


## FRANCHISE DISCLOSURE DOCUMENT

 <p><b>FIREHOUSE SUBS</b> FOUNDED BY FIREMEN</p>	<p><b>FIREHOUSE OF AMERICA, LLC</b> a Florida limited liability company 12735 Gran Bay Parkway, Suite 150 Jacksonville, Florida 32258 (904) 886-8300 e-mail address: <a href="mailto:franchising@firehousesubs.com">franchising@firehousesubs.com</a> <a href="http://www.firehousesubs.com">www.firehousesubs.com</a> <a href="http://www.facebook.com/firehousesubs">www.facebook.com/firehousesubs</a></p>
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The franchise is for the establishment and operation of a restaurant which offers and serves large-portion hot submarine style sandwiches in a unique fire-fighting atmosphere and decorum at an economical price under the FIREHOUSE SUBS® trade name and business system (a “**FIREHOUSE SUBS® Restaurant**” or “**Restaurant**”).

The total investment necessary to begin operation of a single FIREHOUSE SUBS® Restaurant ranges from \$166,671 to \$952,235 for Traditional Restaurants; \$475,133 to \$525,572 for End-Cap Strip Mall Restaurants w/ Drive Thru; and \$450,813 to \$770,070 for Free-Standing Restaurants w/ Drive Thru. These totals include the following amounts in Item 5 that must be paid to us or our affiliates: an initial franchise fee of \$20,000; the fee for a mural ranges from \$3,000 to \$4,600; and the MIS System Fee ranges from \$900 to \$1,200. If you sign an Area Development Agreement (the “**Development Agreement**”), you will also pay a Development Fee equal to \$10,000 times the number of Restaurants to be developed. The portion of the Development Fee allocable to each Restaurant (which is \$10,000 for each Restaurant) will be credited against the initial franchise fee for that Restaurant. The total investment necessary to develop from 2 to 5 Restaurants is \$188,671 to \$1,030,235 for Traditional Restaurants; \$497,133 to \$704,572 for End-Cap Strip Mall Restaurants / Drive Thru; \$482,813 to \$878,070 for Free-Standing Restaurants w/ Drive Thru.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosure in different formats, contact Greg Delks, 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258; (904) 606-5145.

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 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 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.

Date of Issuance: March 25, 2022

## 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 and losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits “N” and “O.”
<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 supplies you must use.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21, or Exhibit “A” includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only FIREHOUSE SUBS® Restaurant 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 FIREHOUSE SUBS® Restaurant franchisee?</b>	Item 20 or Exhibits “N” and “O” 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 registration requirements, or to contact your state, use the agency information in Exhibit “P.”

Your state also may have laws and 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 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 Florida. 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 Florida 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 require other risks to be highlighted.



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

**THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS  
THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE  
FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE  
PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.**

1. 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.

2. A provision that permits a franchisor to terminate a franchise before the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

3. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years; and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

4. 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.

5. 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.

6. 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:

(a) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(b) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(c) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(d) 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.

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan  
Department of Attorney General  
CONSUMER PROTECTION DIVISION  
Attention: Franchise  
G. Mennen Williams Building  
525 West Ottawa, 1st Floor  
Lansing, Michigan 48909  
Telephone Number: (517) 373-7117

**FIREHOUSE SUBS® RESTAURANTS FRANCHISE DISCLOSURE DOCUMENT**  
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**ITEM 1.**  
**THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES**

**The Franchisor and any Parents, Predecessors, and Affiliates**

The Franchisor is **FIREHOUSE OF AMERICA, LLC**, referred to as “we,” “us,” or “our.” We also do business under the name “FIREHOUSE SUBS® Restaurants.” “You” means a person who buys the right to operate a FIREHOUSE SUBS® Restaurant from us. If you are a corporation, partnership or other entity, certain provisions of our Franchise Agreement also will apply to your owners. This Disclosure Document will indicate when your owners also are covered by a particular provision.

We are a Florida limited liability company organized by filing Articles of Organization with the Florida Department of State on November 16, 2004, but we were not organized until December 1, 2004. Our current principal business address is 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258. Our agent in this state for service of process is, if applicable, disclosed in Exhibit “P.” We conduct business under our corporate name and under the trade and service marks “**FIREHOUSE SUBS® Est. 1994 and design,**” “**FIREHOUSE SUBS® and Design,**” and “**FIREHOUSE SUBS®**” and associated logos, designs, symbols and trade dress (the “**Marks**”). See Item 13.

Our immediate parent and sole member is FRG, LLC (“**FRG**”). FRG was originally incorporated as Firehouse Restaurant Group, Inc., a Florida corporation, on February 20, 1995 and converted to a Florida limited liability company under the name FRG, LLC on December 9, 2021. Its principal business address is the same as ours: 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258. FRG’s agent for service of process is Cogency Global, Inc., 115 N. Calhoun Street, #4, Tallahassee, Florida 32301. FRG has no obligations to franchisees and does not provide any services to franchisees. FRG has licensed us the right to use all of its Marks in connection with our franchising activities. See Item 13. Prior to a reorganization on December 26, 2004 (the “**Reorganization Date**”) establishing us as a wholly owned subsidiary, FRG was the franchisor of FIREHOUSE SUBS® Restaurants and sold 219 FIREHOUSE SUBS® franchises, of which 178 were open and operating. FRG offered franchises from February 20, 1995 until the Reorganization Date. We began offering franchises in January 2005 following the Reorganization Date. We do not engage in other business activities and have not offered franchises in other lines of business, except our Area Representative Program.

Some of our affiliates that relate to our and FRG’s operations are:

	<b>Name</b>	<b>Type</b>	<b>Where Formed</b>	<b>Date Formed</b>	<b>No. Rests. Operated</b>	<b>Principal Address</b>
1.	Firehouse Subs, Inc. (“ <b>FSI</b> ”)	Corporation	Florida	06/20/94	3	12735 Gran Bay Parkway, Suite 150 Jacksonville, F: 32258
2.	FRG of Florida, LLC (“ <b>FRG Florida</b> ”)	Limited Liability Company	Florida	12/29/00	31	12735 Gran Bay Parkway, Suite 150 Jacksonville, FL 32258
3.	FRG of Iowa, LLC (“ <b>FRG-Iowa</b> ”)	Limited Liability Company	Florida	07/06/17	4	12735 Gran Bay Parkway Suite 150 Jacksonville, FL 32258
4.	Firehouse Subs System Fund, Inc. (“ <b>FSSF</b> ”)	Corporation	Florida	06/05/01	Not Applicable	12735 Gran Bay Parkway, Suite 150 Jacksonville, FL 32258
5.	Firehouse Subs Market Fund, Inc. (“ <b>FSMF</b> ”)	Corporation	Florida	01/29/03	Not Applicable	12735 Gran Bay Parkway, Suite 150 Jacksonville, FL 32258

	<b>Name</b>	<b>Type</b>	<b>Where Formed</b>	<b>Date Formed</b>	<b>No. Rests. Operated</b>	<b>Principal Address</b>
6.	Firehouse Subs of Canada ULC (“ <b>FH Canada</b> ”)	Unlimited Liability Company	British Columbia, Canada	02/20/14	None	2100-40 King Street West Toronto, Ontario, Canada M5H 3C2

The first 3 affiliates named above own and operate FIREHOUSE SUBS® Restaurants. FSSF administers the System Fund and FSMF administers the Co-op. FH Canada offers, sells and services franchises in Canada. Except for FH Canada, none of our affiliates above have offered, and do not currently offer, franchises for this or any other lines of business; nor sell products or services to our franchisees. As of December 31, 2021, FH Canada has 49 franchised FIREHOUSE SUBS® Restaurants in Canada.

Effective as of December 15, 2021, FRG and its stockholders (collectively, the “**Seller**”) sold all of the capital stock of FRG to North Pole Acquisition, Inc. (the “**Purchaser**”), whose principal business address is 5707 Blue Lagoon Drive, Miami, Florida 33123.

Accordingly, the Purchaser is FRG’s immediate parent, and along with the Purchaser we are indirect subsidiaries of Restaurant Brands International Limited Partnership (“**RBILP**”), a limited partnership organized under the laws of the Province of Ontario. The general partner of RBILP is Restaurant Brands International Inc., a Canadian corporation (“**RBI**”). The principal place of business of RBILP and RBI is 130 King Street West, Suite 300, Toronto, Ontario M5X 1K6 Canada, Canada. 3G Restaurant Brands Holdings, L.P., a Cayman Islands limited partnership, (“**3G Holdings**”) owns the largest percentage of the combined voting power of RBI (approximately 29%). 3G Holdings’ general partner is 3G Restaurant Brands Holdings General Partner Ltd., a Cayman Islands exempted company (“**3G Restaurant Brands GP**”). 3G Holdings and 3G Restaurant Brands GP are each located at c/o 3G Capital, Inc., 600 Third Avenue, 37th Floor, New York, New York 10016.

Through a variety of entities, RBILP is also the parent of the franchisors of the following 3 restaurant franchising enterprises that are our affiliates:

**Burger King Restaurants:** Since 1954, Burger King Corporation (“**BKC**”) has been operating and franchising the operation of Burger King® quick-service hamburger restaurants in the United States. As of December 31, 2021, there were 19,247 total Burger King® restaurants worldwide, of which 7,105 were located in the United States. Of the total number of Burger King® restaurants in the United States, 51 were owned by BKC or an affiliate of BKC. Of BKC’s affiliates, only Burger King Europe GmbH (“**BK Europe**”), BK AsiaPac, Pte. Ltd. (“**BK APac**”) and BK Canada Service ULC (“**BK Canada**”) offer franchises in their respective countries or regions. BK Europe and BK APac have operated and franchised the operation of Burger King® restaurants since April 2006 and BK Canada since April 2016. As of December 31, 2021, BK Europe had 6,055 franchised Burger King® restaurants. BK Europe’s principal business address is Dammstrasse 23, 6300, Zug, Switzerland. BK APac had 3,574 franchised Burger King® restaurants. BK APac’s principal business address is 5 Shenton Way, #14-01/03, UIC Building, Singapore 068808 and. BK Canada had 328 Burger King restaurants. BK Canada’s principal business address is 130 King Street West, Suite 300, Toronto, Ontario M5X 1K6 Canada

**Popeyes Louisiana Kitchens:** Since 1992, Popeyes Louisiana Kitchen, Inc. (“**PLK Inc.**”) has been operating and franchising the operation of Popeyes® restaurants (formerly Popeyes Chicken and Biscuits) in the United States. PLK’s affiliate, PLK APAC Pte, Ltd. (“**PLK APAC**”) has been operating and franchising the operation of Popeyes® restaurants in Asia since January 2018 and in Europe from January 2018 through July 2019. PLK’s affiliate, PLK Europe GmbH (“**PLK Europe**”) has been operating and franchising the operation of Popeyes® restaurants in Europe since August 2019. As of December 31, 2021, there were 3,705 Popeyes® restaurants worldwide, of which 2,777 were located in the United States, including the U.S. Territories of

Guam and Puerto Rico. Of the total number of Popeyes® restaurants in the U.S., 41 were owned by PLK. As of December 31, 2021, PLK APAC had 93 franchised Popeyes restaurants. PLK APAC's principal business address is 5 Shenton Way, #14- 01/03 UIC Building, Singapore 068808. PLK Europe had 371 franchised restaurants. PLK Europe's principal business address is Dammstrasse 23, 6300, Zug, Switzerland.

**Tim Hortons Restaurants:** Our affiliate, The TDL Group Corp. (“TDL”), has been selling franchises for Tim Hortons restaurants selling coffee and other non-alcoholic beverages, baked goods, soups, sandwiches and related products in Canada since January 1965. Its principal business address is 130 King Street West, Suite 300, Toronto, Ontario M5X 1K6 Canada, Canada. As of December 31, 2021, there were 3,949 total Tim Hortons restaurants in Canada, including both full service and kiosk restaurants. Of the total number of Tim Hortons restaurants in Canada, 4 were owned by TDL, or an affiliate of TDL. Since July 1984 predecessors of Tim Hortons USA, Inc. (“THUSA”) and currently THUSA, have been selling Tim Hortons unit franchises in the United States. Since July 2020, THUSA has also been selling unit franchises in Latin America. As of December 31, 2021, there were 622, excluding self-serve locations, franchised Tim Hortons restaurants in the United States and 42 franchised restaurants in Latin America. THUSA's principal business address is the same as BKC's. Since 2016, our affiliate, Tim Hortons Restaurants International GmbH and its predecessor, Tim Hortons International S.à.r.l. (“TH International”) is the franchisor for the Tim Hortons brand outside of the United States and Canada, and in July 2020 began focusing on the regions of Europe, the Middle East and Africa. As of December 31, 2021, TH International had 236 franchised Tim Hortons restaurants. TH International's principal business address is Dammstrasse 23, 6300, Zug, Switzerland. Since July 2020, Tim Hortons Asia Pacific Pte. Ltd. (“TH APAC”) has been the franchisor for the Tim Hortons Brand in the Asia Pacific region. TH APAC's principal business address is 5 Shenton Way, #14-01/03 UIC Building, Singapore 068808. As of December 31, 2021, TH APAC had 442 franchised Tim Hortons restaurants.

### **FIREHOUSE SUBS® System**

We and our affiliates have expended considerable time and effort developing a sandwich restaurant system specializing in serving large portion hot submarine style sandwiches, in a unique fire-fighting atmosphere and decorum, at an economical price (a “**FIREHOUSE SUBS® Restaurant**” or a “**Restaurant**”). FIREHOUSE SUBS® Restaurants operate under the service marks and trade name “**FIREHOUSE SUBS® Est. 1994 and design,**” “**FIREHOUSE SUBS® and design,**” “**FIREHOUSE SUBS**” and under distinctive business formats, methods, procedures, designs, layouts, signs, equipment, menus, recipes, trade dress, standards and specifications, all of which we may improve, further develop or otherwise modify from time to time (the “**System**”). We use, promote and license in the operation of a FIREHOUSE SUBS® Restaurant the Marks, certain trademarks, service marks and other commercial symbols, including the trade and service marks “**FIREHOUSE SUBS® Est. 1994 and design,**” “**FIREHOUSE SUBS® and design,**” “**FIREHOUSE SUBS**” and other associated logos, designs, artwork and trade dress, trademarks, service marks, commercial symbols, and e-names, which have gained and continue to gain public acceptance and goodwill, and may create, use and license additional trademarks, service marks, e-names and commercial symbols in conjunction with the operation of FIREHOUSE SUBS® Restaurants (collectively, the “**Marks**”).

### **Our Unit Franchise Program**

In this Disclosure Document we grant a franchise for the right to own and operate a FIREHOUSE SUBS® Restaurant (the “**Franchise**”) at a single location to persons who meet our qualifications and who are willing to undertake the investment and effort. The Franchise will be granted for a single location that we approve. FIREHOUSE SUBS® Restaurants operate under the Marks and under the System. Our current form of Franchise Agreement is attached as Exhibit “C.”

## **Our Area Development Program**

In this Disclosure Document, we also grant to persons who meet our qualifications and who are willing to undertake the investment and effort the right to develop, within a predetermined time frame, and operate Restaurants at multiple locations within a specific geographical area (“**Area Developer(s)**”). Our standard form of Development Agreement (the “**Development Agreement**”) is attached as Exhibit “D.” See Items 5 and 12. In addition, each Restaurant opened pursuant to the Development Agreement is operated under our then-current separate Franchise Agreement (attached as Exhibit “C”).

## **Our Area Representative Program**

We offered franchises for FIREHOUSE SUBS® area representative businesses starting on the Reorganization Date until December 15, 2021, and no longer do so. FRG offered area representative franchises from April 1, 2005 until the Reorganization Date. We and FRG have sold 43 Area Representative Businesses with some holding multiple area representative agreements, but we recently converted many of them to direct support from us so that the total number of Area Representative Businesses in operation as of December 31, 2021, is 4. In those converted areas, we sell and support our Franchises directly. See Exhibit “M” for information on any Area Representatives in your city and state. In those markets, area representatives provide various solicitation, marketing, and support services to our franchisees.

## **Competition**

You will be competing with other Restaurants, casual restaurants, fast food restaurants, full service restaurants, grocery stores and specialty stores that offer food and food-related products. These restaurants and similar businesses may be associated with national or regional chains or may be local independent restaurants and other businesses. You also will be competing with other food service outlets that feature products and services that differ from those offered by FIREHOUSE SUBS® Restaurants. Your products and services will be offered to the general public, to individual consumers, for on-site consumption and carry out; not delivery. The market for FIREHOUSE SUBS® Restaurants is developed in some areas and developing in other areas, depending on the number of this type of restaurant in the particular area.

## **Regulations**

There are no regulations specific to the industry in which FIREHOUSE SUBS® Restaurants operate, although you must comply with all local, state and federal, health and environmental laws that apply to restaurant operations. You will also be required to comply with workers’ compensation, equal protection and workplace safety laws and regulations, labor laws, including Title VII, and the ADA.

## **ITEM 2. BUSINESS EXPERIENCE**

### **Director and Chief Executive Officer: Don Fox**

Mr. Fox joined us in May 2005 and has been our Chief Executive Officer since December 2009. He also was appointed a director on December 15, 2021.

### **Director: Jill Granat**

Ms. Granat was named a director of FRG on December 15, 2021. She has been a director of PLK Inc. since March 2017. She has served as the Secretary of PLK Inc. since October 2017 and as the Secretary of THUSA since January 2015. Ms. Granat has been General Counsel of RBI since December 2014. She has also served as BKC’s General Counsel since February 2011, along with serving in various legal positions in the BKC Legal Department since joining BKC in 1998.



**Director: Matt Dunnigan**

Mr. Dunnigan was named a director of FRG on December 15, 2021. He has been a director and Vice President of PLK Inc. since March 2018. Mr. Dunnigan has been Chief Financial Officer of RBI since January 2018. From October 2014 to January 2018, he served as Treasurer of RBI. Mr. Dunnigan has served as a director of Carrols Restaurant Group, Inc., the parent company of Carrols, LLC, a Burger King franchisee located in Syracuse, New York, since February 2018.

**Chief Executive Officer of Restaurant Brands International Inc.: Jose Cil**

In January 2019, Mr. Cil was named Chief Executive Officer of RBI. Mr. Cil previously served as director and President of BKC from December 2014 to January 2019.

**Chief Operating Officer: Mike Hancock**

Mr. Hancock joined us on April 1, 2022 as our Chief Operating Officer. He was Head of Development for Burger King in Miami, Florida, from April 2017 until August 2017 when he became their Head of Field until October 2018. From October 2018 until April 2022, he was COO for Tim Hortons in Toronto, Ontario, Canada.

**Chief Financial Officer of FRG: Vincent Burchianti**

Mr. Burchianti joined FRG January 27, 2001. He has been its Chief Financial Officer since 2011.

**Senior Vice President of Field Operations: Margaret Rose**

Ms. Rose joined us April 2, 2007. She is currently our Senior Vice President of Field Operations. She was Vice President of Field Operations from December 2012 to January 2021.

**Senior Vice President of Marketing: Kristen Majdanics**

Ms. Majdanics joined us in January 2008. She is currently our Senior Vice President of Marketing. Previously, she was Vice President of Marketing from May of 2017 to January 2021.

**Vice President of Global and Non-Traditional Development: Gregory P. Delks**

Mr. Delks joined us November 27, 2006. He is currently our Vice President of Global and Non-Traditional Development. Previously, he was our Vice President of Franchise Development from June of 2013 to January 2017.

**Vice President of Real Estate Services: John S. Namey**

Mr. Namey joined us in February 2005 and has been our Vice President of Real Estate Services since June of 2013.

**Vice President of Operations Services: Richard Goodman**

Mr. Goodman joined us in November 2011 and has been our Vice President of Operations Services since December of 2013.

**Vice President of Quality Assurance: John Raulerson**

Mr. Raulerson joined us in September 2007. He has been our Vice President of Quality Assurance since January 2017.

**Vice President of Franchise Administration: Kristen Moore**

Ms. Moore joined us in May 2000. Ms. Moore has been our Vice President of Franchise Administration since March of 2018. Previously, she was Director of Franchise Administration for us from December 2012 to March 2018.

**Senior Director of Field Marketing: Marisa Burton**

Ms. Burton joined us August 2010. She has been our Senior Director of Field Marketing since January 2021. Previously, she was Director of Field Marketing from November 2012 to January 2021.

**Director of Franchise Development: Brent Greenwood**

Mr. Greenwood joined us in August 2008. He has been our Director of Franchise Development since December of 2015.

**Director of Franchise Operations: Michael Branson**

Mr. Branson joined us as Franchise Area Director in July 2018 and has been Director of Franchise Operations since October 2020. He joined FRG Florida in Jacksonville, Florida, as District Manager in September 2006 and served as Senior Director of Company Operations from January 2017 to July 2018, and Director of Company Operations from November 2012 to January 2017.

**Director of Franchise Operations: Richard L. Griggs**

Mr. Griggs was promoted to Director of Franchise Operations in September 2020 and previously was our Franchise Business Manager between October 2006 and September 2020.

**Director of Franchise Operations: Shauna Cozzens**

Ms. Cozzens was promoted to Director of Franchise Operations in September 2020 and previously was our Franchise Business Manager from February 2015 to September 2020.

**Director of Franchise Compliance: Donna Cannizzo**

Ms. Cannizzo was promoted to Director of Franchise Compliance in January 2021. She was previously a Franchise Business Manager for us from January 2013 to January 2021.

**Director of Franchise Operations: Scott Friedman**

Mr. Friedman became our Director of Franchise Operations in December 2021. Previously, he was a Firehouse Subs Area Representative / Managing Partner for Arizona Leadership Group, LLC in Phoenix, AZ from July 2006 to December 2021.

See Exhibit "M" for information on any Area Representatives in your city and state.

**ITEM 3.  
LITIGATION**

The litigation below involves only certain of our affiliates or parents. We are not a party to any of these actions.

## Pending Litigation

Steve Holcman vs. Restaurant Brands International Inc., Restaurant Brands International Limited Partnership and The TDL Group Corp., (File No. 500-06-001081-203), The Quebec Superior Court (Class Action Division), filed on June 30, 2020.

A claim was filed against RBI, RBILP and TDL (collectively, “**Tim Hortons**”) on behalf of the Plaintiff individually and all Quebec residents who downloaded the Tim Hortons mobile application. In the complaint, the Plaintiff alleges that Tim Hortons violated (i) the Plaintiff’s privacy rights, (ii) the federal Personal Information Protection and Electronic Documents Act (PIPEDA), (iii) an Act respecting the Protection of Personal and Private Information in the Private Sector, and (iv) Tim Hortons contractual undertaking that the Tim Hortons app would only use its customers’ location while the application is open. The Plaintiff seeks damages of \$100 per class member pursuant to the *Civil Code of Quebec* (sections 3, 35 and 1457); *Quebec Charter* (sections 5 and 49); the *Quebec Consumer Protection Act* (sections 40, 41 and 219); an *Act respecting the Protection of Personal and Private Information in the Private Sector* (sections 5 and 14) and; *PIPEDA* (section 5 and Schedule 1). We are not a party to this litigation.

Ashley Sitko and Ashley Couture vs. Restaurant Brands International Inc., (File No. CV-20-00643263-00CP), Ontario Superior Court of Justice, filed on July 2, 2020.

On July 2, 2020, a Notice of Action was filed against RBI on behalf of the Plaintiffs as representative plaintiffs and all persons residing in Canada who downloaded the Tim Hortons mobile application on their phones or computing devices on or before June 29, 2020. In the Notice, the Plaintiff alleges that TDL violated (i) the federal Personal Information Protection and Electronic Documents Act (PIPEDA), (ii) various Consumer Privacy legislation, (iii) the Competition Act, and (iv) various provincial Privacy legislation. The Plaintiffs seek damages of \$306 million resulting from alleged violations of the above mentions legislations; waiver of tort; and or vicarious liability. We are not a party to this litigation.

Wai Lam Jacky Law vs. Restaurant Brands International Inc. and Radar Labs, Inc., (File No. VLC-S-S-207985), The Supreme Court of British Columbia, filed on August 13, 2020.

On August 13, 2020, a Notice of Civil Claim was filed against RBI and vendor Radar Labs, Inc. (“**Radar**”) (collectively, the “**Defendants**”), on behalf of the Plaintiff individually and on behalf of all persons residing in Canada who downloaded any mobile or tablet application owned, operated or powered by software provided by either RBI or Radar, including, the Tim Hortons mobile application and the Burger King mobile application, on or before June 29, 2020. In the complaint, the Plaintiff alleges that the Defendants violated (i) the federal Personal Information Protection and Electronic Documents Act (PIPEDA), (ii) duties imposed by virtue of the Defendants privacy policies and privacy statements, (iii) the Plaintiff’s privacy rights, (iv) various provincial Privacy legislations, (v) various provincial Consumer Protection legislations, and (vi) the Competition Act. The Plaintiff seeks damages for an unspecified amount resulting from alleged violations of the above mentioned legislations; breach of trust; and/or vicarious liability. We are not a party to this litigation.

Olympia Tile International Inc. vs. Restaurant Brands International Inc., The TDL Group Corp., Ricky Leem and Gesco Limited Partnership, (File No. CV-20-00648343-0000), Ontario Court of Justice filed on September 25, 2020.

On September 25, 2020, Olympia Tile International Inc. Filed a Statement of Claim in the Ontario Superior Court of Justice against RBI, carrying on business as Tim Hortons, The TDL Group Corp., Ricky Leem, and Gesco Limited Partnership, carrying on business as Savoia and Savoia Canada. Plaintiff is a former tile supplier that we previously had dealings with (and have recently move away from). They are claiming damages of \$3,500,000 and \$500,000 in punitive damages on the basis of breach of contract, intentional interference in economic relations, and fraudulent misrepresentation and conspiracy arising from inventory allegedly purchased behalf of Tim Hortons franchisees in reliance of forecasted demand of these tiles for a renovation program. RBI and TDL Group have no record asking for these tiles to be ordered nor do they have a contract with Olympia. RIB and TDL Group have filed a Statement of Defence of Restaurant Brands International In., and The TDL Group Corp. on June 28, 2021 after receiving Plaintiff's Response to a Demand for Particulars. We are not a party to this litigation.

William Jung v. Restaurant Brands International Inc., Restaurant Brands International Limited Partnership, The TDL Group Corp., Burger King Worldwide, Inc., Popeyes Louisiana Kitchen, Inc., and Radar Labs, Inc., (File No. CV-20-00648562-00CP) Ontario Superior Court of Justice, filed on September 30, 2020.

A Statement of claim was served on November 6, 2020 against RBI, RBILP, TDL, Burger King Worldwide, Inc., PLK (collectively, the "RBI Defendants"), and Radar Labs, Inc. ("**Radar**"), on behalf of the Plaintiff as representative plaintiff and any person resident in Canada, outside of Quebec, who downloaded, accessed or had already downloaded one or more of the mobile applications of Tim Hortons, Burger King or Popeyes into a mobile device on or after February 2019. In the claim, the Plaintiff is requesting (i) a declaration that Radar Labs induced RBI Defendants to breach the terms of an agreement, (ii) an order prohibiting the Defendants from collecting location data and other personal information in breach of privacy policies and/or without properly disclosing information around collection and use, (iii) an order requiring certain alleged wrongfully collected information be deleted, (iv) a declaration that there was a breach of various Consumer Protection legislation, (v) a declaration that Defendants are liable for intrusion upon seclusion, and (vi) a declaration that Defendants violated provincial privacy legislations.

The Plaintiff is seeking (a) statutory and general damages to be determined for breach of contract, inducing breach of contract, breach of consumer protection legislation, breach of provincial privacy legislation, and intrusion upon seclusion, (b) recovery of any amounts gained as a result of unfair practices under section 18 of the Consumer Protection Act, and other provincial consumer protection legislation, (c) exemplary and punitive damages of \$30 million, (d) nominal and symbolic damages in an amount to be determined, (e) prejudgment and post judgment interest, (f) costs on a substantial indemnity basis, and (g) cost of administering the plan of distribution of the recovery of the action. The Court ordered a stay in this matter. We are not a party to this litigation.

City of Warwick Municipal Employees Pension Fund v. Restaurant Brands International, et al (Case No. 655686/2020), Supreme Court of the State of New York for the County of New York, filed on October 26, 2020.

On October 26, 2020, City of Warwick Municipal Employees Pension Fund, a purported stockholder of RBI, individually and on behalf of all other stockholders similarly situated, filed a lawsuit in the Supreme Court of the State of New York County of New York naming RBI and certain of its officers, directors and affiliates as Defendants alleging violations of Sections 11, 12(a)(2) and 15 of the Securities Act of 1933, as amended, in connection with the offering of securities by an affiliate in August and September 2019. The complaint alleges that the shelf registration statement used in connection with such offering contained certain false and/or misleading statements or omissions. The complaint seeks, among other relief, class certification of the lawsuit, unspecified compensatory damages, rescission, pre-judgment and post-judgment interest, costs and expenses. On December 18, 2020, the Plaintiffs filed an amended complaint. RBI filed a motion to dismiss the complaint on February 16, 2021 and the Plaintiffs filed a brief in opposition to the motion in April 2021. We are not a party to this litigation.

Arrington v. Burger King Worldwide, Inc., (Case No. 18-24128-CV-MARTINEZ/AOR), United States District Court for the Southern District of Florida filed on March 15, 2019.

In October 2018 and November 2018, four separate class action complaints; Jarvis Arrington v. Burger King Worldwide and Burger King Corporation, (Case No. 1:18-cv-24128-JEM), Monique Michel v. Restaurant Brands International, Inc., Burger King Worldwide Inc., and Burger King Corporation, (Case No. 1:18-cv-24304-JEM), Geneva Blanchard and Tiffany Miller v. Burger King Corporation and Burger King Worldwide, Inc., (Case No. 1:18-cv-24576 – SCOLA/TORRES), and Sandra Munster v. Restaurant Brands International Inc., Burger King Worldwide, Inc. and Burger King Corporation, (Case No. 1:18-cv-24623 – RNS) were filed against BKC and various BKC affiliates (“**Defendants**”) in the U.S. District Court for the Southern District of Florida. Plaintiffs allege that they have been employed at a BURGER KING® restaurant at some point after 2010, and are filing the complaint individually and on behalf of all others similarly situated. Plaintiffs allege that Defendants violated Section 1 of the Sherman Antitrust Act by incorporating an employee no-solicitation and no-hiring clause in the standard form franchise agreement all Burger King® franchisees must sign. Plaintiffs seek injunctive relief and damages for themselves and other members of the class. On January 17, 2019 the Court issued an order consolidating all four cases. On March 15, 2019 the Plaintiffs filed the Consolidated Complaint in the matter, and on April 19, 2019 Defendants filed a Consolidated Motion to Dismiss. The Plaintiffs filed an Opposition to the Motion to Dismiss on May 23, 2019, and Defendants filed a Reply in Support of the Motion to Dismiss on June 10, 2019. The Court Granted the Motion to Dismiss on March 24, 2020. Plaintiffs filed a motion for leave to amend their complaint on April 20, 2020, and the Defendants filed a motion opposing the motion for leave to amend on April 27, 2020. On August 24, 2020 the court denied the Plaintiffs’ motion for leave to amend their complaint. On September 22, 2020 the Plaintiffs filed a notice to appeal the Court’s decision to the federal appellate court. A court ordered mediation was held on December 7, 2020 but the parties did not reach a settlement. On January 27, 2021, the Defendants filed their answer in the case. In February 2021 the International Franchise Association and the Florida Chamber of Commerce filed separate amicus briefs in support of Defendants. The Plaintiffs filed their reply brief on March 17, 2021. The Court heard oral arguments for this case on September 22, 2021. We are not a party to this litigation.

PLK APAC PTE. Ltd. (“PLKA”) and Restaurant Brands International, Inc. v. Popeyes Shanghai Restaurant Management Co. Ltd.; TFI TAB Gıda Yatırımları A.Ş.; and TFI Asia

Holdings B.V., (International Chamber of Commerce, International Court of Arbitration, ICC CASE NO. 26121/HTG) filed on March 12, 2021.

On March 12, 2021, PLKA filed its initial Statement of Claim with the International Court of Arbitration in Singapore seeking declaratory relief; specifically, a declaration that PLKA properly exercised its right to terminate the MFDA on December 7, 2020 following Respondent's breach of the MFDA. Respondents filed their initial Answer on May 24, 2021, containing their basic defenses, along with four counterclaims with unspecified damages, and adding RBI as a party to the proceeding. Respondents have alleged lost profits of \$53,264,697, plus lost franchise income of \$5,543,475. PLKA filed its Memorialized Statement of Claim on July 8, 2021. Respondents filed their Memorialized Defenses and Counterclaims on September 6, 2021. PLKA and RBI filed their Memorialized Defenses to Respondents' Counterclaims and Reply in support of PLKA's Statement of Claim on December 16, 2021. Respondents' Memorialized Rejoinder and Reply to the Defenses to its Counterclaims was filed on February 28, 2022. The final hearing in this matter is scheduled for May, 2022. We are not a party to this litigation.

### **Concluded Litigation**

### **Multi-Jurisdictional No-Poach Settlements**

In February 2020, BKC, PLK, Inc. and THUSA entered into a Settlement Agreement with the states of Massachusetts, California, Illinois, Iowa, Maryland, Minnesota, New Jersey, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, and the District of Columbia. At this same time, our affiliates: (a) BKC entered into a Settlement Agreement with Massachusetts, California, Illinois, Iowa, Maryland, Minnesota, New Jersey, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, Vermont and the District of Columbia; and (b) THUSA entered into a Settlement Agreement with the states of Massachusetts, California, Illinois, Iowa, Maryland, Minnesota, New Jersey, New York, Pennsylvania and Rhode Island.

Each of these settlement agreements arose out of an investigation by the states Attorney Generals regarding the alleged impact of the no-poach provision of the BKC, PLK, Inc. and THUSA franchise agreement which purportedly restricts franchisees from soliciting or employing each other's employees in the franchise agreements of BKC, PLK, Inc. and THUSA. The states alleged that these provisions and there use violated state antitrust laws, consumer protection laws and laws governing the free exercise of the right to contract for employment. Although each of BKC, PLK, Inc. and THUSA denied all allegations and each of them had already removed the provisions from their current Franchise Agreement, BKC, PLK, Inc. and THUSA entered into the Settlement Agreement and, among other things, agreed to not enforce these provisions in existing franchise agreements, notify their franchisees that they had entered into the settlements, attempt to get franchisees with a no-poach provision in their franchise agreement to remove it, notify the Attorneys General of any franchisees who failed to remove the provisions, post a notice at company-owned locations, and ask franchisees to post a notice at their locations, indicating that these types of provisions are unenforceable. Neither BKC, PLK, Inc. or THUSA paid any money under the Settlement Agreements. These states are in the process of instituting actions in their courts to enforce the settlement agreements through Final Judgments and Orders, Assurances of Discontinuance, Assurances of Voluntary Compliance and similar methods.

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

### **ITEM 4. BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

## **ITEM 5. INITIAL FEES**

### **Application Deposit**

Prospective franchisees must pay us a deposit of \$2,500 (the “**Deposit**”). The Deposit is not refundable, but it will be applied to the initial franchise fee. We hold and apply the Deposit in accordance with our Application and Deposit Agreement (the “**Deposit Agreement**”). A copy of it is attached as Exhibit “B.” You must pay the Deposit when you sign the Deposit Agreement which will not be due until 14 calendar days after we have provided you with this disclosure document. We carefully evaluate all prospective franchise owners and the markets in which they want to operate. As part of this evaluation, you must attend and observe the operation of a FIREHOUSE SUBS® Restaurant (the “**Observation Process**”) for at least 2 business days or 16 hours. You will not be paid any compensation during the Observation Process. Your observation does not constitute training of any type. The Deposit helps ensure that applicants are serious before we undertake those evaluation efforts.

### **Initial Franchise Fee**

Your initial franchise fee is \$20,000. You must pay the initial franchise fee in a lump sum (less the Deposit) when you sign the Franchise Agreement. In consideration for this initial franchise fee, we grant you a franchise to operate a Restaurant in a specified protected Territory and provide you with initial training. If you do not satisfactorily complete training, we will terminate the franchise agreement. The initial franchise fee is fully earned and nonrefundable. We use the fee to provide training and other services to our franchisees.

### **Mural**

Every FIREHOUSE SUBS® Restaurant displays a mural that we commission for that Restaurant. Although we own all copyrights to the artwork, you must purchase the mural either from us or the artist we commission to paint it. The mural’s cost ranges from \$3,000 to \$4,600 and is payable when ordered. It is not refundable.

### **Management Information System Fee**

You must pay us an annual Management Information System Fee (the “**MIS System Fee**”) of \$1,200 for use of our mandated management information system (“**MIS System**”). The MIS System Fee is due annually even if the Restaurant has not yet opened. Upon signing your Agreement, you must pay us a proportionate share of the MIS System Fee to cover the period from the date of the Agreement through December 31 of that year. For example, if the Agreement Effective Date is August 1, then you must immediately pay us \$500 to cover the period August 1 through December 31. The MIS System Fee is not refundable.

### **Area Development Program**

We charge a Development Fee for you to obtain the exclusive right to open multiple Restaurants in a pre-determined area in a specific amount of time under the Development Agreement. The amount paid is equal to ½ of the initial franchise fee times the number of Restaurants scheduled to be developed. During 2021, the Development Fees ranged from \$10,000 to \$30,000. You must pay the Development Fee in a lump sum when you sign the Development Agreement. The Development Fee is fully earned and non-refundable. As an accommodation for payment of the Development Fee, the Initial Franchise Fee for each Restaurant to be developed is reduced to ½ of the then-current initial franchise fee and is payable each time you sign a Franchise Agreement for a Restaurant to be developed under the Development Agreement.

Except as otherwise stated above, all fees are charged on a uniform basis.

**ITEM 6.  
OTHER FEES**

<b>Type of Fee<sup>1</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Royalty	6% of Gross Sales <sup>2</sup> per Accounting Period <sup>3</sup> Reduced to 3% of Gross Sales during the first 2 years of operation for each Incentive Restaurant you open <sup>4</sup>	Payable the 3 <sup>rd</sup> day of Accounting Period <sup>3</sup>	We may require you to pay the royalties by electronic transfer. See Note 1.
MIS System Fees	\$1,200	Payable on the 1 <sup>st</sup> day of each year even if the Restaurant has not yet opened	We may require you to pay this MIS System Fee by electronic transfer.
System Fund	Not to exceed 1% of Gross Sales <sup>2</sup> per Accounting Period <sup>3</sup> (currently 1%)	Payable the 3 <sup>rd</sup> day of each Accounting Period <sup>3</sup>	Paid to the System Fund we established for the creation and development of marketing, advertising and related programs and materials on a system-wide basis.
Local Advertising	4% of Gross Sales <sup>2</sup>	Payable the 3 <sup>rd</sup> day of each Accounting Period <sup>3</sup>	Payments to the marketing co-op established in your market count toward this expenditure.
Additional Training	\$50 per person, per day	Before training begins	We train you and 1 other person (or 2 of your owners) free. If space is available, we will also train up to 3 additional people at no charge. (See Item 11) – Additional training is provided if necessary. There is no established schedule or frequency for additional training. It is provided on an as-needed basis.
Refresher Training	\$100 per person, per day	30 days after billing	Payable if you want to send additional Managers through the full training program.
Transfer	½ of our then-current initial franchise fee; \$1,500 if transfer is among your owners	Prior to consummation of transfer	Payable when the Franchise Agreement or a controlling interest in you is transferred.



<b>Type of Fee<sup>1</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Renewal	¼ of our then-current initial franchise fee	At the time you elect to acquire a successor franchise	You may elect to acquire a successor franchise during the 9 <sup>th</sup> year of the Term, but no later than 180 days before expiration.
MIS Fees	To be determined; not currently charged	As incurred	We may charge a reasonable fee for modifications and enhancements made to any proprietary software we license to you or other Computer System maintenance and support services we furnish.
Audit	Cost of inspection or audit plus travel	15 days after billing	Payable only if you fail to furnish reports, supporting records or other required information or if sales are underreported by 2% or more.
Interest	Lesser of 18 % per month or highest contract rate of interest allowed by law	15 days after billing	Payable on all overdue amounts.  The maximum interest rate in California is 10% per annum.
Late Payment Penalties	\$250	Due on payment of late amount	Payable on all late payments, late reports and dishonored checks, including interest.
Manual	\$100	At time of purchase	Cost of replacement copy. (Note: your copy of the Manual is only on loan to you.)
Management Fee	\$1,500 per week	As agreed	Payable during period that our appointed manager manages the Restaurant upon your death or disability.
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	Payable upon your failure to comply with the Franchise Agreement.
Indemnification	Will vary under circumstances	As incurred	You have to reimburse us if we are held liable for claims arising from your Restaurant's operations.
Testing	\$250 per day plus laboratory fees, professional fees, personnel travel and living expenses and other 3 <sup>rd</sup> party fees we incur	At time of request	This covers the costs of testing new products or inspecting new suppliers you propose.

Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Relocation Expenses	Costs of Relocation	15 days after billing	This covers the cost we incur if you want to relocate the Restaurant.
Successor Extension Fee	Currently, \$500 for every 2-week extension granted.	As incurred	If you fail to timely satisfy the deficiencies noted in our notice to your request for a successor franchise (the “ <b>Response Notice</b> ”) prior to the expiration of your Franchise Agreement, you may request an extension. If we agree to grant you an extension, you must meet the following conditions: (1) pay us our then-current extension fee and (2) complete the correction of the deficiencies on or before the end of time we set for the extension.

1. All fees are imposed by and payable to us except the local co-op and System Fund fees. All fees are uniformly imposed and are non-refundable, except as provided in Item 5. We may require that you pay any or all recurring or periodic fees by electronic transfer.

2. “**Gross Sales**” are defined as the total actual gross charges for all products (food and non-food) and services sold to customers of the Restaurant for cash or credit, whether these sales are made at or from the Restaurant premises, or any other location. However, any amounts that you collect and transmit to state or local authorities as sales, use or other similar taxes are excluded from the definition of Gross Sales

3. “**Accounting Period**” is that period we designate in the Manual (currently a 7-day accounting period for Royalty and Marketing calculations that runs from Monday through Sunday and a 4, 4, 5-week accounting system for financial statement purposes).

**ITEM 7.  
ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT  
(TRADITIONAL NEW RESTAURANT DEVELOPMENT)**

Type of Expenditure	Low Amount	High Amount	Method Of Payment	When Due	To Whom Payment is to be Made
Deposit (1)	\$0	\$2,500	Lump Sum	Payable on signing Deposit Agreement	Us
Balance of Initial Franchise Fee (Less any Deposit) (2)(19)	\$0	\$17,500	Lump Sum	Payable on signing Franchise Agreement	Us
Mural (3)	\$3,500	\$4,495	Lump Sum	Payable at time of order	Artist

Type of Expenditure	Low Amount	High Amount	Method Of Payment	When Due	To Whom Payment is to be Made
Travel and Living Expenses during Training (4)	\$0	\$7,200	As incurred	As incurred	Third Parties
Opening Advertising (5)	\$5,000	\$11,170	As incurred	As incurred	Third Parties
Rental of Site (3 months) (6)	\$4,800	\$12,200	As incurred	Monthly	Third Parties
Real Property Improvements (7)	\$0	\$25,000	Monthly	Monthly	Third Parties
Leasehold Improvements (8)	\$120,000	\$388,997	Prior to Opening	As incurred	Third Parties
Deposits and Prepaid Expenses (9)	\$0	\$15,000	Prior to Opening	Lump Sum	Third Parties
Signs (10)	\$1,800	\$18,000	Prior to Opening	As incurred	Third Parties
Equipment and Fixtures (11)	\$26,571	\$142,041	Prior to Opening	As incurred	Third Parties
Opening Inventory (12)	\$5,000	\$35,000	Prior to Opening	Lump Sum	Third Parties
Business Licenses (13)	\$0	\$5,248	Prior to Opening	Lump Sum	Third Parties
Insurance (14)	\$0	\$8,800	As Agreed	As Incurred	Third Parties
Miscellaneous Expenses (3 months) (15)	\$0	\$187,000	As Agreed	As Incurred	Third Parties
Additional Funds (Working Capital – 3 months)	\$0	\$65,000	As Agreed	As Incurred	Third Parties
MIS System Fee (16)	\$0	\$1,200	Prior to Opening	Lump Sum	Us
Accounting System Fee (17)	\$0	\$4,000	As Incurred	As Incurred	Third Parties
<b>TOTAL ESTIMATED INITIAL INVESTMENT UNDER THE UNIT FRANCHISE PROGRAM (EXCLUDING REAL ESTATE PURCHASE COSTS)(18)</b>	<b>\$166,671</b>	<b>\$950,351</b>			
Development Fee (19) (based on actual 2021 data)	\$10,000	\$60,000	Lump Sum	On signing the Development Agreement	Us
Vehicle (20)	\$12,000	\$18,000	Prior to Opening	As incurred	Third Parties

Type of Expenditure	Low Amount	High Amount	Method Of Payment	When Due	To Whom Payment is to be Made
<b>TOTAL ESTIMATED INITIAL INVESTMENT UNDER THE AREA DEVELOPMENT PROGRAM (18, 21)</b>	<b>\$181,371</b>	<b>\$1,030,235</b>			

We relied on our experience and that of our affiliates and franchisees to compile these estimates. We also utilized the data summarized below to do so:

- The actual lowest total investment for an individual Restaurant of this category during 2021 was \$267,503 and the actual highest total investment for an individual Restaurant was \$682,994.
- Average total cost for a typical Firehouse Subs® Restaurant is \$412,731.
- Below is a Table showing the breakdown of Restaurants of this category opened in 2021 and their total investment range based on investment totals given to us by the franchisees:

Item	\$250,000 - \$349,000	\$350,000 - \$449,000	\$450,000 - \$549,000	\$550,000 - \$649,000	\$650,000 - \$749,000
Number of Restaurants	5	12	5	1	1
Total Number of Restaurants	24	24	24	24	24
Percentage of Restaurants	21%	50%	21%	4%	4%

**YOUR ESTIMATED INITIAL INVESTMENT**  
**(END-CAP STRIP MALL RESTAURANTS W/ DRIVE THRU)**

Type of Expenditure	Low Amount	High Amount	Method Of Payment	When Due	To Whom Payment is to be Made
Deposit (1)	\$2,500	\$2,500	Lump Sum	Payable on signing Deposit Agreement	Us
Balance of Initial Franchise Fee (Less any Deposit) (2)(19)	\$17,500	\$17,500	Lump Sum	Payable on signing Franchise Agreement	Us
Mural (3)	\$3,175	\$3,175	Lump Sum	Payable at time of order	Artist
Travel and Living Expenses during Training (4)	\$0	\$878	As incurred	As incurred	Third Parties
Opening Advertising (5)	\$5,000	\$5,000	As incurred	As incurred	Third Parties
Rental of Site (3 months) (6)	\$6,563	\$18,601	As incurred	Monthly	Third Parties

Type of Expenditure	Low Amount	High Amount	Method Of Payment	When Due	To Whom Payment is to be Made
Real Property Improvements (7)	\$0	\$0	Monthly	Monthly	Third Parties
Leasehold Improvements (8)	\$254,492	\$367,442	Prior to Opening	As incurred	Third Parties
Deposits and Prepaid Expenses (9)	\$5,000	\$5,685	Prior to Opening	Lump Sum	Third Parties
Signs (10)	\$14,000	\$17,889	Prior to Opening	As incurred	Third Parties
Equipment and Fixtures (11)	\$125,000	\$127,405	Prior to Opening	As incurred	Third Parties
Opening Inventory (12)	\$14,000	\$18,552	Prior to Opening	Lump Sum	Third Parties
Business Licenses (13)	\$250	\$375	Prior to Opening	Lump Sum	Third Parties
Insurance (14)	\$1,600	\$4,218	As Agreed	As Incurred	Third Parties
Miscellaneous Expenses (3 months) (15)	\$7,000	\$14,852	As Agreed	As Incurred	Third Parties
Additional Funds (Working Capital – 3 months)	\$18,453	\$25,000	As Agreed	As Incurred	Third Parties
MIS System Fee (16)	\$600	\$600	Prior to Opening	Lump Sum	Us
Accounting System Fee (17)	\$0	\$0	As Incurred	As Incurred	Third Parties
<b>TOTAL ESTIMATED INITIAL INVESTMENT UNDER THE UNIT FRANCHISE PROGRAM (EXCLUDING REAL ESTATE PURCHASE COSTS)(18)</b>	<b>\$475,133</b>	<b>\$626,672</b>			
Development Fee (19) (based on actual 2021 data)	\$10,000	\$60,000	Lump Sum	On signing the Development Agreement	Us
Vehicle (20)	\$12,000	\$18,000	Prior to Opening	As incurred	Third Parties
<b>TOTAL ESTIMATED INITIAL INVESTMENT UNDER THE AREA DEVELOPMENT PROGRAM (18, 21)</b>	<b>\$497,133</b>	<b>\$704,672</b>			

We relied on our experience and that of our affiliates and franchisees to compile these estimates. We also utilized the data summarized below to do so:

- The actual lowest total investment for an individual Restaurant of this category during 2021 was \$475,995 and the actual highest total investment for an individual Restaurant was \$603,646.
- Average total cost for a typical Firehouse Subs® Restaurant located in a strip mall that is close to retail or other commercial area is \$539,821.
- Below is a Table showing the breakdown of Restaurants of this category opened in 2021 and their total investment range based on investment totals given to us by the franchisees:

Item	\$250,000	\$350,000	\$450,000	\$550,000	\$650,000	\$749,000
	- \$349,000	- \$449,000	- \$549,000	- \$649,000	- \$749,000	- \$850,000
Number of Restaurants	0	0	1	0	1	0
Total Number of Restaurants	2	2	2	2	2	2
Percentage of Restaurants	0%	0%	50%	0%	50%	0%

**YOUR ESTIMATED INITIAL INVESTMENT**  
**(FREE STANDING RESTAURANTS W/ DRIVE THRU)**

Type of Expenditure	Low Amount	High Amount	Method Of Payment	When Due	To Whom Payment is to be Made
Deposit (1)	\$2,500	\$2,500	Lump Sum	Payable on signing Deposit Agreement	Us
Balance of Initial Franchise Fee (Less any Deposit) (2)(19)	\$17,500	\$17,500	Lump Sum	Payable on signing Franchise Agreement	Us
Mural (3)	\$3,500	\$5,500	Lump Sum	Payable at time of order	Artist
Travel and Living Expenses during Training (4)	\$0	\$9,360	As incurred	As incurred	Third Parties
Opening Advertising (5)	\$5,000	\$5,000	As incurred	As incurred	Third Parties
Rental of Site (3 months) (6)	\$8,625	\$18,751	As incurred	Monthly	Third Parties

<b>Type of Expenditure</b>	<b>Low Amount</b>	<b>High Amount</b>	<b>Method Of Payment</b>	<b>When Due</b>	<b>To Whom Payment is to be Made</b>
Real Property Improvements (7)	\$0	\$28,852	Monthly	Monthly	Third Parties
Leasehold Improvements (8)	\$250,041	\$371,075	Prior to Opening	As incurred	Third Parties
Deposits and Prepaid Expenses (9)	\$0	\$13,750	Prior to Opening	Lump Sum	Third Parties
Signs (10)	\$8,500	\$26,025	Prior to Opening	As incurred	Third Parties
Equipment and Fixtures (11)	\$136,891	\$174,589	Prior to Opening	As incurred	Third Parties
Opening Inventory (12)	\$5,000	\$18,000	Prior to Opening	Lump Sum	Third Parties
Business Licenses (13)	\$250	\$1,850	Prior to Opening	Lump Sum	Third Parties
Insurance (14)	\$2,633	\$7,018	As Agreed	As Incurred	Third Parties
Miscellaneous Expenses (3 months) (15)	\$21,783	\$41,600	As Agreed	As Incurred	Third Parties
Additional Funds (Working Capital – 3 months)	\$0	\$25,000	As Agreed	As Incurred	Third Parties
MIS System Fee (16) Based on only 1 Restaurant that paid the full \$1,200 prior to opening in 2021.	\$600	\$1,200	Prior to Opening	Lump Sum	Us
Accounting System Fee (17)	\$0	\$2,500	As Incurred	As Incurred	Third Parties

Type of Expenditure	Low Amount	High Amount	Method Of Payment	When Due	To Whom Payment is to be Made
<b>TOTAL ESTIMATED INITIAL INVESTMENT UNDER THE UNIT FRANCHISE PROGRAM (EXCLUDING REAL ESTATE PURCHASE COSTS)(18)</b>	<b>\$460,813</b>	<b>\$770,070</b>			
Development Fee (19) (based on actual 2021 data)	\$10,000	\$60,000	Lump Sum	On signing the Development Agreement	Us
Vehicle (20)	\$12,000	\$18,000	Prior to Opening	As incurred	Third Parties
<b>TOTAL ESTIMATED INITIAL INVESTMENT UNDER THE AREA DEVELOPMENT PROGRAM (18, 21)</b>	<b>\$482,813</b>	<b>\$878,070</b>			

We relied on our experience and that of our affiliates and franchisees to compile these estimates. We also utilized the data summarized below to do so:

- The actual lowest total investment for an individual Restaurant of this category during 2021 was \$563,291 and the actual highest total investment for an individual Restaurant was \$620,321.
- Average total cost for a typical Firehouse Subs® Restaurant is \$592,837.
- Below is a Table showing the breakdown of Restaurants of this category opened in 2021 and their total investment range based on investment totals given to us by the franchisees:

Item	\$250,000 -	\$350,000 -	\$450,000 -	\$550,000 -	\$650,000 -	\$749,000 -
	\$349,000	\$449,000	\$549,000	\$649,000	\$749,000	\$850,000
Number of Restaurants	0	0	0	3	0	0
Total Number of Restaurants	3	3	3	3	3	3
Percentage of Restaurants	0%	0%	0%	100%	0%	0%

#### Explanatory Notes

1. The Deposit is \$2,500. The Deposit is not refundable, but it will be applied to the initial franchise fee.



2. The current initial franchise fee is \$20,000, less the Deposit. Some franchisees had previously entered into an incentive program offered temporarily only to existing franchisees and the initial franchise fee was waived.

3. We commission a mural for your Restaurant which you must pay to the artist when we order it. The amount depends on size, design and other factors, we estimate it will range from \$3,000 to \$5,500, but it could exceed that amount in certain situations.

4. We provide initial training to you and 1 other person (or up to 2 of your owners) without charge. If space is available at such training sessions, we will provide initial training for up to 3 additional people at no charge for a total of 5 attendees. You are responsible for all travel and living expenses for trainees. This estimate assumes that the franchisee will get required training in their market at the Area Representative's training store and the franchisee would be going home at the end of each day during this extensive training period and does not include the 1 week of classroom training in Jacksonville, Florida. The high end of the estimate is only for the 1 week of classroom training in Jacksonville and includes travel, hotel, rental car and reasonable food allowances, as well as additional travel and living costs if you have to travel to complete the rest of your training.

5. We require you to conduct a market introduction advertising and promotional program within the first 12 months after the opening of the Restaurant. This requirement may be waived if your Restaurant exceeds our expectations for sales performance. The market introduction program is in addition to your ongoing marketing obligations.

6. The size of a Restaurant is estimated to be between 1,200 and 2,565 square feet. We estimate that the rental would range from \$8 to \$40 per square foot.

7. The Restaurant's location (the "Site") typically will be located in a strip mall that is close to retail or other commercial areas. The range includes estimates for cost of improvements to the property outside of the leasehold improvements (see amounts in note 9 above and below). These additional improvements may include amounts spent relating to exterior work on the premises including parking lot, landscaping, certain signage and drive-through structures. Some Restaurants may also have to pay government imposed impact and permit fees depending on the site. They vary considerably due to numerous factors and we are unable to estimate them. The high estimate also includes the cost of a drive-through Restaurant.

8. Build-out or renovation of your Site to conform to our standards includes paint, tile work, lighting, salt walls, drywall partitions, counters and the like. The cost of these improvements will be significantly more if you select a Site with no pre-existing improvements. If you lease your Site, you may be able to negotiate an allowance to cover all or a portion of these build-out and leasehold improvements. Costs of leasehold improvements, which include floor covering, wall treatment, counters, ceilings, painting, window coverings, plumbing, electrical, carpentry and related work and contractor's fees, will vary significantly depending on the condition, location and size of the Site, the demand for the Site among prospective lessees and any construction or other allowances granted by the landlord after negotiations. These costs also include architectural drawings.

9. The amount of the rent and security deposit will depend on the size, condition and location of the Site and the demand for the Site among prospective lessees.

10. The cost of signage varies depending on the size and type of signs, the size and location of the Restaurant, and any local and development requirements. If local law permits, you must display a curb or marquee sign that complies with our specifications and standards.

11. This item may include tables and booths, sinks, refrigerators, ovens, steamers, ventilation systems, display cases, stools, chairs, utensils, computers, POS System, a phone system and facsimile machine that meets our specifications and standards, a desk, filing cabinets and related office supplies for a Restaurant. See Items 8 and 11 for hardware and software requirements. We require you to sign our then current form of Conditional Assignment of Telephone Numbers and Listings in the form attached as Exhibit "E."

12. You must purchase a beginning inventory pursuant to our Inventory Stock Plan as described in the Operations Manual.

13. You must obtain business and health licenses for the operation of your Restaurant. Other considerations are, but not limited to, zoning, electrical, plumbing, fire inspection, fictitious name, occupations, and various other licenses or permits. You should consult the appropriate governmental authority concerning such licenses and/or permits and the associated expenses for your Restaurant before you sign a Franchise Agreement.

14. Insurance must be obtained to meet the minimum requirements established by the System Standards. The insurance policy must be in force and effect when the lease for your store is signed. If there is no lease (for example, you own the property), then the insurance policy must be in force and effect when you begin construction.

15. This item estimates your initial startup expenses. These expenses include payroll costs. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: how much you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and the sales level reached during the initial period.

16. The annual MIS System Fee is \$1,200 and is prorated for the first year. The low end is for a Franchise Agreement signed in December and the high end is for a Franchise Agreement signed in January. It is calculated as follows: for a Franchise Agreement signed in December, you will pay an MIS fee of \$100 with \$1,200 due in January for the following year; and for a Franchise Agreement signed in January, you will pay an MIS fee of \$1,200.

17. If you obtain legal and accounting services to help with business formation, review of contracts, financing documents and leases, setting up of books and records and other services. This amount varies greatly depending on the services performed and rates prevailing in your market.

18. We relied on our experience and that of our affiliates and franchisees to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

19. The Development Fee is equal to  $\frac{1}{2}$  of the initial franchise fee times the number of Restaurants scheduled to be developed. For example, the Development Fee for 2 Restaurants is calculated as follows:  $\frac{1}{2}$  of the initial franchise fee of \$20,000 = \$10,000 x 2 Restaurants or \$20,000 and for 20 Restaurants \$10,000 x 20 Restaurants or \$200,000. However, when you sign a Development Agreement, your initial franchise fee is reduced to \$10,000. This estimate is based on actual Development Agreements signed in 2021. See Items 1 and 5.

20. An Area Developer will need a vehicle for site selection, building construction oversight, management of multiple locations, etc.

21. 21. You would also incur the estimated initial investment for each Restaurant, except that the initial franchise fee is reduced by one-half.

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

### **Purchases from Us**

You may be required to purchase equipment directly from us, FRG or our affiliates, but not currently. You may from time to time be required to purchase some miscellaneous and sundry supplies

from us, FRG or our affiliates. During 2021, no equipment or miscellaneous and sundry supplies were purchased from us, FRG or our affiliates.

You must purchase the mural for your Restaurant either from us or the artist we commission to paint it. You must use the MIS System and pay us an annual fee for such use. The annual MIS System fee is currently \$1,200. The payment of the annual MIS System fee, the purchase of the mural for your Restaurant and the purchase of miscellaneous supplies represents approximately 9.89% of your total purchases to establish your Restaurant and about 0.1% of your total purchases to operate your Restaurant. During the fiscal year ended December 26, 2021, we received \$1,455,438 for annual MIS System fees from our franchisees and is included in our total revenues of \$65,544,717 as reflected on our audited financial statement or 2.22% of our total revenues.

### **Approved Suppliers**

In order to maintain the superior quality of the goods and services sold by FIREHOUSE SUBS® Restaurants and the reputation of the FIREHOUSE SUBS® Restaurants franchise network, you are obligated to purchase or lease fixtures, equipment and supplies, furnishings, beverages, food products and related items that meet our standards and specifications. You must purchase some of these products from suppliers that we approve. An example of an approved suppliers is Coca-Cola. We may change approved suppliers from time to time. A complete listing of suppliers is provided in our Specifications Manual. We do not make any express or implied warranties with respect to any products or goods we recommend for your use. The cost of equipment and products purchased from approved suppliers represents about 21.24% of your total purchases to establish your Restaurant and about 29.7% of your total purchases to operate your Restaurant. If we negotiate group or volume purchasing arrangements with approved suppliers, you must participate in such arrangements. There are no approved suppliers in which any of our officers own an interest, except that 2 of our officers own small amounts of publicly traded stock of the following suppliers: Coca-Cola, Proctor & Gamble and Kraft Heinz Foods. We do not provide material benefits to any franchisee based on a franchisee's use of designated or approved sources of their purchase of products or services other than access to volume pricing discounts and reduced or eliminated equipment costs for franchisees.

### **Standards and Specifications**

You must operate the Restaurant according to our System Standards. System Standards may regulate, among other things, the types, models and brands of required fixtures, furnishings, equipment, signs, software, materials, beverages and food products, and supplies to be used in operating the Restaurant, required or authorized products and product categories and designated or approved suppliers of such items (which may be limited to or include us or our affiliates). We do not make any express or implied warranties with respect to any products or goods we recommend for your use. Our standards and specifications may impose minimum requirements for quality, taste, cost, delivery, performance, design and appearance, delivery capabilities, financing terms, and ability to service our franchise system as a whole. We will notify you in our Manual or other communications of our standards and specifications and/or names of approved suppliers. Required purchases according to our specifications and standards represent approximately about 68.63% of your total purchases in connection with the establishment of your Restaurant and about 32.78% of your overall purchases in operating the Restaurant.

### **Changes of Suppliers**

If you want to use any item that does not comply with System Standards or is to be purchased from a supplier that has not yet been approved, you must first submit sufficient information, specifications and samples for our determination whether the item complies with System Standards or the supplier meets approved supplier criteria. We will, within 30 days, notify you of our decision. If you do not hear back from us within 30 days, your request is deemed denied. We may charge a fee for evaluating alternative

suppliers of \$250 per day for personnel time plus travel and living expenses. We will, from time to time, establish procedures which will be communicated to you in our Manual or other communications, for submitting requests for approval of items and suppliers and may impose limits on the number of approved items and suppliers. Approval of a supplier may be conditioned on requirements relating to product quality, frequency of delivery, standards of service and concentration of purchases with one or more suppliers in order to obtain better prices and service and may be temporary, pending our further evaluation of the supplier. We will notify you in our Manual or other communications of our standards and specifications and/or names of approved suppliers.

## **Rebates**

We and FRG negotiate with suppliers and manufacturers to receive rebates on certain items you must purchase. The rebates are paid to FRG. Not every supplier pays rebates to FRG. FRG's revenue from rebates equaled \$16,960,749 for fiscal year ending December 26, 2021 which is about 13.6% of its total revenues of \$124,378,917 pursuant to its financial statements. The rebate programs vary depending on the supplier or manufacturer, and the nature of the product or service, and are based on the volume or amount of products ordered. See the following examples:

<b>PRODUCT</b>	<b>BASIS FOR REBATE</b>	
	<b>PAYABLE TO FRG</b>	<b>PAYABLE TO PSF AND/OR CONFERENCE<sup>1</sup></b>
Meat Products	\$0.11 - \$0.20 per pound	\$0.003 - \$0.0005 per pound
Chili	\$3.00 per case	\$0.12 per case
Bacon	\$2.00 per case	
Tuna		\$0.12 per case
Rolls	\$0.01 per roll	\$0.0005 per roll
Cheeses		\$0.005 per pound
Dressings		\$.040 - \$.045 per case
BBQ Sauce	\$1.00 per case	\$0.25 - \$1.00 per case
Mustard	\$1.18 per case	\$0.45 per case
Pickles	\$1 per bucket	
Cookie Dough	\$0.50 per case	\$0.12 per case
Brownie		\$0.12 per case
Paper Products/Utensils		\$0.10 - \$1.05 per case
Cleaning Products		\$0.30 - \$0.85 per case
Gloves		\$0.25 per case
Sauce Hot Hydrant Bottle	\$2.50 per case	
Sause Hot Squeeze Bottle	\$4.00 per case	
Tea Bags		\$0.25 per case
Chips	\$3.594 - \$4.038 per case	
Marinara Sauce	\$0.05 per case	\$0.07 - \$0.11 per case
BIB Beverages	\$6.25 to \$6.84 per gallon	\$0.25 per gallon
Freestyle Cartridges	\$7.21 - \$27.88 per cartridge	\$0.89 per cartridge

1. "PSF" is the Firehouse Subs Public Safety Foundation and the "Conference" is our Annual Franchise Conference.

## **Restaurant Development**

We require Restaurants to be constructed or remodeled in accordance with our specifications. The Franchise Agreement requires that you purchase or lease and use only such equipment and supplies as we may specify or approve. We also will furnish you with mandatory and suggested specifications and layouts, including requirements for dimensions, design, image, interior layout, decor, fixtures, equipment, signs, furnishings and color scheme.

## **Computer Hardware and Software**

We require you to purchase computer hardware and software as well as a wired, high-speed internet connection that meets our specifications and standards. Among other things, the software enables you to use our required MIS system. Currently, you are required to purchase a back office computer with the specific hardware and software we require. The hardware and software may change from time to time. You must have Windows 10 with Microsoft Office 2013 or above installed (to include Excel, Word, and PowerPoint). You must have Adobe Reader version 11 or above installed. You must have an anti-virus program licensed for business use with an active definition subscription installed on all Windows-based computer systems and must be configured to automatically update. We estimate that these items are 1.9% to 2.0% of your total costs to open your FIREHOUSE SUBS® Restaurant and 1.1% to 1.3% of the total cost to operate it.

## **Site**

We must approve the Site for your Restaurant. The Site must meet our criteria for demographic characteristics, traffic patterns, parking, character of neighborhood, competition from and proximity to other businesses and other Restaurants, the nature of other businesses in proximity to the Site and other commercial characteristics and the size, appearance and other physical characteristics of the proposed Site and any other factors or characteristics we consider appropriate. Our criteria and our evaluation of them may vary periodically and from location to location. We also must approve the lease or sublease for the Site of your Restaurant prior to you signing them. You must deliver a copy of the signed lease to us within 15 days after its execution. Our approval of the lease indicates only that it contains certain elements that we deem mandatory from time to time. Our review and approval of the lease is not a substitute for your own review and understanding of the complete lease.

If you lease the Site from a third party, or purchase the Site, we first must approve the lease, financing and/or purchase documents that you will sign. We may require that they contain certain provisions that are designed to protect our rights. You and your lessor and, if applicable, any lender for the Site also must sign our then-current form of Addendum to Lease Agreement (the “**Lease Addendum**”) which is attached to this Disclosure Document as Exhibit “F.” The Lease Addendum generally protects our rights under the Franchise Agreement, our ability to possess the Site if you violate any of your obligations to us, and your right to occupy the Site, and operate the Restaurant without interference by lenders and mortgage holders. Any person who is related to or affiliated with you or one of your owners, directors, officers or other principals, and who plans to lease the Site to you or own or obtain financing for the Site, must agree to be bound by these provisions.

Under the Lease Addendum, we can take possession of the Restaurant’s Site if you violate the lease or any obligation to us. You still will be responsible for all lease obligations covering the time before we take over. If you and the landlord for the Site are or become related in ownership or control, and we eventually take over the Site, any lease will be amended to be the same length as the Franchise Agreement, to be consistent with commercially reasonable “triple-net” leases being signed in your metropolitan area and to reflect the Site’s fair market rental value in your metropolitan area.

## Insurance

In addition to the purchases or leases described above, you must obtain and maintain, at your own expense, such insurance coverage that we require from time to time and meet the other insurance-related obligations in the Franchise Agreement. The cost of this coverage will vary depending on the insurance carrier's charges, terms of payment and your history. All insurance policies, except Workers Compensation, must name us as an additional insured party on a primary and non-contributory basis. We currently require you to carry Worker's Compensation insurance and Comprehensive General Liability insurance, including products liability coverage in the minimum amount of \$1,000,000 and contents coverage in the minimum amount of \$125,000. You must also carry Commercial Automobile Liability insurance for all owned, hired and non-owned vehicles with minimum coverage limits of \$1,000,000. Limits outlined in this section are our minimums and not guidelines, nor recommendations as to how to adequately insure your operation. The minimum contents coverage may not fully cover the replacement cost represented in Tenant Improvements and Equipment. You are responsible for consulting with insurance professionals to evaluate your own risk and exposure related to your restaurant and business needs including appropriate limits, policies, carriers, etc.

## Miscellaneous

Except as described above, neither we nor our affiliates currently derive revenue or other material consideration as a result of required purchases or leases. There currently are no purchasing or distribution cooperatives. We do negotiate purchase arrangements with suppliers for the benefit of franchisees and we do derive revenue or other material consideration as a result of required purchases or leases.

### **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.**

<b>Obligation</b>	<b>Section in Franchise Agreement</b>	<b>Disclosure Document Item</b>
(a) Site selection and acquisition/lease	Section 3; Lease Addendum, Sections 3 and 5 of the Development Agreement	Items 7, 11 and 12
(b) Pre-opening purchases/leases	Sections 3 and 4; Lease Addendum; Section 4 of the Development Agreement	Items 5, 6, 7, 8, 11 and 16
(c) Site development and other pre-opening requirements	Sections 4 and 6; Section 3 and 5 of the Development Agreement	Items 6, 7 and 11
(d) Initial and ongoing training	Section 6	Item 11
(e) Opening	Sections 4.5 and 4.6	Item 11
(f) Fees	Sections 4.4, 5, 6.1, 11.1, 11.5, 11.6, 14.3 and 15.5; Section 1 of Deposit Agreement; Section 4 of the Development Agreement	Items 5, 6 and 7
(g) Compliance with standards and policies/Operating Manual	Sections 2.1, 3.3, 4, 6, 7, 8, 10, and 12	Item 11

<b>Obligation</b>	<b>Section in Franchise Agreement</b>	<b>Disclosure Document Item</b>
(h) Trademarks and proprietary information	Sections 7 and 8; Sections 6 of the Application and Deposit Agreement	Items 13 and 14
(i) Restrictions on products/services offered	Sections 4 and 10	Items 11 and 16
(j) Warranty and customer service requirements	Not Applicable	Not Applicable
(k) Territorial development and sales quotas	Sections 3 & 4; Section 3 of the Development Agreement	Item 12
(l) On-going product/service purchases	Sections 4 and 10	Item 8
(m) Maintenance, appearance and remodeling requirements	Sections 4, 10.4 and 15.1	Items 11 and 17
(n) Insurance	Sections 4.5 and 10.2	Items 7 and 8
(o) Advertising	Sections 4.6 and 11	Items 6, 7 and 11
(p) Indemnification	Sections 7.5 and 18.4; Section 4 of Conditional Assignment of Telephone Numbers; Section 8.3 of the Development Agreement	Item 6
(q) Owner's participation/management/staffing	Sections 2.1, 6, 9, 10.10 and 10.11	Items 11 and 15
(r) Records and reports	Sections 10, 12	Item 11
(s) Inspections and audits	Section 13	Items 6 and 11
(t) Transfer	Section 14; Section 6 of the Development Agreement	Items 6 and 17
(u) Renewal	Section 15	Items 6 and 17
(v) Post-termination obligations	Section 17; Section 5 of Deposit Agreement	Item 17
(w) Non-competition covenants	Sections 8.3, 9, 10.10, 10.11, 14.3 and 17.4; Section 5 of the Application and Deposit Agreement	Item 17
(x) Dispute resolution	Sections 19.3, 19.5-19.14 and 20; Section 6 of Lease Addendum; Section 9 of Conditional Assignment of Telephone Numbers and Listings Agreement; Section 7 of Deposit Agreement; Section 10 of the Development Agreement	Item 17
(y) Owners/Shareholders Guaranty	Section 1.5(e); Section 1.5(e) of the Development Agreement and Principal Owner's Guaranty	Item 15

**ITEM 10.  
FINANCING**

Neither we nor any of our agents or affiliates offers direct or indirect financing to you, or guarantees any note, lease or obligation.

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

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

**Pre-Opening Obligations:** Before you open the Restaurant, we will:

1. Evaluate you during the Observation Process and provide you with Confidential Information. (Deposit Agreement – Sections 3 and 6)

2. If you do not enter into a Franchise Agreement within 60 days of the date of the Deposit Agreement, the Deposit Agreement is terminated and you must return all Disclosure Documents and Confidential Information. (Deposit Agreement – Section 7)

3. Within 12 months of signing the Franchise Agreement, you must find a Site that we have approved and sign a lease for the Site acceptable to us. The Site must meet our criteria for demographic characteristics, traffic patterns, parking, character of neighborhood, competition from and proximity to other businesses and other Restaurants, the nature of other businesses in proximity to the Site and other commercial characteristics, and the size, appearance and other physical characteristics of the proposed Site. We will approve or disapprove a site you propose for the Restaurant within 30 days after we receive the complete site report and other materials we request. (Franchise Agreement - Section 3.1) We may terminate the Franchise Agreement if you fail to: (a) lease a Site within 12 months of signing the Franchise Agreement; or (b) begin operating the Restaurant within 12 months of our approval of the Site for your Restaurant. (Franchise Agreement – Section 4.5)

4. Furnish you with mandatory and suggested specifications and layouts for a FIREHOUSE SUBS® Restaurant, including requirements for dimensions, design, color scheme, image, interior layout, decor, and Operating Assets which include fixtures, equipment, signs and furnishings. (Franchise Agreement - Section 4.1)

5. Retain the right to disapprove architects that you may choose (at your expense) to prepare all required construction plans to our specifications. Retain the right to disapprove contractors to construct your Restaurant (at your expense). You must give us notice of commencement of construction of your Restaurant within 10 days of its beginning date and progress reports supporting the findings at least every 2 weeks thereafter. Construction of the Restaurant must be completed within 365 days of our Site approval. (Franchise Agreement -Section 4.1)

6. As discussed in Item 8, identify the fixtures, furnishings, equipment (including cash registers, printers and computer hardware, and software), food and beverage products, materials and supplies necessary for the Restaurant to begin operations, the number and type of telephone lines, the minimum standards and specifications that must be satisfied and the suppliers from whom these items may be purchased or leased (including us and/or our affiliates). (Franchise Agreement - Section 4.3)

7. Loan you one copy of our Manuals. (Franchise Agreement - Section 10.1)

8. Assist you in planning the market introduction advertising and promotional program for the Restaurant. (Franchise Agreement - Section 4.6)

9. Train you and 1 other person (or if you are a Business Entity, up to 2 of your owners). (Franchise Agreement - Section 6.1) This training is described in detail later in this Item.



**Post-Opening Obligations:** During your operation of the Restaurant, we will:

1. Advise you from time to time regarding the operation of the Restaurant based on reports you submit or inspections we make. In addition, we will provide guidance to you on standards, specifications and operating procedures and methods utilized by Restaurants; required fixtures, furnishings, equipment, signs, products, materials and supplies; recipes, food preparation methods, and menu items; use of suppliers, approved products, volume buying; advertising and marketing programs; employee training; and administrative, bookkeeping and accounting procedures. This guidance will, at our discretion, be furnished in our Manual, bulletins or other written materials and/or during telephone consultations, e-mails, web-based or other electronic means and/or consultations at our office or the Restaurant. (Franchise Agreement - Section 6.2)

2. Furnish you, at your request, with additional guidance, assistance and training. (Franchise Agreement - Section 6.2) (See Item 6 above.)

3. Loan you one copy of our Manuals, consisting of such materials (which may include audiotapes, videotapes, magnetic media, computer software and written materials) that we generally furnish to franchisees for use in operating Restaurants. The Manual contains mandatory and suggested specifications, standards, operating procedures and rules (“**System Standards**”) that we prescribe from time to time for operation of a FIREHOUSE SUBS® Restaurant and information relating to your other obligations under the Franchise Agreement and related agreements. The Manual may be modified, updated and revised periodically to reflect changes in System Standards. (Franchise Agreement - Section 10.1)

4. Issue, modify and supplement System Standards for FIREHOUSE SUBS® Restaurants. We may periodically modify System Standards, which may accommodate regional or local variations as we determine, and these modifications may obligate you to invest additional capital in the Restaurant and/or incur higher operating costs. However, these modifications will not alter your fundamental status and rights under the Agreement. (Franchise Agreement -Section 10.3)

5. Inspect and observe, photograph and videotape the operations of the Restaurant, remove samples of any products, materials or supplies for testing and analysis, interview the Restaurant’s customers and personnel, and inspect and copy any books, records and documents relating to the operation of the Restaurant from time to time to assist you in complying with the Franchise Agreement and all System Standards. (Franchise Agreement - Section 13.1)

6. Establish, maintain and administer an advertising system fund (the “**System Fund**”). You are obligated to contribute to the System Fund such amounts that we prescribe from time to time (see Item 6, “System Fund” section). Restaurants owned and operated by us and our affiliates will contribute to the System Fund on the same basis as franchise owners. (Franchise Agreement - Section 11.1)

We will delegate some of our obligations to our Area Representatives. See Exhibit “M” for more information regarding them.

### **System Fund**

We have established and administered the System Fund for the creation and development of marketing, advertising and related programs and materials on a system-wide basis. You must contribute up to 1% (currently 1%) of your Gross Sales to the System Fund. The System Fund may be used to pay the costs of preparing and producing video, audio, digital, social and written advertising and marketing materials; administering national, regional and multi-regional advertising and marketing programs, including, without limitation, media advertising and employing advertising, promotion and marketing agencies; marketing and advertising training programs and materials; and supporting public relations, social

media, market research and other advertising, promotion and marketing activities that will be used on advertising and in marketing the brand. The System Fund will periodically furnish you with samples of advertising, marketing and promotional formats and materials at no cost. Multiple copies of such materials will be furnished to you at our direct cost of producing them, plus any related shipping, handling and storage charges. We will direct all programs financed by the System Fund, with sole discretion over the creative concepts, materials and endorsements used and the geographic, market and media placement and allocation of the programs. (Franchise Agreement Sections 11.1 and 11.2)

The System Fund is accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative costs, travel expenses and overhead, including rent and utilities, as we may incur in activities related to the administration of the System Fund and its programs, including, without limitation, conducting market research, preparing advertising, promotion and marketing materials, and collecting and accounting for contributions to the System Fund. All interest earned on monies contributed to the System Fund will be used to pay advertising and/or marketing costs before other assets of the System Fund are expended. The System Fund holds and manages third-party gift card account funds. Separately, the Market Fund pays for the printing of third-party gift cards. We may spend, on behalf of the System Fund, in any fiscal year an amount greater or less than the aggregate contribution of all Restaurants to the System Fund in that year, and the System Fund may borrow from us or others to cover deficits or invest any surplus for future use. If we lend money to the System Fund, we may charge interest at an annual rate 1% greater than the rates we pay our lenders. We will prepare an annual statement of monies collected and costs incurred by the System Fund and furnish the statement to you upon written request. The System Fund is not audited. We do not intend to use any monies from the System Fund for the preparation of franchise sales solicitation materials. Through FSSF, we incorporated the System Fund and operate it through a separate non-profit corporation. FSSF has all of the rights and duties described in the Franchise Agreement. (Franchise Agreement – Section 11.3). We may change that arrangement at any time and operate the System Fund directly or through another entity.

The System Fund is intended to maximize recognition of the Marks and patronage of FIREHOUSE SUBS® Restaurants. Although we will endeavor to utilize the System Fund to develop advertising and marketing materials and programs and to implement advertising and marketing that will benefit all FIREHOUSE SUBS® Restaurants, we undertake no obligation to ensure that expenditures by the System Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the System Fund by FIREHOUSE SUBS® Restaurants operating in that geographic area or that any FIREHOUSE SUBS® Restaurants will benefit directly or in proportion to its contribution to the System Fund from the development of advertising and marketing materials or the placement of advertising. We assume no other direct or indirect liability or obligation to you with respect to maintaining, directing, administering or collecting amounts due to the System Fund. (Franchise Agreement – Section 11.4)

Franchisee contributions to the System Fund will generally be on a uniform basis, but we reserve the right to defer or reduce contributions of a franchisee and, upon 30 days' prior written notice to you, to reduce or suspend contributions to and operations of the System Fund for one or more periods of any length and to terminate (and, if terminated, to reinstate) the System Fund. If the System Fund is terminated, all unspent monies, less any outstanding accounts payable and other obligations on the date of termination will be distributed to franchisees in proportion to their respective contributions to the System Fund during the preceding 12-month accounting period. We and our affiliates will contribute to the System Fund on the same basis as franchise owners for any FIREHOUSE SUBS® Restaurants they own and operate. (Franchise Agreement - Section 11.1)

During the fiscal year ending December 26, 2021, the System Fund spent contributions to it as follows:

<b>Item</b>	<b>% Spent</b>
Ad Marketing Agencies	49.49%
Research and Analysis	6.08%
Digital	3.82%
Professional Services and G&A	27.4%
Creative Development	12.05%
Interest	0%
Legal	0.21%
Social Media	0.95%
<b>Total</b>	<b>100%</b>

None of the System Fund is used to solicit franchisees.

We have not established an Advertising Council in relation to the System Fund, but see below regarding the Co-op.

### **Local Advertising**

In addition to your required contributions to the System Fund and any required market introduction advertising expenditures, you are obligated to spend for advertising and promotion of the Restaurant not less than 2% of your Gross Sales measured over continuing 6 Financial Statement Periods. We may review your books and records relating to your expenditures for such advertising and promotion. If we determine that you have not spent the requisite amounts, we may require you to pay the unexpended amounts into the System Fund. (Franchise Agreement – Section 11.5)

All advertising, promotion and marketing must be completely clear and factual and not misleading and conform to the highest standards of ethical marketing and the promotion policies which we prescribe from time to time. Samples of all advertising, promotional and marketing materials that we have not prepared or previously approved must be submitted for approval before you use them. If you do not receive written approval within 15 days after we receive the materials, we will be deemed to have disapproved them. You may not use any advertising or promotional materials that we have disapproved. (Franchise Agreement – Section 11.5) (See Items 6, 8 and 9)

### **Advertising Co-op**

We have established an association of franchisees (the “Co-op”) in which you must join and actively participate. We are also Members of the Co-op. The Co-op is governed by a Board of Directors consisting of 13 members, 12 of whom are elected by franchisees, and 1 appointed by us. We have the sole right to authorize dissolution of the Co-op and to vote as a member or a director to resolve a tie as to any deadlock among members or directors. We, along with a majority of the Directors, may alter, amend or repeal the Amended and Restated Bylaws. A copy of the current form of Articles of Incorporation and Amended and Restated Bylaws, as amended, are attached as Exhibits “J” and “K,” respectively. You must contribute not less than 2% of Gross Sales. The Co-op may require a higher contribution rate. For 2021, the contribution rate is 4% of Gross Sales. Failure to timely contribute the amounts required by the Co-op constitutes a material breach of your Franchise Agreement. We must approve all advertising utilized by the Co-op and it must use our MIS System and pay us our MIS System Fee. (Franchise Agreement – Section 11.6)

### **Hardware and Software Requirements**

You must obtain a manager workstation computer that meets our specifications and standards, which may change from time to time, two telephone lines that are not voice over IP, wired high-speed internet connection with a minimum speed of 10 Mbs, and an approved POS system. The manager

workstation computer must contain, and you must be reasonably proficient with, such computer software programs that we designate for use from time to time, including: database, spreadsheet, financial, word processing, communications, e-mail and calendaring programs. You must: (a) supply us with any and all codes, passwords, and information necessary to access your computer network and not change them without first notifying us; and (b) not load or utilize any software that we have not specified or approved for us. We and approved third parties for support will have access to your computer network at all times. (Franchise Agreement – Section 10.6)

You can buy a manager work station from any provider but it needs to meet the current minimum standards below. The currently required minimum additional software pre-loaded on the work state includes: Windows 10 with Microsoft Office 2013, or a more current version, installed (to include Excel, Word, and PowerPoint) manufactured by Microsoft Corp., 1 Microsoft Way, Redmond, Washington 98052 (425) 882-8080. You must have Adobe Reader version 11, or higher installed. You must have an anti-virus program licensed for business use with an active definition subscription installed on all Windows-based computer systems and must be configured to automatically update. You are responsible for obtaining the necessary training for proficiency in these programs. We do not require you to purchase an ongoing service contract for these programs or Back Office PC. We may provide you guidance and assistance with respect to the operation of this system in accordance with our System Standards.

A POS System that we designate, which may change from time to time, must be installed. The POS System must have a minimum of 2 POS units. The POS System must be connected to the internet via a wired high-speed internet connection.

In general, we estimate that the cost to obtain these systems is as follows:

<u>System</u>	<u>Base Price without Shipping and Tax</u>
2 POS System with Back Office PC	\$10,355
3 POS System with Back Office PC	\$13,645

Prices may change mid-year.

You will be required to upgrade the hardware and software from time to time. The estimated cost of such upgrades is between \$500 and \$10,000 per year.

Neither we, our affiliates, nor any third parties are required to provide ongoing maintenance, repairs, upgrades or updates to your Back Office PC. Currently, there are no optional or required maintenance/upgrade contracts for the Back Office PC. We estimate that it will cost you \$346 plus any appropriate tax for a normal 2 POS system per month for a subscription and help desk support from the POS vendor for the POS System. This cost includes online ordering charges, credit card EMV and encryption, free shipping for covered hardware maintenance items as well as help desk support for the cash register and POS System. This cost does not include full support for your manager work station. NCR will help support the NBO functionality on your manager workstation, and other software to support the NBO functionality. If there is a mechanical malfunction with the POS System, the vendor works with you over the telephone to narrow down the problem. If it turns out to be hardware related, the vendor will send you a replacement device that you will need to install and return the failed one. The vendor will walk you through this over the telephone if help is needed. The one exception is the site controller. If the site controller fails, the vendor will send out a technician to install it.

Generally, you will incur a monthly cost to obtain access to internet services from an internet service provider (“ISP”) and a digital subscriber line (“DSL”). We estimate that your monthly fee for an ISP, including a DSL, would range from \$50 to \$125 depending on the services provided by the ISP.

You must use the reporting and accounting system that we require from time to time. You must deliver financial and operating reports to us including via access to our internet accounting system. We have access to such information through the computer system at all times. (Franchise Agreement – Sections 12.1 and 12.2) We charge an accounting system fee. See Item 6.

We are not obligated to provide or assist you in obtaining any of the above items or services.

### **PCI-DSS Compliance**

Firehouse of America has partnered with Netsurion to assist the franchisee with compliance of the Payment Card Industry Data Security Standard (PCI-DSS). Netsurion provides a managed firewall which must be installed at all times between the Internet Service Provider (ISP) equipment and the computer equipment in the restaurant (POS system, back office computer, camera equipment, etc.), satisfying one requirement of the PCI-DSS. The franchisee is solely responsible for meeting all requirements of the PCI-DSS as outlined on the Payment Card Industry Security Standards Council website and the credit card merchant agreement. The base service is currently provided at no cost to the franchisee. To remain compliant, there may be additional hardware and software you need to purchase as well as other procedures and yearly training that must be followed.

### **Websites**

We will control or designate the manner of your use of all URLs, domain names, website addresses, social media platforms, metatags, links, key words, e-mail addresses and any other means of electronic identification or origin (“**e-names**”). We will also designate, approve, control or limit all aspects of your use of the Internet, Intranet, World Wide Web, wireless technology, digital cable, use of e-names, e-mail, home pages, bulletin boards, chatrooms, linking, framing, on-line purchasing cooperatives, marketplaces, barter exchanges, and related technologies, methods, techniques, registrations, networking, and any electronic communication, commerce, computations, or any means of interactive electronic documents contained in a network of computers or similar devices linked by communications software or hardware (collectively, “**e-commerce**”). You must follow all of our policies and procedures for the use and regulation of e-commerce. We may require that you provide graphical, photographic, written or other forms of artistic or literary content to us for use in e-commerce activities associated with the Marks or the System which we may designate. We may restrict your use of e-commerce to a centralized website, portal or network or other form of e-commerce that we designate or operate. We may require that you provide information to us via e-commerce. You must be bound by any terms of use, privacy policy and copyright notice and takedown policies and the like that we establish from time to time. We may require you to, at your expense, coordinate your e-commerce activities with us, other FIREHOUSE SUBS® Restaurants, suppliers and affiliates. We may require you to participate in any internet or intranet networks we establish and obtain the services of and pay the then-current fees for ISP and ASP services and the like. We own all rights, title and interest in and to any and all websites and any e-names we commission or utilize, or require or permit you to utilize, in connection with the System which bear our Marks or any derivative of our Marks. We own all rights, title and interest in and to any and all data or other information collected via e-commerce related to the System or the Marks, including any customer data, click-stream data, cookies, user data, hits and the like. Such data or other information also constitutes our Confidential Information. (Franchise Agreement - Section 11.7)

### **Time To Opening**

If you enter into a Deposit Agreement with us, you must sign a Franchise Agreement within 60 days. You must open your Restaurant within 12 months of our approval of the Site and the lease for it.

During 2021, the time to open a Restaurant, measured from the date of the Franchise Agreement, ranged from less than 1 month to 35 months for an average of 12.7 months (Restaurants opened in 2 months

or less were a previous Firehouse Subs® Restaurants that had closed and reopened which is not typical for a new Restaurant). This interval may vary depending on the location and condition of the Site, the construction schedule for the Restaurant, the extent to which an existing location must be upgraded or remodeled, the delivery schedule for equipment and supplies, delays in securing financing arrangements, delays in completing required training and compliance with local laws and regulations. You may not open the Restaurant for business until: (1) we inspect and certify that the Restaurant has been developed according to our then-current specifications and standards; (2) pre-opening training has been completed to our satisfaction; (3) you provide us with evidence that you and your management personnel have completed training at authorized facilities; (4) the initial franchise fee and all other amounts then due to us, your landlord, governmental authorities and our suppliers have been paid; (5) you have obtained all required building, utility, sign, health, sanitation, business permits, certificates and licenses required to operate the Restaurant; (6) we have been furnished with copies of all required insurance policies, or such other evidence of insurance coverage and payment of premiums that we request; and (7) we have received signed counterparts of all required documents pertaining to your acquisition of the Site (including any required agreements between you and us). You must open the Restaurant for business within 12 months following our approval of the Site, and within 10 days after we notify you that the Restaurant is ready to open. (Franchise Agreement - Section 4.5)

**Training**

You and 1 other person (2 of your owners if you are a business entity) must also complete the initial training program that we provide to franchisees (the “**Training Program**”) to our satisfaction prior to opening your Restaurant. You must sign a Lease for an approved Site within 12 months of signing the Franchise Agreement and you must open your Restaurant within 12 months of our approval of the Site. The Training Program lasts for approximately 8 weeks. The initial 6-7 weeks of training will be conducted at one of our Training Restaurants or any other restaurant which we may designate from time to time. The final week of classroom training is presently conducted virtually utilizing Fire Academy and ZOOM. The initial training is provided on an as-needed basis, depending on where each franchisee is in the process of opening the first Restaurant. Training is timed as close as possible to the opening of your first Restaurant. If your Restaurant is located within an Area Representative territory, training may be provided by such Area Representative at a FIREHOUSE SUBS® Restaurant that we have certified as a training facility. See Exhibit “M” for more information regarding our Area Representatives. You are responsible for your compensation, travel, lodging and living expenses incurred in connection with your attendance at any training program. Neither you nor any other trainee of yours are an employee of ours, and therefore, you and any trainee of yours are not covered by our workman’s compensation insurance. We require all trainees to sign our standard Liability Waiver and Release attached as an exhibit to our Franchise Agreement. Currently our Training Program consists of the following:

**TRAINING PROGRAM**

<b>Subject</b>	<b>Hours Of Classroom Training</b>	<b>Hours Of On The Job Training</b>	<b>Location</b>
Skills Training Modules	0	144	In a certified training Firehouse® Subs Restaurant which may be an Area Representative territory or an FBC division.

<b>Subject</b>	<b>Hours Of Classroom Training</b>	<b>Hours Of On The Job Training</b>	<b>Location</b>
Administration Training	0	96	In a certified training Firehouse® Subs Restaurant which may be an Area Representative territory or an FBC division.
Management Operations and Leadership Training	0	96	In a certified training Firehouse® Subs Restaurant which may be an Area Representative territory or an FBC division.
Franchisee Classroom Sessions	24	0	Presented virtually from our office in Jacksonville, Florida
Franchise Departmental Workshops	8	0	Presented virtually from our office in Jacksonville, Florida
<b>TOTAL</b>	<b>332</b>	<b>336</b>	

The materials used in training include the Manuals, online training tools, as well as other presentation materials, including PowerPoint presentations, videos and handouts. It is the nature of the FIREHOUSE SUBS® Restaurant business that all aspects of training are integrated, that is, there are no definitive starting and stopping times. All training will be conducted by our Training Department, our Area Representatives and/or other affiliates (see Exhibit “M” for information regarding our Area Representatives and Item 2 for information regarding our trainers not listed below). Each instructor will have at least 2 years experience in the subject matter being taught.

**Tim Foster, Senior Manager of Training:** Mr. Foster was promoted to Senior Manager of Training in October 2018. From August 2015 to October 2018, he was Manager of Training. After graduating with a degree in Business Management from Florida State University, Tim started out in our company-owned restaurants in 2011 and worked his way up.

**Steven Milligan, Manager of Training:** Mr. Milligan was promoted to Manager of Training in February 2018. He is a graduate from the University of North Florida with Bachelor degrees in Business Management and Business Marketing. Steven started out with us in one of our company-owned restaurants in 2008. Prior to this promotion, Steven worked his way up to Senior General Manager with responsibilities for 2 company-owned locations.

**Alaina Bundy, Manager of Corporate Public Relations:** Ms. Bundy joined our Public Relations team in June 2019 as Public Relations Coordinator. She was promoted to Public Relations Associate in December 2020, and Manager of Corporate Public Relations in December 2021. Ms. Bundy works cross-functionally with the PR team and our other departments to execute public relations strategies to obtain publicity goals for the Firehouse Subs brand.

**Angela DiBenedetto, Director of Corporate Communications:** Mrs. DiBenedetto is the director of corporate communications at Firehouse Subs and she is responsible for the brand’s overall internal communication strategy. Angela and her team are committed to keeping HQ and Firehouse Subs franchisees informed via newsletters, intranet applications and collaboration software.

**Lauren Heald, Manager of Business Intelligence Training and Support:** Mrs. Heald joined the Reporting & Analytics team in 2019. She manages the franchisee training and support for Station Pulse and

Station Stats, the data reporting applications available to franchisees via Fire Cloud. She also plays a significant role in ensuring data integrity across all reporting platforms.

**Nasli Heeramaneck, Director of Brand Marketing:** Mr. Heeramaneck joined the Marketing Services team in 2017. He leads the Brand Marketing team and is responsible for the development of creative -- including television, streaming audio and digital advertising. His team leads menu and new product development in close partnership with the Product Development/Supply Chain Services and Operations Services departments as well as a wide array of systemwide brand and product marketing programs designed to build brand awareness, affinity and sales by encouraging guests to *Enjoy More Subs. Save More Lives.*

**Claire Marshall, Senior Manager of Field Public Relations:** Ms. Marshall joined the Headquarters Public Relations team in January 2021 as Manager of Public Relations. In February 2022, Ms. Marshall was promoted to Senior Manager of Field Public Relations where she leads public relations efforts across multiple regions in North America and oversees two managers of public relations who provide public relations efforts for franchisees to build brand awareness and drive sales for the Firehouse Subs brand.

**Katie Milligan, Director of Guest Services:** Mrs. Milligan has been with Firehouse Subs since 2011. She manages the Franchisee training for Market Force which is the platform used to file and report all the internal call center contacts. She also assists Franchisees with Merchant Centric. Their platform houses all of our location's social reviews (Yelp, Google, Facebook, TripAdvisor, and Grub Hub). Lastly, Katie provides insights on our guest engagement on our official Facebook and Twitter pages.

**Dana Mobley, Senior Manager of Corporate Communications:** Mrs. Mobley is the senior manager of corporate communications at Firehouse Subs. In her role, she distributes internal messages to the franchise system and maintains a communication schedule. She ensures all of these messages are comprehensible, consistent and effective. As a member of the corporate communications team, she also assists with maintaining applications on the intranet site. Dana joined Firehouse Subs in 2018 as a writer/editor, was promoted manager of corporate communications in 2019, and assumed her current role in 2021.

**Erin Neves, Senior Manager of Field Public Relations:** Ms. Neves joined the Headquarters Public Relations team in January 2021 as Manager of Public Relations. In December 2021, Ms. Neves was promoted to Senior Manager of Field Public Relations where she leads public relations efforts across multiple regions in North America and oversees three managers of public relations who provide public relations efforts for franchisees to build brand awareness and drive sales for the Firehouse Subs brand.

**Nancy Palmer, Firehouse Subs Public Safety Foundation Manager of Development and Outreach:** Mrs. Palmer began her association with Firehouse Subs Public Safety Foundation as a volunteer during the annual tennis tournament fundraiser. She officially joined the staff in July of 2016 and was promoted to her current position in January 2020.

**Risa Rappaport Director of National Off-site Sales:** In 2016, Risa Rappaport joined Firehouse Subs as the Director of Catering. Risa developed and implemented systemwide processes and procedures to assist franchisees in executing catering services. She cultivated a catering culture throughout the brand as she influenced operators to conduct local restaurant marketing and grow catering sales. In 2018 her role expanded as the Director of Off-Premises Operations. In this role, Risa led the integration of third-party tablets flowing into the POS across the system and Canada with aggregator, NovaDine. She also negotiated Master Service Agreements with delivery service providers to ensure franchisees received competitive fees with premier enterprise service.



**Jane Shehane: Director of Corporate Public Relations:** Mrs. Shehane joined the Headquarters Public Relations team in August of 2018 as Local Public Relations Manager. She was promoted to Senior Manager of Public Relations in December 2020, and Director of Corporate Public Relations in June 2021. Mrs. Shehane serves as a senior leader on the public relations team where she works to guide the public relations of the Firehouse Subs brand to execute strategy to obtain publicity goals on behalf of the brand and franchisees.

**Liz Slobodian, APR, Vice President of Public Affairs:** Mrs. Slobodian was promoted to Vice President of Public Affairs in December of 2020. Previously, she was our Director of Public Relations from November 2019 to December 2020, Senior Manager of Public Relations from December 2015 to November 2019, and Public Relations Manager from November 2013 to December 2015. Mrs. Slobodian is responsible for our public affairs to include public relations, crisis communications/management, government relations, and external communications. Since joining us in 2013, Mrs. Slobodian has since built the brand's award-winning in-house PR team of 10 from the ground up where she oversees strategy, storylines and publicity goals with the goal of best in class local and national publicity for the Firehouse system.

**Elizabeth Smith, Senior Manager Accounts Receivable:** Ms. Smith joined our Financial Services team in 2017. She reconciles and collects all royalty, marketing, and PSF payments from franchisees on a weekly basis. She also reconciles all third party delivery services for the company-owned Restaurants. Elizabeth works hand in hand with the franchisees, Area Representative, and Franchise Business Consultants regarding transfers, new restaurant openings and any questions they may have regarding their weekly fees.

**Rena Stewart, Franchise Financial Compliance Specialist:** Mrs. Stewart joined the Financial Services team in 2014. She manages the Franchisee training for QuickBooks Online as well as assisting Franchisees with QuickBooks Online support such as linking profiles and resolution for exporting issues that may arise. She also assists Franchisees with WorldPay/iQ Portal questions and gift card resolution as well as management and issue resolution for Canadian Gift Cards. Rena also conducts audit research and documentation in regards to Campus Cash, Third Party Vendors and external terminals. Within the audit scope she also conducts Franchisee audit research and documentation. Additionally, she is in charge of the management of Fire Cloud library documents as it pertains to Financial Services.

We may require you to attend periodic refresher training courses at such times and places as we designate. We may charge fees for such courses.

## **Operations Manual**

The table of contents of our Manual is specified in Exhibit "G." Instead of providing a paper version, we may provide access to the Manual solely through electronic means.

## **ITEM 12. TERRITORY**

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

## **Unit Franchise Program**

The franchise is granted for a specific location that first must be approved by us (the "Site"). The trade area ("**Trade Area**") of FIREHOUSE SUBS® Restaurants generally consists of the Site and the geographic area within a 2-mile radius around the Site, although we may vary its size under special

circumstances. We will not approve a Site within the Trade Area of any other FIREHOUSE SUBS® Restaurants. As long as you are in compliance with the Franchise Agreement, we will not grant a franchise for, nor ourselves operate, FIREHOUSE SUBS® Restaurants within your Trade Area. Other than your right to operate the Restaurant in its Trade Area, we do not grant you any territorial rights whatsoever (other than through the Area Development Program – see below). We may establish other FIREHOUSE SUBS® Restaurants (franchised or owned by us) anywhere that may compete with your location. We do not restrict the areas in which you and other franchisees may accept orders, deliver products or provide catering services, but we reserve the right to do so in the future. We retain the right (in our sole discretion) to sell products and provide services authorized for sale by FIREHOUSE SUBS® Restaurants under the Marks or other trade names, trademarks, service marks and commercial symbols through similar or dissimilar channels (like telephone, mail order, kiosk, co-branded sites and sites located within other retail businesses, stadiums, Intranet, Internet, web sites, wireless, email or other forms of e-commerce) for distribution within and outside of your Trade Area.

### **Area Development Program**

The Area Development Program is granted for a specific geographical area (the “**Development Area**”) as identified in the Development Agreement. The Development Area generally consists of an area with boundaries on the north, south, east and west with the number of trade areas identified that the new franchisee is purchasing. Consideration to protected distances of stores (1 mile in the franchise agreement) is determined when mapping out the area. As long as you are in compliance with the Franchise Agreement, we will not grant a franchise for a FIREHOUSE SUBS® Restaurant to be located in the Development Area. If you comply with the Development Agreement and all franchise agreements with us, then during the term of the Development Agreement, we will not operate (directly or through an affiliate) nor grant a FIREHOUSE SUBS® franchise for the operation of any Restaurant to be located within your Development Area, except for franchises granted to you. We retain the right (in our sole discretion) to sell products and provide services authorized for sale by FIREHOUSE SUBS® Restaurants under the Marks or other trade names, trademarks, service marks and commercial symbols through similar or dissimilar channels (like telephone, mail order, kiosk, co-branded sites and sites located within other retail businesses, stadiums, Intranet, Internet, web sites, wireless, email or other forms of e-commerce) for distribution within and outside of your Development Area. If you do not meet the Development Schedule, we may terminate the Development Agreement or reduce the Development Area.

At the end of the 3rd Development Year, and every 36 months thereafter, we may reassess the prospects for the development of FIREHOUSE SUBS® Restaurants in the Development Area. At that time, we may adjust the number of Restaurants to be developed within the Development Area to account for growth in population and other relevant demographics. If we do so, you and we will agree on a new Development Schedule by increasing the number of Restaurants that you are to develop, and extending the Development Period based on the average time for developing new Restaurants in the current Development Schedule or by mutual agreement. If you do not agree to this new schedule, then we may develop additional FIREHOUSE SUBS® Restaurants within the Development Area either ourselves or through other franchisees, but you will maintain the right and obligation to own, open and operate the Restaurants subject to the Development Schedule.

Other than our area development program (see Items 1 and 5), we do not generally grant options, rights of first refusal, or similar rights to acquire additional franchises, as each franchise is awarded on a franchise-by-franchise basis. Accordingly, you may only acquire additional franchised FIREHOUSE SUBS® Restaurants from us if you meet our qualifications at the time you apply. And we may limit the number of Restaurants owned by any franchisee or its affiliates. You may only relocate your Restaurant with our approval, both for the relocation and for the new site. We apply the same considerations for evaluating relocations of a Restaurant and the leasing of an additional site as we do for Restaurants and sites generally.

## **Rights We Retain:**

Nevertheless, we retain the right, on behalf of ourselves or through affiliates, in our discretion, and without granting any rights to you, to:

(a) solicit prospective franchisees and grant franchises or other rights to operate FIREHOUSE SUBS® Restaurants through national or regional advertising, trade shows or conventions or through e-commerce or similar means;

(b) own and operate FIREHOUSE SUBS® Restaurants ourselves or through affiliates except in your Trade Area;

(c) sell, solicit, recruit and provide services for Restaurants or any franchised business not defined as a FIREHOUSE SUBS® Restaurant;

(d) sell and provide the services authorized for sale by, FIREHOUSE SUBS® Restaurants under the Marks or other trade names, trademarks, service marks and commercial symbols through similar or dissimilar channels (like telephone, mail order, kiosk, co-branded sites and sites located within other retail businesses, Intranet, Internet, web sites, wireless, email or other forms of e-commerce) for distribution within and outside of your Trade Area or Development Area and pursuant to such terms and conditions as we consider appropriate;

(e) to sell, and provide the services authorized for sale by, FIREHOUSE SUBS® Restaurants to Nontraditional Locations, which are locations for which the majority of the persons entering the premises typically do so for the purposes other than patronizing the FIREHOUSE SUBS® Restaurant, including, but not limited to airports, military installations, hotels, railway stations and their direct surroundings, bus stations, service plazas established by governmental or quasi-governmental entities on motorways and highways, gas stations, convenience stores, universities and schools, amusement parks, cruise ships, hospitals and residences, sports centers and clubs, and similar locations for distribution within and outside of your Trade Area and pursuant to such terms and conditions as we consider appropriate; and

(f) solicit prospective franchisees for, and own and operate, businesses and restaurants of any other kind or nature, anywhere.

You may use the Internet to advertise only in compliance with the Franchise Agreement.

We are affiliated with companies that operate and franchise 3 restaurant brands: Tim Hortons® restaurants, Burger King® restaurants and Popeyes® restaurants, all based at 5707 Blue Lagoon Drive, Miami, Florida 33126. We maintain separate office space and conduct training at different facilities. FIREHOUSE SUBS® Restaurants offer significantly different menus and goods and services than Tim Hortons® restaurants, Burger King® restaurants and Popeyes® restaurants, however, there may be some overlaps in the goods and services given that all 3 currently offer sandwiches, dessert items and beverages.

There may be Tim Hortons® restaurants, Burger King® restaurants and/or Popeyes® restaurants located, operating, marketing and making sales to customers in the same market as your FIREHOUSE SUBS® Restaurants now or in the future. Those restaurants could be company-owned, franchised or both. If there is a conflict between us and a franchisee of the other affiliated brands, our management team will attempt to resolve the conflict after taking into account the specific facts of each situation and what is in the best interests of the affected system or systems. However, we are not responsible for resolving conflicts between or among FIREHOUSE SUBS® Restaurant franchisees or between or among franchisees of the various affiliated brands.

As a member of a multi-brand restaurant chain, it is possible that other restaurant chains may be acquired that sell products or provide services similar to those offered by FIREHOUSE SUBS® Restaurants. These acquired restaurants might be converted into FIREHOUSE SUBS® Restaurants, maintained as a separate concept under the same or similar Marks or maintained as separate concepts.

**ITEM 13.  
TRADEMARKS**

We grant you the right to use certain trademarks, service marks and other commercial symbols in operating your FIREHOUSE SUBS® Restaurant. The primary trademarks and service marks we use are as follows:



®

**FIREHOUSE SUBS®**



®




®









**FOUNDED BY FIREMEN ®**


**Trademark and Service Registrations.**

The status of the registrations of our primary Marks and certain others on the Principal Register of the United States Patent and Trademark Office (the “PTO”) is as follows:

<b>REGISTERED TRADEMARKS AND SERVICE MARKS</b>			
<b><u>MARK</u></b>	<b><u>REG. NO.</u></b>	<b><u>REG. DATE</u></b>	<b><u>GOODS/SERVICES</u></b>
	1,903,135 *	July 4, 1995	Restaurant services



<b>REGISTERED TRADEMARKS AND SERVICE MARKS</b>			
<b><u>MARK</u></b>	<b><u>REG. NO.</u></b>	<b><u>REG. DATE</u></b>	<b><u>GOODS/SERVICES</u></b>
	1,983,934 *	July 2, 1996	Restaurant services, Providing of food and drink
	3,316,544 *	October 23, 2007	Magnetically encoded credit cards, gift cards
	3,482,187 *	August 5, 2008	Restaurant services
	3,482,188 *	August 5, 2008	Restaurant franchising
	3,323,158 *	October 30, 2007	Cups; Drinking cups
	3,246,353 *	May 29, 2007	Restaurant franchising
	3,253,052 *	June 19, 2007	Restaurant services
	3,833,616 *	August 17, 2010	Iced tea; Colas; Fruit flavored drinks; Fruit-flavored beverages with tea flavor; Non-alcoholic beverages, namely, carbonated beverages; Soft drinks
	2,795,059 *	December 16, 2003	Charitable Fund raising
	2,866,824 *	July 27, 2004	Clothing, namely t-shirts, golf shirts and polo shirts
	3,012,834 *	November 8, 2005	Restaurant franchising
	3,012,835 *	November 8, 2005	Restaurant services
	3,027,226 *	December 13, 2005	Cereal based snack foods; foods, namely cookies and brownies
	3,031,378 *	December 20, 2005	Pastries and dessert items, namely cookies and brownies
	3,063,737 *	February 28, 2006	Stickers
	3,070,844 *	March 21, 2006	Bags, namely paper bags
	3,070,838 *	March 21, 2006	Hats; Toy vehicles
	3,082,197 *	April 18, 2006	Paper for wrapping and packaging of food



<b>REGISTERED TRADEMARKS AND SERVICE MARKS</b>			
<b><u>MARK</u></b>	<b><u>REG. NO.</u></b>	<b><u>REG. DATE</u></b>	<b><u>GOODS/SERVICES</u></b>
	3,306,295 *	October 9, 2007	Magnetically encoded credit cards, gift cards
	3,323,157 *	October 30, 2007	Cups; Drinking cups
	3,173,205 *	November 21, 2006	Sauces
	3,357,598 *	December 18, 2007	Accepting and administering monetary charitable contributions; Charitable fund raising
<b>CAPTAIN SORENSEN'S</b>	3,161,773 *	October 24, 2006	Sauces
<b>ENGINEER</b>	3,355,508 *	December 18, 2007	Sandwiches
<b>FIREHOUSE</b>	3,000,715 *	September 27, 2005	Clothing, namely shirts
<b>FIREHOUSE HERO</b>	3,323,735 *	October 30, 2007	Sandwiches
<b>FIREHOUSE STEAK &amp; CHEESE</b>	3,323,736 *	October 30, 2007	Sandwiches
<b>FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION</b>	3,618,997 *	May 5, 2009	Accepting and administering monetary charitable contributions; Charitable fund raising services
<b>RAPID RESCUE TO GO</b>	5,510,032	July 3, 2018	On-line ordering services featuring restaurant pick-up, carry-out and order ahead. Food preparation services; preparation of food and beverages; restaurant services; restaurant services featuring sandwiches; restaurant services, namely, providing food and beverages for consumption on and off the premises; take-out restaurant services.

<b>REGISTERED TRADEMARKS AND SERVICE MARKS</b>			
<b><u>MARK</u></b>	<b><u>REG. NO.</u></b>	<b><u>REG. DATE</u></b>	<b><u>GOODS/SERVICES</u></b>
	5,510,033	July 3, 2018	On-line ordering services featuring restaurant pick-up, carry-out and order ahead. Food preparation services; preparation of food and beverages; restaurant services; restaurant services featuring sandwiches; restaurant services, namely, providing food and beverages for consumption on and off the premises; take-out restaurant services.
<b>RAPID RESCUE</b>	5,651,363	January 8, 2019	On-line ordering services featuring restaurant pick-up, carry-out and order ahead. Food preparation services; preparation of food and beverages; restaurant services; restaurant services featuring sandwiches; restaurant services, namely, providing of food and beverages for consumption on and off the premises; food preparation services featuring preparation of food and beverages for pick-up, carry-out and order ahead; take-out restaurant services.

<b>REGISTERED TRADEMARKS AND SERVICE MARKS</b>			
<b><u>MARK</u></b>	<b><u>REG. NO.</u></b>	<b><u>REG. DATE</u></b>	<b><u>GOODS/SERVICES</u></b>
<b>FIREHOUSE SUBS</b>	2,606,263 *	August 13, 2002	Restaurant services specializing in submarine style sandwiches for public consumption
	2,795,060 *	December 16, 2003	Charitable fund raising
	3,014,796 *	November 15, 2005	Restaurant franchising
	3,027,225 *	December 13, 2005	Cereal based snack foods; foods, namely cookies and brownies
	3,031,377 *	December 20, 2005	Pastries and dessert items, namely cookies and brownies
	3,063,736 *	February 28, 2006	Stickers
	3,065,955 *	March 7, 2006	Bags, namely paper bags
	3,070,837 *	March 21, 2006	Hats; Toy vehicles
	3,082,196 *	April 18, 2006	Paper for wrapping and packaging of food
	3,261,752 *	July 10, 2007	Gift cards; Magnetically encoded credit cards
	3,323,156 *	October 30, 2007	Cups, Drinking cups
	3,615,605 *	May 5, 2009	Golf shirts; Polo shirts; Shirts; Short-sleeved or long-sleeved shirts; T-shirts; Short-sleeved shirts; Sports shirts; Sport shirts; sports shirts with short sleeves; T-shirts; Tee-shirts
	3,827,073 *	August 3, 2010	Iced tea; Colas; Fruit flavored drinks; Fruit-flavored beverages with tea flavor; Non-alcoholic beverages, namely, carbonated beverages; Soft drinks
<b>FOUNDED BY FIREMEN</b> †	3,413,742	April 15, 2008	Restaurant services
<b>FOUNDED BY FIREMEN</b> †	3,413,743	April 15, 2008	Restaurant franchising



<b>REGISTERED TRADEMARKS AND SERVICE MARKS</b>			
<b><u>MARK</u></b>	<b><u>REG. NO.</u></b>	<b><u>REG. DATE</u></b>	<b><u>GOODS/SERVICES</u></b>
<b>FOUNDED BY FIREMEN</b>	5,301,445	October 3, 2017	Restaurant and catering services, restaurant services featuring sandwiches, restaurant services, namely, providing of food and beverages for consumption on and off premises
<b>FOUNDED BY FIREMEN</b>	5,385,397	January 23, 2018	Franchising, namely, consultation and assistance in business management, organization and promotion; administration of the business affairs of franchises, restaurant franchising, namely offering business management assistance in the establishment and/or operation of restaurants
<b>FULLY INVOLVED</b>	2,784,438 *	November 18, 2003	Restaurant services
<b>HOOK &amp; LADDER</b>	3,323,733 *	October 30, 2007	Sandwiches
<b>NEW YORK STEAMER</b>	3,323,734 *	October 30, 2007	Sandwiches
	3,791,438 *	May 18, 2010	Fruit-flavored beverages
<b>FIREHOUSE MEATBALL</b>	3,751,737 *	February 23, 2010	Sandwiches
<b>THE ROOKIE</b>	3,847,091 *	September 14, 2010	Restaurant services; prepared lunches, dinners and meals; box lunches, box dinners and box meals; prepackaged lunches, dinners and meals; catering services, restaurant catering
	4,618,210 *	October 7, 2014	Fruit-flavored beverages
<b>FIREHOUSE SALAD</b>	4,639,978 *	November 18, 2014	Garden salads; salads, namely, garden and vegetable salads with meat and cheese
<b>FIREHOUSE FUNDS</b>	4,738,798 *	May 19, 2015	Magnetically encoded gift cards

<b>REGISTERED TRADEMARKS AND SERVICE MARKS</b>			
<b><u>MARK</u></b>	<b><u>REG. NO.</u></b>	<b><u>REG. DATE</u></b>	<b><u>GOODS/SERVICES</u></b>
<b>THE LIEUTENANT</b>	5,155,234	March 7, 2017	Prepared meals, namely, lunches, dinners, box lunches, box dinners, box meals, prepackaged lunches, prepackaged dinners and prepackaged meals consisting primarily of sandwiches
<b>WELCOME TO THE FIREHOUSE</b>	5,675,356	February 12, 2019	Restaurant services
<b>WELCOME TO THE FIREHOUSE</b>	5,730,047	April 16, 2019	Franchise services, namely, offering business management assistance in the establishment and operation of restaurants
<b>H2O FOR HEROES</b>	5,702,658	March 19, 2019	Charitable services, namely, coordination of the procurement of bottled water from the general public for distribution to local fire and police departments, emergency victims, senior and community centers, and others in need
	5,728,855	April 16, 2019	Restaurant services; restaurant services featuring sandwiches; restaurant services, namely, providing food and beverages for consumption on and off premises; take-out restaurant services
<b>ENJOY MORE SUBS. SAVE MORE LIVES.</b>	6,216,252	December 8, 2020	Restaurant services
<b>OUR SUBS SAVE LIVES</b>	6,216,749	December 8, 2020	Restaurant services
	6,376,660	June 8, 2021	Downloadable computer application software for mobile phones, namely, software for ordering food; Restaurant services

\*These registrations have achieved incontestable status at the PTO in accordance with 15 U.S.C. §§ 1065 and 1115(b).

†These registrations are registered on the Supplemental Register of the PTO and not on the Principal Register.

This list represents all of our primary Marks and certain others. It is not an exclusive list of Marks you will be authorized to use.

There are no agreements currently in effect which significantly limit our rights to use or license the use of our Marks in a manner material to the franchise. There are no currently effective material determinations of the PTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, and, except as summarized below, there are no pending infringements, opposition or cancellation proceedings, or material litigation involving the principal trademarks. All affidavits and renewals have been filed.

FRG has granted us a worldwide, non-exclusive, license to use and to license our franchisees the right to use the Marks in connection with the ownership and operation of the Restaurants pursuant to the terms and conditions of a written Trademark, Technology and Know-How License Agreement dated December 27, 2004. The term of such agreement is perpetual.

### **Use of the Marks.**

You must follow our rules when you use the Marks. You cannot use any Mark as part of your corporate or legal business name or with modifying words, designs or symbols (except for those we license to you). You cannot use any Mark in connection with the performance or sale of any unauthorized services or products or in any other manner we have not expressly authorized in writing.

### **Infringements.**

You must notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any claim by any person of any rights in any Mark, and you may not communicate with any person other than us, our attorneys and your attorneys in connection with any such infringement, challenge or claim. We have sole discretion to take such action as we deem appropriate and the right to control exclusively any litigation, PTO proceeding or any other administrative proceeding arising from such infringement, challenge or claim or otherwise relating to any Mark. You must sign any instruments and documents, provide such assistance and take any action that, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any litigation or PTO or other proceeding or otherwise to protect and maintain our interests in the Marks.

### **Changes to the Mark.**

If it becomes advisable at any time in our sole discretion for us and/or you to modify or discontinue the use of any Mark and/or use one or more additional or substitute trade or service marks, you must comply with our directions within a reasonable time after receiving notice. We will not be obligated to reimburse you for any loss of revenue attributable to any modified or discontinued Mark or for any expenditures you make to promote a modified or substitute trademark or service mark.

### **Indemnification.**

We will indemnify you against and reimburse you for all damages for which you are held liable to third parties in any proceeding arising out of your authorized use of any of the Marks resulting from claims by third parties that your use of any of the Marks infringes their trademark rights, and for all costs you reasonably incur in the defense of any such claim in which you are named as a party, so long as you have timely notified us of the claim and have otherwise complied with the terms of our agreements with you. We will not indemnify you against the consequences of your use of the Marks except in accordance with the requirements of our agreements with you. You must provide written notice to us of any such claim within 10 days of your receipt of such notice and you must tender the defense of the claim to us. We will have the right to defend any such claim and if we do so, we will have no obligation to indemnify or reimburse you for any fees or disbursements of any attorney retained by you. If we elect to defend the claim, we will have the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

## **Other Uses and Proceedings.**

We are aware of other restaurants and/or bars using the term Firehouse in their names, including in Dayton, Ohio, Geneva-on-the-Lake, Ohio, Tampa, Florida, Johnson City, Tennessee, Parkville, Maryland, Rapid City, South Dakota, Houston, Texas, Somersville, Connecticut, Stafford Springs, Connecticut and Wichita, Kansas. We are not familiar with their operations, or when they started using the names. But, they may have certain rights to continue business under their trade names. From time to time we learn of other restaurants, bars and businesses that use the term Firehouse in their names. Some of these businesses may have certain rights to continue business under their trade names using the term Firehouse. We address these matters on a case-by-case basis and take action depending upon the circumstances. Additionally, a restaurant and bar located in Myrtle Beach, South Carolina has the right to continue operating under the name Calli Baker's Firehouse Bar and Grill, a restaurant and bar located in Cincinnati, Ohio has the right to continue operating under the name The Firehouse Grill, and a winery that also provides an on-site restaurant located in Geneva-on-the-Lake, Ohio has the right to continue to operate under the name Old Firehouse Winery and offer those services within neighboring counties. Except for the foregoing, we do not actually know of either superior prior rights or infringing uses that could materially affect your use of our principal trademarks in any state.

On March 16, 1999, FRG filed a petition to cancel registration number 1,903,135 for the mark "FIREHOUSE and Dalmatian logo." The respondent raised no counterclaims or defenses challenging FRG's trademark or service mark rights or registrations. FRG settled with the respondent, in which the respondent assigned all of its rights, title and interest in and to that registration and registration number 1,903,134, and its common law rights to FRG. In return, FRG granted respondent a limited license to use the marks depicted in those two registrations in connection with its business. The proceeding was dismissed with prejudice on August 20, 2001. Cancellation proceeding number 92028849, *Firehouse Restaurant Group, Inc. v. Firehouse Wing Co., Inc.*, United States Patent and Trademark Office, Trademark Trial and Appeal Board.

On July 31, 2003, FRG filed petitions seeking cancellation of registration number 2,304,334 for the mark "Fire House Foods" and registration number 2,425,824 for the mark "Fire House." The respondent did not raise any counterclaims or defenses challenging our trademark or service mark rights or registrations. This proceeding was settled by the respondent transferring all of its rights and title in and to these marks to FRG. FRG, in turn, granted respondent a limited license to use them. Consolidated cancellation proceeding numbers 92042399 and 92042340, *Firehouse Restaurant Group, Inc. v. Bradley E. Son*, and *Firehouse Restaurant Group, Inc. v. Firehouse Foods, LLC*, United States Patent and Trademark Office, Trademark Trial and Appeal Board.

On April 7, 2004, FRG filed an opposition proceeding seeking to oppose pending service mark application serial number 76484312 for the mark "Firehouse Saloon." The respondent raised no counterclaims or defenses challenging FRG's trademark or service mark rights or registrations. FRG settled with the respondent, in which the respondent assigned all of its rights, title and interest in and to that registration and registration and its common law rights to FRG. In return, FRG granted respondent a limited license to use the mark depicted in the assigned application in connection with its business. The proceeding was dismissed with prejudice on June 23, 2005. Opposition proceeding number 91160052, *Firehouse Restaurant Group, Inc. v. Firehouse Saloon Incorporated*, United States Patent and Trademark Office, Trademark Trial and Appeal Board.

On October 25, 2006, FRG filed an opposition proceeding seeking to oppose pending service mark application serial number 78477034 for the mark "The Firehouse Brewing Company." On February 23, 2007, FRG filed an opposition proceeding seeking to oppose pending service mark application serial number 78477023 for the mark "The Firehouse American Pale Ale." The respondent answered both petitions denying the allegations and raising defenses. The parties entered into a settlement agreement and the proceedings were dismissed. Pursuant to the resolution, the parties entered into a co-existence and

consent agreement under which The Firehouse Brewing Company may use its “The Firehouse Brewing Company,” “The Firehouse American Pale Ale” and related marks in connection with the custom manufacture of beer and may obtain trademark registrations therefor, but restricting all other uses thereof. Opposition proceeding numbers 91173555 and 91175836, *Firehouse Restaurant Group, Inc. v. The Firehouse Brewing Company*, United States Patent and Trademark Office, Trademark Trial and Appeal Board.

On September 19, 2007, FRG filed an opposition proceeding seeking to oppose pending service mark application serial number 77008488 for the mark “Old Firehouse Winery (and logo)” filed by the respondent, Old Firehouse Winery, Inc. The respondent answered the petition denying the allegations and raising defenses. The parties entered into a settlement agreement and the proceeding was dismissed with prejudice on May 11, 2012. Pursuant to the settlement agreement, Old Firehouse Winery, Inc. may use its “Firehouse Winery” marks and logos in connection with winery related services, and may provide restaurant services under those marks provided they are offered from winery locations within certain Ohio counties. Old Firehouse Winery, Inc. agreed not to object to FRG’s use of its marks, and FRG agreed not to serve or make available wine at locations within certain Ohio counties. Opposition proceeding number 91179580, *Firehouse Restaurant Group, Inc. v. Old Firehouse Winery, Inc.*, United States Patent and Trademark Office, Trademark Trial and Appeal Board.

On June 6, 2011, FRG and three of its franchisees filed a lawsuit for trademark and service mark infringement against Firehouse Grill, LLC and two of its owners, Robert A. Davis and Molly Davis seeking damages and injunctive relief. FRG’s complaint alleges that defendants’ operation of a restaurant under the name “Firehouse Grill” constitutes, among other things, trademark and service mark infringement of FRG’s registered trademark and service mark rights. The defendants filed answers and counterclaims denying liability and seeking cancellation of several of FRG’s Marks. FRG moved to dismiss the counterclaims and defendants amended their counterclaims. On or about August 22, 2011, the parties executed a settlement agreement and on August 25, 2011, the parties filed a stipulation dismissing the lawsuit with prejudice. The defendants continue to operate their Firehouse Grill restaurant in Cincinnati, Ohio. *Firehouse Restaurant Group, Inc. et al. v. Robert A. Davis, Molly Davis and Firehouse Grill, LLC*, case no. 1:11cv365, United States District Court for the Southern District of Ohio, Western Division.

On April 29, 2015, FRG filed an opposition proceeding with the PTO seeking to oppose pending service mark application serial number 86089670 for the mark “Columbia Firehouse.” After the applicant filed an answer denying liability, the parties entered into a settlement agreement and the applicant expressly abandoned its application with prejudice. On August 15, 2016, the application was abandoned with prejudice and the opposition was dismissed without prejudice. Pursuant to the settlement agreement, the applicant may continue to operate a single location restaurant in Alexandria, Virginia under the name “Columbia Firehouse” with certain restrictions and limitations. Opposition proceeding number 91221728, *Firehouse Restaurant Group, Inc. v 109 South Saint Asaph, LLC*, United States Patent and Trademark Office, Trademark Trial and Appeal Board.

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

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

We claim copyrights in the Manual and the menus, and advertising materials and related items used in operating the franchise. These copyrights have not been registered with the United States Registrar of Copyrights.

The Manual, which is described in Item 11, and other materials we possess contain our confidential information. This information includes site selection criteria; recipes; methods, formats, specifications, standards, systems, procedures and sales and marketing techniques used, and knowledge of and experience,

in developing and operating Restaurants; marketing and advertising programs for Restaurants; knowledge of specifications for and suppliers of certain fixtures, furnishings, equipment, products, materials and supplies; and knowledge of the operating results and financial performance of Restaurants other than your Restaurant.

All ideas, concepts, techniques or materials relating to Restaurants (including any specific to your Restaurant), whether or not constituting protectable intellectual property, and whether created by or on behalf of you or your owners, must be promptly disclosed to us, will be considered our property and part of our franchise system and will be considered to be works made-for-hire for us. You and your owners must sign whatever documents we request to evidence our ownership or to assist us in securing intellectual property rights in such ideas, concepts, techniques or materials.

Every FIREHOUSE SUBS® Restaurant contains a mural on a wall with artwork we commission. We own the artwork and all copyrights in it.

You may not use our confidential information in an unauthorized manner and must take reasonable steps to prevent its disclosure to others. See Items 5 and 7.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. Nor are there any agreements currently in effect which significantly limit our right to use or authorize franchisees to use the copyrighted materials. Furthermore, there are no infringing uses actually known to us which could materially affect a franchisee's use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights or confidential information, although we intend to do so when this action is in the best interests of the FIREHOUSE SUBS® System.

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

You must at all times faithfully, honestly and diligently perform your obligations under the Franchise Agreement, continuously exert your best efforts to promote and enhance the Restaurant and not engage in any other business or activity that conflicts with your obligations to operate the Restaurant in compliance with the Franchise Agreement. You (or your owners) unless we agree otherwise, are obligated to participate personally in the direct operation of the Restaurant. Unless we approve otherwise, the operating partner must have and retain at least 50% ownership of the Restaurant.

If you are a corporation, limited liability company or limited partnership, your owners must not only personally guarantee your obligations under the Franchise Agreement but also agree to be personally bound by, and personally liable for the breach of, every provision of the Franchise Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities. The form of "**Principal Owner's Guaranty**" is attached as Exhibit "H." We require you to complete a "**Principal Owner's Statement**" in the form attached as Exhibit "I." The Principal Owner's Statement describes all of your owners and their interests in you. A Principal Owner is an owner of any ownership interest in a business entity. If your spouse or other family members are also owners of your business entity, they must sign the Principal Owner's Guaranty.

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

You must offer for sale all products, and perform all services, that we require from time to time for Restaurants. You may not offer for sale any products or perform any services that we have not authorized. (See Items 8 and 9) Our System Standards may regulate required or authorized products, product categories

and supplies. We do not impose restrictions or conditions that limit your access to customers. We have the right to modify System Standards which may accommodate regional or local variations, and any such modifications may obligate you to invest additional capital in the Restaurant (“**Capital Modifications**”) and/or incur higher operating costs; provided, however, that such modifications will not alter your fundamental status and rights under your Franchise Agreement. We will give you 30 days to comply with Capital Modifications but if a Capital Modification requires an expenditure of more than \$2,500, we will give you 3 months to comply. We will not require you to spend more than \$150,000 on Capital Modifications during the term of your Franchise Agreement. Capital Modifications are in addition to costs you incur to repair, replace or refurbish your equipment and fixtures. Capital Modifications do not include expenditures you are required, or choose to make, solely to comply with applicable laws, governmental rules or regulations.

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

**THE FRANCHISE RELATIONSHIP**

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

PROVISION	SECTION AGREEMENT	SUMMARY
(a) Length of the franchise term	Section 2.1 of the Franchise Agreement; Section 5 of Deposit Agreement	Approximately 10 years beginning on the date of the Franchise Agreement and ending 10 years after the opening of the Restaurant. Deposit Agreement terminates within 60 days if no Franchise Agreement is signed; the Membership Agreement expires if the cooperative advertising entity ceases to exist or the Franchise Agreement expires or terminates;
	Section 2 of the Development Agreement	The Development Agreement expires on the date specified in the Development Agreement, the last day of the Development Schedule or the opening of the last Restaurant specified in the Development Schedule.
(b) Renewal or extension of the term	Section 15 of the Franchise Agreement	If you are in good standing, you can renew or extend the term of your franchise on our then-current terms for 4 additional 5-year terms.
	Section 2.2 of Development Agreement	The Development Agreement may be extended at the end of the 3 <sup>rd</sup> Development Year and every 36 months thereafter.

PROVISION	SECTION AGREEMENT	SUMMARY
(c) Requirements for Franchisee to renew or extend	Section 15 of the Franchise Agreement	<p>Maintain Site or secure substitute Site, bring Restaurant into compliance with our then-current specifications and standards, sign new franchise agreement and ancillary agreements, general releases, satisfactory completion of training and refresher programs, and pay fee. If you fail to timely satisfy the deficiencies noted in our Response Notice prior to the expiration of your Franchise Agreement, you may request an extension. If we agree to grant you an extension, you must meet the following conditions: (1) pay us our then-current Successor Extension Fee; and (2) complete the correction of the deficiencies on or before the end of time we set for the extension.</p> <p>Your renewal right permits you to remain as a franchisee after the initial term of your Franchise Agreement expires. However, to remain a franchisee, you must meet all required conditions to renewal, including signing our then-current form of franchise agreement, which may be materially different than the form attached to this Disclosure Document.</p>
	Sections 2.2 and 4 of the Development Agreement	Sign a new development schedule and pay an additional Development Fee,
(d) Termination by Franchisee	Not Applicable	Not Applicable (Subject to State Law)
	Not Applicable	Not Applicable (Subject to State Law)
(e) Termination by Franchisor without cause	Not Applicable	Not Applicable
	Not Applicable	Not Applicable
(f) Termination by Franchisor with cause	Section 16 of the Franchise Agreement	We can terminate only if you commit one of several violations.
	Section 7 of the Development Agreement	We can terminate only if you commit one of several violations.
(g) "Cause" defined – curable defaults	Section 16 of the Franchise Agreement	You have 24 hours to cure health, safety or sanitation law, ordinance or regulation violations, 30 days to cure: (i) monetary defaults, including to suppliers and the Co-Op; (ii) noncompliance with any provision of the Franchise Agreement or any other agreement (including any



PROVISION	SECTION AGREEMENT	SUMMARY
		<p>Development Agreement) with us or our affiliates, or the System Standards; (iii) you or a trained manager not being present at the Restaurant during all open hours; (iv) failure to keep the Restaurant open during the required hours; (v) purchasing or leasing any product or service from an unapproved supplier; (vi) failure to participate in the Co-Op; (vii) failure to pay taxes, assessments and suppliers; (viii) failure to obtain and maintain required permits; (ix) if you are a Business Entity, failure to maintain active status in your state of organization; (x) failure to make required reports; (xi) failure to maintain sufficient liquid funds to pay amounts to us via electronic transfer; (xii) continued violation of any law, ordinance, rule or regulation of a governmental agency; and (xiii) failure to obtain any approvals or consents required by Franchise Agreement.</p>
	Section 7 of the Development Agreement	<p>You have 30 days to cure: (a) failure of your Business Entity to maintain active status in your state of organization; (b) violation of your Development Agreement or any other agreement (including any Franchise Agreement) with us or our affiliates; (c) continued violation of any law, ordinance, rule or regulation of a governmental agency; or (d) failure to obtain required approvals or consents.</p>
(h) "Cause" defined – non-curable defaults	Section 16 of the Franchise Agreement	<p>Non-curable defaults include material misrepresentation or omission, failure to complete required training, failure to lease the Site we approved within 12 months of the date of the Franchise Agreement; failure to begin operating the Restaurant 12 months of our approval of the Site: abandonment; unapproved transfers; conviction of or a plea of no contest or guilty to, a felony or other serious crime; dishonest or unethical conduct; understatement of Gross Sales by 5% or more; our audits show that you understated Gross Sales by 2% or more 2 or more times in any 18-month period; signing a lease for your Restaurant before signing the Franchise Agreement or before we have approved the site or the terms of the lease; unauthorized assignment of the Franchise Agreement or of an ownership interest in you or the Restaurant; failure to make the required assignment in the event of death or disability; loss of the Site; unauthorized use or disclosure of the Manual or confidential information; failure to pay taxes; repeated defaults (even if cured); an assignment for the benefit of creditors or written admission of insolvency or inability to pay debts as they become due.</p>

PROVISION	SECTION AGREEMENT	SUMMARY
	Section 7 of the Development Agreement	Non-curable defaults include material misrepresentations or omissions; failure to meet the Development Schedule; unapproved transfer of your Business; conviction or plea of no contest or guilty to a felony or other serious crime or offense; your, or your owners, dishonest or unethical conduct; unauthorized assignment of your Development Agreement or any Franchise Agreement; failure to make the required assignment in the event of death or disability; unauthorized use or disclosure of any Confidential Information; failure to comply with any agreements (including any Franchise Agreement) with us; or an assignment for the benefit of creditors or written admission of insolvency or inability to pay debts as they become due.
(i) Franchisee's obligations on termination/nonrenewal	Section 17 of the Franchise Agreement	Obligations include payment of outstanding amounts, complete de-identification and return of Confidential Information (also see r below).
	Not Applicable	Not Applicable
(j) Assignment of contract by Franchisor	Section 14.1 of the Franchise Agreement; Section 8 of Deposit Agreement;	No restriction on our right to assign; the Deposit Agreement cannot be assigned without prior written consent.
	Section 6 of the Development Agreement	No restriction on our right to assign.
(k) "Transfer" by Franchisee – defined	Section 14.2 of the Franchise Agreement	Voluntary or involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in the Franchise Agreement, you or the Restaurant.
	Section 6.2 of the Development Agreement	Voluntary or involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in the Development Agreement or you.
(l) Franchisor's approval of transfer by Franchisee	Sections 14.2 and 14.4 of the Franchise Agreement; Section 8 of Deposit Agreement;	We have the right to approve all transfers, even to a Business Entity controlled by you.

<b>PROVISION</b>	<b>SECTION AGREEMENT</b>	<b>SUMMARY</b>
	Section 6 of the Development Agreement	The Development Agreement is not transferable under any circumstances whatsoever, except to a Business Entity or upon your death or disability, or if you are a Business Entity, the death or disability of a person owning a controlling interest in you.
(m) Conditions for Franchisor's approval of transfer	Section 14.3 of the Franchise Agreement	New franchisee qualifies; you pay us all amounts due; new owners and/or managerial employees agree to be trained; transferee agrees to be bound by terms and conditions of Franchise Agreement and to sign our then-current form of franchise agreement; transferee agrees to upgrade the Restaurant, if necessary; transfer fee (if any) paid; we approve material terms; you subordinate amounts due to you; and you sign other documents we require - including general releases (also see r below).
	Section 6 of the Development Agreement	The Development Agreement is not transferable under any circumstances whatsoever, except to a Business Entity or upon your death or disability, or if you are a Business Entity, the death or disability of a person owning a controlling interest in you.
(n) Franchisor's right of first refusal to acquire Franchisee's business	Section 14.8 of the Franchise Agreement	We can match any offer for your Business or an ownership interest in you provided that we may substitute cash for any form of payment at a discounted amount if an interest rate will be charged on any deferred payments; our credit will be deemed equal to that of any proposed purchaser; we will have no less than 30 days to prepare for closing; and we receive all customary representations and warranties, as we specify.
	Not Applicable	Not Applicable
(o) Franchisor's option to purchase Franchisee's business	Section 17.5 of the Franchise Agreement	We have the option to buy the Restaurant, including leasehold rights to the Site, at fair market value after termination (but not expiration) of the agreement. If we cannot agree on a fair market value, an independent appraisal will be conducted. The purchase price will be paid in 2 installments, the first of which will be equal to the Franchise Fee you paid and will be payable within 30 days of our notifying you of our election to purchase your Business. The 2 <sup>nd</sup> installment will equal the total purchase price less the first installment and will be paid no later than 90 days after the later of the closing or the determination of the purchase price.
	Not Applicable	Not Applicable

<b>PROVISION</b>	<b>SECTION AGREEMENT</b>	<b>SUMMARY</b>
(p) Death or disability of Franchisee	Sections 14.5 and 14.6 of the Franchise Agreement	Franchise or an ownership interest in you must be assigned to an approved buyer within 3 months and must be run by a trained manager during the period prior to the assignment. Assignment is subject to our right of first refusal.
	Section 6.4 of the Development Agreement	We may require you to transfer your interest in the Development Agreement to a third party within the time we designate, not less than 1 month, but not more than 6 months from the date of death or disability.
(q) Non-competition covenants during the term of the franchise	Section 9 of the Franchise Agreement	No interest in a competitive business within 2 miles of the Site or 10 miles of any other FIREHOUSE SUBS® Restaurant; no direct or indirect controlling ownership interest in, or performance of services for, a competitive business anywhere; no direct or indirect ownership interest in a competitive business within 2 miles of the FIREHOUSE SUBS® Restaurant you operated. We do not currently require your managers and employees to sign a Confidentiality and Non-Disclosure Agreement, but we reserve the right to do so. (Non-competition Restrictions are Subject to State Law.)
	Not Applicable	Not Applicable (Non-competition Restrictions are Subject to State Law.)
(r) Non-competition covenants after the franchise is terminated or expires	Section 17.4 of the Franchise Agreement	No direct or indirect interest in competing business for 2 years at, or within 10 miles of, the Site or within 10 miles of any other FIREHOUSE SUBS® Restaurants in operation or under construction (same restrictions apply after assignment). (Non-competition Restrictions are Subject to State Law.)
	Not Applicable	Not Applicable (Non-competition Restrictions are Subject to State Law.)
(s) Modification of the agreement	Section 19.13 of the Franchise Agreement	No modifications except by written agreement, but Manual and System Standards are subject to change.
	Section 9.13 of the Development Agreement	No modifications except by written agreement.
(t) Integration/merger clause	Section 19.13 of the Franchise Agreement	Only the terms of the Franchise Agreement and the Manual, System Standards and the attached schedules are binding (subject to state law). Any promises outside this Franchise Disclosure Document and Franchise Agreement may not be enforceable.

<b>PROVISION</b>	<b>SECTION AGREEMENT</b>	<b>SUMMARY</b>
	Section 9.13 of the Development Agreement	Only the terms of the Development Agreement and the Manual, System Standards and the attached schedules are binding (subject to state law). Any promises outside this Franchise Disclosure Document and Development Agreement may not be enforceable.
(u) Dispute resolution by arbitration or mediation	Section 20 of the Franchise Agreement	Except for certain claims, all disputes must be mediated at a mutually agreeable location, or at our headquarters. If the dispute is not resolved within 60 days, the dispute must be arbitrated at the office of the American Arbitration Association closest to our headquarters in Jacksonville, Florida. (Subject to State Law)
	Section 10 of the Development Agreement	Except for certain claims, all disputes must be mediated at a mutually agreeable location, or at our headquarters. If the dispute is not resolved within 60 days, the dispute must be arbitrated at the office of the American Arbitration Association closest to our headquarters in Jacksonville, Florida. (Subject to State Law)
(v) Choice of forum	Section 19.8 of the Franchise Agreement; Section 6 of Deposit Agreement;	Litigation in Duval County, Florida (subject to state law).
	Section 9.8 of the Development Agreement	Litigation in Duval County, Florida (subject to state law).
(w) Choice of law	Section 19.7 of the Franchise Agreement; Section 6 of Deposit Agreement;	The law of Florida (subject to state law).
	Section 9.7 of the Development Agreement	The law of Florida (subject to state law).

See any state-specific riders or addenda attached to this FDD.

**ITEM 18.  
PUBLIC FIGURES**

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

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

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

**Firehouse Subs®**  
**Historical Average Unit Volume**  
**Company-Owned and Franchised Locations**

The following charts show historical sales information regarding both franchised and affiliated FIREHOUSE SUBS® Restaurants that were each open for at least 12 months during the applicable respective fiscal years 2021, 2020 and 2019. This historical sales information was compiled using the reports provided to us by these Restaurants. The reports are provided to us on a cash accounting basis and are used to form the basis of royalty payments to us.

We do not directly operate any Restaurants; all company-owned Restaurants are operated by our affiliates, which are all owned and controlled by our parent – FRG. The characteristics of those Restaurants are not materially different from the franchises we offer for sale, except that: they may incur greater marketing and promotional expenses (as a sponsor of Jacksonville Jaguars and other programs); and incur additional expenses to offer health insurance to all full-time employees. One company-owned Restaurant included in the range of \$17,000+ 2019 sales chart operates a drive-thru window, which only some franchisees currently include but are able to do so if their site permits. Also, franchisees may offer products utilizing third party delivery services at their option, including you. Most of the company-owned Restaurants (but not all) do so. The cost of using these services is reflected in the financial performance of our company-owned Restaurants.

The figures show the average and median unit sales volume for the number of Restaurants in the various sales volume ranges, and separated by company-owned Restaurants (those owned by our affiliates) and those owned by other franchisees. The charts show the number of Restaurants in that sales volume category and the percentage that those Restaurants represent separately for company-owned and franchised for years 2019, 2020 and 2021. In addition, the average, median high and low unit sales volume for the Restaurants within that sales level are also shown, along with the number and percentage exceeding the average. Thus, for our fiscal year 2021, 496 of the franchised FIREHOUSE SUBS® Restaurants achieved gross sales within the range of at least \$17,000 per week. This represented 47.6 % of the total number of franchised FIREHOUSE SUBS® Restaurants in operation during that year. Of these 496 Restaurants, their average unit sales volume was \$21,110 and their median sales volume was \$20,290.

**A. FY 2021**

<b>2021 Weekly AUV / Company-Owned Traditional Development</b>					
	<b>\$17,000+</b>	<b>\$14,000 - \$17,000</b>	<b>\$11,000 - \$14,000</b>	<b>\$8,000 - \$11,000</b>	<b>\$0 - \$8,000</b>
# of Restaurants	24	5	4	2	0
Total # of Restaurants	35	35	35	35	35
% of Company-Owned Restaurants	68.6%	14.3%	11.4%	5.7%	0.0%
Average Unit Weekly Sales Volume*	\$23,041	\$16,015	\$12,505	\$9,653	
Number and percentage exceeding average	12 / 50%	3 / 60%	1 / 25%	1 / 50%	
Median	\$22,722	\$15,962	\$12,548	\$9,550	
High	\$29,078	\$16,519	\$13,559	\$10,743	
Low	\$17,692	\$15,167	\$12,082	\$8,563	

FYE December 26, 2021

<b>2021 Weekly AUV / Company-Owned Drive Thru Development</b>					
	<b>\$17,000+</b>	<b>\$14,000 - \$17,000</b>	<b>\$11,000 - \$14,000</b>	<b>\$8,000 - \$11,000</b>	<b>\$0 - \$8,000</b>
# of Restaurants	2	1	0	0	0
Total # of Restaurants	3	3	3	3	3
% of Company-Owned Restaurants	66.7%	33.3%	0.0%	0.0%	0.0%
Average Unit Weekly Sales Volume*	\$24,749	\$15,887			
Number and percentage exceeding average	1 / 50%				
Median	\$24,222	\$15,887			
High	\$28,312	\$15,887			
Low	\$21,186	\$15,887			

FYE December 26, 2021

<b>2021 Weekly AUV / Franchisees Traditional Development</b>					
	<b>\$17,000+</b>	<b>\$14,000 - \$17,000</b>	<b>\$11,000 - \$14,000</b>	<b>\$8,000 - \$11,000</b>	<b>\$0 - \$8,000</b>
# of Restaurants	496	261	206	68	10
Total # of Restaurants	1041	1041	1041	1041	1041

<b>2021 Weekly AUV / Franchisees Traditional Development</b>					
	<b>\$17,000+</b>	<b>\$14,000 - \$17,000</b>	<b>\$11,000 - \$14,000</b>	<b>\$8,000 - \$11,000</b>	<b>\$0 - \$8,000</b>
% of Franchisee Restaurants	47.6%	25.1%	19.8%	6.5%	1.0%
Average Unit Weekly Sales Volume*	\$21,110	\$15,573	\$12,655	\$9,941	\$7,157
Number and percentage exceeding average	193 / 39%	141 / 54%	109 / 53%	37 / 54%	6 / 60%
Median	\$20,290	\$15,617	\$12,692	\$9,931	\$7,345
High	\$40,182	\$16,978	\$13,985	\$10,969	\$7,963
Low	\$17,009	\$14,007	\$11,003	\$8,064	\$4,451

FYE December 26, 2021

<b>2021 Weekly AUV / Franchisees Free-Standing w/Drive Thru Development</b>					
	<b>\$17,000+</b>	<b>\$14,000 - \$17,000</b>	<b>\$11,000 - \$14,000</b>	<b>\$8,000 - \$11,000</b>	<b>\$0 - \$8,000</b>
# of Restaurants	21	1	3	1	0
Total # of Restaurants	26	26	26	26	26
% of Franchisee Restaurants	80.8%	3.8%	11.5%	3.8%	0.0%
Average Unit Weekly Sales Volume*	\$23,395	\$14,492	\$13,225	\$10,639	
Number and percentage exceeding average	11 / 52%		2 / 67%		
Median	\$22,523	\$14,492	\$13,328	\$10,639	
High	\$34,053	\$14,492	\$13,847	\$10,639	
Low	\$17,523	\$14,492	\$12,017	\$10,639	

FYE December 26, 2021

<b>2021 Weekly AUV / Franchisees End-Cap Strip Center w/Drive Thru Development</b>					
	<b>\$17,000+</b>	<b>\$14,000 - \$17,000</b>	<b>\$11,000 - \$14,000</b>	<b>\$8,000 - \$11,000</b>	<b>\$0 - \$8,000</b>
# of Restaurants	34	6	2	0	0
Total # of Restaurants	42	42	42	42	42
% of Franchisee Restaurants	81.0%	14.3%	4.8%	0.0%	0.0%
Average Unit Weekly Sales Volume*	\$24,584	\$15,653	\$12,587		



<b>2021 Weekly AUV / Franchisees End-Cap Strip Center w/Drive Thru Development</b>					
	<b>\$17,000+</b>	<b>\$14,000 - \$17,000</b>	<b>\$11,000 - \$14,000</b>	<b>\$8,000 - \$11,000</b>	<b>\$0 - \$8,000</b>
Number and percentage exceeding average	13 / 38%	3 / 50%	1 / 50%		
Median	\$23,064	\$15,797	\$12,826		
High	\$42,496	\$16,993	\$13,062		
Low	\$17,479	\$14,437	\$12,113		

FYE December 26, 2021

**B. FY 2020**

<b>2020 Weekly AUV / Company-Owned Traditional Development</b>					
	<b>\$17,000+</b>	<b>\$14,000 - \$17,000</b>	<b>\$11,000 - \$14,000</b>	<b>\$8,000 - \$11,000</b>	<b>\$0 - \$8,000</b>
# of Restaurants	20	7	6	3	2
Total # of Restaurants	38	38	38	38	38
% of Company-Owned Restaurants	52.6%	18.4%	15.7%	7.8%	5.2%
Average Unit Weekly Sales Volume*	\$20,310	\$15,067	\$13,004	\$9,652	\$7,551
Number and percentage exceeding average	7 / 35%	3 / 43%	4 / 67 %	2/ 67%	1 / 50%
Median	\$19,915	\$14,972	\$13,154	\$9,890	\$7,915
High	\$34,605	\$16,742	\$13,945	\$10,239	\$7,895
Low	\$17,263	\$14,009	\$11,294	\$9,028	\$7,207

FYE December 27, 2020

<b>2020 Weekly AUV / Franchisees Traditional Development</b>					
	<b>\$17,000+</b>	<b>\$14,000 - \$17,000</b>	<b>\$11,000 - \$14,000</b>	<b>\$8,000 - \$11,000</b>	<b>\$0 - \$8,000</b>
# of Restaurants	212	261	307	219	43
Total # of Restaurants	1,042	1,042	1,042	1,042	1,042
% of Franchise Restaurants	20.3%	25.0%	29.4%	21.0%	4.1%
Average Unit Weekly Sales Volume*	\$20,066	\$15,261	\$12,542	\$9,799	\$6,966
Number and percentage exceeding average	77 / 36%	118 / 45%	158 / 51%	123 / 56%	24 / 56%
Median	\$19,741	\$15,549	\$12,787	\$9,999	\$7,221
High	\$42,690	\$16,972	\$13,999	\$10,999	\$7,977
Low	\$17,039	\$14,014	\$11,019	\$8,001	\$4,961

FYE December 27, 2020

<b>2020 Weekly AUV / Franchisees Free-Standing w/Drive Thru Development</b>					
	<b>\$17,000+</b>	<b>\$14,000 - \$17,000</b>	<b>\$11,000 - \$14,000</b>	<b>\$8,000 - \$11,000</b>	<b>\$0 - \$8,000</b>
# of Restaurants	12	4	6	1	1
Total # of Restaurants	24	24	24	24	24
% of Franchise Restaurants	50.0%	16.6%	25.0%	4.1%	4.1%
Average Unit Weekly Sales Volume*	\$24,231	\$15,337	\$12,890	\$10,848	\$6,515
Number and percentage exceeding average	5 / 42%	2 / 50%	4 / 67%	0 / 0%	0 / 0%
Median	\$22,660	\$15,609	\$13,227	\$10,848	\$6,515
High	\$42,289	\$16,348	\$13,702	\$10,848	\$6,515
Low	\$17,163	\$14,172	\$11,901	\$10,848	\$6,515

FYE December 27, 2020

<b>2020 Weekly AUV / Franchisees End-Cap Strip Center w/Drive Thru Development</b>					
	<b>\$17,000+</b>	<b>\$14,000 - \$17,000</b>	<b>\$11,000 - \$14,000</b>	<b>\$8,000 - \$11,000</b>	<b>\$0 - \$8,000</b>
# of Restaurants	22	7	10	0	0
Total # of Restaurants	39	39	39	39	39
% of Franchise Restaurants	56.4%	18.0%	25.6%	0%	0%
Average Unit Weekly Sales Volume*	\$24,325	\$15,872	\$12,681	\$0	\$0
Number and percentage exceeding average	9 / 40.9%	4 / 57%	5 / 50%	0 / 0%	0 / 0%
Median	\$22,414	\$16,672	\$12,846	\$0	\$0
High	\$52,691	\$16,975	\$13,714	\$0	\$0
Low	\$17,013	\$14,218	\$11,061	\$0	\$0

FYE December 27, 2020

**C. FY 2019**

<b>2019 Weekly AUV / Company-Owned Traditional Development</b>					
	<b>\$17,000+</b>	<b>\$14,000 - \$17,000</b>	<b>\$11,000 - \$14,000</b>	<b>\$8,000 - \$11,000</b>	<b>\$0 - \$8,000</b>
# of Restaurants	17	9	7	3	2
Total # of Restaurants	38	38	38	38	38

<b>2019 Weekly AUV / Company-Owned Traditional Development</b>					
	<b>\$17,000+</b>	<b>\$14,000 - \$17,000</b>	<b>\$11,000 - \$14,000</b>	<b>\$8,000 - \$11,000</b>	<b>\$0 - \$8,000</b>
% of Company-Owned Restaurants	44.7%	23.7%	18.4%	7.9%	5.3%
Average Unit Weekly Sales Volume*	\$19,584	\$15,726	\$12,642	\$9,252	\$7,673
Number and percentage exceeding average	6 / 35%	5 / 56%	3 / 43 %	1/ 33%	1 / 50%
Median	\$19,350	\$15,726	\$12,772	\$8,990	\$7,686
High	\$25,146	\$16,881	\$13,895	\$10,962	\$7,917
Low	\$17,644	\$14,123	\$11,421	\$8,238	\$7,428

FYE December 29, 2019

<b>2019 Weekly AUV / Franchisees Traditional Development</b>					
	<b>\$17,000+</b>	<b>\$14,000 - \$17,000</b>	<b>\$11,000 - \$14,000</b>	<b>\$8,000 - \$11,000</b>	<b>\$0 - \$8,000</b>
# of Restaurants	185	276	353	204	34
Total # of Restaurants	1,052	1,052	1,052	1,052	1,052
% of Franchise Restaurants	17.6%	26.2%	33.6%	19.4%	3.2%
Average Unit Weekly Sales Volume*	\$20,007	\$15,339	\$12,519	\$9,884	\$7,328
Number and percentage exceeding average	71 / 38%	131 / 47%	174 / 42%	111 / 54%	21 / 62%
Median	\$19,235	\$15,283	\$12,508	\$9,904	\$7,328
High	\$38,214	\$16,941	\$13,987	\$10,996	\$7,988
Low	\$17,017	\$14,012	\$11,024	\$8,008	\$5,367

FYE December 29, 2019

<b>2019 Weekly AUV / Franchisees Free-Standing w/Drive Thru Development</b>					
	<b>\$17,000+</b>	<b>\$14,000 - \$17,000</b>	<b>\$11,000 - \$14,000</b>	<b>\$8,000 - \$11,000</b>	<b>\$0 - \$8,000</b>
# of Restaurants	8	7	5	3	0
Total # of Restaurants	23	23	23	23	0
% of Franchise Restaurants	34.8%	30.4%	21.7%	13.0%	0%
Average Unit Weekly Sales Volume*	\$22,138	\$15,044	\$12,098	\$9,255	\$0
Number and percentage exceeding average	4 / 50%	5 / 71%	2 / 40%	2 / 67%	0 / 0%

<b>2019 Weekly AUV / Franchisees Free-Standing w/Drive Thru Development</b>					
	<b>\$17,000+</b>	<b>\$14,000 - \$17,000</b>	<b>\$11,000 - \$14,000</b>	<b>\$8,000 - \$11,000</b>	<b>\$0 - \$8,000</b>
Median	\$21,300	\$14,915	\$12,005	\$9,088	\$0
High	\$33,561	\$15,895	\$13,077	\$9,947	\$0
Low	\$18,242	\$14,024	\$11,309	\$8,161	\$0

FYE December 29, 2019

<b>2019 Weekly AUV / Franchisees End-Cap Strip Center w/Drive Thru Development</b>					
	<b>\$17,000+</b>	<b>\$14,000 - \$17,000</b>	<b>\$11,000 - \$14,000</b>	<b>\$8,000 - \$11,000</b>	<b>\$0 - \$8,000</b>
# of Restaurants	16	6	10	1	1
Total # of Restaurants	34	34	34	34	34
% of Franchise Restaurants	47.1%	17.6%	29.4%	2.9%	2.9%
Average Unit Weekly Sales Volume*	\$22,177	\$15,400	\$12,473	\$9,646	\$6,740
Number and percentage exceeding average	7 / 44%	3 / 50%	4 / 40%	0 / 0%	0 / 0%
Median	\$20,453	\$15,458	\$12,448	\$9,646	\$6,740
High	\$35,900	\$16,675	\$13,728	\$9,646	\$6,740
Low	\$17,040	\$14,118	\$11,246	\$9,646	\$6,740

FYE December 29, 2019

Sales information provided is unaudited.

**STATEMENT OF ACTUAL OPERATIONS OF  
CERTAIN COMPANY-OWNED FIREHOUSE SUBS® RESTAURANTS**

We compiled the operating revenues, expense and EBITDA figures in the following tables from information supplied by Restaurants operated by our affiliates, as company-owned Restaurants. We do not directly operate any Restaurants; all company-owned Restaurants are operated by our affiliates, which are all owned and controlled by our parent – FRG. The characteristics of those Restaurants are not materially different from the franchises we offer for sale, except that: they may incur greater marketing and promotional expenses (as a sponsor of Jacksonville Jaguars and other programs); and incur additional expenses to offer health insurance to all full-time employees. EBITDA from operations means net income before subtracting any expenses for interest, taxes, depreciation and amortization.

The charts contain information relating solely to historical sales, expense and income information regarding existing FIREHOUSE SUBS® Restaurants operated by those affiliates. The charts show the financial operations for those FIREHOUSE SUBS® Restaurants operated by our affiliates for the fiscal years ending: December 26, 2021 (33 Restaurants operated in Florida and 4 Restaurants operated in Iowa); December 27, 2020 (32 Restaurants operated in Florida and 4 Restaurants operated in Iowa); and December 29, 2019 (32 Restaurants operated in Florida and 5 Restaurants operated in Iowa, separated by gross sales volume levels based on categories of

## 2021 Company Financials - Iowa

	Number of Restaur:			1			1			2		
	Weekly AUV \$14,000 - \$17,000			Weekly AUV \$11,000 - \$14,000			Weekly AUV \$8,000 - \$11,000					
	Average YTD	%	Median YTD	Average YTD	%	Median YTD	Average YTD	%	Median YTD			
Weekly AUV	\$ 15,886.73		\$ 15,886.73	\$ 12,166.03		\$ 12,166.03	\$ 9,653.30		\$ 9,653.30			
<b>Revenue</b>												
Food Sales	\$ 839,399.00	101.61%		\$ 641,031.06	101.33%		\$ 512,771.80	102.15%				
Discounts	\$ (10,274.69)	-1.24%		\$ (7,372.59)	-1.17%		\$ (8,781.56)	-1.75%				
Employee Meals	\$ (3,014.20)	-0.36%		\$ (1,025.10)	-0.16%		\$ (2,018.88)	-0.40%				
<b>Total Revenue:</b>	<b>\$ 826,110.11</b>	<b>100.00%</b>	<b>\$ 826,110.11</b>	<b>\$ 632,633.37</b>	<b>100.00%</b>	<b>\$ 632,633.37</b>	<b>\$ 501,971.37</b>	<b>100.00%</b>	<b>\$ 501,971.37</b>			
<b>Cost of Sales</b>												
Food	\$ 224,834.44	27.22%		\$ 177,973.61	28.13%		\$ 142,693.87	28.43%				
Paper(Food Related)	\$ 22,938.40	2.78%		\$ 16,887.85	2.67%		\$ 14,502.23	2.89%				
<b>Total Cost of Sales:</b>	<b>\$ 247,772.84</b>	<b>29.99%</b>	<b>\$ 247,772.84</b>	<b>\$ 194,861.46</b>	<b>30.80%</b>	<b>\$ 194,861.46</b>	<b>\$ 157,196.10</b>	<b>31.32%</b>	<b>\$ 157,196.10</b>			
<b>Gross Profit:</b>	<b>\$ 578,337.27</b>	<b>70.01%</b>	<b>\$ 578,337.27</b>	<b>\$ 437,771.91</b>	<b>69.20%</b>	<b>\$ 437,771.91</b>	<b>\$ 344,775.27</b>	<b>68.68%</b>	<b>\$ 344,775.27</b>			
<b>Operating Expenses</b>												
Wages and Benefits	\$ 209,406.50	26.35%		\$ 226,411.58	35.79%		\$ 190,752.80	38.00%				
Health Insurance	\$ 9,673.13	1.17%		\$ 7,970.48	1.26%		\$ 9,982.78	1.99%				
Marketing Expenses	\$ 51,002.13	6.17%		\$ 88,010.00	13.91%		\$ 45,532.13	9.07%				
Telephone and Utilities	\$ 15,997.22	1.94%		\$ 21,183.84	3.35%		\$ 11,092.17	2.21%				
Professional Fees	\$ 20,244.42	2.45%		\$ 15,200.29	2.40%		\$ 14,952.54	2.98%				
Rent and Occupancy Expenses	\$ 96,811.97	11.72%		\$ 86,454.01	13.67%		\$ 91,781.56	18.28%				
Other Operating Expenses	\$ 12,429.76	1.50%		\$ 13,236.32	2.09%		\$ 10,557.60	2.10%				
Royalty to Firehouse of America	\$ 49,566.81	6.00%		\$ 37,958.01	6.00%		\$ 30,118.30	6.00%				
<b>Total Operating Exp:</b>	<b>\$ 465,131.74</b>	<b>56.30%</b>	<b>\$ 465,131.74</b>	<b>\$ 496,424.53</b>	<b>78.47%</b>	<b>\$ 496,424.53</b>	<b>\$ 404,769.86</b>	<b>80.64%</b>	<b>\$ 404,769.86</b>			
<b>EBITDA From Operations</b>	<b>\$ 113,205.53</b>	<b>13.70%</b>	<b>\$ 113,205.53</b>	<b>\$ (58,652.62)</b>	<b>-9.27%</b>	<b>\$ (58,652.62)</b>	<b>\$ (59,994.59)</b>	<b>-11.95%</b>	<b>\$ (59,994.59)</b>			

2021 Company Financials - Florida Restaurants

	Number of Resta			5			3		
	Weekly AUV > \$17,000			Weekly AUV \$14,000 - \$17,000			Weekly AUV \$11,000 - \$14,000		
	Average YTD	%	Median YTD	Average YTD	%	Median YTD	Average YTD	%	Median YTD
Weekly AUV	\$ 24,095.21		\$ 22,773.20	\$ 16,014.60		\$ 16,157.69	\$ 12,617.84		\$ 12,212.48
<b>Revenue</b>									
Food Sales	\$ 1,237,860.25	103.63%		\$ 869,996.45	104.47%		\$ 686,140.13	104.57%	
Discounts	\$ (30,849.23)	-2.58%		\$ (26,603.64)	-3.19%		\$ (18,328.57)	-2.79%	
Employee Meals	\$ (12,496.83)	-1.05%		\$ (10,633.73)	-1.28%		\$ (11,683.63)	-1.78%	
<b>Total Revenue:</b>	<b>\$ 1,194,514.18</b>	<b>100.00%</b>	<b>\$ 1,184,206.24</b>	<b>\$ 832,759.07</b>	<b>100.00%</b>	<b>\$ 840,199.74</b>	<b>\$ 656,127.93</b>	<b>100.00%</b>	<b>\$ 635,048.90</b>
<b>Cost of Sales:</b>									
Food	\$ 314,770.40	26.35%		\$ 223,214.28	26.80%		\$ 174,471.87	26.59%	
Paper(Food Related)	\$ 37,690.69	3.16%		\$ 27,281.75	3.28%		\$ 21,193.14	3.23%	
<b>Total Cost of Sal</b>	<b>\$ 352,461.09</b>	<b>29.51%</b>	<b>\$ 352,008.19</b>	<b>\$ 250,496.03</b>	<b>30.08%</b>	<b>\$ 249,178.75</b>	<b>\$ 195,665.01</b>	<b>29.82%</b>	<b>\$ 196,226.60</b>
<b>Gross Profit:</b>	<b>\$ 842,053.09</b>	<b>70.49%</b>	<b>\$ 831,632.04</b>	<b>\$ 582,263.04</b>	<b>69.92%</b>	<b>\$ 583,586.86</b>	<b>\$ 460,462.92</b>	<b>70.18%</b>	<b>\$ 449,115.44</b>
<b>Operating Expenses</b>									
Wages and Benefits	\$ 299,207.79	25.05%		\$ 227,891.34	27.37%		\$ 199,671.54	30.43%	
Health Insurance	\$ 13,088.48	1.10%		\$ 12,959.03	1.56%		\$ 9,505.74	1.45%	
Marketing Expenses	\$ 119,035.47	9.97%		\$ 69,510.21	8.35%		\$ 65,042.32	9.91%	
Telephone and Utilities	\$ 20,436.29	1.71%		\$ 18,952.13	2.28%		\$ 16,295.07	2.48%	
Professional Fees	\$ 26,196.87	2.19%		\$ 20,890.96	2.51%		\$ 16,974.88	2.59%	
Rent and Occupancy Expenses	\$ 95,256.34	7.97%		\$ 80,565.75	9.67%		\$ 76,955.47	11.73%	
Other Operating Expenses	\$ 14,805.96	1.24%		\$ 12,869.05	1.55%		\$ 12,694.50	1.93%	
Royalty to Firehouse of America	\$ 71,670.85	6.00%		\$ 49,965.54	6.00%		\$ 39,367.67	6.00%	
<b>Total Operating</b>	<b>\$ 659,698.05</b>	<b>55.23%</b>	<b>\$ 654,599.51</b>	<b>\$ 493,604.02</b>	<b>59.27%</b>	<b>\$ 504,841.06</b>	<b>\$ 436,507.18</b>	<b>66.53%</b>	<b>\$ 436,836.99</b>

## 2020 IOWA COMPANY-OWNED STORES

These Restaurants were acquired from franchisees in 2017 and not originally company-owned Restaurants.

### 2020 Company Financials - Iowa Restaurants

Number of Restaurants	1			1			2		
	Weekly AUV \$11,000 - \$14,000			Weekly AUV \$8,000 - \$11,000			Weekly AUV \$0 - \$8,000		
	Average YTD	%	Median YTD	Average YTD	%	Median YTD	Average YTD	%	Median YTD
Weekly AUV	\$ 13,902.42		\$ 13,902.42	\$ 9,028.17		\$ 9,028.17	\$ 7,550.94		\$ 7,550.94
<b>Revenue</b>									
Food Sales	\$ 739,072.31	102.23%		\$ 482,934.91	102.87%		\$ 407,019.91	103.7%	
Discounts	\$ (13,520.56)	-1.87%		\$ (8,104.32)	-1.73%		\$ (9,803.29)	-2.5%	
Employee Meals	\$ (2,625.97)	-0.36%		\$ (5,365.88)	-1.14%		\$ (4,567.94)	-1.2%	
<b>Total Revenue:</b>	<b>\$ 722,925.78</b>	<b>100.00%</b>	<b>\$ 722,925.78</b>	<b>\$ 469,464.71</b>	<b>100.00%</b>	<b>\$ 469,464.71</b>	<b>\$ 392,648.68</b>	<b>100.0%</b>	<b>\$ 392,648.68</b>
<b>Cost of Sales</b>									
Food	\$ 207,314.84	28.68%		\$ 147,515.97	31.42%		\$ 122,917.55	31.3%	
Paper(Food Related)	\$ 19,668.37	2.72%		\$ 12,970.70	2.76%		\$ 11,505.77	2.9%	
<b>Total Cost of Sales:</b>	<b>\$ 226,983.21</b>	<b>31.40%</b>	<b>\$ 226,983.21</b>	<b>\$ 160,486.67</b>	<b>34.19%</b>	<b>\$ 160,486.67</b>	<b>\$ 134,423.31</b>	<b>34.2%</b>	<b>\$ 134,423.31</b>
<b>Gross Profit:</b>	<b>\$ 495,942.57</b>	<b>68.60%</b>	<b>\$ 495,942.57</b>	<b>\$ 308,978.04</b>	<b>65.81%</b>	<b>\$ 308,978.04</b>	<b>\$ 258,225.37</b>	<b>65.8%</b>	<b>\$ 258,225.37</b>
<b>Operating Expenses</b>									
Wages and Benefits	\$ 180,379.07	24.95%		\$ 158,502.12	33.76%		\$ 135,051.86	34.4%	
Health Insurance	\$ 10,284.34	1.42%		\$ 10,025.05	2.14%		\$ 8,830.50	2.2%	
Marketing Expenses	\$ 38,361.40	5.31%		\$ 52,055.16	11.09%		\$ 28,332.41	7.2%	
Telephone and Utilities	\$ 16,883.92	2.34%		\$ 16,913.45	3.60%		\$ 11,834.89	3.0%	
Professional Fees	\$ 19,758.44	2.73%		\$ 12,979.19	2.76%		\$ 13,364.55	3.4%	
Rent and Occupancy Expenses	\$ 95,245.26	13.17%		\$ 79,509.18	16.94%		\$ 85,998.32	21.9%	
Other Operating Expenses	\$ 9,768.32	1.35%		\$ 9,972.66	2.12%		\$ 7,827.89	2.0%	
Royalty to Firehouse of America	\$ 39,781.72	5.50%		\$ 25,885.88	5.47%		\$ 21,795.95	5.6%	
<b>Total Operating Exp:</b>	<b>\$ 410,462.47</b>	<b>56.78%</b>	<b>\$ 410,462.47</b>	<b>\$ 365,642.69</b>	<b>77.89%</b>	<b>\$ 365,642.69</b>	<b>\$ 313,036.35</b>	<b>79.7%</b>	<b>\$ 313,036.35</b>
<b>EBITDA From Operations</b>	<b>\$ 85,480.10</b>	<b>11.82%</b>	<b>\$ 85,480.10</b>	<b>\$ (56,664.65)</b>	<b>-12.07%</b>	<b>\$ (56,664.65)</b>	<b>\$ (54,810.98)</b>	<b>-13.96%</b>	<b>\$ (54,810.98)</b>

2020 Company Financials - Florida Restaurants

Number of Restaurants	19			7		
	Weekly AUV > \$17,000			Weekly AUV \$14,000 - \$17,000		
	Average YTD	%	Median YTD	Average YTD	%	Median YTD
Weekly AUV	\$ 20,069.20		\$ 19,503.88	\$ 15,067.07		\$ 14,799.51
<b>Revenue</b>						
Food Sales	\$ 1,072,791.76	104.16%		\$ 825,413.98	105.35%	
Discounts	\$ (34,256.82)	-3.33%		\$ (28,476.60)	-3.63%	
Employee Meals	\$ (8,553.86)	-0.83%		\$ (13,449.57)	-1.72%	
<b>Total Revenue:</b>	<b>\$ 1,029,981.09</b>	<b>100.00%</b>	<b>\$ 1,014,201.76</b>	<b>\$ 783,487.81</b>	<b>100.00%</b>	<b>\$ 769,574.36</b>
<b>Cost of Sales</b>						
Food	\$ 292,722.83	28.42%		\$ 221,237.97	28.24%	
Paper(Food Related)	\$ 33,058.85	3.21%		\$ 24,641.93	3.15%	
<b>Total Cost of Sales:</b>	<b>\$ 325,781.68</b>	<b>31.63%</b>	<b>\$ 323,256.23</b>	<b>\$ 245,879.89</b>	<b>31.38%</b>	<b>\$ 244,173.18</b>
<b>Gross Profit:</b>	<b>\$ 704,199.41</b>	<b>68.37%</b>	<b>\$ 687,138.31</b>	<b>\$ 537,607.92</b>	<b>68.62%</b>	<b>\$ 525,401.18</b>
<b>Operating Expenses</b>						
Wages and Benefits	\$ 222,709.47	21.62%		\$ 188,096.30	24.01%	
Health Insurance	\$ 12,087.05	1.17%		\$ 12,953.57	1.65%	
Marketing Expenses	\$ 87,704.97	8.52%		\$ 67,641.82	8.63%	
Telephone and Utilities	\$ 20,854.00	2.02%		\$ 21,832.52	2.79%	
Professional Fees	\$ 24,763.33	2.40%		\$ 21,097.33	2.69%	
Rent and Occupancy Expenses	\$ 84,968.06	8.25%		\$ 102,332.44	13.06%	
Other Operating Expenses	\$ 15,775.35	1.53%		\$ 13,903.38	1.77%	
Royalty to Firehouse of America	\$ 55,674.85	5.41%		\$ 41,938.12	5.35%	
<b>Total Operating Exp:</b>	<b>\$ 524,537.07</b>	<b>50.93%</b>	<b>\$ 521,113.73</b>	<b>\$ 469,795.48</b>	<b>59.96%</b>	<b>\$ 447,021.34</b>
<b>EBITDA From Operations</b>	<b>\$ 179,662.34</b>	<b>17.44%</b>	<b>\$ 187,761.32</b>	<b>\$ 67,813.58</b>	<b>8.66%</b>	<b>\$ 67,310.14</b>



2020 Company Financials - Florida Restaurants

Number of Restaurants	5			1		
	Weekly AUV \$11,000 - \$14,000			Weekly AUV \$8,000 - \$11,000		
	Average YTD	%	Median YTD	Average YTD	%	Median YTD
Weekly AUV	\$ 12,824.74		\$ 13,502.41	\$ 10,084.12		\$ 10,084.12
<b>Revenue</b>						
Food Sales	\$ 698,283.63	104.71%		\$ 555,638.65	105.96%	
Discounts	\$ (22,241.18)	-3.34%		\$ (18,900.92)	-3.60%	
Employee Meals	\$ (9,156.18)	-1.37%		\$ (12,363.42)	-2.36%	
<b>Total Revenue:</b>	<b>\$ 666,886.28</b>	<b>100.00%</b>	<b>\$ 702,125.39</b>	<b>\$ 524,374.31</b>	<b>100.00%</b>	<b>\$ 524,374.31</b>
<b>Cost of Sales</b>						
Food	\$ 187,159.59	28.06%		\$ 150,051.36	28.62%	
Paper(Food Related)	\$ 21,035.37	3.15%		\$ 16,737.30	3.19%	
<b>Total Cost of Sales:</b>	<b>\$ 208,194.97</b>	<b>31.22%</b>	<b>\$ 217,191.71</b>	<b>\$ 166,788.66</b>	<b>31.81%</b>	<b>\$ 166,788.66</b>
<b>Gross Profit:</b>	<b>\$ 458,691.31</b>	<b>68.78%</b>	<b>\$ 481,541.04</b>	<b>\$ 357,585.65</b>	<b>68.19%</b>	<b>\$ 357,585.65</b>
<b>Operating Expenses</b>						
Wages and Benefits	\$ 164,727.66	24.70%		\$ 140,480.89	26.79%	
Health Insurance	\$ 14,836.61	2.22%		\$ 9,683.58	1.85%	
Marketing Expenses	\$ 56,319.02	8.45%		\$ 43,232.06	8.24%	
Telephone and Utilities	\$ 17,263.70	2.59%		\$ 15,043.79	2.87%	
Professional Fees	\$ 17,916.61	2.69%		\$ 16,284.77	3.11%	
Rent and Occupancy Expenses	\$ 65,802.54	9.87%		\$ 65,535.97	12.50%	
Other Operating Expenses	\$ 13,270.73	1.99%		\$ 12,321.58	2.35%	
Royalty to Firehouse of America	\$ 35,989.15	5.40%		\$ 28,432.68	5.42%	
<b>Total Operating Exp:</b>	<b>\$ 386,126.02</b>	<b>57.90%</b>	<b>\$ 386,165.37</b>	<b>\$ 331,015.32</b>	<b>63.13%</b>	<b>\$ 331,015.32</b>
<b>EBITDA From Operations</b>	<b>\$ 72,565.29</b>	<b>10.88%</b>	<b>\$ 83,202.37</b>	<b>\$ 26,570.33</b>	<b>5.07%</b>	<b>\$ 26,570.33</b>

## 2019 IOWA COMPANY-OWNED STORES

These Restaurants were acquired from franchisees in 2017 and not originally company-owned Restaurants.

### 2019 Company Financials - Iowa Restaurants

Number of Restaurants	1			2			2		
	Weekly AUV \$11,000 - \$14,000			Weekly AUV \$8,000 - \$11,000			Weekly AUV \$0 - \$8,000		
	Average YTD	%	Median YTD	Average YTD	%	Median YTD	Average YTD	%	Median YTD
Weekly AUV	\$ 12,184.71		\$ 12,184.71	\$ 8,397.39		\$ 8,397.39	\$ 7,672.53		\$ 7,672.53
<b>Revenue</b>									
Food Sales	\$ 656,015.55	103.54%		\$ 455,746.83	104.37%		\$ 412,875.88	103.49%	
Discounts	\$ (17,065.18)	-2.69%		\$ (12,449.40)	-2.85%		\$ (11,840.50)	-2.97%	
Employee Meals	\$ (5,345.46)	-0.84%		\$ (6,633.01)	-1.52%		\$ (2,063.92)	-0.52%	
<b>Total Revenue:</b>	<b>\$ 633,604.91</b>	<b>100.00%</b>	<b>\$ 633,604.91</b>	<b>\$ 436,664.43</b>	<b>100.00%</b>	<b>\$ 436,664.43</b>	<b>\$ 398,971.47</b>	<b>100.00%</b>	<b>\$ 398,971.47</b>
<b>Cost of Sales</b>									
Food	\$ 181,201.43	28.60%		\$ 139,014.91	31.84%		\$ 126,474.99	31.70%	
Paper(Food Related)	\$ 15,321.05	2.42%		\$ 11,846.97	2.71%		\$ 10,913.06	2.74%	
<b>Total Cost of Sales:</b>	<b>\$ 196,522.48</b>	<b>31.02%</b>	<b>\$ 196,522.48</b>	<b>\$ 150,861.88</b>	<b>34.55%</b>	<b>\$ 150,861.88</b>	<b>\$ 137,388.05</b>	<b>34.44%</b>	<b>\$ 137,388.05</b>
<b>Gross Profit:</b>	<b>\$ 437,082.43</b>	<b>68.98%</b>	<b>\$ 437,082.43</b>	<b>\$ 285,802.55</b>	<b>65.45%</b>	<b>\$ 285,802.55</b>	<b>\$ 261,583.42</b>	<b>65.56%</b>	<b>\$ 261,583.42</b>
<b>Operating Expenses</b>									
Wages and Benefits	\$ 205,937.24	32.50%		\$ 175,558.81	40.20%		\$ 165,701.91	41.53%	
Health Insurance	\$ 7,787.23	1.23%		\$ 8,005.37	1.83%		\$ 7,006.25	1.76%	
Marketing Expenses	\$ 42,693.65	6.74%		\$ 42,068.03	9.63%		\$ 31,600.39	7.92%	
Telephone and Utilities	\$ 18,751.16	2.96%		\$ 15,931.16	3.65%		\$ 11,358.54	2.85%	
Professional Fees	\$ 18,037.27	2.85%		\$ 12,907.06	2.96%		\$ 13,810.60	3.46%	
Rent and Occupancy Expenses	\$ 91,754.45	14.48%		\$ 90,668.96	20.76%		\$ 83,309.58	20.88%	
Other Operating Expenses	\$ 8,670.13	1.37%		\$ 10,677.75	2.45%		\$ 9,220.57	2.31%	
Royalty to Firehouse of America	\$ 38,016.29	6.00%		\$ 26,199.87	6.00%		\$ 23,938.29	6.00%	
<b>Total Operating Exp:</b>	<b>\$ 431,647.42</b>	<b>68.13%</b>	<b>\$ 431,647.42</b>	<b>\$ 382,016.99</b>	<b>87.49%</b>	<b>\$ 382,016.99</b>	<b>\$ 345,946.09</b>	<b>86.71%</b>	<b>\$ 345,946.09</b>
<b>EBITDA From Operations</b>	<b>\$ 5,435.01</b>	<b>0.86%</b>	<b>\$ 5,435.01</b>	<b>\$ (96,214.44)</b>	<b>-22.03%</b>	<b>\$ (96,214.44)</b>	<b>\$ (84,362.67)</b>	<b>-21.15%</b>	<b>\$ (84,362.67)</b>

2019 Company Financials - Florida Restaurants

	Number of Restaurants		16		9	
	Weekly AUV > \$17,000		Weekly AUV \$14,000 - \$17,000			
	Average YTD	%	Median YTD	Average YTD	%	Median YTD
Weekly AUV	\$ 19,400.34		\$ 19,117.36	\$ 15,725.53		\$ 16,064.95
<b>Revenue</b>						
Food Sales	\$ 1,052,095.99	104.29%		\$ 854,688.79	104.52%	
Discounts	\$ (36,960.82)	-3.66%		\$ (30,301.16)	-3.71%	
Employee Meals	\$ (6,317.34)	-0.63%		\$ (6,659.87)	-0.81%	
<b>Total Revenue:</b>	<b>\$ 1,008,817.84</b>	<b>100.00%</b>	<b>\$ 994,102.47</b>	<b>\$ 817,727.76</b>	<b>100.00%</b>	<b>\$ 835,377.50</b>
<b>Cost of Sales</b>						
Food	\$ 290,245.24	28.77%		\$ 235,131.41	28.75%	
Paper(Food Related)	\$ 29,493.07	2.92%		\$ 23,634.12	2.89%	
<b>Total Cost of Sales:</b>	<b>\$ 319,738.30</b>	<b>31.69%</b>	<b>\$ 314,436.21</b>	<b>\$ 258,765.52</b>	<b>31.64%</b>	<b>\$ 260,407.95</b>
<b>Gross Profit:</b>	<b>\$ 689,079.54</b>	<b>68.31%</b>	<b>\$ 684,316.36</b>	<b>\$ 558,962.23</b>	<b>68.36%</b>	<b>\$ 574,969.55</b>
<b>Operating Expenses</b>						
Wages and Benefits	\$ 258,575.44	25.63%		\$ 216,539.18	26.48%	
Health Insurance	\$ 10,267.24	1.02%		\$ 15,804.11	1.93%	
Marketing Expenses	\$ 84,063.97	8.33%		\$ 65,944.07	8.06%	
Telephone and Utilities	\$ 20,610.77	2.04%		\$ 21,178.06	2.59%	
Professional Fees	\$ 24,992.32	2.48%		\$ 21,295.60	2.60%	
Rent and Occupancy Expenses	\$ 87,763.36	8.70%		\$ 89,847.70	10.99%	
Other Operating Expenses	\$ 16,030.23	1.59%		\$ 14,590.55	1.78%	
Royalty to Firehouse of America	\$ 60,529.07	6.00%		\$ 49,063.67	6.00%	
<b>Total Operating Exp:</b>	<b>\$ 562,832.41</b>	<b>55.79%</b>	<b>\$ 549,899.64</b>	<b>\$ 494,262.94</b>	<b>60.44%</b>	<b>\$ 491,922.21</b>
<b>EBITDA From Operations</b>	<b>\$ 126,247.13</b>	<b>12.51%</b>	<b>\$ 125,351.49</b>	<b>\$ 64,699.30</b>	<b>7.91%</b>	<b>\$ 49,137.31</b>

2019 Company Financials - Florida Restaurants

	Number of Restaurants			1		
	6			1		
	Weekly AUV \$11,000 - \$14,000			Weekly AUV \$8,000 - \$11,000		
	Average YTD	%	Median YTD	Average YTD	%	Median YTD
Weekly AUV	\$ 12,717.90		\$ 12,799.38	\$ 10,962.38		\$ 10,962.38
<b>Revenue</b>						
Food Sales	\$ 691,481.53	104.56%		\$ 594,217.36	104.24%	
Discounts	\$ (23,753.35)	-3.59%		\$ (19,699.95)	-3.46%	
Employee Meals	\$ (6,397.61)	-0.97%		\$ (4,473.54)	-0.78%	
<b>Total Revenue:</b>	<b>\$ 661,330.58</b>	<b>100.00%</b>	<b>\$ 665,567.97</b>	<b>\$ 570,043.87</b>	<b>100.00%</b>	<b>\$ 570,043.87</b>
<b>Cost of Sales</b>						
Food	\$ 192,766.53	29.15%		\$ 165,857.68	29.10%	
Paper(Food Related)	\$ 19,652.77	2.97%		\$ 16,287.79	2.86%	
<b>Total Cost of Sales:</b>	<b>\$ 212,419.30</b>	<b>32.12%</b>	<b>\$ 213,468.59</b>	<b>\$ 182,145.47</b>	<b>31.95%</b>	<b>\$ 182,145.47</b>
<b>Gross Profit:</b>	<b>\$ 448,911.27</b>	<b>67.88%</b>	<b>\$ 448,205.54</b>	<b>\$ 387,898.40</b>	<b>68.05%</b>	<b>\$ 387,898.40</b>
<b>Operating Expenses</b>						
Wages and Benefits	\$ 195,318.25	29.53%		\$ 175,414.25	30.77%	
Health Insurance	\$ 11,351.73	1.72%		\$ 17,041.06	2.99%	
Marketing Expenses	\$ 58,297.45	8.82%		\$ 45,640.70	8.01%	
Telephone and Utilities	\$ 19,872.72	3.00%		\$ 17,916.06	3.14%	
Professional Fees	\$ 18,087.22	2.73%		\$ 16,440.94	2.88%	
Rent and Occupancy Expenses	\$ 75,698.35	11.45%		\$ 86,315.16	15.14%	
Other Operating Expenses	\$ 13,372.04	2.02%		\$ 12,592.89	2.21%	
Royalty to Firehouse of America	\$ 39,679.83	6.00%		\$ 34,202.63	6.00%	
<b>Total Operating Exp:</b>	<b>\$ 431,677.58</b>	<b>65.27%</b>	<b>\$ 439,127.06</b>	<b>\$ 405,563.69</b>	<b>71.15%</b>	<b>\$ 405,563.69</b>
<b>EBITDA From Operations</b>	<b>\$ 17,233.69</b>	<b>2.61%</b>	<b>\$ 22,467.74</b>	<b>\$ (17,665.29)</b>	<b>-3.10%</b>	<b>\$ (17,665.29)</b>

average unit weekly sales volume consistent with the preceding tables. The figures are the averages for the Restaurants in that sales level category.

In 2020, our company-owned Restaurants received PPP loan funds under the CARES Act. The PPP loan funds are not reflected in the following charts. Also, due to the COVID-19 pandemic and consistent with our franchisees, the company-owned Restaurants were granted 6 weeks of royalty relief beginning March 2, 2020 through April 12, 2020.

The statements are based on our accounting system, which conforms with generally accepted accounting principles (“GAAP”). Compensation of general managers (other than distributions on account of ownership), is included in Salaries & Wages and General & Administrative.

We do not provide expense and net income figures for franchisee-owned Restaurants because, although we receive financial information on expenses and income from franchisees, we do not consider that information to be as reliable and accurate as that information is from our affiliates controlled by our parent – FRG. The financial results of our affiliated Restaurants are audited in connection with FRG’s consolidated financial statements, so we have verification of their reliability. Most of the franchisee owned Restaurants are not independently audited.

We have written substantiation in our possession to support the information appearing in this financial performance representation and such substantiation will be made available to you on reasonable request.

All FIREHOUSE SUBS® Restaurants offer substantially the same services to the public. None of the franchised FIREHOUSE SUBS® Restaurants received any services not generally available to other franchisees and substantially the same services will be offered to new franchisees. Likewise the Restaurants operated by our affiliates receive substantially the same services as those offered our franchisees, except for centralized accounting, financial and management services.

We obtained these historical financial results from the information submitted by our franchisees and our affiliates and it was not independently audited..

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

You should consult other sources for financial information, including your financial advisers and our franchisees, in order to compare sales experience and to obtain additional information necessary for you to develop estimates of the sales, costs, expenses, earnings and profits of FIREHOUSE SUBS® Restaurants.

Other than the preceding financial performance representation, Firehouse of America, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. 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 Don Fox, Chief Executive Officer, 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258; (904) 606-5144, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20.  
OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1  
Systemwide Outlet Summary  
For Years Ending December 29, 2019, December 27, 2020 and December 26, 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	2019	1,093	1,117	+24
	2020	1,117	1,115	-2
	2021	1,115	1,125	+10
Company-Owned	2019	37	38	+1
	2020	38	38	0
	2021	38	39	+1
<b>Total Outlets</b>	<b>2019</b>	<b>1,130</b>	<b>1,155</b>	<b>+25</b>
	<b>2020</b>	<b>1,155</b>	<b>1,153</b>	<b>-2</b>
	<b>2021</b>	<b>1,153</b>	<b>1,164</b>	<b>+11</b>

**Table 2**  
**Transfers of Outlets from Franchisees to New Owners**  
**(other than the Franchisor)**  
**For Years Ending December 29, 2019, December 27, 2020 and December 26, 2021**

State	Year	Number of Transfers
Alabama	2019	0
	2020	1
	2021	0
Alaska	2019	0
	2020	0
	2021	0
Arizona	2019	1
	2020	0
	2021	0
Arkansas	2019	0
	2020	3
	2021	0
California	2019	2
	2020	1
	2021	2
Colorado	2019	3
	2020	5
	2021	3
Connecticut	2019	0
	2020	0
	2021	0
Delaware	2019	0
	2020	0
	2021	0
District of Columbia	2019	0
	2020	0
	2021	0
Florida	2019	16
	2020	4
	2021	10
Georgia	2019	6
	2020	5
	2021	5
Hawaii	2019	0
	2020	0
	2021	0

<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
Idaho	2019	2
	2020	1
	2021	0
Illinois	2019	4
	2020	2
	2021	0
Indiana	2019	1
	2020	0
	2021	4
Iowa	2019	0
	2020	0
	2021	0
Kansas	2019	0
	2020	2
	2021	0
Kentucky	2019	2
	2020	2
	2021	1
Louisiana	2019	0
	2020	2
	2021	1
Maine	2019	0
	2020	0
	2021	1
Maryland	2019	1
	2020	0
	2021	0
Massachusetts	2019	0
	2020	0
	2021	0
Michigan	2019	0
	2020	0
	2021	0
Minnesota	2019	2
	2020	0
	2021	1
Mississippi	2019	4
	2020	0
	2021	0



<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
Missouri	2019	0
	2020	5
	2021	4
Montana	2019	0
	2020	0
	2021	0
Nebraska	2019	0
	2020	0
	2021	0
Nevada	2019	1
	2020	0
	2021	1
New Hampshire	2019	0
	2020	0
	2021	0
New Jersey	2019	1
	2020	0
	2021	0
New Mexico	2019	1
	2020	0
	2021	0
New York	2019	1
	2020	0
	2021	0
North Carolina	2019	25
	2020	4
	2021	4
North Dakota	2019	0
	2020	0
	2021	0
Ohio	2019	0
	2020	0
	2021	1
Oklahoma	2019	4
	2020	0
	2021	2
Oregon	2019	2
	2020	0
	2021	0
Pennsylvania	2019	0
	2020	0
	2021	2

<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
Rhode Island	2019	0
	2020	0
	2021	0
South Carolina	2019	0
	2020	0
	2021	3
South Dakota	2019	0
	2020	0
	2021	0
Tennessee	2019	6
	2020	2
	2021	4
Texas	2019	11
	2020	3
	2021	4
Utah	2019	3
	2020	1
	2021	4
Vermont	2019	0
	2020	0
	2021	0
Virginia	2019	4
	2020	0
	2021	6
Washington	2019	2
	2020	0
	2021	1
West Virginia	2019	3
	2020	0
	2021	1
Wisconsin	2019	2
	2020	1
	2021	2
Wyoming	2019	0
	2020	0
	2021	0
<b>Total</b>	<b>2019</b>	<b>87</b>
	<b>2020</b>	<b>44</b>
	<b>2021</b>	<b>74</b>

**Table 3**  
**Status of Franchised Outlets**  
**For Years Ending December 29, 2019, December 27, 2020 and December 26, 2021**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Alabama	2019	35	1	0	0	0	0	36
	2020	36	2	0	0	0	0	38
	2021	38	3	0	2	0	0	39
Alaska	2019	1	0	0	0	0	0	1
	2020	1	1	0	0	0	0	2
	2021	2	0	0	0	0	0	2
Arizona	2019	40	1	1	0	0	0	40
	2020	40	0	1	0	0	0	39
	2021	39	1	0	0	0	0	40
Arkansas	2019	19	0	1	0	0	0	18
	2020	18	0	1	0	0	0	17
	2021	17	1	0	0	0	0	18
California	2019	41	9	6	0	0	0	44
	2020	44	7	5	0	0	0	46
	2021	46	1	1	0	0	0	46
Colorado	2019	27	1	1	0	0	0	27
	2020	27	1	0	0	0	0	28
	2021	28	0	0	0	0	0	28
Connecticut	2019	2	0	2	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Delaware	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
District of Columbia	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Florida	2019	133	10	2	0	0	0	141
	2020	141	2	3	0	0	0	140
	2021	140	3	2	1	0	0	140
Georgia	2019	96	1	2	0	0	0	95
	2020	95	2	2	1	0	0	94
	2021	94	0	1	0	0	0	93
Hawaii	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Idaho	2019	4	1	0	0	0	0	5
	2020	5	2	0	0	0	0	7
	2021	7	0	0	0	0	0	7

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Illinois	2019	19	4	2	0	0	0	21
	2020	21	0	6	1	0	0	14
	2021	14	0	0	0	0	0	14
Indiana	2019	19	0	1	0	0	0	18
	2020	18	0	3	0	0	0	15
	2021	15	1	0	0	0	0	16
Iowa	2019	6	0	0	0	0	0	6
	2020	6	0	0	0	0	0	6
	2021	6	1	1	0	0	0	6
Kansas	2019	11	0	0	0	0	0	11
	2020	11	0	0	0	0	0	11
	2021	11	0	1	0	0	0	10
Kentucky	2019	16	0	0	0	0	0	16
	2020	16	0	2	0	0	0	14
	2021	14	0	1	0	0	0	13
Louisiana	2019	15	1	0	0	0	0	16
	2020	16	3	0	0	0	0	19
	2021	19	2	0	0	0	0	21
Maine	2019	4	0	0	0	0	0	4
	2020	4	1	0	0	0	0	5
	2021	5	1	0	0	0	0	6
Maryland	2019	18	1	0	0	0	0	19
	2020	19	0	0	0	0	0	19
	2021	19	0	0	0	0	0	19
Massachusetts	2019	3	0	1	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	1	0	0	0	1
Michigan	2019	24	0	3	0	0	0	21
	2020	21	5	1	0	0	0	25
	2021	25	0	0	0	0	0	25
Minnesota	2019	9	2	0	0	0	0	11
	2020	11	0	0	0	0	0	11
	2021	11	0	0	0	0	0	11
Mississippi	2019	11	0	0	1	0	0	10
	2020	10	2	0	0	0	0	12
	2021	12	0	0	0	0	0	12
Missouri	2019	27	1	0	0	0	0	28
	2020	28	0	1	0	0	0	27
	2021	27	2	0	0	0	0	29
Montana	2019	1	1	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	2	0	0	0	0	4
Nebraska	2019	9	0	0	0	0	0	9
	2020	9	0	2	0	0	0	7
	2021	7	0	0	0	0	0	7
Nevada	2019	13	2	0	0	0	0	15
	2020	15	1	0	0	0	0	16

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
	2021	16	0	0	0	0	0	16
New Hampshire	2019	1	2	0	0	0	0	3
	2020	3	0	1	0	0	0	2
	2021	2	0	0	0	0	0	0
New Jersey	2019	6	5	2	0	0	0	9
	2020	9	0	1	0	0	0	8
	2021	8	0	2	0	0	0	6
New Mexico	2019	7	0	0	0	0	0	7
	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
New York	2019	7	0	2	0	0	0	5
	2020	5	0	0	0	0	0	5
	2021	5	1	0	0	0	0	6
North Carolina	2019	65	5	.	0	0	0	70
	2020	70	2	1	3	0	0	68
	2021	68	1	1	0	0	0	68
North Dakota	2019	3	0	1	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	1	0	0	0	0	3
Ohio	2019	32	2	0	0	0	0	34
	2020	34	0	0	0	0	0	34
	2021	34	1	0	0	0	0	24
Oklahoma	2019	13	1	0	0	0	0	14
	2020	14	0	0	0	0	0	14
	2021	14	1	1	0	0	0	14
Oregon	2019	9	0	0	0	0	0	9
	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
Pennsylvania	2019	19	1	6	0	0	0	14
	2020	14	0	0	0	0	0	14
	2021	14	1	1	0	0	0	14
Puerto Rico	2019	12	1	0	0	0	0	13
	2020	13	0	0	0	0	0	13
	2021	13	1	0	0	0	0	14
Rhode Island	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
South Carolina	2019	53	2	0	1	0	0	54
	2020	54	1	0	1	0	0	54
	2021	54	0	0	3	0	0	51
South Dakota	2019	4	0	0	0	0	0	4
	2020	4	0	1	0	0	0	3
	2021	3	1	0	0	0	0	4
Tennessee	2019	48	1	0	1	0	0	48
	2020	48	2	0	1	0	0	49
	2021	49	2	0	0	0	0	51
Texas <sup>1</sup>	2019	108	3	1	0	0	0	110

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
	2020	110	1	0	0	0	0	111
	2021	111	4	0	1	0	0	114
Utah	2019	13	1	0	0	0	0	14
	2020	14	0	0	0	0	0	14
	2021	14	1	2	0	0	0	13
Vermont	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Virginia	2019	56	0	3	0	0	0	53
	2020	53	1	1	0	0	0	53
	2021	53	0	1	0	0	0	52
Washington	2019	9	1	0	0	0	0	10
	2020	10	2	0	0	0	0	12
	2021	23	1	0	0	0	0	13
West Virginia	2019	7	1	1	0	0	0	7
	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
Wisconsin	2019	18	2	0	0	0	0	20
	2020	20	4	6	0	0	0	18
	2021	18	0	1	0	0	0	17
Wyoming	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
<b>Total</b>	<b>2019</b>	<b>1,093</b>	<b>65</b>	<b>38</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>1,117</b>
	<b>2020</b>	<b>1,117</b>	<b>43</b>	<b>38</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>1,115</b>
	<b>2021</b>	<b>1,115</b>	<b>34</b>	<b>17</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>1,125</b>

**Table 4**  
**Status of Company-Owned Outlets**  
**For Years Ending December 29, 2019, December 27, 2020 and December 26, 2021**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Florida	2019	32	1	0	0	0	33
	2020	33	1	0	0	0	34
	2021	34	1	0	0	0	35
Iowa	2019	5	0	0	0	0	5
	2020	5	0	0	1	0	4
	2021	4	0	0	0	0	4
<b>Total</b>	<b>2019</b>	<b>37</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>38</b>
	<b>2020</b>	<b>38</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>38</b>
	<b>2021</b>	<b>38</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>39</b>

**Table 5**  
**Projected Openings as of December 26, 2021**

<b>State</b>	<b>Franchise Agreements Signed But Outlet Not Opened</b>	<b>Projected New Franchised Outlets in the Next Fiscal Year</b>	<b>Projected New Company-Owned Outlets in the Next Fiscal Year</b>
Alabama	5	5	0
Alaska	0	0	0
Arizona	4	4	0
Arkansas	1	1	0
California	6	6	0
Colorado	2	2	0
Connecticut	0	0	0
Delaware	0	0	0
District of Columbia	0	0	0
Florida	5	5	0
Georgia	5	5	0
Hawaii	0	0	0
Idaho	0	0	0
Illinois	1	1	0
Indiana	0	0	0
Iowa	0	0	0
Kansas	0	0	0
Kentucky	0	0	0
Louisiana	3	3	0
Maine	0	0	0
Maryland	4	4	0
Massachusetts	0	0	0
Michigan	3	3	0
Minnesota	2	2	0
Mississippi	1	1	0
Missouri	2	2	0
Montana	0	0	0
Nebraska	1	1	0
Nevada	1	1	0
New Hampshire	0	0	0
New Jersey	0	0	0
New Mexico	2	2	0
New York	0	0	0
North Carolina	1	1	0
North Dakota	0	0	0
Ohio	2	2	0
Oklahoma	0	0	0
Oregon	0	0	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Pennsylvania	2	2	0
Puerto Rico	0	0	0
Rhode Island	0	0	0
South Carolina	7	7	0
South Dakota	0	0	0
Tennessee	5	5	0
Texas	7	7	0
Utah	1	1	0
Vermont	0	0	0
Virginia	0	0	0
Washington	1	1	0
West Virginia	0	0	0
Wisconsin	5	5	0
Wyoming	1	1	0
<b>Total</b>	<b>80</b>	<b>80</b>	<b>0</b>

The name, business address, and business telephone number of each Franchisee on December 26, 2021 are listed on Exhibit “N.”

The name, city and state, and current business telephone number (or, if unknown, the last known home telephone number) of the 111 Franchisees who have had a FIREHOUSE SUBS® Restaurant or Development Business terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement or Development Agreement and who have left the system during the most recently completed fiscal year, or have not communicated with us within 10 weeks of March 25, 2022 are listed on Exhibit “O.”

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them discussing with you their experiences as a franchisee in our franchise system.

We created and support the following Franchisee Association:

Firehouse Subs Market Fund, Inc.  
12735 Gran Bay Parkway, Suite 150  
Jacksonville, Florida 32258  
904-886-8300 or 1-800-388-FIRE  
[marketingBOD@firehousesubs.com](mailto:marketingBOD@firehousesubs.com)  
<http://www.firehousesubsmarketfundbod.com>



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

Attached to this disclosure document at Exhibit “A” are the audited consolidated balance sheets as of December 31, 2021 and 2020 and the related consolidated statements of operations, comprehensive income (loss), shareholders’ equity and cash flows for each of the years in the three-year period ended December 31, 2021 and the related notes to the consolidated financial statements of RBI, and its subsidiaries. Exhibit “A” also contains the audited consolidated balance sheets as of December 31, 2021 and 2020, and the related consolidated statements of operations, comprehensive income (loss), equity and cash flows for each of the years in the three-year period ended December 31, 2021, and the related notes to the consolidated financial statements of RBILP, and its subsidiaries.

If you are a resident of, or your franchise will be located in, California, Illinois, Maryland, North Dakota, Virginia or Washington RBILP will be the guarantor of all of our duties and obligations under the Franchise Agreement with you. Otherwise, RBI will be the guarantor of all of our duties and obligations under the Franchise Agreement with you. The RBI Guaranty of Performance and the RBILP Guaranty of Performance are also included at Exhibit “A.”

**ITEM 22.**  
**CONTRACTS**

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

- (a) Application and Deposit Agreement – Exhibit B
- (b) Franchise Agreement -- Exhibit C
- (c) Area Development Agreement – Exhibit D
- (d) Conditional Assignment of Telephone Numbers and Listings -- Exhibit E
- (e) Addendum to Lease Agreement -- Exhibit F
- (f) Principal Owner’s Guaranty -- Exhibit H
- (g) Principal Owner’s Statement -- Exhibit I
- (h) Franchise Compliance Certificate – Exhibit Q
- (i) State Specific Addenda and Riders – Exhibit R

**ITEM 23.**  
**RECEIPTS**

You will find 2 copies of a detachable Receipt in Exhibit “V” at the end of the disclosure document. One Receipt must be signed, dated and delivered to us. The other Receipts should be retained for your records.

**EXHIBIT A TO THE DISCLOSURE DOCUMENT**

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**FINANCIAL STATEMENTS**

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**FINANCIAL STATEMENTS**  
**OF RBI**

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**Management's Report on Internal Control Over Financial Reporting**

Management is responsible for the preparation, integrity and fair presentation of the consolidated financial statements, related notes and other information included in this annual report. The consolidated financial statements were prepared in accordance with accounting principles generally accepted in the United States of America and include certain amounts based on management's estimates and assumptions. Other financial information presented in the annual report is derived from the consolidated financial statements.

Management is also responsible for establishing and maintaining adequate internal control over financial reporting, and for performing an assessment of the effectiveness of internal control over financial reporting as of December 31, 2021. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Our system of internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the consolidated financial statements.

Management performed an assessment of the effectiveness of the Company's internal control over financial reporting as of December 31, 2021 based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on our assessment and those criteria, management determined that the Company's internal control over financial reporting was effective as of December 31, 2021.

The scope of management's assessment of the effectiveness of the Company's internal control over financial reporting included all of the Company's consolidated operations except for the operations of FRG, LLC, which the Company acquired in December 2021. FRG, LLC operations represented \$1,103 million of the Company's consolidated total assets (which includes acquisition accounting adjustments within the scope of the assessment) and \$5 million of the Company's consolidated total revenues as of and for the year ended December 31, 2021.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

The effectiveness of the Company's internal control over financial reporting as of December 31, 2021 has been audited by KPMG LLP, the Company's independent registered public accounting firm, as stated in its report which is included herein.

**Report of Independent Registered Public Accounting Firm**

To the Shareholders and Board of Directors  
Restaurant Brands International Inc.:

*Opinion on the Consolidated Financial Statements*

We have audited the accompanying consolidated balance sheets of Restaurant Brands International Inc. and subsidiaries (the “Company”) as of December 31, 2021 and 2020, the related consolidated statements of operations, comprehensive income (loss), shareholders’ equity, and cash flows for each of the years in the three-year period ended December 31, 2021, and the related notes (collectively, the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2021, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (“PCAOB”), the Company’s internal control over financial reporting as of December 31, 2021, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 23, 2022 expressed an unqualified opinion on the effectiveness of the Company’s internal control over financial reporting.

*Basis for Opinion*

These consolidated financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on these consolidated 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 consolidated 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 consolidated 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 consolidated 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 consolidated 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 consolidated 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 consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated 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.

*Gross unrecognized tax benefits*

As discussed in Notes 2 and 11 to the consolidated financial statements, the Company records a liability for unrecognized tax benefits associated with uncertain tax positions. The Company recognizes tax benefits from tax positions only if there is more than a 50% likelihood that the tax positions will be sustained upon examination by the taxing authorities, based on the technical merits of the positions. As of December 31, 2021, the Company has recorded gross unrecognized tax benefits, excluding associated interest and penalties, of \$437 million.

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We identified the assessment of gross unrecognized tax benefits resulting from certain tax planning strategies implemented during the year as a critical audit matter. Identifying and determining uncertain tax positions arising from implementing tax planning strategies involved a number of judgments and assumptions, which included complex considerations of tax law. As a result, subjective and complex auditor judgment, including the involvement of tax professionals with specialized skills and knowledge, was required to evaluate the Company's interpretation of tax law and its determination of which tax positions have more than a 50% likelihood of being sustained upon examination.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls related to the Company's gross unrecognized tax benefits process, including controls related to 1) interpreting tax law, 2) identifying significant uncertain tax positions arising from tax planning strategies that were implemented during the year, 3) evaluating the tax consequences of the related strategies, and 4) evaluating which of the Company's tax positions may not be sustained upon examination. In addition, we involved tax professionals with specialized skills and knowledge, who assisted in:

- obtaining an understanding of the Company's tax planning strategies
- evaluating the Company's interpretation of the relevant tax laws by developing an independent assessment
- evaluating the Company's identification of uncertain tax positions to assess the tax consequences of these related tax positions
- performing an independent assessment of the Company's tax positions and comparing our assessment to the Company's assessment.

(signed) KPMG LLP

We have served as the Company's auditor since 1989.

Miami, Florida  
February 23, 2022

**Report of Independent Registered Public Accounting Firm**

To the Shareholders and Board of Directors  
Restaurant Brands International Inc.:

*Opinion on Internal Control over Financial Reporting*

We have audited Restaurant Brands International Inc. and subsidiaries' (the "Company") internal control over financial reporting as of December 31, 2021, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2021, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the consolidated balance sheets of the Company as of December 31, 2021 and 2020, the related consolidated statements of operations, comprehensive income (loss), shareholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2021, and the related notes (collectively, the "consolidated financial statements"), and our report dated February 23, 2022 expressed an unqualified opinion on those consolidated financial statements.

The Company acquired FRG, LLC during 2021, and management excluded from its assessment of the effectiveness of the Company's internal control over financial reporting as of December 31, 2021, FRG, LLC's internal control over financial reporting associated with total assets of \$1,103 million and total revenues of \$5 million included in the consolidated financial statements of the Company as of and for the year ended December 31, 2021. Our audit of internal control over financial reporting of the Company also excluded an evaluation of the internal control over financial reporting of FRG, LLC.

*Basis for Opinion*

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. 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 audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

*Definition and Limitations of Internal Control over Financial Reporting*

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

(signed) KPMG LLP

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Miami, Florida  
February 23, 2022



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**RESTAURANT BRANDS INTERNATIONAL INC. AND SUBSIDIARIES**

Consolidated Balance Sheets  
(In millions of U.S. dollars, except share data)

	<b>As of December 31,</b>	
	<b>2021</b>	<b>2020</b>
<b><u>ASSETS</u></b>		
Current assets:		
Cash and cash equivalents	\$ 1,087	\$ 1,560
Accounts and notes receivable, net of allowance of \$18 and \$42, respectively	547	536
Inventories, net	96	96
Prepays and other current assets	86	72
Total current assets	1,816	2,264
Property and equipment, net of accumulated depreciation and amortization of \$979 and \$879, respectively	2,035	2,031
Operating lease assets, net	1,130	1,152
Intangible assets, net	11,417	10,701
Goodwill	6,006	5,739
Net investment in property leased to franchisees	80	66
Other assets, net	762	824
Total assets	\$ 23,246	\$ 22,777
<b><u>LIABILITIES AND SHAREHOLDERS' EQUITY</u></b>		
Current liabilities:		
Accounts and drafts payable	\$ 614	\$ 464
Other accrued liabilities	947	835
Gift card liability	221	191
Current portion of long-term debt and finance leases	96	111
Total current liabilities	1,878	1,601
Long-term debt, net of current portion	12,916	12,397
Finance leases, net of current portion	333	315
Operating lease liabilities, net of current portion	1,070	1,082
Other liabilities, net	1,822	2,236
Deferred income taxes, net	1,374	1,425
Total liabilities	19,393	19,056
Commitments and contingencies (Note 17)		
Shareholders' equity:		
Common shares, no par value; Unlimited shares authorized at December 31, 2021 and December 31, 2020; 309,025,068 shares issued and outstanding at December 31, 2021; 304,718,749 shares issued and outstanding at December 31, 2020	2,156	2,399
Retained earnings	791	622
Accumulated other comprehensive income (loss)	(710)	(854)
Total Restaurant Brands International Inc. shareholders' equity	2,237	2,167
Noncontrolling interests	1,616	1,554
Total shareholders' equity	3,853	3,721
Total liabilities and shareholders' equity	\$ 23,246	\$ 22,777

*See accompanying notes to consolidated financial statements.*

Approved on behalf of the Board of Directors:

By: /s/ Daniel Schwartz  
Daniel Schwartz, Co-Chairman

By: /s/ Ali Hedayat  
Ali Hedayat, Director

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**RESTAURANT BRANDS INTERNATIONAL INC. AND SUBSIDIARIES**

Consolidated Statements of Operations

(In millions of U.S. dollars, except per share data)

	<b>2021</b>	<b>2020</b>	<b>2019</b>
<b>Revenues:</b>			
Sales	\$ 2,378	\$ 2,013	\$ 2,362
Franchise and property revenues	2,452	2,121	2,381
Advertising revenues	909	834	860
<b>Total revenues</b>	<b>5,739</b>	<b>4,968</b>	<b>5,603</b>
<b>Operating costs and expenses:</b>			
Cost of sales	1,890	1,610	1,813
Franchise and property expenses	489	515	533
Advertising expenses	962	870	865
General and administrative expenses	508	407	406
(Income) loss from equity method investments	4	39	(11)
Other operating expenses (income), net	7	105	(10)
<b>Total operating costs and expenses</b>	<b>3,860</b>	<b>3,546</b>	<b>3,596</b>
Income from operations	1,879	1,422	2,007
Interest expense, net	505	508	532
Loss on early extinguishment of debt	11	98	23
Income before income taxes	1,363	816	1,452
Income tax expense	110	66	341
Net income	1,253	750	1,111
Net income attributable to noncontrolling interests (Note 13)	415	264	468
Net income attributable to common shareholders	<u>\$ 838</u>	<u>\$ 486</u>	<u>\$ 643</u>
<b>Earnings per common share:</b>			
Basic	\$ 2.71	\$ 1.61	\$ 2.40
Diluted	\$ 2.69	\$ 1.60	\$ 2.37
<b>Weighted average shares outstanding (in millions):</b>			
Basic	310	302	268
Diluted	464	468	469

*See accompanying notes to consolidated financial statements.*

**RESTAURANT BRANDS INTERNATIONAL INC. AND SUBSIDIARIES**

Consolidated Statements of Comprehensive Income (Loss)

(In millions of U.S. dollars)

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Net income	\$ 1,253	\$ 750	\$ 1,111
Foreign currency translation adjustment	(67)	332	409
Net change in fair value of net investment hedges, net of tax of \$15, \$60, and \$32	111	(242)	(86)
Net change in fair value of cash flow hedges, net of tax of \$(36), \$91, and \$29	96	(244)	(77)
Amounts reclassified to earnings of cash flow hedges, net of tax of \$(36), \$(27), and \$(6)	96	73	15
Gain (loss) recognized on defined benefit pension plans and other items, net of tax of \$(3), \$3, and \$1	15	(16)	(2)
Other comprehensive income (loss)	251	(97)	259
Comprehensive income (loss)	1,504	653	1,370
Comprehensive income (loss) attributable to noncontrolling interests	499	224	571
Comprehensive income (loss) attributable to common shareholders	<u>\$ 1,005</u>	<u>\$ 429</u>	<u>\$ 799</u>

*See accompanying notes to consolidated financial statements.*

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**RESTAURANT BRANDS INTERNATIONAL INC. AND SUBSIDIARIES**

Consolidated Statements of Shareholders' Equity

(In millions of U.S. dollars, except shares)

	Issued Common Shares		Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interests	Total
	Shares	Amount				
Balances at December 31, 2018	251,532,493	\$ 1,737	\$ 674	\$ (800)	\$ 2,007	\$ 3,618
Cumulative effect adjustment (Note 10)	—	—	12	—	9	21
Stock option exercises	4,495,897	102	—	—	—	102
Share-based compensation	—	68	—	—	—	68
Issuance of shares	236,299	7	—	—	—	7
Dividends declared on common shares (\$2.00 per share)	—	—	(545)	—	—	(545)
Dividend equivalents declared on restricted stock units	—	9	(9)	—	—	—
Distributions declared by Partnership on partnership exchangeable units (\$2.00 per unit)	—	—	—	—	(382)	(382)
Exchange of Partnership exchangeable units for RBI common shares	42,016,392	555	—	(119)	(436)	—
Net income	—	—	643	—	468	1,111
Other comprehensive income (loss)	—	—	—	156	103	259
Balances at December 31, 2019	298,281,081	\$ 2,478	\$ 775	\$ (763)	\$ 1,769	\$ 4,259
Stock option exercises	2,447,627	82	—	—	—	82
Share-based compensation	—	74	—	—	—	74
Issuance of shares	469,145	6	—	—	—	6
Dividends declared on common shares (\$2.08 per share)	—	—	(631)	—	—	(631)
Dividend equivalents declared on restricted stock units	—	8	(8)	—	—	—
Distributions declared by Partnership on partnership exchangeable units (\$2.08 per unit)	—	—	—	—	(336)	(336)
Repurchase of Partnership exchangeable units	—	(293)	—	(22)	(65)	(380)
Exchange of Partnership exchangeable units for RBI common shares	3,636,169	48	—	(12)	(36)	—
Other	(115,273)	(4)	—	—	—	(4)
Restaurant VIE contributions (distributions)	—	—	—	—	(2)	(2)
Net income	—	—	486	—	264	750
Other comprehensive income (loss)	—	—	—	(57)	(40)	(97)
Balances at December 31, 2020	304,718,749	\$ 2,399	\$ 622	\$ (854)	\$ 1,554	\$ 3,721
Stock option exercises	1,594,146	60	—	—	—	60
Share-based compensation	—	88	—	—	—	88
Issuance of shares	1,839,941	12	—	—	—	12
Dividends declared on common shares (\$2.12 per share)	—	—	(658)	—	—	(658)
Dividend equivalents declared on restricted stock units	—	11	(11)	—	—	—
Distributions declared by Partnership on partnership exchangeable units (\$2.12 per unit)	—	—	—	—	(318)	(318)
Repurchase of RBI common shares	(9,247,648)	(551)	—	—	—	(551)
Exchange of Partnership exchangeable units for RBI common shares	10,119,880	137	—	(23)	(114)	—
Restaurant VIE contributions (distributions)	—	—	—	—	(5)	(5)
Net income	—	—	838	—	415	1,253
Other comprehensive income (loss)	—	—	—	167	84	251
Balances at December 31, 2021	309,025,068	\$ 2,156	\$ 791	\$ (710)	\$ 1,616	\$ 3,853

See accompanying notes to consolidated financial statements.

**RESTAURANT BRANDS INTERNATIONAL INC. AND SUBSIDIARIES**

## Consolidated Statements of Cash Flows

(In millions of U.S. dollars)

	<b>2021</b>	<b>2020</b>	<b>2019</b>
<b>Cash flows from operating activities:</b>			
Net income	\$ 1,253	\$ 750	\$ 1,111
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	201	189	185
Premiums paid and non-cash loss on early extinguishment of debt	11	97	16
Amortization of deferred financing costs and debt issuance discount	27	26	29
(Income) loss from equity method investments	4	39	(11)
Loss (gain) on remeasurement of foreign denominated transactions	(76)	100	(14)
Net (gains) losses on derivatives	87	32	(49)
Share-based compensation and non-cash incentive compensation expense	102	84	74
Deferred income taxes	(5)	(208)	58
Other	(16)	28	6
Changes in current assets and liabilities, excluding acquisitions and dispositions:			
Accounts and notes receivable	8	(30)	(53)
Inventories and prepaids and other current assets	12	(10)	(15)
Accounts and drafts payable	149	(183)	112
Other accrued liabilities and gift card liability	67	6	(57)
Tenant inducements paid to franchisees	(20)	(22)	(54)
Other long-term assets and liabilities	(78)	23	138
Net cash provided by operating activities	<u>1,726</u>	<u>921</u>	<u>1,476</u>
<b>Cash flows from investing activities:</b>			
Payments for property and equipment	(106)	(117)	(62)
Net proceeds from disposal of assets, restaurant closures and refranchisings	16	12	8
Net payment for purchase of Firehouse Subs, net of cash acquired	(1,004)	—	—
Settlement/sale of derivatives, net	5	33	24
Other investing activities, net	(14)	(7)	—
Net cash used for investing activities	<u>(1,103)</u>	<u>(79)</u>	<u>(30)</u>
<b>Cash flows from financing activities:</b>			
Proceeds from revolving line of credit and long-term debt	1,335	5,235	2,250
Repayments of revolving line of credit, long-term debt and finance leases	(889)	(4,708)	(2,266)
Payment of financing costs	(19)	(43)	(50)
Payment of dividends on common shares and distributions on Partnership exchangeable units	(974)	(959)	(901)
Repurchase of Partnership exchangeable units	—	(380)	—
Repurchase of common shares	(551)	—	—
Proceeds from stock option exercises	60	82	102
(Payments) proceeds from derivatives	(51)	(46)	23
Other financing activities, net	(4)	(2)	—
Net cash used for financing activities	<u>(1,093)</u>	<u>(821)</u>	<u>(842)</u>
Effect of exchange rates on cash and cash equivalents	(3)	6	16
Increase (decrease) in cash and cash equivalents	(473)	27	620
Cash and cash equivalents at beginning of period	1,560	1,533	913
<b>Cash and cash equivalents at end of period</b>	<u>\$ 1,087</u>	<u>\$ 1,560</u>	<u>\$ 1,533</u>
<b>Supplemental cash flow disclosures:</b>			
Interest paid	\$ 404	\$ 463	\$ 584
Income taxes paid	\$ 256	\$ 267	\$ 248

See accompanying notes to consolidated financial statements.

## RESTAURANT BRANDS INTERNATIONAL INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

#### Note 1. Description of Business and Organization

##### *Description of Business*

Restaurant Brands International Inc. (the “Company,” “RBI,” “we,” “us” or “our”) is a Canadian corporation that serves as the sole general partner of Restaurant Brands International Limited Partnership (the “Partnership”). On December 15, 2021 we acquired FRG, LLC (“Firehouse Subs”). We franchise and operate quick service restaurants serving premium coffee and other beverage and food products under the *Tim Hortons*® brand (“Tim Hortons” or “TH”), fast food hamburgers principally under the *Burger King*® brand (“Burger King” or “BK”), chicken under the *Popeyes*® brand (“Popeyes” or “PLK”) and sandwiches under the *Firehouse Subs*® brand (“Firehouse” or “FHS”). We are one of the world’s largest quick service restaurant, or QSR, companies as measured by total number of restaurants. As of December 31, 2021, we franchised or owned 5,291 Tim Hortons restaurants, 19,247 Burger King restaurants, 3,705 Popeyes restaurants, and 1,213 Firehouse restaurants, for a total of 29,456 restaurants, and operate in more than 100 countries. Approximately 100% of current system-wide restaurants are franchised.

All references to “\$” or “dollars” are to the currency of the United States unless otherwise indicated. All references to “Canadian dollars” or “C\$” are to the currency of Canada unless otherwise indicated.

#### Note 2. Significant Accounting Policies

##### *Fiscal Year*

We operate on a monthly calendar, with a fiscal year that ends on December 31. TH, BK and PLK operate on the same fiscal year. The fiscal year of FHS ends on the Sunday on or before December 31 which was December 26, 2021.

##### *Basis of Presentation*

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States (“GAAP”) and related rules and regulations of the U.S. Securities and Exchange Commission requires our management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, and the related disclosure of contingent assets and liabilities. Actual results could differ from these estimates.

##### *Principles of Consolidation*

The consolidated financial statements (the “Financial Statements”) include our accounts and the accounts of entities in which we have a controlling financial interest, the usual condition of which is ownership of a majority voting interest. All material intercompany balances and transactions have been eliminated in consolidation. Investments in other affiliates that are owned 50% or less where we have significant influence are accounted for by the equity method.

We are the sole general partner of Partnership and, as such we have the exclusive right, power and authority to manage, control, administer and operate the business and affairs and to make decisions regarding the undertaking and business of Partnership, subject to the terms of the partnership agreement of Partnership (“partnership agreement”) and applicable laws. As a result, we consolidate the results of Partnership and record a noncontrolling interest in our consolidated balance sheets and statements of operations with respect to the remaining economic interest in Partnership we do not hold.

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. Our maximum exposure to loss resulting from involvement with VIEs is attributable to accounts and notes receivable balances, investment balances, outstanding loan guarantees and future lease payments, where applicable.

As our franchise and master franchise arrangements provide the franchise and master franchise entities the power to direct the activities that most significantly impact their economic performance, we do not consider ourselves the primary beneficiary of any such entity that might be a VIE.

Tim Hortons has historically entered into certain arrangements in which an operator acquires the right to operate a restaurant, but Tim Hortons owns the restaurant’s assets. In these arrangements, Tim Hortons has the ability to determine which operators

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manage the restaurants and for what duration. We perform an analysis to determine if the legal entity in which operations are conducted is a VIE and consolidate a VIE entity if we also determine Tim Hortons is the entity's primary beneficiary ("Restaurant VIEs"). As of December 31, 2021 and 2020, we determined that we are the primary beneficiary of 46 and 38 Restaurant VIEs, respectively, and accordingly, have consolidated the results of operations, assets and liabilities, and cash flows of these Restaurant VIEs in our Financial Statements.

Assets and liabilities related to consolidated VIEs are not significant to our total consolidated assets and liabilities. Liabilities recognized as a result of consolidating these VIEs do not necessarily represent additional claims on our general assets; rather, they represent claims against the specific assets of the consolidated VIEs. Conversely, assets recognized as a result of consolidating these VIEs do not represent additional assets that could be used to satisfy claims by our creditors as they are not legally included within our general assets.

### ***Reclassifications***

Certain prior year amounts in the accompanying consolidated financial statements and notes to the consolidated financial statements have been reclassified in order to be comparable with the current year classifications. These consist of the 2020 and 2019 reclassification of advertising fund contributions from Franchise and property revenues to Advertising revenues and advertising fund expenses from Selling, general and administrative expenses to Advertising expenses, with General and administrative expenses now presented separately. Depreciation and amortization expenses related to the advertising funds for 2020 and 2019 have also been reclassified from Franchise and property expenses to Advertising expenses. These reclassifications did not arise as a result of any changes to accounting policies and relate entirely to presentation with no effect on previously reported net income.

### ***Foreign Currency Translation and Transaction Gains and Losses***

Our functional currency is the U.S. dollar, since our term loans and senior secured notes are denominated in U.S. dollars, and the principal market for our common shares is the U.S. The functional currency of each of our operating subsidiaries is generally the currency of the economic environment in which the subsidiary primarily does business. Our foreign subsidiaries' financial statements are translated into U.S. dollars using the foreign exchange rates applicable to the dates of the financial statements. Assets and liabilities are translated using the end-of-period spot foreign exchange rates. Income, expenses and cash flows are translated at the average foreign exchange rates for each period. Equity accounts are translated at historical foreign exchange rates. The effects of these translation adjustments are reported as a component of accumulated other comprehensive income (loss) ("AOCI") in the consolidated statements of shareholders' equity.

For any transaction that is denominated in a currency different from the entity's functional currency, we record a gain or loss based on the difference between the foreign exchange rate at the transaction date and the foreign exchange rate at the transaction settlement date (or rate at period end, if unsettled) which is included within other operating expenses (income), net in the consolidated statements of operations.

### ***Cash and Cash Equivalents***

All highly liquid investments with original maturities of three months or less and credit card receivables are considered cash equivalents.

### ***Inventories***

Inventories are carried at the lower of cost or net realizable value and consist primarily of raw materials such as green coffee beans and finished goods such as new equipment, parts, paper supplies and restaurant food items. The moving average method is used to determine the cost of raw materials and finished goods inventories held for sale to Tim Hortons franchisees.

### ***Property and Equipment, net***

We record property and equipment at historical cost less accumulated depreciation and amortization, which is recognized using the straight-line method over the following estimated useful lives: (i) buildings and improvements – up to 40 years; (ii) restaurant equipment – up to 17 years; (iii) furniture, fixtures and other – up to 10 years; and (iv) manufacturing equipment – up to 25 years. Leasehold improvements to properties where we are the lessee are amortized over the lesser of the remaining term of the lease or the estimated useful life of the improvement.

Major improvements are capitalized, while maintenance and repairs are expensed when incurred.

### ***Leases***

In all leases, whether we are the lessor or lessee, we define lease term as the noncancellable term of the lease plus any renewals covered by renewal options that are reasonably certain of exercise based on our assessment of the economic factors relevant to the



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lessee. The noncancellable term of the lease commences on the date the lessor makes the underlying property in the lease available to the lessee, irrespective of when lease payments begin under the contract.

### *Lessor Accounting*

We recognize lease payments for operating leases as property revenue on a straight-line basis over the lease term, and property revenue is presented net of any related sales tax. Lease incentive payments we make to lessees are amortized as a reduction in property revenue over the lease term. We account for reimbursements of maintenance and property tax costs paid to us by lessees as property revenue.

We also have net investments in properties leased to franchisees, which meet the criteria of sales-type leases or met the criteria of direct financing leases under the previous accounting guidance. Investments in sales-type leases and direct financing leases are recorded on a net basis. Profit or loss on sales-type leases is recognized at lease commencement and recorded in other operating expenses (income), net. Unearned income on direct financing leases is deferred, included in the net investment in the lease, and recognized over the lease term yielding a constant periodic rate of return on the net investment in the lease.

We recognize variable lease payment income in the period when changes in facts and circumstances on which the variable lease payments are based occur.

### *Lessee Accounting*

In leases where we are the lessee, we recognize a right-of-use (“ROU”) asset and lease liability at lease commencement, which are measured by discounting lease payments using our incremental borrowing rate as the discount rate. We determine the incremental borrowing rate applicable to each lease by reference to our outstanding secured borrowings and implied spreads over the risk-free discount rates that correspond to the term of each lease, as adjusted for the currency of the lease. Subsequent amortization of the ROU asset and accretion of the lease liability for an operating lease is recognized as a single lease cost, on a straight-line basis, over the lease term. Reductions of the ROU asset and the change in the lease liability are included in changes in Other long-term assets and liabilities in the Consolidated Statement of Cash Flows.

A finance lease ROU asset is depreciated on a straight-line basis over the lesser of the useful life of the leased asset or lease term. Interest on each finance lease liability is determined as the amount that results in a constant periodic discount rate on the remaining balance of the liability. Operating lease and finance lease ROU assets are assessed for impairment in accordance with our long-lived asset impairment policy.

We reassess lease classification and remeasure ROU assets and lease liabilities when a lease is modified and that modification is not accounted for as a separate contract or upon certain other events that require reassessment. Maintenance and property tax expenses are accounted for on an accrual basis as variable lease cost.

We recognize variable lease cost in the period when changes in facts and circumstances on which the variable lease payments are based occur.

### ***Goodwill and Intangible Assets Not Subject to Amortization***

Goodwill represents the excess of the purchase price over the fair value of assets acquired and liabilities assumed in connection with the acquisition of Firehouse Subs in 2021, the acquisition of Popeyes in 2017, the acquisition of Tim Hortons in 2014 and the acquisition of Burger King Holdings, Inc. by 3G Capital Partners Ltd. in 2010. Our indefinite-lived intangible assets consist of the *Tim Hortons* brand, the *Burger King* brand, the *Popeyes* brand and the *Firehouse Subs* brand (each a “Brand” and together, the “Brands”). Goodwill and the Brands are tested for impairment at least annually as of October 1 of each year and more often if an event occurs or circumstances change which indicate impairment might exist. Our annual impairment tests of goodwill and the Brands may be completed through qualitative assessments. We may elect to bypass the qualitative assessment and proceed directly to a quantitative impairment test for any reporting unit or Brand in any period. We can resume the qualitative assessment for any reporting unit or Brand in any subsequent period.

Under a qualitative approach, our impairment review for goodwill consists of an assessment of whether it is more-likely-than-not that a reporting unit’s fair value is less than its carrying amount. If we elect to bypass the qualitative assessment for any reporting unit, 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 that requires us to estimate the fair value of the reporting unit. If the fair value of the reporting unit is less than its carrying amount, we will measure any goodwill impairment loss as the amount by which the carrying amount of a reporting unit exceeds its fair value, not to exceed the total amount of goodwill allocated to that reporting unit.

Under a qualitative approach, our impairment review for the Brands consists of an assessment of whether it is more-likely-than-not that a Brand’s fair value is less than its carrying amount. If we elect to bypass the qualitative assessment for a Brand, or if a qualitative assessment indicates it is more-likely-than-not that the estimated carrying value of a Brand exceeds its fair value, we



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estimate the fair value of the Brand and compare it to its carrying amount. If the carrying amount exceeds fair value, an impairment loss is recognized in an amount equal to that excess.

We completed our impairment tests for goodwill and the Brands as of October 1, 2021, 2020 and 2019 and no impairment resulted.

### ***Long-Lived Assets***

Long-lived assets, such as property and equipment, intangible assets subject to amortization and lease right-of-use assets, are tested for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset or asset group may not be recoverable. Some of the events or changes in circumstances that would trigger an impairment review include, but are not limited to, bankruptcy proceedings or other significant financial distress of a lessee; significant negative industry or economic trends; knowledge of transactions involving the sale of similar property at amounts below the carrying value; or our expectation to dispose of long-lived assets before the end of their estimated useful lives. The impairment test for long-lived assets requires us to assess the recoverability of long-lived assets by comparing their net carrying value to the sum of undiscounted estimated future cash flows directly associated with and arising from use and eventual disposition of the assets or asset group. Long-lived assets are grouped for recognition and measurement of impairment at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets. If the net carrying value of a group of long-lived assets exceeds the sum of related undiscounted estimated future cash flows, we record an impairment charge equal to the excess, if any, of the net carrying value over fair value.

### ***Other Comprehensive Income (Loss)***

Other comprehensive income (loss) (“OCI”) refers to revenues, expenses, gains and losses that are included in comprehensive income (loss), but are excluded from net income (loss) as these amounts are recorded directly as an adjustment to shareholders’ equity, net of tax. Our other comprehensive income (loss) is primarily comprised of unrealized gains and losses on foreign currency translation adjustments and unrealized gains and losses on hedging activity, net of tax.

### ***Derivative Financial Instruments***

We recognize and measure all derivative instruments as either assets or liabilities at fair value in the consolidated balance sheets. We may enter into derivatives that are not designated as hedging instruments for accounting purposes, but which largely offset the economic impact of certain transactions.

Gains or losses resulting from changes in the fair value of derivatives are recognized in earnings or recorded in other comprehensive income (loss) and recognized in the consolidated statements of operations when the hedged item affects earnings, depending on the purpose of the derivatives and whether they qualify for, and we have applied, hedge accounting treatment.

When applying hedge accounting, we designate at a derivative’s inception, the specific assets, liabilities or future commitments being hedged, and assess the hedge’s effectiveness at inception and on an ongoing basis. We discontinue hedge accounting when: (i) we determine that the cash flow derivative is no longer effective in offsetting changes in the cash flows of a hedged item; (ii) the derivative expires or is sold, terminated or exercised; (iii) it is no longer probable that the forecasted transaction will occur; or (iv) management determines that designation of the derivatives as a hedge instrument is no longer appropriate. We do not enter into or hold derivatives for speculative purposes.

### ***Disclosures about Fair Value***

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 in the principal market, or if none exists, the most advantageous market, for the specific asset or liability at the measurement date (the exit price). The fair value is based on assumptions that market participants would use when pricing the asset or liability. The fair values are assigned a level within the fair value hierarchy, depending on the source of the inputs into the calculation, as follows:

*Level 1* Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.

*Level 2* Inputs other than quoted prices included in Level 1 that are observable for the asset or liability either directly or indirectly.

*Level 3* Unobservable inputs reflecting management’s own assumptions about the inputs used in pricing the asset or liability.

The carrying amounts for cash and cash equivalents, accounts and notes receivable and accounts and drafts payable approximate fair value based on the short-term nature of these amounts.

We carry all of our derivatives at fair value and value them using various pricing models or discounted cash flow analysis that incorporate observable market parameters, such as interest rate yield curves and currency rates, which are Level 2 inputs. Derivative

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valuations incorporate credit risk adjustments that are necessary to reflect the probability of default by the counterparty or us. For disclosures about the fair value measurements of our derivative instruments, see Note 12, *Derivative Instruments*.

The following table presents the fair value of our variable rate term debt and senior notes, estimated using inputs based on bid and offer prices that are Level 2 inputs, and principal carrying amount (in millions):

	As of December 31,	
	2021	2020
Fair value of our variable term debt and senior notes	\$ 12,851	\$ 12,477
Principal carrying amount of our variable term debt and senior notes	12,943	12,453

The determinations of fair values of certain tangible and intangible assets for purposes of the application of the acquisition method of accounting to the acquisition of Firehouse Subs were based on Level 3 inputs. The determination of fair values of our reporting units and the determination of the fair value of the Brands for impairment testing using a quantitative approach during 2020 and 2019 were based upon Level 3 inputs.

### **Revenue Recognition**

#### *Sales*

Sales consist primarily of supply chain sales, which represent sales of products, supplies and restaurant equipment to franchisees, as well as sales to retailers and are presented net of any related sales tax. Orders placed by customers specify the goods to be delivered and transaction prices for supply chain sales. Revenue is recognized upon transfer of control over ordered items, generally upon delivery to the customer, which is when the customer obtains physical possession of the goods, legal title is transferred, the customer has all risks and rewards of ownership and an obligation to pay for the goods is created. Shipping and handling costs associated with outbound freight for supply chain sales are accounted for as fulfillment costs and classified as cost of sales.

To a much lesser extent, sales also include Company restaurant sales (including Restaurant VIEs), which consist of sales to restaurant guests. Revenue from Company restaurant sales is recognized at the point of sale. Taxes assessed by a governmental authority that we collect are excluded from revenue.

#### *Franchise revenues and advertising revenues*

Franchise revenues and advertising revenues consist primarily of royalties, advertising fund contributions, initial and renewal franchise fees and upfront fees from development agreements and master franchise and development agreements (“MFDAs”). Under franchise agreements, we provide franchisees with (i) a franchise license, which includes a license to use our intellectual property and, in those markets where our subsidiaries manage an advertising fund, advertising and promotion management, (ii) pre-opening services, such as training and inspections, and (iii) ongoing services, such as development of training materials and menu items and restaurant monitoring and inspections. The services we provide under franchise agreements are highly interrelated and dependent upon the franchise license and we concluded the services do not represent individually distinct performance obligations. Consequently, we bundle the franchise license performance obligation and promises to provide services into a single performance obligation, which we satisfy by providing a right to use our intellectual property over the term of each franchise agreement.

Royalties, including franchisee contributions to advertising funds managed by our subsidiaries, are calculated as a percentage of franchise restaurant sales over the term of the franchise agreement. Under our franchise agreements, advertising contributions received from franchisees must be spent on advertising, product development, marketing and related activities. Initial and renewal franchise fees are payable by the franchisee upon a new restaurant opening or renewal of an existing franchise agreement. Our franchise agreement royalties, inclusive of advertising fund contributions, represent sales-based royalties that are related entirely to our performance obligation under the franchise agreement and are recognized as franchise sales occur. We separately classify advertising fund contributions in Advertising revenues while all other franchise revenues are classified in Franchise and property revenues. Additionally, initial and renewal franchise fees are recognized as revenue on a straight-line basis over the term of the respective agreement. Our performance obligation under development agreements other than MFDAs generally consists of an obligation to grant exclusive development rights over a stated term. These development rights are not distinct from franchise agreements, so upfront fees paid by franchisees for exclusive development rights are deferred and apportioned to each franchise restaurant opened by the franchisee. The pro rata amount apportioned to each restaurant is accounted for as an initial franchise fee.

We have a distinct performance obligation under our MFDAs to grant subfranchising rights over a stated term. Under the terms of MFDAs, we typically either receive an upfront fee paid in cash and/or receive noncash consideration in the form of an equity interest in the master franchisee or an affiliate of the master franchisee. We account for noncash consideration as investments in the applicable equity method investee and recognize revenue in an amount equal to the fair value of the equity interest received. Upfront fees from master franchisees, including the fair value of noncash consideration, are deferred and amortized over the MFDA term on a

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straight-line basis. We may recognize unamortized upfront fees when a contract with a franchisee or master franchisee is modified and is accounted for as a termination of the existing contract.

The portion of gift cards sold to customers which are never redeemed is commonly referred to as gift card breakage. We recognize gift card breakage income proportionately as each gift card is redeemed using an estimated breakage rate based on our historical experience.

### *Property revenues*

Property revenues consists of rental income from properties we lease or sublease to franchisees. Property revenues are accounted for in accordance with applicable accounting guidance for leases and are excluded from the scope of revenue recognition guidance.

### *Advertising and Promotional Costs*

Company restaurants and franchise restaurants contribute to advertising funds that our subsidiaries manage in the United States and Canada and certain other international markets. The advertising funds expense the production costs of advertising when the advertisements are first aired or displayed. All other advertising and promotional costs are expensed in the period incurred. Under our franchise agreements, advertising contributions received from franchisees must be spent on advertising, product development, marketing and related activities. The advertising contributions by Company restaurants (including Restaurant VIEs) are eliminated in consolidation.

### *Deferred Financing Costs*

Deferred financing costs are amortized over the term of the related debt agreement into interest expense using the effective interest method.

### *Income Taxes*

Amounts in the Financial Statements related to income taxes are calculated using the principles of ASC Topic 740, *Income Taxes*. Under these principles, deferred tax assets and liabilities reflect the impact of temporary differences between the amounts of assets and liabilities recognized for financial reporting purposes and the amounts recognized for tax purposes, as well as tax credit carry-forwards and loss carry-forwards. These deferred taxes are measured by applying currently enacted tax rates. A deferred tax asset is recognized when it is considered more-likely-than-not to be realized. The effects of changes in tax rates on deferred tax assets and liabilities are recognized in income in the year in which the law is enacted. A valuation allowance reduces deferred tax assets when it is more-likely-than-not that some portion or all of the deferred tax assets will not be realized.

We recognize positions taken or expected to be taken in a tax return in the Financial Statements when it is more-likely-than-not (i.e., a likelihood of more than 50%) that the position would be sustained upon examination by tax authorities. A recognized tax position is then measured at the largest amount of benefit with greater than 50% likelihood of being realized upon ultimate settlement.

Translation gains and losses resulting from the remeasurement of foreign deferred tax assets or liabilities denominated in a currency other than the functional currency are classified as other operating expenses (income), net in the consolidated statements of operations.

### *Share-based Compensation*

Compensation expense related to the issuance of share-based awards to our employees is measured at fair value on the grant date. We use the Black-Scholes option pricing model to value stock options. The fair value of restricted stock units is based on the closing price of our stock at the award date. If applicable, our total shareholder return relative to our peer group is incorporated into the underlying assumptions using a Monte Carlo simulation valuation model to calculate grant date fair value for performance based awards with a market condition. The compensation expense for awards that vest over a future service period is recognized over the requisite service period on a straight-line basis, adjusted for estimated forfeitures of awards that are not expected to vest. We use historical data to estimate forfeitures for share-based awards. Upon the end of the service period, compensation expense is adjusted to account for the actual forfeiture rate. The compensation expense for awards that contain performance conditions is recognized when it is probable that the performance conditions will be achieved.

***New Accounting Pronouncements***

*Simplifying the Accounting for Income Taxes* – In December 2019, the FASB issued guidance which simplifies the accounting for income taxes by removing certain exceptions and by clarifying and amending existing guidance applicable to accounting for income taxes. The amendment is effective commencing in 2021 with early adoption permitted. The adoption of this new guidance in 2021 did not have a material impact on our Financial Statements.

*Accounting Relief for the Transition Away from LIBOR and Certain other Reference Rates* – In March 2020 and as clarified in January 2021, the FASB issued guidance which provides optional expedients and exceptions for applying U.S. GAAP to contracts, hedging relationships, and other transactions that reference LIBOR or another reference rate expected to be discontinued because of reference rate reform. This amendment is effective as of March 12, 2020 through December 31, 2022. The expedients and exceptions provided by this new guidance do not apply to contract modifications made and hedging relationships entered into or evaluated after December 31, 2022, except for hedging relationships existing as of December 31, 2022, that an entity has elected certain optional expedients for and that are retained through the end of the hedging relationships. During the third quarter of 2021, we adopted certain of the expedients as it relates to hedge accounting as certain of our debt agreements and hedging relationships bear interest at variable rates, primarily U.S. dollar LIBOR. The adoption of and future elections under this new guidance did not and are not expected to have a material impact on our Financial Statements. We will continue to monitor the discontinuance of LIBOR on our debt agreements and hedging relationships.

*Lessors—Certain Leases with Variable Lease Payments* – In July 2021, the FASB issued guidance that requires lessors to classify and account for a lease with variable lease payments that do not depend on a reference index or a rate as an operating lease if (a) the lease would have been classified as a sales-type lease or a direct financing lease in accordance with lease classification criteria and (b) the lessor would have otherwise recognized a day-one loss. This amendment is effective in 2022 with early adoption permitted. This guidance may be applied either retrospectively to leases that commenced or were modified on or after the adoption of lease guidance we adopted in 2019 or prospectively to leases that commence or are modified on or after the date that this new guidance is applied. We do not expect that the adoption of this new guidance will have a material impact on our Financial Statements.

*Accounting for Contract Assets and Contract Liabilities from Contracts with Customers*— In October 2021, the FASB issued guidance which requires contract assets and contract liabilities (i.e., unearned revenue) acquired in a business combination to be recognized and measured in accordance with revenue from contracts with customers guidance. Currently, we recognize contract assets and contract liabilities at the acquisition date based on fair value estimates, which historically has resulted in a reduction to unearned revenue on the balance sheet, and therefore, a reduction to revenues that would have otherwise been recorded as an independent entity. This guidance is effective for interim and annual periods beginning after December 15, 2022 on a prospective basis, with early adoption permitted. During the fourth quarter of 2021, we adopted this guidance which did not have a material impact on our Financial Statements.

### Note 3. Firehouse Acquisition

On December 15, 2021, we completed the acquisition of Firehouse Subs (the “Firehouse Acquisition”) which complements RBI’s existing portfolio. Like RBI’s other brands, the *Firehouse Subs* brand is managed independently, while benefiting from the global scale and resources of RBI. The Firehouse Acquisition was accounted for as a business combination using the acquisition method of accounting.

Total consideration in connection with the Firehouse Acquisition was \$1,033 million, subject to post-closing adjustments. The consideration was funded through cash on hand and \$533 million of incremental borrowings under our Term Loan Facility - See Note 9, *Long-Term Debt*.

Fees and expenses related to the Firehouse Acquisition and related financings (“FHS Transaction costs”) totaled \$18 million, consisting primarily of professional fees and compensation related expenses which are classified as general and administrative expenses in the accompanying consolidated statements of operations.

The preliminary allocation of consideration to the net tangible and intangible assets acquired is presented in the table below (in millions):

	<b>December 15, 2021</b>	
Total current assets	\$	21
Property and equipment		4
<i>Firehouse Subs</i> brand		768
Total liabilities		(13)
Total identifiable net assets		780
Goodwill		253
Total consideration	\$	<u>1,033</u>

The purchase price allocation reflects preliminary fair value estimates based on management’s analysis, including preliminary work performed by third-party valuation specialists. We will continue to obtain information to assist in determining the fair value of net assets acquired during the measurement period.

The Firehouse Subs brand has been assigned an indefinite life and, therefore, will not be amortized, but rather tested annually for impairment. Goodwill attributable to the Firehouse Acquisition will be amortized and deductible for tax purposes. Goodwill is considered to represent the value associated with the workforce and synergies anticipated to be realized as a combined company. We have not yet allocated goodwill related to the Firehouse Acquisition to reporting units for goodwill impairment testing purposes. Goodwill will be allocated to reporting units when the purchase price allocation is finalized during the measurement period.

The results of operations of Firehouse Subs have been included in our consolidated financial statements from the acquisition date of December 15, 2021 through December 26, 2021, the fiscal year end for FHS. The Firehouse Acquisition is not material to our consolidated financial statements, and therefore, supplemental pro forma financial information related to the acquisition is not included herein.

**Note 4. Earnings per Share**

An economic interest in Partnership common equity is held by the holders of Class B exchangeable limited partnership units (the “Partnership exchangeable units”), which is reflected as a noncontrolling interest in our equity. See Note 13, *Shareholders’ Equity*.

Basic and diluted earnings per share is computed using the weighted average number of shares outstanding for the period. We apply the treasury stock method to determine the dilutive weighted average common shares represented by outstanding equity awards, unless the effect of their inclusion is anti-dilutive. The diluted earnings per share calculation assumes conversion of 100% of the Partnership exchangeable units under the “if converted” method. Accordingly, the numerator is also adjusted to include the earnings allocated to the holders of noncontrolling interests.

The following table summarizes the basic and diluted earnings per share calculations (in millions, except per share amounts):

	<u>2021</u>	<u>2020</u>	<u>2019</u>
<b>Numerator:</b>			
Net income attributable to common shareholders - basic	\$ 838	\$ 486	\$ 643
Add: Net income attributable to noncontrolling interests	411	262	466
Net income available to common shareholders and noncontrolling interests - diluted	<u>\$ 1,249</u>	<u>\$ 748</u>	<u>\$ 1,109</u>
<b>Denominator:</b>			
Weighted average common shares - basic	310	302	268
Exchange of noncontrolling interests for common shares (Note 12)	151	162	194
Effect of other dilutive securities	3	4	7
Weighted average common shares - diluted	<u>464</u>	<u>468</u>	<u>469</u>
Basic earnings per share (a)	\$ 2.71	\$ 1.61	\$ 2.40
Diluted earnings per share (a)	\$ 2.69	\$ 1.60	\$ 2.37
Anti-dilutive securities outstanding	3	6	3

(a) Earnings per share may not recalculate exactly as it is calculated based on unrounded numbers.

**Note 5. Property and Equipment, net**

Property and equipment, net, consist of the following (in millions):

	<b>As of December 31,</b>	
	<u>2021</u>	<u>2020</u>
Land	\$ 1,011	\$ 1,007
Buildings and improvements	1,200	1,192
Restaurant equipment	193	163
Furniture, fixtures, and other	257	242
Finance leases	323	289
Construction in progress	30	17
	<u>3,014</u>	<u>2,910</u>
Accumulated depreciation and amortization	(979)	(879)
Property and equipment, net	<u>\$ 2,035</u>	<u>\$ 2,031</u>

Depreciation and amortization expense on property and equipment totaled \$148 million for 2021, \$140 million for 2020 and \$136 million for 2019.

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Included in our property and equipment, net at December 31, 2021 and 2020 are \$246 million and \$238 million, respectively, of assets leased under finance leases (mostly buildings and improvements), net of accumulated depreciation and amortization of \$77 million and \$51 million, respectively.

### Note 6. Intangible Assets, net and Goodwill

Intangible assets, net and goodwill consist of the following (in millions):

	As of December 31,					
	2021			2020		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
Identifiable assets subject to amortization:						
Franchise agreements	\$ 722	\$ (290)	\$ 432	\$ 735	\$ (264)	\$ 471
Favorable leases	104	(63)	41	117	(66)	51
Subtotal	826	(353)	473	852	(330)	522
Indefinite-lived intangible assets:						
<i>Tim Hortons</i> brand	\$ 6,695	\$ —	\$ 6,695	\$ 6,650	\$ —	\$ 6,650
<i>Burger King</i> brand	2,126	—	2,126	2,174	—	2,174
<i>Popeyes</i> brand	1,355	—	1,355	1,355	—	1,355
<i>Firehouse Subs</i> brand	768	—	768	—	—	—
Subtotal	10,944	—	10,944	10,179	—	10,179
Intangible assets, net			\$ 11,417			\$ 10,701
Goodwill						
Tim Hortons segment	\$ 4,306			\$ 4,279		
Burger King segment	601			614		
Popeyes segment	846			846		
Firehouse segment	253			—		
Total	\$ 6,006			\$ 5,739		

Amortization expense on intangible assets totaled \$41 million for 2021, \$43 million for 2020, and \$44 million for 2019. The change in the brands and goodwill balances during 2021 was due to the acquisition of Firehouse Subs and the impact of foreign currency translation.

As of December 31, 2021, the estimated future amortization expense on identifiable assets subject to amortization is as follows (in millions):

Twelve-months ended December 31,	Amount
2022	\$ 39
2023	37
2024	36
2025	34
2026	34
Thereafter	293
Total	\$ 473



**Note 7. Equity Method Investments**

The aggregate carrying amount of our equity method investments was \$194 million and \$205 million as of December 31, 2021 and 2020, respectively, and is included as a component of Other assets, net in our consolidated balance sheets.

Except for the following equity method investments, no quoted market prices are available for our other equity method investments. The aggregate market value of our 15.5% equity interest in Carrols Restaurant Group, Inc. (“Carrols”) based on the quoted market price on December 31, 2021 is approximately \$28 million. The aggregate market value of our 9.4% equity interest in BK Brasil Operação e Assessoria a Restaurantes S.A. based on the quoted market price on December 31, 2021 is approximately \$28 million. We have evaluated recent declines in the market value of these equity method investments and concluded they are not other than temporary and as such no impairments have been recognized during 2021.

We have equity interests in entities that own or franchise Tim Hortons or Burger King restaurants. Franchise and property revenue recognized from franchisees that are owned or franchised by entities in which we have an equity interest consist of the following (in millions):

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Revenues from affiliates:			
Royalties	\$ 350	\$ 239	\$ 290
Advertising revenues	67	50	55
Property revenues	32	32	33
Franchise fees and other revenue	21	14	10
Total	<u>\$ 470</u>	<u>\$ 335</u>	<u>\$ 388</u>

At December 31, 2021 and 2020, we had \$48 million and \$52 million, respectively, of accounts receivable, net from our equity method investments which were recorded in accounts and notes receivable, net in our consolidated balance sheets.

With respect to our TH business, the most significant equity method investment is our 50.0% joint venture interest with The Wendy’s Company (the “TIMWEN Partnership”), which jointly holds real estate underlying Canadian combination restaurants. Distributions received from this joint venture were \$16 million, \$8 million and \$13 million during 2021, 2020 and 2019, respectively.

We recognized rent expense associated with the TIMWEN Partnership of \$18 million, \$15 million, and \$19 million during 2021, 2020 and 2019, respectively.

(Income) loss from equity method investments reflects our share of investee net income or loss, non-cash dilution gains or losses from changes in our ownership interests in equity method investees and basis difference amortization. We recorded increases to the carrying value of our equity method investment balances and non-cash dilution gains in the amounts of \$11 million during 2019. No non-cash dilution gains were recorded during 2021 and 2020. The dilution gains resulted from the issuance of capital stock by our equity method investees, which reduced our ownership interests in these equity method investments. The dilution gains we recorded in connection with the issuance of capital stock reflect adjustments to the differences between the amount of underlying equity in the net assets of equity method investees before and after their issuance of capital stock.



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**Note 8. Other Accrued Liabilities and Other Liabilities**

Other accrued liabilities (current) and other liabilities, net (non-current) consist of the following (in millions):

	<b>As of December 31,</b>	
	<b>2021</b>	<b>2020</b>
Current:		
Dividend payable	\$ 241	\$ 239
Interest payable	63	66
Accrued compensation and benefits	99	78
Taxes payable	106	122
Deferred income	48	42
Accrued advertising expenses	43	59
Restructuring and other provisions	90	12
Current portion of operating lease liabilities	140	137
Other	117	80
Other accrued liabilities	<u>\$ 947</u>	<u>\$ 835</u>
Non-current:		
Taxes payable	\$ 533	\$ 626
Contract liabilities (see Note 15)	531	528
Derivatives liabilities	575	865
Unfavorable leases	65	81
Accrued pension	47	70
Deferred income	37	28
Other	34	38
Other liabilities, net	<u>\$ 1,822</u>	<u>\$ 2,236</u>

**Note 9. Long-Term Debt**

Long-term debt consist of the following (in millions):

	<b>As of December 31,</b>	
	<b>2021</b>	<b>2020</b>
Term Loan B	\$ 5,243	\$ 5,297
Term Loan A	1,250	731
4.25% First Lien Senior Notes due 2024	—	775
3.875% First Lien Senior Notes due 2028	1,550	750
5.75% First Lien Senior Notes due 2025	500	500
3.50% First Lien Senior Notes due 2029	750	750
4.375% Second Lien Senior Notes due 2028	750	750
4.00% Second Lien Senior Notes due 2030	2,900	2,900
TH Facility and other	173	178
Less: unamortized deferred financing costs and deferred issuance discount	(138)	(155)
Total debt, net	<u>12,978</u>	<u>12,476</u>
Less: current maturities of debt	(62)	(79)
Total long-term debt	<u>\$ 12,916</u>	<u>\$ 12,397</u>

### ***Credit Facilities***

On December 13, 2021, two of our subsidiaries (the “Borrowers”) entered into a fifth incremental facility amendment and a sixth amendment (the “2021 Amendment”) to the credit agreement governing our senior secured term loan A facility (the “Term Loan A”), our senior secured term loan B facility (the “Term Loan B” and together with the Term Loan A the “Term Loan Facilities”) and our \$1,000 million senior secured revolving credit facility (including revolving loans, swingline loans and letters of credit) (the “Revolving Credit Facility” and together with the Term Loan Facilities, the “Credit Facilities”). The 2021 Amendment increased the existing Term Loan A with \$717 million outstanding to a \$1,250 million Term Loan A and extended the maturity date of the Term Loan A and Revolving Credit Facility from October 7, 2024 to December 13, 2026 (subject to earlier maturity in specified circumstances). The security and guarantees under the Revolving Credit Facility and Term Loan A are the same as those under the existing facilities. The proceeds from the increase in the Term Loan A were used with cash on hand to complete the Firehouse Acquisition. In connection with the 2021 Amendment, we capitalized approximately \$12 million in debt issuance costs.

The 2021 Amendment also amended the interest rate applicable to the Revolving Credit Facility and the Term Loan A to incorporate SOFR. The interest rate applicable to the Term Loan A and Revolving Credit Facility is, at our option, either (a) a base rate, subject to a floor of 1.00%, plus an applicable margin varying from 0.00% to 0.50%, or (b) Adjusted Term SOFR (Adjusted Term SOFR is calculated as Term SOFR plus a 0.10% adjustment), subject to a floor of 0.00%, plus an applicable margin varying between 0.75% and 1.50%, in each case, determined by reference to a net first lien leverage-based pricing grid. The commitment fee on the unused portion of the Revolving Credit Facility is 0.15%. At December 31, 2021, the interest rate on the Term Loan A was 1.40%. The principal amount of the Term Loan A amortizes in quarterly installments equal to \$8 million beginning March 31, 2023 until September 30, 2024 and thereafter in quarterly installments equal to \$16 million until maturity, with the balance payable at maturity. The 2021 Amendment includes amendments to certain negative covenants to provide increased flexibility. The 2021 Amendment made no other material changes to the terms of the Credit Agreement.

The maturity date of our Term Loan B is November 19, 2026 and the interest rate applicable to our Term Loan B is, at our option, either (a) a base rate, subject to a floor of 1.00%, plus an applicable margin of 0.75%, or (b) a Eurocurrency rate, subject to a floor of 0.00%, plus an applicable margin of 1.75%. At December 31, 2021, the interest rate on the Term Loan B was 1.85%. The principal amount of the Term Loan B amortizes in quarterly installments equal to \$13 million until maturity, with the balance payable at maturity.

On April 2, 2020, the Borrowers entered into a fifth amendment (the “Fifth Amendment”) to the credit agreement (the “Credit Agreement”) governing our Credit Facilities. The Fifth Amendment provides the Borrowers with the option to comply with a \$1,000 million minimum liquidity covenant in lieu of the 6.50:1.00 net first lien senior secured leverage ratio financial maintenance covenant for the period after June 30, 2020 and prior to September 30, 2021. Additionally, for the periods ending September 30, 2021 and December 31, 2021, to determine compliance with the net first lien senior secured leverage ratio, we are permitted to annualize the Adjusted EBITDA (as defined in the Credit Agreement) for the three months ending September 30, 2021 and six months ending December 31, 2021, respectively, in lieu of calculating the ratio based on Adjusted EBITDA for the prior four quarters. There were no other material changes to the terms of the Credit Agreement.

### ***Revolving Credit Facility***

As of December 31, 2021, we had no amounts outstanding under our Revolving Credit Facility. Funds available under the Revolving Credit Facility may be used to repay other debt, finance debt or share repurchases, to fund acquisitions or capital expenditures and for other general corporate purposes. We have a \$125 million letter of credit sublimit as part of the Revolving Credit Facility, which reduces our borrowing availability thereunder by the cumulative amount of outstanding letters of credit. The interest rate applicable to amounts drawn under each letter of credit is 0.75% to 1.50%, depending on our net first lien leverage ratio. As of December 31, 2021, we had \$2 million of letters of credit issued against the Revolving Credit Facility, and our borrowing availability was \$998 million.

Obligations under the Credit Facilities are guaranteed on a senior secured basis, jointly and severally, by the direct parent company of one of the Borrowers and substantially all of its Canadian and U.S. subsidiaries, including The TDL Group Corp., Burger King Corporation, Popeyes Louisiana Kitchen, Inc., FRG, LLC and substantially all of their respective Canadian and U.S. subsidiaries (the “Credit Guarantors”). Amounts borrowed under the Credit Facilities are secured on a first priority basis by a perfected security interest in substantially all of the present and future property (subject to certain exceptions) of each Borrower and Credit Guarantor.

### ***4.25% First Lien Senior Notes due 2024***

During 2017, the Borrowers entered into an indenture (the “4.25% First Lien Senior Notes Indenture”) in connection with the issuance of \$1,500 million of 4.25% first lien senior notes due May 15, 2024 (the “4.25% First Lien Senior Notes due 2024”). No principal payments were due until maturity and interest is paid semi-annually. The net proceeds from the offering of the 4.25% First Lien Senior Notes due 2024, together with other sources of liquidity, were used to redeem all of the outstanding Class A 9.0% cumulative compounding perpetual voting preferred shares and for other general corporate purposes. In connection with the issuance

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of the 4.25% First Lien Senior Notes due 2024, we capitalized approximately \$13 million in debt issuance costs. As detailed below, during 2020 we redeemed \$725 million of the 4.25% First Lien Senior Notes due 2024 and during 2021 we redeemed the remaining outstanding balance of \$775 million.

### ***3.875% First Lien Senior Notes due 2028***

On September 24, 2019, the Borrowers entered into an indenture (the “3.875% First Lien Senior Notes Indenture”) in connection with the issuance of \$750 million of 3.875% first lien senior notes due January 15, 2028 (the “2019 3.875% Senior Notes”). On July 6, 2021, the Borrowers issued an additional \$800 million under the 3.875% First Lien Senior Notes Indenture (the “Additional Notes” and together with the 2019 3.875% Senior Notes, the “3.875% First Lien Senior Notes due 2028”). No principal payments are due until maturity and interest is paid semi-annually. The net proceeds from the offering of the 2019 3.875% Senior Notes and a portion of the net proceeds from the Term Loan A were used to redeem the entire outstanding principal balance of \$1,250 million of 4.625% first lien secured notes due January 15, 2022 and to pay related fees and expenses. In connection with the issuance of the 2019 3.875% Senior Notes, we capitalized approximately \$10 million in debt issuance costs. In connection with the redemption of the entire outstanding principal balance of the 4.625% first lien secured notes due January 15, 2022, we recorded a loss on early extinguishment of debt of \$3 million that primarily reflects the write-off of related unamortized debt issuance costs. The Additional Notes were priced at 100.250% of their face value. The net proceeds from the offering of the Additional Notes were used to redeem the remaining \$775 million principal amount outstanding of the 4.25% First Lien Senior Notes due 2024 on July 15, 2021, plus any accrued and unpaid interest thereon, and pay related redemption premiums, fees and expenses. In connection with the issuance of the Additional Notes, we capitalized approximately \$7 million in debt issuance costs. In connection with the redemption of the remaining \$775 million principal amount outstanding of the 4.25% First Lien Senior Notes due 2024, we recorded a loss on early extinguishment of debt of \$11 million that primarily reflects the payment of redemption premiums and the write-off of unamortized debt issuance costs.

Obligations under the 3.875% First Lien Senior Notes due 2028 are guaranteed on a senior secured basis, jointly and severally, by the Borrowers and substantially all of the Borrower's Canadian and U.S. subsidiaries, including The TDL Group Corp., Burger King Corporation, Popeyes Louisiana Kitchen, Inc., FRG, LLC and substantially all of their respective Canadian and U.S. subsidiaries (the “Note Guarantors”). The 3.875% First Lien Senior Notes due 2028 are first lien senior secured obligations and rank equal in right of payment with all of the existing and future first lien senior debt of the Borrowers and Note Guarantors, including borrowings and guarantees under our Credit Facilities.

The 3.875% First Lien Senior Notes due 2028 may be redeemed in whole or in part, on or after September 15, 2022, at the redemption prices set forth in the 3.875% First Lien Senior Notes Indenture, plus accrued and unpaid interest, if any, at the date of redemption. The 3.875% First Lien Senior Notes Indenture also contains optional redemption provisions related to tender offers, change of control and equity offerings, among others.

### ***5.75% First Lien Senior Notes due 2025***

On April 7, 2020, the Borrowers entered into an indenture (the “5.75% First Lien Senior Notes Indenture”) in connection with the issuance of \$500 million of 5.75% first lien notes due April 15, 2025 (the “5.75% First Lien Senior Notes due 2025”). No principal payments are due until maturity and interest is paid semi-annually. The net proceeds from the offering of the 5.75% First Lien Senior Notes due 2025 were used for general corporate purposes. In connection with the issuance of the 5.75% First Lien Senior Notes due 2025, we capitalized approximately \$10 million in debt issuance costs.

Obligations under the 5.75% First Lien Senior Notes due 2025 are guaranteed on a senior secured basis, jointly and severally, by the Note Guarantors. The 5.75% First Lien Senior Notes due 2025 are first lien senior secured obligations and rank equal in right of payment with all of the existing and future first lien senior debt of the Borrowers and Note Guarantors, including borrowings and guarantees of the Credit Facilities.

Our 5.75% First Lien Senior Notes due 2025 may be redeemed in whole or in part, on or after April 15, 2022 at the redemption prices set forth in the 5.75% First Lien Senior Notes Indenture, plus accrued and unpaid interest, if any, at the date of redemption. The 5.75% First Lien Senior Notes Indenture also contains optional redemption provisions related to tender offers, change of control and equity offerings, among others.

### ***3.50% First Lien Senior Notes due 2029***

On November 9, 2020, the Borrowers entered into an indenture (the “3.50% First Lien Senior Notes Indenture”) in connection with the issuance of \$750 million of 3.50% first lien notes due February 15, 2029 (the “3.50% First Lien Senior Notes due 2029”). No principal payments are due until maturity and interest is paid semi-annually. The proceeds from the offering of the 3.50% First Lien Senior Notes due 2029, together with cash on hand, were used to redeem \$725 million of the 4.25% First Lien Senior Notes due 2024 and pay related redemption premiums, fees and expenses. In connection with the issuance of the 3.50% First Lien Senior Notes due 2029, we capitalized approximately \$7 million in debt issuance costs. In connection with the redemption of the 4.25% First Lien

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Senior Notes due 2024, we recorded a loss on early extinguishment of debt of \$19 million that primarily reflects the payment of premiums to redeem the notes and the write-off of unamortized debt issuance costs.

Obligations under the 3.50% First Lien Senior Notes due 2029 are guaranteed on a senior secured basis, jointly and severally, by the Note Guarantors. The 3.50% First Lien Senior Notes due 2029 are first lien senior secured obligations and rank equal in right of payment with all of the existing and future first lien senior debt of the Borrowers and Note Guarantors, including borrowings and guarantees of the Credit Facilities.

Our 3.50% First Lien Senior Notes due 2029 may be redeemed in whole or in part, on or after February 15, 2024 at the redemption prices set forth in the 3.50% First Lien Senior Notes Indenture, plus accrued and unpaid interest, if any, at the date of redemption. The 3.50% First Lien Senior Notes Indenture also contains optional redemption provisions related to tender offers, change of control and equity offerings, among others.

### ***4.375% Second Lien Senior Notes due 2028***

On November 19, 2019, the Borrowers entered into an indenture (the “4.375% Second Lien Senior Notes Indenture”) in connection with the issuance of \$750 million of 4.375% second lien senior notes due January 15, 2028 (the “4.375% Second Lien Senior Notes due 2028”). No principal payments are due until maturity and interest is paid semi-annually. The net proceeds from the offering of the 4.375% Second Lien Senior Notes due 2028, together with cash on hand, were used to repay \$720 million of the Term Loan B outstanding aggregate principal balance and to pay related fees and expenses in connection with the fourth amendment to our credit agreement. In connection with the issuance of the 4.375% Second Lien Senior Notes due 2028, we capitalized approximately \$6 million in debt issuance costs.

Obligations under the 4.375% Second Lien Senior Notes due 2028 are guaranteed on a second priority senior secured basis, jointly and severally, by the Note Guarantors. The 4.375% Second Lien Senior Notes due 2028 are second lien senior secured obligations and rank equal in right of payment with all of the existing and future senior debt of the Borrowers and Note Guarantors, including borrowings and guarantees of the Credit Facilities, and effectively subordinated to all of the existing and future first lien senior debt of the Borrowers and Note Guarantors.

Our 4.375% Second Lien Senior Notes due 2028 may be redeemed in whole or in part, on or after November 15, 2022 at the redemption prices set forth in the 4.375% Second Lien Senior Notes Indenture, plus accrued and unpaid interest, if any, at the date of redemption. The 4.375% Second Lien Senior Notes Indenture also contains redemption provisions related to tender offers, change of control and equity offerings, among others.

### ***4.00% Second Lien Senior Notes due 2030***

During 2020, the Borrowers entered into an indenture (the “4.00% Second Lien Senior Notes Indenture”) in connection with the issuance of \$2,900 million of 4.00% second lien notes due October 15, 2030 (the “4.00% Second Lien Senior Notes due 2030”). No principal payments are due until maturity and interest is paid semi-annually. The proceeds from the offering of the 4.00% Second Lien Senior Notes due 2030 were used to redeem the entire outstanding principal balance of \$2,800 million of 5.00% second lien senior notes due October 15, 2025 (the “5.00% Second Lien Senior Notes due 2025”), pay related redemption premiums, fees and expenses. In connection with the issuance of the 4.00% Second Lien Senior Notes due 2030, we capitalized approximately \$26 million in debt issuance costs. In connection with the full redemption of the 5.00% Second Lien Senior Notes due 2025, we recorded a loss on early extinguishment of debt of \$79 million that primarily reflects the payment of premiums to redeem the notes and the write-off of unamortized debt issuance costs.

Obligations under the 4.00% Second Lien Senior Notes due 2030 are guaranteed on a second priority senior secured basis, jointly and severally, by the Note Guarantors. The 4.00% Second Lien Senior Notes due 2030 are second lien senior secured obligations and rank equal in right of payment will all of the existing and future senior debt of the Borrowers and Note Guarantors and effectively subordinated to all of the existing and future first lien senior debt of the Borrowers and Note Guarantors.

Our 4.00% Second Lien Senior Notes due 2030 may be redeemed in whole or in part, on or after October 15, 2025 at the redemption prices set forth in the 4.00% Second Lien Senior Notes Indenture, plus accrued and unpaid interest, if any, at the date of redemption. The 4.00% Second Lien Senior Notes Indenture also contains optional redemption provisions related to tender offers, change of control and equity offerings, among others.

### ***Restrictions and Covenants***

Our Credit Facilities, as well as the 3.875% First Lien Senior Notes Indenture, 5.75% First Lien Senior Notes Indenture, 3.50% First Lien Senior Notes Indenture, 4.375% Second Lien Senior Notes Indenture and 4.00% Second Lien Senior Notes Indenture (all together the “Senior Notes Indentures”) contain a number of customary affirmative and negative covenants that, among other things, limit or restrict our ability and the ability of certain of our subsidiaries to: incur additional indebtedness; incur liens; engage in mergers, consolidations, liquidations and dissolutions; sell assets; pay dividends and make other payments in respect of capital stock;

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make investments, loans and advances; pay or modify the terms of certain indebtedness; and engage in certain transactions with affiliates. In addition, under the Credit Facilities, the Borrowers are not permitted to exceed a first lien senior secured leverage ratio of 6.50 to 1.00 when, as of the end of any fiscal quarter beginning with the first fiscal quarter of 2020, (1) any amounts are outstanding under the Term Loan A and/or (2) the sum of (i) the amount of letters of credit outstanding exceeding \$50 million (other than those that are cash collateralized); (ii) outstanding amounts under the Revolving Credit Facility and (iii) outstanding amounts of swing line loans, exceeds 30.0% of the commitments under the Revolving Credit Facility. The Fifth Amendment provides that for periods ended September 30, 2021 and December 31, 2021, to determine compliance with the net first lien senior secured leverage ratio, we are permitted to annualize the Adjusted EBITDA (as defined in the Credit Agreement) for the three months ended September 30, 2021 and six months ended December 31, 2021, respectively, in lieu of calculating the ratio based on Adjusted EBITDA for the prior four quarters.

The restrictions under the Credit Facilities and the Senior Notes Indentures have resulted in substantially all of our consolidated assets being restricted.

As of December 31, 2021, we were in compliance with applicable financial debt covenants under the Credit Facilities and the Senior Notes Indentures and there were no limitations on our ability to draw on the remaining availability under our Revolving Credit Facility.

### ***TH Facility***

One of our subsidiaries entered into a non-revolving delayed drawdown term credit facility in a total aggregate principal amount of C\$225 million with a maturity date of October 4, 2025 (the “TH Facility”). The interest rate applicable to the TH Facility is the Canadian Bankers’ Acceptance rate plus an applicable margin equal to 1.40% or the Prime Rate plus an applicable margin equal to 0.40%, at our option. Obligations under the TH Facility are guaranteed by four of our subsidiaries, and amounts borrowed under the TH Facility are secured by certain parcels of real estate. As of December 31, 2021, we had outstanding C\$214 million under the TH Facility with a weighted average interest rate of 1.85%.

### ***RE Facility***

One of our subsidiaries entered into a non-revolving delayed drawdown term credit facility in a total aggregate principal amount of \$50 million with a maturity date of October 12, 2028 (the “RE Facility”). The interest rate applicable to the RE Facility is, at our option, either (i) a base rate, subject to a floor of 0.50%, plus an applicable margin of 0.50% or (ii) Adjusted Term SOFR (Adjusted Term SOFR is calculated as Term SOFR plus a margin based on duration), subject to a floor of 0.00%, plus an applicable margin of 1.50%. Obligations under the RE Facility are guaranteed by four of our subsidiaries, and amounts borrowed under the RE Facility are secured by certain parcels of real estate. As of December 31, 2021, we had no amounts outstanding under the RE Facility.

### ***Debt Issuance Costs***

During 2021, 2020 and 2019, we incurred aggregate deferred financing costs of \$19 million, \$43 million and \$50 million, respectively.

### ***Loss on Early Extinguishment of Debt***

During 2021, we recorded an \$11 million loss on early extinguishment of debt that primarily reflects the payment of redemption premiums and the write-off of unamortized debt issuance costs in connection with the redemption of the remaining \$775 million principal amount outstanding of the 4.25% First Lien Senior Notes due 2024. During 2020, we recorded a \$98 million loss on early extinguishment of debt that primarily reflects the payment of premiums and the write-off of unamortized debt issuance costs in connection with the full redemption of the 5.00% Second Lien Senior Notes due 2025 and the partial redemption of the 4.25% First Lien Senior Notes due 2024. During 2019, we recorded a \$23 million loss on early extinguishment of debt, which primarily reflects the write-off of unamortized debt issuance costs and discounts in connection with the prepayment and refinancing of the Term Loan B and the redemption of the entire outstanding principal balance of the 4.625% first lien secured notes due January 15, 2022.

### ***Maturities***

The aggregate maturities of our long-term debt as of December 31, 2021 are as follows (in millions):

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<u>Year Ended December 31,</u>	<u>Principal Amount</u>
2022	\$ 62
2023	98
2024	108
2025	750
2026	6,148
Thereafter	5,950
<b>Total</b>	<b>\$ 13,116</b>

### *Interest Expense, net*

Interest expense, net consists of the following (in millions):

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Debt (a)	\$ 461	\$ 471	\$ 503
Finance lease obligations	20	20	20
Amortization of deferred financing costs and debt issuance discount	27	26	29
Interest income	(3)	(9)	(20)
Interest expense, net	<u>\$ 505</u>	<u>\$ 508</u>	<u>\$ 532</u>

- (a) Amount includes \$45 million, \$69 million and \$70 million benefit during 2021, 2020 and 2019, respectively, related to the quarterly net settlements of our cross-currency rate swaps and amortization of the Excluded Component as defined in Note 12, *Derivatives*.



**Note 10. Leases**

As of December 31, 2021, we leased or subleased 5,069 restaurant properties to franchisees and 164 non-restaurant properties to third parties under operating leases, direct financing leases and sales-type leases where we are the lessor. Initial lease terms generally range from 10 to 20 years. Most leases to franchisees provide for fixed monthly payments and many provide for future rent escalations and renewal options. Certain leases also include provisions for variable rent, determined as a percentage of sales, generally when annual sales exceed specific levels. Lessees typically bear the cost of maintenance, insurance and property taxes.

We lease land, buildings, equipment, office space and warehouse space from third parties. Land and building leases generally have an initial term of 10 to 20 years, while land-only lease terms can extend longer, and most leases provide for fixed monthly payments. Many of these leases provide for future rent escalations and renewal options. Certain leases also include provisions for variable rent payments, determined as a percentage of sales, generally when annual sales exceed specified levels. Most leases also obligate us to pay, as lessee, variable lease cost related to maintenance, insurance and property taxes.

We transitioned to ASC 842 on January 1, 2019 on a modified retrospective basis using the effective date transition method. Our transition to ASC 842 represents a change in accounting principle. The \$21 million cumulative effect of our transition to ASC 842 is reflected as an adjustment to January 1, 2019 Shareholders' equity.

**Company as Lessor**

Assets leased to franchisees and others under operating leases where we are the lessor and which are included within our property and equipment, net are as follows (in millions):

	<b>As of December 31,</b>	
	<b>2021</b>	<b>2020</b>
Land	\$ 899	\$ 892
Buildings and improvements	1,180	1,146
Restaurant equipment	18	19
	<u>2,097</u>	<u>2,057</u>
Accumulated depreciation and amortization	(587)	(534)
Property and equipment leased, net	<u>\$ 1,510</u>	<u>\$ 1,523</u>

Our net investment in direct financing and sales-type leases is as follows (in millions):

	<b>As of December 31,</b>	
	<b>2021</b>	<b>2020</b>
Future rents to be received:		
Future minimum lease receipts	\$ 113	\$ 87
Contingent rents (a)	7	12
Estimated unguaranteed residual value	5	7
Unearned income	(40)	(34)
	<u>85</u>	<u>72</u>
Current portion included within accounts receivables	(5)	(6)
Net investment in property leased to franchisees	<u>\$ 80</u>	<u>\$ 66</u>

(a) Amounts represent estimated contingent rents recorded in connection with the acquisition method of accounting.

During 2021 and 2020, we offered rent relief programs for eligible TH and BK franchisees who lease property from us, under which we temporarily converted the rent structure from a combination of fixed plus variable rent to 100% variable rent (the “rent relief programs”). The rent relief program concluded for BK franchisees during the three months ended September 30, 2020 and the rent relief program was extended through the end of 2021 for eligible TH franchisees.

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In April 2020, the FASB staff issued interpretive guidance that permits entities to make an election to account for lease concessions related to the effects of the COVID-19 pandemic consistent with how those concessions would be accounted for under ASC 842, as though enforceable rights and obligations for those concessions existed. We elected to apply this interpretive guidance to the rent relief programs while in effect. As such, reductions in rents arising from the rent relief programs are recognized as reductions in variable lease payments.

Property revenues are comprised primarily of rental income from operating leases and earned income on direct financing leases with franchisees as follows (in millions):

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Rental income:			
Minimum lease payments	\$ 455	\$ 445	\$ 448
Variable lease payments	329	262	370
Amortization of favorable and unfavorable income lease contracts, net	3	6	7
Subtotal - lease income from operating leases	<u>787</u>	<u>713</u>	<u>825</u>
Earned income on direct financing and sales-type leases	6	5	8
Total property revenues	<u>\$ 793</u>	<u>\$ 718</u>	<u>\$ 833</u>

### Company as Lessee

Lease cost and other information associated with these lease commitments is as follows (in millions):

#### *Lease Cost (Income)*

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Operating lease cost	\$ 202	\$ 199	\$ 210
Operating lease variable lease cost	193	177	198
Finance lease cost:			
Amortization of right-of-use assets	31	29	27
Interest on lease liabilities	20	20	20
Sublease income	(587)	(534)	(631)
Total lease cost (income)	<u>\$ (141)</u>	<u>\$ (109)</u>	<u>\$ (176)</u>

#### *Lease Term and Discount Rate as of December 31, 2021 and 2020*

	<u>As of December 31,</u>	
	<u>2021</u>	<u>2020</u>
Weighted-average remaining lease term (in years):		
Operating leases	10.1 years	10.5 years
Finance leases	11.4 years	11.3 years
Weighted-average discount rate:		
Operating leases	5.5 %	5.9 %
Finance leases	6.0 %	6.5 %



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Other Information for 2021, 2020 and 2019

	2021	2020	2019
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows from operating leases	\$ 200	\$ 200	\$ 194
Operating cash flows from finance leases	\$ 20	\$ 20	\$ 20
Financing cash flows from finance leases	\$ 31	\$ 29	\$ 26
Supplemental noncash information on lease liabilities arising from obtaining right-of-use assets:			
Right-of-use assets obtained in exchange for new finance lease obligations	\$ 52	\$ 59	\$ 18
Right-of-use assets obtained in exchange for new operating lease obligations	\$ 133	\$ 118	\$ 163

As of December 31, 2021, future minimum lease receipts and commitments are as follows (in millions):

	Lease Receipts		Lease Commitments (a)	
	Direct Financing and Sales- Type Leases	Operating Leases	Finance Leases	Operating Leases
2022	\$ 8	\$ 404	\$ 52	\$ 197
2023	8	382	50	186
2024	7	350	48	173
2025	7	316	45	158
2026	7	278	41	140
Thereafter	76	1,374	262	675
Total minimum receipts / payments	<u>\$ 113</u>	<u>\$ 3,104</u>	498	1,529
Less amount representing interest			(131)	(319)
Present value of minimum lease payments			367	1,210
Current portion of lease obligations			(34)	(140)
Long-term portion of lease obligations			<u>\$ 333</u>	<u>\$ 1,070</u>

(a) Minimum lease payments have not been reduced by minimum sublease rentals of \$1,953 million due in the future under non-cancelable subleases.

**Note 11. Income Taxes**

Income before income taxes, classified by source of income (loss), is as follows (in millions):

	<b>2021</b>	<b>2020</b>	<b>2019</b>
Canadian	\$ 457	\$ 200	\$ 685
Foreign	906	616	767
Income before income taxes	<u>\$ 1,363</u>	<u>\$ 816</u>	<u>\$ 1,452</u>

Income tax (benefit) expense attributable to income from continuing operations consists of the following (in millions):

	<b>2021</b>	<b>2020</b>	<b>2019</b>
<b>Current:</b>			
Canadian	\$ 16	\$ 45	\$ 47
U.S. Federal	(10)	125	122
U.S. state, net of federal income tax benefit	25	26	20
Other Foreign	84	78	94
	<u>\$ 115</u>	<u>\$ 274</u>	<u>\$ 283</u>
<b>Deferred:</b>			
Canadian	\$ 32	\$ (67)	\$ 43
U.S. Federal	(37)	(82)	8
U.S. state, net of federal income tax benefit	(7)	(27)	—
Other Foreign	7	(32)	7
	<u>\$ (5)</u>	<u>\$ (208)</u>	<u>\$ 58</u>
Income tax expense (benefit)	<u>\$ 110</u>	<u>\$ 66</u>	<u>\$ 341</u>

The statutory rate reconciles to the effective income tax rate as follows:

	<b>2021</b>	<b>2020</b>	<b>2019</b>
Statutory rate	26.5 %	26.5 %	26.5 %
Costs and taxes related to foreign operations	3.5	9.6	4.7
Foreign exchange gain (loss)	—	0.5	0.1
Foreign tax rate differential	(13.9)	(15.6)	(10.8)
Change in valuation allowance	1.1	1.2	0.5
Change in accrual for tax uncertainties	(7.4)	3.9	5.0
Intercompany financing	(3.5)	(6.1)	(2.4)
Impact of Tax Act	—	(7.8)	(0.1)
Swiss Tax Reform	—	(5.1)	1.1
Benefit from stock option exercises	(0.8)	(0.3)	(2.2)
Litigation settlements and reserves	1.4	—	—
Other	1.2	1.2	1.1
Effective income tax rate	<u>8.1 %</u>	<u>8.0 %</u>	<u>23.5 %</u>

In December 2017, the U.S. government enacted comprehensive tax legislation commonly referred to as the Tax Cuts and Jobs Act (the “Tax Act”) that significantly revised the U.S. tax code. During 2020, various guidance was issued by the U.S. tax authorities relating to the Tax Act and, after review of such guidance, we recorded a favorable adjustment to our deferred tax assets of \$64 million related to a tax attribute carryforward, which decreased our 2020 effective tax rate by 7.8%.

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In a referendum held on May 19, 2019, Swiss voters adopted the Federal Act on Tax Reform and AVS Financing (“TRAF”), under which certain long-standing preferential cantonal tax regimes were abolished effective January 1, 2020, which the canton of Zug formally adopted in November 2019. Company subsidiaries in the canton of Zug were subjected to TRAF and therefore the TRAF impacted our consolidated results of operations during 2020 and 2019. In 2020, a deferred tax asset was recorded due to an election made under TRAF by one of our Swiss subsidiaries and, in 2019, our Swiss company subsidiaries remeasured their deferred tax assets and liabilities based on new future tax rates expected under TRAF. The amounts impacting income tax expense for the effects of the changes from the TRAF were approximately \$41 million in 2020 which decreased our 2020 effective tax rate by approximately 5.1%, and approximately \$16 million in 2019 which increased our 2019 effective tax rate by approximately 1.1%.

Companies subject to the Global Intangible Low-Taxed Income provision (GILTI) have the option to account for the GILTI tax as a period cost if and when incurred, or to recognize deferred taxes for outside basis temporary differences expected to reverse as GILTI. We have elected to account for GILTI as a period cost.

Income tax (benefit) expense allocated to continuing operations and amounts separately allocated to other items was (in millions):

	<b>2021</b>	<b>2020</b>	<b>2019</b>
Income tax (benefit) expense from continuing operations	\$ 110	\$ 66	\$ 341
Cash flow hedge in accumulated other comprehensive income (loss)	72	(64)	(23)
Net investment hedge in accumulated other comprehensive income (loss)	(15)	(60)	(32)
Foreign Currency Translation in accumulated other comprehensive income (loss)	(4)	12	—
Pension liability in accumulated other comprehensive income (loss)	3	(3)	(1)
Total	<u>\$ 166</u>	<u>\$ (49)</u>	<u>\$ 285</u>

The significant components of deferred income tax (benefit) expense attributable to income from continuing operations are as follows (in millions):

	<b>2021</b>	<b>2020</b>	<b>2019</b>
Deferred income tax (benefit) expense	\$ (22)	\$ (230)	\$ 30
Change in valuation allowance	14	22	7
Change in effective Canadian income tax rate	—	—	(1)
Change in effective U.S. state income tax rate	3	1	6
Change in effective foreign income tax rate	—	(1)	16
Total	<u>\$ (5)</u>	<u>\$ (208)</u>	<u>\$ 58</u>

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The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and deferred tax liabilities are presented below (in millions):

	<b>As of December 31,</b>	
	<b>2021</b>	<b>2020</b>
<b>Deferred tax assets:</b>		
Accounts and notes receivable	\$ 4	\$ 6
Accrued employee benefits	48	54
Leases	115	114
Operating lease liabilities	317	323
Liabilities not currently deductible for tax	346	310
Tax loss and credit carryforwards	517	547
Derivatives	164	225
Other	(1)	9
<b>Total gross deferred tax assets</b>	<b>1,510</b>	<b>1,588</b>
Valuation allowance	(356)	(364)
<b>Net deferred tax assets</b>	<b>1,154</b>	<b>1,224</b>
<b>Less deferred tax liabilities:</b>		
Property and equipment, principally due to differences in depreciation	15	35
Intangible assets	1,751	1,747
Leases	129	114
Operating lease assets	295	311
Statutory impairment	29	30
Outside basis difference	38	46
<b>Total gross deferred tax liabilities</b>	<b>2,257</b>	<b>2,283</b>
<b>Net deferred tax liability</b>	<b>\$ 1,103</b>	<b>\$ 1,059</b>

The valuation allowance had a net decrease of \$8 million during 2021 primarily due to the change in estimates related to derivatives and the utilization of foreign tax credits and capital losses.

Changes in the valuation allowance are as follows (in millions):

	<b>2021</b>	<b>2020</b>	<b>2019</b>
Beginning balance	\$ 364	\$ 329	\$ 325
Change in estimates recorded to deferred income tax expense	14	19	8
Changes in losses and credits	—	3	(2)
(Reductions) additions related to other comprehensive income	(22)	13	(2)
<b>Ending balance</b>	<b>\$ 356</b>	<b>\$ 364</b>	<b>\$ 329</b>

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The gross amount and expiration dates of operating loss and tax credit carry-forwards as of December 31, 2021 are as follows (in millions):

	<u>Amount</u>	<u>Expiration Date</u>
Canadian net operating loss carryforwards	\$ 728	2036-2041
Canadian capital loss carryforwards	866	Indefinite
Canadian tax credits	3	2023-2036
U.S. state net operating loss carryforwards	680	2022-2041
U.S. capital loss carryforwards	16	2040
U.S. foreign tax credits	112	2022-2031
Other foreign net operating loss carryforwards	207	Indefinite
Other foreign net operating loss carryforwards	77	2022-2038
Other foreign capital loss carryforward	30	Indefinite
Total	<u>\$ 2,719</u>	

We are generally permanently reinvested on any potential outside basis differences except for unremitted earning and profits and thus do not record a deferred tax liability for such outside basis differences. To the extent of unremitted earning and profits, we generally review various factors including, but not limited to, forecasts and budgets of financial needs of cash for working capital, liquidity and expected cash requirements to fund our various obligations and record deferred taxes to the extent we expect to distribute. We will continue to monitor available evidence and our plans for foreign earnings and expect to continue to provide any applicable deferred taxes based on the tax liability or withholding taxes that would be due upon repatriation of amounts not considered permanently reinvested.

We had \$437 million and \$497 million of unrecognized tax benefits at December 31, 2021 and December 31, 2020, respectively, which if recognized, would favorably affect the effective income tax rate. A reconciliation of the beginning and ending amounts of unrecognized tax benefits is as follows (in millions):

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Beginning balance	\$ 497	\$ 506	\$ 441
Additions for tax positions related to the current year	9	9	9
Additions for tax positions of prior years	23	7	56
Reductions for tax positions of prior year	(5)	(25)	—
Additions for settlement	7	—	—
Reductions due to statute expiration	(94)	—	—
Ending balance	<u>\$ 437</u>	<u>\$ 497</u>	<u>\$ 506</u>

Although the timing of the resolution, settlement, and closure of any audits is highly uncertain, it is reasonably possible that the balance of gross unrecognized tax benefits could significantly change in the next 12 months. During the twelve months beginning January 1, 2022, it is reasonably possible we will reduce unrecognized tax benefits by up to approximately \$328 million due to the expiration of statutes of limitations, anticipated closure of various tax matters currently under examination, and settlements with tax authorities all being possibly impacted in multiple jurisdictions.

We recognize interest and penalties related to unrecognized tax benefits in income tax expense. The total amount of accrued interest and penalties was \$121 million and \$123 million at December 31, 2021 and 2020, respectively. Potential interest and penalties associated with uncertain tax positions in various jurisdictions recognized was \$2 million during 2021, \$31 million during 2020 and \$41 million during 2019. To the extent interest and penalties are not assessed with respect to uncertain tax positions, amounts accrued will be reduced and reflected as a reduction of the overall income tax provision.

We file income tax returns with Canada and its provinces and territories. Generally, we are subject to routine examinations by the Canada Revenue Agency (“CRA”). The CRA is conducting examinations of the 2015 through 2016 taxation years. Additionally, income tax returns filed with various provincial jurisdictions are generally open to examination for periods up to six years subsequent to the filing of the respective return.

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We also file income tax returns, including returns for our subsidiaries, with U.S. federal, U.S. state, and other foreign jurisdictions. We are subject to routine examination by taxing authorities in the U.S. jurisdictions, as well as other foreign tax jurisdictions. None of the other foreign jurisdictions have been individually material. Taxable years 2014 through 2017 for our U.S. companies for U.S. federal income tax purposes closed in 2021 without material adjustments. Prior taxable years of such U.S. companies are closed for U.S. federal income tax purposes. We have various U.S. state and other foreign income tax returns in the process of examination. From time to time, these audits result in proposed assessments where the ultimate resolution may result in owing additional taxes. We believe that our tax positions comply with applicable tax law and that we have adequately provided for these matters.

### **Note 12. Derivative Instruments**

#### *Disclosures about Derivative Instruments and Hedging Activities*

We enter into derivative instruments for risk management purposes, including derivatives designated as cash flow hedges and derivatives designated as net investment hedges. We use derivatives to manage our exposure to fluctuations in interest rates and currency exchange rates.

#### *Interest Rate Swaps*

At December 31, 2021, we had outstanding receive-variable, pay-fixed interest rate swaps with a total notional value of \$3,500 million to hedge the variability in the interest payments on a portion of our Term Loan Facilities, including any subsequent refinancing or replacement of the Term Loan Facilities, beginning August 31, 2021 through the termination date of October 31, 2028. Additionally, at December 31, 2021, we also had outstanding receive-variable, pay-fixed interest rate swaps with a total notional value of \$500 million to hedge the variability in the interest payments on a portion of our Term Loan Facilities effective September 30, 2019 through the termination date of September 30, 2026. At inception, all of these interest rate swaps were designated as cash flow hedges for hedge accounting. The unrealized changes in market value are recorded in AOCI and reclassified into earnings during the period in which the hedged forecasted transaction affects earnings.

During 2021, we extended the maturity of our \$3,500 million receive-variable, pay-fixed interest rate swaps. The extension of the term resulted in a de-designation and re-designation of the interest rate swaps and the swaps continue to be accounted for as a cash flow hedge for hedge accounting. In connection with the de-designation, we recognized a net unrealized loss of \$143 million in AOCI and this amount gets reclassified into Interest expense, net as the original forecasted transaction affects earnings. The amount of pre-tax losses in connection with this net unrealized loss in AOCI as of December 31, 2021 that we expect to be reclassified into interest expense within the next 12 months is \$28 million.

We had previously extended the term of our \$3,500 million receive-variable, pay-fixed interest rate swaps in 2019 to align the maturity date of the interest rate swaps with the new maturity date of our Term Loan B. The extension of the term resulted in a de-designation and re-designation of the interest rate swaps and the swaps continue to be accounted for as a cash flow hedge for hedge accounting. In connection with the de-designation, we recognized a net unrealized loss of \$213 million in AOCI and this amount gets reclassified into Interest expense, net as the original forecasted transaction affects earnings. The amount of pre-tax losses in connection with this net unrealized loss in AOCI as of December 31, 2021 that we expect to be reclassified into interest expense within the next 12 months is \$50 million.

#### *Cross-Currency Rate Swaps*

To protect the value of our investments in our foreign operations against adverse changes in foreign currency exchange rates, we hedge a portion of our net investment in one or more of our foreign subsidiaries by using cross-currency rate swaps. At December 31, 2021, we had outstanding cross-currency rate swap contracts between the Canadian dollar and U.S. dollar and the Euro and U.S. dollar that have been designated as net investment hedges of a portion of our equity in foreign operations in those currencies. The component of the gains and losses on our net investment in these designated foreign operations driven by changes in foreign exchange rates are economically partly offset by movements in the fair value of our cross-currency swap contracts. The fair value of the swaps is calculated each period with changes in fair value reported in AOCI, net of tax. Such amounts will remain in AOCI until the complete or substantially complete liquidation of our investment in the underlying foreign operations.

At December 31, 2021, we had outstanding fixed-to-fixed cross-currency rate swaps to partially hedge the net investment in our Canadian subsidiaries. At inception, these cross-currency rate swaps were designated as a hedge and are accounted for as net investment hedges. These swaps are contracts to exchange quarterly fixed-rate interest payments we make on the Canadian dollar notional amount of C\$6,754 million for quarterly fixed-rate interest payments we receive on the U.S. dollar notional amount of \$5,000 million through the maturity date of June 30, 2023.

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At December 31, 2021, we had outstanding cross-currency rate swaps in which we pay quarterly fixed-rate interest payments on the Euro notional amount of €1,108 million and receive quarterly fixed-rate interest payments on the U.S. dollar notional amount of \$1,200 million. At inception, these cross-currency rate swaps were designated as a hedge and are accounted for as a net investment hedge. During 2018, we extended the term of the swaps from March 31, 2021 to the maturity date of February 17, 2024. The extension of the term resulted in a re-designation of the hedge and the swaps continue to be accounted for as a net investment hedge. Additionally, at December 31, 2021, we also had outstanding cross-currency rate swaps in which we receive quarterly fixed-rate interest payments on the U.S. dollar notional value of \$400 million, entered during 2018, and \$500 million, entered during 2019, through the maturity date of February 17, 2024 and \$150 million, entered during 2021, through the maturity date of October 31, 2028. At inception, these cross-currency rate swaps were designated as a hedge and are accounted for as a net investment hedge.

The fixed to fixed cross-currency rate swaps hedging Canadian dollar and Euro net investments utilized the forward method of effectiveness assessment prior to March 15, 2018. On March 15, 2018, we de-designated and subsequently re-designated the outstanding fixed to fixed cross-currency rate swaps to prospectively use the spot method of hedge effectiveness assessment. Additionally, as a result of adopting new hedge accounting guidance during 2018, we elected to exclude the interest component (the "Excluded Component") from the accounting hedge without affecting net investment hedge accounting and elected to amortize the Excluded Component over the life of the derivative instrument. The amortization of the Excluded Component is recognized in Interest expense, net in the consolidated statement of operations. The change in fair value that is not related to the Excluded Component is recorded in AOCI and will be reclassified to earnings when the foreign subsidiaries are sold or substantially liquidated.

### ***Foreign Currency Exchange Contracts***

We use foreign exchange derivative instruments to manage the impact of foreign exchange fluctuations on U.S. dollar purchases and payments, such as coffee purchases made by our Canadian Tim Hortons operations. At December 31, 2021, we had outstanding forward currency contracts to manage this risk in which we sell Canadian dollars and buy U.S. dollars with a notional value of \$171 million with maturities to February 2023. We have designated these instruments as cash flow hedges, and as such, the unrealized changes in market value of effective hedges are recorded in AOCI and are reclassified into earnings during the period in which the hedged forecasted transaction affects earnings.

### ***Credit Risk***

By entering into derivative contracts, we are exposed to counterparty credit risk. Counterparty credit risk is the failure of the counterparty to perform under the terms of the derivative contract. When the fair value of a derivative contract is in an asset position, the counterparty has a liability to us, which creates credit risk for us. We attempt to minimize this risk by selecting counterparties with investment grade credit ratings and regularly monitoring our market position with each counterparty.

### ***Credit-Risk Related Contingent Features***

Our derivative instruments do not contain any credit-risk related contingent features.

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**Quantitative Disclosures about Derivative Instruments and Fair Value Measurements**

The following tables present the required quantitative disclosures for our derivative instruments, including their estimated fair values (all estimated using Level 2 inputs) and their location on our consolidated balance sheets (in millions):

	<b>Gain or (Loss) Recognized in Other Comprehensive Income (Loss)</b>		
	<b>2021</b>	<b>2020</b>	<b>2019</b>
<b>Derivatives designated as cash flow hedges<sup>(1)</sup></b>			
Interest rate swaps	\$ 132	\$ (333)	\$ (102)
Forward-currency contracts	\$ —	\$ (2)	\$ (4)
<b>Derivatives designated as net investment hedges</b>			
Cross-currency rate swaps	\$ 96	\$ (302)	\$ (118)

(1) We did not exclude any components from the cash flow hedge relationships presented in this table.

	<b>Location of Gain or (Loss) Reclassified from AOCI into Earnings</b>	<b>Gain or (Loss) Reclassified from AOCI into Earnings</b>		
		<b>2021</b>	<b>2020</b>	<b>2019</b>
<b>Derivatives designated as cash flow hedges</b>				
Interest rate swaps	Interest expense, net	\$ (125)	\$ (102)	\$ (26)
Forward-currency contracts	Cost of sales	\$ (7)	\$ 2	\$ 5

	<b>Location of Gain or (Loss) Recognized in Earnings</b>	<b>Gain or (Loss) Recognized in Earnings (Amount Excluded from Effectiveness Testing)</b>		
		<b>2021</b>	<b>2020</b>	<b>2019</b>
<b>Derivatives designated as net investment hedges</b>				
Cross-currency rate swaps	Interest expense, net	\$ 45	\$ 69	\$ 70

	<b>Fair Value as of December 31,</b>		<b>Balance Sheet Location</b>
	<b>2021</b>	<b>2020</b>	
<b>Assets:</b>			
<b>Derivatives designated as cash flow hedges</b>			
Foreign currency	\$ 2	\$ —	Prepays and other current assets
<b>Derivatives designated as net investment hedges</b>			
Foreign currency	23	—	Other assets, net
Total assets at fair value	<u>\$ 25</u>	<u>\$ —</u>	
<b>Liabilities:</b>			
<b>Derivatives designated as cash flow hedges</b>			
Interest rate	\$ 220	\$ 430	Other liabilities, net
Foreign currency	—	5	Other accrued liabilities
<b>Derivatives designated as net investment hedges</b>			
Foreign currency	355	434	Other liabilities, net
Total liabilities at fair value	<u>\$ 575</u>	<u>\$ 869</u>	



## **Note 13. Shareholders' Equity**

### ***Special Voting Share***

The holders of the Partnership exchangeable units are indirectly entitled to vote in respect of matters on which holders of the common shares of the Company are entitled to vote, including in respect of the election of RBI directors, through a special voting share of the Company (the "Special Voting Share"). The Special Voting Share is held by a trustee, entitling the trustee to that number of votes on matters on which holders of common shares of the Company are entitled to vote equal to the number of Partnership exchangeable units outstanding. The trustee is required to cast such votes in accordance with voting instructions provided by holders of Partnership exchangeable units. At any shareholder meeting of the Company, holders of our common shares vote together as a single class with the Special Voting Share except as otherwise provided by law.

### ***Noncontrolling Interests***

We reflect a noncontrolling interest which primarily represents the interests of the holders of Partnership exchangeable units in Partnership that are not held by RBI. The holders of Partnership exchangeable units held an economic interest of approximately 31.9% and 33.7% in Partnership common equity through the ownership of 144,993,458 and 155,113,338 Partnership exchangeable units as of December 31, 2021 and 2020, respectively.

Pursuant to the terms of the partnership agreement, each holder of a Partnership exchangeable unit is entitled to distributions from Partnership in an amount equal to any dividends or distributions that we declare and pay with respect to our common shares. Additionally, each holder of a Partnership exchangeable unit is entitled to vote in respect of matters on which holders of RBI common shares are entitled to vote through our special voting share. Since December 12, 2015, a holder of a Partnership exchangeable unit may require Partnership to exchange all or any portion of such holder's Partnership exchangeable units for our common shares at a ratio of one common share for each Partnership exchangeable unit, subject to our right as the general partner of Partnership, in our sole discretion, to deliver a cash payment in lieu of our common shares. If we elect to make a cash payment in lieu of issuing common shares, the amount of the payment will be the weighted average trading price of the common shares on the New York Stock Exchange for the 20 consecutive trading days ending on the last business day prior to the exchange date.

During 2021, Partnership exchanged 10,119,880 Partnership exchangeable units, pursuant to exchange notices received. In accordance with the terms of the partnership agreement, Partnership satisfied the exchange notices by exchanging 10,119,880 Partnership exchangeable units for the same number of newly issued RBI common shares. During 2020, Partnership exchanged 10,393,861 Partnership exchangeable units, pursuant to exchange notices received. In accordance with the terms of the partnership agreement, Partnership satisfied the exchange notices by repurchasing 6,757,692 Partnership exchangeable units for approximately \$380 million in cash and exchanging 3,636,169 Partnership exchangeable units for the same number of newly issued RBI common shares. During 2019, Partnership exchanged 42,016,392 Partnership exchangeable units, pursuant to exchange notices received. In accordance with the terms of the partnership agreement, Partnership satisfied the exchange notices by exchanging 42,016,392 Partnership exchangeable units for the same number of newly issued RBI common shares. The exchanges represented increases in our ownership interest in Partnership and were accounted for as equity transactions, with no gain or loss recorded in the consolidated statements of operations. Pursuant to the terms of the partnership agreement, upon the exchange of Partnership exchangeable units, each such Partnership exchangeable unit was cancelled concurrently with the exchange.

### ***Share Repurchase***

On July 28, 2021, our Board of Directors approved a share repurchase program that allows us to purchase up to \$1,000 million of our common shares until August 10, 2023. During 2021, we repurchased and cancelled 9,247,648 common shares for \$551 million.

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### *Accumulated Other Comprehensive Income (Loss)*

The following table displays the change in the components of AOCI (in millions):

	Derivatives	Pensions	Foreign Currency Translation	Accumulated Other Comprehensive Income (Loss)
Balances at December 31, 2018	\$ 253	\$ (15)	\$ (1,038)	\$ (800)
Foreign currency translation adjustment	—	—	409	409
Net change in fair value of derivatives, net of tax	(163)	—	—	(163)
Amounts reclassified to earnings of cash flow hedges, net of tax	15	—	—	15
Pension and post-retirement benefit plans, net of tax	—	(2)	—	(2)
Amounts attributable to noncontrolling interests	94	(2)	(314)	(222)
Balances at December 31, 2019	<u>199</u>	<u>(19)</u>	<u>(943)</u>	<u>(763)</u>
Foreign currency translation adjustment	—	—	332	332
Net change in fair value of derivatives, net of tax	(486)	—	—	(486)
Amounts reclassified to earnings of cash flow hedges, net of tax	73	—	—	73
Pension and post-retirement benefit plans, net of tax	—	(16)	—	(16)
Amounts attributable to noncontrolling interests	145	5	(144)	6
Balances at December 31, 2020	<u>(69)</u>	<u>(30)</u>	<u>(755)</u>	<u>(854)</u>
Foreign currency translation adjustment	—	—	(67)	(67)
Net change in fair value of derivatives, net of tax	207	—	—	207
Amounts reclassified to earnings of cash flow hedges, net of tax	96	—	—	96
Pension and post-retirement benefit plans, net of tax	—	15	—	15
Amounts attributable to noncontrolling interests	(98)	(6)	(3)	(107)
Balances at December 31, 2021	<u>\$ 136</u>	<u>\$ (21)</u>	<u>\$ (825)</u>	<u>\$ (710)</u>

### **Note 14. Share-based Compensation**

Our Amended and Restated 2014 Omnibus Incentive Plan (the “Omnibus Plan”) provides for the grant of awards to employees, directors, consultants and other persons who provide services to us and our affiliates. We also have some outstanding awards under legacy plans for BK and TH, which were assumed in connection with the merger and amalgamation of those entities within the RBI group. No new awards may be granted under these legacy BK plans or legacy TH plans.

We are currently issuing awards under the Omnibus Plan and the number of shares available for issuance under such plan as of December 31, 2021 was 10,122,551. The Omnibus Plan permits the grant of several types of awards with respect to our common shares, including stock options, time-vested RSUs, and performance-based RSUs, which may include Company and/or individual performance based-vesting conditions. Under the terms of the Omnibus Plan, RSUs are entitled to dividend equivalents, unless otherwise noted. Dividend equivalents are not distributed unless the related awards vest. Upon vesting, the amount of the dividend equivalent, which is distributed in additional RSUs, except in the case of RSUs awarded to non-management members of our board of directors, is equal to the equivalent of the aggregate dividends declared on common shares during the period from the date of grant of the award compounded until the date the shares underlying the award are delivered.

Stock option awards are granted with an exercise price or market value equal to the closing price of our common shares on the trading day preceding the date of grant. We satisfy stock option exercises through the issuance of authorized but previously unissued common shares. Stock option grants generally cliff vest 5 years from the original grant date, provided the employee is continuously employed by us or one of our affiliates, and the stock options expire 10 years following the grant date. Additionally, if we terminate the employment of a stock option holder without cause prior to the vesting date, or if the employee retires or becomes disabled, the employee will become vested in the number of stock options as if the stock options vested 20% on each anniversary of the grant date. If the employee dies, the employee will become vested in the number of stock options as if the stock options vested 20% on the first anniversary of the grant date, 40% on the second anniversary of the grant date and 100% on the third anniversary of the grant date. If an employee is terminated with cause or resigns before vesting, all stock options are forfeited. If there is an event such as a return of capital or dividend that is determined to be dilutive, the exercise price of the awards will be adjusted accordingly.

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Share-based compensation expense consists of the following for the periods presented (in millions):

	2021	2020	2019
Total share-based compensation expense - Stock options and RSUs (a)(b)	\$ 88	\$ 74	\$ 68

- (a) Includes \$2 million, \$3 million, and \$4 million due to modification of awards in 2021, 2020 and 2019, respectively.  
(b) Generally classified as general and administrative expenses in the consolidated statements of operations.

As of December 31, 2021, total unrecognized compensation cost related to share-based compensation arrangements was \$189 million and is expected to be recognized over a weighted-average period of approximately 2.6 years.

The following assumptions were used in the Black-Scholes option-pricing model to determine the fair value of stock option awards at the grant date:

	2021	2020	2019
Risk-free interest rate	1.29%	1.29%	1.82%
Expected term (in years)	5.88	5.88	6.19
Expected volatility	23.9%	23.9%	25.5%
Expected dividend yield	3.14%	3.14%	3.09%

The risk-free interest rate was based on the U.S. Treasury or Canadian Sovereign bond yield with a remaining term equal to the expected option life assumed at the date of grant. The expected term was calculated based on the analysis of a five-year vesting period coupled with our expectations of exercise activity. Expected volatility was based on the historical and implied equity volatility of the Company and a review of the equity volatilities of publicly-traded guideline companies. The expected dividend yield is based on the annual dividend yield at the time of grant.

The following is a summary of stock option activity under our plans for the year ended December 31, 2021:

	Total Number of Options (in 000's)	Weighted Average Exercise Price	Aggregate Intrinsic Value (a) (in 000's)	Weighted Average Remaining Contractual Term (Years)
Outstanding at January 1, 2021	8,202	\$ 51.86		
Granted	15	\$ 65.11		
Exercised	(1,594)	\$ 37.83		
Forfeited	(416)	\$ 63.00		
Outstanding at December 31, 2021	6,207	\$ 54.80	\$ 48,468	5.6
Exercisable at December 31, 2021	1,961	\$ 39.68	\$ 41,255	3.3
Vested or expected to vest at December 31, 2021	5,671	\$ 54.10	\$ 47,650	5.5

- (a) The intrinsic value represents the amount by which the fair value of our stock exceeds the option exercise price at December 31, 2021.

The weighted-average grant date fair value per stock option granted was \$10.15, \$10.38, and \$11.83 during 2021, 2020 and 2019, respectively. The total intrinsic value of stock options exercised was \$46 million during 2021, \$55 million during 2020, and \$200 million during 2019.

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The fair value of the time-vested RSUs and performance-based RSUs is based on the closing price of the Company's common shares on the trading day preceding the date of grant. During 2021, the Company granted total shareholder return ("TSR") performance-based RSUs that vest over a three year period based on the achievement of contractually defined total shareholder return targets with respect to the S&P 500 Index. The fair value of the TSR awards was based on a Monte Carlo Simulation valuation model and we expense these market condition awards over the vesting period regardless of the value that the award recipients ultimately receive. Time-vested RSUs and performance-based RSUs awarded prior to 2021 generally cliff vest five years from the original grant date. Time-vested RSUs granted in 2021 generally vest 25% per year over four years and performance-based RSUs granted in 2021 cliff vest three years from the original grant date. The Company has awarded a limited number of time-vested RSUs that proportionally vest over a period shorter than four years. Time-vested RSUs are expensed over the vesting period. Performance-based RSUs are expensed over the vesting period, based upon the probability that the performance target will be met. We grant fully vested RSUs, with dividend equivalent rights that accrue in cash, to non-employee members of our board of directors in lieu of a cash retainer and committee fees. All such RSUs will settle and common shares of the Company will be issued upon termination of service by the board member.

Starting in 2021, the time-vested RSUs generally vest 25% per year on December 31<sup>st</sup> over four years from the grant date and performance-based RSUs generally cliff vest three years from the grant date (the starting date for the applicable vesting period is referred to as the "Anniversary Date"). For grants prior to 2021, if the employee is terminated for any reason within the first two years of the Anniversary Date, 100% of the time-vested RSUs granted will be forfeited. If we terminate the employment of a time-vested RSU holder without cause two years after the Anniversary Date, or if the employee retires, the employee will become vested in the number of time-vested RSUs as if the time-vested RSUs vested 20% for each year after the Anniversary Date. For grants prior to 2021, if the employee is terminated for any reason within the first three years of the Anniversary Date, 100% of the performance-based RSUs granted will be forfeited. If we terminate the employment of a performance-based RSU holder without cause between three and five years after the Anniversary Date, or if the employee retires, the employee will become vested in 50% of the performance-based RSUs. For grants of time-vested RSUs beginning in 2021, if the employee is terminated for any reason prior to any vesting date, the employee will forfeit all of the RSUs that are unvested at the time of termination. For grants of performance-based RSUs beginning in 2021, if the employee is terminated within the first two years of the Anniversary Date, 100% of the performance-based RSUs will be forfeited. If we terminate the employment of a performance-based RSU holder without cause two years after the Anniversary Date, or if the employee retires, the employee will become vested in 67% of the performance-based RSUs that are earned based on the performance criteria. An alternate ratable vesting schedule applies to the extent the participant ends employment by reason of death or disability.

The following is a summary of time-vested RSUs and performance-based RSUs activity for the year ended December 31, 2021:

	<b>Time-vested RSUs</b>		<b>Performance-based RSUs</b>	
	<b>Total Number of Shares (in 000's)</b>	<b>Weighted Average Grant Date Fair Value</b>	<b>Total Number of Shares (in 000's)</b>	<b>Weighted Average Grant Date Fair Value</b>
Outstanding at January 1, 2021	1,761	\$ 49.99	4,869	\$ 56.96
Granted	1,566	\$ 60.97	425	\$ 57.60
Vested and settled	(455)	\$ 39.54	(1,189)	\$ 38.07
Dividend equivalents granted	68	\$ —	133	\$ —
Forfeited	(176)	\$ 61.98	(343)	\$ 67.36
Outstanding at December 31, 2021	<u>2,764</u>	<u>\$ 57.47</u>	<u>3,895</u>	<u>\$ 62.09</u>

The weighted-average grant date fair value of time-vested RSUs granted was \$65.20 and \$64.82 during 2020 and 2019, respectively. The weighted-average grant date fair value of performance-based RSUs granted was \$62.69 and \$65.54 during 2020 and 2019, respectively. The total fair value, determined as of the date of vesting, of RSUs vested and converted to common shares of the Company during 2021, 2020 and 2019 was \$99 million, \$21 million and \$8 million, respectively.

**Note 15. Revenue Recognition**

**Contract Liabilities**

Contract liabilities consist of deferred revenue resulting from initial and renewal franchise fees paid by franchisees, as well as upfront fees paid by master franchisees, which are generally recognized on a straight-line basis over the term of the underlying agreement. We classify these contract liabilities as Other liabilities, net in our consolidated balance sheets. The following table reflects the change in contract liabilities by segment and on a consolidated basis between December 31, 2020 and December 31, 2021 (in millions):

<b>Contract Liabilities</b>	<b>TH</b>	<b>BK</b>	<b>PLK</b>	<b>Consolidated</b>
Balance at December 31, 2020	\$ 62	\$ 427	\$ 39	\$ 528
Recognized during period and included in the contract liability balance at the beginning of the year	(9)	(44)	(4)	(57)
Increase, excluding amounts recognized as revenue during the period	12	40	21	73
Impact of foreign currency translation	—	(13)	—	(13)
Balance at December 31, 2021	<u>\$ 65</u>	<u>\$ 410</u>	<u>\$ 56</u>	<u>\$ 531</u>

The following table illustrates estimated revenues expected to be recognized in the future related to performance obligations that are unsatisfied (or partially unsatisfied) by segment and on a consolidated basis as of December 31, 2021 (in millions):

<b>Contract liabilities expected to be recognized in</b>	<b>TH</b>	<b>BK</b>	<b>PLK</b>	<b>Consolidated</b>
2022	\$ 10	\$ 34	\$ 4	\$ 48
2023	9	33	4	46
2024	9	32	4	45
2025	8	32	4	44
2026	6	31	3	40
Thereafter	23	248	37	308
Total	<u>\$ 65</u>	<u>\$ 410</u>	<u>\$ 56</u>	<u>\$ 531</u>

**Disaggregation of Total Revenues**

Total revenues consist of the following (in millions):

	<b>2021</b>	<b>2020</b>	<b>2019</b>
Sales	\$ 2,378	\$ 2,013	\$ 2,362
Royalties	1,561	1,327	1,459
Property revenues	793	718	833
Franchise fees and other revenue	98	76	89
Advertising revenues	909	834	860
Total revenues	<u>\$ 5,739</u>	<u>\$ 4,968</u>	<u>\$ 5,603</u>

**Note 16. Other Operating Expenses (Income), net**

Other operating expenses (income), net, consist of the following (in millions):

	2021	2020	2019
Net losses (gains) on disposal of assets, restaurant closures and refranchisings	\$ 2	\$ 6	\$ 7
Litigation settlements and reserves, net	81	7	2
Net losses (gains) on foreign exchange	(76)	100	(15)
Other, net	—	(8)	(4)
Other operating expenses (income), net	<u>\$ 7</u>	<u>\$ 105</u>	<u>\$ (10)</u>

Net losses (gains) on disposal of assets, restaurant closures, and refranchisings represent sales of properties and other costs related to restaurant closures and refranchisings. Gains and losses recognized in the current period may reflect certain costs related to closures and refranchisings that occurred in previous periods.

Litigation settlements and reserves, net primarily reflects accruals and payments made and proceeds received in connection with litigation and arbitration matters and other business disputes.

In early 2022, we entered into negotiations to resolve business disputes that arose during 2021 with counterparties to the master franchise agreements for Burger King and Popeyes in China. Based on these discussions, we expect to agree to pay approximately \$100 million in 2022, including \$72 million that is included in Litigation settlements and reserves, net for 2021. Remaining amounts primarily will be recorded as an equity method investment when made.

Net losses (gains) on foreign exchange are primarily related to revaluation of foreign denominated assets and liabilities.

**Note 17. Commitments and Contingencies**

***Letters of Credit***

As of December 31, 2021, we had \$12 million in irrevocable standby letters of credit outstanding, which were issued primarily to certain insurance carriers to guarantee payments of deductibles for various insurance programs, such as health and commercial liability insurance. Of these letters of credit outstanding, \$2 million are secured by the collateral under our Revolving Credit Facility and the remainder are secured by cash collateral. As of December 31, 2021, no amounts had been drawn on any of these irrevocable standby letters of credit.

***Purchase Commitments***

We have arrangements for information technology and telecommunication services with an aggregate contractual obligation of \$33 million over the next three years, some of which have early termination fees. We also enter into commitments to purchase advertising. As of December 31, 2021, these commitments totaled \$194 million and run through 2025.

***Litigation***

From time to time, we are involved in legal proceedings arising in the ordinary course of business relating to matters including, but not limited to, disputes with franchisees, suppliers, employees and customers, as well as disputes over our intellectual property.

On October 5, 2018, a class action complaint was filed against Burger King Worldwide, Inc. (“BKW”) and Burger King Corporation (“BKC”) in the U.S. District Court for the Southern District of Florida by Jarvis Arrington, individually and on behalf of all others similarly situated. On October 18, 2018, a second class action complaint was filed against RBI, BKW and BKC in the U.S. District Court for the Southern District of Florida by Monique Michel, individually and on behalf of all others similarly situated. On October 31, 2018, a third class action complaint was filed against BKC and BKW in the U.S. District Court for the Southern District of Florida by Geneva Blanchard and Tiffany Miller, individually and on behalf of all others similarly situated. On November 2, 2018, a fourth class action complaint was filed against RBI, BKW and BKC in the U.S. District Court for the Southern District of Florida by Sandra Muster, individually and on behalf of all others similarly situated. These complaints have been consolidated and allege that the defendants violated Section 1 of the Sherman Act by incorporating an employee no-solicitation and no-hiring clause in the standard form franchise agreement all Burger King franchisees are required to sign. Each plaintiff seeks injunctive relief and damages for himself or herself and other members of the class. On March 24, 2020, the Court granted BKC’s motion to dismiss for failure to state a



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claim and on April 20, 2020 the plaintiffs filed a motion for leave to amend their complaint. On April 27, 2020, BKC filed a motion opposing the motion for leave to amend. The court denied the plaintiffs motion for leave to amend their complaint in August 2020 and the plaintiffs appealed this ruling. Oral arguments for the appeal were heard in September 2021 and the parties await a ruling on the appeal. While we currently believe these claims are without merit, we are unable to predict the ultimate outcome of this case or estimate the range of possible loss, if any.

In July 2019, a class action complaint was filed against The TDL Group Corp. (“TDL”) in the Supreme Court of British Columbia by Samir Latifi, individually and on behalf of all others similarly situated. The complaint alleges that TDL violated the Canadian Competition Act by incorporating an employee no-solicitation and no-hiring clause in the standard form franchise agreement all Tim Hortons franchisees are required to sign. The plaintiff seeks damages and restitution, on behalf of himself and other members of the class. In February 2021, TDL filed and served an application to strike which was heard in May 2021. The court struck the substantial points, including: the claim related to the Canadian Competition Act, the unlawful conspiracy claim, and the claim for unjust enrichment. While we currently believe this claim is without merit, we are unable to predict the ultimate outcome of this case or estimate the range of possible loss, if any.

On June 30, 2020, a class action complaint was filed against Restaurant Brands International Inc., Restaurant Brands International Limited Partnership and The TDL Group Corp. in the Quebec Superior Court by Steve Holcman, individually and on behalf of all Quebec residents who downloaded the Tim Hortons mobile application. On July 2, 2020, a Notice of Action related to a second class action complaint was filed against Restaurant Brands International Inc., in the Ontario Superior Court by Ashley Sitko and Ashley Cadeau, individually and on behalf of all Canadian residents who downloaded the Tim Hortons mobile application. On August 31, 2020, a notice of claim was filed against Restaurant Brands International Inc. in the Supreme Court of British Columbia by Wai Lam Jacky Law on behalf of all persons in Canada who downloaded the Tim Hortons mobile application or the Burger King mobile application. On September 30, 2020, a notice of action was filed against Restaurant Brands International Inc., Restaurant Brands International Limited Partnership, The TDL Group Corp., Burger King Worldwide, Inc. and Popeyes Louisiana Kitchen, Inc. in the Ontario Superior Court of Justice by William Jung on behalf of a to be determined class. All of the complaints allege that the defendants violated the plaintiff’s privacy rights, the Personal Information Protection and Electronic Documents Act, consumer protection and competition laws or app-based undertakings to users, in each case in connection with the collection of geolocation data through the Tim Hortons mobile application, and in certain cases, the Burger King and Popeyes mobile applications. Each plaintiff seeks injunctive relief and monetary damages for himself or herself and other members of the class. These cases are in preliminary stages and we intend to vigorously defend against these lawsuits, but we are unable to predict the ultimate outcome of any of these cases or estimate the range of possible loss, if any.

On October 26, 2020, City of Warwick Municipal Employees Pension Fund, a purported stockholder of Restaurant Brands International Inc., individually and putatively on behalf of all other stockholders similarly situated, filed a lawsuit in the Supreme Court of the State of New York County of New York naming RBI and certain of our officers, directors and shareholders as defendants alleging violations of Sections 11, 12(a)(2) and 15 of the Securities Act of 1933, as amended, in connection with certain offerings of securities by an affiliate in August and September 2019. The complaint alleges that the shelf registration statement used in connection with such offering contained certain false and/or misleading statements or omissions. The complaint seeks, among other relief, class certification of the lawsuit, unspecified compensatory damages, rescission, pre-judgement and post-judgement interest, costs and expenses. On December 18, 2020 the plaintiffs filed an amended complaint and on February 16, 2021 RBI filed a motion to dismiss the complaint. The plaintiffs filed a brief in opposition to the motion on April 19, 2021 and RBI filed a reply in May 2021. The motion to dismiss is scheduled to be heard in March 2022. We intend to vigorously defend. While we believe these claims are without merit, we are unable to predict the ultimate outcome of this case or estimate the range of possible loss, if any.

**Note 18. Segment Reporting and Geographical Information**

As stated in Note 1, *Description of Business and Organization*, we manage four brands. Under the *Tim Hortons* brand, we operate in the donut/coffee/tea category of the quick service segment of the restaurant industry. Under the *Burger King* brand, we operate in the fast food hamburger restaurant category of the quick service segment of the restaurant industry. Under the *Popeyes* brand, we operate in the chicken category of the quick service segment of the restaurant industry. Under the *Firehouse Subs* brand, we operate in the specialty subs category of the quick service segment of the restaurant industry. Our business generates revenue from the following sources: (i) franchise and advertising revenues, consisting primarily of royalties and advertising fund contributions based on a percentage of sales reported by franchise restaurants and franchise fees paid by franchisees; (ii) property revenues from properties we lease or sublease to franchisees; and (iii) sales at restaurants owned by us (“Company restaurants”). In addition, our TH business generates revenue from sales to franchisees related to our supply chain operations, including manufacturing, procurement, warehousing and distribution, as well as sales to retailers. We manage each of our brands as an operating segment and each operating segment represents a reportable segment.

Our management structure and financial reporting is organized around our four brands, including the information regularly reviewed by our Chief Executive Officer, who is our Chief Operating Decision Maker. Therefore, we have four operating segments: (1) TH, which includes all operations of our *Tim Hortons* brand, (2) BK, which includes all operations of our *Burger King* brand, (3) PLK, which includes all operations of our *Popeyes* brand, and (4) FHS, which includes all operations of our *Firehouse Subs* brand. Our four operating segments represent our reportable segments. FHS revenues and segment income for the period from the acquisition date of December 15, 2021 through December 26, 2021 (the fiscal year end for FHS) are included in our consolidated statement of operations for 2021.

The following tables present revenues, by segment and by country, depreciation and amortization, (income) loss from equity method investments, and capital expenditures by segment (in millions):

	<u>2021</u>	<u>2020</u>	<u>2019</u>
<b>Revenues by operating segment:</b>			
TH	\$ 3,342	\$ 2,810	\$ 3,344
BK	1,813	1,602	1,777
PLK	579	556	482
FHS	5	—	—
Total	<u>\$ 5,739</u>	<u>\$ 4,968</u>	<u>\$ 5,603</u>
<b>Revenues by country (a):</b>			
Canada	\$ 3,035	\$ 2,546	\$ 3,037
United States	2,005	1,889	1,930
Other	699	533	636
Total	<u>\$ 5,739</u>	<u>\$ 4,968</u>	<u>\$ 5,603</u>
<b>Depreciation and amortization:</b>			
TH	\$ 132	\$ 119	\$ 112
BK	62	62	62
PLK	7	8	11
Total	<u>\$ 201</u>	<u>\$ 189</u>	<u>\$ 185</u>
<b>(Income) loss from equity method investments:</b>			
TH	\$ (13)	\$ (4)	\$ (7)
BK	17	43	(4)
Total	<u>\$ 4</u>	<u>\$ 39</u>	<u>\$ (11)</u>
<b>Capital expenditures:</b>			
TH	\$ 61	\$ 92	\$ 37
BK	34	18	20
PLK	11	7	5
Total	<u>\$ 106</u>	<u>\$ 117</u>	<u>\$ 62</u>



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(a) Only Canada and the United States represented 10% or more of our total revenues in each period presented.

Total assets by segment, and long-lived assets by segment and country are as follows (in millions):

	Assets		Long-Lived Assets	
	As of December 31,		As of December 31,	
	2021	2020	2021	2020
<b>By operating segment:</b>				
TH	\$ 13,995	\$ 13,963	\$ 1,963	\$ 1,990
BK	4,946	5,334	1,137	1,128
PLK	2,563	2,525	141	131
FHS	1,103	—	4	—
Unallocated	639	955	—	—
Total	<u>\$ 23,246</u>	<u>\$ 22,777</u>	<u>\$ 3,245</u>	<u>\$ 3,249</u>
<b>By country:</b>				
Canada			\$ 1,670	\$ 1,685
United States			1,556	1,539
Other			19	25
Total			<u>\$ 3,245</u>	<u>\$ 3,249</u>

Long-lived assets include property and equipment, net, finance and operating lease right of use assets, net and net investment in property leased to franchisees. Only Canada and the United States represented 10% or more of our total long-lived assets as of December 31, 2021 and December 31, 2020.

Our measure of segment income is Adjusted EBITDA. Adjusted EBITDA represents earnings (net income or loss) before interest expense, net, loss on early extinguishment of debt, income tax (benefit) expense, and depreciation and amortization, adjusted to exclude (i) the non-cash impact of share-based compensation and non-cash incentive compensation expense, (ii) (income) loss from equity method investments, net of cash distributions received from equity method investments, (iii) other operating expenses (income), net and, (iv) income/expenses from non-recurring projects and non-operating activities. For the periods referenced, this included (i) non-recurring fees and expense incurred in connection with the Firehouse Subs acquisition consisting of professional fees and compensation related expenses (“FHS Transaction costs”); (ii) costs from professional advisory and consulting services associated with certain transformational corporate restructuring initiatives that rationalize our structure and optimize cash movements, including services related to significant tax reform legislation, regulations and related restructuring initiatives (“Corporate restructuring and tax advisory fees”); and (iii) costs incurred in connection with the centralization and relocation of our Canadian and U.S. restaurant support centers to new offices in Toronto, Ontario, and Miami, Florida, respectively, (“Office centralization and relocation costs”).

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Adjusted EBITDA is used by management to measure operating performance of the business, excluding these non-cash and other specifically identified items that management believes are not relevant to management's assessment of our operating performance. A reconciliation of segment income to net income consists of the following (in millions):

	<u>2021</u>	<u>2020</u>	<u>2019</u>
<b>Segment income:</b>			
TH	\$ 997	\$ 823	\$ 1,122
BK	1,021	823	994
PLK	228	218	188
FHS	2	—	—
Adjusted EBITDA	<u>2,248</u>	<u>1,864</u>	<u>2,304</u>
Share-based compensation and non-cash incentive compensation expense	102	84	74
FHS Transaction costs	18	—	—
Corporate restructuring and tax advisory fees	16	16	31
Office centralization and relocation costs	—	—	6
Impact of equity method investments (a)	25	48	11
Other operating expenses (income), net	7	105	(10)
EBITDA	<u>2,080</u>	<u>1,611</u>	<u>2,192</u>
Depreciation and amortization	201	189	185
Income from operations	<u>1,879</u>	<u>1,422</u>	<u>2,007</u>
Interest expense, net	505	508	532
Loss on early extinguishment of debt	11	98	23
Income tax expense	110	66	341
Net income	<u>\$ 1,253</u>	<u>\$ 750</u>	<u>\$ 1,111</u>

- (a) Represents (i) (income) loss from equity method investments and (ii) cash distributions received from our equity method investments. Cash distributions received from our equity method investments are included in segment income.

## **Note 19. Subsequent Events**

### *Dividends*

On January 5, 2022, we paid a cash dividend of \$0.53 per common share to common shareholders of record on December 21, 2021. On such date, Partnership also made a distribution in respect of each Partnership exchangeable unit in the amount of \$0.53 per exchangeable unit to holders of record on December 21, 2021.

On February 15, 2022, we announced that the board of directors had declared a cash dividend of \$0.54 per common share for the first quarter of 2022. The dividend will be paid on April 6, 2022 to common shareholders of record on March 23, 2022. Partnership will also make a distribution in respect of each Partnership exchangeable unit in the amount of \$0.54 per Partnership exchangeable unit, and the record date and payment date for distributions on Partnership exchangeable units are the same as the record date and payment date set forth above.

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**GUARANTY OF PERFORMANCE**  
**OF RBI**

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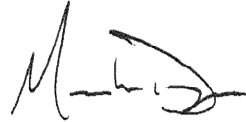
## GUARANTEE OF PERFORMANCE

For value received, **Restaurant Brands International Inc.**, a Canadian corporation (the “Guarantor”), located at 130 King Street West, Suite 300, Toronto, Ontario M5X 1E1, Canada, absolutely and unconditionally guarantees to assume the duties and obligations of **Firehouse of America, LLC**, located at Jacksonville, Florida (the “Franchisor”), under its franchise registration in each state as identified in Item 21 of this Franchise Disclosure Document, and under its Franchise Agreement identified in its 2022 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time with residents of, or for locations in, those states. This guarantee continues until all such obligations of the Franchisor under such franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to such franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Miami, Florida on the 25th day of March, 2022.

### GUARANTOR:

RESTAURANT BRANDS  
INTERNATIONAL INC.



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

Name: Matthew Dunnigan

Title: Chief Financial Officer

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**FINANCIAL STATEMENTS**  
**OF RBILLP**

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## **Management's Report on Internal Control Over Financial Reporting**

Management of Restaurant Brands International Inc. ("RBI"), the sole general partner of Restaurant Brands International Limited Partnership (the "Partnership"), is responsible for the preparation, integrity and fair presentation of the consolidated financial statements, related notes and other information included in this annual report. The consolidated financial statements were prepared in accordance with accounting principles generally accepted in the United States of America and include certain amounts based on management's estimates and assumptions. Other financial information presented in the annual report is derived from the consolidated financial statements.

Management is also responsible for establishing and maintaining adequate internal control over financial reporting, and for performing an assessment of the effectiveness of internal control over financial reporting as of December 31, 2021. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Our system of internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of Partnership; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of Partnership are being made only in accordance with authorizations of management and directors of RBI; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of Partnership's assets that could have a material effect on the consolidated financial statements.

Management performed an assessment of the effectiveness of Partnership's internal control over financial reporting as of December 31, 2021 based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on our assessment and those criteria, management determined that Partnership's internal control over financial reporting was effective as of December 31, 2021.

The scope of management's assessment of the effectiveness of Partnership's internal control over financial reporting included all of Partnership's consolidated operations except for the operations of FRG, LLC, which Partnership acquired in December 2021. FRG, LLC operations represented \$1,103 million of Partnership's consolidated total assets (which includes acquisition accounting adjustments within the scope of the assessment) and \$5 million of Partnership's consolidated total revenues as of and for the year ended December 31, 2021.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

The effectiveness of Partnership's internal control over financial reporting as of December 31, 2021 has been audited by KPMG LLP, Partnership's independent registered public accounting firm, as stated in its report which is included herein.

**Report of Independent Registered Public Accounting Firm**

To the Partners, Restaurant Brands International Limited Partnership, and Board of Directors,  
Restaurant Brands International Inc., the sole general partner of Restaurant Brands International Limited Partnership:

*Opinion on the Consolidated Financial Statements*

We have audited the accompanying consolidated balance sheets of Restaurant Brands International Limited Partnership and subsidiaries (the “Partnership”) as of December 31, 2021 and 2020, the related consolidated statements of operations, comprehensive income (loss), equity, and cash flows for each of the years in the three-year period ended December 31, 2021, and the related notes (collectively, the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Partnership as of December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2021, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (“PCAOB”), the Partnership’s internal control over financial reporting as of December 31, 2021, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 23, 2022 expressed an unqualified opinion on the effectiveness of the Partnership’s internal control over financial reporting.

*Basis for Opinion*

These consolidated financial statements are the responsibility of the Partnership’s management. Our responsibility is to express an opinion on these consolidated 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 Partnership 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 consolidated 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 consolidated 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 consolidated 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 consolidated 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 consolidated 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 consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated 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.

*Gross unrecognized tax benefits*

As discussed in Notes 2 and 11 to the consolidated financial statements, the Partnership records a liability for unrecognized tax benefits associated with uncertain tax positions. The Partnership recognizes tax benefits from tax positions only if there is more than a 50% likelihood that the tax positions will be sustained upon examination by the taxing authorities, based on the technical merits of the positions. As of December 31, 2021, the Partnership has recorded gross unrecognized tax benefits, excluding associated interest and penalties, of \$437 million.

We identified the assessment of gross unrecognized tax benefits resulting from certain tax planning strategies implemented during the year as a critical audit matter. Identifying and determining uncertain tax positions arising from implementing tax planning strategies involved a number of judgments and assumptions, which included complex considerations of tax law. As a result, subjective and complex auditor judgment, including the involvement of tax professionals with specialized skills and knowledge, was required to evaluate the Partnership’s interpretation of tax law and its determination of which tax positions have more than a 50% likelihood of being sustained upon examination.

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The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls related to the Partnership's gross unrecognized tax benefits process, including controls related to 1) interpreting tax law, 2) identifying significant uncertain tax positions arising from tax planning strategies that were implemented during the year, 3) evaluating the tax consequences of the related strategies, and 4) evaluating which of the Partnership's tax positions may not be sustained upon examination. In addition, we involved tax professionals with specialized skills and knowledge, who assisted in:

- obtaining an understanding of the Partnership's tax planning strategies
- evaluating the Partnership's interpretation of the relevant tax laws by developing an independent assessment
- evaluating the Partnership's identification of uncertain tax positions to assess the tax consequences of these related tax positions
- performing an independent assessment of the Partnership's tax positions and comparing our assessment to the Partnership's assessment.

(signed) KPMG LLP

We have served as the Partnership's auditor since 1989.

Miami, Florida  
February 23, 2022



**Report of Independent Registered Public Accounting Firm**

To the Partners, Restaurant Brands International Limited Partnership, and Board of Directors,  
Restaurant Brands International Inc., the sole general partner of Restaurant Brands International Limited Partnership:

*Opinion on Internal Control over Financial Reporting*

We have audited Restaurant Brands International Limited Partnership and subsidiaries' (the "Partnership") internal control over financial reporting as of December 31, 2021, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Partnership maintained, in all material respects, effective internal control over financial reporting as of December 31, 2021, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the consolidated balance sheets of the Partnership as of December 31, 2021 and 2020, the related consolidated statements of operations, comprehensive income (loss), equity, and cash flows for each of the years in the three-year period ended December 31, 2021, and the related notes (collectively, the "consolidated financial statements"), and our report dated February 23, 2022 expressed an unqualified opinion on those consolidated financial statements.

The Partnership acquired FRG, LLC during 2021, and management excluded from its assessment of the effectiveness of the Partnership's internal control over financial reporting as of December 31, 2021, FRG, LLC's internal control over financial reporting associated with total assets of \$1,103 million and total revenues of \$5 million included in the consolidated financial statements of the Partnership as of and for the year ended December 31, 2021. Our audit of internal control over financial reporting of the Partnership also excluded an evaluation of the internal control over financial reporting of FRG, LLC.

*Basis for Opinion*

The Partnership's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Partnership's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Partnership 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 audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

*Definition and Limitations of Internal Control over Financial Reporting*

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

(signed) KPMG LLP

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Miami, Florida  
February 23, 2022

[Table of Contents](#)**RESTAURANT BRANDS INTERNATIONAL LIMITED PARTNERSHIP AND SUBSIDIARIES**

Consolidated Balance Sheets  
(In millions of U.S. dollars, except unit data)

	<u>As of December 31,</u>	
	<u>2021</u>	<u>2020</u>
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 1,087	\$ 1,560
Accounts and notes receivable, net of allowance of \$18 and \$42, respectively	547	536
Inventories, net	96	96
Prepays and other current assets	86	72
Total current assets	1,816	2,264
Property and equipment, net of accumulated depreciation and amortization of \$979 and \$879, respectively	2,035	2,031
Operating lease assets, net	1,130	1,152
Intangible assets, net	11,417	10,701
Goodwill	6,006	5,739
Net investment in property leased to franchisees	80	66
Other assets, net	762	824
Total assets	\$ 23,246	\$ 22,777
<b>LIABILITIES AND EQUITY</b>		
Current liabilities:		
Accounts and drafts payable	\$ 614	\$ 464
Other accrued liabilities	947	835
Gift card liability	221	191
Current portion of long-term debt and finance leases	96	111
Total current liabilities	1,878	1,601
Long-term debt, net of current portion	12,916	12,397
Finance leases, net of current portion	333	315
Operating lease liabilities, net of current portion	1,070	1,082
Other liabilities, net	1,822	2,236
Deferred income taxes, net	1,374	1,425
Total liabilities	19,393	19,056
Commitments and contingencies (Note 17)		
Partners' capital:		
Class A common units - 202,006,067 units issued and outstanding at December 31, 2021 and December 31, 2020	8,421	7,994
Partnership exchangeable units - 144,993,458 units issued and outstanding at December 31, 2021; 155,113,338 units issued and outstanding at December 31, 2020	(3,547)	(3,002)
Accumulated other comprehensive income (loss)	(1,024)	(1,275)
Total Partners' capital	3,850	3,717
Noncontrolling interests	3	4
Total equity	3,853	3,721
Total liabilities and equity	\$ 23,246	\$ 22,777

*See accompanying notes to consolidated financial statements.*

Approved on behalf of the Board of Directors of Restaurant Brands International Inc., as general partner of Restaurant Brands International Limited Partnership:

By: /s/ Daniel Schwartz  
Daniel Schwartz, Co-Chairman of Restaurant Brands International Inc.

By: /s/ Ali Hedayat  
Ali Hedayat, Director of Restaurant Brands International Inc.

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Consolidated Statements of Operations  
(In millions of U.S. dollars, except per unit data)

	<b>2021</b>	<b>2020</b>	<b>2019</b>
Revenues:			
Sales	\$ 2,378	\$ 2,013	\$ 2,362
Franchise and property revenues	2,452	2,121	2,381
Advertising revenues	909	834	860
Total revenues	<u>5,739</u>	<u>4,968</u>	<u>5,603</u>
Operating costs and expenses:			
Cost of sales	1,890	1,610	1,813
Franchise and property expenses	489	515	533
Advertising expenses	962	870	865
General and administrative expenses	508	407	406
(Income) loss from equity method investments	4	39	(11)
Other operating expenses (income), net	7	105	(10)
Total operating costs and expenses	<u>3,860</u>	<u>3,546</u>	<u>3,596</u>
Income from operations	1,879	1,422	2,007
Interest expense, net	505	508	532
Loss on early extinguishment of debt	11	98	23
Income before income taxes	<u>1,363</u>	<u>816</u>	<u>1,452</u>
Income tax expense	110	66	341
Net income	<u>1,253</u>	<u>750</u>	<u>1,111</u>
Net income attributable to noncontrolling interests	4	2	2
Net income attributable to common unitholders	<u>\$ 1,249</u>	<u>\$ 748</u>	<u>\$ 1,109</u>
Earnings per unit - basic and diluted (Note 3):			
Class A common units	\$ 4.15	\$ 2.41	\$ 3.18
Partnership exchangeable units	\$ 2.72	\$ 1.62	\$ 2.40
Weighted average units outstanding - basic and diluted (in millions) (Note 3):			
Class A common units	202	202	202
Partnership exchangeable units	151	162	194

*See accompanying notes to consolidated financial statements.*

[Table of Contents](#)**RESTAURANT BRANDS INTERNATIONAL LIMITED PARTNERSHIP AND SUBSIDIARIES**

## Consolidated Statements of Comprehensive Income (Loss)

(In millions of U.S. dollars)

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Net income	\$ 1,253	\$ 750	\$ 1,111
Foreign currency translation adjustment	(67)	332	409
Net change in fair value of net investment hedges, net of tax of \$15, \$60, and \$32	111	(242)	(86)
Net change in fair value of cash flow hedges, net of tax of \$(36), \$91, and \$29	96	(244)	(77)
Amounts reclassified to earnings of cash flow hedges, net of tax of \$(36), \$(27), and \$(6)	96	73	15
Gain (loss) recognized on defined benefit pension plans and other items, net of tax of \$(3), \$3, and \$1	15	(16)	(2)
Other comprehensive income (loss)	<u>251</u>	<u>(97)</u>	<u>259</u>
Comprehensive income (loss)	1,504	653	1,370
Comprehensive income (loss) attributable to noncontrolling interests	4	2	2
Comprehensive income (loss) attributable to common unitholders	<u>\$ 1,500</u>	<u>\$ 651</u>	<u>\$ 1,368</u>

*See accompanying notes to consolidated financial statements.*

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**RESTAURANT BRANDS INTERNATIONAL LIMITED PARTNERSHIP AND SUBSIDIARIES**

Consolidated Statements of Equity  
(In millions of U.S. dollars, except unit data)

	Class A Common Units		Partnership Exchangeable units		Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interests	Total
	Units	Amount	Units	Amount			
Balances at December 31, 2018	202,006,067	\$ 4,323	207,523,591	\$ 730	\$ (1,437)	\$ 2	\$ 3,618
Cumulative effect adjustment (Note 9)	—	12	—	9	—	—	21
Distributions declared on Class A common units (\$2.70 per unit)	—	(545)	—	—	—	—	(545)
Distributions declared on partnership exchangeable units (\$2.00 per unit)	—	—	—	(382)	—	—	(382)
Exchange of Partnership exchangeable units for RBI common shares	—	3,176	(42,016,392)	(3,176)	—	—	—
Repurchase of Partnership exchangeable units	—	—	—	—	—	—	—
Capital contribution from RBI Inc.	—	177	—	—	—	—	177
Restaurant VIE distributions	—	—	—	—	—	—	—
Net income	—	643	—	466	—	2	1,111
Other comprehensive income (loss)	—	—	—	—	259	—	259
Balances at December 31, 2019	202,006,067	\$ 7,786	165,507,199	\$ (2,353)	\$ (1,178)	\$ 4	\$ 4,259
Distributions declared on Class A common units (\$3.12 per unit)	—	(631)	—	—	—	—	(631)
Distributions declared on partnership exchangeable units (\$2.08 per unit)	—	—	—	(336)	—	—	(336)
Exchange of Partnership exchangeable units for RBI common shares	—	195	(3,636,169)	(195)	—	—	—
Repurchase of Partnership exchangeable units	—	—	(6,757,692)	(380)	—	—	(380)
Capital contribution from RBI Inc.	—	158	—	—	—	—	158
Restaurant VIE distributions	—	—	—	—	—	(2)	(2)
Net income	—	486	—	262	—	2	750
Other comprehensive income (loss)	—	—	—	—	(97)	—	(97)
Balances at December 31, 2020	202,006,067	\$ 7,994	155,113,338	\$ (3,002)	\$ (1,275)	\$ 4	\$ 3,721
Distributions declared on Class A common units (\$3.26 per unit)	—	(658)	—	—	—	—	(658)
Distributions declared on partnership exchangeable units (\$2.12 per unit)	—	—	—	(318)	—	—	(318)
Exchange of Partnership exchangeable units for RBI common shares	—	638	(10,119,880)	(638)	—	—	—
Distribution to RBI for repurchase of RBI common shares	—	(551)	—	—	—	—	(551)
Capital contribution from RBI Inc.	—	160	—	—	—	—	160
Restaurant VIE distributions	—	—	—	—	—	(5)	(5)
Net income	—	838	—	411	—	4	1,253
Other comprehensive income (loss)	—	—	—	—	251	—	251
Balances at December 31, 2021	202,006,067	\$ 8,421	144,993,458	\$ (3,547)	\$ (1,024)	\$ 3	\$ 3,853

See accompanying notes to consolidated financial statements.

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**RESTAURANT BRANDS INTERNATIONAL LIMITED PARTNERSHIP AND SUBSIDIARIES**

Consolidated Statements of Cash Flows

(In millions of U.S. dollars)

	<b>2021</b>	<b>2020</b>	<b>2019</b>
<b>Cash flows from operating activities:</b>			
Net income	\$ 1,253	\$ 750	\$ 1,111
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	201	189	185
Premiums paid and non-cash loss on early extinguishment of debt	11	97	16
Amortization of deferred financing costs and debt issuance discount	27	26	29
(Income) loss from equity method investments	4	39	(11)
Loss (gain) on remeasurement of foreign denominated transactions	(76)	100	(14)
Net (gains) losses on derivatives	87	32	(49)
Share-based compensation and non-cash incentive compensation expense	102	84	74
Deferred income taxes	(5)	(208)	58
Other	(16)	28	6
Changes in current assets and liabilities, excluding acquisitions and dispositions:			
Accounts and notes receivable	8	(30)	(53)
Inventories and prepaids and other current assets	12	(10)	(15)
Accounts and drafts payable	149	(183)	112
Other accrued liabilities and gift card liability	67	6	(57)
Tenant inducements paid to franchisees	(20)	(22)	(54)
Other long-term assets and liabilities	(78)	23	138
Net cash provided by operating activities	<u>1,726</u>	<u>921</u>	<u>1,476</u>
<b>Cash flows from investing activities:</b>			
Payments for property and equipment	(106)	(117)	(62)
Net proceeds from disposal of assets, restaurant closures and refranchisings	16	12	8
Net payment for purchase of Firehouse Subs, net of cash acquired	(1,004)	—	—
Settlement/sale of derivatives, net	5	33	24
Other investing activities, net	(14)	(7)	—
Net cash used for investing activities	<u>(1,103)</u>	<u>(79)</u>	<u>(30)</u>
<b>Cash flows from financing activities:</b>			
Proceeds from revolving line of credit and long-term debt	1,335	5,235	2,250
Repayments of revolving line of credit, long-term debt and finance leases	(889)	(4,708)	(2,266)
Payment of financing costs	(19)	(43)	(50)
Distributions on Class A common and Partnership exchangeable units	(974)	(959)	(901)
Repurchase of Partnership exchangeable units	—	(380)	—
Distributions to RBI for repurchase of RBI common shares	(551)	—	—
Capital contribution from RBI	60	82	102
(Payments) proceeds from derivatives	(51)	(46)	23
Other financing activities, net	(4)	(2)	—
Net cash used for financing activities	<u>(1,093)</u>	<u>(821)</u>	<u>(842)</u>
Effect of exchange rates on cash and cash equivalents	(3)	6	16
Increase (decrease) in cash and cash equivalents	(473)	27	620
Cash and cash equivalents at beginning of period	1,560	1,533	913
<b>Cash and cash equivalents at end of period</b>	<u>\$ 1,087</u>	<u>\$ 1,560</u>	<u>\$ 1,533</u>
<b>Supplemental cash flow disclosures:</b>			
Interest paid	\$ 404	\$ 463	\$ 584
Income taxes paid	\$ 256	\$ 267	\$ 248

*See accompanying notes to consolidated financial statements.*

## RESTAURANT BRANDS INTERNATIONAL LIMITED PARTNERSHIP AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

#### Note 1. Description of Business and Organization

##### *Description of Business*

Restaurant Brands International Limited Partnership (“Partnership”, “we”, “us” or “our”) is a Canadian limited partnership. On December 15, 2021 we acquired FRG, LLC (“Firehouse Subs”). We franchise and operate quick service restaurants serving premium coffee and other beverage and food products under the *Tim Hortons*® brand (“Tim Hortons” or “TH”), fast food hamburgers principally under the *Burger King*® brand (“Burger King” or “BK”), chicken under the *Popeyes*® brand (“Popeyes” or “PLK”) and sandwiches under the *Firehouse Subs*® brand (“Firehouse” or “FHS”). We are one of the world’s largest quick service restaurant, or QSR, companies as measured by total number of restaurants. As of December 31, 2021, we franchised or owned 5,291 Tim Hortons restaurants, 19,247 Burger King restaurants, 3,705 Popeyes restaurants, and 1,213 Firehouse restaurants, for a total of 29,456 restaurants, and operate in more than 100 countries. Approximately 100% of current system-wide restaurants are franchised.

We are a subsidiary of Restaurant Brands International Inc. (“RBI”). RBI is our sole general partner, and as such, RBI has the exclusive right, power and authority to manage, control, administer and operate the business and affairs and to make decisions regarding the undertaking and business of Partnership in accordance with the partnership agreement of Partnership (“partnership agreement”) and applicable laws.

All references to “\$” or “dollars” are to the currency of the United States unless otherwise indicated. All references to “Canadian dollars” or “C\$” are to the currency of Canada unless otherwise indicated.

#### Note 2. Significant Accounting Policies

##### *Fiscal Year*

We operate on a monthly calendar, with a fiscal year that ends on December 31. TH, BK and PLK operate on the same fiscal year. The fiscal year of FHS ends on the Sunday on or before December 31 which was December 26, 2021.

##### *Basis of Presentation*

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States (“GAAP”) and related rules and regulations of the U.S. Securities and Exchange Commission requires our management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, and the related disclosure of contingent assets and liabilities. Actual results could differ from these estimates.

##### *Principles of Consolidation*

The consolidated financial statements (the “Financial Statements”) include our accounts and the accounts of entities in which we have a controlling financial interest, the usual condition of which is ownership of a majority voting interest. All material intercompany balances and transactions have been eliminated in consolidation. Investments in other affiliates that are owned 50% or less where we have significant influence are accounted for by the equity method.

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. Our maximum exposure to loss resulting from involvement with VIEs is attributable to accounts and notes receivable balances, investment balances, outstanding loan guarantees and future lease payments, where applicable.

As our franchise and master franchise arrangements provide the franchise and master franchise entities the power to direct the activities that most significantly impact their economic performance, we do not consider ourselves the primary beneficiary of any such entity that might be a VIE.

Tim Hortons has historically entered into certain arrangements in which an operator acquires the right to operate a restaurant, but Tim Hortons owns the restaurant’s assets. In these arrangements, Tim Hortons has the ability to determine which operators manage the restaurants and for what duration. We perform an analysis to determine if the legal entity in which operations are conducted is a VIE and consolidate a VIE entity if we also determine Tim Hortons is the entity’s primary beneficiary (“Restaurant



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VIEs”). As of December 31, 2021 and 2020, we determined that we are the primary beneficiary of 46 and 38 Restaurant VIEs, respectively, and accordingly, have consolidated the results of operations, assets and liabilities, and cash flows of these Restaurant VIEs in our Financial Statements.

Assets and liabilities related to consolidated VIEs are not significant to our total consolidated assets and liabilities. Liabilities recognized as a result of consolidating these VIEs do not necessarily represent additional claims on our general assets; rather, they represent claims against the specific assets of the consolidated VIEs. Conversely, assets recognized as a result of consolidating these VIEs do not represent additional assets that could be used to satisfy claims by our creditors as they are not legally included within our general assets.

### ***Reclassifications***

Certain prior year amounts in the accompanying consolidated financial statements and notes to the consolidated financial statements have been reclassified in order to be comparable with the current year classifications. These consist of the 2020 and 2019 reclassification of advertising fund contributions from Franchise and property revenues to Advertising revenues and advertising fund expenses from Selling, general and administrative expenses to Advertising expenses, with General and administrative expenses now presented separately. Depreciation and amortization expenses related to the advertising funds for 2020 and 2019 have also been reclassified from Franchise and property expenses to Advertising expenses. These reclassifications did not arise as a result of any changes to accounting policies and relate entirely to presentation with no effect on previously reported net income.

### ***Foreign Currency Translation and Transaction Gains and Losses***

Our functional currency is the U.S. dollar, since our term loans and senior secured notes are denominated in U.S. dollars. The functional currency of each of our operating subsidiaries is generally the currency of the economic environment in which the subsidiary primarily does business. Our foreign subsidiaries’ financial statements are translated into U.S. dollars using the foreign exchange rates applicable to the dates of the financial statements. Assets and liabilities are translated using the end-of-period spot foreign exchange rates. Income, expenses and cash flows are translated at the average foreign exchange rates for each period. Equity accounts are translated at historical foreign exchange rates. The effects of these translation adjustments are reported as a component of accumulated other comprehensive income (loss) (“AOCI”) in the consolidated statements of equity.

For any transaction that is denominated in a currency different from the entity’s functional currency, we record a gain or loss based on the difference between the foreign exchange rate at the transaction date and the foreign exchange rate at the transaction settlement date (or rate at period end, if unsettled) which is included within other operating expenses (income), net in the consolidated statements of operations.

### ***Cash and Cash Equivalents***

All highly liquid investments with original maturities of three months or less and credit card receivables are considered cash equivalents.

### ***Inventories***

Inventories are carried at the lower of cost or net realizable value and consist primarily of raw materials such as green coffee beans and finished goods such as new equipment, parts, paper supplies and restaurant food items. The moving average method is used to determine the cost of raw materials and finished goods inventories held for sale to Tim Hortons franchisees.

### ***Property and Equipment, net***

We record property and equipment at historical cost less accumulated depreciation and amortization, which is recognized using the straight-line method over the following estimated useful lives: (i) buildings and improvements – up to 40 years; (ii) restaurant equipment – up to 17 years; (iii) furniture, fixtures and other – up to 10 years; and (iv) manufacturing equipment – up to 25 years. Leasehold improvements to properties where we are the lessee are amortized over the lesser of the remaining term of the lease or the estimated useful life of the improvement.

Major improvements are capitalized, while maintenance and repairs are expensed when incurred.

### ***Leases***

In all leases, whether we are the lessor or lessee, we define lease term as the noncancellable term of the lease plus any renewals covered by renewal options that are reasonably certain of exercise based on our assessment of the economic factors relevant to the lessee. The noncancellable term of the lease commences on the date the lessor makes the underlying property in the lease available to the lessee, irrespective of when lease payments begin under the contract.

### ***Lessor Accounting***

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We recognize lease payments for operating leases as property revenue on a straight-line basis over the lease term, and property revenue is presented net of any related sales tax. Lease incentive payments we make to lessees are amortized as a reduction in property revenue over the lease term. We account for reimbursements of maintenance and property tax costs paid to us by lessees as property revenue.

We also have net investments in properties leased to franchisees, which meet the criteria of sales-type leases or met the criteria of direct financing leases under the previous accounting guidance. Investments in sales-type leases and direct financing leases are recorded on a net basis. Profit or loss on sales-type leases is recognized at lease commencement and recorded in other operating expenses (income), net. Unearned income on direct financing leases is deferred, included in the net investment in the lease, and recognized over the lease term yielding a constant periodic rate of return on the net investment in the lease.

We recognize variable lease payment income in the period when changes in facts and circumstances on which the variable lease payments are based occur.

### *Lessee Accounting*

In leases where we are the lessee, we recognize a right-of-use (“ROU”) asset and lease liability at lease commencement, which are measured by discounting lease payments using our incremental borrowing rate as the discount rate. We determine the incremental borrowing rate applicable to each lease by reference to our outstanding secured borrowings and implied spreads over the risk-free discount rates that correspond to the term of each lease, as adjusted for the currency of the lease. Subsequent amortization of the ROU asset and accretion of the lease liability for an operating lease is recognized as a single lease cost, on a straight-line basis, over the lease term. Reductions of the ROU asset and the change in the lease liability are included in changes in Other long-term assets and liabilities in the Consolidated Statement of Cash Flows.

A finance lease ROU asset is depreciated on a straight-line basis over the lesser of the useful life of the leased asset or lease term. Interest on each finance lease liability is determined as the amount that results in a constant periodic discount rate on the remaining balance of the liability. Operating lease and finance lease ROU assets are assessed for impairment in accordance with our long-lived asset impairment policy.

We reassess lease classification and remeasure ROU assets and lease liabilities when a lease is modified and that modification is not accounted for as a separate contract or upon certain other events that require reassessment. Maintenance and property tax expenses are accounted for on an accrual basis as variable lease cost.

We recognize variable lease cost in the period when changes in facts and circumstances on which the variable lease payments are based occur.

### ***Goodwill and Intangible Assets Not Subject to Amortization***

Goodwill represents the excess of the purchase price over the fair value of assets acquired and liabilities assumed in connection with the acquisition of Firehouse Subs in 2021, the acquisition of Popeyes in 2017, the acquisition of Tim Hortons in 2014 and the acquisition of Burger King Holdings, Inc. by 3G Capital Partners Ltd. in 2010. Our indefinite-lived intangible assets consist of the *Tim Hortons* brand, the *Burger King* brand, the *Popeyes* brand and the *Firehouse Subs* brand (each a “Brand” and together, the “Brands”). Goodwill and the Brands are tested for impairment at least annually as of October 1 of each year and more often if an event occurs or circumstances change which indicate impairment might exist. Our annual impairment tests of goodwill and the Brands may be completed through qualitative assessments. We may elect to bypass the qualitative assessment and proceed directly to a quantitative impairment test for any reporting unit or Brand in any period. We can resume the qualitative assessment for any reporting unit or Brand in any subsequent period.

Under a qualitative approach, our impairment review for goodwill consists of an assessment of whether it is more-likely-than-not that a reporting unit’s fair value is less than its carrying amount. If we elect to bypass the qualitative assessment for any reporting unit, 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 that requires us to estimate the fair value of the reporting unit. If the fair value of the reporting unit is less than its carrying amount, we will measure any goodwill impairment loss as the amount by which the carrying amount of a reporting unit exceeds its fair value, not to exceed the total amount of goodwill allocated to that reporting unit.

Under a qualitative approach, our impairment review for the Brands consists of an assessment of whether it is more-likely-than-not that a Brand’s fair value is less than its carrying amount. If we elect to bypass the qualitative assessment for a Brand, or if a qualitative assessment indicates it is more-likely-than-not that the estimated carrying value of a Brand exceeds its fair value, we estimate the fair value of the Brand and compare it to its carrying amount. If the carrying amount exceeds fair value, an impairment loss is recognized in an amount equal to that excess.

We completed our impairment tests for goodwill and the Brands as of October 1, 2021, 2020 and 2019 and no impairment resulted.

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### ***Long-Lived Assets***

Long-lived assets, such as property and equipment, intangible assets subject to amortization and lease right-of-use assets, are tested for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset or asset group may not be recoverable. Some of the events or changes in circumstances that would trigger an impairment review include, but are not limited to, bankruptcy proceedings or other significant financial distress of a lessee; significant negative industry or economic trends; knowledge of transactions involving the sale of similar property at amounts below the carrying value; or our expectation to dispose of long-lived assets before the end of their estimated useful lives. The impairment test for long-lived assets requires us to assess the recoverability of long-lived assets by comparing their net carrying value to the sum of undiscounted estimated future cash flows directly associated with and arising from use and eventual disposition of the assets or asset group. Long-lived assets are grouped for recognition and measurement of impairment at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets. If the net carrying value of a group of long-lived assets exceeds the sum of related undiscounted estimated future cash flows, we record an impairment charge equal to the excess, if any, of the net carrying value over fair value.

### ***Other Comprehensive Income (Loss)***

Other comprehensive income (loss) (“OCI”) refers to revenues, expenses, gains and losses that are included in comprehensive income (loss), but are excluded from net income (loss) as these amounts are recorded directly as an adjustment to equity, net of tax. Our other comprehensive income (loss) is primarily comprised of unrealized gains and losses on foreign currency translation adjustments and unrealized gains and losses on hedging activity, net of tax.

### ***Derivative Financial Instruments***

We recognize and measure all derivative instruments as either assets or liabilities at fair value in the consolidated balance sheets. We may enter into derivatives that are not designated as hedging instruments for accounting purposes, but which largely offset the economic impact of certain transactions.

Gains or losses resulting from changes in the fair value of derivatives are recognized in earnings or recorded in other comprehensive income (loss) and recognized in the consolidated statements of operations when the hedged item affects earnings, depending on the purpose of the derivatives and whether they qualify for, and we have applied, hedge accounting treatment.

When applying hedge accounting, we designate at a derivative’s inception, the specific assets, liabilities or future commitments being hedged, and assess the hedge’s effectiveness at inception and on an ongoing basis. We discontinue hedge accounting when: (i) we determine that the cash flow derivative is no longer effective in offsetting changes in the cash flows of a hedged item; (ii) the derivative expires or is sold, terminated or exercised; (iii) it is no longer probable that the forecasted transaction will occur; or (iv) management determines that designation of the derivatives as a hedge instrument is no longer appropriate. We do not enter into or hold derivatives for speculative purposes.

### ***Disclosures about Fair Value***

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 in the principal market, or if none exists, the most advantageous market, for the specific asset or liability at the measurement date (the exit price). The fair value is based on assumptions that market participants would use when pricing the asset or liability. The fair values are assigned a level within the fair value hierarchy, depending on the source of the inputs into the calculation, as follows:

*Level 1* Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.

*Level 2* Inputs other than quoted prices included in Level 1 that are observable for the asset or liability either directly or indirectly.

*Level 3* Unobservable inputs reflecting management’s own assumptions about the inputs used in pricing the asset or liability.

The carrying amounts for cash and cash equivalents, accounts and notes receivable and accounts and drafts payable approximate fair value based on the short-term nature of these amounts.

We carry all of our derivatives at fair value and value them using various pricing models or discounted cash flow analysis that incorporate observable market parameters, such as interest rate yield curves and currency rates, which are Level 2 inputs. Derivative valuations incorporate credit risk adjustments that are necessary to reflect the probability of default by the counterparty or us. For disclosures about the fair value measurements of our derivative instruments, see Note 12, *Derivative Instruments*.

The following table presents the fair value of our variable rate term debt and senior notes, estimated using inputs based on bid and offer prices that are Level 2 inputs, and principal carrying amount (in millions):

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	As of December 31,	
	2021	2020
Fair value of our variable term debt and senior notes	\$ 12,851	\$ 12,477
Principal carrying amount of our variable term debt and senior notes	12,943	12,453

The determinations of fair values of certain tangible and intangible assets for purposes of the application of the acquisition method of accounting to the acquisition of Firehouse Subs were based on Level 3 inputs. The determination of fair values of our reporting units and the determination of the fair value of the Brands for impairment testing using a quantitative approach during 2020 and 2019 were based upon Level 3 inputs.

### ***Revenue Recognition***

#### *Sales*

Sales consist primarily of supply chain sales, which represent sales of products, supplies and restaurant equipment to franchisees, as well as sales to retailers and are presented net of any related sales tax. Orders placed by customers specify the goods to be delivered and transaction prices for supply chain sales. Revenue is recognized upon transfer of control over ordered items, generally upon delivery to the customer, which is when the customer obtains physical possession of the goods, legal title is transferred, the customer has all risks and rewards of ownership and an obligation to pay for the goods is created. Shipping and handling costs associated with outbound freight for supply chain sales are accounted for as fulfillment costs and classified as cost of sales.

To a much lesser extent, sales also include Company restaurant sales (including Restaurant VIEs), which consist of sales to restaurant guests. Revenue from Company restaurant sales is recognized at the point of sale. Taxes assessed by a governmental authority that we collect are excluded from revenue.

#### *Franchise revenues and advertising revenues*

Franchise revenues and advertising revenues consist primarily of royalties, advertising fund contributions, initial and renewal franchise fees and upfront fees from development agreements and master franchise and development agreements (“MFDAs”). Under franchise agreements, we provide franchisees with (i) a franchise license, which includes a license to use our intellectual property and, in those markets where our subsidiaries manage an advertising fund, advertising and promotion management, (ii) pre-opening services, such as training and inspections, and (iii) ongoing services, such as development of training materials and menu items and restaurant monitoring and inspections. The services we provide under franchise agreements are highly interrelated and dependent upon the franchise license and we concluded the services do not represent individually distinct performance obligations. Consequently, we bundle the franchise license performance obligation and promises to provide services into a single performance obligation, which we satisfy by providing a right to use our intellectual property over the term of each franchise agreement.

Royalties, including franchisee contributions to advertising funds managed by our subsidiaries, are calculated as a percentage of franchise restaurant sales over the term of the franchise agreement. Under our franchise agreements, advertising contributions received from franchisees must be spent on advertising, product development, marketing and related activities. Initial and renewal franchise fees are payable by the franchisee upon a new restaurant opening or renewal of an existing franchise agreement. Our franchise agreement royalties, inclusive of advertising fund contributions, represent sales-based royalties that are related entirely to our performance obligation under the franchise agreement and are recognized as franchise sales occur. We separately classify advertising fund contributions in Advertising revenues while all other franchise revenues are classified in Franchise and property revenues. Additionally, initial and renewal franchise fees are recognized as revenue on a straight-line basis over the term of the respective agreement. Our performance obligation under development agreements other than MFDAs generally consists of an obligation to grant exclusive development rights over a stated term. These development rights are not distinct from franchise agreements, so upfront fees paid by franchisees for exclusive development rights are deferred and apportioned to each franchise restaurant opened by the franchisee. The pro rata amount apportioned to each restaurant is accounted for as an initial franchise fee.

We have a distinct performance obligation under our MFDAs to grant subfranchising rights over a stated term. Under the terms of MFDAs, we typically either receive an upfront fee paid in cash and/or receive noncash consideration in the form of an equity interest in the master franchisee or an affiliate of the master franchisee. We account for noncash consideration as investments in the applicable equity method investee and recognize revenue in an amount equal to the fair value of the equity interest received. Upfront fees from master franchisees, including the fair value of noncash consideration, are deferred and amortized over the MFDA term on a straight-line basis. We may recognize unamortized upfront fees when a contract with a franchisee or master franchisee is modified and is accounted for as a termination of the existing contract.

The portion of gift cards sold to customers which are never redeemed is commonly referred to as gift card breakage. We recognize gift card breakage income proportionately as each gift card is redeemed using an estimated breakage rate based on our historical experience.

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### *Property revenues*

Property revenues consists of rental income from properties we lease or sublease to franchisees. Property revenues are accounted for in accordance with applicable accounting guidance for leases and are excluded from the scope of revenue recognition guidance.

### *Advertising and Promotional Costs*

Company restaurants and franchise restaurants contribute to advertising funds that our subsidiaries manage in the United States and Canada and certain other international markets. The advertising funds expense the production costs of advertising when the advertisements are first aired or displayed. All other advertising and promotional costs are expensed in the period incurred. Under our franchise agreements, advertising contributions received from franchisees must be spent on advertising, product development, marketing and related activities. The advertising contributions by Company restaurants (including Restaurant VIEs) are eliminated in consolidation.

### *Deferred Financing Costs*

Deferred financing costs are amortized over the term of the related debt agreement into interest expense using the effective interest method.

### *Income Taxes*

Amounts in the Financial Statements related to income taxes are calculated using the principles of ASC Topic 740, *Income Taxes*. Under these principles, deferred tax assets and liabilities reflect the impact of temporary differences between the amounts of assets and liabilities recognized for financial reporting purposes and the amounts recognized for tax purposes, as well as tax credit carry-forwards and loss carry-forwards. These deferred taxes are measured by applying currently enacted tax rates. A deferred tax asset is recognized when it is considered more-likely-than-not to be realized. The effects of changes in tax rates on deferred tax assets and liabilities are recognized in income in the year in which the law is enacted. A valuation allowance reduces deferred tax assets when it is more-likely-than-not that some portion or all of the deferred tax assets will not be realized.

We recognize positions taken or expected to be taken in a tax return in the Financial Statements when it is more-likely-than-not (i.e., a likelihood of more than 50%) that the position would be sustained upon examination by tax authorities. A recognized tax position is then measured at the largest amount of benefit with greater than 50% likelihood of being realized upon ultimate settlement.

Translation gains and losses resulting from the remeasurement of foreign deferred tax assets or liabilities denominated in a currency other than the functional currency are classified as other operating expenses (income), net in the consolidated statements of operations.

### *Share-based Compensation*

Compensation expense related to the issuance of share-based awards to our employees is measured at fair value on the grant date. We use the Black-Scholes option pricing model to value stock options. The fair value of restricted stock units is based on the closing price of our stock at the award date. If applicable, RBI's total shareholder return relative to our peer group is incorporated into the underlying assumptions using a Monte Carlo simulation valuation model to calculate grant date fair value for performance based awards with a market condition. The compensation expense for awards that vest over a future service period is recognized over the requisite service period on a straight-line basis, adjusted for estimated forfeitures of awards that are not expected to vest. We use historical data to estimate forfeitures for share-based awards. Upon the end of the service period, compensation expense is adjusted to account for the actual forfeiture rate. The compensation expense for awards that contain performance conditions is recognized when it is probable that the performance conditions will be achieved.

### *New Accounting Pronouncements*

*Simplifying the Accounting for Income Taxes* – In December 2019, the FASB issued guidance which simplifies the accounting for income taxes by removing certain exceptions and by clarifying and amending existing guidance applicable to accounting for income taxes. The amendment is effective commencing in 2021 with early adoption permitted. The adoption of this new guidance in 2021 did not have a material impact on our Financial Statements.

*Accounting Relief for the Transition Away from LIBOR and Certain other Reference Rates* – In March 2020 and as clarified in January 2021, the FASB issued guidance which provides optional expedients and exceptions for applying U.S. GAAP to contracts, hedging relationships, and other transactions that reference LIBOR or another reference rate expected to be discontinued because of reference rate reform. This amendment is effective as of March 12, 2020 through December 31, 2022. The expedients and exceptions provided by this new guidance do not apply to contract modifications made and hedging relationships entered into or evaluated after December 31, 2022, except for hedging relationships existing as of December 31, 2022, that an entity has elected certain optional



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expedients for and that are retained through the end of the hedging relationships. During the third quarter of 2021, we adopted certain of the expedients as it relates to hedge accounting as certain of our debt agreements and hedging relationships bear interest at variable rates, primarily U.S. dollar LIBOR. The adoption of and future elections under this new guidance did not and are not expected to have a material impact on our Financial Statements. We will continue to monitor the discontinuance of LIBOR on our debt agreements and hedging relationships.

*Lessors—Certain Leases with Variable Lease Payments* – In July 2021, the FASB issued guidance that requires lessors to classify and account for a lease with variable lease payments that do not depend on a reference index or a rate as an operating lease if (a) the lease would have been classified as a sales-type lease or a direct financing lease in accordance with lease classification criteria and (b) the lessor would have otherwise recognized a day-one loss. This amendment is effective in 2022 with early adoption permitted. This guidance may be applied either retrospectively to leases that commenced or were modified on or after the adoption of lease guidance we adopted in 2019 or prospectively to leases that commence or are modified on or after the date that this new guidance is applied. We do not expect that the adoption of this new guidance will have a material impact on our Financial Statements.

*Accounting for Contract Assets and Contract Liabilities from Contracts with Customers*— In October 2021, the FASB issued guidance which requires contract assets and contract liabilities (i.e., unearned revenue) acquired in a business combination to be recognized and measured in accordance with revenue from contracts with customers guidance. Currently, we recognize contract assets and contract liabilities at the acquisition date based on fair value estimates, which historically has resulted in a reduction to unearned revenue on the balance sheet, and therefore, a reduction to revenues that would have otherwise been recorded as an independent entity. This guidance is effective for interim and annual periods beginning after December 15, 2022 on a prospective basis, with early adoption permitted. During the fourth quarter of 2021, we adopted this guidance which did not have a material impact on our Financial Statements.

### Note 3. Firehouse Acquisition

On December 15, 2021, we completed the acquisition of Firehouse Subs (the “Firehouse Acquisition”) which complements RBI’s existing portfolio. Like RBI’s other brands, the *Firehouse Subs* brand is managed independently, while benefiting from the global scale and resources of RBI. The Firehouse Acquisition was accounted for as a business combination using the acquisition method of accounting.

Total consideration in connection with the Firehouse Acquisition was \$1,033 million, subject to post-closing adjustments. The consideration was funded through cash on hand and \$533 million of incremental borrowings under our Term Loan Facility - See Note 9, *Long-Term Debt*.

Fees and expenses related to the Firehouse Acquisition and related financings (“FHS Transaction costs”) totaled \$18 million, consisting primarily of professional fees and compensation related expenses which are classified as general and administrative expenses in the accompanying consolidated statements of operations.

The preliminary allocation of consideration to the net tangible and intangible assets acquired is presented in the table below (in millions):

	<b>December 15, 2021</b>	
Total current assets	\$	21
Property and equipment		4
<i>Firehouse Subs</i> brand		768
Total liabilities		(13)
Total identifiable net assets		780
Goodwill		253
Total consideration	\$	<u>1,033</u>

The purchase price allocation reflects preliminary fair value estimates based on management’s analysis, including preliminary work performed by third-party valuation specialists. We will continue to obtain information to assist in determining the fair value of net assets acquired during the measurement period.

The Firehouse Subs brand has been assigned an indefinite life and, therefore, will not be amortized, but rather tested annually for impairment. Goodwill attributable to the Firehouse Acquisition will be amortized and deductible for tax purposes. Goodwill is considered to represent the value associated with the workforce and synergies anticipated to be realized as a combined company. We have not yet allocated goodwill related to the Firehouse Acquisition to reporting units for goodwill impairment testing purposes. Goodwill will be allocated to reporting units when the purchase price allocation is finalized during the measurement period.

The results of operations of Firehouse Subs have been included in our consolidated financial statements from the acquisition date of December 15, 2021 through December 26, 2021, the fiscal year end for FHS. The Firehouse Acquisition is not material to our consolidated financial statements, and therefore, supplemental pro forma financial information related to the acquisition is not included herein.

**Note 4. Earnings Per Unit**

Partnership uses the two-class method in the computation of earnings per unit. Pursuant to the terms of the partnership agreement, RBI, as the holder of the Class A common units, is entitled to receive distributions from Partnership in an amount equal to the aggregate dividends payable by RBI to holders of RBI common shares, and the holders of Class B exchangeable limited partnership units (the “Partnership exchangeable units”) are entitled to receive distributions from Partnership in an amount per unit equal to the dividends payable by RBI on each RBI common share. Partnership’s net income available to common unitholders is allocated between the Class A common units and Partnership exchangeable units on a fully-distributed basis and reflects residual net income after noncontrolling interests. Basic and diluted earnings per Class A common unit is determined by dividing net income allocated to Class A common unitholders by the weighted average number of Class A common units outstanding for the period. Basic and diluted earnings per Partnership exchangeable unit is determined by dividing net income allocated to the Partnership exchangeable units by the weighted average number of Partnership exchangeable units outstanding during the period.

There are no dilutive securities for Partnership as the exercise of stock options will not affect the numbers of Class A common units or Partnership exchangeable units outstanding. However, the issuance of shares by RBI in future periods will affect the allocation of net income attributable to common unitholders between Partnership’s Class A common units and Partnership exchangeable units.

The following table summarizes the basic and diluted earnings per unit calculations (in millions, except per unit amounts):

	<b>2021</b>	<b>2020</b>	<b>2019</b>
<b>Allocation of net income among partner interests:</b>			
Net income allocated to Class A common unitholders	\$ 838	\$ 486	\$ 643
Net income allocated to Partnership exchangeable unitholders	411	262	466
Net income attributable to common unitholders	<u>\$ 1,249</u>	<u>\$ 748</u>	<u>\$ 1,109</u>
<b>Denominator - basic and diluted partnership units:</b>			
Weighted average Class A common units	202	202	202
Weighted average Partnership exchangeable units	151	162	194
<b>Earnings per unit - basic and diluted:</b>			
Class A common units (a)	\$ 4.15	\$ 2.41	\$ 3.18
Partnership exchangeable units (a)	\$ 2.72	\$ 1.62	\$ 2.40

(a) Earnings per unit may not recalculate exactly as it is calculated based on unrounded numbers.

**Note 5. Property and Equipment, net**

Property and equipment, net, consist of the following (in millions):

	<b>As of December 31,</b>	
	<b>2021</b>	<b>2020</b>
Land	\$ 1,011	\$ 1,007
Buildings and improvements	1,200	1,192
Restaurant equipment	193	163
Furniture, fixtures, and other	257	242
Finance leases	323	289
Construction in progress	30	17
	<u>3,014</u>	<u>2,910</u>
Accumulated depreciation and amortization	(979)	(879)
Property and equipment, net	<u>\$ 2,035</u>	<u>\$ 2,031</u>

Depreciation and amortization expense on property and equipment totaled \$148 million for 2021, \$140 million for 2020 and \$136 million for 2019.

Included in our property and equipment, net at December 31, 2021 and 2020 are \$246 million and \$238 million, respectively, of assets leased under finance leases (mostly buildings and improvements), net of accumulated depreciation and amortization of \$77 million and \$51 million, respectively.



**Note 6. Intangible Assets, net and Goodwill**

Intangible assets, net and goodwill consist of the following (in millions):

	As of December 31,					
	2021			2020		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
Identifiable assets subject to amortization:						
Franchise agreements	\$ 722	\$ (290)	\$ 432	\$ 735	\$ (264)	\$ 471
Favorable leases	104	(63)	41	117	(66)	51
Subtotal	826	(353)	473	852	(330)	522
Indefinite-lived intangible assets:						
<i>Tim Hortons</i> brand	\$ 6,695	\$ —	\$ 6,695	\$ 6,650	\$ —	\$ 6,650
<i>Burger King</i> brand	2,126	—	2,126	2,174	—	2,174
<i>Popeyes</i> brand	1,355	—	1,355	1,355	—	1,355
<i>Firehouse Subs</i> brand	768	—	768	—	—	—
Subtotal	10,944	—	10,944	10,179	—	10,179
Intangible assets, net			<u>\$ 11,417</u>			<u>\$ 10,701</u>
Goodwill						
Tim Hortons segment	\$ 4,306			\$ 4,279		
Burger King segment	601			614		
Popeyes segment	846			846		
Firehouse segment	253			—		
Total	<u>\$ 6,006</u>			<u>\$ 5,739</u>		

Amortization expense on intangible assets totaled \$41 million for 2021, \$43 million for 2020, and \$44 million for 2019. The change in the brands and goodwill balances during 2021 was due to the acquisition of Firehouse Subs and the impact of foreign currency translation.

As of December 31, 2021, the estimated future amortization expense on identifiable assets subject to amortization is as follows (in millions):

<b>Twelve-months ended December 31,</b>	<b>Amount</b>
2022	\$ 39
2023	37
2024	36
2025	34
2026	34
Thereafter	293
Total	<u>\$ 473</u>

**Note 7. Equity Method Investments**

The aggregate carrying amount of our equity method investments was \$194 million and \$205 million as of December 31, 2021 and 2020, respectively, and is included as a component of Other assets, net in our consolidated balance sheets.

Except for the following equity method investments, no quoted market prices are available for our other equity method investments. The aggregate market value of our 15.5% equity interest in Carrols Restaurant Group, Inc. (“Carrols”) based on the quoted market price on December 31, 2021 is approximately \$28 million. The aggregate market value of our 9.4% equity interest in BK Brasil Operação e Assessoria a Restaurantes S.A. based on the quoted market price on December 31, 2021 is approximately \$28 million. We have evaluated recent declines in the market value of these equity method investments and concluded they are not other than temporary and as such no impairments have been recognized during 2021.

We have equity interests in entities that own or franchise Tim Hortons or Burger King restaurants. Franchise and property revenue recognized from franchisees that are owned or franchised by entities in which we have an equity interest consist of the following (in millions):

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Revenues from affiliates:			
Royalties	\$ 350	\$ 239	\$ 290
Advertising revenues	67	50	55
Property revenues	32	32	33
Franchise fees and other revenue	21	14	10
<b>Total</b>	<u>\$ 470</u>	<u>\$ 335</u>	<u>\$ 388</u>

At December 31, 2021 and 2020, we had \$48 million and \$52 million, respectively, of accounts receivable, net from our equity method investments which were recorded in accounts and notes receivable, net in our consolidated balance sheets.

With respect to our TH business, the most significant equity method investment is our 50.0% joint venture interest with The Wendy’s Company (the “TIMWEN Partnership”), which jointly holds real estate underlying Canadian combination restaurants. Distributions received from this joint venture were \$16 million, \$8 million and \$13 million during 2021, 2020 and 2019, respectively.

We recognized rent expense associated with the TIMWEN Partnership of \$18 million, \$15 million, and \$19 million during 2021, 2020 and 2019, respectively.

(Income) loss from equity method investments reflects our share of investee net income or loss, non-cash dilution gains or losses from changes in our ownership interests in equity method investees and basis difference amortization. We recorded increases to the carrying value of our equity method investment balances and non-cash dilution gains in the amounts of \$11 million during 2019. No non-cash dilution gains were recorded during 2021 and 2020. The dilution gains resulted from the issuance of capital stock by our equity method investees, which reduced our ownership interests in these equity method investments. The dilution gains we recorded in connection with the issuance of capital stock reflect adjustments to the differences between the amount of underlying equity in the net assets of equity method investees before and after their issuance of capital stock.

**Note 8. Other Accrued Liabilities and Other Liabilities**

Other accrued liabilities (current) and other liabilities, net (non-current) consist of the following (in millions):

	<b>As of December 31,</b>	
	<b>2021</b>	<b>2020</b>
<b>Current:</b>		
Distributions payable	\$ 241	\$ 239
Interest payable	63	66
Accrued compensation and benefits	99	78
Taxes payable	106	122
Deferred income	48	42
Accrued advertising expenses	43	59
Restructuring and other provisions	90	12
Current portion of operating lease liabilities	140	137
Other	117	80
Other accrued liabilities	<u>\$ 947</u>	<u>\$ 835</u>
<b>Non-current:</b>		
Taxes payable	\$ 533	\$ 626
Contract liabilities (see Note 15)	531	528
Derivatives liabilities	575	865
Unfavorable leases	65	81
Accrued pension	47	70
Deferred income	37	28
Other	34	38
Other liabilities, net	<u>\$ 1,822</u>	<u>\$ 2,236</u>

**Note 9. Long-Term Debt**

Long-term debt consist of the following (in millions):

	<b>As of December 31,</b>	
	<b>2021</b>	<b>2020</b>
Term Loan B	\$ 5,243	\$ 5,297
Term Loan A	1,250	731
4.25% First Lien Senior Notes due 2024	—	775
3.875% First Lien Senior Notes due 2028	1,550	750
5.75% First Lien Senior Notes due 2025	500	500
3.50% First Lien Senior Notes due 2029	750	750
4.375% Second Lien Senior Notes due 2028	750	750
4.00% Second Lien Senior Notes due 2030	2,900	2,900
TH Facility and other	173	178
Less: unamortized deferred financing costs and deferred issuance discount	(138)	(155)
Total debt, net	<u>12,978</u>	<u>12,476</u>
Less: current maturities of debt	(62)	(79)
Total long-term debt	<u>\$ 12,916</u>	<u>\$ 12,397</u>

### ***Credit Facilities***

On December 13, 2021, two of our subsidiaries (the “Borrowers”) entered into a fifth incremental facility amendment and a sixth amendment (the “2021 Amendment”) to the credit agreement governing our senior secured term loan A facility (the “Term Loan A”), our senior secured term loan B facility (the “Term Loan B” and together with the Term Loan A the “Term Loan Facilities”) and our \$1,000 million senior secured revolving credit facility (including revolving loans, swingline loans and letters of credit) (the “Revolving Credit Facility” and together with the Term Loan Facilities, the “Credit Facilities”). The 2021 Amendment increased the existing Term Loan A with \$717 million outstanding to a \$1,250 million Term Loan A and extended the maturity date of the Term Loan A and Revolving Credit Facility from October 7, 2024 to December 13, 2026 (subject to earlier maturity in specified circumstances). The security and guarantees under the Revolving Credit Facility and Term Loan A are the same as those under the existing facilities. The proceeds from the increase in the Term Loan A were used with cash on hand to complete the Firehouse Acquisition. In connection with the 2021 Amendment, we capitalized approximately \$12 million in debt issuance costs.

The 2021 Amendment also amended the interest rate applicable to the Revolving Credit Facility and the Term Loan A to incorporate SOFR. The interest rate applicable to the Term Loan A and Revolving Credit Facility is, at our option, either (a) a base rate, subject to a floor of 1.00%, plus an applicable margin varying from 0.00% to 0.50%, or (b) Adjusted Term SOFR (Adjusted Term SOFR is calculated as Term SOFR plus a 0.10% adjustment), subject to a floor of 0.00%, plus an applicable margin varying between 0.75% and 1.50%, in each case, determined by reference to a net first lien leverage-based pricing grid. The commitment fee on the unused portion of the Revolving Credit Facility is 0.15%. At December 31, 2021, the interest rate on the Term Loan A was 1.40%. The principal amount of the Term Loan A amortizes in quarterly installments equal to \$8 million beginning March 31, 2023 until September 30, 2024 and thereafter in quarterly installments equal to \$16 million until maturity, with the balance payable at maturity. The 2021 Amendment includes amendments to certain negative covenants to provide increased flexibility. The 2021 Amendment made no other material changes to the terms of the Credit Agreement.

The maturity date of our Term Loan B is November 19, 2026 and the interest rate applicable to our Term Loan B is, at our option, either (a) a base rate, subject to a floor of 1.00%, plus an applicable margin of 0.75%, or (b) a Eurocurrency rate, subject to a floor of 0.00%, plus an applicable margin of 1.75%. At December 31, 2021, the interest rate on the Term Loan B was 1.85%. The principal amount of the Term Loan B amortizes in quarterly installments equal to \$13 million until maturity, with the balance payable at maturity.

On April 2, 2020, the Borrowers entered into a fifth amendment (the “Fifth Amendment”) to the credit agreement (the “Credit Agreement”) governing our Credit Facilities. The Fifth Amendment provides the Borrowers with the option to comply with a \$1,000 million minimum liquidity covenant in lieu of the 6.50:1.00 net first lien senior secured leverage ratio financial maintenance covenant for the period after June 30, 2020 and prior to September 30, 2021. Additionally, for the periods ending September 30, 2021 and December 31, 2021, to determine compliance with the net first lien senior secured leverage ratio, we are permitted to annualize the Adjusted EBITDA (as defined in the Credit Agreement) for the three months ending September 30, 2021 and six months ending December 31, 2021, respectively, in lieu of calculating the ratio based on Adjusted EBITDA for the prior four quarters. There were no other material changes to the terms of the Credit Agreement.

### ***Revolving Credit Facility***

As of December 31, 2021, we had no amounts outstanding under our Revolving Credit Facility. Funds available under the Revolving Credit Facility may be used to repay other debt, finance debt, RBI share repurchases or partnership exchangeable unit repurchases, to fund acquisitions or capital expenditures and for other general corporate purposes. We have a \$125 million letter of credit sublimit as part of the Revolving Credit Facility, which reduces our borrowing availability thereunder by the cumulative amount of outstanding letters of credit. The interest rate applicable to amounts drawn under each letter of credit is 0.75% to 1.50%, depending on our net first lien leverage ratio. As of December 31, 2021, we had \$2 million of letters of credit issued against the Revolving Credit Facility, and our borrowing availability was \$998 million.

Obligations under the Credit Facilities are guaranteed on a senior secured basis, jointly and severally, by the direct parent company of one of the Borrowers and substantially all of its Canadian and U.S. subsidiaries, including The TDL Group Corp., Burger King Corporation, Popeyes Louisiana Kitchen, Inc., FRG, LLC and substantially all of their respective Canadian and U.S. subsidiaries (the “Credit Guarantors”). Amounts borrowed under the Credit Facilities are secured on a first priority basis by a perfected security interest in substantially all of the present and future property (subject to certain exceptions) of each Borrower and Credit Guarantor.

### ***4.25% First Lien Senior Notes due 2024***

During 2017, the Borrowers entered into an indenture (the “4.25% First Lien Senior Notes Indenture”) in connection with the issuance of \$1,500 million of 4.25% first lien senior notes due May 15, 2024 (the “4.25% First Lien Senior Notes due 2024”). No principal payments were due until maturity and interest is paid semi-annually. The net proceeds from the offering of the 4.25% First Lien Senior Notes due 2024, together with other sources of liquidity, were used to redeem all of the outstanding Class A 9.0% cumulative compounding perpetual voting preferred shares and for other general corporate purposes. In connection with the issuance

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of the 4.25% First Lien Senior Notes due 2024, we capitalized approximately \$13 million in debt issuance costs. As detailed below, during 2020 we redeemed \$725 million of the 4.25% First Lien Senior Notes due 2024 and during 2021 we redeemed the remaining outstanding balance of \$775 million.

### ***3.875% First Lien Senior Notes due 2028***

On September 24, 2019, the Borrowers entered into an indenture (the “3.875% First Lien Senior Notes Indenture”) in connection with the issuance of \$750 million of 3.875% first lien senior notes due January 15, 2028 (the “2019 3.875% Senior Notes”). On July 6, 2021, the Borrowers issued an additional \$800 million under the 3.875% First Lien Senior Notes Indenture (the “Additional Notes” and together with the 2019 3.875% Senior Notes, the “3.875% First Lien Senior Notes due 2028”). No principal payments are due until maturity and interest is paid semi-annually. The net proceeds from the offering of the 2019 3.875% Senior Notes and a portion of the net proceeds from the Term Loan A were used to redeem the entire outstanding principal balance of \$1,250 million of 4.625% first lien secured notes due January 15, 2022 and to pay related fees and expenses. In connection with the issuance of the 2019 3.875% Senior Notes, we capitalized approximately \$10 million in debt issuance costs. In connection with the redemption of the entire outstanding principal balance of the 4.625% first lien secured notes due January 15, 2022, we recorded a loss on early extinguishment of debt of \$3 million that primarily reflects the write-off of related unamortized debt issuance costs. The Additional Notes were priced at 100.250% of their face value. The net proceeds from the offering of the Additional Notes were used to redeem the remaining \$775 million principal amount outstanding of the 4.25% First Lien Senior Notes due 2024 on July 15, 2021, plus any accrued and unpaid interest thereon, and pay related redemption premiums, fees and expenses. In connection with the issuance of the Additional Notes, we capitalized approximately \$7 million in debt issuance costs. In connection with the redemption of the remaining \$775 million principal amount outstanding of the 4.25% First Lien Senior Notes due 2024, we recorded a loss on early extinguishment of debt of \$11 million that primarily reflects the payment of redemption premiums and the write-off of unamortized debt issuance costs.

Obligations under the 3.875% First Lien Senior Notes due 2028 are guaranteed on a senior secured basis, jointly and severally, by the Borrowers and substantially all of the Borrower's Canadian and U.S. subsidiaries, including The TDL Group Corp., Burger King Corporation, Popeyes Louisiana Kitchen, Inc., FRG, LLC and substantially all of their respective Canadian and U.S. subsidiaries (the “Note Guarantors”). The 3.875% First Lien Senior Notes due 2028 are first lien senior secured obligations and rank equal in right of payment with all of the existing and future first lien senior debt of the Borrowers and Note Guarantors, including borrowings and guarantees under our Credit Facilities.

The 3.875% First Lien Senior Notes due 2028 may be redeemed in whole or in part, on or after September 15, 2022, at the redemption prices set forth in the 3.875% First Lien Senior Notes Indenture, plus accrued and unpaid interest, if any, at the date of redemption. The 3.875% First Lien Senior Notes Indenture also contains optional redemption provisions related to tender offers, change of control and equity offerings, among others.

### ***5.75% First Lien Senior Notes due 2025***

On April 7, 2020, the Borrowers entered into an indenture (the “5.75% First Lien Senior Notes Indenture”) in connection with the issuance of \$500 million of 5.75% first lien notes due April 15, 2025 (the “5.75% First Lien Senior Notes due 2025”). No principal payments are due until maturity and interest is paid semi-annually. The net proceeds from the offering of the 5.75% First Lien Senior Notes due 2025 were used for general corporate purposes. In connection with the issuance of the 5.75% First Lien Senior Notes due 2025, we capitalized approximately \$10 million in debt issuance costs.

Obligations under the 5.75% First Lien Senior Notes due 2025 are guaranteed on a senior secured basis, jointly and severally, by the Note Guarantors. The 5.75% First Lien Senior Notes due 2025 are first lien senior secured obligations and rank equal in right of payment with all of the existing and future first lien senior debt of the Borrowers and Note Guarantors, including borrowings and guarantees of the Credit Facilities.

Our 5.75% First Lien Senior Notes due 2025 may be redeemed in whole or in part, on or after April 15, 2022 at the redemption prices set forth in the 5.75% First Lien Senior Notes Indenture, plus accrued and unpaid interest, if any, at the date of redemption. The 5.75% First Lien Senior Notes Indenture also contains optional redemption provisions related to tender offers, change of control and equity offerings, among others.

### ***3.50% First Lien Senior Notes due 2029***

On November 9, 2020, the Borrowers entered into an indenture (the “3.50% First Lien Senior Notes Indenture”) in connection with the issuance of \$750 million of 3.50% first lien notes due February 15, 2029 (the “3.50% First Lien Senior Notes due 2029”). No principal payments are due until maturity and interest is paid semi-annually. The proceeds from the offering of the 3.50% First Lien Senior Notes due 2029, together with cash on hand, were used to redeem \$725 million of the 4.25% First Lien Senior Notes due 2024 and pay related redemption premiums, fees and expenses. In connection with the issuance of the 3.50% First Lien Senior Notes due 2029, we capitalized approximately \$7 million in debt issuance costs. In connection with the redemption of the 4.25% First Lien

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Senior Notes due 2024, we recorded a loss on early extinguishment of debt of \$19 million that primarily reflects the payment of premiums to redeem the notes and the write-off of unamortized debt issuance costs.

Obligations under the 3.50% First Lien Senior Notes due 2029 are guaranteed on a senior secured basis, jointly and severally, by the Note Guarantors. The 3.50% First Lien Senior Notes due 2029 are first lien senior secured obligations and rank equal in right of payment with all of the existing and future first lien senior debt of the Borrowers and Note Guarantors, including borrowings and guarantees of the Credit Facilities.

Our 3.50% First Lien Senior Notes due 2029 may be redeemed in whole or in part, on or after February 15, 2024 at the redemption prices set forth in the 3.50% First Lien Senior Notes Indenture, plus accrued and unpaid interest, if any, at the date of redemption. The 3.50% First Lien Senior Notes Indenture also contains optional redemption provisions related to tender offers, change of control and equity offerings, among others.

### ***4.375% Second Lien Senior Notes due 2028***

On November 19, 2019, the Borrowers entered into an indenture (the “4.375% Second Lien Senior Notes Indenture”) in connection with the issuance of \$750 million of 4.375% second lien senior notes due January 15, 2028 (the “4.375% Second Lien Senior Notes due 2028”). No principal payments are due until maturity and interest is paid semi-annually. The net proceeds from the offering of the 4.375% Second Lien Senior Notes due 2028, together with cash on hand, were used to repay \$720 million of the Term Loan B outstanding aggregate principal balance and to pay related fees and expenses in connection with the fourth amendment to our credit agreement. In connection with the issuance of the 4.375% Second Lien Senior Notes due 2028, we capitalized approximately \$6 million in debt issuance costs.

Obligations under the 4.375% Second Lien Senior Notes due 2028 are guaranteed on a second priority senior secured basis, jointly and severally, by the Note Guarantors. The 4.375% Second Lien Senior Notes due 2028 are second lien senior secured obligations and rank equal in right of payment with all of the existing and future senior debt of the Borrowers and Note Guarantors, including borrowings and guarantees of the Credit Facilities, and effectively subordinated to all of the existing and future first lien senior debt of the Borrowers and Note Guarantors.

Our 4.375% Second Lien Senior Notes due 2028 may be redeemed in whole or in part, on or after November 15, 2022 at the redemption prices set forth in the 4.375% Second Lien Senior Notes Indenture, plus accrued and unpaid interest, if any, at the date of redemption. The 4.375% Second Lien Senior Notes Indenture also contains redemption provisions related to tender offers, change of control and equity offerings, among others.

### ***4.00% Second Lien Senior Notes due 2030***

During 2020, the Borrowers entered into an indenture (the “4.00% Second Lien Senior Notes Indenture”) in connection with the issuance of \$2,900 million of 4.00% second lien notes due October 15, 2030 (the “4.00% Second Lien Senior Notes due 2030”). No principal payments are due until maturity and interest is paid semi-annually. The proceeds from the offering of the 4.00% Second Lien Senior Notes due 2030 were used to redeem the entire outstanding principal balance of \$2,800 million of 5.00% second lien senior notes due October 15, 2025 (the “5.00% Second Lien Senior Notes due 2025”), pay related redemption premiums, fees and expenses. In connection with the issuance of the 4.00% Second Lien Senior Notes due 2030, we capitalized approximately \$26 million in debt issuance costs. In connection with the full redemption of the 5.00% Second Lien Senior Notes due 2025, we recorded a loss on early extinguishment of debt of \$79 million that primarily reflects the payment of premiums to redeem the notes and the write-off of unamortized debt issuance costs.

Obligations under the 4.00% Second Lien Senior Notes due 2030 are guaranteed on a second priority senior secured basis, jointly and severally, by the Note Guarantors. The 4.00% Second Lien Senior Notes due 2030 are second lien senior secured obligations and rank equal in right of payment will all of the existing and future senior debt of the Borrowers and Note Guarantors and effectively subordinated to all of the existing and future first lien senior debt of the Borrowers and Note Guarantors.

Our 4.00% Second Lien Senior Notes due 2030 may be redeemed in whole or in part, on or after October 15, 2025 at the redemption prices set forth in the 4.00% Second Lien Senior Notes Indenture, plus accrued and unpaid interest, if any, at the date of redemption. The 4.00% Second Lien Senior Notes Indenture also contains optional redemption provisions related to tender offers, change of control and equity offerings, among others.

### ***Restrictions and Covenants***

Our Credit Facilities, as well as the 3.875% First Lien Senior Notes Indenture, 5.75% First Lien Senior Notes Indenture, 3.50% First Lien Senior Notes Indenture, 4.375% Second Lien Senior Notes Indenture and 4.00% Second Lien Senior Notes Indenture (all together the “Senior Notes Indentures”) contain a number of customary affirmative and negative covenants that, among other things, limit or restrict our ability and the ability of certain of our subsidiaries to: incur additional indebtedness; incur liens; engage in mergers, consolidations, liquidations and dissolutions; sell assets; pay dividends and make other payments in respect of capital stock;



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make investments, loans and advances; pay or modify the terms of certain indebtedness; and engage in certain transactions with affiliates. In addition, under the Credit Facilities, the Borrowers are not permitted to exceed a first lien senior secured leverage ratio of 6.50 to 1.00 when, as of the end of any fiscal quarter beginning with the first fiscal quarter of 2020, (1) any amounts are outstanding under the Term Loan A and/or (2) the sum of (i) the amount of letters of credit outstanding exceeding \$50 million (other than those that are cash collateralized); (ii) outstanding amounts under the Revolving Credit Facility and (iii) outstanding amounts of swing line loans, exceeds 30.0% of the commitments under the Revolving Credit Facility. The Fifth Amendment provides that for periods ended September 30, 2021 and December 31, 2021, to determine compliance with the net first lien senior secured leverage ratio, we are permitted to annualize the Adjusted EBITDA (as defined in the Credit Agreement) for the three months ended September 30, 2021 and six months ended December 31, 2021, respectively, in lieu of calculating the ratio based on Adjusted EBITDA for the prior four quarters.

The restrictions under the Credit Facilities and the Senior Notes Indentures have resulted in substantially all of our consolidated assets being restricted.

As of December 31, 2021, we were in compliance with applicable financial debt covenants under the Credit Facilities and the Senior Notes Indentures and there were no limitations on our ability to draw on the remaining availability under our Revolving Credit Facility.

### ***TH Facility***

One of our subsidiaries entered into a non-revolving delayed drawdown term credit facility in a total aggregate principal amount of C\$225 million with a maturity date of October 4, 2025 (the “TH Facility”). The interest rate applicable to the TH Facility is the Canadian Bankers’ Acceptance rate plus an applicable margin equal to 1.40% or the Prime Rate plus an applicable margin equal to 0.40%, at our option. Obligations under the TH Facility are guaranteed by four of our subsidiaries, and amounts borrowed under the TH Facility are secured by certain parcels of real estate. As of December 31, 2021, we had outstanding C\$214 million under the TH Facility with a weighted average interest rate of 1.85%.

### ***RE Facility***

One of our subsidiaries entered into a non-revolving delayed drawdown term credit facility in a total aggregate principal amount of \$50 million with a maturity date of October 12, 2028 (the “RE Facility”). The interest rate applicable to the RE Facility is, at our option, either (i) a base rate, subject to a floor of 0.50%, plus an applicable margin of 0.50% or (ii) Adjusted Term SOFR (Adjusted Term SOFR is calculated as Term SOFR plus a margin based on duration), subject to a floor of 0.00%, plus an applicable margin of 1.50%. Obligations under the RE Facility are guaranteed by four of our subsidiaries, and amounts borrowed under the RE Facility are secured by certain parcels of real estate. As of December 31, 2021, we had no amounts outstanding under the RE Facility.

### ***Debt Issuance Costs***

During 2021, 2020 and 2019, we incurred aggregate deferred financing costs of \$19 million, \$43 million and \$50 million, respectively.

### ***Loss on Early Extinguishment of Debt***

During 2021, we recorded an \$11 million loss on early extinguishment of debt that primarily reflects the payment of redemption premiums and the write-off of unamortized debt issuance costs in connection with the redemption of the remaining \$775 million principal amount outstanding of the 4.25% First Lien Senior Notes due 2024. During 2020, we recorded a \$98 million loss on early extinguishment of debt that primarily reflects the payment of premiums and the write-off of unamortized debt issuance costs in connection with the full redemption of the 5.00% Second Lien Senior Notes due 2025 and the partial redemption of the 4.25% First Lien Senior Notes due 2024. During 2019, we recorded a \$23 million loss on early extinguishment of debt, which primarily reflects the write-off of unamortized debt issuance costs and discounts in connection with the prepayment and refinancing of the Term Loan B and the redemption of the entire outstanding principal balance of the 4.625% first lien secured notes due January 15, 2022.

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### *Maturities*

The aggregate maturities of our long-term debt as of December 31, 2021 are as follows (in millions):

<b>Year Ended December 31,</b>	<b>Principal Amount</b>
2022	\$ 62
2023	98
2024	108
2025	750
2026	6,148
Thereafter	5,950
<b>Total</b>	<b>\$ 13,116</b>

### *Interest Expense, net*

Interest expense, net consists of the following (in millions):

	<b>2021</b>	<b>2020</b>	<b>2019</b>
Debt (a)	\$ 461	\$ 471	\$ 503
Finance lease obligations	20	20	20
Amortization of deferred financing costs and debt issuance discount	27	26	29
Interest income	(3)	(9)	(20)
Interest expense, net	<u>\$ 505</u>	<u>\$ 508</u>	<u>\$ 532</u>

- (a) Amount includes \$45 million, \$69 million and \$70 million benefit during 2021, 2020 and 2019, respectively, related to the quarterly net settlements of our cross-currency rate swaps and amortization of the Excluded Component as defined in Note 12, *Derivatives*.

### **Note 10. Leases**

As of December 31, 2021, we leased or subleased 5,069 restaurant properties to franchisees and 164 non-restaurant properties to third parties under operating leases, direct financing leases and sales-type leases where we are the lessor. Initial lease terms generally range from 10 to 20 years. Most leases to franchisees provide for fixed monthly payments and many provide for future rent escalations and renewal options. Certain leases also include provisions for variable rent, determined as a percentage of sales, generally when annual sales exceed specific levels. Lessees typically bear the cost of maintenance, insurance and property taxes.

We lease land, buildings, equipment, office space and warehouse space from third parties. Land and building leases generally have an initial term of 10 to 20 years, while land-only lease terms can extend longer, and most leases provide for fixed monthly payments. Many of these leases provide for future rent escalations and renewal options. Certain leases also include provisions for variable rent payments, determined as a percentage of sales, generally when annual sales exceed specified levels. Most leases also obligate us to pay, as lessee, variable lease cost related to maintenance, insurance and property taxes.

We transitioned to ASC 842 on January 1, 2019 on a modified retrospective basis using the effective date transition method. Our transition to ASC 842 represents a change in accounting principle. The \$21 million cumulative effect of our transition to ASC 842 is reflected as an adjustment to January 1, 2019 Partners' capital.



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### **Partnership as Lessor**

Assets leased to franchisees and others under operating leases where we are the lessor and which are included within our property and equipment, net are as follows (in millions):

	<b>As of December 31,</b>	
	<b>2021</b>	<b>2020</b>
Land	\$ 899	\$ 892
Buildings and improvements	1,180	1,146
Restaurant equipment	18	19
	<u>2,097</u>	<u>2,057</u>
Accumulated depreciation and amortization	(587)	(534)
Property and equipment leased, net	<u>\$ 1,510</u>	<u>\$ 1,523</u>

Our net investment in direct financing and sales-type leases is as follows (in millions):

	<b>As of December 31,</b>	
	<b>2021</b>	<b>2020</b>
Future rents to be received:		
Future minimum lease receipts	\$ 113	\$ 87
Contingent rents (a)	7	12
Estimated unguaranteed residual value	5	7
Unearned income	<u>(40)</u>	<u>(34)</u>
	85	72
Current portion included within accounts receivables	<u>(5)</u>	<u>(6)</u>
Net investment in property leased to franchisees	<u>\$ 80</u>	<u>\$ 66</u>

(a) Amounts represent estimated contingent rents recorded in connection with the acquisition method of accounting.

During 2021 and 2020, we offered rent relief programs for eligible TH and BK franchisees who lease property from us, under which we temporarily converted the rent structure from a combination of fixed plus variable rent to 100% variable rent (the “rent relief programs”). The rent relief program concluded for BK franchisees during the three months ended September 30, 2020 and the rent relief program was extended through the end of 2021 for eligible TH franchisees.

In April 2020, the FASB staff issued interpretive guidance that permits entities to make an election to account for lease concessions related to the effects of the COVID-19 pandemic consistent with how those concessions would be accounted for under ASC 842, as though enforceable rights and obligations for those concessions existed. We elected to apply this interpretive guidance to the rent relief programs while in effect. As such, reductions in rents arising from the rent relief programs are recognized as reductions in variable lease payments.

Property revenues are comprised primarily of rental income from operating leases and earned income on direct financing leases with franchisees as follows (in millions):

	<b>2021</b>	<b>2020</b>	<b>2019</b>
Rental income:			
Minimum lease payments	\$ 455	\$ 445	\$ 448
Variable lease payments	329	262	370
Amortization of favorable and unfavorable income lease contracts, net	3	6	7
Subtotal - lease income from operating leases	<u>787</u>	<u>713</u>	<u>825</u>
Earned income on direct financing and sales-type leases	6	5	8
Total property revenues	<u>\$ 793</u>	<u>\$ 718</u>	<u>\$ 833</u>

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### **Partnership as Lessee**

Lease cost and other information associated with these lease commitments is as follows (in millions):

#### *Lease Cost (Income)*

	<b>2021</b>	<b>2020</b>	<b>2019</b>
Operating lease cost	\$ 202	\$ 199	\$ 210
Operating lease variable lease cost	193	177	198
Finance lease cost:			
Amortization of right-of-use assets	31	29	27
Interest on lease liabilities	20	20	20
Sublease income	(587)	(534)	(631)
Total lease cost (income)	<u>\$ (141)</u>	<u>\$ (109)</u>	<u>\$ (176)</u>

#### *Lease Term and Discount Rate as of December 31, 2021 and 2020*

	<b>As of December 31,</b>	
	<b>2021</b>	<b>2020</b>
Weighted-average remaining lease term (in years):		
Operating leases	10.1 years	10.5 years
Finance leases	11.4 years	11.3 years
Weighted-average discount rate:		
Operating leases	5.5 %	5.9 %
Finance leases	6.0 %	6.5 %

#### *Other Information for 2021, 2020 and 2019*

	<b>2021</b>	<b>2020</b>	<b>2019</b>
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows from operating leases	\$ 200	\$ 200	\$ 194
Operating cash flows from finance leases	\$ 20	\$ 20	\$ 20
Financing cash flows from finance leases	\$ 31	\$ 29	\$ 26
Supplemental noncash information on lease liabilities arising from obtaining right-of-use assets:			
Right-of-use assets obtained in exchange for new finance lease obligations	\$ 52	\$ 59	\$ 18
Right-of-use assets obtained in exchange for new operating lease obligations	\$ 133	\$ 118	\$ 163

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As of December 31, 2021, future minimum lease receipts and commitments are as follows (in millions):

	Lease Receipts		Lease Commitments (a)	
	Direct Financing and Sales-Type Leases	Operating Leases	Finance Leases	Operating Leases
2022	\$ 8	\$ 404	\$ 52	\$ 197
2023	8	382	50	186
2024	7	350	48	173
2025	7	316	45	158
2026	7	278	41	140
Thereafter	76	1,374	262	675
Total minimum receipts / payments	<u>\$ 113</u>	<u>\$ 3,104</u>	498	1,529
Less amount representing interest			(131)	(319)
Present value of minimum lease payments			367	1,210
Current portion of lease obligations			(34)	(140)
Long-term portion of lease obligations			<u>\$ 333</u>	<u>\$ 1,070</u>

- (a) Minimum lease payments have not been reduced by minimum sublease rentals of \$1,953 million due in the future under non-cancelable subleases

### Note 11. Income Taxes

Income before income taxes, classified by source of income (loss), is as follows (in millions):

	2021	2020	2019
Canadian	\$ 457	\$ 200	\$ 685
Foreign	906	616	767
Income before income taxes	<u>\$ 1,363</u>	<u>\$ 816</u>	<u>\$ 1,452</u>

Income tax (benefit) expense attributable to income from continuing operations consists of the following (in millions):

	2021	2020	2019
Current:			
Canadian	\$ 16	\$ 45	\$ 47
U.S. Federal	(10)	125	122
U.S. state, net of federal income tax benefit	25	26	20
Other Foreign	84	78	94
	<u>\$ 115</u>	<u>\$ 274</u>	<u>\$ 283</u>
Deferred:			
Canadian	\$ 32	\$ (67)	\$ 43
U.S. Federal	(37)	(82)	8
U.S. state, net of federal income tax benefit	(7)	(27)	—
Other Foreign	7	(32)	7
	<u>\$ (5)</u>	<u>\$ (208)</u>	<u>\$ 58</u>
Income tax expense (benefit)	<u>\$ 110</u>	<u>\$ 66</u>	<u>\$ 341</u>

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The statutory rate reconciles to the effective income tax rate as follows:

	2021	2020	2019
Statutory rate	26.5 %	26.5 %	26.5 %
Costs and taxes related to foreign operations	3.5	9.6	4.7
Foreign exchange gain (loss)	—	0.5	0.1
Foreign tax rate differential	(13.9)	(15.6)	(10.8)
Change in valuation allowance	1.1	1.2	0.5
Change in accrual for tax uncertainties	(7.4)	3.9	5.0
Intercompany financing	(3.5)	(6.1)	(2.4)
Impact of Tax Act	—	(7.8)	(0.1)
Swiss Tax Reform	—	(5.1)	1.1
Benefit from stock option exercises	(0.8)	(0.3)	(2.2)
Litigation settlements and reserves	1.4	—	—
Other	1.2	1.2	1.1
Effective income tax rate	<u>8.1 %</u>	<u>8.0 %</u>	<u>23.5 %</u>

In December 2017, the U.S. government enacted comprehensive tax legislation commonly referred to as the Tax Cuts and Jobs Act (the “Tax Act”) that significantly revised the U.S. tax code. During 2020, various guidance was issued by the U.S. tax authorities relating to the Tax Act and, after review of such guidance, we recorded a favorable adjustment to our deferred tax assets of \$64 million related to a tax attribute carryforward, which decreased our 2020 effective tax rate by 7.8%.

In a referendum held on May 19, 2019, Swiss voters adopted the Federal Act on Tax Reform and AVS Financing (“TRAF”), under which certain long-standing preferential cantonal tax regimes were abolished effective January 1, 2020, which the canton of Zug formally adopted in November 2019. Company subsidiaries in the canton of Zug were subjected to TRAF and therefore the TRAF impacted our consolidated results of operations during 2020 and 2019. In 2020, a deferred tax asset was recorded due to an election made under TRAF by one of our Swiss subsidiaries and, in 2019, our Swiss company subsidiaries remeasured their deferred tax assets and liabilities based on new future tax rates expected under TRAF. The amounts impacting income tax expense for the effects of the changes from the TRAF were approximately \$41 million in 2020 which decreased our 2020 effective tax rate by approximately 5.1%, and approximately \$16 million in 2019 which increased our 2019 effective tax rate by approximately 1.1%.

Companies subject to the Global Intangible Low-Taxed Income provision (GILTI) have the option to account for the GILTI tax as a period cost if and when incurred, or to recognize deferred taxes for outside basis temporary differences expected to reverse as GILTI. We have elected to account for GILTI as a period cost.

Income tax (benefit) expense allocated to continuing operations and amounts separately allocated to other items was (in millions):

	2021	2020	2019
Income tax (benefit) expense from continuing operations	\$ 110	\$ 66	\$ 341
Cash flow hedge in accumulated other comprehensive income (loss)	72	(64)	(23)
Net investment hedge in accumulated other comprehensive income (loss)	(15)	(60)	(32)
Foreign Currency Translation in accumulated other comprehensive income (loss)	(4)	12	—
Pension liability in accumulated other comprehensive income (loss)	3	(3)	(1)
Total	<u>\$ 166</u>	<u>\$ (49)</u>	<u>\$ 285</u>

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The significant components of deferred income tax (benefit) expense attributable to income from continuing operations are as follows (in millions):

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Deferred income tax (benefit) expense	\$ (22)	\$ (230)	\$ 30
Change in valuation allowance	14	22	7
Change in effective Canadian income tax rate	—	—	(1)
Change in effective U.S. state income tax rate	3	1	6
Change in effective foreign income tax rate	—	(1)	16
Total	<u>\$ (5)</u>	<u>\$ (208)</u>	<u>\$ 58</u>

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and deferred tax liabilities are presented below (in millions):

	<u>As of December 31,</u>	
	<u>2021</u>	<u>2020</u>
Deferred tax assets:		
Accounts and notes receivable	\$ 4	\$ 6
Accrued employee benefits	48	54
Leases	115	114
Operating lease liabilities	317	323
Liabilities not currently deductible for tax	346	310
Tax loss and credit carryforwards	517	547
Derivatives	164	225
Other	(1)	9
Total gross deferred tax assets	<u>1,510</u>	<u>1,588</u>
Valuation allowance	(356)	(364)
Net deferred tax assets	<u>1,154</u>	<u>1,224</u>
Less deferred tax liabilities:		
Property and equipment, principally due to differences in depreciation	15	35
Intangible assets	1,751	1,747
Leases	129	114
Operating lease assets	295	311
Statutory impairment	29	30
Outside basis difference	38	46
Total gross deferred tax liabilities	<u>2,257</u>	<u>2,283</u>
Net deferred tax liability	<u>\$ 1,103</u>	<u>\$ 1,059</u>

The valuation allowance had a net decrease of \$8 million during 2021 primarily due to the change in estimates related to derivatives and the utilization of foreign tax credits and capital losses.

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Changes in the valuation allowance are as follows (in millions):

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Beginning balance	\$ 364	\$ 329	\$ 325
Change in estimates recorded to deferred income tax expense	14	19	8
Changes in losses and credits	—	3	(2)
(Reductions) additions related to other comprehensive income	(22)	13	(2)
Ending balance	<u>\$ 356</u>	<u>\$ 364</u>	<u>\$ 329</u>

The gross amount and expiration dates of operating loss and tax credit carry-forwards as of December 31, 2021 are as follows (in millions):

	<u>Amount</u>	<u>Expiration Date</u>
Canadian net operating loss carryforwards	\$ 728	2036-2041
Canadian capital loss carryforwards	866	Indefinite
Canadian tax credits	3	2023-2036
U.S. state net operating loss carryforwards	680	2022-2041
U.S. capital loss carryforwards	16	2040
U.S. foreign tax credits	112	2022-2031
Other foreign net operating loss carryforwards	207	Indefinite
Other foreign net operating loss carryforwards	77	2022-2038
Other foreign capital loss carryforward	30	Indefinite
Total	<u>\$ 2,719</u>	

We are generally permanently reinvested on any potential outside basis differences except for unremitted earning and profits and thus do not record a deferred tax liability for such outside basis differences. To the extent of unremitted earning and profits, we generally review various factors including, but not limited to, forecasts and budgets of financial needs of cash for working capital, liquidity and expected cash requirements to fund our various obligations and record deferred taxes to the extent we expect to distribute. We will continue to monitor available evidence and our plans for foreign earnings and expect to continue to provide any applicable deferred taxes based on the tax liability or withholding taxes that would be due upon repatriation of amounts not considered permanently reinvested.

We had \$437 million and \$497 million of unrecognized tax benefits at December 31, 2021 and December 31, 2020, respectively, which if recognized, would favorably affect the effective income tax rate. A reconciliation of the beginning and ending amounts of unrecognized tax benefits is as follows (in millions):

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Beginning balance	\$ 497	\$ 506	\$ 441
Additions for tax positions related to the current year	9	9	9
Additions for tax positions of prior years	23	7	56
Reductions for tax positions of prior year	(5)	(25)	—
Additions for settlement	7	—	—
Reductions due to statute expiration	(94)	—	—
Ending balance	<u>\$ 437</u>	<u>\$ 497</u>	<u>\$ 506</u>

Although the timing of the resolution, settlement, and closure of any audits is highly uncertain, it is reasonably possible that the balance of gross unrecognized tax benefits could significantly change in the next 12 months. During the twelve months beginning January 1, 2022, it is reasonably possible we will reduce unrecognized tax benefits by up to approximately \$328 million due to the expiration of statutes of limitations, anticipated closure of various tax matters currently under examination, and settlements with tax authorities all being possibly impacted in multiple jurisdictions.

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We recognize interest and penalties related to unrecognized tax benefits in income tax expense. The total amount of accrued interest and penalties was \$121 million and \$123 million at December 31, 2021 and 2020, respectively. Potential interest and penalties associated with uncertain tax positions in various jurisdictions recognized was \$2 million during 2021, \$31 million during 2020 and \$41 million during 2019. To the extent interest and penalties are not assessed with respect to uncertain tax positions, amounts accrued will be reduced and reflected as a reduction of the overall income tax provision.

We file income tax returns with Canada and its provinces and territories. Generally, we are subject to routine examinations by the Canada Revenue Agency (“CRA”). The CRA is conducting examinations of the 2015 through 2016 taxation years. Additionally, income tax returns filed with various provincial jurisdictions are generally open to examination for periods up to six years subsequent to the filing of the respective return.

We also file income tax returns, including returns for our subsidiaries, with U.S. federal, U.S. state, and other foreign jurisdictions. We are subject to routine examination by taxing authorities in the U.S. jurisdictions, as well as other foreign tax jurisdictions. None of the other foreign jurisdictions have been individually material. Taxable years 2014 through 2017 for our U.S. companies for U.S. federal income tax purposes closed in 2021 without material adjustments. Prior taxable years of such U.S. companies are closed for U.S. federal income tax purposes. We have various U.S. state and other foreign income tax returns in the process of examination. From time to time, these audits result in proposed assessments where the ultimate resolution may result in owing additional taxes. We believe that our tax positions comply with applicable tax law and that we have adequately provided for these matters.

### **Note 12. Derivative Instruments**

#### *Disclosures about Derivative Instruments and Hedging Activities*

We enter into derivative instruments for risk management purposes, including derivatives designated as cash flow hedges and derivatives designated as net investment hedges. We use derivatives to manage our exposure to fluctuations in interest rates and currency exchange rates.

#### *Interest Rate Swaps*

At December 31, 2021, we had outstanding receive-variable, pay-fixed interest rate swaps with a total notional value of \$3,500 million to hedge the variability in the interest payments on a portion of our Term Loan Facilities, including any subsequent refinancing or replacement of the Term Loan Facilities, beginning August 31, 2021 through the termination date of October 31, 2028. Additionally, at December 31, 2021, we also had outstanding receive-variable, pay-fixed interest rate swaps with a total notional value of \$500 million to hedge the variability in the interest payments on a portion of our Term Loan Facilities effective September 30, 2019 through the termination date of September 30, 2026. At inception, all of these interest rate swaps were designated as cash flow hedges for hedge accounting. The unrealized changes in market value are recorded in AOCI and reclassified into earnings during the period in which the hedged forecasted transaction affects earnings.

During 2021, we extended the maturity of our \$3,500 million receive-variable, pay-fixed interest rate swaps. The extension of the term resulted in a de-designation and re-designation of the interest rate swaps and the swaps continue to be accounted for as a cash flow hedge for hedge accounting. In connection with the de-designation, we recognized a net unrealized loss of \$143 million in AOCI and this amount gets reclassified into Interest expense, net as the original forecasted transaction affects earnings. The amount of pre-tax losses in connection with this net unrealized loss in AOCI as of December 31, 2021 that we expect to be reclassified into interest expense within the next 12 months is \$28 million.

We had previously extended the term of our \$3,500 million receive-variable, pay-fixed interest rate swaps in 2019 to align the maturity date of the interest rate swaps with the new maturity date of our Term Loan B. The extension of the term resulted in a de-designation and re-designation of the interest rate swaps and the swaps continue to be accounted for as a cash flow hedge for hedge accounting. In connection with the de-designation, we recognized a net unrealized loss of \$213 million in AOCI and this amount gets reclassified into Interest expense, net as the original forecasted transaction affects earnings. The amount of pre-tax losses in connection with this net unrealized loss in AOCI as of December 31, 2021 that we expect to be reclassified into interest expense within the next 12 months is \$50 million.

#### *Cross-Currency Rate Swaps*

To protect the value of our investments in our foreign operations against adverse changes in foreign currency exchange rates, we hedge a portion of our net investment in one or more of our foreign subsidiaries by using cross-currency rate swaps. At December 31, 2021, we had outstanding cross-currency rate swap contracts between the Canadian dollar and U.S. dollar and the Euro and U.S. dollar that have been designated as net investment hedges of a portion of our equity in foreign operations in those currencies. The component

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of the gains and losses on our net investment in these designated foreign operations driven by changes in foreign exchange rates are economically partly offset by movements in the fair value of our cross-currency swap contracts. The fair value of the swaps is calculated each period with changes in fair value reported in AOCI, net of tax. Such amounts will remain in AOCI until the complete or substantially complete liquidation of our investment in the underlying foreign operations.

At December 31, 2021, we had outstanding fixed-to-fixed cross-currency rate swaps to partially hedge the net investment in our Canadian subsidiaries. At inception, these cross-currency rate swaps were designated as a hedge and are accounted for as net investment hedges. These swaps are contracts to exchange quarterly fixed-rate interest payments we make on the Canadian dollar notional amount of C\$6,754 million for quarterly fixed-rate interest payments we receive on the U.S. dollar notional amount of \$5,000 million through the maturity date of June 30, 2023.

At December 31, 2021, we had outstanding cross-currency rate swaps in which we pay quarterly fixed-rate interest payments on the Euro notional amount of €1,108 million and receive quarterly fixed-rate interest payments on the U.S. dollar notional amount of \$1,200 million. At inception, these cross-currency rate swaps were designated as a hedge and are accounted for as a net investment hedge. During 2018, we extended the term of the swaps from March 31, 2021 to the maturity date of February 17, 2024. The extension of the term resulted in a re-designation of the hedge and the swaps continue to be accounted for as a net investment hedge. Additionally, at December 31, 2021, we also had outstanding cross-currency rate swaps in which we receive quarterly fixed-rate interest payments on the U.S. dollar notional value of \$400 million, entered during 2018, and \$500 million, entered during 2019, through the maturity date of February 17, 2024 and \$150 million, entered during 2021, through the maturity date of October 31, 2028. At inception, these cross-currency rate swaps were designated as a hedge and are accounted for as a net investment hedge.

The fixed to fixed cross-currency rate swaps hedging Canadian dollar and Euro net investments utilized the forward method of effectiveness assessment prior to March 15, 2018. On March 15, 2018, we de-designated and subsequently re-designated the outstanding fixed to fixed cross-currency rate swaps to prospectively use the spot method of hedge effectiveness assessment. Additionally, as a result of adopting new hedge accounting guidance during 2018, we elected to exclude the interest component (the "Excluded Component") from the accounting hedge without affecting net investment hedge accounting and elected to amortize the Excluded Component over the life of the derivative instrument. The amortization of the Excluded Component is recognized in Interest expense, net in the consolidated statement of operations. The change in fair value that is not related to the Excluded Component is recorded in AOCI and will be reclassified to earnings when the foreign subsidiaries are sold or substantially liquidated.

### ***Foreign Currency Exchange Contracts***

We use foreign exchange derivative instruments to manage the impact of foreign exchange fluctuations on U.S. dollar purchases and payments, such as coffee purchases made by our Canadian Tim Hortons operations. At December 31, 2021, we had outstanding forward currency contracts to manage this risk in which we sell Canadian dollars and buy U.S. dollars with a notional value of \$171 million with maturities to February 2023. We have designated these instruments as cash flow hedges, and as such, the unrealized changes in market value of effective hedges are recorded in AOCI and are reclassified into earnings during the period in which the hedged forecasted transaction affects earnings.

### ***Credit Risk***

By entering into derivative contracts, we are exposed to counterparty credit risk. Counterparty credit risk is the failure of the counterparty to perform under the terms of the derivative contract. When the fair value of a derivative contract is in an asset position, the counterparty has a liability to us, which creates credit risk for us. We attempt to minimize this risk by selecting counterparties with investment grade credit ratings and regularly monitoring our market position with each counterparty.

### ***Credit-Risk Related Contingent Features***

Our derivative instruments do not contain any credit-risk related contingent features.



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**Quantitative Disclosures about Derivative Instruments and Fair Value Measurements**

The following tables present the required quantitative disclosures for our derivative instruments, including their estimated fair values (all estimated using Level 2 inputs) and their location on our consolidated balance sheets (in millions):

	<b>Gain or (Loss) Recognized in Other Comprehensive Income (Loss)</b>		
	<b>2021</b>	<b>2020</b>	<b>2019</b>
<b>Derivatives designated as cash flow hedges<sup>(1)</sup></b>			
Interest rate swaps	\$ 132	\$ (333)	\$ (102)
Forward-currency contracts	\$ —	\$ (2)	\$ (4)
<b>Derivatives designated as net investment hedges</b>			
Cross-currency rate swaps	\$ 96	\$ (302)	\$ (118)

(1) We did not exclude any components from the cash flow hedge relationships presented in this table.

	<b>Location of Gain or (Loss) Reclassified from AOCI into Earnings</b>	<b>Gain or (Loss) Reclassified from AOCI into Earnings</b>		
		<b>2021</b>	<b>2020</b>	<b>2019</b>
<b>Derivatives designated as cash flow hedges</b>				
Interest rate swaps	Interest expense, net	\$ (125)	\$ (102)	\$ (26)
Forward-currency contracts	Cost of sales	\$ (7)	\$ 2	\$ 5

	<b>Location of Gain or (Loss) Recognized in Earnings</b>	<b>Gain or (Loss) Recognized in Earnings (Amount Excluded from Effectiveness Testing)</b>		
		<b>2021</b>	<b>2020</b>	<b>2019</b>
<b>Derivatives designated as net investment hedges</b>				
Cross-currency rate swaps	Interest expense, net	\$ 45	\$ 69	\$ 70

	<b>Fair Value as of December 31,</b>		<b>Balance Sheet Location</b>
	<b>2021</b>	<b>2020</b>	
<b>Assets:</b>			
<b>Derivatives designated as cash flow hedges</b>			
Foreign currency	\$ 2	\$ —	Prepays and other current assets
<b>Derivatives designated as net investment hedges</b>			
Foreign currency	23	—	Other assets, net
Total assets at fair value	<u>\$ 25</u>	<u>\$ —</u>	
<b>Liabilities:</b>			
<b>Derivatives designated as cash flow hedges</b>			
Interest rate	\$ 220	\$ 430	Other liabilities, net
Foreign currency	—	5	Other accrued liabilities
<b>Derivatives designated as net investment hedges</b>			
Foreign currency	355	434	Other liabilities, net
Total liabilities at fair value	<u>\$ 575</u>	<u>\$ 869</u>	

**Note 13. Equity**

Pursuant to the terms of the partnership agreement, RBI, as the holder of Class A common units, is entitled to distributions from Partnership in an amount equal to the aggregate dividends payable by RBI to holders of RBI common shares, and the holders of Partnership exchangeable units are entitled to receive distributions from Partnership in an amount per unit equal to the dividend payable by RBI on each RBI common share. Additionally, if RBI proposes to redeem, repurchase or otherwise acquire any RBI common shares, the partnership agreement requires that Partnership, immediately prior to such redemption, repurchase or acquisition, make a distribution to RBI on the Class A common units in an amount sufficient for RBI to fund such redemption, repurchase or acquisition, as the case may be. Each holder of a Partnership exchangeable unit is entitled to vote in respect of matters on which holders of RBI common shares are entitled to vote through one special voting share of RBI. Since December 12, 2015, a holder of a Partnership exchangeable unit may require Partnership to exchange all or any portion of such holder's Partnership exchangeable units for RBI common shares at a ratio of one common share for each Partnership exchangeable unit, subject to RBI's right as the general partner of Partnership, in its sole discretion, to deliver a cash payment in lieu of RBI common shares. If RBI elects to make a cash payment in lieu of issuing common shares, the amount of the payment will be the weighted average trading price of the RBI common shares on the New York Stock Exchange for the 20 consecutive trading days ending on the last business day prior to the exchange date.

During 2021, Partnership exchanged 10,119,880 Partnership exchangeable units, pursuant to exchange notices received. In accordance with the terms of the partnership agreement, Partnership satisfied the exchange notices by exchanging 10,119,880 Partnership exchangeable units for the same number of newly issued RBI common shares. During 2020, Partnership exchanged 10,393,861 Partnership exchangeable units, pursuant to exchange notices received. In accordance with the terms of the partnership agreement, Partnership satisfied the exchange notices by repurchasing 6,757,692 Partnership exchangeable units for approximately \$380 million in cash and exchanging 3,636,169 Partnership exchangeable units for the same number of newly issued RBI common shares. During 2019, Partnership exchanged 42,016,392 Partnership exchangeable units, pursuant to exchange notices received. In accordance with the terms of the partnership agreement, Partnership satisfied the exchange notices by exchanging 42,016,392 Partnership exchangeable units for the same number of newly issued RBI common shares. The exchanges of Partnership exchangeable units were recorded as increases to the Class A common units balance within partner's capital in our consolidated balance sheets in an amount equal to the market value of the newly issued RBI common shares and a reduction to the Partnership exchangeable units balance within partner's capital of our consolidated balance sheets in an amount equal to the cash paid by Partnership and the market value of the newly issued RBI common shares. Pursuant to the terms of the partnership agreement, upon the exchange of Partnership exchangeable units, each such Partnership exchangeable unit was cancelled concurrently with the exchange.

***RBI Share Repurchase***

On July 28, 2021, the RBI Board of Directors approved a share repurchase program that allows RBI to purchase up to \$1,000 million of RBI common shares until August 10, 2023. During 2021, RBI repurchased and cancelled 9,247,648 common shares for \$551 million. Pursuant to the terms of the partnership agreement, Partnership made a distribution to RBI on the Class A common units in an amount sufficient for RBI to fund such share repurchases.

**Accumulated Other Comprehensive Income (Loss)**

The following table displays the change in the components of AOCI (in millions):

	Derivatives	Pensions	Foreign Currency Translation	Accumulated Other Comprehensive Income (Loss)
Balances at December 31, 2018	\$ 454	\$ (27)	\$ (1,864)	\$ (1,437)
Foreign currency translation adjustment	—	—	409	409
Net change in fair value of derivatives, net of tax	(163)	—	—	(163)
Amounts reclassified to earnings of cash flow hedges, net of tax	15	—	—	15
Pension and post-retirement benefit plans, net of tax	—	(2)	—	(2)
Balances at December 31, 2019	<u>\$ 306</u>	<u>\$ (29)</u>	<u>\$ (1,455)</u>	<u>\$ (1,178)</u>
Foreign currency translation adjustment	—	—	332	332
Net change in fair value of derivatives, net of tax	(486)	—	—	(486)
Amounts reclassified to earnings of cash flow hedges, net of tax	73	—	—	73
Pension and post-retirement benefit plans, net of tax	—	(16)	—	(16)
Balances at December 31, 2020	<u>\$ (107)</u>	<u>\$ (45)</u>	<u>\$ (1,123)</u>	<u>\$ (1,275)</u>
Foreign currency translation adjustment	—	—	(67)	(67)
Net change in fair value of derivatives, net of tax	207	—	—	207
Amounts reclassified to earnings of cash flow hedges, net of tax	96	—	—	96
Pension and post-retirement benefit plans, net of tax	—	15	—	15
Balances at December 31, 2021	<u>\$ 196</u>	<u>\$ (30)</u>	<u>\$ (1,190)</u>	<u>\$ (1,024)</u>

**Note 14. Share-based Compensation**

Share-based compensation expense associated with the participation of Partnership and its subsidiaries in RBI's share-based compensation plans is recognized in Partnership's Financial Statements.

RBI's Amended and Restated 2014 Omnibus Incentive Plan (the "Omnibus Plan") provides for the grant of awards to employees, directors, consultants and other persons who provide services to RBI and its affiliates. RBI also has some outstanding awards under legacy plans for BK and TH, that were assumed in connection with the merger and amalgamation of those entities within the RBI group. No new awards may be granted under these legacy BK plans or legacy TH plans.

RBI is currently issuing awards under the Omnibus Plan and the number of shares available for issuance under such plan as of December 31, 2021 was 10,122,551. The Omnibus Plan permits the grant of several types of awards with respect to RBI common shares, including stock options, time-vested RSUs, and performance-based RSUs, which may include RBI and/or individual performance based-vesting conditions. Under the terms of the Omnibus Plan, RSUs are entitled to dividend equivalents, unless otherwise noted. Dividend equivalents are not distributed unless the related awards vest. Upon vesting, the amount of the dividend equivalent, which is distributed in additional RSUs, except in the case of RSUs awarded to non-management members of RBI's board of directors, is equal to the equivalent of the aggregate dividends declared on common shares during the period from the date of grant of the award compounded until the date the shares underlying the award are delivered.

Stock option awards are granted with an exercise price or market value equal to the closing price of RBI's common shares on the trading day preceding the date of grant. RBI satisfies stock option exercises through the issuance of authorized but previously unissued common shares. New stock option grants generally cliff vest 5 years from the original grant date, provided the employee is continuously employed by RBI or one of our affiliates, and the stock options expire 10 years following the grant date. Additionally, if RBI terminates the employment of a stock option holder without cause prior to the vesting date, or if the employee retires or becomes disabled, the employee will become vested in the number of stock options as if the stock options vested 20% on each anniversary of the grant date. If the employee dies, the employee will become vested in the number of stock options as if the stock options vested 20% on the first anniversary of the grant date, 40% on the second anniversary of the grant date and 100% on the third anniversary of the grant date. If an employee is terminated with cause or resigns before vesting, all stock options are forfeited. If there is an event such as a return of capital or dividend that is determined to be dilutive, the exercise price of the awards will be adjusted accordingly.

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Share-based compensation expense consists of the following for the periods presented (in millions):

	2021	2020	2019
Total share-based compensation expense - Stock options and RSUs (a)(b)	\$ 88	\$ 74	\$ 68

- (a) Includes \$2 million, \$3 million, and \$4 million due to modification of awards in 2021, 2020 and 2019, respectively.  
(b) Generally classified as general and administrative expenses in the consolidated statements of operations.

As of December 31, 2021, total unrecognized compensation cost related to share-based compensation arrangements was \$189 million and is expected to be recognized over a weighted-average period of approximately 2.6 years.

The following assumptions were used in the Black-Scholes option-pricing model to determine the fair value of stock option awards at the grant date:

	2021	2020	2019
Risk-free interest rate	1.29%	1.29%	1.82%
Expected term (in years)	5.88	5.88	6.19
Expected volatility	23.9%	23.9%	25.5%
Expected dividend yield	3.14%	3.14%	3.09%

The risk-free interest rate was based on the U.S. Treasury or Canadian Sovereign bond yield with a remaining term equal to the expected option life assumed at the date of grant. The expected term was calculated based on the analysis of a five-year vesting period coupled with RBI's expectations of exercise activity. Expected volatility was based on the historical and implied equity volatility of RBI and a review of the equity volatilities of publicly-traded guideline companies. The expected dividend yield is based on the annual dividend yield at the time of grant.

The following is a summary of stock option activity under our plans for the year ended December 31, 2021:

	Total Number of Options (in 000's)	Weighted Average Exercise Price	Aggregate Intrinsic Value (a) (in 000's)	Weighted Average Remaining Contractual Term (Years)
Outstanding at January 1, 2021	8,202	\$ 51.86		
Granted	15	\$ 65.11		
Exercised	(1,594)	\$ 37.83		
Forfeited	(416)	\$ 63.00		
Outstanding at December 31, 2021	6,207	\$ 54.80	\$ 48,468	5.6
Exercisable at December 31, 2021	1,961	\$ 39.68	\$ 41,255	3.3
Vested or expected to vest at December 31, 2021	5,671	\$ 54.10	\$ 47,650	5.5

- (a) The intrinsic value represents the amount by which the fair value of RBI's stock exceeds the option exercise price at December 31, 2021.

The weighted-average grant date fair value per stock option granted was \$10.15, \$10.38, and \$11.83 during 2021, 2020 and 2019, respectively. The total intrinsic value of stock options exercised was \$46 million during 2021, \$55 million during 2020, and \$200 million during 2019.

The fair value of the time-vested RSUs and performance-based RSUs is based on the closing price of RBI's common shares on the trading day preceding the date of grant. During 2021, RBI granted total shareholder return ("TSR") performance-based RSUs that vest over a three year period based on the achievement of contractually defined total RBI shareholder return targets with respect to the S&P 500 Index. The fair value of the TSR awards was based on a Monte Carlo Simulation valuation model and we expense these market condition awards over the vesting period regardless of the value that the award recipients ultimately receive. Time-vested RSUs and performance-based RSUs awarded prior to 2021 generally cliff vest five years from the original grant date. Time-vested RSUs granted in 2021 generally vest 25% per year over four years and performance-based RSUs granted in 2021 cliff vest three years

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from the original grant date. RBI has awarded a limited number of time-vested RSUs that proportionally vest over a period shorter than four years. Time-vested RSUs are expensed over the vesting period. Performance-based RSUs are expensed over the vesting period, based upon the probability that the performance target will be met. RBI grants fully vested RSUs, with dividend equivalent rights that accrue in cash, to non-employee members of our board of directors in lieu of a cash retainer and committee fees. All such RSUs will settle and common shares of RBI will be issued upon termination of service by the board member.

Starting in 2021, the time-vested RSUs generally vest 25% per year on December 31<sup>st</sup> over four years from the grant date and performance-based RSUs generally cliff vest three years from the grant date (the starting date for the applicable vesting period is referred to as the “Anniversary Date”). For grants prior to 2021, if the employee is terminated for any reason within the first two years of the Anniversary Date, 100% of the time-vested RSUs granted will be forfeited. If we terminate the employment of a time-vested RSU holder without cause two years after the Anniversary Date, or if the employee retires, the employee will become vested in the number of time-vested RSUs as if the time-vested RSUs vested 20% for each year after the Anniversary Date. For grants prior to 2021, if the employee is terminated for any reason within the first three years of the Anniversary Date, 100% of the performance-based RSUs granted will be forfeited. If we terminate the employment of a performance-based RSU holder without cause between three and five years after the Anniversary Date, or if the employee retires, the employee will become vested in 50% of the performance-based RSUs. For grants of time-vested RSUs beginning in 2021, if the employee is terminated for any reason prior to any vesting date, the employee will forfeit all of the RSUs that are unvested at the time of termination. For grants of performance-based RSUs beginning in 2021, if the employee is terminated within the first two years of the Anniversary Date, 100% of the performance-based RSUs will be forfeited. If we terminate the employment of a performance-based RSU holder without cause two years after the Anniversary Date, or if the employee retires, the employee will become vested in 67% of the performance-based RSUs that are earned based on the performance criteria. An alternate ratable vesting schedule applies to the extent the participant ends employment by reason of death or disability.

The following is a summary of time-vested RSUs and performance-based RSUs activity for the year ended December 31, 2021:

	Time-vested RSUs		Performance-based RSUs	
	Total Number of Shares (in 000's)	Weighted Average Grant Date Fair Value	Total Number of Shares (in 000's)	Weighted Average Grant Date Fair Value
Outstanding at January 1, 2021	1,761	\$ 49.99	4,869	\$ 56.96
Granted	1,566	\$ 60.97	425	\$ 57.60
Vested and settled	(455)	\$ 39.54	(1,189)	\$ 38.07
Dividend equivalents granted	68	\$ —	133	\$ —
Forfeited	(176)	\$ 61.98	(343)	\$ 67.36
Outstanding at December 31, 2021	<u>2,764</u>	<u>\$ 57.47</u>	<u>3,895</u>	<u>\$ 62.09</u>

The weighted-average grant date fair value of time-vested RSUs granted was \$65.20 and \$64.82 during 2020 and 2019, respectively. The weighted-average grant date fair value of performance-based RSUs granted was \$62.69 and \$65.54 during 2020 and 2019, respectively. The total fair value, determined as of the date of vesting, of RSUs vested and converted to common shares of RBI during 2021, 2020 and 2019 was \$99 million, \$21 million and \$8 million, respectively.

**Note 15. Revenue Recognition**

**Contract Liabilities**

Contract liabilities consist of deferred revenue resulting from initial and renewal franchise fees paid by franchisees, as well as upfront fees paid by master franchisees, which are generally recognized on a straight-line basis over the term of the underlying agreement. We classify these contract liabilities as Other liabilities, net in our consolidated balance sheets. The following table reflects the change in contract liabilities by segment and on a consolidated basis between December 31, 2020 and December 31, 2021 (in millions):

<b>Contract Liabilities</b>	<b>TH</b>	<b>BK</b>	<b>PLK</b>	<b>Consolidated</b>
Balance at December 31, 2020	\$ 62	\$ 427	\$ 39	\$ 528
Recognized during period and included in the contract liability balance at the beginning of the year	(9)	(44)	(4)	(57)
Increase, excluding amounts recognized as revenue during the period	12	40	21	73
Impact of foreign currency translation	—	(13)	—	(13)
Balance at December 31, 2021	<u>\$ 65</u>	<u>\$ 410</u>	<u>\$ 56</u>	<u>\$ 531</u>

The following table illustrates estimated revenues expected to be recognized in the future related to performance obligations that are unsatisfied (or partially unsatisfied) by segment and on a consolidated basis as of December 31, 2021 (in millions):

<b>Contract liabilities expected to be recognized in</b>	<b>TH</b>	<b>BK</b>	<b>PLK</b>	<b>Consolidated</b>
2022	\$ 10	\$ 34	\$ 4	\$ 48
2023	9	33	4	46
2024	9	32	4	45
2025	8	32	4	44
2026	6	31	3	40
Thereafter	23	248	37	308
Total	<u>\$ 65</u>	<u>\$ 410</u>	<u>\$ 56</u>	<u>\$ 531</u>

**Disaggregation of Total Revenues**

Total revenues consist of the following (in millions):

	<b>2021</b>	<b>2020</b>	<b>2019</b>
Sales	\$ 2,378	\$ 2,013	\$ 2,362
Royalties	1,561	1,327	1,459
Property revenues	793	718	833
Franchise fees and other revenue	98	76	89
Advertising revenues	909	834	860
Total revenues	<u>\$ 5,739</u>	<u>\$ 4,968</u>	<u>\$ 5,603</u>

**Note 16. Other Operating Expenses (Income), net**

Other operating expenses (income), net, consist of the following (in millions):

	2021	2020	2019
Net losses (gains) on disposal of assets, restaurant closures and refranchisings	\$ 2	\$ 6	\$ 7
Litigation settlements and reserves, net	81	7	2
Net losses (gains) on foreign exchange	(76)	100	(15)
Other, net	—	(8)	(4)
Other operating expenses (income), net	<u>\$ 7</u>	<u>\$ 105</u>	<u>\$ (10)</u>

Net losses (gains) on disposal of assets, restaurant closures, and refranchisings represent sales of properties and other costs related to restaurant closures and refranchisings. Gains and losses recognized in the current period may reflect certain costs related to closures and refranchisings that occurred in previous periods.

Litigation settlements and reserves, net primarily reflects accruals and payments made and proceeds received in connection with litigation and arbitration matters and other business disputes.

In early 2022, we entered into negotiations to resolve business disputes that arose during 2021 with counterparties to the master franchise agreements for Burger King and Popeyes in China. Based on these discussions, we expect to agree to pay approximately \$100 million in 2022, including \$72 million that is included in Litigation settlements and reserves, net for 2021. Remaining amounts primarily will be recorded as an equity method investment when made.

Net losses (gains) on foreign exchange are primarily related to revaluation of foreign denominated assets and liabilities.

**Note 17. Commitments and Contingencies**

***Letters of Credit***

As of December 31, 2021, we had \$12 million in irrevocable standby letters of credit outstanding, which were issued primarily to certain insurance carriers to guarantee payments of deductibles for various insurance programs, such as health and commercial liability insurance. Of these letters of credit outstanding, \$2 million are secured by the collateral under our Revolving Credit Facility and the remainder are secured by cash collateral. As of December 31, 2021, no amounts had been drawn on any of these irrevocable standby letters of credit.

***Purchase Commitments***

We have arrangements for information technology and telecommunication services with an aggregate contractual obligation of \$33 million over the next three years, some of which have early termination fees. We also enter into commitments to purchase advertising. As of December 31, 2021, these commitments totaled \$194 million and run through 2025.

***Litigation***

From time to time, we are involved in legal proceedings arising in the ordinary course of business relating to matters including, but not limited to, disputes with franchisees, suppliers, employees and customers, as well as disputes over our intellectual property.

On October 5, 2018, a class action complaint was filed against Burger King Worldwide, Inc. (“BKW”) and Burger King Corporation (“BKC”) in the U.S. District Court for the Southern District of Florida by Jarvis Arrington, individually and on behalf of all others similarly situated. On October 18, 2018, a second class action complaint was filed against RBI, BKW and BKC in the U.S. District Court for the Southern District of Florida by Monique Michel, individually and on behalf of all others similarly situated. On October 31, 2018, a third class action complaint was filed against BKC and BKW in the U.S. District Court for the Southern District of Florida by Geneva Blanchard and Tiffany Miller, individually and on behalf of all others similarly situated. On November 2, 2018, a fourth class action complaint was filed against RBI, BKW and BKC in the U.S. District Court for the Southern District of Florida by Sandra Muster, individually and on behalf of all others similarly situated. These complaints have been consolidated and allege that the defendants violated Section 1 of the Sherman Act by incorporating an employee no-solicitation and no-hiring clause in the standard form franchise agreement all Burger King franchisees are required to sign. Each plaintiff seeks injunctive relief and damages for



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himself or herself and other members of the class. On March 24, 2020, the Court granted BKC's motion to dismiss for failure to state a claim and on April 20, 2020 the plaintiffs filed a motion for leave to amend their complaint. On April 27, 2020, BKC filed a motion opposing the motion for leave to amend. The court denied the plaintiffs motion for leave to amend their complaint in August 2020 and the plaintiffs appealed this ruling. Oral arguments for the appeal were heard in September 2021 and the parties await a ruling on the appeal. While we currently believe these claims are without merit, we are unable to predict the ultimate outcome of this case or estimate the range of possible loss, if any.

In July 2019, a class action complaint was filed against The TDL Group Corp. ("TDL") in the Supreme Court of British Columbia by Samir Latifi, individually and on behalf of all others similarly situated. The complaint alleges that TDL violated the Canadian Competition Act by incorporating an employee no-solicitation and no-hiring clause in the standard form franchise agreement all Tim Hortons franchisees are required to sign. The plaintiff seeks damages and restitution, on behalf of himself and other members of the class. In February 2021, TDL filed and served an application to strike which was heard in May 2021. The court struck the substantial points, including: the claim related to the Canadian Competition Act, the unlawful conspiracy claim, and the claim for unjust enrichment. While we currently believe this claim is without merit, we are unable to predict the ultimate outcome of this case or estimate the range of possible loss, if any.

On June 30, 2020, a class action complaint was filed against Restaurant Brands International Inc., Restaurant Brands International Limited Partnership and The TDL Group Corp. in the Quebec Superior Court by Steve Holcman, individually and on behalf of all Quebec residents who downloaded the Tim Hortons mobile application. On July 2, 2020, a Notice of Action related to a second class action complaint was filed against Restaurant Brands International Inc., in the Ontario Superior Court by Ashley Sitko and Ashley Cadeau, individually and on behalf of all Canadian residents who downloaded the Tim Hortons mobile application. On August 31, 2020, a notice of claim was filed against Restaurant Brands International Inc. in the Supreme Court of British Columbia by Wai Lam Jacky Law on behalf of all persons in Canada who downloaded the Tim Hortons mobile application or the Burger King mobile application. On September 30, 2020, a notice of action was filed against Restaurant Brands International Inc., Restaurant Brands International Limited Partnership, The TDL Group Corp., Burger King Worldwide, Inc. and Popeyes Louisiana Kitchen, Inc. in the Ontario Superior Court of Justice by William Jung on behalf of a to be determined class. All of the complaints allege that the defendants violated the plaintiff's privacy rights, the Personal Information Protection and Electronic Documents Act, consumer protection and competition laws or app-based undertakings to users, in each case in connection with the collection of geolocation data through the Tim Hortons mobile application, and in certain cases, the Burger King and Popeyes mobile applications. Each plaintiff seeks injunctive relief and monetary damages for himself or herself and other members of the class. These cases are in preliminary stages and we intend to vigorously defend against these lawsuits, but we are unable to predict the ultimate outcome of any of these cases or estimate the range of possible loss, if any.

On October 26, 2020, City of Warwick Municipal Employees Pension Fund, a purported stockholder of Restaurant Brands International Inc., individually and putatively on behalf of all other stockholders similarly situated, filed a lawsuit in the Supreme Court of the State of New York County of New York naming RBI and certain of its officers, directors and shareholders as defendants alleging violations of Sections 11, 12(a)(2) and 15 of the Securities Act of 1933, as amended, in connection with certain offerings of securities by an affiliate in August and September 2019. The complaint alleges that the shelf registration statement used in connection with such offering contained certain false and/or misleading statements or omissions. The complaint seeks, among other relief, class certification of the lawsuit, unspecified compensatory damages, rescission, pre-judgement and post-judgement interest, costs and expenses. On December 18, 2020 the plaintiffs filed an amended complaint and on February 16, 2021 RBI filed a motion to dismiss the complaint. The plaintiffs filed a brief in opposition to the motion on April 19, 2021 and RBI filed a reply in May 2021. The motion to dismiss is scheduled to be heard in March 2022. RBI intends to vigorously defend. While RBI believe these claims are without merit, RBI is unable to predict the ultimate outcome of this case or estimate the range of possible loss, if any.

### **Note 18. Segment Reporting and Geographical Information**

As stated in Note 1, *Description of Business and Organization*, we manage four brands. Under the *Tim Hortons* brand, we operate in the donut/coffee/tea category of the quick service segment of the restaurant industry. Under the *Burger King* brand, we operate in the fast food hamburger restaurant category of the quick service segment of the restaurant industry. Under the *Popeyes* brand, we operate in the chicken category of the quick service segment of the restaurant industry. Under the *Firehouse Subs* brand, we operate in the specialty subs category of the quick service segment of the restaurant industry. Our business generates revenue from the following sources: (i) franchise and advertising revenues, consisting primarily of royalties and advertising fund contributions based on a percentage of sales reported by franchise restaurants and franchise fees paid by franchisees; (ii) property revenues from properties we lease or sublease to franchisees; and (iii) sales at restaurants owned by us ("Company restaurants"). In addition, our TH business generates revenue from sales to franchisees related to our supply chain operations, including manufacturing, procurement, warehousing and distribution, as well as sales to retailers. We manage each of our brands as an operating segment and each operating segment represents a reportable segment.



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Our management structure and financial reporting is organized around our four brands, including the information regularly reviewed by our Chief Executive Officer, who is our Chief Operating Decision Maker. Therefore, we have four operating segments: (1) TH, which includes all operations of our *Tim Hortons* brand, (2) BK, which includes all operations of our *Burger King* brand, (3) PLK, which includes all operations of our *Popeyes* brand, and (4) FHS, which includes all operations of our *Firehouse Subs* brand. Our four operating segments represent our reportable segments. FHS revenues and segment income for the period from the acquisition date of December 15, 2021 through December 26, 2021 (the fiscal year end for FHS) are included in our consolidated statement of operations for 2021.

The following tables present revenues, by segment and by country, depreciation and amortization, (income) loss from equity method investments, and capital expenditures by segment (in millions):

	<u>2021</u>	<u>2020</u>	<u>2019</u>
<b>Revenues by operating segment:</b>			
TH	\$ 3,342	\$ 2,810	\$ 3,344
BK	1,813	1,602	1,777
PLK	579	556	482
FHS	5	—	—
Total	<u>\$ 5,739</u>	<u>\$ 4,968</u>	<u>\$ 5,603</u>
<b>Revenues by country (a):</b>			
Canada	\$ 3,035	\$ 2,546	\$ 3,037
United States	2,005	1,889	1,930
Other	699	533	636
Total	<u>\$ 5,739</u>	<u>\$ 4,968</u>	<u>\$ 5,603</u>
<b>Depreciation and amortization:</b>			
TH	\$ 132	\$ 119	\$ 112
BK	62	62	62
PLK	7	8	11
Total	<u>\$ 201</u>	<u>\$ 189</u>	<u>\$ 185</u>
<b>(Income) loss from equity method investments:</b>			
TH	\$ (13)	\$ (4)	\$ (7)
BK	17	43	(4)
Total	<u>\$ 4</u>	<u>\$ 39</u>	<u>\$ (11)</u>
<b>Capital expenditures:</b>			
TH	\$ 61	\$ 92	\$ 37
BK	34	18	20
PLK	11	7	5
Total	<u>\$ 106</u>	<u>\$ 117</u>	<u>\$ 62</u>

(a) Only Canada and the United States represented 10% or more of our total revenues in each period presented.

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Total assets by segment, and long-lived assets by segment and country are as follows (in millions):

	Assets		Long-Lived Assets	
	As of December 31,		As of December 31,	
	2021	2020	2021	2020
<b>By operating segment:</b>				
TH	\$ 13,995	\$ 13,963	\$ 1,963	\$ 1,990
BK	4,946	5,334	1,137	1,128
PLK	2,563	2,525	141	131
FHS	1,103	—	4	—
Unallocated	639	955	—	—
Total	<u>\$ 23,246</u>	<u>\$ 22,777</u>	<u>\$ 3,245</u>	<u>\$ 3,249</u>
<b>By country:</b>				
Canada			\$ 1,670	\$ 1,685
United States			1,556	1,539
Other			19	25
Total			<u>\$ 3,245</u>	<u>\$ 3,249</u>

Long-lived assets include property and equipment, net, finance and operating lease right of use assets, net and net investment in property leased to franchisees. Only Canada and the United States represented 10% or more of our total long-lived assets as of December 31, 2021 and December 31, 2020.

Our measure of segment income is Adjusted EBITDA. Adjusted EBITDA represents earnings (net income or loss) before interest expense, net, loss on early extinguishment of debt, income tax (benefit) expense, and depreciation and amortization, adjusted to exclude (i) the non-cash impact of share-based compensation and non-cash incentive compensation expense, (ii) (income) loss from equity method investments, net of cash distributions received from equity method investments, (iii) other operating expenses (income), net and, (iv) income/expenses from non-recurring projects and non-operating activities. For the periods referenced, this included (i) non-recurring fees and expense incurred in connection with the Firehouse Subs acquisition consisting of professional fees and compensation related expenses (“FHS Transaction costs”); (ii) costs from professional advisory and consulting services associated with certain transformational corporate restructuring initiatives that rationalize our structure and optimize cash movements, including services related to significant tax reform legislation, regulations and related restructuring initiatives (“Corporate restructuring and tax advisory fees”); and (iii) costs incurred in connection with the centralization and relocation of our Canadian and U.S. restaurant support centers to new offices in Toronto, Ontario, and Miami, Florida, respectively, (“Office centralization and relocation costs”).

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Adjusted EBITDA is used by management to measure operating performance of the business, excluding these non-cash and other specifically identified items that management believes are not relevant to management's assessment of our operating performance. A reconciliation of segment income to net income consists of the following (in millions):

	2021	2020	2019
<b>Segment income:</b>			
TH	\$ 997	\$ 823	\$ 1,122
BK	1,021	823	994
PLK	228	218	188
FHS	2	—	—
Adjusted EBITDA	2,248	1,864	2,304
Share-based compensation and non-cash incentive compensation expense	102	84	74
FHS Transaction costs	18	—	—
Corporate restructuring and tax advisory fees	16	16	31
Office centralization and relocation costs	—	—	6
Impact of equity method investments (a)	25	48	11
Other operating expenses (income), net	7	105	(10)
EBITDA	2,080	1,611	2,192
Depreciation and amortization	201	189	185
Income from operations	1,879	1,422	2,007
Interest expense, net	505	508	532
Loss on early extinguishment of debt	11	98	23
Income tax expense	110	66	341
Net income	<u>\$ 1,253</u>	<u>\$ 750</u>	<u>\$ 1,111</u>

- (a) Represents (i) (income) loss from equity method investments and (ii) cash distributions received from our equity method investments. Cash distributions received from our equity method investments are included in segment income.

### Note 19. Supplemental Financial Information

1011778 B.C. Unlimited Liability Company (the "Parent Issuer") and New Red Finance Inc. (the "Co-Issuer" and together with the Parent Issuer, the "Issuers") entered into an amended credit agreement, as amended from time to time, that provides for obligations under the Credit Facilities. The Issuers entered into the 3.875% First Lien Senior Notes Indenture with respect to the 3.875% First Lien Senior Notes due 2028. The Issuers entered into the 5.75% First Lien Senior Notes Indenture with respect to the 5.75% First Lien Senior Notes due 2025. The Issuers entered into the 3.50% First Lien Senior Notes Indenture with respect to the 3.50% First Lien Senior Notes due 2029. The Issuers entered into the 4.375% Second Lien Senior Notes Indenture with respect to the 4.375% Second Lien Senior Notes due 2028. The Issuers entered into the 4.00% Second Lien Senior Notes Indenture with respect to the 4.00% Second Lien Senior Notes Due 2030.

The agreement governing our Credit Facilities, the 3.875% First Lien Senior Notes Indenture, the 5.75% First Lien Senior Notes Indenture, the 3.50% First Lien Senior Notes Indenture, the 4.375% Second Lien Senior Notes Indenture and the 4.00% Second Lien Senior Notes Indenture allow the financial reporting obligation of the Parent Issuer to be satisfied through the reporting of Partnership's consolidated financial information, provided that the consolidated financial information of the Parent Issuer and its restricted subsidiaries is presented on a standalone basis.

The following represents the condensed consolidating financial information for the Parent Issuer and its restricted subsidiaries ("Consolidated Borrowers") on a consolidated basis, together with eliminations, as of and for the periods indicated. The condensed consolidating financial information of Partnership is combined with the financial information of its wholly-owned subsidiaries that are also parent entities of the Parent Issuer and presented in a single column under the heading "RBILP". The consolidating financial information may not necessarily be indicative of the financial position, results of operations or cash flows had the Issuers and Partnership operated as independent entities.

**RESTAURANT BRANDS INTERNATIONAL LIMITED PARTNERSHIP AND SUBSIDIARIES**

Condensed Consolidating Balance Sheets

(In millions of U.S. dollars)

As of December 31, 2021

	<b>Consolidated Borrowers</b>	<b>RBILP</b>	<b>Eliminations</b>	<b>Consolidated</b>
<b><u>ASSETS</u></b>				
Current assets:				
Cash and cash equivalents	\$ 1,087	\$ —	\$ —	\$ 1,087
Accounts and notes receivable, net	547	—	—	547
Inventories, net	96	—	—	96
Prepays and other current assets	86	—	—	86
Total current assets	1,816	—	—	1,816
Property and equipment, net	2,035	—	—	2,035
Operating lease assets, net	1,130	—	—	1,130
Intangible assets, net	11,417	—	—	11,417
Goodwill	6,006	—	—	6,006
Net investment in property leased to franchisees	80	—	—	80
Intercompany receivable	—	241	(241)	—
Investment in subsidiaries	—	3,853	(3,853)	—
Other assets, net	762	—	—	762
Total assets	<u>\$ 23,246</u>	<u>\$ 4,094</u>	<u>\$ (4,094)</u>	<u>\$ 23,246</u>
<b><u>LIABILITIES AND EQUITY</u></b>				
Current liabilities:				
Accounts and drafts payable	\$ 614	\$ —	\$ —	\$ 614
Other accrued liabilities	706	241	—	947
Gift card liability	221	—	—	221
Current portion of long term debt and finance leases	96	—	—	96
Total current liabilities	1,637	241	—	1,878
Term debt, net of current portion	12,916	—	—	12,916
Finance leases, net of current portion	333	—	—	333
Operating lease liabilities, net of current portion	1,070	—	—	1,070
Other liabilities, net	1,822	—	—	1,822
Payables to affiliates	241	—	(241)	—
Deferred income taxes, net	1,374	—	—	1,374
Total liabilities	19,393	241	(241)	19,393
Partners' capital:				
Class A common units	—	8,421	—	8,421
Partnership exchangeable units	—	(3,547)	—	(3,547)
Common shares	2,635	—	(2,635)	—
Retained earnings	2,239	—	(2,239)	—
Accumulated other comprehensive income (loss)	(1,024)	(1,024)	1,024	(1,024)
Total Partners' capital/shareholders' equity	3,850	3,850	(3,850)	3,850
Noncontrolling interests	3	3	(3)	3
Total equity	3,853	3,853	(3,853)	3,853
Total liabilities and equity	<u>\$ 23,246</u>	<u>\$ 4,094</u>	<u>\$ (4,094)</u>	<u>\$ 23,246</u>

**RESTAURANT BRANDS INTERNATIONAL LIMITED PARTNERSHIP AND SUBSIDIARIES**

Condensed Consolidating Balance Sheets

(In millions of U.S. dollars)

As of December 31, 2020

	Consolidated Borrowers	RBILP	Eliminations	Consolidated
<b><u>ASSETS</u></b>				
Current assets:				
Cash and cash equivalents	\$ 1,560	\$ —	\$ —	\$ 1,560
Accounts and notes receivable, net	536	—	—	536
Inventories, net	96	—	—	96
Prepays and other current assets	72	—	—	72
Total current assets	2,264	—	—	2,264
Property and equipment, net	2,031	—	—	2,031
Operating lease assets, net	1,152	—	—	1,152
Intangible assets, net	10,701	—	—	10,701
Goodwill	5,739	—	—	5,739
Net investment in property leased to franchisees	66	—	—	66
Intercompany receivable	—	239	(239)	—
Investment in subsidiaries	—	3,721	(3,721)	—
Other assets, net	824	—	—	824
Total assets	<u>\$ 22,777</u>	<u>\$ 3,960</u>	<u>\$ (3,960)</u>	<u>\$ 22,777</u>
<b><u>LIABILITIES AND EQUITY</u></b>				
Current liabilities:				
Accounts and drafts payable	\$ 464	\$ —	\$ —	\$ 464
Other accrued liabilities	596	239	—	835
Gift card liability	191	—	—	191
Current portion of long term debt and finance leases	111	—	—	111
Total current liabilities	1,362	239	—	1,601
Term debt, net of current portion	12,397	—	—	12,397
Finance leases, net of current portion	315	—	—	315
Operating lease liabilities, net of current portion	1,082	—	—	1,082
Other liabilities, net	2,236	—	—	2,236
Payables to affiliates	239	—	(239)	—
Deferred income taxes, net	1,425	—	—	1,425
Total liabilities	19,056	239	(239)	19,056
Partners' capital:				
Class A common units	—	7,994	—	7,994
Partnership exchangeable units	—	(3,002)	—	(3,002)
Common shares	3,026	—	(3,026)	—
Retained earnings	1,966	—	(1,966)	—
Accumulated other comprehensive income (loss)	(1,275)	(1,275)	1,275	(1,275)
Total Partners' capital/shareholders' equity	3,717	3,717	(3,717)	3,717
Noncontrolling interests	4	4	(4)	4
Total equity	3,721	3,721	(3,721)	3,721
Total liabilities and equity	<u>\$ 22,777</u>	<u>\$ 3,960</u>	<u>\$ (3,960)</u>	<u>\$ 22,777</u>

**RESTAURANT BRANDS INTERNATIONAL LIMITED PARTNERSHIP AND SUBSIDIARIES**

Condensed Consolidating Statements of Operations

(In millions of U.S. dollars)

**2021**

	<b>Consolidated Borrowers</b>	<b>RBILP</b>	<b>Eliminations</b>	<b>Consolidated</b>
Revenues:				
Sales	\$ 2,378	\$ —	\$ —	\$ 2,378
Franchise and property revenues	2,452	—	—	2,452
Advertising revenues	909	—	—	909
Total revenues	5,739	—	—	5,739
Operating costs and expenses:				
Cost of sales	1,890	—	—	1,890
Franchise and property expenses	489	—	—	489
Advertising expenses	962	—	—	962
General and administrative expenses	508	—	—	508
(Income) loss from equity method investments	4	—	—	4
Other operating expenses (income), net	7	—	—	7
Total operating costs and expenses	3,860	—	—	3,860
Income from operations	1,879	—	—	1,879
Interest expense, net	505	—	—	505
Loss on early extinguishment of debt	11	—	—	11
Income before income taxes	1,363	—	—	1,363
Income tax expense	110	—	—	110
Net income	1,253	—	—	1,253
Equity in earnings of consolidated subsidiaries	—	1,253	(1,253)	—
Net income (loss)	1,253	1,253	(1,253)	1,253
Net income (loss) attributable to noncontrolling interests	4	4	(4)	4
Net income (loss) attributable to common unitholders	\$ 1,249	\$ 1,249	\$ (1,249)	\$ 1,249
Total comprehensive income (loss)	\$ 1,504	\$ 1,504	\$ (1,504)	\$ 1,504

**RESTAURANT BRANDS INTERNATIONAL LIMITED PARTNERSHIP AND SUBSIDIARIES**

Condensed Consolidating Statements of Operations

(In millions of U.S. dollars)

**2020**

	<b>Consolidated Borrowers</b>	<b>RBILP</b>	<b>Eliminations</b>	<b>Consolidated</b>
Revenues:				
Sales	\$ 2,013	\$ —	\$ —	\$ 2,013
Franchise and property revenues	2,121	—	—	2,121
Advertising revenues	834	—	—	834
Total revenues	4,968	—	—	4,968
Operating costs and expenses:				
Cost of sales	1,610	—	—	1,610
Franchise and property expenses	515	—	—	515
Advertising expenses	870	—	—	870
General and administrative expenses	407	—	—	407
(Income) loss from equity method investments	39	—	—	39
Other operating expenses (income), net	105	—	—	105
Total operating costs and expenses	3,546	—	—	3,546
Income from operations	1,422	—	—	1,422
Interest expense, net	508	—	—	508
Loss on early extinguishment of debt	98	—	—	98
Income before income taxes	816	—	—	816
Income tax expense	66	—	—	66
Net income	750	—	—	750
Equity in earnings of consolidated subsidiaries	—	750	(750)	—
Net income (loss)	750	750	(750)	750
Net income (loss) attributable to noncontrolling interests	2	2	(2)	2
Net income (loss) attributable to common unitholders	\$ 748	\$ 748	\$ (748)	\$ 748
Total comprehensive income (loss)	\$ 653	\$ 653	\$ (653)	\$ 653

**RESTAURANT BRANDS INTERNATIONAL LIMITED PARTNERSHIP AND SUBSIDIARIES**

Condensed Consolidating Statements of Operations

(In millions of U.S. dollars)

**2019**

	<b>Consolidated Borrowers</b>	<b>RBILP</b>	<b>Eliminations</b>	<b>Consolidated</b>
Revenues:				
Sales	\$ 2,362	\$ —	\$ —	\$ 2,362
Franchise and property revenues	2,381	—	—	2,381
Advertising revenues	860	—	—	860
Total revenues	5,603	—	—	5,603
Operating costs and expenses:				
Cost of sales	1,813	—	—	1,813
Franchise and property expenses	533	—	—	533
Advertising expenses	865	—	—	865
General and administrative expenses	406	—	—	406
(Income) loss from equity method investments	(11)	—	—	(11)
Other operating expenses (income), net	(10)	—	—	(10)
Total operating costs and expenses	3,596	—	—	3,596
Income from operations	2,007	—	—	2,007
Interest expense, net	532	—	—	532
Loss on early extinguishment of debt	23	—	—	23
Income before income taxes	1,452	—	—	1,452
Income tax expense	341	—	—	341
Net income	1,111	—	—	1,111
Equity in earnings of consolidated subsidiaries	—	1,111	(1,111)	—
Net income (loss)	1,111	1,111	(1,111)	1,111
Net income (loss) attributable to noncontrolling interests	2	2	(2)	2
Net income (loss) attributable to common unitholders	\$ 1,109	\$ 1,109	\$ (1,109)	\$ 1,109
Total comprehensive income (loss)	\$ 1,370	\$ 1,370	\$ (1,370)	\$ 1,370



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**RESTAURANT BRANDS INTERNATIONAL LIMITED PARTNERSHIP AND SUBSIDIARIES**

Condensed Consolidating Statements of Cash Flows

(In millions of U.S. dollars)

**2021**

	Consolidated Borrowers	RBILP	Eliminations	Consolidated
<b>Cash flows from operating activities:</b>				
Net income	\$ 1,253	\$ 1,253	\$ (1,253)	\$ 1,253
Adjustments to reconcile net income to net cash provided by operating activities:				
Equity in loss (earnings) of consolidated subsidiaries	—	(1,253)	1,253	—
Depreciation and amortization	201	—	—	201
Premiums paid and non-cash loss on early extinguishment of debt	11	—	—	11
Amortization of deferred financing costs and debt issuance discount	27	—	—	27
(Income) loss from equity method investments	4	—	—	4
Loss (gain) on remeasurement of foreign denominated transactions	(76)	—	—	(76)
Net (gains) losses on derivatives	87	—	—	87
Share-based compensation and non-cash incentive compensation expense	102	—	—	102
Deferred income taxes	(5)	—	—	(5)
Other	(16)	—	—	(16)
Changes in current assets and liabilities, excluding acquisitions and dispositions:				
Accounts and notes receivable	8	—	—	8
Inventories and prepaids and other current assets	12	—	—	12
Accounts and drafts payable	149	—	—	149
Other accrued liabilities and gift card liability	67	—	—	67
Tenant inducements paid to franchisees	(20)	—	—	(20)
Other long-term assets and liabilities	(78)	—	—	(78)
Net cash provided by operating activities	<u>1,726</u>	<u>—</u>	<u>—</u>	<u>1,726</u>
<b>Cash flows from investing activities:</b>				
Payments for property and equipment	(106)	—	—	(106)
Net proceeds from disposal of assets, restaurant closures and franchisings	16	—	—	16
Net payment for purchase of Firehouse Subs, net of cash acquired	(1,004)	—	—	(1,004)
Settlement/sale of derivatives, net	5	—	—	5
Other investing activities, net	(14)	—	—	(14)
Net cash used for investing activities	<u>(1,103)</u>	<u>—</u>	<u>—</u>	<u>(1,103)</u>
<b>Cash flows from financing activities:</b>				
Proceeds from revolving line of credit and long-term debt	1,335	—	—	1,335
Repayments of revolving line of credit, long-term debt and finance leases	(889)	—	—	(889)
Payment of financing costs	(19)	—	—	(19)
Distributions on Class A and Partnership exchangeable units	—	(974)	—	(974)
Distributions to RBI for repurchase of RBI common shares	—	(551)	—	(551)
Capital contribution from RBI	60	—	—	60
Distributions from subsidiaries	(1,525)	1,525	—	—
(Payments) proceeds from derivatives	(51)	—	—	(51)
Other financing activities, net	(4)	—	—	(4)
Net cash used for financing activities	<u>(1,093)</u>	<u>—</u>	<u>—</u>	<u>(1,093)</u>
Effect of exchange rates on cash and cash equivalents	(3)	—	—	(3)
Increase (decrease) in cash and cash equivalents	(473)	—	—	(473)
Cash and cash equivalents at beginning of period	1,560	—	—	1,560
<b>Cash and cash equivalents at end of period</b>	<u>\$ 1,087</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 1,087</u>

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**RESTAURANT BRANDS INTERNATIONAL LIMITED PARTNERSHIP AND SUBSIDIARIES**

Condensed Consolidating Statements of Cash Flows

(In millions of U.S. dollars)

**2020**

	Consolidated Borrowers	RBILP	Eliminations	Consolidated
<b>Cash flows from operating activities:</b>				
Net income	\$ 750	\$ 750	\$ (750)	\$ 750
Adjustments to reconcile net income to net cash provided by operating activities:				
Equity in loss (earnings) of consolidated subsidiaries	—	(750)	750	—
Depreciation and amortization	189	—	—	189
Premiums paid and non-cash loss on early extinguishment of debt	97	—	—	97
Amortization of deferred financing costs and debt issuance discount	26	—	—	26
(Income) loss from equity method investments	39	—	—	39
Loss (gain) on remeasurement of foreign denominated transactions	100	—	—	100
Net (gains) losses on derivatives	32	—	—	32
Share-based compensation and non-cash incentive compensation expense	84	—	—	84
Deferred income taxes	(208)	—	—	(208)
Other	28	—	—	28
Changes in current assets and liabilities, excluding acquisitions and dispositions:				
Accounts and notes receivable	(30)	—	—	(30)
Inventories and prepaids and other current assets	(10)	—	—	(10)
Accounts and drafts payable	(183)	—	—	(183)
Other accrued liabilities and gift card liability	6	—	—	6
Tenant inducements paid to franchisees	(22)	—	—	(22)
Other long-term assets and liabilities	23	—	—	23
Net cash provided by operating activities	<u>921</u>	<u>—</u>	<u>—</u>	<u>921</u>
<b>Cash flows from investing activities:</b>				
Payments for property and equipment	(117)	—	—	(117)
Net proceeds from disposal of assets, restaurant closures and refranchisings	12	—	—	12
Settlement/sale of derivatives, net	33	—	—	33
Other investing activities, net	(7)	—	—	(7)
Net cash used for investing activities	<u>(79)</u>	<u>—</u>	<u>—</u>	<u>(79)</u>
<b>Cash flows from financing activities:</b>				
Proceeds from revolving line of credit and long-term debt	5,235	—	—	5,235
Repayments of revolving line of credit, long-term debt and finance leases	(4,708)	—	—	(4,708)
Payment of financing costs	(43)	—	—	(43)
Distributions on Class A and Partnership exchangeable units	—	(959)	—	(959)
Repurchase of Partnership exchangeable units	—	(380)	—	(380)
Capital contribution from RBI	82	—	—	82
Distributions from subsidiaries	(1,339)	1,339	—	—
(Payments) proceeds from derivatives	(46)	—	—	(46)
Other financing activities, net	(2)	—	—	(2)
Net cash used for financing activities	<u>(821)</u>	<u>—</u>	<u>—</u>	<u>(821)</u>
Effect of exchange rates on cash and cash equivalents	6	—	—	6
Increase (decrease) in cash and cash equivalents	27	—	—	27
Cash and cash equivalents at beginning of period	1,533	—	—	1,533
<b>Cash and cash equivalents at end of period</b>	<u><u>\$ 1,560</u></u>	<u><u>\$ —</u></u>	<u><u>\$ —</u></u>	<u><u>\$ 1,560</u></u>

**RESTAURANT BRANDS INTERNATIONAL LIMITED PARTNERSHIP AND SUBSIDIARIES**

Condensed Consolidating Statements of Cash Flows

(In millions of U.S. dollars)

**2019**

	Consolidated Borrowers	RBILP	Eliminations	Consolidated
<b>Cash flows from operating activities:</b>				
Net income	\$ 1,111	\$ 1,111	\$ (1,111)	\$ 1,111
Adjustments to reconcile net income to net cash provided by operating activities:				
Equity in loss (earnings) of consolidated subsidiaries	—	(1,111)	1,111	—
Depreciation and amortization	185	—	—	185
Premiums paid and non-cash loss on early extinguishment of debt	16	—	—	16
Amortization of deferred financing costs and debt issuance discount	29	—	—	29
(Income) loss from equity method investments	(11)	—	—	(11)
Loss (gain) on remeasurement of foreign denominated transactions	(14)	—	—	(14)
Net (gains) losses on derivatives	(49)	—	—	(49)
Share-based compensation and non-cash incentive compensation expense	74	—	—	74
Deferred income taxes	58	—	—	58
Other	6	—	—	6
Changes in current assets and liabilities, excluding acquisitions and dispositions:				
Accounts and notes receivable	(53)	—	—	(53)
Inventories and prepaids and other current assets	(15)	—	—	(15)
Accounts and drafts payable	112	—	—	112
Other accrued liabilities and gift card liability	(57)	—	—	(57)
Tenant inducements paid to franchisees	(54)	—	—	(54)
Other long-term assets and liabilities	138	—	—	138
Net cash provided by operating activities	<u>1,476</u>	<u>—</u>	<u>—</u>	<u>1,476</u>
<b>Cash flows from investing activities:</b>				
Payments for property and equipment	(62)	—	—	(62)
Net proceeds from disposal of assets, restaurant closures and franchisings	8	—	—	8
Settlement/sale of derivatives, net	24	—	—	24
Net cash used for investing activities	<u>(30)</u>	<u>—</u>	<u>—</u>	<u>(30)</u>
<b>Cash flows from financing activities:</b>				
Proceeds from revolving line of credit and long-term debt	2,250	—	—	2,250
Repayments of revolving line of credit, long-term debt and finance leases	(2,266)	—	—	(2,266)
Payment of financing costs	(50)	—	—	(50)
Distributions on Class A and Partnership exchangeable units	—	(901)	—	(901)
Capital contribution from RBI	102	—	—	102
Distributions from subsidiaries	(901)	901	—	—
(Payments) proceeds from derivatives	23	—	—	23
Net cash used for financing activities	<u>(842)</u>	<u>—</u>	<u>—</u>	<u>(842)</u>
Effect of exchange rates on cash and cash equivalents	16	—	—	16
Increase (decrease) in cash and cash equivalents	620	—	—	620
Cash and cash equivalents at beginning of period	913	—	—	913
<b>Cash and cash equivalents at end of period</b>	<u>\$ 1,533</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 1,533</u>

**Note 20. Subsequent Events**

***Distributions/Dividends***

On January 5, 2022, RBI paid a cash dividend of \$0.53 per RBI common share to common shareholders of record on December 21, 2021. Partnership made a distribution to RBI as holder of Class A common units in the amount of the aggregate dividends declared and paid by RBI on RBI common shares and also made a distribution in respect of each Partnership exchangeable unit in the amount of \$0.53 per exchangeable unit to holders of record on December 21, 2021.

On February 15, 2022, we announced that the RBI board of directors had declared a cash dividend of \$0.54 per RBI common share for the first quarter of 2020. The dividend will be paid on April 6, 2022 to RBI common shareholders of record on March 23, 2022. Partnership will make a distribution to RBI as holder of Class A common units in the amount of the aggregate dividends declared and paid by RBI on RBI common shares. Partnership will also make a distribution in respect of each Partnership exchangeable unit in the amount of \$0.54 per Partnership exchangeable unit, and the record date and payment date for such distribution will be the same as the record date and payment date for the cash dividend per RBI common share set forth above.

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**GUARANTY OF PERFORMANCE  
OF RBILLP**

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## GUARANTEE OF PERFORMANCE

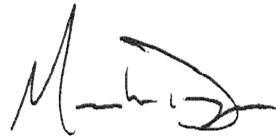
For value received, **Restaurant Brands International Limited Partnership**, a limited partnership organized under the laws of Ontario (the “Guarantor”), located at 130 King Street West, Suite 300, Toronto, Ontario M5X 1E1, Canada, , absolutely and unconditionally guarantees to assume the duties and obligations of **Firehouse of America, LLC**, located at Jacksonville, Florida (the “Franchisor”), under its franchise registration in each state as identified in Item 21 of this Franchise Disclosure Document, and under its Franchise Agreement identified in its 2022 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time with residents of, or for locations in, those states. This guarantee continues until all such obligations of the Franchisor under such franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to such franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Miami, Florida on the 25th day of March, 2022.

### GUARANTOR:

RESTAURANT BRANDS INTERNATIONAL  
LIMITED PARTNERSHIP

By: Restaurant Brands International Inc.  
Its: General Partner



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

Name: Matthew Dunnigan

Title: Chief Financial Officer

**EXHIBIT B TO THE DISCLOSURE DOCUMENT**

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**FORM OF**

**APPLICATION AND DEPOSIT AGREEMENT**

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## APPLICATION AND DEPOSIT AGREEMENT

THIS APPLICATION AND DEPOSIT AGREEMENT (this “**Agreement**”) is effective as of \_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”), regardless of when it is signed, by and between **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company (“**we**,” “**us**” and “**our**”) and \_\_\_\_\_ (“**you**” or “**your**”). You and we are sometimes referred to collectively as the “**parties**” or separately as a “**party**.”

### BACKGROUND INFORMATION

We grant franchises for the operation of sandwich restaurant shop specializing in large portion hot submarine style sandwiches in a unique fire-fighting atmosphere and decorum at an economical price (a “**FIREHOUSE SUBS® Restaurant**” or “**Restaurant**”) to persons who meet our qualifications and are willing to undertake the investment and effort, a Franchise to own and operate a FIREHOUSE SUBS® Restaurant.

You have applied for a Franchise to own and operate a FIREHOUSE SUBS®. To determine whether to grant you a Franchise, we must evaluate your credentials. In addition, you want to make sure that operating a Restaurant is compatible with your objectives. We incur various expenses in making those evaluations and determinations.

Accordingly, the parties agree as follows:

### OPERATIVE TERMS

1. **Deposit.** Contemporaneously with signing this Agreement, you have deposited \$2,500 (the “**Deposit**”) with us. If we grant a Franchise to you this Deposit will be credited toward the initial franchise fee payable in accordance with the Franchise Agreement. The Deposit will not bear interest. We will not establish a separate account for the Deposit. The Deposit is non-refundable and is fully earned by us when paid.

2. **Representations and Warranties.** You represent and warrant that all of the statements you made in your application are true, correct and complete.

3. **Evaluation.** As part of the screening process, you agree to personally attend and observe a minimum of 16 hours or 2 business days at a FIREHOUSE SUBS® Restaurant that we designate with our designated representative for the time periods we specify (the “**Observation Process**”). You will not be paid any compensation for the time you spend observing Restaurant operations during this Observation Process. Your participation in this process does not constitute training under any franchise agreement with us.

4. **Waiver and Release.** During the Observation Process you will personally observe operations of Restaurants and may handle equipment and supplies, you agree, attest and acknowledge that:

- (a) There is some risk of injury and harm;
- (b) You are not our employee;
- (c) Since you are not our employee, you will not be entitled to any workers compensation from us; and
- (d) You waive any right to sue for damages or other relief, and release any claim you may have against us or any of our affiliates, agents, officers and directors, for any claims, losses, damages, liabilities or obligations that arise out of any injury you suffer during such work.

If someone other than you that we have approved in writing attends the Observation Process, they must sign our standard form of Liability Waiver and Release, a copy of which is attached as Exhibit “A” to this Agreement.

5. **Competitive Restrictions.** Upon our termination or expiration (if we offer, but you elect not to acquire, a franchise), you and your owners agree that, for a period of 1 year commencing on the effective date of termination or expiration or the date on which a person restricted by this Section begins to



comply with this Section, whichever is later, neither you nor any of your owners will have any direct or indirect interest (e.g., through a spouse or child) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative or agent or in any other capacity in any Competitive Business operating within 10 miles of any other FIREHOUSE SUBS® Restaurant in operation or under construction on the later of the effective date of the termination or expiration or the date on which a person restricted by this Section complies with this Section. If any person restricted by this Section refuses voluntarily to comply with the foregoing obligations, the 1-year period will commence with the entry of an order of an arbitrator, or court if necessary, enforcing this provision. You and your owners expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of the covenants made in this Section will not deprive you of your personal goodwill or ability to earn a living. The term “**Competitive Business**” as used in this Agreement means any business or facility owning, operating or managing, or granting franchises or licenses to others to do so, any Restaurant or food service facility that offers casual dining and take-out of sandwiches, salads or any type of deli foods and beverages (other than a FIREHOUSE SUBS® Restaurant operated under a franchise agreement with us).

6. **Confidential Information.** We may disclose certain information to you regarding the System and the know-how related to its use; plans, specifications, size and physical characteristics of FIREHOUSE SUBS® Restaurants; site selection criteria, land use and zoning techniques and criteria; methods in obtaining licensing and meeting regulatory requirements; sources and design of equipment, furniture, forms, materials and supplies; marketing, advertising and promotional programs for FIREHOUSE SUBS® Restaurants; the selection, testing and training of personnel for FIREHOUSE SUBS® Restaurants; the recruitment, qualification and investigation methods to secure employment for employment candidates; any computer software we make available or recommend for FIREHOUSE SUBS® Restaurants; methods, techniques, formats, specifications, procedures, information and systems related to and knowledge of and experience in the development, operation and franchising of FIREHOUSE SUBS® Restaurants; knowledge of specifications for and suppliers of certain products, materials, supplies, furniture, furnishings and equipment; recipes, formulas, preparation methods and serving techniques; and knowledge of operating results and financial performance of FIREHOUSE SUBS® Restaurants. You acknowledge and agree that all of this information is confidential and proprietary (the “**Confidential Information**”). You will not acquire any interest in the Confidential Information. The use or duplication of any Confidential Information in any other business will constitute an unfair method of competition. You will not disclose, leak, divulge, disseminate, reveal, make available, replicate, duplicate (in any form, tangible or intangible) or otherwise communicate all or any portion of the Confidential Information to any other person or entity, or use it for any purpose other than good faith negotiations with us to obtain a Franchise Program, either directly or indirectly, unless given permission to do so in writing by us. You will use the highest degree of care to safeguard the confidentiality of the Confidential Information and not make any copies or abstracts of the Confidential Information (intangible, printed or an intangible form) except where permitted to do so by us in writing. You will adopt and implement all reasonable procedures we may prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information.

7. **Return of Confidential Information.** If, for any reason whatsoever, you and we do not enter into a Franchise Agreement by within 60 days, you and we agree as follows:

(a) **Return:** You will immediately return to us all franchise Disclosure Documents, franchise agreements, prototypes, samples, brochures, copies, materials, duplicates, derivations, portions, extracts and any other aspects of the Confidential Information in your possession.

(b) **Copies:** You will immediately deliver to us all additional copies or other duplicates of the Confidential Information produced or created by you or us, including without limitation, all prototypes, documents, photocopies, notes, memoranda, extracts, excerpts, derivations, worksheets or other ancillary documentation containing, or derived from, Confidential Information, whether contained on paper, tangible material, tape or in computer memory banks or the storage devices including storage media that you may access from remote sites via the Internet or other shared system(s).

(c) **Destruction.** You will immediately destroy any Confidential Information or derivations which you may possess in computer memory or elsewhere in machine readable form that cannot be returned to us, thereby leaving no written evidence or intangible embodiment of the Confidential Information in your possession.

(d) **Certificate.** Within 10 days following notice from us of our demand that you return or destroy the Confidential Information, you will deliver to us a written certificate executed by a duly authorized officer on your behalf, stating that you have fully and completely discharged all of your obligations pursuant to the provisions of this Agreement and returning all of the Confidential Information not destroyed.

8. **Governing Law and Jurisdiction.** Florida law governs this Agreement. Jurisdiction and venue for any claims involving this Agreement is exclusively in the courts serving Duval County, Florida. The parties irrevocably submit to the venue and jurisdiction of such courts.

9. **Litigation Expenses.** In any action or dispute, at law or in equity, that may arise under or otherwise relate to the terms of this Agreement, the prevailing party will be entitled to full reimbursement of its litigation expenses from the other party. Litigation expenses include attorneys' fees, defense costs, witness fees and other related expenses including paralegal fees, travel and lodging expenses and court costs. Reimbursement is due within 30 days of written notice after prevailing.

10. **Assignment.** This Agreement, and all rights and obligations of the parties, may not be assigned, subcontracted, or transferred by any party without the prior written consent of the other party.

11. **Background Information.** Both parties agree that the background information at the beginning of this Agreement is accurate.

12. **Effect.** This Agreement neither evidences, nor commits us to, an award of a Franchise to you. Any grant of a Franchise to you will be subject to a definitive Franchise Agreement mutually acceptable and signed by both you and us. However, in the meantime, you and we will naturally be expected to investigate each others' qualifications, background and respective businesses. Thus, each of us will cooperate with each other to obtain further information in order to proceed on a mutually beneficial business basis. Neither party has any obligation to the other party other than as described in this Agreement.

13. **Effective Date.** The effective date of this Agreement is \_\_\_\_\_, 20\_\_\_, regardless of the actual date of signature.

Intending to be bound, the parties sign below:

**FIREHOUSE OF AMERICA, LLC**

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

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

**EXHIBIT "A" TO  
APPLICATION AND DEPOSIT AGREEMENT**

**FIREHOUSE SUBS®  
LIABILITY WAIVER AND RELEASE**

I, \_\_\_\_\_, want to enroll in the observation and evaluation process and/or attend the training programs (the "**Observation Process**") offered by Firehouse of America, LLC ("**FOA**") in assess suitability to own, operate and/or manage a Firehouse Subs® Restaurant pursuant to a franchise agreement between FOA and either me, my employer, or a company with which I am affiliated. To induce FOA to allow me to participate in the Observation Process and/or training programs, I agree, attest and acknowledge the following:

- (1) During the Observation Process and/or the training programs at a Firehouse Subs® Restaurant and through other training facilities during which I may handle or operate food service equipment and supplies and, therefore, there is a risk of injury and harm.
- (2) I understand and acknowledge that I am not an employee of FOA or its affiliates for any purpose whatsoever.
- (3) Since I am not an employee of FOA, I will not be entitled to any workers compensation coverage from FOA or any of its affiliates (although I may be entitled to such coverage from my own employer).
- (4) I waive any right to sue for damages or other relief, and release any claim I may have against FOA and/or any of its affiliates, agents, officers and directors, for any claims, losses, damages, liabilities or obligations that arise out of any injury I suffer during and as a result of my participating in the foregoing programs with FOA.
- (5) My participation in the Observation Process and/or training programs does not entitle me to a Firehouse Subs® franchise. Franchises are granted only by separate written agreements.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT C TO THE DISCLOSURE DOCUMENT**

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**FORM OF  
FRANCHISE AGREEMENT**

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**FIREHOUSE OF AMERICA, LLC**  
**FRANCHISE AGREEMENT**

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\_\_\_\_\_  
AGREEMENT DATE

\_\_\_\_\_  
FRANCHISE OWNER

\_\_\_\_\_  
RESTAURANT NUMBER

\_\_\_\_\_  
ADDRESS OF RESTAURANT

**THIS AGREEMENT REQUIRES CERTAIN DISPUTES TO BE SUBMITTED TO BINDING ARBITRATION.**

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**EXHIBITS**

EXHIBIT A	-	INDEX
EXHIBIT B		LIABILITY WAIVER AND RELEASE
EXHIBIT C		FORM OF RENEWAL ADDENDUM



**FIREHOUSE OF AMERICA, LLC**  
**FRANCHISE AGREEMENT**

**THIS FRANCHISE AGREEMENT** (the “**Agreement**“) is effective as of \_\_\_\_\_, 20\_\_ (the “**Agreement Date**“). The parties to this Agreement are **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company, with its principal business address at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (referred to in this Agreement as “**we**,” “**us**“ or “**our**“), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ (referred to in this Agreement as “**you**,” “**your**“ or “**Franchise Owner**“).

1. **INTRODUCTION.** Various terms are defined in context throughout this Agreement, and an index is attached as Exhibit “A” for convenience.

1.1. **The FIREHOUSE SUBS® System.** We and our affiliates have expended considerable time and effort in a sandwich restaurant shop specializing in large portion hot submarine style sandwiches in a unique fire-fighting atmosphere and decorum at an economical price (a “**FIREHOUSE SUBS® Restaurant**“ or “**Restaurant**“). FIREHOUSE SUBS® Restaurants operate under the service marks and trade name “**FIREHOUSE SUBS® Est. 1994 and design**,” “**FIREHOUSE SUBS® and design**,” “**FIREHOUSE SUBS®**,” “**FIREHOUSE SUBS FEED THE FIRE<sup>SM</sup> and Design**,” “**FEED THE FIRE<sup>SM</sup>**,” “**FIREHOUSE SUBS AMERICAN DREAM OWNERSHIP PROGRAM®**,” “**FULLY INVOLVED®**,” “**HOOK & LADDER SUB®**,” “**NEW YORK STEAMER SUB®**,” “**FIREHOUSE HOUSE<sup>SM</sup>**,” “**FIREHOUSE<sup>SM</sup>**,” “**ENGINEER SUB<sup>SM</sup>**,” “**FIREHOUSE FUNDS<sup>SM</sup>**,” and under distinctive business formats, methods, procedures, designs, layouts, signs, equipment, menus, recipes, trade dress, standards and specifications, all of which we may improve, further develop or otherwise modify from time to time (the “**System**“). We commission, use, promote and license in the operation of a FIREHOUSE SUBS® Restaurant certain trademarks, service marks and other commercial symbols, including the trade and service marks “**FIREHOUSE SUBS® Est. 1994 and design**,” “**FIREHOUSE SUBS® and design**,” “**FIREHOUSE SUBS®**” and other associated logos, copyrighted works, designs, Art, trade dress, trademarks, service marks, commercial symbols, and e-names, which will gain or have gained and continue to gain public acceptance and goodwill, and may create, commission, use and license additional trademarks, service marks, e-names, copyrighted works, Art and commercial symbols in conjunction with the operation of FIREHOUSE SUBS® Restaurants (collectively, the “**Marks**“). We grant to persons who meet our qualifications and are willing to undertake the investment and effort, a Franchise to own and operate a FIREHOUSE SUBS® Restaurant offering the products and services we authorize and approve and utilizing the Marks and the System. You have applied for a Franchise to own and operate a FIREHOUSE SUBS® Restaurant.

1.2. **Acknowledgments.** You acknowledge and agree that:

(a) you have read this Agreement and our Franchise Disclosure Document;

(b) you understand and accept the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain our high standards of quality and service and the uniformity of those standards at each FIREHOUSE SUBS® Restaurant and to protect and preserve the goodwill of the Marks;

(c) you have conducted an independent investigation of the business venture contemplated by this Agreement and recognize that, like any other business, the nature of the business conducted by a FIREHOUSE SUBS® Restaurant may evolve and change over time;

(d) an investment in a FIREHOUSE SUBS® Restaurant involves business risks;

(e) your business abilities and efforts are vital to the success of the venture and the success or failure of your Restaurant is predominately based on your skills in operating and managing it;

(f) any information you acquire from other FIREHOUSE SUBS® Restaurant franchisees relating to their sales, profits or cash flows does not constitute information obtained from us, nor do we make any representation as to the accuracy of any such information;

(g) in all of their dealings with you, our officers, directors, employees and agents act only in a representative, and not in an individual, capacity. All business dealings between you and such persons as a result of this Agreement are solely between you and us;

(h) we have advised you to have this Agreement reviewed and explained to you by an attorney.

1.3. **Representations.** As an inducement to our entry into this Agreement, you represent and warrant to us that:

(a) all statements you have made and all materials you have submitted to us in connection with your purchase of the Franchise are accurate and complete and that you have made no misrepresentations or material omissions in obtaining the franchise;

(b) you will at all times faithfully, honestly and diligently perform your obligations, continuously exert your best efforts to promote and enhance the Restaurant and not engage in any other business or activity that conflicts with your obligations to operate the Restaurant in compliance with this Agreement.

(c) you will comply with and/or assist us to the fullest extent possible in our efforts to comply with Executive Order 13224 issued by the President of the United States, the USA Patriot Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war (the “**Anti-Terrorism Laws**”); and

(d) neither you nor any of your owners, employees, or agents, property or interests are subject to being “blocked” under any of the Anti-Terrorism Laws and that neither you nor they are otherwise in violation of any of the Anti-Terrorism Laws.

(e) Our approval of your request to purchase the Franchise is made in reliance on all of your representations and warranties. Any violation of these representations or warranties, or any Anti-Terrorism Laws by you or your owners, or your or your owners’ agents or employees, or any “blocking” of your or their assets under the Anti-Terrorism Laws, will constitute grounds for immediate termination of this Agreement and any other agreements you have entered into with us or any of our affiliates.

1.4. **No Warranties.** Except for representations made in the Franchise Disclosure Document delivered to you prior to signing this Agreement, we expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any warranty or guaranty, express or implied, as to the revenues, sales, profits or success of the business venture contemplated by this Agreement or the extent to which we will continue to develop and expand the network of FIREHOUSE SUBS® Restaurants. You acknowledge and understand the following:

(a) any statement regarding the potential or probable revenues, sales or profits of the business venture, or of any services, benefits or commitments we are to make available to you, are made solely in the Franchise Disclosure Document delivered to you prior to signing this Agreement;

(b) any statement regarding the potential or probable revenues, sales or profits of the business venture or statistical information regarding any existing FIREHOUSE SUBS® Restaurant owned by us or our affiliates or that is not contained in our Franchise Disclosure Document is unauthorized, unwarranted and unreliable and should be reported to us immediately; and

(c) you have not received or relied on any representations about us or our franchising program or policies made by us, or our officers, directors, employees or agents, that are contrary to the statements made in our Franchise Disclosure Document or to the terms of this Agreement. If there are any exceptions to any of the foregoing, you must: (i) immediately notify our chief executive officer; and (ii) note such exceptions by attaching a statement of exceptions to this Agreement prior to signing it.

1.5. **Business Organization.** If you are at any time a business organization (“**Business Entity**”) (like a corporation, limited liability company or partnership) you agree and represent that:

(a) you have the authority to execute, deliver and perform your obligations under this Agreement and are duly organized or formed and validly existing in good standing under the laws of the state of your incorporation or formation;

(b) your organizational or governing documents will recite that the issuance and transfer of any ownership interests in you are restricted by the terms of this Agreement, and all certificates and other documents representing ownership interests in you will bear a legend referring to the restrictions of this Agreement;

(c) the Principal Owners Statement will completely and accurately describe all of your owners and their interests in you. A copy of our current form of Principal Owners Statement is attached to the Franchise Disclosure Document;

(d) you and your owners agree to revise the Principal Owners Statement as may be necessary to reflect any ownership changes and to furnish such other information about your organization or formation as we may request (no ownership changes may be made without our approval);

(e) each of your owners during the Term will sign and deliver to us our standard form of Principal Owner’s Guaranty undertaking to be bound jointly and severally by all provisions of this Agreement and any other agreements between you and us. A copy of our current form of Principal Owner’s Guaranty is attached to the Franchise Disclosure Document; and

(f) at our request, you will furnish true and correct copies of all documents and contracts governing the rights, obligations and powers of your owners and agents (like articles of incorporation or organization and partnership, operating or shareholder agreements).

## 2. **GRANT AND TERM**

2.1. **Grant of Franchise.** You have applied for a franchise to own and operate a FIREHOUSE SUBS® Restaurant only at a location we have approved (the “**Site**”). Subject to the terms of and upon the conditions contained in this Agreement, we grant you a franchise (the “**Franchise**”) to: (a) operate a FIREHOUSE SUBS® Restaurant at the Site, and at no other location; (b) use the Marks in connection with operating the Restaurant; and (c) use the System in its operation. The term of the Franchise and this Agreement (the “**Term**”) begins on the Agreement Date and expires 10 years from the date your Restaurant opens for business (the “**Opening Date**”). You agree to fulfill your obligations and exert your best efforts to do so, for the full Term. This Agreement may be terminated before it expires. We grant you the right to an exclusive territory.

You may not operate the Restaurant from any location other than the Site without our prior written consent. If we consent to the Restaurant's relocation, we have the right to charge you for the expenses we incur in connection with the relocation.

2.2. **Rights We Reserve.** We (and our affiliates) retain the right in our sole discretion to:

(a) to solicit prospective franchisees and grant other persons Franchises, or other rights to operate FIREHOUSE SUBS® Restaurants: through national or regional advertising, trade shows or conventions, or using or through the Internet, Intranet or other forms of e-commerce or through similar means;

(b) to own and operate FIREHOUSE SUBS® Restaurants ourselves or through affiliates anywhere, except your Trade Area;

(c) sell, solicit, recruit and provide services for FIREHOUSE SUBS® Restaurants or any franchised business not defined as a FIREHOUSE SUBS® Restaurant in this Agreement;

(d) to sell, and provide the services authorized for sale by, FIREHOUSE SUBS® Restaurants under the Marks or other trade names, trademarks, service marks and commercial symbols through similar or dissimilar channels (like telephone, mail order, kiosk, co-branded sites and sites located within other retail businesses, stadiums, Intranet, Internet, web sites, wireless, email or other forms of e-commerce) for distribution within and outside of your Trade Area and pursuant to such terms and conditions as we consider appropriate;

(e) to sell, and provide the services authorized for sale by, FIREHOUSE SUBS® Restaurants to Nontraditional Locations which are locations for which the majority of the persons entering the premises typically do so for the purposes other than patronizing the FIREHOUSE SUBS® Restaurant, including, but not limited to airports, military installations, hotels, railway stations and their direct surroundings, bus stations, service plazas established by governmental or quasi-governmental entities on motorways and highways, gas stations, convenience stores, universities and schools, amusement parks, cruise ships, hospitals and residences, sports centers and clubs, and similar locations for distribution within and outside of your Trade Area and pursuant to such terms and conditions as we consider appropriate;

(f) to solicit prospective franchisees for, and own and operate, businesses and restaurants of any other kind or nature, anywhere.

### 3. **SITE SELECTION AND DEVELOPMENT.**

3.1. **Site Selection.** Within 12 months of the Agreement Date, you (with or without our assistance) must locate a site that we (in our sole judgment) have approved and signed a lease for it to be acceptable to us. The Site must meet our criteria for the location of a Restaurant (which may or may not include demographic characteristics, traffic patterns, parking, character of neighborhood, competition from and proximity to other businesses and other FIREHOUSE SUBS® Restaurants, the nature of other businesses in proximity to the Site and other commercial characteristics and the size, appearance and other physical characteristics of the proposed site, and any other factors or characteristics we consider appropriate). Our criteria, and our evaluation of them, may vary periodically and from location to location. We will approve or disapprove a Site you propose for a Restaurant within 30 days after we receive from you a complete site report and any other materials we request. If you have not heard from us within such 30-day period, the Site is deemed disapproved. You acknowledge and agree that:

(a) our recommendation or approval of the Site, and any information regarding the Site communicated to you, do not constitute a representation or warranty of any kind, express or implied, as to the suitability of the Site for a FIREHOUSE SUBS® Restaurant or for any other purpose;

(b) our recommendation or approval of the Site indicates only that we believe that the Site falls within the acceptable criteria for sites and premises that we have established as of the time of our recommendation or approval of the Site;

(c) application of criteria that have appeared effective with respect to other sites and premises may not accurately reflect the potential for all sites and premises, and, after our approval of a site, demographic and/or other factors included in or excluded from our criteria could change to alter the potential of a site and premises; and

(d) the uncertainty and instability of such criteria are beyond our control, and we will not be responsible for the failure of a site and premises we have recommended or approved to meet expectations as to potential revenue or operational criteria.

3.2. **Trade Area.** The trade area of a FIREHOUSE SUBS® Restaurant generally consists of the Site and the geographic area within a 2-mile radius (the “**Trade Area**”) around the Site although we may vary its size under special circumstances. We will not approve a Site within the Trade Area of any other FIREHOUSE SUBS® Restaurant, whether it is franchised or owned by us. During the Term, as long as you are in compliance with this Agreement, we will not grant a franchise for, nor ourselves operate, a FIREHOUSE SUBS® Restaurant within your Trade Area.

### 3.3. **Lease of Site.**

(a) **Lease of Site:** You must deliver copies of the proposed lease agreement and related documents to us prior to signing them. You must not sign any lease agreement or related documents unless we have previously approved them. The insurance policy required by our System Standards must be in force and effect when the lease is signed. Additionally, before entering into such a lease, you and the lessor must sign our then-current form of Addendum to Lease Agreement (the “**Lease Addendum**”). You must give the lessor our forms of the Lease Addendum when you begin discussions with the prospective lessor. If you want to lease the Site from any of your affiliates (or affiliates of your principal owners), we may also require them to sign such agreements to ensure compliance with the provisions of this Agreement.

(b) **Lease Approval:** You must obtain our approval of the lease of the Site (the “**Lease**”) before you sign it, or any renewal of it. You must deliver a copy of the signed lease to us within 15 days after its execution along with the Lease Addendum. You must not sign any lease or renewal of a lease unless you have also obtained the Lease Addendum signed by the lessor. Our review and approval of the Lease is solely to ensure that the Lease contains terms that we accept or require for our benefit and the franchise system; it is not a substitute for careful review and analysis by you and your advisors. Our approval of the Lease does not constitute any warranty or assurance that the Lease contains terms and conditions for your benefit. You agree and acknowledge that you are solely responsible for negotiating the Lease and ensuring that its terms and conditions meet your interests and objectives. You will not terminate, modify or amend any of the provisions or terms of the Lease without our prior written consent. Any attempt at termination, modification or amendment of any of the terms without such written consent is null and void.

(c) **Mandatory Lease Terms:** We may require that the Lease or any renewal contain certain provisions that:

- (i) expressly permits the lessor of the Site to provide us with all revenue and other information it may have related to the operation of your FIREHOUSE SUBS® Restaurant as we may request;
- (ii) requires the lessor to contemporaneously provide us with copies of any written notice of default under the Lease sent to you and which grants to us, at our option, the right (but not the obligation) to cure any default under

the Lease (should you fail to do so) within 15 days after the expiration of the period in which you may cure the default;

- (iii) in the event of your default of the Lease or the Franchise Agreement, and upon written notice from us (the “**Assignment Notice**”) the Lease will be assigned to us, we will become the lessee, we will be liable for all obligations under the Lease accruing once we take possession, and the landlord will recognize us as the lessee as of the date of the Assignment Notice;
- (iv) authorizes your right to display the Marks in accordance with the specifications required by the Manuals, subject only to the provisions of applicable law and your right to alter the signage at any time during the term of the Lease, if the signage is in compliance with all applicable governmental codes and regulations;
- (v) grant to you an easement over the property to improve, renovate, repair and maintain the premises or replace the signage or panel on the pylon sign;
- (vi) requires that any lender or other person will not disturb your possession of the Site so long as the Lease term continues and you are not in default (along with such documents as are necessary to ensure that such lenders and other persons are bound);
- (vii) expressly states that any default under the Lease which is not cured within any applicable cure period also constitutes grounds for termination of this Agreement;
- (viii) a Lease term which is at least equal to the Term, either through an initial term of that length or rights, at your option, to renew the Lease for the Term;
- (ix) the Lease cannot be modified or canceled without our prior written approval; and
- (x) we will be permitted unrestricted access to the Site to inspect the Art and remove any of the Art at any time.

**(d) Copies of Reports:** You must also send us copies of any sales or other reports sent to any landlord.

**(e) Indemnification:** You agree to indemnify and hold us and our affiliates, stockholders, directors, officers and representatives harmless from and against any and all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys’ fees, costs and expenses, that they incur resulting from any claim brought against any of them or any action which any of them are named as a party or which any of them may suffer, sustain or incur by reason of, or arising out of, your breach of any of the terms of the Lease, including the failure to pay rent or any other terms and conditions of the Lease.

**(f) Security Interest:** You grant to us a security interest in and to all of the furniture, fixtures, inventory and supplies located in the Restaurant, the Franchise and all of your rights, title and interest in and to the Lease, as collateral for the payment of any obligation, liability or other amount you or your affiliates owe to us under this Agreement. If you breach or default under the Lease, or if we pay the lessor any money as a result of your breach of the Lease, then you will be in breach of this Agreement. Our security interest will remain in effect until satisfaction in full of

all amounts you owe us. You agree to sign any and all Uniform Commercial Code financing statements and all other documents and instruments we deem necessary to perfect or document the interests and assignments granted in this Agreement.

**(g) No Subordination:** You will not permit the Lease or our security interest to become subordinate to any other lien without first obtaining our written consent, other than the lien created by this Agreement, the lessor's lien under the Lease, liens securing bank financing for your operations on the Site and the agreements and other instruments referenced in this Agreement.

**(h) Exercise of Remedies:** In any case of your default under the terms of the Lease or under this Agreement, we are entitled to exercise any one or more of the following remedies in our sole discretion:

- (i) to take possession of the Site, or any part thereof, personally, or by our agents or attorneys;
- (ii) to, in our discretion, without notice and with or without process of law, enter upon and take and maintain possession of all or any part of the Site, together with all furniture, fixtures, inventory, books, records, papers and accounts of the Franchisee;
- (iii) to exclude you, your agents or employees from the Site;
- (iv) as attorney-in-fact for you, or in our own name, and under the powers herein granted, to hold, operate, manage and control the Restaurant and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legally rectifiable, as in its discretion may be deemed proper or necessary to cure such default, including actions of forcible entry or detainer and actions in distress of rent, granting full power and authority to us to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter;
- (v) to cancel or terminate any unauthorized agreements or subleases entered into by you, for any cause or ground which would entitle us to cancel the same;
- (vi) to disaffirm any unauthorized agreement, sublease or subordinated lien, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Site that may seem judicious, in our sole judgment;
- (vii) at our option, with or without prior notice to you, enter the Site and remove the Art, at your expense;
- (viii) to insure and reinsure the same for all risks incidental to our possession, operation and management thereof; and/or
- (ix) notwithstanding any provision of this Agreement, to declare all of your rights, but not obligations under the Agreement, to be immediately terminated as of the date of your default under the Lease.

**(i) Power of Attorney:** You irrevocably appoint us as your true and lawful attorney-in-fact in your name and stead and hereby authorize us, upon any default under the Lease or under this Agreement, with or without taking possession of the Site, to rent, lease, manage and operate the Site to any person, firm or corporation upon such terms and conditions as, in our discretion, we may determine, and with the same rights and powers and immunities, exoneration

of liability and rights of recourse and indemnity as we would have upon taking possession of the Site pursuant to the provisions set forth in the Lease. The power of attorney conferred upon us pursuant to this Agreement is a power coupled with an interest and cannot be revoked, modified or altered without the written consent of the Franchisor.

**(j) No Warranty:** You acknowledge that our approval of the Site and the Lease does not constitute a guarantee or warranty, express or implied, of the successful operation or profitability of a FIREHOUSE SUBS® Restaurant operated at the Site. Such approval indicates only that we believe that the Site and the terms of the Lease fall within the acceptable criteria we have established as of the time of our approval. You further acknowledge that we have advised you to have an attorney review and evaluate the Lease.

3.4. **Ownership and Financing.** Instead of leasing a Site, you may propose to purchase and own any or all of a Site directly, or through affiliates. The insurance required by this Agreement and our System Standards must be in force and effect when you begin construction of your Restaurant. If at any time prior to acquisition, or subsequently, you or your affiliates propose to obtain any financing with respect to the Site or for your FIREHOUSE SUBS® Restaurant or for any Operating Assets in which any of such items are pledged as collateral securing your performance, the form of any purchase contract with the seller of a Site and any related documents, and the form of any loan agreement with or mortgage in favor of any lender and any related documents, must be approved by us before you sign them. Our consent to them may be conditioned upon the inclusion of various terms and conditions, including the following:

(a) a provision which requires any lender or mortgagee concurrently to provide us with a copy of any written notice of deficiency or default under the terms of the loan or mortgage sent to you or your affiliates or the purchaser;

(b) a provision granting us, at our option, the right (but not the obligation) to cure any deficiency or default under the loan or mortgage (should you fail to do so) within 15 days after the expiration of a period in which you may cure such default or deficiency; and

(c) a provision which expressly states that any default under the loan or mortgage, if not cured within the applicable time period, constitutes a default under this Agreement and grounds for termination of this Agreement if not cured.

#### 4. **RESTAURANT DEVELOPMENT, DECOR AND OPERATING ASSETS.**

4.1. **Restaurant Development.** You are responsible for developing the Restaurant. We will furnish you with mandatory and suggested specifications and layouts for a FIREHOUSE SUBS® Restaurant, including requirements for dimensions, design, color scheme, image, interior layout, decor, and Operating Assets which include fixtures, equipment, signs, and furnishings. You are obligated, at your expense, to have an architect prepare all required construction plans and specifications to suit the shape and dimensions of the Site and to ensure that such plans and specifications comply with applicable ordinances, building codes, permit requirements, lease requirements and restrictions, and the mandatory specifications and layout provided by us. You agree to, at our option, assign to us, or require your architect to assign to us, the plans, drawings or designs, used by you in connection with the Restaurant, or at our option, obtain the architect's agreement to license to us such plans, drawings or designs for use in connection with the FIREHOUSE SUBS® Restaurants. You will not hire, engage or use any construction firm, contractor or architect that we disapprove.

You agree, at your own expense, to do the following with respect to developing the Restaurant at the Site:

(a) secure all financing required to develop and operate the Restaurant;

(b) obtain all building, utility, sign, health, sanitation, business and other permits and licenses required to construct and operate the Restaurant;



(c) construct (the “**Construction**“) all required improvements to the Site and decorate the Restaurant in compliance with plans and specifications we have approved;

(d) you must give us notice of commencement of the Construction within 10 days of the date it began, with progress reports supporting the findings at least every 2 weeks; thereafter.

(e) the Construction must be completed within 365 days of our approval of the Site (unless we agree otherwise);

(f) sign a lease or otherwise obtain the right to occupy the Site within 12 months of the Agreement date;

(g) purchase or lease and install all Operating Assets required for the Restaurant;

(h) purchase an opening inventory of authorized and approved products, materials and supplies; and

(i) purchase from us (or our designees) the paintings, pictures, photographs, murals, drawings, sculptures and other forms of art we designate, for display at your Site and install it at the Restaurant in accordance with our specifications at your expense.

4.2. **Décor.** You agree that all decor of your FIREHOUSE SUBS® Restaurant must be previously approved by us and must comply with our standards as described in the Manuals or other communications, which may be periodically revised. We own all copyrights in and to all forms of art displayed in the Restaurant including murals, paintings, pictures, drawings, sculptures, and photographs that we direct you to display (including the firehouse themed mural commissioned for the Restaurant) (the “**Art**“), as well as all intellectual property rights in and to the Art. You will not allow any of the Art to become a fixture to the Restaurant and you will not display or use the Art in any Competitive Business or restaurant of any kind. Your failure to maintain the Restaurant’s decor in compliance with our System and the standards described in the Manuals or otherwise, constitutes a material breach of this Agreement.

4.3. **Operating Assets and Restaurant Materials.** You must acquire all supplies, materials and food and beverage products for use in connection with your FIREHOUSE SUBS® Restaurant (collectively, the “**Restaurant Materials**“) and all fixtures, furnishings, equipment signs, Art and cash registers, telecopiers and computer hardware and software (the “**Operating Assets**“) from us (or our affiliates) or suppliers we have previously approved. We will only approve suppliers whose Restaurant Materials and Operating Assets meet the quality standards that we establish from time to time. You will only place or display at the Site (interior and exterior) such signs, emblems, lettering, logos and display materials that we periodically approve.

4.4. **Changes to Approved Suppliers.** If you want to propose a new supplier of Restaurant Materials or Operating Assets, you must submit to us sufficient written information about the proposed new supplier to enable us to approve or reject either the supplier or the particular items. If we have not responded within 30 days of our receipt of the information, then the application will be deemed rejected by us. We may consider in providing such approval not just the quality standards of the products or services, but their delivery capabilities, financing terms and ability to service our franchise system as a whole. We may terminate or withhold approval of any Restaurant Materials or Operating Assets, or any supplier of such items, that does not meet our quality standards by giving you written notice. If we do so, you must immediately stop purchasing from such supplier or using such Restaurant Materials or Operating Assets in your FIREHOUSE SUBS® Restaurant until we notify you that such supplier or such Restaurant Materials or Operating Assets meet our quality standards. At our request, you must submit to us sufficient information about a proposed supplier and samples of the proposed Restaurant Materials or Operating Assets for our examination so that we can determine whether they meet our quality standards. We also must have the right to require our representatives to be permitted to inspect the proposed supplier’s facilities at your expense. We may charge a fee for evaluating alternative suppliers of \$250 per day for personnel time plus laboratory fees, professional

fees and travel and living expenses as well as any other fees we pay to third parties in furtherance of the evaluation.

4.5. **Restaurant Opening.** You agree not to open the Restaurant for business until:

(a) we approve the Restaurant as developed in accordance with our specifications and standards;

(b) pre-opening training has been completed to our satisfaction and you provide us with evidence you and your management personnel have completed training at authorized facilities;

(c) the initial franchise fee and all other amounts then due to us, your landlord, governmental authorities and our suppliers have been paid;

(d) you have obtained all required building, utility, sign, health, sanitation, business permits, certificates and licenses required to operate the Restaurant;

(e) we have been furnished with copies of all insurance policies required by this Agreement, or such other evidence of insurance coverage and payment of premiums as we request or accept; and

(f) we have received signed counterparts of all required documents pertaining to your acquisition of the Site (including any required agreements between you and us).

(g) we have provided you with written authorization to open the Restaurant for business.

You agree to open the Restaurant for business no later than 12 months after you have located an approved Site for your Restaurant (unless we agree otherwise).

4.6. **Market Introduction Program.** We may require you to conduct a market introduction advertising and promotional program for the Restaurant after its opening and to expend up to \$5,000 for such purpose, exclusive of the cost of food, that we specify for use in the market introduction program. The market introduction may be conducted over an approximate 12-month period which will be determined by us. Such advertising and promotion will utilize the marketing and public relations programs and media and advertising materials we have developed or approved, and is separate from your other marketing and advertising requirements.

## 5. **FEES.**

5.1. **Initial Franchise Fee.** You agree to pay us a nonrecurring and nonrefundable initial franchise fee in the amount of \$20,000. The initial franchise fee is nonrefundable and is fully earned by us when paid. The initial franchise fee must be paid on the Agreement Date. If you fail to satisfactorily complete the initial training, we will terminate the Agreement. If this Agreement is terminated for any reason, you will sign a general release, in form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees and agents.

5.2. **Royalty.** You agree to pay us a royalty ("**Royalty**") in the amount of 6% of your Restaurant's Gross Sales during each Accounting Period. On the 3<sup>rd</sup> day (the "**Report Day**") of each Accounting Period, you must report the amount of your Gross Sales for the preceding Accounting Period. "**Accounting Period**" is that period we designate in the Manual (currently a 7-day accounting period for Royalty and Marketing calculations that runs from Monday through Sunday and a 4, 4, 5-week accounting period for financial statement purposes). You must pay us the Royalty so that we receive it on or before the 3<sup>rd</sup> business day following the end of each Accounting Period (the "**Payment Day**") (currently Wednesday) for the immediately preceding Accounting Period.

5.3. **Electronic Funds Transfer.** We may require you to pay any amounts due us, including the Royalties, to us by electronic funds transfer on the due date. You must comply with the procedures we specify in our Manuals and perform such acts and sign and deliver such documents as may be necessary to accomplish payment by this method. On the Report Day designated in the Manual (currently Wednesday), you must report to us by telephone or electronic means or on written form, as we direct, the Restaurant's true and correct Gross Sales for the immediately preceding week. We may require you to give us authorization, in a form that we designate, to initiate debit entries or credit correction entries to the Restaurant's bank operating account (the "**Account**") for payments of Royalties and other amounts due under this Agreement, including any applicable interest charges. If so, you must make the funds available in the Account for withdrawal by electronic transfer no later than the Payment Day. The amount actually transferred from the Account to pay Royalties will be based on the Restaurant's Gross Sales reported to us on the Report Day. If you have not reported the Restaurant's Gross Sales to us for any reporting period, we may transfer from the Account an amount calculated in accordance with our reasonable estimate of the Restaurant's Gross Sales during any such reporting period. If we determine at any time that you have under-reported Gross Sales or underpaid Royalties or other amounts due to us, we will be authorized to immediately initiate a transfer from the Account in the appropriate amount in accordance with the foregoing procedures, including applicable interest and late charges. Any overpayment will be credited to the Account through a credit, effective as of the first Report Day after you and we determine that such credit is due.

5.4. **Definition of "Gross Sales."** As used in this Agreement, the term "**Gross Sales**" means the total actual gross charges for all products (food and non-food) and services sold to customers of the Restaurant for cash or credit, whether these sales are made at or from the Restaurant premises, or any other location. However, any amounts that you collect and transmit to state or local authorities as sales, use or other similar taxes are excluded from the definition of Gross Sales.

5.5. **Management Information System Fees.** On or before 1<sup>st</sup> day of January of each year, you must pay us \$1,200 (the "**MIS Fee**") for the use of our mandated management information system ("**MIS**"). Upon signing this Agreement, you must pay us a proportionate share of the MIS Fee to cover the period from the date of the Agreement through December 31 of that year and commence the annual MIS Fee on January 1 of the next year. For example, if the Agreement Date is August 1, then you must immediately pay us \$500 to cover the period August 1 through December 31 or 5/12 of \$1,200. We will maintain the MIS. This fee does not cover, and we will not perform, bookkeeping, reporting or tax return services.

5.6. **Interest on Late Payments.** All amounts which you owe us, including but not limited to Royalties, MIS Fees, System Contributions and Co-op Contributions, will bear interest after their due date at the annual rate of eighteen 18% or the highest contract rate of interest permitted by law, whichever is less. You acknowledge that we do not agree to accept any payments after they are due nor commit to extend credit to, or otherwise finance your operation of, the Restaurant. Your failure to pay all amounts when due constitutes grounds for termination of this Agreement.

5.7. **Late Payment Penalties.** All Royalties, System Contributions, amounts due for purchases by you from us, and any interest accrued thereon, and any other amounts which you owe us, or our affiliates, are subject to a late payment fee of \$250 for payment or report received by us 5 days after its due date. The late payment fee is due immediately on any delinquent payments and for dishonored checks. The provision in this Agreement concerning late payment fees does not mean that we accept or condone late payments, nor does it indicate that we are willing to extend credit to, or otherwise finance, the operation of your Restaurant. In the event that you are delinquent in providing payment or reports during any 2 or more Accounting Periods, we may require you to pay all amounts due us by electronic transfer or cashier's check.

5.8. **Application of Payments.** Notwithstanding any designation you might make, we have sole discretion to apply any of your payments to any of your past due indebtedness to us. You acknowledge and agree that we have the right to set off any amounts you or your owners owe us against any amounts we might owe you or your owners.

5.9. **Payment Offsets.** We may setoff from any amounts that we may owe you any amount that you owe to us, or our affiliates, for any reason whatsoever, including without limitation, Royalties, System Contributions, late payment penalties and late payment interest, amounts owed to us or our affiliates for purchases or services or for any other reason. Thus, payments that we make to you may be reduced, in our discretion, by amounts that you owe to us or our affiliates from time to time. In particular, we may retain (or direct to our affiliates) any amounts that we have received for your account as a credit and payment against any amounts that you may owe to us, or our affiliates, at any time. We may do so without notice to you at any time. However, you do not have the right to offset payments owed to us for amounts purportedly due to you from us.

## 6. **TRAINING AND ASSISTANCE.**

6.1. **Initial Training.** Before the Restaurant opens, we will furnish initial training on the operation of a FIREHOUSE SUBS® Restaurant to you and 1 other person (or, if you are a Business Entity, up to 2 of your owners). If space is available at such training session, we will furnish initial training for up to 3 additional people at no additional charge. The training lasts for 6 to 8 weeks and will be furnished at our designated training facility and/or at an operating FIREHOUSE SUBS® Restaurant, as we specify. You, or your owners, are required to complete the initial training to our satisfaction. Otherwise, attendance by your employees is optional. Successful completion of the initial training program by you, or your owners, is a condition to the opening of the FIREHOUSE SUBS® Restaurant to the public. You also are required to participate in all other activities required to operate the Restaurant. Although we will furnish initial training to you, or your owners, at no additional fee or other charge, you will be responsible for all travel and living expenses which such persons incur in connection with training. You agree to replace any manager if we determine that he or she is not qualified to manage the Restaurant. If we determine that you, or your owners, are unable to complete initial training to our satisfaction, we have the right to terminate this Agreement. All persons attending initial training are required to sign our standard Liability Waiver and Release, a copy of which is attached as Exhibit "B."

6.2. **Periodic Training.** We may require you, or your owners, to attend periodic refresher training courses at such times and locations that we designate, and we may charge fees for such courses. You agree to give us reasonable assistance in training other FIREHOUSE SUBS® Restaurant franchisees. We will reimburse you for your reasonable out-of-pocket expenses in providing such assistance. All persons attending periodic training are required to sign our standard Liability Waiver and Release, a copy of which is attached as Exhibit "B."

6.3. **General Guidance.** We will advise you from time to time regarding the operation of the Restaurant based on reports you submit to us or inspections we make. In addition, we will furnish guidance to you with respect to:

- (a) standards, specifications and operating procedures and methods utilized by FIREHOUSE SUBS® Restaurants;
- (b) purchasing required fixtures, furnishings, equipment, signs, products, materials and supplies;
- (c) recipes, food preparation methods, and menu items;
- (d) use of suppliers, approved products, volume buying;
- (e) advertising and marketing programs;
- (f) methods and techniques for you to use when you train your personnel; and
- (g) administrative, bookkeeping and accounting procedures.

Such guidance will, at our discretion, be furnished in our Manual, bulletins or other written materials and/or during telephone consultations, e-mails, web-based or other electronic means and/or consultations at our office or the Restaurant.

At your request, we will furnish additional guidance and assistance and, in such a case, may charge the per diem fees and charges we establish from time to time. If you request additional or special training for your employees, all of the expenses that we incur in connection with such training, including per diem charges and travel and living expenses for our personnel, will be your responsibility. However, you are solely responsible for training all of your employees and ensuring they are fully trained to perform their duties. We do not require your employees to attend our training programs.

## 7. **MARKS.**

7.1. **Ownership and Goodwill of Marks and the Art.** Your right to use the Marks and the Art is derived solely from this Agreement and limited to your operation of the Restaurant at the Site pursuant to and in compliance with this Agreement and all System Standards we prescribe from time to time during the Term. Your unauthorized use of the Marks and the Art will be a breach of this Agreement and an infringement of our rights in and to the Marks and the Art. You acknowledge and agree that your usage of the Marks and the Art and any goodwill established by such use will be exclusively for our benefit and that this Agreement does not confer any goodwill or other interests in the Marks or the Art upon you (other than the right to operate the Restaurant in compliance with this Agreement). All provisions of this Agreement applicable to the Marks and the Art apply to any additional proprietary trade and service marks, Art and commercial symbols we authorize you to use. If you commission any Art for your Site or for any use in connection with the operation of your Restaurant, you will be responsible for requiring the artist and any other person who may claim copyrights, moral rights, privacy rights, publicity rights or any other intellectual property rights in or to that Art (including any aspect of the content or composition of it), to assign to us all rights, title and interest in and to the Art. To the extent such assignment is not possible or obtainable, you must require that such persons failing to grant to us such assignment grant to us an unconditional, royalty free, world-wide, multi-site, multi user, irrevocable, freely assignable license to use, license, modify, reproduce, make commercial use of, and make derivative works from or of, the Art and all attributes of and to it. You agree to, prior to commissioning, utilizing, purchasing or licensing any Art, require all persons who claim intellectual property, privacy, publicity or moral rights in or to the Art (other than us) sign such assignments or licenses as we may designate from time to time. Between you and us, you agree that we will be deemed to own all aspects of the physical embodiment of the Art. We may also hire artists to commission the Art and you will be required to pay to us our then current fees for commissioning shipment or installation of the Art, which will be due, at our option, prior to commencement of the work by the artist, or prior to shipment, upon delivery or otherwise in accordance with applicable policies and procedures we may establish from time to time. Your payment to us of fees for commissioning the Art will not be deemed your purchase of the Art and only constitutes payment to us to help, in whole or in part, offset our cost to commission the Art. You acknowledge and agree that title to all of the Art is and will at all times remain with and be held solely by us, and you neither have nor will make any claim with respect to the ownership of the Art. You will not (i) make any express or implied representations to any person that you own the Art or have rights in or to it that are superior to our rights in and to it, (ii) grant or purport to grant any security interest or lien in or on any of the Art to any other person, or (iii) permit or suffer to exist any lien on any of the Art in favor of any other person. You must discharge at your expense any lien asserted against the Art (other than liens imposed thereon by our acts or omissions) and to take such steps as may be necessary, from time to time, to preserve all of our rights in the Art against third parties.

7.2. **Limitations on Your Use of Marks.** You agree to use the Marks we designate and in the manner we designate as the sole identification of the Restaurant, except that you agree to identify yourself as the independent owner in the manner we prescribe. You may not use modifying words, terms, designs or symbols (other than logos we license to you), or in any modified form, nor may you use any Mark in connection with the performance or sale of any unauthorized services or products or in any other manner we have not expressly authorized in writing. No Mark may be used in any advertising concerning the transfer, sale or other disposition of the Restaurant or an ownership interest in you. You agree to display the Marks prominently in the manner we prescribe at the Restaurant, on supplies or materials we designate and in

connection with forms and advertising and marketing materials. You agree to give such notices of trade and service mark registrations as we specify and to obtain any fictitious or assumed name registrations required under applicable law.

7.3. **Notification of Infringements and Claims.** You agree to notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any claim by any person of any rights in or to any Mark, and you agree not to communicate with any person other than us, our attorneys and your attorneys in connection with any such infringement, challenge or claim. We have sole discretion to take such action as we deem appropriate and the right to control exclusively any litigation, U.S. Patent and Trademark Office or U.S. Copyright Office proceeding or any other administrative proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Mark. You agree to sign any and all instruments and documents, render such assistance and do such acts and things as, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any litigation or Patent and Trademark Office, U.S. Copyright Office or other proceeding or otherwise to protect and maintain our interests in the Marks.

7.4. **Discontinuance of Use of Marks.** If it becomes advisable at any time in our sole discretion for us and/or you to modify or discontinue the use of any Mark and/or use one or more additional or substitute trade or service marks, including the complete replacement of any Mark and usage of other marks (due to merger, acquisition or otherwise), you agree to comply with our directions within a reasonable time after receiving notice. We will not reimburse you for any loss of revenue attributable to any modified or discontinued Mark or for any expenditures you make to change Marks or to promote a modified or substitute trademark or service mark.

7.5. **Indemnification.** We will indemnify you against and reimburse you for all damages for which you are held liable to third parties in any proceeding arising out of your authorized use of any of our Marks, pursuant to and in compliance with this Agreement, resulting from claims by third parties that your use of any of the Marks infringes their trademark rights, and for all costs you reasonably incur in the defense of any such claim in which you are named as a party, so long as you have timely notified us of the claim and have otherwise complied with the terms of this Agreement. We will not indemnify you against the consequences of your use of the Marks except in accordance with the requirements of this Agreement. You must provide written notice to us of any such claim within 10 days of your receipt of such notice and you must tender the defense of the claim to us. We will have the right to defend any such claim and if we do so, we will have no obligation to indemnify or reimburse you for any fees or disbursements of any attorney retained by you. If we elect to defend the claim, we will have the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

## 8. **CONFIDENTIAL INFORMATION.**

8.1. **Types of Confidential Information.** We possess (and will continue to develop and acquire) certain confidential information (the “**Confidential Information**”) relating to the development and operation of FIREHOUSE SUBS® Restaurants, which includes (without limitation):

- (a) the System and the know-how related to its use;
- (b) plans, specifications, size and physical characteristics of FIREHOUSE SUBS® Restaurants;
- (c) site selection criteria and site development methods;
- (d) methods in obtaining licensing and meeting regulatory requirements;
- (e) sources and design of equipment, furniture, forms, materials and supplies;
- (f) marketing, advertising and promotional programs for FIREHOUSE SUBS® Restaurants;

(g) any computer software we make available or recommend for FIREHOUSE SUBS® Restaurants;

(h) methods, techniques, formats, specifications, procedures, information and systems related to and knowledge of and experience in the development, operation and franchising of FIREHOUSE SUBS® Restaurants;

(i) knowledge of specifications for and suppliers of certain products, materials, supplies, furniture, furnishings and equipment;

(j) recipes, formulas, preparation methods and serving techniques;

(k) knowledge of operating results and financial performance of FIREHOUSE SUBS® Restaurants other than those operated by you (or your affiliates); and

(l) e-commerce related data (e.g., customer data, click-stream data, cookies, user data, hits and the like).

(m) patents and copyrights secured by us or our affiliates.

8.2. **Disclosure and Limitations on Use.** We will disclose much of the Confidential Information to you and personnel of the Restaurant by furnishing the Manuals to you and by providing training, guidance and assistance to you. In addition, in the course of the operation of your Restaurant, you or your personnel may develop ideas, concepts, methods, techniques or improvements (“**Improvements**”) relating to your Restaurant, which you agree to disclose to us. We will be deemed to own the Improvements and may use them and authorize you and others to use them in the operation of FIREHOUSE SUBS® Restaurants. Improvements will then also constitute Confidential Information.

8.3. **Confidentiality Obligations.** You agree that your relationship with us does not vest in you any interest in the Confidential Information other than the right to use it in the development and operation of your Restaurant, and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition. You acknowledge and agree that the Confidential Information is proprietary, includes trade secrets belonging to us and is disclosed to you or authorized for your use solely on the condition that you agree, and you therefore do agree, that you:

(a) will not use the Confidential Information in any other business or capacity;

(b) will maintain the absolute confidentiality of the Confidential Information during and after the Term;

(c) will not make unauthorized copies of any portion of the Confidential Information disclosed via electronic medium, in written form or in other tangible form, including, for example, the Manuals; and

(d) will adopt and implement all reasonable procedures we may prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information, including restrictions on disclosure to your employees and the use of nondisclosure and noncompetition agreements we may prescribe for employees or others who have access to the Confidential Information.

8.4. **Exceptions to Confidentiality.** The restrictions on your disclosure and use of the Confidential Information will not apply to the following:

(a) disclosure or use of information, processes, or techniques which are generally known and used in the Restaurant business (as long as the availability is not because of a disclosure by

you), provided that you have first given us written notice of your intended disclosure and/or use; and

(b) disclosure of the Confidential Information in judicial or administrative proceedings when and only to the extent you are legally compelled to disclose it, provided that you have first given us the opportunity to obtain an appropriate protective order or other assurance satisfactory to us that the information required to be disclosed will be treated confidentially.

## 9. **EXCLUSIVE RELATIONSHIP.**

You acknowledge and agree that we would be unable to protect Confidential Information against unauthorized use or disclosure or to encourage a free exchange of ideas and information among FIREHOUSE SUBS® Restaurants if franchised owners of FIREHOUSE SUBS® Restaurants were permitted to hold interests in or perform services for a Competitive Business (defined below). You also acknowledge that we have granted the Franchise to you in consideration of and reliance upon your agreement to deal exclusively with us. You agree that, during the Term, neither you nor any of your owners (nor any of your or your owners' spouses or children) will:

(a) have any direct or indirect interest as a disclosed or beneficial owner in a Competitive Business operating within 2 miles of the Site;

(b) have any direct or indirect controlling interest as a disclosed or beneficial owner in a Competitive Business, wherever located;

(c) have any direct or indirect interest as a disclosed or beneficial owner in a Competitive Business operating within 10 miles of any FIREHOUSE SUBS® Restaurant other than the Restaurant; or

(d) perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business, wherever located.

The term "**Competitive Business**" as used in this Agreement means any business or facility owning, operating or managing, or granting franchises or licenses to others to do so, any Restaurant or food service facility that offers casual dining and take-out of sandwiches, salads or any type of deli foods and beverages (other than a FIREHOUSE SUBS® Restaurant operated under a franchise agreement with us).

## 10. **OPERATION AND SYSTEM STANDARDS.**

10.1. **Operations Manual.** We will loan you, during the Term, one copy of our manuals (the "**Manuals**"), consisting of such materials (including, as applicable, audiotapes, videotapes, magnetic media, computer software and written materials) that we generally furnish to franchisees from time to time for use in operating a FIREHOUSE SUBS® Restaurant. The Manuals contain mandatory and suggested specifications, standards, operating procedures and rules ("**System Standards**") that we prescribe from time to time for the operation of a FIREHOUSE SUBS® Restaurant and information relating to your other obligations under this Agreement and related agreements. To the extent any of the System Standards, or other resources in the Manuals, address personnel or employment matters, those are not mandatory but are merely recommendations, suggestions or guidelines. System Standards do not include any mandatory requirements on your employees' wages, working conditions, hours, staffing levels, shift timing or other terms of employment; but may specify uniforms and appearance to meet brand standards. You agree to follow the standards, specifications and operating procedures we establish periodically for the FIREHOUSE SUBS® System that are described in the Manuals. You also must comply with all updates and amendments to the FIREHOUSE SUBS® System as described in newsletters or notices we distribute, including via computer systems. You must maintain the Manuals as confidential and maintain the information in the Manuals as secret and confidential. The Manuals may be modified, updated and revised from time to time to reflect changes in System Standards. You agree to keep your copy of the Manuals current and in a secure



location at the Restaurant. In the event of a dispute relating to its contents, the master copy of the Manuals we maintain at our principal office will be controlling. You may not at any time copy, duplicate, record or otherwise reproduce any part of the Manuals. If your copy of the Manuals is lost, destroyed or significantly damaged, you agree to obtain a replacement copy at our then applicable charge.

10.2. **Compliance with System Standards.** You acknowledge and agree that your operation and maintenance of the Restaurant in accordance with System Standards are essential to preserve the goodwill of the Marks and all FIREHOUSE SUBS® Restaurants. Therefore, at all times during the Term, you agree to operate and maintain the Restaurant in accordance with each and every System Standard, as we periodically modify and supplement them during the Term. System Standards may regulate any one or more of the following with respect to the Restaurant:

(a) design, layout, decor, appearance and lighting; periodic maintenance, cleaning and sanitation; periodic remodeling; replacement of obsolete or worn-out leasehold improvements, fixtures, furnishings, equipment and signs; periodic painting; and use of interior and exterior signs, emblems, lettering and logos, and illumination;

(b) types, models and brands of required fixtures, furnishings, equipment, signs, software, materials and supplies;

(c) required or authorized products and product categories including for all food and beverage items and portions devoted to each supplier of products;

(d) designated or approved suppliers (which may include us) of fixtures, furnishings, Art, equipment, signs, software, products, ingredients, materials and supplies including for all food and beverage items;

(e) terms and conditions of the sale and delivery of, and terms and methods of payment for, products, materials, supplies and services that you obtain from us, unaffiliated suppliers or others;

(f) sales, marketing, advertising and promotional programs and materials and media used in such programs;

(g) use and display of the Marks;

(h) matters relating to managing the Restaurant, and dress and appearance of employees (all other matters pertaining to employment are suggestions or recommendations only);

(i) days and hours of operation of the Restaurant;

(j) participation in market research and testing and product and service development programs;

(k) acceptance of credit cards, gift certificates, coupons, other payment systems and check verification services;

(l) bookkeeping, accounting, data processing and record keeping systems, including software, and forms; methods, formats, content and frequency of reports to us of sales, revenue, financial performance and condition; and furnishing tax returns and other operating and financial information to us;

(m) types, amounts, terms and conditions of insurance coverage required to be carried for the Restaurant and standards for underwriters of policies providing required insurance coverage; our protection and rights under such policies as an additional named insured; required or impermissible insurance contract provisions; assignment of policy rights to us; periodic verification

of insurance coverage that must be furnished to us; our right to obtain insurance coverage for the Restaurant at your expense if you fail to obtain required coverage; our right to defend claims; and similar matters relating to insured and uninsured claims;

(n) the maximum prices you may charge and advertise for certain menu items;

(o) complying with applicable laws; obtaining required licenses and permits; adhering to good business practices; observing high standards of honesty, integrity, fair dealing and ethical business conduct in all dealings with customers, suppliers and us; and notifying us if any action, suit or proceeding is commenced against you or the Restaurant; and

(p) regulation of such other aspects of the operation and maintenance of the Restaurant that we determine from time to time to be useful to preserve or enhance the efficient operation, image or goodwill of the Marks and FIREHOUSE SUBS® Restaurants.

You agree to abide by all System Standards prescribed from time to time in the Manual, or otherwise communicated to you in writing or other tangible form. All references to compliance with this Agreement include compliance with all System Standards as periodically modified.

10.3. **Modification of System Standards.** We may periodically modify System Standards, which may accommodate regional or local variations as we determine, and any such modifications may obligate you to invest additional capital in the Restaurant (“**Capital Modifications**”) and/or incur higher operating costs; provided, however, that such modifications will not alter your fundamental status and rights under this Agreement. We agree to give you 30 days to comply with Capital Modifications we require, but if a Capital Modification requires an expenditure of more than \$2,500 we agree to give you 3 months from the date such request is made to comply with such Capital Modification. You are obligated to comply with all modifications to System Standards within the time period we specify. We will not require you to spend more than \$150,000 during the term of this Agreement in connection with Capital Modifications. Capital Modifications are in addition to the costs you will incur to repair, replace or refurbish your equipment and fixtures from time to time. Capital Modifications do not include any expenditures you must, or choose to make solely in order to comply with applicable laws, or governmental rules or regulations (e.g. ADA compliance).

10.4. **Interior and Exterior Upkeep.** You must at all times maintain the Restaurant’s interior and exterior and the surrounding area in the highest degree of cleanliness, orderliness and sanitation and comply with the requirements regarding the upkeep of the Restaurant established in the Manuals and by federal, state and local laws.

10.5. **Hours of Operation.** You must operate the Restaurant during the hours and on the days prescribed by us in the Manuals or otherwise approved in advance in writing by us.

10.6. **Accounting, Computers and Records.** You must obtain your accounting services and any required hardware or software related to them. You must at all times maintain the records reasonably specified in the Manuals, including, without limitation, sales, inventory and expense information. You must report gross sales and other business information to us using the format, reporting system and accounting system (the “**Accounting System**”) that we require from time to time. The Accounting System resides at a location we designate, and you must establish access to the Accounting System via the Internet at your cost, with your own internet service provider, with access via IDSL or such other means or baud width we designate. You must use in developing and operating the Restaurant the computer equipment and operating and accounting software (the “**Computer System**”) that we periodically specify. We may require you to obtain specified computer hardware or software and may modify specifications for any components of the Computer System from time to time. Our modifications and specifications for components of the Computer System may require you to incur costs to purchase, lease or license new or modified computer hardware or software to obtain service and support for the Computer System during the Term. You agree to incur such costs in connection with obtaining the computer hardware and software comprising the Computer System (or additions or modifications) as long as the Computer System we specify for use is the same Computer System that we, or our affiliates, then currently use in FIREHOUSE SUBS® Restaurants that we, or they, own and operate.

Within 30 days after you receive notice from us, you must obtain the components of the Computer System that we designate and require. The Computer System must be capable of connecting with our computer system so that we can daily review the results of your Restaurant's operations. We also have the right to charge you a reasonable systems fee (the "MIS Fees") for modifications of and enhancements made to any proprietary software that we license to you and other maintenance and support services that we, or our affiliates, furnish to you related to the Computer System, including access to and use of the FIREHOUSE SUBS® intranet system. You must: (a) supply us with any and all codes, passwords, and information necessary to have access to your Computer System and not change any of them without first notifying us; and (b) not load or utilize any software on the Computer System that we have not specified or approved for use.

10.7. **Trade Accounts and Taxes.** You must: (a) maintain your trade accounts in a current status and seek to resolve any disputes with trade suppliers promptly; and (b) timely pay all taxes incurred in connection with your Restaurant's operations. Your failure to do so is a material breach of this Agreement. If you fail to maintain your trade accounts in a current status, timely pay such taxes or any other amounts owing to any third parties or perform any non-monetary obligations to third parties, we may, but are not required to, pay any and all such amounts and perform such obligations on your behalf. If we elect to do so, then you must reimburse us for such amounts. You agree to repay us immediately upon receipt of our invoice. We may also set-off the amount of any such reimbursement obligations against all amounts which we may owe you.

10.8. **Proprietary Materials.** You must purchase from us, or approved manufacturers or suppliers, all articles used in operating the Restaurant and bearing any of the Marks. These items may include employee clothing (such as shirts, hats and aprons) and menus (collectively, the "Proprietary Materials"), at then prevailing prices, plus freight, taxes and delivery costs.

10.9. **Approved Products.** You must not sell any food or beverage products or other items at the Restaurant that we have not previously approved for sale. You must only use and display menus that have been prescribed or approved (except for prices) in advance by us. You must sell all the food and beverage products that are included on the prescribed or approved menus, and no others. We may negotiate group or volume purchasing arrangements with approved suppliers and you must participate in the arrangements. We will be entitled to all rebates, bonuses and promotional benefits associated with those programs. You must strictly follow all of our recipes for all menu items as such recipes are specified from time to time in the Manuals or otherwise. You must not, without our prior written consent, sell, dispense, give away or otherwise provide food or beverage products or other items except by means of retail sales or complimentary meals to employees or customers at the Restaurant, or a program of charitable giving. You must immediately implement changes to the products, food, service or other items requested by us, including menu changes. You must maintain an inventory of food and beverage products sufficient to meet the daily demands of the Restaurant for all items specified in the menus. Any and all recipes or menu changes submitted by you for inclusion on the menus will become our property and you agree to sign all documents necessary to convey all rights and title, including all rights in such recipes to us.

10.10. **Management.** Unless we agree otherwise, you, or one of your owners, must assume responsibility for the Restaurant's day-to-day management and operation and supervise the Restaurant's personnel. The Restaurant must at all times be under your, or your owner's, direct supervision and control, but recognizing that you will employ agents (trained management personnel) on-site who will act at your direction. Unless we approve otherwise, the operating partner must have and retain at least 50% ownership of the Restaurant.

10.11. **Personnel.** You are solely responsible for hiring, training and supervising Restaurant personnel and must hire sufficient personnel to fully staff the Restaurant to operate in accordance with System Standards. All personnel must meet every requirement imposed by applicable federal, state and local law. All persons you employ that have access to any of the Confidential Information must sign a confidentiality agreement, that will not otherwise contain any terms or conditions of employment, in a form satisfactory to us. You are liable to us for any unauthorized disclosure of such information by any of your Owners, directors, employees, representatives or agents.

## 11. ADVERTISING AND PROMOTION.

11.1. **Establishment of System Fund.** We may establish a System Fund (the “**System Fund**“) for such advertising, marketing and public relations programs and materials on a system-wide basis that we deem necessary or appropriate in our sole discretion. You agree to contribute to the System Fund such amounts that we prescribe from time to time (the “**System Contributions**“), not to exceed 1% of your Gross Sales per Accounting Period (except as described below), payable in the same manner as the Royalty. We reserve the right to defer or reduce System Contributions of a FIREHOUSE SUBS® Restaurant franchisee and, upon 30 days’ prior written notice to you, to reduce or suspend System Contributions to and operations of the System Fund for one or more periods of any length and to terminate (and, if terminated, to reinstate) the System Fund. If the System Fund is terminated, all unspent monies, less any outstanding accounts payable and other obligations, on the date of termination will be distributed to our franchisees in proportion to their respective System Contributions to the System Fund during the preceding 12 Accounting Periods. Our affiliates will contribute to the System Fund on the same basis as franchise owners for any FIREHOUSE SUBS® Restaurants they own and operate.

11.2. **Use of the Funds.** We will direct all programs financed by the System Fund, with sole discretion over the creative concepts, materials and endorsements, and the geographic, market and media placement and allocation. You agree that the System Fund may be used to pay the costs of preparing and producing video, audio and written advertising materials; administering regional and multi-regional advertising programs, including, without limitation, purchasing direct mail and other media advertising and employing advertising, promotion and marketing agencies; marketing and advertising training programs and materials; and supporting public relations, market research and other advertising, promotion and marketing activities. The System Fund periodically will furnish you with samples of advertising, marketing and promotional formats and materials at no cost. Multiple copies of such materials will be furnished to you at our direct cost of producing them, plus any related shipping, handling and storage charges.

11.3. **Accounting for the Fund.** The System Fund will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative costs, travel expenses and overhead, including rent and utilities, as we may incur in activities related to the administration of the System Fund and its programs, including, without limitation, conducting market research, preparing advertising, promotion and marketing materials and collecting and accounting for contributions to the System Fund. All interest earned on monies contributed to the System Fund will be used to pay advertising costs before other assets of the System Fund are expended. We may spend, on behalf of the System Fund, in any fiscal year an amount greater or less than the aggregate contribution of all FIREHOUSE SUBS® Restaurants to the System Fund in that year. The System Fund may borrow from us or others to cover deficits or invest any surplus for future use. If we lend money to the System Fund, we may charge interest at an annual rate 1% greater than the rates we pay our lenders. We will prepare an annual statement of monies collected and costs incurred by the System Fund and furnish the statement to you upon written request. We administer the System Fund through a separate incorporated Florida non-profit corporation, which has all of the rights and duties specified in this Agreement. We may change that arrangement at any time and either administer the System Fund directly or through another entity.

11.4. **System Fund Limitations.** You acknowledge that the System Fund is intended to maximize recognition of the Marks and patronage of FIREHOUSE SUBS® Restaurants. Although we will endeavor to utilize the System Fund to develop advertising and marketing materials and programs and to place advertising that will benefit all FIREHOUSE SUBS® Restaurants, we undertake no obligation to ensure that expenditures by the System Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the System Fund by FIREHOUSE SUBS® Restaurants operating in that geographic area or that any FIREHOUSE SUBS® Restaurant will benefit directly or in proportion to its contribution to the System Fund from the development of advertising and marketing materials or the placement of advertising. Except as expressly provided in this section, we assume no direct or indirect liability or obligation to you with respect to maintaining, directing, administering or collecting amounts due to the System Fund.

11.5. **Advertising and Promotion.** You agree that any advertising, promotion and marketing you conduct will be completely clear and factual and not misleading and conform to the highest standards of

ethical marketing and the promotion policies which we prescribe from time to time. Samples of all advertising, promotional and marketing materials which we have not prepared or previously approved must be submitted to us for approval before you use them. If you do not receive written approval within 15 days after our receipt of such materials, we will be deemed to have disapproved the materials. You may not use any advertising or promotional materials that we have not approved. You must spend a minimum of 2% of your Gross Sales on approved forms of local advertising and promotion, measured over continuing 6 Financial Statement Periods.

11.6. **Co-op Participation and Contributions.** We have established an association of FIREHOUSE SUBS® Restaurant Franchise Owners to do joint advertising, marketing and promotion (the “**Co-op**”). You must join and actively participate in the Co-op and sign such membership documents and agreements it requires from time to time.

You must contribute to the Co-op such amounts as are determined from time to time by management of the Co-op, but not less than 2% of your Gross Sales. Your local advertising requirement will be reduced by the amount that you contribute to the Co-op. You will remain responsible to the Co-op for all contributions due through the date of the closing of any transfer of this Agreement. If you sell or close your Restaurant at a time when you have a credit balance with the Co-op, the credit balance will not be refunded, but will either be: (i) retained for the benefit of the other members of the Co-op if the transaction involves a closing of your Restaurant or the termination or expiration of this Agreement; (ii) credited to the Restaurant’s purchaser if a sale, transfer or assignment is involved; or (iii) credited to any other FIREHOUSE SUBS® Restaurants that you own that are not closing.

The Co-op will adopt its own rules, regulations and procedures, which you must follow. All advertising utilized by the Co-op must not be used unless and until we have reviewed and approved it. The Co-op uses our mandated accounting system and must pay us the MIS Fee. Your failure to timely contribute the amounts required to the Co-op constitutes a material breach of the provisions of this Agreement and we may offset against any amounts we otherwise owe to you the amount of your Co-op contributions and pay such contributions for you.

11.7. **Websites.** We have the right to control or designate the manner of your use of all URLs, domain names, website addresses, metatags, links, key words, e-mail addresses and any other means of electronic identification or origin (“**e-names**”). We also have the right to designate, approve, control or limit all aspects of your use of the Internet, Intranet, World Wide Web, wireless technology, digital cable, use of e-names, e-mail, home pages, bulletin boards, chatrooms, linking, framing, on-line purchasing cooperatives, marketplaces, barter exchanges, and related technologies, methods, techniques, registrations, networking, and any electronic communication, commerce, computations, or any means of interactive electronic documents contained in a network of computers or similar devices linked by communications software or hardware (collectively, “**e-commerce**”). You must follow all of our policies and procedures for the use and regulation of e-commerce. We may require that you provide graphical, photographic, written or other forms of artistic or literary content to us for use in e-commerce activities associated with the Marks or the System which we may designate. We may restrict your use of e-commerce to a centralized website, portal or network or other form of e-commerce that we designate or operate. We may require that you provide information to us via e-commerce. You agree to be bound by any terms of use, privacy policy and copyright notice and takedown policies and the like that we establish from time to time. We may require you to, at your expense, coordinate your e-commerce activities with us, other FIREHOUSE SUBS® Restaurants, suppliers and affiliates. We may require you to participate in any internet or intranet networks (the “**MIS System**”) we establish and obtain the services of and pay the then current fees for ISP and ASP services and the like. You recognize and agree that we own all rights, title and interest in and to any and all websites and any e-names we commission or utilize, or require or permit you to utilize, in connection with the System which bear our Marks or any derivative of our Marks. You also recognize and agree that we own all rights, title and interest in and to any and all data or other information collected via e-commerce related to the System or the Marks, including any customer data, click-stream data, cookies, user data, hits and the like. Such data or other information also constitutes our Confidential Information.

11.8. **Promotion of the Franchise System.** You agree to place any and all materials promoting the Franchise System that we from time to time provide to you. You will place all such materials in the manner in which we designate.

## 12. **RECORDS, REPORTS AND FINANCIAL STATEMENTS.**

12.1. **Accounting System.** You must deliver to us the financial and operating reports in the form, manner, content and time we specify from time to time, including via access to the Accounting System. You will update all information in the Accounting System at least weekly, including but not limited to revenues, expenditures and other pertinent data. We may periodically change the Accounting System and the suppliers of accounting services. You will make available for our review and inspection during normal business hours all original books and records that we want to ascertain and verify financial statements or reports. You will maintain all of your books and records in accordance with generally accepted accounting principles. You will maintain and preserve such records during the entire Term and for 7 years following expiration or termination of this Agreement. Such records include deposit reports and receipts, cash receipts journal, general ledgers, cash disbursement journals, weekly payroll registers, monthly bank statements, supplier invoices (paid and unpaid), accounts payable journals, balance sheets, profit and loss statements, inventory records, records of wholesale accounts and such other records as we may require. We may use the information obtained as we deem appropriate, except that information you designate as confidential will not be disclosed to third parties in a manner that identifies you as the subject or source except: (i) with your permission, (ii) as may be required by law, (iii) in connection with audits or collections under this Agreement; or (iv) shared within the FIREHOUSE SUBS® Restaurant system (you understand that we disseminate operational and financial data throughout the system and to prospects). We may require you to use approved computer hardware and software in order to maintain the Accounting System and other communication processes.

12.2. **Reports.** You agree to furnish to us on such forms that we prescribe from time to time:

(a) on the Report Day, a report on the Restaurant's Gross Sales during the preceding Accounting Period;

(b) within 20 days after the end of each Accounting Period, a profit and loss statement for the Restaurant for the immediately preceding Accounting Period and year-to-date and a balance sheet as of the end of such Accounting Period; and

(c) within 60 days after the end of the Restaurant's fiscal year, annual profit and loss and source and use of funds statements and a balance sheet for the Restaurant as of the end of such fiscal year.

12.3. **Access to Information.** You agree to verify and sign each report and financial statement in the manner we prescribe. We have the right to disclose data derived from such reports. We also have the right to require you to have reviewed or audited financial statements prepared on an annual basis if you have been late in making payments or sending us reports or we determine that you have understated Gross Sales by over 2% twice or more during any 18-month period. You will provide us copies of any reviewed or audited financial statements (if any) promptly after you receive them. Moreover, we have the right as often as we deem appropriate (including on a daily basis) to access all computer registers and other computer systems that you are required to maintain in connection with the operation of the Restaurant and to retrieve all information relating to the Restaurant's operations. At our request, you will promptly send us true and correct copies of all federal and state income, sales, excise and other tax returns.

## 13. **INSPECTIONS AND AUDITS.**

13.1. **Our Right to Inspect the Restaurant.** To determine whether you and the Restaurant are complying with this Agreement and all System Standards, we and our designated agents have the right at any time during your regular business hours, and without prior notice to you, to:

(a) inspect the Restaurant;

(b) observe, photograph and videotape the operations of the Restaurant for such consecutive or intermittent periods as we deem necessary;

(c) remove samples of any products, materials or supplies for testing and analysis;

(d) interview personnel and customers of the Restaurant; and

(e) inspect and copy any books, records, tax returns and documents relating to your operation of the Restaurant.

You agree to cooperate with us fully in connection with any such inspections, observations, photographing, videotaping, product removal and interviews. You agree to present to your customers such evaluation forms that we periodically prescribe and to participate and/or request your customers to participate in any surveys performed by us or on our behalf. You must immediately correct or repair any unsatisfactory conditions we specify.

13.2. **Our Right to Audit.** We have the right at any time during your business hours, and without prior notice to you, to inspect and audit, or cause to be inspected and audited, your (if you are a Business Entity) and the Restaurant's business, bookkeeping and accounting records, sales and income tax records and returns and other records. You agree to cooperate fully with our representatives and independent accountants we hire to conduct any such inspection or audit. You must immediately pay us any shortfall in the amounts you owe us (regardless of the degree), including late fees and interest. You agree to reimburse us for the cost of such inspection or audit, including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board and compensation of our employees if:

(a) our inspection or audit is made necessary by your failure to furnish reports, supporting records or other information we require, or to furnish such items on a timely basis; and/or

(b) our audit or inspection reveals that you understated Gross Sales by over 2%.

The foregoing remedies are in addition to our other remedies and rights under this Agreement and applicable law.

#### 14. **TRANSFER.**

14.1. **By Us.** This Agreement is fully transferable by us and will inure to the benefit of any transferee or other legal successor to our interests.

14.2. **By You.** You understand and acknowledge that the rights and duties created by this Agreement are personal to you (or, if you are a Business Entity, to your owners) and that we have granted the Franchise to you in reliance upon our perceptions of your (or your owners') individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Accordingly, neither this Agreement (nor any interest in it) nor any ownership or other interest in you or the Restaurant may be transferred without our prior written approval. Any transfer without such approval constitutes a breach of this Agreement and is void and of no effect. As used in this Agreement, the term "**transfer**" includes your (or your owners') voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in: (a) this Agreement; (b) you; or (c) the Restaurant.

An assignment, sale, gift or other disposition includes the following events:

- (i) transfer of ownership of 10% or more of any capital stock or a partnership interest or any other interest that affects control over the Business Entity;
- (ii) merger or consolidation or issuance of additional securities or interests representing an ownership interest in you;

- (iii) any issuance or sale of your stock or any security convertible to your stock;
- (iv) transfer of an interest in you, this Agreement or the Restaurant in a divorce, insolvency or corporate or partnership dissolution proceeding or otherwise by operation of law;
- (v) transfer of an interest in you, this Agreement or the Restaurant, in the event of your death or the death of one of your owners, by will, declaration of or transfer in trust or under the laws of intestate succession; or
- (vi) pledge of this Agreement (to someone other than us) or of an ownership interest in you as security, foreclosure upon the Restaurant or your transfer, surrender or loss of possession, control or management of the Restaurant.

14.3. **Conditions for Approval of Transfer.** If you (and your owners) are in full compliance with this Agreement, then subject to the other provisions of this Section, we will approve a transfer that meets all the applicable requirements of this Section. The proposed transferee and its direct and indirect owners must be individuals of good character and otherwise meet our then applicable standards for FIREHOUSE SUBS® Restaurant franchisees. A transfer of ownership, possession or control of the Restaurant may be made only in conjunction with a transfer of this Agreement. If the transfer is of this Agreement or a controlling interest in you, or is one of a series of transfers which in the aggregate constitute the transfer of this Agreement or a controlling interest in you, all of the following conditions must be met prior to or concurrently with the effective date of the transfer:

- (a) the transferee has sufficient business experience, aptitude and financial resources to operate the Restaurant;
- (b) you have paid all Royalties, System Fund contributions, Co-op fund contributions, amounts owed for purchases from us and all other amounts owed to us or to third-party creditors and have submitted all required reports and statements;
- (c) the transferee (or its owners) have agreed to complete our standard training program, at their expense;
- (d) the transferee has agreed to be bound by all of the terms and conditions of this Agreement;
- (e) the transferee has entered into our then-current form of Franchise Agreement;
- (f) the transferee agrees to upgrade the Restaurant to conform to our then-current standards and specifications;
- (g) you or the transferee pay us a transfer fee equal to ½ of our then-current initial franchise fee to defray expenses we incur in connection with the transfer, including the costs of training the transferee (or its owners) and other personnel. If the proposed transfer is among your owners, the transfer fee will be equal to \$1,500;
- (h) you (and your transferring owners) have signed a general release, in form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees and agents;
- (i) we have approved the material terms and conditions of such transfer and determined that the price and terms of payment will not adversely affect the transferee's operation of the Restaurant;



(j) if you or your owners finance any part of the sale price of the transferred interest, you and/or your owners have agreed that all of the transferee's obligations pursuant to any promissory notes, agreements or security interests that you or your owners have reserved in the Restaurant are subordinate to the transferee's obligation to pay Royalties, System Fund contributions, Co-op fund contributions and other amounts due to us and otherwise to comply with this Agreement;

(k) you and your transferring owners (and your and your owners' spouses and children) have signed a non-competition covenant in favor of us and the transferee agreeing to be bound, commencing on the effective date of the transfer, by the restrictions contained in this Agreement; and

(l) you and your transferring owners have agreed that you and they will not directly or indirectly at any time or in any manner (except with respect to other FIREHOUSE SUBS® Restaurants you own and operate) identify yourself or themselves or any business as a current or former FIREHOUSE SUBS® Restaurant, or as one of our licensees or franchisees, use any Mark, any colorable imitation of a Mark, or other indicia of a FIREHOUSE SUBS® Restaurant in any manner or for any purpose or utilize for any purpose any trade name, trade or service mark or other commercial symbol that suggests or indicates a connection or association with us.

14.4. **Transfer to a Business Entity.** If you are in full compliance with this Agreement, you may transfer this Agreement to a Business Entity that conducts no business other than the Restaurant and, if applicable, other FIREHOUSE SUBS® Restaurants so long as you own, control and have the right to vote 51% or more of its issued and outstanding ownership interests (like stock or partnership interests) and you guarantee its performance under this Agreement. All other owners are subject to our approval. The organizational or governing documents of the Business Entity must recite that the issuance and transfer of any ownership interests in the Business Entity are restricted by the terms of this Agreement, are subject to our approval, and all certificates or other documents representing ownership interests in the Business Entity must bear a legend referring to the restrictions of this Agreement. As a condition of our approval of the issuance or transfer of ownership interests to any person other than you, we may require (in addition to the other requirements we have the right to impose) that the proposed owner sign an agreement, in a form provided or approved by us, agreeing to be bound jointly and severally by, to comply with, and to guarantee the performance of, all of your obligations under this Agreement.

14.5. **Transfer Upon Death or Disability.** Upon your death or disability or, if you are a Business Entity, the death or disability of the owner of a controlling interest in you, we may require you (or such owner's executor, administrator, conservator, guardian or other personal representative) to transfer your interest in this Agreement (or such owner's interest in you) to a third party. Such disposition (including, without limitation, transfer by bequest or inheritance) must be completed within the time we designate, not less than 1 month but not more than 6 months from the date of death or disability. Such disposition will be subject to all of the terms and conditions applicable to transfers contained in this Section. A failure to transfer your interest in this Agreement or the ownership interest in you within this period of time constitutes a breach of this Agreement. For purposes of this Agreement, the term "**disability**" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent you or an owner of a controlling interest in you from managing and operating the Restaurant.

14.6. **Operation Upon Death or Disability.** If, upon your death or disability or the death or disability of the owner of a controlling interest in you, the Restaurant is not being managed by a trained manager, your or such owner's executor, administrator, conservator, guardian or other personal representative must within a reasonable time, not to exceed 15 days from the date of death or disability, appoint a manager to operate the Restaurant. Such manager will be required to complete training at your expense. Pending the appointment of a manager as provided above or if, in our judgment, the Restaurant is not being managed properly any time after your death or disability or after the death or disability of the owner of a controlling interest in you, we have the right, but not the obligation, to appoint a manager for the Restaurant. All funds from the operation of the Restaurant during the management by our appointed manager will be kept in a separate account, and all expenses of the Restaurant, including compensation, other costs and travel and living expenses of our manager, will be charged to this account. We also have the right to charge a reasonable

management fee (in addition to the Royalty, System Fund contributions and Co-op fund contributions payable under this Agreement) during the period that our appointed manager manages the Restaurant. Operation of the Restaurant during any such period will be on your behalf, provided that we only have a duty to utilize our best efforts and will not be liable to you or your owners for any debts, losses or obligations incurred by the Restaurant or to any of your creditors for any products, materials, supplies or services the Restaurant purchases during any period it is managed by our appointed manager.

14.7. **Effect of Consent to Transfer.** Our consent to a transfer of this Agreement and the Restaurant or any interest in you does not constitute a representation as to the fairness of the terms of any contract between you and the transferee, a guarantee of the prospects of success of the Restaurant or transferee or a waiver of any claims we may have against you (or your owners) or of our right to demand the transferee's exact compliance with any of the terms or conditions of this Agreement.

14.8. **Our Right of First Refusal.** If you (or any of your owners) at any time determine to sell, assign or transfer for consideration an interest in this Agreement and the Restaurant or an ownership interest in you, you (or such owner) agree to obtain a bona fide, executed written offer and earnest money deposit (in the amount of 5% or more of the offering price) from a responsible and fully disclosed offeror (including lists of the owners of record and all beneficial owners of any corporate or limited liability company offeror and all general and limited partners of any partnership offeror and, in the case of a publicly-held corporation or limited partnership, copies of the most current annual and quarterly reports and Form 10K) and within 5 days of receipt submit to us a true and complete copy of such offer, which includes details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be denominated in a dollar amount. The offer must apply only to an interest in you or in this Agreement and the Restaurant and may not include an offer to purchase any of your (or your owners') other property or rights. However, if the offeror proposes to buy any other property or rights from you (or your owners) under a separate, contemporaneous offer, such separate, contemporaneous offer must be disclosed to us, and the price and terms of purchase offered to you (or your owners) for the interest in you or in this Agreement and the Restaurant must reflect the bona fide price offered and not reflect any value for any other property or rights.

We have the right, exercisable by written notice delivered to you or your selling owner(s) within 30 days from the date of the delivery to us of both an exact copy of such offer and all other information we request, to purchase such interest for the price and on the terms and conditions contained in such offer, provided that:

(a) we may substitute cash for any form of payment proposed in such offer (with a discounted amount if an interest rate will be charged on any deferred payments);

(b) our credit will be deemed equal to the credit of any proposed purchaser;

(c) we will have not less than 30 days after giving notice of our election to purchase to prepare for closing; and

(d) we are entitled to receive, and you and your owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the capital stock of an incorporated business, as applicable, including, without limitation, representations and warranties as to:

(i) ownership and condition of and title to stock or other forms of ownership interest and/or assets;

(ii) liens and encumbrances relating to the stock or other ownership interest and/or assets; and

(iii) validity of contracts and the liabilities, contingent or otherwise, of the corporation whose stock is being purchased.

If we exercise our right of first refusal, you and your selling owner(s) agree that, for a period of 2 years commencing on the date of the closing, you and they will be bound by the noncompetition covenant contained in this Agreement. You and your selling owner(s) further agree that you and they will, during this same time period, abide by the restrictions of this Agreement.

If we do not exercise our right of first refusal, you or your owners may complete the sale to such purchaser pursuant to and on the exact terms of such offer, subject to our approval of the transfer, provided that, if the sale to such purchaser is not completed within 120 days after delivery of such offer to us, or if there is a material change in the terms of the sale (which you agree promptly to communicate to us), we will have an additional right of first refusal during the 30 day period following either the expiration of such 120 day period or notice to us of the material change(s) in the terms of the sale, either on the terms originally offered or the modified terms, at our option.

## 15. **SUCCESSOR TERMS.**

15.1. **Acquisition.** Upon expiration of this Agreement, subject to the conditions of this Section, you will have the right to acquire a successor franchise to operate a FIREHOUSE SUBS® Restaurant for 4 additional 5-year periods on the terms and conditions of the franchise agreement we are then using in granting franchises for FIREHOUSE SUBS® Restaurants, if you (and each of your owners) have substantially complied with this Agreement during its Term, and either:

(a) you maintain possession of and agree to remodel and/or expand the Restaurant, add or replace improvements, equipment and signs and otherwise modify the Restaurant as we require to bring it into compliance with specifications and standards then applicable for FIREHOUSE SUBS® Restaurants; or

(b) if you are unable to maintain possession of the Site, or if in our judgment the Restaurant should be relocated, you secure substitute premises we approve, develop such premises in compliance with specifications and standards then applicable for FIREHOUSE SUBS® Restaurants and continue to operate the Restaurant at the Site until operations are transferred to the substitute premises.

15.2. **Grant.** You must give us written notice of your election to acquire a successor franchise during the last year of the Term, but no later than 180 days before expiration. We will respond (“**Response Notice**”), within 90 days after we receive your notice, of our decision, either:

(a) to grant you a successor franchise;

(b) to grant you a successor franchise on the condition that deficiencies of the Restaurant, or in your operation of the Restaurant, are corrected; or

(c) not to grant you a successor franchise based on our determination that you and your owners have not substantially complied with this Agreement during its Term.

If applicable, our Response Notice will:

(i) describe the remodeling and/or expansion of the Restaurant and other improvements or modifications required to bring the Restaurant into compliance with then applicable specifications and standards for FIREHOUSE SUBS® Restaurants; and

(ii) state the actions you must take to correct operating deficiencies and the time period in which such deficiencies must be corrected.

If we elect not to grant a successor franchise, the Response Notice will describe the reasons for our decision. Your right to acquire a successor franchise is subject to your continued compliance with all of the terms and conditions of this Agreement through the date of its expiration, in addition to your compliance with the

obligations described in the Response Notice. If you fail to timely satisfy the deficiencies noted in our Response Notice prior to the expiration of your Franchise Agreement, you may request an extension. If we agree to grant you an extension, you must meet the following conditions: (1) pay us our then-current extension fee (the “**Successor Extension Fee**”); and (2) complete the correction of the deficiencies on or before the end of time we set for the extension. Failure to meet either of such conditions will result in your loss of eligibility for a successor franchise and expiration of the Term.

In our discretion, we may extend the Term for such period of time as we deem necessary in order to provide you with either reasonable time to correct deficiencies or 90 days notice of our refusal to grant a successor franchise.

15.3. **Agreements/Releases.** If you satisfy all of the other conditions to the grant of a successor franchise, you and your owners agree to sign the form of franchise agreement, renewal addendum (the form of which is attached as Exhibit “C” to this Agreement) and any ancillary agreements we are then customarily using in connection with the grant of successor franchises for FIREHOUSE SUBS® Restaurants. You and your owners further agree to sign general releases, in form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees, agents, successors and assigns. Failure by you or your owners to sign such agreements and releases and deliver them to us for acceptance and signature within 60 days after their delivery to you will be deemed an election not to acquire a successor franchise.

15.4. **Training and Refresher Programs.** Our grant of a successor franchise is also conditioned on the satisfactory completion by you (or your owners) of any new training and refresher programs as we may reasonably require.

15.5. **Fees and Expenses.** Our grant of a successor franchise is contingent on your payment to us of a successor franchise fee of ¼ of our then-current initial franchise fee. We must receive the fee from you at the time of your election, but not later than 180 days prior to the expiration date of this Agreement. In addition, we have the right to charge you for services we render to you and expenses we incur in conjunction with the grant of the successor franchise. Payment of those charges is due upon your receipt of our invoice.

15.6. **Subsequent Successor Franchises.** The fees and other conditions for any later granting of subsequent successor franchises will be governed by the successor franchise agreement (as described above); except that the first 5-year successor franchise will also be for 5 years.

## 16. **TERMINATION OF AGREEMENT.**

16.1. **On Notice.** We have the right to terminate this Agreement, effective upon delivery of written notice of termination to you, if:

(a) you (or any of your owners) have made any material misrepresentation or omission in connection with your purchase of the Franchise;

(b) you fail to either: (i) lease the Site we approved within 12 months of the Agreement Date; or (ii) begin operating the Restaurant within 12 months of our approval of the Site for your Restaurant;

(c) your, or your owners, failure to successfully complete initial or any other training to our satisfaction;

(d) you abandon or fail to actively operate the Restaurant for 1 or more consecutive business days, unless the Restaurant has been closed for a purpose we have approved or because of casualty or government order;

(e) you surrender or transfer control of the operation of the Restaurant without our prior written consent;

(f) you (or any of your owners) are or have been convicted by a trial court of, or plead or have pleaded no contest, or guilty, to, a felony or other serious crime or offense;

(g) you (or any of your owners) engage in any dishonest or unethical conduct which may adversely affect the reputation of the Restaurant or another FIREHOUSE SUBS® Restaurant or the goodwill associated with the Marks;

(h) you understate Gross Sales by 5% or more, or our audits or investigations show that you understated Gross Sales by 2% or more 2 or more times during any 18-month period;

(i) you (or any of your owners) make an unauthorized assignment of this Agreement or of an ownership interest in you, the Restaurant or the Art;

(j) in the event of your death or disability or the death or disability of the owner of a controlling interest in you, this Agreement or such owner's interest in you is not assigned as required under this Agreement;

(k) you lose the right to possession of the Site;

(l) you (or any of your owners) make any unauthorized use or disclosure of any Confidential Information or use, duplicate or disclose any portion of the Manual in violation of this Agreement;

(m) you violate any health, safety or sanitation law, ordinance or regulation and do not cure the violation within 24 hours to both our satisfaction and that of the governmental authority;

(n) you fail to make payments of any amounts due to us or the Co-op and do not correct such failure within 30 days after written notice of such failure is delivered to you;

(o) you fail to pay when due any federal or state income, service, sales or other taxes due on the operations of the Restaurant, unless you are in good faith contesting your liability for such taxes;

(p) you (or any of your owners) fail to comply with any other provision of this Agreement or any System Standard and do not correct such failure within 30 days after written notice of such failure to comply is delivered to you;

(q) you (or any of your owners) fail on 3 or more separate occasions within any period of 12 consecutive Accounting Periods or on 5 occasions during the Term to submit when due reports or other data, information or supporting records, to pay when due any amounts due to us or otherwise to comply with this Agreement, whether or not such failures to comply were corrected after written notice of such failure was delivered to you; or

(r) you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due; you consent to the appointment of a receiver, trustee or liquidator of all or the substantial part of your property; the Restaurant is attached, seized, subjected to a writ or distress warrant or levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within 30 days; or any order appointing a receiver, trustee or liquidator of you or the Restaurant is not vacated within 30 days following the entry of such order.

16.2. **After Notice.** We may also terminate this Agreement after we notify you of our intention to do so because of the occurrence of any of the following events and your failure to cure it within 30 days of our notice:

(a) you or a trained manager is not present at the Restaurant during all open hours;

- (b) failure to keep the Restaurant open during the required hours;
  - (c) purchasing or leasing any product or service from an unapproved supplier;
  - (d) failure to participate in a Co-op;
  - (e) failure to pay taxes and assessments;
  - (f) failure to obtain and maintain required permits;
  - (g) if you are a Business Entity, failure to maintain active status in your state of organization;
  - (h) failure to promptly pay any amounts due us or your suppliers;
  - (i) failure to timely make required reports;
  - (j) failure to maintain sufficient liquid funds to pay amounts to us via electronic transfer;
  - (k) you violate any provision of this Agreement or any other agreement with us or our affiliates;
  - (l) failure to maintain System Standards or any required standards or procedures contained in the Manuals;
  - (m) continued violation of any law, ordinance, rule or regulation of a governmental agency;
- or
- (n) failure to obtain any approvals or consents required by this Agreement.

17. **RIGHTS AND OBLIGATIONS UPON TERMINATION.**

17.1. **Payment of Amounts Owed To Us.** You agree to pay us within 15 days after the effective date of termination or expiration of this Agreement, or on such later date that the amounts due to us are determined, such Royalties, System Fund contributions, amounts owed for purchases from us, interest due on any of the foregoing and all other amounts owed to us which are then unpaid.

17.2. **Marks.** Upon the termination or expiration of this Agreement:

(a) you may not directly or indirectly at any time or in any manner (except with respect to other FIREHOUSE SUBS® Restaurants you own and operate) identify yourself or any business as a current or former FIREHOUSE SUBS® Restaurant, or as one of our licensees or franchisees, use any Mark, any colorable imitation of a Mark or other indicia of a FIREHOUSE SUBS® Restaurant in any manner or for any purpose or utilize for any purpose any trade name, trade or service mark or other commercial symbol that indicates or suggests a connection or association with us;

(b) you agree to take such action as may be required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark;

(c) if we do not have or do not exercise an option to purchase the Restaurant, you agree to deliver to us within 30 days after, as applicable, the effective date of expiration of this Agreement or the Notification Date all signs, sign-faces, sign-cabinets, marketing materials, forms and other materials containing any Mark or otherwise identifying or relating to a FIREHOUSE SUBS® Restaurant and allow us, without liability to you or third parties, to remove all such items from the Restaurant;

(d) if we do not have or do not exercise an option to purchase the Restaurant, you agree that, after, as applicable, the effective date of expiration of this Agreement or the Notification Date, you will promptly and at your own expense make such alterations we specify to distinguish the Restaurant clearly from its former appearance and from other FIREHOUSE SUBS® Restaurants so as to prevent confusion by the public;

(e) if we do not have or do not exercise an option to purchase the Restaurant, you agree that, after, as applicable, the effective date of expiration of this Agreement or the Notification Date, you will notify the telephone company and all telephone directory publishers of the termination or expiration of your right to use any telephone, telecopy or other numbers and any regular, classified or other telephone directory listings associated with any Mark, authorize the transfer of such numbers and directory listings to us or at our direction and/or instruct the telephone company to forward all calls made to your telephone numbers to numbers we specify; and

(f) you agree to furnish us, within 30 days after, as applicable, the effective date of expiration of this Agreement or the Notification Date, with evidence satisfactory to us of your compliance with the foregoing obligations.

17.3. **Confidential Information.** You agree that, upon termination or expiration of this Agreement, you will immediately cease to use any of our Confidential Information in any business or otherwise and return to us all copies of the Manual and any other confidential materials that we have loaned to you.

17.4. **Competitive Restrictions.** Upon our termination of this Agreement in accordance with its terms and conditions, or expiration of this Agreement (if we offer, but you elect not to acquire, a successor franchise),

(a) you and your owners agree that, for a period of 2 years commencing on the effective date of termination or expiration or the date on which a person restricted by this Section begins to comply with this Section, whichever is later, neither you nor any of your owners will have any direct or indirect interest (e.g., through a spouse or child) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative or agent or in any other capacity in any Competitive Business operating:

- (i) at the Site;
- (ii) within 10 miles of the Site; or
- (iii) within 10 miles of any other FIREHOUSE SUBS® Restaurant in operation or under construction on the later of the effective date of the termination or expiration or the date on which a person restricted by this Section complies with this Section.

If any person restricted by this Section refuses voluntarily to comply with the foregoing obligations, the 2-year period will commence with the entry of an order of an arbitrator, or court if necessary, enforcing this provision. You and your owners expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of the covenants made in this Section will not deprive you of your personal goodwill or ability to earn a living.

17.5. **Our Right to Purchase.**

(a) **Exercise of Option.** Upon our termination of this Agreement in accordance with its terms and conditions or your termination of this Agreement without cause, we have the option, exercisable by giving written notice to you within 60 days from the date of such termination, to purchase the Restaurant from you, including the leasehold rights to the Site. (The date on which we notify you whether or not we are exercising our option is referred to in this Agreement as the

**“Notification Date“).** We have the unrestricted right to assign this option to purchase the Restaurant. We will be entitled to all customary warranties and representations in connection with our asset purchase, including, without limitation, representations and warranties as to ownership and condition of and title to assets; liens and encumbrances on assets; validity of contracts and agreements; and liabilities affecting the assets, contingent or otherwise.

(b) **Leasehold Rights.** You agree at our election:

- (i) to assign your leasehold interest in the Site to us; or
- (ii) to enter into a sublease for the remainder of the lease term on the same terms (including renewal options) as the prime lease.

(c) **Purchase Price.** The purchase price for the Restaurant will be its fair market value, determined in a manner consistent with reasonable depreciation of the Restaurant’s equipment, signs, inventory, materials and supplies, provided that the Restaurant will be valued as an independent business and its value will not include any value for:

- (i) the Franchise or any rights granted by this Agreement;
- (ii) the Marks; or
- (iii) participation in the network of FIREHOUSE SUBS® Restaurants.

The Restaurant’s fair market value will include the goodwill you developed in the market of the Restaurant that exists independent of the goodwill of the Marks and the System. The length of the remaining term of the lease for the Site will also be considered in determining the Restaurant’s fair market value.

We may exclude from the assets purchased cash or its equivalent and any equipment, signs, inventory, materials and supplies that are not reasonably necessary (in function or quality) to the Restaurant’s operation or that we have not approved as meeting standards for FIREHOUSE SUBS® Restaurant, and the purchase price will reflect such exclusions.

(d) **Appraisal.** If we and you are unable to agree on the Restaurant’s fair market value, its fair market value will be determined by 3 independent appraisers who collectively will conduct 1 appraisal. We will appoint one appraiser, you will appoint one appraiser and the two party-appointed appraisers will appoint the third appraiser. You and we agree to select our respective appraisers within 15 days after we notify you that we are exercising our option to purchase the Restaurant, and the two appraisers so chosen are obligated to appoint the third appraiser within 15 days after the date on which the last of the two party-appointed appraisers was appointed. You and we will bear the cost of our own appraisers and share equally the fees and expenses of the third appraiser chosen by the two party-appointed appraisers. The appraisers are obligated to complete their appraisal within 30 days after the third appraiser’s appointment.

(e) **Payment of Purchase Price.** The purchase price under this Section will be paid in 2 installments. The first installment of the purchase price consisting of an amount equal to the Franchise Fee you have paid to us (the **“First Installment“**) which will be paid by us within 30 days of our notifying you of our election to purchase your Business. The second installment of the purchase price (the **“Second Installment“**) will equal the total purchase price less the First Installment. The Second Installment will be paid at a time of our choosing, not later than 90 days after the later of closing or the determination of the purchase price. We have the right to set off against the purchase price, and thereby reduce the purchase price by, any and all amounts you or your owners owe to us or any amounts of rent you owe the landlord of the Site, or suppliers or your creditors that we pay on your behalf in order to obtain lawful possession of the Site, any of your assets or to cover amounts you owe suppliers we do business with.



(f) **Closing.** At the closing, or when we tender payment of the First Installment, at our option, you agree to deliver instruments transferring to us:

- (i) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us), with all sales and other transfer taxes paid by you; and
- (ii) all licenses and permits of the Restaurant which may be assigned or transferred; and
- (iii) the leasehold interest and improvements in the Site.

If you cannot deliver clear title to all of the purchased assets, or if there are other unresolved issues (other than the payment of the Second Installment), the closing of the sale will be accomplished through an escrow. You and your owners further agree to execute general releases, in form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees, agents, successors and assigns.

17.6. **Continuing Obligations.** All of our and your (and your owners' and affiliates') obligations which expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire. Examples include indemnification, payment, de-identification and dispute resolution provisions.

## 18. **RELATIONSHIP OF THE PARTIES/INDEMNIFICATION.**

18.1. **Independent Contractors.** You and we understand and agree that this Agreement does not create a fiduciary relationship between you and us, that we and you are and will be independent contractors and that nothing in this Agreement is intended to make either you or us a general or special agent, joint venturer, partner or employee of the other for any purpose. You agree to conspicuously identify yourself in all dealings with customers, suppliers, public officials, Restaurant personnel and others as the owner of the Restaurant under a franchise we have granted and to place such notices of independent ownership on such forms, business cards, stationery and advertising and other materials as we may require from time to time.

18.2. **No Liability for Acts of Other Party.** You agree not to employ any of the Marks in signing any contract or applying for any license or permit, or in a manner that may result in our liability for any of your indebtedness or obligations, and that you will not use the Marks in any way we have not expressly authorized. Neither we nor you will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name or on behalf of the other, represent that our respective relationship is other than franchisor and franchisee or be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized in writing. We will not be obligated for any damages to any person or property directly or indirectly arising out of the Restaurant's operation or the business you conduct pursuant to this Agreement.

18.3. **Taxes.** We will have no liability for any sales, use, alcohol surcharge, service, occupation, excise, gross receipts, income, payroll, property or other taxes, whether levied upon you or the Restaurant, in connection with the business you conduct (except any taxes we are required by law to collect from you with respect to purchases from us). Payment of all such taxes are your responsibility.

18.4. **Indemnification.** You agree to indemnify, defend and hold harmless us, our affiliates and our respective shareholders, directors, officers, employees, agents, successors and assignees (the "**Indemnified Parties**") against and to reimburse any one or more of the Indemnified Parties for all claims, obligations and damages described in this Section, any and all taxes described in this Agreement and any and all claims and liabilities directly or indirectly arising out of the Restaurant's operation (even if our negligence is alleged) or your breach of this Agreement. For purposes of this indemnification, "**claims**" includes all obligations, damages (actual, consequential or otherwise) and costs reasonably incurred in the defense of any

claim against any of the Indemnified Parties, including, without limitation, reasonable accountants', arbitrators', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of litigation, arbitration or alternative dispute resolution and travel and living expenses. We have the right to defend any such claim against us. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. Under no circumstances will we or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise to mitigate our, their or your losses and expenses, in order to maintain and recover fully a claim against you. You agree that a failure to pursue such recovery or mitigate a loss will in no way reduce or alter the amounts we or another Indemnified Party may recover from you.

## 19. **ENFORCEMENT.**

19.1. **Severability; Substitution of Valid Provisions.** Except as otherwise stated in this Agreement, each term of this Agreement, and any portion of any term, are severable. The remainder of this Agreement will continue in full force and effect. To the extent that any provision restricting your competitive activities is deemed unenforceable, you and we agree that such provisions will be enforced to the fullest extent permissible under governing law. This Agreement will be deemed automatically modified to comply with such governing law if any applicable law requires: (a) a greater prior notice of the termination of or refusal to renew this Agreement; or (b) the taking of some other action not described in this Agreement; or (c) if any FIREHOUSE SUBS® System Standard is invalid or unenforceable. We may modify such invalid or unenforceable provision to the extent required to be valid and enforceable. In such event, you will be bound by the modified provisions.

19.2. **Waivers.** We will not be deemed to have waived our right to demand exact compliance with any of the terms, even if at any time: (a) we do not exercise a right or power available to us under this Agreement; or (b) we do not insist on your strict compliance with the terms of this Agreement; or (c) if there develops a custom or practice which is at variance with the terms of this Agreement; or (d) if we accept payments which are otherwise due to us under this Agreement. Similarly, our waiver of any particular breach or series of breaches under this Agreement or of any similar term in any other agreement between you and us or between us and any other franchise owner, will not effect our rights with respect to any later breach by you or anyone else.

19.3. **Limitation of Liability.** Neither of the parties will be liable for loss or damage or deemed to be in breach of this Agreement if failure to perform obligations results from:

- (a) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal government or any department or agency thereof;
- (b) acts of God, war, terror or similar like;
- (c) acts or omissions of a similar event or cause.

However, such delays or events do not excuse payments of amounts owed at any time.

19.4. **Approval and Consents.** Whenever this Agreement requires our advance approval, agreement or consent, you agree to make a timely written request for it. Our approval or consent will not be valid unless it is in writing. Except where expressly stated otherwise in this Agreement, we have the absolute right to refuse any request by you or to withhold our approval of any action or omission by you. If we provide to you any waiver, approval, consent, or suggestion, or if we neglect or delay our response or deny any request for any of those, we will not be deemed to have made any warranties or guarantees which you may rely on, and will not assume any liability or obligation to you.

19.5. **Waiver of Punitive Damages.** **EXCEPT FOR YOUR OBLIGATIONS TO INDEMNIFY US AND CLAIMS FOR UNAUTHORIZED USE OF THE MARKS OR CONFIDENTIAL INFORMATION, YOU AND WE EACH WAIVE TO THE FULL EXTENT PERMITTED BY LAW ANY RIGHT TO, OR CLAIM FOR, ANY PUNITIVE OR EXEMPLARY**

**DAMAGES AGAINST THE OTHER. YOU AND WE ALSO AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN YOU AND US, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.**

**19.6. Limitations of Claims. ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP AMONG YOU AND US MUST BE MADE BY WRITTEN NOTICE TO THE OTHER PARTY WITHIN 1 YEAR FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM (REGARDLESS OF WHEN IT BECOMES KNOWN); EXCEPT FOR CLAIMS ARISING FROM: (A) UNDER-REPORTING OF GROSS SALES; (B) UNDER-PAYMENT OF AMOUNTS OWED TO US OR OUR AFFILIATES; (C) CLAIMS FOR INDEMNIFICATION; AND/OR (D) UNAUTHORIZED USE OF THE MARKS. HOWEVER, THIS PROVISION DOES NOT LIMIT THE RIGHT TO TERMINATE THIS AGREEMENT IN ANY WAY.**

**19.7. Governing Law. EXCEPT TO THE EXTENT THIS AGREEMENT OR ANY PARTICULAR DISPUTE IS GOVERNED BY THE U.S. TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. §1051 AND THE SECTIONS FOLLOWING IT) OR OTHER FEDERAL LAW, THIS AGREEMENT AND THE FRANCHISE ARE GOVERNED BY THE LAW OF THE STATE IN WHICH OUR PRINCIPAL BUSINESS OFFICE IS LOCATED, EXCLUDING ANY LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP BETWEEN A FRANCHISOR AND FRANCHISE OWNER, UNLESS THE JURISDICTIONAL REQUIREMENTS OF SUCH LAWS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION. ALL MATTERS RELATING TO ARBITRATION ARE GOVERNED BY THE FEDERAL ARBITRATION ACT. References to any law or regulation also refer to any successor laws or regulations and any implementing regulations for any statute, as in effect at the relevant time. References to a governmental agency also refer to any successor regulatory body that succeeds to the function of such agency.**

**19.8. Jurisdiction. YOU AND WE CONSENT AND IRREVOCABLY SUBMIT TO THE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN DUVAL COUNTY, FLORIDA, AND WAIVE ANY OBJECTION TO THE JURISDICTION AND VENUE OF SUCH COURTS. THE EXCLUSIVE CHOICE OF JURISDICTION DOES NOT PRECLUDE THE BRINGING OF ANY ACTION BY THE PARTIES OR THE ENFORCEMENT BY THE PARTIES IN ANY JUDGMENT OBTAINED IN ANY SUCH JURISDICTION, IN ANY OTHER APPROPRIATE JURISDICTION OR THE RIGHT OF THE PARTIES TO CONFIRM OR ENFORCE ANY ARBITRATION AWARD IN ANY APPROPRIATE JURISDICTION.**

**19.9. Waiver of Jury Trial. YOU AND WE EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER YOU OR US.**

**19.10. Cumulative Remedies. The rights and remedies provided in this Agreement are cumulative and neither you nor we will be prohibited from exercising any other right or remedy provided under this Agreement or permitted by law or equity.**

**19.11. Costs and Attorneys Fees. If a claim for amounts owed by you to us or any of our affiliates is asserted in any legal or arbitration proceeding or if either you or we are required to enforce this Agreement in a judicial or arbitration proceeding, the party prevailing in such proceeding will be entitled to reimbursement of its costs and expenses, including reasonable accounting and attorneys' fees. Attorneys' fees will include, without limitation, reasonable legal fees charged by attorneys, paralegal fees, and costs and disbursements, whether incurred prior to, or in preparation for, or contemplation of, the filing of written demand or claim, action, hearing, or proceeding to enforce the obligations of the parties under this Agreement.**

19.12. **Binding Effect.** This Agreement is binding on and will inure to the benefit of our successors and assigns. Except as otherwise provided in this Agreement, this Agreement will also be binding on your successors and assigns, and your heirs, executors and administrators.

19.13. **Entire Agreement.** This Agreement, including the introduction, addenda and exhibits to it and all ancillary agreements executed contemporaneously with this Agreement, constitutes the entire agreement between you and us with reference to the subject matter of this Agreement and supersede any and all prior negotiations, understandings, representations and agreements; **provided, however, that nothing in this or any related agreement shall disclaim or require you to waive reliance on any representation that Franchisor made in the most recent Franchise Disclosure Document (including its exhibits and amendments) that Franchisor delivered to Franchisee or its representative, subject to any agreed-upon changes to the contract terms and conditions described in that Franchise Disclosure Document and reflected in this Agreement (including any riders or addenda signed at the same time as this Agreement..** There are no other oral or written understandings or agreements between you and us concerning the subject matter of this Agreement. Except as expressly provided otherwise in this Agreement, this Agreement may be modified only by written agreement signed by both you and us. Nothing contained in the Agreement waives any of the Franchisee's right to rely on the disclosure made by the Franchisor in its Uniform Franchise Disclosure Document or any corresponding rights the Franchisee has under the Illinois Franchise Disclosure Act

19.14. **No Liability to Others; No Other Beneficiaries.** We will not, because of this Agreement or by virtue of any approvals, advice or services provided to you, be liable to any person or legal entity who is not a party to this Agreement. Except as specifically described in this Agreement, no other party has any rights because of this Agreement.

19.15. **Construction.** The headings of the sections are for convenience only. If two or more persons are at any time franchise owners hereunder, whether or not as partners or joint venturers, their obligations and liabilities to us are joint and several. This Agreement may be signed in multiple copies, each of which will be an original. "A or B" means "A" or "B" or both.

19.16. **Certain Definitions.** The term "family member" refers to parents, spouses, offspring and siblings, and the parents and siblings of spouses. The term "affiliate" means any Business Entity directly or indirectly owned or controlled by a person, under common control with a person or controlled by a person. The terms "franchisee, franchise owner, you and your" are applicable to one or more persons, a Business Entity, as the case may be. The singular use of any pronoun also includes the plural and the masculine and neuter usages include the other and the feminine. The term "person" includes individuals or Business Entities. The term "section" refers to a section or subsection of this Agreement. The word "control" means the power to direct or cause the direction of management and policies. The word "owner" means any person holding a direct or indirect, legal or beneficial ownership interest or voting rights in another person (or a transferee of this Agreement or an interest in you), including any person who has a direct or indirect interest in you or this Agreement and any person who has any other legal or equitable interest, or the power to vest in himself any legal or equitable interest, in the revenue, profits, rights or assets.

19.17. **Timing is of the Essence.** It will be a material breach of this Agreement to fail to perform any obligation within the time required or permitted by this Agreement. In computing time periods from one date to a later date, the words "from" and "commencing on" (and the like) mean "from and including"; and the words "to," "until" and "ending on" (and the like) mean "to but excluding." Indications of time of day mean Jacksonville, Florida time.

## 20. **DISPUTE RESOLUTION.**

20.1. **Mediation.** During the Term, certain disputes may arise between you and us that may be resolvable through mediation. To facilitate such resolution, you and we agree that each party must, before commencing any arbitration proceeding, submit the dispute for non-binding arbitration at a mutually agreeable location (if you and we cannot agree on a location, the mediation will be conducted at our headquarters) to 1 mediator, appointed under the American Arbitration Association's Commercial Mediation Rules. The mediator will conduct a mediation in accordance with such rules. You and we agree that any statements made

by either you or us in any such mediation proceeding will not be admissible in any subsequent arbitration or other legal proceeding. Each party will bear its own costs and expenses of conducting the mediation and share equally the costs of any third parties who are required to participate. Nevertheless, both you and we have the right in a proper case to obtain temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction. However, the parties must immediately and contemporaneously submit the dispute for non-binding mediation. If any dispute between the parties cannot be resolved through mediation within 60 days following the appointment of a mediator, the parties must submit the dispute to arbitration subject to the following terms and conditions.

20.2. **Agreement to Arbitrate.** Except for claims (as defined below) related to or based on the Marks (which at our sole option may be submitted to any court of competent jurisdiction) and except as otherwise expressly provided by section 20.4 of this agreement, any litigation, claim, dispute, suit, action, controversy, proceeding or otherwise (“**Dispute**”) between or involving you and us (and/or involving you and/or any claim against or involving any of our or our affiliates’ shareholders, directors, partners, officers, employees, agents, attorneys, accountants, affiliates, guarantors or otherwise) and/or between or involving you and any of our area representatives, which are not resolved within 45 days of notice from either you or we to the other, or you to one of our area representatives, will be submitted to arbitration to the office of the American Arbitration Association closest to our headquarters in Jacksonville, Florida. The arbitration will be conducted by the American Arbitration Association pursuant to its commercial arbitration rules. All matters relating to arbitration will be governed by the federal arbitration act (9 U.S.C. §§1 et seq.) And not by any state arbitration law. The parties to any arbitration will execute an appropriate confidentiality agreement, excepting only such disclosures and filings as are required by law.

20.3. **Place and Procedure.** The arbitration proceedings will be conducted at our headquarters in Jacksonville, Florida. Any dispute and any arbitration will be conducted and resolved on an individual basis only and not a class-wide, multiple plaintiff or similar basis. Any such arbitration proceeding will not be consolidated with any other arbitration proceeding involving any other person, except for disputes involving affiliates of the parties to such arbitration. The parties agree that, in connection with any such arbitration proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by rule 13 of the federal rules of civil procedure) within the same proceeding as the dispute to which it relates. Any such dispute which is not submitted or filed in such proceeding will be barred.

20.4. **Awards and Decisions.** The proceedings will be heard by 1 arbitrator. The arbitrator will have the right to award any relief which he deems proper in the circumstances, including, for example, money damages (with interest on unpaid amounts from their due date(s)), specific performance, temporary and/or permanent injunctive relief, and reimbursement of attorneys’ fees and related costs to the prevailing party. The arbitrator will not have the authority to award exemplary or punitive damages except as otherwise permitted by this agreement, nor the right to declare any Mark generic or otherwise invalid. You and we agree to be bound by the provisions of any limitations or the time on which claims must be brought under applicable law or under this Agreement, whichever expires earlier. The award and decision of the arbitrator will be conclusive and binding and judgment on the award may be entered in any court of competent jurisdiction. The parties acknowledge and agree that any arbitration award may be enforced against either or both of them in a court of competent jurisdiction and each waives any right to contest the validity or enforceability of such award. Without limiting the foregoing, the parties will be entitled in any such arbitration proceeding to the entry of an order by a court of competent jurisdiction pursuant to an opinion of the arbitrator for specific performance of any of the requirements of this Agreement. Judgment upon an arbitration award may be entered in any court having jurisdiction and will be binding, final and non-appealable.

20.5. **Specific Performance.** Nothing in this Agreement will prevent either you or we from obtaining temporary restraining orders and temporary or preliminary injunctive relief in a court of competent jurisdiction. However, you and we must contemporaneously submit the dispute for arbitration on the merits.

20.6. **Third Parties.** The arbitration provisions of this Agreement are intended to benefit and bind certain third party non-signatories, and all of yours and our principal owners and affiliates.

20.7. **Survival.** This provision continues in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement for any reason.

21. **NOTICES AND PAYMENTS.**

All notices and reports permitted or required under this Agreement or by the Manuals must be in writing and will be deemed delivered:

- (a) at the time delivered by hand;
- (b) 1 business day after transmission by facsimile, telecopy, e-mail, or other electronic system;
- (c) 2 business days after being placed in the hands of a commercial airborne courier service for next business day delivery; or
- (d) 3 business days after placement in the United States mail by registered or certified mail, return receipt requested, postage prepaid.

Delivery by facsimile, e-mailed and electronic means constitutes a writing and does not require designation of a physical address (as otherwise stated below). All such notices must be addressed to the parties as follows:

If to Us: FIREHOUSE OF AMERICA, LLC  
12735 Gran Bay Parkway, Suite 150  
Jacksonville, Florida 32258  
Attention: \_\_\_\_\_

If to You: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Either you or we may change the address for delivery of all notices and reports and any such notice will be effective within 10 business days of any change in address. Any required payment or report not actually received by us during regular business hours on the date due (or postmarked by postal authorities at least 2 days prior to such date, or in which the receipt from the commercial courier service is not dated prior to 2 days prior to such date) will be deemed delinquent.

This Agreement may be signed with full legal force and effect using electronic signatures and records.

Intending to be bound, you and we sign and deliver this Agreement in 2 counterparts on the Agreement Date.

“US”:

“YOU”:

**FIREHOUSE OF AMERICA, LLC**

\_\_\_\_\_  
*[Business Entity Name]*

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

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

**EXHIBIT “A”  
TO THE  
FIREHOUSE OF AMERICA, LLC  
FRANCHISE AGREEMENT**

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**EXHIBIT "B"**  
**TO THE**  
**FIREHOUSE OF AMERICA, LLC**  
**FRANCHISE AGREEMENT**

**LIABILITY WAIVER AND RELEASE**

I, \_\_\_\_\_, want to enroll in the observation and evaluation process and/or attend the training programs (the "**Observation Process**") offered by Firehouse of America, LLC ("**FOA**") in assess suitability to own, operate and/or manage a Firehouse Subs® Restaurant pursuant to a franchise agreement between FOA and either me, my employer, or a company with which I am affiliated. To induce FOA to allow me to participate in the Observation Process and/or training programs, I agree, attest and acknowledge the following:

- (1) During the Observation Process and/or the training programs at a Firehouse Subs® Restaurant and through other training facilities during which I may handle or operate food service equipment and supplies and, therefore, there is a risk of injury and harm.
- (2) I understand and acknowledge that I am not an employee of FOA or its affiliates for any purpose whatsoever.
- (3) Since I am not an employee of FOA, I will not be entitled to any workers compensation coverage from FOA or any of its affiliates (although I may be entitled to such coverage from my own employer).
- (4) I waive any right to sue for damages or other relief, and release any claim I may have against FOA and/or any of its affiliates, agents, officers and directors, for any claims, losses, damages, liabilities or obligations that arise out of any injury I suffer during and as a result of my participating in the foregoing programs with FOA.
- (5) My participation in the Observation Process and/or training programs does not entitle me to a Firehouse Subs® franchise. Franchises are granted only by separate written agreements.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_



**EXHIBIT "B"**  
**TO THE**  
**FIREHOUSE OF AMERICA, LLC**  
**FRANCHISE AGREEMENT**

**RENEWAL ADDENDUM**

This **RENEWAL ADDENDUM** (this "**Addendum**") is effective as of \_\_\_\_\_, 20\_\_\_\_ (the "**Effective Date**"), between **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company ("**we**," "**us**," "**our**" or the "**Franchisor**"), and \_\_\_\_\_, a(n) \_\_\_\_\_ (collectively, "**you**," "**your**" or the "**Franchisee**") (you and we are sometimes collectively referred to as "**parties**" and each are sometimes separately referred to as a "**party**") and amends the Franchise Agreement between the parties dated effective as of \_\_\_\_\_, 20\_\_ (the "**Current Agreement**") for a FIREHOUSE SUBS® Restaurant located at \_\_\_\_\_ (the "**Site**"). This Addendum modifies certain aspects of the Current Agreement to reflect the fact that you are obtaining a renewal franchise and that you are an experienced operator of a FIREHOUSE SUBS® Restaurant.

1. **Incorporation and Precedence.** This Addendum: (a) is an integral part of, and is incorporated into the Current Agreement; and (b) governs, controls and supersedes any inconsistent or conflicting provisions of the Current Agreement. Terms not otherwise defined in this Addendum have the meanings as defined in the Current Agreement. Any references to the Current Agreement also include this Addendum, unless the context expressly provides otherwise.

2. **Status.** You have been operating a FIREHOUSE SUBS® Restaurant at the Site under an Agreement with us dated \_\_\_\_\_, \_\_\_\_\_ (the "**Prior Agreement**"). The Prior Agreement is expiring \_\_\_\_\_, \_\_\_\_\_, and you want to obtain a renewal franchise from us.

3. **Successor Franchise Fee.** On the Effective Date, you will pay us by wire transfer the Successor Franchise Fee of \$5,000 (equal to 1/4 of our current initial franchise fee of \$20,000).

4. **Initial Franchise Fee.** You are not required to pay us our initial franchise fee under the Current Agreement.

5. **Term.** The term of the Franchise and the Current Agreement begins on the Effective Date and continues for 5 years until the day before the 5th anniversary of the Effective Date (or \_\_\_\_\_, 20\_\_\_\_). Otherwise, references to Term will mean the foregoing 5-year period.

6. **Site Selection.** Neither you nor we will have any obligations as to Site Selection.

7. **Restaurant Opening.** Neither you nor we will have any obligations as to Restaurant Opening.

8. **Market Introduction Program.** We will not require you to conduct a market introduction advertising and promotional program.

9. **Initial Training.** We will not be required to provide, and you will not be required to attend, Initial Training.

10. **Modification of System Standards.** We will not require you to spend more than \$75,000 during the term of the Current Agreement in connection with Capital Modifications.

11. **Acquisition.** Upon expiration of the Current Agreement, you will have the right to acquire a successor franchise for 1 additional 5-year term.

12. **Conditions.** This Addendum will not be effective and the Current Agreement will not be

renewed unless, simultaneous with signing this Addendum:

- (a) **Releases:** you sign and deliver to us a release in the form attached as Exhibit "A."
- (b) **Renewal Fee:** you pay us the renewal fee and we have received it in our designated bank account.
- (c) **Remodeling and/or Expansion:** You have completed the remodeling and/or expansion of the Restaurant and other improvements or modifications that we have required to bring the Restaurant into compliance is our specifications and standards.
- (d) **Deficiencies:** You have taken any and actions that we have required to correct any and all operating deficiencies.

13. **Remaining Terms Unaffected:** The remaining terms of the Current Agreement are unaffected by this Addendum and remaining binding on the parties.

Intending to be bound, the parties to this Addendum now sign and deliver this Addendum in multiple counterparts.

**WE:**

**YOU:**

**FIREHOUSE OF AMERICA, LLC**

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

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

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**EXHIBIT "A"**  
**TO RENEWAL ADDENDUM**  
**FORM OF RELEASE**

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**RELEASE**

**THIS RELEASE** is given by \_\_\_\_\_ and its predecessors, agents, affiliates, legal representatives, successors, assigns, heirs, beneficiaries, executors and administrators (collectively, the "**Franchisee**"), to **FIREHOUSE OF AMERICA, LLC** and all of its predecessors, directors, officers, shareholders, agents, affiliates, legal representatives, agents, successors, assigns, heirs, beneficiaries, executors and administrators (collectively, the "**Franchisor**," "**we**," "**us**" or "**our**").

Effective on the date of this Release, the Franchisee forever releases and discharges us from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature or kind, in law or in equity, which the Franchisee now has or ever had against us, including without limitation, anything arising out of that certain Franchise Agreement dated \_\_\_\_\_, \_\_\_\_\_ (the "**Prior Agreement**"), the franchise relationship between the Franchisee and us, and any other relationships between the Franchisee and us; except our obligations under the Franchise Agreement dated \_\_\_\_\_, \_\_\_\_\_ and the Renewal Addendum dated as of \_\_\_\_\_, \_\_\_\_\_ (collectively, the "**Current Agreement**") and the franchise relationship between you and us after \_\_\_\_\_, \_\_\_\_\_. This Release is effective for: (a) any and all claims and obligations, including those of which the Area Representative is not now aware; and (b) all claims the Franchisee has from anything which has happened up to now.

The Franchisee is bound by this Release. The Franchisee freely and voluntarily gives this Release to us for good and valuable consideration and we acknowledge its receipt and sufficiency.

The Franchisee represents and warrants to us that it has not assigned or transferred to any other person any claim or right it had or now has relating to or against us.

In this Release, each pronoun includes the singular and plural as the context may require.

This Release is governed by Florida law.

This Release is effective \_\_\_\_\_, 20\_\_\_\_, notwithstanding the actual date of signatures.

**IN WITNESS WHEREOF**, the undersigned executes this Release:

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

**STATE OF** \_\_\_\_\_ )  
**COUNTY OF** \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Signature of Notary  
Printed Name of Notary \_\_\_\_\_  
Notary Public, State of Florida  
Serial Number of Notary \_\_\_\_\_

**EXHIBIT D TO THE DISCLOSURE DOCUMENT**

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**FORM OF  
AREA DEVELOPMENT AGREEMENT**

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**FIREHOUSE OF AMERICA, LLC**  
**AREA DEVELOPMENT AGREEMENT**

**THIS AREA DEVELOPMENT AGREEMENT** (the “**Agreement**”) is effective as of \_\_\_\_\_, 20\_\_ (the “**Agreement Date**”). The parties to this Agreement are **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company, with its principal business address at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (referred to in this Agreement as “**we**,” “**us**” or “**our**”), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ (referred to in this Agreement as “**you**,” “**your**” or “**Developer**”).

1.1. **The FIREHOUSE SUBS® System.** We and our affiliates have expended considerable time and effort in a sandwich restaurant shop specializing in large portion hot submarine style sandwiches in a unique fire-fighting atmosphere and decorum at an economical price (a “**FIREHOUSE SUBS® Restaurant**” or “**Restaurant**”). FIREHOUSE SUBS® Restaurants operate under the service marks and trade name “**FIREHOUSE SUBS® Est. 1994 and design**,” “**FIREHOUSE SUBS® and design**,” “**FIREHOUSE SUBS®**” and under distinctive business formats, methods, procedures, designs, layouts, signs, equipment, menus, recipes, trade dress, standards and specifications, all of which we may improve, further develop or otherwise modify from time to time (the “**System**”). We commission, use, promote and license in the operation of a FIREHOUSE SUBS® Restaurant certain trademarks, service marks and other commercial symbols, including the trade and service marks “**FIREHOUSE SUBS® Est. 1994 and design**,” “**FIREHOUSE SUBS® and design**,” “**FIREHOUSE SUBS®**” and other associated logos, copyrighted works, designs, Art, trade dress, trademarks, service marks, commercial symbols, and e-names, which will gain or have gained and continue to gain public acceptance and goodwill, and may create, commission, use and license additional trademarks, service marks, e-names, copyrighted works, Art and commercial symbols in conjunction with the operation of FIREHOUSE SUBS® Restaurants (collectively, the “**Marks**”). We grant to persons who meet our qualifications and are willing to undertake the investment and effort, the right to acquire franchises to own and operate FIREHOUSE SUBS® Restaurants within a specific geographic area (a “**Development Area**”). You have applied for the right to develop, own and operate FIREHOUSE SUBS® Restaurants in a specific Development Area.

1.2. **Intention and Purposes.** Before or simultaneously with signing this Agreement, you and we (or your Controlled Affiliate, as defined below) signed or are signing a Franchise Agreement pursuant to which you (or such Controlled Affiliate) will operate a FIREHOUSE SUBS® Restaurant (the “**Current Franchise Agreement**”). You and we are signing this Agreement because you would like the right to develop and operate a number of FIREHOUSE SUBS® Restaurants within a certain geographic area over a certain period of time, and we are willing to grant you those rights if you comply with this Agreement’s terms and conditions.

1.3. **Business Organization.** If you are at any time a business organization (“**Business Entity**”) (like a corporation, limited liability company or partnership) you agree and represent that:

(a) you have the authority to execute, deliver and perform your obligations under this Agreement and are duly organized or formed and validly existing in good standing under the laws of the state of your incorporation or formation;

(b) your organizational or governing documents will recite that the issuance and transfer of any ownership interests in you are restricted by the terms of this Agreement, and all certificates and other documents representing ownership interests in you will bear a legend referring to the restrictions of this Agreement;

(c) the Principal Owners Statement will completely and accurately describe all of your owners and their interests in you. A copy of our current form of Principal Owners Statement is attached to the Franchise Disclosure Document you were furnished;

(d) you and your owners agree to revise the Principal Owners Statement as may be necessary to reflect any ownership changes and to furnish such other information about your organization or formation as we may request (no ownership changes may be made without our approval);

(e) each of your owners during the Term will sign and deliver to us our standard form of Principal Owner's Guaranty undertaking to be bound jointly and severally by all provisions of this Agreement and any other agreements between you and us. A copy of our current form of Principal Owners Guaranty is attached to the Franchise Disclosure Document; and

(f) at our request, you will furnish true and correct copies of all documents and contracts governing the rights, obligations and powers of your owners and agents (like articles of incorporation or organization and partnership, operating or shareholder agreements).

## 2. **TERM**

2.1. **Term of Agreement.** This Agreement commences on the Agreement Date and expires on the earlier of (the "**Term**"): (i) \_\_\_\_\_, 20\_\_; (ii) the last day of the Development Schedule; or (iii) the opening of the last FIREHOUSE SUBS® Restaurant specified in the Development Schedule. This Agreement may be terminated before it expires in accordance with its terms. Upon expiration or termination of this Agreement, you will **not** have any further rights to acquire franchises to operate FIREHOUSE SUBS® Restaurants; but you may continue to develop, own and operate all FIREHOUSE SUBS® Restaurants subject to franchise agreements (the "**Franchise Agreement(s)**") with us in accordance with their terms.

2.2. **Modification of Term.** At the end of the 3rd Development Period, and every 36 months thereafter, we will reassess the prospects for the development of FIREHOUSE SUBS® Restaurants in the Development Area. At that time, we may adjust the number of Restaurants to be developed within the Development Area to account for growth in population and other relevant demographics. If we do so, you and we will agree on a new Development Schedule by increasing the number of Restaurants that you are to develop and extending the Development Period, based on the average time for the development and opening of new Restaurants in the current Development Schedule or as otherwise mutually agreed upon (the "**New Schedule**"). If you do not agree to the New Schedule, then we may develop additional FIREHOUSE SUBS® Restaurants within the Development Area either ourselves or through other franchisees, but you will maintain the right and obligation to own, open and operate the number of Restaurants in accordance with, and subject to, the Development Schedule.

## 3. **DEVELOPMENT RIGHTS AND OBLIGATIONS.**

3.1. **Development Rights.** If you (and your affiliates) are in full compliance with all of the provisions of this Agreement and all of the Franchise Agreements, then during the Term, we will grant to you (or your Controlled Affiliate) franchises to develop, own and operate \_\_\_ FIREHOUSE SUBS® Restaurants (including the Restaurant covered by the Current Franchise Agreement) to be located within the following Development Area encompassing the following geographic area: \_\_\_\_\_

\_\_\_\_\_ in the state(s) of \_\_\_\_\_.

If the Development Area is identified by city or other political subdivisions, political boundaries will be considered fixed as of the Agreement Date, notwithstanding any political reorganization or change to the boundaries. The parties may depict the Development Area on a map attached to this Agreement and initialed by the parties as Exhibit "A." However, if there is any inconsistency between the language in this text and the attached map, the language in this text of this Agreement will control. All street boundaries will be deemed to end at the street's centerline unless otherwise specified. Pursuant to these development rights, you must open the Restaurants according to the mandatory Development Schedule described below. In this Agreement, the term "**Controlled Affiliate**" means any Business Entity of which you or one or more of your majority owners

owns at least 51% of the total authorized ownership interest, as long as you or such owner(s) have the right to control the Business Entity's management and policies.

3.2. **Exclusivity.** If you and your Controlled Affiliates are in full compliance with this Agreement and all other agreements between you (or any of your Controlled Affiliates) and us, including, without limitation, any franchise agreement then in effect between you (or any Controlled Affiliate) and us for the operation of FIREHOUSE SUBS® Restaurants, then during the Term only, and except as otherwise provided in this Agreement, neither we nor our affiliates will operate, or authorize any other party to operate, a FIREHOUSE SUBS® Restaurant, the physical premises of which are located within the Development Area. You acknowledge and agree that we may exercise any and all other rights that we now reserve in any Franchise Agreement (and related documents). After this Agreement ends, regardless of the reason, we and our affiliates may engage, and allow others to engage, in any activities we desire within and outside the Development Area, without any restrictions whatsoever, subject to only your (or any affiliate's) rights under Franchise Agreements with us then in effect.

3.3. **Rights We Reserve.** We (and our affiliates) retain the right in our sole discretion to:

(a) solicit prospective Franchisees and grant other persons Franchises, or other rights to operate FIREHOUSE SUBS® Restaurants: through national or regional advertising, trade shows or conventions, or using or through the Internet, Intranet or other forms of e-commerce or through similar means;

(b) own and operate FIREHOUSE SUBS® Restaurants ourselves or through affiliates anywhere, except your Development Area unless otherwise authorized pursuant to Section 3.2 above.;

(c) sell, solicit, recruit and provide services for FIREHOUSE SUBS® Restaurants or any franchised business not defined as a FIREHOUSE SUBS® Restaurant in this Agreement;

(d) sell, and provide the services authorized for sale by, FIREHOUSE SUBS® Restaurants under the Marks or other trade names, trademarks, service marks and commercial symbols through similar or dissimilar channels (like telephone, mail order, kiosk, co-branded sites and sites located within other retail businesses, stadiums, Intranet, Internet, web sites, wireless, email or other forms of e-commerce) for distribution within and outside of your Development Area and pursuant to such terms and conditions as we consider appropriate;

(e) solicit prospective franchisees for, and own and operate, businesses and restaurants of any other kind or nature, anywhere.

3.4. **Development Obligations.** During the Term, you will at all times faithfully, honestly and diligently perform your obligations and continuously exert your best efforts to promote and enhance the development of FIREHOUSE SUBS® Restaurants within the Development Area. You agree to:

(a) Obtain locations and premises for FIREHOUSE SUBS® Restaurants within the Development Area approved by us; and

(b) Sign Franchise Agreements to develop and open, and continue in operation, the number of FIREHOUSE SUBS® Restaurants within the time periods (the "**Development Periods**") mandated by the schedule (the "**Development Schedule**") below:



Development Period	Restaurant Openings	Dates Restaurants Must Be Opened By (“Opening Date”)	Cumulative Number of Restaurants Open and in Operation
1		_____, ____	
2		_____, ____	
3		_____, ____	
4		_____, ____	
5		_____, ____	

Development Period 1 ends on the first Opening Date above. After that, each Development Period begins on the next day and ends on the next Opening Date (specified in column 3) and so on.

(c) However, we will not grant you a franchise for the second Restaurant until the first Restaurant has achieved certification as a training Restaurant for your Franchise organization. We will not grant you a franchise for an additional Restaurant unless (a) each preceding Restaurant has been open and in operation for at least 3 months, unless otherwise specified; (b) is profitable based on the accounting system we specify; (c) is operated in full compliance with their respective Franchise Agreements; and (d) has a Certified General Manager assigned to the Restaurant on a full-time capacity. You are solely responsible for the terms and conditions of the Certified General Manager’s employment.

3.5. **Effect of Failure.** Strict compliance with the Development Schedule is of the essence. If you do not timely meet the Development Schedule, you will be in default. Any such default constitutes a material breach of this Agreement and we may:

- (a) Terminate this Agreement;
- (b) Have the right to operate or grant franchises to operate FIREHOUSE SUBS® Restaurants within the Development Area;
- (c) Grant you an extension under the Development Schedule for such time period and for a nonrefundable extension fee equal to the balance of the Franchise Fees for the number of FIREHOUSE SUBS® Restaurants remaining to be opened under the Development Schedule; or
- (d) Reduce the Development Area and the Development Schedule to a size and magnitude that we estimate you are capable of operating otherwise in accordance with this Agreement.

4. **DEVELOPMENT FEE**

4.1. **Amount.** You agree to pay us a Development Fee of \$\_\_\_\_\_, which is ½ of the current initial franchise fee times the number of additional Restaurants to be developed. The Development Fee constitutes payment only for the exclusive rights we grant you under this Agreement. The Development Fee must be paid on the Agreement Date. The Development Fee is fully earned by us and non-refundable.

4.2. **New Schedule.** If you and we agree to the New Schedule, you will, at that time, pay us an additional nonrecurring and nonrefundable Development Fee in an amount equal to 1/2 of the then-current initial franchise fee times the number of additional Restaurants to be developed based on the New Schedule. If we do so, you and we will agree on a new Development Schedule (the “**New Schedule**”). The basis of the New Schedule will be that a minimum of one new Restaurant will be open and in operation every 6 months.

If this pace does not deliver the number of total Restaurants specified in the New Schedule within the original time frame designated in the original Development Schedule, then the New Schedule will be extended so as to allow for the development of the new total number of units, with a pace of development of 1 Restaurant per 6 months. If you do not agree with the New Schedule, then we may develop additional FIREHOUSE SUBS® Restaurants within the Development Area either ourselves or through other franchisees, but you will maintain the right and obligation to own, open and operate the Restaurants subject to the original Development Schedule.

## 5. **GRANT OF FRANCHISES**

5.1. **Franchise Agreements.** You (or a Controlled Affiliate) must enter into our then-current form of franchise agreement for each Restaurant, and your guarantors must personally guaranty your obligations under them pursuant to our then-current form of Principal Owners Guaranty. However, such Franchise Agreements will be modified by this Agreement as follows:

(a) *Initial Franchise Fee* The initial franchise fee for each Restaurant will be reduced to ½ of our then current initial franchise fee and must be paid on the effective date of the Franchise Agreement for that Restaurant.

(b) *Trade Area:* The Trade Area of each Restaurant will be the geographic area specified in the franchise agreement for that Restaurant.

(c) *Initial Training:* You are responsible for the training of the General Manager for each subsequent Restaurant on your Development Schedule (or New Schedule). At least one General Manager must have satisfactorily completed our certification training program conducted in Jacksonville, Florida (or at an alternative location that we may designate), and meet all qualifications as a Certified General Manager. We set and change the standards and qualifications for meeting that status from time to time. All Certified General Managers must maintain their status based on our then-current standards. Approval for the development of subsequent Restaurants is contingent upon satisfaction of our Certified General Manager requirements. Our certification training does not address in any way the terms and conditions of employment; only Restaurant operations, opening and training.

5.2. **Grant of Franchises.** You agree to give us all information and materials we request to assess each proposed Restaurant site and your (or your Controlled Affiliate's) financial and operational ability to develop and operate each proposed Restaurant. We will not unreasonably withhold approval of any site you propose that meets our then-current criteria for population density and other demographic characteristics, visibility, traffic flow, competition, accessibility, parking, size and other physical and commercial characteristics. We have the absolute right to disapprove any site that does not meet these criteria and other criteria that we may develop from time to time. We agree to use reasonable efforts to review and approve the sites that you propose within 30 days after we receive all requested information and materials. If we approve a proposed site and your (or your Controlled Affiliate's) financial and operational ability to develop and operate the proposed Restaurant, then you or your approved Controlled Affiliate, must sign a separate franchise agreement for that Restaurant. If neither you nor your Controlled Affiliate do so (including the owners for documents that need to be signed by them), or are unable to obtain lawful possession of the proposed site within a reasonable time after we approve of the proposed site, then we may withdraw our approval. Neither you nor any Controlled Affiliate may sign any lease or sublease for a site without our prior acceptance and without first signing and complying with any Franchise Agreement. After you (or your Controlled Affiliate) sign the Franchise Agreement, the terms and conditions of it will control the development and operation of that Restaurant, with the exception that it must be opened within the time limits specified in the Development Schedule.

5.3. **Franchise Status.** This Agreement does not create a franchise relationship between you and us. Any franchise relationship between you and us, and our license to you to use the Marks and the System, are created solely by signing a Franchise Agreement.

6. **TRANSFER.**

6.1. **By Us.** This Agreement is fully transferable by us and will inure to the benefit of any transferee or other legal successor to our interests.

6.2. **By You.** You understand and acknowledge that the rights and duties created by this Agreement are personal to you (or, if you are a Business Entity, to your owners) and that we have granted the development rights outlined in this Agreement to you in reliance upon our perceptions of your (or your owners') individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Accordingly, this Agreement (or any interest in it) is not transferable by you under any circumstances whatsoever. Furthermore, this Agreement will automatically terminate if any other transaction or event occurs that constitutes a "transfer" under this Agreement, including any sale, exchange or disposition of any ownership or other interest in you or any of the Restaurants. As used in this Agreement, the term "**transfer**" includes your (or your owners') voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in: (a) this Agreement or your rights under it; or (b) you. An assignment, sale, gift or other disposition includes the following events:

- (i) transfer of ownership of 10% or more of any capital stock or a partnership interest or any other interest that affects control over the Business Entity;
- (ii) merger or consolidation or issuance of additional securities or interests representing an ownership interest in you;
- (iii) any issuance or sale of your stock or any security convertible to your stock;
- (iv) transfer of an interest in you, this Agreement or any of the Restaurants in a divorce, insolvency or corporate or partnership dissolution proceeding or otherwise by operation of law;
- (v) transfer of an interest in you, this Agreement or the business, in the event of your death or the death of one of your owners, by will, declaration of or transfer in trust or under the laws of intestate succession; or
- (vi) pledge of this Agreement (to someone other than us) or of an ownership interest in you as security.

Furthermore, this Agreement and your and our respective obligations under it will automatically terminate if (a) you sell any of your Restaurants or transfer any of the Franchise Agreements without our prior written permission; and/or (b) you attempt to transfer or assign any rights under this Agreement.

6.3. **Transfer to a Business Entity.** If you are in full compliance with this Agreement, you may transfer this Agreement to a Business Entity that conducts no business other than the development of the Restaurants and, if applicable, other FIREHOUSE SUBS® Restaurants so long as you own, control and have the right to vote 51% or more of its issued and outstanding ownership interests (like stock or partnership interests) and you guarantee its performance under this Agreement. All other owners are subject to our approval. The organizational or governing documents of the Business Entity must recite that the issuance and transfer of any ownership interests in the Business Entity are restricted by the terms of this Agreement, are subject to our approval, and all certificates or other documents representing ownership interests in the Business Entity must bear a legend referring to the restrictions of this Agreement. As a condition of our approval of the issuance or transfer of ownership interests to any person other than you, we may require (in addition to the other requirements we have the right to impose) that the proposed owner sign an agreement, in a form provided or approved by us, agreeing to be bound jointly and severally by, to comply with, and to guarantee the performance of, all of the your obligations under this Agreement.

6.4. **Transfer Upon Death or Disability.** Upon your death or disability or, if you are a Business Entity, the death or disability of the owner of a controlling interest in you, we may require you (or such owner's executor, administrator, conservator, guardian or other personal representative) to transfer your interest in this Agreement (or such owner's interest in you) to a third party. Such disposition (including, without limitation, transfer by bequest or inheritance) must be completed within the time we designate, not less than 1 month but not more than 6 months from the date of death or disability. Such disposition will be subject to all of the terms and conditions applicable to transfers contained in this Section. A failure to transfer your interest in this Agreement or the ownership interest in you within this period of time constitutes a breach of this Agreement. For purposes of this Agreement, the term "**disability**" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent you or an owner of a controlling interest in you from managing and operating the Restaurants. If, upon your death or disability or the death or disability of the owner of a controlling interest in you, the business is not being managed by a trained manager, 15 days from the date of death or disability, we may appoint a manager to operate the business.

## 7. **TERMINATION OF AGREEMENT.**

7.1. **On Notice.** We have the right to terminate this Agreement, effective upon delivery of written notice of termination to you, if:

- (a) you (or any of your owners) have made any material misrepresentation or omission in connection with your purchase of these development rights;
- (b) you fail to meet the Development Schedule;
- (c) you surrender or transfer control of this Agreement or the business without our prior written consent;
- (d) you (or any of your owners) are or have been convicted by a trial court of, or plead or have pleaded no contest, or guilty, to, a felony or other serious crime or offense;
- (e) you (or any of your owners) engage in any dishonest or unethical conduct which may adversely affect the reputation of the Restaurant or another FIREHOUSE SUBS® Restaurant or the goodwill associated with the Marks;
- (f) you (or any of your owners) make an unauthorized assignment of this Agreement or of an ownership interest in you, the Restaurant or the Art;
- (g) in the event of your death or disability or the death or disability of the owner of a controlling interest in you, this Agreement or such owner's interest in you is not assigned as required under this Agreement;
- (h) you (or any of your owners) fail to comply with any other provision of this Agreement or any other agreements with us; or
- (i) you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due; you consent to the appointment of a receiver, trustee or liquidator of all or the substantial part of your property; unless any order appointing a receiver, trustee or liquidator of you is not vacated within 30 days following the entry of such order.

7.2. **After Notice.** We may also terminate this Agreement after we notify you of our intention to do so because of the occurrence of any of the following events and your failure to cure it within 30 days of our notice:

- (a) if you are a Business Entity, failure to maintain active status in your state of organization;
- (b) you violate any provision of this Agreement or any other agreement with us or any of our affiliates;
- (c) continued violation of any law, ordinance, rule or regulation of a governmental agency; or
- (d) failure to obtain any approvals or consents required by this Agreement.

## 8. **RELATIONSHIP OF THE PARTIES/INDEMNIFICATION.**

8.1. **Independent Contractors.** You and we understand and agree that this Agreement does not create a fiduciary relationship between you and us, that we and you are and will be independent contractors and that nothing in this Agreement is intended to make either you or us a general or special agent, joint venturer, partner or employee of the other for any purpose. You agree to conspicuously identify yourself in all dealings with customers, suppliers, public officials, Restaurant personnel and others as the owner of the business under an Area Development Agreement we have granted and to place such notices of independent ownership on such forms, business cards, stationery and advertising and other materials as we may require from time to time.

8.2. **No Liability for Acts of Other Party.** You agree not to employ any of the Marks in signing any contract or applying for any license or permit, or in a manner that may result in our liability for any of your indebtedness or obligations, and that you will not use the Marks in any way we have not expressly authorized. Neither we nor you will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name or on behalf of the other, represent that our respective relationship is other than franchisor and developer or be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized in writing. We will not be obligated for any damages to any person or property directly or indirectly arising out of the operation of the business you conduct pursuant to this Agreement.

8.3. **Indemnification.** You agree to indemnify, defend and hold harmless us, our affiliates and our respective shareholders, directors, officers, employees, agents, successors and assignees (the “**Indemnified Parties**”) against and to reimburse any one or more of the Indemnified Parties for all claims, obligations and damages described in this Section, any and all taxes described in this Agreement and any and all claims and liabilities directly or indirectly arising out of the operation of your business (even if our negligence is alleged) or your breach of this Agreement. For purposes of this indemnification, “**claims**” includes all obligations, damages (actual, consequential or otherwise) and costs reasonably incurred in the defense of any claim against any of the Indemnified Parties, including, without limitation, reasonable accountants’, arbitrators’, attorneys’ and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of litigation, arbitration or alternative dispute resolution and travel and living expenses. We have the right to defend any such claim against us. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. Under no circumstances will we or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise to mitigate our, their or your losses and expenses, in order to maintain and recover fully a claim against you. You agree that a failure to pursue such recovery or mitigate a loss will in no way reduce or alter the amounts we or another Indemnified Party may recover from you.

## 9. **ENFORCEMENT.**

9.1. **Severability; Substitution of Valid Provisions.** Except as otherwise stated in this Agreement, each term of this Agreement, and any portion of any term, are severable. The remainder of this Agreement will continue in full force and effect. To the extent that any provision restricting your competitive activities is deemed unenforceable, you and we agree that such provisions will be enforced to the fullest extent

permissible under governing law. This Agreement will be deemed automatically modified to comply with such governing law if any applicable law requires: (a) a greater prior notice of the termination of or refusal to renew this Agreement; or (b) the taking of some other action not described in this Agreement; or (c) if any FIREHOUSE SUBS® System Standard is invalid or unenforceable. We may modify such invalid or unenforceable provision to the extent required to be valid and enforceable. In such event, you will be bound by the modified provisions.

9.2. **Waivers.** We will not be deemed to have waived our right to demand exact compliance with any of the Terms, even if at any time: (a) we do not exercise a right or power available to us under this Agreement; or (b) we do not insist on your strict compliance with the terms of this Agreement; or (c) if there develops a custom or practice which is at variance with the terms of this Agreement; or (d) if we accept payments which are otherwise due to us under this Agreement. Similarly, our waiver of any particular breach or series of breaches under this Agreement or of any similar term in any other agreement between you and us or between us and any other franchise owner, will not effect our rights with respect to any later breach by you or anyone else.

9.3. **Limitation of Liability.** Neither of the parties will be liable for loss or damage or deemed to be in breach of this Agreement if failure to perform obligations results from:

- (a) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal government or any department or agency thereof;
- (b) acts of God, war, terror or similar like;
- (c) acts or omissions of a similar event or cause.

However, such delays or events do not excuse payments of amounts owed at any time.

9.4. **Approval and Consents.** Whenever this Agreement requires our advance approval, agreement or consent, you agree to make a timely written request for it. Our approval or consent will not be valid unless it is in writing. Except where expressly stated otherwise in this Agreement, we have the absolute right to refuse any request by you or to withhold our approval of any action or omission by you. If we provide to you any waiver, approval, consent, or suggestion, or if we neglect or delay our response or deny any request for any of those, we will not be deemed to have made any warranties or guarantees which you may rely on, and will not assume any liability or obligation to you.

9.5. **Waiver of Punitive Damages.** **EXCEPT FOR YOUR OBLIGATIONS TO INDEMNIFY US AND CLAIMS FOR UNAUTHORIZED USE OF THE MARKS, YOU AND WE EACH WAIVE TO THE FULL EXTENT PERMITTED BY LAW ANY RIGHT TO, OR CLAIM FOR, ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER. YOU AND WE ALSO AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN YOU AND US, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.**

9.6. **Limitations of Claims.** **ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP AMONG YOU AND US MUST BE MADE BY WRITTEN NOTICE TO THE OTHER PARTY WITHIN 1 YEAR FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM (REGARDLESS OF WHEN IT BECOMES KNOWN); EXCEPT FOR CLAIMS ARISING FROM: (A) UNDER-REPORTING OF GROSS SALES; (B) UNDER-PAYMENT OF AMOUNTS OWED TO US OR OUR AFFILIATES; (C) CLAIMS FOR INDEMNIFICATION; AND/OR (D) UNAUTHORIZED USE OF THE MARKS. HOWEVER, THIS PROVISION DOES NOT LIMIT THE RIGHT TO TERMINATE THIS AGREEMENT IN ANY WAY.**

9.7. **Governing Law.** EXCEPT TO THE EXTENT THIS AGREEMENT OR ANY PARTICULAR DISPUTE IS GOVERNED BY THE U.S. TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. §1051 AND THE SECTIONS FOLLOWING IT) OR OTHER FEDERAL LAW, THIS AGREEMENT AND THE FRANCHISE ARE GOVERNED BY THE LAW OF THE STATE IN WHICH OUR PRINCIPAL BUSINESS OFFICE IS LOCATED, EXCLUDING ANY LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP BETWEEN A FRANCHISOR AND DEVELOPER, UNLESS THE JURISDICTIONAL REQUIREMENTS OF SUCH LAWS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION. ALL MATTERS RELATING TO ARBITRATION ARE GOVERNED BY THE FEDERAL ARBITRATION ACT. References to any law or regulation also refer to any successor laws or regulations and any implementing regulations for any statute, as in effect at the relevant time. References to a governmental agency also refer to any successor regulatory body that succeeds to the function of such agency.

9.8. **Jurisdiction.** YOU AND WE CONSENT AND IRREVOCABLY SUBMIT TO THE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN DUVAL COUNTY, FLORIDA, AND WAIVE ANY OBJECTION TO THE JURISDICTION AND VENUE OF SUCH COURTS. THE EXCLUSIVE CHOICE OF JURISDICTION DOES NOT PRECLUDE THE BRINGING OF ANY ACTION BY THE PARTIES OR THE ENFORCEMENT BY THE PARTIES IN ANY JUDGMENT OBTAINED IN ANY SUCH JURISDICTION, IN ANY OTHER APPROPRIATE JURISDICTION OR THE RIGHT OF THE PARTIES TO CONFIRM OR ENFORCE ANY ARBITRATION AWARD IN ANY APPROPRIATE JURISDICTION.

9.9. **Waiver of Jury Trial.** YOU AND WE EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER YOU OR US.

9.10. **Cumulative Remedies.** The rights and remedies provided in this Agreement are cumulative and neither you nor we will be prohibited from exercising any other right or remedy provided under this Agreement or permitted by law or equity.

9.11. **Costs and Attorneys Fees.** If a claim for amounts owed by you to us or any of our affiliates is asserted in any legal or arbitration proceeding or if either you or we are required to enforce this Agreement in a judicial or arbitration proceeding, the party prevailing in such proceeding will be entitled to reimbursement of its costs and expenses, including reasonable accounting and attorneys' fees. Attorneys' fees will include, without limitation, reasonable legal fees charged by attorneys, paralegal fees, and costs and disbursements, whether incurred prior to, or in preparation for, or contemplation of, the filing of written demand or claim, action, hearing, or proceeding to enforce the obligations of the parties under this Agreement.

9.12. **Binding Effect.** This Agreement is binding on and will inure to the benefit of our successors and assigns. Except as otherwise provided in this Agreement, this Agreement will also be binding on your successors and assigns, and your heirs, executors and administrators.

9.13. **Entire Agreement.** This Agreement, including the introduction, addenda and exhibits to it and all ancillary agreements executed contemporaneously with this Agreement, constitutes the entire agreement between you and us with reference to the subject matter of this Agreement and supersede any and all prior negotiations, understandings, representations and agreements; **provided, however, that nothing in this or any related agreement shall disclaim or require you to waive reliance on any representation that Franchisor made in the most recent Franchise Disclosure Document (including its exhibits and amendments) that Franchisor delivered to Developer or its representative, subject to any agreed-upon changes to the contract terms and conditions described in that Franchise Disclosure Document and reflected in this Agreement (including any riders or addenda signed at the same time as this Agreement.** There are no other oral or written understandings or agreements between you and us concerning the subject matter of this Agreement. Except as expressly provided otherwise in this Agreement, this Agreement may be modified only by written agreement signed by both you and us. Nothing contained in the Agreement waives

any of the Franchisee's right to rely on the disclosure made by the Franchisor in its Uniform Franchise Disclosure Document or any corresponding rights the Franchisee has under the Illinois Franchise Disclosure Act.

9.14. **No Liability to Others; No Other Beneficiaries.** We will not, because of this Agreement or by virtue of any approvals, advice or services provided to you, be liable to any person or legal entity who is not a party to this Agreement. Except as specifically described in this Agreement, no other party has any rights because of this Agreement.

9.15. **Construction.** The headings of the sections are for convenience only. If two or more persons are at any time Developers hereunder, whether or not as partners or joint venturers, their obligations and liabilities to us are joint and several. This Agreement may be signed in multiple copies, each of which will be an original. "A or B" means "A" or "B" or both.

9.16. **Certain Definitions.** The term "family member" refers to parents, spouses, offspring and siblings, and the parents and siblings of spouses. The term "affiliate" means any Business Entity directly or indirectly owned or controlled by a person, under common control with a person or controlled by a person. The terms "Developer, franchisee, franchise owner, you and your" are applicable to one or more persons, a Business Entity, as the case may be. The singular use of any pronoun also includes the plural and the masculine and neuter usages include the other and the feminine. The term "person" includes individuals or Business Entities. The term "section" refers to a section or subsection of this Agreement. The word "control" means the power to direct or cause the direction of management and policies. The word "owner" means any person holding a direct or indirect, legal or beneficial ownership interest or voting rights in another person (or a transferee of this Agreement or an interest in you), including any person who has a direct or indirect interest in you or this Agreement and any person who has any other legal or equitable interest, or the power to vest in himself any legal or equitable interest, in the revenue, profits, rights or assets.

9.17. **Timing is of the Essence.** It will be a material breach of this Agreement to fail to perform any obligation within the time required or permitted by this Agreement. In computing time periods from one date to a later date, the words "from" and "commencing on" (and the like) mean "from and including"; and the words "to," "until" and "ending on" (and the like) mean "to but excluding." Indications of time of day mean Jacksonville, Florida time.

## 10. **DISPUTE RESOLUTION.**

10.1. **Mediation.** During the Term, certain disputes may arise between you and us that may be resolvable through mediation. To facilitate such resolution, you and we agree that each party must, before commencing any arbitration proceeding, submit the dispute for non-binding mediation at a mutually agreeable location (if you and we cannot agree on a location, the mediation will be conducted at our headquarters) to 1 mediator, appointed under the American Arbitration Association's Commercial Mediation Rules. The mediator will conduct a mediation in accordance with such rules. You and we agree that any statements made by either you or us in any such mediation proceeding will not be admissible in any subsequent arbitration or other legal proceeding. Each party will bear its own costs and expenses of conducting the mediation and share equally the costs of any third parties who are required to participate. Nevertheless, both you and we have the right in a proper case to obtain temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction. However, the parties must immediately and contemporaneously submit the dispute for non-binding mediation. If any dispute between the parties cannot be resolved through mediation within 60 days following the appointment of a mediator, the parties must submit the dispute to arbitration subject to the following terms and conditions.

10.2. **Agreement to Arbitrate.** Except for claims (as defined below) related to or based on the Marks (which at our sole option may be submitted to any court of competent jurisdiction) and except as otherwise expressly provided by section 10.4 of this agreement, any litigation, claim, dispute, suit, action, controversy, proceeding or otherwise ("Dispute") between or involving you and us (and/or involving you and/or any claim against or involving any of our or our affiliates' shareholders, directors, partners, officers,



employees, agents, attorneys, accountants, affiliates, guarantors or otherwise) and/or between or involving you and any of our area representatives, which are not resolved within 45 days of notice from either you or we to the other, or you to one of our area representatives, will be submitted to arbitration to the office of the American Arbitration Association closest to our headquarters in Jacksonville, Florida. The arbitration will be conducted by the American Arbitration Association pursuant to its commercial arbitration rules. All matters relating to arbitration will be governed by the federal arbitration act (9 U.S.C. §§1 et seq.) And not by any state arbitration law. The parties to any arbitration will execute an appropriate confidentiality agreement, excepting only such disclosures and filings as are required by law.

10.3. **Place and Procedure.** The arbitration proceedings will be conducted at our headquarters in Jacksonville, Florida. Any dispute and any arbitration will be conducted and resolved on an individual basis only and not a class-wide, multiple plaintiff or similar basis. Any such arbitration proceeding will not be consolidated with any other arbitration proceeding involving any other person, except for disputes involving affiliates of the parties to such arbitration. The parties agree that, in connection with any such arbitration proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by rule 13 of the federal rules of civil procedure) within the same proceeding as the dispute to which it relates. Any such dispute which is not submitted or filed in such proceeding will be barred.

10.4. **Awards and Decisions.** The proceedings will be heard by 1 arbitrator. The arbitrator will have the right to award any relief which he deems proper in the circumstances, including, for example, money damages (with interest on unpaid amounts from their due date(s)), specific performance, temporary and/or permanent injunctive relief, and reimbursement of attorneys' fees and related costs to the prevailing party. The arbitrator will not have the authority to award exemplary or punitive damages except as otherwise permitted by this Agreement, nor the right to declare any Mark generic or otherwise invalid. You and we agree to be bound by the provisions of any limitations or the time on which claims must be brought under applicable law or under this Agreement, whichever expires earlier. The award and decision of the arbitrator will be conclusive and binding and judgment on the award may be entered in any court of competent jurisdiction. The parties acknowledge and agree that any arbitration award may be enforced against either or both of them in a court of competent jurisdiction and each waives any right to contest the validity or enforceability of such award. Without limiting the foregoing, the parties will be entitled in any such arbitration proceeding to the entry of an order by a court of competent jurisdiction pursuant to an opinion of the arbitrator for specific performance of any of the requirements of this Agreement. Judgment upon an arbitration award may be entered in any court having jurisdiction and will be binding, final and non-appealable.

10.5. **Specific Performance.** Nothing in this Agreement will prevent either you or we from obtaining temporary restraining orders and temporary or preliminary injunctive relief in a court of competent jurisdiction. However, you and we must contemporaneously submit the dispute for arbitration on the merits.

10.6. **Third Parties.** The arbitration provisions of this Agreement are intended to benefit and bind certain third party non-signatories, and all of your and our principal owners and affiliates.

10.7. **Survival.** This provision continues in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement for any reason.

## 11. **NOTICES AND PAYMENTS.**

All notices and reports permitted or required under this Agreement or by the Manuals must be in writing and will be deemed delivered:

- (a) at the time delivered by hand;
- (b) 1 business day after transmission by facsimile, telecopy, e-mail, or other electronic system;

(c) 2 business days after being placed in the hands of a commercial airborne courier service for next business day delivery; or

(d) 3 business days after placement in the United States mail by registered or certified mail, return receipt requested, postage prepaid.

Delivery by facsimile, e-mailed and electronic means constitutes a writing and does not require designation of a physical address (as otherwise stated below). All such notices must be addressed to the parties as follows:

If to Us: FIREHOUSE OF AMERICA, LLC  
12735 Gran Bay Parkway, Suite 150  
Jacksonville, Florida 32258  
Attention: \_\_\_\_\_

If to You: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Either you or we may change the address for delivery of all notices and reports and any such notice will be effective within 10 business days of any change in address. Any required payment or report not actually received by us during regular business hours on the date due (or postmarked by postal authorities at least 2 days prior to such date, or in which the receipt from the commercial courier service is not dated prior to 2 days prior to such date) will be deemed delinquent.

This Agreement may be signed with full legal force and effect using electronic signatures and records.

Intending to be bound, you and we sign and deliver this Agreement in 2 counterparts on the Agreement Date.

“US”:

**FIREHOUSE OF AMERICA, LLC**

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

“YOU”:

\_\_\_\_\_  
[Business Entity Name]

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

**EXHIBIT "A"**  
**TO THE**  
**FIREHOUSE OF AMERICA, LLC**  
**AREA DEVELOPMENT AGREEMENT**

**MAP OF DEVELOPMENT AREA**

**"US":**

**FIREHOUSE OF AMERICA, LLC**

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

**"DEVELOPER":**

\_\_\_\_\_  
*[Business Entity Name]*

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

**EXHIBIT E TO THE DISCLOSURE DOCUMENT**

---

**CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS  
AND LISTINGS**

---

## CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS

**THIS CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS** (this “**Assignment**”) is effective as of \_\_\_\_\_, 20\_\_ between **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company with its principal place of business at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (“**we**,” “**us**” or “**our**”) and \_\_\_\_\_, whose current place of business is \_\_\_\_\_, \_\_\_\_\_ (“**you**” or “**your**”). You and we are sometimes referred to collectively as the “**parties**” or individually as a “**party**.”

### BACKGROUND INFORMATION:

We have simultaneously entered into the certain Franchise Agreement (the “**Franchise Agreement**”) dated as of \_\_\_\_\_ with you, pursuant to which you plan to own and operate a FIREHOUSE SUBS® Restaurant (the “**Restaurant**”). The FIREHOUSE SUBS® Restaurants use certain proprietary knowledge, procedures, formats, systems, forms, printed materials, applications, methods, specifications, standards and techniques authorized or developed by us (collectively the “**System**”). We identify FIREHOUSE SUBS® Restaurants and various components of the System by certain trademarks, trade names, service marks, trade dress and other commercial symbols (collectively the “**Marks**”). In order to protect our interest in the System and the Marks, we will have the right to control the telephone numbers and listings of the Restaurant if the Franchise Agreement is terminated.

### OPERATIVE TERMS:

You and we agree as follows:

1. **Background Information:** The background information is true and correct. This Assignment will be interpreted by reference to the background information. Terms not otherwise defined in this Assignment will have the meanings as defined in the Franchise Agreement.
2. **Conditional Assignment:** You assign to us, all of your right, title and interest in and to those certain telephone numbers and regular, classified or other telephone directory listings (collectively, the “**Numbers and Listings**”) associated with the Marks and used from time to time in connection with the operation of the Restaurant. This Assignment is for collateral purposes only. We will have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless we notify the telephone company and/or the listing agencies with which you have placed telephone directory listings (collectively, the “**Telephone Company**”) to effectuate the assignment of the Numbers and Listings to us. Upon termination or expiration of the Franchise Agreement we will have the right and authority to ownership of the Numbers and Listings. In such event, you will have no further right, title or interest in the Numbers and Listings and will remain liable to the Telephone Company for all past due fees owing to the Telephone Company on or before the date on which the assignment is effective. As between us and you, upon termination or expiration of the Franchise Agreement, we will have the sole right to and interest in the Numbers and Listings.

3. **Power of Attorney:** You irrevocably appoint us as your true and lawful attorney-in-fact to: (a) direct the Telephone Company to effectuate the assignment of the Numbers and Listings to us; and (b) sign on your behalf such documents and take such actions as may be necessary to effectuate the assignment. Notwithstanding anything else in the Assignment, however, you will immediately notify and instruct the Telephone Company to effectuate the assignment described in this Assignment to us when, and only when: (i) the Franchise Agreement is terminated or expires; and (ii) we instruct you to so notify the Telephone Company. If you fail to promptly direct the Telephone Company to effectuate the assignment of the Numbers and Listings to us, we will direct the Telephone Company to do so. The Telephone Company may accept our written direction, the Franchise Agreement or this Assignment as conclusive proof of our exclusive rights in and to the Numbers and Listings upon such termination or expiration. The assignment will become immediately and automatically effective upon Telephone Company's receipt of such notice from you or us. If the Telephone Company requires that you and/or we sign the Telephone Company's assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, our signature on such forms or documentation on your behalf will effectuate your consent and agreement to the assignment. At any time, you and we will perform such acts and sign and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement. The power of attorney conferred upon us pursuant to the provisions set forth in this Assignment is a power coupled with an interest and cannot be revoked, modified or altered without our consent.

4. **Indemnification:** You will indemnify and hold us and our affiliates, stockholders, directors, officers and representatives (collectively, the "**Indemnified Parties**") harmless from and against any and all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys' fees, costs and expenses that any of the Indemnified Parties incur as a result of any claim brought against any of the Indemnified Parties or any action which any of the Indemnified Parties are named as a party or which any of the Indemnified Parties may suffer, sustain or incur by reason of, or arising out of, your breach of any of the terms of any agreement or contract or the nonpayment of any debt you have with the Telephone Company.

5. **Binding Effect:** This Assignment is binding upon and inures to the benefit of the parties and their respective successors-in-interest, heirs, and successors and assigns.

6. **Assignment to Control:** This Assignment will govern and control over any conflicting provision in any agreement or contract which you may have with the Telephone Company.

7. **Attorney's Fees, Etc.:** In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Assignment or the enforcement thereof, the prevailing party will be entitled to reimbursement of its attorneys' fees, costs and expenses from the non-prevailing party. The term "**attorneys' fees**" means any and all charges levied by an attorney for his or her services including time charges and other reasonable fees including paralegal fees and legal assistant fees and includes fees earned in settlement, at trial, appeal or in bankruptcy proceedings and/or in arbitration proceedings.

8. **Severability:** If any of the provisions of this Assignment or any section or subsection of this Assignment are held invalid for any reason, the remainder of this Assignment or any such section or subsection will not be affected, and will remain in full force and effect in accordance with its terms.

9. **Governing Law and Forum:** This Assignment is governed by Florida law. The parties will not institute any action against any of the other parties to this Assignment except in the state or federal courts of general jurisdiction in Duval County, Florida, and they irrevocably submit to the jurisdiction of such courts and waive any objection they may have to either the jurisdiction or venue of such court.

**ASSIGNOR:**

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

**ASSIGNEE:**

**FIREHOUSE OF AMERICA, LLC**

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

**THIS CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS is accepted and agreed to by:**

\_\_\_\_\_  
(TELEPHONE COMPANY)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT F TO THE DISCLOSURE DOCUMENT**

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**FORM OF  
ADDENDUM TO LEASE AGREEMENT**

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## ADDENDUM TO LEASE AGREEMENT

**THIS ADDENDUM TO LEASE AGREEMENT** (this “**Addendum**”) is effective as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), and is being signed simultaneously with the Lease (the “**Lease**”) dated \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ (the “**Franchisee**” or “**Tenant**”) and \_\_\_\_\_ (the “**Landlord**”) for the real property commonly known as Locations TBD - (Area Development Agreement) (the “**Premises**”).

1. **Incorporation and Precedence.** This Addendum is incorporated into the Lease and supersedes any conflicting provisions in it. Capitalized terms not otherwise defined in this Addendum have the meanings as defined in the Lease. The Franchise Agreement requires that the Lease contain certain provisions that the Tenant is requesting the Landlord to include through this Addendum.

2. **Background.** The Tenant will operate a Firehouse Subs® Restaurant at the Premises under a Franchise Agreement dated \_\_\_\_\_ (the “**Franchise Agreement**”) with Firehouse of America, LLC (the “**Franchisor**”). By entering into a franchise relationship with the Franchisor, the Tenant has agreed to grant the Franchisor a security interest in the Lease, all of the furniture, fixtures, inventory and supplies located in the Premises as collateral for the payment of any obligation, liability or other amount owed by the Tenant or its affiliates to the Franchisor under the Franchise Agreement. Furthermore, the Franchisee is required to lease or sublease from suppliers designated (“**Designees**”) by Franchisor certain equipment that must be utilized (e.g., beverage dispensers, soda machines, coffee systems) (the “**Supplied Equipment**”). Current Designees include Coca Cola Enterprises and S&D Coffee (and their affiliates and distributors).

3. **Marks.** The Tenant has the right to display the trademarks and service marks set forth on Exhibit “A” to this Addendum and incorporated by reference herein in accordance with the specifications required by the Franchisor (including, without limitation, signage on buildings or pylons, banners, flags, windows, walls, doors and similar displays (collectively, “**Signage**”). Banners may include “coming soon,” “now hiring,” “now open,” etc., subject only to the provisions of applicable law, for the term of the Lease.

4. **Easement.** The Landlord grants to the Tenant during the term of the Lease a non-exclusive right and easement over that portion of the property as may be required by the Tenant to improve, renovate, repair, replace and maintain the Premises or replace its Signage or its panel on the pylon sign for the property. The Tenant has the right to change or alter the Signage at any time during the term of the Lease provided the Signage is in compliance with all applicable governmental codes and regulations. The Signage may include: (a) signage on the exterior front wall of the Premises; (b) signage on another exterior portion of the Premises; (c) a separate pylon sign on the property; (d) separate signage on the property, (e) a panel on the pylon sign for the property; and (f) other Signage which may be required by the Franchisor or agreed upon by the Landlord and the Tenant.

5. **Access to Premises.** During the term of the Lease, the Landlord and Tenant acknowledge and agree that the Franchisor will have unrestricted access to the Premises: (a) to inspect all of the artwork provided to Tenant in accordance with the Franchise Agreement and located on the Premises (the “Art”) and to remove the Art at any time, subject only to the terms of the Franchise Agreement; to inspect operations and quality standards of the restaurant conducted on the premises; and (c) separately and/or with a Designee inspect and remove the Art and/or the Supplied Equipment.

6. **Copies of Reports.** The Landlord agrees to provide copies of all revenue and other information and data in Landlord’s possession related to the operation of the Tenant’s Firehouse Subs® Restaurant on a timely basis as the Franchisor may request, during the term of the Lease.

7. **Notice of Default.** The Landlord will give written notice to the Franchisor (concurrently with the giving of such notice to the Tenant or separately if no such notice to Tenant is required) of any alleged defaults under, breaches or violations of the Lease by the Tenant (a “Default”). Landlord will deliver such notice by certified mail, return receipt requested, or by nationally recognized overnight courier service, at the following address or to such other address as the Franchisor may provide to Landlord from time to time:

Firehouse of America, LLC  
12735 Gran Bay Parkway, Suite 150  
Jacksonville, Florida 32258  
Attention: Franchise Administrator

Such notice will grant the Franchisor the right, but not the obligation, to cure any Default, if the Tenant fails to do so, within 15 days after the later of: (a) the expiration of the period in which the Tenant may cure the Default under the Lease; or (b) the Franchisor’s receipt of the notice of Tenant’s Default.

8. **Franchisor’s Assumption of Lease.** In the event of a default of the Lease by Tenant or the default of the Franchise Agreement by Tenant, and upon written notice by the Franchisor to have the Lease assigned to the Franchisor as lessee (the “Assignment Notice”), (i) the Franchisor will become the lessee of the Premises and will be liable for all obligations under the Lease arising after the date of the Assignment Notice and (ii) the Landlord will recognize the Franchisor as the lessee of the Premises effective as of the date of the Assignment Notice.

9. **Default Under Franchise Agreement.** Any Default under the Lease which is not cured by Tenant within any applicable cure period also constitutes grounds for termination of the Franchise Agreement.

10. **Non-Disturbance.** So long as the Lease term continues and the Tenant is not in Default under the Lease, the Tenant’s use, possession and enjoyment of the Premises will not be interfered with by any lender of the Landlord or any other person. The Landlord agrees to use its best efforts to obtain prior to commencement of the Lease any documents necessary to ensure the foregoing, including a Subordination, Non-Disturbance and Attornment Agreement or similar agreement.

11. **Franchisor Consent Required.** Neither the Landlord nor the Tenant will cancel, terminate, modify or amend the Lease including, without limitation, the Franchisor's rights under this Addendum, without the Franchisor's prior written consent.

12. **Benefits and Successors.** The benefits of this Addendum inure to the Franchisor and to its successor and assigns, and the Franchisor is a third-party beneficiary of this Addendum with full right, power and authority to enforce its terms.

13. **Remaining Provisions Unaffected.** Those parts of the Lease that are not expressly modified by this Addendum remain in full force and effect.

Intending to be bound, the Landlord and the Tenant sign and deliver this Addendum effective on the Effective Date, regardless of the actual date of signature.

**THE "Landlord":**

\_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

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

**THE "Tenant":**











\_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

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

EXHIBIT "A"

Marks

REGISTERED UNITED STATES TRADEMARKS AND SERVICE MARKS

<u>MARK</u>	<u>MARK</u>	<u>MARK</u>	<u>MARK</u>
FIRE HOUSE		FIRST RESPONDER RELIEF FUND	
FIREHOUSE			
 firehouse	 n. y. c.		FIREHOUSE SUBS
<u>MARK</u>	<u>MARK</u>	<u>MARK</u>	<u>MARK</u>
	FULLY INVOLVED	ENGINEER SUB	
FIREHOUSE SUBS	FIREHOUSE STEAK SUB	FEED THE FIRE	FOUNDED BY FIREMEN
HOOK & LADDER SUB NEW YORK STEAMER SUB	FIREHOUSE "HERO" SUB FIREHOUSE PARTY PLATTERS	FIREHOUSE FUNDS FIRE HOUSE FOODS	CAPTAIN SORENSEN'S FIREHOUSE SUBS FIRST RESPONDER RELIEF FUND

**EXHIBIT G TO THE DISCLOSURE DOCUMENT**

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**MANUAL**

**TABLE OF CONTENTS**

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**OPERATIONS MANUAL  
TABLE OF CONTENTS**

<b>TOPIC</b>	<b>BEGINNING PAGE</b>	<b>TOTAL PAGES</b>
Introduction	2	1
Chapter 1 - History & Culture	4	10
Chapter 2 - People	14	22
Chapter 3 - Restaurant Operations	36	35
Chapter 4 - Profit Management	71	19
Chapter 5 - Restaurant Safety	90	56
Chapter 6 - Marketing	146	27
 <b>TOTAL PAGES</b>		 <b>174</b>

We provide access to the Operations Manual only electronically. The pages are based on the number of slides for each topic when converted into PDF format as of the Issuance Date.

**EXHIBIT H TO THE DISCLOSURE DOCUMENT**

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**PRINCIPAL OWNER'S GUARANTY**

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**PRINCIPAL OWNER'S GUARANTY**

This Guaranty must be signed by the principal owners (referred to as “you” for purposes of this Guaranty only) \_\_\_\_\_ (the “Business Entity”) under the Agreement dated \_\_\_\_\_ (the “Agreement”) with FIREHOUSE OF AMERICA, LLC (“us,” or “our” or “we”).

1. **Scope of Guaranty.** In consideration of and as an inducement to our signing and delivering the Agreement, each of you signing this Guaranty personally and unconditionally: (a) guarantee to us and our successors and assigns that the Business Entity will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agree to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement.

2. **Waivers.** Each of you waive: (a) acceptance and notice of acceptance by us of your obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by you; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (d) any right you may have to require that an action be brought against the Business Entity or any other person as a condition of your liability; (e) all rights to payments and claims for reimbursement or subrogation which you may have against the Business Entity arising as a result of your execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantors.

3. **Consents and Agreements.** Each of you consent and agree that: (a) your direct and immediate liability under this Guaranty are joint and several; (b) you must render any payment or performance required under the Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) your liability will not be contingent or conditioned upon our pursuit of any remedies against the Business Entity or any other person; (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may from time to time grant to Business Entity or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the term of the Agreement and, if required by the Agreement, after its termination or expiration.

4. **Enforcement Costs.** If we are required to enforce this Guaranty in any judicial or arbitration proceeding or any appeals, you must reimburse us for our enforcement costs. Enforcement costs include reasonable accountants’, attorneys’, attorney’s assistants’, arbitrators’ and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

5. **Effectiveness.** Your obligations under this Guaranty are effective on the Agreement Date, regardless of the actual date of signature. Terms not otherwise defined in this Guaranty have the meanings as defined in the Agreement. This Guaranty is governed by Florida law and we may enforce our rights regarding it in the courts of Duval County, Florida. Each of you irrevocably submits to the jurisdiction and venue of such courts and agrees to participate and be bound by the arbitration provisions of the Agreement.

Each of you now sign and deliver this Guaranty effective as of the date of the Agreement regardless of the actual date of signature.

**PERCENTAGE OF OWNERSHIP  
INTEREST IN BUSINESS ENTITY**  
\_\_\_\_\_  
\_\_\_\_\_

**GUARANTORS**  
\_\_\_\_\_  
\_\_\_\_\_  
DATE \_\_\_\_\_



**EXHIBIT I TO THE DISCLOSURE DOCUMENT**

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**FORM OF  
PRINCIPAL OWNER'S STATEMENT**

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**PRINCIPAL OWNER’S STATEMENT**

This form must be completed by the Franchisee Entity (“**Franchisee**”) if Franchisee has multiple owners or if Franchisee is owned by another/other business organization (such as a corporation, partnership or limited liability company). Franchisor is relying on the truth and accuracy of this form in awarding the Franchise Agreement to Franchisee.

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

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

2. **Business Entity.** Franchisee was incorporated or formed on \_\_\_\_\_, \_\_\_\_\_ (date), under the laws of the State of \_\_\_\_\_. Franchisee has not conducted business under any name other than this corporation, limited liability company or partnership name and \_\_\_\_\_ (Entity Name) . The following is a list of all persons who have management rights and powers (e.g., officers, managers, partners, etc.) relative to Franchisee and their positions are listed below:

Name of Person	Position(s) Held

3. **Owners.** The following list includes the full name and mailing address of each person who is one my owners and fully describes the nature of each owner’s interest. Attach additional sheets if necessary.

Owner’s Name and Address	Description of Interest	% of Ownership

3. **Governing Documents.** Attached are copies of the documents and contracts governing the ownership, management and other significant aspects of the business organization

of Franchisee (e.g., articles of incorporation or organization, partnership or shareholder agreements, etc.).

This Owner's Statement is current and complete as of \_\_\_\_\_, 20\_\_.

**FRANCHISEE:**

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

**OWNERS:**

**Individuals:**  
or

**Corporation, Limited Liability Company  
Partnership:**

\_\_\_\_\_  
*(Signature)*  
\_\_\_\_\_  
*(Print Name)*  
Date: \_\_\_\_\_

\_\_\_\_\_  
*(Name of Entity)*  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
*(Signature)*  
\_\_\_\_\_  
*(Print Name)*  
Date: \_\_\_\_\_

\_\_\_\_\_  
*(Name of Entity)*  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
*(Signature)*  
\_\_\_\_\_  
*(Print Name)*  
Date: \_\_\_\_\_

\_\_\_\_\_  
*(Name of Entity)*  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
*(Signature)*  
\_\_\_\_\_  
*(Print Name)*  
Date: \_\_\_\_\_

\_\_\_\_\_  
*(Name of Entity)*  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT J TO THE DISCLOSURE DOCUMENT**

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**ARTICLES OF INCORPORATION OF  
FIREHOUSE SUBS MARKET FUND, INC.**

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H060000931603

**ARTICLES OF AMENDMENT  
TO ARTICLES OF INCORPORATION OF  
FIREHOUSE SUBS MARKET FUND, INC.**

**FLORIDA DOCUMENT NUMBER: N03000000753**

Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned corporation, **FIREHOUSE SUBS MARKET FUND, INC.**, a Florida not for profit corporation (the "Corporation"), adopts the following Articles of Amendment to amend its Articles of Incorporation:

1. **Name of the Corporation.** The current name of the Corporation is Firehouse Subs Market Fund, Inc. and its Florida document number is N03000000753.

2. **Text of the Amendment.** Articles III, IV and XIII of the Articles of Incorporation are amended in their entirety to read as follows:

**Article III – Purposes**

The purposes for which the Corporation is formed are to: (a) establish, maintain, administer and operate the promotional and marketing fund of FIREHOUSE SUBS® Restaurants by Firehouse of America, LLC or its successor (the "Franchisor") (the "Fund"); (b) utilize contributions made to the Fund (the "Contributions") for the creation, development, production, broadcast and dissemination of marketing, promotional and advertising of FIREHOUSE SUBS® Restaurants and their products and services and the administration and management of the Corporation; and (c) accomplish all purposes associated with furthering the objectives of the Corporation and enhancing and collecting contributions.

**Article IV – Membership**

There are 3 class of membership as follows:

1. **Class A Members:** The Class A Members will consist of all of the owners of franchised FIREHOUSE SUBS® Restaurants ("Restaurant(s)"), who have entered into franchise agreements with the Franchisor and continue to be a party to them. An owner will hold one membership for every FIREHOUSE SUBS® Restaurant in good standing and will have the obligation for assessments and contributions for each Restaurant. Each owner will have one vote on all matters coming before the membership, except that the Bylaws will only be adopted, altered, amended or repealed and the Articles of Incorporation may only be amended by a majority vote of the Board of Directors and the Class C Member and the Corporation may only be dissolved by the Class C Member. If a Restaurant is owned by more than one natural person, or a corporation, partnership, or other artificial entity, the voting interest of Restaurant will be exercised only by the natural person named in a voting certificate signed by all the natural persons who are owners or by the chief executive officer of the artificial entity and filed with the Secretary of the Corporation in its official records. Each owner will have 1 vote on all matters coming before the membership for each Restaurant owned. Otherwise, the qualifications, rights and activities of voting members will be as provided in these Bylaws.

H060000931603

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APR - 7 06  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



R060000931603

2. **Class B Members:** The Class B Members will consist of all of the area representatives (the "Area Representatives"), who have entered into area representative agreements with the Franchisor and continue to be a party to them. An Area Representative will hold one membership. Each Area Representative will have one vote on all matters coming before the membership, except that the Bylaws will only be adopted, altered, amended or repealed and the Articles of Incorporation may only be amended by the a majority vote of the Board of Directors and the Class C Member and the Corporation may only be dissolved by the Class C Member. If an Area Representative is owned by more than one natural person, or a corporation, partnership, or other artificial entity, the voting interest of Area Representative will be exercised only by the natural person named in a voting certificate signed by all the natural persons who are owners or by the chief executive officer of the artificial entity and filed with the Secretary of the Corporation in its official records.

3. **Class C Member:** The Franchisor will be the only Class C Member and will have the same voting rights as a Class A Member with 1 vote on all matters coming before the membership (other than Class A Directors) and the sole right to appoint the Class C Director, and will also have the sole power to authorize dissolution of the Corporation; and the right to vote as a member or a director to resolve a tie as to any deadlock among members or directors. This section can only be changed with the written consent of the Franchisor.

Any franchisee or Area Representative who ceases to be bound under a franchise agreement or area representative agreement with the Franchisor either due to its expiration or termination, will automatically cease to be a member of the Corporation, but will remain liable to the Corporation for any unpaid contributions or other amounts payable to the Corporation at the time membership ceases. Likewise, to the extent the Franchisor or its affiliate has operated FIREHOUSE SUBS® Restaurants and has been a Class A Member, if it ceases to operate any such Restaurant, then its Class A membership with respect to such Restaurant will automatically cease.

4. **Certain Voting Matters:** Notwithstanding any of the foregoing, all voting rights of the Class A Members and Class B Members will be exercised solely by the Franchisor for all purposes whatsoever, and such voting by the Franchisor will be overtaken in accordance with the Bylaws, unless and until: (a) the Franchisor decides in writing otherwise; and/or (b) Florida law authorizes voting by members of nonprofit corporations pursuant to electronic means consistent with the voting and balloting mechanisms that the Franchisor chooses to employ.

#### Article XIII - Amendment

These Articles of Incorporation may be amended, without a vote of the Class A and Class B Members, by a vote of a majority of the Board of Directors and the Class C Member.

3. **Date of Adoption.** The Amendment was adopted as of March 30, 2006.


4. **Manner of Adoption.** The Amendment was adopted by the written consent of all of the Members and all of the Directors of the Corporation. The number of votes cast for the amendment by the Members was sufficient for approval.

R060000931603

H060000931603

IN WITNESS WHEREOF, the President of the Corporation has signed these Articles of Amendment as of March 30, 2006.

**FIREHOUSE SUBS MARKET FUND, INC.**

By:   
Name: Robin Sorenson  
Title: President

H060000931603



H04000252345

**ARTICLES OF AMENDMENT  
TO ARTICLES OF INCORPORATION OF  
JACKSONVILLE HOTTEST SUBS MARKETING COOPERATIVE, INC.**

**FLORIDA DOCUMENT NUMBER: N03000000753**

**CHANGING CORPORATE NAME**

Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned corporation, **JACKSONVILLE HOTTEST SUBS MARKETING COOPERATIVE, INC.**, Florida not for profit corporation (the "Corporation"), adopts the following Articles of Amendment to amend its Articles of Incorporation to change its corporate name:

SECRETARY OF STATE  
TAMMIE L. LORAIN

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1. **Current Name of the Corporation.** The current name of the Corporation Jacksonville Hottest Subs Marketing Cooperative, Inc. and its Florida document number N03000000753.

2. **Text of the Amendment.** The amendment is to change the Corporation's corporate name. Accordingly, Article I of the Articles of Incorporation is amended in its entirety to read as follows:

The name of the Corporation is **Firehouse Subs Market Fund, Inc.**


3. **Date of Adoption.** The Amendment was adopted as of November 16, 2004.

4. **Manner of Adoption.** The Amendment was adopted by the written consent of all of the Members and all of the Directors of the Corporation. The number of votes cast for the amendment by the Members was sufficient for approval.

IN WITNESS WHEREOF, the President of the Corporation has signed these Articles of Amendment as of November 21, 2004.

*December*

**JACKSONVILLE HOTTEST SUBS  
MARKETING COOPERATIVE, INC.**

By:   
Name: Robin Sorenson  
Title: President

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ARTICLES OF INCORPORATION  
OF  
JACKSONVILLE HOTTEST SUBS MARKETING COOPERATIVE, INC.

The undersigned, acting as the incorporator(s), adopts these Articles of Incorporation and forms a not for profit corporation (the "Corporation") under the Florida Not for Profit Corporation Act (the "Act"), as follows:

I.  
Name

The name of the Corporation is **Jacksonville Hottest Subs Marketing Cooperative, Inc.**

II.  
Term of Existence

The Corporation's existence commences on the date of the filing of these Articles of Incorporation with the Secretary of State of the State of Florida. The Corporation will have perpetual existence thereafter.

III.  
Purposes

The purposes for which the Corporation is formed are to: (a) establish, maintain, administer and operate the promotional and marketing cooperative fund of FIREHOUSE SUBS® restaurants within the geographic area assigned by Firehouse Restaurant Group, Inc. or its successor (the "Franchisor") (the "Fund"); (b) utilize contributions made to the Fund (the "Contributions") for its members; and (c) accomplish all purposes associated with furthering the objectives of the Corporation and enhancing and collecting contributions.

IV.  
Membership

There are only 2 classes of members of the Corporation, voting members and non-voting members.

(a) Voting Members: The voting members will consist of all of the owners of franchised FIREHOUSE SUBS® Restaurants ("Restaurant(s)") located in the area (the "Cooperative Area"), as the Cooperative Area may be modified from time to time in accordance with these Bylaws, who have entered into franchise agreements with the Franchisor and continue to be a party to them. An owner will hold one membership for all FIREHOUSE SUBS® Restaurant in good standing within the Cooperative Area and will have the obligation for assessments and contributions for each Restaurant. If a Restaurant is owned by more than one natural person, or a corporation, partnership, or

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other artificial entity, the voting interest of Restaurant will be exercised only by the natural person named in a voting certificate signed by all the natural persons who are owners or by the chief executive officer of the artificial entity and filed with the Secretary of the Cooperative in its official records. However, each owner will have 1 vote on all matters coming before the membership regardless of the number of Restaurants owned. Otherwise, the qualifications, rights and activities of voting members will be as provided in the Bylaws.

(b) **Non-Voting Members:** The Franchisor will always constitute a member of the Corporation, but will not have voting rights by virtue of this status. However, to the extent the Franchisor owns FIREHOUSE SUBS® Restaurants within the Cooperative Area, it will constitute a voting member to the same extent as any other members that are franchisees. Thus, if the Franchisor owns 2 FIREHOUSE SUBS® Restaurants within the Cooperative Area, then it will have 1 voting membership, in addition to its non-voting membership. As a non-voting member, the Franchisor will not be required to make any Contributions to the Corporation. This section can only be changed with the written consent of the Franchisor.

#### IV. Limitation on Activities

No part of the net earnings of the Corporation will inure to the benefit of, or be distributable to, any member, Director or officer of the Corporation or any other private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), except: (a) that the member at the time of dissolution or final liquidation will be entitled to share in the distribution of any of the remaining corporate assets; and (b) to the extent that the member (or its affiliates) own or operated restaurants as part of the FIREHOUSE SUBS® franchise system. Nothing in these Articles restricts the Corporation from reimbursing the member for funds furnished or loaned or for services performed.

#### VI. Dissolution

Upon dissolution of this Corporation, or the final liquidation of its assets, whether voluntary or involuntary or by operation of law, except as and to the extent otherwise provided or required by law, the net assets remaining may be distributed only in accordance with the rules governing the Fund; provided, however, that nothing contained in this Article will be construed to prevent a distribution from the net assets of the Corporation to another distributee, otherwise properly made in accordance with the provisions of these Articles and the purposes herein stated, solely by reason of the fact that one or more of the members, officers or directors of the Corporation may be connected or associated with the distributee as a shareholder, member, trustee, director, officer or in any other capacity.



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**VII.  
Principal Office**

The principal office and mailing address of the Corporation is 3410 Kori Road, Jacksonville, Florida 32257.

**VIII.  
Directors**

The Corporation will have 3 directors initially. Directors may be elected, removed from office and hold office as provided in the Bylaws of the Corporation. The number of directors may be increased or decreased from time to time as provided in the bylaws of the Corporation, provided that the Corporation will always have at least 3 directors. The names and addresses of the initial directors of the Corporation, who will serve until their successor(s) are duly elected and qualified, are:

<u>Name</u>	<u>Address</u>
Robin Sorensen	3410 Kori Road Jacksonville, Florida 32257
Chris Sorensen	3410 Kori Road Jacksonville, Florida 32257
Kelty Harris	3410 Kori Road Jacksonville, Florida 32257

**IX.  
Initial Registered Office and Agent**

The street address of the initial registered office of the Corporation is c/o Chris Sorensen, 3410 Kori Road, Jacksonville, Florida 32257 and the name of its initial registered agent at such address is Chris Sorensen.

**X.  
Incorporator**

The name and address of the incorporator signing these Articles of Incorporation are:

<u>Name</u>	<u>Address</u>
Robin Sorensen	3410 Kori Road Jacksonville, Florida 32257

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**XI.  
Bylaws**

The power to adopt, alter, amend or repeal Bylaws will be vested in the Corporation's Board of Directors. However, the Bylaws and any amendments, modifications or restatement of them will not be valid unless previously approved by the Franchisor.

**XII.  
Indemnification**

The Corporation will indemnify any member, director or officer or any former member, director or officer, to the fullest extent permitted by law.

**XIII.  
Amendment**

These Articles of Incorporation may be amended in the manner provided by law, except that no amendment may be made to these Articles of Incorporation: (a) that will eliminate the right of the Franchisor to be a non-voting member, (b) require the Franchisor to pay contributions by virtue of such non-voting membership, or (c) limit the Franchisor's rights otherwise than in accordance with Article IV; or (d) without the Franchisor's written consent.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on December 16, 2002.



Robin Sorensen, Incorporator

**ACCEPTANCE BY REGISTERED AGENT**

I accept the appointment as Registered Agent of **JACKSONVILLE HOTTEST SUBS MARKETING COOPERATIVE, INC.** to accept service of process on its behalf, at the place designated in its Articles of Incorporation. I am familiar with, and accept, the obligations of my position as registered agent as provided for in the Act

Dated as of: December 16, 2002

  
CHRIS SORENSEN

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2003 JAN 29 AM 8:32  
FBI - JACKSONVILLE

**EXHIBIT K TO THE DISCLOSURE DOCUMENT**

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**FORM OF  
AMENDED AND RESTATED  
BYLAWS OF FIREHOUSE SUBS MARKET FUND, INC.  
AS AMENDED**

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**AMENDED AND RESTATED BYLAWS**

**OF**

**FIREHOUSE SUBS MARKET FUND, INC.**  
**f/k/a JACKSONVILLE HOTTEST SUBS MARKETING COOPERATIVE, INC.**

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Adopted 2014

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**AMENDED AND RESTATED  
BYLAWS OF  
FIREHOUSE SUBS MARKET FUND, INC.  
f/k/a JACKSONVILLE HOTTEST SUBS MARKETING CORPORATION, INC.**

**ARTICLE 1  
Offices**

**Section 1.1 Registered and Principal Office.** The registered office of **FIREHOUSE SUBS MARKET FUND, INC.** (the "**Corporation**") is currently located at 3410 Kori Road, Jacksonville, Florida 32257. The initial principal office of the Corporation will be located at 3410 Kori Road, Jacksonville, Florida 32257.

**Section 1.2 Other Offices.** The Corporation may have offices at such other place or places within or without the State of Florida as the Board of Directors may from time to time establish.

**Section 1.3 Registered Agent for Service of Process.** The Corporation's Board of Directors will have the right to designate a registered agent for service of process, who may be an individual or a corporation. The registered agent so designated will serve until a successor is elected by the Board of Directors.

**ARTICLE 2  
Powers and Purposes**

**Section 2.1 Powers.** The Corporation will have all of the powers accorded not for profit corporations under the Florida Not For Profit Corporation Act (the "**Act**"). The Corporation will utilize such powers to engage in any lawful activity which is consistent with its purposes as set forth in the Articles of Incorporation.

**Section 2.2 Purposes.** The purposes for which the Corporation is formed are to: (a) establish, maintain, administer and operate the promotional and marketing fund of FIREHOUSE SUBS® Restaurants by Firehouse of America, LLC or its successor (the "**Franchisor**") (the "**Fund**"); (b) utilize contributions made to the Fund (the "**Contributions**") for the creation, development, production, broadcast and dissemination of marketing, promotional and advertising of FIREHOUSE SUBS® Restaurants and their products and services and the administration and management of the Corporation; and (c) accomplish all purposes associated with furthering the objectives of the Corporation and enhancing and collecting contributions.

**Section 2.3 Not for Profit Status.** The Corporation is not organized, nor will it be operated, for profit. No part of the net earnings of the Corporation will inure to the benefit of, or be distributable to, any member, Director or officer of the Corporation or any other private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), except that the existing member at the time of

dissolution or final liquidation will be entitled to share in the distribution of any remaining corporate assets.

**Section 2.4 Use of Trademarks.** The Corporation recognizes that its activities will necessarily involve the trademarks, service marks, logos, designs (the “**Marks**”) of the Franchisor. Recognizing the Franchisor’s interest in its Marks and all advertising and promotional materials and the fact that all franchisee advertising and marketing materials must be approved by the Franchisor prior to use, the Corporation agrees that it will only create, produce or place any graphic material, verbal messages, advertising or promotional materials that: (a) have been preapproved by the Franchisor; and (b) that otherwise comply with the franchise agreements for the FIREHOUSE SUBS® system in effect from time to time. Furthermore, the Corporation will not produce, create, place or implement any advertising, marketing or promotional materials that would not be consistent with, disparaging of or detrimental to the goodwill associated with the FIREHOUSE SUBS® trade name, the Marks and the image of the chain. Finally, all activities, strategies and programs to be undertaken by the Corporation will not be taken unless and until approved by the Franchisor.

### **ARTICLE 3** **Members**

**Section 3.1 Members.** There are only 3 classes of members of the Corporation, Class A Members, Class B Members and Class C Members:

A. **Class A Members:** The Class A Members will consist of all of the owners of franchised FIREHOUSE SUBS® Restaurants (“**Restaurant(s)**”), who have entered into franchise agreements with the Franchisor and continue to be a party to them. An owner will hold one membership for every FIREHOUSE SUBS® Restaurant in good standing and will have the obligation for assessments and contributions for each Restaurant. Each owner will have one vote on all matters coming before the membership, except that the Bylaws will only be adopted, altered, amended or repealed and the Articles of Incorporation may only be amended by a majority vote of the Board of Directors and the Class C Member and the Corporation may only be dissolved by the Class C Member. If a Restaurant is owned by more than one natural person, or a corporation, partnership, or other artificial entity, the voting interest of Restaurant will be exercised only by the natural person named in a voting certificate signed by all the natural persons who are owners or by the chief executive officer of the artificial entity and filed with the Secretary of the Corporation in its official records. Each owner will have 1 vote on all matters coming before the membership for each Restaurant owned. Otherwise, the qualifications, rights and activities of voting members will be as provided in these Bylaws.

B. **Class B Members:** The Class B Members will consist of all of the area representatives (the “**Area Representatives**”), who have entered into area representative agreements with the Franchisor and continue to be a party to them. An Area Representative will hold one membership. Each Area Representative will have one vote on all matters coming before the membership, except that the Bylaws will only be adopted, altered, amended or repealed and the Articles of Incorporation may only be

amended by the a majority vote of the Board of Directors and the Class C Member and the Corporation may only be dissolved by the Class C Member. If an Area Representative is owned by more than one natural person, or a corporation, partnership, or other artificial entity, the voting interest of Area Representative will be exercised only by the natural person named in a voting certificate signed by all the natural persons who are owners or by the chief executive officer of the artificial entity and filed with the Secretary of the Corporation in its official records.

C. **Class C Member:** The Franchisor will be the only Class C Member and will have the same voting rights as a Class A Member with 1 vote on all matters coming before the membership (other than Class A Directors) and the sole right to appoint the Class C Director, and will also have the sole power to authorize dissolution of the Corporation; and the right to vote as a member or a director to resolve a tie as to any deadlock among members or directors. This section can only be changed with the written consent of the Franchisor.

Any franchisee or Area Representative who ceases to be bound under a franchise agreement or area representative agreement with the Franchisor either due to its expiration or termination, will automatically cease to be a member of the Corporation, but will remain liable to the Corporation for any unpaid contributions or other amounts payable to the Corporation at the time membership ceases. Likewise, to the extent the Franchisor or its affiliate has operated FIREHOUSE SUBS® Restaurants and has been a Class A Member, if it ceases to operate any such Restaurant, then its Class A membership with respect to such Restaurant will automatically cease.

**Section 3.2 Enrollment.** Notwithstanding any of the foregoing, no Member will be enrolled as a Member of the Corporation and will not have any rights as a Member unless and until it has signed a membership agreement with the Corporation.

**Section 3.3 Entity Membership.** For all membership purposes, any business entity (corporation, partnership, limited liability company, etc.) and its owners are deemed a single Member.

**Section 3.4 Members in Good Standing.** A Member will be in good standing as long as it is not delinquent for a period in excess of 30 days in the payment of any contribution or other monetary obligation to the Corporation. Loss of membership and good standing (delinquency in paying contributions) will not relieve the Member of the obligation to make contributions to the fund when due.

**Section 3.5 Delinquent Members**

A. Any Member who is delinquent in paying contributions will be considered a Delinquent Member.

B. The voting rights and other membership privileges of a Delinquent Member will be suspended as long as the Member remains a Delinquent Member. In order to

retain good standing status, a Delinquent Member must pay all amounts due the Corporation.

**Section 3.6** **Voting.** Each owner of a FIREHOUSE SUBS® Restaurant has one vote, for each FIREHOUSE SUBS® Restaurant owned and each Area Representative has one vote on any matter on which Members are granted a voting privilege under the Articles of Incorporation, these Bylaws or any applicable State Statute. There is no cumulative voting for Directors or on any other matter.

**Section 3.7** **Annual Meeting of the Members.** The annual meeting of the Members for the transaction of such other business as may properly come before the meeting will be held at such time and place as the Board of Directors may determine, provided that the Board of Directors may by resolution and for convenience designate any meeting of the Members, or any action taken by the Members without a meeting pursuant to and as permitted by the Act, as the annual meeting of the Members in lieu of the annual meeting as provided for by these Bylaws.

At each annual meeting, the Members, in addition to any other business to be considered, must elect the Directors who will serve until their successors are elected and qualified; provided, however, that the Members, during an annual meeting or during a special meeting called for such purpose, may add or remove, with or without cause, Directors.

The notice of the annual meeting of Members, except as otherwise required by law, the Articles of Incorporation or these Bylaws, need not state the matters to be considered at such meeting.

**Section 3.8** **Special Meetings.** Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by the laws of the State of Florida, or by the Articles of Incorporation, may be called on the written request of (i) the Franchisor, or (ii) a majority of the Board of Directors; or (iii) Members constituting ¼ of the Class A Members in good standing. However, a special meeting of the Members called by 1/4 of the Class A Members of record of the Corporation entitled to vote, must first submit the issue proposed to be considered at the proposed special meeting to the Board of Directors and fully describing the purpose or purposes for which it is to be held. Requests for a special meeting must state the purpose or purposes of the proposed meeting. The notice of any special meeting of the Members, except one specified as the annual meeting, must state the purpose or purposes for which the meeting is called. The special meeting will be devoted exclusively to the purposes described in the notice and no other business or issues will be conducted or addressed.

**Section 3.9** **Place of Meeting.** All meetings of the Members will be at such places as will be determined from time to time by the Board of Directors of the Corporation.

**Section 3.10** **Notice of Meetings.** Written or electronic notice of each meeting of the Members stating the place, day and hour thereof, must be delivered to each Member of record entitled to vote at such meeting and to the Franchisor, personally or by telephone, telegram, cablegram, first class mail, confirmed facsimile transmission, e-mail or any other means of

personal delivery providing evidence of actual delivery; and if mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the Members at the Members' address, as they appear in the records of the Corporation, with postage thereon prepaid. Notice must be given by or under the direction of the Secretary, or the officer or persons calling the meeting not more than 60 nor less than 10 days before the date of the meeting; provided that oral notice to the Member may be given in lieu of written notice so long as the party giving the notice to the Member files with the Corporation a written statement of the date, time, place and manner of the oral notice. No notice need be given of the time and place of reconvening of any adjourned meeting, if the time and place to which the meeting is adjourned are announced at the adjourned meeting.

**Section 3.11 Waiver of Notice.** A written waiver of notice signed by any Member, whether before or after any meeting, shall be equivalent to the giving of timely notice to said Member. Attendance of a Member at a meeting constitutes a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Member attends a meeting for the express purpose, as stated at the beginning of the meeting, of objecting to the transaction of business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the Member need be specified in any written waiver of notice.

**Section 3.12 Closure of Books and Fixing of Record Date.** For the purpose of determining Members entitled to notice of, or to vote at, any meeting of the Members or any adjournment thereof, the Board of Directors may provide that the books will be closed for a period of not less than 3 and not more than 30 days immediately preceding such meeting. If the books are not closed and no record date is fixed by the Board of Directors, the date on which notice of the meeting is mailed will be the record date for the determination of Members entitled to notice and to vote.

**Section 3.13 Quorum.** Except as otherwise required by the Act, the Articles of Incorporation or these Bylaws, the presence, in person or by duly appointed proxy, of Members holding a majority of the votes will constitute a quorum at all meetings of the Members. In case a quorum is not present at any meeting, a majority of the Members present in person or by duly appointed proxy, will have power to adjourn the meeting from time to time, without notice other than announcement at the meeting of the time and place to which the meeting is adjourned, until a quorum is present. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally noticed; but only those Members entitled to vote at the meeting as originally noticed will be entitled to vote at any adjournment or adjournments thereof.

**Section 3.14 Voting.** Every Member will be entitled at each Members' meeting and upon each matter presented at such meeting, in person or by duly appointed proxy, to one vote, for each Area Representative and one vote for each of the Restaurants owned by such Member. The list of Members must be produced at any Members' meeting upon the request of any Member. Upon the demand of the Class C Member only, the vote upon any question before the

meeting must be by written ballot. Except as otherwise provided by these Bylaws, by the Act, or by the Articles of Incorporation, all matters will be decided by a majority of the votes cast on such matters. Delinquent Members will not be entitled to vote at membership meetings. Any dispute regarding the good standing of a Member and its right to vote at a membership meeting will be determined conclusively by the Chairman of the meeting, which will be final and binding. Notwithstanding any of the foregoing, all voting rights of the Class A Members and Class B Members will be exercised solely by the Franchisor for all purposes whatsoever, and such voting by the Franchisor will be undertaken in accordance with these Bylaws, unless and until: (a) the Franchisor decides in writing otherwise; and/or (b) Florida law authorizes voting by members of nonprofit corporations pursuant to electronic means consistent with the voting and balloting mechanisms that the Franchisor chooses to employ. The Franchisor will vote on behalf of the Class A Members and Class B Members in a manner to as closely approximate the purposes of these Bylaws. The intent of this provision to allow the Franchisor to vote on behalf of the Class A Members and Class B Members and enable the Class A Members and Class B Members to exercise their vote by electronic means for their convenience and for the efficient administration and management of the Corporation and its governance. The Franchisor is authorized to establish and develop whatever electronic voting and balloting procedures and systems that it considers appropriate or desirable and to conduct elections and voting among the Members using those procedures. The Class A Members and Class B Members fully authorize the Franchisor to do so and release any claim they may have against the Franchisor for its good faith utilization of such electronic and voting means and release it from liability for doing so as long as it exercises its good faith business judgment in developing and establishing those procedures. The Franchisor will assess the results of such voting and elections and vote the interests of the Class A Members and Class B Members consistent with the results of such electronic balloting procedures. At any time, at the Franchisor's option, it has the right to: (a) stop, discontinue, cancel, suspend, postpone, reinstitute or substitute any electronic voting, balloting and election mechanism; and/or (b) stop exercising its right to vote on behalf of the Class A Members and Class B Members (or either one of them) and revert to the other voting mechanisms described in these Bylaws. At such time as Florida law, in the opinion of Franchisor's counsel, authorizes electronic voting and elections through means acceptable and consistent with those established and developed by the Franchisor, then the Franchisor will stop voting on behalf of the Class A Members and Class B Members, and such Members will be entitled to vote otherwise in accordance with these Bylaws.

**Section 3.15 Proxies.** Every Member entitled to vote at any meeting of Members may, by an appointment form (or "proxy") executed in writing by himself or his attorney in fact, authorize another person or persons to act for him by proxy, and to vote at any such meeting or adjournment thereof. An executed telegram, e-mail or cablegram appearing to have been transmitted by such person, or a photographic, photostatic, or equivalent reproduction of an appointment form, is a sufficient appointment form (in the case of e-mail, the Secretary may specify rules for authentication). In the event that any instrument will designate two or more persons to act as proxy, a majority of such persons present at the meeting, or, if only one be present, that one will have all the powers conferred by the instrument upon all the persons so designated unless the instrument will otherwise provide; but if the proxy holders present at the meeting are equally divided as to the right and manner of voting in any particular case, the voting

will be prorated. Said instrument appointing a proxy must be filed with the Secretary of the Corporation before or at the meeting at which the proxy is to exercise his authorization. No proxy will be valid after the expiration of 11 months from the date thereof unless otherwise provided in the proxy, provided that revocation of an instrument appointing a proxy may be accomplished at any time by any one of the following methods:

A. personal attendance by the Member at a meeting for which said Member previously executed an instrument appointing a proxy;

B. filing with the Secretary of the Corporation an instrument specifically revoking the prior appointment; or

C. filing with the Secretary of the Corporation a duly executed instrument appointing a proxy different from a proxy appointed in a previously executed and otherwise effective instrument.

**Section 3.16 Action Without Meeting.** Any action of the Members of the Corporation may be taken without a meeting, without prior notice and without a vote, if one or more consents in writing, setting forth the action so taken, are signed by the Members having not less than 2/3 of the votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. Electronic signatures are acceptable and will constitute consents in writing. Such consents must be delivered to the Corporation in the manner required by the Act. Neither the Articles of Incorporation nor these Bylaws will be construed, interpreted or deemed to have, in any way, limited or prevented the utilization of the ability to take written action in lieu of formal meetings as may be permitted by the Act.

**Section 3.17 Organization.** Meetings of the Members must be presided over by the President, or if he is not present, by the Vice President, if a Vice President has been elected, or if neither the President nor the Vice President is present, then by a chairman to be chosen by a majority of the Members entitled to vote who are present in person at the meeting. The Secretary of the Corporation, or in his absence, the Assistant Secretary, will act as secretary of every meeting, but if neither is present, the Members entitled to vote who are present in person may choose any person present to act as secretary of the meeting. Copies of minutes of all meetings and of all written actions in lieu of meetings must be provided to the Franchisor and the Area Representative.

At all meetings of the Members the order of business will be as follows:

- (1) Calling meeting to order.
- (2) Proof of notice of meeting and determination of quorum.
- (3) Reading and disposing of minutes of previous meeting.
- (4) Announcement of purposes for the meeting.
- (5) Reports of officers.
- (6) Reports of committees.



- (7) Unfinished business.
- (8) New business, including election of Directors if an annual meeting.
- (9) Adjournment.

**Section 3.18 Member Meetings by Telephone.** Any Member may participate in a Members' meeting, or may conduct a Members' meeting through the use of, any means of communication enabling all persons participating in the meeting to hear each other at the same time during the meeting. Participation by such means will constitute presence in person at a meeting.

## **ARTICLE 4**

### **Directors**

**Section 4.1 Number.** There will be at least 3 Directors on the Board. From time to time, the exact number of Directors may be determined by the Class C Member, but never less than 3 and never an amount less than as otherwise required by the Act. The current Board of Directors will consist of 13 Directors: 9 Class A Directors, 3 Class B Directors and 1 Class C Director. The Franchisor will divide the U.S.A. into 6 geographical regions (each, a "**Region**"), and may change the geographic makeup of the Regions from time to time as it determines appropriate in order to achieve reasonable approximation of proportionate representation of Class A Members. The current 6 Regions are shown on the attached Exhibit "A."

A. The Class A Directors will be nominated by the Class C Member and elected by a majority vote of Class A Members each for a 3-year term; except that no Class B Member who owns a Restaurant, or its affiliate, may be a Class A Director. The 9 Class A Directors will consist of: (1) 1 director from each Region; and (2) 3 directors from any Region (an "**At-Large Director**"). No Class B or Class C Members may serve as a Class A Director. Immediately upon approval of these Amended and Restated Bylaws, the Class A Directors will be elected as follows for the terms indicated: Southeast Region - 3-year term; Central Region - 2-year term; Southwest Region - 1-year term; West Region - 3-year term; Mid-Atlantic Region - 2-year term; Northeast Region - 1-year term; 1 At-Large Director - 3-year term; 1 At-Large Director - 2-year term; and 1 At-Large Director - 1-year term.

B. The Class B Directors will be nominated by the Class C Member and elected by a majority vote of Class B Members each for a 3-year term.

C. The Franchisor will appoint the Class C Director who will be an officer or executive of the Franchisor.

**Section 4.2 Vacancies.** Whenever a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors or the removal of 1 or more Directors, it may be filled by: (a) for Class A Directors, by the affirmative vote of a majority of the remaining Class A Directors even if the remaining Class A Directors constitute less than a quorum, for the remainder of the term; (b) for Class B Directors, by the affirmative vote of a majority of the remaining Class B Directors even if the remaining Class B Directors

constitute less than a quorum, for the remainder of the term; and (c) for Class C Director, by the Class C Member .

#### **Section 4.3    Removal of Directors.**

A. Any Class A Director may be removed with or without cause by vote of a majority of the Class A Members and the Class C Member at a membership meeting or by written action in lieu of meeting signed by the Class C Member and the Class A Members having not less than 2/3 of the votes that would be necessary to authorize or take such action at a meeting at which all Class A Members entitled to vote thereon were present and voted.

B. Any Class B Director may be removed with or without cause by vote of a majority of the Class B Members and the Class C Member at a membership meeting or by written action in lieu of meeting signed by the Class C Member and the Class A Members having not less than 2/3 of the votes that would be necessary to authorize or take such action at a meeting at which all Class A Members entitled to vote thereon were present and voted.

C. The Class C Director may be removed by the Class C Member, who may remove any of them at any time, with or without cause.

#### **Section 4.4    Qualification**

A. **Class A Directors:** Each director must be either a Class A Member, or an owner, officer or director of a Class A Member that is a business organization. However, any director serving on the Board of Directors will be automatically suspended at any time during which it or the business organization Class A Member for which it is associated is not in good standing. In addition, Directors will be automatically removed as Directors if, at any time, the Member with which they are associated is expelled from membership or is no longer a franchisee of the Franchisor either because the franchise agreement has expired or it has been terminated or transferred.

B. **Class B Directors:** Each director must be either a Class B Member, or an owner, officer or director of a Class B Member that is a business organization. However, any director serving on the Board of Directors will be automatically suspended at any time during which it or the business organization Class B Member for which it is associated is not in good standing. In addition, Directors will be automatically removed as Directors if, at any time, the Member with which they are associated is expelled from membership or is no longer a franchisee of the Franchisor either because the franchise agreement has expired or it has been terminated or transferred.

C. **Class C Directors:** The Class C Member will determine the qualifications of the Class C Directors as it sees fit.

**Section 4.5 Terms.** Directors will hold office for 3 years (except as otherwise provided in these Bylaws) and until their respective successors are duly elected and qualified or until there is a decrease in the number of Directors.

**Section 4.6 Resignation.** Any director may resign at any time. Such resignation will be made in writing and will take effect upon its delivery to the President or the Board of Directors or its Chairman.

**Section 4.7 Powers.** The business of the Corporation will be managed by its Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not prohibited by the Act, by the Articles of Incorporation or by these Bylaws.

**Section 4.8 Meetings.** The Board of Directors of the Corporation may hold meetings, whether annual or special, either within or without the State of Florida.

The annual meeting of the Board of Directors, for the purpose of electing officers and transacting such other business as may be brought before the meeting, will be held at such time and place as the Board of Directors may determine. The Board of Directors may by resolution provide for the time and place of other regular meetings, and no notice of such regular meetings need be given.

All other meetings of the Board may be called on the written request of (i) the Franchisor, or (ii) any Director or (iii) 25% or more of Members in good standing, at such time and place as may be stated in such request.

**Section 4.9 Notice of Special Meetings.** Written notice of the place, day and hour of any special meeting of the Board of Directors must be given by or under direction of the Secretary, to each director at least 2 days before the meeting; provided, however, that oral notice may be given to Directors in lieu of written notice so long as the party giving the notice to the Directors files with the Corporation a written statement of the date, time, place and manner of the oral notices. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors, need be stated in the notice or waiver of notice of such meeting.

**Section 4.10 Action Without a Meeting.** Any action required to be taken, or which may be taken, at a meeting of the Board of Directors or a Committee thereof, may be taken without a meeting, if a consent in writing, setting forth the action so to be taken, is signed by all of the Directors entitled to vote, or all of the members of the Committee who are entitled to vote, as the case may be. Such consent will have the same effect as a unanimous vote. Electronic signatures will constitute consent in writing.

**Section 4.11 Quorum and Voting.** At all meetings of the Board, a majority of the Directors then in office will constitute a quorum for the transaction of business. The act of a majority of Directors present at a meeting where a quorum is present will be the act of the Board of Directors, except as may be otherwise specifically provided by law, the Articles of Incorporation or these Bylaws. If at any meeting of the Board of Directors there is less than a

quorum present, a majority of those present may adjourn the meeting, without further notice, from time to time and place to place until a quorum will have been obtained.

**Section 4.12 Organization.** The President of the Corporation will act as Chairman and the Secretary will act as Secretary at all meetings of the Board.

**Section 4.13 Committees.** The Class C Member has the right to appoint at least one member of any committee.

**A. Executive Committee.**

(1) *Creation.* The Board of Directors may, by resolution adopted by a majority of the full Board, designate two or more of their number to constitute an Executive Committee.

(2) *Action and Powers.* In addition to the disabilities under the Act, and the other provisions of these Bylaws and the Articles of Incorporation regarding extraordinary voting requirements of the Board of Directors, the Executive Committee will not have the power to:

- (a) amend the Articles of Incorporation;
- (b) adopt a plan of merger, consolidation, recapitalization or other form of reorganization;
- (c) sell, lease, exchange or otherwise dispose of all or substantially all of the property and assets of the Corporation; or
- (d) adopt a plan of voluntary dissolution of the Corporation.

(3) *Report of Executive Committee.* The Executive Committee will cause a report of its actions to be distributed to the remaining members of the Board of Directors within 7 days of taking such actions and will cause such report to be filed with the minutes of the proceedings of the Board of Directors.

**B. Other Committees.** The Board may from time to time appoint such other committees and delegate such duties and powers thereto as it may deem advisable, provided that no delegation of power to such other committees may include any of the powers excluded under this Article. Each committee must have 2 or more members who serve at the pleasure of the Board of Directors.

**C. Committees Generally.** Each committee must elect its own chairman (unless a chairman has been designated by the Board of Directors) and may hold regular meetings without notice. Special committee meetings may be called by the chairman of

the committee or by the Board and notice of any special meeting must be given in the manner provided hereinabove for notice of special meetings of the Board of Directors. Quorum and voting requirements and the term, removal, and resignation bylaws applicable to the Board of Directors will apply to Committees. Each committee must keep regular minutes of its proceedings and report the same to the Board of Directors.

**Section 4.14 Compensation.** Directors must not receive any stated salary or compensation for their services as Directors or as members of committees. The Board may authorize reimbursement of expenses advanced by any director or committee member that have been pre-approved by the Franchisor. Nothing herein contained will be construed to preclude any director from serving the Corporation in any capacity as an officer, agent, or otherwise, but no compensation will be paid for such services.

**Section 4.15 Attendance by Telephone.** Any member or members of the Board of Directors or an Executive Committee or other committee will be deemed present and voting at a meeting of such Board or Committee if said member or members participate in the meeting by means of a conference telephone or other communications equipment enabling all persons participating in the meeting to hear each other at the same time. Participation by such means will constitute presence in person at a meeting.

## **ARTICLE 5**

### **Officers**

**Section 5.1 Officers.** The officers of this Corporation will consist of a President, a Secretary and a Treasurer, and may consist of such other officers, including but not limited to 1 or more Vice Presidents, Assistant Secretaries and Assistant Treasurers with such titles, powers and duties as may be prescribed from time to time by the Board of Directors. They will be elected by the Board of Directors at its annual meeting,

**Section 5.2 Term of Office; Vacancies.** Each officer must hold office for one year and until such officer's successor is duly elected and qualified. A vacancy in any office arising from any cause may be filled for the unexpired portion of the term by the Board of Directors, except the President.

**Section 5.3 Removal of Officers.** Any officer may be removed at any time with or without cause by action of the Board of Directors by the affirmative vote of 2/3 of the Directors then in office. Election or appointment of an officer will not of itself create contract rights. This provision will not prevent the making of a contract of employment for a definite term with any officer and will have no effect upon any cause of action which any officer may have as a result of removal in breach of a contract of employment.

**Section 5.4 Resignations.** An officer may resign at any time by delivering notice to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending

vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date of the pending vacancy.

**Section 5.5 Compensation.** No compensation will be paid to any officer or director of the Corporation, except the Board of Directors may reimburse the officers and directors for expenses that have been established in a budget approved by the Board and the Franchisor. Any variances in the budgeted amounts must be pre-approved by the Franchisor.

**Section 5.6 Refund of Payment.** In the event that the Internal Revenue Service disallows, in whole or in part, the deduction by the Corporation as an ordinary and necessary business expense of any payment made to an officer of the Corporation, whether as salary, commission, bonus or other form of compensation or as interest, rent or reimbursement of expenses incurred by such officer, such officer must reimburse the Corporation to the full extent of such disallowance. The Board of Directors of the Corporation will have the duty to require each such officer to make such reimbursement, and it will be the legal duty of each such officer thus to reimburse the Corporation.

**Section 5.7 Powers and Duties.**

A. **In General.** The officers of the Corporation will have such powers and duties as generally pertain to their respective offices, including the powers and duties provided by these Bylaws, as well as such powers and duties as from time to time may be conferred by the Board of Directors.

B. **President.** The President will:

- (1) preside at all meetings of the Board of Directors;
- (2) present at each annual meeting of the Directors a report of the condition of the business of the Corporation;
- (3) cause to be called regular and special meetings of the Directors in accordance with these Bylaws;
- (4) sign and make contracts and agreements in the name of the Corporation;
- (5) see that the books, reports, statements and certificates required by statute are properly kept and filed according to law;
- (6) sign notes, drafts or bills of exchange, warrants or other orders for the payment of money duly drawn on behalf of the Corporation;
- (7) have the power to hire and fire and approve compensation and other employment terms for such employees as he or she deems advisable, except that

the President may delegate the duty to supervise all employees of the Corporation to the Class C Director (for convenience, such employees may be joint employees of the Corporation and the Franchisor or its affiliates, and the Corporation will reimburse the other joint employer for all payroll and related expenses associated with employees); and

(8) have general charge of and control over the affairs of the Corporation and perform all the duties incident to such position and office, including the purchase by the Corporation of tangible or intangible assets, the enforcement of these Bylaws and all other things which the President is required to do by law.

**C. Vice President.** The Vice President, if any, will:

(1) in the absence or disability of the President, perform the duties and exercise the powers of the President; and

(2) perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

**D. Secretary.** The Secretary will:

(1) prepare the minutes of the meetings of the Board of Directors and keep the minutes in appropriate permanent books of record;

(2) give and serve all notices of the Corporation;

(3) be the custodian of the records and of the seal, and affix the latter when required, and authenticate records of the Corporation when required;

(4) keep the transfer books in the manner prescribed by law; and

(5) attend to all correspondence and perform all the duties incident to the office of the Secretary.

**E. Treasurer.** The Treasurer will:

(1) keep accounts of and have the care and custody of and be responsible for all the funds and securities of the Corporation;

(2) deposit all such funds in the name of the Corporation in such bank or banks, trust company or trust companies, or safe deposit vaults as the Board of Directors may designate;

(3) exhibit, at times required by law or these Bylaws, the corporate financial books and accounts to any director upon application at the office of the Corporation during business hours;

(4) render a statement of the condition of the finances of the Corporation (at each regular meeting of the Board of Directors, and at such other times as it will be required of the Treasurer) and a full financial report at the annual meeting of the Directors;

(5) keep at the office of the Corporation current books of account of all of its business transactions and such other books of account that the Board of Directors may require; and

(6) do and perform all other duties pertaining to the office of the Treasurer.

Provided, however, that the Franchisor will be responsible for collecting the Co-op contributions from the Class A Members, will maintain the financial records and budgets of the Corporation, and will be solely responsible for the disbursement of funds to pay approved expenses of the Corporation. The Franchisor has the right to be reimbursed for these services.

**F. Assistant Secretary and Assistant Treasurer.** The Assistant Secretary or Assistant Secretaries and the Assistant Treasurer or Assistant Treasurers will, in the absence or disability of the Secretary, or Treasurer, respectively, perform the duties of such officer and generally assist, in the case of an Assistant Secretary, the Secretary, or an Assistant Treasurer, the Treasurer.

**Section 5.8 Delegation of Duties.** In the case of the absence or disability of any officer of the Corporation or for any other reason deemed sufficient by a majority of the Board, the Board of Directors may delegate such officer's respective powers or duties to any other officer or to any director or agent of the Corporation for a specified period or until said delegation is revoked by the Board of Directors, provided that such delegation is otherwise permitted by law and by the Articles of Incorporation and these Bylaws.

## **ARTICLE 6** **Contributions**

**Section 6.1 Contributions.** Class A Members will contribute to the Corporation such amounts as required by their franchise agreements in the time, manner and method specified. The Class B Members will contribute to the Corporation such amounts as required by their area representative agreements. The Board of Directors will determine from time to time the amount of any additional contributions to be paid to the Corporation by its Members consistent with the franchise agreements and/or area representative agreements. The amount of the additional contributions will generally be uniform among Members except in situations in which Members are located in remote areas and, in the reasonable business judgment of the Board and the



Franchisor will not benefit from the Corporation's marketing, promotional and advertising activities as other Members, subject to the Franchisor's written approval. The Board of Directors will only make such determination if it reasonably believes that the level of benefits will be significantly less favorable to such remote Members as compared to the other Members. Otherwise, contributions for Members will be uniform.

**Section 6.2** **Payment of Contributions.** The Board of Directors will set the dates and method of payment for contributions consistent with the franchise agreements and/or area representative agreements. However, new Members will not have to pay their contributions until after their FIREHOUSE SUBS® Restaurants or area representative businesses have opened for business.

**Section 6.3** **Default in Payments.** The Franchisor will set up policies and procedures for dealing with situations in which Members have not timely paid contributions. The Franchisor may set interest rates and fees to offset administrative expenses, collection costs, etc. for delinquent payments. The Franchisor may also set policies for expelling Delinquent Members after a period of time. Nevertheless, in any event, no Member may be expelled except upon a vote or consent of the Franchisor, otherwise in accordance with these Bylaws.

**Section 6.4** **Limits on Contributions.** Contributions will never be less than the amount required by the franchise agreements and/or area representative agreements; and never less than 2% of Gross Sales. Gross Sales will have the meaning stated in the franchise agreements. Nevertheless, the Board of Directors may temporarily waive the obligation of any Member to make contributions to the Corporation to the extent and upon the conditions it adopts from time to time as long as those conditions are generally available and applicable to all Members and will not discriminate in favor of or against any Member or group of Members. However, notwithstanding the foregoing, the Board of Directors may establish a separate contribution rate or level for Members whose FIREHOUSE SUBS® Restaurants and/or area representative businesses are located in a remote area if, in their business judgment, such FIREHOUSE SUBS® Restaurants or area representative businesses would not receive the same amount of benefit from the promotional, advertising or marketing activities sponsored by the Corporation. Such variations may be on a case-by-case basis or annually, and only if the Franchisor has approved them. The Corporation will use the accounting system prescribed by the Franchisor. The Corporation will give full and complete access to all of its books and records at all times to its Members, Directors, and officers, and to the Franchisor .

## ARTICLE 7

### Notices

**Section 7.1** **Recording.** Whenever these Bylaws require notice to be given to Members, Directors, or committee members, proof of such notice whether given by mail, e-mail, telecopy, telephone, telegraph, cablegram or by personal contact will be recorded and filed by the Secretary in the minute book and incorporated into the minutes for the meeting to which such notice pertains.

**Section 7.2 Waiver.** Whenever any notice of a meeting is required to be given under the provisions of the Act, of the Articles of Incorporation, or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, either before, at or after the meeting, will be deemed equivalent to such required notice. Attendance of a person entitled to notice at a meeting will also constitute a waiver of notice of such meeting; provided, however, that such attendance will not constitute such a waiver if said person attends said meeting solely for the purpose of, and limits his participation at the meeting to, objecting to the transaction of any business because the meeting is not lawfully called or convened and states such objection at the beginning of the meeting.

## **ARTICLE 8**

### **Designated Financial Agents, Signatures and Seal**

**Section 8.1 Designated Financial Agents.** All funds of the Corporation will be deposited in the name of the Corporation in such bank, banks or other financial institutions as the Franchisor may from time to time designate and will be drawn out on checks, drafts or other order signed on behalf of the Corporation by such person or persons as the Franchisor may from time to time designate.

**Section 8.2 Other Agreements.** Except as otherwise specifically provided by these Bylaws, all contracts, agreements, deeds, bonds, mortgages and other obligations and instruments must be signed on behalf of the Corporation by the President or by such other officer, officers, agent or agents as the Board of Directors may from time to time by resolution provide.

## **ARTICLE 9**

### **Amendments of Bylaws**

The Bylaws may be altered, amended or repealed by a majority of the Directors and the Class C Member.

## **ARTICLE 10**

### **Indemnification**

**Section 10.1 Indemnification in Proceedings Other Than Actions by, or in the Right of, the Corporation.** The Corporation will indemnify any person who was or is a party to any proceedings (other than an action by, or in the right of, the Corporation), by reason of the fact that he is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, committee member, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise against liability incurred in connection with such proceeding, including any appeal thereof, if the indemnitee acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

**Section 10.2 Indemnification of Persons Parties to a Proceeding by or in the Right of the Corporation.** The Corporation will indemnify any person who was or is a party to any proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as the director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification may be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation. Provided, however, that no indemnification may be made hereunder in respect of any claim, issue, or matter as to which such person has been adjudged to be liable, unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, determines upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court deems proper.

**Section 10.3 Mandatory Indemnification.** To the extent that a director, officer, employee, or agent of the Corporation has been successful on the merits or otherwise in defense of any proceeding referred to in Sections 10.01 and 10.02 above, or in defense of any claim, issue or matter therein, he must be indemnified against expenses actually and reasonably incurred by him in connection therewith.

**Section 10.4 Authorization of Indemnification is Required.** Any indemnification under Sections 10.01 and 10.02, unless pursuant to a determination by a court, may be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 10.01 or 10.02. Such determination must be made pursuant to any procedures outlined by the Act, if any.

**Section 10.5 Additional Conditions to Indemnification.** The Board, by a majority vote of a quorum consisting of Directors who were not parties to the action, suit or proceeding to which the indemnification relates, may impose such additional conditions, subject to the approval of the Franchisor, upon any form of indemnification as the Board may deem appropriate, including, but not limited to, the right to assume the defense in appropriate circumstances, the right to select the attorney representing the indemnified person and the right to settle.

**Section 10.6 Payment of Expenses.** Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding must be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon a preliminary determination following the procedures set forth in Section 10.04 that such indemnified person meets the applicable standard of conduct referred to therein and subject to any conditions imposed by the Board pursuant to this Article and the prior receipt by the Corporation of an

undertaking satisfactory in form and substance to the Corporation that such person will promptly repay such amount unless it is ultimately determined that the person is entitled to be indemnified by the Corporation as authorized in this Article 10.

**Section 10.7 Indemnification Disallowed in Certain Circumstances.** The indemnification provided pursuant to this article may not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

A. a violation of the criminal law, unless the director, officer, employee or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;

B. a transaction from which the director, officer, employee or agent derived an improper personal benefit;

C. in the case of a director, a circumstance under which the Director would be liable to the Corporation under the Act; or

D. willful misconduct or a conscious disregard for the best interests of the Corporation in a proceeding by or in the right of the Corporation to procure a judgment in its favor.

**Section 10.8 Nonexclusivity.** The Corporation has the power to make any other or further indemnification of any of its Directors, officers, members of any committee, or any other person that the Corporation has the power by law to indemnify, including without limitation, employees or agents of the Corporation, under any bylaw, agreement, vote of disinterested Directors, or otherwise, both as to action in any official capacity and as to action in another capacity while holding such office, except an indemnification against gross negligence or willful misconduct. The indemnification as provided in this Article will continue as to any person who has ceased to be a Director, officer, employee, or agent and will inure to the benefit of such person's heirs and personal representatives.

## **ARTICLE 11** **General Provisions**

**Section 11.1 Fiscal Year.** The accounting year and periods of the Corporation will be as specified by the accounting system specified by the Franchisor.

**Section 11.2 Gender and Number.** Whenever the context requires, the gender of all words used herein includes the masculine, feminine and neuter, and the number of all words includes the singular and plural thereof.

**Section 11.3 Articles and Other Headings.** The Articles and other headings contained in these Bylaws are for reference purposes only and will not affect the meaning or interpretation of these Bylaws.

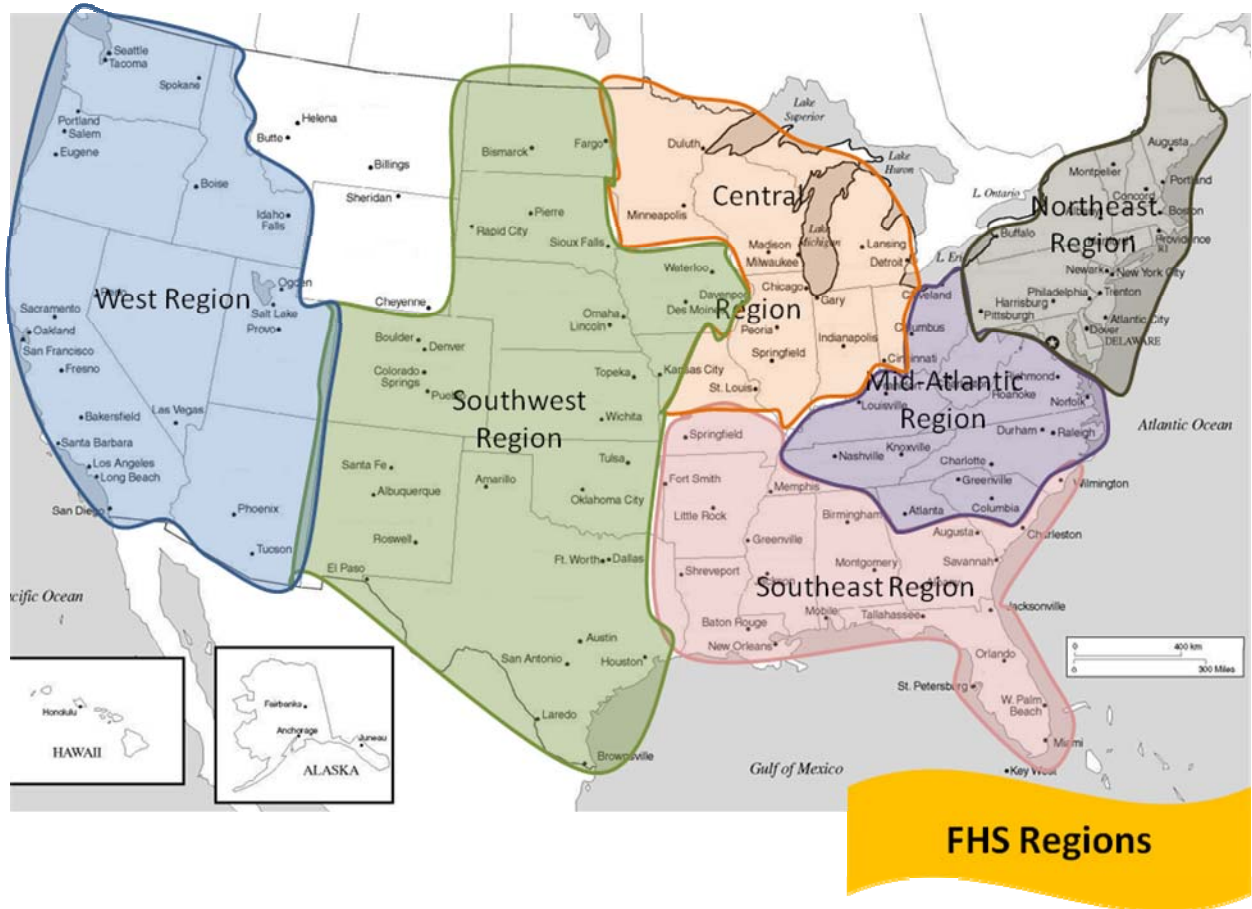
**Section 11.4 Minutes, Books and Records of Account.** The Corporation will keep correct and complete books and records of account and will keep minutes of the proceedings of its Board of Directors, and committees of Directors, and other records as required by the Act.

**Section 11.5 Statutory Cites.** Any reference in these Bylaws to the Act will include all revisions and amendments to the Act.

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**EXHIBIT A**  
**MAP OF REGIONS**

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**FIRST AMENDMENT TO AMENDED AND RESTATED BYLAWS  
OF FIREHOUSE SUBS MARKET FUND, INC.  
f/k/a JACKSONVILLE HOTTEST SUBS MARKETING CORPORATION, INC.**

This First Amendment (the “**Amendment**”) to the Amended and Restated Bylaws (the “**Bylaws**”) of **FIREHOUSE SUBS MARKET FUND, INC.** (the “**Corporation**”) is executed effective as of January 13, 2020.

**BACKGROUND**

The Bylaws were adopted as of September 30, 2014. Pursuant to Article 9 of the Bylaws, they may be amended by a vote of a majority of the Directors and the Class C Member. A majority of the Directors and the Class C Member have voted, at a meeting dated January 13, 2020 to amend the Bylaws as set forth in this Amendment relating solely to the process for considering removal of directors and to adopt a Code of Conduct for Class A Directors and Class B Directors.

**AMENDMENT**

Accordingly, the Bylaws are amended as follows:

1. **Code of Conduct.** The Board from time to time may adopt a Code of Conduct (the “**Code of Conduct**”), which will set forth standards for Director conduct, including moral and ethical conduct and Director violations of law. The Code of Conduct will be adopted, amended, modified, and/or cancelled in whole, or in part, solely by affirmative vote of the Class C Member and a majority of the Directors. The Code of Conduct will apply to Directors when acting in their capacity as Directors or otherwise. A determination by the Directors that a Director has not complied with or violated the Code of Conduct constitutes good cause for removing a Director in accordance with these Bylaws.
2. **Removal of Directors.** Notwithstanding anything in these Bylaws to the contrary, no Class A Director or Class B Director may be removed for an alleged violation of the Code of Conduct unless the Conduct Review Committee has first reviewed the allegation and referred the allegation to the Board for a vote. Upon referral from the Conduct Review Committee, the Board will review the allegation and, upon the reasonable satisfaction of the Board that the Board has reviewed enough material facts surrounding the allegation to make a decision, the Board may remove the accused Director at a meeting with the vote of the Class C Director, and a majority of the Class A Directors and Class B Directors voting as a single group, or by written action in lieu of meeting signed by the Class C Director and the Class A Directors and Class B Directors together having not less than 2/3 of the votes that would be necessary to authorize or take such action at a meeting at which all Class A Directors and Class B Directors entitled to vote thereon were present and voted together as a single group.
3. **Conduct Review Committee.** A Conduct Review Committee is created to review allegations of violations of the Code of Conduct.



(a) Members. The Conduct Review Committee will be comprised of the Class C Director and each officer currently in office.

(b) Action and Powers. The Conduct Review Committee will have the power to investigate allegations of violations of the Code of Conduct, report on their findings and recommend actions to the Board.


(c) Review Process. If any Director or officer becomes aware of an allegation that a Class A Director or Class B Director has violated the Code of Conduct, such Director or officer must bring the allegation before the Conduct Review Committee by notifying the Class C Member. The Conduct Review Committee will provide written notice to the accused Director, setting forth the allegation in reasonable detail. Within 15 days following the accused Director's receipt of such written notice, the accused Director will have the option to provide a statement to the Conduct Review Committee, which statement may include any information in connection with the allegation that the accused Director wishes to provide, including explanations, defenses, admissions, or otherwise. In the reasonable discretion of the Conduct Review Committee, the Conduct Review Committee may conduct or cause to be conducted an investigation into the facts surrounding the allegation, taking whatever actions or inquiries it deems reasonable, necessary or appropriate to do so. Upon the reasonable satisfaction of the Conduct Review Committee that it has uncovered and reviewed enough material facts surrounding the allegation to make a decision, and in no event before the earlier of either: (i) the expiration of the 15-day period described above, or (ii) the receipt by the Conduct Review Committee of a statement by the accused Director, the Conduct Review Committee will determine, by majority vote, to either end the inquiry into the allegation or submit the allegation to the Board for consideration of the accused Director's removal by Director vote otherwise in accordance with these Bylaws.

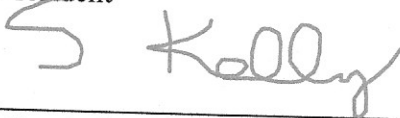
4. Effect. Except as modified and amended by this Amendment, the Bylaws remain in full force and effect.

*[Signature Page Follows]*


IN WITNESS WHEREOF, the undersigned certify that this Amendment, effective as January 13, 2020, \_\_\_\_\_, was duly adopted by a majority of the Directors and the Class C Member at a meeting held on January 13, 2020, \_\_\_\_\_.

**FIREHOUSE SUBS MARKET FUND,  
INC.:**

By:   
Name: Hampton Larry Chandler  
Title: President

By:   
Name: Carole Suzanne Kelly  
Title: Secretary

**CLASS C MEMBER:**

By:   
Name: Marisa Burton  
Title: Class C Member

*Signature Page to First Amendment to Amended and Restated Bylaws of  
Firehouse Subs Market Fund, Inc.*

**EXHIBIT L TO THE DISCLOSURE DOCUMENT**

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**FORM OF  
FIREHOUSE SUBS MARKET FUND, INC.  
MEMBERSHIP AGREEMENT**

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## THE FIREHOUSE SUBS MARKET FUND MEMBERSHIP AGREEMENT

THIS FIREHOUSE SUBS MARKET FUND MEMBERSHIP AGREEMENT is effective as of \_\_\_\_\_, 20\_\_\_, by and between THE FIREHOUSE SUBS MARKET FUND, INC. (the “Corporation”) and \_\_\_\_\_, a franchisee (the “Member”) operating a FIREHOUSE SUBS® Restaurant located in \_\_\_\_\_ (the “Member Restaurant”). The Corporation and the Member are sometimes referred to collectively as the “parties” or singularly as a “party”).

### BACKGROUND INFORMATION:

FIREHOUSE RESTAURANT GROUP, INC. (or its successor) (the “Franchisor”) franchises businesses which offer and serve large portion hot submarine style sandwiches in a unique fire-fighting atmosphere and decorum at an economical price (“FIREHOUSE SUBS® Restaurants”). The Member operates a FIREHOUSE SUBS® Restaurant within the cooperative area (the “Cooperative Area”). The Corporation was organized by the Franchisor and its franchisees operating in the Cooperative Area to pool advertising and marketing funds and resources in order for the members to benefit in their advertising, marketing and promotion expenditures. The Member is the owner of a FIREHOUSE SUBS® Restaurant who has entered into a franchise agreement with the Franchisor who wishes to participate in the Corporation and obtain the benefits of membership, while committing to make the contributions required by the Corporation from time to time in accordance with its governing documents.

### OPERATIVE TERMS:

Intending to be bound, the parties agree as follows:

1. **Bylaws.** The Franchisor has adopted Bylaws for the Corporation, which may only be amended, modified or replaced by the Franchisor. The parties agree to abide by those Bylaws. Unless the text or context of this Agreement requires otherwise, terms used in this Agreement will have the meanings as defined in the Bylaws.

2. **Membership.** By signing this Agreement:

(a) The Corporation accepts and enrolls the Member as a member in good standing with full rights and benefits of membership; and

(b) The Member agrees to become a member of the Corporation and agrees to be bound by and adhere to the Bylaws as now in effect or as subsequently modified, amended or replaced, in accordance with the Corporation’s governing documents, and to observe any administrative rules, regulations and policy statements adopted by the Corporation in accordance with the Bylaws.

3. **Scope.** This Agreement relates solely to the Member’s FIREHOUSE SUBS® Restaurant and the Member understands that he may have multiple memberships if he has multiple

FIREHOUSE SUBS® Restaurants. If this Agreement is signed prior to the opening of the Member's FIREHOUSE SUBS® Restaurant, it will not become effective unless and until the Member's FIREHOUSE SUBS® Restaurant opens for business in accordance with its franchise agreement.

4. ***Contributions.***

(a) **Obligation to Pay:** Members will contribute to the Corporation such amounts as required by their franchise agreements in the amount, time, manner and method specified by the Board. The Board of Directors will determine from time to time the amount of any additional contributions to be paid to the Corporation by its Members consistent with the franchise agreements. The amount of the contributions will generally be uniform among Members except in situations in which Members are located in remote areas and, in the reasonable business judgment of the Franchisor, will not benefit from the Corporation's marketing, promotional and advertising activities as other Members. The Board of Directors will only make such recommendations to the Franchisor if it reasonably believes that the level of benefits will be significantly less favorable to such remote Members as compared to the other Members. Otherwise, contributions for Members will be uniform. The Franchisor will set the dates and method of payment for contributions consistent with the franchise agreements. However, new Members will not have to pay their contributions until after their FIREHOUSE SUBS® Restaurants have opened for business.

(b) **Reports:** The Member agrees that the Corporation may review reports and other information available to the Franchisor in an effort to verify that the proper amount of contributions have been paid by the Member. Each contribution payment must be accompanied by a report on a form promulgated by the Corporation showing the amount of contributions the Member paid with respect to the Member's FIREHOUSE SUBS® Restaurant, to the extent that such payments vary based on gross sales, gross revenues or through some other means. The Member authorizes and instructs the Franchisor to furnish to the Corporation, upon its request, copies of the Member's reports and records for the purpose of verifying amounts due.

5. ***Benefits.*** The Corporation agrees that it will operate on a non-profit basis in accordance with its governing documents and that all contributions will be spent solely for the purposes permitted in the Bylaws.

6. ***Effective Date and Term.*** This Agreement becomes effective on the date signed by the Member and will continue until the earlier of:

(a) The Corporation's operations are terminated by action of the Franchisor or the Corporation is dissolved without being reinstated within 2 years; or

(b) Until Member ceases to be a member in good standing either because it is no longer a franchisee of the Franchisor or it has been expelled. If the Member ceases to be a FIREHOUSE SUBS® franchisee, its voting and other membership rights in the

Corporation automatically terminate on the day that its franchise agreements terminates or expires. However, if the Member owes contributions at the time of such termination or expiration, then it will still be obligated and responsible for all contributions that accrued prior to the date of such termination or expiration.

7. **Franchise Transfers.** The parties recognize that the timing of payment of contributions may not always coincide with the closing of the transfers of FIREHOUSE SUBS® Restaurants. Accordingly, the parties agree as follows:

(a) **Timing:** The Member will remain responsible to the Corporation for all contributions due through the date of the closing of any transfer of the FIREHOUSE SUBS® Restaurant to anyone else. Such transfer will be deemed to occur if it constitutes a transfer or assignment under the Member's franchise agreement.

(b) **Credit Balances:** If the Member sells or closes the Member's FIREHOUSE SUBS® Restaurant at a time when it has a credit balance with the Corporation, the credit balance will not be refunded but will be either: (i) retained for the benefit of other members of the Corporation if the transaction involves a closing of the Member's FIREHOUSE SUBS® Restaurant or the termination or expiration of the Member's franchise agreement; or (ii) credited to the FIREHOUSE SUBS® Restaurant's purchaser if a sale, transfer or assignment is involved; or (iii) credited to the Member's other FIREHOUSE SUBS® Restaurants (and memberships if the transaction involves the closing of one FIREHOUSE SUBS® Restaurant but the Member owns multiple FIREHOUSE SUBS® Restaurants and remains a Member with respect to one or more other FIREHOUSE SUBS® Restaurants).

8. **Delinquencies.** The Member agrees that the Corporation will adopt rules and regulations regarding the treatment of delinquencies. The Member agrees to abide by them, including the payment of interest and late payment fees for delinquent contributions. The Member understands that it may lose voting rights and other privileges as a result of being delinquent in making contributions and that its membership may be cancelled by the Corporation for failing to do so as set forth by the Franchisor.

9. **Entity Participation.** If the Member is a corporation, partnership or other business organization, it will appoint one person to represent its interest at Corporation meetings in whatever capacity it participates. However, such representatives must either be a: (i) shareholder, partner, director or officer of the business organization that is the Member; or (ii) an employee of the Member who has a rank and position no less than Restaurant Manager. The Corporation will be entitled to rely on such representative's decisions, votes and consents at any such meeting without further inquiry. One representative can represent multiple members and multiple FIREHOUSE SUBS® Restaurants.

10. **Varying Participation.** Contributions will never be less than the amount required by the franchise agreements. Unless changed by an amendment to the Bylaws, the contribution rate may never be less than 2% of the monthly Gross Sales of the Member's Restaurant owned and operated by the Member for which such membership relates. Gross Sales will have the meaning

stated in the franchise agreements. Nevertheless, the Board of Directors may recommend to the Franchisor to temporarily waive the obligation of any Member to make contributions to the Corporation to the extent and upon the conditions it adopts from time to time as long as those conditions are generally available to all Members and will not discriminate in favor of or against any Member or group of Members; the Franchisor may act on this recommendation at its sole discretion. However, notwithstanding the foregoing, the Board of Directors may recommend to the Franchisor to establish a separate contribution rate or level for Members whose FIREHOUSE SUBS® Restaurants are located in a remote area if, in their business judgment, such FIREHOUSE SUBS® Restaurants would not receive the same amount of benefit from the promotional, advertising or marketing activities sponsored by the Corporation and approved by the Franchisor. Such variations may be on a case-by-case basis or annually, and only if the Franchisor has approved them.

11. **Program Participation.** The Member will not be required, as a condition of membership in the Corporation, or otherwise, to participate in any advertising, promotional or marketing activity specified by the Corporation which would require the Member to advertise or to charge a specified retail price, or a minimum retail price for any product or service furnished by FIREHOUSE SUBS® Restaurants. However, if the Member does not participate in such activities, its obligation to pay contributions pursuant to this Agreement will not be affected in any way. The Member also agrees that if its voting rights are suspended because it is delinquent in paying contributions, it does not excuse it from being obligated to pay any other contributions that become due and payable.

12 **National Programs.** The Members and the Corporation agree and understand that they will participate in marketing programs and spend Corporation funds as directed by the Franchisor in up to 4 programs per year. The Members and Corporation acknowledge that this participation may or may not exhaust the entire available Corporation funds.

13. **Miscellaneous.**

(a) **Severability:** If any of the provisions of this Agreement are held invalid for any reason, the remainder will not be affected and will remain in full force and effect in accordance with its terms.

(b) **Litigation Expenses:** In any action or dispute, at law or in equity, that may arise under or otherwise relate to the terms of this Agreement, the prevailing party will be entitled to full reimbursement of its litigation expenses from the other party. Litigation expenses include attorneys' fees, defense costs, witness fees and other related expenses including paralegal fees, travel and lodging expenses and court costs. Reimbursement is due within 30 days of written notice after prevailing.

(c) **Waivers:** No waiver of any provision of this Agreement will be valid unless in writing and signed by the person against whom it is sought to be enforced. The failure by either party to insist upon strict performance of any provision will not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same provision at any other time, or any other provision of this Agreement.

(d) **Governing Law/Jurisdiction:** This Agreement is governed by Florida law. The courts of Duval County, Florida have exclusive jurisdiction in any controversy relating to or arising out of this Agreement. All parties waive any objections to venue in Duval County, Florida.

(e) **Liabilities and Beneficiaries:** Neither party will be liable to any other person who is not a party to this Agreement by virtue of their relationship to each other. No other person has any rights because of this Agreement, except for the parties. However, notwithstanding the foregoing, although the Franchisor is not a party to this Agreement, and is not bound by it, it is a third-party beneficiary and has the right to enforce it. This Agreement replaces and supersedes any prior membership agreement that Member had with the Corporation and/or any other FIREHOUSE SUBS® cooperative.

Intending to be bound, the parties sign below:

**FIREHOUSE SUBS MARKET FUND, INC.**

\_\_\_\_\_

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

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



**EXHIBIT M TO THE DISCLOSURE DOCUMENT**

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**AREA REPRESENTATIVES**

**AS OF DECEMBER 31, 2021**

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**Badger Development Group, LLC (“BDG”) – Eric Erwin (Wisconsin)**

BDG is a Wisconsin limited liability company formed in April 2012, with Don Davey as CEO and Eric Erwin as President. Their official address is 200 First St, Suite 204, Neptune Beach, FL 32266, and the telephone numbers are [231-633-2788](tel:231-633-2788) and 904-607-6988. The email addresses are [eric.erwin@firehousesubs.com](mailto:eric.erwin@firehousesubs.com), [ddavey@firehousesubs.com](mailto:ddavey@firehousesubs.com) and [bobbie.erwin@firehousesubs.com](mailto:bobbie.erwin@firehousesubs.com).

**BDG, Eric Erwin, President:** He has been President of BDG since its inception.

**BDG, Don Davey, CFO:** Don Davey has been a Firehouse Subs franchisee since opening his first restaurant in 2013. He now owns twelve locations in Central Florida and partnered with Eric Erwin to open the first Firehouse Subs in Wisconsin in 2012. He is also the founder of Disciplined Equity Management, a wealth management firm for high net worth individuals.

**BDG, Barbara Erwin, Shareholder:** Since February 2012, Mrs. Erwin currently serves as the Administrator, Fire Marshall, and Area Representative for BDG.

**Franklin Restaurant Group, LLC (“Franklin”) – Ryan Franklin (Texas)**

Franklin is a Texas limited liability company formed in February of 2011, with Ryan Franklin as President. The official address is 987 Lehigh Lane, Allen, Texas 75013, and the telephone number is (214) 843-5096. The email address is [ryan.franklin@firehousesubs.com](mailto:ryan.franklin@firehousesubs.com)

**Houston Restaurant Group, LLC. (“HRG”) – Michael McCown (Texas)**

HRG is a Texas limited liability company whose principal address is 17207 Sky Haven, Tomball, Texas 77377, and its telephone number is (832) 877-6538. The email address is [mmccown@firehousesubs.com](mailto:mmccown@firehousesubs.com). HRG was founded in March 2005 by Mike McCown, Martin Hart, Jim Zarley, Steve Umberger, and Keith Sullins. Mike McCown has served as President of HRG since its formation.

**Latin America Subs, LLC (“LAS”) - Aniceto Solares (Puerto Rico)**

LAS is a Delaware limited liability company authorized to do business in Puerto Rico on May 23, 2011. Aniceto Solares is the President as of 2014. Their physical address is Carr. 5, Catano, Puerto Rico 00962, and its telephone number is 787-474-7913. The email address is [aniceto.solares@firehousesubs.com](mailto:aniceto.solares@firehousesubs.com). Mr. Solares has been with Caribbean Restaurants, LLC, the parent of LAS for 39 years. During this time, he has held various positions throughout the organization, including Director of Training, Vice President of Operations and Executive Vice President. He is currently President/CEO.

No litigation is required to be disclosed and no bankruptcy is required to be disclosed for any of these Area Representatives.

**EXHIBIT N TO THE DISCLOSURE DOCUMENT**

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**LIST OF FRANCHISE OWNERS**

**AS OF DECEMBER 26, 2021**

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**LIST OF US FRANCHISED RESTAURANTS  
OPEN AND OPERATING  
AS OF DECEMBER 26, 2021**

<b>STATE</b>	<b>FRANCHISEE NAME &amp; MAILING ADDRESS</b>	<b>RESTAURANT STREET ADDRESS</b>	<b>RESTAURANT CITY</b>	<b>RESTAURANT STATE AND ZIP CODE</b>
ALABAMA	PFI-Alabaster, Inc. P: Claudia Porter 5005 Shandwick Circle Birmingham, AL 35242 (205) 612-3186 <a href="mailto:cporter@firehousesubs.com">cporter@firehousesubs.com</a>	100 S. Colonial Drive, Suite 1200	Alabaster	AL 35007
ALABAMA	D&J Restaurant Group, LLC P: Darryl Harris 100 County Road 551 Centre, AL 35960 (256) 405-3638 <a href="mailto:dharris@firehousesubs.com">dharris@firehousesubs.com</a>	8171 US Hwy. 431, Suite F	Albertville	AL 35950
ALABAMA	Hero Subs, Inc. P: Utoka Jackson 205 Church Street Andalusia, AL 36420 (334) 504-4534 <a href="mailto:utoka.jackson@firehousesubs.com">utoka.jackson@firehousesubs.com</a>	102 MLK Expressway	Andalusia	AL 36420
ALABAMA	H & R Restaurants LLC P: Jason Hayles 8572 Madison Blvd Madison, AL 35758 (205) 441-2722 <a href="mailto:jhayles@firehousesubs.com">jhayles@firehousesubs.com</a>	935 HWY 72E, Suite A	Athens	AL 35611
ALABAMA	War Eagle Wiches, LLC P: Amy Griggs 64 North Haven Road Seale, AL 36875 (706) 527-0673 <a href="mailto:amy.griggs@firehousesubs.com">amy.griggs@firehousesubs.com</a>	1907 S. College Street, Suite 108	Auburn	AL 36832

<b>STATE</b>	<b>FRANCHISEE NAME &amp; MAILING ADDRESS</b>	<b>RESTAURANT STREET ADDRESS</b>	<b>RESTAURANT CITY</b>	<b>RESTAURANT STATE AND ZIP CODE</b>
ALABAMA	CWC Group, LLC P: James Cain 5984 South Fork Drive Hoover, AL 35244 (334) 695-1271 <a href="mailto:james.cain@firehousesubs.com">james.cain@firehousesubs.com</a>	4917 Promenade Pkwy., Suite 105	Bessemer	AL 35022
ALABAMA	JFC Development, LLC P: James Cain 5984 South Fork Drive Hoover, AL 35244 (334) 695-1271 <a href="mailto:james.cain@firehousesubs.com">james.cain@firehousesubs.com</a>	1483 Gadsden Highway, Suite 1312	Birmingham	AL 35235
ALABAMA	Porter Family Investments, Inc. P: Claudia Porter 5005 Shandwick Circle Birmingham, AL 35242 (205) 612-3186 <a href="mailto:cporter@firehousesubs.com">cporter@firehousesubs.com</a>	5269 Hwy 280 S., Suite B-8	Birmingham	AL 35242
ALABAMA	H & R Restaurants LLC P: Jason Hayles 8572 Madison Blvd Madison, AL 35758 (205) 441-2722 <a href="mailto:jhayles@firehousesubs.com">jhayles@firehousesubs.com</a>	1302 2 <sup>nd</sup> Avenue SW, Suite G	Cullman	AL 35055
ALABAMA	S & J Allday Foods, Inc. P: Scott Allday P.O. Box 1240 Foley, AL 36536 (251) 986-7827 <a href="mailto:sallday@firehousesubs.com">sallday@firehousesubs.com</a>	6890-6 Highway 90	Daphne	AL 36526

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
ALABAMA	S & J Allday Foods, Inc. P: Scott Allday P.O. Box 1240 Foley, AL 36536 (251) 986-7827 <a href="mailto:sallday@firehousesubs.com">sallday@firehousesubs.com</a>	9912 Dimitrious Avenue	Daphne	AL 36526
ALABAMA	HRT Restaurants, LLC P: Dexter Troullier 3209 Battlement Road SW Decatur, AL 35603 (850) 261-5344 <a href="mailto:dexter.troullier@firehousesubs.com">dexter.troullier@firehousesubs.com</a>	2812 Spring Avenue SW, Suite G	Decatur	AL 35603
ALABAMA	Ralph & Jill, Inc. P: Christopher Fabozzi 3017 Golden Eagle Dr. Tallahassee, FL 32312 (850) 445-4696 <a href="mailto:chris.fabozzi@firehousesubs.com">chris.fabozzi@firehousesubs.com</a>	3850 W. Main Street, Unit 806	Dothan	AL 36305
ALABAMA	Ralph & Jill, Inc. P: Christopher Fabozzi 3017 Golden Eagle Dr. Tallahassee, FL 32312 (850) 445-4696 <a href="mailto:chris.fabozzi@firehousesubs.com">chris.fabozzi@firehousesubs.com</a>	3255 S. Oates Street, Suite 8	Dothan	AL 36301
ALABAMA	10-12 Investments, L.L.C. P: Derek (James) Thomas 200 County Road 755 Enterprise, AL 36330 (334) 494-2725 <a href="mailto:derek.thomas@firehousesubs.com">derek.thomas@firehousesubs.com</a>	607-E Boll Weevil Circle	Enterprise	AL 36330

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
ALABAMA	S & J Allday Foods, Inc. P: Scott Allday PO Box 1240 Foley, AL 36536 (251) 752-4806 <a href="mailto:sallday@firehousesubs.com">sallday@firehousesubs.com</a>	113 S Greeno Road, Suite E	Fairhope	AL 36532
ALABAMA	Wharton Restaurant Company, LLC P: Mitchell Wharton 2700 Yorktown Drive Tuscaloosa, AL 35406 (205) 792-2069 <a href="mailto:mitchell.wharton@firehousesubs.com">mitchell.wharton@firehousesubs.com</a>	365 Cox Creek Parkway	Florence	AL 35360
ALABAMA	S & J Allday Foods, Inc. P: Scott Allday P.O. Box 1240 Foley, AL 36536 (251) 986-7827 <a href="mailto:sallday@firehousesubs.com">sallday@firehousesubs.com</a>	167 9 <sup>th</sup> Avenue	Foley	AL 36535
ALABAMA	JFC Development, LLC P: James Cain 5984 South Fork Drive Hoover, AL 35244 (334) 695-1271 <a href="mailto:james.cain@firehousesubs.com">james.cain@firehousesubs.com</a>	3477 Lowery Parkway, Suite 115	Fultondale	AL 35068
ALABAMA	Harris Restaurant Group, LLC P: Darryl Harris 270 Oak Hill Dr. Wedowee, AL 36278 (817) 791-7685 <a href="mailto:dharris@firehousesubs.com">dharris@firehousesubs.com</a>	332 E. Meighan Blvd., Suite G-3	Gadsden	AL 35903

<b>STATE</b>	<b>FRANCHISEE NAME &amp; MAILING ADDRESS</b>	<b>RESTAURANT STREET ADDRESS</b>	<b>RESTAURANT CITY</b>	<b>RESTAURANT STATE AND ZIP CODE</b>
ALABAMA	DMC Development, Inc. P: David Conklin P.O. Box 400 Helena, AL 35080 (863) 528-4824 <a href="mailto:dconklin@firehousesubs.com">dconklin@firehousesubs.com</a>	429 Greensprings Highway	Homewood	AL 35209
ALABAMA	Jones Valley Restaurant FH, LLC P: Zane Laney 2750 Carl T. Jones Dr., Suite 810 Huntsville, AL 35802 (256) 603-2411 <a href="mailto:zlaney@firehousesubs.com">zlaney@firehousesubs.com</a>	2750 Carl T. Jones Dr., Suite 1500A	Huntsville	AL 35802
ALABAMA	H & R Restaurants LLC P: Jason Hayles 8572 Madison Blvd Madison, AL 35758 (205) 441-2722 <a href="mailto:jhayles@firehousesubs.com">jhayles@firehousesubs.com</a>	6275 University Drive	Huntsville	AL 35806
ALABAMA	H & R Restaurants LLC P: Jason Hayles 8572 Madison Blvd Madison, AL 35758 (205) 441-2722 <a href="mailto:jhayles@firehousesubs.com">jhayles@firehousesubs.com</a>	3022 Memorial Parkway	Huntsville	AL 35801
ALABAMA	H & R Restaurants LLC P: Jason Hayles 8572 Madison Blvd Madison, AL 35758 (205) 441-2722 <a href="mailto:jhayles@firehousesubs.com">jhayles@firehousesubs.com</a>	1079 Balch Road, Suite A	Huntsville	AL 35758



STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
ALABAMA	H & R Restaurants LLC P: Jason Hayles 8572 Madison Blvd Madison, AL 35758 (205) 441-2722 <a href="mailto:jhayles@firehousesubs.com">jhayles@firehousesubs.com</a>	3572 Madison Blvd., Unit U	Madison	AL 35758
ALABAMA	JD Chandler & Associates, LLC P: James Chandler 27321 Creekwood Drive Daphne, AL 36526 (251) 454-2536 <a href="mailto:jdchandler@firehousesubs.com">jdchandler@firehousesubs.com</a>	3075 Government Blvd., B105	Mobile	AL 36606
ALABAMA	JD Chandler & Associates, LLC P: James Chandler 27321 Creekwood Drive Daphne, AL 36526 (251) 454-2536 <a href="mailto:jdchandler@firehousesubs.com">jdchandler@firehousesubs.com</a>	3694 Airport Boulevard	Mobile	AL 36608
ALABAMA	JD Chandler & Associates, LLC P: James Chandler 27321 Creekwood Drive Daphne, AL 36526 (251) 454-2536 <a href="mailto:jdchandler@firehousesubs.com">jdchandler@firehousesubs.com</a>	5300-C Hallsmill Road	Mobile	AL 36619
ALABAMA	Hillcrest Foods, LLC P: Jim Sherman 1140 Wakefield Dr. W. Mobile, AL 36695 (251) 767-5304 <a href="mailto:jsherman@firehousesubs.com">jsherman@firehousesubs.com</a>	6300 Grelot Road	Mobile	AL 36695

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ALABAMA	JES Enterprises, LLC P: Ed Smith 9331 Preston Place Montgomery, AL 36117 (334) 231-2451 <a href="mailto:esmith@firehousesubs.com">esmith@firehousesubs.com</a>	6661 Atlanta Highway	Montgomery	AL 36117
ALABAMA	Sherrod Development Company, Inc. P: Douglas Sherrod 3517 Lancaster Lane Montgomery, AL 36106 (334) 467-1868 <a href="mailto:doug.sherrod@firehousesubs.com">doug.sherrod@firehousesubs.com</a>	2890 Zelda Road	Montgomery	AL 36106
ALABAMA	War Eagle Wiches, LLC P: Amy Griggs 64 North Haven Road Seale, AL 36875 (706) 527-0673 <a href="mailto:amy.griggs@firehousesubs.com">amy.griggs@firehousesubs.com</a>	3000 Pepperell Pkwy., Suite 7	Opelika	AL 36801
ALABAMA	Harris Restaurant Group, LLC P: Darryl Harris 1188 Five Points Road Buchanan, Georgia 30113 (817) 791-7685 <a href="mailto:dharris@firehousesubs.com">dharris@firehousesubs.com</a>	552 Oxford Exchange Boulevard	Oxford	AL 36203
ALABAMA	Uncle Gene's, LLC P: Gene Yager 161 Rosemount Court Enterprise, AL 36330 (334) 714-6551 <a href="mailto:gyager@firehousesubs.com">gyager@firehousesubs.com</a>	1177 Andrews Avenue, Suite R	Ozark	AL 36360

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ALABAMA	JRC Holdings, LLC P: Justin Clark 488 River Crest Drive N. Helena, AL 35080 (863) 241-3476 <a href="mailto:justin.clark@firehousesubs.com">justin.clark@firehousesubs.com</a>	2586 Cobbs Ford Road	Prattville	AL 36066
ALABAMA	JD Chandler & Associates, LLC P: James Chandler 27321 Creekwood Drive Daphne, AL 36526 (251) 454-2536 <a href="mailto:jdchandler@firehousesubs.com">jdchandler@firehousesubs.com</a>	1402 Industrial Parkway, Suite 2	Saraland	AL 36571
ALABAMA	10 – 12 Investments, LLC P: Derick Thomas 200 County Road 755 Enterprise, AL 36330 (334) 494-2725 <a href="mailto:derick.thomas@firehousesubs.com">derick.thomas@firehousesubs.com</a>	1007 US 231 South	Troy	AL 36081
ALABAMA	H&R Restaurants, LLC P: Larry Richard 8572 Madison Blvd Madison, AL 35758 (850) 261-5344 <a href="mailto:lrichard@firehousesubs.com">lrichard@firehousesubs.com</a>	1130 University Blvd., Unit B-3	Tuscaloosa	AL 35401
ALASKA	Chena River Restaurants, Inc. P: Greg Persinger 3014 Riverview Drive Fairbanks, AK 99709 (256) 200-9187 <a href="mailto:greg.persinger@firehousesubs.com">greg.persinger@firehousesubs.com</a>	345 W. 104 <sup>th</sup> Avenue, Suite 100	Anchorage	AK 99515
ALASKA	Chena River Restaurants, Inc. P: Greg Persinger 3014 Riverview Drive Fairbanks, AK 99709 (256) 200-9187 <a href="mailto:greg.persinger@firehousesubs.com">greg.persinger@firehousesubs.com</a>	950 Old Steese Highway, Suite B	Fairbanks	AK 99701

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ARIZONA	Westside Subs, LLC P: Arturo Jimenez 15794 West McKinley Street Goodyear, AZ 85338 (661) 599-3337 <a href="mailto:arturo.jimenez@firehousesubs.com">arturo.jimenez@firehousesubs.com</a>	485 S. Watson Road	Buckeye	AZ 85326
ARIZONA	JB Subs 2, LLC P: John Beveridge 2053 W. Megan Street Chandler, AZ 85224 (602) 616-7899 <a href="mailto:john.beveridge@firehousesubs.com">john.beveridge@firehousesubs.com</a>	1664 E. Florence Boulevard	Casa Grande	AZ 85122
ARIZONA	Command, LLC P: William Smart 11992 East Sand Hills Road Scottsdale, AZ 85255 (856) 220-2821 <a href="mailto:william.smart@firehousesubs.com">william.smart@firehousesubs.com</a>	34317 N. Cave Creek Road, Suite 101	Cave Creek	AZ 85331
ARIZONA	S. F. D. Holdings, Inc. P: Robert Salcido 3542 E Red Oak Lane Gilbert, AZ 85297 (480) 580-6723 <a href="mailto:robert.salcido@firehousesubs.com">robert.salcido@firehousesubs.com</a>	2100 S. Gilbert Road, Suite 11	Chandler	AZ 85286
ARIZONA	Firezona, LLC P: Scott Friedman 2352 N. Steele Circle Mesa, AZ 85207 (480) 236-1542 <a href="mailto:sfriedman@firehousesubs.com">sfriedman@firehousesubs.com</a>	3245 W. Ray Road, Suite 1	Chandler	AZ 85226

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
ARIZONA	Steamin' Subs, Inc. P: Elisa Friedman 2352 N. Steele Circle Mesa, AZ 85207 (480) 236-1542 <a href="mailto:elisa.friedman@firehousesubs.com">elisa.friedman@firehousesubs.com</a>	6050 W. Chandler Boulevard, Suite 1	Chandler	AZ 85226
ARIZONA	Firestaff Management II, LLC P: Michelle Shrader 1801 W. Deuce of Clubs, Suite 310 Show Low, AZ 85901 (816) 550-2346 <a href="mailto:michelle.shrader@firehousesubs.com">michelle.shrader@firehousesubs.com</a>	2619 S. Woodlands Blvd.	Flagstaff	AZ 86001
ARIZONA	Nozzlehead Corporation P: Randall Sevilla 18326 E. Navajo Drive Queen Creek, AZ 85142 (480) 682-8280 <a href="mailto:randall.sevilla@firehousesubs.com">randall.sevilla@firehousesubs.com</a>	2894 S. San Tan Village Pkwy., Suite 101	Gilbert	AZ 85295
ARIZONA	Tillerman Corporation P: Randall P. Sevilla 18326 E. Navajo Drive Queen Creek, AZ 85142 (480) 688-5699 <a href="mailto:randall.sevilla@firehousesubs.com">randall.sevilla@firehousesubs.com</a>	4764 S. Higley Road, Suite 106	Gilbert	AZ 85297
ARIZONA	AZ Firehosers 2, Inc. P: Paul Lukert 9058 West Watson Lane Peoria, AZ 85381 (602) 930-6187 <a href="mailto:plukert@firehousesubs.com">plukert@firehousesubs.com</a>	13637 N. 59 <sup>th</sup> Avenue, Suite B	Glendale	AZ 85304
ARIZONA	AZ Firehosers, LLC P: Paul Lukert 9058 West Watson Lane Peoria, AZ 85381 (602) 930-6187 <a href="mailto:plukert@firehousesubs.com">plukert@firehousesubs.com</a>	20165 North 67 <sup>th</sup> Ave., Suite 122B	Glendale	AZ 85308

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ARIZONA	FortyAte State, Inc. P: Avril Tatum 2352 North Steele Circle Mesa, AZ 85207 (561) 601-1361 <a href="mailto:avril.tatum@firehousesubs.com">avril.tatum@firehousesubs.com</a>	5803 W. Northern Avenue, Suite 100	Glendale	AZ 85301
ARIZONA	Westside Subs 3, LLC P: Arturo Jimenez 15794 West McKinley Street Goodyear, AZ 85338 (661) 599-3337 <a href="mailto:arturo.jimenez@firehousesubs.com">arturo.jimenez@firehousesubs.com</a>	15525 W. Roosevelt Street, Suite 110	Goodyear	AZ 85338
ARIZONA	Westside Subs 4, LLC P: Arturo Jimenez 15794 West McKinley Street Goodyear, AZ 85338 (661) 599-3337 <a href="mailto:arturo.jimenez@firehousesubs.com">arturo.jimenez@firehousesubs.com</a>	5122 N. Dysart Road, Suite 100	Litchfield Park	AZ 85340
ARIZONA	JB Subs, Inc. P: John Beveridge 2053 W. Megan Street Chandler, AZ 85224 (602) 616-7899 <a href="mailto:john.beveridge@firehousesubs.com">john.beveridge@firehousesubs.com</a>	21083 N. John Wayne Pkwy, Suite C101	Maricopa	AZ 85139
ARIZONA	Desert Firesubs 8 LLC P: Jerry Griffin 4606 East Elmwood Circle Mesa, AZ 85205 (480) 861-1274 <a href="mailto:jgriffin@firehousesubs.com">jgriffin@firehousesubs.com</a>	3420 East Baseline Road, Suite 101	Mesa	AZ 85204
ARIZONA	Fire Line Restaurant Group II, LLC P: Aaron Krause 1043 Owl Drive Gilbert, AZ 85297 (480) 239-4050 <a href="mailto:akrause@firehousesubs.com">akrause@firehousesubs.com</a>	1616 S. Stapley Drive, Suite 101	Mesa	AZ 85204

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ARIZONA	Desert Firesubs, LLC P: Jerry Griffin 4606 E. Elmwood Circle Mesa, AZ 85205 (480) 861-1274 <a href="mailto:jgriffin@firehousesubs.com">jgriffin@firehousesubs.com</a>	1829 N. Power Rd., Suite 109	Mesa	AZ 85205
ARIZONA	Desert FireSubs #2, LLC P: Jerry Griffin 4606 E. Elmwood Circle Mesa, AZ 85205 (480) 861-1274 <a href="mailto:jgriffin@firehousesubs.com">jgriffin@firehousesubs.com</a>	10720 E. Southern Ave. Suite 112-D	Mesa	AZ 85209
ARIZONA	Desert FireSubs #3, LLC P: Jerry Griffin 4606 E. Elmwood Circle Mesa, AZ 85205 (480) 861-1274 <a href="mailto:jgriffin@firehousesubs.com">jgriffin@firehousesubs.com</a>	2727 E. McKellips Rd., Suite 114	Mesa	AZ 85203
ARIZONA	Desert FireSubs #4, LLC P: Windy Griffin 4606 East Elmwood Circle Mesa, AZ 85205 (480) 861-1274 <a href="mailto:jgriffin@firehousesubs.com">jgriffin@firehousesubs.com</a>	2110 W. Southern Ave., Suite 105	Mesa	AZ 85202
ARIZONA	White With Black Spots, LLC P: William Smart 11922 East Sand Hills Rd. Scottsdale, AZ 85255 (856) 220-2821 <a href="mailto:william.smart@firehousesubs.com">william.smart@firehousesubs.com</a>	2836 E. Indian School Rd., Suite 6	Phoenix	AZ 85016

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ARIZONA	Code One, LLC P: William Smart 11922 East Sand Hills Rd. Scottsdale, AZ 85255 (480) 264-4819 <a href="mailto:william.smart@firehousesubs.com">william.smart@firehousesubs.com</a>	15530 N Tatum Blvd., Suite 130	Phoenix	AZ 85032
ARIZONA	Bucket Brigade, LLC P: Michael Trifari 4230 S. Mariposa Drive Gilbert, AZ 85297 (704) 907-0933 <a href="mailto:michael.trifari@firehousesubs.com">michael.trifari@firehousesubs.com</a>	4025 E. Chandler Blvd., Suite 68	Phoenix	AZ 85048
ARIZONA	Lucky Subs, LLC P: Brandon Conroy 3036 E. Oriole Drive Gilbert, AZ 85297 (480) 364-1818 <a href="mailto:brandon.conroy@firehousesubs.com">brandon.conroy@firehousesubs.com</a>	5225 W. Baseline Road, Suite 102	Phoenix	AZ 85339
ARIZONA	Fireman Foods IV, LLC P: Cory Farley 10451 W. Palmeras Drive Suite 221E Sun City, AZ 85373 (602) 750-9550 <a href="mailto:cory.farley@firehousesubs.com">cory.farley@firehousesubs.com</a>	3088 Glassford Hill Road	Prescott Valley	AZ 86314
ARIZONA	R & B Legacy, Inc. P: Robert Hundley 5924 W. Cactus Wren Way Florence, AZ 85132 (602) 616-2379 <a href="mailto:robert.hundley@firehousesubs.com">robert.hundley@firehousesubs.com</a>	20851 Rittenhouse Road, Suite 101	Queen Creek	AZ 85142



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ARIZONA	R & B Wildfire, LLC P: Robert Hundley 5924 W. Cactus Wren Way Florence, AZ 85132 (602) 616-2379 <a href="mailto:robert.hundley@firehousesubs.com">robert.hundley@firehousesubs.com</a>	1735 West Hunt Highway, Suite 103	San Tan Valley	AZ 85143
ARIZONA	Desert Firesubs 6 LLC P: Windy Griffin 4606 E. Elmwood Circle Mesa, AZ 85205 (460) 861-1274 <a href="mailto:windy.griffin@firehousesubs.com">windy.griffin@firehousesubs.com</a>	14740 N. Northsight Boulevard, Suite 102	Scottsdale	AZ 85260
ARIZONA	Desert Firesubs 7 LLC P: Windy Griffin 4606 E. Elmwood Circle Mesa, AZ 85205 (460) 861-1274 <a href="mailto:windy.griffin@firehousesubs.com">windy.griffin@firehousesubs.com</a>	23335 N. Scottsdale Rd., Suite D101	Scottsdale	AZ 85255
ARIZONA	Firestaff Management Co., LLC P: Michelle Shrader 4520 Tatanka Loop, A4 Show Low, AZ 85901 (816) 550-2346 <a href="mailto:michelle.shrader@firehousesubs.com">michelle.shrader@firehousesubs.com</a>	5551 S. White Mountain Road Suite 4	Show Low	AZ 85901
ARIZONA	First Due 121, LLC P: Ed Cunningham 15240 N. 142 <sup>nd</sup> Avenue, #1188 Surprise, AZ 85379 (623) 826-5504 <a href="mailto:ed.cunningham@firehousesubs.com">ed.cunningham@firehousesubs.com</a>	13820 W. Bell Road, Suite 11	Surprise	AZ 85374
ARIZONA	Lucky Subs 3, LLC P: Brandon Conroy 3036 E. Oriole Drive Gilbert, AZ 85297 (480) 364-1818 <a href="mailto:brandon.conroy@firehousesubs.com">brandon.conroy@firehousesubs.com</a>	107 E. Baseline Road, Suite A1	Tempe	AZ 85283

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ARIZONA	Desert Fire Subs #5, LLC P: Jerry Griffin 4606 East Elmwood Circle Mesa, AZ 85205 (480) 861-1274 <a href="mailto:jgriffin@firehousesubs.com">jgriffin@firehousesubs.com</a>	3108 S. McClintock Drive, Suite 2	Tempe	AZ 85282
ARIZONA	Bucket Brigade II, LLC P: Michael Trifari 4230 S. Mariposa Drive Gilbert, AZ 85297 (704) 907-0933 <a href="mailto:michael.trifari@firehousesubs.com">michael.trifari@firehousesubs.com</a>	7700 S. Priest	Tempe	AZ 85284
ARIZONA	Westside Subs 2, LLC P: Arturo Jimenez 15794 West McKinley Street Goodyear, AZ 85338 (661) 599-3337 <a href="mailto:arturo.jimenez@firehousesubs.com">arturo.jimenez@firehousesubs.com</a>	9897 W. McDowell Road	Tolleson	AZ 85353
ARIZONA	Heatwave Subs, LLC P: Robert Westerman 6394 N. Yuma Mine Rd. Tucson, AZ 85743 (520) 780-2403 <a href="mailto:rwesterman@firehousesubs.com">rwesterman@firehousesubs.com</a>	3844 W. River Road, Suite 110	Tucson	AZ 85741
ARIZONA	Heatwave Subs II, LLC P: Robert Westerman 6394 N Yuma Mine Road Tucson, AZ 85743 (520) 780-2403 <a href="mailto:rwesterman@firehousesubs.com">rwesterman@firehousesubs.com</a>	475 W Wetmore, Suite 135	Tucson	AZ 85705
ARIZONA	Hot City Subs, LLC P: Brian Brown 16995 S. Placita Corona Vista Sahuarita, AZ 85629 (520) 400-9950 <a href="mailto:brian.brown@firehousesubs.com">brian.brown@firehousesubs.com</a>	5435 S Calle Santa Cruz, Suite 105G	Tucson	AZ 85706

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ARIZONA	2KMM, LLC P: Chris Miller 1948 S. Adobe Point Yuma, AZ 85365 (928) 373-8888 <a href="mailto:chris.miller@firehousesubs.com">chris.miller@firehousesubs.com</a>	2886 S 4 <sup>th</sup> Avenue, Suite 300	Yuma	AZ 85364
ARKANSAS	BCD Investments, Inc. P: Chris Delre P.O. Box 428 Russellville, AR 72811 (479) 264-2851 <a href="mailto:chris.delre@firehousesubs.com">chris.delre@firehousesubs.com</a>	3511 J. Street	Bentonville	AR 72712
ARKANSAS	BCD Investments, Inc. P: Chris Delre P.O. Box 428 Russellville, AR 72811 (479) 264-2851 <a href="mailto:chris.delre@firehousesubs.com">chris.delre@firehousesubs.com</a>	3108 Horizon Drive, Suite 8	Bryant	AR 72022
ARKANSAS	BCD Investments, Inc. P: Robert Burnett P.O. Box 428 Russellville, AR 72811 (479) 264-2851 <a href="mailto:robert.burnett@firehousesubs.com">robert.burnett@firehousesubs.com</a>	1240 Highway 64 W.	Conway	AR 72032
ARKANSAS	AJW Holdings, LLC P: Jim White P.O. Box 10017 Fayetteville, AR 72703 (479) 251-0044 <a href="mailto:jwhite@firehousesubs.com">jwhite@firehousesubs.com</a>	1364 E. Augustine Lane, Suite 2	Fayetteville	AR 72703

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ARKANSAS	Oklahoma Bucket Brigade, LLC P: Jason Steele P.O. Box 1150 Tontitown, AR 72770 (479) 409-3612 <a href="mailto:jsteele@firehousesubs.com">jsteele@firehousesubs.com</a>	2612 Martin Luther King Blvd.	Fayetteville	AR 72701
ARKANSAS	BCD Investments, Inc. P: Chris Delre P.O. Box 428 Russellville, AR 72811 (479) 264-2851 <a href="mailto:chris.delre@firehousesubs.com">chris.delre@firehousesubs.com</a>	7805-C Rogers Avenue	Fort Smith	AR 72903
ARKANSAS	BCD Investments, Inc. P: Chris Delre P.O. Box 428 Russellville, AR 72811 (479) 264-2851 <a href="mailto:chris.delre@firehousesubs.com">chris.delre@firehousesubs.com</a>	2307 Zero Street, Suite 101	Fort Smith	AR 72901
ARKANSAS	JEC Enterprises, LLC P: John Carlton 125 Covey Rise Trail Hot Springs, AR 71901 (501) 282-4433 <a href="mailto:john.carlton@firehousesubs.com">john.carlton@firehousesubs.com</a>	4403-D Central Avenue	Hot Springs	AR 71913
ARKANSAS	JEC Enterprises, LLC P: John Carlton 125 Covey Rise Trail Hot Springs, AR 71901 (501) 282-4433 <a href="mailto:john.carlton@firehousesubs.com">john.carlton@firehousesubs.com</a>	140 John Hardin Dr., Suite 8	Jacksonville	AR 72076

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ARKANSAS	PRG III LLC P: John Parish 715 Woodsedge Drive Eads, TN 38028 (901) 270-9179 <a href="mailto:jparish@firehousesubs.com">jparish@firehousesubs.com</a>	401 Southwest Drive	Jonesboro	AR 72401
ARKANSAS	PRG III LLC P: John Parish 715 Woodsedge Drive Eads, TN 38028 (901) 270-9179 <a href="mailto:jparish@firehousesubs.com">jparish@firehousesubs.com</a>	3709 East Johnson Ave.	Jonesboro	AR 72401
ARKANSAS	C & A Subs, Inc. P: Tim Cobb 2421 Chestnut Loop Little Rock, AR 72201 (501) 590-5659 <a href="mailto:tcobb@firehousesubs.com">tcobb@firehousesubs.com</a>	12312 Chenal Pkwy., Suite 40	Little Rock	AR 72211
ARKANSAS	C & A Subs, Inc. P: Tim Cobb 2421 Chestnut Loop Little Rock, AR 72201 (501) 590-5659 <a href="mailto:tcobb@firehousesubs.com">tcobb@firehousesubs.com</a>	2811 Lakewood Village Drive	North Little Rock	AR 72116
ARKANSAS	C & A Subs, Inc. P: Tim Cobb 2421 Chestnut Loop Little Rock, AR 72201 (501) 590-5659 <a href="mailto:tcobb@firehousesubs.com">tcobb@firehousesubs.com</a>	11617 Maumelle Boulevard	North Little Rock	AR 72113

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ARKANSAS	BCD Investments, Inc. P: Chris Delre P.O. Box 428 Russellville, AR 72811 (479) 264-2851 <a href="mailto:chris.delre@firehousesubs.com">chris.delre@firehousesubs.com</a>	2009 Promenade Boulevard	Rogers	AR 72756
ARKANSAS	C & A Subs, Inc. P: Tim Cobb 2421 Chestnut Loo9p Little Rock, AR 72201 (501) 590-5659 <a href="mailto:tcobb@firehousesubs.com">tcobb@firehousesubs.com</a>	1547 East Race Ave., Unit #4	Searcy	AR 72143
ARKANSAS	Oklahoma Bucket Brigade, LLC P: Audie White P.O. Box 1150 Tontitown, AR 72770 (479) 409-0736 <a href="mailto:awhite@firehousesubs.com">awhite@firehousesubs.com</a>	4914 Elm Springs Rd. #1	Springdale	AR 72762
ARKANSAS	BCD Investments, Inc. P: Chris Delre P.O. Box 428 Russellville, AR 72811 (479) 264-2851 <a href="mailto:chris.delre@firehousesubs.com">chris.delre@firehousesubs.com</a>	2008 Fayetteville Rd., Suite B	Van Buren	AR 72956
CALIFORNIA	ABC & T, Inc. P: Clifford Chow 909 Marina Village Parkway, #238 Alameda, CA 94501 (510) 918-8428 <a href="mailto:clifford.chow@firehousesubs.com">clifford.chow@firehousesubs.com</a>	2680 Fifth Street, Suite B	Alameda	CA 94501

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CALIFORNIA	DC Eats, LLC P: Kent Nguyen 14795 Blossom Lane Westminster, CA 92683 (714) 580-4499 <a href="mailto:kent.nguyen@firehousesubs.com">kent.nguyen@firehousesubs.com</a>	1019 N. Magnolia Avenue, Unit D	Anaheim	CA 92801
CALIFORNIA	Nur Restaurant Group, Inc. P: Navid Sapir 29318 Oakpath Drive Agoura Hills, CA 91301 (818) 317-5441 <a href="mailto:navid.sapir@firehousesubs.com">navid.sapir@firehousesubs.com</a>	3700 California Avenue, Suite 300	Bakersfield	CA 93309
CALIFORNIA	Ladhar & Sidhu Group, Inc. P: Varinder Singh 61380 29 Palms Highway Suite 15-16 Joshua Tree, CA 92252 (317) 658-5848 <a href="mailto:varinder.singh@firehousesubs.com">varinder.singh@firehousesubs.com</a>	1668 E. 2 <sup>nd</sup> Street, Suite 1	Beaumont	CA 92223
CALIFORNIA	RRIM Investments, Inc. P: Roberto Ignacio, Jr. 906 Wynnewood Drive Diamond Bar, CA 91765 (909) 718-9477 <a href="mailto:roberto.ignacio@firehousesubs.com">roberto.ignacio@firehousesubs.com</a>	3808 Grand Avenue, Suite A	Chino	CA 91710
CALIFORNIA	Ladhar & Sidhu Group, Inc. P: Varinder Singh 61380 29 Palms Hwy., Suites 15-16 Joshua Tree, CA 92252 (317) 658-5848 <a href="mailto:varinder.singh@firehousesubs.com">varinder.singh@firehousesubs.com</a>	1550 W. Valley Boulevard, Suite 111	Colton	CA 92324

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CALIFORNIA	LouMar Restaurants, LLC P: Anthony Siano 2701 Harbor Boulevard, Suite D-4 Costa Mesa, CA 92626 (949) 636-4631 <a href="mailto:tony.siano@firehousesubs.com">tony.siano@firehousesubs.com</a>	2701 Harbor Blvd., Suite D-4	Costa Mesa	CA 92626
CALIFORNIA	AMR Restaurant Group P: Devinder Brar 7757 Agate Beach Way Antelope, CA 95843 (916) 501-3298 <a href="mailto:devin.brar@firehousesubs.com">devin.brar@firehousesubs.com</a>	1001 East Bidwell #101	Folsom	CA 95630
CALIFORNIA	Rock and Salt Foods, Inc. P: Helen Tan 9251 ¾ Cedros Avenue Panorama City, CA 91402 (818) 744-1998 <a href="mailto:helen.tan@firehousesubs.com">helen.tan@firehousesubs.com</a>	26592 Towne Center Drive, Suite 110	Foothill Ranch	CA 92610
CALIFORNIA	Northern California JASS Restaurant, Inc. P: Scott Kinner 41804 Mission Cielo Court Fremont, CA 94239 (510) 673-4785 <a href="mailto:scott.kinner@firehousesubs.com">scott.kinner@firehousesubs.com</a>	43344 Boscell Road	Fremont	CA 94538
CALIFORNIA	A & C Restaurants Group, LLC P: Marsha Chatterjee 31971 Corte De Pinos Winchester, CA 92596 (951) 500-0732 <a href="mailto:marsha.chatterjee@firehousesubs.com">marsha.chatterjee@firehousesubs.com</a>	13325 Main Street, Suite 108	Hesperia	CA 92345



STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
CALIFORNIA	Sub Exploration Technology Corp. P: Ed Bedigian 10966 Cartwright Drive Chatsworth, CA 91311 (818) 577-7703 <a href="mailto:edward.bedigian@firehousesubs.com">edward.bedigian@firehousesubs.com</a>	615 N Western Avenue, Suite 20	Hollywood	CA 90004
CALIFORNIA	Ruoff Restaurants, LLC P: Troy Ruoff 1121 Highland Drive Newport Beach, CA 92660 (949) 322-8209 <a href="mailto:troy.ruoff@firehousesubs.com">troy.ruoff@firehousesubs.com</a>	7251 Warner Avenue, Suite L	Huntington Beach	CA 92647
CALIFORNIA	SLS Restaurants, LLC P: Tony Siano 28255 Paseo El Siena Laguna Niguel, CA 92677 (949) 636-4631 <a href="mailto:tony.siano@firehousesubs.com">tony.siano@firehousesubs.com</a>	24100 El Toro Road, Suite B	Laguna Woods	CA 92637
CALIFORNIA	Crossroads Restaurants, LLC P: Tony Siano 11995 Foothill Blvd., Ste.110 Rancho Cucamonga, CA 91730 (949) 636-4631 <a href="mailto:tony.siano@firehousesubs.com">tony.siano@firehousesubs.com</a>	1610 Foothill Boulevard	La Verne	CA 91750
CALIFORNIA	Ladhar & Sidhu, Inc. P: Varinder Singh 61380 29 Palms Hwy Suite 15 & 16 Joshua Tree, CA 92252 (760) 832-1760 <a href="mailto:varinder.singh@firehousesubs.com">varinder.singh@firehousesubs.com</a>	25713 Barton Road	Loma Linda	CA 92354
CALIFORNIA	GSS Enterprise, Inc. P: Samuel Avetisyan 17216 Saticoy Street, #410 Van Nuys, CA 91406 (818) 809-8686 <a href="mailto:samuel.avetisyan@firehousesubs.com">samuel.avetisyan@firehousesubs.com</a>	992 W. 8 <sup>th</sup> Street	Los Angeles	CA 90017

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CALIFORNIA	Sandhu Enterprises, LLC P: Gaurav Sandhu 1452 Hidden Ranch Drive Simi Valley, CA 93063 (818) 621-6835 <a href="mailto:gaurav.sandhu@firehousesubs.com">gaurav.sandhu@firehousesubs.com</a>	5035 W. Slauson Avenue, Unit E	Los Angeles	CA 90056
CALIFORNIA	M & I Subs, Inc. P: Michael Moss 1426 University Avenue Riverside, CA 92507 (951) 536-7482 <a href="mailto:michael.moss@firehousesubs.com">michael.moss@firehousesubs.com</a>	29787 Antelope Road, Suite 116	Menifee	CA 92584
CALIFORNIA	Sub Exploration Technology Corp. P: Ed Bedigian 10966 Cartwright Drive Chatsworth, CA 91311 (818) 577-7703 <a href="mailto:edward.bedigian@firehousesubs.com">edward.bedigian@firehousesubs.com</a>	5077 Lankershim Boulevard	North Hollywood	CA 91601
CALIFORNIA	Smith House, LLC P: Scott Smith 15 Culloden Park Rd. San Rafael, CA 94901 (415) 601-6871 <a href="mailto:scott.smith@firehousesubs.com">scott.smith@firehousesubs.com</a>	7505 Redwood, Suite A	Novato	CA 94945
CALIFORNIA	JTL Restaurants LLC P: Anthony Siano 9696 Culver Boulevard, Suite 301 Culver, City, CA 90232 (949) 636-4631 <a href="mailto:tony.siano@firehousesubs.com">tony.siano@firehousesubs.com</a>	2619 Vista Way, Suite B-1	Oceanside	CA 92054
CALIFORNIA	Siddhu JM Chino Hills, Inc. P: Vivek Malkan 2812 Tumbleweed Street Ontario, CA 91761 (909) 543-2737 <a href="mailto:vivek.malkan@firehousesubs.com">vivek.malkan@firehousesubs.com</a>	2598 Archibald Avenue, Suite #E3	Ontario	CA 91761

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CALIFORNIA	Sandhu Subs, Inc. P: Harvinder Sandhu 20521 Via Magdalena Yorba Linda, CA 92887 (323) 841-2566 <a href="mailto:harvinder.sandhu@firehousesubs.com">harvinder.sandhu@firehousesubs.com</a>	2139 N. Tustin Street	Orange	CA 92865
CALIFORNIA	Antunez Restaurant Corporation P: Ramiro Antunez 24333 Wabuska Street Newhall, CA 91321 (661) 212-2404 <a href="mailto:ramiro.antunez@firehousesubs.com">ramiro.antunez@firehousesubs.com</a>	1113 W. Rancho Vista Boulevard, Suite B	Palmdale	CA 93551
CALIFORNIA	Ladhar Group, Inc. P: Shinder Singh 61380 29 Palms Hwy., Suite 15 & 16 Joshua Tree, CA 92252 (760) 819-2430 <a href="mailto:shinder.singh@firehousesubs.com">shinder.singh@firehousesubs.com</a>	34300 Monterey Avenue, Suite 103	Palm Desert	CA 92211
CALIFORNIA	Ladhar Group, Inc. P: Shinder Singh 61380 29 Palms Hwy, Suite 15 & 16 Joshua Tree, CA 92252 (760) 819-2430 <a href="mailto:shinder.singh@firehousesubs.com">shinder.singh@firehousesubs.com</a>	5200 E. Ramon Road, Suite G4	Palm Springs	CA 92264
CALIFORNIA	FS 66 Restaurants, LLC P: Tony Siano 1610 Foothill Boulevard La Verne, CA 91750 (949) 636-4631 <a href="mailto:tony.siano@firehousesubs.com">tony.siano@firehousesubs.com</a>	11995 Foothill Boulevard, Suite 110	Rancho Cucamonga	CA 91730

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CALIFORNIA	M&I Subs, Inc. P: Michael Moss 1426 University Avenue Riverside, CA 92507 (951) 536-7482 <a href="mailto:michael.moss@firehousesubs.com">michael.moss@firehousesubs.com</a>	10080 Magnolia Avenue	Riverside	CA 92503
CALIFORNIA	AMR Restaurant Group, Inc. P: Devinder Brar 7757 Agate Beach Way Antelope, CA 95843 (916) 501-3298 <a href="mailto:devin.brar@firehousesubs.com">devin.brar@firehousesubs.com</a>	993 Pleasant Grove	Roseville	CA 95678
CALIFORNIA	RPM United Inc. P: Mike Walia 3930 Bilsted Way Sacramento, CA 95834 (916) 917-0036 <a href="mailto:mike.walia@firehousesubs.com">mike.walia@firehousesubs.com</a>	3830 Truxel Road, Suite 100	Sacramento	CA 95834
CALIFORNIA	A&B Subs LLC P: Davis Tran 5431 Moonlight Way Elk Grove, CA 95758 (916) 233-8139 <a href="mailto:davis.tran@firehousesubs.com">davis.tran@firehousesubs.com</a>	3700 Crocker Drive, Suite 130	Sacramento	CA 95818
CALIFORNIA	Tetrad Investments, Inc. P: Michele Baker Marken 11870 Cypress Canyon Road, Unit 1 San Diego, CA 92131 (517) 812-5288 <a href="mailto:michele.baker@firehousesubs.com">michele.baker@firehousesubs.com</a>	8214 Mira Mesa Boulevard, Suite 102	San Diego	CA 92126
CALIFORNIA	Morningstar Portfolio, Inc. P: Sharon Ellis 11905 Wilmington Road San Diego, CA 92128 (858) 945-5645 <a href="mailto:sharon.ellis@firehousesubs.com">sharon.ellis@firehousesubs.com</a>	9187 Clairemont Mesa Blvd., Suite 3	San Diego	CA 92123

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CALIFORNIA	R.B.N.A. LLC P: Ritesh Patel 18330 Tolusa Court Morgan Hill, CA 95037 (831) 214-9164 <a href="mailto:ritesh.patel@firehousesubs.com">ritesh.patel@firehousesubs.com</a>	5130 Cherry Avenue, #60	San Jose	CA 95118
CALIFORNIA	Sandu Subs, Inc. P: Harvinder Sandhu 20521 Via Magdalena Yorba Linda, CA 92887 (714) 551-6599 <a href="mailto:harvinder.sandhu@firehousesubs.com">harvinder.sandhu@firehousesubs.com</a>	2266 E. 17 <sup>th</sup> Street	Santa Ana	CA 92705
CALIFORNIA	Sub Exploration Technology Corp. P: Ed Bedigian 10966 Cartwright Drive Chatsworth, CA 91311 (818) 577-7703 <a href="mailto:edward.bedigian@firehousesubs.com">edward.bedigian@firehousesubs.com</a>	1902 Lincoln Boulevard, Suite B	Santa Monica	CA 90405
CALIFORNIA	EBNT, Inc. P: Nerses Teshoian 10966 Cartwright Drive Chatsworth, CA 91311 (818) 577-7703 <a href="mailto:nerses.teshoian@firehousesubs.com">nerses.teshoian@firehousesubs.com</a>	1263 H1 Simi Town Center Way	Simi Valley	CA 93065
CALIFORNIA	Buttar Brothers Corp. P: Varinder Buttar 526 Glenbrook Drive Tracy, CA 95377 (209) 879-1260 <a href="mailto:varinder.buttar@firehousesubs.com">varinder.buttar@firehousesubs.com</a>	7860 West Lane, Suite B1	Stockton	CA 95210

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CALIFORNIA	Memorable Bites, LLC P: Marsha Chatterjee 31971 Corte De Pinos Winchester, CA 92596 (951) 500-0732 <a href="mailto:marsha.chatterjee@firehousesubs.com">marsha.chatterjee@firehousesubs.com</a>	26480 Ynez Road, Suite B	Temecula	CA 92591
CALIFORNIA	Sub Exploration Technology Corp. P: Ed Bedigian 10966 Cartwright Drive Chatsworth, CA 91311 (818) 577-7703 <a href="mailto:edward.bedigian@firehousesubs.com">edward.bedigian@firehousesubs.com</a>	100 Universal City Plaza V 201	Universal City	CA 91608
CALIFORNIA	Smoking Hot Chiefs #1, LLC P: Ronald Eric Snipes 3137 E. Warm Springs Road, Suite 100 Las Vegas, NV 89120 (707) 207-1609 <a href="mailto:eric.snipes@firehousesubs.com">eric.snipes@firehousesubs.com</a>	1640 E. Monte Vista Ave., DD-102	Vacaville	CA 95688
CALIFORNIA	4J's Restaurant, Inc. P: Jeff Press 24518 Wayman St. Newhall, CA 91321 (661) 755-0711 <a href="mailto:jeff.press@firehousesubs.com">jeff.press@firehousesubs.com</a>	23630 Valencia Blvd., Suite E	Valencia	CA 91355
CALIFORNIA	GSS Enterprises, Inc. P: Samuel Avetisyan 17216 Saticoy Street, Suite 410 Van Nuys, CA 91406 (818) 809-8686 <a href="mailto:samuel.avetisyan@firehousesubs.com">samuel.avetisyan@firehousesubs.com</a>	6171 Sepulveda Boulevard, Suite A-3	Van Nuys	CA 91411
CALIFORNIA	Specialty Subs, LLC P: Enrique Rollandi Martinasso 3359 Mills Avenue La Crescenta, CA 91214 (818) 259-6811 <a href="mailto:enrique.martinasso@firehousesubs.com">enrique.martinasso@firehousesubs.com</a>	4020 East Main Street, Suite B-10	Ventura	CA 93003

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CALIFORNIA	Ladhar Group, Inc. P: Shinder Singh 61380 29 Palms Hwy. Suites 15 & 16 Joshua Tree, CA 92252 (760) 819-2430 <a href="mailto:shinder.singh@firehousesubs.com">shinder.singh@firehousesubs.com</a>	58709 Twenty-Nine Palms Hwy. Suite E	Yucca Valley	CA 92284
COLORADO	GW LTD P: Alex Gastineau P.O. Box 746086 Arvada, CO 80006 (580) 275-9202 <a href="mailto:alex.gastineau@firehousesubs.com">alex.gastineau@firehousesubs.com</a>	7961 Wadsworth Boulevard	Arvada	CO 80003
COLORADO	GW Ltd. P: Alex Gastineau P.O. Box 746086 Arvada, CO 80006 (580) 275-9202 <a href="mailto:alex.gastineau@firehousesubs.com">alex.gastineau@firehousesubs.com</a>	12345 W. 64th Avenue	Arvada	CO 80004
COLORADO	BGs Sub Enterprise EN LLC P: Brandon Gerstein 9472 Winding Hill Way Lone Tree, CO 80124 (850) 556-2744 <a href="mailto:Brandon.gerstein@firehousesubs.com">Brandon.gerstein@firehousesubs.com</a>	24300 E. Smokey Hill Rd., Suite 128	Aurora	CO 80016
COLORADO	303 SubSource 2, LLC P: Alex Gastineau P.O. Box 746086 Arvada, CO 80006 (580) 275-9202 <a href="mailto:alex.gastineau@firehousesubs.com">alex.gastineau@firehousesubs.com</a>	15405 E. Briarwood Circle Unit B, Suite D	Aurora	CO 80016
COLORADO	GW LTD.: Aurora Crossing a Limited Liability Company P: Alex Gastineau P.O. Box 746086 Arvada, CO 80006 (580) 275-9202 <a href="mailto:alex.gastineau@firehousesubs.com">alex.gastineau@firehousesubs.com</a>	2250 S. Parker Road, Suite 140	Aurora	CO 80231

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COLORADO	Big Red Engine, Inc. P: Wayne Murphy 12384 E. Bates Circle Aurora, CO 80014 (303) 886-0300 <a href="mailto:wayne.murphy@firehousesubs.com">wayne.murphy@firehousesubs.com</a>	3425 Salida Street	Aurora	CO 80011
COLORADO	Charged Line, LLC P: Wayne Murphy 12384 E. Bates Circle Aurora, CO 80014 (303) 886-0300 <a href="mailto:wayne.murphy@firehousesubs.com">wayne.murphy@firehousesubs.com</a>	13650 E. Colfax Avenue, Unit F	Aurora	CO 80011
COLORADO	SiddiqiRasul Boulder, LLC P: Usman Rasul 14310 Grant Street, Apt. 12-201 Thornton, CO 80023 (214) 235-6838 <a href="mailto:usman.rasul@firehousesubs.com">usman.rasul@firehousesubs.com</a>	1695 29 <sup>th</sup> Street	Boulder	CO 80301
COLORADO	303 Subsource 1, LLC P: Alex Gastineau 3993 Limelight Avenue Castle Rock, CO 80109 (580) 275-9202 <a href="mailto:alex.gastineau@firehousesubs.com">alex.gastineau@firehousesubs.com</a>	3993 Limelight Avenue	Castle Rock	CO 80109
COLORADO	303 Subsource 4, LLC P: Alex Gastineau 9445 E. County Line Road, Suite B Centennial, CO 80112 (580) 275-9202 <a href="mailto:alex.gastineau@firehousesubs.com">alex.gastineau@firehousesubs.com</a>	9445 E. County Line Road, Suite B	Centennial	CO 80112
COLORADO	Catalyzer, LLC P: Ali Bukhari 2727 Nelson Road Longmont, CO 80503 (681) 378-8899 <a href="mailto:ali.bukhari@firehousesubs.com">ali.bukhari@firehousesubs.com</a>	7543 N. Academy Boulevard	Colorado Springs	CO 80920



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COLORADO	La Tavola FH Austin Bluffs, LLC P: Nick Estell 10161 Park Run Drive, Suite 150 Las Vegas, NV 89145 (913) 265-5199 <a href="mailto:nick.estell@firehousesubs.com">nick.estell@firehousesubs.com</a>	3604 Austin Bluffs Pkwy., Suite 110	Colorado Springs	CO 80918
COLORADO	La Tavola FH Dublin, LLC P: Nick Estell 10161 Park Run Drive, Suite 150 Las Vegas, NV 89145 (913) 265-5199 <a href="mailto:nick.estell@firehousesubs.com">nick.estell@firehousesubs.com</a>	5915 Dublin Blvd., Suite 120	Colorado Springs	CO 80923
COLORADO	HighVSmithSubs Enterprises, LLC P: Brandon Gerstein 10522 King Court Westminster, CO 80331 (850) 556-2744 <a href="mailto:brandon.gerstein@firehousesubs.com">brandon.gerstein@firehousesubs.com</a>	6345 E. Hampden Avenue, Suite 102	Denver	CO 80222
COLORADO	TNT Subs, Inc. P: Tim Ashton 2901 Indigo Circle North Fort Collins, CO 80528 (334) 648-4449 <a href="mailto:tim.ashton@firehousesubs.com">tim.ashton@firehousesubs.com</a>	2120 E. Harmony Rd., Suite 101	Fort Collins	CO 80528
COLORADO	TNT Subs 2, LLC P: Tim Ashton 2901 Indigo Circle North Fort Collins, CO 80528 (334) 648-4449 <a href="mailto:tim.ashton@firehousesubs.com">tim.ashton@firehousesubs.com</a>	1856 N. College Ave., Suite 130	Fort Collins	CO 80524

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COLORADO	BG's Sub Enterprise HR, LLC P: Brandon Gerstein 11161 W. 17 <sup>th</sup> Ave. #106 Lakewood, CO 80215 (850) 556-2744 <a href="mailto:brandon.gerstein@firehousesubs.com">brandon.gerstein@firehousesubs.com</a>	9559 S. University Blvd., Suite 108	Highlands Ranch	CO 80126
COLORADO	KRH Flaming Subs, LLC P: Thaddeus Mahan 6328 W. 96th Place Westminster, CO 80021 (720) 590-3300 <a href="mailto:thad.mahan@firehousesubs.com">thad.mahan@firehousesubs.com</a>	534 W. S. Boulder Road, Suite D	Lafayette	CO 80026
COLORADO	King's Fuego Casa, LLC P: Kingsley Brainard 7254 Nile Street Arvada, CO 80007 (303) 736-8066 <a href="mailto:kbrainard@firehousesubs.com">kbrainard@firehousesubs.com</a>	650 S. Wadsworth Blvd., Suite 1	Lakewood	CO 80226
COLORADO	BG's Sub Enterprise, LLC P: Brandon Gerstein 11161 W. 17 <sup>th</sup> Ave. #106 Lakewood, CO 80215 (850) 556-2744 <a href="mailto:brandon.gerstein@firehousesubs.com">brandon.gerstein@firehousesubs.com</a>	195 S. Union Blvd., Suite 140	Lakewood	CO 80228
COLORADO	Kings Fuego Littleton, LLC P: Kingsley Brainard 7254 Nile Street Arvada, CO 80007 (407) 421-4307 <a href="mailto:kbrainard@firehousesubs.com">kbrainard@firehousesubs.com</a>	8555 W. Belleview Ave, #2625-A	Littleton	CO 80123

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COLORADO	303 Subsource 3, LLC P: Alex Gastineau 9992 Commons Street, Suite 120 Lone Tree, CO 80124 (580) 275-9202 <a href="mailto:alex.gastineau@firehousesubs.com">alex.gastineau@firehousesubs.com</a>	9992 Commons Street, Suite 120	Lone Tree	CO 80124
COLORADO	SiddiqiRasul Longmont, LLC P: Usman Rasul 14310 Grant Street Apt. 12-201 Thornton, CO 80023 (214) 235-6838 <a href="mailto:usman.rasul@firehousesubs.com">usman.rasul@firehousesubs.com</a>	2343 Clover Basin Drive	Longmont	CO 80501
COLORADO	TNT Subs 3, LLC P: Tim Ashton 2901 Indigo Circle N. Fort Collins, CO 80528 (334) 648-4449 <a href="mailto:tim.ashton@firehousesubs.com">tim.ashton@firehousesubs.com</a>	1395 Sculptor Drive	Loveland	CO 80537
COLORADO	303 Subsource, LLC P: Alex Gastineau 11280 S. Twenty Mile Road, Suite 102 Parker, CO 80134 (580) 275-9202 <a href="mailto:alex.gastineau@firehousesubs.com">alex.gastineau@firehousesubs.com</a>	11280 S. Twenty Mile Road, Suite 102	Parker	CO 80134
COLORADO	KRH Flaming Subs 2, LLC P: Thaddeus L. Mahan 6328 W 96 <sup>th</sup> Place Westminster, CO 80021 (720) 590-3300 <a href="mailto:thad.mahan@firehousesubs.com">thad.mahan@firehousesubs.com</a>	100 McCaslin Boulevard	Superior	CO 80027
COLORADO	GW Ltd. Grant St. P: Alex Gastineau P.O. Box 746086 Arvada, CO 80006 (580) 275-9202 <a href="mailto:alex.gastineau@firehousesubs.com">alex.gastineau@firehousesubs.com</a>	10060 Grant Street	Thornton	CO 80229

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COLORADO	SiddiqiRasul, LLC P: Usman Rasul 1820 Simsbury Drive Plano, TX 75025 (214) 235-6838 <a href="mailto:usman.rasul@firehousesubs.com">usman.rasul@firehousesubs.com</a>	14356 Lincoln Street	Thornton	CO 80023
CONNECTICUT	CPD Investments LLC P: Clint Wallburg 594 Farmington Avenue, Unit 42B Bristol, CT 06010 (860) 418-9868 <a href="mailto:clint.wallburg@firehousesubs.com">clint.wallburg@firehousesubs.com</a>	594 Farmington Avenue, Unit 42B	Bristol	CT 06010
FLORIDA	DKSS Subs, LLC P: Don Davey 200 First St., Suite 204 Neptune Beach, FL 32266 (904) 607-6988 <a href="mailto:ddavey@firehousesubs.com">ddavey@firehousesubs.com</a>	600 E. Altamonte Drive, Suite 1050	Altamonte Springs	FL 32701
FLORIDA	DKSS Subs, LLC P: Don Davey 200 First Street, Suite 204 Neptune Beach, FL 32266 (904) 607-6988 <a href="mailto:ddavey@firehousesubs.com">ddavey@firehousesubs.com</a>	3309 E. State Road 436, Suite 1013	Apopka	FL 32703
FLORIDA	Apopka On Fire, LLC P: Walter Bertlaney 1608 W. Orange Blossom Trail Apopka, FL32712 (407) 341-2436 <a href="mailto:wbertlaney@firehousesubs.com">wbertlaney@firehousesubs.com</a>	1608 W. Orange Blossom Trail	Apopka	FL 32712

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FLORIDA	CHAMP227, INC. P: Abhay Sahgal 2040 Liamarie Way Winter Haven, FL 33884 (440) 623-3188 <a href="mailto:asahgal@firehousesubs.com">asahgal@firehousesubs.com</a>	280 E. Van Fleet Drive	Bartow	FL 33830
FLORIDA	JAG Subs, Inc. P: Allan Lampert 7264 Amber Falls Lane Boynton Beach, FL 33437 (561) 801-3118 <a href="mailto:allan.lampert@firehousesubs.com">allan.lampert@firehousesubs.com</a>	1920 NE 5 <sup>th</sup> Avenue	Boca Raton	FL 33431
FLORIDA	Sadia & Sher, LLC P: Sadia Baig 19540 Saturnia Lakes Drive Boca Raton, FL 33498 (561) 479-7749 <a href="mailto:sadia.baig@firehousesubs.com">sadia.baig@firehousesubs.com</a>	7148-B Beracasa Way	Boca Raton	FL 33433
FLORIDA	JAG Subs, Inc. P: Allan Lampert 7264 Amber Falls Lane Boynton Beach, FL 33437 (561) 413-3252 <a href="mailto:allan.lampert@firehousesubs.com">allan.lampert@firehousesubs.com</a>	975 Gateway Blvd., Unit 113	Boynton Beach	FL 33426
FLORIDA	R & W Capital Inc. P: Robert Murphy 6076 Bither Way Lake Worth, FL 33467 (352) 552-0931 <a href="mailto:robert.murphy@firehousesubs.com">robert.murphy@firehousesubs.com</a>	9903 S. Military Trail	Boynton Beach	FL 33436

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FLORIDA	POW'S PLACE 1 LLC P: Katie Wixom 3003 29 <sup>th</sup> Avenue East Bradenton, FL 34208 (941) 587-6095 <a href="mailto:katie.wixom@firehousesubs.com">katie.wixom@firehousesubs.com</a>	621 Cortez Road W.	Bradenton	FL 34207
FLORIDA	POW'S PLACE 2 LLC P: Katie Wixom 3003 29 <sup>th</sup> Avenue East Bradenton, FL 34208 (941) 587-6095 <a href="mailto:katie.wixom@firehousesubs.com">katie.wixom@firehousesubs.com</a>	4017 Manatee Avenue	Bradenton	FL 34205
FLORIDA	Impact FHS Restaurants IV, LLC P: Sarju Patel 19046 Bruce B. Downs Blvd., Suite 301 Tampa, FL 33647 (813) 240-2135 <a href="mailto:spatel@firehousesubs.com">spatel@firehousesubs.com</a>	1921 W. Brandon Boulevard	Brandon	FL 33511
FLORIDA	DMR Foods II, LLC P: Daniel J. Redolphy 2794 Route 174 Marietta, NY 13110 (239) 465-9953 <a href="mailto:dan.redolphy@firehousesubs.com">dan.redolphy@firehousesubs.com</a>	2612 Santa Barbara Blvd., Suite 20	Cape Coral	FL 33904
FLORIDA	Redline Restaurants Inc. P: Meliany VanNostrand 2450 Cherokee Road Saint Cloud, FL 34772 (813) 245-3250 <a href="mailto:meliany.vannostrand@firehousesubs.com">meliany.vannostrand@firehousesubs.com</a>	1455 Semoran Blvd., Suite 295	Casselberry	FL 32707

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
FLORIDA	Blastonian Enterprises, LLC P: David Kelly 8154 Mosaic Lane Winter Garden, FL 34787 (407) 687-7394 <a href="mailto:david.kelly@firehousesubs.com">david.kelly@firehousesubs.com</a>	1500 Oakley Seaver Drive	Clermont	FL 34711
FLORIDA	C. Springs Subs, Inc. P: Carlos Q. Ramirez 10828 NW 12 <sup>th</sup> Drive Plantation, FL 33322 (305) 613-4245 <a href="mailto:carlos.ramirez@firehousesubs.com">carlos.ramirez@firehousesubs.com</a>	2070 N. University Drive	Coral Springs	FL 33071
FLORIDA	Ralph & Jill, Inc. P: Christopher Fabozzi 3017 Golden Eagle Dr. Tallahassee, FL 32312 (850) 445-4696 <a href="mailto:chris.fabozzi@firehousesubs.com">chris.fabozzi@firehousesubs.com</a>	2252 S. Ferdon Boulevard	Crestview	FL 32536
FLORIDA	2nd Fire LLC P: Mariano Affranchino 1673 Victoria Pointe Circle Weston, FL 33327 (786) 600-0227 <a href="mailto:mariano.affranchino@firehousesubs.com">mariano.affranchino@firehousesubs.com</a>	147 S. Compass Way, Bldg. C-107	Dania Beach	FL 33004
FLORIDA	2 <sup>nd</sup> Fire LLC P: Mariano Affranchino 1673 Victoria Pointe Circle Weston, FL 33327 (786) 600-0227 <a href="mailto:mariano.affranchino@firehousesubs.com">mariano.affranchino@firehousesubs.com</a>	5975 S. University Drive	Davie	FL 33328

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
FLORIDA	GALICIAFIRESUBS, LLC P: Bruce Galicia 3332 Kayak Way Orlando, FL 32820 (407) 690-7475 <a href="mailto:bruce.galicia@firehousesubs.com">bruce.galicia@firehousesubs.com</a>	2525 W. International Speedway Blvd., Suite 170	Daytona Beach	FL 32114
FLORIDA	DKSS Subs, LLC P: Don Davey 200 First St., Suite 204 Neptune Beach, FL 32266 (904) 607-6988 <a href="mailto:ddavey@firehousesubs.com">ddavey@firehousesubs.com</a>	217 N. Woodland Boulevard	Deland	FL 32720
FLORIDA	JAG Subs2, Inc. P: Allan Lampert 7264 Amber Falls Lane Boynton Beach, FL 33437 (561) 801-3118 <a href="mailto:allan.lampert@firehousesubs.com">allan.lampert@firehousesubs.com</a>	1000-A4 Linton Boulevard	Delray Beach	FL 33483
FLORIDA	KMFD Corp. P: Ken Stange 143 Musset Bayou Court Santa Rosa Beach, FL 32549 (850) 424-6584 <a href="mailto:kstange@firehousesubs.com">kstange@firehousesubs.com</a>	34737 Emerald Coast Parkway Suite 5	Destin	FL 32541
FLORIDA	Codame Enterprises LLC P: Colin Means 2955 Meadow Oak Drive N. Clearwater, FL 33761 (727) 386-0748 <a href="mailto:colin.means@firehousesubs.com">colin.means@firehousesubs.com</a>	1547 Main Street	Dunedin	FL 34698



STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
FLORIDA	Tavares Fire, Inc. P: Trace Latimer 1210 Lakeshore Drive Mount Dora, FL 32757 (352) 267-2442 <a href="mailto:tlatimer@firehousesubs.com">tlatimer@firehousesubs.com</a>	2712 E Burleigh Boulevard	Eustis	FL 32726
FLORIDA	JG Restaurant, Inc. P: Maurice Guz 2241 NW 34 <sup>th</sup> Ave. Lauderdale Lakes, FL 33311 (954) 448-8320 <a href="mailto:maurice.guz@firehousesubs.com">maurice.guz@firehousesubs.com</a>	1607 East Sunrise Boulevard	Fort Lauderdale	FL 33304
FLORIDA	DMR Foods III, LLC P: Daniel J. Redolphy 2794 Route 174 Marietta, NY 13110 (239) 465-9953 <a href="mailto:dan.redolphy@firehousesubs.com">dan.redolphy@firehousesubs.com</a>	7091 College Parkway	Fort Myers	FL 33907
FLORIDA	DMR Foods I, LLC P: Daniel J. Redolphy 2794 Route 174 Marietta, NY 13110 (239) 465-9953 <a href="mailto:dan.redolphy@firehousesubs.com">dan.redolphy@firehousesubs.com</a>	3398 Forum Boulevard, Suite 116	Fort Myers	FL 33905
FLORIDA	KCKMLR Enterprises LLC P: Kenny Thompson 616 Powell Drive NE Fort Walton Beach, FL 32547 (850) 974-9692 <a href="mailto:kenny.thompson@firehousesubs.com">kenny.thompson@firehousesubs.com</a>	75 Eglin Parkway, Suite 121	Fort Walton Beach	FL 32548

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
FLORIDA	KMFD Corp. P: Ken Stange 143 Musset Bayou Court Santa Rosa Beach, FL 32549 (850) 428-1000 <a href="mailto:kstange@firehousesubs.com">kstange@firehousesubs.com</a>	796 Beal Street	Fort Walton Beach	FL 32569
FLORIDA	Aramark Food and Support Services Group, Inc. P: Jason Reddy 1101 Market Street Philadelphia, PA 19107 (352) 392-4467 <a href="mailto:fhsaramark@firehousesubs.com">fhsaramark@firehousesubs.com</a>	222 Fletcher Drive, Suite 114	Gainesville	FL 32611
FLORIDA	Firebox, LLC P: Tony Pietsch 6570 - A Caroline Street Milton, FL 32570 (850) 232-2084 <a href="mailto:tpietsch@firehousesubs.com">tpietsch@firehousesubs.com</a>	3755-C Gulf Breeze Parkway	Gulf Breeze	FL 32563
FLORIDA	CB Squared Foods, LLC P: Cheryl Broscious 284 Plantation Hill Road Gulf Breeze, FL 32561 (850) 982-0323 <a href="mailto:jbroscious@firehousesubs.com">jbroscious@firehousesubs.com</a>	318 Gulf Breeze Parkway	Gulf Breeze	FL 32561
FLORIDA	Fire Foods, LLC P: Mariano Affranchino 1673 Victoria Pointe Circle Weston, FL 33327 (786) 600-0227 <a href="mailto:mariano.affranchino@firehousesubs.com">mariano.affranchino@firehousesubs.com</a>	701 E. Hallendale Boulevard	Hallandale Beach	FL 33009

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
FLORIDA	4th GEN LLC P: Mariano Affranchino 1673 Victoria Pointe Circle Weston, FL 33327 (786) 600-0227 <a href="mailto:mariano.affranchino@firehousesubs.com">mariano.affranchino@firehousesubs.com</a>	407 W. 49 <sup>th</sup> Street, Suite 1B	Hialeah	FL 33012
FLORIDA	Fuego Indio LLC P: Britt Diaz 8645 Grandee Drive Orlando, FL 32829 (407) 808-1635 <a href="mailto:britt.diaz@firehousesubs.com">britt.diaz@firehousesubs.com</a>	981 E. Eau Gallie Boulevard Suite B	Indian Harbour Beach	FL 32937
FLORIDA	Host International, Inc. Secretary: Jon W. Stentz 6905 Rockledge Drive Bethesda, MD 20817 (240) 694-4893 <a href="mailto:hmshost@firehousesubs.com">hmshost@firehousesubs.com</a>	Jacksonville International Airport 2400 Yankee Clipper Drive	Jacksonville	FL 32218
FLORIDA	Compass Group USA, Inc. Retail Manager: Ryan Vanek 2400 Yorkmont Road Charlotte, NC 28217 (904) 202-1070 <a href="mailto:fhscompass@firehousesubs.com">fhscompass@firehousesubs.com</a>	Baptist Medical Center 800 Prudential Drive	Jacksonville	FL 32207
FLORIDA	AMM1 LLC P: Anthony Mallery 534 NW Kilpatrick Avenue Port Saint Lucie, FL 34983 (772) 200-9076 <a href="mailto:anthony.mallery@firehousesubs.com">anthony.mallery@firehousesubs.com</a>	2962 Federal Highway	Jensen Beach	FL 34957
FLORIDA	DKSS Subs, LLC P: Don Davey 200 First St., Ste 204 Neptune Beach, FL 32266 (904) 607-6988 <a href="mailto:ddavey@firehousesubs.com">ddavey@firehousesubs.com</a>	1305 W. Vine Street	Kissimmee	FL 32741

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
FLORIDA	D&H Investments of Lake County, LLC P: Harold Newport 1214 Palmetto Drive Lady Lake, FL 32159 (352) 459-1931 <a href="mailto:harold.newport@firehousesubs.com">harold.newport@firehousesubs.com</a>	13757 US Highway 441	Lady Lake	FL 32159
FLORIDA	Cain Family Enterprises, LLC P: Jeremy Cain 1448 South 6 <sup>th</sup> Street Macclenny, Florida 32063 (904) 514-7169 <a href="mailto:Jeremy.cain@firehousesubs.com">Jeremy.cain@firehousesubs.com</a>	2929 W. US Hwy. 90, #102	Lake City	FL 32055
FLORIDA	Firestorm Restaurants of Central Florida, LLC P: Mike Kelly 400 Fenwick Court DeBary, FL 32713 (407) 948-7928 <a href="mailto:mkelly@firehousesubs.com">mkelly@firehousesubs.com</a>	3587 Lake Emma Road	Lake Mary	FL 32746
FLORIDA	JAG Subs 5, Inc. P: Allan Lampert 7264 Amber Falls Lane Boynton Beach, FL 33437 (561) 413-3252 <a href="mailto:allan.lampert@firehousesub.com">allan.lampert@firehousesub.com</a>	6169 Jog Road A-1	Lake Worth	FL 33467
FLORIDA	YSE of Tampa Bay, LLC P: John York 4617 Tucson Court Valrico, FL 33594 (352) 874-0902 <a href="mailto:john.york@firehousesubs.com">john.york@firehousesubs.com</a>	3615 S. Florida Ave., # 820	Lakeland	FL 33803

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
FLORIDA	Northfire 1010 LLC P: John York 4617 Tucson Court Valrico, FL 33594 (352) 874-0902 <a href="mailto:John.york@firehousesubs.com">John.york@firehousesubs.com</a>	4141 US Hwy 98 North	Lakeland	FL 33809
FLORIDA	Codame Enterprises LLC P: Colin Means 2955 Meadow Oak Drive N. Clearwater, FL 33761 (727) 386-0748 <a href="mailto:colin.means@firehousesubs.com">colin.means@firehousesubs.com</a>	10500 Ulmerton Rd., Suite 750	Largo	FL 33771
FLORIDA	Platinum Ideas, LLC P: Barry Jarrett 7963 NW 41 <sup>st</sup> Court Sunrise, FL 33351 (954) 445-2086 <a href="mailto:barry.jarrett@firehousesubs.com">barry.jarrett@firehousesubs.com</a>	7542 W. Commercial Boulevard	Lauderhill	FL 33319
FLORIDA	Leesburg Bucket Brigade, LLC P: Suzanne Kelly 400 Fenwick Court DeBary, FL 32213 (407) 948-7983 <a href="mailto:skelly@firehousesubs.com">skelly@firehousesubs.com</a>	709 North 14th Street	Leesburg	FL 34748
FLORIDA	BJ Lueking Investments, LLC P: Bradley Lueking 4185 Mariner Blvd. Spring Hill, FL 34609 (865) 776-6077 <a href="mailto:brad.lueking@firehousesubs.com">brad.lueking@firehousesubs.com</a>	23657 SR 54	Lutz	FL 33559
FLORIDA	KMFD Corp. P: Mike Stange 143 Musset Bayou Court Destin, FL 32549 (850) 428-0767 <a href="mailto:mstange@firehousesubs.com">mstange@firehousesubs.com</a>	2310 Highway 77, Suite 170	Lynn Haven	FL 32444

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FLORIDA	Cain Family Enterprises, LLC P: Jeremy Cain P.O. Box 1257 Macclenny, FL 32063 (904) 514-7169 <a href="mailto:jeremy.cain@firehousesubs.com">jeremy.cain@firehousesubs.com</a>	1448 South Sixth Street	MacClenny	FL 32063
FLORIDA	Redline Restaurants Inc. P: Meliany VanNostrand 2450 Cherokee Road Saint Cloud, FL 34772 (813) 245-3250 <a href="mailto:meliany.vannostrand@firehousesubs.com">meliany.vannostrand@firehousesubs.com</a>	421 S. Orlando Avenue	Maitland	FL 32751
FLORIDA	South Miami Subs 2, Inc. P: Ted Tallman 9562 Campi Drive Lake Worth, FL 33467 (561) 714-7260 <a href="mailto:ttallman@firehousesubs.com">ttallman@firehousesubs.com</a>	5516 W. Sample Road	Margate	FL 33073
FLORIDA	Ralph & Jill, Inc. P: Christopher Fabozzi 3017 Golden Eagle Dr. Tallahassee, FL 32312 (850) 445-4696 <a href="mailto:chris.fabozzi@firehousesubs.com">chris.fabozzi@firehousesubs.com</a>	4918 Malloy Plaza	Marianna	FL 32446
FLORIDA	Rapidfire Restaurants Three, LLC P: Joe Thomas 7166 Ann Catherine Ct. Cocoa, FL 32927 (321) 432-2636 <a href="mailto:joe.thomas@firehousesubs.com">joe.thomas@firehousesubs.com</a>	1080 N. Wickham Rd., Suite C	Melbourne	FL 32935

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FLORIDA	Rapidfire Restaurants Two, LLC P: Joe Thomas 7166 Ann Catherine Court Cocoa, FL 32927 (321) 432-2636 <a href="mailto:joe.thomas@firehousesubs.com">joe.thomas@firehousesubs.com</a>	4100 N. Wickham Rd., Suite 107	Melbourne	FL 32935
FLORIDA	Fuego Tech LLC P: Britt Diaz 440 Forest Trace Circle Titusville, FL 32780 (407) 808-1635 <a href="mailto:britt.diaz@firehousesubs.com">britt.diaz@firehousesubs.com</a>	150 W. University Blvd.	Melbourne	FL 32901
FLORIDA	Rapidfire Restaurants, LLC P: Joe Thomas 7166 Ann Catherine Court Cocoa, FL 32927 (321) 432-2636 <a href="mailto:joe.thomas@firehousesubs.com">joe.thomas@firehousesubs.com</a>	125 Merritt Island Causeway, Suite 129	Merritt Island	FL 32952
FLORIDA	Italusa Food & Service, Inc. P: Sandra Antonacci 11489 NW 81 Lane Miami, FL 33178 (786) 503-4428 <a href="mailto:sandra.antonacci@firehousesubs.com">sandra.antonacci@firehousesubs.com</a>	9251 W. Flagler Street, Suite B-103	Miami	FL 33174
FLORIDA	Italusa Food & Service, Inc. P: Sandra Antonacci 11489 NW 81 Lane Miami, FL 33178 (786) 503-4428 <a href="mailto:sandra.antonacci@firehousesubs.com">sandra.antonacci@firehousesubs.com</a>	12528 SW 88 <sup>th</sup> Street	Miami	FL 33178

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
FLORIDA	3 <sup>rd</sup> Fire, LLC P: Mariano Affranchino 1673 Victoria Pointe Circle Weston, FL 33327 (787) 368-1594 <a href="mailto:mariano.affranchino@firehousesubs.com">mariano.affranchino@firehousesubs.com</a>	16010 NW 57th Ave., Suite 118	Miami	FL 33014
FLORIDA	Firebox, LLC P: Tony Pietsch 6570 - A Caroline Street Milton, FL 32570 (850) 232-2084 <a href="mailto:tpietsch@firehousesubs.com">tpietsch@firehousesubs.com</a>	6570 Caroline St., Suite A	Milton	FL 32570
FLORIDA	KT Partners, LLC P: Todd Guller 11466 Longshore Way West Naples, FL 34119 (239) 301-8550 <a href="mailto:todd.guller@firehousesubs.com">todd.guller@firehousesubs.com</a>	Riverchase Plaza 11178 Tamiami Trail North	Naples	FL 34110
FLORIDA	CB Squared Foods, LLC P: Cheryl Brosious 284 Plantation Hill Rd. Gulf Breeze, FL 32561 (850) 982-0323 <a href="mailto:jbroscious@firehousesubs.com">jbroscious@firehousesubs.com</a>	1894 Andorra St., Unit C-3	Navarre	FL 32566
FLORIDA	BJ Lueking Investments, LLC P: Bradley Lueking 4185 Mariner Blvd. Spring Hill, FL 34609 (865) 776-6077 <a href="mailto:brad.lueking@firehousesubs.com">brad.lueking@firehousesubs.com</a>	8352 Little Road	New Port Richey	FL 34654



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FLORIDA	GALICIAFIRESUBS, LLC P: Bruce Galicia 2037 Gloria Oak Court Orlando, FL 32820 (407) 690-7475 <a href="mailto:bruce.galicia@firehousesubs.com">bruce.galicia@firehousesubs.com</a>	1998-9 State Road 44	New Smyrna Beach	FL 32168
FLORIDA	KMFD Corp P: Ken Stange 143 Musset Bayou Court Santa Rosa Beach, FL 32549 (850) 248-0767 <a href="mailto:kstange@firehousesubs.com">kstange@firehousesubs.com</a>	1348 John Sims Parkway	Niceville	FL 32578
FLORIDA	J&M Restaurant Inc. P: Maurice Guz 2241 NW 34 <sup>th</sup> Avenue Lauderdale Lakes, FL 33311 (954) 717-3835 <a href="mailto:maurice.guz@firehousesubs.com">maurice.guz@firehousesubs.com</a>	891 East Commercial Boulevard	Oakland Park	FL 33334
FLORIDA	DKSS Subs, LLC P: Don Davey 200 First St., Ste 204 Neptune Beach, FL 32266 (904) 607-6988 <a href="mailto:ddavey@firehousesubs.com">ddavey@firehousesubs.com</a>	8877 W. Colonial Drive	Ocoee	FL 34761
FLORIDA	Station 51, LLC P: Michael Kelly, Jr. 14041 Ancilla Boulevard Windermere, FL 34786 (321) 576-4184 <a href="mailto:michaelkellyjr@firehousesubs.com">michaelkellyjr@firehousesubs.com</a>	2499-L Enterprise Road	Orange City	FL 32764
FLORIDA	Host International, Inc. Secretary: Jon W. Stentz 6905 Rockledge Drive Bethesda, MD 20817 (240) 694-4893 <a href="mailto:hmshost@firehousesubs.com">hmshost@firehousesubs.com</a>	Orlando International Airport 1 Jeff Fuqua Boulevard	Orlando	FL 32827

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FLORIDA	Fiery Subs Corp. P: Sahil Sachdeva 645 E. Rosewood Lane Tavares, FL 32778 (407) 256-6687 <a href="mailto:sahil.sachdeva@firehousesubs.com">sahil.sachdeva@firehousesubs.com</a>	1790 W. Sand Lake Rd. Suite B-134	Orlando	FL 32809
FLORIDA	DKSS Subs, LLC P: Don Davey 200 First St., Suite 204 Neptune Beach, FL 32266 (904) 607-6988 <a href="mailto:ddavey@firehousesubs.com">ddavey@firehousesubs.com</a>	4200 Conroy Rd., Suite 263	Orlando	FL 32839
FLORIDA	DKSS Subs, LLC P: Don Davey 200 First St., Suite 204 Neptune Beach, FL 32266 (904) 607-6988 <a href="mailto:ddavey@firehousesubs.com">ddavey@firehousesubs.com</a>	4692 E. Michigan Street	Orlando	FL 32812
FLORIDA	DKSS Subs, LLC P: Don Davey 200 First St., Suite 204 Neptune Beach, FL 32266 (904) 607-6988 <a href="mailto:ddavey@firehousesubs.com">ddavey@firehousesubs.com</a>	4894 South Kirkman Rd	Orlando	FL 32811
FLORIDA	DKSS Subs, LLC P: Don Davey 200 First St., Suite 204 Neptune Beach, FL 32266 (904) 607-6988 <a href="mailto:ddavey@firehousesubs.com">ddavey@firehousesubs.com</a>	338 E. Michigan Street	Orlando	FL 32806

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FLORIDA	DKSS Subs, LLC P: Don Davey 200 First St., Suite 204 Neptune Beach, FL 32266 (904) 607-6988 <a href="mailto:ddavey@firehousesubs.com">ddavey@firehousesubs.com</a>	9971 Tagore Place, Suite 103	Orlando	FL 32827
FLORIDA	Redline Restaurants Inc. P: Meliany VanNostrand 2450 Cherokee Road St. Cloud, FL 34772 (813) 245-3250 <a href="mailto:meliany.vannostrand@firehousesubs.com">meliany.vannostrand@firehousesubs.com</a>	411 S. Chickasaw Trail	Orlando	FL 32825
FLORIDA	Knights Park, LLC P: Luis Regalado 8399 Bowden Way Windemere, FL 34786 (727) 455-9245 <a href="mailto:luis.regalado@firehousesubs.com">luis.regalado@firehousesubs.com</a>	12075-A Collegiate Way	Orlando	FL 32817
FLORIDA	Tri-County Fire, LLC P: Douglas Hubbard 3852 Shoreside Drive Kissimmee, FL 34746 (863) 602-1361 <a href="mailto:doug.hubbard@firehousesubs.com">doug.hubbard@firehousesubs.com</a>	13502 Village Park Dr., Suite 106	Orlando	FL 32837
FLORIDA	DKSS Subs, LLC P: Don Davey 200 First St., Suite 204 Neptune Beach, FL 32266 (904) 607-6988 <a href="mailto:ddavey@firehousesubs.com">ddavey@firehousesubs.com</a>	12515 State Road 535, Suite 515	Orlando	FL 32836

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FLORIDA	DKSS Subs, LLC P: Don Davey 200 First St., Suite 204 Neptune Beach, FL 32266 (904) 607-6988 <a href="mailto:ddavey@firehousesubs.com">ddavey@firehousesubs.com</a>	10725 International Drive, Suite 130	Orlando	FL 32821
FLORIDA	Big 'Uns Restaurant Group, Inc. P: David Hause 419 Bourganville Drive Palm Coast, FL 32137 (904) 955-9900 <a href="mailto:dhause@firehousesubs.com">dhause@firehousesubs.com</a>	175 S. Nova Road, Suite 8	Ormond Beach	FL 32174
FLORIDA	Oviedo Parks, LLC P: Luis Regalado 8399 Bowden Way Windermere, FL 34786 (727) 455-9245 <a href="mailto:luis.regalado@firehousesubs.com">luis.regalado@firehousesubs.com</a>	1016 Lockwood Boulevard	Oviedo	FL 32765
FLORIDA	Firebox, LLC P: Anthony Pietsch 6570 - A Caroline Street Milton, FL 32570 (850) 232-2084 <a href="mailto:tpietsch@firehousesubs.com">tpietsch@firehousesubs.com</a>	4367 Highway 90	Pace	FL 32571
FLORIDA	PBC Fire League, LLC P: Andre Lacerda 219 Soriano Drive Jupiter, FL 33458 (561) 935-8459 <a href="mailto:andre.lacerda@firehousesubs.com">andre.lacerda@firehousesubs.com</a>	4650 Donald Ross Road, Unit 116	Palm Beach Gardens	FL 33418

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
FLORIDA	Unk's Restaurant Group, Inc. P: David Hause 419 Bourgainville Drive Palm Coast, FL 32137 (904) 955-9900 <a href="mailto:dhause@firehousesubs.com">dhause@firehousesubs.com</a>	1475 Palm Coast Pkwy., Suite 101	Palm Coast	FL 32137
FLORIDA	Bpop's Restaurant Group, Inc. P: David Hause 419 Bourgainville Drive Palm Coast, FL 32137 (904) 955-9900 <a href="mailto:dhause@firehousesubs.com">dhause@firehousesubs.com</a>	5615 State Highway 100, East Suite 112	Palm Coast	FL 32164
FLORIDA	Because of Carol LLC P: Christopher Ragsdale 13214 Old Florida Circle Hudson, FL 34669 (727) 207-4066 <a href="mailto:chris.ragsdale@firehousesubs.com">chris.ragsdale@firehousesubs.com</a>	3434 E. Lake Road	Palm Harbor	FL 34685
FLORIDA	K&H Associates LLC P: Hope Gaines P.O. Box 364 Niceville, FL 32588 (850) 348-7301 <a href="mailto:hope.gaines@firehousesubs.com">hope.gaines@firehousesubs.com</a>	805 N. Tyndall Parkway	Panama City	FL 32404
FLORIDA	KMFD Corp. P: Mike Stange 143 Musset Bayou Court Destin, FL 32549 (850) 428-0767 <a href="mailto:mstange@firehousesubs.com">mstange@firehousesubs.com</a>	668 W. 23 <sup>rd</sup> Street	Panama City	FL 32405

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FLORIDA	KMF D Corp. P: Mike Stange 143 Musset Bayou Court Destin, FL 32549 (850) 428-0767 <a href="mailto:mstange@firehousesubs.com">mstange@firehousesubs.com</a>	11560 Panama City Beach Pkwy., Suite B	Panama City Beach	FL 32413
FLORIDA	Fogo Group, LLC P: Marcelo Morandi 515 NW 165 <sup>th</sup> Ave. Pembroke Pines, FL 33028 (786) 262-4334 <a href="mailto:marcelo.morandi@firehousesubs.com">marcelo.morandi@firehousesubs.com</a>	15711 Pines Boulevard	Pembroke Pines	FL 33027
FLORIDA	JJ&D Restaurants, LLC P: Peter Steinweg 17080 SW 53 <sup>rd</sup> Court Miramar, FL 33027 (917) 647-4000 <a href="mailto:peter.steinweg@firehousesubs.com">peter.steinweg@firehousesubs.com</a>	10800 Pines Boulevard, Suite 3	Pembroke Pines	FL 33026
FLORIDA	Bri'chae, LLC P: Scott Esty 8067 Thoroughbred Rd. Pensacola, FL 32526 (850) 994-9090 <a href="mailto:sesty@firehousesubs.com">sesty@firehousesubs.com</a>	5010 Bayou Boulevard, Suite 5	Pensacola	FL 32503
FLORIDA	Bri'chae, LLC P: Scott Esty 8067 Thoroughbred Rd. Pensacola, FL 32526 (850) 994-9090 <a href="mailto:sesty@firehousesubs.com">sesty@firehousesubs.com</a>	120 S. New Warrington Road	Pensacola	FL 32507

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FLORIDA	Bri'chae, LLC P: Scott Esty 8067 Thoroughbred Rd. Pensacola, FL 32526 (850) 478-9861 <a href="mailto:sesty@firehousesubs.com">sesty@firehousesubs.com</a>	5998 Mobile Hwy., Suite 8	Pensacola	FL 32526
FLORIDA	Firebox, LLC P: Anthony Pietsch 6570 - A Caroline Street Milton, FL 32570 (850) 232-2084 <a href="mailto:tpietsch@firehousesubs.com">tpietsch@firehousesubs.com</a>	2 E. 9 Mile Road	Pensacola	FL 32534
FLORIDA	Firebox, LLC P: Anthony Pietsch 6570 - A Caroline Street Milton, FL 32570 (850) 232-2084 <a href="mailto:tpietsch@firehousesubs.com">tpietsch@firehousesubs.com</a>	1741 E. 9 Mile Road, Suite 13	Pensacola	FL 32514
FLORIDA	Firebox, LLC P: Anthony Pietsch 6570 - A Caroline Street Milton, FL 32570 (850) 232-2084 <a href="mailto:tpietsch@firehousesubs.com">tpietsch@firehousesubs.com</a>	6869 N. 9 <sup>th</sup> Avenue	Pensacola	FL 32504
FLORIDA	Impact FHS Restaurants III, LLC P: Sarju Patel 19046 Bruce B. Downs Blvd., Suite 301 Tampa, FL 33647 (813) 240-2135 <a href="mailto:spatel@firehousesubs.com">spatel@firehousesubs.com</a>	4394 Park Boulevard	Pinellas Park	FL 33781

<b>STATE</b>	<b>FRANCHISEE NAME &amp; MAILING ADDRESS</b>	<b>RESTAURANT STREET ADDRESS</b>	<b>RESTAURANT CITY</b>	<b>RESTAURANT STATE AND ZIP CODE</b>
FLORIDA	SYE of Plant City, LLC P: John York 4617 Tucson Court Valrico, FL 33594 (352) 874-0902 <a href="mailto:john.york@firehousesubs.com">john.york@firehousesubs.com</a>	107-2 West Alexander Street	Plant City	FL 33563
FLORIDA	South Miami Subs 3, Inc. P: Carlos Ramirez 801 S. University Drive, C139 Plantation, FL 33324 (305) 613-4245 <a href="mailto:carlo.se.ramirez@firehousesubs.com">carlo.se.ramirez@firehousesubs.com</a>	801 S. University Drive, C139	Plantation	FL 33324
FLORIDA	R. Kay, Inc. P: Kim Clouden 2428 Pickard Lane North Port, FL 34286 (941) 468-9256 <a href="mailto:kim.clouden@firehousesubs.com">kim.clouden@firehousesubs.com</a>	18500 Veterans Boulevard	Port Charlotte	FL 33954
FLORIDA	Zerin Restaurant Group 2, LLC P: Miah Manik 225 Palm Bay Road NE, Unit 184 West Melbourne, FL 32904 (718) 701-7417 <a href="mailto:miah.manik@firehousesubs.com">miah.manik@firehousesubs.com</a>	1765 Dunlawton Avenue, Suite 102	Port Orange	FL 32127
FLORIDA	B & B of Big Bend Road LLC P: John S. York 4617 Tucson Court Valrico, FL 33594 (352) 874-0902 <a href="mailto:john.york@firehousesubs.com">john.york@firehousesubs.com</a>	13129 US Highway 301 S.	Riverview	FL 33578
FLORIDA	Shore Fire, Inc. P: Denise Miller 905 Pine Baugh St. Rockledge, FL 32955 (321) 302-0009 <a href="mailto:dmiller@firehousesubs.com">dmiller@firehousesubs.com</a>	1852 S. Rockledge Boulevard	Rockledge	FL 32955



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FLORIDA	South Miami Subs RPB, Inc. P: Ted Tallman 9562 Campi Drive Lake Worth, FL 33467 (561) 714-7260 <a href="mailto:ttallman@firehousesubs.com">ttallman@firehousesubs.com</a>	10229 Okeechobee Boulevard, #C2	Royal Palm Beach	FL 33411
FLORIDA	GALICIAFIRESUBS, LLC P: Bruce Galicia 3332 Kayak Way Orlando, FL 32820 (407) 690-7475 <a href="mailto:bruce.galicia@firehousesubs.com">bruce.galicia@firehousesubs.com</a>	1844 S. Ridgewood Avenue	S. Daytona	FL 32119
FLORIDA	Tri-County Fire, LLC P: Douglas Hubbard 3852 Shoreside Drive Kissimmee, FL 34746 (863) 602-1361 <a href="mailto:doug.hubbard@firehousesubs.com">doug.hubbard@firehousesubs.com</a>	4554 13th Street	Saint Cloud	FL 34741
FLORIDA	Codame Enterprises LLC P: Colin Means 2955 Meadow Oak Drive N. Clearwater, FL 33761 (727) 386-0748 <a href="mailto:colin.means@firehousesubs.com">colin.means@firehousesubs.com</a>	4949 4 <sup>th</sup> Street N.	Saint Petersburg	FL 33703
FLORIDA	Redline Restaurants Inc. P: Meliany VanNostrand 2450 Cherokee Road St. Cloud, FL 34772 (813) 245-3250 <a href="mailto:meliany.vannostrand@firehousesubs.com">meliany.vannostrand@firehousesubs.com</a>	1625 W.P. Ball Boulevard	Sanford	FL 32771

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FLORIDA	Fire Bee, LLC P: John York 4617 Tucson Court Valrico, FL 33594 (352) 874-0902 <a href="mailto:john.york@firehousesubs.com">john.york@firehousesubs.com</a>	4400 Bee Ridge Road	Sarasota	FL 34233
FLORIDA	Fire Fruit 115, LLC P: John York 4617 Tucson Court Valrico, FL 33594 (352) 874-0902 <a href="mailto:john.york@firehousesubs.com">john.york@firehousesubs.com</a>	5416 Fruitville Road	Sarasota	FL 34232
FLORIDA	BJ Lueking Investments, LLC P: Brad Lueking 751 N. 25 <sup>th</sup> Ave. N St. Petersburg, FL 33704 (865) 776-6077 <a href="mailto:brad.lueking@firehousesubs.com">brad.lueking@firehousesubs.com</a>	4185 Mariner Boulevard	Spring Hill	FL 34609
FLORIDA	AMM2 LLC P: Anthony Mallery 534 NW Kilpatrick Avenue Port Saint Lucie, FL 34983 (772) 200-9076 <a href="mailto:anthony.mallery@firehousesubs.com">anthony.mallery@firehousesubs.com</a>	2624 SE Federal Highway	Stuart	FL 34994
FLORIDA	BENDEL, LLC P: Ana de las Carreras 6355 NW 136th Street, Suite 503 Virginia Gardens, FL 33166 (786) 678-2383 <a href="mailto:ana.delascarreras@firehousesubs.com">ana.delascarreras@firehousesubs.com</a>	134 Weston Road	Sunrise	FL 33326

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
FLORIDA	White or Wheat, LLC P: Christopher Fabozzi 3017 Golden Eagle Dr. Tallahassee, FL 32312 (850) 445-4696 <a href="mailto:chris.fabozzi@firehousesubs.com">chris.fabozzi@firehousesubs.com</a>	2580 N. Monroe St. #1	Tallahassee	FL 32303
FLORIDA	Tally 2, Inc. P: Matthew Holmes 14213 Otter Run Tallahassee, FL 32312 (850) 501-4759 <a href="mailto:mholmes@firehousesubs.com">mholmes@firehousesubs.com</a>	3220 Apalachee Parkway	Tallahassee	FL 32311
FLORIDA	MJR Holdings, Inc. P: Matthew Holmes 14213 Otter Run Tallahassee, FL 32312 (850) 509-4759 <a href="mailto:mholmes@firehousesubs.com">mholmes@firehousesubs.com</a>	1420 Capital Circle NW	Tallahassee	FL 32304
FLORIDA	Firehouse Subs of Tallahassee #3, Inc. P: Christopher Holmes 3702 Bobbin Brook E. Tallahassee, FL 32312 (850) 567-5171 <a href="mailto:cholmes@firehousesubs.com">cholmes@firehousesubs.com</a>	1908-1 Capital Circle NE	Tallahassee	FL 32308
FLORIDA	BL Jerkins, LLC P: Brandon Jerkins 3401 Cedarwood Trail Tallahassee, FL 32312 (850) 459-5457 <a href="mailto:brandon.jerkins@firehousesubs.com">brandon.jerkins@firehousesubs.com</a>	1426 W. Tennessee Street	Tallahassee	FL 32304

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FLORIDA	BMG #407, LLC P: Matt Holmes 14213 Otter Run Road Tallahassee, FL 32312 (850) 350-0685 <a href="mailto:mholmes@firehousesubs.com">mholmes@firehousesubs.com</a>	6676 Thomasville Rd., Unit #2	Tallahassee	FL 32312
FLORIDA	KMG #76, LLC P: Matt Holmes 14213 Otter Run Road Tallahassee, FL 32312 (850) 350-0685 <a href="mailto:mholmes@firehousesubs.com">mholmes@firehousesubs.com</a>	3491-5 Thomasville Road	Tallahassee	FL 32309
FLORIDA	Sarrk FHS Restaurants XII, LLC P: Sarju Patel 19046 Bruce B Downs Boulevard Suite 301 Tampa, FL 33647 (813) 240-2135 <a href="mailto:spatel@firehousesubs.com">spatel@firehousesubs.com</a>	8428 W. Hillsborough Avenue	Tampa	FL 33615
FLORIDA	Fire-Etc, Inc. P: Tracey Johnson 10144 Arbor Run Drive Tampa, FL 33647 (813) 388-3423 <a href="mailto:tjohnson@firehousesubs.com">tjohnson@firehousesubs.com</a>	2710 Fowler Ave., Unit 3	Tampa	FL 33612
FLORIDA	Impact FHS Restaurants II, LLC P: Sarju Patel 19046 Bruce B. Downs Blvd., Suite 301 Tampa, FL 33647 (813) 240-2135 <a href="mailto:spatel@firehousesubs.com">spatel@firehousesubs.com</a>	1824 Bruce B. Downs Boulevard	Tampa	FL 33544

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FLORIDA	Sarrk Restaurants XIII, LLC P: Sarju Patel 19046 Bruce B. Downs Blvd., Suite 301 Tampa, FL 33647 (813) 240-2135 <a href="mailto:spatel@firehousesubs.com">spatel@firehousesubs.com</a>	13236 N. Dale Mabry	Tampa	FL 33618
FLORIDA	Sarrk Restaurants XIV, LLC P: Sarju Patel 19046 Bruce B. Downs Blvd., Suite 301 Tampa, FL 33647 (813) 240-2135 <a href="mailto:spatel@firehousesubs.com">spatel@firehousesubs.com</a>	2227 Dale Mabry Highway	Tampa	FL 33629
FLORIDA	MGR Restaurant Holdings of Florida, Inc. P: Michael Runey 835 Seacrest Dr. Largo, FL 33771 (240) 446-6821 <a href="mailto:mike.runey@firehousesubs.com">mike.runey@firehousesubs.com</a>	40545 N. US 19, Suite C	Tarpon Springs	FL 34689
FLORIDA	Fuego Caliente, LLC P: Britt H. Diaz 8645 Grandee Drive Orlando, FL 32829 (407) 808-1635 <a href="mailto:britt.diaz@firehousesubs.com">britt.diaz@firehousesubs.com</a>	2520 S. Washington Avenue	Titusville	FL 32780
FLORIDA	Impact FHS Restaurants VIII, LLC P: Sarju Patel 19046 Bruce B. Downs Blvd., Suite 301 Tampa, FL 33647 (813) 240-2135 <a href="mailto:spatel@firehousesubs.com">spatel@firehousesubs.com</a>	1013 E. Bloomingdale Avenue	Valrico	FL 33596

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FLORIDA	Mama's House, LLC P: James A. Wiewel 47 Shoreland Drive Osprey, FL 34229 (319) 360-4904 <a href="mailto:jwiewel@firehousesubs.com">jwiewel@firehousesubs.com</a>	1570 US-41 Bypass	Venice	FL 34292
FLORIDA	2LAZYH, Inc. P: Tammy Sowers 6170 20 <sup>th</sup> St. Vero Beach, FL 32966 (321) 431-1787 <a href="mailto:tammy.sowers@firehousesubs.com">tammy.sowers@firehousesubs.com</a>	6170 20 <sup>th</sup> Street	Vero Beach	FL 32966
FLORIDA	Zerin Restaurant Group, LLC P: Miah Manik 225 Palm Bay Road NE, Unit 184 West Melbourne, FL 32904 (718) 701-7417 <a href="mailto:miah.manik@firehousesubs.com">miah.manik@firehousesubs.com</a>	225 Palm Bay Rd. NE, Unit 184	West Melbourne	FL 32904
FLORIDA	South Miami Subs WPB, Inc. P: Ted Tallman 9562 Campi Drive Lake Worth, FL 33467 (678) 850-7834 <a href="mailto:shannon.sink@firehousesubs.com">shannon.sink@firehousesubs.com</a>	4047 Okeechobee Blvd., Suite 101	West Palm Beach	FL 33409
FLORIDA	DKSS Subs, LLC P: Don Davey 200 First St., Suite 204 Neptune Beach, FL 32266 (904) 607-6988 <a href="mailto:ddavey@firehousesubs.com">ddavey@firehousesubs.com</a>	3119 Daniels Road, Suite 102	Winter Garden	FL 34787

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FLORIDA	JMDI, Inc. P: Ashish Sahgal 1107 3 <sup>rd</sup> St. SW #6 Winter Haven, FL 33880 (440) 623-3185 <a href="mailto:asaghal@firehousesubs.com">asaghal@firehousesubs.com</a>	1107 3 <sup>rd</sup> St. SW #6	Winter Haven	FL 33880
FLORIDA	Ferguson Four Fire, LLC P: Guy Ferguson 419 S. Semoran Blvd. Winter Park, FL 32792 (407) 401-1927 <a href="mailto:gferguson@firehousesubs.com">gferguson@firehousesubs.com</a>	419 S. Semoran Boulevard	Winter Park	FL 32792
FLORIDA	Lionheart Restaurant Operators, LLC P: Eileen White 818 Seneca Meadows Rd. Winter Springs, FL 32708 (321) 263-5199 <a href="mailto:ewhite@firehousesubs.com">ewhite@firehousesubs.com</a>	5285 Red Bug Lake Rd., Suite 129	Winter Springs	FL 32708
GEORGIA	Smoking Hot Enterprises, LLC P: Jeffrey Howe 3675 Tarn Court Marietta, GA 30062 (770) 529-1772 <a href="mailto:jhowe@firehousesubs.com">jhowe@firehousesubs.com</a>	3348 Cobb Parkway NW, Suite 120	Acworth	GA 30101
GEORGIA	Beck Jerkins LLC P: Brandon Jerkins 3401 Cedarwood Trail Tallahassee, FL 32312 (850) 459-5457 <a href="mailto:brandon.jerkins@firehousesubs.com">brandon.jerkins@firehousesubs.com</a>	2416 Dawson Road, Suite C	Albany	GA 31707

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GEORGIA	RSS Sub Shop, Inc. P: Rick Szabo 5610 Glenridge Drive Suite 102 Atlanta, GA 30342 (404) 216-5137 <a href="mailto:rszabo@firehousesubs.com">rszabo@firehousesubs.com</a>	3005 Old Alabama Rd., Suite 6001	Alpharetta	GA 30022
GEORGIA	Vision Foods of Prince Avenue, LLC P: Adam Arefian 1051 Simonton Way Watkinsville, GA 30677 (706) 296-9815 <a href="mailto:aarefian@firehousesubs.com">aarefian@firehousesubs.com</a>	1226 Prince Avenue	Athens	GA 30606
GEORGIA	The Rohletter Group, LLC P: Grant Rohletter 4600 Dunover Circle Atlanta, GA 30360 (678) 457-3102 <a href="mailto:grohletter@firehousesubs.com">grohletter@firehousesubs.com</a>	537 10 <sup>th</sup> St. NW	Atlanta	GA 30318
GEORGIA	Rohletters on Peachtree, Inc. P: Grant Rohletter 4600 Dunover Circle Atlanta, GA 30360 (678) 457-3102 <a href="mailto:grohletter@firehousesubs.com">grohletter@firehousesubs.com</a>	225 Peachtree St. NE Suite B-27	Atlanta	GA 30303
GEORGIA	Mahant Investments, LLC P: Nisha Patel 1439 Brookmere Way Cumming, GA 30040 (813) 843-1432 <a href="mailto:nisha.patel@firehousesubs.com">nisha.patel@firehousesubs.com</a>	2970 Cobb Parkway SE	Atlanta	GA 30339



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GEORGIA	FH Augusta, LLC P: Larry Richard P.O. Box 213145 Martinez, GA 30917 (205) 441-2722 <a href="mailto:lrichard@firehousesubs.com">lrichard@firehousesubs.com</a>	1509 Walton Way	Augusta	GA 30904
GEORGIA	FH Augusta, LLC P: Larry Richard P.O. Box 213145 Martinez, GA 30917 (205) 441-2722 <a href="mailto:lrichard@firehousesubs.com">lrichard@firehousesubs.com</a>	2930 Peach Orchard	Augusta	GA 30906
GEORGIA	4 <sup>th</sup> Round, Inc. P: Mike Bullard 2655 Devin Court Smyrna, GA 30080 (404) 427-0974 <a href="mailto:mike.bullard@firehousesubs.com">mike.bullard@firehousesubs.com</a>	2860-2 East West Connector	Austell	GA 30106
GEORGIA	Statesboro Restaurant Group, Inc. P: Ed Wells P120 Brown Thrush Rd. Savannah, GA 31419 (912) 536-3411 <a href="mailto:ewells@firehousesubs.com">ewells@firehousesubs.com</a>	919 Glynn Isles	Brunswick	GA 31525
GEORGIA	Subs 4 U, LLC P: John Crow 1434 Water Wheel Dr. Bethlehem, GA 30620 (404) 429-8388 <a href="mailto:jcrow@firehousesubs.com">jcrow@firehousesubs.com</a>	3350 Buford Dr., Suite A-120	Buford	GA 30519
GEORGIA	Integrity of GA, Inc. P: Mehul Patel P.O. Box 398 Dalton, GA 30722 (423) 314-3024 <a href="mailto:mehul.patel@firehousesubs.com">mehul.patel@firehousesubs.com</a>	1131 S. Wall Street	Calhoun	GA 30701

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GEORGIA	O.T. Restaurant Group, LLC. P: Matt Lampkin 411 Ridgewater Drive Marietta, GA 30068 (904) 626-5922 <a href="mailto:matt.lampkin@firehousesubs.com">matt.lampkin@firehousesubs.com</a>	1353 Riverstone Parkway, #100	Canton	GA 30114
GEORGIA	Hotlinez of West Georgia, Inc. P: Joel Dennis 1188 Fivepoints Rd. Buchanan, GA 30113 (770) 846-4762 <a href="mailto:jdennis@firehousesubs.com">jdennis@firehousesubs.com</a>	1202 S. Park Street, Suite E	Carrollton	GA 30117
GEORGIA	Harris Restaurant Group, LLC P: Joel Dennis 1188 Five Points Road Buchanan, GA 30113 (770) 846-4762 <a href="mailto:jdennis@firehousesubs.com">jdennis@firehousesubs.com</a>	413 East Main Street	Cartersville	GA 30121
GEORGIA	War Eagle Wiches, LLC P: Amy Griggs 64 North Haven Road Seale, AL 36875 (706) 527-0673 <a href="mailto:amy.griggs@firehousesubs.com">amy.griggs@firehousesubs.com</a>	6563 Gateway Drive	Columbus	GA 31909
GEORGIA	War Eagle Wiches, LLC P: Amy Griggs 64 North Haven Road Seale, AL 36875 (706) 527-0673 <a href="mailto:amy.griggs@firehousesubs.com">amy.griggs@firehousesubs.com</a>	2501 Whittlesey Rd., Suite H	Columbus	GA 31909
GEORGIA	War Eagle Wiches, LLC P: Amy Griggs 64 North Haven Road Seale, AL 36875 (706) 527-0673 <a href="mailto:amy.griggs@firehousesubs.com">amy.griggs@firehousesubs.com</a>	3201 Macon Road, Suite 263	Columbus	GA 31906

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GEORGIA	Sub Life LLC P: Diane Crow 1434 Water Wheel Drive Bethlehem, GA 30620 (678) 557-9516 <a href="mailto:dcrow@firehousesubs.com">dcrow@firehousesubs.com</a>	108 Dallas Drive	Commerce	GA 30529
GEORGIA	Herrma Enterprises, LLC P: Robert Jones 1955 Milfield Circle Snellville, GA 30078 <a href="mailto:robert.jones@firehousesubs.com">robert.jones@firehousesubs.com</a> (678) 920-3289	1565 Highway 138 SE Suite A	Conyers	GA 30013
GEORGIA	Rohletters Out East, LLC P: Grant Rohletter 4600 Dunover Circle Atlanta, GA 30338 (678) 457-3102 <a href="mailto:grohletter@firehousesubs.com">grohletter@firehousesubs.com</a>	4127 Hwy 278 NW	Covington	GA 30014
GEORGIA	Black Cavern Group, LLC P: Brett Black 4767 J M Turk Rd. Flowery Branch, GA 30542 (770) 540-1298 <a href="mailto:brett.black@firehousesubs.com">brett.black@firehousesubs.com</a>	905 Market Place Blvd., Suite B	Cumming	GA 30041
GEORGIA	O.T. Restaurant Group, LLC P: Matt Lampkin 411 Ridgewater Drive Marietta, GA 30068 (904) 626-5922 <a href="mailto:matt.lampkin@firehousesubs.com">matt.lampkin@firehousesubs.com</a>	2320 Atlanta Highway	Cumming	GA 30040

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GEORGIA	Luvin Subin, LLC P: Diane Crow 1434 Water Wheel Drive Bethlehem, GA 30236 (678) 557-9516 <a href="mailto:dcrow@firehousesubs.com">dcrow@firehousesubs.com</a>	3465 Braselton Highway, Suite 150	Dacula	GA 30019
GEORGIA	O.T. Restaurant Group, LLC P: Matt Lampkin 411 Ridgewater Drive Marietta, GA 30068 (904) 626-5922 <a href="mailto:matt.lampkin@firehousesubs.com">matt.lampkin@firehousesubs.com</a>	837 Highway 400 S., Suites 145 & 150	Dawsonville	GA 30534
GEORGIA	DNF Douglas, LLC P: Fred Thomas 204 Monticello Drive Kingsland, GA 31548 (678) 920-4891 <a href="mailto:fred.thomas@firehousesubs.com">fred.thomas@firehousesubs.com</a>	914 S. Peterson Avenue	Douglas	GA 31533
GEORGIA	Famous Amos Subs, LLC P: Randall Richard 317 Hickory Hollow Court Dallas, GA 30157 (404) 202-0513 <a href="mailto:randy.richard@firehousesubs.com">randy.richard@firehousesubs.com</a>	2911 Chapel Hill Road, Suite 210	Douglasville	GA 30135
GEORGIA	Macon Hot Subs, LLC P: Amy Griggs 1101 13 <sup>th</sup> Street Phenix City, AL 36867 (706) 987-0730 <a href="mailto:amy.griggs@firehousesubs.com">amy.griggs@firehousesubs.com</a>	2102 Veterans Blvd., Suite B	Dublin	GA 31021
GEORGIA	Subn It Up, LLC P: Diane Crow 1434 Water Wheel Drive Bethlehem, GA 30236 (678) 557-9516 <a href="mailto:dcrow@firehousesubs.com">dcrow@firehousesubs.com</a>	1950 Satellite Blvd. Suite 100	Duluth	GA 30097

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GEORGIA	FH Augusta, LLC P: Larry Richard P.O. Box 213145 Martinez, GA 30917 (205) 441-2722 <a href="mailto:lrichard@firehousesubs.com">lrichard@firehousesubs.com</a>	535 Mullins Colony Drive, Suite 100	Evans	GA 30809
GEORGIA	BBP Management Group, Inc. P: Bhumika Patel 71 Brooks Landing Drive Newnan, GA 30265 (847) 452-6959 <a href="mailto:bhumika.patel@firehousesubs.com">bhumika.patel@firehousesubs.com</a>	8055 Senoia Road, Suite 300	Fairburn	GA 30213
GEORGIA	NAHZUK, Inc. P: Nayana Shah 411 Gresham Drive Stockbridge, GA 30281 (404) 992-1702 <a href="mailto:nshah@firehousesubs.com">nshah@firehousesubs.com</a>	46 Hudson Plaza, Suite 39A	Fayetteville	GA 30214
GEORGIA	Black Forest Group, LLC P: Brett Black 4767 J M Turk Rd. Flowery Branch, GA 30542 (770) 540-1298 <a href="mailto:brett.black@firehousesubs.com">brett.black@firehousesubs.com</a>	5900 Spout Springs Road Suite R-18	Flowery Branch	GA 30542
GEORGIA	Greater Chattanooga Restaurant Group, LLC P: David Pifer 2115 River Watch Drive Soddy Daisy, TN 37379 (423) 314-4681 <a href="mailto:dpifer@firehousesubs.com">dpifer@firehousesubs.com</a>	882 Battlefield Parkway	Ft. Oglethorpe	GA 30742

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GEORGIA	Black Granite Group, LLC P: Brett Black 4767 J M Turk Rd. Flowery Branch, GA 30542 (770) 540-1298 <a href="mailto:brett.black@firehousesubs.com">brett.black@firehousesubs.com</a>	333 Shallowford Rd. NW, Suite D	Gainesville	GA 30504
GEORGIA	Criswell's Inc. P: Jefferson Michael Criswell 581 Buck Creek Rd Griffin, GA 30224 (404) 925-2839 <a href="mailto:mcriswell@firehousesubs.com">mcriswell@firehousesubs.com</a>	118 West Taylor Street	Griffin	GA 30223
GEORGIA	Downey Foods, LLC P: Kirk Downey 180 Arrowhead Lake Rd. N. Augusta, SC 28960 (803) 215-3768 <a href="mailto:kdowney@firehousesubs.com">kdowney@firehousesubs.com</a>	220 Meridian Drive	Grovetown	GA 30813
GEORGIA	Thunder & Lightning Sandwich Masters, LLC P: Ed Wells 120 Brown Thrush Road Savannah, GA 31419 (912) 536-3411 <a href="mailto:ewells@firehousesubs.com">ewells@firehousesubs.com</a>	556 West Oglethorpe Highway	Hinesville	GA 31313
GEORGIA	R & D Subs, LLC P: Randy Richard 317 Hickory Hollow Court Dallas, GA 30157 (404) 202-0513 <a href="mailto:randy.richard@firehousesubs.com">randy.richard@firehousesubs.com</a>	4795 Jimmy Lee Smith Pkwy., Suite 105	Hiram	GA 30141

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
GEORGIA	Dubs and Subs LLC P: Mohammed Salauddin 809 Avonley Creek Trace Sugar Hill, GA 30518 (678) 908-8199 <a href="mailto:mohammed.salauddin@firehousesubs.com">mohammed.salauddin@firehousesubs.com</a>	6395 McGinnis Ferry Rd., Suite 303	Johns Creek	GA 30005
GEORGIA	Old Capitol Subs, Inc. P: William McComb 125 S. Wilkinson Street Milledgeville, GA 31061 (478) 414-6394 <a href="mailto:william.mccomb@firehousesubs.com">william.mccomb@firehousesubs.com</a>	678 Lake Joy Road, Suite 100	Kathleen	GA 31047
GEORGIA	VLLM, LLC P: Melvin Meredith 3785 Stone Creek Circle Cumming, GA 30041 (404) 431-7663 <a href="mailto:melvin.meredith@firehousesubs.com">melvin.meredith@firehousesubs.com</a>	4250 Wade Green Road	Kennesaw	GA 30144
GEORGIA	DNF Foods, LLC P: Fred Thomas 2205 Turtle Creek Way Lawrenceville, GA 30188 (678) 920-4891 <a href="mailto:fred.thomas@firehousesubs.com">fred.thomas@firehousesubs.com</a>	1393 GA Highway 40 East	Kingsland	GA 31548
GEORGIA	FHS LaGrange, INC P: Bhumika Patel 71 Brooks Landing Drive Newnan, GA 30265 <a href="mailto:bhumika.patel@firehousesubs.com">bhumika.patel@firehousesubs.com</a>	1507 LaFayette Parkway, Unit A	LaGrange	GA 30241
GEORGIA	ID Business Group, LLC P: Idris Idris 1525 Grayson Highway, Unit 819 Grayson, GA 30017 (678) 512-0411 <a href="mailto:idris.idris@firehousesubs.com">idris.idris@firehousesubs.com</a>	3375 Sugarloaf Parkway	Lawrenceville	GA 30044

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GEORGIA	Diane's Subs, LLC P: Diane Crow 1434 Water Wheel Dr. Bethlehem, GA 30620 (678) 557-9516 <a href="mailto:dcrow@firehousesubs.com">dcrow@firehousesubs.com</a>	860 Duluth Hwy, Suite 1040	Lawrenceville	GA 30043
GEORGIA	P & C Ventures, LLC P: Philip Hoddy 4898 Mountain Rose Walk Buford, GA 30518 (770) 560-7368 <a href="mailto:phil.hoddy@firehousesubs.com">phil.hoddy@firehousesubs.com</a>	4145 Lawrenceville Hwy., Suite 16	Lilburn	GA 30047
GEORGIA	D&R Subs, LLC P: Randy Richard 317 Hickory Hollow Court Dallas, Georgia 30157 (404) 473-3036 <a href="mailto:randy.richard@firehousesubs.com">randy.richard@firehousesubs.com</a>	1300 W. Corporate Court	Lithia Springs	GA 30122
GEORGIA	Herrma Enterprises, LLC P: Robert Jones 1955 Milfield Circle Snellville, GA 30078 <a href="mailto:robert.jones@firehousesubs.com">robert.jones@firehousesubs.com</a> (678) 920-3289	8075 Mall Parkway	Lithonia	GA 30038
GEORGIA	Vision Foods of Loganville, LLC P: Adam Arefian 29 North Main Street P.O. Box 332 Watkinsville, GA 30677 (706) 296-9815 <a href="mailto:aarefian@firehousesubs.com">aarefian@firehousesubs.com</a>	4639 Lawrenceville Road	Loganville	GA 30052



STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
GEORGIA	Macon Hot Subs, LLC P: Amy Griggs 1101 13 <sup>th</sup> Street Phenix City, AL 36867 (706) 987-0730 <a href="mailto:amy.griggs@firehousesusbs.com">amy.griggs@firehousesusbs.com</a>	4123 Forsyth Road, Suite A	Macon	GA 31208
GEORGIA	Macon Hot Subs, LLC P: Amy Griggs 1101 13 <sup>th</sup> Street Phenix City, AL 36867 (706) 987-0730 <a href="mailto:amy.griggs@firehousesusbs.com">amy.griggs@firehousesusbs.com</a>	4640 Presidential Parkway, Suite A	Macon	GA 31206
GEORGIA	Macon Hot Subs, LLC P: Amy Griggs 1101 13 <sup>th</sup> Street Phenix City, AL 36867 (706) 987-0730 <a href="mailto:amy.griggs@firehousesusbs.com">amy.griggs@firehousesusbs.com</a>	4921 Riverside Drive	Macon	GA 31210
GEORGIA	4 <sup>th</sup> Round, Inc. P: Mike Bullard 2655 Devin Court Smyrna, GA 30080 (404) 427-0974 <a href="mailto:mike.bullard@firehousesubs.com">mike.bullard@firehousesubs.com</a>	2500 Dallas Hwy., Suite 650	Marietta	GA 30064
GEORGIA	Lightning Food Services, LLC P: Trevor Bolt 3009 Sterling Court Roswell, GA 30075 (678) 392-8187 <a href="mailto:trevor.bolt@firehousesubs.com">trevor.bolt@firehousesubs.com</a>	145 N. Marietta Pkwy., Suite F	Marietta	GA 30060

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GEORGIA	Kimmer, LLC P: Sam Kimbrell 3785 Stone Creek Circle Cumming, GA 30041 (678) 313-3431 <a href="mailto:sam.kimbrell@firehousesubs.com">sam.kimbrell@firehousesubs.com</a>	2745 Sandy Plains Road	Marietta	GA 30066
GEORGIA	FH Augusta, LLC P: Larry Richard P.O. Box 213145 Martinez, GA 30917 (205) 441-2722 <a href="mailto:lrichard@firehousesubs.com">lrichard@firehousesubs.com</a>	3836 Washington Rd., Suite 6	Martinez	GA 30907
GEORGIA	Criswell's Inc. P: Mike Criswell 581 Buck Creek Rd. Griffin, GA 30224 (404) 925-2839 <a href="mailto:mcriswell@firehousesubs.com">mcriswell@firehousesubs.com</a>	1487 West Highway 20, Suite D	McDonough	GA 30253
GEORGIA	GTC Group, LLC P: Clint Rohletter 4600 Dunover Circle Atlanta, GA 30360 (678) 438-6309 <a href="mailto:clint.rohletter@firehousesubs.com">clint.rohletter@firehousesubs.com</a>	2109 Jonesboro Road	McDonough	GA 30253
GEORGIA	Old Capitol Subs, Inc. P: William McComb 125 S. Wilkinson Street Milledgeville, GA 31061 (478) 414-6934 <a href="mailto:william.mccomb@firehousesubs.com">william.mccomb@firehousesubs.com</a>	1909 North Columbia Street Suite C	Milledgeville	GA 31061

<b>STATE</b>	<b>FRANCHISEE NAME &amp; MAILING ADDRESS</b>	<b>RESTAURANT STREET ADDRESS</b>	<b>RESTAURANT CITY</b>	<b>RESTAURANT STATE AND ZIP CODE</b>
GEORGIA	Lightning Food Services, LLC P: Trevor Bolt 3009 Sterling Court Roswell, GA 30075 (678) 392-8187 <a href="mailto:trevor.bolt@firehousesubs.com">trevor.bolt@firehousesubs.com</a>	13087 Highway 9, Suite 930	Milton	GA 30004
GEORGIA	Beck Jerkins LLC P: Brandon Jerkins 3401 Cedarwood Trail Tallahassee, FL 32312 (850) 459-5457 <a href="mailto:brandon.jerkins@firehousesubs.com">brandon.jerkins@firehousesubs.com</a>	507 N. Veterans Parkway	Moultrie	GA 31788
GEORGIA	HBP Hot Sub, Inc. P: Bhumika Patel 71 Brooks Landing Drive Newnan, GA 30265 (678) 850-9090 <a href="mailto:bhumika.patel@firehousesubs.com">bhumika.patel@firehousesubs.com</a>	226 Newnan Crossing Bypass	Newnan	GA 30265
GEORGIA	Manubhai Investments, Inc. P: Bhupesh Patel 860 Cooper Farm Way Johns Creek, GA 30097 (770) 209-6642 <a href="mailto:bhupesh.patel@firehousesubs.com">bhupesh.patel@firehousesubs.com</a>	3400 Holcomb Bridge Rd., Suite 300	Norcross	GA 30092
GEORGIA	AJA Subs, LLC P: Jerry Anderson 5680 Turnstone Drive Conyers, GA 30094 (770) 313-2696 <a href="mailto:jerry.anderson@firehousesubs.com">jerry.anderson@firehousesubs.com</a>	3650 Mundy Mill Road	Oakwood	GA 30566

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GEORGIA	S & A Investment, LLC P: Bhumika Patel 71 Brooks Landing Drive Newnan, GA 30265 (847) 452-6959 <a href="mailto:bhumika.patel@firehousesubs.com">bhumika.patel@firehousesubs.com</a>	321 Commerce Drive	Peachtree City	GA 30269
GEORGIA	Willexis LLC P: William Stilley 207 Legacy Park Drive Perry, GA 31069 (904) 716-7159 <a href="mailto:william.stilley@firehousesubs.com">william.stilley@firehousesubs.com</a>	1369 Sam Nunn Boulevard	Perry	GA 31069
GEORGIA	Liquid Fire, LLC P: Chad Weaver 199 Penrose Drive Savannah, GA 31410 (904) 631-7815 <a href="mailto:cweaver@firehousesubs.com">cweaver@firehousesubs.com</a>	481 Pooler Parkway	Pooler	GA 31322
GEORGIA	Liquid Fire, LLC P: Chad Weaver 199 Penrose Drive Savannah, GA 31410 (904) 631-7815 <a href="mailto:cweaver@firehousesubs.com">cweaver@firehousesubs.com</a>	9116 Ford Avenue	Richmond Hill	GA 31324
GEORGIA	Hip Hop Get Subs LLC P: Eddie Wells 556 Oglethorpe Highway, Unit A Hinesville, GA 31313 (912) 536-3411 <a href="mailto:ewells@firehousesubs.com">ewells@firehousesubs.com</a>	449 S. Columbia Avenue, Suite H	Rincon	GA 31326
GEORGIA	Hotlinez of West Georgia, Inc. P: Joel Dennis 1188 Fivepoints Rd. Buchanan, GA 30113 (770) 846-4762 <a href="mailto:jdennis@firehousesubs.com">jdennis@firehousesubs.com</a>	723 Turner McCall Boulevard	Rome	GA 30165

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GEORGIA	Lightning Food Services, LLC P: Trevor Bolt 3009 Sterling Court Roswell, GA 30075 (678) 392-8187 <a href="mailto:trevor.bolt@firehousesubs.com">trevor.bolt@firehousesubs.com</a>	10779 Alpharetta Hwy., Suite 180	Roswell	GA 30076
GEORGIA	Good Foods Brands LLC P: Jeremy Haygood 607 Summit Point Canton, GA 30114 (904) 705-4490 <a href="mailto:jeremy.haygood@firehousesubs.com">jeremy.haygood@firehousesubs.com</a>	4648 Woodstock Road, Suite 250	Roswell	GA 30075
GEORGIA	FHS 5610 Inc. P: Abdul Jivani 5610 Glenridge Dr., Suite 102 Sandy Springs GA 30342 (678) 779-1289 <a href="mailto:abdul.jivani@firehousesubs.com">abdul.jivani@firehousesubs.com</a>	5610 Glenridge Dr., Suite 102	Sandy Springs	GA 30342
GEORGIA	Liquid Fire, LLC P: Chad Weaver 199 Penrose Drive Savannah, GA 31410 (904) 631-7815 <a href="mailto:cweaver@firehousesubs.com">cweaver@firehousesubs.com</a>	8108 Abercorn St., Suite 430	Savannah	GA 31406
GEORGIA	Liquid Fire, LLC P: Chad Weaver 199 Penrose Drive Savannah, GA 31410 (904) 631-7815 <a href="mailto:cweaver@firehousesubs.com">cweaver@firehousesubs.com</a>	1935 E. Victory Drive, #200	Savannah	GA 31404

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GEORGIA	Liquid Fire, LLC P: Chad Weaver 199 Penrose Drive Savannah, GA 31410 (904) 631-7815 <a href="mailto:cweaver@firehousesubs.com">cweaver@firehousesubs.com</a>	4333 Ogeechee Road, Suite 200	Savannah	GA 31405
GEORGIA	4 <sup>th</sup> Round, Inc. P: Mike Bullard 2655 Devin Court Smyrna, GA 30080 (404) 427-0974 <a href="mailto:mike.bullard@firehousesubs.com">mike.bullard@firehousesubs.com</a>	4624 Camp Highland Rd SE, Suite 1000	Smyrna	GA 30082
GEORGIA	Vision Foods of Snellville, Inc. P: Adam Arefian 1051 Simonton Way Watkinsonville, GA 30677 (706) 296-9815 <a href="mailto:aarefian@firehousesubs.com">aarefian@firehousesubs.com</a>	1830 Scenic Highway	Snellville	GA 30078
GEORGIA	Fire Cannon, LLC P: Cannon Deloach 812 Kennedy Bridge Rd. Statesboro, GA 30452 (912) 682-0044 <a href="mailto:cdeloach@firehousesubs.com">cdeloach@firehousesubs.com</a>	600 Brannen Street, Suite A	Statesboro	GA 30458
GEORGIA	GTC Group, LLC P: Clint Rohletter 4600 Dunover Circle Atlanta, GA 30360 (678) 438-6309 <a href="mailto:clint.rohletter@firehousesubs.com">clint.rohletter@firehousesubs.com</a>	1465 Hudson Bridge Rd., Suite 109	Stockbridge	GA 30281

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GEORGIA	Ralph & Jill, Inc. P: Christopher Fabozzi 3017 Golden Eagle Dr. Tallahassee, FL 32312 (850) 445-4696 <a href="mailto:chris.fabozzi@firehousesubs.com">chris.fabozzi@firehousesubs.com</a>	14815 Highway 19 S., Suite 700	Thomasville	GA 31792
GEORGIA	Beck Jerkins LLC P: Brandon Jerkins 3401 Cedarwood Trail Tallahassee, FL 32312 (850) 459-5457 <a href="mailto:brandon.jerkins@firehousesubs.com">brandon.jerkins@firehousesubs.com</a>	1001 W. 8 <sup>th</sup> Street	Tifton	GA 31794
GEORGIA	Loya, LLC P: Nirav Patel 925 Canterbury Road, Unit 806 Atlanta, GA 30324 (478) 335-6789 <a href="mailto:nirav.patel@firehousesubs.com">nirav.patel@firehousesubs.com</a>	4306 Lawrenceville Hwy, Suite 130	Tucker	GA 30084
GEORGIA	Ralph & Jill, Inc. P: Christopher Fabozzi 3017 Golden Eagle Dr. Tallahassee, FL 32312 (850) 445-4696 <a href="mailto:chris.fabozzi@firehousesubs.com">chris.fabozzi@firehousesubs.com</a>	2525 N. Ashley St., Suite C	Valdosta	GA 31602
GEORGIA	Ralph & Jill, Inc. P: Christopher Fabozzi 3017 Golden Eagle Dr. Tallahassee, FL 32312 (850) 445-4696 <a href="mailto:chris.fabozzi@firehousesubs.com">chris.fabozzi@firehousesubs.com</a>	1525 Baytree Rd., Suite B	Valdosta	GA 31602

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GEORGIA	This is Our LLC Name, LLC P: Eddie Wells 556 W. Oglethorpe Highway, Suite A Hinesville, GA 31313 (912) 682-3367 <a href="mailto:ewells@firehousesubs.com">ewells@firehousesubs.com</a>	2351 E. 1 <sup>st</sup> Street	Vidalia	GA 30474
GEORGIA	Old Capital Subs, Inc. P: William McComb 125 S. Wilkinson St. Milledgeville, GA 31061 (478) 414-6394 <a href="mailto:william.mccomb@firehousesubs.com">william.mccomb@firehousesubs.com</a>	206 Russell Pkwy., Suite 100	Warner Robins	GA 31088
GEORGIA	Old Capital Subs, Inc. P: William McComb 125 S. Wilkinson St. Milledgeville, GA 31061 (478) 414-6394 <a href="mailto:william.mccomb@firehousesubs.com">william.mccomb@firehousesubs.com</a>	4025 Watson Blvd., Suite 100	Warner Robins	GA 31093
GEORGIA	DNF Restaurants, Inc. P: Fred Thomas 2205 Turtle Creek Way Lawrenceville, GA 30043 (678) 920-4891 <a href="mailto:fred.thomas@firehousesubs.com">fred.thomas@firehousesubs.com</a>	1905 Memorial Drive	Waycross	GA 31501
GEORGIA	Palmetto Subhouse, LLC P: Brian Hammond 807 Main St. Spartanburg, SC 29302 (864) 431-7713 <a href="mailto:bhammond@firehousesubs.com">bhammond@firehousesubs.com</a>	108 E. May St., Suite 800	Winder	GA 30680



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GEORGIA	Sbaba PSM Inc. P: Tilak Patel 901 Abernathy Road NE Sandy Springs, GA 30328 (478) 714-9473 <a href="mailto:tilak.patel@firehousesubs.com">tilak.patel@firehousesubs.com</a>	9745-D Highway 92	Woodstock	GA 30188
IDAHO	4C&N, LLC P: Natalie Morris 604 Bradford Lane Idaho Falls, ID 83404 (208) 680-8004 <a href="mailto:natalie.morris@firehousesubs.com">natalie.morris@firehousesubs.com</a>	3419 S. 25 <sup>th</sup> E.	Ammon	ID 83406
IDAHO	J & J Blaze, LLC P: Justin May 683 North Culver Creek Star, ID 83669 (208) 901-2508 <a href="mailto:justin.may@firehousesubs.com">justin.may@firehousesubs.com</a>	1569 North Milwaukee Street	Boise	ID 83704
IDAHO	Montana Restaurant Group, LLC P: Les Kleinman 1463 Columbia Falls Stage Columbia Falls, MT 59912 (813) 727-0341 <a href="mailto:les.kleinman@firehousesubs.com">les.kleinman@firehousesubs.com</a>	1422 W. Appleway Avenue	Coeur d'Alene	ID 83814
IDAHO	4C & N, LLC P: Natalie Morris 604 Bradford Lane Idaho Falls, ID 83404 (208) 680-8004 <a href="mailto:natalie.morris@firehousesubs.com">natalie.morris@firehousesubs.com</a>	435 S. Utah Avenue	Idaho Falls	ID 83402

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
IDAHO	J & J Eagle, LLC P: Justin May 683 North Culver Creek Star, ID 83669 (208) 901-2508 <a href="mailto:justin.may@firehousesubs.com">justin.may@firehousesubs.com</a>	2830 North Eagle Road	Meridian	ID 83646
IDAHO	J and J Nampa, LLC P: Justin May 683 N. Culver Creek Avenue Star, ID 83669 (208) 901-2508j <a href="mailto:justin.may@firehousesubs.com">justin.may@firehousesubs.com</a>	1275 N. Happy Valley Road, Suite 101	Nampa	ID 83687
IDAHO	4C&N, LLC P: Natalie Morris 604 Bradford Lane Idaho Falls, ID 83404 (208) 201-7010 <a href="mailto:natalie.morris@firehousesubs.com">natalie.morris@firehousesubs.com</a>	213 West Quinn Road, Suite F	Pocatello	ID 83201
ILLINOIS	Mazanek Restaurants, LLC P: Hannah Mazanek 3919 Stone Hollow Lane Edwardsville, IL 62025 (321) 704-3901 <a href="mailto:hannah.mazanek@firehousesubs.com">hannah.mazanek@firehousesubs.com</a>	317 Homer Adams Parkway, Suite J	Alton	IL 62002
ILLINOIS	Riggi Restaurant Group, LLC P: James Riggi 3520 Cerena Court Aurora, IL 60504 (630) 585-9343 <a href="mailto:james.riggi@firehousesubs.com">james.riggi@firehousesubs.com</a>	405 N. Eola Road, Unit N	Aurora	IL 60502

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ILLINOIS	H.A.L. LLC P: Hollie Latting 2203 Bracebridge Rd. Bloomington, IL 61705 (810) 449-1184 <a href="mailto:hollie.latting@firehousesubs.com">hollie.latting@firehousesubs.com</a>	1407 N. Veterans Parkway, Unit F	Bloomington	IL 61704
ILLINOIS	Jones Family Firehouse Inc. P: Kim Jones 1068 Meadow Path Manteno, IL 60950 (708) 935-7470 <a href="mailto:kim.jones@firehousesubs.com">kim.jones@firehousesubs.com</a>	1609 Illinois Route 50	Bradley	IL 60914
ILLINOIS	Steinacher Restaurants LLC P: Chris Steinacher 25 Red Rose Drive Collinsville, IL 62234 (217) 248-3707 <a href="mailto:chris.steinacher@firehousesubs.com">chris.steinacher@firehousesubs.com</a>	1095 Belt Line Road, Suite 100	Collinsville	IL 62234
ILLINOIS	Wanjala Capital LLC P: Rod Wanjala 1421 Centerpoint Circle, Apt. 104 Shiloh, IL 62269 (704) 450-8662 <a href="mailto:rod.wanjala@firehousesubs.com">rod.wanjala@firehousesubs.com</a>	5909 North Illinois Street	Fairview Heights	IL 62202
ILLINOIS	Steam 2 Please, LLC P: Larry Webb 959 Charrette Lane Washington, MO 63090 (314) 402-0503 <a href="mailto:larry.webb@firehousesubs.com">larry.webb@firehousesubs.com</a>	3214 Nameoki Road	Granite City	IL 62040
ILLINOIS	OM Narayanhari Corp. P: Pinal Patel 7 Featherstone Court Lake in the Hills, IL 60156 (347) 575-5192 <a href="mailto:pinal.patel@firehousesubs.com">pinal.patel@firehousesubs.com</a>	290 Randall Road	Lake in the Hills	IL 60156

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ILLINOIS	Lights & Sirens, LLC P: Michelle Jefferies 10907 Princess Avenue Chicago Ridge, IL 60415 (708) 878-8672 <a href="mailto:michelle.jefferies@firehousesubs.com">michelle.jefferies@firehousesubs.com</a>	11008 S. Cicero	Oak Lawn	IL 60453
ILLINOIS	H.A.L., LLC P: Hollie Latting 2203 Bracebridge Road Bloomington, IL 61705 (810) 449-1184 <a href="mailto:hollie.latting@firehousesubs.com">hollie.latting@firehousesubs.com</a>	4123 N. Sterling Avenue	Peoria	IL 61615
ILLINOIS	NC Restaurants, LLC P: Joe Fallin 2555 Coyote Run Beloit, WI 53511 (608) 314-4935 <a href="mailto:joe.fallin@firehousesubs.com">joe.fallin@firehousesubs.com</a>	6470 E. State Street	Rockford	IL 61108
ILLINOIS	Beacon of Light, LLC P: Larry Webb 341 Buttonwood Tree Lane Elsberry, MO 63343 (314) 422-5383 <a href="mailto:larry.webb@firehousesubs.com">larry.webb@firehousesubs.com</a>	3720 Broadway	Quincy	IL 62305
ILLINOIS	On Fire Hospitality, Inc. P: Carmia Stanovich 356 Shenstone Road Riverside, IL 60546 (708) 829-4075 <a href="mailto:carmia.stanovich@firehousesubs.com">carmia.stanovich@firehousesubs.com</a>	3124 W. North Avenue	Stone Park	IL 60165
ILLINOIS	Kapler, L.L.C. P: Lauren Miller 231 81 <sup>st</sup> Street Willowbrook, IL 60527 (630) 957-8390 <a href="mailto:lauren.miller@firehousesubs.com">lauren.miller@firehousesubs.com</a>	920 Plainfield Road	Willowbrook	IL 60527

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
INDIANA	H Restaurant Services LLC P: Michael Harmon 124 E. Northfield Drive Brownsburg, IN 46112 (317) 796-9979 <a href="mailto:mharmon@firehousesubs.com">mharmon@firehousesubs.com</a>	124 E. Northfield Drive	Brownsburg	IN 46112
INDIANA	Colossal EV, LLC P: John Allen 1031 East Byers Avenue Owensboro, KY 42303 (270) 316-1597 <a href="mailto:john.allen@firehousesubs.com">john.allen@firehousesubs.com</a>	1031 N. Green River Road, #102	Evansville	IN 47711
INDIANA	Z Restaurant Services Inc. P: Michael Harmon 19187 Outer Bank Road Noblesville, IN 46062 (317) 796-9979 <a href="mailto:mharmon@firehousesubs.com">mharmon@firehousesubs.com</a>	5215 Illinois Road, Suite 106	Fort Wayne	IN 46804
INDIANA	Z Restaurant Services Inc. P: Michael Harmon 19187 Outer Bank Road Noblesville, IN 46062 (317) 796-9979 <a href="mailto:mharmon@firehousesubs.com">mharmon@firehousesubs.com</a>	4423 Coldwater Road	Fort Wayne	IN 46825
INDIANA	X Restaurant Services, Inc. P: Michael Harmon 19187 Outer Bank Road Noblesville, IN 46062 (317) 796-9979 <a href="mailto:mharmon@firehousesubs.com">mharmon@firehousesubs.com</a>	22 East McClarnon Drive	Greenfield	IN 46140

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INDIANA	W Restaurant Services, LLC P: Michael Harmon 19187 Outer Bank Road Noblesville, IN 46062 (317) 796-9979 <a href="mailto:mharmon@firehousesubs.com">mharmon@firehousesubs.com</a>	4576-4578 S. Emerson Avenue	Indianapolis	IN 46203
INDIANA	V Restaurant Services, LLC P: Michael Harmon 19187 Outer Bank Road Noblesville, IN 46062 (317) 796-9979 <a href="mailto:mharmon@firehousesubs.com">mharmon@firehousesubs.com</a>	3516 W 86 <sup>th</sup> Street	Indianapolis	IN 46268
INDIANA	Bigger Better Subs, Inc. P: Michael Johnson 10895 Ravelle Rd. Clermont, IN 46234 (219) 742-1569 <a href="mailto:mjohnson@firehousesubs.com">mjohnson@firehousesubs.com</a>	5841 Crawfordsville Road Suites 104 & 105	Indianapolis	IN 46224
INDIANA	Y Restaurant Services, LLC P: Michael Harmon 19187 Outer Bank Rd. Noblesville, IN 46062 (317) 796-9979 <a href="mailto:mharmon@firehousesubs.com">mharmon@firehousesubs.com</a>	170 S. Creasy Lane, Suite 1720	Lafayette	IN 47905
INDIANA	Sandwiches Are Life, LLC P: Christopher Baker 105 Maple Ridge Street Crittenden, KY 41030 (859) 640-2654 <a href="mailto:christopher.baker@firehousesubs.com">christopher.baker@firehousesubs.com</a>	1201 W. Eads Pkwy	Lawrenceburg	IN 47025
INDIANA	Mercury Project, Inc. P: Sean Certa 1810 W. 95 <sup>th</sup> Ave. Crown Point, IN 46307 (219) 671-6028 <a href="mailto:sean.certa@firehousesubs.com">sean.certa@firehousesubs.com</a>	2627 E. 80 <sup>th</sup> Avenue	Merrillville	IN 46431

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INDIANA	J.T. Williams, L.L.C. P: Tammie Williams 4548 Lake Chapin Road Berrien Springs, MI 49103 (269) 240-7901 <a href="mailto:tammie.williams@firehousesubs.com">tammie.williams@firehousesubs.com</a>	5716 Grape Road	Mishawaka	IN 46545
INDIANA	Y Restaurant Services, LLC P: Michael Harmon 19187 Outer Bank Rd. Noblesville, IN 46062 (317) 796-9979 <a href="mailto:mharmon@firehousesubs.com">mharmon@firehousesubs.com</a>	17053 Mercantile Boulevard	Noblesville	IN 46060
INDIANA	Bigger Better Subs, Inc. P: Michael Johnson P.O. Box 598 Schererville, IN 46375 (219) 742-1569 <a href="mailto:mjohnson@firehousesubs.com">mjohnson@firehousesubs.com</a>	1850 East Main Street	Plainfield	IN 46168
INDIANA	Emaden Restaurants, LLC P: Robyn Walsworth 330 N. 450 E. Valparaiso, IN 46383 (219) 405-5856 <a href="mailto:robyn.walsworth@firehousesubs.com">robyn.walsworth@firehousesubs.com</a>	6536 US Highway 6	Portage	IN 46368
INDIANA	FIRECAP59, LLC P: Jeffrey Walsworth 330 N 450 E Valparaiso, IN 46383 (219) 405-5856 <a href="mailto:jeff.walsworth@firehousesubs.com">jeff.walsworth@firehousesubs.com</a>	71 Silhavy Road	Valparaiso	IN 46383
IOWA	Glebry, Incorporated P: John Chadima 306 Rockvalley Lane NW Cedar Rapids, IA 52405 (608) 224-9487 <a href="mailto:john.chadima@firehousesubs.com">john.chadima@firehousesubs.com</a>	6406 University Ave., Suite C	Cedar Falls	IA 50613

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IOWA	HeartlandSubs, Inc. P: John Chadima 514 Prairie Hill Drive Atkins, IA 52206 (608) 224-9487 <a href="mailto:john.chadima@firehousesubs.com">john.chadima@firehousesubs.com</a>	180 Collins Road, Suite E	Cedar Rapids	IA 52402
IOWA	Heartland Subs 2 LLC P: John Chadima 514 Prairie Hill Drive Atkins, IA 52206 (608) 224-9487 <a href="mailto:john.chadima@firehousesubs.com">john.chadima@firehousesubs.com</a>	2460 Edgewood Road SW, Suite 200	Cedar Rapids	IA 52404
IOWA	On A 3, LLC P: Tom Davis 18431 Thayer St. Bennington, NE 68007 (402) 650-8610 <a href="mailto:tom.davis@firehousesubs.com">tom.davis@firehousesubs.com</a>	3815 Metro Drive, Suite 200	Council Bluffs	IA 51501
IOWA	HeartlandSubs, Inc. P: John Chadima 514 Prairie Hill Drive Atkins, IA 52206 (608) 224-9487 <a href="mailto:john.chadima@firehousesubs.com">john.chadima@firehousesubs.com</a>	161 Hwy 1 West	Iowa City	IA 52246
IOWA	Engelstad FHS Two, LLC P: Eric Engelstad 2608 W. 95 <sup>th</sup> Street Sioux Falls, SD 57108 (605) 880-0102 <a href="mailto:eric.engelstad@firehousesubs.com">eric.engelstad@firehousesubs.com</a>	5008 Sergeant Road	Sioux City	IA 51106
KANSAS	Incendio Enterprises, L.L.C. P: Andrew Reece 2506 N. Cranbrook Street Wichita, KS 67226 (316) 640-2443 <a href="mailto:andrew.reece@firehousesubs.com">andrew.reece@firehousesubs.com</a>	1441 E. 30 <sup>th</sup> Avenue, Suite A	Hutchinson	KS 67502



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KANSAS	ATQI Partners, LLC #1 P: Trevor Smith 4490 E. Magnolia Rd. Salina, KS 67401 (913) 634-5260 <a href="mailto:trevor.smith@firehousesubs.com">trevor.smith@firehousesubs.com</a>	2000 W. 31 <sup>st</sup> Street, Suite A	Lawrence	KS 66046
KANSAS	ATQI Partners, LLC #2 P: Kevin Goetz 1906 SW Arrowhead Road Topeka, KS 66604 (785) 409-8309 <a href="mailto:kevin.goetz@firehousesubs.com">kevin.goetz@firehousesubs.com</a>	501 N. 3 <sup>rd</sup> Place, Suite 0	Manhattan	KS 66502
KANSAS	ATQI Partners, LLC #3 P: Kevin Goetz 2000 W. 31 <sup>st</sup> Street, Suite A Lawrenceville, KS 66046 (785) 409-8309 <a href="mailto:kevin.goetz@firehousesubs.com">kevin.goetz@firehousesubs.com</a>	15137 W 119 <sup>th</sup> Street	Olathe	KS 66062
KANSAS	ATQI Partners, LLC #4 P: Kevin Goetz 2000 W. 31 <sup>st</sup> Street, Suite A Lawrenceville, KS 66046 (785) 409-8309 <a href="mailto:kevin.goetz@firehousesubs.com">kevin.goetz@firehousesubs.com</a>	7521 W. 119 <sup>th</sup> Street	Overland Park	KS 66213
KANSAS	Hot Spots, Inc. P: Steven Heath 20829 W 45 <sup>th</sup> Terrace Shawnee, KS 66218 (913) 522-9416 <a href="mailto:steve.heath@fireshousesubs.com">steve.heath@fireshousesubs.com</a>	6415 Quivira Road	Shawnee	KS 66216
KANSAS	Incendio Enterprises, L.L.C. P: Andrew Reece 2506 N. Cranbrook Street Wichita, KS 67226 (316) 640-2443 <a href="mailto:andrew.reece@firehousesubs.com">andrew.reece@firehousesubs.com</a>	8007 E Kellogg Drive #18	Wichita	KS 67207

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KANSAS	Incendio Enterprises, L.L.C. P: Andrew Reece 2506 N. Cranbrook Street Wichita, KS 67226 (316) 640-2443 <a href="mailto:andrew.reece@firehousesubs.com">andrew.reece@firehousesubs.com</a>	2755 N. Maize Road, Suite 111	Wichita	KS 67203
KANSAS	Incendio Enterprises, L.L.C. P: Andrew Reece 2506 N. Cranbrook Street Wichita, KS 67226 (316) 640-2443 <a href="mailto:andrew.reece@firehousesubs.com">andrew.reece@firehousesubs.com</a>	2413 N Greenwich Road, Suite 103	Wichita	KS 67226
KANSAS	Incendio Enterprises, L.L.C. P: Andrew Reece 2506 N. Cranbrook Street Wichita, KS 67226 (316) 640-2443 <a href="mailto:andrew.reece@firehousesubs.com">andrew.reece@firehousesubs.com</a>	446 S. Ridge Road, Suite 200	Wichita	KS 67209
KENTUCKY	SUB HUB LLC P: Tina Boling 2300 Gary Farms Road Bowling Green, KY 42104 (207) 847-9861 <a href="mailto:tina.boling@firehousesubs.com">tina.boling@firehousesubs.com</a>	2300 Gary Farms Road	Bowling Green	KY 42104
KENTUCKY	Superlative Subs, LLC P: Sarah Little 107 Wood Lane Hodgenville, KY 42748 (936) 239-6883 <a href="mailto:sarah.little@firehousesubs.com">sarah.little@firehousesubs.com</a>	1570 N. Dixie Highway Suite 106	Elizabethtown	KY 42701

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KENTUCKY	J&R Subs, LLC P: Dan (Jeremy) Liu 1367 Wilshire Court Union, KY 41091 (845) 807-2229 <a href="mailto:jeremy.liu@firehousesubs.com">jeremy.liu@firehousesubs.com</a>	6805 Houston Road, Suite 700	Florence	KY 41042
KENTUCKY	Daily Bread, LLC P: Christopher Baker 105 Maple Ridge Street Crittenden, KY 41030 (859) 640-2654 <a href="mailto:christopher.baker@firehousesubs.com">christopher.baker@firehousesubs.com</a>	3065 North Bend Road	Hebron	KY 41048
KENTUCKY	Bakers Dozen, LLC P: Christopher Baker 105 Maple Ridge Street Crittenden, KY 41030 (859) 640-2654 <a href="mailto:christopher.baker@firehousesubs.com">christopher.baker@firehousesubs.com</a>	2790 Alexandria Pike	Highland Heights	KY 41076
KENTUCKY	Backdraft Subs on Richmond Road, LLC P: Brandon Greene 3048 Majestic View Walk Lexington, KY 40511 (859) 321-8401 <a href="mailto:brandon.greene@firehousesubs.com">brandon.greene@firehousesubs.com</a>	101 Sand Lake Drive, Suite 150	Lexington	KY 40509
KENTUCKY	Backdraft Subs LLC P: Brandon Greene 3048 Majestic View Walk Lexington, KY 40511 (859) 321-8401 <a href="mailto:brandon.greene@firehousesubs.com">brandon.greene@firehousesubs.com</a>	1781 Sharkey Way	Lexington	KY 40511
KENTUCKY	CCG Store 1, LLC P: Vince McClendon P.O. Box 991682 Jeffersontown, KY 40269 (901) 550-3227 <a href="mailto:vince.mcclendon@firehousesubs.com">vince.mcclendon@firehousesubs.com</a>	215 South Hurstbourne Pkwy, Suite 104	Louisville	KY 40222

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KENTUCKY	TM Incorporated P: Donald Roe 328 Bernie Trail Nicholasville, KY 40356 (859) 940-5142 <a href="mailto:donald.roe@firehousesubs.com">donald.roe@firehousesubs.com</a>	455 Keene Centre Drive	Nicholasville	KY 40356
KENTUCKY	Colossal Subs, LLC P: John Allen 1031 East Byers Avenue Owensboro, KY 42303 (270) 316-1597 <a href="mailto:john.allen@firehousesubs.com">john.allen@firehousesubs.com</a>	5150 Frederica Street	Owensboro	KY 42301
KENTUCKY	SNK, LLC P: Amit Nathu 2184 US Hwy 62 Gilbertsville, KY 42044 (330) 705-1684 <a href="mailto:amit.nathu@firehousesubs.com">amit.nathu@firehousesubs.com</a>	5194 Hinkleville Road, Suite 107	Paducah	KY 42001
KENTUCKY	DSR Hospitality, LLC P: Donald Roe 328 Bernie Trail Nicholasville, KY 40356 (859) 940-5142 <a href="mailto:donald.roe@firehousesubs.com">donald.roe@firehousesubs.com</a>	1146 Barnes Mill Road, Suite 200	Richmond	KY 40475
KENTUCKY	DSR Hospitality, LLC P: Donald Roe 328 Bernie Trail Nicholasville, KY 40356 (859) 940-5142 <a href="mailto:donald.roe@firehousesubs.com">donald.roe@firehousesubs.com</a>	525 South US Highway 27	Somerset	KY 42501

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LOUISIANA	H & P Holdings of Louisiana, LLC P: Heather Pitts 5963 Ron Mar Drive Alexandria, LA 71303 (225) 205-2030 <a href="mailto:heather.pitts@firehousesubs.com">heather.pitts@firehousesubs.com</a>	700 MacArthur Drive, Suite A	Alexandria	LA 71303
LOUISIANA	JAC3 Group, LLC P: Josh Culbreth 16534 West Lake Drive Prairieville, LA 70769 (904) 463-0285 <a href="mailto:josh.culbreth@firehousesubs.com">josh.culbreth@firehousesubs.com</a>	5140 Corporate Boulevard	Baton Rouge	LA 70808
LOUISIANA	JAC3 Group, LLC P: Josh Culbreth 16534 West Lake Drive Prairieville, LA 70769 (904) 463-0285 <a href="mailto:josh.culbreth@firehousesubs.com">josh.culbreth@firehousesubs.com</a>	6555 Siegen Lane, Suite 9	Baton Rouge	LA 70809
LOUISIANA	Fire Marshall's, LLC P: Greg Burke 7230 Youree Dr., Suite 113 Shreveport, LA 71105 (318) 458-4985 <a href="mailto:gburke@firehousesubs.com">gburke@firehousesubs.com</a>	3011 Airline Drive	Bossier City	LA 71111
LOUISIANA	H&P Cajun Holdings LLC P: Heather Pitts 4501 Jackson Street, Suite C-265 Alexandria, LA 71303 (225) 205-2030 <a href="mailto:heather.pitts@firehousesubs.com">heather.pitts@firehousesubs.com</a>	3900 NE Evangeline Thruway, Suite 103	Carencro	LA 70520

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LOUISIANA	JAC3 Group, LLC P: Josh Culbreth 16534 West Lake Drive Prairieville, LA 70769 (904) 463-0285 <a href="mailto:josh.culbreth@firehousesubs.com">josh.culbreth@firehousesubs.com</a>	121 Bass Pro Blvd., Suite G	Denham Springs	LA 70726
LOUISIANA	DAT Management Group, LLC P: Adam Ratliff 438 Main Street, #101 Baton Rouge, LA 70801 (504) 417-5756 <a href="mailto:adam.ratliff@firehousesubs.com">adam.ratliff@firehousesubs.com</a>	2706 S. Cabela's Parkway, Suite 130	Gonzales	LA 70737
LOUISIANA	Sodexo Operations, LLC P: Jamila Williams 9801 Washington Boulevard Gaithersburg, MD 20878 (310) 274-3382 <a href="mailto:sodexogrambling@firehousesubs.com">sodexogrambling@firehousesubs.com</a>	403 Main Street	Grambling	LA 71245
LOUISIANA	Southern Subs 609, LLC P: Krista Clark 108 Avenue A Belle Chasse, LA 70037 (504) 912-8966 <a href="mailto:krista.clark@firehousesubs.com">krista.clark@firehousesubs.com</a>	1750 W. Thomas, Suite A	Hammond	LA 70401
LOUISIANA	Southern Subs 1745, LLC P: Jessica Christen 108 Avenue A Belle Chasse, LA 70037 (504) 912-8966 <a href="mailto:jessica.christen@firehousesubs.com">jessica.christen@firehousesubs.com</a>	1620 Manhattan Blvd.	Harvey	LA 70058

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LOUISIANA	Sub Properties LLC P: Josh Culbreth 16534 West Lake Drive Prairieville, LA 70769 (904) 463-0285 <a href="mailto:josh.culbreth@firehousesubs.com">josh.culbreth@firehousesubs.com</a>	1826 Martin Luther King Blvd., Suite 1	Houma	LA 70360
LOUISIANA	H&P Cajun Holdings LLC P: Heather Pitts 4501 Jackson Street, Suite C-265 Alexandria, LA 71303 (225) 205-2030 <a href="mailto:heather.pitts@firehousesubs.com">heather.pitts@firehousesubs.com</a>	104 E. Kaliste Saloom Road, Suite 109	Lafayette	LA 70506
LOUISIANA	Juni Restaurant Group, LLC P: Jagrut Desai 2716 N. Macarthur Drive Alexandria, LA 71303 (318) 308-0297 <a href="mailto:jagrut.desai@firehousesubs.com">jagrut.desai@firehousesubs.com</a>	3814 Veterans Boulevard, Suite B	Metairie	LA 70002
LOUISIANA	Nichols Holdings, LLC P: Christopher Nichols 2122 Hicks Frazier Farmersville, LA 71241 (318) 243-4230 <a href="mailto:chris.nichols@firehousesubs.com">chris.nichols@firehousesubs.com</a>	1191 Lamy Lane	Monroe	LA 71201
LOUISIANA	H&P Cajun Two, LLC P: Heather Pitts 4501 Jackson Street, Suite C-265 Alexandria, LA 71303 (225) 205-2030 <a href="mailto:heather.pitts@firehousesubs.com">heather.pitts@firehousesubs.com</a>	901 S. Lewis St.	New Iberia	LA 70560
LOUISIANA	Southern Subs, LLC P: Jessica Christen 108 Avenue A Belle Chasse, LA 70037 (504) 912-8966 <a href="mailto:jessica.christen@firehousesubs.com">jessica.christen@firehousesubs.com</a>	4150 General DeGaulle Drive Suite C	New Orleans	LA 70131

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LOUISIANA	DAT Management Group, L.L.C. P: Adam Ratliff 104 Haig Point LaPlace, LA 70068 (504) 417-5756 <a href="mailto:adam.ratliff@firehousesubs.com">adam.ratliff@firehousesubs.com</a>	17357 Airline Highway, Suite G	Prairieville	LA 70769
LOUISIANA	Fire Marshall's, LLC P: Greg Burke 7230 Youree Dr., Ste 113 Shreveport, LA 71105 (318) 798-6547 <a href="mailto:gburke@firehousesubs.com">gburke@firehousesubs.com</a>	7230 Youree Dr., Suite 113	Shreveport	LA 71105
LOUISIANA	AMDG Holdings, Inc. P: Gayla P. Meilleur 916 French Street New Orleans, LA 70124 (504) 343-9674 <a href="mailto:gayla.meilleur@firehousesubs.com">gayla.meilleur@firehousesubs.com</a>	1521 Gause Boulevard	Slidell	LA 70458
LOUISIANA	Contraband Cowboys, LLC P: Robert Callaway 200 Sugar Lane Leesville, LA 71446 (910) 818-6550 <a href="mailto:robert.callaway@firehousesubs.com">robert.callaway@firehousesubs.com</a>	206 S. Cities Service Hwy., Suite 6	Sulphur	LA 70663
LOUISIANA	Sub Properties LLC P: Josh Culbreth 16534 West Lake Drive Prairieville, LA 70769 (904) 463-0285 <a href="mailto:josh.culbreth@firehousesubs.com">josh.culbreth@firehousesubs.com</a>	402 N. Canal Boulevard, Suite D	Thibodaux	LA 70301
MAINE	S & L Auburn, LLC P: Coleman Sheffield, Jr. 6 Blethen Street Lisbon Falls, ME 04252 (207) 751-8953 <a href="mailto:coleman.sheffield@firehousesubs.com">coleman.sheffield@firehousesubs.com</a>	410 Center Street	Auburn	ME 04210



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MAINE	CRW Subs, Inc. P: Derek Nichols 448 4 <sup>th</sup> Street Old Town, ME 04468 (608) 843-1494 <a href="mailto:dnichols@firehousesubs.com">dnichols@firehousesubs.com</a>	920 Stillwater Avenue	Bangor	ME 04401
MAINE	MMK Family Investments, Inc. P: Michael Koman 9 Chester Avenue Falmouth, ME 04105 (803) 466-6383 <a href="mailto:michael.koman@firehousesubs.com">michael.koman@firehousesubs.com</a>	580 Alfred Street	Biddeford	ME 04005
MAINE	EMW Enterprises LLC P: Eric Walker 106 Libby Lane West Gardiner, ME 04345 (207) 344-9217 <a href="mailto:eric.walker@firehousesubs.com">eric.walker@firehousesubs.com</a>	56 Topsham Fair Mall Road	Topsham	ME 04086
MAINE	S&L Waterville, LLC P: Coleman Sheffield 6 Blethen Street Lisbon Falls, ME 04252 (207) 751-8953 <a href="mailto:coleman.sheffield@firehousesubs.com">coleman.sheffield@firehousesubs.com</a>	8 Waterville Commons Drive	Waterville	ME 04901
MAINE	MMK Subs, LLC P: Michael Koman 9 Chester Avenue Falmouth, ME 04105 (803) 466-6383 <a href="mailto:michael.koman@firehousesubs.com">michael.koman@firehousesubs.com</a>	58 Main St.	Westbrook	ME 04092
MARYLAND	D & D Annapolis 1, LLC P: Darrin Atlas 22120 Bell Farm Way Leonardtown, MD 20650 (240) 298-7021 <a href="mailto:Darrin.atlas@firehousesubs.com">Darrin.atlas@firehousesubs.com</a>	2317 Forest Drive	Annapolis	MD 21401

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MARYLAND	D & D Bel Air, LLC P: Darrin Atlas 22120 Bell Farm Way Leonardtown, MD 20650 (240) 298-7021 <a href="mailto:darrin.atlas@firehousesubs.com">darrin.atlas@firehousesubs.com</a>	615 Baltimore Pike	Bel Air	MD 21014
MARYLAND	D & D St. Mary's, LLC P: Darrin Atlas 22120 Bell Farm Way Leonardtown, MD 20650 (240) 298-7021 <a href="mailto:darrin.atlas@firehousesubs.com">darrin.atlas@firehousesubs.com</a>	15475 Annapolis Road, Suite 170	Bowie	MD 20715
MARYLAND	D & D Clinton, LLC P: Darrin Atlas 22120 Bell Farm Way Leonardtown, MD 20650 (240) 298-7021 <a href="mailto:darrin.atlas@firehousesubs.com">darrin.atlas@firehousesubs.com</a>	8801 Woodyard Road, Unit 210	Clinton	MD 20735
MARYLAND	Subsforyou, Inc. P: Nafeesa Azizi 7210 Antares Drive Gaithersburg, MD 20879 (240) 421-9902 <a href="mailto:nafeesa.azizi@firehousesubs.com">nafeesa.azizi@firehousesubs.com</a>	5100 Buckeystown Pike, Suite 194	Frederick	MD 21704
MARYLAND	The Rugged Group, LLC P: Ronald Pivarnik 1104 McHenry Dr. Glen Burnie, MD 21061 (410) 703-1541 <a href="mailto:ronald.pivarnik@firehousesubs.com">ronald.pivarnik@firehousesubs.com</a>	1700 Kingfisher Drive	Frederick	MD 21701
MARYLAND	D & D Waugh Chapel, LLC P: Darrin Atlas 22120 Bell Farm Way Leonardtown, MD 20650 (240) 298-7021 <a href="mailto:darrin.atlas@firehousesubs.com">darrin.atlas@firehousesubs.com</a>	2622 Brandermill Boulevard	Gambrills	MD 21054

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MARYLAND	Metropolitan Subs, Inc. P: Najeeb Aslam 1304 Travis View Ct. Gaithersburg, MD 20879 (703) 338-4697 <a href="mailto:najeeb.aslam@firehousesubs.com">najeeb.aslam@firehousesubs.com</a>	19851 Century Boulevard	Germantown	MD 20874
MARYLAND	JZ Restaurant Group, Inc. P: Farooq Zahid 2641 Didelphis Drive Odenton, MD 21113 (443) 831-5547 <a href="mailto:farooq.zahid@firehousesubs.com">farooq.zahid@firehousesubs.com</a>	9301 Woodmore Center Drive Suite 513	Lanham	MD 20706
MARYLAND	C&N Ventures, LLC P: Antoinette Ejikeme 14916 Running Horse Place Bowie, MD 20715 (301) 332-9599 <a href="mailto:antoinette.ejikeme@firehousesubs.com">antoinette.ejikeme@firehousesubs.com</a>	901 Washington Boulevard	Laurel	MD 20707
MARYLAND	D & D St. Mary's, LLC P: Darrin Atlas 22120 Bell Farm Way Leonardtown, MD 20650 (240) 298-7021 <a href="mailto:darrin.atlas@firehousesubs.com">darrin.atlas@firehousesubs.com</a>	22755 Maple Road	Lexington Park	MD 20653
MARYLAND	AMoledina, Inc. P: Ayaz Moledina 3863 Beatty Rd. Monkton, MD 21111 (443) 875-6020 <a href="mailto:ayaz.moledina@firehousesubs.com">ayaz.moledina@firehousesubs.com</a>	10359 Reisterstown Road	Owings Mills	MD 21117
MARYLAND	D&D St. Mary's, LLC P: Darrin Atlas 22120 Bell Farm Way Leonardtown, MD 20650 (240) 298-7021 <a href="mailto:darrin.atlas@firehousesubs.com">darrin.atlas@firehousesubs.com</a>	641 Solomon's Island Road, Unit 18	Prince Frederick	MD 20678

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MARYLAND	MN&T Subs, Inc. P: Najeeb Aslam 350-B Christopher Avenue Gaithersburg, MD 20879 (703) 338-4697 <a href="mailto:najeeb.aslam@firehousesubs.com">najeeb.aslam@firehousesubs.com</a>	28 Upper Rock Circle	Rockville	MD 20850
MARYLAND	FHSOC, LLC P: Zarina Umbetova 10903 Emory Drive Berlin, MD 21811 (410) 900-5109 <a href="mailto:zarina.umbetova@firehousesubs.com">zarina.umbetova@firehousesubs.com</a>	2412 B North Salisbury Road	Salisbury	MD 21811
MARYLAND	Steaming Hot, LLC P: Ronald Pivarnik 1104 McHenry Drive Glen Burnie, MD 21061 (410) 703-1541 <a href="mailto:ronald.pivarnik@firehousesubs.com">ronald.pivarnik@firehousesubs.com</a>	574 Ritchie Highway	Saverna Park	MD 21146
MARYLAND	AMoledina, Inc. P: Ayaz Moledina 3863 Beatty Rd. Monkton, MD 21111 (443) 875-06020 <a href="mailto:ayaz.moledina@firehousesubs.com">ayaz.moledina@firehousesubs.com</a>	2080 York Road, Suite 145	Timonium	MD 21093
MARYLAND	D & D Waldorf, LLC P: Darrin Atlas 22120 Bell Farm Way Leonardtown, MD 20650 (240) 298-7021 <a href="mailto:darrin.atlas@firehousesubs.com">darrin.atlas@firehousesubs.com</a>	2875 Crain Highway	Waldorf	MD 20601
MARYLAND	JCD Holdings, LLC P: Dexter White 622 Church Road Reisterstown, MD 21136 (410) 504-3002 <a href="mailto:dexter.white@firehousesubs.com">dexter.white@firehousesubs.com</a>	625 Baltimore Blvd., Suite R	Westminster	MD 21157

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MASSACHUSETTS	Great Saves Concepts #30, LLC P: T. Wells Aitken 2 Black Horse Terr. Winchester, MA 01890 (978) 697-6696 <a href="mailto:wells.aitken@firehousesubs.com">wells.aitken@firehousesubs.com</a>	103 Commerce Way, Suite C1	Woburn	MA 01801
MICHIGAN	Nozzle 57, LLC P: John Kupiec 9221 Creek wood Lake Trail Grand Blanc, MI 48439 (810) 240-0443 <a href="mailto:john.kupiec@firehousesubs.com">john.kupiec@firehousesubs.com</a>	101 Brookside Lane	Brighton	MI 48116
MICHIGAN	Single Bach, LLC P: Joe Gorbach 1842 Antisdale Drive Norton Shores, MI 49441 (231) 750-3772 <a href="mailto:joe.gorbach@firehousesubs.com">joe.gorbach@firehousesubs.com</a>	3850 Alpine Ave., Suite B	Comstock Park	MI 49321
MICHIGAN	Hoffman Earle, LLC P: Ken Hoffman 2803 N. Cedaridge Drive Midland, MI 48642 (989) 615-3804 <a href="mailto:ken.hoffman@firehousesubs.com">ken.hoffman@firehousesubs.com</a>	1100 West Main Street	Gaylord	MI 49735
MICHIGAN	MotorCity Diners, LLC P: Neal Porter 1082 Key West Court Lake Orion, MI 48360 (248) 343-3648 <a href="mailto:neal.porter@firehousesubs.com">neal.porter@firehousesubs.com</a>	11501 S. Saginaw St., Suite B	Grand Blanc	MI 48439

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
MICHIGAN	R3M, LLC P: Michael Riggs 5621 Pine Island Drive Comstock Park, MI 49321 (616) 288-3285 <a href="mailto:michael.riggs@firehousesubs.com">michael.riggs@firehousesubs.com</a>	5557 28th St., SE, Suite A	Grand Rapids	MI 49512
MICHIGAN	Single Bach, LLC P: Joe Gorbach 1842 Antisdale Road Muskegon, MI 49441 (231) 750-3772 <a href="mailto:joe.gorbach@firehousesubs.com">joe.gorbach@firehousesubs.com</a>	90 Douglas Avenue	Holland	MI 49424
MICHIGAN	JRGRR, LLC P: Susan Kusmack 39560 72 <sup>nd</sup> Ave Decatur, MI 49045 (269) 501-5305 <a href="mailto:susan.kusmack@firehousesubs.com">susan.kusmack@firehousesubs.com</a>	1750 S. Drake Road, Suite A	Kalamazoo	MI 49006
MICHIGAN	MotorCity Diners, LLC P: Neal Porter 1082 Key West Court Lake Orion, MI 48360 (248) 343-3648 <a href="mailto:neal.porter@firehousesubs.com">neal.porter@firehousesubs.com</a>	1085 S. Lapeer Road	Lake Orion	MI 48360
MICHIGAN	Loud Sirens, Inc. P: Sam Shango 801 South U.S. 27 St. Johns, MI 48879 (517) 803-0922 <a href="mailto:sam.shango@firehousesubs.com">sam.shango@firehousesubs.com</a>	200 S. Washington Street	Lansing	MI 48933
MICHIGAN	K & S Hoffman Brothers, LLC P: Sean Hoffman 4076 N. Waldo Road Midland, MI 48642 (989) 600-8379 <a href="mailto:sean.hoffman@firehousesubs.com">sean.hoffman@firehousesubs.com</a>	7215 Eastman Avenue	Midland	MI 48642

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MICHIGAN	JAKAVA, LLC P: Stacey Pieron 7034 Providence Street Whitehouse, OH 43571 (419) 250-1101 <a href="mailto:stacey.pieron@firehousesubs.com">stacey.pieron@firehousesubs.com</a>	2338 N. Telegraph Road	Monroe	MI 48162
MICHIGAN	K & S Hoffman Brothers, LLC P: Sean Hoffman 4076 N. Waldo Road Midland, MI 48642 (989) 600-8379 <a href="mailto:sean.hoffman@firehousesubs.com">sean.hoffman@firehousesubs.com</a>	1729 South Mission Square	Mt. Pleasant	MI 48858
MICHIGAN	Single Bach, LLC P: Joe Gorbach 1842 Antisdale Drive Norton Shores, MI 49441 (231) 750-3772 <a href="mailto:joe.gorbach@firehousesubs.com">joe.gorbach@firehousesubs.com</a>	1701 E. Apple Avenue	Muskegon	MI 49442
MICHIGAN	Single Bach, LLC P: Joe Gorbach 1842 Antisdale Drive Norton Shores, MI 49441 (231) 750-3772 <a href="mailto:joe.gorbach@firehousesubs.com">joe.gorbach@firehousesubs.com</a>	3194 Henry Street	Muskegon	MI 49441
MICHIGAN	Nozzle 57, LLC P: John Kupiec 9221 Creekwood Lake Trail Grand Blanc, MI 48439 (810) 240-0443 <a href="mailto:john.kupiec@firehousesubs.com">john.kupiec@firehousesubs.com</a>	48955 Grand River Avenue Suite 100	Novi	MI 48374
MICHIGAN	Code 7, LLC P: Bradley Wilson 43638 Arlington Dr. Canton, MI 48187 (734) 277-7073 <a href="mailto:brad.wilson@firehousesubs.com">brad.wilson@firehousesubs.com</a>	41608 Ann Arbor Road	Plymouth	MI 48170

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MICHIGAN	JRGR, LLC P: Susan Kusmack 39560 72 <sup>nd</sup> Avenue Decatur, MI 49045 (269) 501-5305 <a href="mailto:susan.kusmack@firehousesubs.com">susan.kusmack@firehousesubs.com</a>	5311 S. Westnedge Avenue	Portage	MI 49002
MICHIGAN	Golden Processing Innovations, LLC P: Terrence Golden 15530 Windmill Pointe Grosse Pointe, MI 48230 (313) 919-5880 <a href="mailto:terrence.golden@firehousesubs.com">terrence.golden@firehousesubs.com</a>	27115 Gratiot	Roseville	MI 48066
MICHIGAN	K & S Hoffman Brothers, LLC P: Sean Hoffman 5712 Lantern Lane Midland, MI 48642 (989) 631-3800 <a href="mailto:sean.hoffman@firehousesubs.com">sean.hoffman@firehousesubs.com</a>	5208 Bay Road	Saginaw	MI 48604
MICHIGAN	Northern Foods, LLC P: Brian Mayer 14528 Macintosh Ct. Sterling Heights, MI 48313 (586) 873-8933 <a href="mailto:brian.mayer@firehousesubs.com">brian.mayer@firehousesubs.com</a>	15064 Hall Road	Sterling Heights	MI 48313
MICHIGAN	Galactic Labs Inc. P: Jennifer Scott 4551 Rolling Pine Drive West Bloomfield, MI 48323 (248) 635-1167 <a href="mailto:jennifer.scott@firehousesubs.com">jennifer.scott@firehousesubs.com</a>	36693 Van Dyke Avenue	Sterling Heights	MI 48312



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MICHIGAN	Hoffman Earle, LLC P: Kenneth Hoffman 2803 N. Cedaridge Drive Midland, MI 48642 (989) 600-8379 <a href="mailto:ken.hoffman@firehousesubs.com">ken.hoffman@firehousesubs.com</a>	3664 N. US 31 S.	Traverse City	MI 49684
MICHIGAN	Karadolian Holdings, Inc. P: Sevag Karadolian 2776 Hunter Heights Dr. West Bloomfield, MI 48324 (249) 925-6592 <a href="mailto:sevag.karadolian@firehousesubs.com">sevag.karadolian@firehousesubs.com</a>	5832 Highland Road	Waterford	MI 48327
MICHIGAN	Metro Fire Brigade, LLC P: Sean Hoffman 4076 North Waldo Road Midland, MI 48640 (734) 277-7073 <a href="mailto:brad.wilson@firehousesubs.com">brad.wilson@firehousesubs.com</a>	35579 Warren Road	Westland	MI 48185
MICHIGAN	JMNL Enterprises, LLC P: Joseph Tringali 25899 Dreschfield Ave. Grosse Ile, MI 48138 (734) 558-7400 <a href="mailto:joe.tringali@firehousesubs.com">joe.tringali@firehousesubs.com</a>	19265 West Road	Woodhaven	MI 48183
MINNESOTA	Blazing Fire Foods, LLC P: Larissa Sullivan 7818 Excelsior Road Brainerd, MN 56425 (218) 330-6157 <a href="mailto:larissa.sullivan@firehousesubs.com">larissa.sullivan@firehousesubs.com</a>	15094 Dellwood Drive, Suite 102	Baxter	MN 56425
MINNESOTA	DR LLC P: Ronald Harris 4747 Fremont Avenue N. Minneapolis, MN 55430 (847) 863-1414 <a href="mailto:ron.harris@firehousesubs.com">ron.harris@firehousesubs.com</a>	10700 France Avenue S. Suite 116	Bloomington	MN 55437

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MINNESOTA	First Alarm Restaurants, Inc. P: John Powers 15 West 95 <sup>th</sup> Street Bloomington, MN 55420 (612) 220-6153 <a href="mailto:john.powers@firehousesubs.com">john.powers@firehousesubs.com</a>	11649 Fountains Drive, Suite A-3	Maple Grove	MN 55369
MINNESOTA	RH Business Ventures, Inc. P: Ronald Harris 4747 Fremont Ave N. Minneapolis, MN 55430 (847) 863-1414 <a href="mailto:ron.harris@firehousesubs.com">ron.harris@firehousesubs.com</a>	2303 White Bear Ave. Suite G	Maplewood	MN 55109
MINNESOTA	MR Investments, LLC P: Mike Ruoho 3021 Edgerton Street Little Canada, MN 55117 (651) 242-6795 <a href="mailto:mike.ruoho@firehousesubs.com">mike.ruoho@firehousesubs.com</a>	2855 Glacier Lane, Suite 400	Plymouth	MN 55447
MINNESOTA	JCSB, LLC P: Roger Sitzmann 8501 Carriage Hill Rd. Savage, MN 55378 (712) 540-1549 <a href="mailto:roger.sitzmann@firehousesubs.com">roger.sitzmann@firehousesubs.com</a>	6535 Lyndale Ave. South	Richfield	MN 55423
MINNESOTA	J&M Bell Properties, LLC P: Meredith Bell 1185 Ridge Road Owatonna, Minnesota 55060 (612) 910-3321 <a href="mailto:meredith.bell@firehousesubs.com">meredith.bell@firehousesubs.com</a>	1290 Salem Road	Rochester	MN 55902
MINNESOTA	MR Investments, LLC P: Mike Ruoho 3021 Edgerton Street Little Canada, MN 55117 (651) 242-6795 <a href="mailto:mike.ruoho@firehousesubs.com">mike.ruoho@firehousesubs.com</a>	2111 Snelling Ave. North, Suite B	Roseville	MN 55113

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MINNESOTA	Edwards FHS 1, LLC P: Eli Edwards 20017 January Street Big Lake, MN 55309 (763) 442-3386 <a href="mailto:eli.edwards@firehousesubs.com">eli.edwards@firehousesubs.com</a>	335 5 <sup>th</sup> Avenue South, Suite 160	St. Cloud	MN 56301
MINNESOTA	Host International, Inc. (HMS Host) Secretary: Jon Stentz 6905 Rockledge Drive Bethesda, MD 20817 (240) 694-4893 <a href="mailto:hmshost@firehousesubs.com">hmshost@firehousesubs.com</a>	Minneapolis-St. Paul Airport 4300 Glumack Drive, Suite LT-3256	St. Paul	MN 55111
MINNESOTA	MR Investments LLC P: Mike Ruoho 3021 Edgerton Street Little Canada, MN 55117 (651) 242-6795 <a href="mailto:mike.ruoho@firehousesubs.com">mike.ruoho@firehousesubs.com</a>	8390 Tamarack Village	Woodbury	MN 55125
MISSISSIPPI	Gulfc0 Subs, LLC P: Justin Green 28 Narrow Way Hattiesburg, MS 39401 (601) 596-2927 <a href="mailto:Justin.green@firehousesubs.com">Justin.green@firehousesubs.com</a>	296 Beauvoir Road	Biloxi	MS 39530
MISSISSIPPI	Sodexo Operations, LLC P: Gerald Frye 9801 Washington Boulevard Gaithersburg, MD 20878 (901) 590-7438 <a href="mailto:fhssodexo@firehousesubs.com">fhssodexo@firehousesubs.com</a>	50 Coahoma Street 4L Nowell Student Union	Cleveland	MS 38732

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MISSISSIPPI	CMG Subs, LLC P: William Craig 1820 Ridgeover Place Jackson, MS 39211 (601) 201-9461 <a href="mailto:william.craig@firehousesubs.com">william.craig@firehousesubs.com</a>	1914 Highway 45 N.	Columbus	MS 39705
MISSISSIPPI	Craig-Rogers Investment, LLC P: William Craig P.O. Box 16917 Jackson, MS 39236 (601) 201-9461 <a href="mailto:william.craig@firehousesubs.com">william.craig@firehousesubs.com</a>	153 Ridge Way, Suite D	Flowood	MS 39232
MISSISSIPPI	Gulfc0 Subs, LLC P: Justin Green 28 Narrow Way Hattiesburg, MS 39401 (601) 596-2927 <a href="mailto:Justin.green@firehousesubs.com">Justin.green@firehousesubs.com</a>	10573 Highway 49, Suite D	Gulfport	MS 39503
MISSISSIPPI	JLG Firestation, LLC P: Jennifer Green 2401 Hardy Street Hattiesburg, MS 39401 (601) 799-2354 <a href="mailto:jgreen@firehousesubs.com">jgreen@firehousesubs.com</a>	2401 Hardy Street	Hattiesburg	MS 39401
MISSISSIPPI	Craig-Rogers Investments, LLC P: William Craig P.O. Box 16917 Jackson, MS 39236 (601) 201-9461 <a href="mailto:william.craig@firehousesubs.com">william.craig@firehousesubs.com</a>	179 Grandview Blvd., Suite 940	Madison	MS 39110
MISSISSIPPI	Whiddenprise III, LLC P: David S. Whidden 776 Bradley Cove Collierville, TN 38017 (901) 457-9355 <a href="mailto:david.whidden@firehousesubs.com">david.whidden@firehousesubs.com</a>	5338 Goodman Road, Suite 11	Olive Branch	MS 38654

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MISSISSIPPI	Craig-Rogers Investments, LLC P: William Craig P.O. Box 16917 Jackson, MS 39236 (601) 201-9461 <a href="mailto:william.craig@firehousesubs.com">william.craig@firehousesubs.com</a>	1501 Jackson Ave West, Suite 107	Oxford	MS 38655
MISSISSIPPI	Whiddenprise MS II, LLC P: David Whidden 910-3 W. Poplar Avenue Collierville, TN 38017 (901) 258-8641 <a href="mailto:david.whidden@firehousesubs.com">david.whidden@firehousesubs.com</a>	7111 Southcrest Pkwy., Suite 11	Southaven	MS 38671
MISSISSIPPI	Craig-Rogers Investment, LLC P: William Craig P.O. Box 16917 Jackson, MS 39236 (601) 201-9461 <a href="mailto:william.craig@firehousesubs.com">william.craig@firehousesubs.com</a>	327 Highway 12	Starkville	MS 39759
MISSISSIPPI	Craig-Rogers Investments, LLC P: William Craig P.O. Box 16917 Jackson, MS 39236 (601) 201-9461 <a href="mailto:william.craig@firehousesubs.com">william.craig@firehousesubs.com</a>	2438 West Main Street	Tupelo	MS 38801
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MISSOURI	Warhawk, LLC P: Robert Faherty 13900 Beverly Overland Park, KS 66223 (913) 706-3391 <a href="mailto:bob.faherty@firehousesubs.com">bob.faherty@firehousesubs.com</a>	715 N. 7 Highway	Blue Springs	MO 64014
MISSOURI	LEJends Restaurants, LLC P: Laura Hendershott 31445 Palmyra Road Warrenton, MO 63383 (636) 448-6798 <a href="mailto:laura.hendershott@firehousesubs.com">laura.hendershott@firehousesubs.com</a>	3047 Williams Street, Suite 108	Cape Girardeau	MO 63703
MISSOURI	AAA Quality Subs, LLC P: Michael Marquart 950 Charrette Lane Washington, MO 63090 (314) 220-6919 <a href="mailto:mike.marquart@firehousesubs.com">mike.marquart@firehousesubs.com</a>	79 Forum Center	Chesterfield	MO 63017
MISSOURI	Karrenbrock Transport, LLC P: Jeremy Karrenbrock 31445 Palmyra Warrenton, MO 63383 (636) 448-6798 <a href="mailto:jeremy.karrenbrock@firehousesubs.com">jeremy.karrenbrock@firehousesubs.com</a>	2703 East Broadway, Suite 125	Columbia	MO 65201
MISSOURI	Karrenbrock Transport, LLC P: Jeremy Karrenbrock 31445 Palmyra Warrenton, MO 63383 (636) 448-6798 <a href="mailto:jeremy.karrenbrock@firehousesubs.com">jeremy.karrenbrock@firehousesubs.com</a>	3507 Norfleet Drive, Suite 101	Columbia	MO 65201

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MISSOURI	Triple C Restaurants, LLC P: Brian J. Collins 3338 Lone Elm Drive St. Louis, MO 63125 (636) 346-9086 <a href="mailto:brian.collins@firehousesubs.com">brian.collins@firehousesubs.com</a>	4508 Mid Rivers Mall Drive	Cottleville	MO 63376
MISSOURI	Wanjala Capital 2 LLC P: Rod Wanjala 1421 Centerpoint Circle, Apt. 104 Shiloh, IL 62269 (704) 450-8662 <a href="mailto:Rod.wanjala@firehousesubs.com">Rod.wanjala@firehousesubs.com</a>	2312 N. Highway 67	Florissant	MO 63033
MISSOURI	Steam 2 Please, LLC P: Larry Webb 950 Charrette Lane Washington, MO 63090 (314) 402-0503 <a href="mailto:larry.webb@firehousesubs.com">larry.webb@firehousesubs.com</a>	2103 Missouri Blvd., Suite D	Jefferson City	MO 65109
MISSOURI	FHS Co. #1, LLC P: Trevor Johnson P.O. Box 592 Republic, MO 65738 (573) 286-9900 <a href="mailto:trevor.johnson@firehousesubs.com">trevor.johnson@firehousesubs.com</a>	1816 South Range Line Road	Joplin	MO 64804
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MISSOURI	Craig Hulke Enterprises, Inc. P: Craig Hulke 9300 W. 116 <sup>th</sup> St. Overland Park, KS 66210 (816) 517-5166 <a href="mailto:craig.hulke@firehousesubs.com">craig.hulke@firehousesubs.com</a>	8600 Ward Pkwy., Suite 2126	Kansas City	MO 64114
MISSOURI	Meatball Dreams III, LLC P: Kevin Goetz 3000 SE Lakeshore Boulevard Topeka, KS 66605 (785) 409-8309 <a href="mailto:kevin.goetz@firehousesubs.com">kevin.goetz@firehousesubs.com</a>	8934 NW Skyview Avenue	Kansas City	MO 64154
MISSOURI	MANIFEST, LLC P: Jeremy Wallace 4705 S Fuller Ave. Independence, MO 64055 (816) 229-2440 <a href="mailto:jeremy.wallace@firehousesubs.com">jeremy.wallace@firehousesubs.com</a>	111 RTE 291 Hwy	Lee's Summit	MO 64063
MISSOURI	Meatball Dreams, LLC P: David Johnson 14209 NE 154 <sup>th</sup> Street Kearney, MO 64060 (785) 506-3199 <a href="mailto:djohnson@firehousesubs.com">djohnson@firehousesubs.com</a>	228 N. 291 Highway	Liberty	MO 64068



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MISSOURI	LBF Enterprises, LLC P: Michael Domico 1650 Beale Street St. Charles, MO 63303 (618) 305-9639 <a href="mailto:mdomico@firehousesubs.com">mdomico@firehousesubs.com</a>	12312 Dorsett Road	Maryland Heights	MO 63043
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MISSOURI	FHS Co. #1, LLC P: Trevor Johnson P.O. Box 592 Republic, MO 65738 (573) 286-9900 <a href="mailto:trevor.johnson@firehousesubs.com">trevor.johnson@firehousesubs.com</a>	3309 E. Sunshine Street, Suite B	Springfield	MO 65804

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MISSOURI	FHS Co. #1, LLC P: Trevor Johnson P.O. Box 592 Republic, MO 65738 (573) 286-9900 <a href="mailto:trevor.johnson@firehousesubs.com">trevor.johnson@firehousesubs.com</a>	4135 South National Avenue	Springfield	MO 65807
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MISSOURI	All Luk LLC P: Julie Allen 4595 Chestnut Park Plaza St. Louis, MO 63129 (314) 406-7199 <a href="mailto:julie.allen@firehousesubs.com">julie.allen@firehousesubs.com</a>	3949 Lindell Boulevard Suite 2-B	St. Louis	MO 63108
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MISSOURI	Patriot Subs, LLC P: Nathan Ridenhour 800 N. Maguire Street, Suite D Warrensburg, MO 64093 (660) 238-2402 <a href="mailto:nathan.ridenhour@firehousesubs.com">nathan.ridenhour@firehousesubs.com</a>	800 N. Maguire Street, Suite D	Warrensburg	MO 64093
MONTANA	M & R Family Restaurants, Inc. P: Rick Christianson 2111 Green Valley Drive Billings, MT 59103 (406) 860-4219 <a href="mailto:rick.christianson@firehousesubs.com">rick.christianson@firehousesubs.com</a>	2950 King Avenue West, Suite 4	Billings	MT 59102
MONTANA	Catron Family Foods, LLC P: Jeffery Catron 150 Pattee Trail Bozeman, MT 59718 (678) 773-6202 <a href="mailto:jeff.catron@firehousesubs.com">jeff.catron@firehousesubs.com</a>	867 S. 29 <sup>th</sup> Avenue, #104	Bozeman	MT 59718
MONTANA	Kleinman Family Holdings, Inc. P: Les Kleinman 1463 Columbia Falls Stage Columbia Falls, MT 59912 (813) 727-0341 <a href="mailto:les.kleinman@firehousesubs.com">les.kleinman@firehousesubs.com</a>	110 Hutton Ranch Road, Suite 102	Kalispell	MT 59901
MONTANA	Kleinman Family Holdings, Inc. P: Les Kleinman 1463 Columbia Falls Stage Columbia Falls, MT 59912 (813) 727-0341 <a href="mailto:les.kleinman@firehousesubs.com">les.kleinman@firehousesubs.com</a>	2845 N. Reserve Street	Missoula	MT 59808
NEBRASKA	On A 3, LLC P: Tom Davis 18431 Thayer Street Bennington, NE 68007 (402) 650-8610 <a href="mailto:tom.davis@firehousesubs.com">tom.davis@firehousesubs.com</a>	1220 E. 23 <sup>rd</sup> Street, Suite 200	Fremont	NE 68025

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
NEBRASKA	FHKrny, LLC P: Jeff Mount 46633 Missouri Street Burbank, SD 57010 (605) 670-9703 <a href="mailto:jeff.mount@firehousesubs.com">jeff.mount@firehousesubs.com</a>	1010 3 <sup>rd</sup> Avenue, Suite B	Kearney	NE 68845
NEBRASKA	TLM Enterprises, LLC P: Thomas Mejstrik 151 W. Chancery Court Lincoln, NE 68521 (402) 730-6979 <a href="mailto:tom.mejstrik@firehousesubs.com">tom.mejstrik@firehousesubs.com</a>	200 N. 66 <sup>th</sup> Street, Suite 201	Lincoln	NE 68505
NEBRASKA	On A 3, LLC P: Tom Davis 18431 Thayer Street Bennington, NE 68007 (402) 650-8610 <a href="mailto:tom.davis@firehousesubs.com">tom.davis@firehousesubs.com</a>	721 S. 72 <sup>nd</sup> Street	Omaha	NE 68114
NEBRASKA	On A 3, LLC P: Tom Davis 18431 Thayer Street Bennington, NE 68007 (402) 650-8610 <a href="mailto:tom.davis@firehousesubs.com">tom.davis@firehousesubs.com</a>	141919 W. Maple Road, Suite 103	Omaha	NE 68116
NEBRASKA	Gulfshore Partners, LLC P: Steven Meier 14732 Shirley Street Omaha, NE 68144 (712) 898-2334 <a href="mailto:steven.meier@firehousesubs.com">steven.meier@firehousesubs.com</a>	2457 S. 132 <sup>ND</sup> Street	Omaha	NE 68144
NEBRASKA	Gulfshore Partners, LLC P: Steven Meier 14732 Shirley Street Omaha, NE 68144 (712) 898-2334 <a href="mailto:steven.meier@firehousesubs.com">steven.meier@firehousesubs.com</a>	8920 S. 71st Plaza, Suite 105	Papillion	NE 68133

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
NEVADA	LHK, LLC P: Patrick Lindsay 2667 Fermi Road Carson City, NV 89706 (858) 354-3537 <a href="mailto:patrick.lindsay@firehousesubs.com">patrick.lindsay@firehousesubs.com</a>	3120 Hwy 50	Carson City	NV 89701
NEVADA	Eastgate FHS, LLC P: Robert Rather 3125 La Mirada Avenue Las Vegas, NV 89120 (702) 575-2771 <a href="mailto:bob.rather@firehousesubs.com">bob.rather@firehousesubs.com</a>	510 Marks St., Unit B-1, Suite 110	Henderson	NV 89014
NEVADA	J & M Restaurant Group, LLC P: Jennifer Cowan 1380 Dressen Ave. Las Vegas, NV 89123 (702) 533-7526 <a href="mailto:jcowan@firehousesubs.com">jcowan@firehousesubs.com</a>	9555 S. Eastern Ave., Suite 130	Las Vegas	NV 89123
NEVADA	Lake Med FHS 534, LLC P: Robert Rather 3125 La Mirada Ave Las Vegas, NV 89120 (702) 575-2771 <a href="mailto:bob.rather@firehousesubs.com">bob.rather@firehousesubs.com</a>	7290 W. Lake Mead Blvd., Suite 100	Las Vegas	NV 89128
NEVADA	FHR Number 1, LLC P: Vincent Alba 3069 Amari Ave. Las Vegas, NV 89141 (702) 468-3454 <a href="mailto:vincent.alba@firehousesubs.com">vincent.alba@firehousesubs.com</a>	6070 S. Rainbow Blvd., Suite 1	Las Vegas	NV 89118

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NEVADA	IAmix Group LLC P: Amin Km 6122 W. Flamingo Road Las Vegas, NV 89103 (562) 232-6318 <a href="mailto:amin.km@firehousesubs.com">amin.km@firehousesubs.com</a>	9921 W. Charleston Blvd., Suite 4	Las Vegas	NV 89117
NEVADA	H & K Eastern, LLC P: Michele Loupee 5116 Jessica Joy Street Las Vegas, NV 89149 (219) 789-9441 <a href="mailto:michele.loupee@firehousesubs.com">michele.loupee@firehousesubs.com</a>	5905 S. Eastern Ave., Suite 109	Las Vegas	NV 89119
NEVADA	Teffs Food, LLC P: Steven Teffs 6444 Harvester Course Dr. Las Vegas, NV 89248 (702) 308-5047 <a href="mailto:steven.teffs@firehousesubs.com">steven.teffs@firehousesubs.com</a>	7250 S. Durango Drive, Suite 160	Las Vegas	NV 89113
NEVADA	Sun Light Sub LLC P: Mohammad Hossain 137 Vitale Avenue Henderson, NV 89002 (760) 449-6736 <a href="mailto:mohammad.hossain@firehousesubs.com">mohammad.hossain@firehousesubs.com</a>	4761 S. Maryland Parkway	Las Vegas	NV 89119
NEVADA	Rice/215 1044 FHS, LLC P: Robert Rather 3125 La Mirada Ave Las Vegas, NV 89120 (702) 575-2771 <a href="mailto:bob.rather@firehousesubs.com">bob.rather@firehousesubs.com</a>	6171 N. Decatur, Suite 107	Las Vegas	NV 89130

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NEVADA	H&K Ventures, LLC P: Michele Loupee 5116 Jessica Joy Street Las Vegas, NV 89149 (219) 789-9441 <a href="mailto:michele.loupee@firehousesubs.com">michele.loupee@firehousesubs.com</a>	2208 S. Nellis Blvd., Suite 7	Las Vegas	NV 89104
NEVADA	FHR Number 2, LLC P: Vincent Alba 3069 Amari Avenue Las Vegas, NV 89141 (702) 468-3454 <a href="mailto:vincent.alba@firehousesubs.com">vincent.alba@firehousesubs.com</a>	1121 S. Decatur Boulevard, Suite 140	Las Vegas	NV 89102
NEVADA	FHR Number 3 LLC P: Vincent Alba, Jr. 3069 Amari Avenue Las Vegas, NV 89141 (702) 468-3454 <a href="mailto:vincent.alba@firehousesubs.com">vincent.alba@firehousesubs.com</a>	8461 Farm Road, Suite 170	Las Vegas	NV 89131
NEVADA	FHR Number 4 LLC P: Vincent Alba 3069 Amari Avenue Las Vegas, NV 89141 (702) 468-3454 <a href="mailto:vincent.alba@firehousesubs.com">vincent.alba@firehousesubs.com</a>	8239 Dean Martin Drive, Suite A	Las Vegas	NV 89139
NEVADA	LHK, LLC P: Patrick Lindsay 2667 Fermi Road Carson City, NV 89521 (858) 354-3537 <a href="mailto:patrick.lindsay@firehousesubs.com">patrick.lindsay@firehousesubs.com</a>	199 Damonte Ranch Parkway, Unit K	Reno	NV 89521
NEVADA	LHK, LLC P: Patrick Lindsay 2667 Fermi Road Carson City, NV 89706 (858) 354-3537 <a href="mailto:patrick.lindsay@firehousesubs.com">patrick.lindsay@firehousesubs.com</a>	593 E. Prater Way	Sparks	NV 89431

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NEW HAMPSHIRE	MMK Subs of Dover, LLC P: Michael Koman 9 Chester Avenue Falmouth, ME 04105 (803) 466-6383 <a href="mailto:michael.koman@firehousesubs.com">michael.koman@firehousesubs.com</a>	826 Central Avenue	Dover	NH 03820
NEW HAMPSHIRE	Kaby Subs LLC P: Daniel Pettit 67 Rhodes Circle Hingham, MA 02043 (978) 413-1707 <a href="mailto:daniel.pettit@firehousesubs.com">daniel.pettit@firehousesubs.com</a>	655 S. Willow Street	Manchester	NH 03103
NEW JERSEY	ILSEDA Restaurant Group Inc. P: Ilker Dinc 450 Hackensack Avenue Hackensack, NJ 07601 (201) 212-1644 <a href="mailto:ilker.dinc@firehousesubs.com">ilker.dinc@firehousesubs.com</a>	41 W. Palisade Avenue	Englewood	NJ 07631
NEW JERSEY	ILSEDA Restaurant Group Inc. P: Ilker Dinc 450 Hackensack Avenue Hackensack, NJ 07601 (201) 212-1644 <a href="mailto:ilker.dinc@firehousesubs.com">ilker.dinc@firehousesubs.com</a>	450 Hackensack Avenue	Hackensack	NJ 07601
NEW JERSEY	Dreamworkers, Inc. P: Jonnie Kinchen 17 Jasmine Drive Burlington, NJ 08247 (723) 779-7598 <a href="mailto:jonnie.kinchen@firehousesubs.com">jonnie.kinchen@firehousesubs.com</a>	1203 Nixon Drive	Moorestown	NJ 08057
NEW JERSEY	Host International, Inc. (HMS Host) Secretary: Jon Stentz 6905 Rockledge Drive Bethesda, MD 20817 (240) 694-4893 <a href="mailto:hmshost@firehousesubs.com">hmshost@firehousesubs.com</a>	Newark Liberty Airport 3 Brewster Road, Terminal B P.O. Box 29	Newark	NJ 07114



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NEW JERSEY	Heritage Restaurant Group of Totowa, Inc. P: Ever Santana 130 West Parkway Pompton Plains, NJ 07444 (973) 224-0502 <a href="mailto:ever.santana@firehousesubs.com">ever.santana@firehousesubs.com</a>	205 US Hwy 46 West Unit E	Totowa	NJ 07512
NEW JERSEY	Heritage Restaurant Group, Inc. P: Ever Santana 130 West Parkway Pompton Plains, NJ 07444 (973) 224-0502 <a href="mailto:ever.santana@firehousesubs.com">ever.santana@firehousesubs.com</a>	1050 Hamburg Turnpike	Wayne	NJ 07470
NEW MEXICO	Lucaba751, LLC P: Lucas J. Conner 412 Kentucky Albuquerque, NM 87108 (505) 918-4689 <a href="mailto:lconner@firehousesubs.com">lconner@firehousesubs.com</a>	3707 Ellison Dr. NW, Suite 1	Albuquerque	NM 87107
NEW MEXICO	Lucaba LLC P: Lucas J. Conner 412 Kentucky Albuquerque, NM 87108 (505) 918-4689 <a href="mailto:lconner@firehousesubs.com">lconner@firehousesubs.com</a>	2100 Louisiana Blvd., Suite 814	Albuquerque	NM 87110
NEW MEXICO	Lucaba, LLC P: Lucas Conner 412 Kentucky Albuquerque, NM 87108 (505) 918-4689 <a href="mailto:lconner@firehousesubs.com">lconner@firehousesubs.com</a>	8050 Academy Road	Albuquerque	NM 87111

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NEW MEXICO	Lucaba, LLC P: Lucas Conner 412 Kentucky Albuquerque, NM 87108 (505) 918-4689 <a href="mailto:lconner@firehousesubs.com">lconner@firehousesubs.com</a>	4411 San Mateo Blvd. NE, Suite E9	Albuquerque	NM 87109
NEW MEXICO	Fitz's Blazing Investments, LLC P: Darin Fitzgerald 3320 Burson Lane Farmington, NM 87402 (505) 402-6556 <a href="mailto:darin.fitzgerald@firehousesubs.com">darin.fitzgerald@firehousesubs.com</a>	3030 E. Main Street, Suite A9	Farmington	NM 87402
NEW MEXICO	4K Restaurant Group, LLC P: Jack Kassis 3328 North Grimes Hobbs, NM 88240 (575) 318-3337 <a href="mailto:jack.kassis@firehousesubs.com">jack.kassis@firehousesubs.com</a>	3734 N. Grimes Street, Suite A	Hobbs	NM 88240
NEW MEXICO	Lucaba, LLC P: Lucas Conner 412 Kentucky Albuquerque, NM 87108 (505) 918-4689 <a href="mailto:lconner@firehousesubs.com">lconner@firehousesubs.com</a>	3777 Cerrillos Road, Suite C	Santa Fe	NM 87507
NEW YORK	WNY Ladder Company, LLC P: Mark Harris 3201 Cherry Lane Eden, NY 14057 (716) 435-7465 <a href="mailto:mark.harris@firehousesubs.com">mark.harris@firehousesubs.com</a>	4405 Milestrip Road	Blasdell	NY 14219

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NEW YORK	WNY Ladder Company, LLC P: Mark Harris 3201 Cherry Lane Eden, NY 14057 (716) 435-7465 <a href="mailto:mark.harris@firehousesubs.com">mark.harris@firehousesubs.com</a>	7870 Transit Road	Buffalo	NY 14221
NEW YORK	Southern Tier Firehouse LLC P: Jamie Mullin 740 South Meadow Street, Suite 100 Ithaca, NY 14850 (607) 222-8499 <a href="mailto:jamie.mullin@firehousesubs.com">jamie.mullin@firehousesubs.com</a>	5308 W. Genesee Street	Camillus	NY 13031
NEW YORK	Southern Tier Firehouse LLC P: Jamie Mullin 740 South Meadow Street, Suite 100 Ithaca, NY 14850 (607) 222-8499 <a href="mailto:jamie.mullin@firehousesubs.com">jamie.mullin@firehousesubs.com</a>	740 South Meadow Drive, Suite 1100	Ithaca	NY 14850
NEW YORK	IT'S NOT A WRAP LLC P: Jennifer Blaine 300 Wimbledon Rd. Rochester, NY 14617 (585) 414-5493 <a href="mailto:jennifer.blaine@firehousesubs.com">jennifer.blaine@firehousesubs.com</a>	2830 West Henrietta Rd	Rochester	NY 14623
NEW YORK	Southern Tier Firehouse LLC P: Jamie Mullin 740 South Meadow Street, Suite 100 Ithaca, NY 14850 (607) 222-8499 <a href="mailto:jamie.mullin@firehousesubs.com">jamie.mullin@firehousesubs.com</a>	805 North Main Street	Syracuse	NY 13212

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NORTH CAROLINA	Amaya Subs LLC P: Apexa Parekh 235 Chatham Square Silver City, NC 27344 (919) 200-2503 <a href="mailto:apexa.parekh@firehousesubs.com">apexa.parekh@firehousesubs.com</a>	1844 North Sandhills Boulevard	Aberdeen	NC 28315
NORTH CAROLINA	Renaissance Restaurant Group, LLC P: Mohammad Asad 3043 Portland Avenue Apex, NC 27502 (919) 624-7101 <a href="mailto:masad@firehousesubs.com">masad@firehousesubs.com</a>	1047 Beaver Creek Commons Dr.	Apex	NC 27502
NORTH CAROLINA	Westland Enterprise, Inc. P: David Flores 43 Murrough Drive Biltmore Lake, NC 28715 (305) 609-5835 <a href="mailto:dflores@firehousesubs.com">dflores@firehousesubs.com</a>	100 Julian Lane, Suite 150	Arden	NC 28704
NORTH CAROLINA	G C W Enterprises, Inc. P: Glenda Weinert 298 Lone Pine Road Alexander, NC 28701 (828) 230-1444 <a href="mailto:glenda.weinert@firehousesubs.com">glenda.weinert@firehousesubs.com</a>	229 Airport Road, #5	Arden	NC 28704
NORTH CAROLINA	Spencer Third Generation, LLC P: Michael Spencer 4503 Cornerstone Drive Burlington, NC 27215 (919) 412-2232 <a href="mailto:michael.spencer@firehousesubs.com">michael.spencer@firehousesubs.com</a>	1214-D East Dixie Drive	Asheboro	NC 27203

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NORTH CAROLINA	G C W Enterprises, Inc. P: Glenda Weinert 298 Lone Pine Road Alexander, NC 28701 (828) 230-1444 <a href="mailto:glenda.weinert@firehousesubs.com">glenda.weinert@firehousesubs.com</a>	168 Tunnel Road, Suite 10	Asheville	NC 28805
NORTH CAROLINA	G C W Enterprises, Inc. P: Glenda Weinert 298 Lone Pine Road Alexander, NC 28701 (828) 230-1444 <a href="mailto:glenda.weinert@firehousesubs.com">glenda.weinert@firehousesubs.com</a>	1334 Patton Avenue	Asheville	NC 28806
NORTH CAROLINA	Spencer Third Generation, LLC P: Michael Spencer 4503 Cornerstone Drive Burlington, NC 27215 (919) 412-2232 <a href="mailto:michael.spencer@firehousesubs.com">michael.spencer@firehousesubs.com</a>	2471 S. Church Street	Burlington	NC 27215
NORTH CAROLINA	Renaissance Restaurant Group, LLC P: Mohammad Asad 3043 Portland Avenue Apex, NC 27502 (919) 624-7101 <a href="mailto:masad@firehousesubs.com">masad@firehousesubs.com</a>	260 Grande Heights Drive	Cary	NC 27513
NORTH CAROLINA	Bello Restaurant Group, LLC P: Keith Bell 1441 Abbotsford Way Cary, NC 27519 (919) 770-5328 <a href="mailto:keith.bell@firehousesubs.com">keith.bell@firehousesubs.com</a>	2222 Walnut Street	Cary	NC 27518

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NORTH CAROLINA	Renaissance Restaurant Group, LLC P: Mohammad Asad 3043 Portland Avenue Apex, NC 27502 (919) 624-7101 <a href="mailto:masad@firehousesubs.com">masad@firehousesubs.com</a>	1726 Fordham Boulevard, Suite 110	Chapel Hill	NC 27514
NORTH CAROLINA	DKGV LLC P: David Velasquez 11118 Northlake Landing Drive Apt. 2208 Charlotte, NC 28216 (704) 390-1315 <a href="mailto:david.velasquez@firehousesubs.com">david.velasquez@firehousesubs.com</a>	8516 S. Tyron Street, Suite 105	Charlotte	NC 28273
NORTH CAROLINA	Subperb Sandwiches Charlotte South Blvd, LLC P: Jay Andrews 3660 Norman View Drive Sherrills Ford, NC 28673 (706) 844-3509 <a href="mailto:jay.andrews@firehousesubs.com">jay.andrews@firehousesubs.com</a>	4732 South Boulevard	Charlotte	NC 28217
NORTH CAROLINA	Professional Restaurant Group, Inc. P: Tim Goss 903 Carisbrooke Lane Waxhaw, NC 28173 (704) 576-6919 <a href="mailto:tgoss@firehousesubs.com">tgoss@firehousesubs.com</a>	8020 Providence Road	Charlotte	NC 28277
NORTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (843) 679-9633 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	2700 W. Mallard Creek Church Road Suite 220	Charlotte	NC 28262

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NORTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (843) 679-9633 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	9335 Center Lake Drive, Suite 130	Charlotte	NC 28216
NORTH CAROLINA	Professional Restaurant Group, Inc. P: Timothy Goss 903 Carisbrooke Lane Waxhaw, NC 28173 (704) 576-6919 <a href="mailto:tgoss@firehousesubs.com">tgoss@firehousesubs.com</a>	7211 Waverly Walk Avenue Suite B-1	Charlotte	NC 28277
NORTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (843) 679-9633 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	6925 University City Boulevard, Suite 430	Charlotte	NC 28262
NORTH CAROLINA	G C W Enterprises, Inc. P: Glenda Weinert 298 Lone Pine Road Alexander, NC 28701 (828) 230-1444 <a href="mailto:glenda.weinert@firehousesubs.com">glenda.weinert@firehousesubs.com</a>	17 Big Cove Road	Cherokee	NC 28719
NORTH CAROLINA	Meador Brothers, LLC P: Paul Granville Meador 92 Gill Lane Fuquay-Varina, NC 27526 (240) 715-7180 <a href="mailto:paul.meador@firehousesubs.com">paul.meador@firehousesubs.com</a>	476 Shotwell Road	Clayton	NC 27520

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NORTH CAROLINA	FoodConcepts NC LLC P: Steve Cooke 2262 Riverside Drive Mount Airy, NC 27030 (336) 325-7717 <a href="mailto:steve.cooke@firehousesubs.com">steve.cooke@firehousesubs.com</a>	28 Raiford Drive NW	Concord	NC 28027
NORTH CAROLINA	FoodConcepts NC LLC P: Steve Cooke 2262 Riverside Drive Mount Airy, NC 27030 (336) 325-7717 <a href="mailto:steve.cooke@firehousesubs.com">steve.cooke@firehousesubs.com</a>	7712 Sossaman Lane, Suite 100	Concord	NC 28027
NORTH CAROLINA	KGSP 1 Inc. P: Bivinder Pal 14 Oak Branch Drive Greensboro, NC 27407 (336) 327-2749 <a href="mailto:bivinder.pal@firehousesubs.com">bivinder.pal@firehousesubs.com</a>	8111 Concord Mills Blvd., Suite 670	Concord	NC 28027
NORTH CAROLINA	Renaissance Restaurant Group, LLC P: Mohammad Asad 3043 Portland Avenue Apex, NC 27502 (919) 624-7101 <a href="mailto:masad@firehousesubs.com">masad@firehousesubs.com</a>	2608 Erwin Road, Suite 128	Durham	NC 27705
NORTH CAROLINA	Renaissance Restaurant Group, LLC P: Mohammad Asad 3043 Portland Avenue Apex, NC 27502 (919) 624-7101 <a href="mailto:masad@firehousesubs.com">masad@firehousesubs.com</a>	4201 N. Roxboro Street, Suite 110	Durham	NC 27704



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NORTH CAROLINA	Bello Restaurant Group, LLC P: Keith Bell 1441 Abbotsford Way Cary, NC 27519 (919) 770-5328 <a href="mailto:keith.bell@firehousesubs.com">keith.bell@firehousesubs.com</a>	5431 Page Road	Durham	NC 27703
NORTH CAROLINA	JCP Management, Inc. P: Jennifer Purcell 116 Billets Bridge Road Camden, NC 27921 (757) 761-5536 <a href="mailto:jennifer.purcell@firehousesubs.com">jennifer.purcell@firehousesubs.com</a>	316 W. Ehringhaus Street	Elizabeth City	NC 27909
NORTH CAROLINA	Gotaplace Investments, LLC P: Joy Brewington 3504 Tree Ring Court Fayetteville, NC 28306 (910) 818-0678 <a href="mailto:joy.brewington@firehousesubs.com">joy.brewington@firehousesubs.com</a>	5590 Camden Road	Fayetteville	NC 28306
NORTH CAROLINA	OM Hot Subs, LLC P: Aruna Patel 1516 Windjammer Court Sanford, NC 27330 (919) 356-0909 <a href="mailto:apatel@firehousesubs.com">apatel@firehousesubs.com</a>	1445 Walter Reed Road	Fayetteville	NC 28304
NORTH CAROLINA	Lt. Dawes, LLC P: Jennifer Dawes Walters 8954 Cedar Creek Rd. Fayetteville, NC 28312 (954) 557-5725 <a href="mailto:jennifer.dawes@firehousesubs.com">jennifer.dawes@firehousesubs.com</a>	300 Glensford Drive	Fayetteville	NC 28314

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NORTH CAROLINA	VKSS, Inc. P: Ronak Patel 2804 Bishop Brook Court Cary, NC 27519 (919) 539-6397 <a href="mailto:ronak.patel@firehousesubs.com">ronak.patel@firehousesubs.com</a>	1303 N. Main Street	Fuquay-Varina	NC 27526
NORTH CAROLINA	Meador Brothers, LLC P: Paul Meador 92 Gill Lane Fuquay Varina, NC 27526 (240) 715-7180 <a href="mailto:paul.meador@firehousesubs.com">paul.meador@firehousesubs.com</a>	1539 Highway 70, Suite 1551	Garner	NC 27529
NORTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (843) 679-9633 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	2290 E. Franklin Blvd., Suite 100	Gastonia	NC 28054
NORTH CAROLINA	Best Development, Inc. P: John Paul Best 212 Connie Circle Goldsboro, NC 27530 (910) 617-4384 <a href="mailto:jp.best@firehousesubs.com">jp.best@firehousesubs.com</a>	501 N. Berkeley Boulevard	Goldsboro	NC 27534
NORTH CAROLINA	Sona 1 Inc. P: Bivinder Pal 55 Trenton Drive Kernersville, NC 27284 (336) 327-2749 <a href="mailto:bivinder.pal@firehousesubs.com">bivinder.pal@firehousesubs.com</a>	1562 B Highwoods Boulevard	Greensboro	NC 27410

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NORTH CAROLINA	Sona & Veer 1, Inc. P: Bivinder Pal 55 Trenton Drive Kernersville, NC 27284 (336) 327-2749 <a href="mailto:bivinder.pal@firehousesubs.com">bivinder.pal@firehousesubs.com</a>	3704 W. Gate City Boulevard	Greensboro	NC 27407
NORTH CAROLINA	Best Investors Group, Inc. P: J. P. Best 212 Connie Circle Goldsboro, NC 27530 (910) 617-4384 <a href="mailto:jp.best@firehousesubs.com">jp.best@firehousesubs.com</a>	1852 W. Arlington Boulevard	Greenville	NC 27858
NORTH CAROLINA	Best Development, Inc. P: J. P. Best 212 Connie Circle Goldsboro, NC 27530 (910) 617-4384 <a href="mailto:jp.best@firehousesubs.com">jp.best@firehousesubs.com</a>	205 Greenville Blvd. SE, Suite 100	Greenville	NC 27834
NORTH CAROLINA	Eastland Group Inc. P: Monte Sims 205 White Oak Drive Hendersonville, NC 28791 (727) 542-1155 <a href="mailto:dsims@firehousesubs.com">dsims@firehousesubs.com</a>	825 Spartanburg Highway	Hendersonville	NC 28792
NORTH CAROLINA	Subperb Sandwiches Hickory, LLC P: Jay Andrews 2034 US Highway 70 SE Hickory, NC 28602 (706) 844-3509 <a href="mailto:jay.andrews@firehousesubs.com">jay.andrews@firehousesubs.com</a>	2034 US Highway 70 SE	Hickory	NC 28602

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NORTH CAROLINA	Align Trends Inc. P: Srila Surapaneni 4206 Rock Bridge Road High Point, NC 27262 (336) 671-5998 <a href="mailto:srila.surapaneni@firehousesubs.com">srila.surapaneni@firehousesubs.com</a>	5815 Samet Drive, Suite 115	High Point	NC 27265
NORTH CAROLINA	Meador Brothers, LLC P: Paul Meador 6311 Grady's Walk Raleigh, NC 20715 (240) 715-7180 <a href="mailto:paul.meador@firehousesubs.com">paul.meador@firehousesubs.com</a>	413 Village Walk Drive	Holly Springs	NC 27540
NORTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (843) 679-9633 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	9826 Gilead Rd., Suite C-102	Huntersville	NC 28078
NORTH CAROLINA	AP & RP, LLC P: Larry Chandler 3222 Nancy Creek Charlotte, NC 28270 (843) 679-9633 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	14039 Highway 74 E.	Indian Trail	NC 28079
NORTH CAROLINA	SHRP, LLC P: Ronak Patel 2804 Bishop Brook Court Cary, NC 27519 (919) 434-5200 <a href="mailto:ronak.patel@firehousesubs.com">ronak.patel@firehousesubs.com</a>	331A Western Boulevard	Jacksonville	NC 28547

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NORTH CAROLINA	Sona & Veer, Inc. P: Bivinder Pal 55 Trenton Drive Kernersville, NC 27284 (336) 327-2749 <a href="mailto:bivinder.pal@firehousesubs.com">bivinder.pal@firehousesubs.com</a>	2251 Spider Drive NE	Kannapolis	NC 28083
NORTH CAROLINA	MTK Enterprise Group, Inc. P: Keith Hamm 1110 Morningside Drive Kinston, NC 28501 (252) 268-6723 <a href="mailto:keith.hamm@firehousesubs.com">keith.hamm@firehousesubs.com</a>	1020 S. Main Street, Suite B	Kernersville	NC 27284
NORTH CAROLINA	Tabor Foods, LLC P: Louis Tabor 7133 Lipscomb Drive Wilmington, NC 28412 (910) 395-1370 <a href="mailto:ltabor@firehousesubs.com">ltabor@firehousesubs.com</a>	3572 Leland Town Center Drive	Leland	NC 28541
NORTH CAROLINA	Palmetto Sub House, LLC P: Brian Hammond 807 East Main St. Spartanburg, SC 29302 (864) 431-7713 <a href="mailto:bhammond@firehousesubs.com">bhammond@firehousesubs.com</a>	417 Blowing Rock Blvd.	Lenoir	NC 28645
NORTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (843) 679-9633 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	5082 Kahn Drive	Lumberton	NC 28358

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NORTH CAROLINA	AP & RP, LLC P: Larry Chandler 3222 Nancy Creek Charlotte, NC 28270 (843) 679-9633 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	1808 Windsor Square Drive	Matthews	NC 28105
NORTH CAROLINA	PC SUBS LLC P: Payal Bhadani 4015 Singletree Lane Indian Trail, NC 28079 (203) 873-8101 <a href="mailto:payal.bhadani@firehousesubs.com">payal.bhadani@firehousesubs.com</a>	2319 W. Roosevelt Blvd., Suite D	Monroe	NC 28110
NORTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (843) 679-9633 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	489 River Highway, Suite C	Mooresville	NC 28117
NORTH CAROLINA	Subperb Sandwiches Morganton, LLC P: Jay Andrews 905 N. Green Street Morganton, NC 28655 (706) 844-3509 <a href="mailto:jay.andrews@firehousesubs.com">jay.andrews@firehousesubs.com</a>	905 N Green Street	Morganton	NC 28655
NORTH CAROLINA	Best Development, Inc. P: John Paul (JP) Best 212 Connie Circle Goldsboro, NC 27530 (910) 617-4384 <a href="mailto:jp.best@firehousesubs.com">jp.best@firehousesubs.com</a>	3123 Dr. ML King, Jr. Boulevard	New Bern	NC 28562

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NORTH CAROLINA	AP & RP, LLC P: Larry Chandler 3222 Nancy Creek Charlotte, NC 28270 (843) 679-9633 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	9101 Pineville-Matthews Road	Pineville	NC 28134
NORTH CAROLINA	CRC Brier Creek, LLC P: Amish Desai 4812 Dresden Village Dr. Raleigh, NC 27604 (919) 806-3900 <a href="mailto:amish.desai@firehousesubs.com">amish.desai@firehousesubs.com</a>	10251 Little Brier Creek Lane	Raleigh	NC 27617
NORTH CAROLINA	Meador Brothers, LLC P: Paul Meador 92 Gill Lane Fauquay Varina, NC 27526 (240) 715-7180 <a href="mailto:paul.meador@firehousesubs.com">paul.meador@firehousesubs.com</a>	4111 Ed Drive	Raleigh	NC 27612
NORTH CAROLINA	SHAAA, LLC P: Hiral Patel 800 Tree Green Lane Wake Forest, NC 27587 (919) 656-7392 <a href="mailto:hiral.patel@firehousesubs.com">hiral.patel@firehousesubs.com</a>	7901 Falls of Neuse Road, Suite 133	Raleigh	NC 27615
NORTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (404) 290-9044 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	1355 East Broad Avenue, Unit A	Rockingham	NC 28379

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NORTH CAROLINA	OM Hot Subs, LLC P: Aruna Patel 1512 Windjammer Ct. Sanford, NC 27330 (919) 77-2996 <a href="mailto:apatel@firehousesubs.com">apatel@firehousesubs.com</a>	3248 NC Route 87 S.	Sanford	NC 27330
NORTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (404) 290-9044 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	709 East Dixon Boulevard	Shelby	NC 28150
NORTH CAROLINA	JJCC Investments, LLC P: Joy Brewington 3504 Tree Ring Court Fayetteville, NC 28306 (910) 818-0678 <a href="mailto:joy.brewington@firehousesubs.com">joy.brewington@firehousesubs.com</a>	515 Outlet Center Drive	Smithfield	NC 27577
NORTH CAROLINA	FH Wake Forest, LLC P: David B. Morris 112 Parkspring Cary, NC 27511 (919) 370-6292 <a href="mailto:davidb.morris@firehousesubs.com">davidb.morris@firehousesubs.com</a>	11704 Retail Drive	Wake Forest	NC 27587
NORTH CAROLINA	G C W Enterprises, Inc. P: Glenda Weinert 298 Lone Pine Road Alexander, NC 28701 (828) 230-1444 <a href="mailto:glenda.weinert@firehousesubs.com">glenda.weinert@firehousesubs.com</a>	58 Weaver Village Way, Unit 101	Weaverville	NC 28787



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NORTH CAROLINA	Tabor Foods, LLC P: Louis Tabor 7133 Lipscomb Dr. Wilmington, NC 28412 (910) 395-1370 <a href="mailto:ltabor@firehousesubs.com">ltabor@firehousesubs.com</a>	3608 Oleander Drive	Wilmington	NC 28403
NORTH CAROLINA	Tabor Foods, LLC P: Louis Tabor 7133 Lipscomb Dr. Wilmington, NC 28412 (910) 395-1370 <a href="mailto:ltabor@firehousesubs.com">ltabor@firehousesubs.com</a>	5920 Carolina Beach Road	Wilmington	NC 28412
NORTH CAROLINA	Pure Trident, Inc. P: Srila Surapaneni 4206 Rock Bridge Road High Point, NC 27262 (336) 671-5998 <a href="mailto:srila.surapaneni@firehousesubs.com">srila.surapaneni@firehousesubs.com</a>	205 S. Stratford Road	Winston-Salem	NC 27103
NORTH DAKOTA	Cada Mada, LLC P: Cathleen Thompson 2701 25 <sup>th</sup> Ave South Fargo, ND 58103 (701) 371-9861 <a href="mailto:cathie.thompson@firehousesubs.com">cathie.thompson@firehousesubs.com</a>	5675 26th Avenue S.	Fargo	ND 58103
NORTH DAKOTA	Cada Mada, LLC P: Cathleen Thompson 2701 25 <sup>th</sup> Ave South Fargo, ND 58103 (701) 371-9861 <a href="mailto:cathie.thompson@firehousesubs.com">cathie.thompson@firehousesubs.com</a>	2650 32nd Avenue S., Suite F-1	Grand Forks	ND 58201

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NORTH DAKOTA	Minot FHS Seven, LLC P: Eric Engelstad 2608 W. 95 <sup>th</sup> Street Sioux Falls, SD 57108 (605) 880-0102 <a href="mailto:eric.engelstad@firehousesubs.com">eric.engelstad@firehousesubs.com</a>	3112 16th Street SW, Suite D	Minot	ND 58701
OHIO	Youngstown Sub Club, LLC P: Diane Gregg 366 Kathleen Drive Jefferson, OH 44047 (440) 812-2233 <a href="mailto:diane.gregg@firehousesubs.com">diane.gregg@firehousesubs.com</a>	700 Boardman-Poland Road, Suite 2	Boardman	OH 44512
OHIO	MIK 3 LLC P: Matthew Mikola 5234 Rosalind Boulevard Powell, OH 43065 (330) 524-8133 <a href="mailto:matt.mikola@firehousesubs.com">matt.mikola@firehousesubs.com</a>	4606 Belden Village Street	Canton	OH 44718
OHIO	D&S Subs 3 LLC P: Seth Grusenmeyer 8092 Chambersburg Road Huber Heights, OH 45424 (937) 545-6818 <a href="mailto:seth.grusenmeyer@firehousesubs.com">seth.grusenmeyer@firehousesubs.com</a>	5239 Cornerstone North Boulevard	Centerville	OH 45440
OHIO	First Responder Restaurant Group, LLC P: Christopher Baker 4232 Edinburgh Drive Cincinnati, OH 45245 (513) 289-7499 <a href="mailto:christopher.baker@firehousesubs.com">christopher.baker@firehousesubs.com</a>	7426 Beechmont Avenue, #204	Cincinnati	OH 45255

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OHIO	Rescue Restaurant Group, LLC P: Christopher Baker 4232 Edinburgh Place Cincinnati, OH 45425 (513) 528-4195 <a href="mailto:christopher.baker@firehousesubs.com">christopher.baker@firehousesubs.com</a>	830 Eastgate South Drive	Cincinnati	OH 45245
OHIO	Black Bear Restaurant Development, LLC P: Thomas Martin 2630 South Kuther Road Sidney, OH 45365 (937) 638-4746 <a href="mailto:thomas.martin@firehousesubs.com">thomas.martin@firehousesubs.com</a>	11711 Princeton Pike, Suite 461	Cincinnati	OH 45246
OHIO	St. Charles Enterprises, LLC P: David St. Charles 8575 St. Ives Place Cincinnati, OH 45255 (513) 368-0803 <a href="mailto:david.stcharles@firehousesubs.com">david.stcharles@firehousesubs.com</a>	10869 Montgomery Road	Cincinnati	OH 45242
OHIO	DRG of Grandview, LLC P: Joe Dumbaugh 122 South Main Street Mount Vernon, OH 43050 (740) 358-9637 <a href="mailto:joe.dumbaugh@firehousesubs.com">joe.dumbaugh@firehousesubs.com</a>	955 W 5th Ave	Columbus	OH 43212
OHIO	DRG of Polaris, LLC P: Joe Dumbaugh 122 South Main Street Mount Vernon, OH 43050 (740) 358-9637 <a href="mailto:joe.dumbaugh@firehousesubs.com">joe.dumbaugh@firehousesubs.com</a>	2140 Polaris Parkway	Columbus	OH 43240

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OHIO	PDSA, Inc. P: Paul D. Belle 8177 Dolman Drive Powell, OH 43065 (703) 728-5669 <a href="mailto:pdbelle@firehousesubs.com">pdbelle@firehousesubs.com</a>	6454 Sawmill Road	Columbus	OH 43235
OHIO	HAKV, LLC P: Hinal Patel 8005 Crescent Drive Lewis Center, OH 43035 (614) 264-7959 <a href="mailto:hinal.patel@firehousesubs.com">hinal.patel@firehousesubs.com</a>	1511 Hilliard Rome Road	Columbus	OH 43228
OHIO	TDK Sub 1, LLC P: Dustin Koch 4197 Eagle Head Drive Columbus, OH 43230 (614) 832-4208 <a href="mailto:dustin.koch@firehousesubs.com">dustin.koch@firehousesubs.com</a>	4994 North Hamilton, Space B	Columbus	OH 43230
OHIO	D&S Subs, LLC P: David Grusenmeyer 8092 Chambersburg Rd. Huber Heights, OH 45424 (937) 829-2316 <a href="mailto:david.grusenmeyer@firehousesubs.com">david.grusenmeyer@firehousesubs.com</a>	8436 Old Troy Pike	Dayton	OH 45424
OHIO	D&S Subs, LLC P: David Grusenmeyer 8092 Chambersburg Rd. Huber Heights, OH 45424 (937) 829-2316 <a href="mailto:david.grusenmeyer@firehousesubs.com">david.grusenmeyer@firehousesubs.com</a>	6 Oakwood Ave., Suite A	Dayton	OH 45409

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OHIO	D&S Subs, LLC P: David Grusenmeyer 8092 Chambersburg Rd. Huber Heights, OH 45424 (937) 829-2316 <a href="mailto:david.grusenmeyer@firehousesubs.com">david.grusenmeyer@firehousesubs.com</a>	1092 S. Main Street	Englewood	OH 45322
OHIO	MIK LLC 2 P: Matthew J. Mikola 5234 Rosalind Boulevard Powell, OH 43065 (330) 524-8133 <a href="mailto:matt.mikola@firehousesubs.com">matt.mikola@firehousesubs.com</a>	3023 West Market Street	Fairlawn	OH 44333
OHIO	Patel Subs, Inc. P: Krunal G. Patel 1368 Nicholas Drive Loveland, OH 45140 (267) 393-3856 <a href="mailto:krunalg.patel@firehousesubs.com">krunalg.patel@firehousesubs.com</a>	1978 Tiffin Avenue	Findlay	OH 45840
OHIO	Dumbaugh Restaurant Group, LLC P: Joseph Dumbaugh 122 South Main Street Mount Vernon, OH 43050 (740) 358-9637 <a href="mailto:joe.dumbaugh@firehousesubs.com">joe.dumbaugh@firehousesubs.com</a>	406 Granville Street	Gahanna	OH 43230
OHIO	D&S Leising, LLC P: Sheila Leising 7135 N. County Road, 550 W. Connersville, IN 47331 (317) 509-3898 <a href="mailto:sheila.leising@firehousesubs.com">sheila.leising@firehousesubs.com</a>	3195 Princeton Road	Hamilton	OH 45011

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OHIO	J, D & N Subs, LLC P: Paul Robben 3897 Bear Lane Clevs, OH 45030 (513) 314-8023 <a href="mailto:paul.robben@firehousesubs.com">paul.robben@firehousesubs.com</a>	10467 Harrison Avenue	Harrison	OH 45030
OHIO	D&S Subs 2 LLC P: Seth Grusenmeyer 8092 Chambersburg Road Huber Heights, OH 45424 (937) 545-6818 <a href="mailto:seth.grusenmeyer@firehousesubs.com">seth.grusenmeyer@firehousesubs.com</a>	4301 Far Hills Avenue	Kettering	OH 45429
OHIO	TDs Restaurant Group, LLC P: Troy Jones 1049 Sunrise Drive Newark, OH 43055 (740) 644-7201 <a href="mailto:troy.jones@firehousesubs.com">troy.jones@firehousesubs.com</a>	845 N. Memorial Drive	Lancaster	OH 43130
OHIO	FHS of Cleveland, LLC P: Nicholas Kalafatis 1207 Oakridge Drive Cleveland Heights, OH 44121 (216) 533-2650 <a href="mailto:nick.kalafatis@firehousesubs.com">nick.kalafatis@firehousesubs.com</a>	6232 Mayfield Road	Mayfield Heights	OH 44124
OHIO	LAB 26.2, LLC P: Diane Gregg 366 Kathleen Drive Jefferson, OH 44047 (440) 812-2233 <a href="mailto:diane.gregg@firehousesubs.com">diane.gregg@firehousesubs.com</a>	9209 Mentor Avenue	Mentor	OH 44060

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OHIO	MIK 4, LLC P: Matthew Mikola 5234 Rosalind Boulevard Powell, OH 43065 (330) 524-8133 <a href="mailto:matt.mikola@firehousesubs.com">matt.mikola@firehousesubs.com</a>	19125 East Bagley Road	Middleburg Heights	OH 44103
OHIO	TDs Restaurant Group, LLC P: Troy Jones 1049 Sunrise Drive Newark, OH 43055 (740) 644-7201 <a href="mailto:troy.jones@firehousesubs.com">troy.jones@firehousesubs.com</a>	1222 N 21 <sup>st</sup> Street	Newark	OH 43055
OHIO	OZKL LLC P: Carrie A. Timic 21860 Center Ridge Road Rocky River, OH 44116 440-779-0511 <a href="mailto:carrie.timic@firehousesubs.com">carrie.timic@firehousesubs.com</a>	27045 Lorain Rd.	North Olmstead	OH 44070
OHIO	RJ Subs, LLC P: Robert Rusgo 3914 Fairwood Drive Sylvania, OH 43560 (419) 704-6857 <a href="mailto:rob.rusgo@firehousesubs.com">rob.rusgo@firehousesubs.com</a>	3246 Navarre Avenue	Oregon	OH 43616
OHIO	DRG of Pickerington, LLC P: Joseph Dumbaugh 122 South Main Street Mt. Vernon, OH 43050 (740) 358-9637 <a href="mailto:joe.dumbaugh@firehousesubs.com">joe.dumbaugh@firehousesubs.com</a>	152 Clint Drive	Pickerington	OH 43147

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OHIO	KAYLOG LLC P: Carrie A. Timic 21860 Center Ridge Road Rocky River, OH 44116 440-779-0511 <a href="mailto:carrie.timic@firehousesubs.com">carrie.timic@firehousesubs.com</a>	21860 Center Ridge Road	Rocky River	OH 44116
OHIO	Black Bear Restaurant Development, LLC P: Thomas Martin 2630 South Kuther Road Sidney, OH 45365 (937) 638-4746 <a href="mailto:thomas.martin@firehousesubs.com">thomas.martin@firehousesubs.com</a>	2034 W. Michigan Street	Sidney	OH 45365
OHIO	MIK, LLC P: Matt Mikola 5234 Rosalind Boulevard Powell, OH 43065 (330) 524-8133 <a href="mailto:matt.mikola@firehousesubs.com">matt.mikola@firehousesubs.com</a>	17250 Royalton Road	Strongsville	OH 44136
OHIO	AEE Subs, Inc. P: Rob Rusgo 3914 Fairwood Drive Sylvania, OH 43560 (419) 704-6857 <a href="mailto:rob.rusgo@firehousesubs.com">rob.rusgo@firehousesubs.com</a>	5208-A Monroe Street	Toledo	OH 43623
OHIO	Smokey Three, LLC P: Charles Fryman 5139 Chukker Point Lane Cincinnati, OH 45244 (317) 694-2005 <a href="mailto:cfryman@firehousesubs.com">cfryman@firehousesubs.com</a>	7770 Dudley Drive	West Chester	OH 45069



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OHIO	FHS of Willoughby, LLC P: Nicholas Kalafatis 1207 Oakridge Drive Cleveland Heights, OH 44121 (216) 533-2650 <a href="mailto:nick.kalafatis@firehousesubs.com">nick.kalafatis@firehousesubs.com</a>	36161 Euclid Avenue	Willoughby	OH 44094
OKLAHOMA	Oklahoma Bucket Brigade, LLC P: Jason Steele P.O. Box 1150 Tontitown, AR 72770 (479) 409-3612 <a href="mailto:jsteele@firehousesubs.com">jsteele@firehousesubs.com</a>	1124 North 9 <sup>th</sup> Street	Broken Arrow	OK 74012
OKLAHOMA	DJB & JPB Management, Inc. P: John Bell 6736 N 129 <sup>th</sup> East Avenue Owasso, OK 74055 (918) 527-0596 <a href="mailto:john.bell@firehousesubs.com">john.bell@firehousesubs.com</a>	19361 Robson Rd, Ste 2	Catoosa	OK 74015
OKLAHOMA	Blue Eagle Contractors Group, Inc. P: Quinton Pruitt 4330 E 118 <sup>th</sup> Street Tulsa, OK 74137 (580) 230-0965 <a href="mailto:quinton.pruitt@firehousesubs.com">quinton.pruitt@firehousesubs.com</a>	2501 W. Main Street, Suite 103	Durant	OK 74701
OKLAHOMA	JS One Edmond LLC P: Coby Jones 10608 Toledo Avenue Lubbock, TX 79424 (806) 789-9042 <a href="mailto:coby.jones@firehousesubs.com">coby.jones@firehousesubs.com</a>	1597 S. Broadway	Edmond	OK 73013

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OKLAHOMA	TGD Investments, Inc. P: Thomas Densmore 3201 Lawrence Road, Suite 536 Wichita Falls, TX 76308 (817) 565-9181 <a href="mailto:thomas.densmore@firehousesubs.com">thomas.densmore@firehousesubs.com</a>	3407 NW Cache Road	Lawton	OK 73505
OKLAHOMA	One of We Holdings, LLC P: Alicia Hughes 508 E. Grant Street Guthrie, OK 73044 (405) 655-5450 <a href="mailto:alicia.hughes@firehousesubs.com">alicia.hughes@firehousesubs.com</a>	2301 S. Douglas Blvd., Suite 100	Midwest City	OK 73130
OKLAHOMA	One of We Holdings, LLC P: Alicia Hughes 508 E Grant Ave. Guthrie, OK 73044 (405) 655-5450 <a href="mailto:alicia.hughes@firehousesubs.com">alicia.hughes@firehousesubs.com</a>	1301 S. 135 Service Rd. Suite 104	Moore	OK 73160
OKLAHOMA	JS One Norman LLC P: Coby Jones 10608 Toledo Avenue Lubbock, TX 79424 (806) 789-9042 <a href="mailto:coby.jones@firehousesubs.com">coby.jones@firehousesubs.com</a>	320 12th Avenue SE, Suite 120	Norman	OK 73071
OKLAHOMA	JS ONE OKC.1, LLC P: Coby Jones 10608 Toledo Avenue Lubbock, TX 79424 (806) 789-9042 <a href="mailto:coby.jones@firehousesubs.com">coby.jones@firehousesubs.com</a>	5959 NW Expressway	Oklahoma City	OK 73132

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OKLAHOMA	P C Heer Holdings, Inc. P: Paul Heer 10003 Kay Ridge Yukon, OK 73099 (405) 888-0881 <a href="mailto:paul.heer@firehousesubs.com">paul.heer@firehousesubs.com</a>	2410 W. Memorial Road, Suite A	Oklahoma City	OK 73134
OKLAHOMA	JS ONE OKC.2, LLC P: Coby Jones 10608 Toledo Avenue Lubbock, TX 79424 (806) 789-9042 <a href="mailto:coby.jones@firehousesubs.com">coby.jones@firehousesubs.com</a>	5924 SW 3 <sup>rd</sup> Street	Oklahoma City	OK 73127
OKLAHOMA	Oklahoma Bucket Brigade, LLC P: Jason Steele P.O. Box 1150 Tontitown, AR 72770 (479) 409-0736 <a href="mailto:jsteele@firehousesubs.com">jsteele@firehousesubs.com</a>	9538 N. Garnett Road	Owasso	OK 74055
OKLAHOMA	Oklahoma Bucket Brigade, LLC P: Jason Steele P.O. Box 1150 Tontitown, AR 72770 (479) 409-0736 <a href="mailto:jsteele@firehousesubs.com">jsteele@firehousesubs.com</a>	6630 S. Memorial Drive	Tulsa	OK 74133
OKLAHOMA	Tulsa Rescue, LLC P: Jason Steele 6630 S. Memorial Drive Tulsa, OK 74133 (479) 409-3612 <a href="mailto:jsteele@firehousesubs.com">jsteele@firehousesubs.com</a>	7030 South Lewis Ave., Suite A	Tulsa	OK 74136

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OREGON	V1 Restaurant Group, LLC P: Brandon C. Ensley 926 N. Baker Street Canby, OR 97013 (425) 359-8237 <a href="mailto:brandon.ensley@firehousesubs.com">brandon.ensley@firehousesubs.com</a>	2755 SW Cedar Hills Blvd, Suite 102	Beaverton	OR 97005
OREGON	V1 Restaurant Group, LLC P: Brandon C. Ensley 926 N. Baker Street Canby, OR 97013 (425) 359-8237 <a href="mailto:brandon.ensley@firehousesubs.com">brandon.ensley@firehousesubs.com</a>	9120 SW Hall Boulevard, Suite C	Beaverton	OR 97223
OREGON	River City Subs, Inc. P: Jennifer Pettit 15885 SE Kingbird Drive Happy Valley, OR 97015 (503) 539-8647 <a href="mailto:jenny.pettit@firehousesubs.com">jenny.pettit@firehousesubs.com</a>	2442 SE Burnside Road	Gresham	OR 97080
OREGON	V4 Enterprises LLC P: Brandon C. Ensley 926 N. Baker Street Canby, OR 97013 (425) 359-8237 <a href="mailto:brandon.ensley@firehousesubs.com">brandon.ensley@firehousesubs.com</a>	5930 Ulali Drive NE	Keizer	OR 97303
OREGON	V5 Enterprises LLC P: Brandon C. Ensley 926 N. Baker Street Canby, OR 97013 (425) 359-8237 <a href="mailto:brandon.ensley@firehousesubs.com">brandon.ensley@firehousesubs.com</a>	540 NE Highway 99W, Suite A	McMinnville	OR 97128

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OREGON	RKS Enterprises, Inc. P: Richard P. Summers 2677 Beall Lane Central Point, OR 97502 (541) 944-2208 <a href="mailto:richard.summers@firehousesubs.com">richard.summers@firehousesubs.com</a>	625 Medford Center	Medford	OR 97504
OREGON	River City Subs, Inc. P: Jennifer Pettit 15885 SE Kingbird Drive Happy Valley, OR 97015 (503) 539-8647 <a href="mailto:jenny.pettit@firehousesubs.com">jenny.pettit@firehousesubs.com</a>	3810 Commercial Street SE	Salem	OR 97302
OREGON	RKS Enterprises, Inc. P: Richard Summers 2677 Beall Lane Central Point, OR 97502 (541) 944-2208 <a href="mailto:richard.summers@firehousesubs.com">richard.summers@firehousesubs.com</a>	2820 Gateway Street, Suite MT-104	Springfield	OR 97477
OREGON	V1 Restaurant Group, LLC P: Brandon C. Ensley 926 N. Baker Street Canby, OR 97013 (425) 359-8237 <a href="mailto:brandon.ensley@firehousesubs.com">brandon.ensley@firehousesubs.com</a>	7665 SW Nyberg Street	Tualatin	OR 97062
PENNSYLVANIA	S & L Foods, LLC P: Bill Frye P.O. Box 623 East Butler, PA 16029 (412) 228-8166 <a href="mailto:bill.frye@firehousesubs.com">bill.frye@firehousesubs.com</a>	620 Butler Crossing, Suite 1	Butler Township	PA 16001

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
PENNSYLVANIA	D & D Carlisle, LLC P: Darrin Atlas 22120 Bell Farm Way Leonardtwn, MD 20650 (240) 298-7021 <a href="mailto:Darrin.atlas@firehousesubs.com">Darrin.atlas@firehousesubs.com</a>	10 Noble Boulevard, Suite 5	Carlisle	PA 17013
PENNSYLVANIA	JAW Stretchin' Subs, LLC P: Joseph Walsh 610 Oak Tree Court Bridgeville, PA 15017 (4120) 883-0825 <a href="mailto:joseph.walsh@firehousesubs.com">joseph.walsh@firehousesubs.com</a>	20436 US Highway 19	Cranberry Township	PA 16066
PENNSYLVANIA	Moon and Charlton, LLC P: Byron Moon 3106 Buffalo Road Erie, PA 16510 (814) 860-6338 <a href="mailto:Byron.moon@firehousesubs.com">Byron.moon@firehousesubs.com</a>	7165 Peach Street	Erie	PA 16509
PENNSYLVANIA	Moon and Charlton, LLC P: Byron J. Moon 3106 Buffalo Road Erie, PA 16510 (814) 860-6338 <a href="mailto:byron.moon@firehousesubs.com">byron.moon@firehousesubs.com</a>	2203 West 12th Street	Erie	PA 16510
PENNSYLVANIA	IMOJOEL, INC. P: John Kramer 2 Benjamin Drive Jeannette, PA 15644 (724) 454-7914 <a href="mailto:john.kramer@firehousesubs.com">john.kramer@firehousesubs.com</a>	5109-B Route 30	Greensburg	PA 15601

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PENNSYLVANIA	Krick1575, LLC P: Kristal Eckert 1761 2 <sup>nd</sup> Ave. York, PA 17403 (717) 577-4276 <a href="mailto:kristal.eckert@firehousesubs.com">kristal.eckert@firehousesubs.com</a>	100 Eisenhower Drive, Suite 220	Hanover	PA 17331
PENNSYLVANIA	Mojo Foods, Inc, P: Melissa Kreutzberger 347 Southmont Blvd. Johnstown, PA 15905 (814) 242-4250 <a href="mailto:melissa.kreutzberger@firehousesubs.com">melissa.kreutzberger@firehousesubs.com</a>	1513 Scalp Ave., Suite 60	Johnstown	PA 15904
PENNSYLVANIA	Baluga Bay Enterprise, LLC P: Loretta Mehiel 68 Greenbriar Drive Elizabethtown, Pennsylvania 17022 (717) 479-0858 <a href="mailto:loretta.mehiel@firehousesubs.com">loretta.mehiel@firehousesubs.com</a>	120 Rohrerstown Road, Suite 8A	Lancaster	PA 17603
PENNSYLVANIA	KRA Enterprises, LLC P: Abeer Kronawetter 182 Fireside Drive McMurray, PA 15317 (724) 288-8948 <a href="mailto:abeer.kronawetter@firehousesubs.com">abeer.kronawetter@firehousesubs.com</a>	126 Gallery Drive	McMurray	PA 15317
PENNSYLVANIA	Youngstown Sub Club, LLC P: Diane Gregg 366 Kathleen Drive Jefferson, OH 44047 (440) 812-2233 <a href="mailto:diane.gregg@firehousesubs.com">diane.gregg@firehousesubs.com</a>	100 Beaver Valley Mall Blvd #2	Monaca	PA 15061

<b>STATE</b>	<b>FRANCHISEE NAME &amp; MAILING ADDRESS</b>	<b>RESTAURANT STREET ADDRESS</b>	<b>RESTAURANT CITY</b>	<b>RESTAURANT STATE AND ZIP CODE</b>
PENNSYLVANIA	B&D Robinson 1, LLC P: Robert Lingsch 5090 Ridge Road Courtland, OH 44410 (330) 608-7003 <a href="mailto:robert.lingsch@firehousesubs.com">robert.lingsch@firehousesubs.com</a>	320 McHolme Drive	Pittsburgh	PA 15275
PENNSYLVANIA	Squad 8 LLC P: Angela Swartz 3108 Clubhouse Circle Washington, PA 15301 (412) 251-1687 <a href="mailto:angela.swartz@firehousesubs.com">angela.swartz@firehousesubs.com</a>	378 Washington Road	Washington	PA 15301
PENNSYLVANIA	Krick24, LLC P: Kristal Eckert 1761 2nd Avenue York, PA 17403 (717) 577-4276 <a href="mailto:kristal.eckert@firehousesubs.com">kristal.eckert@firehousesubs.com</a>	2531 East Market Street	York	PA 17402
PUERTO RICO	Latin America Subs, LLC P: Aniceto Solares P.O. Box 366999 San Juan, PR 00936 (787) 220-4127 <a href="mailto:asolares@firehousesubs.com">asolares@firehousesubs.com</a>	Carr #2 Int. 107 Lote E Aguadilla Town Center	Aguadilla	PR 00603
PUERTO RICO	Latin America Subs, LLC P: Aniceto Solares P.O. Box 366999 San Juan, PR 00936 (787) 220-4127 <a href="mailto:asolares@firehousesubs.com">asolares@firehousesubs.com</a>	Carretera 830 Km 0.5 Barrio Cerro Gordo	Bayamon	PR 00957



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PUERTO RICO	Latin America Subs, LLC P: Aniceto Solares P.O. Box 366999 San Juan, PR 00936 (787) 220-4127 <a href="mailto:asolares@firehousesubs.com">asolares@firehousesubs.com</a>	Intersection of 156 & Los Prados Blvd.	Caguas	PR 00727
PUERTO RICO	Latin America Subs, LLC P: Aniceto Solares P.O. Box 366999 San Juan, PR 00936 (787) 220-4127 <a href="mailto:asolares@firehousesubs.com">asolares@firehousesubs.com</a>	Plaza Canovanas Local B18B PR-3 KM 17.8 Esquina PR-188	Canovanas	PR 00729
PUERTO RICO	Latin America Subs, LLC P: Aniceto Solares P.O. Box 366999 San Juan, PR 00936 (787) 220-4127 <a href="mailto:asolares@firehousesubs.com">asolares@firehousesubs.com</a>	Perez Hermanos Plaza Carretera #1 KM 56.2	Cayey	PR 00736
PUERTO RICO	Latin America Subs, LLC P: Aniceto Solares P.O. Box 366999 San Juan, PR 00936 (787) 220-4127 <a href="mailto:asolares@firehousesubs.com">asolares@firehousesubs.com</a>	State Road 3 Carr. 698	Dorado	PR 00646
PUERTO RICO	Latin America Subs, LLC P: Aniceto Solares P.O. Box 366999 San Juan, PR 00936 (787) 220-4127 <a href="mailto:asolares@firehousesubs.com">asolares@firehousesubs.com</a>	Avenue Gonzalez Giusti	Guaynabo	PR 00968

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PUERTO RICO	Latin America Subs, LLC P: Aniceto Solares P.O. Box 366999 San Juan, PR 00936 (787) 220-4127 <a href="mailto:asolares@firehousesubs.com">asolares@firehousesubs.com</a>	Los Jardines de Guaynabo Mall Marginal Expreso Martinez Nadal 21B	Guaynabo	PR 00969
PUERTO RICO	Latin America Subs, LLC P: Aniceto Solares P.O. Box 366999 San Juan, PR 00936 (787) 220-4127 <a href="mailto:asolares@firehousesubs.com">asolares@firehousesubs.com</a>	State Road PR-2 Int. PR-130	Hatillo	PR 00659
PUERTO RICO	Puerto Rico 5 Alarm, LLC P: Aniceto Solares P.O. Box 366999 San Juan, PR 00936 (787) 220-4127 <a href="mailto:asolares@firehousesubs.com">asolares@firehousesubs.com</a>	Intersection of SR 30 with SR 31	Juncos	PR 00777
PUERTO RICO	Latin America Subs, LLC P: Aniceto Solares P.O. Box 366999 San Juan, PR 00936 (787) 220-4127 <a href="mailto:asolares@firehousesubs.com">asolares@firehousesubs.com</a>	Carr #1 KM. 159.5 Barrio Guanajibo West End Plaza	Mayaguez	PR 00682
PUERTO RICO	Latin America Subs, LLC P: Aniceto Solares P.O. Box 366999 San Juan, PR 00936 (787) 220-4127 <a href="mailto:asolares@firehousesubs.com">asolares@firehousesubs.com</a>	Reina del Sur Shopping Center B1 Avenue Baramaya	Ponce	PR 00962

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PUERTO RICO	Latin America Subs, LLC P: Aniceto Solares P.O. Box 366999 San Juan, PR 00936 (787) 220-4127 <a href="mailto:asolares@firehousesubs.com">asolares@firehousesubs.com</a>	525 Roosevelt Avenue Plaza Las Americas Shopping Center, Food Court Local 320	San Juan	PR 00921
PUERTO RICO	Latin America Subs, LLC P: Aniceto Solares P.O. Box 366999 San Juan, PR 00936 (787) 220-4127 <a href="mailto:asolares@firehousesubs.com">asolares@firehousesubs.com</a>	Los Palacios Mall Carretera 167 KM	Toa Baja	PR 00953
RHODE ISLAND	Morya LLC P: Sejalben Patel 15 Knollwood Circle Weymouth, MA 02188 (339) 205-8564 <a href="mailto:sejalben.patel@firehousesubs.com">sejalben.patel@firehousesubs.com</a>	1000 Chapel View Boulevard, Suite 1	Cranston	RI 02920
SOUTH CAROLINA	Downey Foods, LLC P: Kirk Downey 180 Arrowhead Lake Rd. N. Augusta, SC 28960 (803) 215-3768 <a href="mailto:kdowney@firehousesubs.com">kdowney@firehousesubs.com</a>	152 S. Aiken Lane	Aiken	SC 29803
SOUTH CAROLINA	Downey Foods, LLC P: Kirk Downey 180 Arrowhead Lake Rd. N. Augusta, SC 28960 (803) 215-3768 <a href="mailto:kdowney@firehousesubs.com">kdowney@firehousesubs.com</a>	3555 Richland Avenue W.	Aiken	SC 29801

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SOUTH CAROLINA	Smoke-N-Arrows Restaurant Group, LLC P: Shelton Pace 3321 N. Main Street, Suite D Anderson, SC 29621 (864) 415-4858 <a href="mailto:space@firehousesubs.com">space@firehousesubs.com</a>	3321 N. Main Street, Suite D	Anderson	SC 29621
SOUTH CAROLINA	Mama Vilas Sandwich Works, LLC P: Mitul Desai P.O. Box 0993. Beaufort, SC 29901 (843) 986-8300 <a href="mailto:mdesai@firehousesubs.com">mdesai@firehousesubs.com</a>	2219 Boundary Street	Beaufort	SC 29902
SOUTH CAROLINA	Liquid Fire LLC P: Chad Weaver 199 Penrose Drive Savannah, GA 31410 (904) 631-7815 <a href="mailto:cweaver@firehousesubs.com">cweaver@firehousesubs.com</a>	32 Malphrus Road	Bluffton	SC 29910
SOUTH CAROLINA	Fire Brigade Restaurant Group, Inc. P: Iraj Ghorbani 781 E. Long Bay Drive Inman, SC 29349 (864) 357-8952 <a href="mailto:oghorbani@firehousesubs.com">oghorbani@firehousesubs.com</a>	3605 Boiling Springs Rd., Hwy. 9	Boiling Springs	SC 29316
SOUTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (404) 290-9044 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	2184-B W. DeKalb Street	Camden	SC 29020

<b>STATE</b>	<b>FRANCHISEE NAME &amp; MAILING ADDRESS</b>	<b>RESTAURANT STREET ADDRESS</b>	<b>RESTAURANT CITY</b>	<b>RESTAURANT STATE AND ZIP CODE</b>
SOUTH CAROLINA	Second Alarm Restaurant Group, Inc. P: Kevin Hatton 1722 Villa Maison Mt. Pleasant, SC 29464 (843) 532-1516 <a href="mailto:khatton@firehousesubs.com">khatton@firehousesubs.com</a>	1836 Ashley River Rd., Suite 170	Charleston	SC 29407
SOUTH CAROLINA	Nolex, LLC P: Kevin Hatton 1722 Villa Maison Mt. Pleasant, SC 29464 (843) 532-1516 <a href="mailto:khatton@firehousesubs.com">khatton@firehousesubs.com</a>	3032 W. Montague, Unit 104	Charleston	SC 29418
SOUTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (404) 290-9044 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	633 Main Street	Columbia	SC 29201
SOUTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (404) 290-9044 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	150-A Harbison Boulevard	Columbia	SC 29212
SOUTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (404) 290-9044 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	3250 Forest Drive	Columbia	SC 29204

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SOUTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (404) 290-9044 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	1516 Ellie Drive, Suite 104	Columbia	SC 29203
SOUTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (843) 679-9633 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	6041-A Garners Ferry Road	Columbia	SC 29209
SOUTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (404) 290-9044 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	152-A Middle Ridge Avenue	Conway	SC 29526
SOUTH CAROLINA	Fire Brigade Restaurant Group, Inc. P: Iraj Ghorbani 450 Ashley Oaks Dr. Moore, SC 29369 (864) 357-8952 <a href="mailto:oghorbani@firehousesubs.com">oghorbani@firehousesubs.com</a>	1634 E. Main Street	Duncan	SC 29334
SOUTH CAROLINA	Palmetto Sub House, LLC P: Brian Hammond 807 Main St. Spartanburg, SC 29302 (864) 431-7713 <a href="mailto:bhammond@firehousesubs.com">bhammond@firehousesubs.com</a>	6310 Calhoun Memorial Highway	Easley	SC 29640

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SOUTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (404) 290-9044 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	1925 Mountain Laurel Court	Florence	SC 29505
SOUTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (404) 290-9044 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	3007-B West Radio Drive	Florence	SC 29501
SOUTH CAROLINA	Tiricorp Enterprises, Inc. P: Robert Tirinato 1411 Plantation Hills Drive Rock Hill, SC 29732 (803) 322-0834 <a href="mailto:robert.tirinato@firehousesubs.com">robert.tirinato@firehousesubs.com</a>	1826 Highway 160 W, Suite 106	Fort Mill	SC 29708
SOUTH CAROLINA	Subperb Sandwiches Gaffney, LLC P: Jay Andrews 3660 Norman View Drive Sherrills Ford, NC 28673 (706) 844-3509 <a href="mailto:jay.andrews@firehousesubs.com">jay.andrews@firehousesubs.com</a>	1542 W. Floyd Baker Boulevard	Gaffney	SC 29341
SOUTH CAROLINA	Goldsmith Development, Inc. P: Elliott Goldsmith P.O. Box 8757 Greenville, SC 29604 (864) 363-5620 <a href="mailto:egoldsmith@firehousesubs.com">egoldsmith@firehousesubs.com</a>	765 Haywood Road, Suite B-3	Greenville	SC 29607

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SOUTH CAROLINA	Goldsmith Development, Inc. P: Elliott Goldsmith P.O. Box 8757 Greenville, SC 29604 (864) 363-5620 <a href="mailto:egoldsmith@firehousesubs.com">egoldsmith@firehousesubs.com</a>	1781 Woodruff Road	Greenville	SC 29607
SOUTH CAROLINA	Downey Foods, LLC P: Kirk Downey 180 Arrowhead Lake Rd. N. Augusta, SC 28960 (803) 215-3768 <a href="mailto:kdowney@firehousesubs.com">kdowney@firehousesubs.com</a>	310 Highway 72 Bypass NW	Greenwood	SC 29649
SOUTH CAROLINA	Goldsmith Development, Inc. P: Elliott Goldsmith P.O. Box 8757 Greenville, SC 29604 (864) 363-5620 <a href="mailto:egoldsmith@firehousesubs.com">egoldsmith@firehousesubs.com</a>	1205-A West Wade Hampton Blvd.	Greer	SC 29650
SOUTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (404) 290-9044 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	10092 Charlotte Hwy., Suite 101	Indian Land	SC 29707
SOUTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (404) 290-9044 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	7467 St. Andrews Road	Irmo	SC 29063



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SOUTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (404) 290-9044 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	109 Old Chapin Road	Lexington	SC 29072
SOUTH CAROLINA	Goldsmith Development, Inc. P: Elliott Goldsmith P.O. Box 8757 Greenville, SC 29604 (864) 363-5620 <a href="mailto:egoldsmith@firehousesubs.com">egoldsmith@firehousesubs.com</a>	301 W. Butler Road, Unit C	Mauldin	SC 29662
SOUTH CAROLINA	Three Alarm Subs, Inc. P: Bryan Paquin 1615 Highland View Court Orange Park, FL 32003 (904) 591-7581 <a href="mailto:bpaquin@firehousesubs.com">bpaquin@firehousesubs.com</a>	469 N. US Highway 52, Suite D	Moncks Corner	SC 29461
SOUTH CAROLINA	AJ Hatton, LLC P: Kevin Hatton 1722 Villa Maison Mt. Pleasant, SC 29464 (843) 532-1516 <a href="mailto:khatton@firehousesubs.com">khatton@firehousesubs.com</a>	623 Johnnie Dodds Boulevard	Mount Pleasant	SC 29465
SOUTH CAROLINA	Fireside Restaurant Company, Inc. P: Steven Duncan P.O. Box 50820 Myrtle Beach, SC 29579 (843) 236-8089 <a href="mailto:sduncan@firehousesubs.com">sduncan@firehousesubs.com</a>	1211 38th Avenue North	Myrtle Beach	SC 29577

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SOUTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (404) 290-9044 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	3068 Dick Pond Road, Unit 3	Myrtle Beach	SC 29588
SOUTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (404) 290-9044 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	1214 Wilson Road	Newberry	SC 29108
SOUTH CAROLINA	FH Augusta, LLC P: Larry Richard P.O. Box 213145 Martinez, GA 30917 (205) 441-2722 <a href="mailto:lrichard@firehousesubs.com">lrichard@firehousesubs.com</a>	1237 Knox Avenue North	North Augusta	SC 29841
SOUTH CAROLINA	Second Alarm Restaurant Group, Inc. P: Kevin Hatton 1722 Villa Maison Mt. Pleasant, SC 29464 (843) 532-1516 <a href="mailto:khatton@firehousesubs.com">khatton@firehousesubs.com</a>	7250 Rivers Ave., Bldg. 200, Suite 5	North Charleston	SC 29406
SOUTH CAROLINA	Three Alarm Subs, Inc. P: Bryan Paquin 560 Hwy 17 North N. Myrtle Beach, SC 29582 (904) 591-7581 <a href="mailto:bpaquin@firehousesubs.com">bpaquin@firehousesubs.com</a>	8966 University Blvd., Suite 101	North Charleston	SC 29406

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SOUTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (843) 679-9633 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	560 Highway 17 North	North Myrtle Beach	SC 29582
SOUTH CAROLINA	Goldsmith Development, LLC P: Elliott Goldsmith PO Box 8757 Greenville, SC 29604 (864) 363-5620 <a href="mailto:egoldsmith@firehousesubs.com">egoldsmith@firehousesubs.com</a>	3427 Highway 153	Powdersville	SC 29673
SOUTH CAROLINA	Tiricorp Enterprises, Inc. P: Robert Tirinato 1411 Plantation Hills Drive Rock Hill, SC 29732 (803) 322-0834 <a href="mailto:robert.tirinato@firehousesubs.com">robert.tirinato@firehousesubs.com</a>	1969 Canterbury Glen Lane, Suite 108	Rock Hill	SC 29730
SOUTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (843) 679-9633 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	2674 Celanese Road, Suite 109	Rock Hill	SC 29732
SOUTH CAROLINA	Palmetto Sub House, LLC P: Brian Hammond 807 Main St. Spartanburg, SC 29302 (864) 431-7713 <a href="mailto:bhammond@firehousesubs.com">bhammond@firehousesubs.com</a>	1026 Bypass 123, Suite B	Seneca	SC 29678

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SOUTH CAROLINA	Goldsmith Development, Inc. P: Elliott Goldsmith P.O. Box 8757 Greenville, SC 29604 (864) 363-5620 <a href="mailto:egoldsmith@firehousesubs.com">egoldsmith@firehousesubs.com</a>	679 Fairview Road	Simpsonville	SC 29680
SOUTH CAROLINA	Fire Brigade Restaurant Group, Inc. P: Iraj Ghorbani 781 E. Long Bay Drive Inman, SC 29349 (864) 357-8952 <a href="mailto:oghorbani@firehousesubs.com">oghorbani@firehousesubs.com</a>	127 E. Blackstock Rd., Suite 700	Spartanburg	SC 29301
SOUTH CAROLINA	Fire Brigade Restaurant Group, Inc. P: Iraj Ghorbani 781 E. Long Bay Drive Inman, SC 29349 (864) 357-8952 <a href="mailto:oghorbani@firehousesubs.com">oghorbani@firehousesubs.com</a>	159 S. Pine Street, Suite A	Spartanburg	SC 29302
SOUTH CAROLINA	Three Alarm Subs, Inc. P: Bryan Paquin, Jr. 1615 Highland View Court Orange Park, FL 32003 (904) 591-7581 <a href="mailto:bpaquin@firehousesubs.com">bpaquin@firehousesubs.com</a>	220-C Azalea Square	Summerville	SC 29483
SOUTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (404) 290-9044 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	1297 Broad Street	Sumter	SC 29150

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SOUTH CAROLINA	Fireside Restaurant Company P: Steven Duncan P.O. Box 50820 Myrtle Beach, SC 29579 (843) 236-8089 <a href="mailto:sduncan@firehousesubs.com">sduncan@firehousesubs.com</a>	1610 Hwy. 17 Business S.	Surfside Beach	SC 29575
SOUTH CAROLINA	Fire Brigade Restaurant Group, Inc. P: Iraj Ghorbani 781 E. Long Bay Drive Inman, SC 29349 (864) 357-8952 <a href="mailto:oghorbani@firehousesubs.com">oghorbani@firehousesubs.com</a>	3023 Wade Hampton Blvd., Suite A	Taylors	SC 29687
SOUTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (404) 290-9044 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	2805-B Sunset Boulevard	West Columbia	SC 29169
SOUTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (404) 290-9044 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	2301 Augusta Road	West Columbia	SC 29169
SOUTH DAKOTA	Brookings FHS 8, LLC P: Eric Engelstad 2608 W. 95 <sup>th</sup> Street Sioux Falls, SD 57108 (605) 880-0102 <a href="mailto:eric.engelstad@firehousesubs.com">eric.engelstad@firehousesubs.com</a>	2304 6th Street	Brookings	SD 57006

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
SOUTH DAKOTA	Engelstad FHS One, LLC P: Eric Engelstad 2608 W. 95 <sup>th</sup> Street Sioux Falls, SD 57108 (605) 880-0102 <a href="mailto:eric.engelstad@firehousesubs.com">eric.engelstad@firehousesubs.com</a>	3504 W. 41st Street	Sioux Falls	SD 57106
SOUTH DAKOTA	Engelstad FHS Three, LLC P: Eric Engelstad 2608 W. 95 <sup>th</sup> Street Sioux Falls, SD 57108 (605) 880-0102 <a href="mailto:eric.engelstad@firehousesubs.com">eric.engelstad@firehousesubs.com</a>	5200 E. Arrowhead Parkway	Sioux Falls	SD 57110
SOUTH DAKOTA	Engelstad FHS Four, LLC P: Eric L. Engelstad 2608 W. 95 <sup>th</sup> Street Sioux Falls, SD 57108 (605) 880-0102 <a href="mailto:eric.engelstad@firehousesubs.com">eric.engelstad@firehousesubs.com</a>	2702 9th Avenue S.E.	Watertown	SD 57201
TENNESSEE	Black Dog Investments, LLC P: Lee Smith 1441 Guthrie Drive NW, Suite 200 Cleveland, TN 37311 (423) 920-5506 <a href="mailto:lee.smith@firehousesubs.com">lee.smith@firehousesubs.com</a>	1812 Decatur Place	Athens	TN 37303
TENNESSEE	J&J Hospitality, LLC P: John Spoon 325 Mealer Street Franklin, TN 37067 (410) 262-8926 <a href="mailto:john.spoon@firehousesubs.com">john.spoon@firehousesubs.com</a>	700 Old Hickory Blvd., Suite 201	Brentwood	TN 37027

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
TENNESSEE	Greater Chattanooga Restaurant Group, LLC P: David Pifer 2115 River Watch Drive Soddy Daisy, TN 37379 (423) 314-4681 <a href="mailto:dpifer@firehousesubs.com">dpifer@firehousesubs.com</a>	3849 Dayton Blvd., Suite 101	Chattanooga	TN 37415
TENNESSEE	Greater Chattanooga Restaurant Group, LLC P: David Pifer 2115 River Watch Drive Soddy Daisy, TN 37379 (423) 314-4681 <a href="mailto:dpifer@firehousesubs.com">dpifer@firehousesubs.com</a>	1820 Gunbarrel Rd., Suite 700	Chattanooga	TN 37421
TENNESSEE	BooCoo Subs, LLC P: Mickey McKeel 701 Osborne Dr. Columbia, TN 38401 (931) 215-0245 <a href="mailto:mickey.mckeel@firehousesubs.com">mickey.mckeel@firehousesubs.com</a>	3075 Wilma Rudolph Blvd., B 4	Clarksville	TN 37040
TENNESSEE	BooCoo Subs, LLC P: Mickey McKeel 701 Osborne Drive Columbia, TN 38401 (931) 215-0245 <a href="mailto:mickey.mckeel@firehousesubs.com">mickey.mckeel@firehousesubs.com</a>	1839 Madison Street Building E	Clarksville	TN 37040
TENNESSEE	Black Dog Investments, LLC P: Lee Smith 1441 Guthrie Drive NW, Suite 200 Cleveland, TN 37311 (423) 920-5506 <a href="mailto:lee.smith@firehousesubs.com">lee.smith@firehousesubs.com</a>	201 Keith Street SW, Suite 18	Cleveland	TN 37311

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TENNESSEE	Black Dog Investments, LLC P: Lee Smith 1441 Guthrie Drive NW, Suite 200 Cleveland, TN 37311 (423) 920-5506 <a href="mailto:lee.smith@firehousesubs.com">lee.smith@firehousesubs.com</a>	615 Paul Huff Parkway	Cleveland	TN 37312
TENNESSEE	Swain Station Inc. P: Linden Swain 7820 Ashley Road Powell, Tennessee 37849 (865) 585-1756 <a href="mailto:linden.swain@firehousesubs.com">linden.swain@firehousesubs.com</a>	2217 N. Charles G. Seivers Boulevard	Clinton	TN 37716
TENNESSEE	Whiddenprise, LLC P: David Whidden 883 Crosswinds Way Collierville, TN 38017 (901) 457-9355 <a href="mailto:david.whidden@firehousesubs.com">david.whidden@firehousesubs.com</a>	910 W. Poplar Ave., Suite 3	Collierville	TN 38017
TENNESSEE	ISP Corp. P: Eddie Byrd 421 Forrest Pointe Drive Murfreesboro, TN 37130 (615) 339-8677 <a href="mailto:eddie.byrd@firehousesubs.com">eddie.byrd@firehousesubs.com</a>	1940 Shady Brook Street	Columbia	TN 38401
TENNESSEE	Tej Subs, LLC P: Chetan Patel 705 Mahler Ave Cookeville, TN 38501 (931) 265-1199 <a href="mailto:chetan.patel@firehousesubs.com">chetan.patel@firehousesubs.com</a>	670 S. Jefferson Avenue	Cookeville	TN 38501



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TENNESSEE	J3L Enterprises, Inc. P: John Parish 715 Woodsedge Drive Eads, TN 38028 (901) 270-9179 <a href="mailto:jparish@firehousesubs.com">jparish@firehousesubs.com</a>	7505 Highway 64, Suite 109	Cordova	TN 38133
TENNESSEE	PRG II LLC P: John Parish 715 Woodsedge Drive Eads, TN 38028 (901) 270-9179 <a href="mailto:jparish@firehousesubs.com">jparish@firehousesubs.com</a>	1400 N. Germantown Parkway Suite 108	Cordova	TN 38016
TENNESSEE	CB Restaurant Group, LLC P: James Blake 1553 Staffwood Road Knoxville, TN 37922 (865) 387-2054 <a href="mailto:jblake@firehousesubs.com">jblake@firehousesubs.com</a>	424 Obed Plaza, Suite 3	Crossville	TN 38555
TENNESSEE	FITFO Investments, LLC P: Lee Smith 1441 Guthrie Drive NW, Suite 200 Cleveland, TN 37311 (423) 920-5506 <a href="mailto:lee.smith@firehousesubs.com">lee.smith@firehousesubs.com</a>	13035 Rhea County Hwy	Dayton	TN 37321
TENNESSEE	Greater Chattanooga Restaurant Group, LLC P: Thomas Davidson 2115 River Watch Drive Soddy Daisy, TN 37379 (423) 314-4681 <a href="mailto:tdavidson@firehousesubs.com">tdavidson@firehousesubs.com</a>	6408 Ringgold Road, Suite C	East Ridge	TN 37412

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TENNESSEE	B Squared Enterprises, LLC P: James Blake 1553 Staffwood Rd. Knoxville, TN 37922 (865) 387-2054 <a href="mailto:jblake@firehousesubs.com">jblake@firehousesubs.com</a>	119 Brooklawn Street	Farragut	TN 37934
TENNESSEE	Way Better Subs III, Inc. P: Mark Watson 1517 Fairhaven Lane Murfreesboro, TN 37128 (615) 351-4739 <a href="mailto:mwatson@firehousesubs.com">mwatson@firehousesubs.com</a>	1844 West McEwen Dr., Suite 120	Franklin	TN 37067
TENNESSEE	Max Management, Inc. P: Reginald Jamerson 10376 Trail Hill Lane Cordova, TN 38016 (901) 791-6033 <a href="mailto:rjamerson@firehousesubs.com">rjamerson@firehousesubs.com</a>	7685 Farmington Blvd., Suite 108	Germantown	TN 38138
TENNESSEE	BMRG, LLC P: Rafael Guevara 1057 Hillview Drive Hendersonville, TN 37075 (615) 838-0722 <a href="mailto:rguevara@firehousesubs.com">rguevara@firehousesubs.com</a>	480 Long Hollow Pike	Goodlettsville	TN 37072
TENNESSEE	BMRG II, LLC P: Rafael Guevara 1057 Hillview Drive Hendersonville, TN 37075 (615) 838-0722 <a href="mailto:rguevara@firehousesubs.com">rguevara@firehousesubs.com</a>	280 Indian Lake Blvd., Suite 120	Hendersonville	TN 37075

<b>STATE</b>	<b>FRANCHISEE NAME &amp; MAILING ADDRESS</b>	<b>RESTAURANT STREET ADDRESS</b>	<b>RESTAURANT CITY</b>	<b>RESTAURANT STATE AND ZIP CODE</b>
TENNESSEE	Way Better Subs V, LLC P: Mark Watson 1517 Fairhaven Lane Murfreesboro, TN 37128 (615) 351-4739 <a href="mailto:mwatson@firehousesubs.com">mwatson@firehousesubs.com</a>	5225 Old Hickory Blvd., Suite 203	Hermitage	TN 37073
TENNESSEE	Greater Chattanooga Restaurant Group, LLC P: Tom Davidson 2115 River Watch Drive Soddy Daisy, TN 37379 (423) 774-3510 <a href="mailto:tdavidson@firehousesubs.com">tdavidson@firehousesubs.com</a>	5546 TN Highway 153, Suite 102	Hixson	TN 37343
TENNESSEE	Whiddenprise, LLC P: David Whidden 883 Crosswinds Way Collierville, TN 38017 (901) 457-9355 <a href="mailto:david.whidden@firehousesubs.com">david.whidden@firehousesubs.com</a>	907 Vann Drive, Suite A & L	Jackson	TN 38305
TENNESSEE	B Squared Enterprises, LLC P: James Blake 1553 Staffwood Rd. Knoxville, TN 37922 (865) 387-2054 <a href="mailto:jblake@firehousesubs.com">jblake@firehousesubs.com</a>	8853 Town & Country Circle	Knoxville	TN 37923
TENNESSEE	B Squared Enterprises, LLC P: James Blake 1553 Staffwood Rd. Knoxville, TN 37922 (865) 387-2054 <a href="mailto:jblake@firehousesubs.com">jblake@firehousesubs.com</a>	128 Buckingham Drive	Knoxville	TN 37909

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TENNESSEE	B Squared Enterprises, LLC P: James Blake 1553 Staffwood Rd. Knoxville, TN 37922 (865) 387-2054 <a href="mailto:jblake@firehousesubs.com">jblake@firehousesubs.com</a>	10728 Hardin Valley Road	Knoxville	TN 37922
TENNESSEE	Fourth Alarm Management, LLC P: Paul Jarrett 5512 Holston Hills Rd. Knoxville, TN 37914 (865) 924-9006 <a href="mailto:pjarrett@firehousesubs.com">pjarrett@firehousesubs.com</a>	1708 W. Cumberland Avenue	Knoxville	TN 37916
TENNESSEE	Fourth Alarm Management, LLC P: Paul Jarrett 5512 Holston Hills Rd. Knoxville, TN 37914 (865) 924-9006 <a href="mailto:pjarrett@firehousesubs.com">pjarrett@firehousesubs.com</a>	5226 N. Broadway	Knoxville	TN 37918
TENNESSEE	Swain Station Inc. P: Linden Swain 7820 Ashley Road Powell, Tennessee 37849 (865) 585-1756 <a href="mailto:linden.swain@firehousesubs.com">linden.swain@firehousesubs.com</a>	2431 Callahan Drive	Knoxville	TN 37912
TENNESSEE	Swain Station Inc. P: Linden Swain 7820 Ashley Road Powell, Tennessee 37849 (865) 585-1756 <a href="mailto:linden.swain@firehousesubs.com">linden.swain@firehousesubs.com</a>	4419 Western Avenue, Suite #101	Knoxville	TN 37920

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
TENNESSEE	Orange Fire Management, Inc. P: Paul Jarrett 5512 Holston Hills Road Knoxville, TN 37914 (865) 924-9006 <a href="mailto:pjarrett@firehousesubs.com">pjarrett@firehousesubs.com</a>	7614 Chapman Highway, #116	Knoxville	TN 37920
TENNESSEE	B Squared Enterprises, LLC P: James Blake 1553 Staffwood Rd. Knoxville, TN 37922 (865) 387-2054 <a href="mailto:jblake@firehousesubs.com">jblake@firehousesubs.com</a>	149 Kelsey Lane, Suite 101	Lenoir City	TN 37772
TENNESSEE	B Squared Enterprises, LLC P: James Blake 1553 Staffwood Road Knoxville, TN 37922 (865) 387-2054 <a href="mailto:jblake@firehousesubs.com">jblake@firehousesubs.com</a>	419 S. Washington Street	Maryville	TN 37804
TENNESSEE	J3L Enterprises, Inc. P: John Parish 715 Woodsedge Drive Eads, TN 38028 (901) 270-9179 <a href="mailto:jparish@firehousesubs.com">jparish@firehousesubs.com</a>	5062 Park Avenue	Memphis	TN 38117
TENNESSEE	Whiddenprise IV, LLC P: John Whidden 776 Bradley Cove Collierville, TN 38017 (901) 258-8641 <a href="mailto:john.whidden@firehousesubs.com">john.whidden@firehousesubs.com</a>	1571 Union Avenue	Memphis	TN 38104

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TENNESSEE	Orange Fire Management, Inc. P: Paul Jarrett 5512 Holston Hills Road Knoxville, TN 37914 (865) 924-9006 <a href="mailto:pjarrett@firehousesubs.com">pjarrett@firehousesubs.com</a>	140 Hatfield Drive, Suite 3	Morristown	TN 37814
TENNESSEE	Way Better Subs IV, LLC P: Mark Watson 1517 Fairhaven Lane Murfreesboro, TN 37128 (615) 351-4739 <a href="mailto:mwatson@firehousesubs.com">mwatson@firehousesubs.com</a>	650 S. Mt. Juliet Rd., Suite 130	Mt. Juliet	TN 37122
TENNESSEE	Way Better Subs II, Inc. P: Mark Watson 1517 Fairhaven Lane Murfreesboro, TN 37128 (615) 351-4739 <a href="mailto:mwatson@firehousesubs.com">mwatson@firehousesubs.com</a>	2018 Medical Center Parkway	Murfreesboro	TN 37129
TENNESSEE	Way Better Subs VI, LLC P: Mark Watson 1517 Fairhaven Lane Murfreesboro, TN 37128 (615) 351-4739 <a href="mailto:mwatson@firehousesubs.com">mwatson@firehousesubs.com</a>	2445 Memorial Boulevard, Suite A	Murfreesboro	TN 37129
TENNESSEE	Way Better Subs VII, LLC P: Mark Watson 1517 Fairhaven Lane Murfreesboro, TN 37128 (615) 351-4739 <a href="mailto:mwatson@firehousesubs.com">mwatson@firehousesubs.com</a>	2854 South Church Street	Murfreesboro	TN 37127

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TENNESSEE	J&J Hospitality, LLC P: John Spoon 325 Mealer Street Franklin, TN 37067 (410) 262-8926 <a href="mailto:John.spoon@firehousesubs.com">John.spoon@firehousesubs.com</a>	6606 Charlotte Pike, Suite 101	Nashville	TN 37205
TENNESSEE	J&J Hospitality, LLC P: John Spoon 325 Mealer Street Franklin, TN 37067 (410) 262-8926 <a href="mailto:John.spoon@firehousesubs.com">John.spoon@firehousesubs.com</a>	708 Thompson Lane	Nashville	TN 37204
TENNESSEE	B Squared Enterprises, LLC P: James Blake 1553 Staffwood Road Knoxville, TN 37922 (865) 387-2054 <a href="mailto:jblake@firehousesubs.com">jblake@firehousesubs.com</a>	1143 Oak Ridge Turnpike, Suite 109	Oak Ridge	TN 37830
TENNESSEE	Greater Chattanooga Restaurant Group, LLC P: Thomas Davidson 2115 River Watch Drive Soddy Daisy, TN 37379 (423) 314-4681 <a href="mailto:tdavidson@firehousesubs.com">tdavidson@firehousesubs.com</a>	9032 Old Lee Highway, Suite 114	Ooltewah	TN 37363
TENNESSEE	B Squared Enterprises, LLC P: James Blake 1553 Staffwood Road Knoxville, TN 37922 (865) 607-2008 <a href="mailto:jblake@firehousesubs.com">jblake@firehousesubs.com</a>	2726 Parkway	Pigeon Forge	TN 37863

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TENNESSEE	Orange Fire Management, LLC P: Paul Jarrett 5512 Holston Hills Rd. Knoxville, TN 37914 (865) 924-9006 <a href="mailto:pjarrett@firehousesubs.com">pjarrett@firehousesubs.com</a>	603 E. Emory Road	Powell	TN 37949
TENNESSEE	B Squared Enterprises, LLC P: James Blake 1553 Staffwood Road Knoxville, TN 37922 (865) 387-2054 <a href="mailto:jblake@firehousesubs.com">jblake@firehousesubs.com</a>	209 Middle Creek Road	Sevierville	TN 37862
TENNESSEE	Way Better Subs, Inc. P: Mark Watson 1517 Fairhaven Lane Murfreesboro, TN 37128 (615) 351-4739 <a href="mailto:mwatson@firehousesubs.com">mwatson@firehousesubs.com</a>	337 Sam Ridley Parkway	Smyrna	TN 37167
TENNESSEE	ISP Corp. P: Eddie Byrd 421 Forrest Pointe Drive Murfreesboro, TN 37130 (615) 339-8677 <a href="mailto:eddie.byrd@firehousesubs.com">eddie.byrd@firehousesubs.com</a>	1000 Crossings Boulevard, Suite 1000	Spring Hill	TN 37174
TEXAS	Smoke N' Bones, LLC P: Chad Fulkerson 249 Ruger Street Tuscola, TX 79562 (325) 280-2681 <a href="mailto:chad.fulkerson@firehousesubs.com">chad.fulkerson@firehousesubs.com</a>	3858 Ridgemont Drive	Abilene	TX 79606



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TEXAS	Allen-Fifth Watch, LLC P: Ryan Franklin 5906 Highland Hills Lane Colleyville, TX 76034 (214) 843-5096 <a href="mailto:ryan.franklin@firehousesubs.com">ryan.franklin@firehousesubs.com</a>	503 W. McDermott Drive, Suite 150	Allen	TX 75013
TEXAS	BWSW, LLC P: Bradley Watkins 3717 Center Street, Suite E Deer Park, TX 77536 (713) 855-1525 <a href="mailto:bwatkins@firehousesubs.com">bwatkins@firehousesubs.com</a>	253 Bypass 35 N., Suite C	Alvin	TX 77511
TEXAS	JS One.4 LLC P: Coby Jones 10608 Toledo Avenue Lubbock, TX 79424 (806) 789-9042 <a href="mailto:coby.jones@firehousesubs.com">coby.jones@firehousesubs.com</a>	1901 S. Georgia	Amarillo	TX 79109
TEXAS	JS One.5 LLC P: Coby Jones 10608 Toledo Avenue Lubbock, TX 79424 (806) 789-9042 <a href="mailto:coby.jones@firehousesubs.com">coby.jones@firehousesubs.com</a>	3450 S. Soncy Rd. Suite 100	Amarillo	TX 79119
TEXAS	Fire Dancer Arlington LLC P: Jay Robinson 3917 Duval Drive Carrollton, TX 75010 (469) 289-7499 <a href="mailto:jay.robinson@firehousesubs.com">jay.robinson@firehousesubs.com</a>	1001 West Arbrook Boulevard	Arlington	TX 76015
TEXAS	Six Red Chefs, LLC P: Laura Phillips PO Box 27365 Cedar Park, TX 78755 (512) 947-2862 <a href="mailto:lphillips@firehousesubs.com">lphillips@firehousesubs.com</a>	7318 McNeil Drive, Suite 105	Austin	TX 78729

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TEXAS	CTRG Station 1, Inc. P: Vicky Eckel 1025 Challenger Lakeway, TX 78734 (512) 784-6747 <a href="mailto:vicky.eckel@firehousesubs.com">vicky.eckel@firehousesubs.com</a>	4301 W. William Cannon Drive Bldg. B, Suite 180	Austin	TX 78749
TEXAS	CTRG Station 5, LLC P: Vicky Eckel 1025 Challenger Lakeway, TX 78734 (512) 784-6747 <a href="mailto:vicky.eckel@firehousesubs.com">vicky.eckel@firehousesubs.com</a>	11101 Burnet Road, Suite A-120	Austin	TX 78758
TEXAS	BWSW, LLC P: Bradley Watkins 3717 Center Street, Suite E Deer Park, TX 77536 (713) 855-1525 <a href="mailto:bwatkins@firehousesubs.com">bwatkins@firehousesubs.com</a>	6405 Garth Road, Suite 100	Baytown	TX 77521
TEXAS	Fire Dancer Burleson Inc. P: Jay Robinson 3917 Duval Drive Carrollton, TX 75010 (469) 289-7499 <a href="mailto:jay.robinson@firehousesubs.com">jay.robinson@firehousesubs.com</a>	12650 South Freeway	Burleson	TX 76028
TEXAS	MTB Family Investments, LLC P: Myong Banks 106 Cedar Drive Red Bank, TX 75154 (972) 358-4810 <a href="mailto:myong.banks@firehousesubs.com">myong.banks@firehousesubs.com</a>	352 N. Hwy. 67, Suite C	Cedar Hill	TX 75104

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TEXAS	CTRG Station 1 Incorporated P: Vicky Eckel 1025 Challenger Lakeway, TX 78737 (512) 784-6747 <a href="mailto:vicky.eckel@firehousesubs.com">vicky.eckel@firehousesubs.com</a>	1540 Cypress Creek Road	Cedar Park	TX 78613
TEXAS	The Big Six, LLC P: Laura Phillips PO Box 27365 Cedar Park, TX 78755 (512) 947-2862 <a href="mailto:lphillips@firehousesubs.com">lphillips@firehousesubs.com</a>	1465 E. Whitestone Blvd., Suite H-340	Cedar Park	TX 78613
TEXAS	Houston Pizza Venture, LP P: Keith Sullins 13131 Champions Drive Suite 110 Houston, TX 77069 (832) 473-0837 <a href="mailto:keith.sullins@firehousesubs.com">keith.sullins@firehousesubs.com</a>	1507 S. Texas Avenue	College Station	TX 77840
TEXAS	Sewbow, LLC P: Jill Jackson 167 Bowden Rd. Huntsville, TX 77340 (832) 262-7842 <a href="mailto:jjackson@firehousesubs.com">jjackson@firehousesubs.com</a>	3021 I-45 North	Conroe	TX 77304
TEXAS	CTRG Station 8, LLC P: Vicky Eckel 1025 Challenger Lakeway, TX 78734 (512) 784-6747 <a href="mailto:vicky.eckel@firehousesubs.com">vicky.eckel@firehousesubs.com</a>	6418 S. Staples Street, Suite 140	Corpus Christi	TX 78413

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
TEXAS	Houston Subs Unlimited, LLC P: Keith Sullins 13131 Champions Drive Suite 110 Houston, TX 77069 (832) 473-0837 <a href="mailto:keith.sullins@firehousesubs.com">keith.sullins@firehousesubs.com</a>	17400 Spring Cypress, Suite 100-B	Cypress	TX 77429
TEXAS	FHS DFW Restaurant Group, LLC P: Ryan Franklin 5906 Highland Hills Lane Colleyville, TX 76034 (214) 843-5096 <a href="mailto:ryan.franklin@firehousesubs.com">ryan.franklin@firehousesubs.com</a>	18208 Preston Road, D-10	Dallas	TX 75252
TEXAS	Southlake Sandwich CSW, LLC P: Josh Dean 1313 McCrae Trail Southlake, TX 76092 (806) 773-7734 <a href="mailto:josh.dean@firehousesubs.com">josh.dean@firehousesubs.com</a>	6411 E. NW Highway, Suite 120	Dallas	TX 75231
TEXAS	Firedog, LLC P: Bradley Watkins 3717 Center Street, Suite E Deer Park, TX 77536 (713) 855-1525 <a href="mailto:bwatkins@firehousesubs.com">bwatkins@firehousesubs.com</a>	3717 Center Street, Suite E	Deer Park	TX 77536
TEXAS	Denton Sandwich CSW, LLC P: Josh Dean 3724 Hulen Street Fort Worth, TX 76107 (806) 773-7734 <a href="mailto:Josh.dean@firehousesubs.com">Josh.dean@firehousesubs.com</a>	2735 W. University Drive, Suite 1059	Denton	TX

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TEXAS	Inventa Ventures, LLC P: Juan Ordaz-Ruiz 315 N. Shary Road, Suite 1050 Mission, TX 78572 (956) 960-7035 <a href="mailto:juan.ordaz@firehousesubs.com">juan.ordaz@firehousesubs.com</a>	4201 South McColl Road	Edinburg	TX 78539
TEXAS	Milean, Inc. P: Juan Martinez 13240 Gloria Elena San Elizario, TX 79849 (915) 549-1417 <a href="mailto:juan.martinez@firehousesubs.com">juan.martinez@firehousesubs.com</a>	8889 Gateway West Blvd., Suite 525	El Paso	TX 79925
TEXAS	Milean, Inc. P: Juan Martinez 13240 Gloria Elena San Elizario, TX 79849 (915) 549-1417 <a href="mailto:juan.martinez@firehousesubs.com">juan.martinez@firehousesubs.com</a>	1505 George Dieter	El Paso	TX 79936
TEXAS	Milean, Inc. P: Juan Martinez 13240 Gloria Elena San Elizario, TX 79849 (915) 549-1417 <a href="mailto:juan.martinez@firehousesubs.com">juan.martinez@firehousesubs.com</a>	436 Redd Road, Suite 103-104	El Paso	TX 79912
TEXAS	Altabanks Holdings LLC P: Martha Altamirano 2516 Goldenrod Ave. Fort Worth, TX 76111 (407) 222-1043 <a href="mailto:martha.altamirano@firehousesubs.com">martha.altamirano@firehousesubs.com</a>	2750 State Highway 121, Suite 500	Euless	TX 76039

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
TEXAS	Danilowicz Family Investments FM, LLC P: Virginia Danilowicz 1620 Harvest Glen Drive Flower Mound, TX 75028 (972) 824-7005 <a href="mailto:virginia.danolowicz@firehousesubs.com">virginia.danolowicz@firehousesubs.com</a>	6100 Long Prairie Road, Suite 150	Flower Mound	TX 75028
TEXAS	SW Adams House, LLC P: Karon Adams 1001 Mistletoe Rd. Benbrook, TX 76126 (904) 654-6417 <a href="mailto:karon.adams@firehousesubs.com">karon.adams@firehousesubs.com</a>	2901 Western Center Blvd., Suite 145	Fort Worth	TX 76131
TEXAS	JAD Cowtown Sandwich Works, LLC P: Josh Dean 3724 Hulen Street Fort Worth, TX 76107 (806) 773-7734 <a href="mailto:josh.dean@firehousesubs.com">josh.dean@firehousesubs.com</a>	9180 N. Freeway, Suite 524	Fort Worth	TX 76177
TEXAS	Rosedale Sandwich CSW, LLC P: Josh Dean 3724 Hulen Street Fort Worth, TX 76107 (806) 773-7734 <a href="mailto:josh.dean@firehousesubs.com">josh.dean@firehousesubs.com</a>	1600 W. Rosedale	Fort Worth	TX 76104
TEXAS	Adams Cowtown Casa, LLC P: Karon Adams 1001 Mistletoe Rd. Benbrook, TX 76126 (904) 654-6417 <a href="mailto:karon.adams@firehousesubs.com">karon.adams@firehousesubs.com</a>	4845 Bryant Irvin Road	Fort Worth	TX 76132

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
TEXAS	FHS DFW Restaurant Group II, LLC P: Ryan Franklin 5906 Highland Hills Lane Colleyville, Texas 76034 (214) 843-5096 <a href="mailto:ryan.franklin@firehousesubs.com">ryan.franklin@firehousesubs.com</a>	501 Alta Mere Drive	Fort Worth	TX 76114
TEXAS	All Fired Up, LLC P: Ryan Franklin 987 LeHigh Lane Allen, TX 75013 (214) 843-5096 <a href="mailto:ryan.franklin@firehousesubs.com">ryan.franklin@firehousesubs.com</a>	3184 Preston Road, Suite 300	Frisco	TX 75034
TEXAS	ROR United LLC P: Vance Reynolds 1213 Port Royal Court Savannah, TX 76227 (903) 815-5461 <a href="mailto:vance.reynolds@firehousesubs.com">vance.reynolds@firehousesubs.com</a>	6025 Main Street	Frisco	TX 75034
TEXAS	FHS DFW Restaurant Group II, LLC P: Ryan Franklin 5906 Highland Hills Lane Colleyville, Texas 76034 (214) 843-5096 <a href="mailto:ryan.franklin@firehousesubs.com">ryan.franklin@firehousesubs.com</a>	5999 Custer Road, Suite 100	Frisco	TX 75035
TEXAS	KC Inspirations, Inc. P: Jennifer Harvey P.O. Box 1081 Cedar Hill, TX 75106 (972) 496-3000 <a href="mailto:jennifer.harvey@firehousesubs.com">jennifer.harvey@firehousesubs.com</a>	3003 N. President George Bush Freeway, Suite 500	Garland	TX 75040

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
TEXAS	KLMA Casa en la Brazos, LLC P: Karon Adams 1001 Mistletoe Road Benbrook, TX 76126 (904) 654-6417 <a href="mailto:karon.adams@firehousesubs.com">karon.adams@firehousesubs.com</a>	325 East Highway 377	Granbury	TX 76048
TEXAS	Kahlon Investments, LLC P: Jagitpal Kahlon 104 Killdeer Court Southlake, TX 76092 (817) 875-3904 <a href="mailto:jay.kahlon@firehousesubs.com">jay.kahlon@firehousesubs.com</a>	1215 West Pioneer Parkway, Suite 220	Grand Prairie	TX 75052
TEXAS	ROR United LLC P: Vance Reynolds 1213 Port Royal Court Savannah, TX 76227 (903) 815-5461 <a href="mailto:vance.reynolds@firehousesubs.com">vance.reynolds@firehousesubs.com</a>	3110 Interstate Hwy. 30, Suite 103	Greenville	TX 75402
TEXAS	El Tamaulipeco Restaurant & Bar, Inc. P: Adriana Vela 4701 Black Street Weslaco, TX 78599 (956) 246-5859 <a href="mailto:adriana.vela@firehousesubs.com">adriana.vela@firehousesubs.com</a>	2709 West Expressway 83 Suite 150	Harlingen	TX 78550
TEXAS	Texas Backdraft, LLC P: Jeff Lepow 4311 Dorothy Street Bellaire, TX 77401 (713) 927-7123 <a href="mailto:jlepow@firehousesubs.com">jlepow@firehousesubs.com</a>	3924 Bellaire Boulevard	Houston	TX 77005



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TEXAS	Fireland in Meyerland, LLC P: Jeff Lepow 4311 Dorothy Street Bellaire, TX 77401 (713) 927-7123 <a href="mailto:jlepow@firehousesubs.com">jlepow@firehousesubs.com</a>	170 Meyerland Plaza, Suite 170	Houston	TX 77096
TEXAS	Houston Restaurant Group, LLC P: Michael McCown 17207 Sky Haven Tomball, TX 77377 (832) 877-6538 <a href="mailto:mmccown@firehousesubs.com">mmccown@firehousesubs.com</a>	12149 FM 1960 W., Suite A	Houston	TX 77065
TEXAS	Houston Restaurant Group, LLC P: Michael McCown 17207 Sky Haven Tomball, TX 77377 (832) 877-6538 <a href="mailto:mmccown@firehousesubs.com">mmccown@firehousesubs.com</a>	9359 Katy Freeway	Houston	TX 77024
TEXAS	NRA Subs Ventures, LLC P: Nutan Bhakta 1315 Pendergrass Trail Sugar Land, TX 77479 (647) 983-9842 <a href="mailto:nutanbhakta@yahoo.com">nutanbhakta@yahoo.com</a>	10916 Westheimer Road	Houston	TX 77042
TEXAS	Zhadee Restaurant Group, Inc. P: Dennis Zelaya 13911 Maximos Drive Houston, TX 77083 (713) 922-2212 <a href="mailto:dennis.zelaya@firehousesubs.com">dennis.zelaya@firehousesubs.com</a>	14520-L Memorial Drive	Houston	TX 77079

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TEXAS	Houston Subs Unlimited, LLC P: Keith Sullins 13131 Champions Drive, Suite 110 Houston, TX 77069 (281) 642-5434 <a href="mailto:keith.sullins@firehousesubs.com">keith.sullins@firehousesubs.com</a>	22556 Tomball Parkway	Houston	TX 77070
TEXAS	Star Sub Ventures III, LLC P: Raj Patel 1315 Pendergrass Trail Sugarland, TX 77479 (512) 577-5038 <a href="mailto:raj.patel@firehousesubs.com">raj.patel@firehousesubs.com</a>	7505 Southwest Freeway, Suite 300	Houston	TX 77074
TEXAS	Zaiden Star LLC P: Raj Patel 1315 Pendergrass Trail Sugarland, TX 77479 (512) 577-5038 <a href="mailto:raj.patel@firehousesubs.com">raj.patel@firehousesubs.com</a>	9473 FM 1960 Bypass West	Humble	TX 77338
TEXAS	Redheaded Stepchild, LLC P: Kimberly Helms 3314 Candleknoll Drive Spring, TX 77388 (281) 948-0293 <a href="mailto:kim.helms@firehousesubs.com">kim.helms@firehousesubs.com</a>	7036 FM 1960 E, Unit A-2	Humble	TX 77346
TEXAS	Janix, LLC P: Jill Jackson 167 Bowden Road Huntsville, TX 77340 (832) 262-7842 <a href="mailto:jjackson@firehousesubs.com">jjackson@firehousesubs.com</a>	235 I-45 South, Suite A	Huntsville	TX 77340

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TEXAS	MacArthur Sandwich CSW, LLC P: Josh Dean 3724 Hulen Street Fort Worth, TX 76107 (806) 773-7734 <a href="mailto:josh.dean@firehousesubs.com">josh.dean@firehousesubs.com</a>	7601 N. MacArthur, Suite 140	Irving	TX 75063
TEXAS	FHS DFW Restaurant Group II, LLC P: Ryan Franklin 5906 Highland Hills Lane Colleyville, Texas 76034 (214) 843-5096 <a href="mailto:ryan.franklin@firehousesubs.com">ryan.franklin@firehousesubs.com</a>	2450 N. Beltline	Irving	TX 75062
TEXAS	Katy Restaurant Group, LLC P: Taha Mohamed 3815 Teresa Cove Lane Katy, TX 77449 (832) 594-5151 <a href="mailto:taha.mohamed@firehousesubs.com">taha.mohamed@firehousesubs.com</a>	20900 Katy Freeway, Suite F-1	Katy	TX 77449
TEXAS	Katy Restaurant Group, LLC P: Taha Mohamed 3815 Teresa Cove Lane Katy, TX 77449 (832) 594-5151 <a href="mailto:taha.mohamed@firehousesubs.com">taha.mohamed@firehousesubs.com</a>	25551 Kingsland Boulevard	Katy	TX 77494
TEXAS	FHS DFW Restaurant Group II, LLC P: Ryan Franklin 5906 Highland Hills Lane Colleyville, Texas 76034 (214) 843-5096 <a href="mailto:ryan.franklin@firehousesubs.com">ryan.franklin@firehousesubs.com</a>	1411 Keller Parkway, Suite 200	Keller	TX 76248

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TEXAS	Firedog II, LLC P: Brad Watkins 3717 Center Street, Suite E Deer Park, TX 77536 (713) 855-1525 <a href="mailto:bwatkins@firehousesubs.com">bwatkins@firehousesubs.com</a>	1000 Lowes Boulevard, Suite B-400	Killeen	TX 76543
TEXAS	CTRG Station 2, LLC P: Vicky Eckel 1025 Challenger Lakeway, TX 78734 (512) 784-6747 <a href="mailto:vicky.eckel@firehousesubs.com">vicky.eckel@firehousesubs.com</a>	5695 Kyle Parkway, Suite 110	Kyle Village	TX 78640
TEXAS	Garam Cha, LLC P: Saadat Khan 5390 Nine Mile Lane Missouri City, TX 77459 (832) 444-4621 <a href="mailto:saadat.khan@firehousesubs.com">saadat.khan@firehousesubs.com</a>	121 Hwy 332 West, Suite E	Lake Jackson	TX 77566
TEXAS	FHS DFW Restaurant Group II, LLC P: Ryan Franklin 5906 Highland Hills Lane Colleyville, Texas 76034 (214) 843-5096 <a href="mailto:ryan.franklin@firehousesubs.com">ryan.franklin@firehousesubs.com</a>	6060 Azle Avenue, Suite 900	Lake Worth	TX 76135
TEXAS	Sub King of Austin, Inc. P: Steve King 12721 Appaloosa Chase Drive Austin, TX 78732 (512) 410-9015 <a href="mailto:steve.king@firehousesubs.com">steve.king@firehousesubs.com</a>	900 Ranch Road 620 S, Suite A110	Lakeway	TX 78734

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
TEXAS	BWSW, LLC P: Bradley Watkins 3717 Center Street, Suite E Deer Park, TX 77536 (713) 855-1525 <a href="mailto:bwatkins@firehousesubs.com">bwatkins@firehousesubs.com</a>	112 Highway 146 South, Suite A	La Porte	TX 77571
TEXAS	Subs on Casa Blanca, LLC P: Elias Saucedo 2622 Vineyard Loop Laredo, TX 78045 (956) 237-1529 <a href="mailto:elias.saucedo@firehousesubs.com">elias.saucedo@firehousesubs.com</a>	2402 Bob Bullock Loop, Unit 5	Laredo	TX 78043
TEXAS	Sauce2 Enterprizes, LLC P: Elias Saucedo 2630 Vineyard Loop Laredo, TX 78045 (956) 764-2824 <a href="mailto:elias.saucedo@firehousesubs.com">elias.saucedo@firehousesubs.com</a>	2438 Monarch Drive, Suite A-160	Laredo	TX 78045
TEXAS	ROR United LLC P: Vance Reynolds 1213 Port Royal Court Savannah, TX 76227 (903) 815-5461 <a href="mailto:vance.reynolds@firehousesubs.com">vance.reynolds@firehousesubs.com</a>	2325 S. Stemmons Freeway Suite 308	Lewisville	TX 75067
TEXAS	Lubbock on Fire, Inc. P: Ollie Wilkins 4507 103rd Street Lubbock. TX 79424 (806) 706-9031 <a href="mailto:owilkins@firehousesubs.com">owilkins@firehousesubs.com</a>	2510 Marsha Sharp Freeway, Ste. 150	Lubbock	TX 79401

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TEXAS	CMK Services, LLC P: Coby Jones 10608 Toledo Ave. Lubbock, TX 79424 (806) 789-9042 <a href="mailto:coby.jones@firehousesubs.com">coby.jones@firehousesubs.com</a>	5027 Milwaukee Ave., Suite 200	Lubbock	TX 79407
TEXAS	JS One 3, LLC P: Coby Jones 10608 Toledo Avenue Lubbock, Texas 79424 (806) 789-9042 <a href="mailto:coby.jones@firehousesubs.com">coby.jones@firehousesubs.com</a>	9810 Slide Road, Suite 500	Lubbock	TX 79424
TEXAS	JAD Cowtown Sandwich Works, LLC P: Josh Dean 3724 Hulen Street Fort Worth, TX 76107 (806) 773-7734 <a href="mailto:josh.dean@firehousesubs.com">josh.dean@firehousesubs.com</a>	2950 Matlock Road	Mansfield	TX 76063
TEXAS	Hasten Group, LLC P: Juan Miguel Ordaz Ruiz 315 N. Shary Rd. Suite 1050 Mission, TX 78572 (806) 706-9031 <a href="mailto:juan.ordaz@firehousesubs.com">juan.ordaz@firehousesubs.com</a>	4901 E Expressway 83, Suite 125	McAllen	TX 78503
TEXAS	FHS DFW Restaurant Group II, LLC P: Ryan Franklin 5906 Highland Hills Lane Colleyville, Texas 76034 (214) 843-5096 <a href="mailto:ryan.franklin@firehousesubs.com">ryan.franklin@firehousesubs.com</a>	2890 Craig Drive	McKinney	TX 75070

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TEXAS	Lee Restaurant Group, LLC P: Ken Lee 1705 Plummer Drive Rockwall, TX 75087 (214) 600-1129 <a href="mailto:ken.lee@firehousesubs.com">ken.lee@firehousesubs.com</a>	18661 LBJ Freeway	Mesquite	TX 75150
TEXAS	Lubbock on Fire, Inc. P: Ollie Wilkins 4507 103rd Street Lubbock, TX 79424 (806) 706-9031 <a href="mailto:owilkins@firehousesubs.com">owilkins@firehousesubs.com</a>	2900 West Loop 250 N., Suite 162	Midland	TX 79705
TEXAS	SHK Group, LLC P: Hanna Ko 2016 Hemison Lane Lewisville, TX 75056 (817) 913-8430 <a href="mailto:hanna.ko@firehousesubs.com">hanna.ko@firehousesubs.com</a>	231 E FM 544, Suite 701	Murphy	TX 75094
TEXAS	CTRG Station 6, LLC P: Vicky Eckel 1025 Challenger Lakeway, TX 78734 (512) 784-6747 <a href="mailto:vicky.eckel@firehousesubs.com">vicky.eckel@firehousesubs.com</a>	1659 IH 35 South, Suite 101	New Braunfels	TX 78130
TEXAS	Lewisville Sandwich CSW, LLC P: Josh Dean 3724 Hulen Street Fort Worth, TX 76107 (806) 773-7734 <a href="mailto:josh.dean@firehousesubs.com">josh.dean@firehousesubs.com</a>	6020 Parker Road	North Richland Hills	TX 76180

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TEXAS	JS One Development Odessa, LLC P: Coby Jones 10608 Toledo Ave. Lubbock, TX 79424 (806) 789-9042 <a href="mailto:coby.jones@firehousesubs.com">coby.jones@firehousesubs.com</a>	6123 E. Highway 191	Odessa	TX 79762
TEXAS	Garam Cha, LLC P: Manzum Khan 4114 King Cotton Lane Missouri City, TX 77459 (4713) 855-1525 <a href="mailto:sadaat.khan@firehousesubs.com">sadaat.khan@firehousesubs.com</a>	10201 Broadway, Suite 109	Pearland	TX 77584
TEXAS	Firedog, LLC P: Bradley Watkins 3717 Center Street, Suite E Deer Park, TX 77536 (4713) 855-1525 <a href="mailto:bwatkins@firehousesubs.com">bwatkins@firehousesubs.com</a>	2326 N. Main Street	Pearland	TX 77581
TEXAS	SHK Group, LLC P: Hanna Ko 2016 Hemison Lane Lewisville, TX 75056 (817) 913-8430 <a href="mailto:hanna.ko@firehousesubs.com">hanna.ko@firehousesubs.com</a>	2304 Coit Road, Suite 680	Plano	TX 75075
TEXAS	Station 6 PA. F.S., LLC P: Chris Arnaud P.O. Box 7828 Beaumont, TX 77726 (409) 273-1445 <a href="mailto:chris.arnaud@firehousesubs.com">chris.arnaud@firehousesubs.com</a>	2780 Highway 365, Suite A	Port Arthur	TX 77640



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TEXAS	CTRG Station 9, LLC P: Vicky Eckel 1025 Challenger Lakeway, TX 78734 (512) 784-6747 <a href="mailto:vicky.eckel@firehousesubs.com">vicky.eckel@firehousesubs.com</a>	1850 US Highway 181, Suite A	Portland	TX 78374
TEXAS	ROR United LLC P: Vance Reynolds 1213 Port Royal Court Savannah, TX 76227 (903) 815-5461 <a href="mailto:vance.reynolds@firehousesubs.com">vance.reynolds@firehousesubs.com</a>	1141 S. Preston Road, Suite 20	Prosper	TX 75078
TEXAS	KDC Enterprises, LLC P: Myong Banks 106 Cedar Drive Red Bank, TX 75154 (972) 358-4810 <a href="mailto:myong.banks@firehousesubs.com">myong.banks@firehousesubs.com</a>	106 E. Ovilla Rd., Ste 3	Red Oak	TX 75154
TEXAS	Trillis, Inc. P: Rao Gottipati 6201 Blain Drive Plano, TX 75024 (903) 618-9316 <a href="mailto:rao.gottipati@firehousesubs.com">rao.gottipati@firehousesubs.com</a>	1390 East Beltline Road	Richardson	TX 75081
TEXAS	Compass Group USA, Inc. HQ Contact: Steve LaBostrie 2400 Yorkmont Road Charlotte, NC 28217 (303) 929-2313 <a href="mailto:FHSCompass@firehousesubs.com">FHSCompass@firehousesubs.com</a>	800 W. Campbell Road Student Union 2.208 University of Texas, at Dallas	Richardson	TX 75080

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TEXAS	Lee Restaurant Group, LLC P: Ken Lee 1705 Plummer Drive Rockwall, TX 75087 m(470) 409-0736 <a href="mailto:ken.lee@firehousesubs.com">ken.lee@firehousesubs.com</a>	1067 E. I-30, Suite 105	Rockwall	TX 75087
TEXAS	Star Sub Group, LLC P: Raj Patel 1315 Pendergrass Trail Sugarland, TX 77479 (512) 577-5038 <a href="mailto:raj.patel@firehousesubs.com">raj.patel@firehousesubs.com</a>	23511 Brazos Town Crossing	Rosenberg	TX 77471
TEXAS	Six Red Chefs, LLC P: Laura Phillips PO Box 27365 Cedar Park, TX 78755 (512) 947-2862 <a href="mailto:lphillips@firehousesubs.com">lphillips@firehousesubs.com</a>	3151 S. IH-35, Suite 630	Round Rock	TX 78664
TEXAS	Smoke n'Bones LLC P: Chad Fulkerson 249 Ruger Street Tuscola, TX 79562 (325) 280-2681 <a href="mailto:chad.fulkerson@firehousesubs.com">chad.fulkerson@firehousesubs.com</a>	5789 Sherwood Way	San Angelo	TX 76904
TEXAS	Varahi Restaurants, LLC P: Darshan Patel 15914 Tall Heights San Antonio, TX 78255 (630) 415-4950 <a href="mailto:darshan.patel@firehousesubs.com">darshan.patel@firehousesubs.com</a>	5887 Babcock Road	San Antonio	TX 78240

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
TEXAS	Hotchkiss Enterprises of Texas, LTD P: Lee Hotchkiss 925 Coronado Blvd., Suite 100 Universal City, TX 78148 (210) 410-0354 <a href="mailto:jhotchkiss@firehousesubs.com">jhotchkiss@firehousesubs.com</a>	1802 N. Loop 1604 E., Suite 104	San Antonio	TX 78232
TEXAS	WN Biz, LLC P: Victor Daniel Tena Sanchez 19210 Huebner Rd. Suite 200 San Antonio, TX 78258 (210) 584-6558 <a href="mailto:daniel.tena@firehousesubs.com">daniel.tena@firehousesubs.com</a>	9961 IH-10 West	San Antonio	TX 78230
TEXAS	WN Biz II, LLC P: Victor Daniel Tena Sanchez 19210 Huebner Rd. Suite 200 San Antonio, TX 78258 (210) 584-6558 <a href="mailto:daniel.tena@firehousesubs.com">daniel.tena@firehousesubs.com</a>	226 W. Bitters Road, Suite 110	San Antonio	TX 78216
TEXAS	Fire Station No. 2611 LLC P: Derek Brehm 7809 Broadway Street San Antonio, TX 78209 (210) 373-7968 <a href="mailto:derek.brehm@firehousesubs.com">derek.brehm@firehousesubs.com</a>	2611 S. E. Military Drive, Suite 101	San Antonio	TX 78223
TEXAS	Fire Station No 2810, LLC P: Derek Brehm 7809 Broadway San Antonio, TX 78209 (210) 373-7968 <a href="mailto:derek.brehm@firehousesubs.com">derek.brehm@firehousesubs.com</a>	2810 SW Military Drive, Suite 108	San Antonio	TX 78224

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TEXAS	Adams Subs of San Antonio, LLC P: Tysser Al-Hamaydeh 7946 Sierra Verde San Antonio, TX 78240 (210) 633-6763 <a href="mailto:tysser.alhamaydeh@firehousesubs.com">tysser.alhamaydeh@firehousesubs.com</a>	7431 NW Loop 410, Suite 111	San Antonio	TX 78245
TEXAS	Fire Station No. 6, LLC P: Derek Brehm 7809 Broadway San Antonio, TX 78209 (210) 373-7968 <a href="mailto:derek.brehm@firehousesubs.com">derek.brehm@firehousesubs.com</a>	430 W. Loop 1604 N, Suite 115	San Antonio	TX 78251
TEXAS	FHSA, LLC P: Tracy McFadden 498 Covered Bridge Schertz, TX 78154 (504) 432-2230 <a href="mailto:mac.mcfadden@firehousesubs.com">mac.mcfadden@firehousesubs.com</a>	11600 Bandera Road, Suite 102	San Antonio	TX 78250
TEXAS	CTRG Station 4, LLC P: Vicky Eckel 1025 Challenger Lakeway, TX 78734 (512) 784-6747 <a href="mailto:vicky.eckel@firehousesubs.com">vicky.eckel@firehousesubs.com</a>	2586 S. IH 35, Suite 102	San Marcos	TX 78666
TEXAS	Hotchkiss Enterprises of Texas, LTD P: Lee Hotchkiss 925 Coronado Blvd., Suite 100 Universal City, TX 78148 (210) 410-0354 <a href="mailto:jhotchkiss@firehousesubs.com">jhotchkiss@firehousesubs.com</a>	8211 Agora Pkwy, Suite 110	Selma	TX 78154

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TEXAS	BlazingInferno – Sherman, LLC P: Deanna Wilder 3012 Crossing Drive Anna, TX 75409 (903) 436-3433 <a href="mailto:dwilder@firehousesubs.com">dwilder@firehousesubs.com</a>	853 North Creek Drive	Sherman	TX 75092
TEXAS	Lefty's Subs Inc. P: Jason Landon 19015 Santa Elena Canyon Court Spring, TX 77388 (281) 813-3173 <a href="mailto:jason.landon@firehousesubs.com">jason.landon@firehousesubs.com</a>	257 Cypresswood Drive	Spring	TX 77388
TEXAS	Star Sub Group, LLC P: Raj Patel 1315 Pendergrass Trail Sugar Land, TX 77479 (512) 577-5038 <a href="mailto:raj.patel@firehousesubs.com">raj.patel@firehousesubs.com</a>	3135 Highway 6 South	Sugarland	TX 77478
TEXAS	JK Restaurants, LLC P: Katherine Jones 3213 Kennedy Lane Texarkana, TX 75503 (903) 490-9405 <a href="mailto:katherine.jones@firehousesubs.com">katherine.jones@firehousesubs.com</a>	3213 Kennedy Lane	Texarkana	TX 75503
TEXAS	Houston Subs Unlimited, LLC P: Keith Sullins 13131 Champions Drive Suite 110 Houston, TX 77069 (832) 473-0837 <a href="mailto:keith.sullins@firehousesubs.com">keith.sullins@firehousesubs.com</a>	1640 Lake Woodlands Drive, Suite C	The Woodlands	TX 77380

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TEXAS	Tyler FHS, LLC P: Rajen Patel 2061 Yasmeen Circle Flint, TX 75762 (214) 497-7258 <a href="mailto:rajen.patel@firehousesubs.com">rajen.patel@firehousesubs.com</a>	3304 Troup Highway	Tyler	TX 75071
TEXAS	Star Sub Ventures II, LLC P: Raj Patel 1315 Pendergrass Trail Sugarland, TX 77479 (512) 577-5038 <a href="mailto:raj.patel@firehousesubs.com">raj.patel@firehousesubs.com</a>	7905 N. Navarro Street, Suite 200	Victoria	TX 77094
TEXAS	Firedog II, LLC P: Bradley Watkins 3717 Center Street, Suite E Deer Park, TX 77536 (713) 855-1525 <a href="mailto:bwatkins@firehousesubs.com">bwatkins@firehousesubs.com</a>	4215 Franklin Avenue	Waco	TX 76710
TEXAS	Waxahachie Sandwich CSW, LLC P: Ryan Franklin 987 Lehigh Lane Allen, TX 75013 (214) 843-5096 <a href="mailto:ryan.franklin@firehousesubs.com">ryan.franklin@firehousesubs.com</a>	1400 N. Highway 77, Ste. 400	Waxahachie	TX 75165
TEXAS	Adams Parker County House, LLC P: Karon Adams 1001 Mistletoe Road Benbrook, TX 76126 (904) 654-6417 <a href="mailto:karon.adams@firehousesubs.com">karon.adams@firehousesubs.com</a>	415 Adams Drive	Weatherford	TX 76086

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TEXAS	BWSW, LLC P: Bradley Watkins 3717 Center Street, Suite E Deer Park, TX 77536 (713) 855-1525 <a href="mailto:bwatkins@firehousesubs.com">bwatkins@firehousesubs.com</a>	300 W. Bay Area Blvd., Suite 100	Webster	TX 77598
TEXAS	TGD Investments, Inc. P: Thomas Densmore 201 Cottonwood Street Weatherford, TX 76086 (817) 565-9181 <a href="mailto:thomas.densmore@firehousesubs.com">thomas.densmore@firehousesubs.com</a>	3201 Lawrence Road, Suite 536	Wichita Falls	TX 76308
UTAH	M & Z Subs of Utah, Inc. P: Milio Mascaro 12926 S. New River Drive Draper, Utah 84020 (801) 971-1473 <a href="mailto:milio.mascaro@firehousesubs.com">milio.mascaro@firehousesubs.com</a>	218 North West State Road, Suite 4	American Fork	UT 84003
UTAH	Cedar Fire Inc. P: Cary Clark 970 Sage Drive, Suite 102 Cedar City, UT 84720 (435) 590-9946 <a href="mailto:cary.clark@firehousesubs.com">cary.clark@firehousesubs.com</a>	78 N. Main Street	Cedar City	UT 84720
UTAH	Ignacious Endeavours, LLC P: Natalie Morris 6075 Glade Circle Idaho Falls, ID 83404 (208) 680-8004 <a href="mailto:Natalie.morris@firehousesubs.com">Natalie.morris@firehousesubs.com</a>	2151 N. Hill Field Rd.	Layton	UT 84041

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
UTAH	S.T.A. Group, LLC P: Gurvinder Gill 9737 South King Benjamin Drive South Jordan, UT 84095 (801) 706-3750 <a href="mailto:gurvinder.gill@firehousesubs.com">gurvinder.gill@firehousesubs.com</a>	2975 West Clubhouse Drive, Suite A	Lehi	UT 84043
UTAH	Ignacious Endeavours, LLC P: Natalie Morris 6075 Glade Circle Idaho Falls, ID 83404 (208) 680-8004 <a href="mailto:Natalie.morris@firehousesubs.com">Natalie.morris@firehousesubs.com</a>	1077 North Main, Suite 110	Logan	UT 84341
UTAH	Ignacious Endeavours, LLC P: Natalie Morris 6075 Glade Circle Idaho Falls, ID 83404 (208) 680-8004 <a href="mailto:Natalie.morris@firehousesubs.com">Natalie.morris@firehousesubs.com</a>	1008 East Ft. Union Boulevard	Midvale	UT 84047
UTAH	Ignacious Endeavours, LLC P: Natalie Morris 6075 Glade Circle Idaho Falls, ID 83404 (208) 680-8004 <a href="mailto:Natalie.morris@firehousesubs.com">Natalie.morris@firehousesubs.com</a>	490 E. 1100 North, Suite #5	North Salt Lake	UT 84054
UTAH	M & Z Subs of Utah, Inc. P: Milio Mascaro 12926 S. New River Drive Draper, Utah 84020 (801) 971-1473 <a href="mailto:milio.mascaro@firehousesubs.com">milio.mascaro@firehousesubs.com</a>	62 West Bulldog Boulevard	Provo	UT 84604



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UTAH	Kokopelli Subs, LLC P: Andrew Yergensen 1477 S. Rocky Rd. Saint George, UT 84790 (801) 633-3328 <a href="mailto:andy.yergensen@firehousesubs.com">andy.yergensen@firehousesubs.com</a>	15 South River Road, Suite 310	Saint George	UT 84790
UTAH	Jai Jala Group, LLC P: Nik Springer 9300 S. Redwood Rd. #1104 West Jordan, UT 84088 (801) 645-7263 <a href="mailto:nik.springer@firehousesubs.com">nik.springer@firehousesubs.com</a>	3798 South 700 East	Salt Lake City	UT 84106
UTAH	AJ Union LLC P: Alan Jimenez 1880 E. Monterey Drive Salt Lake City, UT 84121 (801) 803-4926 <a href="mailto:alan.jimenez@firehousesubs.com">alan.jimenez@firehousesubs.com</a>	10325 South State Street	Sandy	UT 84070
UTAH	TAWK, LLC P: Todd Blanchard 7903 W. Marwari Road Magna, UT 84044 (801) 707-2182 <a href="mailto:todd.blanchard@firehousesubs.com">todd.blanchard@firehousesubs.com</a>	11521 S. 4000 West, Suite 101	South Jordan	UT 84095
UTAH	Jai Shiva Group, LLC P: Parul Patel 10329 Ashley Mesa Lane Sandy, UT 84092 (801) 456-4677 <a href="mailto:parul.patel@firehousesubs.com">parul.patel@firehousesubs.com</a>	5567 West High Market Drive, K-400	West Valley City	UT 84120

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VIRGINIA	MNT Subs 1158, Inc. P: Najeeb Aslam 208 Richard Burbydge Williamsburg, VA 23185 (703) 338-4697 <a href="mailto:najeeb.aslam@firehousesubs.com">najeeb.aslam@firehousesubs.com</a>	8628 A Richmond Highway	Alexandria	VA 22309
VIRGINIA	PFR1 Pinecrest, LLC P: Pamela Pitkin 4852 Eisenhower Ave. Apt. 234 Alexandria, VA 22304 (703) 801-3221 <a href="mailto:ppitkin@firehousesubs.com">ppitkin@firehousesubs.com</a>	6550-H Little River Turnpike	Annandale	VA 22312
VIRGINIA	Z2A, LLC P: Khurram Choudhry 14184 Royal Oak Lane Centreville, VA 20120 (703) 981-7770 <a href="mailto:khurram.choudhry@firehousesubs.com">khurram.choudhry@firehousesubs.com</a>	20455 Easthampton Plaza	Ashburn	VA 20147
VIRGINIA	Fireball Subs, LLC P: Carla Wissemann 79 Magnolia Lane Daleville, VA 24083 (561) 213-6431 <a href="mailto:carla.wissemann@firehousesubs.com">carla.wissemann@firehousesubs.com</a>	800 University City Boulevard	Blacksburg	VA 24060
VIRGINIA	DL Subs LLC P: David Lee 14245L Centreville Sq Centreville, VA 20121 (315) 767-0541 <a href="mailto:david.lee@firehousesubs.com">david.lee@firehousesubs.com</a>	14245-L Centreville Square	Centreville	VA 20121

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VIRGINIA	FHS Park, Inc. P: David Park 12002 Paddock Place Fredericksburg, VA 22407 (703) 992-4400 <a href="mailto:dpark@firehousesubs.com">dpark@firehousesubs.com</a>	13812 Metrotech Drive	Chantilly	VA 20151
VIRGINIA	D & E Management, LLC P: Harry Edwin Price 3 Curry Court Palmyra, VA 22963 (434) 825-9477 <a href="mailto:ed.price@firehousesubs.com">ed.price@firehousesubs.com</a>	820 29th Place Court	Charlottesville	VA 22901
VIRGINIA	Buttermaker, LLC P: David Womick 4421 Revere Drive Virginia Beach, VA 23456 (757) 620-5370 <a href="mailto:david.womick@firehousesubs.com">david.womick@firehousesubs.com</a>	836 Eden Way North Suite 1456B	Chesapeake	VA 23320
VIRGINIA	Smartzone, LLC P: Moses Mustafa 550 Harolds Drive Manakin Sabot, VA 23103 (804) 629-1605 <a href="mailto:moses.mustafa@firehousesubs.com">moses.mustafa@firehousesubs.com</a>	334 Southpark Circle	Colonial Heights	VA 23834
VIRGINIA	Five Kae LLC P: KJ Jones 161 Afton Road Danville, VA 24540 (434) 548-1004 <a href="mailto:kj.jones@firehousesubs.com">kj.jones@firehousesubs.com</a>	450 Mall Drive, Suite 120	Danville	VA 24540

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VIRGINIA	J & J Kubaer Sai, Inc. P: Harry Panwala 2987 District Ave., Apt. 521 Fairfax, VA 22031 (757) 572-3635 <a href="mailto:harry.panwala@firehousesubs.com">harry.panwala@firehousesubs.com</a>	12120 Fairfax Towne Center	Fairfax	VA 22033
VIRGINIA	J & J Kubaer, Inc. P: Anita Panwala 2987 District Avenue, Apt. 521 Fairfax, VA 22031 (757) 572-3635 <a href="mailto:harry.panwala@firehousesubs.com">harry.panwala@firehousesubs.com</a>	9548-D Main Street	Fairfax	VA 22031
VIRGINIA	River Dog Rescue, LLC P: Douglas Griffith 160 Bob Circle Forest, VA 24551 (804) 605-0659 <a href="mailto:dgriffith@firehousesubs.com">dgriffith@firehousesubs.com</a>	16955 Forest Road, Suite K	Forest	VA 24551
VIRGINIA	A2Z Foods, Inc. P: Iseline Yi 101 W. Park Drive Stafford, VA 22554 (571) 230-9789 <a href="mailto:iseline.yi@firehousesubs.com">iseline.yi@firehousesubs.com</a>	1420 Carl D. Silver Parkway	Fredericksburg	VA 22401
VIRGINIA	FHS Lee, Inc. P: T.Y. Lee 9900 Savage Station Way Fredericksburg, VA 22407 (703) 475-0282 <a href="mailto:ty.lee@firehousesubs.com">ty.lee@firehousesubs.com</a>	5426 Jefferson Davis Hwy., Suite 108	Fredericksburg	VA 22407

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VIRGINIA	4 Alarm, LLC P: Randy Evans 6300-D Mechanicsville Turnpike Mechanicsville, VA 23111 (804) 310-6641 <a href="mailto:revans@firehousesubs.com">revans@firehousesubs.com</a>	4028-K Cox Road	Glen Allen	VA 23060
VIRGINIA	4 Alarm #5, LLC P: Randy Evans 6300-D Mechanicsville Turnpike Mechanicsville, VA 23111 (804) 310-6641 <a href="mailto:revans@firehousesubs.com">revans@firehousesubs.com</a>	1070 Virginia Center Parkway, #107	Glen Allen	VA 23059
VIRGINIA	Settimo Restaurant Group, Inc. P: Sam Settimo 3809 George Mason Williamsburg, VA 23188 (804) 833-2309 <a href="mailto:sam.settimo@firehousesubs.com">sam.settimo@firehousesubs.com</a>	2040 Coliseum Drive	Hampton	VA 23666
VIRGINIA	Dukes Management, VA, LLC P: Larry Dukes 6300 Blue Sage Lane Upper Marlboro, MD 20772 (301) 346-9377 <a href="mailto:larry.dukes@firehousesubs.com">larry.dukes@firehousesubs.com</a>	1820 Evelyn Byrd Ave., Suite 170	Harrisonburg	VA 22801
VIRGINIA	Lowe Management Corporation P: Lindsay Lowe 44368 Stone Roses Circle Ashburn, VA 20147 (703) 731-6013 <a href="mailto:lhowe@firehousesubs.com">lhowe@firehousesubs.com</a>	2545 Centreville Road, Suite Q-14	Herndon	VA 20181

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VIRGINIA	MFG Kingstowne, LLC P: Edwin Merrigan 8097 Sudley Rd. Manassas, VA 20109 (571) 233-5796 <a href="mailto:emerrigan@firehousesubs.com">emerrigan@firehousesubs.com</a>	5900 Kingstowne Town Center, Suite 120	Kingstowne	VA 22315
VIRGINIA	LVA, Inc. P: Douglas Griffith 160 Bob Circle Forest, VA 24551 (804) 605-0659 <a href="mailto:dgriffith@firehousesubs.com">dgriffith@firehousesubs.com</a>	4018 Wards Road	Lynchburg	VA 24502
VIRGINIA	IL Subs LLC P: David Lee 14245L Centreville Sq Centreville, VA 20121 (315) 767-0541 <a href="mailto:david.lee@firehousesubs.com">david.lee@firehousesubs.com</a>	9660 Liberia Avenue	Manassas	VA 20110
VIRGINIA	4 Alarm #3, LLC P: Randy Evans 6300-D Mechanicsville Turnpike Mechanicsville, VA 23111 (804) 310-6641 <a href="mailto:revans@firehousesubs.com">revans@firehousesubs.com</a>	6300-D Mechanicsville Turnpike	Mechanicsville	VA 23111
VIRGINIA	Smartzone, LLC P: Moses Mustafa 500 Harolds Drive Manakin Sabot, VA 23103 (804) 629-1605 <a href="mailto:moses.mustafa@firehousesubs.com">moses.mustafa@firehousesubs.com</a>	12059 Southshore Pointe Drive	Midlothian	VA 23112
VIRGINIA	Peninsula Firehouse, Inc. P: William Tilley 18 Trotters Bridge Drive Poquoson, VA 23662 (757) 570-9956 <a href="mailto:wtilley@firehousesubs.com">wtilley@firehousesubs.com</a>	12515 Jefferson Ave., Unit E-200	Newport News	VA 23602

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VIRGINIA	Buttermaker, LLC P: David Womick 4421 Revere Drive Virginia Beach, VA 23456 (757) 620-5370 <a href="mailto:david.womick@firehousesubs.com">david.womick@firehousesubs.com</a>	124 E. Little Creek Rd., Suite 126	Norfolk	VA 23505
VIRGINIA	Buttermaker, LLC P: David Womick 4421 Revere Drive Virginia Beach, VA 23456 (757) 620-5370 <a href="mailto:david.womick@firehousesubs.com">david.womick@firehousesubs.com</a>	5802 E. Virginia Beach Blvd., Suite A-117	Norfolk	VA 23502
VIRGINIA	JAAM, LLC P: Ketan Patel 7130 Hunters Chase Norfolk, VA 23518 (757) 748-1103 <a href="mailto:ketan.patel@firehousesubs.com">ketan.patel@firehousesubs.com</a>	1560 Mall Drive	Norfolk	VA 23511
VIRGINIA	JPFHS, LLC P: Parul Shah 4028 Victory Blvd. Portsmouth, VA 23701 (757) 469-9191 <a href="mailto:parul.shah@firehousesubs.com">parul.shah@firehousesubs.com</a>	4028 Victory Boulevard	Portsmouth	VA 23701
VIRGINIA	4 Alarm, LLC P: Randy Evans 6300-D Mechanicsville Turnpike Mechanicsville, VA 23111 (804) 310-6641 <a href="mailto:revans@firehousesubs.com">revans@firehousesubs.com</a>	9069 Staples Mill Square	Richmond	VA 23228

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VIRGINIA	4 Alarm #4, LLC P: Randy Evans 8191-A Brook Road Richmond, Virginia 23227 (804) 310-6641 <a href="mailto:revans@firehousesubs.com">revans@firehousesubs.com</a>	8191-A Brook Road	Richmond	VA 23227
VIRGINIA	FHS Lee White Oak, Inc. P: Tai Yoon Lee 9900 Savage Station Way Fredericksburg, VA 22407 (703) 475-0282 <a href="mailto:ty.lee@firehousesubs.com">ty.lee@firehousesubs.com</a>	4500 S. Laburnum Avenue, Suite 170	Richmond	VA 23231
VIRGINIA	BLU 5, LLC P: David Judy 11553 Busy St. N. Chesterfield, VA 23236 (703) 282-0495 <a href="mailto:djudy@firehousesubs.com">djudy@firehousesubs.com</a>	11553 Busy Street	Richmond	VA 23236
VIRGINIA	Maha Shiv, Inc. P: Ankur Patel 5930 Dunnshire Rd. Richmond, VA 23234 (804) 461-5314 <a href="mailto:ankur.patel@firehousesubs.com">ankur.patel@firehousesubs.com</a>	2554 Sheila Lane	Richmond	VA 23225
VIRGINIA	BWISS3, LLC P: Chris Wissemann 79 Magnolia Lane Daleville, VA 24083 (540) 207-4821 <a href="mailto:chris.wissemann@firehousesubs.com">chris.wissemann@firehousesubs.com</a>	2019 Colonial Avenue	Roanoke	VA 24015



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VIRGINIA	Fire Dogs, Inc. P: Carla Wisseman 79 Magnolia Lane Daleville, VA 24083 (540) 207-4821 <a href="mailto:carla.wissemann@firehousesubs.com">carla.wissemann@firehousesubs.com</a>	5044 Keagy Rd., Suite 106	Roanoke	VA 24018
VIRGINIA	Fireball Subs, Inc. P: Carla Wisseman 79 Magnolia Lane Daleville, VA 24083 (540) 207-4821 <a href="mailto:carla.wissemann@firehousesubs.com">carla.wissemann@firehousesubs.com</a>	5050 Rutgers Street	Roanoke	VA 24012
VIRGINIA	Fire Feeder, LLC P: Jay Wright 14 Belle Crest Lane Fincastle, VA 24090 (540) 915-6881 <a href="mailto:jwright@firehousesubs.com">jwright@firehousesubs.com</a>	1421 W. Main Street	Salem	VA 24153
VIRGINIA	Orion-Asher Management, Inc. P: Mohammad Ali 5708 Falls Way Court Fredericksburg, VA 22407 (703) 989-3433 <a href="mailto:rali@firehousesubs.com">rali@firehousesubs.com</a>	1465 Stafford Market Place	Stafford	VA 22556
VIRGINIA	East & West Investments LLC P: Asif Siddique 1111 Army Navy Drive, Apt. #1200 Arlington, VA 22202 (857) 316-6103 <a href="mailto:asif.saddique@firehousesubs.com">asif.saddique@firehousesubs.com</a>	1036 Warrenton Road, Suite 103	Stafford	VA 22406

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VIRGINIA	BERI-FS LLC P: Michael Mfonyam 2430 Dewey Creel Lane Charlotte, NC 28216 (704) 241-2097 <a href="mailto:michael.mfonyam@firehousesubs.com">michael.mfonyam@firehousesubs.com</a>	1028 Richmond Ave., Suite 102	Staunton	VA 24401
VIRGINIA	Z2A, LLC P: Khurram Choudhry 14184 Royal Oak Lane Centreville, VA 20120 (703) 981-7770 <a href="mailto:khurram.choudhry@firehousesubs.com">khurram.choudhry@firehousesubs.com</a>	47010 Community Plaza, Suite 110	Sterling	VA 20164
VIRGINIA	More Fire Inc. P: Sam Settimo 3809 George Mason Williamsburg, VA 23188 (804) 833-2309 <a href="mailto:sam.settimo@firehousesubs.com">sam.settimo@firehousesubs.com</a>	1201 N. Main Street	Suffolk	VA 23434
VIRGINIA	Fire Dogs, Inc. P: Carla Wissemann 79 Magnolia Lane Daleville, VA 24083 (561) 213-6431 <a href="mailto:carla.wissemann@firehousesubs.com">carla.wissemann@firehousesubs.com</a>	6255 College Drive, Suite K	Suffolk	VA 23435
VIRGINIA	DFA Enterprises, Inc. P: Dean Arrington 2344 Hood Drive Virginia Beach, VA 23454 (757) 642-6482 <a href="mailto:darrington@firehousesubs.com">darrington@firehousesubs.com</a>	3388 Princess Anne Road	Virginia Beach	VA 23456

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VIRGINIA	Buttermaker, LLC P: David Womick 4421 Revere Drive Virginia Beach, VA 23456 (757) 620-5370 <a href="mailto:david.womick@firehousesubs.com">david.womick@firehousesubs.com</a>	5224 Indian River Rd., Suite 101	Virginia Beach	VA 23462
VIRGINIA	DFA Enterprises, Inc. P: Dean Arrington 2344 Hood Drive Virginia Beach, VA 23454 (757) 642-6482 <a href="mailto:darrington@firehousesubs.com">darrington@firehousesubs.com</a>	1577 Laskin Road, Suite 101	Virginia Beach	VA 23451
VIRGINIA	JPFHS2, LLC P: Parul Shah 4516 Van Dyck Drive Virginia Beach, VA 23456 757-469-9200 <a href="mailto:parul.shah@firehousesubs.com">parul.shah@firehousesubs.com</a>	2165 General Booth Blvd., Suite 156	Virginia Beach	VA 23454
VIRGINIA	Orion Asher & Samith Group, Inc. P: Razon Ali 85 Bridlewood Lane Fredericksburg, VA 22406 (703) 989-3433 <a href="mailto:rali@firehousesubs.com">rali@firehousesubs.com</a>	251 W. Lee Hwy., Suite 634	Warrenton	VA 20186
VIRGINIA	HCLake Enterprises, Inc. P: Carrie Ann Lake 140 Travis Court Winchester, VA 22602 (540) 336-6269 <a href="mailto:carrie.lake@firehousesubs.com">carrie.lake@firehousesubs.com</a>	2088 S. Pleasant Valley Road	Winchester	VA 22601
VIRGINIA	Hira Holdings, Inc. P: Prashant Patel 16598 Reservoir Loop Dumfries, VA 22026 (703) 498-8935 <a href="mailto:prashant.patel@firehousesubs.com">prashant.patel@firehousesubs.com</a>	13305 Worth Avenue	Woodbridge	VA 22192

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WASHINGTON	Sun Pacific Energy, Inc. P: Craig Eerkes 501 W. Canal Drive Kennewick, WA 99336 (509) 586-1135 <a href="mailto:craig.eerkes@firehousesubs.com">craig.eerkes@firehousesubs.com</a>	838 Uhling Road	Burbank	WA 99323
WASHINGTON	FH Investments - WA, LLC P: James Lovelace 2349 NW Douglas Street Camas, WA 98607 (360) 903-5222 <a href="mailto:jim.lovelace@firehousesubs.com">jim.lovelace@firehousesubs.com</a>	1109 Harrison Ave.	Centralia	WA 98531
WASHINGTON	FH Investments - WA, LLC P: James Lovelace 2349 NW Douglas Street Camas, WA 98607 (360) 903-5222 <a href="mailto:jim.lovelace@firehousesubs.com">jim.lovelace@firehousesubs.com</a>	221 SE Everett Mall Way	Everett	WA 98208
WASHINGTON	Sun Pacific Energy, Inc. P: Craig Eerkes 501 W. Canal Drive Kennewick, WA 99336 (509) 586-1135 <a href="mailto:craig.eerkes@firehousesubs.com">craig.eerkes@firehousesubs.com</a>	10799 Ridgeline Drive	Kennewick	WA 99337
WASHINGTON	Jump Start Corp. P: Jina Kim 5126 Galleon Drive NE Tacoma, WA 98422 (206) 919-7668 <a href="mailto:jina.kim@firehousesubs.com">jina.kim@firehousesubs.com</a>	1110 Galaxy Drive NE, Suite G	Lacey	WA 98516
WASHINGTON	Kyck Start Corp. P: Jina Kim 5126 Galleon Drive NE Tacoma, WA 98422 (206) 919-7668 <a href="mailto:jina.kim@firehousesubs.com">jina.kim@firehousesubs.com</a>	5700 100 <sup>th</sup> Street SW, Suite 350	Lakewood	WA 98499

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WASHINGTON	FH Investments - WA, LLC P: James Lovelace 2349 N.W. Douglas Street Camas, WA 98607 (360) 882-4608 <a href="mailto:jim.lovelace@firehousesubs.com">jim.lovelace@firehousesubs.com</a>	2631 172 <sup>nd</sup> Street N.E., Suite 103	Marysville	WA 98271
WASHINGTON	FH Investments - WA, LLC P: James Lovelace 2349 NW Douglas Street Camas, WA 98607 (360) 903-5222 <a href="mailto:jim.lovelace@firehousesubs.com">jim.lovelace@firehousesubs.com</a>	324 E. College Way, Suite 103	Mount Vernon	WA 98273
WASHINGTON	Sun Pacific Energy, Inc. P: Craig Eerkes 501 W. Canal Drive Kennewick, WA 99336 (509) 586-1135 <a href="mailto:craig.eerkes@firehousesubs.com">craig.eerkes@firehousesubs.com</a>	4845 Broadmoor Boulevard	Pasco	WA 99301
WASHINGTON	Sun Pacific Energy, Inc. P: Craig Eerkes 501 W. Canal Drive P.O. Box 6980 Kennewick, WA 99336 (509) 586-1135 <a href="mailto:craig.eerkes@firehousesubs.com">craig.eerkes@firehousesubs.com</a>	2607 Kingsgate Way	Richland	WA 99354
WASHINGTON	Big Sky Restaurant Group, LLC P: Les Kleinman 1463 Columbia Falls Stage Columbia Falls, MT 59912 (813) 727-0341 <a href="mailto:les.kleinman@firehousesubs.com">les.kleinman@firehousesubs.com</a>	7808 N. Division St.	Spokane	WA 99208

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WASHINGTON	Terryellen Hot Subs, Inc. P: Maryellen Mech 15018 NW 59 <sup>th</sup> Ave. Vancouver, WA 98685 (360) 823-9752 <a href="mailto:maryellen.mech@firehousesubs.com">maryellen.mech@firehousesubs.com</a>	19151 SE Mill Plain Blvd., Suite 102	Vancouver	WA 98683
WASHINGTON	FH Investments - WA, LLC P: Jim Lovelace 2349 NW Douglas Street Camas, WA 98607 (360) 903-5222 <a href="mailto:jim.lovelace@firehousesubs.com">jim.lovelace@firehousesubs.com</a>	8101 NE Parkway Dr., Suite C-1	Vancouver	WA 98662
WEST VIRGINIA	StuCorp P: Ronald Stuart P.O. Box 238 Davis, WV 26260 (304) 614-3858 <a href="mailto:rstuart@firehousesubs.com">rstuart@firehousesubs.com</a>	139 Conference Center Way	Bridgeport	WV 26330
WEST VIRGINIA	MELBKL, LLC P: Carrie Timic 21860 Center Ridge Road Rocky River, OH 44116 (440) 241-6154 <a href="mailto:carrie.timic@firehousesubs.com">carrie.timic@firehousesubs.com</a>	5707 Maccorkle Ave. SE, Suite 100	Charleston	WV 25304
WEST VIRGINIA	KLMV, LLC P: Carrie Timic 21860 Center Ridge Road Rocky River, OH 44116 (440) 241-6154 <a href="mailto:carrie.timic@firehousesubs.com">carrie.timic@firehousesubs.com</a>	1548 3 <sup>RD</sup> Avenue	Huntington	WV 25701
WEST VIRGINIA	Foxcroft-partners LLC P: Nafeesa Azizi 8801 River Oaks Terrace Frederick, MD 21704 (240) 421-9902 <a href="mailto:nafeesa.azizi@firehousesubs.com">nafeesa.azizi@firehousesubs.com</a>	886 Foxcroft Avenue, Suite 105	Martinsburg	WV 25401

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
WEST VIRGINIA	StuCorp P: Ronald Stuart P.O. Box 238 Davis, WV 26260 (304) 614-3858 <a href="mailto:rstuart@firehousesubs.com">rstuart@firehousesubs.com</a>	1108 Giant Street	Morgantown	WV 26501
WEST VIRGINIA	KLCZ, LLC P: Carrie Timic 21860 Center Ridge Road Rocky River, OH 44116 (440) 241-6154 <a href="mailto:carrie.timic@firehousesubs.com">carrie.timic@firehousesubs.com</a>	107 Grand Central Avenue, Suite C	Vienna	WV 26105
WEST VIRGINIA	StuCorp P: Ronald Stuart P.O. Box 238 Davis, WV 26260 (304) 614-3858 <a href="mailto:rstuart@firehousesubs.com">rstuart@firehousesubs.com</a>	9644 Mall Loop Road	White Hall	WV 26554
WISCONSIN	NC Restaurants LLC P: Joe Fallin 2555 Coyote Run Beloit, WI 53511 (608) 314-4935 <a href="mailto:joe.fallin@firehousesubs.com">joe.fallin@firehousesubs.com</a>	2787 Milwaukee Road	Beloit	WI 53511
WISCONSIN	J2 eNjoy More, LLC P: Sharon Erickson N27W5108 Landmark Drive Cedarburg, WI 53012 (262) 751-4973 <a href="mailto:sharon.erickson@firehousesubs.com">sharon.erickson@firehousesubs.com</a>	9070 N. Green Bay Road	Brown Deer	WI 53209
WISCONSIN	Hagen Investments LLC P: Jerry Hagen 4313 South Pointe Court Eau Claire, WI 54701 (715) 563-4590 <a href="mailto:jerry.hagen@firehousesubs.com">jerry.hagen@firehousesubs.com</a>	5314 Prill Road, Suite 3	Eau Claire	WI 54701

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
WISCONSIN	J2 eNjoy Home, LLC P: Sharon Erickson N27W5108 Landmark Drive Cedarburg, WI 53012 (262) 751-4973 <a href="mailto:sharon.erickson@firehousesubs.com">sharon.erickson@firehousesubs.com</a>	1550 Port Washington Road	Grafton	WI 53024
WISCONSIN	SKS Enterpriese, LLC P: Kristin Sheikh 1159 Coral Street De Pere, WI 54115 (920) 265-6153 <a href="mailto:krissi.sheikh@firehousesubs.com">krissi.sheikh@firehousesubs.com</a>	2665 South Oneida Street, Suite E	Green Bay	WI 54304
WISCONSIN	SKS Enterpriese, LLC P: Kristin Sheikh 1159 Coral Street De Pere, WI 54115 (920) 265-6153 <a href="mailto:krissi.sheikh@firehousesubs.com">krissi.sheikh@firehousesubs.com</a>	2304 Lineville Road, Suite 114	Howard	WI 54313
WISCONSIN	NC Restaurants, LLC P: Joel Fallin 2555 Coyote Run Beloit, WI 53511 (608) 314-4935 <a href="mailto:joe.fallin@firehousesubs.com">joe.fallin@firehousesubs.com</a>	2050 Morse Street, Suite 100	Janesville	WI 53545
WISCONSIN	Badger Restaurant Group, LLC P: Eric Erwin 200 First Street Neptune Beach, FL 32266 (231) 633-2788 <a href="mailto:eric.erwin@firehousesubs.com">eric.erwin@firehousesubs.com</a>	7854 Mineral Point Road	Madison	WI 53717



STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
WISCONSIN	Badger Restaurant Group, LLC P: Eric Erwin 200 First Street Neptune Beach, FL 32266 (231) 633-2788 <a href="mailto:eric.erwin@firehousesubs.com">eric.erwin@firehousesubs.com</a>	1403 Emil Street	Madison	WI 53713
WISCONSIN	Badger Restaurant Group, LLC P: Don Davey 200 1 <sup>st</sup> Street, Suite 204 Neptune Beach, FL 32266 (904) 607-6988 <a href="mailto:ddavey@firehousesubs.com">ddavey@firehousesubs.com</a>	N92 W16135 Falls Parkway	Menomonee Falls	WI 53051
WISCONSIN	CNR SUBS, INC. P: Nick Patel 993 Reading Drive Bartlett, IL 60103 (847) 903-4446 <a href="mailto:nick.patel@firehousesubs.com">nick.patel@firehousesubs.com</a>	6012 Washington Avenue	Mt. Pleasant	WI 53406
WISCONSIN	Badger Restaurant Group, LLC P: Eric Erwin 200 1 <sup>st</sup> Street, Suite 204 Neptune Beach, FL 32266 (904) 607-6988 <a href="mailto:eric.erwin@firehousesubs.com">eric.erwin@firehousesubs.com</a>	4824 S. Moorland Road, #2	New Berlin	WI 53151
WISCONSIN	Ten Twelve Restaurant Group, LLC P: Steven Ahrens 45 Elm Acres Drive Fond du Lac, WI 54935 (920) 979-5650 <a href="mailto:steven.ahrens@firehousesubs.com">steven.ahrens@firehousesubs.com</a>	1890 S. Koeller Street	Oshkosh	WI 54902

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
WISCONSIN	Badger Restaurant Group, LLC P: Eric Erwin 200 First Street, Suite 204 Neptune Beach, FL 32266 (231) 633-2788 <a href="mailto:eric.erwin@firehousesubs.com">eric.erwin@firehousesubs.com</a>	390 S. Grand Avenue, Suite 102	Sun Prairie	WI 53590
WISCONSIN	GSS Sandwiches, LLC P: Ron Rady 6627 Greenhill Drive Mt. Pleasant, WI 53406 (920) 342-9531 <a href="mailto:ron.rady@firehousesubs.com">ron.rady@firehousesubs.com</a>	180 E. Sunset Drive, Suite C	Waukesha	WI 53189
WISCONSIN	Badger Restaurant Group, LLC P: Eric Erwin 200 1 <sup>st</sup> Street, Suite 204 Neptune Beach, FL 32266 (904) 607-6988 <a href="mailto:eric.erwin@firehousesubs.com">eric.erwin@firehousesubs.com</a>	1701 N. Mayfair Road	Wauwatosa	WI 53226
WISCONSIN	J2 eNjoy, Inc. P: Sharon Erickson N27W5108 Landmark Drive Cedarburg, WI 53012 (262) 751-4973 <a href="mailto:sharon.erickson@firehousesubs.com">sharon.erickson@firehousesubs.com</a>	1733 S. Main Street	West Bend	WI 53059

**LIST OF US AIRPORT RESTAURANTS OPEN AND OPERATING  
AS OF DECEMBER 26, 2021**

<b>STATE</b>	<b>FRANCHISEE NAME &amp; MAILING ADDRESS</b>	<b>RESTAURANT STREET ADDRESS</b>	<b>RESTAURANT CITY</b>	<b>RESTAURANT STATE AND ZIP CODE</b>
FLORIDA	Host International, Inc. (HMS Host) Secretary: Jon Stentz 6905 Rockledge Drive Bethesda, MD 20817 (240) 694-4893 <a href="mailto:hmshost@firehousesubs.com">hmshost@firehousesubs.com</a>	Jacksonville International Airport 2400 Yankee Clipper Drive	Jacksonville	FL 32218
FLORIDA	Host International, Inc. (HMS Host) Secretary: Jon Stentz 6905 Rockledge Drive Bethesda, MD 20817 (240) 694-4893 <a href="mailto:hmshost@firehousesubs.com">hmshost@firehousesubs.com</a>	Orlando International Airport 1 Jeff Fuqua Boulevard	Orlando	FL 32827
MINNESOTA	Host International, Inc. (HMS Host) Secretary: Jon Stentz 6905 Rockledge Drive Bethesda, MD 20817 (240) 694-4893 <a href="mailto:hmshost@firehousesubs.com">hmshost@firehousesubs.com</a>	Minneapolis-St. Paul Airport 4300 Glumack Drive, Suite LT-3256	St. Paul	MN 55111
NEW JERSEY	Host International, Inc. (HMS Host) Secretary: Jon Stentz 6905 Rockledge Drive Bethesda, MD 20817 (240) 694-4893 <a href="mailto:hmshost@firehousesubs.com">hmshost@firehousesubs.com</a>	Newark Liberty Airport 3 Brewster Road, Terminal B P.O. Box 29	Newark	NJ 07114

**LIST OF US FRANCHISED AGREEMENTS  
SIGNED (UNOPENED RESTAURANTS)  
AS OF DECEMBER 26, 2021**

<b>STATE</b>	<b>FRANCHISEE NAME &amp; MAILING ADDRESS</b>	<b>RESTAURANT STREET ADDRESS</b>	<b>RESTAURANT CITY</b>	<b>RESTAURANT STATE AND ZIP CODE</b>
ALABAMA	Fabozzi Family, LLC P: Christopher Fabozzi 2912 Whirlaway Trail Tallahassee, FL 32309 <a href="mailto:chris.fabozzi@firehousesubs.com">chris.fabozzi@firehousesubs.com</a>	N/A	Dothan	AL
ALABAMA	JFC Development, LLC P: James Cain 5984 South Fork Drive Hoover, AL 35244 <a href="mailto:james.cain@firehousesubs.com">james.cain@firehousesubs.com</a>	N/A	Eufaula	AL
ALABAMA	JFC Development, LLC P: James Cain 5984 South Fork Drive Hoover, AL 35244 <a href="mailto:james.cain@firehousesubs.com">james.cain@firehousesubs.com</a>	3300 MCFarland Boulevard Suite A	Northport	AL 35476
ALABAMA	War Eagle Wiches, LLC P: Amy Key Griggs 1103 13th Street Phenix City, AL 36867 <a href="mailto:amy.griggs@firehousesubs.com">amy.griggs@firehousesubs.com</a>	2019 280 Bypass	Phenix City	AL 36867
ALABAMA	Sword & Shield, Inc. P: William Austin Gantt 4551 Highland Crest Circle Hoover, AL 35226 <a href="mailto:austin.gantt@firehousesubs.com">austin.gantt@firehousesubs.com</a>	N/A	Sylacauga	AL
ARIZONA	Westside Subs 4, LLC P: Arturo Jimenez 15794 West McKinley Street Goodyear, AZ 85338 <a href="mailto:arturo.jimenez@firehousesubs.com">arturo.jimenez@firehousesubs.com</a>	N/A	Avondale	AZ

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
ARIZONA	FortyAte State, Inc. P: Avril Tatum 5803 W. Northern Ave. Suite 100 Glendale, AZ 85301 <a href="mailto:avril.tatum@firehousesubs.com">avril.tatum@firehousesubs.com</a>	N/A	Mesa	AZ
ARIZONA	Desert FireSubs9, LLC P: Windy Griffin 4606 E. Elmwood Circle Mesa, AZ 85205 <a href="mailto:windy.griffin@firehousesubs.com">windy.griffin@firehousesubs.com</a>	6920 E. Baseline Rd. Ste 104	Mesa	AZ 85209
ARIZONA	AZ Firehosers 3, LLC P: Paul Lukert 9058 West Watson Lane Peoria, AZ 85381 <a href="mailto:plukert@firehousesubs.com">plukert@firehousesubs.com</a>	3434 W. Greenway Rd.	Phoenix	AZ 85053
ARKANSAS	TLC Creations, Inc. P: Leann Cobb 2421 Chestnut Loop Little Rock, AR 72201 <a href="mailto:tcobb@firehousesubs.com">tcobb@firehousesubs.com</a>	N/A	Benton	AR
CALIFORNIA	Kings of Subs Corporation P: Jose Quintero 2900 Merle Ave Modesto, CA 95355 <a href="mailto:jose.quintero@firehousesubs.com">jose.quintero@firehousesubs.com</a>	7887 Madison Avenue, Suite A	Citrus Heights	CA 95610
CALIFORNIA	Yani Brothers Corporation P: Alex Yanikyan 3100 Charing Cross Road Glendale, CA 91206 <a href="mailto:alek.yanikyan@firehousesubs.com">alek.yanikyan@firehousesubs.com</a>	N/A	Glendale	CA
CALIFORNIA	Sub Exploration Technology Corp. P: Andrew Bedigian 10966 Cartwright Drive Chatsworth, CA 91311 <a href="mailto:andrewbedigian@yahoo.com">andrewbedigian@yahoo.com</a>	N/A	Los Angeles	CA

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
CALIFORNIA	Sandhu Enterprise, LLC P: Gaurav Sandhu 1452 Hidden Ranch Drive Simi Valley, CA 93063 <a href="mailto:gaurav.sandhu@firehousesubs.com">gaurav.sandhu@firehousesubs.com</a>	N/A	Los Angeles	CA
CALIFORNIA	4J's Retirement, Inc. P: Jeff Press 24518 Wayman St. Newhall, CA 91321 <a href="mailto:jeff.press@firehousesubs.com">jeff.press@firehousesubs.com</a>	N/A	Newhall	CA
CALIFORNIA	FUGEN Enterprises LLC P: Derrick Odland 1780 Calle Pacifico Arroyo Grande, CA 93420 <a href="mailto:derrick.odland@firehousesubs.com">derrick.odland@firehousesubs.com</a>	N/A	Santa Maria	CA
COLORADO	EHMY, LLC P: Ghebremeskel Misghna 472 Empire Street Aurora, CO 80010 <a href="mailto:misghna.ghebremeskel@firehousesubs.com">misghna.ghebremeskel@firehousesubs.com</a>	N/A	Brighton	CO
COLORADO	Greeley FHS, LLC P: Trevor Schultze 2525 49th Avenue #2 Greeley, CO 80634 <a href="mailto:derrick.odland@firehousesubs.com">derrick.odland@firehousesubs.com</a>	N/A	Greeley	CO
FLORIDA	Yarde Family Concessions P: Donishia Yarde 223 E. Lake Ave Auburndale, FL 33823 <a href="mailto:donishia.yarde@firehousesubs.com">donishia.yarde@firehousesubs.com</a>	N/A	Auburndale	FL
FLORIDA	DMR Foods IV, LLC P: Daniel J. Redolphy 2612 Santa Barbara Blvd. Suite 20 Cape Coral, FL 33914 <a href="mailto:dan.redolphy@firehousesubs.com">dan.redolphy@firehousesubs.com</a>	1519 NE Pine Island Road	Cape Coral	FL 33909

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
FLORIDA	Siesta Steam, LLC P: James Wiewel 47 Shoreland Drive Osprey, FL 34229 <a href="mailto:jwiewel@firehousesubs.com">jwiewel@firehousesubs.com</a>	N/A	Osprey	FL
FLORIDA	Codame Enterprises LLC P: Colin Means 2955 Meadow Oak Drive N. Clearwater, FL 33761 <a href="mailto:colin.means@firehousesubs.com">colin.means@firehousesubs.com</a>	2125 66th St N	St. Petersburg	FL 33710
FLORIDA	DKSS Subs, LLC P: Don Davey 1525 Beach Ave. Atlantic Beach, FL 32266 <a href="mailto:ddavey@firehousesubs.com">ddavey@firehousesubs.com</a>	2231 Western Way #A	Winter Garden	FL 34787
GEORGIA	Vision Foods, Inc. P: Adam Arefian 1051 Simonton Way Watkinsville, GA 30677 <a href="mailto:aarefian@firehousesubs.com">aarefian@firehousesubs.com</a>	N/A	Athens Tech	GA
GEORGIA	Willexis LLC P: William Stilley 207 Legacy Park Drive Perry, GA 31069 <a href="mailto:william.stilley@firehousesubs.com">william.stilley@firehousesubs.com</a>	1416 E. 16th Ave	Cordele	GA 31015
GEORGIA	Integrity of GA, Inc. P: Mehul H. Patel 4901 Bonny Oaks Dr Chattanooga, TN 37416 <a href="mailto:william.stilley@firehousesubs.com">william.stilley@firehousesubs.com</a>	N/A	Dalton	GA
GEORGIA	K&L Hot Subs LLC P: Nishaben Patel 1487 Hwy 20 West McDonough, GA 30253 <a href="mailto:nishaben.patel@firehousesubs.com">nishaben.patel@firehousesubs.com</a>	N/A	Stockbridge	GA

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GEORGIA	Downey Foods, LLC P: Kirk Downey PO Box 2186 Aiken, SC 29802 <a href="mailto:kdowney@firehousesubs.com">kdowney@firehousesubs.com</a>	N/A	Toccoa	GA
ILLINOIS	Samrasandhu4 Inc. P: Davinder Singh 13425 S. Sunflower Ct. Plainfield, IL 60585 <a href="mailto:davinder.singh@firehousesubs.com">davinder.singh@firehousesubs.com</a>	N/A	Naperville	IL
INDIANA	JT Williams, LLC P: Tammie Williams 4548 Lake Chapin Road Berrien Springs, MI 49103 <a href="mailto:tammie.williams@firehousesubs.com">tammie.williams@firehousesubs.com</a>	N/A	Mishawaka	IN
LOUISIANA	Contraband Cowboys, LLC P: Robert Callaway 200 Sugar Lane Leesville, LA 71446 <a href="mailto:robert.callaway@firehousesubs.com">robert.callaway@firehousesubs.com</a>	N/A	Lake Charles	LA
LOUISIANA	H & P Pineville, LLC P: Heather Pitts 5963 Ron Mar Drive Alexandria, LA 71303 <a href="mailto:heather.pitts@firehousesubs.com">heather.pitts@firehousesubs.com</a>	N/A	Pineville	LA
LOUISIANA	Nichols Holdings, LLC P: Christopher Nichols 2122 Hicks Frazier Farmersville, LA 71241 <a href="mailto:chris.nichols@firehousesubs.com">chris.nichols@firehousesubs.com</a>	N/A	Ruston	LA
MARYLAND	MIZAN FOODS, INC. P: Mizanur Rahaman 1209 Pear Blossum Ct. Catonsville, MD 21228 <a href="mailto:chris.nichols@firehousesubs.com">chris.nichols@firehousesubs.com</a>	N/A	Catonsville	MD



<b>STATE</b>	<b>FRANCHISEE NAME &amp; MAILING ADDRESS</b>	<b>RESTAURANT STREET ADDRESS</b>	<b>RESTAURANT CITY</b>	<b>RESTAURANT STATE AND ZIP CODE</b>
MARYLAND	Mo Mac Grills, LLC P: Morris McDaniels 2908 Oakford Ave. Baltimore, MD 21215 <a href="mailto:morris.mcdaniels@firehousesubs.com">morris.mcdaniels@firehousesubs.com</a>	N/A	Glen Burnie	MD
MARYLAND	BB&R Operations, LLC P: Rickey Talley 2104 Ode Road District Heights, MD 20747 <a href="mailto:rickey.talley@firehousesubs.com">rickey.talley@firehousesubs.com</a>	N/A	New Carrollton	MD
MARYLAND	Backdraft Bethesda, Inc. P: Najeeb Aslam 2240 Sussex Court Woodbridge, VA 22191 <a href="mailto:najeeb.aslam@firehousesubs.com">najeeb.aslam@firehousesubs.com</a>	N/A	North Bethesda	MD
MICHIGAN	BK Canton Ventures LLC P: William Boyd 6683 Edgewood Canton, MI 48187 <a href="mailto:bill.boyd@firehousesubs.com">bill.boyd@firehousesubs.com</a>	3500 Washtenaw Ave	Ann Arbor	MI 48104
MICHIGAN	Daughters LLC P: Randeep Minhas 61218 Mustang Dr South Lyon, MI 48178 <a href="mailto:randeep.minhas@firehousesubs.com">randeep.minhas@firehousesubs.com</a>	11492 Middlebelt Rd	Livonia	MI 48150
MINNESOTA	Tall Ladders LLC P: Sean McGovern 18820 Inca Ave. Lakeville, MN 55044 <a href="mailto:sean.mcgovern@firehousesubs.com">sean.mcgovern@firehousesubs.com</a>	7875 150th Street	Apple Valley	MN 55124
MINNESOTA	Blazing Fire Foods, LLC P: Robert Sullivan 7818 Excelsior Rd. Brainerd, MN 56425 <a href="mailto:sean.mcgovern@firehousesubs.com">sean.mcgovern@firehousesubs.com</a>	N/A	Brainerd	MN 56425

<b>STATE</b>	<b>FRANCHISEE NAME &amp; MAILING ADDRESS</b>	<b>RESTAURANT STREET ADDRESS</b>	<b>RESTAURANT CITY</b>	<b>RESTAURANT STATE AND ZIP CODE</b>
MISSISSIPPI	Whiddenprise MS III, LLC P: John Whidden 1611 Preakness Run Ln. Collierville, TN 38017 <a href="mailto:sean.mcgovern@firehousesubs.com">sean.mcgovern@firehousesubs.com</a>	N/A	Hernando	MS
MISSOURI	Meatball Dreams IV, Inc. P: David Johnson 14209 NE 154th Street Kearney, MO 64060 <a href="mailto:djohnson@firehousesubs.com">djohnson@firehousesubs.com</a>	919 NW 84th Terrace	Kansas City	MO 64155
MISSOURI	Triple C Restaurant Group, LLC P: Brian J. Collins 3338 Lone Elm Drive St. Louis, MO 63125 <a href="mailto:djohnson@firehousesubs.com">djohnson@firehousesubs.com</a>	1954 Wentzville Parkway	Wentzville	MO 63385
NEBRASKA	TLM Enterprises, LLC P: Thomas Mejstrik 151 W. Chancery Ct. Lincoln, NE 68521 <a href="mailto:tom.mejstrik@firehousesubs.com">tom.mejstrik@firehousesubs.com</a>	5308 S 56th Street	Lincoln	NE 68516
NEVADA	LHK, LLC P: Damon Kreizenbeck 2667 Fermi Road Carson City, NV 89706 <a href="mailto:damon.kreizenbeck@firehousesubs.com">damon.kreizenbeck@firehousesubs.com</a>	925 W. 5th St. Suite #125	Reno	NV 89503
NEW MEXICO	Lucaba, LLC P: Lucas Conner 7016 Tijeras Creek Rd. NW Albuquerque, NM 87114 <a href="mailto:lucas.conner@firehousesubs.com">lucas.conner@firehousesubs.com</a>	N/A	Albuquerque	NM

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NEW MEXICO	4K Restaurant Group, LLC P: Jack Kassis 2809 N. Selman Street Hobbs, NM 88240 <a href="mailto:jack.kassis@firehousesubs.com">jack.kassis@firehousesubs.com</a>	2303 N. Main St. Suite A	Roswell	NM 88201
NORTH CAROLINA	AP & RP, LLC P: Hampton Larry Chandler PO Box 50645 Columbia, SC 29250 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	1025 2nd St. NE	Hickory	NC 28601
NORTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler PO Box 50645 Columbia, SC 29250 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	904 US Hwy 401 Bypass	Laurinbug	NC 28352
OHIO	MIK 5 LLC P: Matthew Mikola 3476 Charring Cross Dr Stow, OH 44224 <a href="mailto:matt.mikola@firehousesubs.com">matt.mikola@firehousesubs.com</a>	4748 Ridge Rd.	Brooklyn	OH 44144
OHIO	SevenServingHim, LLC P: Eric Krupa 11120 Fairall Road Fazeysburg, OH 43822 <a href="mailto:eric.krupa@firehousesubs.com">eric.krupa@firehousesubs.com</a>	N/A	Zanesville	OH
PENNSYLVANIA	Mojo Foods P: Melissa Kreutzberger 347 Southmont Blvd Johnstown, PA 15905 <a href="mailto:melissa.kreutzberger@firehousesubs.com">melissa.kreutzberger@firehousesubs.com</a>	N/A	Altoona	PA

<b>STATE</b>	<b>FRANCHISEE NAME &amp; MAILING ADDRESS</b>	<b>RESTAURANT STREET ADDRESS</b>	<b>RESTAURANT CITY</b>	<b>RESTAURANT STATE AND ZIP CODE</b>
PENNSYLVANIA	Zukra Enterprises LLC P: Abeer Kronawetter 182 Fireside Drive McMurray, PA 15317 <a href="mailto:abeer.kronawetter@firehousesubs.com">abeer.kronawetter@firehousesubs.com</a>	N/A	Bethel Park	PA
SOUTH CAROLINA	TLC Enterprises, LLC P: Hampton Larry Chandler PO Box 50645 Columbia, SC 29250 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	542 Knox Abbott Drive	Cayce	SC 29033
SOUTH CAROLINA	TLC Enterprises, LLC P: Hampton Larry Chandler PO Box 50645 Columbia, SC 29250 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	N/A	Dillon	SC
SOUTH CAROLINA	TLC Enterprises, LLC P: Hampton Larry Chandler PO Box 50645 Columbia, SC 29250 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	N/A	Myrtle Beach	SC
SOUTH CAROLINA	Liquid Fire, LLC. P: Chad Weaver 199 Penrose Drive Savannah, GA 31410 <a href="mailto:cweaver@firehousesubs.com">cweaver@firehousesubs.com</a>	N/A	Okatie Crossing	SC
SOUTH CAROLINA	TLC Enterprises, LLC P: Hampton Larry Chandler PO Box 50645 Columbia, SC 29250 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	N/A	Orangeburg	SC

<b>STATE</b>	<b>FRANCHISEE NAME &amp; MAILING ADDRESS</b>	<b>RESTAURANT STREET ADDRESS</b>	<b>RESTAURANT CITY</b>	<b>RESTAURANT STATE AND ZIP CODE</b>
SOUTH CAROLINA	Three Alarm Subs, Inc. P: Bryan Paquin, Sr. 560 Hwy 17 N. Myrtle Beach, SC 29582 <a href="mailto:bpaquin@firehousesubs.com">bpaquin@firehousesubs.com</a>	N/A	Summerville	SC
TENNESSEE	Way Better Subs VII, LLC P: Mark Watson 1517 Fairhaven Lane Murfreesboro, TN 37128 <a href="mailto:mwatson@firehousesubs.com">mwatson@firehousesubs.com</a>	N/A	Gallatin	TN
TENNESSEE	Whiddenprise TN III, LLC P: John Whidden 1611 Preakness Run Ln. Collierville, TN 38017 <a href="mailto:john.whidden@firehousesubs.com">john.whidden@firehousesubs.com</a>	N/A	Lakeland	TN
TENNESSEE	Way Better Subs VII, LLC P: Mark Watson 1517 Fairhaven Lane Murfreesboro, TN 37128 <a href="mailto:mwatson@firehousesubs.com">mwatson@firehousesubs.com</a>	N/A	Lebanon	TN
TENNESSEE	PRG II LLC P: John A. Parish 715 Woodsedge Drive Eads, TN 38028 <a href="mailto:jparish@firehousesubs.com">jparish@firehousesubs.com</a>	N/A	Millington	TN
TENNESSEE	Way Better Subs VIII, LLC P: Mark Watson 1517 Fairhaven Lane Murfreesboro, TN 37128 <a href="mailto:mwatson@firehousesubs.com">mwatson@firehousesubs.com</a>	N/A	Shelbyville	TN

<b>STATE</b>	<b>FRANCHISEE NAME &amp; MAILING ADDRESS</b>	<b>RESTAURANT STREET ADDRESS</b>	<b>RESTAURANT CITY</b>	<b>RESTAURANT STATE AND ZIP CODE</b>
TEXAS	Kahlon Investments LLC P: Jagjitpal Kahlon 104 Killdeer Court Southlake, TX 76092 <a href="mailto:jay.kahlon@firehousesubs.com">jay.kahlon@firehousesubs.com</a>	N/A	Cockrell Hill	TX
TEXAS	FHS DFW Restaurant Group, LLC P: Ryan Franklin 987 Lehigh Lane Allen, TX 75013 <a href="mailto:ryan.franklin@firehousesubs.com">ryan.franklin@firehousesubs.com</a>	N/A	Coppell	TX
TEXAS	Fire Dancer Burleson Inc. P: Jay Robinson 3917 Duval Drive Carrollton, TX 75010 <a href="mailto:jay.robinson@firehousesubs.com">jay.robinson@firehousesubs.com</a>	11750 Hwy 380 Suite 150	Cross Roads	TX 76227
TEXAS	Katy Restaurant Group, LLC P: Taha Mohamed 3815 Teresa Cove Lane Katy, TX 77449 <a href="mailto:taha.mohamed@firehousesubs.com">taha.mohamed@firehousesubs.com</a>	6630 FM 1463	Fulshear	TX 77494
TEXAS	ISUBS, LLC P: Koteswara Rao Gottipati 3404 Caribou Ln. McKinney, TX 75070 <a href="mailto:rao.gottipati@firehousesubs.com">rao.gottipati@firehousesubs.com</a>	N/A	Plano	TX
TEXAS	Legendary Grit Inc. P: Thomas Densmore 201 Cottonwood Street Weatherford, TX 76086 <a href="mailto:thomas.densmore@firehousesubs.com">thomas.densmore@firehousesubs.com</a>	N/A	Temple	TX

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TEXAS	Smoke n' Bones, LLC P: Chad Fulkerson 249 Ruger St. Tuscola, TX 79562 <a href="mailto:chad.fulkerson@firehousesubs.com">chad.fulkerson@firehousesubs.com</a>	N/A	Tuscola	TX
UTAH	Ignacious Endeavours, LLC P: Natalie Morris 4197 Riverdale Rd Riverdale, UT 84405 <a href="mailto:natalie.morris@firehousesubs.com">natalie.morris@firehousesubs.com</a>	4197 Riverdale Rd.	Riverdale	UT 84405
WASHINGTON	Hosers Hot Subs, LLC P: Travis Leistiko 11629 SE 231 Street PL. Kent, WA 98031 <a href="mailto:travis.leistikio@firehousesubs.com">travis.leistikio@firehousesubs.com</a>	N/A	Covington	WA
WISCONSIN	DSB Development LLC P: Kristin Sheikh 1159 Coral St. De Pere, WI 54115 <a href="mailto:krissi.sheikh@firehousesubs.com">krissi.sheikh@firehousesubs.com</a>	3845 E. Calumet St.	Appleton	WI 54915
WISCONSIN	Badger Restaurant Group, LLC P: Don Davey 1525 Beach Ave. Atlantic Beach, FL 32266 <a href="mailto:ddavey@firehousesubs.com">ddavey@firehousesubs.com</a>	N4014 Majestic Circle	Dane	WI 53523
WISCONSIN	Ten Twelve Restaurant Group, LLC P: Steve Ahrens 45 Elm Acres Dr. Fond du Lac, WI 54935 <a href="mailto:steven.ahrens@firehousesubs.com">steven.ahrens@firehousesubs.com</a>	N/A	Fond du Lac	WI

<b>STATE</b>	<b>FRANCHISEE NAME &amp; MAILING ADDRESS</b>	<b>RESTAURANT STREET ADDRESS</b>	<b>RESTAURANT CITY</b>	<b>RESTAURANT STATE AND ZIP CODE</b>
WISCONSIN	DSB Development P: Seth Sheikh 1159 Coral Street De Pere, WI 54115 <a href="mailto:seth.sheikh@firehousesubs.com">seth.sheikh@firehousesubs.com</a>	N/A	Green Bay	WI
WISCONSIN	Central Wisconsin Station, LLC P: Jodi Berndt 9003 Buska Street Weston, WI 54476 <a href="mailto:jodi.berndt@firehousesubs.com">jodi.berndt@firehousesubs.com</a>	200 N. Division St.	Stevens Point	WI 54481
WYOMING	M&J's Subs, Inc. P: Amanda Music 4485 Ridgway Dr. Loveland, CO 80538 <a href="mailto:amanda.music@firehousesubs.com">amanda.music@firehousesubs.com</a>	3901 E. Pershing Blvd, Unit C	Cheyenne	WY 82001



**EXHIBIT O TO THE DISCLOSURE DOCUMENT**

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**LIST OF FRANCHISE OWNERS  
WHO HAVE LEFT THE SYSTEM**

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The following is a list of franchisees whose franchise agreements have either been terminated, canceled, not renewed or who otherwise have left the system during the 12-month period ending December 31, 2021 and through March 7, 2022

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
ALABAMA	Alta Enterprises, LLC P: Justin Clark 741 Rosebury Road Helena, AL 35080 (863) 241-3476 <a href="mailto:justin.clark@firehousesubs.com">justin.clark@firehousesubs.com</a>	4704 Cahaba River Road, Suite J-1	Birmingham	AL 35243+\$
ALABAMA	Tetra Ventures, LLC P: James Cain 5984 South Fork Drive Hoover, AL 35244 (334) 695-1271 <a href="mailto:james.cain@firehousesubs.com">james.cain@firehousesubs.com</a>	181 Main Street, Suite 213	Hoover	AL 35216+\$
ARKANSAS	P2 Restaurants, LLC P: Jason Pullman 707-2 Caprington Bentonville, AR 72712 (479) 271-8555 <a href="mailto:jason.pullman@firehousesubs.com">jason.pullman@firehousesubs.com</a>	3481 Bella Vista Way	Bella Vista	AR 72714+
ARKANSAS	P2 Restaurants, LLC P: Jason Pullman 707-2 Caprington Bentonville, AR 72712 (479) 271-8555 <a href="mailto:jason.pullman@firehousesubs.com">jason.pullman@firehousesubs.com</a>	4914 Elm Springs Rd. #1	Springdale	AR 72762+
ARIZONA	R & B Legacy, Inc. P: Robert Hundley 5924 W. Cactus Wren Way Florence, AZ 85132 (602) 616-2379 <a href="mailto:robert.hundley@firehousesubs.com">robert.hundley@firehousesubs.com</a>	20851 Rittenhouse Road, Suite 101	Queen Creek	AZ 85142*&

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
CALIFORNIA	R.B.N.A. LLC P: Ritesh Patel 18330 Tolusa Court Morgan Hill, CA 95037 (831) 214-9164 <a href="mailto:ritesh.patel@firehousesubs.com">ritesh.patel@firehousesubs.com</a>		Gilroy	CA+
CALIFORNIA	Teasky Restaurants, LLC P: Keith Teagarden 2325 Hyacinth Street San Bernardino, CA 92407 (909) 633-3664 <a href="mailto:keith.teagarden@firehousesubs.com">keith.teagarden@firehousesubs.com</a>	1610 Foothill Boulevard	La Verne	CA 91750**
CALIFORNIA	Nur Restaurant Group, Inc. P: Navid Sapir 9736 Blantyre Drive Beverly Hills, CA 90210 (310) 770-4935 <a href="mailto:navid.sapir@firehousesubs.com">navid.sapir@firehousesubs.com</a>	5602 Dennis McCarthy Dr., Suite A	Lebec	CA 93243++
CALIFORNIA	Teasky 2, LLC P: Keith Teagarden 2325 Hyacinth Street San Bernardino, CA 92407 (909) 633-3664 <a href="mailto:keith.teagarden@firehousesubs.com">keith.teagarden@firehousesubs.com</a>	11995 Foothill Boulevard, Suite 110	Rancho Cucamonga	CA 91730*
COLORADO	SiddiqiRasul Boulder, LLC P: Usman Rasul 14310 Grant Street, Apt. 12-201 Thornton, CO 80023 (214) 235-6838 <a href="mailto:usman.rasul@firehousesubs.com">usman.rasul@firehousesubs.com</a>	1695 29 <sup>th</sup> Street	Boulder	CO 80301[1]++
COLORADO	GulfSpring Partners, LLC P: John Reed 3034 Mashie Circle Castle Rock, CO 80109 (308) 530-6149 <a href="mailto:john.reed@firehousesubs.com">john.reed@firehousesubs.com</a>	3604 Austin Bluffs Pkwy., Suite 110	Colorado Springs	CO 80918*

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
COLORADO	GulfSpring Partners, LLC P: John Reed 3034 Mashie Circle Castle Rock, CO 80109 (308) 530-6149 <a href="mailto:john.reed@firehousesubs.com">john.reed@firehousesubs.com</a>	5915 Dublin Blvd., Suite 120	Colorado Springs	CO 80923**
COLORADO	5 Alarm, LLC P: Bruce Gerstein 9472 Winding Hill Way Lone Tree, CO 80124 (850) 556-2590 <a href="mailto:bgerstein@firehousesubs.com">bgerstein@firehousesubs.com</a>	10060 Grant Street	Thornton	CO 80229**
CONNECTICUT	CPD Investments LLC P: Clint Wallburg 594 Farmington Avenue, Unit 42B Bristol, CT 06010 (860) 418-9868 <a href="mailto:clint.wallburg@firehousesubs.com">clint.wallburg@firehousesubs.com</a>	594 Farmington Avenue, Unit 42B	Bristol	CT 06010++&
FLORIDA	Redline Restaurants Inc. P: Meliany VanNostrand 2450 Cherokee Road Saint Cloud, FL 34772 (813) 245-3250 <a href="mailto:meliany.vannostrand@firehousesubs.com">meliany.vannostrand@firehousesubs.com</a>	931 N. SR 434, #1045	Altamonte Springs	FL 32714++
FLORIDA	C & P Restaurant Group, Inc. P: David Hause 419 Bourganville Drive Palm Coast, FL 32137 (904) 955-9900 <a href="mailto:dhause@firehousesubs.com">dhause@firehousesubs.com</a>	2525 W. International Speedway Blvd., Suite 170	Daytona Beach	FL 32114*
FLORIDA	4 <sup>th</sup> GEN, LLC P: Mariano Affranchino 1673 Victoria Pointe Circle Weston, FL 33327 (787) 368-1594 <a href="mailto:mariano.affranchino@firehousesubs.com">mariano.affranchino@firehousesubs.com</a>	3887 NW 107 <sup>th</sup> Avenue, Suite 102	Doral	FL 33178++

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
FLORIDA	3 <sup>rd</sup> Fire, LLC P: Mariano Affranchino 1673 Victoria Pointe Circle Weston, FL 33327 (787) 368-1594 <a href="mailto:mariano.affranchino@firehousesubs.com">mariano.affranchino@firehousesubs.com</a>	1607 East Sunrise Boulevard	Fort Lauderdale	FL 33304*
FLORIDA	Bobby Damon Enterprises, LLC P: Damon McCrystal 2510 Country Club Rd. Winter Haven, FL 33881 (863) 287-4896 <a href="mailto:damon.mccrystal@firehousesubs.com">damon.mccrystal@firehousesubs.com</a>	4141 US Highway 98 North	Lakeland	FL 33809**
FLORIDA	Impact FHS Restaurants X, LLC P: Sarju Patel 7627 Courtney Campbell Causeway Tampa, FL 33607 (813) 240-2135 <a href="mailto:spatel@firehousesubs.com">spatel@firehousesubs.com</a>	10500 Ulmerton Road, Suite 750	Largo	FL 33771*
FLORIDA	BT&S Restaurant Group 2, Inc. P: Kamran Ghorbani 1940 NW 107 <sup>th</sup> Terrace Coral Springs, FL 33071 (954) 540-5357 <a href="mailto:kghorbani@firehousesubs.com">kghorbani@firehousesubs.com</a>	7542 W. Commercial Boulevard	Lauderhill	FL 33319**
FLORIDA	MGR Restaurant Holdings, Inc. P: Mike Runey 835 Seacrest Dr. Largo, FL 33771 (240) 446-6821 <a href="mailto:mike.runey@firehousesubs.com">mike.runey@firehousesubs.com</a>	8352 Little Road	New Port Richey	FL 34654*
FLORIDA	TNT Associates of Bay County, LLC P: Dawn Dykes 805 N. Tyndall Parkway Panama City, FL 32404 (850) 819- 8392	805 N. Tyndall Parkway	Panama City	FL 32404**

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
FLORIDA	Subdude Restaurant Group, Inc. P: David Hause 419 Bourganville Drive Palm Coast, FL 32137 (904) 953-9900 <a href="mailto:dhause@firehousesubs.com">dhause@firehousesubs.com</a>	1844 S. Ridgewood Avenue	S. Daytona	FL 32119*
FLORIDA	Hollis Enterprise II LLC P: Susan Hollis 594 Dolphin Avenue SE St. Petersburg, FL 33705 (727) 871-6118 <a href="mailto:susan.hollis@firehousesubs.com">susan.hollis@firehousesubs.com</a>	10490 Roosevelt Boulevard	St. Petersburg	FL 33716+\$
FLORIDA	Hollis Enterprise, LLC P: Susan Hollis 594 Dolphin Avenue SE St. Petersburg, FL 33705 (727) 871-6118 <a href="mailto:susan.hollis@firehousesubs.com">susan.hollis@firehousesubs.com</a>	4949 4 <sup>th</sup> Street N.	Saint Petersburg	FL 33703**
FLORIDA	Fire Foods, LLC P: Mariano Affranchino 1673 Victoria Pointe Circle Weston, FL 33327 (786) 600-0227 <a href="mailto:mariano.affranchino@firehousesubs.com">mariano.affranchino@firehousesubs.com</a>	134 Weston Road	Sunrise	FL 33326*
FLORIDA	Firehouse Subs of Tallahassee #3, Inc. P: Christopher Holmes 3702 Bobbin Brook E. Tallahassee, FL 32312 (850) 567-5171 <a href="mailto:cholmes@firehousesubs.com">cholmes@firehousesubs.com</a>	1908-1 Capital Circle NE	Tallahassee	FL 32308*&&
GEORGIA	RSS Sub Shop, Inc. P: Rick Szabo 5610 Glenridge Drive Suite 102 Atlanta, GA 30342 (404) 216-5137 <a href="mailto:rszabo@firehousesubs.com">rszabo@firehousesubs.com</a>	3005 Old Alabama Rd., Suite 6001	Alpharetta	GA 30022*&&

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
GEORGIA	AAN 1786 Inc. P: Alishan Nanji 1317 Cherry Tree Court Lawrenceville, GA 30043 (678) 779-1289 <a href="mailto:alishan.nanji@firehousesubs.com">alishan.nanji@firehousesubs.com</a>	4145 Lawrenceville Hwy., Suite 16	Lilburn	GA 30047**
GEORGIA	Faara Restaurant, LLC P: Karl Budhwani 933 Kalmia Drive Lawrenceville, GA 30044 (770) 362-9100 <a href="mailto:karl.budhwani@firehousesubs.com">karl.budhwani@firehousesubs.com</a>	8075 Mall Parkway	Lithonia	GA 30038**
GEORGIA	Criswell's Inc. P: Mike Criswell 581 Buck Creek Rd. Griffin, GA 30224 (404) 925-2839 <a href="mailto:mcriswell@firehousesubs.com">mcriswell@firehousesubs.com</a>	2109 Jonesboro Road	McDonough	GA 30253*
GEORGIA	Criswell's Inc. P: Mike Criswell 581 Buck Creek Rd. Griffin, GA 30224 (404) 925-2839 <a href="mailto:mcriswell@firehousesubs.com">mcriswell@firehousesubs.com</a>	1487 West Highway 20, Suite D	McDonough	GA 30253*&
GEORGIA	Loya, LLC P: Nirav Patel 925 Canterbury Road, Unit 806 Atlanta, GA 30324 (478) 335-6789 <a href="mailto:nirav.patel@firehousesubs.com">nirav.patel@firehousesubs.com</a>	1740 Indian Trail Road, Suite 300	Norcross	GA 30093++
GEORGIA	S & A Investment, LLC P: Bhumika Patel 71 Brooks Landing Drive Newnan, GA 30265 (847) 452-6959 <a href="mailto:bhumika.patel@firehousesubs.com">bhumika.patel@firehousesubs.com</a>	321 Commerce Drive	Peachtree City	GA <a href="#">30269[2]</a> *&

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
GEORGIA	Lightning Food Services, LLC P: Trevor Bolt 3009 Sterling Court Roswell, GA 30075 (678) 392-8187 <a href="mailto:trevor.bolt@firehousesubs.com">trevor.bolt@firehousesubs.com</a>	4648 Woodstock Road, Suite 250	Roswell	GA 30075*
GEORGIA	Criswell's Inc. P: Mike Criswell 581 Buck Creek Rd. Griffin, GA 30224 (404) 925-2839 <a href="mailto:mcriswell@firehousesubs.com">mcriswell@firehousesubs.com</a>	1465 Hudson Bridge Rd., Suite 109	Stockbridge	GA 30281*
INDIANA	Bigger Better Subs, Inc. P: Michael Johnson P.O. Box 598 Schererville, IN 46375 (219) 742-1569 <a href="mailto:mjohnson@firehousesubs.com">mjohnson@firehousesubs.com</a>	124 E. Northfield Drive	Brownsburg	IN 46112*
INDIANA	BooCoo Subs, LLC P: Mickey McKeel 701 Osborne Drive Columbia, TN 38401 (931) 215-0245 <a href="mailto:mickey.mckeel@firehousesubs.com">mickey.mckeel@firehousesubs.com</a>	1031 N. Green River Road, #102	Evansville	IN 47711*
INDIANA	Boiler Brothers, Inc. P: Mark Adams 3726 White Cliff Way Whitestown, IN 46075 (317) 517-7339 <a href="mailto:madams@firehousesubs.com">madams@firehousesubs.com</a>	3516 W 86 <sup>th</sup> Street	Indianapolis	IN 46268**
INDIANA	Mercury Project, Inc. P: David Stanton 9006 East 173rd Ave. Hebron, IN 60439 (219) 613-4032 <a href="mailto:david.stanton@firehousesubs.com">david.stanton@firehousesubs.com</a>	2627 E. 80th Avenue	Merrillville	IN 46431**



STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
IOWA	Glebry II, Incorporated P: John Chadima 306 Rockvalley Lane NW Cedar Rapids, IA 52405 (608) 224-9487 <a href="mailto:john.chadima@firehousesubs.com">john.chadima@firehousesubs.com</a>	1800 North Division Street, Suite 1800	Davenport	IA 52804++
KANSAS	SR Heath, LLC P: Robin Heath 20829 W 45 <sup>th</sup> Terrace Shawnee, KS 66218 (913) 522-9416 <a href="mailto:robin.heath@firehousesubs.com">robin.heath@firehousesubs.com</a>	9113 Metcalf Avenue	Overland Park	KS 66212++
KENTUCKY	Vrisha, Inc. P: Rahul Lohar 2205 High Pine Drive Louisville, KY 40214 (502) 693-7401 <a href="mailto:Rahul.lohar@firehousesubs.com">Rahul.lohar@firehousesubs.com</a>	4905 Outer Loop	Louisville	KY 40219++
KENTUCKY	G&G Subs, LLC P: George Scherzer 5306 Cross Creek Dr. Crestwood, KY 40014 (502) 741-6679 <a href="mailto:gscherzer@firehousesubs.com">gscherzer@firehousesubs.com</a>	215 South Hurstbourne Pkwy, Suite 104	Louisville	KY 40222**
LOUISIANA	Nasz Remiza, LLC P: Shawn McWaters 18324 Easterbrook Rd. Ponchatoula, LA 70454 (985) 662-9183 <a href="mailto:smcwaters@firehousesubs.com">smcwaters@firehousesubs.com</a>	1750 W. Thomas, Suite A	Hammond	LA 70401**
MAINE	S & L Enterprises, Inc. P: Coleman Sheffield 6 Blethen Street Lisbon Falls, ME 04252 (251) 610-5869 <a href="mailto:coleman.sheffield@firehousesubs.com">coleman.sheffield@firehousesubs.com</a>	56 Topsham Fair Mall Road	Topsham	ME 04086*

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
MARYLAND	AMoledina, Inc. P: Ayaz Moledina 3863 Beatty Rd. Monkton, MD 21111 (443) 875-06020 <a href="mailto:ayaz.moledina@firehousesubs.com">ayaz.moledina@firehousesubs.com</a>	2080 York Road, Suite 145	Timonium	MD 21093*&
MASSACHUSETTS	Aramark Food and Support Services Group, Inc. P: Robert Roberage 1101 Market Street Philadelphia, PA 19107 (413) 796-2014 <a href="mailto:fhsaramark@firehousesubs.com">fhsaramark@firehousesubs.com</a>	1215 Wilbraham Road	Springfield	MA 01119++
MINNESOTA	Englestad FHS Five, LLC P: Eric Engelstad 2608 W. 95th Street Sioux Falls, SD 57108 (605) 880-0102 <a href="mailto:eric.engelstad@firehousesubs.com">eric.engelstad@firehousesubs.com</a>	335 5th Avenue South, Suite 160	St. Cloud	MN 56301*
MISSOURI	Triple C Restaurants, LLC P: Brian Collins 3338 Lone Elm Drive St. Louis, MO 63125 (636) 346-9086 <a href="mailto:brian.collins@firehousesubs.com">brian.collins@firehousesubs.com</a>	2703 East Broadway, Suite 125	Columbia	MO 65201*
MISSOURI	Triple C Restaurant Group, LLC P: Brian Collins 3338 Lone Elm Drive St. Louis, MO 63125 (636) 346-9086 <a href="mailto:brian.collins@firehousesubs.com">brian.collins@firehousesubs.com</a>	3507 Norfleet Drive, Suite 101	Columbia	MO 65201*

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
MISSOURI	JSAC, LLC P: Jason Pullman 707-2 Caprington Bentonville, AR 72712 (479) 271-8555 <a href="mailto:jason.pullman@firehousesubs.com">jason.pullman@firehousesubs.com</a>	1816 South Range Line Road	Joplin	MO 64804*
MISSOURI	Craig Hulke Enterprises, Inc. P: Craig Hulke 9300 W. 116 <sup>th</sup> Street Overland Park, KS 66210 (816) 517-5166 <a href="mailto:craig.hulke@firehousesubs.com">craig.hulke@firehousesubs.com</a>	1943 Foxwood Drive	Raymore	MO 64083*
NEVADA	Hualapai Firehousesubs, LLC P: Robert Rather 3125 La Mirada Ave Las Vegas, NV 89120 (702) 575-2771 <a href="mailto:bob.rather@firehousesubs.com">bob.rather@firehousesubs.com</a>	9921 W. Charleston Blvd., Suite 4	Las Vegas	NV 89117*
NEVADA	H & K Eastern, LLC P: Michele Loupee 5116 Jessica Joy Street Las Vegas, NV 89149 (219) 789-9441 <a href="mailto:michele.loupee@firehousesubs.com">michele.loupee@firehousesubs.com</a>	5905 S. Eastern Ave., Suite 109	Las Vegas	NV 89119*&
NEVADA	H&K Ventures, LLC P: Michele Loupee 5116 Jessica Joy Street Las Vegas, NV 89149 (219) 789-9441 <a href="mailto:michele.loupee@firehousesubs.com">michele.loupee@firehousesubs.com</a>	2208 S. Nellis Blvd., Suite 7	Las Vegas	NV 89104*&
NEW JERSEY	Duck Island Restaurants, LLC P: Joe Ungaro 15 Salter Place Maplewood, New Jersey 07040 (917) 922-5983	176 Columbia Turnpike	Florham Park	NJ 07932++

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
NEW JERSEY	Long Valley Foods, LLC P: John Ti Li 95 West Main Street, Suite 5-297 Chester, NJ 07930 (908) 867-0011 <a href="mailto:john.li@firehousesubs.com">john.li@firehousesubs.com</a>	1235 W. Chestnut Street, Unit 5C	Union	NJ 07083++
NEW YORK	Biz Globe, Inc. P: Shashikanth Ramaiah 57 Red Maple Way New Windsor, NY 12553 (845) 505-4160		Middleton	NY+
NORTH CAROLINA	AP & RP, LLC P: Larry Chandler 3222 Nancy Creek Charlotte, NC 28270 (843) 679-9633 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	8020 Providence Road	Charlotte	NC 28277*
NORTH CAROLINA	Chellan, L.L.C. P: Trung Nguyen 13028 Fenceline Drive Charlotte, NC 28278 (510) 620-4161 <a href="mailto:trung.nguyen@firehousesubs.com">trung.nguyen@firehousesubs.com</a>	4732 South Boulevard	Charlotte	NC 28217**
NORTH CAROLINA	KGSP 2 Inc. P: Bivinder Pal 14 Oak Branch Drive Greensboro, NC 27407 (336) 327-2749 <a href="mailto:bivinder.pal@firehousesubs.com">bivinder.pal@firehousesubs.com</a>	7712 Sossaman Lane, Suite 100	Concord	NC 28027**
NORTH CAROLINA	KGSP 3 Inc. P: Bivinder Pal 14 Oak Branch Drive Greensboro, NC 27407 (336) 327-2749 <a href="mailto:bivinder.pal@firehousesubs.com">bivinder.pal@firehousesubs.com</a>	28 Raiford Drive NW	Concord	NC 28027**

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
NORTH CAROLINA	S Squared Restaurant Group II, LLC P: Stephen King 2404 Bedford Avenue Raleigh, NC 27607 (919) 699-0640 <a href="mailto:stephen.king@firehousesubs.com">stephen.king@firehousesubs.com</a>	1605 Westover Terrace	Greensboro	NC 27408++
OHIO	Trixie's Pickles, Inc. P: Bret Friedrich 9393 Mayberry Rd. Columbus Grove, OH 45830 (817) 658-6648 <a href="mailto:bret.friedrich@firehousesubs.com">bret.friedrich@firehousesubs.com</a>	1978 Tiffin Avenue	Findlay	OH 45840**
OHIO	D&S Subs LLC P: Seth Grusenmeyer 8092 Chambersburg Road Huber Heights, OH 45424 (937) 545-6818 <a href="mailto:seth.grusenmeyer@firehousesubs.com">seth.grusenmeyer@firehousesubs.com</a>		Huber Heights	OH+
OHIO	Smokey Three, LLC P: Charles Fryman 5139 Chukker Point Lane Cincinnati, OH 45244 (317) 694-2005 <a href="mailto:cfryman@firehousesubs.com">cfryman@firehousesubs.com</a>	7770 Dudley Drive	West Chester	OH 45069*&&
OKLAHOMA	Costello Investments, LLC P: Jim Costello 660 Turkey Run Court Norman, OK 73026 (405) 206-7127	1597 S. Broadway	Edmond	OK 73013**
OKLAHOMA	Costello Investments, LLC P: Jim Costello 660 Turkey Run Court Norman, OK 73026 (405) 206-7127	320 12 <sup>th</sup> Avenue SE, Suite 120	Norman	OK 73071**

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
OKLAHOMA	Oklahoma Bucket Brigade, LLC P: Jason Steele P.O. Box 1150 Tontitown, AR 72770 (479) 409-0736 <a href="mailto:jsteele@firehousesubs.com">jsteele@firehousesubs.com</a>	524 W. 6 <sup>th</sup> Avenue	Stillwater	OK 74074++
PENNSYLVANIA	S & L Foods, LLC P: Stephen D. Reyburn 407 Worth Court Cranberry Township, PA 16066 (412) 889-1278	620 Butler Crossing, Suite 1	Butler Township	PA 16001**
PENNSYLVANIA	The Pendula Group, LLC P: Matt Liggett 13940 Mystic Rock Rd. Columbiana, OH 44408 (724) 822-2244 <a href="mailto:matt.liggett@firehousesubs.com">matt.liggett@firehousesubs.com</a>	20436 US Highway 19	Cranberry Township	PA 16066*
PENNSYLVANIA	B&D Robinson 1, LLC P: Robert Lingsch 5090 Ridge Road Courtland, OH 44410 (330) 608-7003 <a href="mailto:robert.lingsch@firehousesubs.com">robert.lingsch@firehousesubs.com</a>	320 McHolme Drive	Pittsburgh	PA 15275* & [3]
PENNSYLVANIA	Krick24, LLC P: Kristal Eckert 1761 2 <sup>nd</sup> Ave. York, PA 17403 (717) 577-4276 <a href="mailto:kristal.eckert@firehousesubs.com">kristal.eckert@firehousesubs.com</a>	310 Town Center Drive	York	PA 17408++
PUERTO RICO	Latin America Subs, LLC P: Aniceto Solares P.O. Box 366999 San Juan, PR 00936 (787) 220-4127 <a href="mailto:asolares@firehousesubs.com">asolares@firehousesubs.com</a>	Avenue Gonzalez Giusti	Guaynabo	PR 00968+\$

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
SOUTH CAROLINA	Sir Edward and the Pznots, LLC P: Mitul Desai 16 Sunrise Boulevard Beaufort, SC 29907 (843) 986-8300 <a href="mailto:mdesai@firehousesubs.com">mdesai@firehousesubs.com</a>	32 Malphrus Road	Bluffton	SC 29910*
SOUTH CAROLINA	Goldsmith Development, Inc. P: Elliott Goldsmith P.O. Box 8757 Greenville, SC 29604 (864) 363-5620 <a href="mailto:egoldsmith@firehousesubs.com">egoldsmith@firehousesubs.com</a>	3935 Pelham Road	Greenville	SC 29615+\$
SOUTH CAROLINA	TLC Enterprises, LLC P: Larry Chandler P.O. Box 50645 Columbia, SC 29250 (404) 290-9044 <a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>	10136-B Two Notch Road	Columbia	SC 29229+\$
SOUTH CAROLINA	T&T Subs, Inc. P: Tracy Blanton 269 Beaver Dam Road Gaffney, SC 29341 (964) 761-6099 <a href="mailto:tracy.blanton@firehousesubs.com">tracy.blanton@firehousesubs.com</a>	1542 W. Floyd Baker Boulevard	Gaffney	SC 29341**
SOUTH CAROLINA	Three Alarm Subs, Inc. P: Bryan Paquin 560 Highway 17 North North Myrtle Beach, SC 29582 (904) 591-7581 <a href="mailto:bpaquin@firehousesubs.com">bpaquin@firehousesubs.com</a>	560 Highway 17 North	North Myrtle Beach	SC 29582*
SOUTH CAROLINA	Fireside Restaurant Company, Inc. P: Steven Duncan P.O. Box 50820 Myrtle Beach, SC 29579 (843) 236-8089 <a href="mailto:sduncan@firehousesubs.com">sduncan@firehousesubs.com</a>	5407 Dick Pond Road	Myrtle Beach	SC 29588+\$

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
SOUTH CAROLINA	Fire Brigade Restaurant Group, Inc. P: Iraj Ghorbani 781 E. Long Bay Drive Inman, SC 29349 (864) 357-8952 <a href="mailto:oghorbani@firehousesubs.com">oghorbani@firehousesubs.com</a>		Sparanburg	SC+
TENNESSEE	Yolo Food Systems, LLC P: Mark Gamboa 327 Applecross Drive Franklin, TN 37064 (615) 686-3069	700 Old Hickory Boulevard, Suite 201	Brentwood	TN 37027**
TENNESSEE	Pike Management Group, Inc. P: Jim Maxwell 10261 Green Moss Drive S. Cordova, TN 38016 (501) 412-1334 <a href="mailto:jmaxwell@firehousesubs.com">jmaxwell@firehousesubs.com</a>	7685 Farmington Blvd., Suite 108	Germantown	TN 38138**
TENNESSEE	Orange Fire Management, LLC P: Paul Jarrett 5512 Holston Hills Rd. Knoxville, TN 37914 (865) 924-9006 <a href="mailto:pjarrett@firehousesubs.com">pjarrett@firehousesubs.com</a>	2431 Callahan Drive	Knoxville	TN 37912*
TENNESSEE	For Joy Restaurant Group, LLC P: Paul Bennett 2247 Loafers Glory Way Gatlinburg, TN 37738 (865) 607-2008	209 Middle Creek Road	Sevierville	TN 37862**
TEXAS	Our Treasures, Inc. P: Diedre LaFond 2602 Santa Margarita Grand Prairie, TX 75052 (214) 794-5257 <a href="mailto:dlafond@firehousesubs.com">dlafond@firehousesubs.com</a>	1001 West Arbrook Boulevard	Arlington	TX 76015**



STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
TEXAS	HH Adventures, LLC P: Jennifer Harvey P.O. Box 1081 Cedar Hill, TX 75106 (432) 940-2906 <a href="mailto:jennifer.harvey@firehousesubs.com">jennifer.harvey@firehousesubs.com</a>	352 N. Hwy. 67, Suite C	Cedar Hill	TX 75104*
TEXAS	Austin on Fire, LLC P: William Krassner 1540 Cypress Creek Rd. Cedar Park, TX 78613 (512) 577-0075 <a href="mailto:bkassner@firehousesubs.com">bkassner@firehousesubs.com</a>	1540 Cypress Creek Road	Cedar Park	TX 78613*
TEXAS	FHCC, LLC P: David Barganski 1125 Cornerstone Drive Corpus Christi, TX 78418 (361) 563-4320 <a href="mailto:david.barganski@firehousesubs.com">david.barganski@firehousesubs.com</a>	6418 S. Staples Street, Suite 140	Corpus Christi	TX 78413**
TEXAS	Immy and Shez, Inc. P: Imran Noorani 2009 Lake Vista Court Southlake, TX 76092 (817) 358-2700 <a href="mailto:imran.noorani@firehousesubs.com">imran.noorani@firehousesubs.com</a>	2750 State Highway 121, Suite 500	Euless	TX 76039**
TEXAS	FHS DFW Restaurant Group, LLC P: Ryan Franklin 5906 Highland Hills Lane Colleyville, TX 76034 (214) 843-5096 <a href="mailto:ryan.franklin@firehousesubs.com">ryan.franklin@firehousesubs.com</a>	13465 Inwood Road, Suite 155	Farmers Branch	TX 75244+\$
TEXAS	Tyson Subs, LLC P: Ron Tyson 3665 Old Harper Road Fredericksburg, TX 78624		Fredericksburg	TX+

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
TEXAS	FHS Linhope Frisco Square, LLC P: Noori Abdulghani 5729 Goliad Avenue Dallas, TX 75206 (214) 609-6717 <a href="mailto:noori.abdulghani@firehousesubs.com">noori.abdulghani@firehousesubs.com</a>	6025 Main Street	Frisco	TX 75034*
TEXAS	FHS Linhope Greenville, LLC P: Noori Abdulghani 5729 Goliad Avenue Dallas, TX 75206 (214) 609-6717 <a href="mailto:noori.abdulghani@firehousesubs.com">noori.abdulghani@firehousesubs.com</a>	3110 Interstate Hwy. 30, Suite 103	Greenville	TX 75402*
TEXAS	Taste the Steam, LLC P: Jeff Lepow 4311 Dorothy Street Bellaire, TX 77401 (713) 927-7123 <a href="mailto:jlepow@firehousesubs.com">jlepow@firehousesubs.com</a>		Houston	TX+
TEXAS	FHS Linhope, LLC P: Noori Abdulghani 5729 Goliad Avenue Dallas, TX 75206 (214) 609-6717 <a href="mailto:noori@linhopellc.com">noori@linhopellc.com</a>	2325 S. Stemmons Freeway Suite 308	Lewisville	TX 75067*
TEXAS	FHCC2, LLC P: David Barganski 1125 Cornerstone Drive Corpus Christi, TX 78418 (361) 563-4320 <a href="mailto:david.barganski@firehousesubs.com">david.barganski@firehousesubs.com</a>	1850 US Highway 181, Suite A	Portland	TX 78374**
TEXAS	Linhope North Inc. P: Noori Abdulghani 5729 Goliad Avenue Dallas, TX 75206 (214) 609-6717 <a href="mailto:noori.abdulghani@firehousesubs.com">noori.abdulghani@firehousesubs.com</a>	1141 S. Preston Road, Suite 20	Prosper	TX 75078**

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
TEXAS	Yogeshwar Investments, LLC P: Biren Patel 15914 Tall Heights San Antonio, TX 78255 (630) 903-1870 <a href="mailto:biren.patel@firehousesubs.com">biren.patel@firehousesubs.com</a>	11600 Bandera Road, Suite 102	San Antonio	TX 78250**
TEXAS	Star Sub Ventures II, LLC P: Raj Patel 1315 Pendergrass Trail Sugarland, TX 77479 (512) 577-5038 <a href="mailto:raj.patel@firehousesubs.com">raj.patel@firehousesubs.com</a>	7905 N. Navarro Street, Suite 200	Victoria	TX 77094++&
TEXAS	Waxahachie Sandwich CSW, LLC P: Josh Dean 1313 McCrae Trail Southlake, TX 76092 (806) 773-7734 <a href="mailto:josh.dean@firehousesubs.com">josh.dean@firehousesubs.com</a>	1400 N. Highway 77, Ste. 400	Waxahachie	TX 75165+
UTAH	CRB5117 Enterprises, LLC P: Chris Burt 422 W. 150 N. Morgan, UT 84050 (801) 668-8832 <a href="mailto:chris.burt@firehousesubs.com">chris.burt@firehousesubs.com</a>	2151 North Hillfield Road	Layton	UT 84041++
UTAH	Ignis Group, LLC P: Melinda Lundberg 770 Mountain View Drive River Heights, UT 84321 (435) 753-9766	1077 North Main, Suite 110	Logan	UT 84341**
UTAH	Saporosity, LLC P: Randy Judd 3411 W. Sapporo Circle Taylorsville, UT 84129 (801) 201-5811 <a href="mailto:rjudd@firehousesubs.com">rjudd@firehousesubs.com</a>	1008 East Ft. Union Boulevard	Midvale	UT 84047**

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
UTAH	Seivree Ventures, LLC P: Randy Judd 3411 West Sapporo Circle Taylorsville, UT 84129 (801) 201-5811 <a href="mailto:rjudd@firehousesubs.com">rjudd@firehousesubs.com</a>	490 E. 1100 North, Suite #5	North Salt Lake	UT 84054**
UTAH	CRB5117 Enterprises, LLC P: Chris Burt 422 W. 150 N. Morgan, UT 84050 (801) 668-8832 <a href="mailto:chris.burt@firehousesubs.com">chris.burt@firehousesubs.com</a>	4197 Riverdale Road	Riverdale	UT 84405++
UTAH	Jai Jala Group, LLC P: Parul Patel 10329 Ashley Mesa Lane Sandy, UT 84092 (801) 261-9744 <a href="mailto:parul.patel@firehousesubs.com">parul.patel@firehousesubs.com</a>	3798 South 700 East	Salt Lake City	UT 84106*
UTAH	AT VISION, LLC P: Todd Blanchard 7903 W. Marwari Road Magna, UT 84044 (801) 707-2182 <a href="mailto:todd.blanchard@firehousesubs.com">todd.blanchard@firehousesubs.com</a>		Salt Lake City	UT+
VIRGINIA	Pickle Bucket 3, LLC P: Marc Engelking 522 North Alfred Street Alexandria, VA 22314 (571) 259-3726 <a href="mailto:marc.engelking@firehousesubs.com">marc.engelking@firehousesubs.com</a>	20455 Easthampton Plaza	Ashburn	VA 20147*
VIRGINIA	K&L Hot Subs LLC P: Nishaben Patel 3256 Normandy Woods Drive, Apt. G Ellicott City, MD 21043 (813) 570-3582	14245-L Centreville Square	Centreville	VA 20121**

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
VIRGINIA	J & J Kubaer Sai, Inc. P: Harry Panwala 2987 District Ave., Apt. 521 Fairfax, VA 22031 (757) 572-3635 <a href="mailto:harry.panwala@firehousesubs.com">harry.panwala@firehousesubs.com</a>	12120 Fairfax Towne Center	Fairfax	VA 22033[4]*&&
VIRGINIA	J & J Kubaer, Inc. P: Anita Panwala 2987 District Avenue, Apt. 521 Fairfax, VA 22031 (757) 572-3635 <a href="mailto:harry.panwala@firehousesubs.com">harry.panwala@firehousesubs.com</a>	9548-D Main Street	Fairfax	VA 22031*&&
VIRGINIA	Hollywood Business Services LLC P: Karl Pridemore 3921 Whooping Crane Circle Virginia Beach, VA 23455 (305) 484-2740 <a href="mailto:karl.pridemore@firehousesubs.com">karl.pridemore@firehousesubs.com</a>	2040 Coliseum Drive	Hampton	VA 23666*-[5]
VIRGINIA	MB Westgate, LLC P: Edwin Merrigan 8097 Sudley Rd. Manassas, VA 20109 (571) 233-5796 <a href="mailto:emerrigan@firehousesubs.com">emerrigan@firehousesubs.com</a>	8097 Sudley Road	Manassas	VA 20109++
VIRGINIA	APNI, LLC P: Brahannayaki Ramesh 18614 Kerill Rd. Triangle, VA 22172 (571) 435-7901 <a href="mailto:brahannayaki.ramesh@firehousesubs.com">brahannayaki.ramesh@firehousesubs.com</a>	9660 Liberia Avenue	Manassas	VA 20110**
VIRGINIA	Leg Up, Inc. P: Michael Pietrzyk 2450 Mountain View Rd. Vinton, VA 24179 (540) 353-7829	2019 Colonial Avenue	Roanoke	VA 24015**

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
VIRGINIA	Strike-A-Match, Inc. P: Sherman Johns 961 Ladd Rd. Waynesboro, VA 22980 (407) 341-9365 <a href="mailto:sjohns@firehousesubs.com">sjohns@firehousesubs.com</a>	1028 Richmond Ave., Suite 102	Staunton	VA 24401**
VIRGINIA	Pickle Bucket Two, LLC P: Marc Engelking 522 North Alfred Street Alexandria, VA 22314 (571) 259-3726 <a href="mailto:marc.engelking@firehousesubs.com">marc.engelking@firehousesubs.com</a>	47010 Community Plaza, Suite 110	Sterling	VA 20164**
VIRGINIA	Orion Asher & Smith Group, Inc. P: Zahurul Chowdhury 199 Woodstream Blvd Stafford, VA 22556 (434) 229-1030 <a href="mailto:zahurul.chowdhury@firehousesubs.com">zahurul.chowdhury@firehousesubs.com</a>	251 W. Lee Hwy., Suite 634	Warrenton	VA 20186* & [6]
WASHINGTON	Quick Service Restaurants Northwest, LLC P: Anthony Sielczak 5005 Main Street, Apt. 815 Tacoma, Washington (425) 499-1222 <a href="mailto:anthony.sielczak@firehousesubs.com">anthony.sielczak@firehousesubs.com</a>		Olimpia	WA +
WASHINGTON	ERICCJ, LLC P: Eric Johnson 12008 N. Waikiki CT. Spokane, WA 92218 (512) 970-2237 <a href="mailto:eric.johnson@firehousesubs.com">eric.johnson@firehousesubs.com</a>	7808 N. Division St.	Spokane	WA 99208**
WASHINGTON	Terryellen Hot Subs, Inc. P: Maryellen Mech 15018 NW 59 <sup>th</sup> Ave. Vancouver, WA 98685 (360) 823-9752 <a href="mailto:maryellen.mech@firehousesubs.com">maryellen.mech@firehousesubs.com</a>	19151 SE Mill Plain Blvd., Suite 102	Vancouver	WA 98683* & [7]

STATE	FRANCHISEE NAME & MAILING ADDRESS	RESTAURANT STREET ADDRESS	RESTAURANT CITY	RESTAURANT STATE AND ZIP CODE
WEST VIRGINIA	Hobdy Enterprise LLC P: Natalie Hobdy 91 Melville Drive Inwood, WV 25428 (757) 289-4498 <a href="mailto:natalie.hobdy@firehousesubs.com">natalie.hobdy@firehousesubs.com</a>	886 Foxcroft Avenue, Suite 105	Martinsburg	WV 25401**
WISCONSIN	Forward Brands, LLC P: Scott Weidner 836 E. Post Road Beloit, WI 53511 (262) 397-5561 <a href="mailto:scott.weidner@firehousesubs.com">scott.weidner@firehousesubs.com</a>	15280 West Bluemound Road	Elm Grove	WI 53222++
WISCONSIN	DSB Development, LLC P: Sheila Brenwall 1169 Jordan Road De Pere, WI 54115 (920) 883-2904 <a href="mailto:sheila.brenwall@firehousesubs.com">sheila.brenwall@firehousesubs.com</a>	2665 South Oneida Street, Suite E	Green Bay	WI 54304*
WISCONSIN	DSB Development, LLC P: Sheila Brenwall 1169 Jordan Road De Pere WI 54115 (920) 371-4219 <a href="mailto:sheila.brenwall@firehousesubs.com">sheila.brenwall@firehousesubs.com</a>	2304 Lineville Road, Suite 114	Howard	WI 54313*

\*Transfer - Franchisee sold existing stores to another franchisee, but did not leave the system.

\*\*Transfer - Franchisee sold existing store(s) to another franchisee and left the system.

\*\*\*Transfer - Franchisee sold existing store(s) to an affiliate of FOA, and left the system.

+ Franchise Agreement terminated before store was opened.

++ Closed.

+\$ Not renewed; still in system.

\$ Not renewed; left system.

\*&Transfer - after 12/31/21 – did not leave system.

\*&& Transfer – after 12/31/21 – left system.

++& Closed - after 12/31/21.

+& Franchise Agreement terminated before store was opened – after 12/31/21.

**EXHIBIT P TO THE DISCLOSURE DOCUMENT**

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**LIST OF STATE AGENCIES/AGENTS**

**FOR SERVICE OF PROCESS**

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**AGENTS FOR SERVICE OF PROCESS AND STATE ADMINISTRATORS**

<p><b>ALABAMA</b> <u>Registered Agent</u> CT Corporation System 2 North Jackson Street - Suite 605 Montgomery, AL 36104</p>	<p><b>ALASKA</b> <u>Registered Agent</u> C T Corporation System 9360 Glacier Highway - Suite 202 Juneau, AK 99801</p>
<p><b>ARIZONA</b> <u>Registered Agent</u> C T Corporation System 3800 North Central Avenue - Suite 460 Phoenix, AZ 85012</p>	<p><b>ARKANSAS</b> <u>Registered Agent</u> C T Corporation System 124 West Capitol Avenue - Suite 1900 Little Rock, AR 72201-3736</p>
<p><b>CALIFORNIA</b> <u>Registered Agent</u> C T Corporation System 330 N. Brand Blvd, Ste 700 Glendale, CA, 91203-2336</p> <p><u>Regulatory Authority</u> Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 2101 Arena Boulevard Sacramento, CA 95834 (916) 445-7205, Toll Free: (866) 275-2677</p>	<p><b>COLORADO</b> <u>Registered Agent</u> C T Corporation System 7700 East Arapahoe Road, Suite 220 Centennial, CO 80112-1268</p>
<p><b>CONNECTICUT</b> <u>Registered Agent</u> C T Corporation System 67 Burnside Avenue East Hartford, CT 06108-3408</p>	<p><b>DELAWARE</b> <u>Registered Agent</u> The Corporation Trust Company 1209 Orange Street - Corporation Trust Center Wilmington, DE 19801</p>
<p><b>DISTRICT OF COLUMBIA</b> <u>Registered Agent</u> C T Corporation System 1015 15th Street, NW, Suite 1000 Washington, DC 20005</p>	<p><b>FLORIDA</b> <u>Registered Agent</u> C T Corporation System 1200 South Pine Island Road Plantation, FL 33324</p> <p><u>Regulatory Authority</u> Florida Dept. of Agriculture &amp; Consumer Services 407 South Calhoun Street Tallahassee, FL 32399-0800 (850) 410-3800</p>

**AGENTS FOR SERVICE OF PROCESS AND STATE ADMINISTRATORS**

<p><b>GEORGIA</b> <u>Registered Agent</u> C T Corporation System (Atlanta) 289 South Culver Street Lawrenceville, GA 30046-4805</p>	<p><b>HAWAII</b> <u>Registered Agent</u> The Corporation Company, Inc. 1136 Union Mall, Suite 301 Honolulu, HI 96813</p> <p><u>Regulatory Authority</u> Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Rm. 205 Honolulu, HI 96813 (808) 586-2722</p>
<p><b>IDAHO</b> <u>Registered Agent</u> C T Corporation System 921 S Orchard Street, Suite G Boise, ID 83705</p>	<p><b>ILLINOIS</b> <u>Registered Agent</u> C T Corporation System (Chicago) 208 South LaSalle Street, Suite 814 Chicago, IL 60604</p> <p><u>Regulatory Authority</u> Illinois Attorney General Franchise Bureau 500 S. Second Street Springfield, IL 62706 (217) 782-4465</p>
<p><b>INDIANA</b> <u>Registered Agent</u> C T Corporation System 334 North Senate Avenue Indianapolis, IN 46204-1708</p> <p><u>Regulatory Authority</u> Indiana Securities Commissioner Securities Division Franchise Section 302 W. Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6681</p>	<p><b>IOWA</b> <u>Registered Agent</u> C T Corporation System 400 East Court Avenue, Suite 110 Des Moines, IA 50309</p>
<p><b>KANSAS</b> <u>Registered Agent</u> C T Corporation System 112 S.W. Seventh Street, Suite 3C Topeka, KS 66603</p>	<p><b>KENTUCKY</b> <u>Registered Agent</u> C T Corporation System 306 West Main Street, Suite 512 Frankfort, KY 40601</p> <p><u>Regulatory Authority</u> Office of the Attorney General Consumer Protection Division 1024 Capital Center Drive Frankfort, KY 40601 (502) 696-5389</p>

<b>AGENTS FOR SERVICE OF PROCESS AND STATE ADMINISTRATORS</b>	
<p><b>LOUISIANA</b>  <u>Registered Agent</u>            C T Corporation System            3867 Plaza Tower Drive            Baton Rouge, LA 70816-4378</p>	<p><b>MAINE</b>  <u>Registered Agent</u>            C T Corporation System            128 State Street, # 3            Augusta, ME 04330</p>
<p><b>MARYLAND</b>  <u>Registered Agent</u>            The Corporation Trust Incorporated            2405 York Road, Suite 201            Lutherville Timonium, MD 21093-2264</p> <p><u>Regulatory Authority</u>            Office of the Attorney General            Division of Securities            200 Saint Paul Place            Baltimore, MD 21202-2020            (410) 576-6360</p>	<p><b>MASSACHUSETTS</b>  <u>Registered Agent</u>            C T Corporation System            155 Federal Street, Suite 700            Boston, MA 02110</p>
<p><b>MICHIGAN</b>  <u>Registered Agent</u>            The Corporation Company            40600 Ann Arbor Road East, Suite 201            Plymouth, MI 48170-4675</p> <p><u>Regulatory Authority</u>            Michigan Department of Attorney General            Consumer Protection Division            525 W. Ottawa Street            Lansing, MI 48933            (517) 373-7117</p>	<p><b>MINNESOTA</b>  <u>Registered Agent</u>            CT Corporation System, Inc.            1010 Dale Street North            Saint Paul, MN 55117-5603</p> <p><u>Regulatory Authority</u>            Commissioner of Commerce            Department of Commerce            85 7th Place East, Suite 280            St. Paul, MN 55101-2198            (651) 539-1600</p>
<p><b>MISSISSIPPI</b>  <u>Registered Agent</u>            C T Corporation System            645 Lakeland East Drive, Suite 101            Flowood, MS 39232</p>	<p><b>MISSOURI</b>  <u>Registered Agent</u>            C T Corporation System            120 South Central Avenue            Clayton, MO 63105</p>
<p><b>MONTANA</b>  <u>Registered Agent</u>            C T Corporation System            3011 American Way            Missoula, MT 59808</p>	<p><b>NAVAJO NATION</b>  <u>Registered Agent</u>            J. Nicci Unsicker, Attorney at Law            412 West Arrington Street            Farmington, NM 87401</p>

**AGENTS FOR SERVICE OF PROCESS AND STATE ADMINISTRATORS**

<p><b>NEBRASKA</b> <u>Registered Agent</u> C T Corporation System 5601 South 59th Street Lincoln, NE 68516</p> <p><u>Regulatory Authority</u> Department of Banking and Finance Financial Institutions Division, Bureau of Securities P.O. Box 95006 1526 K Street, Suite 300 Lincoln, Nebraska 68508 (402) 471-2171</p>	<p><b>NEVADA</b> <u>Registered Agent</u> C T Corporation System 701 S. Carson Street, Suite 200 Carson City, NV 89701</p>
<p><b>NEW HAMPSHIRE</b> <u>Registered Agent</u> C T Corporation System 2 ½ Beacon Street Concord, NH 03301-4447</p>	<p><b>NEW JERSEY</b> <u>Registered Agent</u> C T Corporation System 820 Bear Tavern Road West Trenton, NJ 08628</p>
<p><b>NEW MEXICO</b> <u>Registered Agent</u> C T Corporation System 206 S Coronado Avenue Española, NM 87532-2792</p>	<p><b>NEW YORK</b> <u>Registered Agent</u> C T Corporation System 28 Liberty Street New York, NY 10005</p> <p><u>Regulatory Authority</u> NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21<sup>st</sup> Floor New York, NY 10005 (212) 416-8222</p>
<p><b>NORTH CAROLINA</b> <u>Registered Agent</u> C T Corporation System 160 Mine Lake Court, Suite 200 Raleigh, NC 27615-6417</p>	<p><b>NORTH DAKOTA</b> <u>Registered Agent</u> C T Corporation System 120 West Sweet Avenue Bismarck, ND 58504-5566</p> <p><u>Regulatory Authority</u> North Dakota Securities Department 600 East Boulevard Avenue, State Capitol Fifth Floor Bismarck, ND 58505-0510 (701) 328-4712</p>
<p><b>OHIO</b> <u>Registered Agent</u> C T Corporation System 4400 Easton Commons Way, Suite 125 Columbus, OH 43219-6223</p>	<p><b>OKLAHOMA</b> <u>Registered Agent</u> The Corporation Company 1833 South Morgan Road Oklahoma City, OK 73128</p>

**AGENTS FOR SERVICE OF PROCESS AND STATE ADMINISTRATORS**

<p><b>OREGON</b>  <u>Registered Agent</u>                  C T Corporation System                  780 Commercial Street-SE, Suite 100                  Salem, OR 97301-3465</p> <p><u>Regulatory Authority</u>                  Department of Consumer and Business Services                  Division of Finance and Corporate Securities                  350 Winter St. NE, Room 410                  Salem, OR 97301                  (503) 986-2200</p>	<p><b>PENNSYLVANIA</b>  <u>Registered Agent</u>                  C T Corporation System                  600 N 2<sup>nd</sup> Street, Suite 401                  Harrisburg, PA 17101-1071</p>
<p><b>RHODE ISLAND</b>  <u>Registered Agent</u>                  C T Corporation System                  450 Veterans Memorial Parkway, Suite 7A                  East Providence, RI 02914</p> <p><u>Regulatory Authority</u>                  Department of Business Regulation                  Securities Division                  Building 69, First Floor. John O. Pastore Complex                  1511 Pontiac Avenue                  Cranston, RI 02920                  (401) 462-9527</p>	<p><b>SOUTH CAROLINA</b>  <u>Registered Agent</u>                  C T Corporation System                  2 Office Park Court, Suite 103                  Columbia, SC 29223</p>
<p><b>SOUTH DAKOTA</b>  <u>Registered Agent / Agent for Service of Process</u>                  C T Corporation System                  319 South Coteau Street                  Pierre, SD 57501</p> <p>Director of Division of Insurance                  Department of Labor and Regulation                  Securities Regulation                  124 S Euclid, Suite 104                  Pierre, SD 57501</p> <p><u>Regulatory Authority</u>                  Department of Labor and Regulation                  Division of Insurance                  Securities Regulation                  124 S Euclid, Suite 104                  Pierre, SD 57501                  (605) 773-3563</p>	<p><b>TENNESSEE</b>  <u>Registered Agent</u>                  C T Corporation System                  300 Montvue Road                  Knoxville, TN 37919-5546</p>

**AGENTS FOR SERVICE OF PROCESS AND STATE ADMINISTRATORS**

<p><b>TEXAS</b>  <u>Registered Agent</u>                  C T Corporation System                  1999 Bryan Street, Suite 900                  Dallas, TX 75201</p> <p><u>Regulatory Authority</u>                  Secretary of State                  Registrations Unit                  1019 Brazos Street                  Austin, TX 78701                  (512) 475-0775</p>	<p><b>UTAH</b>  <u>Registered Agent</u>                  C T Corporation System                  1108 East South Union Avenue                  Midvale, UT 84047</p> <p><u>Regulatory Authority</u>                  Department of Commerce                  Division of Consumer Protection                  160 E. 300 South                  Salt Lake City, UT 84111                  (801) 530-6601</p>
<p><b>VERMONT</b>  <u>Registered Agent</u>                  C T Corporation System                  17 G W Tatro Drive                  Jeffersonville, VT 05464-9919</p>	<p><b>VIRGINIA</b>  <u>Registered Agent</u>                  C T Corporation System                  4701 Cox Road, Suite 285                  Glen Allen, VA 23060-6802</p> <p><u>Regulatory Authority</u>                  Director, Securities and Retail Franchising                  Division                  State Corporation Commission                  1300 E. Main Street, 9th Floor                  Richmond, VA 23219                  (804) 371-9051</p>
<p><b>WASHINGTON</b>  <u>Registered Agent</u>                  C T Corporation System                  711 Capitol Way S, Suite 204                  Olympia, WA 98501-1267</p> <p><u>Regulatory Authority</u>                  Washington Dept. of Financial Institutions                  Securities Division                  150 Israel Road SW                  Tumwater, WA 98501                  (360) 902-8760</p>	<p><b>WEST VIRGINIA</b>  <u>Registered Agent</u>                  C T Corporation System                  5098 Washington St. W. Ste. 407                  Charleston, WV 25313-1561</p>
<p><b>WISCONSIN</b>  <u>Registered Agent</u>                  C T Corporation System                  301 S. Bedford Street, Suite 1                  Madison, WI 53703</p> <p><u>Regulatory Authority</u>                  Office of the Commissioner of Securities                  Department of Financial Institutions                  4822 Madison Yards Way, North Tower                  Madison, WI 53705                  (608) 261-9555</p>	<p><b>WYOMING</b>  <u>Registered Agent</u>                  C T Corporation System                  1908 Thomes Avenue                  Cheyenne, WY 82001-3527</p>

**EXHIBIT Q TO THE DISCLOSURE DOCUMENT**

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**FORM OF  
FRANCHISE COMPLIANCE CERTIFICATE**

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**FORM OF FRANCHISE COMPLIANCE CERTIFICATION**

The purpose of this Certification is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue, inaccurate or misleading. **Do not sign or date this Certification the same day as the Receipt for the Franchise Disclosure Document; you should sign and date this Certification the same day you sign the Franchise Agreement.** Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Have you received and personally reviewed our Franchise Agreement, and each Addendum (if any) and related agreement (i.e., personal guaranty) attached to them?

Yes \_\_\_\_\_ No \_\_\_\_\_

2. Did you receive the Franchise Agreement, and each related agreement, containing all material terms, at least 7 days before signing any binding agreement with us or an affiliate?\*

Yes \_\_\_\_\_ No \_\_\_\_\_

\*This does not include changes to any agreement mutually agreed upon.

3. Do you understand all of the information contained in the Franchise Agreement, and each Addendum (if any) and related agreement provided to you?

Yes \_\_\_\_\_ No \_\_\_\_\_

If No, what parts of the Franchise Agreement, Addendum (if any) and/or related agreements do you not understand? (Attach additional pages, if necessary.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Have you received and personally reviewed our Franchise Disclosure Document (“FDD”) that was provided to you?

Yes \_\_\_\_\_ No \_\_\_\_\_

5. Did you receive the FDD at least 14 days before signing the Franchise Agreement, this document or any related agreement, or before paying any funds to us or an affiliate?

Yes \_\_\_\_\_ No \_\_\_\_\_

6. Did you sign a receipt for the FDD indicating the date you received it?

Yes \_\_\_\_\_ No \_\_\_\_\_

7. Do you understand all of the information contained in the FDD and any state-specific Addendum to the FDD?

Yes \_\_\_\_\_ No \_\_\_\_\_



If No, what parts of the FDD and/or Addendum do you not understand? (Attach additional pages, if necessary.)

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8. Do you acknowledge and understand that no parent or affiliate of ours promises to back us financially or otherwise guarantees our performance or commits to perform post-sale obligations for us?

Yes \_\_\_\_\_ No \_\_\_\_\_

9. Have you discussed the benefits and risks of purchasing a FIREHOUSE SUBS® Restaurant franchise with an attorney, accountant or other professional advisor?

Yes \_\_\_\_\_ No \_\_\_\_\_

If No, do you wish to have more time to do so?

Yes \_\_\_\_\_ No \_\_\_\_\_

10. Do you understand that the success or failure of your FIREHOUSE SUBS® Restaurant franchise will depend in large part upon your skills and abilities, competition from other businesses, and other economic and business factors?

Yes \_\_\_\_\_ No \_\_\_\_\_

11. Has any employee or other person speaking on our behalf made any statement or promise concerning the actual or possible revenues or profits of a FIREHOUSE SUBS® Restaurant franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes \_\_\_\_\_ No \_\_\_\_\_

12. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating a FIREHOUSE SUBS® Restaurant franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes \_\_\_\_\_ No \_\_\_\_\_

13. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a FIREHOUSE SUBS® Restaurant franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes \_\_\_\_\_ No \_\_\_\_\_

14. Has any employee or other person speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the FDD?

Yes \_\_\_\_\_ No \_\_\_\_\_

15. If you have answered "Yes" to any one of questions 11-14, please provide a full explanation of each "Yes" answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.)

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

16. Do you understand that the Franchise Agreement, Addendum (if any) and related agreements contain the entire agreement between you and us concerning the FIREHOUSE SUBS® Restaurant franchise, meaning that any prior oral or written statements not set out in the Franchise Agreement, Addendum (if any) or related agreements will not be binding?\*

Yes \_\_\_\_\_ No \_\_\_\_\_

Nothing in this document or any related agreement is intended to disclaim the representations we made in the FDD that we furnished to you.

17. Do you understand that, except as provided in the FDD, nothing stated or promised by us that is not specifically set forth in the Franchise Agreement, Addendum (if any) and related agreements can be relied upon?

Yes \_\_\_\_\_ No \_\_\_\_\_

18. You signed the Franchise Agreement, and Addendum (if any) and related agreements on \_\_\_\_\_, 20\_\_, and acknowledge that no agreement or addendum is effective until signed and dated by us.

YOU UNDERSTAND THAT YOUR RESPONSES TO THESE QUESTIONS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS COMPLIANCE CERTIFICATION, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

The individuals signing below for the "Franchisee Applicant" constitute all of the executive officers, partners, shareholders, investors and/or principals of the Franchisee Applicant, or constitute the duly authorized representatives or agents of the foregoing.

FRANCHISEE APPLICANT:

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_

Date \_\_\_\_\_, 20\_\_

Signature\_\_\_\_\_

Printed Name\_\_\_\_\_

Date \_\_\_\_\_, 20\_\_

Signature\_\_\_\_\_

Printed Name\_\_\_\_\_

Date \_\_\_\_\_, 20\_\_

Signature\_\_\_\_\_

Printed Name\_\_\_\_\_

*[Signature Page to FIREHOUSE SUBS® Franchise Compliance Certification]*

**EXHIBIT R TO THE DISCLOSURE DOCUMENT**

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**STATE SPECIFIC  
RIDERS AND ADDENDA**

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**ADDENDUM  
TO FRANCHISE DISCLOSURE DOCUMENT FOR  
FIREHOUSE OF AMERICA, LLC  
STATE OF CALIFORNIA**

The following paragraphs are added to the Disclosure Document:

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

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

THE FRANCHISE AGREEMENT, THE AREA DEVELOPMENT AGREEMENT AND APPLICATION AND DEPOSIT AGREEMENT CONTAIN PROVISIONS THAT LIMIT FRANCHISEE'S RIGHTS AND MAY NOT BE ENFORCEABLE IN YOUR STATE INCLUDING, BUT NOT LIMITED TO, A TIME LIMIT TO RAISE CLAIMS AGAINST THE FRANCHISOR, LIMITATION OF DAMAGES AND WAIVER OF JURY TRIAL.

The following paragraphs are added at the end of Item 17 of the Disclosure Document pursuant to regulations promulgated under the California Franchise Investment Law:

California Law Regarding Termination and Nonrenewal. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

Termination Upon Bankruptcy. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 *et. seq.*).

Post-Termination Noncompetition Covenants. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the respective agreement. These provisions may not be enforceable under California law.

Applicable Law. The Franchise Agreement, the Area Development Agreement and the Application and Deposit Agreement require application of the laws of the State of Florida with certain exceptions. These provisions may not be enforceable under California law.

Arbitration. The Franchise Agreement requires binding arbitration. The arbitration is to occur at the office of the American Arbitration Association in Jacksonville, Florida with costs being borne by the non-prevailing party.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

Neither the Franchisor, nor any person or franchise broker in Item 2 of the Franchise Disclosure Document, is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq.*, suspending or expelling such persons from membership in that associate or exchange.

You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

**The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.**

**RIDER TO  
FIREHOUSE OF AMERICA, LLC  
FRANCHISE AGREEMENT  
FOR USE IN CALIFORNIA**

This Rider is entered into this \_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”), between **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company, with its principal business address at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (“**we**,” “**us**” or “**our**”), and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (referred to in this Rider as “**you**” or “**your**”) and amends the Franchise Agreement between the parties dated as of the Effective Date (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is incorporated into the Agreement and supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.
2. **Acknowledgments.** Section 1.2 is deleted in its entirety.
3. **No Warranties.** Section 1.4 is deleted in its entirety.
3. **Waiver of Punitive Damages and Limitations of Claims.** Sections 19.5 and 19.6 of the Agreement are amended by adding the following:

These provisions may violate California Corporations Code section 31512, since Corporations Code section 31300 provides for damages without limitation, 31303 provides a four-year statute of limitations, 31304 provides a two-year statute of limitations for certain claims under the California Franchise Investment Law.

No statement, questionnaire, or acknowledgment signed by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting in on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

“US”

**FIREHOUSE OF AMERICA, LLC**

“YOU”

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

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

**RIDER TO  
FIREHOUSE OF AMERICA, LLC  
AREA DEVELOPMENT AGREEMENT  
FOR USE IN CALIFORNIA**

This Rider is entered into this \_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”), between **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company, with its principal business address at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (“**we**,” “**us**” or “**our**”), and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (referred to in this Rider as “**you**” or “**your**”) and amends the Area Development Agreement between the parties dated as of the Effective Date (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is incorporated into the Agreement and supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Waiver of Punitive Damages and Limitations of Claims.** Sections 9.5 and 9.6 of the Agreement are amended by adding the following:

These provisions may violate California Corporations Code section 31512, since Corporations Code section 31300 provides for damages without limitation, 31303 provides a four-year statute of limitations, 31304 provides a two-year statute of limitations for certain claims under the California Franchise Investment Law.

No statement, questionnaire, or acknowledgment signed by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting in on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise

Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

“**US**”

**FIREHOUSE OF AMERICA, LLC**

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

“**YOU**”

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



**FIREHOUSE OF AMERICA, LLC  
FRANCHISE COMPLIANCE CERTIFICATE  
FOR USE IN CALIFORNIA**

**FORM OF FRANCHISE COMPLIANCE CERTIFICATION**

**Do not sign or date this Certification the same day as the Receipt for the Franchise Disclosure Document; you should sign and date this Certification the same day you sign the Franchise Agreement.** Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Have you received and personally reviewed our Franchise Agreement, and each Addendum (if any) and related agreement (i.e., personal guaranty) attached to them?

Yes \_\_\_\_\_ No \_\_\_\_\_

2. Did you receive the Franchise Agreement, and each related agreement, containing all material terms, at least 7 days before signing any binding agreement with us or an affiliate?\*

Yes \_\_\_\_\_ No \_\_\_\_\_

\* This does not include changes to any agreement mutually agreed upon.

3. Do you understand all of the information contained in the Franchise Agreement, and each Addendum (if any) and related agreement provided to you?

Yes \_\_\_\_\_ No \_\_\_\_\_

If No, what parts of the Franchise Agreement, Addendum (if any) and/or related agreements do you not understand? (Attach additional pages, if necessary.)

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4. Have you received and personally reviewed our Franchise Disclosure Document (“FDD”) that was provided to you?

Yes \_\_\_\_\_ No \_\_\_\_\_

5. Did you receive the FDD at least 14 days before signing the Franchise Agreement, this document or any related agreement, or before paying any funds to us or an affiliate?

Yes \_\_\_\_\_ No \_\_\_\_\_

6. Did you sign a receipt for the FDD indicating the date you received it?

Yes \_\_\_\_\_ No \_\_\_\_\_

7. Do you understand all of the information contained in the FDD and any state-specific Addendum to the FDD?

Yes \_\_\_\_\_ No \_\_\_\_\_

If No, what parts of the FDD and/or Addendum do you not understand? (Attach additional pages, if necessary.)

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8. Do you acknowledge and understand that no parent or affiliate of ours promises to back us financially or otherwise guarantees our performance or commits to perform post-sale obligations for us?

Yes \_\_\_\_\_ No \_\_\_\_\_

9. Have you discussed the benefits and risks of purchasing a FIREHOUSE SUBS® Restaurant franchise with an attorney, accountant or other professional advisor?

Yes \_\_\_\_\_ No \_\_\_\_\_

If No, do you wish to have more time to do so?

Yes \_\_\_\_\_ No \_\_\_\_\_

10. Do you understand that the success or failure of your FIREHOUSE SUBS® Restaurant franchise will depend in large part upon your skills and abilities, competition from other businesses, and other economic and business factors?

Yes \_\_\_\_\_ No \_\_\_\_\_

11. Has any employee or other person speaking on our behalf made any statement or promise concerning the actual or possible revenues or profits of a FIREHOUSE SUBS® Restaurant franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes \_\_\_\_\_ No \_\_\_\_\_

12. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating a FIREHOUSE SUBS® Restaurant franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes \_\_\_\_\_ No \_\_\_\_\_

13. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a FIREHOUSE SUBS® Restaurant franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes \_\_\_\_\_ No \_\_\_\_\_

14. Has any employee or other person speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the FDD?

Yes \_\_\_\_\_ No \_\_\_\_\_

15. If you have answered "Yes" to any one of questions 11-14, please provide a full explanation of each "Yes" answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.)

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

16. Do you understand that the Franchise Agreement, Addendum (if any) and related agreements contain the entire agreement between you and us concerning the FIREHOUSE SUBS® Restaurant franchise, meaning that any prior oral or written statements not set out in the Franchise Agreement, Addendum (if any) or related agreements will not be binding?\*

Yes \_\_\_\_\_ No \_\_\_\_\_

Nothing in this document or any related agreement is intended to disclaim the representations we made in the FDD that we furnished to you.

17. You signed the Franchise Agreement, and Addendum (if any) and related agreements on \_\_\_\_\_, 20\_\_, and acknowledge that no agreement or addendum is effective until signed and dated by us.

YOU UNDERSTAND THAT YOUR RESPONSES TO THESE QUESTIONS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS COMPLIANCE CERTIFICATION, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

The individuals signing below for the "Franchisee Applicant" constitute all of the executive officers, partners, shareholders, investors and/or principals of the Franchisee Applicant, or constitute the duly authorized representatives or agents of the foregoing.

FRANCHISEE APPLICANT:

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_

Date \_\_\_\_\_, 20\_\_

Signature\_\_\_\_\_

Printed Name\_\_\_\_\_

Date \_\_\_\_\_, 20\_\_

Signature\_\_\_\_\_

Printed Name\_\_\_\_\_

*[Signature Page to FIREHOUSE SUBS® Franchise Compliance Certification]*

**ADDENDUM  
TO FRANCHISE DISCLOSURE DOCUMENT FOR  
FIREHOUSE OF AMERICA, LLC  
STATE OF ILLINOIS**

The following is added to Item 1, Our Area Representative Program.

Under Illinois law, an Area Representative is considered a subfranchisor and must be registered prior to engaging in any franchising activities in Illinois.

The following is added to Item 17:

Illinois law governs the franchise agreement(s).

Section 4 of the Illinois Franchise Disclosure Act states that any provision in a franchise agreement that designates jurisdiction and venue in a forum outside the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois

Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Disclosure Act.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

**RIDER TO  
FIREHOUSE OF AMERICA, LLC  
FRANCHISE AGREEMENT  
FOR USE IN ILLINOIS**

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company, with its principal business address at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (“**we**,” “**us**” or “**our**”), and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (referred to in this Rider as “**you**” or “**your**”) and amends the Franchise Agreement between the parties dated as of the Effective Date (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is incorporated into the Agreement and supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Termination.** The following is added to Section 16 of the Agreement:

The conditions under which this franchise can be terminated and a franchisee’s rights upon nonrenewal are set forth in Section 19 and 20 of the Illinois Franchise Disclosure Act.

3. **Governing Law and Jurisdiction.** Sections 19.7 and 19.8 of the Agreement are amended by adding the following:

Illinois law governs the franchise agreement(s). Section 4 of the Illinois Franchise Disclosure Act states that any provision in a franchise agreement that designates jurisdiction and venue in a forum outside the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

4. **Waiver of Jury Trial.** Section 19.9 of the Agreement is deleted in its entirety.

5. **No Waiver.** Be advised that any condition, stipulation, or provision purporting to bind any person requiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Law or any other law of Illinois is void.

Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

“US”

**FIREHOUSE OF AMERICA, LLC**

“YOU”

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

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

**RIDER TO  
FIREHOUSE OF AMERICA, LLC  
AREA DEVELOPMENT AGREEMENT  
FOR USE IN ILLINOIS**

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company, with its principal business address at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (“**we**,” “**us**” or “**our**”), and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (referred to in this Rider as “**you**” or “**your**”) and amends the Area Development Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

1. **Precedence and Defined Terms**. This Rider is an integral part of the Agreement and supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Termination**. The following is added to Section 7 of the Agreement:

The conditions under which this franchise can be terminated and a franchisee’s rights upon nonrenewal are set forth in Section 19 and 20 of the Illinois Franchise Disclosure Act.

3. **Governing Law and Jurisdiction**. Sections 9.7 and 9.8 of the Agreement are amended by adding the following:

Illinois law governs the franchise agreement(s). Section 4 of the Illinois Franchise Disclosure Act states that any provision in a franchise agreement that designates jurisdiction and venue in a forum outside the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

4. **Waiver of Jury Trial**. Section 9.9 of the Agreement is deleted in its entirety.

5. **No Waiver**. Be advised that any condition, stipulation, or provision purporting to bind any person requiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Law or any other law of Illinois is void.

Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

“**US**”

**FIREHOUSE OF AMERICA, LLC**

“**YOU**”

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

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

**ADDENDUM TO THE  
FIREHOUSE OF AMERICA, LLC  
MARYLAND DISCLOSURE DOCUMENT**

1. Item 17 is amended by adding the following language after the table:
  - (a) You may sue in Maryland for claims arising under the Maryland franchise registration and disclosure law (the “**Maryland Law**”). Any claims arising under the Maryland law must be brought within 3 years after the grant of the franchise.
  - (b) The provision in the franchise agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under Federal Bankruptcy Law (11 U.S.C. Section 1010 et seq.)
  - (c) Pursuant to COMAR 02.02.08.16L, any General Release required as a condition of renewal, sale and/or transfer does not apply to any liability under the Maryland law.
  
3. Our Standard form of Release is attached to this Addendum.



**FORM OF RELEASE**

The following is our current general release form that we expect to include in a release that a franchisee, developer, and/or transferor may sign as part of a renewal or an approved transfer. We may, in our sole discretion, periodically modify the release.

THIS RELEASE is given by \_\_\_\_\_ and their predecessors, agents, affiliates, legal representatives, agents, successors, assigns, heirs, beneficiaries, executors and administrators (collectively, the “**Franchisee**”), to FIREHOUSE OF AMERICA, LLC and all of its predecessors, affiliates, owners, officers, employees, legal representatives and agents, directors, successors and assigns, and their heirs, beneficiaries, executors and administrators (collectively, the “**Franchisor**”).

Effective on the date of this Release, the Franchisee forever releases and discharges the Franchisor from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature or kind, in law or in equity, which the Franchisee now has or ever had against the Franchisor, including without limitation, anything arising out of that certain Franchise Agreement dated \_\_\_\_\_ (the “**Franchise Agreement**”), the franchise relationship between the Franchisee and the Franchisor, and any other relationships between the Franchisee and the Franchisor; except the Franchisor’s obligations under the \_\_\_\_\_ Agreement dated effective \_\_\_\_\_. This Release is effective for: (a) any and all claims and obligations, including those of which the Franchisee is not now aware; and (b) all claims the Franchisee has from anything which has happened up to now.

The Franchisee is bound by this Release. The Franchisee freely and voluntarily gives this Release to the Franchisor for good and valuable consideration and the Franchisor acknowledges its receipt and sufficiency.

The Franchisee represents and warrants to the Franchisor that the Franchisee has not assigned or transferred to any other person any claim or right the Franchisee had or now has relating to or against the Franchisor.

In this Release, each pronoun includes the singular and plural as the context may require.

This Release is governed by Florida law.

This Release is effective \_\_\_\_\_, notwithstanding the actual date of signatures.

IN WITNESS WHEREOF, the undersigned execute this Release:

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary  
My Commission Expires: \_\_\_\_\_

**ADDENDUM TO THE  
FIREHOUSE OF AMERICA, LLC  
MINNESOTA DISCLOSURE DOCUMENT**

1. Item 13 is amended to add the following:

The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

2. Item 17, summary column for (f) is amended to add the following:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure).

3. Item 17, summary column for (m) is amended to add the following:

Any release signed as a condition of transfer will not apply to any claims you may have under the Minnesota Franchise Act.

4. Item 17, summary columns for (v) and (w) are amended to add the following:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in this Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

**RIDER TO  
FIREHOUSE OF AMERICA, LLC  
FRANCHISE AGREEMENT  
FOR USE IN MINNESOTA**

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company, with its principal business address at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (“**we**,” “**us**” or “**our**”), and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (the “**Franchisee**”) and amends the Franchise Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Marks.** Section 7 of the Agreement is amended to add the following:

The franchisor will protect the franchisee’s rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee’s right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g)

3. **Termination.** Section 16 of the Agreement is amended to add the following:

With respect to franchises governed by Minnesota Law, we will comply with Minn. Stat. Sec. 80c.14, subsds. 3, 4, and 5, which require, except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure).

4. **Limitation of Claims.** No action may be commenced for claims coming under Minnesota Law more than 3 years after the cause of action accrues.

5. **Waiver of Jury Trial.** Section 19.9 is deleted in its entirety.

6. **Jurisdiction.** The following is added to Section 19.8:

Minn. Stat. Sec. 80C.21 and Minn. Rules 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or franchise agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

7. **Injunctive Relief.** The Franchisee does not consent to the Franchisor obtaining injunctive relief for any matters coming under Minnesota Law; but the Franchisor may seek such injunctive relief.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

“**US**”  
**FIREHOUSE OF AMERICA, LLC**

“**YOU**”

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

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

**RIDER TO  
FIREHOUSE OF AMERICA, LLC  
AREA DEVELOPMENT AGREEMENT  
FOR USE IN MINNESOTA**

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company, with its principal business address at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (“**we**,” “**us**” or “**our**”), and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (the “**Franchisee**”) and amends the Area Development Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Marks.** Section 1 of the Agreement is amended to add the following:

The franchisor will protect the developer’s rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the developer’s right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

3. **Termination.** Section 10 of the Agreement is amended to add the following:

With respect to franchises governed by Minnesota Law, we will comply with Minn. Stat. Sec. 80c.14, subds. 3, 4, and 5, which require, except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure).

4. **Jurisdiction.** The following is added to Section 13.8:

Minn. Stat. Sec. 80C.21 and Minn. Rules 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or franchise agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

**“US”**  
**FIREHOUSE OF AMERICA, LLC**

**“YOU”**

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

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

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

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

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

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

**ADDENDUM TO THE  
FIREHOUSE OF AMERICA, LLC  
NEW YORK DISCLOSURE DOCUMENT**

1. The following information is added to the cover page of the Franchise Disclosure Document:

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for franchisee to renew or extend,” and Item 17(m), entitled “Conditions for franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the “Summary” section of Item 17(d), titled “Termination by franchisee”:

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the “Summary” section of Item 17(j), titled “Assignment of contract by franchisor”:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum", and Item 17(w), titled "Choice of law":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.



**ADDENDUM TO THE  
FIREHOUSE OF AMERICA, LLC  
NORTH DAKOTA DISCLOSURE DOCUMENT**

1. The Summary column of Item 17 paragraph (c) of this Disclosure Document is modified to read as follows:

“Give us at least 90 days notice of your intention to renew, sign our current form of franchise agreement and ancillary agreements, and sign a release (except for matters coming under the North Dakota Franchise Investment Law (the ND Law”).”

2. The Summary column of Item 17 paragraph (r) of this Disclosure Document is modified by adding the following at the end of the sentence:

“Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.”

3. The Summary column of Item 17 paragraph (u) of this Disclosure Document is amended by adding the following at the end of the paragraph:

“except that matters coming under the ND Law will be submitted to arbitration in a mutually agreeable location.

4. The Summary column of Item 17 paragraph (v) of this Disclosure Document is amended to read as follows:

Except for matters coming under the ND Law, litigation must be in Duval County, Florida.

5. The Summary column of Item 17 paragraph (w) of this Disclosure Document is amended to read as follows:

Except for matters coming under the ND Law, the law of Florida (subject to state law).\*

6. The Franchisee is not required to waive jury trial for any matters coming under ND Law.

**RIDER TO  
FIREHOUSE OF AMERICA, LLC  
FRANCHISE AGREEMENT  
FOR USE IN NORTH DAKOTA**

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company, with its principal business address at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (“**we**,” “**us**” or “**our**”), and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (the “**Franchisee**”) and amends the Franchise Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Grant of Successor Franchise.** You are not required to sign a general release as to any matters coming under the North Dakota Franchise Investment Law (the “**ND Law**”).

3. **Post-Term Competitive Restrictions.** Covenants not to compete, such as those mentioned in this section, are generally unenforceable in the State of North Dakota.

4. **Jurisdiction.** All matters coming under the ND Law may be brought in the courts of North Dakota.

5. **Waiver of Punitive Damages and Jury Trial.** Paragraphs 19.5 and 19.9 of the Franchise Agreement are deleted in their entirety.

6. **Limitation of Claims.** The statute of limitations under ND Law applies to all matters coming under ND Law.

7. **Governing Law.** This Agreement will be governed by North Dakota law.

8. **Exercise of Rights.** This paragraph is deleted insofar as it requires you to consent to liquidated damages.

9. **Agreement to Arbitrate.** All matters coming under North Dakota Law will be submitted to arbitration at a mutually agreeable location.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

“**US**”  
**FIREHOUSE OF AMERICA, LLC**

**YOU**

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

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

**RIDER TO  
FIREHOUSE OF AMERICA, LLC  
AREA DEVELOPMENT AGREEMENT  
FOR USE IN NORTH DAKOTA**

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company, with its principal business address at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (“**we**,” “**us**” or “**our**”), and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_

(the “**Franchisee**”) and amends the Area Development Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Post-Term Competitive Restrictions.** Covenants not to compete, such as those mentioned in this section, are generally unenforceable in the State of North Dakota.

3. **Jurisdiction.** All matters coming under the North Dakota Law (“**ND Law**”) may be brought in the courts of North Dakota.

5. **Waiver of Punitive Damages and Jury Trial.** Paragraphs 13.5 and 13.9 of the Franchise Agreement are deleted in their entirety.

6. **Limitation of Claims.** The statute of limitations under ND Law applies to all matters coming under ND Law.

7. **Governing Law.** This Agreement will be governed by North Dakota law.

8. **Exercise of Rights.** This paragraph is deleted insofar as it requires you to consent to liquidated damages.

9. **Agreement to Arbitrate.** All matters coming under North Dakota Law will be submitted to arbitration at a mutually agreeable location.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

“**US**”  
**FIREHOUSE OF AMERICA, LLC**

**YOU**

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

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

**ADDENDUM TO THE  
FIREHOUSE OF AMERICA, LLC  
RHODE ISLAND DISCLOSURE DOCUMENT**

The following sentence is added to Item 17 (v) and (w): A provision in a franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

**RIDER TO  
FIREHOUSE OF AMERICA, LLC  
FRANCHISE AGREEMENT  
FOR USE IN VIRGINIA**

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company, with its principal business address at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (“**we,**” “**us**” or “**our**”), and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (the “**Franchisee**”) and amends the Franchise Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **“Cause” Defined – Non-curable Defaults.** In recognition of the restrictions contained in Section 13.1-564 of the Act, the following is added to Item 17(h):

Pursuant to Section 13.1-564 of the Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the area representative agreement, franchise agreement or development agreement does not constitute “reasonable cause,” as that term may be defined in the Act or the laws of Virginia, that provision may not be enforceable.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

“**US**”  
**FIREHOUSE OF AMERICA, LLC**

**YOU**

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

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

**ADDENDUM TO THE  
FIREHOUSE OF AMERICA, LLC  
WASHINGTON DISCLOSURE DOCUMENT**

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Like most franchise companies, our standard franchise and area representative agreements (the "**Agreements**") contain a restriction on franchise owners hiring employees from us, our affiliates, or another franchisee (the "**Hiring Restriction**"). This limited Hiring Restriction was intended to promote franchisee investment in training their employees and bolstering the

promotion of franchisee employees, among other reasons. Unfortunately, after allegations of misuse of similar provisions by some other franchise chains resulting in negative publicity and class-action lawsuits, and despite contrary legal authority, these types of provisions have created uncertain legal risk. Although we believe that the limited Hiring Restriction in the Agreements is both lawful and beneficial, we have agreed to adopt a policy to no longer enforce it. In doing so, even though no lawsuit or legal proceeding was filed or pending, we also entered into an Assurance of Discontinuance (the “**AOD**”) with the Attorney General of the State of Washington. *In Re: Franchise No Poaching Provisions (Firehouse of America, LLC)*, No. 18-2-25828-6 SEA (Wash. King County Superior Court Oct. 16, 2018). In the AOD, we agreed to remove the Hiring Restriction in our Agreements going forward; not enforce it nationwide; and provide formal amendments to remove it from our existing Agreements in the State of Washington. In the AOD, we expressly denied that there was any violation of law and entered into the AOD to avoid protracted and expensive litigation. Furthermore, in accordance with Washington law, neither the AOD nor its terms are construed as an admission of law, fact, liability, misconduct or wrongdoing on our part or of any of our current or former franchisees.

**Use of Franchise Brokers.** The franchisor [uses/may use] the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor’s current and former franchisees to ask them about their experience with the franchisor.

**RIDER TO  
FIREHOUSE OF AMERICA, LLC  
FRANCHISE AGREEMENT,  
COMPLIANCE QUESTIONNAIRE, AND RELATED AGREEMENTS  
FOR USE IN WASHINGTON**

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company, with its principal business address at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (“**we**,” “**us**” or “**our**”), and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (the “**Franchisee**”) and amends the Franchise Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Washington Franchise Investment Protection Act.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized,



exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

**Use of Franchise Brokers.** The franchisor [uses/may use] the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor’s current and former franchisees to ask them about their experience with the franchisor.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

**“US”**  
**FIREHOUSE OF AMERICA, LLC**

**“YOU”**

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

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

**RIDER TO  
FIREHOUSE OF AMERICA, LLC  
AREA DEVELOPMENT AGREEMENT,  
COMPLIANCE QUESTIONNAIRE, AND RELATED AGREEMENTS  
FOR USE IN WASHINGTON**

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company, with its principal business address at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (“**we**,” “**us**” or “**our**”), and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (the “**Franchisee**”) and amends the Area Development Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Washington Franchise Investment Protection Act.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless

the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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**Use of Franchise Brokers.** The franchisor [uses/may use] the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

**“US”**

**FIREHOUSE OF AMERICA, LLC**

**“YOU”**

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

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

**EXHIBIT S TO THE DISCLOSURE DOCUMENT**

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**RECEIPT OF**

**FRANCHISE-RELATED DOCUMENTS**

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**RECEIPT OF FRANCHISE-RELATED DOCUMENTS**

The undersigned, personally and/or as an officer or partner of the proposed Franchisee, does hereby acknowledge receipt of the following documents, in form for execution, relating to the franchise of Firehouse of America, LLC:

<input type="checkbox"/> (1) Application and Deposit Agreement	<input type="checkbox"/> (7) Principal Owner's Statement.
<input type="checkbox"/> (2) Franchise Agreement	<input type="checkbox"/> (8) Franchise Compliance Certificate
<input type="checkbox"/> (3) Area Development Agreement	(9) State Specific Rider (check if applies):
<input type="checkbox"/> (4) Conditional Assignment of Telephone Numbers and Listings.	<input type="checkbox"/> Franchise Agreement.
<input type="checkbox"/> (5) Addendum to Lease Agreement.	<input type="checkbox"/> Development Agreement
<input type="checkbox"/> (6) Principal Owner's Guaranty.	<input type="checkbox"/> (10) Other (specify):
	_____
	_____

(Proposed Franchisee must initial the box adjacent to the applicable document.)

I further acknowledge my understanding that it is my responsibility, individually and/or as an officer or partner of the proposed Franchisee, to review all such documents so that I am fully familiar with the transaction contemplated thereby prior to the execution thereof.

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

A FEDERAL TRADE COMMISSION RULE REQUIRES THAT WE PROVIDE YOU WITH THE FRANCHISE-RELATED DOCUMENTS NOTED ABOVE AT LEAST 7 DAYS PRIOR TO THE DATE THEY ARE TO BE EXECUTED. PLEASE DO NOT SIGN OR RETURN THESE DOCUMENTS UNTIL 7 DAYS HAVE ELAPSED FROM THE DATE OF THIS RECEIPT.

\_\_\_\_\_  
 \_\_\_\_\_ individually  
 and/or as an officer or partner of \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_ a ( corporation)  
 ( \_\_\_\_\_ partnership)

NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_ individually  
 and/or as an officer or partner of \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_ a ( corporation)  
 ( \_\_\_\_\_ partnership)

NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT T TO THE DISCLOSURE DOCUMENT**

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**POTENTIAL FRANCHISE SELLERS**

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## POTENTIAL FRANCHISE SELLERS

As required by the amended FTC rule, listed below are the persons who may be classified as “Franchise Sellers.” The Franchise Seller(s) of your franchise are checked below.

<u>NAME</u>	<u>PRINCIPAL BUSINESS ADDRESS</u>	<u>TELEPHONE NUMBER</u>
<input type="checkbox"/> Kristen Akel, Senior Director Real Estate Services	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5180
<input type="checkbox"/> James Broschious, Franchise Business Consultant	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(850) 982-0323
<input type="checkbox"/> Ian Burnett, Director IT Restaurant Systems	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5440
<input type="checkbox"/> Misty Cameron, Senior Manager Construction Services	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5173
<input type="checkbox"/> Clark Coleman, Franchise Business Consultant	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5233
<input type="checkbox"/> Mark Cowan, Franchise Business Consultant	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5454
<input type="checkbox"/> John Cz, Franchise Business Consultant	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5183
<input type="checkbox"/> Rakesh Daya, Franchise Business Consultant	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5463
<input type="checkbox"/> David Dipiero, Franchise Business Consultant	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5150
<input type="checkbox"/> Michael Domico, Franchise Business Consultant	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5266
<input type="checkbox"/> Richard Elkins, Senior Director Construction Services	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5195
<input type="checkbox"/> Eric Engelstad, Franchise Business Consultant	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5240
<input type="checkbox"/> Rachel Felker, Franchise Business Consultant	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5439
<input type="checkbox"/> Timothy Foster, Director of Training	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5225
<input type="checkbox"/> Charles Fryman, Franchise Business Consultant	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5175
<input type="checkbox"/> Ruth Girau, Manager Construction Services	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5469
<input type="checkbox"/> Daniel Golisch, Franchise Business Consultant	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5446
<input type="checkbox"/> Candace Havel, Director of Reporting	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5125
<input type="checkbox"/> Nasli Heeramanek, Director of Brand Marketing	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5231
<input type="checkbox"/> Robert Jakoby, VP Information Technology	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5261
<input type="checkbox"/> Kimberly Jernigan, Director Accounts Payable	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5179

<u>NAME</u>	<u>PRINCIPAL BUSINESS ADDRESS</u>	<u>TELEPHONE NUMBER</u>
<input type="checkbox"/> Brittany Johnson, Director Brand Programs	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5171
<input type="checkbox"/> Steven Kaplan, Director Company Operations	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5223
<input type="checkbox"/> Scott Kinner, Franchise Business Consultant	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5443
<input type="checkbox"/> Katherine Kirby, Manager of Public Relations	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5289
<input type="checkbox"/> Sheri Kohler, Senior Director of Finance / Controller	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5219
<input type="checkbox"/> William Krassner, Franchise Business Consultant	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5456
<input type="checkbox"/> Steven Labostrie, Director of Non-Traditional Operations	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5224
<input type="checkbox"/> Melissa Lee, Director of Digital Content	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5214
<input type="checkbox"/> Matthew Liggett, Franchise Business Consultant	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5201
<input type="checkbox"/> Matthew Lintz, Franchise Business Consultant	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5255
<input type="checkbox"/> EmmaJean Livingston, Manager of Public Relations	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5215
<input type="checkbox"/> Robert Lowe, Franchise Business Consultant	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5412
<input type="checkbox"/> Stephen Lowe, Director of Quality Assurance	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5188
<input type="checkbox"/> Ty Lowry, Director of Foundation Finance	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5209
<input type="checkbox"/> Claire Marshall, Senior Manager of Field Public Relations	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5284
<input type="checkbox"/> Robert May, Senior Real Estate Manager	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5168
<input type="checkbox"/> Marisa McLaughlin, Senior Director Operation Services	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5203
<input type="checkbox"/> Jay Miller, Director Product Development	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5265
<input type="checkbox"/> Patrick Miller, Franchise Business Consultant	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5161
<input type="checkbox"/> Rachel Miller, Franchise Business Consultant	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5134
<input type="checkbox"/> Katherine Milligan, Director Guest Services	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 289-2290
Jose Morales, Franchise Business Consultant	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5263
<input type="checkbox"/> Ronald Nesbitt, Franchise Business Consultant	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5448
<input type="checkbox"/> Erin Neves, Senior Manager Field Public Relations	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5269
<input type="checkbox"/> James O'Keefe, Senior Real Estate Manager	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5149
<input type="checkbox"/> Matthew Olsen, Director Digital Experience	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5210



<u>NAME</u>	<u>PRINCIPAL BUSINESS ADDRESS</u>	<u>TELEPHONE NUMBER</u>
<input type="checkbox"/> John Papa, Franchise Business Consultant	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5139
<input type="checkbox"/> Jeffrey Press, Franchise Business Consultant	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5467
<input type="checkbox"/> Risa Rappaport, Director of National Off-site Sales	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5211
<input type="checkbox"/> Mary Rawlins, Senior VP Financial Services	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5172
<input type="checkbox"/> Heather Richardson, Senior Director Financial Reporting	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5146
<input type="checkbox"/> Matthew Riddleberger, Senior VP Supply Chain Services	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 674-3416
<input type="checkbox"/> Bryan Robst, Director of Infrastructure and Security	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5222
<input type="checkbox"/> Kaitlyn Russell, Franchise Business Consultant	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5279
<input type="checkbox"/> Taylor Schillace, Manager Public Relations	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5432
<input type="checkbox"/> Rita Shalley, Real Estate Support Manager	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5248
<input type="checkbox"/> Denise Sheffield, Payroll Director	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5154
<input type="checkbox"/> Lenore Shehane, Director Corporate Public Relations	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5226
<input type="checkbox"/> Jovon Silkert, Franchise Business Consultant	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5198
<input type="checkbox"/> Elizabeth Slobodian, VP Public Affairs	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5187
<input type="checkbox"/> Christine Stahl, Director of Analytics	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5170
<input type="checkbox"/> Edward Tallman, Franchise Business Consultant	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5449
<input type="checkbox"/> Tanya Thompson, VP Human Resources, Payroll and Benefits	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5468
<input type="checkbox"/> William Uradnik, Director of Real Estate	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5167
<input type="checkbox"/> Rina Vieweg, Franchise Business Consultant	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5287
<input type="checkbox"/> Daniel Walsh, VP Reporting and Analytics	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5152
<input type="checkbox"/> Shelly Walsh, Director of Franchise Programs Management	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5218
<input type="checkbox"/> Lindsay Williams, Director of Franchise Administration	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5185
<input type="checkbox"/> David Williams, Franchise Business Consultant	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5461
<input type="checkbox"/> Ronda Wilson, Senior Director Financial Compliance	12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258	(904) 606-5220

**EXHIBIT U TO THE DISCLOSURE DOCUMENT**

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**STATE EFFECTIVE DATES**

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### **State Effective Dates**

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

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

<b>State</b>	<b>Effective Date</b>
California	Registration Effective _____, 2022
Hawaii	Registration Effective _____, 2022
Illinois	Registration Effective _____, 2022
Indiana	Registration Effective _____, 2022
Maryland	Registration Effective _____, 2022
Michigan	Registration Effective July 23, 2021
Minnesota	Registration Effective _____, 2022
New York	Registration Effective _____, 2022
North Dakota	Registration Effective _____, 2022
Rhode Island	Exempt Effective _____, 2022
South Dakota	Registration Effective _____, 2022
Virginia	Registration Effective _____, 2022
Washington	Registration Effective _____, 2022
Wisconsin	Registration Effective _____, 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 V TO THE DISCLOSURE DOCUMENT**

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**RECEIPTS**

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**RECEIPT**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If FIREHOUSE OF AMERICA, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration, whichever occurs first.

If FIREHOUSE OF AMERICA, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (as listed in Exhibit "Q" to this disclosure document).

The franchisor is FIREHOUSE OF AMERICA, LLC, located at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258. Its telephone number is (904) 886-8300.

We authorize the respective state agencies identified on Exhibit "Q" to receive service of process for us if we are registered in the particular state.

Issuance Date: March 25, 2022

The name, principal business address, and telephone number of the franchise sellers offering the franchise are:

Name		Principal Business Address	Telephone Number
Don Fox	Brent Greenwood	12735 Gran Bay Parkway, Suite 150	(904) 886-8300
Vince Burchianti	Greg Delks	Jacksonville, Florida 32258	

Please see Exhibit "M" for the name, address and telephone number of the Area Representative, if any, for your market and Exhibit "T" for other potential franchise sellers..

I received a disclosure document dated March 25, 2022 (the state effective dates are listed on the pages preceding the table of contents).

The disclosure document included the following Exhibits:

Exhibit A	Financial Statements	Exhibit L	Form of Membership Agreement for Firehouse Subs Market Fund, Inc.
Exhibit B	Application and Deposit Agreement	Exhibit M	Information Regarding Area Representatives
Exhibit C	Franchise Agreement	Exhibit N	List of Franchise Owners
Exhibit D	Area Development Agreement	Exhibit O	List of Franchisees Who Have Left the System
Exhibit E	Conditional Assignment of Telephone Numbers and Listings	Exhibit P	List of State Agencies/Agents for Service of Process
Exhibit F	Addendum to Lease Agreement	Exhibit Q	Franchise Compliance Certificate
Exhibit G	Manual Table of Contents	Exhibit R	State Specific Addenda and Riders
Exhibit H	Principal Owner's Guaranty	Exhibit S	Receipt of Franchise-Related Documents
Exhibit I	Principal Owner's Statement	Exhibit T	Potential Franchise Sellers
Exhibit J	Articles of Incorporation for Firehouse Subs Market Fund, Inc.	Exhibit U	State Effective Dates
Exhibit K	Amended and Restated Bylaws of Firehouse Subs Market Fund, Inc., as amended	Exhibit V	Receipt

Dated: \_\_\_\_\_

\_\_\_\_\_  
Individually and as an Officer

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

Of \_\_\_\_\_  
 (a \_\_\_\_\_ Corporation)  
 (a \_\_\_\_\_ Partnership)  
 (a \_\_\_\_\_ Limited Liability Company)

(Keep this page for your records)



**RECEIPT**

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If FIREHOUSE OF AMERICA, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration, whichever occurs first.

If FIREHOUSE OF AMERICA, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (as listed in Exhibit "Q" to this disclosure document).

The franchisor is FIREHOUSE OF AMERICA, LLC, located at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258. Its telephone number is (904) 886-8300.

We authorize the respective state agencies identified on Exhibit "Q" to receive service of process for us if we are registered in the particular state.

Issuance Date: March 25, 2022

The name, principal business address, and telephone number of the franchise sellers offering the franchise are:

Name		Principal Business Address	Telephone Number
Don Fox	Brent Greenwood	12735 Gran Bay Parkway, Suite 150	(904) 886-8300
Vince Burchianti	Greg Delks	Jacksonville, Florida 32258	

Please see Exhibit "M" for the name, address and telephone number of the Area Representative, if any, for your market and Exhibit "T" for other potential franchise sellers..

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Exhibit K	Amended and Restated Bylaws of Firehouse Subs Market Fund, Inc., as amended	Exhibit V	Receipt

Dated: \_\_\_\_\_

\_\_\_\_\_  
Individually and as an Officer

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

Of \_\_\_\_\_  
 (a \_\_\_\_\_ Corporation)  
 (a \_\_\_\_\_ Partnership)  
 (a \_\_\_\_\_ Limited Liability Company)

(Sign and return this Page)