

## FRANCHISE DISCLOSURE DOCUMENT



Arby's Franchisor, LLC • Three Glenlake Parkway NE • Atlanta, Georgia 30328  
678-514-4100 • <http://www.arbys.com>

The franchisee will operate a restaurant under the name Arby's and featuring a variety of Arby's deli-inspired sandwiches and complementary side items and desserts.

The total investment necessary to begin operation of an Arby's Restaurant franchise is from \$637,950 to \$2,306,000 for a Free-Standing Arby's Restaurant and from \$628,950 to \$1,167,000 for a Non-Free-Standing Arby's Restaurant. This includes \$6,250 to \$56,300 that must be paid to the franchisor or affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Arby's Franchise Development Team at Three Glenlake Parkway NE, Atlanta, Georgia 30328, (678) 514-4100.

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

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

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

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

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

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

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

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

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

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

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

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

### Some States Require Registration

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

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

## Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement and development agreement require you to resolve disputes with the franchisor by litigation only in the then-current city of the franchisor's principal business office, which is currently Atlanta, Georgia. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to litigate with the franchisor in a state other than in your own state.

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

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

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

- a) A prohibition of 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 that deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a Franchise Agreement, from settling any and all claims.
- c) A provision that permits a franchisor to terminate a franchise before the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provisions of the Franchise Agreement and to cure such failure after being given written notice of it and a reasonable opportunity, which need not be more than 30 days, to cure such failure.
- d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market values at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials that have no value to the franchisor, and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than five (5) years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (6) months advance notice of franchisor's intent not to renew the franchise.
- e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- f) A provision requiring that arbitration or litigation is conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- g) A provision that 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 refusal to purchase the franchise. Good cause shall include, but is not limited to:
  - (i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

- (ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.
  - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
  - (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.
- h) A provision requiring the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right-of-first-refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the Franchise Agreement and has failed to cure the breach in the manner provided in subdivision (c).
- i) A provision that permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

**THE FACT THAT THERE IS A NOTICE OF THIS 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  
670 G. Mennen Williams Building  
525 West Ottawa  
Lansing, Michigan 48933  
Telephone Number: (517) 335-7567

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## 1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this disclosure document, “we”, “our” or “us” means Arby’s Franchisor, LLC, the franchisor. “You” means the person or entity that acquires the franchise. If you are a corporation, limited liability company or other entity, then we may require your principals to sign the Guaranty attached to the License Agreement (Exhibit D), which means that all of the provisions of the License Agreement also will apply to them. We use the terms “Franchise Agreement” and “License Agreement,” and “franchisee” and licensee,” interchangeably in this disclosure document.

We are a limited liability company organized in Delaware on July 2, 2015. We do business under the brand name “Arby’s”. We have offered franchises for Arby’s Restaurants (defined below) since November 2015. We have never operated an Arby’s Restaurant or offered franchises in any other line of business. We have no other business activities except those described here. Our principal business address is Three Glenlake Parkway NE, Atlanta, Georgia 30328. If we have an agent for service of process in your state, we disclose that agent in Exhibit I.

### **The Arby’s Restaurant Franchise Opportunity**

We grant franchises for, and some of our affiliates operate, restaurants featuring our deli-inspired sandwiches and related items that operate under our trademarks, service marks and tradenames (the “Trademarks”) and our system, all of which may change periodically (“Arby’s Restaurants”). The Arby’s brand purpose is Inspiring Smiles Through Delicious Experiences<sup>®</sup>. Arby’s delivers on its purpose by celebrating the art of Meatcraft<sup>®</sup> through a long history of menu innovation and quality products. In addition to its signature roast beef, the Arby’s Restaurant menu contains a variety of high-quality proteins including turkey, chicken, steak, bacon, ham, brisket, and corned beef that are crafted into innovative deli-inspired delicious sandwiches. Arby’s Restaurants also offer a number of craveable sides such as curly fries, shakes, turnovers, and other add-ons. Based on the vision of “deli-inspired delicious,” in 2014 Arby’s introduced new restaurant designs and layouts to both increase operational efficiencies and enhance the overall guest experience. Arby’s Restaurants also may offer breakfast items as an option from our approved menu. Arby’s Restaurants feature a distinctive style of limited service restaurant (“LSR”) that features Fast Crafted<sup>®</sup> service, a unique blend of quick service speed and value combined with the quality and made-for-you care of fast casual. We call the Arby’s Restaurant that you will operate under the License Agreement your “Restaurant.”

This disclosure document contains information regarding the following 2 types of Arby’s Restaurants: (1) traditional full-menu, limited service Arby’s Restaurants, which could be in free-standing locations, convenience stores, travel plazas, truck stops, travel plaza/convenience store combos, end cap and inline locations, and malls (“Traditional Restaurants”), the vast majority of which include a drive-thru window; and (2) limited menu, limited size and reduced service restaurants intended to meet consumer demand in locations that may not support a full menu and/or full size restaurant (“Non-Traditional Restaurants”). A Non-Traditional Restaurant generally occupies a smaller retail space, offers no or very limited seating and may cater to a captive audience, may have a limited menu and may possibly feature reduced services, labor, storage and different hours of operation. Non-Traditional Restaurant locations include airports, military bases, hospitals, toll plazas, stadiums, theme/amusement parks and arenas which have no seating or shared seating, casinos, colleges, universities, and other institutional facilities which have common area seating.



Before signing the License Agreement, you must sign a Development Agreement (Exhibit C). If you will open only one Arby's Restaurant, the Development Agreement covers the process for your constructing the Restaurant and the training we provide. If you will open multiple Arby's Restaurants, then the Development Agreement will specify the number of Arby's Restaurants you will develop over a specified period (the "Development Schedule") and the territory within which you will develop them (the "Territory"). You will sign our then current form of License Agreement for each Arby's Restaurant you develop in the Territory, which currently is the form of License Agreement in this disclosure document but could in the future differ from that form. However, if you fully comply with the Development Agreement, each License Agreement that the Development Agreement covers will reflect the royalty and license fee specified in the Development Agreement.

### **The Market and Competition**

Arby's Restaurants serve a wide range of age groups throughout the general public in a variety of locations such as free-standing restaurants, end cap and inline locations, convenience stores, travel plazas, and malls. The restaurant business, and specifically the LSR segment (which includes quick service and fast casual restaurants), is intensely competitive and affected by many factors, including changes in geographic competition, changes in the public's eating habits and preferences, local, regional and national economic conditions affecting consumer spending habits, population trends and local traffic patterns. Key elements of competition in the LSR industry are the price, quality and value of food products offered, quality and speed of service, advertising effectiveness, brand name awareness, media spending levels, restaurant location and convenience, and attractiveness of facilities.

Arby's Restaurants are primarily in competition with major national and regional restaurant chains, some of which dominate the LSR industry, and also with a variety of other take-out foodservice companies and fast-food restaurants. Competitors also include a variety of mid-price, full-service casual-dining restaurants, health and nutrition-oriented restaurants, delicatessens and prepared food restaurants, supermarkets and convenience stores. In addition, you may compete with institutional food service operations located in or near existing or new medical facilities, government or U.S. military facilities, universities, colleges, schools, hospitals, airports, truck stops, stadiums, factories or other workplaces, and other locales. In some markets you may also encounter competition from Arby's Restaurants that we, our affiliates and/or other franchisees own and operate. You may also compete with new and existing dual-brand and standalone concepts that we or our affiliates may develop or currently operate.

### **Laws, Rules, and Regulations**

You must comply with all federal, state, and local regulations and guidelines governing the foodservice industry. The Food and Drug Administration, the United States Department of Agriculture, and food-industry organizations, including the National Restaurant Association, have established rules affecting the restaurant business. In addition, you must comply with federal, state, county, and local health and consumer protection laws and regulations concerning food preparation, baking, handling, and storage; laws, ordinances, rules, and regulations concerning "Truth in Menu" (regarding menu item names and product labeling), food and menu labeling in restaurants, nutritional claims, and allergen information; and laws and regulations concerning access to your Arby's Restaurant by persons with disabilities, such as the federal Americans with Disabilities Act which requires readily accessible accommodations for disabled people, along with requirements and standards for building construction, site elements, entrance ramps, doors, seating, bathrooms, drinking facilities, real estate permits and licenses, and operational licenses,

etc. Other applicable laws include federal, state, and local labor regulations, including those regulating “no smoking” areas, equal employment opportunities, occupational safety and health, employment, minimum age, minimum wages, hours of employment, sexual harassment, the Affordable Care Act regarding providing medical insurance for your employees, and so forth; local zoning rules that may limit where you can locate an Arby’s Restaurant and may affect design features, including the building facade and signs; and federal, state, and local environmental laws that may affect the disposal of waste materials and the packaging you use. It is your responsibility to investigate and comply with all laws, ordinances, rules, and regulations that may affect your Arby’s Restaurant operations, and to investigate the need for obtaining and maintaining all licenses and permits necessary for your Arby’s Restaurant to open and operate. Consult your lawyer about all these laws, rules, ordinances, regulations, and licensing requirements.

### **Our Predecessor and Certain Arby’s Affiliates**

One of our parent companies, who is also our predecessor, is Arby’s Restaurant Group, Inc. (“ARG”). ARG’s principal business address is the same as our address. ARG offered franchises for Arby’s Restaurants and T.J. Cinnamon’s® restaurants (described below) from May 2006 until November 2015. ARG has never operated an Arby’s Restaurant or offered franchises in any other line of business. Under a securitization financing transaction that closed in November 2015 (the “Securitization Transaction”), ARG transferred all of the then existing franchise agreements and related agreements for Arby’s Restaurants to us, and we became the franchisor of all existing and future franchise and related agreements. As part of the Securitization Transaction, ARG signed a management agreement with us to provide the required support and services to Arby’s franchisees under their franchise agreements. ARG also acts as our franchise sales agent. We pay management fees to ARG for these services. However, as the franchisor, we are responsible and accountable to you to make sure that all services we promise to perform under your License Agreement or other agreement you sign with us are performed in compliance with the applicable agreement, regardless of who performs these services on our behalf.

One of our affiliates, Inspire International, Inc. (together with its predecessor, Arby’s International, Inc., “Inspire International”) has offered and granted franchises and master franchises for Arby’s Restaurants outside of the United States since May 2016. Inspire International has never operated any Arby’s Restaurants or offered franchises in any other line of business. Inspire International, Inc.’s principal business address is the same as our address.

Another of our affiliates, IRB Holding Corp., a Delaware corporation, (“IRB”) is an approved supplier of the Arby’s Order Ahead Platform described in Item 8. IRB has never operated any Arby’s Restaurants or offered franchises in any other line of business, and IRB’s principal business address is the same as our address.

Other current and former affiliates have in the past offered franchises for other restaurant concepts, including T.J. Cinnamon’s stores, which served baked goods. All remaining T.J. Cinnamon’s stores closed in 2019.

### **Inspire Brands**

Another of our parent companies is Inspire Brands, Inc. (“Inspire Brands”), whose principal business address is the same as our address. Inspire Brands is a global, multi-brand restaurant company, launched upon completion of the merger between a parent of the Arby’s brand and a parent of the Buffalo Wild Wings brand in February 2018. Subsidiaries of Inspire Brands listed below are our affiliate who own and administer the network of franchised and company-owned

restaurants operating under the Arby's, Buffalo Wild Wings, Jimmy John's, Rusty Taco, Sonic, Dunkin' and Baskin-Robbins brands. Unless otherwise stated, all Inspire Brands' subsidiaries share our principal business address. Except as described below, none of Inspire Brands' subsidiaries have ever operated or offered franchises for Arby's Restaurants or offered franchises in any other line of business.

Buffalo Wild Wings International, Inc. ("BWWI") has offered franchises in the United States for sports entertainment-oriented casual dining restaurants that feature chicken wings, sandwiches and other products and alcoholic and other beverages under the Buffalo Wild Wings name ("Buffalo Wild Wings Sports Bars") since April 1991 and restaurants that feature chicken wings and other food and beverage products primarily for off-premises consumption under the Buffalo Wild Wings GO name ("BWW-GO Restaurants") since December 2020. Inspire International was originally incorporated under the name BWLD Global III, Inc. On October 14, 2021, BWLD Global III, Inc. merged with its affiliates Arby's International, Inc. and Sonic International, Inc., with Inspire International as the surviving entity. As part of that restructuring, BWLD Global III, Inc. changed its name to Inspire International, Inc. Inspire International has offered franchises for Buffalo Wild Wings restaurants outside the United States since October 2019 and acquired the existing development agreements and franchise agreements for Buffalo Wild Wings Sports Bars outside the United States in December 2019. As of January 2, 2022, there were 1,196 Buffalo Wild Wings Sports Bars operating in the United States (534 franchised and 662 company-owned) and 76 Buffalo Wild Wings or B-Dubs Restaurants operating outside the United States (64 franchised and 12 company-owned). As of January 2, 2022, there were 16 BWW-GO Restaurants operating in the United States (1 franchised and 15 company-owned).

Another Inspire Brands subsidiary, Rusty Taco, Inc. ("RTI"), is the franchisor for Rusty Taco® (formerly R TACO®) restaurants in the U.S. RTI has offered franchises for Rusty Taco restaurants since May 2015 but its predecessors have been franchising Rusty Taco restaurants since 2010. As of January 2, 2022, there were 36 Rusty Taco restaurants (32 franchised and 4 company-owned) in operation.

Sonic Franchising LLC ("Sonic") became an Inspire Brands subsidiary in December 2018. Sonic has offered franchises for Sonic Drive-In restaurants, which serve hot dogs, hamburgers and other sandwiches, tater tots and other sides, a full breakfast menu and frozen treats and other drinks, since May 2011. As of January 2, 2022, there were 3,552 Sonic Drive-Ins (3,232 franchised and 320 company-owned) in operation.

Jimmy John's Franchisor SPV, LLC ("Jimmy John's"), the franchisor of Jimmy John's restaurants operating under the JIMMY JOHN'S® trade name and business system, became Inspire Brands subsidiary in October 2019. Jimmy John's restaurants feature high-quality deli sandwiches, served on fresh baked breads, and other permitted food and beverage products. Jimmy John's has offered franchises for Jimmy John's restaurants since July 2017, and its predecessor offered franchises for Jimmy John's restaurants from 1993 until July 2017. As of January 2, 2022, there were 2,657 Jimmy John's restaurants operating in the United States (2,616 franchised and 41 affiliate-owned).

Dunkin' Donuts Franchising LLC ("DD"), franchisor of Dunkin' restaurants, and Baskin-Robbins Franchising LLC ("BR"), franchisor of Baskin-Robbins restaurants, became subsidiaries of Inspire Brands in December 2020. Dunkin'® restaurants offer doughnuts, coffee, espresso, breakfast sandwiches, bagels, muffins, compatible bakery products, croissants, snacks, sandwiches and beverages. DD has offered franchises for Dunkin' restaurants since March 2006 and as of December 25, 2021, there were 9,244 franchised Dunkin' restaurants operating in the United

States and an additional 3,713 operating in 39 countries. BR franchises Baskin-Robbins® restaurants that offer ice cream, ice cream cakes and related frozen products, beverages and other products and services. BR has offered franchises for Baskin-Robbins restaurants since March 2006 and as of December 25, 2021, there were 2,276 franchised Baskin-Robbins restaurants in the United States and an additional 5,394 operating internationally in 54 countries and Puerto Rico.

### Other Affiliated Franchise Programs

Through control with private equity funds managed by Roark Capital Management, LLC, an Atlanta-based private equity firm, we are affiliated with the following franchise programs (“Affiliated Programs”). None of these affiliates operate an Arby’s Restaurant.

Focus Brands Inc. (“Focus Brands”) is the indirect parent company to seven franchisors, including: Auntie Anne’s Franchisor SPV LLC (“Auntie Anne’s”), Carvel Franchisor SPV LLC (“Carvel”), Cinnabon Franchisor SPV LLC (“Cinnabon”), Jamba Juice Franchisor SPV LLC (“Jamba Juice”), McAlister’s Franchisor SPV LLC (“McAlister’s”), Moe’s Franchisor SPV LLC (“Moe’s”), and Schlotzsky’s Franchisor SPV LLC (“Schlotzsky’s”). All 7 Focus Brands franchisors have a principal place of business at 5620 Glenridge Drive NE, Atlanta, GA 30342 and have not offered franchises in any other line of business.

Auntie Anne’s franchises Auntie Anne’s® shops that offer soft pretzels, lemonade, frozen drinks and related foods and beverages. In November 2010, the Auntie Anne’s system became affiliated with Focus Brands through an acquisition. Auntie Anne’s predecessor began offering franchises in January 1991. As of December 31, 2021, there were approximately 1,126 franchised facilities and 12 affiliate-owned facilities in the United States and approximately 748 franchised facilities operating outside the United States.

Carvel franchises Carvel® ice cream shoppes and is a leading retailer of branded ice cream cakes in the United States and a producer of premium soft-serve ice cream. The Carvel system became an Affiliated Program in October 2001 and became affiliated with Focus Brands in November 2004. Carvel’s predecessor began franchising retail ice cream shoppes in 1947. As of December 31, 2021, there were 325 domestic retail shoppes (including one shoppe co-branded in a Schlotzsky’s restaurant operated by our affiliate), 31 international retail shoppes, and three foodservice locations operated by independent third parties that offer Carvel® ice cream and frozen desserts including cakes and ice cream novelties.

Cinnabon franchises Cinnabon® bakeries that feature oven-hot cinnamon rolls, as well as other baked treats and specialty beverages. It also licenses independent third parties to operate domestic and international franchised Cinnabon® bakeries and Seattle’s Best Coffee® franchises on military bases in the United States and in certain international countries, and to use the Cinnabon trademarks on products dissimilar to those offered in Cinnabon bakeries. In November 2004, the Cinnabon system became affiliated with Focus Brands through an acquisition. Cinnabon’s predecessor began franchising in 1990. As of December 31, 2021, franchisees operated 938 Cinnabon retail outlets in the United States and 810 Cinnabon retail outlets outside the United States and 170 Seattle’s Best Coffee units outside the United States. As of December 31, 2021, Cinnabon LLC operated one affiliate-owned Cinnabon retail outlet in the United States.

Jamba franchises Jamba® stores that feature a wide variety of fresh blended-to-order smoothies and other cold or hot beverages and offer fresh squeezed juices and portable food items to customers who come for snacks and light meals. Jamba has offered JAMBA® franchises since October 2018. In October 2018, Jamba became affiliated with Focus Brands through an acquisition. Jamba's predecessor began franchising in 1991. As of December 31, 2021, there were approximately 747 Jamba franchised stores in the United States and 64 franchised Jamba stores outside the United States, and three affiliate-owned Jamba stores in the United States.

McAlister's offers full-size and non-traditional fast casual restaurants offering counter-service, on-premises and take-out services featuring a complete or limited line of deli foods, including hot and cold deli sandwiches, baked potatoes, salads, soups, desserts, iced tea and other food and beverage products under the names MCALISTER'S DELI® or MCALISTER'S SELECT®. McAlister's system became an Affiliated Program through an acquisition in July 2005, and the McAlister's system became affiliated with Focus Brands in October 2013. McAlister's or its predecessor have been franchising since 1999. As of December 31, 2021, there were 472 domestic franchised McAlister's restaurants and 33 affiliate-owned restaurants.

Moe's franchises Moe's Southwest Grill® fast casual restaurants which feature fresh-mex and southwestern food. In August 2007, the Moe's system became affiliated with Focus Brands through an acquisition. Moe's predecessor Southwest Grill franchises in 2001. As of December 31, 2021, there were 658 franchised Moe's Southwest Grill restaurants operating in the United States, one franchised restaurant operating outside the United States, and one affiliate-owned restaurant operating in the United States.

Schlotzsky's franchises Schlotzsky's® quick-casual restaurants which feature sandwiches, pizza, soups, and salads. Schlotzsky's signature items are its "fresh-from-scratch" sandwich buns and pizza crusts that are baked on-site every day. In November 2006, the Schlotzsky's system became affiliated with Focus Brands through an acquisition. Schlotzsky's restaurant franchises have been offered since 1976. As of December 31, 2021, there were 300 franchised Schlotzsky's restaurants and 24 affiliate-owned Schlotzsky's restaurants.

Primrose School Franchising SPE, LLC ("Primrose") is a franchisor that offers franchises for the establishment, development and operation of educational childcare facilities serving families with children from 6 weeks to 12 years old operating under the Primrose® name. Primrose's principal place of business is 3200 Windy Hill Road SE, Suite 1200E, Atlanta GA 30339. Primrose became an Affiliated Program through an acquisition in June 2008. Primrose and its affiliates have been franchising since 1988 and as of December 31, 2021, had 465 franchised facilities. Primrose has not offered franchises in any other line of business.

Pet Valu Canada Inc. ("Pet Valu") is a franchisor that offers franchises for specialty retail stores operating under the trademark Pet Valu® that sell food and supplies for dogs, cats, birds, fish, reptiles and small animals. Pet Valu's principal place of business is 130 Royal Crest Court, Markham, Ontario L3R 0A1. Pet Valu became an Affiliated Program through an acquisition in August 2009. Pet Valu has been franchising since 1987. As of January 2, 2022, the Pet Valu enterprise operated stores in Canada under 5 different banners: (i) 633 Pet Valu branded stores with 406 franchised stores and 227 company-owned stores; (ii) 16 Paulmac's Pet Foods-branded stores consisting of 14 franchised and 2 company-owned stores; (iii) 80 Bosley's Pet Food Plus-branded stores in British Columbia, Canada consisting of 36 franchised and 44 company-owned

stores; (iv) 9 company-owned Tisol-branded stores; and (v) 16 company-owned Total Pet-branded stores. Pet Valu stores have not offered franchises in any other line of business and currently only offers franchises for the operation of Pet Valu stores in Canada. Pet Supermarket, an affiliate of Pet Valu through common ownership and/or control, operated 218 Pet Supermarket company-owned stores at the end of fiscal year 2021.

ME SPE Franchising, LLC (“Massage Envy”) is a franchisor of businesses that offers professional therapeutic massage services, facial services and related goods and services under the name “Massage Envy®” since 2019. Massage Envy’s principal place of business is 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260. Massage Envy’s predecessor began operation in 2003, commenced franchising in 2010, and became an Affiliated Program through an acquisition in 2012. As of December 31, 2021, there were 1,110 franchised Massage Envy locations operating in the United States. Additionally, Massage Envy’s predecessor previously sold franchises for regional developers, who acquired a license for a defined region in which they were required to open and operate a designated number of Massage Envy locations either by themselves or through franchisees that they would solicit. As of December 31, 2021, there were 10 regional developers operating 12 regions in the United States. Massage Envy has not offered franchises in any other line of business.

CKE Inc. (“CKE”), through two indirect wholly-owned subsidiaries (Carl’s Jr. Restaurants LLC and Hardee’s Restaurants LLC), owns, operates and franchises quick serve restaurants operating under the Carl’s Jr.® and Hardee’s® trade names and business systems. Carl’s Jr. restaurants and Hardee’s restaurants offer a limited menu of breakfast, lunch and dinner products featuring charbroiled 100% Black Angus Thickburger® sandwiches, Hand-Breaded Chicken Tenders, Made from Scratch Biscuits and other related quick serve menu items. A small number of Hardee’s Restaurants offer Green Burrito® Mexican food products through a Dual Concept Restaurant. A small number of Carl’s Jr. Restaurants offer Red Burrito® Mexican food products through a Dual Concept Restaurant. CKE Inc.’s principal place of business is 6700 Tower Circle, Suite 1000, Franklin, Tennessee. In December 2013, CKE Inc. became an Affiliated Program through an acquisition. Hardee’s restaurants have been franchised since 1961. As of January 31, 2022, there were 202 company-operated Hardee’s restaurants, including 12 Hardee’s/Red Burrito Dual Concept restaurants, and there were 1,550 domestic franchised Hardee’s restaurants, including 150 Hardee’s/Red Burrito Dual Concept restaurants. Additionally, there were 425 franchised Hardee’s restaurants operating outside the United States. Carl’s Jr. restaurants have been franchised since 1984. As of January 31, 2022, there were 48 company-operated Carl’s Jr. restaurants, and there were 1,018 domestic franchised Carl’s Jr. restaurants, including 270 Carl’s Jr./Green Burrito Dual Concept restaurants. In addition, there were 566 franchised Carl’s Jr. restaurants operating outside the United States, including one Carl’s Jr. Green Burrito Dual Concept restaurant. Neither CKE nor its subsidiaries that operate the above-described franchise systems have offered franchises in any other line of business.

Driven Holdings, LLC (“Driven Holdings”) is the indirect parent company to 10 franchisors, including Meineke Franchisor SPV LLC (“Meineke”), Maaco Franchisor SPV LLC (“Maaco”), Drive N Style Franchisor SPV LLC (“DNS”), Econo Lube Franchisor SPV LLC (“Econo Lube”), Merlin Franchisor SPV LLC (“Merlin”), CARSTAR Franchisor SPV LLC (“CARSTAR”), 1-800-Radiator Franchisor SPV LLC (“1-800-Radiator”), Take 5 Franchisor SPV LLC (“Take 5”), ABRA Franchisor SPV LLC (“ABRA”) and FUSA Franchisor SPV LLC (“FUSA”). In April 2015, Driven Holdings and its franchised brands at the time (Meineke, Maaco, DNS, Merlin and Econo Lube) became Affiliated Programs through an acquisition. Subsequently, through acquisitions in June 2015, October 2015, March 2016, September 2019, and April 2020, respectively, the 1-800-Radiator, CARSTAR, Take 5, ABRA and FUSA brands became Affiliated Programs. The principal business

address of Meineke, Maaco, DNS, Econo Lube, Merlin, CARSTAR, Take 5, ABRA and FUSA is 440 South Church Street, Suite 700, Charlotte, North Carolina 28202. 1-800-Radiator's principal business address is 4401 Park Road, Benicia, California 94510. All 10 franchisors have not offered franchises in any other line of business.

Meineke franchises automotive centers which offer to the general public automotive repair and maintenance services that it authorizes periodically. These services currently include repair and replacement of exhaust system components, brake system components, steering and suspension components (including alignment), belts (V and serpentine), cooling system service, CV joints and boots, wiper blades, universal joints, lift supports, motor and transmission mounts, trailer hitches, air conditioning, state inspections, tire sales, tune ups and related services, transmission fluid changes and batteries. Meineke and its predecessors have offered Meineke center franchises since September 1972, and Meineke's affiliate has owned and operated Meineke centers on and off since March 1991. As of December 25, 2021, there were 698 Meineke centers, 26 Meineke centers co-branded with Econo Lube, and no company-owned Meineke centers or company-owned Meineke centers co-branded with Econo Lube operating in the United States.

Maaco and its predecessors have offered Maaco center franchises since February 1972 providing automotive collision and paint refinishing. As of December 25, 2021, there were 411 franchised Maaco centers and no company-owned Maaco centers in the United States.

DNS is the franchisor of 3 franchise systems: Drive N Style® franchises, AutoQual® franchises and Aero Colours® franchises. DNS and its predecessors have offered Drive N Style franchises since October 2006. A Drive N Style business offers both interior and exterior reconditioning and maintenance services, exterior paint repair and refinishing services and interior and exterior protection services for consumer vehicles. As of December 25, 2021, there were 31 Drive N Style franchises and no company-owned Drive N Style businesses in the United States. DNS and its predecessors have offered AutoQual franchises since February 2008. AutoQual businesses offer various services relating to the interior of automotive vehicles, including, among other things, cleaning, deodorizing, dyeing, and masking of carpets, seats, and trim. As of December 25, 2021, there were 8 AutoQual franchises and no company-owned AutoQual businesses in the United States. DNS and its predecessors have offered Aero Colours franchises since 1998. Aero Colours businesses offer various services related to the exterior of automotive vehicles, including paint touch-up, repair and refinishing that is performed primarily on cars at automobile dealerships or at the customer's home or place of business. As of December 25, 2021, there were 2 Aero Colours franchises and no company-owned Aero Colours businesses in the United States.

Merlin franchises shops which provide automotive repair services specializing in vehicle longevity, including the repair and replacement of automotive exhaust, brake parts, ride and steering control system and tires. Merlin and its predecessors offered franchises from July 1990 to February 2006 under the name "Merlin Muffler and Brake Shops," and have offered franchises under the name "Merlin 200,000 Mile Shops" and "Merlin Shops" since February 2006. As of December 25, 2021, there were 24 Merlin franchises and no company-owned Merlin shops located in the United States.

Econo Lube offers franchises that provide oil change services and other automotive services including brakes, but not including exhaust systems. Econo Lube's predecessor

began offering franchises in 1980 under the name “Muffler Crafters” and began offering franchises under the name “Econo Lube N’ Tune” in 1985. As of December 25, 2021, there were 10 Econo Lube N’ Tune franchises and 12 Econo Lube N’ Tune franchises co-branded with Meineke centers in the United States, which are predominately in the western part of the United States, including California, Arizona, and Texas, and no company-owned Econo Lube N’ Tune locations in the United States.

1-800-Radiator franchises distribution warehouses selling radiators, condensers, air conditioning compressors, fan assemblies and other automotive parts to automotive shops, chain accounts and retail consumers. 1-800-Radiator and its predecessor have offered 1-800-Radiator franchises since 2004. As of December 25, 2021, there were 193 1-800-Radiator franchises in operation in the United States. 1-800-Radiator’s affiliate has owned and operated 1-800-Radiator warehouses since 2001 and, as of December 25, 2021, owned and operated 1 1-800-Radiator warehouse in the United States.

CARSTAR offers franchises for full-service automobile collision repair facilities providing repair and repainting services for automobiles and trucks that suffered damage in collisions. CARSTAR’s business model focuses on insurance-related collision repair work arising out of relationships it has established with insurance company providers. CARSTAR and its affiliates first offered conversion franchises to existing automobile collision repair facilities in August 1989 and began offering franchises for new automobile repair facilities in October 1995. As of December 25, 2021, there were 419 franchised CARSTAR facilities and 10 company-owned facilities operating in the United States.

Take 5 franchises motor vehicle centers that offer quick service, customer-oriented oil changes, lubrication and related motor vehicle services and products. Take 5 commenced offering franchises in March 2017, although the Take 5 concept started in 1984 in Metairie, Louisiana. As of December 25, 2021, there were 134 franchised Take 5 outlets operating in the United States. An affiliate of Take 5 currently operates approximately 536 Take 5 outlets and outlets that operate under other brands, including Havoline Xpress, many of which may be converted to the Take 5 brand and operating platform in the future.

ABRA franchises repair and refinishing centers that offer high quality auto body repair and refinishing and auto glass repair and replacement services at competitive prices. ABRA and its predecessor have offered ABRA franchises since 1987. As of December 25, 2021, there were 63 franchised ABRA repair centers and no company-owned repair centers operating in the United States.

FUSA franchises collision repair shops specializing in auto body repair work and after-collision services. FUSA has offered Fix Auto shop franchises since July 2020, although its predecessors have offered franchise and license arrangements for Fix Auto shops on and off from April 1998 to June 2020. As of December 25, 2021, there were 181 franchised Fix Auto repair shops operating in the United States, 9 of which are operated by FUSA’s affiliate pursuant to a franchise agreement with FUSA.

Driven Holdings is also the indirect parent company to the following franchisors that offer franchises in Canada: (1) Meineke Canada SPV LP and its predecessors have offered Meineke center franchises in Canada since August 2004; (2) Maaco Canada SPV LP and its predecessors have offered Maaco center franchises in Canada since 1983; (3) 1-800-Radiator Canada, Co. has offered 1-800-Radiator warehouse franchises in Canada since April 2007; (4) Carstar Canada SPV LP and its predecessors have offered CARSTAR



franchises in Canada since September 2000; (5) Take 5 Canada SPV LP and its predecessor have offered Take 5 franchises in Canada since November 2019; (6) Driven Brands Canada Funding Corporation and its predecessors have offered UniglassPlus and Uniglass Express franchises in Canada since 1985 and 2015, respectively, Vitro Plus and Vitro Express franchises in Canada since 2002, and Docteur du Pare Brise franchises in Canada since 1998; (7) Go Glass Franchisor SPV LP and its predecessors have offered Go! Glass & Accessories franchises since 2006 and Go! Glass franchises since 2017 in Canada; and (8) Star Auto Glass Franchisor SPV LP and its predecessors have offered Star Auto Glass franchises in Canada since approximately 2012. These franchisors have not offered franchises in any other line of business.

As of December 25, 2021, there were: (i) 27 franchised Meineke centers and no company-owned Meineke centers in Canada; (ii) 17 franchised Maaco centers and no company-owned Maaco centers in Canada; (iii) 7 1-800-Radiator franchises and no company-owned 1-800-Radiator locations in Canada; (iv) 323 franchised CARSTAR facilities and 4 company-owned CARSTAR facilities in Canada; (v) 31 franchised Take 5 outlets and 8 company-owned Take 5 outlets in Canada; (vi) 23 franchised UniglassPlus businesses, 30 franchised UniglassPlus/Ziebart businesses, and 5 franchised Uniglass Express businesses in Canada, and 4 company-owned UniglassPlus businesses and 1 company-owned UniglassPlus/Ziebart business in Canada; (vii) 7 franchised VitroPlus businesses, 60 franchised VitroPlus/Ziebart businesses, and 4 franchised Vitro Express businesses in Canada, and 3 company-owned VitroPlus businesses and 1 company-owned VitroPlus/Ziebart business in Canada; (viii) 31 franchised Docteur du Pare Brise businesses and 2 company-owned Docteur du Pare Brise businesses in Canada; (ix) 12 franchised Go! Glass & Accessories businesses and no franchised Go! Glass businesses in Canada, and 8 company-owned Go! Glass & Accessories businesses and no company-owned Go! Glass businesses in Canada; and (x) 8 franchised Star Auto Glass businesses and no company-owned Star Auto Glass businesses in Canada.

ServiceMaster Systems LLC is the direct parent company to five franchisors operating in the United States: AmeriSpec SPE LLC (“AmeriSpec”), Furniture Medic SPE LLC (“Furniture Medic”), Merry Maids SPE LLC (“Merry Maids”), ServiceMaster Clean/Restore SPE LLC (“ServiceMaster”) and Two Men and a Truck SPE LLC (“Two Men and a Truck”). AmeriSpec, Furniture Medic, Merry Maids, and ServiceMaster became Affiliated Programs through an acquisition in December 2020. Two Men and a Truck became an Affiliated Program through an acquisition on August 3, 2021. The five franchisors have a principal place of business at One Glenlake Parkway, Suite 1400, Atlanta, Georgia 30328 and have never offered franchises in any other line of business.

AmeriSpec franchises home and commercial inspection businesses under the AmeriSpec® mark. AmeriSpec’s predecessor began offering franchises in 1988. As of December 31, 2021, AmeriSpec had 182 franchises in the United States.

Furniture Medic franchises furniture restoration, repair, and refinishing businesses under the Furniture Medic® mark. Furniture Medic’s predecessor began offering franchises in August 1992. As of December 31, 2021, Furniture Medic had 195 franchises in the United States.

Merry Maids franchises residential house cleaning businesses under the Merry Maids® mark. Merry Maids’ predecessor began business and started offering franchises in 1980. As of December 31, 2021, Merry Maids had 996 franchises in the United States.

Two Men and a Truck franchises businesses that provide moving services and related products and services, including packing, unpacking and the sale of boxes and packing materials under the Two Men and a Truck® mark. Two Men and a Truck's predecessor began offering franchises in February 1989. As of December 31, 2021, Two Men and a Truck had 284 franchises and three company-owned locations operating in the United States.

ServiceMaster franchises (i) businesses that provide disaster restoration and heavy-duty cleaning services to residential and commercial customers under the ServiceMaster Restore® mark and (ii) businesses that provide contracted janitorial services and other cleaning and maintenance services under the ServiceMaster Clean® mark. ServiceMaster's predecessor began offering franchises in 1952. As of December 31, 2021, ServiceMaster had operating in the United States 713 ServiceMaster Clean franchises and 2,294 ServiceMaster Restore franchises operating in the United States.

Affiliates of ServiceMaster Systems LLC also offer franchises for operation outside the United States. Specifically, ServiceMaster of Canada Limited offers franchises in Canada, ServiceMaster Limited offers franchises in Great Britain and Two Men and a Truck offers franchises in Canada, Ireland and the United States.

NBC Franchisor LLC ("NBC") franchises gourmet bakeries which offer and sell specialty bundt cakes, other food items and retail merchandise under the Nothing Bundt Cakes® mark. NBC's predecessor began offering franchises in May 2006. NBC became an Affiliated Program through an acquisition in May 2021. NBC has a principal place of business at 4560 Belt Line Road, Suite 350, Addison, Texas 75001. As of December 31, 2021, there were 409 Northing Bundt Cake franchises and 16 company-owned locations operating in the United States. NBC has never offered franchises in any other line of business.

Mathnasium Center Licensing, LLC ("Mathnasium") franchises learning centers that provide math instruction using the Mathnasium® system of learning. Mathnasium began offering franchises in late 2003. Mathnasium became an Affiliated Program through an acquisition in November 2021. Mathnasium has a principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056. As of December 31, 2021, there were 948 Mathnasium franchises in the United States and its parent company operated three Mathnasium centers in the United States. Mathnasium has never offered franchises in any other line of business. Affiliates of Mathnasium Center Licensing, LLC also offer franchises for operation outside the United States. Mathnasium Center Licensing Canada, Inc. has offered franchises for Mathnasium centers in Canada since May 2014. As of December 31, 2021, there were 87 franchised Mathnasium centers in Canada. Mathnasium International Franchising, LLC has offered franchises outside the United States and Canada since May 2015. As of December 31, 2021, there were 65 franchised Mathnasium centers outside the United States and Canada. Mathnasium Center Licensing, LLC, Mathnasium Center Licensing Canada, Inc. and Mathnasium International Franchising, LLC have a principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056 and none of them has ever offered franchises in any other line of business.

i9 Sports, LLC ("i9") franchises businesses that operate, market, sell and provide amateur sports leagues, camps, tournaments, clinics, training, development, social activities, special events, products and related services under the i9 Sports® mark. i9 began offering franchises in November 2003. i9 became an Affiliated Program through an acquisition in September 2021. i9 has a principal place of business at 9410 Camden Field Parkway, Riverview, Florida 33578. As

of December 31, 2021, there were 192 i9 Sports franchises and one company-owned location. I9 has never offered franchises in any other line of business.

None of the affiliated franchisors are obligated to provide products or services to you; however, you may purchase products or services from these franchisors if you choose to do so. Except as described above, we have no other parents, predecessors or affiliates that must be included in this Item.

## **2. BUSINESS EXPERIENCE**

### **Chief Executive Officer: Paul Brown**

Mr. Brown has been our Chief Executive Officer since July 2015. He also has been Inspire Brands' Chief Executive Officer in Atlanta, Georgia since its formation in February 2018. In addition, he has been ARG's Chief Executive Officer in Atlanta, Georgia since May 2013.

### **President of ARG: James Taylor**

Mr. Taylor has been the President of ARG since August 2019. He previously held several positions with ARG in Atlanta, Georgia, including Chief Marketing Officer from September 2017 to August 2019, Senior Vice President, Brand Activation from November 2016 to September 2017, and Senior Vice President, Product Development and Integration from June 2014 to October 2016.

### **Chief Growth Officer of Inspire Brands: Christian Charnaux**

Mr. Charnaux has been Inspire Brands' Chief Growth Officer in Atlanta, Georgia since April 2018. He previously was Senior Vice President, Corporate Finance of Hilton Worldwide Holdings, Inc. in McClean, Virginia from July 2009 to March 2018.

### **Chief Development Officer: Don Crocker**

Mr. Crocker has been our Chief Development Officer since March 2019. He also has been Inspire Brands' Chief Development Officer in Atlanta, Georgia since March 2019. He previously was Inspire Brands' Senior Vice President, Real Estate in Atlanta, Georgia from August 2018 to March 2019. Before that, he was Senior Director Restaurant Development and Supply Chain of Chick-fil-A, Inc. in Atlanta, Georgia from December 1997 to July 2018.

### **Chief Operating Officer of ARG: John Kelly**

Mr. Kelly has been ARG's Chief Operating Officer in Atlanta, Georgia since February 2018. He previously was ARG's Senior Vice President, Operations in Minneapolis, Minnesota from May 2011 to January 2018.

### **Chief Financial Officer: Katherine Jaspon**

Ms. Jaspon has been our Chief Financial Officer since July 2021. She also has been Inspire Brands' Chief Financial Officer in Atlanta, Georgia since July 2021 and the Chief Financial Officer of DD and BR in Canton, Massachusetts and Atlanta, Georgia since April 2017. Before that, she held several positions with DD and BR in Canton, Massachusetts, including Manager from April 2017 to December 2020 and Vice President, Finance from September 2014 to April 2017.

**Chief Administrative Officer, General Counsel and Secretary: Nils H. Okeson**

Mr. Okeson has been our Chief Administrative Officer, General Counsel and Secretary since July 2015. He also has been Inspire Brands' Chief Administrative Officer, General Counsel and Secretary in Atlanta, Georgia since its formation in February 2018. In addition, he has been ARG's Chief Administrative Officer, General Counsel and Secretary in Atlanta, Georgia since January 2013.

**Chief Marketing Officer of ARG: Patrick Schwing**

Mr. Schwing has been the Chief Marketing Officer of ARG since March 2020. He previously held a variety of positions at Procter & Gamble in Cincinnati, Ohio, including Associate Brand Director - Global Oral-B Innovation & IOT from December 2017 to February 2020 and Associate Brand Director - Global Digital Brand Building & GrowthWorks Innovation Capability from June 2015 to December 2017, and Senior Brand Manager - Global Digital Brand Building & Mobile Innovation Leader from June 2013 to May 2015.

**Senior Vice President, Construction, Design and Architecture of ARG: James Cannon**

Mr. Cannon has been ARG's and Inspire Brands' Senior Vice President, Construction, Design and Architecture in Atlanta, Georgia since its formation in February 2018. In addition, he has been ARG's Senior Vice President, Construction and Design in Atlanta, Georgia since December 2016.

**Business CFO and Services Transformation Officer: Danton Nolan**

Mr. Nolan has been our Business CFO and Services Transformation Officer in Atlanta, Georgia since February 2018. He has also been Inspire Brands' Business Chief Financial Officer and Services Transformation Officer in Atlanta, Georgia since its formation in February 2018. He previously was ARG's Senior Vice President, Finance in Atlanta, Georgia from July 2012 to February 2018.

**Senior Vice President, Restaurant Operations & Innovation of Inspire Brands: Stephanie Sentell**

Ms. Sentell has been Inspire Brands' Senior Vice President, Restaurant Operations & Innovation in Atlanta, Georgia since its formation in June 2020. She previously was Inspire Brands' Senior Vice President, Restaurant Services from February 2018 to June 2020. She previously held several positions with ARG in Atlanta, Georgia, including Senior Vice President, Menu Delivery & Design from November 2017 to January 2018, Senior Vice President, Brand Innovation from November 2016 to November 2017, and Vice President, Field Marketing from May 2013 to October 2016.

**Senior Division Vice President, Operations South and West of ARG: David Whitaker**

Mr. Whitaker has been ARG's Senior Division Vice President, Operations South and West in Atlanta, Georgia since December 2021. He was ARG's Senior Division Vice President Operations South in Atlanta, Georgia from April 2018 until December 2021. He was ARG's Vice President, Operations in Atlanta, Georgia from March 2015 to April 2018.

**Division Vice President, Operations Northeast of ARG: Kenneth Hannaman**

Mr. Hannaman has been ARG's Division Vice President, Operations Northeast in Cleveland, Ohio since April 2019. He previously was ARG's Senior Director of Operations from April 2016 to March 2018, and its Director of Operations from July 2013 to March 2016, both positions in Cleveland, Ohio.

**Division Vice President, Operations North of ARG: Mark Kocer**

Mr. Kocer has been ARG's Division Vice President, Operations North in Minneapolis, Minnesota since March 2020. He previously was ARG's Senior Director of Operations from August 2010 to February 2020, and its Director of Operations from August 2004 to July 2010, each in Minneapolis, Minnesota.

**Division Vice President, Operations Southeast of ARG: David Pelletier**

Mr. Pelletier has been ARG's Division Vice President, Operations Southeast in Atlanta, Georgia since April 2018. He previously held several positions with ARG in Atlanta, Georgia, including Vice President, Operations East South Sub Region from June 2017 to April 2018, Vice President and Operations West South Sub Region from October 2016 to June 2017.

**Vice President, Brand Strategy, Menu & Culinary Innovation of ARG: Kelly Mar**

Ms. Mar has been ARG's Vice President, Brand Strategy, Menu & Culinary Innovation in Atlanta, Georgia since February 2022. Before this role, she was the Vice President, Product Marketing and Global Business Solutions at Fiserv in Alpharetta, Georgia from March 2021 to February 2022. She previously held multiple positions with The Coca-Cola Company in Atlanta, Georgia including the AVP, Portfolio Strategy, Innovation and Planning from March 2018 to November 2020, Vice President, Retail Channel Strategy and Marketing from April 2016 to February 2018 and Group Director, Retail Strategy from January 2015 to March 2016.

**Vice President, Restaurant Portfolio Management of ARG: William Duffy**

Mr. Duffy has been the Vice President, Restaurant Portfolio Management of ARG since July 2015. He also has been Inspire Brands' Vice President, Restaurant Portfolio Management in Atlanta, Georgia since its formation in February 2018. He previously was Vice President, Mergers and Acquisitions of ARG in Atlanta, Georgia from July 2005 to July 2015.

**Vice President, Franchise Development of ARG: Joseph E. Sieve**

Mr. Sieve has been the Vice President, Franchise Development of ARG since June 2016. He also has been Inspire Brands' Vice President, Franchising in Atlanta, Georgia since its formation in February 2018. Before that, he was Chief Executive Officer of NFG Chicago LLC, NFG Seattle LLC, NFG Portland LLC, NFG Salem LLC & NFG San Francisco LLC—franchisees of Domino's Pizza restaurants—in Chicago, Illinois from January 2014 to June 2016.

**Vice President, Franchise Counsel: Lisa P. Storey**

Ms. Storey has been our Vice President, Franchise Counsel since March 2020. She also has been Inspire Brands' Vice President, Franchise Counsel, in Atlanta, Georgia, since March 2020. She previously was our and Inspire Brands' Vice President, Franchise, HR & Litigation Counsel

from February 2018 to February 2020. Before that, she held various positions at ARG in Atlanta, Georgia, including Vice President, Franchise, HR & Litigation Counsel from March 2016 to February 2018, and Senior Director, Franchise Counsel from April 2010 to March 2016.

### 3. LITIGATION

In re: Arby's Restaurant Group, Inc. Data Security Litigation, Case No. 1:17-cv-1035-AT (Consolidated Consumer Case)

Jacqueline Weiss and Joseph Weiss, individually and on behalf of all others similarly situated v. Arby's Restaurant Group, Inc. (United States District Court, Northern District of Georgia, Atlanta Division, Case No. 1:17-cv-1035-AT, filed March 22, 2017).

Ashley Russell, individually and on behalf of all others similarly situated v. Arby's Restaurant Group, Inc. (United States District Court, Northern District of Georgia, Atlanta Division, Case No. 1:17-cv-1529-AT, filed April 28, 2017).

The plaintiffs in the putative class actions in the Consolidated Consumer Case, consumers who allegedly visited an Arby's restaurant that ARG or its subsidiaries own, filed this lawsuit against ARG, our predecessor. They allege that ARG failed to secure and safeguard its customers' credit and debit card numbers, other payment card data, and other personally-identifiable information collected at its company-owned restaurants between October 20, 2016 and January 12, 2017, which resulted in computer hackers' unlawfully accessing that information. In the consolidated complaint, plaintiffs allege claims for negligence, negligence per se, declaratory judgment, breach of implied-in-fact contract, unjust enrichment, and violations of the Georgia Fair Business Practices Act, Connecticut Unfair Trade Practices Act, Florida Deceptive and Unfair Trade Practices Act, and the Tennessee Consumer Protection Act and are seeking class certification, unspecified damages, equitable relief including injunctive relief, restitution, disgorgement, reasonable costs and attorneys' fees. On March 6, 2018, the District Court denied ARG's motion to dismiss certain claims and granted ARG's motion to dismiss other claims but with leave to replead. On November 29, 2018, the Court preliminarily approved a class action settlement of the consumer claims (the "Consumer Settlement"). Under the Consumer Settlement, ARG agreed to pay approved consumer claims up to a \$2,000,000 cap, agreed to pay the costs associated with the administration of the Consumer Settlement, and agreed not to object to a request for attorneys' fees up to a cap of \$980,000, a request for attorneys' costs up to a cap of \$35,000, or a request for class representative service awards in the amount of \$23,000. On June 6, 2019, the Court granted final approval to the Consumer Settlement and dismissed the Consolidated Consumer Case with prejudice.

In re: Arby's Restaurant Group, Inc. Data Security Litigation, Case No. 1:17-cv-514-AT (Consolidated Financial Institution Case)

Alcoa Cmty. Fed. Credit Union v. Arby's Restaurant Group, Inc. (United States District Court, Northern District of Georgia, Atlanta Division, Case No. 1:17-cv-00718-WSD, filed Feb. 27, 2017).

First Choice Federal Credit Union, on behalf of itself and all others similarly situated v. Arby's Restaurant Group, Inc. (United States District Court, Northern District of Georgia, Atlanta Division, Case No. 1:17-cv-00703-MHC, filed February 24, 2017).

Fort McClellan Credit Union, on behalf of itself and all others similarly situated v. Arby's Restaurant Group, Inc. (United States District Court, Northern District of Georgia, Atlanta Division, Case No. 1:17-cv-00770-MHC, filed March 2, 2017).

Midwest Am. Fed. Credit Union v. Arby's Restaurant Group, Inc. (United States District Court, Northern District of Georgia, Atlanta Division, Case No. 1:17-cv-00514-AT, filed Feb. 10, 2017).

N. Ala. Educators Credit Union v. Arby's Restaurant Group, Inc. (United States District Court, Northern District of Georgia, Atlanta Division, Case No. 1:17-cv-00686-SCJ, filed Feb. 23, 2017).

Valley Fed. Credit Union v. Arby's Restaurant Group, Inc. (United States District Court, Northern District of Georgia, Atlanta Division, Case No. 1:17-cv-00715-RWS, filed Feb. 27, 2017).

Wanigas Credit Union, Gulf Coast Bank & Trust Co., and Michigan Credit Union League v. Arby's Restaurant Group, Inc. (United States District Court, Northern District of Georgia, Atlanta Division, Case No. 1:17-cv-00689-WSD, filed Feb. 23, 2017).

The plaintiffs in the putative class actions in the Consolidated Financial Institution Case, credit card issuers alleging that consumers used their cards at Arby's restaurants that ARG or its subsidiaries own, filed this lawsuit against ARG, our predecessor. The plaintiffs allege that ARG failed to secure and safeguard its customers' credit and debit card numbers, other payment card data, and other personally-identifiable information collected at its company-owned restaurants, which resulted in computer hackers' unlawfully accessing that information. In the consolidated complaint, plaintiffs assert claims against ARG for negligence and negligence per se, based in part on the allegations that ARG's actions constituted unfair or deceptive trade practices in violation of the Federal Trade Commission Act. They are seeking class certification, unspecified damages, declaratory relief, equitable relief including injunctive relief, and attorneys' fees and costs. On March 6, 2018, the District Court denied ARG's motion to dismiss plaintiffs' claims in the consolidated complaint. On March 5, 2020, the Court preliminarily approved a class action settlement of the financial institution claims (the "Financial Institution Settlement"). Under the Financial Institution Settlement, ARG agreed to pay approved financial institution claims up to a \$2,987,136 cap, agreed to pay the costs associated with the administration of the Consumer Settlement, and agreed not to object to a request for attorneys' fees and costs and class representative service awards up to an aggregate cap of \$2,312,864, including up to \$2,300,000 for attorneys' fees and costs and up to \$10,000 per class representative as service awards. On July 30, 2020, the Court issued an order approving the settlement agreement, but reserved judgement on approving the attorney's fees. On November 25, 2020, the court approved the settlement and entered the final judgment for the Financial Institution Settlement. On February 1, 2021, the settlement payments were issued.

#### Multi-Jurisdictional Settlement

The People of the State of California v. Arby's Restaurant Group, Inc. (California Superior Court, Los Angeles County, Case No. 19STCV09397, filed March 19, 2019). On March 11, 2019, ARG entered into a settlement agreement with the states of Massachusetts, California, Illinois, Iowa, Maryland, Minnesota, New Jersey, New York, North Carolina, Oregon and Pennsylvania. The Attorneys General in these states sought information from ARG on its use of franchise agreement provisions prohibiting the franchisor and franchisees from soliciting or employing each other's

employees. The states alleged that the use of these provisions violated the states' antitrust, unfair competition, unfair or deceptive acts or practices, consumer protection and other state laws. ARG expressly denies these conclusions but decided to enter into the settlement agreement to avoid litigation with the states. Under the settlement agreement ARG paid no money but agreed (a) to remove the disputed provision from its franchise agreements (which it had already done); (b) not to enforce the disputed provision in existing agreements or to intervene in any action by the Attorneys General if a franchisee seeks to enforce the provision; (c) to seek amendments of the existing franchise agreements in the applicable states to remove the disputed provision from the agreements; and (d) to post a notice and ask franchisees to post a notice to employees about the disputed provision. The applicable states instituted actions in their courts to enforce the settlement agreement through Final Judgments and Orders, Assurances of Discontinuance, Assurances of Voluntary Compliance, and similar methods.

#### Disclosures regarding an Affiliated Franchise Program

The following affiliates who offer franchises resolved actions brought against them with settlements that involved their becoming subject to currently effective injunctive or restrictive orders or decrees. None of these actions have any impact on us or our brand nor allege any unlawful conduct by us.

The People of the State of California v. Dunkin' Brands, Inc., (California Superior Court, Los Angeles County, Case No. E25636618, filed on March 19, 2019.) On March 14, 2019, our affiliate Dunkin Brands, Inc. entered into a settlement agreement with the Attorneys General of 13 states and jurisdictions concerning the inclusion of "no-poaching" provisions in Dunkin' restaurant franchise agreements. The settling states and jurisdictions included California, Illinois, Iowa, Maryland, Massachusetts, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, and the District of Columbia. A small number of franchise agreements in the Dunkin' system prohibit Dunkin' franchisees from hiring the employees of other Dunkin' franchisees and/or DD's employees. A larger number of franchise agreements in the Dunkin' system contain a no-poaching provision that prevents Dunkin' franchisees and DD from hiring each other's employees. Under the terms of the settlement, DD agreed not to enforce either version of the no-poaching provision or assist Dunkin's franchisees in enforcing that provision. In addition, DD agreed to seek the amendment of 128 franchise agreements that contain a no-poaching provision that bars a franchisee from hiring the employees of another Dunkin' franchisee. The effect of the amendment would be to remove the no-poaching provision. DD expressly denied in the settlement agreement that it had engaged in any conduct that had violated state or federal law and, furthermore, that the settlement agreement should not be construed as an admission of law, fact, liability, misconduct, or wrongdoing on the part of DD. The Attorney General of the State of California filed the above-reference lawsuit in order to place the settlement agreement in the public record and the action was closed after the court approved the parties' stipulation of judgment.

New York v. Dunkin' Brands, Inc. (N.Y. Supreme Court for New York County, Case No. 451787/2019, filed September 26, 2019). In this matter, the N.Y. Attorney General ("NYAG") filed a lawsuit against our affiliate, Dunkin Brands, Inc., related to credential-stuffing cyberattacks during 2015 and 2018. The NYAG alleged that the cyber attackers used individuals' credentials obtained from elsewhere on the Internet to gain access to certain information for DD Perks customers and others who had registered a Dunkin' gift card. The NYAG further alleged that DD failed to adequately notify customers and to adequately investigate and disclose the security breaches, which the NYAG alleged violated the New York laws concerning data privacy as well as unfair trade practices. On September 21, 2020, without admitting or denying the NYAG's



allegations, DD and the NYAG entered into a consent agreement to resolve the State's complaint. Under consent order, DD agreed to pay \$650,000 in penalties and costs, to issue certain notices and other types of communications to New York customers, and to maintain a comprehensive information security program through September 2026, including precautions and response measures for credential-stuffing attacks.

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

#### 4. BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

#### 5. INITIAL FEES

The chart below lists the current development fees payable under the Development Agreement and the current initial license fees payable under the License Agreement, based on our current incentive programs. Except as otherwise stated, these programs are currently available through March 31, 2023, but we may add to, eliminate or change any of these programs in the future in our sole judgment. You must sign a Development Agreement regardless of the number of Arby's Restaurants you commit to develop, and you must also sign a License Agreement for each Arby's Restaurant that you open. The development fees and license fees described here are uniform, are fully earned when paid and are not refundable under any circumstances.

You must pay us the development fee when you sign the Development Agreement. We do not apply the development fee towards any initial license fees or other fees you pay under License Agreements. You must sign the License Agreement for each Arby's Restaurant that the Development Agreement covers, and pay us the initial license fee (if any is due), on the earlier of 90 calendar days before the Restaurant's opening or when you start construction of the Restaurant.

<b>Franchise Offers</b>	<b>Non-Refundable Development Fee per Restaurant</b>	<b>Non-Refundable License Fee per Restaurant</b>
Standard Traditional Restaurant	\$12,500	\$37,500
Non-Traditional Restaurant	\$0	\$15,000
VetFran Program	\$6,250	\$0
New Restaurant Opening Incentive ("NRO")	\$12,500	\$0
Development Incentive Program ("DIP")	\$12,500	\$0
Select Market Development Incentive Program ("SMDIP")	\$12,500	\$0
Proximity Incentive Program ("PIP")	\$12,500	\$37,500

The fees for a standard Traditional Restaurant apply under Development Agreements and License Agreements when no other incentive programs apply to the agreements. This would include Traditional Restaurant development at any locations like free-standing restaurants, convenience stores, travel plazas, truck stops, travel plaza/convenience store combos, end cap and inline locations, and malls.

There is no development fee when you sign a Development Agreement for a Non-Traditional Restaurant, but you must pay the initial license fee for a Restaurant when you sign the License Agreement.

The “VetFran Program” is designed to provide career opportunities for honorably discharged military veterans or wounded warriors. It applies if you are a veteran or returning service member (who has not previously signed, or had an affiliate that signed, a License Agreement with us) who qualifies and signs a Development Agreement to develop one or more Traditional Restaurants. Under the VetFran Program you must pay us a development fee of \$6,250 for each Restaurant you agree to develop when you sign the Development Agreement, we will waive the initial license fee that otherwise would be due when you sign the License Agreement. You may use the VetFran Program in combination with our other incentive programs described below and in Item 6.

The New Restaurant Opening Incentive (“NRO”) is designed to increase the penetration and presence of the Arby’s brand. If you wish to participate in the NRO, you must sign a Development Agreement to develop one or more Traditional Restaurants on or before June 30, 2022. Under the NRO you must pay us a development fee of \$12,500 for each Restaurant you agree to develop when you sign the Development Agreement, and we will waive the initial license fee that otherwise would be due when you sign the License Agreement. Under the NRO, we will reduce your royalty fee based on when your Restaurant opens as described in Item 6. Arby’s Restaurants that open after that date will receive the Traditional Development terms for the License Fee and royalty fee, even if they open in compliance with the deadlines in the Development Schedule.

If you sign a Development Agreement on or after July 1, 2022, you may participate in the Development Incentive Program (“DIP”), which is designed to increase the penetration and presence of the Arby’s brand. If you wish to participate in the DIP, you must sign a Development Agreement to develop one or more Traditional Restaurants. Under the DIP you must pay us a development fee of \$12,500 for each Restaurant you agree to develop when you sign the Development Agreement, and we will waive the initial license fee that otherwise would be due when you sign the License Agreement for Arby’s Restaurants that are open and operating in compliance with a valid License Agreement on or before December 31, 2023. Arby’s Restaurants that open after that date will receive the Traditional Development terms for the License Fee, even if they open in compliance with the deadlines in the Development Schedule. Under the DIP, we will reduce your royalty fee based on when your Restaurant opens, as described in Item 6.

If you sign a Development Agreement on or after March 31, 2023 covering Arby’s Restaurants in specific markets, you may participate in the Select Market Development Incentive Program (“SMDIP”), which is designed to increase the penetration and presence of the Arby’s brand in specific markets which we consider to be underpenetrated. If you wish to participate in the SMDIP, you must sign a Development Agreement to develop one or more Traditional Restaurants. Under the SMDIP, you must pay us a development fee of \$12,500 for each Restaurant you agree to develop when you sign the Development Agreement, and we will waive the initial license fee that otherwise would be due when you sign the License Agreement for Arby’s Restaurants that are open and operating in compliance with a valid License Agreement on or before December 31, 2023. Arby’s Restaurants that open after that date will receive the Traditional Development terms for the License Fee, even if they open in compliance with the deadlines in the Development Schedule. Under the SMDIP, we will reduce your royalty fee based on when your Restaurant opens, as described in Item 6. The SMDIP applies to development in the following markets: Albany, NY, Bakersfield, CA, Bangor, ME, Bend, OR, Binghamton, NY, Boston, MA-NH, Buffalo, NY, Burlington, VT-NY, Chicago, IL, Chico-Redding, CA, Elmira, NY, Eugene, OR, Eureka, CA, Fresno-Visalia, CA, Hartford-New Haven, CT, Honolulu, HI, Los Angeles, CA, Medford, OR,

Miami-Ft. Lauderdale, FL, Monterey-Salinas, CA, New York, NY, Palm Springs, CA, Portland, OR, Portland-Auburn, ME, Providence, RI-MA, Rochester, NY, Rockford, IL, Sacramento, CA, San Diego, CA, San Francisco, CA, Santa Barbara, CA, Seattle-Tacoma, WA, Springfield-Holyoke, MA, Syracuse, NY, Utica, NY, West Palm Beach, FL, Washington, DC-MD, Watertown, NY and Yakima, WA.

All License Agreements that the Development Agreement covers will contain generally the same terms and conditions as we are then offering to other licensees similarly situated at the time of issuance, including those pertaining to the duration of the License Agreement. However, if you fully comply with the Development Agreement, the royalty fee payable under each License Agreement will reflect the royalty fee described in Item 6. If you fail to comply with the Development Schedule or any other provision of the Development Agreement, then, without limiting our other rights and remedies, including the right to terminate the Development Agreement, you may no longer receive the benefits of the NRO, DIP, SMDIP or VetFran Program (as applicable) for any subsequent License Agreements that we sign with you under that Development Agreement.

The “Proximity Incentive Program,” or “PIP,” is designed to encourage franchisees to seek out development opportunities in markets in which they already operate by providing financial benefits to operators who develop Traditional Restaurants within 2.5 miles of existing Traditional Restaurants. Franchisees who own a “Qualified Existing Arby’s Restaurant” (as defined below) and are in compliance with all of their agreements with us and any other obligation or policy of ours can participate in the program and build a “Qualified Site” (as defined below). A “Qualified Existing Arby’s Restaurant” is either a Traditional Restaurant prototype building/structure or conversion, a Traditional Restaurant travel plaza/truck stop/convenience store combo, or an end cap/strip center location with a drive-thru. A “Qualified Site” is a site for a new Traditional Restaurant prototype building/structure or conversion, or a Traditional Restaurant travel plaza/truck stop/convenience store combo, or an end cap/strip center location. Non-Traditional Restaurant locations and certain other locations are excluded from the PIP and therefore may not participate or have the opportunity to object to a new site. The locations excluded from the PIP are: inline, malls, college and university campus locations and other similar institutional type facilities, hospitals, toll plazas, military bases, theme/amusement parks, airports, casinos, special location activity centers, such as sports arenas, and sovereign nations. Also, transfers of locations (relocations) are excluded from the PIP.

If you wish to participate in the PIP, you must sign a Development Agreement requiring you to open a Qualified Site within a 2.5-mile radius of one of your Qualified Existing Arby’s Restaurants within 12 months. You must pay us a \$12,500 development fee upon signing that Development Agreement and a \$37,500 initial license fee upon signing the License Agreement, which you must do before the earlier of either 90 calendar days before the opening or upon the commencement of construction of the Qualified Site. The PIP may not be available if unique proximity situations occur with a nearby operating Arby’s Restaurant. We reserve the right to change the PIP in the future in our sole judgment.

We provide initial training to you and your personnel when you sign the License Agreement and before you begin operating the Restaurant. Currently you must at all times employ 3 managers for your first and second Restaurants (6 total) who have completed the Management Training Program (“MTP”) Learning Path, or a comparable training program we approve, at a Nationally Certified Training Restaurant (“NCTR”). For all of your subsequent Arby’s Restaurants, you must at all times employ one manager for each Restaurant who has completed MTP Learning Path at an NCTR. The current fee for this training \$2,100 per attendee, but we waive the training fee for

3 managers in your first Restaurant and one manager in your second Restaurant. You must pay the nonrefundable and uniform training fee for all your other attendees, and you pay your trainees' expenses. We estimate that your training fees will range from \$0 to \$6,300.

## 6. OTHER FEES

### OTHER FEES

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
Royalty	4% of Gross Sales for Traditional Restaurants and 6.2% of Gross Sales for Non-Traditional Restaurants. <sup>1, 2</sup>	Payable monthly on or before the 10 <sup>th</sup> day of the following month.	
Advertising and Marketing Service Fee	Currently a minimum aggregate expenditure of 4.2% of Gross Sales comprised of this fee, Local Market Advertising, and Local Cooperative Area Advertising (if applicable), as discussed below, for Traditional Restaurants. <sup>1, 3</sup>	Same as Royalty Fee.	We or AFA Service Corporation ("AFA") periodically establish the Advertising and Marketing Service Fee, which currently ranges from 2.22% to 4% of Gross Sales. AFA is the franchisee organization responsible for the performance of advertising and marketing services. We make this payment to AFA from the royalty on behalf of Non-Traditional Restaurant franchisees.
Renewal Fees	10% of then applicable standard initial license fee (excluding discounts, promotions and incentive programs) for Traditional Restaurants, and then applicable Non-Traditional Restaurant initial license fee for Non-Traditional Restaurants.	When you submit application for new license, at least 180 days before expiration date of License Agreement.	We will issue you a new successor license if you meet all requirements in Item 17.
Transfer Fee (Ownership)	\$17,500 for transfer of first Arby's Restaurant; \$2,500 if you are already a party or hold a 50% interest in a party to at least one existing LA.	When you submit a request for approval.	Fee is non-refundable. We have the right to approve transfers.
MTP Learning Path Program Fee	\$2,100 per attendee, but no training fee for 3 managers in your first Restaurant, and one manager in your second Restaurant. You pay the training fee for all your other attendees, and you pay your trainees' expenses. <sup>4</sup>	As incurred.	You must at all times employ 3 managers for your first and second Restaurants (6 total) who have completed the MTP Learning Path at an NCTR. For all subsequent Restaurants, you must at all times employ one manager for each Restaurant who has completed the MTP Learning Path at an NCTR.

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
Learning Management System fee	Currently \$59.22 plus tax per year for each Arby's Restaurant in your portfolio, but may change depending on number of restaurants participating.	Annually	You must participate in the Cornerstone Learning Management System to access certain optional training materials, TMTP content, MTP knowledge checks and certification exams. We forward the payment to Cornerstone, our vendor for the system.
Additional Training	The fee ranges from \$0 to \$2,100. You pay for your trainees' expenses. <sup>4</sup>	As incurred.	Currently not applicable.
Arby's Order Ahead Platform Service Fee	<p>Current monthly fee is waived, but we expect IRB will charge \$25 per restaurant per month starting in 2023.</p> <p>Current per transaction Fee is 2% of Gross Sales on each order placed on the platform (25¢ minimum, \$1 maximum) in 2022, but we expect IRB will charge 3% to 4% of Gross Sales on each order placed on the platform (35¢ minimum, \$1.25 maximum) starting in 2023.</p>	Same as Royalty Fee.	If you elect to participate in Arby's Order Ahead Platform, you will pay these fees to IRB, our affiliate, for services that IRB provides relating to the platform. Fees were set with input from the Arby's technology steering committee, whose members are representatives of the AFA, the Arby's operations advisory council, the Arby's brand and IRB's shared services teams. These fees merely cover program costs equitably across restaurants without being a profit center. Arby's Restaurants that we or our affiliates own pay these fees at the same rates as franchisees. We will discuss platform performance, scope of services, progress against payback, fee adjustments and related issues with the steering committee annually and will not increase the transaction fee above 4% of Gross Sales without that committee's advice and consent.
Audits	Our audit expenses, plus interest.	5 calendar days after demand.	Payable if audit discloses a deficiency in reported Gross Sales or more than 3%.
Testing of Samples for Our Approval	Cost of samples.	As incurred.	This covers the costs of testing new products or inspecting new products you propose.
Approval of Suppliers	Costs and expenses incurred, which generally range from \$2,500 to \$10,000.	As incurred.	We may charge the proposed supplier the reasonable costs and expenses incurred in our evaluation and investigation. The supplier may pass these charges on to you.
Interest	Up to the highest rate permitted by the law of the state in which the Restaurant is located or the laws of the State of Georgia, whichever is	Generally 5 to 10 calendar days after demand.	Due on all overdue amounts.

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
	higher, but not to exceed 18% per year.		
Costs and Attorneys' Fees	Will vary under circumstances.	As incurred.	Payable upon your failure to comply with the terms of the License Agreement.
Taxes, Assessments, Penalties, Interests and Additional Charges	As assessed.	Promptly as incurred.	You must pay all taxes, assessments, penalties, interest, and any other charges assessed against your business.
Indemnity	Will vary under circumstances.	As incurred.	You must reimburse us and related parties from all claims and related costs arising from the operation of the Licensed Business, construction and occupancy of the leased premises, use of any fixtures and equipment, the sale of products, or the License Agreement.
Insurance	Your insurance carrier sets the premium.	As incurred.	If you fail to maintain insurance after notice, we may obtain it for you and charge our costs and administrative fees.

**Notes:**

Unless otherwise specified, either we or our affiliates impose and collect all the fees in this table. You pay them to our affiliates or us. The fees are not refundable. You must pay the royalty and Advertising and Marketing Services fees by EFT withdrawals we initiate or other electronic means we approve using our fee payment internet portal. Except when otherwise specified, all fees are uniform, but some licensees who sign agreements covered by existing Development Agreements might pay different fees depending on the programs that were in place when the Development Agreement was signed.

1. "Gross Sales" is the total revenue you receive from the sale of all products, and performance of all services on or from the Restaurant's premises, (including both mandatory and optional products, programs and services), whether for cash, credit, or debit card, barter exchange, trade credit, or other credit transactions, and including commissions from vending and ATM machines, but excluding coupons and discounts, and sales tax or any similar taxes.
2. Your royalty fee (reflected below as a percentage of Gross Sales) will vary depending on the particular incentive program that applies and when you open your Restaurant, assuming that you comply with the Development Schedule. The NRO applies if you sign a Development Agreement to develop one or more Traditional Restaurants on or before June 30, 2022. The DIP (or SMDIP in certain markets) applies if you sign a Development Agreement to develop one or more Traditional Restaurants on or after July 1, 2022. You might pay a lower royalty if your Arby's Restaurant qualifies for a development incentive program described in Item 5 above, and the fee may be higher if you buy a company-owned restaurant from our affiliate.

	<b>NRO</b>	<b>DIP (1-5 Commitments)</b>	<b>DIP (6+ Commitments)</b>	<b>SMDIP (1-5 Commitments)</b>	<b>SMDIP (6+ Commitments)</b>
<b>Open during 2022</b>	0% for first 12 months 1% for months 13-24 2% for months 25-36 4% for remaining term	1% for first 12 months 2% for months 13-24 4% for remaining term	1% for first 18 months 2% for months 19-24 4% for remaining term	1% for first 12 months 2% for months 13-24 4% for remaining term	1% for first 24 months 4% for remaining term
<b>Open during 2023</b>	1% of Gross Sales for first 12 months 2% of Gross Sales for months 13-24 4% of Gross Sales for remaining term	Same as 2022	Same as 2022	Same as 2022	Same as 2022
<b>Open during 2024</b>	1% of Gross Sales for first 12 months 4% of Gross Sales for remaining term	Same as 2022	Same as 2022	Same as 2022	Same as 2022

All Arby’s Restaurants that open after December 31, 2024 will receive the Traditional Development terms for the Royalty Fee, even if they open in compliance with the deadlines in the Development Schedule.

Under the PIP, if you open the Qualified Site within the applicable 12-month period, then your royalty fee is 1% of Gross Sales for the first 12 months, 2% of Gross Sales for the next 12 months, 3% of Gross Sales for the next 12 months, and 4% of Gross Sales going forward, except that the royalty fee will immediately become 4% of Gross Sales if the Qualified Existing Arby’s Restaurant closes.

For the reduced royalty fee incentives to apply, you must submit your construction costs to us within 120 days of completing the project and build the Restaurant in the design, to the specifications, and at the location approved by us.

- For Traditional Restaurants only, you will divide your local advertising expenditures between your individual Local Market Advertising expenses and your Local Cooperative Area Advertising program spending (if applicable). The costs of food or beverage products you sell at a reduced price or give away do not count toward the fulfillment of your local advertising obligation.

Local Market Advertising: This is a percentage of monthly Gross Sales, with a current minimum aggregate expenditure of 4.2% of Gross Sales comprised of this fee, the Advertising and Marketing Service Fee, and Local Cooperative Area Advertising (if applicable). The amount is divided between your individual local market participation and

the Local Cooperative Area Advertising program. The advertising expenditure is a minimum expenditure requirement which varies when combined with your Advertising and Marketing Service Fee as discussed in the table above and the Local Cooperative Area Advertising program (if any) discussed below

**Local Cooperative Area Advertising:** This is a percentage of monthly Gross Sales, with a current minimum aggregate expenditure of 4.2% of Gross Sales comprised of this fee, the Advertising and Marketing Service Fee, and Local Market Advertising. Participants in the Local Cooperative Area Advertising program determine this fee, and it is currently in the general range of 3% to 7% of monthly Gross Sales. “Area” for determining participation in a Local Cooperative Area Advertising program, in most instances, is defined using the A.C. Nielsen DMA county coverage designation method as those terms are used in the advertising industry. Our company-owned Arby’s Restaurants have the same voting power as franchised restaurants in the Local Cooperative Area Advertising program; each Arby’s Restaurant has one vote. Note that we may have controlling votes in a Local Cooperative Area Advertising program if we have the majority of restaurants that participate in a particular advertising cooperative.

**Advertising and Marketing Service Fee:** Effective January 1 through December 31, 2022, the AFA Board of Directors approved dues based on a rate structure whereby the amount of Advertising and Marketing Service Fee ranges from 2.22% to 4.00%. The most current tiered rate structure, if any, is shown in Exhibit E to the License Agreement. The Advertising and Marketing Service Fee and tiered rate structure may change in the future, including the elimination or reinstatement of the tiered rate structure.

Based on the current tiered rate structure for the Advertising and Marketing Service Fee (which AFA may change in the future), your minimum Local Market and Local Cooperative Area advertising expenditures are as follows:

<b>January 1, 2022 – December 31, 2022</b>	
<b><u>Minimum Combined Advertising Expenditure*</u></b>	
<b><u>A</u></b>	<b><u>B</u></b>
<b>If Advertising and Marketing Service Fee is:</b>	<b><u>(4.2% - Column A)</u></b> <b>Then Local Market and Cooperative Area Advertising Expenditure is:</b>
Lowest 2.22%	1.98%
Highest 4.00%	0.20%

We pay the Advertising and Marketing Service Fee for Non-Traditional Restaurants from our royalty and forward the payment to AFA, and Non-Traditional Restaurants do not participate in Local Cooperative Area Advertising programs.

4. You also must pay costs of transportation, room, and board for your personnel. We pay no compensation of any kind to you or your employees while training and we will not reimburse you for any expenses associated with training. We may require you to purchase access to training videos or other instructional materials from us. We may in our sole judgment specify additional training requirements, including supplemental or refresher



training programs for you, your managers and/or employees. These additional training requirements may require that you pay all associated costs and expenses (including training fees).

## 7. ESTIMATED INITIAL INVESTMENT

### YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Free-Standing Leased Amount	Non-Free-Standing Leased Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Development Fee <sup>(1)</sup>	\$6,250 - \$12,500	\$6,250 - \$12,500	See Item 5	Upon execution of Development Agreement	Us
License Fee <sup>(1)</sup>	\$0 - \$37,500	\$0 - \$37,500	See Item 5	See Item 5 - earlier of 90 days prior to opening or upon commencement of construction	Us
Fees and Expenses During Training <sup>(2)</sup>	\$5,000 - \$23,400	\$5,000 - \$23,400	As arranged	As incurred	Us and Vendors
<b>Total Development &amp; License Fees / Training</b>	<b>\$11,250 - \$73,400</b>	<b>\$11,250 - \$73,400</b>			
Real Property / Occupancy Charge <sup>(3)</sup>	Variable / Footnote	Variable / Footnote	Lump Sum (purchase) or Monthly (lease)	As incurred, before opening or monthly	Landlord or Third Parties
Site Costs <sup>(4)</sup>	\$0 - \$451,000	\$0 - \$4,000	As arranged	As incurred	Contractor
Landscaping <sup>(5)</sup>	\$0 - \$63,000	N/A	As arranged	As incurred	Contractor
<b>Total Site and Real Estate (excluding purchase/lease)</b>	<b>\$0 - \$514,000</b>	<b>\$0 - \$4,000</b>			
Civil & Architectural Drawings / Professional Fees <sup>(6)</sup>	\$40,000 - \$219,000	\$6,000 - \$71,000	As arranged	As incurred	Vendor
Zoning / Permitting Costs <sup>(7)</sup>	\$1,000 - \$112,000	\$2,000 - \$18,000	As arranged	As incurred	Vendor
Building Costs <sup>(8)</sup>	\$234,000 - \$731,000	\$236,000 - \$440,000	As arranged	As incurred	Vendor

Type of Expenditure	Free-Standing Leased Amount	Non-Free-Standing Leased Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Equipment <sup>(9)</sup>	\$183,000 - \$262,000	\$200,000 - \$225,000	As arranged	As incurred	Vendor
Computer Hardware and Software/ POS <sup>(10)</sup>	\$32,000 - \$55,000	\$40,000 - \$42,000	As arranged	As incurred	Vendor
Décor Package <sup>(11)</sup>	\$11,000 - \$45,000	\$27,000 - \$42,000	As arranged	As incurred	Vendor
Signage & Drive Thru <sup>(12)</sup>	\$44,000 - \$88,000	\$25,000 - \$45,000	As arranged	As incurred	Vendor
<b>Total Building / Construction / Equipment</b>	<b>\$545,000 - \$1,512,000</b>	<b>\$536,000 - \$883,000</b>			
Pre-Opening Wages <sup>(13)</sup>	\$21,300 - \$41,200	\$21,300 - \$41,200	As arranged	As incurred	Employees
Opening Inventory <sup>(14)</sup>	\$18,000 - \$26,000	\$18,000 - \$26,000	As arranged	As incurred	Vendor
Insurance <sup>(15)</sup>	\$8,400 - \$14,400	\$8,400 - \$14,400	As arranged	As incurred	Broker
Working Capital / Additional Funds <sup>(16)</sup>	\$33,000 - \$100,000	\$33,000 - \$100,000	As arranged	As incurred	Employees / Vendors, Etc.
Lease Deposits and Payments <sup>(3)</sup>	Variable / Footnote	Variable / Footnote	Lump Sum	At lease signing or prior to opening	Landlord
Business Licenses, Health Permits, Utilities Deposits <sup>(17)</sup>	\$1,000 - \$25,000	\$1,000 - \$25,000	As arranged	As incurred	City, utility company
<b>Total Pre-Opening / Operating Deposits</b>	<b>\$81,700 - \$206,600</b>	<b>\$81,700 - \$206,600</b>			
<b>Total Estimated Initial Investment (excluding purchase/lease)<sup>(20)</sup></b>	<b>\$637,950 - \$2,306,000</b>	<b>\$628,950 - \$1,167,000</b>			

The exterior design gives an Arby's Restaurant its identity. The building represents a way to market the Arby's brand and develop customer recognition. Currently, we have one basic design, the Inspire image, which is the only available image for any new restaurants, conversions and remodels of existing Arby's restaurants. We may change our permitted exterior design(s), including by eliminating a design altogether, at any time in the future. The Inspire image features a contemporary rectilinear design which incorporates "squared-off" building geometry wherever

possible. It features a red metal cantilevered eyebrow awning, bronze architectural columns, new building signage, exterior lighting, and a refinished modern exterior comprised of smooth exterior insulation and finishing system, white brick pattern walls, scored wood tone materials, and a monochromatic color scheme.

The estimates in this table reflect both a leased scenario for the Inspire free-standing building type and a leased scenario for other non-free-standing building types. The ranges for the free-standing building reflect a 2,400 to 3,000 square foot build-to-suit site in our Inspire image in which the landlord incurs most of the development costs on the low end, to a conversion of an existing site in which you will incur most of the conversion costs on the high end. These ranges do not reflect costs to construct a new building. The ranges for the non-free-standing building types reflect estimates from a build-to-suit on the low end to vacant tenant space on the high end. Non-free-standing building types include in-line, end cap with drive-thru, truck stop, travel plaza, convenience store and non-traditional locations.

**Notes:**

1. We describe the Development Fee and initial License Fee in Item 5. The Development Fee amount in this Item 7 assumes you will develop only one Restaurant under the Development Agreement.
2. We do not charge any training fee for training 3 managers in your first Restaurant and one manager in your second Restaurant. You must pay our then current training fee (currently \$2,100 per attendee) for each additional manager. You also must pay your trainees' expenses.
3. If your Restaurant is a free-standing location, you will need a prime location covering 30,000 to 40,000 sq. ft., with 100 to 180 ft. of street frontage. The lot size you need often depends on the ratio of parking to seating that local permitting authorities require. This ratio is generally 1 parking space to every 2 seats within the Restaurant. Building sizes generally range from 2,400 to 3,000 sq. ft. Buildings may be new free-standing buildings constructed according to plans we furnish or approve or remodeled free-standing or store-front sites we approve. Commercial leasing costs vary considerably depending on the location, building, lot size and market conditions. Commercial leases are typically "triple net leases," requiring you to pay rent, taxes, insurance, maintenance, repairs, common area expenses and all other costs associated with the property. Usually, the lessor requires payment of first and last month's rent in advance and a security deposit equal to one to 3 months' rent. The minimum lease term is usually 10 years with renewal options. Because of the wide variety of costs and market conditions for your Restaurant, we are not able to estimate your deposits and other costs to acquire or lease the real property on which the Restaurant is located.
4. This estimate covers the cost of development outside the building footprint defining the building construction area. This is in the area of construction defined by an imaginary line located outside the building exterior perimeter walls and following the contours of those walls. The site must be suitable for commercial construction. Necessary work might include architectural renderings, site engineering, soil testing, environmental studies (Phase 1), filling, grading, compaction, curb, cut utility installation or relocation, and drainage control. These costs could apply for either a leased site or purchased site. These site cost estimates assume there are no extenuating site conditions such as bad

soils, retaining walls, underground storm water retention, exceedingly restrictive DOT and unconnected utilities.

5. Landscaping costs vary by site and facility type and might not apply to certain locations.
6. This estimate covers costs to employ an architect or civil engineer to modify our standard plans for your site. Costs will vary depending on the revisions that you or your municipality, county, or state request or require.
7. You may need to request a zoning variance or otherwise alter current zoning conditions. Costs will vary depending on the requirements of your municipality, county, or state.
8. This figure estimates average building costs and basic construction and remodeling costs. It covers the construction cost of the building itself, but not the costs for site development or equipment, which are addressed below. Building costs vary widely, depending on geographic location, size of building, environmental, or other local construction requirements, and if the site is a conversion of a former restaurant space.
9. This figure covers the costs for equipment, other than items referenced separately in the table. Depending on your financial position and economic conditions, you may be able to finance some portion of the equipment package cost through a bank or leasing company. This estimate does not include taxes but does include freight and installation charges. You will negotiate exact costs with each supplier.
10. We describe the minimum technology requirements, including a point of sale system ("POS"), in the Arby's Operating Standards Manual (the "Manual"). Additionally, your Restaurant must have a Windows-based personal computer, with broadband internet connection, sound and graphics capabilities, and printer.
11. This estimates the costs for leasehold improvements, furniture, fixtures, other fixed assets and other aspects of the décor package. You must purchase your décor package from our approved suppliers. Costs will vary depending upon the number of seats and the mix of tables, chairs, and booths. Décor must comply with Arby's current image.
12. Signage and drive-thru costs include Arby's signage, menu boards, and drive-thru package components where applicable. You must install indoor and outdoor signage when applicable. You must purchase signs and menu boards from our approved suppliers. Costs will vary by site and facility type. Certain enhancements to signage and to the drive-thru package are optional.
13. You will incur pre-opening labor expenses for salaried and hourly workers. These expenses will vary by geography, market conditions and facility type, as well as your business decisions. The estimates assume that you will pay restaurant managers for 1.5 to 3 months before opening, assistant managers for 2 to 9 weeks at 40 hours per week, and other employees for 3 to 4 weeks. Your own expenses may differ depending on actual staffing levels, state employer taxes, wage and benefit levels.
14. Amounts for opening inventory may vary according to facility type.
15. Insurance costs vary depending on your insurability, Restaurant location and facility type. You typically will pay your entire premium for workers' compensation, property and

casualty insurance in advance. Your commercial general liability insurance policy must provide coverage on an occurrence basis for personal injury, bodily injury, property damage, product and contractual liability in an amount of at least \$1,000,000.00.

16. This amount estimates the funds needed to cover initial operating expenses, including Restaurant management salaries, for a period of 3 months of operation (other than the items identified separately in the table). These figures are estimates, and we cannot guarantee you will not have additional expenses starting the business. You might need additional working capital during the first 3 months you operate your Restaurant and for a longer period after that. This 3-month period is not intended, and should not be interpreted, to identify a point at which your Restaurant will break even. Your costs will depend on factors such as how closely you follow our recommended methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for the Restaurant's products; the prevailing wage rate; competition; and the sales level reached during the initial period.
17. This covers the estimated cost of business permits and licenses, utility deposits, taxes and other prepaid expenses.
18. We relied on our, our affiliates', and our predecessors' over 50 years of experience in developing, operating and franchising Arby's Restaurants since to prepare the estimate for additional funds and other estimates in this table, although this experience is almost entirely with Traditional rather than Non-Traditional Restaurants. You should review these figures carefully with a business advisor, your accountant and/or your attorney before deciding to acquire the franchise. The estimate does not include any finance charge, interest, or debt service obligation. Except for the security deposit under a real property lease, which typically is refundable if you comply with the lease's terms, none of the payments is likely to be refundable, although this may depend on your negotiations with others. Neither we nor our affiliates offer financing for any part of the initial investment. The availability and terms of financing depend on many factors, including the availability of financing generally, your creditworthiness and collateral and the lending policies of financial institutions from which you request a loan.

We cannot guarantee that you will not have additional expenses in starting the business. Your investment will depend on many factors, including how closely you follow our methods and procedures; your management skills, experience and business acumen; local economic conditions; local real estate and construction costs; the local market for our product; the prevailing wage rate; professional service fees; competition, and the sales level reached during the initial period. Leased Land and Building Costs are annual expenditures, while the other costs are one-time expenditures.

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

In order to establish a uniform image and uniform quality of product and services throughout the Arby's Restaurant network, you must operate and maintain the Restaurant according to the Manual and our standards. Our standards may regulate, among other things, the equipment and other products and services you use to operate the Restaurant, designated or approved suppliers of these items, and required or authorized products and services your Restaurant offers. We issue and modify standards based on our, our affiliates' and our franchisees' experience in operating and franchising Arby's Restaurants. We will notify you in the Manual, on our extranet at [www.myarbys.com](http://www.myarbys.com) or its successor, or in other written communications of our standards and

the names of some of our designated and approved suppliers. We also provide our relevant standards and specifications to approved suppliers, either directly or through ARCOP, Inc. ("ARCOP"), a non-profit supply chain cooperative for the Arby's Restaurant network.

ARCOP sources and provides risk management solutions related to the contracting and distribution of food, packaging, beverage, capital assets, services, energy, and operating supplies available to Arby's franchisees and our company-owned Arby's Restaurants. This franchisee-directed organization is funded by an upcharge on key food items (currently only on cases of french fry products, roast beef, and some frozen breads), which distributors collect and pay to ARCOP. ARCOP utilizes the Arby's Restaurant system volume to negotiate with suppliers and distributors, thus establishing pricing for all Arby's Restaurants. Specific items and suppliers remain subject to our approval, and our approval of any supplier or distributor is based on our approved criteria in existence at that time. Although participation in ARCOP is not mandatory, currently all domestic Arby's Restaurant franchisees are members of ARCOP. If you wish to purchase from another source, you must obtain our written approval. At a minimum, that source must demonstrate its ability to meet our standards for nutrition, quality, uniformity, and delivery. We do not negotiate purchase agreements for food, proprietary paper, and operating supplies with suppliers for the Arby's system.

ARG has contracted with a technology provider to provide franchisees a technology-based learning management system, and franchisees must participate in ARG's arrangement with the provider.

In order to create a uniform online ordering experience for Arby's customers, IRB, one of our affiliates, has developed and provides Arby's franchisees an optional online ordering platform for the Arby's Restaurant network (the "Arby's Order Ahead Platform"). IRB and its contractors currently are the only approved suppliers for the Arby's Order Ahead Platform.

Otherwise, neither we nor our affiliates are approved suppliers or the only approved suppliers for any category of goods and services for the Arby's Restaurants. In the past, ARG (or its affiliates) entered into leases or subleases with franchisees for real estate, leasehold improvements, and/or equipment. For the fiscal year ended January 2, 2022, ARG reported \$7,192,517 in rental revenue and 4,229,921 in rental costs, for a net revenue of 2,962,596 from 96 franchised Arby's restaurant properties. Except for this amount, neither we nor our affiliates received any revenue during our 2021 fiscal year from selling products or services to Arby's Restaurant franchisees. We or our affiliates may receive profits and commissions on other sales made directly by us or our affiliates to you in the future.

We currently require you to purchase all of your furniture, fixtures and equipment (excluding only the back office computer systems), food and beverage ingredients and components, cups and other paper goods, uniforms, professional cleaning services, hygiene and food safety program materials, restaurant auditing services and third party delivery services, only from one of our approved suppliers and through our approved distributors. We also require all Arby's Restaurants to participate in our national produce program in which all Arby's Restaurants are able to source their produce through ARCOP's distribution system.

If you desire to purchase any items from a supplier or distributor that we have not previously approved (for those items that we require you to purchase only from approved suppliers), you must request, in writing, our prior approval of the supplier or distributor. We will consider approval if the supplier or distributor can meet and maintain our specifications, standards, and requirements and otherwise meets the needs of the Arby's Restaurant system. You must furnish,

at your own expense, adequate samples of the item for which you are requesting approval, or if that is not feasible, you must furnish copies of descriptions, specifications, and pictures of the items in question. In considering any request for a new or additional supplier or distributor, we may charge the proposed supplier or distributor all reasonable costs and expenses we incur in evaluating, investigating, and determining our response to the request. If you fail to obtain our approval to purchase from an unauthorized supplier or distributor, and buy from an unauthorized supplier or distributor, we may terminate your License Agreement. It typically takes approximately 90 calendar days for us to complete our inspection and evaluation process for approval or disapproval of a proposed supplier. We are not required to approve any particular supplier or distributor and may only approve a single supplier or distributor (that may include us or our affiliates) for certain items. We can refuse to approve any particular supplier or distributor or an unreasonable number of suppliers and/or distributors for any particular item or service in our sole judgment. We also may revoke our approval of any item or supplier by providing notice to you. We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers. There are no approved suppliers in which any of our officers owns an interest.

Except as described above, you currently are not required to purchase or lease any goods, services, supplies, fixtures, equipment, inventory, computer hardware or software, real estate or comparable items concerning the establishment or operation of the franchised business from us, our affiliates, or our approved suppliers. However, you must purchase or lease the Restaurant's point-of-sale and back office computer systems, and all other products and services for your Restaurant, according to our standards and specifications.

On occasion, we or our affiliates may negotiate favorable pricing terms with various suppliers and vendors for our company-owned Arby's Restaurants, and we generally offer those same favorable pricing terms to franchisees for voluntary participation. ARCOP negotiates purchase arrangements, including price terms, with suppliers and distributors. Collectively, the purchases and leases that you must make from us or our affiliates, from designated or approved suppliers, or under our standards and specifications represent about 90% of your purchases and leases to establish and operate the Restaurant.

Our affiliates and we do not derive any revenue, favorable pricing not also available to you, or other material consideration from your purchases or leases from approved suppliers; however, our beverage suppliers, The Coca-Cola Company, and Dr. Pepper/Seven Up, Inc. do provide funding for marketing initiatives, the Arby's Foundation, and the annual Arby's franchise convention. During the fiscal year which ended January 2, 2022, ARG received a rebate from The Coca-Cola Company and Dr. Pepper/Seven Up, Inc. based on the gallons of Coca-Cola and Dr. Pepper cola syrup and other Coca-Cola and Dr. Pepper products that our company-owned Arby's Restaurants purchased, and franchisees received rebates from The Coca-Cola Company and Dr. Pepper/Seven Up, Inc. based on the gallons of Coca-Cola and Dr. Pepper syrup and other Coca-Cola and Dr. Pepper products they purchased.

You may operate the Restaurant only from a site that we accept. We will provide you with standard plans for an approved Restaurant building or layout, including specifications for fixtures, furnishings, signs, and equipment. However, it is your responsibility to adapt these standard plans to the accepted site and submit the proposed final working plans to us for approval. You must maintain the Licensed Premises in good condition and state of repair as necessary to comply with and satisfy the requirements of the manual. In addition, on or before the 10<sup>th</sup> anniversary of the date you sign the License Agreement, you must do a refresh and upgrade of the Licensed Premises so that the Restaurant building conforms to our then current exterior building color

specifications for new Arby's restaurants (without any structural changes) and the restaurant interior (including, the dining room, furniture, fixtures, and equipment) are substantially consistent with the then current image of new Arby's restaurants. Before you begin the refresh and upgrade, you must submit to us proposed specifications for our written approval.

You must obtain and keep in full force and effect insurance covering your business and the Restaurant's premises naming us, our affiliates, and AFA (as long as membership is compulsory under the License Agreement) as additional insureds. You must obtain the insurance from a responsible insurance company licensed to do business in the state in which the Restaurant is located and having an A.M. Best insurance rating of "A-" with a FSC (Financial Size Category) rating of "X". The commercial general liability insurance must provide coverage on an occurrence basis for personal injury, bodily injury, property damage, product and contractual liability in an amount of at least \$1,000,000.

## 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.

### FRANCHISEE'S OBLIGATIONS

Obligation	Section in Agreement <sup>1</sup>	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 6 & 8 of DA Section 1 of LA	Items 7, 8, 10 and 11
b. Pre-opening purchase/leases	Section 8 of DA Section 7 of LA	Items 5, 7, 8, 10 and 11
c. Site development and other pre-opening requirements	Sections 5, 6, 8 & 9 of DA Sections 4, 5, 6 & 7 of LA	Items 6, 7, 8, 10 and 11
d. Initial and ongoing training	Section 10 of DA Section 6 of LA	Items 6 and 11
e. Opening	Sections 4, 11 & 12 of DA Sections 4 of LA	Items 5 and 11
f. Fees	Sections 3 & 11 of DA Sections 2, 3, 10, 14, 15 & 16 of LA	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	Sections 1, 3, 4, 5, 6, 7 & 9 of LA	Items 8, 11, 14 and 17
h. Trademarks and proprietary information	Preamble, Sections 1, 12 & 15 of DA Preamble, Sections 1, 7, 11 & 13 of LA	Items 11, 13 14 and 17
i. Restrictions on products/services offered	Sections 1, 4, & 7 of LA	Items 8, 11 and 16
j. Warranty and customer service requirements	Section 10 of DA Section 6 of LA	Item 11
k. Territorial development and sales quotas	Section 1 of DA Section 1 of LA	Item 12



<b>Obligation</b>	<b>Section in Agreement<sup>1</sup></b>	<b>Disclosure Document Item</b>
i. Ongoing product/service purchases	Sections 4 & 7 of LA	Items 8 and 11
m. Maintenance, appearance, and remodeling requirements	Section 9 of DA Sections 5 & 14 of LA	Items 6, 8 and 11
n. Insurance	Section 12 of LA	Items 6, 7 and 8
o. Advertising	Sections 4, 10 & 11 of LA	Items 6, 7 and 11
p. Indemnification	Section 12 of LA	Item 6
q. Owner's participation/management/ staffing	Sections 1, 6, 12, 13 & 16 of LA	Items 11 and 15
r. Records and reports	Section 9 of DA Sections 3 & 5 of LA	Item 6
s. Inspections and audits	Sections 3 & 9 of LA	Items 6 and 17
t. Transfer	Section 16 of DA Section 16 of LA	Items 6, 10 and 17
u. Renewal	Section 17 of DA Section 14 of LA	Items 6, 10 and 17
v. Post-termination obligations	Sections 14 & 15 of DA Sections 13 & 15 of LA	Items 14, 15 and 17
w. Non-competition covenants	Section 13 of LA	Items 15 and 17
x. Dispute resolution	Sections 19 of DA Section 21 of LA	Item 17
y. General Release of claims <sup>2</sup> & Guaranty	Sections 14, 16, 17 & 20 of DA Sections 1, 14 & 16 of LA	Items 9, 17 and Exhibit C, D & G

**Notes:**

1. "LA" means the License Agreement and "DA" means the Development Agreement. All of these obligations are also obligations of any guarantor under the terms of the Guaranty Agreement, a form of which is attached as Exhibit D to the License Agreement. We may require a guaranty when granting any franchise rights. Section references in Item 9 have the same meaning as the corresponding Article references in the LA.
2. We require a General Release of all claims in certain situations (see Exhibit G).

**10. FINANCING**

We do not offer direct or indirect financing. We do not guaranty your note, lease, or obligation. Franchisees of the Arby's system are eligible for expedited and streamlined SBA loan processing through the SBA's Franchise Registry, [www.franchiseregistry.com](http://www.franchiseregistry.com).

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

As noted in Item 1, we signed a management agreement for ARG to provide support and services to Arby's Restaurant franchisees. However, we remain responsible for all of the support and services required under the License Agreement and Development Agreement.

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

**Pre-opening Obligations:** Before you open your Restaurant, we will:

- 1) Designate a geographic area or specific location within which you may select a proposed site for our acceptance. (Section 1 of DA)
- 2) Offer you counseling and advice in site selection, including on-site visits to review potential sites and preparation of market analysis. (Section 5 of DA)
- 3) Review and accept or reject sites you propose. We generally do not own sites and lease them to franchisees, lease sites and sublease them to franchisees, or select sites for franchisees. Each proposed site must meet our then current site selection criteria for Arby's Restaurants. You may only locate the Restaurant at a site we have accepted. You must submit to us the specific site data and demographic and other information concerning the proposed site as we reasonably require, using forms we reasonably require. This data includes a current scale map of the city/town, area income analysis, traffic counts, site description and plot plan on site, color photos, area competition information, and building and signage plans. A free-standing Arby's Restaurant building generally requires a prime location that encompasses a range of 30,000 to 40,000 square feet with 100 to 180 feet street frontage, but you may need a larger or a smaller lot depending on various factors such as existing easements on the property and local code requirements. When reviewing sites we will consider the factors we deem appropriate, such as demographic characteristics, access, traffic patterns, parking, visibility, competition, character of market, other commercial characteristics, and the proposed site's size, appearance and other physical characteristics. We do not guarantee the suitability or success of the accepted site. We generally respond to proposed site acceptance requests within 30 calendar days. We may reject any proposed site, and if this happens, you must seek and present an alternative proposed site for our acceptance or rejection. If we and you cannot agree on a site or you do not open the Restaurant on or before the deadline in the Development Schedule, we may terminate your Development Agreement. (Sections 6 and 7 of DA)
- 4) Approve a lease that meets our requirements. After we have accepted the proposed site, you must obtain control of the site either by lease or purchase. You must obtain our approval of your proposed lease or financing arrangement for the site, and you must provide a complete copy to us. You must use your commercially reasonable best efforts to cause the lease or financing arrangement to contain designated provisions intended to protect our interests in the leased premises. (Section 8 of DA and Section 1:1:1 of LA)
- 5) Provide standard plans for the approved building or layout, including specifications for equipment, fixtures, furnishings, and signs. You must hire an architect and general contractor to adapt these standard plans to the accepted site and submit final working plans to us for our approval within the time periods we set. It is your responsibility to obtain necessary zoning and construction approvals and permits, architectural services, and contracts for building construction or remodeling and equipment, all according to the final building and equipment plans we approve. You may not proceed with construction or remodeling until you have received our

approval of the final working plans. We may also permit you to convert an existing building into a new free-standing Traditional Restaurant. You must submit actual construction costs to us within 120 days of project completion. (Section 9 of DA)

- 6) Sign and deliver the License Agreement to you after you pay all required fees and perform all required obligations under the Development Agreement. You must sign the License Agreement and pay the initial license fee (if any) on the earlier of either 90 days before the scheduled opening or the start of construction. You will sign our then current form of License Agreement for each Arby's Restaurant you develop in the Territory, which currently is the form of License Agreement in this disclosure document but could in the future differ from that form. However, if you fully comply with the Development Agreement, each License Agreement that the Development Agreement covers will reflect the royalty and license fee specified in the Development Agreement. (Section 11 of DA)
- 7) Provide specifications and names of approved suppliers for opening inventory, supplies, and related materials. We do not currently provide items directly, but will provide the names of approved suppliers for some items and written specifications for some items. We do not deliver or install any items. (Section 7:2 of LA)
- 8) Consider for approval proposed new specifications and suppliers. (Section 7:2:1 of LA)
- 9) Provide an overview of the Arby's system and our administrative corporate support according to the "New Franchisee Orientation." We describe training later in this Item. (Section 10 of DA)
- 10) Provide a 7-week operational training program conducted in one of our NCTRs, which are located across the country. The program is known as the Arby's Restaurant MTP. We describe this training in detail later in this Item. (Section 10 of DA and 6:2 of LA)
- 11) Approximately 10 weeks before your Restaurant opens, provide you with an electronic copy of the Manual and supplementary material we issue and revise. The Manual, among other things, identifies the licensed trademarks and contains mandatory and suggested standards, specifications, operating procedures, and rules we specify and other information relative to your other obligations under the License Agreement and in the operation of the business. The Manual contains confidential proprietary information and you must return any paper copies of the Manual to us when the License Agreement terminates or expires for any reason. We may supplement, modify, and revise the Manual electronically or in hard copy. (Sections 1:1 and 4:1:1 of the LA)

The Manual currently contains 631 pages. The following table identifies the subjects contained in the Manual and the number of pages devoted to each subject.

<b>Manual Section</b>	
Operations	364
Operating Systems & Tools	108
Cleaning & Sanitation/Ecolab	67

<b>Manual Section</b>	
Business Practices	92
<b>Total</b>	<b>631</b>

**Post-Opening Obligations:** After you open your Restaurant, we will:

- 1) Coordinate certain advertising and marketing programs. We describe our and your advertising and marketing obligations below in this Item. (Sections 10 and 11 of LA)
- 2) Consider for approval proposed new specifications and suppliers. (Section 7:2:1 of LA)
- 3) Continue to provide you access to updates to the Manual. (Section 4:1 of the LA)
- 4) Before you begin any refresh and upgrade, approve or deny your proposed specifications. (Section 5:3 of the LA)

### **Advertising and Marketing**

#### Advertising and Marketing Service Fee/AFA

We remit the Advertising and Marketing Service Fee you pay us directly to a separate and independent membership corporation known as AFA, in which every domestic company-owned Restaurant and franchisee is required to participate, and which reports to a Board of Directors representing Arby's domestic franchisees. AFA is the franchisee-administered service organization responsible for advertising and marketing services to the Arby's system.

Effective October 2005, ARG and AFA entered into a Management Agreement that created operational efficiencies, thus benefiting the Arby's system as a whole. Under the Management Agreement, ARG assumed general responsibility for the day-to-day operations of AFA. ARG performs these tasks subject to the approval of AFA's Board of Directors, which consists of AFA members elected by the AFA membership. The AFA Board of Directors has decision-making power, and ARG cannot change or dissolve the AFA Board of Directors or the AFA. In addition to general managerial responsibilities for AFA's day-to-day operations, ARG pays for the general and administrative costs of AFA, other than the cost of an annual audit of AFA and some other expenses.

The most current tiered rate structure for the Advertising and Marketing Service Fee, if any, is shown in Exhibit E to the License Agreement. Effective January 1 through December 31, 2022, the AFA Board of Directors approved dues based on a rate structure whereby the amount of Advertising and Marketing Service Fee will be between 2.22% and 4.00%. All franchisees currently pay Advertising and Marketing Service Fees based on the approved rate structure, although we pay those fees on behalf of Non-Traditional Restaurants. We and our affiliates contribute to AFA on at least the same basis as franchisees for any Arby's Restaurants that we or they own. The Advertising and Marketing Service Fee and tiered rate structure may change in the future, including the elimination or reinstatement of the tiered rate structure.

AFA will provide limited local and regional advertising and marketing services to you. AFA uses 100% of the money from franchisees' Advertising and Marketing Service Fees to develop and prepare advertising materials, including (for example) materials for print, radio and television, to

undertake market research, to purchase national advertising media of all types, to develop social media/networking programs, to pay the commissions, fees and expenses of advertising and marketing agencies and consultants to pay talent and talent residuals, to provide other marketing and non-marketing services, and to pay all fees and expenses incurred regarding providing these items. ARG's staff, advertising agencies and/or other contractors may produce advertising and other materials on AFA's behalf. For the year ended January 2, 2022, (1) no AFA advertising contribution funds were used to solicit franchise sales, and (2) AFA used the money as follows: 82% on national media; 12% on creative and content; 5% on merchandising; 1% on consumer insights; and 0% on general and administrative expenses. Fees not spent in the fiscal year in which fees are accumulated are carried forward and spent in the next fiscal year, though AFA attempts to spend all funds contributed to it in the year in which they are contributed. If you would like to obtain an audited accounting of the advertising funds, send a written request directly to AFA.

Membership in AFA is compulsory. If membership in AFA ceases to be compulsory for those franchisees who are members, franchisees have the right to designate a successor service organization as long as franchisees representing at least 65% of all franchised restaurants and at least 200 franchised restaurants designate the same service organization. If there is no designation by the franchisees, we may designate a successor service organization or elect to retain the fees and provide the specified services directly. AFA, by contract with ARG, has the duty to determine the amount of the Advertising and Marketing Service Fee, which cannot be set below 1.2% of Gross Sales without the prior approval of ARG. Except for the AFA Board of Directors, there is no advertising council of franchisees that advises us on advertising policies.

### Local Market Advertising

In addition to paying the Advertising and Marketing Service Fee/participating in the AFA and participating in your Local Cooperative Area Advertising Program (see below) you must spend at least a minimum percentage of Gross Sales, as shown below, on local market advertising.

<b>January 1, 2022 – December 31, 2022</b>	
<b><u>Minimum Combined Advertising Expenditure</u></b>	
<b><u>A</u></b>	<b><u>B</u></b>
<b>If Advertising and Marketing Service Fee is:</b>	<b><u>(4.2% - Column A)</u></b> <b>Then Local Market and Cooperative Area Advertising Expenditure is:</b>
Lowest 2.22%	1.98%
Highest 4.00%	0.20%

The specific amount you must spend on local advertising will depend on your specified Advertising and Marketing Service Fee (from Exhibit E to the License Agreement) and may change if the Advertising and Marketing Service Fee rates change. Subject to the minimum percentage of monthly Gross Sales, as shown above, you determine the amount that you spend on specific activities when performing your individual local market advertising. The amount is divided between your individual local market advertising and the Local Cooperative Area Advertising program (see below). The costs of food or beverage products you sell at a reduced price or give away do not count in the fulfillment of this advertising obligation.

You must submit all advertising, marketing, or promotional programs, materials, or activities to us for approval before use. If we determine that any advertising, promotional programs, articles or materials you use or plan to use are injurious or prejudicial to us or any of our franchisees, or violate the License Agreement, you must stop using them immediately upon notification from us. Your advertising, marketing, promotions and other use of Arby's name, logo, graphics or trademarks on the internet or through other electronic media, including social media platforms and communication tools, must comply with the Manual and the License Agreement.

If you operate a Non-Traditional Restaurant, we do not require you to spend a particular percentage of Gross Sales on local market advertising.

### **Local Cooperative Area Advertising**

You must join and participate in a Local Cooperative Area Advertising program ("Co-op") that we select. Co-ops are formed and governed by the most current standard form Co-op bylaws we issue, the current version of which is attached to the License Agreement. In most instances, we determine your Co-op using the "Designated Market Area" ("DMA") county coverage designation method found in the applicable Co-op Bylaws. Each Arby's Restaurant's contribution is determined by the television coverage/spill received within that county and indexed against the county receiving the highest percentage of coverage, all as measured by Nielsen Media Research, Inc. Once formed, we do not have the power to change, dissolve, or merge Co-ops. You and the other members of the Co-op will administer the Co-op. The Co-op engages the services of an advertising agency or media-buying service to assist in the administration of Co-op meetings and an accounting firm handles the Co-op contributions from each Arby's Restaurant. However, we do assist the Co-ops in the collection of past due Co-op dues that amount to a default under the applicable License Agreements. The Co-op currently must pay talent residual fees when commercials are aired in the Co-op's market, but AFA pays the talent residual fees for national commercials.

The Co-op must operate from written Co-op Bylaws, which typically are approved by a majority vote of the Co-op membership. Each member has one vote for each Arby's Restaurant that the member operates in the Co-op's market. Participating members of the Co-op and prospective franchisees may review the Co-op Bylaws if a Co-op is functioning in the DMA in question.

Each Co-op typically prepares annual income tax returns and periodic financial statements that are presented at each Co-op meeting and are considered proprietary. We do not have any control over Co-op contributions that are not spent in the fiscal year in which they accrue; each local Co-op votes on how to handle excess funds.

We have no obligation to spend any amount on advertising in the area or territory where your Restaurant is located unless we have company-owned Arby's Restaurants in the area or territory and participate in the same Co-op as you. We do not use any of the fees paid to AFA or a Co-op to solicit the sale of franchises.

If you operate a Non-Traditional Restaurant, we do not require you to participate in a Local Cooperative Area Advertising program. (Sections 10 and 11 of LA)

### **Electronic Cash Registers and Computer Systems**

You must satisfy our minimum technology requirements, including for the point of sale ("POS") system, at the Restaurant. Currently, for the POS system you must use the PAR Brink software

platform, including our approved hardware and software platforms for the POS system, Kitchen System, Credit Card Payment System & other appropriately connected devices. In addition to the POS system, you will need a Windows-based personal computer with broadband internet connection, sound and graphics capabilities, and printer, located in the Restaurant to meet our functionality, performance and informational requirements, maintain and submit any other reports we require, receive communications from us (including those posted on the extranet at [www.myarbys.com](http://www.myarbys.com) or its successor), remit royalty and advertising payments, and participate in guest recovery, customer loyalty and similar programs. If you choose to participate in the optional Arby's Order Ahead Platform, you also must acquire the payment and other hardware, the merchant and processor contracts, and the related technology

Your POS system, computer systems and other technology systems generate and store sales, employee, inventory, cost, speed of service, configuration, and other operations-level data.

We estimate the cost of purchasing the POS system with applicable software will range from \$32,000 to \$55,000, and the cost of purchasing a computer system with the specified requirements will range from \$1,100 to \$2,000. There is also an annual fee related to the ongoing maintenance and support for the POS system that ranges from \$5,000 to \$10,000 per year. If you choose to participate in the optional Arby's Order Ahead Platform then you will make the ongoing payments described in Item 6 to IRB, our affiliate, and to the approved vendors for the services they provide for the platform, which we expect to range from \$100 to \$2,500 per month. Otherwise neither we, our affiliate or any third party has any obligation to provide ongoing maintenance, repairs, upgrades, updates or support contracts related to any of these systems. Due to varying market conditions and vendors, we are unable to estimate the cost of any ongoing maintenance, updates, upgrades or support contracts for your Restaurant's POS and computer systems.

We have unlimited, independent access to the information that your POS system and other internet-connected technology systems (such as drive-thru timers) generate and store. For clarity's sake, we will not access individual employee personal data (including contact information, social security numbers, rate of pay or similar information) without your consent or a legal requirement. You must ensure that your POS system and internet-connected technology systems are online and available for access. You also must comply with any standards we periodically implement for upgrades and updates to the POS and computer systems, and no contract limits the frequency or cost of this obligation.

Most companies, including our company and our franchisees, are dependent on information technology and functional application systems. Without them, we could not accept orders, schedule and process manufacturing of products, arrange for delivery, accept payments, process invoices, or pay employees. Telephone systems, the Internet, electronic banking, and other mainstays of the modern economy all can affect your business if not operating properly. We continually work on computer and technology issues to maintain a state of compliance with the various POS and/or other computer and technology system requirements for company-owned Arby's Restaurants. We also may occasionally provide guidance to assist franchisees with technology strategy development, planning, investment and vendor resolution matters. However, you alone are responsible for analyzing, addressing, fixing, and assuring your own POS and technology compliance, including any required Payment Card Industry ("PCI") compliance. You should assemble a team to understand the POS and related technology problems within your business. The team should include senior businesspeople with a broad understanding of the operations as well as a senior information technology person. You must get your full management support to thoroughly understand what your business needs are and to understand the inherent

risks associated with information technology. You should implement contingency plans if you encounter problems with your POS and other information systems that would include mapping out how your company can function if your systems fail. (Sections 3:2 and 5:4 of the LA)

### **Time between signing of Agreement and Opening of Business**

You must open your Restaurant for business on or before the earlier of (a) the date specified in your Development Agreement for opening the Restaurant, and (b) 30 calendar days after we sign the License Agreement. We estimate the typical length of time between paying the development fee for a Restaurant (which is when you first pay consideration to us for that Restaurant) and the opening of the Restaurant to be between 90 and 540 calendar days. The time to open depends on such factors as the Development Schedule (if any), site selection, lease negotiations, obtaining acceptable financing arrangements, necessary zoning and building permits, meeting other local ordinances or community requirements, weather conditions, shortages, slow delivery and other factors concerning completion of construction, remodeling, decorating, purchasing and installing equipment, fixtures, signs and similar factors, and the completion of pre-opening hiring and training of the employees.

### **Training**

If you are a new franchisee, you must participate in our New Franchisee Orientation (“NFO”). If you are a corporation or other business entity, then a partner or approved owner must participate in the NFO. The NFO is a brief overview of the Arby’s Restaurant system and the administrative corporate support we provide. We typically conduct the NFO each quarter (but more or less often based upon demand) at the Arby’s Support Center, our administrative office and worldwide headquarters. The NFO is a one or 2-day orientation program in a presentation/ classroom setting. There are no tasks related to the NFO that you must complete to our satisfaction. There is no cost for the program, but you will pay your own travel, meal, and lodging expenses.

For each of your first and second Restaurants, you must at all times employ 3 managers (6 total) who have completed (to our satisfaction) and are certified in the MTP, or a comparable training program we approve in our sole judgment, at an NCTR. One of these people may be you, the franchisee, if you are participating in the direct operation of the Restaurant. For your third and subsequent Restaurants, you must at all times employ one manager per Arby’s Restaurant who has completed (to our satisfaction) and is certified in the MTP at an NCTR. The MTP is primarily designed to develop the technical operational skills necessary for the operation of an Arby’s Restaurant. A National Certified Training Manager, along with designated training representatives, teaches the program at an NCTR. You must meet the MTP requirement to our satisfaction before opening your Restaurant.

The following table outlines the current MTP:

### **TRAINING PROGRAM**

Through experiential learning with a Certified Training Manager (CTM) and eLearning, the programs below offer strategies and tactics for becoming a proficient Arby’s restaurant manager. You must complete Arby’s MTP Learning Path to become MTP Certified.

- 1) TMTM teaches fundamental skills needed to execute daily service and non-service tasks.



- 2) SMTP teaches basic management skills needed to operate a shift in an Arby's restaurant effectively, using the tools and processes provided to support consistency and effectiveness.
- 3) MTP teaches critical thinking skills needed to successfully diagnose and correct shift / operating deficiencies (i.e. speed of service, product waste, team deployment strategies, etc.), and includes leadership training to equip new restaurant managers with stronger decision-making skills to help prepare restaurant managers to lead a team to deliver Arby's standards effectively.

	<b>Subject</b>	<b>Hours On-the-Job Training</b>	<b>Hours Classroom Training</b>	<b>Location</b>
<b>TMTP – Team Member Training Program (2 weeks)</b> Positional Skills	<u><b>Learning Curriculum</b></u> Coursework 101 + 102 <ul style="list-style-type: none"> <li>- Opening tasks for team members</li> <li>- Closing tasks for team members</li> <li>- Restaurant service skills (referred to as positional skills):               <ul style="list-style-type: none"> <li>o Backline workstation</li> <li>o Fry workstation</li> <li>o Drive-thru workstation</li> <li>o Front cashier workstation</li> <li>o Arby's Safety-First standards and procedures</li> <li>o Arby's Guest Service standards and procedures</li> <li>o Arby's Brand standards, processes, and procedures in accordance with the Operating Standards Manual (OSM)</li> <li>o Non-guest service tasks to maintain restaurant condition</li> </ul> </li> </ul> <u><b>Requirements</b></u> <ul style="list-style-type: none"> <li>- Completion of TMTP Curriculum within Arby's Learning Hub</li> </ul> Pass Knowledge Checks at 90% or better	96	0	NCTR
<b>SMTP – Shift Management Training Program (3 weeks)</b> <b>Manager in Charge Skills</b>	<u><b>Learning Curriculum</b></u> Courses 201, 202 + 203 <ul style="list-style-type: none"> <li>- Opening tasks for managers</li> <li>- Closing tasks for managers</li> <li>- Arby's "Meat of the Business" Operating Systems &amp; Tools</li> <li>- Manager in Charge (MIC) responsibilities</li> <li>- Continue practicing skills learned in Courses 101 + 102</li> </ul> <u><b>Requirements</b></u> <ul style="list-style-type: none"> <li>- Completion of SMTP Curriculum within Arby's Learning Hub</li> <li>- Meet expectations as defined in Weekly Review (end of week appraisal)</li> </ul> Pass Knowledge Checks at 90% or better	144	0	NCTR

	<b>Subject</b>	<b>Hours On-the-Job Training</b>	<b>Hours Classroom Training</b>	<b>Location</b>
<b>MTP – Critical Thinking &amp; Leadership Skills Training (2 weeks)</b> Management Skills	<u><b>Learning Curriculum</b></u> Courses 301+ 302 - Critical Thinking Skills for Arby's Restaurant Managers - Leadership Skills for Arby's Restaurant Managers (Industry techniques for successful leaders) - Establish high degree of proficiency in the Manager in Charge role <u><b>Requirements</b></u> - Completion of MTP Curriculum within Arby's Learning Hub - Meet expectations as defined in Weekly Review (end of week appraisal) - Pass Knowledge Checks with 90% or better to be eligible for MTP Certification Demonstrate MIC Skills by passing Management Observation Checklist with 90% or better to receive MTP Certification	96	0	NCTR

The instructional materials are the online Arby's Manual, webinars (electronic seminars on an internet portal), online videos, manuals, checklists, demonstrations, practice and quizzes. The experience of the instructors that is relevant to the subjects taught and the operations of the Arby's Restaurant system ranges from one to 30 years. There is no training fee for the programs described above for the first 3 participants from your first Restaurant and one participant from your second Restaurant, but you must pay the cost of transportation, room and board, and all other costs and expenses for you and your employees. After these first 4 participants have attended MTP, then you are responsible for any applicable training fees, along with the cost of transportation, room and board, and all other costs and expenses. We pay no compensation to you or your employees while in training.

In addition to the NFO and the MTP, we utilize the Revitalization Roadmap for your first and second Arby's Restaurants to assist with successful executions for new Restaurant openings. For the first Restaurant you open, the training includes the services of 2 people to assist with the needed pre-opening and post-opening crew training at the Restaurant for 10 calendar days. For the second Restaurant you open, the training includes the services of one person to assist with the needed pre-opening and post-opening crew training at the Restaurant for 6 calendar days. We have not made any long-term changes to our training requirements in response to the COVID-19 Pandemic.

We may, in our sole judgment, specify additional training requirements, including supplemental or refresher training programs for you, your managers and/or employees. These additional training requirements may require that you pay our associated costs and expenses (including training fees). Currently we offer ongoing training through our Cornerstone Learning Management System.

## 12. TERRITORY

If you wish to open one or more Arby's Restaurants, you must sign a Development Agreement before you sign a License Agreement. The Development Agreement grants you the right during its term to open one or more new Arby's Restaurants within the territory/geographical area ("Territory"), and according to the Development Schedule, specified in the Development Agreement. While the Development Agreement is in effect, we will not open, or license any party to open, any new Arby's Restaurant in the Territory. We generally define the Territory using a radius encompassing a specific trade area for a proposed Arby's Restaurant or governmental boundaries (streets, city, county). However, the Territory excludes malls, college and university campus locations, hospitals, and other similar institutional-type facilities, toll plazas, military bases, theme/amusement parks, airports, casinos, special location activity centers like sports arenas, and sovereign nations. There is no specific minimum size for Territories.

You must open and continuously operate Arby's Restaurants in the Territory according to the Development Schedule to maintain your rights under the Development Agreement. If you do not comply with the Development Schedule or the other provisions of the Development Agreement or any License Agreement, then, among other things, we may terminate the Development Agreement. Except for these situations, continuation of your territorial rights under the Development Agreement does not depend on your achieving a certain sales volume, market penetration or other contingency, and we may not alter your Territory or alter your territorial rights in the Territory during the term of the Development Agreement. If you comply with the Development Agreement during its term, you have the right to negotiate with us for a new Development Agreement if you provide 60 days' notice. Otherwise you have no options, rights of first refusal or similar rights to acquire additional franchises under the Development Agreement.

Under each License Agreement you will operate one Restaurant at a specified location that we have accepted. You may not relocate the Restaurant to a new location within or outside the Protected Area (defined below) without first obtaining our written approval. Typically, we grant requests for relocation when the Restaurant's premises are inoperable due to casualty or taken in condemnation or by eminent domain, when highway relocations or closings have substantially reduced access to the Restaurant's premises, or when you can no longer use the Restaurant's premises for similar reasons beyond your control. We also may permit a relocation for economic reasons, shifts in trade area, demographics and traffic patterns or other special circumstances.

We may, in our sole judgment, grant you a specific and limited protected area surrounding your Restaurant (the "Protected Area"). If the Restaurant is a free-standing structure and we grant you a Protected Area, we will typically delineate the Protected Area using a 1-mile radius from the location or by boundary streets or highways. However, the Protected Area excludes malls, college and university campus locations, hospitals, and other similar institutional-type facilities, toll plazas, military bases, theme/amusement parks, airports, casinos, special location activity centers like sports arenas, and sovereign nations. The Protected Area may, however, be limited to the specific Restaurant location. If you operate a Non-Traditional Restaurant, we will not grant any Protected Area.

During the term of the License Agreement, we will not operate or license others to operate an Arby's Restaurant using the licensed Trademarks and offering deli-inspired sandwiches for sale to consumers within the Protected Area, if any. Except for these rights, we and our affiliates reserve all other rights relative to Arby's Restaurants, the Arby's trademarks, and other business concepts, whether within or outside the Protected Area. We and our affiliates may operate, license, or franchise Arby's Restaurants in any location, other than the Protected Area, if any,

using the Arby's trademarks and offering deli-inspired sandwiches. In addition, we and our affiliates may also establish and operate LSRs or similar or different businesses under any name at any location, whether using Arby's trademarks or other trademarks, unless precluded by a written contractual obligation. We and our affiliates may also develop new and existing concepts, as dual-brand and standalone concepts. Because we and our affiliates may operate, or license other parties to operate, Arby's Restaurants at non-traditional locations inside the Territory or Protected Area, and in some cases (like if you operate a Non-Traditional Restaurant) we do not provide a Protected Area, 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.

There are no restrictions on your soliciting and accepting customers from outside your Protected Area or otherwise competing with Arby's Restaurants which are now, or may in the future be, located outside your Protected Area (if any). Only we, our affiliates or designees have the right to sell products or services under the Arby's trademark either within or outside of your Protected Area or Territory, if any, through any alternative channels of distribution, such as the internet/worldwide web and other forms of electronic commerce; "800" or similar toll-free telephone numbers; catalogs; telemarketing or other direct marketing sales; or any other channel of distribution other than an Arby's Restaurant, and you may not sell products or services under the Arby's trademark either within or outside of your Protected Area or Territory using alternative channels of distribution. You have no right to compensation if we do so. We currently sell frozen curly fries at approximately 44,000 retail stores nationwide and online. We reserve the right to sell other products or services under the Arby's trademark or other trademarks using alternative channels of distribution in the future.

The License Agreement does not provide you options, rights of first refusal, or similar rights to acquire additional franchises within the Protected Area or contiguous areas. Continuation of your territorial rights under the License Agreement does not depend on your achieving a certain sales volume, market penetration or other contingency. We may not alter your Protected Area or modify your territorial rights in the Protected Area before your License Agreement expires or is terminated, although we may do so for a successor license. Therefore, if a development opportunity arises for another licensee who is interested in development in your Protected Area or Territory, we will seek your consent to allow that license to open an Arby's Restaurant within your Protected Area or Territory.

Except as described in Item 1, we do not operate or franchise, or currently plan to operate or franchise, any business under a different trademark that sells or will sell goods or services similar to those that our franchisees sell. However, our affiliates, including the Affiliated Programs described in Item 1 and other portfolio companies that currently are or in the future may be owned by private equity funds managed by Roark Capital Management, LLC, may operate and/or franchise businesses that sell similar goods or services to those that our franchisees sell. Item 1 describes our current Affiliated Programs that offer franchises, their principal business addresses, the goods and services they sell, whether their businesses are franchised and/or company-owned, and their trademarks. All of these other brands (with limited exceptions) maintain offices and training facilities that are physically separate from the offices and training facilities of our franchise network. Most of the Affiliated Programs are not direct competitors of our franchise network given the products or services they sell, although some are, as described in Item 1. All of the businesses that our affiliates and their franchisees operate may solicit and accept orders from customers near your business. Because they are separate companies, we do not expect any conflicts between our franchisees and our affiliates' franchisees regarding territory, customers and support, and we have no obligation to resolve any perceived conflicts that might arise.

### 13. TRADEMARKS

You will have the right under your License Agreement to operate a Restaurant under the name “Arby’s” and using the Arby’s trademarks, service marks, and trade names listed in the Manual. Our subsidiary, Arby’s IP Holder, LLC (“Arby’s IP Holder”), owns all of the Arby’s U.S. intellectual property. As part of the Securitization Transaction described in Item 1, Arby’s IP Holder signed a license agreement with us dated November 13, 2015 which authorizes us to use and sublicense the use of Arby’s intellectual property in our franchise operation. That license agreement has a 99-year term. Arby’s IP Holder may terminate the agreement, subject to certain securitization-related consent rights, only if we materially breach the agreement and fail to cure the breach within 30 days. There are no other agreements currently in effect that significantly limit our right to use or license the use of these marks.

The following list includes the principal Arby’s trademarks and service marks (the “Principal Marks”). Arby’s IP Holder or its predecessor has registered the Principal Marks on the Principal Register of the United States Patent and Trademark Office (the “PTO”) and has made all required affidavit and renewal filings.

#### Arby’s Principal Marks

Mark	Federal Registration Number	Registration Date
Arby’s®	890,631 1,065,886	May 5, 1970 May 17, 1977
Arby’s (on modified Hat Design)	1,081,230	January 3, 1978
Arby’s & Hat Design	4,679,713	January 27, 2015

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 no pending infringement, opposition or cancellation proceedings, and no pending material litigation, involving the Principal Marks. We do not know of either superior prior rights or infringing uses that could materially affect your use of the Trademarks in any state.

You must notify us, in writing, of any suspected infringing uses of, or claims of rights to, the Trademarks or any similar mark, and cooperate with us in responding to them. We or Arby’s IP Holder has the sole right to determine whether to take any legal action concerning any infringement or claims and to control and direct any administrative proceeding or litigation involving the Trademarks. We will pay the cost of any litigation or administrative action for policing the Trademarks against infringement. We are not obligated, however, to institute legal or other action to protect you against claims of infringement or unfair competition concerning the Trademarks. We need not participate in your defense nor indemnify you for expenses and damages if you are a party to any administrative or judicial proceeding involving a Trademark. You may not take any legal action for infringement or unfair competition concerning the Trademarks without our consent. We or Arby’s IP Holder has the right to control any administrative proceedings or litigation involving a Trademark.

You may use the Trademarks only according to the License Agreement and Manual. You must follow our directions in using the Trademarks and any modified or new trademark. If we require

you to modify or discontinue use of a Trademark, we do not have to compensate you. This modification or discontinuance will not provide you with any termination or other rights.

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

We hold no patents and do not have any pending patent applications material to the franchise. We have not registered any copyrights applicable to the Arby's Restaurant business with the United States Copyright Office. However, we claim copyrights on and consider proprietary the Manual, the License Agreement, forms, advertisements, and all other Arby's materials, processes, etc. There are no currently effective material determinations of the PTO, the United States Copyright Office or any court regarding any of the copyrighted materials. We do not know of either superior prior rights or infringing uses that could materially affect your use of the copyrighted materials.

You must promptly inform us, in writing, when you learn about any infringement or unauthorized use of our proprietary information or copyrighted materials. We or Arby's IP Holder has the sole right to determine whether to take any legal action concerning any infringement or claims and to control and direct any administrative proceeding or litigation involving the copyrighted materials or proprietary information. We will pay the cost of any litigation or administrative action for policing the copyrighted materials or proprietary information against infringement. We are not obligated, however, to institute legal or other action to protect you against claims arising from your use of the copyrighted materials or proprietary information. We need not participate in your defense nor indemnify you for expenses and damages if you are a party to any administrative or judicial proceeding involving the copyrighted materials or proprietary information. You may not take any legal action for infringement or unfair competition concerning the copyrighted materials or proprietary information without our consent. We or Arby's IP Holder has the right to control any administrative proceedings or litigation involving copyrighted materials or proprietary information.

Our license agreement with Arby's IP Holder authorizes us to use and sublicense the use of the proprietary information and other Arby's intellectual property in our franchise program. There are no other agreements currently in effect which significantly limit our right to use or license the use of the proprietary information.

You may never reveal any of our confidential information to another person or use it for any other purpose or business and must take reasonable steps to protect the confidentiality of our proprietary information. You may use the proprietary information and copyrighted materials only according to the License Agreement and Manual. You must follow our directions in using the proprietary information and copyrighted and any modified or new materials. If we require you to modify or discontinue use of any proprietary information and copyrighted materials, we do not have to compensate you. This modification or discontinuance will not provide you with any termination or other rights.

#### **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 License Agreement, continuously exert your best efforts to promote and enhance the Arby's Restaurant, and not engage in any other business or activity that conflicts with your obligations to operate the Arby's Restaurant in compliance with the License Agreement. It is your responsibility to protect and assure the confidentiality of any proprietary information and trade secrets like methods, procedures, layouts, standards, specifications, designs, recipes and rules, or knowledge you

obtain concerning the operation of the Restaurant which may be disclosed to managers and other persons having an interest in the Restaurant.

You (or, if you are a business entity, your owners) have no obligation to participate personally in the direct operation of the Restaurant, although we recommend you do so. However, for each of your first and second Restaurants, you must at all times employ 3 managers (6 total) who have completed (to our satisfaction) and are certified in the Arby's MTP, or a comparable training program we approve in our sole judgment, at an NCTR. One of these people may be you, the franchisee, if you will be participating in the direct operation of the Restaurant. For your third and subsequent Restaurants, you must at all times employ 1 manager per Restaurant who has completed (to our satisfaction) and is certified in MTP at an NCTR. There is no requirement for managers to have any equity interest or ownership in you (if you are a business entity) or the Restaurant.

If we require a guaranty, we will only require your principals to sign it. We do not require your principals' spouses to sign a personal guaranty unless they are also principals or officers of the franchisee entity. Under the guaranty your principals must unconditionally guaranty to punctually pay and perform all of your obligations under the License Agreement.

Additionally, during the term of the License Agreement and for 12 months after its termination you, any guarantor of yours, any general partner if you are a partnership, and any shareholders, limited partners, members, or other equity owner holding at least a 15% interest in you, cannot, without our prior written permission, own, maintain, operate, engage in, be employed by, provide assistance to, or have more than a 15% interest (as owner or otherwise) in any business offering roast beef sandwiches for sale which is located within your Protected Area, if any.

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

You may only sell those food and non-alcoholic beverage products designated in the Manual as being included in our standard Arby's menu and meeting the quality standards (including product specifications and sources, cleanliness and sanitation, customer service and hours of operation) in the Manual or as we otherwise may designate in writing. You must sell all products that we designate as mandatory. We have the unlimited right in our sole judgment to modify both the standards and products in the Manual or as we otherwise may designate in writing.

We may, under limited circumstances, authorize the sale of the licensed products for special short term events or programs which would require our prior approval and your agreement, in writing, to comply with the specified conditions of the short term program or event.

To ensure the maintenance of the highest degree of quality and service, you must operate the Arby's Restaurants in strict conformity with the methods, standards, and specifications in the Manual and as we may otherwise require in writing.

## 17. RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

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.

### THE FRANCHISE RELATIONSHIP

Provision	Section in Agreement	Summary
a. Length of the franchise term	Section 14:1 of LA	For Traditional Restaurants: Term is up to 20 years, but may be less if your lease is shorter than 20 years or you purchase an existing company-owned Restaurant and we do not own the property; or purchase an existing franchisee's Restaurant, in which case, you will either receive the balance of the term under the existing LA or a 20-year term. In addition, if you are converting an existing building into a new Arby's, you may receive up to a full 20-year term or a term equal to your lease expiration date, dependent upon the scope of the approved remodel that you perform.  For Non-Traditional Restaurants: Term is equal to the shorter of 10 years or the term of your lease with the applicable airport authority, stadium or arena, or length of the lease for the Licensed Premises.
	Section 2 of DA	Negotiated depending on the plan of development.
b. Renewal or extension of the term	Section 14:2 of LA	If you meet our approval criteria (including a full remodel and a General Release -see Exhibit G), you may receive a Successor LA (which will be the standard form LA, including the Guaranty Agreement, then current as of 12 months prior to the expiration date of the LA and may have materially different terms and conditions than your previous LA). The Successor term is stated in the LA but is generally up to 20 years for a Traditional License and up to 10 years or coterminous with the lease not to exceed 10 years for a Non-Traditional License. We will not grant you a Successor LA for a term that exceeds the period of time that you are entitled to maintain possession of the Licensed Premises.
	Section 17 of DA	We will negotiate a new DA with you if you've notified us of your intent; the current



Provision	Section in Agreement	Summary
		DA is in effect and not in default under any agreement with us.
c. Requirements for franchisee to renew or extend	<p>Section 14:2 of LA</p> <p>Section 17 of DA</p>	<p>Renewal means that you have substantially complied with the LA during the initial term and at the expiration date of the LA, you are not and within 12 months prior, have not been in default in the performance of any material obligation under the LA, notwithstanding Section 5:3 Remodeling and Replacement of the LA and unless otherwise established by a successor license remodeling policy adopted by us, and then in effect; you have remodeled the Licensed Premises to the then-current image for new Arby's Restaurants; you execute the LA and a General Release (see Exhibit G) 30 calendar days before expiration; you have complied with the then-current training requirements, and all other conditions required of licensees renewing their Agreements or obtaining Successor LAs at the time; and for Traditional Restaurants only, you have applied for a new LA in writing at least 6 months but not more than 9 months before expiration and paid us an administrative fee equal to 10% of the then-current License Fee 180 calendar days before expiration. For Non-Traditional Restaurants, the fee is an administrative fee equal to the then-applicable standard Non-Traditional License Fee (excluding the impact of any discounts or promotions, including any development incentive programs that may be available).</p> <p>You must advise us in writing 60 calendar days before the expiration date of the DA, or 60 calendar days before the anticipated date of execution of the LA for the final Restaurant under the DA Contract Schedule in Exhibit B to the DA.</p> <p>You may be asked to sign a License or DA with materially different terms and conditions than your original License or DA.</p>
d. Termination by franchisee	None under LA and DA.	Not applicable.
e. Termination by franchisor without cause	None under LA and DA.	Not applicable.

Provision	Section in Agreement	Summary
f. Termination by franchisor with cause	Section 15 of LA  Section 13 of DA	We can terminate your LA with cause if you default or fail to comply with any clause of your LA.  We can terminate your DA if you default or fail to comply with any clause of your DA.
g. "Cause" defined – curable defaults	Section 15:1:3, 15:1:4, and 15:1:5 of LA	You have 30 calendar days (or longer amount required by state law) to cure non-compliance with your LA (except for non-payment of fees and casualty as discussed below), including: failure to operate the Licensed Business strictly in accordance with the Manual or in a way that is detrimental to your business, the business of other Arby's licensees, or the Arby's system generally.  You have 10 calendar days (or longer amount required by state law) to cure non-payment of any fees due under your LA.  You have a maximum of 180 calendar days to re-open and restore the Licensed Premises if any casualty renders the Licensed Premises inoperable.
h. "Cause" defined – non-curable defaults	Sections 15:1:1 and 15:1:2 of LA	Your LA will automatically terminate without notice for non-curable defaults of insolvency; you file for bankruptcy; you enter into a general assignment for the benefit of creditors; receiver appointed by Court; assignment or transfer of your LA without our prior written approval; we may terminate the LA immediately on notice if your rights to the Licensed Premises are terminated; you violate or are convicted of or plead guilty or no contest to violating any state or federal law or any administrative regulation applicable to the operation of the Licensed Business; you fail to submit requested information or submit false or misleading information; duplicate any portion of the Arby's system and know-how in any foodservice outlet not franchised by us; you violate any covenant regarding non-compete or non-disclosure; you deny or restrict our right to inspect the Licensed Business, samples for testing, or books and records of the Licensed Business; if you have committed 2 or more monetary defaults under the LA during any consecutive 12-month period and received

Provision	Section in Agreement	Summary
	Section 13 of DA	<p>from us notices of default for such monetary defaults (whether or not the monetary defaults relate to the same or different provisions of the LA and whether or not the monetary defaults were ever cured); if your continued operation of the Licensed Business would result in imminent health or safety dangers to the public; or discontinuance or abandonment of Licensed Premises.</p> <p>Your DA will terminate immediately and without notice for non-curable defaults: on the death of Developer (if Developer is an individual); you file for bankruptcy; we may terminate the DA immediately on notice if you fail to comply with your DA Contract Schedule; you attempt to assign your DA without our prior written approval; you transfer any interest without our prior written approval; you materially misrepresent any submitted documentation; you violate any provision of the DA; termination by us of any LA or other agreement with Developer; you fail to cure any default within time period specified by us.</p>
i. Franchisee's obligations on termination/non-renewal	<p>Section 15:3 of LA</p> <p>Section 15:5, 15:1:1 and 15:1:2 of LA</p>	<p>You must immediately cease operating or using, or permitting use of (a) the Arby's trademarks, (b) all advertising, promotional material and programs, menu boards, signs, supplies, uniforms, (c) the Licensed know-how, (d) the Manual, and (e) our exterior building design. You must return the Manual (if you have a hard copy) and immediately de-identify the Licensed Premises. You may be required by us to make alterations and modifications to your restaurant and its premises as is necessary to distinguish its appearance from other Arby's restaurants.</p> <p>We have the right, but not the obligation, at our election and in addition to all other remedies, to: (a) cure your defaults under your lease/sublease or for any assets of the Licensed Business, including fixtures, equipment, or other personal property used by you in the Licensed Business, at your expense, and (b) in cases where we believe a condition of the Licensed Premises or any</p>

Provision	Section in Agreement	Summary
	Section 14 of DA	<p>product sold in the Licensed Premises poses a threat to the health or safety of any customers, employees, or other persons, we have the right, but not the obligation, to take such action we deem necessary to protect the individuals and the goodwill associated with the Trademarks and system, including, we may require you to close and suspend operations and correct such conditions, destroy or remove any products that we suspect are causing a threat, and/or allow us to enter without being guilty and liable for trespass or tort and correct the condition(s). You are responsible for all associated losses and expenses.</p> <p>All rights granted to you are extinguished immediately.</p>
j. Assignment of contract by franchisor	Section 21:1 of LA  Section 16 of DA	<p>No restriction on our right to assign your LA.</p> <p>No restriction on our right to assign your DA.</p>
k. "Transfer" by franchisee – defined	Section 16:1 of LA  Section 16 DA	<p>You cannot sell, assign, or transfer without our prior written approval. This restriction includes transfer of LA, assets, Licensed Business, legal composition of corporation or partnership, or ownership in corporation or partnership (stock).</p> <p>Includes the DA and rights granted.</p>
l. Franchisor approval of transfer by franchisee	Section 16:2 of LA Section 16 DA	<p>We have the right to approve a transfer by you but will not unreasonably withhold our approval if certain terms and conditions are met, such as the transferee meets our terms and conditions (see "m" below). We have the right to approve transfers.</p>
m. Conditions for franchisor approval of transfer	Sections 16:2 and 16:6 of LA	<p>Prospective new owner or transferee is of good character and reputation, qualifies financially, has a good credit rating, and has the requisite amount of relevant business experience; new owner or transferee will sign appropriate assignment agreement and if transfer involves 50% or more of the assets of Licensee or 50% or more of the ownership interests in Licensee, then current agreements are signed by prospective transferee; transfer fee is paid; all outstanding debt owed by</p>

Provision	Section in Agreement	Summary
		you to us, AFA, any applicable local advertising co-ops (for Traditional Restaurants) and any purchasing cooperatives is paid; prospective new owner or transferee satisfactorily completes training; you or transferee agrees to correct any failure of the Licensed Premises to comply with the requirements of the Manual within 90 days (or another mutually-agreeable time) of transaction's closing; appropriate transfer agreements may include execution of General Release (see Exhibit G) and/or Guaranty Agreement (see Exhibit D to the LA; see Exhibit D to this Disclosure Document); and also see "r", below.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 16:2:1 of LA	We have right of first refusal on bona fide transfers of any direct or indirect interest in the LA, in Licensee or in the Licensed Business. However, if the bona fide offeror satisfies the "pre-qualified buyer" criteria, then the right of first refusal would not apply. A "pre-qualified buyer" is someone that satisfies a number of preconditions including the person satisfies the then-current criteria we use to evaluate prospective franchisees, owns and operates through one or more affiliates at least 5 Arby's restaurants and the affiliates are in material compliance with their license agreements and haven't been in default of their license agreements during the past 12 months, the person is not in default of a lease with Arby's, is not in litigation with Arby's and doesn't own a restaurant that offers roast beef sandwiches.
o. Franchisor's option to purchase franchisee's business	Section 16:2:1 of LA	See "n" above.
p. Death or disability of franchisee	Sections 16.1 and 16.3 of LA  Section 13(a) of DA	You may transfer less than a majority control of the Licensed Business or less than 50% of the assets of the Licensed Business to a family member or family trust without obtaining our prior written consent.  The DA terminates immediately upon the death of the "Developer", if an individual. There is no provision concerning disability.
q. Non-competition covenants during the term of the franchise	Section 13:1 of LA	You, any guarantor or general partner of yours if you are a partnership, or any shareholders, limited partners, members, or

Provision	Section in Agreement	Summary
		other equity owner holding at least a 15% interest in you, cannot without our prior written permission: own, maintain, operate, engage in, be employed by, provide assistance to, or have more than a 15% interest (as owner or otherwise) in any business offering roast beef sandwiches for sale which is located within the Protected Area, if any, stated in the LA.
r. Non-competition covenants after the franchise is terminated or expires	Section 13:1 of LA	The covenants applicable to you, any guarantor or general partner of yours if you are a partnership, or any shareholders, limited partners, members, or other equity owner holding at least a 15% interest in you, during the term of the LA continue for 12 months after the termination of the LA.
s. Modification of the agreement	Section 21:8 of LA  Section 21 of DA	Any modification to the LA must be by a written document executed by you and us.  Any modification to the DA must be by a written document executed by you and us.
t. Integration/merger clause	Section 21:8 of LA  Section 21 of DA	The LA and all attached Exhibits constitute the entire agreement between us and except as may be expressly provided in the LA or the disclosure document, there are no other oral or written representations.  The DA contains the entire agreement between us; however, nothing is intended to disclaim the representations made in the disclosure document.
u. Dispute resolution by arbitration or mediation	None under LA and DA	Not applicable.
v. Choice of forum	Section 21:3 of LA          Section 19 of DA	You must file litigation in the federal or state court of general jurisdiction located closest to our then-current principal office. At present that location is Atlanta, Georgia (subject to state law). We can file litigation in the federal or state court of general jurisdiction located closest to our then-current principal office or in the jurisdiction where you reside or do business or where the Licensed Premises are or were located, or where the claim arose (subject to state law). Each party irrevocably submits to the jurisdiction of those courts and waives any objection such party may have to either the jurisdiction of or venue in those courts.  You must file litigation in the federal or state court of general jurisdiction located closest

Provision	Section in Agreement	Summary
		to our then-current principal office (subject to state law).
w. Choice of law	Section 3:1:2 and 21:2 of LA  Section 19 of DA	Georgia law applies without regard to its conflict of laws rules, provided, however that any Georgia law regulating the sale of franchises or governing the relationship of a franchisor and franchisee will not apply unless its jurisdictional requirements are met independently (see “q” and “r” above). Interest on overdue payments is governed by the law of the state in which the Licensed Premises is located or the State of Georgia, whichever is higher.  Georgia law applies (subject to state law).

## 18. PUBLIC FIGURES

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

## 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.

### **First FPR: Average Unit Volume (“AUV”) for Mature Restaurants**

As of January 2, 2022 (which is the end of our 2021 fiscal year), there were 3,409 Arby’s Restaurants operating in the United States. For 189 of those Arby’s Restaurants either (a) the restaurant did not operate continuously for our full fiscal year (which is from January 4, 2021 until January 2, 2022), whether it was closed for part of the year or it first opened during the year; or (b) we (or our affiliate) sold the restaurant to a licensee or acquired the restaurant from a licensee during the year, and calculating annual sales for these restaurants is problematic because we and our affiliates use different reporting periods (fiscal periods of 5/4/4 weeks) than our franchisees use (calendar months). We excluded those 189 Arby’s Restaurants from this first financial performance representation (“FPR”). We also excluded the 4 affiliate-owned and 21 licensed Arby’s Restaurants that closed during 2021 from these FPRs. All of these restaurants operated for more than 12 months before they closed. This first FPR covers those 3,220 Arby’s Restaurants that we (or our affiliate) or a licensee operated continuously for the full year from January 4, 2021 until January 2, 2022 (the “Mature Restaurants”). Our affiliates own and operate 1,101 of the Mature Restaurants and licensees own and operate the other 2,119.

Mature Restaurants (other than restaurants in travel plazas and food courts) typically range in size from 2,495 to 3,300 square feet, with an average of 2,898 square feet, although there are some atypical Mature Restaurants whose size falls outside this range. The size of Mature Restaurants located in travel plazas and food courts varies with the type of location, and most provide shared seating. 3,084 of the Mature Restaurants operate with drive-thru windows and the remaining 136 Mature Restaurants do not. The Mature Restaurants have operated for an average of 24.6 years. The Mature Restaurants all offer essentially the same products and services, face the same kinds of competitive challenges, and receive the same level of support from us that we expect new licensees will experience. The Mature Restaurants are located in various markets across the United States.

The following tables reflect average annual Gross Sales (also called the Average Unit Volume, or “AUV”) during our 2021 fiscal year (the period from January 4, 2021 through January 2, 2022) for all company-owned Mature Restaurants that our affiliates operate and the AUV during our 2021 fiscal year for all Mature Restaurants that our licensees operate. The restaurants identified as “other” include various freestanding or non-freestanding conversion and/or prototype Arby’s Restaurants (including former prototypes) not included in the previously-identified categories. The figures for the median, highest and lowest sales reflect the median, highest and lowest annual Gross Sales of all Mature Restaurants in the applicable group. The figures in the columns titled Top 3rd, Middle 3rd and Bottom 3rd reflect the average annual Gross Sales for the Mature Restaurants in that group, which fall within the top third, middle third and bottom third of the AUVs for all Mature Restaurants in that group.

### Annual Gross Sales Expressed as an AUV

#### Licensed Mature Restaurants

Type of Restaurant	Number of U.S. Restaurants	Average Unit Volume (AUV)							
		Average	Median	Highest	Lowest	#/% Rest. Above Avg.	Top 3rd	Middle 3rd	Bottom 3rd
<b>Freestanding</b>									
Inspire	782	\$1,338,033	\$1,296,616	\$3,399,299	\$446,839	359 / 46%	\$1,813,707	\$1,312,318	\$917,741
Pinnacle/PM	923	1,301,370	1,244,949	4,209,291	462,014	414 / 45%	1,765,594	1,244,386	893,943
Others - Free Standing	145	1,249,021	1,123,993	3,087,128	438,732	56 / 39%	1,830,349	1,145,706	780,764
<b>Non-Freestanding</b>									
Travel Plaza	93	1,554,012	1,571,570	3,028,131	411,058	47 / 51%	2,151,576	1,612,799	992,453
End Cap/In-Line/Store Front	60	1,151,221	1,116,237	2,326,183	231,437	27 / 45%	1,533,535	1,099,761	721,190
Mall	6	550,718	385,248	1,455,175	125,421	2 / 33%	1,113,870	385,248	153,037
Airport	1	1,672,859	1,672,859	1,672,859	1,672,859	0 / 0%	1,672,859	-	-
C-Store	84	1,101,867	1,050,392	2,085,181	262,423	35 / 42%	1,492,640	1,037,706	759,006
Others - Non Freestanding	25	522,122	387,738	1,508,436	157,032	10 / 40%	851,830	413,532	259,789

#### Company-owned Mature Restaurants:

Type of Restaurant	Number of U.S. Restaurants	Average Unit Volume (AUV)							
		Average	Median	Highest	Lowest	#/% Rest. Above Avg.	Top 3rd	Middle 3rd	Bottom 3rd
<b>Freestanding</b>									
Inspire	509	\$1,415,687	\$1,352,327	\$3,089,679	\$553,970	216 / 42%	\$1,845,810	\$1,357,338	\$1,041,223
Pinnacle/PM	473	1,399,634	1,356,916	3,369,202	381,007	217 / 46%	1,847,591	1,366,798	984,305
Others - Free Standing	91	1,326,366	1,295,648	2,444,648	486,793	42 / 46%	1,832,142	1,297,352	864,982
<b>Non-Freestanding</b>									
Travel Plaza	1	998,811	998,811	998,811	998,811	0 / 0%	998,811	-	-
End Cap/In-Line/Store Front	23	1,049,425	1,071,841	1,497,833	442,507	12 / 52%	1,432,573	1,112,664	667,237
Mall	1	616,498	616,498	616,498	616,498	0 / 0%	616,498	-	-
C-Store	3	1,149,862	1,162,601	1,720,149	566,836	2 / 67%	1,720,149	1,162,601	566,836
Others - Non Freestanding	-	-	-	-	-	0 / 0%	-	-	-

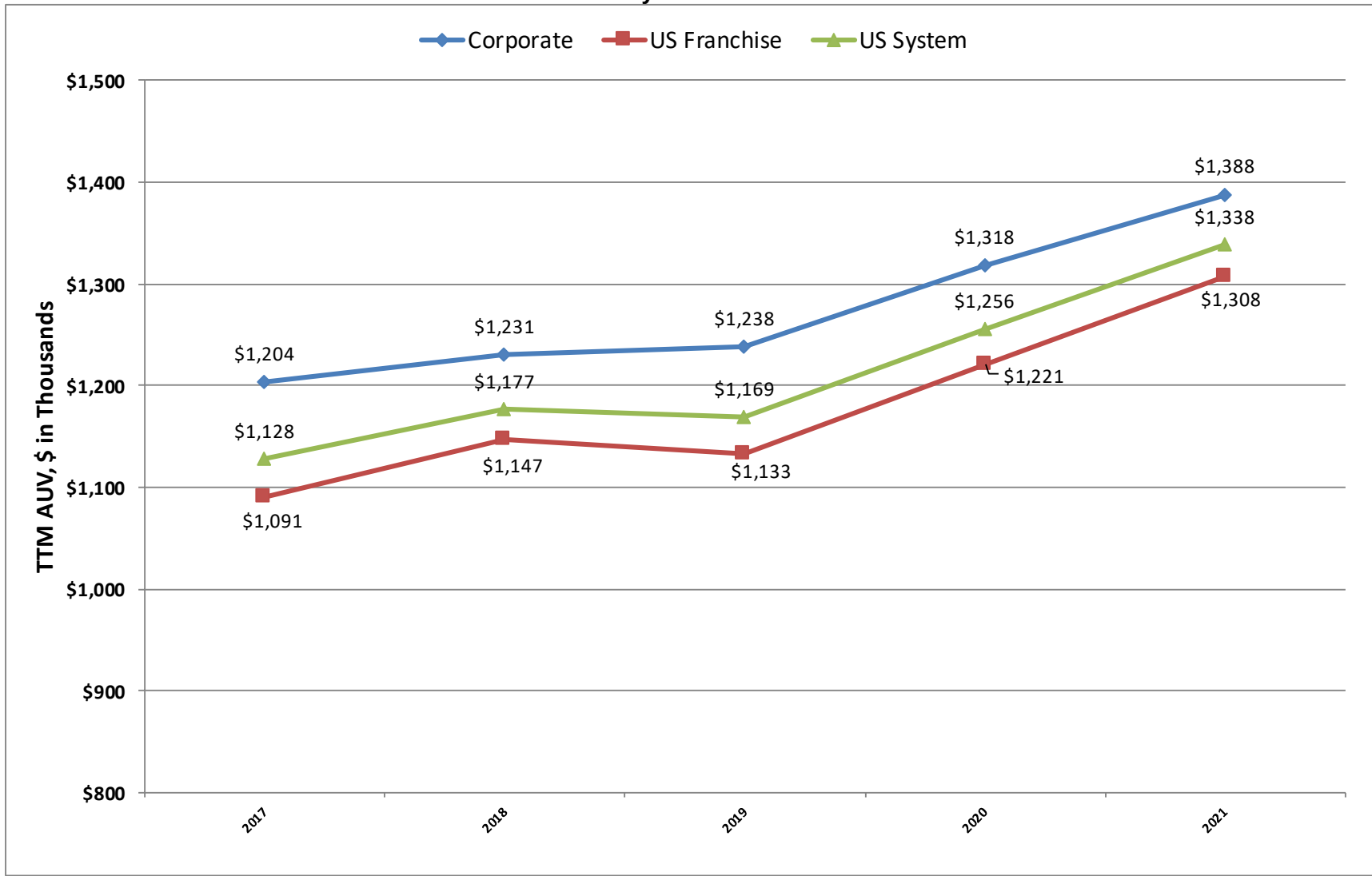


**Second FPR: AUV Growth**

The following graphs reflect the historical AUVs for our company-owned Arby's Restaurants, licensed Arby's Restaurants, and the entire network of Arby's Restaurants in the United States for the periods listed.

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### History of AUV Growth<sup>(1)</sup>



		Average Unit Volume Metrics				
		2017	2018	2019	2020	2021
<b>Company-Owned</b>	# of Units Exceeds the Average	472	482	485	542	546
	% of Units Exceeds the Average	46.1%	44.8%	45.1%	45.6%	45.6%
	Median AUV	\$ 1,170,582	\$ 1,194,774	\$ 1,212,517	\$ 1,289,784	\$ 1,314,003
	Lowest AUV	441,988	417,845	514,133	416,283	\$ 424,141
	Highest AUV	2,952,695	3,113,574	3,176,756	2,774,296	\$ 2,834,409
<b>Licensed</b>	# of Units Exceeds the Average	927	884	948	944	870
	% of Units Exceeds the Average	43.8%	43.6%	44.7%	45.2%	44.8%
	Median AUV	\$ 1,041,893	\$ 1,084,521	\$ 1,090,113	\$ 1,178,088	\$ 1,251,412
	Lowest AUV	229,311	253,960	262,530	200,976	\$ 125,421
	Highest AUV	2,923,026	3,533,420	3,218,279	3,694,527	\$ 4,209,291
<b>US System</b>	# of Units Exceeds the Average	1,399	1,366	1,433	1,486	1,416
	% of Units Exceeds the Average	44.6%	44.3%	44.3%	45.6%	45.5%
	Median AUV	\$ 1,081,897	\$ 1,122,552	\$ 1,205,865	\$ 1,215,291	1,272,664
	Lowest AUV	229,311	253,960	262,530	200,976	125,421
	Highest AUV	2,952,695	3,533,420	3,218,279	3,694,527	4,209,291

Note to Second FPR on AUV Growth:

- (1) The AUV figure for each annual period represents the average annual Gross Sales for all of the applicable Arby's Restaurants in that period. For the AUV figure for each annual period, we summed the annual Gross Sales for all of the applicable Arby's Restaurants and divided that sum by the number of applicable Arby's Restaurants. The median, highest and lowest AUV figures reflect the median, highest and lowest annual Gross Sales of all of the applicable Arby's Restaurants. We included in each calculation only those Arby's Restaurants in the United States that our affiliate or a licensee owned and operated for the entire annual period, and which remained open and operating throughout the applicable period. We excluded all Arby's Restaurants that either (a) did not operate continuously for the full period, whether it was closed for part of the period or it first opened during the period; or (b) our affiliate sold to a licensee or acquired from a licensee during the period. We also excluded the 53<sup>rd</sup> week that was in the Arby's fiscal calendar in 2020 and excluded an estimate for the extra day in the leap year (2020).

### **Third FPR: Profit & Loss Data for Covered Restaurants**

As of January 2, 2022, our affiliates operated 1,116 Arby's Restaurants in the United States. They operated 1,101 of those Arby's Restaurants continuously throughout our 2021 fiscal year (the "Covered Restaurants"). Our 2021 fiscal year is from January 4, 2021 through January 2, 2022. This third FPR reflects the average Gross Sales, the average of certain expenses, and the average Restaurant EBITDAR (defined below) for these 1,101 Covered Restaurants.

The Covered Restaurants include only Arby's Restaurants that our affiliates own, and not Arby's Restaurants that our licensees own, because we do not have sufficient expense data from licensed Arby's Restaurants to include in this third FPR. Covered Restaurants (other than restaurants in travel plazas and food courts) typically range in size from 2,500 to 3,400 square feet, with an average of 2,910 square feet, although there are some atypical Covered Restaurants whose size falls outside the range. The size of Covered Restaurants located in travel plazas and food courts varies with the type of location, and most provide shared seating. 1,072 of the Covered Restaurants operate with drive-thru windows and the remaining 29 Covered Restaurants do not. The Covered Restaurants have operated for an average of 27.9 years. The Covered Restaurants all offer essentially the same products and services, and face the same kinds of competitive challenges, that we expect new licensees will experience. Covered Restaurants are located in various markets across the United States.

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### 2021 P&L Data – For Covered Restaurants

	2021	
	Average	
	Per Restaurant	Margin %
# of Restaurants in data	1101	
# Excluded due to closure	4	
# Days in year	364	
Gross Sales <sup>1</sup>	\$ 1,391,940	
Food	371,705	26.7%
Paper	31,548	2.3%
Delivery	25,965	1.9%
<b>Total Cost of Sales</b> <sup>2</sup>	<b>429,218</b>	<b>30.8%</b>
Crew Salaries	218,124	15.7%
Management Salaries	98,956	7.1%
<b>Total Wages</b> <sup>3</sup>	<b>317,080</b>	<b>22.8%</b>
Bonus	10,022	0.7%
Vacation, Holiday, Sick & Severance	11,744	0.8%
Fringe Benefits	15,293	1.1%
Workers Compensation	4,026	0.3%
Payroll Taxes	28,600	2.1%
<b>Total Payroll</b> <sup>3</sup>	<b>386,766</b>	<b>27.8%</b>
Utilities	30,570	2.2%
Supplies & Office Supplies	10,107	0.7%
Contract Services	15,131	1.1%
BOS/POS Related	4,692	0.3%
Card Fees	41,488	3.0%
R&M	22,262	1.6%
Laundry & Uniforms	1,643	0.1%
Cash Over/Short	427	0.0%
<b>Total Unit Controllable Expense</b> <sup>4</sup>	<b>126,321</b>	<b>9.1%</b>

**2021 P&L Data – For Covered Restaurants, continued**

Local Advertising	32,592	2.3%
National Marketing	45,875	3.3%
<b>Total Advertising <sup>5</sup></b>	<b>78,467</b>	<b>5.6%</b>
Property Taxes	19,372	1.4%
Insurance	5,631	0.4%
<b>Royalties</b>	<b>55,678</b>	<b>4.0%</b>
Other	190	0.0%
<b>Total Property Taxes, Insurance &amp; Royalties <sup>6</sup></b>	<b>80,871</b>	<b>5.8%</b>
<b>Total Reported Expenses</b>	<b>1,101,642</b>	<b>79.1%</b>
<b>Restaurant EBITDAR <sup>7</sup></b>	<b>\$ 290,298</b>	<b>20.9%</b>
<hr/>		
<b>Gross Sales (#/% Above Average)</b>	<b>498</b>	<b>45%</b>
<b>Total Reported Expenses (#/% Below Average)</b>	<b>596</b>	<b>54%</b>
<b>Restaurant EBITDAR (#/% Above Average)</b>	<b>499</b>	<b>45%</b>
<b>Median Gross Sales</b>	<b>\$ 1,350,603</b>	
<b>Median Total Reported Expenses</b>	<b>1,077,399</b>	
<b>Median Restaurant EBITDAR</b>	<b>269,232</b>	
<b>Gross Sales (High/Low)</b>	<b>\$ 3,369,202</b>	<b>\$ 381,007</b>
<b>Total Reported Expenses (High/Low)</b>	<b>2,361,140</b>	<b>462,859</b>
<b>Restaurant EBITDAR (High/Low)</b>	<b>1,201,954</b>	<b>(122,969)</b>

### Notes to Third FPR for Covered Restaurants:

- (1) The dollar figure in the “Gross Sales” column reflects the average aggregate Gross Sales for the Covered Restaurants for the applicable fiscal year. The percentage in the “Margin %” column is the applicable expense or EBITDAR figure divided by the average annual Gross Sales.
- (2) “Costs of Sales” includes all costs for food and food-related supplies, beverages (net of beverage rebates), paper products and supplies (including bags, napkins and cups), and delivery costs for these items, as well as costs incurred for obsolete items. Costs of Sales vary depending on a restaurant’s location, menu, menu mix, product promotions, variances in suppliers’ prices, temporary shortages, and whether the restaurant participates in any cooperative or distribution program. Costs of Sales vary depending on a restaurant’s location, menu, menu mix, product promotions, variances in suppliers’ prices, and temporary shortages.
- (3) “Total Payroll” includes the wages and salaries (which form “Total Wages”), plus costs of benefits (including medical benefits for eligible employees) and related payroll costs. This includes costs for restaurant general managers, assistant managers and crew members but does not include any salaries or other costs for any district managers or other multi-unit managers. It also does not include any salaries or other costs for employees at our headquarters and in the field who provide services to all or a number of the Covered Restaurants. Some of these services include lease negotiation and administration, assistance with licenses and permits, contract negotiation and administration, local marketing assistance, information technology services, finance and accounting services, treasury, training, and human resources. Payroll and related costs could vary widely depending on the labor market in which the restaurant is located, including the impact of recent and proposed federal, state and local legislation to increase minimum wage rates. “Total Payroll” cost for licensees can also vary due to differences in accounting for benefits and other related payroll costs.
- (4) “Total Unit Controllable Expense” will vary depending on the restaurant’s location and the rates negotiated with various vendors. They include the following categories of expenses:
  - (a) Utilities, such as electricity, gas, water, sewer and telephone. Our affiliates pay some utility costs to landlords under the real property leases for some Covered Restaurants, and those utility costs are not reflected in this category. Also, in some areas of the country, our affiliates can buy electricity at a bulk rate and participate in other measures designed to lower overall utility costs. These measures might not be available at all restaurants.
  - (b) Office and cleaning supplies used at the Covered Restaurant.
  - (c) Services under contracts signed at the restaurant level, such as trash removal, landscaping, security/monitoring systems, armored carrier, pest control, grease trap services, snow removal, and window cleaning. These costs can vary widely depending on the restaurant’s location.
  - (d) Service contracts related mainly to connectivity and maintenance for the Covered Restaurants’ computer systems, including both the back-of-store systems and the point-of-sale systems. This category does not include the costs that we and our affiliates incur at the corporate level related to the computer systems at the Covered Restaurants, such as certain software licenses and other contracts that cover multiple Covered Restaurants. It also does not include any allocation of the costs for the computer systems at our headquarters that support the Covered Restaurants.
  - (e) Bank, interchange, and other fees payable on credit and debit card transactions.

- (f) Repair and maintenance costs at the Covered Restaurants, including costs for painting, point-of-sale system repairs, parking lot repairs, electrical repairs, building maintenance, plumbing repairs, HVAC repairs, lighting and sign maintenance and repairs, headsets and timers, food preparation equipment repairs and maintenance, refrigeration repairs and maintenance, and safe maintenance and service, that are not considered capital expenditures according to our accounting policies. This category does not include any costs that we treat as capital expenditures according to our accounting policies. It also does not include common area maintenance and similar costs that are paid as rent under a real property lease. Costs in this category can vary significantly among licensees due to differences in policies regarding treating items as expense or capital.
  - (g) Costs for uniforms, aprons, nametags and laundry services.
  - (h) Cash over/short at the Covered Restaurants.
- (5) “Total Advertising” includes the amounts that the Covered Restaurants pay to AFA and for Local Cooperative Area Advertising and Local Market Advertising. Currently, licensees typically must spend at least 4.2% of Gross Sales on advertising and marketing, but we historically have spent more for the Covered Restaurants. Advertising and marketing costs will vary depending on the restaurant’s market and marketing channels chosen.
- (6) “Total Property Taxes, Insurance & Royalties” includes expenses that the Covered Restaurants incur for real and personal property taxes, insurance (including property, casualty, general liability insurance), and payments to lease water softening equipment at some Covered Restaurants. Licensed restaurants may have additional equipment rent, depending on financing decisions that the licensee makes. This category does not include real property taxes and similar costs that are paid as rent under a real property lease. Because of the number of Covered Restaurants that our affiliates operate, we typically can buy insurance at lower rates than smaller organizations. Although the Covered Restaurants do pay royalties to us, this category imputes a royalty of 4% of Gross Sales, which is what new licensed Arby’s Restaurants will pay to us.
- (7) “Restaurant EBITDAR” means the earnings before interest, taxes, depreciation, amortization, and rent/real property costs for the Covered Restaurants. EBITDAR is a measure of store-level cash flow that is commonly used in the restaurant industry. As is customary, it excludes expenses related to the acquisition or lease of real property (including all payments made under the real property leases for the Covered Restaurants), as well as all debt service costs, whether principal or interest. You should not interpret Restaurant EBITDAR as the amount of profit that the Covered Restaurants generate or that you are likely to generate from operating an Arby’s Restaurant because EBITDAR does not account for all costs and expenses that an Arby’s Restaurant will incur. In addition to the costs and expenses described above in this FPR as being excluded from the Restaurant EBITDAR calculation, this FPR does not include any amounts for the development fees and initial franchise fees that licensees pay us under the License Agreement or any compensation to the licensee’s owners.

Notes to all FPRs:

- (1) We calculated the Gross Sales figures for licensed Arby’s restaurants in the tables above using information that our licensees provided. Prospective franchisees and sellers of franchises should be advised that no certified public accountant has audited these figures or expressed his or her opinion concerning their contents or form.
- (2) Gross Sales for purposes of the FPRs is defined in Item 6 as the total revenue received from the sale of all products, and performance of all services on or from the restaurant’s premises, (including both mandatory and optional products, programs and services), whether for cash, credit, or debit card, barter exchange, trade credit, or other credit transactions, and including commissions from vending and ATM machines, but excluding coupons and discounts, and sales tax or any similar



taxes. Although our licensees need our approval to sell non-standard products, we occasionally test products and limited-time offers in our company-owned and certain licensed Arby's Restaurants. Those tests might impact Gross Sales results. These FPRs (except for the third FPR) do not reflect any of the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or Gross Sales figures to obtain net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Arby's Restaurant. Licensees or former licensees, listed in this disclosure document, may be one source of this information.

- (3) An Arby's Restaurant's sales, costs and income will vary significantly depending on a number of factors, including, among other things, the location of the restaurant, competition in the market, pricing decisions, the number of other nearby Arby's Restaurants in the market, the level and types of marketing the restaurant undertakes, the quality of management and service at the restaurant, staffing decisions (including wage rates), and contractual relationships with lessors and vendors. Also, a new Arby's Restaurant is unlikely to achieve the same results as mature restaurants.

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

Other than the preceding financial performance representations, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting the Franchise Counsel, Lisa Storey, Esq., at Arby's Franchisor, LLC, Three Glenlake Parkway NE, Atlanta, Georgia 30328, telephone (678) 514-4500, the Federal Trade Commission, and the appropriate state regulatory agencies.

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## 20. OUTLETS AND FRANCHISEE INFORMATION

All information in these tables is as of our fiscal year ends of January 2, 2022, January 3, 2021, and December 29, 2019. Our affiliates operate the Arby's Restaurants that we list as "company-owned."

**Table No. 1  
Systemwide Outlet Summary  
For Years 2021/2020/2019**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Units	2019	2,195	2,168	-27
	2020	2,168	2,173	5
	2021	2,173	2,291	118
Company-Owned	2019	1,132	1,189	57
	2020	1,189	1,192	3
	2021	1,192	1,116	-76
<b>Total Outlets (United States)</b>	<b>2019</b>	<b>3,327</b>	<b>3,357</b>	<b>30</b>
	<b>2020</b>	<b>3,357</b>	<b>3,365</b>	<b>8</b>
	<b>2021</b>	<b>3,365</b>	<b>3,407</b>	<b>42</b>

**Table No. 2  
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)  
For Years 2021/2020/2019**

State	Year	Number of Transfers
Arkansas	2019	0
	2020	6
	2021	0
Arizona	2019	0
	2020	0
	2021	40
California	2019	2
	2020	2
	2021	0
Colorado	2019	9
	2020	2
	2021	1
Florida	2019	2
	2020	0
	2021	9
Illinois	2019	0
	2020	0
	2021	40

State	Year	Number of Transfers
Indiana	2019	0
	2020	0
	2021	22
Iowa	2019	0
	2020	0
	2021	10
Kansas	2019	3
	2020	0
	2021	0
Kentucky	2019	0
	2020	2
	2021	1
Louisiana	2019	2
	2020	1
	2021	2
Michigan	2019	1
	2020	5
	2021	1
Minnesota	2019	0
	2020	0
	2021	1
Missouri	2019	6
	2020	0
	2021	1
Mississippi	2019	0
	2020	0
	2021	2
Montana	2019	1
	2020	0
	2021	11
Nebraska	2019	8
	2020	0
	2021	2
New Jersey	2019	1
	2020	0
	2021	1
New Mexico	2019	0
	2020	0
	2021	1
New York	2019	3
	2020	5
	2021	3
Nevada	2019	15
	2020	0
	2021	0

State	Year	Number of Transfers
North Dakota	2019	0
	2020	0
	2021	11
Ohio	2019	3
	2020	0
	2021	19
Oklahoma	2019	1
	2020	0
	2021	0
Oregon	2019	0
	2020	1
	2021	2
Pennsylvania	2019	1
	2020	0
	2021	13
South Carolina	2019	0
	2020	0
	2021	10
South Dakota	2019	8
	2020	0
	2021	0
Tennessee	2019	1
	2020	0
	2021	12
Texas	2019	1
	2020	0
	2021	0
Utah	2019	2
	2020	0
	2021	0
Virginia	2019	0
	2020	2
	2021	3
West Virginia	2019	1
	2020	0
	2021	0
Wisconsin	2019	0
	2020	8
	2021	20
Wyoming	2019	8
	2020	0
	2021	0
<b>Total (U.S.)</b>	<b>2019</b>	<b>79</b>
	<b>2020</b>	<b>34</b>
	<b>2021</b>	<b>238</b>

**Table No. 3  
Status of Franchised Outlets  
For Years 2021/2020/2019**

State	Year <sup>2</sup>	Outlets at Start of Year <sup>3</sup>	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operation - Other Reasons	Outlets at End of the Year
Alabama	2019	29	0	0	0	18	0	11
	2020	11	0	0	0	0	0	11
	2021	11	2	0	0	0	0	13
Alaska	2019	6	0	0	0	0	0	6
	2020	6	0	0	0	0	0	6
	2021	6	1	0	0	0	0	7
Arizona	2019	64	1	0	2	0	0	63
	2020	63	3	0	3	0	0	63
	2021	63	0	0	0	0	0	63
Arkansas	2019	44	1	0	0	0	0	45
	2020	45	1	0	0	0	0	46
	2021	46	0	0	0	0	0	46
California	2019	88	2	1	2	0	3	84
	2020	84	4	0	5	0	2	81
	2021	81	3	0	0	0	0	84
Colorado	2019	75	1	0	0	0	0	76
	2020	76	0	0	0	1	0	75
	2021	75	2	0	0	0	0	77
Connecticut	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	1	0	0	0	0
Delaware	2019	15	0	0	0	0	0	15
	2020	15	0	0	0	0	0	15
	2021	15	0	0	0	0	0	15
Florida	2019	71	4	0	0	16	0	59
	2020	59	0	0	1	0	1	57
	2021	57	40	0	0	0	0	97
Georgia	2019	52	0	0	0	7	0	45
	2020	45	2	0	0	0	0	47
	2021	47	2	0	0	0	0	49
Hawaii	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Idaho	2019	21	0	0	0	0	0	21
	2020	21	1	0	0	0	0	22
	2021	22	0	0	0	0	0	22
Illinois	2019	117	7	0	1	0	1	122
	2020	122	5	0	2	0	4	121
	2021	121	4	0	0	0	3	122

State	Year <sup>2</sup>	Outlets at Start of Year <sup>3</sup>	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operation - Other Reasons	Outlets at End of the Year
Indiana	2019	69	1	0	1	4	1	64
	2020	64	1	0	0	0	0	65
	2021	65	3	0	0	0	0	68
Iowa	2019	56	1	0	0	0	1	56
	2020	56	0	0	0	0	0	56
	2021	56	2	0	0	0	0	58
Kansas	2019	61	1	0	0	0	0	62
	2020	62	0	0	0	0	2	60
	2021	60	0	0	0	0	0	60
Kentucky	2019	68	2	0	1	1	0	68
	2020	68	0	0	1	0	1	66
	2021	66	0	0	0	0	0	66
Louisiana	2019	23	3	0	0	1	0	25
	2020	25	1	1	0	0	1	24
	2021	24	4	0	0	0	0	28
Maine	2019	5	0	0	0	0	0	5
	2020	5	0	0	0	0	1	4
	2021	4	0	0	0	0	0	4
Maryland	2019	30	2	0	0	0	1	31
	2020	31	3	0	0	0	0	34
	2021	34	10	0	0	0	0	44
Massachusetts	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	1	2
	2021	2	0	0	0	0	0	2
Michigan	2019	56	0	0	0	1	0	55
	2020	55	2	0	0	0	1	56
	2021	56	0	0	0	1	0	55
Minnesota	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Mississippi	2019	22	0	0	0	6	1	15
	2020	15	1	0	0	0	0	16
	2021	16	9	0	0	0	0	25
Missouri	2019	85	0	0	0	0	0	85
	2020	85	1	0	0	0	0	86
	2021	86	0	0	0	0	2	84
Montana	2019	14	0	0	0	0	1	13
	2020	13	0	0	0	0	0	13
	2021	13	0	0	0	0	1	12
Nebraska	2019	44	0	0	0	0	0	44
	2020	44	1	0	0	0	0	45
	2021	45	2	0	0	0	2	45
Nevada	2019	20	0	0	0	0	0	20
	2020	20	0	0	0	0	0	20
	2021	20	2	0	0	0	0	22

State	Year <sup>2</sup>	Outlets at Start of Year <sup>3</sup>	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operation - Other Reasons	Outlets at End of the Year
New Hampshire	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
New Jersey	2019	8	0	0	0	0	0	8
	2020	8	0	0	0	0	1	7
	2021	7	0	0	0	0	0	7
New Mexico	2019	27	1	0	0	0	0	28
	2020	28	0	0	0	0	1	27
	2021	27	1	0	0	0	0	28
New York	2019	46	3	1	1	0	0	47
	2020	47	1	0	1	0	2	45
	2021	45	1	1	0	0	1	44
North Carolina	2019	68	1	0	0	0	0	69
	2020	69	3	0	0	0	0	72
	2021	72	27	0	0	0	0	99
North Dakota	2019	11	0	0	0	0	0	11
	2020	11	0	0	0	0	0	11
	2021	11	0	0	0	0	0	11
Ohio	2019	155	2	0	0	0	0	157
	2020	157	2	0	1	0	0	158
	2021	158	1	0	0	0	1	158
Oklahoma	2019	93	0	0	0	0	0	93
	2020	93	0	0	1	0	1	91
	2021	91	0	0	0	0	1	90
Oregon	2019	29	1	0	0	0	0	30
	2020	30	1	0	0	0	0	31
	2021	31	0	0	0	0	0	31
Pennsylvania	2019	56	1	0	1	0	0	56
	2020	56	1	0	0	0	1	56
	2021	56	1	0	0	0	1	56
South Carolina	2019	49	5	0	0	0	0	54
	2020	54	5	0	0	0	0	59
	2021	59	3	0	0	0	0	62
South Dakota	2019	19	0	0	0	0	0	19
	2020	19	1	0	0	0	0	20
	2021	20	0	0	0	0	0	20
Tennessee	2019	32	1	0	0	0	0	33
	2020	33	2	0	0	0	0	35
	2021	35	2	0	1	0	0	36
Texas	2019	159	9	0	2	0	3	163
	2020	163	5	0	2	0	9	157
	2021	157	8	0	1	0	2	162
Utah	2019	36	2	0	0	0	0	38
	2020	38	2	0	0	0	0	40
	2021	40	1	0	0	0	0	41

State	Year <sup>2</sup>	Outlets at Start of Year <sup>3</sup>	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operation - Other Reasons	Outlets at End of the Year
Virginia	2019	64	0	0	1	0	0	63
	2020	63	0	0	0	0	0	63
	2021	63	5	0	0	0	0	68
Washington	2019	56	3	0	0	0	2	57
	2020	57	3	0	0	0	0	60
	2021	60	0	0	0	0	0	60
West Virginia	2019	39	0	0	0	0	0	39
	2020	39	1	0	0	0	0	40
	2021	40	1	0	0	0	1	40
Wisconsin	2019	87	1	0	1	0	1	86
	2020	86	4	0	4	0	0	86
	2021	86	3	0	1	0	1	87
Wyoming	2019	15	0	0	0	0	0	15
	2020	15	0	0	0	0	0	15
	2021	15	0	0	0	0	0	15
<b>Totals (U.S.)</b>	<b>2019</b>	<b>2,195</b>	<b>57</b>	<b>2</b>	<b>13</b>	<b>54</b>	<b>15</b>	<b>2,168</b>
	<b>2020</b>	<b>2,168</b>	<b>57</b>	<b>1</b>	<b>22</b>	<b>0</b>	<b>29</b>	<b>2,173</b>
	<b>2021</b>	<b>2,173</b>	<b>140</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>16</b>	<b>2,291</b>

**Table No. 4  
Status of Company-Owned Outlets  
For Years 2021/2020/2019**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Alabama	2019	68	0	18	1	0	85
	2020	85	1	0	0	0	86
	2021	86	1	0	1	0	86
Connecticut	2019	5	0	0	0	0	5
	2020	5	0	0	0	0	5
	2021	5	0	0	0	0	5
Florida	2019	79	4	16	1	0	98
	2020	98	3	0	0	0	101
	2021	101	5	0	0	38	68
Georgia	2019	101	1	7	1	0	108
	2020	108	1	0	2	0	107
	2021	107	3	0	1	0	109
Illinois	2019	6	0	0	0	0	6
	2020	6	0	0	0	0	6
	2021	6	0	0	0	0	6
Indiana	2019	109	0	4	0	0	113
	2020	113	0	0	0	0	113
	2021	113	0	0	0	0	113



State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Kentucky	2019	45	1	1	3	0	44
	2020	44	0	0	0	0	44
	2021	44	1	0	0	0	45
Louisiana	2019	0	0	1	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	1	0
Maryland	2019	12	0	0	0	0	12
	2020	12	0	0	0	0	12
	2021	12	0	0	1	10	1
Michigan	2019	119	3	1	0	0	123
	2020	123	0	0	0	0	123
	2021	123	0	1	0	0	124
Minnesota	2019	76	0	0	1	0	75
	2020	75	0	0	1	0	74
	2021	74	0	0	0	0	74
Mississippi	2019	5	0	6	0	0	11
	2020	11	0	0	0	0	11
	2021	11	0	0	0	8	3
Missouri	2019	5	0	0	0	0	5
	2020	5	1	0	0	0	6
	2021	6	0	0	0	0	6
New Jersey	2019	10	0	0	2	0	8
	2020	8	0	0	0	0	8
	2021	8	0	0	0	0	8
New York	2019	28	0	0	2	0	26
	2020	26	0	0	3	0	23
	2021	23	0	0	0	0	23
North Carolina	2019	75	1	0	0	0	76
	2020	76	0	0	0	0	76
	2021	76	0	0	0	25	51
Ohio	2019	117	4	0	3	0	118
	2020	118	0	0	0	0	118
	2021	118	2	0	1	0	119
Pennsylvania	2019	84	2	0	1	0	85
	2020	85	0	0	0	0	85
	2021	85	0	0	0	0	85
South Carolina	2019	27	0	0	0	0	27
	2020	27	1	0	1	0	27
	2021	27	0	0	0	0	27
Tennessee	2019	79	2	0	1	0	80
	2020	80	3	0	0	0	83
	2021	83	1	0	0	0	84

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Utah	2019	34	0	0	0	0	34
	2020	34	0	0	0	0	34
	2021	34	0	0	0	0	34
Virginia	2019	41	3	0	2	0	42
	2020	42	0	0	0	0	42
	2021	42	0	0	0	4	38
West Virginia	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
Wisconsin	2019	4	0	0	0	0	4
	2020	4	0	0	0	0	4
	2021	4	0	0	0	0	4
Wyoming	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Total (U.S.)	2019	1,132	21	54	18	0	1,189
	2020	1,189	10	0	7	0	1,192
	2021	1,192	13	1	4	86	1,116

**Table No. 5  
Projected Openings as of January 2, 2022**

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Current Fiscal Year	Projected new Company-Owned Outlets in the Current Fiscal Year
Alabama	0	1	0
Arizona	1	4	0
California	0	6	0
Colorado	0	1	0
Delaware	0	1	0
Florida	0	5	1
Georgia	0	2	0
Hawaii	0	0	0
Idaho	0	1	0
Illinois	2	6	0
Indiana	0	0	0
Iowa	0	2	0
Kentucky	0	1	0
Louisiana	0	2	0
Maryland	0	2	0
Michigan	0	6	0
Mississippi	0	2	0
Missouri	0	0	0
Nebraska	0	0	0
Nevada	0	2	0

<b>State</b>	<b>Franchise Agreements Signed but Outlet Not Opened</b>	<b>Projected New Franchised Outlets in the Current Fiscal Year</b>	<b>Projected new Company-Owned Outlets in the Current Fiscal Year</b>
<b>New Jersey</b>	0	1	0
<b>New Mexico</b>	0	0	0
<b>New York</b>	0	3	0
<b>North Carolina</b>	1	2	0
<b>Ohio</b>	1	1	4
<b>Oregon</b>	0	1	0
<b>Pennsylvania</b>	0	5	1
<b>South Carolina</b>	0	5	0
<b>Tennessee</b>	0	1	5
<b>Texas</b>	1	5	0
<b>Utah</b>	0	3	0
<b>Virginia</b>	1	1	3
<b>Washington</b>	0	1	0
<b>West Virginia</b>	0	1	0
<b>Wisconsin</b>	0	2	0
<b>Total (U.S.)</b>	<b>7</b>	<b>76</b>	<b>14</b>

**Notes:**

1. 2021 number are from January 4, 2021 to January 3, 2022. 2020 numbers are from December 29, 2019 to January 3, 2021. 2019 numbers are from December 30, 2018 to December 29, 2019.
2. Any of the divestments throughout each fiscal year are included in the Outlets at the End of the Year column in Table No. 3. Re-openings of previously closed outlets are also included in Table 3.
3. Arby's Non-Traditional locations are captured in the Franchised Outlets table No. 3. States include: CA, CO, GA, MD, MS, NC, NJ, NV, NY, OH, SC, TX, UT, VA & WA

Exhibit A-1 lists the names of all of our operating franchisees and the addresses and telephone numbers of their Arby's Restaurants as of January 2, 2022. Exhibit A-2 lists the franchisees who have signed License Agreements for Arby's Restaurants which were not yet operational as of January 2, 2022. Exhibit A-3 lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of the 40 franchisees who had an outlet terminated, cancelled, not renewed, transferred, or otherwise voluntarily or involuntarily ceased to do business under a License Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Some franchisees have signed confidentiality agreements with us as part of our settlements of disputes with them. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

AFA, the franchisee-administered service organization responsible for advertising and marketing services to the Arby's Restaurant system, is an Arby's franchisee association associated with us. AFA is located at Three Glenlake Parkway, NE, Atlanta, GA 30328, telephone (678) 514-4100, and does not have its own email or web address.

**21. FINANCIAL STATEMENTS**

Exhibit B includes our audited consolidated financial statements as of January 2, 2022 and January 3, 2021 and for the fiscal years ended January 2, 2022, January 3, 2021, and December 29, 2019.

As reflected in Item 1, ARG will be providing required support and services to franchisees under a management agreement with us. Included in Exhibit B are the audited consolidated financial statements of ARG as of January 2, 2022 and the fiscal year then ended. It also includes the audited financial statements of ARG as of January 3, 2021 and December 29, 2019 and for the fiscal years ended January 3, 2021, December 29, 2019, and December 30, 2018. These consolidated financial statements are being provided for disclosure purposes only. ARG is not a party to the License Agreement or Development Agreement we sign with franchisees nor does it guarantee our obligations under the License Agreement or Development Agreement we sign with franchisees.

**22. CONTRACTS**

Name of Agreement	Exhibit
Development Agreement	C
License Agreement	D
Non-Traditional Restaurant Amendment to License Agreement	E
State-Specific Riders to License Agreement	F
General Release	G

**23. RECEIPTS**

Receipts appear in Exhibit J to this disclosure document.

Please acknowledge your receipt of this disclosure document by filling in the bottom portion of the enclosed detached Receipt, where indicated, with the appropriate information, and returning it to us *immediately*. Thank you!

**EXHIBIT A**  
**LISTS OF FRANCHISEES**

**EXHIBIT A-1**  
**List of Franchisees as of January 2, 2022**

State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
AK	ANCHORAGE	1439	1135 MULDOON RD	99504-2035	907-337-5714	DRG Meats Alaska, LLC
AK	KENAI	1650	10733 KENAI SPUR HWY	99611-7848	907-283-3911	DRG Meats Alaska, LLC
AK	WASILLA	6668	1750 E PARKS HWY	99654-7352	907-373-2729	DRG Meats Alaska, LLC
AK	SOLDOTNA	6759	44433 STERLING HWY	99669-7936	907-260-5648	DRG Meats Alaska, LLC
AK	EAGLE RIVER	7032	11716 OLD GLENN HWY	99577	907-696-7813	DRG Meats Alaska, LLC
AK	ANCHORAGE	7183	2850 C ST	99503	907-562-5562	DRG Meats Alaska, LLC
AK	Fairbanks	8914	1391 University Ave South	99709		DRG Meats Alaska, LLC
AL	PHENIX CITY	5757	1127 280 BYPASS	36867-5447	334-291-7636	SOUTHERN HOSPITALITY BEEF, LLC
AL	ALBERTVILLE	5917	7448 US HWY 431	35950-1129	256-891-1658	RTM OPERATING COMPANY LLC
AL	VALLEY	6967	3505 20TH AVE	36854-3206	334-768-0210	SOUTHERN HOSPITALITY BEEF, LLC
AL	LOXLEY	7110	126 FLYING K RD	36551-2601	251-964-2099	CAROLINECO, LP
AL	AUBURN	7156	1711 S COLLEGE ST	36830	334-887-6704	SOUTHERN HOSPITALITY BEEF, LLC
AL	SCOTTSBORO	7238	24751 JOHN T REID PKWY	35768	256-574-3591	RESTAURANT MANAGEMENT, INC.
AL	SATSUMA	7263	6109 US 43 S	36572	251-679-6259	PILOT TRAVEL CENTERS LLC
AL	OPELIKA	7491	2411 GATEWAY DR	36801-6890	334-749-1243	SOUTHERN HOSPITALITY BEEF, LLC
AL	CLANTON	7963	300 ARBY DR	35045	205-755-8104	CAROLINECO, LP
AL	EVERGREEN	8358	1101 HIGHWAY 84	36401	251-578-4496	CAROLINECO, LP
AL	OZARK	8437	3771 SOUTH US HWY 231	36360	334-445-0323	CAROLINECO, LP
AL	Hamilton	8762	1126 County Road 35	35570	205-754-3100	CAROLINECO, LP
AL	Lincoln	8967	75750 AL Hwy 77	35096	205-763-1531	PILOT TRAVEL CENTERS LLC
AR	NORTH LITTLE ROCK	1008	5324 JOHN F KENNEDY BLVD	72116-6704	501-753-3987	RB ARK RESTAURANTS, LLC
AR	FORT SMITH	1125	6611 ROGERS AVE	72903-4063	479-452-0094	RB ARK RESTAURANTS, LLC
AR	FORT SMITH	1191	4915 TOWSON AVE	72901-8425	479-646-9384	RB ARK RESTAURANTS, LLC
AR	JACKSONVILLE	1401	1001 W MAIN ST	72076-4301	501-982-0606	RB ARK RESTAURANTS, LLC
AR	SPRINGDALE	1489	908 S THOMPSON ST	72764-5232	479-756-2503	RB ARK RESTAURANTS, LLC
AR	ROGERS	1603	501 S 8TH ST	72756-4454	479-631-2304	RB ARK RESTAURANTS, LLC
AR	SILOAM SPRINGS	5397	1001 HIGHWAY 412 W	72761-4549	479-524-5972	RB ARK RESTAURANTS, LLC
AR	EL DORADO	5548	1000 N WEST AVE	71730-4661	870-862-9900	BARROW, INC.
AR	HOT SPRINGS	5576	3020 CENTRAL AVE	71913-6145	501-623-5902	RB ARK RESTAURANTS, LLC
AR	RUSSELLVILLE	5696	915 E MAIN ST	72801-5251	479-967-2520	RB ARK RESTAURANTS, LLC
AR	BENTONVILLE	5697	1202 N WALTON BLVD	72712-4131	479-273-1632	RB ARK RESTAURANTS, LLC
AR	SEARCY	5957	3100 E RACE AVE	72143-4867	501-279-2773	RB ARK RESTAURANTS, LLC
AR	CABOT	6562	10 RYELAND DR	72023-2987	501-941-5920	RB ARK RESTAURANTS, LLC
AR	FAYETTEVILLE	6675	1263 W. MARTIN LUTHER KING JR. BLVD.	72701-6313	479-571-2056	RB ARK RESTAURANTS, LLC
AR	GREENBRIER	6721	1075 HWY 65 NORTH	72058-9321	501-679-7272	RB ARK RESTAURANTS, LLC
AR	RUSSELLVILLE	7004	2321 N ARKANSAS AVENUE	72802-2219	479-890-9435	RB ARK RESTAURANTS, LLC
AR	ARKADELPHIA	702	1411 PINE ST	71923-4730	870-246-7150	RB ARK RESTAURANTS, LLC
AR	CONWAY	703	414 HARKRIDER ST	72032-5630	501-327-5142	RB ARK RESTAURANTS, LLC
AR	BRYANT	7047	2903 NORTH REYNOLDS ROAD	72022-9134	501-847-3551	RB ARK RESTAURANTS, LLC
AR	BENTON	711	900 MILITARY RD	72015-3315	501-327-5142	RB ARK RESTAURANTS, LLC
AR	VAN BUREN	7223	2234 FAYETTEVILLE RD	72956-6508	479-474-8888	RB ARK RESTAURANTS, LLC
AR	HARRISON	7322	1419 N HWY 62-65	72601	870-743-6739	RB MISSOURI SOUTH, LLC
AR	BATESVILLE	7437	1151 S SAINT LOUIS ST	72501-7226	870-307-0581	RB ARK RESTAURANTS, LLC
AR	ROGERS	7457	3929 W WALNUT ST	72756-1841	479-633-0092	RB ARK RESTAURANTS, LLC

**EXHIBIT A-1**  
**List of Franchisees as of January 2, 2022**

State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
AR	BENTONVILLE	7471	2807 SE 14TH ST	72712-6959	479-273-6605	RB ARK RESTAURANTS, LLC
AR	CLARKSVILLE	7481	1227 MARKET ST	72830-9042	479-337-8253	RB ARK RESTAURANTS, LLC
AR	GREENWOOD	7522	917 W CENTER ST	72936-3721	479-996-7441	RB ARK RESTAURANTS, LLC
AR	PINE BLUFF	7625	5507 S OLIVE ST	71603-7607	870-536-0204	RB ARK RESTAURANTS, LLC
AR	SHERWOOD	7653	3921 E KIEHL AVE	72120-3512	501-835-2983	RB ARK RESTAURANTS, LLC
AR	MOUNTAIN HOME	7723	2811 HIGHWAY 62 EAST	72653	870-492-4407	RB MISSOURI SOUTH, LLC
AR	FAYETTEVILLE	7745	220 EAST JOYCE BLVD	72703	479-582-2336	RB ARK RESTAURANTS, LLC
AR	NORTH LITTLE ROCK	7746	4560 E. MCCAIN BLVD	72117	501-945-4119	RB ARK RESTAURANTS, LLC
AR	LOWELL	7747	111 S. DIXIELAND STREET	72745	479-770-0092	RB ARK RESTAURANTS, LLC
AR	CONWAY	7748	810 ELSINGER BLVD	72032	501-327-2335	RB ARK RESTAURANTS, LLC
AR	MAUMELLE	7957	105 SAVANNAH DR	72113	501-851-3507	RB ARK RESTAURANTS, LLC
AR	SPRINGDALE	8235	7460 W. SUNSET AVE.	72762	479-306-4311	RB ARK RESTAURANTS, LLC
AR	HOT SPRINGS	8361	200 AIRPORT BLVD.	71913	501-623-8311	RB ARK RESTAURANTS, LLC
AR	LITTLE ROCK	8363	15510 CHENAL PKWY	72223	501-217-9855	RB ARK RESTAURANTS, LLC
AR	LITTLE ROCK	8423	2704 S. SHACKLEFORD RD.	72205	501-312-9234	RB ARK RESTAURANTS, LLC
AR	JONESBORO	8470	4112 JOHNSON AVE.	72401	870-933-6644	GHM INVESTMENTS, LLC
AR	PARAGOULD	8498	1606 W KINGS HWY	72450	870-573-8122	GHM INVESTMENTS, LLC
AR	JONESBORO	8631	723 E PARKER RD	72404	870-268-6868	GHM INVESTMENTS, LLC
AR	Malvern	8789	6716 Highway 171	72104	501-337-9545	CAROLINECO, LP
AR	Marion	8841	3226 I-55 Service Road North	72364	870-739-8505	GHM INVESTMENTS, LLC
AR	LITTLE ROCK	963	8212 GEYER SPRINGS RD	72209-4827	501-568-2834	RB ARK RESTAURANTS, LLC
AR	LITTLE ROCK	972	9624 N RODNEY PARHAM RD	72227-6210	501-227-4618	RB ARK RESTAURANTS, LLC
AZ	TEMPE	1031	525 W BROADWAY RD	85282	480-966-7085	KBP INSPIRED, LLC
AZ	PHOENIX	1072	3348 W BELL RD	85023	602-942-6819	KBP INSPIRED, LLC
AZ	PEORIA	1176	10320 N 91ST AVE	85345-6496	623-334-9423	KBP INSPIRED, LLC
AZ	KINGMAN	1180	3265 E ANDY DEVINE RD	86401-3701	928-757-5204	KBP INSPIRED, LLC
AZ	FLAGSTAFF	1246	1800 S MILTON RD #200	86001	928-774-8518	KBP INSPIRED, LLC
AZ	MESA	1261	6740 E MAIN ST	85205	480-981-1492	KBP INSPIRED, LLC
AZ	TUCSON	138	7285 E 22ND ST	85710	520-886-8221	CARDINAL RB ARIZONA, LLC
AZ	SCOTTSDALE	154	9049 E INDIAN BEND RD	85250	480-905-1814	KBP INSPIRED, LLC
AZ	YUMA	1609	2640 S 4TH AVE	85364	928-726-6507	WILLJOE 2, INC.
AZ	PHOENIX	1696	2402 W THOMAS RD	85015	602-354-8483	KBP INSPIRED, LLC
AZ	SCOTTSDALE	1714	7350 E MCDOWELL RD	85257	480-941-0543	KBP INSPIRED, LLC
AZ	SIERRA VISTA	1836	1999 E FRY BLVD	85635-2706	520-459-3838	CARDINAL RB ARIZONA, LLC
AZ	GILBERT	1885	715 N GILBERT RD	85234	480-926-3536	HIGH DESERT RESTAURANT MANAGEMENT CO.
AZ	LAKE HAVASU CITY	1997	240 SWANSON AVE	86403-0966	928-453-2255	KBP INSPIRED, LLC
AZ	SUN CITY	1999	17032 N 99 AVE	85373	623-977-1003	KBP INSPIRED, LLC
AZ	PHOENIX	219	3826 E THOMAS RD	85018	602-957-0135	KBP INSPIRED, LLC
AZ	TEMPE	279	1392 W ELLIOT RD	85283	480-212-3856	KBP INSPIRED, LLC
AZ	SUN CITY WEST	334	13607 W CAMINO DEL SOL	85375-4413	623-546-1598	KBP INSPIRED, LLC
AZ	PHOENIX	404	119 E BASELINE RD	85040	602-268-0910	KBP INSPIRED, LLC
AZ	PRESCOTT	5055	1265 IRON SPRINGS RD	86305-1411	928-778-7242	KBP INSPIRED, LLC
AZ	CHANDLER	5182	2110 N ARIZONA AVE	85224	480-732-9325	KBP INSPIRED, LLC
AZ	GLENDALE	5186	4906 W THUNDERBIRD RD	85306	602-843-6441	AZARB, LLC

**EXHIBIT A-1**  
**List of Franchisees as of January 2, 2022**

State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
AZ	APACHE JUNCTION	5410	2323 W APACHE TRAIL	85120	480-983-6386	AZARB, LLC
AZ	TUCSON	5472	7920 E SPEEDWAY BLVD	85710	520-296-5171	CARDINAL RB ARIZONA, LLC
AZ	TUCSON	5577	5275 S PALO VERDE RD	85706	520-889-7797	CARDINAL RB ARIZONA, LLC
AZ	PRESCOTT VALLEY	5581	7650 E STATE ROUTE 69	86314-2227	928-775-4252	KBP INSPIRED, LLC
AZ	CASA GRANDE	5829	1220 E FLORENCE BLVD #14	85122	520-421-0030	KBP INSPIRED, LLC
AZ	TUCSON	5918	5759 E BROADWAY BLVD	85711	520-747-4030	CARDINAL RB ARIZONA, LLC
AZ	GOODYEAR	6009	442 N LITCHFIELD RD	85338	623-932-1515	KBP INSPIRED, LLC
AZ	TAYLOR	6142	875 N MAIN ST	85939	928-536-9199	KBP INSPIRED, LLC
AZ	BULLHEAD CITY	6201	2320 HIGHWAY 95	86442-7303	928-758-7076	KBP INSPIRED, LLC
AZ	PHOENIX	624	6850 N 35 AVE	85017	602-841-8129	KBP INSPIRED, LLC
AZ	PHOENIX	6481	17031 N TATUM BLVD	85032	602-493-4935	KBP INSPIRED, LLC
AZ	PHOENIX	6800	835 E BELL RD	85022	602-439-8079	KBP INSPIRED, LLC
AZ	ELOY	6895	5000 NORTH SUNLAND GIN ROAD	85131	520-423-2104	CAROLINECO, LP
AZ	MESA	6947	1923 E MCKELLIPS RD	85203-2865	480-833-9314	KBP INSPIRED, LLC
AZ	TUCSON	7019	16338 N ORACLE RD	85739	520-818-2456	WESTERN ROUND, INC.
AZ	MESA	7030	2130 S POWER RD	85209	480-985-1840	KBP INSPIRED, LLC
AZ	SHOW LOW	7033	680 W DEUCE OF CLUBS	85901-5812	928-537-4413	KBP INSPIRED, LLC
AZ	Chandler	7048	2900 South Alma School Road	85248	480-821-8008	KBP INSPIRED, LLC
AZ	PHOENIX	7077	2220 W DEER VALLEY RD	85027	623-879-0528	KBP INSPIRED, LLC
AZ	MESA	7116	1927 N HIGLEY RD	85205	480-218-5097	KBP INSPIRED, LLC
AZ	MESA	7117	1060 S COUNTRY CLUB DR	85210-4643	480-222-0020	KBP INSPIRED, LLC
AZ	TUCSON	7534	1893 W GRANT RD	85745-1203	520-792-4234	CARDINAL RB ARIZONA, LLC
AZ	CHANDLER	7640	7001 W SUNDUST RD # 5022	85226-5126	520-796-1232	CAROLINECO, LP
AZ	PEORIA	7742	18735 NORTH 83RD AVENUE	85382	623-825-4696	KBP INSPIRED, LLC
AZ	MARICOPA	7760	21600 N. JOHN WAYNE PARKWAY	85239	520-868-6266	KBP INSPIRED, LLC
AZ	TUCSON	792	1530 WEST VALENCIA ROAD	85746	520-434-2955	CARDINAL RB ARIZONA, LLC
AZ	MESA	7974	953 NORTH DOBSON	85201	480-962-3775	KBP INSPIRED, LLC
AZ	GREEN VALLEY	8214	19220 S. I-19	85614	520-648-7774	WESTERN ROUND, INC.
AZ	PHOENIX	8220	7610 WEST LOWER BUCKEYE RD	85043	623-936-1253	KBP INSPIRED, LLC
AZ	GILBERT	8238	2889 S. MARKET ST	85295	480-792-6659	KBP INSPIRED, LLC
AZ	SAFFORD	8251	1720 WEST THATCHER BLVD	85546	928-348-6912	KBP INSPIRED, LLC
AZ	YUMA	8258	2000 SOUTH AVE 3 E	85365	928-317-8833	WILLJOE 2, INC.
AZ	ORO VALLEY	8297	8060 N. ORACLE	85704	520-544-6003	CARDINAL RB ARIZONA, LLC
AZ	GLENDALE	8362	8282 WEST CAMELBACK RD	85303	623-877-3550	KBP INSPIRED, LLC
AZ	PAYSON	8621	167 NORTH BEELINE HWY	85541	928-363-4077	KBP INSPIRED, LLC
AZ	WICKENBURG	8647	37770 NORTH VULTURE MINE RD.	85390	928-684-4976	AMAC LLC
AZ	TUCSON	8673	10115 EAST OLD VAIL RD.	85747	520-393-3978	CARDINAL RB ARIZONA, LLC
AZ	Marana	8763	5640 W. Cortaro Farms Rd	85742	520-572-2102	CARDINAL RB ARIZONA, LLC
AZ	Tucson	8805	4405 N. 1st Ave	85719	520-269-2491	CARDINAL RB ARIZONA, LLC
AZ	Sahuarita	8825	700 West Sahuarita Road	85629	520-449-8622	CARDINAL RB ARIZONA, LLC
AZ	Mayer	8833	14414 South Cross L Road	86333	928-227-9764	CAROLINECO, LP
CA	SAN DIEGO	1009	7110 CLAIREMONT MESA BLVD.	92111	858-292-1174	SA FOOD SERVICE, LLC
CA	LAKE FOREST	1011	23862 BRIDGER RD	92630	949-581-1082	SMART MANAGEMENT & CO., INC.



**EXHIBIT A-1**  
**List of Franchisees as of January 2, 2022**

State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
CA	MODESTO	1141	2100-F STANDIFORD AVE	95350	209-529-5924	KSR CONCEPTS, INC.
CA	ANAHEIM	1162	1646 - 1&2 W KATELLA AVE	92802	714-535-1813	HUY TRAN
CA	SACRAMENTO	1166	4301 ELKHORN BLVD	95842	916-344-1339	JAZZ ENTERPRISE, INC.
CA	LONG BEACH	1314	3602 ATLANTIC AVENUE	90807	562-427-9575	SMRT RB LLC
CA	HOLLYWOOD	150	5920 W SUNSET BLVD	90028	323-460-4000	NOTIVEL ENTERPRISES, INC.
CA	HEMET	1546	2915 W FLORIDA AVE	92545	951-658-0412	SA FOOD SERVICE, LLC
CA	VISALIA	1768	4225 W NOBLE AVE	93277-1633	559-627-6702	LITTLE ROCK MANAGEMENT, INC.
CA	FRESNO	1967	6410 N BLACKSTONE AVE	93710-3501	559-431-7006	LITTLE ROCK MANAGEMENT, INC.
CA	HUNTINGTON BEACH	215	7942 EDINGER AVE	92647	714-842-5280	SMART MANAGEMENT & CO., INC.
CA	EL CAJON	231	325 N 2ND ST	92021-6445	619-579-5162	SA FOOD SERVICE, LLC
CA	SUNNYVALE	256	601 S BERNARDO AVE	94087	408-733-6434	ALTAMIRA CORPORATION
CA	MISSION HILLS	294	11010 SEPULVEDA BLVD	91345	818-361-7279	QF3 CORP.
CA	INGLEWOOD	329	913 W MANCHESTER BLVD	90301	310-645-8626	KWON FRANCHISE FOODS, INC.
CA	CANOGA PARK	390	7011 TOPANGA CANYON BLVD	91303	818-347-0637	SMRT RB LLC
CA	San Diego	392	3777 Midway Drive	92110	619-226-8174	SA FOOD SERVICE, LLC
CA	RESEDA	398	6850 RESEDA BLVD	91335-4204	818-697-5888	CALBEES ENTERPRISES, INC.
CA	REDONDO BEACH	433	1212 S PACIFIC COAST HWY	90277	310-947-2751	RB REDONDO PARTNERS
CA	SANTA MARIA	5077	2326 S BROADWAY	93454	805-922-7207	GOLD COAST RESTAURANTS, INC.
CA	CANYON COUNTRY	5141	27590 SIERRA HWY	91351-3091	661-251-0590	LITTLE ROCK MANAGEMENT, INC.
CA	LAKESIDE	5172	12136 WOODSIDE AVE	92040	619-390-0369	SA FOOD SERVICE, LLC
CA	SAN MARCOS	5221	1280 W SAN MARCOS BLVD	92069	760-471-8771	SMRT RB LLC
CA	BAKERSFIELD	5425	2610 BUCK OWENS BLVD	93308	661-323-9739	LITTLE ROCK MANAGEMENT, INC.
CA	FRESNO	5524	4181 E ASHLAN AVE	93726	559-222-6939	LITTLE ROCK MANAGEMENT, INC.
CA	SAN BERNARDINO	5557	670 SE ST	92408-1906	909-381-5119	FMSRS INC.
CA	TRACY	5583	745 W CLOVER RD	95376	209-835-5484	DEEP S SAGOO, INC.
CA	IRVINE	5588	76 CORPORATE PARK	92606	949-250-3262	SMART MANAGEMENT & CO., INC.
CA	RIVERSIDE	5597	10160 HOLE AVE	92503	951-359-5662	J.C. MANAGEMENT, INC.
CA	TORRANCE	5735	1525 W SEPULVEDA BLVD	90501	310-530-9148	SMART MANAGEMENT & CO., INC.
CA	BUENA PARK	5755	6801 BEACH BLVD	90620	714-994-0899	J.C. MANAGEMENT, INC.
CA	SACRAMENTO	5771	5845 MADISON AVE	95841-4803	916-344-8381	G H RESTAURANTS, INC.
CA	REDLANDS	5779	1245 W COLTON AVE	92374-2861	909-335-2729	SMRT RB LLC
CA	SACRAMENTO	5803	2238 ARDEN WAY	95825	916-920-3480	DANAMIC MANAGEMENT INC.
CA	LAKESIDE	5853	5920 E SOUTH ST	90713	562-867-2883	LAMMARK MANAGEMENT, LLC
CA	BARSTOW	5886	2791 LENWOOD RD	92311	760-253-3337	DRG MEATS LENWOOD, LLC
CA	ROCKLIN	5910	4400 ROCKLIN RD	95677	916-624-5442	JAZZ ENTERPRISE, INC.
CA	UPLAND	5974	1299 E FOOTHILL BLVD	91786	909-920-4228	SMRT RB LLC
CA	ROHNERT PARK	6001	4799 REDWOOD DR	94928	707-584-7702	KANG FOODS LLC
CA	APPLE VALLEY	6032	21550 BEAR VALLEY RD	92308	760-240-6661	LITTLE ROCK MANAGEMENT, INC.
CA	PALM DESERT	6039	72795 HWY 111	92260	760-779-0604	A&KRB LLC

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State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
CA	CHICO	6095	2485 NOTRE DAME BLVD	95928	530-345-6457	KANG FOODS LLC
CA	RANCHO CORDOVA	6121	3090 SUNRISE BLVD	95670	916-638-8897	DANAMIC MANAGEMENT INC.
CA	RED BLUFF	6166	1065 S MAIN ST	96080	530-529-5640	GOLDEN BEAR RESTAURANT GROUP, INC.
CA	FOOTHILL RANCH	6533	26801 PORTOLA PKWY	92610	949-830-8862	LAMMARK MANAGEMENT, LLC
CA	TEMECULA	6654	27702 JEFFERSON AVENUE	92590	951-676-1432	J.C. MANAGEMENT, INC.
CA	BREA	6802	2525 E IMPERIAL HWY	92821	714-671-6888	LAMMARK MANAGEMENT, LLC
CA	PALMDALE	6993	1037 RANCHO VISTA	93551	661-947-5299	LITTLE ROCK MANAGEMENT, INC.
CA	VICTORVILLE	7041	15122 BEAR VALLEY RD	92392	760-952-2606	DAVID & DELILA MANAGEMENT, INC.
CA	CHULA VISTA	7057	2244 OTAY LAKES RD	91915	619-482-0265	SA FOOD SERVICE, LLC
CA	BAKER	7087	72431 BAKER BLVD	92309	760-733-4006	LITTLE ROCK MANAGEMENT, INC.
CA	MURRIETA	7132	25251 MADISON AVENUE	92562	951-461-1161	SA FOOD SERVICE, LLC
CA	BAKERSFIELD	7133	8290 ROSEDALE HWY	93308	661-587-7314	LITTLE ROCK MANAGEMENT, INC.
CA	CORNING	7161	3524 S HWY 99 W	96021	530-824-4646	TA OPERATING CORPORATION
CA	COACHELLA	7210	46155 DILLON RD	92236	760-342-6200	TA OPERATING CORPORATION
CA	RIPON	7228	1553 COLONY RD	95366-9419	209-599-7560	LOVE'S COUNTRY STORES OF CALIFORNIA, INC.
CA	LOST HILLS	7387	21948 HIGHWAY 46	93249-9733	661-797-1800	LOVE'S COUNTRY STORES OF CALIFORNIA, INC.
CA	STOCKTON	7447	6248 PACIFIC AVE	95207-3712	209-954-0929	DEEP S SAGOO, INC.
CA	HESPERIA	7741	13140 E. MAIN STREET	92345	760-244-5000	DAVID & DELILA MANAGEMENT, INC.
CA	HUNTINGTON BEACH	808	19051 BROOKHURST ST	92646	714-964-5877	SMART MANAGEMENT & CO., INC.
CA	ORANGE	8314	1107 N. TUSTIN ST.	92867	714-538-5407	AT MANAGEMENT GROUP, INC.
CA	CHINO HILLS	8332	4767 CHINO HILLS PKWY	91709	909-393-3337	UCAN ENTERPRISES, LLC
CA	VICTORVILLE	8406	14689 LAPAZ DR	92392	760-951-0900	LITTLE ROCK MANAGEMENT, INC.
CA	EDWARDS AIR FORCE BASE	8407	240 W. FITZGERALD BLVD	93524	661-258-1078	ARMY & AIR FORCE EXCHANGE SERVICE
CA	LODI	8466	15244 N. THORNTON RD.	95242	209-333-9758	CAROLINECO, LP
CA	TRAVIS AIR FORCE BASE	8490	461 SKYMASTER CIRCLE	94535	707-437-4490	ARMY & AIR FORCE EXCHANGE SERVICE
CA	ESCONDIDO	8522	320 WEST MISSION AVE.	92025	760-747-1290	SA FOOD SERVICE, LLC
CA	YUCCA VALLEY	8534	57622 29 PALMS HWY	92284	760-228-0104	SA FOOD SERVICE, LLC
CA	SYLMAR	8564	12655 GLENOAKS BLVD.	91342	818-362-6000	CALBEES ENTERPRISES, INC.
CA	LEBEC	8566	5821 DENNIS MCCARTHY DR.	93243	661-663-4341	TA OPERATING LLC
CA	SIMI VALLEY	8571	1408 EAST LOS ANGELES AVE.	93065	805-638-0233	SMART MANAGEMENT & CO., INC.
CA	FAIRFIELD	8637	4445 CENTRAL PLACE	94534	707-419-5795	SA FOOD SERVICE, LLC
CA	ONTARIO	8646	2410 SOUTH ARCHIBALD AVE.	91761	909-923-0528	A&KRB LLC
CA	Elk Grove	8657	8511 Elk Grove Blvd.	95624	916-685-0500	Elk Grove Meats, LLC
CA	VENTURA	8734	4724 TELEPHONE ROAD	93003	805-644-9500	SA FOOD SERVICE, LLC
CA	MADERA	8766	3175 Avenue 17	93637	559-661-1012	CAROLINECO, LP
CA	Woodland	8806	85 W. Court Street	95695	530-665-6177	KANG FOODS LLC

**EXHIBIT A-1**  
**List of Franchisees as of January 2, 2022**

State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
CA	Indio	8836	82-111 Avenue 42	92203	760-775-2791	A&KRB LLC
CA	Ridgecrest	8838	206 S China Lake Blvd	93555	760-371-9090	LITTLE ROCK MANAGEMENT, INC.
CA	Williams	8845	100 Marguerite Street	95987	530-473-3030	CAROLINECO, LP
CA	Rialto	8859	1225 West Foothill Boulevard	92376	909-961-2284	THE NOBLE COMET LLC
CA	Anderson	8891	2000 Arby Way	96007-4332	530-360-6676	GOLDEN BEAR RESTAURANT GROUP, INC.
CA	Calimesa	8940	1036 Cherry Valley Blvd	92320		A&KRB LLC
CA	THOUSAND OAKS	919	1140 THOUSAND OAKS BLVD	91360	805-497-6999	SMART MANAGEMENT & CO., INC.
CO	COLORADO SPRINGS	1050	328 E FILLMORE ST	80907	719-636-3086	RB COLORADO, LLC
CO	STERLING	1137	905 W MAIN ST	80751-2827	970-522-7233	RONCO, LLC
CO	PUEBLO	1207	719 W US HIGHWAY 50	81008-1603	719-543-7750	RB COLORADO, LLC
CO	LOVELAND	1209	1617 EAST EISENHOWER BLVD.	80537	970-203-0584	RB COLORADO, LLC
CO	DENVER	124	4363 SHERIDAN BLVD	80212	303-424-5433	RB COLORADO, LLC
CO	LITTLETON	1537	5685 S BROADWAY	80121	303-795-7170	RB COLORADO, LLC
CO	AURORA	1592	1099 S BLACKHAWK ST	80012	303-368-8439	RB COLORADO, LLC
CO	PUEBLO	1640	3800 WEST NORTHERN AVENUE	81005	719-564-8545	RB COLORADO, LLC
CO	COLORADO SPRINGS	1762	5710 NORTH ACADEMY BLVD.	80918	719-528-1217	RB COLORADO, LLC
CO	SILVERTHORNE	1863	165 STEPHENS WAY	80498	970-468-0242	RB COLORADO, LLC
CO	THORNTON	1972	3903 E 120TH AVE	80233	303-452-0622	RB COLORADO, LLC
CO	AURORA	1973	4350 S BUCKLEY RD	80015-2728	303-693-6842	RB COLORADO, LLC
CO	LAKEWOOD	266	11611 W COLFAX AVE	80215	303-233-0447	RB COLORADO, LLC
CO	ARVADA	285	5800 WADSWORTH BLVD	80003	303-424-4390	RB COLORADO, LLC
CO	THORNTON	293	501 E 84TH AVE.	80229	303-287-4965	RB COLORADO, LLC
CO	LAKEWOOD	379	6441 W COLFAX AVE	80214	303-238-8560	RB COLORADO, LLC
CO	WESTMINSTER	397	5130 W 92 AVE	80031	303-650-5892	RB COLORADO, LLC
CO	FORT COLLINS	446	3460 S COLLEGE AVE	80525	970-226-2356	RB COLORADO, LLC
CO	FORT MORGAN	5241	1218 N MAIN ST	80701	970-867-6888	FORT MORGAN R.B., INC.
CO	ALAMOSA	5253	1705 MAIN ST	81101	719-589-2747	SOUL FOODS LLC
CO	BURLINGTON	5416	300 S LINCOLN ST	80807	719-346-5484	RB COLORADO, LLC
CO	COLORADO SPRINGS	5477	331 SOUTH NEVADA AVE	80903	719-577-4101	RB COLORADO, LLC
CO	LIMON	5498	2221 W 6TH ST	80828	719-775-2024	RB COLORADO, LLC
CO	DENVER	591	1480 S COLORADO BLVD	80222	303-757-4244	RB COLORADO, LLC
CO	WESTMINSTER	5926	7055 N FEDERAL	80030	303-429-6533	RB COLORADO, LLC
CO	LONGMONT	6377	10809 TURNER BLVD	80504	303-682-8938	RB COLORADO, LLC
CO	MONTROSE	6389	1701 E MAIN ST	81401	970-240-4277	RB COLORADO, LLC
CO	DENVER	639	8850 E HAMPDEN AVE	80231	303-770-7900	RB COLORADO, LLC
CO	PARKER	6483	9831 S PARKER RD	80134	303-841-8048	RB COLORADO, LLC
CO	BRIGHTON	6600	15190 BRIGHTON RD	80601-7304	303-637-7103	RB COLORADO, LLC

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State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
CO	ARVADA	6648	7990 WADSWORTH BLVD	80003	303-432-0073	RB COLORADO, LLC
CO	COLORADO SPRINGS	6676	1680 E CHEYENNE MOUNTAIN BLVD	80906	719-579-0536	RB COLORADO, LLC
CO	COLORADO SPRINGS	6831	393 S EIGHTH ST	80905	719-328-9134	RB COLORADO, LLC
CO	COMMERCE CITY	6837	5995 DEXTER ST	80022	303-853-0844	RB COLORADO, LLC
CO	GREENWOOD VILLAGE	6842	6626 SOUTH YOSEMITE COURT	80111	303-792-9809	RB COLORADO, LLC
CO	LONE TREE	6878	7455 PARK MEADOWS DR.	80124	303-925-0205	RB COLORADO, LLC
CO	FORT COLLINS	6879	7601 WESTGATE DRIVE	80528-9363	970-225-6064	RB COLORADO, LLC
CO	CASTLE ROCK	6880	742 GENOA WAY	80109	303-663-3957	RB COLORADO, LLC
CO	LAKEWOOD	6881	6925 W ALAMEDA AVENUE	80226	303-233-5063	RB COLORADO, LLC
CO	CORTEZ	6915	504 S BROADWAY	81321	970-565-1856	RB COLORADO, LLC
CO	MONUMENT	6980	540 HWY 105	80132	719-487-8583	RB COLORADO, LLC
CO	DENVER	7399	3740 QUEBEC ST	80207-1600	303-996-1897	RB COLORADO, LLC
CO	LITTLETON	7483	8144 S KIPLING PKWY.	80127-3974	303-973-2177	RB COLORADO, LLC
CO	COLORADO SPRINGS	7617	5870 STETSON HILLS BLVD	80922-3563	719-591-7322	RB COLORADO, LLC
CO	FORT CARSON	8383	1804 PRUSSMAN BLVD.	80913	719-226-1269	ARMY & AIR FORCE EXCHANGE SERVICE
CO	COLORADO SPRINGS	8414	615 GARDEN OF THE GODS RD.	80907	719-531-5072	RB COLORADO, LLC
CO	FOUNTAIN	8422	7010 MESA RIDGE PARKWAY	80817	719-392-4363	RB COLORADO, LLC
CO	WOODLAND PARK	8461	407 E. HIGHWAY 24	80863	719-687-4453	RB COLORADO, LLC
CO	LITTLETON	8491	161 W. MINERAL AVE.	80120	303-798-2598	RB COLORADO, LLC
CO	COLORADO SPRINGS	8499	9657 PROMINENT POINT	80924	719-495-9043	RB COLORADO, LLC
CO	GRAND JUNCTION	8500	2468 US HWY 6 & 50	81505	970-245-0549	RB COLORADO, LLC
CO	DENVER	8508	18408 EAST 47TH AVENUE	80249	303-307-1395	RB COLORADO, LLC
CO	PARKER	8516	12245 LIONESSE WAY	80134	303-799-1151	RB COLORADO, LLC
CO	DENVER	8531	4390 N. PEORIA ST.	80239	303-371-8117	RB COLORADO, LLC
CO	AURORA	8547	14475 E. ARAPAHOE RD.	80016	303-693-2119	RB COLORADO, LLC
CO	LAFAYETTE	8548	650 N. HIGHWAY 287	80026	303-665-1348	RB COLORADO, LLC
CO	THORNTON	8549	200 EAST 144TH AVE.	80023	303-451-0396	RB COLORADO, LLC
CO	DELTA	8555	107 GUNNISON RIVER PKWY	81416	970-874-5734	RB COLORADO, LLC
CO	LAKEWOOD	858	7637 W JEWELL	80232	303-985-3457	RB COLORADO, LLC
CO	GREELEY	8598	4413 CENTERPLACE DR.	80634	970-330-4156	RB COLORADO, LLC
CO	BRIGHTON	8600	2133 PRAIRIE CENTER PKWY	80601	303-659-4553	RB COLORADO, LLC
CO	FT. COLLINS	8601	1872 NORTH COLLEGE AVE.	80524	970-825-5715	Quality Meats West LLC
CO	BROOMFIELD	8624	8950 METRO AIRPORT AVE.	80020	303-469-2783	RB COLORADO, LLC
CO	DENVER	8663	2260 SOUTH PARKER RD.	80247	303-750-0074	RB COLORADO, LLC
CO	GLENWOOD SPRINGS	8664	51171 HIGHWAY 6 & 24	81601	970-945-9312	RB COLORADO, LLC
CO	NORTHGLENN	8684	850 WEST 104TH AVE.	80234	303-450-5328	RB COLORADO, LLC
CO	MONUMENT	8685	15455 TERAZZO DRIVE	80132	719-481-8810	RB COLORADO, LLC
CO	RIFLE	8695	500 AIRPORT ROAD	81650	970-625-4432	RB COLORADO, LLC
CO	Johnstown	8697	4806 Larimer Pkwy	80534	970-663-0611	Quality Meats West LLC
CO	GUNNISON	8707	800 E TOMICHI AVE - TEMP	81230	970-641-8851	RB COLORADO, LLC

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State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
CO	Windsor	8742	6435 Crossroads Blvd.	80550	970-667-0979	Quality Meats West LLC
CO	Falcon	8936	11605 Meridian Market View	80831	719-315-9680	RB COLORADO, LLC
CO	Clifton	8938	3230 I-70 Business Loop	81520	719-315-9680	RB COLORADO, LLC
CO	GRAND JUNCTION	917	1155 NORTH AVE	81501	970-245-2907	RB COLORADO, LLC
CO	COLORADO SPRINGS	946	1312 N ACADEMY BLVD	80909	719-574-7782	RB COLORADO, LLC
CO	LONGMONT	964	2150 N MAIN ST	80501	303-772-1766	RB COLORADO, LLC
CO	GREELEY	999	3010 W TENTH ST	80634	970-353-4151	RB COLORADO, LLC
DE	MILLSBORO	1918	28669 E DUPONT HWY	19966	302-934-6710	SUSSEX FOOD SERVICES, INC.
DE	LEWES	5018	17719 COSTAL HWY	19958	302-645-7476	SUSSEX FOOD SERVICES, INC.
DE	CLAYMONT	5022	2719 PHILADELPHIA PIKE	19703	302-798-7882	ACW CORPORATION
DE	SEAFORD	5608	24043 SUSSEX HWY	19973	302-628-9444	ACW CORPORATION
DE	NEW CASTLE	5683	134 N DUPONT HWY	19720	302-324-9500	ACW CORPORATION
DE	WILMINGTON	59	4000 CONCORD PIKE N	19803	302-478-1906	ACW CORPORATION
DE	NEWARK	6066	13 POSSUM PARK MALL	19711	302-368-5661	ACW NEW JERSEY, INC.
DE	HARRINGTON	6134	16994 S DUPONT HWY	19952	302-398-8722	ACW NEW JERSEY, INC.
DE	WILMINGTON	631	3211 KIRKWOOD HWY	19808	302-995-1720	ACW CORPORATION
DE	WOODSIDE	6545	6928 SOUTH DUPONT HWY	19980	302-698-1818	CATO, INCORPORATED
DE	GLASGOW	6704	2409 PULASKI HWY	19702	302-292-2292	ACW NEW JERSEY, INC.
DE	SELBYVILLE	7154	9 S DUPONT HWY	19975	302-436-8462	CATO, INCORPORATED
DE	DOVER	7170	1200 FORREST AVE	19904-3311	302-678-0427	CATO, INCORPORATED
DE	GEORGETOWN	7281	510 N DUPONT HWY	19947	302-856-1022	CATO, INCORPORATED
DE	MIDDLETOWN	7515	101 SANDHILL DR	19709	302-376-3530	ACW NEW JERSEY, INC.
FL	FORT MYERS	1319	12126 S CLEVELAND AVE	33907-3719	239-939-4688	AES MIDWEST, LLC
FL	PLANT CITY	135	1909 FRONTAGE RD	33566	813-719-3321	MOSAIC RBFL LLC
FL	VENICE	1350	430 US HWY 41 BYPASS	34292	941-488-7500	MOSAIC RBFL LLC
FL	CLEARWATER	1499	30263 US HWY 19 N	33761	727-784-3082	MOSAIC RBFL LLC
FL	BRADENTON	1511	3608 1ST ST W	34208	941-746-7560	MOSAIC RBFL LLC
FL	TARPON SPRINGS	156	40972 US HWY 19 N	34689	727-942-8810	MOSAIC RBFL LLC
FL	WEST MELBOURNE	1636	2300 W NEW HAVEN AVE	32904-3708	321-951-9082	KBP INSPIRED, LLC
FL	KISSIMMEE	1686	5015 W IRLO BRONSON MEMORIAL HWY	34746-5344	407-396-0606	KBP INSPIRED, LLC
FL	SEBRING	1695	3440 US HWY 27 S	33870	863-382-3646	MOSAIC RBFL LLC
FL	TITUSVILLE	1697	3620 S WASHINGTON	32780-5737	321-383-0318	KBP INSPIRED, LLC
FL	LARGO	1699	6640 ULMERTON RD	33771	727-536-2835	MOSAIC RBFL LLC
FL	MERRITT ISLAND	1704	920 N COURTENAY PKWY	32953-4532	321-459-2944	KBP INSPIRED, LLC
FL	ROCKLEDGE	1737	1050 US HWY 1	32955-2716	321-631-7459	KBP INSPIRED, LLC
FL	APOPKA	1797	3011 E SEMORAN BLVD	32703-5941	407-774-3111	KBP INSPIRED, LLC
FL	DAYTONA BEACH	1813	1800 S RIDGEWOOD AVE	32119-2237	386-760-1893	KBP INSPIRED, LLC
FL	ORLANDO	1824	8586 S ORANGE BLOSSOM TRAIL	32809-7971	407-859-9077	KBP INSPIRED, LLC
FL	FORT MYERS	1847	13050 N CLEVELAND AVE	33903-4829	239-656-6113	AES MIDWEST, LLC
FL	ORANGE CITY	1984	2495 ENTERPRISE RD	32763-7959	386-775-9322	KBP INSPIRED, LLC
FL	OCALA	226	2811 SW COLLEGE RD	34474-4425	352-237-1180	KBP INSPIRED, LLC
FL	CASSELBERRY	264	1463 E SEMORAN BLVD	32707-6505	407-677-8177	KBP INSPIRED, LLC
FL	PALM BAY	269	1156 MALABAR RD SE	32907-3253	321-727-9767	KBP INSPIRED, LLC
FL	LARGO	487	12260 SEMINOLE BLVD	33778	727-584-3065	MOSAIC RBFL LLC

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FL	PALM BEACH GARDENS	5185	3802 NORTHLAKE BLVD	33410	561-775-7505	MOSAIC RBFL LLC
FL	WINTER SPRINGS	5423	1305 TUSKAWILLA RD	32708-5064	407-695-8700	KBP INSPIRED, LLC
FL	KISSIMMEE	5556	219 W VINE ST	34741	407-846-9129	KBP INSPIRED, LLC
FL	EUSTIS	5616	16005 US HWY 441	32726-6505	352-589-7433	KBP INSPIRED, LLC
FL	OCOOE	5768	11193 W COLONIAL DR	34761-2978	407-656-2241	KBP INSPIRED, LLC
FL	DE LAND	5787	1438 N WOODLAND BLVD	32720-2269	386-734-4471	KBP INSPIRED, LLC
FL	ZEPHYRHILLS	5906	7446 GALL BLVD	33541-4310	813-783-3877	MOSAIC RBFL LLC
FL	ORLANDO	5927	2600 S ORANGE AVE	32806-4548	407-841-6276	KBP INSPIRED, LLC
FL	FORT MYERS	5992	9290 DANIELS PKWY	33912-1818	239-768-2005	AES MIDWEST, LLC
FL	VERO BEACH	6124	1605 S US HWY 1	32960-5542	772-770-1281	MOSAIC RBFL LLC
FL	PORT CHARLOTTE	6153	1380 TAMIAMI TRAIL	33948	941-255-0213	AES MIDWEST, LLC
FL	NEW PORT RICHEY	6185	7125 STATE ROAD 54	34653	727-372-7978	MOSAIC RBFL LLC
FL	PORT ST. LUCIE	6273	10055 S FEDERAL HWY	34952	772-335-8006	MOSAIC RBFL LLC
FL	BROOKSVILLE	6285	12915 CORTEZ BLVD	34613	352-596-6605	MOSAIC RBFL LLC
FL	CAPE CORAL	6328	47 HANCOCK BRIDGE PKWY	33991	239-458-4142	AES MIDWEST, LLC
FL	NAPLES	6401	2436 PINE RIDGE RD	34109-2007	239-434-2264	AES MIDWEST, LLC
FL	LAMONT	6502	5200 S. JEFFERSON ST	32336	850-997-5594	LAND O'SUN MANAGEMENT CORPORATION
FL	MARIANNA	6511	2209 HWY 71	32448	850-482-8999	PILOT CORPORATION
FL	MADISON	6555	3907 SW STATE RD 14	32340	850-973-9872	LAND O'SUN MANAGEMENT CORPORATION
FL	CLEARWATER	66	1920 GULF-TO-BAY BLVD	33765	727-446-1694	MOSAIC RBFL LLC
FL	FORT PIERCE	6742	7150 OKEECHOBEE RD	34954	772-460-5777	CAROLINECO, LP
FL	LAKE MARY	701	4620 W LAKE MARY BLVD	32746-4302	407-333-7901	KBP INSPIRED, LLC
FL	ESTERO	7155	9975 CORKSCREW RD	33928	239-390-1702	MOSAIC RBFL LLC
FL	PUNTA GORDA	7265	26505 JONES LOOP RD	33950	941-637-1434	PILOT CORPORATION
FL	TAMPA	7304	5620 W WATERS AVE	33634	813-882-3765	MOSAIC RBFL LLC
FL	SEFFNER	7324	11706 TAMPA GATEWAY BLVD	33584	813-262-1560	TA OPERATING CORPORATION
FL	ORLANDO	7382	4025 E COLONIAL DR	32803-5211	407-895-7005	KBP INSPIRED, LLC
FL	POLK CITY	7411	1800 STATE ROAD 559	33868-9368	863-984-8069	CAROLINECO, LP
FL	OCALA	7416	4032 W HIGHWAY 326	34482-7612	352-867-0084	PILOT CORPORATION
FL	JACKSONVILLE	7497	1024 US HIGHWAY 301 S	32234-3600	904-266-4281	TA OPERATING LLC
FL	STUART	7518	3330 SE FEDERAL HWY	34997-4914	772-219-8280	MOSAIC RBFL LLC
FL	LUTZ	7541	22820 STATE ROAD 54	33549-6985	813-909-9161	MOSAIC RBFL LLC
FL	ROYAL PALM BEACH	7555	9970 BELVEDERE RD	33411-3518	561-651-0706	MOSAIC RBFL LLC
FL	GAINESVILLE	7718	3960 SOUTHWEST ARCHER ROAD	32608	352-244-0481	LAND O'SUN MANAGEMENT CORPORATION
FL	PORT ST. LUCIE	7772	1621 NW ST. LUCIE WEST BLVD.	34986	772-204-8877	MOSAIC RBFL LLC
FL	ORMOND BEACH	7779	1657 US HIGHWAY 1	32174	386-671-9585	CAROLINECO, LP
FL	LADY LAKE	7882	550 N. HWY 27/441	32159	352-391-5257	KBP INSPIRED, LLC
FL	Lehigh Acres	7978	1240 HOMESTEAD RD NORTH	33936	239-303-2968	AES MIDWEST, LLC

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State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
FL	DELRAY BEACH	80	280 LINTON BOULEVARD	33444	561-330-0803	MOSAIC RBFL LLC
FL	SANFORD	8001	3725 ORLANDO BLVD	32773	407-321-8114	KBP INSPIRED, LLC
FL	ORMOND BEACH	8035	380 W. GRANADA BLVD.	32174	386-615-7612	KBP INSPIRED, LLC
FL	CLERMONT	8083	2255 US HWY 27	34711	352-241-7688	KBP INSPIRED, LLC
FL	CELEBRATION	8098	6296 WEST IRLO BRONSON MEMORIAL HWY.	34747	407-507-0246	KBP INSPIRED, LLC
FL	OVIEDO	8104	951 LOCKWOOD BLVD.	32765	407-366-3430	KBP INSPIRED, LLC
FL	Kissimmee	8105	7609 Irlo Bronson Memorial Hwy	34747	321-401-4569	KBP INSPIRED, LLC
FL	ORLANDO	8115	1174 S. KIRKMAN RD.	32835	407-295-3373	KBP INSPIRED, LLC
FL	Orlando	8119	13805 Landstar Blvd	32824	407-816-8833	KBP INSPIRED, LLC
FL	DAYTONA BEACH	8126	2453 W. INTERNATIONAL SPEEDWAY BLVD.	32114	386-252-0507	KBP INSPIRED, LLC
FL	Daytona Beach	8128	1562 Outlet Blvd	32117	386-274-2522	KBP INSPIRED, LLC
FL	Orlando	8135	8132 Lee Vista Blvd	32829	407-275-4477	KBP INSPIRED, LLC
FL	Orlando	8137	12835 Narcoosee Rd.	32832	407-382-1020	KBP INSPIRED, LLC
FL	Port Orange	8149	1058 Dunlawton Ave	32127	386-756-4575	KBP INSPIRED, LLC
FL	Leesburg	8153	10601 US-441	34788	352-435-0279	KBP INSPIRED, LLC
FL	Clermont	8175	614 Cagan View Rd	34714	352-241-0417	KBP INSPIRED, LLC
FL	Winter Garden	8179	3331 Daniels Road	34787	407-654-6045	KBP INSPIRED, LLC
FL	Orlando	8196	11891 University Blvd, Ste 140	32817		KBP INSPIRED, LLC
FL	THE VILLAGES	8217	4130 WEDGEWOOD LN	32162	352-391-5922	LEHMAN FAMILY OF THE VILLAGES, LLC
FL	LEE	8225	3204 SE COUNTY RD 255	32059	850-971-4115	CAROLINECO, LP
FL	OCALA	8298	2150 N.E. 49TH COURT RD	34470	352-433-2111	LEHMAN FAMILY PROPERTIES, LLC
FL	JASPER	8394	11459 SOUTHWEST 61 WAY	32052	386-792-3095	CAROLINECO, LP
FL	WEST PALM BEACH	841	4275 OKEECHOBEE BLVD.	33409	561-683-0501	MOSAIC RBFL LLC
FL	FORT MYERS	8452	16461 CORPORATE COMMERCE WAY	33913	239-437-1583	AES MIDWEST, LLC
FL	DAVENPORT	8467	45000 HWY 27	33837	863-420-7493	CAROLINECO, LP
FL	JACKSONVILLE	8529	4075 JONES BRANCH RD.	32219	904-786-7714	PILOT CORPORATION
FL	PORT CHARLOTTE	8572	395 KINGS HWY	33983	941-883-6768	AES MIDWEST, LLC
FL	MOORE HAVEN	8575	23073 NORTH US HWY 27	33471	863-946-0804	CAROLINECO, LP
FL	BUSHNELL	8578	2615 WEST C-48	33513	352-793-1019	CAROLINECO, LP
FL	Bartow	8692	7996 STATE ROUTE 60	33830	863-537-1005	PILOT TRAVEL CENTERS LLC
FL	Gainesville	8702	4253 NW 25th Place	32606	352-451-4233	LAND O'SUN MANAGEMENT CORPORATION
FL	Gainesville	8738	6760 West Newberry Road	32605	352-554-4106	LAND O'SUN MANAGEMENT CORPORATION
FL	Riverview	8754	10059 S US Hwy 301	33578	813-515-6440	MOSAIC RED HAT GROUP LLC
FL	Spring Hill	8756	1135 Commercial Way	34606	352-835-7385	MOSAIC RED HAT GROUP LLC
FL	Milton	8856	3840 Garcon Point Road	32583	850-564-2654	CAROLINECO, LP
FL	Palmetto	8923	803 10th Street East	34221		MOSAIC RED HAT GROUP LLC
FL	GAINESVILLE	95	1405 SW 13TH ST	32608	352-378-6555	MOSAIC RBFL LLC

**EXHIBIT A-1**  
**List of Franchisees as of January 2, 2022**

State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
GA	COLUMBUS	1055	2627 MANCHESTER EXPY	31904-5206	706-323-1520	SOUTHERN HOSPITALITY BEEF, LLC
GA	LA GRANGE	1118	115 NEW FRANKLIN RD	30240	706-884-2400	SOUTHERN HOSPITALITY BEEF, LLC
GA	FORT OGLETHORPE	1210	2392 LAFAYETTE RD	30742-3795	706-866-5874	RESTAURANT MANAGEMENT, INC.
GA	MACON	162	3952 PIO NONO AVE	31206	478-788-9131	SOUTHERN HOSPITALITY BEEF, LLC
GA	WARNER ROBINS	1741	2061 WATSON BLVD	31093-3601	478-923-4315	SOUTHERN HOSPITALITY BEEF, LLC
GA	COMMERCE	5007	30487 HWY 441 S	30529	706-335-6112	AES SOUTHEAST, LLC
GA	CORNELIA	5138	342 HISTORIC HIGHWAY 441 N	30531-5721	706-778-1573	AES SOUTHEAST, LLC
GA	WINDER	5223	46 E MAY ST	30680	770-867-6810	AES SOUTHEAST, LLC
GA	CALHOUN	5332	1098 RED BUD RD	30701	706-625-2832	DOBE ENTERPRISES, INC.
GA	TOCCOA	5373	1206 BIG A ROAD S	30577-3810	706-886-7264	AES SOUTHEAST, LLC
GA	MILLEDGEVILLE	5468	2500 N COLUMBIA ST	31061	478-452-1707	AES SOUTHEAST, LLC
GA	MACON	5538	975 GRAY HWY	31211-1855	478-746-3763	SOUTHERN HOSPITALITY BEEF, LLC
GA	JEFFERSON	5659	4894 HIGHWAY 129 N	30549-2513	706-693-2464	AES SOUTHEAST, LLC
GA	WARNER ROBINS	5819	103 RUSSELL PKWY	31088-6164	478-923-0418	SOUTHERN HOSPITALITY BEEF, LLC
GA	ATLANTA	6067	1 CNN CENTER	30303	404-659-1529	JVWKASS CORPORATION
GA	DALTON	6180	244 CONNECTOR 3 SW	30720	706-277-3002	PILOT CORPORATION
GA	DUBLIN	6274	2144 US HWY 441 S	31021	478-272-9002	SOUTHERN HOSPITALITY BEEF, LLC
GA	CALHOUN	6457	756 HIGHWAY 53 SE	30701-7715	706-629-8052	DOBE ENTERPRISES, INC.
GA	LA FAYETTE	6478	1103B N MAIN ST	30728	706-638-0363	RESTAURANT MANAGEMENT, INC.
GA	MACON	6596	4500 FORSYTH RD	31210-4528	478-477-0023	SOUTHERN HOSPITALITY BEEF, LLC
GA	HARTWELL	6622	15 E FRANKLIN	30643	706-376-3803	DJW, INC.
GA	COLUMBUS	666	1503 VETERAN'S PKWY	31901	706-324-3880	SOUTHERN HOSPITALITY BEEF, LLC
GA	THOMSON	6736	1825 WASHINGTON RD	30824	706-597-1101	AES SOUTHEAST, LLC
GA	BLUE RIDGE	6844	15 PROGRESS CIRCLE	30513	706-632-0104	RESTAURANT MANAGEMENT, INC.
GA	BYRON	6920	2965 HWY 247 C	31008	478-956-2457	PILOT CORPORATION
GA	MACON	713	3100 RIVERSIDE DR	31210-2516	478-475-0713	SOUTHERN HOSPITALITY BEEF, LLC
GA	DUBLIN	7239	2109 VETERANS BLVD	31021	478-272-9855	SOUTHERN HOSPITALITY BEEF, LLC
GA	LAKE PARK	7277	6901 BELLVILLE RD	31636	229-559-5113	TA OPERATING LLC
GA	DALTON	7350	2101 E WALNUT AVE	30721	706-271-0706	RESTAURANT MANAGEMENT, INC.
GA	CORDELE	7417	2201 E 16TH AVE	31015-5376	229-271-6382	PILOT CORPORATION
GA	LA GRANGE	7685	2383 WHITESVILLE ROAD	30240	706-882-4068	SOUTHERN HOSPITALITY BEEF, LLC
GA	CHATSWORTH	7706	1107 NORTH 3RD AVENUE	30705	706-695-1220	RESTAURANT MANAGEMENT, INC.
GA	ATLANTA	7749	6000 NORTH TERMINAL PARKWAY	30320	404-762-5088	HOJEIJ BRANDED FOODS, LLC



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State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
GA	HOGANSVILLE	8224	1621 BASS CROSS RD	30230	706-637-4312	CAROLINECO, LP
GA	COLUMBUS	8291	5401 WHITTLESEY BLVD.	31904	706-317-4865	SOUTHERN HOSPITALITY BEEF, LLC
GA	CARTERSVILLE	8349	1150 WEST AVE.	30120	770-382-7455	SPINNER INC.
GA	FT. STEWART	8374	345 LINDQUIST RD., BLDG #71	31314	912-876-4698	ARMY & AIR FORCE EXCHANGE SERVICE
GA	FT. BENNING	8398	8TH DIVISION RD.	31905	706-683-0933	ARMY & AIR FORCE EXCHANGE SERVICE
GA	FT. GORDON	8400	200 3RD AVENUE BYPASS	30905	706-772-9742	ARMY & AIR FORCE EXCHANGE SERVICE
GA	FT BENNING	8477	9220 MAIN EXCHANGE	31905	706-683-0933	ARMY & AIR FORCE EXCHANGE SERVICE
GA	FT. BENNING	8479	MERCHANT STREET & OARK STREET	31905	706-689-1321	ARMY & AIR FORCE EXCHANGE SERVICE
GA	EMERSON	8618	121 OLD ALLATOONA RD	30121	770-334-2048	MCLP, INC.
GA	PERRY	8670	1406 SAM NUNN BLVD.	31069	478-224-1215	SOUTHERN HOSPITALITY BEEF, LLC
GA	BAXLEY	8679	605 EAST PARKER STREET	31513	912-705-5552	PRIDE VENTURES LTD.
GA	Ringgold	8681	66 Poplar Springs Rd	30736	706-937-2729	RESTAURANT MANAGEMENT, INC.
GA	Jesup	8776	752 South 1st Street	31545	912-202-9659	RTC Investments LLC
GA	Ellabell	8812	11151 Hwy 280 East	31308	912-851-2729	CAROLINECO, LP
GA	Columbus	8853	6840 Midland Commons Blvd	31909	762-583-4540	SOUTHERN HOSPITALITY BEEF, LLC
GA	Hazlehurst	8908	66 S Tallahassee St	31539	912-551-9324	RTC Investments LLC
HI	AIEA	1641	98-1005 MOANALUA RD SPC 238	96701-4773	808-487-2729	OAKTREE RESTAURANT, LLC
HI	WAIPAHU	5986	94-866 MOLOALO ST	96797	808-677-5342	S&S RESTAURANT SERVICE, LLC
HI	PEARL HARBOR	8427	4725 BOUGAINVILLE DR. BLDG 631	96818	808-422-5588	PEARL'S RESTAURANT GROUP, INC.
IA	MASON CITY	1018	2401 4TH ST SW	50401	641-423-2264	DRM, INC.
IA	DES MOINES	1098	3917 NE 14TH ST	50313-3813	515-266-8853	DRM, INC.
IA	DAVENPORT	1395	3410 BRADY ST	52806-6120	563-391-9106	TURBO RESTAURANTS US, LLC
IA	CEDAR RAPIDS	1637	235 COLLINS RD	52402	319-393-7447	RESTAURANT CONCEPTS, INC.
IA	CEDAR RAPIDS	1722	1333 EDGEWOOD RD SW	52404	319-366-5357	RESTAURANT CONCEPTS, INC.
IA	COUNCIL BLUFFS	1775	3313 W BROADWAY	51501-3360	712-328-1637	PANDA, INC.
IA	MISSOURI VALLEY	1859	123 N WILLOW RD	51555	712-642-5722	LYNNDAL ENTERPRISES, INC.
IA	DUBUQUE	5085	1755 JOHN F KENNEDY RD	52002-5103	563-582-8629	RESTAURANT CONCEPTS, INC.
IA	CORALVILLE	5203	801 1ST AVE	52241	319-351-2729	RESTAURANT CONCEPTS, INC.
IA	SIOUX CITY	5427	919 GORDON DR	51102	712-277-2525	AES MIDWEST, LLC
IA	AMES	5537	409 S DUFF AVE	50010-6601	515-232-0867	DRM, INC.
IA	ANKENY	5722	1017 E 1ST ST	50021	515-964-1135	DRM, INC.
IA	MARSHALLTOWN	5764	2500 S CENTER ST	50158	641-752-0321	CENTRAL IOWA RESTAURANTS, INC.
IA	DES MOINES	5944	208 JOHNSON CT	50316-3972	515-265-1957	DRM, INC.
IA	CEDAR FALLS	6022	6018 UNIVERSITY AVE	50613	319-266-3627	RESTAURANT CONCEPTS, INC.
IA	BURLINGTON	6078	405 S ROOSEVELT AVE	52601-1685	319-754-8046	FRANCHISE MANAGEMENT CORP.
IA	CEDAR RAPIDS	6135	1417 FIRST AVE SE	52403	319-366-2566	RESTAURANT CONCEPTS, INC.
IA	WILLIAMSBURG	6195	335 E EVANS ST	52361	319-668-9338	RESTAURANT CONCEPTS, INC.
IA	WATERLOO	6261	3657 KIMBALL AVE	50702	319-233-4147	RESTAURANT CONCEPTS, INC.

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**List of Franchisees as of January 2, 2022**

State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
IA	MUSCATINE	6448	412 CLEVELAND ST	52761-5800	563-262-4009	TURBO RESTAURANTS US, LLC
IA	WEST DES MOINES	6485	7241 VISTA DR	50266	515-225-4874	DRM, INC.
IA	URBANDALE	6504	2919 100TH ST	50322	515-278-5416	DRM, INC.
IA	COUNCIL BLUFFS	6534	2647 S 24TH ST	51501	712-322-0370	PILOT TRAVEL CENTERS LLC
IA	DUBUQUE	6573	10 MAIN ST	52001-7625	563-557-0531	DRM, INC.
IA	IOWA CITY	6829	3 HIGHWAY 1 W	52246-4243	319-887-1041	RESTAURANT CONCEPTS, INC.
IA	OTTUMWA	6883	1130 N QUINCY AVE	52501-3800	641-682-2371	DRM, INC.
IA	NEWTON	6991	400 IOWA SPEEDWAY DR.	50208	641-792-1444	DRM, INC.
IA	SIOUX CITY	7027	5800 GORDON DR	51106	712-274-1666	AES MIDWEST, LLC
IA	AMES	7063	2722 EAST 13TH STREET	50010	515-233-1670	DRM, INC.
IA	SPENCER	7121	706 11TH ST SW	51301-5560	712-262-4960	AES MIDWEST, LLC
IA	ALTOONA	7146	3553 8TH ST SW	50009	515-957-9556	DRM, INC.
IA	BETTENDORF	7213	3525 MIDDLE RD	52722	563-823-0115	TURBO RESTAURANTS US, LLC
IA	WALCOTT	7264	3500 N PLAINVIEW RD	52773	563-284-4110	PILOT TRAVEL CENTERS LLC
IA	PELLA	7307	903 W 16TH ST	50219	641-628-1713	DRM, INC.
IA	OSCEOLA	7365	105 ARIEL CIRCLE	50213-9700	641-342-1400	DRM, INC.
IA	URBANDALE	7496	4920 86TH ST	50322-1049	515-334-9010	DRM, INC.
IA	CLEAR LAKE	7579	1212 N 24th ST	50428	641-357-3462	DRM, INC.
IA	INDIANOLA	7588	408 N JEFFERSON	50125	515-961-2255	DRM, INC.
IA	HOLLAND	7715	16250 N. AVENUE	50642	319-824-2728	GRUNDY COUNTY HERITAGE CENTER, LLC
IA	WEST DES MOINES	7716	1700 WEST 22ND STREET	50266	515-440-3599	DRM, INC.
IA	CARROLL	7758	1515 PLAZA DRIVE	51401	712-775-2729	DRM, INC.
IA	CLIVE	7912	15701 HICKMAN RD	50325	515-987-2999	DRM, INC.
IA	CLINTON	7939	2601 LINCOLN WAY	52732	563-243-2547	TURBO RESTAURANTS US, LLC
IA	CEDAR RAPIDS	7953	2635 BLAIRS FERRY RD	52402	319-832-1020	RESTAURANT CONCEPTS, INC.
IA	EVANSDALE	8213	400 EVANSDALE DR	50707	319-234-0085	RESTAURANT CONCEPTS, INC.
IA	STORM LAKE	8316	1611 LAKE AVE.	50588	712-213-9718	AES MIDWEST, LLC
IA	DOWS	8324	904 CARDINAL AVENUE	50071	515-852-4385	DOWS PROPERTY GROUP, INC.
IA	DAVENPORT	8410	8255 NORTHWEST BLVD.	52806	563-386-3482	CARLINECO, LP
IA	SPIRIT LAKE	8428	3501 HWY 71 SOUTH	51360	712-336-2993	AES MIDWEST, LLC
IA	MT. PLEASANT	8456	1300 NORTH GRANDE AVE.	52641	319-385-1298	PILOT TRAVEL CENTERS LLC
IA	DES MOINES	8464	6300 SE 14TH STREET	50320	515-287-6831	DRM, INC.
IA	NORTH LIBERTY	8586	2350 WEST PENN ST.	52317	319-665-2469	RESTAURANT CONCEPTS, INC.
IA	NORWALK	8614	9301 MARKET PLACE DR.	50211	515-207-7348	DRM, INC.
IA	CEDAR RAPIDS	8691	8950 Earhart Lane SW	52404	319-841-2035	PILOT TRAVEL CENTERS LLC
IA	Fort Dodge	8722	2908 5th Ave S	50501	515-735-3013	DRM, INC.
IA	Marion	8757	2931 7th Ave	52302	319-200-1143	RESTAURANT CONCEPTS, INC.
IA	Keokuk	8842	3444 Main Street	52632	319-313-8275	TURBO RESTAURANTS US, LLC
IA	Grimes	8930	1201 East 1st Street	50111	515-410-2656	DRM, INC.
ID	LEWISTON	1525	2117 8th AVE	83501	208-746-7227	HAPPY DAY CORPORATION
ID	COEUR D'ALENE	1543	604 W APPLEWAY AVE	83814	208-765-1958	RB IDAHO, LLC
ID	TWIN FALLS	1598	424 BLUE LAKES BLVD. N	83301	208-734-8775	RB IDAHO, LLC
ID	MOSCOW	1684	150 PETERSON DR	83843-2177	208-882-4223	HAPPY DAY CORPORATION
ID	POCATELLO	1909	791 YELLOWSTONE AVE	83201	208-233-3445	RB IDAHO, LLC
ID	IDAHO FALLS	5188	2130 E 17TH ST	83404-6465	208-524-2521	TRIPLE S, INC.
ID	REXBURG	6246	478 N 2ND E	83440	208-359-1345	PASCORE, INC.
ID	SANDPOINT	6248	420 5TH AVE	83864	208-263-3104	SANDPOINT FOODS, LIMITED
ID	LEWISTON	6579	248 THAIN RD	83501	208-798-8000	HAPPY DAY CORPORATION

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State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
ID	IDAHO FALLS	6735	1547 W BROADWAY	83402	208-542-6066	KONA, INC.
ID	HAYDEN	6852	181 W PRAIRIE AVENUE	83835	208-762-3653	RB IDAHO, LLC
ID	BURLEY	6955	594 N OVERLAND AVE.	83318	208-678-8426	HOME RUN RESTAURANT GROUP, INC.
ID	BOISE	6972	989 N MILWAUKEE	83704	208-672-8807	RB IDAHO, LLC
ID	MOUNTAIN HOME	7103	1050 HWY 20	83647	208-587-4944	PILOT TRAVEL CENTERS LLC
ID	MERIDIAN	7190	1270 N EAGLE RD	83642	208-855-9599	RB IDAHO, LLC
ID	BOISE	7311	3500 S FINDLEY AVE	83705	208-344-0300	RB IDAHO, LLC
ID	NAMPA	7569	1360 NAMPA CALDWELL BLVD	83651-1724	208-442-2969	RB IDAHO, LLC
ID	BLACKFOOT	7738	1243 PARKWAY DRIVE	83221	208-785-0174	HOME RUN RESTAURANT GROUP, INC.
ID	CHUBBUCK	7951	4501 YELLOWSTONE AVENUE	83202	208-237-0984	RB IDAHO, LLC
ID	EAGLE	8627	2892 EAST STATE ST.	83616	208-938-1739	RB IDAHO, LLC
ID	Nampa	8654	611 12th Avenue Road	83686	208-465-1719	RB IDAHO, LLC
ID	Rigby	8831	445 Farnsworth Way, Suite B	83442	208-228-5613	RAYV8R LLC
IL	LOVES PARK	1000	6233 N SECOND ST	61111	815-633-3038	DRM, INC.
IL	OAK LAWN	1054	11017 S CICERO AVE	60453	708-636-2919	OAK LAWN LUNAN, INC.
IL	FAIRVIEW HEIGHTS	1122	1 MARKET PL	62208-2013	618-397-2800	RB MISSOURI EAST, LLC
IL	DANVILLE	1213	3190 N VERMILION DR	61832	217-443-5169	TURBO RESTAURANTS US, LLC
IL	NORTH CHICAGO	1397	2539 GREENBAY RD	60064	847-689-1200	MIRACLE RESTAURANT GROUP, LLC
IL	ST. CHARLES	1413	1534 EAST MAIN STREET	60174	630-584-3611	ST. CHARLES LUNAN, INC.
IL	CAROL STREAM	1415	441 E GENEVA RD	60188	630-690-6566	WHEATON-LUNAN, INC.
IL	ROLLING MEADOWS	1423	1331 GOLF RD	60008	847-228-0790	MIRACLE RESTAURANT GROUP, LLC
IL	MOLINE	1472	2210 48TH ST	61265	309-764-1589	TURBO RESTAURANTS US, LLC
IL	MOLINE	1522	4520 16TH ST	61265	309-762-7389	TURBO RESTAURANTS US, LLC
IL	BLOOMINGTON	1552	1240 E EMPIRE	61701	309-829-2041	TURBO RESTAURANTS US, LLC
IL	BLOOMINGTON	1660	1808 W MARKET ST	61701	309-829-6214	TURBO RESTAURANTS US, LLC
IL	CRYSTAL LAKE	1717	6000 NORTHWEST HWY	60014	815-455-2346	MIRACLE RESTAURANT GROUP, LLC
IL	ROCKFORD	1903	2701 S ALPINE RD	61109-1673	815-399-2729	DRM, INC.
IL	CHAMPAIGN	24	1913 W SPRINGFIELD AVE	61820	217-356-0622	TURBO RESTAURANTS US, LLC
IL	DANVILLE	247	143 S GILBERT ST	61832	217-446-2636	TURBO RESTAURANTS US, LLC
IL	URBANA	249	509 N CUNNINGHAM	61801	217-367-5624	TURBO RESTAURANTS US, LLC
IL	GALESBURG	254	1661 N HENDERSON ST	61401	309-344-2591	R&B HENDERSON, INC.
IL	CHICAGO	37	7807 S CICERO AVE	60652	773-581-0170	CICERO-LUNAN CORPORATION
IL	ELMHURST	402	340 N YORK RD	60126	630-530-0072	MIRACLE RESTAURANT GROUP, LLC
IL	COUNTRYSIDE	493	5656 S LA GRANGE RD	60525	708-354-1910	LAGRANGE LUNAN CORPORATION
IL	WOODRIDGE	5053	1950 W 75TH ST	60517	630-852-5356	LUNAN WOODRIDGE, INC.
IL	NAPERVILLE	5072	1600 E OGDEN AVE	60540	630-416-1673	LUNAN NAPERVILLE, INC.
IL	CHARLESTON	5130	310 LINCOLN AVENUE	61920	217-348-5144	CHARLESTON FOOD, INC.
IL	EFFINGHAM	5144	1401 THELMA KELLER AVE	62401-4585	217-342-6615	TURBO RESTAURANTS US, LLC
IL	COLLINSVILLE	5210	4 EASTPORT PLAZA DR	62234	618-345-5540	TURBO RESTAURANTS US, LLC
IL	CHICAGO	5327	500 W MADISON ST	60606	312-993-9600	SANS-1, INC.

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State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
IL	BRADLEY	5345	820 E NORTH ST	60915	815-932-4003	TURBO RESTAURANTS US, LLC
IL	MATTOON	5460	815 CHARLESTON AVE	61938	217-234-7035	MATTOON FOOD, INC.
IL	SPRINGFIELD	5463	3009 S DIRKSEN PKWY	62703	217-529-8766	TURBO RESTAURANTS US, LLC
IL	DOWNERS GROVE	5517	2910 SOUTH FINLEY ROAD	60515	630-916-7470	DOWNERS GROVE LUNAN, INC.
IL	BELVIDERE	5574	2010 N STATE ST	61008	815-547-6100	T.Q.M., INC. - BELVIDERE
IL	FREEPORT	5582	1884 S WEST AVE	61032-6712	815-235-6100	T.Q.M., INC. - FREEPORT
IL	ROCKFORD	5780	1510 SANDY HOLLOW RD	61109-2125	815-229-6606	DRM, INC.
IL	PERU	5846	1530 MAY ROAD: R.R. 1	61354	815-223-5735	PERU LUNAN, INC.
IL	HICKORY HILLS	5866	8021 W 95TH ST	60457	708-430-3313	LUNAN ROBERTS, INC.
IL	ROUND LAKE BEACH	5900	776 E ROLLINS RD	60073-1340	847-546-1110	MIRACLE RESTAURANT GROUP, LLC
IL	NAPERVILLE	5924	296 S STATE ROUTE 59	60540-3923	630-717-4944	WESTRIDGE LUNAN, INC.
IL	DE KALB	5930	2000 SYCAMORE RD	60115	815-748-4900	T.Q.M. INC.
IL	PONTIAC	5936	1616 WEST REYNOLDS ST	61764	815-842-1411	TURBO RESTAURANTS US, LLC
IL	ROMEIOVILLE	604	1245 LAKEVIEW DR	60446	630-679-0542	ROMEIOVILLE LUNAN, INC.
IL	DECATUR	6074	4303 PROSPECT AVE	62524	217-876-1600	DECATUR FOOD, INC.
IL	CHAMPAIGN	6076	1502 N PROSPECT	61820	217-359-0026	TURBO RESTAURANTS US, LLC
IL	SPRINGFIELD	6158	3101 VETERANS PKWY	62704	217-546-8088	TURBO RESTAURANTS US, LLC
IL	DECATUR	6272	1925 MT ZION RD	62521	217-864-3820	MT. ZION FOOD, INC.
IL	EDWARDSVILLE	6312	1800 TROY RD	62025	618-656-7400	RB MISSOURI EAST, LLC
IL	PEORIA	6332	3818 W. WAR MEMORIAL DR	61615	309-692-0205	TURBO RESTAURANTS US, LLC
IL	DECATUR	636	1495 E PERSHING RD	62526	217-877-7117	TURBO RESTAURANTS US, LLC
IL	BATAVIA	6616	144 S RANDALL RD	60510	630-761-1140	BATAVIA LUNAN, INC.
IL	SPRINGFIELD	6691	3201 NORTHFIELD DR	62702-1400	217-523-7388	DIRKSEN FOOD
IL	TROY	6743	820 EDWARDSVILLE RD	62294-1327	618-667-1082	PILOT TRAVEL CENTERS LLC
IL	OSWEGO	6811	240 DOUGLAS RD.	60543	630-844-9906	OSWEGO LUNAN, INC.
IL	JERSEYVILLE	6834	1302 SOUTH STATE STREET	62052	618-498-1199	RB MISSOURI EAST, LLC
IL	LOVES PARK	6836	6802 ROCK VALLEY PKWY	61111	815-282-0714	DRM, INC.
IL	MINOOKA	6840	301 RIDGE RD	60447	815-467-5327	PILOT TRAVEL CENTERS LLC
IL	ROCHELLE	6843	328 EAST HIGHWAY 38	61068	815-561-9400	T.Q.M. INC. - ROCHELLE
IL	RANTOUL	6861	760 W CHAMPAIGN ST	61866	217-892-5144	RANTOUL FAST FOODS, INC.
IL	MACHESNEY PARK	6874	10141 N 2ND ST	61115	815-636-2534	DRM, INC.
IL	GRAYSLAKE	6892	1874 BELVIDERE RD	60030-2289	847-548-1742	MIRACLE RESTAURANT GROUP, LLC
IL	PLANO	6968	6300 LAKESIDE DR	60545	630-552-8289	PLANO LUNAN, INC.
IL	SPRINGFIELD	6969	3300 S 6TH ST	62703	217-529-6699	TURBO RESTAURANTS US, LLC
IL	ROCK FALLS	6971	1041 1ST AVE	61071	815-626-9171	TURBO RESTAURANTS US, LLC
IL	MARSHALL	6998	1803 STATE HWY 1	62441	217-826-9074	TURBO RESTAURANTS US, LLC
IL	TAYLORVILLE	7025	932 W SPRINGFIELD RD	62568	217-824-2844	TAYLORVILLE FOOD INC.
IL	TINLEY PARK	7160	9550 179TH ST W	60477	708-444-1245	MT Lunan, Inc.
IL	BETHALTO	7243	2 AIRWAY CT	62010	618-258-0571	RB MISSOURI EAST, LLC
IL	WATERLOO	7261	721 N MARKET ST	62298	618-248-4843	RB MISSOURI EAST, LLC
IL	ROCKFORD	7269	7163 CHARLES ST	61112	815-332-9263	DRM, INC.
IL	GODFREY	7285	5509 GODFREY RD	62035	618-466-5177	RB MISSOURI EAST, LLC
IL	MAHOMET	7305	207 N LOMBARD	61853	217-586-3406	TURBO RESTAURANTS US, LLC
IL	PLAINFIELD	7396	2101 ILLINOIS ROUTE 59	60544	815-577-0689	PLAINFIELD LUNAN, INC.
IL	CHAMPAIGN	7402	2310 S NEIL ST	61820-7508	217-398-5677	TURBO RESTAURANTS US, LLC
IL	EAST PEORIA	7405	105 RIVER RD	61611-7211	309-698-0602	TURBO RESTAURANTS US, LLC
IL	QUINCY	7464	2541 BROADWAY ST	62301-3257	217-223-6012	TURBO RESTAURANTS US, LLC

**EXHIBIT A-1**  
**List of Franchisees as of January 2, 2022**

State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
IL	LITCHFIELD	7484	3 CORVETTE DR	62056-1090	217-324-6770	RB MISSOURI EAST, LLC
IL	PEORIA	7525	9015 N ALLEN RD	61615-1536	309-689-5411	TURBO RESTAURANTS US, LLC
IL	OTTAWA	7526	4131 COLUMBUS ST	61350-9539	815-433-1304	TURBO RESTAURANTS US, LLC
IL	JACKSONVILLE	7539	1117 W MORTON AVE	62650-2880	217-245-9277	TURBO RESTAURANTS US, LLC
IL	SALEM	7557	1840 W MAIN ST	62881-5838	618-548-8980	RB MISSOURI EAST, LLC
IL	LAKE IN THE HILLS	7559	320 N RANDALL RD	60156-5961	847-458-1798	LAKE IN THE HILLS LUNAN, INC.
IL	WASHINGTON	7562	2275 WASHINGTON RD	61571-1958	309-745-3655	TURBO RESTAURANTS US, LLC
IL	PEORIA	76	4205 NORTH STERLING AVE	61615	309-688-2521	TURBO RESTAURANTS US, LLC
IL	NILES	762	7001 W DEMPSTER AVE	60714	847-967-1245	MIRACLE RESTAURANT GROUP, LLC
IL	GRANITE CITY	7622	3501 NAMEOKI RD	62040-3722	618-798-9763	RB MISSOURI EAST, LLC
IL	SHILOH	7654	3180 GREEN MOUNT CROSSING DR	62269-7282	618-628-2187	RB MISSOURI EAST, LLC
IL	ROCKFORD	7667	3916 W RIVERSIDE BLVD	61101-9507	815-963-2258	DRM, INC.
IL	PEKIN	768	1301 COURT ST	61554	309-347-8565	TURBO RESTAURANTS US, LLC
IL	ANTIOCH	7708	501 E. ROUTE 173	60002	847-395-0961	ANTIOCH LUNAN, INC.
IL	STREAMWOOD	7783	520 S. SUTTON ROAD	60107	630-497-9109	STREAMWOOD LUNAN, INC.
IL	AURORA	7915	2330 WEST INDIAN TRAIL RD	60506	630-907-9451	ORCHARD LUNAN, INC.
IL	ROSCOE	7945	4733 EAST ROCKTON RD	61073	815-389-1981	DRM, INC.
IL	LINCOLN	7948	1008 HEITMANN DR	62656	217-732-6718	TURBO RESTAURANTS US, LLC
IL	TINLEY PARK	7982	7220 WEST 191ST STREET	60477	815-464-1258	TINLEY LUNAN, INC.
IL	LEROY	7993	505 SOUTH PERSIMMON DR	61752	309-962-3050	CAROLINECO, LP
IL	VANDALIA	7997	721 VETERAN'S PWKY	62471	618-283-9385	RB MISSOURI EAST, LLC
IL	CHICAGO	8243	5 N. WELLS ST	60606	312-345-1771	SANS 6, INC.
IL	MORRIS	8244	1435 COMMONS DR	60450	815-941-2678	TURBO RESTAURANTS US, LLC
IL	BELLEVILLE	8309	5790 BELLEVILLE CROSSING ST	62226	618-355-7564	RB MISSOURI EAST, LLC
IL	KANKAKEE	8388	3333 S. ROUTE 45/52	60901	815-929-1661	CAROLINECO, LP
IL	BOURBONNAIS	8446	1512 N. COVENT ST	60914	815-401-5405	TURBO RESTAURANTS US, LLC
IL	ALSIP	8501	12680 SOUTH KEDZIE AVE.	60803	708-385-2293	PILOT TRAVEL CENTERS LLC
IL	JOLIET	8502	48 EAST LARAWAY RD.	60433	815-726-1638	PILOT TRAVEL CENTERS LLC
IL	CHATHAM	8518	105 INDEPENDENCE BLVD	62629	217-697-5555	CHATHAM FOODS, INC.
IL	ROCKFORD	8519	241 NORTH PHELPS AVE.	61108	779-423-0323	DRM, INC.
IL	BLOOMINGTON	8638	1601 MORRISSEY DR	61704	309-808-2319	TURBO RESTAURANTS US, LLC
IL	Lockport	8705	16545 W 159th Street	60441	815-552-2480	AM LOCKPORT MEATS, LLC
IL	Arlington Heights	8728	100 W Rand Rd	60004	773-308-5467	TEAMLYDERS, LLC
IL	Schaumburg	8729	522 W Golf Rd	60195	630-487-8908	TEAMLYDERS, LLC
IL	Chicago Heights	8739	207 South Halsted Street	60411	312-254-6291	TEAMLYDERS, LLC
IL	Dixon	8753	1650 S. Galena Avenue	61021	815-677-9153	TURBO RESTAURANTS US, LLC
IL	Hampshire	8758	201 Love's Crossing	60140	847-683-7599	CAROLINECO, LP
IL	Yorkville	8768	1508 N. Bridge St	60560	331-207-8913	RHS YORKVILLE LLC
IL	Orland Park	8787	15765 South Harlem Avenue	60462	708-549-3420	AM Orland Meats LLC
IL	Monmouth	8804	1125 N. Main Street	61462	309-760-8272	TURBO RESTAURANTS US, LLC
IL	Wadsworth	8811	43100 US Hwy 41	60002	847-599-9186	CAROLINECO, LP
IL	Channahon	8829	23801 West Bluff Road	60410	815-860-6645	CAROLINECO, LP
IL	Macomb	8832	1614 East Jackson Street	61455	309-837-1482	TURBO RESTAURANTS US, LLC
IL	Kewanee	8848	131 West South Street	61443	309-590-5082	TURBO RESTAURANTS US, LLC

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**List of Franchisees as of January 2, 2022**

State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
IL	Olney	8852	1503 S. West St.	62450	618-320-6039	CARLINECO, LP
IL	Morton	8865	133 East Ashland St.	25193	309-284-0064	TURBO RESTAURANTS US, LLC
IL	Romeoville	8894	474 South Weber Road	60446	779-234-6943	AM Romeoville Meats LLC
IL	PALATINE	96	139 N NORTHWEST HWY	60067	847-358-9200	MIRACLE RESTAURANT GROUP, LLC
IN	WEST LAFAYETTE	1029	531 SAGAMORE PKWY W	47906-1439	765-463-2133	AES RESTAURANT GROUP, LLC
IN	BLOOMINGTON	1043	3300 W THIRD ST	47404	812-334-1657	TURBO RESTAURANTS US, LLC
IN	MARION	127	1001 N BALDWIN AVE	46952	765-664-2645	TURBO RESTAURANTS US, LLC
IN	VALPARAISO	1338	2101 N CALUMET AVE	46383	219-464-4147	BRUNO ENTERPRISES, INC.
IN	LAWRENCEBURG	1349	895 WEST EADS PARKWAY	47025	812-537-4455	RESTAURANT MANAGEMENT, INC.
IN	LA PORTE	1533	1102 W STATE RD 2	46350	219-326-1718	BRUNO ENTERPRISES, INC.
IN	MARION	1544	2010 S WESTERN AVE	46953	765-664-8524	TURBO RESTAURANTS US, LLC
IN	PERU	1698	812 W MAIN ST	46970-1743	765-475-0765	LAST TIMES A CHARM, INC.
IN	HUNTINGTON	1920	2702 GUILFORD ST	46750	260-356-7794	J&W MANAGEMENT, INC.
IN	MICHIGAN CITY	204	204 W US 20	46360	219-879-0500	R&B 421, INC.
IN	RICHMOND	342	3270 EAST MAIN STREET	47374	765-966-4041	RESTAURANT MANAGEMENT, INC.
IN	MITCHELL	5214	3159 HWY 37	47446	812-849-2729	TURBO RESTAURANTS US, LLC
IN	RENSSELAER	5403	8848 W STATE ROAD 114	47978	219-866-8385	AES RESTAURANTS, LLC
IN	CARMEL	5497	15130 Thatcher Lane	46032	317-844-2729	TURBO RESTAURANTS US, LLC
IN	BATESVILLE	5535	STATE RD 229 & STATE RD 46 E	47006	812-934-5015	RESTAURANT MANAGEMENT, INC.
IN	BROOKVILLE	5649	11131 US 52	47012-7940	765-647-5076	AES RESTAURANT GROUP, LLC
IN	BLOOMINGTON	5679	535 S WALNUT ST	47401	812-332-1599	TURBO RESTAURANTS US, LLC
IN	BEDFORD	5709	3216 29TH ST	47421-5263	812-279-3500	TURBO RESTAURANTS US, LLC
IN	CROWN POINT	5778	1109 N MAIN ST	46307	219-662-7282	AES RESTAURANTS, LLC
IN	WASHINGTON	5838	1911 E NATIONAL HWY	47501	812-254-6972	TURBO RESTAURANTS US, LLC
IN	GREENWOOD	5902	954 E MAIN ST	46143	317-889-7425	TURBO RESTAURANTS US, LLC
IN	BLOOMINGTON	60	2713 E THIRD ST	47401	812-332-1665	TURBO RESTAURANTS US, LLC
IN	ELKHART	608	3441 S MAIN ST	46517	574-294-6645	LAST TIMES A CHARM, INC.
IN	SCHERERVILLE	6118	700 E US HWY 30	46375	219-322-8184	MIRACLE RESTAURANT GROUP, LLC
IN	LEBANON	6259	1250 W STATE ROAD 32	46052-9501	765-482-5165	AES RESTAURANT GROUP, LLC
IN	LAFAYETTE	6368	4066 STATE ROAD 26 E	47905-4814	765-449-0082	AES RESTAURANT GROUP, LLC
IN	KOKOMO	6374	401 ARROW ST	46902	765-453-2369	AES RESTAURANTS, LLC
IN	WARSAW	6474	1980 N DETROIT ST	46580	574-267-6995	TILI, LLC
IN	INDIANAPOLIS	6492	10877 E WASHINGTON ST	46229	317-897-0555	TURBO RESTAURANTS US, LLC
IN	CHESTERTON	6514	706 PLAZA DR	46304	219-921-0295	BRUNO ENTERPRISES, INC.
IN	EDINBURGH	6539	11999 N US 31	46124	812-526-6880	TAURUS RESTAURANT MANAGEMENT, INC.
IN	WHITELAND	6639	5115 N 300 E	46184	317-535-8829	CARLINECO, LP
IN	GOSHEN	6705	2022 LINCOLN WAY E	46526	574-534-3347	LAST TIMES A CHARM, INC.
IN	COLUMBUS	6714	3450 JONATHAN MOORE PIKE	47201	812-378-5277	TURBO RESTAURANTS US, LLC
IN	LINTON	6747	1600 A STREET NE	47441	812-847-8461	TURBO RESTAURANTS US, LLC
IN	VINCENNES	6815	2565 HART ST	47591	812-886-6151	TURBO RESTAURANTS US, LLC
IN	MEMPHIS	6907	14013 MEMPHIS BLUE LICK RD	47143	812-294-3680	PILOT TRAVEL CENTERS LLC

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**List of Franchisees as of January 2, 2022**

State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
IN	HOBART	7037	4651 W 61st AVE	46342	219-942-9246	MIRACLE RESTAURANT GROUP, LLC
IN	TERRE HAUTE	7082	2155 LAFAYETTE AVE	47805	812-466-0702	TURBO RESTAURANTS US, LLC
IN	COVINGTON	7120	16502 N STATE RD 63	47932-7042	765-793-7287	PILOT TRAVEL CENTERS LLC
IN	BLOOMINGTON	7122	3601 W STATE RD 46	47404	812-935-8686	TURBO RESTAURANTS US, LLC
IN	INDIANAPOLIS	7279	6483 N KEYSTONE AVE	46220	317-202-0680	TURBO RESTAURANTS US, LLC
IN	COLUMBUS	730	2005 E 25 ST	47201	812-376-6517	TURBO RESTAURANTS US, LLC
IN	ELKHART	7316	465 EMERSON DR	46514	574-262-4343	LAST TIMES A CHARM, INC.
IN	MONTICELLO	7325	826 N MAIN ST	47960	574-583-6760	LAST TIMES A CHARM, INC.
IN	FRANKFORT	7348	2446 E WABASH ST	46041-9429	765-654-7647	AES RESTAURANT GROUP, LLC
IN	INDIANAPOLIS	738	25 S FRANKLIN RD	46219	317-897-7470	TURBO RESTAURANTS US, LLC
IN	HIGHLAND	758	3915 E RIDGE RD	46322	219-972-9595	MIRACLE RESTAURANT GROUP, LLC
IN	LAFAYETTE	7595	2219 SAGAMORE PKWY S	47905-5111	765-447-1500	AES RESTAURANT GROUP, LLC
IN	KOKOMO	776	1701 E MARKLAND AVE	46901-6233	765-452-9262	LAST TIMES A CHARM, INC.
IN	LA PORTE	7956	227 PINE LAKE AVENUE	46350	219-362-2600	BRUNO ENTERPRISES, INC.
IN	PORTAGE	7976	3360 WILLOWCREEK RD	46368	219-762-0751	PINNACLE RESTAURANTS, LLC
IN	RICHMOND	7994	215 U.S. ROUTE 40 WEST	47374	765-962-2419	RESTAURANT MANAGEMENT, INC.
IN	HEBRON	8307	3421 E. 181ST. AVENUE	46341	219-696-5300	BRUNO ENTERPRISES, INC.
IN	DEMOTTE	8386	11207 W. STREET ROAD 10	46310	219-987-2346	CARLINECO, LP
IN	CAMBRIDGE CITY	8420	1534 N. STATE ROAD 1	47327	765-478-5556	FOODTRACK, LLC
IN	Carmel	8440	4000 West 106th Street	46032	317-218-3458	AES RESTAURANTS OF OHIO LLC
IN	MARTINSVILLE	8485	273 GRAND VALLEY BLVD.	46151	765-315-0391	TURBO RESTAURANTS US, LLC
IN	TERRE HAUTE	8553	2345 SOUTH STATE RD 46	47803	812-814-3392	TURBO RESTAURANTS US, LLC
IN	INDIANAPOLIS	8558	1720 W. THOMPSON RD.	46217	317-780-4540	PILOT TRAVEL CENTERS LLC
IN	MUNSTER	864	8100 CALUMET AVE	46321	219-836-2006	MIRACLE RESTAURANT GROUP, LLC
IN	LAFAYETTE	8652	3209 BUILDER DRIVE	47909	765-746-6130	AES RESTAURANT GROUP, LLC
IN	Princeton	8720	2000 W Broadway St	47670	812-635-0297	FRIENDS HOSPITALITY PRINCETON LLC
IN	Ferdinand	8814	40 Industrial Park Road	47532	812-367-0951	FRIENDS HOSPITALITY OF FERDINAND, LLC
IN	Hobart	8835	8150 E Ridge Rd	46342	219-788-1020	MIRACLE RESTAURANT GROUP, LLC
IN	St. John	8846	10081 Wicker Ave	46373	219-627-3369	AM Saint John Meats LLC
IN	Huntingburg	8870	311 East 14th Street	47542	812-684-9494	Friends Hospitality of Huntingburg LLC
IN	TERRE HAUTE	970	3670 S US HWY 41	47802	812-232-2051	TURBO RESTAURANTS US, LLC
KS	WICHITA	1147	2130 W 21ST ST N	67203	316-838-2322	RB KANSAS, LLC
KS	WICHITA	1308	1147 S ROCK RD	67207	316-684-3366	RB KANSAS, LLC
KS	SALINA	1323	510 S BROADWAY	67401	785-827-1341	RB KANSAS, LLC
KS	WICHITA	1343	429 S WEST ST	67213	316-942-9625	RB KANSAS, LLC
KS	WICHITA	1347	2425 S SENECA	67217	316-262-4336	RB KANSAS, LLC
KS	TOPEKA	1408	1820 SE 29TH ST	66605	785-266-3721	RB MISSOURI WEST, LLC
KS	TOPEKA	1410	1187 GAGE BLVD	66604	785-273-2110	RB MISSOURI WEST, LLC
KS	WICHITA	1524	4308 E HARRY	67218	316-681-1215	RB KANSAS, LLC
KS	HUTCHINSON	1536	910 E 30TH AVE	67501	620-669-0180	RB KANSAS, LLC
KS	GARDEN CITY	1549	1719 E KANSAS PLAZA	67846	620-275-0347	RB KANSAS, LLC
KS	HAYS	1822	3501 VINE STREET	67601-1952	785-625-8080	RB KANSAS, LLC
KS	COLBY	1823	2005 S RANGE AVE	67701-4015	785-462-6460	WOODEN, INC.

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**List of Franchisees as of January 2, 2022**

State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
KS	LIBERAL	1887	620 N KANSAS AVE	67901	620-626-8901	RB KANSAS, LLC
KS	LAWRENCE	5374	1533 W 23RD ST	66046	785-843-3228	RB MISSOURI WEST, LLC
KS	DODGE CITY	5602	805 W WYATT EARP BLVD	67801-4251	620-225-7428	RB KANSAS, LLC
KS	EMPORIA	5613	2711 W US HIGHWAY 50	66801-6354	620-342-6322	RB MISSOURI WEST, LLC
KS	GREAT BEND	5670	3413 10TH ST	67530-3536	620-792-2717	RB KANSAS, LLC
KS	INDEPENDENCE	5732	423 NORTH PENNSYLVANIA	67301	620-331-1116	RB OKLAHOMA EAST, LLC
KS	MCPHERSON	5796	2200 E KANSAS AVE	67460	620-241-8835	RB KANSAS, LLC
KS	OVERLAND PARK	5881	9525 SANTA FE DR	66212	913-383-1700	RB MISSOURI WEST, LLC
KS	KANSAS CITY	6012	7500 STATE AVE	66102	913-334-4080	RB MISSOURI WEST, LLC
KS	SHAWNEE	6028	11445 W 63RD ST	66216	913-631-6118	RB MISSOURI WEST, LLC
KS	MISSION	6051	6780 JOHNSON DR	66202	913-384-3375	RB MISSOURI WEST, LLC
KS	PITTSBURG	6221	2715 N. BROADWAY AVENUE	66762	620-231-9333	RB MISSOURI SOUTH, LLC
KS	WICHITA	6751	3421 N ROCK RD	67226	316-636-9344	RB KANSAS, LLC
KS	LAWRENCE	6784	4671 WEST 6TH STREET	66049	785-331-3153	RB MISSOURI WEST, LLC
KS	ARKANSAS CITY	6903	1321 N SUMMIT STREET	67005	620-442-6947	RB KANSAS, LLC
KS	WICHITA	7064	7221 WEST 21 STREET	67205	316-773-4662	RB KANSAS, LLC
KS	DERBY	7119	640 N ROCK RD	67037	316-788-2170	RB KANSAS, LLC
KS	WICHITA	7366	8900 W CENTRAL AVE	67212-3830	316-773-1915	RB KANSAS, LLC
KS	COFFEYVILLE	7440	501 W 11TH ST	67337-5023	620-251-4304	RB OKLAHOMA EAST, LLC
KS	EL DORADO	7552	1707 W CENTRAL AVE	67042-2225	316-322-7379	RB KANSAS, LLC
KS	PAOLA	7570	1 S HEDGE LN	66071	913-294-2504	RB MISSOURI WEST, LLC
KS	BONNER SPRINGS	7582	600 TULIP DR	66012	913-441-7949	RB MISSOURI WEST, LLC
KS	NEWTON	7583	421 WINDWARD DR	67114-5424	316-282-0902	RB KANSAS, LLC
KS	MANHATTAN	7620	326 SOUTHWIND PL	66503-3110	785-537-3436	RB MISSOURI WEST, LLC
KS	GARDNER	7621	1870 E SANTA FE ST	66030-1504	913-884-2955	RB MISSOURI WEST, LLC
KS	JUNCTION CITY	7712	720 E CHESTNUT ST	66441	785-762-2080	RB MISSOURI WEST, LLC
KS	HUTCHINSON	7733	1423 E 11TH STREET	67501	620-664-5294	RB KANSAS, LLC
KS	TOPEKA	7744	5930 SW HUNTOON STREET	66614	785-228-2680	RB MISSOURI WEST, LLC
KS	OLATHE	7918	18060 W. 119TH ST	66061	913-859-9132	RB MISSOURI WEST, LLC
KS	WICHITA	7944	11419 E. 21ST STREET NORTH	67206	316-630-0016	RB KANSAS, LLC
KS	LANSING	7967	291 N. MAIN ST	66043	913-727-2420	RB MISSOURI WEST, LLC
KS	KANSAS CITY	8254	10930 PARALLEL PKWY	66109	913-299-8334	RB MISSOURI WEST, LLC
KS	OLATHE	8265	18615 W. 151ST STREET	66062	913-768-1599	RB MISSOURI WEST, LLC
KS	OLATHE	8338	13790 S. BLACKBOB RD.	66062	913-829-3458	RB MISSOURI WEST, LLC
KS	ANDOVER	8354	200 E. CLOUD	67002	316-733-1058	RB KANSAS, LLC
KS	OVERLAND PARK	8381	15021 METCALF AVE.	66223	913-685-1995	RB MISSOURI WEST, LLC
KS	WICHITA	8455	3730 N. MAIZE RD.	67205	316-721-1320	RB KANSAS, LLC
KS	GOODLAND	8472	2515 ENTERPRISE RD	67735	785-890-6103	RB KANSAS, LLC
KS	CONCORDIA	8488	1707 LINCOLN ST.	66901	785-243-4299	RB KANSAS, LLC
KS	MANHATTAN	8507	405 MCCALL RD.	66502	785-537-0990	RB MISSOURI WEST, LLC
KS	PRATT	8540	1735 E 1ST STREET	67124	620-672-1912	RB KANSAS, LLC



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State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
KS	WICHITA	8550	4815 S. WASHINGTON AVE.	67216	316-522-4788	RB KANSAS, LLC
KS	CHANUTE	8554	3301 NORTH BLUE COMET DR.	66720	620-431-0805	RB MISSOURI SOUTH, LLC
KS	PARK CITY	8597	910 EAST 53rd STREET NORTH	67219	316-831-9810	RB KANSAS, LLC
KS	SALINA	8653	2800 SOUTH 9TH ST.	67401	785-493-8110	RB KANSAS, LLC
KS	ABILENE	8683	2200 N BUCKEYE AVE	67410	785-263-3511	RB KANSAS, LLC
KS	Fort Scott	8708	2101 S. Main St.	66701	620-223-1660	RB MISSOURI SOUTH, LLC
KS	Ottawa	8744	2340 South Princeton Street	66067	785-242-2426	RB MISSOURI WEST, LLC
KY	PAINTSVILLE	1547	455 MAYO PLAZA	41240	606-789-1475	BIG A FOODS, LLC.
KY	SOMERSET	1556	4470 S HIGHWAY 27	42501-6177	606-679-5779	MJ OF SOMERSET, INC.
KY	DANVILLE	1629	1601 HUSTONVILLE RD	40422-2428	859-236-1199	ROASTING, LLC
KY	GLASGOW	1706	800 W CHERRY ST	42141-1559	270-651-9838	Friends Hospitality of Glasgow, LLC
KY	SHELBYVILLE	1719	810 TAYLORSVILLE RD	40065-9122	502-633-4240	TAYLOR-WILSON, INC.
KY	HAZARD	1950	86 COMMERCE DRIVE	41701	606-439-4223	BBT RESTAURANTS, LLC
KY	WINCHESTER	1951	100 MCCORMICK DR	40391-1054	859-744-8330	NO RED, INC.
KY	VERSAILLES	1965	467 LEXINGTON RD	40383	859-873-9299	JUST BUTCHARLES, INC.
KY	LONDON	1968	251 W HIGHWAY 80	40741-1043	606-864-0994	BBM RESTAURANTS, LLC
KY	WILLIAMSBURG	1998	701 S 10TH ST	40769	606-549-2799	LAVCO FOOD SERVICES, INC.
KY	MIDDLESBORO	5101	905 N. 12TH STREET	40965	606-248-8616	LAVCO FOOD SERVICES, INC.
KY	BELLEVUE	5124	34 DONNERMEYER DR	41073	859-581-0559	RESTAURANT MANAGEMENT, INC.
KY	LEXINGTON	5246	3391 TATES CREEK RD	40502	859-266-0112	LEXARB NO. 1, INC.
KY	COLD SPRING	5286	12 MARTHA LAYNE COLLINS BLVD	41076	859-781-5988	RESTAURANT MANAGEMENT, INC.
KY	WHITLEY CITY	5294	1376 NORTH HWY 27	42653	606-376-8400	DKMJ ENTERPRISES, INC.
KY	MOUNT STERLING	5356	694 MAYSVILLE RD	40353	859-498-9936	PINK, INC.
KY	GEORGETOWN	5383	1237 PARIS PIKE	40324	502-863-4345	BIG ST, INC.
KY	DRY RIDGE	5384	65 BLACKBURN LANE	41035	859-824-4134	WINBRAN, INC.
KY	HARRODSBURG	5417	870 S COLLEGE ST	40330	859-734-0334	BBM RESTAURANTS, LLC
KY	MOREHEAD	5479	125 W MAIN ST	40351	606-783-1009	INVISIBLE, INC.
KY	BARBOURVILLE	5486	385 PARKWAY PLZ	40906-7429	606-546-6788	LAVCO FOOD SERVICES, INC.
KY	MAYSVILLE	5606	1339 US HWY 68 S	41056	606-564-4608	RESTAURANT MANAGEMENT, INC.
KY	CAMPBELLSVILLE	5619	320 LAKEWAY SHOPPING CENTER	42718	270-465-6060	BBM RESTAURANTS, LLC
KY	RUSSELL SPRINGS	5704	966 MAPLE STREET	42642	270-866-3984	DKMJ ENTERPRISES, INC.
KY	JEFFERSONTOWN	5766	1640 KY MILL RD	40299	502-267-8130	ROSATA, INC.
KY	NICHOLASVILLE	5938	902 S MAIN ST	40356	859-948-8840	TIPTON INVESTMENTS, LLC
KY	ASHLAND	5969	12532 US ROUTE 60	41102-9602	606-928-7435	AES TRI-STATE INC.
KY	ASHLAND	6202	20 RUSSELL PLAZA DR	41101	606-324-5522	AES TRI-STATE INC.
KY	FORT WRIGHT	6219	3393 MADISON PIKE	41017	859-331-9252	RESTAURANT MANAGEMENT, INC.
KY	LEXINGTON	6228	3740 PALOMAR CENTER	40514	859-224-8930	LEXARB NO. 4, INC.
KY	CARROLLTON	6311	3055 HWY 227	41008	502-732-4779	RESTAURANT MANAGEMENT, INC.

**EXHIBIT A-1**  
**List of Franchisees as of January 2, 2022**

State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
KY	SOUTH WILLIAMSON	6438	318 SOUTHSIDE MALL	41503	606-237-0265	EPLING FOOD GROUP, LLC
KY	BENTON	6482	58 US HWY 68 W	42025	270-527-2643	MINIT MART LLC
KY	HINDMAN	6583	2021 HWY 160	41822	606-785-9051	KWIK SHOP CONCEPTS, INC.
KY	STANFORD	6644	102 VINCENT DR	40484	606-365-3780	LET ME TH, INC.
KY	GRAYSON	6647	852 N CAROL MALONE BOULEVARD	41143	606-474-2340	AES TRI-STATE INC.
KY	SOMERSET	6660	290 N HIGHWAY 27	42503-3600	606-678-2878	ROSS ENTERPRISES NO. 2
KY	MOUNT WASHINGTON	6964	360 VILLAGE LANE	40047	502-538-4441	ROSATA, INC.
KY	BURLINGTON	7267	1715 BURLINGTON PIKE	41005	859-647-2420	RESTAURANT MANAGEMENT, INC.
KY	PIKEVILLE	7286	186 CASSADY BLVD	41501	606-437-0403	REI PIKEVILLE, INC.
KY	HEBRON	7341	2130 N BEND RD	41048	859-534-5460	RESTAURANT MANAGEMENT, INC.
KY	STANTON	7421	50 W PENDLETON ST	40380-2232	606-663-5376	FOOD COURT SOLUTIONS, LLC
KY	BAXTER	7435	32 N US HWY 119	40806	606-574-0616	BBT RESTAURANTS, LLC
KY	RICHMOND	7486	3799 COLONEL RD	40475-9109	859-624-0882	CAROLINECO, LP
KY	PINEVILLE	7504	HWY 119 & US 25E	40977-9343	606-441-5051	BBT RESTAURANTS, LLC
KY	PARIS	7546	116 MATLACK ST	40361-1064	859-987-8585	PARIS ARB, LLC
KY	MOUNT VERNON	7647	1650 RICHMOND ST	40456-2313	606-256-1397	ROAST BEAST, LLC
KY	ERMINE	7684	1766 HIGHWAY 119 N	41815	606-633-8396	KWIK SHOP CONCEPTS, INC.
KY	LEBANON	7722	768 WEST MAIN STREET	40033	270-692-1507	BBT RESTAURANTS, LLC
KY	GREENUP	7775	1300 SEATON DRIVE	41144	606-473-0434	AES TRI-STATE INC.
KY	CALVERT CITY	7785	2966 US HWY 62	42029	270-395-0598	CAROLINECO, LP
KY	CATLETTSBURG	7926	3740 LOUISA RD	41129	606-931-0943	AES TRI-STATE INC.
KY	ALEXANDRIA	7964	7150 ALEXANDRIA PIKE	41001	859-448-2280	RESTAURANT MANAGEMENT, INC.
KY	ASHLAND	7980	1045 WINCHESTER AVENUE	41102	606-326-9862	AES TRI-STATE INC.
KY	FLEMINGSBURG	8207	106 J.B. SHANNON DR	41041	606-849-2177	BBT RESTAURANTS, LLC
KY	MOUNT STERLING	8212	3409 CAMARGO RD	40353	859-498-5101	FOOD COURT SOLUTIONS, LLC
KY	LOUISA	8230	100 DENNISON DR	41230	606-673-4308	AES TRI-STATE INC.
KY	MAYFIELD	8268	1212 PARIS RD.	42066	270-247-2300	MINIT MART LLC
KY	PRESTONSBURG	8329	1308 NORTH LAKE DR.	41653	606-263-4909	AES TRI-STATE INC.
KY	CENTRAL CITY	8377	637 SOUTH 2ND STREET	42330	270-754-4400	Friends Hospitality of Central City, LLC
KY	WALTON	8476	205 MARY GRUBBS PKWY	41094	859-485-1664	RESTAURANT MANAGEMENT, INC.
KY	MURRAY	8596	409 N. 12TH STREET	42071	270-917-2729	Friends Hospitality of Murray, LLC
KY	CORBIN	8669	1897 CUMBERLAND FALLS HWY	40701	606-523-5668	LAVCO FOOD SERVICES, INC.
KY	Corbin	8752	384 West Cumberland Road	40701	606-280-7471	BBM RESTAURANTS, LLC
KY	FLORENCE	885	8061 HOLIDAY PL	41042-9648	859-525-6860	RESTAURANT MANAGEMENT, INC.
KY	CRESCENT SPRINGS	934	2517 HAZELWOOD DR	41017	859-341-0100	RESTAURANT MANAGEMENT, INC.
LA	MONROE	1528	2407 LOUISVILLE RD	71201	318-323-1700	JOHN G. FOX
LA	BOSSIER CITY	1624	2015 AIRLINE DR	71111-3203	318-742-7910	YOURCO, INC.
LA	SHREVEPORT	1634	2902 BERT KOUNS INDUSTRIAL LOOP	71118-3009	318-687-8947	TURBO RESTAURANTS, LLC

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State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
LA	LAFAYETTE	1795	3333 AMBASSADOR CAFFERY PKWY	70503	337-988-3118	TURBO RESTAURANTS US, LLC
LA	PINEVILLE	1809	2701 HIGHWAY 28 E	71360-5712	318-314-8500	TURBO RESTAURANTS US, LLC
LA	METAIRIE	5274	3847 VETERANS MEMORIAL BLVD	70002-5607	504-885-6863	MIRACLE RESTAURANT GROUP, LLC
LA	HAMMOND	6030	2111 SW RAILROAD AVE	70403-1443	985-345-3419	PILOT TRAVEL CENTERS LLC
LA	LEESVILLE	6749	1402 SOUTH FIFTH STREET	71446	337-509-1230	TURBO RESTAURANTS US, LLC
LA	PORT ALLEN	6954	751 LOBDELL HWY S	70767	225-389-9111	CAROLINECO, LP
LA	BREAUX BRIDGE	7104	2112 REES ST	70517	337-332-0626	PILOT TRAVEL CENTERS LLC
LA	HAUGHTON	7209	490 N ELM ST	71037	318-390-9712	PILOT TRAVEL CENTERS LLC
LA	DENHAM SPRINGS	7275	8130 RUSHING RD	70726	225-664-1539	TURBO RESTAURANTS US, LLC
LA	RICHMOND	7309	227 HWY 65 S	71282	318-574-6413	CAROLINECO, LP
LA	GREENWOOD	7410	9600 HIGHWAY 80	71033-2341	318-938-8790	CAROLINECO, LP
LA	MINDEN	7790	13510 INDUSTRIAL DR	71055	318-371-3796	CAROLINECO, LP
LA	VINTON	7954	2024 WEST ST	70668	337-589-9858	CAROLINECO, LP
LA	HOUMA	8206	1769 MARTIN LUTHER KING BLVD	70360	985-851-1640	DAIGLE RESTAURANTS, INC.
LA	IOWA	8504	1119 LOWE-GROUT RD.	70647	337-582-5464	PILOT TRAVEL CENTERS LLC
LA	BOYCE	8579	7046 HIGHWAY 1	71409	318-448-6025	CAROLINECO, LP
LA	COVINGTON	8659	2500 NORTH HWY 190	70433	985-377-1840	MIRACLE RESTAURANT GROUP, LLC
LA	West Monroe	8704	528 Thomas Rd	71292	318-600-4377	ROSENBELL, INC.
LA	Harvey	8735	2301 Manhattan Blvd	70058	504-704-5994	MIRACLE RESTAURANT GROUP, LLC
LA	Baton Rouge	8751	3120 S. Sherwood Forest	70816	225-256-1790	TURBO RESTAURANTS US, LLC
LA	Kenner	8777	1000 W. Esplanade Ave	70065	504-502-0002	MIRACLE RESTAURANT GROUP, LLC
LA	Lake Charles	8796	3126 L'Auberge Blvd.	70601	337-240-8280	ASPIRE 2B HOSPITALITY - RBS, LLC
LA	Slidell	8822	1648 Gause Boulevard	70458	985-771-2124	MIRACLE RESTAURANT GROUP, LLC
LA	Ruston	8850	513 North Service Road East	71270		ROSENBELL, INC.
LA	New Iberia	8979	1120 E Admiral Doyle Dr	75244	337-718-3010	TURBO RESTAURANTS US, LLC
MA	AUBURN	1612	406 SOUTHBRIDGE ST	01501-2442	508-832-9764	L & M OF AUBURN, INC.
MA	CHICOPEE	341	1483 GRANBY RD	01020-2048	413-593-1437	L & M INC. OF CHICOPEE
MD	LA VALE	1589	1206 NATIONAL HWY	21502-7603	301-729-0448	THREE M ASSOCIATES, INC.
MD	SALISBURY	1595	116 WARD ST	21801	410-543-2777	DELMARBY, INC.
MD	LAUREL	272	225 GORMAN AVE.	20707	240-294-7850	KBP INSPIRED, LLC
MD	SALISBURY	5313	2350 N SALISBURY BLVD	21801-2145	410-742-5255	DELMARBY, INC.
MD	CAMBRIDGE	5692	2731 DORCHESTER SQUARE	21613	410-228-9239	CATO, INCORPORATED
MD	POCOMOKE CITY	6432	2322 STOCKTON RD	21851-2871	410-957-3770	CATO, INCORPORATED
MD	CHARLOTTE HALL	6715	30063 MARKET DR	20622-3163	240-249-3171	KBP INSPIRED, LLC
MD	BELTSVILLE	6773	10425 BALTIMORE BLVD	20705	301-937-0023	KBP INSPIRED, LLC
MD	HAGERSTOWN	7073	17794 GARLAND GROH BLVD	21740-2016	301-733-2142	KBP INSPIRED, LLC
MD	FREDERICK	7085	7389 GUILFORD DR	21704	301-360-0760	KBP INSPIRED, LLC
MD	FORESTVILLE	7126	3317 DONNELL DR	20747-3208	301-420-2607	KBP INSPIRED, LLC
MD	WESTMINSTER	7129	120 MALL RING RD	21157-9311	410-871-2189	BALT AREA MEATS, LLC
MD	MOUNT AIRY	7144	210 E RIDGEVILLE BLVD	21771-5258	301-829-9841	BALT AREA MEATS, LLC
MD	UPPER MARLBORO	7150	4800 SE CRAIN HWY	20772	301-574-1062	KBP INSPIRED, LLC

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State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
MD	WHITE MARSH	7171	4111 WHOLESALE CLUB DR	21236	410-663-6140	ACW WHITEMARSH, INC.
MD	FREDERICK	7177	1203 W PATRICK ST	21702	301-668-8700	KBP INSPIRED, LLC
MD	GAMBRILLS	7178	2623 BRANDERMILL BLVD	21054-1645	410-451-2434	BALT AREA MEATS, LLC
MD	BEL AIR	7179	10 BEL AIR SOUTH PKWY	21015-6038	443-372-5074	BALT AREA MEATS, LLC
MD	ELLICOTT CITY	7188	3290 CENTENNIAL LN	21042-3657	410-480-1831	BALT AREA MEATS, LLC
MD	DENTON	7195	700 N 6TH ST	21629-3318	410-479-9622	CATO, INCORPORATED
MD	LEONARDTOWN	7229	40824 MERCHANTS LANE	20650	301-997-1052	KBP INSPIRED, LLC
MD	CHESTERTOWN	7338	707 WASHINGTON AVE	21620	410-810-8955	CATO, INCORPORATED
MD	JESSUP	7445	7410 ASSATEAGUE DR	20794-3202	301-621-1145	KBP INSPIRED, LLC
MD	FINKSBURG	7703	3004 GAMBER RD	21048	410-861-9216	BALT AREA MEATS, LLC
MD	EDGEWATER	7829	5 MAYO RD	21037	410-571-5879	BALT AREA MEATS, LLC
MD	BELCAMP	7856	1323 POLICY DR	21017	410-272-1892	BALT AREA MEATS, LLC
MD	ROSEDALE	7865	8672 PULASKI HIGHWAY	21237	410-238-2080	BALT AREA MEATS, LLC
MD	BALTIMORE	7941	7050 FRIENDSHIP ROAD, BLDG 100	21240	410-684-3002	D & D FOOD COMPANY, LLC
MD	GRANTSVILLE	7992	3000 CHESTNUT RIDGE RD	21536	301-895-4543	PILOT TRAVEL CENTERS LLC
MD	PASADENA	8009	8103 RITCHIE HWY	21122	410-424-2293	BALT AREA MEATS, LLC
MD	COCKEYSVILLE	8028	11025 YORK RD	21030	410-329-1405	BALT AREA MEATS, LLC
MD	BALTIMORE	8044	7905 EASTERN AVENUE.	21224	410-284-1281	BALT AREA MEATS, LLC
MD	CLINTON	8336	8921 WOODYARD CROSSING SHOPPING CTR.	20735	301-868-2226	ANB CAFE, INC.
MD	EASTON	8355	8359 OCEAN GATEWAY	21601	410-770-9239	PENN-CAM, INC.
MD	FT. MEADE	8403	8375 MAPES RD	20755	410-874-7023	ARMY & AIR FORCE EXCHANGE SERVICE
MD	HYATTSVILLE	8405	2001 UNIVERSITY BLVD.	20783	301-439-0007	ANB CAFE, INC.
MD	JB ANDREWS	8478	Building 1811 G Street	20762	301-568-0180	ARMY & AIR FORCE EXCHANGE SERVICE
MD	BERLIN	8536	10627 OCEAN GATEWAY	21811	410-641-1124	FAIRVIEW, INC.
MD	SALISBURY	8587	31942 SUMMER DR.	21804	443-736-8640	DELMARBY, INC.
MD	Elkton	8743	224 East Pulaski Hwy	21921	410-392-2413	PULASKI MEATS LLC
MD	Hagerstown	8746	10306 Arnett Drive	21740	240-513-7058	HAGERSTOWN MEATS, LLC
MD	Windsor Mill	8780	7007 Security Boulevard	21244	443-348-3957	SECURITY MEATS, LLC
MD	Glen Burnie	8801	1250 Crain Highway South	21061	443-883-3560	GLEN BURNIE MEATS, LLC
MD	Waldorf	8828	1130 Smallwood Drive West	20603	240-754-7385	Waldorf Meats, LLC
ME	AUGUSTA	1225	219 WESTERN AVE	04330	207-622-4050	RAFFEL BROTHERS
ME	AUBURN	1252	670 CENTER ST	04210-6370	207-783-6031	RAFFEL BROTHERS
ME	TOPSHAM	1890	2 TOPSHAM FAIR MALL RD	04086-1736	207-729-8244	TOPSHAM-SRT, INC.
ME	PRESQUE ISLE	5965	789 MAIN ST	04769-2201	207-764-5172	WILCOX, DAWSON, WILCOX, INC.
MI	PETOSKEY	1073	438 W MITCHELL ST	49770-2229	231-347-3351	Spare Parts Partners, LLC
MI	GAYLORD	1185	609 W MAIN ST	49735-1867	989-732-7247	MCW VENTURES, INC.
MI	ALPENA	1761	2250 US HIGHWAY 23 S	49707-4544	989-354-2002	ELGIN ENTERPRISES, INC.
MI	JACKSON	380	3131 E MICHIGAN AVE	49202	517-789-7181	C.H.E.W., INC.
MI	WEST BRANCH	5304	2900 COOK RD	48661-9338	989-345-3707	C.H.E.W., INC.

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MI	CLARE	5418	10207 S CLARE AVE	48617	989-386-2161	BEEF VENTURES, INC. - CLARE
MI	CHEBOYGAN	5693	840 S MAIN ST	49721	231-627-6003	UP & OVER, LLC
MI	HARTLAND	5856	10099 HIGHLAND RD	48353-2521	810-632-5910	C.H.E.W., INC.
MI	ALBION	5863	27790 C DR N	49224	517-629-5890	C.H.E.W., INC.
MI	PORTLAND	5894	1651 GRAND RIVER AVE	48875	517-647-6414	C.H.E.W., INC.
MI	TRENTON	5911	3660 WEST RD	48183	734-675-3250	FORSH, INC.
MI	FENTON	5950	3253 OWEN RD	48430	810-750-8004	C.H.E.W., INC.
MI	DE WITT	5961	13270 S US HIGHWAY 27	48820-7840	517-669-8272	C.H.E.W., INC.
MI	JACKSON	5964	952 N WEST AVE	49202	517-787-1245	C.H.E.W., INC.
MI	THREE RIVERS	5968	700 S US HIGHWAY 131	49093-8825	269-273-8995	LAST TIMES A CHARM, INC.
MI	WIXOM	6021	49800 GRAND RIVER AVE	48393-3319	248-380-5610	C.H.E.W., INC.
MI	HOWELL	6081	3639 E GRAND RIVER AVE	48843-7547	517-548-0518	C.H.E.W., INC.
MI	SAULT STE. MARIE	6188	4288 I-75 BUSINESS SPUR	49783	906-632-3388	UP & OVER, LLC
MI	FARMINGTON HILLS	6200	27900 ORCHARD LAKE RD	48334	248-932-3094	FARMINGTON HILLS BEEF
MI	MILAN	6325	1189 DEXTER ST	48160	734-439-2555	FORSH, INC.
MI	SWARTZ CREEK	6451	4246 ELMS RD	48473-1561	810-635-8824	G.B. BEEF, INC.
MI	HOUGHTON LAKE	6484	3574 W HOUGHTON LAKE DR	48629	989-366-6118	ZEEZ ENTERPRISES, INC.
MI	NILES	6516	1137 S 11TH ST	49120-3406	269-684-8811	LAST TIMES A CHARM, INC.
MI	WHITE LAKE	6535	10855 HIGHLAND RD	48386-2151	248-698-6926	C.H.E.W., INC.
MI	FLAT ROCK	6561	27074 TELEGRAPH RD	48134	734-782-4080	FORSH, INC.
MI	WALLED LAKE	6623	1808 E WEST MAPLE RD	48390	248-669-6626	G.B. BEEF, INC.
MI	GRAYLING	6763	5800 NELSON A MILES PKWY	49738	989-344-0081	FIZI BEEF, LLC
MI	OKEMOS	6828	2214 JOLLY RD	48864	517-347-9699	CRAWFORD BROS. INC.
MI	STANDISH	6979	3919 S HURON RD	48658-9474	989-846-9901	C.H.E.W., INC.
MI	LANSING	7094	8445 W SAGINAW HWY	48917	517-622-0511	CRAWFORD BROS. INC.
MI	HILLSDALE	7394	411 W CARLETON RD	49242-1354	517-437-2472	PINNACLE RESTAURANTS, LLC
MI	TROY	742	1150 LIVERNOIS RD	48084	248-585-1080	C.H.E.W., INC.
MI	AUBURN HILLS	7431	160 BROWN RD	48326-1302	248-393-1255	G.B. BEEF, INC.
MI	KALKASKA	7485	906 N CEDAR ST	49646-8473	231-258-0611	PINNACLE RESTAURANTS, LLC
MI	HOWELL	7505	1385 N BURKHART RD	48855-9689	517-540-6967	CRAWFORD BROS. INC.
MI	DIMONDALE	7530	9800 DAVIS HWY	48821-9439	517-408-0023	CRAWFORD BROS. INC.
MI	DUNDEE	7581	103 WATERSTRADT COMMERCE DR	48131-9681	734-529-8170	G.B. BEEF, INC.
MI	STERLING HEIGHTS	7589	43761 SCHOENHERR RD	48313	586-726-6791	NORTHSTAR DINING, STERLING, LLC
MI	LINWOOD	7597	88 N HURON RD	48634-9527	989-697-5360	C.H.E.W., INC.
MI	SHELBY	7630	14020 23 MILE ROAD	48315	586-566-6686	SHELBY FOODS, LLC
MI	BATTLE CREEK	7644	2195 W COLUMBIA AVE	49015-2847	269-965-9030	PINNACLE RESTAURANTS, LLC
MI	CHESTERFIELD TOWNSHIP	7727	33491 23 MILE ROAD	48047	586-716-5767	NORTHSTAR DINING CHESTERFIELD, LLC
MI	WASHINGTON TOWNSHIP	7736	66021 VAN DYKE	48095	586-336-4800	NORTHSTAR DINING WASHINGTON, LLC
MI	GRAND BLANC	7903	3465 POLLOCK RD	48439	810-694-0188	G.B. BEEF, INC.
MI	TRAVERSE CITY	7922	1370 S. AIRPORT ST	49686	231-929-1662	ZIPPY VENTURES, LLC.

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MI	MACOMB	7925	20749 HALL RD	48044	586-954-3000	NORTHSTAR DINING MACOMB, LLC
MI	PLYMOUTH	7933	47135 FIVE MILE RD	48170	734-414-1963	C.H.E.W., INC.
MI	FLINT	7965	6053 HILL 23 DRIVE	48507	810-232-7212	C.H.E.W., INC.
MI	STERLING HEIGHTS	8462	39540 VAN DYKE RD.	48334	586-446-4607	NORTHSTAR DINING PLUMBROOK, LLC
MI	HOLLAND	8503	853 INTERCHANGE DR.	49423	616-796-2243	PILOT TRAVEL CENTERS LLC
MI	TRAVERSE CITY	8604	720 MUNSON AVENUE	49686	231-486-6241	ZIPPY VENTURES, LLC.
MI	Jackson	8803	2565 Airport Road	49202	517-962-4528	C.H.E.W., INC.
MI	Big Rapids	8839	1298 Perry Ave	49307	231-598-9340	BEEF VENTURES, INC. - BIG RAPIDS
MI	CADILLAC	976	1714 N MITCHELL ST	49601	231-775-8891	RESORTS BEEF, LTD
MI	ADRIAN	979	1359 S MAIN ST	49221	517-263-2700	C.H.E.W., INC.
MN	MOORHEAD	7388	3108 HIGHWAY 10 E	56560-2527	218-287-8711	AES MIDWEST, LLC
MN	WORTHINGTON	7429	1663 N HUMISTON AVE	56187	507-372-4944	HEAP BIG BEEF, INC.
MN	WINONA	8606	1055 HWY 61 EAST	55987	507-262-3803	DRM, INC.
MO	MARYLAND HEIGHTS	1117	12730 DORSETT RD	63043	314-576-4200	RB MISSOURI EAST, LLC
MO	SPRINGFIELD	136	735 S GLENSTONE RD	65804	417-862-3146	GILBERT & SONS, INC.
MO	ST. PETERS	1566	225 MID RIVERS MALL DR	63376-4307	636-970-1300	RB MISSOURI EAST, LLC
MO	ROLLA	1736	1005 KINGS HIGHWAY ST	65401-2920	573-341-3611	RBR MANAGEMENT, INC.
MO	ST. JOSEPH	1794	1604 N BELT HWY	64506-2496	816-232-7114	SOUND INVESTMENT CORPORATION
MO	ST. LOUIS	504	4021 LINDELL BLVD	63108	314-652-0726	RB MISSOURI EAST, LLC
MO	ST. ROBERT	5134	421 MARSHALL DR	65584	573-336-3624	DRG MANAGEMENT, INC.
MO	ST. LOUIS	578	6666 CHIPPEWA RD	63109	314-353-2800	RB MISSOURI EAST, LLC
MO	ST. LOUIS	581	3973 LEMAY FERRY RD	63125	314-487-4700	RB MISSOURI EAST, LLC
MO	INDEPENDENCE	5827	4515 S. NOLAND ROAD	64055	816-373-9368	RB MISSOURI WEST, LLC
MO	SPRINGFIELD	600	2225 S CAMPBELL AVE	65804	417-883-4811	GILBERT & SONS, INC.
MO	GRANDVIEW	6005	11919 BLUE RIDGE BLVD	64030	816-765-8228	RB MISSOURI WEST, LLC
MO	KANSAS CITY	6017	2108 TANEY ST	64116	816-842-0576	RB MISSOURI WEST, LLC
MO	ST. LOUIS	6258	10511 PAGE AVE	63132	314-890-0300	RB MISSOURI EAST, LLC
MO	HARRISONVILLE	6277	1500 N STATE ROUTE 291	64701-1271	816-380-3130	RB MISSOURI WEST, LLC
MO	RAYTOWN	6296	9066 E 350 HWY	64133-5760	816-737-8553	RB MISSOURI WEST, LLC
MO	INDEPENDENCE	6489	2531 SOUTH M-291 HIGHWAY	64057	816-373-5236	RB MISSOURI WEST, LLC
MO	FESTUS	6519	690 S TRUMAN BLVD	63028	636-931-9700	RB MISSOURI EAST, LLC
MO	O'FALLON	6860	705 HWY K	63366	636-240-1004	RB MISSOURI EAST, LLC
MO	KIRKWOOD	6962	1147 S KIRKWOOD ROAD	63122	314-909-0800	RB MISSOURI EAST, LLC
MO	SPRINGFIELD	699	1416 W KEARNEY ST	65803	417-865-9779	GILBERT & SONS, INC.
MO	KEARNEY	7003	520 SHANKS AVENUE	64060	816-628-4520	RB MISSOURI WEST, LLC
MO	WASHINGTON	7024	1920 WASHINGTON CROSSING	63090	636-390-8383	RB MISSOURI EAST, LLC
MO	WARRENSBURG	704	502 N MAGUIRE ST	64093	660-747-7944	RB MISSOURI WEST, LLC
MO	WEBB CITY	7097	1704 SOUTH MADISON	64870	417-673-1727	RB MISSOURI SOUTH, LLC
MO	FENTON	7166	1181 GRAVOIS ROAD	63026	636-305-1773	RB MISSOURI EAST, LLC
MO	CARTHAGE	7194	1501 W CENTRAL AVE	64836	417-359-9181	RB MISSOURI SOUTH, LLC
MO	LEE'S SUMMIT	7199	1027 NE RICE RD	64086-6360	816-347-8170	RB MISSOURI WEST, LLC

**EXHIBIT A-1**  
**List of Franchisees as of January 2, 2022**

State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
MO	BELTON	7222	1420 E NORTH AVE	64012	816-318-1525	RB MISSOURI WEST, LLC
MO	HAZELWOOD	7242	815 JAMES S MCDONNEL BLVD	63042	314-731-7232	RB MISSOURI EAST, LLC
MO	LEE'S SUMMIT	7287	200 SW 150 HWY	64082-4405	816-537-5442	RB MISSOURI WEST, LLC
MO	SEDALIA	7327	2701 W BROADWAY	65301	660-829-4072	RB MISSOURI WEST, LLC
MO	FLORISSANT	7393	1275 GRAHAM RD	63031-8014	314-830-4167	RB MISSOURI EAST, LLC
MO	PLATTE CITY	7409	1700 PRAIRIE VIEW RD	64079-9717	816-431-9943	RB MISSOURI WEST, LLC
MO	ST. JOSEPH	7412	4601 S LEONARD RD	64507	816-364-5096	RB MISSOURI WEST, LLC
MO	HAYTI	7458	1701 HIGHWAY 84 E	63851-1943	573-359-0471	PILOT TRAVEL CENTERS LLC
MO	DELLWOOD	751	10404 W FLORISSANT	63136	314-867-2200	RB MISSOURI EAST, LLC
MO	WENTZVILLE	7556	1988 WENTZVILLE PKWY	63385-3453	636-327-3710	RB MISSOURI EAST, LLC
MO	CLINTON	7623	514 PAWNEE ST	64735-2683	660-885-3921	RB MISSOURI WEST, LLC
MO	OZARK	7624	1801 W MARLER LANE	65721	417-485-2406	RB MISSOURI SOUTH, LLC
MO	COLUMBIA	7627	3911 S PROVIDENCE RD	65203-7106	573-449-9961	RB MISSOURI SOUTH, LLC
MO	EXCELSIOR SPRINGS	7637	2303 VINTAGE CT	64024	816-637-2914	RB MISSOURI WEST, LLC
MO	NIXA	7641	713 MCCROSKEY ST	65714-9403	417-725-4170	RB MISSOURI SOUTH, LLC
MO	BOONVILLE	7689	2421 MID-AMERICAN INDUSTRIAL DRIVE	65233	660-882-6913	RB MISSOURI SOUTH, LLC
MO	MARSHALL	7690	1191 CHEROKEE STREET	65340	660-886-6426	RB MISSOURI WEST, LLC
MO	SPRINGFIELD	7725	1833 W. REPUBLIC ROAD	65807	417-890-0902	GILBERT & SONS, INC.
MO	FARMINGTON	7743	559 W. KARSCH BLVD.	63640	573-747-0074	RB MISSOURI EAST, LLC
MO	KINGDOM CITY	7764	3325 COUNTY ROAD 211	65262	573-642-1161	RB MISSOURI SOUTH, LLC
MO	UNION	7917	1535 DENMARK RD	63084	636-584-8117	RB MISSOURI EAST, LLC
MO	COLUMBIA	7935	3200 BROADWAY BUSINESS PARK CT.	65203	573-446-0500	RB MISSOURI SOUTH, LLC
MO	ST. PETERS	7985	6086 MID-RIVERS MALL DR	63304	636-447-4904	RB MISSOURI EAST, LLC
MO	ST. CHARLES	7998	3786 ELM ST	63301	636-925-3181	RB MISSOURI EAST, LLC
MO	NEOSHO	7999	702 S. NEOSHO BLVD	64850	417-455-5884	RB MISSOURI SOUTH, LLC
MO	KANSAS CITY	8219	8261 N. OXFORD AVE	64158	816-792-4900	RB MISSOURI WEST, LLC
MO	SULLIVAN	8227	30 S. SERVICE ROAD EAST	63080	573-860-2729	RB MISSOURI EAST, LLC
MO	OSAGE BEACH	8236	5779 HIGHWAY 54	65065	573-302-7660	RB MISSOURI SOUTH, LLC
MO	ST. LOUIS	8253	2945 DOUGHERTY FERRY RD	63122	636-825-2736	RB MISSOURI EAST, LLC
MO	KANSAS CITY	8255	6951 NW 83RD TERRACE	64152	816-505-0757	RB MISSOURI WEST, LLC
MO	EUREKA	8269	60 HILLTOP VILLAGE CENTER DR.	63025	636-587-2247	RB MISSOURI EAST, LLC
MO	SPRINGFIELD	8274	230 S. WEST BYPASS	65802	417-831-2786	GILBERT & SONS, INC.
MO	INDEPENDENCE	8286	20111 E. VALLEY VIEW PKWY	64057	816-795-1301	RB MISSOURI WEST, LLC
MO	LEBANON	8287	888 SOUTH JEFFERSON AVE.	65536	417-532-4437	RB MISSOURI SOUTH, LLC
MO	LAKE ST. LOUIS	8323	909 ROBERT RAYMOND DR	63367	636-625-0836	RB MISSOURI EAST, LLC
MO	BRIDGETON	8333	11976 PAUL MAYER AVE.	63044	314-770-9313	RB MISSOURI EAST, LLC
MO	BRANSON	8337	1077 BRANSON HILLS PKWY	65616	417-239-3066	RB MISSOURI SOUTH, LLC
MO	JEFFERSON CITY	8344	2815 S. TEN MILE DR.	65109	573-659-8638	RB MISSOURI SOUTH, LLC
MO	ARNOLD	8346	224 ARNOLD CROSSROADS CENTER	63010	636-287-3241	RB MISSOURI EAST, LLC
MO	BRENTWOOD	8368	8720 MANCHESTER RD.	63144	314-962-2697	RB MISSOURI EAST, LLC
MO	ST LOUIS	8380	12698 LAMPLIGHTER SQUARE	63128	314-729-7593	RB MISSOURI EAST, LLC
MO	BLUE SPRINGS	8413	1225 NE CORONADO DR.	64014	816-228-2723	RB MISSOURI WEST, LLC
MO	REPUBLIC	8424	1320 US HIGHWAY 60 EAST	65738	417-732-7120	RB MISSOURI SOUTH, LLC

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State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
MO	WEST PLAINS	8429	1342 SOUTHERN HILLS CENTER	65775	417-256-0433	RB MISSOURI SOUTH, LLC
MO	JOPLIN	8442	2408 S. RANGE LINE RD	64804	417-625-1962	RB MISSOURI SOUTH, LLC
MO	KANSAS CITY	8454	4841 N. OAK TRAFFICWAY	64118	816-454-4156	RB MISSOURI WEST, LLC
MO	MONETT	8474	836 E. HIGHWAY 60	65708	417-235-5516	RB MISSOURI SOUTH, LLC
MO	BOLIVAR	8475	1995 SOUTH SPRINGFIELD AVE	65613	417-326-2729	RB MISSOURI SOUTH, LLC
MO	MOBERLY	8530	600 EAST US HIGHWAY 24	65270	660-263-0536	RB MISSOURI SOUTH, LLC
MO	TROY	8556	3 THE PLAZA	63379	636-528-0281	RB MISSOURI EAST, LLC
MO	ST CHARLES	8593	1830 - 1ST CAPITOL DRIVE	63301	636-925-3133	RB MISSOURI EAST, LLC
MO	KANSAS CITY	8628	8545 N OAK TRAFFICWAY	64155	816-436-0527	RB MISSOURI WEST, LLC
MO	HANNIBAL	8658	4729 MCMASTERS AVE	63401	573-719-3474	TURBO RESTAURANTS US, LLC
MO	KIRKSVILLE	8680	2607 North Baltimore Street	63501	660-262-3030	DRM, INC.
MO	New Florence	8813	482 Tree Farm Road	63363	573-835-3102	CAROLINECO, LP
MO	MANCHESTER	945	14120 MANCHESTER RD	63011	636-394-4200	RB MISSOURI EAST, LLC
MS	JACKSON	1100	3865 HIGHWAY 80 W	39209-7507	601-944-0293	TURBO RESTAURANTS US, LLC
MS	MERIDIAN	1756	1400 N FRONTAGE RD	39301-6151	601-485-3121	TURBO RESTAURANTS US, LLC
MS	HATTIESBURG	1906	6525 U S HIGHWAY 49	39401-3006	601-268-7333	MIRACLE RESTAURANT GROUP, LLC
MS	GULFPORT	1907	9326 HWY 49 N	39503	228-284-2525	TURBO RESTAURANTS US, LLC
MS	LAUREL	1921	2138 HWY 15 N	39440	601-649-9566	MIRACLE RESTAURANT GROUP, LLC
MS	PEARL	1993	237 PEARSON RD	39288	601-932-2594	YOUNGSTOWN RESTAURANT ASSOCIATES, INC.
MS	RIDGELAND	6256	804 LAKE HARBOUR DRIVE	39157	601-856-9525	YOUNGSTOWN RESTAURANT ASSOCIATES, INC.
MS	COLUMBUS	6391	1911 HWY 45 N	39701	662-329-2536	TURBO RESTAURANTS US, LLC
MS	TOOMSUBA	6718	113 WILL GARRETT ROAD	39364	601-632-4006	CAROLINECO, LP
MS	NEW ALBANY	6908	500 STATE HIGHWAY 15 S	38652-4521	662-539-0211	PILOT TRAVEL CENTERS LLC
MS	TUPELO	7038	606 S GLOSTER ST	38801	662-841-5147	TURBO RESTAURANTS US, LLC
MS	CANTON	7111	1545 W PEACE ST	39046	601-859-9336	CAROLINECO, LP
MS	OCEAN SPRINGS	7272	1202 BIENVILLE BLVD	39564-2912	228-875-0023	TURBO RESTAURANTS US, LLC
MS	MCCOMB	7495	2001 SMITHDALE RD	39648	601-250-6691	TURBO RESTAURANTS US, LLC
MS	HATTIESBURG	7612	6178 HIGHWAY 98	39402-8530	601-296-1220	TURBO RESTAURANTS US, LLC
MS	GULFPORT	8223	14035 AIRPORT RD	39503	228-868-8472	MSE BRANDED FOODS OF GULFPORT-BILOXI, LLC
MS	JACKSON	8226	1260 HIGH ST	39202	601-714-3088	TURBO RESTAURANTS US, LLC
MS	POPLARVILLE	8465	720 HWY 26 EAST	39470	601-403-9850	CAROLINECO, LP
MS	BILOXI	8496	506 LARCHER BLVD. BLDG 2306	39534	228-435-3684	ARMY & AIR FORCE EXCHANGE SERVICE
MS	WEST POINT	8576	5360 HIGHWAY 45A SOUTH	39773	662-494-0122	CAROLINECO, LP
MS	OXFORD	8648	103 HOME DEPOT DRIVE	38655	662-234-0803	GHM INVESTMENTS, LLC
MS	OLIVE BRANCH	8649	6646 GOODMAN ROAD	38654-7056	662-932-3098	GHM INVESTMENTS, LLC
MS	Waveland	8699	342 US 90	39576	228-220-1386	TURBO RESTAURANTS US, LLC
MS	Vicksburg	8761	700 Ceres Blvd.	39183	601-636-3017	CAROLINECO, LP
MS	HOLLY SPRINGS	8869	929 Highway No. 7 South	38635	662-504-6074	CAROLINECO, LP
MT	BILLINGS	1107	1017 GRAND AVE	59102	406-254-6666	AES MIDWEST, LLC
MT	BILLINGS	1108	1507 MAIN ST	59105	406-252-9339	AES MIDWEST, LLC
MT	MISSOULA	1177	2900 BROOKS ST	59801	406-543-8484	AES MIDWEST, LLC



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State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
MT	GREAT FALLS	1178	801 10TH AVE S	59405-2153	406-452-0752	AES MIDWEST, LLC
MT	BUTTE-SILVER BOW	1937	3131 HARRISON AVE	59701	406-494-1438	AES MIDWEST, LLC
MT	KALISPELL	6198	1210 US HIGHWAY 2 W	59901-3412	406-755-8220	AES MIDWEST, LLC
MT	HELENA	6540	2801 MONTANA AVE	59601	406-442-5772	AES MIDWEST, LLC
MT	MISSOULA	6631	3115 NORTH RESERVE STREET	59801	406-541-1640	AES MIDWEST, LLC
MT	GREAT FALLS	6929	1300 3RD STREET NW	59404	406-268-8297	AES MIDWEST, LLC
MT	BILLINGS	7442	2834 KING AVE W	59102-6432	406-652-0277	AES MIDWEST, LLC
MT	MILES CITY	8360	336 S. HAYNES AVENUE	59301	406-232-8874	Quality Meats West LLC
MT	BOZEMAN	8471	3240 TECHNOLOGY BLVD.	59718	406-404-1538	AES MIDWEST, LLC
NC	HENDERSON	104	403 RALEIGH RD	27536-5367	252-430-1064	KBP INSPIRED, LLC
NC	SPRING LAKE	1404	301 MURCHEISON RD	28390-3655	910-497-2160	KBP INSPIRED, LLC
NC	DUNN	144	1106 W CUMBERLAND ST	28334-4608	910-892-4774	KBP INSPIRED, LLC
NC	DURHAM	148	5278 N ROXBORO RD	27712-2858	919-620-6882	KBP INSPIRED, LLC
NC	HENDERSONVILLE	1628	1809 FOUR SEASONS BLVD	28739	828-697-6237	BRUMIT RESTAURANT GROUP, LLC
NC	HICKORY	1668	1470 US HWY 321 NW	28601	828-324-9429	BRUMIT RESTAURANT GROUP, LLC
NC	ASHEVILLE	1738	1360 TUNNEL RD	28805	828-298-8804	BRUMIT RESTAURANT GROUP, LLC
NC	RALEIGH	179	3415 HILLSBOROUGH ST	27607	919-828-1850	KBP INSPIRED, LLC
NC	BOONE	1806	1495 BLOWING ROCK RD	28607	828-264-7104	BRUMIT RESTAURANT GROUP, LLC
NC	HIGH POINT	1808	2601 N MAIN ST	27265	336-841-4255	TOP DINING, INC.
NC	MORGANTON	1810	2155 S STERLING ST	28655	828-437-6245	BRUMIT RESTAURANT GROUP, LLC
NC	LENOIR	1837	311 BLOWING ROCK BLVD	28645	828-754-3561	BRUMIT RESTAURANT GROUP, LLC
NC	KANNAPOLIS	1840	1315 S CANNON BLVD	28083-6232	704-932-3300	TOP DINING, INC.
NC	SALISBURY	1960	1311 JAKE ALEXANDER BLVD	28146	704-637-5120	TOP DINING, INC.
NC	FUQUAY-VARINA	286	1404 N MAIN ST	27526-8901	919-552-8377	KBP INSPIRED, LLC
NC	DURHAM	5035	2115 AVONDALE DR	27704-4311	919-220-3206	KBP INSPIRED, LLC
NC	DURHAM	5037	3311 HILLSBOROUGH ROAD	27705-3006	919-383-1003	KBP INSPIRED, LLC
NC	MONROE	5060	2101 W ROOSEVELT BLVD	28110	704-289-5284	BRUMIT RESTAURANT GROUP, LLC
NC	SHELBY	5110	123 E DIXON BLVD	28150	704-484-2333	BRUMIT RESTAURANT GROUP, LLC
NC	PINEVILLE	5527	597 N POLK ST	28134	704-889-2732	BRUMIT RESTAURANT GROUP, LLC
NC	CONCORD	5792	274 CONCORD PKWY N	28027	704-784-4610	TOP DINING, INC.
NC	ALBEMARLE	5932	710 NC 24 27 BYP E	28001-5348	704-983-5430	TOP DINING, INC.
NC	SANFORD	5959	2501 S HORNER BLVD	27330-6141	919-775-2575	KBP INSPIRED, LLC
NC	ZEBULON	6036	171 WAKLON ST	27597	919-269-0995	KBP INSPIRED, LLC
NC	DURHAM	6052	2115 E NC HIGHWAY 54	27713-2205	919-361-0090	KBP INSPIRED, LLC
NC	THOMASVILLE	6136	1126 RANDOLPH ST	27360-5750	336-475-4766	TOP DINING, INC.
NC	RALEIGH	6151	6308 CAPITAL BLVD	27604	919-954-6185	MOSAIC RBNC LLC
NC	WILSON	6255	2404 FOREST HILLS RD	27893	252-291-4008	MOSAIC RBNC LLC
NC	WAYNESVILLE	6276	710 RUSS AVE	28786	828-452-2441	BRUMIT RESTAURANT GROUP, LLC
NC	GARNER	6335	1300 FIFTH AVE	27529	919-662-7749	MOSAIC RBNC LLC
NC	WEAVERVILLE	6382	87 WEAVER BLVD	28787	828-658-1504	BRUMIT RESTAURANT GROUP, LLC
NC	SOUTHERN PINES	6404	1710 US HIGHWAY 1 S	28387-7040	910-693-1112	KBP INSPIRED, LLC

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NC	FOREST CITY	6477	703 S BROADWAY	28043	828-248-9307	BRUMIT RESTAURANT GROUP, LLC
NC	CARY	6554	1031 N HARRISON AVE	27513	919-469-1887	MOSAIC RBNC LLC
NC	RALEIGH	6657	9221 FAIRBANKS	27613	919-329-2768	MOSAIC RBNC LLC
NC	ARDEN	6659	443 AIRPORT RD	28704	828-654-9034	BRUMIT RESTAURANT GROUP, LLC
NC	FRANKLIN	6663	15 ALLMAN DR	28734	828-524-8865	BRUMIT RESTAURANT GROUP, LLC
NC	CANTON	6679	701 CHAMPION DR	28716	828-648-5898	BRUMIT RESTAURANT GROUP, LLC
NC	APEX	6768	1500 E WILLIAMS ST	27502	919-363-0295	MOSAIC RBNC LLC
NC	LINCOLNTON	6795	2216 E MAIN ST	28092	704-736-0408	BRUMIT RESTAURANT GROUP, LLC
NC	DENVER	6863	7410 HIGHWAY 73	28037	704-822-1006	BRUMIT RESTAURANT GROUP, LLC
NC	INDIAN TRAIL	6875	13866 INDEPENDENCE BLVD	28079-9611	704-821-3450	BRUMIT RESTAURANT GROUP, LLC
NC	CLAYTON	6899	11851 US HWY 70 W	27520	919-550-2751	MOSAIC RBNC LLC
NC	WHITTIER	6909	17 CHEROKEE CROSSING	28789-7192	828-497-9613	BRUMIT RESTAURANT GROUP, LLC
NC	BRYSON CITY	6930	214 VETERANS BLVD	28713	828-488-1219	BRUMIT RESTAURANT GROUP, LLC
NC	GASTONIA	6977	524 COX RD	28054-0627	704-869-9871	BRUMIT RESTAURANT GROUP, LLC
NC	CHARLOTTE	7023	7008 WEST W T HARRIS BLVD	28269	704-599-8109	BRUMIT RESTAURANT GROUP, LLC
NC	MOCKSVILLE	7040	1511 YADKINVILLE RD	27028	336-751-2729	DAVIDSON R.B., INC.
NC	CARRBORO	7101	102A NORTH CAROLINA 54	27510-1559	919-928-8565	KBP INSPIRED, LLC
NC	ARDEN	7145	375 LONG SHOALS RD	28704	828-654-7191	BRUMIT RESTAURANT GROUP, LLC
NC	ROCKINGHAM	7218	1114 E BROAD ST	28379	910-895-8952	BRUMIT RESTAURANT GROUP, LLC
NC	WADESBORO	7219	301 E CASWELL ST	28170	704-994-3674	BRUMIT RESTAURANT GROUP, LLC
NC	ASHEVILLE	7297	345 NEW LEICESTER HWY	28806	828-785-1411	BRUMIT RESTAURANT GROUP, LLC
NC	HUDSON	7320	2763 HICKORY BLVD	28638	828-728-5081	BRUMIT RESTAURANT GROUP, LLC
NC	BREVARD	7326	1025 ASHEVILLE HWY	28712	828-883-8328	BRUMIT RESTAURANT GROUP, LLC
NC	MURPHY	7351	1193 US HIGHWAY 64 W	28906-3366	828-835-8322	RESTAURANT MANAGEMENT, INC.
NC	GOLDSBORO	74	1103 N BERKLEY BLVD	27534-3417	919-751-9498	KBP INSPIRED, LLC
NC	DALLAS	7415	1009 DALLAS CHERRYVILLE HWY	28034-8709	704-922-8087	BRUMIT RESTAURANT GROUP, LLC
NC	WARSAW	7441	2574 W NORTH CAROLINA HWY 24	28398	910-293-2222	PILOT TRAVEL CENTERS LLC
NC	HICKORY	7455	1845 US HIGHWAY 70 SE	28602-5157	828-324-4894	BRUMIT RESTAURANT GROUP, LLC
NC	ROANOKE RAPIDS	7463	293 PREMIER BLVD	27870-5076	252-535-9100	MOSAIC RBNC LLC
NC	FAYETTEVILLE	7470	1435 WALTER REED RD	28304-4401	910-433-2386	KBP INSPIRED, LLC
NC	STATESVILLE	7503	829 TURNERSBURG HWY	28625-9446	704-876-9997	PLATINUM FOODS OF AMERICA, INC.

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State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
NC	ROCKY MOUNT	7571	778 WORD PLAZA	27804	252-451-4445	MOSAIC RBNC LLC
NC	DURHAM	7596	5503 S MIAMI BLVD	27703-8529	919-474-2482	KBP INSPIRED, LLC
NC	GASTONIA	7655	345 E GARRISON BLVD	28054-0419	704-854-9164	BRUMIT RESTAURANT GROUP, LLC
NC	WAKE FOREST	7668	2104 S MAIN ST	27587-8817	919-556-6724	MOSAIC RBNC LLC
NC	CHARLOTTE	7734	9456 MONROE ROAD	28270	704-847-6928	BRUMIT RESTAURANT GROUP, LLC
NC	KENLY	7769	1000 TRUCKSTOP ROAD	27542	919-284-5749	PILOT TRAVEL CENTERS LLC
NC	MOORESVILLE	7771	116 BRIDGEWATER LANE	28115	704-799-7075	R.B. OPERATING, LLC
NC	ROXBORO	7811	1003 DURHAM RD	27573	336-597-2061	KBP INSPIRED, LLC
NC	RALEIGH	7814	2601 WAKE FOREST RD	27609	919-832-6885	KBP INSPIRED, LLC
NC	KNIGHTDALE	7820	6721 KNIGHTDALE BLVD	27545	919-217-9680	KBP INSPIRED, LLC
NC	FAYETTEVILLE	7881	4515 RAMSEY ST	28311	910-488-1589	KBP INSPIRED, LLC
NC	ASHEVILLE	791	180 HENDERSONVILLE RD	28803	828-274-1666	BRUMIT RESTAURANT GROUP, LLC
NC	TROUTMAN	7950	110 JULIAN PLACE	28166	704-528-0078	R.B. FOUR, LLC
NC	CONCORD	7961	6109 BAYFIELD PARKWAY	28027	704-788-2280	BRUMIT RESTAURANT GROUP, LLC
NC	CLINTON	8014	1403 SUNSET AVENUE	28328	910-592-3756	KBP INSPIRED, LLC
NC	HOPE MILLS	8062	3070 NORTH MAIN ST	28348	910-424-0701	KBP INSPIRED, LLC
NC	BUTNER	8094	1547 NC-56 27522	27509	919-529-1676	KBP INSPIRED, LLC
NC	Smithfield	8136	1720 East Market Street	27577	919-934-2602	KBP INSPIRED, LLC
NC	YADKINVILLE	8245	803 SOUTH STATE STREET	27055	336-849-4059	CAROLINA ROAST BEEF, INC.
NC	REIDSVILLE	8262	5156 US 29 BUSINESS	27320	336-342-0994	MOSAIC RBNC LLC
NC	FORT BRAGG	8480	2240 REILLY ROAD, BLDG H 4512	28307	903-963-1122	ARMY & AIR FORCE EXCHANGE SERVICE
NC	ELIZABETHTOWN	8505	404 POPLAR ST.	28337	910-862-2201	THE GAS MART, INC.
NC	ASHEVILLE	8523	270 SMOKEY PARK HWY	28806	828-633-6756	BRUMIT RESTAURANT GROUP, LLC
NC	HICKORY	8544	2375 SPRINGS RD.	28601	828-256-4261	BRUMIT RESTAURANT GROUP, LLC
NC	CORNELIUS	8573	18240 STATESVILLE RD.	28031	704-237-4537	BRUMIT RESTAURANT GROUP, LLC
NC	WHITEVILLE	8592	1201 N. JK POWELL BLVD.	28472	910-640-2299	THE GAS MART, INC.
NC	HARRISBURG	8594	5150 HIGHWAY 49 SOUTH	28075	704-455-3396	BRUMIT RESTAURANT GROUP, LLC
NC	KINGS MOUNTAIN	8660	216 CLEVELAND AVENUE	28086	704-750-7377	BRUMIT RESTAURANT GROUP, LLC
NC	MARION	8662	2631 SUGAR HILL RD	28752	828-559-2105	BRUMIT RESTAURANT GROUP, LLC
NC	Mint Hill	8718	12940 Albemarle Road	28227	704-431-2421	BRUMIT RESTAURANT GROUP, LLC
NC	Tarboro	8755	1015 West St. James Street	27886	252-563-5231	MOSAIC RED HAT GROUP LLC
NC	Taylorsville	8760	486 NC Highway 16	28681	828-635-4134	BRUMIT RESTAURANT GROUP, LLC
NC	Leland	8791	1930 Mercantile Drive	28457	910-408-1451	THE GAS MART, INC.
NC	Charlotte	8798	5226 Independence Blvd	28212	980-949-6678	BRUMIT RESTAURANT GROUP, LLC
NC	Waxhaw	8821	1001 Aspal Street	28173	252-203-5212	BRUMIT RESTAURANT GROUP, LLC
NC	FAYETTEVILLE	938	1898 SKIBO	28303-3276	910-864-9588	KBP INSPIRED, LLC

**EXHIBIT A-1**  
**List of Franchisees as of January 2, 2022**

State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
ND	JAMESTOWN	6217	1801 7 AVE SW	58401	701-252-2048	AES MIDWEST, LLC
ND	FARGO	6336	1415 42ND ST	58103	701-281-0610	AES MIDWEST, LLC
ND	DICKINSON	6636	251 14TH ST W	58601	701-227-8854	AES MIDWEST, LLC
ND	BISMARCK	6638	2601 STATE ST	58504	701-255-3455	AES MIDWEST, LLC
ND	MINOT	6725	1734 S BROADWAY	58701	701-852-3720	AES MIDWEST, LLC
ND	FARGO	6934	1117 38TH ST NW	58102-2942	701-282-2452	AES MIDWEST, LLC
ND	WILLISTON	7289	1107 SECOND AVE W	58801	701-774-2144	AES MIDWEST, LLC
ND	FARGO	7389	3185 25TH ST S	58103	701-271-8711	AES MIDWEST, LLC
ND	GRAND FORKS	7567	3851 32ND AVE S	58201-5907	701-772-2056	AES MIDWEST, LLC
ND	BISMARCK	7761	3000 ROCK ISLAND PLACE	58504	701-258-2775	AES MIDWEST, LLC
ND	MANDAN	8447	2640 OVERLOOK LANE NW	58554	701-751-0293	AES MIDWEST, LLC
NE	NORTH PLATTE	1302	1101 S DEWEY ST	69101-6122	308-532-0890	RONCO, LLC
NE	LINCOLN	1309	4300 S 27TH ST	68502	402-423-0506	DRM, INC.
NE	OMAHA	1392	14145 S STREET NE	68137	402-895-1655	PANDA, INC.
NE	KEARNEY	1529	819 S SECOND AVE	68847	308-234-6435	M.T.G., INC.
NE	SCOTTSBLUFF	1542	601 W 27th ST	69361	308-632-3300	Quality Meats West LLC
NE	COLUMBUS	1646	2521 23RD ST	68601-3207	402-563-4111	PANDA, INC.
NE	YORK	1656	4030 S LINCOLN AVE	68467	402-362-2325	PANDA, INC.
NE	HASTINGS	1711	401 S BURLINGTON AVE	68901-5908	402-462-4555	M.T.G., INC.
NE	MCCOOK	1712	900 WEST B ST	69001	308-345-7154	Quality Meats West LLC
NE	GRAND ISLAND	1720	1204 S LOCUST ST	68801	308-384-4738	ZANADU, INC.
NE	ALLIANCE	5099	1324 WEST 3RD ST	69301	308-762-2700	Quality Meats West LLC
NE	OMAHA	5269	5323 CENTER ST	68106	402-556-4098	DRM, INC.
NE	OMAHA	5280	5029 S 108TH ST	68137-2313	402-339-4626	DRM, INC.
NE	LINCOLN	5338	3500 CORNHUSKER HWY	68504	402-464-9449	DRM, INC.
NE	OGALLALA	5508	65 RIVER RD	69153	308-284-3917	Quality Meats West LLC
NE	NORFOLK	5596	1204 OMAHA AVE	68701	402-379-0271	AES MIDWEST, LLC
NE	BEATRICE	5710	2205 N 6TH ST	68310	402-228-1333	DRM, INC.
NE	LINCOLN	577	1425 Q ST	68508-1646	402-476-7114	DRM, INC.
NE	SOUTH SIOUX CITY	6013	3815 DAKOTA AVE	68776	402-494-4766	AES MIDWEST, LLC
NE	LINCOLN	6100	2444 S 48TH ST	68506-5511	402-488-9242	DRM, INC.
NE	LEXINGTON	6131	2508 PLUM CREEK PKWY	68850-2814	308-324-4918	Quality Meats West LLC
NE	SIDNEY	6210	829 OLD POST RD	69162	308-254-5010	Quality Meats West LLC
NE	ELKHORN	6235	20406 CUMBERLAND DR	68022	402-289-2500	UFO, INC.
NE	OMAHA	6342	13610 W MAPLE RD	68164-2424	402-493-3079	PANDA, INC.
NE	CHADRON	6359	440 WEST 3RD ST	69337	308-432-3100	Quality Meats West LLC
NE	LINCOLN	651	5540 O ST	68510-2130	402-467-3300	DRM, INC.
NE	OMAHA	652	2910 S 120TH ST	68144-4311	402-334-2922	PANDA, INC.
NE	OMAHA	6628	8429 W CENTER RD	68124-2044	402-390-5022	PANDA, INC.
NE	NEBRASKA CITY	6973	1649 S 11TH ST	68410-3456	402-873-5323	PANDA, INC.
NE	BELLEVUE	7125	1303 CORNHUSKER RD	68123-4402	402-293-3893	PANDA, INC.
NE	OMAHA	7340	4615 N 72 ST	68134	402-573-1259	PANDA, INC.
NE	KEARNEY	7401	100 W 56TH ST	68847	308-234-4559	M.T.G., INC.
NE	LINCOLN	7427	7000 HUSKER CIR	68504-9814	402-476-1007	DRM, INC.

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State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
NE	AURORA	7480	1539 MADISON AVE	68818-7004	402-694-2862	CARLINECO, LP
NE	OMAHA	765	4144 S 50TH ST	68117	402-731-7775	PANDA, INC.
NE	ORD	7762	1111 SOUTH 2ND STREET	68862	308-728-3838	TROTTER'S WHOA & GO PLAZA, LLC
NE	PAPILLION	7919	8570 SOUTH 71ST PLAZA	68133	402-592-2560	PANDA, INC.
NE	OMAHA	822	3417 N 90TH ST	68134-4711	402-571-5338	PANDA, INC.
NE	LINCOLN	8275	8555 ANDERMATT DR	68526	402-488-0013	DRM, INC.
NE	GRETNA	8390	11310 WICKERSHAM BLVD.	68028	402-916-9551	DRM, INC.
NE	Hastings	8774	3215 Osborne Drive West	68901	402-303-6230	M.T.G., INC.
NE	Grand Island	8849	6975 Bosselman Avenue, Lot 8	68803	308-675-3892	ZANADU, INC.
NE	Omaha	8917	18480 Wright St.	68130	402-330-2467	PANDA, INC.
NE	Fremont	951	2040 North Bell Street	68025	402-727-6266	J. T. HILL, INC.
NE	GRAND ISLAND	953	2333 N WEBB RD	68803-1743	308-384-4244	ZANADU, INC.
NH	MANCHESTER	8453	1500 SOUTH WILLOW ST.	03103	603-625-2792	BLITZ FOODS, LLC
NH	NASHUA	8533	621 AMHERST STREET	03063	603-459-8563	CROTEAU RESTAURANT VENTURES, LLC.
NJ	WILLINGBORO	1527	4208 US ROUTE 130	08046-2551	609-871-9522	ACW NEW JERSEY, INC.
NJ	WATCHUNG	7086	1701 ROUTE 22	07069	908-490-1217	Trident Investment NJ LLC
NJ	NEPTUNE	7652	3585 ROUTE 66	07753-2602	732-455-5795	LINDY ENTERPRISES, LLC
NJ	ABSECON	8271	674 WHITE HORSE PIKE	08201	#N/A	DEVAYA LLC
NJ	ROCKAWAY	8306	207 ROUTE 46	07866	973-625-0200	VIVIAN RESTAURANT LLC.
NJ	FT. DIX	8482	3452 BROIDY ROAD	08641	609-723-6100	ARMY & AIR FORCE EXCHANGE SERVICE
NJ	BORDENTOWN	8616	402 RISING SUN SQUARE RD	08505	609-298-6070	TA OPERATING LLC
NM	SANTA FE	1110	3267 CERRILLOS RD	87501	505-471-6211	LAUBO CORPORATION
NM	ALBUQUERQUE	116	5800 MENAUL BLVD NE	87110	505-884-6226	MJG CORPORATION
NM	ROSWELL	1198	1013 N MAIN ST	88201	575-622-8710	MJG CORPORATION
NM	LAS CRUCES	1206	510 E IDAHO AVE	88001	575-523-2800	MJG CORPORATION
NM	ALBUQUERQUE	1263	1751 JUAN TABO NE	87112	505-292-2338	LAUBO CORPORATION
NM	HOBBS	1469	1915 N TURNER ST	88240-2712	575-397-4625	MJG CORPORATION
NM	CLOVIS	1568	2111 N PRINCE ST	88101-4453	575-763-4521	MJG CORPORATION
NM	FARMINGTON	1569	1825 E MAIN ST	87401-7709	505-327-9170	MJG CORPORATION
NM	LAS VEGAS	1798	1711 7TH ST	87701	505-425-5448	MJG CORPORATION
NM	ALBUQUERQUE	1819	3270 COORS BLVD	87120	505-836-3880	LAUBO CORPORATION
NM	ALAMOGORDO	1844	421 S WHITE SANDS BLVD	88310	575-437-3534	MJG CORPORATION
NM	SILVER CITY	1986	1940 US HWY 180 E80 EAST	88061	575-388-4311	KBP INSPIRED, LLC
NM	SOCORRO	5152	1010 S HWY 85	87801	575-835-1917	MJG CORPORATION
NM	LOS LUNAS	5264	601 MAIN ST NE	87031	505-865-3256	MJG CORPORATION
NM	CARLSBAD	5600	1305 W PIERCE	88220	575-885-0369	MJG CORPORATION
NM	RIO RANCHO	5668	3351 SOUTHERN BLVD	87124	505-891-3875	MJG CORPORATION
NM	RATON	5776	415 CLAYTON HWY	87740	575-445-8078	MJG CORPORATION
NM	MORIARTY	6788	1515 US ROUTE 66	87035	505-832-1598	MJG CORPORATION
NM	LAS CRUCES	6818	2341 E LOHMAN	88001	575-647-8857	MJG CORPORATION
NM	LORDSBURG	6867	1050 E MOTEL DR	88045	575-542-3103	PILOT TRAVEL CENTERS LLC
NM	ALBUQUERQUE	6916	4701 PASEO DEL NORTE	87113	505-797-4075	MJG CORPORATION
NM	ALBUQUERQUE	7165	1416 MERCANTILE AVE NE	87107	505-341-3549	MJG CORPORATION

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**List of Franchisees as of January 2, 2022**

State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
NM	TUCUMCARI	7955	1900 MOUNTAIN RD	88401	575-461-1900	CAROLINECO, LP
NM	SANTA FE	8231	17730 US 84-285	87506	505-455-9004	NAMBE PUEBLO DEVELOPMENT CORP
NM	ALBUQUERQUE	861	6110 SAN MATEO BLVD. NE	87109	505-872-7944	MJG CORPORATION
NM	BELEN	8665	703 CHRISTOPHER DR	87002	505-864-3087	CAROLINECO, LP
NM	Deming	8772	127 North Silver Ave.	88030	575-546-9086	Joseph James Mathieu
NM	Las Cruces	8903	3496 Bataan Memorial Highway	88011	(575) 222-4379	Mathieu & Co., LLC
NV	HENDERSON	1671	310 S BOULDER HWY	89015-7508	702-564-3834	DRG Meats, LLC
NV	CARSON CITY	1814	1122 S CARSON ST	89701-5232	775-883-1814	RBQ LLC
NV	LAS VEGAS	1842	725 N NELLIS BLVD	89110-5384	702-268-7016	DRG MEATS NORTH NELLIS, LLC
NV	NORTH LAS VEGAS	207	1300 E LAKE MEAD BLVD	89030	702-915-7679	DRG Meats, LLC
NV	LAS VEGAS	5277	6010 W FLAMINGO	89103	702-362-6166	DRG MEATS WEST FLAMINGO, LLC
NV	ELKO	5401	2411 MOUNTAIN CITY HWY	89801	775-738-7337	HOME RUN RESTAURANT GROUP, INC.
NV	LAS VEGAS	6402	1940 ROCK SPRINGS DR	89128	702-256-9340	DRG Meats, LLC
NV	LAS VEGAS	6430	4521 N RANCHO DR	89130	702-463-8977	DRG Meats, LLC
NV	HENDERSON	6568	160 N PECOS	89014	702-263-1024	DRG Meats, LLC
NV	HENDERSON	6723	590 N STEPHANIE ST	89014-6612	702-272-0302	DRG Meats, LLC
NV	LAS VEGAS	6821	3477 S DURANGO DR	89117	702-838-9934	DRG Meats, LLC
NV	RENO	6862	2899 NORTHTOWNE LANE	89512	775-358-7868	DRG Meats, LLC
NV	WEST WENDOVER	6956	1200 W WENDOVER BLVD	89883	775-664-3430	PILOT TRAVEL CENTERS LLC
NV	NORTH LAS VEGAS	7168	1465 W CRAIG RD	89030	702-399-9111	DRG Meats, LLC
NV	FERNLEY	7456	825 COMMERCE CENTER DR	89408	775-575-2249	CAROLINECO, LP
NV	HENDERSON	7564	10365 S EASTERN AVE	89052-3960	702-445-6777	DRG Meats, LLC
NV	LAS VEGAS	7663	4830 S FORT APACHE RD	89147-7943	725-204-6999	DRG Meats, LLC
NV	NORTH LAS VEGAS	7780	6979 ALIANTE PARKWAY	89084	702-656-9196	DRG Meats, LLC
NV	LAS VEGAS	7781	7035 N. DURANGO DRIVE	89149	702-435-7316	DRG Meats, LLC
NV	NELLIS AFB	8418	5691 RICKENBACKER RD., BLDG #431	89191	702-644-8516	ARMY & AIR FORCE EXCHANGE SERVICE
NV	Las Vegas	8855	8525 Blue Diamond Road	89178	702-331-1791	DRG Meats, LLC
NV	Henderson	8862	1430 West Horizon Ridge Pkwy	89012	702-462-9169	DRG Meats, LLC
NY	KENMORE	115	3793 DELAWARE AVE	14217	716-873-0116	WILLIAM-JEFFERSON, INC.
NY	WILLIAMSVILLE	117	6845 MAIN ST	14221	716-632-5391	SCHIAPPA RESTAURANTS, INC.
NY	ONEONTA	1545	5526 STATE HIGHWAY 7	13820-2081	607-432-9821	MASH HOLDINGS, LLC
NY	BATAVIA	1610	212 W MAIN ST	14020-1909	585-219-4929	F&P ENTERPRISES, INC.
NY	WATERTOWN	1899	957 ARSENAL ST	13601	315-782-6914	SPURS, LLC
NY	JAMESTOWN	192	346 FLUVANNA AVE	14701-2034	716-488-1620	HUTCHINSON FOODS, INC.
NY	ROCHESTER	46	2600 MONROE AVE	14618	585-461-0557	FRANT CORPORATION
NY	DEPEW	5067	4827 BROADWAY	14043	716-681-1170	SCHIAPPA RESTAURANTS, INC.
NY	POTSDAM	5367	172 MARKET ST	13676	315-265-1240	SPURS, INC.
NY	ALBANY	5444	133 WOLF RD	12205	518-482-1960	MRL VENTURES V, LLC
NY	AMHERST	5483	2945 NIAGARA FALLS BLVD	14228	716-691-5742	WILLIAM-JEFFERSON, INC.
NY	LOWVILLE	5491	7416 S STATE STREET	13367-1715	315-376-2145	SPURS, INC.

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State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
NY	NORWICH	5554	6151 STATE HWY 12	13815	607-336-2729	PAK MANAGEMENT OF BINGHAMTON, INC.
NY	CANANDAIGUA	5676	140 EASTERN BLVD	14424-2218	585-396-9356	FRANT CORPORATION
NY	JAMESTOWN	5682	800 FOOTE AVENUE	14701	716-488-1622	HUTCHINSON FOODS, INC.
NY	BATH	5885	380 W MORRIS ST	14810	607-776-3842	FRANT CORPORATION
NY	DANSVILLE	5988	9505 FOSTER WHEELER RD	14437-9259	585-335-6910	FRANT CORPORATION
NY	COLONIE	6065	131 COLONIE CENTER	12205	518-438-0248	ALBANY RB RESTAURANT, LLC.
NY	WEST SENECA	650	2300 UNION RD	14224	716-656-0112	SCHIAPPA RESTAURANTS, INC.
NY	VESTAL	6856	3131 VESTAL PKWY E	13851	607-798-6896	PAK MANAGEMENT OF BINGHAMTON, INC.
NY	LOCKPORT	694	5737 S TRANSIT RD	14094	716-433-7710	WILLIAM-JEFFERSON, INC.
NY	EVANS MILLS	6940	25495 US RTE 11	13637	315-629-5675	LERAY BEEF, LLC
NY	BINGHAMTON	6978	1329 UPPER FRONT ST	13901	607-724-2729	PAK MANAGEMENT OF BINGHAMTON, INC.
NY	COBLESKILL	7172	798 E MAIN ST	12043-5003	518-234-4669	QSR MANAGEMENT SERVICES, LLC
NY	PAINTED POST	7245	257 SOUTH HAMILTON ST	14870	607-962-9633	FRANT CORPORATION
NY	FRESH MEADOWS	7362	175-14 HORACE HARDING EXPY	11365-2121	347-542-3562	LRE ENTERPRISE, INC.
NY	WATKINS GLEN	7453	511 E 4TH ST	14891-1218	607-535-9609	FRANT CORPORATION
NY	NEWBURGH	7507	239 ROUTE 17K	12550-8307	845-567-0979	PILOT TRAVEL CENTERS LLC
NY	LAKEWOOD	7512	100 MALL BLVD	14750	716-763-0836	HUTCHINSON FOODS, INC.
NY	MIDDLE VILLAGE	7737	69-16 METROPOLITAN AVENUE	11379	718-255-6254	LRE ENTERPRISE, INC.
NY	HICKSVILLE	7914	358 B. BROADWAY MALL	11801	#N/A	HICKSVILLE FOOD SERVICES, INC.
NY	WEST HENRIETTA	7921	20 ERIE STATION RD	14586	585-334-0475	Applegreen NY Travel Plazas, LLC
NY	DEPEW	8315	572 DICK RD	14043	716-601-7595	SCHIAPPA RESTAURANTS, INC.
NY	BELLMORE	8384	409 E. SUNRISE HWY	11710	516-557-2297	LRE ENTERPRISE, INC.
NY	LINDENHURST	8439	100 SUNRISE HIGHWAY	11757	631-450-4330	LRE ENTERPRISE, INC.
NY	NIAGARA FALLS	844	1001 CEDAR AVE	14301-1131	716-285-2450	CHRIS-JA MANAGEMENT, INC.
NY	HAMBURG	8451	5115 CAMP ROAD	14075	716-202-1460	WILLIAM-JEFFERSON, INC.
NY	EAST MEADOW	8582	2080 HEMPSTEAD TURNPIKE	11554	516-222-1232	ROAST BEEF LEVITTOWN LLC
NY	JERICO	8615	334 NORTH BROADWAY	11753	516-396-0181	LRE ENTERPRISE, INC.
NY	FORT DRUM	8749	10730 ENDURING FREEDOM DRIVE	13602	214-465-1671	ARMY & AIR FORCE EXCHANGE SERVICE
NY	Centereach	8767	1759 Middle Country Road	11720	631-676-4957	LONG ISLAND ROAST BEEF GROUP, LLC
NY	Yonkers	8785	1753 Central Park Avenue	10710	914-652-7425	YONKERS MEATS, LLC
NY	NIAGARA FALLS	94	8562 NIAGARA FALLS BLVD	14304-2549	716-298-5365	BILVI FOOD SERVICES, INC.
NY	FREDONIA	971	10438 BENNETT RD	14063-1401	716-529-8704	WILLIAM-JEFFERSON, INC.
OH	XENIA	1075	160 W MAIN ST	45385	937-376-1931	AES RESTAURANTS OF OHIO LLC
OH	DAYTON	1124	4433 LINDEN AVE	45432-3023	937-254-2374	AES RESTAURANTS OF OHIO LLC
OH	MIDDLETOWN	1179	1315 ELLIOT DR	45042	513-424-0099	RESTAURANT MANAGEMENT, INC.

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State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
OH	CINCINNATI	1193	7900 COLERAIN AVE	45239	513-521-0043	RESTAURANT MANAGEMENT, INC.
OH	DAYTON	1194	160 S PATTERSON BLVD	45402	937-223-6373	AES RESTAURANTS OF OHIO LLC
OH	WEST CHESTER	1235	7325 KINGSGATE WAY	45069	513-777-2616	RESTAURANT MANAGEMENT, INC.
OH	HUBER HEIGHTS	1236	5561 MERILY WAY	45424-2064	937-237-9407	AES RESTAURANTS OF OHIO LLC
OH	SPRINGBORO	1237	895 W CENTRAL AVE	45066-1115	937-746-4628	AES RESTAURANTS OF OHIO LLC
OH	MILFORD	1269	906 STATE RD 28	45150	513-831-7733	RESTAURANT MANAGEMENT, INC.
OH	CINCINNATI	131	3573 SPRINGDALE RD	45251	513-385-1100	RESTAURANT MANAGEMENT, INC.
OH	CINCINNATI	140	7790 BEECHMONT AVE	45255	513-474-5880	C B RESTAURANT CO, LLC
OH	BELLEFONTAINE	1409	1726 S MAIN ST	43311-1510	937-592-2669	BOB RHODES COMPANY
OH	CINCINNATI	1526	8031 MONTGOMERY RD	45236	513-791-2727	RESTAURANT MANAGEMENT, INC.
OH	CUYAHOGA FALLS	1565	972 GRAHAM RD	44221	330-923-3416	DTG & ASSOCIATES, LTD. LLC
OH	DAYTON	16	2848 SALEM AVE	45406	937-275-2017	AES RESTAURANTS OF OHIO LLC
OH	CANFIELD	1670	13 TALSMAN DR	44406	330-533-5865	NILES RESTAURANT BUSINESS, INC.
OH	CINCINNATI	1868	8955 FIELDS ERTEL RD	45249-8260	513-683-9637	RESTAURANT MANAGEMENT, INC.
OH	YOUNGSTOWN	1902	701 N CANFIELD-NILES RD	44515	330-652-5217	NILES RESTAURANT BUSINESS, INC.
OH	WARREN	1927	1001 W MARKET ST	44481	330-373-0012	TURBO RESTAURANTS US, LLC
OH	NILES	1976	704 YOUNGSTOWN WARREN RD	44446-3552	330-544-3287	NILES RESTAURANT BUSINESS, INC.
OH	CUYAHOGA FALLS	21	2685 STATE RD	44223	330-923-9852	CLASSIC VENTURES, WEST DIVISION, INC.
OH	FAIRBORN	288	381 N BROAD ST	45324	937-878-1565	AES RESTAURANTS OF OHIO LLC
OH	LIMA	33	2393 ELIDA RD	45805-1201	419-331-4906	BOB RHODES COMPANY
OH	FAIRFIELD	5125	6735 DIXIE HWY	45014	513-870-0228	RESTAURANT MANAGEMENT, INC.
OH	FAIRBORN	5129	1130 E DAYTON YELLOW-SPRINGS RD	45324	937-879-7183	AES RESTAURANTS OF OHIO LLC
OH	OXFORD	5163	2 LYNN AVE	45056-1547	513-523-3040	RESTAURANT MANAGEMENT, INC.
OH	CINCINNATI	5174	851 EASTGATE SOUTH DR	45245	513-752-4222	RESTAURANT MANAGEMENT, INC.
OH	BROOKVILLE	5176	50 TRIGGS RD	45309	937-833-5805	AES RESTAURANTS OF OHIO LLC
OH	CINCINNATI	5242	10365 READING RD	45241	513-563-7303	RESTAURANT MANAGEMENT, INC.
OH	FAIRBORN	5290	2724 COLONEL GLENN HWY	45324-6250	937-426-1427	AES RESTAURANTS OF OHIO LLC
OH	EAST LIVERPOOL	5305	16250 DRESDEN AVE	43920-9656	330-385-9625	SETHI ENTERPRISES, INC.
OH	LEBANON	5311	615 E MAIN ST	45036	513-932-9608	RESTAURANT MANAGEMENT, INC.
OH	UHRICHSVILLE	5343	101 W MCCAULLEY DR	44683	740-922-6040	TURBO RESTAURANTS US, LLC
OH	UNIONTOWN	5355	1687 SANDY KNOLL DR	44685	330-896-2525	CAM / R.B., INC.
OH	HARRISON	5448	10890 NEW HAVEN RD	45030	513-367-5806	RESTAURANT MANAGEMENT, INC.
OH	WAPAKONETA	5469	907 APOLLO DR	45895	419-738-4005	BRENTWOOD ENTERPRISES, INC.
OH	LIMA	5511	1420 BELLEFONTAINE AVENUE	45804	419-222-1383	BOB RHODES COMPANY



**EXHIBIT A-1**  
**List of Franchisees as of January 2, 2022**

State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
OH	HUBBARD	5614	2370 N MAIN ST	44425	330-534-0661	NILES RESTAURANT BUSINESS, INC.
OH	BRUNSWICK	5620	3521 CENTER RD	44212	330-273-7383	CLASSIC VENTURES, WEST DIVISION, INC.
OH	MEDINA	5630	5081 EASTPOINT DR	44256	330-725-5464	CAM / R.B., INC.
OH	PIQUA	5657	1230 E ASH ST	45356-4110	937-773-8048	AES RESTAURANTS OF OHIO LLC
OH	WILMINGTON	5661	1619 ROMBACH AVE	45177	937-382-3629	RESTAURANT MANAGEMENT, INC.
OH	YOUNGSTOWN	5775	5166 YOUNGSTOWN - POLAND RD.	44512	330-750-1723	NILES RESTAURANT BUSINESS, INC.
OH	SIDNEY	5793	1550 MICHIGAN ST	45365-2451	937-492-8167	AES RESTAURANTS OF OHIO LLC
OH	DAYTON	5841	3655 MAXTON RD	45414-2433	937-454-0038	AES RESTAURANTS OF OHIO LLC
OH	MANSFIELD	5878	2325 INTERSTATE CIRCLE	44904	419-756-0600	CAM / R.B., INC.
OH	PORT CLINTON	5884	61 SE CATAWBA RD	43452	419-734-6697	TURBO RESTAURANTS US, LLC
OH	NEW BOSTON	5895	4508 GALLIA STREET	45662	740-456-4535	AES TRI-STATE INC.
OH	SPRINGFIELD	5941	2620 EAST MAIN ST	45503	937-324-3335	TURBO RESTAURANTS US, LLC
OH	HUBER HEIGHTS	595	6340 BRANDT PIKE	45424-4021	937-233-8463	AES RESTAURANTS OF OHIO LLC
OH	PORTSMOUTH	5985	1202 CHILLICOTHE ST	45662-3442	740-353-8226	AES TRI-STATE INC.
OH	CELINA	5997	1961 HAVEMANN RD	45822-9389	419-586-7167	BOB RHODES COMPANY
OH	BLUFFTON	6014	505 STATE ROUTE 103	45817-9620	419-358-2729	BOB RHODES COMPANY
OH	BATAVIA	6152	2019 HOSPITAL DR	45103	513-732-3390	RESTAURANT MANAGEMENT, INC.
OH	FREMONT	6161	1128 W STATE ST	43420	419-334-3682	TURBO RESTAURANTS US, LLC
OH	ENGLEWOOD	617	705 S MAIN ST	45322-1540	937-836-2034	AES RESTAURANTS OF OHIO LLC
OH	NORWOOD	6181	4600 SMITH RD	45212	513-351-8552	RESTAURANT MANAGEMENT, INC.
OH	CENTERVILLE	6192	6260 WILMINGTON PIKE	45459	937-848-2013	AES RESTAURANTS OF OHIO LLC
OH	KETTERING	62	2305 S SMITHVILLE RD	45420-1459	937-256-1510	AES RESTAURANTS OF OHIO LLC
OH	STRONGSVILLE	6206	15112 PEARL RD	44136	440-846-0700	CLASSIC VENTURES, WEST DIVISION, INC.
OH	BETHEL	6215	609 W PLANE ST	45106	513-734-6864	RESTAURANT MANAGEMENT, INC.
OH	DENT	6218	5680 HARRISON AVE	45248	513-574-0438	RESTAURANT MANAGEMENT, INC.
OH	SOUTH POINT	6230	229 COUNTY ROAD #406	45680	740-894-3744	AES TRI-STATE INC.
OH	JEFFERSONVILLE	6297	311 STATE ST	43128	740-426-8585	CAPITAL FOODS, INC.
OH	HILLSBORO	6303	1279 N HIGH ST	45133	937-393-5611	HILLBEE RESTAURANT CO., LLC
OH	SUNBURY	6308	7259 E STATE RD 37	43074	740-369-0317	REI DELAWARE, INC.
OH	LOVELAND	6354	10660 LOVELAND MADIERA RD	45140	513-683-4508	RESTAURANT MANAGEMENT, INC.
OH	TROY	642	903 W MAIN ST	45373-2845	937-339-0657	AES RESTAURANTS OF OHIO LLC
OH	WEST CHESTER	6450	8116 PRINCETON- GLENDALE RD	45069	513-942-2275	RESTAURANT MANAGEMENT, INC.
OH	COSHOCTON	6486	245 S. 2ND STREET	43812	740-722-9303	TURBO RESTAURANTS US, LLC
OH	ASHLAND	6487	1015 CLAREMONT AVENUE	44805	419-289-8119	GDN, INC.
OH	LIMA	6520	2535 SHAWNEE RD	45806	419-991-7217	BOB RHODES COMPANY
OH	LANCASTER	6522	1580 MEMORIAL DR	43130	740-653-7996	REI LANCASTER, INC.
OH	GREENVILLE	6544	1476 WAGNER AVE	45331	937-548-5309	AES RESTAURANTS OF OHIO LLC
OH	SPRINGFIELD	6550	1700 N BECHTLE AVE	45505	937-324-3312	TURBO RESTAURANTS US, LLC

**EXHIBIT A-1**  
**List of Franchisees as of January 2, 2022**

State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
OH	NEW PHILADELPHIA	6586	1444 4TH ST NW	44663	330-343-8408	TURBO RESTAURANTS US, LLC
OH	MAYFIELD HEIGHTS	6590	5993 MAYFIELD RD	44124	440-473-1433	CLASSIC VENTURES EAST DIVISION, INC.
OH	GAHANNA	6605	4727 MORSE ROAD	43230	614-475-4540	CAPITAL FOODS, INC.
OH	NORTH RIDGEVILLE	6607	34011 CENTER RIDGE RD	44039-3219	440-353-0885	TURBO RESTAURANTS US, LLC
OH	CANAL WINCHESTER	6614	6101 GENDER RD	43110-2003	614-834-9511	WIN BEEF, INC.
OH	ST. MARYS	6615	1401 COMMERCE DR	45885-9275	419-394-5526	BRENTWOOD ENTERPRISES, INC.
OH	TIPP CITY	6618	17 WELLER DR	45371	937-667-7432	AES RESTAURANTS OF OHIO LLC
OH	HILLIARD	6634	1540 HILLIARD ROME ROAD	43026-8184	614-850-0948	CAPITAL FOODS, INC.
OH	WHEELERSBURG	6708	8219 OHIO RIVER RD	45694	740-574-5999	AES TRI-STATE INC.
OH	EATON	6730	1715 N BARRON ST	45320-9277	937-456-1021	AES RESTAURANTS OF OHIO LLC
OH	SPRINGFIELD	6765	203 E LEFFEL LANE	45505	937-324-3264	TURBO RESTAURANTS US, LLC
OH	ST. CLAIRSVILLE	6771	50560 VALLEY CENTER BLVD	43950	740-695-7942	RESTAURANT ENTERPRISES, INC.
OH	WASHINGTON COURT HOUSE	6781	1840 COLUMBUS AVE	43160	740-895-6100	CAPITAL FOODS, INC.
OH	HILLIARD	6790	4750 CEMETERY RD	43026	614-876-2001	CAPITAL FOODS, INC.
OH	WINTERSVILLE	6850	226 MAIN ST	43953	740-266-6516	RESTAURANT ENTERPRISES, INC.
OH	WAVERLY CITY	6870	961 W EMMITT AVE	45690	740-947-8414	AES TRI-STATE INC.
OH	JACKSON	6939	997 E MAIN ST	45640	740-288-2100	AES TRI-STATE INC.
OH	CALDWELL	6957	44133 FAIRGROUND RD	43724	740-732-6566	PILOT TRAVEL CENTERS LLC
OH	SHEFFIELD	7002	5235 DETROIT RD	44054	440-934-3075	TURBO RESTAURANTS US, LLC
OH	GALLIPOLIS	7005	1521 STATE RTE 7 S	45631	740-441-9620	AES TRI-STATE INC.
OH	OTTAWA	7069	1441 N PERRY ST	45875	419-523-9463	BOB RHODES COMPANY
OH	MOUNT VERNON	7123	1057 COSHOCTON AVE	43050	740-392-5010	CAPITAL FOODS, INC.
OH	URBANA	7128	639 SCIOTO ST	43078	937-653-3331	TURBO RESTAURANTS US, LLC
OH	DAYTON	718	3021 KETTERING BLVD	45439-1921	937-293-4331	AES RESTAURANTS OF OHIO LLC
OH	TWINSBURG	7200	2670 CREEKSIDE DR	44087-2194	330-487-1599	GN ASSOCIATES, INC.
OH	CENTERVILLE	722	9268 DAYTON LEBANON PIKE	45458-3837	937-433-8588	AES RESTAURANTS OF OHIO LLC
OH	DAYTON	723	5770 SPRINGBORO PIKE	45449-2842	937-296-0038	AES RESTAURANTS OF OHIO LLC
OH	HURON	7232	609 RYE BEACH RD	44839	419-433-0207	TURBO RESTAURANTS US, LLC
OH	VANDALIA	724	228 E NATIONAL RD	45377	937-898-3134	AES RESTAURANTS OF OHIO LLC
OH	DELPHOS	7244	1850 E 5TH ST	45833	419-695-1100	BOB RHODES COMPANY
OH	ZANESVILLE	7247	605 SONORA RD	43701-7296	740-453-8759	CAROLINECO, LP
OH	MIAMISBURG	725	101 S HEINCKE RD	45342-3556	937-866-0431	AES RESTAURANTS OF OHIO LLC
OH	MASON	7268	5561 S STATE RTE 741	45040	513-229-0913	RESTAURANT MANAGEMENT, INC.
OH	POLAND	7280	3255 CENTER RD	44514	330-707-9859	NILES RESTAURANT BUSINESS, INC.
OH	POWELL	7335	4087 POWELL RD	43065-8066	614-336-3246	CAPITAL FOODS, INC.
OH	MARIETTA	7343	805 JEFFERSON ST	45750	740-376-9988	AES TRI-STATE INC.
OH	MOUNT ORAB	7352	116 N POINT DR	45154-8967	937-444-2682	RESTAURANT MANAGEMENT, INC.

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**List of Franchisees as of January 2, 2022**

State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
OH	WARREN	7375	8265 E MARKET ST	44484-2341	330-856-3009	NILES RESTAURANT BUSINESS, INC.
OH	MARENGO	7418	488 STATE ROUTE 61	43334	419-253-9276	PILOT TRAVEL CENTERS LLC
OH	LONDON	7420	1365 SR 42 NE	43140-9596	614-879-5997	PILOT TRAVEL CENTERS LLC
OH	BLUE ASH	7422	4951 CORNELL RD	45242	513-489-3014	RESTAURANT MANAGEMENT, INC.
OH	ATHENS	7443	991 E STATE ST	45701-2117	740-592-4399	AES TRI-STATE INC.
OH	CLYDE	7466	1033 W MCPHERSON HWY	43410-1001	419-547-7646	TURBO RESTAURANTS US, LLC
OH	CAMBRIDGE	7489	61302 SOUTHGATE RD	43725-9114	740-435-8070	REI CAMBRIDGE, INC.
OH	UPPER SANDUSKY	7540	1745 E WYANDOT AVE	43351-9639	419-294-4800	BOB RHODES COMPANY
OH	SEVILLE	7544	6080 SPEEDWAY DR	44273-9107	330-769-4628	GN ASSOCIATES, INC.
OH	WESTERVILLE	7568	6063 S SUNBURY RD	43081-3846	614-891-3784	CAPITAL BEEF, LTD.
OH	FAIRFIELD	7636	3101 PRINCETON RD	45011-5338	513-894-2549	RESTAURANT MANAGEMENT, INC.
OH	DAYTON	7675	5940 FAR HILLS AVE	45429-2212	937-439-2788	FAR HILLS DEVELOPMENT LLC
OH	DAYTON	77	4914 AIRWAY RD	45431-1492	937-252-2311	AES RESTAURANTS OF OHIO LLC
OH	CENTERVILLE	7713	8301 YANKEE STREET	45458	937-312-1728	AES RESTAURANTS OF OHIO LLC
OH	KENTON	7731	1215 EAST COLUMBUS STREET	43326	419-674-4100	BOB RHODES COMPANY
OH	North Baltimore	7791	13190 DESHIER RD	45872	419-257-2610	CAROLINECO, LP
OH	BUCYRUS	7910	700 NORTH SANDUSKY AVE	44820	419-562-2168	MCGUIRE BUCYRUS MANAGEMENT, INC.
OH	WEST CHESTER	7913	8382 CINCINNATI - DAYTON RD	45069	513-755-6031	RESTAURANT MANAGEMENT, INC.
OH	NORTH LIMA	7927	11634 MARKET ST	44452	330-549-9251	NILES RESTAURANT BUSINESS, INC.
OH	BRIDGEPORT	7981	103 AETNA ST	43912	740-633-3008	REI BRIDGEPORT, INC.
OH	CINCINNATI	81	8657 WINTON RD	45231	513-521-0332	RESTAURANT MANAGEMENT, INC.
OH	SANDUSKY	819	3908 MILAN RD	44870	419-625-8125	LINELL CORPORATION
OH	MARION	8204	175 MCMAHAN BLVD.	43302	740-389-3598	MCGUIRE BUCYRUS MANAGEMENT, INC.
OH	SOUTH BLOOMFIELD	8302	5071 S. WALNUT STREET	43103	740-983-3843	AES TRI-STATE INC.
OH	FINDLAY	8369	2220 TIFFIN AVE.	45840	419-424-1299	MCGUIRE BUCYRUS MANAGEMENT, INC.
OH	PERRYSBURG	8387	26530 BAKER RD	43551	419-837-0078	CAROLINECO, LP
OH	FAIRFIELD	839	559 NILLES RD	45014	513-829-5253	RESTAURANT MANAGEMENT, INC.
OH	VAN WERT	8450	872 N. WASHINGTON	45891	419-238-7249	BOB RHODES COMPANY
OH	DELAWARE	8457	216 S. SANDUSKY ST.	43015	740-417-8113	MCGUIRE BUCYRUS MANAGEMENT, INC.
OH	DELHI	8486	5015 DELHI PIKE	45238	513-451-5565	RESTAURANT MANAGEMENT, INC.
OH	AMELIA	8511	3789 WATERFORD PARKWAY	45102	513-943-1496	RESTAURANT MANAGEMENT, INC.
OH	GALION	8559	700 CARTER DR.	44833	419-777-7206	MCGUIRE BUCYRUS MANAGEMENT, INC.
OH	CANTON	8595	1125 MARKET AVE., N.	44702	234-410-3852	TURBO RESTAURANTS US, LLC
OH	NEW ALBANY	8622	5528 NEW ALBANY RD. EAST	43054	614-741-7069	MCGUIRE BUCYRUS MANAGEMENT, INC.
OH	BELLEVUE	8632	625 WEST MAIN ST.	44811	419-484-2729	TURBO RESTAURANTS US, LLC
OH	SHELBY	8633	234 MANSFIELD AVE.	44875	419-342-2733	TURBO RESTAURANTS US, LLC

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State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
OH	MASSILLON	8634	515 LINCOLN WAY E	44646	330-775-7620	PKTG INCORPORATED
OH	BURBANK	8643	8417 HARLEY DR.	44214	330-302-4040	TURBO RESTAURANTS US, LLC
OH	MARYSVILLE	8726	350 COLEMAN'S CROSSING BLVD	43040	937-738-2175	MCGUIRE BUCYRUS MANAGEMENT, INC.
OH	Edon	8765	14553 State Route 49	43518	419-272-1520	CARLINECO, LP
OH	New Philadelphia	8810	1297 W High Ave	44663	234-801-2049	TURBO RESTAURANTS US, LLC
OH	Napoleon	8830	775 American Road	43545	419-766-6042	CARLINECO, LP
OH	Monroe	8928	200 Hamilton Lebanon Road	45050	513-402-3420	RESTAURANT MANAGEMENT, INC.
OH	FINDLAY	898	700 S MAIN ST	45840-3002	419-424-0722	G.B. BEEF, INC.
OH	CINCINNATI	91	6271 GLENWAY AVE	45211	513-661-0088	RESTAURANT MANAGEMENT, INC.
OH	HAMILTON	948	1003 NW WASHINGTON BLVD	45013	513-863-7636	RESTAURANT MANAGEMENT, INC.
OK	STILLWATER	1126	1016 N BOOMER RD	74074	405-372-8454	RB OKLAHOMA CENTRAL, LLC
OK	MIDWEST CITY	1154	1700 S AIR DEPOT BLVD	73110-5104	405-732-8353	RB OKLAHOMA CENTRAL, LLC
OK	CLAREMORE	1260	850 W WILL ROGERS BLVD	74017	918-341-6446	RB OKLAHOMA EAST, LLC
OK	BARTLESVILLE	1331	2935 E FRANK PHILLIPS BLVD	74003	918-333-7293	RB OKLAHOMA EAST, LLC
OK	OKLAHOMA CITY	1337	4629 NW 39TH ST	73122-2509	405-495-6233	RB OKLAHOMA CENTRAL, LLC
OK	MIDWEST CITY	1359	6600 E RENO AVE	73110-2146	405-737-1011	RB OKLAHOMA CENTRAL, LLC
OK	PRYOR	1418	315 S MILL ST	74361	918-825-3192	RB OKLAHOMA EAST, LLC
OK	ADA	1425	400 N MISSISSIPPI AVE	74820-5241	580-436-0730	RB OKLAHOMA CENTRAL, LLC
OK	TULSA	1465	4335 SOUTHWEST BLVD	74107	918-446-2050	RB OKLAHOMA EAST, LLC
OK	OKLAHOMA CITY	1492	933 SE 67TH ST	73149-2509	405-634-1395	RB OKLAHOMA CENTRAL, LLC
OK	MOORE	1508	1300 N JANEWAY AVE	73160-1711	405-794-5329	RB OKLAHOMA CENTRAL, LLC
OK	MUSKOGEE	1531	503 S 32 ST	74401-5010	918-683-9549	RB OKLAHOMA EAST, LLC
OK	ALTUS	1573	1201 N MAIN ST	73521	580-477-2312	RB OKLAHOMA CENTRAL, LLC
OK	OKLAHOMA CITY	1577	5920 S PENNSYLVANIA AVE	73109	405-682-4531	RB OKLAHOMA CENTRAL, LLC
OK	LAWTON	1584	1 NW SHERIDAN RD	73505-6303	580-248-0521	RB OKLAHOMA CENTRAL, LLC
OK	OKLAHOMA CITY	1591	2121 W BRITTON RD	73120	405-751-4173	RB OKLAHOMA CENTRAL, LLC
OK	DUNCAN	1602	2001 N HWY 81	73533-1415	580-252-7910	RB OKLAHOMA CENTRAL, LLC
OK	TULSA	1604	6331 E ADMIRAL PL	74115	918-835-4377	RB OKLAHOMA EAST, LLC
OK	OKLAHOMA CITY	1605	3420 NW 23 ST	73107	405-949-1021	RB OKLAHOMA CENTRAL, LLC
OK	MUSTANG	1793	101 W STATE HWY 152	73064-3916	405-376-1270	RB OKLAHOMA CENTRAL, LLC
OK	ENID	1805	3836 W OWEN K GARRIOTT RD	73703-4915	580-242-6289	RB OKLAHOMA CENTRAL, LLC
OK	YUKON	1848	8 E MAIN ST	73099-2233	405-354-0565	RB OKLAHOMA CENTRAL, LLC
OK	TULSA	298	4143 S PEORIA AVE	74105	918-749-3993	RB OKLAHOMA EAST, LLC
OK	OKLAHOMA CITY	5365	3628 N LINCOLN BLVD	73105	405-521-9824	RB OKLAHOMA CENTRAL, LLC
OK	TAHLEQUAH	5443	1414 S MUSKOGEE AVE	74464-5218	918-456-3007	RB OKLAHOMA EAST, LLC
OK	OKMULGEE	5451	129 S. WOOD DRIVE	74447	918-756-1348	RB OKLAHOMA EAST, LLC
OK	TULSA	5698	9101 S YALE AVE	74137-4024	918-492-8122	RB OKLAHOMA EAST, LLC
OK	GLENPOOL	5699	41 W 141 ST	74033	918-291-4505	RB OKLAHOMA EAST, LLC
OK	POTEAU	5772	2303 N BROADWAY ST	74953-2008	918-647-8512	RB ARK RESTAURANTS, LLC
OK	MCALESTER	5859	603 S GEORGE NIGH EXPY	74501-7277	918-426-1113	RB OKLAHOMA EAST, LLC
OK	SHAWNEE	5914	1531 N HARRISON AVE	74804-4020	405-275-3732	RB OKLAHOMA CENTRAL, LLC
OK	PONCA CITY	5949	2408 N 14TH ST	74601	580-762-8202	RB OKLAHOMA CENTRAL, LLC
OK	WOODWARD	6041	2323 WILLIAMS	73801	580-256-7516	RB OKLAHOMA CENTRAL, LLC

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**List of Franchisees as of January 2, 2022**

State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
OK	ELK CITY	6050	2105 S MAIN ST	73644-9114	580-225-6303	RB OKLAHOMA CENTRAL, LLC
OK	OWASSO	6092	11653 E 86TH ST N	74055-2532	918-272-7539	RB OKLAHOMA EAST, LLC
OK	TULSA	6148	16415 E ADMIRAL PL	74116-3910	918-438-7557	RB OKLAHOMA EAST, LLC
OK	WAGONER	6207	1302 W. CHEROKEE	74467	918-485-3609	RB OKLAHOMA EAST, LLC
OK	TULSA	622	4909 S YALE	74135	918-622-1413	RB OKLAHOMA EAST, LLC
OK	TULSA	6413	5980 S 49TH WEST AVE	74107	918-445-6835	RB OKLAHOMA EAST, LLC
OK	COWETA	6422	13589 S STATE HIGHWAY 51	74429-7106	918-486-7371	RB OKLAHOMA EAST, LLC
OK	HENRYETTA	6423	312 E MAIN ST	74437	918-652-4625	RB OKLAHOMA EAST, LLC
OK	SAND SPRINGS	6424	3510 S. HWY. 97	74063	918-245-3129	RB OKLAHOMA EAST, LLC
OK	OKLAHOMA CITY	6523	9020 S WESTERN AVE	73139-2723	405-692-4398	RB OKLAHOMA CENTRAL, LLC
OK	LAWTON	6574	4002 NW CACHE RD	73505-3634	580-355-8256	RB OKLAHOMA CENTRAL, LLC
OK	TULSA	6588	9419 E 71ST ST	74133	918-250-3831	RB OKLAHOMA EAST, LLC
OK	BROKEN BOW	6666	709 S PARK DR	74728	580-229-8059	RB ARK RESTAURANTS, LLC
OK	NORMAN	6722	3200 WEST ROBINSON STREET	73069	405-447-3506	RB OKLAHOMA CENTRAL, LLC
OK	BROKEN ARROW	6761	3325 S ELM PLACE	74012	918-449-0025	RB OKLAHOMA EAST, LLC
OK	TULSA	680	2918 E 11TH ST	74104	918-583-8545	RB OKLAHOMA EAST, LLC
OK	BARTLESVILLE	681	220 NE WASHINGTON BLVD	74003	918-333-1582	RB OKLAHOMA EAST, LLC
OK	SAPULPA	685	1025 E DEWEY	74066	918-224-9595	RB OKLAHOMA EAST, LLC
OK	SAND SPRINGS	687	122 E 2ND ST	74063	918-245-4138	RB OKLAHOMA EAST, LLC
OK	WEATHERFORD	6900	905 E MAIN STREET	73096-5641	580-772-5756	RB OKLAHOMA CENTRAL, LLC
OK	EDMOND	6970	1401 S SANTA FE AVENUE	73003-5909	405-359-6512	RB OKLAHOMA CENTRAL, LLC
OK	BROKEN ARROW	7058	6237 S GARNETT	74012	918-294-8151	RB OKLAHOMA EAST, LLC
OK	SHAWNEE	710	1801 N KICKAPOO AVE	74804-4317	405-275-0736	RB OKLAHOMA CENTRAL, LLC
OK	MIAMI	729	1217 N MAIN ST	74354	918-542-4041	RB MISSOURI SOUTH, LLC
OK	EL RENO	7299	2300 S COUNTRY CLUB RD	73036	405-422-2088	RB OKLAHOMA CENTRAL, LLC
OK	GROVE	7328	1802 S MAIN	74345	918-787-6400	RB OKLAHOMA EAST, LLC
OK	GUTHRIE	7331	2324 E NOBLE	73044	405-282-3892	RB OKLAHOMA CENTRAL, LLC
OK	OKLAHOMA CITY	7424	13300 N PENNSYLVANIA AVE	73120	405-752-7519	RB OKLAHOMA CENTRAL, LLC
OK	SALLISAW	7438	800 S KERR BLVD	74955-7221	918-775-8072	RB ARK RESTAURANTS, LLC
OK	MUSKOGEE	746	1901 N MAIN ST	74401	918-687-4341	RB OKLAHOMA EAST, LLC
OK	TULSA	747	1443 S MEMORIAL DR	74112	918-838-0997	RB OKLAHOMA EAST, LLC
OK	BROKEN ARROW	748	624 W KENOSHA	74012	918-258-7477	RB OKLAHOMA EAST, LLC
OK	DURANT	7521	513 UNIVERSITY PL	74701-7103	580-920-0737	RB OKLAHOMA CENTRAL, LLC
OK	ROLAND	7536	110 W. RAY FINE BLVD.	74954	918-427-1174	RB ARK RESTAURANTS, LLC
OK	PAULS VALLEY	7682	2514 W GRANT AVE	73075-9247	405-238-1930	RB OKLAHOMA CENTRAL, LLC
OK	TULSA	782	6919 S LEWIS	74105	918-492-6170	RB OKLAHOMA EAST, LLC
OK	TULSA	783	12926 E 21ST ST	74129	918-437-9238	RB OKLAHOMA EAST, LLC
OK	MOORE	7907	1813 SOUTH TELEPHONE RD	73160	405-912-9955	RB OKLAHOMA CENTRAL, LLC
OK	BROKEN ARROW	797	2540 E KENOSHA ST	74014	918-355-5762	RB OKLAHOMA EAST, LLC
OK	TULSA	798	4027 S GARNET	74145	918-270-2877	RB OKLAHOMA EAST, LLC
OK	Newcastle	7984	901 NW 32ND	73065	405-387-4353	RB OKLAHOMA CENTRAL, LLC
OK	EDMOND	799	326 S BROADWAY	73034	405-348-2622	RB OKLAHOMA CENTRAL, LLC
OK	JENKS	800	520 W MAIN ST	74037	918-299-3720	RB OKLAHOMA EAST, LLC
OK	TULSA	801	1943 S HARVARD	74112	918-747-2935	RB OKLAHOMA EAST, LLC
OK	TULSA	802	10118 S MEMORIAL DR	74133	918-420-1908	RB OKLAHOMA EAST, LLC
OK	OKLAHOMA CITY	8310	6009 W. RENO AVE	73127	405-491-0664	RB OKLAHOMA CENTRAL, LLC

**EXHIBIT A-1**  
**List of Franchisees as of January 2, 2022**

State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
OK	TULSA	8331	7117 S. OLYMPIA AVE.	74132	918-447-3711	RB OKLAHOMA EAST, LLC
OK	CHICKASHA	8379	1823 S. 4TH STREET	73018	405-222-2147	RB OKLAHOMA CENTRAL, LLC
OK	ARDMORE	8426	2700 12TH AVENUE NW	73401	580-223-5846	RB OKLAHOMA CENTRAL, LLC
OK	OKLAHOMA CITY	8441	8104 NW EXPRESSWAY	73162	405-721-1693	RB OKLAHOMA CENTRAL, LLC
OK	NORMAN	8443	2490 W MAIN STREET	73069	405-366-2805	RB OKLAHOMA CENTRAL, LLC
OK	OWASSO	8494	11500 N. 140TH E. AVENUE	74055	918-371-3600	RB OKLAHOMA EAST, LLC
OK	OKLAHOMA CITY	8506	13416 N. MACARTHUR	73142	405-721-0335	RB OKLAHOMA CENTRAL, LLC
OK	OKLAHOMA CITY	8546	10500 SOUTH MAY AVENUE	73170	405-378-0639	RB OKLAHOMA CENTRAL, LLC
OK	CHOCTAW	8599	14313 NE 23RD ST.	73020	405-467-6053	RB OKLAHOMA CENTRAL, LLC
OK	OKLAHOMA CITY	8629	12500 NW 10TH ST.	73099	405-324-2353	RB OKLAHOMA CENTRAL, LLC
OK	DEL CITY	98	4801 SE 29TH ST	73115-5003	405-672-1727	RB OKLAHOMA CENTRAL, LLC
OR	EUGENE	1393	3865 W 11TH AVE	97402-3057	541-484-1860	MARLU PORTLAND II, LLC
OR	SALEM	1479	940 LANCASTER DR NE	97301-2931	503-588-7110	MARLU PORTLAND II, LLC
OR	GRESHAM	1488	520 NE BURNSIDE	97030	503-665-6517	MARLU PORTLAND II, LLC
OR	BEND	1575	535 SE 3RD ST	97701	541-389-7436	RB IDAHO, LLC
OR	HAPPY VALLEY	1623	10499 SE 82 AVE	97266	503-774-9601	MARLU PORTLAND II, LLC
OR	PORTLAND	1647	10071 SE WASHINGTON	97216	503-255-2306	MARLU PORTLAND II, LLC
OR	ALBANY	1791	910 S GEARY ST	97321	541-928-1718	MARLU PORTLAND II, LLC
OR	CORVALLIS	1879	2503 NW 9TH ST	97330	541-752-4634	MARLU PORTLAND II, LLC
OR	KEIZER	1901	4510 RIVER RD N	97303	503-393-0343	MARLU PORTLAND II, LLC
OR	BEAVERTON	445	8175 SW HALL BLVD	97005	503-520-0188	MARLU PORTLAND II, LLC
OR	KLAMATH FALLS	5191	2759 S 6TH ST	97603	541-882-1736	SA FOOD SERVICE, LLC
OR	BEAVERTON	6286	2820 SW CEDAR HILLS BLVD.	97005	503-643-4142	MARLU PORTLAND II, LLC
OR	PORTLAND	6305	3171 NORTH LOMBARD STREET	97217	503-735-3841	MARLU PORTLAND II, LLC
OR	PORTLAND	6384	12035 NE HALSEY	97220	503-253-5908	MARLU PORTLAND II, LLC
OR	SPRINGFIELD	6465	4252 MAIN STREET	97478	541-747-7729	THE HOWLING COYOTE, INC.
OR	REDMOND	6543	2076 S HWY 97	97756	541-923-7627	RB IDAHO, LLC
OR	TROUTDALE	6745	1184 NW FRONTAGE RD	97060	503-666-1446	MARLU PORTLAND II, LLC
OR	ONTARIO	6841	653 E IDAHO AVE	97914	541-889-3796	PILOT TRAVEL CENTERS LLC
OR	SALEM	6906	4990 COMMERCIAL ST SE	97306	503-365-7000	MARLU PORTLAND II, LLC
OR	MCMINNVILLE	7062	2575 NE HIGHWAY 99 W	97128-9221	503-474-3717	MARLU PORTLAND II, LLC
OR	WOODBURN	7078	275 N ARNEY RD	97071-8455	503-982-4623	MARLU PORTLAND II, LLC
OR	EUGENE	716	35 SILVER LANE	97402	541-689-3500	MARLU PORTLAND II, LLC
OR	JUNCTION CITY	7288	1420 IVY ST	97448	541-998-2323	THE HOWLING COYOTE, INC.
OR	ROSEBURG	7531	280 GRANT SMITH RD	97470-4560	541-679-1916	CARLINECO, LP
OR	HILLSBORO	7835	7370 NE BUTLER ST	97124	503-640-0386	MARLU PORTLAND II, LLC
OR	GRANTS PASS	7995	140 NE TERRY LN	97526	541-474-7995	SA FOOD SERVICE, LLC
OR	MEDFORD	8202	41 E. STEWART AVE	97501	541-779-4294	SA FOOD SERVICE, LLC

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**List of Franchisees as of January 2, 2022**

State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
OR	COTTAGE GROVE	8492	810 ROW RIVER RD.	97424	541-649-1440	THE HOWLING COYOTE, INC.
OR	ALBANY	8668	6457 Old Salem Rd.	97321	541-928-7922	CARLINECO, LP
OR	Medford	8724	2233 Biddle Road	97504	458-225-9798	SA FOOD SERVICE, LLC
OR	Madras	8815	1678 South West Hwy US-97	97741	541-675-6014	CARLINECO, LP
PA	ALLENTOWN	1093	1535 LEHIGH ST	18103	610-797-2034	Trident QSR Operations LLC
PA	ALTOONA	129	524 W PLANK RD	16601	814-942-4725	LINELL CORPORATION
PA	JOHNSTOWN	145	1243 SCALP AVE	15904	814-266-4222	KINCO, INC.
PA	FEASTERVILLE-TREVOSE	147	245 E STREET RD	19053-6157	215-942-7788	LG & K, INC.
PA	WILLIAMSPORT	475	1726 E 3RD ST	17701-3848	570-322-2336	R&R BUSINESS VENTURES, LLC
PA	KUTZTOWN	5229	15506 KUTZTOWN RD	19530	610-683-7300	Trident QSR Operations LLC
PA	NATRONA HEIGHTS	543	1617 FREEPORT RD	15065	724-224-6072	KINCO, INC.
PA	LANCASTER	5599	2230 LINCOLN HWY E	17602	717-392-0919	PA AREA MEATS, LLC
PA	WIND GAP	5742	950 S BROADWAY	18091-1649	610-863-0246	Trident QSR Operations LLC
PA	PINE GROVE	5798	408 SUEDBERG RD	17963-9273	570-345-2729	PA AREA MEATS II, LLC
PA	SOMERSET	5858	109 LEWIS DRIVE	15501	814-443-1181	SOMERSET MEATS, LLC
PA	WARREN	6007	1654 MARKET ST EXT	16365	814-723-4486	TOBY FOOD GROUP, INC.
PA	BROOKVILLE	6114	224 ALLEGHENY BOULEVARD	15825	814-849-3301	TOBY FOOD GROUP, INC.
PA	CLEARFIELD	6229	14592 CLEARFIELD SHAWVILLE HWY	16830-6111	814-765-4202	TOBY FOOD GROUP, INC.
PA	LOCK HAVEN	6233	543 HIGH ST	17745	570-748-9305	AARDEN, INC.
PA	CLARION	6237	26 PERKINS RD	16214-8528	814-227-2227	TOBY FOOD GROUP, INC.
PA	FOGELSVILLE	6268	7720 MAIN ST	18051	610-366-8966	THIRD HORIZON FOODS, INC.
PA	EASTON	6526	3710 EASTON NAZARETH HWY	18045	610-559-9670	Trident QSR Operations LLC
PA	YORK	6652	409 LOUCKS RD	17404	717-845-1815	PA AREA MEATS, LLC
PA	DUBOIS	6682	1688 RICH HWY	15801	814-375-5825	PILOT TRAVEL CENTERS LLC
PA	EAST STROUDSBURG	6711	111 BROWN ST	18301-2824	570-476-8970	Trident QSR Operations LLC
PA	CRANBERRY	6820	7044 ROUTE 322	16319	814-677-9915	TOBY FOOD GROUP, INC.
PA	BRADFORD	6835	75 FOREMAN ST	16701	814-362-4902	A&T FOOD DEVELOPMENT, LLC
PA	SHREWSBURY	6849	669 SHREWSBURY COMMONS	17361	717-235-8849	PA AREA MEATS, LLC
PA	YORK	6966	2810 E MARKET ST	17402	717-755-1701	PA AREA MEATS, LLC
PA	SINKING SPRING	7001	4850 PENN AVE	19608-8601	610-670-1320	SINKING SPRING FAST FOODS, LLC
PA	LANCASTER	7006	3005 COLUMBIA AVE	17603-4010	717-299-1688	PA AREA MEATS, LLC
PA	QUAKERTOWN	7012	175 N WESTEND BLVD	18951	215-538-9044	Trident QSR Operations LLC
PA	HARRISVILLE	7092	1012 DHOLU RD	16038-3424	814-786-3344	TOBY FOOD GROUP, INC.
PA	LEHIGHTON	7108	1209 BLAKESLEE BLVD DR E	18235-2402	570-386-1137	PA AREA MEATS II, LLC
PA	PARKESBURG	7357	800 COMMONS DR	19365-2164	610-857-2712	ACW CORPORATION
PA	ALLENTOWN	7358	1305 AIRPORT RD	18109-3506	610-439-2330	PA AREA MEATS II, LLC
PA	EASTON	7532	2445 BUTLER ST	18042-5302	610-438-0460	PA AREA MEATS II, LLC
PA	ELVERSON	7601	700 CROSSINGS BLVD	19543	610-913-0924	ACW CORPORATION
PA	WHITEHALL	7605	1229 SCHADT AVE	18052-3847	610-435-3019	Trident QSR Operations LLC
PA	SCRANTON	7610	502 7TH AVE	18508-2566	570-346-0900	PA AREA MEATS II, LLC

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State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
PA	WASHINGTON	7648	3 TRINITY POINT DR	15301-2975	724-222-5190	LINELL CORPORATION
PA	MIFFLINVILLE	7661	440 WEST THIRD	18631	570-752-9013	CARLINECO, LP
PA	HAMBURG	7714	807 SOUTH 4TH STREET	19526	610-562-9790	PA AREA MEATS II, LLC
PA	FAIRLESS HILLS	7930	505 S. OXFORD VALLEY RD	19030	215-547-4392	NZA GROUP, INC.
PA	MILROY	7971	20 COMMERCE DRIVE	17063	717-667-7642	MILROY MEATS, LLC
PA	MONROEVILLE	8	3974 WILLIAM PENN HWY	15146	412-373-3330	LINELL CORPORATION
PA	UNIONTOWN	8320	2013 MORGANTOWN RD	15401	724-437-1470	J.G. FOOD SERVICES, INC.
PA	HANOVER	8330	1340 SOUTH BALTIMORE ST	17331	717-632-8461	HANOVER MEATS, LLC
PA	YORK	8404	2600 KEYWAY DR	17402	717-741-2474	YORK MEATS, LLC
PA	LEWISTOWN	8526	202 ELECTRIC AVE.	17044	717-953-9888	LEWISTOWN MEATS, LLC
PA	Levittown	8640	177 LEVITTOWN PKWY	19054	215-486-7511	LEVITTOWN MEATS, LLC
PA	BEDFORD	8641	4444 US-BUSINESS 220	15522	814-623-0047	BEDFORD MEATS, LLC.
PA	BREEZEWOOD	8671	16563 LINCOLN HIGHWAY	15533	814-735-7247	SNYDER'S GATEWAY, INC.
PA	WAYNESBURG	8676	1050 ROY E. FURMAN HWY	15370	724-833-9181	REI WAYNESBURG, INC.
PA	RED LION	8686	3111 CAPE HORN RD	17356	717-244-4400	RED LION MEATS, LLC
PA	Bethlehem	8687	3020 Easton Avenue	18017	610-882-2211	BETHLEHEM MEATS LLC
PA	Manheim	8727	1201 Lancaster Rd	17545	717-879-9888	MANMEHIM MEATS, LLC
PA	New Brighton	8759	401 5th Street	15066	724-846-1319	PAR MAR OIL COMPANY
PA	Huntingdon	8786	9634 William Penn Highway	16652	814-251-9056	HUNTINGDON MEATS, LLC
PA	Sarver	8944	704 S Pike Rd	16055	724-295-3719	PAR MAR OIL COMPANY
SC	FLORENCE	1581	2034 W LUCAS ST	29501-1203	843-679-2875	ORR COMPANY, INC.
SC	SENECA	5224	1431 SANDIFER BLVD	29678-0921	864-882-7068	NEWBERRY RESTAURANT GROUP, INC.
SC	PIEDMONT	5594	3028 EARLE E MORRIS JR HWY	29673-9403	864-269-9653	NEWBERRY RESTAURANT GROUP, INC.
SC	SUMTER	5623	1280 BROAD ST	29150	803-469-2727	ORR COMPANY, INC.
SC	SPARTANBURG	5705	1731 REIDVILLE RD	29301	864-587-1226	BHAVANI GROUP, LLC
SC	FLORENCE	5730	2399 DAVID MCLEOD BLVD	29501	843-679-2874	ORR COMPANY, INC.
SC	GREENWOOD	5761	1332 BYPASS 72 NE	29649-2207	864-229-0747	BRUMIT RESTAURANT GROUP, LLC
SC	GREENVILLE	5807	11 VERDAE RD	29607	864-627-3602	NEWBERRY RESTAURANT GROUP, INC.
SC	EASLEY	6160	5200 CALHOUN MEMORIAL HWY	29640	864-859-9773	NEWBERRY RESTAURANT GROUP, INC.
SC	ANDERSON	6214	402 BYPASS 28 S	29624-3026	864-261-7980	DJW, INC.
SC	SPARTANBURG	6280	161 S PINE ST	29302-1936	864-582-1102	BRUMIT RESTAURANT GROUP, LLC
SC	ANDERSON	6292	4544 HWY 81 N	29621	864-261-9988	DJW, INC.
SC	FLORENCE	6300	1420 S IRBY ST	29502	843-679-2876	ORR COMPANY, INC.
SC	WALHALLA	6358	231 E MAIN ST	29691-1926	864-638-8799	NEWBERRY RESTAURANT GROUP, INC.
SC	GREER	6386	1317 W WADE HAMPTON BLVD	29650	864-877-1366	NEWBERRY RESTAURANT GROUP, INC.
SC	CONWAY	6501	1616 CHURCH ST	29526-2958	843-248-4177	AES TRI-STATE INC.
SC	SIMPSONVILLE	6572	631 FAIRVIEW RD	29680-6706	864-963-9402	BRUMIT RESTAURANT GROUP, LLC
SC	MYRTLE BEACH	673	2302 N KINGS HWY	29577	843-448-3221	AES TRI-STATE INC.



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SC	ANDERSON	6794	2803 N MAIN ST	29621	864-224-3318	DJW, INC.
SC	MYRTLE BEACH	6912	2709 DICK POND RD	29575-5506	843-650-0132	AES TRI-STATE INC.
SC	GREER	6936	2120 OLD SPARTANBURG RD	29650	864-292-0886	BRUMIT RESTAURANT GROUP, LLC
SC	SIMPSONVILLE	7039	2605 WOODRUFF RD	29681	864-675-9090	BRUMIT RESTAURANT GROUP, LLC
SC	GREENVILLE	7211	1004 E BUTLER RD	29607	864-329-0212	BRUMIT RESTAURANT GROUP, LLC
SC	ST. MATTHEWS	7329	1300 BURKE RD	29135	803-874-2244	PILOT TRAVEL CENTERS LLC
SC	PICKENS	7342	113 HAMPTON AVE	29671-2462	864-878-6100	BRUMIT RESTAURANT GROUP, LLC
SC	NEWBERRY	7363	1618 WILSON RD	29108-3054	803-276-8292	NEWBERRY RESTAURANT GROUP, INC.
SC	BOILING SPRINGS	7398	4008 BOILING SPRINGS RD	29316	864-814-3326	BRUMIT RESTAURANT GROUP, LLC
SC	GAFFNEY	7419	909 HYATT ST	29341-2629	864-206-0050	PILOT TRAVEL CENTERS LLC
SC	NORTH MYRTLE BEACH	7551	680 HIGHWAY 17 N	29582-2906	843-281-9035	AES TRI-STATE INC.
SC	SPARTANBURG	7563	2221 CHESNEE HWY	29303-5503	864-583-1591	BRUMIT RESTAURANT GROUP, LLC
SC	MURRELLS INLET	7721	4406 HIGHWAY 17	29576	843-357-0346	AES TRI-STATE INC.
SC	DILLON	7975	1911 HWY 34 WEST	29536	843-774-2205	CARLINECO, LP
SC	ANDERSON	8222	4686 CLEMSON BLVD	29621	864-226-5059	DJW, INC.
SC	MYRTLE BEACH	824	1506 S KINGS HWY	29577	843-448-3021	AES TRI-STATE INC.
SC	TRAVELERS REST	8296	18 BENTON RD	29690	864-834-8950	UPSTATE RESTAURANT GROUP, INC.
SC	LYMAN	8321	12229 GREENVILLE HWY.	29365	864-949-0221	UPSTATE RESTAURANT GROUP, INC.
SC	MULLINS	8348	300 WEST MCINTYRE ST.	29574	843-464-8196	QF3, LLC
SC	ANDERSON	8350	1432 PEARMAN DAIRY RD.	29625	864-231-7756	DJW, INC.
SC	FAIR PLAY	8359	4238 OLD DOBBINS BRIDGE RD.	29643	864-287-5589	CARLINECO, LP
SC	COLUMBIA	8444	4110 MOSEBY ST.	29207	803-738-0467	ARMY & AIR FORCE EXCHANGE SERVICE
SC	NORTH CHARLESTON	8528	5714 NORTH RHETT AVE.	29406	843-745-9222	PILOT TRAVEL CENTERS LLC
SC	INDIAN LAND	8557	8394 CHARLOTTE HWY.	29707	803-547-6941	BRUMIT RESTAURANT GROUP, LLC
SC	LAURENS	8590	238 EXCHANGE BLD.	29360	864-681-2420	NEWBERRY RESTAURANT GROUP, INC.
SC	CLOVER	8602	511 NAUTICAL DR.	29710	803-831-5555	BRUMIT RESTAURANT GROUP, LLC
SC	SPARTANBURG	8603	1808 ASHEVILLE HIGHWAY	29303	864-541-8403	BRUMIT RESTAURANT GROUP, LLC
SC	Orangeburg	8650	661 John C. Calhoun Drive	29115	803-997-2335	NEWBERRY RESTAURANT GROUP, INC.
SC	CLINTON	8661	18974 Highway 72 East	29325	864-547-1364	BRUMIT RESTAURANT GROUP, LLC
SC	SUMTER	8682	1954 MCCRAYS MILL RD	29150	803-774-0040	ORR COMPANY, INC.
SC	Fort Mill	8688	2373 Len Patterson Road	29708		BRUMIT RESTAURANT GROUP, LLC
SC	Myrtle Beach	8696	4100 Pine Hollow Road	29588	843-742-5551	THE GAS MART, INC.

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State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
SC	LEXINGTON	8709	2444 AUGUSTA HWY	29072	803-785-2729	NEWBERRY RESTAURANT GROUP, INC.
SC	Clemson	8717	838 Old Greenville Hwy	29630	864-722-9071	BRUMIT RESTAURANT GROUP, LLC
SC	Piedmont	8719	7455 Augusta Road	29673	864-277-1733	BRUMIT RESTAURANT GROUP, LLC
SC	Columbia	8747	2707 Clemson Road	29229	803-348-9844	NEWBERRY RESTAURANT GROUP, INC.
SC	Roebuck	8748	6159 Hwy 221	29376	864-586-1198	BRUMIT RESTAURANT GROUP, LLC
SC	Elgin	8764	701 White Pond Road	29045	803-408-3944	CAROLINECO, LP
SC	Chester	8775	1622 J A Cochran Bypass	29706	803-385-9195	BRUMIT RESTAURANT GROUP, LLC
SC	Greenville	8795	204 Rutherford Street	29609	864-509-0248	BRUMIT RESTAURANT GROUP, LLC
SC	Lexington	8802	352 Longs Pond Rd	29073	803-785-2735	NEWBERRY RESTAURANT GROUP, INC.
SC	Union	8823	311 Buffalo-West Springs Hwy	29379	864-532-2333	BRUMIT RESTAURANT GROUP, LLC
SC	Irmo	8851	10621 Broad River Rd	29063	803-708-2518	NEWBERRY RESTAURANT GROUP, INC.
SC	North Augusta	8858	1066 Edgefield Road	29860		NEWBERRY RESTAURANT GROUP, INC.
SD	SIOUX FALLS	5222	3820 W 41 ST	57106	605-361-0900	AMERICAN ROAST BEEF, INC.
SD	WATERTOWN	5876	1220 9TH AVE SE	57201	605-886-2214	AMERICAN ROAST BEEF, INC.
SD	ABERDEEN	5976	1205 6TH AVE SE	57401-4948	605-229-5460	AMERICAN ROAST BEEF, INC.
SD	MITCHELL	6019	1500 S BURR ST	57301	605-996-5656	AMERICAN ROAST BEEF, INC.
SD	SPEARFISH	6334	333 W JACKSON BLVD	57783	605-642-0109	Quality Meats West LLC
SD	SIOUX FALLS	6517	5050 N CLIFF AVE	57104	605-336-9776	AMERICAN ROAST BEEF, INC.
SD	RAPID CITY	6791	1620 CABELL ST	57701	605-341-3811	Quality Meats West LLC
SD	SIOUX FALLS	6799	2729 E 10TH ST	57103	605-334-0700	AMERICAN ROAST BEEF, INC.
SD	RAPID CITY	7220	2400 MT RUSHMORE RD	57701	605-348-8605	Quality Meats West LLC
SD	RAPID CITY	7528	3920 CHEYENNE BLVD	57703	605-342-8370	Quality Meats West LLC
SD	YANKTON	7664	3009 BROADWAY AVE	57078-4890	605-260-2729	HEAP BIG BEEF, INC.
SD	OACOMA	7940	102 EAST HIGHWAY 16	57365	605-734-0400	HEAP BIG BEEF, INC.
SD	BROOKINGS	7987	1818 6TH STREET	57006	605-692-1210	HEAP BIG BEEF, INC.
SD	PIERRE	8261	319 WEST SIOUX AVE	57501	605-945-9955	Quality Meats West LLC
SD	SIOUX FALLS	8376	3509 SOUTH MINNESOTA AVE.	57105	605-275-2729	HEAP BIG BEEF, INC.
SD	RAPID CITY	8396	326 EAST STUMER RD	57701	605-342-0848	Quality Meats West LLC
SD	RAPID CITY	8412	2410 WEST MAIN ST	57701	605-341-2049	Quality Meats West LLC
SD	STURGIS	8484	2882 DICKSON DR.	57785	605-720-4059	Quality Meats West LLC
SD	Brandon	8703	501 North Split Rock Blvd	57005	605-582-2729	HEAP BIG BEEF, INC.
SD	Sioux Falls	8840	6395 South Louise Avenue	57108	605-275-4010	HEAP BIG BEEF, INC.
TN	CLEVELAND	1129	2835 KEITH ST NW	37311	423-479-2414	RESTAURANT MANAGEMENT, INC.
TN	KINGSPORT	1619	4226 FORT HENRY DR	37663	423-239-7660	AES TRI-STATE INC.
TN	KINGSPORT	1694	4532 W STONE DR	37660-1049	423-247-9979	AES TRI-STATE INC.
TN	JOHNSON CITY	1766	1909 S ROAN ST	37601	423-926-8835	AES TRI-STATE INC.

**EXHIBIT A-1**  
**List of Franchisees as of January 2, 2022**

State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
TN	ATHENS	1881	1419 DECATUR PIKE	37303	423-745-8966	RESTAURANT MANAGEMENT, INC.
TN	BRISTOL	1963	1315 VOLUNTEER PKWY	37620	423-764-2444	AES TRI-STATE INC.
TN	CHATTANOOGA	5025	4766 HIGHWAY 58	37416-2203	423-892-5984	RESTAURANT MANAGEMENT, INC.
TN	ELIZABETHTON	5123	1719 HIGHWAY 19E-37	37643	423-543-8322	AES TRI-STATE INC.
TN	PARIS	5137	1012 MINERAL WELLS AVE	38242	731-644-1300	RESTAURANT GROUP, INC.
TN	GREENEVILLE	5308	519 TUSCULUM BLVD	37743	423-636-1995	AES TRI-STATE INC.
TN	LA FOLLETTE	5333	2418 JACKSBORO PIKE	37766	423-201-9495	BBT RESTAURANTS, LLC
TN	NEWPORT	5419	822 COSBY HWY	37821	423-625-0413	MERIT FOODS, INC.
TN	JOHNSON CITY	5719	2707 N ROAN ST	37601	423-282-1434	AES TRI-STATE INC.
TN	EAST RIDGE	5808	6302 RINGGOLD RD	37412	423-499-6332	RESTAURANT MANAGEMENT, INC.
TN	KIMBALL	5823	385 KIMBALL CROSSING DR	37347	423-837-2344	RESTAURANT MANAGEMENT, INC.
TN	BLOUNTVILLE	5958	1313 HIGHWAY 394	37617	423-323-4471	AES TRI-STATE INC.
TN	CHATTANOOGA	5971	3903 HIXSON PIKE	37415	423-870-5488	RESTAURANT MANAGEMENT, INC.
TN	JONESBOROUGH	6060	405 E JACKSON BLVD	37659-5129	423-753-5210	AES TRI-STATE INC.
TN	CHATTANOOGA	6356	7314 SHALLOWFORD RD	37421	423-899-2660	RESTAURANT MANAGEMENT, INC.
TN	JELLICO	6416	1478 5TH ST	37762-4506	423-784-0174	CAPL Retail LLC
TN	DAYTON	6490	4331 RHEA COUNTY HWY	37321	423-570-8073	RESTAURANT MANAGEMENT, INC.
TN	OOLETEWAH	6576	9200 LEE HIGHWAY	37363	423-238-5102	RESTAURANT MANAGEMENT, INC.
TN	KINGSPORT	6884	1652 E STONE DR	37660	423-245-1767	AES TRI-STATE INC.
TN	KINGSPORT	6938	2306 SULLIVAN GARDENS PKWY	37660	423-349-8688	AES TRI-STATE INC.
TN	HURRICANE MILLS	7262	15559 HWY 13 S	37078	931-296-1955	PILOT TRAVEL CENTERS LLC
TN	ONEIDA	7391	15850 SCOTT HWY	37841-6459	423-286-9998	NO RED, INC.
TN	HIXSON	7482	8514 HIXSON PIKE	37343-1560	423-847-8655	RESTAURANT MANAGEMENT, INC.
TN	CHATTANOOGA	750	5420 BRAINERD RD	37411	423-894-7478	RESTAURANT MANAGEMENT, INC.
TN	COLUMBIA	7784	1623 BEAR CREEK PIKE	38401	931-388-4829	CAROLINECO, LP
TN	MURFREESBORO	7979	2441 SOUTH CHURCH ST	37127	615-907-3374	PILOT TRAVEL CENTERS LLC
TN	LEWISBURG	8205	151 NORTH ELLINGTON PWKY	37091	931-359-0245	WHITE OAK ENTERPRISES
TN	Millington	8741	8620 US Hwy 51	38053	901-872-1157	GHM INVESTMENTS, LLC
TN	Holladay	8816	13820 Hwy 641 North	38341	731-847-3382	CAROLINECO, LP
TN	Mosheim	8857	10465 Lonesome Pine Trail	37818	423-422-2859	CAROLINECO, LP
TN	Bristol	8881	2615 W. State Street	37620	423-217-0839	AES TRI-STATE INC.
TN	CHATTANOOGA	901	501 NORTHGATE MALL	37415-6944	423-875-4048	RESTAURANT MANAGEMENT, INC.
TX	TEMPLE	1034	1514 W ADAMS AVE	76504	#N/A	FOODS, LTD.
TX	UNIVERSAL CITY	1103	905 PAT BOOKER RD	78148	210-659-2111	CHI SOUTHWEST, LLC
TX	SAN ANTONIO	1112	6818 MILITARY DR W	78227	210-673-6851	CHI SOUTHWEST, LLC
TX	ARLINGTON	1330	1102 N COLLINS ST	76011	817-861-2785	TURBO RESTAURANTS, LLC
TX	SHERMAN	1434	2131 TEXOMA PKWY	75090	903-868-1420	TURBO RESTAURANTS, LLC

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State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
TX	ODESSA	1521	3805 ANDREWS HWY	79762	432-550-3740	TURBO RESTAURANTS, LLC
TX	MIDLAND	1562	1822 N MIDLAND DR	79707	432-697-9548	TURBO RESTAURANTS, LLC
TX	COLLEGE STATION	1583	1800 SOUTHWEST PKWY	77840	979-696-2729	TURBO RESTAURANTS, LLC
TX	TEXARKANA	1614	3223 KENNEDY LANE	75501	903-832-7631	TURBO RESTAURANTS, LLC
TX	AMARILLO	1749	2020 S ROSS ST	79103	806-372-6131	TURBO RESTAURANTS, LLC
TX	CONROE	1860	1025 N LOOP 336 WEST	77301	936-441-3773	TURBO RESTAURANTS, LLC
TX	TYLER	1928	4006 SOUTH BROADWAY	75701	903-534-1735	TURBO RESTAURANTS, LLC
TX	ABILENE	1959	3824 SOUTH CLACK STREET	79606-2711	325-695-4491	HOL-MC, INC.
TX	HOUSTON	1977	2415 BAY AREA BLVD	77259	281-486-9865	TURBO RESTAURANTS, LLC
TX	PORTER	1978	23651 US HWY 59	77365	281-354-1766	TURBO RESTAURANTS, LLC
TX	EL PASO	227	6138 MONTANA	79925	915-779-0045	CHI SOUTHWEST, LLC
TX	EL PASO	228	9575 DYER ST	79924	915-757-0361	CHI SOUTHWEST, LLC
TX	WACO	300	723 NORTH VALLEY MILLS DRIVE	76710	254-776-0262	FOODS, LTD.
TX	WICHITA FALLS	491	501 HOLLIDAY ST	76301	940-285-5556	RBVCO. INC.
TX	PLANO	5098	725 W. SPRING CREEK PKWY	75093	972-517-0640	TURBO RESTAURANTS, LLC
TX	FORT WORTH	5233	3832 ALTA MESA BLVD.	76133	817-346-1948	TURBO RESTAURANTS, LLC
TX	EL PASO	5303	10988 MONTWOOD DR.	79924	915-598-8843	MJG CORPORATION
TX	SAN ANTONIO	5310	6799 BANDERA RD	78238	210-647-5818	CHI SOUTHWEST, LLC
TX	MCKINNEY	5387	1706 WEST UNIVERSITY DRIVE	75069	972-542-0004	TURBO RESTAURANTS, LLC
TX	GREENVILLE	5420	5001 HWY 69 S	75401	903-455-0410	TURBO RESTAURANTS, LLC
TX	GARLAND	5485	1902 NORTHWEST HWY	75041	972-613-6014	TURBO RESTAURANTS, LLC
TX	BEDFORD	5499	3237 HARWOOD RD	76021	817-545-4003	TURBO RESTAURANTS, LLC
TX	LUBBOCK	5549	4020 82ND STREET	79423	806-797-9200	MIRACLE RESTAURANT GROUP, LLC
TX	ARLINGTON	5560	4820 SOUTH COOPER STREET	76015	817-472-6395	TURBO RESTAURANTS, LLC
TX	PARIS	5628	3355 LAMAR AVE	75460-5023	903-785-1767	TURBO RESTAURANTS, LLC
TX	DALLAS	5711	6363 GREENVILLE AVENUE	75206	214-363-9836	TURBO RESTAURANTS, LLC
TX	BURLESON	5723	801 NE ALSBURY BLVD	76028-2659	817-295-0043	TURBO RESTAURANTS, LLC
TX	AMARILLO	5726	7222 I-40 WEST	79108	806-353-8735	MIRACLE RESTAURANT GROUP, LLC
TX	GRAPEVINE	5751	1260 WILLIAM D TATE	76051	817-421-8835	TURBO RESTAURANTS, LLC
TX	SAN ANTONIO	5769	9501 SAN PEDRO AVE	78216	210-344-7573	CHI SOUTHWEST, LLC
TX	BENBROOK	5810	9248 US HWY 377 SOUTH	76126	817-249-0716	TURBO RESTAURANTS, LLC
TX	WEATHERFORD	5854	801 SOUTH MAIN STREET	76086-5353	817-594-9561	TURBO RESTAURANTS, LLC
TX	CORPUS CHRISTI	5865	4811 SOUTH STAPLES	78411	361-992-2651	TURBO RESTAURANTS, LLC
TX	LUBBOCK	5979	5711 19TH STREET	79407	806-795-9276	MIRACLE RESTAURANT GROUP, LLC
TX	ARLINGTON	5993	4406 LITTLE RD	76016-5605	817-483-2438	TURBO RESTAURANTS, LLC
TX	DENTON	5999	2313 COLORADO BLVD.	76205	940-382-2482	TURBO RESTAURANTS, LLC
TX	LONGVIEW	6138	1025 MCCAN ROAD	75601	903-758-0005	TURBO RESTAURANTS, LLC
TX	MESQUITE	6301	1821 RANGE RD	75149	972-288-7761	TURBO RESTAURANTS, LLC
TX	RICHARDSON	6381	1820 N PLANO RD	75081-1916	972-437-5205	TURBO RESTAURANTS, LLC
TX	CARROLLTON	6397	1909 E HEBRON PKWY	75007	972-492-2330	TURBO RESTAURANTS, LLC
TX	DALLAS	6414	2810 W WHEATLAND RD	75237	972-283-4475	TURBO RESTAURANTS, LLC
TX	DENISON	6488	515 N US HWY 75	75020	903-465-7794	TURBO RESTAURANTS, LLC

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State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
TX	NORTH RICHLAND HILLS	6510	7640 GRAPEVINE HWY	76180-8306	817-284-2656	TURBO RESTAURANTS, LLC
TX	GRAND PRAIRIE	6558	4030 S GREAT SOUTHWEST PKWY	75052	972-602-8899	TURBO RESTAURANTS, LLC
TX	SCHERTZ	6560	5549 FM 3009	78154-3207	210-651-6820	CHI SOUTHWEST, LLC
TX	KILLEEN	6673	4010 E STAN SCHLUETER LOOP	76542	254-953-3319	FOODS, LTD.
TX	ALLEN	7008	201 N CENTRAL EXPRESSWAY	75013-2629	972-747-1411	TURBO RESTAURANTS, LLC
TX	SULPHUR SPRINGS	7046	1200 SOUTH HILLCREST DR	75482	903-885-4050	PILOT TRAVEL CENTERS LLC
TX	WALLER	7193	30711 FM 2920	77484	936-372-3517	CAROLINECO, LP
TX	ANGLETON	7276	2905 N VELASCO BLVD	77515	979-549-0100	SOUTHERN RESTAURANTS, INC.
TX	SPRING	7290	130 E LOUETTA RD	77373	281-651-0991	TURBO RESTAURANTS, LLC
TX	MIDLOTHIAN	7323	1501 N HWY 287	76065	972-775-2820	CAROLINECO, LP
TX	AUSTIN	7400	13609 NORTH I-35 BLDG 5	78753	512-990-0911	XADELPHIA I, LLC
TX	AMARILLO	7490	5214 S WESTERN ST	79109-6184	806-353-2370	MIRACLE RESTAURANT GROUP, LLC
TX	KATY	7514	1235 N. FRY RD	77449	281-829-1666	TURBO RESTAURANTS, LLC
TX	AUSTIN	7529	8648 RESEARCH BLVD	78758-7152	512-380-9011	XADELPHIA II, LLC
TX	HOUSTON	7542	3940 NORTH MCCARTY STREET	77013-3622	713-670-0235	CAROLINECO, LP
TX	KATY	7543	612 PEDERSON ROAD	77494	281-391-5556	CAROLINECO, LP
TX	PASADENA	7566	5471 FAIRMONT PKWY	77505-3805	281-991-5554	TURBO RESTAURANTS, LLC
TX	KINGSVILLE	7639	1451 N HIGHWAY 77	78363	361-592-3089	CAROLINECO, LP
TX	LEWISVILLE	7795	220 ROUND GROVE ROAD	75067	972-316-2729	TURBO RESTAURANTS, LLC
TX	IRVING	7799	1730 MARKET PLACE BLVD.	75063	972-869-4339	TURBO RESTAURANTS, LLC
TX	KELLER	7845	1101 SOUTH MAIN ST	76248	682-593-6400	TURBO RESTAURANTS, LLC
TX	FRISCO	7858	5244 PRESTON ROAD	75034	214-872-4301	TURBO RESTAURANTS, LLC
TX	FORT WORTH	7866	3788 BOAT CLUB DR	76135	817-238-7638	TURBO RESTAURANTS, LLC
TX	ROWLETT	7867	2625 LAKEVIEW PKWY	75088	972-412-3982	TURBO RESTAURANTS, LLC
TX	FORT WORTH	7868	9441 CLIFFORD ST.	76108	817-367-1900	TURBO RESTAURANTS, LLC
TX	DECATUR	7869	851 US 81	76234	940-626-4938	TURBO RESTAURANTS, LLC
TX	CONROE	7884	16630 I-45 SOUTH	77384	936-271-1077	TURBO RESTAURANTS, LLC
TX	HOUSTON	7885	10107 CYPRESSWOOD DR	77070	281-970-8885	TURBO RESTAURANTS, LLC
TX	HOUSTON	7887	4845 FM 1960 WEST	77069	281-444-1388	TURBO RESTAURANTS, LLC
TX	SUGAR LAND	7888	1535 STATE HWY 6	77478	281-265-3880	TURBO RESTAURANTS, LLC
TX	TERRELL	7897	93 HWY 205	75160	972-563-4200	TURBO RESTAURANTS, LLC
TX	HALTOM CITY	7898	5370 N BEACH ST	76137	817-581-6844	TURBO RESTAURANTS, LLC
TX	SAN ANTONIO	7983	9257 NORTH LOOP 1604 WEST	78023	210-595-6835	PAL OPERATING COMPANY, LLC
TX	TOMBALL	8033	14452 FM 2920	77377	281-255-2943	TURBO RESTAURANTS, LLC
TX	FORT WORTH	8038	601 ALTA MERE DR	76116	817-731-6096	TURBO RESTAURANTS, LLC
TX	WYLIE	8039	1706 FM 544	75098	972-442-5190	TURBO RESTAURANTS, LLC
TX	CYPRESS	8049	25957 NORTHWEST FREEWAY	77429	281-758-3101	TURBO RESTAURANTS, LLC
TX	SAGINAW	8058	1033 N. SAGINAW BLVD.	76179	817-306-0247	TURBO RESTAURANTS, LLC

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State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
TX	SAN ANTONIO	8266	11043 WEST FM 471	78253	210-688-0919	CHI SOUTHWEST, LLC
TX	HUNTSVILLE	8277	1504 11TH ST.	77340	936-294-0393	TURBO RESTAURANTS, LLC
TX	BUDA	8280	270 OLD SAN ANTONIO RD.	78610	512-295-3276	CHI SOUTHWEST, LLC
TX	CLEVELAND	8282	107 FM 2025	77328	281-593-0840	CAROLINECO, LP
TX	SAN ANTONIO	8289	2223 EVANS RD.	78259	210-281-5286	PAL OPERATING COMPANY, LLC
TX	WICHITA FALLS	8312	4601 KEMP BLVD.	76308	940-696-3100	WICHITA FALLS ROAST BEEF, LLC
TX	MT. PLEASANT	8345	1300 S. JEFFERSON	75455	903-717-8912	TURBO RESTAURANTS, LLC
TX	NORMANGEE	8356	23456 SAN ANTONIO RD.	77871	903-344-1111	CENTERVILLE PETROLEUM, LLC
TX	SEGUIN	8378	3158 IH 10 WEST	78155	830-372-2087	CAROLINECO, LP
TX	AZLE	8382	201 N. STEWART ST.	76020	817-444-9100	GASTON GREAT ONE CORP.
TX	SPRING	8385	2113 RILEY FUZZEL ROAD	77386	281-528-0099	PritDhara Investment Inc.
TX	FT. HOOD	8401	49020 80TH & SANTA FE	76544	254-532-0052	ARMY & AIR FORCE EXCHANGE SERVICE
TX	FORT BLISS	8408	11254 LUKE STREET	79906	915-566-0290	ARMY & AIR FORCE EXCHANGE SERVICE
TX	LACKLAND AFB	8411	2180 REESE STREET	78236	210-674-6465	ARMY & AIR FORCE EXCHANGE SERVICE
TX	SWEETWATER	8416	9418 NORTH I-20	79556	325-235-1450	CAROLINECO, LP
TX	CHILDRESS	8448	2301 AVENUE F NW	79201	940-937-8769	PILOT TRAVEL CENTERS LLC
TX	BEASLEY	8468	525 1ST STREET	77417	979-387-2620	PILOT TRAVEL CENTERS LLC
TX	VAN	8493	1188 S. OAK STREET	75790	903-963-1122	CAROLINECO, LP
TX	FORT SAM HOUSTON	8497	2500 Funston Road	78234	210-225-4694	ARMY & AIR FORCE EXCHANGE SERVICE
TX	SAN ANTONIO	8514	13601 NACOGDOCHES RD.	78217	210-655-1503	CHI SOUTHWEST, LLC
TX	LITTLE ELM	8527	2731 LITTLE ELM PKWY, STE. 300	75068	469-850-1880	TURBO RESTAURANTS, LLC
TX	ABILENE	8535	4427 SOUTH 1ST STREET	79605	325-695-1710	HOL-MC, INC.
TX	BELTON	8568	110 NORTH HEAD ST.	76513	254-831-9200	TURBO RESTAURANTS, LLC
TX	RED OAK	8569	125 EAST OVILLA RD.	75154	469-820-0400	TURBO RESTAURANTS, LLC
TX	BRIDGEPORT	8574	2300 US HIGHWAY 380	76426	940-683-3325	CAROLINECO, LP
TX	BEAUMONT	8581	7495 SMITH RD	77705	409-840-9602	CAROLINECO, LP
TX	ARLINGTON	8588	8150 MATLOCK ROAD	76002	682-226-6170	TURBO RESTAURANTS, LLC
TX	HARLINGEN	8605	1325 SOUTH ED CAREY DR.	78550	956-365-2975	TURBO RESTAURANTS, LLC
TX	MCKINNEY	8608	211 N CUSTER RD	75071	469-714-3100	TURBO RESTAURANTS, LLC
TX	PEARLAND	8609	1321 BROADWAY ST.	77581	281-668-7771	TURBO RESTAURANTS, LLC
TX	HOUSTON	8610	3055 SOUTH LOOP WEST	77054	346-237-9520	TURBO RESTAURANTS, LLC
TX	FORT WORTH	8611	1772 EASTCHASE PARKWAY	76120	682-350-8700	TURBO RESTAURANTS, LLC
TX	CORINTH	8612	8111 SOUTH I-35 EAST	76210	940-531-5300	TURBO RESTAURANTS, LLC
TX	FT. WORTH	8613	2433 WESTPORT PKWY	76177	817-953-6900	TURBO RESTAURANTS, LLC
TX	GARLAND	8623	4950 NORTH GARLAND AVENUE	75234	972-379-9810	TURBO RESTAURANTS, LLC
TX	SAN ANTONIO	8625	9222 POTRANCO RD.	78251	210-362-1590	CHI SOUTHWEST, LLC
TX	RICHMOND	8642	9111 FM 723 ROAD	77046	832-757-1080	TURBO RESTAURANTS, LLC

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TX	SAN ANTONIO	8644	2246 SOUTHEAST MILITARY DR.	78223	210-969-4017	PAL OPERATING COMPANY, LLC
TX	AUSTIN	8645	13201 RANCH ROAD, 620 NORTH	78717	512-518-5680	TURBO RESTAURANTS, LLC
TX	ROYSE CITY	8655	648 I-30 FRONTAGE ROAD	75189	469-981-0110	TURBO RESTAURANTS, LLC
TX	LUFKIN	8666	5614 Hwy 59 N	75904	936-632-3537	CARLINECO, LP
TX	PEARLAND	8674	11233 SHADOW CREEK PKWY	77584	281-560-4660	TURBO RESTAURANTS, LLC
TX	PFLUGERVILLE	8675	1313 FM 685	78660	737-204-7844	TURBO RESTAURANTS, LLC
TX	Georgetown	8689	1108 Rivery Blvd.	78628	512-843-7392	TURBO RESTAURANTS, LLC
TX	Killeen	8698	3401 W Stan Schlueter Loop	76549	254-312-2233	TURBO RESTAURANTS, LLC
TX	DONNA	8700	545 West Hutto Road	78537	956-464-1151	CARLINECO, LP
TX	Kyle	8701	20417 North I-35 Frontage Rd	78640	512-504-3464	BIG STAR HOSPITALITY, LLC
TX	San Marcos	8710	2219 SOUTH I-35 N	78666	512-667-7900	BIG STAR HOSPITALITY, LLC
TX	Round Rock	8711	1951 South A.W. Grimes Blvd.	78664	737-237-0880	TURBO RESTAURANTS, LLC
TX	San Antonio	8712	4138 S. New Braunfels Ave	78223	210-314-6390	PAL OPERATING COMPANY, LLC
TX	McAllen	8713	900 South Jackson Road	78503	956-467-1763	TURBO RESTAURANTS, LLC
TX	Bastrop	8714	711 Hwy 71 West	78602	737-881-8009	BIG STAR HOSPITALITY, LLC
TX	San Antonio	8715	2639 NE LOOP 410	78217	210-368-9561	BIG STAR HOSPITALITY, LLC
TX	San Antonio	8716	6588 FM 78	78244	210-248-9407	BIG STAR HOSPITALITY, LLC
TX	Temple	8721	6490 West Adams Avenue	76502	254-780-0770	TURBO RESTAURANTS, LLC
TX	New Braunfels	8723	1395 S Interstate 35	78130	830-214-6697	BIG STAR HOSPITALITY, LLC
TX	Dallas	8725	5350 Harry Hines Blvd.	75235	469-862-9090	TURBO RESTAURANTS, LLC
TX	Lubbock	8730	6910 82nd St	79424	806-993-2729	MIRACLE RESTAURANT GROUP, LLC
TX	Waxahachie	8731	1680 Dallas Highway	75165	469-570-6860	TURBO RESTAURANTS, LLC
TX	Carrollton	8737	2670 Midway Road	75006	469-491-1330	TURBO RESTAURANTS, LLC
TX	El Paso	8745	6315 North Mesa	79912	915-581-3612	CHI SOUTHWEST, LLC
TX	Live Oak	8769	12802 N. I-35	78233	210-314-1330	BIG STAR HOSPITALITY, LLC
TX	San Antonio	8770	2002 SW Military Drive	78224	210-334-0065	BIG STAR HOSPITALITY, LLC
TX	Spring	8778	21310 Kuykendahl Road	77379	346-220-4747	TURBO RESTAURANTS, LLC
TX	Port Arthur	8784	3400 FM 365	77642	409-344-9092	ASPIRE 2B HOSPITALITY - RBS, LLC
TX	Amarillo	8834	5802 South Coulter Street	79119	806-398-1050	MIRACLE RESTAURANT GROUP, LLC
TX	El Paso	8837	1385 George Dieter Drive	79936	915-529-2626	ALTHEMA RESTAURANT GROUP, LLC
TX	Dallas	8843	5240 Spring Valley Rd	75254	972-934-1784	TURBO RESTAURANTS, LLC
TX	Lumberton	8867	190 South Main Street	77657	409-227-4718	ASPIRE 2B HOSPITALITY - RBS, LLC
TX	Kerrville	8882	236 Junction Highway	78028	830-496 3449	BIG STAR HOSPITALITY, LLC
TX	Mineral Wells	8889	103 Garrett Morris Pkwy	76067	940-842-7001	TURBO RESTAURANTS, LLC
TX	Lubbock	8890	5204 Slide Rd.	79414	806-993-5116	MIRACLE RESTAURANT GROUP, LLC
TX	Plainview	8895	3614 Olton Road	79072	806-880-1800	TURBO RESTAURANTS, LLC
TX	Sulphur Springs	8898	1324 S Broadway St	75482	903-534-6236	TURBO RESTAURANTS, LLC
TX	Austin	8954	1150 Airport Blvd	78702	832-288-7987	TURBO RESTAURANTS, LLC
TX	PLANO	985	2012 W 15 ST	75075	972-423-6624	TURBO RESTAURANTS, LLC

**EXHIBIT A-1**  
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State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
TX	DENTON	986	901 WEST UNIVERSITY DRIVE	76201	940-383-1710	TURBO RESTAURANTS, LLC
UT	BOUNTIFUL	1663	2489 S MAIN ST	84010	801-292-9438	HOME RUN RESTAURANT GROUP, INC.
UT	ST. GEORGE	1874	717 S BLUFF ST	84770	435-628-4688	DC MANAGMENT UTAH, LLC.
UT	CEDAR CITY	1897	927 W 200 N	84720-2303	435-586-8344	DC MANAGMENT UTAH, LLC.
UT	BRIGHAM CITY	5014	774 SOUTH MAIN STREET	84302	435-723-5365	DC MANAGMENT UTAH, LLC.
UT	VERNAL	5078	1141 W HWY 40	84078	435-789-0292	D & K FOODS, INC.
UT	MIDVALE	5118	741 E FORT UNION BLVD	84047	801-255-8684	DC MANAGMENT UTAH, LLC.
UT	PROVO	5260	1474 S 40TH E	84601	801-377-7439	HOME RUN RESTAURANT GROUP, INC.
UT	OGDEN	5749	275 E. 12TH STREET	84404	801-393-6871	DC MANAGMENT UTAH, LLC.
UT	CENTERVILLE	5759	355 N 800 W	84014-1744	801-298-8473	DC MANAGMENT UTAH, LLC.
UT	RICHFIELD	6002	1425 N MAIN ST	84701	435-896-6411	HOME RUN RESTAURANT GROUP, INC.
UT	SANDY	6107	10273 S 1300 E	84091	801-572-1577	DC MANAGMENT UTAH, LLC.
UT	PARK CITY	6262	6500 LANDMARK DR	84098-4500	435-649-9020	PHILROSE ENTERPRISES, LLC
UT	LAYTON	6521	987 N FAIRFIELD	84040	801-593-0244	DC MANAGMENT UTAH, LLC.
UT	ST. GEORGE	6552	1694 RED CLIFFS DR	84770	435-656-1625	DC MANAGMENT UTAH, LLC.
UT	RIVERTON	6700	1731 W 12600 S	84065	801-446-9300	D & K FOODS, INC.
UT	ROOSEVELT	6777	166 N 200 E	84066	435-722-1313	CRUMBO'S, INC.
UT	FARMINGTON	6789	375 LAGOON DR	84025-2554	801-451-7238	HOME RUN RESTAURANT GROUP, INC.
UT	NEPHI	6817	815 E 100 N	84648	435-623-2601	CHILLY'S
UT	FARR WEST	7045	1814 W 2700 N	84404-1268	801-737-9194	DC MANAGMENT UTAH, LLC.
UT	GREEN RIVER	7214	1810 Main Street	84525	435-564-3604	CAROLINECO, LP
UT	FARMINGTON	7216	375 N LAGOON DRIVE	84025	801-451-7238	HOME RUN RESTAURANT GROUP, INC.
UT	ELWOOD	7359	5175 W 9600 N	84337	435-257-0511	DC MANAGMENT UTAH, LLC.
UT	PAYSON	7462	788 S 1270 W	84651-2626	801-658-5199	BILLINGS DISTRIBUTION, INC.
UT	KAYSVILLE	7688	225 N 400 W	84037-1800	801-593-6059	DC MANAGMENT UTAH, LLC.
UT	SALT LAKE CITY	7952	25 N. REDWOOD RD	84116	801-239-1690	CAROLINECO, LP
UT	RIVERTON	8242	3643 W. 13400 SOUTH	84065	801-302-1480	DC MANAGMENT UTAH, LLC.
UT	LOGAN	8283	1153 SOUTH 100 W.	84321	435-213-3593	W&G FOOD SERVICES, LLC
UT	SYRACUSE	8299	1766 SOUTH 2000 WEST	84075	801-648-7231	S&T FOODS, LLC
UT	CLINTON	8339	1896 NORTH 2000 WEST	84015	801-773-7337	FRED FOODS, LLC
UT	SPRINGVILLE	8409	1881 WEST 500 SOUTH	84663	801-491-0453	HOME RUN RESTAURANT GROUP, INC.
UT	HURRICANE	8421	1022 W. STATE STREET	84737	435-635-9997	DC MANAGMENT UTAH, LLC.
UT	HILL AFB	8425	5845 E AVE. BLDG. 412	84056	801-825-8584	ARMY & AIR FORCE EXCHANGE SERVICE
UT	SALINA	8458	1895 SOUTH STATE STREET	84654	435-287-0464	CAROLINECO, LP
UT	MIDVALE	8541	7121 BRIGHAM JUNCTION BLVD.	84047	801-566-3055	DC MANAGMENT UTAH, LLC.
UT	SOUTH JORDAN	8560	5414 WEST DAYBREAK PKWY	84009	801-445-0045	DC MANAGMENT UTAH, LLC.
UT	SARATOGA SPRINGS	8678	46 West Pioneer Crossing	84045	801-766-1541	HOME RUN RESTAURANT GROUP, INC.
UT	Lake Point	8736	8580 COMMERCE DR	84074	435-268-7044	HOME RUN RESTAURANT GROUP, INC.



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State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
UT	Smithfield	8773	950 South Main St	84335	435-932-2168	HOME RUN RESTAURANT GROUP, INC.
UT	North Ogden	8779	2560 North 400 East	84414	385-492-3323	DC MANAGMENT UTAH, LLC.
UT	Roy	8824	4180 Midland Drive	84067		HOME RUN RESTAURANT GROUP, INC.
UT	St. George	8844	787 North Dixie Drive	84770	435-688-2779	DC MANAGMENT UTAH, LLC.
VA	RICHMOND	123	5900 W BROAD ST	23230	804-285-8154	THE RESTAURANT COMPANY
VA	RICHMOND	1441	10901 MIDLOTHIAN TPK	23235	804-794-9759	THE RESTAURANT COMPANY
VA	FREDERICKSBURG	1519	164 WARRENTON RD	22405	540-373-1550	DAN W. WALLACE
VA	Bristol	1563	2665 Lee Hwy	24201-1625	276-466-2072	AES TRI-STATE INC.
VA	RICHMOND	1576	8201 JEFFERSON DAVIS HWY	23237	804-271-7249	THE RESTAURANT COMPANY
VA	MECHANICSVILLE	1585	7110 MECHANICSVILLE TPKE	23111	804-730-2345	THE RESTAURANT COMPANY
VA	RICHMOND	1841	9080 W BROAD ST	23294-5804	804-346-1031	THE RESTAURANT COMPANY
VA	HAMPTON	185	3200 W MERCURY BLVD	23666	757-826-6466	ROA ENTERPRISES, INC.
VA	RICHMOND	497	5205 BROOK RD	23227	804-266-6579	THE RESTAURANT COMPANY
VA	RICHMOND	5179	8900 QUIOCCASIN RD	23229	804-741-5702	THE RESTAURANT COMPANY
VA	FRONT ROYAL	5195	1204 N ROYAL AVE	22630	540-635-6468	A & E FOOD SERVICE, INC.
VA	RICHMOND	5215	11298 PATTERSON AVENUE	23233	804-740-9480	THE RESTAURANT COMPANY
VA	ALEXANDRIA	522	4817 BEAUREGARD ST	22312	703-354-4988	KBP INSPIRED, LLC
VA	SANDSTON	5370	5220 W WILLIAMSBURG RD	23150	804-222-7438	THE RESTAURANT COMPANY
VA	ABINGDON	5680	470 CUMMINGS ST	24210	276-676-3644	AES TRI-STATE INC.
VA	CULPEPER	5702	709 JAMES MADISON HWY	22701	540-321-4741	CULPEPER FOOD SERVICE LLC.
VA	STAUNTON	5756	910-912 GREENVILLE AVE	24402	540-712-7820	STAUNTON FOOD SERVICE LLC.
VA	PETERSBURG	5774	3300 S CRATER RD	23805	804-732-2265	THE RESTAURANT COMPANY
VA	RICHMOND	585	7310 HULL STREET RD	23224	804-745-9531	THE RESTAURANT COMPANY
VA	WINCHESTER	5905	1010 BERRYVILLE AVE	22601	540-665-2925	JA & KE ENTERPRISES, INC.
VA	MIDLOTHIAN	5966	13220 MIDLOTHIAN TURNPIKE	23113	804-378-7554	THE RESTAURANT COMPANY
VA	STAFFORD	6172	418 GARRISONVILLE RD S-118	22554	540-659-8851	DAN W. WALLACE
VA	EMPORIA	6378	109 MARKET DR	23847	434-634-8693	ROA ENTERPRISES, INC.
VA	WISE	6387	164 PLAZA RD	24293	276-679-3527	EPLING FOOD GROUP, LLC
VA	MARION	6427	947 N MAIN ST	24354	276-782-9573	PIECO MANAGEMENT, INC.
VA	COLONIAL HEIGHTS	6611	107 TEMPLE LAKE DR	23834	804-520-5280	THE RESTAURANT COMPANY
VA	COVINGTON	6694	1410 DURANT ST	24426	540-962-4811	TURNOUTZ, LLC
VA	ROCKY MOUNT	6853	1800 N MAIN ST	24151	540-489-1658	STOP IN FOOD STORES, INC.
VA	CREWE	6982	705 E VIRGINIA AVE	23930	434-645-2171	CREWE EXPRESS LLC
VA	WOODSTOCK	7056	320 W RESERVOIR RD	22664	540-459-5915	KBP INSPIRED, LLC
VA	RICHMOND	7091	4250 POUNCEY TRACT	23060	804-360-8022	THE RESTAURANT COMPANY
VA	FRANKLIN	7093	1504 ARMORY DR	23851	757-516-2894	ROA ENTERPRISES, INC.
VA	STAUNTON	7105	3541 LEE JACKSON HWY	24401	540-324-0717	PILOT TRAVEL CENTERS LLC
VA	MANASSAS	7109	10831 PROMENADE LANE	20109	703-330-1553	ACW NEW JERSEY, INC.
VA	CHANTILLY	7191	4400 CHANTILLY PL	20151	703-961-1770	ACW CORPORATION
VA	WYTHEVILLE	7201	1318 E LEE HWY	24382	276-228-2518	PILOT TRAVEL CENTERS LLC
VA	FALLS CHURCH	7221	8127 LEE HWY	22042	703-876-9131	ACW NEW JERSEY, INC.
VA	SOUTH HILL	7293	1149 E ATLANTIC ST	23970	434-955-2300	MOSAIC RBNC LLC
VA	WINCHESTER	7413	140 FOXRIDGE LN	22603-4201	540-667-9121	ALLEN FOOD SERVICE, LLC

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State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
VA	TOMS BROOK	7426	1015 MOUNT OLIVE RD	22660-2501	540-436-8048	CAROLINECO, LP
VA	MANASSAS	7461	9874 LIBERIA AVE	20110-5836	703-330-6183	ACW NEW JERSEY, INC.
VA	STEPHENS CITY	7558	191 FAIRFAX PIKE	22655-2975	540-869-5742	KV ENTERPRISES, INC.
VA	WINCHESTER	7578	331 HOPE DR	22601-6800	540-662-6500	VALLEY FOOD SERVICE, LLC
VA	KING GEORGE	7598	5426 JAMES MADISON PKWY	22485-5329	540-644-0060	WALLACE PROPERTIES VI, LLC
VA	RICHMOND	760	7411 MIDLOTHIAN TPKE	23225	804-276-8020	THE RESTAURANT COMPANY
VA	FREDERICKSBURG	7615	2315 SALEM CHURCH RD	22407-6026	540-785-3456	WALLACE PROPERTIES IV LLC
VA	STRASBURG	7642	33771 OLD VALLEY PIKE	22657-3710	540-465-5050	STRASBURG FOOD SERVICE, LLC
VA	BRISTOW	7643	12891 BRAEMAR VILLAGE PLZ	20136-5502	703-257-9563	ACW CORPORATION
VA	LEESBURG	7732	605 POTOMAC STATION DRIVE, NE	20176	703-779-8124	KBP INSPIRED, LLC
VA	GALAX	7778	1120 EAST STUART DRIVE	24333	276-238-3078	MOSAIC RBNC LLC
VA	DULLES	7864	23511 OVERLAND DR	20166-2193	703-661-8710	KBP INSPIRED, LLC
VA	FREDERICKSBURG	7909	9865 JEFFERSON DAVIS HWY	22408	540-834-4222	WALLACE PROPERTIES V, LLC
VA	WOODBIDGE	7911	13515 MINNIEVILLE RD	22192	703-897-0292	ACW NEW JERSEY, INC.
VA	DANVILLE	7937	110 RIVER POINT DR	24541	434-792-7893	PILOT TRAVEL CENTERS LLC
VA	MIDLOTHIAN	7959	6541 BAYSIDE LN	23112	804-608-3993	THE RESTAURANT COMPANY
VA	GLEN ALLEN	8237	10267 WASHINGTON HIGHWAY	23059	804-412-0500	THE RESTAURANT COMPANY
VA	RUTHER GLEN	8292	23720 ROGERS CLARK BLVD.	22546	804-448-8002	A STAR PROPERTIES
VA	YORKTOWN	8343	8000 GEORGE WASHINGTON MEMORIAL HWY	23692	757-833-6434	SETTP, LLC.
VA	ZION CROSSROADS	8395	75 MARKET STREET	22942	540-832-3304	A STAR PROPERTIES
VA	FT. BELVOIR	8397	6095 GORGAS RD., BLVD. 2304	22060	703-806-5672	ARMY & AIR FORCE EXCHANGE SERVICE
VA	FT. EUSTIS	8399	1386 WASHINGTON BLVD.	23604	757-887-2748	ARMY & AIR FORCE EXCHANGE SERVICE
VA	LANGLEY AFB	8419	61 SPAATZ DR	23665	757-766-1298	ARMY & AIR FORCE EXCHANGE SERVICE
VA	WILLIAMSBURG	8459	1993 RICHMOND RD.	23185	757-345-5965	ROA ENTERPRISES, INC.
VA	FT. LEE	8543	300 A. AVENUE, BLDG. 1605	23801	804-862-4642	ARMY & AIR FORCE EXCHANGE SERVICE
VA	DISPUTANTA	8577	7200 COUNTY DRIVE	23842	804-722-0251	CAROLINECO, LP
VA	PROVIDENCE FORGE	8580	6870 JIMMY BURRELL LN.	23140	804-966-8152	CAROLINECO, LP
VA	BASTIAN	8667	6168 NORTH SCENIC HIGHWAY	24314	276-688-1478	CAROLINECO, LP
VA	Warrenton	8863	360 Broadview Avenue	20186	540-359-6473	Warrenton Food Service, LLC
WA	KENNEWICK	1503	3506 W CLEARWATER AVE	99336-2729	509-783-1149	RB IDAHO, LLC
WA	BREMERTON	1505	3901 WHEATON WAY	98310-3537	360-478-0589	MARLU SEA-TAC II, LLC
WA	WALLA WALLA	1580	1815 E ISAACS AVE	99362-2209	509-529-0268	LARRY KING ENTERPRISES, INC.
WA	OLYMPIA	1866	2528 HARRISON AVE NW	98502	360-943-0150	MARLU SEA-TAC II, LLC
WA	MOSES LAKE	1912	710 N STRATFORD RD	98837-1569	509-765-0309	RB IDAHO, LLC
WA	ELLENSBURG	1926	1404 SOUTH CANYON ROAD	98926-9101	509-505-6742	RB IDAHO, LLC
WA	CENTRALIA	1942	1206 BELMONT AVE	98531-1803	360-330-0182	MARLU SEA-TAC II, LLC

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State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
WA	MOUNT VERNON	1970	1822 FREEWAY DR	98273-5437	360-428-0223	MARLU SEA-TAC II, LLC
WA	SPOKANE	233	10407 E SPRAGUE AVE	99206	509-924-3811	NORTHWEST ROAST BEEF, INC.
WA	LYNNWOOD	275	4910 196TH ST SW	98036	425-774-0622	SA FOOD SERVICE, LLC
WA	TACOMA	413	9824 GRAVELLY LAKE DR SW	98499-1704	253-582-0433	SA FOOD SERVICE, LLC
WA	SPOKANE	442	328 THIRD AVE W	99204	509-747-6939	NORTHWEST WELLS, LTD.
WA	TACOMA	490	2612 S 38 ST	98409	253-475-1123	SA FOOD SERVICE, LLC
WA	BURIEN	502	15822 FIRST AVE S	98148	206-246-4632	SA FOOD SERVICE, LLC
WA	OAK HARBOR	5052	32825 STATE RD 20	98277-2672	360-675-2245	MARLU SEA-TAC II, LLC
WA	PULLMAN	5409	1686 S GRAND AVE	99163	509-334-2729	WAYNE C. BERGEY AND PAMELA R. BERGEY
WA	OMAK	5665	801 E. RIVERSIDE DR	98841	509-826-2507	ATCHLEY, INC.
WA	LACEY	5801	532 SLEATER-KINNEY RD	98503	360-493-0580	MARLU SEA-TAC II, LLC
WA	YAKIMA	5998	4002 SUMMITVIEW AVENUE	98908	509-966-7606	RB IDAHO, LLC
WA	SPOKANE	603	6316 N DIVISION ST	99208-3434	509-489-6300	C.D.E., INC.
WA	FIFE	6096	5002 PACIFIC HWY E	98424-2608	253-922-2028	MARLU SEA-TAC II, LLC
WA	TACOMA	6097	15021 PACIFIC AVE S	98444	253-531-3395	MARLU SEA-TAC II, LLC
WA	AUBURN	6098	140 15TH ST NE	98002-1606	253-931-1287	MARLU SEA-TAC II, LLC
WA	SILVERDALE	6099	9985 SILVERDALE WAY NW	98383	360-692-6326	MARLU SEA-TAC II, LLC
WA	WENATCHEE	6167	135 EASY ST	98801-5995	509-662-8210	SA FOOD SERVICE, LLC
WA	KENT	6242	17037 SE 272ND STREET	98042-4948	253-630-9242	MARLU SEA-TAC II, LLC
WA	CLARKSTON	6263	517 2ND ST	99403	509-751-9601	HAPPY DAY CORPORATION
WA	EVERETT	6291	1007 SE EVERETT MALL WAY	98208-2833	425-347-8676	MARLU SEA-TAC II, LLC
WA	VANCOUVER	6299	7117 NE FOURTH PLAIN BLVD	98661-7322	360-896-5154	MARLU SEA-TAC II, LLC
WA	EAST WENATCHEE	6302	179 VALLEY MALL PKWY	98802-5307	509-884-9700	SA FOOD SERVICE, LLC
WA	RICHLAND	6351	1051 GEORGE WASHINGTON WAY	99352-3515	509-943-3732	RB IDAHO, LLC
WA	LONGVIEW	6385	1156 WASHINGTON WAY	98632-4034	360-414-3234	MARLU SEA-TAC II, LLC
WA	REDMOND	6409	15115 NE 24TH ST	98052	425-957-1765	SA FOOD SERVICE, LLC
WA	PUYALLUP	6664	12528 MERIDIAN E	98373-3414	253-840-2460	MARLU SEA-TAC II, LLC
WA	NORTH BEND	6696	705 SW MOUNT SI BLVD	98045-8990	425-888-1933	MARLU SEA-TAC II, LLC
WA	MOSES LAKE	6732	2441 S MAIERS RD	98837-9781	509-764-5596	RB IDAHO, LLC
WA	MEAD	6746	14414 N NEWPORT HWY	99021	509-465-4699	ATCHLEY, INC.
WA	KENNEWICK	6760	1310 N COLUMBIA CENTER BLVD.	99336	509-820-3082	RB IDAHO, LLC
WA	VANCOUVER	6886	221 NE 104 AVENUE	98664	360-253-3556	MARLU PORTLAND II, LLC
WA	BELLINGHAM	6945	4390 MERIDIAN ST	98226	360-647-2484	SA FOOD SERVICE, LLC
WA	BOTHELL	7016	1027 228TH ST SE	98021-7408	425-415-1277	MARLU SEA-TAC II, LLC
WA	SPOKANE	7159	15327 E INDIANA AVE	99216-1833	509-927-9785	VALLEY ROAST BEEF, INC.
WA	PASCO	7646	5115 ROAD 68	99301	509-792-1190	RB IDAHO, LLC
WA	EDMONDS	769	8425 244TH ST SW	98020	425-775-3737	SA FOOD SERVICE, LLC
WA	FEDERAL WAY	7842	34404 16TH AVENUE, SOUTH	98003	253-661-8209	MARLU SEA-TAC II, LLC
WA	SNOHOMISH	8311	2603 BICKFORD AVE	98290	360-568-2729	SA FOOD SERVICE, LLC
WA	MEDICAL LAKE	8393	14202 W. STATE RD. 2	99022	509-244-7045	SPOKANE TRIBE OF INDIANS

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WA	Joint Base Lewis McChord	8402	Building 52820 Division Drive	98433	253-964-4430	ARMY & AIR FORCE EXCHANGE SERVICE
WA	McChord AFB	8432	504 BARNES BLVD	98438	253-581-5145	ARMY & AIR FORCE EXCHANGE SERVICE
WA	FT. LEWIS	8489	12670 32ND DIV DR.	98433	253-964-6805	ARMY & AIR FORCE EXCHANGE SERVICE
WA	KENT	8539	6610 SOUTH 211TH ST.	98032	206-957-0036	SA FOOD SERVICE, LLC
WA	MARYSVILLE	8589	3760 116TH STREET	98270	360-548-3339	SA FOOD SERVICE, LLC
WA	ABERDEEN	8619	212 EAST HERON ST.	98520	360-637-9426	SA FOOD SERVICE, LLC
WA	JBLM	8635	3746 RAILROAD AVENUE	98433	253-964-6137	ARMY & AIR FORCE EXCHANGE SERVICE
WA	NAPAVINE	8651	1251 RUSH RD.	98532	360-996-4306	SA FOOD SERVICE, LLC
WA	SPANAWAY	8656	20517 Mountain Hwy East	98387	253-271-7090	SA FOOD SERVICE, LLC
WA	ARLINGTON	8693	2430 State Route 530 NE	98223	360-654-8342	PILOT TRAVEL CENTERS LLC
WA	Port Orchard	8732	1690 Mile Hill Drive	98366	360-876-0212	MARLU SEA-TAC II, LLC
WA	ROCHESTER	8740	19615 ELDERBERRY STREET, SUITE B	98579	360-858-7263	NORTHWEST BEEF, LLC
WA	Ellensburg	8771	1307 North Dolarway Rd	98926	509-925-1777	PILOT TRAVEL CENTERS LLC
WI	GREEN BAY	1014	2456 S ONEIDA ST	54304-5243	920-498-8182	DRM, INC.
WI	WEST ALLIS	108	10743 W NATIONAL AVE	53227	414-321-9660	AES MIDWEST, LLC
WI	WAUKESHA	1150	2330 EAST MORELAND BLVD.	53186-2908	262-784-8486	AES MIDWEST, LLC
WI	JANESVILLE	1222	2101 MORSE STREET	53545	608-563-2477	DRM, INC.
WI	BELOIT	1298	1817 RIVERSIDE DR	53511	608-365-4344	DRM, INC.
WI	MARSHFIELD	1910	1501 N CENTRAL AVE	54449	715-387-3004	DRM, INC.
WI	EAU CLAIRE	1958	2821 HENDRICKSON DR	54701-6135	715-838-7001	DRM, INC.
WI	GREEN BAY	423	1593 WEST MASON STREET	54303	920-499-3451	DRM, INC.
WI	CUDAHY	498	5965 S PACKARD AVE	53110-3025	414-294-0698	AES MIDWEST, LLC
WI	APPLETON	5020	3801 W WISCONSIN AVE	54914-5739	920-730-8267	DRM, INC.
WI	EAU CLAIRE	5173	1019 S. HASTINGS WAY	54701	715-838-7004	DRM, INC.
WI	SCHOFIELD	5279	927 GRAND AVE	54476-1121	715-355-5578	JLO ENTERPRISES, LLC
WI	PORT WASHINGTON	5447	100 THOMAS DRIVE	53074	262-284-5206	AES MIDWEST, LLC
WI	GREENFIELD	5561	4841 S 27 ST	53221	414-282-2364	AES MIDWEST, LLC
WI	GERMANTOWN	5562	N96W17650 COUNTY LINE RD	53022-4628	262-255-7442	AES MIDWEST, LLC
WI	STEVENS POINT	6070	3115 CHURCH STREET	54481	715-345-7888	OSTROWSKI ENTERPRISES, LLC
WI	CHIPPEWA FALLS	6137	307 PRAIRIE VIEW RD	54720	715-726-8888	DRM, INC.
WI	FRANKSVILLE	6251	13712 NORTHWESTERN AVE	53126	262-835-2417	PILOT TRAVEL CENTERS LLC
WI	OSHKOSH	6329	2040 S KOELLER ST	54901	920-235-1808	DRM, INC.
WI	GREEN BAY	6594	4720 MILLTOWN RD	54313	920-865-4350	DRM, INC.
WI	GREENFIELD	6601	4280 S 76TH ST	53220-2805	414-327-3055	AES MIDWEST, LLC
WI	NEW FRANKEN	6627	3987 ALGOMA RD	54229-9510	920-866-1882	DRM, INC.
WI	MADISON	6738	4 COLLINS CT	53716	608-222-2400	DRM, INC.
WI	JOHNSON CREEK	6804	650 WEST LINMAR LN	53038	920-699-5050	DRM, INC.
WI	GREEN BAY	6888	3285 CEDAR HEDGE LN	54311-9628	920-863-2299	DRM, INC.
WI	DE FOREST	6889	4884 COUNTRY TRUNK HWY V	53532	608-846-1006	DRM, INC.
WI	STEVENS POINT	6984	5700 US HIGHWAY 10 E	54481-8550	715-342-0950	OSTROWSKI ENTERPRISES, LLC

**EXHIBIT A-1**  
**List of Franchisees as of January 2, 2022**

State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
WI	KAUKAUNA	7153	1350 DELANGLADE STREET	54130-4129	920-759-1398	DRM, INC.
WI	DE PERE	7164	1620 LAWRENCE DRIVE	54115	920-330-9145	DRM, INC.
WI	APPLETON	7230	3709 E CALUMET ST	54915	920-735-6513	DRM, INC.
WI	STURTEVANT	7241	7141 DURAND AVE	53177-1968	262-598-0831	AES MIDWEST, LLC
WI	FOND DU LAC	7246	WEST 6606 HIGHWAY 23	54937-9773	920-906-5054	DRM, INC.
WI	KENOSHA	7303	7411 122ND AVE	53142	262-857-9947	AES MIDWEST, LLC
WI	ABRAMS	7308	2516 W FRONTIER RD	54101	920-826-6371	DRM, INC.
WI	SHAWANO	7312	N4543 STATE HWY 22	54166	715-526-8072	DRM, INC.
WI	OAK CREEK	7336	1920 W RYAN RD	53154	414-304-7251	AES MIDWEST, LLC
WI	KOHLER	7390	4003 STATE HWY 28	53044	920-694-0051	AES MIDWEST, LLC
WI	RACINE	7467	3048 DOUGLAS AVE	53402-4102	262-639-8119	AES MIDWEST, LLC
WI	WEST MILWAUKEE	7508	1661 MILLER PARK WAY	53214-3605	414-384-8905	AES MIDWEST, LLC
WI	MANITOWOC	7561	4201 HARBOR TOWN LANE	54220	920-682-0461	DRM, INC.
WI	KENOSHA	7608	5800 75TH ST	53142-3604	262-697-1067	AES MIDWEST, LLC
WI	WEST BEND	7609	730 W PARADISE DR	53095-8537	262-334-4263	AES MIDWEST, LLC
WI	NEENAH	7638	1131 WESTOWNE DR	54956	920-727-0042	DRM, INC.
WI	COTTAGE GROVE	7686	1603 LANDMARK DRIVE	53527	608-839-9290	DRM, INC.
WI	WATERTOWN	7687	1910 MARKET WAY	53094-7427	920-261-9380	AES MIDWEST, LLC
WI	MIDDLETON	7757	8321 MURPHY DRIVE	53562	608-836-1199	DRM, INC.
WI	STURGEON BAY	7759	1331 GREEN BAY ROAD	54235	920-743-3207	DRM, INC.
WI	WESTON	7782	10002 ADVENTURE WAY	54476	715-241-7128	JLO ENTERPRISES, LLC
WI	WAUSAU	7787	2601 NORTH 20TH AVENUE	54401	715-675-1025	JLO ENTERPRISES, LLC
WI	MARINETTE	7906	3500 OLD PESHTIGO RD	54143	715-735-1782	DRM, INC.
WI	ROTHSCHILD	7923	1531 COUNTY TRUNK HWY	54474	715-298-2173	JLO ENTERPRISES, LLC
WI	WISCONSIN RAPIDS	7929	3110 SOUTH 8TH STREET	54494	715-421-0220	DRM, INC.
WI	WISCONSIN DELLS	7938	710 TROUT RD	53965	608-253-5840	DRM, INC.
WI	ANTIGO	7991	2120 NEVA RD	54409	715-623-2828	NORTHERN OSTROWSKI ENTERPRISES. LLC
WI	MINOCQUA	8233	8630 US HWY 51	54548	715-358-9744	NORTHERN OSTROWSKI ENTERPRISES. LLC
WI	BEAVER DAM	8239	111 FRANCES LN	53916	920-356-0855	DRM, INC.
WI	COLUMBUS	8250	2200 WEST JAMES ST	53925	920-623-9261	DRM, INC.
WI	TOMAH	8276	226 BUAN ST.	54660	608-372-3163	DRM, INC.
WI	ASHLAND	8305	824 LAKESHORE DR	54806	715-682-7300	NORTHERN OSTROWSKI ENTERPRISES. LLC
WI	MEDFORD	8364	726 EAST BROADWAY AVE.	54451	715-748-4031	DRM, INC.
WI	WAUKESHA	8365	1900 SILVERNAIL RD.	53188	262-446-9205	AES MIDWEST, LLC
WI	STOUGHTON	8415	900 NYGAARD STREET	53589	608-877-0777	DRM, INC.
WI	BELOIT	8433	2850 MILWAUKEE RD, STE 100	53511	608-312-2696	DRM, INC.
WI	MERRILL	8449	3350 EAST MAIN ST.	54452	715-722-0645	MWH MERRILL LLC
WI	PLOVER	8463	1825 PLOVER RD	54467	715-295-4076	DRM, INC.
WI	NEW BERLIN	8473	15705 W. BELOIT ROAD	53151	262-901-2699	AES MIDWEST, LLC
WI	SUN PRAIRIE	8487	829 BUNNY TRAIL	53590	608-825-3428	DRM, INC.
WI	ONALASKA	8509	3210 N. KINNEY COULEE RD.	54650	608-781-4966	DRM, INC.
WI	RHINELANDER	8524	2219 NORTHERN STEVENS ST.	54501	715-369-5401	NORTHERN OSTROWSKI ENTERPRISES. LLC
WI	GLENDALE	8537	5260 N. PORT WASHINGTON RD.	53217	414-249-3655	AES MIDWEST, LLC
WI	VERONA	8538	631 HOMETOWN CIRCLE	53593	608-497-1337	DRM, INC.
WI	GREEN BAY	8545	1911 MAIN STREET	54302	920-857-1527	DRM, INC.
WI	SPARTA	8551	918 SOUTH BLACK RIVER ST.	54656	608-269-1055	DRM, INC.

**EXHIBIT A-1**  
**List of Franchisees as of January 2, 2022**

State	City	Location	Address 1	ZIP/Postal Code	Main Phone	Entity
WI	APPLETON	8552	473 WEST CALUMET ST.	54915	920-903-8374	DRM, INC.
WI	BLACK RIVER FALLS	8563	607 STATE HWY 54	54615	715-284-1176	DRM, INC.
WI	FORT ATKINSON	8583	1660 MADISON AVE.	53538	920-542-1187	DRM, INC.
WI	DE PERE	8591	2645 MONROE RD.	54115	920-593-2318	DRM, INC.
WI	MUKWONAGO	8639	122 ARROWHEAD DRIVE	53149	262-264-6888	DRM, INC.
WI	Cottage Grove	8672	2763 County Road N	53527	608-286-3809	DRM, INC.
WI	Eau Claire	8750	3170 North Clairemont Avenue	54703	715-214-2458	DRM, INC.
WI	Whitewater	8788	1407 West Main Street	53190	262-264-6248	DRM, INC.
WI	Franklin	8797	7621 West Rawson Avenue	53132	414-367-2558	AES MIDWEST, LLC
WI	Westfield	8826	122 North Pioneer Park Road, Suite C	53964	608-296-7068	Southern Ostrowski Enterprises, LLC
WI	Portage	8827	2921 New Pinery Road	53901	608-745-0810	Southern Ostrowski Enterprises, LLC
WI	Reedsburg	8847	2000 E Main St	53959	608-415-5231	Southern Ostrowski Enterprises, LLC
WI	Baraboo	8905	325 West Pine Street	53913	608-581-8105	Southern Ostrowski Enterprises, LLC
WI	Grand Chute	8939	715 Evergreen Drive	54913	920-815-3334	DRM, INC.
WV	HUNTINGTON	6029	2125 5TH AVENUE	25701	304-522-4310	AES TRI-STATE INC.
WV	HURRICANE	6575	4220 STATE ROUTE 34	25526	304-757-0345	LITTLE GENERAL STORE, INC.
WV	MORGANTOWN	6577	331 PATTESON DR	26505	304-598-2729	REI MORGANTOWN, INC.
WV	SUMMERSVILLE	6662	308 MERCHANTS WALK	26651	304-872-7188	LITTLE GENERAL STORE, INC.
WV	LEWISBURG	6757	119 PIERCY DRIVE	24901	304-647-4498	ARMORE DEVELOPMENT COMPANY
WV	HUNTINGTON	6774	4905 US ROUTE 60 E	25705-1943	304-733-2020	AES TRI-STATE INC.
WV	NITRO	6786	4304 FIRST AVE	25143	304-755-6883	PILOT TRAVEL CENTERS LLC
WV	CROSS LANES	6833	10 NITRO PLAZA	25313	304-776-2776	RESTAURANT ENTERPRISES, INC.
WV	CHARLESTON	6885	105 RHL BLVD	25309	304-744-5488	RESTAURANT ENTERPRISES, INC.
WV	MARTINSBURG	6950	1010 FOXCROFT AVE	25401	304-263-8450	FOXCROFT FOOD SERVICE LLC.
WV	CLARKSBURG	6960	525 EMILY DR	26301	304-626-3865	RESTAURANT ENTERPRISES, INC.
WV	WEIRTON	7020	222 THREE SPRINGS DR	26062	304-723-0651	REI WEIRTON, INC.
WV	CHARLESTON	7278	5740 MacCORKLE AVE SE	25304	304-926-6793	AES TRI-STATE INC.
WV	WHITE HALL	7295	23 SOUTHLAND DR	26554	304-363-8518	REI FAIRMONT, INC.
WV	VIENNA	7301	1200 GRAND CENTRAL AVE	26105	304-295-6100	AES TRI-STATE INC.
WV	WHEELING	7314	2058 NATIONAL RD	26003	304-242-9307	REI ELM GROVE, INC.
WV	LOGAN	7361	113 NICK SAVAS DR	25601-3468	304-831-2017	REI LOGAN, INC.
WV	WESTOVER	7397	996 FAIRMONT RD	26501	304-225-2393	REI WESTOVER, INC.
WV	HUNTINGTON	7407	3086 16TH ST RD	25701	304-522-7008	AES TRI-STATE INC.
WV	MORGANTOWN	7460	1900 EARL L CORE RD	26505-5894	304-296-6825	REI SABRATON, INC.
WV	RIPLEY	7500	627 MAIN ST W	25271-1107	304-372-4554	AES TRI-STATE INC.
WV	NEW MARTINSVILLE	7523	281 N STATE ROUTE 2	26155-2203	304-447-2080	REI NEW MARTINSVILLE, INC.
WV	BUCKHANNON	7611	55 BUCKHANNON CROSSROADS	26201	304-473-0083	REI BUCKHANNON, INC.
WV	FAYETTEVILLE	7777	570 FAYETTE TOWN CENTER ROAD	25840	304-574-4644	ARMORE DEVELOPMENT COMPANY
WV	MARTINSBURG	7958	217 ADMINISTRATIVE DR	25401	304-264-4457	MARTINSBURG FOOD SERVICE, LLC
WV	PRINCETON	8249	1000 OAKVALE RD	24740	304-431-2844	LITTLE GENERAL STORE, INC.
WV	SUTTON	8256	2001 SUTTON LN	26601	304-750-2083	LITTLE GENERAL STORE, INC.
WV	HURRICANE	8264	25 ARBY'S WAY	25526	304-562-5884	AES TRI-STATE INC.
WV	PARKERSBURG	8317	2899 PIKE ST	26101	304-489-1919	AES TRI-STATE INC.
WV	WESTON	8373	595 US HIGHWAY 33 EAST	26452	304-997-8585	LITTLE GENERAL STORE, INC.
WV	PINEVILLE	8392	256 APPALACHIAN HWY	24874	304-732-9088	LITTLE GENERAL STORE, INC.

**EXHIBIT A-1**  
**List of Franchisees as of January 2, 2022**

<b>State</b>	<b>City</b>	<b>Location</b>	<b>Address 1</b>	<b>ZIP/Postal Code</b>	<b>Main Phone</b>	<b>Entity</b>
WV	BELLE	8417	2700 EAST DUPONT AVE.	25015	304-513-6918	LITTLE GENERAL STORE, INC.
WV	MACARTHUR	8431	2001 ROBERT C BYRD	25873	304-894-8163	LITTLE GENERAL STORE, INC.
WV	ONA	8512	2634 US ROUTE 60	25545	304-743-9065	LITTLE GENERAL STORE, INC.
WV	BEAVER	8513	664 RITTER DR.	25813	681-207-7187	LITTLE GENERAL STORE, INC.
WV	INWOOD	8562	150 HOVATTER DR.	25428	304-821-1270	INWOOD FOOD SERVICE, LLC
WV	CRAWLEY	8584	15056 MIDLAND TRAIL	24931	304-392-2585	LITTLE GENERAL STORE, INC.
WV	BRADLEY	8636	5466 ROBERT C. BYRD DR.	25818	681-207-7402	LITTLE GENERAL STORE, INC.
WV	Charles Town	8794	490 Euclid Avenue	25414	681-252-4396	Charles Town Food Service LLC
WV	Fairmont	8926	190 E Grafton Rd	26554		LITTLE GENERAL STORE, INC.
WY	LARAMIE	1109	2148 GRAND AVE	82070	307-742-5559	RB COLORADO, LLC
WY	ROCK SPRINGS	1600	1899 DEWAR DR	82901	307-382-8050	RB COLORADO, LLC
WY	GILLETTE	5069	2720 S DOUGLAS HWY	82718	307-686-7545	NORTHWEST DISTRIBUTING CO., INC.
WY	WHEATLAND	5439	91 16TH ST	82201	307-322-5432	Quality Meats West LLC
WY	SHERIDAN	5528	1777 COFFEEN AVE	82801	307-672-8406	NORTHWEST DISTRIBUTING CO., INC.
WY	RIVERTON	5740	1140 W MAIN ST	82501	307-856-0203	Quality Meats West LLC
WY	WORLAND	6170	1500 BIG HORN AVE	82401-2921	307-347-6275	Quality Meats West LLC
WY	TORRINGTON	6315	128 WEST VALLEY RD	82240	307-532-8900	Quality Meats West LLC
WY	DOUGLAS	6443	355 N RUSSELL AVE	82633	307-358-4400	Quality Meats West LLC
WY	CHEYENNE	7432	3228 W. COLLEGE DR	82007	307-638-9300	Quality Meats West LLC
WY	CHEYENNE	7434	5250 YELLOWSTONE RD	82009-4782	307-632-8505	GOOD TIMES CEK, LLC
WY	CASPER	7533	2407 CY AVE	82604-3434	307-577-5905	Quality Meats West LLC
WY	CODY	7765	250 YELLOWSTONE AVENUE	82414	307-587-6646	Quality Meats West LLC
WY	CASPER	849	80 SE WYOMING BLVD	82609	307-237-8040	RB COLORADO, LLC
WY	CHEYENNE	883	310 E. LINCOLN WAY	82001-4602	307-635-7046	RB COLORADO, LLC

**EXHIBIT A-2****Franchisees with License Agreements not yet Operational as of January 2, 2022**

<b>State</b>	<b>City</b>	<b>#</b>	<b>Address</b>	<b>Zip</b>	<b>Franchisee Entity</b>
AZ	Tucson	8965	3345 South Park Avenue	85713	Cardinal RB Arizona, LLC
IL	New Lenox	8953	672 East Lincoln Highway	60451	New Lenox Lunan, Inc.
IL	Des Plaines	8879	1401 Lee Street	60018	Miracle Restaurant Group, LLC
NC	Salisbury	8920	2125 Statesville Boulevard	28147	Top Dining, Inc.
OH	Springdale	8947	11470 Princeton Pike	45246	Restaurant Management, Inc.
TX	McKinney	8934	6520 TX-121	75013	Turbo Restaurants, LLC
VA	Beaeton	8910	11850 Hall Street	22712	Dan Wallace Enterprises, LTD



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

**EXHIBIT A-3**  
**FRANCHISEES WHO HAD OUTLETS CEASE TO OPERATE UNDER THEIR AGREEMENTS**  
**January 4, 2021 to January 2, 2022**

**Terminations, Non-Renewals, & Ceased Operations - Other Reasons**

The following are licensees/franchisees throughout the United States who have been terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a License Agreement between January 4, 2021 through January 2, 2022 who have ceased doing business with Arby's Franchisor, LLC within 10 weeks of the application date of this disclosure document

Count	Franchisee Name	City	State	Phone
1	PANDYA, JIGNESH	Berlin	CT	217-356-1359
3	MILLER, IAN	CREVE COEUR	IL	309-662-8428
2	RB AMERICAN	ELLISVILLE	MO	216-973-2072
1	CARISCH INC	LIVINGSTON	MT	952-473-4291
1	D AGOSTO, ALAN	OMAHA	NE	402-333-0203
1	ZANA, JAMES SCOTT	GRAND ISLAND	NE	308-384-6629
1	AR CHAIN OF RESTAURANTS, LLC	Bronx	NY	609-586-6680
1	DNC TRAVEL HOSPITALITY SERVICE	WEST HENRIETTA	NY	716-759-6656
1	MSE INTERNATIONAL, LLC	NORTH CANTON	OH	770-532-3301
1	RB AMERICAN	Tulsa	OK	216-973-2072
1	MCANINCH, LAWRENCE C.	MERCER	PA	814-473-3362
1	PILOT TRAVEL CENTERS LLC	MEMPHIS	TN	865-806-3760
2	AAFES	FT. BLISS	TX	214-312-4447
1	MIRACLE RESTAURANT GROUP, LLC	LUBBOCK	TX	985-674-5840
1	DRM, INC.	APPLETON	WI	402-573-1216
1	CARISCH INC	MILWAU	WI	952-473-4291
1	LITTLE GENERAL STORE, INC.	ELKVIEW	WV	304-253-9592
21				

**Transfers of Outlet from Franchisees to New Owners (other than the Franchisor)**

Count	Franchisee Name	City	State	Phone
41	HARMON, CHARLIE R. & LINDA L.	SCOTTSDALE	AZ	480-990-7144
1	RB AMERICAN	PUEBLO	CO	216-973-2072
59	CARISCH INC	FORT MYERS	FL	952-473-4291
16	TUCKER, RANDY	DAVENPORT	IA	217-390-6461
39	BROWNE, TOM	Keokuk	IA	812-332-4838
1	MIRACLE RESTAURANT GROUP, LLC	TINLEY PARK	IL	985-674-5840
14	MILLER, IAN	PEORIA	IL	309-662-8428
2	DUNBAR, DANA	MITCHELL	IN	812-849-4440
1	GINN, MICHAEL & BARNETTE, JERRY	FLEMINGSBURG	KY	606-776-0134
3	BASTION & LALA	Baton Rouge	LA	985-807-6483
1	PULLIAM, JOE DON	SHREVEPORT	LA	318-865-5541
1	WIZINSKY AND MCDONALD	PETOSKEY	MI	989-732-7482
1	SCHIAPPA, SAMUEL	KENMORE	NY	716-444-3259
1	SHA, YEE (SAM)	HICKSVILLE	NY	516-541-5009
9	GIESEN, DAVID	New Philadelphia	OH	303-246-4931
6	GIACO, MARK	PORT CLINTON	OH	419-433-6682
2	KING, LARRY & THERESA	BEND	OR	541-317-9245
8	AR CHAIN OF RESTAURANTS, LLC	ALLENTOWN	PA	609-586-6680

Count	Franchisee Name	City	State	Phone
6	BHASIN, DAVE	PINE GROVE	PA	484-225-8435
6	POTTER, DOUG & BUSCHAK, KATHY	MYRTLE BEACH	SC	843-762-9191
4	BRADY, TIM	PIEDMONT	SC	864-616-0322
14	SHAWL, JEFF	KINGSPORT	TN	423-968-2729
1	PATEL VIRENDRA S.	CREWE	VA	571-263-9046
237				

#### Developers with Terminated Development Agreements

State	Developer	Phone
NY	AR Chain	609-586-6680
AB	Mazhar Malik	403-818-3169
IL	TeamLyders	248-446-0100
PA, CT	Pandya, Jay	217-356-1359
MS	Bastion & Lala	985-807-6483
TX	Garza, Joel	281-969-8208
IL	RHS Yorkville	630-882-2666
PA	Bhasin	484-225-8435
IL	Miller Group	309-662-8428
IL	Browne, Tom	812-332-4838
CA	Noble, Jason	347-306-9023
AZ	Harmon, Charlie	480-990-7144
	EG Group	513-762-1215

**EXHIBIT A-4**  
**Arby's Developers as of January 2, 2022**

<b>Developer</b>	<b>State</b>	<b>Phone</b>
ALLEN & ALIZZI HOLDINGS LP LLP	MD	540-665-0405
Barbour, Sterling	AL	205-991-1955
BELATTI, FRANK (Irish Beef)	AZ	770-330-2253
BIG STAR HOSPITALITY	TX	704-962-9374
BIG STAR HOSPITALITY	TX	704-962-9374
BITTNER, JOHN	PA	814-735-7225
BOWLING, JOHN & BOWLING, CHRIS	KY	606-546-2505
BROWER, JACK	NV	775-883-3936
BRUMIT, JOE	NC	828-274-5835
CAMPBELL OIL GROUP	SC	908-456-3770
CARLSON/PFEIL	NY	814-362-6007
Carolina Franchise Holdings	FL	917-596-8060
CATO, INCORPORATED	PA	410-546-1215
COSPER, SEAN	UT	303-596-6468
CRAWFORD, JOE	MI	810-730-4844
CUNNINGHAM, JAMES R.	CA	714-994-0808
D AGOSTO, ALAN	NE	402-333-0203
DATTA/CHOPRA	WA	916-870-3402
DRG MEATS, LLC	NV	707-935-3700
DRM, INC.	WI	402-573-1216
DWORAK, WILLIAM C.	IA	480-830-7380
FRIZZELL JR., BEN	NC	423-764-5107
GILBERT III, WILLIAM	TN	417-844-9637
GLUCK, JAY	AZ	575-622-8711
GNAGEY, JAMES A.	PA	724-437-7241
GREGORY, PAUL D	MI	269-660-2800
GREGORY, PAUL D	MI	269-660-2800
KANG, ANOOP	CA	510-557-9123
KARIMI, MURAD	FL	770-609-8195
KBP INSPIRED, LLC	MD	913-356-6342
KUZMINSKY, MICHAEL	GA	904-722-1349
LARSH, PERRIN & APRIL	TX	210-274-2768
LOVE'S COUNTRY STORES, INC.	Various, USA	405-302-6619
LUBMAN, BARRY	NY	516-606-3842
LUBMAN, BARRY	NY	516-606-3842
LUNAN CORPORATION	IL	312-645-9898
LUNAN CORPORATION	IL	312-645-9898
LUTFI, TONY & STEPHEN	WA	209-337-5035
MADERO, MAURICIO	TX	267-252-8709
MATHIEU, JOSEPH JAMES	TX	575-642-3375
MCANINCH, LAWRENCE C.	PA	814-473-3362
MERCHANT, FAISAL	IL	847-508-8431
MIRACLE RESTAURANT GROUP, LLC	IL	985-674-5840
MIRACLE RESTAURANT GROUP, LLC	LA	985-674-5840
MUGNOLA, FRANK	NY	585-704-3359

**EXHIBIT A-4**  
**Arby's Developers as of January 2, 2022**

<b>Developer</b>	<b>State</b>	<b>Phone</b>
MYERSCOUGH, JERRY	IL	217-345-2909
NADVIT, GEORGE	OH	330-656-3035
NADVIT, GEORGE & GODFRAY, TIM	OH	330-656-3035
OLEXA, ERWIN CHRISTOPHER	LA	409-924-9020
OSTROWSKI, JENNIFER & JEREMY	WI	715-490-2510
PARIKH & PARIKH	Various Northeast DMAs	917-254-1481
PATEL, HIREN	NY	973-531-4430
Patel, Sejal	NC	704-975-4330
PILOT TRAVEL CENTERS LLC	Various	865-806-3760
POCOCK, RAY	ID	208-201-2101
RASOR III, JAKE	SC	864-943-2000
RB AMERICAN	CO	216-973-2072
RB AMERICAN	AR	216-973-2072
RESTAURANT MANAGEMENT, INC.	OH	513-362-8900
RITTON, MILO	PA	304-687-9993
RYCKMAN, ANGELA	VA	804-640-8206
SIDDIQI, AMIR	LA	805-672-2889
Singh, Parget (Laddi)	NY	212-888-5656
Singh, Parget (Laddi)	NY	212-888-5656
STEPHENS, HENRY J.	KY	217-821-9686
THE RESTAURANT COMPANY	VA	804-368-2148
TURBO RESTAURANTS	TX	972-620-2287
TURBO RESTAURANTS	LA	972-620-2287
Utah Valley University	UT	801-472-1246
VOTAW, JIM	IA	864-332-6219
Wade, John	IN	317-696-7739
WALLACE, DAN	VA	540-371-8334
WIGGINS, ROBERT	GA	912-278-0453
ZAGHI, KOOROSH CYROUS	CA	818-334-5999

**EXHIBIT B**  
**FINANCIAL STATEMENTS**

# Arby's Franchisor, LLC and Subsidiary

(An Indirect Wholly-Owned Subsidiary of Inspire Brands, Inc.)

*Consolidated Financial Statements  
as of January 2, 2022 and January 3, 2021 and for the Years Ended  
January 2, 2022, January 3, 2021 and December 29, 2019 and  
Independent Auditors' Report*

**ARBY'S FRANCHISOR, LLC AND SUBSIDIARY**  
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KPMG LLP  
Suite 2000  
303 Peachtree Street, N.E.  
Atlanta, GA 30308-3210

## Independent Auditors' Report

The Board of Managers and Member  
Arby's Franchisor, LLC:

### *Opinion*

We have audited the consolidated financial statements of Arby's Franchisor, LLC and its subsidiary (the Company), which comprise the consolidated balance sheet as of January 2, 2022, and the related consolidated statements of income and comprehensive income, member's equity and cash flows for the fiscal year then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of January 2, 2022, and the results of its operations and its cash flows for the fiscal year then ended in accordance with U.S. generally accepted accounting principles.

### *Basis for Opinion*

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

### *Other Matter*

The consolidated financial statements of the Company as of and for the fiscal years ended January 3, 2021 and December 29, 2019 were audited by another auditor, who expressed an unmodified opinion on those statements on March 25, 2021.

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

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

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

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

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher





than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

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

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

*KPMG LLP*

Atlanta, Georgia  
March 25, 2022

**ARBY'S FRANCHISOR, LLC AND SUBSIDIARY**  
**CONSOLIDATED BALANCE SHEETS**  
(In thousands)

	<u>January 2, 2022</u>	<u>January 3, 2021</u>
<b>ASSETS</b>		
Current assets:		
Cash	\$ 1,150	\$ 1,150
Accounts receivable, net	10,726	9,483
Accounts receivable from affiliates	6,098	7,899
Total current assets	17,975	18,532
Intangible assets, net	254,133	254,567
Other assets	78	—
Total assets	<u>\$ 272,185</u>	<u>\$ 273,099</u>
<b>LIABILITIES AND MEMBER'S EQUITY</b>		
Current liabilities:		
Accounts payable to affiliates	\$ 613	\$ 1,121
Accounts payable	78	—
Current portion of deferred revenue	1,471	1,376
Accrued expenses and other current liabilities	61	66
Total current liabilities	2,223	2,563
Franchisee deposits	510	513
Deferred revenue	13,470	12,933
Deferred revenue from affiliates	2,813	2,548
Commitments and Contingencies (Note 5)		
Member's equity:		
Member's equity	253,175	254,548
Accumulated other comprehensive loss	(7)	(6)
Total member's equity	253,168	254,542
Total liabilities and member's equity	<u>\$ 272,185</u>	<u>\$ 273,099</u>

See accompanying notes to consolidated financial statements.

**ARBY'S FRANCHISOR, LLC AND SUBSIDIARY**  
**CONSOLIDATED STATEMENTS OF INCOME AND COMPREHENSIVE INCOME**  
(In thousands)

	<u>Year Ended January 2, 2022</u>	<u>Year Ended January 3, 2021</u>	<u>Year Ended December 29, 2019</u>
Revenues:			
Franchise fees and royalty revenues	\$ 111,362	\$ 101,798	\$ 95,586
Franchise fees and royalty revenues from affiliates	82,427	79,728	70,896
Other revenues	2,977	2,191	1,746
Total revenues	<u>196,766</u>	<u>183,717</u>	<u>168,228</u>
Costs and expenses:			
Management fee to affiliate	29,824	28,662	30,503
General and administrative	(55)	51	178
Amortization	435	435	435
Total costs and expenses	<u>30,204</u>	<u>29,148</u>	<u>31,116</u>
Operating income	<u>166,562</u>	<u>154,569</u>	<u>137,112</u>
Other (income) expense, net	(49)	26	8
Net income	<u>166,611</u>	<u>154,543</u>	<u>137,104</u>
Other comprehensive income (loss):			
Foreign currency translation adjustment	(1)	(1)	(2)
Comprehensive income	<u>\$ 166,610</u>	<u>\$ 154,542</u>	<u>\$ 137,102</u>

See accompanying notes to consolidated financial statements.

**ARBY'S FRANCHISOR, LLC AND SUBSIDIARY**  
**CONSOLIDATED STATEMENTS OF MEMBER'S EQUITY**  
(In thousands)

	<b>Member's Equity</b>	<b>Accumulated Other Comprehensive Loss</b>	<b>Total</b>
Balance at December 30, 2018	\$ 251,099	\$ (3)	\$ 251,096
Net income	137,104	—	137,104
Distributions to Member, net	(139,298)	—	(139,298)
Foreign currency translation adjustment	—	(2)	(2)
Balance at December 29, 2019	\$ 248,905	\$ (5)	\$ 248,900
Net income	154,543	—	154,543
Distributions to Member, net	(148,900)	—	(148,900)
Foreign currency translation adjustment	—	(1)	(1)
Balance at January 3, 2021	\$ 254,548	\$ (6)	\$ 254,542
Net income	166,611	—	166,611
Distributions to Member, net	(167,984)	—	(167,984)
Foreign currency translation adjustment	—	(1)	(1)
Balance at January 2, 2022	<u>\$ 253,175</u>	<u>\$ (7)</u>	<u>\$ 253,168</u>

See accompanying notes to consolidated financial statements.

**ARBY'S FRANCHISOR, LLC AND SUBSIDIARY**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(In thousands)

	Year Ended January 2, 2022	Year Ended January 3, 2021	Year Ended December 29, 2019
Cash flows from operating activities:			
Net income	\$ 166,611	\$ 154,543	\$ 137,104
Adjustments to reconcile net income to net cash provided by operating activities:			
Amortization	435	435	435
Provision for (recoveries of) doubtful accounts	(110)	4	(38)
Changes in operating assets and liabilities:			
Accounts receivable	668	(4,029)	(626)
Prepaid expenses and other assets	(78)	—	—
Accounts payable	(430)	414	16
Accrued expenses and other liabilities	888	(2,467)	2,407
Net cash provided by operating activities	<u>167,984</u>	<u>148,900</u>	<u>139,298</u>
Cash flows from financing activities:			
Distributions to Member	(167,984)	(148,900)	(139,298)
Net cash used in financing activities	<u>(167,984)</u>	<u>(148,900)</u>	<u>(139,298)</u>
Net increase in cash	—	—	—
Cash at beginning of year	<u>1,150</u>	<u>1,150</u>	<u>1,150</u>
Cash at end of year	<u>\$ 1,150</u>	<u>\$ 1,150</u>	<u>\$ 1,150</u>

See accompanying notes to consolidated financial statements.

**ARBY'S FRANCHISOR, LLC AND SUBSIDIARY  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. DESCRIPTION OF BUSINESS**

**Organization**

Arby's Franchisor, LLC (together with its subsidiary, Arby's IP Holder, LLC ("IP Holder"), the "Company"), is a single member, special purpose Delaware limited liability company. The Company is a direct, wholly-owned subsidiary of Arby's Funding, LLC (the "Issuer" or "Member"), which is an indirect, wholly-owned subsidiary of Arby's Restaurant Group, Inc. ("ARG") whose ultimate parent is Inspire Brands, Inc. ("Inspire"). The Company was formed on July 2, 2015 ("Inception") in connection with a contemplated financing (the "Securitization Transaction"), which was completed on November 13, 2015 (the "Closing Date"), primarily to serve as the franchisor of Arby's restaurants in the United States ("U.S."), Canada, Turkey and Qatar.

**Business and Operations**

ARG and certain of its subsidiaries have contributed to the Company all franchise agreements, all development agreements and certain intellectual property (the "Securitization IP") with respect to Arby's<sup>®</sup> restaurants franchised in the U.S., Canada, Turkey and Qatar, all accounts receivable from franchisees related to royalties and franchise fees and certain liabilities associated with franchise development agreements. All of the assets and liabilities were contributed to the Company at historical cost. The Company serves as the franchisor of Arby's restaurants in the U.S., Canada, Turkey and Qatar and owns or will own (1) new franchise agreements and all franchisee payments thereon in the U.S., Canada, Turkey and Qatar, (2) new development agreements and all franchisee payments thereon in the U.S., Canada, Turkey and Qatar, and (3) all rights to licensing fees and other fees related to the Securitization IP, subject to the terms of any licenses. The Company is managed by ARG under a management agreement (the "Management Agreement").

The activities of the Company are limited to:

- entering into contribution agreements pursuant to which the Issuer contributed to the Company the contributed franchise agreements, the contributed development agreements and the Securitization IP;
- owning the Securitization IP and other assets referred to above;
- owning the equity interests in IP Holder;
- acting as the franchisor under the applicable franchise agreements;
- licensing to ARG, for a 99-year term (i) a non-exclusive license to use and sublicense to non-securitization entities the Securitization IP in connection with owning and operating ARG's company-owned restaurants for a royalty fee equal to 5% of net sales, (ii) an exclusive license to use and sublicense the Securitization IP in connection with other products and services (as defined), for a royalty fee equal to (a) 100% of any royalties ARG receives from the sublicense of ARG's rights under a certain sublicense agreement to use and sublicense the Securitization IP in connection with certain products pursuant to contracts in existence on the Closing Date, (b) 50% of any royalties ARG receives from any sublicensee pursuant to sublicenses of ARG's rights under a sublicense agreement to use and sublicense the Securitization IP in connection with any other products and services sublicensed after the Closing Date in defined jurisdictions and (c) with regard to any other revenues received by ARG as a result of exercising its rights under a sublicense agreement, a fair market royalty, as determined by the manager, and (iii) a non-exclusive royalty-free license to sublicense the Securitization IP in connection with granting a gift card license (as defined) for use and display of certain Securitization IP in connection with a gift card program in the U.S. (as defined);
- holding the rights and obligations previously held by each applicable non-securitization entity under the applicable contributed franchise agreements and entering into the applicable new franchise agreements;
- holding the rights and obligations previously held by each applicable non-securitization entity under the applicable contributed development agreements and entering into the applicable new development agreements;
- licensing to the manager and any sub-managers (as defined within the Management Agreement) a non-exclusive, royalty-free license to use and sublicense the Securitization IP in connection with the performance of the services under the Management Agreement;
- entering into new franchisee notes and holding the rights and obligations thereunder;
- maintaining a franchisor capital account and any funds on deposit therein;
- entering into a guarantee and collateral agreement, pursuant to which the Company guarantees, together with other guarantors, notes (see Note 5) and may guaranty additional series of notes as issued from time to time under a base indenture dated November 13, 2015 (the "Indenture"), and pursuant to which it has granted to the trustee a lien on

**ARBY'S FRANCHISOR, LLC AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

substantially all of its assets as security for the obligations of the Issuer under the Indenture and the obligations of the Company under such guarantee and collateral agreement;

- entering into the Management Agreement; and
- entering into documents related to the Securitization Transaction to which it is a party and undertaking any other activities related thereto.

## **2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

### **Principles of Consolidation**

The accompanying consolidated financial statements, which include the Company's accounts and the accounts of its subsidiary, have been prepared in accordance with accounting principles generally accepted in the U.S. ("GAAP"). All intercompany balances and transactions have been eliminated in consolidation.

### **Use of Estimates**

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amount of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### **Fiscal Year**

The Company's fiscal reporting periods consist of 52 or 53 weeks ending on the Sunday closest to December 31 and are referred to herein as (1) "the year ended January 2, 2022" or "2021," (2) "the year ended January 3, 2021" or "2020," and (3) "the year ended December 29, 2019" or "2019." 2021 consisted of 52 weeks, the 2020 consisted of 53 weeks, and 2019 consisted of 52 weeks.

### **Cash**

The Company's cash balance consists of cash in a bank. The Company believes that its vulnerability to risk concentrations in its cash balance is mitigated by its policies restricting the eligibility, credit quality and concentration limits for its placements of cash.

### **Accounts Receivable, net**

Accounts receivable consist primarily of royalties and franchise fees due from franchisees. The Company monitors accounts receivable for delinquency and reserves for estimated losses for specific receivables that are not likely to be collected. In addition to allowances for specific receivables, the Company estimates a provision for bad debts based on historical experience. Account balances generally are charged against the allowance when the Company believes it is probable that the receivable will not be collected.

### **Intangible Assets, net**

Definite lived intangible assets are amortized on a straight-line basis using estimated useful lives of the related classes of intangible assets. Estimated useful lives are 20 years for franchise and development agreements. The trademark/trade name is not amortized as it is considered to have an indefinite useful life.

The Company reviews definite lived intangible assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the related asset groups may not be recoverable. The Company reviews indefinite lived intangible assets for impairment at least annually during the fourth quarter and more frequently if events or changes in circumstances indicate that the carrying amount of the non-amortizing intangible asset may not be recoverable. If such reviews indicate the intangible asset may not be recoverable, an impairment loss is recognized for the excess of the carrying amount over the fair value of the intangible asset. The Company uses the relief from royalty method to determine the fair value of its trademark/trade name. Significant assumptions and estimates used in determining fair value include future revenues, the royalty rate, terminal value, and a discount rate.

**ARBY'S FRANCHISOR, LLC AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

During the fourth quarter of fiscal years 2021, 2020 and 2019, the Company completed its impairment test for its indefinite-lived intangible asset and no impairment was indicated.

**Revenue Recognition**

Revenue is recognized in accordance with a five-step revenue model, as follows: identifying the contract with the customer; identifying the performance obligations in the contract; determining the transaction price; allocating the transaction price to the performance obligations; and recognizing revenue when (or as) the entity satisfies a performance obligation.

“Franchise fees and royalty revenues” and “Franchise fees and royalty revenues from affiliates” include royalties and franchise fees. Royalties from franchised and affiliate restaurants are based on a percentage of net sales of the restaurant and are recognized as earned. Initial franchise fees are recorded within "Current portion of deferred revenue", "Deferred revenue from affiliates", or "Deferred revenue" on the Company's consolidated balance sheets when received and recognized as revenue over the contractual term of the franchise agreement, once a franchised restaurant is opened. Renewal franchise fees are recognized as revenue over the contractual term of the franchise agreement, once the license agreement is signed and the fee is paid. Franchise commitment fee deposits are forfeited and recognized as revenue upon the termination of the related commitments to open new franchised restaurants.

**Income Taxes**

The Company is a single-member limited liability company which has not elected to be taxed as an association, and consequently, is not subject to U.S. federal and state income taxes. Federal and state income taxes are the responsibility of ARG. Therefore, no U.S. or state income taxes, or deferred tax assets or liabilities have been recorded in the consolidated financial statements.

**Fair Value Measurements**

The Company's financial instruments include cash, accounts receivable and accounts payable. The fair value of cash, accounts receivable and accounts payable approximates book value due to their short-term nature. The carrying value of Indefinite-lived intangible assets are tested annually for impairment or more frequently if an event occurs that indicates an impairment may have been incurred, using fair value measurements with unobservable inputs.

Valuation techniques under the accounting guidance related to fair value measurements are based on observable and unobservable inputs. Observable inputs reflect readily obtainable data from independent sources, while unobservable inputs reflect the Company's market assumptions. These inputs are classified into the following hierarchy:

**Level 1 Inputs:** Quoted prices for identical assets or liabilities in active markets.

**Level 2 Inputs:** Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; and model-derived valuations whose inputs are observable or whose significant value drivers are observable.

**Level 3 Inputs:** Pricing inputs are unobservable for the assets or liabilities and include situations where there is little, if any, market activity for the assets or liabilities. The inputs into the determination of fair value require significant management judgment or estimation.

**Contributions and Distributions from/to Member**

Contributions and distributions from/to Member principally result from transactions with the Member conducted in accordance with Inspire's centralized cash management policy. Such amounts are not expected to be repaid. The Company presents contributions and distributions from/to Member on a net basis on the statements of member's equity and on a net basis as a financing activity on the statements of cash flows.

**Reclassifications**

The Company has reclassified certain amounts relating to its prior period results to conform to its current period presentation.



**ARBY'S FRANCHISOR, LLC AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Subsequent Events**

In preparing the consolidated financial statements, the Company has reviewed and considered all significant events occurring subsequent to January 2, 2022 and up until March 25, 2022, the date the consolidated financial statements were available to be issued.

**New Accounting Pronouncements Not Yet Adopted**

*Credit Losses (ASU 2016-13)*

In June 2016, the FASB issued ASU No. 2016-13, "Financial Instruments - Credit Losses (Topic 326)." This update requires measurement and recognition of expected versus incurred credit losses for financial assets held. The standard is effective for the Company prospectively in our first quarter of fiscal 2023 and any impact upon adoption will be reflected through a cumulative-effect adjustment to Member's equity as of the beginning of 2023. The Company is currently evaluating the effect that this pronouncement will have on its consolidated financial statements and related disclosures.

**3. INTANGIBLE ASSETS, NET**

The carrying value of the Company's intangible assets as of January 2, 2022 and January 3, 2021 consist of the following:

	2021			2020		
	Gross			Gross		
	Carrying	Accumulated	Net	Carrying	Accumulated	Net
<i>(dollars in thousands)</i>	<b>Amount</b>	<b>Amortization</b>	<b>Net</b>	<b>Amount</b>	<b>Amortization</b>	<b>Net</b>
Trademark/trade name	\$ 250,000	\$ —	\$ 250,000	\$ 250,000	\$ —	\$ 250,000
Franchise agreements	7,400	(3,885)	3,515	7,400	(3,515)	3,885
Development agreements	1,300	(682)	618	1,300	(618)	682
Intangible assets	\$ 258,700	\$ (4,567)	\$ 254,133	\$ 258,700	\$ (4,133)	\$ 254,567

*(dollars in thousands)*

	<b>Total</b>
<b>Aggregate amortization expense:</b>	
<b>Actual for fiscal year:</b>	
2019	\$ 435
2020	435
2021	435
<b>Estimate for fiscal year:</b>	
2022	435
2023	435
2024	435
2025	435
2026	435
Thereafter	1,958
	\$ 4,133

**4. REVENUE**

As of January 2, 2022 and January 3, 2021, contract liabilities (deferred revenue included in current and long-term liabilities) were \$15.0 million and \$16.9 million, respectively. Deferred revenue primarily represents the Company's remaining performance obligations under its franchise and license agreements for which consideration has been received or is receivable, and is generally recognized on a straight-line basis over the remaining term of the related agreement. The Company recognized \$2.5 million and \$2.0 million of revenues associated with prior year deferred franchise fees for the fiscal years ended January 2, 2022 and January 3, 2021, respectively, offset by cash payments received or due in advance of satisfying our performance obligations.

**ARBY'S FRANCHISOR, LLC AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

The following table reflects the estimated franchise fees to be recognized in the future related to performance obligations that are unsatisfied at the end of the period:

<b>Fiscal Year (dollars in thousands)</b>	<b>Total</b>
2022	\$ 1,302
2023	1,020
2024	918
2025	843
2026	746
Thereafter	10,169
<b>Total</b>	<b>\$ 14,998</b>

**5. COMMITMENTS AND CONTINGENCIES**

**Securitization Notes**

On July 31, 2020, the Issuer issued Series 2020-1 Senior Secured Notes, Class A-2 (the "2020 Class A-2 Notes") and the Series 2020-1 Variable Funding Senior Notes, Class A-1 (the "2020 Class A-1 Notes"), which can be drawn on a revolving basis up to an aggregate principal amount of \$150.0 million (collectively, the "2020 Notes"). The 2020 Notes were issued in a securitization transaction pursuant to which certain franchise-related agreements, intellectual property, in each case relating to the U.S., Canada, Turkey and Qatar, and real property were contributed by various subsidiaries of ARG to the Issuer, the Company and one other limited-purpose, bankruptcy remote, wholly-owned subsidiary of the Issuer, each of which acts as a guarantor through the maturity date of the 2020 Notes, July 2050, and has pledged substantially all of its assets to secure the obligations of the Issuer.

As of January 2, 2022 and January 3, 2021, approximately \$937.5 million and \$945.7 million were outstanding under the 2020 Notes. As of January 2, 2022, the Issuer had \$122.8 million, in outstanding borrowings under the 2020 Class A-1 Notes, exclusive of \$27.1 million of outstanding letters of credit. As of January 2, 2022, there was \$0.1 million of remaining capacity for future borrowings.

**6. TRANSACTIONS WITH RELATED PARTIES**

A substantial portion of the Company's revenues are generated from royalties from affiliate-owned restaurants equal to 5% of net sales. These amounts are reflected in "Franchise fees and royalty revenues from affiliates" in the consolidated statements of income and comprehensive income and "Accounts receivable from affiliates" in the consolidated balance sheets.

The Company entered into the Management Agreement with ARG to perform certain services including, among other things, collecting payments from franchisees, managing Company assets, and performing certain franchising, marketing, accounting, legal and other services on behalf of the Company. In exchange for the services described above, the Company pays a weekly management fee equal to the sum of (a) a base amount of \$10.4 million, plus (b) a fee of \$11,250 for every integer multiple off \$0.1 million of aggregate Retained Collections over the preceding four most recently ended fiscal quarters, divided by 52 or 53, depending on the number of weeks in the fiscal year. Fees are subject to 2% annual increases on the first day of the quarterly fiscal period that commences immediately following each anniversary of the Closing Date. The management fee is included in "Management fee to affiliate" in the consolidated statements of income and comprehensive income and "Accounts payable to affiliates" in the consolidated balance sheets.

**7. LEGAL MATTERS**

The Company is involved in various litigation and claims incidental to its business from time to time. Although the outcome of these matters cannot be predicted with certainty and some of these matters may be resolved unfavorably to the Company, based on currently available information, including legal defenses available to the Company and its legal reserves and insurance coverages, the Company does not believe that the outcome of these legal matters will have a material adverse effect on its consolidated financial position, results of operations or cash flows.

\*\*\*\*\*

# Arby's Restaurant Group, Inc. and Subsidiaries

(An Indirect Wholly-Owned Subsidiary of Inspire Brands, Inc.)

*Consolidated Financial Statements  
as of January 2, 2022 and for the Year Ended January 2, 2022 and  
Independent Auditors' Report*

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
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KPMG LLP  
Suite 2000  
303 Peachtree Street, N.E.  
Atlanta, GA 30308-3210

## **Independent Auditors' Report**

The Board of Directors and Stockholder  
Arby's Restaurant Group, Inc.:

### *Opinion*

We have audited the consolidated financial statements of Arby's Restaurant Group, Inc. and its subsidiaries (the Company), which comprise the consolidated balance sheet as of January 2, 2022, and the related consolidated statements of income, comprehensive income, stockholder's deficit and cash flows for the fiscal year then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of January 2, 2022, and the results of its operations and its cash flows for the fiscal year then ended in accordance with U.S. generally accepted accounting principles.

### *Basis for Opinion*

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

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

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

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

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

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



In performing an audit in accordance with GAAS, we:

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

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

*KPMG LLP*

Atlanta, Georgia  
March 25, 2022

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEET**  
(In thousands, except share data)

**January 2, 2022**

<b>ASSETS</b>	
Current assets:	
Cash and cash equivalents	\$ 53,654
Restricted cash and cash equivalents	11,044
Accounts and notes receivable, net	40,290
Inventories, net	14,860
Note receivable from affiliate	122,800
Prepaid expenses and other current assets	22,263
Total current assets	264,911
Property and equipment, net	522,889
Goodwill	17,619
Intangible assets, net	299,495
Operating lease assets, net	474,385
Other assets	18,341
Total assets	<u>\$ 1,597,640</u>
<b>LIABILITIES AND STOCKHOLDER'S DEFICIT</b>	
Current liabilities:	
Current portion of long-term debt	\$ 30,170
Current operating lease liabilities	55,789
Accounts payable	45,591
Current portion of deferred revenue	6,543
Accrued expenses and other current liabilities	153,648
Total current liabilities	291,741
Long-term debt, net	1,099,391
Long-term operating lease liabilities	462,768
Deferred tax liabilities, net	59,509
Deferred revenue	24,186
Other liabilities	12,717
Commitments and contingencies (Note 13)	
Stockholder's deficit:	
Common stock, \$1.00 par value; 1,000 shares authorized, issued and outstanding as of January 2, 2022	1
Additional paid-in capital	19,747
Note receivable from Parent	(380,000)
Retained earnings	4,455
Accumulated other comprehensive income	131
Total Arby's Restaurant Group, Inc. stockholder's deficit	(355,666)
Noncontrolling interests	2,994
Total stockholder's deficit	(352,672)
Total liabilities and stockholder's deficit	<u>\$ 1,597,640</u>

See accompanying notes to consolidated financial statements.

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENT OF INCOME**  
(In thousands)

	<b>Year Ended January 2, 2022</b>
<b>Revenues:</b>	
Company-owned restaurant sales	\$ 1,643,989
Franchise fees and royalty revenues	111,517
Franchise contributions for advertising	112,627
Rental income	8,404
Other revenues	7,045
Total revenues	1,883,581
<b>Costs and expenses:</b>	
Company-owned restaurant expenses	1,314,115
Franchise advertising expenses	114,832
Occupancy expenses - franchise restaurants	5,007
Selling, general and administrative expenses	195,785
Depreciation and amortization	83,835
Impairment charges	574
Total costs and expenses	1,714,146
Other operating income, net	30,377
Operating income	199,812
Interest expense, net	53,807
Other income, net	(9,946)
Income before income taxes	155,951
Income tax expense	39,099
Net income	116,852
Net income attributable to noncontrolling interests	460
Net income attributable to Arby's Restaurant Group, Inc. and Subsidiaries	\$ 116,392

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME**  
(in thousands)

	<b>Year Ended January 2, 2022</b>
Net income	\$ 116,852
<b>Other comprehensive loss:</b>	
Foreign currency translation adjustment, net of tax	(161)
Comprehensive income	116,691
Comprehensive income attributable to noncontrolling interests	460
Comprehensive income attributable to Arby's Restaurant Group, Inc. and Subsidiaries	\$ 116,231

See accompanying notes to consolidated financial statements.



**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENT OF STOCKHOLDER'S DEFICIT**  
(In thousands, except share data)

	Common Stock		Additional Paid-in Capital	Note Receivable from Parent	Retained Earnings	Accumulated Other Comprehensive Income	Total Arby's Restaurant Group, Inc. Stockholder's Deficit	Noncontrolling Interests	Total Stockholder's Deficit
	Shares	Amount							
Balance at January 3, 2021	1,000	\$ 1	\$ 32,504	\$ (380,054)	\$ —	\$ 292	\$ (347,257)	\$ 19,421	\$ (327,835)
Impact of change in accounting policy	—	—	(8,845)	—	—	—	(8,845)	(16,888)	(25,733)
Balance at January 3, 2021	1,000	\$ 1	\$ 23,659	\$ (380,054)	\$ —	\$ 292	\$ (356,102)	\$ 2,533	\$ (353,568)
Net income	—	—	—	—	116,392	—	116,392	460	116,852
Other comprehensive income	—	—	—	—	—	(161)	(161)	—	(161)
Distributions to Parent, net	—	—	—	—	(116,084)	—	(116,084)	—	(116,084)
Other	—	—	(3,912)	54	4,147	—	289	—	289
Balance at January 2, 2022	1,000	\$ 1	\$ 19,747	\$ (380,000)	\$ 4,455	\$ 131	\$ (355,666)	\$ 2,994	\$ (352,672)

See accompanying notes to consolidated financial statements.

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENT OF CASH FLOWS**  
(In thousands)

	<u>Year Ended January 2, 2022</u>
<b>Cash flows from operating activities:</b>	
Net income	\$ 116,852
Adjustments to reconcile net income	
to net cash provided by operating activities:	
Depreciation and amortization	83,835
Amortization of debt issuance costs	1,984
Gain on disposal of assets	(26,119)
Deferred income tax benefit	(2,357)
Impairment charges	574
Provision for doubtful accounts	256
Other, net	(2,194)
Changes in operating assets and liabilities:	
Accounts and notes receivable	(434)
Inventories	(2,023)
Prepaid expenses and other current assets	(13,537)
Operating lease assets and liabilities	(6,182)
Accounts payable	3,524
Accrued expenses and other current liabilities	(5,020)
Net cash provided by operating activities	<u>149,159</u>
<b>Cash flows from investing activities:</b>	
Capital expenditures	(57,940)
Proceeds from disposition of assets	56,452
Investment in note receivable from affiliate	(122,800)
Proceeds from note receivable from affiliate	122,800
Net cash used in investing activities	<u>(1,488)</u>
<b>Cash flows from financing activities:</b>	
Proceeds from issuance of debt	122,800
Debt repayments	(152,952)
Distributions to Parent, net	(116,084)
Net cash used in financing activities	<u>(146,236)</u>
Net increase in cash, cash equivalents and restricted cash	1,435
Cash, cash equivalents and restricted cash at beginning of period	63,263
Cash, cash equivalents and restricted cash at end of period	<u>\$ 64,698</u>
<b>Supplemental disclosures of cash flow information:</b>	
Cash paid during the year for interest	<u>\$ 30,930</u>
<b>Supplemental disclosures of non-cash investing and financing activities:</b>	
Capital expenditures included in accounts payable	<u>\$ 11,436</u>

See accompanying notes to consolidated financial statements.

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. DESCRIPTION OF BUSINESS**

Arby's Restaurant Group, Inc. (collectively, with its subsidiaries, "Arby's," or the "Company") is a wholly owned subsidiary of IRB Holding Corp. ("IRB" or "Parent") whose ultimate parent is Inspire Brands, Inc. ("Inspire").

The Company operates in the quick service restaurant business through Company-owned and franchised Arby's® restaurants that feature a variety of deli-inspired sandwiches and complementary side items and desserts. As of January 2, 2022, the Company had 1,116 Company-owned restaurants and 2,453 franchised restaurants for a total of 3,569 system-wide restaurants. As the Company's restaurants and its franchised restaurants are generally located throughout the United States ("U.S."), the Company believes the risk of geographic concentration is not significant.

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Principles of Consolidation**

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the U.S. ("GAAP"). All intercompany balances and transactions have been eliminated in consolidation.

The consolidated 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. 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 Company has determined that AFA Service Corporation ("AFA") is a variable interest entity, Arby's holds a variable interest in AFA and that Arby's is the primary beneficiary. AFA offers advertising and marketing services for the Arby's restaurant system. Because Arby's is the primary beneficiary, the Company consolidates AFA in its financial statements.

**Use of Estimates**

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amount of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Fiscal Year**

The Company's fiscal reporting periods consist of 52 or 53 weeks ending on the Sunday closest to December 31 and are referred to herein as "the year ended January 2, 2022" or "2021." 2021 consisted of 52 weeks.

**Cash Equivalents**

All highly liquid investments with a maturity of three months or less when acquired are considered cash equivalents.

The Company believes that its vulnerability to risk concentrations in its cash equivalents is mitigated by its policies restricting the eligibility, credit quality and concentration limits for its placements in cash equivalents.

**Restricted Cash and Cash Equivalents**

As of January 2, 2022, the Company had restricted cash and cash equivalents for funds required to be held in trust for the benefit of noteholders to service obligations under its debt arrangements.

**Accounts and Notes Receivable, net**

Accounts and notes receivable consist primarily of royalties, rents and franchise fees due principally from franchisees, advertising dues, trade receivables, gift card receivables and credit card receivables. The Company monitors accounts and notes receivable for delinquency and reserves for estimated losses for specific receivables that are not likely to be collected. In addition to allowances for specific receivables, the Company estimates a provision for bad debts based on historical experience. Account balances are charged against the allowance when the Company believes it is probable that the receivable will not be collected.

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Inventories**

The Company's inventories, consisting primarily of restaurant food items and paper supplies, are stated at the lower of cost or net realizable value, with cost determined using the first-in, first-out method.

**Property and Equipment, net**

Property is stated at cost, including internal costs of employees to the extent such employees are dedicated to specific restaurant construction projects, less accumulated depreciation. Depreciation of property is computed principally on the straight-line basis using estimated useful lives of the related major classes of property. Estimated useful lives are 3 to 15 years for office and restaurant equipment, 3 to 5 years for transportation equipment, 7 to 40 years for buildings and 7 to 25 years for site improvements. Finance lease assets and leasehold improvements are amortized and depreciated over the shorter of their estimated useful lives or the terms of the respective leases, including periods covered by renewal options that the Company is reasonably assured of exercising.

**Goodwill**

Goodwill represents the excess of the purchase price over the fair value of assets acquired and liabilities assumed. The Company tests goodwill by reporting unit for impairment annually during the fourth quarter, or more frequently if events or changes in circumstances indicate that it may be impaired.

The Company first assesses qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If the qualitative factors indicate that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, the Company performs a quantitative impairment test of goodwill. The Company estimates the fair value of the reporting unit using an income approach through a discounted cash flow analysis using unobservable inputs and relevant data from the guideline transaction approach and guideline public companies market approach. Significant assumptions and estimates used in determining fair value include future revenues and cash flows, terminal value, a discount rate that approximates the reporting unit's weighted average cost of capital and a selection of multiples for comparable publicly traded companies as guidelines for determining fair value under the market approach.

During the fourth quarter of year 2021, the Company completed its impairment test for goodwill and no impairment was indicated.

**Indefinite-lived Intangibles and Other Long-lived Assets**

*Indefinite-lived Intangibles*

The Company reviews indefinite-lived intangible assets for impairment at least annually during the fourth quarter and more frequently if events or changes in circumstances indicate that the carrying amount of the indefinite-lived intangible asset may not be recoverable. The Company first assesses qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of an indefinite-lived intangible asset is less than its carrying amount. If the qualitative factors indicate that it is more likely than not that the fair value of an indefinite-lived intangible asset is less than its carrying amount, the Company performs a quantitative impairment test. If such reviews indicate the intangible asset may not be recoverable, an impairment loss is recognized for the excess of the carrying amount over the fair value of the intangible asset. The Company uses the relief from royalty method to determine the fair value of its trademark/trade name. Significant assumptions and estimates used in determining fair value include future revenues, the royalty rate, terminal value, and a discount rate.

During the fourth quarter of year 2021, the Company completed its impairment test for its indefinite-lived intangible asset and no impairment was indicated.

*Long-lived assets*

Long-lived intangible assets are amortized on a straight-line basis using estimated useful lives of the related classes of intangible assets.

The Company reviews long-lived assets, including operating lease assets, property and equipment, and allocated intangible assets subject to amortization, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset group may not be recoverable. The asset groups are not recoverable if their carrying value is less than the

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

undiscounted cash flows we expect to generate from such asset groups. If the asset groups are not deemed to be recoverable, impairment is measured based on the excess of their carrying value over their fair value.

For the purposes of impairment testing for our Company-owned restaurants, we review our long-lived assets of such individual restaurants (primarily property and equipment and operating lease assets) that we intend to continue operating for impairment whenever events or changes in circumstances indicate that the carrying amount of a restaurant may not be recoverable. We evaluate the recoverability of these restaurant assets by comparing the estimated undiscounted future cash flows over the remaining useful life of the primary asset, which are based on our restaurant-specific assumptions, to the carrying value of such assets. For restaurant assets that may not be recoverable, an impairment loss is recognized for the excess of the carrying amount over the fair value. Fair value is an estimate of the price a market participant would pay for the restaurant and its related assets, including any operating lease assets, and is determined by discounting the estimated future cash flows of the restaurant, which include a deduction for royalties we would receive under a franchise agreement with terms substantially at market. The cash flows incorporate reasonable assumptions we believe a franchisee would make such as sales growth and margin improvement. The discount rate used in the fair value calculation is our estimate of the required rate of return that a franchisee would expect to receive when purchasing a similar restaurant and the related long-lived assets. The discount rate incorporates rates of returns for historical refranchising market transactions and is commensurate with the risks and uncertainty inherent in the forecasted cash flows.

Management judgment is necessary to estimate future cash flows, including cash flows from continuing use, terminal value, sublease income and refranchising proceeds. Accordingly, actual results could vary significantly from our estimates.

#### **Debt Issuance Costs**

Debt issuance costs are presented in the consolidated balance sheet as a direct deduction from the carrying amount of the related "Long-term debt, net" or as an asset in "Other assets" related to line-of-credit arrangements and are amortized as interest expense over the term of the related debt using the effective interest method.

#### **Income Taxes**

The Company is included in the consolidated U.S. federal and certain state income tax returns of Inspire. The Company provides for U.S. federal and state income taxes in accordance with a formal tax sharing agreement between Inspire and its subsidiaries (the "Tax Sharing Agreement"). By providing for taxes in accordance with the Tax Sharing Agreement, the Company has prepared its income tax provision under the pro rata method by recording the Company's relative contribution to the Inspire consolidated income tax provision. The Company makes tax payments directly to certain state governmental jurisdictions for itself and on behalf of Inspire and its subsidiaries. Differences between the Company's income tax provision and cash flows attributable to income taxes pursuant to the provisions of the Company's Tax Sharing Agreement have been recognized as contributions from and distributions to Parent. Current amounts due to IRB or affiliates are included in "Accrued expenses and other current liabilities."

The Company records income tax liabilities based on known obligations and estimates of potential obligations. A deferred tax asset or liability is recognized whenever there are (i) future tax effects from temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases or (ii) operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to the years in which those differences are expected to be recovered or settled. Deferred tax assets related to U.S. federal and state attributes are measured based on the Company's relative contribution to the Inspire consolidated deferred tax assets in accordance with the Tax Sharing Agreement. When considered necessary, the Company records a valuation allowance to reduce the carrying amount of deferred tax assets if it is more likely than not that all or a portion of the assets will not be realized on the Inspire consolidated federal tax return.

The Company applies a recognition threshold and measurement attribute for consolidated financial statement recognition and measurement of potential tax benefits associated with tax positions taken or expected to be taken in the Company's income tax returns ("Uncertain Tax Positions"). The Company uses a two-step process when evaluating tax positions. The Company first determines if it is more likely than not that a tax position will be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits of the position. A tax position that meets the more likely than not recognition threshold is then measured for purposes of consolidated financial statement recognition as the largest amount of benefit that is greater than 50% likely of being realized once the position is considered effectively settled.

Interest and penalties accrued for Uncertain Tax Positions are charged to "Income tax expense."

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Revenue Recognition**

Revenue is recognized in accordance with a five-step revenue model, as follows: identifying the contract with the customer; identifying the performance obligations in the contract; determining the transaction price; allocating the transaction price to the performance obligations; and recognizing revenue when (or as) the entity satisfies a performance obligation.

*Company-owned restaurant sales*

“Company-owned restaurant sales” includes revenues recognized when the performance obligation is satisfied, which occurs upon delivery of food to the customer at Company-owned restaurants. “Company-owned restaurant sales” excludes sales taxes collected from the Company’s customers.

*Franchise fees and royalty revenues*

“Franchise fees and royalty revenues” include franchise fees and royalties. The rights and obligations governing franchised restaurants are set forth in the franchise agreement. The franchise agreement generally provides for a 10 to 20-year initial term subject to certain conditions. Prior to the end of the franchise term or as otherwise provided the Company, a franchisee may elect to renew the term of a franchise agreement, depending on contract terms if certain conditions are met.

Royalties from franchised restaurants are based on a percentage of net sales of the franchised restaurant and are recognized as earned. Initial franchise fees are recorded within "Deferred revenue" on the Company's consolidated balance sheet when received and recognized as revenue over the contractual term of the franchise agreement, once a franchised restaurant is opened. Renewal franchise fees are recognized as revenue over the contractual term of the franchise agreement, once the license agreement is signed and the fee is paid. Franchise commitment fee deposits are forfeited and recognized as revenue upon the termination of the related commitments to open new franchised restaurants.

*Franchise contributions for advertising*

"Franchise contributions for advertising" primarily include contributions to advertising funds by franchisees that the Company's subsidiaries manage in the United States and certain foreign markets. The Company acts as a principal in the transactions entered into by the advertising funds and therefore consolidates based on the nature of the goods or services provided and/or our commitment to pay for advertising services in advance of the related franchisee contributions. Additionally, the advertising services provided to franchisees are highly interrelated with the franchise right and therefore not distinct. Franchisees remit to these consolidated advertising funds a percentage of restaurant sales as consideration for providing the advertising services. Contributions to advertising funds are generally due within the month after which the revenue was generated through sales of the franchised restaurant. Revenue related to these contributions is based on a percentage of restaurant sales and is recognized as earned.

*Rental income*

"Rental income" includes revenue from owned real estate the Company leases to third parties as well as sites leased and subleased. Noncancelable lease terms are generally initially between 10 and 20 years and, in most cases, provide for rent escalations and renewal options.

Rental income from real estate the Company owns and leases is recognized on a straight-line basis over the respective operating lease terms. Rental income for base rentals is recorded on a straight-line basis over the lease term. The differences between the straight-line rent amounts and amounts receivable under lease contracts are recorded as deferred rent assets in current or noncurrent assets, as appropriate. Variable lease receipts are recognized as earned, and any amounts received from lessees in advance of achieving stipulated thresholds are deferred until such thresholds are actually achieved. Deferred variable lease receipts are recorded as "Current portion of deferred revenue" in the consolidated balance sheet.

**Advertising Costs**

Production costs of commercials are expensed in the fiscal period the advertising is first aired while the costs of programming and other advertising, promotion and marketing programs are expensed as incurred. Company-owned restaurants, consistent with franchisees, are required to make contributions to advertising funds. Contributions are based on

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

a percentage of sales of Company-owned restaurants. These contributions as well as direct marketing costs we may incur outside of the advertising funds related to Company-owned restaurants are recorded within "Company-owned restaurant expenses." The Company-owned advertising expenses for the year ended January 2, 2022 were \$94.7 million. Franchise advertising expenses as a result of our obligation to spend franchisee contributions to those funds are recorded as "Franchise advertising and other services expenses." Beginning in 2021, at the end of each fiscal year, additional advertising costs are accrued to the extent advertising revenues exceed the related advertising expense to-date, as the Company is obligated to expend such amounts on advertising. This policy has been retrospectively applied to 2020 and results in an increase to "Total stockholder's deficit" as of January 3, 2021 of \$25.7 million that is reflected as an "Impact of change in accounting policy" in the the Company's consolidated statement of stockholder's deficit."

**Self-insurance**

The Company is self-insured, subject to certain insured stop-loss limits, for workers' compensation, health care and general liability claims. The Company provides for its estimated cost to settle both known claims and claims incurred but not yet reported. Liabilities associated with these claims are estimated, in part, by considering the frequency and severity of historical claims, both specific to the Company, as well as industry-wide loss experience, and other actuarial assumptions. The Company estimates workers' compensation and general liability obligations with the assistance of a third-party actuarial firm. Since there are many estimates and assumptions involved in estimating insurance liabilities, and in the case of workers' compensation, a significant period of time before ultimate resolution of claims, differences between actual future events and prior estimates and assumptions could result in adjustments to these liabilities. Such amounts are included in "Accrued expenses and other current liabilities" and "Other liabilities."

**Leases**

The Company evaluates the contracts it enters into to determine whether such contracts contain leases. A contract contains a lease if the contract conveys the right to control the use of identified property or equipment for a period of time in exchange for consideration. At commencement, contracts containing a lease are further evaluated for classification as an operating or finance lease where the Company is a lessee, or as an operating, sales type or direct financing lease where the Company is a lessor, based on their terms.

Management makes certain estimates and assumptions regarding each new lease and sublease agreement, renewal and amendment, including, but not limited to, property values, market rents, property lives, discount rates and probable term, all of which can impact the classification of and accounting for the Company's leases. The amount of depreciation and amortization, interest and rent expense and income reported would vary if different estimates and assumptions were used.

*Operating Leases*

Operating lease assets and liabilities are recognized upon lease commencement. The Company recognizes operating lease liabilities equal to the future unpaid lease payments for non-cancelable operating leases having an initial lease term in excess of one year, discounted by the Company's incremental borrowing rate. As most leases do not provide an implicit discount rate, the Company's incremental secured borrowing rate is used based on the information available at commencement date, including the lease term and market data, in determining the present value of lease payments.

Minimum lease payments or receipts, including minimum scheduled rent increases, are recognized as rent expense where the Company is a lessee, or income where the Company is a lessor, as applicable, on a straight-line basis over the applicable lease terms. There is a period under certain lease agreements referred to as a rent holiday that generally begins on the possession date and ends on the rent commencement date. During a rent holiday, no cash rent payments are typically due under the terms of the lease; however, expense is recorded for that period on a straight-line basis. Certain leases contain provisions, referred to as contingent rent, that require additional rental payments based upon restaurant sales volume. Contingent rent is recognized each period as the liability is incurred or the asset is earned.

Lease cost for operating leases is recognized on a straight-line basis and includes the amortization of the ROU asset and interest expense related to the operating lease liability. Variable lease cost for operating leases includes contingent rent. Leases with an initial term of 12 months or less are not recorded in the consolidated balance sheet. Lease costs are recorded in the consolidated statement of income based on the nature of the underlying lease as follows: (1) rental expense related to leases for Company-operated restaurants is recorded to "Company-owned restaurant expenses," (2) rental expense for leased property that is subsequently subleased to franchisees is recorded to "Occupancy expenses - franchise restaurants" and (3)

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

rental expense related to leases for corporate offices and equipment is recorded to "Selling, general and administrative expenses."

*Finance Leases*

Amounts of finance leases are recognized based on the present value of lease payments over the lease term. Lease cost for finance leases includes the amortization of the finance lease asset, which is amortized on a straight-line basis and recorded to "Depreciation and amortization," and interest expense on the finance lease liability, which is calculated using the effective interest method and recorded to "Interest expense, net." Finance lease assets are amortized over the shorter of their estimated useful lives or the terms of the respective leases, including periods covered by renewal options that the Company is reasonably assured of exercising.

*Policy elections*

Non-lease component - The Company has lease agreements with lease and non-lease components. The Company elected the practical expedient to not separate nonlease components from lease components for all classes of underlying assets.

**Fair Value Measurements**

The Company's financial instruments include cash, cash equivalents, restricted cash, accounts receivable, accounts payable and long-term debt. The fair value of cash, cash equivalents, restricted cash, accounts receivable and accounts payable approximates book value due to their short-term nature. The carrying values of goodwill and indefinite-lived intangible assets are tested annually for impairment or more frequently if an event occurs that indicates an impairment may have been incurred, using fair value measurements with unobservable inputs if a quantitative impairment testing approach is taken. Asset groups containing other long-lived assets are tested for impairment if an event occurs that indicates an impairment may have been incurred, using fair value measurements with unobservable inputs. The Company has not changed the valuation techniques used in measuring the fair value of any financial assets or liabilities during the current year.

For certain of the Company's assets and liabilities, valuation techniques under the accounting guidance related to fair value measurements are based on observable and unobservable inputs. Observable inputs reflect readily obtainable data from independent sources, while unobservable inputs reflect the Company's market assumptions. These inputs are classified into the following hierarchy:

**Level 1 Inputs:** Quoted prices for identical assets or liabilities in active markets.

**Level 2 Inputs:** Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active, and model-derived valuations whose inputs are observable or whose significant value drivers are observable.

**Level 3 Inputs:** Pricing inputs are unobservable for the assets or liabilities and include situations where there is little, if any, market activity for the assets or liabilities. The inputs into the determination of fair value require significant management judgment or estimation.

**Contributions from and Distributions to Parent**

Contributions from and distributions to Parent principally result from transactions with the Parent conducted in accordance with Inspire's centralized cash management policy. Such amounts are not expected to be repaid. The Company presents contributions from and distributions to Parent on a net basis on the statement of stockholder's deficit. The net distributions in a year are first recorded to "Retained earnings", if any, until the cumulative retained earnings balance is reduced to zero. Any remaining distributions in a year are then recorded to "Additional paid-in capital," if any, until the cumulative "Additional paid-in capital" balance is reduced to zero and are then subsequently recorded to "Accumulated deficit." The net contributions in a year are recorded to "Additional paid-in capital." The Company presents contributions from and distributions to Parent on a net basis as a financing activity on the statement of cash flows.



**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Immaterial Error Corrections to Previously Issued Financial Statements**

The Company identified immaterial errors related to impairment testing for Company-owned restaurants during the year ended January 3, 2021. During 2021, the Company reperformed all impairment assessments in accordance with ASC 360 for Company-owned restaurants, which indicated an overstatement of non-cash impairment charges for the associated asset groups in the prior year. The effects of such corrections resulted in a reduction of "Total stockholder's deficit" as of January 3, 2021 from \$347.1 million as previously reported to \$327.8 million as currently reflected in the the Company's consolidated statement of stockholder's deficit.

**Subsequent Events**

In preparing the consolidated financial statements, the Company has reviewed and considered all significant events occurring subsequent to January 2, 2022 and up until March 25, 2022, the date the consolidated financial statements were available to be issued.

**New Accounting Pronouncements Not Yet Adopted**

*Credit Losses (ASU 2016-13)*

In June 2016, the FASB issued ASU No. 2016-13, "*Financial Instruments - Credit Losses (Topic 326)*". This update requires measurement and recognition of expected versus incurred credit losses for financial assets held. The standard is effective for the Company prospectively in our first quarter of fiscal 2023 and any impact upon adoption will be reflected through a cumulative-effect adjustment to Retained earnings as of the beginning of 2023. The Company is currently evaluating the effect that this pronouncement will have on its consolidated financial statements and related disclosures.

*Secured Overnight Financing Rate (ASU 2020-04)*

In March 2020, the FASB issued ASU 2020-04, "*Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*" ("ASU 2020-04"). In January 2021, the FASB clarified the scope of this guidance with the issuance of ASU 2021-01, *Reference Rate Reform: Scope*. ASU 2020-04 provides optional expedients and exceptions for applying U.S. GAAP for contracts, hedging relationships and other transactions that reference the London Interbank Offered Rate ("LIBOR") or another reference rate if certain criteria are met. ASU 2020-04 may be applied prospectively to contract modifications made and hedging relationships entered into or evaluated on or before December 31, 2022. The Company is currently evaluating the potential effects of the adoption of ASU 2020-04.

**3. DISPOSITIONS**

The table below summarizes the Company's restaurant disposition activity with franchisees for the year ended January 2, 2022:

<i>(dollars in thousands)</i>	<b>2021</b>
<b>Dispositions:</b>	
Restaurants sold to franchisees	86
Proceeds from the sale of Company-owned restaurants	\$ 53,355
Refranchising gains, net included in "Other operating income, net"	\$ 20,221

Prior to recognizing a gain or loss on any of the purchases and sales of restaurant businesses, the Company assessed the key valuation assumptions and whether all assets and liabilities had been correctly identified. Resulting gains or losses on individual transactions are recorded in "Other operating income, net" as these transactions are a recurring part of our business.

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**4. ACCOUNTS AND NOTES RECEIVABLE, NET**

Accounts and notes receivable, net as of January 2, 2022 consist of the following:

<i>(dollars in thousands)</i>	<b>2021</b>
Card receivables	\$ 8,911
Advertising dues	9,405
Royalties and fees	10,106
Other	12,664
Accounts and notes receivable, gross	41,086
Allowance for doubtful accounts	(796)
Accounts and notes receivable, net	<u>\$ 40,290</u>

**5. PROPERTY AND EQUIPMENT, NET**

Property and equipment, net as of January 2, 2022 consists of the following:

<i>(dollars in thousands)</i>	<b>2021</b>
<b>Owned:</b>	
Land	\$ 61,776
Buildings	77,331
Restaurant and other equipment	311,104
Leasehold improvements	318,580
Construction in progress	16,001
<b>Leased:</b>	
Finance lease assets	193,103
Total property and equipment, gross	977,895
Accumulated depreciation and amortization <sup>(a)</sup>	(455,006)
Total property and equipment, net	<u>\$ 522,889</u>

(a) Includes \$71.2 million of accumulated amortization related to finance lease assets as of January 2, 2022. Depreciation expense was \$76.6 million in 2021.

**6. INTANGIBLE ASSETS, NET**

The carrying value of the Company's intangible assets as of January 2, 2022 consists of the following:

<i>(dollars in thousands)</i>	<b>Weighted average useful life</b>	<b>2021</b>		
		<b>Gross Carrying Amount</b>	<b>Accumulated Amortization</b>	<b>Net</b>
Trademark/trade name	Indefinite	\$ 250,000	\$ —	\$ 250,000
Reacquired franchise rights	1 - 20 years	66,116	(23,703)	42,413
Computer software	1 - 7 years	17,059	(14,109)	2,950
Franchise agreements	20 years	7,400	(3,885)	3,515
Other	20 years	1,300	(683)	617
Intangible assets		<u>\$ 341,875</u>	<u>\$ (42,380)</u>	<u>\$ 299,495</u>

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

<i>(dollars in thousands)</i>	<b>Total</b>
<b>Aggregate amortization expense:</b>	
<b>Actual for fiscal year:</b>	
2021	7,239
<b>Estimate for fiscal year:</b>	
2022	6,075
2023	5,157
2024	4,542
2025	3,916
2026	3,420
Thereafter	26,386
	<u>\$ 49,495</u>

**7. ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES**

Accrued expenses and other current liabilities as of January 2, 2022 consist of the following:

<i>(dollars in thousands)</i>	<b>2021</b>
Accrued payroll and incentive compensation	\$ 25,534
Accrued income taxes	35,525
Other accrued taxes	13,558
Advertising funds	28,227
Other	50,804
Total	<u>\$ 153,648</u>

**8. LONG-TERM DEBT, NET**

Outstanding debt as of January 2, 2022 consists of following:

<i>(dollars in thousands)</i>	<b>2021</b>
Arby's Securitization Notes <sup>(a)</sup>	\$ 937,488
Finance lease obligations	200,279
Other	2,442
Debt issuance costs, net	(10,648)
Total debt, net, including current portion	1,129,561
Less amounts payable within one year	(30,170)
Long-term debt, net	<u>\$ 1,099,391</u>

(a) As of January 2, 2022, the fair value of the Arby's Securitization Notes is \$962.4 million. They are classified within Level 2, as defined under GAAP. The fair values were estimated using inputs based on bid and offer prices.

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Securitization Notes**

Arby's Funding, LLC (the "Issuer"), which is an indirect wholly owned subsidiary of the Company, through a series of securitization transactions has issued fixed rate senior secured notes and unsecured variable funding notes, collectively referred to as the "Arby's Securitization Notes". The following table summarizes the Arby's Securitization Notes outstanding as of January 2, 2022:

<i>(dollars in thousands)</i>	Issuance Date	Anticipated Repayment Date <sup>(a)</sup>	Outstanding Principal	Interest Rate	
				Stated	Effective <sup>(d)</sup>
2020 Class A-2 Senior Secured Fixed Rate Notes (b)	July 2020	July 2027	\$ 814,688	3.24%	3.50%
2020 Class A-1 Variable Funding Notes	July 2020	July 2027	122,800	(c)	3.27%
<b>Total</b>			<b>\$ 937,488</b>		

- (a) The legal final maturity dates of the Arby's Securitization Notes issued in 2020 are July 2050. If the Arby's Issuer has not repaid or refinanced the 2020 Notes prior to the anticipated repayment date, additional interest will accrue pursuant the terms of the underlying securitization agreement (the "Arby's Indenture").
- (b) Interest on the 2020 Class A-2 Senior Secured Fixed Rate Notes ("2020 Class A-2 Notes") is payable on a quarterly basis.
- (c) The 2020 Class A-1 Variable Funding Notes ("2020 Class A-1 Notes") bear interest at a variable rate based on Prime Rate or LIBOR plus 3.00% margin. The 2020 Class A-1 Notes will also be subject to certain commitment fees in respect of the portion of the commitments not utilized of the investors thereunder and certain fees in respect of letters of credit issued thereunder.
- (d) Includes the effects of the amortization of any debt issuance costs recorded as Interest expense, net. The effective rates are based on LIBOR-based interest rates through January 2, 2022.

The Arby's Securitization Notes were issued in securitization transactions pursuant to which certain franchise-related agreements, intellectual property, in each case relating to the U.S., Canada, Turkey and Qatar, and real property were contributed by various subsidiaries of the Company to the Issuer and certain other limited-purpose, bankruptcy remote, wholly-owned and indirect subsidiaries of the Issuer, each of which acts as a guarantor (the "Guarantors") of the Arby's Securitization Notes and has pledged substantially all of its assets to secure the obligations of the Issuer. Other than the Guarantors, neither the Company nor any of its other direct or indirect subsidiaries guarantees or is in any way liable for the obligations under the Arby's Securitization Notes.

As of January 2, 2022, the Company had \$122.8 million in outstanding borrowings under the 2020 Class A-1 Notes, exclusive of \$27.1 million of outstanding letters of credit. As of January 2, 2022, there was \$0.1 million of remaining capacity for future borrowings.

The Arby's Securitization Notes are subject to a series of covenants and restrictions customary for transactions of this type. If certain covenants or restrictions are not met, the Arby's Securitization Notes are subject to customary accelerated repayment events and events of default. Although the Company does not anticipate an event of default or any other event of noncompliance with the provisions of the debt, if such event occurred, the unpaid amounts outstanding could become immediately due and payable. As of January 2, 2022, the Company was in compliance with all debt covenant requirements.

Aggregate annual maturities of long-term debt (excluding the effects of finance lease obligations, other, and debt issuance costs, net) as of January 2, 2022 were as follows:

<b>Fiscal Year</b> <i>(dollars in thousands)</i>	<b>Total</b>
2022	\$ 8,250
2023	8,250
2024	8,250
2025	8,250
2026	8,250
Thereafter	896,238
	<b>\$ 937,488</b>

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**9. LEASES**

The Company is party as a lessee and/or lessor to various leases for restaurants and other property, including land and buildings, as well as leases for office equipment and automobiles. In addition, the Company has leased and subleased land and buildings to others.

Included in the Company's consolidated balance sheet were the following amounts related to operating and finance lease assets and lease liabilities (dollars in thousands):

Leases	Classification	2021
<b>Assets</b>		
Operating lease assets	Operating lease assets, net	\$ 474,385
Finance lease assets	Property and equipment, net	121,875
Total leased assets		\$ 596,260
<b>Liabilities</b>		
Current		
Operating	Current operating lease liabilities	\$ 55,789
Finance	Current portion of long-term debt	21,920
Noncurrent		
Operating	Long-term operating lease liabilities	462,768
Finance	Long-term debt, net	178,359
Total lease liabilities		\$ 718,836

*(dollars in thousands)*

Lease Cost	Classification	2021
Operating lease cost <sup>(a)</sup>	Company-owned restaurant expenses	\$ 73,300
Finance lease cost		
Amortization of leased assets	Depreciation and amortization	20,335
Interest on lease liabilities	Interest expense, net	21,111
Rental and sublease income	Rental income	(8,404)
Net lease cost		\$ 106,342

(a) Includes an immaterial amount within "Selling, general and administrative expenses." Additionally, includes short-term leases and variable lease costs, which are immaterial.

Future lease commitments to be paid and received by the Company as of January 2, 2022 are as follows:

Fiscal Year	Payments		Receipts	
	Operating	Finance	Operating	Net Leases
2022	\$ 81,921	\$ 41,651	\$ (9,782)	\$ 113,791
2023	79,857	36,435	(9,141)	107,150
2024	76,676	33,978	(8,946)	101,707
2025	70,774	32,633	(7,330)	96,077
2026	61,289	28,878	(6,371)	83,796
Thereafter	295,508	172,177	(15,265)	452,419
Total	\$ 666,025	\$ 345,751	\$ (56,835)	\$ 954,940
Less interest	(147,468)	(145,472)		
Present value of lease liabilities	\$ 518,557	\$ 200,279		

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

<b>Lease Term and Discount Rate</b>	<b>2021</b>
<b>Weighted-average remaining lease term (years)</b>	
Operating leases	9.91
Finance leases	10.33
<b>Weighted-average discount rate</b>	
Operating leases	5.03 %
Finance leases	13.98 %

*(dollars in thousands)*

<b>Other Information</b>	<b>2021</b>
<b>Cash paid for amounts included in the measurement of lease liabilities</b>	
Operating cash flows from operating leases	\$ 80,296
Operating cash flows from finance leases	\$ 21,233
Financing cash flows from finance leases	\$ 21,902
<b>Supplemental non-cash information on lease liabilities arising from obtaining right-of-use assets:</b>	
ROU assets obtained in exchange for new finance lease liabilities	\$ 4,673
ROU assets obtained in exchange for new operating leases liabilities	\$ 32,093

## 10. REVENUE RECOGNITION

As of January 2, 2022, contract liabilities (deferred revenue included in current and long-term liabilities) were \$18.0 million. Deferred revenue primarily represents the Company's remaining performance obligations under its franchise and license agreements for which consideration has been received or is receivable, and is generally recognized on a straight-line basis over the remaining term of the related agreement. The Company recognized \$2.5 million of revenues associated with prior year deferred franchise fees for the year ended January 2, 2022, offset by cash payments received or due in advance of satisfying our performance obligations.

The following table reflects the estimated franchise fees to be recognized in the future related to performance obligations that are unsatisfied at the end of the period:

<b>Fiscal Year <i>(dollars in thousands)</i></b>	<b>Total</b>
2022	\$ 1,471
2023	1,191
2024	1,088
2025	1,012
2026	916
Thereafter	12,280
<b>Total</b>	<b>\$ 17,958</b>

## 11. INCOME TAXES

Income before income taxes for the year ended January 2, 2022 is set forth below:

<i>(dollars in thousands)</i>	<b>2021</b>
Domestic	\$ 155,897
Foreign	54
<b>Income before income taxes</b>	<b>\$ 155,951</b>

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Income tax expense / (benefit) is set forth below:

<i>(dollars in thousands)</i>	<b>2021</b>
Federal	\$ 32,076
State	9,001
Foreign	379
Current tax expense	41,456
Federal	(3,584)
State	1,227
Foreign	—
Deferred tax benefit	(2,357)
Income tax expense	<u>\$ 39,099</u>

The Company's effective tax rate for the year ended January 2, 2022 was 25.1%. The income tax expense differs from the amount computed by applying the federal income tax rate as follows:

<i>(dollars in thousands)</i>	<b>2021</b>
Income tax provision at the U.S. federal statutory rate	\$ 32,750
State income tax expense	8,174
U.S. federal tax credits	(1,429)
Other	(396)
Total income tax expense	<u>\$ 39,099</u>

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Deferred tax assets (liabilities) as of January 2, 2022 are set forth below:

<i>(dollars in thousands)</i>	<b>2021</b>
Deferred tax assets:	
Operating lease liabilities	\$ 135,485
Other lease liabilities	51,613
Accrued compensation and related benefits	11,386
Deferred revenue	7,259
Amortization of goodwill	6,250
Interest expense carryforward	3,387
Operating loss and tax credit carryforwards	664
Other	5,031
Gross deferred tax assets	221,075
Valuation allowance	(13)
Total deferred tax assets	<u>221,062</u>
Deferred tax liabilities:	
Operating lease assets	(128,526)
Intangible asset - trademark/trade name	(65,523)
Property and equipment	(54,729)
Other lease assets	(26,719)
Intangible asset - franchise rights	(2,234)
Other	(2,840)
Total deferred tax liabilities	<u>(280,571)</u>
Deferred tax liabilities, net	<u>\$ (59,509)</u>

Operating loss and tax credit carryforwards primarily consist of net operating losses of various U.S. state jurisdictions and unused foreign tax credits that expire from 2025-2041, and an immaterial amount that have no expiration. The Company's valuation allowance is related to net operating losses from certain state jurisdictions. During the year ended January 2, 2022, there were immaterial changes to the valuation allowance.

As of January 2, 2022, the Company's unremitted foreign earnings were immaterial. The Company considers the unremitted earnings of its Canadian subsidiary to not be permanent in duration. Any repatriation by way of a dividend may be subject to foreign and U.S. federal and state income taxes.

The U.S. federal income tax returns for all years ended through January 1, 2017 are settled. The U.S. federal income tax returns for the years ended January 3, 2021, December 29, 2019, December 30, 2018, and December 31, 2017 remain subject to examination. Certain of the Company's state income tax returns from fiscal year 2011 forward remain subject to examination. Various state income tax returns are currently under examination.

**Uncertain Tax Positions**

As of January 2, 2022, the Company had unrecognized tax benefits of \$1.6 million, which if resolved favorably would reduce income tax expense by \$1.2 million.



**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

<i>(dollars in thousands)</i>	<b>2021</b>
Beginning balance	\$ 1,144
Additions:	
Tax positions related to current year	426
Tax positions of prior years	38
Reductions:	
Lapse of statute of limitations	(50)
Ending balance	\$ 1,558

During the fiscal year ending January 1, 2023, the Company believes a reduction in unrecognized tax benefits by an immaterial amount is reasonably possible, primarily as a result of the expiration of certain state statutes of limitations.

The Company did not have material accrued balances related to potential interest and penalties for uncertain tax positions as of January 2, 2022.

**12. RETIREMENT BENEFIT PLAN**

The Company has 401(k) defined contribution plans (the "401(k) Plans") in which all employees who meet certain minimum requirements may elect to participate. The 401(k) Plans permit employees to contribute pretax wages, subject to certain limitations. The 401(k) Plans provide for employer matching contributions of up to 4% or 6% of eligible compensation and for discretionary profit sharing contributions. In connection with the matching and profit sharing contributions, the Company recorded expense of \$3.6 million for the year ended January 2, 2022.

**13. GUARANTEES AND OTHER COMMITMENTS AND CONTINGENCIES**

**Term Loans and Revolving Credit Facility Guarantee**

IRB entered into a credit agreement (the "IRB Credit Agreement") that provides for secured credit facilities, including the IRB Term Loan B Facility due February 2025, the IRB Term Loan B Facility due December 2027 (together the "IRB Term Loans") and a revolving credit facility (the "IRB Revolving Credit Facility") with revolving loans up to an aggregate maximum of \$490.0 million. The IRB Credit Agreement contains customary provisions relating to mandatory prepayments, voluntary prepayments, conditions to borrowings and issuances of letters of credit under the IRB Revolving Credit Facility, representations and warranties, affirmative covenants, negative covenants and events of default. All obligations under the IRB Credit Agreement are guaranteed by the Company and its subsidiaries and secured by substantially all assets of the Company and its subsidiaries.

As of January 2, 2022, approximately \$5,056.7 million was outstanding under the IRB Term Loans. As of January 2, 2022, \$9.1 million of letters of credit were outstanding under the IRB Revolving Credit Facility. As of January 2, 2022, there was approximately \$480.9 million remaining capacity for future borrowings.

**IRB Senior Notes Guarantee**

IRB entered into indentures and issued notes (the "IRB Senior Notes") in 2018 (the "2018 Notes") and 2020 (the "2020 Notes") in an aggregate principal amount of \$485.0 million and \$750.0 million, respectively. The maturity dates of the 2018 Notes and 2020 Notes are February 2026 and June 2025, respectively. The 2018 Notes are senior unsecured obligations of IRB and effectively subordinated to all secured indebtedness of IRB. The 2020 Notes are senior secured obligations of IRB. The IRB Senior Notes are guaranteed by the Company. As of January 2, 2022, approximately \$1,235.0 million was outstanding under the IRB Senior Notes.

**Lease Commitments**

The Company guarantees the performance of lease obligations for formerly Company-owned restaurant locations. The guarantees, which extend through 2027, aggregated to a maximum of \$2.4 million as of January 2, 2022. At this time, the Company does not anticipate any material defaults under the foregoing leases; therefore, no liability has been recognized.

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Beverage Agreements**

The Company has purchase commitments through 2027 related to various beverage agreements. Based on current prices and the current ratio of company-owned to franchised restaurants, as of January 2, 2022 the total remaining purchase commitments related to these agreements is estimated to be \$82.5 million.

**Advertising Commitments**

The Company has purchase commitments related to the execution of its advertising strategies, including agency fees and media buy obligations. Because most media purchase commitments can be canceled within 90 days of scheduled broadcasts, the Company does not believe these agreements would have a significant impact on its operations.

**14. TRANSACTIONS WITH RELATED PARTIES**

Shared service costs from Inspire are directly incurred and were allocated to the Company based on revenues. For the year ended January 2, 2022, shared service costs were \$90.7 million and are included in "Selling, general and administrative expenses." As a result of these allocations, the Company's results of operations may not be indicative of those that would be achieved if they had operated on a stand-alone basis.

Additionally, a summary of balances between the Company and its related parties for the year ended January 2, 2022 is as follows:

<i>(dollars in thousands)</i>	<b>2021</b>
<b>Balances with related parties:</b>	
Note receivable from ARG IH LLC (a)	\$ 380,000
Note receivable from IRB (b)	\$ 122,800

- (a) During 2015, the Company issued a note receivable to ARG IH LLC due on demand and in no case later than July 30, 2027 with interest accruing at 1.58% per annum, payable quarterly. During 2021, the Company recorded interest income of \$6.0 million within "Other income, net." There was no accrued interest as of January 2, 2022. ARG IH LLC does not have the intent to cash settle this note receivable with the Company under the terms of the arrangement and therefore is classified in "Note receivable from Parent" in the consolidated balance sheet and consolidated statement of stockholder's deficit.
- (b) During 2020, in conjunction with the Inspire acquisition of Dunkin Brands Group, Inc., the Company issued a note receivable to IRB ("2020 Affiliate Notes") due on demand and in no case later than June 15, 2023 with interest accruing at 4.00% per annum, payable quarterly. During September 2021, the Company received a payment in full from IRB for the 2020 Affiliate Notes. During December 2021, the Company reissued a note receivable to IRB due on demand and in no case later than January 18, 2022. The Company recorded interest income of \$3.6 million for the year ended 2021 within "Other income, net." There was no accrued interest as of January 2, 2022. IRB has the ability and intent to cash settle this note receivable with the Company under the terms of the arrangement.

**15. LEGAL AND ENVIRONMENTAL MATTERS**

The Company is involved in various litigation and claims incidental to its business. Although the outcome of these matters cannot be predicted with certainty and some of these matters may be resolved unfavorably to the Company, based on currently available information, including legal defenses available to the Company and its legal reserves and insurance coverages, the Company does not believe that the outcome of these legal matters will have a material adverse effect on its consolidated financial position, results of operations or cash flows.

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# Arby's Restaurant Group, Inc. and Subsidiaries

(An Indirect Wholly-Owned Subsidiary of Inspire Brands, Inc.)

*Consolidated Financial Statements  
as of January 3, 2021 and December 29, 2019 and for the Years Ended  
January 3, 2021, December 29, 2019 and December 30, 2018 and  
Independent Auditors' Report*

## ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES

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## **INDEPENDENT AUDITORS' REPORT**

To the Board of Directors and Stockholder of  
Arby's Restaurant Group, Inc. and Subsidiaries  
Atlanta, Georgia

We have audited the accompanying consolidated financial statements of Arby's Restaurant Group, Inc. and subsidiaries (the "Company" and an indirect wholly-owned subsidiary of Inspire Brands, Inc.), which comprise the consolidated balance sheets as of January 3, 2021 and December 29, 2019, and the related consolidated statements of operations and comprehensive income, stockholder's deficit, and cash flows for the years ended January 3, 2021, December 29, 2019, and December 30, 2018, and the related notes to the consolidated financial statements.

### **Management's Responsibility for the Consolidated Financial Statements**

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

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of January 3, 2021 and December 29, 2019, and the

results of its operations and its cash flows for the years ended January 3, 2021, December 29, 2019, and December 30, 2018 in accordance with accounting principles generally accepted in the United States of America.

**Emphasis of Matter**

As discussed in Notes 2 and 9 to the consolidated financial statements, effective December 30, 2019, the Company adopted Financial Accounting Standards Board Accounting Standards Update No. 2016-02, *Leases (Topic 842)*, and related subsequent amendments using the modified retrospective approach. Our opinion is not modified with respect to this matter.

*Deloitte + Touche LLP*

March 25, 2021

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**  
(In thousands, except share data)

	January 3, 2021	December 29, 2019
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 52,185	\$ 33,606
Restricted cash and cash equivalents	11,306	12,938
Accounts and notes receivable, net	40,152	30,783
Inventories	12,837	13,715
Prepaid expenses and other current assets	18,197	24,126
Total current assets	134,677	115,168
Properties and equipment, net	543,821	630,902
Goodwill	17,619	17,619
Intangible assets, net	309,474	322,260
Operating lease assets	458,184	—
Note receivable from affiliate	122,800	—
Other assets	7,447	7,437
Total assets	<u>\$ 1,594,022</u>	<u>\$ 1,093,386</u>
<b>LIABILITIES AND STOCKHOLDER'S DEFICIT</b>		
Current liabilities:		
Current portion of long-term debt	\$ 28,484	\$ 29,740
Current operating lease liabilities	54,084	—
Accounts payable	37,262	43,874
Accrued expenses and other current liabilities	127,434	97,777
Total current liabilities	247,264	171,391
Long-term debt, net	1,115,227	988,217
Long-term operating lease liabilities	480,666	—
Deferred tax liabilities	55,569	56,993
Other liabilities	42,365	104,427
Commitments and contingencies (Note 17)		
Stockholder's deficit:		
Common stock, \$1.00 par value; 1,000 shares authorized, issued and outstanding as of January 3, 2021 and December 29, 2019	1	1
Additional paid-in capital	13,133	60,794
Note receivable from Parent	(380,054)	(380,000)
Retained earnings	—	89,621
Accumulated other comprehensive income (loss)	294	(336)
Total Arby's Restaurant Group, Inc. stockholder's deficit	(366,626)	(229,920)
Noncontrolling interest	19,557	2,278
Total stockholder's deficit	(347,069)	(227,642)
Total liabilities and stockholder's deficit	<u>\$ 1,594,022</u>	<u>\$ 1,093,386</u>

See accompanying notes to consolidated financial statements.

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
(In thousands)

	Year Ended January 3, 2021	Year Ended December 29, 2019	Year Ended December 30, 2018
<b>Revenues:</b>			
Company-owned restaurant revenues	\$ 1,591,872	\$ 1,415,816	\$ 1,363,459
Franchise and other revenues	212,376	195,901	192,098
Total revenues	<u>1,804,248</u>	<u>1,611,717</u>	<u>1,555,557</u>
<b>Costs and expenses:</b>			
<b>Cost of sales:</b>			
Food and paper	467,133	420,074	411,015
Restaurant labor	433,815	409,986	396,492
Occupancy, advertising and other operating expenses	<u>327,729</u>	<u>303,719</u>	<u>294,185</u>
Total cost of sales	1,228,677	1,133,779	1,101,692
General and administrative	157,414	172,828	164,423
Franchise related advertising costs	78,108	97,303	96,161
Depreciation and amortization	89,689	92,300	82,236
Impairments	13,968	3,338	2,887
Loss on settlement of franchise rights, net	—	—	400
Other operating expense (income), net	<u>(2,254)</u>	<u>3,838</u>	<u>(1,854)</u>
Total costs and expenses	1,565,602	1,503,386	1,445,945
Operating income	238,646	108,331	109,612
Interest expense	56,957	62,505	58,839
Loss on extinguishment of debt	17,516	—	—
Gain on bargain purchase	—	(708)	(238)
Other income, net	<u>(6,435)</u>	<u>(6,151)</u>	<u>(6,138)</u>
Income before income taxes	170,608	52,685	57,149
Income tax expense	32,197	11,603	14,832
Net income including noncontrolling interest	138,411	41,082	42,317
Net income (loss) attributable to noncontrolling interest	17,342	7	(126)
Net income attributable to Arby's Restaurant Group, Inc.	<u>\$ 121,069</u>	<u>\$ 41,075</u>	<u>\$ 42,443</u>

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(in thousands)

	Year Ended January 3, 2021	Year Ended December 29, 2019	Year Ended December 30, 2018
Net income including noncontrolling interest	\$ 138,411	\$ 41,082	\$ 42,317
<b>Other comprehensive income (loss):</b>			
Foreign currency translation adjustment, net of tax	<u>630</u>	<u>6</u>	<u>(32)</u>
Comprehensive income including noncontrolling interest	139,041	41,088	42,285
Comprehensive income (loss) attributable to noncontrolling interest	<u>17,342</u>	<u>7</u>	<u>(126)</u>
Comprehensive income attributable to Arby's Restaurant Group, Inc.	<u>\$ 121,699</u>	<u>\$ 41,081</u>	<u>\$ 42,411</u>

See accompanying notes to consolidated financial statements.



**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF STOCKHOLDER'S DEFICIT**  
(In thousands, except share data)

	Common Stock		Additional Paid-in Capital	Note Receivable from Parent	Retained Earnings	Accumulated Other Comprehensive Loss	Total Arby's Restaurant Group Stockholder's Deficit	Noncontrolling Interest	Total Stockholder's Deficit
	Shares	Amount							
Balance at December 31, 2017	1,000	\$ 1	\$ 51,288	\$ (380,000)	\$ 116,830	\$ (310)	\$ (212,191)	\$ —	\$ (212,191)
Net income	—	—	—	—	42,443	—	42,443	(126)	42,317
Foreign currency translation adjustment	—	—	—	—	—	(32)	(32)	—	(32)
Adoption of accounting standard (Note 2)	—	—	—	—	(6,119)	—	(6,119)	2,390	(3,729)
Share-based compensation	—	—	2,570	—	—	—	2,570	—	2,570
Dividend paid	—	—	—	—	(79,953)	—	(79,953)	—	(79,953)
Non-cash distributions to Parent	—	—	—	—	(10,014)	—	(10,014)	—	(10,014)
Non-cash capital contribution from Parent	—	—	4,913	—	—	—	4,913	—	4,913
Balance at December 30, 2018	1,000	1	58,771	(380,000)	63,187	(342)	(258,383)	2,264	(256,119)
Net income	—	—	—	—	41,075	—	41,075	7	41,082
Foreign currency translation adjustment	—	—	—	—	—	6	6	—	6
Share-based compensation	—	—	1,288	—	—	—	1,288	—	1,288
Proceeds from exercise of stock option	—	—	56	—	—	—	56	—	56
Capital contributions from Parent	—	—	679	—	—	—	679	—	679
Non-cash capital distributions to Parent	—	—	—	—	(14,659)	—	(14,659)	—	(14,659)
Other	—	—	—	—	18	—	18	7	25
Balance at December 29, 2019	1,000	1	60,794	(380,000)	89,621	(336)	(229,920)	2,278	(227,642)
Net income	—	—	—	—	121,069	—	121,069	17,342	138,411
Foreign currency translation adjustment	—	—	—	—	—	630	630	—	630
Share-based compensation	—	—	880	—	—	—	880	—	880
Adoption of accounting standard (Note 2)	—	—	—	—	(4,073)	—	(4,073)	—	(4,073)
Capital contributions from Parent	—	—	327,389	—	—	—	327,389	—	327,389
Dividend paid	—	—	(375,334)	—	(206,686)	—	(582,020)	—	(582,020)
Other	—	—	(596)	(54)	69	—	(581)	(63)	(644)
Balance at January 3, 2021	1,000	\$ 1	\$ 13,133	\$ (380,054)	\$ —	\$ 294	\$ (366,626)	\$ 19,557	\$ (347,069)

See accompanying notes to consolidated financial statements.

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(In thousands)

	Year Ended January 3, 2021	Year Ended December 29, 2019	Year Ended December 30, 2018
Cash flows from operating activities:			
Net income including noncontrolling interest	\$ 138,411	\$ 41,082	\$ 42,317
Adjustments to reconcile net income including noncontrolling interest to net cash provided by operating activities:			
Depreciation and amortization	89,689	92,300	82,236
Amortization of debt issuance costs	2,200	2,317	2,337
(Gain) loss on disposal of assets	(1,080)	6,178	2,052
Loss on extinguishment of debt	17,516	—	—
Deferred income tax expense (benefit)	(169)	(1,431)	9,823
Share-based compensation	880	1,288	2,570
Impairments	13,968	3,338	2,887
Net receipt (recognition) of deferred vendor incentive	(2,792)	(219)	20,809
Gain on bargain purchase	—	(708)	(238)
Provision for doubtful accounts	393	(18)	(121)
Non-cash rent credits, net	—	(6,724)	(7,604)
Deferred lease incentives	—	(2,501)	2,086
Other, net	3,639	296	3,221
Changes in operating assets and liabilities:			
Accounts and notes receivable	(9,762)	(1,357)	11,096
Inventories	878	(757)	235
Prepaid expenses and other current assets	1,265	(2,234)	2,676
Operating lease assets and liabilities	(11,300)	—	—
Accounts payable	3,144	(6,325)	1,981
Accrued expenses and other current liabilities	38,956	14,154	(16,186)
Net cash provided by operating activities	<u>285,836</u>	<u>138,679</u>	<u>162,177</u>
Cash flows from investing activities:			
Capital expenditures	(49,807)	(110,612)	(91,300)
Proceeds from disposition of assets	3,047	587	1,075
Business acquisitions, net of cash acquired	—	(93,773)	(30,529)
Issuance of note receivable	(122,800)	—	—
Net cash used in investing activities	<u>(169,560)</u>	<u>(203,798)</u>	<u>(120,754)</u>
Cash flows from financing activities:			
Proceeds from issuance of debt	1,091,938	105,808	161,080
Debt repayments	(909,611)	(100,458)	(105,225)
Dividends paid	(582,020)	—	(79,953)
Proceeds from exercise of stock options	—	56	—
Premiums paid on extinguishment of debt	(12,374)	—	—
Debt issuance costs	(14,651)	—	—
Proceeds from financing method sale-leaseback transaction	—	58,944	4,129
Contributions from Parent	327,389	679	—
Net cash provided by (used in) financing activities	<u>(99,329)</u>	<u>65,029</u>	<u>(19,969)</u>
Net increase (decrease) in cash, cash equivalents and restricted cash	16,947	(90)	21,454
Cash, cash equivalents and restricted cash at beginning of period	46,544	46,634	25,180
Cash, cash equivalents and restricted cash at end of period	<u>\$ 63,491</u>	<u>\$ 46,544</u>	<u>\$ 46,634</u>
Supplemental disclosures of cash flow information:			
Cash paid (refunded) during the year for:			
Interest	\$ 57,732	\$ 62,177	\$ 55,647
Income taxes	\$ 1,646	\$ 4,088	\$ (4,314)
Supplemental disclosures of non-cash investing and financing activities:			
Capital expenditures included in accounts payable	\$ 6,144	\$ 11,209	\$ 11,841
Assets acquired by capital lease	\$ 17,336	\$ 19,885	\$ 57,516
Capital lease liabilities assumed in acquisitions	\$ —	\$ 440	\$ 15,341

See accompanying notes to consolidated financial statements.

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. DESCRIPTION OF BUSINESS**

Arby's Restaurant Group, Inc. (collectively, with its subsidiaries, "Arby's," or the "Company") is a wholly owned subsidiary of IRB Holding Corp. ("IRB") whose ultimate parent is Inspire Brands, Inc. ("Inspire").

The Company operates in the quick service restaurant business through Company-owned and franchised Arby's® restaurants that feature a variety of deli-inspired sandwiches and complementary side items and desserts. As of January 3, 2021, the Company had 1,192 Company-owned restaurants and 2,329 franchised restaurants for a total of 3,521 system-wide restaurants. As of December 29, 2019, the Company had 1,189 Company-owned restaurants and 2,326 franchised restaurants for a total of 3,515 system-wide restaurants. Because the Company's restaurants and its franchised restaurants are generally located throughout the United States ("U.S."), the Company believes the risk of geographic concentration is not significant.

The Company believes its vulnerability to risk concentrations in its restaurants related to significant vendors is mitigated by the fact that there are other vendors who would be able to service its requirements. However, if a disruption of service from any of the Company's main distributors was to occur, the Company could experience short-term increases in its costs while it adjusts distribution channels.

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Principles of Consolidation**

The accompanying consolidated financial statements, which include the Company's accounts and the accounts of its subsidiaries, have been prepared in accordance with accounting principles generally accepted in the U.S. ("GAAP"). All intercompany balances and transactions have been eliminated in consolidation.

The consolidated 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. 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 Company has determined that AFA Service Corporation ("AFA") is a variable interest entity, Arby's holds a variable interest in AFA and that Arby's is the primary beneficiary. AFA offers advertising and marketing services for the Arby's restaurant system. Because Arby's is the primary beneficiary, the Company consolidates AFA in its financial statements.

In preparing the consolidated financial statements, the Company has reviewed and considered all significant events occurring subsequent to January 3, 2021, and up until March 25, 2021, the date the consolidated financial statements were available to be issued.

**Use of Estimates**

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amount of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Fiscal Year**

The Company's fiscal reporting periods consist of 52 or 53 weeks ending on the Sunday closest to December 31 and are referred to herein as (1) "the year ended January 3, 2021" or "2020," (2) "the year ended December 29, 2019" or "2019," and (3) "the year ended December 30, 2018" or "2018." The year 2020 consisted of 53 weeks and the years ended 2019 and 2018 all consisted of 52 weeks.

**Cash Equivalents**

All highly liquid investments with a maturity of three months or less when acquired are considered cash equivalents.

The Company believes that its vulnerability to risk concentrations in its cash equivalents is mitigated by its policies restricting the eligibility, credit quality and concentration limits for its placements in cash equivalents.

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Restricted Cash and Cash Equivalents**

As of January 3, 2021 and December 29, 2019, the Company had restricted cash and cash equivalents for funds required to be held in trust for the benefit of noteholders to service obligations under its debt arrangements.

**Accounts and Notes Receivable, net**

Accounts and notes receivable consist primarily of royalties, rents and franchise fees due principally from franchisees and credit card receivables. The Company monitors accounts and notes receivable for delinquency and reserves for estimated losses for specific receivables that are not likely to be collected. In addition to allowances for specific receivables, the Company estimates a general provision for bad debts based on historical experience. Account balances are charged against the allowance when the Company believes it is probable that the receivable will not be collected.

**Inventories**

The Company's inventories, consisting primarily of restaurant food items and paper supplies, are stated at the lower of cost or net realizable value, with cost determined using the first-in, first-out method.

**Properties and Equipment, net**

Properties are stated at cost, including internal costs of employees to the extent such employees are dedicated to specific restaurant construction projects, less accumulated depreciation. Depreciation of properties is computed principally on the straight-line basis using estimated useful lives of the related major classes of properties. Estimated useful lives are 2 to 15 years for office and restaurant equipment, 3 to 5 years for transportation equipment, 7 to 30 years for buildings and 5 to 20 years for site improvements. Capital lease assets and leasehold improvements are amortized and depreciated over the shorter of their estimated useful lives or the terms of the respective leases, including periods covered by renewal options that the Company is reasonably assured of exercising.

The Company reviews its properties for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or an asset group may not be recoverable. If such review indicates an asset or asset group may not be recoverable, an impairment loss is recognized for the excess of the carrying amount over the fair value of an asset or asset group to be held and used or over the fair value less cost to sell an asset or asset group to be sold. Asset groups are substantially comprised of the Company's individual restaurant properties.

**Goodwill**

Goodwill represents the excess of the purchase price over the fair value of assets acquired and liabilities assumed. The Company tests goodwill for impairment annually during the fourth quarter, or more frequently if events or changes in circumstances indicate that it may be impaired. The Company first assesses qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If the qualitative factors indicate that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, the Company performs an impairment test of goodwill. The Company estimates the fair value of the reporting unit using Level 3 inputs and compares it to the carrying value of the reporting unit. If the carrying value exceeds the fair value of the reporting unit, an impairment loss equal to the excess is recognized. During the fourth quarter of fiscal years 2020, 2019 and 2018, the Company completed its impairment test for goodwill and no impairment was indicated.

**Intangible Assets, net**

Definite lived intangible assets are amortized on the straight-line basis using estimated useful lives of the related classes of intangible assets. Estimated useful lives are the terms of the respective leases (including periods covered by renewal options that the Company is reasonably assured of exercising) for favorable leases, 3 to 5 years for costs of computer software, 20 years for franchise and development agreements and 1 to 20 years for reacquired franchise rights based upon the remaining contractual term of the related license. The trademark/trade name is not amortized as it is considered to have an indefinite useful life.

The Company reviews definite lived intangible assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the intangible asset may not be recoverable. The Company reviews indefinite lived intangible assets for impairment at least annually during the fourth quarter and more frequently if events or changes in circumstances

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

indicate that the carrying amount of the non-amortizing intangible asset may not be recoverable. If such reviews indicate the intangible asset may not be recoverable, an impairment loss is recognized for the excess of the carrying amount over the fair value of the intangible asset. During the fourth quarter of fiscal years 2020, 2019 and 2018, the Company completed its impairment test for non-amortizing intangible assets and no impairment was indicated.

**Debt Issuance Costs**

Debt issuance costs are presented in the consolidated balance sheets as a direct deduction from the carrying amount of the related "Long-term debt" or as an asset in "Other assets" related to line-of-credit arrangements and are amortized as interest expense over the term of the related debt using the effective interest method.

**Share-Based Compensation**

Share-based compensation expense for all share-based compensation plans is measured at the grant date based on the estimated fair value of the award and is expensed ratably over the requisite service period of the award, except for awards that are subject to performance conditions, in which case compensation expense is recognized over the requisite service period to the extent achievement of the performance conditions is considered probable. Fair value of stock option awards is estimated using the Black-Scholes option pricing model. The Company accounts for forfeitures when they occur.

**Income Taxes**

The Company is included in the consolidated U.S. federal and certain state income tax returns of Inspire. The Company provides for U.S. federal income tax on a separate return approach, as if the Company and the Company's subsidiaries file a hypothetical consolidated return separate from Inspire. Following the acquisitions of Buffalo Wild Wings, Inc. and Sonic Corp. by IRB, the Company provides for state taxes in accordance with a formal tax sharing agreement between Inspire and its subsidiaries ("Tax Sharing Agreement"). The Company makes U.S. federal and state tax payments directly to governmental jurisdictions for itself and on behalf of Inspire and its subsidiaries. Differences between the Company's income tax provision and cash flows attributable to income taxes pursuant to the provisions of the Company's Tax Sharing Agreement have been recognized as capital contributions from, or dividends to, IRB. Current amounts due to IRB or affiliates are included in "Accrued expenses and other current liabilities."

The Company records income tax liabilities based on known obligations and estimates of potential obligations. A deferred tax asset or liability is recognized whenever there are (i) future tax effects from temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases or (ii) operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to the years in which those differences are expected to be recovered or settled. Deferred tax assets related to U.S. federal attributes are measured as if the Company and its subsidiaries file a hypothetical separate U.S. federal return. When considered necessary, the Company records a valuation allowance to reduce the carrying amount of deferred tax assets related to U.S. federal taxes if it is more likely than not that all or a portion of the assets will not be realized on the Company's hypothetical separate U.S. federal return. Deferred tax assets related to state tax attributes are measured in accordance with the Tax Sharing Agreement. The Company records a valuation allowance to reduce the carrying amount of deferred tax assets related to state taxes if it is more likely than not that all or a portion of the assets will not be realized when taking into account the Tax Sharing Agreement.

The Company applies a recognition threshold and measurement attribute for consolidated financial statement recognition and measurement of potential tax benefits associated with tax positions taken or expected to be taken in the Company's income tax returns ("Uncertain Tax Positions"). The Company uses a two-step process when evaluating tax positions. The Company first determines if it is more likely than not that a tax position will be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits of the position. A tax position that meets the more likely than not recognition threshold is then measured for purposes of consolidated financial statement recognition as the largest amount of benefit that is greater than 50% likely of being realized once the position is considered effectively settled.

Accrued interest and penalties related to income taxes that are expected to be paid within 12 months are included in "Accrued expenses and other current liabilities". Accrued interest and penalties related to income taxes that are not expected to be paid within 12 months are included in "Other liabilities." Interest and penalties accrued for Uncertain Tax Positions are charged to "Income tax expense."

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Revenue Recognition**

In May 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2014-09, “Revenue from Contracts with Customers (Topic 606),” as amended by multiple updates to the standard. This update requires entities to recognize revenue in the way they expect to be entitled to receive it for the transfer of promised goods or services to customers.

The Company adopted ASU 2014-09 using the cumulative effect transition method on January 1, 2018 which was applied to those contracts that were not completed as of January 1, 2018. Results for reporting periods beginning after January 1, 2018 are presented under ASU 2014-09, while prior period amounts were not adjusted and continue to be reported in accordance with our historic accounting. The Company recognized a net decrease to “Retained Earnings” of \$6.1 million as of January 1, 2018 as a result of the adoption of ASU 2014-09.

“Company-owned restaurant revenues” includes revenues recognized upon delivery of food to the customer at Company-owned restaurants. “Company-owned restaurant revenues” excludes sales taxes collected from the Company’s customers. Sales of gift cards are initially recorded as a current liability and recognized as revenue when the gift card is presented for the purchase of food by the customer.

“Franchise and other revenues” includes royalties, franchise fees, rental income and advertising funds revenue. Royalties from franchised restaurants are based on a percentage of net sales of the franchised restaurant and are recognized as earned. Initial franchise fees are recorded as deferred income when received and are recognized as revenue over the contractual term of the franchise agreement, once a franchised restaurant is opened. Renewal franchise fees are recognized as revenue over the contractual term of the franchise agreement, once the license agreement is signed and the fee is paid. Franchise commitment fee deposits are forfeited and recognized as revenue upon the termination of the related commitments to open new franchised restaurants. Rental income from real estate the Company owns is recognized on a straight-line basis over the respective operating lease terms. Advertising funds revenue includes contributions to advertising funds by company owned restaurants and franchisees. Revenue related to these contributions is based on a percentage of restaurant sales and is recognized as earned.

**Vendor Incentives**

The Company receives incentives from some of its vendors. These incentives are recognized as earned and are classified as a reduction of “Food and paper.”

**Advertising Costs**

The Company incurs various advertising costs, including monthly contributions to certain national and local advertising cooperatives based upon a percentage of net sales at Company-owned restaurants. National and local advertising costs are recognized as actual expenses are incurred. Company advertising costs are included in “Occupancy, advertising and other operating expenses.” The Company’s advertising expenses for the years ended January 3, 2021, December 29, 2019 and December 30, 2018 were \$96.0 million, \$92.2 million and \$90.1 million, respectively. Franchise advertising costs are included in “Franchise related advertising costs.”

**Self-insurance**

The Company is self-insured, subject to certain insured stop-loss limits, for workers’ compensation, health care and general liability claims. The Company provides for its estimated cost to settle both known claims and claims incurred but not yet reported. Liabilities associated with these claims are estimated, in part, by considering the frequency and severity of historical claims, both specific to the Company, as well as industry-wide loss experience, and other actuarial assumptions. The Company estimates workers’ compensation and general liability obligations with the assistance of a third-party actuarial firm. Since there are many estimates and assumptions involved in estimating insurance liabilities, and in the case of workers’ compensation, a significant period of time before ultimate resolution of claims, differences between actual future events and prior estimates and assumptions could result in adjustments to these liabilities. Such amounts are included in “Accrued expenses and other current liabilities” and “Other liabilities.”

**ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Leases**

In February 2016, the FASB issued ASU No. 2016-02, "Leases (Topic 842)" ("ASC 842") as amended by multiple updates to the standard. This update requires lessees to recognize a lease liability and a lease asset for all leases, including operating leases, with a term greater than 12 months on its balance sheet and requires lessors to classify leases as a sales-type, direct financing or operating lease. The update also expands the required quantitative and qualitative disclosures surrounding leases. This update is effective for fiscal years beginning after December 15, 2021 with early adoption permitted.

At the beginning of 2020 the Company adopted ASC 842 using the modified retrospective approach and elected December 30, 2019 as the date of initial application. This approach allows the Company to apply the standard and related disclosures to the financial statements for the period of adoption and to apply the old guidance in the comparative periods.

The standard had a material effect on our consolidated balance sheets from the recognition of Right of Use ("ROU") assets and lease liabilities related to operating leases and the derecognition of sale-leaseback assets and obligations.

The standard did not have a material impact on the Company's historical capital leases, which are presented as finance leases pursuant to ASC 842.

*Financial Presentation*

Upon adoption, the Company recognized operating lease liabilities equal to the future minimum rentals for non-cancelable operating leases having an initial lease term in excess of one year, discounted by the Company's incremental borrowing rate at adoption. The initial ROU assets equal initial operating lease liabilities, adjusted for the balance of accrued rent, favorable/unfavorable leases, deferred straight-line rent, lease incentives and unamortized initial direct costs at the adoption date. Adoption of the new standard resulted in the recording of additional lease assets and lease liabilities of approximately \$454.8 million and \$501.7 million, respectively, as well as an adjustment to retained earnings of \$4.1 million, primarily resulting from the derecognition of sale-leaseback assets and obligations and impairing newly recognized ROU assets upon transition.

*Operating Leases*

For operating leases, minimum lease payments or receipts, including minimum scheduled rent increases, are recognized as rent expense where the Company is a lessee, or income where the Company is a lessor, as applicable, on a straight-line basis ("Straight-Line Rent") over the applicable lease terms. There is a period under certain lease agreements referred to as a rent holiday ("Rent Holiday") that generally begins on the possession date and ends on the rent commencement date. During a Rent Holiday, no cash rent payments are typically due under the terms of the lease; however, expense is recorded for that period on a straight-line basis. The excess of the Straight-Line Rent over the minimum rents paid is included in the ROU asset where the Company is a lessee. The excess of the Straight-Line Rent over the minimum rents received is recorded as a deferred lease asset and is included in "Other assets" where the Company is a lessor. Certain leases contain provisions, referred to as contingent rent ("Contingent Rent"), that require additional rental payments based upon restaurant sales volume. Contingent Rent is recognized each period as the liability is incurred or the asset is earned.

Lease cost for operating leases is recognized on a straight-line basis and includes the amortization of the ROU asset and interest expense related to the operating lease liability. Variable lease cost for operating leases includes Contingent Rent. Short-term lease cost for operating leases includes rental expense for leases with a term of less than 12 months. Lease costs are recorded in the consolidated statements of operations based on the nature of the underlying lease as follows: (1) rental expense related to leases for Company-operated restaurants is recorded to "Cost of sales," (2) rental expense for leased properties that are subsequently subleased to franchisees is recorded to "Other income, net" and (3) rental expense related to leases for corporate offices and equipment is recorded to "General and administrative."

*Finance Leases*

Lease cost for finance leases includes the amortization of the finance lease asset, which is amortized on a straight-line basis and recorded to "Depreciation and amortization," and interest expense on the finance lease liability, which is calculated using the interest method and recorded to "Interest expense, net." Finance lease assets are amortized over the shorter of their estimated useful lives or the terms of the respective leases, including periods covered by renewal options that the Company is reasonably assured of exercising.

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*Policy elections*

Determination of whether a contract contains a lease - The Company evaluates the contracts it enters into to determine whether such contracts contain leases. A contract contains a lease if the contract conveys the right to control the use of identified property, plant or equipment for a period of time in exchange for consideration. At commencement, contracts containing a lease are further evaluated for classification as an operating or finance lease where the Company is a lessee, or as an operating, sales type or direct financing lease where the Company is a lessor, based on their terms.

Significant assumptions and judgments - Management makes certain estimates and assumptions regarding each new lease and sublease agreement, renewal and amendment, including, but not limited to, property values, market rents, property lives, discount rates and probable term, all of which can impact (1) the classification and accounting for a lease or sublease as operating or finance, including sales-type and direct financing, (2) the Rent Holiday and escalations in payment that are taken into consideration when calculating Straight-Line Rent, (3) the term over which leasehold improvements for each restaurant are amortized and (4) the values and lives of adjustments to the initial ROU asset where the Company is the lessee, or favorable and unfavorable leases where the Company is the lessor. The amount of depreciation and amortization, interest and rent expense and income reported would vary if different estimates and assumptions were used.

Practical Expedient Package - The Company has elected the following expedients and applied them consistently to leases as of the date of initial application of ASC 842:

- The Company will not revisit whether a contract is, or contains, a lease under the ASC 842 definition of a lease.
- Lease classification determined under prior guidance will not be reevaluated under ASC 842.
- Previously capitalized initial direct costs under prior guidance will be carried forward. Any initial direct costs after the effective date will be included within the ROU asset under ASC 842.

Non-lease component - The Company has lease agreements with lease and non-lease components. The Company elected a policy to account for lease and non-lease components separately for its offices and equipment leases.

Short-term lease - Leases with an initial term of 12 months or less are not recorded on the balance sheet.

Discount rate - As most of the Company's leases do not provide an implicit rate, the Company uses the incremental borrowing rate based on the information available at commencement date in determining the present value of lease payments.

Renewal options - The Company evaluates the inclusion of renewal options on a lease by lease basis. In general, for new leases, the Company does not include renewal options in the underlying lease term.

**Fair Value Measurements**

The Company's financial instruments include cash, cash equivalents, restricted cash, accounts receivable, accounts payable and long-term debt. The fair value of cash, cash equivalents, restricted cash, accounts receivable and accounts payable approximates book value due to their short-term nature. The carrying value of Goodwill, Intangible assets, net and Properties and equipment, net are tested annually for impairment or more frequently if an event occurs that indicates an impairment may have been incurred, using fair value measurements with unobservable inputs (Level 3). The Company has not changed the valuation techniques used in measuring the fair value of any financial assets or liabilities during the current year.

For certain of the Company's assets and liabilities, valuation techniques under the accounting guidance related to fair value measurements are based on observable and unobservable inputs. Observable inputs reflect readily obtainable data from



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independent sources, while unobservable inputs reflect the Company's market assumptions. These inputs are classified into the following hierarchy:

**Level 1 Inputs:** Quoted prices for identical assets or liabilities in active markets.

**Level 2 Inputs:** Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active, and model-derived valuations whose inputs are observable or whose significant value drivers are observable.

**Level 3 Inputs:** Pricing inputs are unobservable for the assets or liabilities and include situations where there is little, if any, market activity for the assets or liabilities. The inputs into the determination of fair value require significant management judgment or estimation.

**Dividends**

Dividends are first recorded to retained earnings, if any, until the cumulative retained earnings balance is reduced to zero. Any remaining dividends are then recorded to "Additional paid-in capital," if any, until the cumulative "Additional paid-in capital" balance is reduced to zero and subsequently recorded to "Accumulated deficit."

**New Accounting Pronouncements Not Yet Adopted**

*Cloud Computing (ASU 2018-15)*

In August 2018, the FASB issued ASU No. 2018-15, "Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40), Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract," which aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. This update is effective for fiscal years beginning after December 15, 2020, including interim periods within those fiscal years, with early adoption permitted. The Company will apply prospective adoption of this standard at the beginning of fiscal 2021. The Company is currently evaluating the effect that this pronouncement will have on its consolidated financial statements and related disclosures.

*Credit Losses (ASU 2016-13)*

In June 2016, the FASB issued ASU No. 2016-13, "Financial Instruments - Credit Losses (Topic 326)." This update requires measurement and recognition of expected versus incurred credit losses for financial assets held. The standard is effective for the Company prospectively in our first quarter of fiscal 2023 and any impact upon adoption will be reflected through a cumulative-effect adjustment to Accumulated deficit as of the beginning of 2023. The Company is currently evaluating the effect that this pronouncement will have on its consolidated financial statements and related disclosures.

**3. ACQUISITIONS, REFRANCHISING ACTIVITIES AND DISPOSITIONS**

The table below summarizes the Company's acquisition and refranchising activity for the fiscal years ended January 3, 2021, December 29, 2019, and December 30, 2018:

<i>(dollars in thousands)</i>	<b>2020</b>	<b>2019</b>	<b>2018</b>
<b>Acquisitions:</b>			
Restaurants acquired from franchisees	—	54	45
Cost of acquisitions, less cash acquired	\$ —	\$ 93,773	\$ 30,529
Capital lease liabilities assumed	\$ —	\$ 440	\$ 15,341
Goodwill	\$ —	\$ 7,028	\$ 4,455
Gain on bargain purchase	\$ —	\$ 708	\$ 238
Loss on settlement of refranchise rights	\$ —	\$ —	\$ (400)

The Company accounts for acquisitions using the acquisition method of accounting for business combinations. The total consideration was allocated to net tangible and identifiable intangible assets acquired, primarily properties, and liabilities assumed based on their estimated fair values. Prior to recognizing a gain on bargain purchase on any of the individual

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acquisitions, the Company reassessed the key valuation assumptions, its business combination accounting procedures and whether all assets acquired and liabilities assumed had been correctly identified. After careful consideration and review, the Company concluded that the recognition of the gain on bargain purchase was appropriate for these acquisitions. Notable factors that contributed to the gain on bargain purchase were the remaining term of the related franchise agreements and locations of the restaurants acquired.

**4. ACCOUNTS AND NOTES RECEIVABLE**

Accounts and notes receivable as of January 3, 2021 and December 29, 2019 consist of the following:

<i>(dollars in thousands)</i>	<b>2020</b>	<b>2019</b>
Receivables from franchisees	\$ 19,166	\$ 16,581
Credit card receivables	13,169	8,018
Other	9,207	7,235
Accounts and notes receivable, gross	41,542	31,834
Allowance for doubtful accounts	(1,390)	(1,051)
Accounts and notes receivable, net	<u>\$ 40,152</u>	<u>\$ 30,783</u>

**5. PROPERTIES AND EQUIPMENT, NET**

Properties and equipment as of January 3, 2021 and December 29, 2019 consist of the following:

<i>(dollars in thousands)</i>	<b>2020</b>	<b>2019</b>
<b>Owned:</b>		
Land	\$ 63,144	\$ 64,602
Buildings	77,091	77,308
Restaurant and other equipment	305,183	290,444
Leasehold improvements	298,690	199,709
<b>Leased:</b>		
Finance lease assets	215,170	364,057
Total	959,278	996,120
Accumulated depreciation and amortization	(415,457)	(365,218)
Properties and Equipment, net	<u>\$ 543,821</u>	<u>\$ 630,902</u>

Leased assets primarily include buildings, improvements and equipment.

Depreciation expense was \$81.5 million, \$83.9 million and \$72.3 million in 2020, 2019 and 2018, respectively. Gains and losses on disposal of assets are included in "Other operating expense (income), net."

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**6. INTANGIBLE ASSETS, NET**

The carrying value of the Company's intangible assets as of January 3, 2021 and December 29, 2019 consist of the following:

	2020			2019		
	Gross Carrying Amount	Accumulated Amortization	Net	Gross Carrying Amount	Accumulated Amortization	Net
<i>(dollars in thousands)</i>						
Trademark/trade name	\$ 250,000	\$ —	\$ 250,000	\$ 250,000	\$ —	\$ 250,000
Reacquired franchise rights	72,068	(21,042)	51,026	72,373	(15,408)	56,965
Computer software	16,163	(12,283)	3,880	15,471	(10,162)	5,309
Favorable leases	—	—	—	15,766	(10,477)	5,289
Franchise agreements	7,400	(3,515)	3,885	7,095	(3,145)	3,950
Development agreements	1,300	(617)	683	1,300	(553)	747
Intangible assets	<u>\$ 346,931</u>	<u>\$ (37,457)</u>	<u>\$ 309,474</u>	<u>\$ 362,005</u>	<u>\$ (39,745)</u>	<u>\$ 322,260</u>

<i>(dollars in thousands)</i>	<b>Total</b>
<b>Aggregate amortization expense:</b>	
<b>Actual for fiscal year:</b>	
2018	\$ 11,924
2019	10,150
2020	8,197
<b>Estimate for fiscal year:</b>	
2021	7,218
2022	6,313
2023	5,159
2024	4,418
2025	3,917
Thereafter	32,449
	<u>\$ 59,474</u>

**7. ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES**

Accrued expenses and other current liabilities that exceeded five percent of total current liabilities (at the end of either fiscal year) as of January 3, 2021 and December 29, 2019 consist of the following:

<i>(dollars in thousands)</i>	2020	2019
Accrued payroll and incentive compensation	\$ 24,954	\$ 18,450
Accrued operating and income taxes	51,068	27,359
Accrued legal fees	7,760	10,249

**8. LONG-TERM DEBT**

Outstanding debt as of January 3, 2021 and December 29, 2019 consists of following:

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*(dollars in thousands)*

	2020	2019
Arby's Securitization Notes	\$ 945,738	\$ 739,595
Finance lease obligations, due through 2038 (Note 9)	210,391	274,379
Other	—	9,421
Debt issuance costs, net	(12,418)	(5,438)
Total long-term debt, including current portion	1,143,711	1,017,957
Less amounts payable within one year	(28,484)	(29,740)
Long-term debt, net	<u>\$ 1,115,227</u>	<u>\$ 988,217</u>

**Securitization Notes**

Arby's Funding, LLC (the "Issuer"), which is an indirect wholly owned subsidiary of the Company, through a series of securitization transactions has issued fixed rate senior secured notes and unsecured variable funding notes, collectively referred to as the "Arby's Securitization Notes". The following table summarizes the Arby's Securitization Notes outstanding as of January 3, 2021 and December 29, 2019:

*(dollars in thousands)*

	Issuance Date	Anticipated Repayment Date <sup>(a)</sup>	2020		2019	
			Amount	Rate	Amount	Rate
2020 Class A-2 Senior Secured Fixed Rate Notes	July 2020	July 2027	\$ 822,938	3.24% <sup>(c)</sup>	\$ —	—
2020 Class A-1 Variable Funding Notes	July 2020	July 2027	122,800	3.23% <sup>(d)</sup>	—	—
2015 Class A-2 Senior Secured Fixed Rate Notes	November 2015	(b)	—	—	609,600	4.97%
2016 Class A-1 Variable Funding Notes	June 2016	(b)	—	—	90,000	4.73%
2015 Class A-1 Variable Funding Notes	November 2015	(b)	—	—	39,995	4.76%
Debt issuance costs, net			(12,418)		(5,437)	
Total long-term debt, including current portion			933,320		734,158	
Less amounts payable within one year			(8,250)		(6,350)	
Long-term debt			<u>\$ 925,070</u>		<u>\$ 727,808</u>	

(a) The legal final maturity dates of the Securitization Notes issued in 2020 are July 2050. If the Issuer has not repaid or refinanced the 2020 Notes prior to the Anticipated Repayment Date, additional interest will accrue pursuant the Indenture.

(b) During the third fiscal quarter of 2020, the Company paid off the 2016 Notes and the 2015 Notes prior to the anticipated repayment date of October 2022.

(c) Interest on the 2020 Class A-2 Notes is payable on a quarterly basis. The effective interest rate on the 2020 Class A-2 Notes was 3.50% as of January 3, 2021.

(d) The 2020 Class A-1 Notes bear interest at a variable rate based on Prime Rate or LIBOR plus 3.00% margin. The 2020 Class A-1 Notes will also be subject to certain commitment fees in respect of the unutilized portion of the commitments of the investors thereunder and certain fees in respect of letters of credit issued thereunder. The effective interest rate on the 2020 Class A-1 Notes was 3.31% as of January 3, 2021.

The Arby's Securitization Notes were issued in securitization transactions pursuant to which certain franchise-related agreements, intellectual property, in each case relating to the U.S., Canada, Turkey and Qatar, and real property were contributed by various subsidiaries of ARG to the Issuer, the Company and one other limited-purpose, bankruptcy remote, wholly-owned subsidiary of the Issuer, each of which acts as a guarantor of the Arby's Securitization Notes and has pledged substantially all of its assets to secure the obligations of the Issuer.

During the first fiscal quarter of 2020, the Company used proceeds from an issuance of fixed rate senior notes at indirect wholly owned subsidiaries of Sonic Holding, Inc, an indirect wholly owned subsidiary of Inspire, to repay \$130.0 million of the 2016 Class A-1 Variable Funding Notes and 2015 Class A-1 Variable Funding Notes.

On July 30, 2020, the Issuer repaid \$222.3 million of its 2015 Class A-2 Notes using cash on hand from operating cash flow.

On July 31, 2020, the Issuer completed a refinancing activity and issued \$825 million of its Series 2020-1 3.24% fixed rate senior secured notes, Class A-2 (the "2020 Class A-2 Notes") and the Series 2020-1 variable funding senior notes, Class A-1 (the "2020 Class A-1 Notes"), which can be drawn on a revolving basis up to an aggregate principal amount of \$150.0 million (collectively, the "2020 Notes"). The net proceeds from the issuance were used to repay the remaining balance of the 2015 Class A-2 Notes and distribute excess proceeds to IRB Holding Corp., the parent of ARG and an indirect, wholly-owned subsidiary of Inspire.

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The Company paid debt issuance costs of \$14.7 million in connection with the 2020 issuances of the Arby's Securitization Notes. The debt issuance costs are being amortized to Interest expense, net through the Anticipated Repayment Dates of the Securitization Notes utilizing the effective interest rate method.

In connection with the 2020 transactions described above, the Company recognized a \$17.5 million loss on extinguishment of debt during the fiscal year ended January 3, 2021. The loss consisted of a \$4.3 million write-off of unamortized deferred debt origination costs related to the reduction of the 2015 Fixed Notes commitments, as well as a \$0.8 million write-off of unamortized deferred debt origination costs related to the prepayment on its 2016 Fixed Notes. Additionally, as required by the terms of the 2015 Fixed Notes, the Company paid a \$12.4 million prepayment premium.

As of January 3, 2021, the Company had \$122.8 million in outstanding borrowings under the 2020 Class A-1 Notes, exclusive of \$27.2 million of outstanding letters of credit. As of January 3, 2021, there was no remaining capacity for future borrowings.

In accordance with the Indenture, certain cash accounts have been established in the name of the trustee for the benefit of the trustee and the secured parties under the Indenture, and are restricted in their use. As of January 3, 2021 and December 29, 2019, these accounts held restricted cash and cash equivalents of \$11.3 million and \$12.9 million, respectively, which primarily represented cash collections and cash reserves held by the trustee to be used primarily for payments of principal, interest and commitment fees required for the Notes.

Other than the Guarantors, neither the Company nor any of its other direct or indirect subsidiaries guarantees or is in any way liable for the obligations under the Notes. Arby's has, however, agreed to cause the performance of certain obligations of the Guarantors in return for a management fee under the terms of a management agreement (the "Management Agreement").

Arby's will manage and service the Guarantors' assets in its capacity as the manager under the Management Agreement. The primary responsibilities of the manager will be to administer collections and otherwise manage the managed assets on behalf of the Guarantors, and to perform certain franchising, intellectual property and operational and reporting services on behalf of the Guarantors with respect to the managed assets.

The Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) maintenance of debt service coverage and senior leverage ratios, as defined, (ii) maintenance of specified reserve accounts to be used to make required payments in respect of the Notes, and (iii) provisions relating to optional and mandatory prepayments, including certain make-whole payments. The Notes are also subject to customary rapid amortization events provided for in the Indenture and customary events of default.

Aggregate annual maturities of long-term debt (excluding the effects of debt issuance costs, net) as of January 3, 2021 were as follows:

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<b>Fiscal Year (dollars in thousands)</b>	<b>Total</b>
2021	\$ 8,250
2022	8,250
2023	8,250
2024	8,250
2025	8,250
Thereafter	904,488
	<u>\$ 945,738</u>

**Lease obligations**

A significant number of the sale-leaseback obligations, finance lease obligations and operating leases require or required periodic financial reporting by certain subsidiary entities within Arby's or individual restaurants, which in many cases have not been prepared or reported. The Company has negotiated waivers and alternative covenants with the Company's most significant lessors which substitute consolidated financial reporting of Arby's for that of individual subsidiary entities and modify restaurant level reporting requirements for more than half of the affected leases. Nevertheless, as of January 3, 2021, the Company was not in compliance, and remains not in compliance, with the reporting requirements under those leases for which waivers and alternative financial reporting covenants have not been negotiated. However, none of the lessors has asserted that the Company was in default of any of those lease agreements. The Company does not believe that such non-compliance will have a material adverse effect on the Company's consolidated financial position or results of operations.

**9. LEASES**

We lease certain restaurants, office space, and equipment. Leases with an initial term of 12 months or less are not recorded on the balance sheet. For equipment and office space leases beginning in 2020 and later, we account for lease components (e.g., fixed payments including rent, real estate taxes and insurance costs) separately from the nonlease components (e.g., common-area maintenance costs).

Most leases include one or more options to renew, with renewal terms that can extend the lease term from one to 25 years or more. The exercise of lease renewal options is at our sole discretion. Certain leases also include options to purchase the leased property, which impact the lease term when reasonably certain to be exercised. The depreciable life of assets and leasehold improvements are limited by the expected lease term, unless there is a transfer of title or purchase option reasonably certain of exercise.

Certain of our lease agreements include rental payments based on a percentage of retail sales over contractual levels and others include rental payments adjusted periodically for inflation. Our lease agreements do not contain any material residual value guarantees or material restrictive covenants.

We rent or sublease certain real estate to third parties. Our income lease portfolio consists mainly of operating leases for restaurants with franchise operators.

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Leases	Classification	January 3, 2021	
<b>Assets</b>			
Operating lease assets	Operating lease assets	\$	458,184
Finance lease assets	Properties and equipment		215,170
Total leased assets			673,354
<b>Liabilities</b>			
Current			
Operating	Current operating lease liabilities		54,084
Finance	Current portion of long-term debt		20,234
Noncurrent			
Operating	Long-term operating lease liabilities		480,666
Finance	Long-term debt		190,157
Total lease liabilities			\$ 745,141

(dollars in thousands)

Lease Cost	Classification	January 3, 2021	
Operating lease cost (a)	Cost of sales - occupancy, advertising and other		82,758
Finance lease cost			
Amortization of leased assets	Depreciation and amortization		22,465
Interest on lease liabilities	Interest expense		20,994
Sublease income, net	Other operating expense (income), net		(11,525)
Net lease cost			114,692

(a) Includes an immaterial amount classified as General and administrative. Additionally, includes short-term leases and variable lease costs, which are immaterial.

Future lease commitments to be paid and received by the Company as of January 3, 2021 are as follows:

(dollars in thousands)

Maturities of lease liabilities as of January 3, 2021	Payments		Receipts	
	Operating Leases	Finance Leases	Subleases	Net Leases
2021	83,088	42,747	(7,391)	118,444
2022	76,776	41,553	(7,008)	111,321
2023	74,106	35,920	(6,911)	103,115
2024	70,744	33,492	(6,849)	97,387
2025	64,917	32,146	(5,838)	91,225
Thereafter	330,714	188,052	(14,561)	504,205
Total lease payments	700,345	373,910	(48,558)	1,025,697
Less interest	(161,523)	(163,519)	—	(325,042)
Present value lease liabilities	\$ 538,822	\$ 210,391	\$ (48,558)	\$ 700,655

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<b>Lease Term and Discount Rate</b>	<b>January 3, 2021</b>
<b>Weighted-average remaining lease term (years)</b>	
Operating leases	10.41
Finance leases	11.02
<b>Weighted-average discount rate</b>	
Operating leases	5.08
Finance leases	15.19

<b>Other Information</b>	<b>January 3, 2021</b>
<b>Cash paid for amounts included in the measurement of lease liabilities</b>	
Operating cash flows from operating leases	80,043
Operating cash flows from finance leases	20,994
Financing cash flows from finance leases	12,989
Leased assets obtained in exchange for new finance lease liabilities	12,820
Leased assets obtained in exchange for new operating leases liabilities	43,843

Properties leased by the Company to third parties totaled \$5,791 and \$6,172, net of accumulated depreciation, as of January 3, 2021 and December 29, 2019, respectively.

**10. OTHER LIABILITIES**

Other liabilities that exceeded five percent of total liabilities (at the end of either fiscal year) of January 3, 2021 and December 29, 2019 consist of the following:

	<b>2020</b>	<b>2019</b>
Unfavorable leases, net	\$ —	\$ 36,987



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**11. FAIR VALUE**

The carrying amounts and estimated fair values of the Company's Long-term debt as of January 3, 2021 and December 29, 2019, were as follows:

<i>(dollars in thousands)</i>	<b>Fair Value Measurements</b>	<b>2020</b>		<b>2019</b>	
		<b>Carrying Amount</b>	<b>Fair Value</b>	<b>Carrying Amount</b>	<b>Fair Value</b>
<b>Financial Liabilities:</b>					
2020 Class A-2 notes	Level 2	\$ 822,938	\$ 840,294	\$ —	\$ —
2020 Class A-1 VFN notes (a)	(a)	122,800	122,800	—	—
2015 Class A-2 Notes (a)	Level 2	—	—	609,600	627,370
Finance lease obligations (b)	Level 2	210,391	269,713	274,379	346,349
2016 Class A-1 Notes (a)	(a)	—	—	90,000	90,000
2015 Class A-1 Notes (a)	(a)	—	—	39,995	39,995
Other (b)	Level 2	—	—	9,421	9,427
<b>Total</b>		<b>\$ 1,156,129</b>	<b>\$ 1,232,807</b>	<b>\$ 1,023,395</b>	<b>\$ 1,113,141</b>

- (a) The fair value of the 2020 Class A-1 Notes approximates the carrying amount at January 3, 2021, as there have not been material changes in the Company's credit rating and the variable interest rate reprices frequently.
- (b) At the end of each fiscal year, the fair values are determined by discounting the future scheduled principal payments using the Company's incremental borrowing rate, which was 5.25% and 5.75% as of January 3, 2021 and December 29, 2019, respectively. The Company's incremental borrowing rate was determined by calculations based on the interest rates on public debt securities issued by public companies with credit profiles similar to the Company's parent, IRB and the Company for 2020 and 2019, respectively.

**12. REVENUE RECOGNITION**

**Nature of Goods and Services**

The Company generates revenues from sales at Company-operated restaurants and earns fees and rental income from franchised restaurants.

The rights and obligations governing franchised restaurants are set forth in the franchise agreement. The franchise agreement generally provides for a 20-year term subject to certain conditions. The initial term may be extended up to 25 years, or coterminous with the lease, and the renewal extended up to 20 years for qualifying restaurants assigned new license agreements. The franchise agreement requires that the franchisee pay a royalty based on a percentage of sales of the franchised restaurant, as well as make contributions to advertising funds based on a percentage of sales.

The Company also enters into development agreements with certain franchisees. The development agreement provides the franchisee with the right to develop a specified number of new Arby's restaurants subject to the franchisee meeting new restaurant development requirements.

The Company owns and leases sites from third parties, which it leases and/or subleases to franchisees. Noncancelable lease terms are generally initially between 15 and 20 years and, in most cases, provide for rent escalations and renewal options. The lease term for properties leased or subleased to franchisees is determined based upon the economic detriment to the franchisee and includes consideration of the length of the franchise agreement, historical performance of the restaurant and the existence of bargain renewal options.

Royalties and contributions to advertising funds are generally due within the month subsequent to which the revenue was generated through sales of the franchised restaurant. The Company and most of its domestic franchisees pay dues to AFA based on a tiered rate structure for advertising and marketing services that ranged between 2.22% and 4.0% of sales in 2020, 2019 and 2018. License renewal fees and development fees are generally due upon execution of the related franchise agreement. Rental income is due in accordance with the terms of each lease.

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**Disaggregation of Revenue**

The following table disaggregates revenue by source:

<i>(dollars in thousands)</i>	<b>Year Ended January 3, 2021</b>	<b>Year Ended December 29, 2019</b>	<b>Year Ended December 30, 2018</b>
Company-owned restaurant revenues	\$ 1,591,872	\$ 1,415,816	\$ 1,363,459
Advertising funds revenue	105,149	97,328	96,297
Franchise royalty revenue	98,595	93,883	92,043
Property revenues	1,183	1,120	1,143
Franchise fees and other revenue	7,449	3,570	2,615
Total revenues	<u>\$ 1,804,248</u>	<u>\$ 1,611,717</u>	<u>\$ 1,555,557</u>

**Contract Liabilities**

The following tables provides information about contract liabilities (deferred franchise fees included in “accrued expenses and other current liabilities” and “other liabilities”) from contracts with customers and timing of revenue recognition related to the deferred franchise fees:

<i>(dollars in thousands)</i>	<b>Contract Liabilities</b>
<b>Balance at December 31, 2018</b>	\$ 15,273
Revenue recognized during the period	(2,342)
New deferrals due to cash received and other	2,813
<b>Balance at December 29, 2019</b>	\$ 15,744
Revenue recognized during the period	(2,061)
New deferrals due to cash received and other	1,676
<b>Balance at January 3, 2021</b>	<u>\$ 15,359</u>

<b>Fiscal Year</b> <i>(dollars in thousands)</i>	<b>Total</b>
2021	\$ 1,252
2022	1,078
2023	954
2024	857
2025	784
Thereafter	10,434
	<u>\$ 15,359</u>

**13. INCOME TAXES**

Income before income taxes for the years ended January 3, 2021, December 29, 2019 and December 30, 2018 is set forth below:

<i>(dollars in thousands)</i>	<b>2020</b>	<b>2019</b>	<b>2018</b>
Domestic	\$ 170,561	\$ 52,626	\$ 57,058
Foreign	47	59	91
Income before income taxes	<u>\$ 170,608</u>	<u>\$ 52,685</u>	<u>\$ 57,149</u>

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Income tax expense (benefit) is set forth below:

<i>(dollars in thousands)</i>	<b>2020</b>	<b>2019</b>	<b>2018</b>
U.S. federal	\$ 28,289	\$ 10,476	\$ 1,775
State	3,742	2,184	2,901
Foreign	335	382	333
Current tax expense	<u>32,366</u>	<u>13,042</u>	<u>5,009</u>
U.S. federal	(1,256)	(1,810)	8,072
State	1,082	367	1,751
Foreign	5	4	—
Deferred tax (benefit) expense	<u>(169)</u>	<u>(1,439)</u>	<u>9,823</u>
Income tax expense	<u>\$ 32,197</u>	<u>\$ 11,603</u>	<u>\$ 14,832</u>

On December 22, 2017, the U.S. government enacted comprehensive tax legislation commonly referred to as the Tax Cuts and Jobs Act (the "Tax Act"). The Tax Act made broad and complex changes to the U.S. federal tax code, including a permanent corporate rate reduction to 21% and a transition to a territorial international system effective in 2018.

The Tax Act enacted additional provisions that took effect in 2018, including, but not limited to, (1) a provision that imposes U.S. tax on certain foreign subsidiary income referred to as Global Intangible Low-Taxed Income, and (2) additional limitations on net operating loss carryforwards and tax deductions for expenses such as interest. We included the impact of each of the newly effective Tax Act provisions in our computation of 2018, 2019 and 2020 income tax expense, as applicable, to the Company.

On March 27, 2020, the U.S. government enacted the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"). The CARES Act includes, but is not limited to, tax law changes related to (1) accelerated depreciation deductions for qualified improvement property placed in service after September 27, 2017, (2) reduced limitation of interest deductions, and (3) temporary changes to the use and limitations of NOLs. There was no material impact of the CARES act on our income tax provision for 2020.

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Deferred tax assets (liabilities) as of January 3, 2021 and December 29, 2019 are set forth below:

<i>(dollars in thousands)</i>	<b>2020</b>	<b>2019</b>
<b>Deferred tax assets:</b>		
Operating lease liabilities	\$ 139,857	\$ —
Other lease obligations	58,258	—
Unfavorable leases	—	9,620
Accrued compensation and related benefits	8,897	7,372
Unearned revenue	7,956	8,625
Intangible assets	7,313	8,258
Straight-line rent	—	4,346
Self-insurance reserves	2,687	2,605
Operating loss and tax credit carryforwards	888	910
Other	3,519	4,507
Valuation allowance	(7)	(6)
<b>Total deferred tax assets</b>	<b>229,368</b>	<b>46,237</b>
<b>Deferred tax liabilities:</b>		
Intangible asset - trademark/trade name	(65,547)	(65,022)
Operating lease assets	(126,738)	—
Property, equipment and software	(87,083)	—
Owned and leased properties and related obligations	—	(32,075)
Franchise rights	(3,192)	(3,807)
Favorable leases	—	(659)
Other	(2,377)	(1,667)
<b>Total deferred tax liabilities</b>	<b>(284,937)</b>	<b>(103,230)</b>
<b>Net deferred tax liability</b>	<b>\$ (55,569)</b>	<b>\$ (56,993)</b>

The gross amount and expiration dates of operating loss and tax credit carryforwards as of January 3, 2021 are set forth below:

<i>(dollars in thousands)</i>	<b>Amount</b>	<b>Valuation Allowance</b>	<b>Expiration Date</b>
U.S. federal foreign tax credit	\$ 571	\$ —	2025-2028
Various state net operating losses	321	(9)	2021-2040
Various state net operating losses	56	—	Indefinite
Various state credits	23	—	2022-2024
	<b>\$ 971</b>	<b>\$ (9)</b>	

As of January 3, 2021, and December 29, 2019, the Company had unremitted foreign earnings of approximately \$0.4 million and \$0.4 million, respectively. The Company considers the unremitted earnings of its Canadian subsidiary to not be

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permanent in duration. Any repatriation by way of a dividend may be subject to foreign and U.S. federal and state income taxes.

The Company's effective tax rates for the years ended January 3, 2021, December 29, 2019 and December 30, 2018 were 18.9%, 22.0%, and 26.0%, respectively. The provision for income taxes differs from the amount computed by applying the federal income tax rate as follows:

<i>(dollars in thousands)</i>	<b>2020</b>	<b>2019</b>	<b>2018</b>
Income tax provision at the U.S. federal statutory rate	\$ 35,828	\$ 11,064	\$ 12,001
Tax Act impact	—	—	412
State income tax expense, net of U.S. federal income tax effect	3,882	2,004	3,639
U.S. federal tax credits, net of U.S. federal income tax effect	(1,217)	(1,580)	(1,903)
Excess tax benefits from exercise of stock options	(487)	(1,166)	—
Non-taxable advertising funds	(5,547)	—	—
Other	(262)	1,281	683
Total income tax expense (benefit)	<u>\$ 32,197</u>	<u>\$ 11,603</u>	<u>\$ 14,832</u>

The U.S. federal income tax returns for all years ended through January 1, 2017 are settled. The U.S. federal income tax returns for the years ended January 3, 2021, December 29, 2019, December 30, 2018, and December 31, 2017 remain subject to examination. Certain of the Company's state income tax returns from fiscal year 2011 forward remain subject to examination. Various state income tax returns are currently under examination.

**Uncertain Tax Positions**

As of January 3, 2021, December 29, 2019 and December 30, 2018, the Company had unrecognized tax benefits of \$1.1 million, \$0.9 million and \$1.2 million, respectively, which if resolved favorably would reduce income tax expense by \$0.9 million, \$0.7 million and \$0.8 million, respectively.

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

<i>(dollars in thousands)</i>	<b>2020</b>	<b>2019</b>	<b>2018</b>
Beginning balance	\$ 948	\$ 1,167	\$ 400
Additions:			
Tax positions related to current year	449	252	391
Tax positions of prior years	—	33	776
Reductions:			
Tax positions of prior years	(33)	(13)	—
Settlements	—	(31)	—
Lapse of statute of limitations	(220)	(460)	(400)
Ending balance	<u>\$ 1,144</u>	<u>\$ 948</u>	<u>\$ 1,167</u>

During the fiscal year ending January 2, 2022, the Company believes a reduction of unrecognized tax benefits by up to \$0.1 million is reasonably possible, primarily as a result of the expiration of certain state statutes of limitations.

During the years ended January 3, 2021, December 29, 2019 and December 30, 2018, the Company (reduced)/increased interest expense by \$0.0 million, \$(0.0) million and \$(0.0) million and related penalties by \$0.0 million, \$0.0 million and \$(0.1) million, respectively, related to Uncertain Tax Positions. As of January 3, 2021 and December 29, 2019, the Company had approximately \$0.0 million and \$0.0 million, respectively, accrued for interest and \$0.1 million and \$0.0 million, respectively, accrued for penalties related to Uncertain Tax Positions.

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**14. SHARE-BASED COMPENSATION**

**Inspire Brands, Inc.**

Certain of the Company's key employees and board members were previously granted awards under the Maverick's, Inc. 2014 Stock Option Plan and the ARG Investment Corporation 2011 Stock Option Plan. On December 2, 2019 ("Modification Date"), these plans were assumed by Inspire.

As a result, Inspire maintains three equity incentive plans:

- The Inspire Brands, Inc. 2016 Stock Option Plan ("2016 Plan"), formerly the Jimmy John's, LLC Plan;
- The Inspire Brands, Inc. 2014 Stock Option Plan ("2014 Plan"), formerly the Mavericks, Inc. 2014 Stock Option Plan; and
- The Inspire Brands, Inc. 2011 Stock Option Plan ("2011 Plan"), formerly the ARG Investment Corporation 2011 Stock Option Plan (collectively, the "Plans").

Under these Plans, and subject to the terms of the underlying awards, each option holder is awarded the right to purchase shares of Inspire common stock.

Additionally, at the Modification Date, Inspire modified the exercise price and number of previously granted options for the 2011 Plan, 2014 Plan, and 2016 Plan, solely as necessary to reflect changes in capitalization. As of the Modification Date and as of January 3, 2021 and December 29, 2019, there were no awards to Arby's employees under the 2016 Plan. Shares authorized under each Plan were also modified solely as necessary to reflect changes in capitalization.

Certain of the Company's key employees and board members have been granted awards under the 2011 Plan. There are 341,049 shares of Inspire common stock authorized for issuance under the 2011 Plan and, as of January 3, 2021, there were no remaining shares of Inspire common stock available for future awards. Stock options awarded under the 2011 Plan generally have a contractual term of 10 years and an exercise price equal to the estimated fair value of the underlying shares of common stock on the date of grant. Generally, each award vests upon the achievement of defined performance targets and/or in installments on defined anniversary dates over a service period of four years.

Certain of the Company's key employees and board members have been granted stock options under the 2014 Plan. There are 602,822 shares of Inspire common stock authorized for issuance under the 2014 Plan and, as of January 3, 2021, there were 76,139 remaining shares of Inspire common stock available for future awards. Stock options awarded under the 2014 Plan have a contractual term of 10 years and an exercise price equal to the estimated fair value of the underlying shares of common stock on the date of grant. Generally, each award vests upon the achievement of defined performance targets and/or in installments on defined anniversary dates over a service period of four years.

The following table summarizes share-based compensation activity under the Plans for the period ended January 3, 2021:

	Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (Years)
<b>Outstanding at December 29, 2019</b>	27,393	\$ 329.22	
Granted	10,093	599.41	
Exercised	(411)	102.19	
<b>Outstanding at January 3, 2021</b>	<b>37,075</b>	<b>\$ 405.29</b>	7.1
Vested or expected to vest at January 3, 2021	37,075	\$ 405.29	7.1
Exercisable at January 3, 2021	20,878	\$ 268.07	5.5

For the years ended January 3, 2021, December 29, 2019 and December 30, 2018, the Company recorded \$0.9 million, \$2.4 million and \$2.6 million, respectively, of compensation expense for stock option awards issued under the Plans. In addition, the Company recorded incremental expense of \$0.8 million during the year ended December 29, 2019 related to the stock option modification on December 3, 2019. Such compensation expense is included in "General and administrative" and as "Additional paid-in capital."

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For stock options issued and outstanding at January 3, 2021, the Company expects to recognize \$3.2 million of additional expense over the remaining weighted average service period of 2.1 years.

The amount received from the exercise of stock options during the year ended January 3, 2021 was not material. During the year ended December 29, 2019, the Company received \$2.4 million from the exercise of stock options. There were no stock option exercises during the year ended December 30, 2018. The total intrinsic value of the shares exercised in 2020 and 2019 was \$0.2 million, \$9.7 million, respectively.

For the years ended January 3, 2021 and December 29, 2019, the weighted average grant-date fair value of options awarded was \$225 and \$320 per option, respectively. For the year ended December 30, 2018, the pre-modification weighted average grant-date fair value of options awarded was \$6,935.

The determination of fair value was based on the following assumptions:

	<b>2020</b>	<b>2019</b>	<b>2018</b>
Risk-free rate	0.4% to 1.0%	1.8% to 2.3%	2.8%
Expected term	6.2 years	6.2 to 6.3 years	6.2 years
Expected volatility	35.3% to 39.6%	26.8% to 30.1%	35%
Dividend yield	0%	0%	0%

The risk-free interest rate assumption is based upon the grant date or modification date closing rate for U.S. Treasury notes that have a term approximating the expected term of the related options. The expected term is estimated to be between the latest date on which options vest and the contractual term. The expected volatility is based on the average historical volatility of similar companies in the Company's industry. The dividend yield assumption is based on the Company's expectation that it will not pay dividends for the foreseeable future.

**15. IMPAIRMENTS**

Impairments of primarily properties, including operating lease assets, for the years ended January 3, 2021, December 29, 2019 and December 30, 2018 were \$14.0 million, \$3.3 million and \$2.9 million, respectively. These impairment losses related to charges on restaurant level assets resulting from the deterioration in operating performance of certain restaurants.

Impairment losses represent the excess of the carrying amount over the fair value of the affected assets and are included in "Impairments." The fair values of impaired assets discussed above were generally estimated based on the present values of the associated cash flows (Level 3 inputs). There was no remaining net book value of assets measured at fair value as of January 3, 2021 and December 29, 2019.

**16. RETIREMENT BENEFIT PLAN**

The Company has a 401(k) defined contribution plan (the "401(k) Plan") in which all employees who meet certain minimum requirements may elect to participate. The 401(k) Plan permits employees to contribute up to 75% of their eligible compensation, subject to certain limitations. The 401(k) Plan provides for employer matching contributions of up to 4% of eligible compensation and for discretionary profit sharing contributions. In connection with the matching and profit sharing contributions, the Company recorded expense of \$3.5 million, \$3.0 million and \$3.5 million for the years ended January 3, 2021, December 29, 2019 and December 30, 2018, respectively.

**17. GUARANTEES AND OTHER COMMITMENTS AND CONTINGENCIES**

**Term Loans and Revolving Credit Facility Guarantee**

IRB entered into a credit agreement (the "IRB 2018 Credit Agreement") that provides for secured credit facilities, which include Term Loan facilities (the "IRB Term Loans") and a revolving credit facility (the "IRB 2018 Revolving Credit Facility") with revolving loans up to an aggregate maximum of \$250 million.

During the first fiscal quarter of 2020, the Company entered into an amendment (the "Second Amendment") to the IRB 2018 Credit Agreement under which the Applicable Margin for the Term Loan B Facility and the IRB 2018 Revolving Credit Facility has been reduced by 50 basis points, from 3.25% to 2.75%. The remaining provisions of the IRB Credit

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Agreement remain substantially unchanged, including the outstanding principal amount as of the Second Amendment closing date and the maturity date of February 5, 2025.

In conjunction with the acquisition of Dunkin Brands Group, Inc. during fiscal year 2020, IRB entered into an incremental Term Loan B facility of \$2.6 billion and increased the capacity on the IRB 2018 Revolving Credit Facility to an aggregate maximum of \$490 million. The IRB 2018 Revolving Credit Facility is available until December 15, 2025.

The following table summarizes the borrowings outstanding under the IRB 2018 Credit Agreement as of January 3, 2021 and December 29, 2019:

<i>(dollars in thousands)</i>	Issuance Date	Maturity Date	2020		2019	
			Outstanding Principal	Effective Interest Rate <sup>(c)</sup>	Outstanding Principal	Effective Interest Rate <sup>(c)</sup>
Term Loan B Facility <sup>(a)(c)</sup>	February 2018	February 2025	\$ 2,533,509.00	4.26 %	\$ 2,566,073.00	5.00 %
Term Loan B Facility <sup>(b)(c)</sup>	December 2020	December 2027	2,575,000.00	4.77 %	—	—
<b>Total IRB Term Loans</b>			<b>\$ 5,108,509.00</b>		<b>\$ 2,566,073.00</b>	
Revolving Credit Facility	February 2018	February 2025	\$ 150,000.00	(c)	\$ 140,000.00	(c)

- (a) The principal amount of the term loan amortizes in quarterly installments equal to 0.25% of the original principal amount through December 31, 2024, with the remaining balance payable on February 5, 2025.
- (b) The principal amount of the new Term Loan amortizes in quarterly installments equal to 0.25% of the original principal amount through September 30, 2027, with the remaining balance payable on December 15, 2027.
- (c) The IRB Term Loans and borrowings under the 2018 Revolving Credit Facility bear interest at either (1) 2.25% plus the greater of (a) the Federal Funds Effective Rate plus 0.50%, (b) the Prime Rate, (c) the monthly Adjusted London InterBank Offered Rate (“Adjusted LIBOR”) applicable to dollar borrowings, plus 1.00%, or (2) 3.25% plus the greater of (a) LIBOR divided by one minus the statutory reserves applicable to Eurocurrency borrowing, (b) 1.0%.

The 2018 Credit Agreement contains customary provisions relating to mandatory prepayments, voluntary prepayments, conditions to borrowings and issuances of letters of credit under the 2018 Revolving Credit Facility, representations and warranties, affirmative covenants, negative covenants and events of default. All obligations under the 2018 Credit Agreement are guaranteed by the Company and its subsidiaries and secured by substantially all assets of the Company and its subsidiaries.

**IRB Senior Notes Guarantee**

IRB entered into an indenture and issued notes in an aggregate principal amount of \$485.0 million (the “2018 Notes”), which have a 6.75% fixed rate. Interest payments on the 2018 Notes are payable semi-annually in arrears on April 15 and October 15 of each year, which commenced on October 15, 2018. The maturity date of the 2018 Notes is February 15, 2026.

The 2018 Notes are senior unsecured obligations of IRB and effectively subordinated to all secured indebtedness of IRB. The 2018 Notes are guaranteed, on a senior unsecured basis, by the Company.

During 2020, IRB entered into an indenture and issued notes in an aggregate principal amount of \$750 million (the “2020 Notes”), which have a 7.0% fixed rate. Interest payments on the 2020 Notes are payable semi-annually in arrears on June 15 and December 15 of each year, which commenced on December 15, 2020. The maturity date of the 2020 Notes is June 15, 2025.

The 2020 Notes are senior secured obligations of IRB. The 2020 Notes are guaranteed, on a senior secured basis, by the Company.



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**Guarantees and Contingent Liabilities**

The Company guarantees the performance of the lease obligations for six formerly Company-owned restaurant locations as of January 3, 2021 and is indemnified with respect to its guarantee of the remaining lease obligations for all of these properties. The guarantees, which extend through 2027, aggregated a maximum of \$3.3 million and \$2.4 million as of January 3, 2021 and December 29, 2019, respectively. The Company was indemnified for \$3.3 million and \$2.4 million of such payments as of January 3, 2021 and December 29, 2019, respectively, for the indemnified properties assuming all scheduled lease payments had been made by the respective tenants through January 3, 2021 and December 29, 2019. The estimated fair value of the guarantees was recorded at the inception of each guarantee. The carrying amount of the guarantees was \$0.1 million and \$0.1 million as of January 3, 2021 and December 29, 2019, respectively, and is included in "Other liabilities."

The Company is self-insured for most workers' compensation and general liability claims subject to self-insured retention limits of \$500 and \$500 per occurrence, respectively, and determines its liabilities for claims incurred but not reported on an actuarial basis. The Company is self-insured for health care claims, subject to a self-insured retention limit of \$500 per claim per calendar year accumulation of claims per member for eligible participating employees subject to certain deductibles and limitations, and determines its liability for health care claims incurred but not reported based on historical claims data.

**Purchase Commitments**

*Beverage Agreements*

Beverage purchases the Company made under various agreements for the years ended January 3, 2021, December 29, 2019 and December 30, 2018 were \$12.2 million, \$9.2 million and \$9.8 million, respectively. The Company's average annual purchases under these agreements are estimated to be \$13.6 million over the next 7 years. Based on current prices and the current ratio of sales at Company-owned restaurants to franchised restaurants, the Company's total remaining beverage purchase commitment is estimated to be \$95.1 million over the remaining life of the contracts.

*Advertising Commitments*

The Company had purchase commitments of \$2.5 million as of January 3, 2021 related to execution of its advertising strategy, including agency fees and media buy obligations for 2020. Because most media purchase commitments can be canceled within 90 days of scheduled broadcast, the Company does not believe that termination of these agreements would have a significant impact on its operations.

**Data Security Incident**

On February 9, 2017, the Company posted a "Statement Regarding Data Security Incident" on a page on its website in which it disclosed that it had launched an investigation of its payment card systems. On March 10, 2017, the Company provided further information that it had learned of, and quickly took measures to contain and eradicate, malware that was present on the point-of-sale systems of certain Company-owned restaurants (the "Data Security Incident") and posted a list of restaurants apparently affected during specified timeframes at [www.arbys.com/security](http://www.arbys.com/security), which the Company updated on April 14, 2017. The Company believes that, by means of the malware, the intruder may have been able to access data from payment cards used during time frames that vary by restaurant but in each case begin no earlier than October 8, 2016 and end no later than January 12, 2017. In some instances, the malware appears to have identified data from the card's magnetic stripe that included the cardholder name and number and in other instances the card data identified by the malware did not appear to include the cardholder name.

In this regard, seven actions were commenced against the Company by financial institutions seeking class certification for claims alleged to arise from the Data Security Incident and two actions were commenced against the Company by consumers seeking class certification for claims alleged to arise from the Data Security Incident. On June 6, 2019, the Court approved a class action settlement of the consumer claims (the "Consumer Settlement"). Under the Consumer Settlement, the Company agreed to pay approved consumer claims up to a \$2.0 million cap, agreed to pay the costs associated with the administration of the Consumer Settlement, and agreed not to object to a request for attorneys' fees up to a cap of \$1.0 million, a request for attorneys' costs up to a cap of \$35,000, or a request for class representative service awards in the amount of \$23,000. On November 27, 2020, the Court approved a class action settlement of the financial institutions claims (the "FI Settlement"). Under the FI Settlement, the Company agreed to pay approved FI claims up to a \$3.0 million cap, agreed to pay the costs associated with the administration of the FI Settlement, and agreed not to object to a request for

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attorneys' fees, a request for attorneys' costs, and a request for class representative service awards up to a combined cap of \$2.3 million.

Also, as a result of the Data Security Incident, the payment card brands conducted an investigation and, although the Company's network had been found in 2016 by an independent third-party assessor to be compliant with applicable data security standards, the forensic investigator working on behalf of the payment card brands has claimed that the Company was not in compliance with certain data security standards at the time of the Data Security Incident and that one such alleged non-compliance contributed in some manner to the Data Security Incident. Based on the allegations of the forensic investigator, the payment card brands have asserted certain claims either directly against the Company or against the acquiring bank with which the Company had entered into a merchant services agreement to accept payment cards (as to which the acquiring bank has in turn claimed reimbursement from the Company). American Express has asserted a claim directly against the Company for operating expenses allegedly incurred by issuers of American Express-branded cards in the aggregate amount of \$0.5 million. The Company and American Express entered into a confidential settlement of the American Express Claim for an amount that the Company does not consider to be material. MasterCard asserted a claim for fraud losses and operating expenses allegedly incurred by issuers of MasterCard-branded cards in the aggregate amount of \$2.7 million. In addition, Visa asserted a claim for a non-compliance fine as well as a claim for fraud losses and operating expenses allegedly incurred by Visa-branded payment cards in the aggregate amount of \$16.5 million. In connection with the claims by Visa and MasterCard, Banc of America Merchant Services (acting for itself and as agent for the acquiring bank with which the Company had entered into a merchant services agreement to accept payment cards) has commenced litigation against the Company seeking reimbursement in the aggregate of \$19.2 million, and the Company filed third-party complaints against Visa and Mastercard seeking recovery for any amounts for which the Company may be liable to Banc of America Merchant Services..

During the year ended January 3, 2021, the Company incurred \$1.7 million of costs related to the Data Security Incident which primarily include professional advisory and legal costs relating to our investigation of the Data Security Incident and defense of related claims. The Company expects to incur additional costs and expenses related to the Data Security Incident in the future, including costs and expenses resulting from claims and investigations arising from the Data Security Incident that have been or may be instituted by various third parties, including payment card brands, financial institutions, consumers and governmental entities. As of January 3, 2021, the Company has accrued approximately \$7.6 million for the Data Security Incident.

As of January 3, 2021, the costs and expense incurred to date have been in excess of the applicable cyber insurance coverage. While an estimate of the aggregate amount of financial loss from the Data Security Incident has been recorded by the Company, additional costs and expenses associated with the Data Security Incident may be incurred, and such costs and expenses could have a material impact on the Company's results of operations in future periods. The Company will continue to evaluate information as it becomes available and will adjust our estimates accordingly.

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**18. TRANSACTIONS WITH RELATED PARTIES**

A summary of transactions between the Company and its related parties for the years ended January 3, 2021, December 29, 2019 and December 30, 2018 is as follows:

	2020	2019	2018
Transactions with related parties:			
Inspire cost allocation (a)	\$ 65,040	\$ 66,699	\$ 49,426
Management agreement (b)	—	1,872	1,818
Management agreement with affiliate (c)	—	—	8
Dividends (d)	582,020	—	79,953
Capital contributions from affiliates (e)	327,389	679	—
Charitable contributions to the Foundation (f)	—	55	100
Note receivable from ARG IH LLC (g)	380,054	380,000	380,000
Interest income from ARG IH LLC (h)	6,103	5,988	5,988
Note receivable from IRB (i)	122,800	—	—
Interest income from IRB (j)	269	—	—

- (a) On February 5, 2018, Inspire established a shared service center. As a result, shared service costs from that date have been directly incurred by Inspire and were allocated to Arby's based on budgeted revenues. These costs are included in "General and administrative." As a result of these allocations, Arby's results of operations may not be indicative of those that would be achieved if they had operated on a stand-alone basis.
- (b) The Company has a management agreement with an affiliate of ARG Investment effective July 4, 2011 that provides for an initial annual fixed fee of \$1,500 plus 3% annual increases beginning July 1, 2012. Such fees are paid quarterly and are included in "General and administrative."
- (c) The Company has a management agreement with ARG Investment effective November 13, 2015 whereby ARG Investment provides certain management advisory and tax consulting services to the Company. Fees are paid pursuant to this agreement as billed and are included in "General and administrative."
- (d) The Company paid cash dividends and IRB received \$582.0 million of the dividends in 2020 and Mavericks, Inc. received \$80.0 million of the dividends in 2018. There were no cash dividends paid in 2019.
- (e) During 2020 and 2019, the Company received capital contributions from IRB of \$327.4 million.
- (f) The Company made charitable contributions to The Arby's Foundation, Inc., a not-for-profit charitable foundation in which the Company has non-controlling representation on the board of directors, primarily utilizing funds reimbursed to the Company under the terms of a contract with one of its beverage vendors. Such payments are included in "General and administrative."
- (g) During 2015, in conjunction with the issuance of the Class A-2 Notes, the Company issued a note receivable to ARG IH LLC due on demand and in no case later than November 13, 2022 with interest accruing at 1.58% per annum, payable quarterly. There was no accrued interest as of January 3, 2021 or December 29, 2019.
- (h) The Company received interest income from ARG IH LLC, which is included in "Other income, net."
- (i) During 2020, in conjunction with the Inspire acquisition of Dunkin Brands Group, Inc., the Company issued a note receivable to IRB due on demand and in no case later than June 15, 2023 with interest accruing at 4.00% per annum, payable quarterly. There was no accrued interest as of January 3, 2021. IRB has the ability and intent to cash settle this note receivable with the Company under the terms of the arrangement, and management believes the significant terms of the arrangement are comparable to terms that would be expected to be available from external sources.
- (j) The Company received interest income from IRB, which is included in "Other income, net."

**19. LEGAL AND ENVIRONMENTAL MATTERS**

In addition to the Data Security Incident in Note 17, the Company is involved in various litigation and claims incidental to its business. Although the outcome of these matters cannot be predicted with certainty and some of these matters may be resolved unfavorably to the Company, based on currently available information, including legal defenses available to the Company and its legal reserves and insurance coverages, the Company does not believe that the outcome of these legal matters will have a material adverse effect on its consolidated financial position, results of operations or cash flows.

\*\*\*\*\*

**EXHIBIT C**  
**DEVELOPMENT AGREEMENT**



# DEVELOPMENT AGREEMENT

**ARBY'S FRANCHISOR, LLC  
DEVELOPMENT AGREEMENT**

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**EXHIBITS:**

- A – Territory
- B – Development Agreement Schedule

## **DEVELOPMENT AGREEMENT**

This is a Development Agreement ("Development Agreement") made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between ARBY'S FRANCHISOR, LLC a Delaware limited liability company, with its principal office at Three Glenlake Parkway NE, Atlanta, Georgia 30328 (Arby's"), and \_\_\_\_\_, a(n) individual/corporation/partnership with its/her/his principal office/residence located at \_\_\_\_\_, ("Developer").

**WHEREAS**, Arby's is licensed to use a number of trademarks and service marks ("Arby's Trademarks" or the "Trademarks") and is a franchisor of a system of Restaurants ("Arby's Restaurants" or the "Restaurants"), featuring Arby's deli inspired sandwiches and other food items (the "Arby's System" or the "System"); and

**WHEREAS**, Developer desires the exclusive rights to develop Arby's Restaurants within the geographic area specified in this Development Agreement for the limited term of this Development Agreement; and

**WHEREAS**, Arby's is willing to grant such rights in accordance with the terms and conditions of this Development Agreement.

**NOW, THEREFORE**, it is mutually agreed as follows:

**1. GRANT.** Arby's hereby grants to Developer during the term of this Development Agreement and subject to the conditions hereof the exclusive right to develop Arby's Restaurants in the limited geographical area identified and set forth in Exhibit A, exclusive of any Unit Trading Area or Protected Area located therein as defined in any License or Franchise Agreements currently issued to other parties; this geographical area shall be referred to as the "Territory." The operation of the Restaurants developed pursuant to this Development Agreement will be governed by individual License Agreements issued by Arby's in accordance with Section 11 below. So long as Developer is in compliance with the terms and conditions of this Development Agreement, Arby's will not license others to operate, nor will it itself operate, any new or additional Arby's Restaurants in the Territory during the term of this Development Agreement.

**2. TERM.** Unless earlier terminated pursuant to Section 13, this Development Agreement shall expire as shown on Exhibit B (the "Development Agreement Schedule"), or upon the execution by Arby's of the License Agreement for the last of the Restaurants specified on the development schedule (the "Development Schedule") set forth in Exhibit B, whichever occurs first.

**3. DEVELOPMENT FEE.** Upon execution of this Development Agreement, Developer shall pay to Arby's a fee (the "Development Fee"), as shown on Exhibit B. This Development Fee shall be fully earned by Arby's in consideration of its execution of this Development Agreement and shall be non-refundable. Developer also must pay Arby's or the affiliates of Arby's within ten (10) calendar days after demand: (i) all sales taxes, corporate taxes and any like taxes imposed on, required to be collected by, or paid by Arby's on account of Arby's collection of any fee related to this Development Agreement; (ii) all franchise or like taxes, whether based on gross receipts, gross revenues, Development Fee or otherwise, imposed on, required to be collected by, or paid by Arby's; and (iii) all other amounts Arby's pays or must pay for Developer for any reason.

**4. DEVELOPMENT SCHEDULE.** Developer shall open and continuously operate properly licensed Arby's Restaurants in accordance with the Development Schedule set forth in Exhibit B. In the event that Developer opens and continuously operates a greater number of Arby's Restaurants than required during any interim period of the Development Schedule, the requirements of the succeeding period(s) shall be deemed satisfied to the extent of such excess number of Restaurants, up to the total number of Restaurants specified in the Development Schedule.

**5. LOCATION OF RESTAURANTS.** Developer is responsible for locating proposed sites within the Territory for each of the Restaurants contemplated in the Development Schedule; during the term of this Development Agreement, Developer shall use its best efforts to locate suitable sites. Arby's may, in its judgment, offer counseling and advice in site selection. In no event, however, shall Arby's be obligated to loan money, guarantee leases, provide financing or otherwise become directly involved and/or obligated to

Developer or to any third party in respect of such site selection or development; these activities and undertakings shall be the exclusive responsibility of Developer, financially and otherwise.

**6. SITE ACCEPTANCE.** Upon selection by Developer of a proposed site for a Restaurant, Developer shall promptly submit to Arby's such specific site data and demographic and other information concerning the site as may be reasonably required by Arby's, utilizing such forms as may be required by Arby's. Arby's shall either accept or reject such site in accordance with Arby's then-current site selection policies and procedures. To be effective, any acceptance must be in writing. Developer understands and acknowledges that Arby's may reject any proposed site, in which event, Developer will not proceed at the rejected site but will seek to locate an acceptable site. The acquisition in any manner of any proposed site or the expenditure of any amount associated with any proposed site prior to written acceptance by Arby's shall be at the sole risk and responsibility of Developer and shall not obligate Arby's, in any way, to accept same.

**7. DISCLAIMER.** In executing this Development Agreement, accepting a proposed site, giving approvals or advice, or providing services or assistance in connection with this Development Agreement, Arby's does not guarantee the suitability of an accepted site or the success of any Arby's Restaurant established at such site. Arby's expressly disclaims any warranties, express or implied, with respect to the suitability of any site or the success of any Restaurant. Developer understands and acknowledges that the suitability of a site and the success of any Restaurant depends on many factors outside the control of either Arby's or Developer (such as interest rates, unemployment rates, demographic trends, and the general economic climate), but principally depends on Developer's efforts in the operation of the Restaurant.

**8. LOCATION REQUIREMENTS.** As a condition for accepting a proposed site, Arby's may require Developer to negotiate a lease or sales contract that includes certain terms regarding duration or other specified matters. Developer understands and acknowledges that a site acceptance may be conditioned on such matters, and if Developer does not wish to or cannot satisfy the pertinent conditions within a reasonable time, the site will be deemed rejected. If Developer (or a licensed entity of Developer) will be leasing the site for its Restaurant, then promptly following Arby's written approval of the site and prior to Developer (or a licensed entity of Developer) becoming a lessee of the Licensed Premises, he/ she will provide Arby's with a true, correct and complete copy of any such lease, which lease is subject to Arby's acceptance, which acceptance will not be unreasonably withheld, delayed or conditioned. Additionally, Developer (or a licensed entity of Developer) will use its commercially reasonable best efforts to include the following terms in its lease for the Licensed Premises: (i) a provision reserving to Arby's the right to receive an assignment of the lease upon termination (prior to expiration) of the License Agreement; (ii) a provision requiring the lessor concurrently to send Arby's a copy of any written notice of a lease default sent to Developer (or a licensed entity of Developer) and granting Arby's the right (but not the obligation) to cure any lease default within fifteen (15) business days after the expiration of Developer's (or a licensed entity of Developer's) cure period; (iii) a provision evidencing their right to display the Trademarks according to the specifications in the Arby's Operating Standards Manual ("Manual") (subject only to applicable law); and (iv) provisions, in form satisfactory to Arby's, expressly providing both Developer (or a licensed entity of Developer) and Arby's the ability to take all actions necessary in order to comply with Arby's option to cure a default under the License Agreement, including but not limited to, requiring the lessor thereunder to give Arby's reasonable notice of any contemplated termination. Neither Arby's acceptance of the Licensed Premises nor Arby's review and acceptance of the lease shall constitute a guarantee or warranty, express or implied, of the successful operation or profitability of a Restaurant at the Licensed Premises. Such review and acceptance indicates only that Arby's believes the Licensed Premises and the lease terms meet Arby's then current criteria.

**9. CONSTRUCTION.** Upon receiving acceptance for a proposed site, Developer shall proceed promptly to secure control of the accepted site and to obtain necessary zoning and building approvals and permits. Arby's will provide standard plans for the Arby's-approved building, including specifications for fixtures, furnishings, signs, and equipment. Developer must hire an architect and general contractor to adapt these standard plans to the accepted site and must submit final working plans to Arby's for approval within the time limits set by Arby's. Developer shall not proceed with construction or remodeling until Developer has received Arby's written approval of the final working plans. Developer shall ensure that the building is constructed or remodeled in accordance with the final working plans and specifications designated and approved by Arby's in writing. Developer will allow Arby's to make periodic inspections and will provide such periodic progress reports as may be requested by Arby's. Developer shall submit actual construction costs to



Arby's within one hundred twenty (120) days of project completion.

**10. TRAINING.**

- (a) Developer, a general partner of Developer (if Developer is a partnership), or the majority shareholder, limited partner, member or other equity owner of Developer (if Developer is a corporation), must complete Arby's New Franchisee Orientation ("NFO") program prior to issuance of the License Agreement unless Developer is already operating at least one Arby's Restaurant.
- (b) Three representatives of Developer must attend and be certified at Arby's Restaurant Management Training Program ("MTP"), or a comparable training program approved by us in our sole judgment, at a Nationally Certified Training Restaurant ("NCTR"), prior to issuance of the first License Agreement. If Developer is an individual who intends to participate in the daily operation of the Restaurant, or if Developer includes a general partner or shareholder, limited partner, member or other equity owner who intends to participate in the daily operation of the Restaurant, that person must attend and be certified at the MTP as one of Developer's three representatives.
- (c) If Developer is already operating one Arby's Restaurant, three additional representatives of Developer must attend and be certified at MTP prior to issuance of the second License Agreement, and one representative of Developer per Restaurant must attend and be certified at MTP prior to the issuance of any and all subsequent License Agreements.
- (d) Arby's will pay the tuition for training at the NFO program and for attendance at MTP of up to three managers at an NCTR for the first Restaurant and one manager for the second Restaurant. All other tuition and expenses shall be the sole responsibility of Developer (including training fees or tuition).

**11. LICENSE AGREEMENT.**

- (a) No Arby's Restaurant may be opened or operated by Developer under any circumstances until the required License Fee shown on Exhibit B has been paid and the License Agreement for such location has been executed by Arby's.
- (b) The License Fee for each License Agreement must be paid upon the earlier of either ninety (90) calendar days prior to the scheduled opening or upon commencement of construction.
- (c) All License Agreements issued pursuant to this Development Agreement will contain generally the same terms and conditions as are being offered to other licensees similarly situated at the time of issuance, including without limitation those pertaining to the duration of the License Agreement, except that, as long as Developer fully complies with this Development Agreement, the fees payable under each License Agreement will reflect the royalty and/or license fee incentive programs listed on Exhibit B. If Developer fails to comply with the Development Schedule or any other provision of this Development Agreement, then, without limiting Arby's other rights and remedies, including without limitation the right to terminate this Development Agreement pursuant to Section 13, Developer shall no longer be eligible for any royalty and/or license incentive programs listed on Exhibit B.
- (d) As a condition to Arby's execution of each License Agreement, Arby's may require Developer's principals, or its ultimate parent company, if any, (the "Guarantors") to execute, in a form acceptable to Arby's in its sole judgment, a guaranty to secure payment of royalties and other fees required to be paid and performance of all obligations under the License Agreement.
- (e) Developer shall comply with Arby's then-current franchising policies and procedures for issuance of the License Agreements. Arby's need not issue a License Agreement if Developer does not meet Arby's then-current franchising policies and procedures for issuance of the

License Agreements.

- (f) Arby's shall be under no obligation to execute and issue a License Agreement if Developer is in breach or default of any other License or Franchise Agreement between Arby's and Developer, or if Developer is not eligible for expansion pursuant to Arby's then-current criteria for expansion.
- (g) Arby's shall be under no obligation to execute and issue a License Agreement unless Developer has complied in a timely manner with all terms and conditions of this Development Agreement and has satisfied all requirements set forth herein (including construction and training requirements) with respect to the pertinent accepted site.
- (h) If and when a License Agreement is executed by Arby's, it shall govern the relations between the parties with respect to the pertinent Restaurant.

**12. NO RIGHT TO OPERATE OR USE TRADEMARKS.** Except as provided herein, Developer acknowledges that until a License Agreement has been issued for a specified site, Developer shall not have or be entitled to exercise any of the rights, powers and privileges granted by the License Agreement, including without limitation the right to use Arby's Trademarks; that the execution of this Development Agreement shall not be deemed to grant any such rights, powers or privileges to Developer; and that Developer may not under any circumstances commence operation of any Arby's Restaurant prior to execution by Arby's of a License Agreement for the pertinent location.

**13. TERMINATION.** This Development Agreement shall terminate immediately and without notice to either party upon:

- (a) the death of Developer, if Developer is an individual; or
- (b) the commencement of any proceedings by or against Developer under the Bankruptcy Act, under any Chapter thereof or amendment thereto, or under any other insolvency act, whether federal or state; the appointment of any trustee or receiver for the business or property of Developer; or any assignment by Developer for the benefit of creditors.

Arby's shall have the right at its election to terminate this Development Agreement immediately upon notice to Developer, upon the occurrence of any of the following:

- (c) failure to comply with the Development Schedule;
- (d) the attempted assignment of this Development Agreement without the prior written approval of Arby's;
- (e) if Developer is a corporation or a partnership, the transfer of any of the capital stock or partnership interest of such corporation or partnership during the term of this Development Agreement without the prior written approval of Arby's;
- (f) the discovery by Arby's of any material misrepresentation in any of the information or documents submitted to Arby's by or on behalf of Developer;
- (g) any violation by Developer of any of the provisions of this Development Agreement; or
- (h) the termination by Arby's of any License or Franchise Agreement or other agreement between Arby's and Developer or Developer's failure to cure a default under any other agreement between Arby's and Developer within the time specified by Arby's.

For purposes of Sections 11 and 13 herein, any License or Franchise Agreements issued to Developer, any affiliated company of Developer or any corporation, Guarantor, partnership or joint venture (or their affiliates) in which Developer or any stockholder, Guarantor, partner or joint venture of Developer, direct

or indirect, has any interest of ownership or participation, regardless of location, shall be deemed an agreement between Arby's and Developer.

**14. EFFECT OF EXPIRATION OR TERMINATION.** Upon expiration or completion of this Development Agreement, or upon termination for any reason, the rights granted to Developer pursuant to Section 1 of this Development Agreement shall be extinguished immediately. Unless the parties have executed a new development agreement, Arby's thereafter shall have the right to operate or permit others to operate Arby's Restaurants within the Territory, except as limited by the Unit Trading Area or Protected Area provisions of any then-effective License or Franchise Agreements.

**15. CONFIDENTIALITY.** At all times during the term of this Development Agreement, and after termination of this Development Agreement for any reason, Developer (and its directors, officers, employees, representatives, managers, shareholders, members, partners, or other equity owners and any Guarantors) shall not divulge, disclose or communicate, directly or indirectly, to any other person or entity any confidential or proprietary information or knowledge obtained from Arby's.

**16. ASSIGNMENT.** This Development Agreement shall inure to the benefit of and be binding upon Arby's, its successors and assigns. However, neither this Development Agreement nor any of Developer's rights hereunder shall be assignable or transferable by Developer, directly or indirectly, by operation of law or otherwise, without prior written approval from Arby's.

**17. NEW DEVELOPMENT AGREEMENT.** If Developer wishes to negotiate a new development agreement with Arby's with respect to further development of Arby's Restaurants in the Territory, Developer must so advise Arby's in writing sixty (60) calendar days before the expiration date of this Development Agreement or sixty (60) calendar days before the anticipated date of execution of the License Agreement for the final restaurant under the Development Schedule in Exhibit B. Subject to receipt of such notice and so long as Developer has substantially complied with the Development Agreement during the initial term, and at the expiration date of the Development Agreement, and within twelve (12) months prior thereto, Developer is not and has not been in default in the performance of any material obligation under this Development Agreement or any License or Franchise Agreement or other agreement with Arby's, Arby's then will negotiate in good faith with Developer with respect to a new development agreement during the remainder of the term of this Development Agreement.

**18. NOTICE.** Any and all notices and demands required to be given hereunder shall be in writing and sent by a recognized overnight delivery or express service that provides evidence of delivery or attempted delivery (e.g. Fed Ex; DHL) to Arby's Franchisor, LLC, Attention: General Counsel, Three Glenlake Parkway NE, Atlanta, Georgia 30328, and by facsimile to (678) 514-5344 and to Developer at the notice address specified in Exhibit B, or to such other addresses as either party may hereafter provide to the other as a notice or principal address. Developer is required to provide Arby's with an official email address which will be set forth in Exhibit B to receive communications, and Arby's electronic transmission of these communications to this email address shall be considered valid written notice delivered in compliance with this Section 18. Any notice, demand, or communication shall be deemed given as of the date of delivery or attempted delivery. Developer must notify Arby's of and maintain a street address for the purposes of all notices required hereunder, and shall provide Arby's with current facsimile, phone numbers and addresses (including email) in order to maintain current notice and contact information.

**19. GOVERNING LAW AND FORUM SELECTION.** This Development Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Georgia. In the event of any dispute concerning the parties' rights or obligations under this Development Agreement, Developer agrees to file any suit against Arby's only in the federal or state court having jurisdiction where Arby's principal office is then located.

**20. DEVELOPER'S ACKNOWLEDGEMENTS.** Developer understands and acknowledges that there are significant risks in any business venture and that the primary factor in Developer's success or failure under this Development Agreement will be Developer's own efforts. In addition, Developer acknowledges that Arby's and its representatives have made no representations to Developer other than or inconsistent with the matters set forth in the Franchise Disclosure Document provided to Developer and that Developer has undertaken this venture solely in reliance upon the matters set forth in the Franchise Disclosure Document and

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

**21. ENTIRE AGREEMENT.** This Development Agreement, including all attached Exhibits which are incorporated herein by reference, contains the entire agreement between the parties with respect to the subject matter hereof and shall not be modified except by a written document executed by both parties. Notwithstanding the foregoing, nothing in the preceding sentence is intended to disclaim the representations made in the Franchise Disclosure Document.

This Development Agreement is hereby executed by Arby's and the Developer effective on the date indicated on the first page of this Development Agreement.

**DEVELOPER:**

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

**ARBY'S FRANCHISOR, LLC**

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

**EXHIBIT A  
TERRITORY**

<b>Area</b>	<b>AC</b>	<b>Territory<sup>1</sup></b>	<b>County Reference</b>	<b>ST</b>	<b>DMA Reference</b>	<b>Exhibit</b>	<b>Development Incentive</b>
<b>1.</b>	<b>AC*****</b>	[A one (1) mile radius of the site-specific address of _____ or specify: _____.]				<b>A-1</b>	
<b>2.</b>	<b>AC*****</b>					<b>A-2</b>	

<sup>1</sup>The TERRITORY above will exclude malls, college and university campus locations, hospitals, and other similar institutional type facilities, toll plazas, military bases, theme/amusement parks, airports, casinos, special location activity centers such as sports arenas, and sovereign nations.

**EXHIBIT B  
DEVELOPMENT AGREEMENT SCHEDULE**

**I. Term**

Subject to Section 2 of the Development Agreement, the term of this Development Agreement shall expire on \_\_\_\_\_ or whenever the last Arby's Restaurant opens, whichever occurs first.

**II. Development Schedule**

Date by Which Complete Site Package Must be Submitted	Date by Which the Restaurants Must be Opened and Continuously Operating for Business in the Territory	Annual Number of Restaurants to be opened	Cumulative Number of Restaurants Required to be Open and Continuously Operating for Business in the Development Territory

**III. Development Incentive Terms**

Fees	Traditional Development	New Restaurant Opening ("NRO") Expires June 30, 2022	Development Incentive Program ("DIP") (Note 2) Effective July 1, 2022	Select Market Development Incentive Program ("SMDIP") (Note 2) Effective July 1, 2022	Vet Fran Program	Proximity Incentive Program ("PIP")
Development Fee: Number of Restaurants ____ x Development Fee per Restaurant \$ _____ = \$ _____	\$12,500	\$12,500	\$12,500	\$12,500	\$6,250	\$12,500
License Fee per Restaurant	\$37,500	\$0	\$0	\$0	\$0	\$37,500
Royalty Fee Rate (Note 1)	4%	2022 NRO (Note 3) 0% year one 1% year two 2% year three 4% term balance  2023 NRO (Note 4) 1% year one 2% year two 4% term balance  2024 NRO (Note 5) 1% year one 4% term balance	1 to 5 Restaurants: 1% first 12 months 2% 13-24 months 4% term balance  6 or more Restaurants: 1% first 18 months 2% 19-24 months 4% term balance	1 to 5 Restaurants: 1% first 12 months 2% 13-24 months 4% term balance  6 or more Restaurants: 1% first 24 months 4% term balance	Applicable incentive	1% year one 2% year two 3% year three 4% term balance

ACKNOWLEDGED AND APPROVED

\_\_\_\_\_ (Developer)  
\_\_\_\_\_ (Arby's)

Notes: .

- (1) The reduced Royalty Fees described above shall apply only if Developer (i) complies with the construction cost reporting requirement set forth in Section 9 of the Development Agreement, and (ii) builds the Restaurant in the design, to the specifications, and at the location approved by Arby's in accordance with Section 9 of the Development Agreement. If Developer fails to meet these conditions, then the Royalty Fee shall be 4% of Gross Sales.
- (2) The License Fee and Royalty Fee incentives for the DIP and SMDIP apply only for Arby's Restaurants that are open and operating in accordance with a valid License Agreement on or before December 31, 2024. Arby's Restaurants that open after that date will receive the Traditional Development terms for the License Fee and Royalty Fee, even if they open in compliance with the deadlines in the Development Schedule.
- (3) Restaurant must first open for business on or before December 31, 2022.
- (4) Restaurant must first open for business between January 1, 2023 and December 31, 2023.
- (5) Restaurant must first open for business between January 1, 2024 and December 31, 2024.

**IV. Developer Notice and Email Addresses**

ACKNOWLEDGED AND APPROVED

\_\_\_\_\_ (Developer)

\_\_\_\_\_ (Arby's)

**EXHIBIT D**  
**LICENSE AGREEMENT**



EXHIBIT D

Restaurant # \_\_\_\_



# LICENSE AGREEMENT

**ARBY'S FRANCHISOR, LLC  
LICENSE AGREEMENT**

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**Exhibits:**

- A – Legal Description of the Property and Key Contract Data
- B – Protected Area
- C – Statement of Legal Composition
- D – Guaranty Agreement
- E – Market Tiers
- F – EFT Authorization Agreement
- G – Cooperative Area Advertising Program Standard Form Bylaws

**ARBY'S FRANCHISOR, LLC  
LICENSE AGREEMENT**

This is a License Agreement (this "License Agreement" or "Agreement") made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Arby's Franchisor, LLC, a Delaware limited liability company, with its principal office at Three Glenlake Parkway NE, Atlanta, Georgia 30328, ("Arby's"), and \_\_\_\_\_, a(n) individual/corporation/limited liability company/partnership with its/her/his principal office/residence located at \_\_\_\_\_ ("Licensee").

**WHEREAS**, Arby's is licensed to use a number of trademarks, service marks and trade names (the "Arby's Trademarks" or the "Trademarks"), which have been used in the development, organization and operation of a system of restaurants (individually, an "Arby's Restaurant" or "Restaurant" and collectively, "Arby's Restaurants" or "Restaurants") featuring Arby's deli inspired sandwiches and related items (the "Arby's System" or the "System");

**WHEREAS**, substantial goodwill and public acceptance are associated with the Arby's Trademarks and the Arby's network of Restaurants;

**WHEREAS**, Arby's has entered into license and franchise agreements for the operation of Arby's Restaurants on a nationwide basis; and

**WHEREAS**, Licensee desires to enter into this License Agreement to receive the right and privilege to use the Arby's Trademarks in the operation of a single Arby's Restaurant, upon the terms and conditions hereinafter provided.

**NOW, THEREFORE**, it is mutually agreed as follows:

**ARTICLE 1. GRANT OF LICENSE**

1:1 Arby's hereby grants Licensee a license and franchise to:

1:1:1 LICENSED BUSINESS AND LICENSED PREMISES

Operate a restaurant business under the name "Arby's", only at the location fully described in Exhibit A (such location, the "Licensed Premises", and such business together with the Licensed Premises, the "Licensed Business"). Prior to Licensee becoming a lessee of the Licensed Premises, Licensee will provide Arby's with a true, correct and complete copy of any such lease, which lease is subject to Arby's acceptance, which acceptance will not be unreasonably withheld, delayed or conditioned. Additionally, Licensee will use its commercially reasonable best efforts to include the following terms in its lease for the Licensed Premises: (i) a provision reserving to Arby's the right to receive an assignment of the lease upon termination (prior to expiration) of this Agreement; (ii) a provision requiring the lessor concurrently to send Arby's a copy of any written notice of a lease default sent to Licensee and granting Arby's the right (but not the obligation) to cure any lease default within fifteen (15) business days after the expiration of Licensee's cure period; (iii) a provision evidencing Licensee's right to display the Trademarks according to the specifications in the Arby's Operating Standards Manual ("Manual") (subject only to applicable law); and (iv) provisions, in form satisfactory to Arby's, expressly providing both Licensee and Arby's the ability to take all actions necessary in order to comply with Article 15:5 below, including but not limited to, requiring the lessor thereunder to give Arby's reasonable notice of any contemplated termination. Neither Arby's acceptance of the Licensed Premises nor Arby's review and acceptance of the lease shall constitute a guarantee or warranty, express or implied, of the successful operation or profitability of a Restaurant at the Licensed Premises. Such review and acceptance indicates only that Arby's believes the Licensed Premises and the lease terms meet Arby's then current criteria.

#### 1:1:2 LICENSED TRADEMARKS

Use in the Licensed Business the trade name "Arby's" and those Arby's Trademarks presently or subsequently listed in the Manual, but only in the manner specified in the Manual and herein;

#### 1:1:3 LICENSED PRODUCTS

Use the Trademarks in the Licensed Business only on or in connection with the sale of those food and non-alcoholic beverage products designated in the Manual as being included in Arby's standard menu or as otherwise designated in writing by Arby's in its sole judgment and meeting the specifications and quality standards set forth in the Manual or such other written designation by Arby's (the "Licensed Products"); and

#### 1:1:4 LICENSED KNOW-HOW

Use in the Licensed Business Arby's distinctive business formats, methods, procedures, layouts, standards, specifications, designs, recipes, rules, and certain other trade secrets and proprietary information, as designated and adopted by Arby's (the "Licensed Know-How"), all of which Arby's may improve, further develop and otherwise periodically modify.

### 1:2 PROTECTED AREA

During the term of this License Agreement (as defined in Article 14:1 below), Arby's will not operate, license or franchise any other restaurant using the Trademarks and offering deli inspired sandwiches in the "Protected Area", if any, bounded and described in Exhibit B. Arby's may operate, license or franchise restaurants in any location other than within the Protected Area. If for any reason there is no Protected Area identified and set forth on Exhibit B, then no Protected Area exists.

### 1:3 ENTITY REQUIREMENTS

Licensee agrees and represents that: (i) it has the authority to sign, deliver, and perform its obligations under this Agreement and all related agreements and is duly organized or formed and validly existing in good standing under the laws of the state of its incorporation or formation; (ii) Exhibit C to this Agreement completely and accurately identifies all of Licensee's owners and their interests in Licensee, and is otherwise true and complete, as of the Effective Date; and (iii) Licensee and its principals or, if permitted by Arby's, Licensee's ultimate parent company, if any, ("Guarantors") must sign a Guaranty Agreement, in the form attached as Exhibit D to this Agreement ("Guaranty"), undertaking personally to be bound, jointly and severally, by all provisions in this Agreement and any ancillary agreements between Licensee and Arby's. Licensee and its principals agree to sign and deliver to Arby's revised Exhibits C to reflect any permitted changes in the information that Exhibit C now contains.

## ARTICLE 2. LICENSE FEE

Prior to issuance of this License Agreement and in consideration of its execution by Arby's, Licensee shall pay to Arby's the initial license fee set forth in Exhibit A. Licensee acknowledges that this sum has been fully earned by Arby's upon the execution of this License Agreement and is non-refundable. The initial license fee is not in exchange for any particular products, services, or assistance, but instead solely in consideration of the granting of the license to operate the Licensed Business to Licensee.

## **ARTICLE 3. ROYALTY FEE**

### **3:1 MONTHLY ROYALTY FEE PAYMENT**

From the date of opening of the Licensed Business, Licensee shall pay Arby's a royalty fee equal to the percentage of Licensee's Gross Sales (as defined in Article 3:1:3) from the operation of the Licensed Business set forth in Exhibit A. This fee attributable to Gross Sales each month shall be due and received by Arby's on or before the tenth (10<sup>th</sup>) day of the following month without notice from Arby's. If the Licensed Business first opens for business on any day other than the first day of a month, the first partial month shall be due in accordance with the foregoing.

#### **3:1:1 GROSS SALES AND TRANSACTIONS DATA REPORTING**

Each payment of royalties must be in a format as specified in the Manual and must be accompanied by a statement of the relevant Gross Sales and transactions data as well as any additional information as specified in the Manual. Upon Arby's request, the statement of the relevant Gross Sales and transactions data and any such additional information will be required to be submitted by electronic means as specified by Arby's in the Manual or otherwise in writing.

#### **3:1:2 OVERDUE PAYMENTS**

All overdue payments shall bear interest from the date due at the rate specified by Arby's from time to time, up to the highest rate permitted by the law of the state in which the Licensed Business is located or the laws of the State of Georgia, whichever is higher, but in no event to exceed eighteen percent (18.0%) per annum. Overdue payments will generally be applied to Licensee's oldest obligation while Arby's reserves the right to apply payments as determined in its sole judgment, regardless of any designation by Licensee to the contrary. This interest shall accrue regardless of whether Arby's exercises its right to terminate this License Agreement due to Licensee's default hereunder.

#### **3:1:3 DEFINITION OF GROSS SALES**

"Gross Sales" is defined as the total revenue received by Licensee from the sale of all products and performance of all services in, on or from the Licensed Premises, whether for cash, check, credit or debit card, barter exchange, trade credit, or other credit transactions, and including commissions from vending and ATM machines, but excluding coupons and discounts, and sales tax or any similar taxes which are required by law to be computed separately and paid by the customer and paid to the appropriate taxing authority.

#### **3:1:4 ROYALTY FEE CREDITS**

Arby's may designate certain promotional or premium items (other than Licensed Products) sold by Licensee as eligible for royalty fee credits. Any such designation will be made in writing by Arby's. Arby's will provide the necessary application form and procedures that must be followed by Licensee in order to apply for the royalty fee credits. The amount of the credit will be calculated by applying the royalty fee percentage rate to the actual invoice cost of previously-designated promotional or premium items, including actual freight-in charges paid by Licensee and excluding returns and allowances from suppliers. In order to receive the credit, Licensee must complete and return on a timely basis the application form with all the required supporting documentation. The approved amount of royalty fee credit, if any, will be reported to Licensee and then may be applied by Licensee towards future royalty fee payments.

### 3:1:5 PAYMENT BY ELECTRONIC FUNDS TRANSFER

Arby's has the right in its sole judgment to require that each payment of royalties and the advertising and marketing service fee set forth in Article 10:2:2 below be made via electronic funds transfer ("EFT"). Licensee will, upon execution of this License Agreement or any time thereafter at Arby's request, execute all documents or forms as Arby's determines are necessary for Arby's to process EFT withdrawals from Licensee's bank account(s) for such payments, including the EFT Authorization Agreement attached as Exhibit F. Arby's, its affiliate or AFA Service Corporation (or its successor), as applicable, will have the right to withdraw the entire amount due from Licensee's designated bank account(s) in accordance with the terms of the Manual or such EFT Authorization Agreement. Licensee agrees that in the event Licensee fails to provide the Gross Sales and transactions data as described in Article 3:1:1, Arby's may withdraw an amount based upon estimated sales from Licensee's designated bank account(s), provided that Arby's shall notify Licensee (which notification may be made, in lieu of the provisions of Article 18, by way of an email message to the Licensee's email address of record on file with Arby's) of its intention to make such a withdrawal, including the estimated amount due, no less than five (5) business days prior to making any such withdrawal. Further, Licensee agrees that it will be responsible for: (i) any EFT transfer fee(s) or similar charges imposed by its bank; and (ii) any EFT payments that are not honored by Licensee's bank for any reason, plus any service charges applied by Arby's and/or the bank. It will be a default of this License Agreement if Licensee closes its designated bank account(s) without Arby's prior written consent, or if Licensee closes such account(s) with Arby's prior written consent and fails within a reasonable time thereafter, not to exceed five (5) business days, to establish another bank account and execute all documents necessary for Arby's to process the payments by EFT from such new bank account. Arby's reserves the right to require Licensee to make payments pursuant to any other payment system that may be established in the future, including a system set up in accordance with Article 5:4. Licensee agrees to maintain funds in the aforementioned designated bank account(s) to cover any withdrawals.

### 3:2 BUSINESS RECORDS AND AUDIT

Licensee must maintain, and retain for three (3) years, each of the following:

(i) all records of sales, advertising and marketing expenses and other operating accounts of the Licensed Business; (ii) monthly remittance reports; (iii) sales journal reports that document how monthly sales reported to Arby's are calculated, including, but not limited to, calculation of Gross Sales, net sales, sales taxes, voids, refunds, discounts, coupons, gift cards redeemed and sold, actual cash deposits, credit card totals, cash over/short, paid-outs/paid-ins, and cumulative daily grand total of non-resetttable sales; (iv) monthly and annual financial statements as discussed in Article 3:2:2 below; (v) federal and state sales tax records; (vi) daily activity reports for the Licensed Business (as prescribed by Arby's) and related cash register tapes and sales journals; and (vii) any other reports or records required by Arby's. Licensee's Gross Sales and transactions data reports must be submitted to Arby's on a monthly basis as provided in Articles 3:1 and 3:1:1. Arby's may at any time during business hours at the Licensed Business, and with reasonable notice to Licensee, examine Licensee's and the Licensed Business' business, bookkeeping and accounting records, sales and tax records and returns, and other records. Licensee must cooperate fully with Arby's and its representatives and independent accountants in any examination. All other records and reports must be available for submission to Arby's and must be submitted to Arby's upon its request. At its judgment, Arby's may audit any reports or records maintained or submitted by Licensee.

### 3:2:1 INCORRECT GROSS SALES AND TRANSACTIONS DATA REPORTS

In the event any examination or audit discloses a deficiency in the Gross Sales and transactions data reports for any period, within five (5) calendar days after demand by Arby's, Licensee shall pay Arby's the additional royalties, the advertising and marketing service fee set forth in Article 10:2:2 below, and all other amounts determined to be due and payable to Arby's, any Arby's affiliate or AFA Service Corporation (or its successor), plus applicable interest thereon as provided for in Article 3:1:2 above. In addition, if such deficiency is in excess of three percent (3.0%) of actual Gross Sales, Licensee must reimburse Arby's for its reasonable costs for the examination and audit including, without limitation, the charges for all professionals and Arby's employees' travel and living expenses incurred in the examination or audit, such payment to be made by Licensee to Arby's within five (5) calendar days after Arby's demand for payment. Arby's will refund any overpayment of royalties that is discovered in the audit within five (5) calendar days of learning of the overpayment.

### 3:2:2 MONTHLY AND ANNUAL FINANCIAL STATEMENTS

Arby's has the right to require that Licensee, at Licensee's sole cost and expense, provide to Arby's, in a format reasonably acceptable to Arby's, the following: (i) Licensed Business unit level monthly unaudited statements of income within thirty (30) calendar days after the end of each month; and (ii) Licensed Business unit level annual unaudited statements of income within ninety (90) calendar days after the end of each fiscal year. Licensee is also required to have such Licensed Business unit level monthly and/or annual financial statements certified by an officer of Licensee as being true, correct and complete in all material respects. In addition, if Licensee has committed two (2) or more monetary defaults under this License Agreement during any consecutive twelve (12) month period and received from Arby's notices of default for such monetary defaults (whether or not the monetary defaults relate to the same or to different provisions of this License Agreement and whether or not the monetary defaults were ever cured), then without limiting Arby's other rights or remedies, Arby's thereafter has the right to require that Licensee, at Licensee's sole cost and expense, provide to Arby's, in a format reasonably acceptable to Arby's, the financial statements and reports that Arby's reasonably requires from time to time.

## ARTICLE 4. OPERATING STANDARDS AND CONDITIONS

4:1 During the term of this License Agreement:

### 4:1:1 CONFORM TO MANUAL

Licensee will operate and maintain the Licensed Business in strict compliance with the Manual. Arby's will give Licensee access to one (1) copy of the Manual, which may include audio, video, computer software, other electronic media, written materials, written directives in multiple forms including online postings on the Arby's System extranet (i.e. [www.myarbys.com](http://www.myarbys.com) or its successor), email and/or other electronic communications, facsimiles, or any other medium capable of conveying the Manual's contents. It is Licensee's responsibility to monitor for updates to the Manual. The Manual will, among other things, list the Trademarks to be used in the Licensed Business, and describe the systems, procedures, policies, methods, standards, specifications and requirements for operating the Licensed Business (collectively, the "operating standards"). Licensee acknowledges and agrees that operating and maintaining the Licensed Business in compliance with operating standards is essential to preserve the goodwill of the Trademarks and all Arby's Restaurants. Arby's has the right in its sole judgment to modify the Manual periodically to reflect changes in the operating standards, all of which will be considered a part of the Manual. Arby's shall promptly notify Licensee of any

modifications to the Manual, which notification may be made (in lieu of the provisions of Article 18) by way of an email message to the Licensee's email address of record on file with Arby's which message contains such modifications or indicates that such modifications are available electronically on the Arby's System extranet (i.e. [www.myarbys.com](http://www.myarbys.com) or its successor) or by way of any similar method of notifying the Arby's System of modifications to the Manual that Arby's may hereafter establish. Arby's may require Licensee to access electronically the Manual (via Internet, extranet, including on [www.myarbys.com](http://www.myarbys.com) or its successor, or other electronic means). The contents of the Manual are confidential and neither Licensee nor any of Licensee's employees or representatives will at any time copy, duplicate, record or otherwise reproduce any part of the Manual. In any dispute concerning the contents of the Manual, the master version of the Manual maintained at Arby's headquarters will control. The Manual as modified from time to time by Arby's is part of this Agreement as if fully set forth within the terms hereof.

Although Arby's retains the right to establish and periodically modify the operating standards that Licensee must follow, Licensee retains the responsibility for the day-to-day management and operation of the Restaurant and implementing and maintaining operating standards at the Restaurant. To the extent that the Manual or operating standards contains employee-related policies or procedures that might apply to Licensee's employees, those policies and procedures are provided for informational purposes only and do not represent mandatory policies and procedures to be implemented by Licensee. Licensee shall determine to what extent, if any, these policies and procedures may be applicable to Licensee's operations at the Restaurant. Arby's and Licensee recognize that Arby's neither dictates nor controls labor or employment matters for licensees and that Licensee, and not Arby's, is solely responsible for dictating the terms and conditions of employment for Licensee's employees.

#### 4:1:2 COMMENCE OPERATION

Licensee will commence operation of the Licensed Business within thirty (30) calendar days after the execution of this License Agreement or such extended period as may be granted by Arby's in writing; provided Licensee agrees not to open the Licensed Business to the public until Arby's has notified Licensee in writing that the Licensed Business meets Arby's standards and specifications. Such notice is not a representation or warranty that the Licensed Business complies with applicable law and is not a waiver of Arby's right to require continuing compliance with its standards, policies and requirements.

#### 4:1:3 COMPLY WITH APPLICABLE LAWS

Licensee will secure and maintain in force in its name all required licenses, permits and certificates relating to the conduct of its business pursuant to this Agreement. At all times during the term of this Agreement, Licensee will operate the Licensed Business in compliance with all applicable laws, rules, ordinances and regulations, good business practices, observing high standards of honesty and integrity and ethical business conduct in all dealings with customers, government officials, suppliers and Arby's.

#### 4:1:4 USE ONLY AS ARBY'S RESTAURANT

Licensee will use the Licensed Premises only as an Arby's Restaurant.



## **ARTICLE 5. BUILDING AND EQUIPMENT**

### **5:1 SIGN STANDARDS**

Licensee shall use only such exterior and interior signs, including any and all replacements thereof, that comply with and satisfy the requirements of the Manual.

### **5:2 REPAIR AND MAINTENANCE**

Licensee shall maintain the Licensed Premises in good condition and state of repair as necessary to comply with and satisfy the requirements of the Manual, including, without limitation, by repairing or replacing (as applicable) any part of the Licensed Premises (including any parking lots), equipment, signage and guest touch points that are not in compliance with the Manual, not in good condition, or not functioning properly.

### **5:3 REFRESH**

In addition to Licensee's obligations in Article 5:2 above, including, without limitation, the obligation to maintain the furniture, fixtures and equipment at the Licensed Premises in good repair and fully operational in accordance with the requirements of the Manual, on or before the tenth (10th) anniversary of the date hereof, Licensee shall do a refresh and upgrade of the Licensed Premises so that the restaurant building conforms to Arby's then current exterior building color specifications for new Arby's restaurants (without any structural changes) and the restaurant interior (including, without limitation, the dining room, furniture, fixtures and equipment) are substantially consistent with the then current image for new Arby's restaurants. Licensee understands and acknowledges that this obligation may require significant capital or other expenditures during the term of the License Agreement. Prior to the commencement of such refresh and upgrade, Licensee shall submit to Arby's proposed specifications therefor. Licensee shall not undertake such refresh and upgrade until Arby's has approved in writing the proposed specifications.

### **5:4 POINT OF SALE SYSTEM, COLLECTION OF DATA**

Licensee acknowledges and agrees that it is necessary for Arby's to collect financial, operational and statistical information concerning the Licensed Business and in support of Arby's operation of the System and Licensee further acknowledges its responsibility and obligation to submit any such information requested by Arby's within such timeframes as may be reasonably established by Arby's. Accordingly, Licensee agrees to obtain and use computer hardware and software, including computer, point of sale, and other electronic information systems, a high-speed Internet connection, and all equipment components and software necessary for Licensee to meet all functionality, performance and informational requirements specified by Arby's (as the same may be modified by Arby's in its sole judgment from time to time), including, without limitation, the ability to accept and process transactions at the Licensed Business (such as for example mobile ordering and payment systems and other related technology), to transmit point of sale data to Arby's, and to facilitate participation in any gift card, customer loyalty, affinity and similar programs established by Arby's (collectively, the "computer system"). Arby's shall have the right to designate a single source (who may be Arby's or its affiliate) from whom Licensee must purchase certain components or all of the computer system, related licenses and technology, and related support services. Licensee acknowledges and agrees that Arby's will have full and complete access to information and data entered and produced by the computer system. Licensee bears responsibility for the proper functioning of the computer system and ensuring it is operational at all times including access to the Internet and any extranet that may be established. Upon Arby's request, Licensee must apply for and maintain debit card, credit card, or other non-cash payment systems to enable customers to purchase products at the Licensed Business. Licensee will at all times comply with the Payment Card Industry Data Security Standard, as periodically updated.

## **ARTICLE 6. PERSONNEL AND MANAGEMENT**

### **6:1 PERSONNEL**

During the term of this License Agreement, Licensee shall hire, train, and properly supervise sufficient and qualified personnel for the efficient operation of the Licensed Business and, in particular, shall hire, train and properly supervise such personnel so that Licensee is in compliance with all operating standards (including standards for food preparation, customer service and restaurant sanitation and cleanliness) dictated by Arby's. Arby's has the right to designate in its sole judgment Restaurant personnel qualifications, training, dress and appearance, although Licensee has the sole responsibility and authority for hiring and overseeing personnel. At all times during the term of this License Agreement, Licensee shall be solely responsible for setting the terms and conditions (including, without limitation, wages and benefits) for its employees and similarly, Licensee is responsible for hiring, firing, supervising and disciplining its employees. Licensee acknowledges and agrees that it is its responsibility to create its own employee handbook which must be compliant with federal, state and local laws and which should be reviewed by counsel of Licensee's choosing. Additionally, Licensee shall ensure that its employment application contains clear and concise language that specifies that if the person is hired by Licensee, the person will be an employee of Licensee and not Arby's or its affiliates.

### **6:2 MANAGEMENT TRAINING**

For Licensee's first and second Arby's Restaurants, Licensee must, at all times, employ three managers per Restaurant in the Licensed Business who have become certified in the Management Training Program ("MTP") as specified in the Manual, or a comparable training program approved in advance by Arby's in its sole judgment. For Licensee's third or subsequent Restaurants, Licensee must, at all times, employ one manager per Restaurant who has become certified in the MTP, or a comparable training program approved in advance by Arby's in its sole judgment. In addition, further or refresher training programs, as specified by Arby's, may be required by Arby's for Licensee, Licensee's managers and/or other personnel. There is no training fee for three managers to attend MTP for Licensee's first Restaurant and for one manager for Licensee's second Restaurant. If training fees apply to any of the other training requirements, Licensee will pay such fees and Licensee is also responsible for all travel and living expenses, wages and workers' compensation insurance costs for all of its personnel during training. In addition, Licensee must acquire from Arby's and/or any other suppliers that Arby's periodically designates all equipment, software and related products and services, and pay the applicable license and other fees, to participate in any learning management system that Arby's specifies from time to time. Licensee may be required to comply with additional training requirements which may include purchasing training films or other instructional materials from Arby's as Arby's may require from time to time. Licensee will pay Arby's then current charges for any additional or repeat training.

## **ARTICLE 7. PRODUCT STANDARDS**

### **7:1 ACKNOWLEDGEMENT OF STANDARDS**

Licensee understands and acknowledges that uniform and high standards of quality, service and appearance among all Arby's Restaurants are necessary in order to maintain Arby's public image and widespread consumer acceptance. Therefore, Licensee shall prepare, sell and dispense only the Licensed Products that are specified by Arby's in its sole judgment. In connection with such Licensed Products, Licensee shall use only those cups, containers, napkins, uniforms, paper goods, packaging, supplies or other items that are specified by Arby's. Arby's has the right in its sole judgment to approve or disapprove in advance all items to be used or sold by the Licensed Business and Arby's may withdraw its approval of previously authorized items.

## 7:2 PURCHASE OF ITEMS

Except as may be set forth otherwise to the contrary by Arby's, including in the Manual, Licensee may purchase the items specified in Article 7:1 above, or components or ingredients thereof, and any equipment or signs used in the Licensed Business, from any source approved by Arby's. Arby's may receive profits or commissions on any sales made directly by Arby's to Licensee.

### 7:2:1 APPROVAL OF SUPPLIER

If Licensee desires to purchase any of the items specified in Article 7:1 above, or components or ingredients thereof, and/or any equipment or signs for use in the Licensed Business, from a supplier who has not been approved by Arby's, Licensee may request in writing approval by Arby's of such supplier. Arby's may approve such proposed supplier if in Arby's sole judgment the proposed supplier can meet and maintain Arby's specifications, standards and requirements. Arby's approval of any supplier or distributor will be based on Arby's approval criteria in existence at that time. In making any such request, Licensee at its expense shall furnish Arby's with adequate samples of the items for which approval is being requested or, if that is not feasible, with copies of descriptions, specifications and pictures of such items. Licensee shall not sell, dispense or use any such items unless and until Arby's has given written notice of approval to Licensee. Nothing contained herein shall be construed to require Arby's to approve any particular supplier or distributor, or approve an unreasonable number of suppliers for any particular item or service.

### 7:2:2 CHARGE FOR APPROVAL

As a condition precedent to approving or disapproving any request for a new or additional supplier, Arby's reserves the right to charge proposed supplier the reasonable costs and expenses incurred by Arby's in evaluating and investigating any such request.

### 7:2:3 NO INTENTION TO LIMIT SOURCES

Except as may be set forth otherwise to the contrary by Arby's, including in the Manual, nothing contained in this License Agreement shall be construed as an attempt by Arby's to limit the sources from which Licensee may procure supplies, equipment, services or other items.

## **ARTICLE 8. VARIATION OF TERMS**

### 8:1 DIFFERING LICENSE AND FRANCHISE AGREEMENTS

Licensee understands and acknowledges that other licensees of Arby's may be granted license or franchise agreements at different times and in different situations. Licensee acknowledges that the provisions of such agreements may vary substantially from those contained in this License Agreement and that Licensee's obligations hereunder may differ substantially from those of other licensees.

### 8:2 VARYING REQUIREMENTS

Arby's shall have the right in its sole judgment to vary its specifications, standards, and operating practices and requirements among licensees (which may include Licensee), including, without limitation, those relating to building, equipment, signage, operations and Licensed Products. Arby's may impose such variations to address differing or unique circumstances or for other reasons Arby's, in its sole judgment, deems good and sufficient. Licensee understands and acknowledges that such variations may lead to different costs or obligations among licensees (which may include Licensee).

## ARTICLE 9. RIGHT OF INSPECTION

### 9:1 GENERAL

Arby's or its authorized representatives shall have the right to inspect the Licensed Business and the building and equipment and operations therein. Arby's or its authorized representatives also shall have the right to test all Licensed Products offered for sale and supplies used by Licensee for the purpose of determining the quality and specifications of such products and supplies. Arby's shall have access to the Licensed Premises at all reasonable times for these purposes.

### 9:2 SAMPLES

Upon request from Arby's, Licensee shall furnish Arby's with samples of any food or beverage products or other supplies or items, whether or not bearing Arby's names or Trademarks, used by Licensee in the Licensed Business. Arby's shall reimburse Licensee for such samples at Licensee's actual cost.

## ARTICLE 10. ADVERTISING AND MARKETING

### 10:1 ACKNOWLEDGEMENT OF ROLE OF ADVERTISING

Licensee understands and acknowledges that marketing, advertising, and promotional programs and activities are essential to the furtherance of the goodwill and public image of Arby's, the System and the Licensed Business.

### 10:2 REQUIRED ADVERTISING EXPENDITURES

Licensee shall expend during each calendar year for marketing and advertising an amount which is not less than four and two tenths percent (4.2%) of its Gross Sales. Expenditures by Licensee for local and cooperative area advertising (as described in Article 10:2:1) and expenditures for the Advertising and Marketing Service Fee (as defined in Article 10:2:2) shall be credited against the minimum required expenditure as defined in this Article. Costs of food and beverage products sold at a reduced price or given away shall not count toward fulfillment of this obligation.

#### 10:2:1 LOCAL COOPERATIVE AREA ADVERTISING

- A. Local Market Advertising. The amount of advertising funds expended by Licensee for individual local market advertising (not related to Articles 10:2:1.B. or 10:2:1.C.) shall be determined by Licensee, subject to the minimum requirements set forth in the initial paragraph of this Article 10:2.
- B. Local Cooperative Area Advertising Program. Licensee acknowledges that Arby's has the right to require groups of licensees to form a cooperative or collaborative brand building association with other licensees and/or us and/or Arby's affiliates to advertise, market and promote collectively Restaurants in that general market area. The particular local cooperative area advertising program in which Licensee will be required to participate shall be designated by Arby's in its sole judgment; in most instances, the cooperative program designated by Arby's will be based on the "Designated Market Area" ("DMA") (as that term is used by the advertising industry) in which the Licensed Business is located. The local cooperatives within the System will be governed in accordance with the standard form bylaws provided by Arby's, an example of which is attached to this Agreement in Exhibit G. If a cooperative has been established as of the effective date of this Agreement for the general market area in which Licensee's Restaurant is located, Licensee automatically

becomes a member of that cooperative when Licensee signs this Agreement (although voting rights and contributions do not begin until the Restaurant contemplated by this Agreement opens and begins operation).

- C. Local Cooperative Payments. Licensee's payments to the local cooperative for, among other items, any and all advertising programs, membership dues and other participation payments, shall be determined by Licensee, Arby's if it has restaurants within the geographic boundaries of the local cooperative, and those other licensees who are members of such local cooperative, as set forth in the bylaws of that local cooperative organization. Because the requirement set forth in Article 10:2:1 is a minimum expenditure, Licensee's required payments to the local cooperative organization may exceed three percent (3.0%) of Licensee's Gross Sales. Licensee shall enter into such formal agreements with such other licensees and/or Arby's, as the case may be, as shall be necessary to accomplish the foregoing. If Licensee is delinquent in its payment of any amounts owed to the local cooperative organization, any such delinquency shall be deemed a failure to participate in the local cooperative organization and a breach of Licensee's obligations under this Article 10.

#### 10:2:2 ADVERTISING AND MARKETING SERVICE FEE

Licensee shall pay to Arby's an amount of its monthly Gross Sales of not less than one and two tenths percent (1.2%) or such other rate as may be specified by Arby's from time to time as permitted herein, as an advertising and marketing service fee ("Advertising and Marketing Service Fee"). The Advertising and Marketing Service Fee will be paid at the same time and in the same manner as the payment of the royalty fee required in Article 3:1 above. To the extent AFA Service Corporation (or its successor) sets a dues contribution rate for the Advertising and Marketing Service Fee in excess of 1.2% for any Senior Member as described in the AFA Bylaws, Arby's shall determine the amount of such excess, if any, which shall be applied against the minimum amount required to be spent by the Licensee for local cooperative area advertising.

The Advertising and Marketing Service Fee shall be used to develop and prepare advertising materials, to undertake marketing research, to purchase national advertising media of all types, to develop social media/networking programs, to pay the commissions, fees and expenses of advertising and marketing agencies and consultants, to pay talent and talent residuals, to provide other marketing and non-marketing services, and to pay all fees and expenses incurred in connection therewith.

#### 10:3 AFA SERVICE CORPORATION

The Advertising and Marketing Service Fee specified in Article 10:2:2 above shall be forwarded by Arby's to AFA Service Corporation, the licensee organization responsible for the preparation of materials and performance of the services described in Article 10:2:2 above, so long as membership in AFA Service Corporation continues to be compulsory for those licensees of Arby's who are members of AFA Service Corporation.

#### 10:3:1 TIERED RATES

From time to time, AFA Service Corporation (or its successor) or Arby's, as the case may be, may establish a tiered rate structure for the payment of the Advertising and Marketing Service Fee. The most current tiered rate structure, if any, is set forth in Exhibit E. Exhibit E may be modified, revised or deleted periodically by Arby's as necessary to reflect changes to the rate structure established by AFA Service Corporation (or its successor) or Arby's, as the case may be, without notice to Licensee.

#### 10:3:2 DESIGNATION OF OTHER SERVICE ORGANIZATION BY LICENSEE

In the event that membership in AFA Service Corporation (or its successor) is not compulsory, Licensee may designate the service organization, if any, to which said Advertising and Marketing Service Fee will be paid so long as licensees of at least sixty-five percent (65.0%) of the then licensed Restaurants, but not less than two hundred (200) licensed Restaurants, agree on and designate the same service organization. Such designation shall be made on or before the thirty-first (31<sup>st</sup>) day of July, following the date that membership in AFA Service Corporation (or its successor) is not compulsory, to take effect fifteen (15) months following said July 31 and to be effective for a period of twelve (12) months thereafter. A similar designation shall be made each year prior to July 31. Withdrawal from the designated organization shall require not less than fifteen (15) months' notice prior to the expiration of any successive twelve (12) month period.

#### 10:3:3 DESIGNATION OF OTHER SERVICE ORGANIZATION OR ASSUMPTION OF RESPONSIBILITY BY ARBY'S

In the event that membership in AFA Service Corporation (or its successor) is not compulsory, and Licensee fails to designate the service organization to which the aforesaid Advertising and Marketing Service Fee is to be paid, or does make such designation but the same is not supported by the requisite number of licensed Restaurants, then Arby's, in its sole judgment, may either designate the organization to which said Advertising and Marketing Service Fee will be paid thereafter or elect to retain said Advertising and Marketing Service Fee and itself furnish the services described in Article 10:2:2.

#### 10:4 USE OF PHOTOGRAPHS

Arby's shall have the right to take and use photographs of Licensee's facilities in any of Arby's publicity or advertising, without charge therefore, and Licensee shall cooperate in obtaining such photographs and the consent of any persons photographed.

### **ARTICLE 11. TRADEMARK STANDARDS**

#### 11:1 TITLE

Licensee acknowledges that Arby's IP Holder, LLC is the sole owner of the Trademarks, and of all the goodwill relating thereto, and that the same shall at all times be and remain the sole and exclusive property of Arby's IP Holder, LLC (or its successors or assigns). Licensee also acknowledges that Licensee, by reason of this License Agreement or otherwise, has not acquired any right, title, interest or claim of ownership in the Trademarks. The use by Licensee of the Trademarks and any and all goodwill arising from such use shall inure solely to the benefit of Arby's IP Holder, LLC (or its successors or assigns) and shall be deemed to be the sole property of Arby's IP Holder, LLC (or its successors or assigns) in the event of the expiration or termination of this License Agreement for any reason. Upon expiration or termination of this License Agreement for any reason, any and all rights in and to any of the Trademarks granted to Licensee hereunder shall terminate automatically. Licensee at no time will contest (or assist anyone else in contesting) ownership of the Trademarks or the rights or goodwill associated with them. Nothing contained in this License Agreement shall be construed to prevent Arby's from licensing any other person or entity to use the Trademarks anywhere outside of the Protected Area described in Article 1:2 above. Licensee shall execute and deliver any agreement or instruments, as may be required by Arby's in connection with Licensee's use of the Trademarks, and Licensee shall comply with all procedures and cooperate in all filings that may be necessary or desirable to preserve and protect the interest of Arby's in the Trademarks or other marks.

## 11:2 USE OF TRADEMARKS

Unless previously approved in writing by Arby's, Licensee shall not use any other mark or name alone or in connection with the Trademarks in the operation of the Licensed Business and shall not permit the name "Arby's" or any of the Trademarks to be used by others. In addition, Licensee shall not display any sign, use any advertising materials or media, or engage in any advertising or promotional programs or activities using the Trademarks that may adversely affect Arby's or be detrimental to its good name and reputation, or adversely affect any other businesses licensed by Arby's. Licensee shall not do anything in any way, directly or indirectly, at any time during the term of this License Agreement or thereafter, to infringe upon, impair, harm or contest Arby's IP Holder, LLC's and/or Arby's rights, title and interest in or to the Trademarks.

### 11:2:1 ADVERTISING

If Arby's determines in its sole judgment that any advertising or promotional programs or activities or materials related thereto used or planned by Licensee are directly or indirectly injurious or prejudicial to Arby's or any of its licensees or violate this Article 11, Licensee shall cease using such marketing, advertising or promotional materials, programs or activities immediately upon notification from Arby's.

### 11:2:2 PRIOR APPROVAL

Arby's shall have the right to require Licensee, upon notice from Arby's, to submit all marketing, advertising or promotional programs, materials or activities to Arby's for approval prior to use.

## 11:3 USE OF TRADEMARKS IN BUSINESS NAME

Licensee shall not use the Trademarks or any other trademarks, service marks or trade names confusingly similar thereto in its corporate, partnership or other business name.

## 11:4 TRADEMARK INFRINGEMENT

Licensee shall give notice in writing to Arby's of any infringement of the Trademarks or misappropriation of any rights of Arby's IP Holder, LLC and/or Arby's which shall come to Licensee's attention or knowledge at any time and, when requested, shall cooperate with Arby's IP Holder, LLC and/or Arby's in stopping any such infringement or misappropriation. Arby's IP Holder, LLC and/or Arby's shall decide the need for instituting legal action with respect to any infringement that may occur, and the cost of any such litigation shall be paid by Arby's IP Holder, LLC and/or Arby's. No legal action for infringement or unfair competition relative to any proprietary rights of Arby's IP Holder, LLC and/or Arby's may be taken or defended by Licensee without the consent of Arby's IP Holder, LLC and/or Arby's, and Arby's IP Holder, LLC and Arby's alone shall have the right to control and direct any such action or defense.

## **ARTICLE 12. LICENSEE'S FINANCIAL RESPONSIBILITIES**

### 12:1 LICENSEE AN INDEPENDENT BUSINESS ENTITY

Licensee at all times shall be a separate and independent business entity, and neither Licensee nor any of its employees, agents, or representatives, expressly or by implication, shall be deemed to be an employee, agent, joint venturer, partner or representative of Arby's, or in a fiduciary relationship with Arby's, or be authorized or empowered to create any claim, debt or obligation on behalf of Arby's or in any way bind Arby's. Arby's may require Licensee to display public signs indicating that it is an independent business entity and/or may require Licensee to give such notification in all of its letters, stationery and business forms.

## 12:2 ARBY'S NOT GUARANTOR

Licensee assumes sole responsibility for the operation of the Licensed Business and acknowledges that, while Arby's may furnish advice and assistance to Licensee from time to time during the term of this License Agreement, Arby's has no legal or other obligation to do so. In addition, Licensee acknowledges that Arby's does not guarantee the success or profitability of the Licensed Business in any manner whatsoever and shall not be liable therefor: in particular, Licensee understands and acknowledges that the success and profitability of the Licensed Business depends on many factors outside the control of either Arby's or Licensee (such as interest rates, unemployment rates, demographic trends, competition and the general economic climate), but principally depends on Licensee's efforts in the operation of the Licensed Business.

## 12:3 PAYMENT OF OBLIGATIONS

Licensee shall pay and discharge promptly all assessments, penalties, and interest which may be assessed against the Licensed Business or any of the assets thereof, all liens and encumbrances of every kind and nature which may be placed against the Licensed Business and any of the assets thereof, and all undisputed accounts and debts of every kind which may be incurred in the operation of the Licensed Business. Arby's will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property, or other taxes, whether levied upon Licensee or the Licensed Business, due to the business Licensee conducts (except for Arby's income taxes). Licensee also must pay Arby's or applicable affiliates of Arby's within ten (10) calendar days after demand: (i) all sales taxes, corporate taxes, trademark license taxes, and any like taxes imposed on, required to be collected by, or paid by Arby's on account of products or services Arby's furnishes to Licensee, through sale, lease, or otherwise, or on account of Arby's collection of any fee related to this License Agreement; (ii) all franchise or other taxes, whether based on gross receipts, gross revenues, license fees, royalties, Advertising and Marketing Service Fees, or otherwise, imposed on, required to be collected by, or paid by Arby's, particularly on account of either Licensee's operation or payments Licensee makes to Arby's (except for Arby's income taxes); and (iii) all other amounts Arby's pays or must pay for Licensee for any reason.

## 12:4 INSURANCE

Licensee shall obtain and thereafter keep in full force and effect at Licensee's expense, commercial general liability insurance, covering the Licensed Business and the Licensed Premises, naming Arby's and the other Indemnitees (as such term is defined in Article 12:5 of this License Agreement) as additional insureds, and provide Arby's with a certificate of such insurance, and all renewals thereof. Insurance shall be placed with a responsible insurance company licensed to do business in the state in which the Licensed Premises are located and having an A.M. Best's insurance rating of at least "A-" with a FSC (Financial Size Category) of at least "X". Licensee's choice of an insurance company is subject to prior approval by Arby's. The policy shall provide coverage on an occurrence basis for personal injury, bodily injury, property damage, products liability and contractual liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence. Arby's shall have the right, at any time during the term of this License Agreement upon notice to Licensee, to increase the minimum amount of insurance required to be carried by Licensee hereunder. The policy shall provide that it will not be cancelled or materially altered without the insurance company first giving Arby's notice at least ten (10) calendar days before any such cancellation or alteration shall become effective. Proof that all of the above requirements have been met must be sent to Arby's before Licensee may open the Licensed Business. If the insurance policy's term is shorter than the term of this License Agreement, proof of renewal of the policy must be sent to Arby's ten (10) calendar days before the policy's expiration date. If Licensee shall fail to comply with any of the requirements of this Article 12:4, and after notice has been given by Arby's to Licensee, Arby's may obtain such insurance and Licensee shall pay Arby's the cost thereof plus a reasonable administrative fee



designated by Arby's.

#### 12:5 INDEMNIFYING ARBY'S

Licensee shall protect, defend, indemnify and save and hold Arby's and its parent, affiliated and subsidiary companies, and their permitted successors and assigns, and each of their respective officers, directors, shareholders, members, managers, attorneys, employees, agents, lenders, insurers and representatives, and AFA Service Corporation so long as membership in such entity remains compulsory (the foregoing entities and persons referred to collectively as the "Indemnitees") harmless from and against any and all fines, claims, costs, expenses (including attorney's fees and court costs), demands, damages, actions, causes of action and other liabilities of every kind and nature arising or resulting directly or indirectly from the (i) operation of the Licensed Business (including the use of products or materials specified or approved by Arby's), (ii) construction or occupancy of the Licensed Premises, (iii) use or operation of any fixtures and equipment, (iv) sale of any products, (v) Licensee's noncompliance or alleged noncompliance with any law, ordinance, rule, or regulation, including any allegation that Arby's or any Indemnitee is a joint employer or otherwise responsible for Licensee's acts or omissions relating to Licensee's employees, or (vi) this License Agreement. Licensee shall notify Arby's of any and all such matters as soon as Licensee becomes aware of them. Unless otherwise required by any applicable insurance contract, Arby's shall have the exclusive right to control and direct the legal activities associated with any such action through counsel retained and compensated by it if that action is deemed by Arby's in its sole judgment to be potentially damaging to other licensees, other licensed Restaurants, or the Arby's System, its business, public image or goodwill generally.

### **ARTICLE 13. LICENSEE COVENANTS**

#### 13:1 COVENANT NOT TO COMPETE

Licensee covenants that, during the term of this License Agreement, and also for a period of twelve (12) months after termination of this License Agreement for any reason, and in addition to and not as a limitation of any other restriction upon Licensee contained herein, neither Licensee, nor any Guarantor, nor any general partner of Licensee if Licensee is a partnership, nor any shareholder, limited partner, member or other equity owner holding at least a fifteen percent (15.0%) interest in Licensee, shall, without prior written permission of Arby's, either directly or indirectly, for himself or on behalf of or in conjunction with any other person or entity, engage or be engaged in any capacity in, operate, manage or have a fifteen percent (15.0%) or greater interest in any business offering roast beef sandwiches for sale to consumers and located within the Protected Area for Licensee's Restaurant as specified in Exhibit B.

#### 13:2 COVENANT AGAINST DISCLOSURE

At all times both during the term of this License Agreement and after expiration or earlier termination of this License Agreement for any reason, and in addition to and not as a limitation of any other restriction upon Licensee contained herein, Licensee (and its directors, officers, employees, representatives, shareholders, members, partners or other equity owners, and any Guarantors) shall not divulge, disclose or otherwise communicate, either directly or indirectly, to any other person or entity any information concerning the Licensed Know-How or matters set forth in the Manual except as required in connection with the operation of the Licensed Business or Licensee's other Arby's Restaurants for which valid license agreements with Arby's or one of its affiliates are in existence, and will take reasonable measures to protect the confidentiality thereof. Licensee acknowledges and agrees that the Licensed Know-How contains certain confidential information, some of which constitutes trade secrets under applicable law, including, without limitation, site selection criteria, specifications for products, training and operations materials, manuals, and software, marketing and advertising programs and materials for Arby's Restaurants, graphic designs and related intellectual property, identity of suppliers to the System,

methods, standards, specifications, systems, procedures, product preparation techniques, and knowledge of the operating results and financial performance of Restaurants.

### 13:3 ARBY'S REMEDIES

Arby's shall have the right to injunctive relief to enforce the covenants set forth above in addition to any other relief to which it may be entitled at law or in equity. Licensee understands and acknowledges the difficulty of ascertaining monetary damages and the irreparable harm that would result from breach of these covenants. It is the intention of the parties that the covenants set forth in this Article 13 be enforceable to the fullest extent permitted by law. Accordingly, and without limiting the provisions of Article 19, if any court or other competent authority having jurisdiction over this Article 13 determines that any provision of this Article 13 is unenforceable because of its duration or scope, each such provision will be deemed separate and severable so that the court or other competent authority will have the power to reduce its duration and/or scope such that, in its reduced form, the provision and all other provisions of this Article 13 will then be enforceable to the fullest extent permitted by law.

## ARTICLE 14. DURATION AND NEW LICENSE AGREEMENT

### 14:1 TERM

Unless otherwise terminated by Arby's, the term of this License Agreement shall be the term set forth in Exhibit A.

### 14:2 OPTION TO OBTAIN SUCCESSOR LICENSE AGREEMENT

Licensee shall have, exercisable on the expiration date of the term of this License Agreement, an option to obtain a successor Arby's License Agreement (herein a "Successor License Agreement"), provided that:

A. Licensee at the expiration date of this License Agreement and within twelve (12) months prior thereto shall not be or have been in default in the performance of any material obligation under this License Agreement;

B. Notwithstanding Article 5:3, and unless otherwise established by a successor license remodeling policy adopted by Arby's and then in effect, Licensee has remodeled the Licensed Premises, including building, signs, equipment, furnishings and decor, so as to reflect the then current image for new Arby's Restaurants;

C. Licensee shall have made written application to Arby's for such Successor License Agreement at least six (6) months, but no more than nine (9) months, prior to the expiration date and shall have executed and returned to Arby's for final approval and execution, the Successor License Agreement at least thirty (30) calendar days prior to the expiration date. The Successor License Agreement to be issued to Licensee shall be the Arby's standard form License Agreement (including Arby's then current Guaranty Agreement) then current as of the date that Licensee delivers its written application for such Successor License Agreement and may contain terms and conditions substantially different from those contained herein, including without limitation different and/or increased fees and required advertising contributions, duration and renewal or successor license terms. The current standard form Guaranty Agreement is set forth in Exhibit D. Exhibit D may be modified, revised or deleted periodically by Arby's in its sole judgment without written notice to Licensee;

D. In lieu of the License Fee specified in the Successor License Agreement, Licensee has tendered to Arby's 180 days prior to the expiration date of this License Agreement, an administrative fee equal to ten percent (10%) of the then applicable standard License Fee

(excluding the impact of any discounts or promotions, including any development incentive programs, that may be available);

E. Licensee and any Guarantors shall have executed a general release, in a form prescribed by Arby's, of any and all claims against Arby's and its affiliates, and their respective officers, directors, agents, and employees; and

F. Licensee shall have complied with Arby's then current training requirements and all other conditions required of Licensees renewing their agreements or obtaining successor license agreements at that time.

Notwithstanding the foregoing, in no event will Arby's be required to grant Licensee a Successor License Agreement for a term that exceeds the period of time that Licensee is entitled to maintain possession of the Licensed Premises.

## **ARTICLE 15. DEFAULT AND TERMINATION**

### **15:1 BY ARBY'S**

#### **15:1:1 AUTOMATIC TERMINATION WITHOUT NOTICE**

At any time during the term of this License Agreement, this License Agreement shall terminate automatically, without any notice or action required by Arby's: upon the insolvency of Licensee or, unless otherwise prohibited by law, upon the filing by Licensee of any proceedings under the Bankruptcy Act or any Chapter thereof or Amendment thereto, or any similar state insolvency act; upon the filing of an involuntary petition against Licensee under any such laws that is not dismissed within thirty (30) calendar days after filing; if Licensee shall make a general assignment for the benefit of creditors; if a receiver shall be appointed by any court for Licensee; if within thirty (30) calendar days after any execution, attachment or other creditor's process shall issue against Licensee or any of Licensee's assets, the same shall not be released and discharged before the expiration of such thirty (30) calendar day period; or if Licensee assigns or transfers or attempts to assign or transfer any interest in the Licensed Business or this License Agreement without prior written approval from Arby's or if the requirements of Article 16 otherwise are violated.

#### **15:1:2 IMMEDIATE TERMINATION UPON NOTICE**

At any time during the term of this License Agreement, this License Agreement shall terminate upon Arby's giving notice to Licensee in accordance with the terms of Article 18 of this License Agreement: if Licensee's right of possession of the Licensed Premises shall be terminated at any time for any cause whatsoever, except as provided in Article 16:5 below; if Licensee violates or is convicted of or pleads guilty or no contest to violating any state or federal law or any administrative regulation applicable to the operation of the Licensed Business; if Licensee fails to submit any information when requested to do so or submits false or misleading information (this applies without limitation to the information submitted in connection with this License Agreement and to monthly sales reports); if Licensee duplicates any portion of the Arby's System or Licensed Know-How in any foodservice outlet not franchised by Arby's; if Licensee violates any of the covenants in Article 13; if Licensee denies or obstructs or restricts Arby's right to inspect the Licensed Business, receive samples for testing or examine any of the Licensee's business records; if Licensee discontinues or abandons operation of the Licensed Business or Licensee loses the right to occupy the Licensed Premises; if Licensee has committed two (2) or more monetary defaults under this License Agreement during any consecutive twelve (12) month period and received from Arby's notices of default for such monetary defaults (whether or not the monetary defaults relate

to the same or to different provisions of this License Agreement and whether or not the monetary defaults were ever cured); or if, in Arby's reasonable judgment, the continued operation of the Licensed Business will result in imminent danger to public health or safety.

#### 15:1:3 TERMINATION UPON NOTICE AND FAILURE TO CURE NON-MONETARY DEFAULT

At any time during the term of this License Agreement, this License Agreement shall terminate upon Licensee's failure to commence cure immediately after notice by Arby's in accordance with the terms of Article 18 of this License Agreement or upon failure to cure fully to Arby's satisfaction within thirty (30) calendar days after such notice: if Licensee fails at any time to fully comply with any clause of this License Agreement or fails to operate the Licensed Business strictly in accordance with the Manual; or if Licensee acts in any way that damages or reflects unfavorably upon Licensee's business, the business of other Arby's licensees, or the Arby's System generally.

#### 15:1:4 TERMINATION: DELINQUENT ROYALTIES AND OTHER CHARGES

At any time during the term of this License Agreement, this License Agreement shall terminate upon Arby's giving notice thereof to Licensee in accordance with the terms of Article 18 of this License Agreement, in the event Licensee shall default in prompt and full payment of the royalties or any other sums or charges payable hereunder, and shall fail or refuse for any reason to cure such default within ten (10) calendar days after Arby's gives notice thereof to Licensee and demands payment.

#### 15:1:5 TERMINATION: CASUALTY

At any time during the term of this License Agreement, this License Agreement shall terminate upon Arby's giving notice thereof to Licensee in accordance with the terms of Article 18 of this License Agreement, in the event the Licensed Premises shall be rendered inoperable by any casualty and Licensee shall not restore the Licensed Premises to full operation within a reasonable period of time, but not more than one hundred eighty (180) calendar days from the date of such casualty loss, except as provided in Article 16:5 below.

#### 15:1:6 STATUTORY CURE PERIOD

If a default is curable under this License Agreement, and the applicable law in the state in which the Licensed Premises is located requires a longer cure period than that specified in this License Agreement, the longer period will apply.

### 15:2 NON-WAIVER OF RIGHTS

The waiver by Arby's of any particular default by Licensee hereunder shall not be deemed to be a waiver of, nor affect or impair, Arby's rights in respect of any subsequent default of the same or of a different nature. Any delay, forbearance or omission by Arby's to act or to give notice of default or to exercise any power or right arising by reason of such default hereunder shall not be deemed to be a waiver by Arby's of any right hereunder or of the right subsequently to give notice of such default and shall not affect or impair Arby's rights hereunder concerning such default or any subsequent breach or default.

### 15:3 TERMINATION OF RIGHTS

Upon expiration or earlier termination of this License Agreement for any reason, all of Licensee's rights and privileges hereunder shall cease immediately and Licensee shall immediately cease operating or using, or permitting to be used or operated, anywhere in any manner, and whether

directly or indirectly: (a) the Trademarks or other indicia, trade dress, or distinguishing features of an Arby's Restaurant for any purpose or any trade name or commercial symbol indicating or suggesting an association with Arby's; (b) all marketing, advertising and promotional programs, materials or activities, menu boards, signs, supplies, uniforms or other items bearing the Trademarks; (c) the Licensed Know-How; (d) the Manual; and (e) Arby's exterior building design. Upon such expiration or earlier termination for any reason, Licensee will immediately return the Manual to Arby's and Licensee immediately will, to the extent Arby's does not exercise any of its rights in Article 15:5 below, make such modifications or alterations to the premises of the Licensed Business as may be necessary to distinguish the appearance of said Licensed Premises from that of other Restaurants in the Arby's System, including, without limitation, removal of all signs, menu boards, distinctive Arby's designs, and trade dress, and will make such specific additional changes thereto as Arby's may require for that purpose. In the event Licensee fails or refuses to comply with the requirements of this Article 15:3, Arby's will have the right to enter upon the Licensed Premises without being guilty of trespass or any other tort, and without liability to Licensee or the landlord, or any third party, for the purpose of making or causing to be made such changes as may be required to comply with this Article, at the expense of Licensee, which expense Licensee agrees to pay upon demand.

#### 15:4 INJUNCTIVE RELIEF AND RECOVERY COSTS

In addition to the right to terminate this License Agreement, Arby's shall have all other rights and remedies at law and in equity for breach by Licensee of the terms and conditions of this License Agreement, including the right to injunctive relief for any violation, or attempted or threatened violation, of any such terms and conditions. Licensee shall reimburse Arby's for its costs and expenses, including reasonable attorneys' fees, incurred in the exercise of Arby's rights and remedies under this License Agreement.

#### 15:5 ARBY'S OPTION TO CURE

In addition to all the remedies provided elsewhere in this License Agreement or at law or by statute for Licensee's default or breach of this License Agreement, Arby's also has the following remedies:

15:5:1 Arby's shall have the right, but not the obligation, at its election, and in addition to all other remedies, to cure at Licensee's expense, any default by Licensee under any lease or sublease for the Licensed Premises or under any agreement pertaining to the lease or rental of, or payment of indebtedness on, any assets of the Licensed Business including fixtures, equipment or other personal property used by Licensee in the Licensed Business. In such event, Licensee shall pay Arby's any such payments made pursuant hereto, together with interest thereon as provided in Article 3:1:2 above.

15:5:2 If Arby's believes a condition of the Licensed Premises or any product sold in the Licensed Business poses a threat to the health or safety of any customers, employees or other persons, Arby's has the right, but not the obligation, to take such action as it deems necessary to protect such individuals and the goodwill associated with the Trademarks and System. Such actions may include any or all of the following: Arby's may require Licensee to close and suspend operation of the Licensed Business and correct such conditions; Arby's may immediately remove or destroy any products that Arby's suspects are causing such threat; and if Licensee fails to correct the threat on demand or within another time period set by Arby's, then Arby's or contractors retained by Arby's may enter the Licensed Business without being guilty of, or liable for, trespass or tort, and correct the condition. Licensee is solely responsible for all losses and expenses incurred in complying with the provisions herein. Further, if Licensee should discover a threat as described above, Licensee agrees to notify Arby's immediately.

## ARTICLE 16. SALE OF BUSINESS OR TRANSFER OF LICENSE AGREEMENT

### 16:1 SALE OR TRANSFER RESTRICTED

Licensee shall not sell, assign, transfer or pledge this License Agreement, or any interest herein, or the Licensed Business or any substantial portion of the assets thereof, in any manner, nor permit the Licensed Business to be operated, managed, directed or controlled, directly or indirectly, by any person or entity other than Licensee, without the prior written approval of Arby's, except as otherwise provided in this Article. Licensee shall not cause or permit any change to be made in its legal composition, admit any additional partner, member or other equity owner, issue or allow to be sold, transferred, pledged or assigned, any shares of its stock or any partnership interests, membership interests or other form of equity interests after execution of this License Agreement, without the prior written approval of Arby's.

### 16:2 APPROVAL BY ARBY'S

Arby's will not unreasonably withhold its approval under this Article 16 if: (i) the prospective new partner, member, shareholder, equity owner or transferee shall be of good character and reputation and shall have a good credit rating and competent business experience, education and other qualifications acceptable to Arby's; (ii) the prospective new partner, member, shareholder, equity owner or transferee shall execute an appropriate assignment of this License Agreement (and, if applicable, covenant not to compete) with Arby's on the standard forms then being used by Arby's, provided that if the requested transfer involves fifty percent (50%) or more of the assets of the Licensed Business or fifty percent (50%) or more of the ownership interest of or in Licensee (including step or related transfers occurring within twenty-four (24) months), Licensee shall execute, in substitution for this License Agreement, Arby's then current standard form License Agreement (revised to provide for a royalty rate as specified in Article 3:1 of this License Agreement) and other then current ancillary agreements (including Arby's then current Guaranty Agreement) as Arby's may require for a term expiring on the date of expiration of this License Agreement, which substitute License Agreement may contain terms and conditions substantially different from this License Agreement; (iii) Licensee shall have at that time fully paid or satisfied all of Licensee's obligations to Arby's (and/or its affiliates), AFA Service Corporation (or its successor), any applicable local advertising cooperative, and any applicable purchasing cooperative for the Arby's system, including but not limited to royalty fees, Advertising and Marketing Service Fees, local advertising cooperative dues and payments, and any purchasing cooperative dues or assessments; (iv) the prospective new partner, member, shareholder, equity owner or transferee shall have satisfactorily completed any and all training requirements then prescribed by Arby's in its sole judgment, including but not limited to MTP as discussed in Article 6.2 above; (v) the transferee (if the sale, assignment or transfer is of this License Agreement, or any interest herein, or the Licensed Business or any substantial portion of the assets thereof) or Licensee (if the sale, assignment or transfer involves Licensee's legal composition or shares of its stock, partnership interests, membership interests or other form of equity interests) agrees, within ninety (90) calendar days or another mutually-agreeable time after the transaction's closing, to correct any failure of the Licensed Premises (including, without limitation, any furniture, fixtures and equipment at the Licensed Premises) to comply with the requirements of the Manual; and (vi) the Licensee, transferee, all Guarantors of the obligations of Licensee, and all guarantors of the obligations of the transferees under this License Agreement or any successor agreement shall have executed a general release, in a form satisfactory to Arby's, of any and all claims against Arby's, its affiliates and their respective past and present officers, directors, shareholders, partners, members or equity owners and employees, agents, successors and assigns, in their corporate and individual capacities, including without limitation, claims arising under federal, state, and local laws, rules, and ordinances, arising prior to the effective date of Arby's consent. In the event of an assignment or transfer of this License Agreement or any interest herein which has been approved by Arby's, Licensee (and its individual shareholders, partners, members, other equity owners, managers, officers and directors and each of them) shall nevertheless remain obligated under and subject to the restrictions contained in Article 13 above.

## 16:2:1 BONA FIDE OFFER

If in the event that any party holding any direct or indirect interest in this Agreement, in Licensee, or in the Licensed Business (or the assets thereof) desires to accept any bona fide offer from a third party to purchase such interest ("Bona Fide Offeror"), Licensee must notify Arby's, and shall promptly provide such information and documentation relating to the offer as Arby's may require to evaluate the proposed transaction and to determine the qualifications of the Bona Fide Offeror including, without limitation, details of the proposed sale's terms and the terms for the proposed purchase price. Arby's (or Arby's affiliated designee) shall have the right and option, exercisable within thirty (30) days after the earlier of (a) Arby's receiving a copy of a complete fully-signed purchase agreement (together with all schedules, exhibits, appendices, etc.) with the Bona Fide Offeror, or (b) Arby's receiving such written notification and all information that Arby's reasonably requests relating to Licensee, the Bona Fide Offeror and the proposed transaction, to send written notice to the seller that Arby's (or Arby's affiliated designee) intends to purchase the seller's interest on the same terms and conditions offered by the Bona Fide Offeror. If Arby's (or Arby's affiliated designee) elects to purchase the seller's interest, and the seller agrees to the sale, closing on such purchase shall occur within sixty (60) days from the date of notice to the seller of the election to purchase by Arby's. If Arby's elects not to purchase the seller's interest, any material change thereafter in the terms of the offer from the Bona Fide Offeror shall constitute a new offer subject to the same right of first refusal by Arby's as in the case of the Bona Fide Offeror's initial offer (minor non-economic changes to the offer shall not constitute a new offer and shall be subject to the notice period of the initial offer). Neither the grant of this right nor the failure of Arby's to exercise it will affect or limit in any way the requirement of Arby's prior written approval of such transaction as provided in this Article or the automatic termination of this License Agreement in the event of any unauthorized attempted transfer. In the event the consideration offered by the Bona Fide Offeror includes non-cash components (including, without limitation, a tax benefit) that Arby's (or Arby's affiliated designee) is not reasonably able to furnish, then Arby's (or Arby's affiliated designee) may substitute a reasonably equivalent amount of cash (as agreed upon by the parties) in lieu of such non-cash components (including any such tax benefit). If the parties cannot agree within thirty (30) days on the reasonably equivalent amount of cash to substitute for such non-cash components (including any such tax benefit), then an independent appraiser shall be designated by Arby's (or Arby's affiliated designee) at its expense, and the seller shall have the option of accepting the appraiser's determination or choosing not to proceed with the sale to either the Bona Fide Offeror or to Arby's (or Arby's affiliated designee). Further, Arby's must receive, and Licensee and its owners must make, all customary representations and warranties given by the seller of the assets of a business or the ownership interests in an entity, as applicable, including, without limitation, representations and warranties regarding: ownership and condition of and title to ownership interests and/or assets; liens and encumbrances relating to ownership interests and/or assets; validity of contracts; and the liabilities, contingent or otherwise, of the entity whose assets or ownership interests are being purchased. If Arby's exercises its right of first refusal, Licensee and its selling owner(s) agree that, for two (2) years beginning on the closing date, Licensee and they will be bound by the non-competition covenant contained in Article 13:1. The right of first refusal process will not be triggered by a proposed transfer that would not be allowed under Article 16:2 and therefore could not proceed. The right of first refusal granted to Arby's pursuant to this Article 16:2:1 shall not apply if the Bona Fide Offeror is a "pre-qualified buyer" who satisfies the following criteria: (i) the Bona Fide Offeror satisfies the then current criteria Arby's uses to evaluate prospective purchasers of Arby's franchises; (ii) through one or more controlled affiliates, the Bona Fide Offeror owns and operates no less than five (5) Arby's Restaurants and the licensee of each such Arby's Restaurant (a) is in material compliance with the terms of the Arby's license agreement governing the operation of

each such Arby's Restaurant and (b) within the preceding twelve (12) months has not been in default in the performance of any material obligation under the Arby's license agreement governing the operation of each such Arby's Restaurant; (iii) neither the Bona Fide Offeror nor any of its affiliates is in default of any lease or sub-lease with Arby's or any of its affiliates; (iv) there are no litigation, arbitration or other legal proceedings pending between the Bona Fide Offeror or any of its affiliates and Arby's or any of its affiliates; (v) the Bona Fide Offeror provides Arby's with a business plan which establishes the ability (including the necessary infrastructure and management resources) for the Bona Fide Offeror to operate the Licensed Business, taking into consideration its other business endeavors and any other businesses (including other Arby's Restaurants) to be acquired in connection with the Licensed Business; and (vi) neither the Bona Fide Offeror nor any of its affiliates owns or operates, directly or indirectly, a restaurant or store that offers roast beef sandwiches other than Arby's Restaurants. If the Bona Fide Offeror qualifies as a pre-qualified buyer, then Arby's will not unreasonably withhold, delay or condition its approval (pursuant to Article 16:2) of the Bona Fide Offeror's purchase of such direct or indirect interest in this Agreement, in Licensee, or in the Licensed Business.

#### 16:3 SALE OR TRANSFER TO FAMILY MEMBERS

The restrictions imposed by Article 16:1 above shall not be applicable to the sale, assignment, transfer or pledge of less than majority control of the Licensed Business or less than fifty percent (50%) of the assets thereof to Licensee's spouse, parent, sibling or child so long as such transferee is 21 years of age or older at the time of the transfer, or to a trust established for the benefit of Licensee and/or Licensee's spouse, parent, sibling or child so long as the operative trust documents at all times provide that the trust shall remain in effect, and the assets thereof not sold, transferred, assigned or surrendered to any beneficiary or beneficiaries until each such beneficiary or beneficiaries attain the age of 21.

#### 16:4 ASSIGNMENT TO LENDING INSTITUTIONS

Arby's will not require approval of the assignment, transfer or pledge of all or any part of the assets of the Licensed Business, excluding this License Agreement, to banks or other lending institutions as collateral security for loans made directly to or for the benefit of the Licensed Business. However, such approval will be required for any proposed assignment or pledge of this License Agreement or any direct or indirect interest in this License Agreement, which approval, if granted, will not permit further transfers or assignments of this License Agreement or any direct or indirect interest in this License Agreement without compliance by the transferee or assignee with the provisions of Article 16:2 above.

#### 16:5 CASUALTY OR LOSS

Notwithstanding any other provisions herein to the contrary, Licensee shall have the right to transfer this License Agreement from the Licensed Premises to a new location in the event the Licensed Premises shall be rendered inoperable by any casualty, or the Licensed Premises shall be taken in condemnation or by eminent domain, or the principal highway access to the Licensed Premises shall be terminated or so changed as to substantially reduce access to the Licensed Premises, provided Licensee notified Arby's thereof within thirty (30) calendar days of the occurrence of any of the foregoing events, Licensee obtains a new location for the Licensed Business within twelve (12) months of such occurrence, such new location is approved in writing in advance by Arby's, and Licensee removes the Trademarks or other indicia, trade dress, or distinguishing features of an Arby's Restaurant, and all signage so that the abandoned premises do not resemble an Arby's Restaurant.



## 16:6 TRANSFER FEE

For all transfers, sales, assignments or pledges that require Arby's approval under this Article, there shall be a non-refundable fee of Two Thousand Five Hundred Dollars (\$2,500), except that if the proposed transferee is not a party, or does not hold a controlling interest in a party, to any previous license or franchise agreement with Arby's and this is the first License Agreement to be transferred to the transferee, then the fee shall be Seventeen Thousand Five Hundred Dollars (\$17,500). This fee shall be paid upon submission of the request for approval, and no approval shall be given until the fee is paid. Arby's may in its sole judgment agree to waive part of the fee if a substantial number of Restaurants are sold, transferred or assigned as part of the same transaction.

## **ARTICLE 17. RIGHT TO USE MODIFICATIONS OR CHANGES**

Arby's shall have a non-exclusive right to use and incorporate in its national System for its own and/or its other licensee's benefit all or any part of any modifications, changes or improvements developed or discovered by Licensee or Licensee's employees or agents in the Licensed Business without any liability or obligation therefore to Licensee or any other person or entity.

## **ARTICLE 18. NOTICE**

Any and all notices and demands required to be given hereunder shall be in writing and sent by certified mail or by a recognized overnight delivery or express service that provides evidence of delivery or attempted delivery (e.g. Fed Ex; DHL) to Arby's Franchisor, LLC, Attention: General Counsel, Three Glenlake Parkway NE, Atlanta, Georgia 30328, and by facsimile to (678) 514-5344 and to Licensee at the notice address specified in Exhibit A, or to such other addresses as either party may hereafter provide in writing to the other as a notice or principal address; provided, however, that communications from Arby's to Licensee which are to be incorporated in the Manual may instead be given as provided in the next sentence. Licensee is required to provide Arby's with an official email address which will be set forth in Exhibit A to receive communications which are to be incorporated in the Manual, and Arby's electronic transmission of these communications to this email address will be considered valid written notice delivered in compliance with this Article 18. Any notice, demand, or communication shall be deemed given as of the date of delivery or attempted delivery. Licensee must notify Arby's of and maintain a street address for the purposes of all notices required hereunder, and shall provide Arby's with current facsimile, phone numbers and addresses (including email) in order to maintain current notice and contact information.

## **ARTICLE 19. DIVISIBILITY OF PROVISIONS**

The provisions of this License Agreement are separate and severable, and the invalidity or unenforceability of any provision or provisions contained herein shall not in any way affect the validity or enforceability of any other provisions hereof, or the validity of this License Agreement without the invalid or unenforceable provision or provisions; provided, however, that in the event any court or other competent authority should determine that any provision in this License Agreement is not valid or enforceable as written, Licensee and Arby's agree that such provision shall be amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought unless in Arby's sole judgment the invalid or unenforceable provision is so crucial to the overall License Agreement that no amendment is satisfactory, in which event Arby's at its election may terminate the License Agreement upon payment to Licensee of an amount equal to the applicable License Fee without interest or penalty.

## **ARTICLE 20. LICENSEE'S ACKNOWLEDGEMENT**

Licensee understands and acknowledges that there are significant risks in any business venture and that the primary factor in Licensee's success or failure in the Licensed Business will be Licensee's own efforts. In addition, Licensee acknowledges that Arby's and its representatives have made no representations to

Licensee other than or inconsistent with the matters set forth in the Franchise Disclosure Document provided to Licensee and that Licensee has undertaken this venture solely in reliance upon the matters set forth in the Franchise Disclosure Document and Licensee's own independent investigation of the merits of this venture. Licensee acknowledges that in all of their dealings with Licensee, Arby's officers, employees, and agents act only in a representative, and not in an individual, capacity and that business dealings between Licensee and them as a result of this Agreement are deemed to be only between Licensee and Arby's.

## **ARTICLE 21. MISCELLANEOUS**

### **21:1 BENEFIT/BINDING EFFECT**

When executed by both parties, this License Agreement shall be binding on and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

### **21:2 GOVERNING LAW**

**This Agreement, the franchise, and all claims arising from the relationship between Arby's and Licensee shall be governed by the laws of the State of Georgia, without regard to its conflict of laws rules; provided, however, that any Georgia law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Article. This Article 21:2 does not apply to the interest charged on overdue payments, which shall be governed in accordance with Article 3:1:2 of this Agreement.**

### **21:3 CHOICE OF FORUM AND WAIVER OF JURY TRIAL**

**The parties agree that to the extent any disputes arise that cannot be resolved directly between the parties, Licensee shall file any suit against Arby's only in the federal or state court of general jurisdiction located closest to Arby's then current principal office. Arby's may file suit in the federal or state court of general jurisdiction located closest to Arby's then current principal office or in the jurisdiction where Licensee resides or does business, or where the Licensed Premises are or were located or where the claim arose. Each party irrevocably submits to the jurisdiction of those courts and waives any objection such party may have to either the jurisdiction of or venue in those courts.**

**THE PARTIES AGREE IRREVOCABLY TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM.**

### **21:4 EFFECTIVE DATE**

The effective date of this License Agreement for all purposes whatsoever (whether used for purposes of reference or computation herein or hereafter) shall be the date indicated on the first page of this License Agreement.

### **21:5 TABLE OF CONTENTS AND CAPTIONS**

The Table of Contents and captions of this License Agreement are inserted only as a matter of convenience and for reference and in no way define, affect, limit or describe the scope or intent of this License Agreement.

### **21:6 DELEGATION BY COMPANY**

Licensee agrees that Arby's shall have the right, from time to time, to delegate the performance of

any portion or all of its obligations and duties under this License Agreement to designees, whether the same are agents of Arby's or independent contractors with which Arby's has contracted to provide such services.

21:7 DEFINITION: TERMINATION OF AGREEMENT

Whenever used in this License Agreement, the phrase "termination of this License Agreement for any reason" includes without limitation termination, cancellation or expiration of this License Agreement without issuance of a new License Agreement.

21:8 ENTIRE AGREEMENT AND CONSTRUCTION

This License Agreement, including all attached Exhibits which are incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and, except as expressly provided in this License Agreement or the Franchise Disclosure Document, there are no oral or written representations by Arby's relating to the subject matter of this Agreement, the franchise relationship, or the Licensed Business (any understandings or agreements reached by Licensee and Arby's, or any representations made by Arby's, before this Agreement are superseded by this Agreement). Arby's may rely on representations Licensee made in its franchise application materials and any similar questionnaire Licensee and/or its owners signed before signing this Agreement. This Agreement will not be modified except by a written document executed by both parties. This Agreement may be signed in multiple copies, each of which will be deemed an original.

21:9 JOINT AND SEVERAL OBLIGATION

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

21:10 LIMITED LIABILITY FOR OUR RELATED PARTIES

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

21.11 RESTRICTED PERSONS REPRESENTATIONS AND WARRANTIES

Licensee represents and warrants to Arby's that, as of the date of this License Agreement and at all times during the term hereof, and to Licensee's actual or constructive knowledge, neither Licensee, any affiliate of Licensee, any individual or entity having a direct or indirect ownership interest in Licensee or any such affiliate (including any shareholder, general partner, limited partner, member or any type of owner), any officer, director or management employee of any of the foregoing, nor any funding source Licensee utilizes is or will be identified on the list of the U.S. Treasury's Office of Foreign Assets Control (OFAC); is directly or indirectly owned or controlled by the government of any country that is subject to an embargo imposed by the United States government or by any individual that is subject to an embargo imposed by the United States government; is acting on behalf of any country or individual that is subject to such an embargo; or, is involved in business arrangements or other transactions with any country or individual that is subject to an embargo. Licensee agrees that Licensee will immediately notify Arby's in writing immediately upon the occurrence of any event which would render the foregoing

representations and warranties incorrect. Notwithstanding anything to the contrary in this License Agreement, Licensee may not allow, effect or sustain any transfer, assignment or other disposition of this License Agreement to a "Specially Designated National or Blocked Person" (as defined below) or to an entity in which a Specially Designated National or Blocked Person has an interest. For the purposes of this License Agreement, "Specially Designated National or Blocked Person" means: (i) a person or entity designated by OFAC (or any successor officer agency of the U.S. government) from time to time as a "specially designated national or blocked person" or similar status; (ii) a person or entity described in Section 1 of U.S. Executive Order 13224, issued on September 23, 2001; or, (iii) a person or entity otherwise identified by any government or legal authority as a person with whom Licensee (or any of Licensee's owners or affiliates) or Arby's (or any of its owners or affiliates) are prohibited from transacting business. Licensee further agrees that Licensee will not hire, retain, employ or otherwise engage the services of any individual or entity in contravention of the Patriot Act; any law, rule or regulation pertaining to immigration or terrorism; or, any other legally prohibited individual or entity.

21.12 CUMULATIVE RIGHTS

Arby's and Licensee's rights under this Agreement are cumulative, and Arby's or Licensee's exercise or enforcement of any right or remedy under this Agreement will not preclude the exercise or enforcement of any other right or remedy Arby's or Licensee are entitled by law to enforce.

**THIS LICENSE AGREEMENT** is hereby executed by Arby's and the Licensee effective on the date indicated on the first page of this License Agreement.

WITNESS:

\_\_\_\_\_

**ARBY'S FRANCHISOR, LLC**

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

WITNESS:

\_\_\_\_\_

**LICENSEE**

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY AND KEY CONTRACT DATA**

	Example of Data:
a. Restaurant #	# _____
b. Licensee #	FR # _____
c. Legal Address of Licensed Premises - [#, Street, City, State, Zip Code]	
d. License Agreement Term: ____ ( ) Years, Term of Lease or Specify Date	XX Years or XX/XX/XXXX
e. Initial License Fee	[\$37,500/\$15,000/\$0/applicable development incentive program]
f. Royalty Fee Rate: % of Gross Sales	[4.0%/applicable development incentive program]
g. Required Minimum Advertising & Marketing Expenditure	Combined Minimum 4.2%
h. Licensee Notice Address	
i. Licensee Email Address	
j. Restaurant Email Address	
k. Property: Fee/Lease  a. If Lease	Initial Expiration Date: _____ Renewal Option(s) : _____

INITIALS: \_\_\_\_\_

**EXHIBIT B\***

**PROTECTED AREA**

\*ONE (1) MILE: For the purpose of Article 1:2 of the License Agreement for «RestaurantNo» located at«Restaurant Address», «RestaurantCityStateZip», the Protected Area, is more particularly identified according to the boundaries marked on the attached Map, and is within one (1) mile on a straight line from the Licensed Premises, excluding malls, college and university campus locations and other similar institutional type facilities, hospitals, toll plazas, military bases, theme/amusement parks, airports, casinos, special location activity centers, such as sports arenas, and sovereign nations.

MALL: For the purposes of Article 1:2 of the License Agreement for «RestaurantNo», located at «RestaurantAddress», «RestaurantCityStateZip», the Protected Area is contained within the interior structural confines of the Mall area now commonly known as «MallName»

ASSIGNED: For the purpose of Article 1:2 of the License Agreement for «RestaurantNo», located at «RestaurantAddress», «RestaurantCityStateZip», the Protected Area, is more particularly identified according to the boundaries marked on the attached map, and is within the area outlined in red, excluding malls, college and university campus locations and other similar institutional type facilities, hospitals, toll plazas, military bases, theme/amusement parks, airports, casinos, special location activity centers, such as sports arenas, and sovereign nations.

NON-TRADITIONAL LOCATIONS: For the purpose of Article 1:2 of the License Agreement for «RestaurantNo» located at «RestaurantAddress», «RestaurantCityStateZip», the Protected Area is site specific only.

**EXHIBIT C**

STATEMENT OF LEGAL COMPOSITION

FOR AN INDIVIDUAL

CORPORATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY

LICENSEE hereby represents and warrants that the ownership and/or legal composition of LICENSEE is as follows:

- 1 LICENSEE is Individually Owned , a Corporation , a Sub-Chapter S Corporation , a Partnership , or a Limited Liability Company  (check one) duly organized and existing under the laws of the State of \_\_\_\_\_.

Complete the appropriate Section below:

Individually Owned – Sections 3 & 11; Corporation or Sub-Chapter S Corporation – Sections 2, 4, 5, 6 & 11; Partnership – Sections 2, 7, 8, & 11; Limited Liability Company – Sections 2, 9, 10 & 11.

Name of Corporation/Sub-Chapter S Corporation/Partnership/Limited Liability Company:

\_\_\_\_\_

Principal Business Address (No PO Box #'s):

\_\_\_\_\_

2. The Corporation/Sub-Chapter S Corporation/Partnership/Limited Liability Company was organized on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.
3. The names and addresses of the Individual Owners are as follows:

NAME	ADDRESS

4. The Corporation/Sub-Chapter S Corporation (if applicable) is authorized to issue the following securities:

Common Stock \_\_\_\_\_ Preferred Stock \_\_\_\_\_ Other \_\_\_\_\_  
                                     No. of Shares                                      No. of Shares

5. The names, addresses, number of Shares issued and percent of ownership of each Shareholder are as follows:

NAME	ADDRESS	NO. OF SHARES	PERCENT OWNERSHIP

6. The names, addresses and positions of all the officers and directors of the Corporation/Sub-Chapter S Corporation are:

NAME	ADDRESS	TITLE

7. The names, addresses and interest of all General Partners are as follows:

NAME	ADDRESS	PARTNERSHIP INTEREST

8. The names, addresses and interest of all Limited Partners are as follows:

NAME	ADDRESS	PARTNERSHIP INTEREST

9. The names, addresses and participation of all the Managing Members are as follows:

NAME	ADDRESS	PARTICIPATION (%)



10. The names, addresses and participation of all the Members are as follows:

NAME	ADDRESS	PARTICIPATION (%)

11. The following Owner/Shareholder/Partner/Member will spend full time in active management:

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**PLEASE SUBMIT A COPY OF THE ORGANIZATION DOCUMENTS, IF APPLICABLE: Include Articles of Incorporation, Partnership Agreement, Limited Liability Company Operating Agreement, Bylaws, Certificate of Authority to do business in the state in which the Licensed Business will be operated (if a foreign corporation, partnership or LLC), copies of all issued and outstanding stock certificates (front and back), copies of all cancelled stock certificates (front and back) and other applicable organization documents to confirm the legal composition of the LICENSEE.**

**EXHIBIT D**

**GUARANTY AGREEMENT**

As an inducement to Arby's Franchisor, LLC, a Delaware limited liability company ("Arby's") to execute the License Agreement between Arby's and \_\_\_\_\_ ("Licensee") dated \_\_\_\_\_, 20\_\_\_\_ (the "Agreement"), the undersigned shareholders, directors, officers, partners and members of Licensee ("Guarantors"), jointly and severally, hereby unconditionally guaranty to Arby's and its successors and assigns that all of Licensee's obligations under the Agreement, will be punctually paid and performed.

Upon demand by Arby's, the undersigned Guarantors will immediately make each payment required of Licensee under the Agreement. The undersigned hereby waive (i) any right to require Arby's to: (a) proceed against Licensee for any payment required under the Agreement, (b) proceed against or exhaust any security from Licensee, or (c) pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Licensee; (ii) all rights to payments and claims for reimbursement or subrogation that any of the undersigned may have against Licensee arising as a result of the undersigned's execution and performance under this Guaranty Agreement, such that none of the undersigned will be deemed a "creditor" of Licensee under applicable bankruptcy law with respect to Licensee's obligations to Arby's; and (iii) acceptance and notice of acceptance by Arby's of the undersigned's undertakings under this Guaranty Agreement.

Without affecting the obligations of the undersigned Guarantors under this Guaranty Agreement, Arby's may, without notice to the undersigned Guarantors, extend, modify, supplement, waive strict compliance with, or release any or all provisions of the Agreement or any indebtedness or obligation of Licensee, or settle, adjust, release, or compromise any claims against Licensee or any Guarantor, make advances for the purpose of performing any obligations of Licensee under the Agreement, assign the Agreement or the right to receive any sum payable thereunder, and the undersigned Guarantors each hereby jointly and severally waive notice of same and agree to remain and agree to be bound by any and all such amendments and changes to the Agreement. Arby's will have no present or future duty or obligation to the undersigned under this Guaranty Agreement, and each of the undersigned waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning Licensee or any other guarantor, or any collateral securing any obligations of Licensee to Arby's.

The undersigned Guarantors hereby agree to defend, indemnify, and save Arby's, its parents, affiliates, and subsidiaries and their officers, directors, owners, agents, employees, attorneys, accountants, and AFA Service Corporation, so long as membership in the latter remains compulsory, harmless of, from and with respect to any and all claims, damages, losses, obligations, costs, expenses, liabilities, or debts any of them may incur (including, but not limited to, reasonable attorney's fees) resulting from, consisting of, or arising out of or in connection with any failure by Licensee to perform any obligation of Licensee under the Agreement, any amendment thereto, or any other agreement by Licensee referred to therein.

The undersigned Guarantors hereby acknowledge and agree to be individually bound by each and every provision of the Agreement.

Unless terminated as to any Licensee, pursuant to the terms of the Agreement, this Guaranty Agreement shall terminate upon the termination or expiration of the Agreement, except that all obligations and liabilities of the undersigned Guarantors which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of the Agreement shall remain in force according to their terms. Upon the death of an individual Guarantor, the estate of such Guarantor shall be bound by this Guaranty Agreement, but only for defaults and

obligations hereunder existing at the time of death; and the obligations of the other Guarantors will continue in full force and effect.

Unless specifically stated otherwise, the terms used in this Guaranty Agreement shall have the same meaning as in the Agreement and shall be interpreted and construed in accordance with Section 21:2, Governing Law, 21:3, Choice of Forum, of the Agreement, and 21:9 Joint and Several Obligation, or similar applicable provisions. This Guaranty Agreement shall be interpreted and construed under the laws of the State of Georgia.

All notices to Arby's under this Guaranty Agreement shall be in writing and sent by a recognized overnight delivery or express service that provides evidence of delivery or attempted delivery (e.g. Fed Ex; DHL) to Arby's Franchisor, LLC., Attention: General Counsel, Three Glenlake Parkway NE, Atlanta, Georgia 30328, and by facsimile to (678) 514-5344 or at such other address as Arby's shall from time to time designate in writing.

All notices to the undersigned Guarantors shall be in writing and sent by a recognized overnight delivery or express service that provides evidence of delivery or attempted delivery (e.g. Fed Ex; DHL) to the following addresses:

**NAME**

**ADDRESS**

Notices will be deemed given as of the date of delivery or attempted delivery.

IN WITNESS WHEREOF, each of the undersigned Guarantor(s) has(have) signed this Guaranty Agreement as the date of the Agreement.

GUARANTORS:

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

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

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

**EXHIBIT E - MARKET TIERS**

**2017 DMA AFA Rate Sheet- Effective January 1, 2017**

Market	%	Market	%	Market	%	Market	%
Abilene	4.00%	Denver	4.00%	Lansing	3.24%	Roanoke	4.00%
Ada-Ardmore	4.00%	Des Moines	3.14%	Laredo	4.00%	Rochester	4.00%
Albany, GA	4.00%	Detroit	4.00%	Las Vegas	4.00%	Rochester- Mason City	3.19%
Albany, NY	4.00%	Dothan	4.00%	Lexington	2.22%	Rockford	4.00%
Albuquerque	4.00%	Duluth	3.16%	Lima	3.55%	Sacramento	4.00%
Alexandria	4.00%	El Paso	4.00%	Lincoln & Hastings	3.08%	Salisbury	4.00%
Alpena	4.00%	Elmira	4.00%	Little Rock	3.25%	Salt Lake City	2.22%
Amarillo	4.00%	Erie	4.00%	Los Angeles	4.00%	San Angelo <sup>1</sup>	4.00%
Anchorage	3.19%	Eugene	4.00%	Louisville	2.22%	San Antonio	4.00%
Atlanta	4.00%	Eureka <sup>1</sup>	4.00%	Lubbock	4.00%	San Diego	4.00%
Augusta	4.00%	Evansville	3.13%	Macon	4.00%	San Francisco	4.00%
Austin	4.00%	Fairbanks	4.00%	Madison	4.00%	Santa Barbara	4.00%
Bakersfield	4.00%	Fargo	4.00%	Mankato	4.00%	Savannah	4.00%
Baltimore	4.00%	Flint	2.22%	Marquette	4.00%	Seattle-Tacoma	4.00%
Bangor <sup>1</sup>	4.00%	Florence-Myrtle Beach	4.00%	Medford	4.00%	Shreveport	4.00%
Baton Rouge	4.00%	Fresno	4.00%	Memphis	4.00%	Sioux City	4.00%
Beaumont	4.00%	Ft. Myers	4.00%	Meridian	4.00%	Sioux Falls (Mitchell)	3.17%
Beckley-Bluefield	4.00%	Ft. Smith	4.00%	Miami	4.00%	South Bend	2.22%
Bend	4.00%	Ft. Wayne	2.22%	Milwaukee	4.00%	Spokane	2.22%
Billings	4.00%	Glendive <sup>1</sup>	4.00%	Minneapolis	3.11%	Springfield	3.16%
Biloxi	4.00%	Gainesville	4.00%	Minot	3.11%	Springfield-Holyoke	4.00%
Binghamton	4.00%	Grand Junction	4.00%	Missoula	4.00%	St. Joseph	4.00%
Birmingham	3.04%	Grand Rapids	2.22%	Mobile	4.00%	St. Louis	4.00%
Boise	4.00%	Great Falls	4.00%	Monroe	4.00%	Syracuse	4.00%
Boston	4.00%	Green Bay	3.08%	Monterey-Salinas <sup>1</sup>	4.00%	Tallahassee	4.00%
Bowling Green	4.00%	Greensboro	2.22%	Montgomery	4.00%	Tampa	4.00%
Buffalo	4.00%	Greenville-New Bern	4.00%	Nashville	3.07%	Terre Haute	3.30%
Burlington-Plattsburgh <sup>1</sup>	4.00%	Greenville-Spartanburg	3.17%	New Orleans	4.00%	Toledo	2.22%
Butte	4.00%	Greenwood-Greenville <sup>1</sup>	4.00%	New York	4.00%	Topeka	4.00%
Casper	4.00%	Harlingen-Weslaco	4.00%	Norfolk	4.00%	Traverse City	4.00%
Cedar Rapids	3.10%	Harrisburg	4.00%	North Platte	4.00%	Tri-Cities: Tn-Va	4.00%
Champaign	2.22%	Harrisonburg	4.00%	Odessa	4.00%	Tucson (Nogales)	4.00%
Charleston	4.00%	Hartford-New Haven	4.00%	Oklahoma City	2.22%	Tulsa	2.22%
Charleston-Huntington	2.22%	Hattiesburg-Laurel	4.00%	Omaha	3.14%	Twin Falls	4.00%
Charlotte	4.00%	Helena	4.00%	Orlando	4.00%	Tyler-Longview	4.00%
Charlottesville	4.00%	Honolulu	4.00%	Ottumwa	4.00%	Utica	4.00%
Chattanooga	3.05%	Houston	4.00%	Paducah	2.22%	Victoria	4.00%
Cheyenne	4.00%	Huntsville-Decatur	3.19%	Palm Springs	4.00%	Waco	4.00%
Chicago	4.00%	Idaho Falls	4.00%	Panama City	4.00%	Washington	4.00%
Chico-Redding	4.00%	Indianapolis	2.22%	Parkersburg	4.00%	Watertown	4.00%
Cincinnati	3.12%	Jackson Ms	4.00%	Peoria	3.25%	Wausau	3.04%
Clarksburg	4.00%	Jackson Tn	4.00%	Philadelphia	4.00%	West Palm Beach	4.00%
Cleveland	4.00%	Jacksonville	4.00%	Phoenix	4.00%	Wheeling	4.00%
Colorado Springs	4.00%	Johnstown	4.00%	Pittsburgh	4.00%	Wichita	2.22%
Columbia	4.00%	Jonesboro	4.00%	Portland	4.00%	Wichita Falls	4.00%
Columbia-Jefferson City	4.00%	Joplin	4.00%	Portland-Auburn	4.00%	Wilkes Barre	4.00%
Columbus, Ga	4.00%	Juneau <sup>1</sup>	4.00%	Presque Isle	4.00%	Wilmington	4.00%
Columbus, Oh	3.28%	Kansas City	4.00%	Providence <sup>1</sup>	4.00%	Yakima	4.00%
Columbus-Tupelo	4.00%	Knoxville	3.05%	Quincy	4.00%	Youngstown	3.12%
Corpus Christi	4.00%	La Crosse	4.00%	Raleigh-Durham	4.00%	Yuma	4.00%
Dallas	4.00%	Lafayette, In	2.22%	Rapid City	4.00%	Zanesville	3.28%
Davenport	4.00%	Lafayette, La	4.00%	Reno	4.00%		
Dayton	2.22%	Lake Charles	4.00%	Richmond	4.00%		

<sup>1</sup> As of January 2, 2022 there are no Arby's Restaurants in these DMAs.

## EXHIBIT F

### AUTHORIZATION for Payment via EFT

AUTHORIZATION TO HONOR ELECTRONIC FUNDS TRANSFER (EFT) DRAWN BY AND PAYABLE TO:

Arby's Restaurant Group, Inc. and/or Arby's Franchisor, LLC

RESTAURANT #:

Payment via EFT is the electronic transfer of funds from a Bank Account for the purpose of executing a payment.

I (we) authorize Arby's Restaurant Group, Inc. (ARG) and/or Arby's Franchisor, LLC (AFL) to electronically debit my (our) account as follows:

FULL NAME OF BANK:
BANK ACCOUNT ROUTING NUMBER
BANK STREET ADDRESS:
CITY, STATE, ZIP CODE:
BANK ACCOUNT IN THE NAME OF:
BANK ACCOUNT NUMBER:
TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS

**By signing this form you give us permission to debit your account only for the amount indicated by you on or after the indicated date.**

I (we) understand that this authorization will remain in full force and effect until I (we) notify ARG and AFL in writing that I (we) wish to revoke this authorization. I (we) understand that ARG and AFL requires at least 5 business days prior notice in order to cancel or change this authorization.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF LICENSEE

\_\_\_\_\_  
NAME OF LICENSEE (please print)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF LICENSEE

\_\_\_\_\_  
NAME OF LICENSEE (please print)

## EXHIBIT G

### COOPERATIVE AREA ADVERTISING PROGRAM STANDARD FORM BYLAWS

#### BYLAWS OF

\_\_\_\_\_ Advertising Co-op, Inc.

Created on \_\_\_\_\_, 20\_\_

#### PURPOSES

The [\_\_\_\_\_ Advertising Co-op, Inc.] (also referred to herein as the “Co-op” or the “Corporation”) is formed as a nonprofit cooperative trade association to foster and promote the interests of the licensees and operators of Arby's Restaurants in the \_\_\_\_\_, \_\_\_ Designated Marketing Area (DMA). Its functions are to conduct advertising and promotional campaigns and to engage in such other activities as the members deem to be the best interests of said licensees and operators. The Corporation also has such powers as are now or may hereafter be granted by the Nonprofit Corporation Code of the State of \_\_\_\_\_.

#### ARTICLE 1

##### DECLARATION OF GOVERNING GUIDELINES

The Co-op Guidelines attached to these Bylaws are living documents that, from time to time and with their sole discretion, may be revised, updated or replaced by Arby's Franchisor, LLC (as defined below). The Co-op Guidelines are the operating policies and procedures of the Corporation. If and to the extent that the Co-op Guidelines conflict with these Bylaws, the Bylaws control.

#### ARTICLE 2

##### DEFINITIONS

As used herein:

2.1 "DMA" is defined as the Designated Market Area for \_\_\_\_\_, \_\_\_\_\_ as defined by Nielsen Media Research (“Nielsen”). The Co-op, based upon the then most recent survey results by Nielsen, may, from time to time, determine that additional areas fall within the DMA, and after any such determination, these new areas will be included within the DMA.

2.2 "Restaurant" is defined as any restaurant operating using the Arby's® trademark within the DMA under a valid License Agreement (defined below) with AFL (as defined below) including Arby's® Roast Beef Restaurants, Arby's Market Fresh® Restaurants or any other AFL restaurant concept containing the word “Arby's” in its name.

2.3 "Licensee" is defined as an individual, corporation, partnership or other legal entity licensed in the DMA pursuant to a valid License Agreement with AFL to operate a Restaurant, including AFL.

2.4 "Gross Sales" is defined as the total amount received by Licensee from the sale of all products and performance of all services in, on or from the Licensed Premises (as defined in the applicable License Agreement), whether for cash or on credit, including commissions from vending and ATM machines, but excluding coupons and discounts, and sales tax or any similar taxes which are required by law to be computed separately and paid by the customer.

2.5 "AFL" is defined as Arby's Franchisor, LLC and its subsidiaries and affiliates and/or any of their respective predecessors or successors in interest.

2.6 "Member" is defined as any Licensee that satisfies the requirements for membership under Article 4.1 hereof.

2.7 "License Agreement" is defined as an agreement entered into between AFL and Licensee in order for the Licensee to receive the right and privilege to use the Arby's trademarks and operating systems in the operation of an Arby's Restaurant, upon the terms and conditions set forth therein.

ARTICLE 3  
OFFICES AND REGISTERED AGENT

3.1 Registered Offices and Registered Agent. The initial registered office of the Corporation and the initial registered agent of the Corporation at said office will be as set forth in the Articles of Incorporation of the Corporation. The Corporation will have and maintain a registered office of the Corporation and a registered agent of the Corporation which registered office and registered agent at such office may be changed from time to time by the Corporation in the manner specified by law.

ARTICLE 4  
MEMBERSHIP

4.1 Eligibility. All Licensees are eligible to become Members of the Corporation. The Members of the Corporation will consist of all Licensees who file with the Corporation an application for membership in the form of a membership letter evidencing their intent to become Members and to comply with and be bound by all of the terms and conditions relating to membership contained in the Articles of Incorporation, these Bylaws and any amendments thereto, as well as the Co-op Guidelines.

ARTICLE 5  
DIRECTORS

5.1 General. The affairs of the Co-op will be controlled and administered by a Board of Directors.

5.2 Appointment of Directors and Term. Each Member will have the right to appoint one Director, who must be an owner, officer, director, manager or chief marketing officer of such Member. Each Director will serve at the pleasure of the appointing Member for a term to be determined by such Member from time to time. A Member may appoint a different person to be a Director for each meeting of the Board of Directors.

5.3 Voting.

a. Voting Rights. Each Director representing a Member in good standing is entitled to one vote for each of such Member's Restaurants. For each additional Restaurant that a Member acquires or develops, the Director representing such Member is entitled to an additional vote and such Member is obligated to pay dues for such Restaurant in accordance with Article 8 hereof.

b. Good Standing. A "Member in good standing" is a Member which does not owe any financial obligation to either AFL or to the Co-op which remains outstanding more than 30 days after the original due date of such financial obligation. A Director representing a Member in good standing is hereinafter referred to as an Eligible Director. A Member which owes a financial obligation to the Co-op which remains outstanding for more than 30 days after its original due date may still be considered in good standing if a majority of the votes entitled to be cast by Eligible Directors other than the Director representing such Member approve a payment plan for such Member, and such Member remains current with all of its obligations under the payment plan and with all financial obligations owing to the Co-op which accrue after the date the payment plan is approved. A Member which owes a financial obligation to AFL which remains outstanding for more than 30 days after its original due date may still be considered in good standing if AFL has approved a payment plan for such Member and such Member remains current with all of its obligations under the payment plan and with all financial obligations owing to AFL which accrue after the date the payment plan is approved by AFL. A Member which is not in good standing automatically will have no voting rights until the Member pays all amounts due and owing in full to the Co-op or AFL, as the case may be.

c. Voting at Meetings. Unless otherwise noted herein, all matters put to a vote of the Directors will be decided by the affirmative vote of Eligible Directors holding a simple majority of all votes entitled to be cast by Eligible Directors present at the time of the vote. Once a Quorum is established according to Section 6.5 below, voting may proceed without regard to whether the quorum is maintained throughout the meeting and the outcome will be determined by the percentage of votes entitled to be cast by the Eligible Directors present at the time of the vote, not the percentage of votes entitled to be cast by all Eligible Directors or Eligible Directors present when the quorum is first established. An Eligible Director representing a Member with more than one Restaurant in the Co-op is entitled to second his

or her own motions and call them to a vote of the Directors. Except where proscribed by applicable law, a Director may vote in person, by facsimile, by electronic means or email, or by proxy executed in writing by the Director or by his or her attorney-in-fact. A proxy will not be valid after eleven (11) months from the date of its execution, unless a longer period is expressly stated therein.

5.4 Transfer of the Franchise. If a Member transfers its ownership interest in one of its Restaurants to a transferee approved by AFL, then the membership interest of the Member is transferred with it. The transferring Member's rights and obligations to the Corporation will terminate upon transfer, except with regard to any debts or fees owed by such Member to the Corporation at the time of transfer. Subject to the immediately preceding sentence, the transferee, upon transfer, assumes all rights and obligations of the transferring Member.

a. Termination of Membership without Notice (Automatic Termination). Any termination by AFL of the Member's License Agreement will also be an automatic termination of its membership in the Corporation. Upon termination, the Member's rights and obligations to the Corporation will terminate, except with regard to any debts or fees owed by the Member to the Corporation at the time of termination.

5.5 Interest of Members. Except to the extent provided for in Section 5.6 below, no Member of the Corporation may own any right, title or interest in any part of the property or assets of the Corporation.

5.6 Dissolution of the Corporation. By a two-thirds majority vote of all votes entitled to be cast by all Eligible Directors, the Directors may adopt a resolution of dissolution for the Corporation. In that event, on its dissolution, the Corporation's property will be distributed to the Members in good standing in the proportion of the dues actually paid by the Members with respect to the twelve (12) month period immediately preceding the adoption of a resolution of dissolution.

5.7 Limited Liability of Members and Guaranty. The Corporation reserves the right to require that any Member who has furnished a guaranty to Arby's of its obligations under its License Agreement with Arby's furnish a similar guaranty for its dues to the Corporation. Members and their guarantors will not, however, be liable for any debts or obligations of the Corporation, and, except as set forth in Article 8 hereof, will not be subject to any special assessment.

## ARTICLE 6 MEETINGS OF DIRECTORS

6.1 Manner, Place and Time of Meetings. Meetings of the Directors may occur in person, by telephone or video conference, via electronic means (e.g. Internet chat, email or such other means as the Officers may find appropriate) or any other manner that provides for timely debate, voting and resolution of issues to be considered by the Directors. The meeting time, place and manner will be determined in advance by the Officers of the Corporation and disclosed in the Notice of Meeting as described in Section 6.4 below.

6.2 Annual Meeting. Once each year, the Corporation's Annual Meeting will take place. The Annual Meeting's agenda will include officer elections, review of bylaws, and forecast planning.

6.3 Calling a Meeting. Meetings of the Directors may be called at any time by a) the President; b) by any two (2) elected Officers other than the President; or c) by a simple majority of all votes entitled to be cast by Eligible Directors.

6.4 Notice of Meeting. The President, or the persons calling the meeting will send a written notice to all Members, whether in good standing or not, stating the manner, place, day, and hour of the meeting and, if and to the extent required below in Section 6.4, the purpose or purposes for which any Special Meeting is called. All Directors will be given at least ten (10) and no more than sixty (60) days' notice of Annual Meetings. All meetings other than Annual Meetings, whether regularly scheduled or not, are referred to herein as Special Meetings. All Directors will be given at least one (1) and no more than sixty (60) days' notice of Special Meetings. Notice of meetings may be given personally or by first class mail, electronic mail, facsimile or electronic transmission and will be deemed given when mailed or when the electronic mail, facsimile or electronic transmission is sent, addressed to the Member at its business or electronic address. Neither the business to be transacted at, nor the purpose of any meeting of the Board need be specified in the notice (or waiver of notice) of such meeting except for Special Meetings involving any of the following actions, in which case at least ten (10) days' notice must be given to all Directors: the removal or election of Officers; the suspension of a Member's voting rights; amendments to the Bylaws; changes to the Co-op Contribution



Rate; or amendments to the Articles of Incorporation. Notice of any Annual or Special Meeting or of the purpose of any Special Meeting may be waived by an instrument in writing. Attendance of a Director at a meeting will constitute 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, the manner in which it has been called or convened, and of notice of the purpose of the meeting, except when a Director states, at the beginning of the meeting, any such objection or objections to the transaction of business. Any meeting of the Board of Directors may be held within the DMA at such place as may be determined by the person or persons calling the meeting.

6.5 Quorum. Except as otherwise provided to the contrary herein, including in this Section 6.5, all actions by the Directors must be taken at a meeting at which a quorum is established. Two-thirds of all votes entitled to be cast by the Eligible Directors, represented in person or by telephonic communication, constitute a quorum at any meeting of the Directors. Once a quorum is present to organize a meeting, the Eligible Directors present may continue to conduct all business on the meeting's agenda regardless of whether the quorum is maintained throughout the meeting. Only the Eligible Directors present, whether in person or by telephonic communication, when a vote is called will be eligible for that vote. The outcome of the vote will be calculated in accordance with Section 5.3c above.

6.6 Adjournment. Any meeting of the Directors may be adjourned by the Directors acting in accordance with Section 5.3c.

## ARTICLE 7 OFFICERS

7.1 Officers. The Directors of the Corporation will elect the following Officers: President, Vice President, Treasurer, and Secretary. These posts will, at all times, remain filled. Two or more offices may be held by the same person, provided that in no event will there be fewer than two persons functioning as Officers of the Corporation.

7.2 President. Unless otherwise specified by the Directors, the President will be the chief executive officer of the Corporation, and will have the responsibility for the general supervision of the business affairs of the Corporation. The President will preside at all meetings of the Co-op and discharge the duties of a presiding officer.

7.3 Secretary. The Secretary will keep minutes of all meetings of the Corporation and have charge of the minute books of the Corporation and will perform such other duties and have such other powers as may from time to time be delegated to him or her by the Board of Directors or the President.

7.4 Treasurer. The Treasurer will be charged with the management of the financial affairs of the Corporation and will perform such other duties and have such other powers as may from time to time be delegated to him or her by the Board of Directors or the President.

7.5 Vice President. In the absence or disability of the President, the Vice President will perform the duties and exercise the powers of the President. The Vice President will perform such other duties and have such other powers as may from time to time be delegated to him or her by the Board of Directors or the President.

7.6 Other Officers and Agents. The Board of Directors may appoint from time to time such agents as it may deem necessary or desirable, each of whom will hold office at the pleasure of the Board, and will have such authority and perform such duties as the Board of Directors may from time to time determine.

7.7 Election of Officers. The Officers of the Corporation will be elected at the Corporation's annual meeting by the Directors acting in accordance with Section 5.3c. The Officers will serve for a term of one year and until their successors are elected or until their earlier death, resignation, retirement or removal by the Directors. Officers may serve unlimited consecutive terms.

7.8 Vacancies. Any vacancy resulting from the death, resignation, retirement, relocation or reassignment of an Officer will be filled by a representative of the Member who employed such former Officer. Any vacancies resulting from the removal of an Officer pursuant to Section 7.9 will be filled by vote of the Board of Directors in accordance with Section 5.3c.

7.9 Removal of Officers and Agents. An Officer or agent of the Corporation may be removed by a simple majority of all votes entitled to be cast by the Eligible Directors whenever in their judgment the best interests of the

Corporation will be served by the removal. The removal will be without prejudice to the contract rights, if any, of the person removed. Any officer representing a Member who owes a financial obligation to AFL or to the Co-op that is outstanding more than thirty (30) days past its due date (e.g. Co-op dues remain unpaid for more than thirty (30) days after the tenth (10<sup>th</sup>) day of the month), will be automatically removed from office. The vacancy will be filled in accordance with the second sentence of Section 7.8 hereof, provided that the Officer must be a representative of a Member in good standing.

**ARTICLE 8  
MEMBERSHIP DUES**

8.1 Dues. Each Member pays dues to the Corporation as a percentage of the monthly Gross Sales for each Restaurant owned by such Member. The Member's dues are calculated in accordance with Section 8.2 below. Upon first joining the Co-op, the Member's Co-op membership letter will specify its initial dues. From time to time, the Co-op may change the Member's dues by increasing or reducing either the Co-op Contribution Rate or the Member Contribution Rate. Any change to the Member's dues is effective in the same month that the change is approved by the Directors and payable the following month.

8.2 Co-op Contribution Rate. The Directors will establish the Co-op Contribution Rate acting in accordance with Section 5.3c. The Co-op Contribution Rate is the rate from which all Member Contribution Rates are derived. In the event that the Directors do not approve a change in the Co-op Contribution Rate, the existing Co-op Contribution Rate will remain unchanged.

a. Member Contribution Rate. The Member Contribution Rate is the rate, calculated pursuant to the formula set forth in Sections 8.2 b - f below that the individual Member pays to the Co-op.

b. Base County Rate Participation Methodology for Local Spot TV. The Member Contribution Rate with respect to any Restaurant will be based on the percentage of broadcast television coverage (hereinafter "Audience Share") received by the county or portion thereof in which such Restaurant is located relative to the Audience Share received by the Base County of the DMA, as such percentages are reported by Nielsen. **Three (3) years of Audience Share is averaged to determine the current year's coverage for each County where an Arby's Restaurant is located. This method is termed as the 3-year Rolling Average. The 3-year Rolling Average methodology averages the Audience Share for the year the calculation is being completed, plus the two previous years for a total of three (3) Audience Share data points. This is done for all Counties where an Arby's Restaurant is present, including the Base County, as it has yet to be determined at this point. Once the 3-year Rolling Average is complete, the current contribution calculation process is followed moving forward.** For purposes of this Article 8, the "Base County" is defined as the county with the largest Audience Share in the DMA containing an Arby's Restaurant, provided that the county has at least 50 in-tabs. **The normal minimum sample size for the release of any station data is 50 in-tab diary households. In situations where county data is based solely on Local People Meter (LPM) samples, or a combination of LPM and diary samples, the minimum sample size required is dependent upon the number of measurements using each sample methodology. The following table shows the minimum sample size required in such cases.**

**Current LPM markets: New York City, Los Angeles, Chicago, San Francisco, Philadelphia, Washington DC, Atlanta, Dallas, Detroit, Boston**

<u>Number of Measurements Using LPM Samples</u>	<u>Number of Measurements Using Diary Samples</u>	<u>Minimum In-tab Household Sample Size</u>
0	4	50
1	3	50
2	2	35
3	1	26
4	0	18

The Corporation uses the Saturday through Sunday, 7 a.m. – 1 a.m. timeframe. The Audience Share accounted for by the public television stations will be deducted from the total of all Audience Shares in

order to calculate each county's Audience Share. The "Indexed Audience Share" for any Restaurant is the quotient, expressed as a percentage, obtained by dividing the Audience Share for the county or portion thereof in which such Restaurant is located divided by the Audience Share for the Base County. The table used to determine the Member Contribution Rate for a Restaurant, expressed as a percentage of the Co-op Contribution Rate, is as follows:

<u>Indexed Audience Share</u>	<u>% Participation in the Co-op Contribution Rate</u>
80 - 100%	100%
70 - 79.99%	75%
50 - 69.99%	50%
25 - 49.99%	33%
0 - 24.99%	0%

For example, in the chart below, the Co-op Contribution Rate is 5.00%. However, the Restaurants located in county "B" participate in 75% of the 5.00% Co-op Rate. Therefore, the Members in county B have a Member Contribution Rate of 3.75%.

<b>County</b>	<b>Audience Share</b>	<b>Indexed Audience Share</b>	<b>% Participation in Co-op Contribution Rate</b>	<b>Member Contribution Rate</b>
A*	75%	100%	100%	5.00%
B	59%	78%	75%	3.75%
C	42%	56%	50%	2.50%

\* Base County

c. Methodology for Cable. All Members in a Co-op which spends money on cable television advertising and on local spot television advertising will have a Member Contribution Rate equal to the weighted average of the Restaurant's contribution rate and the Full TV rate for the Co-op. To the extent reasonably practicable, purchases of cable television advertising should be designed to provide fair and equitable coverage for each Restaurant based on the Member Contribution Rate for each Restaurant. The weighted average should be calculated based on the percent of the total annual budget allocated to each medium. See the example in the Chart below:

Co-op Full TV Rate: 5.00% Co-op allocates 17% of their budget towards cable using the local Interconnect.

Because the Interconnect provides full coverage for all Restaurants within the Interconnect, contribution is at the Full TV Rate or 100%.

Calculate the weighted average for broadcast and cable as follows, based on the numbers above in the example:

- 1) Restaurant contribution rate multiplied by the amount of budget allocated towards broadcast to derive a percentage.
- 2) Full TV rate multiplied by the amount of budget allocated towards local cable to derive a percentage.
- 3) Add the percentages derived from the calculations above to yield a weighted average for the specific Restaurant.
- 4) Take a straight average of all Restaurant's contributions to obtain an Effective Rate for the Co-op.

- A)  $5.00\% \times 0.83\% = 4.15\% + 5.00\% \times 0.17\% = 0.85\% > (4.15\% + 0.85\% = 5.00\%)$
- B)  $3.75\% \times 0.83\% = 3.1125\% + 5.00\% \times 0.17\% = 0.85\% > (3.1125\% + 0.85\% = 3.96\%)$
- C)  $2.50\% \times 0.83\% = 2.075\% + 5.00\% \times 0.17\% = 0.85\% > (2.075\% + 0.85\% = 2.925\%)$

The overall effective rate for Restaurants in Counties A, B and C is 3.96%. As changes to the cable allocation are made throughout the year, the weighted average for each Restaurant would need to be adjusted accordingly on a monthly basis to compensate for the change.

d. Methodology for Radio Only. All Members in a radio-only Co-op contribute 100% of the Co-op Contribution Rate. Radio advertising should be purchased to benefit the DMA as a whole. To the extent reasonably practicable, counties with radio coverage below the metro average, as computed by Arbitron, Inc., should be supplemented with outlying radio advertising in order to provide fair and equitable coverage for each Restaurant based on the Member Contribution Rate for each Restaurant.

e. Methodology for Print. Print advertising costs will be budgeted separately, as determined by a specific plan providing optimal household coverage of each Member's trade area, in order to get fair and equitable coverage for each Restaurant based on the Member Contribution Rate for each Restaurant.

f. Methodology for Blended Markets (Multiple Media Types). Television advertising is the preferred medium for the Co-op. The Member Contribution Rates will be determined by the methodology described in either Section 8.2 b. or Section 8.2 c., dependent upon whether the Co-op spends more money on local spot television advertising or cable television advertising. Where local spot television and cable television purchases are equal, all Members will calculate a weighted average between the amount of dollars allocated towards broadcast and cable (refer to section 8.2c.). To the extent reasonably practicable, cable television advertising should be purchased in order to provide fair and equitable coverage for each Restaurant based on the Member Contribution Rate for each Restaurant. Outlying Restaurants that reside outside of an interconnect, requiring the purchase of soft systems, should be purchased to, or as close as possible to the Restaurant's broadcast contribution rate.

Where the Co-op purchases both television and radio advertising, the television advertising will always be the dominant medium. Radio advertising should be purchased to benefit the DMA as a whole. To the extent reasonably practicable, counties with radio coverage below the metro average, as computed by Arbitron, Inc., should be supplemented with outlying radio and/or print advertising in order to provide fair and equitable coverage for each Restaurant based on the Member Contribution Rate for each Restaurant.

g. Exclusive Remedy. In the event that any Member believes that one or more of its Restaurants has not received fair and equitable coverage, as contemplated by Sections 8.2c., 8.2d., 8.2e. or 8.2f., hereof, such Member's exclusive remedy will be to seek review by the Co-op Review Committee established pursuant to the Co-op Guidelines.

8.3 Use of Funds. The Corporation's funds may be used for any of the following expenditures, subject to approval by the Directors in accordance with Section 5.3c:

- a. Television (cable and non-cable)
- b. Print Advertising
- c. Radio Advertising
- d. Creative Production Costs
- e. Tapes, Shipping and Residuals to Television
- f. Meeting and Administrative Costs

8.4 Other Expenditures. The Eligible Directors, by unanimous approval of the Eligible Directors present at the time of the vote, may agree to make special contributions or use existing funds for other advertising and promotional purposes.

8.5 Accounting and Budget. The Corporation will employ an independent accountant to keep its books and to prepare its monthly, quarterly and annual reports. The Corporation's Treasurer will prepare or cause to be prepared an annual budget reflecting estimated contributions and expenditures for each fiscal year for approval by the Directors prior to each fiscal year. A complete accounting for the placement and payment of advertising and related expenses and collection and disbursement of contributions will be prepared by the Co-op's accountant and provided to each Member by the Treasurer on a quarterly basis within thirty (30) days of the end of each quarter in the Corporation's fiscal year. Any contributions made during the fiscal year which have not been spent will automatically roll forward as additional funds to be spent within the next year's budget unless the Eligible Directors, acting in accordance with Section 5.3c., approve another means to expend the funds. In the event that the Co-op derives revenue from any source other than dues contributions (such as interest on balances held in the Co-op's bank accounts or rebates from suppliers), the Co-op will expend all such revenue solely for the purposes set forth in Section 8.3 hereof. Such revenue will be expended prior to the expenditure of dues contributions.

8.6 Payment of Dues. Payments of dues are due and payable on the **tenth (10)** day of the month for the previous month's sales. Checks should be made payable to the \_\_\_\_\_ Advertising Co-op and mailed to the acting accounting firm. The Member will simultaneously submit with its dues payment a copy of the statement of gross sales furnished by the Member to AFL.

a. Grace Period. When a Member opens a new Restaurant in the DMA, it will be exempt from paying dues for that Restaurant only during the first sixty (60) days after the Restaurant's opening. (The monies from the initial sales that otherwise would be paid to the Co-op as dues will otherwise be used as part of a Grand Opening Promotion fund for the Restaurant.) The liability for dues payments begins on the 61st day of operation. This sixty (60) day grace period does not apply to a Member assuming liability for an existing Restaurant as a result of a transfer, provided, however, that in the event a Restaurant is closed at the time of transfer, the sixty (60) day grace period will be available to the transferee if the transferee executes a Grand Opening Promotion in connection with the reopening of the transferred Restaurant.

8.7 Enforcement of Dues. The Corporation may enforce the collection of any Member's outstanding dues or late fees or assessments by legal action, including enforcement against any guarantor of a Member, and/or without limitation, an action for specific performance. Any legal fees, court costs or other reasonable costs of collection incurred by the Corporation will be paid by the non-prevailing party in any action.

8.8 Late Fee. Late payments will be assessed a late fee equal to \$100 per Restaurant for each month that a payment is late. A payment is considered late on the first day of the month following the month in which it is due.

8.9 Audit. The Co-op may, at any time, have an independent accountant, certified public accountant or certified auditor examine and audit all pertinent books and records of a Member for the purpose of determining the accuracy of the information contained in the Member's statements of Gross Sales. The expense of such audits will be paid by the Corporation unless the audit reveals an understatement of Gross Sales by the Member of three percent (3%) or more, in which case the Member will pay promptly the dues owing to the Corporation and the cost of the audit. If an overpayment has been made, a credit will be given to the Member.

8.10 Provisions for Reimbursement. The Co-op may by resolution of the Directors acting in accordance with Section 5.3c., provide for reimbursements to Members for purposes consistent with the purposes of this Corporation.

8.11 Special Assessments. In the event that at any time, the Co-op is unable to meet its financial obligations as they become due, the Board of Directors, acting in accordance with Section 5.3c., may authorize a special assessment against all Members in order to enable the Co-op to meet such obligations. Any such special assessment will be shared by the Members in proportion to their Member Contribution Rates. For example, a Member with a Member Contribution Rate of 5% will pay twice as much of the assessment as a Member with a 2.5% Member Contribution Rate.

## ARTICLE 9 MISCELLANEOUS

9.1 Contracts. The Co-op may authorize any Officer or Officers, agent or agents of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation and such authority may be general or confined to specific instances.

9.2 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation must be approved by the Secretary/Treasurer and signed by at least one Officer or agent of the Corporation in any manner that from time to time may be determined by resolution of the Directors.

9.3 Deposits. All funds of the Corporation will be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Co-op may select.

9.4 Advertising Agencies or Media Buying Service. The Co-op must engage the services of an independent advertising agency or media buying service for the placement of the Corporation's advertising on behalf of the Members as determined by the Directors acting in accordance with Section 5.3c.

9.5 Policies, Procedures and Marketing Guidelines. The Co-op may, from time to time, establish certain Policies, Procedures and Marketing Guidelines with respect to the operations of the Corporation. These Policies, Procedures and Marketing Guidelines will be distributed to each Member and will be binding on each Member with regard to all matters relating to the operations of the Corporation.

9.6 No Corporate Seal. The Corporation will not have a corporate seal.

#### ARTICLE 10 BOOKS AND RECORDS

10.1 Corporate Records. The Corporation will keep correct and complete books and records of accounts and will also keep minutes of the meetings of the Board of Directors and any committees thereof, and will keep at its principal office a record giving the names and addresses of the Members in good standing. All books and records of the Corporation may be inspected by any Member, or its agent or attorney, for any proper purpose during regular business hours upon reasonable advance notice.

#### ARTICLE 11 FISCAL YEAR

11.1 The Corporation's fiscal year will be the calendar year.

#### ARTICLE 12 AMENDMENT

12.1 The Bylaws of the Corporation may be altered, amended or repealed and new Bylaws may be adopted by a vote of not less than a two-thirds of the votes entitled to be cast by the Eligible Directors present at the time of the vote at any meeting of the Directors, provided however, that the Bylaws may be so altered, amended or repealed, and new Bylaws adopted only if notice of the intention to alter, amend, repeal or adopt new Bylaws and the general nature of the proposed change in the Bylaws will have been given to all Members in a notice of the meeting at least ten (10) days prior to such meeting. Such notices will be issued either by hand, first class mail, expedited mail, email, or facsimile.

#### ARTICLE 13 INDEMNIFICATION OF OFFICERS AND INSURANCE

13.1 Generally. The Corporation will indemnify and hold harmless each person who will serve at any time hereafter as a Director, Officer, employee or agent of the Corporation (including the heirs, executors, administrators or estate of such person) from and against any and all claims and liabilities to which such person will become subject by reason of his or her having heretofore or hereafter been a Director, Officer, employee or agent of the Corporation, or by reason of any action alleged to have been heretofore or hereafter taken or omitted by him or her as such Director, Officer, employee or agent to the full extent permitted under applicable law of the state of incorporation of the Corporation, and will reimburse such person for all legal and other expenses reasonably incurred by him or her in connection with any such claim or liability; provided, however, that no such person will be indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of any appropriation of any business opportunity of the Corporation, any act or omission not in good faith or which involved intentional misconduct or a knowing violation of law, or any transaction from which he or she derived an improper personal benefit.

13.2 Rights Not Exclusive. The rights accruing to any person under the foregoing provisions of this Article will not exclude any other right to which he or she may be lawfully entitled, nor will anything herein contained restrict the right of the Corporation to indemnify or reimburse such person in any proper case even though not specifically herein provided for. The Corporation, its Directors, Officers, employees, and agents will be fully protected in taking any action or making any payment under this Article 13 or in refusing to do so in reliance upon the advice of counsel to the Corporation.

13.3 Insurance. To the extent permitted by applicable law of the state of incorporation of the Corporation, the Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, trustee, or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, Officer, employee, trustee or agent of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust or other enterprise.

**EXHIBIT E**

**NON-TRADITIONAL AMENDMENT TO LICENSE AGREEMENT**



**Exhibit E**

**Site:** \_\_\_\_\_

**NON-TRADITIONAL AMENDMENT TO LICENSE AGREEMENT**

This Non-Traditional Amendment to License Agreement (“Amendment”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Arby’s Franchisor, LLC (“Arby’s”), a Delaware limited liability company and \_\_\_\_\_, a(n) \_\_\_\_\_ individual/ corporation/ partnership (“Licensee”).

**WITNESSETH:**

WHEREAS, Licensee and Arby’s entered into Arby’s Franchisor, LLC License Agreement (the “License Agreement”) in connection with the operation of the Licensed Business at the airport, stadium, arena, military base, hospital, toll road plaza, theme/amusement park, casino or college/university as the case may be (such location hereinafter being referred to as the “Host”) identified on Exhibit A attached to the License Agreement; and

WHEREAS, Arby’s and Licensee desire to modify the License Agreement upon the terms and conditions as indicated below.

NOW, THEREFORE, for good and valuable consideration, which each of the parties acknowledges has been received and is sufficient to create a binding contract, Arby’s and Licensee agree as follows:

All capitalized terms used and not otherwise defined in this Amendment shall have the meanings ascribed to them in the License Agreement unless the context otherwise requires. Unless otherwise specified, the provisions contained in this Amendment shall replace the corresponding provisions in the License Agreement in their entirety.

1. Article 1:1:3 LICENSED PRODUCTS.

Use the Trademarks in the Licensed Business only on or in connection with the sale of those food and non-alcoholic beverage products designated in the Manual as being included in Arby’s standard menu or as otherwise designated in writing by Arby’s in its sole judgment and meeting the specifications and quality standards set forth in the Manual or such other written designation by Arby’s (the “Licensed Products”) except when the Host expressly prohibits same; and

2. Article 3:1 MONTHLY ROYALTY FEE PAYMENT

From the date of opening of the Licensed Business, Licensee shall pay Arby’s a royalty fee (which includes the advertising and marketing service fee set forth in Article 10:2:2 below) equal to the percentage of Licensee’s Gross Sales (as defined in Article 3:1:3) from the operation of the Licensed Business set forth in Exhibit A. This fee attributable to Gross Sales each month shall be due and received by Arby’s on or before the tenth (10<sup>th</sup>) day of the following month without notice from Arby’s. If the Licensed Business first opens for business on any day other than the first day of a month, the first partial month shall be due in accordance with the foregoing.

## Exhibit E

Site: \_\_\_\_\_

3. The first sentence of Article 4:1:1 CONFORM TO MANUAL is hereby deleted in its entirety and the following inserted in lieu thereof:

Licensee will operate and maintain the Licensed Business in strict compliance with the Manual, except where Licensee is expressly forbidden by the Host.

4. Article 5:1 SIGN STANDARDS.

Licensee shall use only such exterior and interior signs, including any and all replacements thereof, that comply with and satisfy the requirements of the Manual and the Host's requirements.

5. The last two sentences of Article 5:3 REMODELING AND REPLACEMENT are hereby deleted in their entirety and the following inserted in lieu thereof:

Prior to the commencement of such repair or remodeling, Licensee shall submit to Arby's and the Host proposed plans and specifications therefor, including any variances required by building and zoning codes. Licensee shall not undertake such repairs or remodeling until Arby's and the Host have approved in writing the proposed plans and specifications as satisfactory to cure the deficiency.

6. Articles 10:2 REQUIRED ADVERTISING EXPENDITURES and 10:2:1 LOCAL COOPERATIVE AREA ADVERTISING shall be deleted in their entirety.

7. Article 10:2:2 ADVERTISING AND MARKETING SERVICE FEE.

Included in Licensee's monthly royalty fee payment required in Article 3:1 above is an amount of Licensee's monthly Gross Sales of not less than one and two tenths percent (1.2%) or such other rate as may be specified by Arby's from time to time as permitted herein, designated as an advertising and marketing service fee ("Advertising and Marketing Service Fee").

The Advertising and Marketing Service Fee shall be used to develop and prepare advertising materials, to undertake marketing research, to purchase national advertising media of all types, to develop social media/networking programs, to pay the commissions, fees and expenses of advertising and marketing agencies and consultants, to pay talent and talent residuals, to provide other marketing and non-marketing services, and to pay all fees and expenses incurred in connection therewith.

8. Article 10:4 USE OF PHOTOGRAPHS.

Arby's shall have the right to take and use photographs of Licensee's facilities in any of Arby's publicity or advertising, without charge therefor, and Licensee shall

## Exhibit E

Site: \_\_\_\_\_

cooperate in obtaining such photographs and the consent of any persons photographed, unless expressly prohibited by the Host.

9. Article 13:1 COVENANT NOT TO COMPETE.

Licensee covenants that, during the term of this License Agreement, and also for a period of twelve (12) months after termination of this License Agreement for any reason, and in addition to and not as a limitation of any other restriction upon Licensee contained herein, neither Licensee, nor any Guarantor, nor any general partner of Licensee if Licensee is a partnership, nor any shareholder, limited partner, member or other equity owner holding at least a fifteen percent (15.0%) interest in Licensee, shall, without prior written permission of Arby's, either directly or indirectly, for himself or on behalf of or in conjunction with any other person or entity, engage or be engaged in any capacity in, operate, manage or have a fifteen percent (15.0%) or greater interest in any business offering roast beef sandwiches for sale to consumers within the Host.

10. Section D of Article 14:2 OPTION TO OBTAIN SUCCESSOR LICENSE AGREEMENT is hereby deleted in its entirety and the following inserted in lieu thereof:

Licensee shall have tendered to Arby's 180 days prior to the expiration date of this License Agreement, an administrative fee equal to the then applicable standard Non-Traditional License Fee (excluding the impact of any discounts or promotions, including any development incentive programs, that may be available).

11. The last sentence of Article 15:3 TERMINATION OF RIGHTS is hereby deleted in its entirety and the following inserted in lieu thereof:

In the event Licensee fails or refuses to comply with the requirements of this Article 15:3, Arby's will have the right to enter upon the Licensed Premises, upon receiving the Host's consent, without being guilty of trespass or any other tort, and without liability to Licensee, Host, landlord, or any third party, for the purpose of making or causing to be made such changes as may be required to comply with this Article, at the expense of Licensee, which expense Licensee agrees to pay upon demand.

12. Article 16:5 CASUALTY OR LOSS.

Notwithstanding any other provisions herein to the contrary, Licensee shall have the right to transfer this License Agreement from the Licensed Premises to a new location in the event the Licensed Premises shall be rendered inoperable by any casualty, or the Licensed Premises shall be taken in condemnation or by eminent domain, or the principal highway access to the Licensed Premises shall be terminated or so changed as to substantially reduce access to the Licensed Premises, or the Host requires such relocation, provided Licensee notified Arby's

**Exhibit E**

**Site:** \_\_\_\_\_

thereof within thirty (30) calendar days of the occurrence of any of the foregoing events, Licensee obtains a new location for the Licensed Business within twelve (12) months of such occurrence, such new location is approved in writing in advance by Arby's, and Licensee removes the Trademarks or other indicia, trade dress, or distinguishing features of an Arby's Restaurant, and all signage so that the abandoned premises do not resemble an Arby's Restaurant.

13. Exhibit G is hereby deleted in its entirety.

Except as expressly modified herein, all of the terms, provisions and conditions of the License Agreement are and shall remain in full force and effect.

IN WITNESS WHEREOF, Arby's and Licensee have executed this Amendment to License Agreement effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ARBY'S FRANCHISOR, LLC**

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

**LICENSEE**

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

Name:

Title:

**UNIT #**\_\_\_\_\_

**EXHIBIT F**  
**STATE-SPECIFIC ADDENDA TO**  
**FRANCHISE DISCLOSURE DOCUMENT AND LICENSE AGREEMENT**

**STATE-SPECIFIC ADDENDA  
TO ARBY'S FRANCHISOR, LLC  
FRANCHISE DISCLOSURE DOCUMENT**

**MARYLAND  
MINNESOTA  
NORTH DAKOTA  
ASSURANCE OF DISCONTINUANCE**

**STATE OF MARYLAND**  
**ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT**

1. The following language is added to the end of the “Summary” sections of Item 17(c), entitled Requirements for franchisee to renew or extend, and Item 17(m), entitled Conditions for franchisor approval of transfer:

“Any release required as a condition of renewal and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.”

2. The following language is added to the end of the “Summary” section of Item 17(h), entitled “Cause” defined – non-curable defaults:

“Termination upon insolvency might not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.), but we will enforce it to the extent enforceable.”

3. The following language is added to the end of the “Summary” section of Item 17(v), entitled Choice of forum:

“Franchisee may, subject to any arbitration obligations, bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law to the extent required by the Maryland Franchise Registration and Disclosure Law, unless preempted by the Federal Arbitration Act.”

4. The following language is added to the end of the “Summary” section of Item 17(w), entitled Choice of law:

“; however, to the extent required by the Maryland Franchise Registration and Disclosure Law, subject to your arbitration obligation, you may bring an action in Maryland.”

5. The following language is added to the end of the chart in Item 17:

“You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the grant of the franchise.”

**STATE OF MINNESOTA  
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT**

1. Cover Page, is amended by the following language:

“Minnesota Statutes 1984, Chapter 80C.21 and Minnesota Rule 2860.4400D prohibits Arby’s from requiring you to assent to a general release. In addition, nothing in the 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.

Also, Minnesota Rule 2860.4400J prohibits us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the offering 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.”

2. Item 13, entitled Trademarks is amended by the addition of the following language:

“The State of Minnesota considers it unfair to not protect the franchisee’s rights to use the trademarks. Therefore, in accordance with Minnesota Stat. §80C.12, Subd. 1(g), Arby’s will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.”

3. Item 17, entitled Renewal, Termination, Transfer and Dispute Resolution is hereby amended by the addition of the following language:

“Minnesota Law provides franchisees with certain Termination and non-renewal rights. Minnesota Stat. §80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given a ninety (90) day notice of termination (with sixty [60] days to cure) and one hundred eighty (180) days’ notice for non-renewal of the License Agreement.”

4. Item 17, entitled Renewal, Termination, Transfer and Dispute Resolution is hereby amended by the addition of the following language to the original language that appears here:

“Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a general release. In addition, nothing in the Disclosure Document or agreements can abrogate or reduce any of your rights as provided in Minnesota Rule 2860.440D, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.”



**STATE OF NORTH DAKOTA**  
**ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT**

1. Arby's Franchisor, LLC has been advised that the Securities Commissioner of the State of North Dakota has concluded the following to be unfair, unjust or inequitable to North Dakota franchisees, according to Section 51-19-09 of the North Dakota Franchise Investment Law (N.D.C.C.):
  - A) Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without also disclosing that such covenants will be subject to this statute.
  - B) Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.
  - C) Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside North Dakota.
  - D) Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
  - E) Applicable Laws: Franchise Agreements which specify that they are to be governed by the laws of the state other than North Dakota.
  - F) Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.
  - G) Waiver of Exemplary & Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.
  - H) General Release upon renewal of license agreement.
  - I) Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

Consequently, to the extent required by applicable North Dakota law, any references contained in this Disclosure Document to the above items, shall not in any way abrogate or reduce any rights of the franchisee as provided for in the N.D.C.C. Section 51-19-09.

**ASSURANCE OF DISCONTINUANCE  
STATE OF WASHINGTON**

To resolve an investigation by the Washington Attorney General and without admitting any liability, we have entered into an Assurance of Discontinuance (“AOD”) with the State of Washington, where we have agreed to remove from our form franchise agreement a provision which restricts a franchisee from soliciting and/or hiring the employees of our other franchisees, which the Attorney General alleges violates Washington state and federal antitrust and unfair practices laws. We have agreed, as part of the AOD, to not enforce any such provisions in any existing franchise agreement, to request that our Washington franchisees amend their existing franchise agreements to remove such provisions, and to notify our franchisees about the entry of the AOD. In addition, the State of Washington did not assess any fines or other monetary penalties against us.

**STATE-SPECIFIC RIDERS TO LICENSE AGREEMENT**

**EXHIBIT F**

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE  
STATE-SPECIFIC RIDERS  
TO THE LICENSE AGREEMENT**

**RIDER TO THE ARBY'S FRANCHISOR, LLC**  
**LICENSE AGREEMENT**  
**FOR USE IN MARYLAND**

This Rider is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between **ARBY'S FRANCHISOR, LLC**, a Delaware limited liability company ("**Arby's**"), and \_\_\_\_\_ ("**Licensee**").

1. **BACKGROUND.** Arby's and Licensee are parties to that certain License Agreement dated \_\_\_\_\_, \_\_\_\_\_ that has been signed concurrently with the signing of this Rider (the "**License Agreement**"). This Rider is annexed to and forms part of the License Agreement. This Rider is being signed because (a) Licensee is a resident of Maryland, or (b) the Arby's Restaurant will be located or operated in Maryland.

2. **RELEASES ON ASSIGNMENT AND/OR RENEWAL.** The following language is added to the end of Article 14:2:E and Article 16:2(v) of the License Agreement:

; provided, however, that such general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. **GOVERNING LAW.** The following language is added to the end of Article 21:2 of the License Agreement:

However, to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

4. **CHOICE OF FORUM.** The following sentence is added to the end of Article 21:3 of the License Agreement:

Licensee may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law to the extent required by the Maryland Franchise Registration and Disclosure Law.

5. **ACKNOWLEDGMENTS.** The following is added as a new Article 21:13 of the License Agreement:

All representations requiring Licensee to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

[Signature page follows]

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider effective on the date stated on the first page above.

**ARBY'S FRANCHISOR, LLC**

**LICENSEE**

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

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

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

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

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

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

**RIDER TO THE ARBY'S FRANCHISOR, LLC**  
**LICENSE AGREEMENT**  
**FOR USE IN MINNESOTA**

This Rider is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between **ARBY'S FRANCHISOR, LLC**, a Delaware limited liability company ("**Arby's**"), and \_\_\_\_\_ ("**Licensee**").

1. **BACKGROUND.** Arby's and Licensee are parties to that certain License Agreement dated \_\_\_\_\_, \_\_\_\_\_ that has been signed concurrently with the signing of this Rider (the "**License Agreement**"). This Rider is annexed to and forms part of the License Agreement. This Rider is being signed because (a) the Arby's® Restaurant that Licensee will operate under the License Agreement will be located in Minnesota and/or (b) any of the franchise offering or sales activity occurred in Minnesota.

2. **USE OF TRADEMARKS.** The following is added as a new Article 11:5 of the License Agreement:

The State of Minnesota considers it unfair to not protect Licensee's rights to use the trademarks. Therefore, in accordance with Minnesota Stat. §80C.12, Subd. 1(g), Arby's will protect Licensee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify Licensee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

3. **INJUNCTIVE RELIEF.** The following language is added to the end of Article 13.3 and Article 15.4 of the License Agreement:

Notwithstanding the foregoing, Arby's may seek, but is not necessarily entitled to injunctive relief.

4. **RELEASES ON ASSIGNMENT AND/OR RENEWAL.** The following language is added to the end of Article 14:2:E and Article 16:2(v) of the License Agreement:

, provided, however, that any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

5. **TERMINATION OF LICENSE AGREEMENT.** The following language is added to the License Agreement as a new Article 15:1:7:

Minnesota law provides Licensee with certain termination and non-renewal rights. With respect to franchises governed by Minnesota law, Arby's will comply with Minn. Stat. Section 80C.14, subds, 3, 4 and 5 which require, except in certain specified cases, that Licensee be given ninety (90) days' notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days' notice for non-renewal of the applicable agreement.

6. **GOVERNING LAW.** The following language is added to the end of Article 21:2 of the License Agreement:

ARBY'S – EXHIBIT F  
STATE PAGES

Nothing in this Agreement will abrogate or reduce any of Licensee's rights under Minnesota Statutes Chapter 80C or Licensee's right to any procedure, forum or remedies that the laws of the jurisdiction provide.

7. **CHOICE OF FORUM.** The following sentence is added to the end of Article 21:3 of the License Agreement:

Notwithstanding the foregoing, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibits Arby's, except in certain specified cases, from requiring litigation to be conducted outside of Minnesota. Nothing in this Agreement will abrogate or reduce any of Licensee's rights under Minnesota statutes Chapter 80C or Licensee's rights to any procedure, forum or remedies that the laws of the jurisdiction provide.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider effective on the date stated on the first page above.

**ARBY'S FRANCHISOR, LLC**

**LICENSEE**

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

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

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

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

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

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



**RIDER TO THE ARBY'S FRANCHISOR, LLC**

**LICENSE AGREEMENT**

**FOR USE IN NORTH DAKOTA**

This Rider is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between **ARBY'S FRANCHISOR, LLC**, a Delaware limited liability company ("**Arby's**"), and \_\_\_\_\_ ("**Licensee**").

1. **BACKGROUND.** Arby's and Licensee are parties to that certain License Agreement dated \_\_\_\_\_, \_\_\_\_\_ that has been signed concurrently with the signing of this Rider (the "**License Agreement**"). This Rider is annexed to and forms part of the License Agreement. This Rider is being signed because (a) Licensee are a resident of North Dakota and the Arby's® Restaurant that Licensee will operate under the License Agreement will be located or operated in North Dakota and/or (b) any of the franchise offering or sales activity occurred in North Dakota.

2. **RELEASES.** The following language is added to the end of Article 14:2:E and Section 16:2(v) of the License Agreement:

, provided, however, that any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

3. **COVENANT NOT TO COMPETE.** Article 13:1 of the License Agreement is amended by adding the following:

Post-term covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. However, Licensee and Arby's acknowledge and agree to enforce these provisions to the extent allowed under the law.

4. **GOVERNING LAW.** Article 21:2 of the License Agreement is amended to read as follows:

**NOTWITHSTANDING THE FOREGOING, TO THE EXTENT REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, NORTH DAKOTA LAW WILL APPLY TO THIS AGREEMENT.**

5. **CHOICE OF FORUM.** Article 21:3 of the License Agreement is amended to read as follows:

**HOWEVER, TO THE EXTENT REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, LICENSEE MAY BRING AN ACTION IN NORTH DAKOTA.**

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the date stated on the first page above.

**ARBY'S FRANCHISOR, LLC**

**LICENSEE**

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

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

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

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

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

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

**EXHIBIT G**  
**GENERAL RELEASE**

## EXHIBIT G

### GENERAL RELEASE

**\*\*For use in all states except where expressly prohibited by applicable law.**

Intending to be legally bound, and in consideration of Arby's Franchisor, LLC's \_\_\_\_\_ granted to \_\_\_\_\_, and other good and valuable consideration, **receipt of which is hereby acknowledged**, \_\_\_\_\_, individually, for himself and as \_\_\_\_\_ and on behalf of \_\_\_\_\_ ("Licensee"), and their respective predecessors in interest, subsidiaries, divisions, owners, officers, directors, employees, agents, representatives, guarantors, successors, heirs and assigns ("Releasors"), do hereby remise, release and forever discharge Arby's Franchisor, LLC, its affiliates, and its and their current and former parents, subsidiaries, affiliates, owners, officers, directors, employees, attorneys, agents and representatives, and all of the respective heirs, executors, administrators, successors and assigns of each of them ("Releasees"), from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity against the Releasees, that any of the Releasors ever had, now have or hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this Release (the "Released Claims").

**For California Only:** The parties acknowledge that they are familiar with the provisions of California Civil Code Section 1542 which reads as follows:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

The undersigned, for themselves and each of the other Releasors, hereby waives and relinquishes every right or benefit which he, she, or it has under Section 1542 of the Civil Code of the State of California, and any similar statute under any other law or regulation, to the fullest extent that he, she, or it may lawfully waive such right or benefit. In connection with this waiver and relinquishment, with respect to the Released Claims, the undersigned, for themselves and each of the other Releasors, acknowledges that he, she, or it may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of this release, but that it is the Releasors' intention, fully, finally and forever to settle and release all such Released Claims, known or unknown, suspected or unsuspected, which now exist, may exist or did exist, and, in furtherance of such intention, the releases given under this Release shall be and remain in effect as full and complete releases, notwithstanding the discovery or existence of any such additional or different facts.

This Release may not be changed orally.

*[Signature Page Follows]*

**EXHIBIT G**

IN WITNESS WHEREOF, the RELEASOR has hereunto set RELEASOR'S hand and seal on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_.

In presence of:

LICENSEE

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

Name:

Title:

\_\_\_\_\_  
Name, INDIVIDUALLY

**EXHIBIT H**  
**STATE ADMINISTRATORS**

**Exhibit H  
STATE ADMINISTRATORS**

**AGENCIES/AGENTS FOR SERVICE OF PROCESS**

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process.

There also may be additional agents appointed in some of the states listed.

**CALIFORNIA**

Commissioner of the Department  
of Financial Protection & Innovation:  
Toll Free: 1 (866) 275-2677

***Los Angeles***

Suite 750  
320 West 4<sup>th</sup> Street  
Los Angeles, California 90013-2344  
(213) 576-7500

***Sacramento***

2101 Arena Boulevard  
Sacramento, California 95834  
(866) 275-2677

***San Diego***

1455 Frazee Road, Suite 315  
San Diego, California 92108  
(619) 525-4233

***San Francisco***

One Sansome Street, Suite 600  
San Francisco, California 94105-2980  
(415) 972-8559

**HAWAII**

(for service of process)

Commissioner of Securities  
Business Registration Division  
Department of Commerce  
and Consumer Affairs  
335 Merchant Street, Room 205  
Honolulu, Hawaii 96813  
(808) 586-2722

(for other matters)

Commissioner of Securities  
Business Registration Division  
Department of Commerce  
and Consumer Affairs  
335 Merchant Street, Room 205  
Honolulu, Hawaii 96813  
(808) 586-2722

**ILLINOIS**

Illinois Attorney General  
500 South Second Street  
Springfield, Illinois 62706  
(217) 782-4465

**INDIANA**

(for service of process)

Indiana Secretary of State  
201 State House  
200 West Washington Street  
Indianapolis, Indiana 46204  
(317) 232-6531

(state agency)

Indiana Secretary of State  
Securities Division  
Room E-111  
302 West Washington Street  
Indianapolis, Indiana 46204  
(317)232-6681

**MARYLAND**

(state agency)

Office of the Attorney General-  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202-2021  
(410) 576-6360

(for service of process)

Maryland Securities Commissioner  
at the Office of Attorney General-  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202-2021  
(410) 576-6360

**MICHIGAN**

Corporations Division  
Franchise  
P.O. Box 30054  
Lansing, Michigan 48909  
(517) 335-7567

**MINNESOTA**

Commissioner of Commerce  
Department of Commerce  
85 7<sup>th</sup> Place East, Suite 280  
St. Paul, Minnesota 55101  
(651) 539-1600

**NEW YORK**

(Administrator)

NYS Department of Law  
Investor Protection Bureau  
28 Liberty Street, 21<sup>st</sup> Floor  
New York, New York 10005  
(212) 416-8236 (Phone)

(Agent for Service)

Attention: New York Secretary of State  
New York Department of State  
One Commerce Plaza,  
99 Washington Avenue, 6<sup>th</sup> Floor  
Albany, New York 12231-0001  
(518) 473-2492

**NORTH DAKOTA**

(state agency)

North Dakota Securities Department  
600 East Boulevard Avenue State Capitol  
Fifth Floor Dept 414  
Bismarck, North Dakota 58505-0510  
(701) 328-4712

(for service of process)

Securities Commissioner  
600 East Boulevard Avenue State Capitol  
Fifth Floor Dept 414  
Bismarck, North Dakota 58505-0510  
(701) 328-4712



**OREGON**

Oregon Division of Finance and Corporate Securities  
350 Winter Street NE, Room 410  
Salem, Oregon 97301-3881  
(503) 378-4387

**RHODE ISLAND**

Securities Division  
Department of Business Regulations  
1511 Pontiac Avenue  
John O. Pastore Complex-Building 69-1  
Cranston, Rhode Island 02920  
(401) 462-9500

**SOUTH DAKOTA**

Division of Insurance  
Securities Regulation  
124 S. Euclid, Suite 104  
Pierre, South Dakota 57501  
(605) 773-3563

**VIRGINIA**

(for service of process)

Clerk, State Corporation Commission  
1300 East Main Street  
First Floor  
Richmond, Virginia 23219  
(804) 371-9733

(for other matters)

State Corporation Commission  
Division of Securities and Retail Franchising  
1300 East Main Street  
Ninth Floor  
Richmond, Virginia 23219  
(804) 371-9051

**WASHINGTON**

(for service of process)

Director Department of Financial Institutions  
Securities Division  
150 Israel Road SW  
Tumwater, Washington 98501  
(360) 902-8760

(for other matters)

Department of Financial Institutions  
Securities Division  
P. O. Box 9033  
Olympia, Washington 98501-9033  
(360) 902-8760

**WISCONSIN**

Division of Securities  
Department of Financial Institutions  
4822 Madison Yards Way, North Tower  
Madison, Wisconsin 53705  
(608) 266-9555

**EXHIBIT I**

**AGENTS FOR SERVICE OF PROCESS**

**EXHIBIT I  
REGISTERED AGENTS**

**ALABAMA**

CSC-Lawyers Incorporating  
Service Incorporated  
150 South Perry Street  
Montgomery, AL 36104

**ALASKA**

Corporation Service Company  
9360 Glacier Highway, Suite 202  
Juneau, AK 99801

**ARIZONA**

Corporation Service Company  
2338 W. Royal Palm Road, Suite J  
Phoenix, AZ 85021

**ARKANSAS**

Corporation Service Company  
300 Spring Building, Suite 900  
Little Rock, AR 72201

**CALIFORNIA (2)**

Commissioner of Financial Protection  
& Innovation  
California Department of Financial  
Protection & Innovation  
320 West 4<sup>th</sup> Street, Suite 750  
Los Angeles, CA 90013-2344

**and**

Corporation Service Company d/b/a  
CSC-Lawyers Incorporating Service  
2730 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833

**COLORADO**

Corporation Service Company  
1560 Broadway, Suite 2090  
Denver, CO 80202

**CONNECTICUT**

Corporation Service Company  
50 Weston Street  
Hartford, CT 06120-1537

**DELAWARE**

Corporation Service Company  
2711 Centerville Road, Suite 400  
Wilmington, DE 19808

**DISTRICT OF COLUMBIA**

Corporation Service Company  
1090 Vermont Avenue N.W.  
Washington, DC 20005

**FLORIDA**

Corporation Service Company  
1201 Hays Street  
Tallahassee, FL 32301

**GEORGIA**

Corporation Service Company  
40 Technology Pkwy South, #300  
Norcross, GA 30092

**HAWAII (2)**

Arby's - Exhibit I  
Registered Agents  
EAST\189449035.2

Commissioner of Securities of the  
State of Hawaii  
Department of Commerce  
and Consumer Affairs  
Business Registration Division  
Securities Compliance Branch  
335 Merchant Street, Room 203  
Honolulu, HI 96813

**and**

CSC Services of Hawaii, Inc.  
1003 Bishop Street  
Suite 1600, Pauahi Tower  
Honolulu, HI 96813

**IDAHO**

Corporation Service Company  
1401 Shoreline Drive, Suite 2  
Boise, ID 83702

**ILLINOIS (2)**

Illinois Attorney General  
500 South Second Street  
Chicago, IL 62706

**and**

Illinois Corporation Service  
Company  
801 Adlai Stevenson Drive  
Springfield, IL 62703

**INDIANA (2)**

Securities Commissioner  
Franchise Section  
Indiana Securities Division  
Room E-111  
302 West Washington Street  
Indianapolis, IN 46204

**and**

Corporation Service Company  
251 East Ohio Street, Suite 500  
Indianapolis, IN 46204

**IOWA**

Corporation Service Company  
729 Insurance Exchange Bldg.  
Des Moines, IA 50309

**KANSAS**

Corporation Service Company  
200 S.W. 30<sup>th</sup> Street  
Topeka, KS 66611

**KENTUCKY**

Corporation Service Company  
d/b/a CSC-Lawyers  
Incorporating Service Company  
421 West Main Street  
Frankfort, KY 40601

**LOUISIANA**

Corporation Service Company  
320 Somerulos Street  
Baton Rouge, LA 70802-6129

**MAINE**

Corporation Service Company  
45 Memorial Circle  
Augusta, ME 04330

**MARYLAND (2)**

Commissioner of Securities  
Division of Securities  
200 St. Paul Place  
Baltimore, MD 21202-2020

**and**

CSC-Lawyers Incorporating  
Service Company  
7 St. Paul Street, Suite 1660  
Baltimore, MD 21202

**MASSACHUSETTS**

Corporation Service Company  
84 State Street  
Boston, MA 02109

**MICHIGAN**

CSC-Lawyers Incorporating  
Service (Company)  
601 Abbott Road  
East Lansing, MI 48823

**MINNESOTA (2)**

Commissioner of Commerce  
Securities Division  
Department of Commerce  
State of Minnesota  
85 7<sup>th</sup> Place East, Suite 500  
St. Paul, MN 55101

**and**

Corporation Service Company  
380 Jackson Street, Suite 700  
St. Paul, MN 55101

**MISSISSIPPI**

Corporation Service Company  
506 South President Street  
Jackson, MS 39201

**MISSOURI**

CSC-Lawyers Incorporating  
Service Company  
221 Bolivar Street  
Jefferson City, MO 65101

**MONTANA**

Corporation Service Company  
26 West Sixth Avenue  
P.O. Box 1691  
Helena, MT 59624-1691

**NEBRASKA**

CSC-Lawyers Incorporating  
Service Company  
233 South 13<sup>th</sup> Street,  
Suite 1900  
Lincoln, NE 68508

**NEVADA**

**Registered Agents, continued**

CSC Services of Nevada, Inc.  
502 East John Street  
Carson City, NV 89706

**NEW HAMPSHIRE**

Corporation Service Company d/b/a  
Lawyers Incorporating Service  
14 Centre Street  
Concord, NH 03301

**NEW JERSEY**

Corporation Service Company  
830 Bear Tavern Road  
West Trenton, NJ 08628

**NEW MEXICO**

Corporation Service Company  
125 Lincoln Avenue, Suite 223  
Santa Fe, NM 87501

**NEW YORK (2)**

The Secretary of State of NY  
99 Washington Avenue 6<sup>th</sup> Floor  
Albany, New York 12231

**and**

Corporation Service Company  
80 State Street  
Albany, NY 12207-2543

**NORTH CAROLINA**

Corporation Service Company  
327 Hillsborough Street  
Raleigh, NC 27603

**NORTH DAKOTA (2)**

Securities Commissioner  
State of North Dakota  
5<sup>th</sup> Floor, State Capitol  
600 E. Boulevard Ave.  
Bismarck, ND 58505

**and**

Corporation Service Company  
316 North Fifth Street  
P.O. Box 1695  
Bismarck, ND 58502

**OHIO**

CSC-Lawyers  
Incorporating Service  
50 West Broad Street, Suite 1800  
Columbus, OH 43215

**OKLAHOMA**

Corporation Service Company  
115 S.W. 89<sup>th</sup> Street  
Oklahoma City, OK 73139-8511

**OREGON**

Corporation Service Company  
285 Liberty Street NE  
Salem, OR 97301

**PENNSYLVANIA**

Arby's - Exhibit I  
Registered Agents  
EAST\189449035.2

Corporation Service Company  
2704 Commerce Drive  
Harrisburg, PA 17110

**RHODE ISLAND (2)**

Securities Division  
Department of Business Regulation  
State of Rhode Island  
1511 Pontiac Avenue  
John O. Pastore complex-69-1  
Cranston, RI 02920-4407

**and**

Corporation Service Company  
222 Jefferson Blvd, Suite 200  
Warwick, RI 02888

**SOUTH CAROLINA**

Corporation Service Company  
1702 Laurel Street  
Columbia, SC 29201

**SOUTH DAKOTA (2)**

Department of Labor and Regulation  
Division of Securities  
124 S Euclid, Suite 104  
Pierre, SD 57501

**and**

Corporation Service Company  
503 South Pierre Street  
Pierre, SD 57501-3185

**TENNESSEE**

Corporation Service Company  
2908 Poston Avenue  
Nashville, TN 37203

**TEXAS**

Corporation Service Company d/b/a  
CSC-Lawyers Incorporating Service  
Company  
800 Brazos Street  
Austin, TX 78701

**UTAH**

Corporation Service Company  
2180 South 1300 East  
Salt Lake City, UT 84106

**VERMONT**

Corporation Service Company  
159 State Street  
Montpelier, VT 05602

**VIRGINIA (2)**

Clerk of the State  
Corporation Commission  
State Corporation Commission  
1300 E. Main Street, 1<sup>st</sup> Floor  
Richmond, VA 23219

**and**

Corporation Service Company  
11 South 12<sup>th</sup> Street  
P.O. Box 1463  
Richmond, VA 23218

**WASHINGTON (2)**

Securities Division  
Department of Financial Institutions  
P.O. Box 9033  
Olympia, WA 98507-9033

**and**

Corporation Service Company  
6500 Harbour Heights Pkwy,  
Suite 400  
Mukilteo, WA 98275

**WEST VIRGINIA**

Corporation Service Company  
209 West Washington Street  
Charleston, WV 25302

**WISCONSIN (2)**

Division of Securities  
Department of Financial Institutions  
State of Wisconsin  
P.O. Box 1768

Madison, WI 53701

**and**

CSC-Lawyers Incorporating  
Service Company  
8040 Excelsior Drive, Suite 400  
Madison, WI 53717

**WYOMING**

Corporation Service Company  
1821 Logan Avenue  
Cheyenne, WY 82001

**EXHIBIT J**

**STATE EFFECTIVE DATES PAGE AND RECEIPTS**

## STATE EFFECTIVE DATES

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

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

State	Effective Date
California	(Exempt)
Hawaii	
Illinois	(Exempt)
Indiana	(Exempt)
Maryland	(Exempt)
Michigan	
Minnesota	
New York	(Exempt)
North Dakota	(Exempt)
Rhode Island	(Exempt)
South Dakota	
Virginia	(Exempt)
Washington	(Exempt)
Wisconsin	

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

## RECEIPTS

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 Arby's Franchisor, 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 and Rhode Island require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Arby's Franchisor, 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, DC 20580 and the state agency listed on Exhibit H.

The franchisor is Arby's Franchisor, LLC, located at Three Glenlake Parkway NE, Atlanta, Georgia 30328. Its telephone number is 678-514-4100.

Issuance date: March 25, 2022.

The franchise seller for this offering is \_\_\_\_\_, Arby's Franchisor, LLC, Three Glenlake Parkway NE, Atlanta, Georgia 30328, 678-514-4100.

Arby's Franchisor, LLC authorizes the respective state agencies identified on Exhibit I to receive service of process for it in the particular state.

I received a Disclosure Document dated March 25, 2022, that included the following Exhibits:

- |   |  |
|---|--|
| A - List of Franchisees                                       | F - State-Specific Riders to FDD and License Agreement |
| B - Financial Statements                                      | G - General Release                                    |
| C - Development Agreement                                     | H - State Administrators                               |
| D - License Agreement   | I - Registered Agents for Service of Process           |
| E - Non-Traditional Restaurant Amendment to License Agreement | J - State Effective Dates Page and Receipts            |

**Prospective Franchisee:**

Individual     Corporation – State \_\_\_\_\_     Partnership – State \_\_\_\_\_     Limited Liability Co. – State \_\_\_\_\_

Date	Signature	Printed Name & Title	Address	City, State & Zip
_____	X: _____	_____	_____	_____

PLEASE KEEP THIS COPY FOR YOUR RECORDS.

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## RECEIPTS

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 Arby's Franchisor, 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 and Rhode Island require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Arby's Franchisor, 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, DC 20580 and the state agency listed on Exhibit H.

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- |   |  |
|---|--|
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| B - Financial Statements                                      | G - General Release                                    |
| C - Development Agreement                                     | H - State Administrators                               |
| D - License Agreement   | I - Registered Agents for Service of Process           |
| E - Non-Traditional Restaurant Amendment to License Agreement | J - State Effective Dates Page and Receipts            |

**Prospective Franchisee:**

Individual     Corporation – State \_\_\_\_     Partnership – State \_\_\_\_     Limited Liability Co. – State \_\_\_\_

Date	Signature	Printed Name & Title	Address	City, State & Zip
_____	X: _____	_____	_____	_____
_____	X: _____	_____	_____	_____

PLEASE RETURN A COPY OF THIS SIGNED RECEIPT TO US.

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