases in the form attached hereto as **Exhibit C** (the "**Guarantor Acknowledgment**") for the purpose of acknowledging their agreement with the cross-default provisions of this Section and all other terms and conditions of this Lease relating to the Franchise Agreement and the other Related Agreements.

**19. Estoppel Certificates.**

(a) At any time, and from time to time, each party shall, promptly and in no event later than ten (10) days after a request from the other party, execute, acknowledge and deliver to the other party, a certificate in the form reasonably satisfactory to the requesting party, certifying: (i) that Tenant has accepted the Premises; (ii) that this Lease is in full force and effect and has not been modified (or if modified, setting forth all modifications), or, if this Lease is not in full force and effect, the certificate shall so specify the reasons therefor; (iii) the commencement and expiration dates of the Term, including the terms of any extension options of Tenant; (iv) the date to which the rents have been paid under this Lease and the amount thereof then payable; (v) whether there are then any existing defaults by the other party in the performance of its obligations under this Lease, and, if there are any such defaults, specifying the nature and extent thereof, (vi) that no notice has been received by the certifying party of any default under this Lease that has not been cured, except as to defaults specified in the certificate; (vii) the capacity of the person executing such certificate, and that such person is duly authorized to execute the same on behalf of said party; (viii) that Landlord has no actual involvement in the management or control of decision making related to the operational aspects or the day-to-day operations of the Premises; and (ix) any other information reasonably requested by the requesting party.

(b) If Tenant shall fail or refuse to sign a certificate in accordance with the provisions of this Section within ten (10) days following a request by Landlord, Tenant irrevocably constitutes and appoints Landlord as its attorney-in-fact to execute and deliver the certificate to any such third party, it being stipulated that such power of attorney is coupled with an interest and is irrevocable and binding; provided, however, that Landlord's execution and delivery of such certificate on behalf of Tenant shall not cure any Default arising by reason of Tenant's failure to execute and deliver such certificate.

**20. Notices and Rent Payment.** Except for legal process that may also be served in any other manner permitted by the applicable rules of procedure (other than by tacking), all notices required or desired to be given with respect to this Lease shall be in writing and shall be deemed to have been "received" by the receiving party when hand delivered and/or, if sent by certified mail return receipt requested or by same day or overnight receipted courier service, when actually received or refused, and shall be addressed as follows:

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To Landlord: Wendy's Properties, LLC  
c/o The Wendy's Company  
4288 W. Dublin-Granville Road  
Dublin, OH 43017  
Attn: Portfolio Management (Site #\_\_\_\_\_) )  
Phone: (614) 764-3100  
Fax: (614) 764-3243

To Tenant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

or such other addresses as either party hereafter designates to the other in writing as aforesaid. Any Rent and any other amounts due to Landlord hereunder and not paid electronically by pre-authorized transfer shall be remitted to the following address:

Wendy's Properties, LLC  
4288 W. Dublin-Granville Road  
Dublin, OH 43017  
Attn: Portfolio Management (Site #\_\_\_\_\_) )

or such other address as Landlord hereafter designates in writing.

**21. Joint and Several Obligation.** In the event Tenant under this Lease consists of more than one entity and/or individual, its and their liability under this Lease is agreed to be joint and several.

**22. Tenant's Compliance with Environmental Laws.** Tenant shall comply or use its best efforts to secure compliance with all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, any hazardous material (as hereinafter defined), waste disposal, air emissions and other environmental matters with respect to the use or occupation of the Premises. Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by Tenant or any other person or entity. If Tenant breaches the obligations stated herein or if the presence of hazardous material on the Premises caused or permitted to be caused by Tenant results in the contamination of the Premises, or any portion thereof, or if the contamination of the Premises by hazardous material otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold harmless Landlord and Landlord's employees, officers, directors and agents from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including without limitation, diminution in value of the Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) that arise during or after the Term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of hazardous material being present in the soil or groundwater on or under the Premises. Without limiting the foregoing, if the presence of any hazardous material on the Premises caused or permitted to be caused by Tenant results in any contamination of the Premises, or any portion thereof, Tenant shall promptly take all actions, at no cost or expense to Landlord, as are necessary to return the Premises to the condition existing prior to the introduction of any such hazardous material to the Premises, provided that Landlord's approval of such action shall first be obtained. The foregoing indemnity shall survive the expiration or earlier termination of this Lease. As used herein, the term "**hazardous material**" means any pollutant, toxic substance,

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hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, the Toxic Substances Control Act, as amended, or any other federal, state or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

**23. Surrender of Premises.** Tenant will deliver up and surrender possession of the entire Premises, including, without limitation, the Restaurant and all other improvements located on the Premises, to Landlord upon the expiration of the Term or the termination of this Lease for any reason, in their original condition, reasonable wear and tear excepted. Tenant shall also comply at its sole cost and expense with all terms and conditions of the Franchise Agreement to be complied with on surrender of the Premises.

**24. Brokers.** Landlord and Tenant each represents and warrants to the other that, except for The Cypress Group, whose commission shall be paid by Landlord or its affiliate pursuant to a separate agreement, no broker, agent, commission salesman or other person has represented the warranting party in the negotiations for and procurement of this Lease and of the Premises, and that no commissions, fees or compensation of any kind are due and payable in connection herewith to any such person or entity. Each of Landlord and Tenant agrees to indemnify and hold the other harmless from and against any and all costs or claims of any agent, broker or other person claiming to be acting on behalf of the indemnifying party for fees, commissions or other compensation by reason of the transaction contemplated by this Lease or otherwise resulting from breach by the indemnifying party of the representations in this Section.

**25. Guaranty.** Simultaneously with the execution of this Lease and as an express condition of the effectiveness hereof, Guarantor shall guarantee the obligations of Tenant hereunder, including the payment of Rent and the performance of all covenants and agreements of Tenant hereunder, pursuant to the Guaranty. Within fifteen (15) days of Landlord's request, Tenant shall cause *each* Guarantor to provide an audited balance sheet of *each* Guarantor as of the most current year-end prepared in accordance with generally accepted accounting principles consistently applied. *[The obligations of the Guarantor hereunder shall be joint and several.]*

**26. Right to Inspect and Show Premises.** Tenant agrees that Landlord or Landlord's representative(s) shall have the right at all reasonable times to enter upon and to inspect the Premises to ascertain that Tenant is carrying out the terms, conditions and provisions of this Lease, including but not limited to Tenant's compliance with all laws and ordinances. In the event that Landlord identifies any deficiencies in maintenance or lack of compliance with laws, Tenant covenants and agrees that it shall take immediate steps to rectify and cure any such issues within the earlier of thirty (30) days or such timeframe as required under any governmental notice or order. Landlord shall have the right to show the Premises to prospective purchasers at any time during the Term or to prospective tenants during the last six (6) months of the Term.

**27. Costs and Legal Fees.** If either party brings or commences any legal action or proceeding to enforce any of the terms of this Lease (or for damages by reason of an alleged breach of this Lease), the prevailing party in any litigation between the parties shall be entitled to recover, as a part of its judgment, reasonable attorneys' fees and costs of suit.

**28. Miscellaneous.**

(a) This Lease shall be governed by the laws of the jurisdiction in which the Premises are located. This Lease supersedes all prior discussions and agreements between the parties and incorporates their entire agreement with respect to the matters set forth herein, and shall not be modified, changed or



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altered in any respect, except by written instrument executed by duly authorized officers of each of the parties hereto.

(b) The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Lease as a whole except where noted otherwise. The necessary grammatical changes required to express singular, plural, male, female or neuter, as applicable, shall be assumed in each case to be fully expressed.

(c) Time is of the essence with respect to the provisions of this Lease. If the time period by which any right, option or election provided under this Lease must be exercised, or by which any act required hereunder must be performed, expires on a day that is not a Business Day, then such time period shall be automatically extended through the close of business on the next regularly scheduled Business Day. For purposes of the foregoing, "**Business Day**" means any day that is not a Saturday, Sunday or other day on which commercial banks in the State of Ohio or the jurisdiction where the Premises are located are required or authorized by law to remain closed.

(d) Any transfer tax or other tax payable to any governmental taxing authority, including the county in which the Premises lies, by reason of the execution of this Lease and/or recordation of a memorandum thereof shall be paid by Tenant.

(e) This Lease shall be treated in all respects as an estate for years and not a usufruct. Express provision in this Lease for any rights or duties that are imposed by law or statute with respect to estates for years shall in no way be deemed or construed as an indication or implication that any relationship other than lessor and lessee has been created.

(f) The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors, heirs, legal representatives and assigns; subject, however, in the case of Tenant, to Section 12 with respect to the rights of Tenant to further assign this Lease or sublet the Premises.

(g) No failure or delay by Landlord or Tenant to exercise any right or power given it or to insist upon strict compliance by the other with any obligation imposed on it, and no custom or practice of either party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by Landlord or Tenant or any right either party has herein to demand strict compliance with the terms hereof by the other. This Lease (including all exhibits and addenda attached hereto) contains the sole and entire agreement of Landlord and Tenant with respect to the subject matter hereof, and no prior or contemporaneous oral or written representation or agreement between the parties and affecting the Premises shall have legal effect so as to modify or amend or change the conditions hereof.

(h) Upon request of either party, the parties shall execute a recordable short form or memorandum of lease in a form reasonably acceptable to Landlord and Tenant setting forth the matters described therein, and such other non-monetary terms or provisions as may be reasonably required by either party hereto. The cost of any such recording shall be borne by Tenant.

(i) If any clause or provision of this Lease or the application thereof to any person, entity or circumstance is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity now or hereafter effective during its Term, the intention of the parties hereto is that the remaining parts of this Lease and the application of such clause or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each such clause or provision shall be valid and enforceable to the fullest extent permitted by law.

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(j) This Lease may be executed in counterparts by the parties hereto and all such counterparts when taken together shall be deemed to be one original.

(k) Tenant hereby acknowledges and agrees that neither Tenant nor any lender providing funds to Tenant shall record a financing statement, leasehold mortgage or any other document against the Premises without Landlord's express written consent.

**[COUNTERPART SIGNATURE PAGES FOLLOW]**

**EXHIBIT Q**

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IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto as of the day and year first above written.

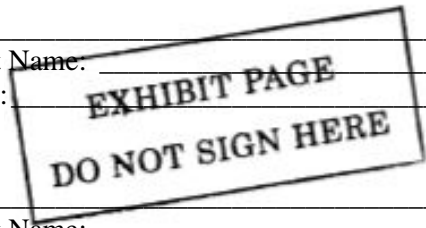
**LANDLORD:**

Signed, sealed and delivered  
in the presence of:

**WENDY'S PROPERTIES, LLC**, a Delaware limited  
liability company

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Legal Approved: \_\_\_\_\_

Portfolio Management Approved: \_\_\_\_\_

STATE OF OHIO  
COUNTY OF FRANKLIN

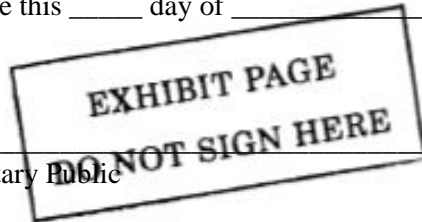
PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_, respectively, of **WENDY'S PROPERTIES, LLC**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged to be such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained as and for the company.

WITNESS my hand and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

My Commission Expires:

\_\_\_\_\_

Notary Public



(NOTARY SEAL)

*(Signatures Continue Next Page)*

**EXHIBIT Q**

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**TENANT:**

Signed, sealed and delivered  
in the presence of:

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_, a \_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

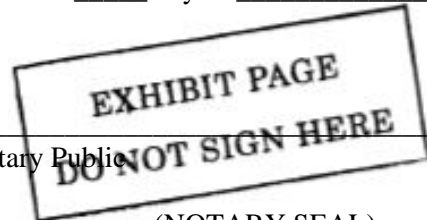
PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, \_\_\_\_\_, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged to be the \_\_\_\_\_ of [TENANT], and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as and for the company.

WITNESS my hand and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public



(NOTARY SEAL)

*(Signatures Continue Next Page)*

**EXHIBIT Q**

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**EXHIBIT A**

**Premises**

# EXHIBIT Q

Street Address  
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Wendy's Site # \_\_\_\_\_

## EXHIBIT B

### GUARANTY OF LEASE AGREEMENTS

As of this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, the undersigned guarantor, \_\_\_\_\_, a \_\_\_\_\_ (hereinafter referred to as "**Guarantor**"), having an address of \_\_\_\_\_, for and in consideration of mutual promises, the leasing of the Premises (as defined below) to \_\_\_\_\_, a \_\_\_\_\_, as "**Tenant**" ("**Tenant**"), and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, hereby covenant and agree to jointly and severally guarantee the payment and performance by Tenant of all the terms, covenants, conditions and agreements (collectively, the "**Obligations**") contained in each of the \_\_\_\_\_ (\_\_\_\_) Lease Agreements dated effective as of even date herewith and listed on **Schedule A** attached hereto and made a part hereof (each a "**Lease**" and collectively, the "**Leases**"), by and between Tenant and \_\_\_\_\_, a \_\_\_\_\_, as "**Landlord**" (the "**Landlord**"), for certain property more particularly described in each of the Leases and identified by street address on **Schedule A** attached hereto (collectively, the "**Premises**"). Guarantors hereby represent and warrant that each Lease with Tenant will be to the interest and advantage of Guarantors and acknowledge and agree that this Guaranty of Lease Agreements (this "**Guaranty**") is a substantial inducement to Landlord to enter into each of the Leases. Guarantors further agree to pay all reasonable costs and expenses, including without limitation reasonable attorneys' fees, paid or incurred by Landlord in endeavoring to collect or enforce the terms of this Guaranty and/or Obligations of Tenant under a Lease.

Guarantors further agree that this Guaranty and no Guarantor's liability hereunder shall be impaired or affected by any modification, supplement, extension or amendment of a Lease to which the parties, including without limitation Tenant, may hereafter agree, nor by any modification, release or other alteration of any of the Obligations hereby guaranteed, nor by any other agreements or arrangements whatever with Tenant. The liability of Guarantors hereunder is direct and unconditional and may be enforced without requiring Landlord to first resort to any other right, remedy or security. Guarantors shall not have any right of subrogation, reimbursement or indemnity whatsoever unless and until all of the Obligations have been paid in full. This Guaranty is a continuing guaranty that shall remain in full force and effect during the term of each Lease unless Landlord and Tenant mutually agree in writing to terminate it, whereupon this Guaranty will have no further force or effect; provided, however, that if the term of a Lease is terminated due to the uncured breach or default by Tenant, then each Guarantor's liability hereunder shall continue with respect to the unfulfilled Obligations of Tenant. Neither the discharge of Tenant or of any other person or party from the Obligations in bankruptcy or in any similar proceeding or other event shall discharge or satisfy the liability of either Guarantor hereunder except the full performance of all of the Obligations.

Each Guarantor also agrees to, jointly and severally with the other Guarantor, indemnify and hold Landlord harmless against all obligations, demands and liabilities, by whomever asserted, and against all losses in any way suffered incurred or paid by Landlord as a result or in any way arising directly out of, or from, an uncured breach by Tenant of any of the Obligations, and to pay all costs and expenses, including reasonable attorneys' fees actually incurred, of any proceeding by Landlord to enforce this Guaranty.

Each Guarantor also expressly waives the following (except as expressly provided for or reserved herein): notice of acceptance hereof; the right to a jury trial in any action hereunder; presentment and protest of any instrument and notice thereof; and all other notices to which such Guarantor might otherwise be entitled.

Each Guarantor agrees that upon Landlord's request (which shall not exceed once per year), such Guarantor shall provide the most current reviewed financial statements of such Guarantor prepared in accordance with generally accepted accounting principles consistently applied and certified by a certified public accountant to be true and correct.

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This Guaranty, all acts and transactions hereunder, and the rights and obligations of the parties shall be binding upon and inure to the benefit of Guarantors, Tenant and Landlord, and their respective successors and assigns. This Guaranty may not be changed or modified, except by a written instrument signed by each of the Guarantors, Tenant and Landlord. Notices under or pursuant to this Guaranty shall be given either by United States Postal Service certified mail return receipt requested, or by receipted same-day or overnight private courier service (e.g. Federal Express or similar carrier), to a party at their address specified herein or to their last address specified by at least ten (10) days' notice to the other party. Notices shall be deemed effective on the date of delivery, as evidenced by return receipt, or the date of refusal to accept delivery or inability to deliver, as evidenced by return receipt or by records or the courier service.

This Guaranty may be executed by the parties hereto in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart. Furthermore, delivery of a copy of a counterpart signature by facsimile or electronic transmission shall constitute a valid and binding execution and delivery of this Guaranty, and such copy shall constitute an enforceable original document.

*[Remainder of Page Intentionally left blank]*

*[Signature page follows]*

**EXHIBIT Q**

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IN WITNESS WHEREOF, Guarantors have caused this Guaranty of Lease Agreements to be executed and delivered as of date first set forth above.

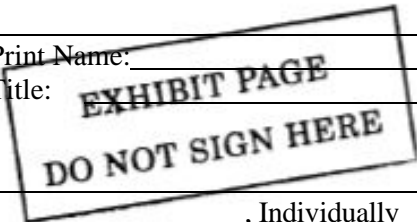
**GUARANTORS:**

\_\_\_\_\_, a \_\_\_\_\_

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

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

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



\_\_\_\_\_, Individually

\_\_\_\_\_, Individually

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

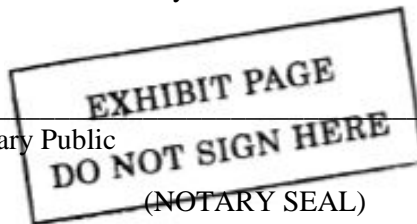
PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, \_\_\_\_\_, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged to be the \_\_\_\_\_ of \_\_\_\_\_, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as and for the company.

WITNESS my hand and official seal at office this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

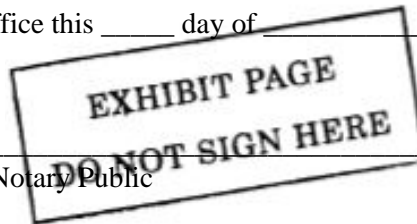
The undersigned authority, a Notary Public in and for the above state and county, hereby certified that before me personally appeared \_\_\_\_\_, who was known to me as the person described in and who executed the foregoing instrument, and who acknowledged that he executed the foregoing instrument for the purposes therein stated.

WITNESS my hand and official seal at office this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public



(NOTARY SEAL)



# EXHIBIT Q

Street Address  
City, State  
Wendy's Site # \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

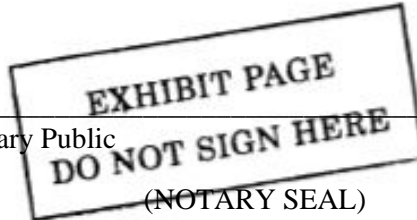
The undersigned authority, a Notary Public in and for the above state and county, hereby certified that before me personally appeared \_\_\_\_\_, who was known to me as the person described in and who executed the foregoing instrument, and who acknowledged that he executed the foregoing instrument for the purposes therein stated.

WITNESS my hand and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public



# EXHIBIT Q

Street Address  
City, State  
Wendy's Site # \_\_\_\_

## SCHEDULE A

### LEASE AGREEMENTS

1. Lease Agreement dated effective as of \_\_\_\_\_, 202\_\_ by and between Wendy's Properties, LLC, as Landlord, and \_\_\_\_\_, as Tenant, for the premises commonly known as \_\_\_\_\_ (Wendy's Site # \_\_\_\_).
2. Lease Agreement dated effective as of \_\_\_\_\_, 202\_\_ by and between \_\_\_\_\_, as Landlord, and \_\_\_\_\_, as Tenant, for the premises commonly known as \_\_\_\_\_ (Wendy's Site # \_\_\_\_).
3. Lease Agreement dated effective as of \_\_\_\_\_, 202\_\_ by and between Wendy's Properties, LLC, as Landlord, and \_\_\_\_\_, as Tenant, for the premises commonly known as \_\_\_\_\_ (Wendy's Site # \_\_\_\_).
4. Lease Agreement dated effective as of \_\_\_\_\_, 202\_\_ by and between Wendy's Properties, LLC, as Landlord, and \_\_\_\_\_, as Tenant, for the premises commonly known as \_\_\_\_\_ (Wendy's Site # \_\_\_\_).
5. Lease Agreement dated effective as of \_\_\_\_\_, 202\_\_ by and between Wendy's Properties, LLC, as Landlord, and \_\_\_\_\_, as Tenant, for the premises commonly known as \_\_\_\_\_ (Wendy's Site # \_\_\_\_).

**EXHIBIT Q**

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**EXHIBIT C**

**ACKNOWLEDGMENT OF CROSS DEFAULT PROVISIONS  
AND RIGHT TO MODIFY LEASES**

The undersigned hereby (a) acknowledge and agree with the cross default provisions contained in Paragraph 18 of each of the Lease Agreements listed on **Schedule A** attached hereto and all other terms and conditions of the Lease Agreements relating to the Franchise Agreements and the other Related Agreements (as such terms are defined in the Lease Agreements) and (b) acknowledge and agree that the obligations of the undersigned shall not be affected by any modification, supplement, extension or amendment of a Lease Agreement to which the parties, including without limitation, Tenant, may hereafter agree, nor by any modification, release or other alteration of any other agreements or arrangements whatever with Tenant, regardless of whether the undersigned consents thereto or has notice thereof.

**GUARANTOR:**

\_\_\_\_\_  
[Name]



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

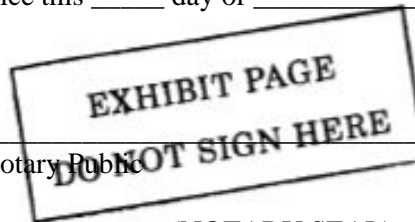
The undersigned authority, a Notary Public in and for the above state and county, hereby certified that before me personally appeared \_\_\_\_\_, who was known to me that he/she was the person described in and who executed the foregoing instrument, and who acknowledged that he/she executed the foregoing instrument for the purposes therein stated.

WITNESS my hand and official seal at office this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public



(NOTARY SEAL)

# EXHIBIT Q

Street Address  
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## SCHEDULE A

### LEASE AGREEMENTS

1. Lease Agreement dated effective as of \_\_\_\_\_, 202\_\_ by and between Wendy's Properties, LLC, as Landlord, and \_\_\_\_\_, as Tenant, for the premises commonly known as \_\_\_\_\_ (**Wendy's Site # \_\_\_\_\_**).
2. Lease Agreement dated effective as of \_\_\_\_\_, 202\_\_ by and between Wendy's Properties, LLC, as Landlord, and \_\_\_\_\_, as Tenant, for the premises commonly known as \_\_\_\_\_ (**Wendy's Site # \_\_\_\_\_**).
3. Lease Agreement dated effective as of \_\_\_\_\_, 202\_\_ by and between Wendy's Properties, LLC, as Landlord, and \_\_\_\_\_, as Tenant, for the premises commonly known as \_\_\_\_\_ (**Wendy's Site # \_\_\_\_\_**).
4. Lease Agreement dated effective as of \_\_\_\_\_, 202\_\_ by and between Wendy's Properties, LLC, as Landlord, and \_\_\_\_\_, as Tenant, for the premises commonly known as \_\_\_\_\_ (**Wendy's Site # \_\_\_\_\_**).
5. Lease Agreement dated effective as of \_\_\_\_\_, 202\_\_ by and between Wendy's Properties, LLC, as Landlord, and \_\_\_\_\_, as Tenant, for the premises commonly known as \_\_\_\_\_ (**Wendy's Site # \_\_\_\_\_**).

# EXHIBIT Q

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## SUBLEASE AGREEMENT

This **SUBLEASE AGREEMENT** (this "**Sublease**") is made and entered into as of \_\_\_\_\_, 202\_\_ (the "**Effective Date**"), by and between \_\_\_\_\_, a Delaware limited liability company ("**Sublandlord**"), and \_\_\_\_\_, a \_\_\_\_\_ ("**Subtenant**").

### RECITALS

A. \_\_\_\_\_, a \_\_\_\_\_ ("**Prime Landlord**"), as landlord, and Sublandlord, as tenant, are parties to that certain \_\_\_\_\_, dated \_\_\_\_\_, as amended by \_\_\_\_\_, dated \_\_\_\_\_, as assigned by \_\_\_\_\_, dated \_\_\_\_\_ (collectively, the "**Prime Lease**," a full and complete copy of which has been provided to Subtenant as of the date of this Sublease, and which is incorporated herein by reference), whereby Sublandlord leases from Prime Landlord the real property located at \_\_\_\_\_, being more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**Real Property**").

B. The Real Property is improved with a "Wendy's" / "Wendy's Old Fashioned Hamburgers" restaurant building and related improvements (the "**Restaurant**"). The Real Property and improvements, including the Restaurant, are all referred to in this Sublease collectively as the "**Premises**".

C. Simultaneously herewith, and pursuant to that certain Asset Purchase Agreement (the "**Purchase Agreement**"), dated as of \_\_\_\_\_, 202\_\_, by and among Sublandlord, Subtenant and \_\_\_\_\_ ("**Guarantor**"), Subtenant has purchased certain furniture, fixtures and equipment located at the Restaurant as of the Effective Date that are used in the operation of the Restaurant (collectively, the "**Equipment**").

D. Subtenant, as franchisee, Guarantor, as guarantor, and Sublandlord's affiliate, Quality Is Our Recipe, LLC ("**Franchisor**"), as franchisor, have entered or will enter into that certain Unit Franchise Agreement for the operation of the Restaurant, including, without limitation, all addenda, supplements, letters of agreement and letters of understanding with respect thereto (collectively, the "**Franchise Agreement**").

E. Sublandlord desires to lease the Premises to Subtenant and Subtenant desires to lease the Premises from Sublandlord on the terms and conditions set forth in this Sublease.

F. As a material inducement to Sublandlord to enter into this Sublease, each Guarantor has simultaneously executed and delivered to Sublandlord a Guaranty of Sublease Agreements in the form attached hereto as **Exhibit B** (the "**Guaranty**").

**NOW, THEREFORE**, in consideration of the agreements, covenants, representations and undertakings contained herein, Sublandlord and Subtenant hereby agree as follows:

**1. Incorporation of Recitals.** The Recitals portion of this Sublease set forth above is hereby incorporated by this reference as fully as though it were here set forth and rewritten.

**2. Sublease of the Premises.** For the terms, at the rent and upon the provisions and conditions contained in this Sublease, Sublandlord does hereby lease, demise and let to Subtenant the Premises, and Subtenant hereby leases and rents the Premises from Sublandlord. **SUBTENANT ACCEPTS THE PREMISES IN AN "AS IS" AND "WHERE IS" CONDITION, SUBJECT TO THE RIGHTS OF**

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PARTIES IN POSSESSION, TO THE EXISTING STATE OF TITLE, ANY STATE OF FACTS THAT AN ACCURATE SURVEY OR PHYSICAL INSPECTION MIGHT REVEAL, AND ALL APPLICABLE REGULATIONS NOW OR HEREAFTER IN EFFECT, AND IN RELIANCE ON ITS OWN INVESTIGATIONS, AND SUBLANDLORD MAKES NO EXPRESS OR IMPLIED STATEMENTS, REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF THE PREMISES AND HEREBY DISCLAIMS THE SAME.

### 3. Term.

(a) Original Term. The initial term of this Sublease shall commence on the Effective Date and expire on the earliest of (a) \_\_\_\_\_, (b) the date on which the Franchise Agreement expires or terminates for any reason whatsoever, (c) the date on which the Prime Lease is sooner terminated for any reason whatsoever or (d) the date on which this Sublease is terminated by Sublandlord and/or Subtenant in accordance with and pursuant to the terms hereof (the "**Sublease Term**", which shall include any extension or renewal options if granted and exercised as provided herein).

(b) Subtenant's Options to Extend the Term. Provided that Sublandlord is entitled to extend the Prime Lease for a like period, Sublandlord hereby grants to Subtenant the right and option to extend the Sublease Term for one (1) additional successive period of \_\_\_\_\_ (\_\_\_\_) years (the "**Extension Term**"). The Extension Term shall begin upon the expiration of the initial term of this Sublease, and all terms, covenants and provisions of this Sublease shall apply to the Extension Term except that Subtenant shall not have any further option to again extend the Sublease Term following the exercise of the above-stated option for the Extension Term. To exercise the Extension Term, Subtenant shall give Sublandlord prior written notice of the irrevocable exercise of the Extension Term not less than two hundred seventy (270) days prior to the expiration of the initial term of this Sublease [**NOTE: Notice should be due at least 90 days prior to the date required under the Prime Lease**]; provided, however, and in all events, that Subtenant shall not be entitled to exercise its option to extend the Sublease Term if, at the time of the exercise of such option or at the time the Extension Term is to begin: (i) Subtenant or Guarantor is in default under this Sublease, the Franchise Agreement, or any other agreements, leases, subleases, guarantees, notes or other obligations between or among Subtenant or Guarantor, on the one hand, and Sublandlord, or Franchisor or any of their subsidiaries or affiliates, on the other hand (the "**Related Agreements**"); or (ii) the Franchise Agreement has expired or terminated for any reason or does not cover, or has not been renewed in accordance with its terms to cover, the entire Extension Term. It is the express intent and agreement of Sublandlord and Subtenant that the Sublease Term is to run concurrently with the term of the Franchise Agreement and, in the event the Franchise Agreement expires or terminates for any reason, at Sublandlord's option and upon written notice to Subtenant, this Sublease shall simultaneously terminate.

**ALTERNATE (b): No Right to Extend.** Notwithstanding any contrary provision in the Prime Lease, including any extension options granted to Sublandlord as tenant thereunder, Subtenant shall have no option or right to extend the Sublease Term or any term of the Prime Lease.

(c) Holding Over. In the event that Subtenant remains in possession of the Premises or any part thereof after the expiration or termination of this Sublease, Subtenant shall be deemed to be occupying the Premises as a tenant from month to month at a rental equal to the greater of (i) one and one-half (1½) times the monthly rental provided for in this Sublease for the last year of the Sublease Term, or (ii) the amount of all rent and other sums due pursuant to the Prime Lease in the event of such holdover. Such month to month tenancy may be terminated at any time by either Sublandlord or Subtenant by written notice to the other with the termination date set out in such notice and to be at least thirty (30) days after delivery of the notice. If Subtenant remains in possession of the Premises or any part thereof after the expiration of the Sublease Term or termination of this Sublease, Subtenant agrees to

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indemnify, defend and hold harmless Sublandlord and Prime Landlord from and against any claims, damages, costs (including reasonable attorneys' fees and court costs) or other liabilities incurred by Sublandlord and/or Prime Landlord as a result of such holdover, including any fees or penalties assessed pursuant to the Prime Lease, and including claims made by any party who claims a possessory interest in the Premises effective upon the expiration or termination of this Sublease.

(d) Lease Year. The term "**Lease Year**," as used herein, shall have the meaning set forth in the Prime Lease, or if not defined therein shall mean each January 1 through December 31.

4. **Fixed Annual Rent [and Percentage Rent]**. In consideration of the lease of the Premises by and from Sublandlord to Subtenant, beginning on the Effective Date and during the Sublease Term, Subtenant shall pay to Sublandlord, without any prior demand therefor and without any deduction or setoff whatsoever, rental for the Premises as follows:

(a) Fixed Annual Rent. Fixed minimum annual rent ("**Fixed Annual Rent**") in the amount set forth in the table below, payable monthly in advance in equal consecutive monthly installments of one-twelfth (1/12) of said Fixed Annual Rent. Each such monthly installment shall be due and payable in advance on the first (1<sup>st</sup>) day of each calendar month during the Sublease Term. If the Effective Date does not fall on the first day of a calendar month then the first payment shall be due and payable on the Effective Date and shall be for only the portion of the first month attributable to the Sublease Term prorated on a daily basis.

Period	Fixed Annual Rent	Monthly Payment	Percentage Rent Breakpoint

(b) Percentage Rent. In addition to the payment of Fixed Annual Rent provided above, Subtenant shall pay to Sublandlord as "**Percentage Rent**" an amount equal to \_\_\_\_\_ percent (\_\_\_\_%) of all Gross Sales (as hereinafter defined) resulting from business conducted in, at, on or from the Premises during any Lease Year in excess of the applicable "**Percentage Rent Breakpoint**" set forth in the Rental Schedule above. For any partial Lease Year, Percentage Rent and the Percentage Rent Breakpoint shall be prorated accordingly. Subtenant shall keep books of account in accordance with good accounting practices which accurately show the Gross Sales of the Restaurant (or, if this Sublease is assigned or the Premises sublet, the assignee or sub-tenant of Subtenant shall do so). Notwithstanding any contrary provision in the Prime Lease, Percentage Rent shall be drafted in annual installments, on or before the fifteenth (15<sup>th</sup>) day of March for sales from the preceding year during the Sublease Term, and shall be paid directly to Sublandlord unless and until Sublandlord directs Subtenant in writing to remit any Percentage Rent to the respective Prime Landlord. On or before thirty (30) days following any Lease Year with the payment of such Percentage Rent, Subtenant shall furnish to Sublandlord a written statement reasonably satisfactory to Sublandlord (which statement may be submitted via the eRoyalty system), which Subtenant shall warrant and certify to be true, complete and correct, setting forth the Gross Sales (as defined below) for the Lease Year being reported (the "**Annual Sales Report**").

(c) Reporting of Gross Sales and Record Keeping. Subtenant shall keep books of account in accordance with good accounting practice that accurately show the Gross Sales of the Restaurant and

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shall, at its expense, deliver to Sublandlord, within sixty (60) days after the end of each Lease Year, accurate reports of Gross Sales from the year's operations certified by an independent certified public accountant selected by Subtenant and acceptable to Sublandlord. Subtenant shall, with the submission of such annual report of Gross Sales to Sublandlord, pay Sublandlord all Percentage Rent then due. Subtenant shall permit authorized personnel of Sublandlord to inspect and examine its books and records at any reasonable time. In addition, Subtenant shall permit certified public accountants designated by Sublandlord to audit Subtenant's books of account at any reasonable time. If such audit discloses that the reported Gross Sales of Subtenant have been understated, Subtenant shall immediately pay to Sublandlord the amount overdue, unreported or understated, together with interest at the annual rate of twelve percent (12%) calculated from the date such payment was due. In addition, if such audit discloses that the reported Gross Sales of Subtenant have been understated to the extent of two percent (2%) or more, Subtenant shall reimburse Sublandlord for any and all expenses connected with the audit. The foregoing remedies shall be in addition to any other remedies Sublandlord may have under this Sublease or the Franchise Agreement. Subtenant, at its expense, shall have financial statements covering the results of operations of the Restaurant prepared and certified by an independent certified public accountant selected by Subtenant and, if requested by Sublandlord in writing, shall deliver such financial statements to Sublandlord.

### ALTERNATE (b) and (c) IF PERCENTAGE RENT PAID MONTHLY

(b) In addition to the payment of Fixed Annual Rent provided above, Subtenant shall pay to Sublandlord as "**Percentage Rent**" an amount equal to \_\_\_\_\_ percent (\_\_\_\_%) of all Gross Sales (as hereinafter defined) resulting from business conducted in, at, on or from the Premises during any Lease Year in excess of the applicable "**Percentage Rent Breakpoint**" set forth in the Rental Schedule above. For any partial Lease Year, Percentage Rent and the Percentage Rent Breakpoint shall be prorated accordingly. Subtenant shall keep books of account in accordance with good accounting practices which accurately show the Gross Sales of the Restaurant (or, if this Sublease is assigned or the Premises sublet, the assignee or sub-tenant of Subtenant shall do so). Notwithstanding any contrary provision in the Prime Lease, Percentage Rent shall be drafted in monthly installments, on or before the fifteenth (15<sup>th</sup>) day of each month for sales from the preceding month during the Sublease Term, and shall be paid directly to Sublandlord unless and until Sublandlord directs Subtenant in writing to remit any Percentage Rent to the respective Prime Landlord. Contemporaneously with the payment of Percentage Rent on or before the fifteenth (15<sup>th</sup>) day of each month during the Sublease Term, Subtenant shall furnish to Sublandlord a written statement reasonably satisfactory to Sublandlord (which statement may be submitted via the eRoyalty system), which Subtenant shall warrant and certify to be true, complete and correct, setting forth the Gross Sales (as defined below) for the calendar month being reported (the "**Monthly Sales Report**"), and on or before thirty (30) days following any Lease Year, Subtenant shall furnish to Sublandlord a written statement reasonably satisfactory to Sublandlord, which statement Subtenant shall warrant and certify to be true, complete and correct, setting forth the Gross Sales for the Lease Year being reported (the "**Annual Sales Report**"). Within ninety (90) days of the end of each Lease Year, there shall be an adjustment between Sublandlord and Subtenant with payment to or repayment by Sublandlord, as the case may be, to the end that Sublandlord shall receive the entire amount of Percentage Rent payable under the Prime Lease for the preceding Lease Year and no more. It is understood by the parties hereto that, notwithstanding the payment schedule set forth by the Prime Lease for Sublandlord as tenant under the Prime Lease, Subtenant's obligation to remit Percentage Rent on a monthly basis to Sublandlord is a requirement of this Sublease.

(c) Subtenant shall keep books of account in accordance with good accounting practice that accurately show the Gross Sales of the Restaurant. Such books of account, certified by an independent certified public accountant selected by Subtenant and acceptable to Sublandlord, for the preceding three



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(3) year period only, will be open and available for inspection by Sublandlord, or Sublandlord's authorized agents, at any reasonable time. If such audit discloses that the reported Gross Sales of Subtenant have been understated, Subtenant shall immediately pay to Sublandlord the amount overdue, unreported or understated, together with interest at the annual rate of twelve percent (12%) calculated from the date such payment was due. In addition, if such audit discloses that the reported Gross Sales of Subtenant have been understated to the extent of two percent (2%) or more, Subtenant shall reimburse Sublandlord for any and all expenses connected with the audit. The foregoing remedies shall be in addition to any other remedies Sublandlord may have under this Sublease or the Franchise Agreement. Subtenant, at its expense, shall have financial statements covering the results of operations of the Restaurant prepared and certified by an independent certified public accountant selected by Subtenant and, if requested by Sublandlord in writing, shall deliver such financial statements to Sublandlord.

(d) Definition of Gross Sales. As used in this Sublease, the term "**Gross Sales**" means the amount received by Subtenant from the sale of products or performance of services made on or from the Leased Premises (including any electronic or mobile orders or delivery orders fulfilled from the Leased Premises), but excluding (i) non-edible promotional items, (ii) redemption of gift certificates and coupons, and refunds or returns, (iii) sales tax or any similar taxes which are by law required to be completed separately and paid by the customer, (iv) discounted sales to employees, and the proceeds from the sale of any Personalty erected or installed on the Leased Premises by Subtenant, (v) all sums and credits received in settlement of claims for loss or damage to merchandise, (vi) any sales of product to schools or other similar institutions where the sales price thereof does not exceed the cost to Subtenant of said product; and (vii) any delivery fees or service fees collected from the customer and/or paid by the customer or Subtenant to third-party service providers (e.g. DoorDash, UberEats) associated with a particular sale transaction.

(e) Financial Statements. In addition to the sales reports and other financial information to be provided by Subtenant to Sublandlord pursuant to this Section 4, Subtenant hereby agrees that to the extent any other financial statements, profit/loss statements, sales reports or other similar financial information is required to be provided by the tenant under the Prime Lease, Subtenant shall provide the same to Sublandlord not less than ten (10) days prior to the date the same are due under the Prime Lease. Notwithstanding any such requirements in any Prime Lease, Subtenant shall also provide to Sublandlord, within fifteen (15) days of request, the most current quarterly and/or fiscal year-end audited financial statements of Subtenant prepared in accordance with generally accepted accounting principles consistently applied (including an annual balance sheet, a profit/loss statement, and a statement of cash flow and footnotes).

(f) Sales Tax. Subtenant shall pay all sales or similar tax, if any, due with regard to the Fixed Annual Rent, **Percentage Rent** and Additional Rent (as defined below) pursuant to the laws of the jurisdiction in which the Premises are located.

(g) Late Charge. In addition to any other rights and remedies of Sublandlord hereunder, if Subtenant fails to pay any monthly payment of Fixed Annual Rent, **any installment of Percentage Rent** and/or any other Rent (as defined below) payment under this Sublease when due, Subtenant shall pay to Sublandlord a monthly interest charge equal to one and one-half percent (1.5%) per month, calculated from the day such payment of Fixed Annual Rent or other Rent was due until such payment is made.

(h) Automatic Rent Drafting. All Rent due hereunder shall be paid by electronic fund transfer (EFT) or by such other method or procedure for payment as designated from time to time by Sublandlord. These methods include, but are not limited to, pre-authorized wire transfers, electronic transfers via automated clearing houses or similar commonly accepted methods of funds transfer. Upon

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Sublandlord's request, Subtenant shall deliver to Sublandlord all necessary information (including financial institution of origin and relevant account numbers) pertaining to such pre-authorized transfers.

### 5. Additional Rent.

(a) From and after the Effective Date, Subtenant agrees to pay, at Subtenant's sole expense and for its own account, the following (collectively, "**Additional Rent**"): (i) any and all taxes and assessments whatsoever, whether municipal, state, federal or otherwise, levied, imposed, assessed or charged against the Premises or upon Sublandlord in connection therewith or from time to time levied, imposed, assessed or charged in the future in lieu thereof or in substitution thereof or in addition to or for which Sublandlord is liable in connection with the Premises or the Prime Lease; (ii) any and all utility charges and rates, including, without limitation, all charges for sewer usage or rental, refuse removal, gas, water, heat, electricity and/or telephone and similar taxes, rates, charges and assessments attributable to the Premises; (iii) any business taxes or license fees and similar taxes that may be charged, levied or assessed in connection with this Sublease, the Premises or Subtenant's leasehold interest therein; (iv) any common area operating costs and charges or insurance charges due pursuant to the Prime Lease or any declaration, restriction or other agreement affecting the Premises that has been recorded in the applicable public records; and (v) all other charges and expenses related to Subtenant's use and operation of the Premises or that are the responsibility of Subtenant pursuant to this Sublease or Sublandlord as the tenant under the Prime Lease.

(b) With respect to any Additional Rent, Sublandlord shall have the right to (i) provide a copy of such invoice to Subtenant promptly following Sublandlord's receipt of same, following which Subtenant shall pay such amount directly to the billing authority as and when the same is due, or (ii) remit such amounts directly to the billing authority for and on behalf of Subtenant and to provide written request to Subtenant for reimbursement of such amounts, which reimbursement Subtenant shall pay to Sublandlord within fifteen (15) days of receipt of such request. With respect to property taxes, Subtenant shall pay in advance, with each monthly installment of Rent, an amount equal to 1/12<sup>th</sup> of the annual property tax amount applicable to the Premises for the prior tax year as an estimate of the property tax due for such current year, and within ninety (90) days following Sublandlord's payment of the actual tax bill for such current year, Sublandlord shall either remit any overage amount previously paid by Subtenant (or at Sublandlord's option shall credit such amount against Rent to be paid by Subtenant subsequent to such date) or provide a written account of any shortfall in the amounts previously paid by Subtenant, which shortfall shall be paid by Subtenant within fifteen (15) days of receipt of such request.

(c) Subtenant shall contract for, in its own name, and pay when due all charges for the connection and use of water, gas, electricity, telephone, refuse removal, sewer use and other utility services supplied to and necessary for the operation of the Premises during the Sublease Term. Under no circumstance shall Sublandlord be responsible for any interruption of any utility service.

(d) If Subtenant fails to pay when due any Additional Rent required to be paid by Subtenant pursuant to this Sublease, Sublandlord shall have the right to pay the same at the expense of Subtenant after fifteen (15) days' prior written notice to Subtenant thereof, and Subtenant covenants to reimburse to Sublandlord, as Additional Rent, any amounts so paid by Sublandlord within fifteen (15) days after expiration of such notice period.

(e) Subtenant may, at its own expense, contest or cause to be contested (in the case of any item involving more than \$1,000.00, after prior written notice to Sublandlord), by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any item specified in this Section or lien therefor, provided that (i) such proceeding shall suspend the collection thereof from the applicable Premises or any interest therein, (ii) neither such Premises nor any interest therein would be in any danger of being sold, forfeited or lost by reason of such

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proceedings, (iii) no Default (as defined below) has occurred, and (iv) Subtenant shall have deposited with Sublandlord adequate reserves for the payment of the taxes, together with all interest and penalties thereon, unless paid in full under protest, or Subtenant shall have furnished the security as may be required in the proceeding or as may be required by Sublandlord to ensure payment of any contested taxes. Should Subtenant institute any such proceedings, Sublandlord will reasonably cooperate with Subtenant in connection therewith.

(f) Fixed Annual Rent, **Percentage Rent** and Additional Rent shall be collectively referred to in this Sublease as "**Rent**".

**6. Net Lease.** The Fixed Annual Rent payable hereunder shall be net to Sublandlord so that this Sublease shall yield to Sublandlord the rentals specified during the Sublease Term, and, in addition thereto, as Additional Rent, all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises shall be paid and performed by Subtenant subject to the provisions of this Sublease.

### **7. Use, Signs, Maintenance and Alterations.**

(a) Use of the Premises. During the Sublease Term, Subtenant shall continuously operate on the Premises a "Wendy's" / "Wendy's Old Fashioned Hamburgers" restaurant in accordance with the Franchise Agreement and shall use the Premises solely for that purpose. Subtenant specifically covenants with Sublandlord to fully comply with all terms and conditions of the Franchise Agreement on its part to be performed and observed and to maintain the Franchise Agreement in full force and effect during the Sublease Term. In no event shall Subtenant's use of the Premises violate any law, rule or ordinance, any provision in the Prime Lease or any restriction or other encumbrance that is of record and applicable to the Premises.

(b) Compliance with Laws. Subtenant's use and occupation of each of the Premises, and the condition thereof (including the condition of any and all alterations, replacements, additions or construction activity undertaken by the Subtenant including but not limited to the installation of a sign or signs as heretofore permitted in this Section 7), shall, at Subtenant's sole cost and expense, comply fully with all existing restrictions and with all building codes, zoning ordinances and other laws, rules and regulations of any governmental authority applicable to the Premises (including, but not limited to, health, safety, accessibilities and/or disabilities) and all restrictions, covenants and encumbrances of record with respect to each of the Premises. Subtenant shall bear sole responsibility to obtain applicable governmental and other required approvals of work undertaken by it. Subtenant will not permit any act or condition to exist on or about any of the Premises which will increase any insurance rate thereon, except when such acts are required in the normal course of its business, and Subtenant shall pay for such increase. In addition to the other requirements of this Section, Subtenant shall, at all times throughout the Sublease Term, comply with the Americans with Disabilities Act of 1990, as such act may be amended from time to time, and all regulations promulgated thereunder (collectively, the "ADA"), in connection with the Premises and any maintenance, repairs and replacements of the Premises undertaken by Subtenant as required by this Sublease, and all restrictions, covenants and encumbrances or reciprocal obligations of record with respect to the Premises.

(c) Maintenance. Subtenant shall not commit actual or constructive waste upon any part of the Premises. Subtenant, at its own expense, will maintain all parts of the Premises, including, but not limited to, the Restaurant and any other improvements now or hereafter existing therein or thereon, in good repair and sound condition and at all times in accordance with the condition required and/or prescribed by the Franchise Agreement and the Prime Lease. Subtenant's obligation to maintain and repair includes specifically, but is not to be limited to, the maintenance and repair and/or replacement of

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the following: the foundations, roof, floor and structural portions of the walls of the Restaurant; parking lot; curbs; driveways; sidewalks; gutters; fixtures, facilities and equipment located on the Premises; heating, air-conditioning, electrical and plumbing systems; exterior and interior doors; windows and glass; signs and other equipment installed and used by Subtenant; and any easements appurtenant to the Premises in accordance with the terms of such easements. Subtenant will take all action and will make all structural and non-structural, foreseen and unforeseen and ordinary and extraordinary changes and repairs that may be required to keep all parts of each of the Premises in good repair and sound condition. The provisions of this Section 7(c) shall not apply in the case of damage or destruction by fire or other casualty or in the case of eminent domain or condemnation, in which events the obligations of the Subtenant shall be controlled by either Section 10 or 11 hereof, as the case may be. Subtenant waives any right to (i) require Sublandlord to maintain, repair or rebuild all or any part of any of the Premises or (ii) make repairs at the expense of Sublandlord, pursuant to any rule, law or regulations at any time in effect with respect to the Premises. In carrying out its obligations as set forth above in this Section, Subtenant agrees to conform to all requirements of law, the regulations of applicable public authorities and the requirements of insurers. Further, Subtenant shall not take any action nor permit any action to be taken that would result in or cause the loss, termination or forfeiture of any easement right appurtenant to the Premises or that would result in the violation of any covenants, conditions or restrictions burdening the Premises.

(d) Alterations. All alterations of the Premises by Subtenant shall conform with the terms, conditions and requirements of Franchise Agreement. When required under the Franchise Agreement based upon the scope or nature of the proposed alterations, Subtenant shall provide prior written notice to Franchisor and (if applicable) obtain Franchisor's prior written consent and approval. Additionally, if required by the Prime Lease, Subtenant shall obtain the Prime Landlord's consent including but not limited to providing plans and specifications and review fees (if any) and Sublandlord agrees to facilitate any Prime Landlord's consents upon request by Subtenant (subject to Franchisor's first approval). Subtenant shall not alter the exterior, structural, plumbing or electrical elements of any of the Premises in any manner without the prior, written consent of Sublandlord, and, if required by the Prime Lease, Prime Landlord's consent; provided, however, Subtenant may undertake nonstructural alterations costing less than Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) without Sublandlord's consent as long as Prime Landlord's consent is not required under the Prime Lease for said nonstructural alterations. Prior to Subtenant commencing any work to the Premises that involves a cost in excess of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00), Subtenant shall submit the final plans and specifications for such proposed work to Sublandlord for Sublandlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed, and which shall be deemed approved if Subtenant has received no approval or rejection from Sublandlord at the end of thirty (30) days after Sublandlord's receipt of the plans and specifications. If Sublandlord reasonably objects within such thirty (30) day period, Subtenant shall not commence the proposed work until the plans and specifications have been revised to satisfy Sublandlord's objection(s). If Sublandlord's consent is required hereunder and Sublandlord consents to the making of any such alterations, the same shall be made according to plans and specifications approved by Sublandlord and subject to such other conditions as Sublandlord shall reasonably require. Sublandlord's approval of any plans and specifications shall create no warranty, responsibility or liability whatsoever on the part of Sublandlord, including, but not limited to, their completeness, design sufficiency or compliance with any and all applicable federal, state and local laws, codes, ordinances, rules and/or requirements, including without limitation the ADA. All alterations shall be made by Subtenant at Subtenant's sole expense by licensed contractors and in accordance with all applicable laws, rules, laws and regulations. Subtenant shall perform such remodeling, repair, replacement and redecoration to the Restaurant as required by and in conformance with the Franchise Agreement, the Prime Lease and the other Related Agreements including, without limitation, any letters of understanding with respect thereto. Any work at any time commenced by Subtenant on any of the

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Premises shall be prosecuted diligently to completion, shall be of good workmanship and materials and shall comply fully with all the terms of this Sublease. Upon completion of any alterations, Subtenant shall promptly provide to Sublandlord with the following: (i) evidence of full payment to all laborers and materialmen contributing to the alterations; (ii) an architect's certificate certifying the alterations to have been completed in conformity with the plans and specifications; (iii) a certificate of occupancy (if the alterations are of such a nature as would require the issuance of a certificate of occupancy); and (iv) any other documents or information reasonably requested by Sublandlord. Any addition to or alteration of any of the Premises shall automatically be deemed a part of the Premises and belong to Sublandlord, and Subtenant shall execute and deliver to Sublandlord such instruments as Sublandlord may reasonably require to evidence the ownership by Sublandlord of such addition or alteration; provided, however, if Subtenant is not in default under this Sublease and all Rent and other sums due to Sublandlord have been paid and discharged in full, Subtenant shall have the right to remove upon expiration of the Sublease Term those non-permanently attached fixtures and personal property that have been paid for and are then owned by Subtenant, but Subtenant shall, at its own cost and expense, repair any damage caused by such removal. Subtenant acknowledges and agrees that, in the event that Subtenant renovates, remodels, rebuilds, reimages or otherwise performs alterations to the exterior of the Premises (including, without limitation, a remodel performed pursuant to Section 8 hereof), Subtenant shall, within ten (10) days of receipt of an invoice therefor, reimburse Sublandlord for Sublandlord's reasonable costs incurred in obtaining an updated title search for the Premises and any third party or landlord consents required in connection with Subtenant's work.

(e) Liens. Subtenant is not authorized to subject the interest of Prime Landlord or Sublandlord in the Premises to any easement, restriction, lien, charge or encumbrance of any kind or nature without the prior written approval of Sublandlord and Prime Landlord. Subtenant shall permit no liens arising due to work performed by or under Subtenant's authority to encumber the Premises, shall remove any such liens by payment or bond within fifteen (15) days after receipt of written notice thereof, and hereby agrees to hold Sublandlord and Prime Landlord harmless from and against any claims, demands or costs incurred by the indemnified parties related to any such liens. The foregoing hold harmless expressly includes Subtenant's agreement to promptly reimburse Sublandlord and/or Prime Landlord for any costs and expenses (including attorneys' fees and court costs) incurred in connection with the analysis, defense or payment made by the indemnified parties on account of any such lien or allegation thereof.

(f) Continuous Operation. Subtenant shall continuously occupy and operate the Premises during the Sublease Term, and it shall be deemed a Default of Subtenant hereunder to cease operation or occupancy of the Premises for more than five (5) consecutive days or for more than fifteen (15) days in any calendar year (or any shorter period if the same shall constitute a default under the Prime Lease), unless and except such closure is due to remodeling as approved in accordance with this Sublease, or any repair or restoration related to any condemnation or casualty event.

(g) Signs. If permitted by the Prime Lease, the Franchise Agreement and all other covenants and restrictions affecting the Premises, Subtenant shall have the right to install on the Premises, at its own expense, signs conforming to law and regulations, suitable for its purposes in the operation of the Restaurant, which signs shall remain the property of Subtenant unless such signs must be surrendered to Franchisor upon termination of the Franchise Agreement. Subtenant shall be responsible for proper maintenance and upkeep of such signs and for any damage to the Premises occasioned thereby, or by the removal thereof.

(h) Indemnity. Subtenant agrees that it will defend, indemnify and hold harmless Sublandlord, Prime Landlord and their respective employees, officers, directors and agents from and against any and all claims, suits, actions, proceedings, obligations, damages, losses, costs or expenses (including attorneys' fees and court costs) caused by, incurred or resulting from Subtenant's failure to

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comply with its obligations under this Section. The obligations of Subtenant and the rights and remedies of Sublandlord under this Section shall survive the termination, expiration and/or release of this Sublease.

### 8. **Remodeling of the Restaurant.**

(a) Subtenant, as franchisee under the Franchise Agreement, has certain obligations to repair, upgrade, refurbish, remodel, scrape and rebuild, and/or perform certain image enhancements to the Restaurant under the Franchise Agreement (collectively the “**Remodeling Obligations**”). If Subtenant breaches any of its covenants or agreements under the Franchise Agreement relating to the Remodeling Obligations and/or does not perform all of its Remodeling Obligations under the Franchise Agreement, a “**Remodel Default**” shall be deemed to have occurred. Upon a Remodel Default, in addition to the rights of Sublandlord under Section 17(b) and Franchisor’s rights under the Franchise Agreement, Sublandlord may, upon written notice to Subtenant, increase the Fixed Annual Rent due under Section 4(a) by twenty percent (20%) for the remaining portion of the then-current period and for each subsequent period during the Sublease Term (the “**Liquidated Damages**”).

(b) It is acknowledged that a Remodel Default will cause Sublandlord to incur substantial economic damages and losses of types and in amounts that are impossible to compute and ascertain with certainty as a basis for recovery by Sublandlord of actual damages. Therefore, Sublandlord and Subtenant agree that upon a Remodel Default, Sublandlord may impose the Liquidated Damages. Subtenant agrees that the Liquidated Damages represent a fair, reasonable and appropriate estimate of the damages and losses that would be sustained by Sublandlord. In lieu of actual damages for a Remodel Default, Subtenant agrees that the Liquidated Damages may be assessed and recovered by Sublandlord as against Subtenant, and without Sublandlord being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Subtenant shall be liable to Sublandlord for payment of the Liquidated Damages. Such Liquidated Damages are intended to represent estimated actual damages and are not intended as a penalty, and Subtenant shall pay them to Sublandlord without limiting Sublandlord’s right to obtain substitute or additional relief as may be appropriate.

(c) Without limiting the generality of Section 29(j), if any court determines that the Liquidated Damages is excessive or is unreasonable or unenforceable under the laws of that jurisdiction, it is the intention of the parties hereto that the Liquidated Damages may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that jurisdiction.

9. **Quiet Enjoyment.** Sublandlord covenants and agrees that Subtenant, upon paying the Rent and all other charges herein provided for, and observing and keeping the covenants, agreements and conditions of this Sublease on its part to be kept, shall lawfully and quietly hold, occupy and enjoy the Premises during the Sublease Term, or any extension thereof, without hindrance or molestation from anyone claiming by, through or under Sublandlord.

### 10. **Damage or Destruction to Premises.**

(a) **Subtenant’s Obligation to Replace and Restore.** In the event that the Premises are damaged or destroyed by fire or other casualty or Subtenant is evicted from the Premises by a public authority to preserve the public safety, this Sublease shall not terminate, nor shall the liability of Subtenant to pay Rent cease or be reduced, except as hereinafter expressly provided in this Section, but Subtenant shall restore, replace or rebuild the Premises at Subtenant’s sole cost and expense with all reasonable speed to the same condition as existed prior to the happening of the fire, eviction or other casualty. In the event Subtenant is required to so restore, replace or rebuild as aforesaid, unless the Prime Lease provides otherwise. Subtenant shall be entitled to the proceeds of casualty insurance carried and maintained by Subtenant and payable by virtue of the event or events causing damage to the Premises,

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and shall place such funds in a dedicated deposit account and use the same only towards the restoration or replacement of the Premises, with any excess funds released to Subtenant. In the event of any shortfall between the insurance proceeds and the actual cost to repair or reconstruct the Premises, Subtenant shall be solely responsible for all additional costs and expenses.

(b) Limited Right to Terminate. Notwithstanding the foregoing subsection (a), in the event the Premises should, within two (2) years prior to the end of the then current Sublease Term, be damaged by fire or other casualty to the extent of at least fifty percent (50%) of the replacement value thereof, and provided Sublandlord shall have the right to terminate the Prime Lease with respect to such casualty event, each of Sublandlord and Subtenant shall have the right to cancel and terminate this Sublease effective as of the date of such casualty by written notice to the other party given within thirty (30) days after the occurrence thereof (but not less than five (5) business days prior to the date Sublandlord shall be required to deliver any such termination notice to the Prime Landlord), in which case the proceeds of any insurance carried or required to be maintained by Subtenant shall be tendered to the Prime Landlord (if required under the Prime Lease), and if not, shall be payable solely to Sublandlord (except with respect to any coverage related to any personal property owned by Subtenant). Further, in the event of a cancellation or termination by Sublandlord, ninety percent (90%) of the total proceeds received from any business income insurance or rental interruption insurance maintained by Subtenant shall be paid to Subtenant, with the remaining ten percent (10%) of such proceeds to be payable to Sublandlord. Further, Subtenant, at its sole cost and expense, shall cause the damaged improvements related to the Restaurant to be demolished and removed and the Real Property delivered back to the Prime Landlord in a clean, orderly and compacted condition or such other partially improved or stabilized and secured condition as Prime Landlord may otherwise require given the circumstances.

(c) Conflict with Prime Lease. Notwithstanding anything contained in this Section to the contrary, should there be a conflict between the terms and conditions set forth in this Section and those set forth in the Prime Lease with respect to damage or destruction to the Premises, the terms and conditions of the Prime Lease shall govern.

**11. Condemnation.** In the event that at any time during the Sublease Term the Premises or any part thereof shall be taken by eminent domain or condemnation by any public or quasi-public authority (or in the event a voluntary conveyance is made by Sublandlord to such public or quasi-public authority by reason of or by threat or imminence of the exercise of such power of eminent domain or condemnation by such authority), the following terms and conditions shall apply:

(a) Total Taking. In the event of a total taking, Subtenant's right of possession shall terminate as of the date of taking and Rent and other charges provided for in this Sublease shall be paid up to such date. The entire damage award of the condemnation proceedings to which Sublandlord, as Tenant under the Prime Lease, is entitled pursuant to the Prime Lease shall be paid to Sublandlord and Sublandlord shall, and hereby does, after deduction from said award of any and all attorneys' fees and costs associated with such proceedings, and after deduction for any outstanding fees, expenses, charges, rents or additional rents due under this Sublease or the Franchise Agreement or any amounts due and payable under any of the Related Agreements to either Sublandlord or Franchisor, assign to Subtenant the remainder of any such award.

(b) Partial Taking That Renders the Premises Substantially Unusable. In the event of a partial taking of the Premises that renders the Premises substantially unusable by Subtenant for the operation of the Restaurant in accordance with the Franchise Agreement, and provided the Prime Lease can be terminated pursuant to its terms, then each of Sublandlord and Subtenant may, by written notice to the other within thirty (30) days after the taking by the condemning authority (but not less than five (5) business days prior to the date Sublandlord shall be required to deliver any such termination notice to

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Prime Landlord), terminate this Sublease, and Rent and other charges provided for in this Sublease shall be paid up to such date, and any damage award shall be paid as otherwise set forth in subsection (a) above. If neither party elects to terminate this Sublease, there shall be no abatement or adjustment to the Rent due hereunder, and Sublandlord shall pay to Subtenant the damage award received by Sublandlord as compensation for such partial taking (after deduction from said award of any and all attorneys' fees and costs associated with such proceedings). Subtenant shall use such award together with all other funds of Subtenant necessary to restore the Premises at Subtenant's sole expense to usable condition and in accordance with the requirements of the Franchise Agreement.

(c) Partial Taking That Does Not Render the Premises Substantially Unusable. In the event of a partial taking of the Premises that does not render the Premises substantially unusable by Subtenant for the operation of the Restaurant in accordance with the Franchise Agreement, there shall be no abatement or adjustment of Rent hereunder and the entire damage award received for such partial taking shall belong solely to Sublandlord; provided, however, if any damage award includes in part an award related to lost profits or sales or similar consequential damages, such portion of the award shall be paid or otherwise made available to Subtenant.

(d) Taking Within Right-Of-Way. Notwithstanding the provisions of this Section, it is hereby expressly acknowledged and agreed by Subtenant that if a condemning authority takes any portion (or all of that portion) of the Premises that is located within a public right-of-way on the date of this Sublease, such a taking shall not be deemed to entitle Subtenant to any part of the award therefor (which shall belong solely to Sublandlord). Additionally, a condemnation of solely that portion of the Premises that is located within the public right-of-way on the date of this Sublease shall not be deemed to in any way bring this Section into operation and effect.

(e) Conflict with Prime Lease. Notwithstanding anything contained in this Section to the contrary, should there be a conflict between the terms and conditions set forth in this Section and those set forth in the Prime Lease with respect to condemnation, the terms and conditions of the Prime Lease shall govern.

**12. Assignment and Subletting.** Subtenant shall not permit Subtenant's interest in this Sublease to be vested in any third party by operation of law or otherwise and Subtenant shall not assign, sublet, pledge, hypothecate or otherwise transfer this Sublease or any interest in this Sublease or the Premises in whole or in part without first obtaining the prior written consent of Sublandlord, which consent Sublandlord may grant or withhold in its sole and absolute discretion. As a condition to its consent, Sublandlord may require that the Rent required to be paid hereunder be increased to reflect the current fair market value of the Premises and any assignee or sublessee must also in connection with such assignment or subletting receive an assignment of all rights of the franchisee under the Franchise Agreement with the necessary consent of Franchisor to the assignment under the Franchise Agreement. If Sublandlord does so consent to an assignment of this Sublease or a subletting of all or any portion of the Premises, Subtenant and Guarantor shall still remain liable to Sublandlord for all obligations under this Sublease unless expressly released in writing from such obligations by Sublandlord.

**13. Mortgage Subordination and Attornment.** Upon written request by Sublandlord or Prime Landlord, pursuant to a request by any mortgagee of Sublandlord's and/or Prime Landlord's interest in the Premises, or by any person, firm or corporation intending to become such a mortgagee, Subtenant agrees to subordinate its rights under this Sublease to the lien of any mortgage covering the Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided the mortgagee named in said mortgage shall agree to recognize this Sublease in the event of foreclosure if Subtenant is not in default hereunder. Subtenant agrees that upon the written request of Sublandlord, Prime Landlord or any mortgagee named in such mortgage, it will



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execute and deliver whatever instruments may be required for such purposes. Subtenant will, in the event of the sale or assignment of Sublandlord's or Prime Landlord's interest in the Premises or in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of the power of sale under any mortgage covering the Premises, attorn to and recognize such purchaser or mortgagee as landlord under this Sublease. Similar to Section 16 of this Sublease, upon request by Subtenant, Sublandlord shall execute waivers or consent agreements in a form acceptable to Sublandlord in its sole and absolute discretion permitting the pledge of this Sublease as a subleasehold mortgage in favor of Subtenant's bank or institutional lender and providing such bank or institutional lender with limited rights including cure, assumption and/or entry in the event of a foreclosure. The parties acknowledge and agree that all such consents to any subleasehold mortgage shall likewise require a corresponding pledge (and Franchisor's consent to such pledge) of Subtenant's interest under the Franchise Agreement to such bank or institutional lender. The parties further acknowledge and agree that in no event shall any similar waivers or consent be requested from or obtained from Prime Landlord.

### **14. Indemnification and Insurance.**

(a) Indemnification. Subtenant hereby agrees to indemnify and hold harmless Prime Landlord and Sublandlord and their respective employees, officers, directors and agents, with regard to Subtenant's leasing and use of the Premises, to the same extent that Sublandlord, as tenant or lessee, is required to indemnify and hold Prime Landlord harmless with respect to the Premises. In addition, Subtenant shall indemnify and hold harmless Sublandlord and Sublandlord's employees, officers, directors and agents against and from any and all claims made by or on behalf of any persons or entities for loss, damage or injury to property or person, resulting or arising by reason of the use and occupancy of the Premises by Subtenant (including any construction activity on the Premises undertaken by or through Subtenant), and in case any action or proceeding may be brought against Sublandlord by reason of any such claim for which Subtenant is liable hereunder, Subtenant, upon notice from Sublandlord, covenants to resist and defend such action or proceeding through legal counsel reasonably satisfactory to Sublandlord. The foregoing indemnity shall survive the expiration or earlier termination of this Sublease.

(b) Insurance Coverage. Subtenant hereby agrees to obtain and provide evidence satisfactory to Sublandlord and Prime Landlord, on or before the Effective Date, that Subtenant has in effect such insurance in the same amounts and of the same types required by the Prime Lease to be carried by the tenant thereunder with regard to the Premises; provided, however, that notwithstanding the requirements of the Prime Lease, Subtenant shall carry at a minimum the following insurance coverage (or such higher amounts as may, from time to time, be required under the provisions of the Franchise Agreement): (i) commercial general liability insurance and excess liability insurance for claims for bodily injury or property damage, occurring in or about the Premises (including liquor liability if any alcohol is served or sold within the Premises), with minimum limits of liability of Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate and One Million Dollars (\$1,000,000.00) Fire Legal Liability; (ii) employer's liability insurance with a minimum limit of Five Hundred Thousand Dollars (\$500,000.00) bodily injury by accident – each employee, bodily injury by disease – policy limit, and bodily injury by disease – each employee, statutory worker's compensation insurance, and such other disability benefits type insurance as may be required by statute or rule of the jurisdiction in which the Restaurant is located; (iii) property insurance on a special form causes of loss basis, including coverage for the perils of earth movement and flood, on the improvements located on the Premises, and any of Subtenant's personal property, fixtures and equipment, for the full replacement value thereof; and (iv) business income insurance or rental interruption insurance equal to one hundred percent (100%) of the Fixed Annual Rent due hereunder for a period of not less than twelve (12) months. It is expressly understood and agreed that the foregoing minimum limits of insurance coverage shall not limit the liability of Subtenant for its acts or omissions as provided in this Sublease.

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(c) Insurance Requirements. All insurance policies (with the exception of worker's compensation insurance to the extent not available under statutory law) shall designate Sublandlord and Prime Landlord (and any other party as required by the Prime Lease) as additional insureds as their interests may appear (and/or as loss payee if required by the Prime Lease). Any proceeds related to the insurance to be carried in subsection (b)(iv) above shall be paid directly to Subtenant unless Subtenant shall be in Default hereunder, in which case the proceeds shall be paid directly to Sublandlord. All such policies shall be written as primary policies, with deductibles not to exceed ten percent (10%) of the amount of coverage. Any other policies, including any policy now or hereafter carried by Sublandlord or Prime Landlord shall serve as excess coverage. Subtenant shall procure policies for all insurance for periods of not less than one (1) year and shall provide to Sublandlord and Prime Landlord certificates of insurance or, upon the request of Sublandlord or Prime Landlord, duplicate originals of insurance policies evidencing that insurance satisfying the requirements of this Sublease is in effect at all times. In the event of any transfer by Sublandlord of Sublandlord's interest in any of the Premises or any financing or refinancing of Sublandlord's interest in any of the Premises, Subtenant shall, upon not less than ten (10) days' prior written notice, deliver to Sublandlord, Prime Landlord or any lender providing such financing or refinancing, as the case may be, certificates of all insurance required to be maintained by Subtenant hereunder naming such transferee or such lender, as the case may be, as an additional named insured to the extent required herein effective as of the date of such transfer, financing or refinancing. Such insurance policies carried by Subtenant shall:

(i) provide for a waiver of subrogation by the insurer as to claims against Sublandlord, Prime Landlord and their respective employees and agents;

(ii) provide that any "no other insurance" clause in the insurance policy shall exclude any policies of insurance maintained by Sublandlord or Prime Landlord and that the insurance policy shall not be brought into contribution with insurance maintained by Sublandlord or Prime Landlord;

(iii) contain a standard without contribution mortgage clause endorsement in favor of Prime Landlord or any other party designated by Sublandlord;

(iv) provide that the policy of insurance shall not be terminated, cancelled or substantially modified without at least thirty (30) days' prior written notice to Sublandlord, Prime Landlord and to any other party covered by any standard mortgage clause endorsement;

(v) provide that the insurer shall not have the option to restore the applicable Premises if Sublandlord or Subtenant elects to terminate this Sublease in accordance with the terms hereof;

(vi) be issued by insurance companies licensed to do business in the jurisdiction in which the Premises are located and that are rated A:VI or better by Best's Insurance Guide or are otherwise approved by Sublandlord; and

(vii) provide that the insurer shall not deny a claim nor shall the insurance be cancelled, invalidated or suspended by (A) any action, inaction, conduct or negligence of Sublandlord, Prime Landlord or any other party covered by any standard mortgage clause endorsement, Subtenant, anyone acting for Subtenant or any subtenant or other occupant of any of the Premises, (B) occupancy or use of any of the Premises for purposes more hazardous than permitted by such policies, (C) any foreclosure or other proceedings relating to any of the Premises or change in title to or ownership of any of the Premises, or (D) any breach or violation

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by Subtenant or any other person of any warranties, declarations or conditions contained in such policies or the applications for such policies.

(d) Waiver of Subrogation. Sublandlord and Subtenant agree to and do hereby waive all rights of recovery and causes of action against the other party and their respective employees, invitees, servants, agents and all parties claiming by, through or under such party for any damage to the Premises or to any improvements or property located thereon caused by any of the perils covered by standard all-risk special perils property damage insurance policies, notwithstanding the fact that any such damage or destruction, by fire or other casualty, shall be due to the negligence of Subtenant or Sublandlord or their respective employees, invitees, servants, agents and any other person claiming through such party. Subtenant shall obtain a waiver of subrogation in the all-risk special perils property damage insurance policy carried by Subtenant.

(e) Evidence of Insurance. Subtenant shall not be permitted to enter the Premises unless and until Sublandlord has received evidence of all insurance required by this Section 14, and Sublandlord shall have the right to terminate this Sublease at any time following the Effective Date unless Subtenant provides the initial evidence of such insurance. Thereafter, Subtenant shall provide evidence that such insurance has been renewed not less than thirty (30) days prior to the expiration of any certificate previously provided. The parties acknowledge that Subtenant's insurance shall be in lieu of and not in duplication of any requirement of Sublandlord to maintain insurance.

(f) Conflict with Prime Lease. Notwithstanding anything contained in this Section to the contrary, should there be a conflict between the insurance requirements set forth in this Section and those set forth in the Prime Lease in that the insurance requirements under the Prime Lease are greater than those set forth herein, then the insurance requirements of the Prime Lease shall govern.

**15. Equipment.** All goods, wares, merchandise, inventory, machinery, Equipment and other personal property of Subtenant whatsoever kept in, on or about the Premises ("**Subtenant's Personal Property**") shall be at Subtenant's sole risk, and Sublandlord shall not be liable for any damage done to or loss of Subtenant's Personal Property arising from any cause whatsoever including, but not limited to, the bursting, overflowing or leaking of water, sewer, sprinkler system or steam pipes, or from the heating or plumbing fixtures, or from electric wires, or from gas or odors, or by reason of the failure of heat, gas or electricity, or from any other cause whatsoever.

**16. Security Interest of Sublandlord.** To secure the payment of all Rent and any other sums that may become due to Sublandlord under the terms of this Sublease, Sublandlord shall have and is hereby granted by Subtenant a lien and security interest upon all of Subtenant's Personal Property during the Sublease Term. Upon request by Subtenant, Sublandlord shall execute waivers or consent agreements in form acceptable to Sublandlord confirming the subordination of this lien, as required by a bank or institutional lender. The parties acknowledge and agree that in no event shall similar waivers or consent agreements be requested from or obtained from Prime Landlord. This Sublease shall also constitute a security agreement under the Uniform Commercial Code of the jurisdiction in which the Premises are located. None of Subtenant's Personal Property shall be removed from the Premises without the prior written consent of Sublandlord unless all Rent and all other sums then due to Sublandlord shall first have been paid and discharged in full. Subtenant hereby consents to the filing by the Sublandlord from time to time of any financing statements and other instruments necessary to perfect the first lien and security interest granted herein and to carry out the terms of this Section. Upon the occurrence of a Default by Subtenant under this Sublease, Sublandlord shall have the option, in addition to any other remedies provided herein or by law, to enter upon the Premises with or without the permission of Subtenant and take possession of any and all of Subtenant's Personal Property without liability for trespass or

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conversion and to enforce the first lien and security interest hereby granted in any manner provided by law.

The parties acknowledge and agree that all such consents to any subleasehold mortgage shall likewise require a corresponding pledge (and Franchisor's consent to such pledge) of Subtenant's interest under the Franchise Agreement to such bank or institutional lender. The parties further acknowledge and agree that in no event shall any similar waivers or consent be requested from or obtained from the Prime Landlord.

### 17. **Default by Subtenant.**

(a) Each of the following actions shall constitute a default and breach under the terms of this Sublease (a "**Default**"):

(i) any act or omission by Subtenant that would constitute a default under the Prime Lease;

(ii) if Subtenant shall fail to make any payment of Rent or any other charges or amounts due under this Sublease, on the day when such payments are due;

(iii) if Subtenant shall fail to perform any other provision, covenant or condition of this Sublease other than the payment of Rent or any other charges or amounts due;

(iv) if Subtenant abandons or vacates the Premises at any time during the Sublease Term;

(v) if Subtenant ceases to operate the Restaurant in accordance with this Sublease;

(vi) any act or omission that constitutes a default under the Franchise Agreement or any other Related Agreement (including without limitation any failure to complete required training), or failure to execute a Franchise Agreement;

(vii) if Subtenant makes an assignment for the benefit of creditors or enters into a composition agreement with creditors, or if the interest of Subtenant in the Premises or any personal property used in connection therewith is attached, levied upon or seized by legal process, or if Subtenant is found to be bankrupt or insolvent by any court of competent jurisdiction, or if a receiver is appointed for Subtenant;

(viii) if Subtenant's interest in the Sublease shall be vested in any third party by operation of law or otherwise, or if Subtenant has assigned this Sublease or the Premises are subleased by Subtenant in whole or in part without Sublandlord's prior written consent;

(ix) if Subtenant is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) or other similar legislation, orders or regulations in respect thereof (the "Orders") or on any other list maintained by OFAC pursuant to other applicable Orders or is indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering;

(x) if a final, nonappealable judgment is rendered by a court against Subtenant that has had or would reasonably be expected to have a material adverse effect on either the ability to

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conduct business at any of the Premises for its intended use or Subtenant's ability to perform its obligations under this Sublease, or is in the amount of \$100,000.00 or more, and in either event is not discharged within sixty (60) days from the date of entry thereof; or

(xi) a Remodel Default.

(b) Remedies of Sublandlord. In the event of any Default of Subtenant hereunder, and in addition to any other rights or remedies available to Sublandlord at law or in equity or otherwise available under the Prime Lease, Sublandlord shall have the right, but not the obligation, to do any one or more of the following:

(i) cure any Default of Subtenant, on behalf and at the sole cost and expense of Subtenant;

(ii) terminate this Sublease upon not less than fifteen (15) days' notice, whereupon Subtenant shall vacate the Premises on or before such date unless such Default shall be cured prior to the effective date of such termination (failing which, Sublandlord may institute dispossessory proceedings), and to collect from Subtenant all Rent and other sums due through the date of such termination;

(iii) without terminating this Sublease, re-enter the Premises and proceed to re-let all or any part of the Premises as Sublandlord, in its discretion, may deem reasonably necessary or appropriate;

(iv) declare immediately due and payable and to collect from Subtenant all Rent due from Subtenant for the remaining portion of the Sublease Term; or

(v) recover from Subtenant any other amount necessary to compensate Sublandlord for all detriment proximately caused by Subtenant's failure to perform its obligations under this Sublease or that in the ordinary course of things would be likely to result therefrom, including but not limited to any costs or expenses incurred by Sublandlord: (A) in retaking possession of the Premises, including reasonable attorney's fees therefor; (B) in maintaining or preserving the Premises after such Default; (C) in preparing the Premises for reletting to a new tenant including repairs or alterations to the Premises for such reletting; (D) as brokerage fees, leasing commissions and reasonable attorney's fees in connection with the reletting of the Premises to a new tenant; and (E) any other costs necessary or appropriate to relet the Premises.

**18. Cross Default.** Subject to any applicable cure periods, any Default under this Sublease shall be considered a default under the Franchise Agreement and the Related Agreements. Subtenant acknowledges agreement with the cross-default provisions of this Section and all other terms and conditions of this Sublease relating to the Franchise Agreement and the Related Agreements. Simultaneously with Subtenant's execution of this Sublease, Guarantors shall execute and deliver to Sublandlord an Acknowledgment of Cross Default Provisions and Right to Modify Subleases in the form attached hereto as Exhibit C (the "**Guarantor Acknowledgment**") for the purpose of acknowledging their agreement with the cross-default provisions of this Section and all other terms and conditions of this Sublease relating to the Franchise Agreement and the Related Agreements.

**19. Estoppel Certificates.**

(a) At any time, and from time to time, each party hereto shall, promptly and in no event later than ten (10) days after a request from the other party, execute, acknowledge and deliver to the other

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party, a certificate in the form reasonably satisfactory to the requesting party, certifying: (i) that Subtenant has accepted the Premises; (ii) that this Sublease is in full force and effect and has not been modified (or if modified, setting forth all modifications), or, if this Sublease is not in full force and effect, the certificate shall so specify the reasons therefor; (iii) the commencement and expiration dates of the Sublease Term, including the terms of any extension options of Subtenant; (iv) the date to which the rents have been paid under this Sublease and the amount thereof then payable; (v) whether there are then any existing defaults by the other party in the performance of its obligations under this Sublease, and, if there are any such defaults, specifying the nature and extent thereof, (vi) that no notice has been received by the certifying party of any default under this Sublease that has not been cured, except as to defaults specified in the certificate; (vii) the capacity of the person executing such certificate, and that such person is duly authorized to execute the same on behalf of said party; (viii) that neither Sublandlord nor Prime Landlord has actual involvement in the management or control of decision making related to the operational aspects or the day-to-day operations of the Premises; and (ix) any other information reasonably requested by the requesting party.

(b) If Subtenant shall fail or refuse to sign a certificate in accordance with the provisions of this Section within ten (10) days following a request by Sublandlord, Subtenant irrevocably constitutes and appoints Sublandlord as its attorney-in-fact to execute and deliver the certificate to any such third party, it being stipulated that such power of attorney is coupled with an interest and is irrevocable and binding; provided, however, that Sublandlord's execution and delivery of such certificate on behalf of Subtenant shall not cure any Default arising by reason of Subtenant's failure to execute and deliver such certificate.

**20. Notices and Rent Payment.** Except for legal process that may also be served in any other manner permitted by the applicable rules of procedure (other than by tacking), all notices required or desired to be given with respect to this Sublease shall be in writing and shall be deemed to have been "received" by the receiving party when hand delivered and/or, if sent by certified mail return receipt requested or by same day or overnight receipted courier service, when actually received or refused, and shall be addressed as follows:

To Sublandlord:

\_\_\_\_\_  
c/o The Wendy's Company  
4288 W. Dublin-Granville Road  
Dublin, OH 43017  
Attn: Sublease Management (Site # \_\_\_\_\_)  
Phone: (614) 764-3100  
Fax: (614) 764-3243

To Subtenant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_\_

or such other addresses as either party hereafter designates to the other in writing as aforesaid. Any Rent or other amount due to Sublandlord hereunder not paid electronically by pre-authorized transfer shall be remitted to the following address:

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\_\_\_\_\_  
4288 W. Dublin-Granville Road  
Dublin, OH 43017  
Attn: Sublease Management (Site # \_\_\_\_\_)

or such other address as Sublandlord hereafter designates in writing.

**21. Joint and Several Obligation.** In the event Subtenant under this Sublease consists of more than one entity and/or individual, its and their liability under this Sublease is agreed to be joint and several.

**22. Subtenant's Compliance with Environmental Laws.** Subtenant shall comply or use its best efforts to secure compliance with all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, any hazardous material (as hereinafter defined), waste disposal, air emissions and other environmental matters with respect to the use or occupation of the Premises. Subtenant shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by Subtenant or any other person or entity. If Subtenant breaches the obligations stated herein or if the presence of hazardous material on the Premises caused or permitted to be caused by Subtenant results in the contamination of the Premises, or any portion thereof, or if the contamination of the Premises by hazardous material otherwise occurs for which Subtenant is legally liable to Prime Landlord or Sublandlord for damage resulting therefrom, then Subtenant shall indemnify, defend and hold harmless Prime Landlord and Sublandlord and their respective employees, officers, directors and agents from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including without limitation, diminution in value of the Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) that arise during or after the Sublease Term as a result of such contamination. This indemnification of Prime Landlord and Sublandlord by Subtenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of hazardous material being present in the soil or groundwater on or under the Premises. Without limiting the foregoing, if the presence of any hazardous material on the Premises caused or permitted to be caused by Subtenant results in any contamination of the Premises, or any portion thereof, Subtenant shall promptly take all actions, at no cost or expense to Prime Landlord or Sublandlord, as are necessary to return the Premises to the condition existing prior to the introduction of any such hazardous material to the Premises, provided that Sublandlord's approval of such action shall first be obtained. The foregoing indemnity shall survive the expiration or earlier termination of this Sublease. As used herein, the term "**hazardous material**" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, the Toxic Substances Control Act, as amended, or any other federal, state or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

**23. Surrender of Premises.** Subtenant will deliver up and surrender possession of the entire Premises, including, without limitation, the Restaurant and all other improvements located on the Premises, to Sublandlord upon the expiration of the Sublease Term or the termination of this Sublease for any reason, in their original condition, reasonable wear and tear excepted, or such other superior condition as may be specified in the Prime Lease. Subtenant shall also comply at its sole cost and expense with all terms and conditions of the Franchise Agreement to be complied with on surrender of the Premises.

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### 24. **Relationship to Prime Lease.**

(a) This Sublease and all of Subtenant's rights hereunder are expressly subject to and subordinate to all of the terms of the Prime Lease. Subtenant hereby acknowledges that it has received a copy of the Prime Lease and has read all of the terms and conditions thereof. Subtenant hereby assumes all obligations of Sublandlord, as tenant or lessee under the Prime Lease, with respect to the Premises and agrees to be bound by the terms of the Prime Lease as fully and to the same extent as if Subtenant were the tenant or lessee under the Prime Lease. Sublandlord agrees that Sublandlord shall, when necessary and when requested by Subtenant, endeavor to cause Prime Landlord to perform its obligations as landlord under the Prime Lease. Subtenant acknowledges that except as expressly provided in herein, any termination of the Prime Lease will result in a termination of this Sublease.

(b) Subtenant hereby acknowledges and agrees that Subtenant shall not contact the Prime Landlord directly for any reason without Sublandlord's prior written consent.

(c) **Notwithstanding anything to the contrary contained herein, Subtenant shall not be entitled to exercise any rights of first offer, rights of first refusal, or purchase options contained in the Prime Lease.**

(d) *[Notwithstanding any contrary provision herein, the following terms and provisions of the Prime Lease shall not apply to Subtenant and shall not be deemed a part of this Sublease or the rights and obligations of Subtenant under this Sublease:*

(i) *LIST EXCLUSIONS HERE, IF ANY]*

(e) Notwithstanding anything to the contrary contained herein, Subtenant shall not be entitled to exercise any rights of first offer, rights of first refusal, or purchase options contained in the Prime Lease.

25. **Brokers.** Sublandlord and Subtenant each represents and warrants to the other that no broker, agent, commission salesman or other person has represented the warranting party in the negotiations for and procurement of this Sublease and of the Premises, and that no commissions, fees or compensation of any kind are due and payable in connection herewith to any such person or entity. Each of Sublandlord and Subtenant agrees to indemnify and hold the other harmless from and against any and all costs or claims of any agent, broker or other person claiming to be acting on behalf of the indemnifying party for fees, commissions or other compensation by reason of the transaction contemplated by this Sublease or otherwise resulting from breach by the indemnifying party of the representations in this Section.

26. **Guaranty.** Simultaneously with the execution of this Sublease and as an express condition of the effectiveness hereof, each Guarantor shall guarantee the obligations of Subtenant hereunder, including the payment of Rent and the performance of all covenants and agreements of Subtenant hereunder, pursuant to the Guaranty. Within fifteen (15) days of Sublandlord's request, Subtenant shall cause Guarantor to provide an audited balance sheet of each Guarantor as of the most current year-end prepared in accordance with generally accepted accounting principles consistently applied. *[The obligations of the Guarantor hereunder shall be joint and several.]*

27. **Right to Inspect and Show Premises.** Subtenant agrees that Sublandlord or Sublandlord's representative(s) shall have the right at all reasonable times to enter upon and to inspect the Premises to ascertain that Subtenant is carrying out the terms, conditions and provisions of this Sublease, including but not limited to Subtenant's compliance with all laws and ordinances. In the event that Sublandlord identifies any deficiencies in maintenance or lack of compliance with laws, Subtenant covenants and



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agrees that it shall take immediate steps to rectify and cure any such issues within the earlier of thirty (30) days or such timeframe as required under the Prime Lease or under any governmental notice or order. Sublandlord shall have the right to show the Premises to prospective purchasers at any time during the Sublease Term or to prospective tenants during the last six (6) months of the Sublease Term.

**28. Costs and Legal Fees.** If either party brings or commences any legal action or proceeding to enforce any of the terms of this Sublease (or for damages by reason of an alleged breach of this Sublease), the prevailing party in any litigation between the parties shall be entitled to recover, as a part of its judgment, reasonable attorneys' fees and costs of suit.

**29. Miscellaneous.**

(a) This Sublease shall be governed by the laws of the jurisdiction in which the Premises are located. This Sublease supersedes all prior discussions and agreements between the parties and incorporates their entire agreement with respect to the matters set forth herein, and shall not be modified, changed or altered in any respect, except by written instrument executed by duly authorized officers of each of the parties hereto.

(b) Any term used in this Sublease which begins with initial capital letters and is not defined herein shall have the same meaning attributable to that term in the Prime Lease.

(c) The captions used in this Sublease are for convenience only and do not in any way limit or amplify the terms and provisions hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to the Sublease as a whole except where noted otherwise. The necessary grammatical changes required to express singular, plural, male, female or neuter, as applicable, shall be assumed in each case to be fully expressed.

(d) Time is of the essence with respect to the provisions of this Sublease. If the time period by which any right, option or election provided under this Sublease must be exercised, or by which any act required hereunder must be performed, expires on a day that is not a Business Day, then such time period shall be automatically extended through the close of business on the next regularly scheduled Business Day. For purposes of the foregoing, "**Business Day**" means any day that is not a Saturday, Sunday or other day on which commercial banks in the State of Ohio or the jurisdiction where the Premises are located are required or authorized by law to remain closed.

(e) Any transfer tax or other tax payable to any governmental taxing authority, including the county in which the Premises lies, by reason of the execution of this Sublease and/or recordation of a memorandum thereof shall be paid by Subtenant.

(f) This Sublease shall be treated in all respects as an estate for years and not a usufruct. Express provision in this Sublease for any rights or duties that are imposed by law or statute with respect to estates for years shall in no way be deemed or construed as an indication or implication that any relationship other than lessor and lessee has been created.

(g) The provisions of this Sublease shall inure to the benefit of and be binding upon Sublandlord and Subtenant and their respective successors, heirs, legal representatives and assigns; subject, however, in the case of Subtenant, to Section 12 with respect to the rights of Subtenant to further assign this Sublease or sublet the Premises.

(h) No failure or delay by Sublandlord or Subtenant to exercise any right or power given it or to insist upon strict compliance by the other with any obligation imposed on it, and no custom or practice of

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either party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by Sublandlord or Subtenant or any right either party has herein to demand strict compliance with the terms hereof by the other. This Sublease (including all exhibits and addenda attached hereto) contains the sole and entire agreement of Sublandlord and Subtenant with respect to the subject matter hereof, and no prior or contemporaneous oral or written representation or agreement between the parties and affecting the Premises shall have legal effect so as to modify or amend or change the conditions hereof.

(i) Upon request of either party, the parties shall execute a recordable short form or memorandum of lease in a form reasonably acceptable to Sublandlord and Subtenant setting forth the matters described therein, and such other non-monetary terms or provisions as may be reasonably required by either party hereto. The cost of any such recording shall be borne by Subtenant.

(j) If any clause or provision of this Sublease or the application thereof to any person, entity or circumstance is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity now or hereafter effective during its Sublease Term, the intention of the parties hereto is that the remaining parts of this Sublease and the application of such clause or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each such clause or provision shall be valid and enforceable to the fullest extent permitted by law.

(k) This Sublease may be executed in counterparts by the parties hereto and all such counterparts when taken together shall be deemed to be one original.

(l) Subtenant hereby acknowledges and agrees that neither Subtenant nor any lender providing funds to Subtenant shall record a financing statement, subleasehold mortgage or any other document against the Premises without Sublandlord's express written consent.

**[COUNTERPART SIGNATURE PAGES FOLLOW]**

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IN WITNESS WHEREOF, this Sublease has been duly executed by the parties hereto as of the day and year first above written.

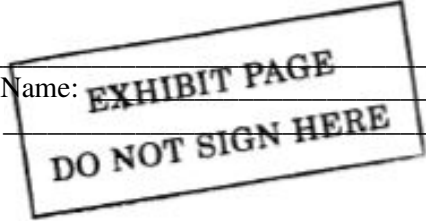
**SUBLANDLORD:**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_,  
a \_\_\_\_\_ limited liability company

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Legal Approved: \_\_\_\_\_

Portfolio Management Approved: \_\_\_\_\_

STATE OF OHIO  
COUNTY OF FRANKLIN

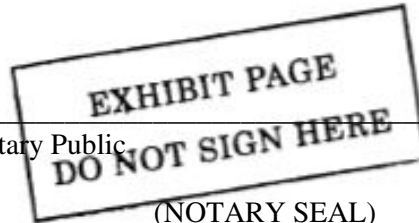
PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_, respectively, of \_\_\_\_\_, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged to be such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained as and for the company.

WITNESS my hand and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

My Commission Expires:

\_\_\_\_\_

Notary Public



(NOTARY SEAL)

*(Signatures Continue Next Page)*

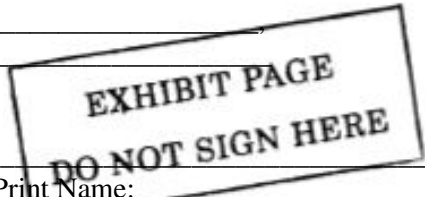
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**SUBTENANT:**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_ a \_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, \_\_\_\_\_, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged to be the \_\_\_\_\_ of \_\_\_\_\_, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as and for the company.

WITNESS my hand and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_ Notary Public  
(NOTARY SEAL)



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**EXHIBIT A**  
**Premises**

# EXHIBIT Q

Street Address  
City, State  
Wendy's Site # \_\_\_\_\_

## EXHIBIT B

### GUARANTY OF SUBLEASE AGREEMENTS

As of this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, the undersigned guarantor, \_\_\_\_\_, a \_\_\_\_\_ (hereinafter referred to as "**Guarantor**"), having an address of \_\_\_\_\_, for and in consideration of mutual promises, the leasing of the Premises (as defined below) to \_\_\_\_\_, a \_\_\_\_\_, as "**Subtenant**" ("**Subtenant**"), and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, hereby covenant and agree to jointly and severally guarantee the payment and performance by Subtenant of all the terms, covenants, conditions and agreements (collectively, the "**Obligations**") contained in each of the \_\_\_\_\_ (\_\_\_\_) Sublease Agreements dated effective as of even date herewith and listed on **Schedule A** attached hereto and made a part hereof (each a "**Sublease**" and collectively, the "**Subleases**"), by and between Subtenant and \_\_\_\_\_, a \_\_\_\_\_, as "**Sublandlord**" (the "**Sublandlord**"), for certain property more particularly described in each of the Subleases and identified by street address on **Schedule A** attached hereto (collectively, the "**Premises**"). Guarantors hereby represent and warrant that each Sublease with Subtenant will be to the interest and advantage of Guarantors and acknowledge and agree that this Guaranty of Sublease Agreements (this "**Guaranty**") is a substantial inducement to Sublandlord to enter into each of the Subleases. Guarantors further agree to pay all reasonable costs and expenses, including without limitation reasonable attorneys' fees, paid or incurred by Sublandlord in endeavoring to collect or enforce the terms of this Guaranty and/or Obligations of Subtenant under a Sublease.

Guarantors further agree that this Guaranty and no Guarantor's liability hereunder shall be impaired or affected by any modification, supplement, extension or amendment of a Sublease to which the parties, including without limitation Subtenant, may hereafter agree, nor by any modification, release or other alteration of any of the Obligations hereby guaranteed, nor by any other agreements or arrangements whatever with Subtenant. The liability of Guarantors hereunder is direct and unconditional and may be enforced without requiring Sublandlord to first resort to any other right, remedy or security. Guarantors shall not have any right of subrogation, reimbursement or indemnity whatsoever unless and until all of the Obligations have been paid in full. This Guaranty is a continuing guaranty that shall remain in full force and effect during the term of each Sublease unless Sublandlord and Subtenant mutually agree in writing to terminate it, whereupon this Guaranty will have no further force or effect; provided, however, that if the term of a Sublease is terminated due to the uncured breach or default by Subtenant, then each Guarantor's liability hereunder shall continue with respect to the unfulfilled Obligations of Subtenant. Neither the discharge of Subtenant or of any other person or party from the Obligations in bankruptcy or in any similar proceeding or other event shall discharge or satisfy the liability of either Guarantor hereunder except the full performance of all of the Obligations.

Each Guarantor also agrees to, jointly and severally with the other Guarantor, indemnify and hold Sublandlord harmless against all obligations, demands and liabilities, by whomever asserted, and against all losses in any way suffered incurred or paid by Sublandlord as a result or in any way arising directly out of, or from, an uncured breach by Subtenant of any of the Obligations, and to pay all costs and expenses, including reasonable attorneys' fees actually incurred, of any proceeding by Sublandlord to enforce this Guaranty.

Each Guarantor also expressly waives the following (except as expressly provided for or reserved herein): notice of acceptance hereof; the right to a jury trial in any action hereunder; presentment and protest of any instrument and notice thereof; and all other notices to which such Guarantor might otherwise be entitled.

Each Guarantor agrees that upon Sublandlord's request (which shall not exceed once per year), such Guarantor shall provide the most current reviewed financial statements of such Guarantor prepared

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Wendy's Site # \_\_\_\_\_

in accordance with generally accepted accounting principles consistently applied and certified by a certified public accountant to be true and correct.

This Guaranty, all acts and transactions hereunder, and the rights and obligations of the parties shall be binding upon and inure to the benefit of Guarantors, Subtenant and Sublandlord, and their respective successors and assigns. This Guaranty may not be changed or modified, except by a written instrument signed by each of the Guarantors, Subtenant and Sublandlord. Notices under or pursuant to this Guaranty shall be given either by United States Postal Service certified mail return receipt requested, or by receipted same-day or overnight private courier service (e.g. Federal Express or similar carrier), to a party at their address specified herein or to their last address specified by at least ten (10) days' notice to the other party. Notices shall be deemed effective on the date of delivery, as evidenced by return receipt, or the date of refusal to accept delivery or inability to deliver, as evidenced by return receipt or by records or the courier service.

This Guaranty may be executed by the parties hereto in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart. Furthermore, delivery of a copy of a counterpart signature by facsimile or electronic transmission shall constitute a valid and binding execution and delivery of this Guaranty, and such copy shall constitute an enforceable original document.

*[Remainder of Page Intentionally left blank]*

*[Signature page follows]*

**EXHIBIT Q**

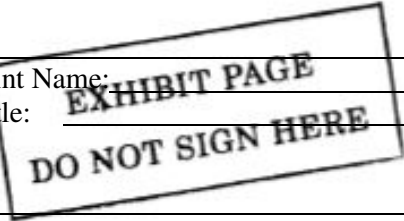
Street Address  
City, State  
Wendy's Site # \_\_\_\_\_

IN WITNESS WHEREOF, Guarantors have caused this Guaranty of Sublease Agreements to be executed and delivered as of date first set forth above.

**GUARANTORS:**

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



\_\_\_\_\_, Individually

\_\_\_\_\_, Individually

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

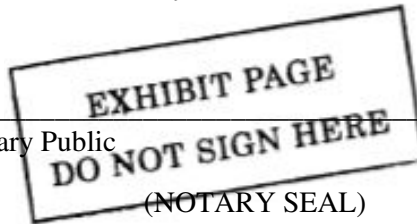
PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, \_\_\_\_\_, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged to be the \_\_\_\_\_ of \_\_\_\_\_, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as and for the company.

WITNESS my hand and official seal at office this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

My Commission Expires:

\_\_\_\_\_

Notary Public



(NOTARY SEAL)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

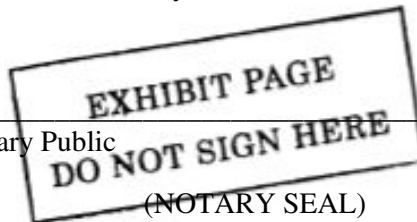
The undersigned authority, a Notary Public in and for the above state and county, hereby certified that before me personally appeared \_\_\_\_\_, who was known to me as the person described in and who executed the foregoing instrument, and who acknowledged that he executed the foregoing instrument for the purposes therein stated.

WITNESS my hand and official seal at office this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

My Commission Expires:

\_\_\_\_\_

Notary Public



(NOTARY SEAL)



**EXHIBIT Q**

Street Address  
City, State  
Wendy's Site # \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

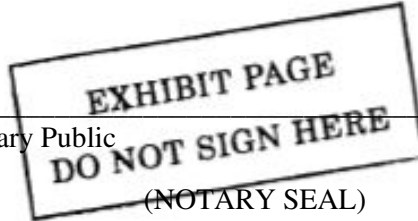
The undersigned authority, a Notary Public in and for the above state and county, hereby certified that before me personally appeared \_\_\_\_\_, who was known to me as the person described in and who executed the foregoing instrument, and who acknowledged that he executed the foregoing instrument for the purposes therein stated.

WITNESS my hand and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public



# EXHIBIT Q

Street Address  
City, State  
Wendy's Site # \_\_\_\_\_

## SCHEDULE A

### SUBLEASE AGREEMENTS

1. Sublease Agreement dated effective as of \_\_\_\_\_, 202\_\_ by and between \_\_\_\_\_, as Sublandlord, and \_\_\_\_\_, as Subtenant, for the premises commonly known as \_\_\_\_\_ (**Wendy's Site #\_\_\_\_\_**).
2. Sublease Agreement dated effective as of \_\_\_\_\_, 202\_\_ by and between \_\_\_\_\_, as Sublandlord, and \_\_\_\_\_, as Subtenant, for the premises commonly known as \_\_\_\_\_ (**Wendy's Site #\_\_\_\_\_**).
3. Sublease Agreement dated effective as of \_\_\_\_\_, 202\_\_ by and between \_\_\_\_\_, as Sublandlord, and \_\_\_\_\_, as Subtenant, for the premises commonly known as \_\_\_\_\_ (**Wendy's Site #\_\_\_\_\_**).
4. Sublease Agreement dated effective as of \_\_\_\_\_, 202\_\_ by and between \_\_\_\_\_, as Sublandlord, and \_\_\_\_\_, as Subtenant, for the premises commonly known as \_\_\_\_\_ (**Wendy's Site #\_\_\_\_\_**).
5. Sublease Agreement dated effective as of \_\_\_\_\_, 202\_\_ by and between \_\_\_\_\_, as Sublandlord, and \_\_\_\_\_, as Subtenant, for the premises commonly known as \_\_\_\_\_ (**Wendy's Site #\_\_\_\_\_**).

**EXHIBIT Q**

Street Address  
City, State  
Wendy's Site # \_\_\_\_\_

**EXHIBIT C**

**ACKNOWLEDGMENT OF CROSS DEFAULT PROVISIONS  
AND RIGHT TO MODIFY SUBLEASES**

The undersigned hereby (a) acknowledge and agree with the cross default provisions contained in Paragraph 18 of each of the Sublease Agreements listed on **Schedule A** attached hereto and all other terms and conditions of the Sublease Agreements relating to the Franchise Agreements and the other Related Agreements (as such terms are defined in the Sublease Agreements) and (b) acknowledge and agree that the obligations of the undersigned shall not be affected by any modification, supplement, extension or amendment of a Sublease Agreement to which the parties, including without limitation, Subtenant, may hereafter agree, nor by any modification, release or other alteration of any other agreements or arrangements whatever with Subtenant, regardless of whether the undersigned consents thereto or has notice thereof.

**GUARANTOR:**

\_\_\_\_\_  
[Name] 

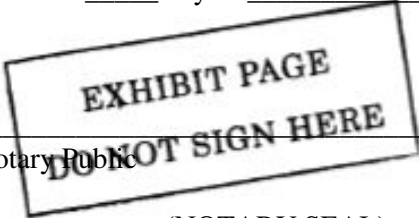
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The undersigned authority, a Notary Public in and for the above state and county, hereby certified that before me personally appeared \_\_\_\_\_, who was known to me that he/she was the person described in and who executed the foregoing instrument, and who acknowledged that he/she executed the foregoing instrument for the purposes therein stated.

WITNESS my hand and official seal at office this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public 

(NOTARY SEAL)

# EXHIBIT Q

Street Address  
City, State  
Wendy's Site # \_\_\_\_\_

## SCHEDULE A

### SUBLEASE AGREEMENTS

1. Sublease Agreement dated effective as of \_\_\_\_\_, 202\_\_ by and between \_\_\_\_\_, as Sublandlord, and \_\_\_\_\_, as Subtenant, for the premises commonly known as \_\_\_\_\_ (**Wendy's Site #\_\_\_\_\_**).
2. Sublease Agreement dated effective as of \_\_\_\_\_, 202\_\_ by and between \_\_\_\_\_, as Sublandlord, and \_\_\_\_\_, as Subtenant, for the premises commonly known as \_\_\_\_\_ (**Wendy's Site #\_\_\_\_\_**).
3. Sublease Agreement dated effective as of \_\_\_\_\_, 202\_\_ by and between \_\_\_\_\_, as Sublandlord, and \_\_\_\_\_, as Subtenant, for the premises commonly known as \_\_\_\_\_ (**Wendy's Site #\_\_\_\_\_**).
4. Sublease Agreement dated effective as of \_\_\_\_\_, 202\_\_ by and between \_\_\_\_\_, as Sublandlord, and \_\_\_\_\_, as Subtenant, for the premises commonly known as \_\_\_\_\_ (**Wendy's Site #\_\_\_\_\_**).
5. Sublease Agreement dated effective as of \_\_\_\_\_, 202\_\_ by and between \_\_\_\_\_, as Sublandlord, and \_\_\_\_\_, as Subtenant, for the premises commonly known as \_\_\_\_\_ (**Wendy's Site #\_\_\_\_\_**).

# EXHIBIT Q

## SECURED PROMISSORY NOTE

FRANKLIN COUNTY, OHIO

\$ \_\_\_\_\_, 202\_\_

FOR VALUE RECEIVED, the undersigned, \_\_\_\_\_ (collectively the “**Maker**”), whose principal address is \_\_\_\_\_, \_\_\_\_\_, promises to pay to the order of QUALITY IS OUR RECIPE, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the “**Payee**”), at One Dave Thomas Blvd., Dublin, OH 43017, or at such other place as the Payee may from time to time designate in writing, the principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) plus interest at the annual rate of \_\_\_\_\_ percent (\_\_\_\_%).

Commencing on \_\_\_\_\_, and continuing on the first day of each consecutive month thereafter until maturity, by acceleration or otherwise, Maker shall pay to Payee monthly installments of principal and interest in the amount of \$ \_\_\_\_\_ in accordance with the Amortization Schedule attached hereto as *Exhibit A* and incorporated herein. The entire amount due hereunder, including all unpaid principal and accrued interest, shall be due and payable in full on \_\_\_\_\_.

All principal and interest shall be payable in arrears. Interest hereon shall be calculated on the basis of a 360-day year applied to the actual number of days elapsed. All payments of principal and interest hereon shall be payable at par in lawful currency of the United States. Except as otherwise described herein, all amounts received for payment of this Note shall be first applied to any expenses due Payee under this Note or the Security Agreement, then to accrued interest, and finally to the reduction of principal.

The principal amount of this Secured Promissory Note represents an aggregate of amounts of existing indebtedness that the Maker freely admits are due and owing to Payee, and/or its subsidiaries, affiliates and related entities pursuant to certain Unit Franchise Agreements (the “**Franchise Agreements**”) for the Wendy’s Old Fashioned Hamburgers Restaurants described on *Exhibit B* (“**Restaurants**”) attached hereto and made a part hereof, and relates to, and arises from, the business relationship between Maker and Payee with regard to the Restaurants and the Franchise Agreements. The principal amount hereunder is comprised of \$ \_\_\_\_\_ in royalties for the months of \_\_\_\_\_, and \$ \_\_\_\_\_ in fees due to The Wendy’s National Advertising Program, Inc. (“**WNAP**”) for the months of \_\_\_\_\_, and accrued late charges of \$ \_\_\_\_\_, is further evidence of existing indebtedness under the Franchise Agreements, and does not represent payment of obligations owed to Payee, The Wendy’s National Advertising Program, Inc., and/or Payee’s subsidiaries, affiliates and related entities under any Franchise Agreements or under any other written instrument entered into by or between Maker, or certain of them, and Payee, nor is the principal amount hereunder separate from the obligation to cure arrearages under the Franchise Agreements as set forth under Section 365 of the U.S. Bankruptcy Code.

## EXHIBIT Q

In the event that any payment of principal and/or interest is not actually received by the Payee on or prior to the respective due date, the Maker agrees to pay Payee a late charge equal to the greater of twelve percent (12%) per annum on such delinquent amount until paid, or such amount as is permitted by law.

Payments due hereunder shall be paid by pre-authorized wire transfer, electronic transfer via automated clearing houses, similar commonly-accepted methods of funds transfer or such other method as Payee may designate in writing from time to time. Maker shall undertake all actions necessary and shall deliver to Payee all necessary information (including financial institution of origin and relevant account numbers) pertaining to such pre-authorized transfers.

### **OPTIONAL LANGUAGE - Pick from Options 1, 2 or 3**

**Option 1** Use Option 1 if the Note has a principal balance of less than \$50,000.00 or if the Note is being amortized over a period of less than 3 years:

*Prepayment of the principal of this Note shall be permitted without premium or penalty of any kind.*

**Option 2** Use Option 2 if the Note has a principal balance of \$50,000.00 or more and is being amortized over a period of 3 years to 7 years:

*Prepayment of the principal of this Note shall be permitted without premium or penalty of any kind, provided, however, that if Payee, in Payee's sole discretion, elects to assign, sell or transfer this Note, then in the event of an early payoff, Maker shall be required to pay to an Assignee of Payee a prepayment premium equal to 3% of the Note payoff amount during the first Loan Year (as defined herein) of the Note, 2% of the Note payoff amount during the second Loan Year of the Note, and 1% of the Note payoff amount during the third Loan Year of the Note, and 0% of the Note payoff amount after the end of the third Loan Year, and in no event is Maker permitted to pay any lump sum payments, without paying the Note in full, plus the prepayment premium during the first three (3) Loan Years of the Note.*

*The first Loan Year shall mean the period of time commencing on the date of this Note and ending on the last day of the twelfth consecutive month commencing with the month after the month in which this Note is dated, unless this Note is dated the first day of a month, in which case the first Loan Year shall mean the twelve consecutive calendar months commencing with the date of this Note. Each subsequent Loan Year shall mean the successive twelve consecutive month period following the preceding Loan Year.*

**Option 3** Use Option 3 if the Note has a principal balance of \$50,000.00 or more and is being amortized for longer than 7 years:

*Prepayment of the principal of this Note shall be permitted without premium or penalty of any kind, provided, however, that if Payee, in Payee's sole discretion, elects to assign, sell or transfer this Note, then (a) in the event of an early payoff, Maker shall be required to pay to an Assignee of Payee a prepayment premium. The prepayment premium shall be equal to 5% of the Note payoff amount during the first Loan Year (as defined herein), 4% of the Note payoff amount during the second Loan Year, 3% of the Note payoff amount during the third Loan Year, 2% of the Note payoff amount during the fourth Loan Year, 1% of the Note payoff amount during the fifth Loan Year, and 0% of the loan payoff amount after the end of the fifth Loan Year; and (b) in*

## EXHIBIT Q

no event is Maker permitted to pay any lump sum payments, without paying the Note in full, plus the premium, during the first five Loan Years of the Note.

In addition to the prepayment premium referenced above, in the event of an early payoff of the Note, Maker shall be required to pay a prepayment fee. Such prepayment fee shall be determined by: (i) calculating the decrease (expressed in basis points) in the current weekly average yield of ten (10) year U.S. Dollar interest Rate Swaps [as published in Federal Reserve Statistical Release H.15(519)] (the "Index") from           (Insert Date)           to the Friday immediately preceding the week in which the prepayment is to be made and dividing such decrease by 100; (ii) multiplying the result determined by the prepayment factor shown below corresponding to the applicable Loan Year as indicated below during which such prepayment is made; and (iii) multiplying such product by the principal balance to be prepaid. The Prepayment Factor shall be the amount shown on the following chart for the year in which the prepayment occurs:

**Note to Drafter: See Franchise Finance for Chart for terms other than 10 years. The Prepayment Factor above applies on all Notes with terms longer than 7 years. The chart to the right is an example of a 10-year Note.**

<u>Loan Year</u>	<u>Premium Factor</u>
1	0.047
2	0.043
3	0.038
4	0.033
5	0.029
6	0.024
7	0.019
8	0.014
9	0.010
10	0.005

The first Loan Year shall mean the period of time commencing on the date of this Note and ending on the last day of the twelfth consecutive month commencing with the month after the month in which this Note is dated, unless this Note is dated the first day of a month, in which case the first Loan Year shall mean the twelve consecutive calendar months commencing with the date of this Note. Each subsequent Loan Year shall mean the successive twelve consecutive month period following the preceding Loan Year. If the Index is unchanged or has increased since the date of this Note no prepayment fee shall be due.

This Note may not be changed orally, but only by an agreement in writing signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

This Note may be assigned, sold or transferred by Payee at Payee's sole discretion. If so assigned, the Assignee hereof shall have and be entitled to exercise any and all discretion, rights and powers of Payee, but Assignee shall not be chargeable with any obligations or liabilities of Payee hereunder or with respect thereof. Maker hereby agrees that Payee may, in its sole discretion, disclose pertinent financial information relative to Maker to any Assignee in order to facilitate the assignment, sale or transfer of this Note. Maker agrees that it will not assert against Assignee any claim, defense, counterclaim or offset on account of this Note in any action brought by an Assignee.

## EXHIBIT Q

In the event of any loss, theft, destruction or mutilation of this Note, upon Maker's receipt of an affidavit of an officer of Payee as to such loss, theft, destruction or mutilation and an appropriate indemnification, Maker will execute and deliver a replacement Note in the same principal amount and otherwise of like tenor as the lost, stolen, destroyed or mutilated Note.

The holders of this Note and all successors thereof shall have all of the rights of a holder in due course as provided under the Ohio Uniform Commercial Code and other laws of the State of Ohio. Maker hereby waives demand, presentment, protest, notice of protest and/or dishonor and all other notices or requirements that might otherwise be required by law. Maker hereby consents to the granting of any extension of time of payment or any other indulgence and to the addition or release of any other obligor or maker. The Maker promises to pay on demand all costs of collection, including attorney's fees and court costs, paid or incurred by Payee in enforcing this Note upon Maker's default hereunder.

The occurrence of any of the following shall constitute an event of default under this Note:

- (a) The failure of Maker to make any payment when due under this Note (time is of the essence of this Note);
- (b) The institution of proceedings by or against Maker under any state insolvency laws, federal bankruptcy law or similar debtor relief laws then in effect;
- (c) Maker becoming insolvent or generally failing to pay its debts as they become due;
- (d) The entry of a judgment against Maker which remains unsatisfied for more than thirty (30) days;
- (e) The existence of a material misrepresentation of Maker's financial condition in any oral or written statement made to Payee;
- (f) Default by Maker under that certain Security Agreement entered into by and between Maker and Payee dated \_\_\_\_\_.
- (g) Default under any of the Franchise Agreements between Maker and Payee.
- (h) The death, dissolution or termination of existence of any Maker.
- (i) Maker entering into any merger or consolidation, or if Maker sells, leases, or otherwise disposes of all or substantially all of the business assets relating to its Wendy's Old Fashioned Hamburgers Restaurants.

Upon the occurrence of an event of default, as defined above, Payee may, at its option and without notice, declare all principal and interest provided for under this Note to be immediately due and payable. Payee may waive any default before or after it occurs and may restore this Note in full effect without impairing the right to declare it due for a subsequent default, this right being a continuing one. In addition, any default hereunder shall constitute a



**EXHIBIT Q**

default under the Franchise Agreements, and, upon the occurrence of any of (a) through (i) above, Payee, in its sole discretion, may elect to issue a Notice of Default under any or all of the Franchise Agreements between Maker and Payee, without the necessity of first accelerating the principal or interest balance hereunder.

Maker hereby authorizes any attorney at law to appear for the Maker in any court of record in Franklin County, Ohio, with or without process, at any time after this Note becomes payable, by acceleration or otherwise, and waive the issuance and service of process and confess judgment against Maker in favor of the holder of this Note for the amount then appearing due, together with interest, costs of suit and attorney’s fees and thereupon to release all errors and waive all rights of second trial, appeal, and stay of execution.

In consideration for Payee’s willingness to accept this Note from Maker and its forbearance relative to actions which it might otherwise take as of the date of this Note with regard to the obligations referenced herein, Maker hereby agrees to execute contemporaneously herewith, a General Release of All Claims in the form identical to that attached hereto and made a part hereof as *Exhibit C*.

Maker acknowledges and agrees that Payee’s willingness to provide this Note and the provisions of this Note are strictly confidential in nature and are subject to the confidentiality provisions of the Franchise Agreements.

This Note may be freely transferred by Payee.

The undersigned parties collectively constituting the Maker shall be jointly and severally liable for all obligations and/or liabilities herein. If any provision of this Note should for any reason be invalid or unenforceable, the remaining provisions hereof shall remain in full effect.

This Note shall be governed and construed in accordance with the laws of the State of Ohio and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Note was executed in Franklin County, Ohio.

ATTEST:

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

MAKER:

~~{CORPORATE FRANCHISEE}~~

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

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

**EXHIBIT PAGE  
DO NOT SIGN HERE**

**EXHIBIT PAGE  
DO NOT SIGN HERE**

## EXHIBIT Q

**WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIM YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON ITS PART TO COMPLY WITH ANY AGREEMENT OR ANY OTHER CAUSE.**

**EXHIBIT Q**

**EXHIBIT A**

Amortization Schedule

# EXHIBIT Q

## EXHIBIT B

Wendy's Old Fashioned Hamburgers Restaurants

Store No.	Restaurant Address

## EXHIBIT Q

### SECURITY AGREEMENT

This SECURITY AGREEMENT is made and entered into as of the date set forth below, by and between QUALITY IS OUR RECIPE, LLC, a Delaware limited liability company (“Secured Party”) and \_\_\_\_\_ a \_\_\_\_\_ corporation; \_\_\_\_\_ (collectively referred to herein as “Debtor”).

#### RECITALS

A. Debtor is indebted to Secured Party in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) with respect to certain obligations regarding \_\_\_\_\_ (\_\_\_\_) Wendy’s Old Fashioned Hamburgers restaurants (the “Restaurants”) owned and operated by Debtor under certain Franchise Agreements by and between Secured Party and \_\_\_\_\_. The Restaurants are more particularly described on *Exhibit A* attached hereto and made a part hereof.

B. Debtor shall contemporaneously herewith execute a secured promissory note in the principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the “Note”), which Note is to be secured by certain collateral as set forth herein. All terms not otherwise defined herein are used with the same meaning as set forth in the Note.

C. As security for the payment and performance of its obligations to Secured Party under the Note and under this Security Agreement, it is the intent of Debtor to grant to Secured Party and to create a security interest in certain property of Debtor, as hereinafter provided.

#### AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Grant of Security Interest. Debtor hereby grants to Secured Party a security interest in the property described in Paragraph 2 below (collectively and severally, the “Collateral”) to secure payment and performance of the obligations of Debtor to Secured Party described in Paragraph 3 below (collectively and severally, the “Obligations”).

2. Collateral. The Collateral shall consist of the following:

- (a) All furniture, fixtures, equipment and personal property now or hereafter located in the Restaurants, together with all additions and accessions thereto and replacements therefor, and
- (b) All proceeds of the foregoing Collateral. For purposes of this Security Agreement, the term “proceeds” includes whatever is receivable or received when the Collateral is sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, and

## EXHIBIT Q

includes, without limitation, all rights to payment, including return premiums, with respect to any insurance relating thereto.

3. Obligations. The Obligations of Debtor secured by this Security Agreement shall consist of any and all debts, obligations and liabilities of Debtor to Secured Party arising out of, connected with or related to the Note, including, without limitation, this Security Agreement and all amendments, extensions or renewals of the Note and/or this Security Agreement, whether now existing or hereafter arising, voluntary or involuntary, whether or not jointly owed with others, direct or indirect, absolute or contingent, liquidated or unliquidated, and whether or not from time to time decreased or extinguished and later increased, created or incurred, plus any and all other debt owed to Franchisor, including but not limited to, any amounts under a deferral agreement or other agreement entered into by Debtor whereby obligations owed to Franchisor are deferred.

4. Additional Representations and Warranties. In addition to all representations and warranties of Debtor set forth in the Note, which are incorporated herein by this reference, Debtor hereby represents and warrants that:

- (a) except as heretofore disclosed to Secured Party in writing, Debtor is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Debtor acquires rights in the Collateral, will be the owner thereof) and that no other person has (or, in the case of after-acquired Collateral, at the time Debtor acquires rights therein, will have) any right, title, claim or interest (by way of security interest or other lien or charge or otherwise) in, against or to the Collateral, excepting the security interest, if any, presently held by \_\_\_\_\_; and
- (b) all information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Debtor with respect to the Collateral is true and correct.

5. Covenants of Debtor. In addition to all covenants and agreements of Debtor set forth in the Note, which are incorporated herein by this reference, Debtor hereby agrees:

- (a) to do all acts that may be necessary to maintain, preserve and protect the Collateral;
- (b) not to use or permit any Collateral to be used unlawfully or in violation of any provision of the Note, this Security Agreement, or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral;
- (c) to pay promptly when due all taxes, assessments, charges, encumbrances and liens now or hereafter imposed upon or affecting any Collateral;
- (d) to notify Secured Party promptly of any change in Debtor's name or place of business, or, if Debtor has more than one place of business, its principal office;

## EXHIBIT Q

- (e) to procure, execute and deliver from time to time any endorsements, assignments, financing statements and other writings deemed necessary or appropriate by Secured Party to perfect, maintain and protect its security interest hereunder and the priority thereof;
- (f) to appear in and defend any action or proceeding which may affect its title to or Secured Party's interest in the Collateral;
- (g) if Secured Party gives value to enable Debtor to acquire rights in or the use of any Collateral, to use such value for such purpose;
- (h) to keep separate, accurate, and complete records of the Collateral and to provide Secured Party with such records and such other reports and information relating to the Collateral as Secured Party may request from time to time;
- (i) not to surrender or lose possession of (other than to Secured Party), sell, encumber, lease, rent, or otherwise dispose of or transfer any Collateral or right or interest therein, and to keep the Collateral free of all levies and security interests or other liens or charges except those approved in writing by Secured Party;
- (j) to account fully for and promptly deliver to Secured Party, in the form received, all proceeds of the Collateral received, endorsed to Secured Party as appropriate, and until so delivered all proceeds shall be held by Debtor in trust for Secured Party, in the form received, separate from all other property of Debtor and identified as the property of Secured Party;
- (k) to keep the Collateral in good condition and repair;
- (l) not to cause or permit any waste or unusual or unreasonable depreciation of the Collateral;
- (m) at any reasonable time, upon demand by Secured Party, to exhibit to and allow inspection by Secured Party (or persons designated by Secured Party) of the Collateral;
- (n) to keep the Collateral (and the records concerning the Collateral) at the locations set forth in Paragraph (16) below and not to remove the Collateral from such locations without the prior written consent of Secured Party and to give Secured Party thirty (30) days prior written notice of any change in Debtor's principal place of business or trade name(s) set forth therein;
- (o) to comply with all laws, regulations and ordinances relating to the possession, operation, maintenance and control of the Collateral;

## EXHIBIT Q

- (p) to insure the Collateral, with Secured Party named as loss payee, in form and amounts, with companies, and against risks and liabilities satisfactory to Secured Party, and Debtor hereby assigns the policies to Secured Party, and agrees to deliver them to Secured Party at its request, and agrees that Secured Party may make any claim thereunder, cancel the insurance on default by Debtor, collect and receive payment of and endorse any instrument in payment of loss or return premium or other refund or return, and apply such amounts received, at Secured Party's election, to replacement of the Collateral or to the Obligations.

6. Authorized Action by Secured Party. Should Debtor fail to do or perform any act as herein provided, then Secured Party may do or perform the same in such manner and to such extent as Secured Party may deem necessary (but Secured Party shall not be obligated to and shall incur no liability to Debtor or any third party for failure so to do), and Debtor hereby irrevocably appoints Secured Party as its attorney-in-fact to so act, and to exercise such rights and powers as Debtor might exercise with respect to the Collateral, including, without limitation, the right to:

- (a) collect by legal proceedings or otherwise and endorse, receive and receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral;
- (b) enter into any extension, deposit, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for the Collateral;
- (c) insure, process and preserve the Collateral;
- (d) transfer the Collateral to its own or its nominee's name; and
- (e) make any compromise or settlement, and take any action it deems advisable, with respect to the Collateral.

Debtor agrees to reimburse Secured Party upon demand for any costs and expenses, including, without limitation, court costs and attorneys' fees, Secured Party may incur while acting as Debtor's attorney-in-fact hereunder, all of which costs and expenses are included in the Obligations secured hereby. It is further agreed and understood between the parties hereto that such care as Secured Party gives to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in Secured Party's possession; provided, however, that Secured Party shall not be required to make any presentment, demand or protest, or give any notice and need not take any action to preserve any rights against any prior party or any other person in connection with the Obligations or with respect to the Collateral.

7. Default and Remedies. Debtor shall be deemed in default under this Security Agreement upon the occurrence of an Event of Default, as that term is defined in the Note or upon a breach of any of the Covenants contained herein. Upon the occurrence of any such default, Secured Party may, at its option, and without notice to or demand on Debtor and in



## EXHIBIT Q

addition to all rights and remedies available to Secured Party under the Note, do any one or more of the following:

- (a) foreclose or otherwise enforce Secured Party's security interest in any manner permitted by law, or provided for in this Security Agreement;
- (b) sell, lease or otherwise dispose of any Collateral at one or more public or private sales, whether or not such Collateral is present at the place of sale, for cash or credit or future delivery, on such terms and in such manner as Secured Party may determine;
- (c) recover from Debtor all costs and expenses, including, without limitation, court costs and attorneys' fees, incurred or paid by Secured Party in exercising any right, power or remedy provided by this Security Agreement or by law;
- (d) require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party;
- (e) enter onto property where any Collateral is located and take possession thereof with or without judicial process; and
- (f) prior to the disposition of the Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent Secured Party deems appropriate and in connection with such preparation and disposition, without charge, use any trademark, trade name, copyright, patent or technical process used by Debtor.

8. Cross Default. Any default under this Agreement or the Note shall constitute a default under the applicable franchise agreements for the Restaurants, and, were applicable, shall result in a default under any development agreement. A default under any franchise agreement for the Restaurants shall constitute a default under this Security Agreement and the Note.

9. Waiver of Hearing. Debtor expressly waives any constitutional or other right to a judicial hearing prior to the time Secured Party takes possession or disposes of the Collateral upon default as provided in Paragraph 7 hereof.

10. Cumulative Rights. The rights, powers and remedies of Secured Party under this Security Agreement shall be in addition to all rights, powers and remedies given to Secured Party by virtue of any statute or rule of law, the Note or any other agreement, all of which rights, powers and remedies shall be cumulative and may be exercised successively or concurrently without impairing Secured Party's security interest in the Collateral.

11. Waiver. Any forbearance, delay or failure to act by Secured Party in exercising any right, power or remedy shall not preclude the further exercise thereof, and every right, power or remedy of Secured Party shall continue in full force and effect until such right, power or remedy is specifically waived in a writing executed by Secured Party. Debtor waives any right

**EXHIBIT Q**

to require Secured Party to proceed against any person or to exhaust any Collateral or to pursue any remedy in Secured Party’s power.

12. Set-off. Debtor agrees that Secured Party may exercise its rights of set-off with respect to the Obligations in the same manner as if the Obligations were unsecured.

13. Binding Upon Successors. All rights of Secured Party under this Security Agreement shall inure to the benefit of its successors and assigns, and all obligations of Debtor shall bind its heirs, executors, administrators, successors and assigns.

14. Entire Agreement; Severability. This Security Agreement contains the entire security agreement between Secured Party and Debtor. If any of the provisions of this Security Agreement shall be held invalid or unenforceable, this Security Agreement shall be construed as if not containing those provisions and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

15. References. The singular includes the plural. If more than one executes this Security Agreement, the term Debtor shall be deemed to refer to each of the undersigned as well as to all of them, and their obligations and agreements hereunder shall be joint and several. If any of the undersigned is a married person, recourse may be had against his or her separate property for the Obligations.

16. Choice of Law. This Security Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, and, where applicable and except as otherwise defined herein, the terms used herein shall have the meanings given them in the Ohio Uniform Commercial Code.

17. Place of Business; Collateral Location. Debtor represents that its principal place of business is \_\_\_\_\_, and that the Collateral is located at the Restaurants.

18. Notice. Any written notice, consent or other communication provided for in this Security Agreement shall be delivered or sent by registered U.S. mail, with postage prepaid, to the following addresses:

Secured Party:           QUALITY IS OUR RECIPE, LLC  
                                  One Dave Thomas Blvd.  
                                  P.O. Box 256  
                                  Dublin, OH 43017  
                                  Attention: Legal Department

Debtor: \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_

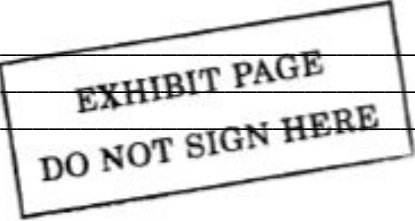
**EXHIBIT Q**

Such addresses may be changed by written notice given as provided herein.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

DEBTOR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# EXHIBIT Q

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; height: 100px; width: 100%;"></div>

Print

Reset

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

4. COLLATERAL: This financing statement covers the following collateral:

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

# EXHIBIT Q

## GENERAL RELEASE OF ALL CLAIMS

This GENERAL RELEASE OF ALL CLAIMS is made effective \_\_\_\_\_. As a requirement of and in consideration for the willingness on the part of Quality Is Our Recipe, LLC, a Delaware \_\_\_\_\_ limited liability company (“Franchisor”), to \_\_\_\_\_, as requested by the undersigned, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, individually and collectively, hereby unconditionally RELEASE, DISCHARGE and ACQUIT Franchisor, its past and present shareholders, officers, directors, employees, successors, affiliates, assigns, agents, and subsidiaries from any and all liabilities, claims, damages, demands, costs, indebtedness, expenses, debts, indemnities, compensation, suits, controversies, actions and causes of action of any kind whatsoever, whether developed or undeveloped, known or unknown, fixed or contingent, regarding or arising out of any prior or existing franchise agreement or any other agreement or document executed by any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), any Wendy’s Old Fashioned Hamburgers Restaurant (whether currently or previously owned or operated by the undersigned or any of them), the franchise relationship, or any other prior or existing business relationship between any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), which the undersigned or any of them individually or collectively has asserted, may have asserted or could have asserted against Franchisor (or any of the aforementioned related parties) at any time up to the date of this GENERAL RELEASE OF ALL CLAIMS, including specifically, without limitation, claims under the Sherman and Clayton Acts and the anti-trust Laws of the United States, and claims arising from contract, written or oral communications, alleged misstatements of fact, indebtedness of any kind or nature, and acts of negligence whether active or passive. This GENERAL RELEASE OF ALL CLAIMS shall survive the assignment or termination of any of the franchise agreements or other documents entered into by and between Franchisor and any of the undersigned. This GENERAL RELEASE OF ALL CLAIMS is not intended as a waiver of those rights of the undersigned which cannot be waived under applicable state franchise laws.

Delivery of a signature by facsimile or electronic transmission of this GENERAL RELEASE OF ALL CLAIMS will constitute a valid and binding execution and delivery and will constitute an enforceable original document effective as of the date set forth above. This GENERAL RELEASE OF ALL CLAIMS may be executed through the use of electronic signature, which the undersigned acknowledges is a lawful means of obtaining signatures. The undersigned agree that an electronic signature is the legal equivalent of a manual signature on this GENERAL RELEASE OF ALL CLAIMS. The undersigned further agree that the use of a key pad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes the undersigned’s signature, acceptance and agreement as if actually signed by the undersigned in writing. However, if this GENERAL RELEASE OF ALL CLAIMS has been executed by electronic transmission, the undersigned agree to execute original manually signed copies (to be effective as the date set forth above), upon Franchisor’s request at any time.

### **CORPORATE ENTITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
, Individually

## EXHIBIT Q

### GENERAL RELEASE OF ALL CLAIMS

This GENERAL RELEASE OF ALL CLAIMS is made effective \_\_\_\_\_. As a requirement of and in consideration for the willingness on the part of Quality Is Our Recipe, LLC, a Delaware limited liability company (“Franchisor”), to \_\_\_\_\_, as requested by the undersigned, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, individually and collectively, hereby unconditionally RELEASE, DISCHARGE and ACQUIT Franchisor, its past and present shareholders, officers, directors, employees, successors, affiliates, assigns, agents, and subsidiaries from any and all liabilities, claims, damages, demands, costs, indebtedness, expenses, debts, indemnities, compensation, suits, controversies, actions and causes of action of any kind whatsoever, whether developed or undeveloped, known or unknown, fixed or contingent, regarding or arising out of any prior or existing franchise agreement or any other agreement or document executed by any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), any Wendy’s Old Fashioned Hamburgers Restaurant (whether currently or previously owned or operated by the undersigned or any of them), the franchise relationship, or any other prior or existing business relationship between any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), which the undersigned or any of them individually or collectively has asserted, may have asserted or could have asserted against Franchisor (or any of the aforementioned related parties) at any time up to the date of this GENERAL RELEASE OF ALL CLAIMS, including specifically, without limitation, claims under the Sherman and Clayton Acts and the anti-trust Laws of the United States, and claims arising from contract, written or oral communications, alleged misstatements of fact, indebtedness of any kind or nature, and acts of negligence whether active or passive. This GENERAL RELEASE OF ALL CLAIMS shall survive the assignment or termination of any of the franchise agreements or other documents entered into by and between Franchisor and any of the undersigned. This GENERAL RELEASE OF ALL CLAIMS is not intended as a waiver of those rights of the undersigned which cannot be waived under applicable state franchise laws.

To the extent or in the event that a court of competent jurisdiction determines that this GENERAL RELEASE OF ALL CLAIMS is governed by California law, the undersigned represent that they have read and are familiar with the provisions of California Civil Code Section 1542, which provides as follows:

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

In that connection, the undersigned acknowledge that they may have sustained damages and losses which are presently unknown and unsuspected, and such losses as were sustained may give rise to additional losses and expenses in the future which are not now anticipated. Nevertheless, the undersigned acknowledge that this GENERAL RELEASE OF ALL CLAIMS has been negotiated and agreed upon in light of this realization and, being fully aware of the situation, the undersigned hereby expressly waive any rights they may have under Civil Code Section 1542, as well as any other state or federal statutes or common law principles of similar effect. Further, the undersigned fully understand that if the facts with respect to which this

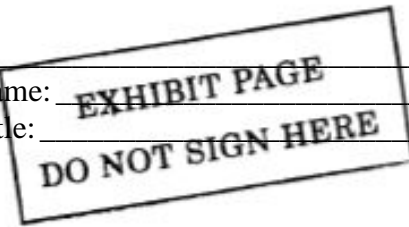
## EXHIBIT Q

GENERAL RELEASE OF ALL CLAIMS is executed be found hereafter to be other than or different from the facts now believed by them to be true, they expressly accept and assume the risks of such possible differences and facts, and agree that this GENERAL RELEASE OF ALL CLAIMS shall remain effective notwithstanding any such difference in fact.

Delivery of a signature by facsimile or electronic transmission of this GENERAL RELEASE OF ALL CLAIMS will constitute a valid and binding execution and delivery and will constitute an enforceable original document effective as of the date set forth above. This GENERAL RELEASE OF ALL CLAIMS may be executed through the use of electronic signature, which the undersigned acknowledges is a lawful means of obtaining signatures. The undersigned agree that an electronic signature is the legal equivalent of a manual signature on this GENERAL RELEASE OF ALL CLAIMS. The undersigned further agree that the use of a key pad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes the undersigned's signature, acceptance and agreement as if actually signed by the undersigned in writing. However, if this GENERAL RELEASE OF ALL CLAIMS has been executed by electronic transmission, the undersigned agree to execute original manually signed copies (to be effective as the date set forth above), upon Franchisor's request at any time.

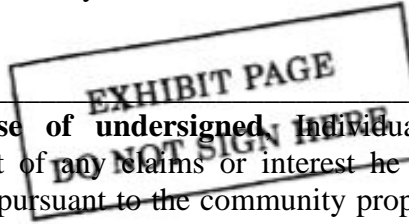
### CORPORATE ENTITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



\_\_\_\_\_  
, Individually

\_\_\_\_\_  
**Spouse of undersigned**, Individually, to the extent of ~~any~~ claims or interest he or she may have pursuant to the community property laws of the State of California, or otherwise



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## EXHIBIT S-1 Operating Outlets By State

### ALABAMA

10 S&M FOODS, LLC  
602 HIGHWAY 80 E,DEMOPOLIS (334)654-9967

7 S & M FOODS, LLC  
16056 HWY 280,CHELSEA (205)678-8857

8 S & M FOODS, LLC  
967 GILBERTS FERRY RD,ATTALLA (256)260-9515

9 S&M FOODS, LLC  
1600 COUNTY ROAD 437,CULLMAN (256)255-5725

ARAMARK EDUCATIONAL SERVICES, LLC  
751 CAMPUS DRIVE,TUSCALOOSA (205)348-9284

BRK OF ALABAMA, LLC (NC LIMITED LIABILITY COMPANY), BRYAN DOUGLAS  
RAY, KAREN M. RAY (256)234-0988

2533 HWY 280,ALEXANDER CITY (334)502-5000

2607 HILTON GARDEN DRIVE,AUBURN (334)821-8621

1500 NORTH COLLEGE STREET,AUBURN (334)749-4895

1002 2ND AVE.,OPELIKA (334)768-2732

2901 20TH AVENUE,VALLEY (334)514-3044

4624 HIGHWAY 231,WETUMPKA

PILOT TRAVEL CENTERS LLC (DE LIMITED LIABILITY COMPANY)  
3201 BUTTERMILK ROAD,COTTONDALE (205)562-9458

6955 THEODORE DAWES RD,THEODORE (251)653-8830

R & L FOODS, LLC (DE LIMITED LIABILITY COMPANY), ROBERT E. LEE,  
WILLIAM R. REYNOLDS (205)426-9944

2931 MORGAN RD,BESSEMER (205)425-3378

800 ACADEMY DR.,BESSEMER (205)871-0028

2727 HIGHWAY 280,BIRMINGHAM (205)854-3040

9870 PARKWAY EAST,BIRMINGHAM (205)226-0960

2327 7TH AVENUE S.,BIRMINGHAM (205)942-7272

345 VALLEY AVE,BIRMINGHAM (205)438-6810

4671 HIGHWAY 280 EAST,BIRMINGHAM (205)280-1200

1305 7TH STREET SOUTH,CLANTON (256)515-7691

410 E MEIGHAN BLVD,GADSDEN (205)945-8630

213 STATE FARM PKWY,HOMEWOOD (205)326-7255

1791 MONTGOMERY HWY S,HOOVER (205)221-3005

2801 US 78 E,JASPER (205)923-4327

104 BESSEMER SUPER HIGHWAY,MIDFIELD (334)398-7079

855 ANN STREET,MONTGOMERY (334)277-9090

6930 E. CHASE LOOP,MONTGOMERY (334)264-7103

625 MADISON AVE,MONTGOMERY (334)277-8690

5755 ATLANTA HIGHWAY,MONTGOMERY (334)277-7540

5010 VAUGHN RD,MONTGOMERY (334)279-0436

2545 CONG W L DICKINSON DR,MONTGOMERY (334)284-4531

1195 W. SOUTH BLVD,MONTGOMERY (334)281-7284

2231 E SOUTH BLVD,MONTGOMERY (205)985-4443

579 CAHABA VALLEY RD,PELHAM (256)312-8291

3337 RAINBOW DRIVE,RAINBOW CITY (205)655-5022

1101 N CHALKVILLE RD,TRUSSVILLE

SPRINGFIELD INVESTMENTS, LLC (GA LIMITED LIABILITY COMPANY),  
MOHAMMED ABBASI (256)927-7470

2060 W MAIN ST,CENTRE (256)638-3225

231 MAIN STREET EAST,RAINSVILLE

STARBOARD GROUP OF ALABAMA, LLC (205)926-4943

10393 HWY 5,BRENT (256)739-2252

5801 AL HIGHWAY 157,CULLMAN (256)782-3241

419 N. PELHAM ROAD,JACKSONVILLE (205)640-3533

2045 VILLAGE DR,LEEDS (205)339-2032

1920 MCFARLAND BLVD.,NORTHPORT (256)835-7600

45 JIMMY HINTON DR.,OXFORD (256)835-3110

75 TOWER ROAD,OXFORD (205)338-2045

170 VAUGHAN LANE,PELL CITY (205)758-8855

204 15TH STREET EAST,TUSCALOOSA (205)633-2472

4422 OLD BIRMINGHAM HIGHWAY,TUSCALOOSA (205)752-1143

5018 OSCAR BAXTER DR,TUSCALOOSA

WENDELTA, INC. (MS CORP.) (334)208-1779

320 WEST BYPASS,ANDALUSIA (706)231-5503

1714 S. COLLEGE STREET,AUBURN (334)324-8891

85 NORTH DALEVILLE AVE,DALEVILLE (334)793-4516

2100 ROSS CLARK CIR S.W.,DOTHAN (334)446-1874

101 APPLE AVE.,DOTHAN (334)347-7056

1002 FORT RUCKER BLVD.,ENTERPRISE (334)687-2140

1010 S EUFAULA AVE,EUFAULA (251)369-5069

65 LIBERTY HILL PLACE,EVERGREEN (251)990-6470

371 S GREENO ROAD,FAIRHOPE (251)943-1656

2501 S. MCKENZIE ST,FOLEY (251)633-9400

1275 HILLCREST ROAD,MOBILE (251)438-4987

959 GOVERNMENT BLVD,MOBILE (251)380-0590

5623 MOFFETT ROAD,MOBILE (251)633-7543

425 SCHILLINGER ROAD SOUTH,MOBILE (251)661-1466

3957 COTTAGE HILL ROAD,MOBILE (251)473-7501

3113 AIRPORT BLVD.,MOBILE (251)281-5116

3464 SPRINGHILL AVE,MOBILE (706)231-4196

3896 US HIGHWAY 80 WEST,PHENIX CITY (251)947-9430

21950 HWY 59 N.,ROBERTSDALE (251)214-3539

809 SARALAND BLVD S,SARALAND

30500 STATE HWY 181,SPANISH FORT (251)625-8555

1101 HIGHWAY 231 S,TROY (334)566-3386

WENDELTA, INC. (MS CORP.), CARLISLE LLC, CHANCELLOR G. CARLISLE,  
CHANCELLOR G. CARLISLE, IN HIS CAPACITY (251)744-2930

806 MCMEANS AVE.,BAY MINETTE

WENDYS OF BOWLING GREEN, INC. (KY CORP.), JOHN W. HUGHES,  
MICHAEL O'MALLEY, RYAN P. O'MALLEY, SHAWN F. O'MALLEY (0)-

602 HIGHWAY 31 SW,HARTSELLE (256)517-8161

6694 US 431 S HWY SE,OWENS CROSS ROADS

WENDY'S OF BOWLING GREEN, INC. (KY CORP.), JOHN W. HUGHES,  
MICHAEL O'MALLEY, RYAN P. O'MALLEY, SHAWN F. O'MALLEY (256)878-9995

7921 US HIGHWAY 431,ALBERTVILLE (256)230-6800

1603 HWY 72 EAST,ATHENS (256)593-7417

595 US HWY 431,BOAZ (256)350-1996

1422 BELTLINE SW,DECATUR (256)350-5195

3240 POINT MALLARD PKWY,DECATUR (256)765-3781

370 B COX CREEK PARKWAY,FLORENCE (334)382-7771

905 FORT DALE ROAD,GREENVILLE (256)582-7972

1701 GUNTER AVE,GUNTERSVILLE (256)534-3214

2800 S MEMORIAL PKWY,HUNTSVILLE (256)837-9487

6102 UNIVERSITY DR NW,HUNTSVILLE (256)880-0894

2750 CARL T. JONES DRIVE,HUNTSVILLE (256)772-1345

11300 COUNTY LINE,HUNTSVILLE (256)885-1926

2005 HOBBS ROAD S.E.,HUNTSVILLE (256)858-6566

1624 US HIGHWAY 72 E.,HUNTSVILLE (256)852-8320

2080 SPARKMAN DRIVE,HUNTSVILLE (256)772-0502

8814 HWY 20 W,MADISON (256)890-0310

7782 HIGHWAY 72 WEST,MADISON (256)381-9470

1401 WOODWARD AVE.,MUSCLE SHOALS (334)361-0421

696 E MAIN STREET,PRATTVILLE (334)365-2154

793 BUSINESS PARK DRIVE,PRATTVILLE (256)332-4249

13679 HIGHWAY 43 S,RUSSELLVILLE (256)259-3710

1403 COUNTY PARK RD,SCOTTSBORO (334)875-5194

1790 ALABAMA HWY 14,SELMA (256)249-2697

816 W FORT WILLIAMS ST,SYLACAUGA

WEN-STAR, INC. (GA CORP.) (334)774-0780

1532 S US HIGHWAY 231, OZARK

WEST HILL RANCH GROUP, LLC, LAMAR FRADY, TURJO WADUD  
901 BANKHEAD HWY W.,BIRMINGHAM (205)324-5272

### ALASKA

NORTH-WEND FOODS, INC. (AK CORP.), JAY W. SUTHERLAND, STACIE  
SUTHERLAND (907)865-8640

E 3395 TUDOR RD,ANCHORAGE (907)344-0834

11310 OLD SEWARD HWY,ANCHORAGE (907)279-8271

2323 FIFTH AVE.,ANCHORAGE (907)258-4239

2927 SEWARD HWY,ANCHORAGE (907)677-8890

4407 SPENARD ROAD,ANCHORAGE (907)328-2248

1859 AIRPORT WAY,FAIRBANKS (907)385-0240

33 ST. NICHOLAS DRIVE,N.POLE (907)707-0240

400 W GLACIER VIEW AVE,PALMER (907)631-0840

701 W PARKS HWY,WASILLA

### ARIZONA

A.G.E. ENTERPRISES, LLC, CRAIG L. EARLY, RAY AN (602)273-3157

3400 EAST SKY HARBOR BLVD,PHOENIX

ARIZONA RESTAURANT COMPANY, LLC (480)288-8486

180 E. OLD WEST HWY,APACHE JUNCTION (623)474-5734

816 S WATSON RD.,BUCKEYE (520)836-6742

1127 E. FLORENCE,CASA GRANDE (480)595-1036

4815 EAST CAREFREE HWY,CAVE CREEK (480)786-8865

1175 W CHANDLER BLVD,CHANDLER (480)895-8465

3893 S ARIZONA AVE,CHANDLER (480)893-0770

5965 W. CHANDLER BLVD,CHANDLER (480)814-8552

816 W WARNER,CHANDLER (480)917-6855

1045 S. ARIZONA AVE,CHANDLER (480)633-7994

875 S. VAL VISTA,GILBERT (480)558-0285

929 N. ARIZONA AVENUE,GILBERT (480)840-3043

4684 E. RAY RD.,GILBERT (480)926-3031

2125 E BASELINE ROAD,GILBERT (480)558-3828

727 SOUTH COOPER ROAD,GILBERT (623)935-5532

1178 N LITCHFIELD RD,GOODYEAR (520)374-5702

21000 N JOHN WAYNE PKY,MARICOPA (480)832-2861

4433 E. MAIN,MESA (480)807-3021

6929 E. HAMPTON AVE,MESA (480)986-0528

2056 S. ELLSWORTH RD.,MESA (480)924-7006

2019 N. POWER ROAD,MESA (480)497-4665

1916 GREENFIELD RD,MESA (480)964-0861

1205 N. COUNTRY CLUB RD.,MESA (602)275-9593

2346 E. MCDOWELL,PHOENIX (623)247-6037

5225 W. INDIAN SCHOOL RD.,PHOENIX (480)705-0294

4915 E. CHANDLER BLVD.,PHOENIX (480)893-8806

4902 E. RAY ROAD,PHOENIX (602)493-8033

4701 E. BELL RD.,PHOENIX (602)841-0209

3330 W. BETHANY HOME RD.,PHOENIX

## EXHIBIT S-1 Operating Outlets By State

3201 E. WOOD ST,PHOENIX	(602)612-4703	WENZONA EAST YUMA, LLC (AZ LLC), KENNETH C. DRAKE, KYLE A. DRAKE, RUDY MENA	(928)726-9412
301 E. INDIAN SCHOOL RD.,PHOENIX	(602)265-9286	8007 E 32ND ST,YUMA	(928)774-2622
602 E GREENWAY PARKWAY,PHOENIX	(602)548-1511	WENZONA FLAGSTAFF, INC. (AZ CORP.), K. JOSEPH NACKARD, KENNETH C. DRAKE	(928)638-6484
12630 N. TATUM BLVD.,PHOENIX	(602)996-8465	1601 S. MILTON ROAD,FLAGSTAFF	(928)718-0911
2375 E BASELINE RD,PHOENIX	(480)397-2108	WENZONA GRAND CANYON, LLC, GAIL A. BURKIS, KENNETH C. DRAKE, KYLE A. DRAKE, RUDY MENA	(928)772-5316
2550 N. 75TH AVE.,PHOENIX	(623)873-2480	372 RT 64,TUSAYAN	(928)782-6786
2225 W CAMELBACK RD,PHOENIX	(602)612-2122	WENZONA KINGMAN, LLC, GAIL A. BURKIS, KENNETH C. DRAKE, KYLE A. DRAKE, RUDY MENA	
20242 N. 27TH AVENUE,PHOENIX	(623)587-4714	920 WEST BEALE STREET,KINGMAN	
2024 EAST CAMELBACK ROAD,PHOENIX	(602)955-1299	WENZONA PRESCOTT VALLEY, LLC (AZ LIMITED LIABILITY COMPANY), KENNETH C. DRAKE	
1970 WEST GLENDALE AVE,PHOENIX	(602)368-2985	3020 GLASSFORD HILL ROAD,PRESOTT VALLEY	
2640 W THUNDERBIRD RD,PHOENIX	(602)548-2217	WENZONA YUMA, INC. (AZ CORP), KENNETH C. DRAKE	
20943 E. RITTENHOUSE RD,QUEEN CREEK	(480)902-4748	351 EAST 16TH STREET,YUMA	
3014 N. SCOTTSDALE RD.,SCOTTSDALE	(480)945-5575		
4815 N PIMA ROAD,SCOTTSDALE	(480)945-1445		
9380 N 90TH STREET,SCOTTSDALE	(480)661-8217		
15416 N PIMA ROAD,SCOTTSDALE	(480)905-0672		
1405 W. BASELINE RD.,TEMPE	(480)756-0582		
1810 W. ELLIOT ROAD,TEMPE	(480)838-5388		
2755 W. SOUTHERN AVE.,TEMPE	(602)414-9900		
JMJ-LLC (AZ LIMITED LIABILITY COMPANY), JASON M. PASTORE, YVONNE J. PASTORE		<b>ARKANSAS</b>	
3422 WEST ANTHEM WAY,ANTHEM	(623)551-6980	FOURJAY, L.L.C. (AR LIMITED LIABILITY COMPANY), J. HOWARD MARTINDALE	
5906 WEST BELL ROAD,GLENDALE	(602)439-5242	3130 PINE ST,ARKADELPHIA	(870)246-5077
13885 N 59TH AVE,GLENDALE	(602)298-6911	1425 ST LOUIS,BATESVILLE	(870)793-7213
3520 W BASELINE ROAD,LAWEEN	(602)237-2176	1706 MILITARY RD.,BENTON	(501)776-2077
5114 N DYSART RD,LITCHFIELD PARK	(602)671-7890	814 S. WALTON BLVD.,BENTONVILLE	(479)271-7232
25774 N LAKE PLEASANT PKY,PEORIA	(623)566-7296	2206 N. REYNOLDS ROAD,BRYANT	(501)847-1350
8259 W PEORIA AVE,PEORIA	(623)979-4828	2 K-MART PLAZA,CABOT	(501)843-4922
3450 W GREENWAY,PHOENIX	(602)548-1966	550 EAST CENTERTON BLVD,CENTERTON	(479)795-1575
9905 W. CAMELBACK RD.,PHOENIX	(623)872-6455	1308 S. ROGERS STREET,CLARKSVILLE	(479)754-7299
3025 W. PEORIA AVE.,PHOENIX	(602)943-6306	1200 HWY 64 WEST,CONWAY	(501)450-7594
15389 W. CACTUS,SURPRISE	(623)975-3023	311 OAK ST.,CONWAY	(501)327-0311
16859 W. BELL ROAD,SURPRISE	(623)584-3485	3750 DAVE WARD DRIVE,CONWAY	(501)548-0143
12701 W BELL RD,SURPRISE	(623)583-6271	1008 NORTHWEST AVE,EL DORADO	(870)862-0901
MANZANITA, LLC, MARY M. PEREZ, ROBERTO L. PEREZ		281 W. MAIN ST.,FARMINGTON	(479)300-2200
1018 E BASELINE RD,TEMPE	(480)839-3251	1473 WEST 6TH STREET,FAYETTEVILLE	(479)443-2501
PILOT TRAVEL CENTERS LLC (DE LIMITED LIABILITY COMPANY)		2673 EAST MISSION BLVD,FAYETTEVILLE	(479)571-1274
900 NORTH 99TH AVENUE,AVONDALE	(623)478-0990	1924 S ZERO ST,FT.SMITH	(479)648-8756
I-10 EXIT 1 FRONTAGE ROAD N.,EHRENBERG	(928)923-8911	8210 ROGERS AVENUE,FT.SMITH	(479)478-6012
14750 AZ-95,LAKE HAVASU CITY	(928)764-3030	1000 TOWSON AVE,FT.SMITH	(479)782-9486
769 E FRONTAGE RD,RIO RICO	(520)377-0002	917 HIGHWAY 62 65 N,HARRISON	(870)741-4360
PROMAR CORPORATION (AZ CORP.), MARY M. PEREZ, ROBERTO L. PEREZ		1511 ALBERT PIKE ROAD,HOT SPRINGS	(501)623-6864
84 E. GERMANN ROAD,GILBERT	(480)855-7745	4332 CENTRAL AVENUE,HOT SPRINGS NATIONAL	(501)525-6447
2867 S. SAN TAN VILLAGE PKWY,GILBERT	(480)814-1688	708 WEST MAIN STREET,JACKSONVILLE	(501)982-1192
10714 E. SOUTHERN AVENUE,MESA	(480)357-8246	8901 BASELINE ROAD,LITTLE ROCK	(501)565-6545
515 W. WARNER ROAD,TEMPE	(480)783-4887	604 EAST BROADWAY ST,LITTLE ROCK	(501)372-1926
RAY AN ENTERPRISES, LLC, CHANTHA T. AN, RAY AN		4920 W. MARKHAM,LITTLE ROCK	(501)663-7242
2057 HIGHWAY 60,MIAMI	(928)425-3744	3923 S. UNIVERSITY,LITTLE ROCK	(501)568-0266
911 BEELINE HWY S,PAYSON	(928)474-3197	17717 CANTRELL RD,LITTLE ROCK	(501)367-8345
6507 HIGHWAY 179,SEDONA	(928)284-3310	11319 RODNEY PARHAM RD.,LITTLE ROCK	(501)224-1319
5201 SOUTH WHITE MOUNTAIN ROAD,SHOW LOW	(928)537-7293	10623 W MARKHAM,LITTLE ROCK	(501)221-1062
TRIWEST RESTAURANTS, L.L.C. (AZ LIMITED LIABILITY COMPANY), RICHARD W. HOLLAND		905 S. BROADWAY,LITTLE ROCK	(501)372-0116
531 W. 4TH STREET,BENSON	(520)586-2388	10924 COLONEL GLEN ROAD,LITTLE ROCK	(501)954-7853
1100 FRY BLVD,SIERRA VISTA	(520)458-5954	48 HWY 79 N,MAGNOLIA	(870)234-7211
3780 W ORANGE GROVE RD,TUCSON	(520)297-1370	1902 MARTIN LUTHER KING BLVD,MALVERN	(501)332-2177
6961 EAST BROADWAY,TUCSON	(520)296-6850	120 CARNAHAN DRIVE,MAUMELLE	(501)803-0248
6441 E. 22ND ST.,TUCSON	(520)745-2799	335 HIGHWAY 425 NORTH,MONTICELLO	(870)367-8734
5639 W. CORTARO FARMS ROAD,TUCSON	(520)572-0894	1631 E HARDING ST,MORRILTON	(501)354-4119
7675 N. LA CHOLLA BLVD.,TUCSON	(520)877-8062	1123 HIGHWAY 62 EAST,MOUNTAIN HOME	(870)424-4422
4301 N. ORACLE RD.,TUCSON	(520)888-0885	3924 MCCAIN BLVD,N.LITTLE ROCK	(501)753-6918
3535 E. IRVINGTON ROAD,TUCSON	(520)790-0575	2909 WEST 28TH AVENUE,PINE BLUFF	(870)534-8582
3171 E VALENCIA,TUCSON	(520)746-3951	2910 PINES MALL DRIVE,PINE BLUFF	(870)536-3576
1602 WEST ST. MARYS ROAD,TUCSON	(520)884-9665	2200 WEST WALNUT,ROGERS	(479)621-6757
1540 W VALENCIA RD,TUCSON	(520)434-9289	215 SR 331,RUSSELLVILLE	(479)890-5994
1005 N. CAMPBELL AVE.,TUCSON	(520)327-3944	721 N. ARKANSAS AVE.,RUSSELLVILLE	(479)968-2304
5391 E SPEEDWAY,TUCSON	(520)323-9252	1707 E. RACE AVE,SEARCY	(501)268-4942
3643 N. CAMPBELL,TUCSON	(520)319-8139	8500 HIGHWAY 107,SHERWOOD	(501)835-4575
VESSEL OPERATING HOLDCO LLC		3355 HWY 412 EAST,SILOAM SPRINGS	(479)238-1200
2115 S MCCLINTOCK DR,TEMPE	(0)-	4621 WEST SUNSET DRIVE,SPRINGDALE	(479)750-2805
1858 E APACHE BLVD,TEMPE	(0)-	2000 SOUTH PLEASANT,SPRINGDALE	(479)872-2866
VZONE, L.L.C. (AZ LIMITED LIABILITY COMPANY), JESSE R. VEZEY, THOMAS K. VEZEY		405 EAST 22ND STREET,STUTTGART	(870)672-8600
17218 E SHEA BLVD,FOUNTAIN HILLS	(480)837-2551	1610 FAYETTEVILLE ROAD,VAN BUREN	(479)471-7323
WENJOY, LLC (AZ LIMITED LIABILITY COMPANY), CRAIG L. EARLY		MDCOX AND TOWNSEND PARTNERS, LLC, A. MARK TOWNSEND, DAPHNE COX, JAMES MICHAEL COX, KRISTI FLOYD, LISA WRIGHT TOWNSEND	(870)773-6021
8273 W. UNION HILLS,GLENDALE	(623)561-6827	110 E. 49TH STREET,TEXARKANA	
2226 W DEER VALLEY ROAD,PHOENIX	(623)780-2006	WEN TENNESSEE, LLC (MI LIMITED LIABILITY COMPANY)	
WENZONA BULLHEAD CITY, LLC, GAIL A. BURKIS, KENNETH C. DRAKE, KYLE A. DRAKE, RUDY MENA		1010 EAST HOLLYWOOD AVENUE,BLYTHEVILLE	(870)763-2119
2280 SOUTH HWY 95,BULLHEAD CITY	(928)763-8826	3302 WASHINGTON STREET,FORREST CITY	(870)633-9488
WENZONA CAMP VERDE, LLC (AZ LIMITED LIABILITY COMPANY), KENNETH C. DRAKE		3102 SOUTHWEST DRIVE,JONESBORO	(870)932-3305
1897 PUEBLO RIDGE,CAMP VERDE	(928)567-9276	1802 FIRST SECURITY WAY,JONESBORO	(870)888-4010
WENZONA EAST FLAGSTAFF, INC. (AZ CORP), KENNETH C. DRAKE		2308 EAST PARKER ROAD,JONESBORO	(870)802-0364
4507 NORTH HIGHWAY 89,FLAGSTAFF	(928)522-0079	3262 I-55 SERVICE ROAD,MARION	(901)443-7217
		2806 W KINGSHIGHWAY,PARAGOULD	(870)236-4092
		1100 MARTIN LUTHER KING BLVD,W.MEMPHIS	(870)733-1765
		1223 MISSOURI STREET,W.MEMPHIS	(870)735-3088
		WENBULL, INC. (MO CORP.), DAVID WARREN HALE, WILLIAM D. HALE	
		2207 HIGHWAY 67 S,POCAHONTAS	(870)892-4998

## EXHIBIT S-1 Operating Outlets By State

WENDELTA, INC. (MS CORP.) 278 RICHMOND HL,W.HELENA (870)572-1332	27251 NEWPORT RD,MENIFEE 12671 MORENO BEACH DRIVE,MORENO VALLEY 1890 EAST G STREET,ONTARIO 590 E HOLT BLVD,ONTARIO 3739 W. CHAPMAN AVE.,ORANGE 78030 COUNTRY CLUB DR.,PALM DESERT 1830 N. PERRIS BLVD.,PERRIS 9050 FOOTHILL BLVD,RANCHO CUCAMONGA 12240 HIGHLAND AVENUE,RANCHO CUCAMONGA 72837 DINAH SHORE BLVD,RANCHO MIRAGE 1991 REDLANDS BLVD.,REDLANDS 1260 W. FOOTHILL BLVD.,RIALTO 3565 CENTRAL AVE,RIVERSIDE 8745 TRAUTWEIN ROAD,RIVERSIDE 2077 EAST HIGHLAND AVENUE,SAN BERNARDINO 1841 S. SAN JACINTO AVE,SAN JACINTO 28180 NEWHALL RANCH ROAD,SANTA CLARITA 24525 LYONS AVENUE,SANTA CLARITA 2120 N PREISKER LANE,SANTA MARIA 1340 LINCOLN BLVD,SANTA MONICA 26538 BOUQUET CANYON,SAUGUS 3907 COCHRAN ST,SIMI VALLEY 5326 TORRANCE BLVD,TORRANCE 187 S. MOUNTAIN AVE,UPLAND 27544 THE OLD ROAD,VALENCIA 14181 US HWY 395,VICTORVILLE 14303 BEAR VALLEY ROAD,VICTORVILLE 14798 LAPAZ DRIVE,VICTORVILLE	(951)381-6685 (951)601-9168 (909)390-1180 (909)391-3624 (714)385-1665 (442)305-1900 (951)443-4441 (909)466-0541 (909)899-7371 (760)321-8614 (909)307-3305 (909)873-2406 (951)328-7951 (951)780-5846 (909)521-1900 (951)654-2103 (661)295-7710 (661)284-1619 (805)429-0030 (310)917-1529 (661)296-6553 (805)579-7390 (310)316-1275 (909)982-9370 (661)287-1635 (760)243-3578 (760)956-7973 (760)241-0699
WEND-XX OF ARKANSAS, INC. (AR CORP), A. MARK TOWNSEND, EVELYN R. ANDRES, JAMES MICHAEL COX, KENNETH M. COX, JR. 1615 NORTH HERVEY STREET,HOPE (870)777-7682	DEPENDABLE FOODS, INC. (CA CORP), NAVDIP DHILLON, PIRTHIPAL DHILLON 1809 A STREET,ANTIOCH 2243 LOVERIDGE ROAD,PITTSBURG	(925)757-1884 (925)427-7058
WEND-XX, INC. (TX CORP.), A. MARK TOWNSEND EVELYN R. ANDRES, JAMES MICHAEL COX, KENNETH M. COX, JR. 901 HIGHWAY 71 NORTH,MENA (479)394-1572	DESMOND FOODS, L.P. 6435 ANTELOPE ROAD,CITRUS HTS. 7983 GREENBACK LANE,CITRUS HTS. 8871 BOND ROAD,ELK GROVE 9120 HARBOR POINT DR.,ELK GROVE 2505 IRON POINT DR.,FOLSOM 1101 RILEY AVE,FOLSOM 2710 SUNRISE BLVD.,RANCHO CORDOVA 348 N. SUNRISE AVENUE,ROSEVILLE 924 PLEASANT GROVE BLVD,ROSEVILLE 2646 WATT AVENUE,SACRAMENTO 4320 WATT AVE,SACRAMENTO 7931 E STOCKTON BLVD,SACRAMENTO 1471 MEADOWVIEW RD,SACRAMENTO 4180 NORTHGATE BLVD.,SACRAMENTO 2750 POWER INN ROAD,SACRAMENTO 10512 TRINITY PARK,STOCKTON 3810 EAST HAMMER LANE,STOCKTON 4431 E. WATERLOO ROAD,STOCKTON 725 WEST HAMMER LANE,STOCKTON	(916)725-5883 (916)721-1380 (916)685-0620 (916)683-4318 (916)984-8554 (916)983-0241 (916)851-1561 (916)784-9428 (916)789-1719 (916)483-1539 (916)482-9404 (916)688-3002 (916)391-9891 (916)925-1220 (916)383-4140 (209)477-4520 (209)952-0333 (209)931-8355 (209)472-0557
WENTEX FOODS, LLC, A. MARK TOWNSEND, DAPHNE COX, JAMES MICHAEL COX, MICHAEL S. JONES, SAMUEL T. MARK 2202 NORTH MAIN STREET,BRINKLEY (870)589-5050	DEVA GROUP, LLC, BADRUDDIN A. DAMANI, IMRAN DAMANI 2048 W AVENUE I,LANCASTER	(661)723-9441
<b>CALIFORNIA</b>	EASTBAY EQUITIES, INC. (OH CORP.) 2560 BELL RD,AUBURN 6021 LONE TREE WAY,BRENTWOOD 2475 CASTRO VALLEY BLVD.,CASTRO VALLEY 7143 DUBLIN BLVD,DUBLIN 529 BROADWAY,EUREKA 2045 NORTH TEXAS,FAIRFIELD 39175 BLACOW ROAD,FREMONT 5535 AUTOMALL PARKWAY,FREMONT 23969 MISSION BLVD.,HAYWARD 207 S VASCO RD,LIVERMORE 1051 AIRWAY BLVD,LIVERMORE 1450 TRANCAS ST,NAPA 5211 BROADWAY,OAKLAND 500 E WASHINGTON ST,PETALUMA 12201 SAN PABLO AVENUE,RICHMOND 17435 HESPERIAN BLVD,SAN LORENZO 2222 SAN RAMON VALLEY BLVD,SAN RAMON 1850 SANTA ROSA AVENUE,SANTA ROSA 13050 MONO WAY,SONORA 1001 REDWOOD,VALLEJO 2955 NORTH MAIN ST.,WALNUT CREEK	(530)823-1675 (925)513-7293 (510)581-4380 (925)828-2325 (707)441-4900 (707)429-2199 (510)791-8428 (510)687-9720 (510)538-6320 (925)606-1750 (925)245-0698 (707)252-6855 (510)654-3711 (707)762-4790 (510)236-7649 (510)481-2481 (925)380-6592 (707)575-7842 (209)532-0023 (707)643-2270 (925)937-7269
AMAASH CORPORAITON (CA CORP.), LUBNA ARIF SHAIKH, MOHAMMED ARIF SHAIKH 4447 CENTRAL PLACE,FAIRFIELD 393 E 10TH ST,GILROY 2275 MC KEE ROAD,SAN JOSE (707)864-5626 (408)842-1036 (408)923-3502	EDDIE CHENG CORPORATION (CA CORP) 1012 N. STATE COLLEGE BLVD.,ANAHEIM 11254 LOS ALAMITOS BLVD.,LOS ALAMITOS	(714)776-8688 (562)493-5666
AMAASH CORPORATION (CA CORP.), LUBNA ARIF SHAIKH, MOHAMMED ARIF SHAIKH 990 SARATOGA AVE,SAN JOSE (408)243-5339	EDDIE CHENG CORPORATION (CA CORP), EDDIE CHENG, WAI HAN YIP 1201 E VALLEY,ALHAMBRA 17940 BROOKHURST AVE,FOUNTAIN VALLEY 10040 CHAPMAN AVE.,GARDEN GROVE 16082 GOLDENWEST ST.,HUNTINGTON BCH. 1737 E 17TH ST,SANTA ANA	(626)570-9920 (714)964-2022 (714)534-6433 (714)848-3993 (714)834-0562
BALDEV S. BASRA 1377 MONTE VISTA,VACAVILLE (707)446-8669		
CONTINENTAL FOOD MANAGEMENT, INC. (CA CORP.), AMER BOUKAI 680 N. EUCLID AVE.,ANAHEIM 3101 BALDWIN PARK BOULEVARD,BALDWIN PARK 7570 ORANGETHORPE,BUENA PARK 23750 MAIN ST.,CARSON 14165 PIPELINE AVENUE,CHINO 13005 PEYTON DRIVE,CHINO HILLS 15931 POMONA RINCON ROAD,CHINO HILLS 1110 S. MT. VERNON AVE.,COLTON 970 E. BADILLO,COVINA 14305 LAKEWOOD,DOWNEY 3520 N. PECK RD,EL MONTE 2810 EAST IMPERIAL,FULLERTON 3504 W. CENTURY BLVD.,INGLEWOOD 113 PEREIRA DRIVE-UNIV OF CA,IRVINE 14386 CULVER DRIVE,IRVINE 15732 ARROW HIGHWAY,IRVINDALE 1501 W IMPERIAL HWY,LA HABRA 14960 LA MIRADA BLVD,LA MIRADA 15700 VALLEY VIEW AVE,LA MIRADA 24761 ALICIA PKWY.,LAGUNA HILLS 28961 GOLDEN LANTERN,LAGUNA NIGUEL 14502 HAWTHORNE BLVD.,LAWNSDALE 6620 ATLANTIC AVENUE,LONG BEACH 5281 HOLT BLVD., BLDG #3,MONTCLAIR 12138 EAST IMPERIAL HIGHWAY,NORWALK 941 N. MILLEKEN AVE.,ONTARIO 3077 W TEMPLE AVE,POMONA 10020 ARLINGTON AVE,RIVERSIDE 11430 BEACH BLVD,STANTON 27925 ENCANTO DR.,SUN CITY 2404 SEPULVEDA BLVD,TORRANCE 13922 REDHILL AVENUE,TUSTIN 2119 BASELINE ROAD,UPLAND 2300 S. AZUSA AVENUE,W.COVINA		
CONTINENTAL FOOD MANAGEMENT, INC. (CA CORP.), AMER BOUKAI, ZIAD BOUKAI 2891 W. 120TH STREET,HAWTHORNE 12410 DAY STREET,MORENO VALLEY 30471 AVENIDA DE LAS FLORES,RANCHO SANTA		(323)777-2098 (951)697-0335 (949)888-4665
COTTI FOODS CALIFORNIA, INC. 8600 CURBARIL AVE,ATASCADERO 525 HIGHLAND SPRINGS AVE.,BEAUMONT 19018 SOLEDAD CANYON RD,CANYON COUNTRY 1090 N. PEPPER AVE.,COLTON 3515 GRAND OAK AVE,CORONA 401 N. MCKINLEY AVE.,CORONA 415 MAGNOLIA,CORONA 705 N. MAIN ST,CORONA 14439 BASELINE AVENUE,FONTANA 16984 VALLEY BLVD.,FONTANA 15110 EAST SUMMIT AVE.,FONTANA 1325 S LONEHILL AVE.,GLENDDORA 3450 W FLORIDA BLVD,HEMET 13342 MAIN STREET,HESPERIA 17375 MAIN STREET,HESPERIA 18689 BEAR VALLEY RD,HESPERIA 27879 BASELINE AVENUE,HIGHLAND 63 TECHNOLOGY DRIVE,IRVINE 79-275 HIGHWAY 111,LA QUINTA 29275 CENTRAL AVENUE,LAKE ELSINORE 2438 CARSON ST,LAKEWOOD (805)538-5088 (951)769-6692 (661)250-7825 (909)514-0218 (951)893-1787 (951)372-8216 (951)737-8441 (951)735-2739 (909)356-8622 (909)355-1702 (909)463-2319 (909)394-7414 (951)766-0532 (760)244-2455 (760)948-1628 (760)948-1738 (909)862-0481 (949)727-7018 (760)564-9789 (951)471-3620 (562)420-4642		



## EXHIBIT S-1 Operating Outlets By State

FOUR SEASONS HOLDINGS LLC, BADRUDDIN A. DAMANI, GULNAZ A. DAMANI, IMRAN DAMANI		5180 BIRCH ST, NEWPORT BEACH	(949)554-1567
38104 47TH ST EAST, PALMDALE	(661)480-0001	18507 DEVONSHIRE STREET, NORTHRIDGE	(818)366-4561
JENOO GROUP, LLC, BADRUDDIN A. DAMANI, GULNAZ A. DAMANI, JAFAR A. DAMANI		1002 MISSION AVENUE, OCEANSIDE	(760)967-0348
1015 W. AVENUE L, LANCASTER	(661)729-1015	3705 PLAZA DRIVE, OCEANSIDE	(760)630-6732
39580 LOWES DRIVE, PALMDALE	(661)224-1474	1237 N. TUSTIN, ORANGE	(714)771-3754
KETAN SHARMA, JANKI SHARMA		2010 N. ROSE AVENUE, OXNARD	(805)485-5255
17420 SOUTH WESTERN, GARDENA	(310)327-7707	2551 E VINEYARD AVE, OXNARD	(805)485-3373
KNJ RESTAURANTS, LLC (AK LLC), JANKI SHARMA, KETAN SHARMA		14645 ROSCOE BLVD., PANORAMA CITY	(818)894-0659
9036 VENICE BLVD., CULVER CITY	(310)837-7736	141 NIBLICK ROAD, PASO ROBLES	(805)239-1678
KNJ, LLC (AK LLC), JANKI SHARMA, KETAN SHARMA		175 N VENTURA ROAD, PORT HUENEME	(805)488-3136
4148 FLORENCE AVE, BELL	(323)537-4507	1660 MAIN STREET, RAMONA	(760)789-3530
4314 SOUTH STREET, LAKEWOOD	(562)531-0345	19317 SHERMAN WAY, RESEDA	(818)882-1530
OM KNJ, LLC, JANKI SHARMA, KETAN SHARMA		2825 EL CAJON BLVD, SAN DIEGO	(619)563-5327
3297 TWEEDY BLVD, S.GATE	(323)537-4756	8637 NAVAJO, SAN DIEGO	(619)461-4065
PACWEND II, INC. (CA CORP.)		8310 RIO SAN DIEGO DR, SAN DIEGO	(619)297-1984
3450 W MONTE VISTA AVE, TURLOCK	(209)634-1327	6585 MISSION GORGE ROAD, SAN DIEGO	(619)521-9916
PACWEND, INC. (CA CORP)		4770 CONVOY ST., SAN DIEGO	(858)560-8754
125 E. DORSET AVE, DIXON	(707)678-7248	1621 GRAND AVENUE, SAN DIEGO	(858)270-3003
395 ORO DAM BLVD., OROVILLE	(530)532-1001	10536 CRAFTSMAN WAY, SAN DIEGO	(858)592-9855
1301 BRIDGE STREET, YUBA CITY	(530)671-7474	10196 SCRIPPS POWAY PKWY, SAN DIEGO	(858)549-2641
PACWEND1, INC. (CA CORP)		3760 MIDWAY DRIVE, SAN DIEGO	(619)226-0909
35229 NEWARK BOULEVARD, NEWARK	(510)744-6919	2150 SOUTH BRADLEY ROAD, SANTA MARIA	(805)614-9730
PENINSULA FOODS, L.P. (CA LIMITED PARTNERSHIP)		9655 MISSION GORGE, SANTEE	(619)448-4990
1959 W LACEY BLVD, HANFORD	(559)584-4895	1613 LOS ANGELES AVE., SIMI VALLEY	(805)522-5090
860 W. HENDERSON, PORTERVILLE	(559)781-5592	27672 JEFFERSON AVENUE, TEMECULA	(951)587-6151
1852 EL CAMINO REAL, REDWOOD CITY	(650)365-2271	2790 E HILLCREST DR, THOUSAND OAKS	(805)499-5622
2805 WHITSON, SELMA	(559)898-0399	17684 SHERMAN WAY, VAN NUYS	(818)342-3975
1110 EAST TULARE AVENUE, TULARE	(559)688-4011	6181 SEPULVEDA BLVD, VAN NUYS	(818)787-2072
1580 E. NOBLE AVENUE, VISALIA	(559)739-7258	1401 VICTORIA, VENTURA	(805)642-8790
2125 N. DINUBA AVE, VISALIA	(559)667-9932	2662 THOMPSON BLVD., VENTURA	(805)648-7325
425 N. PLAZA DRIVE, VISALIA	(559)409-4941	567 W. VISTA WAY, VISTA	(760)941-4588
PILOT TRAVEL CENTERS LLC (DE LIMITED LIABILITY COMPANY)		5788 LINDERO CANYON ROAD, WESTLAKE VIL.	(818)879-9416
1850 MAIN STREET, BRAWLEY	(760)351-8648	WEINER BROTHERS, INCORPORATED (CA CORP.)	
30035 COUNTY ROAD 8, DUNNIGAN	(530)724-3063	245 SOUTH ATLANTIC, ALHAMBRA	(626)282-7349
14320 SLOVER AVE, FONTANA	(909)822-8326	WENCOM LLC (CA LIMITED LIABILITY COMPANY)	
42810 FRAZIER MOUNTAIN PARK, FRAZIER PARK	(661)248-2600	499 EL CAMINO REAL, SAN BRUNO	(650)873-3810
8701 US HIGHWAY 395, HESPERIA	(760)956-1087	WENDI-BEL, INC. (CA CORP.), JODY A. ARCHER, STEVEN R. ARCHER	
11053 RIVERSIDE DRIVE, JURUPA VALLEY	(951)681-1041	698 RALSTON AVENUE, BELMONT	(650)594-0400
14808 WARREN STREET, LOST HILLS	(661)797-1282	WENDPAC, INC. (CA CORP.)	
19997 N INDIAN AVE, N.PALM SPRINGS	(760)329-7493	800 BELLEVUE RD., ATWATER	(209)358-4505
4444 COMMERCE LANE, ORLAND	(530)865-0113	WENDPAC, LLC	
2275 SPERRY AVENUE, PATTERSON	(209)892-2777	503 PACHECO BLVD, LOS BANOS	(209)827-2727
1497 PIPER RANCH ROAD, SAN DIEGO	(619)661-9597	WENDY'S OF FRESNO, INC. (CA CORP.)	
1668 E TEHACHAPI BLVD, TEHACHAPI	(661)823-1068	420 SHAW AVENUE, CLOVIS	(559)299-1551
979 E PAIGE AVE, TULARE	(559)686-0256	7099 N. CEDAR, FRESNO	(559)298-1656
PKA CORPORATION (CA CORP.), BIKRAMJIT S. RANDHAWA		765 SOUTH CLOVIS AVENUE, FRESNO	(559)252-1440
1581 FITZGERALD DRIVE, PINOLE	(510)262-0242	4270 W SHAW AVE, FRESNO	(559)276-2722
RDR FOODS, INC. (CA CORP), DIANE M. ROSS, RONALD L. ROSS		3210 E JENSEN, FRESNO	(559)237-6666
190 WEST FOOTHILL BLVD, MONROVIA	(626)357-7971	2005 N BLACKSTONE, FRESNO	(559)222-1414
8450 WASHINGTON BLVD, PICO RIVERA	(562)801-2521	1140 C STREET, FRESNO	(559)486-2802
8810 S GARFIELD AVE, S.GATE	(562)776-0204	1778 E. SHAW, FRESNO	(559)490-0655
22611 VENTURA BLVD., WOODLAND HILLS	(818)225-1038	18525 PISTACHIO DR, MADERA	(559)661-8039
SSP AMERICA SFO, LLC		7164 N. BLACKSTONE AVENUE, PINEDALE	(559)490-5201
SAN FRANCISCO INTERNATIONAL AIRPORT, SAN	(650)821-8218	WENDY'S OF SANTA CLARA, INC. (CA CORP.)	
STEVEN R. ARCHER, DONALD A. DIANDA, JODY A. ARCHER		1845 E CAPITOL EXPY, SAN JOSE	(408)270-0900
7401 MISSION ST, DALY CITY	(650)755-2755	2624 S. BASCOM, SAN JOSE	(408)377-1562
TA OPERATING LLC		1405 MONTEREY RD., SAN JOSE	(408)287-9903
5821 DENNIS MCCARTHY DRIVE, LEBEC	(661)663-4390	782 S. BASCOM, SAN JOSE	(408)295-2826
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER		1313 S. WOLFE ROAD, SUNNYVALE	(408)739-3123
27002 LA PAZ RD, ALISO VIEJO	(949)409-6557	WENDY'S OF THE PACIFIC, INC. (CA CORP.)	
1575 N. VICTORY PLACE, BURBANK	(818)729-8320	2150 PANAMA LANE, BAKERSFIELD	(661)837-1882
149 WEST VENTURA BLVD, CAMARILLO	(805)484-9480	2608 OSWELL ST., BAKERSFIELD	(661)872-3493
307 ARNEILL ROAD, CAMARILLO	(805)987-2666	4650 GOSFORD ROAD, BAKERSFIELD	(661)398-0750
8232 DESOTO AVENUE, CANOGA PARK	(818)700-1578	821 SOUTH REAL ROAD, BAKERSFIELD	(661)325-6358
960 EASTLAKE PARKWAY, CHULA VISTA	(619)397-6810	9180 ROSEDALE HWY, BAKERSFIELD	(661)589-4830
618 E STREET, CHULA VISTA	(619)425-5312	801 E KETTLEMAN LANE, LODI	(209)368-6202
5970 CORPORATE AVE, CYPRESS	(714)226-9686	1630 E. YOSEMITE AVENUE, MANTECA	(209)239-2617
12614 LIMONITE AVE, EASTVALE	(951)735-1274	1400 MARTIN LUTHER KING JR WAY, MERCED	(209)383-9130
686 JAMACHA ROAD, EL CAJON	(619)444-3895	1374 E. HATCH RD., MODESTO	(209)537-2128
871 BROADWAY, EL CAJON	(619)447-8222	1617 NORTH CARPENTER ROAD, MODESTO	(209)846-0872
2290 N IMPERIAL AVE, EL CENTRO	(760)332-3500	3250 DALE RD., MODESTO	(209)523-6884
102 ENCINITAS BLVD, ENCINITAS	(760)436-4088	1501 MCHENRY AVE, MODESTO	(209)527-5647
1530 W. VALLEY PKWY, ESCONDIDO	(760)737-2909	1510 EAST F STREET, OAKDALE	(209)844-5320
960 W. EL NORTE, ESCONDIDO	(760)489-8075	2501 N. CHESTER, OILDALE	(661)393-2250
5724 HOLLISTER, GOLETA	(805)967-1338	1150 S. MAIN ST., RED BLUFF	(530)528-9310
1305 N. VERMONT AVE., HOLLYWOOD	(323)663-7387	12261 STATE HIGHWAY 33, SANTA NELLA	(209)826-8590
8749 CAMPO ROAD, LA MESA	(619)466-4358	2439 WEST MARCH LANE, STOCKTON	(209)478-8273
1102 N. H STREET, LOMPOC	(805)735-8656	725 W. CLOVER ST., TRACY	(209)836-3346
2201 BELLFLOWER BLVD., LONG BEACH	(562)597-2822	2395 GEER RD., TURLOCK	(209)632-9215
7135 SUNSET BLVD, LOS ANGELES	(323)876-1925	WENMAR, INC., DOUGLAS R. MINTON, ROBERT L. MINTON	
7360 LA TIJERA BLVD., LOS ANGELES	(310)645-8396	2421 COHASSET ROAD, CHICO	(530)345-8857
1111 CAMINO DEL RIO S., MISSION VALLEY	(619)291-9815	WEN-OAKLAND, INC. (CA CORP.), JODY A. ARCHER, STEVEN R. ARCHER	
40460 MURRIETA HOT SPRINGS RD, MURRIETA	(951)677-3218	3111 E. 14TH STREET, OAKLAND	(510)443-0669
		WEN-SAN LEANDRO, INC. (CA CORP.), JODY A. ARCHER, STEVEN R. ARCHER	
		1185 SAN LEANDRO, SAN LEANDRO	(510)352-7409

## EXHIBIT S-1 Operating Outlets By State

WENSHASTA, LLC (CA limited liability), PETER B. NISBET  
 2620 HILLTOP DR.,REDDING (530)221-7373

WEN-SSF, INC. (CA CORP.), DONALD A. DIANDA, JODY A. ARCHER,  
 STEVEN R. ARCHER  
 189 98TH AVENUE,OAKLAND (510)553-1260  
 176 GATEWAY BLVD,S.SAN FRANCISCO (650)866-4460

WENWEST, INC. (CA CORP.)  
 5943 PACHECO BLVD,PACHECO (925)686-2790  
 1339 NORTH MAIN,SALINAS (831)449-4466  
 1180 FREMONT,SEASIDE (831)899-5191  
 1480 FREEDOM BLVD,WATSONVILLE (831)724-8484

WOF-SALINAS, INC. (CA CORPORATION), JOHN P. HUYETT, SHIRLEY HUYETT  
 1369 NORTH DAVIS ROAD,SALINAS (831)424-4469

BODAN AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, MARK GALLEGOS  
 2420 BASELINE RD,BOULDER (303)499-5848  
 5350 ARAPAHOE RD,BOULDER (303)449-4644  
 1905 W. 6TH AVE,BROOMFIELD (303)469-3840  
 2333 8TH AVE,GREELEY (970)356-1870  
 3267 W. 10TH ST,GREELEY (970)353-3227  
 4644 CENTERPLACE DR,GREELEY (970)339-3919  
 455 S. BOULDER RD,LAFAYETTE (303)666-0311  
 1091 S. HOVER RD,LONGMONT (303)772-1091  
 1905 N. MAIN ST,LONGMONT (303)776-4431  
 4133 COUNTY ROAD 24,LONGMONT (303)702-0265  
 150 EAST 144TH AVE,THORNTON (720)872-3394  
 12000 MELODY DR,WESTMINSTER (303)450-2041  
 4860 W. 120TH AVE,WESTMINSTER (303)410-9403  
 1585 MAIN ST,WINDSOR (970)460-7009

DAVID S. DISCHNER, THE ESTATE OF EDWARD A. DISCHNER  
 300 E. MAIN ST,LIMON (719)775-2505

FRESQUEZ CONCESSIONS, INC., CHARLES FRESQUEZ, LINDA FRESQUEZ  
 7680 PENA BLVD,DENVER (303)342-6899

QSC RESTAURANTS, INC. (CO CORP.), DAVID L. SEE, IRFAN ERIK NOORALI MOOSA  
 1405 W. ELIZABETH ST,FT.COLLINS (970)484-7131  
 3710 S COLLEGE AVE,FT.COLLINS (970)223-4399  
 719 S. LEMAY AVE,FT.COLLINS (970)493-3041  
 1200 EAGLE DR,LOVELAND (970)669-1280  
 1405 ROCKY MOUNTAIN AVE,LOVELAND (970)461-9175  
 1519 W EISENHOWER BLVD,LOVELAND (970)663-3830

WEND-ROCKIES, INC. (CO CORP.), JEFFREY E. TEATER, JILL TEATER,  
 MICHAEL D. TEATER  
 4880 E BROMLEY LN,BRIGHTON (303)637-9252  
 70 W BROMLEY LN,BRIGHTON (303)654-0809  
 11 FIRST ST,FT.LUPTON (303)502-3021

WENDYS OF COLORADO SPRINGS, INC. (CO CORP.), RICHARD W. HOLLAND  
 1245 NORTH ACADEMY BLVD.,COLORADO SPGS (719)596-1286  
 8080 N. ACADEMY BLVD.,COLORADO SPGS. (719)598-8805  
 1104 EAST FILLMORE DR.,COLORADO SPGS. (719)471-4223  
 1541 S. NEVADA AVE.,COLORADO SPGS. (719)473-8393  
 1910 S ACADEMY,COLORADO SPGS. (719)596-4646  
 222 N. WAHSATCH AVE.,COLORADO SPGS. (719)633-7357  
 2515 MONTEBELLO DRIVE WEST,COLORADO (719)260-1881  
 2818 E. PLATTE AVE.,COLORADO SPGS. (719)635-1088  
 3036 W. COLORADO,COLORADO SPGS. (719)473-7704  
 3704 NORTH ACADEMY BLVD,COLORADO SPGS. (719)591-0760  
 5810 PALMER PARK BLVD,COLORADO SPGS. (719)573-8695  
 705 GARDEN OF THE GODS,COLORADO SPGS. (719)594-6080  
 6464 HIGHWAY 85-87,FOUNTAIN (719)392-5256

WENDY'S OF COLORADO SPRINGS, INC. (CO CORP.), RICHARD W. HOLLAND  
 3338 CLARK ST,ALAMOSA (719)587-3333  
 1101 ROYAL GORGE BLVD,CANON CITY (719)275-0471  
 875 KINNER STREET,CASTLE ROCK (303)688-1313  
 566 E. CASTLE PINES PKWY,CASTLE ROCK (303)814-8280  
 3207 I-70 BUSINESS LOOP,CLIFTON (970)523-4388  
 13481 BASS PRO DRIVE,COLORADO SPGS. (719)487-2774  
 3506 HARTSEL DR,COLORADO SPGS. (719)593-2244  
 5850 STETSON HILLS BLVD,COLORADO SPGS. (719)574-4026  
 221 E.MAIN STREET,CORTEZ (970)564-9241  
 1280 W. VICTORY WAY,CRAIG (970)826-0573  
 101 NORTH MAIN STREET,DELTA (970)874-6335  
 1840 MAIN STREET,DURANGO (970)247-4505  
 403 JURASSIC AVENUE,FRUITA (970)858-1899  
 750 1/2 HORIZON DRIVE,GRAND JUNCTION (970)241-2217  
 2010 NORTH AVE.,GRAND JUNCTION (970)242-1009  
 2430 HIGHWAY 6 AND 50,GRAND JUNCTION (970)241-0867  
 9485 S. UNIVERSITY BLVD.,HIGHLANDS RANCH (303)346-9440  
 9365 HEPBURN ST,HIGHLANDS RANCH (720)348-2906  
 7 WALMART WAY,LA JUNTA (719)384-4082  
 2340 S. TOWNSEND,MONTROSE (970)249-7683  
 7525 MCLAUGHLIN RD.,PEYTON (719)495-6864  
 602 N. SANTA FE,PUEBLO (719)545-4742  
 3406 N. ELIZABETH ST.,PUEBLO (719)542-7780  
 3320 W. NORTHERN AVE.,PUEBLO (719)566-1123  
 1005 BONFORTE BLVD.,PUEBLO (719)543-5510  
 988 KIMBLE DR,PUEBLO W. (719)647-1592  
 9960 SANTA FE TRAIL DR,TRINIDAD (719)845-9143  
 799 GOLD HILL PLACE,WOODLAND PARK (719)687-9384

WENPLATTE LLC (NE LLC), PETER B. NISBET  
 1151 N. COLORADO AVE,BRUSH (970)842-5959  
 1205 W. MAIN ST,STERLING (970)521-0945

### COLORADO

WENDYS OLD FASHIONED HAMBURGERS  
 14565 W. 64TH AVE,ARVADA (303)456-4610  
 6290 N. SHERIDAN BLVD,ARVADA (303)427-3030  
 8750 WADSWORTH BLVD,ARVADA (303)423-6294  
 16901 E. ILIFF AVE,AURORA (303)368-4040  
 6240 S GUN CLUB RD,AURORA (303)680-3656  
 3435 SALIDA ST,AURORA (303)373-0984  
 15400 E. COLFAX AVE,AURORA (303)366-8085  
 15297 E. MISSISSIPPI AVE,AURORA (720)748-5351  
 18700 E. HAMPDEN AVE,AURORA (720)876-2058  
 3110 PARKER RD,AURORA (303)750-8763  
 6721 S. POTOMAC ST,CENTENNIAL (303)706-9554  
 15581 EAST 104TH AVE,COMMERCE CITY (720)928-3989  
 6001 DEXTER STREET,COMMERCE CITY (303)287-2330  
 2070 S. FEDERAL BLVD,DENVER (303)936-5701  
 5775 LOGAN ST,DENVER (303)294-0395  
 550 SHERIDAN BLVD,DENVER (303)937-8236  
 515 S BROADWAY,DENVER (303)698-1247  
 5070 S SYRACUSE ST,DENVER (303)850-9752  
 4830 TOWER RD,DENVER (303)576-0040  
 4020 CHAMBERS RD,DENVER (303)371-3057  
 2247 S. MONAC PKWY,DENVER (303)757-8939  
 201 E. 6TH AVE,DENVER (303)863-9930  
 2485 S. UNIVERSITY BLVD,DENVER (720)570-7921  
 5155 S. BROADWAY,ENGLEWOOD (303)795-0833  
 4250 E. ALAMEDA AVE,GLENDALE (303)355-6275  
 9200 E. ARAPAHOE RD,GREENWOOD VILLAGE (303)649-2118  
 65 S. UNION BLVD,LAKEWOOD (303)989-2971  
 6995 W ALAMEDA AVE,LAKEWOOD (303)238-9721  
 7807 W. JEWELL AVE,LAKEWOOD (303)969-8312  
 8405 W. COLFAX AVE,LAKEWOOD (303)233-0357  
 8555 W. BELLEVIEW AVE,LITTLETON (303)972-0355  
 8040 S. BROADWAY,LITTLETON (303)347-9476  
 16931 E. LINCOLN AVE,PARKER (303)840-9879  
 9185 CROWN CREST BLVD,PARKER (303)840-7970  
 1500 E. 104TH AVE,THORNTON (303)252-7006  
 2681 E 120TH AVE,THORNTON (303)254-8365  
 4101 E. 136TH AVE,THORNTON (303)252-7733  
 8970 WASHINGTON ST,THORNTON (303)430-8016  
 9209 SHERIDAN BLVD,WESTMINSTER (303)429-5374  
 10335 FEDERAL BLVD,WESTMINSTER (303)464-8571  
 7397 FEDERAL BLVD,WESTMINSTER (303)428-6881  
 3955 WADSWORTH BLVD.,WHEAT RIDGE (303)424-7960

AKSAN GSM UNITED FORTUNE, LLC (CO LLC), DAVID L. SEE, IRFAN ERIK  
 NOORALI MOOSA  
 437 STATE HIGHWAY 7,BROOMFIELD (303)926-4495

AKSAN UNITED FORTUNE, INC., DAVID L. SEE, IRFAN ERIK NOORALI MOOSA  
 14857 CANDELAS PKWY,ARVADA (303)420-5871  
 9600 W. 58TH AVE,ARVADA (303)421-1990  
 1255 S HAVANA ST,AURORA (303)750-7166  
 25607 CONIFER RD,CONIFER (303)838-5743  
 857 E. COLFAX AVE,DENVER (303)837-0808  
 4964 FEDERAL BLVD,DENVER (303)477-9806  
 8080 E. COLFAX AVE,DENVER (303)399-5624  
 101 LOREN LN,EAGLE (970)328-5062  
 436 EDWARDS ACCESS RD,EDWARDS (970)926-5850  
 19001 HWY 82,EL JEBEL (970)963-9813  
 2912 EVERGREEN PKWY,EVERGREEN (303)679-0637  
 501 S. ZEREX WAY,FRASER (970)726-2434  
 940 TEN MILE DR,FRISCO (970)668-0152  
 2101 GRAND AVE,GLENWOOD SPRINGS (970)945-7084  
 14277 W. COLFAX AVE,GOLDEN (303)216-2506  
 195 COLUMBINE CT,PARACHUTE (970)285-1103  
 101 RAILROAD AVE,RIFLE (970)625-1994  
 190 TANGLEWOOD LN,SILVERTHORNE (970)468-0129

ASKAN IA FC, LLC (CO LLC). DAVID L. SEE, IRFAN ERIK NOORALI MOOSA  
 6145 E CROSSROADS BLVD.,LOVELAND (970)775-6267  
 4570 WEITZEL ST,TIMNATH (970)484-9775

## EXHIBIT S-1 Operating Outlets By State

### CONNECTICUT

INSPIRED BY OPPORTUNITY, LLC  
 20 GRANBY ROAD,BLOOMFIELD (860)640-0191  
 36 FEDERAL ROAD,BROOKFIELD (203)306-0851  
 348 SOUTH MAIN STREET,COLCHESTER (860)531-2237  
 209 WEST STREET,CROMWELL (860)344-0495  
 709 NEW HAVEN AVENUE,DERBY (203)954-0465  
 303 MAIN ST.,E.HARTFORD (860)200-8539  
 45 PROSPECT HILL ROAD,E.WINDSOR (860)640-2773  
 868 ELM STREET,ENFIELD (860)239-0043  
 331 SOUTH ROAD,FARMINGTON (860)606-0513  
 689 LONG HILL RD,GROTON (860)271-8958  
 2195 DIXWELL AVENUE,HAMDEN (203)800-4356  
 306 PROSPECT AVE.,HARTFORD (860)200-8505  
 90 AIRPORT RD,HARTFORD (860)200-8652  
 260 BROAD STREET,MANCHESTER (860)934-0997  
 865 EAST MAIN STREET,MERIDEN (203)886-0345  
 950 WASHINGTON STREET,MIDDLETOWN (860)632-7350  
 75 WHALLEY AVE.,NEW HAVEN (203)684-5885  
 370 COLMAN STREET,NEW LONDON (860)333-5790  
 132 DANBURY RD,NEW MILFORD (860)915-0661  
 2384 BERLIN TNPK.,NEWINGTON (860)801-6194  
 160 UNIVERSAL DRIVE NORTH,NORTH HAVEN (203)772-8391  
 657 W. MAIN STREET,NORWICH (860)237-4075  
 2 PRATT ROAD,PLAINFIELD (860)457-1723  
 171 NEW BRITAIN AVENUE,PLAINVILLE (860)846-2003  
 66 PROVIDENCE PIKE,PUTNAM (860)821-0264  
 1360 SILAS DEANE HIGHWAY,ROCKY HILL (860)734-0392  
 160 BANK STREET,SEYMOUR (203)463-3963  
 1799 MERIDEN-WATERBURY (860)736-3662  
 328 QUEEN STREET,SOUTHINGTON (860)736-1162  
 145 TALCOTTVILLE ROAD,VERNON ROCKVILLE (860)288-1439  
 674 N COLONY RD,WALLINGFORD (203)741-8126  
 81 ELLA GRASSO TURNPIKE,WINDSOR LOCKS (860)254-6910  
 NUTMEGWEN, LLC (NY LLC), JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP. (DE CORP)  
 1247 FARMINGTON AVENUE,BRISTOL (860)314-0777  
 262 SPENCER STREET,MANCHESTER (860)646-9410  
 105 BUCKLAND STREET,MANCHESTER (860)647-1345  
 5A NORTHRIDGE DRIVE,N.WINDHAM (860)456-9839  
 220 DIBBLE STREET,TORRINGTON (860)482-1226  
 167 THOMASTON AVENUE,WATERBURY (203)575-9443  
 910 WOLCOTT STREET,WATERBURY (203)573-0163  
 PILOT TRAVEL CENTERS LLC (DE LIMITED LIABILITY COMPANY)  
 433 OLD GATE LANE,MILFORD (203)876-9428  
 TRIWEN, LLC (NY LLC), JOHN ANTONACCIO, JOSEPH M. CUGINE, KEITH KAS  
 1016 W. MAIN ST,BRANFORD (203)488-9136  
 65 N. FRONTAGE ROAD,E.HAVEN (203)469-9459  
 570 BOSTON POST RD,GUILFORD (203)453-9271  
 718 BRIDGEPORT AVENUE,MILFORD (203)874-9556  
 15 BOSTON POST ROAD,ORANGE (203)795-9570  
 WENCONN OF BRIDGEPORT, LLC (CT LIMITED LIABILITY COMPANY), ALLEN LEVY, MARC LEVY  
 2162 FAIRFIELD AVENUE,BRIDGEPORT (203)382-9689  
 WENCONN OF CONNECTICUT AVENUE NORWALK, INCORPORATED (A CT CO), ALLEN LEVY, MARC LEVY  
 496 CONNECTICUT AVE.,NORWALK (203)853-9584  
 WENCONN OF NEW CANAAN AVENUE NORWALK, INC. (CT CORP), ALLEN LEVY, MARC LEVY  
 67 NEW CANAAN AVE,NORWALK (203)846-2644  
 WENCONN OF PUTNAM AVENUE GREENWICH, INCORPORATED (CT CORP), ALLEN LEVY, MARC LEVY  
 460 W. PUTNAM,GREENWICH (203)869-9885  
 WENCONN OF SHELTON, LLC (CT LIMITED LIABILITY COMPANY), ALLEN LEVY, MARC LEVY  
 484 BRIDGEPORT AVE,SHELTON (203)929-7561  
 WENCONN OF STAMFORD, LLC (CT LLC), MARC LEVY  
 1934 WEST MAIN STREET,STAMFORD (203)355-1762  
 WENCONN OF STRATFORD, INCORPORATED (CT CORP), ALLEN LEVY, MARC LEVY  
 1105 MAIN STREET,STRATFORD (203)386-9330  
 WENCONN OF WESTPORT AVENUE NORWALK, LLC (CT LIMITED LIABILITY CO), ALLEN LEVY, MARC LEVY  
 149 WESTPORT AVENUE,NORWALK (203)354-0821

### DELAWARE

WENDOVER, INC. (DE CORP.), DIANA J. BEAVER  
 1596 S. DUPONT HWY,DOVER (302)674-5220  
 1710 N. DUPONT HIGHWAY,DOVER (302)730-3900  
 4300 KIRKWOOD HWY,MARSHALLTON (302)998-1804  
 735 MIDDLETOWN WARWICK RD,MIDDLETOWN (302)378-2808  
 140 N DUPONT HWY,NEW CASTLE (302)328-3037  
 10 POSSUM PARK,NEWARK (302)368-5464  
 90 UNIVERSITY PLAZA,NEWARK (302)366-8225

2423 PULASKI HWY,NEWARK (302)368-7220  
 30 CHESTNUT HILL PLAZA,NEWARK (302)369-4245  
 4493 COASTAL HIGHWAY,REHOBOTH BEACH (302)645-5488  
 10 N. DUPONT BLVD,SMYRNA (302)653-2978  
 2151 KIRKWOOD HWY,WILMINGTON (302)482-2272

### DST OF COLUMBIA

THE GROVE, INC. (LA CORP.)  
 50 MASSACHUSETTS AVENUE NE,WASHINGTON (202)838-0978  
 WEND BALTIMORE SOUTH LLC (DE LLC)  
 4250 NANNIE HELEN BURROUGHS (202)399-8874  
 3900 GEORGIA AVENUE N.W.,WASHINGTON (202)723-0137

### FLORIDA

WENDYS OLD FASHIONED HAMBURGERS  
 516 E. ALTAMONTE,ALTAMONTE SPRINGS (407)831-1840  
 2719 SE HIGHWAY 70,ARCADIA (863)494-2661  
 2124 US HIGHWAY 92 W,AUBURNDALE (863)551-1224  
 411 HWY. 27 SOUTH,AVON PARK (863)453-6333  
 308 W. BRANDON BLVD.,BRANDON (813)685-1312  
 31044 CORTEZ BLVD,BROOKSVILLE (352)797-0886  
 1100 S BROAD ST,BROOKSVILLE (352)799-0878  
 12929 CORTEZ BLVD.,BROOKSVILLE (352)596-4868  
 2159 W C-48,BUSHNELL (352)793-2848  
 386 HWY 436 E.,CASSELBERRY (407)834-8250  
 1575 BERWICK DR,CHAMPIONS GATE (321)677-0391  
 23072 US HWY 19 N.,CLEARWATER (727)712-0707  
 3335 ULMERTON RD,CLEARWATER (727)573-1527  
 4960 E. BAY DRIVE,CLEARWATER (727)531-3451  
 900 S. MISSOURI AVE,CLEARWATER (727)249-0106  
 10265 STERLING RD,COOPER CITY (954)282-0024  
 144 S.E. HWY 19,CRYSTAL RIVER (352)795-1330  
 2071 GRIFFIN ROAD,DANIA BEACH (754)301-4757  
 44304 HIGHWAY 27,DAVENPORT (863)424-0203  
 49503 HWY 27, PARCEL C,DAVENPORT (863)218-5882  
 2660 DAVIE ROAD,DAVIE (954)448-7615  
 3055 S. UNIVERSITY DRIVE,DAVIE (954)916-2397  
 2120 LPGA BLVD,DAYTONA BEACH (386)236-9905  
 1444 INTERNATIONAL SPEEDWAY BL,DAYTONA (386)258-8700  
 2110 SAXON BLVD,DELTONA (386)259-5216  
 2167 HOWLAND BLVD,DELTONA (386)218-4966  
 1802 MAIN STREET,DUNEDIN (727)733-4673  
 340 SE 1ST AVENUE,FLORIDA CITY (305)248-5223  
 3300 W COMMERCIAL BLVD,FT.LAUDERDALE (954)485-9942  
 5900 W OAKLAND PARK,FT.LAUDERDALE (954)731-1218  
 4600 S. STATE ROAD 7,FT.LAUDERDALE (954)859-5619  
 3801 WEST BROWARD BLVD.,FT.LAUDERDALE (954)316-2312  
 1899 NW 40TH AVE,FT.LAUDERDALE (954)735-8188  
 1631 EAST SUNRISE (954)463-0811  
 1049 W OAKLAND PARK,FT.LAUDERDALE (954)563-0057  
 943 W STATE ROAD 84,FT.LAUDERDALE (954)527-5355  
 2801 DAVIE BLVD,FT.LAUDERDALE (954)792-6055  
 35645 US 27,HAINES CITY (863)419-7401  
 2390 W 68TH ST,HIALEAH (305)820-1123  
 365 W. 78TH RD.,HIALEAH (786)217-6810  
 1730 WEST 49TH ST.,HIALEAH (305)825-0502  
 16601 NW 57TH AVE,HIALEAH (305)623-2690  
 555 HIALEAH DRIVE,HIALEAH (305)884-6006  
 2550 PINE ISLAND ROAD,HOLLYWOOD (954)431-0178  
 3350 OAKWOOD BLVD.,HOLLYWOOD (954)924-4883  
 3535 HOLLYWOOD BLVD,HOLLYWOOD (954)963-4191  
 460 SOUTH STATE ROAD 7,HOLLYWOOD (754)209-2260  
 5551 SHERIDAN STREET,HOLLYWOOD (954)893-8807  
 30130 S. DIXIE HWY.,HOMESTEAD (305)248-6996  
 13485 SW 288 ST,HOMESTEAD (305)247-7832  
 3003 NE 8TH STREET,HOMESTEAD (305)248-0223  
 4223 SUNCOAST BLVD,HOMOSASSA (352)382-2608  
 13724 LITTLE ROAD,HUDSON (727)868-7721  
 12011 U.S. HWY 19 N.,HUDSON (727)863-2221  
 2495 E. GULF TO LAKE HWY,INVERNESS (352)341-5300  
 502 W. MAIN ST.,INVERNESS (352)726-1985  
 3271 VINELAND RD,KISSIMMEE (321)666-8271  
 915 W. VINE ST.,KISSIMMEE (407)846-2773  
 881 CYPRESS PARKWAY,KISSIMMEE (407)518-5083  
 7765 IRLO BRONSON MEMORIAL HWY,KISSIMMEE (407)390-7580  
 4755 W. IRLO BRONSON MEMORIAL HWY,KISSIMMEE (407)390-9632  
 3252 N JOHN YOUNG PKWY,KISSIMMEE (407)343-9478  
 2398 E. IRLO BRONSON MEMORIAL HWY.,KISSIMMEE (407)518-9487  
 1550 S HOAGLAND BOULEVARD,KISSIMMEE (407)343-7434  
 1471 E OSCEOLA PKWY UNIT 101,KISSIMMEE (407)499-5794  
 6141 W. IRLO BRONSON MEMORIAL HWY,KISSIMMEE (407)787-3577  
 502 US 27 SOUTH,LAKE PLACID (863)465-1600  
 2002 HIGHWAY 60 E,LAKE WALES (863)678-3907  
 4521 MACEY LANE,LAKE WALES (863)679-5455  
 5740 HIGHWAY 98 NORTH,LAKELAND (863)816-8086

## EXHIBIT S-1 Operating Outlets By State

2328 RADEN DRIVE, LAND O LAKES	(813)948-3361	1601 W. BAKER, PLANT CITY	(813)754-6096
8770 ULMERTON ROAD, LARGO	(727)530-7204	2807 JAMES REDMAN PKWY, PLANT CITY	(813)754-3150
11760 OAKHURST ROAD, LARGO	(727)595-5264	4308 STERLING COMMERCE DRIVE, PLANT CITY	(813)659-8603
17951 NORTH DALE MABRY HIGHWAY, LUTZ	(813)265-6774	900 DUNLAWTON BLVD, PORT ORANGE	(386)310-8741
18811 STATE ROAD 54, LUTZ	(813)948-7864	1690 TAYLOR ROAD, PORT ORANGE	(386)760-3883
2300 GRAND CYPRESS DR, LUTZ	(0)-	3906 US HIGHWAY 301 S, RIVERVIEW	(813)582-5815
7401 NW 73RD STREET, MEDLEY	(305)887-1789	13119 SOUTH US HIGHWAY 301, RIVERVIEW	(813)677-1363
8540 NW 58TH STREET, MIAMI	(305)392-3968	10529 GIBSONTOWN DRIVE, RIVERVIEW	(813)671-9951
200 S. W. 8TH ST., MIAMI	(305)858-6107	10921 BLOOMINGDALE AVE, RIVERVIEW	(813)413-0120
2000 NW 107TH AVENUE, MIAMI	(305)593-2761	3725 SUN CITY CENTER BLVD, RUSKIN	(813)633-6611
2370 S.W. 8TH ST., MIAMI	(786)323-7225	1959 S. RIDGEWOOD AVE., S. DAYTONA	(386)788-4729
2400 NW 87TH AVE, MIAMI	(305)592-1701	3717 S. ORLANDO BLVD., SANFORD	(407)321-3921
3600 S. DIXIE HWY, MIAMI	(305)442-8404	470 TOWN CENTER CIRCLE, SANFORD	(407)324-3280
3805 NW 27TH AVENUE, MIAMI	(305)638-0071	2100 US 27 NORTH, SEBRING	(863)314-9074
6720 SW 8TH STREET, MIAMI	(305)262-8666	10751 PARK BLVD., SEMINOLE	(727)391-2091
19650 NW 2ND AVE., MIAMI	(305)653-1408	4720 COMMERCIAL WAY, SPRING HILL	(352)597-1133
7801 BISCAYNE BLVD., MIAMI	(305)754-6382	14339 SPRING HILL DRIVE, SPRING HILL	(352)683-5412
7901 W FLAGLER, MIAMI	(305)264-4133	2300 OLD CANOE CREEK RD, ST.CLOUD	(407)449-7111
9655 WEST FLAGLER, MIAMI	(305)220-1441	4201 13TH STREET, ST.CLOUD	(407)892-6970
697 N. W. 37TH AVE., MIAMI	(305)541-2197	1115 34TH STREET N., ST.PETERSBURG	(727)323-4812
12485 NW 7TH AVE., MIAMI	(305)685-6371	4840 PARK STREET, ST.PETERSBURG	(727)545-9046
10829 S.W.73RD STREET, MIAMI	(305)596-4335	9000 4TH ST. N., ST.PETERSBURG	(727)578-2279
8922 24TH STREET, MIAMI	(305)220-8917	12941 W SUNRISE BLVD, SUNRISE	(954)845-0323
1651 SW 107 AVE, MIAMI	(305)228-2560	2471 NORTH UNIVERSITY DRIVE, SUNRISE	(954)749-5556
10680 N.W. 41 STREET, MIAMI	(305)436-9535	1101 W. SLIGH AVE, TAMPA	(0)-
13090 SW 120TH STREET, MIAMI	(305)252-0144	9940 ADAMO DRIVE, TAMPA	(813)623-2386
13650 SW 26TH ST, MIAMI	(305)554-9622	8305 SHELDON ROAD, TAMPA	(813)901-5909
13890 N. KENDALL DR., MIAMI	(305)385-1266	6202 GUNN HIGHWAY, TAMPA	(813)265-2204
13901 S. DIXIE HWY, MIAMI	(305)251-8882	12981 RACE TRACK RD, TAMPA	(813)855-1519
14180 SW 8TH STREET, MIAMI	(305)207-2696	4314 GANDY BLVD, TAMPA	(813)839-8971
14715 SW 42ND STREET, MIAMI	(305)551-8261	11720 N. 56TH STREET, TEMPLE TERRACE	(813)980-6441
1532 N.E. 163RD ST., MIAMI	(305)949-5074	2110 BLOOMINGDALE AVE, VALRICO	(813)571-5667
16203 SW 88 STREET, MIAMI	(305)752-7557	1440 NORTH US 17, WAUCHULA	(863)773-4055
1100 NORTHWEST 54TH STREET, MIAMI	(305)756-1511	28031 WESLEY CHAPEL BLVD, WESLEY CHAPEL	(813)991-7556
18181 NW 27TH AVE, MIAMI GARDENS	(305)621-0670	1904 WESTON ROAD, WESTON	(954)389-2255
4780 NW 183RD ST, MIAMI GARDENS	(305)621-4344	921 E STATE RD 44, WILDWOOD	(352)748-3319
10900 PEMBROKE ROAD, MIRAMAR	(954)442-8556	6517 OLD BRICK ROAD, WINDERMERE	(407)656-3670
3750 UTOPIA DR, MIRAMAR	(954)965-0218	13549 W COLONIAL DR, WINTER GARDEN	(407)656-0120
7032 NORTH CHURCH AVENUE, MULBERRY	(863)644-6714	16007 NEW INDEPENDENCE PKWY, WINTER GARDEN	(407)537-2414
12415 BISCAYNE BLVD., N. MIAMI	(305)893-2420	5610 CYPRESS GARDENS BLVD, WINTER HAVEN	(863)326-9838
1856 N.E. MIAMI GARDENS DRIVE, N. MIAMI BEACH	(305)945-4041	900 6TH STREET NW, WINTER HAVEN	(863)291-0290
7605 STATE ROAD 54, NEW PORT RICHEY	(727)372-4792	1308 W. FAIRBANKS AVE, WINTER PARK	(407)519-1511
8216 LITTLE ROAD, NEW PORT RICHEY	(727)841-6733	3700 ALOMA AVE, WINTER PARK	(407)677-4081
1608 S DIXIE FWY, NEW SMYRNA BCH.	(386)957-3813	32725 EILAND BLVD, ZEPHYRHILLS	(813)715-7350
10674 W COLONIAL DR, OCOEE	(407)877-2077	9A WENCO, LLC (FL LIMITED LIABILITY COMPANY)	
12496 STATE ROAD 54, ODESSA	(727)372-2338	10911 BAYMEADOWS ROAD, JACKSONVILLE	(904)519-8810
4066 TAMPA ROAD, OLDSMAR	(813)855-6212	ARAMARK EDUCATIONAL SERVICES, LLC	
2095 S. VOLUSIA AVE., ORANGE CITY	(386)218-5946	655 REITZ UNION DRIVE, GAINESVILLE	(352)273-0266
7749 TURKEY LAKE ROAD, ORLANDO	(407)351-6884	AREAS USA FLTP, LLC (FL LIMITED LIABILITY COMPANY)	
3020 WEST SAND LAKE ROAD, ORLANDO	(407)354-0150	263 MILE MARKER I-91, OCOEE	(407)218-6982
4051 MILLENIA BLVD, ORLANDO	(407)370-6702	184 FLORIDAS TURNPIKE, OKEECHOBEE	(863)216-5741
4426 HOFFNER AVENUE, ORLANDO	(407)438-7211	65 POMPANO PARKWAY, POMPANO BEACH	(954)642-1562
4510 S SEMORAN BLVD, ORLANDO	(321)666-8656	FLORIDA TURNPIKE MILEPOST 144, PORT	(772)672-3502
508 SOUTH CHICKASAW TRAIL, ORLANDO	(407)281-7626	FLORIDA TURNPIKE MILEPOST 229, ST.CLOUD	(407)910-2344
5115 W COLONIAL DR, ORLANDO	(407)299-4801	FL-91 MILEPOST 299, WILDWOOD	(305)322-1147
5503 MAJOR BLVD, ORLANDO	(407)370-0806	AREAS USA MIA, LLC	
6077 S. GOLDENROD ROAD, ORLANDO	(407)482-0757	2100 NW 42ND AVE, MIAMI	(786)641-6147
7690 PALM PARKWAY, ORLANDO	(321)599-3025	COMMONWEALTH WENCO, LLC (FL LIMITED LIABILITY COMPANY)	
8601 SUMMIT CENTRE WAY, ORLANDO	(407)667-0199	7027 COMMONWEALTH AVENUE, JACKSONVILLE	(904)693-1540
950 S. ORANGE BLOSSOM TRAIL, ORLANDO	(407)237-6297	D&C FOODS, INC. (GA CORP.), CARL HAYES HOOVER	
3019 LAMBERTON BLVD, ORLANDO	(407)658-9000	1600 SW ARCHER RD, GAINESVILLE	(352)379-9333
5824 CENTRAL FL PARKWAY, ORLANDO	(407)239-4134	FLORIDA KEYS QUALITY FOODS, INC. (FL CORP), DOROTHY NEKHAILA,	
7091 S. ORANGE BLOSSOM TR, ORLANDO	(407)851-1010	SAM NEKHAILA	
1050 MCCOY RD, ORLANDO	(407)240-8014	3336 NORTH ROOSEVELT BLVD, KEY WEST	(305)296-0324
11734 E COLONIAL DR, ORLANDO	(407)273-8523	HECKSCHER WENCO, LLC (FL LIMITED LIABILITY COMPANY)	
12242 NARCOOSSEE RD, ORLANDO	(407)313-8355	10101 NEW BERLIN ROAD, JACKSONVILLE	(904)714-9158
12820 ORANGE BLOSSOM TRAIL S, ORLANDO	(407)826-4729	HOJEIJ BRANDED FOODS, LLC, CAROL HOJEIJ, J. STEPHEN OLSEN	
3011 N. JOHN YOUNG PKWY., ORLANDO	(407)299-1542	ORLANDO INTERNATIONAL AIRPORT, ORLANDO	(407)825-4128
13826 LANDSTAR BLVD, ORLANDO	(407)856-7848	HOOVER FOODS, INC. (GA CORP.), CARL H. HOOVER IN HIS CAPACITY AS	
13860 BOGGY CREEK ROAD, ORLANDO	(321)273-0960	TRUSTEE OF THE 2016 DUANE CARL HAYES HOOVER/DUANE L. HOOVER, JR.	
14801 E. COLONIAL DRIVE, ORLANDO	(407)249-0111	16070 NORTHWEST US HIGHWAY 441, ALACHUA	(386)418-4291
1919 S. ORANGE, ORLANDO	(407)843-4628	9225 NW 39TH AVE, GAINESVILLE	(352)336-5930
2001 PRINCIPAL ROW, ORLANDO	(407)826-0670	1711 N.MAIN STREET, GAINESVILLE	(352)373-7210
2201 E. COLONIAL, ORLANDO	(407)898-1188	3611 SW ARCHER RD, GAINESVILLE	(352)378-3089
2608 N HIAWASSEE RD., ORLANDO	(407)295-3997	6700 NEWBERRY RD, GAINESVILLE	(352)331-5681
2751 WILSHIRE DRIVE, ORLANDO	(407)292-2039	ISLAND WENCO, LLC (FL LIMITED LIABILITY COMPANY)	
13480 STATE ROAD 535, ORLANDO	(407)827-7030	1575 ISLAND LANE, ORANGE PARK	(904)269-8118
335 W. GRANADA AVE., ORMOND BEACH	(386)256-4735	JAE FLORIDA, LLC (FL LLC), EDILBERTO J. RODRIGUEZ,	
75 WILLIAMSON BLVD, ORMOND BEACH	(386)492-3769	JHONNY ALEXANDER MERCADO SAM	
750 EAST LAKE ROAD, PALM HARBOR	(727)786-4415	850 E. HWY 50, CLERMONT	(352)404-8937
34092 US HWY 19 N, PALM HARBOR	(727)784-7980	1409 SUN RISE PLAZA DRIVE, CLERMONT	(352)404-8310
3950 PEMBROKE ROAD, PEMBROKE PARK	(954)322-0724	JAE NORTH FLORIDA, LLC (FL LLC), CHRISTINA L. SCHWECK, EDILBERTO J.	
17331 PINES BLVD, PEMBROKE PINES	(954)704-7933	RODRIGUEZ, MICHAEL J. RODRIGUEZ	
8000 PINES BLVD, PEMBROKE PINES	(954)499-0742	7753 STATE ROAD 50, GROVELAND	(352)557-4169
12650 PINES BLVD, PEMBROKE PINES	(954)436-5583	5809 SEVEN MILE DR, WILDWOOD	(352)539-9953
8005 US HIGHWAY 19 N, PINELLAS PARK	(727)520-1387		

## EXHIBIT S-1 Operating Outlets By State

<b>JAEA RESTAURANT HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, JHONNY ALEXANDER MERCADO SAM, MICHAEL J. RODRIGUEZ</b>		<b>QFRM 7 LLC, DENISE CLOE, TIMOTHY CLOE</b>	
815 W STATE ROAD 434, LONGWOOD	(407)699-1325	28140 S TAMiami TRAIL, BONITA SPRINGS	(239)947-9401
499 N STATE ROAD 7, MARGATE	(954)971-8913	6600 E STATE ROAD 64, BRADENTON	(941)708-3668
7693 EAST COLONIAL DRIVE, ORLANDO	(407)282-0024	41 HANCOCK BRIDGE PARKWAY WEST, CAPE	(239)458-7800
11251 UNIVERSITY BOULEVARD, ORLANDO	(407)671-8511	5904 20TH ST EAST, ELLENTON	(941)722-5232
90 W. MITCHELL HAMMOCK RD, OVIEDO	(407)359-5262	8661 COMMONS WAY, ESTERO	(239)948-7030
8901 WEST COMMERCIAL BLVD., TAMARAC	(954)722-6444	15300 MCGREGOR BOULEVARD, FT. MYERS	(239)482-6999
365 UNIVERSITY PARK DRIVE, WINTER PARK	(407)671-1119	14890 SIX MILE CYPRESS PARKWAY, FT. MYERS	(239)454-2563
<b>JAEA RESTAURANT HOLDINGS, LLC, EDILBERTO J. RODRIGUEZ, JHONNY ALEXANDER MERCADO SAM</b>		14491 PALM BEACH BLVD, FT. MYERS	(239)694-8108
11383 PALMETTO PARK RD, BOCA RATON	(561)218-0091	2501 LEE BOULEVARD, LEHIGH ACRES	(239)303-2063
865 N FEDERAL HWY, BOCA RATON	(561)395-0276	15021 TAMiami TRAIL, NORTH PORT	(941)423-2852
9192-A GLADES ROAD, BOCA RATON	(561)883-5905	606 EAST 10TH STREET, PALMETTO	(941)729-4664
7400 BOYNTON BEACH BLVD., BOYNTON BEACH	(561)735-0379	13417 SOUTH MCCALL ROAD, PORT CHARLOTTE	(941)698-9445
600 EAST WOOLBRIGHT ROAD, BOYNTON BEACH	(561)740-9244	19680 COCHRAN BLVD, PORT CHARLOTTE	(941)625-5585
701 W BOYNTON BEACH, BOYNTON BEACH	(561)734-6249	4331 S TAMiami TRAIL, VENICE	(941)492-5166
2290 GULF TO BAY, CLEARWATER	(727)799-0610	<b>QFRM DEV FL, LLC (FL LLC), DENISE CLOE, TIMOTHY CLOE</b>	
6630 NORTH STATE ROAD 7, COCONUT CREEK	(754)240-4227	11727 SR 70 E, BRADENTON	(941)727-5995
355 W. HILLSBORO BLVD., DEERFIELD BEACH	(954)481-1882	4201 53RD AVENUE E, BRADENTON	(941)751-1244
260 LINTON BLVD, DELRAY BEACH	(561)278-4102	7977 DANI DRIVE, SUITE 100, FT. MYERS	(239)418-3697
930 NW 62ND STREET, FT. LAUDERDALE	(954)472-6032	13030 TAMiami TRAIL EAST, NAPLES	(239)774-0089
7230 W MISS MAGGIE DRIVE, HOMOSASSA	(352)417-7947	2983 EXECUTIVE DR., VENICE	(941)480-9551
6049 SOUTH MILITARY TRAIL, LAKE WORTH	(561)304-7404	<b>RACE TRACK WENCO, LLC (FL LIMITED LIABILITY COMPANY)</b>	
1411 HYPOLUXO ROAD, LANTANA	(561)547-4920	2754 RACE TRACK RD., JACKSONVILLE	(904)287-3664
25600 SIERRA CENTER BLVD, LUTZ	(813)549-0930	<b>SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY</b>	
7115 WEST MCNAB ROAD, N. LAUDERDALE	(954)720-1100	10410 SE US HIGHWAY 441, BELLEVUE	(352)347-3225
4240 U.S. HWY 19 SOUTH, NEW PORT RICHEY	(727)848-6156	2570 COMMERCE PARKWAY, BUNNELL	(386)437-3277
1040 E COMMERCIAL BLVD, OAKLAND PARK	(954)772-9170	1203 SOUTH WOODLAND BLVD, DELAND	(386)736-8213
11639 WILL ODELL AVE, OXFORD	(352)539-9979	1490 NORTH WOODLAND BLVD, DELAND	(386)736-7105
2700 DR MARTIN LUTHER KING BLVD, POMPANO	(954)973-1126	2817 S. BAY ST, EUSTIS	(352)357-5535
1840 EAST ATLANTIC BLVD, POMPANO BEACH	(954)943-9245	1011 BICHARA BLVD., LADY LAKE	(352)750-6022
2281 W. SAMPLE RD., POMPANO BEACH	(754)222-1082	10401 US HIGHWAY 441, LEESBURG	(352)728-0020
2500 WEST ATLANTIC BLVD., POMPANO BEACH	(954)975-7977	917 N. 14TH ST, LEESBURG	(352)787-4466
1452 SOUTH PASADENA AVE, S. PASADENA	(727)343-5440	18890 U.S. HIGHWAY 441, MT. DORA	(352)735-5114
7025 N. UNIVERSITY DRIVE, TAMARAC	(954)721-6990	8470 SOUTHWEST HWY 200, OCALA	(352)237-9416
6917 N. 56TH STREET, TAMPA	(813)616-5396	3155 N.W. PINE AVENUE, OCALA	(352)867-1733
912 E. TARPON AVE, TARPON SPRINGS	(727)934-0208	3617 W. SILVER SPRINGS, OCALA	(352)629-8634
7925 S. DIXIE HWY., W. PALM BEACH	(561)586-2885	1824 REID STREET, PALATKA	(386)328-7225
1218 EAST STATE ROAD 434, WINTER SPRINGS	(321)295-5005	440 SW PALM COAST PARKWAY, PALM COAST	(386)446-2849
<b>JOJOEMIHA, LLC, CHRISTINE G. KAFIE HAROUN, HANY HAROUN</b>		1 OLD KING ROAD N, PALM COAST	(386)446-2617
1475 N UNIVERSITY DR., CORAL SPRINGS	(954)340-5527	2710 STATE ROAD #16, ST. AUGUSTINE	(904)826-0836
<b>LAND O'SUN MANAGEMENT CORPORATION (A FL CORP)</b>		336 15TH AVENUE S, ST. PETERSBURG	(727)820-9540
6390 S STATE ROAD 53, MADISON	(850)973-2351	4047 4TH ST N, ST. PETERSBURG	(727)822-0007
<b>LOSCO WENCO, LLC (FL LIMITED LIABILITY COMPANY)</b>		4300 34TH STREET SOUTH, ST. PETERSBURG	(727)866-8353
4160 LOSCO ROAD, JACKSONVILLE	(904)292-0967	<b>STARBOARD GROUP OF SOUTHEAST FLORIDA, LLC (FL LIMITED LIABILITY)</b>	
<b>LUAR ENTERPRISES, INC. (FL CORP.), DIANA MARIA BARALT AKA DIANA MARIA PAREDES-BARALT, RAUL JUAN PAREDES</b>		831 YAMATO RD, BOCA RATON	(561)997-2008
18880 DIXIE HWY, MIAMI	(305)251-3888	10050 W SAMPLE ROAD, CORAL SPRINGS	(954)755-0034
<b>MARKEYWEST REAL HOLDINGS, INC., DOROTHY NEKHAILA, SAM NEKHAILA</b>		6375 W SAMPLE RD, CORAL SPRINGS	(954)344-9713
335A DUVAL STREET, KEY WEST	(305)296-5770	4676 N UNIVERSITY DRIVE, CORAL SPRINGS	(954)757-6800
5150 OVERSEAS HIGHWAY, MARATHON	(305)743-4480	1197 S. MILITARY TRAIL, DEERFIELD BEACH	(954)428-6111
<b>PILOT CORPORATION (TN CORP.)</b>		15020 JOG ROAD, DELRAY BEACH	(561)865-0138
1101 FRIDAY RD, COCOA	(321)433-3153	4950 LINTON BLVD, DELRAY BEACH	(561)637-9779
2020 SW 135TH ST., OCALA	(352)347-8499	7560 NW 186TH STREET, HIALEAH	(305)826-1355
4255 NORTHWEST HIGHWAY 326, OCALA	(352)629-2428	11925 NW 27TH PL., MIAMI	(305)953-1477
<b>QFRM 5 LLC, DENISE CLOE, TIMOTHY CLOE</b>		1515 NORTHWEST 7TH STREET, MIAMI	(305)541-6141
1025 S MAIN, BELLE GLADE	(561)992-4200	14900 SOUTHWEST 31ST STREET, MIRAMAR	(954)431-7505
800 WEST SUGARLAND HIGHWAY, CLEWISTON	(863)983-2321	9960 WEST OAKLAND PARK BLVD, SUNRISE	(954)746-9008
17308 PARK 78 DRIVE, FT. MYERS	(239)997-7600	<b>STARBOARD GROUP OF SPACE COAST, LLC</b>	
3783 CLEVELAND AVENUE, FT. MYERS	(239)936-4409	8440 ASTRONAUT BLVD, CAPE CANAVERAL	(321)784-8557
1101 NORTH 15TH STREET, IMMOKALEE	(239)867-0052	1841 N. 4TH STREET, FT. PIERCE	(772)429-2330
13750 N CLEVELAND AVENUE, N. FT. MYERS	(239)997-9788	2309 S US HIGHWAY 1, FT. PIERCE	(772)468-0087
24180 VETERANS BLVD, PORT CHARLOTTE	(941)766-9484	4900 S. FEDERAL HIGHWAY, FT. PIERCE	(772)466-4065
9301 KNIGHTS DRIVE, PUNTA GORDA	(941)637-9933	205 S. MIRIMAR, INDIALANTIC	(321)724-0800
1601 S. TAMiami TRAIL, SARASOTA	(941)364-8015	395 E EAU GALLIE BLVD, INDIAN HARBOR BEACH	(321)773-0422
5741 CLARK ROAD, SARASOTA	(941)927-1244	4150 NORTH WICKHAM ROAD, MELBOURNE	(321)259-0104
8037 S. TAMiami TRAIL, SARASOTA	(941)921-4868	8245 NORTH WICKHAM RD, MELBOURNE	(321)253-5999
8220 TOURIST CENTER ROAD, UNIVERSITY PARK	(941)359-3706	950 N WICKHAM RD, MELBOURNE	(321)622-4150
<b>QFRM 6 LLC, DENISE CLOE, TIMOTHY CLOE</b>		2650 W. NEW HAVEN AVE., MELBOURNE	(321)727-3237
5420 MANATEE AVENUE, BRADENTON	(941)749-0577	10 W MERRITT ISLAND CSWY, MERRITT ISLAND	(321)453-3252
5411 14TH STREET, BRADENTON	(941)755-8703	1154 MALABAR RD S.E., PALM BAY	(321)984-5225
1427 CAPE CORAL PARKWAY, CAPE CORAL	(239)549-3600	1755 PALM BAY ROAD NE, PALM BAY	(321)676-4500
1601 DEL PRADO BLVD S, CAPE CORAL	(239)772-7477	4435 NORTHLAKE BLVD., PALM BEACH GARDENS	(561)626-3844
12034 S CLEVELAND AVENUE, FT. MYERS	(239)936-2004	10246 S FEDERAL HWY, PORT ST. LUCIE	(772)335-0500
9301 DANIELS PARKWAY, FT. MYERS	(239)561-2220	270 SW PORT ST LUCIE BLVD, PORT ST. LUCIE	(772)336-5633
4114 N TAMiami TRAIL, NAPLES	(239)262-8351	648 BARNES BLVD., ROCKLEDGE	(321)633-5667
10941 AIRPORT ROAD, NAPLES	(239)592-0888	3000 GARDEN ST., TITUSVILLE	(321)268-8269
2601 E TAMiami TRAIL, NAPLES	(239)775-8505	3323 COLUMBIA BLVD, TITUSVILLE	(321)264-2494
3206 N.W. TAMiami TRAIL, PORT CHARLOTTE	(941)627-0040	890 US HIGHWAY 1, VERO BEACH	(772)562-7075
301 NORTH BENEVA ROAD, SARASOTA	(941)954-1220	6210 20TH STREET, VERO BEACH	(772)564-0705
1627 N. WASHINGTON BLVD, SARASOTA	(941)954-7137	135 PALM BAY ROAD, W. MELBOURNE	(321)728-9027
		<b>STARBOARD GROUP OF TAMPA II, LLC (FL LIMITED LIABILITY COMPA</b>	
		6024 COUNTY ROAD 579, SEFFNER	(813)626-9273
		13712 BRUCE B. DOWNS BLVD, TAMPA	(813)977-1732
		3601 W. HILLSBOROUGH AVENUE, TAMPA	(813)873-1228

## EXHIBIT S-1 Operating Outlets By State

<b>STARBOARD GROUP OF TAMPA, LLC (FL LIMITED LIABILITY COMPANY)</b>		<b>WENCO HOLDINGS INC. (FL CORP), CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ</b>	
13135 US HWY 301,DADE CITY	(352)567-5585	11191 N. WILLIAMS ST,DUNNELLON	(352)533-6966
13119 N. DALE MABRY,TAMPA	(813)963-0866	7085 OKEECHOBEE RD,FT.PIERCE	(772)318-6707
13565 CYPRESS GLENN LANE,TAMPA	(813)979-1787	6870 FOREST HILL BLVD,GREENACRES	(561)966-8711
1501 HILLSBORO AVE, TAMPA	(813)238-1701	11640 SE FEDERAL HIGHWAY,HOBE SOUND	(772)546-6033
1507 E. FOWLER, TAMPA	(813)971-4370	1409 N.E. JENSEN BEACH BLVD.,JENSEN BEACH	(772)334-4880
1615 WEST KENNEDY BLVD.,TAMPA	(813)254-7205	626 INDIANTOWN ROAD WEST,JUPITER	(561)746-7936
19430 BRUCE B. DOWNS,TAMPA	(813)994-9965	9808 LAKE WORTH ROAD,LAKE WORTH	(561)432-4612
6620 E. MARTIN LUTHER KING BLVD.,TAMPA	(813)622-7222	3887 JOG ROAD,LAKE WORTH	(561)357-1333
8330 N. FLORIDA, TAMPA	(813)932-3580	4483 SOUTH CONGRESS AVE,LAKE WORTH	(561)967-3772
5658 GALL BLVD,ZEPHYRHILLS	(813)779-7124	7050 JOG ROAD,LAKE WORTH	(561)641-3337
<b>TA OPERATING LLC</b>		2401 10TH AVE NORTH,LAKE WORTH	(561)964-4412
7401 W. HWY 318,REDDICK	(352)591-1918	2900 W. NORVELL BRYANT HWY,LECANTO	(352)639-2633
<b>TINSLEY-BRIDGEMAN, LLC</b>		15753 SOUTHERN BOULEVARD,LOXAHATCHEE	(561)314-1905
4100 GEORGE J. BEAN PARKWAY,TAMPA	(813)291-3297	12011 SOUTHERN BLVD.,LOXAHATCHEE	(561)784-5052
<b>TROPICAL STOP, INC. (FL CORP), CHRISTINE G. KAFIE HAROUN, HANY HAROUN</b>		320 NORTHLAKE BLVD,N.PALM BEACH	(561)845-8845
99700 S OVERSEAS HWY,KEY LARGO	(305)783-5198	3001 E. SILVER SPRINGS BLVD.,OCALA	(352)622-6919
<b>WEN FOOD MANAGEMENT, INC., AMER BOUKAI</b>		120 BAHIA AVENUE COURT,OCALA	(352)387-9552
155 E. MAIN STREET,APOPKA	(407)880-7114	502 NE PARK STREET,OKEECHOBEE	(863)763-8181
1650 W ORANGE BLOSSOM TRAIL,APOPKA	(407)464-0267	1190 NE 23RD STREET,POMPAN0 BEACH	(954)785-9209
601 EXECUTIVE PARK COURT,APOPKA	(407)682-6434	1790 SW SAINT LUCIE WEST BLVD,PORT ST.LUCIE	(772)336-0422
3880 FLAGG LANE,LAKE MARY	(407)333-8077	2210 SW GATLIN BLVD.,PORT ST.LUCIE	(772)871-6109
2200 WEST ST ROAD 434,LONGWOOD	(407)865-6433	3741 W. BLUE HERON BLVD,RIVIERA BEACH	(561)844-7120
500 S US HWY 17/92,LONGWOOD	(407)831-1125	560 N. STATE ROAD 7,ROYAL PALM BEACH	(561)753-8770
254 FOUNTAIN WEST BLVD,OCOEE	(407)654-5450	1625 US HIGHWAY 1,SEBASTIAN	(772)388-0735
<b>WEN JAI RESTAURANT GROUP, LLC (FL LLC), JHONNY ALEXANDER MERCADO SAM</b>		7700 SOUTHWEST LOST RIVER ROAD,STUART	(772)219-9008
1091 W. HALLANDALE BEACH BLVD.,HALLANDALE	(954)456-5655	3160 SE FEDERAL HWY,STUART	(772)286-8181
<b>WEN SOUTH, LLC (FL LIMITED LIABILITY COMPANY)</b>		1531 BELVEDERE ROAD,W.PALM BEACH	(561)471-9554
775 NORTH SUMMIT STREET,CRESCENT CITY	(386)463-5027	3075 45TH STREET,W.PALM BEACH	(561)687-8534
3266 HIGHWAY 17,GREEN COVE SPRINGS	(904)529-8009	6790 OKEECHOBEE BLVD.,W.PALM BEACH	(561)683-8888
541482 US HWY 1,HILLIARD	(904)265-7059	951 HANK AARON DRIVE,W.PALM BEACH	(561)687-8830
3910 UNIVERSITY BLVD. WEST,JACKSONVILLE	(904)265-0890	1376 N MILITARY TRAIL,W.PALM BEACH	(561)689-8244
9510 APPLECROSS RD.,JACKSONVILLE	(904)265-2596	<b>WENDELTA, INC. (MS CORP.)</b>	
9055 NEW KINGS ROAD,JACKSONVILLE	(904)766-0116	109 S. TYNDALL PARKWAY,CALLAWAY	(850)769-3907
8625 BAYMEADOWS ROAD,JACKSONVILLE	(904)731-8595	2 NEW MARKET ST,CANTONMENT	(850)484-7056
7663 MERRILL ROAD,JACKSONVILLE	(904)743-3908	2200 HIGHWAY 29 SOUTH,CANTONMENT	(850)937-9869
7211 NORMANDY BLVD,JACKSONVILLE	(904)378-1290	1715 MAIN STREET,CHIPLEY	(850)638-5300
7102 BONNEVAL RD,JACKSONVILLE	(904)281-1168	3705 S. FERDON BLVD,CRESTVIEW	(850)689-1224
699 MAYPORT CROSSING BLVD.,JACKSONVILLE	(904)246-3529	1355 N FERDON BLVD,CRESTVIEW	(850)331-2999
6238 103RD STREET,JACKSONVILLE	(904)778-4459	34717 EMERALD COAST PARKWAY,DESTIN	(850)837-9199
5133 NORWOOD AVENUE,JACKSONVILLE	(904)768-3757	145 EGLIN PKWY N.E.,FT.WALTON BCH.	(850)243-5048
4453 SOUTHSIDE BLVD,JACKSONVILLE	(904)620-9161	299 RACETRACK ROAD NW,FT.WALTON BCH.	(850)864-3860
400 S. 3RD STREET,JACKSONVILLE	(904)246-2433	3191 GULF BREEZE PKWY,GULF BREEZE	(850)916-7007
4842 POST STREET,JACKSONVILLE	(904)265-0730	2604 S HIGHWAY 77,LYNN HAVEN	(850)914-2604
1175 DUNN AVE,JACKSONVILLE	(904)751-4645	4256 LAFAYETTE ST,MARIANNA	(850)526-4656
3136 EMERSON ST,JACKSONVILLE	(904)265-2567	2200 HIGHWAY 71,MARIANNA	(850)900-7341
2006 PARK STREET,JACKSONVILLE	(904)389-1961	441 MARY ESTHER BLVD,MARY ESTHER	(850)244-0828
2001 HAMILTON STREET,JACKSONVILLE	(904)387-1483	6477 HIGHWAY 90 WEST,MILTON	(850)626-9105
11295 CRYSTAL SPRINGS ROAD,JACKSONVILLE	(904)786-2240	1022 JOHN SIMS PKWY,NICEVILLE	(850)729-2233
1616 UNIVERSITY BLVD. SOUTH,JACKSONVILLE	(904)725-7996	610 W. 23RD STREET,PANAMA CITY	(850)763-7800
6021 ARGYLE FOREST BLVD.,JACKSONVILLE	(904)573-7887	8720 THOMAS DRIVE,PANAMA CITY BCH.	(850)233-0100
15236 MAX LEGGETT PARKWAY,JACKSONVILLE	(904)518-4431	5685 N 9TH AVE,PENSACOLA	(850)477-3566
14447 BEACH BOULEVARD,JACKSONVILLE	(904)821-0625	8080 HIGHWAY 98 WEST,PENSACOLA	(850)456-0505
140 BARTRAM MARKET DR,JACKSONVILLE	(904)559-6860	7012 N DAVIS HWY,PENSACOLA	(850)477-3610
13928 BARTRAM RUN DRIVE,JACKSONVILLE	(904)518-3365	5153 N 9TH AVE,PENSACOLA	(850)479-4333
12911 ATLANTIC BLVD,JACKSONVILLE	(904)221-6466	450 E. NINE MILE RD,PENSACOLA	(850)484-7797
12524 SAN JOSE BLVD,JACKSONVILLE	(904)260-2393	250 SAUFLEY STREET,PENSACOLA	(850)287-5799
12135 LEM TURNER RD,JACKSONVILLE	(904)768-5965	1706 WEST FAIRFIELD DRIVE,PENSACOLA	(850)432-0208
3624 FIRESTONE RD.,JACKSONVILLE	(904)265-0718	7200 PENSACOLA BLVD,PENSACOLA	(850)512-2994
210 W. WALKER DRIVE,KEYSTONE HTS.	(352)473-3636	<b>WENDIUM OF FLORIDA, INC. (FL CORP.), BRIAN DOMINGUEZ, GEORGINA DOMINGUEZ, JENNIFER M. SUAREZ, RAUL DOMINGUEZ</b>	
1511 S 6TH ST,MACCLENNY	(904)265-2893	46 EAST 49TH STREET,HIALEAH	(305)821-6482
2530 BLANDING BLVD,MIDDLEBURG	(904)291-1157	2000 NW 10TH AVENUE,MIAMI	(305)326-1297
1110 BLANDING BLVD,ORANGE PARK	(904)276-4227	8295 NORTHWEST 27TH AVE,MIAMI	(305)835-7535
753 PARK ST.,ORANGE PARK	(904)541-6459	645 NW 57TH AVENUE,MIAMI	(786)388-3033
153 CAPITAL GREEN,PONTE VEDRA	(904)567-3157	6898 BIRD ROAD,MIAMI	(305)661-2343
2040 A1A S,ST.AUGUSTINE	(904)471-8245	25 NORTHEAST 167 STREET,N.MIAMI BEACH	(305)493-3292
80 MARKETPLACE DRIVE,ST.AUGUSTINE	(904)494-8269	<b>WEN-LAKE CORPORATION (FL CORP.), GEORGE W. BANNING, KENNETH W. DALEY</b>	
2260 INTERNATIONAL GOLF PKWY,ST.AUGUSTINE	(904)265-1844	1520 NORTH BROADWAY AVENUE,BARTOW	(863)533-4770
1830 US HIGHWAY 1 S,ST.AUGUSTINE	(904)861-0155	1405 US 98 SOUTH,LAKELAND	(863)686-5329
3531 N. PONCE DE LEON BLVD,ST.AUGUSTINE	(904)825-4911	1910 W MEMORIAL BLVD,LAKELAND	(863)686-5328
2525 SOUTH MONROE ST.,TALLAHASSEE	(850)878-4208	3929 S. FLORIDA AVE.,LAKELAND	(863)646-0844
3561 S BLAIR STONE RD,TALLAHASSEE	(850)354-5343	3695 INNOVATION DRIVE,LAKELAND	(863)619-2989
3451 BANNERMAN RD.,TALLAHASSEE	(850)701-9158	3545 LAKELAND HIGHLANDS RD,LAKELAND	(863)644-5777
6601 MAHAN DRIVE,TALLAHASSEE	(850)701-8961	280 LAKELAND PARK BOULEVARD,LAKELAND	(863)816-7600
3030 WEST PENSACOLA STREET,TALLAHASSEE	(850)580-4403	2240 GRIFFIN RD.,LAKELAND	(863)853-5757
1950 WEST PENSACOLA,TALLAHASSEE	(850)575-9400	<b>WEN-ONE OF FLORIDA, INC., BRIAN TUCKER</b>	
1901 APALACHEE PKWY.,TALLAHASSEE	(850)878-6559	6723 US HWY 129 SOUTH,JASPER	(386)792-1080
1828 NORTH MONROE,TALLAHASSEE	(850)386-6225	202 COREY PLACE,LAKE CITY	(386)961-0019
1494 CAPITAL CIRCLE NW,TALLAHASSEE	(850)576-1300	14170 HIGHWAY 441,LAKE CITY	(386)628-5155
3439 THOMASVILLE RD,TALLAHASSEE	(850)701-9251	<b>WEN-RAM, INC. (FL CORP), DIANA MARIA BARALT AKA DIANA MARIA PAREDES-BARALT, RAUL JUAN PAREDES</b>	
2122 CAPITAL CIRCLE NE,TALLAHASSEE	(850)701-9155	20975 SOUTH DIXIE HIGHWAY,MIAMI	(305)969-8520
15408 NE US HIGHWAY 301,WALDO	(352)244-9176		
462586 STATE ROAD 200,YULEE	(904)548-0108		

## EXHIBIT S-1 Operating Outlets By State

**WEN-SOUTH HOLDINGS, INC. (FL CORP.), SERGIO A. BALSINDE, III,  
SERGIO A. BALSINDE, JR.**

8100 W HIALEAH GARDENS BLVD, HIALEAH	(305)823-6677
3301 BISCAYNE BLVD, MIAMI	(305)576-4488
13530 S.W. 152ND STREET, MIAMI	(305)251-6787
10610 SW 40TH ST, MIAMI	(305)225-6209
7393 NW 36TH ST, MIAMI	(305)594-9006
7555 NW 12TH ST., MIAMI	(305)436-0122

**WEN-STAR, INC. (GA CORP.)**

3081 W. US HWY. 90, LAKE CITY	(386)755-3930
180 SOUTHWEST MAIN BLVD, LAKE CITY	(386)754-3898
6691 US HWY. 129, LIVE OAK	(386)362-7878

### GEORGIA

**APPALACHIAN RESTAURANT GROUP, LLC (GA LLC), PICKENS M. LINDSAY**

614 YOUNG HARRIS HIGHWAY, BLAIRSVILLE	(706)781-3395
1041 NORTH THIRD AVENUE, CHATSWORTH	(706)695-4100
1004 SOUTH MAIN, CLEVELAND	(706)348-1590
88 PINE TREE WAY, DAHLONEGA	(706)867-1076
209 HIGHLAND XING, ELLIJAY	(706)636-1181
3646 THOMPSON BRIDGE ROAD, GAINESVILLE	(770)534-2737
1853 HIGHWAY 53 WEST, JASPER	(706)253-3738
13419 HIGHWAY 27, TRION	(706)734-3131

**ASSOCIATED RESTAURANT VENTURES, INC. (GA CORP.), KELLY C. JOHNSON,  
THOMAS C. JOHNSON**

1011 JORDAN DRIVE, ATHENS	(706)227-2950
1980 BARNETT SHOALS RD, ATHENS	(706)549-8190
415 PRINCE AVE, ATHENS	(706)850-3143
2261 SOUTH MAIN STREET, GREENSBORO	(706)453-9349
114 EAST MAY STREET, WINDER	(770)867-4000

**BRK OF ALABAMA, LLC (NC LIMITED LIABILITY COMPANY),**

**BRYAN DOUGLAS RAY, KAREN M. RAY**

2390 WHITESVILLE RD, LA GRANGE	(706)668-6460
303 VERNON STREET, LA GRANGE	(706)884-2780

**CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY**

3315 COBB PARKWAY, ACWORTH	(770)529-6945
3550 BAKER RD NW, ACWORTH	(770)975-3924
6205 HWY 92, ACWORTH	(770)926-0786
957 HIGHWAY 140 WEST, ADAIRSVILLE	(770)769-9914
154 PROMINENCE POINT BLVD., CANTON	(770)479-0737
3265 E. CHEROKEE DRIVE, CANTON	(678)880-0802
101 RIVER POINTE PKWY, CANTON	(770)345-4981
102 RIVERSTONE PARKWAY, CANTON	(770)479-3441
254 N DIXIE AVE, CARTERSVILLE	(770)382-3518
3 CHARLEY HARPER DRIVE, CARTERSVILLE	(678)719-8324
5640 HIGHWAY 20 S. E., CARTERSVILLE	(770)382-1158
95 OLD ALLATOONA ROAD, CARTERSVILLE	(770)607-8182
199 S SECOND STREET, COCHRAN	(478)934-1360
1380 CEDAR GROVE ROAD, CONLEY	(404)363-4302
1561 HIGHWAY 20 N.E., CONYERS	(770)761-6000
2340 SALEM ROAD, CONYERS	(770)860-0337
1291 DOGWOOD DR SE, CONYERS	(770)760-8672
3300 HWY 278 N.E., COVINGTON	(770)787-2834
4220 SALEM ROAD, COVINGTON	(678)625-4540
11120 HWY 142, COVINGTON	(770)788-1774
2670 FREEDOM PARKWAY, CUMMING	(770)781-5356
111 MARKETPLACE, DAWSONVILLE	(706)203-1167
2570 CANDLER ROAD, DECATUR	(404)244-0907
2970 ANVIL BLOCK ROAD, ELLENWOOD	(404)363-3838
309 CAMELLIA BLVD, FT. VALLEY	(478)822-0303
1905 VAUGHN RD., KENNESAW	(770)424-9421
995 CHASTAIN RD. N.W., KENNESAW	(770)419-5694
4065 CHEROKEE STREET, KENNESAW	(678)581-0388
3015 PANOLA ROAD, LITHONIA	(770)981-3766
6156 COVINGTON HWY., LITHONIA	(770)593-8553
55 POWDER SPRINGS ST., MARIETTA	(770)575-2885
1123 ROSWELL STREET, MARIETTA	(770)422-9661
1312 JOHNSONS FERRY ROAD, MARIETTA	(770)565-7150
2238 ROSWELL RD, MARIETTA	(770)971-7305
2961 SHALLOWFORD RD, MARIETTA	(770)973-1700
3442 ERNEST W. BARRETT PARKWAY	(770)426-0904
45 MARS HILL ROAD, POWDER SPRINGS	(770)425-2286
418 S MAIN ST, SWAINSBORO	(478)237-5565
1017 HWY 19 NORTH, THOMASTON	(706)646-4001
2105 MOODY ROAD, WARNER ROBINS	(478)929-0008
12085 HWY 92, WOODSTOCK	(770)517-8394
2350 TOWNE LAKE PARKWAY, WOODSTOCK	(770)592-5656
5345 OLD HIGHWAY 5, WOODSTOCK	(770)517-1119

**CALHOUN MANAGEMENT CORPORATION (SC CORP.), PICKENS M. LINDSAY**

53 JOSH HALL RD, BLUE RIDGE	(706)632-3082
1082 LEVEL GROVE RD, CORNELIA	(706)778-8685
8492 MAIN ST, HELEN	(706)878-3332
1530 S. BIG A ROAD, TOCCOA	(706)886-1854

**CAROLINA RESTAURANT GROUP, INC. (NC CORP)**

1954 WASHINGTON RD, THOMSON	(706)595-5250
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**CBM OF WILMINGTON ISLAND, LLC (SC LIMITED LIABILITY COMPANY), CBM  
ENTERPRISES, LLC (SC LIMITED LIABILITY COMPANY), CINDY SABA, JAMES SABA**

7835 HWY 80 E., SAVANNAH	(912)897-2003
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**DONALDSON ENTERPRISES, II, INC. (GA CORP.)**

1303 ST. AUGUSTINE ROAD, VALDOSTA	(229)242-3222
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**DONALDSON ENTERPRISES, INC. (GA CORP.)**

1617 N. ASHLEY ST, VALDOSTA	(229)244-9496
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**DONALDSON INVESTMENTS, II, INC. (GA CORP.)**

5110 JEWELL-FUTCH RD, LAKE PARK	(229)559-8177
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**DONALDSON INVESTMENTS, III, INC. (GA CORP.)**

3107 N OAK ST, VALDOSTA	(229)244-1102
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**DONALDSON INVESTMENTS, INC. (GA CORP.)**

1428 SAM NUNN BLVD., PERRY	(478)987-5260
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**DONALDSON INVESTMENTS, IV, INC. (GA CORP.)**

1812 WEST HILL AVENUE, VALDOSTA	(229)245-9182
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**ELITE BURGERS, LLC**

177 N LEE ST, FORSYTH	(478)994-1978
1961 EATONTON ROAD, MADISON	(706)342-0134
1117 W. SPRING STREET, MONROE	(678)635-8739

**FFC LIMITED PARTNERSHIP (NC LIMITED PARTNERSHIP)**

38 RICKMAN ST, CLAYTON	(706)782-9215
621 ELBERT ST, ELBERTON	(706)408-8103
1209 E FRANKLIN ST, HARTWELL	(706)376-0790
921 FRANKLIN SPRINGS STREET, ROYSTON	(706)245-6678

**FIRST SUN MANAGEMENT CORPORATION (SC CORP.), JOSEPH J. TURNER, JR.,  
JOSEPH JACKSON TURNER, III**

11156 HWY. 106, CARNESVILLE	(706)384-3122
30462 HIGHWAY 441 SOUTH, COMMERCE	(706)335-4663
587 SOUTH ENOTA DRIVE, GAINESVILLE	(770)531-1800
416 SHALLOWFORD ROAD, GAINESVILLE	(770)718-0880
5270 HIGHWAY 129 NORTH, JEFFERSON	(706)693-4442
3825 MUNDY MILL RD, OAKWOOD	(770)503-9661

**FORT HILL RESTAURANT GROUP, LLC (GA LLC), PICKENS M. LINDSAY**

150 EAST LOUISE STREET, CLARKESVILLE	(706)754-0090
3630 RIVERSIDE DRIVE, MACON	(478)238-1303

**GENESIS RESTAURANT GROUP, LLC**

280 EXCHANGE BLVD, BETHLEHEM	(770)586-0287
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**GENESIS RESTAURANT GROUP, LLC, BERT HILL CARROL SAUNDERS**

**ROBERT, JR., CHRIS MCLEANM, KELLY C. JOHNSON, SR.**

705 US HWY 29 N, ATHENS	(706)546-7628
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**HBV VERGE PARTNERS I JV, LLC, HOJEIJ BRANDED FOODS, LLC,  
J. STEPHEN OLSEN, WASSIM HOJEIJ**

6000 NORTH TERMINAL PARKWAY, ATLANTA	(678)515-3860
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**HOOVER FOODS, INC. (GA CORP.), CARL H. HOOVER IN HIS CAPACITY AS  
TRUSTEE OF THE 2016 DUANE CARL HAYES HOOVER, DUANE L. HOOVER, JR.**

4307 STATE BRIDGE ROAD, ALPHARETTA	(678)566-7897
4860 HIGHWAY 9 N, ALPHARETTA	(678)297-1959
1650 MANSSELL ROAD, ALPHARETTA	(770)552-2873
1520 MCFARLAND ROAD, ALPHARETTA	(770)753-9163
5950 HIGHWAY 53, BRASELTON	(706)654-1355
2385 MALL OF GEORGIA BOULEVARD, BUFORD	(678)546-3531
4930 FRIENDSHIP ROAD, BUFORD	(678)714-0809
300 TRI COUNTY PLZ, CUMMING	(770)887-2665
2110 HAMILTON CREEK PARKWAY, DACULA	(770)271-1598
2076 PLEASANT HILL RD, DULUTH	(770)476-5545
2741 MEADOW CHURCH ROAD, DULUTH	(770)418-9926
690 DULUTH HWY, LAWRENCEVILLE	(678)878-3173
6130 JIMMY CARTER BLVD, NORCROSS	(770)368-0683
5491 SPALDING DRIVE, NORCROSS	(770)710-0174
1935 INDIAN TRAIL RD, NORCROSS	(770)242-8718
1568 HOLCOMB BRIDGE RD, ROSWELL	(770)650-8107
1062 PEACHTREE INDUSTRIAL BLVD, SUWANEE	(678)482-5069
2960 LAWRENCEVILLE-SUWAN, SUWANEE	(770)932-1560
3661 PEACHTREE PKWY., SUWANEE	(770)495-7433

**JDL INVESTMENTS II, LLC**

1811 HOUSTON LAKE ROAD, PERRY	(478)988-3267
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**JDL INVESTMENTS II, LLC, BERNARD J. LOWENTHAL, JR., CORBIN PARKER,**

**JULIE D. LOWENTHAL**

3460 MADISON HWY, VALDOSTA	(229)469-4385
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**JDL INVESTMENTS IV, LLC**

825 GA HIGHWAY 122 WEST, HAHIRA	(229)794-8106
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**PILOT ,CORPORATION (TN CORP.)**

2605 BOULDERCREST ROAD, ATLANTA	(404)212-8282
2975 RIVERWATCH PARKWAY, AUGUSTA	(706)481-9939
2111 US 41 HWY NE, CALHOUN	(706)625-0940
2995 HIGHWAY 36 WEST, JACKSON	(770)504-8590

**PLD ENTERPRISES, INC. (GA CORP.)**

601 MEMORIAL DR., WAYCROSS	(912)283-6584
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## EXHIBIT S-1 Operating Outlets By State

<b>SOUTH GA BURGERS, LLC</b>			<b>WEN GEORGIA, LLC (MI LIMITED LIABILITY COMPANY)</b>	
1202 CRAWFORD ST.,AMERICUS	(229)924-9689		3675 CASCADE RD.,ATLANTA	(470)412-0520
1515 E 16TH AVENUE,CORDELE	(229)273-7577		8455 ROSWELL RD,ATLANTA	(470)357-6400
1404 S PETERSON,DOUGLAS	(912)384-1991		2957 N DRUID HILLS ROAD,ATLANTA	(404)329-9385
271 OCILLA HWY,FITZGERALD	(229)424-9240		1940 BIEDMONT ROAD,ATLANTA	(404)876-8250
1716 1ST AVE,MOULTRIE	(229)985-5678		4365 BUFORD DR,BUFORD	(770)932-8228
208 E. 20TH STREET,TIFTON	(229)386-9280		4100 S BOGAN ROAD,BUFORD	(470)589-5070
1310 US HIGHWAY 82 W,TIFTON	(229)382-4552		1555 ROME HWY,CEDARTOWN	(470)466-3145
<b>SOUTHEAST FOOD SERVICES COMPANY, LLC (DE LLC),</b>			5621 PEACHTREE IND BLVD,CHAMBLEE	(770)451-2640
<b>JHONNY ALEXANDER MERCADO SAM</b>			4965 FLAT SHOALS PARKWAY,DECATUR	(770)987-0100
401 BATTLEFIELD PKWY,FT.OGLETHORPE	(706)419-8081		1705 SCOTT BLVD,DECATUR	(404)633-5396
<b>SPRINGFIELD INVESTMENTS, LLC (GA LIMITED LIABILITY CO), MOHAMMED</b>			4071 COVINGTON HWY,DECATUR	(404)288-0281
<b>ABBASI</b>			4643 MEMORIAL DRIVE,DECATUR	(470)357-6139
3931 CLEVELAND HWY,VARNELL	(706)222-0254		6131 FAIRBURN ROAD,DOUGLASVILLE	(470)412-0250
<b>SPRINGFIELD INVESTMENTS, LLC (GA LIMITED LIABILITY COMPANY),</b>			1615 PLEASANT HILL ROAD,DULUTH	(770)252-5342
<b>MOHAMMED ABBASI</b>			3350 SHELBY LANE,E.POINT	(404)494-9200
905 HWY 53 E SE,CALHOUN	(706)629-1925		11121 TARA BLVD,HAMPTON	(770)603-0010
1140 N. GLENWOOD,DALTON	(706)226-3215		165 SCENIC HWY,LAWRENCEVILLE	(770)963-3286
2600 MARTIN LUTHER KING JR BLVD,DALTON	(706)277-5706		3400 SUGARLOAF PARKWAY,LAWRENCEVILLE	(678)518-4092
1911 NATHAN DEAN PARKWAY,ROCKMART	(678)757-0003		4840 SUGARLOAF PKWY.,LAWRENCEVILLE	(770)682-5558
801 MARTHA BERRY BLVD NW,ROME	(706)291-1008		4029 FIVE FORKS TRICKUM ROAD,LILBURN	(678)924-0049
1700 TURNER MCCALL BLVD SW,ROME	(706)290-0002		4234 HIGHWAY 29,LILBURN	(770)925-4757
2435 SHORTER AVENUE,ROME	(706)234-3272		4849 BILL GARDNER PKWY,LOCUST GROVE	(678)432-1359
3343 MARTHA BERRY HWY NW,ROME	(706)235-0633		260 COOPER ROAD S.W.,LOGANVILLE	(770)513-8288
<b>THE WIT GROUP, INC. (GA CORP.), DAVID C. BLAND</b>			4331 ATLANTA HWY 78,LOGANVILLE	(770)466-7075
164 ALTAMA CONNECTOR,BRUNSWICK	(912)267-0966		1753 MACLAND ROAD,MARIETTA	(678)290-5579
4938 NEW JESUP HWY,BRUNSWICK	(912)262-6830		3035 CANTON HWY,MARIETTA	(770)212-9442
945 S FIRST STREET,JESUP	(912)588-9090		1169 HIGHWAY 20-81,MCDONOUGH	(770)274-4486
1350 HWY 40 E,KINGSLAND	(912)729-5620		1760 JONESBORO ROAD,MCDONOUGH	(770)914-2456
4545 HIGHWAY 17,RICHMOND HILL	(912)756-2727		1928 GA-155 N,MCDONOUGH	(678)820-0433
2442 OSBORNE RD,ST.MARYS	(912)882-7009		273 KEYS FERRY STREET,MCDONOUGH	(770)914-1250
<b>VP RESTAURANTS, LLC (GA LIMITED LIABILITY), ARLYNN D. VAN PAEPEGHEM,</b>			3425 HIGHWAY 81 E,MCDONOUGH	(470)357-6235
<b>JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM</b>			7363 JONESBORO RD,MORROW	(678)422-1440
35 HAMILTON E HOLMES DR NW E,ATLANTA	(404)691-8990		2059 MT ZION RD,MORROW	(770)478-3900
3383 S. BUFORD HWY.,ATLANTA	(404)633-6541		6241 JONESBORO RD,MORROW	(770)961-6464
660 BOULEVARD N.E.,ATLANTA	(404)874-8069		1110 RICHARD D. SAILORS PARKWAY,POWDER	(770)439-1177
5255 OLD NATIONAL HWY.,ATLANTA	(404)763-0459		4932 S. COBB DRIVE,SMYRNA	(678)496-3897
427 MORELAND S.E.,ATLANTA	(404)627-1616		2378 SOUTH COBB DRIVE,SMYRNA	(470)410-2002
1025 RALPH DAVID ABERNATHY RD,ATLANTA	(404)752-5744		2231 SCENIC HWY,SNELLVILLE	(770)858-5255
3041 HEADLAND DRIVE,ATLANTA	(404)344-6106		3385 CENTERVILLE HWY,SNELLVILLE	(770)982-4377
2301 MARIETTA BLVD. NW,ATLANTA	(404)351-4868		1777 ROCKQUARRY ROAD,STOCKBRIDGE	(770)389-5575
1795 HOWELL MILL ROAD,ATLANTA	(404)351-0456		3847 HIGHWAY 138 SE,STOCKBRIDGE	(770)474-3529
3990 MARTIN L. KING DR.,ATLANTA	(404)696-2961		1235 S.HAIRSTON RD,STONE MOUNTAIN	(404)299-5079
185 SOUTH SERVICE RD S.W.,AUSTELL	(678)945-4160		1880 ROCKBRIDGE ROAD,STONE MOUNTAIN	(770)469-1233
3504 CHAMBLEE TUCKER ROAD,CHAMBLEE	(770)451-2922		4453 HUGH HOWELL ROAD,TUCKER	(770)491-8950
520 PEACHTREE PARKWAY,CUMMING	(770)888-7092		<b>WEN SOUTH, LLC (FL LIMITED LIABILITY COMPANY)</b>	
6959 DOUGLAS BLVD.,DOUGLASVILLE	(770)949-4002		7348 SPOUT SPRING RD,FLOWERY BRANCH	(762)533-0037
1072 BEAR CREEK BLVD,HAMPTON	(770)707-0696		2607 SCRUBBY BLUFF ROAD,KINGSLAND	(912)452-1045
325 N. CENTRAL AVE.,HAPEVILLE	(404)761-3667		2668 WINDY HILL RD,MARIETTA	(770)984-9766
860 VIRGINIA AVE,HAPEVILLE	(404)763-9515		870 HIGHWAY 138 W,STOCKBRIDGE	(678)293-8894
4900 FLOYD RD SW,MABLETON	(770)627-3394		<b>WEN-ALBANY, LLC, CHARLIE DAVIS</b>	
1270 POWERS FERRY RD,MARIETTA	(678)540-2276		1101 DAWSON ROAD,ALBANY	(229)436-6464
1170 PERIMETER CENTER WEST,SANDY SPRINGS	(770)391-9886		1714 E OGELTHORPE,ALBANY	(229)883-1382
135 FISCHER CROSSINGS DR,SHARPSBURG	(770)304-2291		2548 DAWSON ROAD,ALBANY	(229)432-5565
2808 SPRING RD SE,SMYRNA	(770)952-4553		3001 NORTH SLAPPEY ROAD,ALBANY	(229)432-1999
<b>VP RESTAURANTS, LLC (GA LIMITED LIABILITY), ARLYNN D. VAN PAEPEGHEM,</b>			<b>WENDELTA, INC. (MS CORP.)</b>	
<b>JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM, VP PROPERTIES, LLC (GA</b>			1707 WYNNTON ROAD,COLUMBUS	(706)288-4563
100 CHARLIE WATTS DRIVE,DALLAS	(678)202-4169		6490 MILGEN ROAD,COLUMBUS	(706)288-4810
8659 HIRAM-ACWORTH HWY,DALLAS	(770)529-8850		3639 VICTORY DR,COLUMBUS	(706)288-7235
7835 SENOIA RD.,FAIRBURN	(770)969-4608		1633 BRADLEY PARK,COLUMBUS	(706)288-8627
1645 SOUTH HWY 29,NEWMAN	(770)251-9072		5585 WHITTLESEY BLVD,COLUMBUS	(706)288-5079
381 NEWMAN CROSSING BYPASS,NEWMAN	(678)423-1443		<b>WENDGUSTA, LLC (GA LIMITED LIABILITY COMPANY), JEFFREY J. COGHAN,</b>	
625 CARROLLTON ST,TEMPLE	(770)562-8803		<b>LEWIS E. TOPPER, MICHAEL J. IEZZI, NORMAN BOBROW</b>	
<b>WECAL, L.L.C. (GA LLC), PICKENS M. LINDSAY</b>			3013 PEACH ORCHARD,AUGUSTA	(706)426-8193
318 HIGHWAY 49 NORTH,BYRON	(478)956-4061		449 WALTON WAY,AUGUSTA	(706)724-9441
2080 CHATTANOOGA ROAD,DALTON	(706)281-1885		3342 WRIGHTSBORO RD.,AUGUSTA	(706)738-0859
214 CONNECTOR #3,DALTON	(706)428-0608		2738 WASHINGTON RD.,AUGUSTA	(706)733-3509
2001 VETERANS BLVD,DUBLIN	(478)275-7659		1730 WALTON WAY,AUGUSTA	(706)738-5096
2172 S. HWY 441,DUBLIN	(478)275-4044		3816 WASHINGTON RD,AUGUSTA	(762)994-1882
4397 HARTLEY BRIDGE ROAD,MACON	(478)788-3050		430 SOUTH BELAIR ROAD,MARTINEZ	(706)210-1248
6040 ZEBULON RD,MACON	(478)475-1400		200 VIRGINIA PARKWAY,WAYNESBORO	(706)551-5051
1407 EISENHOWER PARKWAY,MACON	(478)788-5608		<b>WENMARR FOODS OF WEST GEORGIA, L.L.C. (GA LLC), ARLYNN D. VAN</b>	
1073 GRAY HIGHWAY,MACON	(478)755-9980		<b>PAEPEGHEM, MATTHEW VAN PAEPEGHEM</b>	
611 S HARRIS ST,SANDERSVILLE	(478)552-0407		5965 BAKERS FERRY ROAD SW,ATLANTA	(404)349-5611
1295 SOUTH HOUSTON LAKE RD,WARNER ROBINS	(478)987-4632		4786 JIMMY LEE SMITH PARKWAY,HIRAM	(770)222-7255
2925 WATSON ROAD,WARNER ROBINS	(478)953-0964		1511 1/2 LAFAYETTE PARKWAY,LA GRANGE	(706)845-7799
<b>WEN CHOO CHOO, INC., JAMES E. PATTON, KIMBERLY PATTON,</b>			2840 EAST HIGHWAY 34,SHARPSBURG	(770)252-0782
<b>ZACHERY J. DEBORD</b>				
12706 US-27,CHICKAMAUGA	(706)375-5088			
3588 BATTLEFIELD PARKWAY,FT.OGLETHORPE	(706)866-7399			
399 N. MAIN STREET,LAFAYETTE	(706)638-7500			
5872 ALABAMA HWY,RINGGOLD	(706)937-3800			
50 CRIMSON DRIVE,TRENTON	(706)657-7400			



## EXHIBIT S-1 Operating Outlets By State

WENMARR FOODS, INC. (GA CORP.), ARLYNN D. VAN PAEPEGHEM, MATTHEW VAN PAEPEGHEM 2096 METROPOLITAN PARKWAY SW, ATLANTA 1995 ALABAMA AVENUE, BREMEN 131 MAIN STREET, FOREST PARK 1000 WILLIAMS ST, HOGANSVILLE 8543 TARA BLVD, JONESBORO 1210 BULLSBORO DRIVE, NEWNAN 6817 HIGHWAY 85, RIVERDALE 4630 JONESBORO RD, UNION CITY 186 HWY 61 CONNECTOR, VILLA RICA	(404)763-0168 (770)537-5351 (404)361-8050 (706)637-9228 (770)471-0752 (770)304-0555 (770)997-7203 (770)969-0609 (770)459-8133	1028 CALDWELL BLVD, NAMPA 4108 GARRITY BLVD, NAMPA 424 12TH AVE RD, NAMPA	(208)466-9599 (208)463-9629 (208)463-9044
WENMARR MANAGEMENT COMPANY, L.L.C. (GA LLC), ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM, VP PROPERTIES, LLC (GA 139 EAST COLLEGE STREET, BOWDON 803 SOUTH PARK, CARROLLTON	(770)258-0804 (770)834-2213	CLASSIC FOODS, INC. (ID CORP.), ROBERT PINCOCK, TODD S. RICKS 3439 S. HITT RD., AMMON 1195 PARKWAY DRIVE, BLACKFOOT 4519 YELLOWSTONE AVENUE, CHUBBUCK 1275 WEST BROADWAY, IDAHO FALLS 1333 NORTHGATE MILE, IDAHO FALLS 929 YELLOWSTONE AVE., POCATELLO 145 S STATE ST, PRESTON 1117 SOUTH YELLOWSTONE HIGHWAY, REXBURG 510 RIGBY LAKE DR., RIGBY	(208)529-5322 (208)785-4111 (208)238-8349 (208)542-5322 (208)522-5322 (208)233-8383 (208)852-0113 (208)497-0075 (208)745-8161
WENMILL, L.L.C. (GA LLC), PAUL A. RAMBLER, PICKENS M. LINDSAY 2341 N. COLUMBIA DRIVE, MILLEDGEVILLE	(478)295-3242	GBK Foods, LLC (UT limited liability) 659 N. OVERLAND, BURLEY 818 BLUE LAKES BLVD, TWIN FALLS	(208)678-9303 (208)734-8255
WEN-ROBB, LLC (GA LIMITED LIABILITY COMPANY), LARRY C. ROBBINS, WILLIAMS M. MARTIN, JR. 595 SOUTH HIGHWAY 341, BARNESVILLE 99 PAVILION PARKWAY, FAYETTEVILLE 800 S GLYNN ST., FAYETTEVILLE 1506 WEST MCINTOSH ROAD, GRIFFIN 103 N EXPRESSWAY, GRIFFIN 599 THORNTON ROAD, LITHIA SPRINGS 923 VETERANS HWY SE, MABLETON 3835 AUSTELL RD SW, MARIETTA 975 CROSSTOWN DRIVE, PEACHTREE CITY 1102 PEACHTREE PKWY, PEACHTREE CITY	(770)358-2303 (678)817-6625 (770)461-1927 (770)228-4343 (678)572-4545 (678)401-6121 (770)941-7375 (770)944-3856 (770)703-1988 (678)364-0274	WENSPOK RESOURCES, LLC 477150 HWY 95, PONDERAY	(208)997-4111
WENSAVANNAH LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY 749 W OGLETHORPE HWY, HINESVILLE 6001 HARRISON RD, MACON 1561 POOLER PARKWAY, POOLER 400 EAST HIGHWAY 80, POOLER 7106 HIGHWAY 21, PORT WENTWORTH 2020 VICTORY DR, SAVANNAH 615 MARTIN LUTHER KING JR. BLVD, SAVANNAH 5996 OGEECHEE ROAD, SAVANNAH 294 CROSSROADS PARKWAY, SAVANNAH 11303 WHITE BLUFF RD, SAVANNAH 112 MALL BLVD, SAVANNAH 5321 WATERS AVE, SAVANNAH 1325 HIGHWAY 21S, SPRINGFIELD 500 FAIR RD, STATESBORO 600 NORTHSIDE DR E, STATESBORO 901 E 1ST ST, VIDALIA	(912)448-2575 (478)336-5965 (912)348-3069 (912)748-0502 (912)964-8470 (912)234-2819 (912)238-3715 (912)925-7048 (912)544-0346 (912)335-7168 (912)352-2801 (912)354-3658 (912)407-0475 (912)681-4289 (912)259-9333 (912)537-1506	WENSPOK RESOURCES, LLC, PETER B. NISBET 202 EAST APPLEWAY, COEUR DALENE 279 W. CANFIELD, COEUR DALENE 1819 21ST ST, LEWISTON 1030 W. PULLMAN ROAD, MOSCOW 3939 E. CENTRAL AVE., POST FALLS	(208)676-8699 (208)772-3344 (208)743-1212 (208)883-8112 (208)777-8369
WEN-STAR, INC. (GA CORP.) 1307 EAST SHOTWELL STREET, BAINBRIDGE 1600 E. JACKSON ST., THOMASVILLE	(229)246-2192 (229)226-8671	WT WENCO PROPERTIES, LLC 8610 W OVERLAND RD, BOISE	(208)377-1726
YCD ENTERPRISES II, LLC (GA LIMITED LIABILITY COMPANY) 100 FLORIDA ROAD, ADEL	(229)896-4501	<b>ILLINOIS</b>	
YCD ENTERPRISES, LLC (GA LIMITED LIABILITY COMPANY) 3983 BEMISS ROAD, VALDOSTA	(229)241-8222	WENDYS OLD FASHIONED HAMBURGERS 245 S. RANDALL RD, ALGONQUIN 801 N. LAKE STREET, AURORA 1260 ORCHARD ROAD, AURORA 2600 OGDEN AVENUE, AURORA 150 SOUTH GARY AVE, BLOOMINGDALE 396 S. BOLINGBROOK DRIVE, BOLINGBROOK 7220 WEST 79TH STREET, BRIDGEVIEW 2280 RANDALL ROAD, CARPENTERSVILLE 740 NORTHWEST HWY, CARY 7031 SOUTH WESTERN AVE, CHICAGO 8740 S. LAFAYETTE AVE, CHICAGO 4901 W. NORTH AVENUE, CHICAGO 3516 E 118TH STREET, CHICAGO 5472 N HARLEM AVE, CHICAGO 5679 S. ARCHER, CHICAGO 6324 N WESTERN AVE, CHICAGO 8302 S ASHLAND, CHICAGO 8645 SOUTH STONY ISLAND, CHICAGO 4412 N PULASKI RD, CHICAGO 5729 S. KEDZIE AVE, CHICAGO 4100 S. PULASKI ROAD, CHICAGO 3610 N WESTERN, CHICAGO 2610 W PERSHING, CHICAGO 242 WEST GARFIELD BLVD, CHICAGO 2312 NORTH ASHLAND, CHICAGO 2215 N WASHTENAW AVE, CHICAGO 2053 W LAWRENCE, CHICAGO 1623 W. DIVISION ST, CHICAGO 145 S. WESTERN AVE, CHICAGO 3943 N. HARLEM AVENUE, CHICAGO 4140 W. BELMONT AVE., CHICAGO 3310 S CICERO AVE, CICERO 5147 W CERMAK, CICERO 9941 W. 55TH ST., COUNTRYSIDE 13400 CICERO AVENUE, CRESTWOOD 6116 NORTHWEST HIGHWAY, CRYSTAL LAKE 7100 KINGERY RD, DARIEN 2570 DEMPSTER, DES PLAINES 1420 S 75TH STREET, DOWNERS GROVE 865 SOUTH RANDALL ROAD, ELGIN 4610 WEST LAKE AVE, GLENVIEW 6585 GRAND AVE, GURNEE 7920 W. 95TH STREET, HICKORY HILLS 29 W. GOLF RD., HOFFMAN ESTATES 8501 OGDEN AVE, LYONS 2433 N RICHMOND RD, MCHENRY 901 W NORTH AVENUE, MELROSE PARK 1283 RICKERT DRIVE, NAPERVILLE 1560 N. STATE ROUTE 59, NAPERVILLE 11 NORTH HARLEM AVENUE, OAK PARK 58 S WEBER RD., ROMEOVILLE 210 EAST ROLLINS ROAD, ROUND LAKE BEACH 1530 E. ALGONQUIN ROAD, SCHAUMBURG 3700 TOUHY AVE., SKOKIE 320 E. OGDEN, WESTMONT 1925 BOUGHTON ROAD, WOODRIDGE	(847)458-8461 (630)897-6553 (630)907-2982 (630)820-3641 (630)582-7950 (630)783-8202 (708)563-0686 (847)551-9694 (847)639-4543 (773)737-1125 (773)729-1401 (773)489-7270 (773)646-4420 (773)763-6754 (773)585-1431 (773)274-2994 (773)239-4071 (773)375-8466 (773)283-7687 (773)918-0417 (773)579-1421 (773)525-7368 (773)650-5819 (773)285-6300 (773)327-7398 (773)342-9339 (773)275-1090 (773)486-2344 (312)226-4802 (773)481-7971 (773)685-4093 (312)854-7001 (708)863-3606 (708)354-4720 (708)239-0905 (815)455-5222 (630)920-0224 (847)827-2849 (630)960-3897 (847)717-4332 (847)824-1879 (847)855-8700 (708)430-9525 (847)885-4637 (708)442-4481 (815)385-0154 (708)345-0113 (630)778-0077 (630)961-9683 (708)383-2748 (815)886-9947 (847)201-8046 (847)303-0242 (847)673-1991 (630)323-1379 (630)910-0170
ZENITH INVESTMENT, INC., DUANE L. HOOVER, SR, in his capacity as trustee of the 2016 DUANE L. HOOVER, SR. 2159 SAVOY DRIVE, CHAMBLEE	(770)455-7752		
<b>HAWAII</b>			
COTTI FOODS CALIFORNIA, INC. 89-102 FARRINGTON HWY, WAIANA E	(808)445-6007		
COTTI FOODS HAWAII, INC. 99-245 MOANALUA ROAD, AIEA 630 PUULOA ROAD, HONOLULU 349 E. KAMEHAMEHA AVENUE, KAHULUI 1143 KAILUA RD, KAILUA 490 KAMOKILA BLVD., KAPOLEI 91-5431 KAPOLEI PARKWAY, KAPOLEI 1030 MAKOLU ST, PEARL CITY 30 SOUTH KAMEHAMEHA HWY, WAHIAWA 94-1040 WAIPIO UKA ST, WAIPAHU 94-615 KUPUOHI STREET, WAIPAHU	(808)374-9277 (808)374-9299 (808)877-2719 (808)940-0208 (808)374-9919 (808)628-4797 (808)374-9303 (808)374-9366 (808)677-7700 (808)374-9600		
<b>IDAHO</b>			
BRONCO BURGERS, LLC 1180 BROADWAY, BOISE 3680 STATE STREET, BOISE 8100 WEST FRANKLIN ROAD, BOISE 600 N 10TH AVE, CALDWELL 65 EAGLE RIVER DRIVE, EAGLE 5525 CHINDEN BOULEVARD, GARDEN CITY 871 N. MERIDIAN, KUNA 3140 E. FLORENCE, MERIDIAN 100 E. CORPORATE DRIVE, MERIDIAN 2910 AMERICAN LEGION WAY, MOUNTAIN HOME	(208)336-1700 (208)344-8284 (208)377-5900 (208)459-7535 (208)939-8717 (208)327-4900 (208)593-2826 (208)884-5303 (208)888-2900 (208)587-3190		

## EXHIBIT S-1 Operating Outlets by State

ALL STAR MANAGEMENT NO. 17, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO 2900 PLAINFIELD ROAD, JOLIET (815)577-1409	2005 NORTH LEWIS AVE, WAUKEGAN 120 N. EASTWOOD DRIVE, WOODSTOCK 3400 SHERIDAN ROAD, ZION	(847)336-0067 (815)337-0460 (847)746-3343
ALL STAR MANAGEMENT NO. 18, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO 104 NORTH CENTER STREET, JOLIET (815)726-0187	HAMRA CHICAGO, LLC (DE LLC), MICHAEL K. HAMRA 854 ST RT 59, BARTLETT 300 W. HALF DAY ROAD, BUFFALO GROVE 151 SOUTH WESTERN, CARPENTERSVILLE 1595 LEE STREET, DES PLAINES 622 DUNDEE ROAD, DUNDEE 1001 DUNDEE AVENUE, ELGIN 900 BUSSE RD, ELK GROVE VILLAGE 4150 GROVE AVENUE, GURNEE 105 ARROWHEAD DRIVE, HAMPSHIRE 1065 LAKE STREET, HANOVER PARK 1171 NORTH ROHLWING ROAD, ITASCA 229 S. RAND RD., LAKE ZURICH 2050 SHELL DRIVE, LIBERTYVILLE 370 S US HIGHWAY 45, LINDENHURST 1895 DOUGLAS ROAD, MONTGOMERY 1589 NAPERVILLE WHEATON RD, NAPERVILLE 8309 GOLF RD., NILES 1 SOUTH 576 MIDWEST ROAD, OAKBROOK TERRACE 265 N. NORTHWEST HWY, PALATINE 1207 W. NORTHWEST HIGHWAY, PALATINE 3101 BELVEDERE, PARK CITY 1750 E. HIGGINS ROAD, SCHAUMBURG 1871 GOLF ROAD, SCHAUMBURG 9335 IRVING PARK RD, SCHILLER PARK 9319 SKOKIE BLVD, SKOKIE 881 S. SUTTON RD., STREAMWOOD	(630)830-7861 (847)955-0794 (847)428-0383 (847)827-5586 (847)428-9205 (847)717-3269 (847)952-1360 (847)336-3519 (847)683-9478 (630)893-4272 (630)250-7160 (847)540-9695 (847)362-3905 (847)245-7013 (630)844-9320 (630)355-9373 (847)965-4423 (630)268-8715 (847)359-1675 (847)359-3706 (847)244-1100 (847)605-0225 (847)885-4563 (847)671-9669 (224)998-0680 (630)540-0382
ALL-STAR MANAGEMENT #10, INC. (IL CORP.), ANTHONY C. ALLEGRO, MARIO A. ALLEGRO 19175 LAGRANGE RD., MOKENA (708)479-2560	HICKS ENTERPRISES INCORPORATED (IL CORP.), HENRY A. HICKS, SABRINA R. HICKS 9843 S. WESTERN, CHICAGO 7601 SOUTH CICERO AVENUE, CHICAGO	(630)830-7861 (847)955-0794 (847)428-0383 (847)827-5586 (847)428-9205 (847)717-3269 (847)952-1360 (847)336-3519 (847)683-9478 (630)893-4272 (630)250-7160 (847)540-9695 (847)362-3905 (847)245-7013 (630)844-9320 (630)355-9373 (847)965-4423 (630)268-8715 (847)359-1675 (847)359-3706 (847)244-1100 (847)605-0225 (847)885-4563 (847)671-9669 (224)998-0680 (630)540-0382 (773)233-7006 (773)581-5480
ALL-STAR MANAGEMENT NO. 1, INC. (IL CORP.), ANTHONY C. ALLEGRO, MARIO A. ALLEGRO 495 N KINZIE AVE, BRADLEY (815)932-9102	K & K FOODS, INC. (IL CORP.), SCOTT M. KING 1689 WILLARD DR, FREEPORT 885 E HWY 38, ROCHELLE 1110 EAST STATE STREET, ROCKFORD 5965 E RIVERSIDE, ROCKFORD 6390 E. STATE, ROCKFORD	(630)830-7861 (847)955-0794 (847)428-0383 (847)827-5586 (847)428-9205 (847)717-3269 (847)952-1360 (847)336-3519 (847)683-9478 (630)893-4272 (630)250-7160 (847)540-9695 (847)362-3905 (847)245-7013 (630)844-9320 (630)355-9373 (847)965-4423 (630)268-8715 (847)359-1675 (847)359-3706 (847)244-1100 (847)605-0225 (847)885-4563 (847)671-9669 (224)998-0680 (630)540-0382 (773)233-7006 (773)581-5480 (815)232-8938 (815)562-5062 (815)962-1101 (815)636-9612 (815)229-7992
ALL-STAR MANAGEMENT NO. 11, INC. (IL CORP.), ANTHONY C. ALLEGRO, MARIO A. ALLEGRO 2430 E LINCOLN HWY, NEW LENOX (815)462-8975	PARCO, LTD. (IA CORP.), JEFFREY P. RUPPEL, TAMARA L. RYAN 200 S MAIN ST, E. PEORIA 976 N. HENDERSON ST., GALESBURG 3811 41ST AVENUE DRIVE, MOLINE 3503 COURT STREET, PEKIN 5001 NORTH BIG HOLLOW ROAD, PEORIA 1432 38TH ST., ROCK ISLAND	(630)830-7861 (847)955-0794 (847)428-0383 (847)827-5586 (847)428-9205 (847)717-3269 (847)952-1360 (847)336-3519 (847)683-9478 (630)893-4272 (630)250-7160 (847)540-9695 (847)362-3905 (847)245-7013 (630)844-9320 (630)355-9373 (847)965-4423 (630)268-8715 (847)359-1675 (847)359-3706 (847)244-1100 (847)605-0225 (847)885-4563 (847)671-9669 (224)998-0680 (630)540-0382 (309)643-1180 (309)342-7011 (309)736-1490 (309)642-6560 (309)692-2359 (309)788-9117
ALL-STAR MANAGEMENT NO. 12, INC. (IL CORP.), ANTHONY C. ALLEGRO, MARIO A. ALLEGRO 12723 S ASHLAND AVE, CALUMET PARK (708)389-1646	PATTMAN, LLC 920 W. BROADWAY, CENTRALIA 1210 N. KELLER DR., EFFINGHAM 901 W MORTON AVE., JACKSONVILLE 935 WEST JACKSON AVENUE, MACOMB 1128 NORTH CARBON, MARION 3917 BROADWAY ST, MT. VERNON 1525 W. MAIN, SALEM 821 VETERANS AVENUE, VANDALIA	(630)830-7861 (847)955-0794 (847)428-0383 (847)827-5586 (847)428-9205 (847)717-3269 (847)952-1360 (847)336-3519 (847)683-9478 (630)893-4272 (630)250-7160 (847)540-9695 (847)362-3905 (847)245-7013 (630)844-9320 (630)355-9373 (847)965-4423 (630)268-8715 (847)359-1675 (847)359-3706 (847)244-1100 (847)605-0225 (847)885-4563 (847)671-9669 (224)998-0680 (630)540-0382 (309)643-1180 (309)342-7011 (309)736-1490 (309)642-6560 (309)692-2359 (309)788-9117 (618)533-2555 (217)342-4420 (217)243-6668 (309)837-7700 (618)993-6565 (618)244-1313 (618)548-9193 (618)283-1878
ALL-STAR MANAGEMENT NO. 14, INC. (IL CORP.), ANTHONY C. ALLEGRO, MARIO A. ALLEGRO 129 CYPRESS DR, MANTENO (815)468-0739	PILOT TRAVEL CENTERS LLC (DE LIMITED LIABILITY COMPANY) 1522 W. MARKET STREET, BLOOMINGTON	(630)830-7861 (847)955-0794 (847)428-0383 (847)827-5586 (847)428-9205 (847)717-3269 (847)952-1360 (847)336-3519 (847)683-9478 (630)893-4272 (630)250-7160 (847)540-9695 (847)362-3905 (847)245-7013 (630)844-9320 (630)355-9373 (847)965-4423 (630)268-8715 (847)359-1675 (847)359-3706 (847)244-1100 (847)605-0225 (847)885-4563 (847)671-9669 (224)998-0680 (630)540-0382 (309)643-1180 (309)342-7011 (309)736-1490 (309)642-6560 (309)692-2359 (309)788-9117 (618)533-2555 (217)342-4420 (217)243-6668 (309)837-7700 (618)993-6565 (618)244-1313 (618)548-9193 (618)283-1878 (309)829-3826
ALL-STAR MANAGEMENT NO. 16, INC. (IL CORP.), ANTHONY C. ALLEGRO, MARIO A. ALLEGRO 525 E. NORTH AVENUE, GLENDALE HTS. (630)545-0322	SAREN RESTAURANTS, INC. (IL CORP.), SEAN MICHAEL NIKLAS 1321 SYCAMORE ROAD, DE KALB 212 W. EVERETT ROAD, DIXON 200 N. KIRK RD., GENEVA 105 NORTH RIDGE ROAD, MINOOKA 1926 DIVISION STREET, MORRIS 1440 N COLUMBUS, OTTAWA 1420 38TH STREET, PERU 2226 N. MAIN, PRINCETON 2602 E. LINCOLNWAY, STERLING 2403 N BLOOMINGTON ST, STREATOR 1645 DEKALB AVE., SYCAMORE	(630)830-7861 (847)955-0794 (847)428-0383 (847)827-5586 (847)428-9205 (847)717-3269 (847)952-1360 (847)336-3519 (847)683-9478 (630)893-4272 (630)250-7160 (847)540-9695 (847)362-3905 (847)245-7013 (630)844-9320 (630)355-9373 (847)965-4423 (630)268-8715 (847)359-1675 (847)359-3706 (847)244-1100 (847)605-0225 (847)885-4563 (847)671-9669 (224)998-0680 (630)540-0382 (309)643-1180 (309)342-7011 (309)736-1490 (309)642-6560 (309)692-2359 (309)788-9117 (618)533-2555 (217)342-4420 (217)243-6668 (309)837-7700 (618)993-6565 (618)244-1313 (618)548-9193 (618)283-1878 (815)756-3400 (815)288-5089 (630)845-1316 (815)467-6002 (815)942-8342 (815)433-0334 (815)223-6452 (815)875-8322 (815)625-5644 (779)237-1002 (815)991-9079
ALL-STAR MANAGEMENT NO. 20, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO 505 N CUNNINGHAM, URBANA (217)344-2899	STARBOARD WITH CHEESE, LLC 2 CIETEN PLAZA, BARRY 412 E. WALNUT AVE, CARBONDALE 1209 BROADWAY AVE E, MATTOON 505 SOUTH DEERFIELD, PONTIAC 3530 BROADWAY, QUINCY 1250 TORONTO ROAD, SPRINGFIELD	(630)830-7861 (847)955-0794 (847)428-0383 (847)827-5586 (847)428-9205 (847)717-3269 (847)952-1360 (847)336-3519 (847)683-9478 (630)893-4272 (630)250-7160 (847)540-9695 (847)362-3905 (847)245-7013 (630)844-9320 (630)355-9373 (847)965-4423 (630)268-8715 (847)359-1675 (847)359-3706 (847)244-1100 (847)605-0225 (847)885-4563 (847)671-9669 (224)998-0680 (630)540-0382 (309)643-1180 (309)342-7011 (309)736-1490 (309)642-6560 (309)692-2359 (309)788-9117 (618)533-2555 (217)342-4420 (217)243-6668 (309)837-7700 (618)993-6565 (618)244-1313 (618)548-9193 (618)283-1878 (815)756-3400 (815)288-5089 (630)845-1316 (815)467-6002 (815)942-8342 (815)433-0334 (815)223-6452 (815)875-8322 (815)625-5644 (779)237-1002 (815)991-9079 (309)431-4880 (618)566-6237 (309)431-4888 (815)348-1630 (217)919-2177 (309)431-4885
ALL-STAR MANAGEMENT NO. 22, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO 1200 E. SIBLEY BLVD, DOLTON (708)849-9555	VESSEL OPERATING HOLDCO LLC 2350 S WABASH AVE, CHICAGO 317 W OAK ST, CHICAGO 560 W. LEXINGTON ST, CHICAGO	(630)830-7861 (847)955-0794 (847)428-0383 (847)827-5586 (847)428-9205 (847)717-3269 (847)952-1360 (847)336-3519 (847)683-9478 (630)893-4272 (630)250-7160 (847)540-9695 (847)362-3905 (847)245-7013 (630)844-9320 (630)355-9373 (847)965-4423 (630)268-8715 (847)359-1675 (847)359-3706 (847)244-1100 (847)605-0225 (847)885-4563 (847)671-9669 (224)998-0680 (630)540-0382 (309)643-1180 (309)342-7011 (309)736-1490 (309)642-6560 (309)692-2359 (309)788-9117 (618)533-2555 (217)342-4420 (217)243-6668 (309)837-7700 (618)993-6565 (618)244-1313 (618)548-9193 (618)283-1878 (815)756-3400 (815)288-5089 (630)845-1316 (815)467-6002 (815)942-8342 (815)433-0334 (815)223-6452 (815)875-8322 (815)625-5644 (779)237-1002 (815)991-9079 (309)431-4880 (618)566-6237 (309)431-4888 (815)348-1630 (217)919-2177 (309)431-4885 (0)- (0)- (0)-
ALL-STAR MANAGEMENT NO. 23, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO 758 WEST 117TH STREET, CHICAGO (773)264-7920	WENDYS OF BLOOMINGTON, INC. (IN CORP.), WILLIAM PARKS 1511 SOUTH PARK AVE., HERRIN 1701 IL ROUTE 148, MARION 1719 N ILLINOIS HIGHWAY 1, MARSHALL	(630)830-7861 (847)955-0794 (847)428-0383 (847)827-5586 (847)428-9205 (847)717-3269 (847)952-1360 (847)336-3519 (847)683-9478 (630)893-4272 (630)250-7160 (847)540-9695 (847)362-3905 (847)245-7013 (630)844-9320 (630)355-9373 (847)965-4423 (630)268-8715 (847)359-1675 (847)359-3706 (847)244-1100 (847)605-0225 (847)885-4563 (847)671-9669 (224)998-0680 (630)540-0382 (309)643-1180 (309)342-7011 (309)736-1490 (309)642-6560 (309)692-2359 (309)788-9117 (618)533-2555 (217)342-4420 (217)243-6668 (309)837-7700 (618)993-6565 (618)244-1313 (618)548-9193 (618)283-1878 (815)756-3400 (815)288-5089 (630)845-1316 (815)467-6002 (815)942-8342 (815)433-0334 (815)223-6452 (815)875-8322 (815)625-5644 (779)237-1002 (815)991-9079 (309)431-4880 (618)566-6237 (309)431-4888 (815)348-1630 (217)919-2177 (309)431-4885 (618)942-8710 (618)969-8280 (217)826-6967
ALL-STAR MANAGEMENT NO. 25, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO 11110 S. CICERO AVE, ALSIP (708)425-3390		
ALL-STAR MANAGEMENT NO. 27, INC. (IL CORP.), ANTHONY C. ALLEGRO, MARIO A. ALLEGRO 2033 N PROSPECT AVE, CHAMPAIGN (217)355-9484		
ALL-STAR MANAGEMENT NO. 28, INC. (IL CORP.), ANTHONY C. ALLEGRO, MARIO A. ALLEGRO 956 N. YORK ROAD, ELMHURST (630)530-5041		
ALL-STAR MANAGEMENT NO. 29, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO 221 SOUTH WEBER ROAD, BOLINGBROOK 3 E SIBLEY BLVD, CALUMET CITY 3951 W. 183RD STREET, HAZEL CREST 14115 SOUTH BELL ROAD, HOMER GLEN 3012 REFLECTION DRIVE, NAPERVILLE 4071 167TH ST, OAK FOREST 16737 S. LAGRANGE ROAD, ORLAND HILLS 7360 WEST 159TH STREET, ORLAND PARK 12875 S. HARLEM AVENUE, PALOS HTS. 13407 S. RT. 59, PLAINFIELD 1275 LAKEVIEW DRIVE, ROMEOVILLE 170 WEST 162ND STREET, S. HOLLAND 940 BROOK FOREST, SHOREWOOD 7251 W 183RD ST, TINLEY PARK (708)429-0027		
ALL-STAR MANAGEMENT NO. 3, INC. (IL CORP.), ANTHONY C. ALLEGRO, MARIO A. ALLEGRO 1740 W COURT ST, KANKAKEE (815)939-1638		
ALL-STAR MANAGEMENT NO. 4, INC. (IL CORP.), ANTHONY C. ALLEGRO, MARIO A. ALLEGRO 634 W. 14TH STREET, CHICAGO HTS. (708)748-2370		
ALL-STAR MANAGEMENT NO. 43, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO 206 W NORTH AVE, VILLA PARK (630)516-0527		
ALL-STAR MANAGEMENT NO. 5, INC. (IL CORP.), ANTHONY C. ALLEGRO, MARIO A. ALLEGRO 599 WILLIAM LATHAM DR, BOURBONNAIS (815)932-6681		
ALL-STAR MANAGEMENT NO. 6, INC. (IL CORP.), ANTHONY C. ALLEGRO, MARIO A. ALLEGRO 110 S. LARKIN, JOLIET (815)730-9708		
ALL-STAR MANAGEMENT NO. 7, INC. (IL CORP.), ANTHONY C. ALLEGRO, MARIO A. ALLEGRO 18257 S HALSTED ST, GLENWOOD (708)755-3590		
ALL-STAR MANAGEMENT NO. 9, INC. (IL CORP.), ANTHONY C. ALLEGRO, MARIO A. ALLEGRO 424 S SCHMALE RD, CAROL STREAM (630)668-4790		
BB ST. LOUIS, LLC 1825 HOMER M. ADAMS PARKWAY, ALTON 2600 GREEN MOUNT COMMONS DR., BELLEVILLE 5959 BELLEVILLE CROSSING ST, BELLEVILLE 1061 COLLINSVILLE CROSSING, COLLINSVILLE 6204 N. ILLINOIS ST., FAIRVIEW HTS. 2638 N. ILLINOIS AVENUE, SWANSEA 1845 VAUGHN DR, WOOD RIVER (618)258-0813		
BF ILLINOIS LLC (IL LIMITED LIABILITY COMPANY) 1362 SOUTH RT. 12, FOX LAKE 2560 SKOKIE VALLEY RD, HIGHLAND PARK 2310 GREENBAY ROAD, NORTH CHICAGO 210 W TOWN LINE ROAD, VERNON HILLS (847)973-9581 (847)432-2590 (847)473-1244 (847)367-4401		

## EXHIBIT S-1 Operating Outlets By State

WENDY'S OF BLOOMINGTON, INC. (IN CORP.), WILLIAM PARKS 15305 U.S. HIGHWAY 150,PARIS (217)463-2254	6181 US HIGHWAY 6,PORTAGE 1504 N CALUMET,VALPARAISO (219)706-2128 (219)464-8781
WENZAK CHICAGO SOUTHLAND, INC. 17100 S. TORRENCE AVENUE,LANSING (708)895-8070	INWEN, INC. (IN CORP.) 103 FRONTAGE RD,HUNTINGTON (260)356-4524
WENZAK HEARTLAND, INC., LYNN ZAK, MICHAEL ZAK 2501 NORTH VERMILLON,DANVILLE (217)442-5980 102 W. PERSHING ROAD,DECATUR (217)872-6442 6104 CENTER GROVE RD,EDWARDSVILLE (618)692-8160 1205 W. WEIR ST,LITCHFIELD (217)324-3771 1735 BRADFORD LANE,NORMAL (309)888-4101 1600 E. COLLEGE AVENUE,NORMAL (309)452-0200 700 N. WEBSTER,TAYLORVILLE (217)824-4055	KENNEDY HIGHLAND ENTERPRISES, LLC, JAB & KBS, LLC, JULIE A. BIESZCZAT, KATHLEEN B. SMITH 9703 KENNEDY AVENUE,HIGHLAND (219)922-6804 MARION RESTAURANTS SOUTH, INC. (IN CORP.) 1410 S. WESTERN AVENUE,MARION (765)662-6546 MARION RESTAURANTS, INC. (IN CORP.) 1223 N WABASH AVE,MARION (765)664-6126 MERRILLVILLE ENTERPRISES, LLC, JAB & KBS, LLC, JULIE A. BIESZCZAT, KATHLEEN B. SMITH 3310 E. 81ST AVE.,MERRILLVILLE (219)942-6344 MUNSTER ENTERPRISES, LLC, JAB & KBS, LLC, JULIE A. BIESZCZAT, KATHLEEN B. SMITH 8003 CALUMET AVENUE,MUNSTER (219)836-4810
WENZAK QSC MANAGEMENT, INC., LYNN ZAK, MICHAEL ZAK 2962 KIRK RD,AURORA (331)212-6615 1905 W. WILSON RD.,BATAVIA (630)406-0040 465 S. MCLEAN BLVD.,ELGIN (847)741-5121 942 S. RANDALL ROAD,ST.CHARLES (630)513-0050 1855 MARKET VIEW DRIVE,YORKVILLE (630)553-1922	PILOT TRAVEL CENTERS LLC (DE LIMITED LIABILITY COMPANY) 6900 N. OLD 27,FREMONT (260)833-6156 18011 COLORADO STREET,HEBRON (219)696-6437 6252 STATE RTE. 18 EAST,MARION (765)673-0067
WENZAK, INC. (IL CORP.), LYNN ZAK, MICHAEL ZAK 2723 NORTH MANHEIM ROAD,FRANKLIN PARK (847)455-1230 305 ROOSEVELT ROAD,GLEN ELLYN (630)790-3444 4116 W ROOSEVELT ROAD,HILLSIDE (708)547-7847 13280 S. IL RT 47,HUNTLEY (224)858-4858 2815 WOODLAWN RD,LINCOLN (217)735-1011 7200 W 25TH STREET,N.RIVERSIDE (708)447-6614 13543 WILLOWBROOK RD,ROSCOE (217)614-4535 14465 BLACKHAWK,S.BELOIT (815)624-4128 2700 N. DIRKSEN PARKWAY,SPRINGFIELD (217)788-7901 2901 LINDBERGH BOULEVARD,SPRINGFIELD (217)546-5516 467 GEORGETOWN SQUARE,WOOD DALE (630)238-7984	QFRM 1, LLC, DENISE CLOE, TIMOTHY CLOE 10565 EAST US 36,AVON (317)209-0397 5201 E. US HWY 36,AVON (317)745-0292 10585 NORTH MICHIGAN ROAD,CARMEL (317)228-1397 2370 E. 116TH STREET,CARMEL (317)846-4412 13708 OLIVIA WAY,FISHERS (317)773-3319 8921 EAST 116TH STREET,FISHERS (317)585-9912 1508 N STATE ST,GREENFIELD (317)462-4822 8804 S.MADISON AVE,INDIANAPOLIS (317)885-8498 1362 S. LEBANON,LEBANON (765)482-7644 230 CONNER ST,NOBLESVILLE (317)773-4065
<b>INDIANA</b>	
BETTER FOOD SYSTEMS, INC. (OH CORP.) 900 W. MAIN,PERU (765)472-2784 1101 E. TIPTON ST,SEYMOUR (812)522-9900 1107 E STATE ROAD 44,SHELBYVILLE (317)392-4897 2523 N. 6TH,VINCENNES (812)882-1125 3356 LAKE CITY HWY,WARSAW (574)269-2939	QFRM 2, LLC, DENISE CLOE, TIMOTHY CLOE 875 NORTH GREEN ST,BROWNSBURG (317)852-8590 8000 EAST 96TH STREET,FISHERS (317)578-8544 12702 PARKSIDE DRIVE,FISHERS (317)570-9887 6025 W. 10TH,INDIANAPOLIS (317)240-0857 5765 SUNNYSIDE DRIVE,INDIANAPOLIS (317)826-8069 5699 GEORGETOWN ROAD,INDIANAPOLIS (317)216-0653 5509 N. KEYSTONE,INDIANAPOLIS (317)257-5787 5250 SOUTH EAST STREET,INDIANAPOLIS (317)783-7602 5230 E. THOMPSON ROAD,INDIANAPOLIS (317)791-8603 1007 E. 86TH STREET,INDIANAPOLIS (317)255-8334 2409 POST DRIVE,INDIANAPOLIS (317)897-0435 16732 CLOVER ROAD,NOBLESVILLE (317)776-9429
BOMAR FOODS, INC. (IN CORP.) 2201 N. OAK RD,PLYMOUTH (574)935-9305	QFRM 3, LLC, DENISE CLOE, TIMOTHY CLOE 2809 N. 600 WEST,GREENFIELD (317)894-0327 5620 WEST 86TH STREET,INDIANAPOLIS (317)824-0236 9799 E. WASHINGTON ST,INDIANAPOLIS (317)897-0338 7802 U.S 31,INDIANAPOLIS (317)888-7529 1606 N. SHADELAND,INDIANAPOLIS (317)353-8441 6351 E. 82ND STREET,INDIANAPOLIS (317)849-6594 5055 W WASHINGTON ST,INDIANAPOLIS (317)247-5001 4322 SOUTHPORT RD,INDIANAPOLIS (317)865-9131 3507 W. 86TH STREET,INDIANAPOLIS (317)872-8467 3323 E. WASHINGTON ST,INDIANAPOLIS (317)638-9152 2903 KENTUCKY AVE,INDIANAPOLIS (317)247-0498 2245 N. MERIDIAN ST,INDIANAPOLIS (317)925-5562 7423 N. SHADELAND,INDIANAPOLIS (317)849-8301 8302 PENDLETON PIKE,LAWRENCE (317)549-9714 3703 STATE ROAD 32 E,WESTFIELD (317)867-3574
CLINTON FOODS, INC. (IN CORP.) 1551 E. WABASH,FRANKFORT (765)659-2811	QFRM 4 LLC, DENISE CLOE, TIMOTHY CLOE 490 N MORTON ST,FRANKLIN (317)738-0310 747 S. STATE ROUTE 135,GREENWOOD (317)881-2872 1450 W. MORRIS STREET,INDIANAPOLIS (317)636-0009
CROWN POINT ENTERPRISES, INC. (IN CORP.) 616 NORTH MAIN STREET,CROWN POINT (219)662-1434	QFRM DEV IN, LLC (IN LLC), DENISE CLOE, TIMOTHY CLOE 1065 SOUTHPARK DR,GREENWOOD (317)883-4828 1501 CHATHAM COMMONS BLVD.,WESTFIELD (317)804-3657
DJ RENTALS, LLC (IN LIMITED LIABILITY COMPANY) 1511 S WASHINGTON ST,CRAWFORDSVILLE (765)362-1244 2010 CR 350 SOUTH,LAFAYETTE (765)474-7935 1064 W. BROADWAY,MONTICELLO (574)583-0508 2340 MAIN STREET,ROCHESTER (574)223-8654 2029 NORTHGATE DR,W.LAFAYETTE (765)567-0114	SCHERERVILLE ENTERPRISES, LLC, JAB & KBS, LLC, JULIE A. BIESZCZAT, KATHLEEN B. SMITH 990 US HIGHWAY 41,SCHERERVILLE (219)864-1413 ST. JOHN 41 ENTERPRISES, LLC, JAB & KBS, LLC, JULIE A. BIESZCZAT, KATHLEEN B. SMITH 9603 WICKER AVE.,ST.JOHN (219)750-1234 SUCCESS ENTERPRISES, INC. (IN CORP.) 3420 CENTRAL AVENUE,LAKE STATION (219)962-5523
DYER ENTERPRISES, LLC, JAB & KBS, LLC, JULIE A. BIESZCZAT, KATHLEEN B. SMITH 790 JOLIET STREET,DYER (219)864-4631	
EASTERN INDIANA MANAGEMENT COMPANY, INC. (IN CORP.), JOHN GASSER 15600 WEST COMMERCE RD,DALEVILLE (765)378-4764 2620 W. JACKSON,MUNCIE (765)284-3374 223 EAST MCGALLIARD,MUNCIE (765)284-3996 2501 S. MADISON,MUNCIE (765)282-7790	
FIN ENTERPRISES, INC. (IN CORP.), JOHN R. BARNEY 7790 CORRINNE DR.,HAMMOND (219)844-7780	
FROSTY MANAGEMENT CORPORATION (IN CORP.) 1201 TEAL ROAD,LAFAYETTE (765)474-0903 3621 STATE ROAD 38 E,LAFAYETTE (765)449-2772 252 E. STATE STREET,W.LAFAYETTE (765)743-5885 701 SAGAMORE PK,W.LAFAYETTE (765)463-4939	
HAMMOND ENTERPRISES, LLC, JAB & KBS, LLC, JULIE A. BIESZCZAT, KATHLEEN B. SMITH 1844 165TH STREET,HAMMOND (219)844-8626	
HOBART ENTERPRISES, INC. (IN CORP.) 4500 WEST 61ST AVENUE,HOBART (219)945-1558	
HOLLAND-BUERK ENTERPRISES, INC. (OH CORP.), RICHARD W. HOLLAND 3001 N. WAYNE,ANGOLA (260)668-1063 120 WEST NORTH STREET,KENDALLVILLE (260)347-9746	
INSPIRED BY OPPORTUNITY, LLC 748 INDIAN BOUNDRY PIKE,CHESTERTON (219)250-1454 1720 N. CASSOPOLIS ST.,ELKHART (574)264-4232 2929 FERNDAL ROAD,ELKHART (574)875-3974 301 WEST HIVELY,ELKHART (574)295-8159 900 W. PIKE ST.,GOSHEN (574)533-2733 101 EAST RIDGE ROAD,GRIFFITH (219)237-3798 1202 LINCOLNWAY WEST,LA PORTE (219)362-1155 8105 MERRILLVILLE ROAD,MERRILLVILLE (219)472-5146 3715 S. FRANKLIN ST.,MICHIGAN CITY (219)872-0368 2675 WILLOWCREEK,PORTAGE (219)763-3096	

## EXHIBIT S-1 Operating Outlets By State

**THEOBALD MANAGEMENT, INC. (IN CORP.), CHARLES H. THEOBALD, III,  
SAUNDRA R. THEOBALD**

11 ALPINE DRIVE,BATESVILLE (812)934-2984  
1801 N.BROADWAY,GREENSBURG (812)662-6548  
3810 S. POST ROAD,INDIANAPOLIS (317)862-6547  
3640 SOUTH KEYSTONE AVENUE,INDIANAPOLIS (317)782-1099  
449 W EADS PKWY,LAWRENCEBURG (812)537-5327  
1200 N.STATE ST,N.VERNON (812)346-8183  
1840 N MAIN ST,RUSHVILLE (765)389-8056  
2035 N. RILEY HWY,SHELBYVILLE (317)421-1703

**VALPARAISO ENTERPRISES, LLC (IN LLC), JAB & KBS, LLC,**

**JULIE A. BIESZCZAT, KATHLEEN B. SMITH**  
2211 MORTHLAND DRIVE,VALPARAISO (219)464-2732

**W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER**

3416 W. 16TH STREET,BEDFORD (812)275-4031  
717 E. NATIONAL,BRAZIL (812)442-1855  
814 N. CONNER COURT,DALE (812)937-9789  
601 E. BOONVILLE-NEW HARMONY (812)867-6410  
4610 LINCOLN AVE,EVANSVILLE (812)477-4522  
3351 1ST. AVE.,EVANSVILLE (812)425-2359  
400 N. BURKHARDT ROAD,EVANSVILLE (812)471-4841  
410 N SAINT JOSEPH AVE,EVANSVILLE (812)424-8737  
480 S. MAIN STREET,FERDINAND (812)367-0594  
1018 INDIANAPOLIS RD,GREENCASTLE (765)653-4681  
901 E 1250 S,HAUBSTADT (812)753-3055  
1209 NORTH MAIN STREET,HUNTINGBURG (812)683-5905  
3565 NEWTON ST.,JASPER (812)482-3111  
410 NE A STREET,LINTON (812)847-9631  
2880 STATE ROAD 37,MITCHELL (812)849-1398  
7899 W STATE ROUTE 66,NEWBURGH (812)853-9469  
1207 WEST BROADWAY,PRINCETON (812)386-6431  
981B NORTH STATE ROAD 161,ROCKPORT (812)649-9314  
12 STATE ROAD 66,TELL CITY (812)547-6274  
229 SO 3RD STREET,TERRE HAUTE (812)232-8765  
2825 EAST WABASH AVENUE,TERRE HAUTE (812)232-7905  
3421 S US HIGHWAY 41,TERRE HAUTE (812)232-6408  
2049 LAFAYETTE AVENUE,TERRE HAUTE (812)466-6704  
210 E. NATIONAL HWY,WASHINGTON (812)254-1055

**WABASH MANAGEMENT, CORP. (IN CORP.)**

1299 N CASS ST,WABASH (260)563-0183

**WENBLUF INC. (IN CORP.)**

860 N MAIN ST,BLUFFTON (260)824-2143

**WENCO INDIANA, LLC (DE limited liability company), STEVEN C. DONELSON,  
ZANE GROSS, JR.**

1120 W 7TH ST,AUBURN (260)925-0098  
521 N LINE STREET,COLUMBIA CITY (260)244-3620  
409 N 13TH STREET,DECATUR (260)724-3335  
10440 MAYSVILLE RD,FT.WAYNE (260)486-1940  
7631 SOUTH TOWN CROSSING,FT.WAYNE (260)447-6040  
701 E. DUPONT RD,FT.WAYNE (260)637-2241  
6824 LINCOLN HIGHWAY EAST,FT.WAYNE (260)493-1106  
5701 COLDWATER ROAD,FT.WAYNE (260)484-8635  
3519 BROADWAY,FT.WAYNE (260)745-0018  
3220 N. ANTHONY BLVD.,FT.WAYNE (260)483-1210  
2215 MAPLECREST,FT.WAYNE (260)749-0858  
1610 NORTHLAND BLVD,FT.WAYNE (260)490-0248  
8909 US HIGHWAY 24 W,FT.WAYNE (260)436-9881  
1021 SOUTH CLINTON STREET,FT.WAYNE (260)422-2060  
1702 APPLE GLEN BLVD,FT.WAYNE (260)432-6008  
327 WEST MCKINLEY,MISHAWAKA (574)255-0142  
6526 GRAPE ROAD,MISHAWAKA (574)272-8882  
320 DIXIE WAY SOUTH,S.BEND (574)271-0166  
4227 S. MICHIGAN,S.BEND (574)291-6171

**WENDYS OF BLOOMINGTON, INC. (IN CORP.), WILLIAM PARKS**

7252 W STATE RD 28,ELWOOD (765)557-8326  
1828 MARKLAND AVE.,KOKOMO (765)553-5434  
1410 S OHIO ST,MARTINSVILLE (765)352-0952  
6120 WHITESTOWN PARKWAY,WHITESTOWN (317)769-4655

**WENDY'S OF BLOOMINGTON, INC. (IN CORP.), WILLIAM PARKS**

221 W 2ND ST,BLOOMINGTON (812)332-4202  
3285 W. JACOB DRIVE,BLOOMINGTON (812)339-5632  
4001 SOUTH OLD STATE ROUTE 37,BLOOMINGTON (812)824-5444  
608 COLLEGE MALL RD.,BLOOMINGTON (812)339-8428  
8229 WINDFALL LANE,CAMBY (317)455-9399  
1915 WEST JONATHAN MOORE PIKE,COLUMBUS (812)375-5164  
3115 S LAFOUNTAIN ST,KOKOMO (765)453-3400  
125 N. DIXON ROAD,KOKOMO (765)457-0574  
2085 NORTH REED ROAD,KOKOMO (765)854-1126  
300 STATE ROAD 144,MOORESVILLE (317)834-2861  
750 NORTH GOSPEL ST,PAOLI (812)723-5904  
2662 EAST MAIN ST.,PLAINFIELD (317)839-7381  
280 W. STATE HWY 46,SPENCER (812)829-2551

**WENDY'S OF BOWLING GREEN, INC. (KY CORP.), JOHN W. HUGHES,  
MICHAEL O'MALLEY, RYAN P. O'MALLEY, SHAWN F. O'MALLEY**

830 E. LEWIS AND CLARK PKWY,CLARKSVILLE (812)288-8833  
100 PACER DRIVE NW,CORYDON (812)738-2151  
2940 EAST HIGHWAY 62,JEFFERSONVILLE (812)288-6554  
740 CLIFTY DRIVE,MADISON (812)273-1002  
3720 CHARLESTOWN ROAD,NEW ALBANY (812)948-2332  
500 SOUTH MAIN,SALEM (812)883-3788  
1502 W MCCLAIN AVE,SCOTTSBURG (812)752-1932

**WENZAK INDIANA INC., LYNN ZAK, MICHAEL ZAK**

5608 S. SCATTERFIELD RD.,ANDERSON (765)649-5901  
2817 N. BROADWAY,ANDERSON (765)649-8270  
1805 STATE RD 109,ANDERSON (765)649-1777  
2508 NICHOL AVE.,ANDERSON (765)649-7775  
205 E. FIFTH AVENUE,CONNERSVILLE (765)825-7755  
524 S. MEMORIAL DRIVE,NEW CASTLE (765)521-4933  
3280 W. STATE ROAD 38,PENDLETON (765)778-2309  
1716 EAST MAIN STREET,RICHMOND (765)965-5544  
2324 CHESTER BLVD.,RICHMOND (765)966-6735

**WILLIAM PARKS**

2945 N. NATIONAL HIGHWAY,COLUMBUS (812)376-3476

### IOWA

**BIG RED WEN, L.L.C., CARL BRYANT**

2111 SAPP BROS. DRIVE,PERCIVAL (712)382-1585

**KIM FOODS, INC. (IA CORP), SCOTT M. KING**

1251 NW 118TH STREET,CLIVE (515)224-2099  
15900 HICKMAN ROAD,CLIVE (515)987-2055  
4935 MERLE HAY ROAD,DES MOINES (515)270-0771  
850 EAST EUCLID,DES MOINES (515)262-8063  
4901 S. E. 14TH STREET,DES MOINES (515)285-8823  
4105 S.W. 9TH ST.,DES MOINES (515)282-6883  
225 GRAND AVENUE,W.DES MOINES (515)277-7472

**OMEGA FOODS, INC. (NE CORP.), SCOTT M. KING**

3524 WEST BROADWAY,COUNCIL BLUFFS (712)328-3392

**PARCO, LTD. (IA CORP.), JEFFREY P. RUPPEL, TAMARA L. RYAN**

2435 SPRUCE HILLS,BETTENDORF (563)355-1002  
115 SOUTH ROOSEVELT,BURLINGTON (319)753-2283  
2915 MCCLAIN DR,CEDAR FALLS (319)277-1765  
362 33RD AVE. S.W.,CEDAR RAPIDS (319)362-3966  
2735 EDGEWOOD,CEDAR RAPIDS (319)654-0375  
1316 1ST AVE NE,CEDAR RAPIDS (319)366-6020  
1852 42ND ST. NE,CEDAR RAPIDS (319)393-1619  
190 COLLINS ROAD,CEDAR RAPIDS (319)373-4188  
825 N. SECOND ST.,CLINTON (563)242-7982  
2804 COMMERCE DRIVE,CORALVILLE (319)545-3095  
1545 W LOCUST,DAVENPORT (563)324-8307  
2955 E. 53RD STREET,DAVENPORT (563)359-7001  
1255 EAST 16TH STREET,DUBUQUE (563)584-0288  
810 WACKER DRIVE,DUBUQUE (563)556-6477  
1480 FIRST AVE.,IOWA CITY (319)337-7911  
2519 PARK AVENUE,MUSCATINE (563)264-2933  
1815 LA PORTE,WATERLOO (319)236-2290  
3301 GREYHOUND DR,WATERLOO (319)233-1628

**PEELS, INC. (IA CORP.), JAMES M. PEEL, MARIE K. MUSSCHE, THE ESTATE OF**

INGEBORG H. PEELE, WILLIAM M. PEEL  
755 W. IOWA 80 RD,WALCOTT (563)468-5365

**VER HELST ENTERPRISES, INC. (IA CORP.), ANNE M. VER HELST,**

DAVID VER HELST, MATTHEW J. VER HELST  
1017 S. FEDERAL,MASON CITY (641)423-8037

**WANZAK IOWA, INC., LYNN ZAK, MICHAEL ZAK**

1623 MAIN STREET,KEOKUK (319)524-7525

**WENZAK CENTRAL IOWA, INC., LYNN ZAK, MICHAEL ZAK**

3530 8TH ST. SW,ALTOONA (515)957-0373  
2421 SE DELAWARE AVENUE,ANKENY (515)964-2002  
604 A AVE WEST,OSKALOOSA (641)673-3973  
3815 100TH STREET,URBANDALE (515)252-7057

**WT SIOUX, LLC (UT LLC)**

528 S. DUFF AVENUE,AMES (515)232-9369  
1302 N 24TH,CLEAR LAKE (641)357-0811  
2313 5TH AVE.S.,FT.DODGE (515)576-8274  
3010 SOUTH CENTER STREET,MARSHALLTOWN (641)753-5333  
2600 INDUSTRIAL BLVD,SIOUX CITY (712)252-4816  
301 W. 15TH ST.,SIOUX CITY (712)252-2476  
3805 E. GORDON DR.,SIOUX CITY (712)255-5445

## EXHIBIT S-1 Operating Outlets By State

<b>KANSAS</b>					
<b>COTTI FOODS MIDWEST, INC.</b>				1992 DECLARATION DRIVE,INDEPENDENCE	(859)363-9363
504 N ANDOVER RD,ANDOVER	(316)733-9402			319 RICHWOOD RD,WALTON	(859)485-9363
1900 NORTH SUMMIT,ARKANSAS CITY	(620)317-0616			<b>HAZA FOODS OF NORTHEAST, LLC (DE LLC)</b>	
609 W. 7TH AVE,AUGUSTA	(316)775-3672			72 BROADWAY STREET,DRY RIDGE	(859)824-3033
1131 N. ROCK ROAD,DERBY	(316)788-1866			<b>HUGHES RESTAURANT GROUP, INC. (KY CORP.), JOHN W. HUGHES,</b>	
1928 W. 6TH AVE,EMPORIA	(620)412-2300			<b>JOSEPH C. HUGHES</b>	
700 N. MAIN ST.,HUTCHINSON	(620)662-2863			2638 SCOTTSVILLE RD.,BOWLING GREEN	(270)781-2580
440 W. 6TH ST.,JUNCTION CITY	(785)238-0235			2648 RUSSELLVILLE ROAD,BOWLING GREEN	(270)782-5446
3006 ANDERSON,MANHATTAN	(785)587-1813			543 HENNESSEY WAY,BOWLING GREEN	(270)781-1511
100 GOOD FOOD PLACE,MANHATTAN	(785)539-8683			624 US 31W BYP,BOWLING GREEN	(270)842-2511
930 E CONNOLLY CT,PARK CITY	(316)744-0450			527 N MAIN STREET,FRANKLIN	(270)586-9358
2504 SOUTH SENECA,WICHITA	(316)269-9178			104 WALL STREET,GLASGOW	(270)651-2799
8853 WEST CENTRAL,WICHITA	(316)721-5447			575 S MAIN ST,SMITHS GROVE	(270)563-0021
6404 W KELLOGG,WICHITA	(316)945-4773			<b>J.A.C.S., INC. (KY CORP.), JOHN A. COWGILL</b>	
601 N WEST ST,WICHITA	(316)945-4046			617 23RD STREET,ASHLAND	(606)325-3533
555 S. BROADWAY,WICHITA	(316)269-9199			12523 U.S. ROUTE 60,CANNONSBURG	(606)929-5855
4821 S BROADWAY ST,WICHITA	(316)522-7426			1522 SEATON AVENUE,GREENUP	(606)473-5051
3751 N RIDGE RD,WICHITA	(316)665-4409			5086 HIGHWAY 2565,LOUISA	(606)638-0043
3541 S. MERIDIAN,WICHITA	(316)943-5600			<b>J.R. LAWSON'S RESTAURANTS OF SPRINGFIELD, INC. (KY CORP.),</b>	
2120 N. WOODLAWN,WICHITA	(316)788-8390			<b>CONNIE LAWSON, DANIEL LAWSON, RANDALL LAWSON, TERRY LAWSON</b>	
2119 N MAIZE ROAD,WICHITA	(316)721-5583			1091 LINCOLN PARK RD.,SPRINGFIELD	(859)336-9955
1705 W. 21ST STREET NORTH,WICHITA	(316)831-9775			<b>KOJAK, INC. (KY CORP.), DANNY SETTLES</b>	
160 S. ROCK ROAD,WICHITA	(316)652-0441			1250 RICHMOND ROAD,MT.VERNON	(606)256-5611
3601 EAST HARRY STREET,WICHITA	(316)652-0473			<b>LAWSON'S RESTAURANT, INC. (KY CORP.), CONNIE LAWSON, DANIEL LAWSON,</b>	
1617 MAIN STREET,WINFIELD	(620)221-7060			<b>RANDALL LAWSON</b>	
<b>GREGORY B. WARD</b>				612 EAST BROADWAY,CAMPBELLSVILLE	(270)789-6525
2610 N BROADWAY ST,PITTSBURG	(620)231-2129			804 WEST MAIN STREET,LEBANON	(270)692-0470
<b>LEGACY RESTAURANT GROUP, LLC (DE LLC))</b>				256 STEVE DR,RUSSELL SPRINGS	(270)866-8440
1503 CHURCH ST,EUDORA	(785)588-4254			<b>LAWSON'S RESTAURANT, INC. (KY CORP.), CONNIE LAWSON, DANIEL LAWSON,</b>	
2000 S. MAIN,FT.SCOTT	(620)223-5396			<b>RANDALL LAWSON, TERRY LAWSON</b>	
3647 STATE AVE.,KANSAS CITY	(913)342-8794			1002 JAMESTOWN STREET,COLUMBIA	(270)384-3800
4140 RAINBOW BLVD.,KANSAS CITY	(913)432-7352			<b>M &amp; J RESTAURANTS, INC. (KY CORP.), JOHN W. HUGHES, MICHAEL O'MALLEY</b>	
7740 TAURUMEE STREET,KANSAS CITY	(913)334-9100			104 BLACK GOLD COURT,HAZARD	(606)487-1922
7807 PARALLEL PKWY.,KANSAS CITY	(913)299-2879			64 COMMERCE DRIVE,HAZARD	(606)436-9639
523 W. 23RD ST.,LAWRENCE	(785)842-9711			31 HIGHWAY 15 S,JACKSON	(606)666-8748
601 KASOLD,LAWRENCE	(785)842-9111			1245 S. HWY 421,MANCHESTER	(606)598-5554
2906 S 4TH ST,LEAVENWORTH	(913)682-8787			510 N. MAYO TRAIL,PAINTSVILLE	(606)789-6829
10203 WOODLAND ROAD,LENEXA	(913)254-1765			238 S MAYO TRAIL,PIKEVILLE	(606)432-5060
8699 BLUE JACKET,LENEXA	(913)492-7134			3868 NORTH MAYO TRAIL,PIKEVILLE	(606)432-4484
9510 LACKMAN ROAD,LENEXA	(913)894-0985			748 N. LAKE DRIVE,PRESTONSBURG	(606)886-1492
10006 W 75TH ST,MERRIAM	(913)789-8207			29024 US HIGHWAY 119,S.WILLIAMSON	(606)237-0269
5900 ROELAND DRIVE,MISSION	(913)384-2582			303 E. MOUNTAIN PARKWAY,SALYERSVILLE	(606)349-3900
13514 SOUTH ALDEN STREET,OLATHE	(913)768-7785			37 MEDICAL PLAZA LN,WHITESBURG	(606)633-1487
1560 S HAMILTON CIRCLE,OLATHE	(913)829-7590			<b>M &amp; J RESTAURANTS, INC. (KY CORP.), JOHN W. HUGHES, MICHAEL O'MALLEY,</b>	
11970 S. STRANG LINE ROAD,OLATHE	(913)768-6388			<b>RYAN P. O'MALLEY, SHAWN F. O'MALLEY</b>	
2310 S CEDAR ST,OTTAWA	(785)242-3410			101 PRINCE ROYAL,BEREA	(859)986-2231
11001 ROE BLVD.,OVERLAND PARK	(913)491-6653			2296 THUNDERSTICK DRIVE,LEXINGTON	(859)299-1432
8220 WEST 135TH STREET,OVERLAND PARK	(913)239-9415			5365 ATHENS BOONESBORO ROAD,LEXINGTON	(859)263-0315
9161 METCALF AVENUE,OVERLAND PARK	(913)383-2656			2575 NICHOLASVILLE ROAD,LEXINGTON	(859)277-4311
1940 S. OHIO ST,SALINA	(785)827-7255			1760 SHARKEY WAY,LEXINGTON	(859)280-2300
3019 RIFFEL DRIVE,SALINA	(785)827-7322			1499 BOARDWALK,LEXINGTON	(859)253-0403
22510 MIDLAND DRIVE,SHAWNEE	(913)422-1677			1100 S BROADWAY,LEXINGTON	(859)251-6752
7175 RENNOR ROAD,SHAWNEE	(913)631-1804			1907 PLAUDIT,LEXINGTON	(859)263-2414
11450 WEST 63RD STREET,SHAWNEE MISSION	(913)631-5333			3010 RICHMOND,LEXINGTON	(859)269-9140
1251 SW GAGE BLVD.,TOPEKA	(785)272-5430			101 WING TIP WAY,MT.STERLING	(859)498-9545
1820 S.W. WANAMAKER ROAD,TOPEKA	(785)271-9097			4648 LEXINGTON RD,NICHOLASVILLE	(859)469-6841
2025 N. TOPEKA BLVD.,TOPEKA	(785)233-3220			946 NORTH MAIN STREET,NICHOLASVILLE	(859)887-1509
3250 SW TOPEKA BLVD,TOPEKA	(785)267-3288			113 NORTH KEENELAND DRIVE,RICHMOND	(859)623-6958
728 S. TOPEKA BLVD,TOPEKA	(785)232-8118			411 LEIGHWAY DRIVE,RICHMOND	(859)623-6985
<b>TA OPERATING LLC</b>				105 HOSPITAL WAY,WINCHESTER	(859)744-7711
2775 HIGHWAY 75,LEBO	(620)256-6671			<b>M &amp; J RESTAURANTS, INC. (KY CORP.), MICHAEL O'MALLEY, RYAN P. O'MALLEY,</b>	
<b>WENDY'S OF MISSOURI, INC. (MO CORP.), MICHAEL K. HAMRA</b>				<b>SHAWN F. O'MALLEY</b>	
10548 PARALLEL,KANSAS CITY	(913)334-4957			1792 ALEXANDRIA DR.,LEXINGTON	(859)276-4214
<b>WENPLAINS LLC (KS LLC), PETER B. NISBET</b>				<b>MONTICELLO DEVELOPMENT COMPANY, INC. (KY CORP.), DARRELL</b>	
604 CRAWFORD ST.,CLAY CENTER	(785)632-5420			2098 N. MAIN ST,MONTICELLO	(606)348-4522
2614 CENTRAL AVE.,DODGE CITY	(620)225-6080			<b>PATTMAN, LLC</b>	
1403 E. KANSAS AVE.,GARDEN CITY	(620)275-7178			1364 S US HIGHWAY 25E,BARBOURVILLE	(606)546-3985
3519 W. 10TH ST.,GREAT BEND	(620)793-5868			312 WEST 5TH STREET,BENTON	(270)527-2137
1800 VINE STREET,HAYS	(785)625-6925			808 MAMMOTH CAVE ST,CAVE CITY	(270)773-3411
4235 N. VINE STREET,HAYS	(785)621-4318			720 E CUMBERLAND GAP PKWY,CORBIN	(606)528-2536
812 EAST D ST.,HILLSBORO	(620)947-0208			1920 CUMBERLAND FALLS HWY,CORBIN	(606)258-0587
802 EAST PANCAKE ST.,LIBERAL	(620)624-9471			1504 HUSTONVILLE ROAD,DANVILLE	(859)236-2522
610 NORTH MAIN STREET,MCPHERSON	(620)241-0070			1038 EXECUTIVE DRIVE,ELIZABETHTOWN	(270)769-5008
110 WEST 12TH,NEWTON	(316)283-8105			806 NORTH DIXIE HIGHWAY,ELIZABETHTOWN	(270)765-7307
1502 S. MAIN STREET,SCOTT CITY	(620)872-7288			1266 US HIGHWAY 127 S,FRANKFORT	(502)223-5767
<b>KENTUCKY</b>				184 VERSAILLES RD.,FRANKFORT	(502)695-5133
<b>DANNY SETTLES, GAYLEN SETTLES</b>				101 NOLAN AVE,FULTON	(270)472-0904
1164 RICHMOND RD,IRVINE	(606)723-9800			2002 PARIS PIKE,GEORGETOWN	(502)863-6656
<b>DETERS COMPANY, INC. (KY CORP.), CHARLES H. DETERS, ERIC C. DETERS</b>				3273 S US HWY 421,HARLAN	(606)573-9790
1739 PATRICK DR,BURLINGTON	(859)371-0136			1094 NORTH COLLEGE STREET,HARRODSBURG	(859)733-9222
3177 US HIGHWAY 227,CARROLLTON	(502)662-0266			1107 W. 7TH STREET,HOPKINSVILLE	(270)707-7490
392 VIOLET ROAD,CRITTENDEN	(859)428-9363			2937 FORT CAMPBELL BLVD,HOPKINSVILLE	(270)886-0084
493 ORPHANAGE RD,FT.WRIGHT	(859)344-9363			1220 ANDERSON CROSSING DR,LAWRENCEBURG	(502)859-0228
				192 S. LAUREL,LONDON	(606)864-0429
				21 DOGPATCH TRADING CENTER,LONDON	(606)878-9686



## EXHIBIT S-1 Operating Outlets by State

2026 RUTH STREET,SULPHUR	(337)405-7635	SUPERIOR RESTAURANT GROUP OF NORTHERN VIRGINIA, INC. (VA CORP),	
304 S. CITIES SERVICE HIGHWAY,SULPHUR	(337)405-7644	ROBERT C. CAMMARANO, TODD B. BIALOW	
28220 WALKER SOUTH RD.,WALKER	(225)243-9628	325 S. CENTRE STREET,CUMBERLAND	(301)759-3414
5754 MAIN STREET,ZACHARY	(225)286-2849	1224 NATIONAL HIGHWAY,LAVALA	(301)729-6180
HAZA FOODS OF LOUISIANA, LLC, HAZA FOODS, LLC, MOHAMMED ALI DHANANI		WEND BALTIMORE NORTH LLC (DE LLC)	
24550 HWY 1,PLAQUEMINE	(225)309-9876	987 BEARDS HILL ROAD,ABERDEEN	(443)327-6706
NOLA BURGER LLC (LA LLC), PAUL ALBERT BIENVENU		2910 EMMORTON ROAD,ABINGDON	(410)569-5500
7305 HIGHWAY 182 EAST,MORGAN CITY	(985)384-3382	901 MCCULLOH STREET,BALTIMORE	(410)383-2754
1135 AUDUBON DRIVE,THIBODAUX	(985)449-4020	6600 BALTIMORE NATL PIKE,BALTIMORE	(410)747-4489
810 NORTH CANAL BLVD,THIBODAUX	(985)446-3789	6411 EASTERN AVENUE,BALTIMORE	(410)631-6076
PILOT TRAVEL CENTERS LLC (DE LIMITED LIABILITY COMPANY)		5615-21 YORK ROAD,BALTIMORE	(410)532-9578
103 GRIMSHAW STREET,RAYVILLE	(318)728-9592	4200 PATTERSON AVENUE,BALTIMORE	(410)318-8518
WEN-ALEX, INC. (AL CORP.), JOHN MICHAEL KOSIN, KENNETH W. MAYES, JR.		1320 MERRITT BLVD.,BALTIMORE	(410)282-8746
3500 NORTH BOULEVARD,ALEXANDRIA	(318)448-0790	2045 HARFORD ROAD,BALTIMORE	(410)889-2486
4015 JACKSON STREET,ALEXANDRIA	(318)448-8585	1604 CONOWINGO ROAD,BEL AIR	(410)420-1020
5914 COLISEUM BLVD,ALEXANDRIA	(318)704-5541	5801 CLARKSVILLE SQUARE DRIVE,CLARKSVILLE	(410)531-3637
6904 HIGHWAY 1,MANSURA	(318)253-6201	9817 YORK RD,COCKEYSVILLE	(410)667-1158
5103 UNIVERSITY PKWY,NATCHITOCHE	(318)352-4224	9150 RT 108,COLUMBIA	(443)545-5464
2983 COTTINGHAM EXPRESSWAY,PINEVILLE	(318)641-0779	6355 DOBBIN ROAD,COLUMBIA	(443)542-0750
WENDELTA, INC. (MS CORP.)		1950 PULASKI HIGHWAY,EDGEWOOD	(410)671-2082
2023 E. MADISON AVENUE,BASTROP	(318)556-3818	7311 WASHINGTON BLVD.,ELKRIDGE	(410)796-0842
2780 AIRLINE DRIVE,BOSSIER CITY	(318)746-7079	1344 EASTERN BOULEVARD,ESSEX	(410)918-1505
2115 OLD MINDEN ROAD,BOSSIER CITY	(318)742-8008	98 MONOCACY BOULEVARD,FREDERICK	(301)696-8163
4914 BARKSDALE BOULEVARD,BOSSIER CITY	(318)747-6789	1201 W PATRICK ST,FREDERICK	(301)663-9232
3900 INDUSTRIAL DRIVE,BOSSIER CITY	(318)746-7840	5000 BUCKEYSTOWN PIKE,FREDERICK	(240)680-9099
401 HOMER ROAD,MINDEN	(318)377-9006	950 DUAL HIGHWAY,HAGERSTOWN	(240)648-3002
2010 CENTER STREET,MONROE	(318)323-7485	17786 GARLAND GROTH BOULEVARD,HAGERSTOWN	(301)797-4818
1004 STERLINGTON RD,MONROE	(318)343-6108	10502 SHARPSBURG PIKE,HAGERSTOWN	(301)714-4910
7818 DESIARD STREET,MONROE	(318)342-9150	1570 WESEL BLVD,HAGERSTOWN	(301)416-8312
1013 NORTH 18TH,MONROE	(318)325-8695	4224 NORTH WOODS TRL,HAMPSTEAD	(410)374-1638
1400 NORTH TRENTON ST.,RUSTON	(318)251-2515	7057 ARUNDEL MILLS BLVD.,HANOVER	(410)799-8336
6934 W BERT KOUNS INDUSTRIAL	(318)687-2107	1060 JOPPA FARM RD,JOPPA	(410)679-7604
8586 YOUREE DRIVE,SHREVEPORT	(318)798-6343	1589 WEST NURSERY RD.,LINTHICUM	(410)850-0694
6710 PINES ROAD,SHREVEPORT	(318)688-8727	2522 WEST PULASKI HIGHWAY,NORTH EAST	(443)674-8594
6412 LINE AVENUE,SHREVEPORT	(318)865-2913	8700 BELAIR RD,NOTTINGHAM	(410)529-1609
5796 NORTH MARKET ST,SHREVEPORT	(318)505-3692	9243 LAKESIDE BOULEVARD,OWINGS MILLS	(410)356-3561
450 KINGS HWY,SHREVEPORT	(318)459-2215	3001 EAST JOPPA ROAD,PARKVILLE	(410)882-4944
3820 HEARNE AVENUE,SHREVEPORT	(318)635-1183	11818 REISTERTOWN RD.,REISTERSTOWN	(410)526-3800
2534 BERT KOUHNS IND LOOP,SHREVEPORT	(318)688-6808	395 NORTH CENTER STREET,WESTMINSTER	(410)876-0881
1529 NORTH MARKET ST.,SHREVEPORT	(318)681-0971	2351 ROLLING ROAD,WINDSOR MILL	(443)436-5737
113 E BERT KOUNS INDUSTRIAL LP,SHREVEPORT	(318)688-4133	WEND BALTIMORE SOUTH LLC (DE LLC)	
1287 SHREVEPORT-BARKSDALE	(318)219-2127	10634 BALTIMORE BOULEVARD,BELTSVILLE	(301)937-3533
132 HWY 65 SOUTH,TALLULAH	(318)574-8684	8715 CENTRAL AVENUE,CAPITAL HTS.	(301)499-2986
109 THOMAS RD.,W.MONROE	(318)322-8883	8211 LANDOVER RD.,HYATTSVILLE	(301)322-1920
300 WELL RD,W.MONROE	(318)322-9200	6410 SARGENT ROAD,HYATTSVILLE	(301)559-4322
3324 FRONT ST,WINNSBORO	(318)435-8858	8308 ANNAPOLIS RD.,NEW CARROLLTON	(301)731-7625
WEN-STAR OF LOUISIANA, INC. (LA CORP.)		6823 NEW HAMPSHIRE AVE.,TAKOMA PARK	(301)270-3434
3144 AMBASSADOR CAFFREY,LAFAYETTE	(337)216-9874	WEND CENTRAL MARYLAND LLC (DE LLC)	
3510 WEST PINHOOK ROAD,LAFAYETTE	(337)837-3707	7099 BERRY ROAD,ACCOKEEK	(301)283-5240
4408 AMBASSADOR CAFFERY PKWY,LAFAYETTE	(337)981-6919	1454 WHITEHALL RD.,ANNAPOLIS	(410)757-6959
2715 HIGHWAY 14,NEW IBERIA	(337)560-1117	153 DEFENSE HWY,ANNAPOLIS	(410)571-0122
943 S LEWIS ST,NEW IBERIA	(337)364-0664	1949 WEST ST.,ANNAPOLIS	(410)841-6788
1309 CRESWELL LN,OPELOUSAS	(337)942-2119	3620 WASHINGTON BLVD,BALTIMORE	(410)247-7886
208 AMBASSADOR CAFFERY PKWY,SCOTT	(337)235-3288	11741 BELTSVILLE DR,BELTSVILLE	(301)572-6989
		16400 HARBOUR WAY,BOWIE	(301)352-7218
		45460 MIRAMAR WAY,CALIFORNIA	(301)862-3190
		709 CAMBRIDGE MARKETPLACE BLVD.,CAMBRIDGE	(443)439-0099
		30273 TRIANGLE DRIVE,CHARLOTTE HALL	(301)884-2965
		8907 WOODYARD RD,CLINTON	(301)868-2569
		15807 FREDERICK ROAD,DERWOOD	(301)948-7625
		5425 SILVER HILL RD,DISTRICT HTS.	(301)568-0088
		8275 OCEAN GATEWAY,EASTON	(410)820-7066
		100 E CENTRAL AVE,EDGEWATER	(410)956-4868
		3440 DONNELL DRIVE,FORESTVILLE	(301)420-2714
		11815 LIVINGSTON ROAD,FT.WASHINGTON	(301)292-2073
		18350 CONTOUR RD,GAITHERSBURG	(301)947-6516
		18425 WOODFIELD ROAD,GAITHERSBURG	(301)963-4382
		12114 DARNESTOWN RD,GAITHERSBURG	(301)926-4703
		1064 MD ROUTE 3 N,GAMBRILLS	(410)721-4165
		12988 MIDDLEBROOK ROAD,GERMANTOWN	(240)912-4068
		6910 RITCHIE HIGHWAY,GLEN BURNIE	(410)760-9439
		7905 RITCHIE HIGHWAY,GLEN BURNIE	(410)787-7066
		7513 GREENBELT RD.,GREENBELT	(301)474-7131
		6242 GREENBELT ROAD,GREENBELT	(301)474-3539
		8 WATKINS PARK DR,KETTERING	(301)249-3928
		6293 CRAIN HWY,LA PLATA	(301)932-6385
		9401 ANNAPOLIS ROAD,LANHAM	(301)731-5681
		14050 BALTIMORE BLVD,LAUREL	(301)725-4931
		8850 GORMAN ROAD,LAUREL	(301)362-1528
		40804 MERCHANT LANE,LEONARDTOWN	(301)997-0753
		21589 GREAT MILLS RD,LEXINGTON PARK	(301)862-4555
		8203 VETERANS HWY,MILLERSVILLE	(410)987-6507
		6122 OXON HILL ROAD,OXON HILL	(301)567-3575
		8098 EDWIN RAYNOR BLVD.,PASADENA	(410)439-0348
		170 SOLOMONS ISLAND RD N,PRINCE FREDERICK	(410)535-9609
		5001 NICHOLSON ROAD,ROCKVILLE	(301)230-1348
<b>MAINE</b>			
LEGACY CP MAINE, LLC (ME LLC), ANEIL LALA, NEAL WADWA			
133 CENTER ST,AUBURN	(207)782-4572		
51 WESTERN AVE,AUGUSTA	(207)622-5328		
264 CIVIC CENTER DR,AUGUSTA	(207)623-9129		
1049 UNION ST.,BANGOR	(207)947-7101		
56 MALL BLVD,BANGOR	(207)942-1340		
187 HIGH STREET,ELLSWORTH	(207)667-0928		
4 STILLWATER AVE.,ORONO	(207)827-1637		
240 MAIN MALL ROAD,S.PORTLAND	(207)772-7656		
15 TOPSHAM FAIR MALL ROAD,TOPSHAM	(207)725-0974		
329 MAIN STREET,WATERVILLE	(207)872-5021		
WENDCO OF EPSOM, INC. (NH CORP.), LAWRENCE M. WILEY			
1340 MAIN ST,SANFORD	(207)490-5975		
WENDCO OF MAINE, LLC (NH LIMITED LIABILITY COMPANY), LAWRENCE M. WILEY			
515 ALFRED ROAD,BIDDEFORD	(207)283-3426		
617 WARREN AVE.,PORTLAND	(207)253-5015		
528 MAIN STREET,SACO	(207)282-9921		
205 US ROUTE 1,SCARBOROUGH	(207)883-2915		
831 ROOSEVELT TRAIL,WINDHAM	(207)892-0270		
<b>MARYLAND</b>			
AREAS USA MDTP, LLC			
4805 JOHN F KENNEDY MEMORIAL	(443)674-1842		
31 HEATHER LN,NORTH EAST	(443)674-1862		
GOLDEN EAGLE FOODS, INC. (PA CORP.), MICHAEL S. JONES			
18289 SHOWALTER RD,HAGERSTOWN	(301)790-0659		





## EXHIBIT S-1 Operating Outlets By State

### DOUGLAS CORPORATION OF MICHIGAN (MI CORP.), GEORGE DOUGLAS

WELLINGS, STACY WELLINGS  
 1495 WRIGHT AVE.,ALMA (989)463-8411  
 1036 W. CHISHOLM STREET,ALPENA (989)356-6668  
 130 BROWN ROAD,AUBURN HILLS (248)393-7795  
 787 N VAN DYKE RD,BAD AXE (989)269-6984  
 821 NORTH EUCLID AVE.,BAY CITY (989)686-6132  
 2181 RAWSONVILLE ROAD,BELLEVILLE (734)484-4411  
 12150 MARKET PLACE DR,BIRCH RUN (989)624-1022  
 6324 DIXIE HIGHWAY,BRIDGEPORT (989)777-8110  
 1230 E. BRISTOL ROAD,BURTON (810)760-0034  
 1138 N. BELSAY RD.,BURTON (810)715-3810  
 46110 MICHIGAN AVENUE,CANTON (734)398-1405  
 847 S. STATE ST.,CARO (989)673-0600  
 5546 SASHABAW ROAD,CLARKSTON (248)620-0313  
 7149 DIXIE HWY,CLARKSTON (248)620-2388  
 4280 W. VIENNA ROAD,CLIO (810)686-5500  
 102 W. FLINT STREET,DAVISON (810)658-7324  
 3560 GREENFIELD,DEARBORN (313)240-5295  
 5714 SOUTH TELEGRAPH ROAD,DEARBORN HTS. (313)292-5727  
 18430 FORD RD.,DETROIT (313)593-4449  
 4749 CONNER STREET,DETROIT (313)822-3519  
 6601 E. JEFFERSON AVE.,DETROIT (313)259-0109  
 7850 GRATIOT,DETROIT (313)921-1772  
 9768 GRAND RIVER AVE,DETROIT (313)931-5958  
 14001 LIVERNOIS,DETROIT (313)935-6271  
 8581 LANSING ROAD,DURAND (989)288-5188  
 2640 CENTER AVE.,ESSEXVILLE (989)893-2228  
 4314 CORUNNA ROAD,FLINT (810)732-4818  
 1090 WEST HILL ROAD,FLINT (810)235-0522  
 6501 PIERSON ROAD,FLUSHING (810)659-5812  
 123 INKSTER RD,GARDEN CITY (734)427-4020  
 11333 SAGINAW STREET,GRAND BLANC (810)695-0485  
 4045 GRANGE HALL RD,HOLLY (248)634-4587  
 2770 WADHAMS ROAD,KIMBALL (810)982-2647  
 388 S. BROADWAY,LAKE ORION (248)814-0893  
 436 S. MAIN ST.,LAPEER (810)664-1641  
 1970 SOUTHFIELD RD.,LINCOLN PARK (313)406-4137  
 1055 FORT STREET,LINCOLN PARK (313)383-3670  
 19005 MIDDLEBELT RD,LIVONIA (248)474-6298  
 27526 GRAND RIVER,LIVONIA (248)478-4651  
 31150 FIVE MILE ROAD,LIVONIA (734)522-9283  
 1612 SOUTH SAGINAW,MIDLAND (989)835-2880  
 1619 S MISSION,MT.PLEASANT (989)773-2524  
 1006 PICKARD,MT.PLEASANT (989)775-3175  
 596 E. WALTON BLVD.,PONTIAC (248)977-5037  
 1700 HANCOCK ST,PORT HURON (810)982-0688  
 2323 OAK STREET,PORT HURON (810)985-5255  
 9859 MIDDLEBELT ROAD,ROMULUS (734)946-1150  
 4305 BAY ROAD,SAGINAW (989)792-3252  
 4525 STATE ST,SAGINAW (989)799-2420  
 7945 GRATIOT RD.,SAGINAW (989)781-1183  
 24999 NORTHWESTERN HWY,SOUTHFIELD (248)304-1937  
 4220 ELMS,SWARTZ CREEK (810)630-1245  
 2190 ORCHARD LAKE ROAD,SYLVAN LAKE (248)681-6408  
 21909 ECORSE ROAD,TAYLOR (313)299-1330  
 23500 EUREKA RD.,TAYLOR (734)287-6216  
 10443 TELEGRAPH RD,TAYLOR (313)291-8024  
 24845 RYAN ROAD,WARREN (586)427-5360  
 3170 ELIZABETH LAKE,WATERFORD (248)681-6914  
 5660 HIGHLAND ROAD,WATERFORD (248)673-1111  
 32967 MICHIGAN AVENUE,WAYNE (734)326-5366  
 29317 JOY ROAD,WESTLAND (734)762-3397  
 439 S. WAYNE RD.,WESTLAND (734)728-5770  
 22052 ALLEN ROAD,WOODHAVEN (734)692-8048  
 3460 BIDDLE AVE.,WYANDOTTE (734)281-6842

HOLLAND-BUERK ENTERPRISES, INC. (OH CORP.), RICHARD W. HOLLAND  
 549 TECUMSEH,DUNDEE (734)529-3867  
 3367 STERNS ROAD,LAMBERTVILLE (734)854-2626  
 1125 N. DIXIE HIGHWAY,MONROE (734)242-5610  
 1712 N. TELEGRAPH,MONROE (734)243-3659  
 876 S. MONROE ST.,MONROE (734)242-2510  
 601 S CENTERVILLE,STURGIS (269)651-6657

IMPACT VENTURES CORP.  
 40320 W 14 MILE RD,COMMERCE TWP (248)668-1763  
 822 CHARLEVOIX AVENUE,PETOSKEY (231)348-5118  
 4201 I-75 BUSINESS SPUR,SAULT STE MARIE (906)635-1941  
 1445 S. DIVISION STREET,TRAVERSE CITY (231)941-8182  
 29480 WIXOM ROAD,WIXOM (248)347-1089

JOHN S. PELLERITO  
 428 W. MAIN STREET,OWOSSO (989)725-6504

LAKE BLUFF HOLDINGS INC. (MI CORP.), MICHAEL DUTKAVICH, SHANNON  
 DUTKAVICH  
 800 S STEPHENSON AVE,IRON MOUNTAIN (906)779-0921

MAHALO MANAGEMENT LLC, RICHARD J. SEFTON  
 28481 TELEGRAPH ROAD,SOUTHFIELD (248)352-4474

### PILOT TRAVEL CENTERS LLC (DE LIMITED LIABILITY COMPANY)

1860 EAST NAPIER AVENUE,BENTON HARBOR (269)925-6447  
 3475 EAST WASHINGTON,SAGINAW (989)752-6860

SSM HOLDING COMPANY (MI CORP.), MICHAEL DUTKAVICH,  
 SHANNON DUTKAVICH  
 112 N. LINCOLN RD,ESCANABA (906)789-5681

TAYVEN FOOD, CORP. (MI CORP.), STEVEN TAYLOR  
 12550 GRATIOT AVE,DETROIT (313)372-6505  
 14401 W. 7 MILE,DETROIT (313)864-3577  
 17420 GRAND RIVER,DETROIT (313)835-5976  
 22222 GRAND RIVER AVE,DETROIT (313)541-0149  
 6333 W. 8 MILE RD.,DETROIT (313)345-2141  
 22555 WOODWARD AVE,FERNDALE (248)546-0261  
 330 W. NINE MILE RD,HAZEL PARK (248)541-0048  
 13525 WOODWARD AVE.,HIGHLAND PARK (313)865-8440  
 32500 JOHN R. ROAD,MADISON HTS. (248)585-2767  
 25345 HOOVER ROAD,WARREN (586)758-7342  
 5833 EAST EIGHT MILE RD,WARREN (586)755-1940

TAYVEN, INC. (MI CORP.), STEVEN TAYLOR  
 8515 N.TELEGRAPH ROAD,DEARBORN HTS. (313)278-6545  
 22333 TELEGRAPH RD,SOUTHFIELD (248)353-2229

TSFR BURGER LLC (MI LLC)  
 4412 MAUMEE STREET,ADRIAN (517)266-8827  
 644 S. MAIN STREET,ADRIAN (517)263-4105  
 3100 BOARDWALK,ANN ARBOR (734)996-0547  
 73 SOUTH ZEEB ROAD,ANN ARBOR (734)665-6702  
 11000 BELLEVILLE RD,BELLEVILLE (734)697-2126  
 8545 W. GRAND RIVER,BRIGHTON (810)229-7333  
 9370 LEE ROAD,BRIGHTON (810)229-6148  
 40450 MICHIGAN AVENUE,CANTON (734)326-2017  
 41465 FORD RD,CANTON (734)981-0183  
 45145 FORD ROAD,CANTON (734)844-3117  
 310 LANSING RD.,CHARLOTTE (517)543-7438  
 1640 COMMERCE PARK ROAD,CHELSEA (734)433-1436  
 10332 S. CLARE AVENUE,CLARE (989)386-3311  
 525 E CHICAGO ST.,COLDWATER (517)278-6651  
 3990 JOHN R STREET,DETROIT (313)832-7676  
 9805 DAVIS HIGHWAY,DIMONDALE (517)322-0249  
 900 S GRAND AVE.,FOWLerville (517)223-0619  
 811 MAIN ST.,GAYLORD (989)732-7359  
 980 E.SAGINAW HWY,GRAND LEDGE (517)627-4963  
 2141 S. GRAYLING,GRAYLING (989)348-2367  
 1010 N. LAFAYETTE ST,GREENVILLE (616)754-5291  
 1967 BLAINE ROAD,HARTLAND (810)632-3054  
 613 W. STATE ST.,HASTINGS (269)948-8728  
 419 W CARLETON,HILLSDALE (517)437-2700  
 1022 PINCKNEY ROAD,HOWELL (517)545-5677  
 2620 STATE ST. SOUTH,IONIA (616)527-2611  
 6119 ANN ARBOR ROAD,JACKSON (517)748-9520  
 913 NORTH WISNER,JACKSON (517)784-4000  
 3306 E. MICHIGAN AVENUE,JACKSON (517)784-1630  
 2631 AIRPORT RD,JACKSON (517)782-5078  
 1300 WEST AVE.,JACKSON (517)788-9675  
 3920 WEST SAGINAW,LANSING (517)321-5270  
 413 S CEDAR ST.,LANSING (517)484-5776  
 529 NORTH CLIPPERT,LANSING (517)333-5294  
 6620 S. CEDAR,LANSING (517)394-1341  
 2727 EATON RAPIDS ROAD,LANSING (517)394-7851  
 34450 PLYMOUTH RD,LIVONIA (734)422-7052  
 15690 WEST MICHIGAN,MARSHALL (269)781-6525  
 439 N. CEDAR STREET,MASON (517)676-2987  
 17899 HAGGERTY,NORTHVILLE (248)380-6297  
 26245 NOVI ROAD,NOVI (248)344-7845  
 4850 MARSH RD.,OKEMOS (517)349-1189  
 1230 E M36,PINCKNEY (734)878-3197  
 15055 SHELDON RD,PLYMOUTH (734)207-6277  
 655 W. ANN ARBOR RD,PLYMOUTH (734)455-1616  
 440 S. LAFAYETTE,S.LYON (248)446-0236  
 760 EAST MICHIGAN,SALINE (734)944-0044  
 12793 N US HIGHWAY 131,SCHOOLCRAFT (269)679-3922  
 18902 NORTHLINE ROAD,SOUTHGATE (734)374-5534  
 1400 S US 27,ST.JOHNS (989)224-4969  
 1301 W CHICAGO BLVD,TECUMSEH (517)423-5644  
 233 N US HIGHWAY 131,THREE RIVERS (269)278-7105  
 2991 COOK ROAD,W.BRANCH (989)345-5781  
 2735 WASHINGTON AVE.,YPSILANTI (734)434-9533  
 4020 CARPENTER RD.,YPSILANTI (734)971-5644  
 750 S. HEWITT ROAD,YPSILANTI (734)480-2588

WENCO INDIANA, LLC (DE limited liability company), STEVEN C. DONELSON,  
 ZANE GROSS, JR.  
 1986 M 139,BENTON HARBOR (269)926-2510  
 1411 S. 11TH ST.,NILES (269)683-2749  
 2800 NILES AVE,ST.JOSEPH (269)982-0217

## EXHIBIT S-1 Operating Outlets By State

### WM LIMITED PARTNERSHIP-1998 (MI LIMITED PARTNERSHIP)

1509 LINCOLN ROAD,ALLEGAN (269)686-1154  
 1428 CAPITAL AVENUE N.E.,BATTLE CREEK (269)288-0155  
 929 W. COLUMBIA AVE.,BATTLE CREEK (269)964-4912  
 614 SOUTH STATE ST,BIG RAPIDS (231)796-4629  
 1570 N MITCHELL,CADILLAC (231)775-5204  
 8258 BROADMOOR AVENUE SE,CALEDONIA (616)891-2823  
 14099 WHITE CREEK AVENUE, CEDAR SPRINGS (616)696-4757  
 5960 ALPINE AVE NW, COMSTOCK PARK (616)647-2182  
 19100 KELLY ROAD, DETROIT (313)372-1152  
 17010 HARPER AVE, DETROIT (313)343-9165  
 18001 NINE MILE ROAD EAST, EASTPOINTE (586)779-0132  
 445 N BEACON BLVD, GRAND HAVEN (616)604-2059  
 3921 28TH ST. S.E., GRAND RAPIDS (616)942-7131  
 3301 PLAINFIELD N.E., GRAND RAPIDS (616)361-1411  
 5070 NORTHLAND DRIVE NE, GRAND RAPIDS (616)988-5061  
 480 68TH STREET, GRAND RAPIDS (616)281-3033  
 1061 MICHIGAN ST. N.E., GRAND RAPIDS (616)454-0186  
 2333 28TH S.E., GRAND RAPIDS (616)243-1089  
 1975 E. BELT LINE AVE., GRAND RAPIDS (616)361-7251  
 4694 WEST RIVER ROAD, GRAND RAPIDS (616)785-3990  
 4435 CANAL AVE, GRANDVILLE (616)530-2499  
 18800 MACK AVENUE, GROSSE POINTE FARMS (313)640-1399  
 20979 HARPER AVENUE, HARPER WOODS (313)885-1610  
 1162 WASHINGTON AVE, HOLLAND (616)928-1258  
 816 E. 16TH STREET, HOLLAND (616)394-3048  
 250 N. RIVER AVENUE, HOLLAND (616)928-0071  
 3176 WESTSHORE DRIVE, HOLLAND (616)796-0209  
 4037 32ND AVE, HUDSONVILLE (616)379-3029  
 9556 US 31 SOUTH, INTERLOCHEN (231)774-2510  
 2215 PORT SHELTON STREET, JENISON (616)662-3394  
 5796 GULL ROAD, KALAMAZOO (269)382-4051  
 5455 WEST MAIN ST., KALAMAZOO (269)381-1280  
 5128 SOUTH 9TH STREET, KALAMAZOO (269)353-3058  
 3805 SPRINKLE ROAD, KALAMAZOO (269)373-4675  
 5830 WESTNEDGE AVE. SOUTH, KALAMAZOO (269)345-4794  
 4343 PATTERSON AVE S.E., KENTWOOD (616)940-2272  
 6628 KALAMAZOO AVENUE S.E., KENTWOOD (616)698-0833  
 5189 W. U.S. 10, LUDINGTON (231)843-1413  
 1492 US 31, MANISTEE (231)723-2363  
 1786 E. APPLE AVE, MUSKEGON (231)220-9068  
 1865 E. SHERMAN BLVD., MUSKEGON (231)830-9995  
 1756 N. GETTY ROAD, MUSKEGON (231)744-9380  
 250 WEST PINE LAKE DRIVE, NEWAYGO (231)652-3391  
 801 WEST NORTON AVE, NORTON SHORES (231)220-9060  
 828 S KALAMAZOO, PAW PAW (269)657-4964  
 1185 M 89, PLAINWELL (269)685-1472  
 4301 W. CENTRE AVENUE, PORTAGE (269)492-0502  
 1695 EAST GRAND RIVER AVENUE, PORTLAND (517)647-4273  
 72401 COUNTY ROAD 388, S.HAVEN (269)639-1902  
 1686 S GARFIELD AVE, TRAVERSE CITY (231)642-4476  
 2315 ALPINE AVE NW, WALKER (616)363-0400  
 3922 LAKE MICHIGAN DRIVE NW, WALKER (616)735-0781  
 1600 28TH STREET SW, WYOMING (616)249-3133  
 165 54TH ST SW, WYOMING (616)202-1127  
 2351 GEZON PARKWAY SW, WYOMING (616)261-3442

### MINNESOTA

AREAS AERO MSP JV, LLC (MN)  
 3191 CONCOURSE F, ST. PAUL (612)564-1223  
 HAZA FOODS OF MINNESOTA LLC  
 480 BUNKER LAKE BLVD. NW, ANOKA (763)390-9244  
 15100 CEDAR AVENUE, APPLE VALLEY (952)314-4152  
 1440 109TH AVE. N.E., BLAINE (763)324-8268  
 4460 PHEASANT RIDGE DRIVE, BLAINE (763)324-8271  
 9624 LYNDALE, BLOOMINGTON (952)939-4081  
 2001 AMERICAN BLVD. W., BLOOMINGTON (952)222-9564  
 510 W. WASHINGTON, BRAINERD (218)203-2817  
 5545 XERKES AVENUE N, BROOKLYN CENTER (763)324-8283  
 7445 71ST AVE. N., BROOKLYN PARK (763)324-8313  
 2101 W. COUNTY ROAD 42, BURNSVILLE (952)934-2008  
 150 BALSAM ST. NORTH, CAMBRIDGE (763)301-8193  
 7820 MARKET BLVD, CHANHASSEN (952)890-2036  
 5050 CENTRAL AVENUE NE, COLUMBIA HTS. (763)324-8286  
 12999 ROUND LAKE BLVD., COON RAPIDS (763)233-3570  
 8639 E. POINT DOUGLAS ROAD, COTTAGE GROVE (763)324-8254  
 1720 MILLER TRUNK HWY, DULUTH (218)216-1085  
 3655 PILOT KNOB RD, EAGAN (651)478-6473  
 4615 NICHOLS ROAD, EAGAN (651)478-6338  
 8395 FLYING CLOUD DRIVE, EDEN PRAIRIE (952)222-5638  
 3301 HAZELTON RD, EDINA (952)222-5281  
 22790 EVERTON AVENUE NORTH, FOREST LAKE (320)335-2767  
 303 11TH AVENUE SOUTH, HOPKINS (952)996-0743  
 17610 KENDRICK AVENUE, LAKEVILLE (952)925-3440  
 13645 83RD WAY N, MAPLE GROVE (763)208-7716

1975 EAST COUNTY ROAD D, MAPLEWOOD (612)255-3331  
 8780 UNIVERSITY AVE NW, MINNEAPOLIS (612)254-8832  
 1251 INDUSTRIAL BOULEVARD, MINNEAPOLIS (612)230-9917  
 2931 26TH AVE. SOUTH, MINNEAPOLIS (612)450-7728  
 325 FRANKLIN AVE EAST, MINNEAPOLIS (612)254-8428  
 421 W. BROADWAY AVE., MINNEAPOLIS (612)230-9869  
 12950 WAYZATA BLVD., MINNETONKA (952)922-7007  
 4872 COUNTY ROAD 77, NISSWA (218)656-0818  
 14560 NO 60TH STREET, OAK PARK HTS. (651)300-2659  
 14370 28TH PLACE N., PLYMOUTH (763)324-8272  
 9850 ROCKFORD ROAD, PLYMOUTH (763)324-8265  
 6500 LYNDALE AVE. S., RICHFIELD (612)249-6438  
 21601 S. DIAMOND LAKE ROAD, ROGERS (763)324-8273  
 15020 CLARET AVE., ROSEMOUNT (651)760-4757  
 1899 W. PERIMETER DR., ROSEVILLE (651)478-6460  
 7611 EGAN DRIVE, SAVAGE (952)222-4334  
 8011 OLD CARRIAGE CT., SHAKOPEE (952)406-8252  
 1051 RED FOX ROAD, SHOREVIEW (651)478-6337  
 10 HIGHWAY 10 N, ST.CLOUD (320)281-7413  
 612 W. UNIVERSITY AVE., ST.PAUL (651)702-7699  
 1770 UNIVERSITY AVE W., ST.PAUL (651)699-8526  
 1825 SUBURBAN AVENUE, ST.PAUL (651)478-6462  
 255 E. MARYLAND AVE., ST.PAUL (651)760-4724  
 395 SECOND STREET SOUTH, WAITE PARK (320)252-3479  
 8376 TAMARACK VILLAGE, WOODBURY (651)762-7507  
 PARCO, LTD. (IA CORP.), JEFFREY P. RUPPEL, TAMARA L. RYAN  
 1545 MADISON AVENUE, MANKATO (507)625-1888  
 2290 46TH STREET NW, OWATONNA (507)451-7403  
 2986 HIGHWAY 63 S, ROCHESTER (507)282-3821  
 5330 HIGHWAY 52 N, ROCHESTER (507)252-0453  
 WT SIOUX, LLC (UT LLC)  
 2751 E. MAIN STREET, ALBERT LEA (507)377-2704

### MISSISSIPPI

PERIMETER FOODS, INC. (MS CORP.), JAN COLLINS  
 607 W GOVERNMENT ST, BRANDON (601)825-2322  
 2178 HIGHWAY 18, BRANDON (601)825-1488  
 1307 EAST PEACE STREET, CANTON (601)859-4484  
 1434 HIGHWAY 22 W, CANTON (601)859-7764  
 909 HIGHWAY 16 WEST, CARTHAGE (601)298-0160  
 465 HIGHWAY 12 EAST, KOSCIUSKO (662)290-0545  
 101 COLONY CROSSING, MADISON (601)898-4502  
 1021 HWY 51, MADISON (601)853-4717  
 1640 SIMPSON HIGHWAY 49, MAGEE (601)849-2009  
 902 HWY. 49, RICHLAND (601)936-6970  
 WEN TENNESSEE, LLC (MI LIMITED LIABILITY COMPANY)  
 1502 SUNSET DRIVE, GRENADA (662)226-2883  
 718 GOODMAN RD WEST, HORN LAKE (662)349-3489  
 1904 JACKSON AVE W, OXFORD (662)234-9207  
 703 SISK AVENUE, OXFORD (662)236-4745  
 511 E MAIN STREET, SENATOBIA (662)562-9969  
 415 GOODMAN ROAD, SOUTHAVEN (662)536-0023  
 880 STATELINE ROAD, SOUTHAVEN (662)393-9448  
 WENDELTA, INC. (MS CORP.)  
 810 HIGHWAY 25 S, ABERDEEN (662)369-7437  
 900 U S HWY 278 EAST, AMORY (662)256-5951  
 651 HIGHWAY 6 EAST, BATESVILLE (662)563-3119  
 1001 HWY 90, BAY ST. LOUIS (228)463-0906  
 2640 WEST BEACH BLVD., BILOXI (228)388-1997  
 906 NORTH 2ND STREET, BOONEVILLE (662)728-8333  
 935 BROOKWAY BLVD, BROOKHAVEN (601)833-3101  
 5581 I-55 SOUTH, BYRAM (601)372-1300  
 623 S. STATE STREET, CLARKSDALE (662)624-4076  
 801 N. DAVIS AVENUE, CLEVELAND (662)846-6090  
 310 HWY 80 EAST, CLINTON (601)924-6838  
 515 HWY 98 BYPASS, COLUMBIA (601)736-9555  
 1903 HIGHWAY 45 N, COLUMBUS (662)328-2584  
 101 ALABAMA STREET, COLUMBUS (662)244-8725  
 801 HIGHWAY 72 EAST, CORINTH (662)284-0812  
 3681 SANGANI BLVD, DIBERVILLE (228)354-8042  
 105 PLAZA DRIVE EXT., FLOWOOD (601)992-8555  
 3508 LAKELAND DRIVE, FLOWOOD (601)936-9037  
 1302 HWY 35 S., FOREST (601)469-5456  
 415 INTERCHANGE DRIVE, FULTON (662)862-3393  
 2605 HIGHWAY 90, GAUTIER (228)497-6618  
 1704 HIGHWAY 82 E, GREENVILLE (662)332-1001  
 1835 HIGHWAY 1 S, GREENVILLE (662)332-3131  
 816 W PARK, GREENWOOD (662)455-3321  
 12102 HWY 49 N, GULFPORT (228)328-0158  
 22 PASS RD., GULFPORT (228)864-6122  
 9373 CANAL ROAD, GULFPORT (228)863-0151  
 9455 HIGHWAY 49, GULFPORT (228)868-1400  
 6738 HIGHWAY 49, HATTIESBURG (601)261-3993  
 6 LAKE FORGETFUL DRIVE, HATTIESBURG (601)261-3265  
 1701 HARDY STREET, HATTIESBURG (601)582-1121

## EXHIBIT S-1 Operating Outlets By State

112 WESTOVER DRIVE,HATTIESBURG	(601)264-8339	LEGACY RESTAURANT GROUP, LLC (DE LLC))	
2001 EDDY STREET,HATTIESBURG	(601)271-7705	310 NW STATE ROUTE 7,BLUE SPRINGS	(816)229-7962
155 MARKET PLACE,HAZLEHURST	(601)894-1800	11910 BLUE RIDGE,GRANDVIEW	(816)761-4248
593 E COMMERCE ST,HERNANDO	(662)429-0630	2528 S 291 HWY,INDEPENDENCE	(816)252-9923
1585 MARY VANCE LOOP,HOLLY SPRINGS	(662)551-4149	925 WEST HIGHWAY 24,INDEPENDENCE	(816)252-5330
1104 HIGHWAY 82 EAST,INDIANOLA	(662)887-3979	9022 EAST 40 HIGHWAY,INDEPENDENCE	(816)923-1966
1510 ELLIS AVENUE,JACKSON	(601)949-5529	4105 S LITTLE BLUE PKWY,INDEPENDENCE	(816)877-9940
4920 I-55 NORTH,JACKSON	(601)981-4694	4301 S. NOLAN RD.,INDEPENDENCE	(816)373-5785
235 W. NORTHSIDE DR,JACKSON	(601)981-3449	3803 EAST TRUMAN ROAD,KANSAS CITY	(816)231-7153
1240 HIGH STREET,JACKSON	(601)961-1713	9301 NORTH OAK TRAFFICWAY,KANSAS CITY	(816)420-8200
4750 HIGHWAY 18,JACKSON	(601)922-8160	7933 STATE LINE ROAD,KANSAS CITY	(816)444-0025
1955 HIGHWAY 15,LAUREL	(601)649-4934	6420 NW BARRY ROAD,KANSAS CITY	(816)746-1677
325 HIGHWAY 15 SOUTH,LOUISVILLE	(662)773-6096	6303 NE ANTIOCH RD,KANSAS CITY	(816)454-5564
1251 GLUCKSTADT RD,MADISON	(601)431-0167	6301 N. CHATHAM AVE,KANSAS CITY	(816)897-4799
108 NORTH CROSSING DRIVE,MCCOMB	(601)730-0275	5363 E. BANNISTER ROAD,KANSAS CITY	(816)763-3161
1620 DELAWARE AVENUE,MCCOMB	(601)684-6787	3118 MAIN ST.,KANSAS CITY	(816)931-0186
2705 N. HILLS STREET,MERIDIAN	(601)693-4638	13601 MADISON AVE,KANSAS CITY	(816)943-1634
642 22ND AVENUE SOUTH,MERIDIAN	(601)485-6599	1204 MEYER BLVD,KANSAS CITY	(816)361-0377
3105 8TH ST.,MERIDIAN	(601)693-5530	4931 NORTH OAK TRAFFICWAY,KANSAS CITY	(816)413-0766
6533 HWY. 63,MOSS POINT	(228)474-1645	903 W. CHIPMAN RD.,LEES SUMMIT	(816)525-3796
288 SGT. PRENTISS DRIVE,NATCHEZ	(601)897-0333	2011 W FOXWOOD DRIVE,RAYMORE	(816)322-6103
704 COULTER DRIVE,NEW ALBANY	(662)534-9948	9708 E 63RD ST.,RAYTOWN	(816)353-4112
1407 BIENVILLE BLVD.,OCEAN SPRINGS	(228)872-3942	NAM-HO DEVELOPMENT, L.L.C. (MO LIMITED LIABILITY COMPANY)	
7521 WASHINGTON STREET,OCEAN SPRINGS	(228)872-6449	1522 BOB GRIFFIN ROAD,CAMERON	(816)632-6199
7985 CRAFT - GOODMAN RD,OLIVE BRANCH	(662)893-4060	PATTMAN, LLC	
7059 HACKS CROSS ROAD,OLIVE BRANCH	(662)890-8957	35 S. KINGS HGWY.,CAPE GIRARDEAU	(573)334-0191
3421 DENNY AVENUE,PASCAGOULA	(228)769-1495	PILOT TRAVEL CENTERS LLC (DE LIMITED LIABILITY COMPANY)	
310 S. PEARSON ROAD,PEARL	(601)420-5963	1701 W ASHLEY RD,BOONVILLE	(660)882-8675
518 HIGHWAY 42,PETAL	(601)584-6737	4500 HIGHWAY 43,JOPLIN	(417)781-0164
398 WEST MAIN STREET,PHILADELPHIA	(601)656-5040	4939 WEST CHESTNUT EXPRESSWAY,SPRINGFIELD	(417)864-4149
199 MEMORIAL BLVD.,PICAYUNE	(601)798-5590	STARBOARD WITH CHEESE, LLC	
163 HWY 15 NORTH,PONTOCOT	(662)489-9265	314 HWY 61 SOUTH,HANNIBAL	(573)719-1554
826 E. COUNTY LINE ROAD,RIDGELAND	(601)978-3947	807 MARION CITY ROAD,PALMYRA	(573)719-1606
675 HIGHLAND COLONY PARKWAY,RIDGELAND	(601)473-3007	WEN TENNESSEE, LLC (MI LIMITED LIABILITY COMPANY)	
7001 OLD CANTON ROAD,RIDGELAND	(601)853-0440	1320 FIRST STREET,KENNETT	(573)888-3535
12832 US HIGHWAY 61 N.,ROBINSONVILLE	(662)363-7663	1200 N. WESTWOOD,POPLAR BLUFF	(573)778-0028
465 CHURCH ROAD W.,SOUTHAVEN	(662)996-7058	1701 E. MALONE,SIKESTON	(573)472-3341
100 HIGHWAY 12 E,STARKVILLE	(662)324-2929	WENBULL, INC. (MO CORP.), DAVID WARREN HALE, WILLIAM D. HALE	
2435 WEST MAIN STREET,TUPELO	(662)844-1171	1467 GIBSON STREET,W.PLAINS	(417)256-0613
3324 N GLOSTER STREET,TUPELO	(662)620-6492	WENDYS OF MISSOURI, INC. (MO CORP.)	
368 S GLOSTER,TUPELO	(662)842-0434	2221 N. BALTIMORE STREET,KIRKSVILLE	(660)956-4023
10 ORME DRIVE,VICKSBURG	(601)636-0630	WENDYS OF MISSOURI, INC. (MO CORP.), MICHAEL K. HAMRA	
4207 CLAY STREET,VICKSBURG	(601)631-2732	535 EAST HIGHWAY 24,MOBERLY	(660)833-4455
7114 HWY 45 ALT N.,W.POINT	(662)494-9658	WENDY'S OF MISSOURI, INC. (MO CORP.), MICHAEL K. HAMRA	
1300 AZALEA DRIVE,WAYNESBORO	(601)671-3784	2480 SPRINGFIELD AVENUE,BOLIVAR	(417)777-5541
1051 E FRONTAGE RD,WIGGINS	(601)928-2102	1124 BRANSON HILLS PARKWAY,BRANSON	(417)239-0835
232 JERRY CLOWER BLVD,YAZOO CITY	(662)746-2242	3504 W. HIGHWAY 76,BRANSON	(417)334-1941
		510 W MAIN ST,BRANSON	(417)334-1414
		1701 E OHIO AVE,CLINTON	(660)885-2100
		3110 CLARK LANE,COLUMBIA	(573)474-2080
		403 EAST NIFONG BOULEVARD,COLUMBIA	(573)442-9404
		2116 BERNADETTE DR,COLUMBIA	(573)445-7701
		1841 NORTH BLUFF STREET,FULTON	(573)592-7714
		1800 N STATE ROUTE 291,HARRISONVILLE	(816)884-3700
		2108 MISSOURI BLVD.,JEFFERSON CITY	(573)636-7273
		3536 COUNTRY CLUB DR,JEFFERSON CITY	(573)893-7033
		4201 NORTH CORRINGTON AVENUE,KANSAS CITY	(816)455-2849
		9800 NORTHWEST PRARIE VIEW ROAD,KANSAS	(816)880-9480
		860 S. JEFFERSON,LEBANON	(417)588-2992
		3 VICTORY DRIVE,LIBERTY	(816)781-9239
		1208 ARMOUR RD.,N.KANSAS CITY	(816)221-4670
		450 W. ALDERSGATE,NIXA	(417)725-8105
		3562 HIGHWAY 54,OSAGE BEACH	(573)365-4318
		1931 W. MARLER LANE,OZARK	(417)581-6824
		1400 PLATTE FALLS ROAD,PLATTE CITY	(816)858-0115
		1329 US 60 EAST,REPUBLIC	(417)732-2369
		1007 KINGS HIGHWAY,ROLLA	(573)364-5500
		1301 S. LIMIT,SEDALIA	(660)827-2220
		1272 E. BATTLEFIELD,SPRINGFIELD	(417)887-6000
		3558 S. CAMPBELL,SPRINGFIELD	(417)882-0701
		3339 W. KEARNEY,SPRINGFIELD	(417)863-2155
		3334 E. SUNSHINE,SPRINGFIELD	(417)889-9946
		225 W SUNSHINE,SPRINGFIELD	(417)866-4000
		2125 E INDEPENDENCE,SPRINGFIELD	(417)881-2550
		1312 W. KEARNEY,SPRINGFIELD	(417)866-2000
		1723 W. REPUBLIC ROAD,SPRINGFIELD	(417)877-1507
		209 ST. ROBERT BLVD,ST.ROBERT	(573)336-3233
		410 MAGUIRE,WARRENSBURG	(660)429-1500
		<b>MONTANA</b>	
		WENDAUREL, LLC (MT LLC), PETER B. NISBET	
		309 S 1ST AVE,LAUREL	(406)812-1010
		WENTANA EAST, LLC, PETER B. NISBET	
		210 S. HAYNES AVE,MILES CITY	(406)232-7231
<b>MISSOURI</b>			
<b>BB ST. LOUIS, LLC</b>			
989 JEFFCO BOULEVARD,ARNOLD	(636)287-6138		
14799 MANCHESTER RD.,BALLWIN	(636)686-7341		
11961 PAUL MAYER,BRIDGETON	(314)739-4134		
13945 MISSOURI BOTTOM ROAD,BRIDGETON	(314)252-0730		
17451 CHESTERFIELD AIRPORT	(636)536-9952		
8250 N. LINDBERGH,FLORISSANT	(314)838-9225		
2709 RIDGE POINT DR,HIGH RIDGE	(636)376-0029		
905 ROBERT RAYMOND DRIVE,LAKE ST.LOUIS	(636)561-2298		
1390 MEXICO LOOP RD E,OFALLON	(636)281-0423		
4210 HIGHWAY K,OFALLON	(636)329-8506		
9701 VETERANS MEMORIAL PARKWAY,OFALLON	(636)272-5230		
9604 MANCHESTER ROAD,ROCK HILL	(314)968-4534		
2760 MUEGGE ROAD,ST.CHARLES	(636)447-5946		
2130 HAMPTON AVENUE,ST.LOUIS	(314)781-4569		
8905 PAGE AVE,ST.LOUIS	(314)423-2685		
8009 WEST FLORISSANT AVE,ST.LOUIS	(314)383-0574		
6925 S. LINDBERGH BLVD.,ST.LOUIS	(314)892-1239		
3465 UNION BLVD,ST.LOUIS	(314)382-2759		
10710 PAGE AVE,ST.LOUIS	(314)423-9605		
3801 GRAVOIS RD.,ST.LOUIS	(314)772-6923		
1676 JUNGERMANN RD,ST.PETERS	(636)447-2078		
275 MID RIVERS MALL DR,ST.PETERS	(636)279-3071		
902 HIGHWAY 47 NORTH,WARRENTON	(636)456-0476		
1233 WEST PEARCE BLVD,WENTZVILLE	(636)327-7041		
<b>COTTI FOODS MIDWEST, INC.</b>			
2342 GRAND AVENUE,CARTHAGE	(417)358-1414		
701 MAIDEN LANE,JOPLIN	(417)782-1010		
1625 S. RANGE LINE RD.,JOPLIN	(417)625-1440		
715 S. NEOSHO BLVD.,NEOSHO	(417)451-1907		
1229 MADISON AVENUE,WEBB CITY	(417)673-1100		
<b>D6, INC. (MO CORP.)</b>			
301 S.W. FIRST STREET,OAK GROVE	(816)625-5164		
<b>FOUR CORNER HAMBURGERS, LLC (MO LIMITED LIABILITY CO)</b>			
1411 S. BELT HIGHWAY,ST.JOSEPH	(816)232-6534		
1601 N. BELT,ST.JOSEPH	(816)232-9555		



## EXHIBIT S-1 Operating Outlets By State

<b>BRIAD WENCO, L.L.C. (NJ LIMITED LIABILITY COMPANY), BRADFORD L. HONIGFELD</b>		<b>METROPOLITAN FOOD SYSTEMS OF PRINCETON, L.L.C. (NJ LLC), METROPOLITAN FOOD SYSTEMS, INC. (NJ CORP.), ROBERT C. CAMMARANO, TODD B. BIALOW</b>	
300 SOUTH BLACKHORSE PIKE,BELLMAWR	(856)931-0025	3477 BRUNSWICK PIKE,PRINCETON	(609)514-8790
147 BLOOMFIELD AVENUE,BLOOMFIELD	(973)743-9462	<b>POINT BEACH WEN LLC, CHRISTINA GIORDANO, GASPAR GIORDANO</b>	
2103 MOUNT HOLLY RD,BURLINGTON	(609)239-9472	1600 RICHMOND AVE,POINT PLEASANT	(848)241-3887
4361 US RT 130 SOUTH,BURLINGTON	(609)871-7433	<b>PRINCETON FOOD SERVICES, L.L.C. (NJ LIMITED LIABILITY COMP)</b>	
1381 BLACKWOOD CLEMENTON	(856)627-5429	251 NORTH AVE,GARWOOD	(908)228-2698
2533 US-130,CRANBURY	(609)860-2545	256 ROUTE 206,HILLSBOROUGH	(908)904-6587
1149 HURFFVILLE ROAD,DEPTFORD	(856)848-0980	1272 BOUND BROOK ROAD,MIDDLESEX	(732)764-9770
413 STATE ROUTE 10,E.HANOVER	(973)581-1716	750 OAK TREE ROAD,S.PLAINFIELD	(908)753-6150
50 INTERNATIONAL DRIVE SOUTH,FLANDERS	(973)448-9500	1701 US HIGHWAY 22,WATCHUNG	(908)322-5111
685 N. DELSEA DRIVE,GLASSBORO	(856)863-3980	<b>QSC RESTAURANTS, INC. (NJ CORP.), DIANE L. RONE, ROBERT G. RONE,</b>	
410 US-22,HILLSIDE	(908)206-0481	<b>ROBERT S. RONE</b>	
301 ROUTE 9,LANOKA HARBOR	(609)693-5042	1020 N. PEARL STREET,BRIDGETON	(856)221-3805
327 RIDGE ROAD,LYNDHURST	(201)939-9697	861 ROUTE 45,PILESGROVE	(856)769-1875
1240 NIXON DRIVE,MT.LAUREL	(856)778-7141	22 BETHEL ROAD,SOMERS POINT	(609)926-5400
1140 ROUTE 73,MT.LAUREL	(856)778-8819	122 S. DELSEA,VINELAND	(856)696-3233
1344 ROUTE 9,OLD BRIDGE	(732)553-1065	190 S. MAIN ROAD,VINELAND	(856)839-4300
2617 ROUTE 516,OLD BRIDGE	(732)679-1327	<b>RAWSON FOOD SERVICES, INC. (NJ CORP.)</b>	
2 MAIN STREET,ORANGE	(973)414-0560	977 RT 22 EAST,BRIDGEGWATER	(908)526-8136
5300 MARLTON PIKE,PENNSAUKEN	(856)665-1912	59 CENTRAL AVENUE,CLARK	(732)340-9494
7321 NORTH CRESCENT BLVD.,PENNSAUKEN	(856)488-8356	730 ROUTE 1,EDISON	(732)572-0115
853 CONVERY BOULEVARD,PERTH AMBOY	(732)442-4986	433 N BROAD ST,ELIZABETH	(908)352-9524
90 ST. GEORGES AVENUE,RAHWAY	(732)669-1850	425 RAHWAY AVE,ELIZABETH	(908)352-3882
210 WEST FIRST AVENUE,ROSELLE	(908)620-1030	9 STATE ROUTE 31,FLEMINGTON	(908)782-1440
30 ROUTE 17 SOUTH,RUTHERFORD	(201)842-0818	709 S. WOOD AVENUE,LINDEN	(908)862-8814
420 US HIGHWAY 46,S.HACKENSACK	(201)229-1619	126 COLLEGE AVENUE,NEW BRUNSWICK	(732)545-5545
764 MORRIS TURNPIKE,SHORT HILLS	(973)912-6983	1477 SOUTH AVE.,PLAINFIELD	(908)755-6558
2731 ROUTE 42,SICKLERVILLE	(856)629-9906	2657 US HIGHWAY CENTER,UNION	(908)964-9041
935 EASTON AVENUE,SOMERSET	(732)828-3360	<b>RIVER FLATS, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP. (DE CORP)</b>	
320 VILLAGE CENTER DRIVE,SWEDESBORO	(856)241-0724	31 GODWIN AVENUE,MIDLAND PARK	(201)689-1866
444 RT. 37 EAST,TOMS RIVER	(732)929-9251	<b>ROBERT S. RONE, DIANE L. RONE, ROBERT G. RONE</b>	
51 BANANIER DRIVE,TOMS RIVER	(732)341-2936	39 EAST BROAD STREET,BRIDGETON	(856)453-8077
359 RT 17 SOUTH,WOOD RIDGE	(201)939-3108	<b>SPYLEN BENEFIT, INC. (NJ CORP)</b>	
820 US ROUTE 1,WOODBIDGE	(732)510-7672	275 CENTRAL AVE.,E.ORANGE	(973)673-9701
704 MANTUA PIKE,WOODBURY HTS.	(856)845-7531	530 ROUTE 46,WAYNE	(973)785-9815
102 FT DIX ST,WRIGHTSTOWN	(609)723-8412	<b>SPYLEN OF BELLEVILLE, INC. (NJ CORP)</b>	
<b>BRIAD WENSWICK, LLC (NV LLC)</b>		333 FRANKLIN AVE.,BELLEVILLE	(973)759-9508
1504 LIVINGSTON AVENUE,N.BRUNSWICK	(732)852-6584	<b>SPYLEN OF HARRISON, INC. (NJ CORP)</b>	
<b>BRIAD WENTWO, L.L.C. (NJ LIMITED LIABILITY COMPANY), BRADFORD L. HONIGFELD</b>		401 BERGEN ST,HARRISON	(973)483-8704
356 ROUTE 72 WEST,MANAHAWKIN	(609)597-3031	<b>SPYLEN OF POMPTON LAKES, L.L.C. (NJ LIMITED LIABILITY COMP), SPYROS LENAS, JR.</b>	
<b>C&amp;L OF RANDOLPH LLC, CONSTANTINE LENAS, ELIZABETH LENAS</b>		19 WANAQUE AVE.,POMPTON LAKES	(973)835-3711
505 RT 10 EAST,RANDOLPH	(862)397-4200	<b>SPYWILLOW CORPORATION (NJ CORP)</b>	
<b>CHICKPEA AT JSQ INC.</b>		3107 WILLOWBROOK MALL,WAYNE	(973)785-0841
10 PATH PLAZA JOURNAL SQUARE,JERSEY CITY	(862)201-3192	<b>SUPERIOR RESTAURANT GROUP OF MERCER COUNTY, INC. (NJ CORP.),</b>	
<b>CHRISTINA MARIA REAL ESTATE LLC</b>		<b>ROBERT C. CAMMARANO, TODD B. BIALOW</b>	
4510 U.S. 9,HOWELL	(732)987-4704	485 ROUTE 130,E.WINDSOR	(609)371-7662
<b>CLAIRE FRANCIS, REAL ESTATE, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO</b>		1001 ROUTE 33,HAMILTON	(609)689-1942
232 ROUTE 70,TOMS RIVER	(732)364-7407	1730 N. OLDEN AVE.,TRENTON	(609)771-4147
<b>COMPASS GROUP USA, INC. (DE CORP)</b>		<b>SUPERIOR RESTAURANTS OF TRENTON, INC. (NJ CORP.)</b>	
2083 LAWRENCEVILLE ROAD, BLC STUDENT	(609)896-5322	760 ROUTE 130,HAMILTON	(609)581-0783
<b>E L &amp; N, L.L.C. (NJ LIMITED LIABILITY COMPANY)</b>		2485 SOUTH BROAD STREET,HAMILTON	(609)888-5580
2099 ROUTE 46,PARSIPPANY	(973)263-9305	<b>TREV NICK, LLC (NJ LIMITED LIABILITY COMPANY), ALBERT KING</b>	
1860 ROUTE 10,PARSIPPANY	(973)455-9859	427 SPRINGFIELD AVENUE,NEWARK	(973)242-2120
<b>EMMA DANIELLE, REAL ESTATE, LLC, GASPAR GIORDANO</b>		<b>TRIWEN, LLC (NY LLC), JOHN ANTONACCIO, JOSEPH M. CUGINE, KEITH KAS</b>	
101 JACK MARTIN BLVD,BRICK	(732)202-9209	301 STATE ROUTE 10,LEDGEWOOD	(973)927-1886
<b>GABRIELLE CHRISTINE, REAL ESTATE, LLC, GASPAR GIORDANO</b>		1358 ROUTE 17 NORTH,RAMSEY	(201)785-1079
3150 ROUTE 88,POINT PLEASANT	(732)899-4003	<b>WENDGOOD, INC. (NJ CORP.)</b>	
<b>GOLDEN EAGLE FOODS, INC. (PA CORP.), MICHAEL S. JONES</b>		1204 ROUTE 23 NORTH,BUTLER	(973)838-2300
2008 ROUTE 206 SOUTH,BORDENTOWN	(609)324-1404	<b>WENDLEN OF NEWARK, INC. (NJ CORP.)</b>	
<b>GOODWEND, L.L.C. (NJ LIMITED LIABILITY COMPANY), ANTHONY CHRISTIANO, JR.,</b>		462 CHANCELLOR AVENUE,NEWARK	(973)705-9456
<b>CONSTANTINE LENAS, ELIZABETH LENAS</b>		<b>WENDLEN, INC. (NJ CORP.)</b>	
1560 ROUTE 23 NORTH,WAYNE	(973)872-1400	637 HAMBURG TURNPIKE,WAYNE	(973)790-9637
<b>ISABEL ANN, REAL ESTATE, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO</b>		<b>WENDORIO LLC (NJ LLC), NORMAN BOBROW, ORIOLE FAMILIA</b>	
450 LACEY ROAD,WHITING	(732)350-3159	296 EAST ROUTE 4,PARAMUS	(201)457-9035
<b>JENNA MARIE, REAL ESTATE, LLC, GASPAR GIORDANO</b>		657 N ROUTE 17,PARAMUS	(201)689-1487
555 ROUTE 70 EAST,BRICK	(732)262-5009	<b>WENDPAR, LLC (NJ LIMITED LIABILITY COMPANY), JEFFREY J. COGHLAN,</b>	
<b>KAS FOODS, LLC (NJ LLC), KEITH KAS</b>		<b>LEWIS E. TOPPER, NORMAN BOBROW</b>	
414 HIGHWAY 18 NORTH,E.BRUNSWICK	(732)432-5390	411 HILLSDALE AVE,HILLSDALE	(201)782-9317
197 US HIGHWAY 9,ENGLISHTOWN	(732)303-6720	190 E STATE RT 4,PARAMUS	(201)368-0031
1450 ROUTE 35,MIDDLETOWN	(732)615-9755	<b>WENDQUAN, LLC (NJ LIMITED LIABILITY COMPANY), JEFFREY J. COGHLAN,</b>	
178 RYDERS LANE,MILLTOWN	(732)214-0735	<b>LEWIS E. TOPPER, NORMAN BOBROW, ORIOLE FAMILIA</b>	
3800 US HIGHWAY 1,MONMOUTH JUNCTION	(732)940-2112	3647 ROUTE 9,FREEHOLD	(732)431-4048
1502 ROUTE 35 SOUTH,OCEAN	(732)897-3110	1407 ALLAIRE RD,WALL TWP	(732)449-6767
1010 STELTON ROAD,PISCATAWAY	(732)981-0040	<b>WENESCO BERGENFIELD LLC</b>	
<b>KINGTREV, L.L.C. (NJ LIMITED LIABILITY COMAPNY), ALBERT KING</b>		150 NORTH WASHINGTON AVE,BERGENFIELD	(201)244-1348
339 WEST MARKET STREET,NEWARK	(973)824-0468	<b>WENESCO CLIFTON LLC</b>	
<b>L &amp; L ASSOCIATES OF PARSIPPANY (NJ PARTNERSHIP), BRS MANAGEMENT,</b>		83 MAIN AVE,CLIFTON	(973)661-1898
<b>INC.(NJ CORP), SPYLEN OF PARSIPPANY, INC. (NJ CORP)</b>		<b>WENESCO FORT LEE, LLC (NJ LIMITED LIABILITY COMPANY)</b>	
736 US HIGHWAY 46,PARSIPPANY	(973)263-9620	1435 BERGEN BOULEVARD,FT.LEE	(201)585-1919
<b>L &amp; L OF PINEBROOK, L.L.C. (NJ LLC)</b>		<b>WENESCO NORTH BERGEN III LLC</b>	
23 ROUTE 46 EAST,PINE BROOK	(973)276-0944	1500 TONNELLE AVE,N.BERGEN	(201)348-9682
<b>LENSPY OF LITTLE FALLS, INC. (NJ CORP), SPYROS LENAS, JR.</b>			
231 US HIGHWAY 46,ELMWOOD PARK	(201)796-0096		

## EXHIBIT S-1 Operating Outlets By State

<b>WENESCO NORTH BERGEN, LLC (NJ LIMITED LIABILITY COMPANY)</b>		<b>BRIAD WENATE LLC, BRADFORD L. HONIGFELD</b>	
2100 88TH STREET,N.BERGEN	(201)662-0851	2121 THIRD AVE,NEW YORK	(212)996-4020
<b>WENESCO PATERSON LLC</b>		3939 BROADWAY,NEW YORK	(212)928-0321
145 BROADWAY,PATERSON	(973)247-9725	<b>BRIAD WENCO, L.L.C. (NJ LIMITED LIABILITY COMPANY)</b>	
<b>WENESCO SECAUCUS, LLC (NJ LIMITED LIABILITY COMPANY)</b>		3183 ATLANTIC AVENUE,BROOKLYN	(718)827-3408
16 MEADOWLANDS PARKWAY,SECAUCUS	(201)864-3719	<b>BRIAD WENCO, L.L.C. (NJ LIMITED LIABILITY COMPANY), BRADFORD L. HONIGFELD</b>	
<b>WENESCO WEST CALDWELL LLC</b>		220-06 NORTHERN BLVD,BAYSIDE	(347)502-7771
840 BLOOMFIELD AVENUE,W.CALDWELL	(973)575-0418	78-11 FLATLANDS AVENUE,BROOKLYN	(718)251-1801
<b>WENESCO XANADU, LLC (NJ LLC)</b>		505 UTICA AVE,BROOKLYN	(718)604-1207
1 AMERICAN DREAM WAY,E.RUTHERFORD	(551)217-7700	9001 DITMAS AVENUE,BROOKLYN	(718)345-4763
<b>WEST ROCK FREEHOLD LLC (NJ LLC), GREGORY W. DUNN, MICHELE M. DUNN</b>		1916 LINDEN BLVD,BROOKLYN	(718)272-8725
3710 ROUTE 9,FREEHOLD	(732)303-8443	1601 UTICA AVE.,BROOKLYN	(347)702-5971
<b>YELLOW CAB HOLDINGS NEW JERSEY LLC (DE LLC)</b>		469 FLATBUSH AVE,BROOKLYN	(718)287-5005
1101 HIGH STREET,MILLVILLE	(856)327-5742	133-50 WHITESTONE EXPRESS,FLUSHING	(718)762-4055
798 TILTON RD.,NORTHFIELD	(609)646-4807	69-02 NORTHERN BLVD.,FLUSHING	(718)899-5300
		155-33 JAMAICA AVENUE,JAMAICA	(718)291-1008
		125 147TH AVE,JAMAICA	(718)553-6037
		138-42 JAMAICA AVENUE,JAMAICA	(718)526-5944
		4416 QUEENS BLVD,LONG ISLAND CITY	(718)361-1418
		61-11 FRESH POND RD.,MIDDLE VILLAGE	(718)821-0225
		219-44 HILLSIDE AVENUE,QUEENS VILLAGE	(718)479-5151
		72-32 BROADWAY,QUEENS VILLAGE	(718)458-1921
		90-13 METROPOLITAN,REGO PARK	(718)275-6221
		<b>CAPWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP. (DE CORP)</b>	
		1335 CENTRAL AVE,ALBANY	(518)459-4700
		101 TOWNE SQUARE,AMSTERDAM	(518)843-6981
		3 CLIFTON COUNTRY RD,CLIFTON PARK	(518)371-4700
		1770 CENTRAL AVENUE,COLONIE	(518)608-5565
		612 COLUMBIA TURNPIKE,E.GREENBUSH	(518)477-7639
		13 SARATOGA ROAD,GLENVILLE	(518)393-5442
		1517 ROUTE 9,HALFMOON	(518)383-8632
		1162 TROY-SCHENECTADY ROAD,LATHAM	(518)782-5488
		741 NEW LOUDEN RD.,LATHAM	(518)785-4700
		1 NORTH GALLERIA DR,MIDDLETOWN	(845)673-5990
		103 VAN RENSSELAER AVENUE,RENSSELAER	(518)977-3691
		1590 ALTAMONT AVENUE,ROTTERDAM	(518)355-2256
		24 CONGRESS ST,SARATOGA SPRINGS	(518)583-0210
		132 ERIE BLVD.,SCHENECTADY	(518)374-3095
		3421 STATE STREET,SCHENECTADY	(518)346-0252
		77 VANDENBURGH AVENUE,TROY	(518)266-9822
		<b>CCCWEN, LLC (NY LLC), JOHN ANTONACCIO, JOSEPH M. CUGINE, KEITH KAS</b>	
		1 CROSSGATE MALL RD,ALBANY	(518)869-2956
		1894 ROUTE 6,CARMEL	(845)225-9704
		157 CLINTON AVENUE,CORTLAND	(607)753-3710
		<b>DELIGHT LI 1 LLC (DE LLC), ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ</b>	
		2278 MIDDLE COUNTRY ROAD,CENTEREACH	(631)467-4345
		80 OCEAN AVE,E.ROCKAWAY	(516)887-2317
		2123 BROADHOLLOW RD.,FARMINGDALE	(631)752-0337
		1034 HEMPSTEAD TURNPIKE,FRANKLIN SQUARE	(516)488-6423
		210 GLEN STREET,GLEN COVE	(516)676-7023
		580 MERRICK RD.,LYNBROOK	(516)593-3211
		1728 MERRICK RD.,MERRICK	(516)379-5449
		1234 DEER PARK AVE.,N.BABYLON	(631)586-2210
		460 SUNRISE HIGHWAY,PATCHOGUE	(631)289-4925
		4955 NESCONSET HWY.,PORT JEFFERSON STATION	(631)331-3770
		625 W MONTAUK HWY,W.BABYLON	(631)422-6163
		65 HEMPSTEAD TPKE,W.HEMPSTEAD	(516)489-2880
		<b>DELIGHT LI 2 LLC (DE LLC), ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ</b>	
		690 SUNRISE HWY,BALDWIN	(516)377-8396
		2180 JERICHO TURNPIKE,COMMACK	(631)499-9887
		1730 HEMPSTEAD TURNPIKE,E.MEADOW	(516)794-4416
		199 HEMPSTEAD TPKE,ELMONT	(516)354-6080
		191 JERICHO TURNPIKE,FLORAL PARK	(516)352-1290
		18 GLEN COVE ROAD,GREENVALE	(516)621-8636
		1210 E JERICHO TPKE,HUNTINGTON	(631)351-4645
		106 PORTION ROAD,LAKE RONKONKOMA	(631)467-0861
		3595 HEMPSTEAD TURNPIKE,LEVITTOWN	(516)731-0049
		1820 RT. 112,MEDFORD	(631)447-5651
		570 MIDDLE COUNTRY RD,ST.JAMES	(631)979-2235
		<b>DELIGHT LI 3 LLC (DE LLC), ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ</b>	
		1602 SHORE PARKWAY,BROOKLYN	(718)747-9002
		820 MONTAUK HIGHWAY,COPIAGUE	(631)789-0615
		220 ROUTE 109,FARMINGDALE	(631)777-4880
		5001 HEMPSTEAD TURNPIKE,FARMINGDALE	(516)845-7129
		820 OLD COUNTRY ROAD,GARDEN CITY	(516)228-9040
		527 ROUTE 111,HAUPPAUGE	(631)863-2062
		352 MOTOR PARKWAY,HAUPPAUGE	(631)435-1458
		60 NORTH BROADWAY,HICKSVILLE	(516)433-0255
		205 W. JERICHO TURNPIKE,HUNTINGTON STATION	(631)425-2549
		259 MIDDLE COUNTRY ROAD,SELDEN	(631)732-0937
		259 HILLSIDE AVE,WILLISTON PARK	(516)294-4888

### NEW MEXICO

<b>ELP RESTAURANT HOLDINGS, LLC (FL LLC), JHONNY ALEXANDER MERCADO SAM</b>	
821 E. PINE ST.,DEMING	(575)544-3028
3402 RINCONADA BLVD,LAS CRUCES	(575)652-5542
565 WALTON BOULEVARD,LAS CRUCES	(575)541-0664
1343 EL PASEO RD.,LAS CRUCES	(575)523-7116
2289 SUPERIOR STREET,SILVER CITY	(575)388-5898
<b>WEN NEW MEXICO, LLC (NM LLC)</b>	
3601 4TH STREET NW,ALBUQUERQUE	(505)345-5746
8100 LOUISIANA BLVD. NE,ALBUQUERQUE	(505)796-0335
6600 CENTRAL AVE SW,ALBUQUERQUE	(505)352-0909
6204 SAN MATEO NE,ALBUQUERQUE	(505)884-9495
4900 CENTRAL SE,ALBUQUERQUE	(505)268-8017
4800 MENAUL NE,ALBUQUERQUE	(505)884-4850
4800 CULTURE DR NE,ALBUQUERQUE	(505)341-2611
9601 MONTGOMERY NE,ALBUQUERQUE	(505)293-1704
3340 COORS NW,ALBUQUERQUE	(505)836-1357
2203 WYOMING NE,ALBUQUERQUE	(505)292-1481
1902 LOMAS NW,ALBUQUERQUE	(505)243-2766
1808 CENTRAL S.E.,ALBUQUERQUE	(505)843-7997
10169 COORS NW,ALBUQUERQUE	(505)898-4240
1012 JUAN TABO NE,ALBUQUERQUE	(505)294-6143
3801 BLAKE ROAD SW,ALBUQUERQUE	(505)873-2233
410 EUBANK NE,ALBUQUERQUE	(505)275-6670
1610 N RIVERSIDE DR,ESPANOLA	(505)747-1357
985 NORTH HIGHWAY 491,GALLUP	(505)726-1071
2410 E 66TH,GALLUP	(505)863-3496
1567 7TH STREET,LAS VEGAS	(505)426-8180
1860 MAIN NW,LOS LUNAS	(505)565-8850
233 HIGHWAY 528,RIO RANCHO	(505)892-1438
4200 HWY 528,RIO RANCHO	(505)771-0805
827 UNSER BLVD. SE,RIO RANCHO	(505)896-2206
3151 CERRILLOS ROAD,SANTA FE	(505)557-4106
2774 SAWMILL ROAD,SANTA FE	(505)471-7490
420 PASEO DEL PUEBLO SUR,TAOS	(575)751-3000
<b>WENDGORD LLC, A NEW MEXICO LIMITED LIABILITY, JEFFREY J. COGHLAN, JEFFREY POE, LEWIS E. TOPPER, NORMAN BOBROW</b>	
301 S. WHITE SANDS BLVD,ALAMOGORDO	(575)437-0865
1011 W. MAIN ST,ARTESIA	(575)736-6300
324 S. CANAL,CARLSBAD	(575)887-8051
2833 N PRINCE ST,CLOVIS	(575)763-5640
1101 NORTH TURNER,HOBBS	(575)397-3031
1101 MAIN STREET,ROSWELL	(575)623-7950
<b>WENDY'S OF COLORADO SPRINGS, INC. (CO CORP.), RICHARD W. HOLLAND</b>	
1305 AZTEC BOULEVARD,AZTEC	(505)334-9778
2610 WEST MAIN STREET,FARMINGTON	(505)564-4434
4903 EAST MAIN STREET,FARMINGTON	(505)564-9563
1820 EAST MAIN STREET,FARMINGTON	(505)326-3456

### NEW YORK

<b>AH HOSPITALITY GROUP INC.</b>	
938 EIGHTH AVENUE,NEW YORK	(212)977-4785
<b>ALAYNA HOSPITALITY LLC (NY LLC), SALMAN HIMANI</b>	
650 BROADWAY,NEW YORK	(212)674-5404
<b>ALL ABOUT FOODS GROUP INC. (NJ CORP.), SALMAN HIMANI</b>	
LAGUARDIA AIRPORT - TERMINAL B,FLUSHING	(646)633-4507
<b>BINGCUSE, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP. (DE CORP)</b>	
212 GRANT AVE,AUBURN	(315)252-8818
170 MAIN STREET,BINGHAMTON	(607)723-5711
1251 FRONT STREET,BINGHAMTON	(607)723-0233
5701 E. CIRCLE DRIVE,CICERO	(315)458-1722
217 WASHINGTON AVE,ENDICOTT	(607)754-6124
310 S 2ND ST,FULTON	(315)598-2991
326 ELMIRA RD,ITHACA	(607)272-3526
7925 OSWEGO RD,LIVERPOOL	(315)622-2231
177 STATE ROUTE 104,OSWEGO	(315)342-4177
170 5TH AVE,OWEGO	(607)687-6785
3508 BREWERTON RD,SYRACUSE	(315)454-4702
3737 VESTAL PKWY,VESTAL	(607)798-7474

## EXHIBIT S-1 Operating Outlets By State

<b>DELIGHT LI 4 LLC (DE LLC), ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ</b>		<b>MID-HUDSON WENDICO, INC. (NY CORP.), BARBARA L. MULCAHY,</b>	
3450 VETERANS MEMORIAL HWY,BOHEMIA	(631)980-4445	SHANNON E. MULCAHY	
37 WICKS ROAD,BRENTWOOD	(631)231-3649	25 ELM STREET,FISHKILL	(845)896-8683
420 86TH STREET,BROOKLYN	(718)833-3034	1360 ULSTER AVENUE,KINGSTON	(845)382-2070
1255 SUNRISE HIGHWAY,COPIAGUE	(631)842-1763	1417 ROUTE 300,NEWBURGH	(845)566-0726
280 LARKFIELD ROAD,E.NORTHPORT	(631)261-5736	2596 SOUTH ROAD,POUGHKEEPSIE	(845)454-2906
175 MORRIS AVENUE,HOLTSVILLE	(631)207-3725	753 MAIN STREET,POUGHKEEPSIE	(845)452-8124
168 MAIN STREET,ISLIP	(631)224-2790	<b>NEW ENGLAND WENDICO, INC. (NY CORP), LEONARD F. GORSUCH,</b>	
885 MONTAUK HIGHWAY,OAKDALE	(631)472-1368	PETER J. SOUCH, III	
3882 SUNRISE HWY,SEAFORD	(516)409-4870	26586 VALENTINE DR.,EVANS MILLS	(315)818-5088
1350 WANTAGH AVE,WANTAGH	(516)781-6102	140 NORTH COMRIE AVENUE,JOHNSTOWN	(518)762-2245
<b>EMPIREWEN, INC.</b>		21182 SALMON RUN MALL LOOP W.,WATERTOWN	(315)785-9190
172-176 DOLSON AVENUE,MIDDLETOWN	(845)342-6688	419 STATE STREET,WATERTOWN	(315)788-9694
441 ROUTE 211 E,MIDDLETOWN	(845)342-4141	<b>NY BACON, LLC</b>	
17-25 PLEASANT ST,MONTICELLO	(845)791-9373	2703 E TREMONT AVE,BRONX	(718)824-2211
<b>GFWW MANAGEMENT, INC. (NJ CORP.), GREGORY W. DUNN, JACALYN TYE,</b>		4330 BOSTON ROAD,BRONX	(718)325-8750
<b>MICHELE M. DUNN, STEVEN TYE, WEST-ROCK AIRMONT, LLC</b>		2140 WESTCHESTER AVENUE,BRONX	(718)409-6174
320 ROUTE 59,AIRMONT	(845)369-8500	19 WEST 170TH STREET,BRONX	(718)681-0483
<b>GOLDEN EAGLE FOODS, INC. (PA CORP.), MICHAEL S. JONES</b>		5805 BROADWAY,BRONX	(718)450-8809
7748 ROUTE 53,BATH	(607)622-5502	<b>PANINI GRILL AT STATEN ISLAND FERRY INC.</b>	
2 INDUSTRIAL DRIVE,BINGHAMTON	(607)651-9035	4 SOUTH ST,STATEN ISLAND	(212)220-9989
390 STATE HWY 10,DEPOSIT	(607)467-4299	<b>PRINCETON FOOD SERVICES, L.L.C. (NJ LIMITED LIABILITY COMP)</b>	
<b>HAZA FOODS OF NORTHEAST, LLC (DE LLC)</b>		25 PUTNAM STREET,STATEN ISLAND	(718)524-7817
3180 NIAGARA FALLS BLVD,AMHERST	(716)743-0592	26 RICHMOND HILL ROAD,STATEN ISLAND	(718)761-3950
4050 MAPLE RD.,AMHERST	(716)832-0855	330 BAY STREET,STATEN ISLAND	(347)934-3648
44 MAIN ST,BATAVIA	(585)343-5858	6420 AMBOY ROAD,STATEN ISLAND	(718)967-3911
4640 LAKE ROAD,BROCKPORT	(585)637-5220	<b>R &amp; R GALLERIA INC. (NY CORP), ANTHONY ROMANO, LESLEY ROMANO,</b>	
1051 MAIN STREET,BUFFALO	(716)883-7242	<b>SALVATORE ROMANO</b>	
360 DINGENS,BUFFALO	(716)824-3011	250 JERICHO TURNPIKE,SYOSSET	(516)677-0891
3513 MCKINLEY PKWY,BUFFALO	(716)826-2826	<b>R &amp; R OF GC, INC. (NY CORP.), ANTHONY ROMANO, LESLEY ROMANO,</b>	
3362 MAIN STREET,BUFFALO	(716)862-3511	<b>SALVATORE ROMANO</b>	
2230 ELMWOOD AVENUE,BUFFALO	(716)875-4166	90 JERICHO TURNPIKE,JERICHO	(516)333-3059
10 ELLEN POLIMENI BLVD,CANANDAIGUA	(585)394-8660	<b>R&amp;R OF ROOSEVELT FIELD, INC. (NY CORP), ANTHONY ROMANO,</b>	
2520 WALDEN AVENUE,CHEEKTOWAGA	(716)206-7599	<b>LESLEY ROMANO, SALVATORE ROMANO</b>	
4961 TRANSIT ROAD,DEPEW	(716)206-0003	630 OLD COUNTRY RD,GARDEN CITY	(516)613-2479
305 WEST COMMERCIAL,E.ROCHESTER	(585)385-4890	<b>R&amp;R OF SMITHHAVEN LTD. (NY CORP), ANTHONY ROMANO, LESLEY ROMANO,</b>	
10350 ROUTE 60,FREDONIA	(716)672-5226	<b>SALVATORE ROMANO</b>	
4158 LAKEVILLE ROAD,GENESEO	(585)243-2210	334 SMITH HAVEN MALL,LAKE GROVE	(631)979-8138
481 HAMILTON STREET,GENEVA	(315)789-2463	<b>R&amp;R RESTAURANT GROUPS INC., ANTHONY ROMANO, LESLEY ROMANO,</b>	
1685 GRAND ISLAND BLVD,GRAND ISLAND	(716)773-6330	<b>SALVATORE ROMANO</b>	
2988 W RIDGE,GREECE	(585)225-6010	4579 AUSTIN BLVD,ISLAND PARK	(516)889-0560
3825 DEWEY AVE,GREECE	(585)621-4394	<b>RAWSON FOOD SERVICES, INC. (NJ CORP.)</b>	
5121 CAMP ROAD,HAMBURG	(716)649-5754	1661 HYLAN BLVD.,STATEN ISLAND	(718)979-8178
1175 E. RIDGE RD.,IRONDEQUOIT	(585)266-7523	1761 FOREST AVE.,STATEN ISLAND	(718)981-2102
1355 E. 2ND ST.,JAMESTOWN	(716)665-6798	<b>RIVER FLATS, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP. (DE CORP)</b>	
327 EAST FAIRMOUNT AVENUE,LAKEWOOD	(716)763-0998	5 S BUFFALO ST.,CORNING	(607)936-0106
5737 S. TRANSIT ROAD,LOCKPORT	(716)434-6439	830 COUNTY ROAD 64,ELMIRA	(607)796-0183
510 W.UNION ST.,NEWARK	(315)331-5922	2123 GRAND CENTRAL AVE,HORSEHEADS	(607)796-9352
6020 PORTER ROAD,NIAGARA FALLS	(716)297-6088	714 UPPER GLEN STREET,QUEENSBURY	(518)792-3939
7515 NIAGARA FALLS BOULEVARD,NIAGARA FALLS	(716)236-0300	<b>RIVER FLATS, LLC, JOSEPH M. CUGINE, KEITH KAS, WENFOUR, INC.</b>	
447 N UNION ST,OLEAN	(716)372-5400	330 BECKER DR,SCHENECTADY	(518)280-3590
3275 ORCHARD PARK RD,ORCHARD PARK	(716)677-6837	<b>RSA FOODS GROUP INC.</b>	
557 MOSELEY ROAD,PERINTON	(585)425-7657	85 NASSAU STREET,NEW YORK	(212)619-3322
683 LAKE AV.,ROCHESTER	(585)254-2860	<b>SABINA HOSPITALITY INC.</b>	
744 EAST MAIN ST,ROCHESTER	(585)232-5586	20 E 14TH STREET,NEW YORK	(212)243-0438
566 JEFFERSON RD,ROCHESTER	(585)292-1390	<b>T &amp; N OF GA, INC. (NY CORP.), ANTHONY ROMANO, LESLEY ROMANO,</b>	
4747 WEST HENRIETTA ROAD,ROCHESTER	(585)334-3450	<b>SALVATORE ROMANO</b>	
3200 CHILI AVE.,ROCHESTER	(585)889-5046	2046 GREEN ACRES MALL,VALLEY STREAM	(516)872-5450
3180 MONROE AVENUE,ROCHESTER	(585)383-1660	<b>TAH FOOD GROUP, INC. (NY CORP.)</b>	
3050 WINTON ROAD,ROCHESTER	(585)292-0690	112 E. 23RD ST.,NEW YORK	(212)500-6800
1951 BUFFALO RD.,ROCHESTER	(585)247-1792	<b>THE GROVE, INC. (LA CORP.)</b>	
1844 EAST AVENUE,ROCHESTER	(585)244-5080	JOHN F KENNEDY INTERNATIONAL	(718)553-7842
1550 MT HOPE AVE,ROCHESTER	(585)271-3030	<b>TICKLE YOUR TASTE INC (NY CORP.)</b>	
3190 LATTA RD,ROCHESTER	(585)203-8591	616 8TH AVENUE,NEW YORK	(212)220-0612
811 YOUNG ST,TONAWANDA	(716)693-2578	<b>TRIWEN ELMSFORD LLC (NY LLC)</b>	
7473 VICTOR-PITTSFORD ROAD,VICTOR	(585)924-8430	91 SAW MILL ROAD,ELMSFORD	(914)592-9888
2021 RIDGE ROAD,W.SENECA	(716)675-5882	<b>TRIWEN HAWTHORNE, LLC (NY LLC)</b>	
987 RIDGE ROAD,WEBSTER	(585)872-5635	33 SAWMILL RIVER ROAD,HAWTHORNE	(914)347-7619
5244 MAIN ST.,WILLIAMSVILLE	(716)626-3397	<b>TRIWEN MONROE LLC (NY LLC)</b>	
6940 TRANSIT RD.,WILLIAMSVILLE	(716)630-5982	330 LARKIN DR,MONROE	(845)774-2747
<b>HIMANI HOSPITALITY GROUP INC.</b>		<b>TRIWEN WEST HAVERSTRAW LLC (NY LLC)</b>	
714 THIRD AVENUE,NEW YORK	(212)682-2568	125 STATE ROUTE 9W,W.HAVERSTRAW	(845)786-3209
<b>HUDWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP. (DE CORP)</b>		<b>WEN CENTER MORICHES, LLC</b>	
78 BROOKSIDE AVE,CHESTER	(845)469-2182	774 MONTAUK HIGHWAY,CENTER MORICHES	(631)874-8990
3009 EAST MAIN ST.,CORTLANDT MANOR	(914)528-9828	<b>WEN MANORVILLE, LLC</b>	
261 ROUTE 9W,GLENMONT	(518)432-8900	496 CR 111,MANORVILLE	(631)909-4902
408 WINDSOR HWY,VAILS GATE	(845)562-7474	<b>WEN MILLER PLACE, LLC</b>	
1601 ROUTE 9,WAPPINGERS FALLS	(845)298-0167	380 ROUTE 25A,MILLER PLACE	(631)642-0374
<b>JPK OF ONEONTA, INC. (NY CORP.), DOUGLAS N. HARRIS,</b>		<b>WEN RIVERHEAD, LLC</b>	
<b>GEOFFREY S. HARRIS, KATHY A. HARRIS</b>		1165 RT 58,RIVERHEAD	(631)369-3232
6281 STATE HIGHWAY 23,ONEONTA	(607)441-5006	<b>WEN SHIRLEY, LLC</b>	
		555 WILLIAM FLOYD PKWY,SHIRLEY	(631)399-1136

## EXHIBIT S-1 Operating Outlets By State

<b>WENCARTER, INC. (MI corp.), HOWARD E. O'BRIEN, LEWIS CARTER</b>		1110 W SUGAR CREEK ROAD,CHARLOTTE	(704)596-7355
5309 W. GENESEE STREET,CAMILLUS	(315)295-1962	11801 ALBEMARLE ROAD,CHARLOTTE	(704)206-8772
8505 SENECA TPKE,NEW HARTFORD	(315)732-4265	16055 JOHNSTON ROAD,CHARLOTTE	(704)752-6461
131 GENESEE STREET,ONEIDA	(315)363-2212	7712 REA RD,CHARLOTTE	(704)341-3667
401 ERIE BLVD,ROME	(315)339-4550	1801 N. SARDIS ROAD,CHARLOTTE	(704)845-1507
2100 PARK STREET,SYRACUSE	(315)472-8727	2801 BOYER STREET,CHARLOTTE	(704)394-2723
3260 ERIE BLVD. E,SYRACUSE	(315)446-4279	2933 EASTWAY DRIVE,CHARLOTTE	(704)568-1315
3798 JAMES STREET,SYRACUSE	(315)437-9531	3300 FREEDOM DR.,CHARLOTTE	(704)399-7202
175 N. GENESEE STREET,UTICA	(315)724-8355	10729 PARK ROAD,CHARLOTTE	(704)542-7243
315 ORISKANY BLVD,YORKVILLE	(315)736-7442	20410 W CATAWBA AVE,CORNELIUS	(704)892-8921
<b>WENDCO OF VERMONT/NY LLC (NH LLC), LAWRENCE M. WILEY</b>		5170 NC 42 NORTHWEST,GARNER	(919)773-1673
397 STATE ROUTE 3,PLATTSBURGH	(518)561-1912	2419 W. FRANKLIN,GASTONIA	(704)864-3826
<b>WENESCO 149TH, LLC</b>		1510 E FRANKLIN BLVD,GASTONIA	(980)320-1002
387 E 149TH ST,BRONX	(718)215-7038	2216 UNION ROAD,GASTONIA	(704)865-8041
<b>WENESCO BATHGATE, LLC (NY LIMITED LIABILITY COMPANY)</b>		2415 N. CHESTER ST,GASTONIA	(704)691-7777
4040 3RD AVE,BRONX	(718)299-5603	624 S. MEMORIAL,GREENVILLE	(252)364-2873
<b>WENESCO BOSTON ROAD, LLC</b>		3501 HIGHWAY 264 EAST,GREENVILLE	(252)413-0762
3636 BOSTON ROAD,BRONX	(718)798-4133	1825 E. ARLINGTON BLVD.,GREENVILLE	(252)353-2900
<b>WENESCO NANUET, LLC (NY LLC)</b>		17160 US HWY 17,HAMPSTEAD	(910)821-1308
90 EAST ROUTE 59,NANUET	(845)627-0264	14139 STATESVILLE RD,HUNTERSVILLE	(704)948-9055
<b>WENESCO PALISADES, LLC (NY LIMITED LIABILITY COMPANY)</b>		1995 N.MARINE BLVD,JACKSONVILLE	(910)455-6024
3624 PALISADES CENTER DRIVE,W.NYACK	(845)727-1123	4039 CURTIS RD,JACKSONVILLE	(910)346-6087
<b>WENESCO YONKERS, LLC</b>		6995 WESTERN BOULEVARD,JACKSONVILLE	(910)455-0366
1751 CENTRAL PARK AVENUE,YONKERS	(914)337-9524	2409 N. HERRITAGE STREET,KINSTON	(252)527-5806
<b>WEST-ROCK LLC (NY LIMITED LIABILITY COMPANY), GFWW MANAGEMENT, INC. (NJ CORP.), GREGORY W. DUNN, JACALYN TYE, MICHELE M. DUNN, STEVEN</b>		4535 US HIGHWAY 70 WEST,KINSTON	(252)522-3050
3 ROUTE 303,TAPPAN	(845)359-5633	103 EAST MAIN STREET,LOCUST	(704)888-8602
<b>ZARI FOODS LLC (NY LLC)</b>		6807 EAST MARSHVILLE	(704)327-4291
2 WEST 45TH STREET,NEW YORK	(212)575-9800	11145 E INDEPENDENCE BLVD,MATTHEWS	(704)847-0955
		6849 MATTHEWS-MINT HILL RD.,MINT HILL	(704)545-5908
		1015 N GREEN ST,MORGANTON	(828)475-6855
		2159 SOUTH STERLING ST.,MORGANTON	(828)437-9170
		806 SOUTH KEY STREET,PILOT MOUNTAIN	(336)368-2342
		2025 US 64 W,PLYMOUTH	(252)793-2291
		301 WEST CHURCH STREET,RICHFIELD	(704)463-5971
		8221 US HIGHWAY 117 S,ROCKY POINT	(910)604-6262
		515 EAST INNIS STREET,SALISBURY	(704)633-4585
		825 S. JAKE ALEXANDER BLVD,SALISBURY	(704)642-0620
		355 WHITEVILLE ROAD NW,SHALLOTTE	(910)755-3333
		414 HWY 27 SOUTH,STANLEY	(704)931-2139
		809 WEST CORBETT AVENUE,SWANSBORO	(910)325-2252
		1719 EASTWOOD ROAD,WILMINGTON	(910)256-6344
		8215 MARKET STREET,WILMINGTON	(910)686-9954
		350 SOUTH COLLEGE ROAD,WILMINGTON	(910)452-0390
		1650 SHIPYARD BLVD,WILMINGTON	(910)452-0129
		5140 S COLLEGE RD,WILMINGTON	(910)791-2367
		630 FIRETOWER ROAD,WINTERVILLE	(252)321-9228
		<b>CATIE FOOD SYSTEMS, INC. (VA CORP), A.J. HOLDINGS GROUP, L.L.C. (VA LIMITED LIABILITY CO), MALCOLM J. PIKE</b>	
		2209 OAK RIDGE RD.,OAK RIDGE	(336)643-7377
		1533 FREEWAY DRIVE,REIDSVILLE	(336)349-4884
		5170 REIDSVILLE RD.,WALKERTOWN	(336)595-2479
		<b>COMPASS GROUP USA, INC. (DE CORP)</b>	
		9201 UNIVERSITY CITY BLVD,CHARLOTTE	(704)687-7046
		<b>D6, INC. (MO CORP.)</b>	
		923 JOHNSTON PARKWAY,KENLY	(919)502-7069
		<b>DELIGHT RALEIGH 1 LLC (DE LLC), ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ</b>	
		1343 KILDAIRE FARM RD,CARY	(919)467-1407
		10197 HIGHWAY 70 EAST,CLAYTON	(919)387-8400
		1546 NC HWY 56,CREEDMOOR	(919)528-3997
		108 N. BERKELEY BLVD.,GOLDSBORO	(919)778-5269
		2200 WAYNE MEMORIAL DR,GOLDSBORO	(919)735-6114
		375 S. CHURTON ST.,HILLSBOROUGH	(919)732-6555
		4750 CAPITAL BLVD.,RALEIGH	(919)876-9228
		6611 GLENWOOD AVE,RALEIGH	(919)782-1065
		4105 WAKE FOREST ROAD,RALEIGH	(919)872-5270
		3715 WESTERN BLVD.,RALEIGH	(919)821-3099
		8209 CREEDMOOR ROAD,RALEIGH	(919)676-2320
		735 MADISON BLVD,ROXBORO	(336)597-2488
		<b>DELIGHT RALEIGH 2 LLC (DE LLC), ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ</b>	
		1558 E MEMORIAL DRIVE,AHOSKIE	(252)332-8633
		1900 LAKE PINE DRIVE,APEX	(919)387-8640
		1213 N.W. MAYNARD RD,CARY	(919)468-0919
		1809 N HARRISON AVE,CARY	(919)677-0039
		2964 KILDAIRE FARM ROAD,CARY	(919)363-5748
		5402 SOUTH MIAMI BLVD,DURHAM	(919)474-0017
		1374 NORTH MAIN STREET,FUQUAY VARINA	(919)557-0139
		7132 US HIGHWAY 64E,KNIGHTDALE	(919)266-0917
		2007 NW CARY PARKWAY,MORRISVILLE	(919)465-1979
		1150 EDWARDS MILL RD,RALEIGH	(919)854-4491
		7200 SIX FORKS ROAD,RALEIGH	(919)676-8933
		7460 LOUISBURG ROAD,RALEIGH	(919)713-0810
		949 N.WESLEYAN BLVD,ROCKY MOUNT	(252)985-3440
		1113 W. 15TH ST.,WASHINGTON	(252)946-7034
		803 E BLVD,WILLIAMSTON	(252)792-4992



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<b>DELIGHT RALEIGH 3 LLC (DE LLC), ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ</b>		4805 W MARKET STREET, GREENSBORO	(336)852-3500
790 W. WILLIAMS STREET, APEX	(919)367-9483	1468 HWY. 66 S., KERNERSVILLE	(336)992-2836
12300 NC HWY. 210, BENSON	(919)209-0193	723 S. MAIN STREET, KING	(336)983-9098
1808 S. MIAMI BOULEVARD, DURHAM	(919)957-4887	1301 MEBANE OAKS ROAD, MEBANE	(919)304-1277
594 JACKSON ROAD, ERWIN	(910)891-1163	2735 REYNOLDA RD, WINSTON SALEM	(336)723-9978
1020 TIMBER DRIVE EAST, GARNER	(919)457-9999	600 JONESTOWN ROAD, WINSTON SALEM	(336)774-0226
181 GRAND HILL PLACE, HOLLY SPRINGS	(919)577-6162	5713 UNIVERSITY PKWY, WINSTON SALEM	(336)744-0511
1165 N. MAIN ST., LILLINGTON	(910)814-0638	5457 GUMTREE RD., WINSTON SALEM	(336)769-0899
328 S. BICKETT BLVD., LOUISBURG	(919)496-2214	3007 WAUGHTOWN ST., WINSTON SALEM	(336)788-8408
2900 NEUSE BLVD, NEW BERN	(252)288-5703	3182 PETERS CREEK PARKWAY, WINSTON SALEM	(336)771-0120
4510 FAYETTEVILLE RD, RALEIGH	(919)661-0667	2218 CLOVERDALE AVENUE, WINSTON SALEM	(336)721-0720
8000 POOLER AVE, RALEIGH	(919)900-8989	538 AKRON DR, WINSTON SALEM	(336)767-9154
101 RIVER OAKS DRIVE, TARBORO	(252)641-4070	<b>TAR HEEL CAPITAL CORPORATION NO. 2 (TN CORP.)</b>	
12430 CAPITAL BOULEVARD, WAKE FOREST	(919)562-2349	585 MERRIMON AVE, ASHEVILLE	(828)258-2128
2815 RALEIGH ROAD PKWY W, WILSON	(252)399-0010	591 NC HIGHWAY 9, BLACK MOUNTAIN	(828)669-9451
<b>DELIGHT RALEIGH 4 LLC (DE LLC), ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ</b>		1016 BLOWING ROCK ROAD, BOONE	(828)264-7550
510 VIRGINIA ROAD, EDENTON	(252)482-1045	1508 CONCORD PKWY N, CONCORD	(704)788-3009
101 NC 581 HWY NORTH, GOLDSBORO	(919)750-8158	1809 FAIRGROVE CHURCH RD., CONOVER	(828)469-5220
557 US HWY 70 W, HAVELOCK	(252)444-2050	639 S. VAN BUREN, EDEN	(336)627-5085
5075 US HWY 70 W, MOREHEAD CITY	(252)726-2769	165 COMMERCIAL STREET, FOREST CITY	(828)245-8820
4023 DAVIS DRIVE, MORRISVILLE	(919)460-3966	1517 DABNEY DR, HENDERSON	(252)438-5992
306 NC HWY 55 WEST, MT. OLIVE	(919)658-7101	1210 US HIGHWAY 70 SW, HICKORY	(828)327-3434
1200 EASTERN AVENUE, NASHVILLE	(252)459-8600	1260 16TH ST., HICKORY	(828)327-0196
3701 NEW BERN AVE, RALEIGH	(919)250-6034	1106 S CANNON BLVD, KANNAPOLIS	(704)938-7307
8050 TEN-TEN ROAD, RALEIGH	(919)329-8224	130 BLOWING ROCK BLVD., LENOIR	(828)758-7460
391 US HIGHWAY 70 WEST, SELMA	(919)965-6747	1406 E. MAIN, LINCOLN TON	(704)735-1997
2091 S. MAIN STREET, WAKE FOREST	(919)569-2133	368 US 70 W, MARION	(828)652-5370
800 US 301 N, WILSON	(252)640-2031	1245 W. ROOSEVELT BLVD., MONROE	(704)289-1009
<b>FFC LIMITED PARTNERSHIP (NC LIMITED PARTNERSHIP)</b>		1906 ROCKFORD STREET, MT. AIRY	(336)786-6576
265 SMOKEY PARK HWY, ASHEVILLE	(828)665-0440	1499 JULIAN R. ALLSBROOK HWY., ROANOKE RAPIDS	(252)537-3600
776 BILTMORE AVE., ASHEVILLE	(828)258-0366	901 S LAFAYETTE ST, SHELBY	(704)487-7209
1648 HENDERSONVILLE RD, ASHEVILLE	(828)274-2483	1807 E. BROAD ST., STATESVILLE	(704)872-7919
935 ASHVILLE HWY, BREVARD	(828)884-7901	1301 S COLLEGIATE DR, WILKESBORO	(336)667-1712
708 CHAMPION DRIVE, CANTON	(828)492-0601	<b>WEN CAROLINAS, LLC (MI limited liability company)</b>	
341 HIGHWAY 64 WEST, CASHIERS	(828)743-7777	1120 EAST BROAD AVE, ROCKINGHAM	(910)562-9895
255 W. MILL STREET, COLUMBUS	(828)894-5269	306 E CASWELL ST, WADESBORO	(704)994-8670
7720 SOSSOMAN LANE NORTHWEST, CONCORD	(704)979-1108	<b>WENDSCHMIDT NC, LLC, JUSTIN SCOTT SCHMIDT</b>	
1309 N NC16 HWY, CONOVER	(704)325-3728	10004 S MAIN ST, ARCHDALE	(336)434-8788
258 NORTH HIGHWAY 16, DENVER	(704)489-0760	1515 E DIXIE DR, ASHEBORO	(336)629-3988
1046 GEORGIA HIGHWAY, FRANKLIN	(828)369-0881	623 W DIXIE DRIVE, ASHEBORO	(336)629-0025
4800 HICKORY BLVD, GRANITE FALLS	(828)396-2054	2214 ERIC LANE, BURLINGTON	(336)570-3685
4960 HIGHWAY 49, HARRISBURG	(980)258-0558	226 SOUTH GRAHAM HOPEDALE ROAD, BURLINGTON	(336)227-0972
1500 FOUR SEASONS BLVD., HENDERSONVILLE	(828)697-0095	2423 SOUTH CHURCH, BURLINGTON	(336)226-8677
607 SPARTANBURG HWY, HENDERSONVILLE	(828)693-5935	100 S. GREENSBORO ST., CARRBORO	(919)942-7015
1311 2ND ST NE, HICKORY	(828)679-1270	100 SCARLET DR., CHAPEL HILL	(919)967-8624
1743 HIGHWAY 70 S.E., HICKORY	(828)325-0000	4819 NC HIGHWAY 55, DURHAM	(919)544-1185
3075 HICKORY BOULEVARD, HUDSON	(828)728-5113	295 W NC HWY 54, DURHAM	(919)544-5195
13810 INDEPENDENCE BLVD, INDIAN TRAIL	(704)821-1799	835 S MAIN STREET, GRAHAM	(336)228-0710
1630 NC HIGHWAY 67, JONESVILLE	(336)835-9214	517 HICKORY RIDGE DR, GREENSBORO	(336)882-2416
590 KANNAPOLIS PARKWAY, KANNAPOLIS	(0)-	5700 W. GATE CITY BLVD, GREENSBORO	(336)663-6693
2970 DALE EARNHARDT BLVD, KANNAPOLIS	(704)932-8294	3705 ELMSLEY COURT, GREENSBORO	(336)334-7864
713 YORK ROAD, KINGS MOUNTAIN	(704)730-1685	3500 W GATE CITY BLVD, GREENSBORO	(336)292-6600
1505 YADKINVILLE RD, MOCKSVILLE	(336)751-1717	2519 RANDLEMAN RD, GREENSBORO	(336)379-8079
361 WEST PLAZA DRIVE, MOORESVILLE	(704)664-6288	2221 MARTIN LUTHER KING JR DR, GREENSBORO	(336)333-9666
570 BRAWLEY SCHOOL RD., MOORESVILLE	(704)660-1515	1500 WEST LEE STREET, GREENSBORO	(336)292-6066
316 2ND ST., N. WILKESBORO	(336)838-1105	2619 NC 68 HWY SOUTH, HIGH POINT	(336)841-8688
900 LINDEN AVENUE, OXFORD	(919)693-9063	2710 S MAIN ST, HIGH POINT	(336)887-2202
159 TURNERSBURG HWY, STATESVILLE	(704)380-3484	2001 N MAIN ST, HIGH POINT	(336)885-8621
353 E. MAIN ST, SYLVA	(828)586-0428	1610 COTTON GROVE RD, LEXINGTON	(336)237-0576
526 3RD STREET, TAYLORSVILLE	(828)632-3889	1000 AERIAL CENTER PARKWAY, MORRISVILLE	(919)481-3650
1380 MOUNT JEFFERSON ROAD, W. JEFFERSON	(336)246-2594	1029 HIGH POINT STREET, RANDLEMAN	(336)498-1466
1000 KEMBLE ST, WAXHAW	(0)-	1 CLONIGER DR., THOMASVILLE	(336)472-2262
551 RUSS AVE., WAYNESVILLE	(828)452-2767	<b>NORTH DAKOTA</b>	
39 FAIRFIELD APPROACH DRIVE, WEAVERVILLE	(828)484-9522	<b>WENDYS OF COLORADO SPRINGS, INC. (CO CORP.), RICHARD W. HOLLAND</b>	
<b>PILOT TRAVEL CENTERS LLC (DE LIMITED LIABILITY COMPANY)</b>		900 EAST BISMARCK EXPRESSWAY, BISMARCK	(701)224-8304
801 NC HWY 211 E, CANDOR	(910)974-4983	3120 N. 14TH ST., BISMARCK	(701)222-8889
1044 JIMMY KERR ROAD, HAW RIVER	(336)578-9940	4430 18TH AVENUE SW, FARGO	(701)433-0651
907 KNOX ROAD, MCLEANSVILLE	(336)698-9445	3111 13TH AVE SW, FARGO	(701)239-0356
1018 CHARLOTTE HWY, TROUTMAN	(704)528-5825	1519 S. BROADWAY, MINOT	(701)852-2651
<b>SB&amp;J ENTERPRISES, INC., RHONDA P. JOHNSON, Z. SUE JOHNSON, Z. YOLANDA JOHNSON</b>		<b>WENTANA EAST, LLC, PETER B. NISBET</b>	
5501 BIRMINGHAM PKWY, CHARLOTTE	(704)359-9214	325 19TH ST W, DICKINSON	(701)483-9511
<b>SUPERIOR RESTAURANT GROUP OF NORTH CAROLINA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW</b>		<b>WRT, INC.</b>	
147 NC HIGHWAY 801 N, ADVANCE	(743)444-4303	1503 S WASHINGTON, GRAND FORKS	(701)772-6536
1429 LEWISVILLE - CLEMMONS RD, CLEMMONS	(336)712-2455	3760 32ND AVE. SOUTH, GRAND FORKS	(701)738-8187
6400 SESSIONS CT, CLEMMONS	(336)766-8417		
3107 SHANNON ROAD, DURHAM	(919)493-4115		
3527 HILLSBOROUGH RD., DURHAM	(919)383-6794		
3814 N. DUKE STREET, DURHAM	(919)471-3401		
910 MARTIN LUTHER KING PARKWAY, DURHAM	(919)572-2838		
3103 SANDS DRIVE, GREENSBORO	(336)621-0450		
913 SUMMIT AVENUE, GREENSBORO	(336)373-0900		
3710 BATTLEGROUND PLAZA, GREENSBORO	(336)545-3235		
2517 BATTLEGROUND AVE, GREENSBORO	(336)288-7992		

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<b>OHIO</b>		
<b>WENDYS OLD FASHIONED HAMBURGERS</b>		
3660 GENDER ROAD,CANAL WINCHESTER	(614)837-6907	
6250 PRENTISS SCHOOL ROAD,CANAL	(614)834-7901	
8585 LYRA DRIVE,COLUMBUS	(614)781-0741	
5026 N. HIGH STREET,COLUMBUS	(614)846-1728	
5505 WEST BROAD STREET,COLUMBUS	(614)853-2754	
666 E FIFTH AVE,COLUMBUS	(614)291-4388	
6740 E BROAD STREET,COLUMBUS	(614)864-6007	
7170 SAWMILL RD.,COLUMBUS	(614)764-1618	
739 BETHEL ROAD,COLUMBUS	(614)451-8504	
819 N NELSON ROAD,COLUMBUS	(614)252-6453	
3592 N. HIGH STREET,COLUMBUS	(614)268-3149	
799 S. HIGH STREET,COLUMBUS	(614)444-5122	
1600 GEORGESVILLE SQUARE DR,COLUMBUS	(614)851-1528	
4989 RENNER ROAD,COLUMBUS	(614)870-5177	
1100 DUBLIN ROAD,COLUMBUS	(614)488-2963	
4381 REFUGEE ROAD,COLUMBUS	(614)861-4305	
1851 W. HENDERSON ROAD,COLUMBUS	(614)273-0082	
2133 E. LIVINGSTON AVE.,COLUMBUS	(614)235-4693	
2330 WESTBROOK DR,COLUMBUS	(614)876-3674	
2626 BETHEL ROAD,COLUMBUS	(614)538-0822	
3090 E MAIN ST,COLUMBUS	(614)237-0775	
3545 S. HIGH STREET,COLUMBUS	(614)491-3536	
1054 E. BROAD ST.,COLUMBUS	(614)251-8461	
4555 W. DUBLIN GRANVILLE ROAD,DUBLIN	(614)799-2347	
5047 TUTTLE CROSSING BLVD,DUBLIN	(614)798-0033	
6850 HOSPITAL DRIVE,DUBLIN	(614)792-7466	
1920 STRINGTOWN ROAD,GROVE CITY	(614)875-1818	
3065 LONDON-GROVEPORT ROAD,GROVE CITY	(614)277-0251	
3445 BROADWAY,GROVE CITY	(614)871-5695	
3996 SOUTH HAMILTON ROAD,GROVEPORT	(614)836-7321	
5900 GROVEPORT RD,GROVEPORT	(614)491-8146	
911 HEBRON RD.,HEATH	(220)272-2549	
2516 HILLIARD ROME RD,HILLIARD	(614)850-9680	
4245 CEMETERY RD,HILLIARD	(614)771-0545	
708 COSHOCTON ST.,JOHNSTOWN	(740)967-0978	
1105 WEST FIFTH STREET,MARYSVILLE	(937)644-0551	
15701 US HIGHWAY 36,MARYSVILLE	(937)644-2929	
7400 FODOR ROAD,NEW ALBANY	(614)855-5101	
5091 ALUM CREEK DRIVE,OBETZ	(614)497-1442	
7851 REFUGEE RD. NW,PICKERINGTON	(614)834-8632	
1085 HILL ROAD NORTH,PICKERINGTON	(614)863-4716	
1350 CREEKSIDE LANE,PICKERINGTON	(614)866-4505	
7310 SR 161,PLAIN CITY	(614)733-0679	
4003 POWELL ROAD,POWELL	(614)336-8780	
5051 ASHVILLE ROAD,S.BLOOMFIELD	(740)983-2808	
6195 GLICK RD.,SHAWNEE HILLS	(614)889-7471	
7272 EAST STATE RT 37,SUNBURY	(740)548-4016	
3040 NORTHWEST BLVD.,UPPER ARLINGTON	(614)459-2370	
589 S. STATE STREET,WESTERVILLE	(614)891-9496	
5771 MAXTOWN ROAD,WESTERVILLE	(614)891-9738	
4595 EAST MAIN STREET,WHITEHALL	(614)863-9276	
<b>535 WEST MARKET S-GROUP, INC. (OH CORP.), JOHN STOCK</b>		
1080 WEST MCPHERSON HWY,CLYDE	(419)547-8782	
1436 OAK HARBOUR,FREMONT	(419)332-8926	
200 HARDING WAY WEST,GALION	(419)462-5003	
600 RYE BEACH ROAD,HURON	(419)433-2849	
210 E PERRY STREET,PORT CLINTON	(419)734-6095	
324 W. PERKINS AV.,SANDUSKY	(419)626-3905	
4209 MILAN ROAD,SANDUSKY	(419)625-7964	
535 WEST MARKET ST.,TIFFIN	(419)447-5271	
4372 LIBERTY AVE,VERMILION	(440)967-8400	
<b>ABBEY S-GROUP, INC. (OH CORP.), BECKI J. STOCK, JOHN STOCK</b>		
104 COMMERCE DR,ANNA	(937)394-7761	
1221 EAST ASH STREET,PIQUA	(937)773-0087	
1326 WEST MICHIGAN STREET,SIDNEY	(937)492-5696	
305 W COLUMBIA,SPRINGFIELD	(937)325-1833	
1725 RIDGE ROAD,SPRINGFIELD	(937)505-7661	
2214 N. LIMESTONE,SPRINGFIELD	(937)390-2330	
2411 E. MAIN STREET,SPRINGFIELD	(937)323-4193	
<b>AVI FOODSYSTEMS, INC. (OH CORP.)</b>		
1 UNIVERSITY PLAZA,YOUNGSTOWN	(330)743-2953	
<b>BASEC MANAGEMENT, INC. (OH CORP.), CHRISTOPHER LANE, EMILY LANE</b>		
1833 W. STATE ST.,ALLIANCE	(330)821-4338	
11031 FAIROAKS BOULEVARD NE,BOLIVAR	(330)874-3145	
519 CANTON ROAD,CARROLLTON	(330)627-2104	
1051 N TUSCARAWAS AVE,DOVER	(330)364-0073	
1412 4TH ST NW,NEW PHILADELPHIA	(330)364-5991	
110 MORRIS XING,NEWCOMERSTOWN	(740)498-4327	
1705 JARED DRIVE,UHRICHSVILLE	(740)922-2196	
<b>BETTER FOOD SYSTEMS, INC. (OH CORP.)</b>		
700 SOUTH MAIN,BELLEFONTAINE	(937)593-3377	
544 EAST MARKET,CELINA	(419)586-6800	
1819 E. 2ND ST.,DEFIANCE	(419)782-0603	
500 TIFFIN AVE.,FINDLAY	(419)423-7532	
740 TRENTON AVE.,FINDLAY	(419)422-8683	
501 N. WAGNER AVE.,GREENVILLE	(937)548-6006	
200 SOUTH DETROIT ST.,KENTON	(419)673-0055	
734 SCIOTO ST.,URBANA	(937)652-1104	
1411 BELLEFONTAINE ST.,WAPAKONETA	(419)738-9383	
<b>BG MAIN, LTD. (OH LIMITED LIABILITY COMPANY)</b>		
1094 S. MAIN ST,BOWLING GREEN	(419)352-0083	
<b>BG WOOSTER, LTD. (OH LIMITED LIABILITY COMPANY)</b>		
1504 WOOSTER ST,BOWLING GREEN	(419)352-8807	
<b>CANTON S-GROUP, LTD.(OH LIMITED LIABILITY COMPANY), BECKI J. STOCK, JOHN STOCK</b>		
5017 WEST TUSCARAWAS STREET,CANTON	(330)479-1061	
1110 MARKET AVENUE N,CANTON	(330)452-2931	
1301 30TH STREET NW,CANTON	(330)492-3044	
3217 WHIPPLE AVE NW,CANTON	(330)493-7509	
4040 GREENTREE AVENUE S.W.,CANTON	(330)484-2619	
4699 EVERHARD RD. NW,CANTON	(330)492-3722	
915 N CHAPEL ST,LOUISVILLE	(330)575-2756	
50 MASSILLON MARKET PLACE DR.,MASSILLON	(330)830-9771	
1801 LINCOLN WAY E,MASSILLON	(330)833-2645	
4773 PORTAGE STREET NW,N.CANTON	(330)499-0636	
6501 MARKET AVE. NORTH,N.CANTON	(330)244-9193	
<b>CROSS COMPASS, LTD.(OH LIMITED LIABILITY COMPANY), REBECCA L. WILLIAMS</b>		
27240 CROSSROADS PARKWAY,ROSSFORD	(419)872-2552	
<b>DIXON MANAGEMENT ANDERSON, INC.</b>		
8660 BEECHMONT AVE,CINCINNATI	(513)388-0033	
<b>DIXON MANAGEMENT BYPASS, INC. (OH CORP.)</b>		
1091 STATE ROUTE 28,MILFORD	(513)248-8233	
<b>DIXON MANAGEMENT LOVELAND, INC. (OH CORP.)</b>		
10601 LOVELAND-MADEIRA RD,LOVELAND	(513)677-0049	
<b>DIXON MANAGEMENT MONTGOMERY, INC. (OH CORP.)</b>		
10765 MONTGOMERY RD,CINCINNATI	(513)530-0163	
<b>DIXON MANAGEMENT PARKWAY, INC. (OH CORP.)</b>		
75 RIVERS EDGE,MILFORD	(513)965-0583	
<b>GARY J. MASTER</b>		
12000 BUCKEYE RD,CLEVELAND	(216)561-0444	
3735 PEARL ROAD,CLEVELAND	(216)741-1990	
6330 BROOKPARK RD,CLEVELAND	(216)661-6636	
8104 BROADWAY,CLEVELAND	(216)883-1990	
4037 MAYFIELD ROAD,S.EUCLID	(216)291-4242	
<b>HAZA FOODS OF NORTHEAST, LLC (DE LLC)</b>		
200 WEST MAIN STREET,AMELIA	(513)904-6030	
604 NORTH LEVITT,AMHERST	(440)985-1680	
1040 PROSPECT ROAD,ASHTABULA	(440)998-1223	
2108 JAMES E SAUL DR,BATAVIA	(513)457-5684	
1146 MARIAN DRIVE,BATAVIA	(513)718-2845	
621 W. PLANE ST.,BETHEL	(513)734-0794	
3640 HARRISON AVE.,CHEVIOT	(513)429-7637	
5066 DELHI PIKE,CINCINNATI	(513)898-3343	
855 WILLIAM HOWARD TAFT ROAD,CINCINNATI	(513)751-1334	
8240 VINE STREET,CINCINNATI	(513)821-3038	
10775 READING ROAD,CINCINNATI	(513)769-6789	
8234 COLERAIN AVE,CINCINNATI	(513)813-4293	
912 WEST GALBRAITH ROAD,CINCINNATI	(513)906-8694	
7289 KENWOOD RD.,CINCINNATI	(513)253-0598	
6243 GLENWAY AVE.,CINCINNATI	(513)813-4296	
5460 NORTH BEND ROAD,CINCINNATI	(513)426-7928	
5330 RIDGE AVE.,CINCINNATI	(513)206-8559	
4559 EASTGATE BLVD.,CINCINNATI	(513)752-9225	
3994 RED BANK ROAD,CINCINNATI	(513)904-6998	
2238 BEECHMONT AVE,CINCINNATI	(513)906-8695	
2230 NORTHLAND BLVD,CINCINNATI	(513)429-7531	
1246 HOPPLE STREET,CINCINNATI	(513)681-0500	
11007 REED HARTMAN HWY,CINCINNATI	(513)253-0768	
10152 COLERAIN AVENUE,CINCINNATI	(513)253-0858	
1015 GEST STREET,CINCINNATI	(513)241-2458	
11898 CHASE PLZ,CINCINNATI	(513)851-1502	
5815 ST. CLAIR AVE.,CLEVELAND	(216)881-1990	
4602 NORTHFIELD ROAD,CLEVELAND	(216)332-0485	
14015 LORAIN AVE.,CLEVELAND	(216)252-1990	
1331 W. 117TH STREET,CLEVELAND	(216)521-6211	
2937 LORAIN RD.,CLEVELAND	(216)651-4666	
13246 CEDAR ROAD,CLEVELAND HTS.	(216)502-3404	
5200 ABBE ROAD,ELYRIA	(440)934-7666	
525 CLEVELAND ST.,ELYRIA	(440)365-8805	
558 GRISWOLD,ELYRIA	(440)324-6640	
250 E. 222ND STREET,EUCLID	(216)731-8821	
7311 DIXIE HWY,FAIRFIELD	(513)795-8962	
5251 TURNER ROAD,GARFIELD HTS.	(216)662-1685	
1782 SOUTH BROADWAY,GENEVA	(440)466-0977	

## EXHIBIT S-1 Operating Outlets By State

3802 HAMILTON-CLEVES RD,HAMILTON	(513)279-4047	OXFORD WATERTOWER, INC. (OH CORP.), BERNARD J. RUMPKE,	
900 N HIGH ST,HILLSBORO	(937)402-2598	CHRISTOPHER M. ROBBRO	
6899 ROCKSIDE ROAD,INDEPENDENCE	(216)520-0566	5142 COLLEGE CORNER PIKE,OXFORD	(513)523-3190
9537 MANGHAM DRIVE,LINCOLN HTS.	(513)488-1159	PERTORIA, INC. (OH CORP.), REBECCA L. WILLIAMS	
1410 COLORADO AVE,LORAIN	(440)288-0910	1104 COUNTYLINE ST,FOSTORIA	(419)435-6485
3988 STATE ROUTE 22 3,LOVELAND	(513)274-9667	26630 DIXIE HIGHWAY,PERRYSBURG	(419)872-2523
54 E. GRANDIN RD.,MAINEVILLE	(513)583-5971	PILOT TRAVEL CENTERS LLC (DE LIMITED LIABILITY COMPANY)	
5360 WARRENSVILLE CENTER ROAD,MAPLE HTS.	(216)332-0156	10048 AVON LAKE ROAD,BURBANK	(330)948-4574
1155 READING ROAD,MASON	(513)234-4588	3600 INTERCHANGE ROAD,COLUMBUS	(614)308-9672
5316 KINGS ISLAND DRIVE,MASON	(513)336-6159	3140 OH-350,LEBANON	(513)933-0315
8200 ARBOR SQUARE DR.,MASON	(513)234-4037	5219 BRECKSVILLE RD,RICHFIELD	(330)659-2010
9812 ESCORT DRIVE,MASON	(513)716-1979	PRIMARY AIM, LLC (OH LIMITED LIABILITY)	
1374 SOM CENTER,MAYFIELD HTS.	(440)461-7718	910 EAST MAIN STREET,BARNESVILLE	(740)425-1425
15170 E. BAGLEY,MIDDLEBURG HTS.	(440)885-4980	10281 HEBRON RD,BUCKEYE LAKE	(740)928-4500
201 STERLING RUN BLVD.,MT.ORAB	(937)483-4485	636 LINCOLN,CADIZ	(740)942-3096
26650 LORAIN RD,N.OLMSTED	(440)777-7171	1708 SOUTHGATE PKWY,CAMBRIDGE	(740)439-5455
34323 CENTER RIDGE,N.RIDGEVILLE	(440)327-2113	2180 E. WHEELING AVENUE,CAMBRIDGE	(740)432-8195
3478 RIVER HILLS DRIVE,NEWTOWN	(513)271-6692	102 N BRIDGE ST.,CHILLICOTHE	(740)772-4336
4474 MONTGOMERY ROAD,NORWOOD	(513)904-6995	1137 E. MAIN STREET,CHILLICOTHE	(740)775-0956
23050 BROADWAY,OAKWOOD VILLAGE	(440)232-9009	1490 N BRIDGE ST,CHILLICOTHE	(740)851-4604
27400 CHAGRIN BLVD.,ORANGE	(216)292-3852	15957 ST RT 170,E.LIVERPOOL	(330)385-6198
6970 RIDGE ROAD,PARMA	(440)843-7717	1121 MEMORIAL DR,LANCASTER	(740)653-0904
6530 PEARL ROAD,PARMA HTS.	(440)991-1075	1200 E.MAIN ST,LANCASTER	(740)654-1930
820 RICHMOND RD,RICHMOND HTS.	(216)291-2525	402 AETNA STREET,MARTINS FERRY	(740)633-1976
21250 CENTER RIDGE RD.,ROCKY RIVER	(440)333-4377	560 CARROLL ST.,NEW LEXINGTON	(740)342-4860
3516 WARRENSVILLE CENTER ROAD,SHAKER	(216)553-4192	2388 E STATE STREET,SALEM	(330)332-1304
11960 LEBANON ROAD,SHARONVILLE	(513)904-6015	50707 VALLEY FRONTAGE ROAD,ST.CLAIRSVILLE	(740)695-0018
34165 AURORA ROAD,SOLON	(440)991-1273	2206 SUNSET BLVD.,STUEBENVILLE	(740)264-0596
4910 VINE ST,ST.BERNARD	(513)242-6074	100 MAIN STREET,WINTERSVILLE	(740)264-5044
14944 PEARL RD,STRONGSVILLE	(440)238-6690	4965 EAST PIKE,ZANESVILLE	(740)452-8002
5909 MULHAUSER ROAD,W.CHESTER	(513)874-3134	3111 MAPLE AVE,ZANESVILLE	(740)452-8380
8342 PRINCETON GLENDALE RD,W.CHESTER	(513)275-1764	214 UNDERWOOD STREET,ZANESVILLE	(740)452-7076
29778 DETROIT ROAD,WESTLAKE	(440)892-8946	2027 MAYSVILLE AVE.,ZANESVILLE	(740)453-0000
HOLLAND-BUERK ENTERPRISES, INC. (OH CORP.), RICHARD W. HOLLAND		RICHLAND COUNTY FOODS, INC. (OH CORP.), THOMAS A. HENNINGS,	
1120 EAST HIGH STREET,BRYAN	(419)636-3027	WILLIAM M. HENNINGS	
607 WOOD DRIVE,NAPOLEON	(419)592-6363	1372 LEXINGTON AVENUE,MANSFIELD	(419)774-9767
1442 SHOOP AVENUE,WAUSEON	(419)335-7707	2450 POSSUM RUN RD,MANSFIELD	(419)756-8520
J.A.G.S., INC. (OH CORP.), AARON THOMAS SCHMIDT, D. SCOTT SCHMIDT,		653 N LEXINGTON SPRINGMILL RD,MANSFIELD	(419)529-6464
D. SCOTT SCHMIDT, in his capacity as Trustee		1145 ASHLAND RD.,MANSFIELD	(419)589-9002
201 MARION PIKE,COAL GROVE	(740)533-3000	SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA	
100 N 4TH ST,IRONTON	(740)533-0179	3220 DAYTON-XENIA RD.,BEAVERCREEK	(937)412-2170
480 E MAIN STREET,JACKSON	(740)286-6221	510 UPPER LEWISBURG,BROOKVILLE	(937)683-4041
10690 STATE ROUTE 23,LUCASVILLE	(740)259-2700	1019 SOUTH MAIN STREET,CENTERVILLE	(937)306-7431
2528 GALLIA STREET,PORTSMOUTH	(740)354-1313	6199 WILMINGTON PIKE,CENTERVILLE	(937)412-2158
2910 SCIOTO TRAIL,PORTSMOUTH	(740)353-2949	7200 HOKE ROAD,CLAYTON	(937)412-2156
11123 US ROUTE 41,W.UNION	(937)544-4646	3420 SALEM AVENUE,DAYTON	(937)679-4176
400 E EMMITT AVE,WAVERLY	(740)947-4000	7435 BRANDT PIKE,DAYTON	(937)306-7856
822 SOUTH PENNSYLVANIA AVENUE,WELLSTON	(740)384-3373	4997 NORTH MAIN STREET,DAYTON	(937)204-1594
316 CENTER ST,WHEELERSBURG	(740)574-8188	4873 AIRWAY ROAD,DAYTON	(937)502-4268
JBS FOODS, INC. (OH CORP.), CATHY M. ETHERIDGE, CHARLES T. ETHERIDGE		2948 MIAMISBURG CENTERVILLE RD,DAYTON	(937)306-7428
88 MILLER DRIVE,SUNBURY	(740)965-4446	4465 INDIAN RIPPLE ROAD,DAYTON	(937)458-0082
JBS FOODS, INC. (OH CORP.), CHARLES T. ETHERIDGE		2311 NEEDMORE ROAD,DAYTON	(937)401-8660
6148 ST. RT. 95,MT.GILEAD	(419)768-3939	2120 EDWIN C. MOSES,DAYTON	(937)222-1255
LANCHECK, LLC (OH LIMITED LIABILITY COMPANY), GARY A. ROZANCZYK,		1880 EAST DOROTHY LANE,DAYTON	(937)502-4270
SGR RESTAURANTS, LLC (OH LIMITED LIABILITY COMPANY), SUSAN RA		1780 WOODMAN DRIVE,DAYTON	(937)965-0750
1490 N. CASSADY AVE,COLUMBUS	(614)478-2686	1507 WAYNE AVENUE,DAYTON	(937)502-4262
2061 E. DUBLIN-GRANVILLE,COLUMBUS	(614)846-1799	2944 HARSHMAN ROAD,DAYTON	(937)412-2157
3906 MORSE ROAD,COLUMBUS	(614)478-1502	1521 NORTH BARRON STREET,EATON	(937)683-4047
5970 N HAMILTON RD,COLUMBUS	(614)775-6495	606 SOUTH MAIN STREET,ENGLEWOOD	(937)771-6478
1309 N HAMILTON ROAD,GAHANNA	(614)478-7797	1235 EAST DAYTON YELLOW SPRINGS	(937)412-0057
77 GRANVILLE STREET,GAHANNA	(614)475-4138	3084 COLONEL GLENN HWY,FAIRBORN	(937)458-3880
6781 E. MAIN STREET,REYNOLDSBURG	(614)868-9913	393 NORTH BROAD STREET,FAIRBORN	(937)412-0100
MEDINA COUNTY FOODS, INC. (OH CORP.), THOMAS A. HENNINGS,		6805 FRANKLIN-LEBANON ROAD,FRANKLIN	(937)743-1274
WILLIAM M. HENNINGS		8201 ST. RT. 235,HUBER HTS.	(937)878-7314
3309 CENTER ROAD,BRUNSWICK	(330)225-3979	4003 WILMINGTON PIKE,KETTERING	(937)329-9965
970 STATE RT 97,LEXINGTON	(419)886-3553	220 SOUTH HEINCKE ROAD,MIAMISBURG	(937)353-7078
3067 MEDINA ROAD,MEDINA	(330)722-8422	3190 TOWNE BLVD,MIDDLETOWN	(513)422-8020
933 NORTH COURT ST.,MEDINA	(330)722-7600	1265 HAMILTON-LEBANON RD.,MONROE	(513)539-6955
125 GREAT OAK TRL,WADSWORTH	(330)331-4970	3001 SOUTH DIXIE DRIVE,MORAIN	(937)401-8665
MID-OHIO RESTAURANT MANAGEMENT III, INC. (OH CORP.),		890 W CENTRAL AVENUE,SPRINGBORO	(937)746-7686
JAMES R. HARRIS, JR., STEPHANIE GOODRICH-HARRIS		3 WELER DRIVE,TIPP CITY	(937)552-2462
380 RICHLAND AVE,ATHENS	(740)592-2545	825 W MAIN STREET,TROY	(937)552-2430
930 EAST STATE ST.,ATHENS	(740)594-7995	1300 ARCHER DRIVE,TROY	(937)552-2459
4410 COONPATH ROAD,CARROLL	(740)756-7625	383 E NATIONAL ROAD,VANDALIA	(937)552-2629
170 E. BOWEN ST.,LOGAN	(740)385-4894	731 EAST CENTRAL AVENUE,W.CARROLLTON	(937)353-7084
NEW WEN, INC. (OH CORP.), MICHAEL L. SIMMERMAN		T & C FOODS, INC. (OH CORP.)	
530 HEBRON RD,HEATH	(740)522-6411	185 SOUTH SANDUSKY STREET,DELAWARE	(740)369-3332
10 S.SECOND ST,NEWARK	(740)345-3240	1850 COLUMBUS PIKE,DELAWARE	(740)369-7301
1415 N.21ST ST,NEWARK	(740)366-3707	2065 HIGHWAY 23 NORTH,DELAWARE	(740)362-0506
204 CHERRY VALLEY RD NE,NEWARK	(740)587-1305	1308 DELAWARE AVE,MARION	(740)387-7705
55 DAYTON ROAD,NEWARK	(740)349-7585	1165 MOUNT VERNON,MARION	(740)389-5657
45 EAST BROAD STREET,PATASKALA	(740)927-2514	522 SOUTH MAIN STREET,MT.VERNON	(740)397-3440
OREGON NORTH, LTD. (OH LIMITED LIABILITY COMPANY)		994 COSHOCTON AVENUE,MT.VERNON	(740)397-3407
2907 NAVARRE AVE,OREGON	(419)698-5206		

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<b>THEOBALD MANAGEMENT, INC. (IN CORP.), CHARLES H. THEOBALD, III,</b>		2050 HARDING HWY,LIMA	(419)227-0330
<b>SAUNDRA R. THEOBALD</b>		1518 S. WASHINGTON,MILLERSBURG	(330)674-2921
11400 DALLAS BOULEVARD,CINCINNATI		440 SOUTH WASHINGTON ST,NEW BREMEN	(419)629-1339
6505 HARRISON AVENUE,CINCINNATI		181 MILAN AVE.,NORWALK	(419)668-7978
10940 NEW HAVEN,HARRISON		46048 US-20,OBERLIN	(440)574-5000
6330 ST RT 128,MIAMITOWN		1716 NORTH PERRY STREET,OTTAWA	(419)523-0030
<b>THOMAS 5 LIMITED (OH LIMITED LIABILITY COMPANY)</b>		166 MANSFIELD ROAD,SHELBY	(419)347-3341
27 S RACCOON RD,AUSTINTOWN		1750 E.WYANDOT,UPPER SANDUSKY	(419)294-3077
5551 INTER-STATE BLVD,AUSTINTOWN		114 E WALTON ST,WILLARD	(419)933-2410
433 BOARDMAN-POLAND RD.,BOARDMAN		321 BEALL AVE.,WOOSTER	(330)262-4777
4161 BOARDMAN CANFIELD ROAD,CANFIELD		3828 BURBANK ROAD,WOOSTER	(330)345-8119
436 CENTER STREET,CHARDON		<b>WENDAVON, INC., JOHN F. WILLSE, THOMAS A. HENNINGS, TRACI H.</b>	
450 W 10TH AVE,COLUMBUS		1487 CENTER ROAD,AVON	(440)937-8180
8450 N HIGH ST,COLUMBUS		<b>WENDMIDDLE, LLC (OH LIMITED LIABILITY COMPANY), JEFFREY J. COGHLAN,</b>	
6030 BUSCH BLVD.,COLUMBUS		<b>LEWIS E. TOPPER, NORMAN BOBROW</b>	
3455 N. CLEVELAND AVE.,COLUMBUS		4730 DIXIE HIGHWAY,FAIRFIELD	(513)829-1938
3055 SULLIVANT AVE.,COLUMBUS		32 N. BROOKWOOD DRIVE,HAMILTON	(513)863-8122
2126 MORSE RD.,COLUMBUS		816 N HIGH STREET,HAMILTON	(513)863-0627
2004 N. HIGH STREET,COLUMBUS		3213 PRINCETON ROAD,INDIAN SPRINGS	(513)892-4100
1483 OLENTANGY RIVER RD.,COLUMBUS		4241 HAMILTON MIDDLETOWN RD,LIBERTY TWP	(513)737-9934
1460 HARRISBURG PIKE,COLUMBUS		1312 S. BREIEL BLVD,MIDDLETOWN	(513)422-2543
685 E HUDSON,COLUMBUS		2131 N VERITY PARKWAY,MIDDLETOWN	(513)423-5231
8655 COLUMBUS PIKE,LEWIS CENTER		7436 TYLERSVILLE ROAD,W.CHESTER	(513)777-0731
6598 N RIDGE RD,MADISON		8324 CINCINNATI-DAYTON ROAD,W.CHESTER	(513)779-6516
6866 CENTER STREET,MENTOR		<b>WENDPARK, LLC (OH LLC), BILLY RAY BLACKBURN, KIMBERLY L. BLACKBURN</b>	
5985 ANDREWS RD,MENTOR ON THE LAKE		1215 WASHINGTON BLVD.,BELPRE	(740)423-8835
5711 YOUNGSTOWN-WARREN,NILES		105 PIKE STREET,MARIETTA	(740)373-8669
1550 MENTOR AVE.,PAINESVILLE		283 MUSKINGUM DRIVE,MARIETTA	(740)373-1108
8541 SOUTH AVENUE,POLAND		550 EAST MAIN STREET,POMEROY	(740)992-0013
2033 WALMART DRIVE NE,WARREN		<b>WENDSCHMIDT OH, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT</b>	
5855 SOM CENTER,WILLOUGHBY		1465 S COURT ST,CIRCLEVILLE	(740)477-2001
32601 VINE ST.,WILLOWICK		390 SILVER BRIDGE PLAZA,GALLIPOLIS	(740)446-2199
1500 WORTHINGTON WOODS BLVD,WORTHINGTON		12498 US HIGHWAY 35 NW,JEFFERSONVILLE	(740)948-2600
4001 BELMONT AVENUE,YOUNGSTOWN		10060 CARR RD,JEFFERSONVILLE	(740)426-6656
4101 SOUTH MARKET STREET,YOUNGSTOWN		544 EAST MAIN STREET,LEBANON	(513)932-9260
<b>WEN OHIO, LLC (MI limited liability company)</b>		262 LAFAYETTE ST,LONDON	(740)852-2253
6525 AIRPORT HIGHWAY,HOLLAND		819 US HIGHWAY 42 NE,LONDON	(740)852-3246
590 W DUSSEL DRIVE,MAUMEE		120 STATE STREET,PROCTORVILLE	(740)886-2803
914 CONANT STREET,MAUMEE		380 COUNTY RD 410,S.POINT	(740)894-3499
1003 BUCK ROAD,ROSSFORD		530 CLINTON AVENUE,WASHINGTON C.H.	(740)636-0448
14180 AIRPORT HIGHWAY,SWANTON		50 ROBERTS ROAD,WILMINGTON	(937)283-9374
5802 MONROE STREET,SYLVANIA		1055 ROMBACK,WILMINGTON	(937)382-1340
3465 STICKNEY AVENUE,TOLEDO		363 WEST MAIN ST,XENIA	(937)372-9535
5560 W. CENTRAL AVENUE,TOLEDO			
7351 W CENTRAL,TOLEDO		<b>OKLAHOMA</b>	
4277 MONROE STREET,TOLEDO		<b>333 EXTRA CHEESE, LLC (OK LIMITED LIABILIT), ANDREW GELLER,</b>	
1859 LASKEY ROAD,TOLEDO		<b>JATINDER KUMAR, PRAKASH GUPTA, SALVADOR GONZALEZ, THE GELLER</b>	
1410 EAST ALEXIS,TOLEDO		7501 CHOCTAW ROAD,CHOCTAW	(405)638-3015
108 E. MAIN STREET,TOLEDO		<b>333 PENN BURGERS, LLC, ANDREW GELLER, DANIEL A. POGANSKI,</b>	
5166 AIRPORT HIGHWAY,TOLEDO		<b>JAMES MOLINARO, PRAKASH GUPTA</b>	
3124 MONROE STREET,TOLEDO		3251 S CLASSEN BLVD,NORMAN	(0)-
<b>WENCO AKRON, LLC (DE LIMITED LIABILITY COMPANY), STEVEN C. DONELSON,</b>		<b>333 PURCELL, LLC, ANDREW GELLER, JAMES MOLINARO, JATINDER KUMAR,</b>	
<b>ZANE GROSS, JR.</b>		<b>PRAKASH GUPTA</b>	
275 E MARKET ST,AKRON		501 S EASTERN AVE,ELK CITY	(580)303-4136
3193 MANCHESTER ROAD,AKRON		2205 STATE HIGHWAY 74,PURCELL	(405)294-9124
2060 MOGADORE ROAD,AKRON		<b>COTTI FOODS MIDWEST, INC.</b>	
1521 S. ARLINGTON ST.,AKRON		3425 E FRANK PHILLIPS BLVD,BARTLESVILLE	(918)331-9931
1266 CANTON RD,AKRON		1101 N. 23RD STREET,BROKEN ARROW	(918)398-9090
3239 S. ARLINGTON ROAD,AKRON		4703 S. ELM PLACE,BROKEN ARROW	(918)398-0117
215 BARRINGTON TOWNE SQUARE,AURORA		2021 S CHEROKEE,CATOOSA	(918)266-4190
460 HOWE AVENUE,CUYAHOGA FALLS		1301 W WILL ROGERS BLVD,CLAREMORE	(918)923-3540
126 FLIGHT MEMORIAL DRIVE,FAIRLAWN		331 S. 32ND STREET,MUSKOGEE	(918)684-3269
915 W. MAPLE STREET,HARTVILLE		7591 OWASSO EXPRESSWAY,OWASSO	(918)376-1994
4244 STATE ROUTE 43,KENT		104 ADAMS RD,SAND SPRINGS	(918)245-3875
515 E. MAIN STREET,KENT		3341 E. 31ST STREET,TULSA	(918)712-5367
3178 GREENWICH RD,NORTON		8009 S. MEMORIAL DRIVE,TULSA	(918)398-8001
4151 LYNN RD,RAVENNA		1905 E. 21ST STREET,TULSA	(918)712-5326
988 MAIN STREET,RAVENNA		7221 E. ADMIRAL,TULSA	(918)835-6274
1051 W. GRAHAM STREET,STOW		1209 E. PINE ST.,TULSA	(918)398-0114
4305 KENT ROAD,STOW		11032 E. 71ST STREET,TULSA	(918)398-0990
5025 DARROW ROAD,STOW		10152 EAST 31ST SOUTH,TULSA	(918)660-0791
9717 STATE ROUTE 14,STREETSBORO		1403 E 71ST ST,TULSA	(918)488-8478
<b>WENCO INDIANA, LLC (DE limited liability company), STEVEN C. DONELSON,</b>		<b>PILOT TRAVEL CENTERS LLC (DE LIMITED LIABILITY COMPANY)</b>	
<b>ZANE GROSS, JR.</b>		302 W RAY FINE BLVD,ROLAND	(918)427-0876
660 EAST AURORA RD,MACEDONIA		<b>SRRG RESTAURANTS LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON</b>	
5740 BROADVIEW,PARMA		1101 S 4TH ST,CHICKASHA	(405)222-9271
2363 EAST AURORA ROAD,TWINSBURG		<b>STONEWALL ROAD RESTAURANT GROUP LLC, J. NICHOLAS RHOADS,</b>	
1234 S. SHANNON ST.,VAN WERT		<b>NATHAN HAMILTON</b>	
<b>WENCO WOOSTER, INC. (OH CORP.), STEVEN C. DONELSON, ZANE GROSS, JR.</b>		1045 15TH AVE. NW,ARDMORE	(580)226-2106
741 US HIGHWAY 250 E,ASHLAND		3798 N HWY 81,DUNCAN	(580)251-9639
414 CLAREMONT AVE,ASHLAND		1930 NW CACHE RD,LAWTON	(580)357-9753
426 W MAIN ST,BELLEVUE			
352 SR 103,BLUFFTON			
343 S SANDUSKY,BUCYRUS			
210 S. MILL ST.,DALTON			
2339 ELIDA ROAD,LIMA			

## EXHIBIT S-1 Operating Outlets By State

### WEN OKLAHOMA, LLC (OK LIMITED LIABILITY COMPANY)

14329 NE 23RD ST, CHOCTAW (405)445-5954  
 2420 WEST MAIN STREET, DURANT (580)634-2809  
 1012 S. BROADWAY, EDMOND (405)348-2632  
 3101 TERRITORY LANE, EL RENO (405)276-8005  
 1505 W OWEN K GARRIOTT ROAD, ENID (580)366-4195  
 500 S. GEORGE NIGH EXPRESSWAY, MCALESTER (918)429-1576  
 5715 SE 15TH STREET, MIDWEST CITY (405)458-8427  
 1300 NORTH MOORE RD, MOORE (405)378-4765  
 901 E HWY 152, MUSTANG (405)446-8695  
 3351 W. TECUMSEH RD., NORMAN (405)310-8357  
 1908 W. MAIN STREET, NORMAN (405)322-5704  
 3834 N. LINCOLN, OKLAHOMA CITY (405)525-3183  
 7716 NORTHWEST EXPRESSWAY, OKLAHOMA CITY (405)721-8929  
 705 S MACARTHUR BLVD, OKLAHOMA CITY (405)446-8651  
 4518 SOUTHEAST 29TH ST, OKLAHOMA CITY (405)446-8652  
 4501 NW 23RD ST, OKLAHOMA CITY (405)562-7301  
 3701 N. MAY AVE, OKLAHOMA CITY (405)947-0095  
 1420 S. MUSTANG ROAD, OKLAHOMA CITY (405)594-7872  
 13606 PENNSYLVANIA AVE., OKLAHOMA CITY (405)755-2990  
 13524 N. ROCKWELL AVE, OKLAHOMA CITY (405)446-8764  
 1128 NW 178TH STREET, OKLAHOMA CITY (405)938-1227  
 4501 S. WESTERN, OKLAHOMA CITY (405)446-8649  
 700 N. 1ST., PONCA CITY (580)762-6030  
 200 SHAWNEE MALL DR, SHAWNEE (405)432-4591  
 2401 N PERKINS RD, STILLWATER (405)338-7038  
 724 W. 6TH ST., STILLWATER (405)372-6161  
 1009 E MAIN ST, WEATHERFORD (580)297-2027  
 1170 GARTH BROOKS BLVD, YUKON (405)578-4042

### PENNSYLVANIA

**BRIAD WENCHEST, LLC (NV LLC)**  
 5601 CHESTNUT STREET, PHILADELPHIA (267)233-7330

**BRIAD WENCO, L.L.C. (NJ LIMITED LIABILITY COMPANY)**  
 3521 EGEDMONT AVENUE, BROOKHAVEN (610)872-7340  
 800 REED RD, BROOMALL (610)356-1358  
 555 WEST LANCASTER AVE., HAVERFORD (610)525-4462  
 733 HUNTINGDON PIKE, HUNTINGDON VALLEY (215)379-4342  
 5150 PENNELL ROAD, MEDIA (610)485-0711  
 259 CITY LINE AVE., MERION STATION (610)664-4079  
 2940 FOX STREET, PHILADELPHIA (215)221-0450  
 901 COTTMAN AVENUE, PHILADELPHIA (215)342-4636  
 7700 CITY LINE AVE, PHILADELPHIA (215)473-6040  
 700 E. HUNTING PARK, PHILADELPHIA (215)743-3931  
 6001 N. BROAD ST., PHILADELPHIA (215)276-8550  
 5901 RIDGE AVENUE, PHILADELPHIA (215)482-3130  
 5534 WAYNE AVENUE, PHILADELPHIA (215)438-2636  
 501 ADAMS AVE, PHILADELPHIA (267)343-7448  
 1515 CHESTNUT STREET, PHILADELPHIA (215)569-4087  
 3600 ARAMINGO AVENUE, PHILADELPHIA (215)537-4656  
 2441 W. CHELTENHAM AVENUE, PHILADELPHIA (215)887-8427  
 2340 OREGON AVE., PHILADELPHIA (215)755-1720  
 2301 COTTMAN AVENUE, PHILADELPHIA (215)708-0400  
 2130 S CHRISTOPHER COLUMBUS (215)336-2705  
 1708 N BROAD ST., PHILADELPHIA (215)236-0572  
 3000 ISLAND AVE, PHILADELPHIA (215)365-0753  
 115 STEWART AVENUE, RIDLEY (610)521-1241

**BRIAD WENCO, L.L.C. (NJ LIMITED LIABILITY COMPANY), BRADFORD L. HONIGFELD**  
 3100 CHICHESTER AVENUE, BOOTHWYN (610)485-0192  
 310 MACDADE BLVD, FOLSOM (610)461-2257  
 132 NORTH MACDADE, GLENOLDEN (610)522-0385  
 294 E. BALTIMORE PIKE, MEDIA (610)566-4566  
 2100 RED LION ROAD, PHILADELPHIA (215)677-2748  
 6900 WALNUT STREET, UPPER DARBY (610)352-3197

**BRISTOL WEN LLC, CHRISTINA GIORDANO, GASPAS GIORDANO**  
 3020 VETERANS HIGHWAY, BRISTOL (215)458-7226

**CDA FOODS, INC. (PA CORP.), ANTHONY ROMEO, ROBERT J. ROMEO**  
 2000 S. EAGLE ROAD, NEWTOWN (215)968-4579  
 813 EAST COUNTY LINE ROAD, WARMINSTER (215)396-7265  
 620 EASTON ROAD, WARRINGTON (215)491-4871

**CHILI MEAT LLC (DE LLC)**  
 6167 YORK ROAD, NEW OXFORD (717)624-2400

**CITISTORE, INC. (PA CORP.), MARY ELIZABETH HAYDEN-SCHWABE**  
 40 S CHURCH ST, HAZLETON (570)454-9658

**COLLEGEVILLE WEN LLC, CHRISTINA GIORDANO, GASPAS GIORDANO**  
 201 SECOND AVE, COLLEGEVILLE (610)454-1250

**CONSHOCKEN WEN, LLC, CHRISTINA GIORDANO, GASPAS GIORDANO**  
 1013 RIDGE PIKE, CONSHOCKEN (610)825-7825

**DOYLESTOWN WEN, LLC, CHRISTINA GIORDANO, GASPAS GIORDANO**  
 400 N. MAIN STREET, DOYLESTOWN (215)489-1001

**DRESHER WEN, LLC, CHRISTINA GIORDANO, GASPAS GIORDANO**  
 1710 LIMEKILN PIKE, DRESHER (215)641-0887

**EMPra SYSTEMS INCORPORATED (PA CORP.), ABIGAIL E. AHNERT, EMILY E. AHNERT, ROBERT M. AHNERT, II, WILLIAM PETER AHNERT, J**  
 4500 MILFORD ROAD, E. STROUDSBURG (570)223-1500  
 612 N. COURTLAND, E. STROUDSBURG (570)420-1700  
 103 HULST DR, MATAMORAS (570)491-2191  
 6696 SULLIVAN TRAIL, WIND GAP (610)863-6188

**EXTON WEN, LLC, CHRISTINA GIORDANO, GASPAS GIORDANO**  
 186 EAGLEVIEW BLVD., EXTON (610)363-7563

**GOLDEN EAGLE FOODS, INC. (PA CORP.), MICHAEL S. JONES**  
 1165 HARRISBURG PIKE, CARLISLE (717)240-0117  
 18 W LIGHTCAP RD, POTTSTOWN (610)970-3001

**HARRISBURG LIV BACON LLC (DE LLC)**  
 3465 SIMPSON FERRY ROAD, CAMP HILL (717)737-6521  
 3995 COLUMBIA AVE, COLUMBIA (717)285-9607  
 6 OLD MILL ROAD, DILLSBURG (717)432-8933  
 1660 SOUTH MARKET STREET, ELIZABETHTOWN (717)361-2856  
 601 ENOLA ROAD, ENOLA (717)732-5738  
 1075 S. STATE ST, EPHRATA (717)733-8450  
 6405 GRAYSON ROAD, HARRISBURG (717)561-0180  
 100 NORTH PROGRESS AVENUE, HARRISBURG (717)657-0404  
 2611 LINGLESTOWN ROAD, HARRISBURG (717)908-1212  
 3887 UNION DEPOSIT ROAD, HARRISBURG (717)564-1302  
 3925 NORTH FRONT STREET, HARRISBURG (717)238-6278  
 5103 JONESTOWN RD., HARRISBURG (717)541-0232  
 615 PARK AVENUE, HERSHEY (717)312-1126  
 625 E MAIN ST, HUMMELSTOWN (717)566-3188  
 2 EVEREST LANE, JONESTOWN (717)865-7694  
 1117 HARRISBURG PIKE, LANCASTER (717)393-1065  
 2347 LINCOLN HWY E., LANCASTER (717)291-9211  
 1490 EAST LEHMAN STREET, LEBANON (717)272-5119  
 2420 W. CUMBERLAND ST, LEBANON (717)274-2042  
 40 PETERS ROAD, LITITZ (717)625-2566  
 6101 CARLISLE PIKE, MECHANICSBURG (717)766-8311

### OREGON

#### GROUP W AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, STEPHEN HARRIS

1560 PACIFIC BLVD SE, ALBANY (541)926-4618  
 19725 SW TV HWY, ALOHA (503)591-8538  
 18577 NW EIDER COURT, BEAVERTON (503)690-2765  
 3670 S.W. HALL BLVD., BEAVERTON (503)627-9131  
 16220 SE 82ND DRIVE, CLACKAMAS (503)657-4368  
 490 NE BURNSIDE RD, GRESHAM (503)667-3781  
 22250 IMBRIE DR., HILLSBORO (503)640-4564  
 7530 WEST BASELINE ROAD, HILLSBORO (503)356-8294  
 1920 S.E. MINTER BRIDGE DR., HILLSBORO (503)693-6525  
 1421 NE GRAND, PORTLAND (503)249-2911  
 1535 NE 181ST AVE., PORTLAND (503)661-6638  
 232 NE 82ND AVE, PORTLAND (503)252-1185  
 4323 NE 122ND AVE, PORTLAND (503)251-2791  
 9695 NE CASCADES PKWY, PORTLAND (503)284-4459  
 1405 N. LOMBARD, PORTLAND (503)283-4530  
 641 LANCASTER DR NE, SALEM (503)585-9944  
 2375 S. COMMERCIAL ST., SALEM (503)362-4031  
 37251 HIGHWAY 26, SANDY (503)668-7957  
 7485 SW NYBERG RD, TUALATIN (503)692-5511  
 1659 SE ENSIGN LANE, WARRENTON (503)861-0803

#### JOSHUA, INC. (OR CORP.), JOHN KIBLER, VICKIE Z. KIBLER

1730 N HWY 99W, MCMINNVILLE (503)435-2614  
 3400 PORTLAND RD, NEWBERG (503)537-9433  
 8253 SW WILSONVILLE ROAD, WILSONVILLE (503)682-7920

#### PNV RESTAURANTS, INC. (OR CORP.), PHUC S. NGUYEN

11607 S.E. 82ND AVENUE, HAPPY VALLEY (503)654-2713  
 17217 S.E. MCLOUGHLIN, MILWAUKIE (503)653-2472  
 1335 S.E. MOLALLA, OREGON CITY (503)657-9165  
 9445 SW BARBUR BLVD, PORTLAND (503)244-8362

#### VESSEL OPERATING HOLDCO LLC

2715 SE 8TH ST, PORTLAND (0)-

#### WENOREGON, LLC, PETER B. NISBET

1624 ASHLAND ST, ASHLAND (541)488-4877  
 1609 N.E. 3RD ST., BEND (541)389-0522  
 61395 SOUTH HIGHWAY 97, BEND (541)330-6648  
 925 SOUTH BROADWAY, COOS BAY (541)269-0822  
 1829 N.E. 6TH, GRANTS PASS (541)476-3797  
 2150 SOUTH 6TH ST., KLAMATH FALLS (541)883-1025  
 1920 N. PACIFIC HWY, MEDFORD (541)779-2925  
 1010 BIDDLE RD., MEDFORD (541)779-3264  
 798 NW GARDEN VALLEY, ROSEBURG (541)673-1392

#### WENSPOK RESOURCES, LLC, PETER B. NISBET

2304 ISLAND AVE, LA GRANDE (541)963-0140  
 824 SOUTHGATE, PENDLETON (541)278-0501

#### WENVALLEY, LLC, PETER B. NISBET

2401 W. 11TH ST., EUGENE (541)344-4488

## EXHIBIT S-1 Operating Outlets By State

305 CUMBERLAND PARKWAY,MECHANICSBURG	(717)766-2431	18 HILLTOP PLAZA,KITTANNING	(724)543-1333
5235 SIMPSON FERRY ROAD,MECHANICSBURG	(717)691-1872	9 QUAKER VILLAGE SHOPPING CTR,LEETSDALE	(412)749-9227
801 EISENHOWER BLVD,MIDDLETOWN	(717)939-5566	1705 PINEHOLLOW RD,MCKEES ROCKS	(412)771-1444
804 WEST MAIN STREET,NEW HOLLAND	(717)354-2999	5076 WILLIAM PENN HWY,MONROEVILLE	(724)327-2003
743 EAST MAIN STREET,PALMYRA	(717)838-2638	3990 WILLIAM PENN HIGHWAY,MONROEVILLE	(412)373-3850
3197 CAPE HORN ROAD,RED LION	(717)244-2258	351 LINCOLN HIGHWAY,N.VERSAILLES	(412)823-5165
71 SOUTH CONESTOGA DRIVE,SHIPPENSBURG	(717)532-8477	1830 BROADVIEW BLVD.,NATRONA HTS.	(724)226-2248
75 EAST FORREST AVENUE,SHREWSBURY	(717)227-2563	201 TARENTUM BRIDGE ROAD,NEW KENSINGTON	(724)334-9009
60 W. 11TH AVE,YORK	(717)848-6071	208 RODI ROAD,PENN HILLS	(412)731-1116
2802 E. MARKET ST,YORK	(717)755-6018	4001 BUTLER STREET,PITTSBURGH	(412)683-2959
2060 SPRINGWOOD RD,YORK	(717)843-0453	891 FREEPORT ROAD,PITTSBURGH	(412)781-0474
1201 CARLISLE RD,YORK	(717)854-3465	7317 MCKNIGHT ROAD,PITTSBURGH	(412)366-7117
125 CLOVERLEAF RD,YORK	(717)266-7373	725 ALLEGHENY AVE.,PITTSBURGH	(412)231-1653
HATFIELD WEN LLC (NJ LLC), CHRISTINA GIORDANO, GASPAR GIORDANO		6296 STEUBENVILLE PK,PITTSBURGH	(412)787-0808
1260 BETHLEHEM PIKE,HATFIELD	(215)716-3517	60 TOWN SQUARE WAY,PITTSBURGH	(412)884-8010
HAZA FOODS OF NORTHEAST, LLC (DE LLC)		4524 BROWNS HILL RD.,PITTSBURGH	(412)422-0208
102 WASHINGTON TOWN BOULEVARD,EDINBORO	(814)734-2921	2691 FREEPORT RD.,PITTSBURGH	(412)828-3105
5901 PEACH STREET,ERIE	(814)868-2839	2410 W. LIBERTY,PITTSBURGH	(412)561-0594
4186 BUFFALO ROAD,ERIE	(814)899-4611	2237 NOBLESTOWN,PITTSBURGH	(412)921-2350
2207 W. 12TH STREET,ERIE	(814)454-4441	1660 COCHRAN RD.,PITTSBURGH	(412)561-5333
105 E. 12TH ST.,ERIE	(814)455-0640	5422 BAUM BLVD.,PITTSBURGH	(412)687-3670
5902 WATTSBURG ROAD,ERIE	(814)825-5897	2396 GOLDEN MILE HIGHWAY,PLUM	(724)387-1042
9175 WEST RIDGE RD.,GIRARD	(814)774-9770	1703 S. BRADDOCK AVE,SWISSVALE	(412)371-8448
1011 PARK AVENUE,MEADVILLE	(814)333-9655	31 TOWNE CENTER,W.LEECHBURG	(724)845-8412
60 PENNSYLVANIA EAST,WARREN	(814)723-2740	2280 LEBANON CHURCH RD,W.MIFFLIN	(412)653-1599
HAZEL-WEN, INC. (PA CORP.), MARY ELIZABETH HAYDEN-SCHWABE		10810 PERRY HIGHWAY,WEXFORD	(724)933-0303
551 SUSQUEHANNA BLVD,HAZLE TWP	(570)459-1990	2805 JACKS RUN ROAD,WHITE OAK	(412)678-5544
HORSHAM WEN, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO		116 PEEBLES STREET,WILKINSBURG	(412)247-1572
415 EASTON RD.,HORSHAM	(215)675-1688	PRUSSIA WEN, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO	
LANSDALE 1, WEN LLC, CHRISTINA GIORDANO, GASPAR GIORDANO		306 SOUTH HENDERSON ROAD,KING OF PRUSSIA	(610)878-2200
600 SOUTH BROAD STREET,LANSDALE	(215)362-7019	QSF, INCORPORATED (PA CORP.), ROBERT G. LAWRENCE, STEVEN G. KEPIC	
LANSDALE 2 WEN, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO		2685 MEMORIAL HIGHWAY,DALLAS	(570)675-4008
1758 ALLENTOWN ROAD,LANSDALE	(215)368-6687	963 GOLDEN MILE ROAD,TOWANDA	(570)265-6329
MONTGOMERYVILLE WEN LLC, CHRISTINA GIORDANO, GASPAR GIORDANO		QUAKERTOWN WEN, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO	
1010 BETHLEHEM PIKE,MONTGOMERYVILLE	(267)263-2653	59 N WEST END BLVD,QUAKERTOWN	(267)347-4435
MORRISVILLE WEN, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO		QUALITY SERVED FAST II, INC. (PA CORP.), ROBERT G. LAWRENCE,	
227 PLAZA BLVD.,MORRISVILLE	(215)295-2515	STEVEN G. KEPIC, THEODORE SHAW	
NORRISTOWN 1 WEN, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO		1188 TEXAS PALMYRA HWY,HONESDALE	(570)251-9606
590 SOUTH TROOPER ROAD,NORRISTOWN	(610)630-4940	QUALITY SERVED FAST, INC. (PA CORP.), ROBERT G. LAWRENCE, STEVEN G.	
NORRISTOWN 2 WEN, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO		KEPIC	
2815 DEKALB PIKE,NORRISTOWN	(610)239-1027	885 VIEWMONT DR.,DICKSON CITY	(570)558-0776
PENN-FORREST FOODS, INC. (PA CORP.), DANIEL D. FORRESTAL		1170 ONEILL HIGHWAY,DUNMORE	(570)347-4466
135 BUCKAROO LANE,BELLEFONTE	(814)353-4925	55 S WYOMING AVE,EDWARDSVILLE	(570)288-2200
1580 SOUTH MAIN STREET,MANSFIELD	(570)662-7511	703 DAVIS STREET,SCRANTON	(570)558-6690
1007 LOYALSOCK AVE,MONTTOURSVILLE	(570)368-3477	944 WYOMING AVENUE,SCRANTON	(570)969-9009
PHILLY LIV BACON LLC (DE LLC)		359 KIDDER ST.,WILKES BARRE	(570)826-1231
1980 S 4TH ST,ALLENTOWN	(610)797-4930	980 SCHECHTER DR.,WILKES BARRE	(570)970-1952
757 UNION BLVD,ALLENTOWN	(610)434-5060	RIVER FLATS, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP. (DE CORP)	
4688 BROADWAY STREET,ALLENTOWN	(610)391-1204	1753 ELMIRA STREET,SAYRE	(570)882-9907
450 S. CEDAR CREST BLVD,ALLENTOWN	(610)432-3369	ROYERSFORD WEN LLC, CHRISTINA GIORDANO, GASPAR GIORDANO	
3390 LEHIGH STREET,ALLENTOWN	(610)965-0385	70 BUCKWALTER ROAD,ROYERSFORD	(610)948-9518
1160 HELLERTOWN ROAD,BETHLEHEM	(610)317-8155	RYAN S. GROUP, INC. (PA CORP), DIANA J. BEAVER	
2190 STEFKO BOULEVARD,BETHLEHEM	(610)974-9611	212 HAMPTON AVE,PUNXSUTAWNEY	(814)938-8979
308 BROADWAY STREET,BETHLEHEM	(610)691-7730	1001 S. ST. MARYS RD,ST.MARYS	(814)781-7098
204 S WOOD AVE,EASTON	(610)258-5597	SOUDERTON WEN, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO	
15 DAVES WAY,HAMBURG	(610)562-4044	752 ROUTE 113,SOUDERTON	(215)703-9851
1585 E HIGH ST,POTTSTOWN	(610)970-9120	THE GROVE, INC. (LA CORP.)	
234 SHOEMAKER ROAD,POTTSTOWN	(610)327-8990	2955 MARKET STREET (AMTRACK 30TH ST	(215)662-9554
5411 PERKIOMEN AVENUE,READING	(610)779-3257	THOMAS 4 LIMITED	
930 LANCASTER AVENUE,READING	(610)775-3020	2719 BROADHEAD RD,ALIQUIPPA	(724)375-5410
3225 N FIFTH STREET HWY,READING	(610)921-0884	1635 THIRD STREET,BEAVER	(724)774-6342
4820 PENN AVENUE,SINKING SPRING	(610)670-6388	1701 7TH AVENUE,BEAVER FALLS	(724)847-2210
7142 HAMILTON BLVD,TREXLERTOWN	(610)366-8626	700 CHIPPEWA TOWNE CENTER,BEAVER FALLS	(724)843-3391
712 PENN AVENUE,W.READING	(610)372-8905	122 CLEARVIEW AVENUE,BUTLER	(724)284-1282
2545 MICKLEY AVE,WHITEHALL	(610)820-5270	216 NEW CASTLE ROAD,BUTLER	(724)282-7940
2717 N. MERIDAN BLVD.,WYOMISSING	(610)736-3266	111 GOLFVIEW DRIVE,MONACA	(724)774-4780
PHOENIXVILLE 2 WEN LLC, CHRISTINA GIORDANO, GASPAR GIORDANO		8703 UNIVERSITY BLVD.,MOON TWP	(412)264-4343
1075 TOWNSHIP LINE ROAD,PHOENIXVILLE	(610)917-9985	THOMAS 7 LIMITED (OH LLC)	
PHOENIXVILLE WEN, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO		790 ROSTRAVER ROAD,BELLE VERNON	(724)930-7505
1540 EGYPT ROAD,PHOENIXVILLE	(610)650-0102	113 CAVASINA DRIVE,CANONSBURG	(724)745-6640
PILOT TRAVEL CENTERS LLC (DE LIMITED LIABILITY COMPANY)		1017 W. CRAWFORD AVE,CONNELLSVILLE	(724)628-3373
417 ROUTE 315 HWY,PITTSSTON	(570)655-4102	1231 S. MAIN STREET,GREENSBURG	(724)834-6227
POCO-WEN, INC. (PA CORP.), MARY ELIZABETH HAYDEN-SCHWABE		5231 ROUTE 30,GREENSBURG	(724)832-3395
1258 POCONO BLVD,MT.POCONO	(570)839-6664	6283 LINCOLN HWY,GREENSBURG	(724)523-3785
PRIMARY AIM, LLC (OH LIMITED LIABILITY)		10 LATROBE THIRTY PLAZA,LATROBE	(724)537-0846
1015 OHIO RIVER BLVD,AVALON	(412)761-7373	3500 WASHINGTON RD,MCMURRAY	(724)941-9547
5055 LIBRARY RD.,BETHEL PARK	(412)831-0633	400 SUMMIT RIDGE PLAZA,MT.PLEASANT	(724)542-2435
1125 WASHINGTON PIKE,BRIDGEVILLE	(412)257-1515	210 NORTH CENTER STREET,NEW STANTON	(724)925-8515
7 KIMBERLY LN,CRANBERRY	(814)676-2989	125 MATTHEW DRIVE,UNIONTOWN	(724)438-0353
20093 ROUTE 19,CRANBERRY TWP	(724)772-0063	89 RESTAURANT ROW,UNIONTOWN	(724)437-0726
6595 STATE ROUTE 22,DELMONT	(724)461-7325	1399 WEST CHESTNUT ST.,WASHINGTON	(724)222-7860
103 NORTHTOWNE SQUARE,GIBSONIA	(724)444-4220	461 RACE TRACK ROAD,WASHINGTON	(724)225-5862
43 HADLEY RD,GREENVILLE	(724)588-1801	115 GREENE PLZ,WAYNESBURG	(724)852-1038
1925 LEESBURG/GROVE CITY ROAD,GROVE CITY	(724)748-0173	TREVOSE WEN, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO	
9130 RT. 30 EAST,IRWIN	(724)863-1120	3413 HORIZON BLVD,TREVOSE	(215)355-4647

## EXHIBIT S-1 Operating Outlets By State

TRIWEN, LLC (NY LLC), JOHN ANTONACCIO, JOSEPH M. CUGINE, KEITH KAS 9549 WILLIAM PENN HWY,HUNTINGDON 378 S CLAUDE A LORD BLVD,POTTSVILLE 1610 N. ATHERTON,STATE COLLEGE	(814)643-6333 (570)429-1687 (814)237-5894	GARFIELD AVE. FOODS, LLC, HARVEY A. BENNETT, JR., PATRICIA J. BENNETT 110 GARFIELD AVENUE,CRANSTON HPB PARTNERS, LLC (RI limited liability company), HARVEY A. BENNETT, JR., PATRICIA J. BENNETT 1951 POST ROAD,WARWICK	(401)383-3200 (401)921-5226
VALLEystore, INC. (PA CORP.), MARY ELIZABETH HAYDEN-SCHWABE 555 NORTH HUNTER HIGHWAY,DRUMS	(570)788-8420	MALL FOODS, LLC (RI LIMITED LIABILITY COMPANY), HARVEY A. BENNETT, JR., PATRICIA J. BENNETT, THE PARADIGM GROUP, LLC (RI 650 BALD HILL ROAD,WARWICK	(401)828-9027
WENCO CASTLE, INC. (PA CORP.), DEAN SCAIFE, JOHN STOCK 120 N. HERMITAGE ROAD,HERMITAGE 2590 W. STATE STREET,NEW CASTLE 3218 WILMINGTON ROAD,NEW CASTLE	(724)982-4121 (724)658-7544 (724)658-1333	NORWOOD FOODS, LLC, HARVEY A. BENNETT, JR., PATRICIA J. BENNETT 771 WARWICK AVENUE,WARWICK RESERVOIR AVE. FOODS, LLC, HARVEY A. BENNETT, JR., PATRICIA J. BENNETT 950 RESERVOIR AVE,CRANSTON	(401)941-1358 (401)383-0776
WEND BALTIMORE NORTH LLC (DE LLC) 331 SOUTH HANOVER STREET,CARLISLE 1091 WAYNE AVE.,CHAMBERSBURG 1658 LINCOLN WAY EAST,CHAMBERSBURG 871 LINCOLN WAY WEST,CHAMBERSBURG 1268 YORK ROAD,GETTYSBURG 1137 BALTIMORE STREET,HANOVER 459 EISENHOWER DRIVE,HANOVER 650 E MAIN ST,WAYNESBORO	(717)243-8611 (717)264-3561 (717)267-2604 (717)709-0324 (717)334-3100 (717)632-5464 (717)633-5757 (717)638-7015	TEN ROD FOODS, LLC (RI LIMITED LIABILITY COMPANY), HARVEY A. BENNETT, JR., PATRICIA J. BENNETT 1320 TEN ROD ROAD,N.KINGSTOWN	(401)667-6144
<b>SOUTH CAROLINA</b>			
WEN-LEHIGHTON, LLC, ABIGAIL E. AHNERT, EMILY E. AHNERT, ROBERT M. AHNERT, II, WILLIAM PETER AHNERT, J 990 BLAKESLEE BLVD,LEHIGHTON	(610)377-3006	BRYANT RESTAURANTS, INC. (NC CORP.), RICHARD A. BRYANT, THE ESTATE OF DOUGLAS A. BRYANT 2462 HWY 501 E,CONWAY 702 BRADFORD BLVD,DILLON 2536 E HIGHWAY 76,MARION	(843)347-4999 (843)774-2244 (843)431-9003
WEN-SCHNECK, LLC (PA LLC), ABIGAIL E. AHNERT, EMILY E. AHNERT, ROBERT M. AHNERT, II, WILLIAM PETER AHNERT, J 4896 PA-873,SCHNECKSVILLE	(610)735-2050	CAROLINA RESTAURANT GROUP, INC. (NC CORP) 2949 HIGHWAY 501,AYNOR 205 W CHURCH ST,BATESBURG-LEESVILLE 168 SEA ISLAND PKWY,BEAUFORT 200 BLYTHEWOOD RD,BLYTHEWOOD 1012 WEST DEKALB,CAMDEN 4113 RIVERS AVENUE,CHARLESTON 5275 INTERNATIONAL BLVD,CHARLESTON 875 CHESTERFIELD RD,CHERAW 5188 CHARLOTTE HIGHWAY,CLOVER 100 NEWLAND ROAD,COLUMBIA 1410 LAKE MURRAY BLVD,COLUMBIA 2120 CLEMSON ROAD,COLUMBIA 2360 LEGRANDE ROAD,COLUMBIA 5340 FOREST DRIVE,COLUMBIA 702 CHURCH ST.,CONWAY 989 S GOVERNOR WILLIAMS HWY,DARLINGTON 1727 W. LUCAS STREET,FLORENCE 624 SOUTH IRBY STREET,FLORENCE 4010 EAST PALMETTO STREET,FLORENCE 2117 W EVANS,FLORENCE 270 CAROWINDS BOULEVARD,FORT MILL 1800 HWY 160 W.,FT.MILL 7659 CHARLOTTE HIGHWAY,FT.MILL 5228 HIGHWAY 321,GASTON 1380 N. FRASER STREET,GEORGETOWN 3 SOUTH ALLIANCE DRIVE,GOOSE CREEK 1140 SOUTH 4TH STREET,HARTSVILLE 808 US HWY 52,LAKE CITY 1050 N. MAIN ST.,LANCASTER 1065 SOUTH LAKE DRIVE,LEXINGTON 6870 HIGHWAY 90,LONGS 5370 BROAD STREET,LORIS 2780 PAXVILLE HWY,MANNING 1305 TADLOCK DRIVE,MURRELLS INLET 10840 KINGS ROAD,MYRTLE BEACH 2353 DICK POND ROAD,MYRTLE BEACH 2991 JOE WHITE AVE,MYRTLE BEACH 3201 N KINGS HWY,MYRTLE BEACH 9145 UNIVERSITY BLVD.,N.CHARLESTON 95 HWY 17 SOUTH,N.MYRTLE BEACH 2900 MAIN STREET,NEWBERRY 746 JOHN C. CALHOUN DRIVE,ORANGEBURG 751 CITADEL ROAD,ORANGEBURG 207 N VAN LINGLE MUNGO BLVD,PAGELAND 1758 HECKLE BOULEVARD,ROCK HILL 2387 CHERRY RD,ROCK HILL 624 TINSLEY WAY,ROCK HILL 8921 OLD NUMBER 6 HIGHWAY,SANTEE 1085 BROAD STREET,SUMTER 216 E. HAMPTON STREET,SUMTER 3154 AUGUSTA RD,W.COLUMBIA 620 N JEFFERIES BLVD,WALTERBORO 960 EAST LIBERTY STREET,YORK	(843)358-2004 (803)532-3231 (843)781-6277 (803)691-4493 (803)432-8924 (843)744-6070 (854)500-9940 (843)537-3347 (803)831-2687 (803)788-6003 (803)732-9999 (803)699-4443 (803)736-2694 (803)782-5022 (843)248-9638 (843)395-0042 (843)667-8864 (843)665-7522 (843)667-3331 (843)667-4455 (803)802-2446 (803)548-4227 (803)396-8323 (803)794-1310 (843)527-3493 (843)764-0043 (843)383-2422 (843)956-5004 (803)286-9695 (803)951-1616 (843)399-4485 (843)756-2200 (803)473-4444 (843)357-1966 (843)449-1636 (843)215-6509 (843)626-6506 (843)448-4634 (843)569-2032 (843)249-6211 (803)276-0945 (803)536-3594 (803)535-0065 (843)672-6000 (803)324-8402 (803)366-4993 (803)327-4919 (803)854-3264 (803)757-0970 (803)934-9225 (803)739-4492 (843)549-1733 (803)684-1181
WEN-STRoud, LLC (PA LIMITED LIABILITY COMPANY), ABIGAIL E. AHNERT, EMILY E. AHNERT, ROBERT M. AHNERT, II, WILLIAM PETER AHNERT, J 1133 N. 9TH STREET,STROUDSBURG	(570)424-5800	CBM ENTERPRISES, LLC (SC LIMITED LIABILITY COMPANY), CINDY SABA, JAMES B. SABA, JAMES B. SABA, JR. 102 PALMER GRACE DR,OKATIE	(843)706-9444
WEN-TANN, LLC, ABIGAIL E. AHNERT, EMILY E. AHNERT, ROBERT M. AHNERT, II, WILLIAM PETER AHNERT, J 2789 ROUTE 611,TANNERSVILLE	(570)620-1700	CBM OF NEW RIVER, LLC (SC LIMITED LIABILITY COMPANY), CBM ENTERPRISES, LLC (SC LIMITED LIABILITY COMPANY), CINDY SABA, JAMES B. SABA 9215 EVAN WAY,BLUFFTON	(843)706-9444
WEN-TATAMY, LLC, ABIGAIL E. AHNERT, EMILY E. AHNERT, ROBERT M. AHNERT, II, WILLIAM PETER AHNERT, J 200 TROLLEY LINE DRIVE, BLDG C1,EASTON	(484)404-9300	CBM OF POINT SOUTH, LLC (SC LIMITED LIABILITY COMPANY), CBM ENTERPRISES, LLC (SC LIMITED LIABILITY COMPANY), CINDY SABA, JAMES B. SABA 810 US HIGHWAY 17,YEMASSEE	(843)717-2238
WENVENTURE, INC. (PA CORP.), DIANA J. BEAVER 1300 7TH ST,ALTOONA 301 E PLANK RD,ALTOONA 4312 BUSINESS 220,BEDFORD 38 S 8TH AVE,CLARION 1429 BEE LINE HWY,DU BOIS 1230 OLD ROUTE 220 NORTH,DUNCANSVILLE 842 HILLS PLZ,EBENSBURG 1894 OAKLAND AVE,INDIANA 1251 SCALP AVE.,JOHNSTOWN 1030 N. CENTER AVE.,SOMERSET	(814)941-8837 (814)943-7106 (814)623-7878 (814)226-5941 (814)503-8017 (814)696-5098 (814)472-4619 (724)463-0024 (814)266-5566 (814)443-2272		
YELLOW CAB HOLDINGS PENNSYLVANIA LLC (DE LLC) 2041 STREET RD.,BENSALEM 183 CENTRAL AVENUE,BLOOMSBURG 1931 NEW BERWICK HWY,BLOOMSBURG 5 NORTHHUMBERLAND ST,DANVILLE 153 E. SWEDSFORD ROAD,EXTON 1434 N SUSQUEHANNA TRAIL,HUMMELS WHARF 881 E BALTIMORE PK,KENNETT SQUARE 1151 OXFORD VALLEY ROAD,LEVITTOWN 1419 E. LINCOLN HIGHWAY,LEVITTOWN 635 NORTH DERR DR.,LEWISBURG 205 BELLEFONTE AVENUE,LOCK HAVEN 40 NEIDIGS DRIVE,MUNCY 499 N. THIRD STREET,OXFORD 220 LANCASTER AVE,PAOLI 2615 NORTH AMERICAN STREET,PHILADELPHIA 3200 RED LION RD FRNT 5,PHILADELPHIA 399 FRANKLIN MILLS BLVD,PHILADELPHIA 33 E. INDEPENDENCE AVENUE,SHAMOKIN 3480 LINCOLN HIGHWAY,THORNDALE 700 EAST GAY STREET,W.CHESTER 111 MAYNARD ST,WILLIAMSPORT	(215)638-9180 (570)784-1131 (570)784-6933 (570)275-1090 (610)524-9442 (570)743-2575 (610)444-0882 (215)269-0821 (215)949-8030 (570)524-7040 (570)748-9260 (570)546-4998 (610)850-9099 (610)644-2093 (215)739-1891 (215)281-7590 (215)632-7174 (570)644-2078 (610)383-1122 (610)696-9426 (570)326-5556		
<b>RHODE ISLAND</b>			
WENDYS OLD FASHIONED HAMBURGERS 62 VALLEY RD,MIDDLETOWN 77 EDDIE DOWLING HWY,N.SMITHFIELD 120 BROAD STREET,PAWTUCKET 368 COTTAGE ST.,PAWTUCKET 391 CHARLES STREET,PROVIDENCE 731 EDDY STREET,PROVIDENCE 850 MANTON AVENUE,PROVIDENCE 1460 MINERAL SPRINGS AVE,PROVIDENCE	(401)849-3430 (401)765-1927 (401)733-3057 (401)728-2392 (401)273-0501 (401)521-2714 (401)521-4668 (401)353-1423		
BALD HILL FOODS, INC. (RI CORP.), HARVEY A. BENNETT, JR., PATRICIA J. BENNETT, THE PARADIGM GROUP, LLC (RI LIMITED LIAB 926 QUAKER LN,E.GREENWICH	(401)885-9757		
CCF, LLC (RI LIMITED LIABILITY COMPANY), HARVEY A. BENNETT, JR., PATRICIA J. BENNETT, THE PARADIGM GROUP, LLC (RI LIMITED LIAB 2311 NEW LONDON TPKE,COVENTRY	(401)827-0165		

## EXHIBIT S-1 Operating Outlets By State

<b>CBM OF RIDGELAND, LLC (SC LIMITED LIABILITY COMPANY), CBM ENTERPRISES, LLC (SC LIMITED LIABILITY COMPANY), CINDY SABA, JAMES B. SABA</b>		<b>WENDGUSTA, LLC (GA LIMITED LIABILITY COMPANY), JEFFREY J. COGHLAN, LEWIS E. TOPPER, MICHAEL J. IEZZI, NORMAN BOBROW</b>	
8480 GRAHAMVILLE RD,RIDGELAND	(843)645-2306	1004 RICHLAND AVE.,AIKEN	(803)648-3636
<b>FFC LIMITED PARTNERSHIP (NC LIMITED PARTNERSHIP)</b>		1901 WHISKEY RD,AIKEN	(803)649-1879
3200 N. MAIN,ANDERSON	(864)225-2888	517 EAST MARTINTOWN ROAD,N.AUGUSTA	(803)279-5705
605 EAST GREENVILLE STREET,ANDERSON	(864)328-9331	1061 EDGEFIELD RD,N.AUGUSTA	(803)426-8337
528 S MAIN ST,BELTON	(864)392-1068		
823 KNOX ABBOTT DR.,CAYCE	(803)796-2894		
1825 J.A. COCHRAN BYPASS,CHESTER	(803)581-8383		
12424 HWY 56 N.,CLINTON	(864)833-5380		
300 BUSH RIVER RD.,COLUMBIA	(803)772-5901		
6019 ST. ANDREWS ROAD,COLUMBIA	(803)750-9674		
6892 GARNERS FERRY RD.,COLUMBIA	(803)776-8440		
7846 GARNERS FERRY ROAD,COLUMBIA	(803)695-9300		
804 ASSEMBLY,COLUMBIA	(803)254-8829		
95 WOODCROSS DR,COLUMBIA	(803)407-9990		
6118 CALHOUN MEMORIAL,EASLEY	(864)859-6533		
1701 W FLOYD BAKER BLVD,GAFFNEY	(864)489-7556		
3106 WHITEHORSE RD.,GREENVILLE	(864)269-8281		
8 FARRS BRIDGE RD,GREENVILLE	(864)246-6760		
2711-A WADE HAMPTON BLVD,GREENVILLE	(864)268-5390		
943 N. PLEASANTBURG DR.,GREENVILLE	(864)232-2922		
531 BYPASS ROAD HIGHWAY 72,GREENWOOD	(864)223-4845		
1331 W. WADE HAMPTON BLVD,GREER	(864)877-0274		
925 E MAIN STREET,LAURENS	(864)715-0682		
610 COLUMBIA AVE,LEXINGTON	(803)957-2242		
107 N. MAIN,MAULDIN	(864)288-0344		
626 FAIRVIEW,SIMPSONVILLE	(864)963-7512		
2212 CHESNEE HIGHWAY,SPARTANBURG	(864)577-0065		
109 EAST BLACKSTOCK RD.,SPARTANBURG	(864)576-8837		
150 S PINE ST,SPARTANBURG	(864)327-8596		
20 KRIEGER DR,TRAVELERS REST	(864)610-0828		
<b>FIRST SUN MANAGEMENT CORPORATION (SC CORP.), JOSEPH J. TURNER, JR., JOSEPH JACKSON TURNER, III</b>			
101 INTERSTATE BLVD,ANDERSON	(864)231-6990		
2128 HIGHWAY 81 NORTH,ANDERSON	(864)260-9140		
330 PEARMAN DAIRY RD,ANDERSON	(864)540-0788		
4006 HIGHWAY 9,BOILING SPRINGS	(864)599-0301		
1048 TIGER BLVD,CLEMSON	(864)654-5099		
1621 WOODRUFF RD,GREENVILLE	(864)234-1377		
30 HENRYDALE AVENUE,GREENVILLE	(864)241-4166		
4100 PELHAM RD,GREENVILLE	(864)552-1121		
505 ANN STREET,PICKENS	(864)878-7975		
103 WALL STREET,PIEDMONT	(864)236-8477		
7478 AUGUSTA ROAD,PIEDMONT	(864)277-5305		
965 HWY 123 BYPASS,SENECA	(864)882-5180		
2161 EAST MAIN STREET,SPARTANBURG	(864)579-9845		
<b>JAI HOSPITALITY RG LLC (FL CORP.), ANDRES ELOY GARCIA ARZOLA, JHONNY ALEXANDER MERCADO SAM</b>			
1721 SAM RITTENBERG BLVD,CHARLESTON	(843)571-4226		
7440 NORTHWOODS BLVD.,CHARLESTON	(843)797-0064		
101 RED BANK ROAD,GOOSE CREEK	(843)572-3758		
601 ST JAMES AVENUE,GOOSE CREEK	(843)824-9265		
515 HWY 52 NORTH,MONCKS CORNER	(843)761-5424		
361 JOHNNIE DODDS BLVD.,MT.PLEASANT	(843)849-1909		
935 CHUCK DAWLEY BLVD,MT.PLEASANT	(843)849-6068		
4898 ASHLEY PHOSPHATE ROAD,N.CHARLESTON	(843)767-5030		
740 N. MAIN ST.,SUMMERVILLE	(843)875-4886		
10012 DORCHESTER RD,SUMMERVILLE	(843)871-3685		
<b>MANNA, INC. OF THE LOW COUNTRY (SC CORP.), CINDY SABA, JAMES B. SABA, JAMES B. SABA, JR.</b>			
4 BELFAIR VILLAGE DR,BLUFFTON	(843)815-3097		
211 US HIGHWAY 17 N,HARDEEVILLE	(843)784-3626		
2 NATURES WAY,HILTON HEAD ISLAND	(843)689-9634		
<b>PILOT TRAVEL CENTERS LLC (DE LIMITED LIABILITY COMPANY)</b>			
1340 SUMTER HWY,BISHOPVILLE	(803)428-2047		
2768 EAST CHEROKEE STREET,BLACKSBURG	(864)936-7799		
1405 E. MAIN STREET,DUNCAN	(864)433-1301		
3006 N. WILLISTON ROAD,FLORENCE	(843)661-2842		
1504 HIGHWAY 38 W,LATTA	(843)752-0010		
2221 HIGHWAY 773,PROSPERITY	(803)321-2541		
9587 CHARLESTON HWY,ST.GEORGE	(843)563-9090		
799 JEDBURG ROAD,SUMMERVILLE	(843)851-2026		
3008 HIGHWAY 321,W.COLUMBIA	(803)739-5848		
10959 STATE HIGHWAY 200,WINNSBORO	(803)482-4942		
<b>WEN CAROLINAS, LLC (MI limited liability company)</b>			
101 WEST BLVD.,CHESTERFIELD	(843)656-9139		
<b>WENDCHARLES I, LLC (SC LIMITED LIABILITY COMPANY), DAVID IVEY, JEFFREY J. COGHLAN, LEWIS E. TOPPER, NORMAN BOBROW</b>			
343 FOLLY RD.,JAMES ISLAND	(843)795-6540		
596 LONG POINT ROAD,MT.PLEASANT	(843)971-9895		
		<b>SOUTH DAKOTA</b>	
		<b>RJR RESTAURANT, INC. (SD CORP.), RON SCHWAB</b>	
		1910 S.E. 6TH AVE.,ABERDEEN	(605)229-5040
		<b>WENDY'S OF COLORADO SPRINGS, INC. (CO CORP.), RICHARD W. HOLLAND</b>	
		520 MOUNTAIN VIEW,RAPID CITY	(605)348-8549
		701 E. NORTH ST.,RAPID CITY	(605)342-3142
		1911 N. HAINES AVE.,RAPID CITY	(605)342-9410
		<b>WENPLATTE LLC (NE LLC), PETER B. NISBET</b>	
		2501 BROADWAY,YANKTON	(605)665-6011
		<b>WT SIOUX, LLC (UT LLC)</b>	
		400 SOUTH LYONS,SIOUX FALLS	(605)332-3445
		600 S HIGHLINE PLACE,SIOUX FALLS	(605)800-5629
		<b>TENNESSEE</b>	
		<b>PATTMAN, LLC</b>	
		13350 W ANDREW JOHNSON HWY,BULLS GAP	(423)235-4572
		601 ASHVILLE HIGHWAY,GREENEVILLE	(423)787-1926
		1330 EAST ANDREW JOHNSON	(423)638-3531
		1020 MINERAL WELLS,PARIS	(731)642-2788
		1401 S. 1ST,UNION CITY	(731)885-3823
		<b>PILOT TRAVEL CENTERS LLC (DE LIMITED LIABILITY COMPANY)</b>	
		2449 GENESIS ROAD,CROSSVILLE	(931)787-1904
		2320 HIGHWAY 46 SOUTH,DICKSON	(615)446-0703
		502 GORDONVILLE HIGHWAY,GORDONSVILLE	(615)683-3421
		400 LOVELL RD.,KNOXVILLE	(865)966-0447
		640 DIXIE LEE AVENUE,MONTREAL	(931)924-5122
		507 HIGHWAY 309,NIOTA	(423)568-3507
		3663 ROY MESSER HIGHWAY,WHITE PINE	(865)674-8009
		<b>SMITH'S, INC. (TN CORP.), RAY SMITH</b>	
		120 HIGHWAY 641 NORTH,CAMDEN	(731)584-3000
		<b>SOUTHEAST FOOD SERVICES COMPANY, LLC (DE LLC), JHONNY ALEXANDER MERCADO SAM</b>	
		265 S. CALDERWOOD STREET,ALCOA	(865)983-3762
		2530 ALCOA HIWY,ALCOA	(865)970-2440
		2554 DECATUR PIKE,ATHENS	(423)745-9463
		1868 DAYTON BLVD,CHATTANOOGA	(423)875-2618
		3104 S. BROAD ST.,CHATTANOOGA	(423)267-0754
		4500 HIGHWAY 58,CHATTANOOGA	(423)894-3587
		925 25TH STREET N W,CLEVELAND	(423)472-5283
		2240 N CHARLES G SEIVERS BLVD,CLINTON	(865)457-3284
		410 S. CHARLES G. SEIVERS BLVD,CLINTON	(865)290-4216
		605 N. MAIN ST.,CROSSVILLE	(931)484-4017
		107 SHARON DRIVE,DANDRIDGE	(865)397-5935
		4257 RHEA COUNTY HIGHWAY,DAYTON	(423)775-8469
		11136 KINGSTON PIKE,FARRAGUT	(865)671-0256
		1618 SOUTH ROANE ST,HARRIMAN	(865)882-5223
		6201 ASHEVILLE HWY,KNOXVILLE	(865)525-7831
		8305 KINGSTON PIKE,KNOXVILLE	(865)694-0710
		6920 MAYNARDVILLE PIKE,KNOXVILLE	(865)922-9212
		7407 STRAWBERRY PLAINS PIKE,KNOXVILLE	(865)933-6914
		9550 NORTH SHORE DRIVE,KNOXVILLE	(865)693-1224
		6650 CLINTON HIGHWAY,KNOXVILLE	(865)938-1031
		4407 WESTERN AVENUE,KNOXVILLE	(865)544-1101
		400 MERCHANTS DR. N.W.,KNOXVILLE	(865)246-6777
		331 CEDAR BLUFF RD.,KNOXVILLE	(865)690-4621
		3000 BROADWAY N.E.,KNOXVILLE	(865)688-8633
		2401 CHAPMAN HIGHWAY,KNOXVILLE	(865)573-8611
		2060 CASTAIC LANE,KNOXVILLE	(865)531-9910
		7535 MOUNTAIN GROVE DR.,KNOXVILLE	(865)246-6585
		5011 MILLERTOWN PIKE,KNOXVILLE	(865)246-6751
		3424 WINFIELD DUNN PARKWAY,KODAK	(865)932-2955
		2245 JACKSBORO PIKE,LA FOLLETTE	(423)562-1601
		401 HWY 321 NORTH,LENOIR CITY	(865)986-0256
		12502 HIGHWAY 72 NORTH,LOUDON	(865)458-2499
		711 ENGLEWOOD ROAD,MADISONVILLE	(423)442-8985
		1771 W. BROADWAY AVE.,MARYVILLE	(865)268-2886
		1219 OAK RIDGE TPKE,OAK RIDGE	(865)483-9362
		3644 PARKWAY,PIGEON FORGE	(865)453-0149
		425 E EMORY RD,POWELL	(865)947-4180
		123 FORKS OF THE RIVER PKWY,SEVIerville	(865)453-1526
		934 DOLLY PARTON PKWY,SEVIerville	(0)-
		10707 CHAPMAN HWY,SEYMOUR	(865)579-4241
		<b>SPRINGFIELD INVESTMENTS, LLC (GA LIMITED LIABILITY CO), MOHAMMED ABBASI</b>	
		401 STUART ROAD,CLEVELAND	(423)584-6035



## EXHIBIT S-1 Operating Outlets by State

### SPRINGFIELD INVESTMENTS, LLC (GA LIMITED LIABILITY COMPANY),

#### MOHAMMED ABBASI

7408 BONNY OAKS DRIVE, CHATTANOOGA (423)777-5640  
 2830 MCGRADY DRIVE, CLEVELAND (423)790-7029  
 1010 PAUL HUFF PARKWAY, CLEVELAND (423)339-0690  
 6009 OOLTEWAH GEORGETOWN RD, OOLTEWAH (423)238-5580

#### STEVEN G. HESTER

900 N. LOCUST, LAWRENCEBURG (931)762-9244

#### TRI-CITIES RESTAURANT GROUP, LLC (DE LLC), JACK SKOLDS, JAMES HORTON

1505 VOLUNTEER PARKWAY, BRISTOL (423)652-8200  
 415 BROAD ST., ELIZABETHTON (423)543-2141  
 2700 BOONES CREEK ROAD, GRAY (423)283-7605  
 1102 N. CHUCKEY PK, JEFFERSON CITY (865)475-1990  
 1204 STATE OF FRANKLIN RD, JOHNSON CITY (423)928-4169  
 3201 PEOPLES STREET, JOHNSON CITY (423)282-1625  
 1001 FLAGSHIP DR, KINGSFORT (423)323-1708  
 1990 ENTERPRISE PLACE, KINGSFORT (423)246-4532  
 409 W. STONE DRIVE, KINGSFORT (423)392-4473  
 2547 EAST MORRIS BOULEVARD, MORRISTOWN (423)586-5744  
 1071 COSBY HIGHWAY, NEWPORT (423)625-3443

#### VESTCO, INC. (TN CORP.), DENNIS SUMLER

450 E MAIN ST, HENDERSON (731)435-5080

#### VESTCO, INC. (TN CORP.), DENNIS SUMLER, WALLACE BLAINE SUMLER

1209 S JAMES CAMPBELL BLVD, COLUMBIA (931)388-8844  
 2717 NORTH CENTRAL AVENUE, HUMBOLDT (731)337-7100  
 20960 E MAIN ST, HUNTINGDON (731)986-5220  
 2575 CHRISTMASVILLE COVE, JACKSON (731)240-1110  
 500 W. CHURCH STREET, LEXINGTON (731)967-9398  
 308 UNIVERSITY STREET, MARTIN (731)281-4783  
 5092 SOUTH FIRST STREET, MILAN (731)723-7000  
 45 WATER ST, SAVANNAH (731)926-2742  
 4924 COLUMBIA PIKE, SPRING HILL (615)302-2654

#### WEN CHOO CHOO, INC., JAMES E. PATTON, KIMBERLY PATTON,

#### ZACHERY J. DEBORD

6727 RINGGOLD ROAD, CHATTANOOGA (423)296-8010  
 418 CUMBERLAND STREET, CHATTANOOGA (423)777-5333  
 3700 CUMMINGS HIGHWAY, CHATTANOOGA (423)825-6188  
 16689 RANKIN AVENUE, DUNLAP (423)949-7500  
 5596 HIXSON PIKE, HIXSON (423)521-7687  
 100 MAIN STREET, KIMBALL (423)837-8500  
 9362 DAYTON PIKE, SODDY DAISY (423)332-6880

#### WEN TENNESSEE, LLC (MI LIMITED LIABILITY COMPANY)

9981 HIGHWAY 64, ARLINGTON (901)385-9920  
 5998 STAGE ROAD, BARTLETT (901)386-6190  
 7920 HIGHWAY 64, BARTLETT (901)383-9740  
 714 W POPLAR AVE, COLLIERVILLE (901)854-6037  
 8092 ROCKCREEK COVE, CORDOVA (901)372-7881  
 815 GERMANTOWN PKWY, CORDOVA (901)753-4928  
 802 HWY 51 NORTH, COVINGTON (901)476-0326  
 2485 LAKE DRIVE, DYERSBURG (731)882-7439  
 7569 POPLAR AVE, GERMANTOWN (901)754-9410  
 9197 POPLAR AVE, GERMANTOWN (901)756-1141  
 1646 S. HIGHLAND, JACKSON (731)424-9605  
 1912 HIGHLAND AVE., JACKSON (731)424-7045  
 873 VANN DRIVE, JACKSON (731)506-6956  
 4290 ELVIS PRESLEY BLVD., MEMPHIS (901)443-7250  
 7928 WINCHESTER ROAD, MEMPHIS (901)751-4060  
 2180 COVINGTON PIKE, MEMPHIS (901)386-0796  
 749 SOUTH HIGHLAND, MEMPHIS (901)327-9766  
 6781 E. SHELBY DR., MEMPHIS (901)501-5014  
 6260 WINCHESTER, MEMPHIS (901)795-1466  
 6156 MACON ROAD, MEMPHIS (901)382-4692  
 6143 WALNUT GROVE ROAD, MEMPHIS (901)747-4707  
 4605 POPLAR AVENUE, MEMPHIS (901)761-0599  
 3990 S 3RD ST, MEMPHIS (901)789-0919  
 3979 NEW COVINGTON PIKE, MEMPHIS (901)377-2915  
 3717 SUMMER AVE, MEMPHIS (901)452-8821  
 315 WASHINGTON STREET, MEMPHIS (901)896-2958  
 2845 KIRBY PARKWAY, MEMPHIS (901)495-2280  
 2811 GETWELL, MEMPHIS (901)795-0519  
 2221 FRAYSER BLVD, MEMPHIS (901)358-3150  
 1593 UNION AVENUE, MEMPHIS (901)274-4536  
 2760 NORTH GERMANTOWN PKWY, MEMPHIS (901)453-7722  
 7895 US HWY 51, MILLINGTON (901)407-2501

#### WENDELTA, INC. (MS CORP.)

5811 AIRLINE ROAD, ARLINGTON (901)605-8168  
 6925 US HIGHWAY 64, OAKLAND (901)361-2417

#### WENDY'S OF BOWLING GREEN, INC. (KY CORP.), JOHN W. HUGHES,

#### MICHAEL O'MALLEY

662 N RIVERSIDE DR, CLARKSVILLE (931)552-4766

### WENDY'S OF BOWLING GREEN, INC. (KY CORP.), JOHN W. HUGHES,

#### MICHAEL O'MALLEY, RYAN P. O'MALLEY, SHAWN F. O'MALLEY

221 CROSSINGS PLACE, ANTIOCH (615)922-4920  
 5640 FRANKLIN PIKE CIR, BRENTWOOD (615)678-7953  
 1735 DECHERD BLVD., DECHERD (931)313-5748  
 530 HIGHWAY 46 S, DICKSON (615)375-1361  
 1313 MURFREESBORO ROAD, FRANKLIN (615)905-8786  
 2050 MALLORY LANE, FRANKLIN (615)472-8897  
 927 NASHVILLE PIKE, GALLATIN (615)206-8082  
 233 W. MAIN STREET, GALLATIN (615)206-8032  
 809 RIVERGATE PKWY, GOODLETTSVILLE (615)992-3922  
 310 LONG HOLLOW PIKE, GOODLETTSVILLE (615)756-4244  
 168 E MAIN ST, HENDERSONVILLE (615)991-3949  
 3419 LEBANON ROAD, HERMITAGE (615)866-9059  
 1445 1/2 WEST MAIN ST, LEBANON (615)547-4391  
 160 HWY 109 NORTH, LEBANON (615)547-4429  
 807 S. CUMBERLAND STREET, LEBANON (615)547-4022  
 290 N ELLINGTON PIKE, LEWISBURG (931)422-5740  
 1221 GALLATIN PIKE S, MADISON (615)835-3691  
 82 EXPRESSWAY DRIVE, MANCHESTER (931)954-0694  
 1354 SPARTA ST, MCMINNVILLE (931)304-8445  
 401 S. MT. JULIET ROAD, MT. JULIET (615)773-5326  
 1905 S CHURCH STREET, MURFREESBORO (615)396-8675  
 1315 MEMORIAL BLVD., MURFREESBORO (615)203-6377  
 1845 OLD FORT PARKWAY, MURFREESBORO (615)295-2049  
 1045 28TH AVENUE NORTH, NASHVILLE (615)953-6271  
 551 DONELSON PIKE, NASHVILLE (615)835-2487  
 4843 NOLENSVILLE PIKE, NASHVILLE (615)915-0643  
 4104 HILLSBORO CIRCLE, NASHVILLE (615)891-1378  
 330 HARDING PLACE, NASHVILLE (615)873-1713  
 3131 DICKERSON ROAD, NASHVILLE (615)760-5225  
 3021 GALLATIN RD., NASHVILLE (615)891-1750  
 2600 MURFREESBORO RD., NASHVILLE (615)915-1327  
 741 THOMPSON LN, NASHVILLE (615)750-3860  
 7642 HIGHWAY 70 SOUTH, NASHVILLE (615)678-8310  
 802 VANTAGE WAY COURT, NASHVILLE (615)915-3000  
 7104 CHARLOTTE PIKE, NASHVILLE (615)610-2862  
 5529 EDMONDSON PIKE, NASHVILLE (615)915-3335  
 2603 WEST END AVE, NASHVILLE (615)678-4485  
 1047 MADISON STREET, SHELBYVILLE (931)492-4239  
 490 SAM RIDLEY PKWY W, SMYRNA (615)984-4362  
 241 S LOWRY ST, SMYRNA (615)984-4330  
 1000 MEMORIAL BLVD., SPRINGFIELD (615)380-8362  
 411 WILSON AVE., TULLAHOA (931)563-7951  
 692 HIGHWAY 76, WHITE HOUSE (615)581-0024

### WENDY'S OF BOWLING GREEN, INC. (KY CORP.), JOHN W. HUGHES,

#### MICHAEL O'MALLEY, RYAN P. O'MALLEY, SHAWN F. O'MALLEY

2800 WILMA RUDOLPH BLVD, CLARKSVILLE (931)647-0455  
 2330 MADISON ST, CLARKSVILLE (931)551-3414  
 1683 FT. CAMPBELL BOULEVARD, CLARKSVILLE (931)647-7116  
 1824 TINY TOWN ROAD, CLARKSVILLE (931)591-3201  
 230 N WILLOW AVE, COOKEVILLE (931)520-1225  
 1029 S. JEFFERSON, COOKEVILLE (931)526-4546  
 2601 HIGHWAY 49 E, PLEASANT VIEW (615)746-5383

## TEXAS

#### 916 FOODS OPS, LLC (TX LLC)

3400 S. COOPER, ARLINGTON (817)789-4203  
 3911 MATLOCK, ARLINGTON (817)422-5539  
 2550 E PIONEER PKWY, ARLINGTON (817)533-4764  
 3924 HIGHWAY 121, BEDFORD (817)494-7497  
 1004 NORTH LOOP 340, BELLMEAD (254)870-9755  
 9221 BENBROOK BLVD., BENBROOK (817)349-3905  
 270 NW JOHN JONES DR, BURLESON (817)484-5685  
 881 N. E. ALSBURY BLVD., BURLESON (817)717-5049  
 404 EAST FM 1382, CEDAR HILL (469)530-2440  
 1604 W. HENDERSON, CLEBURNE (817)402-3271  
 112 N DENTON TAP RD, COPPELL (972)829-4264  
 821 S. MACARTHUR, COPPELL (972)829-4256  
 2740 E HIGHWAY 190, COPPERAS COVE (254)781-5686  
 4380 DALLAS FT WORTH TPK, DALLAS (214)302-0961  
 2828 W. WHEATLAND, DALLAS (972)639-5154  
 1981 FORT WORTH AVE., DALLAS (214)666-4922  
 2241 W NORTHWEST HWY, DALLAS (214)295-9381  
 2328 W. ILLINOIS AVE., DALLAS (214)302-0771  
 4900 TEASLEY LN, DENTON (940)293-2606  
 622 E. CAMP WISDOM ROAD, DUNCANVILLE (972)639-5097  
 2041 JUSTIN ROAD, FLOWER MOUND (972)829-4294  
 2120 LONG PRAIRIE ROAD, FLOWER MOUND (972)829-4291  
 2800 E BERRY ST, FT. WORTH (817)210-4889  
 6716 BRIDGE STREET, FT. WORTH (817)727-4778  
 6250 OAKMONT BLVD, FT. WORTH (817)900-0684  
 2801 N TARRANT PKWY, FT. WORTH (817)349-3925  
 1500 EAST CHASE PARKWAY, FT. WORTH (817)983-7025  
 14160 TRINITY BLVD, FT. WORTH (817)494-7423

## EXHIBIT S-1 Operating Outlets By State

3815 SOUTHWEST LOOP 820,FT.WORTH	(817)953-9452	HART RESTAURANT MANAGEMENT, INC. (TX corp), ROBERT G. HART, III	
2554 W INTERSTATE 20,GRAND PRAIRIE	(972)639-5114	4123 SOUTH STAPLES,CORPUS CHRISTI	(361)854-5771
2964 W CAMP WISDOM ROAD,GRAND PRAIRIE	(972)639-5145	5934 S SPID DR,CORPUS CHRISTI	(361)993-3438
2111 HALL-JOHNSON ROAD,GRAPEVINE	(817)494-7495	6438 S. STAPLES,CORPUS CHRISTI	(361)980-0321
302 I-35 N.E.,HILLSBORO	(254)221-0896	4105 AYERS,CORPUS CHRISTI	(361)853-6193
1000 W WALNUT HILL LANE,IRVING	(972)639-5125	1404 GENERAL CAVAZOS BLVD.,KINGSVILLE	(361)221-9011
7700 N MACARTHUR,IRVING	(972)432-7918	<b>HAZA FOODS, LLC</b>	
1201 S FORT HOOD ST,KILLEEN	(254)781-5185	1401 N. VELASCO ROAD,ANGLETON	(979)267-7048
3816 S CLEAR CREEK ROAD,KILLEEN	(254)781-5683	4115 S. CONGRESS,AUSTIN	(512)596-3305
2008 E CENTRAL TEXAS EXPY,KILLEEN	(254)781-5674	4961 US HWY 290 WEST,AUSTIN	(512)596-3312
6348 LAKE WORTH BLVD.,LAKE WORTH	(817)953-9440	5000 W SLAUGHTER LN,AUSTIN	(512)596-3189
3750 E. BROAD ST.,MANSFIELD	(682)330-7228	5752 AIRPORT BLVD,AUSTIN	(512)596-3087
9140 N. TARRANT PKWY,N.RICHLAND HILLS	(817)766-2088	619 N IH 35,AUSTIN	(512)596-3249
1204 N HIGHWAY 377,ROANOKE	(682)237-5508	6247 MCNEIL DRIVE,AUSTIN	(512)596-2563
8055 S IH 35,ROBINSON	(254)870-9051	6428 SOUTH I-35,AUSTIN	(512)596-3286
1317 N. SAGINAW BLVD.,SAGINAW	(817)953-9450	3596 FAR WEST BLVD,AUSTIN	(512)596-3153
2130 E. SOUTHLAKE BLVD.,SOUTHLAKE	(817)310-9582	6210 EAST BEN WHITE,AUSTIN	(512)596-3298
2602 SOUTH 31ST STREET,TEMPLE	(254)207-0937	305 SLAUGHTER LN,AUSTIN	(512)596-3187
12310 NW H K DODGEN LOOP,TEMPLE	(254)207-0965	2224 EAST RIVERSIDE,AUSTIN	(512)596-3192
811 SOUTH 5TH,WACO	(254)227-6480	201 E 21ST ST,AUSTIN	(512)232-1929
2724 WEST LOOP 340,WACO	(254)262-0975	1910 WEST BRAKER LANE,AUSTIN	(512)596-2523
1015 N. VALLEY MILLS DR.,WACO	(254)227-6494	1418 E. ANDERSON LANE,AUSTIN	(512)596-1943
1417 HEWITT DRIVE,WACO	(254)227-6493	12421 MOPAC EXPRESSWAY,AUSTIN	(512)596-2572
8424 DENTON HWY.,WATAUGA	(817)479-9452	11606 RANCH ROAD 620 N,AUSTIN	(512)596-1731
<b>A &amp; J FOODS, INC. (TX CORP.), ANN L. BLATERI, JOHN P. BLATERI</b>		10701 RESEARCH BLVD.,AUSTIN	(512)596-2701
1908 E HEBRON PKWY,CARROLLTON	(972)394-2905	1000 EAST 41ST STREET,AUSTIN	(512)596-3182
2003 BELTLINE ROAD,CARROLLTON	(972)416-7294	10203 LAKE CREEK PKWY,AUSTIN	(512)596-3176
2655 MIDWAY ROAD,CARROLLTON	(972)733-4218	514 HWY 71 WEST,BASTROP	(512)596-3348
2507 ROYAL LANE,DALLAS	(972)241-9224	6806 GARTH RD,BAYTOWN	(832)284-7655
3790 FOREST LANE,DALLAS	(214)352-3069	8823 NORTH HIGHWAY 146,BAYTOWN	(281)738-1277
<b>BAGEL MANIA CORPORATION (TX CORP), ASRA OBEROI, R. RISHI OBEROI,</b>		4590 DOWLEN ROAD,BEAUMONT	(409)600-9178
<b>RICKI R. OBEROI</b>		735 S. 11TH STREET,BEAUMONT	(409)600-9185
27943 SOUTHWEST FREEWAY,ROSENBERG	(281)239-3639	4544 BISSONNET,BELLAIRE	(832)509-2372
<b>BAGEL MANIA CORPORATION (TX CORP), ASRA OBEROI, RICKI R. OBEROI</b>		891 EARL RUDDER FREEWAY,BRYAN	(979)776-6042
5916 RICHMOND AVENUE,HOUSTON	(713)783-0836	2901 E WHITESTONE BLVD,CEDAR PARK	(512)596-2638
9145 HIGHWAY 6,HOUSTON	(281)568-0871	810 N BELL BLVD,CEDAR PARK	(512)596-2581
2201 S. MASON RD.,KATY	(281)492-7070	15770 I-10 EAST,CHANNELVIEW	(832)284-7652
<b>BAGEL MANIA CORPORATION (TX CORP), RICKI R. OBEROI</b>		325 FM 2094,CLEAR LAKE SHORES	(346)251-4532
1225 GESSNER,HOUSTON	(713)465-4713	202 SOUTHWEST PKWY E.,COLLEGE STATION	(979)985-3427
<b>BAGEL MANIA TOO CORPORATION (TX CORP), ASRA OBEROI, R. RISHI OBEROI,</b>		10377 HIGHWAY 242,CONROE	(346)667-9531
<b>RICKI R. OBEROI</b>		17545 SPRING CYPRESS ROAD,CYPRESS	(832)699-5486
5929 FM 1463,KATY	(281)665-2574	28060 HWY 290,CYPRESS	(832)497-5300
<b>BAGEL MANIA TOO CORPORATION (TX CORP), ASRA OBEROI, RICKI R. OBEROI</b>		9806 FRY ROAD,CYPRESS	(281)758-8815
18025 FM 529,CYPRESS	(281)856-8060	12611 LOUETTA STREET,CYPRESS	(281)677-4695
19225 WEST BELLFORT STREET,RICHMOND	(346)843-1300	124 FM 517 WEST,DICKINSON	(346)251-4056
16710 SOUTHWEST FREEWAY,SUGAR LAND	(281)277-1661	3101 FM 528,FRIENDSWOOD	(281)994-7665
<b>COTTI FOODS MIDWEST, INC.</b>		104 E. EDGEWOOD AVENUE,FRIENDSWOOD	(346)251-4360
5638 AMARILLO BOULEVARD,AMARILLO	(806)352-4248	1102 RIVERY BLVD.,GEORGETOWN	(512)596-2832
7236 S.W. 34TH AVE,AMARILLO	(806)352-4413	4600 TWIN CITY HIGHWAY,GROVES	(409)234-0215
4613 S. WESTERN,AMARILLO	(806)353-1014	7215 FONDREN,HOUSTON	(832)284-7269
4206 I-40 WEST,AMARILLO	(806)352-4447	3910 OLD SPANISH TRL,HOUSTON	(832)652-3773
2000 ROSS-OSAGE,AMARILLO	(806)373-4076	5000 FM 1960 W,HOUSTON	(832)284-7283
407 23RD ST.,CANYON	(806)655-7782	5003 KIRBY,HOUSTON	(832)509-1793
<b>CS RESTAURANTS, INC. (TX CORP.), CHADI S. SANSAL</b>		6101 HILLCROFT,HOUSTON	(832)410-3124
2328 SEAWALL BLVD,GALVESTON	(409)762-8195	7090A W. OREM DRIVE,HOUSTON	(832)509-3890
2800 FM 1764,LA MARQUE	(409)986-8505	9500 SOUTH MAIN STREET,HOUSTON	(281)206-0264
2535 E. LEAGUE CITY PARKWAY,LEAGUE CITY	(832)864-2635	14115 E SAM HOUSTON PKWY N,HOUSTON	(832)284-7742
2805 PALMER HIGHWAY,TEXAS CITY	(409)945-4663	7760 WEST BELLFORT,HOUSTON	(832)284-7286
<b>ELP RESTAURANT HOLDINGS, LLC (FL LLC),</b>		7920 HOWARD DRIVE,HOUSTON	(832)509-1979
<b>JHONNY ALEXANDER MERCADO SAM</b>		9035 WEST RD,HOUSTON	(832)509-5463
6201 MONTANA AVE.,EL PASO	(915)778-5729	9409 FUQUA STREET,HOUSTON	(281)624-4414
9150 VISCOUNT,EL PASO	(915)593-0666	3710 SCOTT STREET,HOUSTON	(832)509-4395
9516 DYER ST,EL PASO	(915)755-7223	715 W 28TH ST,HOUSTON	(832)509-2884
825 N ZARAGOZA RD,EL PASO	(915)790-2932	3508 S. DAIRY ASHFORD STREET,HOUSTON	(281)994-7991
7731 PASEO DEL NORTE,EL PASO	(915)235-0466	2928 WOODRIDGE DR,HOUSTON	(281)676-3570
7453 NORTH MESA,EL PASO	(915)584-9593	243 GREENS ROAD,HOUSTON	(832)509-1445
1890 ZARAGOZA RD,EL PASO	(915)857-3308	2007 DURHAM,HOUSTON	(832)509-2447
1501 GEORGE DIETER DRIVE,EL PASO	(915)229-7660	1829 MANGUM ROAD,HOUSTON	(832)509-3855
13008 EASTLAKE BLVD,EL PASO	(915)247-3770	16500 EL CAMINO REAL,HOUSTON	(832)284-7263
1176 YARBROUGH DR.,EL PASO	(915)598-9647	15355 WALLISVILLE ROAD,HOUSTON	(832)284-7261
10771 GATEWAY PLAZA BLVD,EL PASO	(915)229-7966	14304 GULF FWY,HOUSTON	(281)306-6927
3501 NORTH MESA,EL PASO	(915)533-8031	1127 WEST RANKIN ROAD,HOUSTON	(281)205-3102
14493 HORIZON BLVD,HORIZON CITY	(915)974-3003	10780 WESTHEIMER ROAD,HOUSTON	(832)509-2297
<b>EMERALD FOODS, INC. (TX CORP), DONALD L. FEINSTEIN, MARK J. GEORGE</b>		10731 W. BELLFORT STREET,HOUSTON	(832)509-3672
6421 NORTH I-35,DENTON	(940)243-3181	10715 NORTH FREEWAY,HOUSTON	(832)509-3778
1111 LOUISIANA,HOUSTON	(713)650-6136	15130 ALDINE WESTFIELD ROAD,HOUSTON	(281)579-3537
210 PATTON STREET,HOUSTON	(713)695-5160	10015 FM 1960 BYPASS,HUMBLE	(281)677-4697
639 HWY 75 N,HUNTSVILLE	(936)291-1975	7206 FM 1960 E.,HUMBLE	(832)284-7757
21548 FM 471 SOUTH,NATALIA	(830)663-9997	70 CHRIS KELLEY BLVD,HUTTO	(512)586-5089
900 SOUTH EAGLE STREET,WEIMAR	(979)725-8640	13745 N INTERSTATE 35, SUITE B,JARRELL	(512)746-7007
9600 LONGSTREET ROAD,WILLIS	(936)856-8078	1484 KATY FORT BEND RD,KATY	(281)994-7195
<b>GRONBACH FOOD SYSTEMS, LLC (TX LIMITED LIABILITY COMPANY),</b>		1717 SPRING GREEN BOULEVARD,KATY	(281)758-8547
<b>DEBORAH S. GRONBACH, PAUL L. GRONBACH, PAUL M. GRONBACH</b>		25540 KINGSLAND BLVD,KATY	(346)667-9531
4410 W. GREEN OAKS BLVD.,ARLINGTON	(682)587-4047	2930 N MASON ROAD,KATY	(281)769-8425
1771 U.S. HWY 287,MANSFIELD	(817)592-3199	307 S FRY RD,KATY	(281)676-5447
		20584 IH 35,KYLE	(512)596-3319

## EXHIBIT S-1 Operating Outlets By State

95 OYSTER CREEK DR, LAKE JACKSON	(979)258-5495	MUY HAMBURGER PARTNERS, LLC, JAMES H. BODENSTEDT	
2404 RANCH ROAD 620, LAKEWAY	(512)596-3174	17890 BLANCO ROAD, SUITE 401, SAN ANTONIO	(0)-
1750 WEST MAIN, LEAGUE CITY	(346)251-4054	<b>PILOT TRAVEL CENTERS LLC (DE LIMITED LIABILITY COMPANY)</b>	
10747 E CRYSTAL FALLS PKWY, LEANDER	(737)757-4645	2015 ANTONIO STREET, ANTHONY	(915)886-3532
518 S MAIN ST, LUMBERTON	(409)678-3555	8787 S. LANCASTER ROAD, DALLAS	(972)228-0751
11923 US 290 E, MANOR	(512)596-3857	501 VAN HORN DRIVE, VAN HORN	(432)283-8070
20140 MORRIS AVE., SUITE A, MANVEL	(832)336-7226	1201 WEST I-20, WEATHERFORD	(817)341-4605
9819 HIGHWAY 6, MISSOURI CITY	(281)994-7973	2311 JACKSBORO HIGHWAY, WICHITA FALLS	(940)761-1503
15295 HIGHWAY 105, SUITE 200, MONTGOMERY	(281)402-6510	<b>R.C.D., INC. (TX CORP.), CARL HAYES HOOVER, RONALD F. REINKE</b>	
19990 EVA ST, MONTGOMERY	(936)297-9313	2146 S STATE HIGHWAY 121, LEWISVILLE	(972)459-2380
1702 NASA RD, NASSAU BAY	(346)251-4058	517 E FM 3040, LEWISVILLE	(972)315-8377
2912 PEEK RD, NEDERLAND	(409)299-4914	<b>R.H.R. RESTAURANTS, INC. (TX CORP), CARL HAYES HOOVER, RONALD F. REINKE</b>	
2205 N. HIGHWAY 62, ORANGE	(409)209-8058	1714 W. UNIVERSITY DRIVE, MCKINNEY	(972)542-6571
7444 SPENCER HIGHWAY, PASADENA	(832)284-7801	<b>RDC RESTAURANTS, LLC, RICKI R. OBEROI</b>	
4014 SPENCER HIGHWAY, PASADENA	(832)284-7653	1215 FM 1462, ALVIN	(281)245-6336
301 W. SOUTHMORE AVE, PASADENA	(832)284-7281	14425 FM 2100, CROSBY	(346)760-0143
11011 CR 59, PEARLAND	(832)509-4248	13334 TOMBALL PARKWAY, HOUSTON	(281)591-7081
11511 SHADOW CREEK PKWY, PEARLAND	(832)284-7268	<b>RENT THREE HIGH, INC. (TX CORP), CYNTHIA D. JAMES, KENNETH A. JAMES, LATRELLE D. JAMES, THE ESTATE OF GLADYS L. JAMES</b>	
11630 BROADWAY STREET, PEARLAND	(281)994-7669	1109 LEAGUE LINE ROAD, CONROE	(936)856-2827
1722 NORTH MAIN, PEARLAND	(832)284-7529	3303 WEST LAKE HOUSTON PARKWAY, KINGWOOD	(281)360-5920
1810 PEARLAND PARKWAY, PEARLAND	(281)994-7612	<b>RENT THREE HIGH, INC. (TX CORP), KENNETH A. JAMES, LATRELLE D. JAMES, W.A. JAMES, JR.</b>	
1425 WELLS BRANCH PKWY, PFLUGERVILLE	(512)596-3252	590 KINGWOOD DR, KINGWOOD	(281)359-3328
11310 OLD FM 1464 RD, RICHMOND	(832)757-9352	<b>RENT THREE HIGH, INC. (TX CORP), KENNETH A. JAMES, W.A. JAMES, JR.</b>	
21950 WILLIAMS WAY, RICHMOND	(281)656-1885	12707 GESSNER ROAD, HOUSTON	(832)912-6050
17560 RR-620, ROUND ROCK	(512)586-5557	6670 WOODLANDS PKWY., THE WOODLANDS	(281)364-7372
4849 NORTH I-35, ROUND ROCK	(512)425-0651	<b>RESTAURANT SERVICE, L.L.C.</b>	
607 LOUIS HENNA BLVD, ROUND ROCK	(512)596-3276	12486 NORTHWEST FREEWAY, HOUSTON	(832)581-4380
4001 I-35 SOUTH, SAN MARCOS	(512)596-3318	14027 WESTHEIMER, HOUSTON	(832)509-5448
701 EAST HOPKINS STREET, SAN MARCOS	(512)212-9225	14602 PERTHSHIRE, HOUSTON	(832)431-3607
10235 ALMEDA GENOA ROAD, SOUTH HOUSTON	(832)509-3019	8436 HIGHWAY 6 NORTH, HOUSTON	(832)509-3824
1481 SPRING CYPRESS RD., SPRING	(832)509-5424	5515 HIGHWAY 6, MISSOURI CITY	(713)405-1442
21130 KUYKENDAHL RD, SPRING	(832)284-7505	<b>RKR RESTAURANTS, LLC (TX LLC), RICKI R. OBEROI</b>	
505 SAWDUST ROAD, SPRING	(832)284-7382	1001 MAIN STREET, BROWNSVILLE	(956)542-1406
8735 SPRING CYPRESS, SPRING	(832)509-5737	4011 S. MCCOLL ROAD, EDINBURG	(956)687-7228
13693 MURPHY ROAD, STAFFORD	(832)509-4174	1415 ED CAREY DRIVE, HARLINGEN	(956)428-0611
18911 UNIVERSITY BLVD, SUGAR LAND	(346)279-0204	401 DIXIELAND ROAD, HARLINGEN	(956)425-8464
3507 NORTH NAVARRO, VICTORIA	(361)541-6021	1212 DEL MAR BLVD., LAREDO	(956)791-6642
2901 HOUSTON HIGHWAY, VICTORIA	(361)541-6028	1319 SAN BERNARDO, LAREDO	(956)723-4214
3113 EDGAR BROWN DRIVE, W.ORANGE	(409)209-8063	1520 E SAUDERS ST, LAREDO	(956)722-8985
<b>HAZA FOODS, LLC, MOHAMMED ALI DHANANI</b>		2330 BOB BULLOCK LOOP 1A, LAREDO	(956)712-0251
10953 F.M. 1960 WEST, HOUSTON	(281)306-6767	4719 SAN BERNARDO, LAREDO	(956)722-8332
22633 IMPERIAL VALLEY DR, HOUSTON	(713)587-6706	611 RANCHO VIEJO DR., LAREDO	(956)795-8802
3010 BARKER CYPRESS RD, HOUSTON	(281)410-1800	10219 MCPHERSON, LAREDO	(956)712-1633
<b>HILLOCK FOODS, INC. (TX CORP.), HAROLD L. HILLOCK, PENNY DAVIS</b>		1108 EAST JACKSON AVENUE, MCALLEN	(956)618-2240
2900 S US HIGHWAY 287, CORSICANA	(903)874-6000	2716 NOLANA STREET, MCALLEN	(956)631-4229
<b>INSPIRED BY OPPORTUNITY, LLC</b>		2507 E EXPRESSWAY 83, MISSION	(956)664-2752
2311 S. GREGG ST., BIG SPRING	(432)606-2252	925 N. TEXAS BLVD., WESLACO	(956)969-0891
1100 W 1ST ST, HEREFORD	(806)391-7064	<b>ROAD RANGER LLC</b>	
2505 S LOOP 289, LUBBOCK	(806)503-3459	2300 TX 464 LOOP RD, SUITE 2, MONAHANS	(432)888-9877
6815 MILWAUKEE AVENUE, LUBBOCK	(806)503-2529	<b>S &amp; J LONE STAR ENTERPRISES, LLC, J. GARY SHELTON, JEREMY M. SHELTON, MARGIE J. SHELTON, SUZANNE M. SHELTON</b>	
5111 98TH ST, LUBBOCK	(806)503-2549	1180 FM 51 SOUTH, DECATUR	(940)627-1340
2401 19TH ST, LUBBOCK	(806)503-2528	<b>SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY</b>	
5721 4TH ST, LUBBOCK	(806)503-2531	1197 NORTH WATSON ROAD, ARLINGTON	(682)276-8048
4412 W LOOP 250 N, MIDLAND	(432)219-3453	1509 BROWN TRAIL, BEDFORD	(817)282-1029
902 ANDREWS HIGHWAY, MIDLAND	(432)219-3454	9541 WHITE SETTLEMENT ROAD, FT.WORTH	(682)250-5596
2646 JOHN BEN SHEPARD PKWY, ODESSA	(432)227-0008	963 N BEACH ST, FT.WORTH	(817)838-3444
3801 ANDREWS HWY, ODESSA	(432)227-0070	425 E HIGHWAY 377, GRANBURY	(817)573-2260
1509 N I-27, PLAINVIEW	(806)429-4033	1725 N. BELTLINE ROAD, IRVING	(972)399-1868
<b>LATRELLE'S COLLEGE PARK, L.P. (TX LIMITED PARTNERSHIP), KENNETH A. JAMES, LATRELLE D. JAMES, W.A. JAMES, JR.</b>		5161 RUFÉ SNOW DR, N.RICHLAND HILLS	(817)485-9182
3032 COLLEGE PARK, CONROE	(936)321-5745	<b>SQUARE PATTY, LLC, SANJAY MEHRA</b>	
2212 S. FIRST ST., LUFKIN	(936)634-4334	1242 S. MAIN STREET, BOERNE	(830)443-4332
<b>LATRELLE'S EXPRESS CORPORATION (TX CORP), KENNETH A. JAMES, LATRELLE D. JAMES, W.A. JAMES, JR.</b>		8646 FM 78, CONVERSE	(210)319-7159
7800 AIRPORT BLVD, HOUSTON	(713)645-5200	1687 STATE HIGHWAY 46 S, NEW BRAUNFELS	(830)515-4324
3950 S TERMINAL RD, HOUSTON	(281)821-8833	143 HWY 46 S, NEW BRAUNFELS	(830)500-2084
<b>LATRELLE'S FLIGHT KITCHEN, L.P. (TX LIMITED PARTNERSHIP), KENNETH A. JAMES, LATRELLE D. JAMES, LATRELLE'S 19, LLC, W.A. JAMES, JR.</b>		6827 MILITARY DRIVE W, SAN ANTONIO	(210)417-4066
2800 TERMINAL RD N, HOUSTON	(281)230-3488	9535 CULEBRA ROAD, SAN ANTONIO	(210)390-0862
<b>LATRELLE'S FLIGHT KITCHEN, L.P. (TX LIMITED PARTNERSHIP), KENNETH A. JAMES, LATRELLE D. JAMES, W.A. JAMES, JR.</b>		514 W. CEVALLOS, SAN ANTONIO	(210)305-5134
2625 N INTERNATIONAL PARKWAY, DALLAS	(972)973-6404	5121 NORTHWEST LOOP 410, SAN ANTONIO	(210)468-0026
3121 NORTH TERMINAL RD, HOUSTON	(281)230-3457	5195 DE ZAVALA, SAN ANTONIO	(210)468-0039
<b>MAX-E ENTERPRISES, INC. (TX CORP.), GREGORY S. MAXEY, TERRY M. MAXEY, W. MERLIN MAXEY</b>		607 S.W. MILITARY DRIVE, SAN ANTONIO	(210)428-6143
35 W FM 468, COTULLA	(830)879-3343	16611 NACOGDOCHES, SAN ANTONIO	(210)468-0027
2213 AVENUE F, DEL RIO	(830)768-1992	7039 CULEBRA, SAN ANTONIO	(210)319-7162
2419 E. MAIN STREET, EAGLE PASS	(830)758-0018	742 SEGUIN ST, SAN ANTONIO	(210)501-1162
1220 JUNCTION HIGHWAY, KERRVILLE	(830)792-9898	7662 GUILBEAU, SAN ANTONIO	(210)468-0040
498 S HIGHWAY 123 BYP, SEGUIN	(830)372-2802	7727 WURZBACH RD, SAN ANTONIO	(210)319-7125
526 EAST MAIN STREET, UVALDE	(830)278-8122	9340 WURZBACH, SAN ANTONIO	(210)853-5782
<b>MDCOX AND TOWNSEND PARTNERS, LLC, A. MARK TOWNSEND, DAPHNE COX, JAMES MICHAEL COX, KRISTI FLOYD, LISA WRIGHT, TOWNSEND</b>		4519 FREDERICKSBURG ROAD, SAN ANTONIO	(210)305-5132
131 E. INDUSTRIAL DRIVE, SULPHUR SPRINGS	(903)558-2040	9307 POTRANCO RD, SAN ANTONIO	(210)390-0836
		11919 PERRIN-BEITEL, SAN ANTONIO	(210)907-7162
		10738 POTRANCO ROAD, SAN ANTONIO	(210)390-0964
		10926 CULEBRA RD, SAN ANTONIO	(210)864-3057
		4445 WEST COMMERCE STREET, SAN ANTONIO	(210)944-0743

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11652 BANDERA RD,SAN ANTONIO	(210)428-6166	10046 MARSH LANE,DALLAS	(214)666-4133
1410 AUSTIN HIGHWAY,SAN ANTONIO	(210)767-2519	5555 N. JIM MILLER,DALLAS	(214)272-0472
18303 BLANCO RD,SAN ANTONIO	(210)305-5085	17989 MARSH LANE,DALLAS	(972)360-9875
17702 BULVERDE RD,SAN ANTONIO	(210)853-0843	1304 E PLEASANT RUN,DE SOTO	(972)639-5132
19140 STONE OAK PKWY,SAN ANTONIO	(210)305-5139	1002 E. ENNIS AVE.,ENNIS	(972)597-4130
2343 S.W. MILITARY,SAN ANTONIO	(210)853-5786	4169 LBJ FREEWAY,FARMERS BRANCH	(972)591-3608
2422 EAST SOUTHCROSS BLVD.,SAN ANTONIO	(210)853-5785	850 E. HWY 80,FORNEY	(972)210-2790
430 SAN PEDRO,SAN ANTONIO	(210)305-5141	7201 PRESTON ROAD,FRISCO	(972)464-1218
111 NW WEST WHITE RD,SAN ANTONIO	(210)428-6164	5622 FM 423,FRISCO	(214)919-4547
5550 FM 3009,SCHERTZ	(210)305-5106	5555 EL DORADO PARKWAY,FRISCO	(214)705-3311
8171 AGORA PARKWAY,SELMA	(210)305-5175	12150 FM 423,FRISCO	(972)704-1414
<b>SRRG NBL LLC (DE LLC), J. NICHOLAS RHOADS, NATHAN HAMILTON</b>		3208 PRESTON RD.,FRISCO	(469)353-6373
2101 SYCAMORE SCHOOL RD,FT.WORTH	(817)551-2957	1905 GARLAND AVE,GARLAND	(972)865-7699
1130 ARKANSAS LANE,GRAND PRAIRIE	(972)606-4608	3232 LAVON DRIVE,GARLAND	(972)805-4463
2071 FM 663,MIDLOTHIAN	(972)775-5227	501 WEST I-30,GARLAND	(972)535-5576
<b>SRRG RESTAURANTS LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON</b>		5235 N. GARLAND RD.,GARLAND	(972)865-7721
26751 E UNIVERSITY DR,AUBREY	(972)347-9171	2670 WEST LUCAS RD,LUCAS	(469)656-4491
4741 GOLDEN TRIANGLE BLVD,FT.WORTH	(817)697-4269	1951 W. EL DORADO PKWY.,MCKINNEY	(972)464-1288
7701 SUMMER CREEK DR,FT.WORTH	(682)900-8349	8904 STATE HIGHWAY 121,MCKINNEY	(214)473-5772
1217 SOUTH JACKSON STREET,JACKSONVILLE	(903)541-0918	1325 GROSS ROAD,MESQUITE	(972)564-8826
2702 SAM RAYBURN HWY,MELISSA	(469)678-8567	1800 N. BELTLINE,MESQUITE	(972)546-3859
590 W PRINCETON DRIVE,PRINCETON	(972)736-6611	205 W FM 544,MURPHY	(972)468-1752
2812 N. BRYANT BLVD.,SAN ANGELO	(325)777-0461	3200 CUSTER RD.,PLANO	(972)212-5868
1083 W WASHINGTON ST,STEPHENVILLE	(254)431-3952	6108 WEST PARK BLVD,PLANO	(972)362-2867
<b>STONEWALL ROAD RESTAURANT GROUP LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON</b>		6912 COIT RD,PLANO	(972)468-1757
4374 SOUTHWEST DR,ABILENE	(325)692-2315	709 W SPRING CREEK PKWY,PLANO	(972)468-1756
1311 NORTH COLLINS,ARLINGTON	(817)275-5633	1345 E. BELTLINE RD.,RICHARDSON	(972)437-8439
409 WEST ABRAM,ARLINGTON	(817)460-8492	200 W. SPRING VALLEY ROAD,RICHARDSON	(972)437-8125
1751 S. CHERRY LANE,FT.WORTH	(817)708-2305	3521 CUSTER PARKWAY,RICHARDSON	(972)528-4879
2420 WESTPORT PKWY,FT.WORTH	(817)439-8620	935 E CAMPBELL,RICHARDSON	(972)528-4857
2926 W. 7TH AVE.,FT.WORTH	(817)332-6043	2545 RIDGE ROAD,ROCKWALL	(972)961-3179
5900 CAMP BOWIE BLVD.,FT.WORTH	(817)731-0112	2509 LAKEVIEW PKWY,ROWLETT	(214)304-7616
6321 WICHITA ST,FT.WORTH	(817)535-3831	8901 LAKEVIEW PARKWAY,ROWLETT	(972)961-3178
600 W CALIFORNIA,GAINESVILLE	(940)668-6596	605 E MALLOY BRIDGE RD,SEAGOVILLE	(972)210-2980
925 E MAIN ST,GRAND PRAIRIE	(972)263-6322	5309 S.H. 121,THE COLONY	(469)353-6372
2215 SOUTH LOOP 256,PALESTINE	(903)729-6973	1060 HIGHWAY 287/BYPASS WEST,WAXAHACHIE	(972)646-6049
5555 SHERWOOD WAY,SAN ANGELO	(325)947-3231	1401 W. KIRBY ST,WYLIE	(972)961-7143
4100 US HIGHWAY 75 NORTH,SHERMAN	(903)892-8723	<b>WENAPEX, L.P. (TX LIMITED PARTNERSHIP), THOMAS R. DOLAN, II,</b>	
403 NE GEORGIA AVE,SWEETWATER	(325)236-8086	<b>WENWOP, L.P. (TX LIMITED PARTNERSHIP)</b>	
3920 S.W. LOOP 323,TYLER	(903)581-5642	1310 W CENTERVILLE ROAD,GARLAND	(972)279-4363
427 W FRONT ST,TYLER	(903)593-1462	3540 GUS THOMASSON RD.,MESQUITE	(972)270-6868
3601 KEMP BLVD.,WICHITA FALLS	(940)691-2944	<b>WENDELTA, INC. (MS CORP.)</b>	
<b>TNTFC, LLC (TX LLC)</b>		1511 E END BLVD NORTH,MARSHALL	(903)927-1229
5418 RIVER ROAD,AMARILLO	(806)350-8114	<b>WEN-DEN, INC. (TX CORP.), RONALD F. REINKE</b>	
8507 E I-40,AMARILLO	(806)220-0964	1576 W. UNIVERSITY DR,DENTON	(940)380-9197
1419 W. WILSON ST.,BORGER	(806)275-9406	2213 S INTERSTATE 35 E,DENTON	(940)382-2217
1107 SOUTH US HIGHWAY 87,DALHART	(806)244-3800	8100 I-35 EAST,DENTON	(940)497-3415
102 S DUMAS AVE,DUMAS	(806)421-0079	<b>WEND-XX, INC. (TX CORP.), A. MARK TOWNSEND, EVELYN R. ANDRES,</b>	
1205 N HOBART ST,PAMPA	(806)419-1601	<b>JAMES MICHAEL COX, KENNETH M. COX, JR.</b>	
2401 SOUTH MAIN STREET,PERRYTON	(806)648-2980	3737 NEW BOSTON ROAD,TEXARKANA	(903)832-7835
<b>TOP RIGHT RESTAURANTS (TX CORP.), GORDON SPRINGER, MARK SPRINGER, ROBERT SPRINGER</b>		<b>WENTEX FOODS, LLC, A. MARK TOWNSEND, DAPHNE COX, JAMES MICHAEL COX, MICHAEL S. JONES, SAMUEL T. MARK</b>	
4401 N STATE HWY 42,KILGORE	(903)988-8600	6834 WESLEY CROSSROADS,GREENVILLE	(903)450-4108
2417 GILMER ROAD,LONGVIEW	(903)297-1040	907 NORTH MCOY BLVD.,NEW BOSTON	(903)628-3531
3302 NORTH 4TH STREET,LONGVIEW	(903)663-9330	290 EAST I-20,TERRELL	(972)524-2620
<b>VESSEL OPERATING HOLDCO LLC</b>			
811 DRAGON ST,DALLAS	(415)816-8361		
7544 E GRAND AVE,DALLAS	(0)-		
601 N HAWKINS ST,DALLAS	(0)-		
1033 YOUNG ST,DALLAS	(0)-		
1060 N SAN JACINTO ST,HOUSTON	(0)-		
6073 HWY 6 N,HOUSTON	(0)-		
1009 MISSOURI ST,HOUSTON	(0)-		
9503 MIDDLEX DR,SAN ANTONIO	(0)-		
11689 CROSSWINDS WAY,SAN ANTONIO	(0)-		
1402 CUPPLES RD,SAN ANTONIO	(0)-		
715 WEST AVE,SAN ANTONIO	(0)-		
8415 MCCULLOUGH AVE,SAN ANTONIO	(0)-		
<b>W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER</b>			
853 W STACY RD,ALLEN	(469)656-3953		
2025 W. MCDERMOTT DRIVE,ALLEN	(972)212-5871		
601 W MCDERMOTT DRIVE,ALLEN	(972)468-1758		
12415 LAKE JUNE ROAD,BALCH SPRINGS	(972)584-0238		
1005 W TRINITY MILLS,CARROLLTON	(972)395-5360		
5215 SPRING VALLEY RD.,DALLAS	(972)591-3628		
1910 S. BUCKNER AVE.,DALLAS	(214)295-9391		
5502 HARRY HINES BLVD.,DALLAS	(214)666-4136		
9680 AUDELIA,DALLAS	(214)295-9407		
510 SOUTH BECKLEY,DALLAS	(214)666-4893		
4018 LEMMON AVE.,DALLAS	(214)272-0842		
17981 PRESTON ROAD,DALLAS	(972)362-1102		
1507 E. KIEST BLVD,DALLAS	(214)731-4139		
135 SHORT BLVD.,DALLAS	(214)390-6793		
11722 N CENTRAL EXPY,DALLAS	(214)302-0694		
11711 E NW HIGHWAY,DALLAS	(214)295-9389		
		<b>UTAH</b>	
		<b>BARBAROSA FOODS, LTD. (TX LIMITED PARTNERSHIP)</b>	
		800 SOUTH MAIN STREET,HEBER CITY	(435)654-7458
		301 SOUTH FAIRWAY,KANAB	(435)644-3707
		47 S. 850 EAST,LEHI	(801)768-0391
		795 N. STATE ROAD,LINDON	(801)785-8300
		830 E.100 NORTH,NEPHI	(435)623-7203
		1522 W. 800 SOUTH,PAYSON	(801)465-7600
		2025 W. CENTER ST.,PROVO	(801)375-8051
		1050 WEST 1250 SOUTH,RICHFIELD	(435)896-9801
		120 N 1000 E,ST.GEORGE	(435)628-5830
		918 NORTH 2720 EAST,ST.GEORGE	(435)656-3293
		144 W. BRIGHAM ROAD,ST.GEORGE	(435)674-0375
		1838 WEST SUNSET BLVD.,ST.GEORGE	(435)688-2386
		975 NORTH MAIN,TOOELE	(435)833-0998
		<b>BARBAROSA FOODS, LTD. (TX LIMITED PARTNERSHIP), JON R. TURNER,</b>	
		<b>THE ESTATE OF TOM E. TURNER, JR.</b>	
		1305 N MAIN,LOGAN	(435)753-1441
		895 S. MAIN ST,LOGAN	(435)752-7492
		810 S. MAIN,SMITHFIELD	(435)563-4790
		1598 SOUTH 2000 WEST,SYRACUSE	(801)217-3112
		2280 WEST MAIN STREET,TREMONTON	(435)257-1441
		<b>BRIGHAM YOUNG UNIVERSITY</b>	
		BYU, 2230 WILKINSON STD. CTR., 1 CAMPUS	(801)422-1607

## EXHIBIT S-1 Operating Outlets By State

### INTEGRITY FOOD GROUP, LLC (A UTAH LIMITED LIABILITY COMPANY),

#### HERBERT E. PUMPHREY

1444 S. STATE, OREM (801)226-3018  
800 WEST UNIVERSITY PKWY, OREM (801)225-5742  
1066 S. UNIVERSITY AVE., PROVO (801)377-1413  
866 B SOUTH MAIN STREET, SPANISH FORK (801)794-9999  
929 EAST 800 NORTH, SPANISH FORK (801)798-2425  
1739 WEST 400 SOUTH, SPRINGVILLE (801)491-6810

### PHOENIX PARTNERS, LLC (WY LIMITED LIABILITY COMPANY)

625 W 1400 NORTH, BEAVER (435)438-1215  
13883 S REDWOOD ROAD, BLUFFDALE (0)-  
185 N 1225 W, CEDAR CITY (435)586-2238  
1149 W. STATE, HURRICANE (435)635-6828

### SQUARE FOODS, INC. (UT CORP.), LISA EWELL

1120 W. US HWY 40, VERNAL (435)781-2222

### WEND SALT LAKE CITY LLC (DE LLC)

368 E. STATE ST., AMERICAN FORK (801)763-7609  
210 WEST 500 SOUTH, BOUNTIFUL (801)296-2449  
715 SO MAIN, BRIGHAM CITY (435)734-1220  
363 NORTH MARKET PLACE DRIVE, CENTERVILLE (801)397-1964  
1350 S STATE ST, CLEARFIELD (801)728-0811  
1903 NORTH 2000 WEST, CLINTON (801)525-9900  
1044 W PARK LANE, FARMINGTON (385)988-1122  
1750 WEST 2700 NORTH, FARR WEST (801)737-9686  
5592 WEST 13400 SOUTH, HERRIMAN (801)302-1500  
10989 NO TOWN CENTER BLVD, HIGHLAND (801)492-0303  
353 WEST 200 NORTH, KAYSVILLE (801)593-1668  
3988 WEST 5400 SOUTH, KEARNS (801)967-0424  
1105 N 400 WEST, LAYTON (801)544-7640  
1344 E HWY 193, LAYTON (801)771-7040  
3410 N. DIGITAL DRIVE, LEHI (801)341-6133  
3490 SOUTH 8000 WEST, MAGNA (801)508-0600  
7035 SOUTH 900 EAST, MIDVALE (801)566-6710  
484 WEST 4500 SOUTH, MURRAY (801)313-0867  
5648 SO 900 EAST, MURRAY (801)313-1620  
2594 N 400 E, N. OGDEN (801)737-5511  
1005 N. 500 EAST, N. SALT LAKE (801)295-7833  
5710 HARRISON BLVD, OGDEN (801)475-0212  
1176 WASHINGTON BLVD, OGDEN (801)627-8144  
215 WEST CENTER STREET, OREM (801)802-0299  
997 NORTH STATE STREET, OREM (801)221-4688  
1620 WEST UTE BLVD., PARK CITY (435)658-2382  
122 EAST 1230 NORTH, PROVO (801)377-8063  
1096 W. RIVERDALE RD., RIVERDALE (801)627-2523  
1938 WEST 12600 SOUTH, RIVERTON (801)446-3884  
1923 W. 5600 SOUTH, ROY (801)825-2678  
11503 S 4000 W, S. JORDAN (801)446-6024  
1714 E. 4500 SOUTH, SALT LAKE CITY (801)274-0077  
562 EAST 400 SOUTH, SALT LAKE CITY (801)328-0821  
3259 EAST 3300 SOUTH, SALT LAKE CITY (801)487-9933  
6135 S. HIGHLAND DRIVE, SALT LAKE CITY (801)277-8602  
1309 FOOTHILL BLVD., SALT LAKE CITY (801)583-1514  
1090 SOUTH 300 WEST, SALT LAKE CITY (801)355-3407  
1783 W. N. TEMPLE, SALT LAKE CITY (801)363-3995  
2240 S. 1300 EAST, SALT LAKE CITY (801)484-1921  
10665 AUTO MALL DR, SANDY (801)571-6005  
2025 EAST 9400 SOUTH, SANDY (801)733-8880  
9286 SOUTH 700 E., SANDY (801)255-1961  
1361 N. REDWOOD ROAD, SARATOGA SPRINGS (801)768-4380  
1789 W. 4700 SOUTH, TAYLORSVILLE (801)967-2996  
4114 WEST 9000 SOUTH, W. JORDAN (801)282-9097  
8935 S REDWOOD RD, W. JORDAN (801)565-0822  
6828 SO. REDWOOD ROAD, W. JORDAN (801)565-1170  
7729 SO CAMPUS VIEW DR., W. JORDAN (801)280-5787  
3149 W 3500 S, W. VALLEY (801)966-0477  
3367 S 5600 W, W. VALLEY CITY (801)964-5714  
5673 WEST 6200 SOUTH, W. VALLEY CITY (801)965-0900

### WENDY'S OF COLORADO SPRINGS, INC. (CO CORP.), RICHARD W. HOLLAND

260 N. MAIN ST, MOAB (435)259-2595

### WENUTAH PRICE, L.L.C. (UT LIMITED LIABILITY COMPANY), GAIL A. BURKIS,

#### KENNETH C. DRAKE

687 W PRICE RIVER DR, PRICE (435)637-8686

## VIRGINIA

### BAY PARTNERS, LLC

1006 SETTLERS LANDING ROAD, HAMPTON (757)964-7022  
1024 W. MERCURY BLVD, HAMPTON (757)838-8417  
266 ABERDEEN RD, HAMPTON (757)838-3601  
301 FLOYD THOMPSON BLVD, HAMPTON (757)865-6841  
12464 WARWICK BLVD., NEWPORT NEWS (757)595-0388  
5113 W. MERCURY BLVD., NEWPORT NEWS (757)826-3750  
675 J. CLYDE MORRIS BLVD., NEWPORT NEWS (757)596-0677  
25403 LANKFORD HIGHWAY, ONLEY (757)302-7085  
454 WYTHE CREEK RD., POQUOSON (757)868-0889  
1201 BENNS CHURCH BLVD., SMITHFIELD (757)357-2508

### C.A.T. FOODS ALTAVISTA, INC., MALCOLM J. PIKE

167 CLARION ROAD, ALTAVISTA (434)309-2661

### C.A.T. FOODS PLANK ROAD, INC., MALCOLM J. PIKE

5801 PLANK ROAD, FREDERICKSBURG (540)388-2928

### CAROLINA RESTAURANT GROUP, INC. (NC CORP)

660 E. MAIN ST, PULASKI (540)980-2485

### CATIE FOOD SYSTEMS, INC. (VA CORP), A.J. HOLDINGS GROUP, L.L.C. (VA

#### LIMITED LIABILITY CO), MALCOLM J. PIKE

7741 RICHMOND HWY, APPOMATTOX (434)352-8443  
1251 SOUTH BOSTON ROAD, DANVILLE (434)793-6475  
1416 PINEY FOREST RD, DANVILLE (434)836-3035  
3260 RIVERSIDE DRIVE, DANVILLE (434)799-2813  
1809 SOUTH MAIN STREET, FARMVILLE (434)392-7419  
12890 BOOKER T. WASHINGTON HWY., HARDY (540)721-5000  
1882 PORT REPUBLIC RD., HARRISONBURG (540)615-5449  
400 OLD FRANKLIN TURNPIKE, ROCKY MOUNT (540)489-5004  
3461 OLD HALIFAX, S. BOSTON (434)572-8013

### COMPASS GROUP USA, INC. (DE CORP)

801 E MAIN ST, RADFORD (540)831-7101

### DELIGHT VA BEACH 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ

1630 S MILITARY HIGHWAY, CHESAPEAKE (757)420-6087  
241 S BATTLEFIELD BLVD., CHESAPEAKE (757)482-4767  
1380 E. LITTLE CREEK RD., NORFOLK (757)480-1681  
5001 GEORGE WASHINGTON HY, PORTSMOUTH (757)487-9339  
808 E. ATLANTIC ST., S. HILL (434)447-7961  
198 S. INDEPENDENCE BLVD, VIRGINIA BEACH (757)499-3171  
961 CHIMNEY HILL SHOPPING CTR, VIRGINIA (757)498-4804

### DELIGHT VA BEACH 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ

1524 SAMS CIRCLE, CHESAPEAKE (757)549-1423  
4308 PORTSMOUTH BLVD, CHESAPEAKE (757)488-4526  
1410 KEMPSVILLE ROAD, CHESAPEAKE (757)436-5413  
1371 ARMORY DRIVE, FRANKLIN (757)562-6314  
1066 INDEPENDENCE BLVD, VIRGINIA BEACH (757)363-7672  
3700 TIFFANY LANE, VIRGINIA BEACH (757)471-7250  
4892 PRINCESS ANNE ROAD, VIRGINIA BEACH (757)497-5440

### DELIGHT VA BEACH 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ

1456 MT. PLEASANT RD., CHESAPEAKE (757)482-1372  
1279 NORTH MILITARY HWY, NORFOLK (757)466-1372  
6110 N. MILITARY HWY, NORFOLK (757)431-7187  
8275 HAMPTON BOULEVARD, NORFOLK (757)423-1971  
835 LONDON BLVD., PORTSMOUTH (757)337-0022  
1365 FEDERICK BLVD, PORTSMOUTH (757)393-2870  
6251 COLLEGE DRIVE, SUFFOLK (757)483-5071  
2753 GODWIN BLVD, SUFFOLK (757)923-3987

### DELIGHT VA BEACH 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ

117 HILLCREST PARKWAY, CHESAPEAKE (757)421-3469  
3100 WESTERN BRANCH BLVD., CHESAPEAKE (757)484-7076  
636 GRASSFIELD PARKWAY, CHESAPEAKE (757)548-1827  
957 BATTLEFIELD BLVD., CHESAPEAKE (757)547-9780  
1805 MONTICELLO AVE, NORFOLK (757)627-9500  
208 E. LITTLE CREEK, NORFOLK (757)583-7092  
725 NEWTOWN RD, NORFOLK (757)466-9370  
3904 VICTORY BOULEVARD, PORTSMOUTH (757)488-8340  
728 NORTH MAIN STREET, SUFFOLK (757)539-6304  
5233 PROVIDENCE ROAD, VIRGINIA BEACH (757)495-0941

### HBF IAD JV, LLC AIRPANCHO'S LLC, HOJEIJ BRANDED FOODS, LLC,

#### J. STEPHEN OLSEN, WASSIM HOJEIJ

44825 DELTA ROAD, STERLING (703)661-3582

### LOGAN SEVEN FOODS LLC, JEFFREY LOGAN, PATRICIA K. LOGAN

506 E. STUART DR, GALAX (276)236-4410  
2076 CARROLLTON PIKE, HILLSVILLE (276)728-7078  
531 E. NELSON STREET, LEXINGTON (540)463-5005  
955 E. MAIN STREET, WYTHEVILLE (276)228-7877

### PILOT TRAVEL CENTERS LLC (DE LIMITED LIABILITY COMPANY)

2126 RUFFIN MILL ROAD, COLONIAL HTS. (804)524-9577  
4610 COUNTY DRIVE, DISPUTANTA (804)863-4618  
139 FACTORY OUTLET DR, MAX MEADOWS (276)637-4231  
713 OAKLAND CIRCLE, RAPHAINE (540)377-5587  
23890 ROGERS CLARK BLVD, RUTHER GLEN (804)448-2172

### SANDESARA FOOD SERVICES, LLC (VA LIMITED LIABILITY COMPANY),

#### DAKSHAY J. PATEL, SHIVANG PATEL

2614 NEW KENT HIGHWAY, QUINTON (804)932-3014

## VERMONT

### WENDCO OF EPSOM, INC. (NH CORP.), LAWRENCE M. WILEY

110 PEARL STREET, ESSEX JUNCTION (802)872-9099

### WENDCO OF NEW HAMPSHIRE, LLC, LAWRENCE M. WILEY

1059 PUTNEY ROAD, BRATTLEBORO (802)258-9841

### WENDCO OF VERMONT/NY LLC (NH LLC), LAWRENCE M. WILEY

187 WATERFRONT PLAZA, NEWPORT (802)334-5717  
21 N. MAIN STREET, RUTLAND (802)773-1738

## EXHIBIT S-1 Operating Outlets By State

<b>SHIRLEY MAY RESTAURANT GROUP, INC.</b>		13822 VILLAGE PLACE DR,MIDLOTHIAN	(804)794-7155
1705 SOUTH MAIN STREET,BLACKSBURG	(540)552-1440	6768 LAKE HARBOUR DR.,MIDLOTHIAN	(804)601-3202
701 N. MAIN ST.,BLACKSBURG	(540)552-7139	7802 MIDLOTHIAN TURNPIKE,RICHMOND	(804)482-3626
1192 RICHMOND ROAD,CHARLOTTESVILLE	(434)979-5908	7030 IRON BRIDGE RD,RICHMOND	(804)256-7894
416 4TH ST N.W.,CHARLOTTESVILLE	(434)979-0380	2120 JOHN ROLFE PARKWAY,RICHMOND	(804)256-7875
11 BANBURY COURT,FISHERSVILLE	(540)337-3930	11235 MIDLOTHIAN TURNPIKE,RICHMOND	(804)404-2134
1560 SOUTH MAIN STREET,HARRISONBURG	(540)434-0218	5620 HOPKINS RD,RICHMOND	(804)256-7871
1694 EAST MARKET ST,HARRISONBURG	(540)434-3368	<b>WEND BALTIMORE SOUTH LLC (DE LLC)</b>	
7370 PEPPERS FERRY ROAD,RADFORD	(540)639-3170	8700 RICHMOND HWY.,ALEXANDRIA	(703)360-1939
8764 SEMINOLE TRAIL,RUCKERSVILLE	(434)990-2021	229 SOUTH VAN DORN ST.,ALEXANDRIA	(703)823-9888
704 S. GREENVILLE,STAUNTON	(540)885-5250	7530 LITTLE RIVER TPKE,ANNANDALE	(703)914-0594
6 LODGE LANE,VERONA	(540)248-2513	5066 LEE HIGHWAY,ARLINGTON	(703)532-1312
2050 ROSSER AVENUE,WAYNESBORO	(540)943-4433	5050 CHESTERFIELD RD.,ARLINGTON	(703)578-1991
<b>STONY CREEK FOOD SERVICE II LLC, JOEL REX DAVIS, MELVIN L. DAVIS, JR.</b>		3431 COLUMBIA PIKE,ARLINGTON	(667)281-1070
5803 PRINCE GEORGE RD,PRINCE GEORGE	(0)-	20025 ASHBROOK COMMONS PLAZA,ASHBURN	(571)223-3804
10410 BLUE STAR HWY,STONY CREEK	(434)886-0271	43195 BROADLANDS CENTER PLAZA,ASHBURN	(703)724-1472
<b>SUPERIOR RESTAURANT GROUP OF NORTHERN VIRGINIA, INC. (VA CORP),</b>		6056 BURKE COMMONS ROAD,BURKE	(703)250-5564
<b>ROBERT C. CAMMARANO, TODD B. BIALOW</b>		14106 WESTVIEW DRIVE,CENTREVILLE	(703)543-8815
872 NORTH MAIN STREET,CULPEPER	(540)812-2847	4070 AIRLINE PARKWAY,CHANTILLY	(703)961-8692
2301-A PLANK ROAD,FREDERICKSBURG	(540)373-8886	14445 BROOKFIELD TOWER DR,CHANTILLY	(703)802-9331
9910 SOUTHPOINT PARKWAY,FREDERICKSBURG	(540)710-7718	10695A BRADDOCK ROAD,FAIRFAX	(703)543-6899
836 COMMERCE AVENUE,FRONT ROYAL	(540)636-6857	13030 FAIR LAKES SHOPPING CTR,FAIRFAX	(703)968-0266
273 BROADVIEW AVENUE,WARRENTON	(540)347-5528	4000 JERMANTOWN RD,FAIRFAX	(703)385-3344
1100 BERRYVILLE AVENUE,WINCHESTER	(540)667-0161	9688 MAIN STREET,FAIRFAX	(703)764-3104
2185 PLEASANT VALLEY,WINCHESTER	(540)678-4856	7391 LEE HIGHWAY,FALLS CHURCH	(703)560-2561
327 W RESERVOIR RD,WOODSTOCK	(540)459-8225	3040 GATE HOUSE PLZA,FALLS CHURCH	(703)641-0309
<b>SUPERIOR RESTAURANT GROUP OF VIRGINIA, INC. (VA CORP),</b>		6349 SEVEN CORNERS,FALLS CHURCH	(703)538-3854
<b>ROBERT C. CAMMARANO, TODD B. BIALOW</b>		588 WARRENTON RD,FREDERICKSBURG	(540)372-9476
2801 VIRGINIA AVE.,COLLINSVILLE	(276)647-7557	2160 CENTREVILLE ROAD,HERNDON	(703)435-2603
10 OLD SANDS ROAD,RIDGEWAY	(276)956-1553	404 E. MARKET STREET,LEESBURG	(703)771-4961
19260 JEB STUART HWY,STUART	(276)694-2050	9680 LIBERIA AVENUE,MANASSAS	(703)257-5716
<b>TRI-CITIES RESTAURANT GROUP, LLC (DE LLC), JACK SKOLDS, JAMES HORTON</b>		8989 CENTREVILLE RD.,MANASSAS	(703)369-2244
499 CUMMINGS STREET,ABINGDON	(276)628-4751	8010 SUDLEY ROAD,MANASSAS	(703)369-2288
2 CLEAR CREEK ROAD,BRISTOL	(276)466-8754	10700 BULLOCH DRIVE,MANASSAS	(703)530-7101
470 GATE CITY HWY,BRISTOL	(276)669-1992	1701 BRACKNELL DRIVE,RESTON	(703)437-7292
33464 LEE HIGHWAY,GLADE SPRING	(276)429-5885	8101 LOISDALE RD,SPRINGFIELD	(703)339-4950
811 N. MAIN STREET,MARION	(276)783-5544	145 GARRISONVILLE ROAD,STAFFORD	(540)659-0016
<b>TRINITY FOODS LLC (VA LLC)</b>		46350 POTOMAC RUN PLAZA,STERLING	(571)313-0042
2330 ROANOKE STREET,CHRISTIANSBURG	(540)382-2311	42035 VILLAGE CENTER PLZ,STONE RIDGE	(703)327-2119
2355 N. FRANKLIN ST,CHRISTIANSBURG	(540)381-1483	1433 TAPPANHANNOCK BLVD,TAPPANHANNOCK	(804)443-5262
4648 CLEBURNE BLVD,DUBLIN	(540)674-8939	411 EAST MAPLE AV,VIENNA	(703)242-7332
145 KINTER WAY,PEARISBURG	(540)921-3787	8301 LEESBURG PIKE,VIENNA	(703)893-6025
250 COMMONWEALTH DRIVE,WYTHEVILLE	(276)228-8744	14113 JEFFERSON DAVIS HWY.,WOODBIDGE	(703)491-7000
<b>VAB WEN, LLC</b>		4461 CHESHIRE STATION WAY,WOODBIDGE	(703)897-7329
3382 VIRGINIA BEACH BLVD.,VIRGINIA BEACH	(757)305-9843	2410 PRINCE WILLIAM PARKWAY,WOODBIDGE	(703)497-2546
4747 SHORE DRIVE,VIRGINIA BEACH	(757)464-1085	1470 OLD BRIDGE RD,WOODBIDGE	(703)490-1712
801 LYNNHAVEN PARKWAY,VIRGINIA BEACH	(757)463-5188	14493 GIDEON DR,WOODBIDGE	(703)491-5680
556 FIRST COLONIAL,VIRGINIA BEACH	(757)422-1669	<b>WEND CENTRAL MARYLAND LLC (DE LLC)</b>	
2201 PACIFIC AVE,VIRGINIA BEACH	(757)425-5524	16472 CONSUMER ROW,KING GEORGE	(540)625-8005
1185 NIMMO PARKWAY,VIRGINIA BEACH	(757)563-8887	<b>WENDBECK CORP. (WV CORP.), JEFFREY J. COGHLAN, LEWIS E. TOPPER</b>	
1572 MILL DAM ROAD,VIRGINIA BEACH	(757)496-2863	1310 S. CRAIG STREET,COVINGTON	(540)962-6400
5808 NORTHAMPTON BLVD.,VIRGINIA BEACH	(757)460-0909	<b>WENDBTW, LLC, CHERIE FIELDS, NORMAN BOBROW</b>	
1483 GENERAL BOOTH BLVD,VIRGINIA BEACH	(757)491-2129	508 COMMERCE DR,BLUEFIELD	(276)322-3802
2468 NIMMO PARKWAY,VIRGINIA BEACH	(757)430-1595	21 HIGHLAND DR,LEBANON	(276)889-4492
<b>WEN GAP WEST LLC (VA LLC), CHRISTOPHER M. HAYNES,</b>		619 MARKET ST,N.TAZEWELL	(276)988-7383
<b>EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JOSEPH ANDERSON</b>		12688 GOVERNOR G C PEERY HWY,POUNDING MILL	(276)963-5702
807 ENGLAND STREET,ASHLAND	(804)368-0585	2643 FRONT ST,RICHLANDS	(276)964-9531
1419 SOUTH MAIN STREET,BLACKSTONE	(434)298-0808	105 JACKSON RD,WISE	(276)679-0615
13201 KINGSTON AVE,CHESTER	(804)571-6012	<b>WENDY'S OF WESTERN VIRGINIA, INC. (VA CORP.), SALLY J. ABSHIRE</b>	
2510 W HUNDRED ROAD,CHESTER	(804)318-1428	1489 BOXWOOD TERRACE,BEDFORD	(540)586-2262
6451 CENTRALIA ROAD,CHESTERFIELD	(804)318-1718	5 KINGSTON DRIVE,DALEVILLE	(540)992-6266
1709 BOULEVARD,COLONIAL HTS.	(804)898-3579	14620 WARDS ROAD,LYNCHBURG	(434)266-1008
680 SOUTHARK BLVD,COLONIAL HTS.	(804)431-2392	2109 WARDS RD.,LYNCHBURG	(434)237-0029
10177 BROOK ROAD,GLEN ALLEN	(804)261-5837	7909 TIMBERLAKE,LYNCHBURG	(434)237-4543
4231 POUNCEY TRACT ROAD,GLEN ALLEN	(804)658-4337	2510 MEMORIAL AVE.,LYNCHBURG	(434)528-1383
5103 OAKLAWN BLVD,HOPEWELL	(804)452-6163	5008 AMHERST HIGHWAY,MADISON HTS.	(434)846-5837
1859 S CRATER ROAD,PETERSBURG	(804)324-4972	1419 WILLIAMSON ROAD,ROANOKE	(540)344-0599
1792 SOUTH CREEK ONE,POWHATAN	(804)594-5617	3555 ORANGE AVENUE,ROANOKE	(540)982-5652
5212 BROOK ROAD,RICHMOND	(804)447-9829	4369 ELECTRIC RD,ROANOKE	(540)774-0939
4026 GLENSIDE DRIVE,RICHMOND	(804)729-4189	1612 HERSHBERGER RD NW,ROANOKE	(540)563-2178
9116 W BROAD STREET,RICHMOND	(804)477-7481	7111 WILLIAMSON ROAD,ROANOKE	(540)366-6889
8300 BROOK ROAD,RICHMOND	(804)447-9866	2103 APPERSON DRIVE,SALEM	(540)444-0338
6824 HULL STREET,RICHMOND	(804)525-6484	1607 W. MAIN STREET,SALEM	(540)387-1991
172 E BELT BLVD.,RICHMOND	(804)658-0152	<b>WEN-GAP LLC (VA LIMITED LIABILITY COMPANY), EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JUDY MARIE ANDERSON, MARK J. GEORGE</b>	
4609 WILLIAMSBURG,RICHMOND	(804)658-3742	14496 WARWICK BLVD.,NEWPORT NEWS	(757)874-5337
4507 JEFFERSON DAVIS HIGHWAY,RICHMOND	(804)562-8493	15492 WARWICK BLVD,NEWPORT NEWS	(757)887-2489
2200 LABURNUM AVENUE,RICHMOND	(804)447-3909	12221 JEFFERSON AVE,NEWPORT NEWS	(757)249-8016
4805 W BROAD STREET,RICHMOND	(804)401-8115	1907 POCAHONTAS TRAIL,WILLIAMSBURG	(757)220-3114
<b>WEN VIRGINIA, LLC</b>		1989 RICHMOND ROAD,WILLIAMSBURG	(757)229-1422
11650 LAKERIDGE PARKWAY,ASHLAND	(804)368-6532	4824 MONTICELLO AVE,WILLIAMSBURG	(757)229-1850
900 MARKET AVE,EMPORIA	(434)348-0274	6666 RICHMOND ROAD,WILLIAMSBURG	(757)565-1373
441 MARKET STREET,GORDONSVILLE	(434)207-6313		
7101 MECHANICSVILLE TNPK,MECHANICSVILLE	(804)730-0288		
9351 ATLEE RD,MECHANICSVILLE	(804)723-6460		
10400 HULL STREET RD,MIDLOTHIAN	(804)276-0236		

## EXHIBIT S-1 Operating Outlets By State

WEN-GAP LLC (VA LIMITED LIABILITY COMPANY), EDWARD P. ANDERSON, JR.,  
 EDWARD PAUL ANDERSON, MARK J. GEORGE  
 7149 GEORGE WASHINGTON MEMORIAL (804)694-4825  
 4321 GEORGE WASHINGTON MEM HWY,GRAFTON (757)898-7639  
 3022 GEORGE WASHINGTON MEMORIAL HWY,HAYES (804)642-7475  
 432 N MAIN ST,KILMARNOCK (804)577-4317  
 8020 GEORGE WASHINGTON MEM HWY,YORKTOWN (757)874-4076

WMILCO, LLC  
 9400 DECATUR AVE,NORFOLK (757)632-3570  
 3600 D STREET,VIRGINIA BEACH (757)716-8774  
 1449 TOMCAT BLVD,VIRGINIA BEACH (757)716-8534

### WASHINGTON

BURGER MANAGEMENT SYSTEMS WASHINGTON INC., A TENNESSEE CORPO  
 1022 E WISHKAH ST,ABERDEEN (360)532-0911  
 3404 172 ND ST NE,ARLINGTON (360)653-2437  
 302 15TH NE,AUBURN (253)939-6144  
 902 OUTLET COLLECTION WAY,AUBURN (253)333-9832  
 940 BELLEVUE WAY NE,BELLEVUE (425)454-1711  
 140 S SAMISH WAY,BELLINGHAM (360)752-0055  
 4371 MERIDIAN STREET,BELLINGHAM (360)733-6567  
 18211 STATE ROUTE 410 E,BONNEY LAKE (253)891-1742  
 22928 BOTHELL-EVERETT HIGHWAY,BOTHELL (425)488-0590  
 20 SOUTH DEWEY STREET,BREMERTON (360)373-0195  
 15700 1ST AVE. S.,BURIEN (206)244-7084  
 1560 S. BURLINGTON BLVD.,BURLINGTON (360)757-0828  
 16703 SE 272ND ST,COVINGTON (253)630-3095  
 12 GRANT RD,E.WENATCHEE (509)661-2732  
 11905 HWY 99,EVERETT (425)513-1255  
 2510 BROADWAY,EVERETT (425)259-5222  
 7514 EVERGREEN WAY,EVERETT (425)355-4449  
 9930 19TH AVENUE SOUTHEAST,EVERETT (425)385-8568  
 34506 16TH AVE S,FEDERAL WAY (253)638-4953  
 5016 PACIFIC HWY EAST,FIFE (253)922-6382  
 25350 PACIFIC HWY S,KENT (253)941-0176  
 505 E. SMITH,KENT (253)852-3559  
 6331 S 212TH STREET,KENT (253)395-5634  
 11525 NE 124TH STREET,KIRKLAND (425)821-8703  
 526 SLEATER-KINNEY RD SE,LACEY (360)459-7373  
 819 91ST AVENUE NE,LAKE STEVENS (425)322-4598  
 10619 PACIFIC HWY SW,LAKEWOOD (253)589-2280  
 5117 196TH SW,LYNNWOOD (425)775-0044  
 6315 33RD AVENUE NE,MARYSVILLE (360)659-4399  
 100 CHARLES PORTER BLVD, BLDG #2848,OAK (360)679-0114  
 31255 S. R. 20,OAK HARBOR (360)675-1333  
 2427 W HARRISON AVE,OLYMPIA (360)943-8941  
 7530 MARTIN WAY E,OLYMPIA (360)456-1982  
 1830 EAST 1ST STREET,PORT ANGELES (360)452-8808  
 3487 BETHEL ROAD SE,PORT ORCHARD (360)874-9504  
 21225 OLHAVA WAY NW,POULSBO (360)394-1511  
 4113 S MERIDIAN,PUYALLUP (253)841-1597  
 10220 SUNRISE DRIVE E,PUYALLUP (253)770-3759  
 15945 REDMOND WAY,REDMOND (425)885-0988  
 10619 SE CARR RD,RENTON (425)235-7325  
 230 RAINIER AVE. SOUTH,RENTON (425)271-6251  
 2543 RAINIER AVE.,SEATTLE (206)723-3113  
 5315 15TH AVENUE NW,SEATTLE (206)783-3575  
 11744 LAKE CITY WAY,SEATTLE (206)365-5167  
 3009 OLYMPIC HIGHWAY NORTH,SHELTON (360)968-1089  
 9598 RIDGETOP BLVD NW,SILVERDALE (360)613-0544  
 10723 BRIDGEPORT WAY,TACOMA (253)588-1115  
 1401 72ND ST. E.,TACOMA (253)473-1659  
 15807 PACIFIC AVE S,TACOMA (253)539-9207  
 4112 S. STEELE ST.,TACOMA (253)475-7816  
 15010 PACIFIC HWY SOUTH,TUKWILA (206)248-1748  
 16300 WEST VALLEY HWY,TUKWILA (425)204-9986  
 1919 N WENATCHEE AVENUE,WENATCHEE (509)667-1223  
 13514 NE 175TH,WOODINVILLE (425)481-9665

GROUP W AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, STEPHEN HARRIS  
 1010 SW SCOTTON WAY,BATTLE GROUND (360)687-8002  
 822 WASHINGTON WAY,LONGVIEW (360)425-0050  
 1901 NE 162ND AVENUE,VANCOUVER (360)882-5665  
 7909 NE 6TH AVE,VANCOUVER (360)574-3900  
 8701 NE ANDRESEN ROAD,VANCOUVER (360)882-4224

JORCODY RESTAURANTS, INC. (WA CORP), SEAN P. LEBLE  
 11505 N.E. 4TH PLAIN BLVD.,VANCOUVER (360)260-2766  
 13723 SE MILL PLAIN BLVD.,VANCOUVER (360)604-9422  
 400 S.E. 192ND AVE.,VANCOUVER (360)882-0552  
 7601 NE FOURTH PLAIN RD,VANCOUVER (360)260-9447

TWINCO, INC. (WA CORP.), JASMEL SANGHA, SUSHEEL SANGHA  
 817 HARRISON AVE,CENTRALIA (360)330-9229  
 1509 NW LOUISIANA AVE,CHEHALIS (360)748-8320

WENSPOK RESOURCES, LLC, PETER B. NISBET  
 1510 S. CANYON ROAD,ELLENSBURG (509)955-3759  
 1201 NORTH BARKER ROAD,GREENACRES (509)927-7101  
 7003 W CANAL DR,KENNEWICK (509)783-1098  
 1591 EAST YONEZAWA BOULEVARD,MOSES LAKE (509)350-5185  
 2311 W. COURT,PASCO (509)545-6320  
 5706 N. ROAD 68,PASCO (509)792-1622  
 930 GEORGE WASHINGTON WAY,RICHLAND (509)943-1018  
 830 NORTH DIVISION,SPOKANE (509)328-8885  
 9114 NEWPORT HIGHWAY,SPOKANE (509)465-1569  
 5615 E. SPRAGUE AVENUE,SPOKANE (509)532-8800  
 4401 S. REGAL STREET,SPOKANE (509)443-2495  
 2119 N. ARGONNE,SPOKANE (509)924-9493  
 225 N. SULLIVAN ROAD,VERADALE (509)928-1848  
 2708 WEST NOB HILL BOULEVARD,YAKIMA (509)571-1139

### WEST VIRGINIA

M & J RESTAURANTS, INC. (KY CORP.), JOHN W. HUGHES, MICHAEL O'MALLEY  
 3621 N MAIN ST,CHAPMANVILLE (304)855-2481  
 2072 SMOOT AVE,DANVILLE (304)369-3823  
 110 WATER ST,LOGAN (304)752-2797

M & J RESTAURANTS, INC. (KY CORP.), JOHN W. HUGHES, MICHAEL O'MALLEY,  
 RYAN P. O'MALLEY, SHAWN F. O'MALLEY  
 145 HUFFCREEK HWY,MAN (304)583-0106

PRIMARY AIM, LLC (OH LIMITED LIABILITY)  
 205 MARSHALL ST N,BENWOOD (304)232-6144  
 1241 W MAIN ST,BRIDGEPORT (304)842-4917  
 280 WHITE OAKS BLVD,BRIDGEPORT (304)933-3255  
 44 SOUTH KANAWHA STREET,BUCKHANNON (304)472-7563  
 811 W PIKE STREET,CLARKSBURG (304)624-6800  
 1503 HARRISON AVE,ELKINS (304)636-9596  
 1503 LOCUST STREET,FAIRMONT (304)366-2919  
 949 E PARK AVE,FAIRMONT (304)367-9738  
 101 SESAME DRIVE,MORGANTOWN (304)599-5895  
 1505 EARL L CORE RD,MORGANTOWN (304)292-0904  
 306 VENTURE DRIVE,MORGANTOWN (304)292-6493  
 351 PATTESON DRIVE,MORGANTOWN (304)598-3793  
 505 LAFAYETTE AVE,MOUNDSVILLE (304)843-1470  
 220 CABELA DR,TRIADELPHIA (304)547-0329  
 205 THREE SPRINGS DRIVE,WEIRTON (304)723-0326  
 1215 COMMERCE STREET,WELLSBURG (304)737-3112  
 673 US HIGHWAY 33 EAST,WESTON (304)269-4187  
 12 ELM GROVE CROSSING MALL,WHEELING (304)243-0156

SUPERIOR RESTAURANT GROUP OF NORTHERN VIRGINIA, INC. (VA CORP),  
 ROBERT C. CAMMARANO, TODD B. BIALOW  
 764 EAST WASHINGTON ST.,CHARLES TOWN (304)725-1980  
 1101 N QUEEN ST,MARTINSBURG (304)263-2142  
 765 FOXCROFT AVE,MARTINSBURG (304)901-2684

WEND BALTIMORE NORTH LLC (DE LLC)  
 5332 HAMMONDS MILL ROAD,FALLING WATERS (304)274-1077

WENDBECK CORP. (WV CORP.), JEFFREY J. COGHLAN, LEWIS E. TOPPER,  
 NORMAN BOBROW  
 795 RITTER DR,BEAVER (304)255-0840  
 4141 ROBERT C. BYRD DR,BECKLEY (304)252-0864  
 120 HARPER PARK DR,BECKLEY (304)252-3834  
 3066 ROBERT C. BYRD DRIVE,BECKLEY (304)252-2208  
 38232 MIDLAND TRAIL,CALDWELL (304)536-1145  
 176 FAYETTE TOWN CTR,FAYETTEVILLE (304)574-2913  
 200 MAIN ST,OAK HILL (304)465-8659  
 1 RED OAKS SHOPPING CTR,RONCEVERTE (304)645-2304

WENDBTW, LLC, CHERIE FIELDS, NORMAN BOBROW  
 113 COURTHOUSE RD,PRINCETON (304)425-6178  
 211 MEADOWFIELD LANE,PRINCETON (304)425-4376  
 18664 COAL HERITAGE RD,WELCH (304)436-6088

WENDELK CORP. (WV CORP.), CLARK MANAGEMENT CORP. (WV CORP.),  
 JEFFREY J. COGHLAN, LEWIS E. TOPPER  
 811 NORTHSIDE DRIVE,SUMMERSVILLE (304)872-2000  
 60 WOODWARD DRIVE,SUTTON (304)765-7192

WENDPARK, LLC (OH LLC), BILLY RAY BLACKBURN, KIMBERLY L. BLACKBURN  
 84 ELIZABETH PIKE,MINERAL WELLS (304)489-3334  
 380 N STATE ROUTE 2,NEW MARTINSVILLE (304)455-6370  
 3800 EMERSON AVENUE,PARKERSBURG (304)428-6066  
 1603 7TH STREET,PARKERSBURG (304)485-4112  
 2602 GIHON ROAD,PARKERSBURG (304)428-5911  
 914 2ND STREET,ST.MARYS (304)684-2609  
 2201 GRAND CENTRAL AVE,VIENNA (304)295-8642

WENDRIP LLC (WV LLC), BILLY RAY BLACKBURN, KIMBERLY L. BLACKBURN,  
 NORMAN BOBROW  
 401 WASHINGTON ST,RAVENSWOOD (304)273-3703  
 307 WEST MAIN STREET,RIPLEY (304)372-3803  
 134 MAIN ST,SPENCER (304)927-5963

## EXHIBIT S-1 Operating Outlets By State

### WENDSCHMIDT WV, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT

404 HUNTINGTON MALL, BARBOURSVILLE (304)733-0467  
 1617 WASHINGTON STREET E., CHARLESTON (304)346-9130  
 621 WASHINGTON STREET, CHARLESTON (304)343-9175  
 121 VIRGINIA STREET E., CHARLESTON (304)342-0662  
 600 CLEARVIEW HEIGHTS, CHARLESTON (304)984-9843  
 3515 MAC CORKLE AVE. S.E., CHARLESTON (304)925-6814  
 312 OLD GOFF MOUNTAIN ROAD, CROSS LANES (304)776-4364  
 913 DUNBAR AVE., DUNBAR (304)768-8592  
 1850 ADAMS AVENUE, HUNTINGTON (304)429-4141  
 2130 E. FIFTH AVE., HUNTINGTON (304)525-1223  
 3080 16TH STREET ROAD, HUNTINGTON (304)525-3851  
 4901 US ROUTE 60 E, HUNTINGTON (304)733-2534  
 30 POINTE PLACE, HURRICANE (681)235-7008  
 9015 MAC CORKLE AVE, MARMET (304)949-5154  
 1300 JOHNS CREEK ROAD, MILTON (304)743-6223  
 4100 1ST AVE, NITRO (304)755-1368  
 2325 JACKSON AVENUE, POINT PLEASANT (304)675-9950  
 2805 MOUNTAINEER BLVD, S. CHARLESTON (304)746-0148  
 4007 MACCORKLE AVE SW, S. CHARLESTON (304)744-1007  
 517 W. MACCORKLE AVE, ST. ALBANS (304)722-9203  
 700 MCGINNIS DRIVE, WAYNE (304)272-3100  
 3695 WINFIELD ROAD, WINFIELD (304)586-5373

### WYOMING

**BODAN AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, MARK GALLEGOS**  
 3305 W. COLLEGE DR, CHEYENNE (307)638-2976  
 1830 DELL RANGE BLVD, CHEYENNE (307)635-0392  
 2520 E. LINCOLN WAY, CHEYENNE (307)632-8232  
 3103 GRAND AVE, LARAMIE (307)742-0082

**PHOENIX PARTNERS, LLC (WY LIMITED LIABILITY COMPANY)**  
 115 N 2ND STREET, EVANSTON (307)789-6393  
 525 W BROADWAY, JACKSON (307)733-5636

**PILOT TRAVEL CENTERS LLC (DE LIMITED LIABILITY COMPANY)**  
 1452 MCCUE ST., LARAMIE (307)742-2878

**WENDOMING FOOD SERVICE OF CASPER, INC. (WY CORP.), GAIL A. BURKIS, KENNETH C. DRAKE**  
 4281 EAST SECOND STREET, CASPER (307)237-9378

**WENDOMING FOOD SERVICE OF GILLETTE, INC. (WY CORP.), GAIL A. BURKIS, KENNETH C. DRAKE**  
 1913 S. DOUGLAS HIGHWAY, GILLETTE (307)686-0106

**WENDOMING FOOD SERVICE OF ROCK SPRINGS, INC. (WY CORP)**  
 1981 DEWAR DRIVE, ROCK SPRINGS (307)362-6985

**WENDOMING RIVERTON, INC. (WY CORP.)**  
 1800 N. FEDERAL BLVD., RIVERTON (307)856-6538

**WENDOMING WEST CASPER, LLC (WY LIMITED LIABILITY COMPANY)**  
 1111 CY AVENUE, CASPER (307)235-4578

**WENTANA EAST, LLC, PETER B. NISBET**  
 1456 SHERIDAN AVE., CODY (307)527-7636  
 1319 COFFEEN AVE, SHERIDAN (307)674-9281

### WISCONSIN

#### BRIDGEMAN FOODS II, INC. (WI CORP.), MANNA, INC. (KY CORP.)

901 HANSEN ROAD, ASHWAUBENON (920)499-6992  
 102 FRANCES LANE, BEAVER DAM (920)885-5237  
 2800 MILWAUKEE ROAD, BELOIT (608)365-3679  
 9133 N. DEERWOOD, BROWN DEER (414)365-9443  
 2049 MILWAUKEE AVENUE, BURLINGTON (262)534-7900  
 1265 E GENEVA STREET, DELAVAN (262)728-0140  
 2858 FISH HATCHERY ROAD, FITCHBURG (608)274-1319  
 6715 S. 27TH ST., FRANKLIN (414)761-3738  
 N96W17600 COUNTY LINE RD, GERMANTOWN (262)255-1315  
 1100 RADISSON STREET, GREEN BAY (920)430-8580  
 7707 W. LAYTON AVENUE, GREENFIELD (414)281-0222  
 1530 MILTON, JANESVILLE (608)752-1744  
 3222 OLD HUMES ROAD, JANESVILLE (608)752-6644  
 5210 SHERIDAN ROAD, KENOSHA (262)652-6064  
 7435 122ND AV., KENOSHA (262)857-2755  
 4420 - 52ND STREET, KENOSHA (262)656-0079  
 3811 75TH ST., KENOSHA (262)697-5680  
 4422 MORMON COULEE ROAD, LA CROSSE (608)788-1084  
 2421 S. STOUGHTON, MADISON (608)223-1120  
 3910 WASHINGTON AVE, MADISON (608)244-1999  
 633 S. GAMMON ROAD, MADISON (608)271-8789  
 4441 CALUMET AVE, MANITOWOC (920)686-0679  
 6225 W. CAPITOL, MILWAUKEE (414)438-1435  
 8331 BROWN DEER ROAD, MILWAUKEE (414)355-0967  
 633 W. NORTH AVENUE, MILWAUKEE (414)263-7397  
 2725 W. CAPITOL, MILWAUKEE (414)873-4835  
 627 E. CAPITOL DRIVE, MILWAUKEE (414)962-6759  
 914 N. 27TH STREET, MILWAUKEE (414)933-9144  
 3050 S. CHASE, MILWAUKEE (414)744-9160  
 2310 SOUTH 43RD STREET, MILWAUKEE (414)384-0076  
 11201 W SILVER SPRING DR, MILWAUKEE (414)461-9809  
 4601 W. NORTH AVENUE, MILWAUKEE (414)873-4763  
 580 W. LAYTON AVENUE, MILWAUKEE (414)747-4679  
 S64W15924 COMMERCE CENTER (262)682-1300  
 2660 S. MOORLAND BLVD, NEW BERLIN (262)786-7106  
 7940 S. HOWELL, OAK CREEK (414)766-9977  
 9053 S. 13TH STREET, OAK CREEK (414)764-6850  
 9346 STATE ROAD 16, ONALASKA (608)781-5560  
 2050 SILVERNAIL, PEWAUKEE (262)521-0718  
 4910 WASHINGTON AVENUE, RACINE (262)634-8373  
 3645 S TAYLOR DRIVE, SHEBOYGAN (920)451-0295  
 611 S. SYLVANIA AVE, STURTEVANT (262)833-0830  
 7035 DURAND AVENUE, STURTEVANT (262)598-9101  
 743 W. MAIN ST., SUN PRAIRIE (608)837-8189  
 2112 E. MORELAND BLVD, WAUKESHA (262)549-1180  
 3140 N. 124TH STREET, WAUWATOSA (414)774-2772  
 10933 WEST GREENFIELD AVENUE, WEST ALLIS (414)257-3266  
 650 W. PARADISE DRIVE, WEST BEND (262)365-0411

**HAZA FOODS OF MINNESOTA LLC**  
 959 W. CLAIRMONT AVE., EAU CLAIRE (715)531-0122  
 2218 CRESTVIEW DRIVE, HUDSON (715)220-4765  
 1627 NORTH BROADWAY, MENOMONIE (715)309-5927

**PILOT TRAVEL CENTERS LLC (DE LIMITED LIABILITY COMPANY)**  
 1101 GATEWAY AVENUE, MAUSTON (608)847-5378

**STARBOARD WITH CHEESE, LLC**  
 3300 S. ONEIDA, APPLETON (920)968-5433  
 3815 WISCONSIN AVENUE, APPLETON (920)968-8055  
 2360 WESTOWNE AVE, OSHKOSH (920)966-9940  
 2805 SCHOFIELD AVE, SCHOFIELD (715)254-1678



**EXHIBIT S-2****FRANCHISE AGREEMENTS SIGNED BUT OUTLETS NOT OPEN  
As of January 2, 2022**

<b>Franchisee</b>	<b>Location</b>
<b>CALIFORNIA</b>	
Continental Food Management, Inc. Amer Boukai Phone: 949-701-4960	12819-13356 21781 Lake Forest Dr., Lake Forest, Orange County, California  13295-12889 8445 Los Coches Rd, El Cajon, San Diego County, California  13302-12941 22320 Cactus Ave, Moreno Valley, Riverside-Central County, California
<b>FLORIDA</b>	
Wen-One of Florida, Inc. Brian Tucker Phone: 386-438-8951	11642-11738 3517 N. Hwy 441, Lake City, Florida
Wen South, LLC Phone: 616-776-2600	13853-13435 795 County Road 210 W, St. Johns, St. Johns County, Florida
WenCo Holdings LLC, Edilberto J. Rodriguez, Christina L. Schweck, and Michael J. Rodriguez Phone: 786-258-1633	14103-13613 355 W Colonial Dr, Clermont, Lake County, Florida
<b>ILLINOIS</b>	
All-Star Management No. 44, Inc. Anthony C. Allegro Mario A. Allegro Phone: 815-937-1050	14091-13423 14840 S Western Ave, Posen, Cook County, Illinois
<b>MISSOURI</b>	
Wendy's of Missouri, Inc. Phone: 417-887-7677	13729-134385 19 S Scott Blvd, Columbia, Boone County, Missouri  13730-13447 1235 Spur Dr, Marshfield, Webster County, Missouri
<b>NEW JERSEY</b>	
Briad Wenbranch, LLC Bradford L. Honigfeld Jason A. Honigfeld Phone: 973-597-6433	12716-13308 984 US Highway 202 S, Somerville, Somerset County, New Jersey
Yum & Chill Wen Holdings LLC Nirav Mehta Rooni Mehta Rupal Patel Phone: 732-500-5165	13425-13392 445 Main Ave., Passaic, Passaic County, New Jersey
<b>NEW YORK</b>	
Golden Eagle Foods, Inc. Michael S. Jones Phone: 215-510-1876	13379-13243 1262 Route 414, Suite B, Waterloo, Seneca County, New York
<b>OHIO</b>	
Basec Management, Inc. Christopher Lane Emily Lane Phone: (330) 602-8432	13855-13434 246 N. Second Street, Coshocton, Coshocton County, Ohio
<b>PENNSYLVANIA</b>	
Golden Eagle Foods, Inc. Michael S. Jones Phone: 215-510-1876	13732-13052 Davis Rd & Rt 28, Brookville, Jefferson County, Pennsylvania
<b>SOUTH CAROLINA</b>	
Carolina Restaurant Group, Inc. Phone: 704-525-3434	13720-13287 2506 Boundary Street, Beaufort, Beaufort County, South Carolina

**EXHIBIT S-2**

<b>TENNESSEE</b>	
Wen Tennessee, LLC Phone: 616-776-2600	13405-13347 4431 Summer Ave., Memphis, Shelby County, Tennessee  13733-13115 2177 Frayser Blvd., Memphis, Shelby County, Tennessee  13852-13254 11257 Highway 51 S., Atoka, Tipton County, Tennessee
Tri-Cities Restaurant Group, LLC Jack Skolds James Horton Phone: 704-731-8484	13736-13497 4388 Erica Green Circle, Morristown, Hamblen County, Tennessee
Southeast Food Services Company, LLC Jhonny Alexander Mercado Sam Phone: 561-997-6002	14046-13452 1501 North Broad St., Tazewell, Claiborne County, Tennessee
<b>TEXAS</b>	
Inspired By Opportunity, LLC Phone: 616-776-2600	13849-13382 2000 Rankin Hwy, Midland, Midland County, Texas
W.K.S. Frosty Corporation Jay Spongberg Paul Tanner Phone: 562-425-1402	13698-13146 5175 W. University Drive, McKinney, Collin County, Texas
TNTFC, LLC Phone: 806-803-8007	14092-13534 6082 W Hollywood Rd, Amarillo, Randall County, Texas
ELP Restaurant Holdings, LLC Jhonny Alexander Mercado Sam Phone: 561-997-6002	14045-13415 929 Sunland Park Dr, El Paso, El Paso County, Texas
<b>VIRGINIA</b>	
Carolina Quality Foods Inc. Dorothy Nekhaila Sam Nekhaila Phone: 305-664-0066	13418-13454 1519 Holland Rd, Suffolk, Virginia
<b>WASHINGTON</b>	
Burger Management Systems Washington Inc. Phone: 615-850-5454	13859-13165 810 South 5th Street, Mt. Vernon, Skagit County, Washington
<b>Wisconsin</b>	
Bridgeman Foods II, Inc. Manna, Inc. Phone: 502-254-7130	13851-13537 105 Evco Cir, De Forest, Dane County, Wisconsin

## EXHIBIT S-3

## FORMER FRANCHISEES

\*\*\*Exited System

**If you buy a Wendy's franchise, your contact information may be disclosed to other buyers when you leave the Wendy's system.**

Franchisee		Address/Phone
<b>ALABAMA</b>		
Pilot Travel Centers LLC One outlet transferred in BIRMINGHAM, AL		Knoxville, TN PHONE: 865-588-7488
R & L Foods, LLC Robert E. Lee William R. Reynolds One outlet ceased operations in ANNISTON, AL One outlet ceased operations in MONTGOMERY, AL		Winchester, VA PHONE: 540-662-8910
Wendelta, Inc. One outlet ceased operations in MOBILE, AL		Memphis, TN PHONE: 901-526-5000
<b>CALIFORNIA</b>		
Consolidated Restaurants of California, Inc. Michael J. Kourie One outlet transferred in EASTVALE, CA One outlet transferred in ORANGE, CA		Santa Ana, CA PHONE: 714-532-4200
Continental Food Management, Inc. Amer Boukai One outlet ceased operations in PASADENA, CA		Irvine, CA PHONE: 949-701-4960
W.K.S. Frosty Corporation Jay Spongberg Paul Tanner One outlet did not renew SAN DIEGO, CA		Cypress, CA PHONE: 562-425-14023
Wendy's of Santa Clara, Inc. One outlet ceased operations in SUNNYVALE, CA		Fresno, CA PHONE: 559-435-9648
<b>DISTRICT OF COLUMBIA</b>		
NPC Quality Burgers, Inc. Three outlets transferred in WASHINGTON, DC	***	Leawood, KS PHONE: 913-327-3109
Wend Baltimore South LLC One outlet ceased operations in Washington, DC		San Francisco, CA PHONE: 216-973-2072
<b>FLORIDA</b>		
JAEA Restaurant Holdings, LLC Edilberto J. Rodriguez Jhonny Alexander Mercado Sam One outlet transferred in DUNNELLON, FL One outlet transferred in FT. PIERCE, FL One outlet transferred in GREENACRES, FL One outlet transferred in HOBE SOUND, FL One outlet transferred in JENSEN BEACH, FL One outlet transferred in JUPITER, FL Five outlets transferred in LAKE WORTH, FL One outlet transferred in LECANTO, FL Two outlets transferred in LOXAHATCHEE, FL One outlet transferred in N. PALM BEACH, FL Two outlets transferred in OCALA, FL One outlet transferred in OKEECHOBEE, FL One outlet transferred in POMPANO BEACH, FL		Pompano Beach, FL PHONE: 561-389-5816

## EXHIBIT S-3

## FORMER FRANCHISEES

Franchisee	Address/Phone
<p>Two outlets transferred in PORT ST.LUCIE, FL            One outlet transferred in RIVIERA BEACH, FL            One outlet transferred in ROYAL PALM BEACH, FL            One outlet transferred in SEBASTIAN, FL            Two outlets transferred in STUART, FL            Five outlets transferred in W.PALM BEACH, FL            One outlet transferred in HALLANDALE BEACH, FL            One outlet acquired in ARCADIA, FL            One outlet acquired in AVON PARK, FL            One outlet acquired in CHAMPIONS GATE, FL            Two outlets acquired in DAVENPORT, FL            Two outlets acquired in DAVIE, FL            Ten outlets acquired in FT.LAUDERDALE, FL            Three outlets acquired in HIALEAH, FL            Four outlets acquired in HOLLYWOOD, FL            One outlet acquired in LAKE PLACID, FL            Two outlets acquired in LAKE WALES, FL            Two outlets acquired in MIAMI, FL            One outlet acquired in MIAMI GARDENS, FL            One outlet acquired in MIRAMAR, FL            One outlet acquired in N.MIAMI BEACH, FL            Three outlets acquired in SUNRISE, FL            Two outlets acquired in WINTER HAVEN, FL</p>	
<p>JAE Miami Dade, LLC            Jhonny Alexander Mercado Sam            Edilberto J. Rodriguez            One outlet acquired in COOPER CITY, FL            One outlet acquired in FLORIDA CITY, FL            Two outlets acquired in HIALEAH, FL            One outlet acquired in HOLLYWOOD, FL            Three outlets acquired in HOMESTEAD, FL            One outlet acquired in MEDLEY, FL            Twenty-five outlets acquired in MIAMI, FL            One outlet acquired in MIAMI GARDENS, FL            One outlet acquired in MIRAMAR, FL            One outlet acquired in N.MIAMI, FL            9008 acqu PEMBROKE PARK, FL            2072 acqu PEMBROKE PINES, FL            9005 acqu PEMBROKE PINES, FL            2401 acqu PEMBROKE PINES, FL            11467 acqu PEMBROKE PINES, FL            One outlet acquired in WESTON, FL</p>	
<p>JAE North Florida, LLC            Edilberto J. Rodriguez            One outlet transferred in GROVELAND, FL            One outlet transferred in WILDWOOD, FL            Two outlets acquired in DAYTONA BEACH, FL            Two outlets acquired in DELTONA, FL            One outlet acquired in NEW SMYRNA BCH., FL            One outlet acquired in ORANGE CITY, FL</p>	

## EXHIBIT S-3

## FORMER FRANCHISEES

Franchisee		Address/Phone
Two outlets acquired in ORMOND BEACH, FL Two outlets acquired in PORT ORANGE, FL One outlet acquired in S.DAYTONA, FL  JAEA Restaurant Holdings, LLC Christina L. Schweck Edilberto J. Rodriguez Jhonny Alexander Mercado Sam Michael J. Rodriguez One outlet ceased operations in F. Lauderdale, FL		
Tinsley-Bridgeman, LLC One outlet ceased operations in Ft. Myers, FL		Winter Haven, FL PHONE:
Wendelta, Inc. One outlet ceased operations in Pensacola, FL		Memphis, TN PHONE: 901-526-5000
Compass Group USA, Inc. One outlet ceased operations in Boca Raton, FL		Charlotte, NC PHONE: 704-329-4000
Wen South, LLC One outlet ceased operations in Jacksonville, FL		Grand Rapids, MI PHONE: 616-776-2600
<b>GEORGIA</b>		
BF Georgia, LLC Four outlets transferred in Albany, GA		Louisville, KY 40245 PHONE: 502-254-7130
4D Foods, Inc. Angie Strickland Danny R. Strickland Dillon Strickland One outlet transferred in TBILISI, GA One outlet transferred in WARNER ROBINS, GA One outlet transferred in COCHRAN, GA One outlet transferred in THOMASTON, GA One outlet transferred in SWAINSBORO, GA	***	Kathleen, GA PHONE: 478-988-8204
WEN-Acquisitions Knoxville, LLC Andres Eloy Garcia Arzola Edilberto J. Rodriguez Jhonny Alexander Mercado Sam One outlet transferred in FT.OGLETHORPE, GA		Pompano Beach, FL PHONE: 561-389-5816
Wen Choo Choo, Inc. James E. Patton Kimberly Patton Zachery J. Debord One outlet ceased operations in Lafayette, GA		La Fayette, GA PHONE: 706-638-3144
VP Restaurants, LLC Arlynn D. Van Paeppeghem John Mezzanotte Matthew Van Paeppeghem One outlet ceased operations in Atlanta, GA	***	Fairburn, GA PHONE: 770-306-6063

## EXHIBIT S-3

## FORMER FRANCHISEES

Franchisee		Address/Phone
<b>IDAHO</b>		
Z-Best Burgers, Inc. Allen Murphy Trent Siddoway One outlet transferred in POCATELLO, ID One outlet transferred in BLACKFOOT, ID One outlet transferred in CHUBBUCK ID One outlet transferred in Preston, ID	***	Rexburg, ID PHONE: 208-656-0875
Classic Foods, Inc. Pincock, Robert Todd S. Ricks One outlet ceased operations in Rexburg, ID		Idaho Falls, ID PHONE: 208-356-9200
<b>ILLINOIS</b>		
All-Star Management No. 21, Inc. Anthony C. Allegro Mario A. Allegro One outlet ceased operations in Urbana, IL		Bourbonnais, IL PHONE: 815-929-972
<b>INDIANA</b>		
Torocar V, Inc. Dennis w. Madden Mark Satzger One outlet transferred in Batesville, IN	***	Centerville, OH PHONE: 513-703-7912
<b>IOWA</b>		
Quality Food-Service, Inc. Kyle B. Bangert Mark D. Miller One outlet transferred in Ft. Dodge, IA	***	Ft Dodge, IA PHONE: 515-571-1904
Duale Industries, Inc. Gregory A. Daley Jeffrey J. Mosiman One outlet transferred in MARSHALLTOWN, IA One outlet transferred in CLEAR LAKE, IA One outlet transferred in AMES, IA	***	Ames, IA PHONE: 515-232-7103
Parco, Ltd. Jeffrey P. Ruppel Tamara L. Ryan One outlet ceased operations in Cedar Rapids, IA		Dubuque, IA PHONE: 563-557-1337
<b>KANSAS</b>		
NPC Quality Burgers, Inc. One outlet transferred in FT.SCOTT, KS Two outlets transferred in KANSAS CITY, KS Three outlets transferred in LENEXA, KS One outlet transferred in MERRIAM, KS One outlet transferred in MISSION, KS Three outlets transferred in OLATHE, KS Three outlets transferred in OVERLAND PARK, KS Two outlets transferred in SHAWNEE, KS One outlet transferred in SHAWNEE MISSION, KS	***	Leawood, KS PHONE: 913-327-3109
Wenplains LLC Peter B. Nisbet One outlet ceased operations in Larned, KS		Spokane, WA PHONE: 206-310-6290

## EXHIBIT S-3

## FORMER FRANCHISEES

Franchisee		Address/Phone
<b>KENTUCKY</b>		
Wendy's of Bowling Green, Inc Michael O'Malley Four outlets transferred in BOWLING GREEN, KY One outlet transferred in GLASGOW, KY One outlet transferred in FRANKLIN, KY One outlet transferred in SMITHS GROVE, KY		Bowling Green, KY PHONE: 270-782-6124
Neighborhood Restaurants of West Virginia, Inc. Neighborhood Restaurants, Inc. Marty Johnson Theresa Hammonds Johnson Brian Sivori One outlet transferred in WHITESBURG, KY One outlet transferred in MANCHESTER, KY One outlet transferred in JACKSON, KY Two outlets transferred in PIKEVILLE, KY One outlet transferred in S.WILLIAMSON, KY One outlet transferred in HAZARD, KY One outlet transferred in PAINTSVILLE, KY One outlet transferred in PRESTONSBURG, KY One outlet transferred in SALYERSVILLE, KY One outlet transferred in HAZARD, KY	***	Hazard, KY PHONE: 606-436-0736
MUY Hamburger Partners, LLC James H. Bodenstedt One outlet transferred in BERE A, KY Nine outlets transferred in LEXINGTON, KY One outlet transferred in MT.STERLING, KY Two outlets transferred in NICHOLASVILLE, KY Two outlets transferred in RICHMOND, KY One outlet transferred in WINCHESTER, KY One outlet transferred in (DRY RIDGE, KY)	***	San Antonio, TX PHONE: 210-408-2433
<b>LOUISIANA</b>		
Wendelta, Inc. One outlet did not renew Monroe, LA		Memphis, TN PHONE: 901-526-5000
<b>MARYLAND</b>		
NPC Quality Burgers, Inc. One outlet transferred in ABERDEEN, MD One outlet transferred in ABINGDON, MD One outlet transferred in ACCOKEEK, MD Three outlets transferred in ANNAPOLIS, MD Eight outlets transferred in BALTIMORE, MD One outlet transferred in BEL AIR, MD Two outlets transferred in BELTSVILLE, MD One outlet transferred in BOWIE, MD One outlet transferred in CALIFORNIA, MD One outlet transferred in CAMBRIDGE, MD One outlet transferred in CAPITAL HTS., MD One outlet transferred in CHARLOTTE HALL, MD	***	Leawood, KS PHONE: 913-327-3109

## EXHIBIT S-3

## FORMER FRANCHISEES

Franchisee	Address/Phone
One outlet transferred in CLARKSVILLE, MD One outlet transferred in CLINTON, MD One outlet transferred in COCKEYSVILLE, MD Two outlets transferred in COLUMBIA, MD One outlet transferred in DERWOOD, MD One outlet transferred in DISTRICT HTS., MD One outlet transferred in EASTON, MD Two outlets transferred in EDGEWATER, MD One outlet transferred in ELKRIDGE, MD One outlet transferred in ESSEX, MD One outlet transferred in FORESTVILLE, MD Three outlets transferred in FREDERICK, MD One outlet transferred in FT. WASHINGTON, MD Three outlets transferred in GAITHERSBURG, MD One outlet transferred in GAMBRILLS, MD One outlet transferred in GERMANTOWN, MD Two outlets transferred in GLEN BURNIE, MD One outlet transferred in GREENBELT, MD Four outlets transferred in HAGERSTOWN, MD One outlet transferred in HAMPSTEAD, MD One outlet transferred in HANOVER, MD Two outlets transferred in HYATTSVILLE, MD One outlet transferred in JOPPA, MD One outlet transferred in KETTERING, MD One outlet transferred in LA PLATA, MD One outlet transferred in LANHAM, MD Two outlets transferred in LAUREL, MD One outlet transferred in LEONARDTOWN, MD One outlet transferred in LEXINGTON PARK, MD One outlet transferred in LINTHICUM, MD One outlet transferred in MILLERSVILLE, MD One outlet transferred in NEW CARROLLTON, MD One outlet transferred in NORTH EAST, MD One outlet transferred in NOTTINGHAM, MD One outlet transferred in OWINGS MILLS, MD One outlet transferred in OXON HILL, MD One outlet transferred in PARKVILLE, MD One outlet transferred in PASADENA, MD One outlet transferred in PRINCE FREDERICK, MD One outlet transferred in REISTERSTOWN, MD Two outlets transferred in ROCKVILLE, MD Two outlets transferred in SALISBURY, MD One outlet transferred in SILVER SPRING, MD Two outlets transferred in SILVER SPRING, MD One outlet transferred in TAKOMA PARK, MD Two outlets transferred in TEMPLE HILLS, MD One outlet transferred in UPPER MARLBORO, MD Two outlets transferred in WALDORF, MD One outlet transferred in WESTMINSTER, MD One outlet transferred in WINDSOR MILL, MD One outlet did not renew Glen Burnie, MD One outlet did not renew Hyattsville, MD	



## EXHIBIT S-3

## FORMER FRANCHISEES

Franchisee		Address/Phone
One outlet did not renew Laurel, MD One outlet did not renew Thurmont, MD One outlet did not renew Linthicum Hts., MD One outlet ceased operations in Baltimore, MD		
R & L Foods, LLC Robert E. Lee William R. Reynolds One outlet transferred in CUMBERLAND, MD One outlet transferred in LAVALE, MD		Winchester, VA PHONE: 540-662-8910
<b>MICHIGAN</b>		
WM Limited Partnership-1998 One outlet did not renew Muskegon, MI		Grand Rapids, MI PHONE: 616-776-2600
<b>MINNESOTA</b>		
Duale Industries, Inc. Gregory A. Daley Jeffrey J. Mosiman One outlet transferred in ALBERT LEA, MN	***	Ames, IA PHONE: 515-232-7103
<b>MISSISSIPPI</b>		
Wendelta, Inc. One outlet ceased operations in Jackson, MS		Memphis, TN PHONE: 901-526-5000
<b>MISSOURI</b>		
NPC Quality Burgers, Inc. One outlet transferred in GRANDVIEW, MO Three outlets transferred in INDEPENDENCE, MO Eleven outlets transferred in KANSAS CITY, MO One outlet transferred in LEES SUMMIT, MO One outlet transferred in RAYMORE, MO One outlet transferred in RAYTOWN, MO	***	Leawood, KS PHONE: 913-327-3109
<b>NEW JERSEY</b>		
Wendpar, LLC Jeffrey J. Coghlan Lewis E. Topper Norman Bobrow One outlet transferred in PARAMUS, NJ 7419 trans PARAMUS, NJ		Cortland, NY PHONE: 607-753-6401
Briad Wenco, L.L.C. Bradford L. Honigfeld One outlet did not renew Rockaway, NJ		Livingston, NJ PHONE: 973-597-6433
<b>NEW MEXICO</b>		
ELP Restaurant Holdings, LLC Edilberto J. Rodriguez Jhonny Alexander Mercado Sam Murshed Mansoor One outlet transferred in DEMING, NM Three outlets transferred in LAS CRUCES, NM One outlet transferred in SILVER CITY, NM		Pompano Beach, FL PHONE: 561-389-5816

## EXHIBIT S-3

## FORMER FRANCHISEES

Franchisee		Address/Phone
<b>NEW YORK</b>		
<p>TSC Food Service Incorporated Stanley K. Chin Steven K. Chin Timmy K. Chin One outlet transferred in BRONX, , NY</p> <p>Twenty Ten Foods, LLC Stanley K. Chin Steven K. Chin Timmy K. Chin One outlet transferred in BRONX, , NY</p> <p>West Square Foods, LLC Stanley K. Chin Steven K. Chin Timmy K. Chin One outlet transferred in BRONX, , NY</p> <p>BXC Park, LLC Stanley K. Chin Steven K. Chin Timmy K. Chin One outlet transferred in BRONX, , NY</p> <p>Broadwen Foods, LLC Stanley K. Chin Timmy K. Chin One outlet transferred in BRONX, , NY</p>	***	<p>Bronx, NY PHONE: 718-409-6174</p>
<p>MUY Hamburger Partners, LLC James H. Bodenstedt Two outlets transferred in AMHERST, NY One outlet transferred in BATAVIA, NY One outlet transferred in BROCKPORT, NY Five outlets transferred in BUFFALO, NY One outlet transferred in CANANDAIGUA, NY One outlet transferred in CHEEKTOWAGA, NY One outlet transferred in DEPEW, NY One outlet transferred in E.ROCHESTER, NY One outlet transferred in FREDONIA, NY One outlet transferred in GENESEO, NY One outlet transferred in GENEVA, NY One outlet transferred in GRAND ISLAND, NY Two outlets transferred in GREECE, NY One outlet transferred in HAMBURG, NY One outlet transferred in IRONDEQUOIT, NY One outlet transferred in JAMESTOWN, NY One outlet transferred in LAKEWOOD, NY One outlet transferred in LOCKPORT, NY One outlet transferred in NEWARK, NY Two outlets transferred in NIAGARA FALLS, NY One outlet transferred in OLEAN, NY One outlet transferred in ORCHARD PARK, NY</p>	***	<p>San Antonio, TX PHONE: 210-408-2433</p>

## EXHIBIT S-3

## FORMER FRANCHISEES

Franchisee		Address/Phone
One outlet transferred in PERINTON, NY Eleven outlets transferred in ROCHESTER, NY One outlet transferred in TONAWANDA, NY One outlet transferred in VICTOR, NY One outlet transferred in W.SENECA, NY One outlet transferred in WEBSTER, NY Two outlets transferred in WILLIAMSVILLE, NY		
<b>NORTH CAROLINA</b>		
NPC Quality Burgers, Inc. One outlet transferred in Randleman, NC Twelve transferred in Greensboro, NC One outlet transferred in Archdale, NC Two outlets transferred in Asheboro, NC One outlet transferred in High Point, NC One outlet transferred in Point, NC One outlet transferred in Lexington, NC One outlet transferred in Thomasville, NC One outlet transferred in Chapel Hill, NC One outlet transferred in Carrboro, NC Eight outlets transferred in Durham, NC One outlet transferred in Morrisville, NC One outlet transferred in High Point, NC Three outlets transferred in Burlington, NC One outlet transferred in Graham, NC One outlet transferred in ADVANCE, NC One outlet transferred in CLEMMONS, NC One outlet transferred in CLEMMONS, NC One outlet transferred in KERNERSVILLE, NC One outlet transferred in KING, NC One outlet transferred in MEBANE, NC Eight transferred in WINSTON SALEM, NC One outlet transferred in ROCKY MOUNT, NC One outlet transferred in WILLIAMSTON, NC One outlet transferred in AHOSKIE, NC One outlet transferred in NASHVILLE, NC One outlet transferred in EDENTON, NC Two outlets transferred in GOLDSBORO, NC One outlet transferred in ERWIN, NC One outlet transferred in LILLINGTON, NC One outlet transferred in BENSON, NC One outlet transferred in MT.OLIVE, NC One outlet transferred in SELMA, NC One outlet transferred in HAVELOCK, NC One outlet transferred in NEW BERN, NC One outlet transferred in WASHINGTON, NC One outlet transferred in TARBORO, NC One outlet transferred in WILSON, NC Twelve outlets transferred in RALEIGH, NC One outlet transferred in CLAYTON, NC Four outlets transferred in CARY, NC	***	Leawood, KS PHONE: 913-327-3109

## EXHIBIT S-3

## FORMER FRANCHISEES

Franchisee		Address/Phone
One outlet transferred in FUQUAY VARINA, NC One outlet transferred in APEX, NC One outlet transferred in KNIGHTDALE, NC One outlet transferred in MORRISVILLE, NC One outlet transferred in GARNER, NC One outlet transferred in APEX, NC One outlet transferred in LOUISBURG, NC Two outlets transferred in WAKE FOREST, NC One outlet transferred in HOLLY SPRINGS, NC One outlet transferred in MORRISVILLE, NC One outlet transferred in GOLDSBORO, NC One outlet transferred in MOREHEAD CITY, NC One outlet transferred in WILSON, NC One outlet transferred in ROXBORO, NC One outlet transferred in CREEDMOOR, NC One outlet transferred in HILLSBOROUGH, NC One outlet ceased operations in Kernersville, NC		
Carolina Restaurant Group, Inc. One outlet ceased operations in Charlotte, NC		Charlotte, NC PHONE: 704-525-3434
<b>OHIO</b>		
Torocar V, INC. Dennis W. Madden Mark Satzger One outlet transferred in Cincinnati, OH One outlet transferred in Cincinnati, OH One outlet transferred in Harrison, OH One outlet transferred in Miamitown, OH	***	Centerville, OH PHONE: 513-703-7912
Wendmiddle, LLC Jeffrey J. Coghlan Lewis E. Topper Norman Bobrow One outlet transferred in FRANKLIN, OH One outlet transferred in MIDDLETOWN, OH One outlet transferred in MONROE, OH One outlet transferred in SPRINGBORO, OH		Cortland, NY PHONE: 607-753-6401
MUY Hamburger Partners, LLC James H. Bodendstedt One outlet transferred in AMHERST, OH One outlet transferred in ASHTABULA, OH Five outlets transferred in CLEVELAND, OH One outlet transferred in CLEVELAND HTS., OH Three outlets transferred in ELYRIA, OH One outlet transferred in EUCLID, OH One outlet transferred in GARFIELD HTS., OH One outlet transferred in GENEVA, OH One outlet transferred in INDEPENDENCE, OH One outlet transferred in LORAIN, OH One outlet transferred in MAPLE HTS., OH One outlet transferred in MAYFIELD HTS., OH One outlet transferred in MIDDLEBURG HTS., OH One outlet transferred in N.OLMSTED, OH One outlet transferred in N.RIDGEVILLE, OH	***	San Antonio, TX PHONE: 210-408-2433

## EXHIBIT S-3

## FORMER FRANCHISEES

Franchisee	Address/Phone
One outlet transferred in OAKWOOD VILLAGE, OH One outlet transferred in ORANGE, OH One outlet transferred in PARMA, OH One outlet transferred in PARMA HTS., OH One outlet transferred in RICHMOND HTS., OH One outlet transferred in ROCKY RIVER, OH One outlet transferred in SHAKER HTS., OH One outlet transferred in SOLON, OH One outlet transferred in STRONGSVILLE, OH One outlet transferred in WESTLAKE, OH One outlet transferred in CINCINNATI, OH One outlet transferred in BEAVERCREEK, OH One outlet transferred in BROOKVILLE, OH Two outlets transferred in CENTERVILLE, OH One outlet transferred in CLAYTON, OH Twelve outlets transferred in DAYTON, OH One outlet transferred in EATON, OH One outlet transferred in ENGLEWOOD, OH Three outlets transferred in FAIRBORN, OH One outlet transferred in HUBER HTS., OH One outlet transferred in KETTERING, OH One outlet transferred in MIAMISBURG, OH One outlet transferred in MORaine, OH One outlet transferred in TIPP CITY, OH Two outlets transferred in TROY, OH One outlet transferred in VANDALIA, OH One outlet transferred in W.CARROLLTON, OH One outlet transferred in (AMELIA, OH) Two outlets transferred in (BATAVIA, OH) One outlet transferred in (BETHEL, OH) One outlet transferred in (CHEVIOT, OH) Nineteen outlets transferred in (CINCINNATI, OH) One outlet transferred in (FAIRFIELD, OH) One outlet transferred in (HAMILTON, OH) One outlet transferred in (HILLSBORO, OH) One outlet transferred in (LINCOLN HTS., OH) One outlet transferred in (LOVELAND, OH) One outlet transferred in (MAINEVILLE, OH) One outlet transferred in (MASON, OH) Three outlets transferred in (MASON, OH) One outlet transferred in (MT.ORAB, OH) One outlet transferred in (NEWTOWN, OH) One outlet transferred in (NORWOOD, OH) One outlet transferred in (SHARONVILLE, OH) One outlet transferred in (ST.BERNARD, OH) Two outlets transferred in (W.CHESTER, OH)	
Mid-Ohio Restaurant Management III, Inc. James R. Harris, Jr. Stephanie Goodrich-Harris One outlet ceased operations in Athens, OH	Athens, OH PHONE: 740-591-3775
Gary J. Master One outlet ceased operations in Cleveland, OH	Westlake, OH PHONE: 440-899-7070

## EXHIBIT S-3

## FORMER FRANCHISEES

Franchisee		Address/Phone
Thomas 5 Limited One outlet ceased operations in Mentor, OH One outlet ceased operations in Columbus, OH		Dublin, OH PHONE: 614-764-9495
<b>OKLAHOMA</b>		
Wen Oklahoma, LLC One outlet ceased operations in Midwest City, OK		Grand Rapids, MI PHONE: 616-776-2600
<b>OREGON</b>		
Group W Aksan IA, LLC Irfan Erik Noorali Moosa Stephen Harris One outlet ceased operations in Portland, OR		Arvada, CO PHONE: 303-825-4009
Wenoregon, LLC Peter B. Nisbet One outlet ceased operations in Medford, OR		Spokane, WA PHONE: 206-310-6290
<b>PENNSYLVANIA</b>		
Quakertown Wen, LLC Christina Giordano Gaspar Giordano One outlet ceased operations in Quakertown, PA		Allenwood, NJ PHONE: 732-280-6579
NPC Quality Burgers, Inc. One outlet transferred in READING, PA One outlet transferred in W.READING, PA One outlet transferred in TREXLERTOWN, PA One outlet transferred in CAMP HILL, PA Five outlets transferred in HARRISBURG, PA One outlet transferred in HUMMELSTOWN, PA One outlet transferred in PALMYRA, PA Three outlets transferred in MECHANICSBURG, PA One outlet transferred in MIDDLETOWN, PA One outlet transferred in DILLSBURG, PA One outlet transferred in LEBANON, PA Two outlets transferred in POTTSTOWN, PA One outlet transferred in HAMBURG, PA One outlet transferred in YORK, PA One outlet transferred in READING, PA One outlet transferred in EASTON, PA One outlet transferred in ALLENTOWN, PA One outlet transferred in ENOLA, PA Three outlets transferred in BETHLEHEM, PA One outlet transferred in ELIZABETHTOWN, PA One outlet transferred in HERSHEY, PA One outlet transferred in SINKING SPRING, PA One outlet transferred in WYOMISSING, PA One outlet transferred in JONESTOWN, PA Four outlets transferred in ALLENTOWN, PA One outlet transferred in LEBANON, PA One outlet transferred in SHIPPENSBURG, PA One outlet transferred in NEW OXFORD, PA Two outlets transferred in LANCASTER, PA One outlet transferred in EPHRATA, PA Four outlets transferred in YORK, PA	***	Leawood, KS PHONE: 913-327-3109

## EXHIBIT S-3

## FORMER FRANCHISEES

Franchisee		Address/Phone
One outlet transferred in COLUMBIA, PA One outlet transferred in SHREWSBURY, PA One outlet transferred in RED LION, PA One outlet transferred in LITITZ, PA One outlet transferred in NEW HOLLAND, PA One outlet transferred in READING, PA One outlet transferred in WHITEHALL, PA One outlet transferred in CARLISLE, PA Three outlets transferred in CHAMBERSBURG, PA One outlet transferred in GETTYSBURG, PA Two outlets transferred in HANOVER, PA One outlet transferred in WAYNESBORO, PA		
MUY Hamburger Partners, LLC James H. Bodenstedt One outlet transferred in MEADVILLE, PA One outlet transferred in WARREN, PA One outlet transferred in EDINBORO, PA Five outlets transferred in ERIE, PA One outlet transferred in GIRARD, PA	***	San Antonio, TX PHONE: 210-408-2433
Primary Aim, LLC One outlet ceased operations in Homestead, PA One outlet ceased operations in Pittsburgh, PA		Zanesville, OH PHONE: 740-454-2568
<b>RHODE ISLAND</b>		
Westerly Foods, LLC Harvey A. Bennett, Jr. Patricia J. Bennett One outlet ceased operations in Westerly, RI		Warwick, RI PHONE: 401-736-0822
<b>SOUTH CAROLINA</b>		
Wendcharles II, LLC Cina Haas Jeffrey J. Coghlan Lewis E. Topper Norman Bobrow Two outlets transferred in CHARLESTON, SC Two outlets transferred in GOOSE CREEK, SC One outlet transferred in MONCKS CORNER, SC One outlet transferred in N.CHARLESTON, SC Two outlets transferred in SUMMERVILLE, SC  Wendcharles I, LLC David Ivey Jeffrey J. Coghlan Lewis E. Topper Norman Bobrow Two outlets transferred in MT.PLEASANT, SC		Cortland, NY PHONE: 607-753-6401
Carolina Restaurant Group, Inc. One outlet ceased operations in Beaufort, SC		Charlotte, NC PHONE: 704-525-3434
<b>SOUTH DAKOTA</b>		
WT Sioux, LLC One outlet ceased operations in Sioux Falls, SD		Draper, UT PHONE: 801-571-1932

## EXHIBIT S-3

## FORMER FRANCHISEES

Franchisee		Address/Phone
<b>TENNESSEE</b>		
Springfield Investments, LLC Mohammed Abbasi One outlet did not renew Chattanooga, TN		Silver Creek, GA PHONE: 706-378-8054
Wen-Acquisitions Knoxville, LLC Andres Eloy Garcia Arzola Edilberto J. Rodriguez Jhonny Alexander Mercado Sam Four outlets transferred in CHATTANOOGA, TN One outlet transferred in CLEVELAND, TN  Southeast Food Services Company, LLC JAE Knoxville, LLC Andres Eloy Garcia Arzola Edilberto J. Rodriguez Jhonny Alexander Mercado Sam Two outlets transferred in ALCOA, TN One outlet transferred in ATHENS, TN Two outlets transferred in CLINTON, TN One outlet transferred in CROSSVILLE, TN One outlet transferred in DANDRIDGE, TN One outlet transferred in DAYTON, TN One outlet transferred in FARRAGUT, TN One outlet transferred in HARRIMAN, TN Fourteen outlets transferred in KNOXVILLE, TN One outlet transferred in KODAK, TN One outlet transferred in LA FOLLETTE, TN One outlet transferred in LENOIR CITY, TN One outlet transferred in LOUDON, TN One outlet transferred in MADISONVILLE, TN One outlet transferred in MARYVILLE, TN One outlet transferred in OAK RIDGE, TN One outlet transferred in PIGEON FORGE, TN One outlet transferred in POWELL, TN Two outlets transferred in SEVIERVILLE, TN One outlet transferred in SEYMOUR, TN One outlet ceased operations in Knoxville, TN		Pompano Beach, FL PHONE: 561-389-5816
Wen Tennessee, LLC One outlet ceased operations in Millington, TN One outlet did not renew Memphis, TN		Grand Rapids, MI PHONE: 616-776-2600
<b>TEXAS</b>		
MUY Hamburger Partners, LLC James H. Bodenstedt Three outlets transferred in ARLINGTON, TX One outlet transferred in BEDFORD, TX One outlet transferred in BELLMEAD, TX One outlet transferred in BENBROOK, TX Two outlets transferred in BURLESON, TX One outlet transferred in CEDAR HILL, TX One outlet transferred in CLEBURNE, TX Two outlets transferred in COPPELL, TX One outlet transferred in COPPERAS COVE, TX	***	San Antonio, TX PHONE: 210-408-2433



## EXHIBIT S-3

## FORMER FRANCHISEES

Franchisee	Address/Phone
<p>Five outlets transferred in DALLAS, TX            One outlet transferred in DENTON, TX            One outlet transferred in DUNCANVILLE, TX            Two outlets transferred in FLOWER MOUND, TX            Seven outlets transferred in FT. WORTH, TX            Two outlets transferred in GRAND PRAIRIE, TX            One outlet transferred in GRAPEVINE, TX            One outlet transferred in HILLSBORO, TX            Three outlets transferred in IRVING, TX            Three outlets transferred in KILLEEN, TX            One outlet transferred in LAKE WORTH, TX            One outlet transferred in MANSFIELD, TX            One outlet transferred in N.RICHLAND HILLS, TX            One outlet transferred in ROANOKE, TX            One outlet transferred in ROBINSON, TX            One outlet transferred in SAGINAW, TX            One outlet transferred in SAN MARCOS, TX            One outlet transferred in SOUTHLAKE, TX            Two outlets transferred in TEMPLE, TX            Four outlets transferred in WACO, TX            One outlet transferred in WATAUGA, TX            Three outlets transferred in ALLEN, TX            One outlet transferred in BALCH SPRINGS, TX            One outlet transferred in CARROLLTON, TX            Fourteen outlets transferred in DALLAS, TX            One outlet transferred in DE SOTO, TX            One outlet transferred in ENNIS, TX            One outlet transferred in FARMERS BRANCH, TX            One outlet transferred in FORNEY, TX            Five outlets transferred in FRISCO, TX            Four outlets transferred in GARLAND, TX            One outlet transferred in LUCAS, TX            Three outlets transferred in MCKINNEY, TX            Two outlets transferred in MESQUITE, TX            One outlet transferred in MURPHY, TX            Four outlets transferred in PLANO, TX            Four outlets transferred in RICHARDSON, TX            One outlet transferred in ROCKWALL, TX            Four outlets transferred in ROWLETT, TX            One outlet transferred in SEAGOVILLE, TX            One outlet transferred in THE COLONY, TX            One outlet transferred in WAXAHACHIE, TX            One outlet transferred in WYLIE, TX            One outlet transferred in BOERNE, TX            One outlet transferred in CONVERSE, TX            Two outlets transferred in NEW BRAUNFELS, TX            Twenty-seven outlets transferred in SAN ANTONIO, TX            One outlet transferred in trans SCHERTZ, TX            One outlet transferred in SELMA, TX            One outlet did not renew Dallas, TX            One outlet ceased operations in San Antonio, TX</p>	

## EXHIBIT S-3

## FORMER FRANCHISEES

Franchisee		Address/Phone
ELP Restaurant Holdings, LLC Edilberto J. Rodriguez Jhonny Alexander Mercado Sam Murshed Mansoor Twelve outlets transferred in EL PASO, TX One outlet transferred in HORIZON CITY, TX		Pompano Beach, FL PHONE: 561-389-5816
916 Foods Ops, LLC One outlet ceased operations in Irving, TX		Dallas, TX PHONE: 650-842-0700
A & J Foods, Inc. Ann L. Blateri John P. Blateri One outlet ceased operations in Addison, TX		Irving, TX PHONE: 972-869-4404
Stonewall Road Restaurant Group LLC J. Nicholas Rhoads Nathan Hamilton One outlet ceased operations in Ft. Worth, TX		Dallas, TX PHONE: 972-644-9731
Latrelle's Flight Kitchen, L.P. Kenneth A. James Latrelle D. James W.A. James, Jr. One outlet ceased operations in Houston, TX		Kingwood, TX PHONE: 281-359-9959
Bagel Mania Too Corporation Asra Oberoi R. Rishi Oberoi Ricki R. Oberoi One outlet ceased operations in Richmond, TX		Missouri City, TX PHONE: 713-927-5226
CS Restaurants, Inc. One outlet did not renew Friendswood, TX		Nassau Bay, TX 77258 PHONE: 281-333-5205
<b>UTAH</b>		
NPC Quality Burgers, Inc. One outlet transferred in AMERICAN FORK, UT One outlet transferred in BOUNTIFUL, UT One outlet transferred in BRIGHAM CITY, UT One outlet transferred in CENTERVILLE, UT One outlet transferred in CLEARFIELD, UT One outlet transferred in CLINTON, UT One outlet transferred in DRAPER, UT One outlet transferred in FARMINGTON, UT One outlet transferred in FARR WEST, UT One outlet transferred in HERRIMAN, UT One outlet transferred in HIGHLAND, UT One outlet transferred in KAYSVILLE, UT One outlet transferred in KEARNS, UT Two outlets transferred in LAYTON, UT One outlet transferred in LEHI, UT One outlet transferred in MAGNA, UT One outlet transferred in MIDVALE, UT Two outlets transferred in MURRAY, UT One outlet transferred in N.OGDEN, UT One outlet transferred in N.SALT LAKE, UT Two outlets transferred in OGDEN, UT Two outlets transferred in OREM, UT	***	Leawood, KS PHONE: 913-327-3109

## EXHIBIT S-3

## FORMER FRANCHISEES

Franchisee		Address/Phone
One outlet transferred in PARK CITY, UT One outlet transferred in PROVO, UT One outlet transferred in RIVERDALE, UT One outlet transferred in RIVERTON, UT One outlet transferred in ROY, UT One outlet transferred in S.JORDAN, UT Eight outlets transferred in SALT LAKE CITY, UT Three outlets transferred in SANDY, UT One outlet transferred in SARATOGA SPRINGS, UT One outlet transferred in TAYLORSVILLE, UT Four outlets transferred in W.JORDAN, UT Three outlets transferred in W.VALLEY, UT		
Square Foods, Inc. Donna Drollinger Lisa Adams Robert H. Williams The Lyle J. Robison Family Living One outlet transferred in Vernal, UT	***	Vernal, UT PHONE: 435-789-4558
Wend Salt Lake City LLC One outlet did not renew Draper, UT		San Francisco, CA PHONE: 216-973-2072
<b>VIRGINIA</b>		
NPC Quality Burgers, Inc. One outlet transferred in COLLINSVILLE, VA One outlet transferred in RIDGEWAY, VA One outlet transferred in STUART, VA One outlet transferred in S.HILL, VA Two outlets transferred in ALEXANDRIA, VA One outlet transferred in ANNANDALE, VA Three outlets transferred in ARLINGTON, VA Two outlets transferred in ASHBURN, VA One outlet transferred in BURKE, VA One outlet transferred in CENTREVILLE, VA One outlet transferred in CHANTILLY, VA One outlet transferred in CHANTILLY, VA Four outlets transferred in FAIRFAX, VA Three outlets transferred in FALLS CHURCH, VA One outlet transferred in FREDERICKSBURG, VA One outlet transferred in HERNDON, VA One outlet transferred in KING GEORGE, VA One outlet transferred in LEESBURG, VA Four outlets transferred in MANASSAS, VA One outlet transferred in RESTON, VA One outlet transferred in SPRINGFIELD, VA One outlet transferred in STAFFORD, VA One outlet transferred in STERLING, VA One outlet transferred in STONE RIDGE, VA One outlet transferred in TAPPAHANNOCK, VA Two outlets transferred in VIENNA, VA One outlet transferred in WOODBRIDGE, VA 5524 trans WOODBRIDGE, VA 4439 trans WOODBRIDGE, VA 3280 trans WOODBRIDGE, VA	***	Leawood, KS PHONE: 913-327-3109

## EXHIBIT S-3

## FORMER FRANCHISEES

Franchisee	Address/Phone
8931 trans WOODBRIDGE, VA Starboard Group of Richmond North, L.L.C. Starboard Group of Richmond South, L.L.C. One outlet transferred in Ashland, VA Ten outlets transferred in Richmond, VA Two outlets transferred in Colonial Hts., VA One outlet transferred in Chesterfield, VA Two outlets transferred in Glen Allen, VA One outlet transferred in Petersburg, VA Two outlets transferred in Chester, VA One outlet transferred in Hopewell, VA One outlet transferred in Blackstone, VA One outlet transferred in Powhatan, VA	Coral Springs, FL PHONE: 954-255-2266
Wendbeck Corp. Jeffrey J. Coghlan Lewis E. Topper Norman Bobrow One outlet transferred in BLUEFIELD, VA  Wendtaz Corp. Cherie Fields Jeffrey J. Coghlan Lewis E. Topper Norman Bobrow One outlet transferred in RICHLANDS, VA One outlet transferred in POUNDING MILL, VA One outlet transferred in N.TAZEWELL, VA  Wendwise Corp. Larry P. Haas Lewis E. Topper One outlet transferred in LEBANON, VA One outlet transferred in PREMIER, VA One outlet transferred in WISE, VA	Cortland, NY PHONE: 607-753-6401
R & L Foods, LLC Robert E. Lee William R. Reynolds One outlet transferred in CULPEPER, VA Two outlets transferred in FREDERICKSBURG, VA One outlet transferred in FRONT ROYAL, VA One outlet transferred in WARRENTON, VA Two outlets transferred in WINCHESTER, VA One outlet transferred in WOODSTOCK, VA	Winchester, VA PHONE: 540-662-8910
<b>WASHINGTON</b>	
Twinco, Inc. Jasmel Sangha Susheel Sangha One outlet ceased operations in University Place, WA	Lacey, WA PHONE: 360-412-5100

## EXHIBIT S-3

## FORMER FRANCHISEES

Franchisee		Address/Phone
<b>WEST VIRGINIA</b>		
Neighborhood Restaurants of West Virginia, Inc. Marty Johnson Theresa Hammonds Johnson Brian Sivori One outlet transferred in LOGAN, WV One outlet transferred in DANVILLE, WV One outlet transferred in CHAPMANVILLE, WV One outlet transferred in MAN, WV	***	Hazard, KY PHONE: 606-436-0736
NPC Quality Burgers, Inc. One outlet transferred in FALLING WATERS, WV		Leawood, KS PHONE: 913-327-3109
Wendraven, LLC Jeffrey J. Coghlan Lewis E. Topper Norman Bobrow One outlet transferred in RAVENSWOOD, WV One outlet transferred in RIPLEY, WV One outlet transferred in SPENCER, WV Two outlets transferred in PRINCETON, WV  Wendelk Corp. Clark Management Corp. Jeffrey J. Coghlan Lewis E. Topper One outlet transferred in WESTON, WV One outlet transferred in ELKINS, WV		Cortland, NY PHONE: 607-753-6401
R & L Foods, LLC Robert E. Lee William R. Reynolds One outlet transferred in CHARLES TOWN, WV Two outlets transferred in MARTINSBURG, WV		Winchester, VA PHONE: 540-662-8910

# EXHIBIT T

## GUARANTEE OF PERFORMANCE

(in favor of WIL)

For value received, The Wendy's Company, a Delaware corporation (the "**Guarantor**"), located at One Dave Thomas Blvd., Dublin, Ohio 43017, absolutely and unconditionally guarantees the performance by Wendy's International, LLC, an Ohio limited liability company, located at One Dave Thomas Blvd., Dublin, Ohio 43017 ("**WIL**"), of all of WIL's duties and obligations under the Management Agreement by and between WIL and Quality Is Our Recipe, LLC, a Delaware limited liability company, located at One Dave Thomas Blvd., Dublin, Ohio 43017 (the "**Franchisor**") dated June 1, 2015, which duties and obligations include WIL's required support and services to franchisees under the franchise agreements within the Wendy's franchise system. This guarantee continues until all such obligations of WIL under the Management Agreement are satisfied or until the liability of WIL to the Franchisor under the Management Agreement have been completely discharged, whichever first occurs. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of WIL. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Dublin, Ohio, on the 30<sup>th</sup> day of March, 2017.

**Guarantor:**

**The Wendy's Company**

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

Name: Gunther Plosch

Title: Chief Financial Officer

# *The Wendy's Company*

*Consolidated Financial Statements as of January 2, 2022 and January 3, 2021,  
and for the years ended January 2, 2022, January 3, 2021 and December 29, 2019  
and Report of Independent Registered Public Accounting Firm*

**THE WENDY'S COMPANY AND SUBSIDIARIES**  
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<b><u>Defined Term</u></b>	<b><u>Footnote Where Defined</u></b>
2010 Plan	(16) Share-Based Compensation
2019-1 Class A-1 Notes	(12) Long-Term Debt
2019 ASR Agreement	(15) Stockholders' Equity
2020-1 Class A-1 Notes	(12) Long-Term Debt
2020 Plan	(16) Share-Based Compensation
2021-1 Class A-1 Notes	(12) Long-Term Debt
2021 ASR Agreement	(15) Stockholders' Equity
401(k) Plan	(19) Retirement Benefit Plans
Advertising Funds	(1) Summary of Significant Accounting Policies
Black-Scholes Model	(1) Summary of Significant Accounting Policies
Brazil JV	(1) Summary of Significant Accounting Policies
CAP	(14) Income Taxes
Caracci Case	(23) Legal and Environmental Matters
Class A-2 Notes	(12) Long-Term Debt
Cloud Computing Arrangements	(1) Summary of Significant Accounting Policies
Company	(1) Summary of Significant Accounting Policies
Contingent Rent	(1) Summary of Significant Accounting Policies
COVID-19	(1) Summary of Significant Accounting Policies
EBITDA	(26) Segment Information
Equity Plans	(1) Summary of Significant Accounting Policies
FASB	(1) Summary of Significant Accounting Policies
Fountain Beverages	(21) Guarantees and Other Commitments and Contingencies
Franchise Flip	(1) Summary of Significant Accounting Policies
FRG	(3) Acquisitions
G&A	(5) Reorganization and Realignment Costs
G&A Realignment Plan	(5) Reorganization and Realignment Costs
GAAP	(1) Summary of Significant Accounting Policies
Graham Case	(23) Legal and Environmental Matters
Indenture	(12) Long-Term Debt
IRS	(14) Income Taxes
IT	(5) Reorganization and Realignment Costs
IT Realignment Plan	(5) Reorganization and Realignment Costs
LIBOR	(12) Long-Term Debt
Master Issuer	(12) Long-Term Debt
NPC	(3) Acquisitions
Operations and Field Realignment Plan	(5) Reorganization and Realignment Costs
QSCC	(22) Transactions with Related Parties
Rent Holiday	(1) Summary of Significant Accounting Policies
Restricted Shares	(16) Share-Based Compensation
ROU	(1) Summary of Significant Accounting Policies
RSAs	(1) Summary of Significant Accounting Policies
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SERP	(19) Retirement Benefit Plans
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<b><u>Defined Term</u></b>	<b><u>Footnote Where Defined</u></b>
The Wendy's Company	(1) Summary of Significant Accounting Policies
TimWen	(1) Summary of Significant Accounting Policies
U.S.	(1) Summary of Significant Accounting Policies
VIE	(1) Summary of Significant Accounting Policies
Wendy's	(1) Summary of Significant Accounting Policies
Wendy's Co-op	(22) Transactions with Related Parties
Wendy's Funding	(12) Long-Term Debt
Wendy's Merger	(8) Investments
Wendy's Restaurants	(1) Summary of Significant Accounting Policies
Yellow Cab	(22) Transactions with Related Parties

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Board of Directors and Stockholders of The Wendy's Company

**Opinion on the Financial Statements**

We have audited the accompanying consolidated balance sheets of The Wendy's Company and subsidiaries (the "Company") as of January 2, 2022 and January 3, 2021, the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows, for each of the three years in the period ended January 2, 2022, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of January 2, 2022 and January 3, 2021, and the results of its operations and its cash flows for each of the three years in the period ended January 2, 2022, in conformity with accounting principles generally accepted in the United States of America.

**Basis for Opinion**

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

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

**Critical Audit Matter**

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

***Goodwill - Global Real Estate and Development Operations Reporting Unit – Refer to Notes 1 and 10 to the financial statements******Critical Audit Matter Description***

The Company's evaluation of goodwill for impairment involves the comparison of the fair value of each reporting unit to its carrying value.

The Company used both an income approach and a market approach to estimate fair value of the global real estate and development operations reporting unit. The income approach requires management to make significant estimates and assumptions including future sales growth, operating profit and the weighted average cost of capital (discount rate). The market approach requires use of market price data of guideline public companies to estimate the fair value of the reporting unit. Changes in these assumptions could have a significant impact on either the fair value, the amount of any goodwill impairment charge, or both. The goodwill balance was \$775.3 million as of January 2, 2022, of which \$122.5 million was allocated to the global real estate and development operations reporting unit. The fair value of the global real estate and development operations reporting unit exceeded its carrying value as of the measurement date and, therefore, no impairment was recognized.

We identified the Company's income approach in the impairment evaluation of goodwill for the global real estate and development operations reporting unit as a critical audit matter because of the significant judgments made by management to estimate the fair value of this reporting unit. This required a high degree of auditor judgment and an increased extent of effort,

including the need to involve our fair value specialists, when performing audit procedures to evaluate the reasonableness of management's estimates and assumptions, particularly related to future sales growth, operating profit and the selection of the discount rate.

*How the Critical Audit Matter Was Addressed in the Audit*

Our audit procedures related to the estimates of future sales growth, operating profit and discount rate used by management to estimate the fair value of the global real estate and development operations reporting unit included the following, among others:

- We tested the effectiveness of controls over management's goodwill impairment evaluation, including those over the determination of the fair value of the global real estate and development operations reporting unit, such as controls related to management's forecasts of future sales growth, operating profit and selection of the discount rate.
- We evaluated management's ability to accurately forecast future sales growth and operating profit by comparing actual results to management's historical forecasts.
- We evaluated the reasonableness of management's sales and operating profit forecasts by comparing the forecasts to (1) historical sales and operating profit and (2) internal communications to management and the Board of Directors. We also considered the impact of changes in management's forecasts from the annual measurement date in the fourth quarter to January 2, 2022.
- With the assistance of our fair value specialists, we evaluated the discount rate, including testing the underlying source information and the mathematical accuracy of the calculation, and by developing a range of independent estimates and comparing those to the discount rate selected by management.

/s/ Deloitte & Touche LLP  
Columbus, Ohio  
March 1, 2022

We have served as the Company's auditor since 1994.

**THE WENDY'S COMPANY AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**  
(In Thousands Except Par Value)

	<u>January 2, 2022</u>	<u>January 3, 2021</u>
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 249,438	\$ 306,989
Restricted cash	27,535	33,973
Accounts and notes receivable, net	119,540	109,891
Inventories	5,934	4,732
Prepaid expenses and other current assets	30,584	89,732
Advertising funds restricted assets	159,818	142,306
Total current assets	592,849	687,623
Properties	906,867	915,889
Finance lease assets	244,279	206,153
Operating lease assets	812,620	821,480
Goodwill	775,278	751,049
Other intangible assets	1,280,791	1,224,960
Investments	49,870	44,574
Net investment in sales-type and direct financing leases	299,707	268,221
Other assets	139,130	120,057
Total assets	<u>\$ 5,101,391</u>	<u>\$ 5,040,006</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Current portion of long-term debt	\$ 24,250	\$ 28,962
Current portion of finance lease liabilities	15,513	12,105
Current portion of operating lease liabilities	47,315	45,346
Accounts payable	41,163	31,063
Accrued expenses and other current liabilities	140,783	155,321
Advertising funds restricted liabilities	157,901	140,511
Total current liabilities	426,925	413,308
Long-term debt	2,356,416	2,218,163
Long-term finance lease liabilities	559,587	506,076
Long-term operating lease liabilities	853,328	865,325
Deferred income taxes	267,710	280,755
Deferred franchise fees	88,102	89,094
Other liabilities	112,918	117,689
Total liabilities	4,664,986	4,490,410
Commitments and contingencies		
Stockholders' equity:		
Common stock, \$0.10 par value; 1,500,000 shares authorized; 470,424 shares issued; 215,849 and 224,268 shares outstanding, respectively	47,042	47,042
Additional paid-in capital	2,898,633	2,899,276
Retained earnings	344,198	238,674
Common stock held in treasury, at cost; 254,575 and 246,156 shares, respectively	(2,805,268)	(2,585,755)
Accumulated other comprehensive loss	(48,200)	(49,641)
Total stockholders' equity	436,405	549,596
Total liabilities and stockholders' equity	<u>\$ 5,101,391</u>	<u>\$ 5,040,006</u>

See accompanying notes to consolidated financial statements.

**THE WENDY'S COMPANY AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
(In Thousands Except Per Share Amounts)

	Year Ended		
	January 2, 2022	January 3, 2021	December 29, 2019
Revenues:			
Sales	\$ 734,074	\$ 722,764	\$ 707,485
Franchise royalty revenue and fees	536,748	444,749	428,999
Franchise rental income	236,655	232,648	233,065
Advertising funds revenue	389,521	333,664	339,453
	<u>1,896,998</u>	<u>1,733,825</u>	<u>1,709,002</u>
Costs and expenses:			
Cost of sales	611,680	614,907	597,530
Franchise support and other costs	42,900	26,464	43,686
Franchise rental expense	132,411	125,613	123,929
Advertising funds expense	411,751	345,360	338,116
General and administrative	242,970	206,876	200,206
Depreciation and amortization	125,540	132,775	131,693
System optimization gains, net	(33,545)	(3,148)	(1,283)
Reorganization and realignment costs	8,548	16,030	16,965
Impairment of long-lived assets	2,251	8,037	6,999
Other operating income, net	(14,468)	(8,397)	(11,418)
	<u>1,530,038</u>	<u>1,464,517</u>	<u>1,446,423</u>
Operating profit	366,960	269,308	262,579
Interest expense, net	(109,185)	(117,737)	(115,971)
Loss on early extinguishment of debt	(17,917)	—	(8,496)
Investment income (loss), net	39	(225)	25,598
Other income, net	681	1,449	7,771
Income before income taxes	<u>240,578</u>	<u>152,795</u>	<u>171,481</u>
Provision for income taxes	(40,186)	(34,963)	(34,541)
Net income	<u>\$ 200,392</u>	<u>\$ 117,832</u>	<u>\$ 136,940</u>
Net income per share:			
Basic	\$ .91	\$ .53	\$ .60
Diluted	.89	.52	.58

See accompanying notes to consolidated financial statements.

**THE WENDY'S COMPANY AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
**(In Thousands)**

	<b>Year Ended</b>		
	<b>January 2, 2022</b>	<b>January 3, 2021</b>	<b>December 29, 2019</b>
Net income	\$ 200,392	\$ 117,832	\$ 136,940
Other comprehensive income:			
Foreign currency translation adjustment	1,441	4,187	7,845
Other comprehensive income	1,441	4,187	7,845
Comprehensive income	<u>\$ 201,833</u>	<u>\$ 122,019</u>	<u>\$ 144,785</u>

See accompanying notes to consolidated financial statements.

**THE WENDY'S COMPANY AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
(In Thousands)

	Common Stock	Additional Paid-In Capital	Retained Earnings	Common Stock Held in Treasury	Accumulated Other Comprehensive Loss	Total
Balance at December 30, 2018	\$ 47,042	\$ 2,884,696	\$ 146,277	\$ (2,367,893)	\$ (61,673)	\$ 648,449
Net income	—	—	136,940	—	—	136,940
Other comprehensive income, net	—	—	—	—	7,845	7,845
Cash dividends	—	—	(96,364)	—	—	(96,364)
Repurchases of common stock, including accelerated share repurchase	—	(15,000)	—	(202,771)	—	(217,771)
Share-based compensation	—	18,676	—	—	—	18,676
Common stock issued upon exercises of stock options	—	(808)	—	28,944	—	28,136
Common stock issued upon vesting of restricted shares	—	(13,677)	—	5,050	—	(8,627)
Cumulative effect of change in accounting principle	—	—	(1,105)	—	—	(1,105)
Other	—	114	(23)	89	—	180
Balance at December 29, 2019	47,042	2,874,001	185,725	(2,536,581)	(53,828)	516,359
Net income	—	—	117,832	—	—	117,832
Other comprehensive income, net	—	—	—	—	4,187	4,187
Cash dividends	—	—	(64,866)	—	—	(64,866)
Repurchases of common stock, including accelerated share repurchase	—	15,000	—	(76,095)	—	(61,095)
Share-based compensation	—	18,930	—	—	—	18,930
Common stock issued upon exercises of stock options	—	(912)	—	24,263	—	23,351
Common stock issued upon vesting of restricted shares	—	(7,889)	—	2,500	—	(5,389)
Other	—	146	(17)	158	—	287
Balance at January 3, 2021	47,042	2,899,276	238,674	(2,585,755)	(49,641)	549,596
Net income	—	—	200,392	—	—	200,392
Other comprehensive income, net	—	—	—	—	1,441	1,441
Cash dividends	—	—	(94,846)	—	—	(94,846)
Repurchases of common stock, including accelerated share repurchase	—	(18,750)	—	(249,058)	—	(267,808)
Share-based compensation	—	22,019	—	—	—	22,019
Common stock issued upon exercises of stock options	—	1,911	—	27,139	—	29,050
Common stock issued upon vesting of restricted shares	—	(6,023)	—	2,285	—	(3,738)
Other	—	200	(22)	121	—	299
Balance at January 2, 2022	\$ 47,042	\$ 2,898,633	\$ 344,198	\$ (2,805,268)	\$ (48,200)	\$ 436,405

See accompanying notes to consolidated financial statements.



**THE WENDY'S COMPANY AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(In Thousands)

	Year Ended		
	January 2, 2022	January 3, 2021	December 29, 2019
Cash flows from operating activities:			
Net income	\$ 200,392	\$ 117,832	\$ 136,940
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	125,540	132,775	131,693
Share-based compensation	22,019	18,930	18,676
Impairment of long-lived assets	2,251	8,037	6,999
Deferred income tax	(13,781)	10,266	837
Non-cash rental expense, net	40,596	28,937	28,202
Change in operating lease liabilities	(45,606)	(40,905)	(41,911)
Net receipt (recognition) of deferred vendor incentives	715	2,495	(501)
System optimization gains, net	(33,545)	(3,148)	(1,283)
Gain on sale of investments, net	(63)	—	(24,496)
Distributions received from TimWen joint venture	16,337	8,376	13,400
Equity in earnings in joint ventures, net	(11,203)	(6,096)	(8,673)
Long-term debt-related activities, net (see below)	24,758	6,723	15,317
Other, net	(13,242)	(6,438)	(4,838)
Changes in operating assets and liabilities:			
Accounts and notes receivable, net	(5,613)	(16,243)	16,935
Inventories	(872)	(841)	(163)
Prepaid expenses and other current assets	(3,396)	(8,780)	(1,569)
Advertising funds restricted assets and liabilities	11,519	49,052	(2,720)
Accounts payable	7,586	1,620	1,054
Accrued expenses and other current liabilities	21,380	(18,231)	5,034
Net cash provided by operating activities	<u>345,772</u>	<u>284,361</u>	<u>288,933</u>
Cash flows from investing activities:			
Capital expenditures	(77,984)	(68,969)	(74,453)
Acquisitions	(123,069)	(4,879)	(5,052)
Dispositions	55,118	6,091	3,448
Proceeds from sale of investments	63	169	24,496
Notes receivable, net	1,203	(662)	(3,370)
Payments for investments	(10,000)	—	—
Net cash used in investing activities	<u>(154,669)</u>	<u>(68,250)</u>	<u>(54,931)</u>
Cash flows from financing activities:			
Proceeds from long-term debt	1,100,000	153,315	850,000
Repayments of long-term debt	(970,344)	(191,462)	(899,800)
Repayments of finance lease liabilities	(13,640)	(8,383)	(6,835)
Deferred financing costs	(20,873)	(2,122)	(14,008)
Repurchases of common stock, including accelerated share repurchase	(268,531)	(62,173)	(217,797)
Dividends	(94,846)	(64,866)	(96,364)
Proceeds from stock option exercises	30,003	23,361	28,328
Payments related to tax withholding for share-based compensation	(4,511)	(5,577)	(8,820)
Net cash used in financing activities	<u>(242,742)</u>	<u>(157,907)</u>	<u>(365,296)</u>
Net cash (used in) provided by operations before effect of exchange rate changes on cash	(51,639)	58,204	(131,294)
Effect of exchange rate changes on cash	364	1,330	3,489
Net (decrease) increase in cash, cash equivalents and restricted cash	<u>(51,275)</u>	<u>59,534</u>	<u>(127,805)</u>
Cash, cash equivalents and restricted cash at beginning of period	418,241	358,707	486,512
Cash, cash equivalents and restricted cash at end of period	<u>\$ 366,966</u>	<u>\$ 418,241</u>	<u>\$ 358,707</u>

**THE WENDY'S COMPANY AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS—CONTINUED**  
(In Thousands)

	Year Ended		
	January 2, 2022	January 3, 2021	December 29, 2019
Detail of cash flows from operating activities:			
Long-term debt-related activities, net:			
Loss on early extinguishment of debt	\$ 17,917	\$ —	\$ 8,496
Accretion of long-term debt	1,177	1,161	1,272
Amortization of deferred financing costs	5,664	5,562	5,549
	<u>\$ 24,758</u>	<u>\$ 6,723</u>	<u>\$ 15,317</u>
Supplemental cash flow information:			
Cash paid for:			
Interest	\$ 133,284	\$ 136,228	\$ 138,270
Income taxes, net of refunds	54,779	16,202	34,798
Supplemental non-cash investing and financing activities:			
Capital expenditures included in accounts payable	\$ 6,158	\$ 3,673	\$ 6,026
Finance leases	82,032	34,918	50,061
	<u>January 2, 2022</u>	<u>January 3, 2021</u>	<u>December 29, 2019</u>
Reconciliation of cash, cash equivalents and restricted cash at end of period:			
Cash and cash equivalents	\$ 249,438	\$ 306,989	\$ 300,195
Restricted cash	27,535	33,973	34,539
Restricted cash, included in Advertising funds restricted assets	89,993	77,279	23,973
Total cash, cash equivalents and restricted cash	<u>\$ 366,966</u>	<u>\$ 418,241</u>	<u>\$ 358,707</u>

See accompanying notes to consolidated financial statements.

**THE WENDY'S COMPANY AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
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**(1) Summary of Significant Accounting Policies*****Corporate Structure***

The Wendy's Company ("The Wendy's Company" and, together with its subsidiaries, the "Company," "we," "us," or "our") is the parent company of its 100% owned subsidiary holding company, Wendy's Restaurants, LLC ("Wendy's Restaurants"). Wendy's Restaurants is the parent company of Wendy's International, LLC and its subsidiaries ("Wendy's"). Wendy's franchises and operates Wendy's quick-service restaurants specializing in hamburger sandwiches throughout the United States of America ("U.S.") and in 31 foreign countries and U.S. territories. At January 2, 2022, Wendy's operated and franchised 408 and 6,541 restaurants, respectively.

The Company manages and internally reports its business in the following segments: (1) Wendy's U.S., (2) Wendy's International and (3) Global Real Estate & Development. See Note 26 for further information.

***Principles of Consolidation***

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") and include all of the Company's subsidiaries. We also consider for consolidation entities in which we have certain interests, where the controlling financial interest may be achieved through arrangements that do not involve voting interests. Such an entity, known as a variable interest entity ("VIE"), is required to be consolidated by its primary beneficiary. The primary beneficiary is the entity that possesses the power to direct the activities of the VIE that most significantly impact its economic performance and has the obligation to absorb losses or the right to receive benefits from the VIE that are significant to it. The principal entities in which we possess a variable interest include the Company's national advertising funds for the U.S. and Canada (the "Advertising Funds"). All intercompany balances and transactions have been eliminated in consolidation.

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amount of revenues and expenses during the reporting period. Actual results could differ materially from those estimates.

On March 11, 2020, the World Health Organization declared the novel strain of coronavirus ("COVID-19") a global pandemic. We continue to monitor the dynamic nature of the COVID-19 pandemic on our business, results and financial condition; however, we cannot predict the ultimate duration, scope or severity of the COVID-19 pandemic or its ultimate impact on our results of operations, financial condition and prospects.

***Reclassifications***

Certain reclassifications have been made to the prior year presentation to conform to the current year presentation.

***Fiscal Year***

The Company's fiscal reporting periods consist of 52 or 53 weeks ending on the Sunday closest to December 31 and are referred to herein as (1) "the year ended January 2, 2022" or "2021," which consisted of 52 weeks, (2) "the year ended January 3, 2021" or "2020," which consisted of 53 weeks, and (3) "the year ended December 29, 2019" or "2019," which consisted of 52 weeks. All references to years, quarters and months relate to fiscal periods rather than calendar periods.

***Cash and Cash Equivalents***

All highly liquid investments with a maturity of three months or less when acquired are considered cash equivalents. The Company's cash and cash equivalents principally consist of cash in bank and money market mutual fund accounts and are primarily not in Federal Deposit Insurance Corporation insured accounts.

We believe that our vulnerability to risk concentrations in our cash equivalents is mitigated by (1) our policies restricting the eligibility, credit quality and concentration limits for our placements in cash equivalents and (2) insurance from the

**THE WENDY'S COMPANY AND SUBSIDIARIES**  
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Securities Investor Protection Corporation of up to \$500 per account, as well as supplemental private insurance coverage maintained by substantially all of our brokerage firms, to the extent our cash equivalents are held in brokerage accounts.

***Restricted Cash***

In accordance with the Company's securitized financing facility, certain cash accounts have been established with the trustee for the benefit of the trustee and the noteholders and are restricted in their use. Such restricted cash primarily represents cash collections and cash reserves held by the trustee to be used for payments of principal, interest and commitment fees required for the Company's senior secured notes. Restricted cash also includes cash collected by the Advertising Funds, usage of which is restricted for advertising activities and is included in "Advertising funds restricted assets." Refer to Note 7 for further information.

***Accounts and Notes Receivable, Net***

Accounts and notes receivable, net, consist primarily of royalties, rents, property taxes and franchise fees due principally from franchisees, delivery-related receivables, credit card receivables, insurance receivables and refundable income taxes. Reserve estimates include consideration of the likelihood of default expected over the estimated life of the receivable. The Company periodically assesses the need for an allowance for doubtful accounts on its receivables based upon several key credit quality indicators such as outstanding past due balances, the financial strength of the obligor, the estimated fair value of any underlying collateral and agreement characteristics.

We believe that our vulnerability to risk concentrations in our receivables is mitigated by (1) favorable historical collectability on past due balances, (2) recourse to the underlying collateral regarding sales-type and direct financing lease receivables, and (3) our expectations for fluctuations in general market conditions. Receivables are considered delinquent once they are contractually past due under the terms of the underlying agreements. See Note 7 for further information.

***Inventories***

The Company's inventories are stated at the lower of cost or net realizable value, with cost determined in accordance with the first-in, first-out method and consist primarily of restaurant food items and paper supplies.

***Cloud Computing Arrangements ("CCA")***

The Company capitalizes implementation costs associated with its CCA consistent with costs capitalized for internal-use software. Capitalized CCA implementation costs are included in "Prepaid expenses and other current assets" and "Other assets." The CCA implementation costs are amortized over the term of the related hosting agreement, including renewal periods that are reasonably certain to be exercised. Amortization expense of CCA implementation costs is recorded to "General and administrative." The CCA implementation costs are included within operating activities in the Company's consolidated statements of cash flows.

***Properties and Depreciation and Amortization***

Properties are stated at cost, including capitalized internal costs of employees to the extent such employees are dedicated to specific restaurant construction projects, less accumulated depreciation and amortization. Depreciation and amortization of properties is computed principally on the straight-line basis using the following estimated useful lives of the related major classes of properties: 3 to 20 years for office and restaurant equipment (including technology), 3 to 15 years for transportation equipment and 7 to 30 years for buildings and improvements. When the Company commits to a plan to cease using certain properties before the end of their estimated useful lives, depreciation expense is accelerated to reflect the use of the assets over their shortened useful lives. Leasehold improvements are amortized over the shorter of their estimated useful lives or the terms of the respective leases, including periods covered by renewal options that the Company is reasonably assured of exercising.

The Company reviews properties for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset group may not be recoverable. If such review indicates an asset group may not be recoverable, an impairment loss is recognized for the excess of the carrying amount over the fair value of an asset group to be held and used or over the fair value less cost to sell of an asset to be disposed. See "Impairment of Long-Lived Assets" below for further information.

**THE WENDY'S COMPANY AND SUBSIDIARIES**  
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The Company classifies assets as held for sale and ceases depreciation of the assets when there is a plan for disposal of the assets and those assets meet the held for sale criteria. Assets held for sale are included in "Prepaid expenses and other current assets" in the consolidated balance sheets.

***Goodwill***

Goodwill, representing the excess of the cost of an acquired entity over the fair value of the acquired net assets, is not amortized. Goodwill associated with our Company-operated restaurants is reduced as a result of restaurant dispositions based on the relative fair values and is included in the carrying value of the restaurant in determining the gain or loss on disposal. If a Company-operated restaurant is sold within two years of being acquired from a franchisee, the goodwill associated with the acquisition is written off in its entirety. Goodwill has been assigned to reporting units for purposes of impairment testing. The Company tests goodwill for impairment annually during the fourth quarter, or more frequently if events or changes in circumstances indicate that the asset may be impaired. Our annual impairment test of goodwill may be completed through a qualitative assessment to determine if the fair value of the reporting unit is more likely than not greater than the carrying amount. If we elect to bypass the qualitative assessment for any reporting units, or if a qualitative assessment indicates it is more likely than not that the estimated carrying value of a reporting unit exceeds its fair value, we perform a quantitative goodwill impairment test. Under the quantitative test, the fair value of the reporting unit is compared with its carrying value (including goodwill). If the carrying value of the reporting unit exceeds its fair value, an impairment loss is recognized in an amount equal to that excess, limited to the total amount of goodwill allocated to that reporting unit. Our critical estimates in this impairment test include future sales growth, operating profit, income tax rates, terminal value growth rates, capital expenditures and the weighted average cost of capital (discount rate).

Our fair value estimates are subject to change as a result of many factors including, among others, any changes in our business plans, changing economic conditions and the competitive environment. Should actual cash flows and our future estimates vary adversely from those estimates we use, we may be required to recognize goodwill impairment charges in future years.

***Impairment of Long-Lived Assets***

Our long-lived assets include (1) properties and related definite-lived intangible assets (e.g., favorable leases) that are leased and/or subleased to franchisees, (2) Company-operated restaurant assets and related definite-lived intangible assets, which include reacquired rights under franchise agreements, and (3) finance and operating lease assets.

We review our long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. We assess the recoverability of our long-lived assets by comparing the carrying amount of the asset group to future undiscounted net cash flows expected to be generated through leases and/or subleases or by our individual Company-operated restaurants. If the carrying amount of the long-lived asset group is not recoverable on an undiscounted cash flow basis, then impairment is recognized to the extent that the carrying amount exceeds its fair value and is included in "Impairment of long-lived assets." Our critical estimates in this review process include the anticipated future cash flows from leases and/or subleases or individual Company-operated restaurants, which is used in assessing the recoverability of the respective long-lived assets.

Our fair value estimates are subject to change as a result of many factors including, among others, any changes in our business plans, changing economic conditions and the competitive environment. Should actual cash flows and our future estimates vary adversely from those estimates we used, we may be required to recognize additional impairment charges in future years.

***Other Intangible Assets***

Definite-lived intangible assets are amortized on a straight-line basis using the following estimated useful lives of the related classes of intangibles: for favorable leases, the terms of the respective leases, including periods covered by renewal options that the Company as lessor is reasonably certain the tenant will exercise; 1 to 5 years for computer software; 4 to 20 years for reacquired rights under franchise agreements; and 20 years for franchise agreements. Trademarks have an indefinite life and are not amortized.

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The Company reviews definite-lived intangible assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the intangible asset may not be recoverable. Indefinite-lived intangible assets are tested for impairment at least annually, or more frequently if events or changes in circumstances indicate that the assets may be impaired. Our annual impairment test for indefinite-lived intangible assets may be completed through a qualitative assessment to determine if the fair value of the indefinite-lived intangible assets is more likely than not greater than the carrying amount. If we elect to bypass the qualitative assessment, or if a qualitative assessment indicates it is more likely than not that the estimated carrying value exceeds the fair value, we test for impairment using a quantitative process. If the Company determines that impairment of its intangible assets may exist, the amount of impairment loss is measured as the excess of carrying value over fair value. Our estimates in the determination of the fair value of indefinite-lived intangible assets include the anticipated future revenues of Company-operated and franchised restaurants and the resulting cash flows.

### ***Investments***

The Company has a 50% share in a partnership in a Canadian restaurant real estate joint venture (“TimWen”) with a subsidiary of Restaurant Brands International Inc., a quick-service restaurant company that owns the Tim Hortons® brand (Tim Hortons is a registered trademark of Tim Hortons USA Inc.). In addition, the Company has a 20% share in a joint venture in Brazil (the “Brazil JV”). The Company has significant influence over these investees. Such investments are accounted for using the equity method, under which our results of operations include our share of the income (loss) of the investees in “Other operating income, net.” Cash distributions and dividends received that are determined to be returns of capital are recorded as a reduction of the carrying value of our investments and returns on our investments are recorded to “Investment income (loss), net.”

The difference between the carrying value of our TimWen equity investment and the underlying equity in the historical net assets of the investee is accounted for as if the investee were a consolidated subsidiary. Accordingly, the carrying value difference is amortized over the estimated lives of the assets of the investee to which such difference would have been allocated if the equity investment were a consolidated subsidiary. To the extent the carrying value difference represents goodwill, it is not amortized.

Other investments in equity securities in which the Company does not have significant influence, and for which there is not a readily determinable fair value, are recorded at cost, less any impairment, plus or minus changes resulting from observable price changes in orderly transactions for an identical or similar investment of the same issuer. Realized gains and losses are reported as income or loss in the period in which the securities are sold or otherwise disposed.

### ***Share-Based Compensation***

The Company has granted share-based compensation awards to certain employees under several equity plans (the “Equity Plans”). The Company measures the cost of employee services received in exchange for an equity award, which include grants of employee stock options and restricted shares, based on the fair value of the award at the date of grant. Share-based compensation expense is recognized net of estimated forfeitures, determined based on historical experience. The Company recognizes share-based compensation expense over the requisite service period unless the awards are subject to performance conditions, in which case we recognize compensation expense over the requisite service period to the extent performance conditions are considered probable. The Company determines the grant date fair value of stock options using a Black-Scholes-Merton option pricing model (the “Black-Scholes Model”). The grant date fair value of restricted share awards (“RSAs”), restricted share units (“RSUs”) and performance-based awards are determined using the fair market value of the Company’s common stock on the date of grant, as set forth in the applicable plan document, unless the awards are subject to market conditions, in which case we use a Monte Carlo simulation model. The Monte Carlo simulation model utilizes multiple input variables to estimate the probability that market conditions will be achieved.

### ***Foreign Currency Translation***

The Company’s primary foreign operations are in Canada where the functional currency is the Canadian dollar. Financial statements of foreign subsidiaries are prepared in their functional currency and then translated into U.S. dollars. Assets and liabilities are translated at the exchange rate as of the balance sheet date and revenues, costs and expenses are translated at a monthly average exchange rate. Net gains or losses resulting from the translation are recorded to the “Foreign currency translation adjustment” component of “Accumulated other comprehensive loss.” Gains and losses arising from the impact of foreign currency exchange rate fluctuations on transactions in foreign currency are included in “General and administrative.”

**THE WENDY'S COMPANY AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
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***Income Taxes***

The Company accounts for income taxes under the asset and liability method. A deferred tax asset or liability is recognized whenever there are (1) future tax effects from temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and (2) operating loss, capital loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to the years in which those differences are expected to be recovered or settled.

Deferred tax assets are recognized to the extent the Company believes these assets will more likely than not be realized. In evaluating the realizability of deferred tax assets, the Company considers all available positive and negative evidence, including the interaction and the timing of future reversals of existing temporary differences, projected future taxable income, recent operating results and tax-planning strategies. When considered necessary, a valuation allowance is recorded to reduce the carrying amount of the deferred tax assets to their anticipated realizable value.

The Company records uncertain tax positions on the basis of a two-step process whereby we first determine if it is more likely than not that a tax position will be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits of the position. A tax position that meets the more-likely-than-not recognition threshold is then measured for purposes of financial statement recognition as the largest amount of benefit that is greater than 50% likely of being realized upon being effectively settled.

Interest accrued for uncertain tax positions is charged to "Interest expense, net." Penalties accrued for uncertain tax positions are charged to "General and administrative."

***Restaurant Acquisitions and Dispositions***

The Company accounts for the acquisition of restaurants from franchisees using the acquisition method of accounting for business combinations. The acquisition method of accounting involves the allocation of the purchase price to the estimated fair values of the assets acquired and liabilities assumed. This allocation process requires the use of estimates and assumptions to derive fair values and to complete the allocation. The excess of the purchase price over the fair values of the assets acquired and liabilities assumed represents goodwill derived from the acquisition. See "Goodwill" above for further information.

In connection with the sale of Company-operated restaurants to franchisees, the Company typically enters into several agreements, in addition to an asset purchase agreement, with franchisees including franchise, development, relationship and lease agreements. The Company typically sells restaurants' cash, inventory and equipment and retains ownership or the leasehold interest to the real estate to lease and/or sublease to the franchisee. The Company has determined that its restaurant dispositions usually represent multiple-element arrangements, and as such, the cash consideration received is allocated to the separate elements based on their relative selling price. Cash consideration generally includes up-front consideration for the sale of the restaurants, technical assistance fees and development fees and future cash consideration for royalties and lease payments. The Company considers the future lease payments in allocating the initial cash consideration received. The Company obtains third-party evidence to estimate the relative selling price of the stated rent under the lease and/or sublease agreements which is primarily based upon comparable market rents. Based on the Company's review of the third-party evidence, the Company records favorable or unfavorable lease assets/liabilities with a corresponding offset to the gain or loss on the sale of the restaurants. The cash consideration per restaurant for technical assistance fees and development fees is consistent with the amounts stated in the related franchise agreements which are charged for separate standalone arrangements. The Company recognizes the technical assistance and development fees over the contractual term of the franchise agreements. Future royalty income is also recognized in revenue as earned. See "Revenue Recognition" below for further information.

***Revenue Recognition***

"Sales" includes revenues recognized upon delivery of food to the customer at Company-operated restaurants. "Sales" excludes taxes collected from the Company's customers. Revenue is recognized when the food is purchased by the customer, which is when our performance obligation is satisfied. "Sales" also includes income for gift cards. Gift card payments are recorded as deferred income when received and are recognized as revenue upon redemption.

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“Franchise royalty revenue and fees” includes royalties, new build technical assistance fees, renewal fees, franchisee-to-franchisee restaurant transfer (“Franchise Flip”) technical assistance fees, Franchise Flip advisory fees, development fees and information technology and other fees. Royalties from franchised restaurants are based on a percentage of sales of the franchised restaurant and are recognized as earned. New build technical assistance fees, renewal fees and Franchise Flip technical assistance fees are recorded as deferred revenue when received and recognized as revenue over the contractual term of the franchise agreements, once the restaurant has opened. Development fees are deferred when received, allocated to each agreed upon restaurant, and recognized as revenue over the contractual term of each respective franchise agreement, once the restaurant has opened. These franchise fees are considered highly dependent upon and interrelated with the franchise right granted in the franchise agreement. Franchise Flip advisory fees include valuation services and fees for selecting pre-approved buyers for Franchise Flips. Franchise Flip advisory fees are paid by the seller and are recognized as revenue at closing of the Franchise Flip transaction. Information technology and other fees are recognized as revenue as earned.

“Franchise rental income” includes rental income from properties owned and leased by the Company and leased or subleased to franchisees. Rental income is recognized on a straight-line basis over the respective operating lease terms. Favorable and unfavorable lease amounts related to the leased and/or subleased properties are amortized to rental income on a straight-line basis over the remaining term of the leases.

“Advertising funds revenue” includes contributions to the Advertising Funds by franchisees. Revenue related to these contributions is based on a percentage of sales of the franchised restaurants and is recognized as earned.

### ***Cost of Sales***

Cost of sales includes food and paper, restaurant labor and occupancy, advertising and other operating costs relating to Company-operated restaurants. Cost of sales excludes depreciation and amortization expense.

### ***Vendor Incentives***

The Company receives incentives from certain vendors. These incentives are recognized as earned and are classified as a reduction of “Cost of sales.”

### ***Advertising Costs***

Advertising costs are expensed as incurred and are included in “Cost of sales” and “Advertising funds expense.” Production costs of advertising are expensed when the advertisement is first released.

### ***Franchise Support and Other Costs***

The Company incurs costs to provide direct support services to our franchisees, as well as certain other direct and incremental costs to the Company’s franchise operations. These costs primarily relate to franchise development services, facilitating Franchise Flips and information technology services, which are charged to “Franchise support and other costs,” as incurred.

### ***Self-Insurance***

The Company is self-insured for most workers’ compensation losses and health care claims and purchases insurance for general liability and automotive liability losses, all subject to a \$500 per occurrence retention or deductible limit. The Company provides for their estimated cost to settle both known claims and claims incurred but not yet reported. Liabilities associated with these claims are estimated, in part, by considering the frequency and severity of historical claims, both specific to us, as well as industry-wide loss experience and other actuarial assumptions. We determine our insurance obligations with the assistance of actuarial firms. Since there are many estimates and assumptions involved in recording insurance liabilities and in the case of workers’ compensation a significant period of time elapses before the ultimate resolution of claims, differences between actual future events and prior estimates and assumptions could result in adjustments to these liabilities.



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**Leases***Determination of Whether a Contract Contains a Lease*

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

*ROU Model and Determination of Lease Term*

The Company uses the right-of-use ("ROU") model to account for leases where the Company is the lessee, which requires an entity to recognize a lease liability and ROU asset on the lease commencement date. A lease liability is measured equal to the present value of the remaining lease payments over the lease term and is discounted using the incremental borrowing rate, as the rate implicit in the Company's leases is not readily determinable. The incremental borrowing rate is the rate of interest that the Company would have to pay to borrow, on a collateralized basis over a similar term, an amount equal to the lease payments in a similar economic environment. Lease payments include payments made before the commencement date and any residual value guarantees, if applicable. The initial ROU asset consists of the initial measurement of the lease liability, adjusted for any favorable or unfavorable terms for leases acquired from franchisees, as well as payments made before the commencement date, initial direct costs and lease incentives earned. When determining the lease term, the Company includes option periods that it is reasonably certain to exercise as failure to renew the lease would impose a significant economic detriment. For properties used for Company-operated restaurants, the primary economic detriment relates to the existence of unamortized leasehold improvements which might be impaired if we choose not to exercise the available renewal options. The lease term for properties leased or subleased to franchisees is determined based upon the economic detriment to the franchisee and includes consideration of the length of the franchise agreement and historical performance of the restaurant. Lease terms for real estate are generally initially between 15 and 20 years and, in most cases, provide for rent escalations and renewal options.

*Operating Leases*

For operating leases, minimum lease payments or receipts, including minimum scheduled rent increases, are recognized as rent expense where the Company is a lessee, or income where the Company is a lessor, as applicable, on a straight-line basis ("Straight-Line Rent") over the applicable lease terms. There is a period under certain lease agreements referred to as a rent holiday ("Rent Holiday") that generally begins on the possession date and ends on the rent commencement date. During a Rent Holiday, no cash rent payments are typically due under the terms of the lease; however, expense is recorded for that period on a straight-line basis. The excess of the Straight-Line Rent over the minimum rents paid is included in the ROU asset where the Company is a lessee. The excess of the Straight-Line Rent over the minimum rents received is recorded as a deferred lease asset and is included in "Other assets" where the Company is a lessor. Certain leases contain provisions, referred to as contingent rent ("Contingent Rent"), that require additional rental payments based upon restaurant sales volume. Contingent Rent is recognized each period as the liability is incurred or the asset is earned.

Lease cost for operating leases includes the amortization of the ROU asset and interest expense related to the operating lease liability. Variable lease cost for operating leases includes Contingent Rent and payments for executory costs such as real estate taxes, insurance and common area maintenance, which are excluded from the measurement of the lease liability. Short-term lease cost for operating leases includes rental expense for leases with a term of less than 12 months. Lease costs are recorded in the consolidated statements of operations based on the nature of the underlying lease as follows: (1) rental expense related to leases for Company-operated restaurants is recorded to "Cost of sales," (2) rental expense for leased properties that are subsequently subleased to franchisees is recorded to "Franchise rental expense" and (3) rental expense related to leases for corporate offices and equipment is recorded to "General and administrative."

Favorable and unfavorable lease amounts for operating leases where the Company is the lessor are recorded as components of "Other intangible assets" and "Other liabilities," respectively. Favorable and unfavorable lease amounts are amortized on a straight-line basis over the term of the leases.

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Rental income and favorable and unfavorable lease amortization for operating leases on properties leased or subleased to franchisees is recorded to "Franchise rental income." Lessees' variable payments to the Company for executory costs under operating leases are recognized on a gross basis as "Franchise rental income" with a corresponding expense recorded to "Franchise rental expense."

#### *Finance Leases*

Lease cost for finance leases where the Company is the lessee includes the amortization of the ROU asset, which is amortized on a straight-line basis and recorded to "Depreciation and amortization," and interest expense on the finance lease liability, which is calculated using the interest method and recorded to "Interest expense, net." Finance lease ROU assets are amortized over the shorter of their estimated useful lives or the terms of the respective leases, including periods covered by renewal options that the Company is reasonably certain of exercising.

#### *Sales-Type and Direct Financing Leases*

For sales-type and direct financing leases where the Company is the lessor, the Company records its investment in properties leased to franchisees on a net basis, which is comprised of the present value of the lease payments not yet received and the present value of the guaranteed and unguaranteed residual assets. The current and long-term portions of our net investment in sales-type and direct financing leases are included in "Accounts and notes receivable, net" and "Net investment in sales-type and direct financing leases," respectively. Unearned income is recognized as interest income over the lease term and is included in "Interest expense, net." Sales-type leases result in the recognition of gain or loss at the commencement of the lease, which is recorded to "Other operating income, net." The gain or loss recognized upon commencement of the lease is directly affected by the Company's estimate of the amount to be derived from the guaranteed and unguaranteed residual assets at the end of the lease term. The Company's main component of this estimate is the expected fair value of the underlying assets, primarily the fair value of land. Lessees' variable payments to the Company for executory costs under sales-type and direct financing leases are recognized on a gross basis as "Franchise rental income" with a corresponding expense recorded to "Franchise rental expense."

#### *Significant Assumptions and Judgments*

Management makes certain estimates and assumptions regarding each new lease and sublease agreement, renewal and amendment, including, but not limited to, property values, market rents, property lives, discount rates and probable term, all of which can impact (1) the classification and accounting for a lease or sublease as operating or finance, including sales-type and direct financing, (2) the Rent Holiday and escalations in payment that are taken into consideration when calculating Straight-Line Rent, (3) the term over which leasehold improvements for each restaurant are amortized and (4) the values and lives of adjustments to the initial ROU asset where the Company is the lessee, or favorable and unfavorable leases where the Company is the lessor. The amount of depreciation and amortization, interest and rent expense and income reported would vary if different estimates and assumptions were used.

#### *Concentration of Risk*

Wendy's had no customers which accounted for 10% or more of consolidated revenues in 2021, 2020 or 2019. As of January 2, 2022, Wendy's had one main in-line distributor of food, packaging and beverage products, excluding breads, that serviced approximately 67% of Wendy's restaurants in the U.S. and four additional in-line distributors that, in the aggregate, serviced approximately 32% of Wendy's restaurants in the U.S. We believe that our vulnerability to risk concentrations related to significant vendors and sources of our raw materials is mitigated as we believe that there are other vendors who would be able to service our requirements. However, if a disruption of service from any of our main in-line distributors was to occur, we could experience short-term increases in our costs while distribution channels were adjusted.

Wendy's restaurants are principally located throughout the U.S. and to a lesser extent, in 31 foreign countries and U.S. territories with the largest number in Canada. Wendy's U.S. restaurants are located in 50 states and the District of Columbia, with the largest number in Florida, Texas, Ohio, Georgia, California, North Carolina, Pennsylvania and Michigan. Because our restaurant operations are generally located throughout the U.S. and to a much lesser extent, Canada and other foreign countries and U.S. territories, we believe the risk of geographic concentration is not significant. We could be adversely affected by changing consumer preferences resulting from concerns over nutritional or safety aspects of beef, chicken, french fries or other products we sell or the effects of food safety events or disease outbreaks. Our exposure to foreign exchange risk is primarily

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related to fluctuations in the Canadian dollar relative to the U.S. dollar for our Canadian operations. However, our exposure to Canadian dollar foreign currency risk is mitigated by the fact that there are no Company-operated restaurants in Canada and less than 10% of Wendy's franchised restaurants are in Canada.

The Company is subject to credit risk through its accounts receivable consisting primarily of amounts due from franchisees for royalties, franchise fees and rent. In addition, we have notes receivable from certain of our franchisees. The financial condition of these franchisees is largely dependent upon the underlying business trends of the Wendy's brand and market conditions within the quick-service restaurant industry. This concentration of credit risk is mitigated, in part, by the number of franchisees and the short-term nature of the franchise receivables.

### ***New Accounting Standards Adopted***

#### ***Leases***

In July 2021, the Financial Accounting Standards Board ("FASB") issued an amendment that addresses an issue related to a lessor's accounting for certain leases with variable lease payments that could result in the recognition of a selling loss at lease commencement even if the lessor expects the arrangement to be profitable overall. The amendment specifies lessors should classify and account for such a lease with variable lease payments as an operating lease, dependent upon meeting certain criteria, for which a selling profit or loss is not recognized. The Company early adopted this amendment during the third quarter of 2021 by applying the guidance prospectively to leases that commence or are modified on or after the date of adoption. The adoption of this guidance did not have a material impact on our consolidated financial statements.

#### ***New Accounting Standards***

##### ***Business Combinations***

In October 2021, the FASB issued an amendment to improve the accounting for revenue contracts with customers acquired in a business combination. The amendment requires contract assets and contract liabilities acquired in a business combination to be recognized and measured by the acquirer on the acquisition date in accordance with current revenue recognition guidance as if the acquirer had originated the contracts. The standard is effective beginning with our 2023 fiscal year. The Company does not expect the guidance to have a material impact on our consolidated financial statements.

##### ***Financial Instruments***

In August 2020, the FASB issued an amendment that simplifies the accounting for certain financial instruments with characteristics of liabilities and equity, including convertible instruments and contracts on an entity's own equity. The amendment simplifies accounting for convertible instruments by removing major separation models required under current accounting guidance. In addition, the amendment removes certain settlement conditions that are required for equity contracts to qualify for the derivative scope exception, which will permit more equity contracts to qualify for the exception, and also simplifies the diluted earnings per share calculation in certain areas. The amendment is effective commencing with our 2022 fiscal year. The Company does not expect the guidance to have a material impact on our consolidated financial statements.

## **(2) Revenue**

### ***Nature of Goods and Services***

The Company generates revenues from sales at Company-operated restaurants and earns fees and rental income from franchised restaurants. Revenues are recognized upon delivery of food to the customer at Company-operated restaurants or upon the fulfillment of terms outlined in the franchise agreement for franchised restaurants. The franchise agreement provides the franchisee the right to construct, own and operate a Wendy's restaurant upon a site accepted by Wendy's and to use the Wendy's system in connection with the operation of the restaurant at that site. The franchise agreement generally provides for a 20-year term and a 10-year renewal subject to certain conditions. The initial term may be extended up to 25 years and the renewal extended up to 20 years for qualifying restaurants under certain new restaurant development and reimagining programs.

The franchise agreement requires that the franchisee pay a royalty based on a percentage of sales at the franchised restaurant, as well as make contributions to the Advertising Funds based on a percentage of sales. Wendy's may offer

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development incentive programs from time to time that provide for a discount or lesser royalty amount or Advertising Fund contribution for a limited period of time. The agreement also typically requires that the franchisee pay Wendy's a technical assistance fee. The technical assistance fee is used to defray some of the costs to Wendy's for training, start-up and transitional services related to new and existing franchisees acquiring restaurants and in the development and opening of new restaurants. The franchise agreement also requires that the franchisee pay an annual fee for technology services. The technology fee is a flat fee dependent on each restaurant's sales.

Wendy's also enters into development agreements with certain franchisees. The development agreement generally provides the franchisee with the right to develop a specified number of new Wendy's restaurants using the Image Activation design within a stated, non-exclusive territory for a specified period, subject to the franchisee meeting interim new restaurant development requirements.

Wendy's owns and leases sites from third parties, which it leases and/or subleases to franchisees. Noncancelable lease terms are generally initially between 15 and 20 years and, in most cases, provide for rent escalations and renewal options. The initial lease term for properties leased or subleased to franchisees is generally set to be coterminous with the initial 20-year term of the related franchise agreement and any renewal term is coterminous with the 10-year renewal term of the related franchise agreement.

Royalties and contributions to the Advertising Funds are generally due within the month subsequent to which the revenue was generated through sales at the franchised restaurant. Technical assistance fees and renewal fees are generally due upon execution of the related franchise agreement. Annual technology fees are due in quarterly installments. Rental income is due in accordance with the terms of each lease, which is generally at the beginning of each month.

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**Disaggregation of Revenue**

The following tables disaggregate revenue by segment and source for 2021, 2020 and 2019:

	Wendy's U.S.	Wendy's International	Global Real Estate & Development	Total
<b>2021</b>				
Sales at Company-operated restaurants	\$ 730,415	\$ 3,659	\$ —	\$ 734,074
Franchise royalty revenue	407,317	53,392	—	460,709
Franchise fees	64,170	5,391	6,478	76,039
Franchise rental income	—	—	236,655	236,655
Advertising funds revenue	365,594	23,927	—	389,521
Total revenues	<u>\$ 1,567,496</u>	<u>\$ 86,369</u>	<u>\$ 243,133</u>	<u>\$ 1,896,998</u>

<b>2020</b>				
Sales at Company-operated restaurants	\$ 722,764	\$ —	\$ —	\$ 722,764
Franchise royalty revenue	373,162	43,346	—	416,508
Franchise fees	22,126	1,962	4,153	28,241
Franchise rental income	—	—	232,648	232,648
Advertising funds revenue	313,330	20,334	—	333,664
Total revenues	<u>\$ 1,431,382</u>	<u>\$ 65,642</u>	<u>\$ 236,801</u>	<u>\$ 1,733,825</u>

<b>2019</b>				
Sales at Company-operated restaurants	\$ 707,485	\$ —	\$ —	\$ 707,485
Franchise royalty revenue	355,702	44,998	—	400,700
Franchise fees	21,889	2,978	3,432	28,299
Franchise rental income	—	—	233,065	233,065
Advertising funds revenue	319,231	20,222	—	339,453
Total revenues	<u>\$ 1,404,307</u>	<u>\$ 68,198</u>	<u>\$ 236,497</u>	<u>\$ 1,709,002</u>

**Contract Balances**

The following table provides information about receivables and contract liabilities (deferred franchise fees) from contracts with customers:

	Year End	
	January 2, 2022 (a)	January 3, 2021 (a)
Receivables, which are included in "Accounts and notes receivable, net" (b)	\$ 49,168	\$ 57,677
Receivables, which are included in "Advertising funds restricted assets"	65,497	63,252
Deferred franchise fees (c)	97,186	97,785

(a) Excludes funds collected from the sale of gift cards, which are primarily reimbursed to franchisees upon redemption at franchised restaurants and do not ultimately result in the recognition of revenue in the Company's consolidated statements of operations.

(b) Includes receivables related to "Sales" and "Franchise royalty revenue and fees."

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(c) Deferred franchise fees are included in “Accrued expenses and other current liabilities” and “Deferred franchise fees” and totaled \$9,084 and \$88,102 as of January 2, 2022, respectively, and \$8,691 and \$89,094 as of January 3, 2021, respectively.

Significant changes in deferred franchise fees are as follows:

	Year Ended		
	2021	2020	2019
Deferred franchise fees at beginning of period	\$ 97,785	\$ 100,689	\$ 102,205
Revenue recognized during the period	(19,838)	(8,955)	(9,487)
New deferrals due to cash received and other	19,239	6,051	7,971
Deferred franchise fees at end of period	<u>\$ 97,186</u>	<u>\$ 97,785</u>	<u>\$ 100,689</u>

***Anticipated Future Recognition of Deferred Franchise Fees***

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

**Estimate for fiscal year:**

2022	\$ 9,084
2023	6,284
2024	6,096
2025	5,911
2026	5,795
Thereafter	64,016
	<u>\$ 97,186</u>

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**(3) Acquisitions**

During 2021 and 2019, the Company acquired 93 restaurants and five restaurants from franchisees, respectively. No restaurants were acquired from franchisees during 2020. The Company did not incur any material acquisition-related costs associated with the acquisitions and such transactions were not significant to our consolidated financial statements. The table below presents the allocation of the total purchase price to the fair value of assets acquired and liabilities assumed for restaurants acquired from franchisees:

	Year Ended	
	2021 (a)	2019
Restaurants acquired from franchisees (b)	93	5
Total consideration paid, net of cash received	\$ 127,948	\$ 5,052
Identifiable assets acquired and liabilities assumed:		
Properties	21,984	666
Acquired franchise rights	81,239	1,354
Finance lease assets	25,547	5,350
Operating lease assets	44,282	—
Finance lease liabilities	(25,059)	(4,084)
Operating lease liabilities	(43,478)	—
Other	(9)	(2,316)
Total identifiable net assets	104,506	970
Goodwill	\$ 23,442	\$ 4,082

(a) The fair value of the assets acquired are provisional amounts as of January 2, 2022, pending final purchase accounting adjustments. The Company utilized management estimates and consultation with an independent third-party valuation firm to assist in the valuation process.

(b) 2021 includes two restaurants under construction and not operating as of January 2, 2022.

***NPC Quality Burgers, Inc. ("NPC")***

As previously announced, NPC, formerly the Company's largest franchisee, filed for chapter 11 bankruptcy in July 2020 and commenced a process to sell all or substantially all of its assets, including its interest in approximately 393 Wendy's restaurants across eight different markets, pursuant to a court-approved auction process. On November 18, 2020, the Company submitted a consortium bid together with a group of pre-qualified franchisees to acquire NPC's Wendy's restaurants. Under the terms of the consortium bid, several existing and new franchisees would have been the ultimate purchasers of seven of the NPC markets, while the Company would have acquired one market. As part of the consortium bid, the Company submitted a deposit of \$43,240, which was included in "Prepaid expenses and other current assets" as of January 3, 2021. The deposit included \$38,361 received from the group of prequalified franchisees, which was payable to the franchisees and included in "Accrued expenses and other current liabilities" as of January 3, 2021 pending resolution of the bankruptcy sale process.

During the three months ended April 4, 2021, following a court-approved mediation process, NPC and certain affiliates of Flynn Restaurant Group ("FRG") and the Company entered into separate asset purchase agreements under which all of NPC's Wendy's restaurants were sold to Wendy's approved franchisees. Under the transaction, FRG acquired approximately half of NPC's Wendy's restaurants in four markets, while several existing Wendy's franchisees that were part of the Company's consortium bid acquired the other half of NPC's Wendy's restaurants in the other four markets. The Company did not acquire any restaurants as part of this transaction. In addition, the deposits outstanding as of January 3, 2021 were settled during the three months ended April 4, 2021 upon resolution of the bankruptcy sale process. The net settlement of deposits of \$4,879 is included in "Acquisitions" in the consolidated statements of cash flows.

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**(4) System Optimization Gains, Net**

The Company's system optimization initiative included a shift from Company-operated restaurants to franchised restaurants over time, through acquisitions and dispositions, as well as facilitating Franchise Flips. As of January 1, 2017, the Company achieved its plan to reduce its ongoing Company-operated restaurant ownership to approximately 5% of the total system. While the Company has no plans to move its ownership away from approximately 5% of the total system, the Company expects to continue to optimize the Wendy's system through Franchise Flips, as well as evaluating strategic acquisitions of franchised restaurants and strategic dispositions of Company-operated restaurants to existing and new franchisees, to further strengthen the franchisee base, drive new restaurant development and accelerate reimages. During 2021, 2020 and 2019, the Company facilitated 34, 54 and 37 Franchise Flips, respectively. Additionally, during 2021, the Company completed the sale of 47 Company-operated restaurants in New York (including Manhattan) to franchisees and, during 2020, completed the sale of one Company-operated restaurant to a franchisee. No Company-operated restaurants were sold to franchisees during 2019.

Gains and losses recognized on dispositions are recorded to "System optimization gains, net" in our consolidated statements of operations. Costs related to acquisitions and dispositions under our system optimization initiative are recorded to "Reorganization and realignment costs," which are further described in Note 5. All other costs incurred related to facilitating Franchise Flips are recorded to "Franchise support and other costs."

The following is a summary of the disposition activity recorded as a result of our system optimization initiative:

	<b>Year Ended</b>		
	<b>2021</b>	<b>2020</b>	<b>2019</b>
Number of restaurants sold to franchisees	47	1	—
Proceeds from sales of restaurants (a)	\$ 50,518	\$ 50	\$ —
Net assets sold (b)	(16,939)	(34)	—
Goodwill related to sales of restaurants	(4,847)	—	—
Net unfavorable leases (c)	(2,939)	—	—
Gain on sales-type leases	7,156	—	—
Other (d)	(2,148)	—	—
	<u>30,801</u>	<u>16</u>	<u>—</u>
Post-closing adjustments on sales of restaurants (e) (f)	1,218	362	1,087
Gain on sales of restaurants, net	<u>32,019</u>	<u>378</u>	<u>1,087</u>
Gain on sales of other assets, net (g)	1,526	2,770	196
System optimization gains, net	<u>\$ 33,545</u>	<u>\$ 3,148</u>	<u>\$ 1,283</u>

(a) In addition to the proceeds noted herein, the Company received cash proceeds of \$39 during 2021 related to a note receivable issued in connection with the sale of the Manhattan Company-operated restaurants.

(b) Net assets sold consisted primarily of equipment.

(c) During 2021, the Company recorded favorable lease assets of \$3,799 and unfavorable lease liabilities of \$6,738 as a result of leasing and/or subleasing land, buildings and/or leasehold improvements to franchisees, in connection with the sale of the New York Company-operated restaurants (including Manhattan).

(d) 2021 includes a deferred gain of \$3,500 as a result of certain contingencies related to the extension of lease terms.

(e) 2021 includes a gain on sales-type leases of \$1,625 and the write-off of certain lease assets of \$927 as a result of an amendment to lease terms in connection with a Manhattan Company-operated restaurant previously sold to a franchisee.



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- (f) 2021, 2020 and 2019 include the recognition of deferred gains of \$515, \$368 and \$911, respectively, as a result of the resolution of certain contingencies related to the extension of lease terms for restaurants previously sold to franchisees.
- (g) During 2021, 2020 and 2019, Wendy's received cash proceeds of \$4,561, \$6,041 and \$3,448, respectively, primarily from the sale of surplus and other properties.

***Assets Held for Sale***

	Year End	
	January 2, 2022	January 3, 2021
Number of restaurants classified as held for sale	—	43
Net restaurant assets held for sale (a)	\$ —	\$ 20,587
Other assets held for sale (b)	\$ 3,541	\$ 1,732

- (a) Net restaurant assets held for sale as of January 3, 2021 included New York Company-operated restaurants (excluding Manhattan) and consisted primarily of cash, inventory, property and an estimate of allocable goodwill. During the three months ended April 4, 2021, the Company also classified its four Manhattan restaurants as held for sale.
- (b) Other assets held for sale primarily consist of surplus properties.

Assets held for sale are included in "Prepaid expenses and other current assets."

**(5) Reorganization and Realignment Costs**

The following is a summary of the initiatives included in "Reorganization and realignment costs:"

	Year Ended		
	2021	2020	2019
Operations and field realignment	\$ 1,758	\$ 3,801	\$ —
IT realignment	(10)	7,288	9,127
G&A realignment	(52)	614	7,749
System optimization initiative	6,852	4,327	89
Reorganization and realignment costs	\$ 8,548	\$ 16,030	\$ 16,965

***Operations and Field Realignment***

In September 2020, the Company initiated a plan to reallocate resources to better support the long-term growth strategies for Company and franchise operations (the "Operations and Field Realignment Plan"). The Operations and Field Realignment Plan realigned the Company's restaurant operations team, including transitioning from separate leaders of Company and franchise operations to a single leader of all U.S. restaurant operations. The Operations and Field Realignment Plan also included contract terminations, including the closure of certain field offices. During 2021 and 2020, the Company recognized costs totaling \$1,758 and \$3,801, respectively, which primarily included third-party and other costs in 2021 and severance and related employee costs and share-based compensation in 2020. The Company does not expect to incur any material additional costs under the Operations and Field Realignment Plan.

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The following is a summary of the activity recorded as a result of the Operations and Field Realignment Plan:

	<b>Year Ended</b>		<b>Total Incurred Since Inception</b>
	<b>2021</b>	<b>2020</b>	
Severance and related employee costs	\$ 270	\$ 3,113	\$ 3,383
Third-party and other costs	1,488	67	1,555
	<u>1,758</u>	<u>3,180</u>	<u>4,938</u>
Share-based compensation (a)	—	621	621
Total operations and field realignment	<u>\$ 1,758</u>	<u>\$ 3,801</u>	<u>\$ 5,559</u>

(a) Primarily represents incremental share-based compensation resulting from the modification of stock options in connection with the termination of employees under the Operations and Field Realignment Plan.

As of January 2, 2022, the accruals for the Operations and Field Realignment Plan are included in “Accrued expenses and other current liabilities.” As of January 3, 2021, the accruals for the Operations and Field Realignment Plan are included in “Accrued expenses and other current liabilities” and “Other liabilities” and totaled \$2,487 and \$113, respectively. The tables below present a rollforward of our accruals for the Operations and Field Realignment Plan.

	<b>Balance January 3, 2021</b>	<b>Charges</b>	<b>Payments</b>	<b>Balance January 2, 2022</b>
Severance and related employee costs	\$ 2,600	\$ 270	\$ (2,715)	\$ 155
Third-party and other costs	—	1,488	(1,477)	11
	<u>\$ 2,600</u>	<u>\$ 1,758</u>	<u>\$ (4,192)</u>	<u>\$ 166</u>

	<b>Balance December 29, 2019</b>	<b>Charges</b>	<b>Payments</b>	<b>Balance January 3, 2021</b>
Severance and related employee costs	\$ —	\$ 3,113	\$ (513)	\$ 2,600
Third-party and other costs	—	67	(67)	—
	<u>\$ —</u>	<u>\$ 3,180</u>	<u>\$ (580)</u>	<u>\$ 2,600</u>

### ***Information Technology (“IT”) Realignment***

In December 2019, our Board of Directors approved a plan to realign and reinvest resources in the Company’s IT organization to strengthen its ability to accelerate growth (the “IT Realignment Plan”). The Company has partnered with a third-party global IT consultant on this new structure to leverage their global capabilities, enabling a more seamless integration between its digital and corporate IT assets. The IT Realignment Plan has reduced certain employee compensation and other related costs that the Company has reinvested back into IT to drive additional capabilities and capacity across all of its technology platforms. Additionally, in June 2020, the Company made changes to its leadership structure that included the elimination of the Chief Digital Experience Officer position and the creation of a Chief Information Officer position, for which the Company completed the hiring process in October 2020. During 2020 and 2019, the Company recognized costs totaling \$7,288 and \$9,127, respectively, which primarily included third-party and other costs and recruitment and relocation costs in 2020 and severance and related employee costs and third-party and other costs in 2019. The Company does not expect to incur any material additional costs under the IT Realignment Plan.

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The following is a summary of the activity recorded as a result of the IT Realignment Plan:

	Year Ended			Total Incurred Since Inception
	2021	2020	2019	
Severance and related employee costs (a)	\$ (165)	\$ 843	\$ 7,548	\$ 8,226
Recruitment and relocation costs	146	1,296	—	1,442
Third-party and other costs	9	5,149	1,386	6,544
	(10)	7,288	8,934	16,212
Share-based compensation (b)	—	—	193	193
Total IT realignment	<u>\$ (10)</u>	<u>\$ 7,288</u>	<u>\$ 9,127</u>	<u>\$ 16,405</u>

(a) 2021 includes a reversal of an accrual as a result of a change in estimate.

(b) Primarily represents incremental share-based compensation resulting from the modification of stock options in connection with the termination of employees under the IT realignment plan.

The tables below present a rollforward of our accruals for the IT Realignment Plan, which are included in “Accrued expenses and other current liabilities” as of January 2, 2022 and January 3, 2021.

	Balance January 3, 2021	Charges	Payments	Balance January 2, 2022
Severance and related employee costs	\$ 1,508	\$ (165)	\$ (1,250)	\$ 93
Recruitment and relocation costs	—	146	(146)	—
Third-party and other costs	—	9	(9)	—
	<u>\$ 1,508</u>	<u>\$ (10)</u>	<u>\$ (1,405)</u>	<u>\$ 93</u>

	Balance December 29, 2019	Charges	Payments	Balance January 3, 2021
Severance and related employee costs	\$ 7,548	\$ 843	\$ (6,883)	\$ 1,508
Recruitment and relocation costs	—	1,296	(1,296)	—
Third-party and other costs	1,076	5,149	(6,225)	—
	<u>\$ 8,624</u>	<u>\$ 7,288</u>	<u>\$ (14,404)</u>	<u>\$ 1,508</u>

**General and Administrative (“G&A”) Realignment**

In May 2017, the Company initiated a plan to reduce its G&A expenses (the “G&A Realignment Plan”). Additionally, in May 2019, the Company announced changes to its management and operating structure that included the creation of two new positions, a President, U.S. and Chief Commercial Officer and a President, International and Chief Development Officer, and the elimination of the Chief Operations Officer position. During 2020 and 2019, the Company recognized costs totaling \$614 and \$7,749, respectively, which primarily included recruitment and relocation costs and share-based compensation in 2020 and severance and related employee costs and share-based compensation in 2019. The Company does not expect to incur any material additional costs under the G&A Realignment Plan.

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The following is a summary of the activity recorded as a result of the G&A Realignment Plan:

	Year Ended			Total Incurred Since Inception
	2021	2020	2019	
Severance and related employee costs (a)	\$ (74)	\$ 28	\$ 5,485	\$ 24,192
Recruitment and relocation costs	1	360	950	2,877
Third-party and other costs	2	13	100	2,225
	(71)	401	6,535	29,294
Share-based compensation (b)	19	213	1,214	8,130
Termination of defined benefit plans	—	—	—	1,335
Total G&A realignment	<u>\$ (52)</u>	<u>\$ 614</u>	<u>\$ 7,749</u>	<u>\$ 38,759</u>

(a) 2021 includes a reversal of an accrual as a result of a change in estimate.

(b) Primarily represents incremental share-based compensation resulting from the modification of stock options in connection with the termination of employees under the G&A Realignment Plan.

The tables below present a rollforward of our accruals for the G&A Realignment Plan, which are included in "Accrued expenses and other current liabilities" as of January 2, 2022 and January 3, 2021.

	Balance January 3, 2021	Charges	Payments	Balance January 2, 2022
Severance and related employee costs	\$ 932	\$ (74)	\$ (847)	\$ 11
Recruitment and relocation costs	—	1	(1)	—
Third-party and other costs	—	2	(2)	—
	<u>\$ 932</u>	<u>\$ (71)</u>	<u>\$ (850)</u>	<u>\$ 11</u>

	Balance December 29, 2019	Charges	Payments	Balance January 3, 2021
Severance and related employee costs	\$ 5,276	\$ 28	\$ (4,372)	\$ 932
Recruitment and relocation costs	83	360	(443)	—
Third-party and other costs	—	13	(13)	—
	<u>\$ 5,359</u>	<u>\$ 401</u>	<u>\$ (4,828)</u>	<u>\$ 932</u>

### ***System Optimization Initiative***

The Company recognizes costs related to acquisitions and dispositions under its system optimization initiative. During 2021, the Company recognized costs totaling \$6,852, which were primarily comprised of the write-off of certain lease assets, lease termination fees and transaction fees associated with the NPC bankruptcy sale process, as well as professional fees and transaction fees associated with the Company's acquisition of 93 franchise-operated restaurants in Florida during the fourth quarter of 2021. During 2020, the Company recognized costs totaling \$4,327, which primarily included professional fees related to the NPC bankruptcy sale process. See Note 3 for further information. The Company expects to recognize a gain of approximately \$800, primarily related to the write-off of certain NPC-related lease liabilities upon final termination of the leases.

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The following is a summary of the costs recorded as a result of our system optimization initiative:

	Year Ended			Total Incurred Since Inception
	2021	2020	2019	
Severance and related employee costs	\$ 661	\$ —	\$ —	\$ 18,898
Professional fees	1,570	4,323	72	23,677
Other (a)	1,765	4	17	7,618
	<u>3,996</u>	<u>4,327</u>	<u>89</u>	<u>50,193</u>
Accelerated depreciation and amortization (b)	—	—	—	25,398
NPC lease termination costs (c)	2,856	—	—	2,856
Share-based compensation (d)	—	—	—	5,013
Total system optimization initiative	<u>\$ 6,852</u>	<u>\$ 4,327</u>	<u>\$ 89</u>	<u>\$ 83,460</u>

(a) 2021 includes transaction fees of \$1,350 associated with the NPC bankruptcy sale process.

(b) Primarily includes accelerated amortization of previously acquired franchise rights related to the Company-operated restaurants in territories that have been sold to franchisees in connection with our system optimization initiative.

(c) 2021 includes the write-off of lease assets of \$1,376 and lease termination fees paid of \$1,480.

(d) Represents incremental share-based compensation resulting from the modification of stock options and performance-based awards in connection with the termination of employees under our system optimization initiative.

The tables below present a rollforward of our accruals for our system optimization initiative, which were included in "Accrued expenses and other current liabilities" as of January 3, 2021.

	Balance January 3, 2021	Charges	Payments	Balance January 2, 2022
Severance and related employee costs	\$ —	\$ 661	\$ (661)	\$ —
Professional fees	1,230	1,570	(2,800)	—
Other	—	1,765	(1,765)	—
	<u>\$ 1,230</u>	<u>\$ 3,996</u>	<u>\$ (5,226)</u>	<u>\$ —</u>

	Balance December 29, 2019	Charges	Payments	Balance January 3, 2021
Professional fees	\$ —	\$ 4,323	\$ (3,093)	\$ 1,230
Other	—	4	(4)	—
	<u>\$ —</u>	<u>\$ 4,327</u>	<u>\$ (3,097)</u>	<u>\$ 1,230</u>

**THE WENDY'S COMPANY AND SUBSIDIARIES**  
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**(6) Net Income Per Share**

The calculation of basic and diluted net income per share was as follows:

	Year Ended		
	2021	2020	2019
Net income	\$ 200,392	\$ 117,832	\$ 136,940
Common stock:			
Weighted average basic shares outstanding	221,375	223,684	229,944
Dilutive effect of stock options and restricted shares	3,030	4,330	5,131
Weighted average diluted shares outstanding	224,405	228,014	235,075
Net income per share:			
Basic	\$ .91	\$ .53	\$ .60
Diluted	\$ .89	\$ .52	\$ .58

Basic net income per share for 2021, 2020 and 2019 was computed by dividing net income amounts by the weighted average number of shares of common stock outstanding. Diluted net income per share was computed by dividing net income by the weighted average number of basic shares outstanding plus the potential common share effect of dilutive stock options and restricted shares. We excluded potential common shares of 2,404, 2,064 and 2,518 for 2021, 2020 and 2019, respectively, from our diluted net income per share calculation as they would have had anti-dilutive effects.

**(7) Cash and Receivables**

	Year End	
	January 2, 2022	January 3, 2021
<b><i>Cash and cash equivalents</i></b>		
Cash	\$ 249,438	\$ 231,922
Cash equivalents	—	75,067
	249,438	306,989
<b><i>Restricted cash</i></b>		
Accounts held by trustee for the securitized financing facility	27,188	33,635
Other	347	338
	27,535	33,973
Advertising Funds (a)	89,993	77,279
	117,528	111,252
Total cash, cash equivalents and restricted cash	\$ 366,966	\$ 418,241

(a) Included in "Advertising funds restricted assets."

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	Year End					
	January 2, 2022			January 3, 2021		
	Gross	Allowance for Doubtful Accounts	Net	Gross	Allowance for Doubtful Accounts	Net
<i>Accounts and Notes Receivable, Net</i>						
<b>Current</b>						
Accounts receivable (a) (b)	\$ 104,744	\$ (3,229)	\$ 101,515	\$ 97,399	\$ (3,739)	\$ 93,660
Notes receivable from franchisees (c) (d)	23,000	(4,975)	18,025	21,227	(4,996)	16,231
	<u>\$ 127,744</u>	<u>\$ (8,204)</u>	<u>\$ 119,540</u>	<u>\$ 118,626</u>	<u>\$ (8,735)</u>	<u>\$ 109,891</u>
<b>Non-current (e)</b>						
Notes receivable from franchisees (d)	\$ 4,514	\$ (315)	\$ 4,199	\$ 6,759	\$ (629)	\$ 6,130

(a) Includes income tax refund receivables of \$11,901 and \$5,399 as of January 2, 2022 and January 3, 2021, respectively.

(b) As of January 3, 2021, included incremental rent receivables of \$5,226 due to actions taken by the Company in response to the COVID-19 pandemic, which included offering to defer base rent payments on properties owned by Wendy's and leased to franchisees by 50% and offering to pass along any deferrals that were obtained on properties leased by Wendy's and subleased to franchisees by up to 100%, beginning in May for a three month period, which were substantially repaid over a 12 month period beginning in August 2020.

(c) Includes the current portion of sales-type and direct financing lease receivables of \$6,266 and \$5,965 as of January 2, 2022 and January 3, 2021, respectively. See Note 20 for further information.

(d) Includes a note receivable from a franchisee in India, of which \$335 and \$356 are included in current notes receivable and \$315 and \$629 are included in non-current notes receivable as of January 2, 2022 and January 3, 2021, respectively. As of January 2, 2022 and January 3, 2021, the Company had reserves of \$650 and \$985, respectively, on the loan outstanding to the franchisee in India.

Includes a note receivable from a franchisee in Indonesia, of which \$1,795 and \$831 are included in current notes receivable as of January 2, 2022 and January 3, 2021, respectively, and \$1,780 which is included in non-current notes receivable as of January 3, 2021.

Includes notes receivable related to the Brazil JV, of which \$12,925 and \$12,775 are included in current notes receivable and \$4,200 and \$4,350 are included in non-current notes receivable as of January 2, 2022 and January 3, 2021, respectively. As of both January 2, 2022 and January 3, 2021, the Company had reserves of \$4,640 on the loans outstanding related to the Brazil JV. See Note 8 for further information.

(e) Included in "Other assets."

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The following is an analysis of the allowance for doubtful accounts:

	<u>Accounts Receivable</u>	<u>Notes Receivable</u>	<u>Total</u>
<b>2021</b>			
Balance at January 3, 2021	\$ 3,739	\$ 5,625	\$ 9,364
Provision for doubtful accounts	(148)	(335)	(483)
Uncollectible accounts written off, net of recoveries	(362)	—	(362)
Balance at January 2, 2022	<u>\$ 3,229</u>	<u>\$ 5,290</u>	<u>\$ 8,519</u>
<b>2020</b>			
Balance at December 29, 2019	\$ 3,314	\$ 6,705	\$ 10,019
Provision for doubtful accounts	647	206	853
Uncollectible accounts written off, net of recoveries	(222)	(1,286)	(1,508)
Balance at January 3, 2021	<u>\$ 3,739</u>	<u>\$ 5,625</u>	<u>\$ 9,364</u>
<b>2019</b>			
Balance at December 30, 2018	\$ 4,939	\$ 2,000	\$ 6,939
Provision for doubtful accounts	(1,618)	4,912	3,294
Uncollectible accounts written off, net of recoveries	(7)	(207)	(214)
Balance at December 29, 2019	<u>\$ 3,314</u>	<u>\$ 6,705</u>	<u>\$ 10,019</u>

**(8) Investments**

The following is a summary of the carrying value of our investments:

	<u>Year End</u>	
	<u>January 2, 2022</u>	<u>January 3, 2021</u>
Equity method investments	\$ 39,870	\$ 44,574
Other investments in equity securities	10,000	—
	<u>\$ 49,870</u>	<u>\$ 44,574</u>

**Equity Method Investments**

Wendy's has a 50% share in the TimWen real estate joint venture and a 20% share in the Brazil JV, both of which are accounted for using the equity method of accounting, under which our results of operations include our share of the income (loss) of the investees in "Other operating income, net."

A wholly-owned subsidiary of Wendy's entered into the Brazil JV during the second quarter of 2015 for the operation of Wendy's restaurants in Brazil. Wendy's, Starboard International Holdings B.V. and Infinity Holding E Participações Ltda. contributed \$1, \$2 and \$2, respectively, each receiving proportionate equity interests of 20%, 40% and 40%, respectively. The Company did not receive any distributions and our share of the Brazil JV's net losses was \$417 and \$1,022 during 2020 and 2019, respectively. The Brazil JV has ceased operations and no income or loss was recorded during 2021. A wholly-owned subsidiary of Wendy's has loans outstanding related to the Brazil JV totaling \$17,125 as of both January 2, 2022 and January 3, 2021. The loans are denominated in U.S. Dollars, which is also the functional currency of the subsidiary; therefore, there is no exposure to changes in foreign currency rates. The loans bear interest at rates ranging from 3.25% to 6.5% per year. Of the total loans outstanding as of January 2, 2022, \$12,775 was due primarily in the fourth quarter of 2020 and \$4,350 is due primarily in 2024. As of January 2, 2022 and January 3, 2021, the Company had reserves of \$4,640 on the past due loans related to the Brazil JV. The Company is currently pursuing collection of certain of the past due amounts. See Note 7 for further information.



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The carrying value of our investment in TimWen exceeded our interest in the underlying equity of the joint venture by \$20,532 and \$23,433 as of January 2, 2022 and January 3, 2021, respectively, primarily due to purchase price adjustments from the 2008 merger of Triarc Companies, Inc. and Wendy's International, Inc. (the "Wendy's Merger").

Presented below is activity related to our portion of TimWen and the Brazil JV included in our consolidated balance sheets and consolidated statements of operations as of and for the years ended January 2, 2022, January 3, 2021 and December 29, 2019.

	Year Ended		
	2021	2020	2019
Balance at beginning of period	\$ 44,574	\$ 45,310	\$ 47,021
Equity in earnings for the period	14,329	8,389	10,943
Amortization of purchase price adjustments (a)	(3,126)	(2,293)	(2,270)
	11,203	6,096	8,673
Distributions received	(16,337)	(8,376)	(13,400)
Foreign currency translation adjustment included in "Other comprehensive income" and other	430	1,544	3,016
Balance at end of period	\$ 39,870	\$ 44,574	\$ 45,310

(a) Purchase price adjustments that impacted the carrying value of the Company's investment in TimWen are being amortized over the average original aggregate life of 21 years.

#### ***Other Investments in Equity Securities***

During 2021, the Company made an investment in equity securities of \$10,000.

In October 2019, the Company received a \$25,000 cash settlement related to a previously held investment. As a result, the Company recorded \$24,366 to "Investment income (loss), net" and \$634 to "General and administrative" for the reimbursement of related costs during the fourth quarter of 2019.

#### **(9) Properties**

	Year End	
	January 2, 2022	January 3, 2021
Land	\$ 370,742	\$ 372,473
Buildings and improvements	504,462	504,504
Leasehold improvements	422,094	409,306
Office, restaurant and transportation equipment	282,770	255,469
	1,580,068	1,541,752
Accumulated depreciation and amortization	(673,201)	(625,863)
	\$ 906,867	\$ 915,889

Depreciation and amortization expense related to properties was \$68,298, \$77,656 and \$81,219 during 2021, 2020 and 2019, respectively.

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**(10) Goodwill and Other Intangible Assets**

Goodwill activity for 2021 and 2020 was as follows:

	<u>Wendy's U.S.</u>	<u>Wendy's International</u>	<u>Global Real Estate &amp; Development</u>	<u>Total</u>
Balance at December 29, 2019:				
Goodwill, gross	\$ 602,491	\$ 40,269	\$ 122,548	\$ 765,308
Accumulated impairment losses (a)	—	(9,397)	—	(9,397)
Goodwill, net	602,491	30,872	122,548	755,911
Changes in goodwill:				
Restaurant dispositions (b)	(5,394)	—	—	(5,394)
Currency translation adjustment and other	(223)	755	—	532
Balance at January 3, 2021:				
Goodwill, gross	596,874	41,024	122,548	760,446
Accumulated impairment losses (a)	—	(9,397)	—	(9,397)
Goodwill, net	596,874	31,627	122,548	751,049
Changes in goodwill:				
Restaurant acquisitions	23,442	—	—	23,442
Restaurant dispositions (b)	547	—	—	547
Currency translation adjustment and other	—	240	—	240
Balance at January 2, 2022:				
Goodwill, gross	620,863	41,264	122,548	784,675
Accumulated impairment losses (a)	—	(9,397)	—	(9,397)
Goodwill, net	<u>\$ 620,863</u>	<u>\$ 31,867</u>	<u>\$ 122,548</u>	<u>\$ 775,278</u>

- (a) Accumulated impairment losses resulted from the full impairment of goodwill of the Wendy's international franchise restaurants during the fourth quarter of 2013.
- (b) During 2020, in connection with the Company's plan to sell 43 Company-operated restaurants in New York (excluding Manhattan) in the second quarter of 2021, goodwill of \$5,394 was reclassified to assets held for sale. The goodwill allocated to the sale was decreased by \$568 during 2021 upon final disposition of the restaurants. In addition, during 2021, goodwill of \$21 was reclassified to assets held for sale in connection with the Company's sale of its four Manhattan restaurants. See Note 4 for further information.

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The following is a summary of the components of other intangible assets and the related amortization expense:

	Year End					
	January 2, 2022			January 3, 2021		
	Cost	Accumulated Amortization	Net	Cost	Accumulated Amortization	Net
Indefinite-lived:						
Trademarks	\$ 903,000	\$ —	\$ 903,000	\$ 903,000	\$ —	\$ 903,000
Definite-lived:						
Franchise agreements	349,391	(220,663)	128,728	349,255	(203,938)	145,317
Favorable leases	159,488	(62,136)	97,352	163,015	(55,581)	107,434
Reacquired rights under franchise agreements	91,111	(4,732)	86,379	9,872	(3,414)	6,458
Software	234,574	(169,242)	65,332	206,741	(143,990)	62,751
	<u>\$ 1,737,564</u>	<u>\$ (456,773)</u>	<u>\$ 1,280,791</u>	<u>\$ 1,631,883</u>	<u>\$ (406,923)</u>	<u>\$ 1,224,960</u>

**Aggregate amortization expense:**

**Actual for fiscal year:**

2019	\$ 53,182
2020	52,588
2021	55,236

**Estimate for fiscal year:**

2022	\$ 53,690
2023	49,919
2024	45,315
2025	38,088
2026	32,234
Thereafter	158,545

**(11) Accrued Expenses and Other Current Liabilities**

	Year End	
	January 2, 2022	January 3, 2021
Accrued compensation and related benefits	\$ 63,835	\$ 44,264
Accrued taxes	28,142	27,162
NPC consortium bid (a)	—	38,361
Other	48,806	45,534
	<u>\$ 140,783</u>	<u>\$ 155,321</u>

- (a) Represented amounts received from franchisees as part of the consortium bid to acquire NPC's Wendy's restaurants. See Note 3 for further information.

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**(12) Long-Term Debt**

Long-term debt consisted of the following:

	<u>Year End</u>	
	<u>January 2, 2022</u>	<u>January 3, 2021</u>
Series 2021-1 Class A-2 Notes:		
2.370% Series 2021-1 Class A-2-I Notes, anticipated repayment date 2029	\$ 447,750	\$ —
2.775% Series 2021-1 Class A-2-II Notes, anticipated repayment date 2031	646,750	—
Series 2019-1 Class A-2 Notes:		
3.783% Series 2019-1 Class A-2-I Notes, anticipated repayment date 2026	368,000	386,000
4.080% Series 2019-1 Class A-2-II Notes, anticipated repayment date 2029	414,000	434,250
Series 2018-1 Class A-2 Notes:		
3.573% Series 2018-1 Class A-2-I Notes, repaid in connection with the June 2021 refinancing	—	436,500
3.884% Series 2018-1 Class A-2-II Notes, anticipated repayment date 2028	456,000	460,750
Series 2015-1 Class A-2 Notes:		
4.497% Series 2015-1 Class A-2-III Notes, repaid in connection with the June 2021 refinancing	—	473,750
Canadian revolving credit facility	—	1,962
7% debentures, due in 2025	85,175	83,998
Unamortized debt issuance costs	(37,009)	(30,085)
	<u>2,380,666</u>	<u>2,247,125</u>
Less amounts payable within one year	(24,250)	(28,962)
Total long-term debt	<u>\$ 2,356,416</u>	<u>\$ 2,218,163</u>

Aggregate annual maturities of long-term debt, excluding the effect of purchase accounting adjustments, as of January 2, 2022 were as follows:

<u>Fiscal Year</u>	
2022	\$ 24,250
2023	24,250
2024	24,250
2025	114,250
2026	372,250
Thereafter	1,863,250
	<u>\$ 2,422,500</u>

**Senior Notes**

Wendy's Funding, LLC ("Wendy's Funding"), a limited-purpose, bankruptcy-remote, wholly-owned indirect subsidiary of The Wendy's Company, is the master issuer (the "Master Issuer") of outstanding senior secured notes under a securitized financing facility that was entered into in June 2015. As of January 2, 2022, the Master Issuer issued the following outstanding series of fixed rate senior secured notes: (i) 2021-1 Class A-2-I with an initial principal amount of \$450,000; (ii) 2021-1 Class A-2-II with an initial principal amount of \$650,000; (iii) 2019-1 Class A-2-I with an initial principal amount of \$400,000; (iv) 2019-1 Class A-2-II with an initial principal amount of \$450,000; and (v) 2018-1 Class A-2-II with an initial principal amount of \$475,000 (collectively, the "Class A-2 Notes"). In connection with the issuance of the Series 2021-1 Class A-2 Notes, the Master Issuer also entered into a revolving financing facility of Series 2021-1 Variable Funding Senior Secured Notes, Class A-1 (the "2021-1 Class A-1 Notes"), which allows for the drawing of up to \$300,000 on a revolving basis using various credit instruments, including a letter of credit facility. No amounts were borrowed under the 2021-Class A-1 Notes during 2021. The Class A-2 Notes and the 2021-1 Class A-1 Notes are collectively referred to as the "Senior Notes."

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The Master Issuer's issuance of the 2021-1 Class A-1 Notes in June 2021 replaced the Company's previous \$150,000 Series 2019-1 Variable Funding Senior Secured Notes, Class A-1 (the "2019-1 Class A-1 Notes") and \$100,000 Series 2020-1 Variable Funding Senior Secured Notes, Class A-1 (the "2020-1 Class A-1 Notes"). In March 2020, the Company drew down \$120,000 under the Series 2019-1 Class A-1 Notes, which was fully repaid in July 2020. In June 2020, the Master Issuer issued the Series 2020-1 Class A-1 Notes.

The Senior Notes are secured by a security interest in substantially all of the assets of the Master Issuer and certain other limited-purpose, bankruptcy-remote, wholly-owned indirect subsidiaries of the Company that act as guarantors (collectively, the "Securitization Entities"), except for certain real estate assets and subject to certain limitations as set forth in the indenture governing the Senior Notes (the "Indenture") and the related guarantee and collateral agreements. The assets of the Securitization Entities include most of the domestic and certain of the foreign revenue-generating assets of the Company and its subsidiaries, which principally consist of franchise-related agreements, certain Company-operated restaurants, intellectual property and license agreements for the use of intellectual property.

Interest and principal payments on the Class A-2 Notes are payable on a quarterly basis. The requirement to make such quarterly principal payments on the Class A-2 Notes is subject to certain financial conditions set forth in the Indenture. The legal final maturity dates for the Class A-2 Notes range from 2048 through 2051. If the Master Issuer has not repaid or refinanced the Class A-2 Notes prior to their respective anticipated repayment dates, which range from 2026 through 2031, additional interest will accrue pursuant to the Indenture.

The 2021-1 Class A-1 Notes accrue interest at a variable interest rate based on (i) the prime rate, (ii) overnight federal funds rates, (iii) the London interbank offered rate ("LIBOR") for U.S. Dollars or (iv) with respect to advances made by conduit investors, the weighted average cost of, or related to, the issuance of commercial paper allocated to fund or maintain such advances, in each case plus any applicable margin and as specified in the respective purchase agreements for the 2021-1 Class A-1 Notes. There is a commitment fee on the unused portions of the 2021-1 Class A-1 Notes, which ranges from 0.40% to 0.75% based on utilization. As of January 2, 2022, \$21,888 of letters of credit were outstanding against the 2021-1 Class A-1 Notes, which relate primarily to interest reserves required under the Indenture.

#### *Covenants and Restrictions*

The Senior Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) that the Master Issuer maintains specified reserve accounts to be used to make required payments in respect of the Senior Notes, (ii) provisions relating to optional and mandatory prepayments and the related payment of specified amounts, including specified make-whole payments in the case of the Class A-2 Notes under certain circumstances, (iii) certain indemnification payments in the event, among other things, the assets pledged as collateral for the Senior Notes are in stated ways defective or ineffective and (iv) covenants relating to recordkeeping, access to information and similar matters. The Senior Notes are also subject to customary rapid amortization events provided for in the Indenture, including events tied to failure to maintain stated debt service coverage ratios, the sum of global gross sales for specified restaurants being below certain levels on certain measurement dates, certain manager termination events, an event of default, and the failure to repay or refinance the Class A-2 Notes on the applicable scheduled maturity date. The Senior Notes are also subject to certain customary events of default, including events relating to non-payment of required interest, principal, or other amounts due on or with respect to the Senior Notes, failure to comply with covenants within certain time frames, certain bankruptcy events, breaches of specified representations and warranties, failure of security interests to be effective, and certain judgments. In addition, the Indenture and the related management agreement contain various covenants that limit the Company and its subsidiaries' ability to engage in specified types of transactions, subject to certain exceptions, including, for example, to (i) incur or guarantee additional indebtedness, (ii) sell certain assets, (iii) create or incur liens on certain assets to secure indebtedness or (iv) consolidate, merge, sell or otherwise dispose of all or substantially all of their assets.

In accordance with the Indenture, certain cash accounts have been established with the Indenture trustee for the benefit of the trustee and the noteholders, and are restricted in their use. As of January 2, 2022 and January 3, 2021, Wendy's Funding had restricted cash of \$27,188 and \$33,635, respectively, which primarily represents cash collections and cash reserves held by the trustee to be used for payments of principal, interest and commitment fees required for the Class A-2 Notes.

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### *Refinancing Transactions*

In June 2021, the Master Issuer completed a refinancing transaction under which the Master Issuer issued the Series 2021-1 Class A-2-I Notes and the Series 2021-1 Class A-2-II Notes. A portion of the net proceeds from the sale of the Series 2021-1 Class A-2 Notes were used to repay in full the Master Issuer's outstanding Series 2015-1 Class A-2-III Notes and Series 2018-1 Class A-2-I Notes, including the payment of prepayment and transaction costs. As a result of the refinancing, the Company recorded a loss on early extinguishment of debt of \$17,917 during 2021, which was comprised of a specified make-whole payment of \$9,632 and the write-off of certain unamortized deferred financing costs of \$8,285. As part of the June 2021 refinancing transaction, the Master Issuer also issued the 2021-1 Class A-1 Notes. The Series 2021-1 Class A-1 Notes replaced the Company's \$150,000 Series 2019-1 Class A-1 Notes and \$100,000 Series 2020-1 Class A-1 Notes, which were canceled on the closing date, and the letters of credit outstanding against the Series 2019-1 Class A-1 Notes were transferred to the Series 2021-1 Class A-1 Notes.

In June 2019, the Master Issuer completed a refinancing transaction under which the Master Issuer issued the Series 2019-1 Class A-2-I Notes and the Series 2019-1 Class A-2-II Notes. The Master Issuer's outstanding Series 2015-1 Class A-2-II Notes were redeemed as part of the transaction. As a result, the Company recorded a loss on early extinguishment of debt of \$7,150 during 2019, which was comprised of the write-off of certain unamortized deferred financing costs.

### *Debt Issuance Costs*

During 2021, 2020 and 2019, the Company incurred debt issuance costs of \$20,873, \$2,122 and \$14,008 in connection with the June 2021 refinancing transaction, the issuance of the 2020-1 Class A-1 Notes and the June 2019 refinancing transaction, respectively. The debt issuance costs are being amortized to "Interest expense, net" through the anticipated repayment dates of the Class A-2 Notes utilizing the effective interest rate method. As of January 2, 2022, the effective interest rates, including the amortization of debt issuance costs, were 4.1%, 4.0%, 4.2%, 2.6% and 2.9% for the Series 2018-1 Class A-2-II Notes, Series 2019-1 Class A-2-I Notes, Series 2019-1 Class A-2-II Notes, Series 2021-1 Class A-2-I Notes and Series 2021 Class A-2-II Notes, respectively.

### *Other Long-Term Debt*

Wendy's 7% debentures are unsecured and were reduced to fair value in connection with the Wendy's Merger based on their outstanding principal of \$100,000 and an effective interest rate of 8.6%. The fair value adjustment is being accreted and the related charge included in "Interest expense, net" until the debentures mature. These debentures contain covenants that restrict the incurrence of indebtedness secured by liens and certain finance lease transactions. In December 2019, Wendy's repurchased \$10,000 in principal of its 7% debentures for \$10,550, including a premium of \$500 and transaction fees of \$50. As a result, the Company recognized a loss on early extinguishment of debt of \$1,346 during the fourth quarter of 2019.

A Canadian subsidiary of Wendy's has a revolving credit facility of C\$6,000, which bears interest at the Bank of Montreal Prime Rate. Borrowings under the facility are guaranteed by Wendy's. In March 2020, the Company drew down C\$5,500 under the revolving credit facility, which the Company fully repaid through repayments of C\$3,000 in the fourth quarter of 2020 and C\$2,500 in the first quarter of 2021. As of January 2, 2022, the Company had no outstanding borrowings under the Canadian revolving credit facility.

Wendy's U.S. advertising fund has a revolving line of credit of \$25,000, which was established to support the advertising fund operations and bears interest at LIBOR plus 2.15%. Borrowings under the line of credit are guaranteed by Wendy's. During 2020, the Company borrowed and repaid \$29,397 under the revolving line of credit. There were no borrowings or repayments under the line of credit during 2021. As of January 2, 2022, the Company had no outstanding borrowings under the revolving line of credit.

The increased borrowings in 2020 were taken as precautionary measures to provide enhanced financial flexibility considering the uncertain market conditions arising from the COVID-19 pandemic.

### *Interest Expense*

Interest expense on the Company's long-term debt was \$98,356, \$106,116 and \$105,829 during 2021, 2020 and 2019, respectively, which was recorded to "Interest expense, net."

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***Pledged Assets***

The following is a summary of the Company's assets pledged as collateral for certain debt:

	<u>Year End</u>
	<u>January 2,</u>
	<u>2022</u>
Cash and cash equivalents	\$ 29,201
Restricted cash and other assets (including long-term)	27,193
Accounts and notes receivable, net	41,964
Inventories	5,180
Properties	59,717
Other intangible assets	1,026,736
	<u>\$ 1,189,991</u>

**(13) Fair Value Measurements**

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Valuation techniques under the accounting guidance related to fair value measurements are based on observable and unobservable inputs. Observable inputs reflect readily obtainable data from independent sources, while unobservable inputs reflect our market assumptions. These inputs are classified into the following hierarchy:

- Level 1 Inputs - Quoted prices for identical assets or liabilities in active markets.
- Level 2 Inputs - Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; and model-derived valuations whose inputs are observable or whose significant value drivers are observable.
- Level 3 Inputs - Pricing inputs are unobservable for the assets or liabilities and include situations where there is little, if any, market activity for the assets or liabilities. The inputs into the determination of fair value require significant management judgment or estimation.

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**Financial Instruments**

The following table presents the carrying amounts and estimated fair values of the Company's financial instruments:

	Year End				Fair Value Measurements
	January 2, 2022		January 3, 2021		
	Carrying Amount	Fair Value	Carrying Amount	Fair Value	
<b>Financial assets</b>					
Cash equivalents	\$ —	\$ —	\$ 75,067	\$ 75,067	Level 1
Other investments in equity securities (a)	10,000	10,000	—	—	Level 2
<b>Financial liabilities</b>					
Series 2021-1 Class A-2-I Notes (b)	447,750	439,283	—	—	Level 2
Series 2021-1 Class A-2-II Notes (b)	646,750	642,352	—	—	Level 2
Series 2019-1 Class A-2-I Notes (b)	368,000	381,579	386,000	409,778	Level 2
Series 2019-1 Class A-2-II Notes (b)	414,000	439,792	434,250	469,555	Level 2
Series 2018-1 Class A-2-I Notes (b)	—	—	436,500	450,381	Level 2
Series 2018-1 Class A-2-II Notes (b)	456,000	473,693	460,750	491,021	Level 2
Series 2015-1 Class A-2-III Notes (b)	—	—	473,750	481,851	Level 2
Canadian revolving credit facility	—	—	1,962	1,962	Level 2
7% debentures, due in 2025 (b)	85,175	101,142	83,998	98,775	Level 2

(a) The fair value of our other investments in equity securities is based on our review of information provided by the investment manager, which is based on observable price changes in orderly transactions for an identical or similar investment of the same issuer.

(b) The fair values were based on quoted market prices in markets that are not considered active markets.

The carrying amounts of cash, accounts payable and accrued expenses approximate fair value due to the short-term nature of those items. The carrying amounts of accounts and notes receivable, net (both current and non-current) approximate fair value due to the effect of the related allowance for doubtful accounts. Our cash equivalents are the only financial assets measured and recorded at fair value on a recurring basis.

**Non-Recurring Fair Value Measurements**

Assets and liabilities remeasured to fair value on a non-recurring basis resulted in impairment that we have recorded to "Impairment of long-lived assets" in our consolidated statements of operations.

Total impairment losses may reflect the impact of remeasuring long-lived assets held and used (including land, buildings, leasehold improvements, favorable lease assets and ROU assets) to fair value as a result of (1) declines in operating performance at Company-operated restaurants and (2) the Company's decision to lease and/or sublease the land and/or buildings to franchisees in connection with the sale or anticipated sale of restaurants, including any subsequent lease modifications. The fair values of long-lived assets held and used presented in the tables below represent the remaining carrying value and were estimated based on either discounted cash flows of future anticipated lease and sublease income or discounted cash flows of future anticipated Company-operated restaurant performance.



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Total impairment losses may also include the impact of remeasuring long-lived assets held for sale. The fair values of long-lived assets held for sale presented in the tables below represent the remaining carrying value and were estimated based on current market values. See Note 17 for further information on impairment of our long-lived assets.

	January 2, 2022	Fair Value Measurements			2021 Total Losses
		Level 1	Level 2	Level 3	
Held and used	\$ 1,618	\$ —	\$ —	\$ 1,618	\$ 2,051
Held for sale	371	—	—	371	200
<b>Total</b>	<b>\$ 1,989</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 1,989</b>	<b>\$ 2,251</b>

	January 3, 2021	Fair Value Measurements			2020 Total Losses
		Level 1	Level 2	Level 3	
Held and used	\$ 2,653	\$ —	\$ —	\$ 2,653	\$ 7,586
Held for sale	855	—	—	855	451
<b>Total</b>	<b>\$ 3,508</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 3,508</b>	<b>\$ 8,037</b>

#### (14) Income Taxes

Income before income taxes is set forth below:

	Year Ended		
	2021	2020	2019
Domestic	\$ 228,756	\$ 149,046	\$ 160,474
Foreign (a)	11,822	3,749	11,007
	<b>\$ 240,578</b>	<b>\$ 152,795</b>	<b>\$ 171,481</b>

(a) Excludes foreign income of domestic subsidiaries.

The (provision for) benefit from income taxes is set forth below:

	Year Ended		
	2021	2020	2019
<b>Current:</b>			
U.S. federal	\$ (38,416)	\$ (16,176)	\$ (18,421)
State	(7,039)	(3,723)	(6,093)
Foreign	(8,512)	(4,798)	(9,190)
Current tax provision	<b>(53,967)</b>	<b>(24,697)</b>	<b>(33,704)</b>
<b>Deferred:</b>			
U.S. federal	(52)	(6,707)	1,585
State	15,993	(3,185)	(2,449)
Foreign	(2,160)	(374)	27
Deferred tax (provision) benefit	<b>13,781</b>	<b>(10,266)</b>	<b>(837)</b>
Income tax provision	<b>\$ (40,186)</b>	<b>\$ (34,963)</b>	<b>\$ (34,541)</b>

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Deferred tax assets (liabilities) are set forth below:

	<u>Year End</u>	
	<u>January 2, 2022</u>	<u>January 3, 2021</u>
Deferred tax assets:		
Operating and finance lease liabilities	\$ 368,932	\$ 365,005
Net operating loss and credit carryforwards	60,620	62,210
Deferred revenue	23,636	24,303
Unfavorable leases	19,060	23,511
Accrued compensation and related benefits	18,487	16,443
Accrued expenses and reserves	6,763	7,673
Other	7,586	5,869
Valuation allowances	(38,277)	(49,968)
<b>Total deferred tax assets</b>	<b>466,807</b>	<b>455,046</b>
Deferred tax liabilities:		
Operating and finance lease assets	(341,681)	(332,515)
Intangible assets	(290,088)	(301,969)
Fixed assets	(63,936)	(63,826)
Other	(38,812)	(37,491)
<b>Total deferred tax liabilities</b>	<b>(734,517)</b>	<b>(735,801)</b>
	<u>\$ (267,710)</u>	<u>\$ (280,755)</u>

The amounts and expiration dates of net operating loss and tax credit carryforwards are as follows:

	<u>Amount</u>	<u>Expiration</u>
<b><u>Tax credit carryforwards:</u></b>		
U.S. federal foreign tax credits	\$ 15,309	2022-2032
State tax credits	593	2022-2023
Foreign tax credits of non-U.S. subsidiaries	4,159	Indefinite
Total	<u>\$ 20,061</u>	
<b><u>Net operating loss carryforwards (pre-tax):</u></b>		
State and local net operating loss carryforwards	\$ 1,131,604	2022-Indefinite
Foreign net operating loss carryforwards	6,962	Indefinite
Total	<u>\$ 1,138,566</u>	

The Company's valuation allowances of \$38,277 and \$49,968 as of January 2, 2022 and January 3, 2021, respectively, relate primarily to foreign and state tax credit and net operating loss carryforwards. Valuation allowances decreased \$11,691 during 2021 and increased \$4,785 and \$3,008 during 2020 and 2019, respectively. The decrease in 2021 resulted primarily from a 2021 change in state tax law, which resulted in a one-time reduction in previously recorded valuation allowances against our deferred state tax assets of \$12,606. Additionally, the relative presence of Company-operated restaurants in various states impacts expected future state taxable income available to utilize state net operating loss carryforwards.

The current portion of refundable income taxes was \$11,901 and \$5,399 as of January 2, 2022 and January 3, 2021, respectively, and is included in "Accounts and notes receivable, net." There were no long-term refundable income taxes as of January 2, 2022 and January 3, 2021.

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The reconciliation of income tax computed at the U.S. federal statutory rate of 21% to reported income tax is set forth below:

	Year Ended		
	2021	2020	2019
Income tax provision at the U.S. federal statutory rate	\$ (50,521)	\$ (32,087)	\$ (36,011)
State income tax provision, net of U.S. federal income tax effect	(6,256)	(4,664)	(6,470)
Prior years' tax matters (a)	1,820	1,761	6,135
Excess federal tax benefits from share-based compensation	7,160	5,338	5,841
Foreign and U.S. tax effects of foreign operations	(5)	(397)	250
Valuation allowances (b)	11,807	(4,593)	(2,833)
Non-deductible goodwill (c)	(947)	—	—
Tax credits	1,028	1,901	879
Non-deductible executive compensation	(3,810)	(1,973)	(1,925)
Unrepatriated earnings	(282)	(283)	(402)
Non-deductible expenses and other	(180)	34	(5)
	<u>\$ (40,186)</u>	<u>\$ (34,963)</u>	<u>\$ (34,541)</u>

- (a) 2019 primarily relates to a reduction in unrecognized tax benefits due to a lapse of statute of limitations.
- (b) 2021 primarily relates to the \$12,606 benefit resulting from the state tax law change described above. The effect of the tax law change also included \$840 of additional deferred tax expense included in the State income tax provision line item, for a total of \$11,766.
- (c) Related to the sale of the New York Company-operated restaurants (including Manhattan). See Note 4 for further information.

The Company participates in the Internal Revenue Service (the "IRS") Compliance Assurance Process ("CAP"). As part of CAP, tax years are examined on a contemporaneous basis so that all or most issues are resolved prior to the filing of the tax return. As such, our tax returns for fiscal years 2009 through 2019 have been settled. The statute of limitations for the Company's state tax returns vary, but generally the Company's state income tax returns from its 2018 fiscal year and forward remain subject to examination. We believe that adequate provisions have been made for any liabilities, including interest and penalties that may result from the completion of these examinations.

### ***Unrecognized Tax Benefits***

As of January 2, 2022, the Company had unrecognized tax benefits of \$18,849, which, if resolved favorably would reduce income tax expense by \$14,890. A reconciliation of the beginning and ending amount of unrecognized tax benefits follows:

	Year Ended		
	2021	2020	2019
Beginning balance	\$ 20,973	\$ 22,323	\$ 27,632
Additions:			
Tax positions of current year	157	322	1,356
Tax positions of prior years	—	—	—
Reductions:			
Tax positions of prior years	(2,015)	(1,183)	(227)
Settlements	(46)	(119)	—
Lapse of statute of limitations	(220)	(370)	(6,438)
Ending balance	<u>\$ 18,849</u>	<u>\$ 20,973</u>	<u>\$ 22,323</u>

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The reductions in unrecognized tax benefits in 2021 and 2020 were primarily related to decreases as a result of settlements with various taxing jurisdictions. The additions in unrecognized tax benefits in 2019 was primarily related to the uncertainty of the income tax consequences of a cash settlement related to a previously held investment.

During 2022, we believe it is reasonably possible the Company will reduce unrecognized tax benefits by up to \$98 due primarily to the lapse of statutes of limitations and expected settlements.

During 2021, 2020 and 2019, the Company recognized \$138, \$159 and \$(489) of expense (income) for interest and \$37, \$81 and \$81 of income for penalties, respectively, related to uncertain tax positions. The Company has \$975 and \$873 accrued for interest and \$0 and \$37 accrued for penalties as of January 2, 2022 and January 3, 2021, respectively.

### (15) Stockholders' Equity

#### *Dividends*

During 2021, 2020 and 2019, the Company paid dividends per share of \$0.43, \$0.29 and \$0.42, respectively.

#### *Treasury Stock*

There were 470,424 shares of common stock issued at the beginning and end of 2021, 2020 and 2019. Treasury stock activity for 2021, 2020 and 2019 was as follows:

	Year Ended		
	2021	2020	2019
Number of shares at beginning of year	246,156	245,535	239,191
Repurchases of common stock	11,487	3,512	10,158
Common shares issued:			
Stock options, net	(2,657)	(2,358)	(2,912)
Restricted stock, net	(337)	(465)	(834)
Director fees	(17)	(15)	(14)
Other	(57)	(53)	(54)
Number of shares at end of year	254,575	246,156	245,535

#### *Repurchases of Common Stock*

In February 2020, our Board of Directors authorized a repurchase program for up to \$100,000 of our common stock through February 28, 2021, when and if market conditions warranted and to the extent legally permissible. As previously announced, beginning in March 2020, the Company temporarily suspended all share repurchase activity under the February 2020 authorization in connection with the Company's response to the COVID-19 pandemic. In July 2020, the Company's Board of Directors approved an extension of the February 2020 authorization by one year, through February 28, 2022. The Company resumed share repurchases in August 2020. In addition, in May 2021, August 2021, and November 2021, the Board of Directors approved increases of \$50,000, \$70,000 and \$80,000, respectively, to the February 2020 authorization, resulting in an aggregate authorization of \$300,000 that continued to expire on February 28, 2022. In November 2021, the Company entered into an accelerated share repurchase agreement (the "2021 ASR Agreement") with a third-party financial institution to repurchase common stock as part of the Company's existing share repurchase program. Under the 2021 ASR Agreement, the Company paid the financial institution an initial purchase price of \$125,000 in cash and received an initial delivery of 4,910 shares of common stock, representing an estimated 85% of the total shares expected to be delivered under the 2021 ASR Agreement. In February 2022, the Company completed the 2021 ASR Agreement and received an additional 715 shares of common stock. The total number of shares of common stock ultimately purchased by the Company under the 2021 ASR Agreement was based on the average of the daily volume-weighted average prices of the common stock during the term of the 2021 ASR Agreement, less an agreed upon discount. In total, 5,625 shares were delivered under the 2021 ASR Agreement at an average purchase price of \$22.22 per share.

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In addition to the shares repurchased in connection with the 2021 ASR Agreement, during 2021, the Company repurchased 6,577 shares with an aggregate purchase price of \$142,715, excluding commissions of \$93, under the February 2020 repurchase authorization. After taking into consideration these repurchases, with the completion of the 2021 ASR Agreement in February 2022 described above, the Company completed the February 2020 authorization.

In February 2022, our Board of Directors authorized the repurchase of up to \$100,000 of our common stock through February 28, 2023, when and if market conditions warrant and to the extent legally permissible.

During 2020, the Company repurchased 1,572 shares under the February 2020 repurchase authorization with an aggregate purchase price of \$32,285, of which \$723 was accrued at January 3, 2021, and excluding commissions of \$22.

In February 2019, our Board of Directors authorized a repurchase program for up to \$225,000 of our common stock through March 1, 2020, when and if market conditions warranted and to the extent legally permissible. In November 2019, the Company entered into an accelerated share repurchase agreement (the "2019 ASR Agreement") with a third-party financial institution to repurchase common stock as part of the Company's existing share repurchase program. Under the 2019 ASR Agreement, the Company paid the financial institution an initial purchase price of \$100,000 in cash and received an initial delivery of 4,051 shares of common stock, representing an estimated 85% of the total shares expected to be delivered under the 2019 ASR Agreement. In February 2020, the Company completed the 2019 ASR Agreement and received an additional 628 shares of common stock. The total number of shares of common stock ultimately purchased by the Company under the 2019 ASR Agreement was based on the average of the daily volume-weighted average prices of the common stock during the term of the 2019 ASR Agreement, less an agreed upon discount. In total, 4,679 shares were delivered under the 2019 ASR Agreement at an average purchase price of \$21.37 per share.

In addition to the shares repurchased in connection with the 2019 ASR Agreement, during 2020, the Company repurchased 1,312 shares with an aggregate purchase price of \$28,770, excluding commissions of \$18, under the February 2019 authorization. After taking into consideration these repurchases, with the completion of the 2019 ASR Agreement in February 2020, the Company completed its February 2019 authorization.

In addition to the shares repurchased in connection with the 2019 ASR Agreement, during 2019, the Company repurchased 6,107 shares with an aggregate purchase price of \$117,685, of which \$1,801 was accrued at December 29, 2019, and excluding commissions of \$86, under the February 2019 authorization and the Company's November 2018 authorization for up to \$220,000 of our common stock through December 27, 2019.

### ***Preferred Stock***

There were 100,000 shares authorized and no shares issued of preferred stock throughout 2021, 2020 and 2019.

### ***Accumulated Other Comprehensive Loss***

The following table provides a rollforward of accumulated other comprehensive loss, which is entirely comprised of foreign currency translation:

	<b>Year Ended</b>		
	<b>2021</b>	<b>2020</b>	<b>2019</b>
Balance at beginning of period	\$ (49,641)	\$ (53,828)	\$ (61,673)
Foreign currency translation	1,441	4,187	7,845
Balance at end of period	<u>\$ (48,200)</u>	<u>\$ (49,641)</u>	<u>\$ (53,828)</u>

### **(16) Share-Based Compensation**

The Company has the ability to grant stock options, stock appreciation rights, restricted stock, restricted stock units, other stock-based awards and performance compensation awards to current or prospective employees, directors, officers, consultants or advisors. During 2020, the Company's Board of Directors and its stockholders approved the adoption of the 2020 Omnibus Award Plan (the "2020 Plan") for the issuance of equity instruments as described above. The Company's previous 2010 Omnibus Award Plan (as amended, the "2010 Plan") expired in accordance with its terms in 2020. All equity grants in 2021

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were issued from the 2020 Plan. Equity grants in 2020 were issued from both the 2020 Plan and the 2010 Plan. All equity grants during 2019 were issued from the 2010 Plan. The 2020 Plan is currently the only equity plan from which future equity awards may be granted, but outstanding awards granted under the 2010 Plan will continue to be governed by the terms of the 2010 Plan. As of January 2, 2022, there were approximately 22,425 shares of common stock available for future grants under the 2020 Plan. During the periods presented in the consolidated financial statements, the Company settled all exercises of stock options and vesting of restricted shares, including performance shares, with treasury shares.

### **Stock Options**

The Company's current outstanding stock options have maximum contractual terms of 10 years and vest ratably over three years or cliff vest after three years. The exercise price of options granted is equal to the market price of the Company's common stock on the date of grant. The fair value of stock options on the date of grant is calculated using the Black-Scholes Model. The aggregate intrinsic value of an option is the amount by which the fair value of the underlying stock exceeds its exercise price.

The following table summarizes stock option activity during 2021:

	Number of Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life in Years	Aggregate Intrinsic Value
Outstanding at January 3, 2021	11,242	\$ 16.06		
Granted	1,435	23.70		
Exercised	(2,746)	11.38		
Forfeited and/or expired	(73)	21.27		
Outstanding at January 2, 2022	9,858	\$ 18.44	6.94	\$ 55,337
Vested or expected to vest at January 2, 2022	9,727	\$ 18.38	6.91	\$ 53,197
Exercisable at January 2, 2022	6,514	\$ 16.43	6.00	\$ 48,372

The total intrinsic value of options exercised during 2021, 2020 and 2019 was \$39,522, \$28,111 and \$26,947, respectively. The weighted average grant date fair value of stock options granted during 2021, 2020 and 2019 was \$6.33, \$6.02 and \$3.40, respectively.

The weighted average grant date fair value of stock options was determined using the following assumptions:

	2021	2020	2019
Risk-free interest rate	0.70 %	0.22 %	1.57 %
Expected option life in years	4.50	4.50	4.50
Expected volatility	38.00 %	38.02 %	23.55 %
Expected dividend yield	2.03 %	1.72 %	2.03 %

The risk-free interest rate represents the U.S. Treasury zero-coupon bond yield correlating to the expected life of the stock options granted. The expected option life represents the period of time that the stock options granted are expected to be outstanding based on historical exercise trends for similar grants. The expected volatility is based on the historical market price volatility of the Company over a period equivalent to the expected option life. The expected dividend yield represents the Company's annualized average yield for regular quarterly dividends declared prior to the respective stock option grant dates.

The Black-Scholes Model has limitations on its effectiveness including that it was developed for use in estimating the fair value of traded options which have no vesting restrictions and are fully transferable and that the model requires the use of highly subjective assumptions, such as expected stock price volatility. Employee stock option awards have characteristics significantly different from those of traded options and changes in the subjective input assumptions can materially affect the fair value estimates.

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***Restricted Shares***

The Company grants RSAs and RSUs, which primarily cliff vest after 1 to 3 years. For the purposes of our disclosures, the term "Restricted Shares" applies to RSAs and RSUs collectively unless otherwise noted. The fair value of Restricted Shares granted is determined using the fair market value of the Company's common stock on the date of grant, as set forth in the applicable plan document.

The following table summarizes activity of Restricted Shares during 2021:

	Number of Restricted Shares	Weighted Average Grant Date Fair Value
Non-vested at January 3, 2021	1,089	\$ 19.01
Granted	365	23.27
Vested	(304)	18.69
Forfeited	(56)	21.08
Non-vested at January 2, 2022	1,094	\$ 20.09

The total fair value of Restricted Shares that vested in 2021, 2020 and 2019 was \$7,048, \$8,634 and \$9,996, respectively.

***Performance Shares***

The Company grants performance-based awards to certain officers and key employees. The vesting of these awards is contingent upon meeting one or more defined operational or financial goals (a performance condition) or common stock share prices (a market condition). The quantity of shares awarded ranges from 0% to 200% of "Target," as defined in the award agreement as the midpoint number of shares, based on the level of achievement of the performance and market conditions.

The fair values of the performance condition awards granted in 2021, 2020 and 2019 were determined using the fair market value of the Company's common stock on the date of grant, as set forth in the applicable plan document. Share-based compensation expense recorded for performance condition awards is reevaluated at each reporting period based on the probability of the achievement of the goal.

The fair value of market condition awards granted in 2021, 2020 and 2019 were estimated using the Monte Carlo simulation model. The Monte Carlo simulation model utilizes multiple input variables to estimate the probability that the market conditions will be achieved and is applied to the trading price of our common stock on the date of grant.

The input variables are noted in the table below:

	2021	2020	2019
Risk-free interest rate	0.20 %	1.38 %	2.51 %
Expected life in years	3.00	3.00	3.00
Expected volatility	49.47 %	23.26 %	23.19 %
Expected dividend yield (a)	0.00 %	0.00 %	0.00 %

(a) The Monte Carlo method assumes a reinvestment of dividends.

Share-based compensation expense is recorded ratably for market condition awards during the requisite service period and is not reversed, except for forfeitures, at the vesting date regardless of whether the market condition is met.

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The following table summarizes activity of performance shares at Target during 2021:

	Performance Condition Awards		Market Condition Awards	
	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value
Non-vested at January 3, 2021	429	\$ 19.06	346	\$ 23.65
Granted	209	20.21	187	22.96
Dividend equivalent units issued (a)	10	20.48	8	24.53
Vested (b)	(88)	15.65	(119)	15.65
Forfeited	(55)	15.65	—	—
Non-vested at January 2, 2022	505	\$ 20.48	422	\$ 24.52

(a) Dividend equivalent units are issued in lieu of cash dividends for non-vested performance shares. There is no weighted average fair value associated with dividend equivalent units.

(b) Market condition awards exclude the vesting of an additional 52 shares, which resulted from the performance of the awards exceeding Target.

The total fair value of performance condition awards that vested in 2021, 2020 and 2019 was \$1,784, \$3,447 and \$7,720, respectively. The total fair value of market condition awards that vested in 2021, 2020 and 2019 was \$3,498, \$4,910 and \$7,135, respectively.

***Modifications of Share-Based Awards***

During 2020 and 2019, the Company modified the terms of awards granted to seven and ten employees, respectively, in connection with its Operations and Field Realignment Plan, IT Realignment Plan and G&A Realignment Plan discussed in Note 5. These modifications resulted in the accelerated vesting of certain stock options in connection with the termination of such employees. As a result, during 2020 and 2019, the Company recognized an increase in share-based compensation of \$621 and \$1,011, respectively, which was included in "Reorganization and realignment costs." The Company did not modify the terms of any awards during 2021.



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### *Share-Based Compensation*

Total share-based compensation and the related income tax benefit recognized in the Company's consolidated statements of operations were as follows:

	Year Ended		
	2021	2020	2019
Stock options	\$ 9,256	\$ 8,499	\$ 7,685
Restricted shares (a)	6,677	6,507	5,762
Performance shares:			
Performance condition awards	2,861	782	2,195
Market condition awards	3,225	2,521	2,023
Modifications, net	—	621	1,011
Share-based compensation	22,019	18,930	18,676
Less: Income tax benefit	(2,790)	(2,958)	(2,990)
Share-based compensation, net of income tax benefit	\$ 19,229	\$ 15,972	\$ 15,686

(a) 2021, 2020 and 2019 include \$19, \$213 and \$396, respectively, related to retention awards in connection with the Company's G&A Realignment Plan, which is included in "Reorganization and realignment costs." See Note 5 for further information.

As of January 2, 2022, there was \$29,337 of total unrecognized share-based compensation, which will be recognized over a weighted average amortization period of 2.06 years.

### **(17) Impairment of Long-Lived Assets**

The Company records impairment charges as a result of (1) the deterioration in operating performance of certain Company-operated restaurants, (2) the Company's decision to lease and/or sublease properties to franchisees in connection with the sale or anticipated sale of Company-operated restaurants, including any subsequent lease modifications, and (3) closing Company-operated restaurants and classifying such surplus properties as held for sale. Impairment charges during 2020 were primarily due to the deterioration in operating performance of certain Company-operated restaurants as a result of the COVID-19 pandemic.

The following is a summary of impairment losses recorded, which represent the excess of the carrying amount over the fair value of the affected assets and are included in "Impairment of long-lived assets:"

	Year Ended		
	2021	2020	2019
Company-operated restaurants	\$ 1,862	\$ 7,586	\$ 294
Restaurants leased or subleased to franchisees	189	—	5,308
Surplus properties	200	451	1,397
	\$ 2,251	\$ 8,037	\$ 6,999

**THE WENDY'S COMPANY AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
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**(18) Investment Income (Loss), Net**

	Year Ended		
	2021	2020	2019
Gain on sale of investments, net (a)	\$ 63	\$ —	\$ 24,496
Impairment loss on other investments in equity securities	—	(471)	—
Other, net	(24)	246	1,102
	\$ 39	\$ (225)	\$ 25,598

(a) In October 2019, the Company received a \$25,000 cash settlement related to a previously held investment. As a result, the Company recorded \$24,366 to “Investment income (loss), net” and \$634 to “General and administrative” for the reimbursement of related costs.

**(19) Retirement Benefit Plans*****401(k) Plan***

The Company has a 401(k) defined contribution plan (the “401(k) Plan”) for employees who meet certain minimum requirements and elect to participate. The 401(k) Plan permits employees to contribute up to 75% of their compensation, subject to certain limitations, and provides for matching employee contributions up to 4% of compensation and for discretionary profit sharing contributions. In connection with the matching and profit sharing contributions, the Company recognized compensation expense of \$4,583, \$5,175 and \$4,631 in 2021, 2020 and 2019, respectively.

***Wendy's Executive Plans***

In conjunction with the Wendy's Merger, amounts due under supplemental executive retirement plans (collectively, the “SERP”) were funded into a restricted account. As of January 1, 2011, participation in the SERP was frozen to new entrants and future contributions, and existing participants' balances only earn annual interest. The corresponding SERP liabilities are included in “Accrued expenses and other current liabilities” and “Other liabilities” and, in the aggregate, were \$294 and \$432 as of January 2, 2022 and January 3, 2021, respectively.

The Company has a non-qualified, unfunded deferred compensation plan for management and highly compensated employees, whereby participants may defer all or a portion of their base compensation and certain incentive awards on a pre-tax basis. The Company credits the amounts deferred with earnings based on the investment options selected by the participants. The Company may also make discretionary contributions to the plan. The total of participant deferrals was \$1,455 and \$1,108 at January 2, 2022 and January 3, 2021, respectively, which are included in “Other liabilities.”

**(20) Leases*****Nature of Leases***

The Company operates restaurants that are located on sites owned by us and sites leased by us from third parties. In addition, the Company owns sites and leases sites from third parties, which it leases and/or subleases to franchisees. At January 2, 2022, Wendy's and its franchisees operated 6,949 Wendy's restaurants. Of the 408 Company-operated Wendy's restaurants, Wendy's owned the land and building for 159 restaurants, owned the building and held long-term land leases for 141 restaurants and held leases covering the land and building for 108 restaurants. Wendy's also owned 485 and leased 1,235 properties that were either leased or subleased principally to franchisees. The Company also leases restaurant, office and transportation equipment.

**THE WENDY'S COMPANY AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
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**Company as Lessee**

The components of lease cost for 2021, 2020 and 2019 are as follows:

	Year Ended		
	2021	2020	2019
Finance lease cost:			
Amortization of finance lease assets	\$ 13,992	\$ 13,395	\$ 11,241
Interest on finance lease liabilities	41,419	40,682	37,012
	<u>55,411</u>	<u>54,077</u>	<u>48,253</u>
Operating lease cost	89,283	91,475	90,537
Variable lease cost (a)	63,853	59,076	58,978
Short-term lease cost	5,102	4,641	4,717
Total operating lease cost (b)	<u>158,238</u>	<u>155,192</u>	<u>154,232</u>
Total lease cost	<u>\$ 213,649</u>	<u>\$ 209,269</u>	<u>\$ 202,485</u>

(a) Includes expenses for executory costs of \$39,646, \$38,652, and \$37,758 for 2021, 2020 and 2019, respectively, for which the Company is reimbursed by sublessees.

(b) Includes \$132,158, \$125,553 and \$123,899 for 2021, 2020 and 2019, respectively, recorded to "Franchise rental expense" for leased properties that are subsequently leased to franchisees. Also includes \$23,558, \$26,866 and \$27,419 for 2021, 2020 and 2019, respectively, recorded to "Cost of sales" for leases for Company-operated restaurants.

The following table includes supplemental cash flow and non-cash information related to leases:

	Year Ended		
	2021	2020	2019
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows from finance leases	\$ 42,277	\$ 39,349	\$ 39,887
Operating cash flows from operating leases	91,930	85,689	91,824
Financing cash flows from finance leases	13,640	8,383	6,835
Right-of-use assets obtained in exchange for lease obligations:			
Finance lease liabilities	82,032	34,918	50,061
Operating lease liabilities	58,770	18,327	15,411

**THE WENDY'S COMPANY AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
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The following table includes supplemental information related to leases:

	Year End	
	January 2, 2022	January 3, 2021
Weighted-average remaining lease term (years):		
Finance leases	15.8	16.2
Operating leases	14.1	14.6
Weighted average discount rate:		
Finance leases	8.91 %	9.54 %
Operating leases	4.94 %	5.06 %
Supplemental balance sheet information:		
Finance lease assets, gross	\$ 307,965	\$ 261,308
Accumulated amortization	(63,686)	(55,155)
Finance lease assets	244,279	206,153
Operating lease assets	812,620	821,480

The following table illustrates the Company's future minimum rental payments for non-cancelable leases as of January 2, 2022:

Fiscal Year	Finance Leases		Operating Leases	
	Company-Operated	Franchise and Other	Company-Operated	Franchise and Other
2022	\$ 6,361	\$ 51,720	\$ 20,521	\$ 69,692
2023	6,317	52,957	20,989	69,158
2024	6,410	53,383	20,956	69,133
2025	6,610	53,876	20,745	68,910
2026	6,754	55,117	21,198	68,093
Thereafter	84,693	624,335	192,250	630,404
Total minimum payments	\$ 117,145	\$ 891,388	\$ 296,659	\$ 975,390
Less interest	(41,554)	(391,879)	(82,860)	(288,546)
Present value of minimum lease payments (a) (b)	\$ 75,591	\$ 499,509	\$ 213,799	\$ 686,844

(a) The present value of minimum finance lease payments of \$15,513 and \$559,587 are included in "Current portion of finance lease liabilities" and "Long-term finance lease liabilities," respectively.

(b) The present value of minimum operating lease payments of \$47,315 and \$853,328 are included in "Current portion of operating lease liabilities" and "Long-term operating lease liabilities," respectively.

**THE WENDY'S COMPANY AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
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**Company as Lessor**

The components of lease income for 2021, 2020 and 2019 are as follows:

	Year Ended		
	2021	2020	2019
Sales-type and direct-financing leases:			
Selling profit	\$ 4,244	\$ 1,995	\$ 2,285
Interest income (a)	30,648	29,067	26,333
Operating lease income	173,442	174,452	176,629
Variable lease income	63,213	58,196	56,436
Franchise rental income (b)	\$ 236,655	\$ 232,648	\$ 233,065

(a) Included in "Interest expense, net."

(b) Includes sublease income of \$174,327, \$169,921 and \$171,126 recognized during 2021, 2020 and 2019, respectively. Sublease income includes lessees' variable payments to the Company for executory costs of \$39,650, \$38,636 and \$37,739 for 2021, 2020 and 2019, respectively.

The following table illustrates the Company's future minimum rental receipts for non-cancelable leases and subleases as of January 2, 2022:

Fiscal Year	Sales-Type and Direct Financing Leases		Operating Leases	
	Subleases	Owned Properties	Subleases	Owned Properties
2022	\$ 33,883	\$ 2,543	\$ 110,714	\$ 53,076
2023	34,933	2,589	111,330	53,384
2024	36,929	2,599	111,591	54,490
2025	35,803	2,717	111,102	55,086
2026	36,950	2,887	110,537	56,845
Thereafter	438,518	31,876	1,020,240	647,591
Total future minimum receipts	617,016	45,211	\$ 1,575,514	\$ 920,472
Unearned interest income	(331,403)	(24,851)		
Net investment in sales-type and direct financing leases (a)	\$ 285,613	\$ 20,360		

(a) The present value of minimum sales-type and direct financing rental receipts of \$6,266 and \$299,707 are included in "Accounts and notes receivable, net" and "Net investment in sales-type and direct financing leases," respectively. The present value of minimum sales-type and direct financing rental receipts includes a net investment in unguaranteed residual assets of \$549.

**THE WENDY'S COMPANY AND SUBSIDIARIES**  
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Properties owned by the Company and leased to franchisees and other third parties under operating leases include:

	Year End	
	January 2, 2022	January 3, 2021
Land	\$ 258,513	\$ 279,956
Buildings and improvements	288,782	309,605
Restaurant equipment	1,701	1,701
	548,996	591,262
Accumulated depreciation and amortization	(173,243)	(170,722)
	<u>\$ 375,753</u>	<u>\$ 420,540</u>

**(21) Guarantees and Other Commitments and Contingencies**

***Guarantees and Contingent Liabilities***

*Franchisee Image Activation Incentive Programs*

In order to promote new restaurant development, Wendy's has an incentive program for franchisees that provides for technical assistance fee waivers and reductions in royalty and national advertising payments for up to the first two years of operation for qualifying new restaurants opened prior to December 31, 2022. In addition, Wendy's has a restaurant development incentive program that provides for incremental reductions in royalty and national advertising payments for up to the first two years of operation for qualifying new restaurants for existing franchisees that sign up for the program under a new development agreement, or through an extension of their existing development agreement, and commit to incremental development of new Wendy's restaurants. Under any extended development agreements, franchisees are also eligible for technical assistance fee waivers for restaurants opened one year in advance of their original development schedule so long as the restaurants are opened prior to December 31, 2022. Wendy's also provides franchisees with the option of an early 20-year or 25-year renewal of their franchise agreement upon completion of reimaging utilizing certain approved Image Activation reimage designs.

*Lease Guarantees*

Wendy's has guaranteed the performance of certain leases and other obligations, primarily from former Company-operated restaurant locations now operated by franchisees, amounting to \$90,649 as of January 2, 2022. These leases extend through 2045. We have had no judgments against us as guarantor of these leases as of January 2, 2022. In the event of default by a franchise owner where Wendy's is called upon to perform under its guarantee, Wendy's has the ability to pursue repayment from the franchise owner. The liability recorded for our probable exposure associated with these lease guarantees was not material as of January 2, 2022.

*Insurance*

Wendy's is self-insured for most workers' compensation losses and purchases insurance for general liability and automotive liability losses, all subject to a \$500 per occurrence retention or deductible limit. Wendy's determines its liability for claims incurred but not reported for the insurance liabilities on an actuarial basis. As of January 2, 2022, the Company had \$18,590 recorded for these insurance liabilities. Wendy's is self-insured for health care claims for eligible participating employees subject to certain deductibles and limitations and determines its liability for health care claims incurred but not reported based on historical claims runoff data. As of January 2, 2022, the Company had \$2,966 recorded for these health care insurance liabilities.

*Letters of Credit*

As of January 2, 2022, the Company had outstanding letters of credit with various parties totaling \$22,251. Substantially all of the outstanding letters of credit include amounts outstanding against the 2021-1 Class A-1 Notes. See Note 12 for further information. We do not expect any material loss to result from these letters of credit.

**THE WENDY'S COMPANY AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
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***Purchase and Capital Commitments***

*Beverage Agreement*

The Company has an agreement with a beverage vendor, which provides fountain beverage products and certain marketing support funding to the Company and its franchisees. This agreement requires minimum purchases of certain fountain beverages ("Fountain Beverages") by the Company and its franchisees at agreed upon prices until the total contractual gallon volume usage is reached. This agreement also provides for an annual advance to be paid to the Company based on the vendor's expectation of the Company's annual Fountain Beverages usage, which is amortized over actual usage during the year. In January 2019, the Company amended its contract with the beverage vendor, which now expires at the later of reaching a minimum usage requirement or December 31, 2025. Beverage purchases made by the Company under this agreement during 2021, 2020 and 2019 were \$9,709, \$10,986 and \$11,440, respectively. The Company estimates future annual purchases to be approximately \$10,700 in 2022, \$10,800 in 2023, \$11,100 in 2024 and \$11,400 in 2025 based on current pricing and the expected ratio of usage at Company-operated restaurants to franchised restaurants. As of January 2, 2022, \$4,325 is due to the beverage vendor and is included in "Accounts payable," principally for annual estimated payments that exceeded usage under this agreement.

*IT Services Agreement*

In December 2019, the Company entered into an agreement to partner with a third-party global IT consultant on the Company's new IT organization structure to leverage the consultant's global capabilities, which the Company believes will enable a more seamless integration between its digital and corporate IT assets. Costs incurred by the Company under this agreement were \$20,053, \$16,961 and \$1,386 during 2021, 2020 and 2019, respectively. The Company's unconditional purchase obligations under the agreement are approximately \$17,100 in 2022, \$14,700 in 2023, \$13,800 in 2024 and \$7,100 in 2025. As of January 2, 2022, \$1,899 is due to the consultant and is included in "Accrued expenses and other current liabilities."

*Marketing Agreement*

The Company has an agreement with two national broadcasters that grants the Company certain marketing and media rights. Costs incurred by the Company under this agreement were approximately \$15,000 and \$11,000 in 2021 and 2019, respectively, which are included in "Advertising funds expense." No costs were incurred under this agreement in 2020. The Company's unconditional purchase obligations under the agreement are approximately \$12,900 in 2022, \$13,400 in 2023 and \$12,700 in 2024.

**(22) Transactions with Related Parties**

The following is a summary of transactions between the Company and its related parties:

	<b>Year Ended</b>		
	<b>2021</b>	<b>2020</b>	<b>2019</b>
Transactions with QSCC:			
Wendy's Co-op (a)	\$ 279	\$ —	\$ 504
Rental receipts (b)	217	217	217
TimWen lease and management fee payments (c)	\$ 18,687	\$ 16,130	\$ 16,660
Yellow Cab royalty, advertising fund, lease and other income (d)	\$ 9,869	\$ 1,090	\$ —

***Transactions with QSCC***

- (a) Wendy's has a purchasing co-op relationship structure (the "Wendy's Co-op") with its franchisees that establishes Quality Supply Chain Co-op, Inc. ("QSCC"). QSCC manages, for the Wendy's system in the U.S. and Canada, contracts for the purchase and distribution of food, proprietary paper, operating supplies and equipment under national agreements with pricing based upon total system volume. QSCC's supply chain management facilitates continuity of supply and provides consolidated purchasing efficiencies while monitoring and seeking to minimize possible obsolete inventory throughout the Wendy's supply chain in the U.S. and Canada.

**THE WENDY'S COMPANY AND SUBSIDIARIES**  
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Wendy's and its franchisees pay sourcing fees to third-party vendors on certain products sourced by QSCC. Such sourcing fees are remitted by these vendors to QSCC and are the primary means of funding QSCC's operations. Should QSCC's sourcing fees exceed its expected needs, QSCC's board of directors may return some or all of the excess to its members in the form of a patronage dividend. Wendy's recorded its share of patronage dividends of \$279 and \$504 in 2021 and 2019, respectively, which are included as a reduction of "Cost of sales." There were no patronage dividends recorded during 2020.

- (b) Pursuant to a lease agreement, Wendy's leased 14,493 square feet of office space to QSCC for an annual base rental of \$217. The lease was amended in June 2021 to increase both the leased square footage to 18,774 and the annual base rental to \$250, subject to annual increases, and to extend the lease term through January 31, 2027. The Company received \$217 of lease payments from QSCC during each of 2021, 2020 and 2019, which has been recorded to "Franchise rental income."

***TimWen Lease and Management Fee Payments***

- (c) A wholly-owned subsidiary of Wendy's leases restaurant facilities from TimWen, which are then subleased to franchisees for the operation of Wendy's/Tim Hortons combo units in Canada. Wendy's paid TimWen \$18,906, \$16,339 and \$16,867 under these lease agreements during 2021, 2020 and 2019, respectively. In addition, TimWen paid Wendy's a management fee under the TimWen joint venture agreement of \$219, \$209 and \$207 during 2021, 2020 and 2019, respectively, which has been included as a reduction to "General and administrative."

***Transactions with Yellow Cab***

- (d) Certain family members and affiliates of Mr. Nelson Peltz, our Chairman, and Mr. Peter May, our Senior Vice Chairman, as well as Mr. Matthew Peltz, our Vice Chairman, hold indirect, minority ownership interests in operating companies managed by Yellow Cab Holdings, LLC ("Yellow Cab"), a Wendy's franchisee, that as of January 2, 2022 owned and operated 84 Wendy's restaurants (including 54 restaurants acquired from NPC during the first quarter of 2021 as described below). During 2021 and the fourth quarter of 2020, the Company recognized \$9,869 and \$1,090, respectively, in royalty, advertising fund, lease and other income from Yellow Cab and related entities. As of January 2, 2022, \$974 was due from Yellow Cab for such income, which is included in "Accounts and notes receivable, net" and "Advertising funds restricted assets."

In November 2020, the Company submitted a consortium bid together with a group of pre-qualified franchisees (of which Yellow Cab was a member) to acquire the Wendy's restaurants owned by NPC, formerly the Company's largest franchisee, which filed for chapter 11 bankruptcy in July 2020. As part of the consortium bid, in November 2020, the Company received deposits from each of the pre-qualified franchisees (including Yellow Cab), which amounts were transferred to a third-party escrow account pending resolution of the bankruptcy sale process. On January 7, 2021, following a court-approved mediation process, Yellow Cab was selected as the purchaser for 54 of NPC's Wendy's restaurants. In March 2021, Yellow Cab closed on its acquisition of these restaurants and its deposit was applied against the purchase price for the restaurants. See Note 3 for further information.



**THE WENDY'S COMPANY AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
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**(23) Legal and Environmental Matters**

The Company is involved in litigation and claims incidental to our business. We provide accruals for such litigation and claims when we determine it is probable that a liability has been incurred and the loss is reasonably estimable. We believe we have adequate accruals for all of our legal and environmental matters. We cannot estimate the aggregate possible range of loss for our existing litigation and claims for various reasons, including, but not limited to, many proceedings being in preliminary stages, with various motions either yet to be submitted or pending, discovery yet to occur and/or significant factual matters unresolved. In addition, most cases seek an indeterminate amount of damages and many involve multiple parties. Predicting the outcomes of settlement discussions or judicial or arbitral decisions is thus inherently difficult and future developments could cause these actions or claims, individually or in aggregate, to have a material adverse effect on the Company's financial condition, results of operations, or cash flows of a particular reporting period.

Certain of the Company's present and former directors have been named in two putative stockholder derivative complaints arising out of the cybersecurity incidents that affected certain of our franchisees in 2015 and 2016. The first case, brought by James Graham in the U.S. District Court for the Southern District of Ohio (the "Graham Case"), asserts claims of breach of fiduciary duty, waste of corporate assets, unjust enrichment and gross mismanagement, and additionally names one non-director executive officer of the Company. The second case, brought by Thomas Caracci in the U.S. District Court for the Southern District of Ohio (the "Caracci Case"), asserts claims of breach of fiduciary duty and violations of Section 14(a) and Rule 14a-9 of the Securities Exchange Act of 1934. Collectively, the plaintiffs seek a judgment on behalf of the Company for all damages incurred or that will be incurred as a result of the alleged wrongful acts or omissions, a judgment ordering disgorgement of all profits, benefits, and other compensation obtained by the named individual defendants, a judgment directing the Company to reform its governance and internal procedures, attorneys' fees and other costs. The Graham Case and the Caracci Case were consolidated and on December 21, 2018, the court issued an order naming Graham and his counsel as lead in the case. On January 31, 2019, Graham filed a consolidated verified stockholder derivative complaint with the court. On January 24, 2020, the court issued an order granting preliminary approval of the settlement, which consists of certain corporate governance undertakings and the payment of plaintiffs' attorneys' fees and expenses up to \$950 (covered by applicable insurance). On September 15, 2021, the court issued an order granting final approval of the settlement, with the final judgment entered on September 24, 2021. On October 20, 2021, Thomas Caracci filed a Notice of Appeal.

**(24) Advertising Costs and Funds**

We maintain U.S. and Canadian national advertising funds established to collect and administer funds contributed for use in advertising and promotional programs. Contributions to the Advertising Funds are required from both Company-operated and franchised restaurants and are based on a percentage of restaurant sales. In addition to the contributions to the Advertising Funds, Company-operated and franchised restaurants make additional contributions to other local and regional advertising programs.

Restricted assets and related liabilities of the Advertising Funds at January 2, 2022 and January 3, 2021 are as follows:

	<b>Year End</b>	
	<b>January 2, 2022</b>	<b>January 3, 2021</b>
Cash and cash equivalents	\$ 89,993	\$ 77,279
Accounts receivable, net	65,497	63,252
Other assets	4,328	1,775
Advertising funds restricted assets	<u>\$ 159,818</u>	<u>\$ 142,306</u>
Accounts payable	\$ 136,043	\$ 123,064
Accrued expenses and other current liabilities	21,858	17,447
Advertising funds restricted liabilities	<u>\$ 157,901</u>	<u>\$ 140,511</u>

Advertising expenses included in "Cost of sales" totaled \$31,617, \$29,671 and \$29,954 in 2021, 2020 and 2019, respectively.

**THE WENDY'S COMPANY AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(In Thousands Except Per Share Amounts)

**(25) Geographic Information**

The table below presents revenues and properties information by geographic area:

	<u>U.S.</u>	<u>International</u>	<u>Total</u>
<b>2021</b>			
Revenues	\$ 1,771,997	\$ 125,001	\$ 1,896,998
Properties	856,841	50,026	906,867
<b>2020</b>			
Revenues	\$ 1,635,696	\$ 98,129	\$ 1,733,825
Properties	879,806	36,083	915,889
<b>2019</b>			
Revenues	\$ 1,606,619	\$ 102,383	\$ 1,709,002
Properties	941,607	35,393	977,000

**(26) Segment Information**

The Company is comprised of the following segments: (1) Wendy's U.S., (2) Wendy's International and (3) Global Real Estate & Development. Wendy's U.S. includes the operation and franchising of Wendy's restaurants in the U.S. and derives its revenues from sales at Company-operated restaurants and royalties, fees and advertising fund collections from franchised restaurants. Wendy's International includes the operation and franchising of Wendy's restaurants in countries and territories other than the U.S. and derives its revenues from sales at Company-operated restaurants and royalties, fees and advertising fund collections from franchised restaurants. Global Real Estate & Development includes real estate activity for owned sites and sites leased from third parties, which are leased and/or subleased to franchisees, and also includes our share of the income of our TimWen real estate joint venture. In addition, Global Real Estate & Development earns fees from facilitating Franchise Flips and providing other development-related services to franchisees. The Company measures segment profit using segment adjusted earnings before interest, taxes, depreciation and amortization ("EBITDA"). Segment adjusted EBITDA excludes certain unallocated general and administrative expenses and other items that vary from period to period without correlation to the Company's core operating performance. When the Company's chief operating decision maker reviews balance sheet information, it is at a consolidated level. The accounting policies of the Company's segments are the same as those described in Note 1.

Revenues by segment are as follows:

	<u>Year Ended</u>		
	<u>2021</u>	<u>2020</u>	<u>2019</u>
Wendy's U.S.	\$ 1,567,496	\$ 1,431,382	\$ 1,404,307
Wendy's International	86,369	65,642	68,198
Global Real Estate & Development	243,133	236,801	236,497
Total revenues	<u>\$ 1,896,998</u>	<u>\$ 1,733,825</u>	<u>\$ 1,709,002</u>

**THE WENDY'S COMPANY AND SUBSIDIARIES**  
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The following table reconciles profit by segment to the Company's consolidated income before income taxes:

	<b>Year Ended</b>		
	<b>2021</b>	<b>2020</b>	<b>2019</b>
Wendy's U.S. (a)	\$ 450,117	\$ 393,314	\$ 369,193
Wendy's International	27,386	20,119	20,246
Global Real Estate & Development	106,113	100,731	107,116
Total segment profit	583,616	514,164	496,555
Unallocated franchise support and other costs	(753)	—	—
Advertising funds surplus	2,770	2,904	1,337
Unallocated general and administrative (b)	(116,273)	(94,256)	(81,230)
Depreciation and amortization	(125,540)	(132,775)	(131,693)
System optimization gains, net	33,545	3,148	1,283
Reorganization and realignment costs	(8,548)	(16,030)	(16,965)
Impairment of long-lived assets	(2,251)	(8,037)	(6,999)
Unallocated other operating income, net	394	190	291
Interest expense, net	(109,185)	(117,737)	(115,971)
Loss on early extinguishment of debt	(17,917)	—	(8,496)
Investment income (loss), net	39	(225)	25,598
Other income, net	681	1,449	7,771
Income before income taxes	<u>\$ 240,578</u>	<u>\$ 152,795</u>	<u>\$ 171,481</u>

(a) Includes advertising funds expense of \$25,000 and \$14,600 for 2021 and 2020, respectively, related to the Company funding of incremental advertising to support the breakfast daypart.

(b) Includes corporate overhead costs, such as employee compensation and related benefits.

Net income (loss) of our equity method investments for the Brazil JV and TimWen are included in segment profit for the Wendy's International and Global Real Estate & Development segments, respectively. Net income (loss) of equity method investments by segment was as follows:

	<b>Year Ended</b>		
	<b>2021</b>	<b>2020</b>	<b>2019</b>
Wendy's International	\$ —	\$ (417)	\$ (1,022)
Global Real Estate & Development	11,203	6,513	9,695
Total net income of equity method investments	<u>\$ 11,203</u>	<u>\$ 6,096</u>	<u>\$ 8,673</u>

# ***Quality Is Our Recipe, LLC***

*Financial Statements as of January 2, 2022 and January 3, 2021,  
and for the years ended January 2, 2022, January 3, 2021 and December 29, 2019  
and Independent Auditor's Report*

QUALITY IS OUR RECIPE, LLC  
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**INDEPENDENT AUDITOR'S REPORT**

To the Board of Managers of  
Quality Is Our Recipe, LLC  
Dublin, Ohio

**Opinion**

We have audited the financial statements of Quality Is Our Recipe, LLC (the "Company"), a direct, wholly-owned subsidiary of Wendy's Funding, LLC which is an indirect, wholly-owned subsidiary of Wendy's International, LLC whose ultimate parent is The Wendy's Company (the "Parent"), which comprise the balance sheets as of January 2, 2022 and January 3, 2021, and the related statements of operations, member's equity, and cash flows for the years ended January 2, 2022, January 3, 2021 and December 29, 2019, 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 January 2, 2022 and January 3, 2021, and the results of its operations and its cash flows for the years ended January 2, 2022, January 3, 2021 and December 29, 2019, 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.

**Emphasis of Matter**

The financial statements have been prepared from separate records maintained by the Company and may not be indicative of the conditions that would have existed or the results of operations if the Company had been operated as an unaffiliated company of the Parent. There have been no allocations made of certain income and expenses from the Parent that may be applicable to the Company as a whole as discussed in Note 7. Further, as discussed in Note 8, a significant portion of the Company's transactions are with the Parent or other affiliated entities. Our opinion is not modified with respect to this matter.

**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 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.

#### **Other Information Included in the Franchise Disclosure Document**

Management is responsible for the other information included in the Franchise Disclosure Document ("FDD"). The other information comprises the information included in the FDD but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audits of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

/s/ Deloitte & Touche LLP  
Columbus, Ohio  
March 25, 2022

**QUALITY IS OUR RECIPE, LLC**  
**BALANCE SHEETS**  
(In Thousands)

**EXHIBIT T**

	<b>January 2, 2022</b>	<b>January 3, 2021</b>
<b>ASSETS</b>		
Current assets:		
Cash	\$ 2,452	\$ 1,517
Accounts receivable, net	39,795	41,255
Due from affiliates, net	836	648
Total current assets	43,083	43,420
Intangible assets	1,026,735	1,043,640
Total assets	\$ 1,069,818	\$ 1,087,060
<b>LIABILITIES AND MEMBER'S EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 5	\$ 9
Deferred franchise fees	7,955	7,814
Total current liabilities	7,960	7,823
Deferred franchise fees	82,100	83,150
Other liabilities	354	552
Total liabilities	90,414	91,525
Member's equity:		
Member's contributions	1,186,672	1,186,672
Accumulated deficit	(207,268)	(191,137)
Total member's equity	979,404	995,535
Total liabilities and member's equity	\$ 1,069,818	\$ 1,087,060

See accompanying notes to financial statements.



**QUALITY IS OUR RECIPE, LLC**  
**STATEMENTS OF OPERATIONS**  
(In Thousands)

	Year Ended		
	January 2, 2022	January 3, 2021	December 29, 2019
Revenues:			
Franchise royalty revenue	\$ 430,328	\$ 391,479	\$ 376,212
Franchise fees	27,455	18,652	17,198
Revenue from affiliates	53,017	48,307	46,833
	<u>510,800</u>	<u>458,438</u>	<u>440,243</u>
Costs and expenses:			
General and administrative	777	867	(32)
Amortization	16,904	17,965	18,183
	<u>17,681</u>	<u>18,832</u>	<u>18,151</u>
Operating profit	493,119	439,606	422,092
Interest income (expense), net	82	87	(46)
Income before income taxes	493,201	439,693	422,046
Provision for income taxes	(5,825)	(4,836)	(5,001)
Net income	<u>\$ 487,376</u>	<u>\$ 434,857</u>	<u>\$ 417,045</u>

See accompanying notes to financial statements.

**QUALITY IS OUR RECIPE, LLC**  
**STATEMENTS OF MEMBER'S EQUITY**  
(In Thousands)

	<u>Member's Contributions</u>	<u>Accumulated Deficit</u>	<u>Total</u>
Balance at December 30, 2018	\$ 1,186,684	\$ (169,189)	\$ 1,017,495
Member's contributions	(12)	—	(12)
Net income	—	417,045	417,045
Distributions to affiliate	—	(429,297)	(429,297)
Balance at December 29, 2019	1,186,672	(181,441)	1,005,231
Net income	—	434,857	434,857
Distributions to affiliate	—	(444,553)	(444,553)
Balance at January 3, 2021	1,186,672	(191,137)	995,535
Net income	—	487,376	487,376
Distributions to affiliate	—	(503,507)	(503,507)
Balance at January 2, 2022	<u>\$ 1,186,672</u>	<u>\$ (207,268)</u>	<u>\$ 979,404</u>

See accompanying notes to financial statements.

**QUALITY IS OUR RECIPE, LLC**  
**STATEMENTS OF CASH FLOWS**  
(In Thousands)

	Year Ended		
	January 2, 2022	January 3, 2021	December 29, 2019
Cash flows from operating activities:			
Net income	\$ 487,376	\$ 434,857	\$ 417,045
Adjustments to reconcile net income to net cash provided by operating activities:			
Amortization	16,904	17,965	18,183
Operating transactions with affiliates, net	(188)	4,483	(4,576)
Other, net	(3,748)	(2,347)	(2,343)
Changes in operating assets and liabilities:			
Accounts receivable, net	1,760	(10,929)	1,510
Accounts payable	(4)	8	(12)
Deferred franchise fees	2,342	(459)	(158)
Net cash provided by operating activities	<u>504,442</u>	<u>443,578</u>	<u>429,649</u>
Cash flows from financing activities:			
Distributions to affiliate	(503,507)	(444,553)	(429,297)
Net cash used in financing activities	<u>(503,507)</u>	<u>(444,553)</u>	<u>(429,297)</u>
Net increase (decrease) in cash and cash equivalents	935	(975)	352
Cash at beginning of period	1,517	2,492	2,140
Cash at end of period	<u>\$ 2,452</u>	<u>\$ 1,517</u>	<u>\$ 2,492</u>
Supplemental disclosures of non-cash activities:			
Contributions of net liabilities from affiliate	\$ —	\$ —	\$ (12)

See accompanying notes to financial statements.

**QUALITY IS OUR RECIPE, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**(In Thousands)**

**(1) Nature of Business and Summary of Significant Accounting Policies**

***Organization***

Quality Is Our Recipe, LLC (the “Company”) is a single-member, special purpose Delaware limited liability company. The Company is a direct, wholly-owned subsidiary of Wendy’s Funding, LLC (“Wendy’s Funding” or the “Master Issuer”), which is an indirect, wholly-owned subsidiary of Wendy’s International, LLC (together with its subsidiaries, “Wendy’s”) whose ultimate parent is The Wendy’s Company. Wendy’s franchises and operates Wendy’s quick-service restaurants specializing in hamburger sandwiches throughout the United States of America (“U.S.”) and also franchises Wendy’s quick-service restaurants in 31 foreign countries and U.S. territories.

The Company was formed on April 7, 2015 in connection with a contemplated financing (the “Securitization Transaction”) which was completed on June 1, 2015 (the “Closing Date”), primarily to serve as the franchisor of Wendy’s restaurants in the U.S. and foreign countries excluding Canada. On the Closing Date, Wendy’s contributed to the Company substantially all of the assets presented on the Company’s balance sheet at inception. In addition, on the Closing Date, the Company received an initial cash contribution of \$2,500 from the Master Issuer. See “Business and Operations” below, as well as Note 6 and Note 7 for further information.

***Use of Estimates***

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”). The accompanying financial statements include accounts of the Company, which has no subsidiaries. The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenues and expenses during the reporting period. Actual results could differ materially from those estimates.

On March 11, 2020, the World Health Organization declared the novel strain of coronavirus (“COVID-19”) a global pandemic. We continue to monitor the dynamic nature of the COVID-19 pandemic on our business, results and financial condition; however, we cannot predict the ultimate duration, scope or severity of the COVID-19 pandemic or its ultimate impact on our results of operations, financial condition and prospects.

In preparing the financial statements, the Company has evaluated significant events occurring subsequent to January 2, 2022 through March 25, 2022, the date of the issuance of the financial statements.

***Fiscal Year***

The Company’s fiscal reporting periods consist of 52 or 53 weeks ending on the Sunday closest to December 31 and are referred to herein as (1) “the year ended January 2, 2022” or “2021,” which consisted of 52 weeks, (2) “the year ended January 3, 2021” or “2020,” which consisted of 53 weeks, and (3) “the year ended December 29, 2019” or “2019,” which consisted of 52 weeks. All references to years, quarters and months relate to fiscal periods rather than calendar periods.

***Business and Operations***

On the Closing Date, Wendy’s contributed to the Company all franchise agreements, development agreements and franchise-related agreements with respect to Wendy’s restaurants franchised in the U.S. and all other countries, excluding Canada, and all franchisee notes with respect to Wendy’s restaurants franchised in the U.S. and all future franchisee payments thereon. In addition, Wendy’s contributed to the Company certain intellectual property (the “Securitization IP”), consisting of substantially all of the existing and after-acquired U.S., Canadian and international intellectual property, including software, and all future licensing fees. Following the Closing Date, the Company serves as franchisor of the Wendy’s brand and will own (1) new U.S. and international (excluding Canada) franchise agreements and all franchisee payments thereon; (2) new U.S. and international (excluding Canada) development agreements and all franchisee payments thereon; (3) all rights to enter into new franchise agreements in the U.S. and foreign countries (excluding Canada); and (4) rights to all licensing fees and other fees related to the Securitization IP.

**QUALITY IS OUR RECIPE, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**(In Thousands)**

The activities of the Company are limited to:

- entering into a contribution agreement pursuant to which Wendy's contributed the applicable contributed assets as described above;
- owning the Securitization IP and other assets referred to above;
- licensing to Wendy's, for a 99-year term, an exclusive, worldwide right to use and sublicense the Securitization IP in connection with products and services other than Wendy's restaurants for a royalty fee equal to (i) 50% of any royalties Wendy's receives from any sublicensee pursuant to the sublicenses of Wendy's rights under the license or (ii) with regard to any other revenues received by Wendy's as a result of exercising its rights under the license, a fair market royalty, as determined by Wendy's;
- licensing to Wendy's (and certain subsidiaries thereof), for a 99-year term, a non-exclusive right to use and sublicense the Securitization IP in the U.S. in connection with Wendy's company-operated restaurants for a royalty fee equal to 4.0% of the aggregate net sales of each Company restaurant in the U.S. (paid weekly);
- licensing to Wendy's Restaurants of Canada Inc., an indirect, wholly-owned subsidiary of The Wendy's Company, for a 99-year term, an exclusive right to use and sublicense the Securitization IP in Canada in connection with franchised restaurants for a royalty fee equal to the U.S. dollar equivalent of 3.0% of the net sales of each franchised restaurant in Canada (paid weekly);
- licensing to Wendy's a non-exclusive, royalty-free license to use and sublicense the Securitization IP in connection with Wendy's performance of services under a management agreement;
- holding the rights and obligations previously held by each applicable non-securitization entity under the applicable contributed franchise agreements and contributed development agreements;
- from time to time following the Closing Date, entering into new franchise agreements and new development agreements with respect to the Wendy's brand;
- holding the rights and obligations previously held by each applicable non-securitization entity under the applicable contributed franchisee notes and entering into new franchisee notes;
- maintaining a franchisor capital account and any funds on deposit therein and advancing any such funds to other Wendy's entities in accordance with a base indenture and a related supplemental indenture (collectively, the "Indenture") entered into by the Master Issuer;
- entering into a guarantee and collateral agreement, pursuant to which the Company will guarantee notes, together with the other guarantors, described in Note 7, may guarantee additional series of notes from time to time and will grant to the trustee a lien on the Company's collateral (subject to certain collateral exclusions) as security for the obligations of the Master Issuer under the Indenture;
- entering into a management agreement; and
- entering into documents related to the Securitization Transaction to which it is a party and undertaking any other activities related thereto.

***Cash and Cash Equivalents***

All highly liquid investments with a maturity of three months or less when acquired are considered cash equivalents. The Company's cash and cash equivalents principally consist of cash in bank. The related cash balance may exceed amounts federally insured during the year. The Company has not experienced any losses in such account, and management believes that the Company mitigates its risk by utilizing a major financial institution.

**QUALITY IS OUR RECIPE, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**(In Thousands)**

***Accounts Receivable, Net***

Accounts receivable, net, consist primarily of royalties and franchise fees due from franchisees. Reserve estimates include consideration of the likelihood of default expected over the estimated life of the receivable. The Company periodically assesses the need for an allowance for doubtful accounts on its receivables based upon several key credit quality indicators such as outstanding past due balances, the financial strength of the obligor, the estimated fair value of any underlying collateral and agreement characteristics.

We believe that our vulnerability to risk concentrations in our receivables is mitigated by (1) favorable historical collectability on past due balances and (2) our expectations for fluctuations in general market conditions. Receivables are considered delinquent once they are contractually past due under the terms of the underlying agreements. See Note 3 for further information.

***Intangible Assets***

Definite-lived intangible assets are amortized on a straight-line basis using the following estimated useful lives of the related classes of intangibles: 1 to 5 years for computer software and 20 years for franchise agreements. Trademarks have an indefinite life and are not amortized.

The Company reviews definite-lived intangible assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the intangible asset may not be recoverable. Indefinite-lived intangible assets are tested for impairment at least annually, or more frequently if events or changes in circumstances indicate that the assets may be impaired. Our annual impairment test for indefinite-lived intangible assets may be completed through a qualitative assessment to determine if the fair value of the indefinite-lived intangible assets is more likely than not greater than the carrying amount. If we elect to bypass the qualitative assessment, or if a qualitative assessment indicates it is more likely than not that the estimated carrying value exceeds the fair value, we test for impairment using a quantitative process. If the Company determines that impairment of its intangible assets may exist, the amount of impairment loss is measured as the excess of carrying value over fair value. Our estimates in the determination of the fair value of indefinite-lived intangible assets include the anticipated future revenues of Wendy's company-operated and franchised restaurants and the resulting cash flows.

***Fair Value***

The carrying amounts of cash and accounts payable approximate fair value due to the short-term nature of those items. The carrying amounts of accounts receivable, net approximate fair value due to the effect of the related allowance for doubtful accounts.

***Revenue Recognition***

"Franchise royalty revenue" and "Franchise fees" include royalties, new build technical assistance fees, renewal fees, franchisee-to-franchisee restaurant transfer ("Franchise Flip") technical assistance fees, Franchise Flip advisory fees and development fees. Royalties from franchised restaurants are based on a percentage of sales of the franchised restaurant and are recognized as earned. New build technical assistance fees, renewal fees and Franchise Flip technical assistance fees are recorded as deferred revenue when received and recognized as revenue over the contractual term of the franchise agreements, once the restaurant has opened. Development fees are deferred when received, allocated to each agreed upon restaurant, and recognized as revenue over the contractual term of each respective franchise agreement, once the restaurant has opened. These franchise fees are considered highly dependent upon and interrelated with the franchise right granted in the franchise agreement. Franchise Flip advisory fees include valuation services and fees for selecting pre-approved buyers for Franchise Flips. Franchise Flip advisory fees are paid by the seller and are recognized as revenue at closing of the Franchise Flip transaction.

"Revenue from affiliates" includes royalties from affiliates based on a percentage of sales of Wendy's company-operated restaurants and IP license fees from Wendy's based on a percentage of sales of franchised restaurants in Canada, both of which are required for the use of the Securitization IP in the U.S. and Canada, as applicable. Royalties and IP license fees from franchised restaurants and affiliates are based on a percentage of sales and are recognized as earned. See Note 2 and Note 8 for further information.

**QUALITY IS OUR RECIPE, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**(In Thousands)**

***Income Taxes***

The Company is a single-member limited liability company and is treated as a disregarded entity for federal income tax purposes and by most state taxing jurisdictions. Consequently, the Company generally does not incur U.S. income taxes. Instead, its income flows to and is taxed at its taxable ultimate parent, The Wendy's Company. The Company is a taxable member of a consolidated Texas income tax return filed by The Wendy's Company and is allocated a portion of the consolidated current and deferred tax expense based on its proportionate share of taxable receipts in Texas. The Company incurs foreign tax expense attributable to foreign withholding taxes which is recorded to "Provision for income taxes" in the accompanying statements of operations.

The Company accounts for income taxes under the asset and liability method. A deferred tax asset or liability is recognized whenever there are (1) future tax effects from temporary difference between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and (2) operating loss, capital loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to the years in which those differences are expected to be recovered or settled.

Deferred tax assets are recognized to the extent the Company believes these assets will more likely than not be realized. In evaluating the realizability of deferred tax assets, the Company considers all available positive and negative evidence, including the interaction and the timing of future reversals of existing temporary differences, projected future taxable income, recent operating results and tax-planning strategies. When considered necessary, a valuation allowance is recorded to reduce the carrying amount of the deferred tax assets to their anticipated realizable value.

The Company records uncertain tax positions on the basis of a two-step process whereby we first determine if it is more likely than not that a tax position will be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits of the position. A tax position that meets the more-likely-than-not recognition threshold is then measured for purposes of financial statement recognition as the largest amount of benefit that is greater than 50% likely of being realized upon being effectively settled.

Interest accrued for uncertain tax positions is charged to "Interest income (expense), net." Penalties accrued for uncertain tax positions are charged to "General and administrative."

***Concentration of Risk***

The Company is subject to credit risk through its accounts receivable consisting primarily of amounts due from franchisees for royalties and franchise fees. The financial condition of these franchisees is largely dependent upon the underlying business trends of the Wendy's brand and market conditions within the quick-service restaurant industry. This concentration of credit risk is mitigated, in part, by the number of franchisees and the short-term nature of the franchise receivables.

**(2) Revenue*****Nature of Goods and Services***

The Company generates revenues primarily from royalties and fees from franchised restaurants. Revenues are recognized upon the fulfillment of terms outlined in the franchise agreement for franchised restaurants. The franchise agreement provides the franchisee the right to construct, own and operate a Wendy's restaurant upon a site accepted by Wendy's and to use the Wendy's system in connection with the operation of the restaurant at that site. The franchise agreement generally provides for a 20-year term and a 10-year renewal subject to certain conditions. The initial term may be extended up to 25 years and the renewal extended up to 20 years for qualifying restaurants under certain new restaurant development programs.

The franchise agreement requires that the franchisee pay a royalty based on a percentage of sales at the franchised restaurant. Wendy's may offer development incentive programs from time to time that provide for a discount or lesser royalty amount for a limited period of time. The agreement also typically requires that the franchisee pay Wendy's a technical assistance fee. The technical assistance fee is used to defray some of the costs to Wendy's for training, start-up and transitional services related to new and existing franchisees acquiring restaurants and in the development and opening of new restaurants.

**QUALITY IS OUR RECIPE, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
(In Thousands)

The Company also enters into development agreements with certain franchisees. The development agreement generally provides the franchisee with the right to develop a specified number of new Wendy's restaurants using the Image Activation design within a stated, non-exclusive territory for a specified period, subject to the franchisee meeting interim new restaurant development requirements.

The Company also earns revenue from affiliated entities for the use of the Securitization IP based on a percentage of sales of Wendy's company-operated restaurants in the U.S. and based on a percentage of sales of franchised restaurants in Canada.

Revenues based on a percentage of sales are generally due within the month subsequent to which the revenue was generated through sales at the franchised restaurant or Wendy's company-operated restaurant. Technical assistance fees and renewal fees are generally due upon execution of the related franchise agreement.

**Disaggregation of Revenue**

The following tables disaggregate revenue by primary geographical market and source for 2021, 2020 and 2019:

	<u>U.S.</u>	<u>Canada</u>	<u>Other International</u>	<u>Total</u>
<b>2021</b>				
Franchise royalty revenue	\$ 407,317	\$ —	\$ 23,011	\$ 430,328
Franchise fees	26,185	—	1,270	27,455
Revenue from affiliates	29,465	23,552	—	53,017
Total revenues	<u>\$ 462,967</u>	<u>\$ 23,552</u>	<u>\$ 24,281</u>	<u>\$ 510,800</u>
<b>2020</b>				
Franchise royalty revenue	\$ 373,162	\$ —	\$ 18,317	\$ 391,479
Franchise fees	18,008	—	644	18,652
Revenue from affiliates	28,934	19,373	—	48,307
Total revenues	<u>\$ 420,104</u>	<u>\$ 19,373</u>	<u>\$ 18,961</u>	<u>\$ 458,438</u>
<b>2019</b>				
Franchise royalty revenue	\$ 355,703	\$ —	\$ 20,509	\$ 376,212
Franchise fees	16,243	—	955	17,198
Revenue from affiliates	28,319	18,514	—	46,833
Total revenues	<u>\$ 400,265</u>	<u>\$ 18,514</u>	<u>\$ 21,464</u>	<u>\$ 440,243</u>

**Contract Balances**

The following table provides information about receivables and contract liabilities (deferred franchise fees) from contracts with customers:

	<u>Year End</u>	
	<u>January 2, 2022</u>	<u>January 3, 2021</u>
Accounts receivable, net	\$ 39,795	\$ 41,255
Receivables, which are included in "Due from affiliates, net"	1,007	868
Deferred franchise fees (a)	90,055	90,964

- (a) Includes the current and long-term portion of \$7,955 and \$82,100 as of January 2, 2022, respectively, and \$7,814 and \$83,150 as of January 3, 2021, respectively.



**QUALITY IS OUR RECIPE, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
(In Thousands)

Significant changes in deferred franchise fees are as follows:

	Year Ended		
	2021	2020	2019
Deferred franchise fees at beginning of period	\$ 90,964	\$ 93,893	\$ 95,441
Revenue recognized during the period	(18,810)	(8,381)	(8,546)
New deferrals due to cash received and other	17,901	5,452	6,998
Deferred franchise fees at end of period	<u>\$ 90,055</u>	<u>\$ 90,964</u>	<u>\$ 93,893</u>

***Anticipated Future Recognition of Deferred Franchise Fees***

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

**Estimate for fiscal year:**

2022	\$ 7,955
2023	5,847
2024	5,668
2025	5,501
2026	5,397
Thereafter	59,687
	<u>\$ 90,055</u>

**(3) Accounts Receivable, Net**

	Year End	
	January 2, 2022	January 3, 2021
Accounts receivable from franchisees	\$ 40,728	\$ 42,827
Allowance for doubtful accounts	(933)	(1,572)
	<u>\$ 39,795</u>	<u>\$ 41,255</u>

The following is an analysis of the allowance for doubtful accounts:

	Year Ended		
	2021	2020	2019
Balance at beginning of period:	\$ 1,572	\$ 1,561	\$ 2,538
Provision for doubtful accounts:			
Franchisees	(300)	293	(984)
Uncollectible accounts written off, net of recoveries	(339)	(282)	7
Balance at end of period:	<u>\$ 933</u>	<u>\$ 1,572</u>	<u>\$ 1,561</u>

**QUALITY IS OUR RECIPE, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
(In Thousands)

**(4) Intangible Assets**

The following is a summary of the components of intangible assets and the related amortization expense:

	Year End					
	January 2, 2022			January 3, 2021		
	Cost	Accumulated Amortization	Net	Cost	Accumulated Amortization	Net
Indefinite-lived:						
Trademarks	\$ 903,000	\$ —	\$ 903,000	\$ 903,000	\$ —	\$ 903,000
Definite-lived:						
Franchise agreements	333,000	(209,976)	123,024	333,000	(194,139)	138,861
Software	13,933	(13,222)	711	13,934	(12,155)	1,779
	<u>\$ 1,249,933</u>	<u>\$ (223,198)</u>	<u>\$ 1,026,735</u>	<u>\$ 1,249,934</u>	<u>\$ (206,294)</u>	<u>\$ 1,043,640</u>

**Aggregate amortization expense:**

<b>Actual for fiscal year:</b>	
2019	\$ 18,183
2020	17,965
2021	16,904
<b>Estimate for fiscal year:</b>	
2022	16,422
2023	15,963
2024	15,837
2025	15,837
2026	15,837
Thereafter	43,839

**(5) Income Taxes**

The provision for income taxes consisted of the following:

	Year Ended		
	2021	2020	2019
Current:			
State	\$ (15)	\$ (55)	\$ (36)
Foreign	(5,955)	(4,636)	(4,969)
Current tax provision	<u>(5,970)</u>	<u>(4,691)</u>	<u>(5,005)</u>
Deferred:			
State	145	(145)	4
Deferred tax benefit (provision)	145	(145)	4
Income tax provision	<u>\$ (5,825)</u>	<u>\$ (4,836)</u>	<u>\$ (5,001)</u>

The Company's deferred tax liability of \$126 and \$270 at January 2, 2022 and January 3, 2021, respectively, relates to trademarks and is included in "Other liabilities."

The income tax provision differs from the U.S. federal rate of 21% primarily because the Company is disregarded for U.S. federal income tax purposes. Therefore, the income tax provision consists primarily of foreign withholding taxes on certain royalties received from foreign franchisees.

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The accrued liability for the Company's proportionate share of taxable receipts in Texas is recorded as a payable to The Wendy's Company and was \$127 and \$172 as of January 2, 2022 and January 3, 2021, respectively. The Company's Texas income tax returns for 2017 and forward are open to examination but are not currently under exam.

As of January 2, 2022, the Company had no unrecognized tax benefits. During 2021, 2020 and 2019, the Company recognized \$88, \$87 and \$(46) of income (expense) for interest and \$37, \$46 and \$0 of income for penalties, respectively, related to uncertain tax positions. The Company had \$0 and \$88 accrued for interest as of January 2, 2022 and January 3, 2021, respectively, and \$0 and \$37 accrued for penalties as of January 2, 2022 and January 3, 2021, respectively.

**(6) Member's Equity**

On June 1, 2015, Wendy's Funding made an initial capital contribution of \$2,500 to the Company. Additionally, on June 1, 2015, in connection with the Securitization Transaction and the commencement of operations of the Company, Wendy's contributed to the Company all franchise agreements, development agreements and franchise-related agreements with respect to Wendy's restaurants franchised in the U.S. and all other countries, excluding Canada, and all franchisee notes with respect to Wendy's restaurants franchised in the U.S. and all future franchisee payments thereon. In addition, Wendy's contributed to the Company the Securitization IP, consisting of substantially all of the existing and after-acquired U.S., Canadian and international intellectual property, including software, and all future licensing fees. As a result of these capital contributions, the Company commenced operations with member's equity of \$1,174,666. During 2019, Wendy's made additional net non-cash capital contributions to the Company of \$(12), primarily for capital expenditures made by Wendy's on behalf of the Company. There were no additional capital contributions during 2021 and 2020.

The Company is required to distribute its excess cash flows to Wendy's Funding pursuant to an operating agreement with Wendy's Funding. Wendy's Funding uses the funds distributed to it by the Company to, among other things, service its debt obligations. The Company distributed \$503,507, \$444,553 and \$429,297 in 2021, 2020 and 2019, respectively, pursuant to this operating agreement.

**(7) Guarantees and Other Commitments and Contingencies**

***Senior Notes***

Wendy's Funding is the master issuer of outstanding senior secured notes under a securitized financing facility that was entered into in June 2015. As of January 2, 2022, the Master Issuer issued the following outstanding series of fixed rate senior secured notes: (i) 2.370% 2021-1 Class A-2-I with an initial principal amount of \$450,000; (ii) 2.775% 2021-1 Class A-2-II with an initial principal amount of \$650,000; (iii) 3.783% 2019-1 Class A-2-I with an initial principal amount of \$400,000; (iv) 4.080% 2019-1 Class A-2-II with an initial principal amount of \$450,000; and (v) 3.884% 2018-1 Class A-2-II with an initial principal amount of \$475,000 (collectively, the "Class A-2 Notes"). The outstanding principal balance under the Class A-2 Notes as of January 2, 2022 was \$2,332,500. In connection with the issuance of the Series 2021-1 Class A-2 Notes, the Master Issuer also entered into a revolving financing facility of Series 2021-1 Variable Funding Senior Secured Notes, Class A-1 (the "2021-1 Class A-1 Notes"), which allows for the drawing of up to \$300,000 on a revolving basis using various credit instruments, including a letter of credit facility. No amounts were borrowed under the 2021-1 Class A-1 Notes during 2021. The Class A-2 Notes and the 2021-1 Class A-1 Notes are collectively referred to as the "Senior Notes."

The Master Issuer's issuance of the 2021-1 Class A-1 Notes in June 2021 replaced the previous \$150,000 Series 2019-1 Variable Funding Senior Secured Notes, Class A-1 (the "2019-1 Class A-1 Notes") and \$100,000 Series 2020-1 Variable Funding Senior Secured Notes, Class A-1 (the "2020-1 Class A-1 Notes"). In March 2020, Wendy's Funding drew down \$120,000 under the Series 2019-1 Class A-1 Notes, which was fully repaid in July 2020. In June 2020, the Master Issuer issued the Series 2020-1 Class A-1 Notes.

The Senior Notes are secured by a security interest in substantially all of the assets of the Company, subject to certain limitations as set forth in the Indenture governing the Senior Notes and the related guarantee and collateral agreements.

Interest and principal payments on the Class A-2 Notes are payable on a quarterly basis. The requirement to make such quarterly principal payments on the Class A-2 Notes is subject to certain financial conditions set forth in the Indenture. The legal final maturity dates for the Class A-2 Notes range from 2048 through 2051. If the Master Issuer has not repaid or

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refinanced the Class A-2 Notes prior to their respective anticipated repayment dates, which range from 2026 through 2031, additional interest will accrue pursuant to the Indenture.

The 2021-1 Class A-1 Notes accrue interest at a variable interest rate based on (i) the prime rate, (ii) overnight federal funds rates, (iii) the London interbank offered rate (“LIBOR”) for U.S. Dollars or (iv) with respect to advances made by conduit investors, the weighted average cost of, or related to, the issuance of commercial paper allocated to fund or maintain such advances, in each case plus any applicable margin and as specified in the respective purchase agreements for the 2021-1 Class A-1 Notes. There is a commitment fee on the unused portions of the 2021-1 Class A-1 Notes, which ranges from 0.40% to 0.75% based on utilization. As of January 2, 2022, \$21,888 of letters of credit were outstanding against the 2021-1 Class A-1 Notes, which relate primarily to interest reserves required under the Indenture.

*Covenants and Restrictions*

The Senior Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) that the Master Issuer maintains specified reserve accounts to be used to make required payments in respect of the Senior Notes, (ii) provisions relating to optional and mandatory prepayments and the related payment of specified amounts, including specified make-whole payments in the case of the Class A-2 Notes under certain circumstances, (iii) certain indemnification payments in the event, among other things, the assets pledged as collateral for the Senior Notes are in stated ways defective or ineffective and (iv) covenants relating to recordkeeping, access to information and similar matters. The Senior Notes are also subject to customary rapid amortization events provided for in the Indenture, including events tied to failure to maintain stated debt service coverage ratios, the sum of global gross sales for specified restaurants being below certain levels on certain measurement dates, certain manager termination events, an event of default, and the failure to repay or refinance the Class A-2 Notes on the applicable scheduled maturity date. The Senior Notes are also subject to certain customary events of default, including events relating to non-payment of required interest, principal, or other amounts due on or with respect to the Senior Notes, failure to comply with covenants within certain time frames, certain bankruptcy events, breaches of specified representations and warranties, failure of security interests to be effective, and certain judgments. In addition, the Indenture and the related management agreement contain various covenants that limit the Company’s ability to engage in specified types of transactions, subject to certain exceptions, including, for example, to (i) incur or guarantee additional indebtedness, (ii) sell certain assets, (iii) create or incur liens on certain assets to secure indebtedness or (iv) consolidate, merge, sell or otherwise dispose of all or substantially all of its assets.

*Refinancing Transactions*

In June 2021, the Master Issuer completed a refinancing transaction under which the Master Issuer issued the Series 2021-1 Class A-2-I Notes and the Series 2021-1 Class A-2-II Notes. A portion of the net proceeds from the sale of the Series 2021-1 Class A-2 Notes were used to repay in full the Master Issuer’s outstanding Series 2015-1 Class A-2-III Notes and Series 2018-1 Class A-2-I Notes, including the payment of prepayment and transaction costs. As part of the June 2021 refinancing transaction, the Master Issuer also issued the 2021-1 Class A-1 Notes. The Series 2021-1 Class A-1 Notes replaced the Master Issuer’s \$150,000 Series 2019-1 Class A-1 Notes and \$100,000 Series 2020-1 Class A-1 Notes, which were canceled on the closing date, and the letters of credit outstanding against the Series 2019-1 Class A-1 Notes were transferred to the Series 2021-1 Class A-1 Notes.

In June 2019, the Master Issuer completed a refinancing transaction under which the Master Issuer issued the Series 2019-1 Class A-2-I Notes and the Series 2019-1 Class A-2-II Notes. The Master Issuer’s outstanding Series 2015-1 Class A-2-II Notes were redeemed as part of the transaction. As part of the June 2019 refinancing transaction, the Master Issuer also issued the 2019-1 Class A-1 Notes. The Company’s previous Series 2018-1 Class A-1 Notes were canceled on the closing date and the letters of credit outstanding against the Series 2018-1 Class A-1 Notes were transferred to the 2019-1 Class A-1 Notes.

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*Management Agreement*

The Company, a certain other limited-purpose, bankruptcy remote, wholly-owned indirect subsidiary of Wendy's and the Master Issuer (collectively, the "Securitization Entities") have entered into a management agreement with Wendy's and the indenture trustee (the "Management Agreement"), whereby Wendy's will act as the manager (the "Manager") of the development and franchising of Wendy's restaurants. The primary responsibilities of the Manager under the Management Agreement are to administer collections and otherwise manage the pledged assets on behalf of the Securitization Entities, and to perform certain franchising, marketing, real estate, intellectual property and operational and reporting services on behalf of the Securitization Entities. Fees paid to the Manager and other costs incurred by affiliates are not allocated to the Company. As a result, the Company's results of operations may not be indicative of those that would be achieved if the Company had operated as an unaffiliated company on a stand-alone basis.

*Pledged Assets*

The following is a summary of the Company's assets pledged as collateral for debt held by the Master Issuer:

	<b>Year End</b>
	<b>January 2, 2022</b>
Cash	\$ 2,452
Accounts receivable, net	39,795
Intangible assets	1,026,735
	<u>\$ 1,068,982</u>

*Franchisee Image Activation Incentive Programs*

In order to promote new restaurant development, Wendy's has an incentive program for franchisees that provides for technical assistance fee waivers and reductions in royalty and national advertising payments for up to the first two years of operation for qualifying new restaurants opened prior to December 31, 2022. In addition, Wendy's has a restaurant development incentive program that provides for incremental reductions in royalty and national advertising payments for up to the first two years of operation for qualifying new restaurants for existing franchisees that sign up for the program under a new development agreement, or through an extension of their existing development agreement, and commit to incremental development of new Wendy's restaurants. Under any extended development agreements, franchisees are also eligible for technical assistance fee waivers for restaurants opened one year in advance of their original development schedule so long as the restaurants are opened prior to December 31, 2022. Wendy's also provides franchisees with the option of an early 20-year or 25-year renewal of their franchise agreement upon completion of reimagining utilizing certain approved Image Activation reimage designs.

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**(8) Transactions with Related Parties**

The Company receives royalties from affiliated entities associated with the licensing of the Securitization IP as discussed in Note 1. During 2021, 2020 and 2019, the Company recognized such royalty revenue of \$53,017, \$48,307 and \$46,833, respectively, which has been recorded to “Revenue from affiliates” in the accompanying statements of operations. Receivables from affiliates as of January 2, 2022 and January 3, 2021 were \$1,007 and \$868, respectively, and included amounts due to the Company for royalties. The Company owes Wendy’s \$171 and \$220 for reimbursement of amounts paid or to be paid by Wendy’s for other incurred expenses as of January 2, 2022 and January 3, 2021, respectively. These amounts have been recorded to “Due from affiliates, net” in the accompanying balance sheets.

Certain family members and affiliates of Mr. Nelson Peltz, Chairman of The Wendy’s Company, and Mr. Peter May, Senior Vice Chairman of The Wendy’s Company, as well as Mr. Matthew Peltz, Vice Chairman of The Wendy’s Company, hold indirect, minority ownership interests in operating companies managed by Yellow Cab Holdings, LLC (“Yellow Cab”), a Wendy’s franchisee, that as of January 2, 2022 owned and operated 84 Wendy’s restaurants (including 54 Wendy’s restaurants acquired from NPC Quality Burgers, Inc. (“NPC”) during the first quarter of 2021 as described below). During 2021 and the fourth quarter of 2020, the Company recognized \$5,114 and \$596, respectively, in royalty and other income from Yellow Cab and related entities. As of January 2, 2022 and January 3, 2021, \$497 and \$152, respectively, was due from Yellow Cab for such income, which is included in “Accounts receivable, net.”

In November 2020, The Wendy’s Company submitted a consortium bid together with a group of pre-qualified franchisees (of which Yellow Cab was a member) to acquire the Wendy’s restaurants owned by NPC, formerly The Wendy’s Company’s largest franchisee, which filed for chapter 11 bankruptcy in July 2020. On January 7, 2021, following a court-approved mediation process, Yellow Cab was selected as the purchaser for 54 of NPC’s Wendy’s restaurants.

**WENDY'S TECHNOLOGY  
PRODUCTS AND SERVICES AGREEMENT**

This **WENDY'S TECHNOLOGY PRODUCTS AND SERVICES AGREEMENT** (this "Agreement"), effective as of \_\_\_\_\_ ("Effective Date"), is a legal contract between you (the entity on whose behalf you are approving this Agreement) ("you" or "Franchisee") and WENDY'S TECHNOLOGY, LLC ("Company"), confirming the terms and conditions applicable to your use of certain products and services. Each of Franchisee and Company may sometimes be referred to as a "party," and they may sometimes be referred to collectively as "parties." The parties hereby agree as follows:

**1. Definitions**

Initially capitalized terms used but not defined elsewhere in this Agreement shall have the following meanings:

1.1 "Affiliate" means any entity which, directly or indirectly, controls, is controlled by, or is under common control with, Company.

1.2 "Approved Items" means such menu items, products, services and related items, including without limitation, promotional and premium items, as have been expressly approved for sale in writing by QIOR (as defined below) pursuant to a Franchise Agreement.

1.3 "Franchisee" means (i) the person or entity entering into this Agreement, and (ii) each entity and individual who is a "Franchisee"/"Franchise Owner" as defined in the Franchise Agreement.

1.4 "Franchise Agreement" means the Quality Is Our Recipe, LLC ("QIOR") Unit Franchise Agreement and all other franchise agreements between QIOR and Franchisee that may be in force at any time.

1.5 "Gross Revenue" means all revenue from the sale of all Approved Items and all other income of every kind and nature related to the Restaurants or their premises, including proceeds of any business interruption insurance, and the sale of any promotional or premium items, whether for cash or credit, and regardless of collection in the case of credit, but shall not include (i) any sales taxes or other taxes collected from customers by Franchisee for transmittal to the appropriate taxing authority, (ii) the amount of refunds made to customer, and (iii) any amounts from coupon or discount programs approved by QIOR for which Franchisee is not reimbursed.

1.6 "Products and Services" means certain products and services, including those identified in the Information Security Section of the Operations Standards Manual, that Franchisee is required to purchase, as more fully described in Schedule 1.

1.7 "Restaurants" means the "Wendy's"/"Wendy's Old Fashioned Hamburgers" restaurants that are owned by Franchisee. Restaurants shall include any new restaurants built or purchased by Franchisee during the term of this Agreement.

1.8 "Schedule" means a schedule or other document incorporated herein by reference that sets forth the Products and Services to be purchased by Franchisee, the fees to be paid for such Products and Services and/or any additional terms and conditions applicable to such Products and Services.

1.9 "Software" means software identified in Schedule 1.

## 2. Term

2.1 General. This Agreement shall commence upon the Effective Date and will continue through December 31, 20\_\_\_\_, unless otherwise terminated as provided in this Agreement. Thereafter, this Agreement will automatically renew for successive one (1) year periods, unless Company notifies Franchisee that it does not wish to renew this Agreement upon at least thirty (30) days' written notice prior to the end of the then-current term.

2.2 Franchise Agreement Term. Products and Services will commence on the Effective Date and continue throughout the remaining term of the respective Franchise Agreements, or any extension or renewal thereof, unless this Agreement is sooner terminated in accordance with its terms. This Agreement will automatically terminate upon any termination or expiration of all Franchise Agreements with Franchisee.

## 3. Products and Services

3.1 Description of Products and Services. Company has identified certain Products and Services to be purchased by Franchisee, including the attached Schedule 1 and in the Operations Standards Manual, policy statements, or bulletins.

3.2 Approved Suppliers. As an approved supplier, Company or its Affiliates will provide the Products and Services in accordance with the Franchise Agreement, the Information Security Section of the Operations Standards Manual, this Agreement and the Schedules to this Agreement. Franchisee agrees to purchase the Products and Services only from approved suppliers.

3.3 PCI-DSS Documentation. To the extent applicable to the Products and Services, a matrix outlining Franchisee's responsibility for PCI-DSS compliance and Company's role in supporting Franchisee in achieving its responsibility will be available upon request. The responsibility matrix is intended for use by Franchisee and its qualified security assessor for use in the PCI compliance audit process. In addition to what is described in the responsibility matrix, Franchisee is ultimately responsible for all PCI requirements related to Franchisee-maintained software and systems.

3.4 Changes to Products and Services. Company may discontinue, update or amend any Products and Services identified in Schedule 1, including, without limitation, any obligations of the Franchisee related thereto, upon at least thirty (30) days' written notice to Franchisee. Franchisee agrees to obtain all Products and Services designated from time to time by Company.

3.5 Franchisee Obligations. Franchisee shall provide Company with information, assistance, or access to its personnel and systems as reasonably necessary for Company to provide the Products and Services. From time to time, Company may need to contact Franchisee's providers in connection with performing certain Services. By accepting and agreeing to the terms and conditions of this Agreement, Franchisee hereby authorizes Company to act on Franchisee's behalf for the purpose of opening tickets, obtaining information (including, without limitation, information about transactions, processing, and chargebacks), requesting configuration changes for firewalls and other software, implementing fraud prevention measures, and taking such other steps (e.g., implementing updates or making changes to software, networks or systems as required to ensure and maintain the proper operation of the Products and Services) as Company determines, in its reasonable discretion, are necessary or appropriate to provide such Services; provided that Company will communicate with Franchisee in advance of any such action on Franchisee's behalf for which it is expected that Franchisee will incur additional costs. Franchisee shall be responsible for the actions of its employees, officers, contractors, representatives and agents to comply with this Agreement and all applicable license terms. Franchisee is responsible for access management with respect to the Products and Services, including, without limitation, terminating access



(or notifying Company to terminate access) for its employees, officers, contractors, representatives and agents. Franchisee agrees that its use of the Products and Services under this Agreement will comply with all applicable laws.

3.6 Prior Agreements. As of the Effective Date, this Agreement supersedes and replaces in its entirety any other previous products and services agreement (including all schedules thereto) or other agreement between Franchisee and Company or any of its Affiliates related to the subject matter of this Agreement and/or its Schedules (collectively, "Prior Agreements"), and the terms of this Agreement and the Schedules to this Agreement supersede and replace all Prior Agreements and any schedules entered into thereunder.

#### **4. Licenses**

4.1. License to Use Software. Certain Products and Services may require Franchisee to enter into a separate Software license agreement with either Company or a third-party service provider. Use of Software will be subject to the terms and conditions of this Agreement and any license agreement applicable to such Software. Any Software license is effective only during the term of this Agreement. It is expressly understood and agreed that the licenses or rights for access granted to Franchisee are temporary, limited, personal, non-exclusive, non-assignable, and non-transferable, except as otherwise set forth herein and in the applicable license agreement.

4.2. Restrictions on Use. Except as provided herein or in any license agreement applicable to the Software, Franchisee is strictly prohibited from making any modifications, enhancements or other adaptations and customizations to, and from otherwise preparing derivative works of, any Software, whether through the use of its own employees or independent contractors. Franchisee shall not disassemble, decompile, decode, reverse engineer, reprint, transcribe, extract, adapt, translate or modify the Software, or any portion thereof, without the express written consent of Company.

4.3. No Other Rights Granted. Apart from the license rights granted in this Agreement or any license agreement applicable to the Software, this Agreement does not grant to Franchisee any ownership, right, title, or interest, nor any security interest or other interest, in the Software or in any intellectual property rights therein.

#### **5. Fees and Payment**

5.1 Fees. The fees for the Products and Services shall be as set forth in Schedule 2 and shall be invoiced by Company or its Affiliates to Franchisee in accordance with the terms of such Schedule.

5.2 Taxes. Any sales, use, excise, value-added or ad valorem taxes levied or imposed upon operations reasonably required in the complete performance of this Agreement, except for taxes imposed upon the net income, gross receipts or net worth of Company or its Affiliates, shall be the responsibility of Franchisee (including any interest or penalties), and Franchisee shall indemnify and hold harmless Company and its Affiliates for any such amount that Company or its Affiliates are required to pay, or reasonably chooses to voluntarily pay, to any taxing authority. Company or its Affiliates agree to take all reasonably necessary steps to bill to and collect from Franchisee, and to report and pay directly to the appropriate taxing authority, any federal, state or local sales or use tax, or other excise tax, imposed upon or measured by any payment Franchisee is required to make to Company or its Affiliates under this Agreement. At Franchisee's written request, which must be timely given to Company, and entirely at Franchisee's expense, which shall include all litigation expenses such as, but not limited to, attorneys' fees, Company or its Affiliates will cooperate with Franchisee as is reasonably necessary in contesting any assessment or threat of assessment of tax, or related fee, penalty, late charge, or interest, for which Franchisee is liable under this Section 5.2.

5.3 Changes to Fees. Notwithstanding any other provision of this Agreement, Company may update or amend the fees and payment terms set out in Schedule 2 upon at least thirty (30) days' written notice to Franchisee. Franchisee agrees to pay all fees for the Products and Services as designated from time to time by Company.

## **6. Allocations of Risk**

6.1 Representations and Warranties. You represent that you have obtained any consent you require from your management, your board of directors and any third parties to the extent consent is necessary to authorize you to enter into and perform this Agreement. You warrant that the representations set forth in this Agreement will remain true throughout the term of this Agreement and that full performance of your duties under this Agreement will not conflict with your performance under any other legally binding agreement. You agree that, in the event that any of your representations or warranties under this Agreement ceases to be true or accurate, you will promptly provide written notice to Company.

6.2 General Disclaimers. YOU REPRESENT THAT YOU ARE ENTERING INTO THIS AGREEMENT WITHOUT RELYING UPON ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT OR DOCUMENTS INCORPORATED HEREIN. ACCORDINGLY, YOU AGREE TO ASSUME ALL RISKS FROM USE OF THE PRODUCTS AND SERVICES AND ACKNOWLEDGE THAT THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND "WITH ALL DEFECTS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE AND/OR QUIET ENJOYMENT, AND ALL WARRANTIES THAT MAY OTHERWISE BE IMPLIED. NO WARRANTIES ARE MADE ON THE BASIS OF TRADE USAGE, COURSE OF TRADE, OR COURSE OF PERFORMANCE.

6.3 Limitation of Liability. YOU AGREE THAT COMPANY, WENDY'S INTERNATIONAL, LLC, WENDY'S DIGITAL, LLC, QIOR AND THEIR RESPECTIVE AFFILIATES (COLLECTIVELY, THE "WENDY'S ENTITIES") WILL HAVE NO LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING THEORIES OF CONTRACTUAL LIABILITY, TORT LIABILITY, OR STRICT LIABILITY), NOR ANY LIABILITY FOR LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION, EVEN IF THEY KNEW OR SHOULD HAVE KNOWN THAT THOSE KINDS OF DAMAGES WERE POSSIBLE. THE WENDY'S ENTITIES' MAXIMUM CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL NEVER EXCEED THE AGGREGATE AMOUNT PAID BY FRANCHISEE UNDER THIS AGREEMENT DURING THE PRECEDING TWELVE (12) MONTHS PRIOR TO THE ALLEGED ACT OR OMISSION GIVING RISE TO SUCH LIABILITY. YOU IRREVOCABLY WAIVE ANY AND ALL CLAIMS THAT YOU HAVE OR MAY HAVE IN THE FUTURE AGAINST THE WENDY'S ENTITIES FOR DIRECT DAMAGES IN EXCESS OF THE FOREGOING LIMIT. YOU ACKNOWLEDGE THAT THIS SECTION IS AN ESSENTIAL PART OF THIS AGREEMENT, ABSENT WHICH THE ECONOMIC TERMS AND OTHER PROVISIONS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

6.4 Indemnity. Franchisee shall indemnify and hold harmless the Wendy's Entities and their officers, directors, members and shareholders, from and against any and all third party claims, suits,

losses, liabilities, damages, settlements, costs and expenses, including reasonable attorneys' fees, which are based on, relate to or arise from breach of this Agreement or use of the Software or the Products and Services by Franchisee or Franchisee's employees, officers, contractors, representatives and agents, including without limitation, Franchisee's violation of any licenses or sublicenses granted hereunder or of any license agreement otherwise applicable to the Software, failure to adhere to PCI standards, violation of any Privacy and Data Security Laws (defined below), or any unauthorized access or compromise of Franchisee's systems. Franchisee shall also indemnify the Wendy's Entities for any claims arising out of any failure to comply with Franchisee's responsibilities as set forth in the Information Security Section of the Operations Standards Manual. Company agrees to promptly notify Franchisee in writing of any such claim and cooperate reasonably in the defense thereof. "Privacy and Data Security Laws" means all domestic and international privacy and data protection laws, rules, regulations, best practices and regulatory guidance relating to privacy, data security, cybersecurity and Personal Information. "Personal Information" shall have the meaning of such term or like terms set forth in the Privacy and Data Security Laws and industry guidance such as PCI-DSS.

If a third party makes a claim against Franchisee that Products and Services furnished by Company under this Agreement and used by Franchisee infringe the third party's patent rights, the Company will defend Franchisee against the claim and indemnify the Franchisee from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or settlement agreed to by the Company, if the Franchisee does all of the following: (a) notifies the Company promptly in writing, not later than 30 days after the Franchisee receives notice of the claim (or sooner if required by applicable law); (b) gives the Company sole control of the defense and any settlement negotiations; and (c) gives the Company the information, authority and assistance the Company needs to defend against or settle the claim. The Company, in its sole discretion, may choose to modify the services to be non-infringing, obtain a license to allow for continued use, terminate the services and refund any unused, prepaid fees for such services, or take other reasonable action. The Company will not indemnify the Franchisee if the Franchisee alters such services, uses such services outside the scope of their identified use, or uses an out of date version of such services. The Company will not defend or indemnify the Franchisee to the extent that an infringement claim is based upon any services not furnished by the Company or based on any services provided from a third party source. This section provides the parties' exclusive remedy for any infringement claims or damages.

## **7. General**

This Agreement will be governed by the laws of the State of Ohio. For purposes of all claims brought under this Agreement, each of the parties hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Franklin County, Ohio. You acknowledge that Company will have the right to seek an injunction if necessary to prevent a breach of your obligations hereunder. Except as expressly provided in this Agreement, any waiver of a breach of or right hereunder will not constitute a waiver of any other or subsequent breach or right. If any provision herein shall be held by a court of competent jurisdiction to be contrary to law, that provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions herein will remain in full force and effect. Any notice to be given to a party under this Agreement shall be addressed (a) to Franchisee at its official mailing address on file with Company and (b) to Company as follows: Wendy's Technology, LLC, One Dave Thomas Boulevard, Dublin, OH 43017, Attn: Chief Information Officer. You may not assign this Agreement without Company's prior written consent and any attempted or purported assignment by you shall be null and void. This Agreement, which includes this Agreement and all Schedules, exhibits and other documents attached hereto or incorporated herein by reference, constitutes the entire agreement, understanding and representations, expressed or implied, of the parties with respect to the subject matters described herein, and supersedes all prior written and oral communications, agreements, letters of intent, representations,

# EXHIBIT U

warranties, statements, negotiations, understandings and proposals, with respect to such subject matters. Except as otherwise expressly stated in this Agreement, the terms of this Agreement may not be amended or modified without the written agreement of you and Company.

The undersigned represents, warrants and agrees that: (i) he or she is a named "Franchisee"/"Franchise Owner" or an officer of a named "Franchisee"/"Franchise Owner" under the Franchise Agreement(s) for the Restaurant(s); (ii) he or she is specifically authorized to sign and deliver this Agreement on behalf of all persons, corporations, partnerships, and other legal entities constituting the named "Franchisee(s)"/"Franchise Owner(s)" under the Franchise Agreement(s) for the Restaurant(s); and (iii) this Agreement constitutes a valid, binding and irrevocable legal obligation of all such named "Franchisee(s)"/"Franchise Owner(s)" and any guarantors of the Franchise Agreement(s) for the Restaurant(s).

### **FRANCHISEE:**

Sign: \_\_\_\_\_

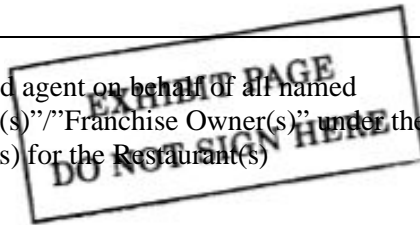
as authorized agent on behalf of all named "Franchisee(s)"/"Franchise Owner(s)" under the Franchise Agreement(s) for the Restaurant(s)

Print name: \_\_\_\_\_

Franchise Group: \_\_\_\_\_

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

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



**SCHEDULE 1**  
**to Wendy's Technology Products and Services Agreement**

*[Full Support with Wendy's Help Desk]*

**Products and Services; Obligations**

This Schedule 1 (this "Schedule") is attached to and made a part of the Wendy's Technology Products and Services Agreement between Company (sometimes referred to herein as "Wendy's") and Franchisee (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. In the event of a conflict between this Schedule and the Agreement, the terms of this Schedule will control.

**Wendy's Technology Products and Services**

Company and Franchisee agree that the Products and Services to be provided by Company or its Affiliates pursuant to the Agreement are as set out below.

Service Category	Service Description
<p><b><i>Program Management</i></b></p>	<p><b><u>WeTech Governance</u></b></p> <p>Wendy's will produce and maintain a Service Catalog reflecting the service offering being delivered in Schedule 1 and will review and update it on a regular cadence.</p> <p>Wendy's will monitor program service delivery trends while providing overall program governance support to Franchisees. Support to Franchisees could include program advisory oversight, communications, metrics reporting and contract management support.</p> <hr/> <p><b><u>WeTech Billing and Financial Reporting</u></b></p> <p>Wendy's will provide site-level WeTech service billing to the Franchisee entities for payment per Schedule 2 to Wendy's Technology Products and Services Agreement, as may be amended from time to time.</p> <p>Wendy's will provide Aloha hosting, maintenance and mobile ordering billing support. For clarification and to avoid confusion, the fee schedule set forth in Schedule 2 and associated invoice includes the fees for WeTech, Wendy's HelpDesk, and Aloha fees (including existing hosting and maintenance fees and the newly introduced mobile ordering / pay and online application modules), along with existing scanner hardware maintenance provided by Stratix.</p> <p>Wendy's will support Franchisee billing escalations as well as process payments to accounts receivable.</p>
<p><b><i>Compliance</i></b></p>	<p><b><u>Franchise PCI Documentation</u></b></p> <p>Ultimate responsibility for PCI compliance resides with Franchisee, regardless of how specific items may be allocated between Company and Franchisee.</p> <p>Wendy's will create and maintain a PCI Support Packet and Hardening Guide supporting the PCI DSS Standards that will assist Franchisees in completing their annual PCI assessment.</p> <p>A matrix outlining Franchisee's responsibility for PCI compliance and Company's role in supporting Franchisee in achieving its responsibility through the Services is available upon request.</p>

**EXHIBIT U**

Wendy's Technology Products and Services Agreement  
 Schedule 1 – Products and Services  
 U.S. Full Support with Wendy's Help Desk

Service Category	Service Description
	<p><b><u>IT Risk Assessments</u></b>            Wendy's will obtain service provider Attestations of Compliance (AOCs) and monitor and report approved technology service provider PCI compliance status on a regular cadence.</p> <p><b><u>General Requests/Questions Support</u></b>            Wendy's will use commercially reasonable efforts to answer additional compliance questions from Franchisees or their assessors regarding Wendy's Standard Aloha POS systems.</p> <p><b><u>Wendy's Standard Aloha POS Penetration Testing</u></b>            Wendy's will perform regular penetration testing and generate findings analysis and reporting with remediation for the Wendy's Standard Aloha POS systems within the Wendy's Imaging lab.</p>
<p><b><i>Networking &amp; Infrastructure Support</i></b></p>	<p><b><u>AWS DNS Support</u></b>            Wendy's will supply Domain Name System (DNS) services for the AWS environment for all Franchise locations. This includes securing the AWS infrastructure, monitoring for system availability, and assisting Franchisees with their AWS DNS reviews.</p> <p><b><u>Network Infrastructure Support</u></b>            Wendy's will maintain the required infrastructure to allow Franchisees access to required Wendy's applications. This includes maintaining the standard Fortinet Firewall configurations on the Aloha and Payments networks to allow for secure functionality for Wendy's systems. Wendy's performs necessary infrastructure upgrades, configuration rule updates, and maintains infrastructure such as Netscalers, Akamai services, firewalls, servers, and DNS.</p> <p><b><u>MNSP Firewall Escalation</u></b>            Wendy's will work with approved MNSPs to ensure they follow best practices and Wendy's Fortinet Firewall Standards and meet defined SLAs, providing escalation when necessary.             Wendy's will review proposed updates to the firewall standard configuration, test changes in the lab and work with MNSPs as they execute system deployments.</p> <p><b><u>Network Time Protocol (NTP)</u></b>            In order to correlate POS and Payment log data, system times must be consistent. Wendy's will maintain the technology software and hardware required to support standard Network Time Protocol (NTP) for the Wendy's system including the hosting and maintenance of two NTP servers.</p>

# EXHIBIT U

Wendy's Technology Products and Services Agreement  
 Schedule 1 – Products and Services  
 U.S. Full Support with Wendy's Help Desk

Service Category	Service Description
<b><i>Identity &amp; Access Management (IAM)</i></b>	<p><b><u>Identity &amp; Access Management (IAM) Support</u></b></p> <p>Wendy's will maintain the systems required to enable Franchisee system access to WeConnect and other key legacy Wendy's applications including federated single sign on, web access management, multifactor authentication as well as risk-based authentication.</p> <p>Wendy's will provide a privileged access management system to enable ongoing password management of the Kiosk local ids.</p> <p>Designated Franchisee Primary Account Manager (PAM) and Secondary Account Managers (SAMs) are responsible for determining which employees will be able to access WeConnect and all other Applications managed and are responsible to update their associates in the access management system.</p>
<b><i>Anti-Fraud</i></b>	<p><b><u>Anti-Fraud Support</u></b></p> <p>Wendy's will select and provide anti-fraud tools and measures which can help detect and prevent sophisticated card fraud by providing fraud monitoring and escalation for Card Present POS/Kiosk, Card Not Present Mobile/Web, Loyalty, E-Coupons, and E-Offers transactions.</p>
<b><i>CyberSecurity Operations</i></b>	<p><b><u>Skimmers/Other Suspicious Devices</u></b></p> <p>Franchise restaurant teams must be on the look-out for skimmers and other suspicious devices during daily POS, Kiosk and Payment terminal inspections in accordance with PCI requirements. Upon notification of a suspicious device finding, Wendy's Corporate Security will engage authorities and Wendy's will provides critical incident response services related to data security.</p> <p><b><u>Patch Compliance Verification</u></b></p> <p>Wendy's will regularly monitor system patch compliance on the Wendy's Standard Aloha POS systems. Remediation requests will be made to the Wendy's product owner and tracked for resolution as needed.</p> <p><b><u>Vulnerability Scans for Wendy's Standard Aloha</u></b></p> <p>Wendy's will perform regular cadence vulnerability scanning of the Wendy's Standard Aloha POS systems image in a Wendy's lab environment by replicating the Wendy's Standard Aloha POS systems, and will provide risk remediation guidance to Wendy's Imaging team as needed, but the ultimate responsibility for vulnerability scanning and remediation lies with Franchisees. Franchisees must partner with their approved MNSP third-party provider for remediation support as needed.</p> <p><b><u>Vulnerability Report Review</u></b></p> <p>Wendy's will review Franchisee vulnerability scans on Wendy's Standard Aloha POS systems upon request; up to 1 request per month per franchise organization. Scans must be submitted in an acceptable file format (.cvs or .nessus) and must use the Wendy's Restaurant IP/naming scheme to properly identify devices. Wendy's will create remediation service requests as appropriate for Wendy's Standard Aloha POS system needs.</p>

# EXHIBIT U

Wendy's Technology Products and Services Agreement  
Schedule 1 – Products and Services  
U.S. Full Support with Wendy's Help Desk

Service Category	Service Description
	<p><b><u>Endpoint Security Agent Support</u></b></p> <p>Wendy's will provide an industry standard third-party Anti-Virus software for Wendy's Standard Aloha POS systems, Y-lane, digital video recorders (DVRs), and Kiosks.</p> <p>Wendy's will provide Anti-Virus support through the review and maintenance of firewall configurations for proper NTP, reporting, troubleshooting and general support for Anti-Virus software.</p> <p>Wendy's will respond to virus/malware detections, remediating traditional malware/virus infections where quarantine is not possible. In cases where Franchisee's anti-virus software identified cannot remove malware, Wendy's may recommend reimaging the device at the cost to the Franchisee.</p>
<i>Help Desk</i>	<p><b><u>Restaurant Help Desk Support Services</u></b></p> <p>Upon receipt of a call or email by Franchisee, Wendy's will provide Level 1 and Level 2 Help Desk Support Services to Franchisee's Restaurants 7 days a week, 24 hours a day, 365 days a year basis including ticket and problem management support. Support includes:</p> <ul style="list-style-type: none"><li>• Creating a report of the issue.</li><li>• Troubleshooting and attempting to resolve the reported issue remotely which could include remote reimaging as needed.</li><li>• Scheduling/coordinating vendor or replacement hardware (as needed).</li><li>• Monitor progress on the issue.</li><li>• Confirming resolution with Restaurant personnel.</li></ul>
<i>Escalated Support</i>	<p><b><u>Restaurant Technology Escalated Support</u></b></p> <p>Wendy's will provide Level 3 Escalated Support for critical Restaurant systems when there are issues impacting business operations regardless of Help Desk provider.</p> <p>Level 2 Support escalation requires Wendy's Escalated Support team to provide additional troubleshooting, root cause analysis and may engage other Subject Matter Experts (SMEs) as well as vendors as appropriate to assist with troubleshooting and issue resolution.</p>



# EXHIBIT U

Service Category	Service Description
<b><i>Restaurant Patching</i></b>	<p><b><u>Restaurant Patching / Vulnerability Management</u></b></p> <p>As vulnerabilities are identified, Wendy's will determine the risks and remediation and work with the appropriate teams to deploy security patches and/or solutions to the Wendy's Standard Aloha POS systems or implement an appropriate mitigation plan.</p> <ul style="list-style-type: none"> <li>○ Monthly Patch Testing</li> <li>○ Monthly Patch Deployment</li> <li>○ Gap Analysis &amp; Remediation</li> <li>○ Out of Cycle Patching</li> <li>○ Create Deployment/ Configuration Package</li> </ul> <p>Wendy's will deploy required application and operating system patching support using an industry third party software on the Wendy's Standard Aloha POS systems defined in the Wendy's Restaurant Technology Buyer's Guide or other current Wendy's-approved buying guide available on the Technology Services&gt;Restaurant Technology page of the WeConnect site.</p>
<b><i>Restaurant Deployment</i></b>	<p><b><u>Restaurant Deployment</u></b></p> <p>Wendy's will distribute software and components made available by Aloha as appropriate for purposes of Franchisee's obligation to satisfy PCI requirements or check that compensating controls exist, while ensuring business driven enhancements function appropriately as security updates are required.</p> <p>Wendy's will update the Administrator Password accounts on the Wendy's Standard Aloha POS systems on a regular basis in accordance with Wendy's policies. Administrator Passwords will be updated on any device in the Cardholder Data Environment (CDE) which includes:</p> <ul style="list-style-type: none"> <li>○ Wendy's Aloha Server</li> <li>○ Wendy's Standard Aloha POS</li> <li>○ Wendy's Kitchen Devices</li> <li>○ Kiosk</li> <li>○ Payment Network Switch</li> </ul>
<b><i>Remote Imaging</i></b>	<p><b><u>Remote Imaging</u></b></p> <p>Wendy's may deploy standard Windows images, which services may include backup and reinstallation of a limited amount of locally-stored Aloha transactional/sales data on applicable restaurant server(s).</p>

# EXHIBIT U

Service Category	Service Description
<i>Payment</i>	<p><b><u>U.S. Payment System Support Services</u></b></p> <p>Wendy's will execute ongoing payment application configuration and training with Help Desk providers as required.</p> <p>Franchisee's existing Help Desk provider will handle Level 1 and Level 2 support, with Company providing Level 3 Support Services for Franchisee's payment system upon escalation.</p> <ul style="list-style-type: none"><li>• <i>Level 1 Support</i> – Franchisee contacts your current Help Desk provider.</li><li>• <i>Level 2 Support</i> – Level 1 support will automatically escalate to Level 2 support if warranted. Franchisee may also escalate to Level 2 support within your current Help Desk provider's support escalation process.</li><li>• <i>Level 3 Support</i> – In the event the issue cannot be resolved by Level 1 or Level 2 support, Company will provide Level 3 support. If Franchisee's current Help Desk provider is Company or Dumac, Level 3 Support Services will be automatically engaged. Level 3 Support Services may include:<ul style="list-style-type: none"><li>○ Continued troubleshooting of the issue.</li><li>○ Recommending and initiating hardware replacement where necessary or appropriate.</li><li>○ Depending on the device in question, scheduling a service call for hardware replacement and configuration.</li><li>○ Monitoring progress on the issue.</li><li>○ Confirming resolution with Restaurant personnel.</li></ul></li></ul>
	<p><b><u>U.S. Payment Device Support Services</u></b></p> <p>Wendy's will provide the following Payment Device Support Services:</p> <ul style="list-style-type: none"><li>• Payment terminal moves, adds or changes and updating the estate management system accordingly.</li><li>• Modifying payment processing rules.</li><li>• Payment terminal encryption key updates.</li><li>• Processes required for PCI compliance (within the scope of this Schedule).</li><li>• Maintain PCI required service provider compliance certification.</li></ul>
	<p><b><u>Estate Management Services</u></b></p> <p>Wendy's will provide Estate Management Services to assess and track the Payment Entry Devices (PEDs/Pin Pads) for PCI compliance. E-Socket-POS (ESP Boxes) are out of scope for Estate Management PCI compliance. Upon Franchise request, Wendy's will report Franchise Estate Management compliance status.</p>

# EXHIBIT U

Service Category	Service Description
<i><b>POS Development</b></i>	<p><b><u>POS Development</u></b></p> <p>Wendy's will distribute software and components made available by Aloha as appropriate for purposes of Franchisee's obligation to satisfy PCI requirements or check that compensating controls exist, while ensuring business driven enhancements function appropriately as security updates are required.</p> <p>As vulnerabilities are identified, Wendy's will work with NCR to provide remediation support on the Wendy's Standard Aloha POS systems as well as perform mitigation planning where patching solutions are not an option.</p> <p>Wendy's will coordinate as needed to ensure QA Testing and validation in lab prior to deployment.</p>
<i><b>Software Development</b></i>	<p><b><u>Restaurant Software Development</u></b></p> <p>Wendy's will provide services related to initial setup and configuration of technologies for site readiness and deployment.</p> <p>Wendy's will provide general support and coordination for onboarding systems for Administrative Password Change Services.</p>
<i><b>Image Development</b></i>	<p><b><u>Image Development</u></b></p> <p>Wendy's follows the Center for Internet Security's (CIS) Critical Security Controls (CSC) framework. All images will follow the CSC and Wendy's guidelines for hardening standards.</p> <p>Wendy's will create Standard Aloha images that are tested, hardened, and distributed to certified vendor partners on a regular cadence, with the latest POS software updates, operating system patches and security updates.</p>
<i><b>Software QA</b></i>	<p><b><u>Restaurant Software QA</u></b></p> <p>Wendy's will provide testing, release and approvals validating and certifying Wendy's Standard Aloha images meet the Wendy's guidelines for hardening standards.</p> <p>Wendy's will perform Restaurant patch quality assurance through software patch testing in a lab environment by replicating the Wendy's Standard Aloha POS systems restaurant configuration.</p>
<i><b>Menu Management</b></i>	<p><b><u>Front of House Configuration Management</u></b></p> <p>Wendy's will provide services required to setup and configure the Aloha POS and the mobile ordering/kiosk menu configurations for a restaurant.</p> <p>Wendy's will assist with configuration of global items affecting all franchisees including:</p> <ul style="list-style-type: none"> <li>○ POS Menu Configuration</li> <li>○ Mobile/Kiosk Menu Configuration</li> <li>○ Kitchen Routing Configuration</li> <li>○ Coupons/Discount Support</li> </ul> <p>In addition, Wendy's will assist with iOCD image and Simple OCD updates as needed.</p>

# EXHIBIT U

Service Category	Service Description
	<p><b><u>Basic Menu Maintenance</u></b></p> <p>Wendy's will provide configuration support and assistance to Franchisees supported by the Wendy's Help Desk Services including:</p> <ul style="list-style-type: none"> <li>o Price configuration</li> <li>o Tax rate support</li> </ul>
<b><i>Back Office Governance</i></b>	<p><b><u>Back Office Governance</u></b></p> <p>Wendy's will conduct regular Back Office solution provider reviews as part of its overall vendor management program. Reviews will rate providers in areas of Architecture, Security, Food &amp; Labor Management, Reporting, Integration and other functionality.</p> <p>Wendy's will escalate Back Office service issues as needed to Back Office providers and/or Field Operations on behalf of Franchisees who require escalation.</p> <p>Wendy's will coordinate the technical development work required with Back Office Vendors based upon Digital requests and programs.</p> <p>Wendy's engages Back Office providers on driving Enterprise level initiatives in order to benefit the Wendy's Brand.</p> <p>Wendy's provides optional consultant services on BO topics of interest to Franchisees (e.g. HR Bridge, Gatekeeper, Timers, Reporting, Integrations, etc.).</p>
<b><i>Vendor Management</i></b>	<p><b><u>Vendor Management Services</u></b></p> <p>Wendy's will measure vendor performance against contracted service level agreements (SLA's) over periods of time (e.g. Monthly, Quarterly, Annual, Year-over-Year) and ensure corrective action is taken for any deviations from negotiated SLA's.</p> <p>Wendy's will confirm vendors have current installation media and instructions and will provide mediation for material vendor issues.</p> <p>Wendy's will provide oversight to Wendy's spare pool inventory when the inventory is owned by Wendy's or the franchise system.</p> <p>Wendy's will review centralized billing statements for accuracy, working with vendors to make necessary adjustments when identified, and submit to Wendy's IT Finance for remittance.</p> <p>Wendy's will track end of sale and end of support dates for Wendy's restaurant hardware and maintain the publishing of the Information Technology Buyer's Guide on WeConnect.</p>
<b><i>Construction Services</i></b>	<p><b><u>Construction Services</u></b></p> <p>Wendy's will define and set the Installation Standards including the standard bill of materials (BOM) for all information technology hardware in a Wendy's Restaurant on a regular cadence.</p>
<b><i>Implementation Services</i></b>	<p><b><u>Implementation Services</u></b></p> <p>Wendy's will coordinate and pilot technology solutions in restaurants, including obtaining signed pilot agreements with franchise partners.</p> <p>Wendy's will coordinate the rollout of new technology into existing restaurants.</p>

# EXHIBIT U

Wendy's Technology Products and Services Agreement  
 Schedule 1 – Products and Services  
 U.S. Full Support with Wendy's Help Desk

Service Category	Service Description
<i>Digital Menu Board (DMB)</i>	<p><b><u>Digital Menu Board (DMB) Services</u></b></p> <p>Wendy's will perform ongoing digital menu board platform maintenance and content support including:</p> <ul style="list-style-type: none"> <li>o Site onboarding</li> <li>o Advanced troubleshooting of devices and/or software</li> </ul>
<i>Digital Services</i>	<p><b><u>Digital Services</u></b></p> <p>Wendy's will provide services for the on-going support and enhancement of our digital ordering, delivery and payment technologies.</p>
<i>Application Support</i>	<p><b><u>WeConnect Application Support</u></b></p> <p>Wendy's will provide technical support and general administration of the WeConnect application.</p> <hr/> <p><b><u>Franchise Data Correction Application Support</u></b></p> <p>Wendy's will provide ongoing general administration and support for applications used to support Franchisee sales metric, transaction count and coupon/breakfast sales data corrections. (e.g. RDC – Restaurant Data Corrections, SBM – Store Business Measures)</p> <hr/> <p><b><u>iReceivables Application Support</u></b></p> <p>Wendy's will provide ongoing general administration and support for the iReceivables application. This payment portal includes payment for Rent, Royalty, WNAP, and Tech Fee Payments</p> <hr/> <p><b><u>Application Access Support</u></b></p> <p>Wendy's will provide ongoing general administration and support for our Account Management System (AMS) which is used by Franchise organization Primary Account Managers (PAMs) and Secondary Account Managers (SAMs) to create and manage user identities and access to Wendy's business applications.</p> <p>Wendy's product owners will dictate the level of access required by Franchisee organizations.</p> <hr/> <p><b><u>Restaurant Attribute System Support</u></b></p> <p>Wendy's will provide technical support and general administration of the applications used to collect and maintain restaurant project information as well as attribute information including SiteWise and Information Gateway which feed additional applications throughout Wendy's.</p> <hr/> <p><b><u>Organizational Hierarchy Support</u></b></p> <p>Wendy's will provide ongoing general administration and support for maintaining the Wendy's system organizational hierarchy and provides integration support or organizational hierarchy data with approved application vendors.</p> <hr/> <p><b><u>Extract, Transform and Load Data (ETL) Integration Support</u></b></p> <p>Wendy's will provide the required internal integration and monitoring support for Wendy's approved systems, in its sole discretion, to support extract, transform, load and move data to our vendors helping us to provide systems to the Wendy's system (e.g. Career Link, SMG).</p>

## EXHIBIT U

Wendy's Technology Products and Services Agreement  
 Schedule 1 – Products and Services  
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Service Category	Service Description
	<p><b><u>Financial Systems Application Support</u></b></p> <p>Wendy's will provide the technical and ongoing support for Wendy's financial systems required to facilitate Franchise payment settlement from Treasury.</p>
	<p><b><u>Operational Reporting and Analytics</u></b></p> <p>Wendy's will provide ongoing support for providing Franchisee Operational reporting and analytical data.</p>
	<p><b><u>IT Service Management Application Support</u></b></p> <p>Wendy's will provide ongoing general administration and support for Wendy's IT Service Management (ITSM) application.</p>
	<p><b><u>Above Restaurant Patching/Vulnerability Management</u></b></p> <p>As application vulnerabilities are identified, Wendy's will determine the risks and remediation and work with the appropriate teams to deploy patches/solutions</p>
<i><b>Above Restaurant Deployment</b></i>	<p><b><u>Above Restaurant Deployment</u></b></p> <p>Wendy's will deploy required application and operating system patches using an industry standard third-party software.</p>
<i><b>Data Center Disaster Recovery Governance</b></i>	<p><b><u>Data Center Disaster Recovery Governance</u></b></p> <p>Wendy's will maintain the policies, tools and procedures required to enable the recovery or continuation of vital Wendy's technology infrastructure and systems supporting critical business functions following a natural or human-induced disaster.</p>
<i><b>System Optimization</b></i>	<p><b><u>System Optimization Support</u></b></p> <p>Wendy's will provide technical administration and support through facilitation, configuration and ongoing administration and optimization as restaurants are purchased and sold in the Wendy's system.</p>
<i><b>IT Vendor Management Governance</b></i>	<p><b><u>IT Vendor Management Governance</u></b></p> <p>Wendy's will provide the defined framework, strategy and methodology for ensuring system deliveries from key system vendors (e.g. Accenture, NCR).</p>

**Service Level Performance**

Company will use commercially reasonable efforts to ensure that testing uncovers any bugs or defects with the Services described in this Schedule, Company does not provide a warranty that the Services or any products to which the Services relate are free from defects, or that any bug or malware will be detected or prevented by the Services. However, in the event that a defect is discovered and confirmed by Company to exist, Company will work diligently in an effort to identify and remediate such defect in a way which is consistent with the impact of the defect on restaurant and Franchisee operations. Company will also commit to provide detailed information on the status and progress of any such remedial action, subject to any legal or contractual requirements.

Company will collect statistics relating to its performance against these expected service levels and make them available to the Wendy's Technology Advisory Council (WTAC) and via the WeConnect system or such other communication vehicle as Company deems appropriate.

In the event of a defect being discovered or a failure to meet an expected service level, Company will commit to meet with Franchisee after any remediation has taken place, in order to address the root causes and discuss any further actions which may be necessary.

**Franchisee's Obligations**

To ensure Wendy's Brand security and insurability, Franchisee agrees and warrants that it is obligated to meet the Operations Standards Manual (OSM) guidelines with respect to each of its Wendy's Restaurants to receive the WeTech Products and Services set forth in the Schedule. Company may update these and other requirements from time to time and will communicate such updated requirements to Franchisee. Franchisee further agrees to meet the obligations set forth below. Unless Franchisee remains current with all of the requirements and maintains good working condition equipment, it may not be eligible to receive the Services described in this Schedule.

	<b>Obligations</b>
<b><i>Restaurant Hardware and Devices</i></b>	<ul style="list-style-type: none"> <li>• Franchisee must use only approved standard hardware/devices set forth in the Wendy's Restaurant Technology Buyer's Guide including but not limited to POS Terminals, POS Server, KVS Controllers, Inside OCD, and KVM Switch and the Wendy's approved payment hardware/devices set forth in the ACI P2PE Implementation Manual (PIM).</li> <li>• Franchisee must adhere to the same end-of-life parameters as set forth in the Wendy's Restaurant Technology Buyer's Guide and follow any additional Wendy's system guidance.</li> <li>• Franchisee is required to utilize a two PC architecture: One for the Aloha POS Server and one for Manager's PC.</li> <li>• Franchisee is required to not change any NTP (Network Time Protocol) settings on the Wendy's Aloha POS Systems and Wendy's approved Point-to-Point Encryption Payment Systems.</li> <li>• Franchisee is required to purchase required equipment for installation and upgrades from a Wendy's approved certified vendor.</li> <li>• Franchisee is required to issue purchase orders and pay applicable fees to installation vendors and providers as necessary.</li> <li>• Franchisee is responsible to pay any and all applicable sales taxes due to the proper tax jurisdictions and governmental authorities in connection with all orders made.</li> </ul>

## EXHIBIT U

	<b>Obligations</b>
	<ul style="list-style-type: none"> <li>• Franchisee is required to perform and coordinate necessary facility work (e.g. electrical) and provide adequate space for technology installations.</li> <li>• Franchisee is required to provide a secure space to receive and store equipment as needed when not in daily operational use.</li> <li>• Franchisee is required to ensure security of devices in possession while in transit outside the assigned restaurant.</li> <li>• Franchisee is required to complete a site survey checklist prior to onsite conversion/installation in order to configure Restaurant system(s) properly.</li> <li>• Franchisee is required to schedule installations/upgrades in advance for installations required to be undertaken in cooperation with Wendy's Implementation and Construction teams.</li> <li>• If requested, Franchisee will close Restaurant(s) early to accommodate overnight installations.</li> <li>• If requested, Franchisee will provide access to Restaurant(s) outside of normal business hours for installation, configuration, and maintenance or other Services.</li> <li>• Franchisee will follow Wendy's provided defined installation standards and documentation.</li> <li>• Franchisee agrees to use only Wendy's approved support providers in connection with hardware maintenance agreements for devices.</li> <li>• Franchisee will ensure equipment is used properly in accordance with applicable laws, regulations, manufacturer's manuals and instructions documentation and vendor communications, and not attempt to adapt or connect any unauthorized devices either directly or remotely.</li> <li>• Franchisee will regularly inspect Restaurant devices for any signs of tampering, replacement or presence of skimming or other suspicious devices (e.g. unexpected attachments or cables, missing or changed security labels, broken or differently colored casing, changes to the serial number or other external markings).</li> <li>• Franchisee will not allow unannounced service technician visits, accept unannounced upgrades or install, replace or return any device to service and requiring positive identification.</li> <li>• Franchisee will ensure the use of and accessibility to the Restaurant devices complies with Title III of the American with Disabilities Act of 1990, as amended, and all other applicable laws, rules, regulations, ordinances, building codes, fire codes and permit requirements.</li> <li>• Franchisee will follow all Company processes, timelines and instructions in connection with submitting and approving a request for vendor to utilize HR Bridge, access the CFC database and other Wendy's technology.</li> </ul>
<p><b><i>Network &amp; Infrastructure</i></b></p>	<ul style="list-style-type: none"> <li>• Franchisee must leverage a Single-NIC (Network Interface Card) network architecture.</li> <li>• Franchisee uses a Wendy's certified Managed Network Service Provider (MNSP) as defined in the 'Wendy's Technology Solution Provider Secure Managed Network Service Provider (MNSP) Buyer's Guide'.</li> <li>• Franchisee uses and maintains the Wendy's approved standard firewall hardware and</li> </ul>



## EXHIBIT U

	Obligations
	<p>configuration that complies with PCI-DSS standards and provides restrictive ingress and egress filtering that allows only required business applications.</p> <ul style="list-style-type: none"> <li>• Franchisee has 3 network switches, 1 for Aloha systems, 1 for Payment systems and 1 for the DMZ BackOffice that meet the Company's standard requirements.</li> <li>• The Cardholder Data Environment is segmented from other systems not required to utilize the Aloha POS system.</li> <li>• Franchisee should seek out the best broadband connection available with a minimum download speed of 10Mb/s and 1Mb/s upload speed.</li> <li>• Franchisees should pursue appropriate cellular backup technology to ensure operations.</li> <li>• Franchisee is required to use only a Wendy's Certified Installer for all activities, including network cabling.</li> <li>• Franchisee is required to ensure device equipment TCPIP configuration do not change.</li> <li>• Franchisee is required to ensure that all electrical and low voltage installers have proper permits and meet local codes as necessary.</li> </ul>
<i>PCI DSS</i>	<ul style="list-style-type: none"> <li>• Wendy's has outlined Franchise responsibilities regarding PCI DSS in the Wendy's Operations Standards Manual. The Franchisee is responsible to ensure compliance with all PCI-DSS requirements applicable.</li> <li>• Franchisee is required to follow documented procedures and otherwise comply with the Operations Standards Manual, the P2PE Instruction Manual (PIM) and all supplemental documentation, processes and training materials provided or made available to Franchisee.</li> <li>• Franchisee is required to provide to Wendy's a list of all third-party service providers that store, process, or transmit cardholder data on the Franchisee's behalf, or manage components (including, without limitation, routers, firewalls, databases, physical security, and/or servers), or that can impact the security of Franchisee's card holder environment. The list should at a minimum include a description of services, system components supported, and the specific PCI DSS requirements covered by the service provider.</li> <li>• Franchisee is required to ensure all applicable systems are scanned for vulnerabilities as defined by the PCI DSS.</li> <li>• Franchisee is required to maintain an accurate inventory of all restaurant devices and provide to Wendy's annually or upon request.</li> </ul>
<i>Patching / Anti-Virus</i>	<ul style="list-style-type: none"> <li>• Franchisee shall use only a Wendy's approved Back Office provider.</li> <li>• Franchisee will not reverse engineer, disassemble or otherwise seek to obtain access to the source code for any software provided or otherwise made available by Company.</li> <li>• Franchisee must have obtained a license to use the applicable NCR products from NCR or one of NCR's authorized distributors.</li> <li>• Franchisee will provide prior written notice to Company before switching any approved technology vendors. If Franchisee switches vendors, Franchisee must request new credentials from Company in accordance with this Schedule and</li> </ul>

# EXHIBIT U

	Obligations
	Company policy.
<i>Payment</i>	<ul style="list-style-type: none"><li>• Franchisee shall ensure payment system devices are used in a proper way and in accordance with the manufacturer's manuals or instructions.</li><li>• Franchisee shall ensure payment system devices are used in compliance with applicable laws, regulations, documentation and communications, including, but not limited to:<ul style="list-style-type: none"><li>○ Payment system device regular physical inspections.</li><li>○ Payment system device missing or tampering reporting requirements.</li><li>○ Acceptable devices that can be connected to the payment network.</li><li>○ Payment system device installation or replacement instructions.</li><li>○ Access control of payment system devices and their connections.</li><li>○ Physically securing all payment system devices to prevent unwanted tampering, removal or substitution.</li><li>○ Storage of payment system devices when not in daily operational use.</li><li>○ Security of payment system devices while in transit outside the assigned Restaurant.</li><li>○ Requiring positive identification of any support or repair personnel that attempt to access any payment system devices.</li><li>○ Not allowing unannounced service technician visits, not accepting unannounced upgrades and not installing, replacing or returning any devices without first checking with Franchisee's Help Desk provider.</li><li>○ Follow documented procedures for payment system device moves, adds and changes.</li><li>○ Follow documented procedures and otherwise comply with the Operations Standards Manual, the P2PE Instruction Manual (PIM) and all supplemental documentation, processes and training materials provided or made available to Franchisee.</li><li>○ Ensure compliance with all PCI-DSS requirements applicable to the payment system.</li></ul></li></ul>
<i>Miscellaneous</i>	<ul style="list-style-type: none"><li>• As applicable for HR Bridge related services, Franchisee will follow all Company processes, timelines and instructions in connection with submitting and approving vendor requests for HR Bridge usage and access to the CFC database including entering into the NCR Commercial Agreement which governs the use of HR Bridge and access to the CFC database.<ul style="list-style-type: none"><li>○ NCR is to work with vendor to provide a license to use its software development kit to create, test and support the HR Bridge interface and to license such interface to Franchisee.</li><li>○ NCR is to work with vendor to provide support for certain onboarding, development processes, deployment, ongoing web service calls, and escalated support services.</li><li>○ Vendor will provide support and maintenance services through its technical center for operations and technical issues regarding the HR</li></ul></li></ul>

	<b>Obligations</b>
	<p>Bridge interface.</p> <ul style="list-style-type: none"> <li>○ Vendor will be responsible for: (i) providing and maintaining the appropriate operating environment for the HR Bridge interface; (ii) all interaction with and responsibility to Franchisee with respect to the HR Bridge interface; (iii) compliance with all laws, guidelines and standards applicable to the HR Bridge interface; and (iv) satisfying certain requirements with respect to its Business Process, Development, Quality Assurance and Personnel.</li> <li>○ Franchisee must have obtained a license to use the applicable NCR products from NCR or one of NCR's authorized distributors in order to access or use the HR Bridge interface and must have paid for such license.</li> <li>○ Franchisee will be responsible for all costs payable to vendor and NCR in connection with its use of HR Bridge and access to the CFC database, including, without limitation, payment of NCR's then-current license fee and installation, activation, subscription, support and maintenance fees.</li> </ul> <ul style="list-style-type: none"> <li>• Vendor will manage regular CFC user maintenance, including web service, and will be responsible for managing the password rotation schedule and implementing password changes in accordance with Company's instructions or policies.</li> <li>• Franchisee will provide prior written notice to Company before switching approved vendors. If Franchisee switches vendors, Franchisee must request new credentials from Company in accordance with this Schedule and Company policy.</li> <li>• Franchisee and vendor will utilize HR Bridge and access the CFC database in accordance with all applicable laws, regulations, documentation and communications, including, without limitation, all security rules, access controls and other requirements and limitations established by Company (e.g., only accessing Franchisee-specific information).</li> <li>• Franchisee and vendor will utilize HR Bridge and access to the CFC database in accordance with all applicable laws, regulations, documentation and communications, including, without limitation, all security rules, access controls and other requirements and limitations established by Company (e.g., only accessing Franchisee-specific information). Franchisee acknowledges and agrees that, in addition to and without limiting any provision of the Agreement: (i) Franchisee and vendor will use the Services, utilize HR Bridge and access the CFC database without relying upon any representations or warranties from Company or its Affiliates; (ii) Franchisee and vendor will assume all risks resulting from the Services or Franchisee's or vendor's use of HR Bridge and access to the CFC database; (iii) Company and its Affiliates will have no liability to Franchisee or vendor for any direct or indirect damages resulting from the Services or Franchisee's or vendor's use of HR Bridge or access to the CFC database; and (iv) Franchisee will indemnify and hold harmless Company and its Affiliates from all third party claims that relate to Franchisee's or vendor's breach of this Schedule, use of the Services, utilization of HR Bridge or access to the CFC database.</li> </ul>

*[END OF SCHEDULE 1 – PRODUCTS AND SERVICES]*

# EXHIBIT U

## **SCHEDULE 2** **to Wendy's Technology Products and Services Agreement**

[U.S.]

### **Fees and Payment Terms**

This Schedule 2 (this “**Schedule**”) is attached to and made a part of the Wendy's Technology Products and Services Agreement between Company and Franchisee (the “**Agreement**”). Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. In the event of a conflict between this Schedule and the Agreement, the terms of this Schedule will control.

1. **Fees**

The fees for each restaurant for the Products and Services provided by Company to Franchisee pursuant to the Agreement (“Fees”) shall be invoiced by Company or its Affiliates to Franchisee on a quarterly basis, at the beginning of each quarter.

The annual Fees per restaurant, as applicable, are set forth in the table below.

<b><i>U.S. Tier Thresholds (USD)</i></b>			
<b>Tier</b>	<b>Sales Thresholds (Sept. '21 trailing 12 mos.)</b>	<b>Annual Amount</b>	<b>Without Wendy's HelpDesk</b>
Low	<\$1.5M	\$6,500	\$5,500
Medium	\$1.5-1.9M	\$9,000	\$8,000
High	>\$1.9M	\$12,000	\$11,000

2. **Payment**

Franchisee shall pay the Fees to Company within thirty (30) days of the invoice date.

3. **Returned Payments**

Time is of the essence for the payment of the Fees in accordance with the Agreement. If any payment made by Franchisee under the Agreement is returned or denied for non-sufficient funds or any other reason, Franchisee shall pay to Company or its Affiliates an amount equal to \$50 United States dollars (or the equivalent in Canadian dollars (using an exchange rate reasonably established by Company) as applicable) for each such returned payment.

4. **Late Payments**

Company reserves the right to charge interest on any past due amounts at the rate of one and one-half percent (1.5%) per month (or the highest rate permitted by law, if less).

**WENDY'S DIGITAL PRODUCTS AND SERVICES AGREEMENT**

This **WENDY'S DIGITAL PRODUCTS AND SERVICES AGREEMENT** (this "Agreement") is a legal contract between you (the entity on whose behalf you are approving this Agreement) ("you" or "Franchisee") and WENDY'S DIGITAL, LLC ("Company") confirming the terms and conditions applicable to your use of certain products and services. The parties hereby agree as follows:

**1. Definitions**

Initially capitalized terms used but not defined elsewhere in this Agreement shall have the following meanings:

1.1 "Affiliate" means any entity which, directly or indirectly, controls, is controlled by, or is under common control with, Company.

1.2 "Effective Date" means \_\_\_\_\_.

1.3 "Franchisee" means (i) the person or entity entering into this Agreement, and (ii) each entity and individual who is a "Franchisee"/"Franchise Owner" as defined in the Franchise Agreement.

1.4 "Franchise Agreement" means the Quality Is Our Recipe, LLC ("QIOR") Unit Franchise Agreement and all other franchise agreements between QIOR and Franchisee that may be in force at any time.

1.5 "Products and Services" means certain products and services, as more fully described in a Schedule, including the attached Schedule 1, that Franchisee may purchase and/or is required to purchase.

1.6 "Restaurants" means the "Wendy's"/"Wendy's Old Fashioned Hamburgers" restaurants that are owned by Franchisee. Restaurants shall include any new restaurants built or purchased by Franchisee during the term of this Agreement.

1.7 "Schedule" means a schedule or other document incorporated herein by reference that sets forth the Products and Services to be purchased by Franchisee, the fees to be paid for such Products and Services and/or any additional terms and conditions applicable to such Products and Services.

1.8 "Software" means software identified in a Schedule.

**2. Term**

2.1 General. This Agreement shall commence upon the Effective Date and will continue through December 14, 20\_\_\_\_, unless otherwise terminated as provided in this Agreement. Thereafter, this Agreement will automatically renew for successive one (1) year periods, unless Company notifies Franchisee that it does not wish to renew this Agreement upon at least thirty (30) days' written notice prior to the end of the then-current term. For the avoidance of doubt, this Agreement shall remain in effect for so long as any Schedule is in effect.

2.2 Franchise Agreement Term. Products and Services will commence on the Effective Date and continue throughout the remaining term of the respective Franchise Agreements, or any extension or renewal thereof, unless this Agreement is sooner terminated in accordance with its terms. This Agreement will automatically terminate upon any termination or expiration of all Franchise Agreements with Franchisee.

**3. Products and Services**

3.1 Description of Products and Services. Company has identified certain Products and Services to be purchased by Franchisee, including the attached Schedule 1 and in the Operations Standards Manual, policy statements, or bulletins.

3.2 Approved Suppliers. As an approved supplier, Company or its Affiliates will provide the Products and Services in accordance with the Franchise Agreement, the Information Security Section of the Operations Standards Manual, this Agreement and the Schedules to this Agreement. Franchisee agrees to purchase the Products and Services only from approved suppliers.

3.3 PCI-DSS Documentation. To the extent applicable to the Products and Services, a matrix outlining Franchisee's responsibility for PCI-DSS compliance and Company's role in supporting Franchisee in achieving its responsibility will be available upon request. The responsibility matrix is intended for use by Franchisee and its qualified security assessor for use in the PCI compliance audit process. In addition to what is described in the responsibility matrix, Franchisee is ultimately responsible for all PCI requirements related to Franchisee-maintained software and systems.

3.4 Changes to Products and Services. Unless otherwise provided in a Schedule, Company may discontinue, update or amend any Products and Services identified in a Schedule upon at least thirty (30) days' written notice to Franchisee. Franchisee agrees to obtain all required Products and Services designated from time to time by Company.

3.5 Franchisee Obligations. Franchisee shall provide Company with information, assistance, or access to its personnel and systems as reasonably necessary for Company to provide the Products and Services. From time to time, Company may need to contact Franchisee's providers in connection with performing certain Services. By accepting and agreeing to the terms and conditions of this Agreement, Franchisee hereby authorizes Company to act on Franchisee's behalf for the purpose of opening tickets, obtaining information (including, without limitation, information about transactions, processing and chargebacks), requesting replacement hardware, requesting configuration changes, implementing fraud prevention measures, and taking such other steps (e.g., implementing updates or making changes to software, networks or systems as required to ensure and maintain the proper operation of the Products and Services) as Company determines, in its reasonable discretion, are necessary or appropriate to provide such Services. For clarification and to avoid any confusion, Franchisee hereby authorizes Company to obtain information about transactions placed in-restaurant or via mobile order or other pay application, and processed by service providers (e.g. payment processors, delivery partners), including chargeback information to help monitor chargeback activities and implement any necessary measures to reduce and prevent fraud related and other chargebacks. Franchisee shall be responsible for the actions of its employees, officers, contractors, representatives and agents to comply with this Agreement and all applicable license terms. Franchisee is responsible for access management with respect to the Products and Services, including, without limitation, terminating access (or notifying Company to terminate access) for its employees, officers, contractors, representatives and agents. Franchisee agree that its use of the Products and Services under this Agreement will comply with all applicable laws.

3.6 Prior Agreement and Schedules. In the event that Franchisee has received any products or services pursuant to a separate services agreement related to the subject matter of this Agreement and/or its Schedules (the "Prior Agreement"), the terms of this Agreement and the Schedules to this Agreement supersede and replace the Prior Agreement and any schedules entered into under the Prior Agreement.

**4. Licenses**

4.1. License to Use Software. Certain Products and Services may require Franchisee to enter into a separate Software license agreement with either Company or a third-party service provider. Use of Software will be subject to the terms and conditions of this Agreement and any license agreement applicable to such Software. Any Software license is effective only during the term of this Agreement. It is expressly understood and agreed that the licenses or rights for access granted to Franchisee are temporary, limited, personal, non-exclusive, non-assignable, and non-transferable, except as otherwise set forth herein and in the applicable license agreement.

4.2. Restrictions on Use. Except as provided herein or in any license agreement applicable to the Software, Franchisee is strictly prohibited from making any modifications, enhancements or other adaptations and customizations to, and from otherwise preparing derivative works of, any Software, whether through the use of its own employees or independent contractors. Franchisee shall not disassemble, decompile, decode, reverse engineer, reprint, transcribe, extract, adapt, translate or modify the Software, or any portion thereof, without the express written consent of Company.

4.3. No Other Rights Granted. Apart from the license rights granted in this Agreement or any license agreement applicable to the Software, this Agreement does not grant to Franchisee any ownership, right, title, or interest, nor any security interest or other interest, in the Software or in any intellectual property rights therein.

**5. Fees and Payment**

5.1 Fees. The fees for the Products and Services shall be as separately set forth in a Schedule (the “Fees”). Notwithstanding any other provision of this Agreement, the Fees as set forth in any Schedule are subject to change in Company’s discretion, upon at least ten (10) days’ written notice to Franchisee, via Wendy’s Communications email, WeConnect posting, or other communication means by the Company which provides reasonable notice to Franchisee. Franchisee agrees to maintain current and valid bank account information on-file with Company for all payment settlement under this Agreement.

5.2 Taxes. Any sales, use, excise, value-added or ad valorem taxes levied or imposed upon operations reasonably required in the complete performance of this Agreement, except for taxes imposed upon the net income, gross receipts or net worth of Company or its Affiliates, shall be the responsibility of Franchisee (including any interest or penalties), and Franchisee shall indemnify and hold harmless Company and its Affiliates for any such amount that Company or its Affiliates are required to pay, or reasonably chooses to voluntarily pay, to any taxing authority. Company or its Affiliates agree to take all reasonably necessary steps to bill to and collect from Franchisee, and to report and pay directly to the appropriate taxing authority, any federal, state or local sales or use tax, or other excise tax, imposed upon or measured by any payment Franchisee is required to make to Company or its Affiliates under this Agreement. At Franchisee’s written request, which must be timely given to Company, and entirely at Franchisee’s expense, which shall include all litigation expenses such as, but not limited to, attorneys’ fees, Company or its Affiliates will cooperate with Franchisee as is reasonably necessary in contesting any assessment or threat of assessment of tax, or related fee, penalty, late charge, or interest, for which Franchisee is liable under this Section 5.2.

5.3 Returned Payments. Time is of the essence for the payment of the Fees in accordance with this Agreement. If any payment made under this Agreement is returned for any reason, Franchisee shall pay to Company or its Affiliates an amount equal to returned amount for such returned payment.

## 6. Allocations of Risk

6.1 Representations and Warranties. You represent that you have obtained any consent you require from your management, your board of directors and any third parties to the extent consent is necessary to authorize you to enter into and perform this Agreement. You warrant that the representations set forth in this Agreement will remain true throughout the term of this Agreement and that full performance of your duties under this Agreement will not conflict with your performance under any other legally binding agreement. You agree that, in the event that any of your representations or warranties under this Agreement ceases to be true or accurate, you will promptly provide written notice to Company.

6.2 General Disclaimers. YOU REPRESENT THAT YOU ARE ENTERING INTO THIS AGREEMENT WITHOUT RELYING UPON ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT OR DOCUMENTS INCORPORATED HEREIN. ACCORDINGLY, YOU AGREE TO ASSUME ALL RISKS FROM USE OF THE PRODUCTS AND SERVICES AND ACKNOWLEDGE THAT THE PRODUCTS AND SERVICES ARE PROVIDED “AS IS” AND “WITH ALL DEFECTS.” TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE AND/OR QUIET ENJOYMENT, AND ALL WARRANTIES THAT MAY OTHERWISE BE IMPLIED. NO WARRANTIES ARE MADE ON THE BASIS OF TRADE USAGE, COURSE OF TRADE, OR COURSE OF PERFORMANCE.

6.3 Limitation of Liability. YOU AGREE THAT COMPANY, WENDY’S INTERNATIONAL, LLC, WENDY’S TECHNOLOGY, LLC, QIOR AND THEIR RESPECTIVE AFFILIATES (COLLECTIVELY, THE “WENDY’S ENTITIES”) WILL HAVE NO LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING THEORIES OF CONTRACTUAL LIABILITY, TORT LIABILITY, OR STRICT LIABILITY), NOR ANY LIABILITY FOR LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION, EVEN IF THEY KNEW OR SHOULD HAVE KNOWN THAT THOSE KINDS OF DAMAGES WERE POSSIBLE. THE WENDY’S ENTITIES’ MAXIMUM CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL NEVER EXCEED THE AGGREGATE AMOUNT PAID BY FRANCHISEE UNDER THIS AGREEMENT DURING THE PRECEDING TWELVE (12) MONTHS PRIOR TO THE ALLEGED ACT OR OMISSION GIVING RISE TO SUCH LIABILITY. YOU IRREVOCABLY WAIVE ANY AND ALL CLAIMS THAT YOU HAVE OR MAY HAVE IN THE FUTURE AGAINST THE WENDY’S ENTITIES FOR DIRECT DAMAGES IN EXCESS OF THE FOREGOING LIMIT. YOU ACKNOWLEDGE THAT THIS SECTION IS AN ESSENTIAL PART OF THIS AGREEMENT, ABSENT WHICH THE ECONOMIC TERMS AND OTHER PROVISIONS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

6.4 Franchisee Indemnity. Franchisee shall indemnify and hold harmless the Wendy’s Entities and their officers, directors, members and shareholders, from and against any and all third party claims, suits, losses, liabilities, damages, settlements, costs and expenses, including reasonable attorneys’ fees, which are based on, relate to or arise from breach of this Agreement or use of the Software or the Products and Services by Franchisee or Franchisee’s employees, officers, contractors, representatives and agents, including without limitation, Franchisee’s violation of any licenses or sublicenses granted hereunder or any license agreement otherwise applicable to the Software, failure to adhere to PCI standards, violation of any Privacy and Data Security Laws (defined below), or any unauthorized access or compromise of



Franchisee's systems. Franchisee shall also indemnify the Wendy's Entities for any claims arising out of any failure to comply with Franchisee's responsibilities as set forth in the Information Security Section of the Operations Standards Manual. Company agrees to promptly notify Franchisee in writing of any such claim and cooperate reasonably in the defense thereof. "Privacy and Data Security Laws" means all domestic and international privacy and data protection laws, rules, regulations, best practices and regulatory guidance relating to privacy, data security, cybersecurity and Personal Information. "Personal Information" shall have the meaning of such term or like terms set forth in the Privacy and Data Security Laws and industry guidance such as PCI-DSS.

## **7. General**

This Agreement will be governed by the laws of the State of Ohio. For purposes of all claims brought under this Agreement, each of the parties hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Franklin County, Ohio. You acknowledge that Company will have the right to seek an injunction if necessary to prevent a breach of your obligations hereunder. In the event that Company prevails in any proceeding or lawsuit brought by either party in connection with this Agreement, Company will be entitled to receive its costs, expert witness fees and reasonable attorney's fees, including costs and fees on appeal. Except as expressly provided in this Agreement, any waiver of a breach of or right hereunder will not constitute a waiver of any other or subsequent breach or right. If any provision herein shall be held by a court of competent jurisdiction to be contrary to law, that provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions herein will remain in full force and effect. Any notice to be given to a party under this Agreement shall be addressed (a) to Franchisee at its official mailing address on file with Company and (b) to Company as follows: Wendy's Digital, LLC, One Dave Thomas Boulevard, Dublin, OH 43017, Attn: Chief Information Officer. You may not assign this Agreement without Company's prior written consent and any attempted or purported assignment by you shall be null and void. This Agreement, which includes this Agreement and all Schedules, exhibits and other documents attached hereto or incorporated herein by reference, constitutes the entire agreement, understanding and representations, expressed or implied, of the parties with respect to the subject matters described herein, and supersedes all prior written and oral communications, agreements, letters of intent, representations, warranties, statements, negotiations, understandings and proposals, with respect to such subject matters. Except as otherwise expressly stated in this Agreement, the terms of this Agreement may not be amended or modified without the written agreement of you and Company.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

# EXHIBIT V

The undersigned represents, warrants and agrees that: (i) he or she is a named “Franchisee”/”Franchise Owner” or an officer of a named “Franchisee”/”Franchise Owner” under the Franchise Agreement(s) for the Restaurant(s); (ii) he or she is specifically authorized to sign and deliver this Agreement on behalf of all persons, corporations, partnerships, and other legal entities constituting the named “Franchisee(s)”/”Franchise Owner(s)” under the Franchise Agreement(s) for the Restaurant(s); and (iii) this Agreement constitutes a valid, binding and irrevocable legal obligation of all such named “Franchisee(s)”/”Franchise Owner(s)” and any guarantors of the Franchise Agreement(s) for the Restaurant(s).

## FRANCHISEE:

Sign: \_\_\_\_\_

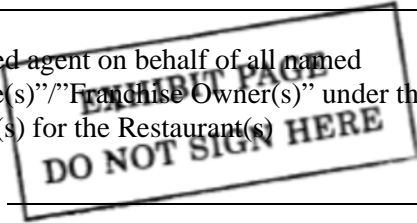
as authorized agent on behalf of all named  
“Franchisee(s)”/”Franchise Owner(s)” under the Franchise  
Agreement(s) for the Restaurant(s)

Print name: \_\_\_\_\_

Franchise Group: \_\_\_\_\_

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

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



## **Schedule 1**

### **In-App Delivery Account Settlement**

This Schedule 1 – In-App Delivery Account Settlement (this “**Schedule**”) is effective as of the date on which Franchisee accepts and agrees to the Wendy’s Digital Products and Services Agreement between Company and Franchisee (the “**Agreement**”). The Agreement is an integral part of this Schedule and is incorporated herein by reference. Capitalized terms used, but not defined herein, shall have the meanings set forth in the Agreement. In the event of a conflict between this Schedule and the Agreement, the terms of the Agreement will control.

#### **A. PRODUCTS AND SERVICES**

Company and Franchisee agree that the Products and Services provided by Company or an Affiliate under this Schedule shall be the products and services described herein (the “**In-App Delivery Account Settlement Services**”).

**In-App Delivery Account Settlement Services.** Company has established a process for handling delivery transactions of Wendy’s restaurant food and drink products within the Wendy’s account digital ordering system via website and mobile application (i.e., “in-app delivery”). The delivery and service fees (and any tips) of the delivery provider for in-app delivery transactions are to be paid for by the customer. The Company will serve as the Merchant of Record for such transactions and centrally manage the cash inflows and outflows with the customer, delivery provider, credit card processor, payment settlement vendor, settlement bank, and Franchisee, potentially among others. This structure is intended to relieve the burden on each individual Franchisee for various obligations on such in-app delivery transactions, including but not limited to, distribution of fees to the delivery provider, issuance of 1099-Ks, and remission of sales taxes to the applicable tax jurisdiction for the delivery. Note: This settlement process applies only to in-app delivery transactions and does not apply to mobile order transactions (i.e., mobile order transactions for pick up at the restaurant location) within the U.S.

- Company will serve as Merchant of Record for such in-app delivery transactions.
- The Company will handle remitting applicable sales tax (including for food and drink and delivery and services fees) to the tax jurisdictions for those in-app delivery transactions.
- Company has identified a payment settlement vendor for settlement of in-app delivery transactions and will serve as a liaison between such payment settlement vendor and Franchisee.
- The payment settlement vendor will process transactions online to the credit card processor and create a settlement file to settle funds to Franchisee’s bank account.
- Company will provide payment settlement vendor with necessary information about Franchisee to enable Franchisee’s inclusion in payment settlement vendor’s online transaction processing system or will notify Franchisee to provide such information directly to payment settlement vendor via online portal.
- Payment Settlement Vendor tracks Franchisee submission of bank account information to payment settlement vendor and acceptance of payment settlement vendor terms via the online portal. Payment settlement vendor will provide a user interface for Franchisee to enter and maintain up-to-date bank account information.
- Company will operate the ordering system, via website and mobile application, whereby customers will submit pick up or delivery orders, as applicable. Company will support orders paid with debit, credit, Wendy’s Digital Account, or Wendy’s gift cards.
- Company will send orders to Franchisee restaurants. Company will notify Franchisee restaurant when delivery service provider has checked in for order pick-up. If delivery service provider does not check-in by restaurant close, Company will request reversal of payment from payment settlement vendor. If reversal cannot occur timely, the Company will assist in refunding improper

- charges or other payment-related failures.
- Company and/or delivery provider will provide the following information to payment settlement vendor for processing of transactions:
  - Total payment processor authorized amount;
  - Order details; and
  - Any applicable fees, including but not limited to, customer service fees, taxes, delivery fees, tip, and franchisee fees.
- Payment settlement vendor will provide secure transaction processing for delivery payments from customers using either debit or credit cards, Wendy’s Digital Account or gift cards.
- Payment settlement vendor will send transactions to payment networks or other applicable authorization entity for authorization.
  - All transactions will be treated as sales.
  - Partial authorization will not be supported.
- Payment settlement vendors will credit Franchisee for amount due from each delivery transaction.
- Payment settlement vendor will generate transaction reversals when customers cancel transactions, orders are not picked up, or orders cannot be delivered.
- Payment settlement vendor will settle transactions between Franchisee and payment and gift card processors and networks.
- Payment settlement vendor will assist Company in settlement of customer-disputed transactions.
- Company will generate refund transactions upon request by customer and manage refunds/refund amounts as between the delivery service provider and Franchisee in accordance with the refund matrix as agreed upon with the delivery service provider. Refunds will be automatically deducted from settlement amounts from payment settlement vendor and Franchisee, per applicable restaurant to which the refund applies.
- Company will, or will require payment settlement vendor to, generate reports of order totals by Franchisee restaurant and settle with Franchisee on within three (3) days of settlement.

### **Support Services**

- Franchisee’s existing Help Desk provider will handle Level 1 and Level 2 support, with Company providing Level 3 Support Services for Franchisee’s payment system upon escalation.
- *Level 1 Support* – Franchisee contacts your current Help Desk provider.
- *Level 2 Support* – Level 1 support will automatically escalate to Level 2 support if warranted. Franchisee may also escalate to Level 2 support within your current Help Desk provider’s support escalation process.
- *Level 3 Support* – In the event the issue cannot be resolved by Level 1 or Level 2 support, Company will provide Level 3 support.

### **B. FRANCHISEE OBLIGATIONS**

Franchisee acknowledges and assumes responsibility for the items listed below:

1. Ensure bank account information provided to Company and payment settlement vendor remains accurate and up to date. Franchisee immediately must provide written notice to *RSCManagement@wendys.com* of any changes to Franchisee’s bank account information.
2. Accept the terms of service and other agreements of delivery provider(s), payment settlement vendor, processor, and other third parties involved in the in-app delivery account settlement services in connection with the performance of the In-App Delivery Account Settlement Services, and take other steps as Company determines, in its reasonable discretion, are necessary or

appropriate to provide such In-App Delivery Account Settlement Services as directed by Company from time to time.

3. Ensure restaurant hardware and software remains up-to-date and meet the minimum requirements required for payment settlement, as communicated from time-to-time by Company.

Company may update these and other requirements from time to time and will communicate such updated requirements to Franchisee. Unless Franchisee remains current with all of the requirements, it may not be eligible to receive the In-App Delivery Account Settlement Services described in this Schedule.

### **C. CONSENT**

From time to time, Company may need to contact the delivery provider(s), payment settlement vendor, processor, or other third parties involved in the in-app delivery account settlement services in connection with the performance of the In-App Delivery Account Settlement Services. By accepting and agreeing to the terms and conditions of this Schedule, Franchisee authorizes the Company to share Franchisee-related information with such third parties, and consents to the Company obtaining Franchisee-related information from such third parties, and taking such other steps as Company determines, in its reasonable discretion, are necessary or appropriate to provide such In-App Delivery Account Settlement Services.

From time to time, Company may need to access the systems/network of Franchisee in connection with performing certain In-App Delivery Account Settlement Services. This may include, without limitation, collecting information generally possessed or controlled by Franchisee and installing/monitoring threat detection monitoring and forensic analysis tools, whether as preventative measures or in connection with providing incident response services. By accepting and agreeing to the terms and conditions of this Schedule, Franchisee authorizes and gives its formal permission to Company to take all steps as Company determines, in its reasonable discretion, are necessary or appropriate to provide such In-App Delivery Account Settlement Services. Franchisee will provide Company with such access and resources as it may reasonably request to provide the In-App Delivery Account Settlement Services set forth in this Schedule.

### **D. PROCESSING FEES**

As consideration for providing the In-App Delivery Account Settlement Services, Company or its Affiliate will charge Franchisee on a per in-app delivery transaction basis as communicated time to time by Company. As of the effective date, the fee per in-app delivery transaction shall be 3.5% of the total transaction amount (which includes food and beverage subtotal, delivery fee, service fee, sales tax and tip (if any; optional/discretionary)) (the “**Fees**”). The Fees are intended to cover the costs associated with the Company’s role as Merchant of Record on such transactions, such as credit card processing fees, third party vendor transaction fees, and chargebacks. The Fees will be reevaluated on a quarterly basis and adjusted as needed based on actual costs incurred. The Fees are subject to change in Company’s discretion, upon at least ten (10) days’ written notice to Franchisee, via Wendy’s Communications email, WeConnect posting, or other communication means by the Company which provide reasonable notice to Franchisee. In accordance with the Agreement, the Fees shall be paid by deduction from the amount due to the Franchisee for the in-app delivery transaction (or by such other method or procedure for payment as designated from time to time by Company).

**ITEM 23 - RECEIPT**

(Your Copy)

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 Quality offers you a franchise, Quality must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that Quality 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. Michigan requires that Quality 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 Quality does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency identified on *Exhibit A* to this disclosure document.

The name, principal business address, and telephone number of each franchise seller offering the franchise are as follows: **(Please select one)**

- Kris A. Kaffenbarger, VP, Global System Optimization, Franchise & Portfolio Management
- Stephen Piacentini, Vice President – Restaurant Development
- Dan March, Director – Global Franchise Recruiting

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Wendy’s International, LLC and Quality Is Our Recipe, LLC  
 One Dave Thomas Blvd., Dublin, OH 43017 Phone: (614) 764-3100

The issuance date of this franchise disclosure document is March 25, 2022. Quality authorizes the respective state agents identified on *Exhibit A* to receive service of process for us in the particular states, as well as Quality’s regular agents for service of process listed in *Exhibit J*.

I have received a Disclosure Document from Quality dated as of March 25, 2022, that includes the following exhibits:

- |     |   |   |                            |
|-----|---|---|----------------------------|
| 1.  | State Administrator List  | - | Exhibit A                  |
| 2.  | The Franchise Agreement (with the Ownership Acknowledgment and Guaranty attached as exhibits) with various State Addenda  | - | Exhibit B                  |
| 3.  | Development Agreement, Groundbreaking Development Agreement, Amendment  |   | Exhibits C-1, C-2, and C-3 |
| 4.  | Relationship Agreement  |   | Exhibit D                  |
| 5.  | New Build Minimum Requirements  |   | Exhibit E                  |
| 6.  | Remodel Minimum Requirements  |   | Exhibit F                  |
| 7.  | Refresh Minimum Requirements  | - | Exhibit G                  |
| 8.  | Refresh Lite Minimum Requirements   | - | Exhibit H                  |
| 9.  | Renewal Agreement   | - | Exhibit I                  |
| 10. | Agents for Service of Process   | - | Exhibit J                  |
| 11. | Preliminary Letter Agreement  | - | Exhibit K                  |
| 12. | Project Management Agreement  | - | Exhibit L                  |
| 13. | REPP Letter of Agreement with exhibits  | - | Exhibit M                  |
| 14. | Build-to-Suit Letter of Agreement with exhibits   | - | Exhibit N                  |
| 15. | New Restaurant Development Incentive Program Addenda  | - | Exhibit O                  |
| 16. | Drive Thru Only and Drive Thru Only+ Early Adopter Agreement; Global 2.0 Freestanding Drive-Thru Early Adopter Agreements | - | Exhibits P-1 and P-2       |
| 17. | Financing Documents   | - | Exhibit Q                  |
| 18. | Table of Contents of Operations Manual  | - | Exhibit R                  |
| 19. | List of Outlets by State  | - | Exhibit S-1                |
|     | List of Franchise Agreements Signed but Outlets Not Open  | - | Exhibit S-2                |
|     | List of Former Franchisees  | - | Exhibit S-3                |
| 20. | Financial Statements  | - | Exhibit T                  |
| 21. | Wendy’s Technology Products and Services Agreement  | - | Exhibit U                  |
| 22. | WenDigital Products and Services Agreement  | - | Exhibit V                  |

FRANCHISEE:

**Date this Disclosure Document Received**

Print name: \_\_\_\_\_

On behalf of: \_\_\_\_\_

***(Keep this copy for your records)***

**ITEM 23 - RECEIPT**

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FRANCHISEE:

**Date this Disclosure Document Received**

Print name: \_\_\_\_\_

On behalf of: \_\_\_\_\_

***(This copy to be dated, signed and returned to Quality, Attn: Franchise Legal Dept.)***