

FRANCHISE DISCLOSURE DOCUMENT



GOSH ENTERPRISES, INC.
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Through this disclosure document, we offer franchises for quick service restaurants operating under the “Charleys” name and mark (each a “Charleys Restaurant” or “Restaurant”). Charleys Restaurants feature Philadelphia-style cheese steaks and several other varieties of grilled subs, french fries, lemonade and soft drinks. In this disclosure document, we refer to Restaurants operating in mall food courts, airports, military bases and inline locations as “CPS Restaurants” and we refer to Restaurants operating in inline and freestanding locations that additionally offer chicken wings and other chicken-based menu items as “CPSW Restaurants”. We further refer to a CPSW Restaurant located within a Walmart Store as a “Walmart Location”.

The total investment necessary to begin operation of CPS Restaurant \$199,967 to \$642,634. This includes \$28,500 to \$32,500 that must be paid to us. The total investment necessary to begin operation of a CPSW Restaurant is \$216,507 to \$907,012. This includes \$28,500 to \$32,500 that must be paid to us. The total investment necessary to begin operation of a CPSW Restaurant within a Walmart Location is \$218,758 to \$533,561. This includes \$28,500 to \$92,000 that must be paid to us and our affiliates.

This franchise disclosure document summarizes certain provisions of your franchise agreement and other agreements and information in plain English. Read this franchise disclosure document and all accompanying agreements carefully. You must receive this franchise 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 franchise sale or grant. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your franchise disclosure document in another format that is more convenient for you. To discuss the availability of disclosure in different formats, contact Kelly Sayre, Franchise Paralegal, Gosh Enterprises, Inc., 5000 Arlington Centre Blvd., Suite 5300, Columbus, Ohio 43220 and (614) 923-4700.

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

Buying a franchise is a complex investment. The information in this franchise 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 franchise disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising. There may also be laws on franchising in your state. Ask your state agencies about them.

Date of Issuance: April 28, 2023, as amended June 16, 2023

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 Exhibits D and F. |
| How much will I need to invest? | Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use. |
| Does the franchisor have the financial ability to provide support to my business? | Item 21 or Exhibit G 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 Charleys Restaurant business in my area? | Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you. |
| Does the franchisor have a troubled legal history? | Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings. |
| What's it like to be a Charleys Restaurant franchisee? | Item 20 or Exhibits D and F 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 C.

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 be highlighted:

Out-of-State Dispute Resolution. The Franchise Agreement requires you to resolve disputes with us by arbitration in our home state (currently Ohio). Out-of-state arbitration may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate with us in our home state than in your own state.

Mandatory Minimum Payments. You must make minimum royalty payments regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

Unopened Franchises. The Franchisor has signed a significant number of Franchise Agreements with franchisees who have not yet opened their restaurants. If other franchisees are experiencing delays in opening their restaurants, you may also experience delays in opening your own restaurant.

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

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

Unless the context otherwise requires, “GEI,” “we,” “us,” or “our” refer to Gosh Enterprises, Inc. (“GEI”) and “Franchisee,” “you,” or “your” refer to the person who is granted a franchise. If you are a corporation, limited liability company, partnership or any other type of legal entity, the provisions of the Franchise Agreement also apply to your owners by virtue of the requirement that all your owners personally guarantee, and agree to be personally bound by, your obligations under the Franchise Agreement.

The Franchisor, and any Parents, Predecessors, and Affiliates

GEI offers the franchises described in this franchise disclosure document. GEI is an Ohio corporation. We were incorporated and began offering franchises for Charleys Restaurants in May 1990. We conduct business under our corporate name and the names “Charleys®”, “Charleys Philly Steaks®”, “Charley’s Grilled Subs®”, “Charleys Philly Steaks Wings • Philly Steaks®,” and “Charleys Cheesesteaks•Wings™”. Our principal business address is 5000 Arlington Centre Blvd., Suite 5300, Columbus, Ohio 43220. Our agents for service of process are listed in Exhibit C. We are not engaged in any other business and have never offered franchises in any other line of business.

As of December 31, 2022 there were 60 company-owned Charleys Restaurants and 613 franchised Restaurants in the United States and its territories, and 67 franchised Restaurants in the Bahamas, Bahrain, Canada, Germany, Italy, Japan, South Korea, Kuwait, Oman, Saudi Arabia, the United Arab Emirates, and the United Kingdom.

We do not have a predecessor, however, our CEO and founder, Charley M. Shin opened the first Charley’s Steakery restaurant as a sole proprietorship in March 1986.

We do not operate any Charleys Restaurants directly; however, our affiliates described below have owned and operated Charleys Restaurants since March 1986 and these Restaurants are included as company-owned Restaurants for the purposes of this disclosure document. Anjani II Ltd., LLC is an Ohio limited liability company formed on October 8, 1996; Anjani III Ltd. LLC is an Ohio limited liability company formed on December 26, 2012; Charley’s Steakery, Inc. is an Ohio corporation formed on March 28, 1990; Modesto Ventures LLC is an Ohio limited liability company formed on December 20, 2010; CGS Ontario, LLC is an Ohio limited liability company formed on June 20, 2011; CPS 753, LLC is an Ohio limited liability company formed on September 21, 2012; KOALACJ LLC is an Ohio limited liability company formed on March 6, 2014; MOJAK, LLC, is an Ohio limited liability company formed on June 11, 2015; CPSW SOM Center, LLC is an Ohio limited liability company formed on May 20, 2019; and CPSW Shops 58, LLC is an Ohio limited liability company formed on March 16, 2021. Each of these affiliates shares our principal business address. None of these affiliates have offered franchises in any line of business.

Our affiliate, CPS Sites LLC (“CPS Sites”) grants subleases to certain franchisees who develop franchised CPSW Restaurants in Walmart stores (“Walmart Locations”). CPS Sites is an Ohio limited liability company formed on January 18, 2021. CPS Sites shares our principal business address and has never offered franchises in any line of business.

Our affiliate, Lenny's Holdings LLC ("LHL"), an Ohio limited liability company formed on September 3, 2019, has offered franchises for Lennys Grill & Subs Restaurants ("Lennys Restaurants") since November 4, 2019. LHL acquired the assets of the Lenny's Restaurant brand from Lenny's Franchise Systems, LLC, an Indiana limited liability company, on November 4, 2019. As of December 31, 2022, there were 56 franchised Lennys Restaurants and four company-owned Lennys Restaurant in operation. We do not own or operate any Lennys Restaurants; however, our affiliate, Lenny's Steakery LLC ("LSL"), has owned and operated Lennys Restaurants since November 2019 and these restaurants are included as "company-owned Lennys Restaurants" for the purposes of this disclosure document. Both LHL and LSL share our principal business address. LSL has never offered franchises in any line of business.

Except as noted above, we have no parent, predecessors or affiliates that are required to be disclosed in this Item.

Our Business

We are in the business of franchising Charleys Restaurants that offer Philadelphia-style cheese steaks and several other varieties of grilled subs, french fries, lemonade and soft drinks. Charleys Restaurants operate in the quick-service to "fast-casual" segment of the restaurant industry. In this disclosure document, we refer to Restaurants operating in mall food courts, airports, military bases and inline locations as "CPS Restaurants" and we refer to Restaurants operating in inline and freestanding locations that additionally offer chicken wings and other chicken-based menu items as "CPSW Restaurants".

We have developed and own a comprehensive system for developing and operating Charleys Restaurants, which includes trademarks, interior designs and layouts, equipment, ingredients, recipes, methods of preparation and specifications for authorized food products, methods of inventory control and certain operational and business standards and policies (the "System"), all of which we may improve upon, further develop or otherwise modify from time to time.

The quick service restaurant industry is a highly competitive and developed market. Competitors include other quick service restaurants, fast casual dining restaurants, full-service restaurants and other food service providers. In addition, other quick service restaurant chains with greater financial resources have similar or competing operating concepts. Major chains, which also have substantially greater financial resources and longer operating histories, dominate the quick service segment of the restaurant industry.

Certain aspects of any restaurant business are regulated by federal, state and local laws, rules and ordinances in addition to the laws, regulations and ordinances applicable to businesses generally, such as the Americans with Disabilities Act, Federal Wage and Hour Laws, and the Occupational Safety and Health Act. The U.S. Food and Drug Administration ("FDA"), the U.S. Department of Agriculture, as well as state and local departments of health and other agencies have laws and regulations concerning the preparation of food and sanitary conditions of restaurant facilities. State and local agencies routinely conduct inspections for compliance with these requirements. The FDA and some states and municipalities regulate food labeling, nutrition, and health claims relating to food products. Under the Clean Air Act and state implementing laws, certain state and local areas are required to attain, by the

applicable statutory guidelines, the national quality standards for ozone, carbon monoxide and particulate matters. Certain provisions of such laws impose limits on emissions resulting from commercial food preparation.

The Franchise Offered

We may offer to qualified persons the right to own and operate a Charleys Restaurant at an agreed upon location pursuant to our standard form franchise agreement (the “Franchise Agreement”). A copy of the Franchise Agreement is attached as Exhibit A. Charleys Restaurants and the products and services they offer, are identified by the “Charleys”, “Charleys Philly Steaks”, “Charley’s Grilled Subs”, “Charleys Philly Steaks Wings•Philly Steaks,” and “Charleys Cheesesteaks•Wings” trademarks and by other current and future trademarks, service marks, trade dress, and distinctive interior designs and color schemes (the “Marks”).

We may offer franchises for Charleys Restaurants that will be located at non-traditional locations, such as college campuses, hospitals, public transportation facilities (e.g., airport facilities or highway rest stops), government (e.g., military bases) or institutional locations, supermarkets or grocery stores and department stores, as well as any gas/convenience store co-branding location in which the Charleys Restaurant is contained within the same building as the gas/convenience store or another restaurant concept. The terms and conditions of a franchise for a non-traditional location may vary considerably from the standard terms of our Franchise Agreement.

We also may offer franchises for CPSW Restaurants that will operate from Walmart Locations pursuant to a Walmart Addendum to our Franchise Agreement. A copy of the Walmart Addendum is attached as Exhibit L. Our affiliate, CPS Sites, has entered into a Master Sublease Agreement (“Master Sublease”) with Concept Development Solutions LLC (“Sublandlord”), a Florida limited liability company, for the operation of Charleys Restaurants in Walmart Locations. Concept Development Solutions LLC is a party to a Master Lease Agreement (“Master Lease”) with Wal-Mart Stores East, LP, Wal-Mart Stores, Inc., Wal-Mart Louisiana LLC, Wal-Mart Stores Texas, LLC and Wal-Mart Stores Arkansas, LLC (“Master Landlord”). CPS Sites will sub-sublease the premises at the Walmart Locations to our franchisees pursuant to the Sub-Sublease attached as Exhibit M.

We offer franchises for Charleys Restaurants in foreign countries. In most instances, we anticipate that master franchise relationships would be established and that the financial terms and the nature and scope of the master franchise relationship would be negotiated. This franchise disclosure document does not describe the terms of any international master franchise relationship or any other international relationship, but we may deliver this franchise disclosure document in connection with such transactions for general informational purposes.

ITEM 2
BUSINESS EXPERIENCE

Charley M. Shin - Founder, Chief Executive Officer, and Chairman

Charley M. Shin has served as our Chief Executive Officer and Chairman since our founding in May 1990. He has held this same position with LHL since September 2019 and LSL since October 2019. He held this same position with Bibibop Development LLC from February 2017 to December 2018. Mr. Shin has also served as President of Charley's Steakery, Inc. since its incorporation in March 1986.

Daniel March – Chief Financial Officer

Mr. March has served as our Chief Financial Officer since May 2023. From February 2021 to May 2023, he served as Director – Global Franchise Recruiting for Wendys Corporation in Columbus, Ohio. From July 2017 to May 2020, he served as Senior Vice President – International for Sbarro LLC in Columbus, Ohio. From May 2016 to June 2017, he served as Chief Financial Officer for Cedar Enterprises, Inc. in Columbus, Ohio.

Elias Moaikel – President

Mr. Moaikel has served as our President since February 2023 and has held the same position with Lenny's Holdings LLC since January 2020. From October 2016 to December 2019, he served as GEI's Senior Vice President. From December 2014 to October 2016, he served as GEI's Vice President of Operations and Training. From June 2014 to December 2014, Mr. Moaikel served as GEI's Senior Director of International Operations.

Candra Alisiswanto – Executive Vice President

Mr. Alisiswanto has served as our Executive Vice President since February of 2023. He served as our President from January 2020 to February 2023. He was our Chief Development Officer from September 2019 to January 2020. He was our Chief Financial Officer from April 2013 to September 2019 and also held this same position with Bibibop Development LLC from February 2017 to December 2018. From July 2010 to April 2013, Mr. Alisiswanto served as our Vice President of Development and Real Estate. Mr. Alisiswanto also served as our Senior Director of Development and Real Estate from July 2009 to July 2010 and as our Controller from January 2000 to July 2009.

John Woo – Vice President of Development

Mr. Woo has served as our Vice President of Development since April 2013. He held this same position with Bibibop Development LLC from February 2017 to December 2018. From April 2010 to April 2013, Mr. Woo served as our Director of Real Estate. From April 2008 to April 2010, he served as our Real Estate Manager.

Bruce Kim – Vice President of Franchise Development

Mr. Kim has served as our Vice President of Franchise Development since February 2020. From November 2014 to February 2020, he served as Director of Franchise Development for Checkers Drive-In Restaurants, Inc. in Tampa, Florida.

Nasser Abdul – Vice President of Operations

Mr. Abdul has served as our Vice President of Operations since January 2020. From February 2019 to January 2020, he served as our Senior Director of Operations. From April 2015 to February 2019, he served as our Director of Operations.

Paul Lindquist – Vice President of Supply Chain

Mr. Lindquist has served as our Vice President of Supply Chain since May 2023. From August 2022 to May 2023, he served as Regional Vice president of Operations for FirstKey Homes, LLC in Marietta, Georgia. From December 2019 to August 2022, he served as Senior Director of Procurement and Facilities for FirstKey Homes, LLC in Marietta, Georgia. From February 2018 to December 2019, he served as Director of Procurement for Inspire Brands, Inc. in Atlanta, Georgia.

**ITEM 3
LITIGATION**

No litigation is required to be disclosed in this Item.

**ITEM 4
BANKRUPTCY**

No bankruptcy information is required to be disclosed in this Item.

**ITEM 5
INITIAL FEES**

Initial Franchise Fee

You must pay us an initial franchise fee in the amount of \$24,500 for your first Restaurant (\$15,000 for your second and any subsequent Restaurant) when you sign the Franchise Agreement. The initial franchise fee is deemed fully earned upon payment and is non-refundable. Generally, the initial franchise fee is uniformly imposed on our franchisees; however, in certain unique circumstances we may reduce or waive a fee for a particular franchisee.

VetFran Program

We are a member of the International Franchise Association's VetFran Program. Under our VetFran Program, if you (or a holder of at least a 51% ownership interest in your franchisee entity) provide us with a DD Form 214 or other adequate documentation, as determined by us, demonstrating honorable discharge from the United States military and

you sign a Franchise Agreement to develop and operate a new Restaurant, then we will reduce your Franchise Fee by \$12,250. You will sign a VetFran Addendum to the Franchise Agreement, a copy of which is attached as Exhibit J. If, prior to the first anniversary of the opening date of the Restaurant: (1) you wish to transfer the Restaurant or (2) we terminate the Franchise Agreement, you must pay us the \$12,250 that we waived under the VetFran Program.

Grand Opening Marketing Package

Prior to the opening of your Restaurant, you must purchase a grand opening marketing package from us and our approved vendors with an estimated cost ranging from \$7,000 to \$10,000. Of that amount, \$2,000 to \$4,000 is paid to us as pass-through fees or for marketing items purchased in bulk. Our Marketing Department will present a range of grand opening marketing packages available to you for the opening of your Restaurant. Grand opening marketing packages may include grand opening/starter signage kits, digital advertising, decorations, printed materials, and give away items. The grand opening marketing package fee is deemed fully earned upon payment and is non-refundable.

Social Media Advertising Fee

Prior to the opening of your Restaurant, you must pay us a social media advertising fee of \$1,000 for us to conduct advertising regarding your Restaurant on social media and listings services. This fee is deemed fully earned upon receipt and payment is non-refundable. If you elect to conduct additional social media advertising, we will invoice you and you must pay for the additional cost.

**ITEM 6
OTHER FEES**

| TYPE OF FEE | AMOUNT | DUE DATE | REMARKS (SEE NOTE 1) |
|--|--|--|--|
| Royalty | The greater of (a) \$300 or (b) 6% of your Gross Sales | Royalty fees are payable on or before Thursday of each week based on the Gross Sales incurred during the immediately preceding week. | Gross Sales is defined in Note 2 below. |
| Advertising and Promotion Obligation (“APO”) | CPSW Walmart Locations and CPS Restaurants APO: currently 3% of Gross Sales (1% to the Marketing Fund and 2% for Local Store | Marketing Fund and advertising cooperative contributions are payable with the royalty fees; LSM expenditures are not paid to | The APO will not exceed 5% of Gross Sales. We reserve the right to increase your APO and we may reallocate the APO among the Marketing Fund, LSM and an advertising cooperative. We do not currently |

| TYPE OF FEE | AMOUNT | DUE DATE | REMARKS (SEE NOTE 1) |
|--|---|---|--|
| | Marketing (“LSM”) CPSW Restaurants that are not operated in Walmart Locations APO: currently 4% of Gross Sales (1% to the Marketing Fund and 3% for LSM) | us but must be reported quarterly. | require you to contribute to an advertising cooperative. The advertising fees and advertising funds are further described in Item 11 and Notes 3 and 4 below. |
| Marketing, Advertising and Promotional Materials | \$500 - \$2,000 | Payment due upon order | You may purchase marketing, advertising and promotional materials at cost, plus any related administrative, shipping, handling and storage charges. |
| Rent for Walmart Locations | 10% of weekly Gross Sales with a minimum of \$250 / week | On or before Wednesday of each week based on the Gross Sales incurred during the immediately preceding week | Payable to CPS Sites. See Item 10. |
| Digital Menu Board Support Fee for Walmart Locations | \$15 / week | On or before Wednesday of each week | Payable to CPS Sites. See Item 10. |
| Price Change Fees | \$200 per occurrence | Upon demand | Payable if you request that that we update your menu prices in your point of sale system on more than two occasions per year. We will make two updates per year at your request at no charge, once in the fall and once in the spring. |
| Transfer Fee | The greater of \$10,000 or our costs incurred in connection with the transfer | Upon transferring the franchise | Transfers are subject to our approval. |

| TYPE OF FEE | AMOUNT | DUE DATE | REMARKS (SEE NOTE 1) |
|--|--|--|--|
| Renewal Fee | Currently, \$10,000 | Upon signing the new franchise agreement | You must pay our then-current standard renewal fee. |
| Failed Inspection or Non-Compliance Fees | \$500 - \$1,500 | Upon demand | If you fail an operations inspection, you must pay our then-current quality assurance program fees and reimbursement of our expenses |
| Ongoing Training | Currently, \$1,500 - \$3,500 per program | As incurred | We have the right to charge you a fee to attend ongoing training programs that we offer. |
| Late Charge and Interest on Late Payments | The late charge is currently \$50; the interest charge is the lesser of 12% per annum, or the maximum rate permitted by law. | Immediately | You must pay our then-current late fee and interest on money you owe us or any of our affiliates after the due date. |
| Service Payments | Currently \$50 | Immediately | You must pay us a reasonable service fee if you fail to maintain sufficient funds in your designated bank account. |
| Site Selection Extension | \$2,500 | Upon receipt of our bill | Payable if we agree, in our sole discretion, to extend your site selection period (180 days after signing the Franchise Agreement). |
| Special Assistance | Currently, only out-of-pocket expenses | Upon receipt of our bill | We may impose per diem fees and charges for any special assistance you request. |
| Fees to Evaluate and Approve Alternative Suppliers | Our out-of-pocket expenses (estimated at \$1,500 to \$2,000) | Upon receipt of our bill | We may impose reasonable inspections and supervision fees to cover our costs in evaluating alternative approved brands or suppliers you suggest. |

| TYPE OF FEE | AMOUNT | DUE DATE | REMARKS (SEE NOTE 1) |
|--|---|--------------------------|---|
| Audit | Cost of audit | Upon receipt of our bill | Payable only if you fail to furnish required information or if we find an understatement of Gross Sales greater than 1%. |
| Insurance | Will vary under circumstances | As incurred | If you fail to obtain the required insurance coverage for the restaurant, we may obtain such coverage at your expense. |
| Maintenance Costs | Will vary under circumstances | As incurred | If you fail or refuse to maintain your Restaurant as required, we have the right to do so on your behalf and at your expense. |
| Attorneys' Fees and other costs; collection costs and expenses | Will vary under circumstances | As incurred | Payable if you fail to comply with the Franchise Agreement (including collecting any monies owed by you to us) or if we are joined in a lawsuit that is based on your operation of a Restaurant. |
| Marketing, Advertising, Operating and QA program | Currently, \$500-\$1,000 for a negative review QA program; We do not currently charge a fee for other programs. | As incurred | We reserve the right to impose a fee if you fail to participate in these programs. |
| Indemnification | Will vary under circumstances | As incurred | You must reimburse us for our losses and expenses as a result of third party claims arising from your failures or breaches under the Franchise Agreement, your operation of the Restaurant, your failure to comply with applicable laws, and any unauthorized acts. |

| TYPE OF FEE | AMOUNT | DUE DATE | REMARKS (SEE NOTE 1) |
|--------------------|---|---|---|
| Liquidated Damages | Three times the amount of royalties owed for the one year period prior to termination | Within 30 days of our termination based upon your default | Payable if you default on your obligations and we terminate the Franchise Agreement prior to the expiration of the term of the Franchise Agreement. |

NOTE 1: Except for your LSM expenditures and fees payable to the regional or local advertising cooperatives, all fees are payable to us. All fees are nonrefundable. Generally, all fees are uniformly imposed on our franchisees, however, in certain unique circumstances, we may reduce or waive a fee for a particular franchisee. Franchisees that operate CPS Restaurants may pay different fees than franchisees that operate CPSW Restaurants.

NOTE 2: The term “Gross Sales” means the aggregate amount of all sales of food, beverages and other products sold and services rendered in connection with your Restaurant, including monies derived from sales at or away from the Restaurant, whether for cash or credit, but excluding: (1) all federal, state or municipal sales or service taxes collected from customers and paid to the appropriate taxing authorities; and (2) all customer refunds and adjustments and promotional discounts made by the Restaurant.

NOTE 3: Although we may not increase the APO above 5% of Gross Sales, the Restaurant’s local or regional advertising cooperative may require a contribution that, when added to your required Marketing Fund contributions and LSM expenditures, results in a total APO in excess of 5% of Gross Sales. We may temporarily or permanently adjust the APO for certain Restaurants or markets due to unique or unusual circumstances. If we provide you and any advertising cooperative with 90 days’ notice of a special regional promotion, you must participate in the promotion and pay us any regional advertising fees beginning on the effective date of the notice and continuing until the regional promotion ends.

NOTE 4: Rate contributions of advertising cooperatives will be established by a majority vote of the members. As of the date of this franchise disclosure document, we have no advertising cooperatives. However, it is anticipated that decisions of advertising cooperatives generally will be made by majority vote based on one vote per Restaurant. Accordingly, we may control a cooperative in an area where company-owned Restaurants constitute the majority.

**ITEM 7
ESTIMATED INITIAL INVESTMENT**

| YOUR ESTIMATED INITIAL INVESTMENT CPS RESTAURANT* | | | | | |
|--|---------------|-------------|------------------------------|--|---|
| TYPE OF EXPENDITURE | AMOUNT | | METHOD OF PAYMENT | WHEN DUE | TO WHOM PAYMENT IS TO BE MADE |
| | LOW | HIGH | | | |
| Initial Franchise Fee (1) | \$24,500 | \$24,500 | Lump sum | Upon execution of Franchise Agreement | Us |
| Leasehold Improvements (2) | \$50,000 | \$329,000 | As Arranged | As Arranged | Contractors |
| Equipment/Furniture/ Fixtures(3) | \$50,931 | \$125,000 | As Arranged | As Arranged | Vendors |
| POS and Kiosk System(4) | \$12,536 | \$18,134 | As Arranged | As Arranged | Suppliers |
| Signage (5) | \$5,000 | \$15,000 | As Arranged | As Arranged | Suppliers |
| Architect (6) | \$8,000 | \$16,000 | As Arranged | As Arranged | Architect |
| Travel and Living Expenses Associated With Initial Training (7) | \$4,000 | \$6,000 | As Arranged | As Arranged | Suppliers of Food, Lodging, and Transportation |
| Insurance (8) | \$3,500 | \$10,000 | As Arranged | As Needed | Suppliers |
| Deposits and Professional Fees (9) | \$1,000 | \$7,000 | As Arranged | As Arranged | Suppliers |
| Real Estate Lease (10) | \$12,500 | \$50,000 | As Arranged | As Arranged | Landlord |
| Grand Opening Marketing Package (11) | \$7,000 | \$10,000 | As Arranged | As Arranged | Us/Vendors |
| Social Media Advertising (12) | \$1,000 | \$2,000 | As Arranged | As Arranged | Us/Suppliers |

| YOUR ESTIMATED INITIAL INVESTMENT CPS RESTAURANT* | | | | | |
|--|---------------|-------------|------------------------------|-----------------|--|
| TYPE OF EXPENDITURE | AMOUNT | | METHOD OF PAYMENT | WHEN DUE | TO WHOM PAYMENT IS TO BE MADE |
| | LOW | HIGH | | | |
| Additional Funds (3 month period) (13) | \$20,000 | \$30,000 | As Arranged | As Arranged | Suppliers |
| Totals (14) | \$199,967 | \$642,634 | | | |

* The above chart provides an estimate of your initial investment to develop a CPS Restaurant on a leased strip center, mall food court, airport or military base.

| YOUR ESTIMATED INITIAL INVESTMENT CPSW RESTAURANT* | | | | | |
|--|---------------|-------------|----------------------------------|--|---|
| TYPE OF EXPENDITURE | AMOUNT | | METHOD OF PAYMENT | WHEN DUE | TO WHOM PAYMENT IS TO BE MADE |
| | LOW | HIGH | | | |
| Initial Franchise Fee (1) | \$24,500 | \$24,500 | Lump sum | Upon execution of Franchise Agreement | Us |
| Leasehold Improvements (2) | \$50,000 | \$455,000 | As Arranged | As Arranged | Contractors |
| Equipment/Furniture/ Fixtures(3) | \$60,000 | \$195,000 | As Arranged | As Arranged | Vendors |
| In-Restaurant Music/Media System | \$375 | \$1,200 | As Arranged | As Arranged | Vendors |
| POS and Kiosk System(4) | \$15,383 | \$30,312 | As Arranged | As Arranged | Suppliers |
| Signage (5) | \$9,249 | \$65,000 | As Arranged | As Arranged | Suppliers |
| Architect (6) | \$10,500 | \$30,000 | As Arranged | As Arranged | Architect |
| Travel and Living Expenses Associated With Initial Training (7) | \$4,000 | \$6,000 | As Arranged | As Arranged | Suppliers of Food, Lodging, and Transportation |

| YOUR ESTIMATED INITIAL INVESTMENT CPSW RESTAURANT* | | | | | |
|---|---------------|-------------|----------------------------------|-----------------|--|
| TYPE OF EXPENDITURE | AMOUNT | | METHOD OF PAYMENT | WHEN DUE | TO WHOM PAYMENT IS TO BE MADE |
| | LOW | HIGH | | | |
| Insurance (8) | \$3,500 | \$10,000 | As Arranged | As Needed | Suppliers |
| Deposits and Professional Fees (9) | \$1,000 | \$8,000 | As Arranged | As Arranged | Suppliers |
| Real Estate Lease (10) | \$10,000 | \$30,000 | As Arranged | As Arranged | Landlord |
| Grand Opening Marketing Package (11) | \$7,000 | \$10,000 | As Arranged | As Arranged | Us/Vendors |
| Social Media Advertising (12) | \$1,000 | \$2,000 | As Arranged | As Arranged | Us/Suppliers |
| Additional Funds (3 month period) (13) | \$20,000 | \$40,000 | As Arranged | As Arranged | Suppliers |
| Totals (14) | \$216,507 | \$907,012 | | | |

* The above chart provides an estimate of your initial investment to develop a CPSW Restaurant on a leased inline strip center or free-standing site.

| YOUR ESTIMATED INITIAL INVESTMENT CPSW RESTAURANT IN A WALMART LOCATION | | | | | |
|--|---------------|-------------|----------------------------------|---------------------------------------|--|
| TYPE OF EXPENDITURE | AMOUNT | | METHOD OF PAYMENT | WHEN DUE | TO WHOM PAYMENT IS TO BE MADE |
| | LOW | HIGH | | | |
| Initial Franchise Fee (1) | \$24,500 | \$24,500 | Lump sum | Upon execution of Franchise Agreement | Us |
| Leasehold Improvements (2) | \$59,550 | \$246,000 | As Arranged | As Arranged | Contractors; CPS Sites |
| Equipment/Furniture/Fixtures(3) | \$60,000 | \$125,500 | As Arranged | As Arranged | Vendors |

**YOUR ESTIMATED INITIAL INVESTMENT
CPSW RESTAURANT IN A WALMART LOCATION**

| TYPE OF EXPENDITURE | AMOUNT | | METHOD OF PAYMENT | WHEN DUE | TO WHOM PAYMENT IS TO BE MADE |
|---|-----------|-----------|-------------------|-------------|--|
| | LOW | HIGH | | | |
| In-Restaurant Music/Media System | \$375 | \$1,200 | As Arranged | As Arranged | Vendors |
| POS and Kiosk System(4) | \$15,383 | \$24,361 | As Arranged | As Arranged | Suppliers |
| Signage (5) | \$10,200 | \$20,500 | As Arranged | As Arranged | Suppliers |
| Architect (6) | \$11,500 | \$16,000 | As Arranged | As Arranged | Architect, CPS Sites |
| Travel and Living Expenses Associated With Initial Training (7) | \$4,000 | \$6,000 | As Arranged | As Arranged | Suppliers of Food, Lodging, and Transportation |
| Insurance (8) | \$3,500 | \$10,000 | As Arranged | As Needed | Suppliers |
| Deposits and Professional Fees (9) | \$1,000 | \$6,000 | As Arranged | As Arranged | Suppliers |
| Real Estate Sub-Sublease (10) | \$750 | \$1,500 | As Arranged | As Arranged | CPS Sites |
| Grand Opening Marketing Package (11) | \$7,000 | \$10,000 | As Arranged | As Arranged | Us/Vendors |
| Social Media Advertising (12) | \$1,000 | \$2,000 | As Arranged | As Arranged | Us/Suppliers |
| Additional Funds (3 month period) (13) | \$20,000 | \$40,000 | As Arranged | As Arranged | Suppliers |
| Totals (14) | \$218,758 | \$533,561 | | | |

NOTES:

1. **Initial Franchise Fee.** The initial franchise fee is described in Item 5. The initial franchise fee is reduced to \$15,000 for your second and any subsequent Restaurant.

2. **Leasehold Improvements.** Your costs for leasehold improvements will depend on many varying factors such as the type of location (e.g. strip center, mall food court, airport, military base, free standing, Walmart Location), the size and condition of the premises of your Restaurant and other local factors, including labor and material costs. The low end of the estimate is for a mall food court location that does not need in-Restaurant dining while the high end of the estimate is for an in-line or standalone location that has in-Restaurant dining and higher labor costs of a unionized labor force.

For new or relocated Walmart Locations, your costs for leasehold improvements shall additionally include a leased premises improvement charge of \$59,500 that is paid to CPS Sites and passed through to the Master Landlord under the Master Lease. This fee is subject to change and is not applicable to existing locations, which you will take over in “as is” condition.

3. **Equipment/Furniture/Fixtures.** You must purchase or lease certain items of equipment; including but not limited to signs, display cases, fryers, grills, air conditioning and exhaust units, sinks, coolers, freezers, office equipment shelving, counters, banners, awnings, product photos and pictures. You also will be responsible for shipping and handling costs, which are included in the estimate.
4. **POS and Kiosk Systems.** You must purchase a point of sale system (“POS System”) and order kiosk system from one of our approved suppliers before you open your Restaurant. You must also use one of our approved vendors to install your POS System for the Restaurant. The estimate is dependent on how many terminals and kitchen displays your Restaurant may require. For the CPS Restaurants, the low estimate is based on the cost of two POS systems, one kiosk, and two kitchen displays and the high estimate is based on the cost of two POS systems and three kitchen displays. For the CPSW Restaurants, the low estimate is based on the cost of two POS systems, one kiosk, and four kitchen displays and the high estimate is based on the cost of four POS systems, two kiosks, and six kitchen displays. Currently, most of our CPS Restaurants use two POS systems, one kiosk, and two kitchen displays. Most of our CPSW Restaurants without a drive thru use two POS systems, one kiosk, and five kitchen displays and CPSW Restaurants with a drive thru use four POS systems and six kitchen displays. For CPSW Restaurants operating in Walmart Locations, the low estimate is based on the cost of two POS systems, one kiosk, and four kitchen displays and the high estimate is based on the cost of two POS systems, two kiosks, one tablet, and five kitchen displays.
5. **Signage.** You must purchase approved signage for the Restaurant from one of our approved suppliers.
6. **Architect.** You must use one of our approved architects for the planning and design of your Restaurant. For a new, relocated, or expanded location, your costs for Walmart Locations shall additionally include an architectural fee of \$15,500 that is paid to CPS Sites and passed through to the Master Landlord under the Master Lease. This fee is subject to change and is not applicable to existing locations, which you will take over in “as is” condition.

7. **Training Expenses.** We provide instructors and instructional materials for the initial training in Columbus, Ohio, but you will need to arrange for transportation, lodging, and any wages for the attendees. At least two persons must attend the training program and the cost will depend on the distance the attendees must travel and the type of accommodations chosen. (See Item 11)
8. **Insurance.** You must obtain commercial general liability insurance, property casualty insurance, workers compensation, and employer's liability insurance as outlined in Item 8 and any other coverage that your landlord requires. The estimate covers annual insurance premiums for the Restaurant for the pre-opening and post-opening period.
9. **Deposits and Professional Fees.** We estimate that you will have to pay deposits on such items as utilities, phones, your lease or sublease and legal, accounting and other professional fees that you may incur before the Restaurant opens for business.
10. **Real Estate.** The premises for a Charleys Restaurant typically are leased. Therefore, the estimated initial investment does not include the cost of purchasing real estate for a Restaurant. The estimates in the table are typical for pre-opening rent and for the first three months of operations. For Restaurants operating in Walmart Locations, this estimate also includes the Advance Payment and Placement Fees that are paid to CPS Sites and passed through to the Sublandlord under the Master Sublease. In 2022, the square footage for company-owned mall food court CPS Restaurant locations ranged from 472 to 1,643 square feet. We estimate that franchisees will need approximately 400 to 900 square feet for a mall food court location and 1,200 to 2,500 square feet for a strip center or in-line Restaurant with seating. In 2022, rents for company-owned CPS Restaurants in mall food court locations ranged from \$100.25 to \$1,293.48 per square foot. CPSW Restaurants will occupy between 1,200 to 2,000 square feet (900 to 2,500 square feet for a Walmart Location) All or a portion of the rental rate for some of our company-owned Restaurants is based on a percentage of sales, so the cost per square foot for these particular Restaurants varies from time to time. These rental rates are based on commercial leasing that we have experienced and may vary substantially from the rental rates that franchisees will have to pay.
11. **Grand Opening Marketing Package.** See Item 5 for details regarding the Grand Opening Marketing Package.
12. **Social Media Advertising.** See Item 5 for details regarding the Social Media Advertising fee.
13. **Additional Funds.** These figures are estimates and include initial supplies of products for initial start-up, utilities, working capital, payroll costs and other additional funds for the first 3 months of operation. You will need to have on-hand sufficient capital to cover salaries for 10 to 25 employees for CPS Restaurants or 15 to 30 employees for CPSW Restaurants. We cannot guarantee that you will not have additional expenses. We relied on our 35 years' of experience in operating our company-owned Restaurants and information provided to us by our franchisees to compile this estimate.

14. **General.** Except as otherwise noted, none of these payments are refundable. We do not offer any financing for your initial investment. These figures reflect fluctuations and rising costs associated with supply chain shortages, fuel surcharges and other pandemic-related factors that affect both labor and product costs.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

To ensure that high and uniform standards of quality and service are maintained, you are required to operate your Restaurant in strict conformity with our methods, standards and specifications and you are required to purchase goods, services, supplies, fixtures, equipment and inventory only from suppliers (specifically including, but not limited to, beverage suppliers) that we have approved. Neither we nor any of our affiliates are currently designated or approved suppliers of any products. We did not earn any revenue in our last fiscal year from required purchases or leases of products or services by us to our franchisees. We may formulate and modify, at our sole discretion, specifications and standards we impose on franchisees and suppliers. We issue specifications and standards to franchisees through the Operations Manual and to suppliers by written agreement.

We attempt to negotiate purchasing arrangements with suppliers (including price terms) for the benefit of all Charleys Restaurants, including those owned by franchisees. We do not provide material benefits (e.g., renewal or additional franchises) to a franchisee based on the franchisee's use of designated or approved suppliers. If you want to use an alternate supplier, you must make a written request to us for approval, which approval will not be unreasonably delayed, withheld or denied. You must obtain our approval in writing.

There are no franchisee purchasing or distribution cooperatives.

None of our officers own an interest in any privately-held suppliers, or a material interest in any publicly-held suppliers, of the Charleys franchise system. From time to time, our officers may own non-material interests in publicly-held companies that may be suppliers (or have subsidiaries that may be suppliers) to our franchise system.

Marimeter LLC ("Marimeter") negotiates supplier contracts for certain goods and products sold to our franchisees. Marimeter is wholly owned by the wife of our Chief Executive Officer, Charley Shin.

Items We Supply or Derive Revenue From

Several suppliers pay rebates or marketing allowances based on purchases by our franchised and company-owned Charleys Restaurants. The payments vary from supplier to supplier, and in some cases, the basis for the payment varies over time with respect to the same supplier. In addition, suppliers who exhibit at our conventions contribute to the cost of the conventions.

Under certain food and beverage supply arrangements, suppliers provide allowances to us based in large part on the amount of product ordered by all Charleys Restaurants. In

2022: a beverage supplier paid us a rebate of \$7.77 per gallon of beverage syrup and a beverage supplier paid us a rebate of \$6.79 per gallon of beverage syrup. Such amounts are set aside in a fund to be used by us to benefit the brand, as we determine in our sole discretion. We have a price protection plan in place with a beverage supplier that has agreed to refund to us the amount paid for beverage syrup in excess of an annual price increase threshold of 3.5%.

Purchase or Lease of Equipment, Furniture, Fixtures and Signs

You may purchase or lease only those types, brands and models of fixtures, furniture, equipment, signs and supplies that we approve for Charleys Restaurants as meeting our specifications and standards. You may purchase or lease approved types, brands, or models of fixtures, furniture, equipment, signs, supplies and installation services only from suppliers approved by us. We will provide a list of approved suppliers to you.

Food Products, Beverages, Supplies and Materials

Your Restaurant may use and/or offer for sale only food products, beverages, ingredients, uniforms, packaging materials, menus, forms, labels, equipment and other supplies and other products and services that conform to our specifications and quality standards and/or are purchased from suppliers we approve (which may include us and/or any of our affiliates). We may modify the list of approved brands and/or suppliers. After notice of such modification, you may not reorder any brand or from any supplier that is no longer approved.

If you propose to use any food items, dry goods, fixtures, furniture, equipment, signs or supplies of a type, brand or model, or from a supplier that we have not approved, you must first notify us and submit sufficient information, specifications and samples concerning such item, brand and/or supplier so that we can decide whether such item and/or brand complies with our specifications and standards and/or such supplier meets our approved supplier criteria. For any food items or dry goods, you must complete our Supplier Information form for us to confirm the capability of the proposed supplier before purchasing any product for use in the restaurant. We have the right to charge reasonable fees to cover our costs, which we estimate will be between \$1,500 and \$2,000. We will notify you of our decision within a reasonable period of time, which will not exceed 90 days. We may prescribe procedures for the submission of requests for approval and impose obligations on suppliers, which we may require to be incorporated in a written agreement. We may impose limits on the number of suppliers and/or brands for any of the foregoing items. To the extent that we establish specifications, require approval of suppliers, or designate specific suppliers for particular items, we will publish our requirements in the Operations Manual.

We estimate that your purchases from approved suppliers or from suppliers that we designate, and otherwise under our standards, will be approximately 90% of the total purchases and leases of products and services needed to establish the Restaurant, and approximately 95% of the total purchases and leases of products and services needed to operate the Restaurant.

Specifications, Standards and Procedures

Each aspect of the interior and exterior appearance, layout, decor, services, equipment and operation of your Restaurant is subject to our specifications and standards. You are required to comply with all mandatory specifications, standards and operating procedures (whether contained in the Operations Manual or any other written communication) relating to the appearance, function, cleanliness and operation of a Charleys Restaurant. For example, we currently require you to use one of our approved architects for the planning and design of your Restaurant.

Sub-Sublease of Walmart Locations

If you operate your Restaurant at a Walmart Location, you must sign the Sub-Sublease with CPS Sites. The terms of the Sub-Sublease are disclosed in Item 10. Our affiliate did not have any revenue from Walmart Location Sub-Subleases in its last fiscal year.

Insurance

You are responsible for all loss or damage arising from or related to your development and operation of your Restaurant and all demands or claims with respect to any loss, liability, personal injury, death, property damage or expense occurring upon the premises of, or arising from the development and/or operation of, your Restaurant. You must maintain in full force and effect throughout the term of your Franchise Agreement that insurance that you determine is necessary or appropriate for liabilities caused by or occurring in connection with the development or operation of your Restaurant, which shall include, at a minimum, insurance policies of the kinds, and in the amounts, as set forth in the Operations Manual and as specified by your lease or sublease. We, and any entity with an insurable interest that we designate, shall be an additional insured in such policies to the extent each has an insurable interest. Currently, we require you to purchase the following insurance policies:

Commercial General Liability Insurance: Combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, death and property damage; \$2,000,000 for Products & Completed Operations Aggregate; \$1,000,000 for Personal Injury; \$300,000 for Fire Damage Legal Liability; and \$5,000 for Medical Expenses.

Automobile Liability Insurance (where appropriate): Combined single limit of not less than \$1,000,000; \$1,000,000 Uninsured/Underinsured Motorist; and \$5,000 Medical Payments.

Property Insurance: Casualty insurance, including fire and extended coverage, vandalism and malicious mischief, for the replacement value of your Restaurant and its contents.

Worker's Compensation and Employer's Liability Insurance: Worker's Compensation as required by the law of the state where your Restaurant is located and Employer's Liability Insurance in an amount not less than \$1,000,000 for each accident; \$1,000,000 for each employee (disease) and \$1,000,000 for policy limit (disease).

You must provide evidence of satisfactory insurance and proof of payment to us or our designee no later than 10 days before you begin construction of the Restaurant and on each policy renewal date thereafter. If your Restaurant is leased or subleased, the lease or sublease may require additional types of coverage, higher limits and other requirements. We may reasonably increase the minimum coverage required and/or require different or additional kinds of insurance to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. We will provide to you written notice of such modifications, and upon receipt, you must take prompt action to secure the additional coverage or higher policy limits.

POS System

You must record all sales on a POS System designated or approved by us. You must purchase your POS System from one of our approved suppliers before you open your Restaurant. You must use one of our designated vendors to install your POS System at the Restaurant.

**ITEM 9
FRANCHISEE'S OBLIGATIONS**

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

| OBLIGATION | SECTION IN FRANCHISE AGREEMENT | DISCLOSURE DOCUMENT ITEM |
|--|--------------------------------------|-----------------------------|
| a. Site selection and acquisition/lease | 3.01 - 3.03 and Exhibit B | 7, 8 and 11 |
| b. Pre-opening purchases/leases | 3.01 - 3.04 | 6, 7, 8 and 11 |
| c. Site development and other pre-opening requirements | 3.04 - 3.05 | 6, 7, 8 and 11 |
| d. Initial and ongoing training | 4 | 11 |
| e. Opening | 3.04 - 3.06 | 11 |
| f. Fees | 6 | 5, 6 and 7 |
| g. Compliance with Standards and Policies/Operations manuals | 4.03 and 9 | 8 and 11 |
| h. Trademarks and proprietary information | 5, 7.01 and 7.05 | 13 and 14 |
| i. Restrictions on products/services offered | 9.01 - 9.05 | 16 |

| OBLIGATION | SECTION IN FRANCHISE AGREEMENT | DISCLOSURE DOCUMENT ITEM |
|--|---------------------------------------|---------------------------------|
| j. Warranty and customer service requirements | Not applicable | Not applicable |
| k. Territorial Development and Sales Quotas | Not applicable | Not applicable |
| l. Ongoing product/service purchases | 9.03 - 9.04 | 8 |
| m. Maintenance, appearance and remodeling requirements | 3.03, 3.04, 9.01 and 9.04 | Not applicable |
| n. Insurance | 9.07 | 8 |
| o. Advertising | 10 | 6, 7, 8 and 11 |
| p. Indemnification | 17.02 | 6 |
| q. Owners' participation/management/staffing | 8.03 and 9.06 | 15 |
| r. Records/reports | 11 | 8 |
| s. Inspections/audits | 12 | 6 |
| t. Transfer | 13 | 6 and 17 |
| u. Renewal | 15 | 6 and 17 |
| v. Post-termination obligations | 7.03 and 16 | 17 |
| w. Non-competition covenants | 7, 13.02 and 16.03 | 17 |
| x. Dispute resolution | 18 | 17 |
| y. Personal Guaranty | Exhibit C | 16 |

**ITEM 10
FINANCING**

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

CPS Sites entered into a Master Sublease Agreement dated February 25, 2021 (“Master Sublease”) with Concept Development Solutions, LLC (“Sublandlord”) for the operation of Charleys Restaurants in Walmart Locations. Sublandlord is a party to a Master Lease Agreement dated May 10, 2012 (“Master Lease”) with Wal-Mart Stores East, LP, Wal-Mart Stores, Inc., Wal-Mart Louisiana LLC, Wal-Mart Stores Texas, LLC and Wal-Mart Stores Arkansas, LLC (“Master Landlord”).

If you are approved to operate your Restaurant in a Walmart Location and execute a Letter of Acceptance, Master Landlord and Sublandlord will execute an “Attachment A” for the premises that will be incorporated into the Master Lease. Sublandlord and CPS Sites will then

execute and issue a sublease for the premises (“Sublease”) to which the Attachment A attaches and incorporates into. In some cases, an Attachment A, Letter of Acceptance, and Sublease have already been executed between Sublandlord and CPS Sites. These documents are referred to as “Omnibus Attachment A,” “Omnibus Letter of Acceptance,” and “Omnibus Sublease” You will then sign a Sub-Sublease with CPS Sites for the premises. You should read the Master Lease, Master Sublease, Sublease and Sub-Sublease carefully. The precise terms of your Sub-Sublease will vary depending on the specific terms of the underlying Master Lease, Master Sublease and Sublease; however, the general terms of the Sub-Sublease are set forth below.

SUMMARY OF SUB-SUBLEASE TERMS FOR WALMART LOCATIONS

| Item | Requirement | Summary of Obligations |
|--|---|---|
| Term | 10 years as modified by the Master Lease | This is an option to extend the Sub-Sublease for 5 years upon mutual consent. (Section 2). If the Master Sublease is terminated, the Sub-Sublease will automatically terminate. |
| Advance Payment | \$1,000 | Payable when you sign the Sub-Sublease. The Advance Payment is applied against subsequent amounts due under the Sub-Sublease. (Section 4) This fee is passed through to the Sublandlord under the Master Sublease. |
| Placement Fee | \$750 | Payable when you sign the Sub-Sublease. (Section 4) This fee is passed through to the Sublandlord under the Master Sublease. |
| Rent/CAM/Utility Fee | 10% of weekly Gross Sales with a minimum of \$250/week | Payable by electronic funds transfer on or before Wednesday of each week. You may not pre-pay rent under the Sub-Sublease. (Section 4) Any late payment of Rent shall be subject to late charges and interest in the Master Sublease as applicable to the Sub-Subleased premises. |
| Digital Menu Board Support Fee | \$15/week | Payable by electronic funds transfer on or before Wednesday of each week. (Section 4) This fee is mostly passed through to the Sublandlord under the Master Sublease. |
| Leased Premises Improvement Charge (for new or relocated restaurants only) | \$59,500; If applicable, this amount will be designated in the underlying Sublease. (Section 4) | Due 10 days prior to the delivery date. This fee is passed through to the Master Landlord under the Master Lease. |
| Architectural Fee (for new, relocated or expanded restaurants only) | \$4,500; If applicable, this amount will be designated in the underlying Sublease. (Section 4) | Due 10 days prior to the delivery date. This fee is passed through to the Master Landlord under the Master Lease. |
| Security Required | Guaranty (Section 13); Security interest in all furniture, fixtures and equipment (Section 9.(b)) | Your owners or affiliate must sign the Guaranty, a copy of which is included with the Sub-Sublease. |

| Item | Requirement | Summary of Obligations |
|------------------------|---|---|
| Default | Default of obligations under Sub-Sublease; default beyond the applicable cure period under the Franchise Agreement or any agreement with CPS Sites, Gosh Enterprises, and their affiliates. | (Section 9) |
| Early Termination | Walmart and CPS Sites LLC have the option to terminate the Master Sublease/Sub-Sublease with 180 days written notice. | See Attachment A/Omnibus Attachment A. |
| Liability Upon Default | Loss of franchise and termination of Franchise Agreement | If suit is brought on account of a default and the default is established, you must pay all expenses of the suit including reasonable attorney's fees. (Section 11) |

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

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

Our Obligations Before Opening

Before you open your Restaurant, we will:

1. If a location for your Restaurant has not been identified in Exhibit B to the Franchise Agreement by the time the Franchise Agreement is signed, we will provide you with our standard site selection criteria and on-site evaluations as we deem appropriate. (Franchise Agreement, Section 3.01)
2. Provide you guidance with respect to leasing or subleasing the Restaurant premises as we deem appropriate. We have the right to approve the terms of any lease, sublease, or purchase contract for the premises. (Franchise Agreement, Section 3.03)
3. Furnish you with prototype plans for the development of a Charleys Restaurant. The prototype plans are to be used as a guideline for your use in developing a final set of plans for construction of the Restaurant. We will provide additional guidance to you in developing the Restaurant and on-site inspections of sites as we deem appropriate. (Franchise Agreement, Section 3.04)
4. We will provide a list of approved types, brands, models and suppliers for all required equipment, furnishings, fixtures and signs for your Restaurant. (Franchise Agreement, Section 3.05). We do not currently supply any of these items to you.

5. If you have not previously owned or managed a Charleys Restaurant, we will provide you with opening assistance in beginning operations (Franchise Agreement, Section 3.06).
6. Provide initial training to you (or your Operating Partner, as defined in Item 15) and your manager. This training is described in detail later in this Item. (Franchise Agreement, Section 4.01); and
7. Provide you with access to our Operations Manual containing our mandatory and suggested standards, specifications and operating procedures relating to the development and operation of Charleys Restaurants, specifications and suggested pricing for authorized food products, materials, supplies and equipment, and methods of inventory control, storage, product handling, training and management, and bookkeeping, accounting and record keeping systems and forms. (Franchise Agreement, Sections 4.03, 7.01 and 9.04). The table of contents of the Operations Manual as of the date of this disclosure document is attached as Exhibit B. As of the date of this disclosure document, the Operations Manual contained contains approximately 155 pages.

Our Obligations After Opening

During the operation of your Restaurant, we will:

1. Provide periodic and additional training courses, quality assurance programs, conferences (including annual conferences) and seminars to you and your employees (Franchise Agreement, Section 4.01);
2. Provide periodic guidance to you with regard to the System, including improvements and changes, and your Restaurant. Such guidance will be furnished in the form of the Operations Manual, bulletins and other written materials, consultations by telephone or in person at our offices or at your Restaurant, or by any other means of communications. (Franchise Agreement, Section 4.02);
3. Periodically modify the Operations Manual to reflect changes in standards, specifications and operating procedures (Franchise Agreement, Section 4.03);
4. Periodically issue specifications, standards, methods and operating procedures for Charleys Restaurants (Franchise Agreement, Section 9); and
5. Administer the Marketing Fund for the development of advertising and related programs and materials (Franchise Agreement, Section 10.01).
6. Inspect the Restaurant; observe, photograph, record, audio-tape and/or video tape the operations of the Restaurant; remove samples of any food and beverage products, materials or supplies for testing and analysis; and interview personnel and customers of the Restaurant. (Franchise Agreement, Section 12.01)

Typical Length of Time before You Open Your Charleys Restaurant

We estimate the time from the date you sign the Franchise Agreement to the date you open your Restaurant to be between 180 to 240 days. However, this time estimate may vary depending on numerous factors including location, local ordinances and regulations, construction schedules and financing.

Site Selection

Before you acquire, by lease or purchase, any site for a Restaurant, you must submit to us for acceptance within 180 days after signing the Franchise Agreement (the “Site Selection Period”) a complete site application form for the Charleys Restaurant that you propose to operate and that you in good faith believe to conform to our standard site selection criteria. We will review each site application form and determine whether to accept or reject the site after considering factors we deem appropriate, including the general location, neighborhood and distance to any other Charleys Restaurant, and whether the proposed premises meet our size and configuration standards and requirements. (Franchise Agreement, Section 3.01)

You must purchase or lease the premises for your Restaurant within 30 days after you sign the Franchise Agreement if you have previously had a site approved by us or within 30 days after we approve as site if we have not approved your site by the date that you sign the Franchise Agreement. You may not execute a lease, sublease or purchase contract or any modification of the lease, sublease or purchase contract without our approval. Any lease or sublease for the premises must contain certain provisions described in Section 3.03 of the Franchise Agreement. (Franchise Agreement, Section 3.03)

If you and we are unable to mutually agree on an acceptable site for your Restaurant during the Site Selection Period or if you fail to lease, sublease or purchase the site for your Restaurant within 30 days after we accept the site, you and we have the right to terminate the Franchise Agreement, effective upon notice. We may, in our sole discretion and at your request, grant one or more extensions to the Site Selection Period and you would have to pay a \$2,500 fee for each extension. (Franchise Agreement, Section 3.01)

Development of the Premises

You are responsible for developing your Restaurant, for all expenses associated with it and for compliance with the requirements of any applicable federal, state or local law, code or regulation, including those concerning the Americans with Disabilities Act or similar rules governing public accommodations for persons with disabilities. We will furnish you with the “prototype” plans for a Charleys Restaurant. You must start construction or renovation of the Restaurant within 90 days after you have leased, subleased or acquired the premises for the Restaurant. You must complete construction or renovation of the Restaurant within 90 days after the start of construction. You must open the Restaurant within 30 days after the date of construction or renovation is completed. Any extensions of time are subject to our approval, which we may withhold at our discretion. (Franchise Agreement Section 3.04)

You must purchase or lease all required equipment, furnishings, fixtures and signs for your Restaurant, which must be only such types, brands and models of fixtures, furniture,

equipment, signs and supplies which we approve for Charleys Restaurants. You may purchase or lease approved types, brands or models of fixtures, furniture, equipment, signs and supplies only from suppliers approved by us. From time to time, we may modify the list of approved types, brands, models and/or suppliers. If you propose to purchase any item from a supplier that we have not previously approved, you must notify us and submit to us such information as we may request. We may impose reasonable inspection and supervision fees on approved suppliers to cover our costs.

Advertising

We may allocate the Advertising and Promotion Obligation (“**APO**”) at our discretion between the Marketing Fund, Local Store Marketing (“**LSM**”), or an advertising cooperative. We have the right, following written notice to you, to increase and reallocate the APO. We may not increase the APO above 5% of Gross Sales; however, this limitation on us does not prevent the Restaurant’s advertising cooperative from requiring a special regional promotional expenditure, that when added to your Marketing Fund contribution, advertising cooperative contribution and LSM expenditures, results in a total APO in excess of 5% of Gross Sales.

Currently, the APO for CPSW Restaurants operated in Walmart Locations and for CPS Restaurants is 3% of Gross Sales, 1% of which you must contribute to the Marketing Fund and 2% of which you must spend on LSM.

Currently, the APO for CPSW Restaurants that are not operated in Walmart Locations is 4% of Gross Sales, 1% of which you must contribute to the Marketing Fund and 3% of which you must spend on LSM.

Marketing Fund

We have established and administer the Marketing Fund for the creation and production of marketing materials and preparation of advertising campaigns. We may designate a successor entity to administer the Marketing Fund. If you operate a Restaurant, you must contribute to us amounts that we establish from time to time, not to exceed 5% of Gross Sales, which are payable weekly together with the royalty fees due under the Franchise Agreement. Restaurants that we and our affiliates own will contribute to the Marketing Fund on the same basis. Currently, CPS Restaurants and CPSW Restaurants contribute 1% of Gross Sales the Marketing Fund. All domestic franchised and company-owned Restaurants contribute on the same basis to the Marketing Fund based on type of restaurant. Some third party vendors also contribute to the Marketing Fund. We do not use funds from the Marketing Fund for advertising that is principally a solicitation for the sale of new franchises.

Although the Marketing Fund is intended to maximize general recognition and patronage of the Marks for the benefit of all Charleys Restaurants, we cannot assure you that any particular Charleys Restaurant will benefit directly or pro-rata from the placement of advertising. We are not required to place any advertising materials in the area where your Restaurant is located. Funds contributed to the Marketing Fund may be used to pay for the cost of preparing and producing materials and programs we select, including video, audio and written advertising materials, and for the cost of employing advertising agencies and in-house staff and supporting market research activities. We may furnish you with marketing,

advertising and promotional materials at cost, plus any related administrative, shipping, handling and storage charges.

We will account for the funds in the Marketing Fund separately from our other funds and will not be used to defray any of our general operating expenses, except for reasonable salaries, administrative costs and overhead we may incur in activities related to the administration of the Marketing Fund and its programs, including conducting market research, preparing advertising and marketing materials, travel costs and meeting expenses and collecting and accounting for contributions to the Marketing Fund. All disbursements from the Marketing Fund shall be made first from income and then from contributions. We may spend in any fiscal year an amount greater or less than the aggregate contributions of all Charleys Restaurants to the Marketing Fund in that year, and we may borrow from affiliates or other lenders to cover deficits in funds or invest any surplus for future use.

We will prepare annually an unaudited statement of monies collected and costs incurred by the Marketing Fund and furnish you a copy upon your written request. We are not obligated to make Marketing Fund expenditures for you which are equivalent or proportional to your contributions, or to ensure that any particular franchisee benefits directly or pro rata from expenditures by the Marketing Fund. Except as otherwise expressly provided in the Franchise Agreement, we do not assume any direct or indirect liability or obligation with respect to the maintenance, direction or administration of the Marketing Fund. We do not act as trustee or in any other fiduciary capacity with respect to the Marketing Fund. We have the right to terminate and discontinue the Marketing Fund at any time, effective upon notice.

Through the Marketing Fund, we create and produce marketing materials, advertising campaigns and related programs and we make available these materials and campaigns to Charleys Restaurants and advertising cooperatives. We are not required to spend any amount on advertising in the area where your Restaurant is located. Charleys Restaurants and advertising cooperatives are responsible for placing and buying these materials and campaigns with various media, including television, radio, magazine, newspaper, billboards, transit and aerial advertising. Currently, the marketing program is predominately in-store printed POP, and digital marketing advertising and platforms. The advertising materials and campaigns are developed by independent advertising firms and our in-house advertising department. We do not have an advertising council composed of franchisees that advises us on our advertising policies.

We maintain the books and records for the Marketing Fund based on a calendar year end. For the calendar year ended December 31, 2022, the Marketing Fund had expenditures in the following categories: 28% for point of purchase items and merchandising; 23% for digital marketing; 11% for social media; 2% for public relations; 9% for guest feedback and research; and 27% for administrative costs and salaries.

Advertising Cooperatives

We have the right to establish local and/or regional advertising cooperatives for Charleys Restaurants in your local or regional area, covering such geographical areas as we may designate from time to time. As of the date of this disclosure document, we have not established any advertising cooperatives. However, we intend to establish them when

appropriate and anticipate that, generally, we will designate advertising cooperative areas by determining Designated Market Areas as defined by Nielsen.

If and when established, you must participate in such advertising cooperative(s) and its programs (other than price advertising, as to which you may choose not to participate) and abide by its by-laws and other written agreements. We have not developed a form advertising cooperative agreement for use by the cooperatives as of the date of this disclosure. Whether the cooperatives must prepare annual or periodic financial statements has not been determined. If advertising cooperatives are established, you may obtain an accounting of the advertising cooperative upon written request. We have the right in our sole discretion to form, change, dissolve or merge advertising cooperatives.

If and when established, you will be required to contribute such amounts to the advertising cooperative(s) as they determine from time to time in accordance with their by-laws. Any Restaurants owned by us or any of our affiliates located in such designated local or regional area(s) will contribute to the cooperative(s) on the same basis. Contributions to such cooperatives are credited toward your APO; however, if we provide you and your cooperative 90 days' notice of a special promotion, you must participate in such promotion and pay to us any advertising fees assessed in connection with the special promotion, beginning on the effective date of such notice and continuing until such promotion is concluded. Any such special regional advertising fees shall be in addition to, and not credited towards, the APO required by the Franchise Agreement.

Advertising conducted by the cooperatives may be in various media, including television, radio, magazine, newspaper, billboards, transit and aerial advertising. The cooperatives will not use any funds for advertising that is principally a solicitation for the sale of franchises.

Local Store Marketing

You must spend for approved LSM on a quarterly basis, the difference between our established APO and the amount you contribute to the Marketing Fund or an advertising cooperative. Currently, CPSW Restaurants located in Walmart Locations and CPS Restaurants are required to spend 2% of Gross Sales and CPSW Restaurants that are not located in Walmart Locations are required to spend 3% of Gross Sales for approved LSM.

Within 30 days after the end of each fiscal quarter, if requested by us, you must provide us or our designee copies of all documentation demonstrating the amount and types of LSM expenditures made by you in the prior fiscal quarter. For these purposes, LSM expenditures include: amounts spent for advertising media, such as television, radio, newspaper, billboards, posters, direct mail, yellow pages, collateral promotional and novelty items, digital or social media advertising, advertising on public vehicles, such as taxis and buses, and, if not provided by us, the cost of producing approved materials necessary to participate in these media. Advertising expenditures do not include amounts spent for items which we, in our reasonable judgment, deem inappropriate for meeting the minimum advertising requirement, including permanent on-premises signs and menu boards, lighting, menus, premiums, discounts, loyalty programs, free offers, and employee incentive programs.

If, in any fiscal year, you spend less than the required amount for the Restaurant for authorized LSM expenditures, you must contribute the difference between the required amount and the amount actually spent in that fiscal year to the Marketing Fund within 110 days after demand for payment is sent to you. In determining whether you have spent the required amount for the Restaurant for these purposes in any fiscal year, only expenditures made in that fiscal year will be counted and there will be no carryover from a previous fiscal year of any expenditures.

You must submit to us for our prior approval, samples of all advertising and promotional materials not prepared or previously approved by us and that vary from our standard advertising and promotional materials. You may not use any advertising or promotional materials that we have disapproved.

You may not promote, offer or sell any products or services relating to your Restaurant, nor use any of the Marks, through the Internet, any Web site or any other similar future technological avenues without our consent, which consent may be withheld for any reason or no reason. In connection with any such consent, we may establish such requirements as we deem appropriate, including (1) obtaining our prior written approval of any Internet domain name and home page addresses and social networking sites; (2) submission for our approval of all Web site and social networking pages, materials and content; (3) use of all hyperlinks and other links; (4) restrictions on use of any materials (including text, video clips, photographs, images and sound bites) in which any third party has any ownership interest; and (5) obtaining our prior written approval of any modifications.

As part of your ongoing marketing efforts and to build up the goodwill of your Restaurant in your community, we have the right to require you to participate in charitable programs and/or fundraising campaigns (which may include, but are not limited to, the use of donation boxes placed in your Restaurant and product promotions), all proceeds of which will be donated or used for charitable purposes. Franchised Charleys Restaurants currently donate \$.03 of each combo meal sold, which is bolstered by our contribution of \$.03 and our beverage vendor's contribution of \$.04, and customer contributions to donation boxes to the Charleys Kids Foundation.

Computer Hardware and Software

You must record all sales on POS Systems designated or approved by us. Your POS System must be fully compatible with our computer system and must include an information interface capability to communicate electronically with our computer system. You must maintain your POS System to be approachable from our computer system for us to access and retrieve all data in your POS System at all times. You must also purchase at least one ordering kiosk for your Restaurant.

Currently, we have approved the Brink POS System from ParTech, Inc., and Bite Kiosk the cost of which will range from approximately \$12,536 (for two POS terminals and two kitchen video displays and one kiosk) to \$30,312 (for four POS terminals and six kitchen video displays and two kiosks)). We may require you to obtain equipment (including telephone and data lines), software, and/or services to facilitate communications between your POS System and our computer system. You must purchase a support contract from ParTech for the Brink POS System at a cost of, \$160 per month for up to two POS terminals

and two kitchen video displays; and \$270 per month for four POS terminals and six kitchen video displays and an additional \$120 per month for kiosk software service.

For CPSW Restaurants and CPSW Restaurants located within a Walmart Location, you must purchase, lease, and install in-restaurant media equipment from our approved vendor, which is currently MoodMedia.

Currently, we do not require the use of any other proprietary software or related services, but may do so in the future. If we require you to use other proprietary software or related services, you agree to execute and comply with such software license agreements as we deem necessary to protect our interests, and you agree to pay such license, training, and maintenance or service fee as we deem reasonably appropriate.

You have an obligation to upgrade your computer hardware and software whenever we require it, without limitations on cost or frequency. We have no obligation to assist you in obtaining hardware, software or related services. Neither we, our affiliates, nor any third parties are required to provide ongoing maintenance, repairs, upgrades, or updates to your computer system.

There are no contractual limits on our independent access to the information and data generated by your POS System. We have the right to use the data we collect for any purpose, except that we shall not provide financial data to third parties, outside of our system or network, in such a form that readily identifies the Restaurant, unless we are required to do so by law, regulation, or order.

Training

If you (or your Operating Partner) or any of your managers of the Restaurant have not previously completed to our satisfaction our initial training program, then prior to opening the Restaurant, you (or your Operating Partner) and all such managers, as applicable, must attend and successfully complete an initial training program on the operation of a Charleys Restaurant in Columbus, Ohio at such time(s) as we designate. At least two people including you (or your Operating Partner) must complete the initial training program to our satisfaction or we may terminate your Franchise Agreement. The initial training program must be completed before you open the Restaurant.

The initial training program lasts three weeks and will be scheduled according to our annual training schedule. The initial training program is held throughout the year and the schedule of training is based on the availability of space, the number of trainees, and the availability of instructors. The subjects covered, approximate hours of classroom and on-the-job training, and other information about our initial training program are described below:

TRAINING PROGRAM

| SUBJECT | HOURS OF CLASSROOM TRAINING | HOURS OF ON-THE-JOB TRAINING | LOCATION* |
|--|-----------------------------|------------------------------|----------------|
| Restaurant Ops Food Safety; Crew Positions Certifications; Training team members; | 5 | 45 | Columbus, Ohio |
| Management Training Core Values, Operations Business Review, Operational Standards; Management/leadership proficiency; Marketing and Ops Administration; Guest Service proficiency; Guest Feedback | 50 | 50 | Columbus, Ohio |
| Total Hours: 150 | 55 | 95 | |

Instructional materials for the initial training program include the Operations Manual, E-Learning system (learning management platform), standard forms and training manuals.

* We will periodically designate restaurants as “Certified Training Restaurants” and may also designate additional company-owned and/or franchised Charleys Restaurants as suitable locations where training will be conducted. We will determine the specific Restaurant locations for training on a case-by-case basis on a variety of factors, including proximity to the location where your Restaurant will be operated, convenience for both you and us, the status of the Charleys Restaurants in the market at that time, the capacity of the Certified Training Restaurants, availability of managers, and other factors. The locations are subject to change by us.

Training is conducted monthly by our staff and under the supervision of Chris Titshaw, our Senior Director of Training and Development. Mr. Titshaw joined us in 2021 and has in excess of 16 years of training experience in the food service industry. Our training staff consists of John Hammond, our Director of Training, who has more than 28 years of experience in training our restaurant operators, and additional restaurant management personnel who have relevant experience in our operations and the subject matter being taught. The initial training program consists of hands-on training covering all phases of restaurant operations, including food safety standards, an annual food safety certification process, food preparation, equipment operation and maintenance, cost control, inventory control and basic techniques of management.

You must replace any manager who fails to successfully complete a training program or who is otherwise not qualified to manage a Restaurant. You will be responsible for all

compensation and expenses (including travel, meals and lodging) incurred in connection with any training programs. Neither you nor your employees will receive any compensation from us for services performed during training.

We may require you (or your Operating Partner) and your employees to attend and successfully complete other training courses, quality assurance programs, conferences (including annual conferences) and seminars at such locations as we may designate (“Ongoing Training”). You must pay our then-current fees for any Ongoing Training and you will be responsible for all expenses incurred by your participants (including, but not limited to, travel, meals, lodging and wages or salaries and benefits), which currently vary from \$1,500 to \$3,500 per program. Although we do not currently do so, we reserve the right to impose a fee for your failure to attend Ongoing Training.

You must establish at the Restaurant an employee training program meeting our standards. Your Restaurant employees that operate as crew members or managers must be active users of our learning management platform as this is the primary vehicle for the delivery of our restaurant training programs. All crew members are required to be properly certified (as defined by us) for the positions in which they work to ensure that brand standards are met. You must maintain a competent, conscientious, trained staff in numbers sufficient to promptly service customers, including specified positions and minimum staffing levels that we may establish from time to time in the Operations Manual. We do not provide any assistance to you with respect to the hiring of your employees.

ITEM 12 TERRITORY

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

The Franchise Agreement grants to you the right to own and operate a Charleys Restaurant at a specific location. The Franchise Agreement does not authorize you to sell products through other channels of distribution. You may not conduct the business of your Restaurant at any site other than the premises, or relocate your Restaurant, without our prior written consent. The Franchise Agreement does not provide you with any options, rights of first refusal, or similar rights to acquire additional franchises.

We and all of our affiliates (and our respective successors and assigns, by purchase, merger, consolidation or otherwise) retain all of our rights and discretion with respect to the Marks, the System and Charleys Restaurants anywhere in the world, and the right to engage in any business whatsoever, including the right to:

- (1) operate, and grant others the right to operate, Charleys Restaurants at locations and on terms and conditions we deem appropriate;
- (2) sell any products or services under the Marks or under any other trademarks, service marks or trade dress, through other channels of distribution (including the Internet, catalog sales, telemarketing, or other direct marketing); and

(3) operate, and grant to others the right to operate, restaurants identified by trademarks, service marks or trade dress, other than the Marks, under terms and conditions we deem appropriate.

As noted in Item 1, our affiliates, LHL and LSL franchise and operate Lennys Restaurants. Lennys Restaurants offer sandwiches, some of which are similar to those offered in Charleys Restaurants. There may be now or in the future be Lennys Restaurants located in the same market as current and future Charleys Restaurants. These Lennys Restaurants could be affiliate-operated, franchised or both. If there is a conflict between you and us caused by a Lennys Restaurant or between a Charleys franchisee and a Lennys franchisee, our management team will attempt to resolve the conflict after taking into account the specific facts of each situation and what is in the best interests of the affected system or systems. However, we are not responsible for resolving conflicts between or among Charleys franchisees, or between or among a Charleys franchisee and a Lennys franchisee. LHL and LSL share our principal business address. We do not plan to maintain physically separate offices or training facilities for the Charleys and the Lennys brands.

Except as previously described in Item 1 and in this Item 12, neither we nor any of our affiliates have established or presently intends to establish, other franchises or affiliate-operated outlets selling or leasing similar products or services under a different trade name or trademark; however, we retain the right to do so in the future.

ITEM 13 TRADEMARKS

We registered the following principal Marks on the Principal Register of the United States Patent and Trademark Office (“USPTO”) and all required affidavits of use and renewals have been filed:

| Mark | Registration Number | Registration Date |
|---|---------------------|-------------------|
|  | 4291732 | February 19, 2013 |
| Charleys Philly Steaks | 3779422 | April 20, 2010 |
|  | 5275660 | August 29, 2017 |
|  | 5318831 | October 24, 2017 |

| Mark | Registration Number | Registration Date |
|---|---------------------|-------------------|
|  | 5589104 | October 23, 2018 |
|  | 6035018 | April 14, 2020 |
| Charleys Cheesesteaks (words only) | 6755905 | June 7, 2022 |
|  | 6907897 | November 22, 2022 |

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation, involving these marks. There are no agreements currently in effect which significantly limit our right to use or license the use of these marks in a manner material to the franchise.

From time to time, we become aware of other users of names, marks and/or restaurant building designs that may be confusingly similar to these marks or our distinctive building design. Where appropriate, we will take legal action. We are not aware of any superior prior rights or infringing uses that could materially affect your use of these marks.

The Franchise Agreement grants you the right to use our current and future trademarks, service marks, and trade dress used to identify the services and/or products offered by Charleys Restaurants, including our distinctive building designs and color schemes. If we believe, in our sole discretion, that it is advisable for us or you to modify or discontinue use of any Mark or use one or more additional or substitute trademarks, service marks or trade dress, you must comply with our directions. We will have no liability or obligation for your modification or discontinuance of any Mark or promotion of a substitute trademark, service mark or trade dress.

You must immediately notify us of any apparent infringement of or challenge to your use of any Mark, or claim by any person of any rights to any Mark and you must not communicate with any person other than us and our counsel in connection with any infringement, challenge or claim. We will have sole discretion to take any action we deem appropriate and will have the right to control exclusively any litigation or USPTO or other administrative proceeding arising out of any infringement, challenge or claim or otherwise relating to any Mark. You must execute any and all instruments and documents, provide assistance and do such acts and things as, in the opinion of our counsel, may be necessary or

advisable to protect our interests in any litigation or USPTO or other administrative proceeding or otherwise to protect our interests in the Marks.

We will indemnify you against, and reimburse you for, all damages for which you are held liable in any proceeding arising out of your authorized use of any Mark under the Franchise Agreement and, except as provided in the Franchise Agreement, for all costs you reasonably incur in defending any claim brought against you or any proceeding in which you are named as a party, if you have timely notified us of such claim or proceeding and you and your owners are in compliance with the Franchise Agreement and all other agreements entered into with us and our affiliates. At our sole discretion, we will be entitled to prosecute, defend or settle any proceeding arising out of your use of any Mark, and, if we decide to prosecute, defend or settle any such matter, we will have no obligation to indemnify or reimburse you for any fees or disbursements of counsel retained by you.

ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

There are no patents or pending patent applications that are material to the franchise. We claim copyright protection for our Operations Manual and printed advertising and promotional materials. We have not registered the materials to which we claim copyright protection.

We consider certain information relating to the development and operation of Charleys Restaurants to be our trade secrets and proprietary information. This information includes:

- (1) ingredients, recipes and methods of preparation and presentation of certain food products;
- (2) site selection criteria for Charleys Restaurants and plans and specifications for the development of Charleys Restaurants;
- (3) sales, marketing and advertising programs and techniques for Charleys Restaurants;
- (4) identity of suppliers and knowledge of specifications and pricing for authorized food products, materials, supplies and equipment;
- (5) knowledge of operating results and financial performance of Charleys Restaurants, other than your own Restaurant;
- (6) methods of inventory control, storage, product handling and management of Charleys Restaurants;
- (7) computer systems and software programs; and
- (8) any and all other information we provide you that is designated orally or in writing as proprietary or confidential or by its nature would reasonably be understood to be proprietary or confidential, regardless whether such information is specifically designated as proprietary or confidential.

All recipes, processes, ideas, concepts, advertising and promotional materials, website pages and content, methods, techniques or materials used or useful to a quick service restaurant business, whether or not constituting protectable intellectual property (collectively, the “Materials”), that you create, or that are created on your behalf, in connection with the development or operation of your Restaurant must be promptly disclosed to us. If we adopt any of such Materials as part of the System, or deem them to be sufficiently related to us and our business to be considered proprietary, they will be deemed to be our sole and exclusive property and deemed to be Works-made-for-Hire for us, and to the extent the Materials may for any reason not be considered a Work-made-for-Hire, you will be required to irrevocably convey, grant, transfer and assign to us all right, title and interest which you may have now or in the future in and to the Materials.

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

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. Nor are there any agreements currently in effect which significantly limit our right to use or authorize you to use the copyrighted materials. Further, there are no infringing uses actually known to us that could materially affect your use of the copyrighted materials in any state. Except as noted above, we are not required by any agreement to protect or defend copyrights or confidential information, although we will do so when this action is in the best interest of our franchise system.

ITEM 15
OBLIGATION TO PARTICIPATE
IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

If you are, or at any time become, a business corporation, partnership, limited liability company or other legal entity, you must designate in Exhibit A to the Franchise Agreement as the “Operating Partner” an individual approved by us who must: (1) own and control, or have the right to own and control (subject to conditions reasonably acceptable to us), at least 10% of your equity and voting rights; (2) have the authority to bind you regarding all operational decisions with respect to your Restaurant; and (3) have completed our training program to our satisfaction.

You (or your Operating Partner): (1) shall exert your full-time and best efforts to the development and operation of your Restaurant and all other Charleys Restaurants you own; and (2) may not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility or time commitments or otherwise may conflict with your obligations under the Franchise Agreement. Except as provided in the Operations Manual, your Restaurant at all times must be managed by you (or your Operating Partner) or by a manager who has completed our training program to our satisfaction.

If you are a partnership, corporation, limited liability company or other legal entity, each owner must undertake to be personally bound, jointly and severally, by your obligations under the Franchise Agreement. A copy of the personal guaranty is attached as Exhibit C to the Franchise Agreement.

ITEM 16
RESTRICTION ON WHAT THE FRANCHISEE MAY SELL

We require you to sell all food, beverage and other products and services that we determine from time to time to be appropriate for your Restaurant. You are not restricted as to the customers whom you may serve at the Restaurant.

Your Restaurant will not be permitted to offer any products or services (including promotional items) not authorized by us for Charleys Restaurants without our prior written approval. We have the right to change the types of authorized goods and services, and there are no limits on our right to make changes. You may not use your Restaurant for any purpose other than the operation of a Charleys Restaurant in compliance with the Franchise Agreement.

You must at all times maintain an inventory of approved food products, beverage, ingredients and other products sufficient in quantity, quality and variety to realize your Restaurant's full potential.

We may conduct market research to determine consumer trends and salability of new food products and services. You are required to participate in our market research programs by test marketing new food products and services in your Restaurant and providing us with timely reports and other relevant information regarding such market research. You must purchase a reasonable quantity of such test products, which can range from \$1,000 to \$6,000, and make a reasonable effort to sell them.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

| PROVISION | SECTION IN FRANCHISE AGREEMENT | SUMMARY |
|-------------------------------------|---------------------------------------|---|
| a. Length of the franchise term | 2.01 | 10 years; however, if your lease or other agreement for the Restaurant has a shorter term, we may reduce the term of your Franchise Agreement to coincide with that term. |
| b. Renewal or extension of the term | 15 | You may renew the franchise under the terms of our then current form of franchise agreement. |

| PROVISION | SECTION IN FRANCHISE AGREEMENT | SUMMARY |
|---|---|--|
| c. Requirements for franchisee to renew or extend | 15 | You must give 180-days prior notice. If you are in compliance with all terms of all agreements, you must sign a new franchise agreement, sign a general release, pay the renewal franchise fee, and remodel the Restaurant. The new agreement may have terms and conditions materially different from your original franchise agreement. |
| d. Termination by franchisee | 3.01 | If you and we are unable to mutually agree on an acceptable location for your Restaurant during the Site Selection Period, or you fail to lease or purchase the accepted location for your Restaurant within 30 days after we accept the location, you may terminate the Franchise Agreement. |
| e. Termination by franchisor without cause | Not Applicable | |
| f. Termination by franchisor with cause | 14 | We can terminate only for specified causes. |
| g. "Cause" defined: curable defaults | 14.03 | You have, 5 days to cure monetary defaults and 30 days to cure any other defaults of the Franchise Agreement. |
| h. "Cause" defined: non-curable defaults | 14.01 and 14.02; Walmart Addendum: Section 3 | Includes failure to obtain our acceptance of a location for the Restaurant during the Site Selection Period, failure to lease or purchase the accepted location for your Restaurant within 30 days after we accept the location, insolvency, failure to open or abandonment of business, cancellation of lease, failure to cure lease or sublease default within 30 days, failure to satisfactorily complete the initial training program, misrepresentations, conviction of a felony, actions adversely affect goodwill of Marks, unauthorized transfer, unauthorized disclosure of |

| PROVISION | SECTION IN FRANCHISE AGREEMENT | SUMMARY |
|---|--------------------------------|--|
| | | <p>confidential information, failure to remedy health violations within 24 hours; default or termination of other agreement, repeated breaches of the agreement.</p> <p>We can terminate your Franchise Agreement for a Walmart Location if your Sub-Sublease Agreement is terminated or expires.</p> |
| i. Franchisee's obligations on termination/ nonrenewal | 16 | Pay amounts owed including liquidated damages, discontinue use of Marks and confidential information; return manuals. |
| j. Assignment of contract by franchisor | 19.04 | No restriction on our right to assign. |
| k. "Transfer" by franchisee- defined | 13.01 | Includes transfer of agreement, sale of business and ownership changes. |
| l. Franchisor approval of transfer by franchisee | 13.02 and 13.03 | We have the right to approve all transfers but will not unreasonably withhold approval if certain conditions satisfied. |
| m. Conditions for franchisor approval of transfer | 13.02 | <p>Restaurant must have opened. Transferee must qualify, complete training, assume existing agreement for remaining term or sign new agreement, and pay transfer fee; you must guaranty transferee's obligations. You must be in compliance with agreements; subordinate debts and sign a release and non-compete for each transferred restaurant; we must approve price and payment terms; you must do other things we request.</p> |
| n. Franchisor's right of first refusal to acquire franchisee's business | 13.06 | We can match any offer for your Restaurant. |

| PROVISION | SECTION IN FRANCHISE AGREEMENT | SUMMARY |
|---|--------------------------------|---|
| o. Franchisor's option to purchase franchisee's business | 16.04 | We may acquire your Restaurant upon expiration (without renewal of the franchise) at fair market value and upon termination at appraised asset value or net book value, whichever is less. |
| p. Death or disability of franchisee | 13.05 | Franchise Agreement must be assigned by estate or personal representative within three months of death or permanent disability to a third party we have approved. |
| q. Non-competition covenants during the term of the franchise | 7.02 | No involvement in any competitive business regardless of its location. A competitive business is a fast food, quick-service, or fast casual restaurant: (1) featuring submarine sandwiches or other food items now or in the future featured by Charleys Restaurants; (2) offering and selling submarine sandwiches and for which the sale of such sandwiches constitutes 10% or more of its sales (or such sales from a single location constitute 10% or more of the total sales of that location) during any calendar quarter or calendar year; or (3) any other business that is the same as or similar to the Charleys Restaurant concept, as it evolves or changes over time. |
| r. Non-competition covenants after the franchise is terminated or expires | 7.03 | You may not operate a competitive business for two years at your Restaurant premises or within a three mile radius of the premises of another Charleys Restaurant in operation or under construction; or be involved in any entity that grants franchises, licenses, or other interest to others to operate a competitive business. |

| PROVISION | SECTION IN FRANCHISE AGREEMENT | SUMMARY |
|---|---------------------------------------|--|
| s. Modification of the agreement | 18.10 | Generally, no modifications except by written agreement signed by both parties. However, we may modify the Operations Manual and the System. |
| t. Integration/merger clause | 19.05 | Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside this disclosure document and the Franchise Agreement may not be enforceable. |
| u. Dispute resolution by negotiation, mediation & arbitration | 18.01 | On demand by either party, all controversies, disputes or claims must be arbitrated. |
| v. Choice of forum | 18.01 | Subject to state law, arbitration will be held in the city closest to our principal business address (currently, Columbus, Ohio). If a dispute is not arbitrated, then the dispute will be adjudicated in Ohio state and federal courts. |
| w. Choice of law | 18.04 | Subject to state law, Ohio law applies. |

**ITEM 18
PUBLIC FIGURES**

We do not use any public figure to promote the sale of our franchises.

**ITEM 19
FINANCIAL PERFORMANCE REPRESENTATION**

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 the information is included in the franchise 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 performance at a particular location or under particular circumstances.

There were 613 franchised Restaurants in operation as of December 31, 2022. The Statement Of Average Gross Sales below presents information about the historic annual sales of 519 franchised Restaurants that were open during the entire 2022 calendar year.

This table excludes the performance of 93 franchised Restaurants that opened during 2022, 18 franchised Restaurants that permanently closed during 2022, and one franchised Restaurant operated on a military base that did not operate during 2022.

**STATEMENT OF AVERAGE GROSS SALES
FOR FRANCHISED RESTAURANTS
2022**

| Type of Restaurant | Average Gross Sales | Median Sales | Range of Gross Sales | No. of Restaurants | No. of Restaurants That Met or Exceeded Average |
|--------------------|---------------------|--------------|----------------------------|--------------------|---|
| Military Bases | \$575,363 | \$549,366 | \$77,745 – \$1,355,614 | 75 | 37 (49.33%) |
| Airport | \$969,005 | \$877,651 | \$577,124 – \$1,452,241 | 3 | 1 (33.33%) |
| Mall Food Court | \$983,414 | \$912,955 | \$148,404 – \$2,953,964 | 336 | 140 (41.67%) |
| Strip Center | \$958,680 | \$876,886 | \$231,051 – \$2,363,021 | 85 | 35 (41.18%) |
| Walmart | \$823,537 | \$821,902 | \$550,197- \$1,123,412 | 20 | 10 (50.00%) |
| All Restaurants | \$914,152 | \$845,105 | \$77,745 – \$2,953,964 | 519 | 218 (42.00%) |

Notes

1. The term "Gross Sales" means the aggregate amount of all sales of food, beverages and other products sold and services rendered in connection with a Restaurant, including monies derived from sales at or away from the Restaurant, whether for cash or credit, but excluding: (1) all federal, state or municipal sales or service taxes collected from customers and paid to the appropriate taxing authorities; and (2) all customer refunds and adjustments and promotional discounts made by the Restaurant.

2. The Gross Sales of franchised Restaurants were derived from unaudited financial reports submitted by franchisees for the purpose of computing royalty fees.

3. **Some Restaurants have sold this much. Your individual results may differ. There is no assurance that you'll sell as much.**

4. We have not included the costs of sales, operating costs or other costs and expenses for the Restaurants.

5. Written substantiation of the data used in preparing this financial performance representation will be made available to you upon reasonable request. However, we will not disclose the identity or sales data of any particular Restaurant without the consent of that owner, except to any applicable state registration authorities or except in connection with the sale of a particular existing Restaurant that we own.

Other than the preceding financial performance representation, Gosh Enterprises, Inc. does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our Associate Counsel, Grant Bacon at (614) 923-4700, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20
OUTLETS AND FRANCHISEE INFORMATION**

Table No. 1

**Systemwide Restaurant Outlet Summary*
2020 to 2022**

| Outlet Type | Year | Outlets at Start of Year | Outlets at End of Year | Net Change |
|---------------|------|--------------------------|------------------------|------------|
| Franchised | 2020 | 492 | 496 | +4 |
| | 2021 | 496 | 538 | +42 |
| | 2022 | 538 | 613 | +75 |
| Company-Owned | 2020 | 57 | 55 | -2 |
| | 2021 | 55 | 55 | 0 |
| | 2022 | 55 | 60 | +5 |
| Total Outlets | 2020 | 549 | 551 | +2 |
| | 2021 | 551 | 593 | +42 |
| | 2022 | 593 | 673 | +80 |

Table No. 2

**Transfers of Restaurant Outlets from Franchisees to New Owners
(other than the Franchisor)
For 2020 to 2022**

| State | Year | Number of Transfers |
|-------|------|---------------------|
| AR | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 0 |
| CA | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 7 |
| CO | 2020 | 1 |
| | 2021 | 0 |
| | 2022 | 0 |

| State | Year | Number of Transfers |
|-------|------|---------------------|
| DE | 2020 | 0 |
| | 2021 | 1 |
| | 2022 | 0 |
| FL | 2020 | 5 |
| | 2021 | 2 |
| | 2022 | 7 |
| GA | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 1 |
| HI | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 1 |
| IA | 2020 | 1 |
| | 2021 | 0 |
| | 2022 | 0 |
| IL | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 0 |
| LA | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 1 |
| MN | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 1 |
| MO | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 1 |
| NJ | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 1 |
| NM | 2020 | 0 |
| | 2021 | 1 |
| | 2022 | 2 |
| OH | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 1 |
| OR | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 0 |
| PA | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 3 |
| SC | 2020 | 0 |
| | 2021 | 1 |
| | 2022 | 0 |
| SD | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 1 |

| State | Year | Number of Transfers |
|-------|------|---------------------|
| TN | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 1 |
| TX | 2020 | 1 |
| | 2021 | 2 |
| | 2022 | 2 |
| WA | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 0 |
| WV | 2020 | 0 |
| | 2021 | 1 |
| | 2022 | 1 |
| TOTAL | 2020 | 8 |
| | 2021 | 8 |
| | 2022 | 31 |

Table No. 3

**Status of Franchised Restaurant Outlets
For 2020 to 2022**

| State | Year | Outlets At Start Of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired By Franchisor | Ceased Operations Other Reasons | Outlets At End Of Year |
|-------|------|--------------------------|----------------|--------------|--------------|--------------------------|---------------------------------|------------------------|
| AK | 2020 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2021 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2022 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| AL | 2020 | 9 | 1 | 0 | 0 | 0 | 1 | 9 |
| | 2021 | 9 | 1 | 0 | 0 | 0 | 1 | 9 |
| | 2022 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| AR | 2020 | 4 | 0 | 0 | 0 | 0 | 1 | 3 |
| | 2021 | 3 | 0 | 0 | 0 | 0 | 1 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| AZ | 2020 | 14 | 0 | 0 | 0 | 0 | 2 | 12 |
| | 2021 | 12 | 2 | 0 | 0 | 0 | 0 | 14 |
| | 2022 | 14 | 11 | 0 | 0 | 0 | 0 | 25 |
| CA | 2020 | 53 | 3 | 0 | 0 | 0 | 0 | 56 |
| | 2021 | 56 | 2 | 0 | 0 | 0 | 1 | 57 |
| | 2022 | 57 | 4 | 0 | 0 | 0 | 6 | 55 |
| CO | 2020 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| | 2021 | 9 | 1 | 0 | 0 | 0 | 0 | 10 |
| | 2022 | 10 | 4 | 0 | 0 | 0 | 0 | 14 |
| CT | 2020 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| | 2021 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| | 2022 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |

| State | Year | Outlets At Start Of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired By Franchisor | Ceased Operations Other Reasons | Outlets At End Of Year |
|-------|------|--------------------------|----------------|--------------|--------------|--------------------------|---------------------------------|------------------------|
| DC | 2020 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2021 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2022 | 3 | 0 | 0 | 0 | 0 | 1 | 2 |
| DE | 2020 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2021 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| FL | 2020 | 52 | 7 | 0 | 0 | 0 | 0 | 59 |
| | 2021 | 59 | 10 | 0 | 0 | 0 | 2 | 67 |
| | 2022 | 67 | 21 | 0 | 0 | 0 | 2 | 86 |
| GA | 2020 | 17 | 0 | 0 | 0 | 0 | 3 | 14 |
| | 2021 | 14 | 1 | 0 | 0 | 0 | 0 | 15 |
| | 2022 | 15 | 0 | 0 | 0 | 0 | 2 | 13 |
| HI | 2020 | 7 | 0 | 0 | 0 | 0 | 2 | 5 |
| | 2021 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2022 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| IA | 2020 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2021 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| IL | 2020 | 17 | 0 | 0 | 0 | 0 | 0 | 17 |
| | 2021 | 17 | 1 | 0 | 0 | 0 | 1 | 17 |
| | 2022 | 17 | 1 | 0 | 0 | 0 | 0 | 18 |
| IN | 2020 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| | 2021 | 7 | 1 | 0 | 0 | 0 | 0 | 8 |
| | 2022 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| KS | 2020 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| | 2021 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| | 2022 | 7 | 0 | 0 | 0 | 0 | 1 | 6 |
| KY | 2020 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| | 2021 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| | 2022 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| LA | 2020 | 8 | 0 | 0 | 0 | 0 | 2 | 6 |
| | 2021 | 6 | 2 | 0 | 0 | 0 | 0 | 8 |
| | 2022 | 8 | 0 | 0 | 0 | 0 | 1 | 7 |
| MA | 2020 | 14 | 1 | 0 | 0 | 0 | 0 | 15 |
| | 2021 | 15 | 1 | 0 | 0 | 0 | 1 | 15 |
| | 2022 | 15 | 0 | 0 | 0 | 0 | 0 | 15 |
| MD | 2020 | 13 | 1 | 0 | 0 | 0 | 0 | 14 |
| | 2021 | 14 | 5 | 0 | 0 | 0 | 0 | 19 |
| | 2022 | 19 | 9 | 0 | 0 | 0 | 0 | 28 |
| ME | 2020 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |

| State | Year | Outlets At Start Of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired By Franchisor | Ceased Operations Other Reasons | Outlets At End Of Year |
|-------|------|--------------------------|----------------|--------------|--------------|--------------------------|---------------------------------|------------------------|
| MI | 2020 | 9 | 0 | 0 | 0 | 0 | 2 | 7 |
| | 2021 | 7 | 0 | 0 | 0 | 0 | 2 | 5 |
| | 2022 | 5 | 1 | 0 | 0 | 0 | 0 | 6 |
| MN | 2020 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2021 | 5 | 0 | 0 | 0 | 0 | 1 | 4 |
| | 2022 | 4 | 0 | 0 | 0 | 0 | 2 | 2 |
| MO | 2020 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2021 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2022 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| MS | 2020 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2021 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2022 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| NC | 2020 | 15 | 0 | 0 | 0 | 0 | 1 | 14 |
| | 2021 | 14 | 0 | 0 | 0 | 0 | 0 | 14 |
| | 2022 | 14 | 0 | 0 | 0 | 0 | 0 | 14 |
| ND | 2020 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2021 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| NE | 2020 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2021 | 3 | 0 | 0 | 0 | 0 | 1 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| NH | 2020 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2021 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2022 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| NJ | 2020 | 14 | 3 | 0 | 0 | 0 | 1 | 16 |
| | 2021 | 16 | 2 | 0 | 0 | 0 | 0 | 18 |
| | 2022 | 18 | 2 | 0 | 0 | 0 | 0 | 20 |
| NM | 2020 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2021 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2022 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| NV | 2020 | 4 | 0 | 0 | 0 | 0 | 2 | 2 |
| | 2021 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| | 2022 | 3 | 1 | 0 | 0 | 0 | 0 | 4 |
| NY | 2020 | 26 | 0 | 0 | 0 | 0 | 0 | 26 |
| | 2021 | 26 | 3 | 0 | 0 | 0 | 2 | 27 |
| | 2022 | 27 | 2 | 0 | 0 | 0 | 2 | 27 |
| OH | 2020 | 13 | 4 | 0 | 0 | 0 | 0 | 17 |
| | 2021 | 17 | 3 | 0 | 0 | 0 | 2 | 18 |
| | 2022 | 18 | 8 | 0 | 0 | 0 | 0 | 26 |
| OK | 2020 | 6 | 0 | 0 | 0 | 0 | 0 | 6 |
| | 2021 | 6 | 0 | 0 | 0 | 0 | 0 | 6 |
| | 2022 | 6 | 1 | 0 | 0 | 0 | 0 | 7 |

| State | Year | Outlets At Start Of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired By Franchisor | Ceased Operations Other Reasons | Outlets At End Of Year |
|-------------|------|--------------------------|----------------|--------------|--------------|--------------------------|---------------------------------|------------------------|
| OR | 2020 | 4 | 0 | 0 | 0 | 0 | 1 | 3 |
| | 2021 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2022 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| PA | 2020 | 11 | 0 | 0 | 0 | 0 | 1 | 10 |
| | 2021 | 10 | 3 | 0 | 0 | 0 | 1 | 12 |
| | 2022 | 12 | 0 | 0 | 0 | 0 | 0 | 12 |
| RI | 2020 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2021 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| SC | 2020 | 10 | 0 | 0 | 0 | 0 | 1 | 9 |
| | 2021 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| | 2022 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| SD | 2020 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2021 | 2 | 0 | 0 | 0 | 0 | 1 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| TN | 2020 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2021 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2022 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| TX | 2020 | 47 | 5 | 0 | 0 | 0 | 1 | 51 |
| | 2021 | 51 | 18 | 0 | 0 | 0 | 0 | 69 |
| | 2022 | 69 | 26 | 0 | 0 | 0 | 1 | 94 |
| UT | 2020 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2021 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2022 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| VA | 2020 | 15 | 1 | 0 | 0 | 0 | 0 | 16 |
| | 2021 | 16 | 2 | 0 | 0 | 0 | 0 | 18 |
| | 2022 | 18 | 0 | 0 | 0 | 0 | 0 | 18 |
| WA | 2020 | 6 | 0 | 0 | 0 | 0 | 1 | 5 |
| | 2021 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2022 | 5 | 2 | 0 | 0 | 0 | 0 | 7 |
| WI | 2020 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2021 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2022 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| WV | 2020 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2021 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2022 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| Guam | 2020 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2021 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| Puerto Rico | 2020 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2021 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2022 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |

| State | Year | Outlets At Start Of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired By Franchisor | Ceased Operations Other Reasons | Outlets At End Of Year |
|--------|------|--------------------------|----------------|--------------|--------------|--------------------------|---------------------------------|------------------------|
| Totals | 2020 | 492 | 26 | 0 | 0 | 0 | 22 | 496 |
| | 2021 | 496 | 59 | 0 | 0 | 0 | 17 | 538 |
| | 2022 | 538 | 93 | 0 | 0 | 0 | 18 | 613 |

Table No. 4

**Status of Company-Owned Restaurant Outlets¹
For 2020 to 2022**

| State | Year | Outlets At Start Of Year | Outlets Opened | Outlets Reacquired From Franchisees | Outlets Closed | Outlets Sold to Franchisees | Outlets At End Of the Year |
|-------|------|--------------------------|----------------|-------------------------------------|----------------|-----------------------------|----------------------------|
| CA | 2020 | 11 | 0 | 0 | 0 | 0 | 11 |
| | 2021 | 11 | 0 | 0 | 0 | 0 | 11 |
| | 2022 | 11 | 2 | 0 | 0 | 0 | 13 |
| IA | 2020 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2021 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 2 |
| IL | 2020 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 1 |
| MD | 2020 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 1 |
| MI | 2020 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2021 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 2 |
| MO | 2020 | 6 | 0 | 0 | 0 | 0 | 6 |
| | 2021 | 6 | 0 | 0 | 1 | 0 | 5 |
| | 2022 | 5 | 1 | 0 | 0 | 0 | 6 |
| NC | 2020 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 1 |
| NJ | 2020 | 1 | 1 | 0 | 0 | 0 | 2 |
| | 2021 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 2 |
| NY | 2020 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 1 |
| OH | 2020 | 19 | 1 | 0 | 0 | 3 | 17 |
| | 2021 | 17 | 1 | 0 | 0 | 0 | 18 |
| | 2022 | 18 | 2 | 0 | 0 | 0 | 20 |

| State | Year | Outlets At Start Of Year | Outlets Opened | Outlets Reacquired From Franchisees | Outlets Closed | Outlets Sold to Franchisees | Outlets At End Of the Year |
|--------|------|--------------------------|----------------|-------------------------------------|----------------|-----------------------------|----------------------------|
| PA | 2020 | 7 | 0 | 0 | 1 | 0 | 6 |
| | 2021 | 6 | 0 | 0 | 0 | 0 | 6 |
| | 2022 | 6 | 0 | 0 | 0 | 0 | 6 |
| TN | 2020 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 1 |
| VA | 2020 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2021 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 2 |
| WA | 2020 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2021 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 2 |
| Totals | 2020 | 57 | 2 | 0 | 1 | 3 | 55 |
| | 2021 | 55 | 1 | 0 | 1 | 0 | 55 |
| | 2022 | 55 | 5 | 0 | 0 | 0 | 60 |

NOTES

1. The data included in this Item 20 is as of December 31 of each year.
2. As noted in Item 1, we do not own and operate Restaurants; company-owned Restaurants are owned by our affiliates identified in Item 1.

Table No. 5

Projected Restaurant Openings as of December 31, 2022

| State | FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED | PROJECTED NEW FRANCHISED OUTLETS IN NEXT YEAR | PROJECTED COMPANY OWNED OUTLETS IN NEXT FISCAL YEAR |
|-------|---|---|---|
| AZ | 3 | 3 | 0 |
| CA | 20 | 21 | 0 |
| CO | 2 | 2 | 0 |
| FL | 25 | 22 | 0 |
| GA | 6 | 5 | 0 |
| IL | 11 | 11 | 0 |
| IN | 1 | 1 | 0 |
| KY | 3 | 1 | 0 |
| MD | 11 | 8 | 0 |
| MI | 3 | 2 | 0 |
| MN | 1 | 1 | 0 |
| NC | 4 | 4 | 0 |
| NJ | 2 | 2 | 0 |

| State | FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED | PROJECTED NEW FRANCHISED OUTLETS IN NEXT YEAR | PROJECTED COMPANY OWNED OUTLETS IN NEXT FISCAL YEAR |
|---------------|--|--|--|
| NV | 10 | 10 | 0 |
| NY | 2 | 1 | 0 |
| OH | 2 | 2 | 5 |
| OK | 1 | 1 | 0 |
| PA | 2 | 2 | 0 |
| RI | 1 | 1 | 0 |
| TX | 44 | 41 | 0 |
| VA | 7 | 4 | 0 |
| WA | 2 | 2 | 0 |
| Totals | 163 | 147 | 5 |

* * * * *

NOTES

The names, addresses and telephone numbers of our franchisees and their Restaurants are listed in Exhibit D. Exhibit F contains contact information for franchisees that had a Franchise Agreement terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during our most recently completed fiscal year or failed to communicate with us within 10 weeks of the 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.

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

We have a Franchise Advisory Council or “FAC”. The FAC serves as a liaison that provides advice and feedback to us about matters and issues relating to the Charleys franchise system. The FAC may be contacted through our Marketing Department at 5000 Arlington Centre Blvd., Suite 5300, Columbus, Ohio 43220, (614) 923-4725. As of the date of issuance of this disclosure document, there are no independent trademark-specific franchisee organizations associated with the Charleys franchise system.

ITEM 21 FINANCIAL STATEMENTS

Attached to this franchise disclosure document as Exhibit G are the audited financial statements for GEI for the years ended December 31, 2022, December 31, 2021, and December 31, 2020 and unaudited financial statements for the period ending February 28, 2023.

ITEM 22
CONTRACTS

The following agreements related to a Franchised Restaurant are attached as Exhibits to this disclosure document:

- A. Franchise Agreement
- I. State Amendments to Franchise Agreement
- J. VetFran Addendum to Franchise Agreement
- K. General Release
- L. Walmart Addendum to Franchise Agreement
- M. Sub-Sublease Agreement

ITEM 23
RECEIPTS

The last two pages of this franchise disclosure document are identical pages acknowledging receipt of this entire document (including the exhibits). Please sign and return to us one copy and please keep the other copy along with this franchise disclosure document.

EXHIBIT A
FRANCHISE AGREEMENT

CHARLEYS RESTAURANT FRANCHISE AGREEMENT

FRANCHISEE

RESTAURANT LOCATION

DATE OF AGREEMENT

CHARLEYS RESTAURANT FRANCHISE AGREEMENT

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EXHIBIT A – Franchise Ownership Information

EXHIBIT B – Premises and Advertising and Promotion Obligations

EXHIBIT C – Owners’ Personal Guaranty of Franchisee’s Obligations

RIDER 1 – Franchise Agreement Expiration Date

CHARLEYS RESTAURANT FRANCHISE AGREEMENT

This Agreement is made as of this ___ day of _____, 20__ (the “Effective Date”) by and between **GOSH ENTERPRISES, INC.** (“GEI” or “we”), an Ohio corporation, with its principal place of business located at 5000 Arlington Centre Blvd., Suite 5300, Columbus, Ohio 43220, and _____ (“Franchisee” or “you”), a(n) _____ whose principal address is _____.

1. INTRODUCTION.

1.01. Charleys Restaurants. As the result of the expenditure of time, skill, effort and money, we have developed and own a comprehensive system (“System”) for developing and operating restaurants, which feature a limited menu of fresh grilled subs and such other menu items as we may authorize from time to time that operate under the name and mark “Charleys” (collectively “Charleys Restaurants”). We identify the System by means of the “Charleys” marks, including the “Charleys®”, “Charleys Philly Steaks®”, “Charley’s Grilled Subs®”, “Charleys Philly Steaks Wings • Philly Steaks®,” and “Charleys Cheesesteaks•Wings™”.names and marks and certain other names, marks, logos, insignias, slogans, emblems, symbols, designs, indicia of origin, trade dress and distinctive interior designs, layouts and color schemes (collectively, the “Marks”) that we have designated, or may in the future designate, for use with the System.

The distinguishing characteristics of our System include, without limitation: the Marks, equipment, ingredients, recipes, methods of preparation and specifications for authorized food products, methods of inventory control and certain operational and business standards and policies, all of which we may improve, further develop or otherwise modify from time to time.

We refer to Charleys Restaurants operating in mall food courts, airports, military bases and inline locations as “CPS Restaurants” and we refer to Charleys Restaurants operating in inline and freestanding locations that additionally offer chicken wings and other chicken-based menu items as “CPSW Restaurants”.

You understand and acknowledge the importance of our high and uniform standards of quality, operations and service and the necessity of developing and operating Charleys Restaurants in strict conformity with this Agreement and with our confidential operations manual (the “Operations Manual”)

1.02. Your Acknowledgments. You have read this Agreement and the Charleys Restaurant franchise disclosure document (“Disclosure Document”). You understand the terms of this Agreement and accept them as being reasonably necessary to maintain the uniformity of our high quality standards at all Charleys Restaurants in order to protect the goodwill of the Marks and the integrity of the System. You have conducted an independent investigation of the business contemplated by this Agreement and recognize that the restaurant industry is highly competitive, with constantly changing market conditions. You recognize that the nature of Charleys Restaurants may change over time, that an investment in a Charleys Restaurant involves business risks and that the success of the venture is largely dependent on your own business abilities, efforts and financial resources. You have not

received or relied on any guaranty or assurance, express or implied, as to the revenues, profits or success of the business venture contemplated by this Agreement.

1.03. Your Representations. You, and each person or entity that has a direct or indirect legal or beneficial ownership interest in you, if you are a business corporation, partnership, limited liability company or other legal entity (“Owner”), if applicable, represent and warrant to us, that: (a) neither you nor any of your Owners has made any untrue statement of any material fact or has omitted to state any material fact in obtaining the rights granted hereunder; (b) neither you nor any of your Owners has any direct or indirect legal or beneficial interest in any business that may be deemed a Competitive Business (as defined in Section 7.02), except as otherwise completely and accurately disclosed in your franchise application; and (c) the execution and performance of this Agreement will not violate any other agreement to which you or of any of your Owners may be bound. You recognize that we have approved your franchise application in reliance on all of the statements you and your Owners have made in connection therewith.

2. GRANT OF RIGHTS.

2.01. Grant of Franchise. Subject to the terms of this Agreement, we grant to you the right (“Franchise”), and you assume the obligation, to operate a franchised Charleys Restaurant (the “Restaurant”) at the location identified in Exhibit B (the “Premises”) and to use the System solely in connection therewith. The initial term of this Agreement and the Franchise granted by this Agreement shall begin on the date of this Agreement and terminate at midnight on the day preceding the 10th anniversary of the date the Restaurant first opened for business (the “Term”), unless this Agreement is terminated at an earlier date pursuant to Section 14. (We will complete and forward to you a notice, in a form substantially similar to attached Rider 1, to memorialize the date the Restaurant first opened for business.) You may not conduct the business of the Restaurant or use the System at any site other than the Premises, or relocate the Restaurant, without our consent.

2.02. Our Reservation of Rights. Except as otherwise expressly provided in this Agreement, we and all of our Affiliates (and our respective successors and assigns, by purchase, merger, consolidation or otherwise) retain all of our rights and discretion with respect to the Marks, the System and Charleys Restaurants anywhere in the world, and the right to engage in any business whatsoever, including the right to: (a) operate, and grant to others the right to operate, Charleys Restaurants at such locations and on such terms and conditions as we deem appropriate (you acknowledge that such Charleys Restaurants may be in direct competition with your Restaurant, without regard to any adverse effects of such activities on your Restaurant and without any obligation or liability to you); (b) sell any products or services under the Marks or under any other trademarks, service marks or trade dress, through other channels of distribution; and (c) operate, and grant to others the right to operate, restaurants identified by trademarks, service marks or trade dress, other than the Marks, pursuant to such terms and conditions as we deem appropriate. You acknowledge and agree that your rights hereunder are non-exclusive. You waive, to the fullest extent permitted under applicable law, all claims, demands, or causes of action arising from or relating to any of the foregoing activities by us or any of our Affiliates.

2.03. Definition of “Affiliate” In this Agreement, an “Affiliate” is any person or entity that directly or indirectly owns or controls the referenced party, that is directly or indirectly

owned or controlled by the referenced party, or that is under common control with the referenced party. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

2.04. Area Representative Program. You acknowledge and agree that we may implement an area representative program on such terms and conditions we deem appropriate from time to time, pursuant to which we may, effective on notice to you, delegate to one or more area representatives any or all of our obligations hereunder, provided (a) we shall remain responsible and liable for performance of any such obligations, and (b) any such area representatives shall be intended third-party beneficiaries of any and all of your covenants and agreements hereunder that we deem appropriate in connection therewith. We may discontinue the area representative program at any time, and we may replace an area representative responsible for your Restaurant at any time effective on notice to you.

3. DEVELOPMENT OF THE RESTAURANT.

3.01. Selection of Premises. If the Premises have not been identified in Exhibit B as of the Effective Date, we will provide you with our standard site selection criteria and on-site evaluations as we deem appropriate. You agree to submit to us for acceptance, within one hundred eighty (180) days after the Effective Date (the “Site Selection Period”) and in accordance with our requirements and procedures, a complete site application form for the Charleys Restaurant that you propose to operate and that you in good faith believe to conform to our standard site selection criteria. In considering whether to accept your proposed location, we will consider such factors as we deem relevant, including general location, neighborhood and distance to any other Charleys Restaurant, and whether the proposed premises meet our size and configuration standards and requirements. Upon acceptance of a proposed location (and confirmation that you have leased, subleased or purchased the location in accordance with the applicable provisions of Section 3.03), Exhibit B will be completed and signed by both parties, and the location identified in Exhibit B will be deemed the “Premises”.

If you and we are unable to mutually agree on an acceptable location for your Charleys Restaurant during the Site Selection Period or if you fail to lease, sublease or purchase the accepted location for your Charleys Restaurant within 30 days after we accept the Premises, either party has the right to terminate this Agreement, effective upon notice. We may, in our sole discretion and at your request, grant one or more extensions to the Site Selection Period and charge you extension fees in connection therewith.

3.02. Site Acceptance Disclaimer. Neither our proposal nor acceptance of the Premises nor any information communicated to you regarding our standard site selection criteria for Charleys Restaurants constitutes a warranty or representation of any kind, express or implied, as to the suitability of the Premises for a Charleys Restaurant or for any other purpose. Our proposal or acceptance of the Premises merely signifies that we are willing to grant a franchise for a Charleys Restaurant at that location. Your decision to develop and operate a Charleys Restaurant at the Premises is based solely on your own independent investigation of the suitability of the Premises for a Charleys Restaurant. In consideration of our proposal or acceptance of the Premises, you and each of your Owners release us, and our Affiliates, officers, directors, employees and agents (including any area

representatives) from any and all losses, damages and liability arising from or in connection with the selection and/or acceptance of the Premises for development as a Charleys Restaurant.

3.03. Purchase or Lease of Premises. You must lease, sublease or purchase the Premises within 30 days of the Effective Date or within 30 days after the date that we accepted the Premises in accordance with Section 3.01 if the Premises was not identified in Exhibit B as of the Effective Date. We may provide you guidance with respect to leasing or subleasing the Premises as we deem appropriate. We have the right to approve the terms of any lease, sublease or purchase contract for the Premises, and you agree to deliver a copy to us for our approval before you sign it.

You agree that any lease or sublease for the Premises must, in form and substance satisfactory to us: (a) provide for notice to us of your default under the lease or sublease and an opportunity for us to cure such default; (b) require the lessor or sublessor to disclose to us, on our request, sales and other information furnished by you; (c) give us the right on any termination or expiration (without renewing the franchise) of this Agreement to assume the lease or sublease without the lessor's or sublessor's consent; (d) give us and our agents the right to enter the Premises to make any modifications to the decor of the Premises to protect our rights to the Marks; (e) provide that the lessor and/or sublessor relinquishes to us, on any termination or expiration (without renewing the franchise) of this Agreement, any lien or other ownership interest, whether by operation of law or otherwise, in and to any tangible property, including outdoor signage, that embodies any of the Marks; and (f) require that the lessor and/or sublessor acknowledges that we have no liability or obligation whatsoever under the lease or sublease until and unless we assume the lease or sublease on termination or expiration of this Agreement.

You may not execute a lease, sublease or purchase contract or any modification thereof for the Premises without our approval. Our approval of the lease, sublease or purchase contract does not constitute a warranty or representation of any kind, express or implied, as to its fairness or suitability or as to your ability to comply with its terms. We do not, by virtue of approving the lease, sublease or purchase contract, assume any liability or responsibility to you or to any third parties. You must deliver a copy of the fully signed lease, sublease or purchase contract to us within 5 days after its execution. If you or one of your Affiliates at any time owns the Premises, you must immediately notify us and we may require that you or such Affiliate enter into a lease with us at commercially reasonable rates for a term equal to the Term, and we will sublease the Premises to you on the same terms as the prime lease.

3.04. Development of the Premises. You are responsible for developing the Restaurant, for all expenses associated with it and for compliance with the requirements of any applicable federal, state or local law, code or regulation, including those concerning the Americans with Disabilities Act ("ADA") or similar rules governing public accommodations for persons with disabilities.

We will furnish you with the prototype plans for a Charleys Restaurant. The prototype plans are to be used as a guideline for your use in developing a final set of plans for construction of the Restaurant. You may modify those prototype plans only as required to insure that the plans and all specifications comply with all applicable federal, state and local laws, codes and regulations, ordinances, building codes and permit requirements and

any lease requirements and restrictions. If you are developing a free standing location, you may not make modifications to the dimensions or the exterior design of the building for the Restaurant. You must engage the services of an architect that has been approved by us for the planning and design of the Restaurant and submit all modified plans and specifications to us for our approval before starting to develop the Premises. Our review and approval of your plans are not designed to assess compliance with federal, state or local laws and regulations, including the ADA, as compliance with such laws is your sole responsibility. At our request, you must submit all revised or “as built” plans and specifications. All development must be in accordance with the plans and specifications we have approved and must comply with all applicable laws, ordinances and local rules and regulations.

We will furnish such guidance to you in developing the Premises as we deem appropriate. We may periodically inspect the Premises during its development. We do not, by providing a list of approved architects, approving your plans or specifications or inspecting the Premises, assume any liability or responsibility to you or to any third parties. Such approvals and inspections shall be solely for the purpose of assuring compliance with our standards and shall not be construed as any express or implied representation or warranty that your Restaurant complies with any applicable laws, codes or regulations (including the ADA or any other federal, state, or local law or ordinance regulating standards for the access to, use of, or modifications of buildings for any by persons whose disabilities are protected by law) or that the construction thereof is sound or free from defects. All prototype plans and other plans and specifications for the Restaurant shall be our sole and exclusive property, and you may claim no interest therein.

You must start construction or renovation of the Restaurant within 90 days after you have leased, subleased or acquired the Premises. You must complete construction or renovation of the Restaurant within 90 days after the start of construction or renovation. You must open the Restaurant within 30 days after the date construction or renovation is completed. Any extensions of time are subject to our approval, which we may withhold at our discretion.

The requirement to complete construction or renovation of the Restaurant includes obtaining all required construction and occupancy licenses and permits, developing the Premises (including all outdoor features and landscaping of the Premises, if applicable), installing all required fixtures, furnishings, equipment and signs, and doing all other things as may be required pursuant to this Agreement or by practical necessity to have the Restaurant ready to open for business. You may not open the Restaurant for business until we have notified you that the Restaurant meets our requirements for opening, including payment in full of the initial franchise fee and all other amounts then owing to us, successful completion of our initial training program, and our receipt of your certificates of insurance in compliance with Section 9.07.

3.05. Equipment, Furniture, Fixtures and Signs. You agree to purchase or lease all required equipment, furnishings, fixtures and signs for the Restaurant. You agree to purchase or lease only such types, brands and models of fixtures, furniture, equipment, signs and supplies which we approve for Charleys Restaurants as meeting our standards and specifications, including standards and specifications for quality, design, warranties, appearance, function and performance. You may purchase or lease approved types, brands or models of fixtures, furniture, equipment, signs and supplies only from suppliers approved

by us (including us and any of our Affiliates). From time to time, we may modify the list of approved types, brands, models and/or suppliers, and you may not, after receipt of notice of such modification, reorder any type, brand or model, or from any supplier, which is no longer approved.

If you propose to purchase any fixtures, furniture, equipment, signs or supplies of a type, brand or model, or from a supplier, that we have not previously approved, you must notify us and submit to us such information as we may request. We may impose reasonable inspection and supervision fees on approved suppliers to cover our costs.

3.06. Opening Assistance. If you (or your Operating Partner as defined in Section 8.03) have not previously owned or managed a Charleys Restaurant, we will provide you with such opening assistance as we deem appropriate to assist you in starting your operations, including on-site opening assistance for not more than 7 days, as scheduled by us.

3.07. Grand Opening Marketing Package. Prior to the opening of your Restaurant, you must purchase a grand opening marketing package from us and our approved vendors with an estimated cost ranging from \$7,000 to \$10,000. Our Marketing Department will present a range of grand opening marketing packages available to you for the opening of your Restaurant. Grand opening marketing packages may include grand opening/starter signage kits, digital advertising, decorations, printed materials, and give away items.

3.08. Social Media Advertising Fee. Prior to the opening of your Restaurant, you must pay us a social media advertising fee of \$1,000 for us to conduct advertising regarding your Restaurant on social media and listings services. This fee is deemed fully earned upon receipt and payment is non-refundable. If you elect to conduct additional social media advertising, we will invoice you and you must pay for the additional cost.

4. TRAINING AND GUIDANCE.

4.01. Initial and Ongoing Training Programs. If you (or your Operating Partner) or any of your managers of the Restaurant have not previously completed to our satisfaction our initial training program, then prior to opening the Restaurant, you (or your Operating Partner) and all such managers, as applicable, must attend and successfully complete an initial training program on the operation of a Charleys Restaurant at such time(s) and place(s) as we designate. As of the Effective Date, our initial training program is held in Columbus, Ohio. At least two persons, including you (or your Operating Partner), must have completed to our satisfaction our initial training program or we may terminate this Agreement. You will be responsible for all compensation and expenses (including travel, meals and lodging) incurred by you and your personnel in attending any training programs. You must immediately replace any manager who fails to successfully complete any training program or who otherwise is not qualified to manage a Charleys Restaurant.

We may require you (or your Operating Partner) and your employees to attend and successfully complete other training courses, quality assurance programs, conferences (including annual conferences) and seminars at such locations as we may designate (“Ongoing Training”). You will pay the then-current fee for any Ongoing Training and will be responsible for all expenses incurred by your participants (including, but not limited to, travel,

meals, lodging and wages or salaries and benefits). We reserve the right to impose a fee for your failure to attend Ongoing Training.

4.02. On-Going Guidance. We will furnish you periodic guidance with respect to the System, including improvements and changes to the System. Such guidance, at our discretion, will be furnished in the form of the Operations Manual, bulletins and other written materials, consultations by telephone or in person at our offices or at the Restaurant, or by any other means of communications. At your request, we may provide special assistance for which you will be required to pay the per diem fees and charges we may establish from time to time.

4.03. Operations Manual. We will provide access to our Operations Manual, as amended from time to time, which may consist of one or more manuals, containing our mandatory and suggested standards, specifications and operating procedures relating to the development and operation of Charleys Restaurants and other information relating to your obligations under this Agreement. The term “Operations Manual” also includes alternative or supplemental means of communicating such information by other media which specifically reference that they are to be considered part of the Operations Manual, including bulletins, e-mails, limited access intranet sites, DVDs, videotapes, audio tapes, compact discs, computer diskettes, CDs and other electronic media. You agree to comply fully with all mandatory standards, specifications and operating procedures and other obligations contained in the Operations Manual. We may modify the Operations Manual from time to time to reflect changes in standards, specifications and operating procedures, provided no addition or modification may alter your fundamental status and rights under this Agreement. If a dispute develops relating to the contents of the Operations Manual, our master copy will be controlling. The Operations Manual contains Confidential Information, as defined in Section 7.01 and you agree not to copy any part of the Operations Manual or to allow unauthorized persons access to the Operations Manual.

5. TRADEMARKS.

5.01. Ownership of the Marks. You acknowledge that we own the Marks. Your right to use the Marks is derived solely from this Agreement and is limited to conducting business pursuant to and in compliance with this Agreement. Your unauthorized use of any of the Marks constitutes a breach of this Agreement and an infringement of our rights to the Marks. This Agreement does not confer on you any goodwill or other interests in the Marks. Your use of the Marks and any goodwill established thereby inures to our exclusive benefit. All provisions of this Agreement applicable to the Marks apply to any additional or substitute trademarks, service marks and trade dress we authorize you to use. You may not at any time during or after the Term contest, or assist any other person in contesting, the validity or ownership of any of the Marks.

5.02. Use of the Marks. You agree to use the Marks as the sole identification of the Restaurant, provided you identify yourself as the independent owner thereof in the manner we prescribe. You agree to use the Marks as we prescribe in connection with the sale of authorized food products, beverages and services. You may not use any Mark (or any abbreviation, modification or colorable imitation) as part of any corporate or other entity name or in any other manner (including as an electronic media identifier, such as a Web site, Web page, domain name, meta-tag, download, application, posting, social networking profile,

directory listing, screen name, anonymous name, blog, vlog, e-mail account, instant messaging account or texting identity) not expressly authorized by us in writing.

5.03. Discontinuance of Use of Marks. If it becomes advisable at any time for us and/or you to modify or discontinue use of any Mark and/or use one or more additional or substitute trademarks, service marks or trade dress, you agree to comply with our directions within a reasonable time after notice. We will have no liability or obligation whatsoever with respect to any such required modification or discontinuance of any Mark or the promotion of a substitute trademark, service mark or trade dress.

5.04. Notification of Infringements and Claims. You must notify us immediately of any apparent infringement of or challenge to your use of any Mark, or any claim by another person of any rights in any Mark. You may not communicate with any person, other than us and our counsel, in connection with any such infringement, challenge or claim. We will have sole discretion to take such action as we deem appropriate and will have the right to control exclusively any litigation or U.S. Patent and Trademark Office proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Mark. You must sign any and all documents, render such assistance and do such things as may be advisable in the opinion of our counsel to protect our interests in any litigation or U.S. Patent and Trademark Office or other administrative proceeding or otherwise to protect our interests in the Marks.

5.05. Indemnification of Franchisee. We agree to indemnify you against, and to reimburse you for, all damages for which you are held liable in any proceeding arising out of your authorized use of any Mark pursuant to and in compliance with this Agreement and, except as provided herein, for all costs you reasonably incur in defending any such claim brought against you, provided you have timely notified us of such claim and provided further that you and your Owners and Affiliates are in compliance with this Agreement and all other agreements entered into with us or any of our Affiliates. We, at our sole discretion, are entitled to prosecute, defend and/or settle any proceeding arising out of your use of any Mark pursuant to this Agreement, and, if we undertake to prosecute, defend and/or settle any such matter, we have no obligation to indemnify or reimburse you for any fees or disbursements of any legal counsel retained by you.

6. FEES.

6.01. Initial Franchise Fee. Simultaneously with your execution of this Agreement, you agree to pay us an initial franchise fee of \$24,500.00. The initial franchise fee is fully earned by us as of the Effective Date and is not refundable.

6.02. Royalty Fees. You agree to pay us weekly royalty fees equal to the greater of: (a) \$300; or (b) 6% of Gross Sales. Royalty fees are payable on or before Thursday of each Week with respect to the Gross Sales incurred during the immediately preceding Week.

We define a “Week” as each 1 week period starting on Monday through the following Sunday, subject to change by us. The first Week each year shall conform to the start of our Fiscal Year for that year. A “Fiscal Year” is the fiscal year that we may determine from time to time. As of the Effective Date, our Fiscal Year consists of weekly periods ending on the Monday closest to December 31st each year.

“Gross Sales” includes the aggregate amount of all sales of food, beverages and other products sold and services rendered at the Premises or otherwise rendered in connection with the Restaurant, including monies derived from sales at or away from the Restaurant, whether for cash or credit, but excluding: (1) all federal, state or municipal sales or service taxes collected from customers and paid to the appropriate taxing authority; and (2) all customer refunds and adjustments and promotional discounts.

6.03. Marketing Contributions and Expenditures. We have established the Marketing Fund (as described in Section 10.02 below) and we may establish an advertising cooperative in your region (as described in Section 10.03 below). During any period that the Marketing Fund and/or an advertising cooperative is/are in effect, you must make contributions to such fund(s) in such proportions and amounts as we may require under Section 10 below. Additionally, as described in Section 10.03, we require that you spend certain amounts (which will be determined as described in Section 10.03 below) for local marketing and advertising initiatives.

6.04. Designated Account. Prior to the opening of your Restaurant, and as a condition thereof, you shall establish a designated bank account from which we shall be authorized to withdraw in any manner which we prescribe (including electronic transfer of funds), any amounts due to us or our Affiliates from you under this Agreement, including royalty fees and Marketing Fund contributions. You agree not to close the account (or allow the account to be closed) without first opening and notifying us of an alternate account, nor to terminate any direct debit authorization from the account without a replacement authorization approved by us. You authorize us to initiate debit entries and/or credit entries to the account for payments of royalty fees and other amounts payable under this Agreement. We have the right to review your Gross Sales on a periodic basis, including a daily basis. Prior to the weekly payment date of royalty fees, we shall calculate the royalty fee due for the immediately preceding Week and withdraw such amount and any other amounts due under this Agreement, including any Marketing Fund or advertising and cooperative contributions set forth under Section 10 directly from the designated account. All costs and expenses of establishing and maintaining such designated account, including transaction fees and funds transfer fees, shall be paid by you. If we have not been able to access your Gross Sales, or to have received weekly reports of Gross Sales from you, then we may debit the account in an estimated amount based on prior reports of Gross Sales.

6.05. Late Charges and Interest On Late Payments. All payments of royalty fees and other periodic fees payable each Week shall be due and payable on, and must be received by us, by Thursday of the immediately following Week. Any payment or report not actually received by us on or before such date shall be deemed overdue. If any payment is overdue, you shall pay to us, in addition to the overdue amount, a late fee (in such amount as we may determine from time to time) and/or interest on such amount from the date it was due until paid, at a rate which is the lesser of 12% per annum or the maximum rate permitted by law. You also agree to maintain at all times sufficient funds in such designated bank accounts for such withdrawals as provided in Section 6.04. If sufficient funds are not available in the designated bank account at the time of an electronic transfer to pay fees that are due us or our Affiliates, we have the right to collect a service fee, subject to applicable law. Entitlement to such interest and service fee shall be in addition to any other remedies we may have. Your failure to have sufficient funds available in the designated account in an amount equal to any

amount then due or your failure to pay all amounts when due, constitutes grounds for termination of this Agreement, as provided in Section 14.

6.06. Application of Payments. We may apply any payments by you to any of your past due indebtedness for royalty fees, Marketing Fund contributions (as defined in Section 10.02) or any other indebtedness to us or any of our Affiliates, notwithstanding any designation by you.

6.07. Collection Costs and Expenses. You agree to pay us on demand any and all costs and expenses incurred by us in enforcing the terms of this Agreement, including, without limitation, collecting any monies owed by you to us. These costs and expenses include, but are not limited to, cost and commissions due a collection agency, reasonable attorneys' fees, costs incurred in creating or replicating reports demonstrating Gross Sales of your Restaurant, court costs, expert witness fees, discovery costs and reasonable attorneys' fees and costs on appeal, together with interest charges on all of the foregoing.

7. RESTRICTIVE COVENANTS

7.01. Confidential Information. We will disclose parts of our Confidential Information to you solely for your use in the operation of the Restaurant. "Confidential Information" includes our proprietary and confidential information relating to the development and operation of Charleys Restaurants, including: (a) ingredients, recipes, and methods of preparation and presentation of authorized foods products; (b) site selection criteria for Charleys Restaurants and plans and specifications for the development of Charleys Restaurants; (c) sales, marketing and advertising programs and techniques for Charleys Restaurants; (d) identity of suppliers and knowledge of specifications and pricing for authorized food products, materials, supplies and equipment; (e) knowledge of operating results and financial performance of Charleys Restaurants, other than the Restaurant and other Charleys Restaurants you own; (f) methods of inventory control, storage, product handling, training and management relating to Charleys Restaurants; (g) computer systems and software programs; and (h) any and all other information we provide you that is designated orally or in writing as proprietary or confidential or by its nature would reasonably be understood to be proprietary or confidential, regardless whether such information is specifically designated as proprietary or confidential.

The Confidential Information is proprietary and includes our trade secrets. During the Term and thereafter: (1) you may not use the Confidential Information in any other business or capacity (you acknowledge such use is an unfair method of competition); (2) you must exert your best efforts to maintain the confidentiality of the Confidential Information; (3) you may not make unauthorized copies of any portion of the Confidential Information disclosed in written, electronic or other form; and (4) you must implement all reasonable procedures we prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information, including the use of nondisclosure agreements (in form and substance satisfactory to us) with your officers, directors, managers and assistant managers and the delivery of such agreements to us.

7.02. In-Term Covenants. During the Term, neither you nor any of your Owners may, without our prior consent (which consent may be withheld for any reason or no reason): (a) directly or indirectly (such as through members of your or their Immediate Families,

which includes a spouse, parents, siblings and adult children, whether natural or adopted) own any legal or beneficial interest in, or render services or give advice to: (1) any Competitive Business located anywhere; or (2) any entity located anywhere which grants franchises, licenses or other interests to others to operate any Competitive Business; or (b) divert or attempt to divert any business or customer of Charleys Restaurants to any competitor or do anything injurious or prejudicial to the goodwill associated with the Marks or the System.

A “Competitive Business” is any fast food, quick-service, or fast casual restaurant: (a) featuring submarine sandwiches or other food items now or in the future featured by Charleys Restaurants; (b) offering and selling submarine sandwiches and for which the sale of such sandwiches constitutes 10% or more of its sales (or such sales from a single location constitute 10% or more of the total sales of that location) during any calendar quarter or calendar year; or (c) any other business that is the same as or similar to the Charleys Restaurant concept, as it evolves or changes over time. Restrictions in this Agreement on competitive activities do not apply to: (1) the ownership or operation of other Charleys Restaurants that are licensed or franchised by us or any of our Affiliates; or (2) the ownership of shares of a class of securities that are listed on a stock exchange or traded on the over the counter market and that represent less than 5% of that class of securities.

7.03. Post-Term Covenants. For a period of 2 years, starting on the effective date of the termination or expiration (without renewing the franchise) of this Agreement, neither you nor any of your Owners may directly or indirectly (such as through members of your or their Immediate Families) own any legal or beneficial interest in, or render services or give advice to: (a) any Competitive Business operating at the Premises or within a 3-mile radius of the Premises; (b) any Competitive Business operating within a 3-mile radius of any Charleys Restaurant in operation or under construction on the effective date of termination or expiration; or (c) any entity which grants franchises, licenses or other interests to others to operate any Competitive Business.

7.04. Scope of the Covenants. If any part of Section 7.02 or Section 7.03 is found to be unreasonable in time or distance, each month of time or mile of distance may be deemed a separate unit so that the time or distance may be reduced by appropriate order of the court to that deemed reasonable. You and each of your Owners acknowledge that we have a protectable legal interest in the System, customers of Charleys Restaurants and the goodwill associated with the Marks and the non-competition covenants contain in Section 7.01 and Section 7.02 are necessary elements to their protection and are an integral part of this Agreement. You and each of your Owners also expressly acknowledge the possession of skills and abilities of a general nature and the opportunity for exploiting such skills in other ways, so that enforcement of the covenants made in this Section will not deprive any of you of your personal goodwill or ability to earn a living. If you or any of your Owners fail or refuse to abide by any of the foregoing covenants, and we obtain enforcement in a judicial or arbitration proceeding, the obligations under the breached covenant will be tolled during the period(s) of time that the covenant is breached and/or we seek to enforce it, and will continue in effect for a period of time ending 2 years after the date of the order enforcing the covenant.

7.05. Information Exchange. All recipes, processes, ideas, concepts, advertising and promotional materials, website pages and content, methods, techniques or materials used or useful to a quick service restaurant business, whether or not constituting protectable

intellectual property (collectively, the “Materials”), that you create, or that are created on your behalf, in connection with the development or operation of your Restaurant must be promptly disclosed to us. If we adopt any of such Materials as part of the System, or deem them to be sufficiently related to us and our business to be considered proprietary, they will be deemed to be our sole and exclusive property and deemed to be Works-made-for-Hire (as such term is defined under Section 101 of the Copyright Act) for us, and to the extent the Materials may for any reason not be considered a Work-made-for-Hire, you irrevocably convey, grant, transfer and assign to us all right, title and interest which you may have now or in the future in and to the Materials. You agree to sign whatever assignment or other documents we request, during and after the Term, to evidence our ownership or to assist us in securing intellectual property rights in the Materials, and you warrant that you will obtain all rights from any third party acting on your behalf to comply with this provision.

8. YOUR ORGANIZATION AND MANAGEMENT

8.01. Organizational Documents. If you are, or at any time become, a business corporation, partnership, limited liability company or other legal entity, you and each of your Owners represent, warrant and agree that: (a) you are duly organized and validly existing under the laws of the state of your organization, and, if a foreign business corporation, partnership, limited liability company or other legal entity, you are duly qualified to transact business in the state in which the Restaurant is located; (b) you have the authority to execute and deliver this Agreement and to perform your obligations hereunder; (c) true and complete copies of the articles of incorporation, partnership agreement, bylaws, subscription agreements, buy-sell agreements, voting trust agreements and all other documents relating to your ownership, organization, capitalization, management and control have been delivered to us and all amendments thereto shall be promptly delivered to us; (d) your activities are restricted to those necessary solely for the development, ownership and operation of Charleys Restaurants in accordance with this Agreement and in accordance with any other agreements entered into with us or any of our Affiliates; (e) the articles of incorporation, partnership agreement or other organizational documents recite that the issuance, transfer or pledge of any direct or indirect legal or beneficial ownership interest is restricted by the terms of this Agreement; and (f) all certificates representing direct or indirect legal or beneficial ownership interests now or hereafter issued must bear a legend in conformity with applicable law reciting or referring to such restrictions.

8.02. Disclosure of Ownership Interests. You and each of your Owners represents, warrants and agrees that Exhibit A is current, complete and accurate. You agree that updated Exhibits A will be furnished promptly to us, so that Exhibit A (as so revised and signed by you) is at all times current, complete and accurate. Each person who is or becomes an Owner must execute a personal guaranty or agreement in form as we prescribe, the current form of which is attached as Exhibit C, undertaking to be bound jointly and severally by the terms of this Agreement. Each Owner must be an individual acting in his or her individual capacity, unless we waive this requirement.

8.03. Operating Partner/Management of Business. If you are, or at any time become, a business corporation, partnership, limited liability company or other legal entity, you must designate in Exhibit A as the “Operating Partner” an individual approved by us who must: (a) own and control, or have the right to own and control (subject to conditions reasonably acceptable to us), not less than 10% of your equity and voting rights; (b) have the authority

to bind you regarding all operational decisions with respect to the Restaurant; and (c) have completed our training program to our satisfaction.

You (or your Operating Partner): (a) shall exert your full-time and best efforts to the development and operation of the Restaurant and all other Charleys Restaurants you own; and (b) may not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility or time commitments or otherwise may conflict with your obligations hereunder. The Restaurant at all times must be managed by you (or your Operating Partner) or by a manager who has completed our training program to our satisfaction.

9. RESTAURANT OPERATING STANDARDS.

9.01. Condition of Restaurant. You must maintain the Restaurant's condition and appearance so that it is attractive, clean and efficiently operated. You agree to maintain the Restaurant's condition and appearance and to make such modifications and additions to its layout, decor, and general theme as we require from time to time, including replacement of worn-out or obsolete fixtures, equipment, furniture, signs and utensils, repair of the interior and exterior and appurtenant drive-thru and parking areas and periodic cleaning and redecorating. If at any time the general state of repair, appearance or cleanliness of the Restaurant or its fixtures, equipment, furniture, signs or utensils, does not meet our standards, we may notify you and specify the action you must take to correct such deficiency. If, within 10 days after receiving such notice, you fail or refuse to initiate and thereafter continue in good faith and with due diligence a bona fide program to complete such required maintenance, we have the right (in addition to our rights under Section 14), but not the obligation, to enter the Premises and do such maintenance on your behalf and at your expense. You must promptly reimburse us for such expenses.

You must periodically upgrade and/or remodel the Restaurant pursuant to our plans and specifications, provided, however, we will not require substantial remodeling more often than every 5 years during the Term.

If the Restaurant is damaged or destroyed by fire or other casualty, you must initiate within 30 days (and continue until completion) all repairs or reconstruction to restore the Restaurant to its original condition. If, in our reasonable judgment, the damage or destruction is of such a nature that it is feasible, without incurring substantial additional costs, to repair or reconstruct the Restaurant in accordance with the then standard Charleys Restaurant layout and decor specifications, we may require you to repair or reconstruct the Restaurant in accordance with those specifications.

You may not make any alterations to the Restaurant, nor any replacements, relocations or alterations of fixtures, equipment, furniture or signs, without our approval. We have the right at your expense to rectify any replacements, relocations or alterations not previously approved by us.

9.02. Uniform Image. You agree that the Restaurant will offer for sale food, beverages and other products and services that we determine from time to time to be appropriate for the Restaurant. You further agree that the Restaurant will not, without our approval, offer any products or services (including promotional items) not then authorized by

us. The Restaurant may not be used for any purpose other than the operation of a Charleys Restaurant in compliance with this Agreement. You agree that the Restaurant will offer courteous and efficient service and a pleasant ambiance.

9.03. Products and Services. You acknowledge that the reputation and goodwill of Charleys Restaurants is based on, and can be maintained only by, the sale of distinctive high quality products and services. Therefore, you agree that the Restaurant will use and/or offer for sale only food products, beverages, ingredients, uniforms, packaging materials, menus, forms, labels and other supplies and other products and services that conform to our specifications and quality standards and/or are purchased from suppliers we approve (which may include us and/or any of our Affiliates). We may modify the list of approved brands and/or suppliers. After notice of such modification, you may not reorder any brand or from any supplier which is no longer approved.

If you propose to use any food items, dry goods, fixtures, furniture, equipment, signs or supplies of a type, brand or model, or from a supplier that we have not approved, you must first notify us and submit sufficient information, specifications and samples concerning such item, brand and/or supplier so that we can decide whether such item and/or brand complies with our specifications and standards and/or such supplier meets our approved supplier criteria. For any food items or dry goods, you must complete our Supplier Information form for us to confirm the capability of the proposed supplier before purchasing any product for use in the Restaurant. We have the right to charge reasonable fees to cover our costs. We will notify you of our decision within a reasonable period of time. We may prescribe procedures for the submission of requests for approval and impose obligations on suppliers, which we may require to be incorporated in a written agreement. We may impose limits on the number of suppliers and/or brands for any of the foregoing items.

Subject to the provisions contained in this Section 9.03, you acknowledge and agree that (i) we and/or our Affiliates may receive payments, fees, commission or reimbursements from suppliers and third parties in respect to such purchases, (ii) we and/or our Affiliates may have investments in such suppliers, and (iii) we and/or our Affiliates may profit from your purchases from approved suppliers.

You must maintain at all times an inventory of approved food products, beverages, ingredients and other products sufficient in quantity, quality and variety to realize the Restaurant's full potential.

We may conduct market research to determine consumer trends and salability of new food products and services. You agree to cooperate by participating in our market research programs, test marketing new food products and services in the Restaurant and providing us timely reports and other relevant information regarding such market research. You must purchase a reasonable quantity of such test products and make a reasonable effort to sell them.

9.04. Specifications and Standards. You acknowledge that each and every aspect of the interior and exterior appearance, layout, decor, services, equipment and operation of the Restaurant is important to us and is subject to our specifications and standards. You agree to comply with all mandatory specifications, standards and operating procedures, as modified from time to time (whether contained in the Operations Manual or any other written

communication) relating to the appearance, function, cleanliness or operation of a Charleys Restaurant, including: (a) type, quality, taste, weight, dimensions, ingredients, uniformity, and manner of preparation, packaging and sale of food products and beverages; (b) sales procedures and customer service; (c) advertising and promotional programs; (d) appearance and dress of employees; (e) safety, maintenance, appearance, cleanliness, sanitation, standards of service and operation of the Restaurant; (f) days and hours of operation; and (g) bookkeeping, accounting and record keeping systems and forms.

9.05. Compliance With Laws. You must maintain in force in your name all required licenses, permits and certificates relating to the operation of the Restaurant. You must operate the Restaurant in full compliance with all applicable laws, ordinances and regulations. You must notify us in writing within 5 days after: (a) the commencement of any legal or administrative action, or the issuance of any order of any court, agency or other governmental instrumentality, which may adversely affect the development, occupancy or operation of the Restaurant or your financial condition; or (b) the delivery of any notice of violation or alleged violation of any law, ordinance or regulation, including those relating to health or sanitation at the Restaurant.

All of your advertising and promotion must be completely factual and must conform to the highest standards of ethical advertising. In all dealings with us, as well as your customers, suppliers, lessors and the public, you must adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. You agree to refrain from any business or advertising practice which may be injurious to our business, to the business of other Charleys Restaurants or to the goodwill associated with the Marks.

9.06. Personnel. Except as set forth in the Operations Manual, the Restaurant must at all times be under the direct, on premises supervision of a manager who has completed our training program to our satisfaction and staffed by a sufficient number of competent and properly trained employees. You (or your Operating Partner) at all times must remain active in overseeing the operations of the Restaurant. If the relationship with your Operating Partner terminates, you must promptly hire a successor Operating Partner. Any successor Operating Partner must meet our approval and must successfully complete our training program.

You agree to maintain a competent, conscientious, trained staff in numbers sufficient to promptly service customers, including specified positions and minimum staffing levels that we may establish from time to time in the Operations Manual. Your Restaurant employees that operate as crew members or managers must be active users of our learning management platform as this is the primary vehicle for the delivery of our restaurant training programs. All crew members are required to be properly certified (as defined by us) for the positions in which they work to ensure that brand standards are met. You are solely responsible for all employment decisions and functions for the Restaurant, including, without limitation, those related to hiring, firing, remuneration, personnel policies, training, benefits, insurance, compliance with wage and hour requirements, recordkeeping, and the supervision, direction, and discipline of employees. You must establish at the Restaurant an employee training program meeting our standards.

9.07. Insurance. You are responsible for all loss or damage arising from or related to your development and operation of the Restaurant and all demands or claims with respect

to any loss, liability, personal injury, death, property damage or expense occurring upon the premises of, or arising from the development and/or operation of, the Restaurant. You shall maintain in full force and effect throughout the term of this Agreement that insurance that you determine is necessary or appropriate for liabilities caused by or occurring in connection with the development or operation of the Restaurant, which shall include, at a minimum, insurance policies of the kinds, and in the amounts, as set forth in the Operations Manual and as specified by your lease or sublease. We, and any entity with an insurable interest that we designate, shall be an additional insured in such policies to the extent each has an insurable interest.

All insurance policies shall be written by an insurance company or companies satisfactory to us, in compliance with the standards, specifications, coverages and limits set forth in the Operations Manual or otherwise provided to you in writing. We may reasonably increase the minimum coverage required and/or require different or additional kinds of insurance to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. We will provide to you written notice of such modifications, and upon receipt, you shall take prompt action to secure the additional coverage or higher policy limits.

No later than 10 days before you begin construction of the Restaurant, and on each insurance policy renewal date thereafter, you must submit to us evidence of satisfactory insurance and proof of payment. The evidence of insurance shall include a statement by the insurer that the policy or policies will not be canceled or materially altered without at least 30 days' prior written notice to us. Upon our request, you must provide to us copies of any policies and policy amendments and riders.

You acknowledge that no requirement for insurance contained in this Agreement constitutes advice or a representation by us that only such policies, in such amounts, are necessary or adequate to protect you from losses in connection with your business under this Agreement. If you fail or refuse to maintain any required insurance coverage, or to furnish satisfactory evidence thereof, we, at our option and in addition to our other rights and remedies hereunder, may obtain such insurance coverage on your behalf. If we do so, you must fully cooperate with us in our effort to obtain such insurance policies and pay us any costs and premiums we incur.

Your obligation to maintain insurance coverage is not diminished in any manner by reason of any separate insurance we may choose to maintain, nor does it relieve you of your obligations under Section 17.02.

9.08. Programs. You agree to participate in and comply with the terms of all marketing, advertising, operating and quality assurance programs and policies required by us for the System (including, without limitation, any Internet-based or other electronic advertising and marketing conducted and prescribed by us), in the manner directed by us in the Operations Manuals or otherwise in writing. Such programs and policies may include, without limitation, any customer loyalty programs, corporate programs, voucher program, customer satisfaction program and all other programs designated by us that do not violate the laws of the state/locality in which the Restaurant is located. We may also establish and coordinate advertising, marketing and sales programs, customer loyalty programs and other activities among Restaurants, including restaurants owned or operated by our Affiliates, on

a local or regional basis and you agree to participate in and comply with such programs and activities on the same basis as other participating Restaurants in the same region as the Restaurant. We reserve the right to impose a fee for your failure to participate in such programs and activities.

10. MARKETING AND ADVERTISING.

10.01. Advertising and Promotion Obligation. During the term of this Agreement, you shall have a weekly advertising and promotion obligation (“APO”) in an amount up to 5% of the Gross Sales of the Restaurant as set forth in this Section 10. Your APO as of the date of this Agreement is set forth in Exhibit B. Following written notice to you, we may modify the amount and allocation of the APO among the Marketing Fund, local store marketing (“LSM”) as described in Section 10.03, or an advertising cooperative in accordance with Section 10.04.

10.02. Charleys Marketing Fund. We have established a Charleys marketing fund (“Marketing Fund”) for the enhancement and protection of the System and the Marks, and for the creation and development of advertising, marketing and public relations, research and related programs, activities and materials that we, in our sole discretion deem appropriate. The Marketing Fund shall be administered by us or any successor entity designated by us. You must contribute to the Marketing Fund amounts that we establish from time to time, which are payable weekly together with the royalty fees due hereunder. Your Marketing Fund contribution as of the date of this Agreement is set forth in Exhibit B. Charleys Restaurants that we and our Affiliates own shall contribute to the Marketing Fund on the same basis as comparable franchisees.

Although the Marketing Fund is intended to maximize general recognition and patronage of the Marks for the benefit of all Charleys Restaurants, we cannot assure you that any particular Charleys Restaurant will benefit directly or pro-rata from the placement of advertising. Funds contributed to the Marketing Fund may be used to pay for the cost of preparing and producing materials and campaigns we select, including video, audio and written advertising materials, and for the cost of employing advertising agencies, in-house staff and supporting market research activities. We may furnish you with marketing, advertising and promotional materials at cost, plus any related administrative, shipping, handling and storage charges.

We will account for funds in the Marketing Fund separately from our other funds and will not use these funds to defray any of our general operating expenses, except for reasonable salaries, administrative costs and overhead we may incur in activities related to the administration of the Marketing Fund and its programs, including conducting market research, preparing advertising and marketing materials, travel costs and meeting expenses and collecting and accounting for contributions to the Marketing Fund. All disbursements from the Marketing Fund shall be made first from income and then from contributions. We may spend in any fiscal year an amount greater or less than the aggregate contributions of all Charleys Restaurants to the Marketing Fund in that year, and we may borrow from our affiliates or other lenders to cover deficits in the Marketing Fund or invest any surplus for future use.

We will prepare annually a statement of monies collected and costs incurred by the Marketing Fund and furnish you a copy upon your written request. Except as otherwise expressly provided in this Section, we do not assume any direct or indirect liability or obligation with respect to the maintenance, direction or administration of the Marketing Fund. We do not act as trustee or in any other fiduciary capacity with respect to the Marketing Fund. We have the right to terminate and discontinue the Marketing Fund at any time, effective upon notice.

10.03. Local Store Marketing. You must spend for approved LSM on a quarterly basis, the difference between our established APO and the amount you contribute to the Marketing Fund or an advertising cooperative. Your required LSM expenditure as of the date of this Agreement is set forth in Exhibit B. Within 30 days after the end of each fiscal quarter, you must provide us or our designee copies of all documentation demonstrating the amount and types of LSM expenditures made by you in the prior fiscal quarter. For these purposes, LSM expenditures include: amounts spent for advertising media, such as television, radio, newspaper, billboards, posters, direct mail, yellow pages, collateral promotional and novelty items, digital or social media advertising, advertising on public vehicles, such as taxis and buses, and, if not provided by us, the cost of producing approved materials necessary to participate in these media. As part of your ongoing marketing efforts and to build up the goodwill of your Restaurant in your community, we have the right to require you to participate in charitable programs and/or fundraising campaigns (which may include, but are not limited to, the use of donation boxes placed in your Restaurant and product promotions), all proceeds of which, will be donated or used for charitable purposes. Advertising expenditures do not include amounts spent for items which we, in our reasonable judgment, deem inappropriate for meeting the minimum advertising requirement, including permanent on-premises signs and menu boards, lighting, menus, premiums, discounts, loyalty programs, free offers, and employee incentive programs.

If, in any fiscal year, you spend less than the required amount for the Restaurant for authorized LSM expenditures, you must contribute the difference between the required amount and the amount actually spent in that fiscal year to the Marketing Fund within 110 days after demand for payment is sent to you. In determining whether you have spent the required amount for the Restaurant for these purposes in any fiscal year, only expenditures made in that fiscal year will be counted and there will be no carryover from a previous fiscal year of any expenditures.

You must submit to us for our prior approval, samples of all advertising and promotional materials not prepared or previously approved by us and which vary from our standard advertising and promotional materials. You may not use any advertising or promotional materials that we have disapproved. You may not issue any press or other media releases or other communication regarding the Restaurant without our prior written consent.

We have the right to establish local and/or regional advertising cooperatives for Charleys Restaurants in your local or regional area, covering such geographical areas as we may designate from time to time. You must participate in such advertising cooperative(s) and their programs (other than price advertising, as to which you may choose not to participate) and abide by its by-laws. You must contribute such amounts to the advertising cooperative(s) as they determine from time to time in accordance with their by-laws. Any Charleys Restaurants owned by us or any of our Affiliates located in such designated local or

regional area(s) will contribute to the cooperative(s) on the same basis. Contributions to such local and regional advertising cooperatives are credited toward your APO required by Section 10.01; however, if we provide you and your local and/or regional advertising cooperative 90 days' notice of a special regional promotion, you must participate in such promotion and pay to us any regional advertising fees assessed in connection therewith, beginning on the effective date of such notice and continuing until such regional promotion is concluded. Any such special regional advertising fees shall be in addition to, and not credited towards, the 5% APO required by this Section.

You agree not to promote, offer or sell any products or services relating to your Restaurant, or to use any of the Marks, through the Internet, any Web site or any other similar future technological avenues without our consent, which consent may be withheld for any reason or no reason. In connection with any such consent, we may establish such requirements as we deem appropriate, including (a) obtaining our prior written approval of any Internet domain name and home page addresses and social networking sites; (b) submission for our approval of all Web site and social networking pages, materials and content; (c) use of all hyperlinks and other links; (d) restrictions on use of any materials (including text, video clips, photographs, images and sound bites) in which any third party has any ownership interest; and (e) obtaining our prior written approval of any modifications.

10.04. Changes in the APO. We have the right, following written notice to you, to reallocate and/or increase the APO. We may not increase the APO above 5% of Gross Sales; however, this limitation on us does not prevent the Restaurant's advertising cooperative from requiring a special regional promotional expenditure, that when added to your Marketing Fund contribution, advertising cooperative contribution and LSM expenditures, results in a total APO in excess of 5% of Gross Sales.

11. RECORDS AND REPORTS.

11.01. Records. You agree to prepare and to maintain for 5 years complete and accurate books, records (including invoices and records relating to your advertising expenditures) and accounts (using our standard chart of accounts) for the Restaurant, copies of your sales tax returns and such portions of your state and federal income tax returns as relate to the Restaurant. All such books and records shall be kept at the Premises, unless we otherwise approve.

11.02. Computer and Point of Sale Systems. You must purchase or lease, and thereafter maintain, such computer hardware and software including a point of sale system, required dedicated telephone, cable, satellite, wireless and communications capabilities, and power lines, modem(s), printer(s), and other computer-related accessories or peripheral equipment as we approve, for the purpose of, among other functions, recording sales data, customer data and other record keeping and central functions. You must record all sales on point of sale system designated or approved by us. We may require you to use our designated vendors to install your point of sale system at the Restaurant.

Your computer and point of sale systems must be fully compatible with our computer system and include an information interface capability to communicate electronically with our computer system. We have the right to use the data we collect for any purpose, except that we shall not provide financial data to third parties, outside of our system or network, in

such a form that readily identifies the Restaurant, unless we are required to do so by law, regulation, or order. If we require you to use proprietary software, you agree to execute and comply with such software license agreements as we deem necessary to protect our interests, and you agree to pay such license, training, and maintenance fees as we deem reasonably appropriate.

In view of the contemplated interconnection of computer and point of sale systems and the necessity that such systems be compatible with each other, you agree that you will strictly comply with our standards and specifications for all items associated with your computer and point of sale systems, incorporate any software or hardware required to perform the tasks described in this Section 11.02, and otherwise operate your computer and point of sale systems in accordance with our standards and specifications. In addition to other requirements of this Agreement to provide us with information and reports, you agree to provide us with the information that we reasonably require concerning your compliance with respect to data, privacy, and cybersecurity requirements.

To ensure full operational efficiency and optimum communication capability between and among computer systems, point of sale systems, and accounting systems installed by you, us, and other franchisees, you agree, at your expense, to keep your computer and point of sale systems in good maintenance and repair, and, at your expense to promptly install such upgrades, additions, changes, modifications, substitutions, and/or replacements to your computer hardware, software, point of sale system, network/connectivity devices and configurations, payment card industry (PCI) compliance, telephone and other communications systems, and power lines, and other computer-related facilities, as we direct.

11.03. Periodic Reports. You must furnish us: (a) no later than Tuesday of each Week, a report of Gross Sales for the immediately preceding Week; (b) no later than the 15th day following the end of each Monthly Period, which is each 4 or 5 Week period conforming to our Fiscal Year, an income statement and statement of cash flow for the Restaurant for such Monthly Period and for the year-to-date and a balance sheet as of the end of such month; (c) within 90 days after the end of each Fiscal Year, a year-end balance sheet and income statement and statement of cash flow of the Restaurant for such Fiscal Year, reflecting all year-end adjustments and accruals; and (d) such other information as we may require from time to time, including food and labor cost reports, profit and loss statements, sales and income tax statements, and restaurant development costs.

You must verify that the information in each such report and financial statement is complete and accurate and sign it. We have the right to disclose data from such reports and statements if we consider disclosure advisable. We reserve the right to require that your annual financial statements be audited, at your expense, by an independent certified public accountant approved by us.

12. INSPECTIONS OF THE RESTAURANT.

12.01. Inspections. We and our designated agents have the right at any reasonable time and without prior notice to: (a) inspect the Restaurant; (b) observe, photograph, record, audio-tape and/or video tape the operations of the Restaurant; (c) remove samples of any food and beverage products, materials or supplies for testing and analysis; and (d) interview personnel and customers of the Restaurant. You agree to cooperate fully with such activities.

If the inspection reveals deficiencies in the operation of the Restaurant or your failure to conform to the Operations Manual, as determined in our sole discretion, you shall, at our discretion: (a) upon our or our designated agent's written request, take such steps as may be necessary to correct such deficiencies within the time specified by us and provide our representatives with lodging, without charge, and reimburse us for the travel expenses incurred by such representatives in subsequent evaluations to determine whether all deficiencies have been corrected and/or (b) pay such fees as are imposed by our then-current quality assurance program(s).

12.02. Audits. We have the right at any time during business hours, and without prior notice to you, to inspect, copy and audit the books, records, tax returns and documents relating to the development, ownership, lease, occupancy or operation of the Restaurant. You must cooperate fully with our representatives and independent accountants conducting such audits. If any inspection or audit discloses an understatement of Gross Sales, you must pay us, within 7 days after receipt of the audit report, the royalty fees and Marketing Fund contributions due on the amount of such understatement, plus interest (as provided in Section 6.05) from the date originally due until the date of payment. Further, if such inspection or audit is made necessary by your failure to furnish reports, records or information on a timely basis, or if we determine an understatement of Gross Sales for the period of any audit to be greater than 1%, you must reimburse us for the cost of such audit or inspection, including the charges of any attorneys and independent accountants and the travel expenses, room and board and compensation of our employees.

13. FRANCHISEE'S RIGHT TO TRANSFER.

13.01. GEI's Approval. The rights and duties created by this Agreement are personal to you or, if you are a business corporation, partnership, limited liability company or other legal entity, your Owners. Accordingly, neither you nor any of your Owners may Transfer the Franchise without our approval and without complying with all of the provisions of Section 13. Any Transfer without such approval or compliance constitutes a breach of this Agreement and is void and of no force or effect.

In this Agreement, "Transfer" or "Transfer the Franchise" – or similar words – means the direct or indirect sale, assignment, transfer, exchange, conversion, license, sublicense, lease, sublease, mortgage, pledge, collateral assignment, grant of a security, collateral or conditional interest or other encumbrance in or on, or other disposition, whether voluntary, involuntary, by operation of law or otherwise, of this Agreement, any interest in or right under this Agreement, any form of legal or beneficial ownership interest in you, or any form of ownership interest or right to participate in or receive the benefit of the assets, revenues, income or profits of your Restaurant, or any one or more other acts or events not covered by the foregoing that we reasonably determine to be a form of direct or indirect transfer, including:

(1) any transfer, redemption or issuance of a legal or beneficial ownership interest in the capital stock of, a membership interest in, or a partnership interest in, you or of any interest convertible into or exchangeable for capital stock of, a membership interest in or a partnership interest in, you;

(2) any merger or consolidation between you and another entity, whether or not you are the surviving entity, or any conversion of your entity from one form of legal entity into another form of legal entity, or any sale, exchange, encumbrance or other disposition of your assets;

(3) any transfer in connection with or as a result of a divorce, dissolution of marriage or similar proceeding or a property settlement or legal separation agreement in the context of a divorce, dissolution or marriage or similar proceeding, an insolvency, bankruptcy or assignment for benefit of creditors, a judgment, a corporate, limited liability company or partnership dissolution or otherwise by operation of law;

(4) any transfer by gift, declaration of trust, transfer in trust, revocation of trust, trustee succession, trust termination, discretionary or mandatory trust distribution, occurrence of any event (e.g., death of a person) that affects or ripens the rights of contingent beneficiaries, exercise of a power of appointment, exercise of a withdrawal right, adjudication of your or any Owner as legally disabled, or upon or after your death or the death of any of your Owners by will, disclaimer of the laws of intestate succession or otherwise; or

(5) any foreclosure upon your Restaurant or the transfer, surrender or loss by you of possession, control or management of your Restaurant.

13.02. Conditions for Approval. If we have not exercised our right of first refusal under Section 13.06, we will not unreasonably withhold our approval of a Transfer of the Franchise that meets all of the reasonable restrictions, requirements and conditions we impose on the Transfer, the transferor(s) and/or the transferee(s), including the following:

(1) you have completed development of the Restaurant and are operating the Restaurant in accordance with this Agreement;

(2) you and your Owners and Affiliates are in compliance with the provisions of this Agreement and all other agreements with us or any of our Affiliates;

(3) the proposed transferee, or its Owners (if the proposed transferee is a legal entity), must provide us on a timely basis all information we request, must be individuals acting in their individual capacities who are of good character and reputation, who must have sufficient business experience, aptitude and financial resources to operate the Restaurant, and who must otherwise meet our approval;

(4) the transferee (or its operating partner) and its managers must have completed our initial training program to our satisfaction;

(5) the transferee (and its owners) must agree to be bound by all of the provisions of this Agreement for the remainder of its term or, at our option, execute our then current standard form of franchise agreement and related documents used in the state in which the Restaurant is located for a term which is the remainder of the term of this Agreement (which may provide for different royalty fees, Marketing Fund contributions and expenditures, duration and other rights and obligations than those provided in this Agreement and which we may require to be guaranteed by you and your Owners);

(6) the transferee must pay us a transfer fee equal to the greater of \$10,000 or our costs incurred in connection with the Transfer;

(7) you and your Owners and Affiliates must, except to the extent limited or prohibited by applicable law, execute a general release, in form and substance satisfactory to us, of any and all claims against us and our Affiliates, stockholders, officers, directors, employees, agents, successors and assigns;

(8) we must not have disapproved the material terms and conditions of such Transfer (including the price and terms of payment) on the basis that they are so burdensome as to be likely, in our judgment, to adversely affect the transferee's operation of the Restaurant or its compliance with its franchise agreements;

(9) if you (or any of your Owners or Affiliates) finance any part of the sale price of the transferred interest, you and/or your Owners or Affiliates must agree that all obligations of the transferee, and security interests reserved by any of them in the assets of the Restaurant, will be subordinate to the transferee's obligations to pay all amounts due us and our Affiliates and to otherwise comply with this Agreement or the new franchise agreement executed by the transferee;

(10) you and your Owners must execute a noncompetition covenant, in form and substance satisfactory to us, in favor of us and the transferee agreeing that, for a period of 2 years, starting on the effective date of the Transfer, you and your Owners will not directly or indirectly (such as through members of your or their Immediate Families) own any legal or beneficial interest in, or render services or give advice to: (1) any Competitive Business that is located at the Premises or within a 3-mile radius of the Premises; (2) any Competitive Business that is located within a 3-mile radius of any other Charleys Restaurant in operation or under construction as of the effective date of such Transfer; or (3) any entity which grants franchises, licenses or other interests to others to operate any Competitive Business; and

(11) you and your Owners and Affiliates must execute such other documents and do such other things as we may reasonably require to protect our rights under this Agreement and under any area development agreement.

13.03. Effect of Approval. Our approval of a Transfer of the Franchise does not constitute: (a) a representation as to the fairness of the terms of any agreement or arrangement between you or your Owners and the transferee or as to the prospects of success of the Restaurant by the transferee; or (b) a release of you and your Owners, a waiver of any claims against you or your Owners or a waiver of our right to demand the transferee's exact compliance with this Agreement. Any approval shall apply only to the specific Transfer of the Franchise being proposed and shall not constitute an approval of, or have any bearing on, any other Transfer of the Franchise.

13.04. Special Transfers. Neither Section 13.02(1), (3), (5) or (6) nor Section 13.06 shall apply to any Transfer of the Franchise among any of your then current Owners. Neither Section 13.02(6) or (8) nor Section 13.06 shall apply to any Transfer of the Franchise to your Immediate Family or the Immediate Family of one of your then-current Owners (if a business corporation, partnership, limited liability company or other entity). On 30 days' prior notice to us, you (if you are an individual or partnership) may Transfer this Agreement, in

conjunction with a Transfer of all of the assets of the Restaurant, by an agreement in form and substance approved by us, to a corporation or limited liability company which conducts no business other than the Restaurant (and other Charleys Restaurants under franchise agreements granted by us), and of which you own and control all of the equity and voting power of all issued and outstanding capital stock or membership interests. None of the foregoing assignments shall relieve you or your Owners of your respective obligations hereunder, and you and your Owners remain jointly and severally liable for all obligations hereunder.

13.05. Death or Disability of Franchisee. Upon your death or permanent disability, or the death or permanent disability of the Operating Partner or an Owner of a controlling interest in Franchisee, the executor, administrator or other personal representative of such person shall Transfer their interest in this Agreement or their interest in Franchisee to a third party approved by us in accordance with all of the applicable provisions of Section 13 within a reasonable period of time, not to exceed 3 months from the date of death or permanent disability. A person shall be deemed to have a “permanent disability” if his personal, active participation in the development and operation of the Restaurant is for any reason curtailed for a continuous period of 6 months.

13.06. GEI’s Right of First Refusal. If you or any of your Owners desire to Transfer the Franchise (other than by gift or bequest), you or such Owner must obtain a bona fide, executed written offer and earnest money deposit in the amount of at least 5% of the offering price from a responsible and fully disclosed purchaser and must deliver immediately to us a complete and accurate copy of such offer. If the offeror proposes to buy any other property or rights from you or any of your Owners or Affiliates (other than rights under other franchise agreements for Charleys Restaurants) as part of the bona fide offer, the proposal for such property or rights must be set forth in a separate, contemporaneous offer that is disclosed to us, and the price and terms of purchase offered to you or your Owners for the Transfer of the Franchise must reflect the bona fide price offered therefor and may not reflect any value for any other property or rights.

We have the option, exercisable by notice delivered to you or your Owners within 30 days from the date of delivery of a complete and accurate copy of such offer to us, to purchase such interest for the price and on the terms and conditions contained in such offer, provided that: (a) we may substitute cash for any form of payment proposed in such offer; (b) our credit shall be deemed equal to the credit of any proposed purchaser; and (c) we will have not less than 90 days from the option exercise date to consummate the transaction. We have the right to investigate and analyze the business, assets and liabilities and all other matters we deem necessary or desirable in order to make an informed investment decision with respect to the fairness of the terms of our right of first refusal. We may conduct such investigation and analysis in any manner we deem reasonably appropriate, and you and your Owners must cooperate fully with us in connection therewith.

If we exercise our option to purchase, we are entitled to purchase such interest subject to all representations and warranties, releases, non-competition covenants, closing documents and indemnities as we reasonably may require. If we do not exercise our option to purchase, you or your Owners may complete the sale to such offeror pursuant to and on the exact terms of such offer, subject to our approval of the Transfer as provided in Sections 13.01 and 13.02, provided that if the sale to such offeror is not completed within 90 days after

delivery of such offer to us, or if there is a material change in the terms of the offer, you must promptly notify us and we will have an additional option to purchase (on the terms of the revised offer, if any, and otherwise as set forth herein) during the 30 day period following your notification of the expiration of the 90 day period or the material change to the terms of the offer.

14. TERMINATION OF AGREEMENT.

14.01. Automatic Termination. You are in material breach of this Agreement, and this Agreement will automatically terminate without notice, at our discretion, if you become insolvent by reason of your inability to pay your debts as they mature; if you are adjudicated bankrupt or insolvent; if you file a petition in bankruptcy, reorganization or similar proceedings under the bankruptcy laws of the United States or have such a petition filed against you which is not discharged within 30 days; if a receiver or other custodian, permanent or temporary, is appointed for your business, assets, property; if you request the appointment of a receiver or make a general assignment for the benefit of creditors; if final judgment against you in the amount of \$25,000 or more remains unsatisfied of record for 30 days or longer; if your bank accounts, property or accounts receivable are attached; if execution is levied against your business or property; if suit is filed to foreclose any lien or mortgage against any of your assets and such suit is not dismissed within 30 days; if you voluntarily dissolve or liquidate or have a petition filed for corporate or partnership dissolution and such petition is not dismissed within 30 days; or if your assets, property or interests are “blocked” under any law or regulation relating to terrorist activities or if you are otherwise in violation of any such law or regulation.

14.02. Termination Upon Notice Without Opportunity to Cure. In addition to our right to terminate pursuant to other provisions of this Agreement and under applicable law, you will be deemed to be in default under this Agreement, and we will have the right to terminate this Agreement and all rights granted under this Agreement, without affording you any opportunity to cure the default, effective immediately upon the delivery of our written notice of termination to you, if you or any of your Owners or Affiliates:

- (1) fail to open the Restaurant and start business, as provided in Section 3.04;
- (2) abandon or fail to actively operate the Restaurant for 3 consecutive days, except where such failure to actively operate results solely from events constituting force majeure;
- (3) surrender or transfer control of the operation of the Restaurant without our prior consent;
- (4) make any material misstatement or omission in an application for a Charleys franchise or in any other information provided to us;
- (5) suffer cancellation or termination of the lease or sublease for the Restaurant;
- (6) are convicted of, or plead no contest to, a felony or other crime or offense, or engage in other conduct, that we reasonably believe may adversely affect the goodwill associated with the Marks;

(7) make an unauthorized Transfer of the Franchise or fail to Transfer the Franchise or the interest of a deceased or disabled principal Owner of Franchisee as herein required;

(8) make any unauthorized use or disclosure of any Confidential Information or use, duplicate or disclose any portion of the Operations Manual in violation of this Agreement;

(9) fail or refuse to comply with any mandatory specification, standard or operating procedure prescribed by us in this Agreement or in the Operations Manual relating to the cleanliness or sanitation of the Restaurant or the wholesomeness of food products served at the Restaurant, or violate any health, safety or sanitation law, ordinance or regulation, and do not correct such failure, refusal or violation within 24 hours after written notice thereof is delivered to you;

(10) commit 3 or more defaults under this Agreement within any period of 12 consecutive months, whether or not such default is cured after notice is delivered to you;

(11) remain in default beyond the applicable cure period under any other agreement with us or our Affiliates (provided that, if the default is not by you, we shall provide to you written notice of the default and a 30-day period to cure the default); remain in material default beyond the applicable cure period under any real estate lease, equipment lease, financing instrument or supplier contract relating to the Restaurant; or fail to pay when due any taxes or assessments relating to the Restaurant or its employees, unless you are actively prosecuting or defending the claim or suit in a court of competent jurisdiction or by appropriate government administrative procedure or by arbitration or mediation conducted by a recognized alternative dispute resolution organization.

14.03. Termination With Notice and Opportunity to Cure. Except as otherwise provided above in Sections 14.01 and 14.02 above, if you fail to comply with any other provision of this Agreement or any mandatory specification, standard or operating procedure prescribed by us in this Agreement or in the Operations Manual, we may terminate this Agreement by giving you written notice of termination stating the nature of the default at least 30 days before the effective date of termination; provided, however, that you may avoid termination by immediately initiating a remedy to cure such default, curing it to our satisfaction, and by promptly providing proof of the cure to us, all within the 30 day period. If any such default is not cured within the specified time (or such longer period as applicable law may require), then this Agreement shall terminate without further notice to you effective immediately upon the expiration of the 30 day period or such longer period as applicable law may require.

Notwithstanding the provisions of preceding paragraph, if you fail to accurately report Gross Sales or pay any amounts due to us or any of our Affiliates within 5 days after receiving written notice of default, then this Agreement will terminate effective immediately upon expiration of that time, unless we notify you otherwise in writing.

15. RENEWAL RIGHTS.

15.01. Your Right To Renew. You have the right, subject to the conditions contained in Section 15, to renew the franchise for the Restaurant on the terms and conditions of our then current form of franchise agreement for Charleys Restaurants, if upon expiration of the Term: (a) you and your Owners and Affiliates are in compliance with this Agreement and any other agreements with us or any of our Affiliates, and you and your Owners have been in substantial compliance with this Agreement throughout the Term; and (b) you maintain the right to possession of the Premises for the term of the new franchise agreement and enter into an agreement with us whereby you agree within a specified time period, starting on the signing of a new franchise agreement, to remodel the Restaurant, add or replace improvements, fixtures, furnishings, equipment and signs and otherwise modify the Restaurant to upgrade the Restaurant to the specifications and standards then applicable for new Charleys Restaurants. You will be obligated to pay our then-current standard renewal franchise fee for a Charleys Restaurant, which currently is Ten Thousand Dollars (\$10,000).

15.02. Notices. You must give us written notice of your desire to renew the franchise at least 180 days prior to the expiration of this Agreement. We will give you notice, not later than 60 days after receipt of your notice, of our decision whether or not you have the right to renew the franchise pursuant to Section 15.01. Notwithstanding any notice of our decision that you have the right to renew the franchise for the Restaurant, your right will be subject to your continued compliance with all the provisions of this Agreement up to the date of its expiration.

15.03. Agreements. If you have the right to renew the franchise in accordance with Section 15.01 and state your desire to exercise that right in accordance with Section 15.02, we and you (and your Owners) will execute the form of franchise agreement (which may contain provisions, including royalty fees and Marketing Fund contributions, materially different from those contained herein) and all ancillary agreements (including, personal guarantees by your Owners and a remodeling agreement on such terms as we determine to be appropriate) which we then customarily use in granting franchises for the operation of Charleys Restaurants, and you and your Owners must execute general releases, in form and substance satisfactory to us, of any and all claims against us, and our Affiliates, officers, directors, employees, agents, successors and assigns. Failure by you (and your Owners) to sign such agreements and releases (and to pay the required renewal franchise fee) within 30 days after delivery to you shall be deemed an election by you not to renew the franchise for the Restaurant.

16. EFFECT OF TERMINATION OR EXPIRATION.

16.01. Payment of Amounts Owed to Us. Within 30 days after the effective date of termination or expiration (without renewing the franchise) of this Agreement, you must pay us and our Affiliates all royalty fees, Marketing Fund contributions, amounts owed for purchases from us or our Affiliates, interest due on any of the foregoing and all other amounts owed to us or our Affiliates which are then unpaid.

16.02. Discontinue Use of Marks and Confidential Information.

Upon the termination or expiration (without renewing the franchise) of this Agreement, you will:

(1) not directly or indirectly at any time or in any manner use any Mark, any colorable imitation of any Mark or any other indicia of a Charleys Restaurant;

(2) take such action as may be required to cancel all fictitious or assumed name registrations relating to your use of any Mark;

(3) notify the telephone company and all telephone directory publishers of the termination or expiration of your right to use any telephone number and any regular, classified or other telephone directory listings associated with any Mark and to authorize transfer of the number to us or at our direction;

(4) if we do not exercise our right to purchase the Restaurant pursuant to Section 16.04, promptly remove from the Premises, and discontinue using for any purpose, all signs, fixtures, furniture, decor items, advertising materials, forms and other materials and supplies which display any of the Marks or any distinctive features, images, or designs associated with Charleys Restaurants (including wallpaper, signage, graphics, photos, tiles, perimeter design lighting, menu board, awnings) and, at your expense, make such alterations as may be necessary (and as we may require) to distinguish the Premises so clearly from its former appearance as a Charleys Restaurant and from other Charleys Restaurants as to prevent any possibility of confusion by the public;

(5) immediately cease to use all Confidential Information and return to us all copies of the Operations Manual and any other confidential materials which have been provided to you;

(6) immediately discontinue any mode of communications on the Internet directly or indirectly relating to your Restaurant, including any electronic identifiers including social networking sites, email addresses, Web sites or pages associated with your Restaurant, and immediately take all steps required by us to transfer any domain name associated with your Restaurant to us (such as executing a Registrant Name Change Agreement with the applicable Registrar). You irrevocably appoint the person who is then our president as your duly authorized agent and attorney-in-fact to execute all instruments and take all steps to transfer such domain names;

(7) immediately cease to use all computer software licensed by us or any of Affiliates and comply with your obligations under any software license agreements; and

(8) within 30 days after the effective date of termination or expiration, furnish us evidence satisfactory to us of your compliance with the foregoing obligations.

16.03. Liquidated Damages If you default on your obligations and we terminate this Agreement prior to the expiration of the term of this Agreement, it is hereby agreed by the parties that the amount of damages which we would incur for any such termination of this Agreement would be difficult, if not impossible, to accurately ascertain. Accordingly, within

thirty (30) days after the effective date of termination of this Agreement you shall pay to us, in addition to the amounts owed under Section 16.01 above, liquidated damages, which shall be calculated as the product of: (a) the total royalty fees that you were obligated to pay us based on the Gross Sales of the Restaurant during the one (1) year period prior to termination (or, if the Restaurant was open for less than one (1) year, the total royalty fees that you were obligated to pay us based on the Gross Sales of the Restaurant during the period of time that the Restaurant was in operation); (b) multiplied by three (3) (unless there are less than three (3) years remaining in the term of this Agreement at the time of termination, in which case the royalty fees shall be multiplied by the number of years, or portion of years, remaining). These liquidated damages shall not to be construed as a penalty and shall be the joint and several liability of you and your guarantors. The parties acknowledge and agree that: (1) the liquidated damages are a reasonable estimation of the damages that would be incurred by us resulting from or arising out of the premature termination of this Agreement; and (2) your payment of such liquidated damages is intended to fully compensate us only for any and all damages related to or arising out of the premature termination of this Agreement, and shall not constitute an election of remedies, waiver of any default under this Agreement, nor waiver of our claim for other damages and/or equitable relief arising out of your breach of this Agreement. The imposition of liquidated damages shall be at our option. We are not required to impose liquidated damages and may, in addition or in lieu thereof, pursue other remedies available to us under the terms and conditions of this Agreement, in equity or at law in the event of your default under this Agreement, including actual damages incurred by us, if such can be ascertained. All such remedies shall be cumulative and non-exclusive.

16.04. Option to Purchase Restaurant. Upon termination or expiration (without renewing the franchise) of this Agreement, we have the right, exercisable by giving notice thereof (“Appraisal Notice”) within 10 days after the date of such termination or expiration, to require that a determination be made of the “Agreed Value” (as defined below) of all the personal property used in the Restaurant which you own, including inventory of non-perishable products, materials, supplies, furniture, equipment, signs, but excluding any cash and short-term investments and any items not meeting our specifications for Charleys Restaurants (the “Purchased Assets”). Upon such notice, you may not sell or remove any of the personal property of the Restaurant from the Premises and must give us, our designated agents and the “Appraiser” (as defined below) full access to the Restaurant and all of your books and records at any time during customary business hours in order to conduct inventories and determine the purchase price for the Purchased Assets.

The Agreed Value shall be determined by consultation between you and us. If you and we are unable to agree on the Agreed Value of the Purchased Assets within 15 days after the Appraisal Notice, then the Agreed Value will be as follows: (a) in the event of an expiration (without renewing the franchise) of this Agreement, the Agreed Value shall be the “Fair Market Value,” consisting of the amount which an arm’s length purchaser would be willing to pay for the Purchased Assets, assuming that the Purchased Assets would be used for the operation of a Charleys Restaurant under a valid franchise agreement reflecting the then-current (or if we are not offering franchises at that time, then the most recent) standard terms upon which we offer franchises for Charleys Restaurants, less the cost of any required remodeling; and (b) in the event of any termination of this Agreement, the Agreed Value shall be the lesser of the Appraised Asset Value (as defined below) and the Net Book Value (as defined below).

The “Appraised Asset Value” shall be the amount which an arm’s length purchaser would be willing to pay for the Purchased Assets, considering their age and condition and without reference to their use in a Charleys Restaurant. The “Net Book Value” shall be the net book value of the Purchased Assets, as reflected on your books and records, provided all capital assets will be depreciated on a straight line basis over a reasonable period of time not to exceed 5 years, without residual value. The Fair Market Value, the Appraised Asset Value and/or Net Book Value will be determined by a member of a nationally recognized accounting firm (other than a firm which conducts audits of our financial statements) selected by us who has experience in the valuation of restaurant businesses (the “Appraiser”). We will notify you of the identity of the Appraiser, who will make a determination and submit a written report (“Appraisal Report”) to you and us as soon as practicable, but in no event more than 30 days after his or her appointment. You agree to promptly provide the Appraiser with such books and records as he or she may require, which you represent and warrant to be complete and accurate. In absence of such books and records or if the Appraiser is not satisfied with their completeness or accuracy, the Appraiser may make the determination of the Agreed Value on the basis of other sources and information he or she deems appropriate. The Appraiser’s determination shall be final and binding on the parties hereto.

We have the option, exercisable by delivering notice thereof within 15 days after submission of the Appraisal Report (or the date that an agreement is reached, if the parties agree to the Agreed Value), to agree to purchase the Purchased Assets at the Agreed Value. We shall have the unrestricted right to assign this option to purchase separate and apart from the remainder of this Agreement.

If we exercise our option to purchase, 50% of the purchase price for the Purchased Assets will be paid in cash at the closing, which will occur at the place, time and date we designate, but not later than 30 days after the exercise of our option to purchase the Purchased Assets. At the closing, we will be entitled to all representations, warranties, covenants, title insurance policies and other closing documents and post-closing indemnifications as we reasonably require, including: (a) instruments transferring good and merchantable title to the Purchased Assets, free and clear of all liens, encumbrances, and liabilities, to us or our designee, with all sales and other transfer taxes paid by you; and (b) an assignment of all leases of personal property and real estate used in the operation of the Restaurant, including land, building and/or equipment (or if an assignment is prohibited, a sublease to us or our designee for the full remaining term and on the same terms and conditions as your lease, including renewal and/or purchase options), provided, however, that if any of your Owners or Affiliates directly or indirectly owns the land and/or building of the Restaurant, then you will, at our option, cause such Owner or Affiliate to grant to us a lease at reasonable and customary rental rates and other terms prevailing in the community where the Restaurant is located. Any dispute concerning the rental rates and terms of such lease shall be resolved by the Appraiser. 25% of the purchase price (plus accrued and unpaid interest on the unpaid balance, at the Prime Rate, as defined below, from and after the closing date) shall be payable on the first anniversary of the closing date, and the remaining 25% of the purchase price (plus accrued and unpaid interest on the unpaid balance, at the Prime Rate, from and after the closing date) shall be payable on the second anniversary of the closing date. The “Prime Rate” shall be the published prime rate as of the date of closing of any national bank we select.

If you cannot deliver clear title to all of the assets, or if there are other unresolved issues, the closing of the sale may, at our option, be accomplished through an escrow on such terms and conditions as we deem appropriate, including the making of payments, to be deducted from the purchase price, directly to third parties in order to obtain clear title to any of the Purchased Assets. Further, you and we shall comply with any applicable Bulk Sales provisions of the Uniform Commercial Code as enacted in the state where the Premises are located and all applicable state and local sales and income tax notification and/or escrow procedures. We have the right to set off against and reduce the purchase price by any and all amounts owed by you or any of your Owners or Affiliates to us or any of our Affiliates.

Upon delivery of the Appraisal Notice and pending (a) determination of Fair Market Value, (b) our option period, and (c) the closing of the purchase, we may authorize continued temporary operations of the Restaurant pursuant to the terms of this Agreement, subject to the supervision and control of one or more of our appointed managers.

16.05. Continuing Obligations. All obligations under this Agreement which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect until they are satisfied in full or by their nature expire.

17. RELATIONSHIP OF THE PARTIES.

17.01. Independent Contractors.

Neither this Agreement nor the dealings of the parties pursuant to this Agreement shall create any fiduciary relationship or any other relationship of trust or confidence between the parties hereto. GEI and Franchisee, as between themselves, are and shall be independent contractors.

We and you acknowledge and agree that this Agreement (and the relationship of the parties which arises from this Agreement) grants us the right to make decisions, take actions and/or refrain from taking actions not inconsistent with your explicit rights and obligations hereunder that may affect favorably or adversely your interests. You understand and agree that we may operate and change the System and our business in any manner that is not expressly and specifically prohibited by this Agreement. Whenever we have reserved in this Agreement a right and/or discretion to take or withhold an action, or to grant or decline to grant you a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, we may make our decision or exercise our right and/or discretion on the basis of our judgment of what is in our best interests, including our judgment of what is in the best interests of our franchise network, at the time our decision is made, without regard to: (a) whether other reasonable or even arguably preferable alternative decisions or actions could have been made by us; (b) whether our decision or the action we take promotes our financial or other individual interest; (c) whether our decision or the action we take applies differently to you and one or more other franchisees; or (d) whether our decision or the exercise of our rights is adverse to your individual interests or the individual interests of any other particular franchisees. We will have no liability to you for any such decision or exercise of our rights.

Nothing contained in this Agreement, or arising from the conduct of the parties hereunder, is intended to make either party a general or special agent, joint venturer, joint

employer, integrated enterprise, partner or employee of the other for any purpose whatsoever. Nothing in this Agreement is intended, nor may anything in this Agreement be construed, to state or imply that we are the employer or joint employer of your employees and/or independent contractors, nor that you are the employer or joint employer of our employees and/or independent contractors. You must conspicuously identify yourself in all dealings with customers, lessors, contractors, suppliers, public officials, employees and others as the owner of the Restaurant and must place such other notices of independent ownership on such forms, business cards, stationery, advertising and other materials as we may require from time to time.

You may not make any express or implied agreements, warranties, guarantees or representations or incur any debt in our name or on our behalf or represent that the relationship of the parties hereto is anything other than that of independent contractors. We will not be obligated by or have any liability under any agreements made by you with any third party or for any representations made by you to any third party. We will not be obligated for any damages to any person or property arising directly or indirectly out of the operation of your business hereunder.

17.02. Indemnification. You agree to indemnify us, our Affiliates and our respective directors, officers, employees, shareholders, members, agents, successors and assigns (collectively “indemnitees”), and to hold the indemnitees harmless to the fullest extent permitted by law, from any and all losses and expenses (as defined below) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether it is reduced to judgment) or any settlement thereof which arises directly or indirectly from, or as a result of, a claim of a third party against any one or more of the indemnitees in connection with (a) your failure to perform or breach of any covenant, agreement, term or provision of this Agreement, (b) your breach of any representation or warranty contained in this Agreement, (c) the marketing, promotion, advertisement or sale of any of the products and services offered by your Restaurant pursuant to this Agreement, including unfair or fraudulent advertising claims (whether in print advertising or electronic media), and product liability claims, (d) your development, ownership, operation and/or closing of your Restaurant, (e) your noncompliance or alleged noncompliance with any law, ordinance, rule or regulation including any allegation that we or another indemnitee is a joint employer or otherwise responsible for your acts or omissions relating to your employees; and (f) any allegedly unauthorized service or act rendered or performed in connection with this Agreement, (collectively “event”) and regardless of whether it resulted from any strict or vicarious liability imposed by law on the indemnitees.

The foregoing indemnity shall apply even if it is determined that the indemnitees’ negligence caused such loss, liability or expense, in whole or in part, provided, however, that this indemnity will not apply to any liability arising from a breach of this Agreement by the indemnitees or the gross negligence or willful acts of the indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided herein will extend to any finding of comparative or contributory negligence attributable to you).

The term “losses and expenses” includes compensatory, exemplary, and punitive damages; fines and penalties; attorneys’ fees; experts’ fees; court costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation

for damages to our reputation and goodwill; and all other costs associated with any of the foregoing losses and expenses.

We agree to give you reasonable notice of any event of which we become aware for which indemnification may be required and we may elect (but are not obligated) to direct the defense thereof, provided that the selection of counsel shall be subject to your consent, which consent shall not be unreasonably withheld or delayed. We may, in our reasonable discretion, take such actions as we deem necessary and appropriate to investigate, defend, or settle any event or take other remedial or corrective actions with respect thereto as may be necessary for the protection of indemnitees or Charleys Restaurants generally, provided however, that any settlement shall be subject to your consent, which consent shall not be unreasonably withheld or delayed. Further, notwithstanding the foregoing, if the insurer on a policy or policies obtained in compliance with your Franchise Agreement agrees to undertake the defense of an event (an "Insured Event"), we agree not to exercise our right to select counsel to defend the event if such would cause your insurer to deny coverage. We reserve the right to retain counsel to represent us with respect to an Insured Event at our sole cost and expense.

This Section 17.02 shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

17.03. Taxes. We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property or other taxes, whether levied upon the Restaurant, your property or upon us, in connection with sales made or business conducted by you (except for any income taxes imposed on our income). Payment of all such taxes shall be your responsibility. In the event of a bona fide dispute as to your liability for taxes, you may contest your liability in accordance with applicable law. In no event, however, will you permit a tax sale, seizure, or attachment to occur against the Restaurant or any of its assets.

18. ENFORCEMENT.

18.01. Arbitration. Subject to Section 18.02, all controversies, disputes, or claims between us, any of our Affiliates, or any of our and their respective officers, directors, agents (including area representatives), employees and attorneys, and you, any of your Affiliates or any of your or their respective Owners, arising from or relating to this Agreement, including the scope and validity of any provision of this Agreement (such as this Section 18.01), shall on demand of either party be submitted for arbitration to the offices of the American Arbitration Association ("AAA") located closest to our principal offices at the time of such demand. The arbitration shall be governed exclusively by the United States Arbitration Act (9 U.S.C. § 1, *et seq.*), without reference to any state arbitration statutes. The parties agree that, in connection with any such arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedures) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding shall be barred. The arbitration proceedings shall be conducted in the city closest to our principal place of business (currently, Columbus, Ohio) and shall be conducted in accordance with the then-current commercial arbitration rules of the AAA, except as modified by this Agreement. The parties shall be entitled to limited discovery at the discretion of the arbitrator(s) who may, but are not

required to, allow depositions. The parties acknowledge that the arbitrators' subpoena power is not subject to geographic limitations.

The arbitration proceedings shall be conducted on an individual basis and not on a multi-plaintiff, consolidated or class-wide basis. The foregoing sentence is an integral provision of the arbitration procedures set forth in this paragraph, and may not be severed therefrom, notwithstanding Section 19.01 of this Agreement. If such sentence is determined to be invalid or unenforceable in connection with a particular controversy, dispute, or claim, then the entire Section 18.01 shall be stricken from this Agreement and neither party shall be deemed to have consented to arbitration of such controversy, dispute, or claim. The arbitrator(s) shall have the right to award the relief which he or she deems proper, consistent with the terms of this Agreement, including compensatory damages (with interest on unpaid amounts from date due), specific performance, injunctive relief, legal fees and costs. The award and decision of the arbitrator(s) shall be conclusive and binding on all parties, and judgment upon the award may be entered in any court of competent jurisdiction. Any right to contest the validity or enforceability of the award shall be governed exclusively by the United States Arbitration Act.

Subject to the foregoing, you and your Owners irrevocably submit to the jurisdiction of the courts of the State of Ohio in any suit, action or proceeding, arising out of or relating to this Agreement or any other dispute between you and us, and you irrevocably agree that: (a) all claims in respect of any such suit, action or proceeding must be brought and/or defended therein, except with respect to matters that are under the jurisdiction of the Federal Courts of the United States, which shall be brought and/or defended in the Federal District Court sitting in Columbus, Ohio; and (b) **any such matter shall be tried to the court sitting without a jury, and you waive any right to a jury trial.** You irrevocably waive, to the fullest extent you may lawfully do so, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding and agree that service of process for purposes of any such suit, action or proceeding need not be personally served or served within the State of Ohio but may be served with the same effect as if you were served within the State of Ohio, by certified mail or any other means permitted by law addressed to you at the address set forth herein. Nothing contained herein shall affect our rights to bring a suit, action or proceeding in any other appropriate jurisdiction, including any suit, action or proceeding brought by us to enforce any judgment against you entered by a State or Federal Court.

The provisions of this Section 18.01 shall continue in full force and effect subsequent to and notwithstanding expiration or termination of this Agreement.

18.02. Injunctive Relief. We, as an alternative or supplement to arbitration pursuant to Section 18.01, may obtain in any court of competent jurisdiction any injunctive relief, including temporary restraining orders and preliminary injunctions, against conduct or threatened conduct for which no adequate remedy at law may be available or which may cause us irreparable harm. We may have such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and your sole remedy in the event of the entry of such injunction, shall be its dissolution, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). You and each of your Owners acknowledges that any violation of Section 7, 13.02(10) or 16.02 would result in irreparable injury to us for which no adequate remedy at law may be available. Accordingly, you and

each of your Owners consents to the issuance of an injunction prohibiting any conduct in violation of any of those Sections and agrees that the existence of any claim you or any of your Owners may have against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement of any of those Sections.

18.03. Costs of Enforcement. If we file a claim in a judicial or arbitration proceeding for amounts you or any of your Owners owe us or any of our Affiliates, or if we enforce this Agreement in a judicial or arbitration proceeding, and we prevail in any such proceeding, you agree to reimburse us for all of our costs and expenses, including reasonable accounting, paralegal, expert witness and attorneys' fees. If we are required to engage legal counsel in connection with your failure to comply with this Agreement, you must reimburse us for any attorneys' fees we incur.

18.04. Governing Law. This Agreement shall be construed under the laws of the State of Ohio, without regard to, and without applying, Ohio conflict of law principles. However, if any provision of this Agreement would not be enforceable under Ohio law, and if the Restaurant is located outside of Ohio and such provision would be enforceable under the laws of the state in which the Restaurant is located, then such provision shall be construed under the laws of that state. Nothing in this Section is intended to subject this Agreement to any franchise, business opportunity or similar law, rule or regulation of the State of Ohio to which it otherwise would not be subject.

18.05. Time Period to Bring Claims. Any and all claims and actions arising out of or relating to this Agreement, the relationship between you and us, or your operation of the Restaurant, brought by any party to this Agreement against the other, must be commenced within one year from the occurrence of the facts giving rise to such claim or action, or, it is expressly acknowledged and agreed by all parties, such claim or action will be irrevocably barred.

18.06. Limitations on Damages and Legal Actions. Except with respect to obligations regarding use of the Marks in Section 5 and the Confidential Information in Section 7.01, each party (and its owners) waives, without limitation, any right it might otherwise have to assert a claim for and/or to recover lost profits and other forms of consequential, incidental, contingent, punitive and exemplary damages from the other except as provided herein. Each party's liability shall be limited to actual compensatory damages except as provided herein. Each party acknowledges that it has had full opportunity to consult with counsel concerning this waiver, and that this waiver is informed, voluntary, intentional, and not the result of unequal bargaining power.

You acknowledge and agree that the actual compensatory damages that you will receive from us as referenced in the preceding paragraph shall not exceed the greater of (1) \$100,000.00 or (2) at your sole option, all amounts paid to us for franchise fees, Royalty Fees, and Marketing Fund contributions for this Agreement for up to three years preceding the date of any award herein.

You agree that, for our franchise system to function properly, we should not be burdened with the costs of litigating system wide disputes. **Accordingly, any disagreement between you (and your Owners) and us shall be considered unique as to its facts and shall not be brought as a class action, and you (and each of your Owners) waive any right to proceed**

against us or any of our shareholders, members, Affiliates, officers, directors, employees, agents, successors and assigns by way of class action, or by way of a multi-plaintiff, consolidated or collective action. In any legal action between the parties, the arbitration panel or court shall not be precluded from making its own independent determination of the issues in question, notwithstanding the similarity of issues in any other legal action involving us and any other franchisee, and each party waives the right to claim that a prior disposition of the same or similar issues precludes such independent determination.

19. MISCELLANEOUS.

19.01. Severability and Substitution of Provisions. Every part of this Agreement shall be considered severable. If for any reason any part of this Agreement is held to be invalid, that determination shall not impair the other parts of this Agreement. If any covenant herein which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of geographical area, type of business activity prohibited and/or length of time, but could be rendered enforceable by reducing any part or all of it, you and we agree that it will be enforced to the fullest extent permissible under applicable law and public policy.

If any applicable law requires a greater prior notice of the termination of or refusal to renew the franchise than is required hereunder, a different standard of “good cause”, or the taking of some other action not required hereunder, the prior notice, “good cause” standard and/or other action required by such law shall be substituted for the comparable provisions hereof. If any provision of this Agreement or any specification, standard or operating procedure prescribed by us is invalid or unenforceable under applicable law, we have the right, in our sole discretion, to modify such invalid or unenforceable provision, specification, standard or operating procedure to the extent required to make it valid and enforceable.

19.02. Waiver of Obligations. We and you may by written instrument unilaterally waive or reduce any obligation of the other under this Agreement. Any waiver granted by us shall be without prejudice to any other rights we may have, will be subject to continuing review by us and may be revoked, in our sole discretion, at any time and for any reason, effective upon delivery to you of 10 days’ prior notice. You and we shall not be deemed to have waived any right reserved by this Agreement by virtue of any custom or practice of the parties at variance with it; any failure, refusal or neglect by you or us to exercise any right under this Agreement (except as provided in Section 19.03) or to insist upon exact compliance by the other with its obligations hereunder; any waiver, forbearance, delay, failure or omission by us to exercise any right, whether of the same, similar or different nature, with respect to other Charleys Restaurants; or the acceptance by us of any payments due from you after any breach of this Agreement.

19.03. Exercise of Rights. The rights of the parties under this Agreement are cumulative and no exercise or enforcement by either party of any right or remedy hereunder shall preclude the exercise or enforcement by either party of any other right or remedy under this Agreement that either of them is entitled to enforce by law. If you commit any act of default under this Agreement for which we exercise our right to terminate this Agreement, you shall pay to us the actual and consequential damages we incur as a result of the premature termination of this Agreement, which damages shall not be reduced by any commissions payable to any area representative. You acknowledge and agree that the proximate cause of such damages sustained by us is your act of default and not our exercise

of our right to terminate. Notwithstanding the foregoing, and except as otherwise prohibited or limited by applicable law, any failure, neglect, or delay of a party to assert any breach or violation of any legal or equitable right arising from or in connection with this Agreement shall constitute a waiver of such right and shall preclude the exercise or enforcement of any legal or equitable remedy arising therefrom, unless written notice specifying such breach or violation is provided to the other party within 12 months after the later of: (a) the date of such breach or violation; or (b) the date of discovery of the facts (or the date the facts could have been discovered, using reasonable diligence) giving rise to such breach or violation.

19.04. Successors and Assigns. This Agreement is binding on the parties hereto and their respective executors, administrators, heirs, assigns and successors in interest. This Agreement is fully transferable by us, whether by operation of law or otherwise (without notice to you, or approval by you), and shall inure to the benefit of any transferee or other legal successor to our interests herein.

19.05. Construction. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against any party. The introduction, personal guarantees, exhibits and riders (if any) to this Agreement are a part of this Agreement, which constitutes the entire agreement of the parties. Except as otherwise expressly provided herein, there are no other oral or written agreements, understandings, representations or statements relating to the subject matter of this Agreement that either party may or does rely on or that will have any force or effect. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. Nothing in this Agreement shall be deemed to confer any rights or remedies on any person or legal entity not a party hereto. This Agreement shall not be modified except by written agreement signed by both parties.

The headings of Sections are for convenience only and do not limit or construe their contents. The word “including” shall be construed to include the words “without limitation.” The term “Franchisee” or “you” is applicable to one or more persons, a corporation, limited liability company or a partnership and its owners, as the case may be. If two or more persons are at any time Franchisee hereunder, whether as partners, joint venturers or otherwise, their obligations and liabilities to us shall be joint and several. References to a controlling interest in an entity shall mean more than 50% of the equity and voting control of such entity. Time is of the essence in this Agreement.

This Agreement may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original and all of which together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile and any other electronic transmission (including, without limitation, PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

19.06. Approvals and Consents. In all cases where our prior consent or acceptance is required and no other method or timing for obtaining such consent or acceptance is prescribed, you must request such consent or acceptance in writing, and we will notify you of our decision within 30 days after receiving your written request and all supporting documentation. Whenever our consent or acceptance is required hereunder, such consent or acceptance must be in writing. If we do not respond in writing to your request within such

30-day period, the request shall be deemed denied. Our consent to or acceptance of any request by you shall be effective only to the extent specifically stated and shall not be deemed to waive or render unnecessary our consent or acceptance of any subsequent similar request. Except where this Agreement expressly obligates us to reasonably accept or consent to (or not to unreasonably withhold our acceptance of or consent to) any action or request by you, we have the absolute right for any reason or no reason to withhold our acceptance of or consent to any action by you.

19.07. Notices and Payments. All notices, requests and reports permitted or required to be delivered by this Agreement shall be deemed delivered: (a) at the time delivered by hand to the recipient party (or to an officer, director or partner of the recipient party); (b) on the same day of the transmission by facsimile or other reasonably reliable electronic communication system; (c) 1 business day after being placed in the hands of a commercial courier service for guaranteed overnight delivery; or (d) 5 business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the party to be notified at the address identified on the signature page of this Agreement. Any party may designate a new address for notices by giving written notice of the new address pursuant to this Section.

All payments and reports required by this Agreement shall be sent to us at the address identified on the signature page to this Agreement unless and until a different address has been designated by written notice. No restrictive endorsement on any check or in any letter or other communication accompanying any payment shall bind us, and our acceptance of any such payment shall not constitute an accord and satisfaction.

The Operations Manual, any changes that we make to the Operations Manual, and/or any other written instructions that we provide relating to operational matters, are not considered to be “notices” for the purpose of the delivery requirements in this Section 19.07.

19.08. Franchisee’s Release. To the full extent permitted by applicable law, Franchisee, for itself and on behalf of its Affiliates, and their respective shareholders, directors, officers, limited liability company members, managers and employees, and their respective successors and assigns, and on behalf of the Franchisee’s Owners, hereby (a) releases and forever discharges GEI and its Affiliates, and their respective directors, officers, employees, agents, representatives and attorneys, and their respective successors and assigns, from any and all claims, demands and causes of action, whether known or unknown, of any kind or nature, absolute or contingent, if any at law or in equity, arising prior to or on the Effective Date, and (b) agrees that none of them will institute any arbitration, litigation or other legal action or proceeding, at law or in equity, against GEI or its affiliates and their directors, officers, employees, agents, representatives and attorneys, and their respective successors and assigns, directly or indirectly, relating to any claim or demand released under this Section 19.08. Franchisee shall take whatever actions are necessary or appropriate to carry out the terms of this release and covenant not to sue upon GEI’s request. This Section 19.08 does not release any claims arising from representations in the Disclosure Document delivered to you and its exhibits. This Section 19.08 shall survive the expiration or termination of this Agreement.

[SIGNATURE PAGE FOLLOWS.]

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

GOSH ENTERPRISES, INC.,
an Ohio corporation

By: _____

Print Name: Charley Shin

Title: CEO

Notice Address:

Gosh Enterprises, Inc.
Attention: Legal Department
5000 Arlington Centre Blvd., Suite 5300
Columbus, OH 43220

FRANCHISEE

If a corporation, limited liability company
or partnership:

By: _____

Print Name: _____

Title: _____

If Individuals:

By: _____

Print Name: _____

By: _____

Print Name: _____

Notice Address:

EXHIBIT A

**TO THE CHARLEYS PHILLY STEAKS RESTAURANT FRANCHISE AGREEMENT
BETWEEN
GOSH ENTERPRISES, INC. AND**

DATED _____

1. Operating Partner. The name and home address of the Operating Partner are as follows: _____

2. Form of Entity of Franchisee.

(a) Corporation or Limited Liability Company. Franchisee was incorporated on _____ under the laws of the State of _____. It has not conducted business under any name other than its corporate name. The following is a list of all of Franchisee’s directors and officers as of _____.

| Name of Each Director/Officer | Position(s) Held |
|-------------------------------|------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(b) Partnership. Franchisee is a [general] [limited] partnership formed on _____ under the laws of the State of _____. It has not conducted business under any name other than its partnership name. The following is a list of all of Franchisee’s general partners as of _____.

| <u>Name of General Partner</u> |
|--------------------------------|
| _____ |
| _____ |
| _____ |
| _____ |

3. Owners. Franchisee and each of its Owners represents and warrants that the following is a complete and accurate list of all Owners of Franchisee, including the full name and mailing address of each Owner, and fully describes the nature and extent of each Owner’s interest in Franchisee. Franchisee, and each Owner as to their ownership interest, represents and warrants that each Owner is the sole and exclusive legal and beneficial owner of their ownership interest in Franchisee, free and clear of

all liens, restrictions, agreements and encumbrances of any kind or nature, other than those required or permitted by this Agreement.

| <u>Owner's Name and Address</u> | <u>Description of Interest</u> |
|---------------------------------|--------------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

GOSH ENTERPRISES, INC.,
an Ohio corporation

FRANCHISEE

By: _____

By: _____

Print Name: Charley Shin

Print Name: _____

Title: CEO

Title: _____

EXHIBIT B

**TO THE CHARLEYS RESTAURANT FRANCHISE AGREEMENT BETWEEN
GOSH ENTERPRISES, INC. AND**

DATED _____

1. The Premises shall be the following location: _____.

2. The Premises is:

___ Located in a Mall

___ A Freestanding Restaurant

___ An In-line Restaurant in a Strip Center

___ Located in a Travel Center

___ Located in Walmart Store

3. You are authorized to operate your Charleys Restaurant as a:

___ CPS Restaurant

___ CPSW Restaurant

___ CPSW Walmart Location

4. Your APO under Section 10 of the Franchise Agreement shall be allocated as set forth below, unless and until modified by GEI as provided in Section 10:

CPS Restaurant:

| | | |
|----|-------------------------|-----------------------------|
| 1. | Marketing Fund | 1% of Weekly Gross Sales |
| 2. | Local Store Marketing | 2% of Quarterly Gross Sales |
| 3. | Advertising Cooperative | 0% of Gross Sales |
| | TOTAL APO: | 3% of Gross Sales |

CPSW Restaurant:

| | | |
|----|-------------------------|-----------------------------|
| 1. | Marketing Fund | 1% of Weekly Gross Sales |
| 2. | Local Store Marketing | 3% of Quarterly Gross Sales |
| 3. | Advertising Cooperative | 0% of Gross Sales |
| | TOTAL APO: | 4% of Gross Sales |

CPSW Walmart Location:

- | | | |
|----|-------------------------|-----------------------------|
| 1. | Marketing Fund | 1% of Weekly Gross Sales |
| 2. | Local Store Marketing | 2% of Quarterly Gross Sales |
| 3. | Advertising Cooperative | 0% of Gross Sales |
| | TOTAL APO: | 3% of Gross Sales |

GOSH ENTERPRISES, INC.,
an Ohio corporation

By: _____

Print Name: Charley Shin

Title: CEO

FRANCHISEE

If a business entity:

By: _____

Print Name: _____

Title: _____

If Individuals:

By: _____

Print Name: _____

By: _____

EXHIBIT C

**TO THE CHARLEYS RESTAURANT FRANCHISE AGREEMENT BETWEEN
GOSH ENTERPRISES, INC. AND**

DATED _____

**OWNERS' PERSONAL GUARANTY OF
FRANCHISEE'S OBLIGATIONS**

In consideration of, and as an inducement to, the execution of the Charleys Restaurant Franchise Agreement dated as of _____ (the "Agreement") by and between GOSH ENTERPRISES, INC. ("GEI"), and _____ ("Franchisee"), each of the undersigned owners of an interest in Franchisee hereby personally and unconditionally: (1) guarantees to GEI and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and that each and every representation of Franchisee made in connection with the Agreement are true, correct and complete in all respects at and as of the time given; and (2) agrees personally to be bound by, and personally liable for the breach of, each and every provision in the Agreement.

Each of the undersigned waives: (a) acceptance and notice of acceptance by GEI of the foregoing undertakings; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right he/she may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (e) any and all other notices and legal or equitable defenses to which he may be entitled.

Each of the undersigned consents and agrees that: (i) their direct and immediate liability under this guaranty shall be joint and several; (ii) they shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (iii) such liability shall not be contingent or conditioned upon pursuit by GEI of any remedies against Franchisee or any other person; and (iv) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which the GEI may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of the agreement.

If GEI brings an action to enforce this Guarantee, the prevailing party in such proceeding shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants' and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred during, prior to, in preparation for or in contemplation of the filing of any such proceeding. In any judicial proceeding, these costs and expenses shall be determined by the court and not by a jury.

This Guarantee shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors and assigns. GEI's interests in and rights under this Guarantee are freely assignable, in whole or in part, by GEI. Any assignment shall not release the undersigned from this Guarantee.

This Agreement shall be construed under the laws of the State of Ohio, without regard to, and without applying, Ohio conflict of law principles.

IN WITNESS THEREOF, each of the undersigned has hereunto affixed their signature, under seal, on the same day and year as the Agreement was executed.

**PERCENTAGE OF OWNERSHIP
INTERESTS IN FRANCHISEE**

GUARANTOR(S)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

RIDER 1

FRANCHISE AGREEMENT EXPIRATION DATE

TO: _____

The Restaurant located at _____ first
opened for business on _____. The initial term of the Franchise Agreement for
the Restaurant expires on _____.

Gosh Enterprises, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT B
OPERATIONS MANUAL TABLE OF CONTENTS

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This **Operations Manual** is not designed to be a textbook, but rather as a means of communicating correct and approved systems and procedures for **Charleys Philly Steaks**. Specific standards are included to ensure that we consistently deliver the quality products and exceptional customer service our customers expect, while maintaining food safety, cleanliness, and overall safety standards.

On the first page of each product or position section, you will find a “**Quick Reference**” to specific standards for food safety, cleanliness, quality, service and safety, if applicable. This will provide an “at a glance” tool for ease of use. This manual also includes procedures and specifications for all products in our restaurant, and materials for managers to reference as they develop their managerial skills.

This manual is designed and packaged to evolve as Charleys evolves to meet the needs of our business. Future updates and revisions will occur on a yearly basis.

EXHIBIT C

LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS

We intend to register this disclosure document as a “franchise” in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

| | |
|---|--|
| <p>CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677 Email: ASK.DFPI@dfpi.ca.gov</p> | <p>NEW YORK NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Fl New York, NY 10005 (212) 416-8222</p> |
| <p>HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722</p> | <p>NORTH DAKOTA North Dakota Securities Department State Capitol Department 414 600 East Boulevard Avenue, Fourteenth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712</p> |
| <p>ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465</p> | <p>RHODE ISLAND Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527</p> |
| <p>INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681</p> | <p>SOUTH DAKOTA Division of Insurance Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563</p> |
| <p>MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360</p> | <p>VIRGINIA State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051</p> |
| <p>MICHIGAN Michigan Attorney General’s Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567</p> | <p>WASHINGTON Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760</p> |
| <p>MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600</p> | <p>WISCONSIN Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139</p> |

AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a “franchise” in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents in some of the states listed.

| | |
|---|--|
| <p>CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677 Email: ASK.DFPI@dfpi.ca.gov</p> | <p>NEW YORK New York Secretary of State One Commerce Plaza 99 Washington Avenue Albany, NY 12231 (518) 473-2492</p> |
| <p>HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722</p> | <p>NORTH DAKOTA North Dakota Securities Commissioner State Capitol Department 414 600 East Boulevard Avenue, Fourteenth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712</p> |
| <p>ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465</p> | <p>RHODE ISLAND Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527</p> |
| <p>INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681</p> | <p>SOUTH DAKOTA Division of Insurance Director of the Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563</p> |
| <p>MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360</p> | <p>VIRGINIA Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733</p> |
| <p>MICHIGAN Michigan Attorney General’s Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567</p> | <p>WASHINGTON Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760</p> |
| <p>MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600</p> | <p>WISCONSIN Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139</p> |

EXHIBIT D

LIST OF FRANCHISED RESTAURANTS

LIST OF FRANCHISED RESTAURANTS

AS OF DECEMBER 31, 2022

| Center | Address | City | State | ZIP | Phone | Owner Name |
|------------------------------|--|-------------------|--------------|------------|----------------|---------------------------------|
| Dimond Center | 800 E Dimond Blvd Ste 3015 | Anchorage | AK | 99515-2047 | (907) 868-5244 | Won Yang |
| Eielson AFB | Charley's / AAFES Food Court 451 Broadway Ave Bldg 3338 | Eielson AFB | AK | 99702 | (907) 372-2155 | Army Air Force Exchange Service |
| Elmendorf AFB | Joint Military Mall 5800 Westover Ave | Elmendorf AFB | AK | 99506 | (907) 753-2280 | Army Air Force Exchange Service |
| Fort Wainwright-Charley's | Bldg 3703 B Oak St | Fort Wainwright | AK | 99703-0029 | (907) 356-1973 | Army Air Force Exchange Service |
| Fort Rucker | Fort Rucker Food Court Bldg9214 Hutton Plz | Fort Rucker | AL | 36362 | (334) 503-9044 | Army Air Force Exchange Service |
| Riverchase Galleria | 3000 Riverchase Galleria | Hoover | AL | 35244 | (205) 593-4493 | Binwen Lin |
| Walmart - Hoover, AL | 2780 John Hawkins Pkwy | Hoover | AL | 35244 | (205) 502-7301 | Nani, Inc. |
| Redstone Arsenal | AAFES Food Court / Charley's Grilled Subs Bldg 2220 | Huntsville | AL | 35898 | (256) 881-3326 | Army Air Force Exchange Service |
| Parkway Place Mall | 2801 Memorial Pkwy SW Ste 30 | Huntsville | AL | 35801 | (256) 519-9256 | Charley's HV Inc. |
| Maxwell AFB | Charley's Steakery Bldg 1090575 E Selfridge St Bldg 45 | Maxwell AFB | AL | 36112-5905 | (334) 263-6044 | Army Air Force Exchange Service |
| Bel Air Mall | 3299 Bel Air Mall | Mobile | AL | 36606 | (251) 478-1893 | James C. Dollar, David Gardner |
| Eastdale Mall | 1256 Eastdale Mall F10Atlanta Highway | Montgomery | AL | 36117 | (334) 395-9883 | Paul and Mary Chong |
| Petro Shorter - AL | 428 Main St. | Shorter | AL | 36075 | (334) 727-3354 | TA Operating LLC |
| Little Rock AFB | AAFES Food Court - Charley's Grilled Subs 787 6th St | Little Rock AFB | AR | 72099-4947 | (501) 988-2238 | Army Air Force Exchange Service |
| McCain Mall | 3929 McCain Blvd. | North Little Rock | AR | 72116 | (501) 753-2328 | Jagdish Patel |
| Walmart – Arizona Ave | 1175 S Arizona Ave | Chandler | AZ | 85225 | (480) 992-1602 | CPSW AZ8 LLC |
| Phoenix Premium Outlets | 4976 Premium Outlets Way | Chandler | AZ | 85226 | (480) 639-1924 | EI FMG Phoenix, LLC |
| Fort Huachuca | PO Box 12955 Bldg 82301 | Fort Huachuca | AZ | 85613 | (520) 459-4275 | Army Air Force Exchange Service |
| Luke AFB Charley's | 7071 N 138th Dr Bldg 1540 | Glendale | AZ | 85307 | (623) 935-4029 | Army Air Force Exchange Service |
| Walmart – W Bell Rd 2 | 5845 W Bell Rd | Glendale | AZ | 85308 | (602) 935-1655 | CPSW AZ5 LLC |
| Walmart – Agua Fria Town Ctr | 5010 N 95 th Ave | Glendale | AZ | 85305 | (602) 677-9022 | J&J Aqua Fria, LLC |

| Center | Address | City | State | ZIP | Phone | Owner Name |
|------------------------------------|--|-------------|--------------|------------|----------------|---------------------------------|
| Walmart – Glendale Northwest | 18551 N 83 rd Ave | Glendale | AZ | 85308 | (602) 677-9022 | J&J Arrowhead NW, LLC |
| Walmart – Stockton Hill Rd | 3396 Stockton Hill Rd | Kingman | AZ | 86409 | (702) 420-9486 | ABC Glory, LLC |
| Walmart - N Cortaro Rd, AZ | 8280 N Cortaro Rd | Marana | AZ | 85743 | (520) 744-9173 | James Novak Revocable Trust |
| Walmart – S Signal Butte Rd | 1606 S Signal Butte Rd | Mesa | AZ | 85209 | (480) 359-2489 | CPSW AZ1 LLC |
| Walmart – S Stapley Dr | 1955 S Stapley Dr | Mesa | AZ | 85204 | (602) 900-1580 | CPSW AZ9 LLC |
| Superstition Springs Mall | 6555 E. Southern Ave., #G10 | Mesa | AZ | 85206 | (480) 924-6210 | EI FMG ARIZONA LLC |
| Walmart – E Thomas Rd | 3721 E Thomas Rd | Phoenix | AZ | 85018 | (480) 674-5552 | CPSW AZ3 LLC |
| Walmart – W Lower Buckeye Rd | 7575 W Lower Buckeye Rd | Phoenix | AZ | 85043 | (623) 473-5075 | CPSW AZ6 LLC |
| Christown Spectrum | 1703 W Bethany Home Rd | Phoenix | AZ | 85015 | (602) 544-0963 | Hwan Kang |
| Walmart – W Happy Valley Rd | 2501 W Happy Valley Rd | Phoenix | AZ | 85085 | (602) 373-4333 | J&J Happy Valley, LLC |
| Walmart – Turf Paradise- W Bell Rd | 1825 W Bell Rd | Phoenix | AZ | 85023 | (602) 628-4198 | J&J Turf Paradise, LLC |
| Outlets at Anthem | 4250 W Anthem Way # FC-40 | Phoenix | AZ | 85086 | (623) 465-4744 | James Novak Revocable Trust |
| Deer Valley Towne Center | 3013 W Agua Fria Fwy Ste 3 | Phoenix | AZ | 85027-3964 | (623) 780-5699 | Jones & Jones Enterprises |
| Scottsdale Fashion Square | 7014 E Camelback Rd, #0577 | Scottsdale | AZ | 85251 | (909) 938-9047 | AM Scottsdale Prtners, LLC |
| Arizona Mills | 5000 Arizona Mills Circle | Tempe | AZ | 85282 | (480) 639-1924 | AM Arizona Ventures LLC |
| Davis Monthan AFB | 5405 E Granite St Bldg 2527 | Tucson | AZ | 85707 | (520) 747-2728 | Army Air Force Exchange Service |
| Park Place Mall | 5870 E Broadway Blvd Ste 544 | Tucson | AZ | 85711 | (520) 747-1300 | James Novak Revocable Trust |
| Tucson Premium Outlet | 6401 W. Marana Center Blvd. Suite #520 | Tucson | AZ | 85742 | (520) 744-0535 | James Novak Revocable Trust |
| Tucson Mall | 4500 N Oracle Rd # FC-11 | Tucson | AZ | 85705 | (520) 293-1982 | Jun Hyung Jung |
| Daniels Mega Center | 265 S Euclid St Spc 165 | Anaheim | CA | 92802 | (714) 817-7909 | Nelson Rapadas |
| Outlets at Tejon | 5621 Outlets at Tejon Pkwy | Arvin | CA | 93203 | (661) 885-3400 | TA Operating LLC |
| Valley Plaza Shopping Center (CA) | 2701 Ming Ave Spc FC-0005 | Bakersfield | CA | 93304 | (661) 831-0806 | Grace Lee |
| Brea Mall | 1065 Brea Rd. | Brea | CA | 92821 | (714) 675-6024 | Ardi III International, LLC |
| Lone Tree Center | 6660 Lone Tree Way Ste 1 | Brentwood | CA | 94513 | (925) 240-1552 | OO & A Inc. |
| Burbank Town Center – CA | 201 E. Magnolia Blvd. | Burbank | CA | 91502 | (818) 934-9874 | Y2K Distributing Company |

| Center | Address | City | State | ZIP | Phone | Owner Name |
|-----------------------------------|--|------------------|--------------|------------|----------------|---------------------------------|
| Camarillo Premium Outlets | 740 E Ventura Blvd # F-2 | Camarillo | CA | 93010 | (805) 482-6161 | S&JR Enterprise, Inc. |
| Southbay Pavilion | 20700 Avalon Blvd | Carson | CA | 90746 | (424) 266-9073 | Pavilion Subs Inc. |
| Sierra Vista – CA | 1240 Shaw Ave Ste 109 | Clovis | CA | 93612 | (559) 325-7351 | Gur-Gur Incorporated |
| Citadel Outlets | 100 Citadel Dr., Suite FC-D2 | Commerce | CA | 90040-1570 | (323) 597-1720 | EFE CHARLEYS, LLC |
| Sunvalley Shopping Center | 1 Sunvalley Mall FC106 | Concord | CA | 94520 | (925) 822-9407 | UG & Carl |
| Covina Square – CA | 216 N Azusa Ave | Covina | CA | 91722 | (626) 332-7827 | Covina Subs Inc |
| Culver City – CA | 6000 Sepulveda Blvd | Culver City | CA | 90230 | (310) 390-0122 | Pacific Oceanus Inc. |
| Stonewood Center | 110 Stonewood St | Downey | CA | 90241 | (562) 862-4411 | MR Dream Inc. |
| Edwards AFB | Charley's Grilled Subs 240 W Fitzgerald Blvd Bldg 6001 | Edwards AFB | CA | 93524 | (661) 258-1084 | Army Air Force Exchange Service |
| North County Mall | 272 E Via Rancho Pkwy | Escondido | CA | 92025 | (760) 741-7145 | M K M Subs, Inc. |
| Fort Irwin | AAFES Food Court Bldg # 918 Langford Lake Rd (use to send packages) (use PO Box 10339 to send envelopes) | Fort Irwin | CA | 92310 | (760) 386-1500 | Army Air Force Exchange Service |
| Fresno Fashion Fair | 521 E Shaw Ave # 103 | Fresno | CA | 93710 | (559) 225-0128 | P & P America |
| Glendora Plaza – CA | 650 S. Grand Ave | Glendora | CA | 91740 | (626) 852-9991 | S and E Subs Inc. |
| Southland Mall | Charley Steakery 17 Southland Mall | Hayward | CA | 94545 | (510) 265-0234 | Ugo Ihenacho |
| Bear Valley Rd – CA | 17129 Bear Valley Rd | Hesperia | CA | 92345 | (442) 800-5166 | HESPERIA SUBS INC. |
| La Alameda – CA | 2128 E Florence Ave | Huntington Park | CA | 90255 | (323) 484-9606 | Pacific Oceanus Inc. |
| Lakewood Center | 500 Lakewood Center Mall | Lakewood | CA | 90712 | (562) 602-0233 | S and E Subs Inc. |
| Baldwin Hills Crenshaw Plaza | 3650 W Martin Luther King Jr Blvd #142 | Los Angeles | CA | 90008 | (323) 292-4212 | Andrew Lee |
| Great Mall of the Bay Area | 604 Great Mall Dr | Milpitas | CA | 95035-8041 | (408) 942-6432 | Hyun Ku (Kevin) Yoon |
| Shops at Mission Viejo | 1008 Shops At Mission Viejo | Mission Viejo | CA | 92691 | (949) 364-5555 | MR Dream Inc. |
| Shops at Montebello | 1636 Montebello Town Center | Montebello | CA | 90640 | (323) 728-3800 | Ardi VII International LLC |
| Moreno Valley Mall | 22500 Town Circle | Moreno Valley | CA | 92553 | (951) 697-6484 | L&M Subs's, LLC |
| Walmart – Murrieta Hot Springs Rd | 41200 Murrieta Hot Springs Rd | Murrieta | CA | 92562 | (951) 428-5711 | L&M Subs LLC |
| Plaza Bonita | 3030 Plaza Bonita Rd Ste FC-10 | National City | CA | 91950 | (619) 472-9663 | SCEC Enterprise, Inc. |
| Outlets at Orange | 20 City Blvd W Ste F4 | Orange | CA | 92868-3106 | (714) 634-4064 | JK Ship and Dae Sung Ans |
| Palm Desert Mall – CA | 72-840 Highway 111 S-359 | Palm Desert | CA | 92260 | (760) 568-2463 | Saer & Hourri Inc. |
| Victoria Garden Mall | 12434 N. Main Street, Building 3000A, Suite 3086 | Rancho Cucamonga | CA | 91739 | (909) 922-8035 | Saer & Hourri Inc. |

| Center | Address | City | State | ZIP | Phone | Owner Name |
|-----------------------------|--|----------------|--------------|------------|----------------|-------------------------------------|
| S Riverside Ave – CA | 1611 S Riverside Ave | Rialto | CA | 92376 | (909) 961-2383 | Charleys Rialto Inc. |
| Home Depot Center | 501C N China Lake Blvd | Ridgecrest | CA | 93555 | (760) 384-4541 | Coit Investments LLC |
| Galleria at Tyler | 2267 Galleria At Tyler # FC-9 | Riverside | CA | 92503-4145 | (213) 494-7949 | Y2K Distributing Company |
| Inland Town Center | 500 Inland Center Drive | San Bernardino | CA | 92408 | (909) 384-9009 | S and E Subs Inc. |
| UTC Mall | 4545 La Jolla Village Dr. | San Diego | CA | 92122 | (858) 352-9648 | ABI Holdings, Inc. |
| Fashion Valley – CA | 7007 Friars Road | San Diego | CA | 92108 | (619) 295-1130 | John Kim |
| Las Americas Premium Outlet | 4211 Camino de la Plaza | San Diego | CA | 92173 | (619) 662-1300 | SCEC Enterprise, Inc. |
| Eastridge Center | 2200 Eastridge Loop Ste 9206 | San Jose | CA | 95122 | (408) 532-6575 | Paramjit Singh |
| Santa Ana Plaza | 752 S Harbor Blvd | Santa Ana | CA | 92704 | (714) 531-1516 | Charleys Santa Ana Corp. |
| Mainplace Mall | 2800 N Main St | Santa Ana | CA | 92705 | (714) 415-2260 | Elbardi International Mainplace LLC |
| Santa Rosa Plaza | 1071 Santa Rosa Plz Spc 2104 | Santa Rosa | CA | 95401 | (707) 545-7596 | Tri (Bill) Lam |
| Azalea Shopping Ctr | 4787 Firestone Blvd | South Gate | CA | 90280 | (949) 685-2750 | South Gate subs Inc |
| Weberstown Mall | 4950 Pacific Ave Spc 209 | Stockton | CA | 95207 | (209) 473-8858 | Jian Ortman |
| Promenade Temecula | 40820 Winchester Rd | Temecula | CA | 92591-5526 | (951) 719-1511 | FJ Alvang, Inc. |
| Del Amo Fashion Center – CA | 3525 Carson | Torrance | CA | 90503 | (424) 350-3880 | Qing Xu |
| West Valley Mall | 3200 Naglee Rd # 606 | Tracy | CA | 95376 | (209) 832-5420 | Cesar & Lebie Almanon |
| Travis AFB | Travis AFB Food Court648 Skymaster Dr | Travis AFB | CA | 94535 | (707) 437-4490 | Army Air Force Exchange Service |
| Valencia Town Center | 24201 W Valencia Blvd Spc 108 | Valencia | CA | 91355 | (661) 288-2347 | PARK-PARK LLC |
| Pacific View Mall | 3301 E Main St Ste 2570 | Ventura | CA | 93003-5023 | (805) 658-7700 | Sharon Park |
| Victor Valley | 14400 Bear Valley Road | Victorville | CA | 92392 | (760) 245-5756 | S and E Subs Inc. |
| Visalia Mall | 2243 South Mooney Blvd | Visalia | CA | 93277 | (559) 733-0122 | LSK, Inc. |
| West Covina Mall | 807 Plaza Dr | West Covina | CA | 91790 | (626) 962-2908 | Susie Yoon |
| Walmart – E Hampden Ave | 9400 E Hampden Ave | Aurora | CO | 80231 | (720) 498-9258 | Charm Foods Inc |
| Walmart - S Aurora Pkwy, CO | 6101 S Aurora Pkwy | Aurora | CO | 80016 | (720) 655-5169 | K Lehwon Inc. |
| Aurora Mall | 14200 East Alameda Ave Unit 2066 | Aurora | CO | 80012 | (303) 366-3360 | RC International Corporation |
| Walmart – W Bromley Ln | 60 W Bromley Ln | Brighton | CO | 80601 | (720) 323-0550 | Delicious Inc |
| Flatiron Crossing Mall | One W Flatiron Cir Spc FF-228 | Broomfield | CO | 80021 | (720) 887-9000 | RC International Corporation |
| Fort Carson | Fort Carson Charley's 6110 Martinez St | Fort Carson | CO | 80913 | (719) 576-5661 | Army Air Force Exchange Service |

| Center | Address | City | State | ZIP | Phone | Owner Name |
|---------------------------------------|---------------------------------|-------------------|--------------|------------|----------------|---------------------------------|
| Mesa Mall | 2424 Highway 6 & 50 | Grand Junction | CO | 81505 | (970) 241-2007 | Sangsoo Park |
| Colorado Mills Mall | 14500 W. Colfax Ave. | Lakewood | CO | 80401 | (303) 590-1906 | Sung Yun (Shelly) Back |
| Southwest Plaza - CO | 8501 W. Bowles Ave | Littleton | CO | 80123 | (720) 709-3618 | RC International Corporation |
| Park Meadows Mall | 8401 Park Meadows Center Dr. | Lone Tree | CO | 80124 | (303) 925-1000 | RC International Corporation |
| Peterson AFB | 1030 E Stewart Ave Bldg 2017 | Peterson AFB | CO | 80914 | (719) 325-5151 | Army Air Force Exchange Service |
| Denver Premium Outlets | 13801 Grant St. Suite 500 | Thornton | CO | 80023 | (303) 254-7740 | Ahleum Kang |
| Walmart – Grant St | 9901 Grant St | Thornton | CO | 80229 | (720) 531-8742 | RC International Corporation |
| Walmart – Westminster | 200 W 136 th Ave | Westminster | CO | 80234 | (729) 769-9272 | RC International Corporation |
| Danbury Fair | 7 Backus Ave # 123 | Danbury | CT | 06810 | (203) 730-1414 | LSC Steakery Corporation |
| The Shoppes at Buckland Hills | 194 Buckland Hills Dr | Manchester | CT | 06040 | (203) 983-9355 | You Jong Roh |
| Meriden Square Mall | 470 Lewis Ave Ste 2052 | Meriden | CT | 06451-2112 | (203) 40-2288 | JESYL I Inc |
| Connecticut Post Mall FC 12 | 1201 Boston Post Rd | Millford | CT | 06460 | (203) 745-6326 | You Jong Roh |
| Trumbull Mall | 5065 Main St Spc FC-11 | Trumbull | CT | 06611 | (203) 372-1000 | Pope Kirolos Interprise Inc |
| Brass Mill Center - CT | 495 Union Street | Waterbury | CT | 06706 | (201) 870-2088 | You Jong Roh |
| Crystal Mall | 850 Hartford Turnpike | Waterford | CT | 06385 | (860) 574-9092 | Ching Hing Cheng |
| Union Station - DC | 50 Massachusetts Avenue NE | Washington | DC | 20002 | (202) 289-6566 | Chanel Li |
| L'Enfant Plaza | 429 L'Enfant Plaza SW, Sp. #455 | Washington | DC | 20024 | (202) 554-0303 | Meadow Rain, Inc. |
| Dover Mall | 1365 N Dupont Hwy Spc 3056 | Dover | DE | 19901 | (302) 747-7673 | St. George & Mena LLC |
| Christiana Mall | 220 Christiana Mall Spc 1491 | Newark | DE | 19702 | (302) 286-6500 | Fei Chan |
| Altamonte Springs | 451 E Altamonte Dr. | Altamonte Springs | FL | 32701 | (407) 331-6670 | Ava Wanas LLC |
| Apopka Land | 845 S Orange Blossom Trail | Apopka | FL | 32703 | (407) 703-3166 | Ava Wanas LLC |
| Walmart – 1700 S Orange Blossom Trail | 1700 S Orange Blossom Trail | Apopka | FL | 32703 | (302) 543-3466 | Saint Rebekah LLC |
| Town Center at Boca Raton | 6000 Glades Road | Boca Raton | FL | 33431 | (561) 705-1010 | AM Boca Partners LLC |
| Boynton Beach Mall | 801 N Congress Ave Ste 673 | Boynton Beach | FL | 33426-3374 | (561) 739-3699 | Aghapy Foods LLC |
| Walmart – Causeway Blvd | 11110 Causeway Blvd | Brandon | FL | 33511 | (813) 400-8356 | Kang's Mix & Grill, LLC |
| Brandon Town Center | 509 Brandon Town Center Mall | Brandon | FL | 33511 | (813) 661-5279 | Kang's Mix & Grill, LLC |
| Gulf to Bay Blvd - FL | 2300 Gulf to Bay Blvd | Clearwater | FL | 33765 | (863) 937-6951 | Queen and Prince LLC |

| Center | Address | City | State | ZIP | Phone | Owner Name |
|-----------------------------------|------------------------------|--------------------|--------------|------------|----------------|---------------------------------------|
| Countryside Mall | 27001 US Highway 19 Ste 2085 | Clearwater | FL | 33761-3411 | (727) 953-8164 | Saint Anthony of Orlando LLC |
| Coral Square | 9385 W Atlantic Blvd | Coral Springs | FL | 33071 | (954) 345-7711 | Julie & John Inc. |
| Southland Mall FL | 20505 S Dixie Hwy Bay 1871 | Cutler Bay | FL | 33189-1229 | (786) 633-4640 | Elba International Southland, LLC |
| Walmart - Beville Rd, FL | 1101 Beville Rd | Daytona Beach | FL | 32119 | (727) 400-4310 | Ava Wanas LLC |
| Main St, Dunedin - FL | 1804 Main St | Dunedin | FL | 34698 | (727) 400-4310 | Queen and Prince LLC |
| Eglin AFB | 1757 Memorial Lake Trl | Eglin AFB | FL | 32542 | (850) 651-1698 | Army Air Force Exchange Service |
| Galleria Fort Lauderdale | 2414 East Sunrise Blvd. | Fort Lauderdale | FL | 33309 | (954) 563-2424 | Aghapy Sunrise LLC |
| Riverbend Marketplace | 2600 West Broward Blvd | Fort Lauderdale | FL | 33312 | (954) 900-3929 | Julie & John Inc. |
| Edison Mall | 4125 Cleveland Ave Ste 1145 | Fort Myers | FL | 33901-9058 | (239) 277-3115 | Queen and Prince LLC |
| The Oaks Mall | 6419 Newberry Rd | Gainesville | FL | 32605 | (352) 333-3848 | Yaeger Restaurants, Inc. |
| Westland Mall (FL) | 1635 W 49th St. | Hialeah | FL | 33012-2969 | (305) 828-2329 | Aghapy Plus LLC |
| North Federal Hwy - FL | 2310 N. Federal Hwy | Hollywood | FL | 33020 | (954) 391-7390 | Vulcain Seven Inc. |
| Hurlburt Field | 112 Lielmanis Ave., #91012 | Hurlburt Field | FL | 32544 | (850) 581-6008 | Army Air Force Exchange Service |
| Avenues Mall (FL) | 10300 Southside Blvd, #307 | Jacksonville | FL | 32256 | (904) 519-5555 | Gims Enterprise of Jacksonville, Inc. |
| San Jose Blvd - FL | 9840 San Jose Blvd | Jacksonville | FL | 32257 | (813) 287-6633 | Saint Anthony of Orlando LLC |
| Walmart – Hutchinson Park Dr | 9890 Hutchinson Park Dr | Jacksonville | FL | 32225 | (904) 379-2481 | Saint Anthony of Orlando LLC |
| Walmart – Normandy Blvd | 6830 Normandy Blvd | Jacksonville | FL | 32205 | (909) 446-6565 | Saint Anthony of Orlando LLC |
| 3 rd St South | 277 3 rd St South | Jacksonville Beach | FL | 32250 | (904) 746-3339 | Saint Anthony of Orlando LLC |
| Treasure Coast Mall | 3296 NW Federal Highway | Jensen Beach | FL | 34957 | (772) 405-8181 | Savior Food Services LLC |
| West Vine St - FL | 3250 W. Vine St | Kissimmee | FL | 34741 | (407) 720-3966 | Pope Shenouda and Ava Hedra LLC |
| Walmart – Lake Park | 101 N Congress Ave | Lake Park | FL | 33403 | (561) 225-1651 | Good Shepherd Food Services LLC |
| Lakeland Square | 3800 US Highway 98 N # 676 | Lakeland | FL | 33809 | (863) 853-3720 | Ali Alabdally |
| US Highway 98 North - FL | 5750 US Highway 98 North | Lakeland | FL | 33809 | (863) 937-6951 | Pope Shenouda and Ava Hedra LLC |
| Ulmerton Rd - FL | 9080 Ulmerton Rd | Largo | FL | 33771 | (727) 270-7705 | Queen and Prince LLC |
| Commercial Boulevard Shoppes - FL | 7948 W. Commercial Blvd | Lauderhill | FL | 33351 | (954) 541-3941 | Vulcain Five Inc. |
| Tampa Premium Outlets | 2398 Grand Cypress Drive | Lutz | FL | 33559 | (813) 287-6633 | Saint Anthony of Orlando LLC |

| Center | Address | City | State | ZIP | Phone | Owner Name |
|----------------------------------|--|-----------------------|-------|------------|----------------|--|
| MacDill AFB | Food Court-Charley's Steakery3108 N Boundary Rd Bldg 926 | MacDill AFB | FL | 33608 | (813) 840-0511 | Army Air Force Exchange Service |
| Dolphin Mall | 11401 NW 12th St # FC106 | Miami | FL | 33172 | (305) 418-9552 | Elba International Investments Inc. |
| Miami International Mall | 1455 NW 107th Ave Spc 462 | Miami | FL | 33172 | (305) 640-0269 | Joonseok Oh |
| Dadeland Mall | 7501 N Kendall Dr #FC14 | Miami | FL | 33156 | (305) 668-0397 | M2M Plus Investments LLC |
| Coastland Center | 1850 Tamiami Trl N | Naples | FL | 34102-5226 | (239) 434-2254 | Queen and Prince LLC |
| Walmart – Collier Blvd | 9885 Collier Blvd | Naples | FL | 34114 | (727) 331-1145 | Queen and Prince LLC |
| Walmart – Juliet Blvd | 5420 Juliet Blvd | Naples | FL | 34109 | (321) 360-6771 | Queen and Prince LLC |
| Shoppes at Golden Acres | 9754 Little Road | New Port Richey | FL | 34654 | (727) 857-6011 | Grace & Philo LLC |
| Arena Shoppes | 7202 W McNab Rd | North Lauderdale | FL | 33068 | (954) 366-3245 | Vulcain Six Inc |
| Paddock Mall | 3100 SW College Rd Spc 202-1 | Ocala | FL | 34474 | (352) 873-7070 | Yaeger Restaurants, Inc. |
| West Oaks Mall (FL) | 9401 W Colonial Dr | Ocoee | FL | 34761 | (203) 745-6326 | YMK, Inc. |
| Orange Park Mall | 1910 Wells Rd Spc VC-04 | Orange Park | FL | 32073 | (904) 579-4732 | Sunjung Park |
| Orlando Vineland Prem Outlets | 8200 Vineland Ave | Orlando | FL | 32821 | (407) 465-0106 | AM Orlando Prmium Partnres, LLC |
| Florida Mall | 8001 S Orange Blossom Trl FC07 | Orlando | FL | 32809-7668 | (407) 857-5006 | EM Florida Partners, LLC |
| Metro Crossings - FL | 2567 South Kirkman Rd | Orlando | FL | 32811 | (407) 601-4146 | Metropolitan Hedra LLC |
| East Colonial Drive | 2904 East Colonial Drive | Orlando | FL | 32803 | (407) 720-3966 | Pope Shenouda and Ava Hedra LLC |
| Mall at Millenia | 4200 Conroy Rd | Orlando | FL | 32839 | (407) 351-6602 | Pope Shenouda and Ava Hedra LLC |
| Orange Blossom - FL | 11376 S. Orange Blossom Trl | Orlando | FL | 32837 | (407) 271-4359 | Pope Shenouda and Ava Hedra LLC |
| South Orange Blossom - FL | 5908 S Orange Blossom Trail | Orlando | FL | 32809 | (863) 937-6951 | Pope Shenouda and Ava Hedra LLC |
| Orlando Premium Outlets | 4951 International Drive | Orlando | FL | 32819 | (407) 351-9200 | Pope Shenouda LLC |
| Waterford Lakes Town Center | 433 N Alafaya Trail | Orlando | FL | 32828-7017 | (407) 730-3150 | Pope Shenouda LLC |
| Babcock St - FL | 4855 Babcock St NE | Palm Bay | FL | 32905 | (321) 802-9003 | Good Shepherd Food Services LLC |
| Gardens Mall | 3101 PGA Boulevard | Palm Beach Gardens | FL | 33410 | (561) 572-8561 | AM Gardens Partners LLC |
| South Congress Ave | 3276 S Congress Ave | Palm Springs | FL | 33461 | (561) 557-9194 | Maria and Karas 2 |
| Patrick AFB | 1221 S Patrick Dr Bldg 1364 | Patrick AFB | FL | 32925 | (321) 799-1300 | Army Air Force Exchange Service |

| Center | Address | City | State | ZIP | Phone | Owner Name |
|--------------------------------------|---------------------------------------|------------------|--------------|------------|----------------|--------------------------------------|
| Pembroke Lakes Mall | 11401 Pines Blvd Ste 484 | Pembroke Pines | FL | 33026-4105 | (954) 443-3399 | INV JAG 2001 |
| Park Blvd, Pinellas Park | 5021 Park Blvd N | Pinellas Park | FL | 33781 | (440) 390-1267 | Besam Azouz |
| Redman Pkwy - FL | 2615 James L Redman Pkwy | Plant City | FL | 33566 | (813) 652-8123 | Amir Ibrahim LLC |
| Broward Mall | 8000 W. Broward Mall Blvd., FC-12 | Plantation | FL | 33388 | (954) 533-0319 | Julie & John Inc. |
| Port Charlotte Town Center | 1441 Tamiami Trl # 603 | Port Charlotte | FL | 33948 | (941) 766-0005 | Raul Perez |
| US Highway 19 - FL | 8539 US Highway 19 | Port Richey | FL | 34668 | (813) 652-8123 | Grace Food Services LLC |
| Gatlin Blvd | 1367 SW Gatlin Blvd | Port St Lucie | FL | 34953 | (772) 281-4710 | William Micco |
| Tyrone Square Mall | 6901 22nd Ave N, FC#04 | Saint Petersburg | FL | 33710 | (727) 344-3932 | ARDI II International LLC |
| Walmart - Rinehart Rd, FL | 1601 Rinehart Rd | Sanford | FL | 32771 | (321) 926-3482 | Ava Wanas LLC |
| Seminole Town Center | 240 Towne Center Cir Spc VC- 10 | Sanford | FL | 32771 | (407) 324-8444 | Yaeger Restaurants, Inc. |
| Walmart – Commercial Way | 1485 Commercial Way | Spring Hill | FL | 34606 | (727) 276-1269 | Saint Mary and Father Angelos Inc |
| Walmart – 34 th St | 3501 34 th St | St Petersburg | FL | 33711 | (973) 816-0922 | Jessie of Pasco LLC |
| Walmart – Stuart | 4001 SE Federal Hwy | Stuart | FL | 34997 | (772) 678-6411 | Good Shepherd Food Services LLC |
| Sawgrass Mills #2 | 12801 W. Sunset Blvd., F-221 | Sunrise | FL | 33323 | (954) 851-1399 | AM Sawgrass Partners, LLC |
| Sawgrass Mills | 12801 W Sunrise Blvd Unit 843 | Sunrise | FL | 33323 | (954) 835-1461 | Elbardi Sawgrass Partners, LLC |
| Governor's Square - FL | 1500 Apalachee Pkwy Ste 1270 | Tallahassee | FL | 32301-4029 | (850) 727-8720 | Elbardi International Governor's LLC |
| Walmart – Gunn Hwy | 6192 Gunn Hwy | Tampa | FL | 33625 | (813) 269-5679 | Atmaru Inc |
| Citrus Park Mall | 8003 Citrus Park Town Center Mall | Tampa | FL | 33625 | (813) 926-7638 | Kang's Mix & Grill, LLC |
| International Plaza | 2223 N Westshore Blvd Spc FC-201 | Tampa | FL | 33607 | (813) 443-8379 | Mary Theotokos, LLC |
| Westshore Plaza | 250 Westshore Plaza | Tampa | FL | 33609 | (813) 287-6633 | Saint Anthony of Orlando LLC |
| E Fowler Ave | 1248 E Fowler Ave | Tampa | FL | 33612 | (813) 978-0008 | St Mina & St Verena, LLC |
| Tyndall AFB | Tyndall Main Food Court950 Mall Ln | Tyndall AFB | FL | 32403 | (850) 286-6440 | Army Air Force Exchange Service |
| Walmart - Shoppes at Lake Andrew, FL | 8500 N Wickham Rd | Viera | FL | 32940 | (321) 775-3290 | Good Shepherd Food Services, LLC |
| Mall at Wellington Green | 10300 W Forest Hills Blvd # FC-110 | Wellington | FL | 33414 | (561) 753-2823 | Elba International Wellington, LLC |
| Shops at Wiregrass | 28152 Paseo Dr Ste 190 | Wesley Chapel | FL | 33543 | (813) 994-9001 | Grace Food Services LLC |
| Walmart – Belvedere Rd | 9990 Belvedere Rd | West Palm Beach | FL | 33411 | (561) 247-7597 | Good Shepherd Food Services LLC |

| Center | Address | City | State | ZIP | Phone | Owner Name |
|-----------------------------------|---|--------------------|--------------|------------|----------------|-------------------------------------|
| Walmart – Gall Blvd | 7631 Gall Blvd | Zephyrhills | FL | 33541 | (813) 702-4630 | Whitehorse4545 LLC |
| Atlanta Airport C2 | 7700 Spine RoadConcourse CP.O. Box 20946 | Atlanta | GA | 30320-0921 | (404) 684-2561 | Atlanta Restaurant Partners, LLC |
| Lenox Square | 3393 Peachtree Road NE, #1019A | Atlanta | GA | 30326 | (404) 816-5999 | Mario Contreras |
| Augusta Mall | 3450 Wrightsboro Rd Spc 2390 | Augusta | GA | 30909 | (706) 736-1010 | EI FMG Augusta, LLC |
| Mall of Georgia | 3333 Buford Road | Buford | GA | 30519 | (770) 271-1006 | AM MOG Partnrs, LLC |
| Peachtree Mall | 3507 Manchester Expressway, #F8 | Columbus | GA | 31909 | (706) 327-2311 | EI FMG PEACHTREE, LLC |
| Fort Benning II | 103 Ingersoll St | Fort Benning | GA | 31905 | (706) 687-4995 | Army Air Force Exchange Service |
| Fort Benning III | SC Food Court9220 Marne Rd | Fort Benning | GA | 31905 | (706) 685-3257 | Army Air Force Exchange Service |
| Fort Gordon | Fort Gordon Main Food Court Bldg38200 3rd Ave | Fort Gordon | GA | 30905 | (706) 772-9742 | Army Air Force Exchange Service |
| Fort Stewart Exchange | Charley's Grilled Subs 345 Lindquest Bldg 71 | Fort Stewart | GA | 31315 | (912) 876-4698 | Army Air Force Exchange Service |
| Town Center at Cobb | 400 Ernest Barrett Parkway, #125 | Kennesaw | GA | 30144 | (770) 792-7060 | AM Cobb Partners LLC |
| Sugarloaf Mills Mall - GA | 5900 Sugarloaf Pkwy | Lawrenceville | GA | 30043 | (847) 497-0757 | Kyle Park |
| Robins AFB | Robins AFB Exchange Main Food Court650 9th St | Warner Robins | GA | 31098 | (478) 929-0690 | Army Air Force Exchange Service |
| Outlet Shoppes at Atlanta | 915 Ridgewalk ParkwaySuite 482 | Woodstock | GA | 30188 | (770) 592-9201 | EI FMG Horizon C, LLC |
| Andersen AFB | Andersen AFB Food CourtBldg 26080 Unit 14032 | APO AP | GU | 96543 | (671) 366-3120 | Army Air Force Exchange Service |
| Guam Premium Outlet | 199 Chalan San Antonio Rd Space O | Tamuning | GU | 96913 | (671) 649-7835 | J & I Corp |
| Pearlridge Center | 98-1005 Moanalua Rd Ste 142A | Aica | HI | 96701 | (808) 488-8787 | Charley's Hawaii, Inc. |
| Hickam AFB | 265 McClellan St Bldg 2171 | Hickam AFB | HI | 96853-5135 | (808) 423-7302 | Army Air Force Exchange Service |
| Ala Moana Shopping Center | 1450 Ala Moana Blvd # 1160R | Honolulu | HI | 96814 | (808) 945-2687 | Charley's Hawaii, Inc. |
| Pearl Harbor Navy Exchange | Navy Exchange Food Court Building 631 | Pearl Harbor | HI | 96701 | (808) 422-8700 | Charley's Hawaii, Inc. |
| Schofield Barracks | AAFES Food Court Bldg 694 Cadet Sheridan & McCornack Rd | Schofield Barracks | HI | 96857 | (808) 237-4572 | Army Air Force Exchange Service |
| Coral Ridge Mall | 1451 Coral Ridge Ave Spc 608 | Coralville | IA | 52241 | (319) 625-2172 | Hawkifood LLC |
| Northpark Mall - Davenport, IA | 320 W Kimberly Rd, Space #0078 | Davenport | IA | 52806 | (563) 388-6373 | Dan LLC |

| Center | Address | City | State | ZIP | Phone | Owner Name |
|-------------------------------|--|------------------|--------------|------------|----------------|---------------------------------|
| Chicago Premium Outlets | 1650 Premium Outlet Blvd. | Aurora | IL | 60502 | (630) 606-0481 | Premium Steakery Inc. |
| Burbank Plaza - IL | 4823 West 79th Street | Burbank | IL | 60459 | (708) 921-1279 | Burbank Steakery Inc. |
| Chicago Ridge Mall | 470 Chicago Ridge Mall Dr | Chicago Ridge | IL | 60415 | (708) 425-0046 | Sky Bridge Food LLC |
| Junction Truckstop | 711 US Highway 150 E | Galesburg | IL | 61401 | (309) 289-7827 | Lincoln USA LLC |
| Gurnee Mills | 6170 Grand Ave., Suite | Gurnee | IL | 60031-4551 | (847) 855-1815 | In Sook Hong |
| Gurnee Mills II - IL | 6170 W Grand Ave | Gurnee | IL | 60031 | (630) 335-1052 | In Sook Hong |
| Lansing Square - IL | 17667 Torrence Ave | Lansing | IL | 60438 | (708) 251-5920 | Tony Doleh |
| Yorktown Center Mall | 203 Yorktown Shopping Center, FC-7 | Lombard | IL | 60148 | (630) 705-0114 | Rick Abdel-Hadi |
| TA Morris - IL | 21 Romines Dr. | Morris | IL | 60450 | (815) 942-5690 | TA Operating LLC |
| Harlem Irving Plaza | 4144 North Harlem Ave. | Norridge | IL | 60706 | (708) 395-5269 | In Sook Hong |
| S Harlem | 10458 S Harlem Ave | Palos Hills | IL | 60465 | (708) 529-0805 | AMG Philly Inc |
| Walton Road | 7038 Walton St | Rockford | IL | 61108-2611 | (815) 227-5679 | Phomma Souvannasane |
| Cherryvale Mall | 7200 Harrison Ave # FC-9 | Rockford | IL | 61112 | (815) 332-5899 | Vietiane, Inc. |
| Fashion Outlets of Chicago | 5220 Fashion Outlets Way | Rosemont | IL | 60018 | (847) 233-0880 | CFO PHILL'Z Inc. |
| Woodfield Mall | 5 Woodfield Mall | Schaumburg | IL | 60173 | (847) 497-0757 | Kyle Park |
| Scott AFB | AAFES Food Court Bldg 1981 Ward St | Scott AFB | IL | 62225 | (618) 744-1823 | Army Air Force Exchange Service |
| Hawthorn Mall | 904 Hawthorn Center | Vernon Hills | IL | 60061 | (847) 454-7519 | Hawthorne Steakery Inc. |
| Wilmington Petro Travel Plaza | 24223 W. Lorenzo Rd. | Wilmington | IL | 60481 | (779) 232-7975 | TA Operating LLC |
| Glenbrook Square | 4201 Coldwater Rd # FC06 | Fort Wayne | IN | 46805 | (260) 484-1308 | Hyung Woo Lee |
| Greenwood Park Mall | 1251 US 31 North | Greenwood | IN | 46142 | (317) 881-1800 | Hyang Suh |
| Circle Centre | 49 W. Maryland Street, VC03 | Indianapolis | IN | 46204 | (317) 917-8564 | Hyang Suh |
| Castleton Square Mall | 6020 E 82nd St Ste 1002 | Indianapolis | IN | 46250-0047 | (203) 745-6326 | YMK, Inc. |
| East Boulevard Avenue | 1610 E Boulevard Ave | Kokomo | IN | 46902 | (765) 450-4901 | East Boulevard Philly |
| Southlake Mall | 2278 Southlake Mall | Merrillville | IN | 46410 | (219) 791-0644 | Bon Koo |
| University Park Mall | 6501 Grape Rd Ste 578 | Mishawaka | IN | 46545-1040 | (574) 243-8081 | Yuan's Family Group, Inc. |
| TA Seymour - IN | 2636 E Tipton St | Seymour | IN | 47274 | (812) 522-6655 | TA Operating LLC |
| Fort Leavenworth | Fort Leavenworth Main FC 330 Kansas Ave Bldg 700 | Fort Leavenworth | KS | 66027 | (913) 651-7272 | Army Air Force Exchange Service |
| Fort Leavenworth II | 100 Stimson Ave Bldg 127 | Fort Leavenworth | KS | 66027 | (913) 651-6573 | Army Air Force Exchange Service |
| Fort Riley | Fort Riley Food Court Bldg # 6914 | Fort Riley | KS | 66442 | (785) 784-3712 | Army Air Force Exchange Service |

| Center | Address | City | State | ZIP | Phone | Owner Name |
|-------------------------------|--|-----------------|-------|------------|----------------|---------------------------------|
| Fort Riley II | Bldg 2210 Trooper Dr Food Court 2 | Fort Riley | KS | 66442 | (785) 784-2775 | Army Air Force Exchange Service |
| Oak Park Mall | 11523 W 95th St | Overland Park | KS | 66214 | (913) 492-2600 | Sung Enterprises |
| Towne East Square | 7700 E Kellogg Dr # VC06 | Wichita | KS | 67207 | (316) 612-9877 | K&T Ventures, LLC |
| Ashland Town Center | 500 Winchester Ave # 154 | Ashland | KY | 41101 | (606) 325-5275 | Ewida Enterprises, Inc. |
| Fort Campbell | Fort Campbell AAFES Food Court 2840 Bastogne Ave | Fort Campbell | KY | 42223-5114 | (270) 439-1841 | Army Air Force Exchange Service |
| Fort Knox | AAFES Ft Knox Exchange Bldg 127 Gold Vault Road | Fort Knox | KY | 40121 | (502) 942-4269 | Army Air Force Exchange Service |
| Fayette Mall | 3401 Nicholasville Rd. | Lexington | KY | 40503 | (859) 271-8473 | Ewida Enterprises, Inc. |
| Jefferson Mall | 4801 Outer Loop | Louisville | KY | 40219 | (502) 969-8377 | Charley's Alpha, LLC |
| Mall at St. Matthews | 5000 Shelbyville Rd Spc 1655 | Louisville | KY | 40207 | (502) 398-5641 | Charley's Alpha, LLC |
| Minit Mart Paducah | 5425 Cairo Rd. (I-24 at Route 45) | Paducah | KY | 42001-8748 | (270) 442-2733 | Minit Mart LLC |
| Barksdale AFB #2 | 455 Curtiss Rd Bldg 4711 | Barksdale AFB | LA | 71110 | (318) 746-2603 | Army Air Force Exchange Service |
| Mall of Louisiana | 6401 Bluebonnet Blvd Spc FC-008 | Baton Rouge | LA | 70836 | (225) 765-6285 | Su Ouyang |
| Fort Polk II | Fort Polk Food Court 7742 Colorado Ave Bldg 850 | Fort Polk | LA | 71459 | (337) 537-4089 | Army Air Force Exchange Service |
| Oakwood Center - LA | 197 Westbank Expressway | Gretna | LA | 70053 | (504) 309-1092 | Su Ouyang |
| Acadiana Mall | 5725 Johnston St. | Lafayette | LA | 70503 | (337) 484-3281 | Su Ouyang |
| Lakeside Shopping Center - LA | 3301 Veterans Memorial Blvd | Metairie | LA | 70003 | (504) 309-1092 | Su Ouyang |
| Pecanland Mall - LA | 4700 Millhaven Rd | Monroe | LA | 71203 | (504) 309-1092 | Su Ouyang |
| Corner Mall | 417 Washington Street | Boston | MA | 02108 | (617) 482-0695 | Charley Corner Corp |
| Longwood Galleria | 400 Brookline Ave. | Boston | MA | 02215 | (617) 566-0289 | Eddy Chen |
| South Shore Plaza - MA | 250 Granite St Spc 2104 | Braintree | MA | 02184 | (781) 266-8900 | South Shore Charleys Steak Inc. |
| Westgate Mall (MA) | 200 Westgate Drive | Brockton | MA | 02301 | (508) 510-4044 | Eddy Chen |
| Belmont Street - MA | 739 Belmont Street | Brockton | MA | 02301 | (774) 223-5118 | Fei Chan |
| Burlington Mall | 75 Middlesex Turnpike, Suite 2102 | Burlington | MA | 01803 | (781) 221-2134 | South Shore Charleys Steak Inc. |
| CambridgeSide - MA | 100 Cambridgeside Pl | Cambridge | MA | 02141 | (508) 510-4044 | Fei Chan |
| Holyoke Mall | 50 Holyoke St. | Holyoke | MA | 01040 | (347-668-1179 | Jae Cho |
| Cape Cod Mall | 769 Iyannough Rd, #F115 | Hyannis | MA | 02601 | (508) 321-2025 | Fujie Chen |
| Solomon Pond Mall - MA | 601 Donald Lynch Blvd | Marlborough | MA | 01752 | (201) 787-2660 | Jae Cho |
| Natick Mall | 1245 Worcester Street | Natick | MA | 01760 | (617) 347-7245 | Jae Cho |
| Emerald Square Mall | 999 S Washington St # F-313 | North Attleboro | MA | 02760 | (508) 699-0580 | Fei (Eddy) Chen |

| Center | Address | City | State | ZIP | Phone | Owner Name |
|-----------------------------|--|------------------|-------|-------|----------------|---------------------------------|
| Northshore Mall | 210 Andover St | Peabody | MA | 01960 | (978) 530-4468 | Zhihui Qiu |
| Square One Mall | 1201 Broadway | Saugus | MA | 01906 | (617) 347-7245 | Minyu Chen |
| Webster Square Plaza - MA | 1241 Main St | Worcester | MA | 01603 | (201) 787-2660 | Jae Cho |
| Ashland Ave - MD | 1835 Ashland Ave | Baltimore | MD | 21205 | (443) 388-8319 | Andrew Charley's LLC |
| Security Square Mall | 6901 Security Blvd, Space FC3 | Baltimore | MD | 21244 | (410) 298-5240 | Fei (Eddy) Chan |
| E Joppa Rd - MD | 2205 E Joppa Rd | Baltimore | MD | 21234 | (410) 497-5469 | Joppa Charleys LLC |
| Montgomery Mall (MD) | 7101 Democracy Boulevard | Bethesda | MD | 20817 | (301) 767-0007 | Eddy Chan |
| Bowie Town Center - MD | 15411 Excelsior Drive | Bowie | MD | 20716 | (281) 570-6616 | Scott Enterprise USA LLC |
| Cadillac Crossing | 16104 Cadillac Dr Suite A | Brandywine | MD | 20613 | (301) 782-1703 | Fei (Eddy) Chan |
| Andrews AFB | Main Exchange Food Court Bldg1811 G St | Camp Spring | MD | 20762 | (301) 568-0180 | Army Air Force Exchange Service |
| The Hub Food Hall - MD | 6510 Baltimore National Pike | Catonsville | MD | 21228 | (667) 802-5177 | Hub Maryland, Inc. |
| Clarksburg Premium Outlets | 22705 Clarksburg Rd | Clarksburg | MD | 20871 | (301) 944-0010 | Ling Xaio Wu |
| Mall in Columbia | 10300 Little Patuxent Pkwy. | Columbia | MD | 21044 | (410) 715-8588 | Chanel Li |
| Penn Station Shop Ctr | 5736 Silver hill Rd | District Heights | MD | 20747 | (301) 278-5767 | CK4 Pennstation LLC |
| Ft. Meade II | 2799 Rose Street | Fort Meade | MD | 20755 | (410) 305-4003 | Army Air Force Exchange Service |
| Lakeforest Mall | 701 Russell Ave # FC-104 | Gaithersburg | MD | 20877 | (718) 200-7393 | Jian Yun Li |
| North Frederick Ave | 405 North Frederick Ave #C | Gaithersburg | MD | 20877 | (718) 200-7393 | Jian Yun Li |
| Beltway Plaza | 5506 Cherrywood Ln | Greenbelt | MD | 20770 | (240) 297-9363 | Xu Feng Lin |
| Arundel Mills | 7000 Arundel Mills Circle | Hanover | MD | 21076 | (443) 661-4790 | Fei (Eddy) Chan |
| Mall at Prince Georges | 3500 E. West Highway | Hyattsville | MD | 20782 | (301) 853-3300 | Eddy Chan |
| Capital Plaza | 6300 Annapolis Rd, Space #2 | Hyattsville | MD | 20784 | (646) 269-9918 | H & H Group Investment, LLC |
| BITES Langley Park - MD | 8046 New Hampshire Ave | Hyattsville | MD | 20783 | (223) 242-7539 | Naveen Enterprises, Inc. |
| Corridor Marketplace | 3351 Corridor Marketplace #500 | Laurel | MD | 20724 | (240) 965-6314 | Czixia & Shijian Zheng |
| Boulevard Shops | 14619 Baltimore Ave | Laurel | MD | 20707 | (240) 280-2306 | Scott Enterprise USA LLC |
| White Marsh Mall | 8200 Perry Hall Blvd # 2395 | Nottingham | MD | 21236 | (410) 933-5898 | Chanel Li |
| Foundry Row | 10160 Reisterstown Rd | Owings Mills | MD | 21117 | (410) 754-4386 | H & H Group Investment, LLC |
| Oxon Hill Plaza | 6241 Livingston Rd, Space 305 | Oxon Hill | MD | 20745 | (301) 567-7888 | CK4 LLC |
| Towson Town Center | 825 Dulaney Valley Road | Towson | MD | 21204 | (917) 773-2342 | Fei (Eddy) Chan |
| Waldorf Shoppers World - MD | 3248 Crain Highway | Waldorf | MD | 20603 | (301) 479-1107 | Fei Chan |

| Center | Address | City | State | ZIP | Phone | Owner Name |
|-------------------------------|---|-------------------|--------------|------------|----------------|---|
| St. Charles Towne Center | 11110 Mall Cir Spc VC02 | Waldorf | MD | 20603 | (301) 645-9388 | Jian Yun Li |
| Wheaton Mall | 11160 Viers Mill Rd Spc FC-2 | Wheaton | MD | 20902 | (301) 946-1702 | Jian Yun Li |
| Maine Mall | 364 Maine Mall Road, #F-107 | South Portland | ME | 04106 | (207) 771-1500 | Kaylee Grilled Subs |
| West Pierson Rd | 4335 West Pierson Rd | Flint | MI | 48532 | (810) 258-5501 | Victor Halloun |
| Rivertown Crossing | 3700 Rivertown Pkwy SW Spc 2166 | Grandville | MI | 49418-3091 | (616) 538-1440 | Bon & Sue Koo |
| Meridian Mall | 1982 W Grand River Ave # F-1A | Okemos | MI | 48864-5720 | (517) 347-5575 | Bon Koo |
| Macomb Mall | 32201 Gratiot Ave # 150 | Roseville | MI | 48066 | (586) 294-2050 | Joe Gralka |
| Fashion Corners | 4338 Bay Rd | Saginaw | MI | 48603 | (989) 797-1199 | Kajos Future Corners LC |
| Oakland Mall | 498-D W 14 Mile Rd | Troy | MI | 48083 | (248) 307-0016 | Kajos Future Oakland LLC |
| Apache Mall | 1201 12th St. SW, #196 | Rochester | MN | 55902 | (507) 281-6381 | Bon Koo |
| Maplewood Mall | 3001 White Bear Ave. | St Paul | MN | 55109 | (651) 773-6059 | Jae-Hong Yim |
| Fort Leonard Wood | Bldg # 487 Replacement Ave | Fort Leonard Wood | MO | 65473 | (573) 329-2607 | Army Air Force Exchange Service |
| Independence Center | 18813 E 39th St S # 104 | Independence | MO | 64057 | (317) 345-9655 | Sung Enterprises |
| Northpark Mall - Joplin, MO | 101 N Range Line Rd Spc 288 | Joplin | MO | 64801 | (417) 626-8880 | Wen (Jeremy) Lai |
| Battlefield Mall | 2825 S Glenstone Ave Ste VC08 | Springfield | MO | 65804-3728 | (417) 886-2575 | REO Enterprises LLC |
| Whiteman AFB | 711 Vandenberg Bldg 529 | Whiteman AFB | MO | 00000 | (660) 563-3167 | Army Air Force Exchange Service |
| Keesler AFB II | Keesler AFB Food Court / Charley's 506 Larcher Blvd Bldg 2306 | Biloxi | MS | 39534 | (228) 432-5090 | Army Air Force Exchange Service |
| Turtle Creek Mall (MS) | 1000 Turtle Creek Dr. | Hattiesburg | MS | 39402 | (601) 579-0392 | Jianling Zheng |
| Barnes Crossing Mall | 1001 Barnes Crossing | Tupelo | MS | 38804 | (662) 260-4656 | Guang Sun |
| Northlake Mall | 6801 Northlake Mall Drive #FC207 | Charlotte | NC | 28216 | (980) 367-3602 | AM Northlake Partners LLC |
| Southpark Mall (NC) | 4400 Sharon Rd. | Charlotte | NC | 28211 | (704) 366-6787 | AM SOUTHPARK PARTNERS LLC |
| Charlotte Premium Outlet | 5404 New Fashion Way Suite 618 | Charlotte | NC | 28278 | (704) 586-9149 | Elbardi International Charlotte Premium LLC |
| Streets at Southpoint | 6910 Fayetteville Rd # 244 | Durham | NC | 27713 | (919) 316-1222 | Elbardi International NC, LLC |
| Fort Bragg Charley's Steakery | Bragg Military Shopping Plaza Bldg # 1007 | Fort Bragg | NC | 28307 | (910) 436-4860 | Army Air Force Exchange Service |
| Fort Bragg II | Fort Bragg Charley's Bldg # 4-2171 Riley Rd | Fort Bragg | NC | 28307 | (910) 436-5202 | Army Air Force Exchange Service |

| Center | Address | City | State | ZIP | Phone | Owner Name |
|--------------------------------|--|------------------------|-------|------------|----------------|---------------------------------------|
| Fort Bragg III | Bldg 8-50-50 Butner Rd North Post Exchange FC | Fort Bragg | NC | 28307 | (910) 436-2490 | Army Air Force Exchange Service |
| Fort Bragg IV | Ardeness St Bldg C5934 | Fort Bragg | NC | 28307 | (910) 960-9504 | Army Air Force Exchange Service |
| Four Seasons Town Center | 410 Four Seasons Town Centre Spc 350E | Greensboro | NC | 27427 | (336) 852-8826 | Elbardi International NC, LLC |
| Valley Hills Mall | 1960 Highway 70 | Hickory | NC | 28602 | (828) 328-1300 | Calvin Ma |
| Carolina Place - NC | 11025 Carolina Place Pkwy Spc FC-08 | Pineville | NC | 28134 | (704) 543-9044 | AM Carolina Place Partners, LLC |
| Triangle Town Center | 5959 Triangle Town Blvd., FC- 1124 | Raleigh | NC | 27616 | (919) 792-2206 | Elbardi International Triangle LLC |
| Independence Mall (NC) | 3500 Oleander Dr | Wilmington | NC | 28403 | (910) 792-9813 | Soohyeon Hwang |
| Hanes Mall | 3320 Silas Creek Parkway | Winston Salem | NC | 27103 | (336) 774-0144 | Elbardi International Hanes LLC |
| Minot AFB | AAFES Food Court C/o Charley's Grilled Subs362 Missile Ave | Minot | ND | 58705-5007 | (701) 727-4706 | Army Air Force Exchange Service |
| Fargo Petro Stopping Center | 4510 19th Ave. S. | South Fargo | ND | 58103 | (701) 551-4034 | DSE Investments, LLC |
| Gateway Mall (NE) | 6100 O St. | Lincoln | NE | 68505 | (402) 464-0580 | Gary & Mia Schmidt |
| Offutt AFB II | Offutt Food Court Bldg 166106 Meyers Ave | Offutt Afb | NE | 68113 | (402) 291-9596 | Army Air Force Exchange Service |
| Mall of New Hampshire | 1500 S Willow St | Manchester | NH | 03103 | (603) 206-5020 | Jae Cho |
| Pheasant Lane Mall | 310 Daniel Webster Highway | Nashua | NH | 03060 | (603) 402-4449 | Zhen Li |
| Rockingham Park Mall - NH | 99 Rockingham Park Blvd | Salem | NH | 03079 | (603) 894-5900 | Jae Cho |
| Crossing Shopping Ctr - NJ | 191 E 22nd St | Bayonne | NJ | 07002-5002 | (201) 858-1730 | Fei Chan |
| Cherry Hill Mall | 2000 NJ-38 | Cherry Hill | NJ | 08002 | (856) 406-6305 | Charleys Cherry Hill LLC |
| Deptford Mall | 1750 Deptford Center Rd | Deptford Township | NJ | 08096 | (609) 941-9936 | Chanel Li |
| Brunswick Square Mall | 755 State Route 18 Spc 799 | East Brunswick | NJ | 08816 | (732) 829-6020 | Brunswick Charleys, Inc. |
| Menlo Park Mall | 55 Parsonage Rd Unit 325 | Edison | NJ | 08837 | (732) 494-8201 | Medhat Enterprises, Inc. |
| Oak Tree Plaza - NJ | 6801 E Black Horse Pike, Suite 304 | Egg Harbor Township | NJ | 08234 | (609) 867-9950 | Omar Abdallah |
| McGuire-Dix-Lakehurst | Main Store Food Court Attn: Wanda S3452 Broidy Ave | Fort Dix | NJ | 08641 | (609) 723-6100 | Army Air Force Exchange Service |
| Freehold Raceway Mall | 3710 US Highway 9 Space B234 | Freehold | NJ | 07728 | (848) 207-8949 | Hyun Shin |
| Walmart – US Hwy 9 | 4900 US Hwy 9 | Howell Township | NJ | 07731 | (848) 245-0686 | Power Family & Friends, Inc |
| Newport Centre | 30 Mall Dr W # VC-08 | Jersey City | NJ | 07310 | (201) 795-0111 | Fei Chan |

| Center | Address | City | State | ZIP | Phone | Owner Name |
|------------------------------------|----------------------------------|------------------|-------|------------|----------------|---|
| Quaker Bridge Mall | 150 Quaker Bridge Mall Spc FC-08 | Lawrenceville | NJ | 08648 | (609) 799-0073 | Montrose Management, Inc |
| Essex St - NJ | 340 Essex St | Lodi | NJ | 07644 | (856) 544-9280 | Michael Lai |
| Moorestown Mall - NJ | 400 Route 38 Unit 1650 | Moorestown | NJ | 08057-3282 | (603) 894-5900 | Jae Cho |
| Garden State Plaza | 1 Garden State Plz Spc FC14 | Paramus | NJ | 07652 | (201) 845-6060 | C&J Garden State Plaza, Inc. |
| Paramus Park | 700 Paramus Park | Paramus | NJ | 07652-5128 | (646) 553-2334 | Chanel Li |
| Rockaway Townsquare Mall | 301 Mount Hope Ave Spc 2105 | Rockaway | NJ | 07866 | (973) 366-1161 | C & J Restaurant of Rockaway, Inc. |
| Hadley Center - NJ | 4957 Stelton Road | South Plainfield | NJ | 07080 | (908) 444-8081 | St. Shenouda LLC |
| Jersey Shore Premium Outlets | One Premium Outlets Boulevard | Tinton Falls | NJ | 07753 | (973) 403-3182 | Bhawin Patel, Dipteshkumar Patel, Samir Marwaha |
| Willowbrook Mall (NJ) | 1400 Willowbrook Mall | Wayne | NJ | 07470 | (973) 256-9778 | American Foods Management |
| Woodbridge Center | 250 Woodbridge Center Dr | Woodbridge | NJ | 07095 | (732) 362-0400 | Charleys Woodbridge LLC |
| Coronado Center - NM | 6600 Menaul Blvd NE | Albuquerque | NM | 87110 | (505) 305-6872 | Good Karma Restaurants LLC |
| Cottonwood Mall | 1000 Coors Bypass | Albuquerque | NM | 87114 | (505) 308-8974 | Good Karma Restaurants LLC |
| Holloman AFB | 551 4th St Bldg 227 | Holloman AFB | NM | 88330 | (505) 479-1657 | Army Air Force Exchange Service |
| Kirtland II | 7901 Gibson Blvd SE Bldg 20176 | Kirtland AFB | NM | 87117-0001 | (505) 256-1889 | Army Air Force Exchange Service |
| Meadows Mall | 4300 Meadows Lane, Sp. #5110 | Las Vegas | NV | 89107 | (702) 431-1307 | Elbardi Interntional Fashion LLC |
| Walmart - Arroyo Crossing Pkwy, NV | 7200 Arroyo Crossing Pkwy | Las Vegas | NV | 89113 | (702) 263-8899 | Wissam Dagher |
| Nellis AFB | 5691 Rickenbacker Rd Bldg 431 | Nellis AFB | NV | 89191 | (702) 644-8516 | Army Air Force Exchange Service |
| Meadowood Mall | 5615 Meadowood Cir | Reno | NV | 89502 | (775) 826-7827 | Resty Reyes |
| Colonie Center | Wolf Rd. & Central Ave. | Albany | NY | 12205 | (518) 621-1887 | Chan Kyu Lee |
| Crossgates Mall | 1 Crossgates Mall Rd. | Albany | NY | 12203 | (518) 869-3522 | Chan Lee |
| South Shore Mall - NY | 1701 Sunrise Hwy | Bayshore | NY | 11706 | (631) 206-1100 | Eddy Chan |
| Mall at Bay Plaza | 200 Baychester Ave. | Bronx | NY | 10475 | (718) 671-2009 | Good 4 Us, LLC |
| Throggs Neck - NY | 815 Hutchinson River Pkwy | Bronx | NY | 10465 | (972) 905-5423 | QXH CIRCLE SQUARE INC |
| Kings Plaza Shopping Center | 5100 Kings Plaza | Brooklyn | NY | 11234 | (718) 338-3083 | Mukul Deb |
| Walden Galleria Mall | One Walden Galleria Dr Spc F-205 | Buffalo | NY | 14225 | (716) 681-3922 | Jessie & Jay Inc. |

| Center | Address | City | State | ZIP | Phone | Owner Name |
|-------------------------------------|---|---------------|--------------|------------|----------------|---------------------------------|
| Deer Park Tanger Outlets - NY | 152 The Arches Circle | Deer Park | NY | 11729 | (631) 667-0905 | Fei Chan |
| Queens Center | 90-15 Queens Blvd Spc FC-1 | Elmhurst | NY | 11373 | (718) 271-7220 | Chonbaegold |
| Consumer Square - NY | 830 County Road 64 Ste 19D | Elmira | NY | 14903 | (607) 739-1663 | Charley's C.S. Inc. |
| Walmart - Merritt Blvd, NY | 26 W Merritt Blvd | Fishkill | NY | 12524 | (203) 745-6326 | Fishkill R&L, Inc. |
| Whitestone Express Plaza - NY | 30-11 Stratton Street | Flushing | NY | 11354 | (718) 886-2122 | Fei (Eddy) Chan |
| Fort Drum | Attn Jay Vitug10730A Enduring Freedom Dr Bldg P | Fort Drum | NY | 13606 | (315) 773-2123 | Army Air Force Exchange Service |
| Roosevelt Field Mall | 630 Old Country Road | Garden City | NY | 11530 | (516) 747-2068 | H & H Roosevelt Food LLC |
| Fulton Ave | 362 Fulton Ave | Hempstead | NY | 11550 | (845) 395-3335 | Jerry Li |
| Broadway Mall - NY | 358 N. Broadway | Hicksville | NY | 11801 | (347) 262-7367 | Mukul Deb |
| Smith Haven Mall | 313 Smith Haven Mall | Lake Grove | NY | 11755 | (518) 961-1133 | Chanel Li |
| Galleria at Crystal Run - NY | 1 Galleria Drive | Middletown | NY | 10941 | (845) 695-1009 | Pragneshkumar Patel |
| Walmart – Newburgh | 1201 NY-300 | Newburgh | NY | 12550 | (845) 522-4843 | Fishkill R&L, Inc |
| Fashion Outlets of Niagara Falls | 1900 Military Road | Niagara Falls | NY | 14304 | (716) 298-5005 | Chimin (Paul) An |
| Poughkeepsie Galleria- NY | 2001 South Rd | Poughkeepsie | NY | 12601 | (518) 362-2388 | Chan Lee |
| Riverhead Outlet II Tanger - NY | 1316 Tanger Mall Drive | Riverhead | NY | 11901 | (631) 667-0905 | H&H Group Investment, LLC |
| Staten Island Mall - NY | 2655 Richmond Ave. | Staten Island | NY | 10314 | (718) 698-8866 | Charleys Staten Island LLC |
| Destiny USA Mall | 9090 Destiny Way | Syracuse | NY | 13204 | (315) 426-7958 | Ting Qiu |
| Green Acres Mall | 2044 Green Acres Mall # 220 | Valley Stream | NY | 11581 | (516) 825-3130 | Good 4 Us, LLC |
| Palisades Center | 3580 Palisades Center Dr | West Nyack | NY | 10994 | (845) 348-1501 | ZYC LLC |
| Galleria at White Plains | 100 Main St Spc 257 | White Plains | NY | 10601 | (914) 948-3228 | Sang Lee |
| Brookpark Rd - OH | 13895 Brookpark Rd | Brook Park | OH | 44142 | (440)-646-2565 | Nilkanth Enterprises, Inc. |
| North Canton Plaza | 1420 North Main St | Canton | OH | 44720 | (234) 401-9011 | Mother of Light Co |
| Colerain Commons | 9430 Colerain Ave | Cincinnati | OH | 45251 | (513) 914-5030 | TJ Dining Corp |
| Kenwood Town Center | 7875 Montgomery Road | Cincinnati | OH | 45236 | (513) 792-9888 | Young Kim |
| Lee & Glendale | 3870 Lee Rd | Cleveland | OH | 44128 | (216) 417-5123 | Saweres Enterprise Inc |
| Graceland Shopping Center | 5033 N. High Street | Columbus | OH | 43214 | (614) 595-1752 | CNQ, Inc. |
| North High St. | 1980 N. High St. | Columbus | OH | 43201 | (614) 824-2535 | CNQ, Inc. |
| Port Columbus International Airport | 4600 International Gtwy Spc 245 | Columbus | OH | 43219 | (614) 238-6615 | Dal Ho Lee |

| Center | Address | City | State | ZIP | Phone | Owner Name |
|-----------------------------|---|----------------------|-------|------------|----------------|---------------------------------|
| East Broad Street | 6975 E. Broad St. | Columbus | OH | 43213 | (614) 715-0559 | Legacy Restaurants LLC |
| Morse Rd Retail | 1855 Morse Rd | Columbus | OH | 43229 | (614) 502-0056 | Yassini Subs LLC |
| Columbus Convention Center | 400 N High St, #162 | Columbus | OH | 43215-2076 | (614) 344-6772 | Young Charley LLC |
| Elyria IV Shopping Center | 620 Chestnut Commons Dr | Elyria | OH | 44035 | (440) 366-0404 | Saweres Group Corp. |
| Westgate Shopping Ctr | 3520 Westgate Mall | Fairview Park | OH | 44126 | (440) 857-0179 | George Shenouda |
| Lakewood City Center - OH | 14833 Detroit Ave | Lakewood | OH | 44107 | (440) 857-0618 | George Shenouda |
| Liberty Center | 7100 Foundry Row | Liberty Township | OH | 45069 | (513) 755-1626 | CNQ, Inc. |
| Marion Mt Gilead Rd | 1559 Marion Mt Gilead Rd | Marion | OH | 43302 | (740) 692-9563 | Mother of Savior Co |
| Pearl Rd | 6869 Pearl Rd Unit B | Middleburg Heights | OH | 44130 | (440) 340-4752 | George Shenouda |
| Cincinnati Premium Outlets | 400 Premium Outlets Drive | Monroe | OH | 45050 | (513) 433-8020 | CNQ, Inc. |
| Eastwood Mall | 5555 Youngstown Warren Road | Niles | OH | 44446 | (330) 505-9722 | Ewida Enterprises, Inc. |
| The Strip - OH | 6787 Strip Ave NW | North Canton | OH | 44720 | (330) 768-7155 | Saweres Group Corp. |
| Great Northern Mall - OH | 140 Great Northern Mall | North Olmstead | OH | 44070-3301 | (833) 230-2930 | Janete Saad |
| W 4th St - OH | 2120 W 4th St | Ontario | OH | 44906 | (419) 775-4588 | Guru Aagna, Inc. |
| Ridge Rd - OH | 6780 Ridge Rd | Parma | OH | 44129 | (440) 613-5032 | George Shenouda |
| Broadview Rd | 7475 Broadview Rd | Seven Hills | OH | 44131 | (216) 232-1063 | George Shenouda |
| Wright-Patterson AFB | Charley's Steakery Bldg 1250 Area A Kitty Hawk | Wright Patterson AFB | OH | 45433 | (937) 879-4317 | Army Air Force Exchange Service |
| Southern Park Mall | 7401 Market St # 367 | Youngstown | OH | 44512 | (330) 629-7090 | Amale Abi Salloum |
| Fort Sill | Bldg 1718 Gruber Rd | Fort Sill | OK | 73503 | (580) 250-1759 | Army Air Force Exchange Service |
| Central Mall - OK | 4 Central Mall | Lawton | OK | 73501 | (580) 250-4008 | Hossein Moini |
| Penn Square Mall | 1901 NW Expressway Ste 2037 | Oklahoma City | OK | 73118-9232 | (405) 810-9906 | Mirero Penn, Inc. |
| Walmart – Belle Isle Blvd | 1801 Belle Isle Blvd | Oklahoma City | OK | 73118 | (405) 810-9906 | Mirero Wal Penn, Inc |
| Quail Springs Mall | 2501 W Memorial Rd Ste 9 | Oklahoma City | OK | 73134-8025 | (405) 748-7276 | Moon Park |
| Tinker AFB | Tinker AFB Main Food Court 3360 N Avenue Bldg # 685 | Tinker AFB | OK | 73145 | (405) 610-1001 | Army Air Force Exchange Service |
| Woodland Hills | 7021 S Memorial Dr Ste 262 | Tulsa | OK | 74133-2068 | (918) 254-0510 | Moon Park |
| Clackamas Town Center | 12000 SE 82nd Ave | Portland | OR | 97086 | (503) 653-1102 | David Tan |
| Washington Square Mall - OR | 9585 S.W. Washington Square | Portland | OR | 97223 | (510) 676-2187 | SRT Investment Charleys LLC |
| Salem Center | 401 Center St NE | Salem | OR | 97301 | (503) 581-6430 | Tree Best REforesters, Inc. |

| Center | Address | City | State | ZIP | Phone | Owner Name |
|------------------------------|--|------------------------|--------------|------------|----------------|------------------------------------|
| Logan Valley Mall | 5580 Good Ln | Altoona | PA | 16602 | (814) 946-0300 | Begory Food Services LLC |
| Walmart - Butler Commons, PA | 400 Butler Commons | Butler | PA | 16001 | (724) 256-9944 | Radhe Investments LLC |
| Capital City Mall | 3506 Capital City Mall Dr. | Camp Hill | PA | 17011 | (717) 761-1370 | Begory Food Services LLC |
| Millcreek Mall | 5800 Peach Street | Erie | PA | 16565 | (814) 864-0604 | Ewida Enterprises, Inc. |
| Exton Square Mall | 262 Exton Square Pkwy Spc 2515 | Exton | PA | 19341 | (610) 524-3132 | Jai Kapur |
| Park City Center | 1217 Park City Center L 217 | Lancaster | PA | 17601 | (717) 390-1043 | Jae Cho |
| Oxford Valley Mall | 2300 E. Lincoln Highway, Space FO22 | Langhorne | PA | 19047 | (908) 422-5515 | Good Pine Inc. |
| Montgomery Mall (PA) | 308 Montgomery Mall | North Wales | PA | 19454 | (267) 613-4642 | Sung K. Woo |
| Philadelphia Mills | 1455 Franklin Mills Circle | Philadelphia | PA | 19154 | (267) 631-2555 | CPS of Philly, LLC |
| South Hills Village - PA | 301 South Hills Village | Pittsburgh | PA | 15241 | (412) 701-4336 | Biumy Enterprises Inc |
| Walmart - Trinity Point, PA | 30 Trinity Point Dr | Washington | PA | 15301 | (724) 228-1786 | Hrishikesh LLC |
| Willow Grove Mall | 2500 W Moreland Rd Spc 3042 | Willow Grove | PA | 19090 | (215) 657-1040 | Jae Cho |
| Puerto Rico Premium Outlet | 1 Premium Outlets Blvd., Space #FC100 | Barceloneta | PR | 00617 | (787) 970-8719 | Elbardi International PLA, LLC |
| Fort Buchanan | Buchanan Charley's Steakery 218 Brook St | Fort Buchanan Guaynabo | PR | 00934 | (787) 792-9130 | Army Air Force Exchange Service |
| Plaza Las Americas | 525 Ave Franklin Delano Roosevelt Spc 327 | San Juan | PR | 00918 | (787) 671-9532 | Elbardi International PLA, LLC |
| Providence Place | 1 Providence Pl Spc 5115 | Providence | RI | 02903 | (401) 270-6558 | Bon Koo |
| Warwick Mall | 400 Bald Hill Rd Ste F-2 | Warwick | RI | 02886 | (401) 921-5550 | Bon Koo |
| Citadel Mall | 2070 Sam Rittenberg Blvd Unit FC1 | Charleston | SC | 29407-4642 | (843) 573-8918 | Sanint Ceril LLC |
| Northwoods Mall (SC) | 2150 Northwoods Blvd Unit FC3 | Charleston | SC | 29406-4000 | (843) 572-1506 | Sunjung Park |
| Charleston AFB | 1990 Lawson Dr | Charleston AFB | SC | 29404 | (843) 552-9415 | Army Air Force Exchange Service |
| Columbiana Centre | 100 Columbiana Cir Spc 1274 | Columbia | SC | 29212 | (803) 732-2010 | Elba International Columbiana, LLC |
| Magnolia Mall | 2701 David McLeod Blvd | Florence | SC | 29501 | (843) 942-1818 | Elba International Magnolia LLC |
| Fort Jackson | Fort Jackson Exchange Charley's Steakery 4110 Moseby | Fort Jackson | SC | 29207 | (803) 790-1645 | Army Air Force Exchange Service |
| Haywood Mall | 700 Haywood Dr. #2111 | Greenville | SC | 29607 | (864) 286-1262 | Elbardi International Haywood, LLC |
| Myrtle Beach Tanger Outlet | 10835 Kings Rd | Myrtle Beach | SC | 29572 | (843) 449-0007 | Isabel Gonzalez |

| Center | Address | City | State | ZIP | Phone | Owner Name |
|----------------------------------|-------------------------------------|-----------------|--------------|------------|----------------|---------------------------------|
| Coastal Grand Mall | 2000 Coastal Grand Cir Ste FC-4 | Myrtle Beach | SC | 29577 | (843) 448-2096 | STH257LLC |
| Empire Mall | 4001 W 41st St. | Sioux Falls | SD | 57106-0702 | (605) 362-1312 | Judy Weiner |
| Hamilton Place Mall | 2100 Hamilton Pl Spc 309 | Chattanooga | TN | 37421 | (423) 894-0454 | Changyun Kim |
| Cool Springs Galleria | 1800 Galleria Blvd # 3070 | Franklin | TN | 37067 | (615) 778-7679 | Ninette Semaan |
| Mall at Johnson City | 2011 N Roan St Ste 35A | Johnson City | TN | 37601-3118 | (423) 283-0464 | Kenneth Tennessee LLC |
| West Market Street | 2108 W Market St Ste D | Johnson City | TN | 37604-6068 | (423) 232-5253 | Michael Oaks |
| Fort Henry Mall - TN | 2101 Fort Henry Dr # E-14 | Kingsport | TN | 37664-3659 | (423) 207-4496 | Ed Fuqua |
| Oak Court Mall | 4465 Poplar Ave # FS05 | Memphis | TN | 38117 | (901) 761-0991 | Zack Choi |
| Opry Mills Mall | 453 Opry Mills Dr Spc FC-6 | Nashville | TN | 37214-2440 | (615) 823-3199 | Ninette Semaan |
| TA Nashville | 111 N. First St. | Nashville | TN | 37213 | (615) 244-3682 | TA Operating LLC |
| Westgate Mall (TX) | 7701 Interstate 40 West | Amarillo | TX | 79121 | (806) 803-9013 | Sunidhi Enterprises, LLC |
| The Parks at Arlington | 3811 S Cooper St Spc 2144 | Arlington | TX | 76015 | (817) 465-6300 | Mirero, Inc. |
| Atasca Oaks Shopping Center - TX | 6320 FM 1960 Rd East | Atascocita | TX | 77346 | (281) 570-6616 | Luxor Ventures LLC |
| Barton Creek Square Mall | 2901 S Capital of Texas Hwy Ste VC7 | Austin | TX | 78746-8112 | (512) 514-0070 | New SK LLC |
| Walmart – Lake June Rd | 12300 Lake June Rd | Balch Springs | TX | 75180 | (682) 302-1889 | Balch Springs Philly Steaks Inc |
| Walmart – Garth Rd | 4900 Garth Rd | Baytown | TX | 77521 | (281) 839-7182 | JDDA CHR, LLC |
| Westmont Shopping Ctr | 6475 Phelan Blvd | Beaumont | TX | 77706 | (409) 347-8322 | ADX LLC |
| Parkdale Mall | 6155 Eastex Frwy. | Beaumont | TX | 77706 | (409) 223-1814 | Meiwen Wei |
| Sunrise Mall- TX | 2370 N Expressway Ste 1336 | Brownsville | TX | 78521-1200 | (956) 546-1191 | FICCO LLC |
| Canton Travel Plaza - TX | 9800 Interstate 20 | Canton | TX | 75103 | (903) 829-8100 | Zabgo Enterprises LLC |
| Outlet Shoppes at El Paso - TX | 7051 S Desert Blvd | Canutillo | TX | 79835 | (915) 243-0311 | FICCO LLC |
| Walmart – Uptown Blvd | 621 Uptown Blvd | Cedar Hill | TX | 75104 | (817) 631-0063 | Surestone Group, LLC |
| Post Oak Mall | 1500 Harvey Rd. | College Station | TX | 77840 | (979) 704-6788 | Rogridefi Management, LLC |
| Swingby Conroe | 19175 FM 1314 | Conroe | TX | 77302 | (281) 572-2567 | Friendship Business LLC |
| FM 78 Plaza - TX | 8144 FM 78 | Converse | TX | 78109 | (210) 290-9930 | Copains Restaurants, LLC |
| La Palmera Mall - TX | 5488 South Padre Island Dr. | Corpus Christi | TX | 78411 | (361) 299-0191 | Villtex, LLC |
| Saratoga Station - TX | 5625 Saratoga Blvd | Corpus Christi | TX | 78414 | (361) 299-5280 | Villtex, LLC |
| Houston Premium Outlet | 29300 Hempstead Rd Spc 992 | Cypress | TX | 77433 | (281) 256-7831 | FICCO LLC |
| Dallas Galleria | 13350 N Dallas Pkwy | Dallas | TX | 75240 | (214) 444-7053 | AJS Imports, Inc. |

| Center | Address | City | State | ZIP | Phone | Owner Name |
|----------------------------|---|------------------|--------------|------------|----------------|---------------------------------|
| Walmart - S Loop 288, TX | 1515 S Loop 288 | Denton | TX | 76205 | (940) 323-9555 | Dewany and Kim LLC |
| Dyess AFB Main Food Court | 260 Commissary Rd Bldg 7339 | Dyess AFB | TX | 79607 | (325) 698-1171 | Army Air Force Exchange Service |
| Cielo Vista Mall | 8401 Gateway Blvd. West | El Paso | TX | 79925 | (915) 887-0644 | FICCO LLC |
| Zaragoza Market Place - TX | 1830 N Zaragoza Rd | El Paso | TX | 79936 | (915) 307-3179 | Surratt, LLC |
| Fuel America - TX | 23183 IH 35 | Encinal | TX | 78019 | (661) 885-3400 | Exit 32 Retail, LLC |
| Fort Bliss | Fort Bliss Food Court Bldg # 1611 Marshall Rd. | Fort Bliss | TX | 79908 | (915) 562-3005 | Army Air Force Exchange Service |
| Fort Bliss III | 20752 Gulf Victory Way | Fort Bliss | TX | 79916 | (214) 312-6299 | Army Air Force Exchange Service |
| Fort Hood | 118 761st Tank Battalion Ave Store 310 | Fort Hood | TX | 76544 | (254) 532-1321 | Army Air Force Exchange Service |
| Fort Hood IV | Clear Creek Food Court Bldg. 4250 Clear Creek Rd. | Fort Hood | TX | 76544 | (254) 532-0052 | Army Air Force Exchange Service |
| Fort Sam Houston | Fort Sam Houston Exchange Charley's Steakery Bldg # 2420 | Fort Sam Houston | TX | 78234 | (210) 225-4694 | Army Air Force Exchange Service |
| NAS-JRB (Carswell) AFB | Charley's Grilled Subs NAS-JRB AAFES Food Court Bldg 1880 | Fort Worth | TX | 76127 | (817) 738-4916 | Army Air Force Exchange Service |
| Westside Corner - TX | 9521 White Settlement Rd | Fort Worth | TX | 76108 | (682) 708-7224 | Dewany Investment LLC |
| Hulen Mall | 4800 S Hulen St # 2095 | Fort Worth | TX | 76132 | (817) 361-0652 | Kyung Kim |
| Walmart – McCart Ave | 7451 McCart Ave | Fort Worth | TX | 76133 | (682) 224-5599 | R & D Fast Food LLC |
| Swingby Fresno | 2723 FM 521 | Fresno | TX | 77545 | (281) 710-4150 | Riyazali Momin |
| Baybrook Mall | 500 Baybrook Mall | Friendswood | TX | 77546 | (281) 984-7376 | Regency House, LLC |
| Stonebriar Centre | 2601 Preston Rd Spc 2030 | Frisco | TX | 75034 | (972) 324-3333 | Jonathan Wang |
| Walmart – 8555 Preston Rd | 8555 Preston Rd | Frisco | TX | 75034 | (972) 292-9601 | YB Frisco LLC |
| Broadway Corners - TX | 5949 Broadway Blvd | Garland | TX | 75043 | (469) 298-0881 | TE PRO36 LLC |
| Grapevine Mills Mall - TX | 3000 Grapevine Mills Pkwy Spc FC-03 | Grapevine | TX | 76051 | (972) 539-6439 | J.J.C.J LLC |
| Walmart – Yale St | 111 Yale St | Houston | TX | 77007 | (346) 438-6296 | CH Heights ALV LLC |
| South Main Street Plaza | 9540 South Main St | Houston | TX | 77025 | (346) 571-5671 | Christopher Lav |
| Memorial City Mall | 303 Memorial City Mall | Houston | TX | 77024 | (832) 649-8054 | Cumberland Group, LLC |
| Highway 6 Houston | 8491 Highway 6 | Houston | TX | 77095 | (281) 861-5006 | David Tran |
| Houston Galleria | 5015 Westheimer Rd., Space #1360 | Houston | TX | 77056 | (832) 409-6503 | Jungah Wee |
| Willowbrook Mall (TX) | 1160 Willowbrook Mall | Houston | TX | 77070 | (832) 869-4962 | KEEP FIT LLC |

| Center | Address | City | State | ZIP | Phone | Owner Name |
|--------------------------------|------------------------------------|---------------|--------------|------------|----------------|---------------------------------|
| Swingby Crosby | 14650 Crosby Freeway | Houston | TX | 77013 | (346) 312-6488 | Riyazali Momin |
| Walmart – Northwest Fwy | 13484 Northwest Fwy | Houston | TX | 77040 | (713) 485-0063 | San Karas LLC |
| Crosstimbers St | 85 E Crosstimbers St | Houston | TX | 77022 | (713) 393-7807 | Star Grafton 1 LLC |
| FM 1960 & Eldridge | 12620 FM 1960 Rd W, Suite C-4 | Houston | TX | 77065 | (346) 229-5986 | Star Grafton 13 LLC |
| Walmart – S Kirkwood Rd | 2700 S Kirkwood Rd | Houston | TX | 77077 | (281) 809-5900 | Star Grafton 3 LLC |
| Walmart – Dunvale Rd | 2727 Dunvale Rd | Houston | TX | 77063 | (713) 485-5630 | Star Grafton 4 LLC |
| Walmart – Hwy 6 South | 350 Highway 6 South | Houston | TX | 77082 | (832) 328-5119 | Star Grafton 5, LLC |
| West Road Collection | 10719 North Freeway | Houston | TX | 77037 | (832) 230-3488 | Star Grafton 7, LLC |
| Tomball & West Rd | 6405 West Rd, Suite 100 | Houston | TX | 77086 | (346) 219-2955 | Star Grafton 8 LLC |
| Walmart - FM 1960 Bypass, TX | 9451 FM 1960 Bypass | Humble | TX | 77338 | (281) 570-6616 | Star Grafton 6 LLC |
| Deerbrook Mall | 20131 Hwy 59 N | Humble | TX | 77338 | (281) 319-4493 | Young Yi Kim |
| Walmart - Precinct Line Rd, TX | 1732 Precinct Line Rd | Hurst | TX | 76054 | (817) 656-3000 | Patrick Villagran |
| Katy Mills Mall | 5000 Katy Mills | Katy | TX | 77494 | (281) 574-2627 | Roa & Grisolia Investment LLC |
| Walmart - Market Place Dr, TX | 25108 Market Place Dr | Katy | TX | 77494 | (281) 574-9454 | Roa & Grisolia Investment LLC |
| Lackland AFB | 2180 Reese St Bldg 1385 | Lackland AFB | TX | 78236 | (210) 674-6465 | Army Air Force Exchange Service |
| Brazos Mall | 100 Highway 332 W Ste FC-5 | Lake Jackson | TX | 77566 | (979) 480-0233 | FICCO LLC |
| Walmart – Lake Worth Blvd | 6360 Lake Worth Blvd | Lake Worth | TX | 76135 | (682) 224-5444 | Best Philly, Inc |
| Walmart – I-35E | 150 N Interstate35 East Service Rd | Lancaster | TX | 75146 | (469) 382-2241 | P-N LLC |
| Mall del Norte | 5300 San Dario | Laredo | TX | 78041 | (956) 857-4077 | Ernesto Elizondo |
| South Plains Mall | 6002 Slide Road | Lubbock | TX | 79414 | (806) 412-3796 | Sunidhi Enterprises, LLC |
| La Plaza Mall | 2200 S 10th St Ste VC-03 | McAllen | TX | 78503-5437 | (956) 618-2393 | FICCO LLC |
| Rio Grande Valley Outlets - TX | 5001 E Expressway 83 | Mercedes | TX | 78570 | (956) 294-1441 | FICCO LLC |
| Town East Mall | 2063 Town East Mall, Suite 3046 | Mesquite | TX | 75150 | (469) 386-8200 | Jonathan Wang |
| Mesquite Retail Plaza | 3730 E Highway 80 | Mesquite | TX | 75149 | (972) 288-7383 | Mohammad Qureshi |
| Midland Park Mall | 4511 N Midkiff Rd | Midland | TX | 79705 | (432) 689-0899 | Maw's CPS MD, LLC |
| Walmart – Hwy 6 | 5501 Hwy 6 | Missouri City | TX | 77459 | (281) 969-8923 | Surestone Group, LLC |
| Music City Mall | 4101 E 42nd St | Odessa | TX | 79762 | (432) 366-9321 | Milap Maniar |
| Walmart – Broadway St | 1710 Broadway St | Pearland | TX | 77581 | (832) 304-2670 | JDDA CHR, LLC |

| Center | Address | City | State | ZIP | Phone | Owner Name |
|-----------------------------------|---|---------------|--------------|------------|----------------|---|
| 14th Street Market - TX | 2300 14th Street | Plano | TX | 75074 | (972) 905-5423 | Jung Tae Jeon |
| Walmart – Porter | 23561 US Hwy 59 | Porter | TX | 77365 | (346) 786-2646 | SBR Group LLC |
| Randolph AFB II | Charley's Tamie Hale Manager AAFES Food Court630 3rd St Bldg 1068 | Randolph AFB | TX | 78150 | (210) 659-8729 | Army Air Force Exchange Service |
| Ingram Park | 6301 NW Loop 410 | San Antonio | TX | 78238 | (210) 598-9291 | Basildon House LLC |
| Walmart - De Zavala Rd, TX | 5555 De Zavala Rd | San Antonio | TX | 78249 | (210) 701-8930 | Copains Restaurants, LLC |
| Walmart - SE Loop 410, TX | 2100 SE Loop 410 | San Antonio | TX | 78220 | (210) 332-5962 | Copains Restaurants, LLC |
| Walmart - SE Military Dr, TX | 1200 SE Military Dr | San Antonio | TX | 78214 | (210) 368-9680 | Copains Restaurants, LLC |
| Walmart - W Military Dr, TX | 8923 W Military Dr | San Antonio | TX | 78245 | (210) 701-8750 | Copains Restaurants, LLC |
| Rolling Oaks Mall | 6909 North Loop 1604 East | San Antonio | TX | 78247 | (210) 651-0275 | FICCO LLC |
| Rivercenter Mall - TX | 849 E. Commerce, Space 147 | San Antonio | TX | 78205 | (210) 444-9446 | Highbury Group LLC |
| San Antonio Airport | 9710 Airport Blvd Terminal B Spc FC-2 | San Antonio | TX | 78216 | (210) 829-8211 | Ki Park |
| North Star Mall | 7400 San Pedro Ave # FC-8 | San Antonio | TX | 78216-8329 | (210) 339-2939 | Mirero Star, Inc. |
| Walmart - Vance Jackson Rd, TX | 1603 Vance Jackson Rd | San Antonio | TX | 78213 | (210) 475-3180 | Mirero Wal-Jackson, Inc. |
| Forum at Olympia Parkway | 8311 Agora Pkwy # 102 | Selma | TX | 78154 | (210) 290-9930 | Copains Restaurants, LLC |
| Sheppard AFB | 220 Community Center Dr Bldg 239 | Sheppard AFB | TX | 76311 | (940) 855-1927 | Army Air Force Exchange Service |
| Walmart – Louetta Central | 155 Louetta Crossing | Spring | TX | 77373 | (832) 585-1439 | Phillip Lee |
| Spring Town Center | 5921 FM 2920 Unit G | Spring | TX | 77388 | (281) 719-5136 | Wooden Nickel Philly Steaks & Wings, LLC |
| First Colony Mall | 16535 Southwest Fwy. | Sugar Land | TX | 77479 | (281) 340-1301 | Roa & Grisolia Investment LLC |
| Galveston Tanger Outlet Mall | 5885 Gulf Fwy Ste 349 | Texas City | TX | 77591-7054 | (281) 337-6180 | Vimare Inc. |
| Walmart - College Park Dr, TX | 3040 College Park Drive | The Woodlands | TX | 77384 | (281) 570-6616 | Star Grafton 2 LLC |
| Woodlands Mall | 1201 Lake Woodlands Dr Spc 2162 | The Woodlands | TX | 77380 | (281) 465-4333 | Westminster Group, LLC |
| Hill AFB | Food Court Charley's 5840 South Ave Bldg 412 | Hill AFB | UT | 84056 | (801) 825-8584 | Army Air Force Exchange Service |
| University Mall | 575 E University Pkwy Spc M203 | Orem | UT | 84097 | (801) 426-4665 | Steve Park |
| South Towne Center | 10450 S State St Ste FC9 | Sandy | UT | 84070-3145 | (801) 553-1888 | Yuan (Joy) Wu |

| Center | Address | City | State | ZIP | Phone | Owner Name |
|------------------------------|--|------------------|--------------|------------|----------------|---------------------------------|
| Valley Fair Mall - UT | 3601 South 2700 West | West Valley City | UT | 84119 | (801) 969-0155 | Yuan (Joy) Wu |
| Abingdon Plaza | 404 Cummings St. | Abingdon | VA | 24210 | (276) 525-1999 | Ed Fuqua |
| Greenbrier Mall | 1401 Greenbrier Pkwy S | Chesapeake | VA | 23320 | (757) 802-9822 | Charleys Greenbrier LLC |
| Fort Belvoir II | 8651 John J Kingman Rd | Fort Belvoir | VA | 22060 | (703) 806-5808 | Army Air Force Exchange Service |
| Fort Eustis | Bldg 1386 | Fort Eustis | VA | 23604 | (757) 887-2748 | Army Air Force Exchange Service |
| Fort Lee | Fort Lee Food Court 1605 Shop Rd | Fort Lee | VA | 23801 | (804) 862-4642 | Army Air Force Exchange Service |
| Manassas Mall | 8300 Sudley Road | Manassas | VA | 20109 | (571) 719-6836 | Fei (Eddy) Chan |
| Smyth Valley Crossing | 1149 N. Main Street | Marion | VA | 24354 | (276) 706-8888 | Ed Fuqua |
| Patrick Henry Mall | 12300 Jefferson Ave Ste 736 | Newport News | VA | 23602-0006 | (757) 249-0125 | Pope Shenouda LLC |
| MacArthur Center | 300 Monticello Ave # FC-304 | Norfolk | VA | 23510 | (757) 640-1440 | Pope Shenouda LLC |
| Norfolk Premium Outlets | Northhampton Blvd & Hampton Rds | Norfolk | VA | 23502 | (757) 337-8340 | Pope Shenouda LLC |
| Chesterfield Towne Ctr - VA | 11500 Midlothian Turnpike | Richmond | VA | 23235 | (804) 419-3575 | Honey Rain LLC |
| Broad St, Richmond - VA | 1500 W Broad St | Richmond | VA | 23220 | (804) 214-4224 | Ramy Yacoub |
| Springfield Town Center - VA | 6500 Springfield Mall | Springfield | VA | 22150 | (703) 719-0300 | Eddy Chen |
| Dulles Town Center Mall | 21100 Dulles Town Center Circle | Sterling | VA | 20166 | (703) 404-7120 | Fei Chan |
| Lynnhaven Mall | 701 Lynnhaven Pkwy #FC-10 | Virginia Beach | VA | 23452 | (757) 340-2757 | Jasmine Rain, Inc. |
| Newtown Rd - VA | 556 Newtown Rd | Virginia Beach | VA | 23462 | (757) 337-8340 | Pope Shenouda and Ava Hedra LLC |
| Apple Blossom Mall | 1850 Apple Blossom Drive | Winchester | VA | 22601 | (540) 773-4581 | Eddy Chen |
| Potomac Mills Mall | 2700 Potomac Mills Circle, Space 419 | Woodbridge | VA | 22192 | (571) 398-2777 | Jian Yun Li |
| Walmart – State Route 410 E | 19205 State Route 410 E | Bonney Lake | WA | 98391 | (253)862-1612 | Bonney Lake Ramla LLC |
| Fort Lewis | Charley's Steakery Fort Lewis WA Bldg5280 41st Division Dr | Fort Lewis | WA | 98433 | (253) 964-4430 | Army Air Force Exchange Service |
| Fort Lewis North Post | Lewis North Food Court11566 41st Division St Ms46 Bldg | Fort Lewis | WA | 98433 | (253) 964-7077 | Army Air Force Exchange Service |
| Alderwood Mall | 3000 184th St SW | Lynnwood | WA | 98037 | (425) 697-3972 | RAJEBUSA, INC |
| McChord AFB | McChord Food Court AAFES Bldg504 Barnes Blvd | McChord AFB | WA | 98438-1304 | (253) 581-5145 | Army Air Force Exchange Service |
| Walmart – Rainier Ave S | 743 Rainier Ave South | Renton | WA | 98057 | (425-228-0203 | Renton Yaffa LLC |
| Southcenter Mall | 2600 Southcenter Mall # FC9 | Tukwila | WA | 98188 | (206) 243-0466 | Sung Park |

| Center | Address | City | State | ZIP | Phone | Owner Name |
|------------------------|-------------------------------------|---------------|--------------|------------|----------------|------------------------------------|
| Fox River Mall | 4301 W Wisconsin Ave Spc 602 | Appleton | WI | 54915 | (920) 574-3097 | Bon Koo |
| Brookfield Square Mall | 95 N Moorland Rd Spc FC-2 | Brookfield | WI | 53005 | (262) 786-1455 | AGF Enterprises, Inc. |
| Oakwood Mall - WI | 4800 Golf Road | Eau Claire | WI | 54701 | (715) 836-0003 | Bon Koo |
| Bay Park Square | 205 Bay Park Sq | Green Bay | WI | 54304 | (920) 498-3069 | K. J. Schermitzler Inc. |
| Ohio Plaza | 3272 S 27th St | Milwaukee | WI | 53215 | (414) 671-6770 | MJ Food Solutions, Inc. |
| Huntington Mall | 500 Mall Rd. | Barboursville | WV | 25504 | (330) 747-2661 | Ewida Enterprises, Inc. |
| Meadowbrook Mall | 2399 Meadowbrook Mall Spc F-8007 | Bridgeport | WV | 26330 | (304) 842-6161 | Good Shepherd Food Services LLC |
| Charleston Town Center | 3000 Charleston Town Center | Charleston | WV | 25389 | (681) 265-9087 | Yousef Agaybi and Mena Marzouk |
| Morgantown Mall | 9500 Mall Rd, Space #403 | Morgantown | WV | 26501 | (304) 983-6815 | Wai Ying Wong |

**LIST OF FRANCHISEES WHO HAVE SIGNED A FRANCHISE AGREEMENT
BUT NOT YET OPENED AS OF DECEMBER 31, 2022**

| Center Name | Street Address | City | State | Zip Code | Phone | Owner Entity Name |
|----------------------------------|---------------------------|--------------|--------------|-----------------|--------------|------------------------------|
| Walmart - E Southern Ave, AZ | 6131 E Southern Ave | Mesa | AZ | 85206 | 305-406-1583 | CPSW AZ6 LLC |
| Walmart - W Peoria Ave, AZ | 7975 W Peoria Ave | Peoria | AZ | 85345 | 702-420-9486 | ABC Glory, LLC |
| Walmart - W Elliot Rd, AZ | 1380 W Elliot Rd | Tempe | AZ | 85284 | 305-406-1583 | CPSW AZ7 LLC |
| Topanga Mall | 6600 Topanga Canyon Blvd. | Canoga Park | CA | 91303 | 213-399-9397 | Steak Girl Pizza Boys Inc |
| Walmart - Broadway, CA | 1150 Broadway | Chula Vista | CA | 91911 | 213-399-9397 | Mike Peltekci Holdings |
| Walmart - Foothill Blvd, CA | 17251 FOOTHILL BLVD | Fontana | CA | 92335 | 951-236-3141 | Mohammad Shaath |
| Walmart - Carson St, CA | 2770 Carson St | Lakewood | CA | 90712 | 213-324-0694 | MJ&J Steaks Inc. |
| Walmart - E Avenue J, CA | 1731 E Avenue J | Lancaster | CA | 93535 | 951-236-3141 | Mohammad Shaath |
| Walmart - Valley Central Way, CA | 44665 Valley Central Way | Lancaster | CA | 93536 | 951-236-3141 | Mohammad Shaath |
| Channel Pointe Plaza - CA | 2721 S Rose Ave, #A101 | Oxnard | CA | 93033 | 818-400-7199 | Mashita Foods 2 LLC |
| Walmart - 10th St W, CA | 40130 10th St W | Palmdale | CA | 93551 | 951-236-3141 | Mohammad Shaath |
| Walmart - 47th St E, CA | 37140 47th St E | Palmdale | CA | 93552 | 951-236-3141 | Mohammad Shaath |
| Walmart - Lakewood Blvd, CA | 14501 Lakewood Blvd | Paramount | CA | 90723 | 213-324-0694 | MJ&J Steaks Inc. |
| Walmart - Rosewood Dr, CA | 4501 ROSEWOOD DR | Pleasanton | CA | 94588 | 408-476-6668 | GPC Fast Food LLC |
| Walmart - Rinaldi St, CA | 19821 Rinaldi St | Porter Ranch | CA | 91326 | 213-324-0694 | MJ&J Steaks Inc. |
| W Foothill Blvd - CA | 1110 W Foothill Blvd | Rialto | CA | 92376 | 951-236-3141 | Charleys Rialto Foothil, Inc |
| Fashion Square Mall - CA | 14006 Riverside Dr # FC8 | Sherman Oaks | CA | 91423 | 213-399-9397 | Steak Girl Pizza Boys Inc |
| Walmart - E Hammer Ln, CA | 3223 E Hammer Ln | Stockton | CA | 95212 | 614-923-4700 | Modesto Ventures, LLC |
| TBD - Mike Chung #2 | TBD | TBD | CA | 43235 | 818-400-7199 | Mike Chung |
| TBD - Salih Inci, CA | TBD | TBD | CA | 43235 | 415-240-7443 | Salih Inci |
| TBD - Tamer Thabet & Nader Abdou | TBD | TBD | CA | 43235 | 562-760-3789 | Tamer Thabet & Nader Abdou |
| Walmart - W Grant Line, CA | 3010 W Grantline Rd | Tracy | CA | 95304 | 925-831-2464 | CLRRIK Corp. |

| Center Name | Street Address | City | State | Zip Code | Phone | Owner Entity Name |
|--|-----------------------------|--------------------|-------|----------|--------------|-----------------------------------|
| Walmart - Amargosa Rd, CA | 11896 Amargosa Rd | Victorville | CA | 92392 | 951-236-3141 | Mohammad Shaath |
| Castle Rock Outlets - CO | 5050 Factory Shops Blvd | Castle Rock | CO | 80108 | 949-887-4055 | Steve Craig |
| Lamar Travel Center - CO | 708 N Main St | Lamar | CO | 81052 | 702-845-6951 | LVP Food Service concept LLC |
| Marathon at Woolbright - FL | 1610 South Congress Ave | Boynton Beach | FL | 33426 | 561-543-2388 | Soledad investments II, inc. |
| Walmart - Cortez Rd W, FL | 5315 Cortez Rd W | Bradenton | FL | 34210 | 201-289-2244 | BIGHOURSE4545 LLC |
| Walmart - 53rd Ave East, FL | 2911 53RD AVE E | Bradenton | FL | 34203 | 201-289-2244 | Black Horse 4545 LLC |
| Casselberry - FL | 386 FL-436 | Casselberry | FL | 32707 | 201-668-6672 | Pope Shenouda, LLC |
| W Oakland Park Blvd - FL | 119 W Oakland Park Blvd | Ft Lauderdale | FL | 33311 | 954-665-1830 | Vulcain Eleven II Inc. |
| Walmart - NW 177th St, FL | 5851 NW 177th St | Hialeah | FL | 33015 | 954-665-1830 | Vulcain Eight, Inc. |
| Walmart - Beach Blvd, FL | 13490 BEACH BLVD | Jacksonville Beach | FL | 32224 | 904-629-4273 | Roderick Hicks |
| Walmart - 17030 US Highway 441 | 17030 US Highway 441 | Mount Dora | FL | 32757 | 951-380-4233 | Starphilly LLC |
| Walmart - Mall at 163rd St, FL | 1425 NE 163rd St | North Miami Beach | FL | 33162 | 954-665-1830 | Vulcain Ten, Inc. |
| Walmart - SW 184th Ave, FL | 151 SW 184th Ave | Pembroke Pines | FL | 33029 | 954-665-1830 | Vulcain Twelve Inc. |
| Park Plaza - FL | 1146 N Federal Highway | Pompano Beach | FL | 33062 | 313-510-2129 | Cedar of Palm Beach Inc. |
| Mariner Blvd - FL | 4200 Mariner Blvd | Spring Hill | FL | 34609 | 727-421-8245 | Adel Salaheldin |
| Walmart - US HWY 1 South, FL | 2355 US HIGHWAY 1 S | St Augustine | FL | 32086 | 909-446-6565 | Karasco Restaurant Company LLC |
| Bayport Commons - FL | 11717 West Hillsborough Ave | Tampa | FL | 33635 | 626-324-3959 | STG FOR RESTAURANT MANAGEMENT LLC |
| TBD - Besam Azouz #2 | TBD | TBD | FL | 43235 | 440-390-1267 | Besam Azouz |
| TBD - Caixia & Shijian Zheng #2 | TBD | TBD | FL | 43215 | 980-253-3275 | Caixia Zheng & Shijian Zheng |
| TBD - Moubarak Group - Elias & Joseph #2 | TBD | TBD | FL | 43235 | 313-510-2129 | Cedar of Palm Beach Inc. |
| TBD #1 - Jeremy Dover & Victor Demsmin | TBD | TBD | FL | 43235 | 954-214-9156 | D and D Invest CPS, LLC |
| TBD #2 - Jeremy Dover & Victor Demesmin | TBD | TBD | FL | 43235 | 954-214-9156 | D and D Invest CPS, LLC |
| TBD #3 - Jeremy Dover & Victor Demesmin | TBD | TBD | FL | 43235 | 954-214-9156 | D and D Invest CPS, LLC |
| TBD - Jonnu Smith # 3 | TBD | TBD | FL | 43235 | 3522079983 | Jonnu Smith |

| Center Name | Street Address | City | State | Zip Code | Phone | Owner Entity Name |
|--|------------------------------|----------------|-------|----------|--------------|--------------------------------|
| TBD - Mazine Ismaili | TBd | TBD | FL | 43220 | 407-480-9894 | Mazine Ismaili |
| TBD - Monir Mikhaiel | TBD | TBD | FL | 43235 | 216-820-3996 | Monir Mikhaiel |
| TBD - Michael Rofaiel | TBD | TBD | FL | 43235 | 951-380-4233 | Starphilly, LLC |
| TBD - Willie Micco # 3 | TBD | TBD | FL | 43225 | 213-399-9397 | William Micco |
| TBD - Gabriel J Hillard Jr | 2500 Farmers Dr, Suite 140 | Columbus | GA | 43235 | 706-405-0531 | Hillard Dining LLC |
| Arbor Place | 6700 Douglas Blvd #FC4 | Douglasville | GA | 30135 | 225-315-9037 | Su Ouyang |
| Walmart - Atlanta Hwy, GA | 4221 Atlanta Hwy | Loganville | GA | 30052 | 404-819-2223 | My Foods Loganville LLC |
| Walmart - Mundy Mill Rd, GA | 3875 Mundy Hill Rd | Oakwood | GA | 30566 | 813-400-8356 | KMG Group LLC |
| Walmart - Hudson Bridge Rd, GA | 1400 Hudson Bridge Road | Stockbridge | GA | 30281 | 716-275-3585 | Jingyan Shen |
| Walmart - Bells Ferry Road, GA | 6435 Bells Ferry Road | Woodstock | GA | 30189 | 813-400-8356 | KMG Group LLC |
| Boughton Plaza - IL | 1239 W Boughton Road | Bolingbrook | IL | 60440 | 708-953-9418 | Bolingbrook CH Inc. |
| Broadview Village Square - IL | 122 Broadview Village Square | Broadview | IL | 60155 | 773-727-6607 | Steak House of Norridge LLC |
| Darien Pointe Plaza - IL | 7517 S Cass Ave | Darien | IL | 60561 | 708-953-9418 | Darien CH Inc |
| 95th Evergreen Park - IL | 2620 W 95th St | Evergreen Park | IL | 60805 | 708-953-9418 | Pankaj Soni |
| Joliet West Marketplace - IL | 111 N Larkin Ave, Unit B | Joliet | IL | 60435 | 815-519-0650 | Omar Ali & Ahmad Ahmad |
| Walmart - W Golf Rd, IL | 8500 W Golf Rd | Niles | IL | 60714 | 773-727-6607 | Manav Sandwich LLC |
| Sauk Trail - IL | 3927 Sauk Trail | Richton Park | IL | 60471 | 708-205-0811 | Shailesh Shah |
| TBD - Insook Hong | TBD | TBD | IL | 43220 | 630-362-0006 | Insook Hong |
| TBD - Samer Khatib #2 | TBD | TBD | IL | 43235 | 708-717-5746 | Samer Khatib |
| TBD - Sumaya Farhoud | TBD | TBD | IL | 43235 | 708-289-7008 | Sumaya Farhoud |
| BP W North Ave - IL | 151 W North Ave | Villa Park | IL | 60181 | 931-933-3295 | RISHITA SANDWICH INC. |
| Walmart - US Highway 6, IN | 6087 US HIGHWAY 6 | Portage | IN | 46368 | 708-953-9418 | Portage CH Inc |
| Preston Highway Louisville - KY | 3408 Preston Highway | Louisville | KY | 40213 | 440-840-2616 | Tia Agia Maria LLC |
| TBD - Parminder Manak and Corey Johnson #2 | TBD | TBD | KY | 43235 | 859-644-2558 | Food Solutions Management, LLC |
| TBD - Parminder Manak and Corey Johnson #3 | TBD | TBD | KY | 43235 | 859-644-2558 | Food Solutions Management, LLC |

| Center Name | Street Address | City | State | Zip Code | Phone | Owner Entity Name |
|--|--------------------------|---------------|-------|----------|--------------|-------------------------------|
| Walmart - N Ridge Rd, MD | 3200 N. Ridge Rd | Ellicott City | MD | 21043 | 240-417-7454 | New Northeast CP, LLC |
| Urbana Pike - MD | 5703 Urbana Pike | Frederick | MD | 21704 | 213-399-9397 | H & H Group Investment, LLC |
| Century Station - MD | 19877 Century Blvd | Germantown | MD | 20874 | 213-399-9397 | Fei (Eddy) Chan |
| Walmart - Petrie Way Rd, MD | 6420 Petrie Way Rd, MD | Rosedale | MD | 21237 | 213-399-9397 | Syed Abid Iqbal |
| Aspen Hill Shop Ctr - MD | 13617 Connecticut Ave | Silver Spring | MD | 20906 | 301-880-1271 | Jian Yun Li |
| TBD - Dipesh Mudbhari | TBD | TBD | MD | 43235 | 240-620-1294 | Deep Enterprises LLC |
| TBD - Shen Lin | TBD | TBD | MD | 43235 | 410-761-3200 | Shen Lin |
| TBD - Justin Moffitt & Anthony Wilson #2 | TBD | TBD | MD | 43235 | 443-604-7656 | Westminster Philly Steaks LLC |
| TBD - Justin Moffitt & Anthony Wilson #3 | TBD | TBD | MD | 43235 | 443-604-7656 | Westminster Philly Steaks LLC |
| TBD - Zhang Guo | TBD | TBD | MD | 43235 | 917-353-9766 | Zhang Guo |
| Walmart - 280 Woodward Rd | 280 Woodward Rd | Westminster | MD | 21157 | 443-604-7656 | Westminster Philly Steaks LLC |
| S MLK Jr Blvd - MI | 3621 S MLK Jr Blvd | Lansing | MI | 48910 | 810-447-5643 | VH Enterprises Inc. |
| TBD - Kosta Popoff & Jason Hester #2 | TBD | TBD | MI | 43235 | 810-240-4947 | Kosta Popoff and Jason Hester |
| TBD - Kosta Popoff & Jason Hester #3 | TBD | TBD | MI | 43235 | 810-240-4947 | Kosta Popoff and Jason Hester |
| TBD - Tommie Reno, MN | 2500 Farmers Dr | Columbus | MN | 43235 | 952-201-3511 | Tommie Reno |
| Walmart - N Tryon St, NC | 7735 N Tryon St | Charlotte | NC | 28262 | 917-576-6081 | Parminder Singh |
| Walmart - N Marine Blvd | 2025 N Marine Blvd | Jacksonville | NC | 28546 | 917-576-6081 | Parminder Singh |
| Walmart - W Roosevelt Blvd, NC | 2406 W Roosevelt Blvd | Monroe | NC | 28110 | 213-399-9397 | CPSW NC1 LLC |
| Walmart - Parkway Village Ct, NC | 3475 Parkway Village Ct | Winston Salem | NC | 27127 | 917-576-6081 | Parminder Singh |
| Clifton Ave - NJ | 314 Clifton Ave | Clifton | NJ | 7011 | 732-261-8004 | Cheesesteak Kings LLC |
| Bergen Town Center - NJ | 825 Bergen Town Center | Paramus | NJ | 7652 | 845-536-7822 | Chun Hai Chen |
| Walmart - Mark St, NV | 540 Mark St | Henderson | NV | 89014 | 213-399-9397 | Steak Girl Pizza Boys Inc |
| Russel Rd - NV | Russel Rd & Decatur Blvd | Las Vegas | NV | 89118 | 213-399-9397 | LVP Food Service concept LLC |
| Rainbow Blvd - NV | Rainbow Blvd & Oquendo | Las Vegas | NV | 89118 | 213-399-9397 | LVP Food Service concept LLC |

| Center Name | Street Address | City | State | Zip Code | Phone | Owner Entity Name |
|--|------------------------------------|-------------|--------------|-----------------|--------------|------------------------------|
| South Las Vegas Blvd - NV | 11977 S Las Vegas Blvd | Las Vegas | NV | 89183 | 702-845-6951 | LVP Food Service concept LLC |
| Walmart - W Tropical Pkwy, NV | 8060 W Tropical Pkwy | Las Vegas | NV | 89149 | 213-399-9397 | Steak Girl Pizza Boys Inc |
| Walmart - S Fort Apache Rd, NV | 5200 S Fort Apache Rd | Las Vegas | NV | 89148 | 213-399-9397 | Steak Girl Pizza Boys Inc |
| Walmart - W Charleston Blvd, NV | 4505 W Charleston Blvd | Las Vegas | NV | 89102 | 213-399-9397 | Steak Girl Pizza Boys Inc |
| Walmart - W Craig Rd, NV | 1807 W Craig Rd | Las Vegas | NV | 89032 | 213-399-9397 | Steak Girl Pizza Boys Inc |
| Walmart - S Eastern Ave, NV | 6005 S Eastern Ave | Las Vegas | NV | 89119 | 213-399-9397 | Steak Girl Pizza Boys Inc |
| Walmart - S Rainbow Blvd, NV | 3615 S Rainbow Blvd | Las Vegas | NV | 89103 | 213-399-9397 | Steak Girl Pizza Boys Inc |
| TBD - Aaron Chen, NY | TBD | TBD | NY | 43235 | 917-774-1191 | Aaron Chen |
| TBD - Joseph Crisanti | TBD | TBD | NY | 43235 | 347-993-0080 | Joseph Crisanti |
| Walmart - Cunningham Rd, OH | 2801 CUNNINGHAM RD | Cincinnati | OH | 45241 | 813-400-8356 | Kang's Mix & Grill, LLC |
| TBD - Jose Lugo | TBD | TBD | OH | 43235 | 385-231-8644 | Jose Lugo |
| Walmart - W Owen K Garriott | 5505 W Owen K Garriott | Enid | OK | 73703 | 580-695-3210 | 5th Duel LLC |
| Walmart - Town Centre Dr, Johnstown - PA | 150 Town Centre Dr | Johnstown | PA | 15904 | 732-372-1440 | Hemal Desai |
| TBD - Malak Goda | TBD | TBD | PA | 43220 | 717-3435236 | Malak Goda |
| Walmart - Centre Of New England Blvd, RI | 650 CENTRE OF NEW ENGLAND BLVD | Coventry | RI | 2816 | 917-576-6081 | Parminder Singh |
| Spring Park at Baytown - TX | 8206 Garth Rd | Baytown | TX | 77521 | 281-746-5090 | Shantaher Food Inc. |
| Walmart - Interstate 35 N, TX | 1521 Interstate 35 N | Bellmead | TX | 76705 | 214-642-1193 | MAJAS, INC. |
| Walmart - Cibolo Valley Dr, TX | 602 Cibolo Valley Dr | Cibolo | TX | 78108 | 832-489-4787 | JDDA CHR, LLC |
| Corrigan Truck Stop - TX | 619 N Home St | Corrigan | TX | 75939 | 936-718-7755 | UDAY Stores, Inc. |
| Fry Tuckerton Rd - TX | SE Corner of Fry Rd & Tuckerton Rd | Cypress | TX | 77433 | 910-728-6765 | Joseph Zaki |
| Cypress Junction - TX | 20521 FM 529, Suite 100 | Cypress | TX | 77433 | 213-399-9397 | Philip Lee |
| Walmart - Dodson Ave, TX | 2410 Dodson Ave | Del Rio | TX | 78840 | 213-399-9397 | Copains Restaurants, LLC |
| Walmart - S Bibb Ave, TX | 496 S Bibb Ave | Eagle Pass | TX | 78852 | 213-399-9397 | Copains Restaurants, LLC |
| Eastlake Commons - TX | Eastlake Blvd & Rojas | El Paso | TX | 79928 | 915-867-1513 | Ismael Villalobos |

| Center Name | Street Address | City | State | Zip Code | Phone | Owner Entity Name |
|------------------------------------|---------------------------|------------------|--------------|-----------------|--------------|------------------------------|
| Walmart - Anderson Blvd, TX | 8401 Anderson Blvd | Fort Worth | TX | 76120 | 213-399-9397 | JDDA CHR, LLC |
| Walmart - 1035 Hickory Creek Blvd | 1035 Hickory Creek Blvd | Hickory Creek | TX | 75065 | 8328588176 | YB HICKORY LLC |
| Walmart - Justin Rd, TX | 3060 JUSTIN RD | Highland Village | TX | 75077 | 213-399-9397 | YB HIGHLAND LLC |
| Walmart - Horizon Blvd, TX | 13900 Horizon Blvd | Horizon City | TX | 79928 | 213-399-9397 | FICCO, LLC |
| Swingby Wallisville Rd - TX | 13802 Wallisville Rd | Houston | TX | 77049 | 832-287-1958 | *Riyazali Momin Holdings |
| Market Square at Eldridge - TX | 2552 Eldridge Pkwy | Houston | TX | 77082 | 713-398-4074 | Star Grafton 10, LLC |
| Grand Morton Town Ctr - TX | 22811 Morton Ranch Rd | Katy | TX | 77449 | 281-300-1790 | Phana and Theara Hok |
| Mansfield Town Center - TX | 1971 U.S. 287 Frontage Rd | Mansfield | TX | 76063 | 469-363-7770 | Avash Inc. |
| Walmart - McKinney Ranch Pkwy, TX | 5001 McKinney Ranch Pkwy | McKinney | TX | 75070 | 213-399-9397 | JDDA CHR, LLC |
| Broadmor Plaza - TX | 714 N Galloway Ave | Mesquite | TX | 75149 | 214-682-2328 | Pacific Steaks Mesquite Inc. |
| Walmart - Ne Loop 820, TX | 6401 NE LOOP 820 | N Richland Hills | TX | 76180 | 254-716-3032 | Bethy Haklar |
| Chubby's Travel Center - TX | IH 35@Walton St (Hwy 471) | Natalia | TX | 78059 | 405-812-5742 | Sarvoday Investments, LLC |
| Walmart - N Twin City Hwy, TX | 4999 N Twin City Hwy | Port Arthur | TX | 77642 | 281-300-1790 | Twin City Cheesesteaks, Inc. |
| The Crossing at Katy Fulshear - TX | 26750 Farm to Market 1093 | Richmond | TX | 77406 | 832-466-8282 | Abosede Afolabi |
| Walmart - Leslie Rd, TX | 6703 Leslie Rd | San Antonio | TX | 78254 | 213-399-9397 | Copains Restaurants, LLC |
| Walmart - 6102 FM 3009 | 6102 FM 3009 | Schertz | TX | 78154 | 713-443-5339 | JDDA CHR, LLC |
| Springtown C&G - TX | 936 West Highway 199 | Springtown | TX | 76082 | 214-374-9833 | JMASS REALTY LLC |
| TBD - Alim Maredia | TBD | TBD | TX | 43235 | 512-577-7905 | Amin Maredia |
| TBD - Omar Sebita #5 | TBD | TBD | TX | 43235 | 469-363-7770 | Avash Inc. |
| TBD - Dana & Richard Bidy | TBD | TBD | TX | 43220 | 281-910-7261 | Biddy Restaurant Group Inc. |
| TBD - Hetalkumar Patel #1 | TBD | TBD | TX | 43220 | 512-803-9352 | Chewy Go Food, LLC |
| TBD - Hetalkumar Patel #3 | TBD | TBD | TX | 43220 | 512-803-9352 | Chewy Go Food, LLC |
| TBD - Hetalkumar Patel #2 | TBD | TBD | TX | 43220 | 512-803-9352 | Chewy Go Food, LLC |
| TBD - Mohammad Haifa # 3 | TBD | TBD | TX | 43235 | 213-399-9397 | Copains Restaurants, LLC |

| Center Name | Street Address | City | State | Zip Code | Phone | Owner Entity Name |
|--|------------------------|-------------|--------------|-----------------|--------------|--|
| TBD - Mohammad Haifa # 4 | TBD | TBD | TX | 43235 | 213-399-9397 | Copains Restaurants, LLC |
| TBD - Mey Ly | TBD | TBD | TX | 43235 | 254-451-9087 | Mey Ly |
| TBD - Mohammad Khalil #2, FA 4.27.21 | TBD | TBD | TX | 43235 | 2813003601 | Mohammad Khalil |
| TBD - Phana & Theara Hok # 6 | TBD | TBD | TX | 43235 | 281-300-1790 | Phana and Theara Hok |
| TBD - AhnDung Tran #2 | TBD | TBD | TX | 43235 | 713-505-5771 | Pressure Equal Motivation LLC |
| TBD - Sodany Tep # 2 | TBD | TBD | TX | 43235 | 832-904-7425 | Sodany Tep |
| TBD - Richard & Sophol Ear | TBD | TBD | TX | 43235 | 512-887-0689 | Sorica LLC |
| TBD - Walid Radwan | TBD | TBD | TX | 43235 | 713-992-3371 | Walid Radwan - TBD |
| Walmart - W Moore Ave, TX | 1900 W MOORE AVE | Terrell | TX | 75160 | 817-915-1162 | Sundry Rama and Mony Chheng |
| Walmart - E Main St, TX | 3100 E Main St | Uvalde | TX | 78801 | 213-399-9397 | Copains Restaurants, LLC |
| Willis Shopping Center - TX | 12332 Interstate 45 N | Willis | TX | 77318 | 936-499-7592 | Pamela Taing |
| Walmart - Kingstowne Town Ctr, VA | 5885 Kingstowne Blvd | Alexandria | VA | 22315 | 301-928-5055 | Duarte7 LLC |
| Kings Crossing Shopping Ctr - VA | 6307 - F Richmond Hwy | Alexandria | VA | 22303 | 213-399-9397 | Huan Sun |
| Crossroads Village Ctr - VA | 15150 Washington Steet | Haymarket | VA | 20169 | 571-598-5117 | Rubendran Pillay |
| Sudley Rd - VA | 7913 Sudley Rd | Manassas | VA | 20109 | 301-880-1271 | Jian Yun Li |
| TBD - Loai Owies | TBD | TBD | VA | 43235 | 443-735-1220 | Loai Owies |
| TBD - Ramy Abdullah #3 | TBD | TBD | VA | 43235 | 804-714-8204 | Ramy Abdullah |
| TBD - Amir Khalafalla & Magdi Khalafalla | TBD | TBD | VA | 43235 | 804-536-7373 | TBD - Amir Khalafalla & Magdi Khalafalla |
| Walmart - 164Th St SW, WA | 1400 164TH ST SW | Lynnwood | WA | 98087 | 425-499-1389 | Qingping Zhao |
| Walmart - Quilceda Blvd, WA | 8924 QUILCEDA BLVD | Tulalip | WA | 98271 | 425-499-1389 | Qingping Zhao |

EXHIBIT E
LIST OF COMPANY-OWNED RESTAURANTS

**LIST OF COMPANY-OWNED RESTAURANTS
AS OF DECEMBER 31, 2022**

| CENTER NAME | ADDRESS | CITY | STATE | ZIP | PHONE | OWNERS |
|------------------------------|--------------------------------|------------------|--------------|------------|----------------|-----------------------|
| Solano Mall | 1350 Travis Blvd Spc FC-1 | Fairfield | CA | 94533 | (707) 399-2033 | Modesto Ventures, LLC |
| Glendale Galleria | 100 W Broadway Spc FC-05 | Glendale | CA | 91210 | (818) 291-9508 | CPS 753, LLC |
| Vintage Faire Mall | 3401 Dale Rd # 455 | Modesto | CA | 95356 | (209) 238-3322 | Modesto Ventures, LLC |
| Newpark Mall | 2086 Newpark Mall Spc 2082 | Newark | CA | 94560 | (510) 494-8822 | Modesto Ventures, LLC |
| Ontario Mills | One Mills Cir Ste FC07 | Ontario | CA | 91764 | (909) 484-9700 | CGS Ontario, LLC |
| Walmart – Rocklin Shop Ctr | 5454 Crossings Dr | Rocklin | CA | 95677 | (408) 2078154 | Modesto Ventures, LLC |
| Galleria at Roseville | 1151 Galleria Rd Spc FC-9 | Roseville | CA | 95678 | (916) 786-3535 | Modesto Ventures, LLC |
| Arden Fair | 1689 Arden Way, #2026 | Sacramento | CA | 95815 | (916) 567-9816 | Modesto Ventures, LLC |
| Northridge Mall | 796 Northridge Mall | Salinas | CA | 93906 | (831) 272-3990 | Modesto Ventures, LLC |
| San Francisco Centre | 845 Market St. | San Francisco | CA | 94103 | (415) 536-3823 | Modesto Ventures, LLC |
| Shops at Tanforan | 1150 El Camino Real | San Bruno | CA | 94066 | (650) 636-4232 | Modesto Ventures, LLC |
| Oakridge Mall | 925 A Blossom Hill Road | San Jose | CA | 95123 | (408) 784-3900 | Modesto Ventures, LLC |
| Walmart – Trinity Pkwy | 10355 Trinity Pkwy | Stockton | CA | 95219 | (209) 225-9878 | Modesto Ventures, LLC |
| Outlets of Des Moines | 545 Bass Pro Dr. NW, Suite 675 | Altoona | IA | 50009 | (636) 352-7245 | Anjani III, LTD |
| Jordan Creek Town Center | 101 Jordan Creek Pkwy # 12512 | West Des Moines | IA | 50266 | (636) 352-7245 | Anjani II, LTD |
| St. Clair Square | 280 St Clair Sq | Fairview Heights | IL | 62208 | (636) 352-7245 | Anjani II, LTD |
| Annapolis Mall | 2002 Annapolis Mall | Annapolis | MD | 21401 | (636) 387-3957 | Anjani III, LTD |
| Great Lakes Outlets Crossing | 4406 Baldwin Rd. | Auburn Hills | MI | 48326 | (248) 260-8803 | MOJAK LLC |
| Twelve Oaks | 27294 Novi Road, Space FC107 | Novi | MI | 48377 | (248) 449-9630 | MOJAK LLC |
| St Louis Premium outlets | 18521 Outlet Blvd | Chesterfield | MO | 63005 | | Anjani III, LTD |

| CENTER NAME | ADDRESS | CITY | STATE | ZIP | PHONE | OWNERS |
|----------------------------|----------------------------------|-----------------|--------------|------------|----------------|------------------------|
| Columbia Mall - MO | 2300 Bernadette Dr Spc 718 | Columbia | MO | 65203 | (573) 234-2020 | Anjani III, LTD |
| West County Mall | 178 West County Center Spc FC-12 | Des Peres | MO | 63131 | (636) 387-3957 | Anjani III, LTD |
| Saint Louis Galleria | 5 Saint Louis Galleria | Saint Louis | MO | 63117 | (786) 270-8428 | Anjani II, LTD |
| South County Center | 85 S County Center Way Spc FC-10 | Saint Louis | MO | 63129 | (786) 270-8428 | Anjani III, LTD |
| Mid Rivers Mall | 1204 Mid Rivers Mall | Saint Peters | MO | 63376 | (636) 352-7245 | Anjani II, LTD |
| Asheville Mall | 3 S Tunnel Rd # FC-1 | Asheville | NC | 28805 | (636) 352-7245 | Anjani II, LTD |
| Bridgewater Commons | 400 Commons Way Spc 3505 | Bridgewater | NJ | 8807 | (636) 387-3957 | Anjani III, LTD |
| American Dream Mall - NJ | One American Dream Way | East Rutherford | NJ | 7073 | (636) 387-3957 | Anjani III, LTD |
| Eastview Mall | 7979 Pittsford-Victor Rd # 681 | Victor | NY | 14564 | (585) 223-9160 | Anjani III, LTD |
| Summit Mall | 3265 W Market St # 578 | Akron | OH | 44333 | (330) 949-8795 | Anjani II, LTD |
| Beachwood Mall | 26300 Cedar Rd # FC-3 | Beachwood | OH | 44122 | (330) 949-8795 | Anjani II, LTD |
| Fairfield Commons | 2727 Fairfield Commons Drive | Beavercreek | OH | 45431 | (937) 431-1413 | Koalacj LLC |
| Belden Village Mall | 4230 Belden Village Mall | Canton | OH | 44718 | (330) 949-8795 | Anjani III, LTD |
| West Tuscarawas Center | 4525 West Tuscarawas St | Canton | OH | 44708 | (833) 230-2930 | Anjani III, LTD |
| Chillicothe | 960 N Bridge St | Chillicothe | OH | 45601 | (740) 773-3657 | Charleys Steakery, Inc |
| Tower City Center | 230 W Huron Rd | Cleveland | OH | 44113 | (330) 949-8795 | Anjani II, LTD |
| Plaza at Sawmill | 6496 Sawmill Rd | Columbus | OH | 43235 | (614) 336-9960 | Charleys Steakery, Inc |
| Polaris Fashion Place Mall | 1500 Polaris Parkway | Columbus | OH | 43240 | (614) 468-1887 | Charleys Steakery, Inc |
| Polaris Towne Center | 1283 Polaris Pkwy | Columbus | OH | 43240 | (614) 430-3880 | Charleys Steakery, Inc |
| Walmart - Morse Rd | 3900 Morse Rd | Columbus | OH | 43219 | (614) 620-7577 | Charleys Steakery, Inc |
| Tuttle Crossing Mall | 5043 Tuttle Crossing Blvd. | Dublin | OH | 43016 | (614) 659-0899 | Koalacj LLC |
| Shoppes of Grove City | 1766 Stringtown Rd | Grove City | OH | 43123 | (614) 801-1545 | Charleys Steakery, Inc |

| CENTER NAME | ADDRESS | CITY | STATE | ZIP | PHONE | OWNERS |
|---------------------------------|--|------------------|-------|-------|----------------|------------------------|
| Memorial Drive - OH | 732 N Memorial Dr | Lancaster | OH | 43130 | (740) 785-9447 | Charleys Steakery, Inc |
| Shops on 58 | 5305 Leavitt Road | Lorain | OH | 44053 | (440) 370-2556 | CPSW Shops 58, LLC |
| SOM Center Plaza | 1278 Som Center Rd | Mayfield Heights | OH | 44124 | (440) 683-1894 | Anjani III, LTD |
| Great Lakes Mall | 7850 Mentor Ave Spc 858 | Mentor | OH | 44060 | (330) 949-8795 | Anjani II, LTD |
| Solon Village | 34200 Aurora Rd | Solon | OH | 44139 | (833) 230-2930 | Anjani III, LTD |
| SouthPark Mall (OH) | 500 Southpark Center # FC-01 | Strongsville | OH | 44136 | (330) 949-8795 | Anjani III, LTD |
| Town & Country - OH | 3849 E. Broad St. | Whitehall | OH | 43213 | (614) 620-7577 | Charleys Steakery, Inc |
| Westmoreland Mall | Westmoreland Mall E State Route 30 Spc FC-3 | Greensburg | PA | 15601 | (440) 876-7735 | Anjani III, LTD |
| Premium Outlets Grove City | 1911 Leesburg-Grove City Rd Spc 30 | Grove City | PA | 16127 | (440) 876-7735 | Anjani III, LTD |
| Beaver Valley Mall | 604 Beaver Valley Mall | Monaca | PA | 15061 | (440) 876-7735 | Anjani II, LTD |
| Monroeville Mall | A16 Monroeville Mall | Monroeville | PA | 15146 | (440) 876-7735 | Anjani III, LTD |
| Mall at Robinson | 100 Robinson Centre Dr Spc FC-1 | Pittsburgh | PA | 15205 | (440) 876-7735 | Anjani III, LTD |
| Ross Park Mall | 1000 Ross Park Mall Dr. | Pittsburgh | PA | 15237 | (412) 888-9304 | Anjani III, LTD |
| West Town Mall | 7600 Kingston Pike Ste 1336 | Knoxville | TN | 37919 | (636) 352-7245 | Anjani III, LTD |
| Fashion Center At Pentagon City | 1100 S. Hayes St. | Arlington | VA | 22202 | (636) 387-3957 | Anjani III, LTD |
| Tyson's Corner | 7947L Tyson's Corner Center | McLean | VA | 22102 | (636) 387-3957 | Anjani III, LTD |
| Capital Mall | 625 Black Lake Blvd SW #FC-02 | Olympia | WA | 98502 | (253) 365-7122 | Anjani III, LTD |
| Tacoma Mall | 4502 S. Steele St. # 46 | Tacoma | WA | 98409 | (253) 365-7122 | Anjani III, LTD |

EXHIBIT F
LIST OF FORMER FRANCHISEES

**LIST OF FRANCHISEES THAT CLOSED A RESTAURANT, TRANSFERRED THEIR
FRANCHISE AGREEMENT OR OTHERWISE LEFT THE SYSTEM**

AS OF DECEMBER 31, 2022

| Name | Address | City | State | Zip Code | Phone Number |
|------------------------------------|-------------------------------------|--------------------|--------------|-----------------|---------------------|
| Manjeet Singh | 2556 Somersville Rd | Antioch | CA | 94509 | (925) 755-0300 |
| Mario Contreras | 400 S. Baldwin Ave., FC10 | Arcadia | CA | 91007 | (626) 462-9646 |
| Mario Contreras | 6600 Topanga Canyon Blvd | Canoga Park | CA | 91303 | (818) 937-1470 |
| Mario Contreras | 1 Sunvalley Mall FC106 | Concord | CA | 94520 | (925) 822-9407 |
| Army Air Force Exchange Service | 488 N Aviation Blvd Bldg 252 | El Segundo | CA | 90245 | (310) 414-9697 |
| Ehab Kamel | 650 S Grand Ave | Glendora | CA | 91740 | (626) 852-9991 |
| Yi Xu | 2128 E Florence Ave | Huntington Park | CA | 90255 | (323) 484-9606 |
| Sungdon Cho | 3030 Plaza Bonita Rd Ste FC-10 | National City | CA | 91950 | (619) 472-9663 |
| Doloris Coit | 501C N China Lake Rd | Ridgecrest | CA | 93555 | (760) 384-4541 |
| Yasen Jiang | 4545 La Jolla Village Dr | San Diego | CA | 92122 | (858) 352-9648 |
| Mario Contreras | 14006 Riverside Dr FC8 | Sherman Oaks | CA | 91423 | (818) 851-0860 |
| Sharon Park | 3301 E Main St, Suite 2570 | Ventura | CA | 93003 | (805) 658-7700 |
| Steve Kim | 2112 Westminster Mall | Westminster | CA | 92683 | (714) 890-4069 |
| Chanel Li | 195 Chappie James Blvd SW # 4514 | Washington | DC | 20332 | (202) 506-3512 |
| Amgad Attalla | 5750 US Highway 98 North | Lakeland | FL | 33809 | (863) 937-6951 |
| Mario Contreras | 1700 W. New Haven Ave. | Melbourne | FL | 32904 | (321) 373-3010 |
| Young Kim | 9401 W Colonial Dr | Ocoee | FL | 34761 | (407) 298-3100 |
| Andro Attalla | 2567 South Kirman Rd | Orlando | FL | 32811 | (407) 601-4146 |
| Mario Contreras | 5100 N. 9th Ave. | Pensacola | FL | 32504 | (850) 477-0400 |
| Julie Vulcain | 8000 W Broward Mall Blvd FC-12 | Plantation | FL | 33388 | (954) 533-0319 |
| Amgad Attalla | 2223 N Westshore Blvd Spc FC-201 | Tampa | FL | 33607 | (813) 443-8379 |
| Amir Ibrahim | 28152 Paseo Dr Suite 190 | Wesley Chapel | FL | 33543 | (813) 994-9001 |

| Name | Address | City | State | Zip Code | Phone Number |
|------------------------------------|--|------------------|-------|----------|----------------|
| Maged Ebied | 7631 Gall Blvd | Zephyrhills | FL | 33541 | (813) 702-4630 |
| Mario Contreras | 6700 Douglas Blvd # 204 | Douglasville | GA | 30135 | (317) 876-1989 |
| Army Air Force Exchange Service | Harmony Church 4109 8th Division Rd | Ft Benning | GA | 31905 | (706) 683-0933 |
| Kyle Park | 5900 Sugarloaf Pkwy | Lawrenceville | GA | 30043 | (678) 847-5958 |
| Robert Lee | Navy Exchange Food Court Bldg 631 | Pearl Harbor | HI | 96701 | (808) 422-8700 |
| Army Air Force Exchange Service | Derby St Bldg 352 | McConnell AFB | KS | 67221 | (316) 685-3400 |
| Su Ouyang | 5725 Johnston St | Lafayette | LA | 70503 | (337) 484-3281 |
| Mario Contreras | 496 W Prien Lake Rd. | Lake Charles | LA | 70601 | (337) 564-6779 |
| Derek Medved | 231 N. Central Avenue | Duluth | MN | 55807 | (218) 624-6078 |
| TA Operating LLC | 231 N Central Ave | Duluth | MN | 55807 | (218) 624-6078 |
| Judy Weiner | 1850 Adams St Ste 608 | Mankato | MN | 56001 | (507) 779-7079 |
| Debbie Fall | 2825 S Glenstone Ave Ste VC08 | Springfield | MO | 65804 | (417) 886-2575 |
| Medhat Rizkalla | 65 Parsonage Rd unit 325 | Edison | NJ | 08837 | (732) 494-8201 |
| Karim Haji | 1000 Coors Bypass | Albuquerque | NM | 87114 | (505) 308-8974 |
| Karim Haji | 6600 Menaul Blvd NE | Albuquerque | NM | 87110 | (505) 305-6872 |
| Fei (Eddy) Chan | 1 Sunrise Mall | Massapequa | NY | 11758 | (516) 799-8818 |
| Mona Kaplan | 1 Penn Plaza Lirr Level | New York | NY | 10119 | (212) 594-7817 |
| Seorang Woo | 7875 Montgomery Rd | Cincinnati | OH | 45236 | (513) 792-9888 |
| Medhat Ibrahim | 5580 Good Ln | Altoona | PA | 16602 | (814) 946-0300 |
| Medhat Ibrahim | 3506 Capital City Mall Dr | Camp Hill | PA | 17011 | (717) 761-1370 |
| Mario Contreras | 1455 Franklin Mills Circle | Philadelphia | PA | 19154 | (267) 631-2555 |
| Judy Weiner | 4001 W 41 st St | Sioux Falls | SD | 57106 | (605) 362-1312 |
| Changhyun Kim | 2100 Hailton Pl Spc 309 | Chattanooga | TN | 37421 | (423) 894-0454 |
| Sherali Ali | 23183 IH 35 | Encinal | TX | 78019 | (661) 885-3400 |
| Mohammad Qureshi | 3730 E Highway 80 | Mesquite | TX | 75149 | (972) 288-7383 |

| Name | Address | City | State | Zip Code | Phone Number |
|-----------------|-----------------------------|-------------|--------------|-----------------|---------------------|
| Archie Williams | 4001 Sunset Dr. | San Angelo | TX | 76904 | (903) 833-6609 |
| Hany Ibrahim | 3000 Charleston Town Center | Charleston | WV | 25389 | (681) 265-9087 |

EXHIBIT G
FINANCIAL STATEMENTS

GOSH ENTERPRISES, INC.
Columbus, Ohio

Financial Statements
For the years ended
December 31, 2022, 2021 and 2020

and Independent Auditor's Report Thereon



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INDEPENDENT AUDITOR'S REPORT

To the Shareholder
Gosh Enterprises, Inc.
Columbus, Ohio

Opinion

We have audited the accompanying financial statements of Gosh Enterprises, Inc. (Company), which comprise the balance sheets as of December 31, 2022, 2021 and 2020, and the related statements of income and comprehensive income, changes in shareholder's equity and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2022, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards 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, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Schneider Downs & Co., Inc.

Columbus, Ohio
April 26, 2023

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| | December 31 | | |
|--|----------------------|----------------------|----------------------|
| | 2022 | 2021 | 2020 |
| LIABILITIES | | | |
| CURRENT LIABILITIES | | | |
| Accounts payable | \$ 600,367 | \$ 392,987 | \$ 243,995 |
| Accrued expenses | 1,689,581 | 1,140,655 | 818,631 |
| Gift card liability | 157,856 | 117,342 | - |
| Current portion of deferred revenue | 649,141 | 600,973 | 587,749 |
| Line of credit | - | 20,000,000 | 20,000,000 |
| Term note | - | 1,735,149 | - |
| Security deposits | 10,000 | 19,000 | 15,000 |
| Current portion of operating lease liabilities | 718,706 | - | - |
| Current portion of Paycheck Protection Program loan | 645,412 | 370,194 | 309,510 |
| Current portion of long-term debt | 283,973 | - | - |
| Marketing fund | 1,434,802 | 1,570,102 | 1,301,374 |
| | <u>6,189,838</u> | <u>25,946,402</u> | <u>23,276,259</u> |
| LONG-TERM LIABILITIES | | | |
| Deferred revenue, net of current portion | 6,815,418 | 5,019,347 | 3,452,448 |
| Line of credit | 20,000,000 | - | - |
| Operating lease liabilities, net of current portion | 6,728,721 | - | - |
| Paycheck Protection Program loan, net of current portion | 851,825 | 1,127,043 | 1,187,727 |
| Long-term debt, net of current portion | 1,366,992 | - | - |
| Uncertain tax positions | 284,142 | 264,195 | 255,681 |
| | <u>36,047,098</u> | <u>6,410,585</u> | <u>4,895,856</u> |
| Total Long-Term Liabilities | <u>36,047,098</u> | <u>6,410,585</u> | <u>4,895,856</u> |
| Total Liabilities | <u>42,236,936</u> | <u>32,356,987</u> | <u>28,172,115</u> |
| SHAREHOLDER'S EQUITY | | | |
| COMMON STOCK, \$5 par value; 750 shares authorized, | | | |
| 100 shares issued and outstanding | 500 | 500 | 500 |
| ADDITIONAL PAID-IN CAPITAL | 37,220 | 37,220 | 37,220 |
| RETAINED EARNINGS | 18,148,171 | 21,425,957 | 16,091,962 |
| ACCUMULATED OTHER COMPREHENSIVE LOSS | (97,843) | - | - |
| Less: Shareholder notes receivable | (9,264,112) | (9,223,556) | (7,200,000) |
| | <u>8,823,936</u> | <u>12,240,121</u> | <u>8,929,682</u> |
| Total Shareholder's Equity | <u>8,823,936</u> | <u>12,240,121</u> | <u>8,929,682</u> |
| Total Liabilities And Shareholder's Equity | <u>\$ 51,060,872</u> | <u>\$ 44,597,108</u> | <u>\$ 37,101,797</u> |

See notes to financial statements.

GOSH ENTERPRISES, INC.

STATEMENTS OF INCOME AND COMPREHENSIVE INCOME

| | For the Years Ended December 31 | | |
|--|---------------------------------|---------------|---------------|
| | 2022 | 2021 | 2020 |
| REVENUES | | | |
| Royalties | \$ 31,412,602 | \$ 26,416,592 | \$ 14,960,344 |
| Marketing fund | 6,995,470 | 5,718,107 | 904,718 |
| Franchise and development fees | 802,511 | 825,127 | 799,863 |
| Management, consulting and other fees | 3,314,126 | 3,301,035 | 4,990,149 |
| Rental income | - | - | 30,223 |
| Total Revenues | 42,524,709 | 36,260,861 | 21,685,297 |
| OPERATING EXPENSES | | | |
| Selling, general and administrative | 30,197,242 | 25,454,378 | 14,943,984 |
| Depreciation | 470,123 | 146,233 | 80,907 |
| Total Operating Expenses | 30,667,365 | 25,600,611 | 15,024,891 |
| OTHER (EXPENSE) INCOME, NET | | | |
| Interest expense | (747,153) | (388,432) | (382,206) |
| Interest income | 283,481 | 78,620 | - |
| Gain on sale of property and equipment | 63,032 | 56,598 | - |
| Dividend income | 108,526 | 308,431 | 173,047 |
| Unrealized (loss) gain on investments | (2,011,387) | 1,207,035 | 529,053 |
| Realized (loss) gain on investments | (5,578,934) | (4,714,252) | 4,265,356 |
| Total Other (Expense) Income | (7,882,435) | (3,452,000) | 4,585,250 |
| Net Income | 3,974,909 | 7,208,250 | 11,245,656 |
| OTHER COMPREHENSIVE LOSS | | | |
| Net unrealized loss on available-for-sale debt securities | (98,758) | - | - |
| Reclassification of realized losses on available-for-sale debt securities into realized (loss) gain on investments | 915 | - | - |
| Total Other Comprehensive Loss | (97,843) | - | - |
| Comprehensive Income | \$ 3,877,066 | \$ 7,208,250 | \$ 11,245,656 |

See notes to financial statements.

GOSH ENTERPRISES, INC.

STATEMENTS OF CHANGES IN SHAREHOLDER'S EQUITY

| | Common Stock | Additional Paid-In Capital | Retained Earnings | Accumulated Other Comprehensive Loss | Less: Shareholder Notes Receivable | Total Shareholder's Equity |
|---|--------------|-------------------------------|----------------------|---|---------------------------------------|----------------------------------|
| BALANCE, December 31, 2019 | \$ 500 | \$ 37,220 | \$ 9,047,798 | - | \$ (7,200,000) | \$ 1,885,518 |
| Contributions | - | - | 1,000,000 | - | - | 1,000,000 |
| Distributions | - | - | (5,201,492) | - | - | (5,201,492) |
| Net income | - | - | 11,245,656 | - | - | 11,245,656 |
| BALANCE, December 31, 2020 | 500 | 37,220 | 16,091,962 | - | (7,200,000) | 8,929,682 |
| Issuance of shareholder note receivable | - | - | - | - | (2,000,000) | (2,000,000) |
| Interest on shareholder note receivable | - | - | - | - | (23,556) | (23,556) |
| Contributions | - | - | 9,814,085 | - | - | 9,814,085 |
| Distributions | - | - | (11,688,340) | - | - | (11,688,340) |
| Net income | - | - | 7,208,250 | - | - | 7,208,250 |
| BALANCE, December 31, 2021 | 500 | 37,220 | 21,425,957 | - | (9,223,556) | 12,240,121 |
| Interest on shareholder note receivable | - | - | - | - | (40,556) | (40,556) |
| Contributions | - | - | 3,413,411 | - | - | 3,413,411 |
| Distributions | - | - | (10,666,106) | - | - | (10,666,106) |
| Other comprehensive loss | - | - | - | \$ (97,843) | - | (97,843) |
| Net income | - | - | 3,974,909 | - | - | 3,974,909 |
| BALANCE, December 31, 2022 | 500 | 37,220 | 18,148,171 | \$ (97,843) | \$ (9,264,112) | \$ 8,823,936 |

See notes to financial statements.

GOSH ENTERPRISES, INC.

STATEMENTS OF CASH FLOWS

| | For the Years Ended December 31 | | |
|---|---------------------------------|---------------|---------------|
| | 2022 | 2021 | 2020 |
| CASH FLOWS FROM OPERATING ACTIVITIES | | | |
| Net income | \$ 3,974,909 | \$ 7,208,250 | \$ 11,245,656 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | | |
| Depreciation | 470,123 | 146,233 | 80,907 |
| Lease expense - operating | 768,506 | - | - |
| Amortization of deferred commission asset | 71,636 | 95,186 | 57,297 |
| Provision for (recoveries from) bad debt, net | 884,798 | 1,007,434 | (24,438) |
| Change in uncertain tax positions | 19,947 | 8,514 | 7,712 |
| Net loss (gain) on investments | 7,590,321 | 3,507,217 | (4,794,409) |
| Gain on sale of property and equipment | (63,032) | (56,598) | - |
| Dividend income reinvested, net of investment fees | (25,663) | (171,115) | (91,285) |
| Changes in assets and liabilities: | | | |
| Accounts receivable | (1,600,546) | (510,324) | (108,677) |
| Miscellaneous receivable | - | - | 2,000,000 |
| Related-party receivables | 2,018,252 | (1,561,012) | (340,926) |
| Other current assets | (86,610) | (124,660) | 47,775 |
| Deferred commission asset | (366,983) | (250,250) | (142,990) |
| Accrued interest on notes receivable | (157,601) | (78,620) | - |
| Accounts payable | 207,380 | (22,450) | 235,307 |
| Accrued expenses | 548,926 | 493,466 | (299,733) |
| Gift card liability | 40,514 | 117,342 | - |
| Security deposit | (9,000) | 4,000 | - |
| Marketing fund | (135,300) | 268,728 | (698,626) |
| Deferred revenue | 1,844,239 | 1,580,123 | 205,637 |
| Operating lease liabilities | (768,506) | - | - |
| | 15,226,310 | 11,661,464 | 7,379,207 |
| CASH FLOWS FROM INVESTING ACTIVITIES | | | |
| Purchases of property and equipment | (1,725,517) | (2,373,138) | (55,014) |
| Proceeds from sale of property and equipment | 97,275 | 142,000 | - |
| Purchases of investments | (100,115,651) | (140,554,286) | (34,395,567) |
| Proceeds from sale of investments | 100,115,651 | 133,554,286 | 25,395,567 |
| Issuance of notes receivable to related party | (1,950,000) | (5,077,685) | - |
| Issuance of notes receivable to shareholder | - | (2,000,000) | - |
| Proceeds from related party, net | 1,389,502 | 413,744 | 919,305 |
| | (2,188,740) | (15,895,079) | (8,135,709) |

| | For the Years Ended December 31 | | |
|--|---------------------------------|---------------------|---------------------|
| | 2022 | 2021 | 2020 |
| CASH FLOWS FROM FINANCING ACTIVITIES | | | |
| Borrowings on long-term debt | \$ 127,019 | \$ 1,735,149 | - |
| Principal payments on long-term debt | (156,237) | - | - |
| Borrowings on line of credit | - | - | \$ 9,000,000 |
| Paycheck Protection Program loan proceeds | - | - | 1,497,237 |
| Contributions from shareholder | 3,413,411 | 9,814,085 | 1,000,000 |
| Distributions to shareholder | (10,666,106) | (11,688,340) | (5,201,492) |
| | <u>(7,281,913)</u> | <u>(139,106)</u> | <u>6,295,745</u> |
| Net Cash (Used In) Provided By Financing Activities | | | |
| | 5,755,657 | (4,372,721) | 5,539,243 |
| Net Increase (Decrease) In Cash | | | |
| CASH | | | |
| Beginning of year | <u>4,808,772</u> | <u>9,181,493</u> | <u>3,642,250</u> |
| End of year | <u>\$ 10,564,429</u> | <u>\$ 4,808,772</u> | <u>\$ 9,181,493</u> |
| SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION | | | |
| Cash paid for interest | <u>\$ 641,279</u> | <u>\$ 324,991</u> | <u>\$ 374,494</u> |
| SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES | | | |
| Conversion of term note into long-term debt | \$ 1,862,168 | - | - |
| Insurance proceeds from disposal of property and equipment paid directly to bank | 54,966 | - | - |
| Right-of-use assets obtained in exchange for lease liabilities | 8,373,014 | - | - |
| Right-of-use assets disposed or adjusted by modifying lease liabilities | 165,498 | - | - |

See notes to financial statements.

GOSH ENTERPRISES, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022, 2021 AND 2020

NOTE 1 - ORGANIZATION

Gosh Enterprises, Inc. (Company), located in Columbus, Ohio, was incorporated in 1990. It primarily franchises Charley's Philly Steaks (Charley's) restaurants, mainly in the United States. The Company's franchisees operated 740 stores at December 31, 2022, of which 60 were operated by related parties, 670 stores at December 31, 2021 and 629 stores at December 31, 2020. Franchisees opened 100 new locations and closed 30 locations for the year ended December 31, 2022, opened 64 new locations and closed 23 locations for the year ended December 31, 2021, and opened 31 new locations and closed 27 locations for the year ended December 31, 2020.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A summary of significant accounting policies consistently applied by management in the preparation of the accompanying financial statements follows:

Use of Estimates - The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash - The Company considers highly liquid investments with maturities of three months or less when purchased as cash equivalents. It maintains, at various financial institutions, cash that could at times exceed federally insured amounts. The Company has not experienced any losses in such accounts. Included in investments are cash and cash equivalents of \$82,260, \$21,778,610 and \$1,091,991 at December 31, 2022, 2021 and 2020, respectively.

Accounts Receivable - Accounts receivable are comprised primarily of amounts due from franchisees requiring payment within 5-15 days from the end of each franchisee reporting period. The Company reports receivables at net realizable value. Management determines the allowance for doubtful accounts based on historical losses, current expectations and economic conditions. On a continuing basis, management analyzes delinquent receivables and, once those receivables are determined to be uncollectible, they are written off through a charge against an existing allowance account. The allowance account is reviewed regularly and adjusted against earnings as appropriate.

Investments - The Company classifies its investments in debt securities as available-for-sale and are reported at fair value. Unrealized gains and losses on investments in debt securities are recorded as a component of other comprehensive income (loss). Realized gains and losses are reclassified from other comprehensive income (loss) to net income in the period in which they occur. All of the Company's investment in debt securities are classified as available-for-sale at December 31, 2022.

All investments in equity securities held by the Company have readily determinable fair values and are reported at fair value with change in fair value recognized in net income.

Interest income is recorded on the accrual basis, and dividends are recorded on the ex-dividend date. Purchases and sales of investments are recorded on the trade date. Realized gains and losses on the sales of investments are determined using the specific-identification method.

GOSH ENTERPRISES, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022, 2021 AND 2020

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment - Property and equipment are stated at cost and are depreciated using the straight-line depreciation method based on the following estimated useful lives:

| | |
|-------------------------|--------------|
| Machinery and equipment | 5 - 10 years |
| Leasehold improvements | 5 - 10 years |
| Furniture and fixtures | 5 - 10 years |
| Vehicles | 5 - 6 years |
| Software | 5 years |

Leasehold improvements are amortized over the lesser of the life of the lease, including expected renewal options as determined by management, or the estimated useful lives of the assets. Routine expenditures for maintenance and repairs are charged to expense as incurred. Expenditures for renewals and betterments that materially extend the useful lives of assets or increase their productivity are capitalized.

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset might not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the fair value of the asset. There were no long-lived assets impaired at December 31, 2022, 2021 and 2020.

Marketing Fund - The Company generally collects an advertising fee of up to 3.00% (1.00% for the year ended December 31, 2022, 1.00% for the year ended December 31, 2021 and 0.25% for the year ended December 31, 2020) of gross sales from all franchisees to fund Charley's Marketing Fund (CMF) for general marketing, advertising and publicity administered by the Company on behalf of the Charley's franchise system. Marketing fund expense of approximately \$6,995,000, \$5,718,000 and \$905,000 is included in selling general and administrative expenses on the accompanying statement of income and comprehensive income for the years ended December 31, 2022, 2021 and 2020, respectively.

During the years ended December 31, 2022, 2021 and 2020, the Company collected advertising fees from franchisees in excess of marketing expenses incurred, which resulted in a marketing fund liability in the accompanying balance sheets of \$1,434,802, \$1,570,102 and \$1,301,374, respectively.

Vendor Rebates - The Company receives funds from various vendors for promoting the use of the vendors' products by the franchisees. It uses these vendor rebates at its sole discretion to benefit the brand and may from time to time put these amounts into the marketing fund. Approximately \$1,520,000, \$1,440,000 and \$2,410,000 was received from vendor rebates for the years ended December 31, 2022, 2021 and 2020, respectively, which is included in management, consulting and other fees. Approximately \$1,302,000 and \$635,000 in vendor rebates was received and is included in marketing fund revenue for the years ended December 31, 2022 and 2021, respectively. There were no vendor rebates included in marketing fund revenue for the year ended December 31, 2020.

GOSH ENTERPRISES, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022, 2021 AND 2020

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Insurance Reserves - The Company self-insures its health insurance plan, which is offered to eligible permanent corporate employees, who may select from either a group Preferred Provider Organization plan or a high-deductible health savings account. The Company pays all claims above the participants' deductible and maintains a stop-loss policy that reimburses the Company for all claims above \$25,000 on a per-participant basis each year. The plan and claims are administered by a third-party administrator. The Company records a liability for all unresolved claims and for an estimate of incurred, but not reported claims, based on a number of assumptions, including the frequency and severity of claims, claim development history and settlement practices. A liability of \$244,238, \$221,277 and \$316,570 is included within accrued expenses in the accompanying balance sheets at December 31, 2022, 2021 and 2020, respectively. The Company's claim experience is monitored monthly. Claim experience, combined with updated estimates of insurance industry costs, is reviewed in determining contract terms annually. Because of the inherent uncertainties in estimating costs, it is reasonably possible that the Company's estimates of costs will change in the near term.

Gift Card Obligations - Beginning in 2021, the Company sells and collects cash on the sale of gift cards to its franchisees. The gift cards are honored at the respective franchise locations. The Company estimates breakage based on historical analysis of unused gift cards and records income for the portion of gift cards sold and not expected to be redeemed as the gift cards are redeemed. Where historical data is not available, the Company uses relevant public financial statement data to estimate breakage. The Company has determined that gift card breakage was not material for the years ended December 31, 2022 and 2021. Accordingly, no breakage income is reflected in these financial statements.

Revenue Recognition - Revenues consist of franchise royalties, initial franchise and development fees, management, consulting and other fees and rental income. The Company executes franchise agreements for each franchise restaurant, which establishes the terms of the agreement with the franchisee. The Company recognizes initial franchise fees as deferred revenue when received and as revenue on a straight-line basis over the contractual term of the franchise agreement. Initial franchise fees include the initial contractual franchise fee, related license and development fees and franchise transfer fees. Any remaining unamortized franchise fee revenue is recognized in full upon store closure.

Franchise Fees - The Company generates revenues from franchising through individual franchise agreements. In consideration for payment of an initial franchise fee, continuing royalties and other amounts specified in the franchise agreement, the Company grants new franchisees the use of the Company trademarks, systems, training and store operation assistance.

In accordance with Topic 606, the Company satisfies the performance obligation related to the franchise agreement over the term of the related agreement, which is typically 10 years. Payment for the franchise agreement consists of three components: a fixed fee related to the franchise agreement; a sales-based royalty fee; and a sales-based advertising fee. The fixed fee, as determined by the signed franchise agreement, is nonrefundable and due at the time the franchise agreement is entered into, and/or when the franchise agreement is signed. Revenue related to these franchise agreements, less separate standalone performance obligations, is recognized on a straight-line basis over the respective term upon adoption of Topic 606, which typically begins the date the franchise agreement is entered. The Company does not generate revenue under design and architecture, construction or training services.

GOSH ENTERPRISES, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022, 2021 AND 2020

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Company's franchise agreements typically require the franchisee to pay an initial, nonrefundable fee and a continuing fee based on a percentage of sales. The Company generally collects 5% to 6% of net sales that is charged to franchisees for the use of the Charley's name and system. Continuing franchise royalties are recognized as revenue as the fees are earned.

The Company is reimbursed by CMF for its marketing services and administration. In addition, Charley's Steakery, Inc. (CSI), Bibibop LLC (Bibibop) and Lenny's Holdings LLC paid the Company a management fee. (See Note 3.) These fees are recognized as services are rendered.

Rental income is earned from operating leases with franchisees for the use of leasehold improvements and equipment. Rental income is recognized on a straight-line basis over terms of the respective operating agreements.

Commissions - Commissions paid by the Company in connection with the acquisition of certain franchises are accounted for as a deferred commission asset and are amortized to expense over the expected life of the franchise, since these costs were incurred to obtain the contact. Amortization expense relating to deferred commissions was approximately \$72,000, \$95,000 and \$57,000 for the years ended December 31, 2022, 2021 and 2020, respectively.

Income Taxes - The Company, with the consent of its shareholder, elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code for federal and state income tax purposes. The shareholder is taxed individually on the Company's taxable income.

Accounting for uncertainty in income taxes requires financial statement recognition, measurement and disclosure of uncertain tax positions recognized in an enterprise's financial statements. Income tax positions must meet a more-likely-than-not recognition threshold to be recognized. When necessary, the Company accrues penalties and interest related to unrecognized tax benefits as a component of income tax expense. Income tax returns since 2019 are subject to review by the Internal Revenue Service, generally three years after the returns are filed.

A reconciliation of the beginning and ending amount of uncertain tax positions is as follows for the years ended December 31:

| | <u>2022</u> | <u>2021</u> | <u>2020</u> |
|--|-------------------|-------------------|-------------------|
| Balance at beginning of year | \$ 264,195 | \$ 255,681 | \$ 247,969 |
| Increase based on change in estimated tax positions for the year ended | <u>19,947</u> | <u>8,514</u> | <u>7,712</u> |
| Balance at end of year | <u>\$ 284,142</u> | <u>\$ 264,195</u> | <u>\$ 255,681</u> |

GOSH ENTERPRISES, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022, 2021 AND 2020

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

When evaluating uncertain tax positions, the Company considers lapses of the applicable statutes of limitations of unrecognized tax benefits, resolution of examination by taxing authorities and other regulatory filings. The Company estimates that there will not be any net decrease in any unrecognized tax benefits for the next 12 months. It also recognized interest and penalties of an immaterial amount related to income taxes from prior periods for the years ended December 31, 2022, 2021 and 2020.

Leases - The Company has adopted Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 842, Leases, with a date of initial application of January 1, 2022. For leases with a term greater than one year, the Company recognizes a lease asset for its right to use the underlying leased asset and a lease liability for the corresponding lease obligation. The Company determines whether an arrangement is or contains a lease at contract inception. Operating leases with a duration greater than one year are included in operating lease right-of-use assets, current portion operating lease liabilities and operating lease liabilities, net of current portion in the Company's balance sheet at December 31, 2022. Operating lease right-of-use assets and operating lease liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. In determining the present value of lease payments, the Company uses a risk-free rate of a period comparable with that of the lease term unless the implicit rate is readily determinable. The Company considers the lease term to be the noncancelable period that it has the right to use the underlying asset, including all periods covered by an option to (1) extend the lease if the Company is reasonably certain to exercise the option; (2) terminate the lease if the Company is reasonably certain not to exercise that option; and (3) extend, or not to terminate, the lease in which exercise of the option is controlled by the lessor. The Company has elected the practical expedient to not recognize right-of-use assets and lease liabilities arising from short-term leases, defined as a lease with an initial term of 12 months or less. Lease agreements with lease and non-lease components are accounted for as a single lease component for all classes of leased assets for which the Company is the lessee.

The operating lease right-of-use assets also include any lease payments made and exclude lease incentives received or receivable. Lease expense is recognized on a straight-line basis over the expected lease term. Variable lease expenses are recorded when incurred.

Upon adoption of the new lease guidance, management recorded a right-of-use asset and lease liability, each in the amount of approximately \$8,400, on the Company's balance sheet for operating leases associated with the Company's office equipment. This amount is equivalent to the aggregate future minimum lease payments on a discounted basis. The Company has also elected to apply the package of transitional practical expedients of the new lease guidance by allowing the Company to not (1) reassess if expired or existing contracts are, or contain, leases; (2) reassess lease classification for any expired or existing leases; and (3) reassess initial direct costs for any existing leases. Additionally, in July 2018, the FASB issued guidance to provide for an additional transition method to the new lease guidance whereby an entity can choose to not reflect the impact of the new lease guidance in the prior periods included in its financial statements. The Company has utilized this additional transition method in connection with its adoption on January 1, 2022. It has included the enhanced disclosures required by this guidance in its financial statements. (See Note 8.)

GOSH ENTERPRISES, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022, 2021 AND 2020

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Recent Accounting Pronouncement - In June 2016, the FASB issued Accounting Standards Update (ASU) 2016-13, Measurement of Credit Losses on Financial Instruments (Topic 326), the amendments of which replace the incurred loss impairment methodology under current U.S. GAAP with a methodology that reflects expected losses and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. This ASU is effective for annual reporting periods beginning after December 15, 2022. Early application is permitted. The Company is assessing the impact that this ASU 2016-13 will have on its financial statements.

Subsequent events are defined as events or transactions that occur after the balance sheet date, but before the financial statements are issued or are available to be issued. Management has evaluated subsequent events through April 26, 2023 the date that the financial statements were available to be issued.

NOTE 3 - RELATED-PARTY TRANSACTIONS

The below table outlines the outstanding related-party balances and location within the balance sheets as of December 31:

| | <u>2022</u> | <u>2021</u> | <u>2020</u> |
|--|---------------------|---------------------|---------------------|
| Related-party receivables: | | | |
| Royalty receivables from affiliates | \$ 96,628 | \$ 713,046 | \$ 329,729 |
| Shared services receivable and advances to vendors on behalf of affiliates. | <u>398,480</u> | <u>1,800,314</u> | <u>622,619</u> |
| | <u>\$ 495,108</u> | <u>\$ 2,513,360</u> | <u>\$ 952,348</u> |
| Advances to related party: | | | |
| Noninterest-bearing receivable from CSI representing the net effect of related-party transactions on an ongoing basis. | <u>\$ 126,550</u> | <u>\$ 1,516,052</u> | <u>\$ 1,929,796</u> |
| Shareholder notes receivables: | | | |
| Shareholder note with original principal balance of \$9,200,000, payable on demand, bearing interest at the short-term applicable federal rate (3.45%, 0.25% and 0.11% at December 31, 2022, 2021 and 2020, respectively. | \$ 7,200,000 | \$ 7,200,000 | \$ 7,200,000 |
| Cognovit promissory note with shareholder with an original principal amount of \$2,000,000, bearing interest at 2.00% per annum, payable at the same time when indebtedness is paid in full, maturing in May 2024 and including accrued interest of \$64,112 and \$23,556, at December 31, 2022 and 2021, respectively | <u>2,064,112</u> | <u>2,023,556</u> | <u>-</u> |
| | <u>\$ 9,264,112</u> | <u>\$ 9,223,556</u> | <u>\$ 7,200,000</u> |

GOSH ENTERPRISES, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022, 2021 AND 2020

NOTE 3 - RELATED-PARTY TRANSACTIONS (Continued)

| | 2022 | 2021 | 2020 |
|---|--------------|--------------|------|
| Note receivable - related party: | | | |
| Cognovit promissory note with Marimeter LLC with an original principal amount not to exceed \$10,000,000, bearing interest at 2.10% per annum, payable at the same time when indebtedness is paid in full, maturing in July 2030 and including accrued interest of \$117,045 and \$55,064 at December 31, 2022 and 2021, respectively. Secured by a continuing first-priority and exclusive security interest in and to all of membership interests in Upper Arlington Center, LLC, owned by Marimeter LLC. | \$ 7,199,794 | \$ 5,132,749 | - |

The below table outlines the outstanding related-party balances and location within the statements of income and comprehensive income as of December 31:

| | 2022 | 2021 | 2020 |
|---|--------------|--------------|--------------|
| Royalties revenue received from related-party companies for the years ended December 31, 2022, 2021 and 2020. | \$ 4,121,806 | \$ 3,705,082 | \$ 1,865,638 |
| Reimbursement from CMF for marketing services and administration, included in management, consulting and other fees on the statements of income and comprehensive income | 1,650,422 | 1,187,188 | 305,179 |
| Revenue associated with shared services and accounting and management services provided to affiliates, included in management, consulting and other fees on the statements of income and comprehensive income | 1,750,600 | 1,858,891 | 1,804,469 |
| Reimbursement from affiliates for shared office space presented as a reduction of selling, general and administrative expenses | - | 81,000 | 63,000 |
| Rental income generated from CSI from month-to-month operating lease arrangements after expiration in 2015. | - | - | 30,000 |

GOSH ENTERPRISES, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022, 2021 AND 2020

NOTE 3 - RELATED-PARTY TRANSACTIONS (Continued)

Line of Credit - The Company has a revolving line of credit with a financial institution as a co-borrower with CSI, Bibibop, Bibibop Development LLC (Bibibop Development) and Bibibop Holdings LLC (Bibibop Holdings). Draws on the line of credit are recorded on the Company for which the funds are intended to be used. (See Note 7.)

The Company has been named the guarantor for various related parties. At December 31, 2022, future minimum lease payments related to the guaranteed leases expiring at various dates from January 2023 through February 2026 totaled approximately \$2,455,000, representing the Company's estimated maximum exposure to loss. The Company also co-guarantees debt for Solar Troupsburg, LLC and CSI in the amount of approximately \$6,251,000 and \$623,000, respectively as of December 31, 2022.

NOTE 4 - INVESTMENTS

Investments were classified as follows as of December 31:

| | 2022 | 2021 | 2020 |
|----------------------------------|---------------|---------------|---------------|
| Investments in equity securities | \$ 8,582,546 | \$ 26,711,047 | \$ 23,047,149 |
| Investments in debt securities | 10,466,000 | - | - |
| Total Investments | \$ 19,048,546 | \$ 26,711,047 | \$ 23,047,149 |

Investments in debt securities classified as available-for-sale consisted of the following at December 31:

| | 2022 | | | |
|---|-------------------|---------------------|----------------------|---------------|
| | Amortized Cost | Unrealized Gains | Unrealized Losses | Fair Value |
| U.S. government securities | \$ 4,714,340 | \$ 11,535 | \$ (18,164) | \$ 4,707,711 |
| Corporate bonds | 5,849,503 | 2,880 | (94,094) | 5,758,289 |
| Total Available-For-Sale Debt Securities | \$ 10,563,843 | \$ 14,415 | \$ (112,258) | \$ 10,466,000 |

Proceeds for the sales of available-for-sale debt securities were \$2,426,190 in 2022. Gross realized gains on those sales totaled \$16,687 in 2022 and gross realized losses were \$15,772 in 2022.

GOSH ENTERPRISES, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022, 2021 AND 2020

NOTE 4 - INVESTMENTS (Continued)

At December 31, 2022, contractual maturities of available-for-sale debt securities were as follows:

| | U.S. Government Securities | Corporate Bonds | Totals |
|-----------------------------------|----------------------------------|---------------------|----------------------|
| Within one year | \$ 3,736,071 | - | \$ 3,736,071 |
| After one year through five years | 971,640 | \$ 4,635,107 | 5,606,747 |
| After five years through 10 years | - | 931,283 | 931,283 |
| After 10 years | - | 191,899 | 191,899 |
| | <u>\$ 4,707,711</u> | <u>\$ 5,758,289</u> | <u>\$ 10,466,000</u> |

The portion of unrealized gains and losses recognized during 2022 that relate to equity securities still held at December 31, 2022, 2021 and 2020 were \$2,011,387, \$1,207,035 and \$529,053, respectively.

The Company utilizes various investment options, including common stock, mutual funds and other investments. Investments are exposed to various risks, such as interest rate, market and credit risks. Due to the level of risks associated with certain investments, it is reasonably possible that changes in value will occur in the near term, and those changes could materially affect the Company's financial position and changes in shareholder's equity.

NOTE 5 - FAIR VALUE MEASUREMENTS

Fair value guidance establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described below:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets.

Level 2: Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

GOSH ENTERPRISES, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022, 2021 AND 2020

NOTE 5 - FAIR VALUE MEASUREMENTS (Continued)

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. Following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at December 31, 2022, 2021 and 2020.

Mutual Funds: Valued at the daily closing price as reported by the fund. Mutual funds held by the Company are open-end mutual funds that are registered with the Securities and Exchange Commission. These funds are required to publish their net asset value (NAV) and to transact at that price. The mutual funds held by the Company are deemed to be actively traded.

Money Market: Valued at the daily NAV.

Common Stock: Valued at the closing price reported on the active market on which the individual securities are traded.

U.S. Government Securities: Valued using pricing models maximizing the use of observable inputs for similar activities

Corporate Bonds: Valued using pricing models maximizing the use of observable inputs for similar securities. This includes basing value on yields currently available on comparable securities of issuers with similar credit ratings.

The methods described above might produce a fair value calculation that might not be indicative of net realizable value or reflective of future fair values. Further, while the Company believes its valuation methods are appropriate and consistent, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

GOSH ENTERPRISES, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022, 2021 AND 2020

NOTE 5 - FAIR VALUE MEASUREMENTS (Continued)

The following table sets forth, by level, within the fair value hierarchy, the Company's investments at fair value as of December 31:

| | 2022 | | | Total |
|---|---------------|--------------|---------|---------------|
| | Level 1 | Level 2 | Level 3 | |
| Equity securities: | | | | |
| Money market | \$ 82,260 | - | - | \$ 82,260 |
| Common stock | 4,596,495 | - | - | 4,596,495 |
| Mutual funds | 3,903,791 | - | - | 3,903,791 |
| Total Equity Securities | 8,582,546 | - | - | 8,582,546 |
| Available-for-sale debt securities: | | | | |
| U.S. government securities | 4,707,711 | - | - | 4,707,711 |
| Corporate bonds | - | \$ 5,758,289 | - | 5,758,289 |
| Total Available-For-Sale Debt Securities | 4,707,711 | 5,758,289 | - | 10,466,000 |
| Total Investments | \$ 13,290,257 | \$ 5,758,289 | - | \$ 19,048,546 |
| | | | | |
| | 2021 | | | Total |
| | Level 1 | Level 2 | Level 3 | |
| Equity securities: | | | | |
| Money market | \$ 21,778,610 | - | - | \$ 21,778,610 |
| Common stock | 4,661,445 | - | - | 4,661,445 |
| Mutual funds | 270,992 | - | - | 270,992 |
| Total Investments | \$ 26,711,047 | - | - | \$ 26,711,047 |
| | | | | |
| | 2020 | | | Total |
| | Level 1 | Level 2 | Level 3 | |
| Equity securities: | | | | |
| Money market | \$ 1,091,991 | - | - | \$ 1,091,991 |
| Common stock | 15,923,822 | - | - | 15,923,822 |
| Mutual funds | 6,031,336 | - | - | 6,031,336 |
| Total Investments | \$ 23,047,149 | - | - | \$ 23,047,149 |

GOSH ENTERPRISES, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022, 2021 AND 2020

NOTE 6 - PROPERTY AND EQUIPMENT

Property and equipment consist of the following at December 31:

| | <u>2022</u> | <u>2021</u> | <u>2020</u> |
|--------------------------------|---------------------|---------------------|--------------------|
| Machinery and equipment | \$ 614,263 | \$ 574,042 | \$ 882,528 |
| Leasehold improvements | 316,674 | 316,674 | 316,674 |
| Furniture and fixtures | 244,231 | 244,231 | 242,296 |
| Vehicles | 2,174,818 | 2,276,378 | 131,224 |
| Software | 71,293 | 71,293 | 79,362 |
| | <u>3,421,279</u> | <u>3,482,618</u> | <u>1,652,084</u> |
| Less: Accumulated depreciation | <u>(1,639,235)</u> | <u>(1,179,687)</u> | <u>(1,490,656)</u> |
| | 1,782,044 | 2,302,931 | 161,428 |
| Construction-in-progress | <u>1,687,072</u> | <u>-</u> | <u>-</u> |
| | <u>\$ 3,469,116</u> | <u>\$ 2,302,931</u> | <u>\$ 161,428</u> |

At December 31, 2022, construction-in-progress represents costs associated with the buildout of the new corporate headquarters, including various leasehold improvements and furniture and fixtures that will be placed in service on the date the new office space becomes available for use. (See Note 8.)

NOTE 7 - DEBT AND CREDIT ARRANGEMENTS

The Company maintains a revolving line of credit with a financial institution in a co-borrower arrangement with CSI, Bibibop, Bibibop Development and Bibibop Holdings. Terms of the line of credit allow for borrowings of up to \$20,000,000 and was set to mature on December 31, 2022. Effective December 31, 2022, the line of credit was amended to extend the maturity date to April 30, 2024. Accordingly, the line of credit has been classified as a long-term liability at December 31, 2022. There was \$20,000,000 in outstanding borrowings on the line of credit at December 31, 2022, 2021 and 2020. As of December 31, 2022 and 2021, the line of credit bears interest at the Company's option, of the forward-looking term secured overnight financing rate (4.30% and 0.10% at December 31, 2022 and 2021, respectively) plus 1.50% or the greater of the Prime Rate (7.50% and 3.25% at December 31, 2022 and 2021, respectively) minus 1.00% or 1.50%. As of December 31, 2020, the line of credit beared interest at the one-month London Interbank Offering Rate (LIBOR) rate (0.15% at December 31, 2020) plus 1.50% at December 31, 2020. The line is secured by substantially all business assets of the Company and co-borrowers. The line has associated affirmative, negative and financial covenants, the most restrictive of which is a Funded Debt to EBITDA requirement, as defined in the agreement.

GOSH ENTERPRISES, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022, 2021 AND 2020

NOTE 7 - DEBT AND CREDIT ARRANGEMENTS (Continued)

In October 2021, the Company entered into an interim promissory note (note) with a financial institution in a co-borrower arrangement with CSI, Bibibop, Bibibop Development and Bibibop Holdings. The note allows for a minimum advance amount of \$50,000 up to a maximum of \$2,000,000 with a final advance date of December 31, 2021. In December 2021, the note was amended to extend the maturity date through April 15, 2022. The note bore interest at the one-month LIBOR (0.10% at December 31, 2021) plus 2.25% and was secured by certain Company vehicles. As of December 31, 2021, the outstanding balance under the note was \$1,735,149. In 2022, the Company received additional proceeds of \$127,019 and the note was repaid through the execution of a business purpose promissory note by the co-borrowers and the financial institution.

The promissory note bears interest at 4.98% per annum and requires monthly principal and interest payments of \$29,973 through maturity in April 2029. It is secured by certain Company vehicles and has a 12-month prepayment lockout period. Upon the expiration of the lockout period, the Company may elect to prepay its obligations under the promissory note. The outstanding balance was \$1,650,965 as of December 31, 2022.

On April 9, 2020, the Company entered into a loan with a bank with a principal amount of \$1,497,237 pursuant to the Paycheck Protection Program (PPP) under the Coronavirus Aid, Relief and Economic Security Act (CARES Act). The PPP loan is evidenced by a promissory note and bears interest at a fixed annual rate of 1.00%, with the first six months of interest deferred. In June 2020, the Paycheck Protection Program Flexibility Act of 2020 (Flexibility Act) amended the terms of the CARES Act and modified the interest deferral period and principal repayment provisions of the PPP. Pursuant to the Flexibility Act, the deferral period of interest and principal payments has been revised to be the earlier of the date on which the amount of loan forgiveness is determined and remitted to the lender or 10 months following the end of the covered period. Repayment of amounts not forgiven would begin no later than August 2021. The PPP loan may be accelerated upon the occurrence of an event of default. It is unsecured and guaranteed by the United States Small Business Administration. The Company elected to forgo the application for forgiveness and anticipates repayment of principal and interest by the maturity date.

In March 2022, the PPP loan was amended and restated to extend the maturity date of the loan to April 2025. The amended and restated PPP loan bears interest at 0.98% per annum and requires equal monthly payments of principal and interest through the month prior to the amended maturity date, with a final payment of all unpaid principal plus accrued and unpaid interest on the amended maturity date.

GOSH ENTERPRISES, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022, 2021 AND 2020

NOTE 7 - DEBT AND CREDIT ARRANGEMENTS (Continued)

At December 31, 2022 the future aggregate maturities of long-term debt and the amended and restated PPP loan were as follows:

| <u>Year</u> | <u>Long-Term Debt</u> | <u>PPP Loan</u> | <u>Total Payments</u> |
|-------------|---------------------------|---------------------|---------------------------|
| 2023 | \$ 283,973 | \$ 645,412 | \$ 929,385 |
| 2024 | 298,442 | 637,803 | 936,245 |
| 2025 | 313,649 | 214,022 | 527,671 |
| 2026 | 329,630 | - | 329,630 |
| 2027 | 346,426 | - | 346,426 |
| Thereafter | <u>78,845</u> | <u>-</u> | <u>78,845</u> |
| Total | \$ <u>1,650,965</u> | \$ <u>1,497,237</u> | \$ <u>3,148,202</u> |

NOTE 8 - LEASES

The Company leases certain vehicles and office and computer equipment under long-term, noncancelable operating lease agreements that expire at various times through February 2027. It also leases certain office space under long-term, noncancelable operating leases. During 2021, the Company's existing office space lease ended, and it continued the lease on a month-to-month basis through February 2023, the date its new office space was available for use.

Effective January 1, 2022, the Company entered into a long-term noncancelable lease for new office space with Upper Arlington Center, LLC, a related party. The lease initially required monthly rental payments of \$75,000, which is inclusive of utilities and common area maintenance charges. In March 2022, the lease was amended to add additional space, increase the required monthly payments to \$80,263 and require the Company to pay a pro rata share of common area maintenance charges and real estate taxes. The office space lease is set to expire in December 2031 and provides for two 10-year renewal options, exercisable upon 30 days' prior written notice to the landlord. These renewal options are not included in the lease liability as of December 31, 2022 because they are not reasonably certain to be exercised.

The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

GOSH ENTERPRISES, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022, 2021 AND 2020

NOTE 8 - LEASES (Continued)

The lease cost and other required information for the years ended December 31, 2022 are:

| | | |
|--|----|-------------------------|
| Lease cost | | |
| Operating lease cost | \$ | 934,992 |
| Short-term lease cost | | <u>432,062</u> |
| Total Lease Cost | \$ | <u><u>1,367,054</u></u> |
| Other information | | |
| Cash paid for amounts included in the measurement of lease liabilities | | |
| Operating cash flows from operating leases | \$ | 934,992 |
| Weighted-average remaining lease term | | |
| Operating leases | | 8.97 years |
| Weighted-average discount rate | | |
| Operating leases | | 3.66% |

Future minimum lease payments and reconciliation to the balance sheet at December 31, 2022 are as follows:

| | <u>Operating Leases</u> |
|--|----------------------------|
| 2023 | \$ 976,072 |
| 2024 | 976,072 |
| 2025 | 976,072 |
| 2026 | 976,072 |
| 2027 | 965,312 |
| Thereafter | <u>3,852,640</u> |
| Total Future Undiscounted Lease Payments | 8,722,240 |
| Less: Interest | <u>(1,274,813)</u> |
| Lease Liabilities | <u><u>\$ 7,447,427</u></u> |

Under the prior lease accounting standard, minimum future rentals under noncancellable operating lease arrangements at December 31, 2021 totaled \$8,442 payable in 2022. Rent expense was \$459,832 and \$481,155 for the years ended December 31, 2021 and 2020, respectively.

GOSH ENTERPRISES, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022, 2021 AND 2020

NOTE 9 - CONTINGENCIES

In the ordinary course of business, the Company is subject to proceedings, lawsuits and other claims primarily related to competitors, customers, employees, franchisees, government agencies, intellectual property and suppliers. The Company is required to assess the likelihood of any adverse judgments or outcomes to these matters, as well as potential ranges of probable losses. A determination of the amount of accrual required, if any, for these contingencies is made after careful analysis of each matter. With respect to an outstanding matter with a former supplier, the Company has recorded a contingent liability totaling \$200,000 as of December 31, 2022, which is included in accrued expenses on the accompanying balance sheets. The liability represents managements best estimate of the minimum liability that the Company reasonably expects to pay. Management's best estimate of the maximum range of a possible damages award, including attorney's fees, could range from \$200,000 to \$1,500,000. Those estimates could change in the future due to new developments in the matter or changes in approach, such as a change in settlement strategy in dealing with this matter.

NOTE 10 - EMPLOYEE BENEFIT PLAN

The Company sponsors a defined contribution savings plan to provide retirement benefits under Section 401(k) of the Internal Revenue Code. Employees become fully vested in employer contributions upon completion of three years of service. Employees may elect to defer a percentage of their pretax annual compensation, as defined by the plan, not to exceed the annual limitation as defined by the Internal Revenue Service. The Company makes a matching contribution equal to 50% of the first 6% of a participant's elective deferrals to the plan. The Company may also make discretionary annual contributions. For the years ended December 31, 2022, 2021 and 2020, the Company made contributions of \$208,710, \$119,211 and \$300,519, respectively, to the plan.

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UNAUDITED FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

Gosh Enterprises, Inc
Balance Sheet
As of February 28, 2023

Assets

Current Assets

| | |
|-------------------------|------------|
| Cash & Cash Equivalents | 31,953,190 |
| Accounts Receivable | 2,914,274 |
| Other Current Assets | 189,119 |

Total Current Assets **35,056,583**

Property and Equipment

| | |
|------------------------------|-------------|
| CIP | 1,776,180 |
| Leasehold Improverment | 93,185 |
| Restaurant Equipment | 58,845 |
| Restaurant Equip - Story Ops | 110,506 |
| L.I. Store Ops | 223,489 |
| Furniture & Fixtures | 244,231 |
| Office Equipment | 543,662 |
| Vehicle | 2,174,818 |
| Operating Lease Asset | 7,447,427 |
| Accumulated Depreciation | (1,709,701) |

Total Property & Equipment **10,962,643**

Other Assets

| | |
|----------------------------------|-----------|
| Note Receivable - Shareholder | 0 |
| Note Receivable - Shareholder II | 0 |
| Note Receivable - Marimeter | 7,082,749 |
| Affiliate Receivable | 181,950 |
| Deferred Commission Asset | 792,559 |

Total Other Assets **8,057,258**

Total Assets **54,076,484**

Liabilities and Capital

Current Liabilities

| | |
|------------------------------|---------|
| Accounts Payable | 244,758 |
| Accrued Expenses | 527,796 |
| Accrued Expenses-Salaries | 583,186 |
| Accrued Expenses-Credit Card | 223,636 |

| | |
|--|-------------------|
| Accrued Expenses | 51,074 |
| Accrued Expenses-Great West | 244,702 |
| Accrued HSA | (8,942) |
| Gift Card Liability | 157,856 |
| Notes Payable - Current | 2,072,803 |
| Tesla Note Payable Current | 283,973 |
| Total Current Liabilities | 4,380,841 |
| Long Term Liabilities | |
| Notes Payable-Charity | 0 |
| Uncertain Tax Position | 284,142 |
| Marketing Fund | 1,640,561 |
| Operating Lease LT Liability | 6,728,721 |
| Operating Lease ST Liability | 718,706 |
| Notes Payable | 19,354,588 |
| Tesla Note Payable | 1,323,970 |
| Deferred Revenue | 7,449,559 |
| Security Deposits Liability | 10,000 |
| Total Long-Term Liabilities | 37,510,247 |
| Total Liabilities | 41,891,088 |
| Capital | |
| Withdrawal | (40,156,355) |
| Withdrawal-Solar Planet | (29,431,183) |
| Withdrawal-Bibibop | (32,569,000) |
| Withdrawal Lennys Holdings | (809,152) |
| Accum Other Comprehensive Inc | (97,843) |
| Common Stock | 500 |
| Additional Paid-In Capital | 37,220 |
| Retained Earnings | 121,053,914 |
| Note Receivable - Shareholder | (7,200,000) |
| Note Receivable - Shareholder II | (2,064,112) |
| Net Income | 3,421,405 |
| Total Capital | 12,185,395 |
| Total Liabilities & Capital | 54,076,484 |

Gosh Enterprises, Inc
Cash Flow Statement
As of February 28, 2023

| | <u>Current</u> | <u>YTD</u> |
|---|----------------------|----------------------|
| Operating Activities, Cash Flows Provided by or Used in: | | |
| Net Income | \$ 664,529 | \$ 3,421,405 |
| Depreciation and Amortization | \$ 33,512 | \$ 70,467 |
| Decrease (Increase) in Accounts Receivable | \$ (317,634) | \$ (507,580) |
| Increase (Decrease) in Accounts Payable | \$ (365,833) | \$ (153,224) |
| Prepaid Rent | \$ - | \$ - |
| Prepaid Expenses | \$ 20,530 | \$ 41,060 |
| Prepaid Insurance | \$ 12,811 | \$ 25,622 |
| Employee Payroll Receivable | \$ - | \$ - |
| Other Current Receive-Register | \$ - | \$ - |
| Deferred Tax Receivable | \$ - | \$ - |
| REBATE ASSET INVESTMENT | \$ (51,875) | \$ (133,000) |
| Operating Other Asset Change | \$ (13,421) | \$ (55,400) |
| Operating Current Liabilities | \$ (132,047) | \$ (340,359) |
| | <hr/> | <hr/> |
| Net Cash Flows From Operating Activities` | \$ (149,428) | \$ 2,368,991 |
| Investing Activities, Cash Flows Provided by or Used in: | | |
| Capital Expenditures | \$ (44,811) | \$ (116,565) |
| Investments | \$ - | \$ - |
| Other Cash Flows from Investing Activities | \$ (61,615) | \$ 147,737 |
| | <hr/> | <hr/> |
| Net Cash Flows from Investing Activities | \$ (106,426) | \$ 31,172 |
| Financing Activities, Cash Flows Provided by or Used in: | | |
| Dividends Paid | \$ (33,185) | \$ (59,948) |
| Sale (Repurchase) of Stock | \$ - | \$ - |
| Other Cash Flows From Financing Activities | \$ - | \$ - |
| | <hr/> | <hr/> |
| Net Cash Flows from Financing Activities | \$ (33,185) | \$ (59,948) |
| Effect of Exchange Rate Changes | \$ - | \$ - |
| | <hr/> | <hr/> |
| Net Increase (Decrease) in Cash and Cash Equivalents: | \$ (289,038) | \$ 2,340,214 |
| | <hr/> <hr/> | <hr/> <hr/> |
| Cash at Beginning | \$ 32,242,228 | \$ 29,612,976 |
| | <hr/> | <hr/> |
| Cash at End | \$ 31,953,190 | \$ 31,953,190 |

Gosh Enterprises, Inc**Profit & Loss**

As of February 28, 2023

| Total Departments | Current | YTD |
|---|------------------|------------------|
| Revenue | | |
| Franchise Fees | 243,250 | 481,750 |
| Royalties | 2,695,316 | 5,784,572 |
| Recovered Royalties | 0 | 0 |
| Royalty Adjustments | (17,295) | 11,995 |
| Total Revenue | 2,921,272 | 6,278,317 |
| Controllable Expenses | | |
| Employee Salary - Exempt | 895,699 | 1,778,824 |
| Employee Salary - Non Exempt | 0 | 0 |
| Employee - Temporary | 0 | 0 |
| F.I.C.A. | 67,781 | 131,799 |
| F.U.T.A. | 966 | 5,196 |
| S.U.T.A. | 9,921 | 32,344 |
| Commission | 30,933 | 40,333 |
| 401K Plan Match Contribution | 25,497 | 49,310 |
| HSA Employer Contribution | 5,500 | 7,904 |
| Workers Compensation | 907 | 1,813 |
| Employee Insurance | 140,518 | 276,235 |
| Employee Insurance Payment | (36,091) | (83,968) |
| Consulting | 44,471 | 142,571 |
| Broker Commissions | 0 | 0 |
| Total Payroll Expenses | 1,186,102 | 2,382,360 |
| Employee Benefits/Training | | |
| Employee Incentives | 10,760 | 21,214 |
| Training Support | 4,929 | 5,140 |
| Charitable Event Support | 0 | 0 |
| Employee Seminars | 0 | 575 |
| Employee Meals | 0 | 342 |
| Total Employee Benefits/Training | 15,688 | 27,271 |
| Office Expenses | | |
| Office Supplies | 11,695 | 18,716 |
| Copier | 1,707 | 2,866 |
| Delivery Services | 3,902 | 9,114 |
| Postage | 1,538 | 4,038 |
| Total Office Expenses | 18,842 | 34,733 |
| Utilities Expense | | |
| Telephone | 5,559 | 10,686 |
| Cellular Phone | 6,737 | 13,235 |
| Wireless Card | 0 | 0 |
| Internet T1 Line | 1,175 | 3,124 |
| Total Utilities Expense | 13,471 | 27,045 |

| | | |
|---|------------------|------------------|
| Maintenance & Services | | |
| Building Maintenance | 1,439 | 1,439 |
| Vehicle Maintenance | 3,028 | 5,576 |
| Register Maintenance | 896 | 896 |
| Computer Maintenance | 54,919 | 64,976 |
| Other Equipment Repairs | 375 | 375 |
| Total Maintenance & Services | 60,657 | 73,262 |
| Administration | | |
| Licenses & Permits | 12,532 | 21,994 |
| Bank Charges | 107 | 3,928 |
| Payroll Processing Fees | 9,263 | 16,635 |
| Business Insurance | 14,179 | 28,357 |
| Auto Insurance | 4,987 | 10,683 |
| Lease Expenses | 0 | 2,321 |
| Dues & Subscriptions | 27,603 | 74,357 |
| Recruiting Fees | 7,661 | 52,831 |
| Accounting & Tax Services | 350 | 11,297 |
| Professional Services | 1,520 | 1,520 |
| Bad Debt Expenses | 27,632 | 57,383 |
| Shared Services - Marketing | (125,844) | (245,855) |
| Shared Services | (183,800) | (367,600) |
| Other Expense | 3,200 | 3,200 |
| Total Administration | (200,611) | (328,947) |
| Legal | | |
| Corporate Legal | 7,916 | 14,818 |
| Franchise Registration | 12,457 | 32,495 |
| Total Legal | 20,373 | 47,313 |
| Travel Expenses | | |
| Airline Travel | 24,654 | 46,106 |
| Land Travel | 15,581 | 31,259 |
| Lodging | 29,277 | 60,115 |
| Meals and Entertainment | 30,631 | 50,728 |
| Auto Allowances | (13,000) | (26,000) |
| Total Travel Expenses | 87,143 | 162,210 |
| Sales Advertising | | |
| Magazines Advertising | 0 | 9,000 |
| Newspaper Advertising | 0 | 0 |
| Internet Advertising | 6,079 | 52,900 |
| Direct Mail Advertising | 0 | 0 |
| Other Advertising | 0 | 0 |
| Gift Cards | 0 | 0 |
| Total Sales Advertising | 6,079 | 61,900 |
| Franchise Support | | |
| Perspective Franchisee Lodging | 0 | 0 |
| Sales Material | 0 | 0 |
| Training Material | 1,039 | 2,070 |

| | | |
|--|------------------|------------------|
| Training Product Costs | 111 | 231 |
| Franchise Opening Materials | (1,911) | 2,413 |
| Franchise Relation | 1,565 | 4,209 |
| Franchise Incentives | 0 | 0 |
| Marketing Relief | 0 | 0 |
| Total Franchise Support | 805 | 8,924 |
| Research & Development | | |
| Product Testing Costs | 4,749 | 14,447 |
| Equipment Testing Costs | 0 | 0 |
| Brand Development Costs | 0 | 111 |
| Research and Development | 0 | 0 |
| Total Research & Development | 4,749 | 14,558 |
| Total Controllable Expenses | 1,213,298 | 2,510,627 |
| Non Controllable Expenses | | |
| Rent | | |
| Base Rent | 87,209 | 177,061 |
| Percent Rent | 0 | 0 |
| CAM & Related | 13,939 | 27,878 |
| Storage Rent | 553 | 3,262 |
| Other Rent | (33,700) | (33,700) |
| Real Estate Taxes | 0 | 0 |
| Personal Property Taxes | 0 | 0 |
| Total Rent | 68,001 | 174,501 |
| Depreciation & Amortization | | |
| Depreciation - Leasehold | 0 | 0 |
| Depreciation - Rest. Equip. | 89 | 188 |
| Dep-Restaurant Equip-Store Ops | 0 | 0 |
| Depreciation - Furniture | 0 | 0 |
| Depreciation - Equipment | 4,384 | 9,090 |
| Depreciation - Vehicle | 29,039 | 61,189 |
| Total Depreciation & Amortization | 33,512 | 70,467 |
| Total Non Controllable Expenses | 101,513 | 244,968 |
| Total Operating Expenses | 1,314,812 | 2,755,595 |
| N.O.I Before Bonus | 1,606,460 | 3,522,722 |
| Other | | |
| Bonus | 100 | 2,307 |
| Extra Ordinary Item | 5,633 | 179,159 |
| Total Other | 5,733 | 181,466 |
| Net Operating Income | 1,600,727 | 3,341,256 |
| Contribution | | |
| Contribution | 81 | 8,635 |

| | | | |
|---|---|------------------|------------------|
| Total Contribution | | 81 | 8,635 |
| Miscellaneous Income/Expenses | | | |
| Accrued Royalty Adjustments | | 0 | (114,291) |
| Dividend Income | - | (33,122) | (59,695) |
| Miscellaneous Income | - | 0 | (29,258) |
| CMF Design Income | - | 0 | 0 |
| Rebate Revenue | - | (15,613) | (36,179) |
| Rebate Expense | + | 86,520 | 146,607 |
| Short Term Realized (Gain)/Loss | + | 0 | (144,992) |
| Long Term Realized (Gain)/Loss | + | 0 | 0 |
| Unrealized (Gain)/Loss on Investment | + | 681,739 | (190,177) |
| Gain/Loss on Sale of Assets | | 0 | 0 |
| Accrued Labor / Rent UAC | + | 0 | (158,928) |
| Bonus Taxes & Benefits | + | 0 | 0 |
| Interest Exp | + | 104,542 | 221,244 |
| Interest Income | | | |
| Investment Management Fees | + | 0 | 10,446 |
| Suspense Account | + | (14,883) | 0 |
| Total Miscellaneous Income/Expenses | | 809,184 | (355,223) |
| Income Before Taxes | | 791,461 | 3,687,844 |
| Taxes | | | |
| Federal Income Taxes | | 0 | 0 |
| State Income Taxes | | 1,088 | 20,475 |
| City Income Taxes | | 0 | 109 |
| Foreign Tax | | 0 | 0 |
| Total Taxes | | 1,088 | 20,584 |
| Net Income | | 790,373 | 3,667,260 |
| Net Operating Cash Flow Before Bonus | | 1,639,972 | 3,593,189 |

EXHIBIT H

STATE SPECIFIC AMENDMENTS TO FRANCHISE DISCLOSURE DOCUMENT

**ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF CALIFORNIA**

1. Item 3 of the Franchise Disclosure Document is supplemented by the following language.

Neither Gosh Enterprises, Inc. nor any person listed in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq.*, suspending or expelling such parties from membership in such association or exchange.

2. Item 17 of the Franchise Disclosure Document is supplemented by the following language.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 *et seq.*).

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Franchise Agreement requires arbitration. The arbitration will occur in the offices of the American Arbitration Association located closest to our principal place of business (currently, Columbus, Ohio). If we file a claim in a judicial or arbitration proceeding for amounts you or any of your owners owe us or any of our affiliates, or if we enforce the Franchise Agreement in a judicial or arbitration proceeding, and we prevail in any such proceeding, you will have to reimburse us for all of our costs and expenses, including reasonable accounting, paralegal, expert witness and attorneys' fees. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a Franchise Agreement restricting venue to a forum outside the State of California.

The Franchise Agreement requires application of the laws of Ohio. This provision may not be enforceable under California law.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

You must sign a general release if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

The California Corporations Code 31512 provides that: “Any conditions, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of this law or any rule or order hereunder is void.” The Franchise Agreement requires a shortened statute of limitations period. Pursuant to Corporations Code Section 31512, this provision is void, to the extent that it is inconsistent with the provisions of Corporations Code Sections 31303 and 31304.

3. Item 22 of the Franchise Disclosure Document is supplemented by the following language.

No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee’s investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee’s understanding of the law and facts as of the time of the franchisee’s investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

4. SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

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

SEE THE COVER PAGE OF THE DISCLOSURE DOCUMENT FOR OUR URL ADDRESS. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

**ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF HAWAII**

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

**ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF ILLINOIS**

Risk Factors, State Cover Page. The following statement is added at the end of the first risk factor on the State Cover Page:

SECTION 4 OF THE ILLINOIS FRANCHISE DISCLOSURE ACT PROVIDES THAT ANY PROVISION IN A FRANCHISE AGREEMENT THAT DESIGNATES JURISDICTION OR VENUE IN A FORUM OUTSIDE OF ILLINOIS IS VOID WITH RESPECT TO ANY CAUSE OF ACTION WHICH OTHERWISE IS ENFORCEABLE IN ILLINOIS.

The following statement is added at the end of the second risk factor on the State Cover Page:

NOTWITHSTANDING THE FOREGOING, ILLINOIS LAW SHALL GOVERN THE FRANCHISE AGREEMENTS.

Item 17, Additional Disclosures. The following statements are added to Item 17:

The Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside of Illinois is void with respect to any action which is otherwise enforceable in Illinois.

The Illinois Franchise Disclosure Act requires that Illinois law apply to any claim arising under the Illinois Franchise Disclosure Act.

The conditions under which your Franchise Agreement can be terminated and your rights upon nonrenewal may be affected by Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Item 22, Additional Disclosure. The following statements are added to Item 22:

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Each provision of these Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to these Additional Disclosures. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

**ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF MARYLAND**

Item 17, Additional Disclosures. The following statements are added to Item 17:

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

The Code of Maryland Regulations COMAR 02.02.08.16L., states that a general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law. This may affect the enforceability of certain provisions in the Franchise Agreement relating to renewal, sale, assignment or transfer of the Franchise Agreement.

Any claims that a franchisee may have under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

A provision in the Franchise Agreement which terminates the agreement upon a franchisee's bankruptcy may not be enforceable under Title 11, United States Code Section 101.

Item 22, Additional Disclosure. The following statements are added to Item 22:

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Each provision of these Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to these Additional Disclosures. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

**ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF MICHIGAN**

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

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

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

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

(iv) the failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

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

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

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

Any questions regarding these Additional Disclosures shall be directed to the Department of the Attorney General, Consumer Protection Division, 670 Law Building, 525 West Ottawa Street, Lansing, Michigan 48913, (517) 373-7717.

*** NOTE: NOTWITHSTANDING PARAGRAPH (f) ABOVE, WE INTEND TO, AND YOU AGREE THAT WE AND YOU WILL, ENFORCE FULLY THE PROVISIONS OF THE ARBITRATION SECTION OF OUR AGREEMENTS. WE BELIEVE THAT PARAGRAPH (f) IS UNCONSTITUTIONAL AND CANNOT PRECLUDE US FROM ENFORCING THE ARBITRATION PROVISIONS.**

**ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF MINNESOTA**

Item 17, Additional Disclosures. The following statements are added to Item 17:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or the Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

Minnesota Rule 2860.4400J, among other things, prohibits us from requiring you to waive your rights to a jury trial or to consent to liquidated damages, termination penalties, or judgment notes; provided, that this part will not bar an exclusive arbitration clause.

Item 22, Additional Disclosures. The following statements are added to Item 22:

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Each provision of these Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the relevant Minnesota statute are met independently without reference to the Additional Disclosures. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

**ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF NEW YORK**

1. **State Cover Page.** The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. **Item 3, Additional Disclosure.** The following is added to the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order

or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent..

3. **Item 4, Additional Disclosure.** The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. **Item 5: Initial Fees.** The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. **Item 7: Renewal, Termination, Transfer and Dispute Resolution**

A. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for franchisee to renew or extend,” and Item 17(m), entitled “Conditions for franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

B. The following language replaces the “Summary” section of Item 17(d), titled “Termination by franchisee”:

You may terminate the agreement on any grounds available by law.

C. The following is added to the end of the “Summary” section of Item 17(j), titled “Assignment of contract by franchisor”:

However, no assignment will be made except to an assignee who in good faith

and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

D. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum", and Item 17(w), titled "Choice of law":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

Each provision of these Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16, are met independently without reference to these Additional Disclosures.

**ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF NORTH DAKOTA**

Item 17, Additional Disclosures. The following statements are added to Item 17:

The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

- A. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the 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 of North Dakota.
- D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
- E. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.
- F. Waiver of Trial by Jury: Requiring North Dakota franchises 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 damage.
- H. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise 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.
- J. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Each provision of these Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the relevant North Dakota statute have been met independently without reference to the Additional Disclosures. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF RHODE ISLAND

Item 17, Additional Disclosure. The following statement is added to Item 17:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

The provision of this Additional Disclosure shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Law are met independently without reference to this Additional Disclosure. The Additional Disclosure shall have no force or effect if such jurisdictional requirements are not met.

ADDITIONAL DISCLOSURES
REQUIRED BY THE COMMONWEALTH OF VIRGINIA

Item 17, Additional Disclosure. The following statement is added to Item 17:

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise Agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Item 22, Additional Disclosure. The following statements are added to Item 22:

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The provision of this Additional Disclosure shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this Additional Disclosure. The Additional Disclosure shall have no force or effect if such jurisdictional requirements are not met.

ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF WASHINGTON

Item 17, Additional Disclosures. The following statements are added to Item 17:

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.
2. RCW 19.100.180 may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.
3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Franchise Agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Franchise Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.
7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The provisions of this Additional Disclosure shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act are met independently without reference to this Additional Disclosure.

EXHIBIT I

STATE SPECIFIC AMENDMENTS TO FRANCHISE AGREEMENT

**Illinois
Maryland
Minnesota
New York
North Dakota
Rhode Island
Washington**

**AMENDMENT TO CHARLEYS RESTAURANT FRANCHISE AGREEMENT
FOR THE STATE OF ILLINOIS**

This Amendment to the Charleys Restaurant Franchise Agreement between **GOSH ENTERPRISES, INC.** (“GEI” or “we”) and _____ (“Franchisee” or “you”) dated _____ is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into the Franchise Agreement. This Amendment is being executed because: **(A)** the offer or sale of the franchise to you was made in the State of Illinois; **(B)** you are a resident of the State of Illinois; and/or **(C)** the Restaurant will be located or operated in the State of Illinois.

2. The following sentences are added at the end of Section 18.01:

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois. Your consent to jurisdiction and venue in the city closest to our principal place of business is applicable to arbitration hearings and matters related to or subject to arbitration, but such consent will not apply to cases that are not subject to arbitration. Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

3. The following sentence is added to the end of Section 18.04:

Except to the extent governed by the Federal Arbitration Act (9 U.S.C. §§ 1 *et seq.*), or other federal law, this Agreement will be governed by and construed in accordance with the laws of the State of Illinois, and the substantive law of Illinois will govern the rights and obligations of and the relationship between the parties.

4. The following sentence is added at the end of Section 18.05:

Section 27 of the Illinois Franchise Disclosure Act provides that causes of action under the Act must be brought within the earlier of: 3 years of the violation, 1 year after the franchisee becomes aware of the underlying facts or circumstances or 90 days after delivery to the franchisee of a written notice disclosing the violation.

5. The following sentences are added at the end of Section 19:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. Any capitalized term that is not defined in this Amendment shall have the meaning given it in the Franchise Agreement.

7. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect

if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, you on behalf of yourself and your owners acknowledge that you have read and understand the contents of this Amendment, that you have had the opportunity to obtain the advice of counsel, and that you intend to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment on _____.

GOSH ENTERPRISES, INC.,
an Ohio corporation

By: _____

Print Name: _____

Title: _____

FRANCHISEE

If a corporation, limited liability company or partnership:

By: _____

Print Name: _____

Title: _____

If Individuals:

By: _____

Print Name: _____

By: _____

Print Name: _____

**AMENDMENT TO CHARLEYS RESTAURANT FRANCHISE AGREEMENT
FOR THE STATE OF MARYLAND**

This Amendment to the Charleys Restaurant Franchise Agreement between **GOSH ENTERPRISES, INC.** (“GEI” or “we”) and _____ (“Franchisee” or “you”) dated _____ is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into the Franchise Agreement. This Amendment is being executed because: **(A)** the offer or sale of a franchise to you was made in the State of Maryland; **(B)** you are a resident of the State of Maryland; **(C)** the Restaurant will be located or operated in the State of Maryland.

2. Transfers, Renewal and General Release. The following sentence is added to the end of Sections 13.02(7), 15.03 and 19.08:

This release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Enforcement. The following sentence is added to the end of Section 18.01:

You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. Time Period to Bring Claims. The following sentence is added to the end of Section 18.05:

This limitation of claims provision shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law, which claim must be brought within 3 years after the grant of the franchise.

5. Miscellaneous. The following paragraphs are added at the end of Section 19:

All representations requiring prospective franchisees 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.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. Any capitalized term that is not defined in this Amendment shall have the meaning given it in the Franchise Agreement.

7. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

8. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, you on behalf of yourself and your owners acknowledge that you have read and understand the contents of this Amendment, that you have had the opportunity to obtain the advice of counsel, and that you intend to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment on _____.

GOSH ENTERPRISES, INC.,
an Ohio corporation

By: _____
Print Name: _____
Title: _____

FRANCHISEE

If a corporation, limited liability company or partnership:

By: _____
Print Name: _____
Title: _____

If Individuals:

By: _____
Print Name: _____

By: _____
Print Name: _____

**AMENDMENT TO CHARLEYS RESTAURANT FRANCHISE AGREEMENT
FOR THE STATE OF MINNESOTA**

This Amendment to the Charleys Restaurant Franchise Agreement between **GOSH ENTERPRISES, INC.** (“GEI” or “we”) and _____ (“Franchisee” or “you”) dated _____ is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Franchise Agreement. This Amendment is being executed because: **(A)** the offer or sale of a franchise to you was made in the State of Minnesota; **(B)** you are a resident of the State of Minnesota; and/or **(C)** the Restaurant will be located or operated in the State of Minnesota.

2. The following sentence is added to the end of Sections 13.02(7), 15.03 and 19.08:

Notwithstanding the foregoing, you will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

3. The following sentence is added to the end of Section 14.02:

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, Subdivision 3, 4, and 5 which requires, except in certain cases, that you be given 90 days’ notice of termination (with 60 days to cure) of the Franchise Agreement.

4. The following sentence is added to the end of Section 15.02:

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, Subdivision 3, 4, and 5 which requires, except in certain cases, that a franchisee be given 180 days’ notice for non-renewal of the Franchise Agreement.

5. The following sentences are added to the end of Sections 18.01:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota or requiring waiver of a jury trial. In addition, nothing in the Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

6. The following sentences are added to the end of Sections 18.02:

All references to our right to obtain injunctive relief are hereby amended to refer to our right to seek to obtain injunctive relief.

7. Any capitalized term that is not defined in this Amendment shall have the meaning given it in the Franchise Agreement.

8. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

9. Each provision of this Agreement shall be effective only to the extent that the jurisdictional requirements of the Minnesota law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, you on behalf of yourself and your owners acknowledge that you have read and understand the contents of this Amendment, that you have had the opportunity to obtain the advice of counsel, and that you intend to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment on _____.

GOSH ENTERPRISES, INC.,
an Ohio corporation

By: _____

Print Name: _____

Title: _____

FRANCHISEE

If a corporation, limited liability company or partnership:

By: _____

Print Name: _____

Title: _____

If Individuals:

By: _____

Print Name: _____

By: _____

Print Name: _____

**AMENDMENT TO CHARLEYS RESTAURANT FRANCHISE AGREEMENT
FOR THE STATE OF NEW YORK**

This Amendment to the Charleys Restaurant Franchise Agreement between **GOSH ENTERPRISES, INC.** (“GEI” or “we”) and _____ (“Franchisee” or “you”) dated _____ is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Franchise Agreement. This Amendment is being executed because: **(A)** the offer or sale of a franchise to you was made in the State of New York; **(B)** you are a resident of the State of New York; and/or **(C)** the Restaurant will be located in the State of New York.

2. Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Sections 680 – 695, may not be enforceable.

3. The following sentence is added to the end of Sections 3.02, 13.02(7), 15.03 and 19.08:

Any provision in this Agreement requiring you to sign a general release of claims against us does not release any claim you may have under New York General Business Law, Article 33, Sections 680-695.

4. The following sentence is added to the end of Section 18.02:

Our right to obtain injunctive relief exists only after proper proofs are made and the appropriate authority has granted such relief.

5. The following sentence is added to the end of Section 19.04:

We will not assign our rights under this Agreement, except to an assignee who in our good faith and judgment is willing and able to assume our obligations under this Agreement.

6. The following sentence is added to the end of Section 18.04:

Notwithstanding the foregoing, the New York Franchises Law shall govern any claim arising under that law.

7. Any capitalized term that is not defined in this Amendment shall have the meaning given it in the Franchise Agreement.

8. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

9. Each provision of this Agreement shall be effective only to the extent that the jurisdictional requirements of the New York law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

[Signature Page Follows.]

IN WITNESS WHEREOF, you on behalf of yourself and your owners acknowledge that you have read and understand the contents of this Amendment, that you have had the opportunity to obtain the advice of counsel, and that you intend to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment on _____.

GOSH ENTERPRISES, INC.,
an Ohio corporation

By: _____

Print Name: _____

Title: _____

FRANCHISEE

If a corporation, limited liability company or partnership:

By: _____

Print Name: _____

Title: _____

If Individuals:

By: _____

Print Name: _____

By: _____

Print Name: _____

**AMENDMENT TO CHARLEYS RESTAURANT FRANCHISE AGREEMENT
FOR THE STATE OF NORTH DAKOTA**

This Amendment to the Charleys Restaurant Franchise Agreement between **GOSH ENTERPRISES, INC.** (“GEI” or “we”) and _____ (“Franchisee” or “you”) dated _____ is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Franchise Agreement. This Amendment is being executed because: **(A)** the offer or sale of a franchise to you was made in the State of North Dakota; **(B)** you are a resident of the State of North Dakota; and/or **(C)** the Restaurant will be located in the State of North Dakota.

2. The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees:

A. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the 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 of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota franchises 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 damage.

H. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise 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.

J. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

3. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

5. Each provision of this Agreement shall be effective only to the extent that the jurisdictional requirements of the North Dakota law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, you on behalf of yourself and your owners acknowledge that you have read and understand the contents of this Amendment, that you have had the opportunity to obtain the advice of counsel, and that you intend to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment on _____.

GOSH ENTERPRISES, INC.,
an Ohio corporation

By: _____

Print Name: _____

Title: _____

FRANCHISEE

If a corporation, limited liability company or partnership:

By: _____

Print Name: _____

Title: _____

If Individuals:

By: _____

Print Name: _____

By: _____

Print Name: _____

**AMENDMENT TO CHARLEYS RESTAURANT FRANCHISE AGREEMENT
FOR THE STATE OF RHODE ISLAND**

This Amendment to the Charleys Restaurant Franchise Agreement between **GOSH ENTERPRISES, INC.** (“GEI” or “we”) and _____ (“Franchisee” or “you”) dated _____ is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into the Development Agreement. This Amendment is being executed because: **(A)** the offer or sale of the franchise to you was made in the State of Rhode Island; **(B)** you are a resident of the State of Rhode Island; and/or **(C)** the Restaurant is located in the State of Rhode Island.

2. The following language is added to Sections 18.01 and 18.04:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

3. Any capitalized term that is not defined in this Amendment shall have the same meaning given it in the Franchise Agreement.

4. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

5. Each provision of this Agreement shall be effective only to the extent that the jurisdictional requirements of the Rhode Island law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

[Signature Page Follows.]

IN WITNESS WHEREOF, you on behalf of yourself and your owners acknowledge that you have read and understand the contents of this Amendment, that you have had the opportunity to obtain the advice of counsel, and that you intend to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment on _____.

GOSH ENTERPRISES, INC.,
an Ohio corporation

By: _____

Print Name: _____

Title: _____

FRANCHISEE

If a corporation, limited liability company or partnership:

By: _____

Print Name: _____

Title: _____

If Individuals:

By: _____

Print Name: _____

By: _____

Print Name: _____

**AMENDMENT TO CHARLEYS RESTAURANT FRANCHISE AGREEMENT
FOR THE STATE OF WASHINGTON**

This Amendment to the Charleys Restaurant Franchise Agreement between **GOSH ENTERPRISES, INC.** (“GEI” or “we”) and _____ (“Franchisee” or “you”) dated _____ is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Franchise Agreement. This Amendment is being executed because: **(A)** the offer or sale of a franchise to you was made in the State of Washington; **(B)** you are a resident of the State of Washington; and/or **(C)** the Restaurant will be located or operated in the State of Washington.
2. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.
3. RCW 19.100.180 may supersede the Franchise Agreement in your relationship with GEI including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with GEI including the areas of termination and renewal of your franchise.
4. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Franchise Agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
5. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. Transfer fees are collectable to the extent that they reflect GEI’s reasonable estimated or actual costs in effecting a transfer.
7. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of yours, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of yours under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Franchise Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.
8. RCW 49.62.060 prohibits GEI from restricting, restraining, or prohibiting you from (i) soliciting or hiring any employee of a franchisee of GEI or (ii) soliciting or hiring any employee of GEI. As a result, any such provisions contained in the Franchise Agreement or elsewhere are void and unenforceable in Washington.

9. The phrase “and which we may require to be guaranteed by you and your Owners” is deleted from Section 13.02(5) of the Franchise Agreement.

10. The limits on compensatory damages in Section 18.06 of the Franchise Agreement shall not apply to Washington franchisees.

11. Any capitalized term that is not defined in this Amendment shall have the meaning given it in the Franchise Agreement.

12. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified in full force and effect.

13. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Washington law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, you on behalf of yourself and your owners acknowledge that you have read and understand the contents of this Amendment, that you have had the opportunity to obtain the advice of counsel, and that you intend to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment on _____.

GOSH ENTERPRISES, INC.,
an Ohio corporation

By: _____
Print Name: _____
Title: _____

FRANCHISEE

If a corporation, limited liability company or partnership:

By: _____
Print Name: _____
Title: _____

If Individuals:

By: _____
Print Name: _____

By: _____
Print Name: _____

EXHIBIT J

VETFRAN ADDENDUM TO FRANCHISE AGREEMENT

**VETFRAN PROGRAM ADDENDUM
TO THE CHARLEYS RESTAURANT FRANCHISE AGREEMENT**

This Addendum to the Franchise Agreement dated _____ (“Franchise Agreement”) between GOSH ENTERPRISES INC. (“GEI”), an Ohio corporation, and _____ (“Franchisee”), a _____, is entered into as of the __ day of _____, 20__.

RECITALS

In order to recognize the contribution of United States military personnel, attract new franchisees and encourage the development of franchised Charleys Restaurants, GEI has implemented a veterans incentive program (“VetFran Program”) for qualified veteran franchisees that develop and open new Charleys Restaurants.

Franchisee (or if Franchisee is an entity, a holder of at least a 51% ownership in Franchisee) is a veteran and has provided GEI with a DD Form 214 or other adequate documentation, as determined by GEI, demonstrating honorable discharge from the United States military.

Franchisee does not currently operate any Charleys Restaurants.

Since Franchisee’s development of the Charleys Restaurant to be located at _____ (the “Restaurant”) meets the criteria for the VetFran Program, GEI and Franchisee are entering into this Addendum to provide the VetFran Program benefits to Franchisee and to modify certain provisions of the Franchise Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Franchise Fee Reduction. Notwithstanding the provisions of Section 6.01 of the Franchise Agreement, Franchisee shall pay a reduced Franchise Fee to GEI in the amount of \$12,250.
2. Repayment of Reduced Franchise Fee on Transfer or Termination. If, prior to the first anniversary of the opening date of the Restaurant, (a) Franchisee transfers the Restaurant (or if Franchisee is an entity, any equity interests in Franchisee are transferred); or (b) GEI terminates the Franchise Agreement, then Franchisee must pay to GEI the portion of the Franchise Fee that was waived by GEI in the amount of \$12,250.
3. Capitalized Terms. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.
4. Limited Modification. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

5. Counterparts. This Agreement may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original and all of which together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission (including, without limitation, PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Addendum as of the day and year first above written.

GOSH ENTERPRISES, INC.,
an Ohio corporation

FRANCHISEE
If a corporation, limited liability company
or partnership:

By: _____

By: _____

Print Name: Charley Shin

Print Name: _____

Title: CEO

Title: _____

If Individuals:

By: _____

Print Name: _____

By: _____

EXHIBIT K
GENERAL RELEASE

GENERAL RELEASE

The following is our current general release language that we expect to include in a release that a franchisee and/or transferor may sign as part of a renewal or an approved transfer. We may, in our sole discretion, periodically modify the release.

General Release

THIS GENERAL RELEASE (the “**Release**”) is made and entered into on this _____ day of _____, 20____ (the “**Effective Date**”), by and between:

- Gosh Enterprises, Inc. (“**GEI**”), an Ohio corporation whose principal place of business is 5000 Arlington Centre Blvd. Suite 5300, Columbus, Ohio 43220 (“**Franchisor**”); and
- _____ a [resident of] [corporation organized in] [limited liability company organized in] _____ and having offices at _____ [“(Franchisee”)”] [“(Transferor”)”].

BACKGROUND:

- A. Franchisor and Franchisee are party to a Franchise Agreement dated _____ (the “**Agreement**”);
- B. Franchisor and Franchisee have agreed, pursuant to the Agreement, [to renew or extend Franchisee’s rights under the Agreement (the “**Renewal Transaction**”)] [to permit a transfer or assignment of _____ pursuant to the Agreement (the “**Transfer Transaction**”)], and in connection with the [Renewal Transaction] [Transfer Transaction], Franchisor and [Franchisee] [Transferor] have agreed to execute this Release, along with such other documents related to the approved [Renewal Transaction] [Transfer Transaction].

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

1. Release. [Franchisee] [Transferor], if they are an entity, on behalf of its affiliates and their respective shareholders, owners, partners, directors, officers, limited liability company members, managers, agents and employees, and their respective successors and assigns, and, if they are an individual, on behalf of their heirs, representatives, successors and assigns (the “**Franchisee Group**”), hereby forever release and discharge, and forever hold harmless Franchisor, its current and former affiliates and predecessors, and their respective shareholders, directors, officers, limited liability company members, managers, agents and employees, and their respective successors and assigns (the “**Franchisor Group**”), from any and all claims, demands, debts, liabilities, actions or causes of action, costs, agreements, promises, and expenses of every kind and nature whatsoever, at law or in equity, whether known or unknown, foreseen and unforeseen, liquidated or unliquidated, which the Franchisee Group and/or its owners had, have, or may have against any member of the Franchisor Group, including, without limitation, any claims or causes of

action arising from, in connection with or in any way related or pertaining, directly or indirectly, to the Agreement, the relationship created by the Agreement, or the development, ownership, or operation of a Charleys restaurant. The Franchisee Group further indemnifies and holds the Franchisor Group harmless against, and agrees to reimburse them for any loss, liability, expense, or damages (actual or consequential) including, without limitation, reasonable attorneys', accountants', and expert witness fees, costs of investigation and proof of facts, court costs, and other litigation and travel and living expenses, which any member of the Franchisor Group may suffer with respect to any claims or causes of action which any customer, creditor, or other third party now has, ever had, or hereafter would or could have, as a result of, arising from, or under the Agreement or the Charleys restaurant. The Franchisee Group and its owners represent and warrant that they have not made an assignment or any other transfer of any interest in the claims, causes of action, suits, debts, agreements, or promises described herein.

2. General Terms.

2.1. This Release shall be binding upon, and inure to the benefit of, each party's respective heirs, representatives, successors, and assigns.

2.2. This Release shall take effect upon its acceptance and execution by each of the parties hereto.

2.3. This Release may be executed in counterparts, and signatures exchanged by fax, and each such counterpart, when taken together with all other identical copies of this Release also signed in counterpart, shall be considered as one Release.

2.4. The captions in this Release are for the sake of convenience only, and shall neither amend nor modify the terms hereof.

2.5. This Release constitutes the entire, full, and complete agreement between the parties concerning the subject matter hereof, and supersedes all prior agreements and communications concerning the subject matter hereof. No other representations have induced the parties to execute this Release. The parties agree that they have not relied upon anything other than the words of this Release in deciding whether to enter into this Release.

2.6. No amendment, change, or variance from this Release shall be binding on either party unless in writing and agreed to by all of the parties hereto.

2.7. [For California franchisees, add this paragraph]: [Franchisee] [Transferor] on behalf of the Franchisee Group expressly waives and relinquishes all rights and benefits which it may now have or in the future have under and by virtue of California Civil Code Section 1542. The parties do so understanding the significance and consequence of such specific waiver. Section 1542 provides that "[a] general release does not extend to claims which the creditor does not know or suspect 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." For the purpose of implementing a general release and discharge as described in Section 1. above, the parties expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all claims described in Section 1 above

which the parties do not know or suspect to exist in their favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claims.

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Release in duplicate on the day and year first above written.

GOSH ENTERPRISES, INC.
Franchisor

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT L

WALMART LOCATION ADDENDUM TO FRANCHISE AGREEMENT

**ADDENDUM TO THE CHARLEYS RESTAURANT FRANCHISE AGREEMENT
FOR A WALMART STORE LOCATION**

THIS ADDENDUM to the Charleys Restaurant Franchise Agreement by and between **GOSH ENTERPRISES, INC.** (“we”, “us” or “GEI”) and _____ (“Franchisee” or “you”) is entered into and made effective as of _____.

RECITALS

A. Pursuant to a Charleys Restaurant Franchise Agreement dated as of _____ (“**Franchise Agreement**”), we granted you the right to develop and operate a franchised Charleys Restaurant (the “**Restaurant**”) within a Walmart®-branded retail store (a “Walmart Store”).

B. The parties desire to amend the Franchise Agreement as reflected in this Addendum.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, the parties agree as follows:

1. **Walmart Location.** You represent, and in connection with signing this Addendum have provided us (or agree to provide promptly upon our request) relevant supporting documentation, that you signed a Sub-Sublease with our affiliate, CPS Sites LLC (the “Sub-Sublease”), whereby you have the right to occupy the Restaurant premises, which is located within an existing Walmart Store.

2. **Default and Termination.** The following section 14.02(12) is added to the end of Section 14.02 of the Franchise Agreement:

(12) remain in material default beyond the applicable cure period under the Sub-Sublease and/or the Sub-Sublease expires or is terminated.

3. **Miscellaneous.** The Recitals are hereby incorporated into this Addendum by this reference. The captions in this Addendum are for convenience only. All capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. **Limited Modification.** The Franchise Agreement and this Addendum constitute the entire, full and complete agreement between the parties concerning the matters herein and supersede any and all prior agreements. In the event of a conflict between the terms of the Franchise Agreement and this Addendum, the terms of this Addendum shall control. Except as amended, modified or supplemented by this Addendum, the terms and conditions of the Franchise Agreement are hereby ratified and confirmed.

5. **Counterparts.** This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Addendum by electronic transmission (including an electronic signature platform such as DocuSign or the transmission of a scanned PDF document) shall be effective as delivery of a manually executed counterpart of this Addendum.

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Addendum, which is made effective as of the day and year first noted above.

GOSH ENTERPRISES, INC.,
an Ohio corporation

By: _____

Print Name: _____

Title: _____

FRANCHISEE

If a business entity:

By: _____

Print Name: _____

Title: _____

If Individuals:

By: _____

Print Name: _____

By: _____

EXHIBIT M
SUB-SUBLEASE AGREEMENT
(WALMART LOCATIONS)

BASIC SUB-SUBLEASE TERMS

(WM#___, [City, State])

Sub-Sublandlord: CPS Sites LLC, an Ohio limited liability company

Sub-Subtenant: _____, a _____ [corporation or company]

Sublandlord: Concept Development Solutions LLC, a Florida limited liability company

Master Landlord: Wal-Mart Stores East, LP, Wal-Mart Stores, Inc., Wal-Mart Louisiana, LLC, Wal-Mart Stores Texas, LLC, and/or Wal-Mart Stores Arkansas, LLC

Master Lease: That certain Master Lease Agreement dated May 10, 2012 (the “Master Lease”), among Sublandlord and Master Landlord. Pursuant to the Master Lease, Master Landlord and Sublandlord have or will execute an “Attachment A” in and for the specific the premises described therein that will incorporate such premises into the Master Lease and become the “Sub-Sublease Premises” hereunder (“Attachment A”).

Master Sublease: That certain Master Sublease Agreement dated _____, 20___, by and between Sublandlord and Sub-Sublandlord. Pursuant to the terms of the Master Sublease, Sublandlord and Sub-Sublandlord have or will execute a Letter of Acceptance in and for the Sub-Sublease Premises (as defined below), and following the execution of the Letter of Acceptance and corresponding issuance of an Attachment A per the terms of the Letter of Acceptance, have or will issue a sublease under the Master Sublease specifically applicable the Sub-Sublease Premises. The Master Sublease Agreement, the Letter of Acceptance, the sublease referred to herein and all attachments to such documents are hereinafter collectively, the “Master Sublease”). The Master Sublease is attached hereto as **Schedule 1**. In addition, Sub-Subtenant hereby acknowledges and agrees that Sub-Subtenant has received a copy of the Master Lease, appropriately redacted, if required by Master Landlord or Sublandlord. The Master Lease and the Master Sublease are hereinafter collectively referred to as the “Master Sublease Documents.”

Sub-Sublease Premises: The Sub-Sublease Premises described in Attachment A, which such Sub-Sublease Premises shall be subject to all terms and provisions set forth in the Master Sublease Documents.

Term: 10 years with one (1) five-year extension option upon the mutual consent of Master Landlord and Sub-Subtenant.

Commencement Date: The earlier of (a) _____ or (b) the first date Sub-Subtenant is open for business on the Sub-Sublease Premises.

Expiration Date: Subject to any extension option as herein provided and subject to all terms and conditions set forth herein, the 10th anniversary of the Commencement Date, as modified in accordance with Section 3.4 of the Master Lease. Accordingly, if the anniversary date falls between July 1 and December 31 of a given year, then the Expiration Date extends to January 31 of the following year.

Fees and Rent: See Section 4 of Sub-Sublease.

Sub-Subtenant's Address for Notices: _____

Attn:

Sub-Sublandlord's Address for Notices: CPS Sites LLC
5000 Arlington Centre Blvd., Suite 5300
Columbus, Ohio 43220

Use: Per the terms of Master Sublease Documents

SUB-SUBLEASE

This Sub-Sublease (“Sub-Sublease”) is dated _____, 20__, for reference purposes only, and is entered into by and between CPS Sites LLC, an Ohio limited liability company (“Sub-Sublandlord”) and [legal entity name], a _____ [corporation] [or] [limited liability company] (“Sub-Subtenant”), as a sub-sublease under the Master Sublease Documents. All initially capitalized terms used herein and not otherwise expressly defined herein shall have the meanings given to such terms in the Basic Sub-Sublease Terms or Master Sublease Documents.

R E C I T A L S

A. WHEREAS, Sub-Sublandlord, as a Subtenant, subleases the Sub-Sublease Premises from the Sublandlord; and

B. WHEREAS, Sub-Subtenant desires to sublease from Sub-Sublandlord, and Sub-Sublandlord desires to sublease to Sub-Subtenant, the Sub-Sublease Premises, on all of the same terms and conditions as the provided in the Master Sublease Documents applicable to the Sub-Sublease Premises as though Sub-Sublandlord were the Sublandlord and Sub-Subtenant were the Subtenant thereunder, subject to the terms of this Sub-Sublease.

A G R E E M E N T

NOW, THEREFORE, the parties agree as follows:

1. Sub-Sublease Premises. Sub-Sublandlord hereby subleases to Sub-Subtenant and Sub-Subtenant hereby subleases from Sub-Sublandlord the Sub-Sublease Premises, upon and subject to all of the terms, covenants, rentals and conditions hereinafter set forth.

2. Term. The Term of this Sub-Sublease is as set forth in the Basic Sub-Sublease Terms, unless sooner terminated pursuant to the terms hereof or the Master Sublease Documents.

3. Delivery and Acceptance. The Sub-Sublease Premises shall be delivered to Sub-Subtenant in its “as is” condition on the date that Sub-Subtenant takes possession thereof (*also see* Section 11 of this Sub-Sublease below), subject to Sub-Subtenant’s construction obligations and liabilities associated with the Sub-Sublease Premises as set forth in the Master Sublease Documents as applicable to the Sub-Sublease Premises.

4. Fees and Rent. In consideration of this Sub-Sublease, Sub-Subtenant shall pay directly to Sub-Sublandlord the following:

(a) an advance payment of One Thousand Dollars (\$1,000.00) (the “Advance Payment”) to be applied against subsequent amounts due under this Sub-Sublease;

(b) a one-time placement fee of Seven Hundred Fifty Dollars (\$750.00) (the “Placement Fee”);

(c) a weekly Rent/CAM/Utility fee equal to **ten percent (10%)** of weekly Gross Sales for the Sub-Sublease Premises, with a minimum of Two Hundred Fifty Dollars (\$250.00) (the “Rent”);

(d) a weekly digital menu board support fee of fifteen dollars (\$15) for the Sub-Sublease Premises (the “Digital Fee”);

(e) a leased premises improvement charge, if applicable, and as designated in the applicable Master Sublease Documents (the “LPIC”);

(f) an architectural fee, if applicable, and as designated in the applicable Master Sublease Documents (the “Arch Fee”); and

(g) any other fee as may be applicable to the Sub-Sublease Premises pursuant to the applicable Master Sublease Documents.

The Advance Payment and Placement Fee shall be due and payable immediately upon execution of this Sub-Sublease. Notwithstanding anything to the contrary in the Master Sublease Documents, the Rent and the Digital Fee shall be paid directly to Sub-Sublandlord **via Automated Clearing House (ACH) debit on or before Wednesday of each week with respect to the Gross Sales incurred during the immediately preceding week.** In addition, the Gross Sales reporting required by Appendix-1 (Addendum) to the Master Lease shall be provided directly to Sub-Sublandlord on at least a weekly basis along with a calendar-month summary Gross Sales report provided to Sub-Sublandlord no later than the third (3rd) calendar day of each month and **all Gross Sales reporting shall include transaction counts.** The LPIC and Arch Fee, if any, shall be due and payable to Sub-Sublandlord 10 days prior to the applicable Delivery Date (as described in Section A-II of Attachment A). Any payment of Rent not paid on the due date thereof shall be subject to the late charges and interest as per the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises.

5. **Insurance.** Sub-Subtenant, at its sole cost and expense, shall maintain for the benefit of Sub-Subtenant, Sub-Sublandlord, Sublandlord, and Master Landlord, and naming Sub-Sublandlord, Sublandlord, and Master Landlord as additional insureds, all insurance as required under the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises. All policies or certificates with receipts evidencing payment of the premiums therefor, shall be delivered to Sub-Sublandlord, Sublandlord and Master Landlord prior to the Commencement Date.

6. **Consent of Sublandlord and Master Landlord.** With respect to any approval or consent required to be obtained from the Sublandlord and/or the Master Landlord per the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises, such approval or consent must be obtained from each of Sub-Sublandlord, Sublandlord and Master Landlord and, without limiting the reasons, the approval of Sub-Sublandlord may be withheld if Sublandlord or Master Landlord approval or consent is not obtained.

7. **Assumption/Subject to Sublease and Master Lease.** For the benefit of the Sublandlord and Master Landlord, Sub-Subtenant assumes the obligations and rights of Sublandlord and Sub-Sublandlord under the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises. Further, this Sub-Sublease is and at all times shall be subject and subordinate to the Master Sublease Documents as specifically applicable to

the Sub-Sublease Premises and the rights of the Sublandlord and Master Landlord respectively thereunder. Sub-Subtenant shall not commit or permit to be committed on the Sub-Sublease Premises any act or omission which shall violate any term or condition of the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises. Sub-Subtenant hereby expressly assumes and agrees to comply with all provisions of the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises and to perform all the obligations on the part of the Sub-Sublandlord and Sublandlord to be performed under the terms of the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises. In the event of a conflict between the provisions of this Sub-Sublease and the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises, as between Sub-Sublandlord and Sub-Subtenant, the provisions of this Sub-Sublease shall control.

8. Incorporation of Sublease and Master Lease/Interpretation. The terms, provisions and conditions contained in the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises are incorporated herein by reference, and are made a part hereof as if set forth at length as applicable to the Sub-Sublease Premises, provided, however, that with respect to work, services, repairs, restoration, insurance or the performance of any other obligation of Sub-Sublandlord, the sole obligation of Sub-Sublandlord shall be to request the same in writing from Sublandlord or Master Landlord as the case may be as and when requested to do so by Sub-Subtenant, and to use Sub-Sublandlord's reasonable good faith efforts (provided Sub-Subtenant pays all reasonable third party out-of-pocket costs incurred by Sub-Sublandlord in connection therewith).

Sub-Subtenant acknowledges that it has received a copy of and has reviewed and is familiar with the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises. Sub-Subtenant further acknowledges that it is bound by the terms and conditions of the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises and agrees to comply with all duties and obligations of Sub-Sublandlord, as subtenant thereunder, during the Term of this Sub-Sublease.

9. Default.

(a) Upon the occurrence of Sub-Subtenant's default of its obligations hereunder (subject to the cure periods provided in the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises), Sub-Sublandlord shall have remedies available at law or in equity, and any and all remedies shall be cumulative and nonexclusive.

(b) An event of default shall be further deemed to occur under this Sub-Sublease in the event that Sub-Subtenant (or its owner or affiliate) shall remain in default beyond the applicable cure period under any other agreement with Sub-Sublandlord or its affiliates (i.e., franchise agreement with Gosh Enterprises, Inc.). Sub-Subtenant shall grant Sub-Sublandlord a first security interest in all furniture, fixtures and equipment until expiration of the Sub-Sublease as security for the payment of all Rent and other obligations under this Sub-Sublease.

(c) If Sub-Subtenant is in default of its obligations under this Sub-Sublease, Sub-Sublandlord may cure the default and Sub-Subtenant shall forthwith pay to Sub-Sublandlord, as additional Rent, a sum of money equal to all amounts expended by Sub-Sublandlord in curing such default. If suit is brought by Sub-Sublandlord on account of any

default of Sub-Subtenant and if such default is established, Sub-Subtenant shall pay to Sub-Sublandlord all expenses of such suit including reasonable attorney's fees. Any payment by Sub-Subtenant of a sum of money less than the entire amount due Sub-Sublandlord at the time of such payment shall be applied to the obligations of Sub-Subtenant then furthest in arrears. No endorsement or statement on any check or accompanying any payment shall be deemed an accord and satisfaction and any payment accepted by Sub-Sublandlord shall be without prejudice to Sub-Sublandlord's right to obtain the balance due or pursue any other remedy available to Sub-Sublandlord both in law and in equity.

Notwithstanding anything contained herein to the contrary, in the event Sub-Subtenant receives from Sub-Sublandlord any notice to cure any default under the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises which notice is based upon cure periods available to Sub-Sublandlord pursuant to the Master Sublease Documents, Sub-Subtenant shall cure such condition at least two (2) business days prior to the time required of Sub-Sublandlord for the cure thereof with respect to monetary defaults and at least ten (10) days prior to the time required of Sub-Sublandlord for the cure thereof with respect to non-monetary defaults.

10. Condition of the Sub-Sublease Premises. Sub-Subtenant is subleasing the Sub-Sublease Premises on an "AS IS" basis, and Sub-Sublandlord has made no representations or warranties, express or implied, with respect to the condition of the Sub-Sublease Premises as of the Commencement Date. Sub-Sublandlord shall have no obligation whatsoever to make or pay the cost of any alterations, improvements or repairs to the Sub-Sublease Premises. Sub-Sublandlord shall have no obligation to perform any of the repairs required to be performed by Sublandlord under the terms of the Master Sublease Documents or Master Landlord under the terms of the Master Lease as specifically applicable to the Sub-Sublease Premises. Without waiving, or modifying, any required consent rights, in the event that Sub-Subtenant makes any alterations to the Sub-Sublease Premises, Sub-Subtenant shall be solely responsible at its own cost, and at Sub-Sublandlord's election upon the expiration or earlier termination of this Sub-Sublease (if the Sub-Sublandlord so requires at that time) or the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises (if the Sublandlord or Master Landlord so requires at that time) to remove part or all alterations made for or on behalf of the Sub-Subtenant and restore the Sub-Sublease Premises to the condition existing prior to such alterations.

11. Entire Agreement. This Sub-Sublease, the Basic Sub-Sublease Terms and the provisions of the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises incorporated herein by the express terms of this Sub-Sublease constitute the complete and exclusive agreement among the parties with respect to the matters contained herein and supersede all prior written or oral agreements or statements by and among the parties hereto, provided that this Sub-Sublease shall be at all times subject to all of the terms and conditions of the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises.

12. Counterparts/Signatures. This Sub-Sublease may be executed in counterparts, each of which will constitute an original, but all of which together will constitute one and the same instrument. The parties agree that facsimile, emailed or photocopied signatures hereon will be deemed originals for all purposes.

13. Guaranty. This Sub-Sublease shall be conditioned upon Guarantor's execution and delivery of the Guaranty in the form attached hereto as Exhibit A.

14. Care and Restoration. Without limiting any other provision of this Sub-Sublease or the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises, Sub-Subtenant shall take good care of the Sub-Sublease Premises, suffer no waste or injury thereto and shall comply with all laws, orders and regulations which are imposed on Sub-Sublandlord and are applicable to the Sub-Sublease Premises and Sub-Subtenant's use thereof.

15. Termination. If for any reason the term of the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises is terminated prior to the Expiration Date of this Sub-Sublease, this Sub-Sublease shall thereupon terminate, and Sub-Sublandlord shall not be liable to Sub-Subtenant by reason thereof for damages or otherwise, except that Sub-Sublandlord shall return to Sub-Subtenant a portion of any Rent paid in advance by Sub-Subtenant, if any, prorated as of the date of the termination of this Sub-Sublease.

16. Sub-Sublandlord's Obligations. Under no circumstances shall Sub-Sublandlord be liable for the loss of or injury to persons or property, occurring, in connection with or incidental to the failure of any heating, air-conditioning, utilities, or services nor shall any such failure relieve Sub-Subtenant from its duty to pay the full amount of Rent owing hereunder, or constitute a constructive or other eviction occurring after the Commencement Date of Sub-Subtenant. Sub-Subtenant hereby releases Sub-Sublandlord from any obligation under the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises or hereunder to deliver or perform or to cause Master Landlord to deliver or perform any such service, repair, replacement or restoration.

17. Indemnification.

(a) Notwithstanding any provision to the contrary contained in this Sub-Sublease, except to the extent caused by the gross negligence, fraud, or willful misconduct of Sub-Sublandlord, Sub-Subtenant shall protect, defend, indemnify and save harmless, Sub-Sublandlord from and against all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees and related disbursements, which may be imposed upon or incurred by or asserted against Sub-Sublandlord by reason of any of the following occurring during the Term of this Sub-Sublease:

(i) any work or thing done or condition created by Sub-Subtenant in, on or about the Sub-Sublease Premises or any part thereof;

(ii) any utilities, services, repairs, replacements or restorations requested by Sub-Subtenant from Master Landlord;

(iii) any use, non-use, possession, occupation, operation, maintenance or management by Sub-Subtenant of the Sub-Sublease Premises or any part thereof, or passageway entrance or space adjacent thereto;

(iv) any negligence or willful misconduct on the part of Sub-

Subtenant or any of its agents, contractors, servants, employees or licensees;

(v) any accident, injury or damage to any person or property occurring in, on or about the Sub-Sublease Premises or any part thereof, or any passageway, entrances or space adjacent thereto;

(vi) any failure on the part of Sub-Subtenant to keep, observe and perform any of the terms, covenants, agreements, provisions, conditions or limitations contained in this Sublease on Sub-Subtenant's part to be kept, observed and performed; or

(vii) the termination of this Sub-Sublease by reason of the occurrence of an event of default caused by Sub-Subtenant.

(b) In furtherance of the foregoing, Sub-Subtenant shall not (i) do or permit to be done anything prohibited to Sub-Sublandlord, as subtenant under the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises, or (ii) take any action or do or permit any action which would result in any additional cost or other liability to Sub-Sublandlord under the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises or this Sub-Sublease.

(c) In addition to, and not in limitation of the undertakings of herein above, to the extent that Sub-Sublandlord has agreed to indemnify Master Landlord and Sublandlord, so in this Sublease, Sub-Subtenant likewise agrees to indemnify Sublandlord and Master Landlord.

(d) In case any action or proceeding is brought against Sub-Sublandlord by reason of any such claim, Sub-Subtenant, upon written notice from Sub-Sublandlord, shall, at Sub-Subtenant's sole cost and expense, resist or defend such action or proceeding by counsel and no approval of counsel shall be required in each and every instance where the claim is resisted or defended by counsel of an insurance carrier obligated so to resist or defend such claim.

[18. CASp Disclosure. Pursuant to California Civil Code Section 1938, Sub-Sublandlord hereby discloses, and Sub-Subtenant hereby acknowledges, that the Sub-Sublease Premises have not been inspected by a Certified Access Specialist ("CASp"). California Civil Code Section 1938 also requires that this Sub-Sublease contain the following statement: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs to correct violations of the construction related accessibility standards within the premises." In accordance with the foregoing, Sub-Subtenant, upon at least thirty (30) days' prior written notice to Sub-Sublandlord, shall have the right to require a CASp inspection of the Sub-Sublease Premises. If Sub-Subtenant requires a CASp inspection of the Sub-Sublease Premises, then: (i) Sub-Sublandlord and Sub-Subtenant shall mutually agree on the

arrangements for the time and manner of the CASp inspection during such thirty (30) day period; (ii) Sub-Subtenant shall be solely responsible to pay the cost of the CASp inspection as and when required by the CASp; and (iii) Sub-Subtenant shall pay to Sub-Sublandlord, as and when required by Sub-Sublandlord, the cost of making any repairs to correct violations of the construction related accessibility standards within or relating to the Sub-Sublease Premises, if such payment obligation is owed by Sub-Sublandlord as tenant under the Sublease.]

IN WITNESS WHEREOF, the parties have executed this Sub-Sublease as of the day and year first above written.

SUB-SUBLANDLORD:

CPS Sites LLC,
an Ohio limited liability company

By: _____
Name: Charley M. Shin
Title: Manager

SUB-SUBTENANT:

[_____] ,
a [_____] [corporation or company]

By: _____
Name: _____
Title: _____

EXHIBIT A
GUARANTY
[TO BE ATTACHED]

GUARANTY

(WM# ___, [City, State])

In consideration of, and as an inducement for the granting, execution and delivery of the Sub-Sublease, executed or to be executed on or about the date hereof (the "Sub-Sublease") between CPS Sites LLC, the Sub-Sublandlord therein named ("Sub-Sublandlord", which term shall be deemed to include the named Sub-Sublandlord and its successors and assigns) and [_____], the Sub-Subtenant therein named ("Sub-Subtenant", which term shall be deemed to include the named Sub-Subtenant and its successors and assigns) related to certain premises located at a Walmart store #___ in [City], [State] (the "Premises"), and in further consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration paid by Sub-Sublandlord to the undersigned, the receipt and sufficiency of which are hereby acknowledged, the undersigned _____, whose address is _____ ("Guarantor", which term shall be deemed to include the named Guarantor and its successors and assigns), hereby guarantees, absolutely and unconditionally, to Sub-Sublandlord the full and prompt payment of any and all charges and sums (including, without limitation, Sub-Sublandlord's legal expenses and reasonable attorneys' fees and disbursements) payable by Sub-Subtenant under the Sub-Sublease, and hereby further guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by Sub-Subtenant; and Guarantor hereby covenants and agrees to and with Sub-Sublandlord that if default shall at any time be made by Sub-Subtenant in the payment of any charges and sums, or if Sub-Subtenant should default in the performance and observance of any of the terms, covenants and conditions contained in the Sub-Sublease, Guarantor shall and will forthwith pay any and all charges and sums, to Sub-Sublandlord and any arrears thereof, and shall and will forthwith faithfully perform and fulfill all of such terms, covenants and conditions and will forthwith pay to Sub-Sublandlord all damages that may arise in consequence of any default by Sub-Subtenant under the Sub-Sublease, including, without limitation, all reasonable attorneys' fees, and disbursements incurred by Sub-Sublandlord or caused by any such default or the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional guaranty of payment (and not of collection) and of performance. The liability of Guarantor is co-extensive with that of Sub-Subtenant and this Guaranty shall be enforceable against Guarantor without the necessity of any suit or proceeding on Sub-Sublandlord's part of any kind or nature whatsoever against Sub-Subtenant and without the necessity of any notice of non-payment, non-performance or non-observance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives. Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of (a) the assertion or the failure to assert by Sub-Sublandlord against Sub-Subtenant of any of the rights or remedies reserved to Sub-Sublandlord pursuant to the terms, covenants and conditions of the Sub-Sublease, or (b) any non-liability of Sub-Subtenant under the Sub-Sublease, whether by insolvency, discharge in bankruptcy, or any other defect or defense which may now or hereafter exist in favor of Sub-Subtenant.

This Guaranty shall be a continuing guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of (a) any assignment,

renewal, modification, amendment or extension of the Sub-Sublease, or (b) any period of time Sub-Subtenant remains in possession after the expiration of the Term of the Sub-Sublease either on a month-to-month basis, as a holdover, as a tenant at sufferance or in any other legal capacity, or (c) any modification or waiver of or change in any of the terms, covenants and conditions of the Sub-Sublease by Sub-Sublandlord and Sub-Subtenant, or (d) any extension of time that may be granted by Sub-Sublandlord to Sub-Subtenant, (e) any consent, release, indulgence or other action, inaction or omission under or in respect of the Sub-Sublease, or (f) any dealings or transactions or matter or thing occurring between Sub-Sublandlord and Sub-Subtenant, or (g) any bankruptcy, insolvency, reorganization, liquidation, arrangement, Sub-Sublease for the benefit of creditors, receivership, trusteeship or similar proceeding affecting Sub-Subtenant, whether or not notice thereof or of any thereof is given to Guarantor.

Should Sub-Sublandlord be obligated by any bankruptcy or other law to repay to Sub-Subtenant or to Guarantor or to any trustee, receiver or other representative of either of them, any amounts previously paid, this Guaranty shall be reinstated in the amount of such repayments. Sub-Sublandlord shall not be required to litigate or otherwise dispute its obligations to make such repayments if it in good faith believes that such obligation exists.

No delay on the part of Sub-Sublandlord in exercising any right, power or privilege under this Guaranty or failure to exercise the same shall operate as a waiver of or otherwise affect any such right, power or privilege, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

No waiver or modification of any provision of this Guaranty nor any termination of this Guaranty shall be effective unless in writing, signed by Sub-Sublandlord; nor shall any such waiver be applicable except in the specific instance for which given.

All of Sub-Sublandlord's rights and remedies under the Sub-Sublease and under this Guaranty, now or hereafter existing at law or in equity or by statute or otherwise, are intended to be distinct, separate and cumulative and no exercise or partial exercise of any such right or remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

Guarantor agrees that whenever at any time or from time to time Guarantor shall make any payment to Sub-Sublandlord or perform or fulfill any term, covenant or condition hereunder on account of the liability of Guarantor hereunder, Guarantor will notify Sub-Sublandlord in writing that such payment or performance as the case may be, is for such purpose. No such payment or performance by Guarantor pursuant to any provision hereof shall entitle Guarantor by subrogation or otherwise to the rights of Sub-Sublandlord to any payment by Sub-Subtenant or out of the property of Sub-Subtenant, except after payment of all sums or fulfillment of all covenants, terms, conditions or agreements to be paid or performed by Sub-Subtenant.

Guarantor agrees that it will, at any time and from time to time, within ten (10) business days following written request by Sub-Sublandlord, execute, acknowledge and deliver to Sub-Sublandlord a statement certifying that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and

effect as modified and stating such modification). Guarantor agrees that such certificate may be relied on by anyone holding or proposing to acquire any interest in the Premises.

As a further inducement to Sub-Sublandlord to make and enter into the Sub-Sublease and in consideration thereof, Sub-Sublandlord and Guarantor covenant and agree that in any action or proceeding brought on, under or by virtue of this Guaranty, Sub-Sublandlord and Guarantor shall and do hereby waive trial by jury. Without regard to principles of conflicts of laws, the validity, interpretation, performance and enforcement of this Guaranty shall be governed by and construed in accordance with the internal laws of the State in which the Sub-Subleased Premises are located.

Guarantor warrants and represents to Sub-Sublandlord that it has the legal right and capacity to execute this Guaranty. In the event that this Guaranty shall be held ineffective or unenforceable by any court of competent jurisdiction, then Guarantor shall be deemed to be a subtenant under the Sub-Sublease with the same force and effect as if Guarantor were expressly named as a joint subtenant therein.

As used herein, the term "successors and assigns" shall be deemed to include the heirs and legal representatives of Sub-Subtenant and Guarantor, as the case may be. If there is more than one Guarantor, the liability hereunder shall be joint and several. All terms and words used in this Guaranty, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

If Guarantor is an individual, Guarantor warrants and represents that it is owner of more than fifty percent (50%) of the issued and outstanding shares of voting stock (or membership interests) of Sub-Subtenant, and is a principal officer of Sub-Subtenant. If Guarantor is a corporation or limited liability company, Guarantor warrants and represents that Sub-Subtenant is a wholly-owned subsidiary or affiliate of Guarantor and that the execution and delivery of this Guaranty is not in contravention of its charter, operating agreement or by-laws or applicable state laws and has been duly authorized by its board of directors or members. Upon request of Sub-Sublandlord, Guarantor agrees to deliver to Sub-Sublandlord a resolution authorizing the execution and delivery of this Guaranty.

If Guarantor fails to pay any amount payable under this Guaranty when due, interest on such amount shall accrue at an annual interest rate equal to the lesser of fifteen percent (15%) or the maximum rate allowed by law.

[SIGNATURE PAGE FOLLOWS]

State Effective Dates

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

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

| STATES | EFFECTIVE DATE |
|---------------|----------------------------------|
| California | April 28, 2023 |
| Hawaii | May 6, 2023, as amended _____ |
| Illinois | May 2, 2023, as amended _____ |
| Indiana | April 28, 2023 |
| Maryland | June 9, 2023, as amended _____ |
| Michigan | April 28, 2023 |
| Minnesota | June 5, 2023, as amended _____ |
| New York | April 28, 2023 |
| North Dakota | June 5, 2023, as amended _____ |
| Rhode Island | May 17, 2023, as amended _____ |
| South Dakota | April 28, 2023 |
| Virginia | June 2, 2023, as amended _____ |
| Washington | April 30, 2023 |
| Wisconsin | April 28, 2023, as amended _____ |

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.

ITEM 23
RECEIPT

This franchise disclosure document for Charleys Restaurants summarizes certain provisions of the franchise agreement and other information in plain language. Read this franchise disclosure document and all agreements carefully.

If Gosh Enterprises Inc. offers you a franchise, Gosh Enterprises Inc. must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make payment to, Gosh Enterprises Inc. or its affiliates in connection with the proposed sale or grant or sooner if required by applicable state law.

New York requires that Gosh Enterprises Inc. gives you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Iowa requires that Gosh Enterprises Inc. gives you this disclosure document at the earlier of the first personal meeting or 14 calendar days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. Michigan requires that Gosh Enterprises Inc. gives 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 Gosh Enterprises Inc. does not deliver this franchise disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit C.

The franchisor is Gosh Enterprises, Inc., located at 5000 Arlington Centre Blvd., Suite 5300, Columbus, Ohio 43220. Its telephone number is (614) 923-4700. Gosh Enterprises, Inc. authorizes the respective state agencies identified on Exhibit C to receive service of process for it in the particular state.

Issuance Date: April 28, 2023, as amended June 16, 2023

The name, principal business address, and telephone number of the franchise seller offering the franchise is: Charley M. Shin, Chief Executive Officer, Candra Alisiswanto, Executive Vice President, Elias Moaikel, President, Nasser Abdul, Vice President of Operations, John Woo, Vice President of Development, Bruce Kim, Vice President of Franchise Development, Ken Kanzaki, Senior Franchise Development Manager, Seok Soong Kim, Director of New Business Development, Xianwen (Evan) Fu, Franchise Development Manager, and Anish Patel, Franchise Development Manager, Gosh Enterprises, Inc., 5000 Arlington Centre Blvd., Suite 5300, Columbus, Ohio 43220, (614) 923-4700. Any additional individual franchise sellers involved in offering the franchise are

I received a franchise disclosure document dated April 28, 2023, as amended June 16, 2023. The franchise disclosure document included the following Exhibits:

- | | |
|--|--|
| A Franchise Agreement | H State Specific Amendments To Franchise Disclosure Document |
| B Operations Manual Table Of Contents | I State Specific Amendments To Franchise Agreement |
| C List Of State Agencies/Agents For Service Of Process | J VetFran Addendum To Franchise Agreement |
| D List Of Franchised Restaurants | K General Release |
| E List Of Company-Owned Restaurants | L Walmart Addendum to Franchise Agreement |
| F List Of Former Franchisees | M Sub-Sublease for Walmart Locations |
| G Financial Statements | |

Date

Franchisee

Print Name

ITEM 23
RECEIPT

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Date

Franchisee

Print Name