

# FRANCHISE DISCLOSURE DOCUMENT

## Chick-fil-A, Inc.

A Georgia Corporation  
5200 Buffington Road  
Atlanta, Georgia 30349  
(404) 765-8000  
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www.chick-fil-a.com



The franchisee will operate a franchised Chick-fil-A Restaurant business which is a quick-service restaurant specializing in a boneless breast of chicken sandwich.

The total investment necessary to begin operation of a franchised Chick-fil-A Restaurant business is from \$582,360 to \$2,025,400. This includes \$10,000 that must be paid to the franchisor or any affiliate.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Franchisee Selection Team, Chick-fil-A, Inc., 5200 Buffington Road, Atlanta, Georgia 30349-2998 and (404) 765-8000, cfaovrecruiting@chick-fil-a.com.

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

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

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

Issued: April 3, 2020

## How to Use This Franchise Disclosure Document

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

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

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

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

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

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

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

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

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

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

### Some States Require Registration

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

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

## Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by litigation only in Georgia. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the franchisor in Georgia than in your own state.

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

## TABLE OF CONTENTS

Item	Page
<u>Item 1</u>	THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES ..... 1
<u>Item 2</u>	BUSINESS EXPERIENCE..... 7
<u>Item 3</u>	LITIGATION ..... 11
<u>Item 4</u>	BANKRUPTCY ..... 13
<u>Item 5</u>	INITIAL FEES ..... 15
<u>Item 6</u>	OTHER FEES..... 16
<u>Item 7</u>	ESTIMATED INITIAL INVESTMENT ..... 28
<u>Item 8</u>	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES ..... 30
<u>Item 9</u>	FRANCHISEE’S OBLIGATIONS ..... 35
<u>Item 10</u>	FINANCING ..... 38
<u>Item 11</u>	FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING..... 40
<u>Item 12</u>	TERRITORY ..... 45
<u>Item 13</u>	TRADEMARKS..... 46
<u>Item 14</u>	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION ..... 49
<u>Item 15</u>	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS ..... 51
<u>Item 16</u>	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL ..... 51
<u>Item 17</u>	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION..... 52
<u>Item 18</u>	PUBLIC FIGURES ..... 61
<u>Item 19</u>	FINANCIAL PERFORMANCE REPRESENTATIONS ..... 61
<u>Item 20</u>	OUTLETS AND FRANCHISEE INFORMATION ..... 64
<u>Item 21</u>	FINANCIAL STATEMENTS..... 82
<u>Item 22</u>	CONTRACTS ..... 82
<u>Item 23</u>	RECEIPTS..... 83
<b>EXHIBIT “A”</b>	<b>List of State Agencies/Registered Agents for Service of Process</b>
<b>EXHIBIT “B”</b>	<b>Franchise Agreement</b>
<b>EXHIBIT “B-1”</b>	<b>Assignment and Consent to Assignment Agreement (Corporation)</b>
<b>EXHIBIT “B-2”</b>	<b>Assignment and Consent to Assignment Agreement (Limited Liability Company)</b>
<b>EXHIBIT “C”</b>	<b>Consolidated Financial Statements of Chick-fil-A, Inc.</b>
<b>EXHIBIT “D”</b>	<b>Table of Contents of Chick-fil-A Manuals</b>
<b>EXHIBIT “E”</b>	<b>List of Operator Restaurants, Chick-fil-A Operated Restaurants, and Licensed Units</b>
<b>EXHIBIT “F”</b>	<b>List of Former Operators</b>

## TABLE OF CONTENTS

<b>EXHIBIT “G”</b>	<b>State Specific Addenda and Agreement Amendments</b>
<b>EXHIBIT “H”</b>	<b>State Effective Dates</b>
<b>EXHIBIT “I”</b>	<b>Receipts</b>

APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN EXHIBIT “G.”

## Item 1

### **THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES**

The franchisor is Chick-fil-A, Inc. (“we,” “us” or “Chick-fil-A”). The person who is granted a franchise and becomes a franchisee is referred to as “you” or “Operator” throughout this Disclosure Document. We will only enter into a franchise agreement with an individual, and not a partnership, corporation or limited liability company. However, we will allow you to assign the franchise agreement to a business entity if you comply with the transfer provisions of the franchise agreement, including that you guarantee the obligations of the business entity and agree to remain liable under the applicable provisions of the franchise agreement. “You” in this Disclosure Document will generally refer to both the individual and the entity.

**Chick-fil-A, Inc. and Affiliates:** We are a Georgia corporation formed on March 23, 1964, and we use the trade name Chick-fil-A. We do not do business under any other name. Chick-fil-A’s principal business address is 5200 Buffington Road, Atlanta, Georgia 30349-2998. Chick-fil-A currently has no parents or predecessors required to be included in this Item.

Chick-fil-A Supply, LLC (“CFA Supply”) is our affiliate. CFA Supply is a Georgia limited liability company formed on November 13, 2018 under the name CFA D2Services, LLC. The name of the company was changed to Chick-fil-A Supply, LLC on April 16, 2019. The principal business address for CFA Supply is 731 Cassville White Road NW, Site #3, Cartersville, GA 30121. CFA Supply is an approved distributor to carry food products, ingredients, and supplies to franchised, licensed, and company and affiliate owned Chick-fil-A Restaurants. CFA Supply purchases proprietary products from Chick-fil-A, our affiliate Bay Center described in the following paragraph, and other suppliers and resells and delivers them to Chick-fil-A’s franchisees, licensees, and company and affiliate owned Chick-fil-A Restaurants in geographic areas where it operates. CFA Supply may be the only approved primary distributor serving the geographic area where it operates. CFA Supply began operations in July 2019.

Bay Center Foods, LLC. (“Bay Center”) is our affiliate. Bay Center is a Georgia limited liability company formed on December 14, 2018 under the name Bay Center, LLC. The name of the company was changed to Bay Center Foods, LLC on January 4, 2019. Bay Center’s principal business address is 5200 Buffington Road, Atlanta, Georgia 30349-2998. Bay Center will produce Chick-fil-A branded lemon juice that is a proprietary principal ingredient used to produce our proprietary Chick-fil-A branded lemonade. Bay Center will be an approved supplier to supply lemon juice to Chick-fil-A Restaurants in geographic areas where it operates. Bay Center may be the only approved supplier of lemon juice for the geographic area where it operates. We anticipate Bay Center will begin operations in 2020.

Chick-fil-A Canada ULC (“CFA Canada”) is our affiliate. CFA Canada is a British Columbia unlimited liability company incorporated on September 19, 2017. CFA Canada’s principal business address is 5200 Buffington Road, Atlanta, Georgia 30349-2998. CFA Canada offers, in Canada only, franchises and licenses for the development of a system of retail quick-service restaurants in Canada under the trademark “Chick-fil-A” specializing in a boneless breast of chicken sandwich. CFA Canada offers its franchises and licenses under separate Canadian Disclosure Documents. CFA Canada may also operate various Chick-fil-A and other restaurants itself from time to time in Canada in the future directly or through its affiliates and subsidiaries.

**Chick-fil-A, Inc.’s Agents for Service of Process.** A list of our agents for service of process in various states is contained in Exhibit “A” to this Disclosure Document.

**Chick-fil-A's Business:** Chick-fil-A's principal business is the development of a system of retail quick-service restaurants specializing in a boneless breast of chicken sandwich. Most of these restaurants are operated by franchised operators who are independent contractors. Chick-fil-A franchised operators (which include individuals and business entities) are sometimes referred to in this Disclosure Document as "Operators". Chick-fil-A also operates various Chick-fil-A and other restaurants itself from time to time and may do so in the future directly or through its affiliates and subsidiaries. Chick-fil-A also has granted licenses to Chick-fil-A licensees ("Licensees") and continues to offer licenses to prospective Licensees who have access to certain non-traditional locations such as schools, workplaces, universities, airports, hospitals and other similar captive audience locations to sell Chick-fil-A brand products at these locations ("Licensed Units"). The limited-menu, quick-service restaurants operated by Chick-fil-A, its affiliates and subsidiaries, its franchised Operators and its Licensees are sometimes referred to in this Disclosure Document as "Chick-fil-A Restaurants." Chick-fil-A offers its licenses to operate Licensed Units under a separate Disclosure Document.

This Disclosure Document addresses and concerns the offering of a franchise to a prospective Chick-fil-A Operator. The person who becomes a franchised Chick-fil-A Operator will be referred to as "you" or "the Operator" throughout this Disclosure Document.

Some Chick-fil-A Operators commence operating new Chick-fil-A Restaurants and some Operators commence operating existing Chick-fil-A Restaurants. Chick-fil-A seeks prospective Operators on a continuing basis and offers some of them the right to become franchised Operators depending on their qualifications and the availability and location of restaurants needing an Operator.

**The Chick-fil-A® Restaurant:** A Chick-fil-A Restaurant is a limited-menu, quick-service restaurant with its primary product being a boneless breast of chicken sandwich known as a Chick-fil-A® Chicken Sandwich. In addition to the Chick-fil-A® Chicken Sandwich, menu items at a Chick-fil-A Restaurant include the Chick-fil-A® Spicy Chicken Sandwich, Chick-fil-A® Grilled Chicken Sandwich, Chick-fil-A® Nuggets, Chick-fil-A Chick-n-Strips® Cool Wrap®, Chick-fil-A Waffle Potato Fries®, salads and soft drinks, as well as hand-spun milkshakes, freshly squeezed lemonade and a variety of breakfast items, including our Chick-fil-A® Chicken Biscuit, Egg White Grill, Hash Brown Scramble Burrito, Chick-n-Minis®, and Greek Yogurt Parfait items.

Franchised Operator and company and affiliate owned Chick-fil-A Restaurants are established in free-standing locations ("free-standing units") as well as in non-free-standing locations, including mall and in-line units (sometimes referred to collectively as "mall units"), locations which are drive through only ("drive-thru only units") and non-traditional locations where Chick-fil-A has direct access to the owners or managers of the location premises and can conduct a restaurant business or concession without the need to utilize Licensees or prospective Licensees ("satellite units"). Mall units are generally located in shopping malls and shopping centers. In-line units are generally located in shopping centers, office buildings and downtown areas. As its name implies, a drive-thru only unit does not provide eat-in, dining room service. Satellite units are generally located in office buildings, big-box stores, downtown areas, schools, universities, sports stadiums, theme parks and other similar captive audience locations. Satellite units may feature and serve only a limited number of menu items, may be seasonal or open limited hours and are currently offered to franchised Operators to establish only as an additional business location in connection with an existing Chick-fil-A Restaurant. There are some differences between the contractual relationships established for each type of unit described above, which are noted in this Disclosure Document.

Chick-fil-A's franchise relationship with its Operators is governed and defined by a written franchise agreement including its attached lease(s) (or other occupancy agreement(s) for satellite units), which is referred to in this Disclosure Document as a "Franchise Agreement". The lease(s) attached as an exhibit to, made a part of and incorporated by reference into your Franchise Agreement (the "Lease") governs



your occupancy of each restaurant premises under the Franchise Agreement controlled by Chick-fil-A. In some instances where Chick-fil-A, as lessee under a prime lease or ground lease, subleases the Chick-fil-A Restaurant premises to an Operator, a wholly-owned subsidiary of Chick-fil-A may be the landlord of the premises. As of this Disclosure Document's issuance date, Chick-fil-A is affiliated with the following entities that may lease a Chick-fil-A Restaurant site to Chick-fil-A for which you may be a sub-lessee: (1) CFA-NC Townridge Square LLC, a Georgia limited liability company formed on December 31, 1998, with an address of 5200 Buffington Road, Atlanta, Georgia 30349, (2) CFA Real Property I, LLC, a Georgia limited liability company formed on June 26, 2007, with an address of 5200 Buffington Road, Atlanta, Georgia 30349, and (3) FSU Holdings One, LLC, a Georgia limited liability company formed on December 7, 2007, with an address of 5200 Buffington Road, Atlanta, Georgia 30349.

Satellite units are located in non-traditional restaurant premises and are typically governed by a concession agreement between Chick-fil-A (or its affiliate) and the owner or manager of the premises (the "Concession Agreement"). The Concession Agreement typically governs Chick-fil-A's occupancy of the satellite unit premises. Chick-fil-A sublicenses its rights and privileges under the Concession Agreement, and the Operator accepts the sublicense and agrees to faithfully perform Chick-fil-A's obligations under the Concession Agreement under a concession sublicense agreement (the "Concession Sublicense Agreement"), which is attached as an exhibit to an additional business amendment to your Franchise Agreement for the satellite unit. The Concession Agreement is attached as an exhibit to the Concession Sublicense Agreement. The Concession Sublicense Agreement with its attached Concession Agreement is made a part of and incorporated by reference into your Franchise Agreement through the additional business amendment for the satellite unit and substitutes for the Lease(s) as the occupancy agreement for any satellite unit premises you may operate.

Upon entering into a Franchise Agreement to become a franchised Operator of your first franchised Chick-fil-A Restaurant business, a Chick-fil-A Operator pays an initial franchise fee of \$10,000, of which \$5,000 is deemed fully earned and non-refundable upon payment and \$5,000 is deemed to be, and is maintained by Chick-fil-A as, an initial payment of working capital for the business(es) under the Franchise Agreement, with the expectation that the franchised Operator will make a substantial, personal investment of time directly operating, directing and otherwise supervising the Chick-fil-A Restaurant business (see Items 5, 6, 7 and 15). As more fully described in Item 6, you also must pay Chick-fil-A a "Base Operating Service Fee" of the amount by which fifteen percent of the gross receipts of the Chick-fil-A Restaurant exceeds the Chick-fil-A Restaurant's equipment rental fee (which rental fee will be based on the fair market rental value as determined by Chick-fil-A in its sole and exclusive business judgment and is currently \$750 to \$5,000 per month, exclusive of any applicable sales, use and property taxes, depending on the type of location (free-standing, in-line, drive-thru only, mall and satellite units) and any business services fee (which business services fee is currently \$300 per month) plus any other business services fees (in amounts to be determined and charged from time to time), and an "Additional Operating Service Fee" of fifty percent of the Operator's net receipts for the Chick-fil-A Restaurant.

In addition, under the Lease attached as an exhibit to the Franchise Agreement (or, in the case of a satellite unit, the Concession Sublicense Agreement attached to an Additional Business Addendum), a Chick-fil-A Operator leases from Chick-fil-A the equipment deemed necessary by Chick-fil-A for the Operator to operate the Chick-fil-A Restaurant. While specific items vary, the categories of equipment items leased by Chick-fil-A to each franchised Operator typically include restaurant equipment, dining area furniture and fixtures and other items necessary to operate a Chick-fil-A Restaurant. The categories of equipment items leased vary by type of unit; for example drive-thru only units, mall units and satellite units typically would not require dining area furniture and fixtures. The equipment rental for a satellite unit could be less than the amount stated above for a satellite unit, including if the owner or manager of the premises provides certain equipment, or more including if the venue is large. During the term of your Franchise Agreement, your ability to offer certain menu items, use certain signage, engage in certain promotions or marketing efforts, or have certain physical restaurant layouts or premises features at your Chick-fil-A

Restaurant could be restricted or changed pursuant to the Lease (and, as applicable, any underlying prime lease or ground lease) or, in the case of any satellite unit, the Concession Sublicense Agreement and its attached Concession Agreement, as may be amended or changed.

Although Chick-fil-A and its franchised Operators market Chick-fil-A brand products broadly, we find that the typical Chick-fil-A customer is in the 18-44 age group. We believe that the market for Chick-fil-A products in the broader Sunbelt region from Pennsylvania south through Texas is relatively developed. The market for Chick-fil-A brand products is developing in other parts of the United States. As a general matter, sales of Chick-fil-A brand products are not seasonal. However, if you operate a mall unit, you may experience higher sales during the holiday season when the mall is more crowded.

In order to become a franchised Operator of a single franchised Chick-fil-A Restaurant business, you will be required to sign the Franchise Agreement (Exhibit "B") including the Lease(s) attached as an exhibit to the Franchise Agreement, and must agree to operate your franchised Chick-fil-A Restaurant business in strict accordance with Chick-fil-A's standards and specifications and comply with the requirements governing the occupancy of the restaurant premises. The forms of Franchise Agreement Chick-fil-A has used in the past and in other states may have terms and conditions different from the current form Chick-fil-A offers to you. Chick-fil-A reserves the right to revise the form and terms of the Franchise Agreement (including the Lease(s)) that Chick-fil-A offers in the future. The premises of your initial franchised Chick-fil-A Restaurant business and any additional non-satellite Chick-fil-A Restaurants (discussed below) will be either: (i) owned by Chick-fil-A, (ii) leased to Chick-fil-A pursuant to a prime lease or (iii) leased to Chick-fil-A pursuant to a ground lease, with Chick-fil-A owning the building located on the premises subject to the ground lease. Any prime lease or ground lease that is applicable to the premises will be attached to, made a part of and incorporated by reference into the Lease for the particular Chick-fil-A Restaurant business.

Once you have operated your franchised Chick-fil-A Restaurant business for some period of time, Chick-fil-A may offer you the opportunity to operate one or more additional Chick-fil-A Restaurants. Chick-fil-A is under no obligation to offer you the opportunity to operate an additional Chick-fil-A Restaurant and reserves the right to never offer you the opportunity to operate an additional Chick-fil-A Restaurant. The terms and conditions for operating any additional Chick-fil-A Restaurant business offered to you by Chick-fil-A after your first Chick-fil-A Restaurant, if any, will be governed by your Franchise Agreement as amended by an additional business amendment (the "Additional Business Amendment"). Your occupancy of the additional restaurant premises will be governed by the Lease (and, as applicable, any underlying prime lease or ground lease) for the particular premises or, in the case of any satellite unit premises, the Concession Sublicense Agreement, together with its attached Concession Agreement, which will be attached to, made a part of and incorporated by reference into the applicable Additional Business Amendment. Alternatively at Chick-fil-A's election, any additional Chick-fil-A Restaurant business in a traditional location may be governed by a new, separate Franchise Agreement on Chick-fil-A's then-current form, including its attached Lease(s) (and, as applicable, any underlying prime lease or ground lease).

Currently satellite units are only offered to existing franchised Operators to establish as an additional Chick-fil-A Restaurant governed by your Franchise Agreement as amended by the Additional Business Amendment. To account for the different forms of occupancy agreements that are used for traditional locations and satellite units and other differences, two different forms of the Additional Business Amendment are attached as exhibits to the Franchise Agreement (which is attached as Exhibit B to this Disclosure Document). The form used for a traditional, non-satellite Chick-fil-A Restaurant business (the "Additional Business Amendment for Traditional Unit") attaches the Lease (and, as applicable, any underlying prime lease or ground lease) as an exhibit. The form used for a non-traditional, satellite Chick-fil-A Restaurant business (the "Additional Business Amendment for Satellite") attaches the Concession Sublicense Agreement as an exhibit, with its attached Concession Agreement. You will sign the form of

the Additional Business Amendment that applies to the particular additional Chick-fil-A Restaurant business. In this Disclosure Document the term “Additional Business Amendment” refers to either the Additional Business Amendment for Traditional Unit or the Additional Business Amendment for Satellite, as applicable. As noted above, Chick-fil-A reserves the right to revise the form and terms of the Franchise Agreement that Chick-fil-A offers in the future, which in the case of a satellite unit, will include the Additional Business Amendment for Satellite and the Concession Sublicense Agreement that is used for satellite units in place of the Lease, as well as the Franchise Agreement.

Once you have operated your franchised Chick-fil-A Restaurant business for some period of time, Chick-fil-A may offer you the opportunity to also operate one or more custom mobile food trucks to allow you to sell a limited menu of Chick-fil-A brand products at multiple pre-approved sales locations. Food trucks may service certain captive audience locations such as schools, universities, sports stadiums, office buildings, theme parks and the venues for music, art and sporting events, festivals and fairs, and other unique locations. Food trucks are currently offered to franchised Operators to operate only as an extension and part of an existing Chick-fil-A Restaurant location that can support the operation of the food truck by providing storage for ingredients and other inventories and serving as a commissary for the production or preparation of certain products or ingredients. Chick-fil-A is under no obligation to offer you the opportunity to operate a food truck and reserves the right to never offer you the opportunity to operate a food truck. The terms and conditions for operating a food truck offered to you by Chick-fil-A in connection with an existing Chick-fil-A Restaurant you operate will be governed by your Franchise Agreement as amended by a food truck license agreement that governs your use of the food truck. Currently, in most cases, Chick-fil-A leases the food truck from a third party and you must sublease the food truck from Chick-fil-A. Your license to operate the food truck and the sublease to use and occupy the food truck are currently combined in a food truck license and sublease agreement, together with its attached third party food truck lease between Chick-fil-A and the third party (collectively, the “Food Truck License and Sublease Agreement”). When signed, the Food Truck License and Sublease Agreement, including is attached third party food truck lease, is incorporated in and made a part of the Franchise Agreement. The current form of the Food Truck License and Sublease Agreement is attached as an exhibit to the Franchise Agreement (which is attached as Exhibit B to this Disclosure Document). As noted above, Chick-fil-A reserves the right to revise the form and terms of the Franchise Agreement that Chick-fil-A offers in the future, which in the case of food truck, will include the Food Truck License and Sublease Agreement, including its attached food truck lease, as well as the Franchise Agreement.

**Applicable Laws and Regulations.** Your franchised Chick-fil-A Restaurant business will be subject to laws, rules and regulations affecting businesses generally. You will be required to comply with all such laws, rules and regulations that apply to businesses generally, including, without limitation, public health laws, tax laws and regulations, labor, employment and wage and hour laws and regulations, insurance laws and regulations, privacy laws, regulations, and industry standards, business licensing requirements, immigration and homeland security laws, restrictions against smoking in public places and restaurants, the public posting of notices regarding nutritional information, health hazards, fire safety, general emergency preparedness, rules regarding the proper use, storage and disposal of waste materials, insecticides, and other hazardous materials, standards regarding employee health and safety, sexual harassment laws and any other federal, state and local regulations and ordinances which may be in effect. As a food service business, your franchised Chick-fil-A Restaurant business may be subject to additional laws, rules and regulations regulating the storage, preparation, packaging, labeling and sale of food and beverages to the public, food safety, refuse and sanitation standards and procedures for waste materials and packaging, nutritional claims or other types of advertising, menu or product labeling or information, and the use or maintenance of equipment involved in the preparation of frozen drinks and other products. It is your responsibility to comply with all federal, state and local laws, ordinances, rules and regulations that may affect your Chick-fil-A Restaurant business, and to obtain and comply with all licenses and licensing requirements necessary

for your Chick-fil-A Restaurant business to open and operate. We encourage you to investigate and make inquiries regarding all these laws.

At the date of issuance of this Franchise Disclosure Document, a known current risk of local, state or nationwide illness or pandemic (the “COVID-19 Risk”) exists. The COVID-19 Risk presents business, legal and regulatory risks of closure and/or impairment in the ability to operate, in whole or in part, a Chick-fil-A Restaurant and other restaurants in the food service industry. Because of the COVID-19 Risk, Chick-fil-A cannot be certain and does not represent or warrant in any way to the Operator that your Chick-fil-A Restaurant will be able to be opened by the Operator in order to commence business, will be able to stay open after any commencement of business or otherwise will not suffer any impairment in its ability to be operated, in whole or in part.

If you are licensed to operate a food truck, you must obtain all local, state and federally required permits and licenses, including from the state Motor Vehicle Department and state and local Health Departments. Food trucks are subject to federal, state and local laws, rules and regulations governing their routes and operation, including zoning ordinances. Restrictions include where food trucks may park and for how long, proximity to other food businesses and schools, designated parking zones and/or banned districts, items permitted to be sold, the maximum number of licenses that may be issued, required associated commissary locations, may only serve customers if flagged down, mandatory GPS devices, and health and safety requirements. Food trucks must also report and pay sales tax to each jurisdiction where it makes sales. It is your responsibility to comply with all federal, state and local laws, ordinances, rules and regulations that may affect your franchised Chick-fil-A Restaurant business, and to obtain and comply with all licenses and licensing requirements necessary for your franchised Chick-fil-A Restaurant business to open and operate. We encourage you to investigate and make inquiries regarding all these laws.

**Competition.** You will compete with other quick-service restaurants located near your franchised Chick-fil-A Restaurant business, including possibly other Chick-fil-A Restaurants and Licensed Units located or marketing in the geographic vicinity of your franchised Chick-fil-A Restaurant business. Primary competition for mall and in-line Chick-fil-A Restaurants is from franchised and other food service operations located in the shopping malls or shopping centers in which your franchised Chick-fil-A Restaurant business may be located. In some cases, competition may also arise from other restaurants in non-mall locations or other sites located outside of the immediate premises of your mall or in-line restaurant. These restaurants and food service operations may be associated with national or regional chains (whether or not franchised) or may be local, independent restaurant locations. If you operate a free-standing location, satellite or drive-thru only Chick-fil-A Restaurant business, you will experience generally similar types of competition.

**Prior Business Experience:** S. Truett Cathy, the Founder of Chick-fil-A, opened his first restaurant, the Dwarf Grill, in Hapeville, Georgia, in April 1946. The first Chick-fil-A Restaurant in a shopping mall opened for business on November 24, 1967, and the first free-standing Chick-fil-A Restaurant opened for business on April 16, 1986. Chick-fil-A has owned and operated Chick-fil-A Restaurants of the type to be operated by you as a franchisee since 1967.

The first Chick-fil-A Restaurant opened in a mall location was also the first Chick-fil-A Restaurant operated by an Operator. Chick-fil-A commenced offering prospective restaurant Operators the opportunity to become Operators pursuant to a Disclosure Document on February 10, 1987. Chick-fil-A commenced offering prospective Licensees, who have access to locations such as schools, workplaces, universities and airports, the opportunity to become Licensees pursuant to a Disclosure Document on May 4, 1992. Franchises are offered to Licensees under a separate disclosure document and not under this Disclosure Document. Chick-fil-A has never offered a franchise in any other line of business. (See Item 20 for further

information on numbers and locations of franchised Chick-fil-A Operator Restaurants, Licensed Units and Company-operated Restaurants.)

CFA Supply has never owned and operated Chick-fil-A Restaurants of the type to be operated by you as a franchisee. CFA Supply has never offered or sold franchises for Chick-fil-A Restaurants or in any other line of business.

Bay Center has never owned and operated Chick-fil-A Restaurants of the type to be operated by you as a franchisee. Bay Center has never offered or sold franchises for Chick-fil-A Restaurants or in any other line of business.

CFA Canada has never owned and operated Chick-fil-A Restaurants of the type to be operated by you as a franchisee. CFA Canada has been offering franchises for Chick-fil-A Restaurants in Canada since May 2019. CFA Canada has never offered or sold franchises in any other line of business.

CFA-NC Townridge Square LLC, CFA Real Property I, LLC and FSU Holdings One, LLC have never owned and operated Chick-fil-A Restaurants of the type to be operated by you as a franchisee and have never offered or sold franchises for Chick-fil-A Restaurants or in any other line of business.

## **Item 2**

### **BUSINESS EXPERIENCE**

#### **Chairman of the Board, Chief Executive Officer and Assistant Secretary – Dan T. Cathy**

Mr. Cathy has served as Chairman and Chief Executive Officer since November 2013, and Assistant Secretary of Chick-fil-A since June 2001. Mr. Cathy has served as a member of the Board of Directors of Chick-fil-A since January 1979. From June 2001 through April 2016, Mr. Cathy served as President of Chick-fil-A. Mr. Cathy has also served as President of CFA Supply since November 2018, President of Bay Center since January 2019 and President of CFA Canada since September 2017.

#### **Director, Executive Vice President; President, Dwarf House – Donald M. “Bubba” Cathy**

Mr. Cathy has served as a member of the Board of Directors of Chick-fil-A since February 2004. Mr. Cathy has served as Executive Vice President of Chick-fil-A since April 2012. From November 1994 through April 2012, Mr. Cathy served as Senior Vice President of Chick-fil-A.

#### **Director – Michael T. Duke**

Mr. Duke has served as a member of the Board of Directors of Chick-fil-A since June 2015. He served as Chairman of the Executive Committee of Wal-Mart Stores, Inc. in Bentonville, Arkansas from February 2014 through January 2015 and as President and Chief Executive Officer from February 2009 through January 2014. From October 2005 through January 2009, he served as Vice Chairman of Wal-Mart Stores, Inc.

#### **Director – Brent M. Fielder**

Mr. Fielder has served as a member of the Board of Directors of Chick-fil-A since January 2018. He has operated the Greystone FSU Chick-fil-A restaurant in Birmingham, Alabama through ThreeFiveSix 365, LLC since February 2015. Mr. Fielder operated the Greystone FSU Chick-fil-A restaurant as a sole proprietor from November 2014 through January 2015. From January 2014 through October 2014, he served as Executive Intern at Chick-fil-A.

**Director – Dr. Crawford W. Loritts, Jr.**

Dr. Loritts has served as a member of the Board of Directors of Chick-fil-A since June 2015. He has served as Senior Pastor of Fellowship Baptist Church in Roswell, Georgia since 2005.

**Director – Steven S. Reinemund**

Mr. Reinemund has served as a member of the Board of Directors of Chick-fil-A since June 2015. He has served as member of the Board of Directors of Vertiv Holdings Co. in Columbus, Ohio since June 2018. He served as Executive-in-Residence at Wake Forest University in Winston-Salem, NC from July 2014 through December 2018. From April 2008 through June 2014, Mr. Reinemund served as Dean of the Calloway School of Business and Accountancy and Babcock Graduate School of Management at Wake Forest University. He has served as a member of the Board of Directors for Exxon Mobil Corporation in Dallas, Texas and Marriott International in Bethesda, Maryland since 2007 and for Wal-Mart Stores, Inc. in Bentonville, Arkansas since 2010. He served as a member of the Board of Directors for American Express in New York, New York from 2007 through 2015.

**Director – Cheryl A. Bachelder**

Ms. Bachelder has served as a member of the Board of Directors of Chick-fil-A since April 2019. She served as Interim Chief Executive Officer of Pier 1 Imports, Inc. in Fort Worth, Texas from December 2018 through November 2019 and has served as a Director of that company since October 2012. From November 2007 through March 2017 she served as Chief Executive Officer and a Director of Popeyes Louisiana Kitchen, Inc. in Miami, Florida.

**President and Chief Operating Officer – Timothy P. Tassopoulos**

Mr. Tassopoulos has served as Chick-fil-A's President and Chief Operating Officer since May 2016. From April 2012 through April 2016, Mr. Tassopoulos served as Executive Vice President, Operations. From January 1999 through March 2012, Mr. Tassopoulos served as Senior Vice President, Operations.

**Executive Vice President, Marketing and Chief Marketing Officer – Jonathan B. Bridges**

Mr. Bridges has served as Executive Vice President, Marketing since July 2019. He has also served as Chief Marketing Officer since January 2015. From January 2015 through June 2019, he served as Senior Vice President, Marketing. From September 2012 through December 2014, Mr. Bridges served as Vice President, Customer Experience. From July 2009 through August 2012, Mr. Bridges served as Vice President, Customer Service and Restaurant Concepts. From January 1998 through June 2009, Mr. Bridges served as Vice President, Information Technology and Chief Information Officer.

**Executive Vice President, Operations – Andrew T. Cathy**

Mr. Cathy has served as Executive Vice President, Operations since July 2019. From January 2015 through June 2019, he served as Senior Vice President, People, and from November 2013 through December 2014, he served as Vice President, People. From January 2012 through October 2013, Mr. Cathy served as Director, Franchisee Selection. From January 2011 through December 2011, Mr. Cathy served as Management Consultant, Franchisee Selection. From July 2007 through December 2010, Mr. Cathy was a Franchisee Consultant. Mr. Cathy has also served as Vice President of CFA Canada since September 2017.

**Executive Vice President, International – Anita E. Costello**

Ms. Costello has served as Executive Vice President, International since July 2019. From July 2018 through June 2019, she served as Senior Vice President, Field Operations – Regions. From November 2016 through June 2018, she served as Vice President, Field Operations. From November 2013 through October 2016, Ms. Costello served as Director, Field Operations. From May 2008 through October 2013, Ms. Costello served as Business Consultant.

**Executive Vice President, Restaurant Development – Susannah W. Frost**

Ms. Frost has served as Executive Vice President, Restaurant Development since July 2019. From May 2016 through June 2019 she served as Vice President, Existing Restaurants. From November 2015 through April 2016, she served as Senior Director, Existing Restaurants. From January 2014 through October 2015, she served as Senior Director, Real Estate Legal. From May 2010 through December 2013, she served as Director, Real Estate Legal.

**Executive Vice President, Digital Transformation and Technology, Chief Digital Officer – Onome Okuma**

Mr. Okuma has served as Executive Vice President, Digital Transformation & Technology, and Chief Digital Officer since July 2019. From October 2017 through June 2019, he served as Vice President, Customer Technology and Insights. From November 2014 through September 2017, Mr. Okuma served as Vice President, Customer Technology Solutions. From October 2012 through October 2014, Mr. Okuma served as Senior Director, Information Technology. Prior to that Mr. Okuma served as Director, Information Technology from April 2009 through September 2012.

**Executive Vice President, Finance, Chief Financial Officer, Treasurer and Assistant Secretary – Brent D. Ragsdale**

Mr. Ragsdale has served as Executive Vice President, Finance, since July 2019. He also has served as Chief Financial Officer and Treasurer since January 2015, and as Assistant Secretary since November 2013. From January 2015 through June 2019 he served as Senior Vice President, Finance. From November 2013 through December 2014, Mr. Ragsdale served as Vice President, Finance and as Assistant Treasurer from December 2013 through December 2014. From January 2013 through October 2013, Mr. Ragsdale served as Vice President, Controller. From April 2011 through December 2012, Mr. Ragsdale served as Vice President, Corporate Financial Services. From January 2006 through March 2011, Mr. Ragsdale served as Senior Director, Financial Consulting. Mr. Ragsdale has also served as Secretary and Treasurer of CFA Supply since November 2018, and Secretary and Treasurer of CFA Canada since September 2017.

**Executive Vice President, People and Chief People Officer – Clifford T. Robinson**

Mr. Robinson has served as Executive Vice President, People, and Chief People Officer since July 2019. From January 2015 through June 2019, he served as Senior Vice President, Operations. From January 2009 through December 2014, Mr. Robinson served as Vice President, Field Operations.

**Executive Vice President, General Counsel, and Secretary - Lynette E. Smith**

Ms. Smith has served as Executive Vice President, General Counsel, and Secretary of Chick-fil-A since July 2019. From September 2017 through June 2019, she served as Vice President, Litigation, Franchising and Governance. From October 2014 through August 2017, Ms. Smith served as Senior Director, Corporate Legal. She served as Director, Corporate Legal from July 2013 through September 2014, and Senior Manager, Corporate Legal from June 2012 through June 2013.

### **Senior Vice President, Field Operations - Regions – Shane A. Benson**

Mr. Benson has served as Senior Vice President, Field Operations – Regions since July 2019. From September 2017 through June 2019, he served as Vice President, Operator Support and Organizational Planning. From November 2014 through August 2017, Mr. Benson served as Vice President, Customer Experience, and from November 2011 through October 2014, Mr. Benson served as Director, Field Operations. From July 2005 through October 2011, Mr. Benson served as Marketing Management Consultant.

### **Senior Vice President, Financial Services and Chief Accounting Officer – Roger E. Blythe, Jr.**

Mr. Blythe has served as Senior Vice President, Financial Services since July 2018. Mr. Blythe has also served as Chief Accounting Officer since November 2017. From November 2017 through June 2018, he served as Vice President, Financial Services. From November 2015 through October 2017, Mr. Blythe served as Vice President, Planning. From November 2013 through October 2015, he served as Vice President, Financial Planning and Development. From January 2000 through October 2013, Mr. Blythe served as Vice President, Business Analysis.

### **Senior Vice President, Supply Chain Procurement and Chief Procurement Officer – Robert P. Dugas**

Mr. Dugas has served as Senior Vice President, Supply Chain Procurement and Chief Procurement Officer since April 2019. From July 2018 through March 2019, Mr. Dugas served as Senior Vice President, Supply Chain. From January 2009 through June 2018, Mr. Dugas served as Vice President, Supply Chain. Mr. Dugas has also served as Vice President of Bay Center since January 2019, Vice President of CFA Supply since November 2018.

### **Senior Vice President, International Operations – William J. Dunphy, Jr.**

Mr. Dunphy has served as Senior Vice President, International Operations since July 2019. From July 2018 through June 2019 he served as Senior Vice President, People. From November 2016 through June 2018, he served as Vice President, People. From November 2013 through October 2016, Mr. Dunphy served as Vice President, Operator Selection and Training. From January 2006 through October 2013, Mr. Dunphy served as Director, Field Operations. From December 2000 through December 2005, Mr. Dunphy served as Director, Financial Consulting.

### **Senior Vice President, Customer Technology & Insights – Michael F. Erbrick**

Mr. Erbrick has served as Senior Vice President, Customer Technology & Insights since July 2019. From July 2018 through June 2019, he served as Senior Vice President, Information Technology. From July 2009 through June 2019 Mr. Erbrick also served as Chief Information Officer. From July 2009 through June 2018, Mr. Erbrick served as Vice President, Information Technology. From January 2004 through June 2009, Mr. Erbrick served as Senior Director, Restaurant Information Systems.

### **Senior Vice President, Restaurant Experience – David B. Farmer**

Mr. Farmer has served as Senior Vice President, Restaurant Experience since July 2019. From August 2017 through June 2019, he served as Vice President, Restaurant Experience. From September 2012 through July 2017, Mr. Farmer served as Vice President, Menu Strategy and Development. From July 2009 through August 2012, Mr. Farmer served as Vice President, Innovations and Service. From January 2001 through June 2009, Mr. Farmer served as Senior Director, Quality and Customer Experience. Mr. Farmer has also served as Vice President of CFA Supply since November 2018.



### **Senior Vice President, Supply Chain Operations – Michael A. Hazelton**

Mr. Hazelton has served as Senior Vice President, Supply Chain Operations since October 2019. From July 2018 through September 2019, he served as Senior Vice President, Corporate Services. From May 2015 through June 2018, Mr. Hazelton served as Vice President, Corporate Services. From January 2012 through April 2015, he served as Senior Vice President, Marketing at Georgia Power Company in Atlanta, Georgia. From December 2010 through December 2011, he served as Vice President, Northeast Region at Georgia Power Company.

### **Senior Vice President, International Restaurant Development – Erwin C. Reid**

Mr. Reid has served as Senior Vice President, International Restaurant Development since July 2019. From July 2018 through June 2019, he served as Senior Vice President, Restaurant Development. From January 2001 through June 2018, he served as Vice President, Restaurant Development. Mr. Reid also has served as Vice President of CFA Canada since July 2019.

### **Senior Vice President, Brand Strategy, Advertising & Media – Joseph R. Saracino**

Mr. Saracino has served as Senior Vice President, Brand Strategy, Advertising & Media since July 2019. From February 2016 through June 2019, he served as Vice President, Brand Strategy, Advertising & Media. From November 2015 through January 2016, Mr. Saracino served as President, Erwin Penland in Greenville, South Carolina. From August 2014 through October 2015, he served as Chief Client Officer, and from June 2011 through October 2015, he served as Chief Marketing Officer for Erwin Penland.

### **Senior Vice President, Field Operations – Services – Christopher Todd Sweatt**

Mr. Sweatt has served as Senior Vice President, Field Operations – Services since July 2018. From November 2013 through June 2018, he served as Vice President, Field Operations – Services. From March 2008 through October 2013, Mr. Sweatt served as Director, Field Operations.

### **Vice President, Financial Solutions – Janet J. Bridges**

Ms. Bridges has served as Vice President, Financial Solutions since April 2019. From November 2014 through March 2019, she served as Vice President, Treasury. From October 2012 through October 2014, Ms. Bridges served as Senior Director, Treasury. From January 2006 through September 2012, Ms. Bridges served as Director, Treasury.

### **Vice President, Corporate Social Responsibility – Rodney D. Bullard**

Mr. Bullard has served as Vice President, Corporate Social Responsibility since November 2018. From July 2013 through November 2018, he served as Vice President, Community Affairs. Mr. Bullard joined Chick-fil-A in January 2013 as Executive Director, Community Affairs, and served in such capacity through June 2013. Prior to his employment with Chick-fil-A, Mr. Bullard was Executive Director of Chick-fil-A Foundation, Inc. from September 2011 through December 2012.

### **Vice President, Innovation & New Ventures – William F. “Woody” Faulk**

Mr. Faulk has served as Vice President, Innovation & New Ventures since November 2015. From August 2012 through October 2015, Mr. Faulk served as Vice President, Innovation and Design. From September 1998 through July 2012, Mr. Faulk served as Vice President, Brand Strategy and Design.

**Vice President, Field Operations – T. Wayne Hoover**

Mr. Hoover has served as Vice President, Field Operations since September 2016. From January 2011 through August 2016, Mr. Hoover served as Senior Director, Field Operations.

**Vice President, Corporate Financial Services – Kimberly J. Johnson**

Ms. Johnson has served as Vice President, Corporate Financial Services since December 2018. From July 2018 through November 2018, Ms. Johnson served as Executive Director, Corporate Financial Services. From 2016 through June 2018, she served as Senior Director, Corporate Financial Services. From 2013 through Dec 2015, Ms. Johnson served as Director, Corporate Financial Reporting. From 2011 through 2013, Ms. Johnson served as Senior Manager, Treasury.

**Vice President, External Communications – Carrie J. Kurlander**

Ms. Kurlander has served as Vice President, External Communications since April 2013.

**Vice President, Legal - Employment, Franchise & Litigation – Kelly D. Ludwick**

Mr. Ludwick has served as Vice President, Legal – Employment, Franchise & Litigation since July 2019. From October 2015 through June 2019, he served as Vice President, Labor and Employment. From October 2011 through September 2015, he served as Senior Director, Corporate Legal, and from August 2007 through September 2011 he served as Director, Corporate Legal.

**Vice President, High Performance Leadership – T. Mark Miller**

Mr. Miller has served as Vice President, High Performance Leadership since March 2016. Mr. Miller served as Vice President, Field Development from June 2015 through February 2016 and as Vice President, Leadership Development from November 2014 through May 2015. Mr. Miller served as Vice President, Organizational Effectiveness and Development from November 2013 through October 2014. From April 2012 through October 2013, Mr. Miller served as Vice President, Organizational Effectiveness. From January 2000 through March 2012, Mr. Miller served as Vice President, Training and Development.

**Vice President, Enterprise Viability – Sandra T. Moody**

Ms. Moody has served as Vice President, Enterprise Viability since July 2019. From November 2017 through June 2019, she served as Vice President, Enterprise Analytics & Risk Management. From November 2015 through October 2017, Ms. Moody served as Vice President, Financial Services and Chief Accounting Officer. From November 2013 through October 2015, she served as Vice President, Business Insights. From July 2006 through October 2013, Ms. Moody served as Senior Director, Business Analysis.

**Vice President and Assistant General Counsel – S. Tammy Pearson**

Ms. Pearson has served as Vice President and Assistant General Counsel of Chick-fil-A since April 2008. From October 2006 through March 2008, she was Senior Director, Corporate Legal.

**Vice President, Strategic Partnerships and Special Projects – John W. Stephenson**

Mr. Stephenson has served as Vice President, Strategic Partnerships and Special Projects since December 2018. From November 2015 through November 2018, he served as Director, Strategic

Partnerships and Special Projects. From 2012 through November 2015, Mr. Stephenson served as President and Chief Executive Officer for Atlanta Hall Management in Atlanta, GA.

**Vice President, Talent Experience – Elizabeth Wanamaker**

Ms. Wanamaker has served as Vice President, Talent Experience since December 2018. From March 2018 through October 2018, Ms. Wanamaker served as Chief Human Resources for the BlueLinx Corporation in Atlanta, Georgia. From December 2014 through December 2017, Ms. Wanamaker served as Senior Vice President, North America for The Coca-Cola Company in Atlanta, Georgia. From September 2013 through December 2014, she served as Vice President, Talent and Development and from August 2010 through September 2013 she served as Global Director, Program Development, Talent and Development for The Coca-Cola Company in Atlanta, Georgia.

**Vice President, Executive Office – Trudy C. White**

Ms. White has served as Vice President, Executive Office since July 2018. From January 1995 through June 2018, Ms. White served as a Director.

**Vice President, Restaurant Financial Services – Paul D. Wiley**

Mr. Wiley has served as Vice President, Restaurant Financial Services since November 2014. From November 2013 through October 2014, Mr. Wiley served as Senior Director, Restaurant Financial Services. From July 2010 through October 2013, Mr. Wiley served as Director, Financial Consulting. From January 2009 through June 2010, Mr. Wiley served as Senior Manager, Financial Consulting.

**Executive Director, Restaurant Training – Keri A. Bilotti**

Ms. Bilotti has served as Executive Director, Restaurant Training since July 2018. From January 2018 through June 2018, she served as Senior Director, Restaurant Training. From January 2016 through December 2017, Ms. Bilotti served as Director, Restaurant Training. From November 2014 through December 2015, she served as Manager, Operator Selection and Training. From July 2013 through October 2014, Ms. Bilotti served as Manager, Marketing Education, and from June 2007 through June 2013, she served as Consultant, Marketing Education.

**Senior Director, Non-Traditional Restaurants – Bruce B. Cameron**

Mr. Cameron has served as Senior Director, Non-Traditional Restaurants since January 2019. From November 2015 through December 2018, he served as Senior Director, Licensed Operations. From October 2010 through October 2015, he served as Director, Field Operations.

**Director, Non-Traditional Real Estate – Sean R. Warren**

Mr. Warren has served as Director, Non-Traditional Real Estate since January 2019. From April 2016 through December 2018, he served as Director, New Restaurant Growth—Licensing. From January 2013 through March 2016, Mr. Warren served as Senior Manager, New Restaurant Growth—Licensing. From January 2012 through December 2012, Mr. Warren served as Manager, Real Estate—Licensing. From January 2006 through December 2011, Mr. Warren served as Manager, Restaurant Concepts.

### Item 3

#### LITIGATION

Joseph A. Horres, Jr. v. Chick-fil-A, Inc., Civil Action No. 5530-VCL (Del. Ch. filed June 2, 2010). Our former franchisee, Joseph Horres, filed an action in the Delaware Court of Chancery on June 2, 2010 alleging unjust termination of his Operator Agreement under the Delaware Franchise Security Law. Mr. Horres sought an injunction reinstating his Operator Agreement and money damages. On the same date, Mr. Horres also filed an action in the Justice of the Peace Court #16, Dover, Delaware, alleging wrongful termination of his leasehold interest in the restaurant premises leased to him pursuant to the Operator Agreement. Horres v. Chick-fil-A, Inc., Civil Action No. JP16-10-00265 (Justice of the Peace Ct. filed June 2, 2010). On June 3, 2010, the Delaware Court of Chancery denied Mr. Horres's request for a temporary restraining order and enjoined him from prosecuting the action in the Justice of the Peace Court to recover possession of the restaurant premises. Mr. Horres then filed a claim on June 11, 2010 with the Delaware Department of Labor alleging a right to receive unemployment compensation benefits based on termination of his Operator Agreement. On June 17, 2010, Mr. Horres filed a notice of dismissal of the action filed in the Delaware Court of Chancery. On June 18, 2010, we filed an action in federal district court in Georgia pursuant to the choice of venue provision in the Operator Agreement seeking a declaration that we had properly terminated Mr. Horres's Operator Agreement and owed him no damages. Chick-fil-A, Inc. v. Joseph A. Horres, Civil Action No. 1:10-CV-1880 (N.D. Ga. filed June 18, 2010). In September 2010, we and Mr. Horres reached a settlement of any and all claims and actions arising out of or relating to the termination of Mr. Horres's Operator Agreement. On September 30, 2010, Mr. Horres withdrew and dismissed, in connection with the settlement, the case he had brought in the Justice of the Peace Court. Under the settlement agreement, neither party admitted liability. Mr. Horres affirmed that his former relationship to Chick-fil-A, Inc. was that of a franchisee and independent contractor, that the Operator Agreement was terminated, and he had no right under contract, common law, or statute to reinstatement as an Operator; Mr. Horres returned a check for \$65,000 that we had previously tendered to him when we terminated the Operator Agreement; we paid Mr. Horres \$180,000; and we and Mr. Horres exchanged releases. The federal court action was dismissed with prejudice by stipulation of the parties filed November 2, 2010.

City of Pontiac General Employees' Retirement System v. Wal-Mart Stores, Inc. and Duke, Case No. 5:12-cv-05162-SOH (W.D. Ark. Filed May 7, 2012) is a shareholder class action lawsuit. The plaintiff shareholders brought a securities fraud putative class action suit against Wal-Mart Stores, Inc. ("Wal-Mart") and Michael T. Duke alleging violations of Sections 10(b) and 20(a) of Securities Exchange Act of 1934, 15 U.S.C. § 78j(b) and 78t(a), and violations of SEC Rule 10b-5, 17 C.F.R. § 240.10b-5. Mr. Duke joined our Board of Directors in 2015 and had earlier served as President and Chief Executive Officer of Wal-Mart from 2009 to 2014. The parties agreed to settle the action. Defendants filed a Stipulation of Settlement on October 26, 2018. The plaintiff shareholders filed an Unopposed Motion for Preliminary Approval of Settlement on October 26, 2018. On December 6, 2018, the court entered an order granting the plaintiff shareholders' Unopposed Motion for Preliminary Approval of Settlement following a hearing held on December 4, 2018 and scheduled a settlement hearing for April 4, 2019. On February 28, 2019 the plaintiff shareholders filed a Motion for Final Approval of Class Action Settlement and Approval of Plan of Allocation. On April 4, 2019, the court held a hearing on final approval of the Class Action Settlement. On April 8, 2019, the court approved the plan of allocation and the settlement terms in the Class Action Settlement. On that same date, the court entered an order and final judgment approving the Class Action Settlement. Wal-Mart and Mr. Duke entered into the Class Action Settlement without admitting wrongdoing. As part of the Class Action Settlement, Wal-Mart, Inc. paid \$160,000,000 into a settlement fund and all parties entered into mutual releases.

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

#### **Item 4**

#### **BANKRUPTCY**

On February 17, 2020, Pier 1 Imports, Inc. (“Pier 1”), having a principal place of business at 100 Pier 1 Place, Fort Worth, Texas 76192, filed a petition under Chapter 11 of the U.S. Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Virginia (In re Pier 1 Imports, Inc., Petition #: 20-30805-KRH). Pier 1 is not the franchisor nor an affiliate of the franchisor. Cheryl Bachelder, who joined our Board of Directors in April 2019, had served as Interim Chief Executive Officer of Pier 1 from December 2018 through November 2019. A hearing was held on February 18, 2020 concerning Pier 1’s motions regarding a process for the sale of the company’s assets. The Court approved bidding and sales procedures on February 18, 2020. The deadline to submit qualified bids was set as March 23, 2020. The matter is still pending.

Other than this action, no bankruptcy information is required to be disclosed in this Item.

#### **Item 5**

#### **INITIAL FEES**

You must pay an initial franchise fee of \$10,000 payable in full when you sign the Franchise Agreement. The initial franchise fee is considered fully earned and non-refundable upon payment, except that \$5,000 of the initial franchise fee is deemed to be, and is maintained by Chick-fil-A as, an initial payment of working capital for the business(es) under the Franchise Agreement (“the working capital deposit”). You must always maintain the working capital deposit while you are a franchised Operator. Upon termination or non-renewal of your Franchise Agreement, Chick-fil-A will conduct a final reconciliation and you will receive the working capital deposit funds, minus any costs, expenses and then known losses incurred by Chick-fil-A on account of your franchised Chick-fil-A Restaurant business or your operation of your franchised Chick-fil-A Restaurant business that you failed to pay or that you paid but should not have paid. This process will be conducted in a method and manner determined by Chick-fil-A under its then-current restaurant close-out procedures (currently, within two and one-half months after termination or non-renewal).

Chick-fil-A may, but is not obligated to, offer you a license to operate one or more additional Chick-fil-A Restaurant businesses under your Franchise Agreement. You must pay an additional franchise fee of \$5,000 for each additional Chick-fil-A Restaurant business, whether for a traditional location or a satellite unit, payable in full when you sign the Additional Business Amendment attached as an exhibit to the Franchise Agreement. The additional franchise fee is considered fully earned and non-refundable upon payment.

Prior to the opening of your franchised Chick-fil-A Restaurant business, you must obtain from Chick-fil-A the premises Lease for a traditional location or the Concession Sublicense Agreement for any satellite unit, each of which also includes the equipment lease. You must also obtain applicable insurance coverages elected by you or designated by Chick-fil-A, from Chick-fil-A or through Chick-fil-A acting as administrator (other than worker’s compensation and general liability insurance), as described in Items 6, 7, 8 and 10. With regard to worker’s compensation and general liability insurance, you will obtain these coverages from the designated insurance carrier, and will get billed by and pay premiums to the insurance carrier. The payments you will make to Chick-fil-A directly or as administrator are estimated to range from approximately \$2,653 to \$72,765, exclusive of any applicable sales, use and property taxes, but will not be due until after your franchised Chick-fil-A Restaurant business opens.

Prior to the opening of your franchised Chick-fil-A Restaurant business, you must also obtain almost all of the opening inventory of food products, ingredients, and supplies from an approved distributor. The

cost of your purchases from our approved distributor will already reflect amounts the distributor paid to Chick-fil-A for Chick-fil-A's proprietary seasoning applied by Chick-fil-A's poultry suppliers to most of the Chick-fil-A brand chicken products and for Chick-fil-A's proprietary seasoned coater you apply yourself in the preparation of most Chick-fil-A brand chicken products and also amounts the distributor paid to our affiliate Bay Center for Chick-fil-A's proprietary lemon juice produced by Bay Center that is a used to produce Chick-fil-A's proprietary branded lemonade if you are in a location Bay Center will supply. Our affiliate CFA Supply may be your distributor for all or some of these items if you are in a location CFA Supply will service. If CFA Supply will be your distributor, the payments you will make to CFA Supply for any of the opening inventory of food products, ingredients, and supplies are estimated to range from approximately \$15,000 to \$65,000, but will not be due until after your franchised Chick-fil-A Restaurant business opens.

Except for the circumstances described in this Item 5, we do not refund any initial fee.

**Item 6**

**OTHER FEES**

Type of Fee	Amount	Due Date	Remarks <sup>1</sup>
Advertising	May vary (a) between 0% to 3.25%, to be determined by Chick-fil-A, as a percentage of "Gross Receipts" <sup>2</sup> or (b) by vote of Operators in local or regional areas	Monthly <sup>3</sup>	Since 6/30/89, Chick-fil-A has not charged any amount for advertising (0% of Gross Receipts) as a matter of internal policy, which is subject to change. Operators within a geographic area may establish local or regional advertising fees which may also apply to Gross Receipts from satellite units and food trucks. See Item 11
Additional Franchise Fee	\$5,000 for each additional Chick-fil-A Restaurant business, whether for a traditional location or a satellite unit	If and when you sign an Additional Business Amendment	Chick-fil-A may, but is not obligated to, during the term of the Franchise Agreement, offer you a license to operate one or more additional Chick-fil-A Restaurant businesses under your Franchise Agreement. You and Chick-fil-A will sign an Additional Business Amendment in the form attached as an exhibit to the Franchise Agreement for each additional Chick-fil-A Restaurant.

Type of Fee	Amount	Due Date	Remarks <sup>1</sup>
Business Services Fee	\$300	Monthly <sup>3</sup>	Chick-fil-A may offer directly or indirectly through an approved third-party supplier, certain business services. If offered, you must use the services. Chick-fil-A will determine the fee for services Chick-fil-A provides. You will pay for the cost and expense of your use of third-party business services, including costs rebilled or passed through to you by Chick-fil-A.
Rent <sup>6</sup> (Traditional Unit)	\$1,900 to \$67,200 (including, where applicable, percentage rent)	Monthly <sup>3</sup>	See Items 7 and 8
Occupancy Charge <sup>7</sup> (Satellite Unit)	Determined under the Concession Agreement attached as an exhibit to the Concession Sublicense Agreement; currently estimated to range between 8% to 50% of Gross Receipts	Monthly, or other time period stated in the Concession Agreement	See Note 7 below.
Food Truck Usage Fee (Food Truck)	Currently \$2,500 to \$2,600, plus additional fees, costs and expenses	Monthly <sup>3</sup>	The food truck usage fee is payable to Chick-fil-A under the Food Truck License and Sublease Agreement in lieu of the lease rental payment due from Chick-fil-A to the third party lessor under the third party food truck lease. You will also pay directly or reimburse Chick-fil-A for any payments other than the lease rental payment due or payable under or on account of the food truck lease, including applicable mileage surcharge or pass through costs, any sales, use, excise tax, apportioned personal property tax or other applicable tax. You will reimburse any costs and expenses Chick-fil-A incurs to return any food truck to good order, condition and repair.
Food Truck Insurance Fee (Food Truck)	Currently \$320 to \$400	Monthly <sup>3</sup>	Payable to Chick-fil-A to cover the food truck and its contents and inventory, but not any Operator-owned contents or inventory.
Insurance	\$225 to \$8,950	Monthly <sup>3,5</sup>	See Item 8

Type of Fee	Amount	Due Date	Remarks <sup>1</sup>
Equipment Rental	Currently \$750 to \$5,000	Monthly <sup>3,4</sup>	<p>The equipment rental will be based on the fair market rental value as determined by Chick-fil-A in its sole and exclusive business judgment and varies depending on the type of restaurant location. The current equipment rental is:</p> <p style="padding-left: 40px;">Free-Standing and In-Line: \$5,000/month; Drive-Through only: \$4,000/month; Mall: \$3,000/month; Satellite: \$750 - \$3,000/month.</p> <p>While specific items vary, the categories of equipment items leased typically include restaurant equipment, dining area furniture and fixtures and other items. The categories of equipment items leased vary by type of unit. For example drive-thru only units, mall units and satellite units typically would not require dining area furniture and fixtures. The equipment rental for a satellite unit could be less than the amount stated above for a satellite unit, including if the owner or manager of the premises provides certain equipment, or more inclusionog if the venue is large. A food truck and its equipment is covered separately under the Food Truck License and Sublease Agreement.</p> <p>See Item 10</p>
Hardware and Software Support; High-Speed Internet Access	\$9,500 to \$20,000 (annually)	As incurred	<p>The fees for a satellite unit may be less if Chick-fil-A's services are reduced because the owner or manager of the premises provides a POS system with accompanying software that you must use.</p> <p>See Item 11</p>



Type of Fee	Amount	Due Date	Remarks <sup>1</sup>
Fines – Minimum Standards and Procedures	Will vary under circumstances	As incurred	May be charged when you fail to maintain all applicable Minimum Standards or comply with the Franchise Agreement. <sup>5</sup>
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we are held liable for claims arising from the operation of your franchised Chick-fil-A Restaurant business or damage to the site.
Operating Service Fees	Determined by formula <sup>2</sup>	Monthly <sup>3</sup>	
Credit Card, Gift Card and related fees	Will vary	As incurred	Pursuant to contracts negotiated by us on behalf of the Chick-fil-A system with various credit card, gift card and processing vendors, certain processing and other related fees are imposed by each vendor with respect to its particular card(s) based upon the credit card or gift card sales made by your Chick-fil-A Restaurant business. You may be required to enter into contracts directly with such credit card, gift card and/or processing vendors. These fees vary under a wide degree of circumstances, and are nonrefundable.
Highway Signage	Will vary under circumstances	As incurred	Actual fabrication cost plus annual expense for securing municipal highway signage opportunities, if available, for your Chick-fil-A Restaurant.
Interest on Late Payments	The maximum rate permitted by law, or if none, 1 ¼% per month	As incurred	Any payment or other amount owed us under the Franchise Agreement, including any attached Lease(s), Concession Sublicense Agreement for any satellite unit(s) or Food Truck License and Sublease Agreement, will bear interest, compounded monthly after the due date. <sup>5</sup>

Type of Fee	Amount	Due Date	Remarks <sup>1</sup>
Cash Handling System Services <sup>8</sup>	\$85 to \$450 (monthly)	As incurred	Pursuant to vendor contracts negotiated by us on behalf of the Chick-fil-A system, we bill and collect certain fees and expenses that are charged by a vendor for cash handling system services provided each month by the vendor at your Chick-fil-A Restaurant business. You may be charged additional fees for non-warranty safe repairs; the amount will vary as incurred. You may not pay this fee to us in certain circumstances, including when your Chick-fil-A Restaurant business is located in a mall, office building or satellite location. See Note 8 below.
Reimbursement of Cost of Performance	Costs and expenses of performance	As incurred	If you fail to perform your obligations under the Lease, the Concession Sublicense Agreement for a satellite unit or the Food Truck License and Sublease Agreement for a food truck, Chick-fil-A may perform and you will reimburse Chick-fil-A's cost, together with interest.
Holdover Liquidated Damages	Double the base rent and percentage rent	As incurred	If you holdover or remain in occupancy of the premises for a non-satellite location after your Lease terminates or expires, the base rent and percentage rent will double, as liquidated damages and not as a penalty, but payment will not waive Chick-fil-A's other rights or remedies.

**Notes:**

1. These fees are imposed by Chick-fil-A and, except as expressly provided, are either (a) payable to Chick-fil-A, (b) payable to Chick-fil-A, as administrator, if determined by vote of Operators in your local or regional area, or (c) payable to the insurance company for premiums for worker's compensation and general liability coverages. All fees are non-refundable and are imposed uniformly except as expressly provided below.
2. Under the Franchise Agreement, you are required to pay certain fees to Chick-fil-A out of your receipts calculated and due on a monthly basis according to a set formula. That formula is described below, but the definitions of certain terms used in the formula are provided first:
  - (a) "Gross Receipts" for a particular restaurant for each calendar month is your entire gross receipts from sales (excluding sales tax) with respect to the restaurant, including any associated food

truck; any satellite unit is an additional Chick-fil-A Restaurant business and accounted for as a separate restaurant;

(b) “Operating Profit” for a particular restaurant for each calendar month is the amount by which Gross Receipts exceeds the ordinary and necessary expenses (as this term is reasonably determined by Chick-fil-A) incurred by you for the restaurant during the month; by way of example, for purposes of this calculation the following items shall not be ordinary and necessary expenses:

- (1) any amount you pay to yourself or, if you are approved to form and use an entity, the entity pays to you as compensation for services;
- (2) any salary paid to any member of your family, to the extent the salary exceeds normal wages for similar work; and
- (3) the “Base Operating Service Fee” (as defined below) and the “Additional Operating Service Fee” (as defined below);

“Aggregate Operating Profit” for a calendar month is the sum of the Operating Profit for the month of all restaurants operated by you;

(c) “Base Profit” for your first restaurant (the “Initial Business”) for each calendar month is \$1,000; you are not entitled to Base Profit with respect to any additional restaurant;

(d) “Base Operating Service Fee” for a particular restaurant for each calendar month is the amount by which 15% of the Gross Receipts for the month exceeds the monthly equipment rental payable and business services fee for the calendar month. Chick-fil-A allocates a portion of the Base Operating Service Fee as a royalty for the sublicense of intellectual property. “Aggregate Base Operating Service Fee” for a calendar month is the sum of the Base Operating Service Fee for the month of all restaurants operated by you;

(e) “Net Profit for Initial Business” of the Initial Business for each calendar month is the difference between: (i) the Operating Profit for the month; and (ii) the sum of: [A] the Base Operating Service Fee for the month, [B] the Base Profit for the month, [C] the Base Profit Offsets, and [D] the Service Fee Offsets at the effective date of computation; “Net Profit for Additional Business” for a particular additional business (an “Additional Business”) for each calendar month is the difference between: (i) the Operating Profit for the Additional Business for the month and (ii) the Base Operating Service Fee for the Additional Business for the month;

(f) “Additional Operating Service Fee” as to a particular restaurant for each calendar month is (i) in the case of the Initial Business, 50% of the Net Profit for Initial Business for the month or (ii) in the case of an Additional Business, 50% of the Net Profit for Additional Business for the month;

(g) “Additional Profit” as to a particular restaurant for each calendar month is (i) in the case of the Initial Business, 50% of the Net Profit for Initial Business for the month or (ii) in the case of an Additional Business, 50% of the Net Profit for Additional Business for the month; “Aggregate Additional Profit” for each calendar month is the sum of the Additional Profit for the month of all restaurants operated by you;

- (h) “Extra Profit” for each calendar month is an advance on Additional Profit in the maximum amount of \$1,500; you are not entitled to retain an Extra Profit with respect to any additional restaurants;
- (i) “Daily Deposit” as to a particular restaurant including any associated food truck, for each calendar day is your daily Gross Receipts as adjusted for minor cash expenditures, cash overages and shortages and other cash received;
- (j) “Base Profit Offsets” is a floating amount that is zero at the beginning of each calendar year and is: (i) increased from time to time during the calendar year by the amount of all Base Profits retained by you but not covered by Aggregate Operating Profit; and (ii) decreased from time to time during the calendar year when and to the extent subsequent Aggregate Operating Profit is sufficient to cover the Base Profits;
- (k) “Service Fee Offsets” is a floating amount that is zero at the beginning of each calendar year and is (i) increased from time to time during the calendar year by the amount of all Base Operating Service Fees that you do not pay to Chick-fil-A; and (ii) decreased from time to time during the calendar year when and to the extent that you pay the previously unpaid Base Operating Service Fees to Chick-fil-A; and
- (l) “Extra Offsets” is a floating amount that is zero at the beginning of each calendar year and is: (i) increased from time to time during the calendar year by the amount of all Extra Profits retained by you but not covered by the Aggregate Additional Profit; and (ii) decreased from time to time during the calendar year when and to the extent subsequent Aggregate Additional Profit is sufficient to cover the Extra Profits.

You pay Chick-fil-A from the Aggregate Operating Profit of the restaurants for each calendar month, an amount equal to the sum of the Aggregate Base Operating Service Fee and the Aggregate Additional Operating Service Fee, and retain for yourself an amount equal to the sum of the Base Profit, Extra Profit and any Aggregate Additional Profit in excess of Extra Profit, less any Extra Offsets (not to exceed the Aggregate Additional Profit for the month). To the extent that your Aggregate Operating Profit for a month is not sufficient to fund all of these payment and retention items, you must disburse your Aggregate Operating Profit in the following order, until it is exhausted:

- (a) you retain for yourself the Base Profit;
- (b) you pay the Aggregate Base Operating Service Fee;
- (c) you pay the Base Profit Offsets, the Service Fee Offsets and the Aggregate Additional Operating Service Fee; and
- (d) you retain for yourself the amount, if any, by which the Aggregate Additional Profit exceeds the Extra Offsets.

You may retain, however, on a monthly basis the full Base Profit and the Extra Profit, even if Aggregate Additional Profit for the month (less the Extra Offsets) is insufficient to cover these distribution items, and even if revenue is insufficient to cover the Aggregate Base Operating Service Fee, the Base Profit Offsets, Service Fee Offsets and Aggregate Additional Operating Service Fee for the month. To the extent that Aggregate Operating Profit is insufficient to cover the full Base Profit and/or the Extra Profit when they are retained by you and the Aggregate Base Operating Service Fee, future Aggregate Operating Profit during the calendar year must be allocated to cover existing arrearage of Base Profit,

Extra Profit and/or Aggregate Base Operating Service Fee before you will be entitled to any future Additional Profit.

All of these calculation and payment concepts are set forth in detail in Section 14 of the Franchise Agreement.

Chick-fil-A may in the exercise of its sole and exclusive business judgment offer certain additional marketing or other incentive funds and programs to one or more Operators in connection with certain special circumstances or situations that arise from time to time, such as assisting with brand-building in low awareness areas, including new markets, new locations, enhancing the physical premises of Chick-fil-A Restaurant facilities or other challenging situations which may have a detrimental effect on sales and profits. Chick-fil-A is under no obligation to offer these additional marketing or other incentive funds and programs or any other assistance of this type to you under any circumstances. Such additional marketing or other incentive funds and programs do not grant you any contract rights, are not part of your contract, and do not modify or affect Chick-fil-A's or your contract rights and obligations under the Franchise Agreement. Chick-fil-A's internal programs and policies are subject to change or cancellation at any time by Chick-fil-A.

3. Between the first and fifteenth day of each month, Chick-fil-A prepares a fee calculation report for your franchised Chick-fil-A Restaurant business for the preceding month in order to determine the fees and other expenses to be paid from your Gross Receipts and, as part of the fee calculation process, calculates the fees and expenses according to the formula described in Note 2 above. Although calculated and due on a monthly basis, these fees and expenses are paid from Gross Receipts as expenses of your franchised Chick-fil-A Restaurant business to Chick-fil-A on either a monthly or pro rata/month to date daily basis. The expenses you pay to the insurance company related to the insurance premiums for worker's compensation and general liability coverages are also reflected on the fee calculation report. The Gross Receipts, fees and expenses of a food truck are accounted for and included in the fee calculation report of its associated Chick-fil-A Restaurant business. A separate fee calculation report is prepared for each Additional Business, including any satellite unit.
4. These fees are paid from Gross Receipts as expenses of your franchised Chick-fil-A Restaurant business as described in Note 2 and Note 3 above, except as described in Note 3. These amounts are exclusive of any applicable sales, use and property taxes.
5. Under the Franchise Agreement, you appoint Chick-fil-A as your agent to establish and administer a program for collecting and accounting for the receipts of your franchised Chick-fil-A Restaurant business, and facilitating your payment of the rent, any equipment rental and any other payments or charges due pursuant to the Lease for the restaurant premises, as applicable certain of the insurance premiums elected by you or designated by Chick-fil-A, advertising contributions, any fees or charges pursuant to the Franchise Agreement, and other amounts owed to Chick-fil-A and/or suppliers by you. With regard to the worker's compensation and general liability insurance program, you will get billed by and will pay the insurance carrier. At the same time, you remain responsible for assisting Chick-fil-A in its administration of the program for collecting and accounting for the receipts of your franchised Chick-fil-A Restaurant business. For example, you must establish a cash handling system (including a bank account with allowance for banking-related fees to be paid and funds to be transferred therefrom by Chick-fil-A pursuant to the Franchise Agreement). You must deposit your Daily Deposit into your cash handling system each day prior to exiting the Restaurant and/or follow other procedures as designated from time to time by Chick-fil-A. In the event that approved cash handling system services are not provided in your geographic area or you otherwise are approved for an exemption from our then current cash handling system service requirements, you will be required to deposit the funds directly into a local bank account or

a prescribed Chick-fil-A group bank account, or otherwise follow other procedures as designated from time to time by Chick-fil-A. You must transmit a report to Chick-fil-A at the end of each business day regarding the amount of the Daily Deposit for your franchised Chick-fil-A Restaurant business, and Chick-fil-A will transfer that amount from your cash handling system bank account into Chick-fil-A's general account. If you operate a satellite unit and the premises owner or manager collects customer payments, certain of the above cash handling procedures (and fees) will not apply to you or may be reduced. Under the Franchise Agreement, you are responsible for paying your expenses and Chick-fil-A is authorized as your agent under the program to perform certain accounting functions and to facilitate other payments and disbursements of funds pursuant to the Franchise Agreement.

Chick-fil-A may maintain your funds in segregated, group and/or general bank account(s) that include your funds, other operators' funds and/or Chick-fil-A's funds. Chick-fil-A may use the funds at its election from time to time prior to your funds being disbursed pursuant to the terms of the Franchise Agreement, and if and only to the extent that Chick-fil-A does so, Chick-fil-A will pay interest on the used funds for the time period of their use at an interest rate and using an allocation method as determined by Chick-fil-A in its sole and exclusive business judgment from time to time; provided, however, that the interest rate for any applicable period shall not be less than the applicable Prime Rate as published in the Wall Street Journal for the same time period (the "Applicable Prime Rate") and shall not be greater than the Applicable Prime Rate plus one percent. Any bank account(s) established or maintained by Chick-fil-A are not trust funds or trust accounts. No fiduciary or implied duties, relationships or covenants exist between Chick-fil-A and you arising out of or relating to the Franchise Agreement, the program, the account(s), the funds or their respective administration. Chick-fil-A only, and not you, is entitled to receive the earnings credits, interest and/or any other banking benefits, if any, earned, awarded or elected on the account(s) and the funds in the account(s).

6. Your lease payment will be based on the Lease, and any applicable prime lease or ground lease, for your franchised Chick-fil-A Restaurant business in a traditional location, and will vary depending on where your franchised Chick-fil-A Restaurant business is located, the size of the premises, whether you are to operate a free-standing, mall or in-line restaurant, and other factors. The occupancy charge for a satellite unit is described in the following Note.

If Chick-fil-A owns the premises on which a Chick-fil-A Restaurant is operated, under the terms of the Lease, you will be a lessee of the premises and must comply with the obligations imposed by Chick-fil-A upon you as primary lessee of the premises. You will be required to make monthly payments to Chick-fil-A. The monthly payments will include all of the monthly base rent, percentage rent and any other extra or additional charges and rents due under the Lease.

If Chick-fil-A leases the premises on which a Chick-fil-A Restaurant is operated, under the terms of the Lease, you will be a sublessee of the premises and must comply with the obligations imposed on Chick-fil-A as the primary lessee of the premises and imposed by Chick-fil-A upon you as a sublessee. You will be required to make monthly payments to Chick-fil-A. The monthly payments will include all of the monthly base rent, percentage rent and any other extra or additional charges and rents due under the Lease.

The prime lease, ground lease and other related real estate documents for a site are subject to periodic amendment, renewal and/or renegotiation. As a result, the obligations imposed upon Chick-fil-A for a site may change from time to time and, as a result, the terms of your Lease with Chick-fil-A (including, but not limited to, your monthly payments to Chick-fil-A, the base rent, percentage rent, taxes, common area maintenance (CAM) charges, and other additional or extra

charges and rents) could also change. In addition, as a result of a periodic amendment, renewal and/or renegotiation of the prime lease, ground lease or other related real estate documents for the site, your rights and privileges to use and enjoy the premises could also change during the term of your Franchise Agreement and its attached Lease(s), including with regard to signage, physical layout, parking, access, site and/or product related exclusives and other matters.

In certain instances, Chick-fil-A, or a wholly-owned subsidiary of Chick-fil-A, may become the owner of the premises on which a Chick-fil-A Restaurant is operated as a result of the exercise of option rights under a ground lease or other type of acquisition. If this occurs during the term of your Franchise Agreement and its attached Lease(s), your then-current sublease will terminate and you will become either: (1) a lessee of the premises and must comply with the obligations imposed by Chick-fil-A upon you as primary lessee of the premises, including making monthly lease and other payments to Chick-fil-A; or (2) a sublessee of the premises and must comply with the obligations imposed upon Chick-fil-A as primary lessee of the premises by Chick-fil-A's affiliate acting as the landlord, including making monthly sublease and other payments to Chick-fil-A or Chick-fil-A's affiliate, all as determined by Chick-fil-A in the exercise of its sole and exclusive business judgment.

For a site that is owned by Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A), the calculation of monthly base rent for the site can generally be explained as follows -- the total amount invested by Chick-fil-A or its wholly-owned subsidiary in the acquisition of the land (including title premiums, endorsements, recording fees and other costs incurred) is added to the amounts invested by Chick-fil-A or its wholly-owned subsidiary for the building shell, then the sum is multiplied by a finance factor, and then that product is divided by twelve. Additionally, for a site that is owned by Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A), to the extent the calendar year-to-date gross receipts of a Chick-fil-A Restaurant business exceed a certain percentage rent breakpoint, you will be obligated to pay Chick-fil-A percentage rent.

For a site that is leased by Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A) pursuant to a ground lease, the calculation of monthly base rent for the site can generally be explained as follows -- the total amount invested by Chick-fil-A or its wholly-owned subsidiary in the acquisition of the land (including title premiums, endorsements, recording fees and other costs incurred) is added to the amounts invested by Chick-fil-A or its wholly-owned subsidiary for the building shell then the sum is multiplied by a finance factor. The product is then added to the total rent under the ground lease, and that sum is divided by twelve; provided, however, the monthly base rent could increase when and if, among other things, the rent under the ground lease increases. Additionally, for a site that is leased by Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A) pursuant to a ground lease, to the extent the calendar year-to-date gross receipts of a Chick-fil-A Restaurant business exceed a certain percentage rent breakpoint, you will be obligated to pay Chick-fil-A percentage rent.

For a site that is leased by Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A) for an in-line location, the calculation of monthly base rent for the site can generally be explained as follows -- the base rent payable to Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A) for the site is calculated per the terms of the Franchise Agreement and its attached Lease(s) which incorporates the prime lease. The monthly base rent could increase when and if, among other things, the rent under the prime lease increases pursuant to the terms of the prime lease. Additionally, for a site that is leased by Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A) for an in-line location, to the extent the calendar year-to-date gross receipts of a Chick-fil-A Restaurant business exceed a certain percentage rent breakpoint, you will be obligated to pay Chick-fil-A percentage rent.

For a site that is leased by Chick-fil-A for a mall location, base rent and percentage rent (if any) are payable to Chick-fil-A for the site per the terms of the Franchise Agreement and the Lease which incorporates the prime lease. The base rent and percentage rent (if any) could increase when and if, among other things, the rent under the prime lease increases pursuant to the terms of the prime lease.

The percentages used in computing payments based on Gross Receipts have been determined by Chick-fil-A in consideration of the set of rights being granted by Chick-fil-A, the drawing power of a Chick-fil-A Restaurant, the value of the Chick-fil-A system as a whole, the ratio between our investment and your investment, potential rates of return on investment, the ratio between what we think might be our potential return and yours, the amount which we have at risk, and Chick-fil-A's interests in obtaining a profit in light of competitive conditions. All payments made by you to Chick-fil-A are part of a single financial arrangement between you and Chick-fil-A which, taken as a whole and without regard to any designation or description, reflect the value of the rights being made available to you by Chick-fil-A and the services being rendered by Chick-fil-A during the term of the Franchise Agreement including its attached Lease(s). The percentages may vary among Operators depending upon when a franchise or site was obtained or leased as well as other factors. In unusual circumstances which include special costs, the fees paid by you may be higher than those outlined in this Item 6.

Chick-fil-A may in the exercise of its sole and exclusive business judgment cap or limit the lease payments of one or more Operators in connection with certain special circumstances or situations that arise from time to time. As a result, for example, the monthly payments for these Operators may not equal all of the monthly base rent and other extra or additional charges and rents set out in the prime lease or ground lease agreements between Chick-fil-A and the landlord for these sites. Chick-fil-A is under no obligation to offer a cap or limit to you under any circumstances. Any cap or limit offered by Chick-fil-A to you from time to time does not grant you any contractual rights, is not part of your contract, and does not modify or affect Chick-fil-A's or your contractual rights and obligations under the Franchise Agreement or the Lease. Chick-fil-A's internal programs and policies, including any cap or limit on lease payments, are subject to change or cancellation at any time in the future as determined by Chick-fil-A in its sole and exclusive business judgment.

Pursuant to a Chick-fil-A internal rent policy effective beginning January 1, 2015 (the "Rent Policy"), your rent for a franchised Chick-fil-A Restaurant premises in a traditional location during the duration of the policy (excluding any equipment) will not exceed 6% of the annual Gross Receipts of your franchised Chick-fil-A Restaurant business. Chick-fil-A's Rent Policy does not extend to, affect or limit in any way, your obligation to pay any other monies or charges due under the Franchise Agreement or any additional charges and expenses due under any Lease. Chick-fil-A's Rent Policy has been established unilaterally as part of Chick-fil-A's internal working procedures. Chick-fil-A's Rent Policy is not a part of any contract between Chick-fil-A and you and does not create any rights or expectations for you under your Franchise Agreement and its attached Lease(s), including the rent calculation report(s). Chick-fil-A's Rent Policy also does not amend, modify or affect any contract rights and obligations between Chick-fil-A and you as otherwise set forth in the Franchise Agreement and its attached Lease(s), including the rent calculation report(s). The application of Chick-fil-A's Rent Policy to individual situations may vary. Chick-fil-A's Rent Policy is subject to revocation and/or change at any time in the future as determined by Chick-fil-A in its sole and exclusive business judgment. Chick-fil-A's Rent Policy does not apply to occupancy charges for a satellite unit.



The rent figures reflected above in this Item 6 represent the lowest and highest approximate amounts of monthly rent paid by any single Chick-fil-A Operator during calendar year 2019 under the lease or sublease for the Operator's franchised traditional Chick-fil-A Restaurant business, including, where applicable, for percentage rent. In unusual circumstances which include special costs, the fees paid by you may be higher than those outlined in this Item 6. These circumstances may include certain high-cost sites.

7. If Chick-fil-A offers you a license to operate an additional Chick-fil-A Restaurant business under your Franchise Agreement as a satellite unit, you will pay an occupancy charge to the premises owner or manager under the Concession Agreement. We currently estimate the occupancy charge will be between 8% to 50% of Gross Receipts of the satellite unit, covering the charges for the right to occupy and use the premises (comparable to rent and any percentage rent), use of any owner/manager supplied equipment, owner/manager supplied services, and common area charges. The wide range of the estimated occupancy charge demonstrates that each satellite unit opportunity is unique and the economic terms of the particular Concession Agreement should be reviewed and evaluated carefully. The occupancy charge payable under the Concession Sublicense Agreement to the satellite unit premises owner or manager will vary depending on where your franchised satellite Chick-fil-A Restaurant business is located, the size of the premises, the equipment and services provided by the owner or manager of the premises, if any, and other factors. The occupancy charge may be payable and described in whole or in part similarly to rent as a percentage of Gross Receipts or stated dollar amount. Alternatively, the same charges may be described under a commission structure, where the owner or manager of the premises collects the Gross Receipts of the satellite unit from sales to customers and then distributes to you (or Chick-fil-A on your behalf) a "commission" where your commission is the balance of the Gross Receipts after the owner or manager of the premises subtracts the occupancy charge amount (and if applicable, any sales tax the owner or manager undertakes the responsibility to report and pay). The occupancy charge stated in the Concession Agreement is passed through to you dollar for dollar under the Concession Sublicense Agreement, with no markup and no cap. The Rent Policy does not apply to occupancy charges payable for satellite units. The occupancy charge figures reflected above in this Item 6 represent the lowest and highest approximate percentage range of occupancy charge you will pay. The fees you pay may be higher than those outlined in this Item 6. These circumstances may include certain high-cost sites, special costs and unique venues.
8. If none of our vendors provide cash handling system services in the geographic area where your Chick-fil-A Restaurant business is located, you will not pay these fees and expenses to us. If your Chick-fil-A Restaurant business is located in a mall, office building or satellite location, you may not be required to pay these fees and expenses to us depending on a variety of factors, including the location of the mall or office building, its use restrictions and requirements, whether the owner or manager of the location collects customer payments, and other things. In these circumstances, you may incur similar fees and expenses by engaging a vendor directly or paying the vendor appointed by the owner or manager of the location or the owner or manager directly, to provide similar services.

**Item 7**

**ESTIMATED INITIAL INVESTMENT<sup>1</sup>**

Type of Expenditure <sup>1</sup>	Amount <sup>1</sup>	Method of Payment	When Due	To Whom Payment Is to Be Made
<b>INITIAL EXPENDITURE</b>				
Initial Franchise Fee	\$10,000 <sup>2</sup>	Lump Sum	At time of signing Franchise Agreement	Chick-fil-A
<b>ADDITIONAL EXPENDITURES</b>				
Opening Inventory	\$17,830 to \$57,860	As Incurred	As Incurred (but not due until after Restaurant opens)	Chick-fil-A, CFA Supply where applicable and Other Suppliers
First Month's Rental of Equipment	\$750 to \$5,000	Monthly <sup>3</sup>	By the 1st day of each month (but not due until after Restaurant opens)	Chick-fil-A
First Month's Lease/Sublease of Premises	\$1,900 to \$67,200 <sup>4</sup>	Monthly <sup>3</sup>	By the 1st day of each month (but not due until after Restaurant opens)	Chick-fil-A (see Item 11 below)
First Month's Insurance Expense	\$255 to \$8,950 <sup>5</sup>	Monthly <sup>3</sup>	Determined by Chick-fil-A and/or Insurance Carrier (but not due until after Restaurant opens)	Chick-fil-A and/or Insurance Carrier
Additional Funds	\$552,125 to \$1,876,390 <sup>4,6</sup>	As Incurred	As Incurred During First 3 Months of Operation	Chick-fil-A, CFA Supply where applicable, Insurance carrier, Employees, Utilities, Suppliers and other third parties
<b>TOTAL ESTIMATE OF INITIAL INVESTMENT</b>	<b>\$582,360 to \$2,025,400 <sup>1,4</sup></b>			

**Notes:**

- The preceding table describes the costs of initial investment for a Chick-fil-A Restaurant, whether a free-standing unit, mall unit, in-line unit, drive-thru only unit or satellite unit. There are some

differences between the estimated initial investment for certain costs depending on the type of unit, which are noted in the following notes to this table. The initial investment for satellite units vary in particular from other types of units due to unique factors such as seasonal operations, unique operating hours, and limited access to sell to the public as a result of being located in spaces with ticketed/captive audiences. The initial investment for a satellite unit is estimated to fit under the high range of certain of the estimated costs in the preceding table, and is estimated to be less than the low range for certain of the estimated costs.

2. Once you have paid the \$10,000 initial franchise fee for your initial franchised Chick-fil-A Restaurant business (which must be in a traditional location), if you are offered the opportunity to operate an additional franchised Chick-fil-A Restaurant business, whether a traditional location or a satellite unit, you will pay an additional franchise fee in the amount of \$5,000 for each Additional Business. The initial franchise fee is considered fully earned and non-refundable upon payment, except that the \$5,000 portion of the initial franchise fee that is maintained by Chick-fil-A as the working capital deposit is refundable as described in Item 5. The additional franchise fee is considered fully earned and non-refundable upon payment.

Although the \$10,000 initial franchise fee (or the \$5,000 additional franchise fee, if applicable), is the only initial out-of-pocket investment you will be required to make to begin operation of your franchised Chick-fil-A Restaurant business (or Additional Business under your Franchise Agreement), the other expenditures in the table will reduce the actual profits of your franchised Chick-fil-A Restaurant business and will affect the amount of your income.

3. These amounts are deducted from the Gross Receipts of your franchised Chick-fil-A Restaurant business as expenses. Although calculated and due on a monthly basis, these fees and expenses are paid from Gross Receipts as expenses of your franchised Chick-fil-A Restaurant business to Chick-fil-A on either a monthly or pro rata/month to date daily basis, except for the insurance premiums for worker's compensation and general liability coverages. See Item 5 and Note 2 and Note 3 to the table in Item 6 and Note 5 below.
4. These amounts depend on where your franchised Chick-fil-A Restaurant business will be located, the size of the premises, traditional location or satellite unit and other factors. The amount could be higher, for example, if your franchised Chick-fil-A Restaurant business will be located in a flagship-type, urban facility in a large metropolitan market. If you operate a satellite unit as an additional franchised Chick-fil-A Restaurant business in a non-traditional location, you will pay an occupancy charge instead of rent. We currently estimate the occupancy charge will range between 8% to 50% of Gross Receipts. The equipment rental for a satellite unit could be less than the amount stated above for a satellite unit, including if the owner or manager of the premises provides certain equipment, or more including if the venue is large.
5. As applicable you must obtain certain of the insurance coverages elected by you or designated by Chick-fil-A, from Chick-fil-A or through Chick-fil-A acting as administrator. With regard to the worker's compensation and general liability insurance program, (i) you will obtain these coverages from the designated insurance carrier, (ii) will get billed by and will pay the insurance carrier, and (iii) as each month's premium payment will pay 1/12th of the premium cost for the calendar year. These amounts will not be due until after your franchised Chick-fil-A Restaurant business opens.
6. This amount reflects the costs you can expect to pay in your first three months of operation and includes your expenses, as well as the cost of repairs, maintenance and utilities, but does not include any draws, disbursements or other distributions taken by you. In formulating these figures, Chick-fil-A has relied on its over 50 years of experience in the Chick-fil-A Restaurant business and on

the financial performance of franchised Chick-fil-A Restaurants and company-operated Chick-fil-A Restaurants opened during the fiscal year ended December 31, 2019. The exact amount required for additional funds will vary from operation to operation and cannot be estimated with certainty for your franchised Chick-fil-A Restaurant business.

### **Item 8**

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

**Approved Supplies and Suppliers:** Chick-fil-A has an interest in the proprietary seasoning used in the preparation of certain Chick-fil-A brand chicken products. Chick-fil-A purchases the seasoning from the producers of the seasoning and has it shipped directly to Chick-fil-A's authorized or approved poultry suppliers. These poultry suppliers then apply the seasoning to most of the chicken products sold to the Operators. Payments to Chick-fil-A for the proprietary seasoning are received from the poultry supplier when the chicken is sold to Chick-fil-A's authorized distributor(s). Currently, Chick-fil-A is receiving payments of approximately \$.06 per pound of seasoned chicken, which amount includes a payment to Chick-fil-A for its proprietary interest in the seasoning, and which amount may vary and otherwise change due to among other things food costs and product initiatives.

Chick-fil-A also has an interest in the proprietary seasoned coater used in the preparation of most Chick-fil-A brand chicken products. The seasoned coater is purchased by Chick-fil-A from the producer and is shipped directly to Chick-fil-A's authorized distributor(s). Payments to Chick-fil-A for the proprietary seasoned coater are received from the distributor(s) of the seasoned coater when the seasoned coater is purchased by the distributor(s) from Chick-fil-A. The distributor(s) then sells the seasoned coater to the Operators. Your cost for the seasoned coater depends on a pricing formula that includes a markup by Chick-fil-A that may change. Based upon the cost of ingredients to Chick-fil-A (including any freight charges paid to the producer) your cost will fluctuate.

Our affiliate CFA Supply will be a distributor approved to carry food products, ingredients, and supplies for franchised, licensed, and company and affiliate owned Chick-fil-A Restaurants. CFA Supply may be the only approved primary distributor serving the geographic area in which it will operate. CFA Supply began operations in July 2019. If your franchised Chick-fil-A Restaurant will be in a location CFA Supply will service, your cost for the food products, ingredients, and supplies will depend on a pricing formula CFA Supply will determine in the exercise of its sole and exclusive business judgment that will include, among other factors, a distribution fee and an allowance for fuel and freight costs from the CFA Supply warehouse to the Chick-fil-A Restaurants it will supply.

Our affiliate Bay Center will produce Chick-fil-A branded lemon juice that is a proprietary principal ingredient used to produce proprietary Chick-fil-A branded lemonade. Bay Center will be an approved supplier to supply lemon juice to Chick-fil-A Restaurants in geographic areas where it will operate. Bay Center may be the only approved supplier of lemon juice for the geographic area where it will operate. We anticipate Bay Center will begin operations in the coming year. The lemon juice is purchased by Chick-fil-A's authorized distributor(s) from Bay Center and is shipped by Bay Center directly to Chick-fil-A's authorized distributor(s). The distributor(s) pays Bay Center for the proprietary lemon juice when the lemon juice is purchased by the distributor(s). The distributor(s) then sells the lemon juice to the Operators. If your franchised Chick-fil-A Restaurant will be in a location Bay Center will supply, your cost for the lemon juice will depend on a pricing formula Bay Center will determine in the exercise of its sole and exclusive business judgment that will include a markup by Bay Center that may change. Based upon the cost of ingredients to Bay Center (including any freight charges) your cost will fluctuate.

You must purchase all of the following items from suppliers who are approved in advance by Chick-fil-A: all present and future items of food and drink; all items of non-food inventory intended for sale to or use by your customers; all ingredients, food products, produce, mixes, spices, cooking aides, wrappings, food and beverage containers; certain other designated items necessary for maintaining and cleaning your franchised Chick-fil-A Restaurant business, certain proprietary marketing and promotional materials and other items bearing our trademarks, and all other items necessary or optional for preparing products sold in your franchised Chick-fil-A Restaurant business. You may not buy from any supplier that we have not yet approved in writing, and you must stop buying from any supplier who we approve initially, but later disapprove. For purposes of this Item 8, a “supplier” may be a manufacturer, distributor or wholesale/retail establishment which carries the product. A “manufacturer” makes the product or provides the service; a “distributor” acquires the product from the manufacturer and ships the product to you.

In order to, among other things, take advantage of marketplace efficiencies and volume pricing, Chick-fil-A negotiates and enters into certain system-wide purchase and distribution arrangements with suppliers for many supplies, ingredients, food and beverage products, produce and other items and services used in, or in connection with the operation of, Chick-fil-A Restaurants. Among its approved suppliers, Chick-fil-A encourages and reserves the right to require its Operators to use its system-wide purchase and distribution programs for their purchases of most supplies, ingredients, food and beverage products, produce, other items and services necessary for operating and promoting a Chick-fil-A Restaurant. When considering whether to approve any particular supplier or to enter into any particular arrangement, Chick-fil-A considers, among other things, the following factors: whether the supplier can show, to our reasonable satisfaction, the ability to meet our then-current standards and specifications; whether the supplier has adequate quality controls and capacity to meet the Chick-fil-A system’s needs promptly and reliably; and whether the supplier’s approval or the particular supplier arrangement would enable the Chick-fil-A system as a whole, in our sole and exclusive business judgment, to take advantage of marketplace efficiencies and volume pricing.

In some circumstances, for example with respect to certain produce, bread and other product purchases for some Chick-fil-A Restaurants located in some geographic areas, we may require that you make purchases locally. Under these circumstances, we may require that you seek local suppliers for perishable items like bread and produce, but we reserve the right to approve your sources for these items in accordance with our then-current standards and specifications.

If you are operating a mall unit, we will negotiate and enter into a prime lease for the premises. In addition, we also negotiate and enter into prime leases for the free-standing and drive-thru only units which we do not own. In either case, you are a sublessee of the premises and must comply with the obligations imposed on Chick-fil-A as primary lessee of the premises. See Items 5 and 6 above. In some instances, Chick-fil-A will own the premises on which free-standing units are operated. Whether Chick-fil-A owns or leases the premises for your franchised Chick-fil-A Restaurant business in a traditional location, you are required to make lease payments directly to Chick-fil-A.

If you are operating a satellite unit, we will negotiate and enter into a Concession Agreement with the owner or manager of the premises, for the right to occupy and conduct the Chick-fil-A Restaurant business at the premises. You will enter into the Concession Sublicense Agreement with us and you will be a sub-licensee (technically a sub-concessionaire) of the premises and must comply with the obligations imposed on Chick-fil-A as primary licensee (technically concessionaire) of the premises. See Items 5 and 6 above.

If you are operating a food truck as an extension and part of an existing Chick-fil-A Restaurant location, you will enter into the Food Truck License and Sublease Agreement with us. Currently, in most cases, Chick-fil-A leases the food truck from a third party and you must sublease the food truck from Chick-fil-A. You must comply with the obligations imposed on Chick-fil-A as primary lessee of the food truck. See

Items 5 and 6 above. You will pay Chick-fil-A the food truck usage fee under the Food Truck License and Sublease Agreement in lieu of the lease rental payment due from Chick-fil-A to the third party lessor under the third party food truck lease.

Chick-fil-A sometimes purchases marketing assets on behalf of participating Operators in a market with the primary goal of use of the items by the participating Operators for marketing activation. Examples of marketing assets include branded activation units, spectacular cow creatives, and branded props. The Operators within the geographic area reimburse Chick-fil-A for the amount of the purchase price and the expenses of the marketing asset from the local or regional advertising fees they contribute. Each participating Operator enters into a lease agreement with Chick-fil-A for the right to participate in the shared use of the related marketing asset.

We will provide you with most or all of the equipment (and other property necessary to operate your franchised Chick-fil-A Restaurant business, including the kitchen appliances and equipment), and dining area furniture and fixtures. In exchange for your use of our equipment, furniture, and fixtures under the Lease, you will be required to make rental payments to us based on the fair market rental value as determined by Chick-fil-A in its sole and exclusive business judgment, currently in the amount of \$750 to \$5,000 per month depending on the type of location (free-standing, drive-thru only, mall or satellite unit), exclusive of any applicable sales, use and property taxes. In some circumstances, you may decide to purchase additional items of approved small wares, operating supplies, utensils, equipment and other goods in order to maximize the sales and profit potential of your franchised Chick-fil-A Restaurant business. The equipment rental for a satellite unit could be less than the amount stated above for a satellite unit, including if the owner or manager of the premises provides certain equipment, or more including if the venue is large.

Under the Franchise Agreement, between the first and fifteenth day of each month, we prepare a fee calculation report for your franchised Chick-fil-A Restaurant business, and calculate the fees and other expenses to be paid by you out of your revenues according to a set formula. (See Item 6, Note 2 for a description of this formula). Prior to revenue disposition, a monthly business services fee, currently \$300, will be deducted from your Gross Receipts as an expense of your franchised Chick-fil-A Restaurant business, as payment to us for provision of other business-related services.

You must purchase minimum levels of certain types of designated insurance through our approved insurance programs if offered or, if not offered, approved third-party vendors, including commercial general liability, automobile liability and excess/umbrella liability insurance with minimum limits of liability and other terms determined by us to provide certain minimum levels of coverage for your franchised Chick-fil-A Restaurant business; and worker's compensation, unemployment compensation, disability insurance, social security and any other insurance coverage designated by us as required to be purchased through our approved insurance programs. To the extent offered and required, you must participate in our insurance programs, which meet these standards with a combination of insurance contracts and self-insurance. Under the terms and conditions of the Franchise Agreement, we may add to, increase or change your insurance requirements. Chick-fil-A does not receive any revenues from insurance purchased by you. As applicable, we simply rebill or pass through to you the cost of certain of the insurance premiums elected by you or designated by Chick-fil-A described above. With regard to the worker's compensation and general liability insurance program, you will obtain these coverages from the designated insurance carrier, will get billed by and will pay the insurance carrier. The worker's compensation and general liability insurance program is described in greater detail below in this Item 8. It is currently the sole approved insurance program for the purchase of worker's compensation and general liability insurance.

We have not adopted specific criteria to evaluate or approve alternative suppliers for the goods and services which you must purchase from Chick-fil-A-approved sources. We deal with requests for approval of alternative suppliers of goods on a case-by-case basis. If we receive requests for alternative suppliers

for items that are not Chick-fil-A trade secret items or items that do not use our trademarks, we will provide an Operator the standards and specifications for the item and will consider permitting sourcing from alternative suppliers consistent with the standards and specifications. However, we reserve the right to designate only one supplier or a limited number of suppliers for certain items (including, without limitation, the physical distribution of products, soft drinks, ingredients, etc.) in order to take advantage of marketplace efficiencies and volume pricing. We also reserve the right to not approve or disapprove any supplier if among other things: (1) the supplier cannot show, to our reasonable satisfaction, the ability to meet our then-current standards and specifications; (2) the supplier cannot show, to our reasonable satisfaction, adequate quality controls and capacity to meet the Chick-fil-A system's needs promptly and reliably; or (3) Chick-fil-A determines in the exercise of its sole and exclusive business judgment that the supplier's approval would impact negatively upon the Chick-fil-A system's ability, as a whole, to take advantage of marketplace efficiencies and volume pricing. Finally, we reserve the right to conditionally approve a supplier or to limit our approval of a supplier to certain products, restaurants or circumstances.

We stock certain non-proprietary items such as small wares and operating supplies, utensils and other goods which are made available to you for your convenience. We also stock certain proprietary items, including marketing and promotional materials and other items bearing our trademarks, and other proprietary items which we may make available to you for your convenience, and are used by you in local advertising, marketing and promotions, and in your franchised Chick-fil-A Restaurant. Though we are not the sole authorized supplier of most of these items, you are likely to purchase them from us for convenience and/or price savings. Currently, the cost to Operators for warehouse goods is our cost plus approximately 2.5%, which amount may include a payment to Chick-fil-A for a portion of its costs associated with the processing and storage of the goods and shipping the goods from the supplier to Chick-fil-A's warehouse. Operators are also charged for the shipping costs from our warehouse to their franchised Chick-fil-A Restaurants. Chick-fil-A may change the warehouse program, and any associated costs and charges to Operators, in the exercise of its sole and exclusive business judgment. You also may or may not receive from us a rebate on your purchase of some beverage products (and possibly other products in the future).

We and our affiliates are currently the only approved suppliers of certain products and services and approved suppliers of other products and services, as described above. These products and services include proprietary seasoning, proprietary seasoned coater, distribution services, leases of the premises, sublicenses of satellite unit concession premises, subleases of food trucks, leases of marketing assets, equipment, furniture and fixtures, business services, small wares, utensils, operating supplies, promotional goods, and certain insurance coverages for which premiums are paid to Chick-fil-A or through Chick-fil-A acting as administrator (which do not include worker's compensation insurance and general liability insurance). We may change our approved suppliers and sole approved supplier designations at any time in the exercise of our sole and exclusive business judgment. We and our affiliates may in the future be an approved supplier or designated sole supplier for any additional or different products or services you may or must purchase. As an approved supplier or designated sole supplier, we and our affiliates may obtain revenue from you and make a profit.

In the year ended December 31, 2019, our total revenues from (i) Operator and Licensee purchases of the proprietary seasoning, seasoned coater, business services and operating supplies, utensils, and promotional goods, and (ii) Operator leases of the premises, sublicenses of satellite unit concession premises, subleases of food trucks, leases of marketing assets, equipment, furniture, and fixtures was \$990,899,629 or 26.11% of our total revenues of \$3,790,886,792. In 2019, our affiliate CFA Supply, an approved distributor to carry food products, ingredients, and supplies to Chick-fil-A Restaurants, received \$3,279,727 from purchases made by Operators and Licensees in geographic areas it serviced. CFA Supply began to distribute products in certain geographic areas in July 2019. In 2019, our affiliate Bay Center received \$0 from purchases made by Chick-fil-A's authorized distributor(s) for distribution of lemon juice to Operators and Licensees (not including any markup added by the distributor(s) at the time of resale).

Bay Center will be an approved supplier to supply lemon juice to Chick-fil-A Restaurants in geographic areas where it will operate. Bay Center may be the only approved supplier of lemon juice for the geographic area where it will operate. We anticipate Bay Center will begin operations in 2020.

We estimate that your total purchases and leases from approved or designated suppliers will represent approximately 45% to 65% of your overall purchases and leases in operating your restaurant and 44% to 68% of your overall purchases and leases in establishing your franchised Chick-fil-A Restaurant business. The national advertising fund we administer also receives contributions from certain designated suppliers of up to approximately 33% of Operator purchases from these suppliers. Chick-fil-A may receive other forms of compensation directly or indirectly from approved or designated suppliers, which compensation may be in lieu of or in addition to the seasoning, coater and national advertising fund contributions and the incentives described above.

**Specifications and Standards:** The foundation of each Chick-fil-A Restaurant and Chick-fil-A Licensed Unit and the essence of your Franchise Agreement is your adherence to Chick-fil-A's minimum standards, guidelines and specifications. Every component of Chick-fil-A's restaurant operating system is important to Chick-fil-A and to the operation of your franchised Chick-fil-A Restaurant business as a Chick-fil-A Restaurant. Accordingly, you must operate your franchised Chick-fil-A Restaurant business in strict accordance with Chick-fil-A's minimum standards and guidelines for service, food safety, sanitation, quality of products, employee dress, appearance and conduct and other aspects of the operation of your franchised Chick-fil-A Restaurant business. These minimum standards and guidelines are specified in Chick-fil-A's operations and training manuals and materials, and other confidential information provided by us to you. To meet our standards, you must, among other things, purchase or lease goods, services, supplies, fixtures, equipment, leasehold improvements or inventory from various suppliers in accordance with our standards and specifications.

We review our specifications and standards when necessary, and we release any modified specifications or standards to you when you need to be familiar with them. In order to protect against possible infringement, we will release specifications or standards dealing with trade secrets or proprietary information only to those suppliers we think are necessary. We reserve the right to be the sole designator of any product, ingredient or other item that requires knowledge of any of our trade secrets or other confidential or proprietary information. We have no obligation to release any of our trade secrets, confidential information or other proprietary information to any proposed alternative supplier.

You must also comply with our sales reporting procedures and other administrative standards. These currently require you to submit financial reports and other items to us.

There is no practice in effect by which Chick-fil-A provides material benefits to you, such as a right of renewal or the granting of additional franchises, based upon your use of designated or approved suppliers, although your franchise is subject to termination if you do not use the designated suppliers with whom Chick-fil-A has exclusive contractual arrangements or you use suppliers not approved by Chick-fil-A.

The requirements described in this Item represent the Chick-fil-A system at the present time. However, Chick-fil-A retains the right to change these requirements, including any single source requirements, as the Chick-fil-A system evolves over time and the needs of the Chick-fil-A system change.

#### **Cooperatives and Interests in Suppliers.**

There are currently no buying or distribution cooperatives except for The Chicken Coop Incorporated Cell ("The Coop"). The Coop is a captive insurance company owned and controlled by franchised Operators, who are also its reinsureds. The Coop and its subsidiary, a risk purchasing group,



were formed to enable Operators to purchase worker's compensation insurance and general liability insurance collectively as a group rather than each Operator sourcing its own worker's compensation and general liability insurance coverages individually through its own insurance agents. The main benefits sought to be achieved from the pooling of Operator risks within a designated retention are to help contain franchised Operators' overall premium costs, attempt to minimize dramatic premium shifts Operators may experience if adverse claims occur, and to be able to distribute to Operators any built up surplus generated by underwriting profits, subject to certain conditions described below.

Chick-fil-A, Inc. has no ownership interest in The Coop nor is it insured or reinsured by The Coop. Only Operators are reinsured through The Coop. The Operators are directly insured by a licensed insurance company (not affiliated with Chick-fil-A, Inc.) that reinsures certain of these risks, a designated retention, to The Coop. Additional lines of coverage may be added in the future and may be included in the mandatory insurance program. The Coop is central to the worker's compensation and general liability insurance program in which all Operators must participate through the licensed independent insurance company that reinsures to the Coop (except that Operators in several states must obtain worker's compensation insurance through a program required in their state). The states that currently require Operators to buy their worker's compensation insurance via a State program include North Dakota, Ohio, Washington and Wyoming.

The Coop is governed by a Board of Directors elected by Operators. A majority of the members of the Board of Directors will be Operators (five in total) and consisting of a number of members to be determined who will serve for a three-year term with additional members nominated by a third party not affiliated with Chick-fil-A. A majority of the members of the Board of Directors will be Operators with additional members nominated by a third party not affiliated with Chick-fil-A.

Each Operator is a shareholder of The Coop and must sign a Participation Agreement in connection with its share ownership of The Coop. If an Operator's relationship with Chick-fil-A ceases, the Operator's share in The Coop will be redeemed by The Coop subject to certain terms and conditions.

The Board of Directors of The Coop (together with the board of directors of the independent sponsor) will decide when and if dividends will be paid. Any payment of dividends is subject to regulatory approval and reinsurance requirements and may not be paid unless certain terms and conditions are met.

Officers of Chick-fil-A do not own an interest in any privately held suppliers, or a material interest in any publicly-held suppliers to our Operators and Licensees, except certain officers of Chick-fil-A own an interest in Chick-fil-A and indirectly in our affiliates CFA Supply and Bay Center. Chick-fil-A is a supplier, and in the geographic areas where CFA Supply and Bay Center operate or will operate, they will be a supplier, and with respect to certain products and services, Chick-fil-A and CFA Supply and Bay Center in the geographic areas where CFA Supply and Bay Center operate or will operate, are or will be the sole approved suppliers of certain products and services to our Operators and Licensees.

## **Item 9**

### **FRANCHISEE'S OBLIGATIONS**

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

	Obligation	Section in agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Franchise Agreement 5 Lease 2 Concession Sublicense Agr. 2	6, 7, 8, 11
b.	Pre-opening purchases/leases	Franchise Agreement 9 Lease 2 Concession Sublicense Agr. 2	5, 7, 8, 11
c.	Site development and other pre-opening requirements	Franchise Agreement 9 Lease 2 Concession Sublicense Agr. 2	11
d.	Initial and ongoing training	Franchise Agreement 16	11
e.	Opening	Franchise Agreement Signature Page Lease 2 Concession Sublicense Agr. 4(d)	11
f.	Fees	Franchise Agreement 3, 11, 13, 14, 15, 28 Lease 3, 10, 11, 12 Concession Sublicense Agr. 3, 5, 6, 10	5, 6, 7
g.	Compliance with standards and policies/operating manual	Franchise Agreement 8, 9, 12 Lease 2 Concession Sublicense Agr. 2, 3	8
h.	Trademarks and proprietary information	Franchise Agreement 18, 19	13, 14
i.	Restrictions on products/services offered	Franchise Agreement 8, 9 Lease 2 Concession Sublicense Agr. 2, 3	8, 16
j.	Warranty and customer service requirements	Franchise Agreement 12	8
k.	Territorial development and sales quotas	Not Applicable	Not Applicable
l.	Ongoing product/service purchases	Franchise Agreement 8,9, 11	8, 11

	Obligation	Section in agreement	Disclosure Document Item
m.	Maintenance, appearance, and remodeling requirements	Franchise Agreement 5 Lease 2, 5, 6 Concession Sublicense Agr. 2, 3, 4	8
n.	Insurance	Franchise Agreement 7 Lease 8 Concession Sublicense Agr. 3	6
o.	Advertising	Franchise Agreement 17	6
p.	Indemnification	Franchise Agreement 27 Lease 12 Concession Sublicense Agr. 10	6
q.	Owner's participation/management/staffing	Franchise Agreement 12, 26	15
r.	Records and reports	Franchise Agreement 15 Lease 3 Concession Sublicense Agr. 5	6, 11
s.	Inspections and audits	Franchise Agreement 13, 15 Lease 3, 9 Concession Sublicense Agr. 3	Not Applicable
t.	Transfer	Franchise Agreement 21 Lease 14 Concession Sublicense Agr. 9	15, 17
u.	Renewal	Franchise Agreement 2 Lease 2 Concession Sublicense Agr. 4	17
v.	Post-termination obligations	Franchise Agreement 18, 19, 24 Lease 10, 11 Concession Sublicense Agr. 4, 7	17
w.	Non-competition covenants	Franchise Agreement 19, 23	17
x.	Dispute resolution	Franchise Agreement 22, 28 Lease 14 Concession Sublicense Agr. 9	17

	Obligation	Section in agreement	Disclosure Document Item
y.	Other: Guarantee of franchisee obligations	Franchise Agreement 21, Exhibit B-1 Assignment and Consent to Assignment Agreement (Corporation) and B-2 Assignment and Consent to Assignment Agreement (Limited Liability Company)	1, 15 and 17

### **Item 10**

## **FINANCING**

Chick-fil-A leases and subleases traditional restaurant premises to its Operators. The business terms for these leases and subleases vary depending on the location of the Chick-fil-A Restaurant. If you lease the restaurant premises from us, the term of any Lease for the restaurant premises is the same as the term of your Franchise Agreement. If you sublease the premises from us, you will be required to comply with the terms of the prime lease or ground lease between Chick-fil-A and the landlord. The term of any sublease for the restaurant premises is the same as the term of your Franchise Agreement or the earlier expiration or termination of the lease between Chick-fil-A and the landlord, whichever is shorter. You will be required to make all rental payments to Chick-fil-A. The Lease attached as an exhibit to and a part of your Franchise Agreement governs your occupancy of the restaurant premises. See Items 5 and 6 for more information.

Chick-fil-A enters into Concession Agreements that govern the occupancy of non-traditional satellite unit premises with the owners or managers of the satellite unit premises. If Chick-fil-A offers you the opportunity to operate a satellite unit as an additional franchised Chick-fil-A Restaurant, you and Chick-fil-A will enter into the Concession Sublicense Agreement attached as an exhibit to the Additional Business Amendment for Satellite to your Franchise Agreement. The Concession Sublicense Agreement attaches the Concession Agreement (and, if applicable, any underlying prime lease or ground lease). Under the Concession Sublicense Agreement, Chick-fil-A sublicenses its rights and privileges under the Concession Agreement to you, and you accept the sublicense and agree to faithfully perform Chick-fil-A's obligations under the Concession Agreement for the particular satellite premises. You will be a sub-licensee (technically a sub-concessionaire) of the premises. The business terms for these Concession Agreements vary depending on the location of the Chick-fil-A Restaurant. If you sublicense the rights to occupy the satellite restaurant premises from us, the term of the Concession Sublicense Agreement for the satellite restaurant premises is the same as the term of your Franchise Agreement or the earlier expiration or termination of the Concession Agreement, whichever is shorter. You will be required to comply with the terms of the Concession Agreement. In most instances you will make any payments due to the premises owner or manager under the Concession Agreement directly to Chick-fil-A and Chick-fil-A will remit payment to the premises owner or manager. Chick-fil-A will remain liable to the premises owner or manager under the Concession Agreement. See Items 5 and 6 for more information.

If Chick-fil-A offers you the opportunity to operate a food truck as an extension and part of an existing Chick-fil-A Restaurant location, the terms and conditions for operating the food truck will be governed by your Franchise Agreement as amended by the Food Truck License and Sublease Agreement you will enter into with Chick-fil-A, with its attached food truck lease. Currently, in most cases, Chick-fil-A leases the food truck from a third party and you must sublease the food truck from Chick-fil-A. Under the Food Truck License and Sublease Agreement, Chick-fil-A licenses you to operate the food truck and

subleases to you the right to use and occupy the food truck. You accept the license and sublease and agree to faithfully perform Chick-fil-A's obligations under the third-party food truck lease. The term of the Food Truck License and Sublease Agreement for the food truck is the same as the term of your Franchise Agreement or the earlier expiration or termination of the third-party food truck lease, whichever is shorter. You will be required to comply with the terms of the food truck lease. Chick-fil-A will pay the lease rental payment to the third party under the food truck lease and you will pay Chick-fil-A a food truck usage fee in lieu of making the lease rental payment described in the food truck lease. You will also pay directly to Chick-fil-A any payments other than the lease rental payment due under the food truck lease to the third party. Chick-fil-A will remain liable to the third party under the food truck lease. See Items 5 and 6 for more information.

Chick-fil-A provides extended payment terms for certain pre-opening expenditures under the Franchise Agreement and also rents equipment to its Operators under the Lease and under the Concession Sublicense Agreement for a satellite unit. The monthly equipment rental fee is based on the fair market rental value as determined by Chick-fil-A in its sole and exclusive business judgment, currently \$750 to \$5,000 per month depending on the type of location (free-standing, in-line, drive-thru only, mall or satellite units), exclusive of any applicable sales, use and property taxes, for each franchised Chick-fil-A Restaurant operated by an Operator. The term of the extended payment terms for the pre-opening expenditures and the term of the equipment lease are the same as the term of your Franchise Agreement. The equipment rental for a satellite unit could be less than the amount stated above for a satellite unit, including if the owner or manager of the premises provides certain equipment, or more including if the venue is large.

Under the Franchise Agreement, Chick-fil-A will retain a security interest in any business equipment owned by you and your business. If Chick-fil-A allows you to assign the Franchise Agreement to a form of business entity then approved by Chick-fil-A, you must under the Assignment and Consent to Assignment Agreement that must be signed as a condition of any assignment attached to this Disclosure Document as Exhibit "B-1" for a corporation and Exhibit "B-2" for a limited liability company personally guarantee the Franchise Agreement, including its attached Lease(s) and any Concession Sublicense Agreement(s) for satellite units. (Franchise Agreement, Section 21, Assignment and Consent to Assignment Agreement, Section 2, Additional Business Amendment (Business Entity), Section 8.) See Items 5, 6 and 15 for more information.

Upon default of your lease, sublease or sublicense obligations or equipment rental obligations under the Lease or Concession Sublicense Agreement for a satellite unit, your liability could include termination of your lease, sublease, sublicense or equipment rental, termination of the Franchise Agreement including its attached Lease(s) and/or any Concession Sublicense Agreement(s) and loss of franchise, and/or payment of entire unpaid amounts and interest, costs of recovery, cost of collection and attorneys' fees and/or reimbursement of Chick-fil-A's costs to perform the obligations you failed to perform together with interest. (Franchise Agreement, Sections 14.11 and 24; Lease, Section 10; Concession Sublicense Agreement, Sections 4 and 9; Assignment and Consent to Assignment Agreement, Section 6.6.) If you holdover or remain in occupancy of the premises for a non-satellite location after your Lease terminates or expires, the base rent and percentage rent will double, as liquidated damages and not as a penalty, but payment will not waive Chick-fil-A's other rights or remedies. (Lease, Section 11.) If you fail to perform your obligations under the Lease or for a satellite unit under the Concession Sublicense Agreement, including the Concession Agreement, Chick-fil-A may perform and you will reimburse Chick-fil-A's cost, together with interest. (Lease, Section 10.6; Concession Sublicense Agreement, Section 5). Upon default of your obligations under the Food Truck License and Sublease Agreement for a food truck, your liability could include termination of the Food Truck License and Sublease Agreement, potentially termination of the Franchise Agreement including its attached Lease(s) and/or any Concession Sublicense Agreement(s) and loss of franchise, and/or payment of entire unpaid amounts and interest, costs of recovery, cost of collection and attorneys' fees and/or reimbursement of Chick-fil-A's costs to perform the obligations you failed to perform together with interest. (Franchise Agreement, Sections 14.11 and 24; Food Truck License and Sublease Agreement, Section 14.)

You waive under the Lease, under the Concession Sublicense Agreement and under the Food Truck License and Sublease Agreement to trial by jury, the right to pursue class claims and punitive and exemplary damage. (Franchise Agreement, Sections 28.12, 28.13, 28.15; Lease, Section 14.9; Concession Sublicense Agreement, Section 9; Food Truck License and Sublease Agreement, Section 9.)

Under the Lease and under the Concession Sublicense Agreement, you waive the service of any notice of intention to re-enter or to institute legal proceedings and any and all rights to redeem the agreement or the Site, or to re-enter the Building or the Site, or to restore the operation of the agreement, after (i) re-entry by Chick-fil-A, (ii) any warrant to dispossess or judgment in ejection or (iii) any expiration or termination of the agreement and the term. If Chick-fil-A elects to recover possession by invoking judicial process, you waive and relinquish any and all protections and rights afforded a commercial tenant under Georgia law, including O.C.G.A. § 44-7-52 or similar law. (Lease, Section 12.2.; Concession Sublicense Agreement, Section 10.) You also waive under the Lease any emergency statutory or other statutory remedy. (Lease, Section 14.9).

In the formula for calculating the fees and expenses owed by each Operator's franchised Chick-fil-A Restaurant business, Chick-fil-A indirectly finances your retention of your Base Profit and Extra Profit if your franchised Chick-fil-A Restaurant business does not produce enough Aggregate Operating Profit to cover these draw items. The specific terms of this arrangement are described in Item 6 of this Disclosure Document.

Although Chick-fil-A has the right to do so, it has not in the past, and does not presently intend in the future to sell, assign or transfer any instrument executed by its Operators to a third party (except that some of Chick-fil-A's lenders may have a security interest in its Franchise Agreements and in its restaurant leases and concession agreements). Chick-fil-A has the right to make an assignment or a transfer; however, in that event, you could lose your defenses against Chick-fil-A as a result of Chick-fil-A's sale or assignment of your Franchise Agreement. (See Section 28 of the Franchise Agreement.)

Whether you can obtain financing will depend on a variety of factors, including your own creditworthiness, the type of security you can offer, the policies of lending institutions and the availability of commercial credit generally.

Except as disclosed in this Item 10, neither Chick-fil-A, nor any affiliate of Chick-fil-A, either directly or indirectly, offers any financing arrangements to Operators. Except as disclosed in this Item 10, Chick-fil-A does not receive any direct or indirect payments for placing financing, nor does Chick-fil-A guarantee your obligations to third parties. Chick-fil-A does not offer financing of equipment or other expenditures that require you to waive notice, confess judgment or waive a defense against Chick-fil-A.

## **Item 11**

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

**Except as listed below, Chick-fil-A is not required to provide you with any assistance.**

Before you open your franchised Chick-fil-A Restaurant business, Chick-fil-A will:

- (i) negotiate and execute a prime lease with the landlord of the premises if you are opening a mall or in-line (and in some cases free-standing) restaurant. For free-standing and drive-thru only units which are not leased, Chick-fil-A will acquire an interest in the property on which your franchised Chick-fil-A Restaurant business will be located (See Section 2 of Lease). For satellite units, Chick-fil-A will acquire the right to conduct business and/or a license to operate one or more Chick-fil-A Restaurants at a

non-traditional location which are owned and controlled by a third party (See Background Section B of Concession Sublicense Agreement;

- (ii) acquire most of the equipment and other property to be used in your operation of your franchised Chick-fil-A Restaurant business and will install the equipment at the restaurant's premises (See Section 4.1 of Franchise Agreement, Section 2 of Lease and Section 6 of the Concession Sublicense Agreement for a satellite unit); and
- (iii) provide training to you (See Section 16 of Franchise Agreement).

During your operation of your franchised Chick-fil-A Restaurant business, Chick-fil-A will:

- (i) establish and administer a program for collecting and accounting for the sales receipts of your franchised Chick-fil-A Restaurant business and then facilitate your payment of the rent, any equipment rental and any other payments or charges due pursuant to the Lease or the Concession Sublicense Agreement (and its attached Concession Agreement) for the restaurant premises, certain insurance premiums, advertising contributions, any fees or charges pursuant to the Franchise Agreement and other amounts owed to Chick-fil-A and/or suppliers by you in the manner described in Item 6 of this Disclosure Document (See Section 14.12 of Franchise Agreement);
- (ii) provide certain business services in connection with the establishment, administration and disposition of the sales receipts of your franchised Chick-fil-A Restaurant business in the manner described in Item 6 of this Disclosure Document (See Section 14.12 of Franchise Agreement);
- (iii) furnish a fee calculation report to you each month containing specified financial information and calculations concerning the previous month's performance of your franchised Chick-fil-A Restaurant business and permit you to examine the financial records that you provide to Chick-fil-A during normal business hours (See Sections 15.1 and 15.2 of Franchise Agreement); and
- (iv) administer the use of any collected advertising fees, if any, for promotional activities, promotional materials, and national, regional and/or local advertising (See Section 17 of Franchise Agreement). Chick-fil-A's advertising program may include national, regional or local advertising in print, radio, television, out-of-home, and/or digital and social channels. Chick-fil-A's advertising is generated by in-house advertising talent and multiple agencies.

If you are granted the right to operate additional Chick-fil-A Restaurants under your Franchise Agreement, for each additional Chick-fil-A Restaurant Chick-fil-A will provide the same assistance as described above, except that Chick-fil-A will not provide initial Operator training to you again.

**Advertising:** Until June 30, 1989, Operators were required to pay 3¼% of Gross Receipts to the advertising fund, but effective July 1, 1989, the amount of this payment was reduced to 0% as a matter of policy. We do not presently require Operators to contribute to the advertising fund as a matter of internal policy, but we reserve the right to return and may return to the 3¼% or another program at any time. We expect you to implement local advertising; however, you must use only those materials approved or supplied by Chick-fil-A. Operators in the same market or geographical region, as determined by Chick-fil-A, sometimes cooperate with each other to implement local or regional advertising. However, Chick-fil-A does not fund local or regional advertising. Operator cooperation could also include leasing marketing assets, including branded activation units, spectacular cow creatives, and branded props from Chick-fil-A for shared

use of the related asset. If a majority of the Operators in your area vote (or have previously voted) to implement a local or regional advertising fund or initiative, you will be required to participate and contribute to the fund or initiative. We administer the local or regional advertising funds, which are not audited. We will make the unaudited financial statements of your local or regional advertising fund available for your review upon your request. You and the other Operators in your area will establish the amount of the contribution by majority vote. As part of local, regional or national marketing efforts, Operators are periodically required to participate in temporary or permanent promotional campaigns, honor coupons and participate in giveaway promotions for food or drink items at their respective Chick-fil-A Restaurants, for which the Operators may not be reimbursed. You must participate in these promotional programs and campaigns and, at Chick-fil-A's election, your participation may be at your own cost, including the costs to purchase, lease and install all promotional campaign materials and devices, including counter cards, posters, banners, signs, photographs, give-away items and gift cards. Chick-fil-A owned restaurants contribute to any national and any local or regional advertising fund on the same basis as Operators. During fiscal year 2019, no funds were required to be contributed to a national advertising fund. Chick-fil-A is not required to spend any certain amount on advertising in your area. If Chick-fil-A charges advertising fees or you contribute advertising fees to a local or regional fund and they are not all spent in the fiscal year in which they are charged, the remaining amounts are either returned or rolled over (depending upon the particular program) to the next year's budget. You will not receive a periodic accounting of how advertising fees are spent. Chick-fil-A's advertising accounts, if any, are not trust funds, and Chick-fil-A is not your fiduciary with respect to any advertising funds. Chick-fil-A is not required to ensure that any Operator benefits directly or *pro rata* from the expenditure of any advertising funds. (See Section 17 of Franchise Agreement).

Chick-fil-A intends, to the extent it is able, to assist you in any of the above matters on an informal basis, including advice and creative resources to support any local, store, market or regional advertising by Operators.

**Selection of Location:** Each prospective franchised Operator is granted the right to become an Operator as to a specific franchised Chick-fil-A Restaurant business location. Additionally, Operators may be granted the right to operate additional franchised Chick-fil-A Restaurant businesses at locations selected and approved by us. However, Chick-fil-A is under no obligation to offer you the opportunity to operate additional franchised Chick-fil-A Restaurant businesses and expressly reserves the right not to offer you the opportunity to operate additional franchised Chick-fil-A Restaurant businesses. Chick-fil-A selects the site of all Chick-fil-A Restaurants. Chick-fil-A Restaurants are located in, among other places, shopping malls and in-line units, free-standing locations, locations that are drive through only and non-traditional satellite locations. In selecting locations for free-standing units, in-line units, and mall units, Chick-fil-A bases its decisions on the availability and terms offered for the proposed site, demographic reports, traffic information, the identity of adjacent tenants and owners, the lease terms offered by landlords or other site suppliers, the sales terms offered by land sellers, and other factors relevant to the possible profitable operation of a Chick-fil-A Restaurant.

**Hardware and Software System:** Chick-fil-A will obtain a point-of-sale (POS) hardware and software system and a management PC for use in your franchised Chick-fil-A Restaurant business, which will be leased to you as part of your equipment rental. Chick-fil-A Restaurants typically use a POS system with accompanying software, which performs standard electronic cash register support, kitchen display systems, time clock and financial and reporting functions. Other hardware and software systems that perform the same or substantially similar functions may be provided by Chick-fil-A. You must pay fees for high-speed internet access for you and your customers, as applicable, if your franchised Chick-fil-A Restaurant business is equipped with this service, and you must also pay a fee for technical support of the hardware and software system used in your Restaurant. These fees may range from \$9,500 per year to \$20,000 per year for high-speed internet access and equipment support and software upgrades and are dependent upon the type of system used in your franchised Chick-fil-A Restaurant business. Chick-fil-A will have independent access to the data compiled by the hardware and software system used in your



Restaurant. If the owner or manager of the premises of a satellite unit you operate as an additional Chick-fil-A Restaurant provides a POS system with accompanying software, high-speed internet access or other equipment, software or support services that you must use at the satellite unit, the fees you pay to Chick-fil-A may be reduced and you may pay fees to the owner or manager of the satellite unit premises. Chick-fil-A may also not have independent access to the data compiled by the satellite unit's POS system.

**Length of Time to Restaurant Opening:** Chick-fil-A locates and purchases or leases or obtains occupancy rights for the premises of a proposed restaurant prior to the time that it seeks or contracts with an Operator for the operation of the particular restaurant. It is Chick-fil-A's experience that the typical length of time between the signing of a Franchise Agreement or Additional Business Amendment, or the payment of the initial franchise fee by the prospective Operator or an additional franchise fee, and the opening of the Operator's Chick-fil-A Restaurant, is approximately six to twelve weeks. The actual length of this period will depend upon such factors as the length of time necessary for completion of construction, making leasehold improvements and remodeling, installing equipment, fixtures and furnishings, procuring initial inventories and other similar matters, and may vary widely under some circumstances.

**Initial Training Program:** You must participate in an initial training program provided by Chick-fil-A. The program generally commences at Chick-fil-A's corporate headquarters in Atlanta, Georgia and lasts approximately five to six weeks, but the actual location and length of the program varies. The program currently utilized by Chick-fil-A covers most aspects of operation, food preparation, accounting, service and customer relations, communications, maintenance, purchasing, planning, management styles, policies and marketing.

Each training program begins at a specific time and date to be determined by Chick-fil-A. Unless Chick-fil-A otherwise informs you, you must successfully complete your training prior to commencing the operation of your franchised Chick-fil-A Restaurant business. Chick-fil-A pays for the entire cost and expense of providing this training program to each franchised Operator. You are not an employee of Chick-fil-A and will not be compensated by Chick-fil-A for or during any training described in this Item.

The training program is conducted by Chick-fil-A's professional training staff, which is directed by Ms. Keri Bilotti. The program's principal instructional materials are the Chick-fil-A operations and training manuals and other materials. Other employees of Chick-fil-A may participate in the training program in their respective areas of expertise. Ms. Bilotti has twelve years of experience with Chick-fil-A in the restaurant field. Ms. Bilotti's relevant prior experiences is described in Item 2 of the Disclosure Document.

### TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On the Job Training	Location
<b>Initial Training</b>			
Orientation to CFA Training/Business	7.5		Atlanta, Georgia
ServSafe®	9		Atlanta, Georgia
Business Vision	4.25		Atlanta, Georgia
Brand, Marketing & Public Relations Overview	4.5		Atlanta, Georgia
Menu Education	1.5		Atlanta, Georgia
IT Orientation	1		Atlanta, Georgia
WinShape Experience	12		Rome, Georgia
Operating Standards, Financial and Inventory Systems		120	Company-operated Restaurants, Locations Vary

Facilities and Equipment	1		Atlanta, Georgia
Hospitality	1.5		Atlanta, Georgia
Quality & Customer Experience	3.5		Atlanta, Georgia
Employment Law	8		Atlanta, Georgia
DISC	1.5		Atlanta, Georgia
Financial Reporting	11.5		Atlanta, Georgia
High Caliber Teams	3		Atlanta, Georgia
Finance; Proprietary Systems	8.5		Atlanta, Georgia
Grand Opening or Transition Overview	1.5		Atlanta, Georgia
Risk Management and Security	3		Atlanta, Georgia
Vision and Values	8		Atlanta, Georgia
Commit to Excellence	4.5		Atlanta, Georgia
Business Finance and Insurance Planning	1.5		Atlanta, Georgia
Training Systems	1.5		Atlanta, Georgia
Assessment Experience	9.75		Atlanta, Georgia
Launch Celebration and Luncheon	2.25		Atlanta, Georgia
Operator Coach		20-30	Franchised Restaurants of Other Franchised Operators, Locations vary
Operator Coach visit to your Restaurant		Up to 6 days	Franchised Restaurant Location
<b>Beyond the Classroom Training</b>			
Content Focus Areas: Critical Success Factors, assessing your business and planning for growth	40		Atlanta, Georgia

Training in all subjects is conducted approximately six times each year. Chick-fil-A intends, though is not obligated, to prepare and offer various seminars and conferences to Operators in addition to its initial training program. Discussions at these seminars will likely feature topics such as sales techniques, performance standards, marketing programs, self-improvement techniques and other matters. All details concerning any programs, if offered, such as time, location, duration, cost assessment and other matters, will be determined on a case-by-case basis. Chick-fil-A may under the terms of the Franchise Agreement require the participation of Operators in these programs.

In addition, Chick-fil-A may at its election, but is not obligated to, offer various programs to or permit the adoption of programs by Operators to use in promoting or marketing products, recruiting and retaining restaurant personnel or for other purposes that are not expressly set forth in the Franchise Agreement. All details concerning any of these programs, such as purpose, timing, implementation, cost sharing and other matters, will be determined by Chick-fil-A on a case-by-case basis.

You must train any managerial personnel that you may hire to assist in operating your franchised Chick-fil-A Restaurant business. Subject to your obligations under the Franchise Agreement regarding confidentiality, you may use Chick-fil-A's proprietary operations and training manuals and materials in the training.

**Operating Manual:** The Tables of Contents of Chick-fil-A's proprietary operations and training manuals, showing the number of pages in each section, are attached for your review as Exhibit "D" to this Disclosure Document. The total number of pages in the operations and training manuals is 266.

## **Item 12**

### **TERRITORY**

You will be granted the limited right to operate a Chick-fil-A Restaurant at a specific location designated by Chick-fil-A. The rights granted to you under the Franchise Agreement are limited to your franchised Chick-fil-A Restaurant business location only and any additional business locations designated under an Additional Business Amendment to the Franchise Agreement. If Chick-fil-A offers you the opportunity to operate a food truck as an extension and part of an existing Chick-fil-A Restaurant location, you will use and operate the food truck only at the locations registered and approved by Chick-fil-A under Chick-fil-A's then current programs, standards and procedures for food trucks. You will neither acquire nor have any right to use, or to license the use of, any name, mark or other intellectual property right, except as granted to you under the Franchise Agreement in connection with the operation of your franchised Chick-fil-A Restaurant business at the specific location(s) designated by Chick-fil-A.

You will not receive an exclusive or protected territory, express or implied. The Franchise Agreement contains no exclusive grant, exclusive area, exclusive territorial rights, protected territory or right for you to exclude, disapprove, control or impose conditions on the location, development or operation of current or future Chick-fil-A Restaurants. The sales and customer trading patterns that a Chick-fil-A Restaurant experiences at any particular time are subject to change by reason of many factors, including our ongoing development of Chick-fil-A Restaurants, and franchised Operators do not have a right and should not expect that these patterns will never change. Chick-fil-A has the right to establish other Operator-run, Licensee-run or company-owned or operated restaurants both within and outside the geographic and customer trading pattern areas surrounding your franchised Chick-fil-A Restaurant business location, and reserves the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing both within and outside the geographic and customer trading pattern areas surrounding your franchised Chick-fil-A Restaurant business location. Any internal policies that we may develop, apply and modify periodically in connection with decisions to develop new Chick-fil-A Restaurants do not grant you any contract rights, are not part of your contract, and do not modify or affect Chick-fil-A's or your contract rights and obligations under the Franchise Agreement. Chick-fil-A's internal programs and policies are subject to change or cancellation at any time by Chick-fil-A.

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

Our affiliates may also own and operate Chick-fil-A Restaurants or control competitive brands. We are not required to pay you if we exercise any of the rights specified above outside or inside the geographic and customer trading pattern areas surrounding your franchised Chick-fil-A Restaurant business location. We do not restrict you from soliciting or accepting authorized food and beverage orders from outside the geographic and customer trading pattern areas surrounding your franchised Chick-fil-A Restaurant business location (subject to your ability to comply with then-current requirements and standards), but you do not have the right to use other unapproved channels of distribution to make sales outside the geographic and customer trading pattern areas surrounding your franchised Chick-fil-A Restaurant business location.

Only Chick-fil-A may decide to relocate a franchised Chick-fil-A Restaurant. If you wish to operate a Chick-fil-A Restaurant in another location instead of your existing Chick-fil-A Restaurant, Chick-fil-A may,

but is under no obligation to, grant you a franchise to operate a different Chick-fil-A Restaurant, if available. Operators who are granted a franchise for a different Chick-fil-A Restaurant in this manner are required to terminate their existing Franchise Agreement and to execute a new Franchise Agreement and pay the initial franchise fee due under the new Franchise Agreement. Operators may be granted the right to operate additional franchised Chick-fil-A Restaurant businesses at locations selected and approved by Chick-fil-A. However, Chick-fil-A is under no obligation to offer you the opportunity to operate additional franchised Chick-fil-A Restaurant businesses and reserves the right not to offer you the opportunity to operate additional franchised Chick-fil-A Restaurant businesses.

Certain affiliates of Chick-fil-A operate certain Dwarf House restaurants and Truett's Grill restaurants, which are licensed to sell Chick-fil-A products. The Dwarf House restaurants are modeled after the Dwarf Grill restaurant first opened by S. Truett Cathy in Hapeville, Georgia, in 1946. (The fifteen Dwarf House and Truett's Grill restaurants that currently exist are, directly or indirectly, owned by the family of our founder, S. Truett Cathy.) Depending on the proximity of a Dwarf House or Truett's Grill restaurant to your franchised Chick-fil-A Restaurant, a Dwarf House or Truett's Grill restaurant may compete with your franchised business.

As described above, Chick-fil-A licenses Chick-fil-A Licensees and continues to offer licenses to prospective Licensees who have access to certain non-traditional locations such as schools, workplaces, universities, airports, hospitals and other similar captive audience locations to sell Chick-fil-A brand products at these locations. Chick-fil-A also grants licenses to franchised Operators and continues to offer licenses to prospective franchised Operators to operate franchised Chick-fil-A Restaurants as Satellite units in office buildings, big-box stores, downtown areas, schools, universities, sports stadiums, theme parks and other similar captive audience locations for which Chick-fil-A has obtained the rights to conduct a restaurant business or concession. Depending on the proximity of a Chick-fil-A Licensed Unit or other Chick-fil-A Restaurant to your franchised Chick-fil-A Restaurant, a Chick-fil-A Licensed Unit or other Chick-fil-A Restaurant may compete with your franchised business. Chick-fil-A has never offered a franchise other than for a Licensed Unit or a franchised Chick-fil-A Restaurant in the same or any other line of business, although it reserves the right to do so whether by acquisition or start-up.

Chick-fil-A may operate or license others to operate any business competitive with the business of its Operators and/or its Licensees under a name other than Chick-fil-A. As of the date of this Disclosure Document, Chick-fil-A has not formulated any plans or policies to operate or license others to operate any business under a different name, but Chick-fil-A or its affiliates may establish other or similar businesses at some future date.

### **Item 13**

#### **TRADEMARKS**

Chick-fil-A's Franchise Agreement grants you the right to use the trademark "Chick-fil-A" together with the trade name "Chick-fil-A" and all other service marks and trademarks, trade names, designs, signs, emblems, insignia, symbols or slogans used by Chick-fil-A in connection with its Chick-fil-A products. This right is limited strictly to your operation of your franchised Chick-fil-A Restaurant business and your use must comply with your Franchise Agreement.

CFA Properties, Inc. ("CFA Properties"), an affiliate of Chick-fil-A, owns, among others, the following trademarks, service marks, trade names, logo types and other commercial symbols presently registered on the Principal Register of the United States Patent and Trademark Office, and has licensed these trademarks to Chick-fil-A for sublicense to others to use.

Mark	Registration / Application Number	Registration / Application Date*
Bay Center	88/435,598	05/17/2019
C Logo	4,213,524	09/25/2012
C Logo	2,298,157	12/07/1999
C Logo	873,925	07/29/1969
C Logo	1,211,656	10/05/1982
C Logo	2,307,404	01/11/2000
C Logo	2,316,050	02/08/2000
C Logo	2,316,051	02/08/2000
C Logo	2,313,854	02/01/2000
C (Stylized) (Red)	2,341,163	04/11/2000
CFA	88/328,317	03/06/2019
Cropped C Logo	5,750,250	05/14/2019
Cropped C Logo (Red)	5,750,424	05/14/2019
Chick-fil-A (Stylized)	866,527	03/11/1969
Chick-fil-A (Stylized)	995,935	10/15/1974
Chick-fil-A	88/664,931	10/23/2019
Chick-fil-A	1,209,211	09/14/1982
Chick-fil-A	2,196,099	10/13/1998
Chick-fil-A	2,196,100	10/13/1998
Chick-fil-A	2,211,210	12/15/1998
Chick-fil-A	2,340,814	04/11/2000
Chick-fil-A (Stylized)	1,065,507	05/10/1977
Chick-fil-A (Stylized)	4,865,535	12/08/2015
Chick-fil-A (Red) (Stylized)	2,335,546	03/28/2000
Chick-fil-A Chick-n-Strips	1,958,706	02/27/1996
Chick-fil-A Growing Kids Inside and Out	2,424,075	01/23/2001
Chick-fil-A Kids (and design)	4,304,774	03/19/2013
Chick-fil-A One	5,863,299	09/17/2019
Chick-fil-A Supply	88/396,573	04/22/2019
Chick-fil-A Waffle Potato Fries	2,258,869	07/06/1999
Chick-n-Minis	5,721,403	04/09/2019
Cool Wrap	2,415,376	12/26/2000
Cow Appreciation Day	3,372,804	01/22/2008
Eat Mor Chikin	2,010,233	10/22/1996
Eat Mor Chikin	2,240,326	04/20/1999
Eat Mor Chikin	2,062,809	05/20/1997
Eat Mor Chikin	2,197,973	10/20/1998
Eat Mor Chikin (and design)	2,538,070	02/12/2002
Eat Mor Chikin (and design)	2,538,050	02/12/2002
First 100	3,906,613	01/18/2011

Fowl Shot	5,181,278	04/11/2017
Frosted Sunrise	5,605,101	11/13/2018
Growing Kids Inside and Out	2,441,540	04/03/2001
Home of the Original Chicken Sandwich	2,969,991	07/19/2005
Icedream	1,273,752	04/10/1984
Kneeling Cow Design	2,468,762	07/17/2001
Kids Design (horizontal)	88/177,556	11/01/2018
Kids Design (vertical)	88/177,545	11/01/2018
Moo Cow Band	2,758,388	09/02/2003
One Design (horizontal)	5,863,203	09/17/2019
One Design (vertical)	5,984,552	02/11/2020
Sunjoy	88/774,053	01/27/2020
Standing Cow Design	2,463,183	06/26/2001
Standing Cow Design	2,464,891	07/03/2001
We Didn't Invent the Chicken, Just the Chicken Sandwich	1,981,126	06/18/1996
The Chicken Wire	5,306,199	10/10/2017

\* Any required affidavits and renewals pertaining to these Marks have been filed.

As of January 1, 2001, CFA Properties has licensed to Chick-fil-A the right to use the trademarks, copyrights, trade secrets, confidential information, inventions and patents used in operating Chick-fil-A Restaurants, and to sublicense them to Chick-fil-A's Operators. The initial term of the license agreement is one year, and the term renews automatically for additional one-year periods unless written notice is given at least 90 days prior to the end of the existing term by either party. Either party may terminate the license agreement with cause if the other party fails to cure a material breach. Except as described, no other agreement limits Chick-fil-A's right to use or license the use of CFA Properties' trademarks.

There are no currently effective material determinations of the United States Patent and Trademark Office ("PTO"), 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 litigations, involving the above-identified marks that are relevant to the marks' use in this state or any other state. Furthermore, we do not actually know of either superior prior rights or infringing uses that could materially affect your use of the above-identified marks in this or any other state.

Chick-fil-A has the right to protect any or all of CFA Properties' trademarks at its own expense, including those listed above. CFA Properties may seek to enhance the protection of any of its intellectual property by filing trademark applications. You must notify Chick-fil-A immediately when you learn about possible infringement of CFA Properties' trademarks. The Franchise Agreement does not require Chick-fil-A to take affirmative action when notified of these possible infringements. You must cooperate with us in defending the trademarks, but we have no obligation to pay to you any damages or costs recovered in a suit or proceeding, nor are we required to participate in your defense in any suit or proceeding involving the trademarks. Upon any termination of your Franchise Agreement, you must immediately cease all use of CFA Properties' trademarks.

Chick-fil-A does not actually know of any superior prior rights or infringing uses that could materially affect your use of CFA Properties' trademarks.

## Item 14

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

**Patents:** CFA Properties owns all rights to U.S. Patent Nos. 8,726,792, 8,573,117, and 8,997,634, each entitled Charbroiler and Method of Charbroiling. U.S. Patent No. 8,726,792 issued on May 20, 2014, U.S. Patent No. 8,573,117 issued on November 5, 2013, and U.S. Patent No. 8,997,634 issued on April 7, 2015. These patents relate to restaurant class cooking equipment and methods of cooking, including providing novel and non-obvious aspects of a charbroiling system that charbroils food products simultaneously on both sides using a combination of upper and lower heated grids and upper and lower radiant heaters. You will be licensed to use these improved charbroiling systems in the operation of your franchised Chick-fil-A Restaurant business.

CFA Properties owns all rights to U.S. Patent Application No. 16/155,063, entitled Distributed Computing Entity For Detecting Discrepancies Between Calculations Performed By Various Processing Instances, which was filed on October 9, 2018. The patent application relates to a distributed computing system according to certain embodiments comprises a network accessible sales tax calculation engine operating via an operations computing entity in communication with geographically-distributed edge computing entities, such as POS terminals configured to complete in-person transactions at their respective locations. You will be licensed to use this improved tax calculation system in the operation of your franchised Chick-fil-A Restaurant business.

CFA Properties owns all rights to U.S. Patent Application No. 16/448,761, entitled Modular Humidity Control and Heat Preservation System, which was filed June 21, 2019; International Patent Application No. PCT/IB2019/055276, entitled Modular Humidity Control System, which was filed June 21, 2019; and U.S. Continuation-in-part Patent Application No. 16/722,671, entitled Food Transportation and Humidity Control Elements, which was filed December 20, 2019. These patent applications relate to a modular humidity control system which includes a food storage housing unit and a humidity control element secured within a closed-circuit air flow path of the housing unit that removes moisture from the moisture-laden air passing through the closed-circuit air flow path and stores the removed moisture. You will be licensed to use these modular humidity control systems in the operation of your franchised Chick-fil-A Restaurant business.

CFA Properties owns all rights to U.S. Patent Application No. 62/897,753, entitled Automated Food Preparation System, which was filed September 9, 2019. The patent application relates to an automated gantry frying system that defines reservoirs in which frying baskets may be located during a cooking operation. Once the cooking operation is complete, the system uses a retrieval arm that may automatically engage a frying basket and move the frying basket to engage a flipping arm to remove the food items from the frying basket. You will be licensed to use this automated gantry frying system in the operation of your franchised Chick-fil-A Restaurant business.

As described in Item 13, CFA Properties has licensed to Chick-fil-A the right to use the trademarks, copyrights, trade secrets, and confidential information, and the right to make, use, offer for sale and sell the inventions of each patent and patent application, in operating Chick-fil-A Restaurants, and to sublicense them to Chick-fil-A's Operators. The initial term of the license agreement is one year and then renews automatically for additional one-year periods unless written notice is given at least 90 days prior to the end of the existing term by either party. Either party may terminate the license agreement with cause if the other party fails to cure a material breach. Except as described, no other agreement limits Chick-fil-A's right to use or sublicense the use of any CFA Properties patents.

Chick-fil-A has no actual knowledge of any court proceeding or decision, any pending infringement or validity challenge or any other pending material litigation involving any CFA Properties patent.

Chick-fil-A has the sole right to protect and enforce any or all of CFA Properties' patents at Chick-fil-A's own expense, including the patent assets listed above. CFA Properties may protect its intellectual property by filing applications, including patent applications. Chick-fil-A has the sole right to determine to file a patent application, continue or end prosecution of a pending patent application, and/or to continue or end payment of maintenance fees for any patent. You must notify Chick-fil-A immediately when you learn about possible infringement of a CFA Properties patent and/or inventions of any CFA Properties patent application. The Franchise Agreement does not require Chick-fil-A to take affirmative action when notified of these possible infringements. You must cooperate with us in defending patents, but we have no obligation to pay to you any damages and costs recovered in a suit or proceeding, nor are we required to participate in your defense in any suit or proceeding involving patents. Upon any termination of your Franchise Agreement, you must immediately cease all use of CFA Properties' patents and/or the inventions of patent applications.

Chick-fil-A does not actually know of any superior prior rights or infringing uses that could materially affect your use of any CFA Properties patent and/or the inventions of patent applications.

**Proprietary Information:** As also described in Item 13, CFA Properties owns proprietary rights to, and has licensed to Chick-fil-A the right to use and to sublicense others to use, a number of the products that Chick-fil-A sells and the ingredients and preparation techniques and methods used in preparing them, as well as all development and research records, market research data and information contained in Chick-fil-A's operations and training manuals, or other materials or documents given to you by Chick-fil-A or treated by Chick-fil-A as confidential. Chick-fil-A's seasoning and seasoned coater are two of these primary proprietary items.

The Franchise Agreement requires you to acknowledge that you are likely to be given access to Chick-fil-A's trade secrets, confidential information and other proprietary matters, that this information is proprietary and that its protection is necessary for the proficient and standardized operation of all Chick-fil-A Restaurants.

The Franchise Agreement further requires you to agree that you will not, during the time you are operating a Chick-fil-A Restaurant or at any time afterward, without the express prior written consent of Chick-fil-A, publish or disclose to anyone or use other than as approved or required by Chick-fil-A, any of Chick-fil-A's confidential information that is a trade secret under the laws and decisions of the State of Georgia, or a trade secret of CFA Properties under the laws and decisions of the State of Delaware. You must also abide by the same covenant as to Chick-fil-A's other confidential information, but only during the term of your Franchise Agreement and for a period of two years following any expiration or termination of that Agreement.

Except for the license between CFA Properties and Chick-fil-A described above, no other agreement limits Chick-fil-A's right to use or sublicense the use of any CFA Properties trade secrets, confidential information and other proprietary matters.

**Copyrights:** Every CFA Properties original work of authorship fixed in a tangible medium of expression is protected by copyright law. Chick-fil-A has the sole right to determine whether to register any copyright-protected work. For example, CFA Properties owns copyrights in the operations and training manuals and materials as well as video tapes used in training and other items, including, without limitation, certain advertising, promotional and marketing items and materials which CFA Properties has licensed to Chick-fil-A for its own use and to sublicense to others to use.



There currently are no effective determinations of the United States Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. Except for the license between CFA Properties and Chick-fil-A described above, no other agreement limits Chick-fil-A's right to use or sublicense the use of any CFA Properties copyrighted materials. Further, there are no infringing uses actually known to us which could materially affect your use of the copyrighted materials in any state.

### **Item 15**

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

Your Franchise Agreement requires you to devote your full time and personal best efforts to operate your franchised Chick-fil-A Restaurant business to attempt to achieve the highest sales and profits possible and to diligently develop and promote the reputation and the goodwill of your franchised Chick-fil-A Restaurant business, Chick-fil-A and CFA Properties' marks. This requirement will, for all practical purposes, require you to directly supervise your franchised Chick-fil-A Restaurant business. As a result, you will have to keep free from conflicting enterprises or any other activities which would interfere with your exertion of your full time and personal best efforts to operate your franchised Chick-fil-A Restaurant business.

In order to become a franchised Operator of his or her first franchised Chick-fil-A Restaurant business, the Operator must sign the Franchise Agreement, including its attached Lease(s), in his or her individual capacity. Chick-fil-A may allow you to assign the Franchise Agreement to a single corporation, limited liability company or other form of business entity then approved by Chick-fil-A, which is formed solely for your convenience of ownership. Under the Assignment and Consent to Assignment Agreement that must be signed as a condition of any assignment, you must be the sole owner of the business entity ("Operator-Owner") and must agree to continue to be personally bound by, and personally liable for the breach of, each and every term and condition of the Franchise Agreement, including its attached Lease(s). Additionally, the Operator-Owner must guarantee the full and faithful performance by the proposed transferee business entity. The proposed transferee business entity must assume all of the obligations of the Operator-Owner as the original Operator under the Franchise Agreement, including its attached Lease(s). The form of Assignment and Consent to Assignment Agreement you and the business entity must sign to confirm your continuing obligations and the business entity's assumption of obligations to enable you to transfer your rights and obligations under the Franchise Agreement as franchisee to a business entity is attached to this Disclosure Document as Exhibit "B-1" for a corporation and Exhibit "B-2" for a limited liability company.

If Chick-fil-A offers you the opportunity to operate additional franchised Chick-fil-A Restaurant businesses, you individually if you have not assigned the Franchise Agreement, or you as the Operator-Owner after you have assigned the Franchise Agreement to a business entity, will also be personally bound by, and personally liable for the breach of, each and every term and condition of the Franchise Agreement and the Additional Business Amendment, including its attached Lease(s) or its attached Concession Sublicense Agreement for any satellite locations, together with the business entity. The forms of Additional Business Amendment you, or you and your business entity, if applicable, must sign to confirm your, and your business entity, if applicable, obligations under the Franchise Agreement, the Additional Business Amendment, and if applicable the Assignment and Consent to Assignment Agreement, to enable you to add an additional restaurant under the Franchise Agreement are attached as the following addenda to the Franchise Agreement (which is attached to this Disclosure Document as Exhibit "B"): Addendum "1-A" for a Traditional Unit (Sole Proprietorship); Addendum "1-B" for a Traditional Unit (Business Entity); Addendum "2-A" for a Satellite (Sole Proprietorship); and Addendum "2-B" for a Satellite (Business Entity).

If Chick-fil-A offers you the opportunity to operate a food truck as an extension and part of an existing Chick-fil-A Restaurant location, you individually if you have not assigned the Franchise Agreement, or you as the Operator-Owner after you have assigned the Franchise Agreement to a business entity, will also be personally bound by, and personally liable for the breach of, each and every term and condition of the Food Truck License and Sublease Agreement, including its attached third party food truck lease. The forms of Food Truck License and Sublease Agreement you, or you and your business entity, if applicable, must sign for the Operator to operate a food truck are attached as the following addenda to the Franchise Agreement (which is attached to this Disclosure Document as Exhibit “B”): Addendum “3-A” for a Sole Proprietorship and Addendum “3-B” for a Business Entity.

### **Item 16**

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

Chick-fil-A requires you to offer and sell only the Chick-fil-A brand products and other items that Chick-fil-A has approved. (See Item 8.) If you desire to sell other products in your franchised Chick-fil-A Restaurant business, you must request and receive written permission from Chick-fil-A before doing so. Under the terms of the Franchise Agreement, including its attached Lease(s) and its attached Concession Sublicense Agreement for any satellite unit, you are prohibited from using or occupying the premises of your franchised Chick-fil-A Restaurant business for any purpose other than operating your franchised Chick-fil-A Restaurant business.

You must offer all products that Chick-fil-A designates as required for all Operators or for your particular franchised Chick-fil-A Restaurant or associated food truck. For example, your ability to offer certain menu items could be restricted or changed pursuant to the Lease or in the case of any satellite unit, the Concession Sublicense Agreement and its attached Concession Agreement (and, as applicable, any underlying prime lease or ground lease). Satellite units typically may feature and serve only a limited number of menu items which will be designated in the Concession Sublicense Agreement. Your ability to offer certain menu items could be restricted or changed pursuant to the Food Truck License and Sublease Agreement and its attached Food Truck Lease. Chick-fil-A has the right during the term of the Franchise Agreement to add additional products to those which you are required to sell.

### **Item 17**

#### **RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

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

**Franchise Agreement (“FA”)** (The Franchise Agreement includes the attached Operator Lease(s). The Lease form is summarized separately in a table below. If you are offered the opportunity to operate an additional franchised Chick-fil-A Restaurant business as a satellite unit, the Franchise Agreement also includes the Concession Sublicense Agreement attached as an exhibit to the Additional Business Amendment to your Franchise Agreement. The Concession Sublicense Agreement attaches the Concession Agreement for the particular location as an exhibit. The Concession Sublicense Agreement form is summarized in the separate table below together with the summary of the Lease. The Franchise Agreement, the Lease and the Concession Sublicense Agreement, and their respective summary tables, should be read together and considered as a whole.)

Franchise Agreement Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term*	FA 2.1	Term terminates on the earlier of December 31 of year that Franchise Agreement is signed or when Lease expires if earlier.
b. Renewal or extension of term*	FA 2.2	Automatically extended for one-year periods unless written notice given at least 30 days prior to end of existing term by either party.
c. Requirements for franchisee to renew or extend	FA 2.3, 2.4	No requirements, but we can give you 30 days prior written notice of nonrenewal if you are in default, if an unresolved dispute exists regarding revenues or payments, if there has been an unauthorized transfer or attempt to transfer, you in your capacity as Operator or Operator-Owner have not devoted full time and best efforts to your franchised Chick-fil-A Restaurants or we have grounds to terminate. In addition, we reserve the right to change the terms and conditions of your Franchise Agreement by giving you written notice of the changes at least 45 days prior to end of the existing term.
d. Termination by franchisee	FA 24.2	Must give 30 days prior written notice to Chick-fil-A. You can also terminate if we fail to rebuild or restore your Chick-fil-A Restaurant premises after a fire or other casualty. See item d of the table below for the Lease.
e. Termination by franchisor without cause	FA 2.5, 24.2, 24.3, 24.4	We can terminate without cause upon 30 days prior written notice to you; or immediately upon written notice to you and payment of the greater of \$1,000 or an amount determined by a formula. We can also terminate immediately and without notice to you (i) within the first 90 days of the term without any payment; (ii) upon termination of the Lease for the site of your franchised Chick-fil-A Restaurant; or (iii) upon your death or permanent disability, in your capacity as Operator or Operator-Owner.
f. Termination by franchisor with cause	FA 24.1	We can terminate if you commit one of the listed defaults.
g. "Cause" defined – curable defaults	Not applicable	Not applicable.

Franchise Agreement Provision	Section in franchise or other agreement	Summary
h. "Cause" defined – non-curable defaults	FA 24.1	We can terminate if you subject Chick-fil-A, the Chick-fil-A Restaurants or the trademarks to public scandal; you or the Operator-Owner breach or threaten to breach any material duty or obligation under the Franchise Agreement, including the attached Lease(s), the Chick-fil-A operations and training manuals, any prime lease or ground lease, including the failure to pay any required payment; the Chick-fil-A Restaurant business is discontinued; you or Operator-Owner commit fraud, file for bankruptcy, make an assignment for the benefit of creditors, are adjudicated insolvent or a receiver is appointed for you or Operator-Owner or your or Operator-Owner's respective property; you fail to comply with our policies, procedures, programs, operating standards and other standards and specifications; you or Operator-Owner fail to participate in or successfully complete the initial training program; you or Operator-Owner fail to comply with in-term covenant against competition; you or Operator-Owner open any franchised Chick-fil-A Restaurants on a Sunday or on Christmas Day; if you or Operator-Owner purport to assign the Franchise Agreement without our approval; the operation of the Chick-fil-A Restaurant or the license granted to you is frustrated or materially impaired by any law or civil or military authority or acts of God, war or civil disorders, the existence or declaration of a pandemic or epidemic, or by labor union activity; or an event occurs which under applicable law is grounds for termination.
i. Franchisee's obligations on termination/non-renewal	FA 24.5, 24.6, 24.8	The Lease automatically expires, and you must immediately vacate your Chick-fil-A Restaurant premises, return all equipment to Chick-fil-A, pay Chick-fil-A all sums due, cease to use all trademarks, patents, copyrights and any other intellectual property licensed to you, return all manuals and other information to Chick-fil-A and terminate all banking arrangements and credit card processing arrangements. You must also obey the terms of any covenant not to compete with Chick-fil-A and other obligations that survive termination or expiration of the Franchise Agreement.
j. Assignment of contract by franchisor	FA 21.4	No restriction on Chick-fil-A's right to assign.
k. "Transfer" by franchisee – defined	FA 21.2	Includes any transfer or assignment of your Franchise Agreement or in a business entity to which you have assigned the Franchise Agreement for convenience of ownership and any attempt to sublet or encumber the premises upon which your franchised Chick-fil-A Restaurant business is located.

Franchise Agreement Provision	Section in franchise or other agreement	Summary
l. Franchisor approval of transfer by franchisee	FA 21.1, 21.2, 21.3	No transfer allowed except to a single approved form of business entity for convenience of ownership. Chick-fil-A has the right to approve all transfers.
m. Conditions for franchisor approval of transfer	FA 21.1	Conditions include the business entity must be newly organized and its organizational documents must state that its activities will be confined exclusively to operation of the Chick-fil-A Restaurant business; the name must not contain the term “Chick-fil-A” or “CFA” or any other marks licensed to you, or any derogatory or non-professional terms; you, individually, as the Operator-Owner, must own and control 100% of the ownership interests in the business entity and must be the sole director or sole member/manager and principal executive officer, as applicable; the formation and organizational documents and any equity ownership certificate must recite that the transfer of securities is restricted by the Franchise Agreement; you and the business entity must sign the applicable Assignment and Consent to Assignment Agreement attached to this Disclosure Document as Exhibit “B-1” for a corporation and Exhibit “B-2” for a limited liability company; you must provide us with copies of all governing documents, which must be reasonably satisfactory to us; you must maintain the business entity in good standing; and you, individually, as Operator-Owner, must continue to devote full time and personal best efforts to operating the Chick-fil-A Restaurant business.
n. Franchisor’s right of first refusal to acquire franchisee’s business	Not applicable	Not applicable.
o. Franchisor’s option to purchase franchisee’s business	Not applicable	Not applicable.
p. Death or disability of franchisee	FA 2.5	Upon your death or the death of the Operator-Owner, if applicable, or if you or the Operator-Owner, if applicable, become disabled to the extent that you or the Operator-Owner are unable to perform your respective obligations under the Franchise Agreement, the Franchise Agreement will terminate automatically; working capital deposit will be refunded to your estate or you, as applicable.

Franchise Agreement Provision	Section in franchise or other agreement	Summary
q. Non-competition covenants during the term of the franchise	FA 19	You and the Operator-Owner, if applicable, may not compete with Chick-fil-A by ownership or employment as a manager, operator or supervisory employee of any fast food or quick-service restaurant anywhere within 5 miles of the premises on which any of your franchised Chick-fil-A Restaurant businesses are located.
r. Non-competition covenants after the franchise is terminated or expires	FA 19	You and the Operator-Owner, if applicable, may not compete with Chick-fil-A for one year following any expiration or termination of the Franchise Agreement, by ownership or employment as a manager, operator or supervisory employee of any fast food or quick-service restaurant at or anywhere within 5 miles of the premises on which any of your franchised Chick-fil-A Restaurant businesses are located.
s. Modification of the agreement	FA 28.2, 11	Agreement may only be modified by the execution of a written agreement between both parties; operations and training manuals and materials are subject to change at any time.
t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to state law, see Exhibit "G"). Any promises or statements not in the Franchise Agreement or in this Disclosure Document should not be relied upon.
u. Dispute resolution by arbitration or mediation	Not applicable	Not applicable.
v. Choice of forum*	FA 28.10	Litigation must be in the Atlanta, Georgia area (subject to state law, see Exhibit "G").
w. Choice of law*	FA 28.9	Georgia law applies (subject to state law, see Exhibit "G").

A provision in the Franchise Agreement that terminates the Franchise Agreement upon your bankruptcy may not be enforceable under Title 11, United States Code Section 101 *et seq.*

\* California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin may require franchisors to make additional disclosures related to the information contained in this Disclosure Document and to amend the franchise agreement to address inconsistencies between the franchise agreement and state law in some areas. If applicable, these additional disclosures and amendments will be furnished to you in a state specific addendum to this Disclosure Document. See Exhibit "G" to this Disclosure Document.

\* \* \* \* \*

**Lease and any Concession Sublicense Agreement** (Each agreement to be read together with the Franchise Agreement which is summarized in the table above.)

Lease and any Concession Sublicense Agreement Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term*	Lease 2 Concession Sublicense Agr. 4	Term terminates on the earlier of December 31 of year that Agreement is signed or when Franchise Agreement terminates or expires if earlier.
b. Renewal or extension of term*	Lease 2 Concession Sublicense Agr. 4	Automatically extended for one-year periods unless written notice given at least 30 days prior to end of existing term by either party.
c. Requirements for franchisee to renew or extend	Lease 2 Concession Sublicense Agr. 4	No requirements except that you cannot renew if you do not have the right to renew the Franchise Agreement or the Franchise Agreement is otherwise not renewed. We reserve the right to change the terms and conditions of your Lease and any Concession Sublicense Agreement by giving you written notice of the changes at least 45 days prior to end of the existing term.
d. Termination by franchisee	Lease 6, 10  Concession Sublicense Agr. 2, 7	You do not have an express right to terminate the agreement, but as described in item d of the table above for the Franchise Agreement, you may terminate the Franchise Agreement by giving 30 days' prior written notice to Chick-fil-A, in which event the Lease and any Concession Sublicense Agreement will terminate immediately upon termination of the Franchise Agreement. You may also terminate the Franchise Agreement if we fail to rebuild or restore your Chick-fil-A Restaurant premises after a fire or other casualty, which will also simultaneously terminate the Lease and any Concession Sublicense Agreement.
e. Termination by franchisor without cause	Lease 2 Concession Sublicense Agr. 2, 4, 7	We can terminate the Franchise Agreement without cause as described in item e of the table above for the Franchise Agreement, in which event the Lease and any Concession Sublicense Agreement will terminate immediately upon termination of the Franchise Agreement. The Lease and any Concession Sublicense Agreement will also automatically terminate immediately upon the expiration or termination of any prime lease or ground lease or the Concession Agreement (in the case of the Concession Sublicense Agreement), as well as or upon your death or permanent disability, in your capacity as Operator or Operator-Owner.
f. Termination by franchisor with cause	Lease 2, 4, 6, 10  Concession Sublicense Agr. 2, 4, 7	We can terminate if you commit one of the listed defaults. The agreement terminates automatically or if we give written notice after the occurrence of certain events.

Lease and any Concession Sublicense Agreement Provision	Section in franchise or other agreement	Summary
g. "Cause" defined – curable defaults	Lease 10	You have ten days to cure a default under the agreement, other than a payment default or other default described in item h of this table.
h. "Cause" defined – non-curable defaults	Lease 2, 4, 6, 10 Concession Sublicense Agr. 4, 7	Termination, expiration or revocation of the Franchise Agreement will terminate the Lease and any Concession Sublicense Agreement effective immediately, without any notice required. The Lease terminates automatically if your entire Chick-fil-A Restaurant premises are condemned under eminent domain or acquired in lieu of condemnation, and we may terminate the Lease by written notice if only a portion of the premises are condemned or acquired or if the premises are damaged by fire or other casualty. We can terminate the Lease and any Concession Sublicense Agreement effective immediately by giving notice to you if you default in making any payment due under the agreement, you or Operator-Owner purport to assign the agreement, sublet or allow a third-party to occupy the premises without consent, you or the Operator-Owner, as applicable, default under the Franchise Agreement or the Franchise Agreement expires, and in the case of any Concession Sublicense Agreement you or the Operator-Owner, as applicable, default under the Concession Agreement or the Additional Business Amendment or the Concession Agreement or the Additional Business Amendment expires, you or any of your officers, directors, members, employees, agents or contractors (including, the Operator-Owner, as applicable) performs any act, neglects to perform any duty or fails to adhere to any standard of conduct that would constitute a violation or default under the prime lease, the ground lease or any title document (or any related document) or the Concession Agreement, as applicable, you or Operator-Owner file for bankruptcy, make an assignment for the benefit of creditors, are adjudicated insolvent or a receiver is appointed for you or Operator-Owner or your or Operator-Owner's respective property or an involuntary petition is filed against you or Operator-Owner and not dismissed or stayed within 60 days, or you vacate or abandon the premises of the Chick-fil-A Restaurant business. We can terminate any Concession Sublicense Agreement upon ten days' written notice for failure to diligently apply for and pursue the required permits and licenses to operate the satellite unit or failure to open the satellite unit within forty-five days after equipment is installed and Concessionor completes construction and provides access (or earlier if required).



Lease and any Concession Sublicense Agreement Provision	Section in franchise or other agreement	Summary
i. Franchisee's obligations on termination/non-renewal	Lease 10 Concession Sublicense Agr. 4, 7	You must immediately vacate your Chick-fil-A Restaurant premises and permit the peaceful possession of the premises by Chick-fil-A. Also see item i of the table above for the Franchise Agreement.
j. Assignment of contract by franchisor	Lease 14 Concession Sublicense Agr. 9	No restriction on Chick-fil-A's right to assign.
k. "Transfer" by franchisee – defined	Lease 14 Concession Sublicense Agr. 9	Includes any transfer or assignment of the agreement or in a business entity to which you have assigned the Franchise Agreement for convenience of ownership and any attempt to sublet or encumber the premises upon which your franchised Chick-fil-A Restaurant business is located.
l. Franchisor approval of transfer by franchisee	Lease 14 Concession Sublicense Agr. 9	No transfer allowed except to a single approved form of business entity for convenience of ownership. Chick-fil-A has the right to approve all transfers. See item l of the table above for the Franchise Agreement.
m. Conditions for franchisor approval of transfer	Lease 14 Concession Sublicense Agr. 9	See item m of the table above for the Franchise Agreement.
n. Franchisor's right of first refusal to acquire franchisee's business	Not applicable	Not applicable.
o. Franchisor's option to purchase franchisee's business	Not applicable	Not applicable.
p. Death or disability of franchisee	Lease 2 Concession Sublicense Agr. 4	Upon your death or the death of the Operator-Owner, if applicable, or if you or the Operator-Owner, if applicable, become disabled to the extent that you or the Operator-Owner are unable to perform your respective obligations under the Franchise Agreement, the agreement will terminate automatically.
q. Non-competition covenants during the term of the franchise	Not applicable	See item q of the table above for the Franchise Agreement.

Lease and any Concession Sublicense Agreement Provision	Section in franchise or other agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Not applicable	See item r of the table above for the Franchise Agreement.
s. Modification of the agreement	Lease 14, 2 Concession Sublicense Agr. 4	The agreement may only be modified by the execution of a written agreement by Chick-fil-A, except use and enjoyment of the premises could be restricted or changed as a result of an amendment or modification by Chick-fil-A, including an amendment or modification to a prime lease, ground lease, title documents or if applicable, Concession Agreement.
t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including any Assignment and Consent to Assignment Agreement and any Additional Business Amendment, to which the agreement is attached, are binding (subject to state law, see Exhibit “G”). Any promises or statements not in the agreement, including its exhibits (or the Franchise Agreement, including any Assignment and Consent to Assignment Agreement and any Additional Business Amendment,) or in this Disclosure Document should not be relied upon.
u. Dispute resolution by arbitration or mediation	Not applicable	Not applicable.
v. Choice of forum*	Lease 14 Concession Sublicense Agr. 9	Litigation must be in the Atlanta, Georgia area (subject to state law, see Exhibit “G”).
w. Choice of law*	Lease 14 Concession Sublicense Agr. 9	Georgia law applies (subject to state law, see Exhibit “G”).

A provision in the Lease or in any Concession Sublicense Agreement that terminates the agreement upon your bankruptcy may not be enforceable under Title 11, United States Code Section 101 *et seq.*

\* California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin may require franchisors to make additional disclosures related to the information contained in this Disclosure Document and to amend the Lease and any Concession Sublicense Agreement to address inconsistencies between the Lease and any Concession Sublicense Agreement and state law in some areas. If applicable, these additional disclosures and amendments will be furnished to you in a state specific addendum to this Disclosure Document. See Exhibit “G” to this Disclosure Document.

## **Item 18**

### **PUBLIC FIGURES**

Chick-fil-A does not use any public figure to promote its franchises.

## **Item 19**

### **FINANCIAL PERFORMANCE REPRESENTATIONS**

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

As of December 31, 2019, there were approximately 2,493 domestic Chick-fil-A Restaurants open and operating, including approximately 2,111 domestic company-operated and franchised Operator Chick-fil-A Restaurants and 382 domestic Chick-fil-A Licensed Units. The domestic Chick-fil-A Licensed Units, which are operated by Chick-fil-A Licensees, and their annual sales volumes are not the subject of these financial performance representations.

As of December 31, 2019, approximately 2,085 of the 2,111 domestic Chick-fil-A Restaurants were being operated by Operators and 26 of the 2,111 domestic Chick-fil-A Restaurants were being operated by Chick-fil-A or its affiliates. The domestic Chick-fil-A Restaurants, which are operated or were operated at any time during calendar year 2019 by Chick-fil-A or its affiliates, and their annual sales volumes are not the subject of these financial performance representations.

Approximately 1,877 of those 2,085 domestic Chick-fil-A Restaurants being operated by Operators had been open and operated by Operators for at least one full calendar year as of December 31, 2019 and had been operated by Operators during the entire year. Of these 1,877 domestic Chick-fil-A Restaurants operated by Operators, 14 were satellite units, and their annual sales volumes are not the subject of these financial performance representations. The remaining 1,863 non-satellite domestic Chick-fil-A Restaurants that had been open and operated by Operators for at least one full calendar year as of December 31, 2019, and their annual sales volumes, are the subject of these financial performance representations and discussed below.

Approximately 230 of the 1,863 domestic non-satellite franchised Operator Chick-fil-A Restaurants that had been open and operated by Operators for at least one full calendar year as of December 31, 2019 were located in malls and approximately 1,633 of the 1,863 domestic non-satellite franchised Operator Chick-fil-A Restaurants that had been open and operated by Operators for at least one full calendar year as of December 31, 2019 were located in non-mall environments (*e.g.*, free-standing or drive-thru only units).

In 2019, of the approximately 230 domestic non-satellite franchised Operator Chick-fil-A Restaurants located in mall units that had been open and operated by Operators for at least one full calendar year as of December 31, 2019, the median annual sales volume was \$2,127,168 and the average annual sales volume was \$2,569,472, with 75 of the 230 or 33% that did as well or better than \$2,569,472 in annual sales. The highest and lowest annual sales volume for these domestic non-satellite franchised Operator

Chick-fil-A Restaurants located in mall units that had been open and operated by Operators for at least one full calendar year in 2019 was \$10,149,525 and \$182,602, respectively. Approximately 31% had annual sales volumes less than \$1,800,000; approximately 34% had annual sales volumes between \$1,800,000 and \$2,500,000; and approximately 34% had annual sales volumes in excess of \$2,500,000.

In 2019, of the approximately 1,633 domestic non-satellite franchised Operator Chick-fil-A Restaurants located in non-malls that had been open and operated by Operators for at least one full calendar year as of December 31, 2019, the median annual sales volume was \$6,417,073 and the average annual sales volume was \$6,565,233, with 748 of the 1,633 or 45% that did as well or better than \$6,565,233 in annual sales. The highest and lowest annual sales volume for these domestic non-satellite franchised Operator Chick-fil-A Restaurants located in non-malls that had been open and operated by Operators for at least one full calendar year in 2019 was \$13,457,069 and \$380,280, respectively. Approximately 33% had annual sales volumes less than \$5,900,000; approximately 33% had annual sales volumes between \$5,900,000 and \$6,950,000; and approximately 34% had annual sales volumes in excess of \$6,950,000.

During the calendar year ending December 31, 2019, 2 domestic non-satellite franchised Operator Chick-fil-A Restaurant located in a mall unit permanently closed, of which 0 had been open for less than 12 months, and 5 domestic non-satellite franchised Operator Chick-fil-A Restaurants located in non-mall environments permanently closed, of which 0 had been open less than 12 months.

For purposes of the financial performance representations set forth above, the term “annual sales volume” includes a franchised Operator Chick-fil-A Restaurant’s entire gross receipts (excluding only sales taxes levied upon retail sales and payable over to the appropriate governmental authority) from all sales at, from or related to the franchised Operator Chick-fil-A Restaurant during the applicable calendar year, whether for cash or on a charge, credit or time basis, including sales and services (i) where orders originate and/or are accepted at, in or away from the franchised Operator Chick-fil-A Restaurant, or (ii) pursuant to telephone or other similar orders received or filled at or in the franchised Operator Chick-fil-A Restaurant.

The financial performance representations set forth above are based upon a total of 1,863 domestic non-satellite franchised Operator Chick-fil-A Restaurants that were open and operated by Operators for at least one full calendar year as of December 31, 2019 and had been operated by Operators during the entire year, of which 230 were located in malls and 1,633 were located in non-mall environments. Both non-satellite franchised Operator Chick-fil-A Restaurants located in malls and non-satellite franchised Operator Chick-fil-A Restaurants located in non-mall environments are similar with respect to their operations and receive similar services from Chick-fil-A. Because franchised non-satellite Operator Chick-fil-A Restaurants located in malls and franchised non-satellite Operator Chick-fil-A Restaurants located in non-mall environments achieve generally different levels of financial performance, financial performance representations have been included for each type of restaurant in order to provide information relevant to prospective Operators.

**Some franchised Operator Chick-fil-A Restaurants have sold this amount. Your individual results may differ. There is no assurance that you’ll sell as much.**

You are urged to consult with appropriate financial, business and legal advisors in connection with the information set forth in this analysis.

A new Operator’s individual financial results may differ from the results stated in the Financial Performance Representations for the reasons stated below.

The Financial Performance Representations do not reflect the costs of sales or operating expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. The

best source of cost and expense data may be from Operators and former Operators, some of whom may be listed in Item 20.

Individual Operators are likely to experience annual sales volume variations. A Chick-fil-A Restaurant's physical location within any particular geographic area, a Chick-fil-A Restaurant's physical location among different geographic areas of the country, the operational skill and the management methods employed by an Operator, and menu price variations may significantly affect the sales realized in any given operation.

Written substantiation of the data used in preparing the financial performance representation will be made available to you upon reasonable request.

Chick-fil-A may provide you with supplemental information relating to the projected sales of a Chick-fil-A Restaurant at a specific location (the "Supplemental Information"). Any Supplemental Information will be in writing and will explain how it differs from the information contained in this Item 19.

At the date of issuance of this Franchise Disclosure Document, a known current risk of local, state or nationwide illness or pandemic (the "COVID-19 Risk") exists. The COVID-19 Risk presents business, legal and regulatory risks of closure and/or impairment in the ability to operate, in whole or in part, a Chick-fil-A Restaurant and other restaurants in the food service industry. Because of the COVID-19 Risk, Chick-fil-A cannot be certain and does not represent or warrant in any way to the Operator that your Chick-fil-A Restaurant will be able to be opened by the Operator in order to commence business, will be able to stay open after any commencement of business or otherwise will not suffer any impairment in its ability to be operated, in whole or in part.

Other than the preceding financial performance representation and any Supplemental Information provided to you, as described above, Chick-fil-A 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. With regard to 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 Kelly D. Ludwick, Vice President, Legal - Employment, Franchise & Litigation, telephone number (404) 765-8000, the Federal Trade Commission, and the appropriate state regulatory agencies.

**Item 20**

**OUTLETS AND FRANCHISEE INFORMATION**

**TABLE NO. 1**

**SYSTEM-WIDE OUTLET SUMMARY  
FOR YEARS 2017 TO 2019**

**CHICK-FIL-A FRANCHISED AND COMPANY-OPERATED RESTAURANTS**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2017	1741	1853	+112
	2018	1845	1947	+102
	2019	1936	2085	+149
Company Owned	2017	31	29	-2
	2018	37	42	+5
	2019	53	26	-27
Total Outlets	2017	1772	1882	+110
	2018	1882	1989	+107
	2019	1989	2111	+122

**CHICK-FIL-A LICENSED UNITS**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Licensed	2017	313	343	+30
	2018	343	363	+20
	2019	363	382	+19
Company Owned	2017	0	0	0
	2018	0	0	0
	2019	0	0	0
Total Outlets	2017	313	343	+30
	2018	343	363	+20
	2019	363	382	+19

TABLE NO. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS  
(OTHER THAN THE FRANCHISOR OR AN AFFILIATE)  
FOR YEARS 2017 TO 2019

CHICK-FIL-A FRANCHISED RESTAURANTS

State	Year	Number of Transfers
All States	2017	0
	2018	0
	2019	0
Total	2017	0
	2018	0
	2019	0

**Note:** For purposes of the above table, a “transfer” means the acquisition of a franchised Chick-fil-A Restaurant business, during its term, by a person other than Chick-fil-A or an affiliate.

CHICK-FIL-A LICENSED UNITS

State	Year	Number of Transfers
All States	2017	0
	2018	0
	2019	0
Total	2017	0
	2018	0
	2019	0

**Note:** For purposes of the above table, a “transfer” means the acquisition of a Chick-fil-A Licensed Unit, during its term, by a person other than Chick-fil-A or an affiliate.

TABLE NO. 3

STATUS OF FRANCHISE OUTLETS FOR YEARS 2017 TO 2019

CHICK-FIL-A FRANCHISED RESTAURANTS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
AL	2017	65	4	0	0	4	1	64
	2018	64	7	0	0	4	0	67
	2019	66	7	0	0	3	1	69
AZ	2017	29	3	0	0	1	1	30
	2018	30	2	0	0	0	0	32
	2019	32	2	0	0	0	0	34
AR	2017	21	3	0	0	1	1	22
	2018	22	1	0	0	1	1	21
	2019	21	3	0	0	0	3	21
CA	2017	84	13	0	0	3	1	93
	2018	92	14	0	0	4	1	101
	2019	101	19	0	0	4	1	115
CO	2017	41	7	0	0	3	1	44
	2018	44	7	0	0	2	0	49
	2019	48	5	0	0	1	0	52
CT	2017	5	2	0	0	0	0	7
	2018	7	2	0	0	0	0	9
	2019	9	1	0	0	0	0	10
DC	2017	2	1	0	0	0	0	3
	2018	3	0	0	0	1	0	2
	2019	2	2	0	0	0	0	4
DE	2017	9	1	0	0	1	0	9
	2018	9	1	0	0	0	0	10
	2019	10	1	0	0	0	0	11
FL	2017	161	14	0	0	6	2	167
	2018	167	17	0	0	11	3	170
	2019	170	11	0	0	2	1	178
GA	2017	173	13	0	0	2	3	181
	2018	181	11	0	0	5	2	185
	2019	186	17	0	0	4	0	199
ID	2017	5	0	0	0	1	0	4
	2018	4	2	0	0	0	0	6
	2019	6	0	0	0	0	0	6



CHICK-FIL-A FRANCHISED RESTAURANTS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
IL	2017	31	4	0	0	3	0	32
	2018	31	3	0	0	2	0	32
	2019	32	9	0	0	3	0	38
IN	2017	29	1	0	0	1	0	29
	2018	29	3	0	0	3	1	28
	2019	28	3	0	0	1	0	30
IA	2017	14	0	0	0	0	0	14
	2018	13	4	0	0	2	1	14
	2019	14	2	0	0	1	0	15
KS	2017	9	4	0	0	0	0	13
	2018	13	1	0	0	0	0	14
	2019	14	1	0	0	1	0	14
KY	2017	26	3	0	0	1	0	28
	2018	28	1	0	0	0	0	29
	2019	27	3	0	0	1	0	29
LA	2017	29	1	0	0	1	0	29
	2018	28	4	0	0	3	0	29
	2019	29	4	0	0	0	0	33
ME	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
MD	2017	62	9	0	0	2	1	68
	2018	67	8	0	0	2	0	73
	2019	72	3	0	0	2	2	71
MA	2017	6	4	0	0	0	0	10
	2018	10	4	0	0	1	1	12
	2019	11	4	0	0	1	0	14
MI	2017	2	4	0	0	0	0	6
	2018	6	2	0	0	0	0	8
	2019	8	0	0	0	0	0	8
MN	2017	8	3	0	0	0	0	11
	2018	11	3	0	0	1	1	12
	2019	12	6	0	0	3	0	15
MS	2017	20	3	0	0	1	1	21
	2018	21	2	0	0	1	0	22
	2019	21	4	0	0	1	0	24

CHICK-FIL-A FRANCHISED RESTAURANTS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
MO	2017	26	4	0	0	3	0	27
	2018	27	1	0	0	1	0	27
	2019	27	3	0	0	1	1	28
MT	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
NE	2017	7	0	0	0	0	0	7
	2018	7	0	0	0	0	0	7
	2019	7	1	0	0	0	0	8
NV	2017	0	4	0	0	0	0	4
	2018	4	2	0	0	0	0	6
	2019	6	0	0	0	0	0	6
NH	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
NJ	2017	30	5	0	0	4	0	31
	2018	31	3	0	0	2	0	32
	2019	32	8	0	0	4	0	36
NM	2017	10	2	0	0	1	0	11
	2018	11	1	0	0	0	0	12
	2019	12	0	0	0	0	0	12
NC	2017	129	8	0	0	3	1	133
	2018	133	4	0	0	2	1	134
	2019	134	12	0	0	6	0	140
ND	2017	0	1	0	0	0	0	1
	2018	1	1	0	0	0	0	2
	2019	2	0	0	0	0	0	2
NY	2017	6	0	0	0	0	0	6
	2018	6	9	0	0	0	0	15
	2019	15	7	0	0	0	1	21
OH	2017	41	5	0	0	0	0	46
	2018	44	11	0	0	4	1	50
	2019	49	9	0	0	1	0	57
OK	2017	27	5	0	0	2	1	29
	2018	28	3	0	0	0	0	31
	2019	31	4	0	0	1	1	33

CHICK-FIL-A FRANCHISED RESTAURANTS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
OR	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	2	0	0	0	0	4
PA	2017	60	6	0	0	2	0	64
	2018	64	5	0	0	4	0	65
	2019	65	6	0	0	1	0	70
RI	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
SC	2017	74	4	0	0	2	0	76
	2018	76	2	0	0	1	0	77
	2019	77	4	0	0	2	0	79
TN	2017	59	8	0	0	5	1	61
	2018	61	7	0	0	2	0	66
	2019	66	4	0	0	1	0	69
TX	2017	284	40	0	0	17	2	305
	2018	304	34	0	0	11	3	324
	2019	321	31	0	0	4	1	347
UT	2017	22	3	0	0	0	0	25
	2018	25	1	0	0	1	1	24
	2019	24	3	0	0	0	0	27
VA	2017	100	10	0	0	9	0	101
	2018	102	8	0	0	4	0	106
	2019	105	7	0	0	3	1	108
WA	2017	4	4	0	0	0	0	8
	2018	8	2	0	0	0	0	10
	2019	10	3	0	0	0	0	13
WV	2017	16	1	0	0	1	0	16
	2018	16	0	0	0	1	0	17
	2019	17	0	0	0	0	1	16
WI	2017	7	1	0	0	0	1	8
	2018	8	0	0	0	0	0	8
	2019	8	4	0	0	0	0	12

CHICK-FIL-A FRANCHISED RESTAURANTS

	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
WY	2017	1	1	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
Totals	2017	1741	209	0	0	80	17	1853
	2018	1845	195	0	0	76	17	1947
	2019	1936	215	0	0	52	14	2085

**Notes:**

1. All numbers for “Outlets at Start of the Year” in the preceding table are as of the beginning of each fiscal year. All numbers for “Outlets at End of the Year” in the preceding table are as of the end of each fiscal year.
2. For purposes of the above table, “Opened” reflects the total number of franchised Chick-fil-A Restaurants opened in each state during each fiscal year, including both new restaurants and company-owned restaurant operations purchased by an Operator from Chick-fil-A.
3. For purposes of the above table, “Terminations” reflects the total number of Franchise Agreements terminated in each state during each fiscal year by Chick-fil-A prior to the end of the Franchise Agreement’s term and without providing any consideration to the Operator (whether by payment, forgiveness or assumption of debt, or new franchised Chick-fil-A Restaurant opportunity).

TABLE NO. 3

STATUS OF FRANCHISE OUTLETS FOR YEARS 2017 TO 2019

CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
AB*	2017	1	0	0	0	0	0	1
	2018	1	0	1	0	0	0	0
	2019	0	0	0	0	0	0	0
AL	2017	11	0	0	0	0	0	11
	2018	11	1	0	0	0	0	12
	2019	12	1	0	0	0	0	13
AZ	2017	5	1	0	0	0	0	6
	2018	6	1	0	0	0	0	7
	2019	7	0	0	0	0	0	7
AR	2017	11	0	0	0	0	0	11
	2018	11	1	0	0	0	0	12
	2019	12	1	1	0	0	0	12
CA	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	3
	2019	3	1	0	0	0	0	4
CO	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
CT	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
DE	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
DC	2017	1	3	0	0	0	0	4
	2018	4	1	0	0	0	0	5
	2019	5	0	0	0	0	0	5
FL	2017	22	1	0	0	0	0	23
	2018	23	0	0	0	0	0	23
	2019	23	2	1	0	0	0	24
GA	2017	28	1	2	0	0	0	27
	2018	27	1	0	0	0	0	28
	2019	28	1	2	0	0	0	27

CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
ID	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3
IL	2017	8	1	0	0	0	0	9
	2018	9	0	2	0	0	0	7
	2019	7	1	0	0	0	0	8
IN	2017	7	1	0	0	0	0	8
	2018	8	0	0	0	0	0	8
	2019	8	0	0	0	0	0	8
KS	2017	5	0	0	0	0	0	5
	2018	5	0	0	0	0	0	5
	2019	5	0	0	0	0	0	5
KY	2017	7	2	0	0	0	0	9
	2018	9	0	0	0	0	0	9
	2019	9	2	0	0	0	0	11
LA	2017	6	1	0	0	0	0	7
	2018	7	0	0	0	0	0	7
	2019	7	4	0	0	0	0	11
MD	2017	7	2	0	0	0	0	9
	2018	9	0	1	0	0	0	8
	2019	8	0	0	0	0	0	8
MI	2017	2	2	0	0	0	0	4
	2018	4	0	0	0	0	0	4
	2019	4	0	0	0	0	0	4
MN	2017	4	0	0	0	0	0	4
	2018	4	0	0	0	0	0	4
	2019	4	1	0	0	0	0	5
MS	2017	7	1	0	0	0	0	8
	2018	8	0	0	0	0	0	8
	2019	8	0	0	0	0	0	8
MO	2017	8	2	0	0	0	0	10
	2018	10	1	0	0	0	0	11
	2019	11	0	1	0	0	0	10

CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
NE	2017	2	0	0	0	0	0	2
	2018	2	1	1	0	0	0	2
	2019	2	1	0	0	0	0	3
NV	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
NJ	2017	1	0	0	0	0	0	1
	2018	1	1	0	0	0	0	2
	2019	2	1	0	0	0	0	3
NM	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
NY	2017	1	0	0	0	0	0	1
	2018	1	1	0	0	0	0	2
	2019	2	0	0	0	0	0	2
NC	2017	21	3	1	0	0	0	23
	2018	23	1	1	0	0	0	23
	2019	23	2	0	0	0	0	25
OH	2017	6	1	0	0	0	0	7
	2018	7	1	0	0	0	0	8
	2019	8	0	1	0	0	0	7
OK	2017	12	0	0	0	0	0	12
	2018	12	1	0	0	0	0	13
	2019	13	1	0	0	0	0	14
PA	2017	13	4	0	0	0	0	17
	2018	17	1	0	0	0	0	18
	2019	18	2	0	0	0	0	20
SC	2017	13	3	1	0	0	0	15
	2018	15	2	0	0	0	0	17
	2019	17	0	0	0	0	0	17
SD	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2

CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
TN	2017	17	0	0	0	0	0	17
	2018	17	2	0	0	0	0	19
	2019	19	0	0	0	0	0	19
TX	2017	54	5	0	0	0	0	59
	2018	59	3	0	0	0	0	62
	2019	62	1	0	0	0	0	63
UT	2017	2	0	0	0	0	0	2
	2018	2	1	0	0	0	0	3
	2019	3	1	0	0	0	0	4
VA	2017	15	0	0	0	0	0	15
	2018	15	3	0	0	0	0	18
	2019	18	0	0	0	0	0	18
WV	2017	2	0	0	0	0	0	2
	2018	2	1	0	0	0	0	3
	2019	3	1	0	0	0	0	4
Totals	2017	313	34	4	0	0	0	343
	2018	343	26	6	0	0	0	363
	2019	363	25	6	0	0	0	382

\*AB represents Alberta, Canada.

**Notes:**

1. All numbers for “Outlets at Start of the Year” in the preceding table are as of the beginning of each fiscal year. All numbers for “Outlets at End of the Year” in the preceding table are as of the end of each fiscal year.
2. For purposes of the above table, “Opened” reflects the total number of Chick-fil-A Licensed Units opened in each state during each fiscal year, including both new licensed units and company-owned licensed units purchased by a Licensee from Chick-fil-A.
3. For purposes of the above table, “Terminations” reflects the total number of License Agreements terminated in each state during each fiscal year by Chick-fil-A prior to the end of the License Agreement’s term and without providing any consideration to the Licensee (whether by payment, forgiveness or assumption of debt, or new Chick-fil-A Licensed Unit opportunity).



TABLE NO. 4

STATUS OF COMPANY-OWNED OUTLETS  
FOR YEARS 2017 TO 2019

CHICK-FIL-A COMPANY-OPERATED RESTAURANTS

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
AL	2017	1	0	5	1	2	3
	2018	3	0	4	0	4	3
	2019	4	0	4	3	5	0
AZ	2017	1	0	2	0	2	1
	2018	1	0	0	0	1	0
	2019	0	0	0	0	0	0
AR	2017	0	0	2	0	2	0
	2018	0	0	2	0	0	2
	2019	2	0	3	0	3	2
CA	2017	1	0	4	0	5	0
	2018	1	0	5	0	5	1
	2019	1	0	5	0	4	2
CO	2017	3	0	4	0	5	2
	2018	2	0	3	0	4	1
	2019	2	0	1	0	3	0
DC	2017	0	0	0	0	0	0
	2018	0	0	1	0	0	1
	2019	1	0	0	0	1	0
DE	2017	0	0	1	0	1	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
FL	2017	3	0	8	0	8	3
	2018	3	0	14	5	8	3
	2019	3	0	3	0	5	1
GA	2017	3	0	5	1	4	3
	2018	3	0	7	1	4	5
	2019	4	0	4	2	5	1
ID	2017	0	0	1	0	0	1
	2018	1	0	0	0	1	0
	2019	0	0	0	0	0	0
IL	2017	0	0	3	0	2	1
	2018	2	0	2	0	3	1
	2019	1	0	3	0	4	0
IN	2017	0	0	1	0	1	0
	2018	0	0	4	0	3	1
	2019	1	0	1	0	1	1

CHICK-FIL-A COMPANY-OPERATED RESTAURANTS

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
IA	2017	1	0	0	0	0	1
	2018	2	0	3	0	2	1
	2019	1	0	1	0	2	0
KS	2017	3	0	0	0	2	1
	2018	1	0	0	0	0	1
	2019	1	0	1	1	1	0
KY	2017	0	0	1	0	1	0
	2018	0	0	0	0	0	0
	2019	2	0	1	0	2	1
LA	2017	0	0	1	1	0	0
	2018	1	0	3	0	2	2
	2019	2	0	0	0	2	0
MD	2017	1	0	3	0	3	1
	2018	2	0	2	0	4	0
	2019	1	0	4	1	1	3
MA	2017	0	0	0	0	0	0
	2018	0	0	2	0	2	0
	2019	1	0	1	0	1	1
MN	2017	0	0	0	0	0	0
	2018	0	0	2	0	0	2
	2019	2	0	3	0	5	0
MS	2017	2	0	2	0	2	2
	2018	2	0	1	0	2	1
	2019	2	0	1	0	2	1
MO	2017	0	0	3	0	3	0
	2018	0	0	1	0	0	1
	2019	1	0	2	0	1	2
NJ	2017	1	0	4	1	3	1
	2018	1	0	2	0	1	2
	2019	2	0	4	0	4	2
NM	2017	0	0	1	0	1	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
NC	2017	0	0	4	0	4	0
	2018	0	0	3	1	1	1
	2019	1	0	6	2	3	2

CHICK-FIL-A COMPANY-OPERATED RESTAURANTS

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
NY	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	1	0	0	1
OH	2017	1	0	1	0	2	0
	2018	2	0	5	0	4	3
	2019	4	0	1	0	5	0
OK	2017	1	0	3	0	3	1
	2018	2	0	0	0	1	1
	2019	1	0	2	0	3	0
PA	2017	0	0	2	0	1	1
	2018	1	0	4	1	2	2
	2019	2	0	1	0	2	1
SC	2017	2	0	2	0	1	1
	2018	1	0	1	0	1	1
	2019	1	0	2	0	3	0
TN	2017	1	0	5	0	5	1
	2018	1	0	2	2	1	0
	2019	0	0	1	0	0	1
TX	2017	2	0	19	0	18	3
	2018	4	0	14	2	11	5
	2019	8	0	5	3	9	1
UT	2017	2	0	0	0	2	0
	2018	0	0	2	0	1	1
	2019	1	0	0	0	1	0
VA	2017	1	0	7	2	4	2
	2018	1	0	4	1	4	0
	2019	1	0	4	1	2	2
WV	2017	0	0	1	0	1	0
	2018	0	0	1	0	1	0
	2019	0	0	1	0	0	1
WY	2017	1	0	0	0	1	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Totals	2017	31	0	95	6	91	29
	2018	37	0	93	13	75	42
	2019	53	0	66	13	80	26

**Notes:**

1. All numbers for “Outlets at Start of the Year” in the preceding table are as of the beginning of each fiscal year. All numbers for “Outlets at End of the Year” in the preceding table are as of the end of each fiscal year.
2. For purposes of the above table, “Opened” reflects the total number of company-owned Chick-fil-A Restaurants opened in each state during each fiscal year.
3. For purposes of the above table, “Outlets Reacquired from Franchisees” includes all instances where a Chick-fil-A Restaurant is transferred from an Operator to Chick-fil-A for any reason. These figures include, among other things, all instances where an Operator voluntarily terminates a Franchise Agreement in order to obtain a commitment to be franchised to operate a different Chick-fil-A Restaurant, the Franchise Agreement is terminated by Chick-fil-A, an Operator or by mutual consent, or an Operator otherwise leaves the Chick-fil-A system.

**TABLE NO. 4**

**STATUS OF COMPANY-OWNED OUTLETS  
FOR YEARS 2017 TO 2019**

**CHICK-FIL-A LICENSED UNITS**

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
All States	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Totals	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0

**Note:** Neither Chick-fil-A nor any affiliate opened, reacquired, closed or sold any Chick-fil-A Licensed Units during the 2017, 2018 and 2019 calendar years.

TABLE NO. 5

PROJECTED OPENINGS  
AS OF DECEMBER 31, 2019

CHICK-FIL-A FRANCHISED AND COMPANY-OPERATED RESTAURANTS

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
Alabama	0	1	0
Arkansas	0	1	0
Arizona	1	2	0
California	6	17	0
Connecticut	0	1	0
District of Columbia	0	1	0
Florida	1	12	0
Georgia	0	3	0
Illinois	1	8	0
Indiana	1	3	0
Kansas	1	1	0
Kentucky	1	1	0
Louisiana	0	1	0
Maryland	1	1	0
Massachusetts	0	1	0
Michigan	1	6	0
Minnesota	1	1	0
Nevada	2	5	0
New Jersey	0	4	0
New Mexico	0	1	0
New York	0	3	0
North Carolina	1	5	0
Ohio	1	4	0
Oklahoma	0	3	0
Oregon	2	2	0
Pennsylvania	1	4	0
Tennessee	1	3	0
Texas	2	22	0
Virginia	1	3	0
Washington	1	4	0
West Virginia	1	2	0
Wisconsin	1	1	0
<b>Total</b>	<b>29</b>	<b>127</b>	<b>0</b>

FRANCHISE AGREEMENTS SIGNED BUT OUTLET  
NOT YET OPENED AS OF DECEMBER 31, 2019

State	City	Name (Last, First)	Street Address	Current Business Phone
AZ	Mesa	Ervin, Robert	6707 E. McKellips Rd.	03848@chick-fil-a.com
CA	Arcadia	Zimmerman, Zachary	400 S. Baldwin Ave.	626-254-7470
CA	Canoga Park	Stokes,II, Stephen Craig	8300 Topanga Canyon Blvd.	818-539-1982
CA	El Segundo	Ruiz, Carol	740 N. Pacific Coast Hwy.	310-647-3181
CA	Los Angeles	Cillpam, Jeremiah	1011 N. Western Ave.	323-957-3045
CA	Manteca	Payton, Micah	1405 E. Yosemite Ave.	04047@chick-fil-a.com
CA	West Covina	Hernandez, Daniel	200 S. Vincent Ave.	626-210-2693
FL	Delray Beach	Benitez, Erik	4823 W. Atlantic Ave.	561-908-2720
IL	Norridge	Clinton, Hunter	4512 N. Harlem Ave.	708-925-7447
IN	Jeffersonville	Carrico, Terry	3549 E. 10th St.	812-288-2020
KS	Lenexa	Severns, Andrew	15919 W. 87th Street Pkwy.	04230@chick-fil-a.com
KY	Somerset	Bohanon, Jessica Christen	2400 S. Highway 27	606-252-1232
MD	Cambridge	Albert, Christian	705 Cambridge Marketplace	410-454-0019
MI	Allen Park	Lunsford, Bradley	3355 Fairlane Dr.	313-982-9926
MN	Brooklyn Park	Luffman, Brandon	9751 Xenia Ave. N.	763-315-2939
NC	Wake Forest	Reasoner, Robert	1010 Forestville Rd.	919-554-6995
NV	Las Vegas	Peterson, Ronald	3667 Las Vegas Blvd. S.	702-331-3038
NV	Las Vegas	Donahoo, William Cole	3841 W. Flamingo Rd.	04266@chick-fil-a.com
OH	Sandusky	Baumgartner, David	4661 Milan Rd.	419-626-5319
OR	Bend	Keller, Todd	20508 Robal Ln.	541-249-4940
OR	Medford	Peyton, David Christopher	10 Rossanley Dr.	541-772-0604
PA	Temple	Stone, Jonathan	4205 N. 5th Street Hwy.	610-810-1521
TN	Franklin	Hammontree, Martha Jeanne	203 Lathram Ln.	615-791-8030
TX	Prosper	Williams, Robert Aaron	4420 W. University Dr.	972-433-1012
TX	San Marcos	Sprencel, Jon	1433 N. Interstate 35	04317@chick-fil-a.com
VA	Leesburg	Dollar, Braden	19313 Front St.	571-440-2232
WA	Marysville	Clingen, John	8810 36th Ave. NE	03988@chick-fil-a.com
WI	Delafield	Anderson, Christine	2980 Golf Ct.	04291@chick-fil-a.com
WV	Triadelphia	Diamond, Shawn	110 Cabela Dr.	04199@chick-fil-a.com

**Note:** Chick-fil-A does not intend to open any company-owned Chick-fil-A Restaurants; however, if an Operator has not been selected for a particular location, Chick-fil-A will sometimes open and operate a new Chick-fil-A Restaurant until an Operator has been selected and trained and a Franchise Agreement has been executed for that location.

TABLE NO. 5

PROJECTED OPENINGS  
AS OF DECEMBER 31, 2019

CHICK-FIL-A LICENSED UNITS

State	License Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
Alabama	0	1	0
California	0	2	0
District of Columbia (DC)	2	2	0
Florida	0	3	0
Georgia	0	3	0
Illinois	1	1	0
Kansas	0	1	0
Louisiana	0	2	0
Michigan	0	1	0
Mississippi	0	2	0
North Carolina	0	1	0
Ohio	0	1	0
Pennsylvania	0	3	0
South Carolina	0	2	0
Tennessee	0	2	0
Texas	0	6	0
Virginia	1	1	0
<b>Total</b>	<b>4</b>	<b>34</b>	<b>0</b>

**Note:** Chick-fil-A does not intend to open any company-owned Chick-fil-A Licensed Units.

A list of the names of all Operators and the addresses and telephone numbers of their Chick-fil-A Restaurants as of December 31, 2019 are listed in Exhibit “E” to this Disclosure Document. Chick-fil-A owned and operated restaurants are also included in this list and are identified by the designation “TMP.” Also included in Exhibit “E” is a list of Licensees and the addresses and telephone numbers of their outlets as of December 31, 2019. See Item 1 for description of, and differences between, the franchised Operator-owned Chick-fil-A Restaurants and Licensed Units. A list of the names, city and state, and business telephone number (or, if unknown, the last known telephone number) of every Operator who has had a Chick-fil-A Restaurant business terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Chick-fil-A franchise agreement during fiscal year 2019 and through March 31, 2020 or who has not communicated with us within ten weeks of the issuance date of this Disclosure Document is attached as Exhibit “F.” If you buy this franchise, your contact information may be disclosed to other buyers when you leave the Chick-fil-A franchise system.

If the franchise being offered relates to a franchised Chick-fil-A Restaurant business that is a company or affiliate-owned Chick-fil-A Restaurant unit that was previously a franchised outlet, Chick-fil-A will provide you with a Supplemental Item 20 Disclosure regarding the Chick-fil-A Restaurant unit’s past five years of operation. The Supplemental Item 20 Disclosure will list the name, city and state, and current

business phone number of each previous owner of the Chick-fil-A Restaurant unit during the prior five-year period, the beginning and ending date of each person’s respective ownership of the franchised Chick-fil-A Restaurant business, the reason for each change in ownership, and when Chick-fil-A retained control of the Chick-fil-A Restaurant unit.

During the last three fiscal years, some former Operators have signed provisions restricting their ability to speak openly about their experiences with us. You may want to speak with current and former Operators, but be aware that not all such Operators will be able to communicate with you.

There are no franchisee associations required to be listed in this Disclosure Document.

## **Item 21**

### **FINANCIAL STATEMENTS**

Exhibit “C” to this Disclosure Document includes the audited consolidated financial statements of Chick-fil-A, Inc. and its subsidiaries, which comprise the consolidated balance sheets as of December 31, 2019 and 2018 and the related consolidated statements of comprehensive earnings, of stockholders’ equity and of cash flows for each of the three years (2019, 2018, and 2017) in the period ended December 31, 2019.

## **Item 22**

### **CONTRACTS**

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

EXHIBIT “B” Franchise Agreement

#### Exhibits to Franchise Agreement

EXHIBIT “A”	Lease for Initial Business
EXHIBIT “B”	Chick-fil-A Trademarks
EXHIBIT “C”	Chick-fil-A Menu Offerings
ADDENDUM “1-A”	Additional Business Amendment for Traditional Unit (Sole Proprietorship)
ADDENDUM “1-B”	Additional Business Amendment for Traditional Unit (Business Entity)
ADDENDUM “2-A”	Additional Business Amendment for Satellite (Sole Proprietorship)
	Exhibit “A” – Concession Sublicense Agreement
ADDENDUM “2-B”	Additional Business Amendment for Satellite (Business Entity)
	Exhibit “A” – Concession Sublicense Agreement
ADDENDUM “3-A”	Food Truck License and Sublease Agreement (Sole Proprietorship)
ADDENDUM “3-B”	Food Truck License and Sublease Agreement (Business Entity)

EXHIBIT “B-1”	Assignment and Consent to Assignment Agreement (Corporation)
EXHIBIT “B-2”	Assignment and Consent to Assignment Agreement (Limited Liability Company)
EXHIBIT “D”	Table of Contents of Chick-fil-A Manuals
EXHIBIT “G”	State Specific Addenda and Agreement Amendments



Chick-fil-A's prime leases and ground leases for the various Chick-fil-A Restaurant sites vary substantially from site to site because of the different requirements of landlords and property owners, so there is no model prime lease or ground lease form that will be attached to the Lease that can be said to be a typical prime lease or ground lease by which an Operator will be bound. The same is true for the forms of Concession Agreements for satellite units so that there is no model Concession Agreement form that will be attached to the Concession Sublicense Agreement attached to the forms of Additional Business Amendment for Satellite. In every instance, the Operator will be bound by the terms and conditions of the instruments that affect the subject site.

### **Item 23**

#### **RECEIPTS**

A receipt in duplicate is attached to this Disclosure Document as Exhibit "I." You should sign both copies of the receipt. Keep one copy for your own records and return the other signed copy to Franchisee Selection Team, Chick-fil-A, Inc., 5200 Buffington Road, Atlanta, Georgia 30349-2998.

® All trademarks are the property of their respective owners.

**EXHIBIT "A"**

**LIST OF STATE AGENCIES / REGISTERED AGENTS  
FOR SERVICE OF PROCESS OF CHICK-FIL-A, INC.**

## LIST OF STATE ADMINISTRATORS

<p><b>CALIFORNIA</b>          Department of Business Oversight          320 West Fourth Street, Suite 750          Los Angeles, CA 90013-2344          (213) 576-7505</p>	<p><b>NEW YORK</b>          New York State Department of Law          Bureau of Investor Protection and Securities          28 Liberty Street          New York, New York 10005          (212) 416-8236 Phone          (212) 416-6042 Fax</p>
<p><b>HAWAII</b>          Department of Commerce and Consumer Affairs          Business Registration Division          Securities Compliance Branch          335 Merchant Street, Room 203          Honolulu, HI 96813          (808) 586-2722</p>	<p><b>NORTH DAKOTA</b>          North Dakota Securities Department          600 East Blvd., 5<sup>th</sup> Floor          Bismarck, ND 58505-0510          (701) 328-2910</p>
<p><b>ILLINOIS</b>          Franchise Bureau          Office of Attorney General          500 S. Second Street          Springfield, IL 62706          (217) 782-4465</p>	<p><b>RHODE ISLAND</b>          Division of Business Regulation          Division of Securities          John O. Pastore Complex          1511 Pontiac Avenue, Bldg. 69-1          Cranston, RI 02920          (401) 462-9527</p>
<p><b>INDIANA</b>          Franchise Section          Indiana Securities Division          Secretary of State, Room E-111          302 West Washington Street          Indianapolis, IN 46204          (317) 232-6531</p>	<p><b>SOUTH DAKOTA</b>          Department of Labor and Regulation          Division of Insurance Securities Regulation          124 S Euclid, Suite 104          Pierre, SD 57501          (605) 773-3563</p>
<p><b>MARYLAND</b>          Office of the Attorney General          Securities Division          200 St. Paul Place, 20<sup>th</sup> Floor          Baltimore, MD 21202          (410) 576-6360</p>	<p><b>VIRGINIA</b>          State Corporation Commission          Department of Securities and Retail Franchising          1300 E. Main St., 9<sup>th</sup> Floor          Richmond, VA 23219          (804) 371-9051</p>
<p><b>MICHIGAN</b>          Michigan Attorney General's Office          Consumer Protection Division          Attn: Franchise Section          525 W. Ottawa Street          G. Mennen Williams Building, 1<sup>st</sup> Floor          Lansing, MI 48913          (517) 335-7567</p>	<p><b>WASHINGTON</b>          Department of Financial Institutions          Securities Division          150 Israel Road SW          Tumwater, WA 98501          (360) 902-8760</p>
<p><b>MINNESOTA</b>          Minnesota Department of Commerce          Market Assurance Division          85 7<sup>th</sup> Place East, Suite 280          St. Paul, MN 55101          (651) 539-1500</p>	<p><b>WISCONSIN</b>          Securities and Franchise Registration          Wisconsin Securities Commission          201 West Washington Avenue, Suite 300          Madison, WI 53703          (608) 266-3431</p>

**LIST OF AGENTS FOR SERVICE OF PROCESS**

<p><b>CALIFORNIA</b>          Commissioner of Department of Business Oversight          320 West Fourth Street, Suite 750          Los Angeles, CA 90013-2344          (213) 576-7500</p>	<p><b>NEW YORK</b>          Secretary of State of New York          99 Washington Avenue, 6<sup>th</sup> Floor          Albany, NY 12231-0001          (518) 474-4750</p>
<p><b>HAWAII</b>          Commissioner of Securities          Department of Commerce and Consumer Affairs          Business Registration Division          335 Merchant Street, Room 203          Honolulu, HI 96813          (808) 586-2722</p>	<p><b>NORTH DAKOTA</b>          North Dakota Securities Department          State Capitol, 5<sup>th</sup> Floor          600 East Blvd.          Bismarck, ND 58505-0510          (701) 328-2910</p>
<p><b>ILLINOIS</b>          Illinois Attorney General          500 S. Second Street          Springfield, IL 62706          (217) 782-4465</p>	<p><b>RHODE ISLAND</b>          Division of Business Regulation          Division of Securities          John O. Pastore Complex          1511 Pontiac Avenue, Bldg. 69-1          Cranston, RI 02920          (401) 462-9527</p>
<p><b>INDIANA</b>          Indiana Secretary of State          201 State House          200 West Washington Street          Indianapolis, IN 46204          (317) 232-6531</p>	<p><b>SOUTH DAKOTA</b>          Department of Labor &amp; Regulation          Division of Insurance Securities Regulation          124 S Euclid, Suite 104          Pierre, SD 57501          (605) 773-3563</p>
<p><b>MARYLAND</b>          Maryland Securities Commissioner          Office of Attorney General          200 St. Paul Place          Baltimore, MD 21202          (410) 576-6360</p>	<p><b>VIRGINIA</b>          Clerk of the State Corporation Commission          Tyler Building, 1<sup>st</sup> Floor          1300 E. Main St.          Richmond, VA 23219          (804) 371-9733</p>
<p><b>MICHIGAN</b>          Michigan Department of Commerce          Corporations and Securities Bureau          P.O. Box 30054          6456 Mercantile Way          Lansing, MI 48909          (517) 335-7567</p>	<p><b>WASHINGTON</b>          Director, Department of Financial Institutions          Securities Division          150 Israel Road SW          Tumwater, WA 98501          (360) 902-8760</p>
<p><b>MINNESOTA</b>          Commissioner of Commerce          Minnesota Department of Commerce          85 7<sup>th</sup> Place East, Suite 280          St. Paul, MN 55101          (651) 539-1500</p>	<p><b>WISCONSIN</b>          Commissioner of Securities          Securities and Franchise Registration          201 West Washington Avenue          Suite 300          Madison, WI 53703          (608) 266-3431</p>

**EXHIBIT "B"**

**FRANCHISE AGREEMENT**

**FRANCHISE AGREEMENT**  
(Chick-fil-A Operator)

THIS FRANCHISE AGREEMENT (this "Agreement") is made and shall be effective as of the \_\_\_\_ day of \_\_\_\_\_, by and between CHICK-FIL-A, INC., a Georgia corporation, as franchisor and having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 ("Chick-fil-A"), and its franchisee, \_\_\_\_\_ (the "Operator").

CHICK-FIL-A, INC., a Georgia corporation  
5200 Buffington Road  
Atlanta, Georgia 30349-2998

By: \_\_\_\_\_  
Dan T. Cathy, Chief Executive Officer

\_\_\_\_\_  
Witness

(CORPORATE SEAL)

The "Operator"

\_\_\_\_\_

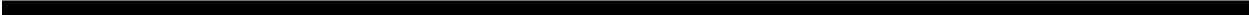
\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

"Initial Business"  
Chick-fil-A at \_\_\_\_\_  
(store name & number)  
address \_\_\_\_\_  
city, state \_\_\_\_\_

Chick-fil-A currently estimates that the Initial Business will be opened (or the Operator's Commencement Date for the Initial Business pursuant to this Agreement will be) approximately \_\_\_\_\_, based on Chick-fil-A's current projections of new openings and the availability of existing restaurant locations. However, Chick-fil-A cannot be certain and does not represent or warrant in any way that the Initial Business actually will be open or available for the Operator to commence the Initial Business on or after such date.

Additional terms and conditions of this Agreement begin on the following page. This Agreement also contains three attached exhibits ("A", "B", "C") that contain additional terms and conditions of this Agreement, and six attached addenda ("1-A", "1-B", "2-A", "2-B", "3-A" and "3-B" that contain sample forms of agreement that may be added to this Agreement.).



**TABLE OF CONTENTS**

COVER PAGE/SIGNATURES ..... 1

1. DEFINITIONS ..... 2

2. TERM AND ADDITIONAL BUSINESS ..... 5

3. INITIAL AND ADDITIONAL FRANCHISE FEES ..... 7

4. BUSINESS OPERATION ..... 7

5. DAMAGE TO SITE, EQUIPMENT OR LEASEHOLD IMPROVEMENTS, PERSONAL INJURY ..... 7

6. CHARGES BILLED TO OR PAID BY CHICK-FIL-A ..... 8

7. INSURANCE ..... 8

8. TYPES OF FOOD TO BE SOLD ..... 9

9. SOURCES OF SUPPLIES ..... 9

10. LIMITATION ON ALTERNATIVES ..... 10

11. PAYMENTS TO CHICK-FIL-A FOR PRODUCTS OR INGREDIENTS PURCHASED BY OPERATOR .. 10

12. STANDARDS OF CLEANLINESS, SANITATION AND BUSINESS CONDUCT ..... 11

13. INSPECTION ..... 12

14. CALCULATION AND PAYMENT OF FEES AND OTHER OPERATOR COSTS AND EXPENSES ..... 13

15. REPORTS AND RECORDS ..... 19

16. TRAINING ..... 21

17. ADVERTISING ..... 21

18. TRADE SECRETS AND CONFIDENTIAL INFORMATION ..... 23

19. USE OF THE MARKS ..... 24

20. COMPETITION ..... 24

21. TRANSFERABILITY OF INTEREST ..... 25

22. REMEDIES ..... 27

23. RESTRICTIONS DEEMED REASONABLE ..... 28

24. TERMINATION ..... 28

25. FRANCHISE RELATIONSHIP ..... 31

26. REPRESENTATIONS AND WARRANTIES ..... 31

27. INDEMNIFICATION ..... 33

28. GENERAL PROVISIONS ..... 33

EXHIBIT “A” LEASE FOR INITIAL BUSINESS

EXHIBIT “B” CHICK-FIL-A TRADEMARKS

EXHIBIT “C” CHICK-FIL-A MENU OFFERINGS

ADDENDUM “1-A” ADDITIONAL BUSINESS AMENDMENT FOR TRADITIONAL UNIT (SOLE PROPRIETORSHIP)

ADDENDUM “1-B” ADDITIONAL BUSINESS AMENDMENT FOR TRADITIONAL UNIT (BUSINESS ENTITY)

ADDENDUM “2-A” ADDITIONAL BUSINESS AMENDMENT FOR SATELLITE (SOLE PROPRIETORSHIP)

ADDENDUM “2-B” ADDITIONAL BUSINESS AMENDMENT FOR SATELLITE (BUSINESS ENTITY)

ADDENDUM “3-A” FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT (SOLE PROPRIETORSHIP)

ADDENDUM “3-B” FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT (BUSINESS ENTITY)

## BACKGROUND

A. Chick-fil-A has developed and operates a restaurant system for, among other things, the marketing and franchising of a branded network of Chick-fil-A restaurants (as defined below, the “System”) and holds the right to authorize the adoption and licensed use of the System by third-parties at franchised Chick-fil-A restaurant businesses.

B. Chick-fil-A desires to license and grant the Operator the rights necessary to own and operate a franchise regarding one or more restaurant businesses under certain valuable trade names, service marks and trademarks, including the trade name “Chick-fil-A,” and the Operator desires to own and operate each such restaurant business pursuant to the franchise granted in this Agreement, all subject to the terms and conditions below.

C. Chick-fil-A’s license and grant to the Operator of the rights necessary to own and operate a franchise pursuant to the terms and conditions below is part of a set of rights being granted by Chick-fil-A to the Operator under this Agreement to operate each such restaurant business pursuant to the franchise granted in this Agreement.

D. The license and rights granted by Chick-fil-A to the Operator to operate each such restaurant business are expressly set forth in this Agreement, including the applicable Operator Lease(s) attached to this Agreement or any Additional Business Amendment as an Exhibit, or the applicable Concession Sublicense Agreement attached to any Additional Business Agreement for a Satellite Unit as an Exhibit, incorporated in and made a part of this Agreement by reference.

## AGREEMENT

In consideration of the above recitals, the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, hereby agree as follows:

### SECTION 1 – DEFINITIONS

1.1 This Section 1.1 sets forth the definition of certain terms used in this Agreement. Other definitions are found elsewhere in this

Agreement. Defined terms may be used in the singular or plural.

(a) **“Additional Business”** means any quick-service food Business, other than the Initial Business, to be operated at the Site set forth on the additional business amendment (the **“Additional Business Amendment”**) the forms of which are attached to this Agreement as Addendum “1-A” (Traditional Unit Sole Proprietorship), Addendum “1-B” (Traditional Unit Business Entity), Addendum “2-A” (Satellite Sole Proprietorship) and Addendum “2-B” (Satellite Business Entity) completed for the particular additional quick-service food Business pursuant to Section 2.6 below;

(b) **“Businesses”** means, collectively, the Initial Business and any Additional Business(es); “Business” means any one of the Businesses;

(c) **“Commencement Date”** with respect to a Business means the date on which the Operator begins the on-site day-to-day operation of the Business and otherwise commences discharging the Operator’s obligations operating such Business pursuant to the terms and conditions of this Agreement;

(d) **“Concession Agreement”** means the written concession agreement between Chick-fil-A and a third party owner or manager of the premises where a “Satellite Unit” (as defined below) is located pursuant to which the owner or manager of the premises grants Chick-fil-A a license to conduct a restaurant business or concession at the premise. If Chick-fil-A offers a license to the Operator to operate an Additional Business as a Satellite Unit, which Chick-fil-A is not obligated to do, Chick-fil-A and the Operator will enter into a written concession sublicense agreement pursuant to which Chick-fil-A sublicenses its rights and privileges under the particular Concession Agreement, and the Operator accepts the sublicense and agrees to faithfully perform Chick-fil-A’s obligations under the Concession Agreement (the **“Concession Sublicense Agreement”**) that governs the Operator’s occupancy of the particular Satellite Unit premises. The Concession Sublicense Agreement is attached as an exhibit to the Additional Business Amendment for the Satellite Unit. To the extent granted to Operator by CFA, the Concession Sublicense Agreement attaches the particular Concession Agreement for the particular Satellite Unit as an exhibit. The Concession Sublicense Agreement and its attached Concession Agreement for any Additional



Business is attached as Exhibit “A” to the applicable Additional Business Amendment for the Satellite Unit in place of the Lease (which is not applicable to the Satellite Unit). To the extent granted to Operator by CFA, the Concession Sublicense Agreement and its attached Concession Agreement is incorporated in and made a part of this Agreement by this reference;

(e) **“Food Trucks”** means, individually and collectively, all custom food trucks, including equipment, furnishing and fixtures in and on the food truck authorized to be used to produce, hold and/or sell a limited menu of Products, now or hereafter operated under the Trade Name (as defined below) which are part of the System. If Chick-fil-A offers to the Operator a license to operate a Food Truck, which Chick-fil-A is not obligated to do, Chick-fil-A and the Operator will enter into a written license agreement pursuant to which Chick-fil-A licenses the operation of the Food Truck, and the Operator accepts the license and agrees to faithfully perform the Operator’s obligations with regard to the Food Truck, (the **“Food Truck License and Sublease Agreement”**). Any Food Truck licensed by Chick-fil-A to the Operator under this Agreement is an extension and part of the Operator’s Business(es) and not a separate Restaurant or Business. The current forms of the Food Truck License and Sublease Agreement are attached to this Agreement as Addendum “3-A” (Sole Proprietorship) and Addendum “3-B” (Business Entity) and the then-current form to be completed for the particular Food Truck pursuant to Section 2.8 below. To the extent granted to Operator by CFA, the Food Truck License and Sublease Agreement includes provisions providing for Chick-fil-A to sublease the right to use and occupy the Food Truck to Operator if Chick-fil-A leases the Food Truck from a third party and grants a sublease to the Operator. The form of the lease between Chick-fil-A and the third party (the **“Food Truck Lease”**) will be attached to the Food Truck License and Sublease Agreement as an exhibit. To the extent granted to Operator by CFA, the Food Truck License and Sublease Agreement and its attached Food Truck Lease is incorporated in and made a part of this Agreement by this reference;

(f) **“Guidelines”** means the operations manuals, quality requirement manuals, the training manuals and all of the confidential policies, manuals, memos, plans, operating standards, programs, guidelines and aids prepared by Chick-fil-A and delivered or otherwise made available to the Operator from time to time for or in connection with the Business, in paper, electronic or any other format, as

such may be amended, changed, replaced or modified from time to time by Chick-fil-A (collectively, the **“Manuals”**), with the terms Guidelines, operations manuals, quality requirement manuals, training manuals and Manuals referring at all times to the most current and up-to-date master copy of all such confidential policies, manuals, memos, plans, operating standards, programs, guidelines and aids maintained by Chick-fil-A at its principal place of business;

(g) **“Ingredients”** means and include each and every ingredient, mix, spice, cooking aid, wrapping, food and beverage container and all other items of any kind or nature necessary or optional for preparing the Products and making same ready for sale to or use by customers of Restaurants;

(h) **“Initial Business”** means that certain quick-service food Business to be operated at the address listed on the cover page of this Agreement;

(i) **“Intellectual Property”** means collectively (i) registered and unregistered copyrights, copyright registrations and applications, (ii) Marks (as defined below), Trade Name (as defined below), and other registered and unregistered trademarks and service marks, trademark and service mark registrations and applications, trade dress, moral rights, and any other rights to any form or medium of expression, (iii) Methods (as defined below), privacy rights, and any other protection for confidential information or ideas, (iv) inventions, patents and patent applications (v) any other material, information or theories which are protectable or registrable under common law or any of the copyright, trademark, patent, trade secret, confidentiality, publicity rights, or other similar laws of any state and the United States, and (vi) any other similar rights or interests, recognized by applicable law;

(j) **“Lease”** means the written Operator’s lease between Chick-fil-A and the Operator pursuant to which Chick-fil-A grants the Operator the right to possess the Site for the particular Business; the Lease for the Initial Business is attached to this Agreement as Exhibit “A”, and incorporated in and made a part of this Agreement by this reference; the Lease for any Additional Business is attached as Exhibit “A” to the applicable Additional Business Amendment and incorporated in and made a part of this Agreement by this reference. In the case of an Additional Business under this Agreement that is a

Satellite Unit: (i) Exhibit “A” attached to the Additional Business Amendment for a Satellite Unit shall be the Concession Sublicense Agreement and its attached Concession Agreement, and not the Lease; and (ii) unless otherwise specified, any references to the “Lease” in this Agreement shall include such Concession Sublicense Agreement and its attached Concession Agreement in substitution for the Lease as Exhibit “A” attached to the Additional Business Amendment for the Satellite Unit;

(k) **“Marks”** means the trademarks and service marks shown on Exhibit “B,” which is attached to this Agreement and made a part hereof by this reference, together with the Trade Name and any and all other trademarks, service marks, trade names, designs, signs, emblems, insignia, symbols or slogans, and combinations of the foregoing that Chick-fil-A’s affiliate, CFA Properties, Inc. (“CFA Properties”) has licensed to Chick-fil-A for its own use and to sublicense others to use and which are now or hereafter used by Chick-fil-A in connection with its System, the Products, the Ingredients or the Methods (as each is defined in this Section 1.1);

(l) **“Methods”** means those certain enumerated recipes, formulas, procedures and methods of preparation developed, designed, owned or licensed by Chick-fil-A for preparing the Products, as such are set out in the Manuals and in accordance with the Guidelines, or have been or will otherwise be communicated to the Operator and other franchisees of Restaurants;

(m) **“Minimum Standards”** means those certain levels and specifications of product quality, cleanliness, sanitation, operation and all other aspects of Restaurant operations as would be achieved by a Restaurant that was operated with strict adherence to, and in every respect in conformance with, the Guidelines, the Methods, and all other operating standards, policies and programs established by Chick-fil-A for the uniform operation of Restaurants within the System;

(n) **“Operator-Owner”** means the assigning Operator who, as the original signatory to this Agreement in his or her individual capacity as the approved Operator hereunder, and after obtaining all required approvals and consents under this Agreement, transfers and assigns his or her interest in this Agreement and the Businesses for their remaining respective Agreed Terms to an entity formed by the

Operator-Owner for his or her convenience of ownership pursuant to the terms and conditions of an Assignment and Consent to Assignment (as defined below);

(o) **“Products”** means and include all those present and future items of food and drink and all non-food inventory intended for sale to or use by customers in Restaurants or otherwise associated with the Marks, including without limitation those on the most current list or menu of all such items and inventory published by Chick-fil-A and distributed to the Operator and franchisees of other Restaurants, the most current of which as of the date hereof being attached to this Agreement as Exhibit “C” and made a part hereof by this reference;

(p) **“Restaurants”** means, individually and collectively, all quick-service food businesses, including the Businesses, now or hereafter operated under the Trade Name which are part of the System;

(q) **“Satellite Units”** means, individually and collectively, quick-service restaurant or concession businesses, including any applicable Businesses under this Agreement, now or hereafter operated under the Trade Name which are part of the System located at non-traditional locations that Chick-fil-A has access to directly with the owners or managers of the location premises. Satellite Units are generally located in office buildings, big-box stores, downtown areas, schools, universities, sports stadiums, theme parks and other similar captive audience locations. Satellite Units may feature and serve only a limited number of menu items, may be seasonal or open limited hours and are currently offered to franchised Operators to establish only as an Additional Business location in connection with an existing Business;

(r) **“Site”** with respect to a particular Business means the premises where the Operator is licensed by this Agreement, including any Lease (or Concession Sublicense Agreement for a Satellite Unit) to operate the Business, with such premises (for a non-Satellite Unit) to be either: (i) owned by Chick-fil-A; (ii) leased by Chick-fil-A pursuant to a prime lease (a “Prime Lease”); or (iii) leased by Chick-fil-A pursuant to a ground lease (a “Ground Lease”), with Chick-fil-A owning the building located on the premises subject to the Ground Lease. A Site for a Satellite Unit will be owned or managed by a third party and the right to occupy the Site and operate the Business will be granted pursuant to the Concession Agreement. The

parties shall attach any Prime Lease or Ground Lease applicable to the Site of a particular Business to the applicable Operator's Lease for the particular Business or, as applicable, any Concession Agreement applicable to the Site for a Business that is a Satellite Unit to the Concession Sublicense Agreement. "Sites" means more than one Site;

(s) **"System"** means the comprehensive restaurant system developed and operated by Chick-fil-A for the on-going conceptualization, development, operation, marketing and franchising of a branded network of Chick-fil-A Restaurants which have been selected and developed by Chick-fil-A for the sale of the Products, and includes proprietary rights in the Intellectual Property, designs and color schemes for restaurant buildings and build-outs, signs, equipment layouts, methods of Product and Ingredient sourcing and supply, inventory and operation, and the Guidelines, the Methods, and other operating standards, policies and programs, including without limitation the Manuals, established by Chick-fil-A from time to time for the uniform operation of Chick-fil-A Restaurants within the System; and

(t) **"Trade Name"** means the trade name "Chick-fil-A."

Capitalized terms defined and used in this Agreement shall have the meanings ascribed to them in this Agreement. Capitalized terms used but not defined in this Agreement and defined in the Lease applicable to such Business shall have the meanings ascribed to them in such Lease. Capitalized terms used but not defined in this Agreement and defined in the Concession Sublicense Agreement including its attached Concession Agreement applicable to such Business shall have the meanings ascribed to them in such Concession Sublicense Agreement including its attached Concession Agreement.

1.2 Chick-fil-A and the Operator incorporate into this Agreement the recitals set forth above under the heading "Background" as if set forth here in full.

## **SECTION 2 – TERM AND ADDITIONAL BUSINESSES**

2.1 Subject to Section 2.2 below and unless sooner terminated in accordance with Section 24:

(a) the initial term of this Agreement with respect to the Initial Business shall begin on the date hereof and shall end on the thirty-first (31st) day of December of the year hereof; and

(b) the initial term of this Agreement with respect to an Additional Business shall begin on the date set forth on the applicable Additional Business Amendment and shall end on the thirty-first (31st) day of December of the same year.

Such initial term with respect to a Business, together with any and all extensions thereof pursuant to this Agreement, is sometimes referred to in this Agreement as the "Agreed Term" of such Business.

2.2 The Agreed Term, with respect to any Business being operated by the Operator at the end of such Agreed Term, shall be automatically extended, and this Agreement with respect to each such Business, thereby automatically renewed, for successive additional periods of one (1) year, unless written notice of intent not to renew is given by either party to this Agreement to the other at least thirty (30) days prior to the end of such Agreed Term.

2.3 Notwithstanding anything to the contrary contained in this Agreement, Chick-fil-A, in the exercise of its sole and exclusive business judgment, may not renew this Agreement as to one or more or all of the Businesses upon giving written notice to the Operator at least thirty (30) days prior to the end of such Agreed Term, without any further obligation or liability to the Operator, if any one or more of the following events or circumstances should occur with respect to the Operator or any one or more of the Businesses: (i) the Operator has been placed on notice of the existence of a material default under this Agreement, and the default remains uncured at the end of such calendar year; (ii) the Operator has been placed on written notice during such calendar year of the existence of a dispute regarding revenues or payments (including, without limitation, as to fees, charges, expenses, draws, disbursements or distributions), and the dispute remains unresolved at the end of such calendar year; (iii) there has been an unauthorized transfer or attempt at transfer as defined or otherwise prohibited under this Agreement; (iv) the Operator (or, as applicable, the Operator-Owner) has failed or been unable during such calendar year to devote full time and personal best efforts to the operation of the Businesses as required under this Agreement; or (v)

any other event occurs which is grounds for terminating this Agreement pursuant to Section 24.

2.4 Chick-fil-A shall have the right to change the terms and conditions of this Agreement with respect to any such Business upon such a renewal by giving the Operator a written notice of such changed terms and conditions at least forty-five (45) days prior to the end of such Agreed Term, in which case the Operator shall have fifteen (15) days from the date of such notice to decide whether to renew upon the terms offered and to notify Chick-fil-A in writing of the Operator's decision to either renew upon the terms offered or, as applicable, not to renew upon the terms offered. The Operator's failure to provide timely notice to Chick-fil-A of a decision to either renew or not renew upon the changed terms and conditions offered shall be deemed to be an election by the Operator to terminate this Agreement at the end of such Agreed Term.

2.5 Notwithstanding anything in this Agreement to the contrary:

(a) this Agreement with respect to a Business (the Site of which may be further subject to a Prime Lease or Ground Lease under the Lease for the Site in a traditional location or further subject to the Concession Agreement and any Prime Lease or Ground Lease under the Concession Sublicense Agreement for the Site that is a Satellite Unit) shall terminate automatically, without any notice to the Operator upon the expiration or earlier termination of the Lease, or any applicable Prime Lease or Ground Lease or Concession Agreement and any Prime Lease or Ground Lease, as the case may be, for the Site of such Business; and

(b) this Agreement with respect to all of the Businesses then being operated by the Operator shall terminate automatically without any notice to the Operator if and when the Operator (or, as applicable, the Operator-Owner) dies or becomes disabled to the extent that the Operator (or, as applicable, the Operator-Owner) is unable to perform the obligations required hereunder.

2.6 Chick-fil-A from time to time may, but is not obligated to, offer to the Operator a license to operate one or more additional Restaurants. The Site and Agreed Term of such proposed Additional Business shall be set forth on an Additional Business Amendment. Any rental obligations of the Operator

with respect to any Additional Business in a traditional location shall be attached to the Lease for that Additional Business which shall be attached as Exhibit "A" to such Additional Business Amendment for a traditional unit. Any occupancy fees, use or rental obligations, however designated, of the Operator with respect to any Additional Business that is a Satellite Unit shall be contained in the Concession Sublicense Agreement and its attached Concession Agreement for that Additional Business that is a Satellite Unit which shall be attached as Exhibit "A" to the Additional Business Amendment for the Satellite Unit. Any completed Additional Business Amendment, including the Lease or the Concession Sublicense Agreement, as applicable, attached as Exhibit "A" and any of its other exhibits, when executed by the Operator and Chick-fil-A, shall be attached to, be an amendment of and shall constitute a part of this Agreement.

2.7 In the event that the Agreed Term of the Initial Business is terminated by either party to this Agreement or expires for any reason, and the Agreed Term of one or more Additional Businesses remains in effect hereunder, Chick-fil-A shall have the right to designate one of such Additional Businesses as the Initial Business for purposes of either: (i) continuing under this Agreement; or (ii) requiring the Operator to enter into a new Franchise Agreement. The designation shall be made in the exercise of Chick-fil-A's sole and exclusive business judgment.

2.8 Chick-fil-A from time to time may, but is not obligated to, offer to the Operator a license to operate one or more Food Truck(s) as an extension and part of particular Business(es) and not as a separate Restaurant or Business and not as an independent or separate franchise or franchise agreement. The license of any such proposed Food Truck shall be set forth on a Food Truck License and Sublease Agreement. Any applicable Food Truck Lease shall be attached to the Food Truck License and Sublease Agreement. Any fees, use or rental obligations, however designated, of the Operator with respect to any Food Truck shall be contained in this Agreement and the Food Truck License and Sublease Agreement and its attached Food Truck Lease, if applicable. Any completed Food Truck License and Sublease Agreement, including its attached Food Truck Lease, as applicable, when executed by the Operator and Chick-fil-A on Chick-fil-A's then current form, shall be attached to, be an amendment of and shall constitute a part of this Agreement.

### **SECTION 3 – INITIAL AND ADDITIONAL FRANCHISE FEES**

3.1 The Operator shall pay an initial franchise fee with respect to the Initial Business of Ten Thousand and No/100 Dollars (\$10,000.00) (the “Initial Franchise Fee”) upon the execution of this Agreement, which when paid to Chick-fil-A shall be deemed fully earned and non-refundable except as noted in this Agreement. During the Agreed Term for the Initial Business, Five Thousand and No/100 Dollars (\$5,000.00) of the Initial Franchise Fee shall be deemed to be and maintained by Chick-fil-A as an initial payment of working capital for the Business(es) under this Agreement (the “working capital deposit”). The Operator must pay such sum to Chick-fil-A in cash or negotiable instrument upon the Operator’s execution and delivery of this Agreement.

3.2 If Chick-fil-A offers to the Operator a license to operate one or more Additional Businesses under this Agreement pursuant to Section 2.6 hereof, the Operator shall pay an additional franchise fee with respect to each such Additional Business of Five Thousand Dollars and No/100 Dollars (\$5,000.00) (an “Additional Franchise Fee”), which when paid to Chick-fil-A shall be deemed fully earned and non-refundable. The Operator must pay such sum to Chick-fil-A in cash or negotiable instrument upon the Operator’s execution and delivery of the Additional Business Amendment for each such Additional Business.

3.3 If Chick-fil-A offers to the Operator a license to operate a different business as the initial business under a new Franchise Agreement, and this Agreement is terminated as part of the re-franchise process, the working capital deposit portion of the Initial Franchise Fee under this Agreement in the amount of Five Thousand and No/100 Dollars (\$5,000.00) shall be carried over and applied toward the working capital deposit portion of the initial franchise fee payable under the new Franchise Agreement and the Operator shall pay the balance of the initial franchise fee due under the new Franchise Agreement in the manner provided in the new Franchise Agreement.

### **SECTION 4 – BUSINESS OPERATION**

4.1 Subject to the terms and conditions of this Agreement, Chick-fil-A hereby licenses and grants the right to the Operator, and the Operator

hereby accepts the license and grant and agrees, to operate each Business at the Site designated and during the Agreed Term for such Business. Chick-fil-A will deliver each Business to the Operator equipped with the Equipment and Leasehold Improvements (as defined in the Lease or the Concession Sublicense Agreement for the applicable Site) pursuant to the terms and conditions of such Lease or Concession Sublicense Agreement and this Agreement. The Operator shall be responsible for all expenses thereafter incurred in connection with the operation of each Business, except as may otherwise be set forth in this Agreement or mutually agreed upon between Chick-fil-A and the Operator.

4.2 Chick-fil-A hereby licenses and grants to the Operator, and the Operator hereby accepts, the right and limited license to use the Marks and Methods, but only in connection with each Business during its Agreed Term and only in accordance with the terms and conditions of this Agreement.

4.3 The Operator acknowledges that the rights licensed and granted to the Operator in this Agreement are limited and non-exclusive and accordingly that Chick-fil-A and its affiliates may: (i) at any time during the Agreed Term of any Business grant similar licenses to any other person or entity to operate a Restaurant or use the Marks at any place other than the Sites; and (ii) grant a similar license to any other person or entity to operate a Restaurant at any Site effective upon or following the termination of the Operator’s franchise to operate the Business at the Site. This Agreement establishes and defines the Operator’s franchise to operate each Business at the particular Site for such Business and no so-called “exclusive,” “protected” or other territorial rights in the contiguous market area of such Business is hereby granted or inferred. All rights and licenses not expressly granted to the Operator under this Agreement are reserved exclusively by and unto Chick-fil-A.

### **SECTION 5 – DAMAGE TO SITE, EQUIPMENT OR LEASEHOLD IMPROVEMENTS, PERSONAL INJURY**

Any damage to or loss of the Site, the Equipment, the Leasehold Improvements, any other fixtures on or improvements to the Site, or any personal property of any person or entity, caused by any act or omission of the Operator, the Operator’s

employees, agents, contractors, invitees or customers, shall be the sole and exclusive responsibility of the Operator. The Operator shall be solely and exclusively responsible for any and all liability of the Operator and/or Chick-fil-A for personal injury, damage or loss caused by or resulting from any act or omission of the Operator, the Operator's employees, agents, contractors, invitees or customers. This Section 5 is not intended to and does not convey any benefits to any third persons or entities.

## **SECTION 6 – CHARGES BILLED TO OR PAID BY CHICK-FIL-A**

If any charge or cost which the Operator is obligated to pay pursuant to this Agreement is initially billed to or paid by Chick-fil-A, Chick-fil-A shall have the right to rebill such charge or cost to the Operator or seek reimbursement, as applicable. If Chick-fil-A rebills any such charge or cost to the Operator, the Operator hereby agrees to pay promptly the rebilled charge or cost directly to the appropriate business, governmental authority or other person or entity. If Chick-fil-A, at its election, pays any such charge or cost on behalf of the Operator, the Operator shall reimburse Chick-fil-A therefor immediately upon the Operator's receipt of Chick-fil-A's notification of having made such payment, in Chick-fil-A's sole and exclusive business judgment, either by issuing Chick-fil-A a check or by acknowledging and, to the extent required, approving Chick-fil-A's adjustments to the amounts owed by Chick-fil-A to the Operator or owed by the Operator to Chick-fil-A and paid pursuant to Section 14 hereof.

## **SECTION 7 – INSURANCE**

7.1 With respect to each Business and Site, the Operator agrees to maintain in full force and effect during that portion of the Agreed Term of such Business following the Commencement Date of such Business, at the Operator's own expense, the following insurance for the Business and the Site:

(a) commercial general liability insurance with minimum limits of liability and other terms determined by Chick-fil-A from time to time to provide adequate coverage for the Business and the Site;

(b) commercial automobile liability insurance with minimum limits of liability and other terms determined by Chick-fil-A from time to time to

provide adequate coverage for the Business and the Site;

(c) excess/umbrella liability insurance with minimum limits of liability and other terms determined by Chick-fil-A from time to time to provide adequate coverage for the Business and the Site

(d) worker's compensation, unemployment compensation, social security and other insurance coverages in such amounts as may now or hereafter be required by any applicable law.

7.2 Chick-fil-A may from time to time offer to the Operator and, to the extent offered and required, the Operator shall participate in programs of insurance designed to satisfy some or all of the Operator's insurance obligations under Section 7.1 above, through some combination of insurance contracts with outside insurance companies or a self-insurance program maintained by Chick-fil-A, all in Chick-fil-A's sole and exclusive business judgment. The Operator will pay for the cost of the Operator's participation in such programs, including without limitation insurance premiums, claim administration expenses and any other costs rebilled or passed through to the Operator by Chick-fil-A from time to time.

7.3 In the event that Chick-fil-A does not offer the Operator an insurance package or program, or the Operator is directed by Chick-fil-A to purchase directly insurance to satisfy some or all of the Operator's insurance obligations hereunder, all such policies of insurance procured by the Operator shall be issued by insurance companies with a rating classification of not less than A- and a financial size category of VII as rated in the most current available "Best's Insurance Reports," and licensed to do business in the state where the Site being insured is located and are otherwise acceptable to or approved by Chick-fil-A. The coverage under the Operator's insurance must and will be primary, and any other insurance available to or carried by Chick-fil-A will be non-contributory or excess. Except for any workers' compensation insurance procured by the Operator, all insurance procured by the Operator shall be endorsed to name Chick-fil-A and such other parties as may be required pursuant to the terms of any Lease, Prime Lease, Ground Lease or Concession Agreement, as additional insured parties entitling each such party to recover under said policies for any loss or damage

occasioned to such party, or its respective servants, agents, employees and contractors, by reason of any negligence of the Operator, the Operator's servants, agents, employees or contractors. Additionally, all such policies procured by the Operator shall comply with the terms and conditions for such policies, if any, established by Chick-fil-A and otherwise contain endorsements providing that such policies may not be materially changed, amended or cancelled with respect to Chick-fil-A, except after thirty (30) days prior written notice from the insurance company to Chick-fil-A. All policies procured by the Operator hereunder shall contain an express waiver of any right to subrogation by the insurance company against Chick-fil-A, whether Chick-fil-A is named as an additional insured or not.

7.4 In the event that Chick-fil-A does not offer the Operator an insurance package, or the Operator is directed by Chick-fil-A to purchase directly insurance to satisfy some or all of the Operator's insurance obligations hereunder, the Operator shall deliver to Chick-fil-A, on or before the day the Operator begins operating a Business, duly executed certificates of insurance with respect to such Business and Site or, if required by Chick-fil-A, original policies, together with reasonably satisfactory evidence of payment of the premiums therefor. The Operator shall deliver similar documentation to Chick-fil-A upon renewals of such policy or policies not less than thirty (30) days prior to the expiration of the term of any coverage thereunder. The minimum limits of insurance coverage the Operator is required to carry under this Agreement shall not limit the Operator's liability under any indemnification hereunder. Chick-fil-A has no duty to confirm the existence of such insurance or to monitor such certificates or original policies.

7.5 Chick-fil-A may from time to time, in its sole and exclusive business judgment, change or modify the minimum insurance requirements provided for hereunder, including without limitation to provide that the Operator purchase and maintain additional, greater or different types and/or levels of insurance with respect to any Business or Site. In determining any required minimum types or levels of insurance or placing any required minimum insurance pursuant to this Agreement, Chick-fil-A makes no representations or warranties that such minimum coverage shall be adequate and assumes no responsibility for premium expenses nor guarantees payment for any losses sustained by the Operator.

7.6 Notwithstanding anything to the contrary in this Agreement, Operator's obligations under this Section 7 shall be in addition to any insurance and indemnity provisions contained in any Lease, Prime Lease, Ground Lease or Concession Agreement. Operator shall comply with all applicable insurance and indemnity provisions, including any minimum insurance requirement that may be higher than the level contained in this Agreement for a particular coverage.

## **SECTION 8 – TYPES OF FOOD TO BE SOLD**

The Operator shall sell in each Business at retail only the Products or such other items of food, drink or otherwise as have been approved by Chick-fil-A in advance of their sale. If the Operator desires to sell other products in or from a Business, the Operator shall request and must receive written consent from Chick-fil-A to sell such products from such Business prior to doing so. Further, the Operator shall in the Operator's preparation of the Products for sale in the Businesses use only the Ingredients and the Methods or such alternative ingredients, mixes, spices, cooking aids, wrappings, food and beverage containers or other items and/or such alternative recipes or methods of preparation as have been approved by Chick-fil-A in advance of their use.

## **SECTION 9 – SOURCES OF SUPPLIES**

9.1 The Operator must purchase and use only Products and Ingredients and, to the extent designated by Chick-fil-A, services, approved by Chick-fil-A and only from suppliers and/or distributors (the "Suppliers") approved by Chick-fil-A in advance of such purchase. In the event that Chick-fil-A determines, in its sole and exclusive business judgment, that any particular Product, Ingredient or designated service offered for sale by or otherwise purchased from any Supplier does not meet or no longer meets Chick-fil-A's Minimum Standards or Guidelines, or that Chick-fil-A's approval of the particular Product, Ingredient, or designated service, or of any Supplier, or the purchase, supply or distribution of any Product, Ingredient or designated service by any Supplier is withdrawn, the Operator shall immediately cease purchasing from the Supplier or, as applicable, cease using or purchasing the Product, Ingredient or designated service from such Supplier.

9.2 The Operator acknowledges and agrees that in order to, among other things, take advantage of marketplace efficiencies and volume pricing, Chick-fil-A has the right to negotiate and enter into System-wide purchase and distribution arrangements with, among others, the Suppliers regarding Products, Ingredients, services and other supplies and items deemed necessary or desirable by Chick-fil-A for operating each Business. Among its Suppliers, Chick-fil-A encourages and has the right to require the Operator to use any such System-wide purchase and distribution programs and/or Suppliers for the Operator's purchases of most Products, Ingredients, services and other supplies and items deemed necessary or desirable by Chick-fil-A for operating each Business. When considering whether to approve any particular supplier or to enter into any particular arrangement, Chick-fil-A shall have the right to consider, among others things, whether the supplier can show, to Chick-fil-A's reasonable satisfaction, the ability to meet Chick-fil-A's then-current standards and specifications, whether the supplier has adequate quality controls and capacity to meet the Chick-fil-A System's needs promptly and reliably, and whether the supplier's approval or the particular supplier arrangement would enable the Chick-fil-A System as a whole, in Chick-fil-A's sole and exclusive business judgment, to take advantage of marketplace efficiencies and volume pricing.

#### **SECTION 10 – LIMITATION ON ALTERNATIVES**

Notwithstanding anything in this Agreement to the contrary, Chick-fil-A reserves the right to be the sole designator of the Suppliers of any Product, Ingredient or service which is, or the preparation of which requires knowledge of, any "Trade Secrets" or any "Confidential Information" (as such terms are defined in Section 18 below). Furthermore, Chick-fil-A shall have no obligation to release any Trade Secrets or Confidential Information to any supplier of a proposed alternative product, ingredient or other item of food, drink, service or otherwise or to any proposed alternative supplier.

#### **SECTION 11 – PAYMENTS TO CHICK-FIL-A FOR PRODUCTS OR INGREDIENTS PURCHASED BY OPERATOR**

11.1 The Operator acknowledges and agrees that among the Products and Ingredients purchased by the Operator from Chick-fil-A or a

Supplier will be Chick-fil-A seasoning and Chick-fil-A seasoned coater, both of which are proprietary and trade secret products of Chick-fil-A used in the preparation of Products to be sold by the Operator to customers. The Operator agrees that Chick-fil-A shall have the right to receive payments for or on account of sales of such seasoning and seasoned coater and, at Chick-fil-A's option, other Products and Ingredients in such manner as Chick-fil-A deems appropriate, including without limitation: (i) from the Operator directly when the Operator purchases the seasoning, seasoned coater or other Product or Ingredient directly from Chick-fil-A or its authorized Suppliers; or (ii) from the person or entity in the supply chain who is the Operator's poultry or other authorized Supplier, or from some other person or entity in the supply chain, when the Operator purchases the chicken product from a Supplier with the seasoning on it, or other Products or Ingredients. Chick-fil-A shall determine the amounts of the payments to be received by Chick-fil-A for the seasoning, seasoned coater and, as applicable, other Products and Ingredients from time to time in its sole and exclusive business judgment. By way of example, but without limiting the foregoing: (i) Chick-fil-A often, but not always, determines the charges for the seasoning by reference to the costs of ingredients or by agreement between Chick-fil-A and the Supplier or other person or entity in the supply chain; and (ii) Chick-fil-A often, but not always, determines the charges for the seasoned coater by a percentage pricing formula applied to Chick-fil-A's costs for the ingredients of the seasoned coater. Chick-fil-A reserves the right to make a profit on any or all such sales of the seasoning, seasoned coater and other Products and Ingredients sold or distributed to the Operator.

11.2 The Operator expressly authorizes Chick-fil-A to develop other Products or Ingredients for which Chick-fil-A will be entitled to receive payments from the Operator or from Suppliers to the Operator in a similar manner as described in Section 11.1 above.

11.3 The Operator agrees to pay all charges and costs for Chick-fil-A seasoning and seasoned coater that may be charged by Chick-fil-A, the Operator's poultry Supplier or any other person or entity in the supply chain in accordance with Sections 11.1 and 11.2 above. Any and all payments to Chick-fil-A, either directly from the Operator or from the Operator's poultry Supplier or any other person or entity in the supply chain, for the seasoning or



seasoned coater, or for any other Products or Ingredients as contemplated in Section 11.1 and 11.2 above, shall belong solely to Chick-fil-A. Such payments are not a part of the Gross Receipts, Operating Profit, Base Profit, Extra Profit, Additional Profit (as defined in Section 14.1 below) or any other form of profit, income or receipt in which the Operator has an interest (except to the extent that they are “ordinary and necessary expenses” as contemplated by Section 14.1(b) below, which defines Operating Profit).

## **SECTION 12 – STANDARDS OF CLEANLINESS, SANITATION AND BUSINESS CONDUCT**

12.1 In order to protect the Marks, the public image of and all the goodwill associated with the Marks and the Chick-fil-A System as a whole, the high quality and uniform consistency of the Products, the sanitation of the Businesses and other mutual interests of the Operator and Chick-fil-A, the Operator covenants and agrees that with respect to each Business, during that portion the Agreed Term for a Business following the Commencement Date for such Business, the Operator shall:

(a) ensure at all times that the Operator’s copies of the Manuals and any other Confidential Information containing or setting forth any Guidelines or Methods (in paper, electronic or any other format) are current and up to date and in conformance with the master copies maintained by Chick-fil-A at its principal place of Business;

(b) open and operate the Business at the Site only on Monday through and including Saturday each week (excluding all Sundays and Christmas Day) during the minimum hours as may be required under the Lease or Concession Sublicense Agreement including its attached Concession Agreement for a Satellite Unit, unless otherwise limited by state or local laws and ordinances, and observe and abide by Chick-fil-A’s Minimum Standards and Guidelines as they may be modified from time to time, in order to protect the public image of and goodwill associated with the Marks and the System;

(c) devote the Operator’s (or, as applicable, the Operator-Owner’s) full time and personal best efforts to operating the Business to attempt to achieve the highest sales and profits possible in a manner consistent with Chick-fil-A’s

operating standards and image in the community in which the Business is located and in the nation as a whole and to diligently developing and personally promoting the reputation and the goodwill of the Business, the Marks and Chick-fil-A, and shall keep free from any involvement, investment or ownership in or with any enterprise or other activity that would be detrimental to, interfere with or create an actual or potential conflict of interest with the Operator’s (or, as applicable, the Operator-Owner’s) exertion of his/her/its full time and personal best efforts to operating the Business (which best efforts requirement shall not apply to ownership of less than five percent (5%) of the shares of a company whose shares are listed and traded on a national or regional securities exchange);

(d) operate the Business in strict conformity with the Guidelines, the Methods and such other methods and standards and specifications as Chick-fil-A may from time to time prescribe in the Manuals or otherwise in writing, which shall include, without limitation, strict compliance at all times with the Minimum Standards for service, cleanliness, sanitation, quality, type and consistency of Products and Ingredients, employee dress, appearance and conduct and all other aspects of the operation of the Business;

(e) exhibit the Trade Name at the Site as the name of the Business, and consistent with the parties’ franchise relationship hereunder, not use or display to the public, in any manner, any other name, trade name or business name that would be contrary to the mutual interests of the Operator and Chick-fil-A;

(f) hire, train, manage and pay such employees and other parties as the Operator desires or needs to assist in operating the Business and performing the Operator’s duties hereunder, which employees shall be the sole and exclusive responsibility of the Operator as the employer of such employees;

(g) pay all applicable federal, state and local taxes of whatsoever kind and nature assessed against or on account of the Business, including without limitation applicable income, sales, employee withholding, and all other taxes, assessments and charges, and make all such payments within the timeframes prescribed by applicable law;

(h)

(i) obey and comply with all laws, ordinances, rules, regulations and orders of governmental authorities applicable to or affecting the occupancy, operation and maintenance of the Business or the Site, including without limitation all applicable federal, state and local health, safety and sanitation laws, ordinances and regulations, wage and hour laws, all laws and regulations relating to the handling, preparation and safety of food and beverage products, occupational hazards and health, and consumer protection, as well as all applicable laws, regulations and industry standards regarding the privacy, security and handling of customer or other confidential personal data and information; and

(ii) obtain and thereafter maintain in full force and effect any and all permits, certificates and licenses necessary for the full, proper and lawful conduct and operation of the Business and, upon the Operator's notice or receipt of any suspension, revocation, cancellation or other loss of any such permits, certificates or licenses, immediately notify Chick-fil-A by telephone and furnish Chick-fil-A with copies by electronic mail of any such notice;

(i) operate the Business and maintain the Site so as always to be rated in the highest available health and safety classification by the appropriate governmental authorities and within two (2) business days of the Operator's notice or receipt thereof or by such other time(s) as Chick-fil-A may designate from time to time, notify Chick-fil-A by telephone and furnish Chick-fil-A with copies by electronic or overnight mail of:

(i) any notice, report or other applicable citation of violation of any law, ordinance, code or regulation relating to health, safety or sanitation at the Business that mandates or otherwise requires corrective action or cure within seven (7) days or less of issuance by the applicable governmental authority if such violation remains uncured forty-eight (48) hours after the Operator's notice or receipt thereof, at which time the Operator shall immediately report the notice to Chick-fil-A by telephone and furnish Chick-fil-A with copies by electronic mail or any such notice; and

(ii) any inspection report, notice of violation, warning, summons, hearing notice, citation, consent decree, evaluation or other notice issued by an applicable governmental authority, including any health department or government

appointed third party, reflecting or otherwise noting deficiencies or non-compliance by the Operator with any applicable law, rule or regulation that results in a certificate or rating for the Business or the Site below the highest applicable rating, or otherwise reflects or notes a failure by the Operator to maintain the highest applicable rating for the Business or the Site;

(j) pay to Chick-fil-A all required payments due under this Agreement and any attached Lease(s) and as applicable Concession Sublicense Agreement(s) for any Satellite Unit(s), including without limitation the payments set forth in Section 14 below, on the dates such payments are due;

(k) pay on a timely basis for all Products, Ingredients and all other food and drink items, cleaning and office supplies, equipment and all other things purchased by the Operator for use in the operation of the Business;

(l) perform all other duties and obligations of the Operator hereunder and comply with all of Chick-fil-A's policies, programs and other requirements set forth in this Agreement or otherwise then in effect; and

(m) refrain from performing any act which would damage or cause harm to the reputation and credit of the Business, the Marks, Chick-fil-A or the System.

12.2 Chick-fil-A, in the exercise of its sole and exclusive business judgment, may from time to time amend, modify or supplement the System and its various components, including without limitation the types of services and Products which may be provided, used or sold, the Equipment, the Marks, and the manner of operation generally. You must comply with all such amendments, modifications and supplements as may be designated or prescribed by Chick-fil-A from time to time, even if those amendments, modifications and supplements require you to incur additional expenditures.

## **SECTION 13 – INSPECTION**

13.1 In order to protect the Marks, the public image of and all goodwill associated with the Marks and the System as a whole, the high quality and uniform consistency of the Products, the cleanliness and sanitation of the Businesses and other interests of Chick-fil-A:

(a) Chick-fil-A, or its designee, shall have the right to inspect any Site at any time during normal Business hours, without notice to the Operator, to ensure that all aspects thereof are in compliance with all Minimum Standards, including, without limitation, quality, cleanliness, sanitation and operation, and that the Operator is otherwise in full compliance with the terms and conditions of this Agreement;

(b) Chick-fil-A may at the time of any such inspection remove from any Site, without charge to itself, samples of any Products or Ingredients for testing by itself or its designee to ensure that such Products or Ingredients comply with all applicable Minimum Standards. The Operator shall bear the expense of such testing if: (i) the tested item was not a Product or Ingredient or had not been approved by Chick-fil-A in advance of the item's sale; (ii) the supplier of the tested item was not a Supplier or had not otherwise been approved by Chick-fil-A in advance of the item's purchase; (iii) the tested item had been prepared or was being prepared in a manner that was not a Method or had not otherwise been approved by Chick-fil-A in advance of the Method's use; or (iv) the tested item is determined not to be in compliance with any applicable Minimum Standard or provision of this Agreement; and

(c) Operator shall, upon notice from Chick-fil-A or its agent that any such inspected Site or tested item fails to conform to a Minimum Standard or any provision of this Agreement, immediately take any and all steps necessary to correct the cited deficiency, including without limitation immediately ceasing the use of any item, recipe or preparation or delivery method identified by Chick-fil-A as the source of the deficiency and substituting in its place a Product, Ingredient or Method, or otherwise immediately correcting any condition at the Site determined or deemed by Chick-fil-A to be unsanitary, unhealthy, unclean and/or otherwise non-compliant with any applicable Minimum Standard or provision of this Agreement.

13.2 Chick-fil-A may assess and impose fines and costs incurred against the Operator for any failure by the Operator to maintain all applicable Minimum Standards or otherwise comply with the terms and conditions hereof, which fines and costs incurred shall be paid to Chick-fil-A by the Operator as Chick-fil-A reasonably requires. Such fines and

costs shall be in addition to any other rights or remedies Chick-fil-A may have.

## **SECTION 14 – CALCULATION AND PAYMENT OF FEES AND OTHER OPERATOR COSTS AND EXPENSES**

PREAMBLE: By way of introduction to this Section 14, but without limiting the legal efficacy of Sections 14.1 through 14.13 in any way whatsoever, this Preamble generally describes the concept behind the calculation and payment mechanism set forth in this Section 14 for the Businesses. Generally, after the Operator pays the Businesses' operating costs and expenses out of the Operator's receipts from the operation of the Businesses, the Operator shall pay fees and make certain disbursements from the Operator's remaining receipts on a monthly basis as follows:

(i) with respect to the Initial Business, the Operator retains or, as applicable, may pay to the Operator-Owner a draw, disbursement or other distribution (as defined below, the "Base Profit") equal to One Thousand and No/100 Dollars (\$1,000.00);

(ii) the Operator pays Chick-fil-A a Base Operating Service Fee (as defined in Section 14.1(e) for each Business which is equal to fifteen percent (15%) of such Business's Gross Receipts (as defined below), minus the sum of any Equipment Rental (as defined in and pursuant to the terms of the applicable Lease for each Site) and any Business Services Fee (as defined below) paid by the Operator to Chick-fil-A for establishing and administering the program described under Section 14.12 below; and

(iii) the Operator pays Chick-fil-A fifty percent (50%) of the remainder of the Operator's net receipts (as provided below).

For purposes of the calculations and payment mechanisms set forth in this Agreement, the Operator shall on a monthly basis retain the Base Profit, and may elect to retain an Extra Profit in any given month with respect to the Initial Business of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) as an advance on future profit. To the extent that the Operator's net receipts do not generate enough funds to cover the Base Profit and any Extra Profit when retained by the Operator and the Aggregate Base Operating Service Fee (as defined below), the Operator's future receipts during that year must be

allocated to cover any existing arrearage of Base Profit, Extra Profit and/or Aggregate Base Operating Service Fee before the Operator can retain any future Additional Profit (as defined below). The precise calculation and payment methods pursuant to which these general goals are implemented are set forth in Sections 14.2 through 14.9 below.

14.1 In addition to all other terms which are defined in this Agreement, the following terms, when used in this Agreement, shall have the following respective meanings:

(a) “Gross Receipts” as to a particular Business for each calendar month during that portion of the Agreed Term of such Business following the Commencement Date of such Business means the Operator’s entire gross receipts with respect to such Business (excluding only sales taxes levied upon retail sales and payable over to the appropriate governmental authority) from all sales at, from or related to the Site of such Business during such calendar month, whether for cash or on a charge, credit or time basis, including but not limited to such sales and services (i) where orders originate and/or are accepted by the Operator at, in or away from the Site of such Business, or (ii) pursuant to telephone, internet, online or other similar orders received or filled at or in such Site;

(b) “Operating Profit” as to a particular Business for each calendar month during that portion of the Agreed Term of such Business following the Commencement Date of such Business means the amount by which Gross Receipts for such Business exceeds the ordinary and necessary expenses paid and incurred by the Operator during such calendar month in operating such Business; the term “ordinary and necessary expenses” shall have such meaning as Chick-fil-A reasonably determines from time to time; by way of example and without limitation such term shall not include the following items:

(i) any amount the Operator paid to himself or, as applicable, paid to the Operator-Owner as compensation for services or as a draw, disbursement or other distribution;

(ii) any salary, draw, disbursement or other distribution paid to any member of the Operator’s or, as applicable, the Operator-Owner’s family, to the extent such amount is in excess of the amount of salary which would customarily be

paid to an unrelated employee performing similar work or services; and

(iii) the “Base Operating Service Fee” and “Additional Operating Service Fee” (as defined below);

(c) “Aggregate Operating Profit” for a calendar month means the sum of the Operating Profit for such month of all Businesses operated by the Operator;

(d) “Base Profit” for each calendar month during that portion of the Agreed Term of the Initial Business following the Commencement Date for such Initial Business means the One Thousand and No/100 Dollars (\$1,000.00) retained by the Operator or, as applicable, paid by the Operator to the Operator-Owner as a draw, disbursement or other distribution. For purposes of the calculation and payment mechanisms set forth in this Agreement, the Operator shall not have the right to retain a Base Profit with respect to any Additional Business;

(e) “Base Operating Service Fee” as to a particular Business for each calendar month during that portion of the Agreed Term of such Business following the Commencement Date of such Business means the amount by which fifteen percent (15%) of the Gross Receipts for such Business for such calendar month exceeds the Equipment Rental and the Business Services Fee for such Business payable by the Operator to Chick-fil-A for such calendar month;

(f) “Aggregate Base Operating Service Fee” for a calendar month means the sum of the Base Operating Service Fee for such month of all Businesses operated by the Operator;

(g) “Net Profit for Initial Business” of the Initial Business for each calendar month during that portion of the Agreed Term of the Initial Business following the Commencement Date of the Initial Business means the difference between: (i) the Operating Profit for such calendar month; and (ii) the sum of: [A] the Base Operating Service Fee for such calendar month; [B] the Base Profit for such calendar month; [C] the Base Profit Offsets (as defined below) at the effective date of computation; and [D] the Service Fee Offsets (as defined below) at the effective date of computation;

(h) “Net Profit for Additional Business” for a particular Additional Business for each calendar

month during that portion of the Agreed Term for such Additional Business following the Commencement Date for such Additional Business means the difference between: (i) the Operating Profit for such Additional Business for such calendar month and (ii) the Base Operating Service Fee for such Additional Business for such calendar month;

(i) “Aggregate Net Profit” for a calendar month means the Net Profit for Initial Business for such month plus the sum of the Net Profit for Additional Business for such month of all Additional Businesses operated by the Operator;

(j) “Additional Operating Service Fee” as to a particular Business for each calendar month of that portion of the Agreed Term of such Business following the Commencement Date of such Business means (i) in the case of the Initial Business, fifty percent (50%) of the Net Profit for Initial Business for such calendar month or (ii) in the case of an Additional Business, fifty percent (50%) of the Net Profit for Additional Business for such calendar month, which is payable by the Operator to Chick-fil-A;

(k) “Aggregate Additional Operating Service Fee” for a calendar month means the sum of the Additional Operating Service Fee for such month of all Businesses operated by the Operator;

(l) “Additional Profit” as to a particular Business for each calendar month of that portion of the Agreed Term of such Business following the Commencement Date of such Business means (i) in the case of the Initial Business, fifty percent (50%) of the Net Profit for Initial Business for such calendar month or (ii) in the case of an Additional Business, fifty percent (50%) of the Net Profit for Additional Business for such calendar month, which is retained by the Operator;

(m) “Aggregate Additional Profit” for a calendar month means the sum of the Additional Profit for such month of all Businesses operated by the Operator;

(n) “Extra Profit” for each calendar month during that portion of the Agreed Term of the Initial Business following the Commencement Date of such Initial Business means any advance on Additional Profit in the maximum amount of One Thousand Five Hundred and No/100 Dollars (\$1,500.00). For purposes of the calculation and payment mechanisms set forth in this Agreement, the

Operator shall not have the right to retain an Extra Profit with respect to any Additional Business;

(o) “Base Profit Offsets” is a floating amount that is zero (-0-) at the Commencement Date of the Initial Business and at the beginning of each calendar year thereafter during such time as the Agreed Term of any Business remains in effect hereunder and is: (i) increased from time to time during each such calendar year by the amount of all Base Profit retained by the Operator but not covered by Aggregate Operating Profit; and (ii) decreased from time to time during each such calendar year when and to the extent subsequent Aggregate Operating Profit is sufficient to cover such Base Profit; all as set forth in Sections 14.3 through 14.9 below;

(p) “Service Fee Offsets” is a floating amount that is zero (-0-) at the Commencement Date of the Initial Business and at the beginning of each calendar year thereafter during such time as the Agreed Term of any Business remains in effect hereunder and is (i) increased from time to time during each such calendar year by the amount of all Base Operating Service Fees that the Operator does not pay to Chick-fil-A, and (ii) decreased from time to time during each such calendar year when and to the extent that the Operator pays such previously unpaid Base Operating Service Fees to Chick-fil-A; all as set forth in Sections 14.3 through 14.9 below; and

(q) “Extra Offsets” is a floating amount that is zero (-0-) at the Commencement Date of the Initial Business and at the beginning of each calendar year thereafter during such time as the Agreed Term of any Business remains in effect hereunder and is: (i) increased from time to time during each such calendar year by the amount of all Extra Profit retained by the Operator but not covered by the Aggregate Additional Profit; and (ii) decreased from time to time during each such calendar year when and to the extent subsequent Aggregate Additional Profit is sufficient to cover such Extra Profit; all as set forth in Sections 14.3 through 14.9 below.

14.2 As set forth in and subject to Sections 14.3 through 14.10 below, the Operator shall pay Chick-fil-A, at Atlanta, Georgia, from the Aggregate Operating Profit of the Businesses for each calendar month the sum of the Aggregate Base Operating Service Fee and the Aggregate Additional Operating Service Fee for such calendar month, and shall retain for himself an amount equal to the sum of the Base

Profit for such calendar month, any Extra Profit for such calendar month and any Aggregate Additional Profit in excess of Extra Profit for such calendar month, less any Extra Offsets (not to exceed the Aggregate Additional Profit for such calendar month).

14.3 If the Aggregate Operating Profit for such calendar month is greater than or equal to the sum of: [A] the Base Profit; [B] the Aggregate Base Operating Service Fee for such calendar month; [C] two times the Extra Profit; [D] two times the Extra Offsets; [E] the Base Profit Offsets; and [F] the Service Fee Offsets; then:

(a) the Operator shall have the right for purposes of the calculation and payment mechanisms set forth in this Agreement to retain:

(i) the Base Profit; and  
(ii) the amount by which: [A] the Aggregate Additional Profit for such calendar month; exceeds [B] the Extra Offsets;

(b) the Operator shall pay to Chick-fil-A:

(i) the Aggregate Base Operating Service Fee for such calendar month; and  
(ii) the Aggregate Additional Operating Service Fee for such calendar month; and  
(iii) the Service Fee Offsets;

(c) the Base Profit Offsets, the Extra Offsets and the Service Fee Offsets shall each be reduced to zero (-0-).

14.4 If the Aggregate Operating Profit for such calendar month is less than the sum described in the heading of Section 14.3 above but is greater than or equal to the sum of: [A] the Base Profit; [B] the Aggregate Base Operating Service Fee for such calendar month; [C] two times the Extra Profit; [D] the Base Profit Offsets; and [E] the Service Fee Offsets; then:

(a) the Operator shall have the right to retain for purposes of the calculation and payment mechanisms set forth in this Agreement:

(i) the Base Profit; and  
(ii) the Extra Profit;

(b) the Operator shall pay to Chick-fil-A:  
(i) the Aggregate Base Operating Service Fee for such calendar month;

(ii) the Aggregate Additional Operating Service Fee for such calendar month; and

(iii) the Service Fee Offsets;

(c) the Base Profit Offsets and the Service Fee Offsets shall be reduced to zero (-0-); and

(d) the Extra Offsets shall be reduced by the amount by which: (i) the Aggregate Additional Profit for such calendar month; exceeds (ii) the Extra Profit.

14.5 If the Aggregate Operating Profit for such calendar month is less than the sum described in the heading of Section 14.4 above but is greater than or equal to the sum of: [A] the Base Profit; [B] the Aggregate Base Operating Service Fee for such calendar month; [C] the Base Profit Offsets; and [D] the Service Fee Offsets; then:

(a) the Operator shall have the right for purposes of the calculation and payment mechanisms set forth in this Agreement to retain:

(i) the Base Profit; and  
(ii) the Extra Profit, with the portion of the Extra Profit equal to the amount by which: [A] the Extra Profit; exceeds [B] the Aggregate Additional Profit for such calendar month, and thereby increasing the Extra Offsets as provided in 14.5(d) below;

(b) the Operator shall pay to Chick-fil-A:

(i) the Aggregate Base Operating Service Fee for such calendar month;

(ii) the Aggregate Additional Operating Service Fee for such calendar month; and

(iii) the Service Fee Offsets;

(c) the Base Profit Offsets and the Service Fee Offsets shall be reduced to zero (-0-); and

(d) the Extra Offsets shall be increased by the amount by which: (i) the Extra Profit; exceeds (ii) the Aggregate Additional Profit for such calendar month.

14.6 If the Aggregate Operating Profit for such calendar month is less than the sum described in the heading of Section 14.5 above but is greater than or equal to the sum of: [A] the Base Profit; [B] the Aggregate Base Operating Service Fee for such calendar month; and [C] the Base Profit Offsets; then:

(a) the Operator shall have the right for purposes of the calculation and payment mechanisms set forth in this Agreement to retain:

(i) the Base Profit; and

(ii) the Extra Profit, with the portion of the Extra Profit equal to the amount by which: [A] the Extra Profit; exceeds [B] the Aggregate Additional Profit for such calendar month, and thereby increasing the Extra Profit Offsets as provided in 14.6(e) below;

(b) the Operator shall pay to Chick-fil-A:

(i) the Aggregate Base Operating Service Fee for such calendar month; and

(ii) an amount equal to the amount by which: [A] the Aggregate Operating Profit; exceeds [B] the sum of the Base Profit, the Aggregate Base Operating Service Fee and the Base Profit Offsets;

(c) the Base Profit Offsets shall be reduced to zero (-0-);

(d) the Service Fee Offsets shall be reduced by the amount described in Section 14.6(b)(ii) above; and

(e) the Extra Offsets shall be increased by the amount by which: (i) the Extra Profit; exceeds (ii) the Aggregate Additional Profit for such calendar month.

14.7 If the Aggregate Operating Profit for such calendar month is less than the sum described in the heading of Section 14.6 but is greater than or equal to the sum of: [A] the Base Profit; and [B] the Aggregate Base Operating Service Fee for such calendar month; then:

(a) the Operator shall have the right for purposes of the calculation and payment mechanisms set forth in this Agreement to:

(i) retain the Base Profit; and

(ii) take the Extra Profit, thereby increasing the Extra Offsets as set forth in 14.7(e) below;

(b) the Operator shall pay to Chick-fil-A the sum of: (i) the Aggregate Base Operating Service Fee for such calendar month; and (ii) the amount by which: [A] the Aggregate Operating Profit for such calendar month; exceeds [B] the sum of the Base Profit and the Aggregate Base Operating Service Fee for such calendar month;

(c) to the extent of the amount described in Section 14.7(b)(ii) above, the Base Profit Offsets, if any, shall be reduced;

(d) the Service Fee Offsets shall remain unchanged; and

(e) the Extra Offsets shall be increased by the Extra Profit.

14.8 If the Aggregate Operating Profit for such calendar month is less than the sum described in the heading of Section 14.7 above but is greater than or equal to the Base Profit; then:

(a) the Operator shall have the right for purposes of the calculation and payment mechanisms set forth in this Agreement to:

(i) retain the Base Profit; and

(ii) take the Extra Profit, thereby increasing the Extra Offset as set forth in 14.8(c) below;

(b) the Operator shall pay to Chick-fil-A the amount by which: (i) the Aggregate Operating Profit for such calendar month; exceeds (ii) the Base Profit;

(c) the Extra Offsets shall be increased by the Extra Profit;

(d) the Service Fee Offsets shall be increased by the amount by which: (i) the Aggregate Base Operating Service Fee; exceeds (ii) the amount described in Section 14.8(b) above; and

(e) the Base Profit Offsets shall remain unchanged.

14.9 If the Aggregate Operating Profit for such calendar month is less than the Base Profit; then:

(a) the Operator shall have the right for purposes of the calculation and payment mechanisms set forth in this Agreement to:

(i) retain the Base Profit, with that portion of the Base Profit in excess of the Aggregate Operating Profit for such calendar month being taken by the Operator from the account(s) described in Section 14.12 below, thereby increasing the Base Profit Offsets as provided in 14.9(e) below; and

(ii) take the Extra Profit from the funds of Chick-fil-A, thereby increasing the Extra Offsets as set forth in 14.9(c) below;

(b) the Operator shall pay Chick-fil-A nothing;

(c) the Extra Offsets shall be increased by the Extra Profit;

(d) the Service Fee Offsets shall be increased by the Aggregate Base Operating Service Fee; and

(e) the Base Profit Offsets shall be increased by the amount by which: [A] the Base Profit; exceeds [B] the Aggregate Operating Profit for such calendar month.

14.10 The Operator agrees to pay to Chick-fil-A when due all required payments under this Agreement and any attached Lease(s) and as applicable Concession Sublicense Agreement(s) for any Satellite Unit(s), including without limitation the payments set forth in this Section 14.

(a) Pursuant to this Agreement and any then current policies that Chick-fil-A may establish from time to time, Chick-fil-A may, at the end of any calendar year during such time as the Agreed Term of any Business remains in effect hereunder, reduce the Base Operating Service Fee for such calendar year by the amount that the Extra Profit retained by the Operator for such year exceeds and is not covered by the Aggregate Additional Profit as of the end of such applicable calendar year.

(b) The amount of any draws, disbursements, payments or other distributions taken or otherwise received by the Operator (or, as

applicable, the Operator-Owner) that constitute excess distributions or other payments retained by the Operator (or, as applicable, the Operator-Owner) not authorized hereunder shall be deemed an overdrawn balance under this Agreement (collectively "Overdrawn Balance"). Pursuant to this Agreement and any then current policies that Chick-fil-A may establish from time to time, the Operator shall upon demand by Chick-fil-A at the end of any calendar month or calendar year during such time as the Agreed Term of any Business remains in effect also pay to Chick-fil-A as required payments under this Agreement the amount of any and all then existing Overdrawn Balance that is not covered by the Aggregate Additional Profit as of the end of such applicable calendar month and/or calendar year.

14.11 All payments to be made by the Operator to Chick-fil-A for any calendar month hereunder shall accrue on a daily basis and shall be due and payable at Atlanta, Georgia at such time and in such manner (including without limitation on a daily basis during the month of accrual through interbank transfers) determined by Chick-fil-A pursuant to Section 14.12 below. In the event that the Operator is past due on the payment of any amount due Chick-fil-A under this Agreement, including without limitation Base Operating Service Fees, Additional Operating Service Fees, rental amounts and accrued interest or on account of any Overdrawn Balance, Chick-fil-A shall have the right at its option to require the Operator, to the extent permitted by law, to pay interest on any such past due amount for the period beginning with the original due date for payment to the date of actual payment at an annual rate equal to the highest rate allowed by law or, if there is no maximum rate permitted by law, then a rate equal to one and one-quarter percent (1.25%) per month. Such interest will be calculated on the basis of monthly compounding and the actual number of days elapsed divided by 365. Such interest shall be in addition to any other rights or remedies Chick-fil-A may have under this Agreement.

14.12 The Operator hereby appoints Chick-fil-A as its agent to establish and administer a program for collecting and accounting for the Operator's Gross Receipts, and facilitating the Operator's payment of the Rent, any Equipment Rental and any other payments or charges due pursuant to the Lease or any Concession Sublicense Agreement for each Site, or pursuant to any Food Truck License and Sublease Agreement, insurance premiums pursuant to Section 7 above, Advertising Contributions, any fees or charges



pursuant to Section 14.13 below, and other amounts owed to Chick-fil-A and/or Suppliers by the Operator, in such a manner as Chick-fil-A reasonably deems necessary or appropriate from time to time to accomplish the calculations and the payments and retentions described in this Section 14. The Operator agrees to take such actions as Chick-fil-A reasonably requires in fulfilling its obligations pursuant to the previous sentence, including without limitation establishing and/or terminating a local bank account (with allowance for funds to be transferred therefrom by Chick-fil-A through an approved third-party bank or other financial institution), transmitting to Chick-fil-A financial and other information, preparing and delivering financial and other reports and writing checks, all as may be reasonably required by Chick-fil-A from time to time during the Agreed Terms of the Businesses. Chick-fil-A may assess reasonable fines and costs against the Operator for failing to comply with such requirements, which fines and costs shall be paid to Chick-fil-A by the Operator. Such fines and costs shall be in addition to any other rights or remedies Chick-fil-A may have. The Operator acknowledges and agrees that Chick-fil-A may maintain the Operator's funds in segregated, group and/or general bank account(s) that include the Operator's funds, other franchisees' funds and/or Chick-fil-A's funds, and may disburse such funds, subject to the terms hereof to the extent that such funds belong to the Operator, in Chick-fil-A's sole and exclusive business judgment. The Operator may also disburse the Operator's funds from such bank account(s), subject to the terms hereof to the extent such funds belong to the Operator and only to the extent that such disbursement is otherwise expressly authorized in this Agreement. Chick-fil-A may use such funds at its election from time to time prior to the Operator's funds being disbursed pursuant to the terms hereof, and if and only to the extent that Chick-fil-A does so, Chick-fil-A will pay interest on such used funds for the time period of such use at an interest rate and using an allocation method as determined by Chick-fil-A in its sole and exclusive business judgment from time to time; provided, however, that such interest rate for any applicable period shall not be less than the applicable Prime Rate as published in the Wall Street Journal for the same time period (the "Applicable Prime Rate") and shall not be greater than the Applicable Prime Rate plus one percent. Any such bank account(s) established or maintained by Chick-fil-A are not trust funds or trust accounts. No fiduciary or implied duties, relationships or covenants exist

between Chick-fil-A and the Operator arising out of or relating to this Agreement, the program, the account(s), the funds or their respective administration. Except as expressly set forth above in this Section 14.12, the Operator acknowledges and agrees that Chick-fil-A only, and not the Operator, is entitled to receive the earnings credits, interest and/or any other banking benefits, if any, earned, awarded or elected from time to time on such account(s) and the funds in such account(s) as determined by Chick-fil-A in its sole and exclusive business judgment from time to time.

14.13 As it deems appropriate from time to time, Chick-fil-A may offer to the Operator, directly or indirectly through an approved Supplier, and the Operator shall utilize to the extent offered, other business services designed to complement Chick-fil-A's services pursuant to Section 14.12 above and to support, in whole or in part, the Operator's other accounting and business services needs. To the extent offered directly, Chick-fil-A shall have the right to charge and the Operator shall pay a fee in an amount to be determined by Chick-fil-A from time-to-time for such other business services ("Business Services Fee"). To the extent offered indirectly through a Supplier, the Operator will pay for the cost and expense of the Operator's use of such other business services, including without limitation any costs rebilled or passed through to the Operator by Chick-fil-A.

14.14 As set forth in Section 28.3 below, no failure by either party to this Agreement, at any time, or from time to time, to enforce the strict keeping and performance of the terms and conditions of this Section 14, nor any action or course of dealing by either party not consistent with the terms or conditions of this Section 14, shall constitute a contract modification or waiver of any such, or any other, term or condition at any future time, and shall not prevent such party from insisting on the strict keeping and performance of such, and all other, terms and conditions at the same and all later times.

## **SECTION 15 – REPORTS AND RECORDS**

15.1 The Operator shall furnish to Chick-fil-A separate written or, at Chick-fil-A's election, electronic reports for each Business as and when required by Chick-fil-A pursuant to Section 14.12 above during that portion of the Agreed Term following the Commencement Date, which reports

shall contain all financial and other information reasonably requested by Chick-fil-A, including without limitation all information relevant to or necessary for the computation of information to be furnished by Chick-fil-A to the Operator as provided below. For the purpose of calculating and facilitating the mechanism for the payment of the fees and expenses for the Businesses set forth in Section 14, Chick-fil-A will furnish a written fee calculation report to the Operator on or about the fifteenth (15th) day following the end of each calendar month during that portion of the Agreed Term following the Commencement Date, which report will set forth, as applicable, the Gross Receipts, Operating Profit, Base Profit, Extra Profit, Base Operating Service Fee, Net Profit for Initial Business, Additional Operating Service Fee and Additional Profit for such calendar month and such other information as Chick-fil-A deems necessary or appropriate (“Fee Calculation Report”).

15.2 The Operator shall send to Chick-fil-A, at its election, copies, electronic versions or the originals of all financial records concerning each Business and all transactions undertaken by the Operator in the operation of each Business so as to enable Chick-fil-A to accurately determine all amounts owed to it by the Operator (and vice-versa) hereunder, and to produce the Fee Calculation Report as described above. Chick-fil-A agrees to permit said records to be examined from time to time by the Operator during normal business hours. The Operator will maintain, as the case may be, the originals or complete duplicates of any files submitted to Chick-fil-A to the extent that the Operator deems necessary or appropriate.

15.3 The Operator agrees to abide by all applicable laws pertaining to the privacy of customers’ and employees’ information, including without limitation, transactional information (“Privacy Laws”). The Operator agrees to stay in strict compliance with all of Chick-fil-A’s standards and policies pertaining to Privacy Laws. If there is a conflict between Chick-fil-A’s standards and policies pertaining to Privacy Laws and actual applicable law, the Operator shall comply with the requirements of applicable law. Other than as set forth in this Agreement, the Operator agrees not to publish, disseminate, implement, or use a data privacy policy inconsistent with Chick-fil-A’s policy.

15.4 During the Agreed Term of any Business, the Operator and the Operator’s employees may have access to and/or be required to use software and/or hardware, including but not limited to any computer and point of sale system installed at such Business, as Chick-fil-A may from time to time designate or otherwise require, whether owned or provided by Chick-fil-A, an affiliate or a third party. In connection with the access to and/or use of such software and/or hardware: (i) the Operator shall adopt and abide by, and shall cause Operator’s employees to adopt and abide by, any and all applicable policies, terms and conditions, and/or licenses as may be requested or required by Chick-fil-A to enable the Operator, and as applicable the Operator’s employees, to lawfully use any such software or hardware; and (ii) the Operator may from time to time be required to sign and/or otherwise acknowledge, and shall cause Operator’s employees to sign and/or otherwise acknowledge, such policies, terms of use and/or licenses. The Operator shall be responsible for any and all access to and/or use of such software and/or hardware by the Operator’s employees, including, without limitation, insuring the compliance of the Operator’s employees with all such applicable policies, terms and conditions, as well as obtaining all required Operator employee signatures and acknowledgments. As Chick-fil-A may from time to time designate or otherwise require, Chick-fil-A, an affiliate or a third party may provide hardware and software support and, in the event that such support is offered and provided, may charge the Operator a fee in connection with such services. The scope of the warranty for any designated hardware or software cannot be increased or changed by any written or oral information, advice, or assurances that Chick-fil-A or its employees or agents may provide to the Operator. In connection with providing software and/or hardware to the Operator for use by the Operator, and as applicable the Operator’s employees, or otherwise in connection with the Business, Chick-fil-A may have access to, and may use, certain data that the Operator collects from customers and potential customers in connection with the Businesses (“Customer Data”). The Operator acknowledges and agrees that Chick-fil-A or its affiliate owns all Customer Data collected by or stored on Chick-fil-A platforms or systems. The Operator shall use any such Customer Data only in connection with operating the Businesses and only in accordance with the standards and policies that Chick-fil-A establishes from time to time, if any, and shall not sell, transfer, or use Customer Data for any

purpose other than operating the Businesses and marketing the Businesses and the Products.

15.5 All reports and fee receivable reports, including but not limited to any Fee Calculation Report, furnished to the Operator by Chick-fil-A pursuant to Section 14 hereunder shall conclusively be deemed true and correct and binding upon the Operator and be incontestable, unless the Operator shall deliver to Chick-fil-A specific written objection to the contents of such a report, setting forth the specific transactions or items objected to and the basis of such objections, within six (6) months from the date such report was delivered, transmitted, or otherwise made available to the Operator. No action, suit, proceeding or claim arising out of or concerning any Fee Calculation Report or other fee receivable report rendered by Chick-fil-A hereunder may be brought or maintained against Chick-fil-A unless commenced within one (1) year after the date such report is delivered, transmitted or otherwise made available to the Operator; otherwise, the claim and the right to any remedy, if any, shall be deemed released, waived and otherwise lost.

#### **SECTION 16 – TRAINING**

In order to (i) attempt to achieve the most profitable possible operation by the Operator of the Businesses, (ii) protect the high quality and uniform consistency of the Products, and (iii) protect the reputation and goodwill of the Businesses, all other Restaurants, the Marks, Chick-fil-A and the System, Chick-fil-A will offer the Operator, an initial training program, the length, location, program and frequency of which shall be determined by Chick-fil-A, and the Operator (and, as applicable, the Operator-Owner) shall participate in and successfully complete the initial training program to Chick-fil-A's satisfaction. In the event this Agreement is terminated as to all then-existing Businesses for any reason by the Operator at any time after the date hereof but prior to the one (1) year anniversary of the Commencement Date, if any, for the Initial Business (if the Initial Business is the Operator's first Chick-fil-A Restaurant), the Operator shall reimburse Chick-fil-A upon request after such termination for all costs and expenses incurred by Chick-fil-A in the training of the Operator. The Operator (and, as applicable, the Operator-Owner) may also be required to participate in other training programs, if any, offered by Chick-fil-A from time to time.

#### **SECTION 17 – ADVERTISING**

17.1 Chick-fil-A or its designee shall at Chick-fil-A's election exclusively maintain and administer a fund (the "Fund") for branding, advertising, marketing, promotional activities, promotional materials and public relations and/or national, regional and/or local branding, advertising, marketing, promotional activities and promotional materials for the Restaurants (the "Advertising"), and shall direct all Advertising (including, without limitation, the concepts, materials, endorsements and media used and the placement and allocation of all contributions to the Fund) pursuant to its sole and exclusive business judgment. To support the Advertising, the Operator, with respect to each Business, shall pay into the Fund each calendar month during that portion of the Agreed Term of a Business following the Commencement Date of such Business, or on such other frequency and terms as Chick-fil-A shall determine, an amount to be determined by Chick-fil-A from time to time hereafter (the "Advertising Contributions"). Said Advertising Contributions shall be part of the Fund and are nonrefundable.

17.2 The Fund may be maintained by Chick-fil-A on the Operator's books, as a separate bank account in Chick-fil-A's name, or in a segregated, group and/or general bank account(s) that include the Operator's funds, other franchisees' funds and/or Chick-fil-A's funds (provided Chick-fil-A maintains appropriate accounting procedures to distinguish between or among any such group or general bank account(s)), in Chick-fil-A's sole and exclusive business judgment. Any and all interest which may accrue or be earned on funds that are part of the Fund shall belong to Chick-fil-A and be to Chick-fil-A's benefit. The funds contributed to the Fund are not and shall not be considered to be trust funds and the account(s) maintaining such funds are not and shall not be considered to be trust accounts.

17.3 The Operator acknowledges and agrees that the Fund and the Advertising are intended to maximize general public recognition and acceptance of the Marks and that Chick-fil-A or its designee(s), if any, may administer and use the Fund for national, regional and/or local branding, advertising, marketing, promotional activities, promotional materials, and public relations, including development and production of branding, advertising, marketing and promotional programs and materials, purchase of media, field marketing programs and

activities, promotion, new product research and development, quality control, market research, talent fees, website development and maintenance, social networking sites, web-based advertising development, and trade shows. The Operator further agrees that Chick-fil-A may use the Fund to meet any and all Chick-fil-A and third-party costs and expenses incurred incident to the Advertising (including, without limitation, costs and expenses related to the formulation, development, production, media and conduct of such branding, advertising, marketing, promotion, public relations and the administration of the funds used therefor).

17.4 For each calendar month during that portion of the Agreed Term of a Business following the Commencement Date of such Business, Chick-fil-A in its sole and exclusive business judgment, may require the Operator to make expenditures on local branding, advertising, marketing, promotional activities and promotional materials (“Local Advertising”) with respect to such Business in an amount equal to all or a portion of the Advertising Contributions which would otherwise be payable to the Fund by the Operator for such calendar month, said expenditures being in lieu of payment of such amount of Advertising Contributions and which amounts are non-refundable. Chick-fil-A may suspend or revoke any such requirement at any time, and upon such suspension or revocation and at Chick-fil-A’s election, the Operator shall resume the Operator’s payment each calendar month of the full amount of Advertising Contributions to the Fund. The Operator acknowledges and agrees that Chick-fil-A is not required to ensure that the Operator benefits directly or *pro rata* from the Advertising, the expenditure of any Advertising Contributions or the administration of the Fund.

17.5 In order to protect the “Trade Secrets” and the “Confidential Information” (as such terms are defined below in Section 18) and the Marks and other interests of Chick-fil-A, the Operator shall submit to Chick-fil-A for Chick-fil-A’s prior approval (except with respect to prices to be charged) samples of all branding, advertising, marketing and promotional materials which the Operator intends to use in Local Advertising and which have not been prepared or previously approved by Chick-fil-A or its designated agent. Chick-fil-A may offer to the Operator, from time to time, for use in Local Advertising, marketing and customer educational plans and materials, including without limitation, television and radio

commercial recordings, merchandising materials, sales aids, special promotions and similar advertising, marketing, training and educational materials, at a reasonable price, plus shipping and handling. Notwithstanding Chick-fil-A’s prior approval of any branding, advertising, marketing or promotional materials, all materials which the Operator uses in Local Advertising must meet and comply with Chick-fil-A’s then-current policies, procedures, standards and requirements for branding, advertising, marketing and promotional materials, as specified by Chick-fil-A from time to time.

17.6 The Operator specifically acknowledges and agrees the Operator has no right to and shall not establish a Website (as defined below), nor offer, promote or sell any products or services, or make any use of the Marks through or on the internet without Chick-fil-A’s prior written approval. As a condition to granting any such consent, Chick-fil-A shall have the right to establish such requirements as Chick-fil-A deems appropriate, including, but not limited to, the requirement that the Operator’s only presence on the internet shall be through a webpage established by Chick-fil-A on Chick-fil-A’s webpage or Website. As used in this Agreement, the term Website means an interactive electronic document, contained in a network of computers linked by communications software, including, without limitation, the Internet and World Wide Web home pages. Any Website proposed or established by the Operator shall otherwise be deemed to be “Local Advertising” under this Agreement, and will be subject to, among other things, Chick-fil-A’s approval and then-current policies, procedures, standards and requirements under this Section 17.

17.7 The Operator’s use of any unapproved branding, advertising, marketing or promotional materials used in Local Marketing, or the Operator’s use of any branding, advertising, marketing or promotional materials which otherwise do not comply with the policies, procedures, standards and requirements for such materials, as specified by Chick-fil-A from time to time, shall constitute a breach of this Agreement.

17.8 From time to time, Chick-fil-A and/or the Fund may establish temporary or permanent promotional campaigns applicable to the Chick-fil-A System as a whole or to specific advertising market areas. The Operator must display promotional signs and materials and otherwise participate in any such

promotional campaigns in the manner Chick-fil-A specifies. The Operator may, at Chick-fil-A's election, be required to participate in these promotional programs at the Operator's own cost, including the costs to purchase, lease and install all promotional campaign materials and devices, including but not limited to counter cards, posters, banners, signs, photographs, give-away items and gift cards.

17.9 The Operator shall allow Chick-fil-A and its representatives and agents to take photographs, videos or any electronic record of the Business and the Operator in connection with the Business and to interview the Operator. Chick-fil-A and its authorized third parties will have the exclusive right and license to use any such photograph, video, electronic record or other material prepared, and Chick-fil-A will not have any obligation to obtain the Operator's authorization, or to compensate the Operator in any manner, in connection with the use of these materials for advertising, training or other purposes. The Operator (and as applicable, the Operator-Owner) waives all claims related to publicity or privacy rights in these photos and, upon Chick-fil-A's request, will obtain waivers of all publicity or privacy rights from all applicable contractors and persons.

## **SECTION 18 – TRADE SECRETS AND CONFIDENTIAL INFORMATION**

18.1 Notwithstanding other definitions set forth in this Agreement, the term "Confidential Information" means all development and research manuals and records, market research, technical and other data, and preparation, installation or maintenance instructions or specifications relating directly to the Products and Equipment (except to the extent information as to any Product or Equipment purchased by Chick-fil-A from an independent supplier is known to the general public), the Ingredients or the Methods, all materials, information and data contained or otherwise set forth in the Manuals, Chick-fil-A's non-public Website(s) and intranet(s), information or computer systems, or otherwise distributed to the Operator (and, as applicable, the Operator-Owner) at a Chick-fil-A training program, seminar or workshop, and all other materials, information and data of Chick-fil-A treated by Chick-fil-A as confidential or proprietary, whether or not marked confidential, including, without limitation, any prototypes, developmental models or designs, test products or equipment. The term "Trade

Secrets" means all Confidential Information that is either a trade secret of Chick-fil-A under the laws and decisions of the State of Georgia, or a trade secret of CFA Properties under the laws and decisions of the State of Delaware, including without limitation, the Methods, certain Ingredients (including without limitation the Chick-fil-A seasoning and seasoned coater), and all other non-public Intellectual Property. To the extent that applicable law mandates a definition of "trade secret" inconsistent with the foregoing definition, then the foregoing definition shall be construed in such a manner as to be consistent with the mandated definition under applicable law.

18.2 The Operator hereby acknowledges, agrees and warrants that:

(a) during the Agreed Terms of the Businesses, the Operator (and, as applicable, the Operator-Owner) is likely to be given access to and to become acquainted with or aware of the Trade Secrets and certain Confidential Information;

(b) the Operator understands that the Trade Secrets and Confidential Information were developed, designed and refined by Chick-fil-A at substantial expense, over long periods of time, and that they are secret, confidential and unique to the extent Chick-fil-A can make them such and that they all constitute the exclusive property of Chick-fil-A and/or CFA Properties; and

(c) the restaurant business is highly competitive and, as a result, the publication, disclosure, transfer, release or use of the Trade Secrets or Confidential Information, in any manner, except as required or authorized in writing by Chick-fil-A or otherwise permitted hereunder, would cause significant, irreparable and long-term damage to Chick-fil-A and CFA Properties.

18.3 The Operator covenants, agrees and warrants that the Operator (and, as applicable, the Operator-Owner) will not, during any Agreed Term or at any time after termination of any Agreed Term, without the express prior written consent of Chick-fil-A, publish, disclose, transfer, access, release or divulge to any individual or entity, or use other than as Chick-fil-A expressly authorizes or directs in writing, any Trade Secrets.

18.4 The Operator covenants, agrees and warrants that the Operator (and, as applicable, the Operator-Owner) will not, during any Agreed Term or

at any time during a period of two (2) years from the first date that no Agreed Term remains in effect hereunder, without the express prior written consent of Chick-fil-A, publish, disclose, transfer, access, release or divulge to any individual or entity, or use other than as Chick-fil-A directs, any Confidential Information that does not otherwise constitute Trade Secrets.

18.5 The Operator agrees to disclose promptly to Chick-fil-A any idea, concept, technique or material concerning the Products, Methods or the operation of the Business, including any advertising materials, that the Operator (or, as applicable, the Operator-Owner) or any of the Operator's employees create in the operation of the Business or using the assets of the Business, including relating to any aspect of the Products, the Methods or any Trade Secrets or Confidential Information (collectively, "Ideas"). Chick-fil-A or CFA Properties shall own all rights in any and all Ideas. Any copyrightable Ideas discovered or prepared by the Operator (or, as applicable, the Operator-Owner) are "works for hire" under the Copyright Act and Chick-fil-A or CFA Properties will be considered the author and owner of these copyrightable works. If Ideas do not qualify as works made for hire, by signing this Agreement, the Operator assigns to Chick-fil-A and CFA Properties ownership of any and all rights the Operator (and, as applicable, any Operator-Owner) may have, if any, in Ideas. Chick-fil-A and CFA Properties may use the Ideas and any other information provided by the Operator (and, as applicable, the Operator-Owner) in any manner deemed appropriate without compensation. The Operator will, upon request, promptly execute all applications, assignments, or other instruments that Chick-fil-A or CFA Properties deems necessary to apply for and obtain invention rights, patents, patent applications, letters patent, copyrights, trademarks, and reissues of any of these rights in the United States and foreign countries on Ideas and to confirm the assignment to Chick-fil-A or CFA Properties in this Section 18.5 of the sole and exclusive rights, title, and interest in and to the Operator's (and, as applicable, the Operator-Owner's) right in and to Ideas.

## **SECTION 19 – USE OF THE MARKS**

19.1 CFA Properties has granted Chick-fil-A a license to use and to sublicense others to use the Marks and the Intellectual Property owned by CFA Properties including, but not limited to, in the manner contemplated by this Agreement. The Operator agrees that all references in this Agreement regarding all

rights and benefits of ownership and the use of the Marks and such other Intellectual Property are understood to run and inure, and it is understood and agreed that such rights and benefits will run and inure, to CFA Properties or Chick-fil-A, as applicable, or their respective successors in interest, as owner or licensee, as applicable.

19.2 The Operator specifically acknowledges and agrees that the Marks and all goodwill associated therewith in the United States of America and worldwide are the exclusive and valuable property of CFA Properties; that Chick-fil-A has the right to use, and to sublicense others to use, the Marks; and that any use of the Marks by the Operator is solely in the Operator's limited, non-exclusive role as a licensee of Chick-fil-A under this Agreement; and that any and all goodwill which might be deemed to have arisen or to arise in the future through the Operator's use of the Marks or other activities under this Agreement, inures directly and exclusively to the benefit of CFA Properties or Chick-fil-A, as applicable. The Operator shall not use the Marks in any manner, either directly or through any other person or entity, other than as specifically allowed by the terms hereof or as otherwise expressly approved or required by Chick-fil-A pursuant to the terms hereof. Chick-fil-A grants the Operator no other rights with respect to the Marks. The Operator further covenants and agrees that the Operator (and, as applicable, the Operator-Owner) will not take, nor knowingly permit, any action which will in any way prejudice or harm the Marks or ownership thereof, or Chick-fil-A's right to use and to license others to use the Marks.

19.3 Chick-fil-A shall have the right, in its sole and exclusive business judgment, to protect and defend the Marks at its own expense. The Operator agrees to cooperate with Chick-fil-A in the defense and protection of the Marks and shall promptly and fully advise Chick-fil-A of all knowledge the Operator has concerning any use of a trade name, trademark or other mark that may infringe upon any of the Marks.

19.4 Upon termination of this Agreement with respect to all of the Businesses, for whatever reason, the Operator shall abandon at once any and all use of the Marks for any purpose whatsoever.

## **SECTION 20 – COMPETITION**

20.1 The Operator covenants, agrees and warrants that during any Agreed Term, the Operator

(and, as applicable, the Operator-Owner) will not own or be employed or engaged by any individual or entity as a manager, operator or supervisory employee of any other fast food or quick-service restaurant(s) located at or within five (5) miles of any Site under this Agreement; provided, however, nothing in this Agreement shall be construed to prohibit the Operator (or, as applicable, the Operator-Owner) from being employed in the operation of the Businesses or owning the Operator if an entity.

20.2 The Operator covenants, agrees and warrants that for a continuous period of one (1) year from the first date that no Agreed Term remains in effect hereunder the Operator (and, as applicable, the Operator-Owner) will not own or otherwise be employed or engaged by any individual or entity as a manager, operator or supervisory employee of any fast food or quick-service restaurant(s) located at or within five (5) miles of any Site under this Agreement, other than another Restaurant under an effective franchise agreement with Chick-fil-A. The Operator acknowledges and agrees that, by reason of Chick-fil-A's investment of time and money to develop the System and in the Operator's receipt of training, the Operator (and, as applicable, the Operator-Owner) has obtained and possesses specialized skills, information and abilities regarding Chick-fil-A, the operation of a Restaurant and the System as a result of entering into this Agreement and thereafter becoming trained to be and being an Operator hereunder.

20.3 The Operator further covenants, agrees and warrants that the Operator (and, as applicable, the Operator-Owner) have the skill and/or experience necessary to earn a living in a business or job other than the operation of a Restaurant or a similar establishment, and that the Operator (and, as applicable, the Operator-Owner) would not be prevented or prohibited from being employed and earning a living upon termination of this Agreement if the Operator (and, as applicable, the Operator-Owner) were prohibited from engaging in a business competitive with Chick-fil-A as set forth above.

20.4 If any court or other tribunal having jurisdiction to determine the validity or enforceability of any provision contained in this Section 20 determines that it would be invalid or unenforceable as written, in whole or in part, then the provisions of this Section 20 may and should be modified to the extent or in the manner as is necessary in order for those

provisions to be valid and enforceable to the greatest extent possible.

## **SECTION 21 – TRANSFERABILITY OF INTEREST**

21.1 If the Operator is an individual and a signatory to this Agreement in his or her individual capacity, Chick-fil-A may allow the Operator to assign this Agreement to a single corporation, limited liability company or other form of business entity then approved by Chick-fil-A, if the Operator makes a written request to Chick-fil-A and complies with all of the provisions of this Section 21. The Operator acknowledges, agrees and warrants that Chick-fil-A's consent to any proposed transfer shall be in Chick-fil-A's sole and exclusive business judgment and as such Chick-fil-A may refuse to consent for any reason whatsoever, and Chick-fil-A's consent shall otherwise be conditioned on the Operator meeting Chick-fil-A's then current requirements, which may include without limitation all or any of the following:

(a) The proposed transferee business entity must be newly organized, without prior business activities, and must have organizational documents that clearly state that its activities are confined exclusively to the operation of franchised Chick-fil-A restaurant businesses.

(b) The name of the proposed transferee business entity must not contain any of the Marks including, without limitation, the term "Chick-fil-A<sup>®</sup>" or "CFA", or any other component(s) or derivative(s) of Chick-fil-A's Marks (including, without limitation, the term "Chick" or "fil"), as part of any entity name or other legal name of the proposed transferee business entity or with any prefix, suffix or other modifying words, terms, designs or symbols. The name of the proposed transferee business entity must not contain any derogatory or non-professional terms.

(c) The Operator (and as applicable after any approved assignment, the Operator-Owner) must own and control 100% of the ownership interests in the proposed transferee business entity and act (i) as the sole director and principal executive officer of a corporation, or (ii) the sole member (of a member-managed limited liability company) or sole member and manager (of a manager-managed limited liability company) and principal executive officer, if applicable. The Operator (and as applicable after any approved assignment, the Operator-Owner) and the

proposed transferee business entity must, jointly and severally, agree not to permit the issuance of any equity interests in the proposed transferee business entity to any person or entity other than the Operator (and as applicable after any approved assignment, the Operator-Owner), or to make, directly or indirectly, voluntarily or involuntarily, any direct or indirect subsequent pledge, sale, assignment, encumbrance, gift, transfer or hypothecation of any legal or beneficial equity interest in the proposed transferee business entity, this Agreement or any interest in the Businesses, or any right or obligations thereunder, either voluntarily or involuntarily, or by operation of law.

(d) The certificate of incorporation, by-laws, certificate of formation, operating or limited liability company agreement and other formation and organizational documents of the proposed transferee business entity, must recite in a form satisfactory to Chick-fil-A that the issuance and transfer of any securities is restricted by the terms of this Agreement, including this Section 21.

(e) Each stock certificate, certificate of membership interest or other equity interest must contain and conspicuously display a statement in a form satisfactory to Chick-fil-A that it is held subject to, and that further assignment, transfer, gift, pledge or hypothecation thereof is subject to, all restrictions imposed upon assignment by this Agreement. In addition, the organizational documents of the proposed transferee business entity must provide that further assignments, transfers, gifts, pledges or hypothecations of the equity interests are prohibited and otherwise subject to all restrictions imposed upon assignments and transfers in this Agreement.

(f) The Operator shall execute and deliver an Assignment and Consent to Assignment, in the form prescribed by Chick-fil-A (the "Assignment").

(g) Under the Assignment, the Operator (and as applicable, the Operator-Owner) must agree to continue to be personally bound by, and personally liable for the breach of, each and every term and condition of this Agreement. Additionally, the Operator (and as applicable, the Operator-Owner) must guarantee the full and faithful performance by the proposed transferee business entity under this Agreement.

(h) Under the Assignment, the proposed transferee business entity must agree to be bound by all of the provisions of this Agreement and to assume and discharge all of the Operator's obligations hereunder.

(i) The Operator must provide Chick-fil-A with copies of all governing documents of the proposed transferee business entity (e.g., certificate of incorporation or organization, by-laws, stock certificates, operating agreement, membership certificates (if any), etc.) which must be reasonably satisfactory to Chick-fil-A in its sole and exclusive business judgment. The Operator will provide Chick-fil-A with copies of all such governing documents within 30 days following any request.

(j) The Operator must maintain the transferee business entity in good standing in the jurisdiction of its formation, and if applicable, also as a foreign business entity in the state in which the Business is located. The Operator will provide Chick-fil-A with evidence of good standing and legal existence within 30 days following any request.

(k) Under the Assignment, and after any approved assignment during the remaining Agreed Term for any Business, the Operator-Owner shall continue to devote his or her full time and personal best efforts to operating the Business to attempt to achieve the highest sales and profits possible in a manner consistent with Chick-fil-A's operating standards and image in the community where the Business is located and in the nation as a whole, and to diligently develop and promote personally the reputation and the goodwill of the Business, the Marks and Chick-fil-A.

21.2 Except as expressly authorized and provided for above in this Section 21, this Agreement is not assignable or transferable in whole or in part by the Operator or, as applicable, the Operator-Owner, voluntarily or involuntarily, including by will, trust or other instrument, by operation of law or otherwise. Accordingly, except as set forth above, the Operator (and, as applicable, the Operator-Owner) may not pledge, sell, assign, encumber, gift, transfer or hypothecate, directly or indirectly, in whole or in part, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law, this Agreement nor any legal or beneficial interest in this Agreement, the Businesses, the Sites or the approved



transferee business entity, to any person or entity, and the Operator (and, as applicable, the Operator-Owner) further may not assign the Operator's estate or interest in or sublet the Sites or the Businesses. No proposed pledge, sale, assignment, encumbrance, gift, transfer or hypothecation, directly or indirectly, in whole or in part, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law or otherwise, of this Agreement, the Businesses, the Sites or any interest in any approved transferee business entity shall be made or of any force and effect without Chick-fil-A's written consent and the Operator's full and strict compliance with and performance of all the terms, conditions, representations, warranties, covenants and agreements of this Section 21 and Section 26.

21.3 At all times during the term of this Agreement, this Agreement, including any attached Lease(s) and any attached Concession Sublicense Agreement(s) for any Satellite Unit(s), and all legal, beneficial or equity interest in this Agreement, any attached Lease(s) and any attached Concession Sublicense Agreement(s) for any Satellite Unit(s), the Businesses and their operations, and the Sites must be in the name of the Operator including, if applicable, any transferee business entity that is approved by Chick-fil-A pursuant to the terms, conditions, representations, warranties, covenants and agreements of this Section 21 and Section 26 and expressly appointed and named by Chick-fil-A as the franchised Operator under this Agreement. Failure to comply with this Section 21 is a default of this Agreement and shall be grounds for immediate termination of this Agreement without opportunity to cure under Section 24.

21.4 Chick-fil-A shall have the right to transfer or assign this Agreement or any part of its rights or obligations under this Agreement to any person or entity, at any time, in its sole and exclusive business judgment, and the benefits and obligations of Chick-fil-A hereunder shall inure to and be binding upon any such assigns. The Operator further acknowledges that Chick-fil-A can sell its assets, sell securities in a public offering or in a private placement, merge with, acquire, or be acquired by another person or entity, or undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring, without restriction and without affecting the Operator's obligations under this Agreement. The Operator specifically waives any claims, demands, or

damages against Chick-fil-A and its affiliates, and their respective officers, directors, shareholders and employees, arising from or related to any transfer or other restructuring or reorganization Chick-fil-A or its affiliates may accomplish.

## **SECTION 22 – REMEDIES**

22.1 The Operator, and as applicable, the Operator-Owner, acknowledge, agree and warrant that any unauthorized disclosure or misuse of the Trade Secrets and/or the Confidential Information or the Marks, failure of the Operator to vacate and permit the possession of the Site by Chick-fil-A upon termination or expiration of this Agreement, or other breach of the Operator's obligations under Sections 18, 19, 20, 21, 23, 24.5 or 24.6 of this Agreement would result in irreparable damage and harm to Chick-fil-A that could not be adequately compensated by money damages or other remedy at law. Accordingly, in the event of such unauthorized disclosure or misuse by the Operator (or, as applicable, the Operator-Owner) of the Trade Secrets, the Confidential Information or the Marks, or the failure of the Operator to vacate and permit the possession of the Site by Chick-fil-A or, at Chick-fil-A's election, a new authorized Operator upon termination or expiration of this Agreement, or other breach of the Operator's obligations under Sections 18, 19, 20, 21, 23, 24.5 or 24.6, Chick-fil-A shall be entitled, if it so elects, in addition to any other remedies available to it, to immediate equitable relief therefor, including without limitation a temporary restraining order or preliminary injunction which may include an order for specific performance. Further, if Chick-fil-A brings such an action for equitable relief, the Operator, and, as applicable, the Operator-Owner, hereby waive the defense that Chick-fil-A has an adequate remedy at law.

22.2 Nothing in this Section 22 shall be deemed to limit Chick-fil-A's remedies at law or in equity for any breach by the Operator of any provision of this Agreement. Furthermore, nothing in this Section 22 or otherwise contained in this Agreement shall limit, abridge or modify the rights of Chick-fil-A or CFA Properties in and to the Trade Secrets and the Confidential Information under any applicable trade secret, trademark, patent, unfair competition or other law of any state or of the United States.

22.3 The Operator, and, as applicable, the Operator-Owner, agree that in the event the enforceability of any of Sections 18, 19, 20 or 21

above (the “covenants”) contained in this Agreement is (are) the subject of a legal dispute that does not initially result in an injunction to prevent the Operator's, and, as applicable, the Operator-Owner's breach or violation of any such covenants, but that does ultimately result in a decision by a court of competent jurisdiction that the covenant(s) is (are) enforceable, the time periods of such covenant(s) shall be deemed tolled upon the filing of the lawsuit until the dispute is finally resolved and all periods of appeal have expired. Nothing above changes that the Operator, and, as applicable, the Operator-Owner, shall otherwise be required to comply with their respective obligations under this Agreement with regard to such restrictions during the time periods within which any tolling of such covenant(s) occurs.

### **SECTION 23 – RESTRICTIONS DEEMED REASONABLE**

The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator's signature appearing on this Agreement is genuine and freely and knowingly given, not based on any representations or statements of any kind made by any agent or representative of Chick-fil-A as to the legal or business consequences of this Agreement, but after the Operator has obtained all professional advice necessary for the Operator's full understanding of the consequences hereof.

### **SECTION 24 – TERMINATION**

24.1 Notwithstanding any other remedies contained in this Agreement, Chick-fil-A, in the exercise of its sole and exclusive business judgment, may terminate this Agreement as to one or more or all of the Businesses immediately upon giving notice thereof, without any further obligation or liability to the Operator, if any one or more of the following events or circumstances should occur with respect to the Operator (or, as applicable, the Operator-Owner), or any one or more of the Businesses:

(a) the Operator (or, as applicable, the Operator-Owner) or any of the Operator's employees commits an act or engages in public conduct which, in the exercise of Chick-fil-A's sole and exclusive business judgment, subjects Chick-fil-A, the Restaurants, the Marks, or the System to public scandal or ridicule or otherwise reflects materially and unfavorably upon Chick-fil-A, the Restaurants, the Marks, or the System;

(b) the Operator breaches, threatens to breach or fails to complete as specified in this Agreement any duty or obligation of the Operator pursuant to the terms of this Agreement, including any attached Lease(s), any applicable Prime Lease, Ground Lease, Title Documents, any attached Concession Sublicense Agreements and its attached Concession Agreement (and any applicable Prime Lease, Ground Lease or Title Documents) for any Satellite Unit(s), any Food Truck License and Sublease Agreement and its attached Food Truck Lease, the Manuals, the Guidelines, or as may be required by any other operating standard or policy, including the Operator's failure to pay to Chick-fil-A any required payment due under this Agreement or any other agreement between Chick-fil-A and the Operator, including without limitation the payments set forth in Section 14 above, on the date such payment is due;

(c) the business of Chick-fil-A is discontinued;

(d) the Operator (or, as applicable, the Operator-Owner) commits an act of fraud, embezzlement or theft against Chick-fil-A, its Suppliers, employees or agents, or intentionally underreports or understates Gross Receipts to Chick-fil-A;

(e) the Operator or, as applicable, the Operator-Owner files, or consents by answer or otherwise to the filing against the Operator or, as applicable, the Operator-Owner of, a petition for relief or any other petition in bankruptcy, or a petition to take advantage of any bankruptcy or insolvency law of any jurisdiction;

(f) the Operator or, as applicable, the Operator-Owner makes a general assignment for the benefit of creditors or consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of himself/herself or of any substantial part of the Operator's or, as applicable, the Operator-Owner's properties;

(g) the Operator or, as applicable, the Operator-Owner is adjudicated or becomes insolvent;

(h) a court or other governmental agency of competent jurisdiction enters an order appointing a custodian, receiver or trustee, or an officer with similar powers, with respect to the Operator or any substantial part of the Operator's (or, as applicable, the Operator-Owner's) properties; or an order for relief is entered in any case for the Operator (or, as applicable, the Operator-Owner) to take advantage of any bankruptcy or insolvency law of any jurisdiction, relative to the Operator (or, as applicable, the Operator-Owner); or a petition for such relief is filed against the Operator (or, as applicable, the Operator-Owner) and not dismissed or stayed within sixty (60) calendar days;

(i) material failure to comply with the Guidelines, including the Manuals, the Methods, the Minimum Standards or any of Chick-fil-A's other then-current policies, procedures, programs, and other standards and specifications, including, without limitation, those issued pursuant to Sections 12 and 14 above;

(j) the Operator (or, as applicable, the Operator-Owner) fails to participate in or otherwise successfully complete the initial training program provided pursuant to Section 16 as determined by Chick-fil-A in its sole and exclusive business judgment;

(k) the Operator (or, as applicable, the Operator-Owner) violates or otherwise fails to comply with the in-term covenant against competition set forth in Section 20;

(l) the Operator opens any Business on a Sunday or on Christmas Day;

(m) if the Operator (or, as applicable, the Operator-Owner) or anyone acting on either the Operator's or the Operator-Owner's behalf, interest or direction purports to transfer or assign this Agreement or any rights or obligations under this Agreement to any third-party without Chick-fil-A's approval or otherwise meeting all of the terms, conditions and requirements set forth in Sections 21 and 26;

(n) continuance, in whole or in part, of the operation of any Business or of the license granted to the Operator under this Agreement, is frustrated in purpose or materially impaired by any national, federal, state or local law, statute, ruling, ordinance or regulation, or interpretation of any of the above (collectively a "Law"), or by the actions of any civil or military authority purporting to act under any Law, or by acts of God, war or civil disorders, or by the existence or declaration of a pandemic or epidemic, or by labor union activity; or

(o) any other event occurs which under applicable law is grounds for terminating this Agreement.

The Operator acknowledges and agrees that, if any one or more of the foregoing events or circumstances described in this Section 24.1 above do occur with respect to the Operator (or, as applicable, the Operator-Owner), or any one or more of the Businesses, such event or circumstance shall constitute a material breach of, and a material default under, this Agreement and violate the essence of the Operator's obligations under this Agreement and, without prejudice to any other rights or remedies at law or in equity, Chick-fil-A shall have the right to terminate this Agreement as to one or more or all of the Businesses pursuant to the terms set forth above.

24.2 Either Chick-fil-A or the Operator, in the exercise of their respective sole business judgment, may terminate this Agreement as to one or more of the Businesses, without cause, upon thirty (30) days' prior written notice to the other; provided however, in the event this Agreement is terminated by the Operator pursuant to this Section 24.2, the effective date of such termination shall be the last day of any given calendar month immediately following the thirty (30) day notice period or such earlier date as agreed upon by the parties in writing.

24.3 Chick-fil-A, in the exercise of its sole and exclusive business judgment, may terminate this Agreement as to one or more of the Businesses, without cause, immediately upon giving written notice to the Operator and paying him for each terminated Business the greater of: (i) One Thousand and No/100 Dollars (\$1,000.00); or (ii) one-twelfth (1/12<sup>th</sup>) of the total amount of the Base Profit and Additional Profit paid or to be paid to the Operator for the twelve (12) full calendar months immediately preceding such termination (or, if the Operator actually operated such Business for fewer than twelve (12) full calendar months immediately preceding such termination, then the total amount of the Base Profit paid or to be paid to the Operator for such lesser period of actual operation divided by the number of full calendar months contained in such lesser period), as liquidated damages and not as a penalty, such amount being considered by both Chick-fil-A and the Operator to be a reasonable pre-estimate of the Operator's probable monetary losses under this Agreement, if any, which are difficult or impossible to calculate at the time of the execution of this Agreement. Such liquidated damages shall be deemed in full accord and satisfaction of any rights or claim which the Operator may have against Chick-fil-A arising out of or relating to such termination.

24.4 During either the period of time prior to the Commencement Date or the ninety (90) day period following the Commencement Date for the Initial Business, Chick-fil-A shall have the right and option to terminate this Agreement, without cause and for any reason, or no reason, immediately upon giving written notice to the Operator, and without payment of any consideration whatsoever.

24.5 If this Agreement is terminated under one of Sections 24.1 through 24.4 or otherwise terminates or expires, then the Lease or as applicable the Concession Sublicense Agreement for the applicable Site shall also immediately and automatically terminate and expire effective as of the effective date of termination or expiration of this Agreement, and Chick-fil-A shall have the right to enter upon and take possession of the Site of the terminated Business without further formality and without the necessity of any court action, dispossessory proceeding, or further notice or legal proceedings whatsoever. The Operator agrees to vacate the Site of such terminated Business immediately upon the termination or expiration of this Agreement and/or the accompanying Lease or

Concession Sublicense Agreement for such Site, and to permit the peaceable possession of the Site by Chick-fil-A or, at Chick-fil-A's election, a new authorized Operator. If any applicable law or rule of any jurisdiction is deemed to require a greater notice of the termination of or election not to renew this Agreement, or the taking of some other action with respect to the termination or election not to renew than is required in this Agreement, the prior notice or other action required by law or rule shall be substituted for the notice or other action required in this Agreement provided that the jurisdictional and other requirements of any such law or rule are met independently and without reference to this Section 24.5.

24.6 Upon the normal expiration of the Agreed Term of a particular Business, or upon the termination of this Agreement as to a particular Business for any reason, the Operator shall, with respect to such Business:

(a) immediately return to Chick-fil-A all of the Equipment;

(b) immediately pay Chick-fil-A the full amount of all sums due under this Agreement;

(c) immediately cease to communicate, divulge, use or access the Trade Secrets, the Confidential Information, the Marks, "Be Our Guest Cards", any confusingly similar names, marks, systems, insignia, symbols or other rights, procedures or methods or any other Intellectual Property;

(d) if all Businesses are terminated, immediately return the Manuals, and all other manuals, marketing materials (including without limitation, all "Be Our Guest Cards" in the Operator's possession), plans and specifications, designs, records, data, samples, models, programs, handbooks, codes, passwords or drawings relating to the Products, the Ingredients, the Guidelines, the Methods, the Minimum Standards, any other Intellectual Property or otherwise touching or concerning the operation of the Businesses; and

(e) take such actions as may be necessary to terminate any local bank account(s), execute and deliver any and all documentation relating to the termination of any other banking arrangement, credit card processing agreements or any other arrangements established by the Operator pursuant to Section 14.12 hereof and to pay or otherwise satisfy all remaining fees and expenses accrued or anticipated to accrue in

connection therewith through the bank account termination date.

24.7 Following the normal expiration of the Agreed Term, or following the termination of this Agreement for any reason, as to all the Businesses, Chick-fil-A shall repay to the Operator the working capital deposit paid by the Operator to Chick-fil-A pursuant to Section 3 above, less any expenses or then-known losses incurred by or imposed upon Chick-fil-A for or on account of the Businesses that should have been but were not paid or were paid but should not have been paid by the Operator. Chick-fil-A will make such payment to the Operator within such period of time following the expiration of the Agreed Terms, or the termination of all the Businesses as Chick-fil-A reasonably deems necessary or appropriate to determine the amount of all deductions, if any, from the repayment of such working capital deposit.

24.8 The obligations of the Operator, as well as the rights of Chick-fil-A, under Sections 5, 14, 15, 18 through 24 (inclusive), 26, 27 and 28 shall survive any expiration, termination or other cancellation of this Agreement.

## **SECTION 25 – FRANCHISE RELATIONSHIP**

25.1 The relationship of the parties created pursuant to this Agreement is intended by each party to this Agreement to be and is that of a franchise between Chick-fil-A and the Operator, who is an independent contractor and business person, and neither party shall incur any liability, other than as specifically set forth in this Agreement, to any person or entity, including without limitation the other party, for any action undertaken pursuant to or as a result of this Agreement. The parties acknowledge and agree that the creation of the above described relationship and each party's respective ability to perform and to be legally recognized as being in and having the relationship as set forth above during the term of this Agreement is part of the essence and a principal purpose of this Agreement. Nothing in this Agreement makes or shall be deemed to make the Operator (or any individual whose salary, wages or other compensation is to be paid by the Operator) an agent, partner, legal representative, joint venturer, joint employer or employee with or of Chick-fil-A. In all public records in the Operator's relationship with all other persons or entities, and in any document, the Operator agrees to indicate clearly the independent ownership and operation by the Operator of the Businesses. The

Operator shall, upon commencement of the Operator's duties at the Site of any Business, inform each employee that Chick-fil-A is not such employee's employer. The Operator further agrees to hold itself out to the public as an independent contractor operating the Businesses pursuant to a franchise with Chick-fil-A. The Operator agrees to take such affirmative action as may be necessary to do so.

25.2 The Operator and Chick-fil-A acknowledge that any restrictions imposed upon the Operator by this Agreement are not intended to control or otherwise affect the time, manner or method of the Operator's day-to-day operation of the Businesses but rather to ensure that: (i) the image of the Businesses, as ultimately seen and judged by its customers, is as positive as possible and therefore such that the Businesses can be operated for the greatest mutual benefit of the Operator and Chick-fil-A; (ii) the Trade Secrets, the Confidential Information and other proprietary rights of Chick-fil-A and CFA Properties are adequately protected; and (iii) all Minimum Standards are maintained.

25.3 The Operator acknowledges that the Operator has conducted an independent investigation of the Businesses contemplated by this Agreement and recognizes that such Businesses involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person. Chick-fil-A expressly disclaims the making of, and the Operator acknowledges that the Operator has not received or relied upon, any warranty, representation, claim or guarantee, express or implied, as to the potential volume, profits, earnings or success of the Businesses contemplated by this Agreement.

## **SECTION 26 – REPRESENTATIONS AND WARRANTIES**

26.1 In order to induce the Operator to enter into this Agreement, Chick-fil-A hereby represents, warrants and agrees that:

(a) Chick-fil-A has the full power, authority, ability and the legal right to grant the rights, licenses and privileges conveyed to the Operator in this Agreement;

(b) to the best of Chick-fil-A's knowledge, the Operator's operation of the Businesses pursuant to this Agreement shall not infringe upon any

proprietary right of any person or entity not a party to this Agreement; and

(c) to the best of Chick-fil-A's knowledge, there are no options, agreements or other licenses of any kind relating to the Businesses which would materially and adversely affect any right of the Operator under or pursuant to this Agreement.

26.2 In order to induce Chick-fil-A to enter into this Agreement, the Operator hereby acknowledges, represents, warrants and agrees that:

(a) the Operator has the full power, authority, ability and the legal right to execute, deliver and perform all provisions of this Agreement;

(b) neither the execution, delivery nor performance of this Agreement or any other agreements contemplated by this Agreement by the Operator will conflict with, or result in a breach of any term or provision of any indenture, mortgage, deed of trust, non-competition covenant, or other contract or agreement to which the Operator is a party or by which the Operator is bound, or breach any order, writ, injunction or decree of any court, administrative agency or governmental body;

(c) one of the foundations of the Chick-fil-A System is Chick-fil-A's right and ability to select and have only the most qualified, approved individuals personally operate their respective Chick-fil-A restaurant businesses (either directly or through an approved entity) devoting full time and personal best efforts to attempt to achieve the highest sales and profits possible in a manner consistent with Chick-fil-A's operating standards and image in the community in which each of their Chick-fil-A restaurant businesses is located and in the nation as a whole, and to diligently develop and personally promote the reputation and the goodwill of each of their Chick-fil-A restaurant businesses, the Marks, Chick-fil-A and the System;

(d) Chick-fil-A's operator selection and transfer approval processes and determinations, including without limitation the application of the processes to the Operator (or, as applicable, the Operator-Owner) and others under or in connection with this Agreement, whether as part of the initial Operator selection process, the consideration and award of the Business or the rights to operate Additional Businesses or different franchises, or as otherwise may be required under this Agreement or by

operation of law, are within the sole and exclusive business judgment of Chick-fil-A and may be exercised and made for any reason whatsoever, including by way of illustration Chick-fil-A's consideration of the following qualification and selection criteria: (i) work experience and aptitude; (ii) financial background and creditworthiness; (iii) character, including whether the Operator-candidate has good moral character pursuant to Chick-fil-A's then current criteria; (iv) ability to devote full-time and personal best efforts in operating the franchised business; (v) existing residency or ability to establish legal residency in the locality of the franchised business; (vi) the existence or absence of conflicting interests; (vii) no known superior or equal candidates available for the same franchised business opportunity; (viii) ability and eligibility to attend and successfully complete all required, then-current initial training; (ix) if an existing operator or operator-owner, the existence or absence of defaults and eligibility for the award of additional businesses pursuant to Chick-fil-A's then current policies and procedures; and (x) the operator-candidate otherwise meets Chick-fil-A's then-current standards and criteria for new franchisees and such other operator selection conditions and requirements as Chick-fil-A then applies in the case of an application for a new franchisee to operate a franchised Chick-fil-A restaurant business;

(e) the franchise that is the subject of this Agreement and this Agreement itself are offered and granted by Chick-fil-A to the individual Operator *personally* who is a signatory below, are offered and granted at the conclusion of Chick-fil-A's operator selection process and in reliance on such individual's personal qualifications, experience, aptitude and the other qualifications and selection criteria as described in Section 26.2(c) above, as evaluated by Chick-fil-A, as well as such individual's personal commitment as the Operator (or, as applicable, the Operator-Owner) to devote his or her full time and personal best efforts to operating the Business(es) to attempt to achieve the highest sales and profits possible, and to diligently develop and personally promote the reputation and the goodwill of the Business, the Marks, the System and Chick-fil-A, and, except as expressly provided in Section 21 above, may not be accepted by any other person, heir, successor, partnership, corporation, limited liability company or other entity, or transferred by assignment, will or operation of law;

(f) the Operator (or, as applicable, the Operator-Owner) shall personally take all such actions

as are necessary to operate the Businesses as contemplated in this Agreement and otherwise to comply fully with the Operator's duties and obligations under this Agreement;

(g) upon the expiration or termination of this Agreement as to any Business, the Operator will cooperate in making a transition of such Business and the Site for such Business to Chick-fil-A or, at Chick-fil-A's election, a new Operator thereof, so as to minimize damage to the Restaurant, the Marks and the System; and

(h) the Operator shall not make any untrue statements or engage in any unlawful acts which may be injurious to the Business, the Marks, Chick-fil-A or the System.

## **SECTION 27 – INDEMNIFICATION**

If Chick-fil-A, or a subsequent Operator of any Business or a like business is subjected to any claim, demand or penalty or becomes a party to any suit or other judicial or administrative proceeding by reason of (i) any claimed act or omission by the Operator or the Operator's agents, contractors or employees, (ii) any claimed violation of any law or ordinance by the Operator or the Operator's agents, contractors or employees, (iii) any damages allegedly resulting from a breach by the Operator of this Agreement, including any attached Lease(s) or Concession Sublicense Agreement(s) or Food Truck License and Sublease Agreement(s) or the Operator's obligations under Section 4 hereof, or (iv) any damages allegedly resulting from a willful misrepresentation by the Operator or the Operator's agents, contractors or employees to Chick-fil-A, then the Operator shall indemnify and hold Chick-fil-A, the Business, and any subsequent Operator of the Business or a like business harmless against all judgments, settlements, penalties, expenses, attorneys' fees, court costs and other costs of litigation or administrative proceedings incurred by or imposed on Chick-fil-A, the Business, the like business or the subsequent Operator of the Business. At the election of Chick-fil-A, the Business or a subsequent Operator of the Business or like business, the Operator shall also defend Chick-fil-A, the Business or such subsequent Operator of the Business or like business in any action or suit in which a plaintiff claims or seeks damages or other award of the type listed above, subject to the right of Chick-fil-A, the Business or the subsequent Operator of the Business or like business to approve

counsel selected by the Operator and the conduct and resolution of any such litigation.

## **SECTION 28 – GENERAL PROVISIONS**

28.1 All notices provided for in this Agreement shall be deemed given on the day of hand-delivery or overnight delivery or three (3) days after being sent by registered or certified mail, if sent from the United States, or by the equivalent thereof if sent from any other country or jurisdiction, return receipt requested, addressed to the party to be served at the following address:

If to Chick-fil-A:  
Chick-fil-A, Inc.  
5200 Buffington Road  
Atlanta, Georgia 30349-2998  
Attn: Legal Department - Notices

If to the Operator:  
at the address set forth on the signature page

Or to such other address as may be designated by such party in a written notice to the other party.

28.2 This Agreement may not be amended, supplemented or otherwise modified orally or by any course of dealing or performance and shall only be deemed amended, supplemented or otherwise modified by a further agreement in writing duly executed and delivered by both parties to this Agreement.

28.3 No failure by either party to this Agreement, at any time, or from time to time, to enforce the strict keeping and performance of any term or condition of this Agreement, nor any action or course of dealing or performance by either party not consistent with the terms and conditions hereof, shall constitute a waiver of any such, or any other, term or condition at any future time and shall not prevent such party from insisting on the strict keeping and performance of such, and all other, terms and conditions at the same and all later times.

28.4 Should a provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing said provision shall not apply the assumption that the terms hereof shall be more strictly construed against the party preparing this Agreement, it being acknowledged that each party (i) has obtained all professional advice that such party deems necessary for the Operator's full understanding

of the consequences hereof and (ii) thereafter voluntarily executed and entered into this Agreement.

28.5 Each and every provision of this Agreement is severable, and invalidity of one or more provisions shall not, in any way, affect the validity of this Agreement or any other provision hereof.

28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; no other representations have induced the Operator to sign this Agreement except that the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the "FDD"). No representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD were made by either party and none shall have any effect with reference to this Agreement. No officer, employee, or other servant or agent of Chick-fil-A is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

28.7 This Agreement shall not become valid against either party to this Agreement until it has been executed by the Operator and accepted and executed by Chick-fil-A in the State of Georgia. **TIME IS OF THE ESSENCE OF THIS AGREEMENT.**

28.8 The Operator shall comply, and assist Chick-fil-A to the fullest extent possible, in Chick-fil-A's efforts to comply with Anti-Terrorism Laws (as defined below). The Operator certifies, represents, and warrants that neither the Operator (or, as applicable, the Operator-Owner) nor the Operator's (or, as applicable, the Operator-Owner's) property or interests is subject to being blocked under, and that

they otherwise are not in violation of, any of the Anti-Terrorism Laws of the United States. "Anti-Terrorism Laws of the United States" means Executive Order 13224, issued by the President of the United States, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001 (Public Law 107 56), and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority, addressing or in any way relating to terrorist acts and/or acts of war or related to individuals and entities who conspire to commit acts of terror against any persons, entities or government, or prohibiting corrupt business practices, money laundering or support of persons or entities who conspire to commit acts of terror against any person or government. Any violation of the Anti-Terrorism Laws by the Operator (or, as applicable, the Operator-Owner), or any blocking of the Operator's (or, as applicable, the Operator-Owner's) assets under the Anti-Terrorism Laws, will constitute a material breach and good cause for immediate termination of this Agreement. The above provisions of this section constitute continuing representations and warranties, and the Operator shall notify us immediately in writing of the occurrence of any event or the development of any circumstance that might render the above representation and warranty false, inaccurate or misleading.

28.9 This Agreement is made and takes effect when accepted and executed by Chick-fil-A in the State of Georgia. All rights, duties and obligations of the parties to this Agreement arising out of or relating to the subject matter of this Agreement shall be governed, construed, interpreted and enforced solely under the laws and decisions of the State of Georgia as they exist on the effective date of this Agreement and thereafter may be amended or changed from time to time (except and without reference to any conflict of law principles, rules and decisions), including without limitation all controversies, disputes and claims of any nature between the parties arising out of or relating to the validity, performance, interpretation, enforcement, termination or expiration of this Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s), which are attached to this Agreement as an exhibit, Chick-fil-A's right to enter upon and take possession of any Site, and any other aspect of the parties' agreement or relationship. The laws of the State of Georgia shall prevail and



otherwise be applied to all such disputes in the event of any conflict of laws.

28.10 The Operator acknowledges and agrees that the Operator has and will continue to develop a substantial and continuing relationship with Chick-fil-A at its offices in the State of Georgia, where Chick-fil-A's decision-making authority is vested and where its System operations are conducted and supervised. The parties to this Agreement agree that if any controversy or claim between them arises out of or relates to this Agreement or the relationship between the Operator and Chick-fil-A and results in threatened or pending litigation, then the United States District Court for the Northern District of Georgia, Atlanta Division or, if no such jurisdiction exists or the case cannot otherwise be removed or heard in such court, the Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to hear and decide such matters, each party hereby submits and consents to the jurisdiction of such courts, and each party hereby agrees to commence, conduct and conclude such matters only in such courts. The parties further acknowledge and agree that the courts identified above are convenient forums for the litigation of any controversy or claim which may arise out of or relate to this Agreement or the relationship between the Operator and Chick-fil-A, and agree not to claim, assert or argue that such courts do not have jurisdiction or are inconvenient forums. **THE OPERATOR HEREBY WAIVES ANY AND ALL OBJECTIONS TO THE EXCLUSIVE PERSONAL JURISDICTION OF THE FULTON COUNTY, GEORGIA SUPERIOR COURT AND THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA, ATLANTA DIVISION, AND FURTHER WAIVES ANY AND ALL OBJECTIONS TO THE JURISDICTION OF AND VENUE IN SUCH COURTS, IN AND FOR ALL CASES AND CONTROVERSIES RELATING TO OR ARISING OUT OF THIS AGREEMENT AND/OR THE RELATIONSHIP BETWEEN THE OPERATOR AND CHICK-FIL-A.** This exclusive choice of jurisdiction and venue provision governs except that claims for injunctive relief may be brought by Chick-fil-A in any appropriate jurisdiction where the Operator is located. This exclusive choice of jurisdiction and venue provision also shall not restrict the ability of any party to enforce any judgment, award or order in any appropriate jurisdiction or to obtain the full faith and credit of any judgment, award or order obtained.

28.11 The parties acknowledge and agree that only a court that is a court of general jurisdiction may, and under no circumstances shall a magistrate court, justice of peace court, small claims court, housing court, eviction court, dispossessory court, or any other court that is not a court of general jurisdiction, determine any controversy or claim arising out of or relating to the termination of this Agreement or Chick-fil-A's resulting right to enter upon and take possession of any Site, including but not limited to any claim or controversy regarding whether a termination of this Agreement was proper or effective under the Agreement's terms and applicable law.

**28.12 A COURT MAY AWARD INJUNCTIVE RELIEF AS WELL AS DAMAGES, BUT WILL HAVE NO AUTHORITY TO AWARD PUNITIVE OR EXEMPLARY DAMAGE.**

**28.13 THE OPERATOR AGREES TO LITIGATE ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT WITH CHICK-FIL-A ONLY ON AN INDIVIDUAL BASIS ONLY. THE OPERATOR AGREES THAT THE OPERATOR SHALL NOT CONSOLIDATE ANY DISPUTE WITH A CLAIM OF ANY OTHER FRANCHISED OPERATOR, INDIVIDUAL, OR ENTITY. THE PARTIES AGREE THAT NEITHER PARTY WILL PURSUE ANY CLASS CLAIMS IN ANY MEDIATION, ARBITRATION, OR LITIGATION FORUM AND THAT BOTH PARTIES WAIVE THE RIGHT TO PROCEED ON A CLASS-ACTION BASIS.**

**28.14 THE OPERATOR MAY SEEK DAMAGES OR ANY REMEDY UNDER LAW OR EQUITY ONLY AGAINST CHICK-FIL-A, INC. PARTNERS, SHAREHOLDERS, INDEPENDENT CONTRACTORS AND EMPLOYEES OF CHICK-FIL-A, INC., AND ITS AFFILIATES SHALL NOT BE LIABLE AND MAY NOT BE NAMED AS A PARTY AND SHALL NOT BE LIABLE IN ANY PROCEEDING COMMENCED BY THE OPERATOR IF YOUR CLAIM ARISES OUT OF OR RELATES TO THIS AGREEMENT. THE OPERATOR FURTHER AGREES THAT ALL OF THE FOREGOING PARTIES ARE INTENDED BENEFICIARIES OF THIS CLAUSE.**

**28.15 TO THE FULLEST EXTENT PERMITTED BY LAW, CHICK-FIL-A AND THE OPERATOR, RESPECTIVELY, WAIVE ANY RIGHT CHICK-FIL-A OR THE OPERATOR MIGHT HAVE TO TRIAL BY JURY ON ANY AND ALL CLAIMS ASSERTED AGAINST THE OTHER. CHICK-FIL-A AND THE OPERATOR, RESPECTIVELY, EACH ACKNOWLEDGE THAT CHICK-FIL-A AND THE OPERATOR, RESPECTIVELY HAVE HAD A FULL OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL CONCERNING THIS WAIVER, AND THAT THIS WAIVER IS INFORMED, VOLUNTARY, INTENTIONAL AND NOT THE RESULT OF UNEQUAL BARGAINING POWER.**

28.16 The captions or headings of the Sections or other subdivisions hereof are inserted only for convenience and reference and shall have no effect on the meaning of the provisions hereof. Each personal pronoun used in this Agreement, whether masculine, feminine or neuter, shall include the other genders as the context requires or permits.

28.17 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument. This Agreement shall not be effective or binding upon either party until it is accepted and executed by Chick-fil-A in Atlanta, Georgia.

28.18 Except as otherwise expressly stated in this Agreement, any consent or approval required to be obtained from Chick-fil-A may be granted by Chick-fil-A in its sole and exclusive business judgment, which may take into account and consideration Chick-fil-A's assessment of, among other things, the long term interests of the Chick-fil-A Marks and System overall. The Operator and Chick-

fil-A recognize and agree, and any court or judge is affirmatively advised, that if Chick-fil-A's activities or decisions are supported by its business judgment, neither said court, said judge nor any other person reviewing those activities or decisions should or may substitute his, her or its judgment for Chick-fil-A's judgment. In any instance in which Chick-fil-A has expressly agreed in this Agreement or is found to be required by law not to act unreasonably or to act in any particular manner notwithstanding the express terms and conditions of this Agreement, the Operator hereby agrees that Chick-fil-A will not have acted unreasonably in withholding or denying its approval or consent if, without limitation, the Operator is not in strict adherence with all of, or otherwise is in default or breach of any of, the terms and conditions of this Agreement. The Operator hereby waives any claim for damages against or liability of Chick-fil-A that the Operator may have based upon any assertion that Chick-fil-A has unreasonably withheld, unreasonably conditioned or unreasonably delayed any consent or approval requested by the Operator, and the Operator's sole remedy shall be an action or proceeding to enforce any related provision or for specific performance, injunction or declaratory judgment and Chick-fil-A shall have no liability whatsoever to the Operator for its refusal or failure to give such consent or approval. The Operator's sole remedy for Chick-fil-A being deemed to have unreasonably withheld, conditioned or delayed consent or approval in such event shall be as provided in this Section.

**EXHIBIT “A” TO FRANCHISE AGREEMENT**  
**LEASE FOR INITIAL BUSINESS**

**EXHIBIT A TO FRANCHISE AGREEMENT**

**Initial Business Lease Form**

**LEASE  
FOR CHICK-FIL-A RESTAURANT SITE**

THIS LEASE (this "Lease") for the Chick-fil-A restaurant site described in this Lease is made by and between CHICK-FIL-A, INC., a Georgia corporation, as landlord having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 ("Chick-fil-A"), and \_\_\_\_\_, a \_\_\_\_\_, as tenant (the "Operator"), and shall be effective as of the same date that the Franchise Agreement by and between Chick-fil-A and the Operator (the "Franchise Agreement"), to which this Lease is attached, is a part of and is incorporated within, becomes effective.

CHICK-FIL-A, INC., a Georgia corporation  
5200 Buffington Road  
Atlanta, Georgia 30349-2998

Witness

By: \_\_\_\_\_  
Dan T. Cathy, Chief Executive Officer

Print name: \_\_\_\_\_

(CORPORATE SEAL)

The Operator:

Witness:

\_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

Site and Business that are the subject of this Lease:

Chick-fil-A at \_\_\_\_\_  
(store name & number)

address \_\_\_\_\_

city, state \_\_\_\_\_

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This Lease is attached as an Exhibit to, is a part of and is incorporated by reference into the Franchise Agreement.

TABLE OF CONTENTS

COVER PAGE/SIGNATURES ..... 1

SECTION 1 – DEFINITIONS.....2

SECTION 2 – SITE, TERM AND USE.....3

SECTION 3 – RENT .....4

SECTION 4 – CONDEMNATION .....5

SECTION 5 – RENOVATIONS AND REMODELS .....6

SECTION 6 – DAMAGE TO SITE/ PERSONAL INJURY AND CASUALTY.....6

SECTION 7 – CHARGES BILLED TO OR PAID BY CHICK-FIL-A .....6

SECTION 8 – INSURANCE.....7

SECTION 9 – INSPECTION .....7

SECTION 10 – DEFAULT, TERMINATION AND REMEDIES .....7

SECTION 11 – HOLDOVER .....9

SECTION 12 – INDEMNIFICATION AND WAIVER .....9

SECTION 13 – SUBORDINATION.....9

SECTION 14 – GENERAL PROVISIONS .....10

EXHIBIT A            LEGAL DESCRIPTION OF THE SITE

EXHIBIT B            PRIME LEASE OR GROUND LEASE AND/OR TITLE DOCUMENTS, IF  
                                 APPLICABLE, AND OTHER RELATED DOCUMENTS

EXHIBIT C            RENT CALCULATION REPORT

EXHIBIT D            EQUIPMENT LEASE ADDENDUM

## BACKGROUND:

**A.** Chick-fil-A desires to lease the Site to the Operator, and the Operator desires to lease the Site from Chick-fil-A, subject to the terms and conditions set forth below.

**B.** Chick-fil-A's lease of the Site to the Operator is part of a set of rights granted by Chick-fil-A to the Operator under a Franchise Agreement to operate a certain quick-service food business at the Site under the trade name "Chick-fil-A" pursuant to the Franchise Agreement.

**C.** This Lease is attached as an Exhibit to, is a part of and is incorporated by reference into the Franchise Agreement.

## AGREEMENT

In consideration of the above recitals, the mutual covenants and agreements contained in this Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, hereby agree as follows:

## II. SECTION 1 – DEFINITIONS

1.1 Whenever any defined term contained in this Section 1 is more specifically described in any subsequent Section of this Lease, the more specific description shall control over any conflicting general description. Capitalized terms used but not defined in this Lease shall have the meanings ascribed to them in the Franchise Agreement.

(a) "Additional Charges and Expenses" means all sums other than Base Rent and Percentage Rent payable by the Operator under this Lease as more specifically described in Section 3.3 below.

(b) "Base Rent" is as described in Section 3 below and is more specifically described in the Rent Calculation Report attached hereto as Exhibit C and made a part of this Lease.

(c) "Building" means (i) the building now or hereafter located on the Site if the Business is a freestanding restaurant location, or (ii) the space in which the restaurant is located now or hereafter if the Business is located in a building with other occupants.

(d) "Business" means that certain quick-service food business to be operated at the Site pursuant to the Franchise Agreement.

(e) "Business Day" means any day of the year other than Sundays and Christmas Day.

(f) "Commencement Date" means the date on which the Operator begins on-site, day-to-day operation of the Business and otherwise commences discharging the Operator's obligations operating the Business pursuant to

the Franchise Agreement. Notwithstanding anything in this Lease to the contrary, if the Commencement Date has not occurred within one (1) year following the date of execution of this Lease, this Lease shall, at Chick-fil-A's option, to be exercised in its sole and exclusive business judgment, become null and void and otherwise terminate upon Chick-fil-A's written notice to the Operator.

(g) "Equipment" means the equipment and other property delivered, or to be delivered to the Site, by Chick-fil-A as described in Section 2.8 below and in the Equipment Lease Addendum attached hereto as Exhibit D and made a part of this Lease (together with any replacements of and additions or accessions to the original equipment).

(h) "Initial Term" is defined in Section 2.3 below.

(i) "Percentage Rent" is defined in Section 3 below and is more specifically described in the Rent Calculation Report attached hereto as Exhibit C and made a part of this Lease.

(j) "Permitted Use" means the use and occupancy of the Site solely for the Business during the Term, selling only such products and operating in such a manner as permitted and prescribed pursuant to the Franchise Agreement.

(k) "Rent" means Base Rent and Percentage Rent.

(l) "Requirements of Law" means all laws, statutes, ordinances, rules, orders and regulations of governmental authorities in effect from time to time, applicable to or affecting the occupancy, operation and maintenance of the Business or the Site, including without limitation, all applicable federal, state, county, municipal and local health, safety and sanitation laws, statutes, ordinances, rules, orders and regulations, wage and hours laws, zoning and building code restrictions, the Americans with Disabilities Act, fire, Environmental Laws (as defined in Section 2.10 below); and all directions of all public officers applicable to the any one or more of the Site, the Business or the Operator.

(m) "Site" means the Building and if the real property is owned by Chick-fil-A or leased by Chick-fil-A pursuant to a Ground Lease (as such term is defined below), the real property upon which the Building is situated. A legal description of the Site is set forth on Exhibit A attached to this Lease and made a part of this Lease. The Site is either: (i) owned by Chick-fil-A; (ii) leased to Chick-fil-A pursuant to a lease (a "Prime Lease"); or (iii) leased to Chick-fil-A pursuant to a ground lease (a "Ground Lease"). If Chick-fil-A owns the Site or leases the Site pursuant to a Ground Lease, Chick-fil-A then owns the Building. Any applicable Prime Lease or Ground Lease, and certain Title Documents, as well as other related documents for the Site, are attached to this Lease as Exhibit B and made a part of this Lease.

(n) "Term" is defined in Section 2.3 below.

(o) "Termination Date" of this Lease shall be the last day of the Term (as defined in Section 2.3 below) or such earlier expiration or termination of the Term pursuant to the terms and conditions of this Lease.

(p) "Title Document" means any instrument now or hereafter of record or otherwise affecting title to or use of the Site.

1.2 Chick-fil-A and the Operator incorporate into this Lease the recitals set forth above as if set forth here in full.

### III. SECTION 2 – SITE, TERM AND USE

2.1 Franchise Agreement. The Operator acknowledges and agrees that its possessory rights under this Lease are derivative of the Operator's status as an Operator under the Franchise Agreement, and that such possessory rights will terminate automatically upon the expiration or termination of the Franchise Agreement. The Operator shall comply with and perform all of the terms, conditions and covenants of the Franchise Agreement. A breach of any of the terms, conditions or covenants of the Franchise Agreement by the Operator shall constitute a breach of this Lease.

2.2 Site. Effective as of the Commencement Date, Chick-fil-A hereby grants to the Operator a lease, or a sublease if there is a Prime Lease or a Ground Lease, for use and occupancy of the Site described in this Lease, which the Operator shall use and occupy solely for the Permitted Use. The Site, as well as Operator's use and occupancy of the Site, is subject to any and all Title Documents and Requirements of Law.

2.3 Term. The Initial Term means the period of time commencing on the Commencement Date and, unless this Lease is terminated early in accordance with this Section 2.3, Section 2.1, Section 4, Section 6 or Section 10, ending on the Thirty-First day of December of the year in which the Commencement Date occurs. The Initial Term, together with any and all extensions thereof and subject to the rights for earlier termination or expiration pursuant to this Lease or the Franchise Agreement, is sometimes referred to in this Lease as the "Term." Unless this Lease or the Franchise Agreement is terminated earlier, the Term of this Lease shall be automatically extended for successive additional periods of one (1) year, unless written notice of intent not to renew either the Franchise Agreement or this Lease is given by either party hereto to the other at least thirty (30) days prior to the end of then-current Term; provided, however, that this Lease may not be renewed if the Operator does not have the right to renew the Franchise Agreement or the Franchise Agreement is otherwise not renewed. Chick-fil-A reserves the right to change the terms and conditions of this Lease upon such a renewal by giving the Operator a written notice of such changed terms and conditions at least forty-five (45) days prior to the end of the then-current Term, in which case the Operator shall have fifteen (15) days from the date of such notice to decide and to notify Chick-fil-A in writing of the Operator's decision to either renew upon the terms

offered or not renew upon the terms offered. The Operator's failure to provide timely notice to Chick-fil-A of a decision to either renew or not renew upon such changed terms and conditions shall be deemed to be an election by the Operator to terminate this Lease at the end of such Term. Notwithstanding anything in this Lease to the contrary, this Lease shall terminate automatically without any notice to the Operator (i) upon the expiration or earlier termination of the Franchise Agreement or any applicable Prime Lease or Ground Lease, as the case may be, or (ii) if and when the Operator (or as applicable, the Operator-Owner (as that term is expressly defined in the Franchise Agreement)) dies or becomes disabled to the extent that the Operator (or, as applicable, the Operator-Owner) is unable to perform any of their respective obligations under this Lease or under the Franchise Agreement.

2.4 Use. The Operator shall use and occupy the Site solely for the Permitted Use, and shall open and operate the Business only on Monday through and including Saturday each week (excluding Christmas Day) during the minimum hours as may be required under the applicable Prime Lease or Ground Lease, if any, unless otherwise limited by state or local laws and ordinances, and shall otherwise observe and abide by the Franchise Agreement, as well as Chick-fil-A's then current Minimum Standards and Guidelines as they may be modified from time to time concerning the hours of operation of the Business. The Operator shall not use, and shall not permit any person to use, any part of the Site in violation of this Lease, the Franchise Agreement, the Title Documents or Chick-fil-A's then-current Minimum Standards and Guidelines. The Operator shall keep the Site in a clean and wholesome condition, and shall repair, maintain and conduct the Business on the Site in strict compliance with this Lease and the Franchise Agreement, Chick-fil-A's then-current Minimum Standards and Guidelines, and the Title Documents and Requirements of Law, all as modified from time to time. Unless Chick-fil-A is remodeling or re-building the Site pursuant to Section 5 of this Lease, the Operator shall continuously occupy the Site during the Term and shall not vacate or abandon the Site at any time during the Term. The Operator shall use only such fixtures, furnishings, signs, other leasehold improvements and similar items and supplies (collectively, the "Leasehold Improvements") as meet all applicable then current Minimum Standards and Guidelines, and otherwise conform to the requirements of this Lease and the Franchise Agreement, unless otherwise approved in writing by Chick-fil-A in advance.

2.5 Prime Lease/Ground Lease. The Operator acknowledges that the Site may be subject to a Prime Lease or Ground Lease and the Operator further acknowledges that this Lease is subordinate to any such Prime Lease or Ground Lease. The Operator agrees to abide in all respects by the terms and conditions set forth in any such Prime Lease or Ground Lease, as the same may be amended or changed by Chick-fil-A and the prime lessor or ground lessor from time to time. Neither the Operator nor its employees, agents, contractors or invitees shall perform any act, neglect to perform any duty or fail to adhere to any standard of conduct that would constitute a violation of this Lease, any Prime

Lease or Ground Lease. It is the intent of the parties to enter into a sublease between Chick-fil-A and the Operator and not to make an assignment of the Prime Lease or Ground Lease, as the case may be, to the Operator. The parties further acknowledge that it is their intent that there be no merger of Chick-fil-A's interest in this Lease and fee title if Chick-fil-A acquires a fee interest in the Site at any time after the execution of this Lease.

2.6 Compliance With Title Documents and Requirements of Law. This Lease is subordinate to, and the Operator shall comply with, all applicable Title Documents and Requirements of Law. The Operator shall obtain, keep in full force and effect, and strictly comply with all governmental licenses and permits which may be required for the Operator's use and occupancy of the Site and operation of the Business.

2.7 Changes in Terms of Prime Lease, Ground Lease or any Title Document. The Operator hereby acknowledges and agrees that, the Operator's use and enjoyment of the Site during the Term could be restricted or changed as a result of an amendment or modification to this Lease by Chick-fil-A (including, without limitation, an amendment or modification to any one or more of the Prime Lease, the Ground Lease, the Title Documents or the Rent Calculation Report) at any time during the Term, including under Section 3.4 below. Such amendments or modifications could include, without limitation, changes to the Operator's ability or right to offer menu items, use or place signage, engage in promotions or marketing efforts, have or enjoy interior or exterior physical restaurant layouts, designs, access, driveways, parking or other premises features and matters. The Operator consents and agrees to abide by, and specifically waives and releases any claim or demand the Operator has or may have under this Lease or otherwise arising out of or relating to, any such amendments or modifications to this Lease, the Prime Lease, the Ground Lease or the Title Documents (including, without limitation, with regard to any covenants or restrictions and any final, new or substituted Rent Calculation Report). Chick-fil-A shall exercise commercially reasonable efforts to notify the Operator of any such amendment or modification impacting the Site and this Lease, but any delay or lack of such notice shall not affect the Operator's consent, agreement, waiver or release described above, or the validity or enforceability of any such amended or modified provision, as the same may be modified or amended by Chick-fil-A from time to time.

2.8 Equipment. Pursuant to the terms and conditions of this Lease and the Equipment Lease Addendum attached to this Lease as Exhibit D, which is incorporated in and made a part of this Lease by this reference, Chick-fil-A has delivered, or will deliver to the Site, the Equipment and other property described in the Equipment Lease Addendum.

2.9 Acceptance of the Site. By taking possession of the Site, the Operator acknowledges and agrees that the Operator has inspected the Site and the improvements thereon and found them to be in a safe, satisfactory, and completed condition.

2.10 Hazardous Materials. The Operator shall, at its sole cost, expense and liability, keep and maintain the Site in compliance with all local, state and federal environmental laws, ordinances, rules, regulations and orders of government authorities in effect now and in the future and all related directions of all public officers, including without limitation 42 U.S.C. §9601 et seq., 42 U.S.C. §6901 et seq., 49 U.S.C. §1801 et seq., 15 U.S.C. §2601 et seq., and local, state and federal regulations promulgated thereunder (all of the above being referred to collectively as "Environmental Laws"). During the Term, the Operator shall not use, or cause or permit any spills, discharges, or releases of, or treat, store, or dispose of, any hazardous, toxic, radioactive or polluting substances or solid waste, including without limitation any oil or petroleum products or any constituent, fraction or product thereof, any asbestos, mold, mildew, fungus or polychlorinated biphenyls, or any chemical liquids or solids (all of the above being referred to collectively as "Hazardous Materials"), provided that Operator shall be permitted to use Hazardous Materials commonly and typically used in the normal operation of the Business and such use is limited and fully complies with all applicable Environmental Laws. The Operator shall indemnify, defend and hold harmless Chick-fil-A, its officers, directors, shareholders, partners, employees, agents, contractors, lenders, successors and assigns from and against any claim, liability, loss, cost, damage, expense, response or remedial action costs (including without limitation attorneys' fees, and costs of investigation or audit) relating in any way to: (i) the presence, use, handling, or storage at, on, off, or under the Site, or any spill, discharge or release from the Site, of any Hazardous Material during the Term; or (ii) any failure of the Site to comply with any applicable Environmental Law, unless such non-compliance results from the conduct of Chick-fil-A. The above indemnity shall survive the expiration or termination of this Lease.

#### IV. SECTION 3 – RENT

3.1 Base Rent and Percentage Rent. Commencing on the Commencement Date, the Operator shall on a timely basis, as rental upon the Site, without demand and without offset or deduction of any kind pay to Chick-fil-A the Base Rent, the Percentage Rent and all other amounts as may be set forth on or contemplated by the Rent Calculation Report attached to this Lease as Exhibit C and incorporated in and made a part of this Lease by this reference. The Percentage Rent payable by the Operator to Chick-fil-A shall be calculated based on all Gross Receipts (as defined in Section 3.2 below) of the Business except as otherwise specifically set forth in the Rent Calculation Report.

3.2 Gross Receipts. "Gross Receipts" of the Business for each calendar month during the Term of this Lease shall mean the Operator's entire gross receipts with respect to the Business (excluding only sales taxes levied upon retail sales and payable over to the appropriate governmental authority) from all sales at, from or related to the Site of the Business during such calendar month, whether for cash or on a charge, credit or time basis, including but not limited to such sales and services where orders originate or are accepted by the Operator (i) at, in or away from the Site of the Business, or



(ii) from telephone, internet, online, digital platform, or other similar orders.

3.3 Additional Charges and Expenses. Commencing on the Commencement Date, the Operator shall also promptly pay when due directly to the appropriate business, governmental authority or other person or entity, or to Chick-fil-A, as determined by Chick-fil-A in its sole and exclusive business judgment, any and all costs and expenses of operating and maintaining the Site, including without limitation the following: (i) all charges, costs and expenses necessary to repair and maintain the Site in good condition and repair, including without limitation all expenses necessary for the maintenance and repair of all or any portion or component of any plumbing, electrical, HVAC, walk-in coolers, sprinkler, fire suppression, security, tel/data or other building systems; (ii) all charges, deposits and other costs for the establishment and maintenance of the utilities or other services provided or rendered in connection with the Site, including without limitation all expenses for electricity, gas, water, sewer, telephone, sanitation and waste services, and cleaning; (iii) all personal property taxes levied upon the fixtures, equipment and other improvements located on the Site; (iv) all real estate taxes and special and general assessments that are levied or assessed against the Site, including without limitation any tax which is levied or assessed against the rental, real or tangible personal property, and the Operator shall promptly reimburse Chick-fil-A for any similar tax which Chick-fil-A is required to pay or, in fact, does pay; (v) any charge or expense other than "rent" that might become due under a Prime Lease, a Ground Lease or a Title Document (including, but not limited to, service charges, common area maintenance (CAM) charges, taxes, association fees, promotion funds, advertising fees, and any other fees, dues and charges); (vi) applicable sales, use and other taxes that are levied or assessed against the Base Rent, Percentage Rent, all other amounts as may be set forth on or contemplated by the Rent Calculation Report, Additional Charges and Expenses (as defined below) and any of the Operator's other payment obligations described in this Lease; and (vii) any other charge or expense of any nature which Chick-fil-A may be required to pay by virtue of Chick-fil-A's interest in the Site (including, but not limited to, common area maintenance (CAM) charges, merchant's association's dues, promotion funds, advertising fees, utility charges, security fees, and other fees and taxes).

All of the above charges and expenses shall be deemed and collectively referred to as Additional Charges and Expenses hereunder and singularly are sometimes referred to in this Lease as an Additional Charge or Expense. The Operator agrees to provide to Chick-fil-A, if requested, copies of paid invoices and such other documentation evidencing payment of any such Additional Charge or Expense. If the Operator shall default in the payment of any obligation required to be paid by the Operator, then Chick-fil-A may, at its option, elect to pay the same together with any penalty or interest levied thereon, and the Operator shall be obligated to repay Chick-fil-A on demand for such payment as provided in Section 7 of this Lease.

3.4 Change to Rent Calculation Report. If at any time during the Term of this Lease, (i) the Building is demolished and reconstructed, (ii) the Building is refurbished or remodeled, or (iii) the Building or the Site becomes owned by Chick-fil-A after the Commencement Date, Chick-fil-A shall have the right to determine in its sole and exclusive business judgment a new Rent Calculation Report for the Site which will be substituted and attached to this Lease as a substitute Exhibit C and made a part of this Lease. Additionally, if all of the costs and expenses needed to prepare a Rent Calculation Report have not been accounted for as of the Commencement Date of this Lease, Chick-fil-A shall have the right in its sole and exclusive business judgment to prepare a final post-construction Rent Calculation Report for the Site which will be attached to this Lease as Exhibit C and made a part of this Lease. With respect to a Prime Lease or a Ground Lease that is renewed, renegotiated, amended or otherwise goes into effect after the Commencement Date, Chick-fil-A shall have the right in the exercise of its sole and exclusive business judgment to negotiate and determine the terms and conditions of such Prime Lease and/or Ground Lease. Chick-fil-A shall attach any such new, renewed, amended or modified Prime Lease and/or Ground Lease to this Lease as a substitute Exhibit B and made a part of this Lease for the prior Prime Lease and/or Ground Lease and a revised Rent Calculation Report reflecting any such new, amended or modified terms and conditions shall be substituted and attached to this Lease by Chick-fil-A as a substitute Exhibit C for the prior Rent Calculation Report and made a part of this Lease. The Operator consents and agrees to abide by any such Prime Lease, Ground Lease or Rent Calculation Report.

3.5 Method of Payment. At the election of Chick-fil-A, the payment program described under Section 14.12 of the Franchise Agreement shall apply to the Operator's payment obligations with respect to the Base Rent, Percentage Rent, all other amounts as may be set forth on or contemplated by the Rent Calculation Report, Additional Charges and Expenses and any of the Operator's other payment obligations described in this Lease, and any adjustment or increases to the Operator's payment obligations, including any adjustment or increases as provided in Section 3.4 above.

## V. SECTION 4 – CONDEMNATION

If the entire Site is condemned under eminent domain, or acquired in lieu of condemnation, this Lease shall terminate automatically without any further obligation or liability of Chick-fil-A to the Operator upon the earlier of the date when possession of the Site is required by the condemning authority, or such other earlier date as Chick-fil-A may specify in written notice to the Operator. All charges, draws, rentals, refundable deposits and all other costs and expenses by and between Chick-fil-A and the Operator as a result of the Business's operations up to such termination date will be credited, deducted and, where applicable, disbursed as otherwise set forth in this Lease and the Franchise Agreement. The Operator acknowledges and agrees that the Operator shall have no right to make a claim for the value of all or part of the Operator's interest, if any,

in the Site pursuant to this Lease or the Business by reason of any condemnation. The Operator specifically waives and releases any claims for the value of all or part of the Business, Site, Building, fixtures and other improvements on the Site whether or not installed or paid for by Chick-fil-A or by the Operator. If only a part of the Site is condemned or acquired in lieu of condemnation and Chick-fil-A determines, in the exercise of its sole and exclusive business judgment, that the operation of the Business or the Site is no longer economically feasible or desirable, Chick-fil-A may at any time elect to terminate this Lease by written notice to the Operator subject to the same terms and conditions set forth above. If Chick-fil-A does not elect to terminate this Lease upon a partial condemnation or acquisition in lieu of condemnation, subject to Chick-fil-A's receipt of condemnation proceeds in an amount sufficient to cover the cost of such repairs and alterations, Chick-fil-A shall with reasonable promptness make necessary repairs to and alterations of the improvements on the Site to restore it to a condition that will permit the continued operation of the Business.

#### **VI. SECTION 5 – RENOVATIONS AND REMODELS**

5.1 Renovations and Remodels. If at any time Chick-fil-A determines in the exercise of its sole and exclusive business judgment that the Site should be remodeled, refurbished, rebuilt or relocated, Chick-fil-A, its agents and designees shall have the right to reenter the Site and to remodel, refurbish, rebuild or relocate the Business and/or the Site, in accordance with Chick-fil-A's then-current policies and procedures for the remodeling, refurbishing, rebuilding and relocating of sites, including without limitation making such site selection and design, structural, remodeling, redecoration and other modifications and changes to the Site, Leasehold Improvements, Equipment, design and décor, trade dress, color scheme and other things as Chick-fil-A deems necessary or appropriate. Notwithstanding anything to the contrary contained in this Lease, the Operator shall permit and cooperate with Chick-fil-A and its agents and designees to coordinate and complete, any such remodeling, refurbishment, rebuilding or relocating of the Site.

5.2 Prohibition on Operator Changes. The Operator shall not make any change in, alteration of, or addition to any part of the Site, or remove any fixtures or improvements, including without limitation the Equipment and the Leasehold Improvements. All buildings and improvements and all plumbing, heating, lighting, electrical and air conditioning fixtures and equipment and all property which, as of the Commencement Date, are the property of Chick-fil-A (including without limitation the Equipment and the Leasehold Improvements) or of the fee owner of the Site, are and shall remain a part of the real estate and be considered to be leased under this Lease.

#### **VII. SECTION 6 – DAMAGE TO SITE/ PERSONAL INJURY AND CASUALTY**

6.1 Damage to Site/Personal Injury. Any damage to or loss of the Site, the Equipment, the Leasehold Improvements, any other fixtures on or improvements to the Site, or any personal property of any person or entity, as well as any and all liability of the Operator and/or Chick-fil-A for personal injury or otherwise, caused by or resulting from any one or more of (i) the acts or omissions of the Operator or (ii) the acts or omissions of the Operator's employees, agents, contractors, invitees or customers, shall be the Operator's responsibility and otherwise shall be allocated pursuant to and governed by the terms and conditions of this Lease and Section 5 of the Franchise Agreement.

6.2 Casualty. If the Site is damaged by fire or any other casualty, Chick-fil-A shall, subject to any Prime Lease, Ground Lease or other underlying lease, within a reasonable time from the date of the damage or destruction, repair or replace the Site; provided, however, that Chick-fil-A shall have the right to terminate this Lease (and, in turn, the Franchise Agreement to which this Lease is attached and a part of) by providing the Operator notice in writing of such termination, and thereupon the Term shall expire, effective the date of the casualty, and the Operator shall vacate the Site and surrender the same to Chick-fil-A within ten (10) days after receipt of such notice. Chick-fil-A also shall have the right, in its sole and exclusive business judgment, to limit its rebuild or restoration of the Site hereunder to (i) the extent of the net insurance proceeds recovered by Chick-fil-A, or (ii) Chick-fil-A's restoration obligations under the Ground Lease or Prime Lease, as applicable. The Operator hereby expressly waives and releases any and all claims against Chick-fil-A for damages in case of Chick-fil-A's failure to rebuild or restore in accordance with the provisions of this Section. The Operator's sole remedy for any such failure by Chick-fil-A to rebuild or restore shall be to elect to terminate the Franchise Agreement (which will effect a simultaneous termination of this Lease) as of the date of occurrence of the damage or destruction. If the Building and other improvements are not repaired, restored or replaced, for any reason, all proceeds of any all-risk coverage or other like insurance applicable to the Building and other permanent improvements shall be due and payable to Chick-fil-A. The Operator agrees to execute and deliver any release or other document Chick-fil-A may request for Chick-fil-A to obtain the release or control of the proceeds.

#### **VIII. SECTION 7 – CHARGES BILLED TO OR PAID BY CHICK-FIL-A**

If any Additional Charge or Expense which the Operator is obligated to pay pursuant to this Lease is initially billed to or paid by Chick-fil-A, Chick-fil-A shall have the right to rebill such charge or cost to the Operator. If Chick-fil-A rebills any such Additional Charge or Expense to the Operator, the Operator shall pay promptly the rebilled charge or cost directly to the appropriate business, governmental authority or other person or entity. If Chick-fil-A, at its election, pays any such Additional Charge or Expense on behalf of the Operator, the Operator shall

reimburse Chick-fil-A immediately upon the Operator's receipt of Chick-fil-A's written notice of having made such payment, in Chick-fil-A's sole and exclusive business judgment, either by (i) issuing Chick-fil-A a check or (ii) acknowledging and, to the extent required, approving Chick-fil-A's adjustments to the amounts owed by Chick-fil-A to the Operator or owed by the Operator to Chick-fil-A under the Franchise Agreement.

#### **IX. SECTION 8 – INSURANCE**

8.1 Required Minimum Insurance Coverage. The Operator acknowledges the insurance requirements set forth in Section 7 of the Franchise Agreement and covenants and agrees to maintain in full force and effect during the entire Term, at the Operator's own expense, insurance on the Site and for the operation of the Business as set forth and otherwise required pursuant to Section 7 of the Franchise Agreement, subject to any additional or greater coverage requirements and terms and conditions under any Prime Lease or Ground Lease. Chick-fil-A may from time to time, in its sole and exclusive business judgment, offer or require different or modified insurance programs, coverages or terms and, upon notice of such changed programs, coverages, terms or other requirements, the Operator agrees to maintain in full force and effect during the remaining Term, at the Operator's own expense, such insurance on the Site and the operation of the Business as set forth and otherwise then required pursuant to Section 7 of the Franchise Agreement.

8.2 Placement and Policies of Insurance. If the Operator fails to obtain the required insurance, Chick-fil-A may at its option, but is not obligated to, purchase such insurance, and may add the premiums paid by Chick-fil-A to the Additional Charges and Expenses. Additionally, Chick-fil-A may elect, in Chick-fil-A's sole and exclusive business judgment, and the Operator may authorize Chick-fil-A from time to time to purchase and administer the required minimum insurance on the Operator's behalf. In any event, by placing any required minimum insurance, Chick-fil-A assumes no responsibility for premium expenses nor guarantees payment for any losses sustained by the Operator.

8.3 Limited Waiver of Covered Claims. Chick-fil-A and the Operator each hereby agree and hereby waive any and all rights of recovery against each other for loss or damage occurring to the Site or any of Chick-fil-A's or the Operator's property located at the Site regardless of the cause of such loss or damage to the extent that the loss or damage is covered by the injured party's insurance or the insurance the injured party is required to carry under this Lease, whichever is greater (without regard to any deductible provision in any policy). This waiver does not apply to claims caused by a party's willful misconduct. This waiver also applies to each party's directors, officers, employees, shareholders, members and agents.

#### **X. SECTION 9 – INSPECTION**

Chick-fil-A, or its designee, shall have the right to enter and inspect the Site at any time on any Business Day,

without notice to the Operator, to insure that the Operator and all aspects of the Site thereof are in compliance with this Lease and all then current Minimum Standards and Guidelines as described and/or defined in the Franchise Agreement.

#### **XI. SECTION 10 – DEFAULT, TERMINATION AND REMEDIES**

10.1 Default. In addition to the termination provisions in Section 2.1, Section 2.3, Section 4 and Section 6 of this Lease, this Lease and the term and estate hereby granted are subject to the limitation that upon the occurrence, at any time prior to or during the Term, of any one or more Events of Default (as such term is defined below) the Operator shall be in default under this Lease and Chick-fil-A shall have the right and, at its election, may terminate this Lease pursuant to Section 10.2 below without any prejudice to any other remedy available to Chick-fil-A at law or in equity. The following events (referred to as "Events of Default") shall each be an event of default by Operator under this Lease:

(i) the Operator defaults in the payment of any installment of Rent, Additional Charges and Expenses or any other sum due under this Lease;

(ii) the Operator (or, as applicable, the Operator-Owner) defaults in any of the covenants, agreements, conditions or undertakings to be performed, observed or adhered to by the Operator (or, as applicable, the Operator-Owner) under this Lease other than the payment of Rent, Additional Charges and Expenses or any other sum due under this Lease, and other than any other Event of Default listed in this Section 10.1, and such default continues for ten (10) days after notice in writing to the Operator;

(iii) the Operator (or, as applicable, the Operator-Owner) attempts or otherwise purports to assign or encumber this Lease (or the Operator's estate or interest in this Lease or in the Site) to or to sublet or allow occupancy of the Site by a third party without the express written consent and approval of Chick-fil-A, and if applicable, of any third party landlord, contrary to Section 14.5 below;

(iv) the Operator (or, as applicable, the Operator-Owner) violates, breaches or otherwise defaults in any of the terms of the Franchise Agreement or the Franchise Agreement terminates by lapse of time or otherwise;

(v) the Operator or any of its officers, directors, members, employees, agents or contractors (including, without limitation, as applicable, the Operator-Owner) performs any act, neglects to perform any duty or fails to adhere to any standard of conduct that would constitute a violation or default (or threatens to violate or default) under the Prime Lease, the Ground Lease or any Title Document (or any document related to any of the above);

(vi) the Operator (or, as applicable, the Operator-Owner) files, or consents by answer or otherwise to the filing against Operator (or, as applicable, the Operator-Owner) of, a petition for relief or any other petition in bankruptcy, or

any proceeding in bankruptcy or under any insolvency law for liquidation, reorganization or rearrangement of the Operator's (or, as applicable, the Operator-Owner's) affairs;

(vii) the Operator (or, as applicable, the Operator-Owner) makes a general assignment for the benefit of creditors or consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of for the Operator (or, as applicable, the Operator-Owner) or of any substantial part of the Operator's (or, as applicable, the Operator-Owner's) property;

(viii) the Operator (or, as applicable, the Operator-Owner) is adjudicated or become insolvent;

(ix) a court or other governmental agency of competent jurisdiction enters an order appointing a custodian, receiver or trustee, or an officer with similar powers, with respect to the Operator (or, as applicable, the Operator-Owner) or any substantial part of the Operator's (or, as applicable, the Operator-Owner's) business or assets, or an order for relief is entered in any case for the Operator (or, as applicable, the Operator-Owner) to take advantage of any bankruptcy or insolvency law of any jurisdiction relative to the Operator (or, as applicable, the Operator-Owner), or a petition for such relief is filed against the Operator (or, as applicable, the Operator-Owner) and not dismissed or stayed within sixty (60) calendar days; or

(x) the Operator vacates or abandons the Site.

10.2 Termination. Upon the occurrence of an Event of Default as set forth in Section 10.1 above, Chick-fil-A, in the exercise of its sole and exclusive business judgment, shall have the right, upon its election, to terminate this Lease immediately and to declare the Term of this Lease ended upon giving notice thereof, without any further obligation or liability to the Operator. If this Lease is terminated under this Section 10.2 or otherwise terminates or expires, then the Franchise Agreement shall also immediately and automatically terminate or expire (i) in full if the Business at the Site is then the only Business under the Franchise Agreement, or (ii) in part as to the Business at the Site if the Business at the Site is not then the only Business under the Franchise Agreement, and at the election of Chick-fil-A, in the exercise of its sole and exclusive business judgment, as to one or more or all of any other of the Businesses operated under the Franchise Agreement, effective as of the effective date of termination or expiration of this Lease, and Chick-fil-A shall have the right to re-enter upon and take possession of the Site without further formality and without the necessity of any court action, dispossessory proceeding, or further notice or legal proceedings whatsoever. It is also expressly acknowledged and agreed by Chick-fil-A and the Operator that the termination, expiration, or revocation of the Franchise Agreement by either party for any reason, either in whole or in part, shall also terminate this Lease effective immediately, without further notice being required.

10.3 Duties Upon Termination or Expiration. Upon the termination or expiration of one or both of this Lease or the Franchise Agreement for any reason, the Operator shall (i)

immediately return to Chick-fil-A all of the Equipment; (ii) immediately pay Chick-fil-A the full amount of all sums due and owing under this Lease; (iii) remove all of Operator's personal property, if any, from the Site and shall repair any resulting damage to the Site; and (iv) quit and surrender the Site to Chick-fil-A broom clean, in good order and condition, ordinary wear and tear and damage by fire or other casualty excepted.

10.4 Duty to Vacate. The Operator shall vacate the Site of such terminated Business and return to Chick-fil-A all of the Equipment immediately upon the termination or expiration of one or both of this Lease or the Franchise Agreement, and permit the peaceable possession of the Site by Chick-fil-A or, at Chick-fil-A's election, a new authorized operator. Should the Operator fail to do so, Chick-fil-A may re-enter, expel, remove and put out the Operator and all persons occupying the Site under the Operator, using such force as may be reasonably necessary in so doing, and repossess the Site. Such re-entry and repossession shall not be deemed a forfeiture of any past due Rent or Additional Charges and Expenses to be paid hereunder and shall not terminate any covenants to be performed by the Operator during the Term of this Lease.

10.5 Irreparable Harm. The Operator acknowledges, agrees and warrants that the failure of the Operator to vacate and permit the possession of the Site by Chick-fil-A upon a termination or expiration of one or both of this Lease or the Franchise Agreement, or upon an Event of Default pursuant to the terms of one or both of this Lease or the Franchise Agreement, would result in irreparable damage and harm to Chick-fil-A that could not be adequately compensated by money damages or other remedy at law. Accordingly, in the event of the failure of the Operator to so vacate and permit the possession of the Site by Chick-fil-A upon termination or expiration of one or both of this Lease or the Franchise Agreement, or other breach of this Lease or the Franchise Agreement by the Operator, Chick-fil-A shall be entitled, if it so elects, in addition to any other remedies available to it, to immediate equitable relief therefor, including without limitation a temporary restraining order or preliminary injunction which may include an order for specific performance. If Chick-fil-A brings such an action for equitable relief, the Operator hereby waives any defense that Chick-fil-A has an adequate remedy at law.

10.6 Right to Perform for the Operator. If the Operator fails to perform any of its obligations under this Lease, Chick-fil-A, at its option, may (but is not required to) do the same or cause the same to be done, in addition to any and all other rights and remedies of Chick-fil-A. The cost incurred by Chick-fil-A in connection with such performance by Chick-fil-A shall be an additional charge due from the Operator to Chick-fil-A, together with Interest (as defined in Section 10.7 below) thereon.

10.7 Interest on Amounts Due. In the event that the Operator is past due on the payment of any amount due Chick-fil-A under this Lease, including without limitation any Rent or Additional Charges and Expenses, Chick-fil-A shall have the right at its option to require the Operator, to

the extent permitted by law, to pay interest on any such past due amount for the period beginning with the original due date for payment to the date of actual payment at an annual rate equal to the highest rate allowed by law or, if there is no maximum rate permitted by law, then a rate equal to one and one-quarter percent (1.25%) per month (“Interest”). Such Interest shall be calculated on a monthly compounding basis using the actual number of days elapsed divided by 365. Such Interest shall be in addition to any other rights or remedies Chick-fil-A may have under this Lease.

10.8 Remedies Not Mutually Exclusive. The remedies in this Lease granted to Chick-fil-A will not be exclusive or mutually exclusive, and Chick-fil-A will have such other remedies against the Operator as may be permitted in law or in equity at any time. Any exercise of a right of termination by Chick-fil-A will not be construed to eliminate any right of Chick-fil-A to damages on account of any default of the Operator, including without limitation damages for Rent and Additional Charges and Expenses otherwise due under this Lease.

10.9 Survival. The obligations of the Operator, as well as the rights of Chick-fil-A, under Sections 3, 6 and 10 through 14 (inclusive) shall survive any expiration, termination or other cancellation of this Lease.

## **XII. SECTION 11 – HOLDOVER**

The Operator shall not holdover or remain in occupancy beyond the expiration or termination of this Lease. If the Operator remains in occupancy beyond the expiration or termination of this Lease, such holdover shall be deemed a tenancy at sufferance by the Operator upon the same conditions as are provided for in this Lease (except the Operator shall be required to stop using the Marks and to de-identify the Site as required under the Franchise Agreement and applicable law) but with Base Rent and Percentage Rent for the period of such holding over being double (2x) the Base Rent and Percentage Rent last paid by the Operator during the Term of this Lease, as liquidated damages and not as a penalty, such amount being considered by both Chick-fil-A and the Operator to be a reasonable pre-estimate of Chick-fil-A’s probable monetary losses under this Lease, which are difficult or impossible to calculate at the time of the execution of this Lease. Such amounts shall be calculated on a per diem basis. Chick-fil-A’s acceptance of any Rent or liquidated damages after holding over begins shall not be deemed a renewal of this Lease nor be deemed to create a new tenancy of any kind. Neither this provision nor the acceptance of any liquidated damages hereunder shall waive Chick-fil-A’s rights of re-entry or any other rights or remedies under this Lease or the Franchise Agreement (including, but not limited to, injunctive or other equitable relief). The Operator’s obligations under this Section shall survive the expiration or other termination of this Lease. In addition, the Operator shall pay Chick-fil-A for all damages (including, but not limited to, consequential damages) sustained by reason of the Operator’s retention of possession of the Site after the end of the Term.

## **XIII. SECTION 12 – INDEMNIFICATION AND WAIVER**

12.1 Indemnification. If Chick-fil-A, or a subsequent operator of the Business or a like business on the Site is subjected to any claim, demand or penalty, or becomes a party to any suit or other judicial or administrative proceeding by reason of (i) any claimed act or omission by the Operator or the Operator’s agents, contractors or employees, (ii) any claimed violation of any Requirements of Law by the Operator or the Operator’s agents, contractors or employees, (iii) any damages allegedly resulting from a breach by the Operator of this Lease, (iv) any damages allegedly resulting from a willful misrepresentation to Chick-fil-A by the Operator or the Operator’s agents, contractors or employees, or (v) any act occurring on the Site during the Term, then the Operator shall indemnify and hold harmless Chick-fil-A and any subsequent operator of the Business or a like business against all judgments, settlements, penalties, expenses, attorneys’ fees, court costs and other costs of litigation or administrative proceedings incurred by or imposed on Chick-fil-A or any subsequent operator of the Business or a like business. At the election of Chick-fil-A or any subsequent operator of the Business or a like business, the Operator shall also defend Chick-fil-A or such subsequent operator in any action or suit in which a party claims or seeks damages or other award of the type listed above, subject to the rights of any one or more of Chick-fil-A or the subsequent operator of the Business or a like business to approve counsel selected by the Operator and the conduct and resolution of any such action or suit.

12.2 Waiver. The Operator waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which otherwise might be required to be given under any present or future law. The Operator shall not have, and hereby expressly waives, any and all rights which are or may be conferred upon the Operator by any present or future law to redeem this Lease or the Site, or to re-enter the Building or the Site, or to restore the operation of this Lease, after (i) re-entry by Chick-fil-A, (ii) any warrant to dispossess or judgment in ejection or (iii) any expiration or termination of this Lease and the Term, whether such dispossession, re-entry, expiration or termination of this Lease and the Term is by operation of law or pursuant to the provisions of this Lease. If Chick-fil-A shall acquire possession without judicial proceedings, it shall be deemed a re-entry within the meaning of that word as used in this Lease and not a technical or legal definition. In the event that Chick-fil-A elects to recover possession by invoking judicial process, the Operator acknowledges that the Site is to be used for commercial purposes, and the Operator expressly waives and relinquishes any and all protections and rights afforded a commercial tenant under Georgia law, including without limitation O.C.G.A. § 44-7-52, or any law of like import now or in the future in effect or applicable, if any.

## **XIV. SECTION 13 – SUBORDINATION**

13.1 Lease Is Subordinate. This Lease and all of the Operator’s rights, title and interest under this Lease are and

shall be subject, subordinated and inferior to the lien of any and all mortgages and other security instruments and to the rights of all parties under any sale and leaseback of the Site which Chick-fil-A or any grantee of Chick-fil-A (collectively, the "Fee Owner") has or may place upon the Site and the improvements thereon, in the same manner and to the same extent as if this Lease had been executed subsequent to the execution, delivery and recording of such mortgage or other security instruments or of the deed and lease under such sale and leaseback. Any such mortgages or other security instruments are declared to be superior to the interest of the Operator in this Lease.

13.2 Duty to Assist Sale and Leaseback Arrangements. The subordination of this Lease to any mortgage or other security instruments or to any lease under a sale and leaseback arrangement shall be automatic and self-operative, and no special instrument of subordination shall be necessary. Without limiting such automatic and self-operative subordinations, however, the Operator will, on demand, execute without expense to the Fee Owner, any and all instruments that Fee Owner may deem necessary to evidence the subordination of this Lease and all rights in this Lease to the lien of any such mortgage or to any such lease under a sale and leaseback arrangement.

13.3 Duty to Provide Written Instruments. The Operator shall, without charge, within ten (10) days after request (time being of the essence) by Chick-fil-A, any holder of a mortgage or other security interest encumbering the Site, the prime landlord or the ground lessor, deliver a written instrument to the requesting party, certifying to the requesting party and any other party designated by such requesting party: (i) that this Lease is unmodified and in full force and effect or, if there has been any modification, that this Lease is in full force and effect as modified by any such modifications; (ii) whether the Term of this Lease has commenced, Rent has become payable thereunder, and the Operator has accepted possession of the Site; (iii) whether the Operator has any defenses or offsets against the enforcement of any of the terms of this Lease and any modification of this Lease, and, if so, specifying the same; (iv) the dates to which the Base Rent, Percentage Rent, Additional Charges and Expenses, and other charges under this Lease, have been paid; (v) whether or not Chick-fil-A is in default of its obligations hereunder and whether the Operator has made any claim against Chick-fil-A under this Lease, and if so, the nature thereof and the dollar amount, if any, of such claim; (vi) that the Site is used only for the purpose set forth in this Lease and is not in violation of any Requirements of Law; and (vii) to such other matters as the requesting party may reasonably request.

## **XV. SECTION 14 – GENERAL PROVISIONS**

14.1 Notice. All notices provided for in this Lease shall be in writing and deemed to have been delivered on the day of hand-delivery, overnight delivery or three (3) days after being sent by registered or certified mail, if sent from the United States, or by the equivalent thereof if sent from any other country or jurisdiction, return receipt requested, addressed to the party to be served at the following address:

If to Chick-fil-A:

Chick-fil-A, Inc.  
5200 Buffington Road  
Atlanta, Georgia 30349-2998  
Attn: Legal Department - Notices

If to Operator:

At the address set forth on the signature page of this Lease or otherwise then in effect as the Notice address under this Lease. With a copy to the address set forth on the signature page of the Franchise Agreement or otherwise then in effect as the notice address under the Franchise Agreement if such address is not the same notice address required under this Lease.

Or to such other address as may be designated by either party in a written notice to the other party.

14.2 Amendment. This Lease may not be amended, supplemented or otherwise modified orally or by any course of dealing or performance and shall only be deemed amended, supplemented or otherwise modified by a further agreement in writing duly executed and delivered by Chick-fil-A and the Operator; provided, however, Chick-fil-A may amend or modify this Lease and its Exhibits from time to time as expressly provided for in this Lease. No attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

14.3 No Waiver. No failure by either party to this Lease, at any time, or from time to time, to enforce the strict keeping and performance of any term or condition of this Lease, nor any action or course of dealing or performance not consistent with the terms and conditions of this Lease, shall constitute a waiver of any such, or any other, term or condition at any future time and shall not prevent such party from insisting on the strict keeping and performance of such, and all other, terms and conditions at the same and all later times. The rights in this Lease to receive, collect or sue for any Rent, Additional Charges and Expenses, monies or payments, or to enforce the terms, covenants, provisions and conditions of this Lease, or to prevent the breach or non-observance thereof, or to exercise any right or remedy in this Lease, shall not in any way affect the right or power of Chick-fil-A to declare the Term ended and to terminate this Lease because of any default in or breach of any of the terms, covenants, provisions or conditions of this Lease. No failure by either party to declare a default immediately upon its occurrence, nor any delay by either party in taking action for a default, nor Chick-fil-A's acceptance of Rent, Additional Charges and Expenses or other amounts due with knowledge of a default by the Operator, shall constitute a waiver of the default, nor shall it constitute an estoppel. No payment by the Operator or receipt by Chick-fil-A of an amount less than the Rent and Additional Charges and Expenses required hereunder shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any

check or payment as rent be deemed an accord and satisfaction. Chick-fil-A may accept such check or payment without prejudice to Chick-fil-A's right to recover the balance of such rent and other charges and expenses or to pursue any other remedy provided for in this Lease. Chick-fil-A may at its option use the program established and administered from time to time pursuant to Section 14.12 of the Franchise Agreement to accomplish the payment and retention of all amounts due Chick-fil-A and third-parties pursuant to this Lease.

14.4 Severability. Each and every provision of this Lease is severable, and invalidity of one or more provisions shall not, in any way, affect the validity of this Lease or any other provision of this Lease. If any material term of this Lease is stricken or declared invalid, Chick-fil-A reserves the right to terminate this Lease at its option and in its sole and exclusive business judgment. Should any provision of this Lease require judicial interpretation, the terms of this Lease shall not be more strictly construed against either party.

14.5 Assignment. The Franchise Agreement and this related Lease, and the franchise that is the subject thereof, were offered and granted by Chick-fil-A to the individual Operator *personally* who is the original signatory to the Franchise Agreement, were offered and granted at the conclusion of Chick-fil-A's operator selection process and in reliance on such individual's personal qualifications, experience, aptitude and the other qualifications and selection criteria described in Section 26.2(c) of the Franchise Agreement as evaluated by Chick-fil-A. Except as expressly provided under Section 21 of the Franchise Agreement and this related Lease, neither this Lease nor the Operator's estate or interest in this Lease may be accepted by any other person, heir, successor, partnership, corporation, limited liability company or other entity, or transferred by assignment, will or operation of law.

The Operator and, as applicable, the Operator-Owner shall not without the express written consent and approval of Chick-fil-A:

- (i) assign or permit to be assigned this Lease or the Operator's estate or interest in this Lease or in the Site to any person or entity;
- (ii) sublet the Site, or mortgage, pledge or otherwise encumber the Operator's interest in this Lease or the Site; or
- (iii) permit or facilitate in any way occupancy of the Site by any person or entity other than the Operator.

The transfer (or transfers in the aggregate) of an interest in the Franchise Agreement or the Operator (if Operator is an entity) shall be deemed an attempted assignment of this Lease and is strictly prohibited hereunder.

Any attempted assignment of this Lease (or the Operator's estate or interest in this Lease or in the Site) or sublet by the Operator shall be void and of no force or effect, and no

purported assignment or sublet shall release the Operator from any of its obligations under this Lease. Chick-fil-A has the right to assign this Lease to any person or entity in its sole and exclusive business judgment, and the benefits and obligations of Chick-fil-A hereunder shall inure to and be binding upon any such assigns. The covenants and obligations of the Operator hereunder shall extend to and be binding upon the administrators, executors, heirs, and assigns and successors of the Operator and, as applicable, the Operator-Owner, provided, however, that any such purported assignee shall not receive the benefits of this Lease unless Chick-fil-A has consented in writing to such purported assignment, which consent Chick-fil-A may withhold for any reason whatsoever in its sole and exclusive business judgment under this Lease and pursuant to the terms and conditions of the Franchise Agreement.

14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. No other representations or statements of any kind have induced the Operator to sign this Lease except that the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Lease (the "FDD"). No representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD were made by either party and none shall have any effect with reference to this Lease. No officer, employee, or other servant or agent of Chick-fil-A is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

14.7 Effectiveness; Time is of Essence; Independent Contractor. This Lease shall not become valid against either party hereto until it has been executed by the Operator and accepted and executed by Chick-fil-A in the State of Georgia. TIME IS OF THE ESSENCE with respect to the due performance of the terms, covenants and conditions contained in this Lease, provided, however, that no delay or failure to enforce any of the provisions contained in this Lease and no conduct or statement shall waive or affect any of Chick-fil-A's rights hereunder. The Operator shall have no authority, express or implied, to act as agent of Chick-fil-A or any of its affiliates for any purpose. The Operator is, and shall remain, an independent contractor responsible for all obligations and liabilities, directly or indirectly, resulting from the operation of the Business located on the Site. All agreements, covenants and indemnifications contained in this Lease or made in writing pursuant to the terms of this Lease by or on behalf of the Operator shall be deemed

material and shall survive expiration or sooner termination of this Lease.

14.8 Governing Law. This Lease is made and takes effect when accepted and executed by Chick-fil-A in the State of Georgia. All rights, duties and obligations of the parties hereto arising out of or relating to the subject matter of this Lease shall be governed, construed, interpreted and enforced solely under the laws and decisions of the State of Georgia as they exist on the effective date of this Lease and thereafter may be amended or changed from time to time (except and without reference to any conflict of law principles, rules and decisions), including without limitation all controversies, disputes and claims of any nature between the parties arising out of or relating to the validity, performance, interpretation, enforcement, termination or expiration of this Lease or any related lease or sublease under this Lease, Chick-fil-A's right to enter upon and take possession of any Site, and any other aspect of the parties' agreement or relationship. The laws of the State of Georgia shall prevail and otherwise be applied to all such disputes in the event of any conflict of laws.

**14.9 WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, CHICK-FIL-A AND THE OPERATOR HEREBY WAIVE TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS LEASE, THE RELATIONSHIP OF CHICK-FIL-A AND THE OPERATOR, THE OPERATOR'S USE OR OCCUPANCY OF THE SITE, AND/OR ANY OTHER CLAIMS, AND ANY EMERGENCY STATUTORY OR ANY OTHER STATUTORY REMEDY WITH RESPECT THERETO.** If Chick-fil-A commences any summary proceeding, or any other proceeding or action to recover possession of the Site, the Operator hereby waives the provisions of any law relating to notice and/or delay in levy of execution for possession or any law of like import now or hereafter in effect. The Operator shall not interpose any counterclaim or claim for set-off of whatever nature or description in any such action or proceeding, except for statutory mandatory counterclaims.

14.10 Venue. The Operator has and shall continue to develop a substantial and continuing relationship with Chick-fil-A at its offices in the State of Georgia, where Chick-fil-A's decision-making authority is vested and where its System operations are conducted and supervised. If any controversy or claim between the parties arises out of or relates to this Lease or the relationship between the Operator and Chick-fil-A and results in threatened or pending litigation, then the United States District Court for the Northern District of Georgia, Atlanta Division or, if no such jurisdiction exists or the case cannot otherwise be removed or heard in such court, the Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to hear and decide such matters, each party hereby submits and consents to the jurisdiction of such courts, and each party shall commence, conduct and conclude such matters only in such courts. The parties further acknowledge and agree that the Superior Court of Fulton County, Georgia or the United States District Court for the Northern District of Georgia, Atlanta Division

identified above are convenient forums for the litigation of any controversy or claim which may arise out of or relate to this Lease or the relationship between the Operator and Chick-fil-A, and agree not to claim, assert or argue that such courts do not have jurisdiction or are inconvenient forums. The Operator hereby waives any and all objections to the exclusive personal jurisdiction of the Fulton County, Georgia Superior Court and the United States District Court for the Northern District of Georgia, Atlanta Division, and further waives any and all objections to the jurisdiction of and venue in such courts, in and for all cases and controversies relating to or arising out of this Lease and/or the relationship between the Operator and Chick-fil-A. This exclusive choice of jurisdiction and venue provision governs except that claims for injunctive relief may be brought by Chick-fil-A in any appropriate jurisdiction where the Operator is located. This exclusive choice of jurisdiction and venue provision also shall not restrict the ability of any party to enforce any judgment, award or order in any appropriate jurisdiction or to obtain the full faith and credit of any judgment, award or order obtained.

14.11 Court of General Jurisdiction. Only a court that is a court of general jurisdiction may, and under no circumstances shall a magistrate court, justice of peace court, small claims court, housing court, eviction court, dispossessory court, or any other court that is not a court of general jurisdiction, determine any controversy or claim arising out of or relating to the termination of this Lease or Chick-fil-A's resulting right to enter upon and take possession of the Site, including but not limited to any claim or controversy regarding whether a termination of this Lease was proper or effective under this Lease's terms and applicable law.

14.12 Recordation. The Operator shall not record this Lease or any notice, memorandum or short-form version of this Lease without the prior written consent of Chick-fil-A. If Chick-fil-A desires to record any notice, memorandum or short form version of this Lease, the Operator shall promptly execute the same upon request.

14.13 Counterparts. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

14.14 Force Majeure. Whenever a period of time is prescribed for the taking of an action by Chick-fil-A or the Operator (other than the payment of Rent or Additional Charges and Expenses, the Operator's payment of any monetary amount or the Operator's performance of any obligation that can be satisfied by the payment of a commercially reasonable amount of money), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of the performing party ("Force Majeure"). The above Force Majeure provision shall not apply to, or result in, an extension of the Term of this Lease nor apply to any of Operator's obligations to



vacate the Building and the Site upon the expiration or earlier termination of the Term, nor any other obligations under Sections 10 and 11 of this Lease. The Operator may not rely on the above Force Majeure provision unless it notifies Chick-fil-A of the occurrence of a Force Majeure event within ten (10) days following its occurrence.

14.15 No Encumbrances. Nothing in this Lease shall authorize the Operator to do any act which shall in any way encumber the interest or estate of Chick-fil-A or the estate of Fee Owner in the Site if Chick-fil-A is not the Fee Owner. The Operator shall not permit the Site to become subject to any claim by lien or encumbrance, and the Operator shall immediately pursue in good faith its legal remedies to remove a lien on the Site. If any lien is filed against the Site or the Operator's interest in this Lease, at Chick-fil-A's option, the Operator shall either pay the amount of the lien in full or shall provide for a non-cancelable bond acceptable by Chick-fil-A, in an amount deemed sufficient by Chick-fil-A to protect the interest of Chick-fil-A and any mortgagee or holder of other security interest from any loss resulting from such lien.

14.16 Standard for Consent. Except as otherwise expressly stated in this Lease, any consent or approval required to be obtained from Chick-fil-A may be granted by Chick-fil-A in its sole and exclusive business judgment, which may take into account and consideration Chick-fil-A's assessment of, among other things, the long term interests of the Chick-fil-A Marks, the Site and the System overall. The Operator and Chick-fil-A recognize and agree, and any court or judge is affirmatively advised, that if Chick-fil-A's activities or decisions are supported by its business judgment, neither said court, said judge nor any other person reviewing those activities or decisions should or may substitute his, her or its judgment for Chick-fil-A's judgment. In any instance in which Chick-fil-A has expressly agreed in this Lease or is found to be required by law not to act unreasonably or to act in any particular manner notwithstanding the express terms and conditions of this Lease and/or the Franchise Agreement, the Operator hereby agrees that Chick-fil-A will not have acted unreasonably in withholding or denying its approval or consent if, without limitation, the Operator is not in strict adherence with all of, or otherwise is in default or breach of any of, the terms and conditions of this Lease and/or the related Franchise Agreement. The Operator hereby waives any claim for damages against or liability of Chick-fil-A that the Operator may have based upon any assertion that Chick-fil-A has unreasonably withheld, unreasonably conditioned or unreasonably delayed any consent or approval requested by the Operator, and the Operator's sole remedy shall be an action or proceeding to enforce any related provision or for specific performance, injunction or declaratory judgment and Chick-fil-A shall have no liability whatsoever to the Operator for its refusal or failure to give such consent or approval. The Operator's sole remedy for Chick-fil-A being deemed to have unreasonably withheld, conditioned or delayed consent or approval in such event shall be as provided in this Section.

14.17 The Article and Section headings in this Lease are included for convenience of reference only and will not constitute a part of this Lease for any other purpose.

**Exhibit A to Lease**

LEGAL DESCRIPTION OF THE SITE

**Exhibit B to Lease**

PRIME LEASE OR GROUND LEASE AND/OR TITLE DOCUMENTS, IF APPLICABLE, AND  
OTHER RELATED DOCUMENTS

**Exhibit C to Lease**

RENT CALCULATION REPORT

**Exhibit C to Lease**

RENT CALCULATION REPORT  
(store #) – (store name)

Base Rent Payable as of the Commencement Date

	\$
Lease Acquisition Cost	_____
Building Shell Cost	\$ _____
Misc. Cost Adjustments	\$ _____
	_____
Total Cost Basis	\$ _____
Total Cost Basis x __%	\$ _____
Annual Ground Lease Base Rent Payable as of the Commencement Date	\$ _____
Additional Lease/License Costs	\$ _____
	_____
<b>Annual Base Rent Payable to Chick-fil-A, Inc. as of the Commencement Date</b>	\$ _____
<b>Monthly Base Rent Payable to Chick-fil-A, Inc. as of the Commencement Date</b>	\$ _____
 <u>Percentage Rent Payable as of the Commencement Date</u>	
<b>Annual Percentage Rent Breakpoint as of the Commencement Date</b>	\$ _____
<b>Percentage of Gross Receipts Payable Above Breakpoint</b>	\$ _____

## Additional Notes:

### Ground Lease and Calculation of Base Rent and Percentage Rent

This Site is subject to an underlying Ground Lease (attached as Exhibit "B" hereto), under which the ground lessee is Chick-fil-A or a wholly-owned subsidiary of Chick-fil-A. The calculation of monthly Base Rent for this Site can generally be explained as follows -- the total amount invested by Chick-fil-A or its wholly-owned subsidiary in the acquisition of the land (including title premiums, endorsements, recording fees and other such costs incurred) is added to the amounts invested by Chick-fil-A or its wholly-owned subsidiary for a building shell, then the sum is multiplied by a finance factor. The product is then added to the total rent under the Ground Lease, and that sum is divided by twelve; provided, however, the monthly Base Rent could increase when and if, among other things, the final costs for the development of the Site and Building are determined or the rent or other charges under the Ground Lease increases.

To the extent the calendar year-to-date Gross Receipts (as such term is defined in Section 3.2 of this Lease) of your franchised Chick-fil-A restaurant business exceed the Year-To-Date Percentage Rent Breakpoint (as such term is defined below), you will be obligated to pay Chick-fil-A Percentage Rent in the amount of six percent (6%) of all Gross Receipts over the Year-To-Date Percentage Rent Breakpoint. For the purposes of this Rent Calculation Report, Year-To-Date Percentage Rent Breakpoint shall mean the Annual Percentage Rent Breakpoint prorated on a daily basis for the number of days that have elapsed in any given calendar year.

### Ground Lease

The underlying Ground Lease for this Site is subject to amendment, renewal and/or renegotiation with the ground lessor for the Site during the term of your Franchise Agreement and this Lease. As a result, your monthly Lease payments to Chick-fil-A could change, including, without limitation, the calculation of Base Rent, Percentage Rent, and Additional Charges and Expenses (as such term is defined in Section 1 and as more specifically described in Section 3.3 of this Lease) (which include, without limitation, taxes, common area maintenance (CAM) charges, and other additional or extra charges and rents).

### Commencement Date

Your actual Commencement Date may vary from the projected Commencement Date. The projected Commencement Date may not necessarily be during the first year of the term under the Ground Lease or any other applicable document. Base Rent and Percentage Rent terms may increase, decrease or otherwise change if the actual Commencement Date varies from the projected Commencement Date and/or in accordance with the terms and provisions of the Franchise Agreement and this Lease (which incorporates the Ground Lease).

### Franchise Agreement and Lease Control

The notes are added as a summary explanation. You should refer to the Franchise Agreement and this Lease (and specifically the Ground Lease attached as Exhibit "B" to this Lease) to review specific terms and provisions. In the event of a conflict or inconsistency between the information provided in this Rent Calculation Report or this Lease, the terms of this Lease shall govern and control.

**Exhibit D to Lease**

EQUIPMENT LEASE ADDENDUM

## **Exhibit D to Lease**

### **EQUIPMENT LEASE ADDENDUM**

#### **Equipment Lease for \_\_\_\_\_ Restaurants**

1. Chick-fil-A rents to the Operator, and the Operator rents from Chick-fil-A, commencing on the Commencement Date, upon the terms and conditions set forth herein, the Equipment listed on Schedule 1 attached to this Equipment Lease Addendum and made a part of this Equipment Lease Addendum (together with any replacements of and additions or accessions to the original equipment). The Operator agrees that Chick-fil-A shall have the right, in its sole and exclusive business judgment, to substitute comparable Equipment for that which is listed on Schedule 1. The Operator shall keep and maintain the Equipment only at the Site, unless otherwise approved in writing by Chick-fil-A, may use the Equipment only in connection with the Operator's operation of the Business at the Site, shall service and repair the Equipment in order to maintain the Equipment's appearance and good working condition, and shall not make any changes, alterations or additions thereto without the prior written consent of Chick-fil-A, all in accordance with Chick-fil-A's then current Minimum Standards, Guidelines and other policies and procedures as may be amended by Chick-fil-A from time to time. In servicing and repairing the Equipment, the Operator shall solely use suppliers and vendors that demonstrate the ability to meet Chick-fil-A's then current Minimum Standards and Guidelines for such items and that possess adequate quality controls, experience and capacity to service and repair the Equipment and otherwise supply the Operator's needs promptly, accurately and reliably. In the exercise of Chick-fil-A's sole and exclusive business judgment, Chick-fil-A may deliver used Equipment to the Site or leave Equipment at the Site which had been used at the Site prior to the date of this Lease.

2. Commencing on the Commencement Date, the Operator shall pay to Chick-fil-A, in Atlanta, Georgia, a monthly rental for the Equipment based on its then current fair market rental which Chick-fil-A has in its sole and exclusive business judgment initially determined to be \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_.00) (the "Equipment Rental"). Chick-fil-A shall have the right from time to time to re-determine the Equipment Rental in its sole and exclusive business judgment based on the then current fair market rental value for the Equipment due to additions, subtractions, and modifications to the Equipment, market factors, inflation, passage of time or otherwise, and to update the Equipment Rental to an amount based on the then determined, current fair market rental, which will be set forth in a revised Equipment Lease Addendum and substituted and attached to this Lease as Exhibit D and made a part of this Equipment Lease Addendum. At Chick-fil-A's election, the program described in Section 14.12 of the Franchise Agreement shall apply to the Operator's payment obligations described in this Equipment Lease Addendum with respect to the Equipment and any other payment obligations of the Operator hereunder, and any adjustment or increases thereto.

3. Commencing on the Commencement Date, the Operator shall timely pay directly to the appropriate business, governmental entity or other person or entity any and all costs and expenses of operating and maintaining the Equipment for the Business during the Term of the Lease, including without limitation the following:

- (i) all charges, costs and expenses necessary to maintain the Equipment in good condition, ordinary wear and tear excepted;
- (ii) all taxes, levies and charges assessed against the Equipment and/or against the Operator or Chick-fil-A in respect of the Equipment, including but not limited to any property tax or any sales or use tax assessed on the Equipment Rental; and
- (iii) all charges and costs of all ordinary repairs to the Equipment.

4. If in the sole and exclusive business judgment of Chick-fil-A any Equipment becomes worn out due to normal wear and tear and such Equipment cannot reasonably be repaired, then Chick-fil-A will replace such Equipment at its own expense. The Operator is responsible for and must replace at the Operator's own expense any and all equipment or other items not listed on Schedule 1 but used in the operation of the Business, as and to the extent such equipment and other items become worn out.



## Schedule 1 to Exhibit D to Lease

### LIST OF EQUIPMENT

#### Beverage & Ice Cream

- Beverage dispensing system (drink towers, carbonators, and regulators)
- Beverage bag-in-box system & rack
- Coffee brewer(s)
- Tea brewer(s)
- Lemonade dispenser(s)
- Lemon juicer (Sunkist model only)
- Ice cream machine(s)
- Refrigerated milkshake base dispenser
- Water filtration system (not at all Restaurants)
- Bulk CO2 tank (not at all Restaurants)
- Water Booster Pump (not in all Restaurants)
- Reverse osmosis/softener water system (not in all Restaurants)

#### Cooking

- Clamshell Grill
- Open fryers
- Pressure fryers
- Radiant/Conveyor toaster (not in all Restaurants)
- Contact bun toaster
- Exhaust hoods (varying sizes)
  - Ansul fire suppression system
  - Rooftop exhaust fan(s)
- Convection oven(s)
- Griddle(s) (not at all Restaurants)
- Hotplates (not at all Restaurants)
- Thermalizer (not at all Restaurants)

#### Food Prep & Holding

- Centerline table(s) (not at all Restaurants)
- Electronic holding timer
- Wire storage shelving, upright and wall (per layout)
- Hot holding systems
  - Food holding station
  - Chicken warming station(s)
  - Single and/or double warming drawer(s)
  - Biscuit holding cabinet(s)
  - Waffle fry warming station
  - Food warming chute
  - Multi-use holding cabinet
- Soup warmer
- Sinks (varies per layout)
  - Hand sink
  - Three or four compartment sink
  - Vegetable Prep Sink
- Chicken transfer station (not at all Restaurants)
- Stainless steel worktable(s)
- Mixer, 20 quart (floor or table)
- Mixer table (not in all Restaurants)

- Undercounter refrigerator(s)
- Undercounter freezer(s) (not in all Restaurants)
- Reach-in refrigerator(s)
- Reach-in freezer(s)
- Refrigerated display case(s) (not at all Restaurants)
- Breading table
- Salad prep table (not at all Restaurants)
- Thawing refrigerator(s)
- Quick chiller (not at all Restaurants)
- Refrigerated cold rail (not all Restaurants)
- Ice storage bin
- Ice machine(s)
- Walk-in cooler and freezer

#### Accessories & Fixtures

- Safe
- Seating -chairs, tables & booths package (not at all Restaurants)
- Drive-thru communications system (not at all Restaurants)
- Music system (dining room or outside) (not at all Restaurants)
- Menu boards (interior & exterior)
- Desk (Primary Office)
- Air curtain (drive thru & back door)
- Outdoor trash receptacle(s) (not at all Restaurants)
- Outdoor seating & umbrellas (not at all Restaurants)
- Outdoor playground equipment (not at all Restaurants)
- Indoor playground equipment (not at all Restaurants)
- Trash cart
- Outdoor trash compactors (not at all Restaurants)
- Security system (not at all Restaurants)
- Point of sale system (Registers, kitchen display system(s), cash drawer(s), receipt printer(s), and server)
- Back office computer and check printer and network equipment
- Shelving package
- Lockers
- Pressure Washer (not at all Restaurants)
- Image panels (not in all Restaurants)
- TV/DVD player (For Training purposes)
- Dishwasher (not at all Restaurants)
- Snow Blower (not at all Restaurants)

Updated 3/25/2020

#### Refrigeration

**EXHIBIT “B” TO FRANCHISE AGREEMENT**  
**CHICK-FIL-A TRADEMARKS**

**EXHIBIT “B” TO FRANCHISE AGREEMENT**

**CHICK-FIL-A TRADEMARKS**

The following trademarks are presently registered on the principal register of the United States Patent and Trademark Office:

Mark	Registration Number	Registration Date*
C logo	4,213,524	09/25/2012
C logo	2,298,157	12/07/1999
C (Stylized) (Red)	2,341,163	04/11/2000
Cropped C Logo	5,750,250	05/14/2019
Cropped C Logo (Red)	5,750,424	05/14/2019
Chick-fil-A	1,209,211	09/14/1982
Chick-fil-A (Stylized)	1,065,507	05/10/1977
Chick-fil-A (Red) (Stylized)	2,335,546	03/28/2000
Chick-fil-A Chick-N-Strips	1,958,706	02/27/1996
Chick-fil-A Kids (and design)	4,304,774	03/19/2013
Chick-fil-A One	5,863,299	09/17/2019
Chick-fil-A Waffle Potato Fries	2,258,869	07/06/1999
Chick-n-Minis	5,721,403	04/09/2019
Cool Wrap	2,415,376	12/26/2000
Cow Appreciation Day	3,372,804	01/22/2008
Eat Mor Chikin	2,010,233	10/22/1996
Eat Mor Chikin (and design)	2,538,070	02/12/2002
First 100	3,906,613	01/18/2011
Home of the Original Chicken Sandwich	2,969,991	07/19/2005
Icedream	1,273,752	04/10/1984
Kneeling Cow Design	2,468,762	07/17/2001
One Design (horizontal)	5,863,203	09/17/2019
One Design (vertical)	5,984,552	02/11/2020
Standing Cow Design	2,463,183	06/26/2001
We Didn’t Invent the Chicken, Just the Chicken Sandwich	1,981,126	06/18/1996

\* Any required affidavits and renewals pertaining to these Marks have been filed.

**EXHIBIT “C” TO FRANCHISE AGREEMENT**

**CHICK-FIL-A MENU OFFERINGS**

## EXHIBIT “C” TO FRANCHISE AGREEMENT

### CHICK-FIL-A MENU OFFERINGS

Chick-fil-A® Chicken Sandwich  
Chick-fil-A® Chicken Deluxe Sandwich  
Chick-fil-A® Spicy Chicken Sandwich  
Chick-fil-A® Spicy Chicken Deluxe Sandwich  
Chick-fil-A® Grilled Chicken Sandwich  
Chick-fil-A® Grilled Chicken Club Sandwich  
Chick-fil-A Chick-n-Strips®  
Chick-fil-A® Nuggets  
Chick-fil-A® Grilled Nuggets

#### Wrap

Grilled Chicken Cool Wrap®

#### Beverages

Chick-fil-A® Lemonade  
Chick-fil-A® Diet Lemonade  
Coca-Cola® Soft Drinks (Required: Coke, Diet Coke, Coke Zero Sugar, Sprite, Hi-C)  
Dr. Pepper® Soft Drinks (Required: Dr. Pepper, Diet Dr. Pepper)  
Iced Tea - Sweetened  
Iced Tea - Unsweetened  
Milk  
Chocolate Milk  
Chick-fil-A® Coffee, sourced by THRIVE Farmers  
Chick-fil-A® Iced Coffee  
Simply Orange  
Honest Kids Appley Ever After Juice Drink  
DASANI Bottled Water

#### Desserts

Chocolate Chunk Cookie  
Icedream®  
Chocolate Milkshake  
Strawberry Milkshake  
Vanilla Milkshake  
Cookies-&-Cream Milkshake  
Chick-fil-A® Frosted Lemonade  
Chick-fil-A® Frosted Diet Lemonade  
Chick-fil-A® Frosted Coffee

\* May not be offered in all locations.

#### Side Items

Chick-fil-A Waffle Potato Fries®  
Kale Crunch  
Mac & Cheese  
Side Salad  
Chicken Soup  
Fruit Cup  
Greek Yogurt Parfait  
Cinnamon Applesauce (Buddy Fruits®)  
Chick-fil-A® Waffle Potato Chips

#### Salads

Chick-fil-A® Cobb Salad  
Chick-fil-A® Spicy Southwest Salad  
Chick-fil-A® Grilled Market Salad

#### Breakfast

Chick-fil-A® Chicken Biscuit  
Chick-fil-A® Spicy Chicken Biscuit\*  
Plain Biscuit  
Chick-fil-A Chick-n-Minis™  
Egg White Grill  
Chicken, Egg & Cheese on Sunflower Multigrain Bagel  
Sunflower Multigrain Bagel  
Chicken Hash Brown Scramble Bowl  
Sausage Hash Brown Scramble Bowl  
Chicken Hash Brown Scramble Burrito  
Sausage Hash Brown Scramble Burrito  
Hash Browns  
Bacon, Egg & Cheese Biscuit  
Bacon & Egg Biscuit  
Bacon Biscuit  
Sausage, Egg & Cheese Biscuit  
Sausage & Egg Biscuit  
Sausage Biscuit  
Egg Biscuit

#### Catering

Chilled Grilled Chicken Sub Sandwich  
Chick-fil-A® Waffle Potato Chips

[chick-fil-a.com/Food/Menu](http://chick-fil-a.com/Food/Menu)

**ADDENDA “1-A” AND “1-B” TO FRANCHISE AGREEMENT**  
**ADDITIONAL BUSINESS AMENDMENTS FOR TRADITIONAL UNIT**

**ADDENDUM "1-A" TO FRANCHISE AGREEMENT**

**ADDITIONAL BUSINESS AMENDMENT FOR TRADITIONAL UNIT**  
**(Sole Proprietorship)**

**THIS ADDITIONAL BUSINESS AMENDMENT FOR TRADITIONAL UNIT** (this "Amendment") is made and shall be effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between CHICK-FIL-A, INC., a Georgia corporation, having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 ("Chick-fil-A"), and its franchisee, \_\_\_\_\_ (the "Operator").

**BACKGROUND**

A. On or about \_\_\_\_\_, Chick-fil-A, Inc. and the Operator entered into a Franchise Agreement with its attached Lease relating to the licensing and operation of the Chick-fil-A at \_\_\_\_\_, (address) (the "Agreement").

B. Pursuant to the terms of the Agreement, Chick-fil-A and the Operator desire to amend and otherwise reaffirm the terms of the Agreement pursuant to the terms and conditions of this Amendment, including the designation of an Additional Business described in this Amendment to be operated under the Agreement, and to otherwise continue their respective performance under the Agreement.

**AGREEMENT**

**IN CONSIDERATION OF THE ABOVE** recitals, the mutual promises, covenants and agreements contained in this Amendment, as well as in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, agree as follows:

1. Pursuant to Section 2.6 of the Agreement, and subject to the terms and conditions of the Agreement as amended by this Amendment, Chick-fil-A licenses and grants the right to the Operator, and the Operator hereby accepts the license and grant and agrees, to operate the Additional Business at the following address:

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

2. Pursuant to Section 2.6 of the Agreement, the date on which the Agreed Term begins for the Additional Business shall be the date first above written as the effective date of this Amendment.
3. Pursuant to Section 3.2 of the Agreement, the Operator shall pay an additional franchise fee with respect to the Additional Business of Five Thousand and No/100 Dollars (\$5,000.00) upon the execution of this Amendment, which when paid to Chick-fil-A shall be deemed fully earned and non-refundable.

4. Chick-fil-A currently estimates that the Additional Business will be opened (or the Operator's Commencement Date for the Additional Business pursuant to this Amendment will be) approximately \_\_\_\_\_, 20\_\_, based on Chick-fil-A's current projections of openings and the availability of existing restaurant businesses; provided, however, Chick-fil-A does not represent or warrant in any way that the Additional Business actually will be open or available for the Operator to commence the Additional Business on or after this date.
5. The Operator hereby agrees that the Additional Business described above shall be governed by the terms of the Agreement, as amended by this Amendment. Pursuant to Section 2.6 of the Agreement, any Prime Lease, Ground Lease or other rental obligations of the Operator with respect to the Additional Business shall be attached to the Lease for the Additional Business which is attached as Exhibit "A" to this Amendment.
6. This Amendment, including the Lease attached as Exhibit "A" and any other exhibits to the Lease, shall be attached to, incorporated in, and become and constitute a part of the Agreement. Capitalized terms used but not otherwise defined in this Amendment, shall have the meaning ascribed to them in the Agreement.
7. The Operator acknowledges and agrees to all of his/her obligations under the Agreement as if entered into, undertaken and otherwise made again this day (with this Amendment, including the Lease attached as Exhibit "A" and any other exhibits to the Lease) and reaffirms the continuing existence and validity of the Agreement. Subject to its terms and conditions, the Agreement is in full force and effect as of the date of this Amendment, and shall remain in full force and effect.

**IN WITNESS WHEREOF, Chick-fil-A, Inc. and the Operator, intending to be legally bound, have duly executed and delivered this Amendment as of the day and year first above written.**

**CHICK-FIL-A, INC.**

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

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

**Date:** \_\_\_\_\_

**OPERATOR**

\_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**ADDENDUM "1-B" TO FRANCHISE AGREEMENT**

**ADDITIONAL BUSINESS AMENDMENT FOR TRADITIONAL UNIT**

**(Business Entity)**

**THIS ADDITIONAL BUSINESS AMENDMENT FOR TRADITIONAL UNIT** (this "Amendment") is made and shall be effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between CHICK-FIL-A, INC., a Georgia corporation, having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 ("Chick-fil-A"), its franchisee, \_\_\_\_\_, a \_\_\_\_\_[corporation][limited liability company] (the "Operator") and \_\_\_\_\_, the original signatory to the Agreement (as defined below) in his/her individual capacity as the approved Operator thereunder (the "Operator-Owner").

**BACKGROUND**

A. On or about \_\_\_\_\_, Chick-fil-A and the Operator-Owner entered into a Franchise Agreement with its attached Lease relating to the licensing and operation of the Chick-fil-A at \_\_\_\_\_, (address) (the "Agreement").

B. On or about \_\_\_\_\_, the Operator-Owner, after obtaining all required approvals and consents under the Agreement transferred and assigned his or her interest in the Agreement and the Business(es) for their remaining respective Agreed Terms to the Operator, an entity formed by the Operator-Owner for his or her convenience of ownership, pursuant to the terms and conditions of an Assignment and Consent to Assignment (the "Assignment").

C. Pursuant to the terms of the Agreement, Chick-fil-A, the Operator and the Operator-Owner desire to amend and otherwise reaffirm the terms of the Agreement and the Assignment pursuant to the terms and conditions of this Amendment, including the designation of an Additional Business described in this Amendment to be operated under the Agreement, and to otherwise continue their respective performance under the Agreement and the Assignment.

**AGREEMENT**

**IN CONSIDERATION OF THE ABOVE** recitals, the mutual promises, covenants and agreements contained in this Amendment, as well as in the Agreement and the Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, agree as follows:

1. Pursuant to Section 2.6 of the Agreement, and subject to the terms and conditions of the Agreement as amended by this Amendment, Chick-fil-A licenses and grants the right to the Operator, and the Operator hereby accepts the license and grant and agrees, to operate the Additional Business at the following address:

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

2. Pursuant to Section 2.6 of the Agreement, the date on which the Agreed Term begins for the Additional Business shall be the date first above written as the effective date of this Amendment.
3. Pursuant to Section 3.2 of the Agreement, the Operator shall pay an additional franchise fee with respect to the Additional Business of Five Thousand and No/100 Dollars (\$5,000.00) upon the execution of this Amendment, which when paid to Chick-fil-A shall be deemed fully earned and non-refundable.
4. Chick-fil-A currently estimates that the Additional Business will be opened (or the Operator's Commencement Date for the Additional Business pursuant to this Amendment will be) approximately \_\_\_\_\_, 20\_\_, based on Chick-fil-A's current projections of openings and the availability of existing restaurant businesses; provided, however, Chick-fil-A does not represent or warrant in any way that the Additional Business actually will be open or available for the Operator to commence the Additional Business on or after this date.
5. The Operator and the Operator-Owner hereby agree that the Additional Business described above shall be governed by the terms of the Agreement and the Assignment, as amended by this Amendment. Pursuant to Section 2.6 of the Agreement, any Prime Lease, Ground Lease or other rental obligations of the Operator with respect to the Additional Business shall be attached to the Lease for the Additional Business which is attached as Exhibit "A" to this Amendment.
6. This Amendment, including the Lease attached as Exhibit "A" and any other exhibits to the Lease, are attached to, incorporated in, and made a part of the Agreement. Capitalized terms used but not otherwise defined in this Amendment, shall have the meaning ascribed to them in the Agreement.
7. Operator and the Operator-Owner acknowledge and agree to all of their respective obligations under the Assignment and the Agreement as if entered into, undertaken and otherwise made again this day (with this Amendment, including the Lease attached as Exhibit "A" and any other exhibits to the Lease) and reaffirm the continuing existence and validity of the Agreement and the Assignment. Subject to their terms and conditions, as modified by this Amendment, the Agreement and the Assignment are in full force and effect as of the date of this Amendment, and shall remain in full force and effect.
8. Pursuant to the Assignment and this Amendment, the Operator-Owner agrees to be personally bound by, and personally liable for the breach of, each and every term and condition of the Agreement, including without limitation the provisions contained in this Amendment and the Lease attached as Exhibit "A" and any other exhibits to the Lease. Nothing contained in this Amendment shall be deemed to relieve the Operator-Owner of any of his/her obligations contained in the Assignment or the Agreement. The Operator-Owner further agrees to, and by this instrument does hereby, guarantee the performance by the Operator, in the same manner and with the same recourse against the Operator-Owner, as if the Operator-Owner were the Operator, of all of the Operator's obligations, commitments, duties and liabilities under the Agreement, including without limitation the provisions contained in this Amendment and the Lease attached as Exhibit "A" and any other exhibits to the Lease. Without limiting the foregoing, the Operator-Owner irrevocably and unconditionally guarantees to Chick-fil-A that: (i) the Operator shall pay all amounts to be paid and otherwise comply with all provisions of the Agreement or any other agreements with Chick-fil-A or its affiliates concerning the operation of the Businesses; and (ii) if the Operator defaults in making any such payments or complying with any such provisions, the Operator-Owner shall pay forthwith upon demand all amounts due and owing Chick-fil-A and all damages that may arise as a result of any such non-compliance.

9. Any violation or breach by the Operator-Owner of any term or condition of the Assignment or the Agreement, including without limitation the provisions contained in this Amendment and the Lease attached as Exhibit "A" and any other exhibits to the Lease, shall also constitute a violation and breach of the same term or condition by the Operator, a default by the Operator under said Assignment and Agreement and, pursuant to its terms, grounds for termination and/or non-renewal of the Agreement, this Amendment and the franchise granted under such Agreement.

**IN WITNESS WHEREOF, Chick-fil-A, Inc., the Operator and the Owner-Operator, intending to be legally bound, have duly executed and delivered this Amendment as of the day and year first above written.**

**CHICK-FIL-A, INC.**

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

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

**Date:** \_\_\_\_\_

**[OPERATOR]**

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

**Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**OPERATOR-OWNER:**

\_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ADDENDA “2-A” AND “2-B” TO FRANCHISE AGREEMENT**  
**ADDITIONAL BUSINESS AMENDMENTS FOR SATELLITE**

**ADDENDUM "2-A" TO FRANCHISE AGREEMENT**

**ADDITIONAL BUSINESS AMENDMENT FOR SATELLITE**

**(Sole Proprietorship)**

**THIS ADDITIONAL BUSINESS AMENDMENT FOR SATELLITE** (this "Amendment") is made and shall be effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between CHICK-FIL-A, INC., a Georgia corporation, having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 ("Chick-fil-A"), and its franchisee, \_\_\_\_\_ (the "Operator").

**BACKGROUND**

A. On or about \_\_\_\_\_, 20\_\_ Chick-fil-A, Inc. and the Operator entered into a Franchise Agreement with its attached Lease relating to the licensing and operation of the Chick-fil-A at \_\_\_\_\_, (address) (the "Agreement").

B. Pursuant to the terms of the Agreement, Chick-fil-A, Inc. and the Operator desire to amend and otherwise reaffirm the terms of the Agreement pursuant to the terms and conditions of this Amendment, including the designation of an Additional Business described in this Amendment to be operated under the Agreement, and to otherwise continue their respective performance under the Agreement.

**AGREEMENT**

**IN CONSIDERATION OF THE ABOVE** recitals, the mutual promises, covenants and agreements contained in this Amendment, as well as in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, agree as follows:

1. Pursuant to Section 2.6 of the Agreement, and subject to the terms and conditions of the Agreement as amended by this Amendment, Chick-fil-A licenses and grants the right to the Operator, and the Operator hereby accepts the license and grant and agrees, to operate the Additional Business as a Satellite Unit at the following address:

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

2. Pursuant to Section 2.6 of the Agreement, the date on which the Agreed Term begins for the Additional Business shall be the date first above written as the effective date of this Amendment.

3. Pursuant to Section 3.2 of the Agreement, the Operator shall pay an additional franchise fee with respect to the Additional Business of Five Thousand and No/100 Dollars (\$5,000.00) upon the execution of this Amendment, which when paid to Chick-fil-A shall be deemed fully earned and non-refundable.

4. Chick-fil-A currently estimates that the Additional Business will be opened (or the Operator's Commencement Date for the Additional Business pursuant to this Amendment will be) approximately \_\_\_\_\_, 20\_\_, based on Chick-fil-A's current projections of openings and the

availability of existing restaurant businesses; provided, however, Chick-fil-A does not represent or warrant in any way that the Additional Business actually will be open or available for the Operator to commence the Additional Business on or after this date.

5. The Operator hereby agrees that the Additional Business described above shall be governed by the terms of the Agreement, as amended by this Amendment. Pursuant to Section 2.6 of the Agreement, the Concession Agreement and any Prime Lease, Ground Lease or other rental obligations of the Operator with respect to the Additional Business shall be attached to the Concession Sublicense Agreement for the Additional Business which is attached as Exhibit "A" to this Amendment.
6. This Amendment, including the Concession Sublicense Agreement and its attached Concession Agreement attached as Exhibit "A" and any other exhibits to the Concession Sublicense Agreement, shall be attached to, incorporated in, and become and constitute a part of the Agreement. Capitalized terms used but not otherwise defined in this Amendment, shall have the meaning ascribed to them in the Agreement.
7. The Operator acknowledges and agrees to all of his/her obligations under the Agreement as if entered into, undertaken and otherwise made again this day (with this Amendment, including the Concession Sublicense Agreement and its attached Concession Agreement attached as Exhibit "A" and any other exhibits to the Concession Sublicense Agreement) and reaffirms the continuing existence and validity of the Agreement. Subject to its terms and conditions, the Agreement is in full force and effect as of the date of this Amendment, and shall remain in full force and effect.

**IN WITNESS WHEREOF, Chick-fil-A, Inc. and the Operator, intending to be legally bound, have duly executed and delivered this Amendment as of the day and year first above written.**

**CHICK-FIL-A, INC.**

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

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

**Date:** \_\_\_\_\_

**OPERATOR**

\_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## EXHIBIT "A" TO ADDITIONAL BUSINESS AMENDMENT FOR SATELLITE

### CONCESSION SUBLICENSE AGREEMENT

THIS CONCESSION SUBLICENSE AGREEMENT (this "Agreement") for the Chick-fil-A Restaurant Site described in this Agreement is made by and between CHICK-FIL-A, INC., a Georgia corporation, as sublicensor or concessionaire having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 ("Chick-fil-A"), and \_\_\_\_\_, a \_\_\_\_\_, as sublicensee or sub-concessionaire (the "Operator"), and will be effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, the same date that the Additional Business Amendment for Satellite becomes effective, to which this Agreement is attached, is made a part of and is incorporated within (the "Additional Business Amendment").

#### BACKGROUND

**A.** Chick-fil-A is currently a party to a certain concession agreement attached as Exhibit C as it may be amended from time to time together with all its exhibits and schedules (the "Concession Agreement") with the third party owner or manager of the Site identified in the Concession Agreement ("Concessionor"). Under the Concession Agreement, Concessionor granted Chick-fil-A the right to conduct a restaurant business and/or a license to operate one or more Chick-fil-A concessions at the Site, consisting of the concession location(s) identified in the data sheet attached as Exhibit A as it may be amended from time to time (individually and collectively, the "Concession Location(s)"). The Site is sometimes also referred to in this Agreement as the "Concession Location(s)."

**B.** The Operator is a franchised Chick-fil-A® Restaurant business operator holding a valid Franchise Agreement (together with its attached Lease(s), any other existing Additional Business Amendment(s), and all other exhibits and amendments, collectively the "Franchise Agreement").

**C.** Chick-fil-A desires to sublicense its rights and privileges under the Concession Agreement to the Operator, and the Operator desires to accept the sublicense and faithfully perform Chick-fil-A's obligations under the Concession Agreement as part of a set of rights granted by Chick-fil-A to the Operator under the Franchise Agreement to operate a certain quick-service food business at the Concession Location(s) as an Additional Business that is a Satellite Unit under the trade name "Chick-fil-A" pursuant to the Franchise Agreement. The Additional Business that is operated pursuant to the Additional Business Amendment and this Agreement, is sometimes also referred to in this Agreement as the "Satellite Unit."

**D.** This Agreement, its attached Concession Agreement and the Additional Business Amendment to which they are attached are a part of and are incorporated by reference into the Franchise Agreement. This Agreement and its attached Concession Agreement is the applicable Exhibit to the Additional Business Amendment that is used for Satellite Units in place of any Lease.

#### AGREEMENT

In consideration of the above recitals, the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, agree as follows:

1. **Recitals; Definitions.** The parties incorporate into this Agreement the recitals under the Background section above as if stated here in full. Capitalized terms used but not otherwise defined in this Agreement, including in Exhibit A, Exhibit B and Exhibit C as they may be amended from time to time,

which are incorporated in and made a part of this Agreement by this reference, will have the meanings given to them in the Franchise Agreement and the Additional Business Amendment.

2. **Sublicense; Use; Operator Duty to Perform Under Concession Agreement.**

(a) As of the effective date of this Agreement, subject to the terms and conditions of the Franchise Agreement, the Additional Business Amendment and this Agreement, Chick-fil-A grants a limited sublicense or subconcession (collectively, “sublicense”) to the Operator of all of its rights and privileges under the Concession Agreement to use and occupy the Site solely for the Additional Business that is a Satellite Unit during the Agreed Term of this Agreement (as defined in Section 4), selling only such products and operating in such a manner as permitted and prescribed pursuant to the Franchise Agreement (“Permitted Use”). The limited sublicense is non-exclusive, and no so-called “exclusive,” “protected” or other territorial rights in the Site, the Satellite Unit, the Concession Location(s), or the contiguous market area around the Concession Location(s) are granted or inferred. All rights and licenses not expressly granted to the Operator under the Franchise Agreement, the Additional Business Amendment and this Agreement are reserved exclusively by and unto Chick-fil-A.

(b) The Operator accepts the above grant of the limited sublicense and agrees to be bound by and observe and faithfully perform Chick-fil-A’s obligations, agreements, commitments, duties and liabilities as if the Operator is the licensee or concessionaire under the Concession Agreement, except as otherwise agreed by Chick-fil-A and the Operator and stated on the data sheet attached as Exhibit A. Notwithstanding the above, Chick-fil-A will provide and install the Equipment and any additional Equipment pursuant to Section 6 of this Agreement.

(c) The Operator acknowledges and agrees that its rights under this Agreement are derivative of the Operator’s status as an Operator under the Franchise Agreement and that these rights will terminate automatically upon the expiration or termination of the Franchise Agreement. The Operator will comply with and perform all of the terms, conditions and covenants of the Franchise Agreement. A breach of any of the terms, conditions or covenants of the Franchise Agreement by the Operator will constitute a breach of this Agreement. Neither the Operator nor its employees, agents, contractors or invitees will perform any act, neglect to perform any duty or fail to adhere to any standard of conduct, with respect to the franchised Businesses and/or with respect to the Satellite Unit, that would constitute a violation of this Agreement, the Concession Agreement or the Franchise Agreement, as applicable.

(d) The Operator will use and occupy the Site solely for the Permitted Use. The Site, as well as the Operator’s use and occupancy of the Site, is subject to the terms and conditions in the Concession Agreement, and any and all agreements or instruments now or in the future of record or otherwise affecting title to or otherwise affecting title to or use of the Site, including any prime lease, ground lease or other title documents, which will be attached as exhibit(s) to the Concession Agreement. The Operator will open and operate the Business only on Monday through and including Saturday each week (excluding Christmas Day) during the minimum hours as may be required under the Concession Agreement and any applicable prime lease, ground lease or other title documents, unless otherwise limited by state or local laws and ordinances, and will otherwise observe and abide by the Franchise Agreement, as well as Chick-fil-A’s then current Minimum Standards and Guidelines as they may be modified from time to time concerning the hours of operation of the Business. The Operator will not use, and will not permit any person to use, any part of the Site in violation of this Agreement, the Franchise Agreement, the Concession Agreement and any applicable prime lease, ground lease or other title documents or Chick-fil-A’s then-current Minimum Standards and Guidelines. The Operator will keep the Site in a clean and wholesome condition, and will repair, maintain and conduct the Satellite Unit on the Site in strict compliance with this Agreement, the Franchise Agreement, the Concession Agreement and any applicable prime lease, ground lease or other title documents or Chick-fil-A’s then-current Minimum Standards and Guidelines, all as modified from



time to time. Unless Chick-fil-A (or Concessionor) is remodeling or re-building the Site pursuant to Subsection 3(e) of this Agreement, the Operator will continuously occupy the Site during the Agreed Term and will not vacate or abandon the Site at any time during the Agreed Term, except during designated periods if the use of the Site is seasonal or otherwise limited to certain periods under the Concession Agreement. The Operator will continuously occupy the Site during the applicable periods during the Agreed Term and will not vacate or abandon the Site at any time during the applicable periods during the Agreed Term. The Operator will use only such fixtures, furnishings, signs, other leasehold improvements and similar items and supplies (collectively, the "Leasehold Improvements") as meet all applicable then current Minimum Standards and Guidelines, and otherwise conform to the requirements of this Agreement and the Franchise Agreement, unless otherwise approved in writing by Chick-fil-A in advance.

(e) The Operator will use and occupy the Site in compliance with all laws, statutes, ordinances, rules, orders and regulations of governmental authorities in effect from time to time, applicable to or affecting the occupancy, operation and maintenance of the Business or the Site, including all applicable federal, state, county, municipal and local health, safety and sanitation laws, statutes, ordinances, rules, orders and regulations, wage and hours laws, zoning and building code restrictions, the Americans with Disabilities Act, fire, environmental laws, and all directions of all public officers applicable to the any one or more of the Site, the Business or the Operator. Environmental laws include 42 U.S.C. §9601 et seq., 42 U.S.C. §6901 et seq., 49 U.S.C. §1801 et seq., 15 U.S.C. §2601 et seq., and local, state and federal regulations promulgated under these federal statutes.

(f) The Operator hereby acknowledges and agrees that the Operator's operation of the Site during the Term of this Agreement could be restricted or changed as a result of an amendment or modification to the Concession Agreement either entered into by Chick-fil-A in the exercise of its sole and exclusive business judgment with Concessionor or otherwise binding on Chick-fil-A (including without limitation an amendment or modification to any one or more of any prime lease, ground lease, or other title documents or the manner of calculating the use/occupancy fee payable to Concessionor as provided for under the Concession Agreement and summarized on the data sheet attached as Exhibit A. These amendments or modifications could include changes to the Operator's ability or right to offer menu items, use or place signage, engage in promotions or marketing efforts, have or enjoy interior or exterior physical restaurant layouts, designs, access, driveways, parking or other premises features and matters. The Operator consents and agrees to abide by, and specifically waives and releases any claim or demand the Operator has or may have under the Franchise Agreement, this Agreement or otherwise arising out of or relating to, any amendments or modifications to the Concession Agreement (including with regard to any covenants or restrictions and any final, new or substituted fees payable to Concessionor). Chick-fil-A will exercise commercially reasonable efforts to notify the Operator of any amendment or modification impacting the Site, but any delay or lack of notice will not affect the Operator's consent, agreement, waiver or release granted above, or the validity or enforceability of any amended or modified provision agreed to by Chick-fil-A and Concessionor from time to time.

(g) The Operator will not make any agreement with Concessionor which does or could modify, amend, cancel or terminate the Concession Agreement.

(h) Chick-fil-A and the Operator acknowledge and agree that the actual title of the Concession Agreement may differ from the words "Concession Agreement" and the definitions assigned to Chick-fil-A as licensee or concessionaire and to Concessionor may also differ from the terms used in this Agreement, but for purposes of this Agreement the terms "Concession Agreement," "Concessionor" and "Concessionaire" will be used to refer to the corresponding title and terms actually used in the Concession Agreement.

(i) Chick-fil-A is sublicensing to the Operator, subject to the terms and conditions of this Agreement, only those rights acquired by Chick-fil-A by virtue of the Concession Agreement. The Concession Agreement describes Concessionor's duties which Concessionor, and not Chick-fil-A, is obligated to perform. If Concessionor fails to perform its duties under the Concession Agreement, the Operator must send Chick-fil-A written notice describing Concessionor's default in detail. Upon receipt of the notice, Chick-fil-A will then promptly notify Concessionor and demand performance of the Concession Agreement. In the event the Operator wishes to engage the services of an attorney to settle any disputes arising out of the Concession Agreement, all fees and costs will be borne by the Operator, it being understood that Chick-fil-A is under no obligation to bring or defend any action brought by or against the Operator or Concessionor.

(j) The Operator acknowledges that there may be certain provisions in the Concession Agreement, including any provision against competition among the licensees or concessionaries of the overall premises in which the Site is located, requiring performance by other licensees or concessionaries within the premises or by the Concessionor. Chick-fil-A will not be liable for any breach or default of any of these provisions by any other licensees or concessionaries within the overall premises or by the Concessionor, or for Concessionor's failure, inability (whether temporary or indefinite), or simple refusal, to enforce any of these provisions. The Operator further acknowledges that Chick-fil-A will have no obligation whatsoever to require Concessionor to enforce any provision against any other licensees or concessionaires.

(k) This Agreement is not and shall not be interpreted or deemed to be an assignment of the Concession Agreement to the Operator. It is the express intent of the parties to enter into a sublicense or subconcession agreement between Chick-fil-A and the Operator and not to make an assignment of the Concession Agreement to the Operator.

### 3. **Operator Warranties and Obligations.**

(a) The Operator and if applicable, the Operator-Owner pursuant to the Additional Business Amendment, each represents and warrants to Chick-fil-A that the execution, delivery and performance of this Agreement by the Operator and if applicable the Operator-Owner will not contravene any certificate of incorporation or certificate of formation, by-laws, operating agreement, law or regulation or agreement applicable to the Operator and if applicable, the Operator-Owner, or this Agreement or the Concession Agreement. The Operator and if applicable the Operator-Owner each further covenants and agrees to comply with all laws and regulations applicable to the Operator and the Operator-Owner, respectively, during the Term in conjunction with the Operator's or as applicable the Operator-Owner's performance of the Concession Agreement as sublicensee or subconcessionaire.

(b) By taking possession of the Site, the Operator acknowledges and agrees that the Operator has inspected the Site and the improvements on the Site and found them to be in a safe, satisfactory, and completed condition. The Site, including the Equipment and the Leasehold Improvements in and on the Site, are provided to Operator by Chick-fil-A and/or Consignor "**AS IS**" and "**WHERE IS**" and without any warranty of any kind from Chick-fil-A. Chick-fil-A expressly disclaims any representations or warranties, express or implied, statutory or otherwise, with respect to the Site, including the Equipment and the Leasehold Improvements, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

(c) The menu of Products that may be offered, sold and distributed from the Concession Location(s) will be limited to the Products authorized under the Concession Agreement and stated on the data sheet attached as Exhibit A. If stated in Exhibit A, certain Products sold or distributed from the Concession Location(s) identified in Exhibit A may be freshly produced at the Concession Location(s),

while other Products or the components of other Products identified in Exhibit A must be freshly produced in the Business identified in Exhibit A, which will serve as a commissary for the Concession Location(s), and delivered to the Concession Location(s) via approved Temperature Management System (TMS) bags. Notwithstanding any provision of this Agreement, only Products that are approved for sale in the Chick-fil-A System (and specifically approved for sale at the Concession Location(s)) may be sold from, produced and/or held in the Concession Location(s). Products or components of Products freshly produced at the Concession Location(s) may only be sold or distributed from the Concession Location(s) and may not be sold, delivered, or given away to the Operator's Business identified in Exhibit A, any other Business(es) which the Operator has the right to operate under the Franchise Agreement (if any), to customers or consumers located elsewhere or to other Chick-fil-A® franchisees.

(d) Product production and the manner of delivery, storage and holding of Product, Product components and Ingredients, at, in or between the Concession Location(s) and the Business, if applicable, will be performed according to Chick-fil-A's then-current Minimum Standards, including any Guidelines for Satellite Unit locations established by Chick-fil-A, and delivered to or otherwise made available to the Operator from time to time. The provisions, terms and conditions of the Franchise Agreement concerning the sources for purchase of Products and Ingredients will apply to the sources of Products and Ingredients to supply the Concession Location(s). Any transportation of Products, Ingredients, promotional items, and other items by the Operator will comply with and will otherwise adhere to all applicable health, sanitation, food handling, food transportation and insurance requirements provided by law, the requirements contained in the Franchise Agreement, the Concession Agreement and as otherwise required by Chick-fil-A (whichever provides the most stringent requirements).

(e) Subject to the terms and conditions of the Concession Agreement, if at any time Chick-fil-A or Concessionor determines in the exercise of its sole and exclusive business judgment that the Site should be remodeled, refurbished, rebuilt or relocated, Chick-fil-A, Concessionor, or as applicable, their respective agents and designees will have the right to reenter the Site and to remodel, refurbish, rebuild or relocate the Business and/or the Site, in accordance with Chick-fil-A's and/or Concessionor's then-current policies and procedures for the remodeling, refurbishing, rebuilding and relocating of sites, including without limitation making such site selection and design, structural, remodeling, redecoration and other modifications and changes to the Site, Equipment, the Leasehold Improvements, design and décor, trade dress, color scheme and other things as Chick-fil-A and/or Concessionor deems necessary or appropriate. Notwithstanding anything to the contrary contained in this Agreement, the Franchise Agreement and/or the Concession Agreement, the Operator will permit and cooperate with Chick-fil-A and/or Concessionor and their respective agents and designees to coordinate and complete, any such remodeling, refurbishment, rebuilding or relocating of the Site.

(f) The Operator will not make or permit any change in, alteration of, or addition to any part of the Site, or remove any Leasehold Improvements or any of the Equipment, unless required by or agreed to by Chick-fil-A and/or as applicable Concessionor as provided in the Concession Agreement. All buildings and improvements and all plumbing, heating, lighting, electrical and air conditioning fixtures and equipment and all property which, as of the Effective Date, are the property of Chick-fil-A (including the Equipment) or of Concessionor or the fee owner of the Site, are and will remain the property of the respective owner and considered to be leased or sublicensed under this Agreement.

(g) The Operator acknowledges the insurance requirements set forth in Section 7 of the Franchise Agreement and covenants and agrees to maintain in full force and effect during the entire Agreed Term, at the Operator's own expense, insurance on the Site and for the operation of the Satellite Unit as set forth and otherwise required pursuant to Section 7 of the Franchise Agreement, including any changes or modifications, subject to any additional or greater coverage requirements and terms and conditions under the Concession Agreement or any prime lease or ground lease. -If the Operator fails to obtain the required

insurance, Chick-fil-A may at its option, but is not obligated to, purchase the insurance, and the Operator will reimburse Chick-fil-A pursuant to Subsection 5(f). Additionally, Chick-fil-A may elect, in Chick-fil-A's sole and exclusive business judgment, and the Operator may authorize Chick-fil-A from time to time to purchase and administer the required minimum insurance on the Operator's behalf. In any event, by placing any required minimum insurance, Chick-fil-A assumes no responsibility for coverage or premium expenses nor guarantees coverage or payment for any losses sustained by the Operator.

(h) Subject to the terms and conditions of the Concession Agreement, Chick-fil-A and its designees will have the right to enter and inspect the Site at any time on any Business Day, without notice to the Operator, to insure that the Operator and all aspects of the Site are in compliance with this Agreement, the Concession Agreement and all then current Minimum Standards and Guidelines as described and/or defined in the Franchise Agreement.

(i) The Operator and if applicable, the Operator-Owner reaffirms the provisions of Section 25.3 of the Franchise Agreement as applicable to the Satellite Unit, and each acknowledges and agrees that the Satellite Unit involves risk, and the success or lack of success of any particular Chick-fil-A Business is unknown. The Operator and if applicable, the Operator-Owner each has made its own independent determination of the viability of and within this particular location and is not relying on any representations or claims whatsoever as to the actual or prospective profitability, ease of operation, success or failure, costs to construct, of this or any other Chick-fil-A concession restaurant business located within Concessionor's premises.

#### 4. **Term; Termination.**

(a) Unless earlier terminated as provided in this Agreement or in the Franchise Agreement, the initial term of this Agreement with respect to the Satellite Unit (the "Initial Term") will commence as of the Effective Date of this Agreement and will end on the Thirty-First day of December of the year in which the Effective Date occurs. The Initial Term, together with any and all extensions of the Initial Term and subject to the rights for earlier termination or expiration pursuant to this Agreement or the Franchise Agreement, is sometimes referred to in this Agreement as the "Agreed Term" or the "Term." Unless this Agreement, the Franchise Agreement or the Concession Agreement is terminated earlier, the Agreed Term of this Agreement will be automatically extended for successive additional periods of one (1) year, unless written notice of intent not to renew either the Franchise Agreement or this Agreement is given by either party to the other at least thirty (30) days prior to the end of the Agreed Term; provided however, this Agreement may not be renewed if the Operator does not have the right to renew the Franchise Agreement or does not have the right to renew the Franchise Agreement with respect to the Satellite Unit or the Franchise Agreement is otherwise terminated or not renewed, as provided in Section 2.3 of the Franchise Agreement. In addition to Chick-fil-A's right to amend or modify the Concession Agreement pursuant to this Agreement, Chick-fil-A will have the right to change the terms and conditions of this Agreement upon a renewal pursuant to Section 2.4 of the Franchise Agreement by giving the Operator a written notice of the changed terms and conditions at least forty-five (45) days prior to the end of the then-current Term, in which case the Operator will have fifteen (15) days from the date of the notice to decide and to notify Chick-fil-A in writing of the Operator's decision to either renew or not renew upon the changed terms and conditions offered. The Operator's failure to provide timely notice to Chick-fil-A of a decision to either renew or not renew upon the changed terms and conditions offered will be deemed to be an election by the Operator to terminate this Agreement at the end of such Agreed Term.

(b) The rights granted under this Agreement are contingent upon the Franchise Agreement, the Additional Business Amendment, this Agreement and the Concession Agreement being in full force and effect. Notwithstanding anything in this Agreement to the contrary, this Agreement with respect to the Satellite Unit, the Site of which is subject to the Concession Agreement and may be subordinate and further

subject to any prime lease, ground lease or other title documents attached as exhibits to the Concession Agreement, will terminate automatically, without any notice to the Operator upon (i) the expiration or earlier termination of the Concession Agreement, or any applicable prime lease or ground lease for the Site; (ii) the termination, expiration, closure or loss of the Concession Location(s); or (iii) the termination or expiration of the Franchise Agreement or the Additional Business Amendment. Chick-fil-A will have the sole right in the exercise of its sole and exclusive business judgment whether to exercise any termination rights or renewal rights under the Concession Agreement and whether to negotiate and agree upon any renewal terms, which may result in amendments or modifications to the Concession Agreement, including those described in Subsection 2(f).

(c) Notwithstanding anything in this Agreement to the contrary, in addition to the above, this Agreement with respect to the Satellite Unit will terminate automatically without any notice to the Operator if and when the Operator (or, as applicable, the Operator-Owner) dies or becomes disabled to the extent that the Operator (or, as applicable, the Operator-Owner) is unable to perform the obligations required under the Franchise Agreement and this Agreement.

(d) If: (i) the Operator does not diligently make application for and pursue the required permits and licenses to operate the Satellite Unit; and/or (ii) the Operator does not open the Concession Location(s) within forty-five (45) days after Chick-fil-A completed its obligation to provide and install the Equipment and any additional Equipment pursuant to Subsection 6(a) and the Equipment Lease Addendum attached to this Agreement as Exhibit B and after Concessionor completed construction and development of the Concession Location(s) and access to the Concession Location(s) was provided by Concessionor (or earlier time period required under the Concession Agreement for commencement of operation of the Satellite Unit), then the Operator will be in material default under this Agreement and Chick-fil-A may terminate this Agreement upon ten (10) days' written notice.

(e) In addition to the termination provisions elsewhere in this Agreement, including in this Section 4, this Agreement and the term and license granted in this Agreement are subject to the limitation that upon the occurrence, at any time prior to or during the Term, of any one or more Events of Default (as defined below), the Operator is in default under this Agreement, Chick-fil-A will have the right and, at its election, may terminate this Agreement pursuant to Subsection 4(f) below without any prejudice to any other remedy available to Chick-fil-A at law or in equity. The following events (referred to as "Events of Default") will each be an event of default by the Operator under this Agreement: (i) the Operator defaults in the payment of any installment of the Use/Occupancy Charge, the Equipment Rental or any other sum due under this Agreement; (ii) the Operator (or, as applicable, the Operator-Owner) defaults in any of the covenants, agreements, conditions or undertakings to be performed, observed or adhered to by the Operator (or, as applicable, the Operator-Owner) under this Agreement other than the payment of the Use/Occupancy Charge, the Equipment Rental or any other sum due under this Agreement, and other than any other Event of Default listed in this Subsection 4(e), and such default continues for ten (10) days after notice in writing to the Operator; (iii) the Operator (or, as applicable, the Operator-Owner) attempts or otherwise purports to assign or encumber this Agreement (or the Operator's interest in this Agreement or in the Site) to or to sublet or allow occupancy of the Site by a third party without the express written consent and approval of Chick-fil-A, and Concessionor, contrary to Section 9 below; (iv) the Operator (or, as applicable, the Operator-Owner) violates, breaches or otherwise defaults in any of the terms of the Franchise Agreement, the Concession Agreement or the Additional Business Amendment, or the Franchise Agreement, the Concession Agreement or the Additional Business Amendment terminates or expires by lapse of time or otherwise; (v) the Operator or any of its officers, directors, members, employees, agents or contractors (including, without limitation, as applicable, the Operator-Owner) performs any act, neglects to perform any duty or fails to adhere to any standard of conduct that would constitute a violation or default (or threatens to violate or default) under the Concession Agreement, any prime lease, ground lease or other title documents (or any document related to any of the above); (vi) the Operator vacates or abandons the Site.

(f) Upon the occurrence of an Event of Default as set forth in Subsection 4(e) above, Chick-fil-A, in the exercise of its sole and exclusive business judgment, will have the right, upon its election, to terminate this Agreement immediately and to declare the Term of this Agreement ended upon delivering written notice of termination to Operator, without any further obligation or liability to the Operator. If this Agreement is terminated under this Subsection 4(f) or otherwise terminates or expires, then (1) the Franchise Agreement will also immediately and automatically terminate or expire as to the Satellite Unit effective as of the effective date of termination or expiration of this Agreement and at the election of Chick-fil-A, in the exercise of its sole and exclusive business judgment, as to one or more or all of any other of the Businesses operated under the Franchise Agreement, effective as of the effective date of termination or expiration of this Agreement upon delivering written notice of termination to Operator, without any further obligation or liability to the Operator; and (2) Chick-fil-A will have the right to re-enter upon and take possession of the Site without further formality and without the necessity of any court action, dispossession proceeding, or further notice or legal proceedings whatsoever. Chick-fil-A and the Operator also expressly acknowledge and agree that the termination, expiration, or revocation of the Franchise Agreement by either party for any reason, either in whole or in part, will also terminate this Agreement effective immediately, without further notice being required.

(g) Upon termination or expiration of this Agreement, the Operator will quit and surrender the premises of the Concession Location(s) to Chick-fil-A but the Operator will remain liable for the balance of the Use/Occupancy Charge, the Equipment Rental or any other sum due under this Agreement to Chick-fil-A or any payments due Concessionor as provided in the Concession Agreement and/or in this Agreement. The Operator agrees that upon default Concessionor may demand, receive and collect any monies due or falling due after the default without in any manner affecting the status of the default or any notice of suit, action, order or judgment related to the default. Upon termination of the Concession Agreement and/or this Agreement, any payment made by the Operator to Chick-fil-A or Concessionaire or any court will not: (i) reinstate, continue or extend the term of this Agreement; (ii) affect any notice previously given to the Operator; or (iii) operate as a waiver of the right of Chick-fil-A to obtain access to and possession of the Concession Location(s) by proper suit, action, proceeding or remedy. All monies collected will be deemed to be payments made in accordance with the terms of this Agreement or applied toward any outstanding balances owed by the Operator.

(h) Notwithstanding anything to the contrary contained in this Agreement or in the Franchise Agreement, the terms of this Agreement and the Operator's use, occupancy, maintenance, repair and restoration of the Site are subject and subordinate to the terms, covenants, conditions, agreements and requirements of the Concession Agreement and any prime lease, ground lease or other title documents attached as exhibit(s) to the Concession Agreement. The Operator must not commit or permit to be committed on or with regard to the Site any act or omission that will violate any term or condition of the Concession Agreement or any attached prime lease, ground lease or other title documents. Chick-fil-A may exercise any and all remedies available to Concessionor under the Concession Agreement in order for Chick-fil-A to enforce its rights under this Agreement, in addition to any other remedies provided under this Agreement or the Franchise Agreement or available at law or in equity.

#### **5. Use/Occupancy Charge to Concessionor; Payments to Chick-fil-A.**

(a) Except as specifically provided for under the Concession Agreement and stated on the data sheet attached as Exhibit A, the Operator agrees to directly make all payments to Concessionor for use/occupancy of the Concession Location(s) required under the Concession Agreement in the manner required (collectively, the "Use/Occupancy Charge"). The Use/Occupancy Charge may be described as a use/occupancy fee, rent, license fees, service fees or otherwise. Alternatively, Concessionor may collect the Gross Receipts of the Satellite Unit from sales to customers and then distribute to the Operator (or

Chick-fil-A on the Operator's behalf) a "commission," where the commission is the balance of the Gross Receipts after Concessionor subtracts the Use/Occupancy Charge amount (and if applicable, any sales tax Concessionor undertakes the responsibility to report and pay). The Use/Occupancy Charge is summarized on the data sheet attached as Exhibit A. Except as specifically stated on the data sheet attached as Exhibit A, as between Chick-fil-A and the Operator, Chick-fil-A will not have any monetary obligation to Concessionor under this Agreement. If the Operator is late in making any payment or fails to make any payment due to Concessionor under the Concession Agreement, the Operator will indemnify and hold harmless Chick-fil-A pursuant to Section 10 of this Agreement.

(b) At the election of Chick-fil-A, the payment program described under Section 14.12 of the Franchise Agreement will apply to the Operator's payment obligations with respect to the Use/Occupancy Charge and any of the Operator's other payment obligations described in the Concession Agreement, and any adjustment or increases to the Operator's payment obligations.

(c) Notwithstanding anything to the contrary in the Concession Agreement, as between Chick-fil-A and the Operator, all Gross Receipts generated as a result of sales from the Satellite Unit, will be deemed to be Gross Receipts of the Operator, and the Operator and not Chick-fil-A will have sole responsibility for payment of any sales, use, or excise tax, any apportioned personal property tax or any other tax arising from the Satellite Unit, the sale and distribution of Products and promotional items, the lease of the Equipment and/or the presence of the Equipment at the Satellite Unit, directly or through Concessionor. The parties acknowledge and agree that sales, use, or similar taxes may be due and payable even when Products and promotional items are given away and not sold.

(d) Gross Receipts generated as a result of sales from the Satellite Unit will be accounted for on a separate Fee Calculation Report for the Satellite Unit. Except as specifically stated on the data sheet attached as Exhibit A, the Fee Calculation Report will also reflect the calculation and payment of all fees and other operating costs and expenses related to the operation of the Satellite Unit that are due and will be calculated under the terms of the Franchise Agreement. Chick-fil-A will have the right and Operator authorizes Chick-fil-A to account for the Gross Receipts, fees, operating costs, expenses and taxes incurred with respect to the Satellite Unit and to make calculations and allocations to Operator's Businesses as may be required under the Franchise Agreement and in order to effectuate the terms of the Franchise Agreement and this Agreement and to produce the Fee Calculation Report for each of Operator's Businesses.

(e) The Operator understands and agrees that the Operator's obligation to furnish and send reports and records pursuant to Section 15.1 and Section 15.2 of the Franchise Agreement applies to the Satellite Unit and includes all reports and records designated by Chick-fil-A that the Operator furnishes to or receives from Concessionor. The Operator authorizes Chick-fil-A to request and receive any reports and records it designates relating to the Satellite Unit directly from Concessionor.

(f) If any charge, fee, cost or expense which the Operator is obligated to pay pursuant to this Agreement or the Concession Agreement is initially billed to or paid by Chick-fil-A, Chick-fil-A will have the right to rebill the amount to the Operator. If Chick-fil-A rebills any amount to the Operator, the Operator will pay promptly the rebilled charge, fee, cost or expense directly to the appropriate business, governmental authority or other person or entity. If Chick-fil-A, at its election, pays any charge, fee, cost or expense on behalf of the Operator, the Operator will reimburse Chick-fil-A immediately upon the Operator's receipt of Chick-fil-A's written notice of having made the payment, in Chick-fil-A's sole and exclusive business judgment, either by (i) issuing Chick-fil-A a check or (ii) acknowledging and, to the extent required, approving Chick-fil-A's adjustments to the amounts owed by Chick-fil-A to the Operator or owed by the Operator to Chick-fil-A under the Franchise Agreement.

(g) If the Operator fails to perform any of its obligations under this Agreement or under the Concession Agreement, Chick-fil-A, at its option, may (but is not required to) do the same or cause the same to be done, in addition to any and all other rights and remedies of Chick-fil-A. The cost incurred by Chick-fil-A in connection with such performance by Chick-fil-A will be an additional charge due from the Operator to Chick-fil-A, together with interest for the period beginning with the original due incurred to the date of actual payment at an annual rate equal to the highest rate allowed by law or, if there is no maximum rate permitted by law, then a rate equal to one and one-quarter percent (1.25%) per month. Interest will be calculated on the basis of monthly compounding and the actual number of days elapsed divided by 365. Interest will be in addition to any other rights or remedies Chick-fil-A may have under this Agreement.

6. **Leased Equipment and Fee.**

(a) Pursuant to the terms and conditions of this Agreement and the Equipment Lease Addendum attached to this Agreement as Exhibit B as it may be amended from time to time, Chick-fil-A has delivered, or will deliver to the Site, the Equipment (as defined below) and other property described in the Equipment Lease Addendum solely for use in the operation of the Satellite Unit. "Equipment" means the equipment and other property delivered, or to be delivered to the Site, by Chick-fil-A as described in the Equipment Lease Addendum together with any replacements of and additions or accessions to the original equipment.

(b) In consideration of the lease of the Equipment, the Operator will pay to Chick-fil-A when due, the Equipment Rental stated in Exhibit B.

7. **Default; Termination and Expiration.** In addition to the termination and expiration provisions in Section 2 and Section 4 of this Agreement, this Agreement and the rights granted under this Agreement may be terminated for a default under this Agreement or the Concession Agreement in the manner provided in the Franchise Agreement or the Concession Agreement. A default by the Operator under the Concession Agreement will also be a default under this Agreement and the Franchise Agreement. Subject to Section 8 of this Agreement, if this Agreement is terminated or expires, then the Franchise Agreement shall also immediately and automatically terminate or expire as to the Satellite Unit, and at the election of Chick-fil-A, in the exercise of its sole and exclusive business judgment, as to one or more or all of any other of the Businesses operated under the Franchise Agreement, effective as of the effective date of termination or expiration of this Agreement upon delivering written notice of termination to Operator, without any further obligation or liability to the Operator. The rights granted under this Agreement, including the sublicense granted in Subsection 2(a) of this Agreement, will also immediately and automatically terminate or expire effective as of the effective date of termination or expiration of this Agreement, and Chick-fil-A will have the right to enter upon and take possession of the Site and the Satellite Unit without further formality and without the necessity of any court action, dispossession proceeding, or further notice or legal proceedings whatsoever. The Operator agrees to vacate the Site and the Satellite Unit immediately upon the termination or expiration of this Agreement or the Concession Agreement and the accompanying sublicense and to permit the peaceable possession of the Site and the Satellite Unit by Chick-fil-A or, at Chick-fil-A's election, a Chick-fil-A affiliate or another Chick-fil-A franchisee. Chick-fil-A may operate the Concession Location(s) directly or through an affiliate or may offer the right to operate the Concession Location(s) to another franchisee.

8. **Survival.** Upon the termination, expiration, or suspension of this Agreement, all obligations under this Agreement and under the Franchise Agreement that expressly or by their nature are intended to survive the termination or expiration of this Agreement, including, but not limited to, any limitations of liability, and the Operator's and if applicable, the Operator-Owner's reporting, payment and indemnification obligations to Chick-fil-A (as well as any like obligations under the Franchise Agreement



and if applicable the Assignment, which were incorporated by reference into the Additional Business Amendment and this Agreement), will survive the termination, expiration or suspension of this Agreement.

9. **Compliance with Franchise Agreement and the Assignment.** Except as specifically provided in this Agreement, the Operator, and if applicable, the Operator-Owner, respectively, will comply with all of the provisions of the Franchise Agreement and if applicable the Assignment with respect to this Agreement, the Site and the Satellite Unit, even if not specifically described or referred to in this Agreement. As a reminder, but in no way limiting the application of all of the other provisions of the Franchise Agreement, the provisions of the Franchise Agreement include: Article 5 DAMAGE TO SITE, EQUIPMENT OR LEASEHOLD IMPROVEMENTS, PERSONAL INJURY, Article 7 INSURANCE, Article 12 STANDARDS OF CLEANLINESS, SANITATION AND BUSINESS CONDUCT, Article 18 TRADE SECRETS AND CONFIDENTIAL INFORMATION, Article 19 USE OF THE MARKS, Article 21 TRANSFERABILITY OF INTEREST, Article 22 REMEDIES, Article 24 TERMINATION, Article 25 FRANCHISE RELATIONSHIP, Article 27 INDEMNIFICATION, and Article 28 GENERAL PROVISIONS. Article 28 GENERAL PROVISIONS includes provisions with regard to notices as set forth in subsection 28.1, **the parties' choice of Georgia law and a Georgia forum** to resolve their disputes as set forth in subsection 28.9 and subsection 28.10, **the waiver of any right to trial by jury** as set forth in subsection 28.15 and Operator's agreement **not to pursue any class claims** as set forth in subsection 28.13. Pursuant to the Franchise Agreement and the Additional Business Amendment to which this Agreement is attached, these and all of the other applicable provisions of the Franchise Agreement will be read to apply also to this Agreement. To the extent that there is a conflict between the terms of this Agreement and the Franchise Agreement and if applicable the Assignment, the express terms of this Agreement will control with respect to the Permitted Use authorized under this Agreement and the limited sublicense granted for the Permitted Use. In addition, the Operator must not do anything in connection with the Site or the Satellite Unit that would adversely impact Chick-fil-A's reputation or image in the community and will not use or conduct operations from the Site on Sunday or Christmas Day. Chick-fil-A has the right to assign this Agreement to any person or entity in its sole and exclusive business judgment, and the benefits and obligations of Chick-fil-A under this Agreement will inure to and be binding upon any such assigns. The Operator may not lend, sublicense, subcontract, encumber or in any way transfer or assign the Site, the Satellite Unit or any of the Equipment, Leasehold Improvements or any rights under this Agreement, the Additional Business Amendment or the Concession Agreement, or transfer any interest in the Operator (if Operator is an entity), except as may be permitted under the Franchise Agreement. Chick-fil-A will retain all rights attendant to or associated with the ownership of the Equipment and license or sublease of the Site, including the right to depreciate the improvements and the Equipment at the Site for tax, accounting and all other purposes.

10. **Indemnification and Waiver.**

(a) If Chick-fil-A, or a subsequent operator of the Satellite Unit or a like business on the Site is subjected to any claim, demand or penalty or becomes a party to any suit or other judicial or administrative proceeding by reason of (i) any claimed act or omission by the Operator, if applicable the Operator-Owner or the Operator's agents, contractors or employees regarding or relating to the Concession Location(s) or any of the customers, agents, contractors or employees of Concessionor or the Concession Location(s); (ii) any claimed violation of any law or ordinance by the Operator, if applicable the Operator-Owner or its agents, contractors or employees regarding or relating to the Concession Location(s) or any of the customers, agents, contractors or employees of Concessionor or the Concession Location(s); (iii) any damages allegedly resulting from a breach by the Operator and/or if applicable the Operator-Owner of this Agreement or the Concession Agreement; (iv) any damages allegedly resulting from a willful misrepresentation by the Operator, if applicable the Operator-Owner or the Operator's agents, contractors or employees to Chick-fil-A or Concessionor; or (v) any personal injury, death or otherwise, allegedly caused by or resulting from the negligent or intentional action or misfeasance of the Operator, the

Operator's employees, agents, contractors, invitees or customers or if applicable the Operator-Owner; then the Operator and if applicable the Operator-Owner jointly and severally, will indemnify and hold harmless Chick-fil-A and any subsequent operator of the Satellite Unit against all judgments, settlements, penalties, expenses, attorneys' fees, court costs and other costs of litigation or administrative proceedings incurred by or imposed on Chick-fil-A.

(b) At the election of Chick-fil-A or any subsequent operator of the Satellite Unit, the Operator and if applicable the Operator-Owner will also defend Chick-fil-A or the subsequent operator in any action or suit in which a plaintiff claims or seeks damages or other award of the type listed above, subject to the rights of any one or more of Chick-fil-A or the subsequent operator of the Satellite Unit to control the litigation. The parties expressly understood and agreed that the covenants, agreements and services to be rendered and performed by the Operator under this Section 10 will survive any termination or expiration of this Agreement or the Franchise Agreement, whether voluntary or involuntary, with or without cause, and are special, unique, and of an extraordinary character.

(c) The Operator's and if applicable the Operator-Owner's obligations under this section will apply with respect to, among other things, the Satellite Unit, the Site, the Equipment, the Leasehold Improvements, in and on the Site, and any personal property of any person or entity, any personal injury or death, any claim, demand or penalty, and any suit or other judicial or administrative proceeding arising out of or relating to or in connection with the Site, the Equipment, the Leasehold Improvements, the Concession Agreement or this Agreement, as applicable, all of which will be the sole and exclusive responsibility of the Operator. This section is not intended to and does not convey any benefits to any third party and does not prevent the Operator from seeking indemnification from another third party whose actions, or the actions of the third party's employee, were the source of any injury, damage or loss.

(d) The Operator's obligations under this section will be in addition to any indemnity and insurance provisions contained in the Concession Agreement and in the Franchise Agreement.

(e) The Operator waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which otherwise might be required to be given under any present or future law. The Operator will not have, and hereby expressly waives, any and all rights which are or may be conferred upon the Operator by any present or future law to redeem this Agreement or the Site, or to re-enter the Site, or to restore the operation of this Agreement, after (i) re-entry by Chick-fil-A, (ii) any warrant to dispossess or judgment in ejection or (iii) any expiration or termination of this Agreement and the Agreed Term, whether such dispossession, re-entry, expiration or termination of this Agreement and the Agreed Term is by operation of law or pursuant to the provisions of this Agreement. If Chick-fil-A acquires possession without judicial proceedings, it will be deemed a re-entry within the meaning of that word as used in this Agreement and not a technical or legal definition. In the event that Chick-fil-A elects to recover possession by invoking judicial process, the Operator acknowledges that the Site is to be used for commercial purposes, and the Operator expressly waives and relinquishes any and all protections and rights afforded a commercial tenant under Georgia law, including without limitation O.C.G.A. § 44-7-52, if applicable, or any law of like import now or in the future in effect or applicable, if any.

11. **Effectiveness; Time is of Essence; Independent Contractor.** This Agreement will not become valid against either party hereto until it has been executed by the Operator and accepted and executed by Chick-fil-A in the State of Georgia. TIME IS OF THE ESSENCE with respect to the due performance of the terms, covenants and conditions contained in this Agreement, provided, however, that no delay or failure to enforce any of the provisions contained in this Agreement and no conduct or statement will waive or affect any of Chick-fil-A's rights under this Agreement. The Operator will have no authority, express or implied, to act as agent of Chick-fil-A or any of its affiliates for any purpose. The Operator is, and will remain, an independent contractor responsible for all obligations and liabilities, directly or

indirectly, resulting from the operation of the Satellite Unit located on the Site. All agreements, covenants and indemnifications contained in this Agreement or made in writing pursuant to the terms of this Agreement by or on behalf of the Operator will be deemed material and will survive expiration or sooner termination of this Agreement.

12. **Execution; Entire Agreement; Counterparts.**

(a) The parties acknowledge and agree that the data sheet attached as Exhibit A as it may be amended from time to time is complete and accurate and forms a part of this Agreement.

(b) This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment and the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the Satellite Unit as an Additional Business and the Concession Agreement, and supersede all prior agreements between the parties. No other representations or statements of any kind have induced the Operator to sign this Agreement except that the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into the Franchise Agreement and if applicable this Agreement (the "FDD"). No representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment, the Additional Business Amendment or in the FDD were made by either party and none will have any effect with reference to this Agreement. No officer, employee, or other servant or agent of Chick-fil-A is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment, the Additional Business Amendment or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless in writing and signed by Chick-fil-A.

(c) This Agreement may be executed in multiple counterparts and at various times and at various places by the several parties, all of which counterparts taken together will be deemed as one original. Executed copies of this Agreement, whether delivered by electronic transmission or otherwise, will be deemed to be as effective as original signatures.

13. **Severability.** Each and every provision of this Agreement is severable, and invalidity of one or more provisions will not, in any way, affect the validity of this Agreement or any other provision of this Agreement. If any phrase, clause or provision in this Agreement is deemed to be invalid by a court of competent jurisdiction, to the extent permitted by applicable law, it will not be stricken in its entirety and held totally void and unenforceable, but will remain effective to the maximum extent permissible.

14. **Captions.** The section headings in this Agreement are for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

**[Signature Page Follows.]**

**IN WITNESS WHEREOF**, the parties have each executed and delivered, or caused their duly authorized representative to execute and deliver, this Agreement as of the date first written above.

**OPERATOR [entity]:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

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

**[OR]**

**OPERATOR [individual]:**

\_\_\_\_\_

Name:

**CHICK-FIL-A, INC.**

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

Name: \_\_\_\_\_

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

**EXHIBIT A TO CONCESSION SUBLICENSE AGREEMENT**

Data Sheet – Concession Location(s) – terms, etc.

1. Operator: \_\_\_\_\_  
[Operator-Owner (if applicable): \_\_\_\_\_]  
Operator’s Business referenced in Subsection 3(d): \_\_\_\_\_  
\_\_\_\_\_
2. Concessionor referenced in Background Paragraph A above: \_\_\_\_\_
  - a. Concession Location 1 referenced in Background Paragraph A above:  
\_\_\_\_\_  
Address \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_
  - b. Concession Location 2 referenced in Background Paragraph A above:  
\_\_\_\_\_  
Address \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_
3. Effective Date (referred to in Subsection 4(a)): \_\_\_\_\_
4. Expiration Date of the Concession Agreement (referred to in the Concession Agreement):  
\_\_\_\_\_
5. Initial Hours of Operation (referred to in Subsection 2(d) of this Agreement and as may be referred to in the Concession Agreement):  
\_\_\_\_\_
6. Items that may be produced and sold from the Concession Location(s) (referred to in Subsection 3(c)):  
  
The following items or as otherwise mutually agreed in writing in advance by Concessionor and Chick-fil-A:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

7. Items that may be sold from the Concession Location(s), but must be produced at the Operator's Business (referred to in Subsection 3(c)):

The following items or as otherwise mutually agreed in writing in advance by Concessionor and Chick-fil-A:

---

8. Use/Occupancy Charge to Concessionor (referred to in Section 5):

---

---

9. Equipment and Equipment Rental (referred to in Section 6): **See Exhibit B, attached.**

10. [ Fee(s) to Chick-fil-A (referred to in Section 5: The calculation and payment of all fees and other operating costs and expenses related to the operation of the Concession Location(s) that are due and will be calculated under the terms of the Franchise Agreement will be as follows: ]

11. Additional Terms/Information:

**EXHIBIT B TO CONCESSION SUBLICENSE AGREEMENT**

**EQUIPMENT LEASE ADDENDUM**

**(Per Concession Location)**

## EQUIPMENT LEASE ADDENDUM

1. Chick-fil-A rents to the Operator, and the Operator rents from Chick-fil-A, commencing on the Effective Date, upon the terms and conditions stated below, the Equipment listed on Schedule 1 attached to this Equipment Lease Addendum (together with any replacements and additions or accessions to Schedule 1). The Operator agrees that Chick-fil-A will have the right, in its sole and exclusive business judgment, to substitute comparable Equipment for that which is listed on Schedule 1. The Operator will keep and maintain the Equipment only at the Concession Location(s), unless otherwise approved in writing by Chick-fil-A, may use the Equipment only in connection with the Operator's operation of the Concession Location(s), will service and repair the Equipment in order to maintain the Equipment's appearance and good working condition, and will not make any changes, alterations or additions to the Equipment without the prior written consent of Chick-fil-A and if applicable, Concessionor, all in accordance with Chick-fil-A's then current Minimum Standards, Guidelines and other policies and procedures as may be amended by Chick-fil-A from time to time. In servicing and repairing the Equipment, the Operator will solely use suppliers and vendors that demonstrate the ability to meet Chick-fil-A's then current Minimum Standards and Guidelines for the items and that possess adequate quality controls, experience and capacity to service and repair the Equipment and otherwise supply the Operator's needs promptly, accurately and reliably, provided that the Operator will also comply with the Concession Agreement. In the event of any conflict between Concessionor's requirements and Chick-fil-A's requirements, the Operator will notify Chick-fil-A before having any service or repair work performed. In the exercise of Chick-fil-A's sole and exclusive business judgment, Chick-fil-A may deliver used Equipment to the Concession Location(s) or leave Equipment at the Concession Location(s) which had been used at the Concession Location(s) prior to the date of this Agreement.

2. Commencing on the Effective Date, the Operator will pay to Chick-fil-A, in Atlanta, Georgia, a monthly rental for the Equipment based on its then current fair market rental which Chick-fil-A in its sole and exclusive judgment initially determined to be Seven Hundred Fifty and No/100 Dollars (\$750.00) (the "Equipment Rental"). Chick-fil-A will have the right from time to time to re-determine the Equipment Rental in its sole and exclusive business judgment based on the then current fair market rental value for the Equipment due to additions, subtractions, and modifications to the Equipment, market factors, inflation, passage of time or otherwise, and to update the Equipment Rental to an amount based on the then determined, current fair market rental, which will be set forth in a revised Equipment Lease Addendum and substituted and attached to this Agreement as revised Exhibit B. At Chick-fil-A's election, the program described in Section 14.12 of the Franchise Agreement will apply to the Operator's payment obligations described in this Agreement with respect to the Equipment and any other payment obligations of the Operator under this Agreement, and any adjustment or increases to the Operator's payment obligations.

3. Commencing on the Effective Date, the Operator will timely pay directly to the appropriate business, governmental entity or other person or entity any and all costs and expenses of operating and maintaining the Equipment for the Concession Location(s) during the Term of the Concession Agreement, including the following:

- (i) all charges, costs and expenses necessary to maintain the Equipment in good condition, ordinary wear and tear excepted;
- (ii) all taxes, levies and charges assessed against the Equipment and/or against the Operator or Chick-fil-A in respect of the Equipment, including but not limited to any property tax or any sales or use tax assessed on the Equipment Rental; and



(iii) all charges and costs of all ordinary repairs to the Equipment.

4. If in the sole and exclusive business judgment of Chick-fil-A any Equipment becomes worn out due to normal wear and tear and the affected Equipment cannot reasonably be repaired, then Chick-fil-A will replace the affected Equipment at its own expense. The Operator is responsible for and must replace at the Operator's own expense any and all equipment or other items not listed on Schedule 1 but used in the operation of the Concession Location(s), as and to the extent any of this equipment and other related items become worn out. Chick-fil-A will not be liable for any loss or damage to the Operator due to any inability to use or any interruption in the use of the Equipment or any other Concession Location(s) equipment, furnishings or fixtures.

**Schedule 1 to Equipment Lease Addendum**

**EQUIPMENT SCHEDULES**

[See attached]

(Certain equipment, furniture and/or fixtures may be provided by the third-party owner or manager of the Concession Location(s) and is not included in the Equipment provided by Chick-fil-A under this Equipment Lease Addendum. The license or other right to use, and the cost for any Concessionor provided equipment, furniture and/or fixtures is set forth in the Concession Agreement.)

**EXHIBIT C TO CONCESSION SUBLICENSE AGREEMENT**

**Concession Agreement**

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**ADDENDUM “2-B” TO FRANCHISE AGREEMENT**

**ADDITIONAL BUSINESS AMENDMENT FOR SATELLITE**

**(Business Entity)**

**THIS ADDITIONAL BUSINESS AMENDMENT FOR SATELLITE** (this “Amendment”) is made and shall be effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between CHICK-FIL-A, INC., a Georgia corporation, having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 (“Chick-fil-A”), its franchisee, \_\_\_\_\_, a \_\_\_\_\_[corporation][limited liability company] (the “Operator”) and \_\_\_\_\_, the original signatory to the Agreement (as defined below) in his/her individual capacity as the approved Operator thereunder (the “Operator-Owner”).

**BACKGROUND**

A. On or about \_\_\_\_\_, Chick-fil-A and the Operator-Owner entered into a Franchise Agreement with its attached Lease relating to the licensing and operation of the Chick-fil-A at \_\_\_\_\_, (address) (the “Agreement”);

B. On or about \_\_\_\_\_, 20\_\_ the Operator-Owner, after obtaining all required approvals and consents under the Agreement transferred and assigned his or her interest in the Agreement and the Business(es) for their remaining respective Agreed Terms to the Operator, an entity formed by the Operator-Owner for his or her convenience of ownership, pursuant to the terms and conditions of an Assignment and Consent to Assignment (the “Assignment”).

C. Pursuant to the terms of the Agreement, Chick-fil-A, the Operator and the Operator-Owner desire to amend and otherwise reaffirm the terms of the Agreement and the Assignment pursuant to the terms and conditions of this Amendment, including the designation of an Additional Business described in this Amendment to be operated under the Agreement, and to otherwise continue their respective performance under the Agreement and the Assignment.

**AGREEMENT**

**IN CONSIDERATION OF THE ABOVE** recitals, the mutual promises, covenants and agreements contained in this Amendment, as well as in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, agree as follows:

1. Pursuant to Section 2.6 of the Agreement, and subject to the terms and conditions of the Agreement as amended by this Amendment, Chick-fil-A licenses and grants the right to the Operator, and the Operator hereby accepts the license and grant and agrees, to operate the Additional Business as a Satellite Unit at the following address:

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

2. Pursuant to Section 2.6 of the Agreement, the date on which the Agreed Term begins for the Additional Business shall be the date first above written as the effective date of this Amendment.

3. Pursuant to Section 3.2 of the Agreement, the Operator shall pay an additional franchise fee with respect to the Additional Business of Five Thousand and No/100 Dollars (\$5,000.00) upon the execution of this Amendment, which when paid to Chick-fil-A shall be deemed fully earned and non-refundable.
4. Chick-fil-A currently estimates that the Additional Business will be opened (or the Operator's Commencement Date for the Additional Business pursuant to this Amendment will be) approximately \_\_\_\_\_, 20\_\_, based on Chick-fil-A's current projections of openings and the availability of existing restaurant businesses; provided, however, Chick-fil-A does not represent or warrant in any way that the Additional Business actually will be open or available for the Operator to commence the Additional Business on or after this date.
5. The Operator and the Operator-Owner hereby agree that the Additional Business described above shall be governed by the terms of the Agreement and the Assignment, as amended by this Amendment. Pursuant to Section 2.6 of the Agreement, the Concession Agreement and any Prime Lease, Ground Lease or other rental obligations of the Operator with respect to the Additional Business shall be attached to the Concession Sublicense Agreement for the Additional Business which is attached as Exhibit "A" to this Amendment.
6. This Amendment, including the Concession Sublicense Agreement and its attached Concession Agreement attached as Exhibit "A" and any other exhibits to the Concession Sublicense Agreement, shall be attached to, incorporated in, and become and constitute a part of the Agreement. Capitalized terms used but not otherwise defined in this Amendment, shall have the meaning ascribed to them in the Agreement.
7. Operator and the Operator-Owner acknowledge and agree to all of their respective obligations under the Assignment and the Agreement as if entered into, undertaken and otherwise made again this day (with this Amendment, including the Concession Sublicense Agreement and its attached Concession Agreement attached as Exhibit "A" and any other exhibits to the Concession Sublicense Agreement) and reaffirm the continuing existence and validity of the Agreement and the Assignment. Subject to their terms and conditions, as modified by this Amendment, the Agreement and the Assignment are in full force and effect as of the date of this Amendment, and shall remain in full force and effect.
8. Pursuant to the Assignment and this Amendment, the Operator-Owner agrees to be personally bound by, and personally liable for the breach of, each and every term and condition of the Agreement, including without limitation the provisions contained in this Amendment and the Concession Sublicense Agreement including its attached Concession Agreement attached as Exhibit "A" and any other exhibits to the Concession Sublicense Agreement. Nothing contained in this Amendment shall be deemed to relieve the Operator-Owner of any of his/her obligations contained in the Assignment or the Agreement. The Operator-Owner further agrees to, and by this instrument does hereby, guarantee the performance by the Operator, in the same manner and with the same recourse against the Operator-Owner, as if the Operator-Owner were the Operator, of all of the Operator's obligations, commitments, duties and liabilities under the Agreement, including without limitation the provisions contained in this Amendment and the Concession Sublicense Agreement including its attached Concession Agreement attached as Exhibit "A" and any other exhibits to the Concession Sublicense Agreement. Without limiting the foregoing, the Operator-Owner irrevocably and unconditionally guarantees to Chick-fil-A that: (i) the Operator shall pay all amounts to be paid and otherwise comply with all provisions of the Agreement or any other agreements with Chick-fil-A or its affiliates concerning the operation of the Businesses; and (ii) if the Operator defaults in making any such payments or complying with any such provisions, the

Operator-Owner shall pay forthwith upon demand all amounts due and owing Chick-fil-A and all damages that may arise as a result of any such non-compliance.

9. Any violation or breach by the Operator-Owner of any term or condition of the Assignment or the Agreement, including without limitation the provisions contained in this Amendment and the Concession Sublicense Agreement attached as Exhibit "A" and any other exhibits to the Concession Sublicense Agreement, shall also constitute a violation and breach of the same term or condition by the Operator, a default by the Operator under said Assignment and Agreement and, pursuant to its terms, grounds for termination and/or non-renewal of the Agreement, this Amendment and the franchise granted under such Agreement.

**IN WITNESS WHEREOF, Chick-fil-A, Inc., the Operator and the Owner-Operator, intending to be legally bound, have duly executed and delivered this Amendment as of the day and year first above written.**

**CHICK-FIL-A, INC.**

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

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

**Date:** \_\_\_\_\_

**[OPERATOR]**

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

**Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**OPERATOR-OWNER:**

\_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## EXHIBIT "A" TO ADDITIONAL BUSINESS AMENDMENT FOR SATELLITE

### CONCESSION SUBLICENSE AGREEMENT

THIS CONCESSION SUBLICENSE AGREEMENT (this "Agreement") for the Chick-fil-A Restaurant Site described in this Agreement is made by and between CHICK-FIL-A, INC., a Georgia corporation, as sublicensor or concessionaire having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 ("Chick-fil-A"), and \_\_\_\_\_, a \_\_\_\_\_, as sublicensee or sub-concessionaire (the "Operator"), and will be effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, the same date that the Additional Business Amendment for Satellite becomes effective, to which this Agreement is attached, is made a part of and is incorporated within (the "Additional Business Amendment").

#### BACKGROUND

**A.** Chick-fil-A is currently a party to a certain concession agreement attached as Exhibit C as it may be amended from time to time together with all its exhibits and schedules (the "Concession Agreement") with the third party owner or manager of the Site identified in the Concession Agreement ("Concessionor"). Under the Concession Agreement, Concessionor granted Chick-fil-A the right to conduct a restaurant business and/or a license to operate one or more Chick-fil-A concessions at the Site, consisting of the concession location(s) identified in the data sheet attached as Exhibit A as it may be amended from time to time (individually and collectively, the "Concession Location(s)"). The Site is sometimes also referred to in this Agreement as the "Concession Location(s)."

**B.** The Operator is a franchised Chick-fil-A® Restaurant business operator holding a valid Franchise Agreement (together with its attached Lease(s), any other existing Additional Business Amendment(s), and all other exhibits and amendments, collectively the "Franchise Agreement").

**C.** Chick-fil-A desires to sublicense its rights and privileges under the Concession Agreement to the Operator, and the Operator desires to accept the sublicense and faithfully perform Chick-fil-A's obligations under the Concession Agreement as part of a set of rights granted by Chick-fil-A to the Operator under the Franchise Agreement to operate a certain quick-service food business at the Concession Location(s) as an Additional Business that is a Satellite Unit under the trade name "Chick-fil-A" pursuant to the Franchise Agreement. The Additional Business that is operated pursuant to the Additional Business Amendment and this Agreement, is sometimes also referred to in this Agreement as the "Satellite Unit."

**D.** This Agreement, its attached Concession Agreement and the Additional Business Amendment to which they are attached are a part of and are incorporated by reference into the Franchise Agreement. This Agreement and its attached Concession Agreement is the applicable Exhibit to the Additional Business Amendment that is used for Satellite Units in place of any Lease.

#### AGREEMENT

In consideration of the above recitals, the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, agree as follows:

1. **Recitals; Definitions.** The parties incorporate into this Agreement the recitals under the Background section above as if stated here in full. Capitalized terms used but not otherwise defined in this Agreement, including in Exhibit A, Exhibit B and Exhibit C as they may be amended from time to time,

which are incorporated in and made a part of this Agreement by this reference, will have the meanings given to them in the Franchise Agreement and the Additional Business Amendment.

2. **Sublicense; Use; Operator Duty to Perform Under Concession Agreement.**

(a) As of the effective date of this Agreement, subject to the terms and conditions of the Franchise Agreement, the Additional Business Amendment and this Agreement, Chick-fil-A grants a limited sublicense or subconcession (collectively, “sublicense”) to the Operator of all of its rights and privileges under the Concession Agreement to use and occupy the Site solely for the Additional Business that is a Satellite Unit during the Agreed Term of this Agreement (as defined in Section 4), selling only such products and operating in such a manner as permitted and prescribed pursuant to the Franchise Agreement (“Permitted Use”). The limited sublicense is non-exclusive, and no so-called “exclusive,” “protected” or other territorial rights in the Site, the Satellite Unit, the Concession Location(s), or the contiguous market area around the Concession Location(s) are granted or inferred. All rights and licenses not expressly granted to the Operator under the Franchise Agreement, the Additional Business Amendment and this Agreement are reserved exclusively by and unto Chick-fil-A.

(b) The Operator accepts the above grant of the limited sublicense and agrees to be bound by and observe and faithfully perform Chick-fil-A’s obligations, agreements, commitments, duties and liabilities as if the Operator is the licensee or concessionaire under the Concession Agreement, except as otherwise agreed by Chick-fil-A and the Operator and stated on the data sheet attached as Exhibit A. Notwithstanding the above, Chick-fil-A will provide and install the Equipment and any additional Equipment pursuant to Section 6 of this Agreement.

(c) The Operator acknowledges and agrees that its rights under this Agreement are derivative of the Operator’s status as an Operator under the Franchise Agreement and that these rights will terminate automatically upon the expiration or termination of the Franchise Agreement. The Operator will comply with and perform all of the terms, conditions and covenants of the Franchise Agreement. A breach of any of the terms, conditions or covenants of the Franchise Agreement by the Operator will constitute a breach of this Agreement. Neither the Operator nor its employees, agents, contractors or invitees will perform any act, neglect to perform any duty or fail to adhere to any standard of conduct, with respect to the franchised Businesses and/or with respect to the Satellite Unit, that would constitute a violation of this Agreement, the Concession Agreement or the Franchise Agreement, as applicable.

(d) The Operator will use and occupy the Site solely for the Permitted Use. The Site, as well as the Operator’s use and occupancy of the Site, is subject to the terms and conditions in the Concession Agreement, and any and all agreements or instruments now or in the future of record or otherwise affecting title to or otherwise affecting title to or use of the Site, including any prime lease, ground lease or other title documents, which will be attached as exhibit(s) to the Concession Agreement. The Operator will open and operate the Business only on Monday through and including Saturday each week (excluding Christmas Day) during the minimum hours as may be required under the Concession Agreement and any applicable prime lease, ground lease or other title documents, unless otherwise limited by state or local laws and ordinances, and will otherwise observe and abide by the Franchise Agreement, as well as Chick-fil-A’s then current Minimum Standards and Guidelines as they may be modified from time to time concerning the hours of operation of the Business. The Operator will not use, and will not permit any person to use, any part of the Site in violation of this Agreement, the Franchise Agreement, the Concession Agreement and any applicable prime lease, ground lease or other title documents or Chick-fil-A’s then-current Minimum Standards and Guidelines. The Operator will keep the Site in a clean and wholesome condition, and will repair, maintain and conduct the Satellite Unit on the Site in strict compliance with this Agreement, the Franchise Agreement, the Concession Agreement and any applicable prime lease, ground lease or other title documents or Chick-fil-A’s then-current Minimum Standards and Guidelines, all as modified from



time to time. Unless Chick-fil-A (or Concessionor) is remodeling or re-building the Site pursuant to Subsection 3(e) of this Agreement, the Operator will continuously occupy the Site during the Agreed Term and will not vacate or abandon the Site at any time during the Agreed Term, except during designated periods if the use of the Site is seasonal or otherwise limited to certain periods under the Concession Agreement. The Operator will continuously occupy the Site during the applicable periods during the Agreed Term and will not vacate or abandon the Site at any time during the applicable periods during the Agreed Term. The Operator will use only such fixtures, furnishings, signs, other leasehold improvements and similar items and supplies (collectively, the "Leasehold Improvements") as meet all applicable then current Minimum Standards and Guidelines, and otherwise conform to the requirements of this Agreement and the Franchise Agreement, unless otherwise approved in writing by Chick-fil-A in advance.

(e) The Operator will use and occupy the Site in compliance with all laws, statutes, ordinances, rules, orders and regulations of governmental authorities in effect from time to time, applicable to or affecting the occupancy, operation and maintenance of the Business or the Site, including all applicable federal, state, county, municipal and local health, safety and sanitation laws, statutes, ordinances, rules, orders and regulations, wage and hours laws, zoning and building code restrictions, the Americans with Disabilities Act, fire, environmental laws, and all directions of all public officers applicable to the any one or more of the Site, the Business or the Operator. Environmental laws include 42 U.S.C. §9601 et seq., 42 U.S.C. §6901 et seq., 49 U.S.C. §1801 et seq., 15 U.S.C. §2601 et seq., and local, state and federal regulations promulgated under these federal statutes.

(f) The Operator hereby acknowledges and agrees that the Operator's operation of the Site during the Term of this Agreement could be restricted or changed as a result of an amendment or modification to the Concession Agreement either entered into by Chick-fil-A in the exercise of its sole and exclusive business judgment with Concessionor or otherwise binding on Chick-fil-A (including without limitation an amendment or modification to any one or more of any prime lease, ground lease, or other title documents or the manner of calculating the use/occupancy fee payable to Concessionor as provided for under the Concession Agreement and summarized on the data sheet attached as Exhibit A. These amendments or modifications could include changes to the Operator's ability or right to offer menu items, use or place signage, engage in promotions or marketing efforts, have or enjoy interior or exterior physical restaurant layouts, designs, access, driveways, parking or other premises features and matters. The Operator consents and agrees to abide by, and specifically waives and releases any claim or demand the Operator has or may have under the Franchise Agreement, this Agreement or otherwise arising out of or relating to, any amendments or modifications to the Concession Agreement (including with regard to any covenants or restrictions and any final, new or substituted fees payable to Concessionor). Chick-fil-A will exercise commercially reasonable efforts to notify the Operator of any amendment or modification impacting the Site, but any delay or lack of notice will not affect the Operator's consent, agreement, waiver or release granted above, or the validity or enforceability of any amended or modified provision agreed to by Chick-fil-A and Concessionor from time to time.

(g) The Operator will not make any agreement with Concessionor which does or could modify, amend, cancel or terminate the Concession Agreement.

(h) Chick-fil-A and the Operator acknowledge and agree that the actual title of the Concession Agreement may differ from the words "Concession Agreement" and the definitions assigned to Chick-fil-A as licensee or concessionaire and to Concessionor may also differ from the terms used in this Agreement, but for purposes of this Agreement the terms "Concession Agreement," "Concessionor" and "Concessionaire" will be used to refer to the corresponding title and terms actually used in the Concession Agreement.

(i) Chick-fil-A is sublicensing to the Operator, subject to the terms and conditions of this Agreement, only those rights acquired by Chick-fil-A by virtue of the Concession Agreement. The Concession Agreement describes Concessionor's duties which Concessionor, and not Chick-fil-A, is obligated to perform. If Concessionor fails to perform its duties under the Concession Agreement, the Operator must send Chick-fil-A written notice describing Concessionor's default in detail. Upon receipt of the notice, Chick-fil-A will then promptly notify Concessionor and demand performance of the Concession Agreement. In the event the Operator wishes to engage the services of an attorney to settle any disputes arising out of the Concession Agreement, all fees and costs will be borne by the Operator, it being understood that Chick-fil-A is under no obligation to bring or defend any action brought by or against the Operator or Concessionor.

(j) The Operator acknowledges that there may be certain provisions in the Concession Agreement, including any provision against competition among the licensees or concessionaries of the overall premises in which the Site is located, requiring performance by other licensees or concessionaries within the premises or by the Concessionor. Chick-fil-A will not be liable for any breach or default of any of these provisions by any other licensees or concessionaries within the overall premises or by the Concessionor, or for Concessionor's failure, inability (whether temporary or indefinite), or simple refusal, to enforce any of these provisions. The Operator further acknowledges that Chick-fil-A will have no obligation whatsoever to require Concessionor to enforce any provision against any other licensees or concessionaires.

(k) This Agreement is not and shall not be interpreted or deemed to be an assignment of the Concession Agreement to the Operator. It is the express intent of the parties to enter into a sublicense or subconcession agreement between Chick-fil-A and the Operator and not to make an assignment of the Concession Agreement to the Operator.

### 3. **Operator Warranties and Obligations.**

(a) The Operator and if applicable, the Operator-Owner pursuant to the Additional Business Amendment, each represents and warrants to Chick-fil-A that the execution, delivery and performance of this Agreement by the Operator and if applicable the Operator-Owner will not contravene any certificate of incorporation or certificate of formation, by-laws, operating agreement, law or regulation or agreement applicable to the Operator and if applicable, the Operator-Owner, or this Agreement or the Concession Agreement. The Operator and if applicable the Operator-Owner each further covenants and agrees to comply with all laws and regulations applicable to the Operator and the Operator-Owner, respectively, during the Term in conjunction with the Operator's or as applicable the Operator-Owner's performance of the Concession Agreement as sublicensee or subconcessionaire.

(b) By taking possession of the Site, the Operator acknowledges and agrees that the Operator has inspected the Site and the improvements on the Site and found them to be in a safe, satisfactory, and completed condition. The Site, including the Equipment and the Leasehold Improvements in and on the Site, are provided to Operator by Chick-fil-A and/or Consignor "**AS IS**" and "**WHERE IS**" and without any warranty of any kind from Chick-fil-A. Chick-fil-A expressly disclaims any representations or warranties, express or implied, statutory or otherwise, with respect to the Site, including the Equipment and the Leasehold Improvements, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

(c) The menu of Products that may be offered, sold and distributed from the Concession Location(s) will be limited to the Products authorized under the Concession Agreement and stated on the data sheet attached as Exhibit A. If stated in Exhibit A, certain Products sold or distributed from the Concession Location(s) identified in Exhibit A may be freshly produced at the Concession Location(s),

while other Products or the components of other Products identified in Exhibit A must be freshly produced in the Business identified in Exhibit A, which will serve as a commissary for the Concession Location(s), and delivered to the Concession Location(s) via approved Temperature Management System (TMS) bags. Notwithstanding any provision of this Agreement, only Products that are approved for sale in the Chick-fil-A System (and specifically approved for sale at the Concession Location(s)) may be sold from, produced and/or held in the Concession Location(s). Products or components of Products freshly produced at the Concession Location(s) may only be sold or distributed from the Concession Location(s) and may not be sold, delivered, or given away to the Operator's Business identified in Exhibit A, any other Business(es) which the Operator has the right to operate under the Franchise Agreement (if any), to customers or consumers located elsewhere or to other Chick-fil-A® franchisees.

(d) Product production and the manner of delivery, storage and holding of Product, Product components and Ingredients, at, in or between the Concession Location(s) and the Business, if applicable, will be performed according to Chick-fil-A's then-current Minimum Standards, including any Guidelines for Satellite Unit locations established by Chick-fil-A, and delivered to or otherwise made available to the Operator from time to time. The provisions, terms and conditions of the Franchise Agreement concerning the sources for purchase of Products and Ingredients will apply to the sources of Products and Ingredients to supply the Concession Location(s). Any transportation of Products, Ingredients, promotional items, and other items by the Operator will comply with and will otherwise adhere to all applicable health, sanitation, food handling, food transportation and insurance requirements provided by law, the requirements contained in the Franchise Agreement, the Concession Agreement and as otherwise required by Chick-fil-A (whichever provides the most stringent requirements).

(e) Subject to the terms and conditions of the Concession Agreement, if at any time Chick-fil-A or Concessionor determines in the exercise of its sole and exclusive business judgment that the Site should be remodeled, refurbished, rebuilt or relocated, Chick-fil-A, Concessionor, or as applicable, their respective agents and designees will have the right to reenter the Site and to remodel, refurbish, rebuild or relocate the Business and/or the Site, in accordance with Chick-fil-A's and/or Concessionor's then-current policies and procedures for the remodeling, refurbishing, rebuilding and relocating of sites, including without limitation making such site selection and design, structural, remodeling, redecoration and other modifications and changes to the Site, Equipment, the Leasehold Improvements, design and décor, trade dress, color scheme and other things as Chick-fil-A and/or Concessionor deems necessary or appropriate. Notwithstanding anything to the contrary contained in this Agreement, the Franchise Agreement and/or the Concession Agreement, the Operator will permit and cooperate with Chick-fil-A and/or Concessionor and their respective agents and designees to coordinate and complete, any such remodeling, refurbishment, rebuilding or relocating of the Site.

(f) The Operator will not make or permit any change in, alteration of, or addition to any part of the Site, or remove any Leasehold Improvements or any of the Equipment, unless required by or agreed to by Chick-fil-A and/or as applicable Concessionor as provided in the Concession Agreement. All buildings and improvements and all plumbing, heating, lighting, electrical and air conditioning fixtures and equipment and all property which, as of the Effective Date, are the property of Chick-fil-A (including the Equipment) or of Concessionor or the fee owner of the Site, are and will remain the property of the respective owner and considered to be leased or sublicensed under this Agreement.

(g) The Operator acknowledges the insurance requirements set forth in Section 7 of the Franchise Agreement and covenants and agrees to maintain in full force and effect during the entire Agreed Term, at the Operator's own expense, insurance on the Site and for the operation of the Satellite Unit as set forth and otherwise required pursuant to Section 7 of the Franchise Agreement, including any changes or modifications, subject to any additional or greater coverage requirements and terms and conditions under the Concession Agreement or any prime lease or ground lease. -If the Operator fails to obtain the required

insurance, Chick-fil-A may at its option, but is not obligated to, purchase the insurance, and the Operator will reimburse Chick-fil-A pursuant to Subsection 5(f). Additionally, Chick-fil-A may elect, in Chick-fil-A's sole and exclusive business judgment, and the Operator may authorize Chick-fil-A from time to time to purchase and administer the required minimum insurance on the Operator's behalf. In any event, by placing any required minimum insurance, Chick-fil-A assumes no responsibility for coverage or premium expenses nor guarantees coverage or payment for any losses sustained by the Operator.

(h) Subject to the terms and conditions of the Concession Agreement, Chick-fil-A and its designees will have the right to enter and inspect the Site at any time on any Business Day, without notice to the Operator, to insure that the Operator and all aspects of the Site are in compliance with this Agreement, the Concession Agreement and all then current Minimum Standards and Guidelines as described and/or defined in the Franchise Agreement.

(i) The Operator and if applicable, the Operator-Owner reaffirms the provisions of Section 25.3 of the Franchise Agreement as applicable to the Satellite Unit, and each acknowledges and agrees that the Satellite Unit involves risk, and the success or lack of success of any particular Chick-fil-A Business is unknown. The Operator and if applicable, the Operator-Owner each has made its own independent determination of the viability of and within this particular location and is not relying on any representations or claims whatsoever as to the actual or prospective profitability, ease of operation, success or failure, costs to construct, of this or any other Chick-fil-A concession restaurant business located within Concessionor's premises.

#### 4. **Term; Termination.**

(a) Unless earlier terminated as provided in this Agreement or in the Franchise Agreement, the initial term of this Agreement with respect to the Satellite Unit (the "Initial Term") will commence as of the Effective Date of this Agreement and will end on the Thirty-First day of December of the year in which the Effective Date occurs. The Initial Term, together with any and all extensions of the Initial Term and subject to the rights for earlier termination or expiration pursuant to this Agreement or the Franchise Agreement, is sometimes referred to in this Agreement as the "Agreed Term" or the "Term." Unless this Agreement, the Franchise Agreement or the Concession Agreement is terminated earlier, the Agreed Term of this Agreement will be automatically extended for successive additional periods of one (1) year, unless written notice of intent not to renew either the Franchise Agreement or this Agreement is given by either party to the other at least thirty (30) days prior to the end of the Agreed Term; provided however, this Agreement may not be renewed if the Operator does not have the right to renew the Franchise Agreement or does not have the right to renew the Franchise Agreement with respect to the Satellite Unit or the Franchise Agreement is otherwise terminated or not renewed, as provided in Section 2.3 of the Franchise Agreement. In addition to Chick-fil-A's right to amend or modify the Concession Agreement pursuant to this Agreement, Chick-fil-A will have the right to change the terms and conditions of this Agreement upon a renewal pursuant to Section 2.4 of the Franchise Agreement by giving the Operator a written notice of the changed terms and conditions at least forty-five (45) days prior to the end of the then-current Term, in which case the Operator will have fifteen (15) days from the date of the notice to decide and to notify Chick-fil-A in writing of the Operator's decision to either renew or not renew upon the changed terms and conditions offered. The Operator's failure to provide timely notice to Chick-fil-A of a decision to either renew or not renew upon the changed terms and conditions offered will be deemed to be an election by the Operator to terminate this Agreement at the end of such Agreed Term.

(b) The rights granted under this Agreement are contingent upon the Franchise Agreement, the Additional Business Amendment, this Agreement and the Concession Agreement being in full force and effect. Notwithstanding anything in this Agreement to the contrary, this Agreement with respect to the Satellite Unit, the Site of which is subject to the Concession Agreement and may be subordinate and further

subject to any prime lease, ground lease or other title documents attached as exhibits to the Concession Agreement, will terminate automatically, without any notice to the Operator upon (i) the expiration or earlier termination of the Concession Agreement, or any applicable prime lease or ground lease for the Site; (ii) the termination, expiration, closure or loss of the Concession Location(s); or (iii) the termination or expiration of the Franchise Agreement or the Additional Business Amendment. Chick-fil-A will have the sole right in the exercise of its sole and exclusive business judgment whether to exercise any termination rights or renewal rights under the Concession Agreement and whether to negotiate and agree upon any renewal terms, which may result in amendments or modifications to the Concession Agreement, including those described in Subsection 2(f).

(c) Notwithstanding anything in this Agreement to the contrary, in addition to the above, this Agreement with respect to the Satellite Unit will terminate automatically without any notice to the Operator if and when the Operator (or, as applicable, the Operator-Owner) dies or becomes disabled to the extent that the Operator (or, as applicable, the Operator-Owner) is unable to perform the obligations required under the Franchise Agreement and this Agreement.

(d) If: (i) the Operator does not diligently make application for and pursue the required permits and licenses to operate the Satellite Unit; and/or (ii) the Operator does not open the Concession Location(s) within forty-five (45) days after Chick-fil-A completed its obligation to provide and install the Equipment and any additional Equipment pursuant to Subsection 6(a) and the Equipment Lease Addendum attached to this Agreement as Exhibit B and after Concessionor completed construction and development of the Concession Location(s) and access to the Concession Location(s) was provided by Concessionor (or earlier time period required under the Concession Agreement for commencement of operation of the Satellite Unit), then the Operator will be in material default under this Agreement and Chick-fil-A may terminate this Agreement upon ten (10) days' written notice.

(e) In addition to the termination provisions elsewhere in this Agreement, including in this Section 4, this Agreement and the term and license granted in this Agreement are subject to the limitation that upon the occurrence, at any time prior to or during the Term, of any one or more Events of Default (as defined below), the Operator is in default under this Agreement, Chick-fil-A will have the right and, at its election, may terminate this Agreement pursuant to Subsection 4(f) below without any prejudice to any other remedy available to Chick-fil-A at law or in equity. The following events (referred to as "Events of Default") will each be an event of default by the Operator under this Agreement: (i) the Operator defaults in the payment of any installment of the Use/Occupancy Charge, the Equipment Rental or any other sum due under this Agreement; (ii) the Operator (or, as applicable, the Operator-Owner) defaults in any of the covenants, agreements, conditions or undertakings to be performed, observed or adhered to by the Operator (or, as applicable, the Operator-Owner) under this Agreement other than the payment of the Use/Occupancy Charge, the Equipment Rental or any other sum due under this Agreement, and other than any other Event of Default listed in this Subsection 4(e), and such default continues for ten (10) days after notice in writing to the Operator; (iii) the Operator (or, as applicable, the Operator-Owner) attempts or otherwise purports to assign or encumber this Agreement (or the Operator's interest in this Agreement or in the Site) to or to sublet or allow occupancy of the Site by a third party without the express written consent and approval of Chick-fil-A, and Concessionor, contrary to Section 9 below; (iv) the Operator (or, as applicable, the Operator-Owner) violates, breaches or otherwise defaults in any of the terms of the Franchise Agreement, the Concession Agreement or the Additional Business Amendment, or the Franchise Agreement, the Concession Agreement or the Additional Business Amendment terminates or expires by lapse of time or otherwise; (v) the Operator or any of its officers, directors, members, employees, agents or contractors (including, without limitation, as applicable, the Operator-Owner) performs any act, neglects to perform any duty or fails to adhere to any standard of conduct that would constitute a violation or default (or threatens to violate or default) under the Concession Agreement, any prime lease, ground lease or other title documents (or any document related to any of the above); (vi) the Operator vacates or abandons the Site.

(f) Upon the occurrence of an Event of Default as set forth in Subsection 4(e) above, Chick-fil-A, in the exercise of its sole and exclusive business judgment, will have the right, upon its election, to terminate this Agreement immediately and to declare the Term of this Agreement ended upon delivering written notice of termination to Operator, without any further obligation or liability to the Operator. If this Agreement is terminated under this Subsection 4(f) or otherwise terminates or expires, then (1) the Franchise Agreement will also immediately and automatically terminate or expire as to the Satellite Unit effective as of the effective date of termination or expiration of this Agreement and at the election of Chick-fil-A, in the exercise of its sole and exclusive business judgment, as to one or more or all of any other of the Businesses operated under the Franchise Agreement, effective as of the effective date of termination or expiration of this Agreement upon delivering written notice of termination to Operator, without any further obligation or liability to the Operator; and (2) Chick-fil-A will have the right to re-enter upon and take possession of the Site without further formality and without the necessity of any court action, dispossession proceeding, or further notice or legal proceedings whatsoever. Chick-fil-A and the Operator also expressly acknowledge and agree that the termination, expiration, or revocation of the Franchise Agreement by either party for any reason, either in whole or in part, will also terminate this Agreement effective immediately, without further notice being required.

(g) Upon termination or expiration of this Agreement, the Operator will quit and surrender the premises of the Concession Location(s) to Chick-fil-A but the Operator will remain liable for the balance of the Use/Occupancy Charge, the Equipment Rental or any other sum due under this Agreement to Chick-fil-A or any payments due Concessionor as provided in the Concession Agreement and/or in this Agreement. The Operator agrees that upon default Concessionor may demand, receive and collect any monies due or falling due after the default without in any manner affecting the status of the default or any notice of suit, action, order or judgment related to the default. Upon termination of the Concession Agreement and/or this Agreement, any payment made by the Operator to Chick-fil-A or Concessionaire or any court will not: (i) reinstate, continue or extend the term of this Agreement; (ii) affect any notice previously given to the Operator; or (iii) operate as a waiver of the right of Chick-fil-A to obtain access to and possession of the Concession Location(s) by proper suit, action, proceeding or remedy. All monies collected will be deemed to be payments made in accordance with the terms of this Agreement or applied toward any outstanding balances owed by the Operator.

(h) Notwithstanding anything to the contrary contained in this Agreement or in the Franchise Agreement, the terms of this Agreement and the Operator's use, occupancy, maintenance, repair and restoration of the Site are subject and subordinate to the terms, covenants, conditions, agreements and requirements of the Concession Agreement and any prime lease, ground lease or other title documents attached as exhibit(s) to the Concession Agreement. The Operator must not commit or permit to be committed on or with regard to the Site any act or omission that will violate any term or condition of the Concession Agreement or any attached prime lease, ground lease or other title documents. Chick-fil-A may exercise any and all remedies available to Concessionor under the Concession Agreement in order for Chick-fil-A to enforce its rights under this Agreement, in addition to any other remedies provided under this Agreement or the Franchise Agreement or available at law or in equity.

#### **5. Use/Occupancy Charge to Concessionor; Payments to Chick-fil-A.**

(a) Except as specifically provided for under the Concession Agreement and stated on the data sheet attached as Exhibit A, the Operator agrees to directly make all payments to Concessionor for use/occupancy of the Concession Location(s) required under the Concession Agreement in the manner required (collectively, the "Use/Occupancy Charge"). The Use/Occupancy Charge may be described as a use/occupancy fee, rent, license fees, service fees or otherwise. Alternatively, Concessionor may collect the Gross Receipts of the Satellite Unit from sales to customers and then distribute to the Operator (or

Chick-fil-A on the Operator's behalf) a "commission," where the commission is the balance of the Gross Receipts after Concessionor subtracts the Use/Occupancy Charge amount (and if applicable, any sales tax Concessionor undertakes the responsibility to report and pay). The Use/Occupancy Charge is summarized on the data sheet attached as Exhibit A. Except as specifically stated on the data sheet attached as Exhibit A, as between Chick-fil-A and the Operator, Chick-fil-A will not have any monetary obligation to Concessionor under this Agreement. If the Operator is late in making any payment or fails to make any payment due to Concessionor under the Concession Agreement, the Operator will indemnify and hold harmless Chick-fil-A pursuant to Section 10 of this Agreement.

(b) At the election of Chick-fil-A, the payment program described under Section 14.12 of the Franchise Agreement will apply to the Operator's payment obligations with respect to the Use/Occupancy Charge and any of the Operator's other payment obligations described in the Concession Agreement, and any adjustment or increases to the Operator's payment obligations.

(c) Notwithstanding anything to the contrary in the Concession Agreement, as between Chick-fil-A and the Operator, all Gross Receipts generated as a result of sales from the Satellite Unit, will be deemed to be Gross Receipts of the Operator, and the Operator and not Chick-fil-A will have sole responsibility for payment of any sales, use, or excise tax, any apportioned personal property tax or any other tax arising from the Satellite Unit, the sale and distribution of Products and promotional items, the lease of the Equipment and/or the presence of the Equipment at the Satellite Unit, directly or through Concessionor. The parties acknowledge and agree that sales, use, or similar taxes may be due and payable even when Products and promotional items are given away and not sold.

(d) Gross Receipts generated as a result of sales from the Satellite Unit will be accounted for on a separate Fee Calculation Report for the Satellite Unit. Except as specifically stated on the data sheet attached as Exhibit A, the Fee Calculation Report will also reflect the calculation and payment of all fees and other operating costs and expenses related to the operation of the Satellite Unit that are due and will be calculated under the terms of the Franchise Agreement. Chick-fil-A will have the right and Operator authorizes Chick-fil-A to account for the Gross Receipts, fees, operating costs, expenses and taxes incurred with respect to the Satellite Unit and to make calculations and allocations to Operator's Businesses as may be required under the Franchise Agreement and in order to effectuate the terms of the Franchise Agreement and this Agreement and to produce the Fee Calculation Report for each of Operator's Businesses.

(e) The Operator understands and agrees that the Operator's obligation to furnish and send reports and records pursuant to Section 15.1 and Section 15.2 of the Franchise Agreement applies to the Satellite Unit and includes all reports and records designated by Chick-fil-A that the Operator furnishes to or receives from Concessionor. The Operator authorizes Chick-fil-A to request and receive any reports and records it designates relating to the Satellite Unit directly from Concessionor.

(f) If any charge, fee, cost or expense which the Operator is obligated to pay pursuant to this Agreement or the Concession Agreement is initially billed to or paid by Chick-fil-A, Chick-fil-A will have the right to rebill the amount to the Operator. If Chick-fil-A rebills any amount to the Operator, the Operator will pay promptly the rebilled charge, fee, cost or expense directly to the appropriate business, governmental authority or other person or entity. If Chick-fil-A, at its election, pays any charge, fee, cost or expense on behalf of the Operator, the Operator will reimburse Chick-fil-A immediately upon the Operator's receipt of Chick-fil-A's written notice of having made the payment, in Chick-fil-A's sole and exclusive business judgment, either by (i) issuing Chick-fil-A a check or (ii) acknowledging and, to the extent required, approving Chick-fil-A's adjustments to the amounts owed by Chick-fil-A to the Operator or owed by the Operator to Chick-fil-A under the Franchise Agreement.

(g) If the Operator fails to perform any of its obligations under this Agreement or under the Concession Agreement, Chick-fil-A, at its option, may (but is not required to) do the same or cause the same to be done, in addition to any and all other rights and remedies of Chick-fil-A. The cost incurred by Chick-fil-A in connection with such performance by Chick-fil-A will be an additional charge due from the Operator to Chick-fil-A, together with interest for the period beginning with the original due incurred to the date of actual payment at an annual rate equal to the highest rate allowed by law or, if there is no maximum rate permitted by law, then a rate equal to one and one-quarter percent (1.25%) per month. Interest will be calculated on the basis of monthly compounding and the actual number of days elapsed divided by 365. Interest will be in addition to any other rights or remedies Chick-fil-A may have under this Agreement.

6. **Leased Equipment and Fee.**

(a) Pursuant to the terms and conditions of this Agreement and the Equipment Lease Addendum attached to this Agreement as Exhibit B as it may be amended from time to time, Chick-fil-A has delivered, or will deliver to the Site, the Equipment (as defined below) and other property described in the Equipment Lease Addendum solely for use in the operation of the Satellite Unit. "Equipment" means the equipment and other property delivered, or to be delivered to the Site, by Chick-fil-A as described in the Equipment Lease Addendum together with any replacements of and additions or accessions to the original equipment.

(b) In consideration of the lease of the Equipment, the Operator will pay to Chick-fil-A when due, the Equipment Rental stated in Exhibit B.

7. **Default; Termination and Expiration.** In addition to the termination and expiration provisions in Section 2 and Section 4 of this Agreement, this Agreement and the rights granted under this Agreement may be terminated for a default under this Agreement or the Concession Agreement in the manner provided in the Franchise Agreement or the Concession Agreement. A default by the Operator under the Concession Agreement will also be a default under this Agreement and the Franchise Agreement. Subject to Section 8 of this Agreement, if this Agreement is terminated or expires, then the Franchise Agreement shall also immediately and automatically terminate or expire as to the Satellite Unit, and at the election of Chick-fil-A, in the exercise of its sole and exclusive business judgment, as to one or more or all of any other of the Businesses operated under the Franchise Agreement, effective as of the effective date of termination or expiration of this Agreement upon delivering written notice of termination to Operator, without any further obligation or liability to the Operator. The rights granted under this Agreement, including the sublicense granted in Subsection 2(a) of this Agreement, will also immediately and automatically terminate or expire effective as of the effective date of termination or expiration of this Agreement, and Chick-fil-A will have the right to enter upon and take possession of the Site and the Satellite Unit without further formality and without the necessity of any court action, dispossession proceeding, or further notice or legal proceedings whatsoever. The Operator agrees to vacate the Site and the Satellite Unit immediately upon the termination or expiration of this Agreement or the Concession Agreement and the accompanying sublicense and to permit the peaceable possession of the Site and the Satellite Unit by Chick-fil-A or, at Chick-fil-A's election, a Chick-fil-A affiliate or another Chick-fil-A franchisee. Chick-fil-A may operate the Concession Location(s) directly or through an affiliate or may offer the right to operate the Concession Location(s) to another franchisee.

8. **Survival.** Upon the termination, expiration, or suspension of this Agreement, all obligations under this Agreement and under the Franchise Agreement that expressly or by their nature are intended to survive the termination or expiration of this Agreement, including, but not limited to, any limitations of liability, and the Operator's and if applicable, the Operator-Owner's reporting, payment and indemnification obligations to Chick-fil-A (as well as any like obligations under the Franchise Agreement



and if applicable the Assignment, which were incorporated by reference into the Additional Business Amendment and this Agreement), will survive the termination, expiration or suspension of this Agreement.

9. **Compliance with Franchise Agreement and the Assignment.** Except as specifically provided in this Agreement, the Operator, and if applicable, the Operator-Owner, respectively, will comply with all of the provisions of the Franchise Agreement and if applicable the Assignment with respect to this Agreement, the Site and the Satellite Unit, even if not specifically described or referred to in this Agreement. As a reminder, but in no way limiting the application of all of the other provisions of the Franchise Agreement, the provisions of the Franchise Agreement include: Article 5 DAMAGE TO SITE, EQUIPMENT OR LEASEHOLD IMPROVEMENTS, PERSONAL INJURY, Article 7 INSURANCE, Article 12 STANDARDS OF CLEANLINESS, SANITATION AND BUSINESS CONDUCT, Article 18 TRADE SECRETS AND CONFIDENTIAL INFORMATION, Article 19 USE OF THE MARKS, Article 21 TRANSFERABILITY OF INTEREST, Article 22 REMEDIES, Article 24 TERMINATION, Article 25 FRANCHISE RELATIONSHIP, Article 27 INDEMNIFICATION, and Article 28 GENERAL PROVISIONS. Article 28 GENERAL PROVISIONS includes provisions with regard to notices as set forth in subsection 28.1, **the parties' choice of Georgia law and a Georgia forum** to resolve their disputes as set forth in subsection 28.9 and subsection 28.10, **the waiver of any right to trial by jury** as set forth in subsection 28.15 and Operator's agreement **not to pursue any class claims** as set forth in subsection 28.13. Pursuant to the Franchise Agreement and the Additional Business Amendment to which this Agreement is attached, these and all of the other applicable provisions of the Franchise Agreement will be read to apply also to this Agreement. To the extent that there is a conflict between the terms of this Agreement and the Franchise Agreement and if applicable the Assignment, the express terms of this Agreement will control with respect to the Permitted Use authorized under this Agreement and the limited sublicense granted for the Permitted Use. In addition, the Operator must not do anything in connection with the Site or the Satellite Unit that would adversely impact Chick-fil-A's reputation or image in the community and will not use or conduct operations from the Site on Sunday or Christmas Day. Chick-fil-A has the right to assign this Agreement to any person or entity in its sole and exclusive business judgment, and the benefits and obligations of Chick-fil-A under this Agreement will inure to and be binding upon any such assigns. The Operator may not lend, sublicense, subcontract, encumber or in any way transfer or assign the Site, the Satellite Unit or any of the Equipment, Leasehold Improvements or any rights under this Agreement, the Additional Business Amendment or the Concession Agreement, or transfer any interest in the Operator (if Operator is an entity), except as may be permitted under the Franchise Agreement. Chick-fil-A will retain all rights attendant to or associated with the ownership of the Equipment and license or sublease of the Site, including the right to depreciate the improvements and the Equipment at the Site for tax, accounting and all other purposes.

10. **Indemnification and Waiver.**

(a) If Chick-fil-A, or a subsequent operator of the Satellite Unit or a like business on the Site is subjected to any claim, demand or penalty or becomes a party to any suit or other judicial or administrative proceeding by reason of (i) any claimed act or omission by the Operator, if applicable the Operator-Owner or the Operator's agents, contractors or employees regarding or relating to the Concession Location(s) or any of the customers, agents, contractors or employees of Concessionor or the Concession Location(s); (ii) any claimed violation of any law or ordinance by the Operator, if applicable the Operator-Owner or its agents, contractors or employees regarding or relating to the Concession Location(s) or any of the customers, agents, contractors or employees of Concessionor or the Concession Location(s); (iii) any damages allegedly resulting from a breach by the Operator and/or if applicable the Operator-Owner of this Agreement or the Concession Agreement; (iv) any damages allegedly resulting from a willful misrepresentation by the Operator, if applicable the Operator-Owner or the Operator's agents, contractors or employees to Chick-fil-A or Concessionor; or (v) any personal injury, death or otherwise, allegedly caused by or resulting from the negligent or intentional action or misfeasance of the Operator, the

Operator's employees, agents, contractors, invitees or customers or if applicable the Operator-Owner; then the Operator and if applicable the Operator-Owner jointly and severally, will indemnify and hold harmless Chick-fil-A and any subsequent operator of the Satellite Unit against all judgments, settlements, penalties, expenses, attorneys' fees, court costs and other costs of litigation or administrative proceedings incurred by or imposed on Chick-fil-A.

(b) At the election of Chick-fil-A or any subsequent operator of the Satellite Unit, the Operator and if applicable the Operator-Owner will also defend Chick-fil-A or the subsequent operator in any action or suit in which a plaintiff claims or seeks damages or other award of the type listed above, subject to the rights of any one or more of Chick-fil-A or the subsequent operator of the Satellite Unit to control the litigation. The parties expressly understood and agreed that the covenants, agreements and services to be rendered and performed by the Operator under this Section 10 will survive any termination or expiration of this Agreement or the Franchise Agreement, whether voluntary or involuntary, with or without cause, and are special, unique, and of an extraordinary character.

(c) The Operator's and if applicable the Operator-Owner's obligations under this section will apply with respect to, among other things, the Satellite Unit, the Site, the Equipment, the Leasehold Improvements, in and on the Site, and any personal property of any person or entity, any personal injury or death, any claim, demand or penalty, and any suit or other judicial or administrative proceeding arising out of or relating to or in connection with the Site, the Equipment, the Leasehold Improvements, the Concession Agreement or this Agreement, as applicable, all of which will be the sole and exclusive responsibility of the Operator. This section is not intended to and does not convey any benefits to any third party and does not prevent the Operator from seeking indemnification from another third party whose actions, or the actions of the third party's employee, were the source of any injury, damage or loss.

(d) The Operator's obligations under this section will be in addition to any indemnity and insurance provisions contained in the Concession Agreement and in the Franchise Agreement.

(e) The Operator waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which otherwise might be required to be given under any present or future law. The Operator will not have, and hereby expressly waives, any and all rights which are or may be conferred upon the Operator by any present or future law to redeem this Agreement or the Site, or to re-enter the Site, or to restore the operation of this Agreement, after (i) re-entry by Chick-fil-A, (ii) any warrant to dispossess or judgment in ejection or (iii) any expiration or termination of this Agreement and the Agreed Term, whether such dispossession, re-entry, expiration or termination of this Agreement and the Agreed Term is by operation of law or pursuant to the provisions of this Agreement. If Chick-fil-A acquires possession without judicial proceedings, it will be deemed a re-entry within the meaning of that word as used in this Agreement and not a technical or legal definition. In the event that Chick-fil-A elects to recover possession by invoking judicial process, the Operator acknowledges that the Site is to be used for commercial purposes, and the Operator expressly waives and relinquishes any and all protections and rights afforded a commercial tenant under Georgia law, including without limitation O.C.G.A. § 44-7-52, if applicable, or any law of like import now or in the future in effect or applicable, if any.

11. **Effectiveness; Time is of Essence; Independent Contractor.** This Agreement will not become valid against either party hereto until it has been executed by the Operator and accepted and executed by Chick-fil-A in the State of Georgia. TIME IS OF THE ESSENCE with respect to the due performance of the terms, covenants and conditions contained in this Agreement, provided, however, that no delay or failure to enforce any of the provisions contained in this Agreement and no conduct or statement will waive or affect any of Chick-fil-A's rights under this Agreement. The Operator will have no authority, express or implied, to act as agent of Chick-fil-A or any of its affiliates for any purpose. The Operator is, and will remain, an independent contractor responsible for all obligations and liabilities, directly or

indirectly, resulting from the operation of the Satellite Unit located on the Site. All agreements, covenants and indemnifications contained in this Agreement or made in writing pursuant to the terms of this Agreement by or on behalf of the Operator will be deemed material and will survive expiration or sooner termination of this Agreement.

12. **Execution; Entire Agreement; Counterparts.**

(a) The parties acknowledge and agree that the data sheet attached as Exhibit A as it may be amended from time to time is complete and accurate and forms a part of this Agreement.

(b) This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment and the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the Satellite Unit as an Additional Business and the Concession Agreement, and supersede all prior agreements between the parties. No other representations or statements of any kind have induced the Operator to sign this Agreement except that the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into the Franchise Agreement and if applicable this Agreement (the "FDD"). No representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment, the Additional Business Amendment or in the FDD were made by either party and none will have any effect with reference to this Agreement. No officer, employee, or other servant or agent of Chick-fil-A is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment, the Additional Business Amendment or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless in writing and signed by Chick-fil-A.

(c) This Agreement may be executed in multiple counterparts and at various times and at various places by the several parties, all of which counterparts taken together will be deemed as one original. Executed copies of this Agreement, whether delivered by electronic transmission or otherwise, will be deemed to be as effective as original signatures.

13. **Severability.** Each and every provision of this Agreement is severable, and invalidity of one or more provisions will not, in any way, affect the validity of this Agreement or any other provision of this Agreement. If any phrase, clause or provision in this Agreement is deemed to be invalid by a court of competent jurisdiction, to the extent permitted by applicable law, it will not be stricken in its entirety and held totally void and unenforceable, but will remain effective to the maximum extent permissible.

14. **Captions.** The section headings in this Agreement are for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

**[Signature Page Follows.]**

**IN WITNESS WHEREOF**, the parties have each executed and delivered, or caused their duly authorized representative to execute and deliver, this Agreement as of the date first written above.

**OPERATOR [entity]:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

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

**[OR]**

**OPERATOR [individual]:**

\_\_\_\_\_

Name:

**CHICK-FIL-A, INC.**

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

Name: \_\_\_\_\_

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

**EXHIBIT A TO CONCESSION SUBLICENSE AGREEMENT**

Data Sheet – Concession Location(s) – terms, etc.

- 1. Operator: \_\_\_\_\_  
[Operator-Owner (if applicable): \_\_\_\_\_]  
Operator’s Business referenced in Subsection 3(d): \_\_\_\_\_  
\_\_\_\_\_
  
- 12. Concessionor referenced in Background Paragraph A above: \_\_\_\_\_
  - a. Concession Location 1 referenced in Background Paragraph A above:  
\_\_\_\_\_  
Address \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_
  
  - b. Concession Location 2 referenced in Background Paragraph A above:  
\_\_\_\_\_  
Address \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_
  
- 13. Effective Date (referred to in Subsection 4(a)): \_\_\_\_\_
  
- 14. Expiration Date of the Concession Agreement (referred to in the Concession Agreement):  
\_\_\_\_\_
  
- 15. Initial Hours of Operation (referred to in Subsection 2(d) of this Agreement and as may be referred to in the Concession Agreement):  
\_\_\_\_\_
  
- 16. Items that may be produced and sold from the Concession Location(s) (referred to in Subsection 3(c)):  
  
The following items or as otherwise mutually agreed in writing in advance by Concessionor and Chick-fil-A:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

17. Items that may be sold from the Concession Location(s), but must be produced at the Operator's Business (referred to in Subsection 3(c)):

The following items or as otherwise mutually agreed in writing in advance by Concessionor and Chick-fil-A:

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18. Use/Occupancy Charge to Concessionor (referred to in Section 5):

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19. Equipment and Equipment Rental (referred to in Section 6): **See Exhibit B, attached.**

20. [ Fee(s) to Chick-fil-A (referred to in Section 5: The calculation and payment of all fees and other operating costs and expenses related to the operation of the Concession Location(s) that are due and will be calculated under the terms of the Franchise Agreement will be as follows: ]

21. Additional Terms/Information:

**EXHIBIT B TO CONCESSION SUBLICENSE AGREEMENT**

**EQUIPMENT LEASE ADDENDUM**

**(Per Concession Location)**

## EQUIPMENT LEASE ADDENDUM

1. Chick-fil-A rents to the Operator, and the Operator rents from Chick-fil-A, commencing on the Effective Date, upon the terms and conditions stated below, the Equipment listed on Schedule 1 attached to this Equipment Lease Addendum (together with any replacements and additions or accessions to Schedule 1). The Operator agrees that Chick-fil-A will have the right, in its sole and exclusive business judgment, to substitute comparable Equipment for that which is listed on Schedule 1. The Operator will keep and maintain the Equipment only at the Concession Location(s), unless otherwise approved in writing by Chick-fil-A, may use the Equipment only in connection with the Operator's operation of the Concession Location(s), will service and repair the Equipment in order to maintain the Equipment's appearance and good working condition, and will not make any changes, alterations or additions to the Equipment without the prior written consent of Chick-fil-A and if applicable, Concessionor, all in accordance with Chick-fil-A's then current Minimum Standards, Guidelines and other policies and procedures as may be amended by Chick-fil-A from time to time. In servicing and repairing the Equipment, the Operator will solely use suppliers and vendors that demonstrate the ability to meet Chick-fil-A's then current Minimum Standards and Guidelines for the items and that possess adequate quality controls, experience and capacity to service and repair the Equipment and otherwise supply the Operator's needs promptly, accurately and reliably, provided that the Operator will also comply with the Concession Agreement. In the event of any conflict between Concessionor's requirements and Chick-fil-A's requirements, the Operator will notify Chick-fil-A before having any service or repair work performed. In the exercise of Chick-fil-A's sole and exclusive business judgment, Chick-fil-A may deliver used Equipment to the Concession Location(s) or leave Equipment at the Concession Location(s) which had been used at the Concession Location(s) prior to the date of this Agreement.

2. Commencing on the Effective Date, the Operator will pay to Chick-fil-A, in Atlanta, Georgia, a monthly rental for the Equipment based on its then current fair market rental which Chick-fil-A in its sole and exclusive judgment initially determined to be Seven Hundred Fifty and No/100 Dollars (\$750.00) (the "Equipment Rental"). Chick-fil-A will have the right from time to time to re-determine the Equipment Rental in its sole and exclusive business judgment based on the then current fair market rental value for the Equipment due to additions, subtractions, and modifications to the Equipment, market factors, inflation, passage of time or otherwise, and to update the Equipment Rental to an amount based on the then determined, current fair market rental, which will be set forth in a revised Equipment Lease Addendum and substituted and attached to this Agreement as revised Exhibit B. At Chick-fil-A's election, the program described in Section 14.12 of the Franchise Agreement will apply to the Operator's payment obligations described in this Agreement with respect to the Equipment and any other payment obligations of the Operator under this Agreement, and any adjustment or increases to the Operator's payment obligations.

3. Commencing on the Effective Date, the Operator will timely pay directly to the appropriate business, governmental entity or other person or entity any and all costs and expenses of operating and maintaining the Equipment for the Concession Location(s) during the Term of the Concession Agreement, including the following:

- (iv) all charges, costs and expenses necessary to maintain the Equipment in good condition, ordinary wear and tear excepted;
- (v) all taxes, levies and charges assessed against the Equipment and/or against the Operator or Chick-fil-A in respect of the Equipment, including but not limited to any property tax or any sales or use tax assessed on the Equipment Rental; and



(vi) all charges and costs of all ordinary repairs to the Equipment.

4. If in the sole and exclusive business judgment of Chick-fil-A any Equipment becomes worn out due to normal wear and tear and the affected Equipment cannot reasonably be repaired, then Chick-fil-A will replace the affected Equipment at its own expense. The Operator is responsible for and must replace at the Operator's own expense any and all equipment or other items not listed on Schedule 1 but used in the operation of the Concession Location(s), as and to the extent any of this equipment and other related items become worn out. Chick-fil-A will not be liable for any loss or damage to the Operator due to any inability to use or any interruption in the use of the Equipment or any other Concession Location(s) equipment, furnishings or fixtures.

## **Schedule 1 to Equipment Lease Addendum**

### **EQUIPMENT SCHEDULES**

[See attached]

(Certain equipment, furniture and/or fixtures may be provided by the third-party owner or manager of the Concession Location(s) and is not included in the Equipment provided by Chick-fil-A under this Equipment Lease Addendum. The license or other right to use, and the cost for any Concessionor provided equipment, furniture and/or fixtures is set forth in the Concession Agreement.)

**EXHIBIT C TO CONCESSION SUBLICENSE AGREEMENT**

**Concession Agreement**

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**ADDENDA “3-A” AND “3-B” TO FRANCHISE AGREEMENT**  
**FOOD TRUCK LICENSE AND SUBLEASE AGREEMENTS**

**ADDENDUM “3-A” TO FRANCHISE AGREEMENT**  
**FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT**  
**(Sole Proprietorship)**

## ADDENDUM “3-A” TO FRANCHISE AGREEMENT

### **FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT** (Sole Proprietorship)

**THIS FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT** (this “Agreement”) is made and will be effective as of \_\_\_\_\_, 20\_\_, by and between CHICK-FIL-A, INC., a Georgia corporation, having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 (“Chick-fil-A”), and its franchisee \_\_\_\_\_ (the “Operator”).

#### **BACKGROUND**

A. Chick-fil-A and the Operator into a Franchise Agreement with its attached Lease, Additional Business Amendments(s), if any, and all other exhibits (the “Franchise Agreement”), which governs and defines the parties’ relationship and operation of the Business(es), including the Business designated in the Food Truck License Summary (as defined in Section 1) attached as Exhibit A (the “Business”).

B. Chick-fil-A is developing a mobile food truck program (the “Food Truck Program”) and has leased a custom food truck, including equipment, furnishing and fixtures in and on the food truck (the “Food Truck”) to produce, hold and/or sell a limited menu of Chick-fil-A® Products.

C. Pursuant to the terms of the Franchise Agreement, Chick-fil-A and the Operator desire to amend and otherwise reaffirm the terms of the Franchise Agreement pursuant to the terms and conditions of this Agreement, including the grant to the Operator of the authority to conduct sales activities from the Food Truck as an extension of the Business and the grant of a sublease of the right to use and occupy the Food Truck, and to otherwise continue their respective performance under the Franchise Agreement.

#### **AGREEMENT**

**IN CONSIDERATION OF THE ABOVE** recitals, the mutual covenants and agreements contained in this Agreement, as well as in the Franchise Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, agree as follows:

1. Definitions; Recitals. Capitalized terms used but not otherwise defined in this Agreement, including in the Food Truck License Summary Form attached as Exhibit A, as it may be amended from time to time (the “Food Truck License Summary”), will have the meanings given to them in the Franchise Agreement. The parties incorporate into this Agreement the recitals set forth above as if set forth here in full.
2. License; Term.
  - a. License. Chick-fil-A grants to the Operator, subject to the terms and conditions of this Agreement and the Franchise Agreement, the limited license to use and operate the Food Truck using the Trade Name, the Marks and the System, as may be modified by Chick-fil-A from time to time (including generally or for the Food Truck Program specifically), and the limited license and grant to conduct the Licensed Use (as defined below) as an extension and part of the Business (collectively the “License”), and the Operator accepts the grant of the License.
  - b. No Exclusive Territorial Rights. The License is expressly limited to the terms and conditions set forth in this Agreement and is further subject to the terms and conditions set forth in the Franchise Agreement. The License is non-exclusive, and no so-called “exclusive,” “protected”

or other territorial rights in the Sales Locations (as defined below) or any market areas surrounding or otherwise contiguous with any Sales Location are granted, implied or to be inferred. All rights and licenses not expressly granted to the Operator under this Agreement are reserved exclusively by and unto Chick-fil-A.

- c. Term. Unless earlier terminated as provided in this Agreement, including pursuant to Section 4.e or Section 14 or as stated on the Food Truck License Summary, or pursuant to the Franchise Agreement, the initial term of this Agreement (the “Initial Term”) will commence as of the Effective Date of this Agreement and will end on the Thirty-First day of December of the year in which the Effective Date occurs. The Initial Term, together with any and all extensions of the Initial Term and subject to the rights for earlier termination or expiration pursuant to this Agreement or the Franchise Agreement, is sometimes referred to in this Agreement as the “Term.” Unless this Agreement or the Franchise Agreement or the Food Truck Lease (as defined below) is terminated earlier, the Term of this Agreement will be automatically extended for successive additional periods of one (1) year, unless written notice of intent not to renew either the Franchise Agreement or this Agreement is given by either party to the other at least thirty (30) days prior to the end of the Term; provided, however, that this Agreement may not be renewed if the Operator does not have the right to renew the Franchise Agreement or does not have the right to renew the Franchise Agreement with respect to the Business or the Franchise Agreement is terminated or otherwise not renewed, as provided in Section 2.3 of the Franchise Agreement. In addition to Chick-fil-A’s right to amend or modify the Food Truck Lease pursuant to this Agreement, Chick-fil-A will have the right to change the terms and conditions of this Agreement upon a renewal of the Franchise Agreement pursuant to Section 2.4 of the Franchise Agreement (and renewal of this Agreement) by giving the Operator a written notice of the changed terms and conditions at least forty-five (45) days prior to the end of the then-current Term, in which case the Operator will have fifteen (15) days from the date of the notice to decide and to notify Chick-fil-A in writing of the Operator’s decision to either renew or not renew this Agreement upon the changed terms and conditions offered. The Operator’s failure to provide timely notice to Chick-fil-A of a decision to either renew or not renew this Agreement upon the changed terms and conditions offered will be deemed to be an election by the Operator to terminate this Agreement at the end of such Term.
3. Licensed Use. The Food Truck will be used for the sole purpose of operating the Food Truck as an extension and part of the Business to produce, hold, sell and distribute certain Products to customers from the Food Truck at the Sales Locations (as defined in Section 5) for the Term pursuant to the terms and conditions of this Agreement and the Franchise Agreement, including the limited License and the Food Truck License Summary (the “Licensed Use”). The Operator will use the Food Truck solely for the Licensed Use and for no other purpose.
4. Food Truck Lease; Sublease. During the Term, and subject to the terms of this Agreement, Chick-fil-A grants to Operator a sublease for the use and occupancy of the Food Truck. The Operator’s use of the Food Truck is subject to all applicable laws, rules and regulations and the lease attached as Exhibit “B” to this Agreement and any other exhibits to the attached lease (the “Food Truck Lease”), made a part of this Agreement by this reference. The Operator agrees to use and operate the Food Truck in accordance with the Food Truck Lease and otherwise abide in all respects by the terms and conditions of the Food Truck Lease, as the same may be amended or changed by Chick-fil-A (as prime lessee) and Banc of America Leasing & Capital or its permitted assignee (as prime lessor) (“BALC”), from time to time:
  - a. Compliance with Agreements. Neither the Operator nor its employees, agents, contractors or invitees will perform any act, neglect to perform any duty or fail to adhere to any standard of

- conduct that would constitute a violation of the Food Truck Lease, this Agreement or the Franchise Agreement;
- b. No Further Subleases; No Amendments. Operator will not enter into any lease agreements or other agreements allowing parties other than Operator or Chick-fil-A rights concerning possession, use, operation, or control of the Food Truck without the prior written approval of Chick-fil-A and, as determined by Chick-fil-A, BALC, and Chick-fil-A and will not modify amend or extend the time for payment or performance in any material respect of its obligations under any agreement relating to Operator's use of the Food Truck without the express prior written consent of BALC;
  - c. Subordination. The rights of the Operator in and to the Food Truck will be subject and subordinate to the rights of BALC under the Food Truck Lease as provided in the Food Truck Lease, and the Operator will not assert or claim any right, title or interest as the owner or holder of legal or equitable title to the Food Truck, including any of its equipment, furnishing and fixtures (except proprietary equipment and equipment installed to customize the Food Truck for operation as an extension of a franchised Chick-fil-A restaurant business, subject to the rights of Chick-fil-A);
  - d. Payments. Subject to the terms of Section 7(c) of this Agreement, Chick-fil-A will pay the lease rental payment described in the Food Truck Lease directly to BALC per the terms of the Food Truck Lease;
  - e. Termination. The Food Truck Lease and all of the Operator's rights in and to the use and possession of the Food Truck will terminate, at the option of BALC, upon the expiration or earlier termination of the Food Truck Lease by reason of the occurrence of an Event of Default under the Food Truck Lease or otherwise, and the Operator will thereupon return the Food Truck to Chick-fil-A or at Chick-fil-A's election and direction to BALC in accordance with all of the terms and provisions of the Food Truck Lease and of this Agreement;
  - f. Cost of Performance. If the Operator fails to perform any of its obligations under this Agreement, including under the attached Food Truck Lease, Chick-fil-A, at its option, may (but is not required to) do the same or cause the same to be done, in addition to any and all other rights and remedies of Chick-fil-A. The cost incurred by Chick-fil-A in connection with performance by Chick-fil-A will be an additional charge due from the Operator to Chick-fil-A, together with interest pursuant to Section 14.11 of the Franchise Agreement.
5. Sales Location and Hours of Operation. For each proposed instance of a Licensed Use of the Food Truck, the Operator will complete and submit Chick-fil-A's then current registration form ("Registration Form") and otherwise follow the registration process established for Food Trucks under Chick-fil-A's then current policies and procedures for such programs, including obtaining approval prior to the commencement of the Licensed Use at each proposed Sales Location. During the Term, the Operator will use and operate the Food Truck to produce and/or sell and distribute Products only at the locations registered and approved pursuant to Chick-fil-A's Additional Distribution Point program (individually, a "Sales Location" and collectively, the "Sales Locations") and during the hours of operation specified in the applicable Registration Form for each Sales Location.
  6. Delivery and Availability of Food Truck. On or around the commencement date specified in the Food Truck License Summary (the "Commencement Date"), Chick-fil-A or its designee will deliver the Food Truck to the Operator for the Licensed Use pursuant to the terms and conditions of this Agreement and the Franchise Agreement. If (a) the Franchise Agreement terminates or expires, (b) the Operator is in default under the Franchise Agreement, or (c) other aspects of the



Business change affecting the Operator's ability to perform the Operator's obligations under this Agreement, including the sublease of the Food Truck Lease granted in Section 4 of this Agreement, as determined by Chick-fil-A in the exercise of its sole and exclusive business judgment, then Chick-fil-A will have the right to terminate this Agreement and the Operator will bear any and all risk arising from or related to the termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Operator further acknowledges and agrees that Chick-fil-A has the right, in Chick-fil-A's sole and exclusive business judgment, to terminate or suspend this Agreement or temporarily suspend or interrupt the Food Truck Program at any time for any reason or for no reason, including without limitation, to use the Food Truck at another location and/or for a different purpose (an "Alternate Use"). For example, but without limiting the preceding sentence, Chick-fil-A may elect to use or have its designee use the Food Truck for food or other product distribution in the event of a natural disaster, weather event, pandemic, epidemic or other like disaster or event. In the event that Chick-fil-A elects to use or have its designee use the Food Truck for an Alternate Use, the Operator's obligations under this Agreement, including under the sublease of the Food Truck Lease granted in Section 4 of this Agreement, will be suspended, and the Operator's sole and exclusive remedy will be the return of the Food Truck following the Alternate Use for the remainder of the Term, without any right to an extension. Chick-fil-A will have no other liability if the Food Truck is not furnished or otherwise made available to the Operator.

7. Operator's Obligations. The Operator will have the following obligations and responsibilities with regard to the operation and use of the Food Truck:

a. Menu of Products.

- i. The menu of Products that may be offered, sold and distributed from the Food Truck in connection with this Agreement will be limited to the Products set forth and otherwise referenced in the Food Truck License Summary.
- ii. The menu of Products that may be produced on, and offered, sold and distributed from, the Food Truck, will be limited to the Products set forth and otherwise referenced in the Food Truck License Summary.
- iii. The menu of Products to be produced and/or sold and distributed at individual Sales Locations will be as set forth on the applicable Registration Form for each Sales Location.

Notwithstanding any provision of this Agreement, only Products that are approved for sale in the Chick-fil-A system may be sold from the Food Truck. Products produced and/or held in the Food Truck may only be sold or distributed from the Food Truck at the Sales Locations and may not be sold, delivered, or given away to the Operator's Business, any other Business(es) to which the Operator has the right to operate pursuant to the Franchise Agreement (if any) to customers or consumers located elsewhere or to other Chick-fil-A® franchisees.

b. Commissary; Source of Supplies. As set forth above in Section 7.a. of this Agreement, certain Products sold or distributed from the Food Truck may be freshly produced in the Food Truck, while other Products or the components of other Products must be freshly produced in the Business, which will serve as a commissary for the Food Truck, and delivered to the Food Truck via approved Temperature Management System (TMS) bags. For each Sales Location, whether a Product or Product component may be produced in the Food Truck or may only be produced in the Business and then delivered to the Food Truck as set forth above will be specified in the Registration Form applicable to such individual Sales Location. Product production and the manner of delivery, storage and holding of Product, Product components and Ingredients, at, in or between the Food Truck and the Business, will be performed

according to Chick-fil-A's then-current Minimum Standards, including any Guidelines for food trucks prepared by Chick-fil-A and delivered to or otherwise made available to the Operator from time to time. The provisions, terms and conditions of the Franchise Agreement concerning the sources for purchase of Products and Ingredients will apply to the sources of Products and Ingredients to supply the Food Truck. Any transportation of Products, Ingredients, promotional items, and other items by the Operator or otherwise will comply with and will otherwise adhere to all applicable health, sanitation, food handling, food transportation and insurance requirements provided by law, the requirements contained in the Franchise Agreement, the Food Truck Lease and as otherwise required by Chick-fil-A (whichever provides the most stringent requirements). Without limiting the above, the Operator will not (and will not allow others to) transport any hazardous materials or anything other than Products, Ingredients, promotional items, and other items necessary for the safe, sanitary, and efficient operation of the Food Truck.

- c. Payment of Food Truck Usage Fee. In consideration of the License granted in this Agreement and to compensate Chick-fil-A for the use of the Food Truck under the sublease of the Food Truck Lease granted in Section 4 of this Agreement, the Operator will pay to Chick-fil-A when due the usage fee(s) as set forth in the Food Truck License Summary (the "Usage Fee"), which will be in lieu of the lease rental payment described in the Food Truck Lease payable by Chick-fil-A to BALC. Chick-fil-A shall have the right from time to time to re-determine the Food Truck Usage Fee in its sole and exclusive business judgment based on the then current fair market rental value for the Food Truck due to additions, subtractions and modifications to the Food Truck, additional or different charges or other changes under the Food Truck Lease, market factors, inflation, passage of time or otherwise, and to update the Food Truck Usage Fee to an amount based on the then determined, current fair market rental, which will be set forth in a revised Food Truck License Summary Form and substituted and attached to this Agreement as Exhibit A and made a part of this Agreement. At Chick-fil-A's election, the program described in Section 14.12 of the Franchise Agreement shall apply to the Operator's payment obligations described in this Agreement with respect to the Food Truck and any other payment obligations of the Operator hereunder, and any adjustment or increases thereto.
- d. Additional Fees, Costs and Expenses. All additional fees, costs and expenses associated with the operation and use of the Food Truck, participation in the Food Truck Program and the Licensed Use will be borne by the Operator, either made by the Operator directly or reimbursed to Chick-fil-A, as applicable, and will include, among other things, all Products, Ingredients and all other food and drink items, cleaning and office supplies, equipment and all other things purchased by the Operator for use in the operation of the Food Truck, all labor expense and wages for staffing and servicing the Food Truck and its operations and any other costs and/or expenses incurred in connection with the operation and use of the Food Truck and participation in the Food Truck Program, including payments due under the Food Truck Lease (other than the lease rental payment).
- e. Payment of Taxes. Payment of any sales, use or excise tax, any apportioned personal property tax or any other tax arising from the Licensed Use, the Sales Locations, the sale and distribution of Products and promotional items, the sublease of the Food Truck or the presence of the Food Truck at the Sales Locations, will be made by the Operator, directly or reimbursed to Chick-fil-A, as applicable. The parties acknowledge and agree that sales, use, or similar taxes may be due and payable even when Products and promotional items are given away and not sold.
- f. Marketing and Advertising. All promotional items used in connection with the Food Truck, including the use of any social networking sites and web-based advertising, will constitute marketing and advertising materials pursuant to the provisions, terms and conditions of the Franchise Agreement and will be subject to Chick-fil-A's review and prior approval.

- g. Other Food Truck Program-Related Agreements. Negotiation and signature of any agreements or other arrangements regarding the use of the Food Truck for the Licensed Use will be the responsibility of and be performed by the Operator. The Operator will have no authority to bind Chick-fil-A by contract or otherwise to any agreement with a third party. The Operator will ensure that all aspects of the Sales Locations and the use of the Food Truck at the Sales Locations comply with and satisfy Chick-fil-A's Minimum Standards, including any Guidelines for the Food Truck Program prepared by Chick-fil-A and delivered to or otherwise made available to the Operator from time to time. Chick-fil-A's grant of the License for the Licensed Use is not a guaranty, recommendation, warranty or endorsement by Chick-fil-A that the Licensed Use will prove beneficial for the Operator or that the terms of any agreement for the use of the Food Truck at the Sales Locations are advantageous to the Operator.
- h. Sale of Products; Gross Receipts. Gross receipts generated as a result of sales from the Food Truck will be included in the Gross Receipts of the Operator's Business pursuant to the Franchise Agreement and will otherwise be treated as sales occurring outside of the Restaurant in accordance with Chick-fil-A's then-current standards and procedures. Further, the Operator agrees to maintain separate books and records to track the gross receipts, operating costs and expenses resulting from the operation of the Food Truck. The Operator agrees to maintain such books and records for at least five (5) years and provide them to Chick-fil-A's Tax Department, if required, upon a sales tax audit.
- i. Food Truck Staffing. The Operator will provide employees from the Business to fulfill the Operator's staffing needs for the proper use and operation of the Food Truck. All employees will be employed, trained and supervised by the Operator. Chick-fil-A will have no responsibility or liability whatsoever for the selection, supervision, disciplining, scheduling, conduct, payment, benefits or compensation of the Operator's employees at any time, and the Operator's employees will not be employees nor shared or joint employees of Chick-fil-A.
- j. Food Truck Operations and Procedures; Training of Employees.
  - i. Prior to the commencement of operations of the Food Truck by the Operator under this Agreement and prior to the training of the Operator's employees, the Operator will participate in any walk-thru meetings or sessions offered by Chick-fil-A and otherwise will establish a thorough understanding of the safe and proper operation, including driving, of the Food Truck, its equipment and food storage and preparation procedures including, without limitation, any food safety and cleaning/sanitizing procedures for the Food Truck, and use of the Business as a commissary to support the operation of the Food Truck. Prior to the commencement of operations of the Food Truck, the Operator will train the Operator's production team members and other employees who will be staffing and otherwise servicing the Food Truck, in the safe operation and use of the Food Truck and its equipment, food storage, preparation procedures and care and maintenance. The Operator and the Operator's employees are not permitted or authorized to and will not change, modify or reconfigure the Food Truck or its equipment or authorize any third party to do so at any time without Chick-fil-A's review and prior approval. The Operator is solely responsible for ensuring that the Food Truck's operations are conducted with reasonable care and that all prudent safety procedures that apply to the operation or other use of the Food Truck are followed.
  - ii. The Operator and any other individual, who drives the Food Truck, must satisfy (A) all state and local requirements for operation of a commercial food truck, (B) all insurer requirements for operation of the Food Truck, and (C) the following minimum requirements to be allowed to drive the Food Truck (unless state and local or insurance requirements are more restrictive, in which case such state, local or insurance requirements

will apply): (i) at least twenty-one years of age; (ii) holds a valid driver's license, a copy of which is maintained by the Operator, and (iii) has no history of serious violations within the last five years and no more than two moving violations in the last three years, based upon the Operator's review of the driver's Motor Vehicle Record for the applicable period stated in this clause. The Operator will ensure that a pre-inspection and a post-inspection of the Food Truck are completed and a complete and current record of such inspections is maintained. Inspection components include, but are not limited to, properly working lights, signals and horn, wipers, mirrors and safety belts, tire tread acceptable, no glass chips/cracks that can hinder vision, doors close and lock, body of vehicle is intact (bumpers, etc.). For purposes of clause (iii) above, "two moving violations" will include, without limitation, speeding, failure to signal, improper passing, following too close, careless driving, not wearing a safety belt, expired tags and plates as well as no proof of insurance, and "serious violations" will include, without limitation, any alcohol related violation, racing/speed contest, reckless driving, vehicular homicide or assault, conviction of a crime involving a motor vehicle, eluding or attempting to elude a police officer, hit and run, etc.

- k. Food Truck Condition and Return. Upon the expiration or earlier termination of this Agreement, the Operator will (i) make the Food Truck available to Chick-fil-A or its designee at such time and location as directed by Chick-fil-A in accordance with all terms, provisions and requirements of the Food Truck Lease and in a clean and neat condition, and in as good order and repair and in the same condition as existed immediately prior to the Operator's operation and use of the Food Truck, normal wear and tear excepted, (ii) remove all personal property from the Food Truck, and (iii) clean and remove all debris and trash from the Food Truck. Any personal property not removed will be deemed conclusively abandoned and may be removed and disposed of by Chick-fil-A, without compensation to the Operator. In the event the Operator fails to return the Food Truck in such condition and at such time and location as directed by Chick-fil-A, the Operator will reimburse Chick-fil-A for all costs and expenses incurred in connection with returning the Food Truck to the good order, condition and repair as existed immediately prior to the Operator's operation and use of the Food Truck, normal wear and tear excepted.
- l. Insurance and Insurance Fee. In consideration of the insurance expense incurred by Chick-fil-A to cover the Food Truck and its contents and inventory, the Operator will pay to Chick-fil-A a monthly insurance fee, as set forth in the Food Truck License Summary (the "Food Truck Insurance Fee"); the Insurance Fee does not cover any Operator-owned contents or inventory. The Operator will obtain and maintain in full force and effect, at the Operator's own expense, any additional insurance coverage which may be necessary or required (i) to operate the Food Truck, and (ii) under the Food Truck Lease, the Franchise Agreement, applicable law or otherwise. The Operator will provide Chick-fil-A immediate notice of (A) any casualty loss (that is, loss or damage to the Food Truck) that may result in an insurance claim and (B) any liability claim (that is, any injury to any person or damage to any property in any way involving the Food Truck). The Operator will cooperate fully with Chick-fil-A in the reporting, investigation, adjustment, and settlement of any insurance coverage claims arising from the Food Truck.
- m. Reporting of Other Information. The parties acknowledge and agree that one of the metrics to be recorded is the performance of the Food Truck based on where, how and when it was/is deployed for use at the Sales Locations. The Operator acknowledges and agrees that due to the developing stage of the Food Truck Program, Chick-fil-A may require the reporting of additional or different information regarding the Operator's use and operation of the Food Truck and more detailed or different information regarding the sales and cost performance of the Food Truck than is usual or otherwise customary at present with regard to a Chick-fil-A

- Restaurant. The Operator will provide such reports and other information regarding Gross Receipts and the costs, expenses and taxes incurred in connection with the operation and use of the Food Truck and the Sales Locations, and such other information Chick-fil-A may request from time to time.
- n. Approvals, Licenses, Permits; Compliance with Law. Unless otherwise agreed by the parties in writing, the Operator, at the Operator's sole cost and expense, will seek as soon as practicable and will obtain and maintain at all times during the Term of this Agreement all necessary regulatory approvals, licenses, and permits for and applicable to the operation of the Food Truck for the Licensed Use at the Sales Locations. The Operator will comply with and obey all applicable laws, rules and regulations.
  - o. Cooperation. The Operator, at the Operator's sole cost and expense, will cooperate with Chick-fil-A as necessary for the Operator and/or Chick-fil-A to fulfill their respective duties and obligations under this Agreement and the Food Truck Lease.
8. Additional Terms. Chick-fil-A will have the following rights, obligations, and responsibilities with regard to the operation and use of the Food Truck during the term of this Agreement:
- a. Delivery of Food Truck. Subject to Sections 6 and 14, Chick-fil-A will deliver the Food Truck to the Operator for the Licensed Use pursuant to the terms and conditions of this Agreement. Chick-fil-A will not be liable for any loss or damage to the Operator due to a delay or failure to deliver the Food Truck in any event whatsoever, regardless of whether such delay or failure is within Chick-fil-A's control. Without limiting the above, Chick-fil-A will have no liability for any delay or failure to deliver resulting from fire, act of God, destruction or damage to the Food Truck, weather conditions, strike, labor dispute, delay in transportation, governmental requirements or any other cause beyond Chick-fil-A's control.
  - b. Use of Reported Information. Chick-fil-A will have the right and the Operator authorizes Chick-fil-A to account for the Gross Receipts, fees, costs, expenses and taxes incurred and to make calculations and allocations to the Operator's Business as may be authorized or otherwise required under the Franchise Agreement and in order to effectuate the terms of this Agreement.
9. Compliance with Franchise Agreement. Except as specifically provided in this Agreement, the Operator will comply with all of the provisions of the Franchise Agreement with regard to the Food Truck and the Licensed Use even if not specifically described or referred to in this Agreement, including, but not limited to, Section 5 DAMAGE TO SITE, EQUIPMENT OR LEASEHOLD IMPROVEMENTS, PERSONAL INJURY, Section 12 STANDARDS OF CLEANLINESS, SANITATION AND BUSINESS CONDUCT, Section 18 TRADE SECRETS AND CONFIDENTIAL INFORMATION, Section 19 USE OF THE MARKS, Section 24 TERMINATION, Section 25 FRANCHISE RELATIONSHIP, Section 27 INDEMNIFICATION, and Section 28 GENERAL PROVISIONS (including, without limitation, with regard to **the parties' choice of Georgia law and a Georgia forum** to resolve their disputes as set forth in Section 28.10 thereof, **the waiver of any right to trial by jury** as set forth in Section 28.15 thereof and the Operator's agreement **not to pursue any class claims** as set forth in Section 28.13 thereof), and such provisions will be read to apply also to this Agreement. To the extent that there is a conflict between the terms of this Agreement and the Franchise Agreement, the express terms of this Agreement will control with respect to the Licensed Use authorized under this Agreement and the limited License granted for the Licensed Use. In addition, the Operator must not do anything in connection with the Sales Locations or the Food Truck that would adversely impact Chick-fil-A's reputation or image in the community and will not use or conduct operations from the Food Truck on Sunday or Christmas Day.

10. Sole and Exclusive Property of Chick-fil-A; Confidential Information and Ideas. The Operator acknowledges and agrees that the Food Truck Program, including but not limited to the development of the Food Truck and the program, this Agreement (and any of its terms), the Food Truck Lease (and any of its terms), the design and specifications, menu selection, marketing methods and strategies (including social media), sales, cost, data and analysis relating to the Food Truck Agreement, and any Guidelines and Methods developed for the Food Truck are the sole and exclusive property of Chick-fil-A, and constitute Intellectual Property and Confidential Information under the Franchise Agreement. The Operator will not acquire any ownership interest or other right in and to the Food Truck Program, the Food Truck, its equipment, furnishing and fixtures, associated Guidelines and Methods, Intellectual Property or Confidential Information, except for the temporary right and License to operate the Food Truck for the Licensed Use at the Sales Locations as expressly provided in this Agreement. Under Section 18.5 of the Franchise Agreement, any idea, concept, technique or material concerning the Food Truck and the Food Truck Program, including any advertising materials and social networking accounts, that the Operator or any of the Operator's employees create in the operation or servicing of the Food Truck or conduct of the Food Truck Program as contemplated by this Agreement, will be Ideas, and Chick-fil-A or CFA Properties will own all rights in any and all Ideas. The Operator may not lend, sublicense, subcontract, sublease, encumber or in any way transfer or assign the Food Truck or any of the Food Truck's equipment, furnishings, or fixtures or any rights under this Agreement. Chick-fil-A will retain all rights attendant to or associated with the lease of the Food Truck, including, without limitation, the right to depreciate the Food Truck for tax, accounting and all other purposes.
11. No Warranties. The Food Truck provided to the Operator by Chick-fil-A pursuant to the sublease of the Food Truck Lease granted in Section 4 of this Agreement is furnished "**AS IS**" and "**WHERE IS**" and without any warranty of any kind by or from Chick-fil-A. Chick-fil-A expressly disclaims any representations or warranties, express or implied, statutory or otherwise, with respect to the Food Truck and this Agreement, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.
12. Storage; Maintenance; Repair. The Operator, (a) may use the Food Truck only in compliance with the Food Truck Lease and only in connection with the Operator's operation of the Food Truck at the Sales Locations, (b) will store and maintain the Food Truck at the Operator's Business when not in use at a Sales Location (c) will service and repair the Food Truck in order to maintain its appearance and good working condition according to best industry practices, manufacturer's specifications, and using reputable and established service and repair vendors, and (d) will not make any changes, alterations or additions to the Food Truck without prior written consent of Chick-fil-A, and all in accordance with Chick-fil-A's then current Minimum Standards, Guidelines and other policies and procedures as may be amended by Chick-fil-A from time to time. In servicing and repairing the Food Truck and its equipment, furnishings and fixtures, the Operator will solely use suppliers and vendors that demonstrate the ability to meet Chick-fil-A's then Minimum Standards and Guidelines and that possess adequate quality controls, experience and capacity to service and repair the item and otherwise supply the Operator's needs promptly, accurately and reliably. Chick-fil-A will not be liable for any loss or damage to the Operator due to any inability to use or any interruption in the use of the Food Truck or any of its equipment, furnishings or fixtures. The Operator agrees to provide Chick-fil-A with monthly (or with such greater frequency that Chick-fil-A may from time-to-time require) reports detailing (i) the mileage of the Food Truck for such time period, (ii) any damage incurred with respect to the Food Truck, and (iii) any maintenance or repairs performed with respect to the Food Truck. The Operator's obligation to provide such reports does not satisfy the Operator's obligations under the Food Truck Lease, and it is the Operator's obligation to ensure that all required maintenance is performed on the Food Trucks per the terms of the Food Truck Lease and this Agreement, including the requirements that (x) all such maintenance and repairs must be performed by a factory authorized maintenance individual with

the authority to sign the maintenance, service and/or repair log and (y) records of all work performed on the Food Truck must be dated and signed by the appropriate authority.

13. Indemnification; Damage to Property; Personal Injury.

- a. The Operator will be solely and exclusively responsible for any damage to or loss caused by a breach of this Agreement or the Food Truck Lease, the negligent or intentional action or misfeasance of the Operator or the Operator's employees, agents, contractors, invitees or customers as if provided for and included under Section 5 DAMAGE TO SITE, EQUIPMENT OR LEASEHOLD IMPROVEMENTS, PERSONAL INJURY of the Franchise Agreement, which will apply in full to this Agreement. Furthermore, the Operator will be solely and exclusively responsible for any and all liability of the Operator and/or Chick-fil-A, for (i) personal injury, death or otherwise, and (ii) damage to personal property or real property caused by or resulting from the negligent or intentional action or misfeasance of the Operator, the Operator's employees, agents, contractors, invitees or customers. In addition, the Operator will be solely and exclusively responsible for any and all liability of BALC as provided in the Food Truck Lease.
- b. The Operator does hereby agree to indemnify, defend and hold harmless Chick-fil-A and any subsequent operator of the Food Truck or a like business at the Sales Location and/or BALC as provided in the Food Truck Lease, against all judgments, settlements, penalties, expenses, attorneys' fees, court costs and other costs of litigation or administrative proceedings incurred by or imposed on Chick-fil-A or any subsequent operator of the Food Truck or a like business at the Sales Location as if provided for and included under Section 27 INDEMNIFICATION of the Franchise Agreement, which will apply in full to this Agreement and the use and operation of the Food Truck, including without limitation in the event of any damage, loss or claim described in this Section 13.

The Operator's obligations under Subsections 13.a. and b. above (and Sections 5 and 27 of the Franchise Agreement) will apply with respect to, among other things, the Sales Location, the Food Truck and any personal property of any person or entity, any personal injury or death, any claim, demand or penalty, and any suit or other judicial or administrative proceeding arising out of or relating to or in connection with the Sales Locations, the Food Truck or this Agreement, as applicable, all of which will be the sole and exclusive responsibility of the Operator. This section is not intended to and does not convey any benefits to any third party and does not prevent the Operator or Chick-fil-A from seeking indemnification from another third party whose actions, or the actions of such third party's employee, were the source of any injury, damage or loss. This section is in addition to any obligations of the Operator to BALC and others that may be named in the Food Truck Lease.

14. Default; Termination.

- a. The rights granted under this Agreement are contingent upon the Franchise Agreement and this Agreement, including the Food Truck Lease, being in full force and effect and the Operator otherwise being in good standing at the effective date of this Agreement and at all times during the term of this Agreement. If prior to the expiration of the term of this Agreement, the Franchise Agreement is terminated or expires with respect to the Business or the Food Truck Lease is terminated or expires, this Agreement, including the sublease granted in Section 4 of this Agreement, will automatically terminate or expire at the same time. If the Franchise Agreement is in default at the effective date of this Agreement or at any time during the term of this Agreement (and has not been terminated), such default will also constitute a default by the Operator under this Agreement, and Chick-fil-A may terminate the Operator's rights under

this Agreement, including the sublease granted in Section 4 of this Agreement, or suspend such rights until the default is cured.

- b. This Agreement and the rights granted hereunder may be terminated for a default under this Agreement, including a default under the sublease granted in Section 4 of this Agreement by reason of a default of the Food Truck Lease, without also terminating the Franchise Agreement, provided that Chick-fil-A, in the exercise of its sole and exclusive business judgment, shall have the right at its election to also terminate the Franchise Agreement as to the Business and one or more or all of any other of the Businesses operated under the Franchise Agreement by providing written notice to the Operator pursuant to the terms of the Franchise Agreement. Subject to Section 15, this Agreement and the rights granted under this Agreement, including the sublease granted in Section 4 of this Agreement (but not the obligations the Operator has undertaken thereunder, which will survive until the Operator has fully performed the same), will expire automatically upon Chick-fil-A retaking possession of the Food Truck following the expiration or termination of this Agreement and the Operator's fulfillment of the Operator's obligations under this Agreement, including under the sublease granted in Section 4 of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Operator further acknowledges and agrees that Chick-fil-A has the right, in Chick-fil-A's sole and exclusive business judgment, to terminate this Agreement, including the sublease granted in Section 4, and/or the Food Truck Program at any time for any reason or for no reason.
- c. The Operator will bear any and all risk arising from or related to termination of this Agreement. Upon termination of this Agreement, the Operator will remain liable for the then current outstanding balance of the Food Truck Usage Fee, the Food Truck Insurance Fee and any other payments due Chick-fil-A or BALC as provided in the Food Truck Lease and/or in this Agreement. The Operator agrees that upon default BALC may demand, receive and collect any monies due or falling due after the default without in any manner affecting the status of the default or any notice of suit, action, order or judgment related to the default. Upon termination of the Food Truck Lease and/or this Agreement, any payment made by the Operator to Chick-fil-A or BALC or any court will not: (i) reinstate, continue or extend the term of this Agreement; (ii) affect any notice previously given to the Operator; or (iii) operate as a waiver of the right of Chick-fil-A to obtain possession of the Food Truck by proper suit, action, proceeding or remedy. All monies collected will be deemed to be payments made in accordance with the terms of this Agreement or applied toward any outstanding balances owed by the Operator.

15. Survival. Upon the termination, expiration, or suspension of this Agreement as provided in Section 14, all obligations under this Agreement, including under the sublease granted in Section 4 of this Agreement and also including without limitation the obligations under the Franchise Agreement which are incorporated by reference into this Agreement, that expressly or by their nature are intended to survive the termination or expiration of this Agreement or the Franchise Agreement, including, but not limited to, limitations of liability, and the Operator's reporting, payment and indemnification obligations to Chick-fil-A and/or BALC, will survive the termination, expiration or suspension of this Agreement, including the sublease granted in Section 4 of this Agreement, the Food Truck Lease, and the termination of the Franchise Agreement, if applicable.

16. Communications; Notices; Designated Contact. All notices provided for in this Agreement will be deemed given on the day of hand-delivery or overnight delivery or three (3) days after being sent by registered or certified mail, if sent from the United States, or by the equivalent thereof if sent from other country or jurisdiction, return receipt requested, address to the party to be served at the following address:



If to Chick-fil-A:  
Chick-fil-A, Inc.  
5200 Buffington Road  
Atlanta, Georgia 30349-2998  
Attn: Lynette E. Smith

If to the Operator:  
At the address set forth on the signature page of the Franchise Agreement

Or to such other address as may be designated by such party in a written notice to the other party.

17. Not Independent Franchise. The Operator acknowledges and agrees that the Operator's participation in the Food Truck Program and the grant of the License to use the Food Truck at the Sales Location pursuant to this Agreement is made upon the request of and as an accommodation to the Operator in connection with the Franchise Agreement and the Business, and is entirely voluntary on the part of the Operator and does not constitute an independent or separate franchise or franchise agreement.
18. Affirmation of Franchise Agreement. The Operator acknowledges, affirms and agrees to all of the covenants and obligations under the Franchise Agreement as if entered into, undertaken and otherwise made again this day and reaffirms the continuing existence and validity of the Franchise Agreement. The Operator covenants that, subject to its terms and conditions, the Franchise Agreement is in full force and effect as of the date of this Agreement, and will remain in full force and effect, subject to its terms.
19. Acceptance of Risk of Food Truck Program. The Operator acknowledges and agrees that Chick-fil-A is in the development stages of the Food Truck Program and that participation in the Food Truck Program under this Agreement involves substantial risks. The Operator acknowledges and agrees that the Operator is aware of the risks and that the Operator agrees to bear the risk of the success or failure of the Food Truck Program and the Food Truck in reliance solely on the Operator's own business judgment.
20. Execution; Counterparts. The parties acknowledge and agree that, (i) the Food Truck License Summary is complete and accurate and forms a part of this Agreement; and (ii) this Agreement, including the Food Truck License Summary and the Food Truck Lease, as well as the Franchise Agreement as referenced in this Agreement, contain the entire agreement between the parties as to the subject matter hereof and fully supersedes all prior understandings, written or oral, between the parties regarding such subject matter. This Agreement may be executed in multiple counterparts and at various times and at various places by the several parties to this Agreement, all of which counterparts taken together will be deemed as one original. Executed copies of this Agreement, whether delivered by electronic transmission or otherwise, will be deemed to be as effective as original signatures.

[The Signature Page Follows]

IN WITNESS WHEREOF, Chick-fil-A, Inc. and the Operator intending to be legally bound, have duly executed and delivered this Agreement as of the day and year first above written.

**CHICK-FIL-A, INC.**

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

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

Date: \_\_\_\_\_

**OPERATOR:**

\_\_\_\_\_  
[Name]

Date: \_\_\_\_\_

**FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT**  
**Exhibit "A"**

**Food Truck License Summary Form**

1. The Operator's name and the designated Business (pursuant to Background Paragraph A): \_\_\_\_\_  
\_\_\_\_\_
2. Commencement Date (pursuant to Section 5): \_\_\_\_\_
3. Any termination date of this Agreement earlier than the Thirty-First day of December following the Effective Date (pursuant to Section 2): \_\_\_\_\_
4. Items that may be produced, offered and sold from the Food Truck (pursuant to Sections 7.a and b): \_\_\_\_\_  
\_\_\_\_\_
5. Items that may be offered and sold from the Food Truck, but must be produced at the Operator's Business (pursuant to Sections 7.a and b): \_\_\_\_\_
6. Monthly Food Truck Usage Fee (pursuant to Section 7.c): \$ \_\_\_\_\_ **(as the amount may be amended), plus all applicable mileage surcharge or pass-through costs and expenses for excessive miles per the terms of the Food Truck Lease**
7. Monthly Food Truck Insurance Fee (pursuant to Section 7.1, and subject to adjustment to reflect changes in Chick-fil-A's insurance premiums): \$ \_\_\_\_\_ **(as the amount may be amended)**
8. Monthly Food Truck Reporting Obligations (pursuant to Section 12) including (i) mileage of the Food Truck, (ii) any damage incurred with respect to the Food Truck, (iii) any maintenance or repairs performed with respect to the Food Truck, and (iv) as otherwise required under the Agreement.
9. Additional Terms/Information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT**

**Exhibit "B"**

**Food Truck Lease**

## **ADDENDUM “3-B” TO FRANCHISE AGREEMENT**

### **FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT** **(Business Entity)**

**THIS FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT** (this “Agreement”) is made and will be effective as of \_\_\_\_\_, 20\_\_, by and between CHICK-FIL-A, INC., a Georgia corporation, having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 (“Chick-fil-A”), its franchisee, \_\_\_\_\_, a \_\_\_\_\_[corporation][limited liability company] (the “Operator”) and \_\_\_\_\_, the original signatory to the Franchise Agreement (as defined below) in his/her individual capacity as the approved Operator thereunder (the “Operator-Owner”).

#### **BACKGROUND**

A. Chick-fil-A and the Operator-Owner into a Franchise Agreement with its attached Lease, Additional Business Amendments(s), if any, and all other exhibits (the “Franchise Agreement”), which governs and defines the parties’ relationship and operation of the Business(es), including the Business designated in the Food Truck License Summary (as defined in Section 1) attached as Exhibit A (the “Business”).

B. The Operator-Owner, after obtaining all required approvals and consents under the Franchise Agreement transferred and assigned his or her interest in the Franchise Agreement and the Business(es) for their remaining respective Agreed Terms to the Operator, an entity formed by the Operator-Owner for his or her convenience of ownership, pursuant to the terms and conditions of an Assignment and Consent to Assignment (the “Assignment”).

C. Chick-fil-A is developing a mobile food truck program (the “Food Truck Program”) and has leased a custom food truck, including equipment, furnishing and fixtures in and on the food truck (the “Food Truck”) to produce, hold and/or sell a limited menu of Chick-fil-A® Products.

D. Pursuant to the terms of the Franchise Agreement, Chick-fil-A, the Operator and the Operator-Owner desire to amend and otherwise reaffirm the terms of the Franchise Agreement and the Assignment pursuant to the terms and conditions of this Agreement, including the grant to the Operator of the authority to conduct sales activities from the Food Truck as an extension of the Business and the grant of a sublease of the right to use and occupy the Food Truck, and to otherwise continue their respective performance under the Franchise Agreement and the Assignment.

#### **AGREEMENT**

**IN CONSIDERATION OF THE ABOVE** recitals, the mutual covenants and agreements contained in this Agreement, as well as in the Franchise Agreement and the Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, agree as follows:

1. **Definitions; Recitals.** Capitalized terms used but not otherwise defined in this Agreement, including in the Food Truck License Summary Form attached as Exhibit A, as it may be amended from time to time (the “Food Truck License Summary”), will have the meanings given to them in the Franchise Agreement and the Assignment. The parties incorporate into this Agreement the recitals set forth above as if set forth here in full.

2. License; Term.

- a. License. Chick-fil-A grants to the Operator, subject to the terms and conditions of this Agreement and the Franchise Agreement, the limited license to use and operate the Food Truck using the Trade Name, the Marks and the System, as may be modified by Chick-fil-A from time to time (including generally or for the Food Truck Program specifically), and the limited license and grant to conduct the Licensed Use (as defined below) as an extension and part of the Business (collectively the “License”), and the Operator accepts the grant of the License.
  - b. No Exclusive Territorial Rights. The License is expressly limited to the terms and conditions set forth in this Agreement and is further subject to the terms and conditions set forth in the Franchise Agreement. The License is non-exclusive, and no so-called “exclusive,” “protected” or other territorial rights in the Sales Locations (as defined below) or any market areas surrounding or otherwise contiguous with any Sales Location are granted, implied or to be inferred. All rights and licenses not expressly granted to the Operator under this Agreement are reserved exclusively by and unto Chick-fil-A.
  - c. Term. Unless earlier terminated as provided in this Agreement, including pursuant to Section 4.e or Section 14 or as stated on the Food Truck License Summary, or pursuant to the Franchise Agreement, the initial term of this Agreement (the “Initial Term”) will commence as of the Effective Date of this Agreement and will end on the Thirty-First day of December of the year in which the Effective Date occurs. The Initial Term, together with any and all extensions of the Initial Term and subject to the rights for earlier termination or expiration pursuant to this Agreement or the Franchise Agreement, is sometimes referred to in this Agreement as the “Term.” Unless this Agreement or the Franchise Agreement or the Food Truck Lease (as defined below) is terminated earlier, the Term of this Agreement will be automatically extended for successive additional periods of one (1) year, unless written notice of intent not to renew either the Franchise Agreement or this Agreement is given by either party to the other at least thirty (30) days prior to the end of the Term; provided, however, that this Agreement may not be renewed if the Operator does not have the right to renew the Franchise Agreement or does not have the right to renew the Franchise Agreement with respect to the Business or the Franchise Agreement is terminated or otherwise not renewed, as provided in Section 2.3 of the Franchise Agreement. In addition to Chick-fil-A’s right to amend or modify the Food Truck Lease pursuant to this Agreement, Chick-fil-A will have the right to change the terms and conditions of this Agreement upon a renewal of the Franchise Agreement pursuant to Section 2.4 of the Franchise Agreement (and renewal of this Agreement) by giving the Operator a written notice of the changed terms and conditions at least forty-five (45) days prior to the end of the then-current Term, in which case the Operator will have fifteen (15) days from the date of the notice to decide and to notify Chick-fil-A in writing of the Operator’s decision to either renew or not renew this Agreement upon the changed terms and conditions offered. The Operator’s failure to provide timely notice to Chick-fil-A of a decision to either renew or not renew this Agreement upon the changed terms and conditions offered will be deemed to be an election by the Operator to terminate this Agreement at the end of such Term.
3. Licensed Use. The Food Truck will be used for the sole purpose of operating the Food Truck as an extension and part of the Business to produce, hold, sell and distribute certain Products to customers from the Food Truck at the Sales Locations (as defined in Section 5) for the Term pursuant to the terms and conditions of this Agreement and the Franchise Agreement, including the limited License and the Food Truck License Summary (the “Licensed Use”). The Operator will use the Food Truck solely for the Licensed Use and for no other purpose.
  4. Food Truck Lease; Sublease. During the Term, and subject to the terms of this Agreement, Chick-fil-A grants to Operator a sublease for the use and occupancy of the Food Truck. The Operator’s

use of the Food Truck is subject to all applicable laws, rules and regulations and the lease attached as **Exhibit “B”** to this Agreement and any other exhibits to the attached lease (the “Food Truck Lease”), made a part of this Agreement by this reference. The Operator agrees to use and operate the Food Truck in accordance with the Food Truck Lease and otherwise abide in all respects by the terms and conditions of the Food Truck Lease, as the same may be amended or changed by Chick-fil-A (as prime lessee) and Banc of America Leasing & Capital or its permitted assignee (as prime lessor) (“BALC”), from time to time:

- a. Compliance with Agreements. Neither the Operator nor its employees, agents, contractors or invitees will perform any act, neglect to perform any duty or fail to adhere to any standard of conduct that would constitute a violation of the Food Truck Lease, this Agreement or the Franchise Agreement;
  - b. No Further Subleases; No Amendments. Operator will not enter into any lease agreements or other agreements allowing parties other than Operator or Chick-fil-A rights concerning possession, use, operation, or control of the Food Truck without the prior written approval of Chick-fil-A and, as determined by Chick-fil-A, BALC, and Chick-fil-A and will not modify amend or extend the time for payment or performance in any material respect of its obligations under any agreement relating to Operator’s use of the Food Truck without the express prior written consent of BALC;
  - c. Subordination. The rights of the Operator in and to the Food Truck will be subject and subordinate to the rights of BALC under the Food Truck Lease as provided in the Food Truck Lease, and the Operator will not assert or claim any right, title or interest as the owner or holder of legal or equitable title to the Food Truck, including any of its equipment, furnishing and fixtures (except proprietary equipment and equipment installed to customize the Food Truck for operation as an extension of a franchised Chick-fil-A restaurant business, subject to the rights of Chick-fil-A);
  - d. Payments. Subject to the terms of Section 7(c) of this Agreement, Chick-fil-A will pay the lease rental payment described in the Food Truck Lease directly to BALC per the terms of the Food Truck Lease;
  - e. Termination. The Food Truck Lease and all of the Operator's rights in and to the use and possession of the Food Truck will terminate, at the option of BALC, upon the expiration or earlier termination of the Food Truck Lease by reason of the occurrence of an Event of Default under the Food Truck Lease or otherwise, and the Operator will thereupon return the Food Truck to Chick-fil-A or at Chick-fil-A’s election and direction to BALC in accordance with all of the terms and provisions of the Food Truck Lease and of this Agreement;
  - f. Cost of Performance. If the Operator fails to perform any of its obligations under this Agreement, including under the attached Food Truck Lease, Chick-fil-A, at its option, may (but is not required to) do the same or cause the same to be done, in addition to any and all other rights and remedies of Chick-fil-A. The cost incurred by Chick-fil-A in connection with performance by Chick-fil-A will be an additional charge due from the Operator to Chick-fil-A, together with interest pursuant to Section 14.11 of the Franchise Agreement.
5. Sales Location and Hours of Operation. For each proposed instance of a Licensed Use of the Food Truck, the Operator will complete and submit Chick-fil-A’s then current registration form (“Registration Form”) and otherwise follow the registration process established for Food Trucks under Chick-fil-A’s then current policies and procedures for such programs, including obtaining approval prior to the commencement of the Licensed Use at each proposed Sales Location. During the Term, the Operator will use and operate the Food Truck to produce and/or sell and distribute

Products only at the locations registered and approved pursuant to Chick-fil-A's Additional Distribution Point program (individually, a "Sales Location" and collectively, the "Sales Locations") and during the hours of operation specified in the applicable Registration Form for each Sales Location.

6. Delivery and Availability of Food Truck. On or around the commencement date specified in the Food Truck License Summary (the "Commencement Date"), Chick-fil-A will deliver the Food Truck to the Operator for the Licensed Use pursuant to the terms and conditions of this Agreement and the Franchise Agreement. If (a) the Franchise Agreement terminates or expires, (b) the Operator is in default under the Franchise Agreement, or (c) other aspects of the Business change affecting the Operator's ability to perform the Operator's obligations under this Agreement, including the sublease of the Food Truck Lease granted in Section 4 of this Agreement, as determined by Chick-fil-A in the exercise of its sole and exclusive business judgment, then Chick-fil-A will have the right to terminate this Agreement and the Operator will bear any and all risk arising from or related to the termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Operator further acknowledges and agrees that Chick-fil-A has the right, in Chick-fil-A's sole and exclusive business judgment, to terminate or suspend this Agreement or temporarily suspend or interrupt the Food Truck Program at any time for any reason or for no reason, including without limitation, to use the Food Truck at another location and/or for a different purpose (an "Alternate Use"). For example, but without limiting the preceding sentence, Chick-fil-A may elect to use or have its designee use the Food Truck for food or other product distribution in the event of a natural disaster, weather event, pandemic, epidemic or other like disaster or event. In the event that Chick-fil-A elects to use or have its designee use the Food Truck for an Alternate Use, the Operator's obligations under this Agreement, including under the sublease of the Food Truck Lease granted in Section 4 of this Agreement, will be suspended, and the Operator's sole and exclusive remedy will be the return of the Food Truck following the Alternate Use for the remainder of the Term, without any right to an extension. Chick-fil-A will have no other liability if the Food Truck is not furnished or otherwise made available to the Operator.
7. Operator's Obligations. The Operator will have the following obligations and responsibilities with regard to the operation and use of the Food Truck:
  - a. Menu of Products.
    - i. The menu of Products that may be offered, sold and distributed from the Food Truck in connection with this Agreement will be limited to the Products set forth and otherwise referenced in the Food Truck License Summary.
    - ii. The menu of Products that may be produced on, and offered, sold and distributed from, the Food Truck, will be limited to the Products set forth and otherwise referenced in the Food Truck License Summary.
    - iii. The menu of Products to be produced and/or sold and distributed at individual Sales Locations will be as set forth on the applicable Registration Form for each Sales Location.

Notwithstanding any provision of this Agreement, only Products that are approved for sale in the Chick-fil-A system may be sold from the Food Truck. Products produced and/or held in the Food Truck may only be sold or distributed from the Food Truck at the Sales Locations and may not be sold, delivered, or given away to the Operator's Business, any other Business(es) to which the Operator has the right to operate pursuant to the Franchise Agreement (if any) to customers or consumers located elsewhere or to other Chick-fil-A® franchisees.



- b. Commissary; Source of Supplies. As set forth above in Section 7.a. of this Agreement, certain Products sold or distributed from the Food Truck may be freshly produced in the Food Truck, while other Products or the components of other Products must be freshly produced in the Business, which will serve as a commissary for the Food Truck, and delivered to the Food Truck via approved Temperature Management System (TMS) bags. For each Sales Location, whether a Product or Product component may be produced in the Food Truck or may only be produced in the Business and then delivered to the Food Truck as set forth above will be specified in the Registration Form applicable to such individual Sales Location. Product production and the manner of delivery, storage and holding of Product, Product components and Ingredients, at, in or between the Food Truck and the Business, will be performed according to Chick-fil-A's then-current Minimum Standards, including any Guidelines for food trucks prepared by Chick-fil-A and delivered to or otherwise made available to the Operator from time to time. The provisions, terms and conditions of the Franchise Agreement concerning the sources for purchase of Products and Ingredients will apply to the sources of Products and Ingredients to supply the Food Truck. Any transportation of Products, Ingredients, promotional items, and other items by the Operator or otherwise will comply with and will otherwise adhere to all applicable health, sanitation, food handling, food transportation and insurance requirements provided by law, the requirements contained in the Franchise Agreement, the Food Truck Lease and as otherwise required by Chick-fil-A (whichever provides the most stringent requirements). Without limiting the above, the Operator will not (and will not allow others to) transport any hazardous materials or anything other than Products, Ingredients, promotional items, and other items necessary for the safe, sanitary, and efficient operation of the Food Truck.
- c. Payment of Food Truck Usage Fee. In consideration of the License granted in this Agreement and to compensate Chick-fil-A for the use of the Food Truck under the sublease of the Food Truck Lease granted in Section 4 of this Agreement, the Operator will pay to Chick-fil-A when due the usage fee(s) as set forth in the Food Truck License Summary (the "Usage Fee"), which will be in lieu of the lease rental payment described in the Food Truck Lease payable by Chick-fil-A to BALC. Chick-fil-A shall have the right from time to time to re-determine the Food Truck Usage Fee in its sole and exclusive business judgment based on the then current fair market rental value for the Food Truck due to additions, subtractions and modifications to the Food Truck, additional or different charges or other changes under the Food Truck Lease, market factors, inflation, passage of time or otherwise, and to update the Food Truck Usage Fee to an amount based on the then determined, current fair market rental, which will be set forth in a revised Food Truck License Summary Form and substituted and attached to this Agreement as Exhibit A and made a part of this Agreement. At Chick-fil-A's election, the program described in Section 14.12 of the Franchise Agreement shall apply to the Operator's payment obligations described in this Agreement with respect to the Food Truck and any other payment obligations of the Operator hereunder, and any adjustment or increases thereto.
- d. Additional Fees, Costs and Expenses. All additional fees, costs and expenses associated with the operation and use of the Food Truck, participation in the Food Truck Program and the Licensed Use will be borne by the Operator, either made by the Operator directly or reimbursed to Chick-fil-A, as applicable, and will include, among other things, all Products, Ingredients and all other food and drink items, cleaning and office supplies, equipment and all other things purchased by the Operator for use in the operation of the Food Truck, all labor expense and wages for staffing and servicing the Food Truck and its operations and any other costs and/or expenses incurred in connection with the operation and use of the Food Truck and participation in the Food Truck Program, including payments due under the Food Truck Lease (other than the lease rental payment).

- e. Payment of Taxes. Payment of any sales, use or excise tax, any apportioned personal property tax or any other tax arising from the Licensed Use, the Sales Locations, the sale and distribution of Products and promotional items, the sublease of the Food Truck or the presence of the Food Truck at the Sales Locations, will be made by the Operator, directly or reimbursed to Chick-fil-A, as applicable. The parties acknowledge and agree that sales, use, or similar taxes may be due and payable even when Products and promotional items are given away and not sold.
- f. Marketing and Advertising. All promotional items used in connection with the Food Truck, including the use of any social networking sites and web-based advertising, will constitute marketing and advertising materials pursuant to the provisions, terms and conditions of the Franchise Agreement and will be subject to Chick-fil-A's review and prior approval.
- g. Other Food Truck Program-Related Agreements. Negotiation and signature of any agreements or other arrangements regarding the use of the Food Truck for the Licensed Use will be the responsibility of and be performed by the Operator. The Operator will have no authority to bind Chick-fil-A by contract or otherwise to any agreement with a third party. The Operator will ensure that all aspects of the Sales Locations and the use of the Food Truck at the Sales Locations comply with and satisfy Chick-fil-A's Minimum Standards, including any Guidelines for the Food Truck Program prepared by Chick-fil-A and delivered to or otherwise made available to the Operator from time to time. Chick-fil-A's grant of the License for the Licensed Use is not a guaranty, recommendation, warranty or endorsement by Chick-fil-A that the Licensed Use will prove beneficial for the Operator or that the terms of any agreement for the use of the Food Truck at the Sales Locations are advantageous to the Operator.
- h. Sale of Products; Gross Receipts. Gross receipts generated as a result of sales from the Food Truck will be included in the Gross Receipts of the Operator's Business pursuant to the Franchise Agreement and will otherwise be treated as sales occurring outside of the Restaurant in accordance with Chick-fil-A's then-current standards and procedures. Further, the Operator agrees to maintain separate books and records to track the gross receipts, operating costs and expenses resulting from the operation of the Food Truck. The Operator agrees to maintain such books and records for at least five (5) years and provide them to Chick-fil-A's Tax Department, if required, upon a sales tax audit.
- i. Food Truck Staffing. The Operator will provide employees from the Business to fulfill the Operator's staffing needs for the proper use and operation of the Food Truck. All employees will be employed, trained and supervised by the Operator. Chick-fil-A will have no responsibility or liability whatsoever for the selection, supervision, disciplining, scheduling, conduct, payment, benefits or compensation of the Operator's employees at any time, and the Operator's employees will not be employees nor shared or joint employees of Chick-fil-A.
- j. Food Truck Operations and Procedures; Training of Employees.
  - i. Prior to the commencement of operations of the Food Truck by the Operator under this Agreement and prior to the training of the Operator's employees, the Operator will participate in any walk-thru meetings or sessions offered by Chick-fil-A and otherwise will establish a thorough understanding of the safe and proper operation, including driving, of the Food Truck, its equipment and food storage and preparation procedures including, without limitation, any food safety and cleaning/sanitizing procedures for the Food Truck, and use of the Business as a commissary to support the operation of the Food Truck. Prior to the commencement of operations of the Food Truck, the Operator will train the Operator's production team members and other employees who will be staffing and otherwise servicing the Food Truck, in the safe operation and use of the Food Truck and its equipment, food storage, preparation procedures and care and maintenance. The

Operator and the Operator's employees are not permitted or authorized to and will not change, modify or reconfigure the Food Truck or its equipment or authorize any third party to do so at any time without Chick-fil-A's review and prior approval. The Operator is solely responsible for ensuring that the Food Truck's operations are conducted with reasonable care and that all prudent safety procedures that apply to the operation or other use of the Food Truck are followed.

- ii. The Operator and any other individual, who drives the Food Truck, must satisfy (A) all state and local requirements for operation of a commercial food truck, (B) all insurer requirements for operation of the Food Truck, and (C) the following minimum requirements to be allowed to drive the Food Truck (unless state and local or insurance requirements are more restrictive, in which case such state, local or insurance requirements will apply): (i) at least twenty-one years of age; (ii) holds a valid driver's license, a copy of which is maintained by the Operator, and (iii) has no history of serious violations within the last five years and no more than two moving violations in the last three years, based upon the Operator's review of the driver's Motor Vehicle Record for the applicable period stated in this clause. The Operator will ensure that a pre-inspection and a post-inspection of the Food Truck are completed and a complete and current record of such inspections is maintained. Inspection components include, but are not limited to, properly working lights, signals and horn, wipers, mirrors and safety belts, tire tread acceptable, no glass chips/cracks that can hinder vision, doors close and lock, body of vehicle is intact (bumpers, etc.). For purposes of clause (iii) above, "two moving violations" will include, without limitation, speeding, failure to signal, improper passing, following too close, careless driving, not wearing a safety belt, expired tags and plates as well as no proof of insurance, and "serious violations" will include, without limitation, any alcohol related violation, racing/speed contest, reckless driving, vehicular homicide or assault, conviction of a crime involving a motor vehicle, eluding or attempting to elude a police officer, hit and run, etc.
- k. Food Truck Condition and Return. Upon the expiration or earlier termination of this Agreement, the Operator will (i) make the Food Truck available to Chick-fil-A or its designee at such time and location as directed by Chick-fil-A in accordance with all terms, provisions and requirements of the Food Truck Lease and in a clean and neat condition, and in as good order and repair and in the same condition as existed immediately prior to the Operator's operation and use of the Food Truck, normal wear and tear excepted, (ii) remove all personal property from the Food Truck, and (iii) clean and remove all debris and trash from the Food Truck. Any personal property not removed will be deemed conclusively abandoned and may be removed and disposed of by Chick-fil-A, without compensation to the Operator. In the event the Operator fails to return the Food Truck in such condition and at such time and location as directed by Chick-fil-A, the Operator will reimburse Chick-fil-A for all costs and expenses incurred in connection with returning the Food Truck to the good order, condition and repair as existed immediately prior to the Operator's operation and use of the Food Truck, normal wear and tear excepted.
- l. Insurance and Insurance Fee. In consideration of the insurance expense incurred by Chick-fil-A to cover the Food Truck and its contents and inventory, the Operator will pay to Chick-fil-A a monthly insurance fee, as set forth in the Food Truck License Summary (the "Food Truck Insurance Fee"); the Insurance Fee does not cover any Operator-owned contents or inventory. The Operator will obtain and maintain in full force and effect, at the Operator's own expense, any additional insurance coverage which may be necessary or required (i) to operate the Food Truck, and (ii) under the Food Truck Lease, the Franchise Agreement, applicable law or otherwise. The Operator will provide Chick-fil-A immediate notice of (A) any casualty loss (that is, loss or damage to the Food Truck) that may result in an insurance claim and (B) any

- liability claim (that is, any injury to any person or damage to any property in any way involving the Food Truck). The Operator will cooperate fully with Chick-fil-A in the reporting, investigation, adjustment, and settlement of any insurance coverage claims arising from the Food Truck.
- m. Reporting of Other Information. The parties acknowledge and agree that one of the metrics to be recorded is the performance of the Food Truck based on where, how and when it was/is deployed for use at the Sales Locations. The Operator acknowledges and agrees that due to the developing stage of the Food Truck Program, Chick-fil-A may require the reporting of additional or different information regarding the Operator's use and operation of the Food Truck and more detailed or different information regarding the sales and cost performance of the Food Truck than is usual or otherwise customary at present with regard to a Chick-fil-A Restaurant. The Operator will provide such reports and other information regarding Gross Receipts and the costs, expenses and taxes incurred in connection with the operation and use of the Food Truck and the Sales Locations, and such other information Chick-fil-A may request from time to time.
  - n. Approvals, Licenses, Permits; Compliance with Law. Unless otherwise agreed by the parties in writing, the Operator, at the Operator's sole cost and expense, will seek as soon as practicable and will obtain and maintain at all times during the Term of this Agreement all necessary regulatory approvals, licenses, and permits for and applicable to the operation of the Food Truck for the Licensed Use at the Sales Locations. The Operator will comply with and obey all applicable laws, rules and regulations.
  - o. Cooperation. The Operator, at the Operator's sole cost and expense, will cooperate with Chick-fil-A as necessary for the Operator and/or Chick-fil-A to fulfill their respective duties and obligations under this Agreement and the Food Truck Lease.
8. Additional Terms. Chick-fil-A will have the following rights, obligations, and responsibilities with regard to the operation and use of the Food Truck during the term of this Agreement:
- c. Delivery of Food Truck. Subject to Sections 6 and 14, Chick-fil-A will deliver the Food Truck to the Operator for the Licensed Use pursuant to the terms and conditions of this Agreement. Chick-fil-A will not be liable for any loss or damage to the Operator due to a delay or failure to deliver the Food Truck in any event whatsoever, regardless of whether such delay or failure is within Chick-fil-A's control. Without limiting the above, Chick-fil-A will have no liability for any delay or failure to deliver resulting from fire, act of God, destruction or damage to the Food Truck, weather conditions, strike, labor dispute, delay in transportation, governmental requirements or any other cause beyond Chick-fil-A's control.
  - d. Use of Reported Information. Chick-fil-A will have the right and the Operator authorizes Chick-fil-A to account for the Gross Receipts, fees, costs, expenses and taxes incurred and to make calculations and allocations to the Operator's Business as may be authorized or otherwise required under the Franchise Agreement and in order to effectuate the terms of this Agreement.
9. Compliance with Franchise Agreement. Except as specifically provided in this Agreement, the Operator will comply with all of the provisions of the Franchise Agreement with regard to the Food Truck and the Licensed Use even if not specifically described or referred to in this Agreement, including, but not limited to, Section 5 DAMAGE TO SITE, EQUIPMENT OR LEASEHOLD IMPROVEMENTS, PERSONAL INJURY, Section 12 STANDARDS OF CLEANLINESS, SANITATION AND BUSINESS CONDUCT, Section 18 TRADE SECRETS AND CONFIDENTIAL INFORMATION, Section 19 USE OF THE MARKS, Section 24 TERMINATION, Section 25 FRANCHISE RELATIONSHIP, Section 27 INDEMNIFICATION,

and Section 28 GENERAL PROVISIONS (including, without limitation, with regard to **the parties' choice of Georgia law and a Georgia forum** to resolve their disputes as set forth in Section 28.10 thereof, **the waiver of any right to trial by jury** as set forth in Section 28.15 thereof and the Operator's agreement **not to pursue any class claims** as set forth in Section 28.13 thereof), and such provisions will be read to apply also to this Agreement. To the extent that there is a conflict between the terms of this Agreement and the Franchise Agreement, the express terms of this Agreement will control with respect to the Licensed Use authorized under this Agreement and the limited License granted for the Licensed Use. In addition, the Operator and the Operator-Owner must not do anything in connection with the Sales Locations or the Food Truck that would adversely impact Chick-fil-A's reputation or image in the community and will not use or conduct operations from the Food Truck on Sunday or Christmas Day.

10. Sole and Exclusive Property of Chick-fil-A; Confidential Information and Ideas. The Operator and the Operator-Owner acknowledge and agree that the Food Truck Program, including but not limited to the development of the Food Truck and the program, this Agreement (and any of its terms), the Food Truck Lease (and any of its terms), the design and specifications, menu selection, marketing methods and strategies (including social media), sales, cost, data and analysis relating to the Food Truck Agreement, and any Guidelines and Methods developed for the Food Truck are the sole and exclusive property of Chick-fil-A, and constitute Intellectual Property and Confidential Information under the Franchise Agreement. The Operator and the Operator-Owner will not acquire any ownership interest or other right in and to the Food Truck Program, the Food Truck, its equipment, furnishing and fixtures, associated Guidelines and Methods, Intellectual Property or Confidential Information, except for the temporary right and License to operate the Food Truck for the Licensed Use at the Sales Locations as expressly provided in this Agreement. Under Section 18.5 of the Franchise Agreement, any idea, concept, technique or material concerning the Food Truck and the Food Truck Program, including any advertising materials and social networking accounts, that the Operator, the Operator-Owner or any of the Operator's employees create in the operation or servicing of the Food Truck or conduct of the Food Truck Program as contemplated by this Agreement, will be Ideas, and Chick-fil-A or CFA Properties will own all rights in any and all Ideas. The Operator may not lend, sublicense, subcontract, sublease, encumber or in any way transfer or assign the Food Truck or any of the Food Truck's equipment, furnishings, or fixtures or any rights under this Agreement. Chick-fil-A will retain all rights attendant to or associated with the lease of the Food Truck, including, without limitation, the right to depreciate the Food Truck for tax, accounting and all other purposes.
11. No Warranties. The Food Truck provided to the Operator by Chick-fil-A pursuant to the sublease of the Food Truck Lease granted in Section 4 of this Agreement is furnished "**AS IS**" and "**WHERE IS**" and without any warranty of any kind by or from Chick-fil-A. Chick-fil-A expressly disclaims any representations or warranties, express or implied, statutory or otherwise, with respect to the Food Truck and this Agreement, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.
12. Storage; Maintenance; Repair. The Operator, (a) may use the Food Truck only in compliance with the Food Truck Lease and only in connection with the Operator's operation of the Food Truck at the Sales Locations, (b) will store and maintain the Food Truck at the Operator's Business when not in use at a Sales Location (c) will service and repair the Food Truck in order to maintain its appearance and good working condition according to best industry practices, manufacturer's specifications, and using reputable and established service and repair vendors, and (d) will not make any changes, alterations or additions to the Food Truck without prior written consent of Chick-fil-A, and all in accordance with Chick-fil-A's then current Minimum Standards, Guidelines and other policies and procedures as may be amended by Chick-fil-A from time to time. In servicing and repairing the Food Truck and its equipment, furnishings and fixtures, the Operator will solely use suppliers and vendors that demonstrate the ability to meet Chick-fil-A's then Minimum Standards

and Guidelines and that possess adequate quality controls, experience and capacity to service and repair the item and otherwise supply the Operator's needs promptly, accurately and reliably. Chick-fil-A will not be liable for any loss or damage to the Operator due to any inability to use or any interruption in the use of the Food Truck or any of its equipment, furnishings or fixtures. The Operator agrees to provide Chick-fil-A with monthly (or with such greater frequency that Chick-fil-A may from time-to-time require) reports detailing (i) the mileage of the Food Truck for such time period, (ii) any damage incurred with respect to the Food Truck, and (iii) any maintenance or repairs performed with respect to the Food Truck. The Operator's obligation to provide such reports does not satisfy the Operator's obligations under the Food Truck Lease, and it is the Operator's obligation to ensure that all required maintenance is performed on the Food Trucks per the terms of the Food Truck Lease and this Agreement, including the requirements that (x) all such maintenance and repairs must be performed by a factory authorized maintenance individual with the authority to sign the maintenance, service and/or repair log and (y) records of all work performed on the Food Truck must be dated and signed by the appropriate authority.

13. Indemnification; Damage to Property; Personal Injury.

- a. The Operator and the Operator-Owner will be solely and exclusively responsible for any damage to or loss caused by a breach of this Agreement or the Food Truck Lease, the negligent or intentional action or misfeasance of the Operator or the Operator's employees, agents, contractors, invitees or customers as if provided for and included under Section 5 DAMAGE TO SITE, EQUIPMENT OR LEASEHOLD IMPROVEMENTS, PERSONAL INJURY of the Franchise Agreement, which will apply in full to this Agreement. Furthermore, the Operator and the Operator-Owner will be solely and exclusively responsible for any and all liability of the Operator and/or Chick-fil-A, for (i) personal injury, death or otherwise, and (ii) damage to personal property or real property caused by or resulting from the negligent or intentional action or misfeasance of the Operator, the Operator-Owner, the Operator's employees, agents, contractors, invitees or customers. In addition, the Operator and the Operator-Owner will be solely and exclusively responsible for any and all liability of BALC as provided in the Food Truck Lease.
- b. The Operator and the Operator-Owner do hereby agree to indemnify, defend and hold harmless Chick-fil-A and any subsequent operator of the Food Truck or a like business at the Sales Location and/or BALC as provided in the Food Truck Lease, against all judgments, settlements, penalties, expenses, attorneys' fees, court costs and other costs of litigation or administrative proceedings incurred by or imposed on Chick-fil-A or any subsequent operator of the Food Truck or a like business at the Sales Location as if provided for and included under Section 27 INDEMNIFICATION of the Franchise Agreement, which will apply in full to this Agreement and the use and operation of the Food Truck, including without limitation in the event of any damage, loss or claim described in this Section 13.

The Operator's and the Operator-Owner's obligations under Subsections 13.a. and b. above (and Sections 5 and 27 of the Franchise Agreement) will apply with respect to, among other things, the Sales Location, the Food Truck and any personal property of any person or entity, any personal injury or death, any claim, demand or penalty, and any suit or other judicial or administrative proceeding arising out of or relating to or in connection with the Sales Locations, the Food Truck or this Agreement, as applicable, all of which will be the sole and exclusive responsibility of the Operator and the Operator-Owner. This section is not intended to and does not convey any benefits to any third party and does not prevent the Operator or Chick-fil-A from seeking indemnification from another third party whose actions, or the actions of such third party's employee, were the source of any injury, damage or loss. This section is in addition to any obligations of the Operator and the Operator-Owner to BALC and others that may be named in the Food Truck Lease.

14. Default; Termination.

- a. The rights granted under this Agreement are contingent upon the Franchise Agreement and this Agreement, including the Food Truck Lease, being in full force and effect and the Operator otherwise being in good standing at the effective date of this Agreement and at all times during the term of this Agreement. If prior to the expiration of the term of this Agreement, the Franchise Agreement is terminated or expires with respect to the Business or the Food Truck Lease is terminated or expires, this Agreement, including the sublease granted in Section 4 of this Agreement, will automatically terminate or expire at the same time. If the Franchise Agreement is in default at the effective date of this Agreement or at any time during the term of this Agreement (and has not been terminated), such default will also constitute a default by the Operator under this Agreement, and Chick-fil-A may terminate the Operator's rights under this Agreement, including the sublease granted in Section 4 of this Agreement, or suspend such rights until the default is cured.
- b. This Agreement and the rights granted hereunder may be terminated for a default under this Agreement, including a default under the sublease granted in Section 4 of this Agreement by reason of a default of the Food Truck Lease, without also terminating the Franchise Agreement, provided that Chick-fil-A, in the exercise of its sole and exclusive business judgment, shall have the right at its election to also terminate the Franchise Agreement as to the Business and one or more or all of any other of the Businesses operated under the Franchise Agreement by providing written notice to the Operator pursuant to the terms of the Franchise Agreement. Subject to Section 15, this Agreement and the rights granted under this Agreement, including the sublease granted in Section 4 of this Agreement (but not the obligations the Operator has undertaken thereunder, which will survive until the Operator has fully performed the same), will expire automatically upon Chick-fil-A retaking possession of the Food Truck following the expiration or termination of this Agreement and the Operator's fulfillment of the Operator's obligations under this Agreement, including under the sublease granted in Section 4 of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Operator further acknowledges and agrees that Chick-fil-A has the right, in Chick-fil-A's sole and exclusive business judgment, to terminate this Agreement, including the sublease granted in Section 4, and/or the Food Truck Program at any time for any reason or for no reason.
- c. The Operator will bear any and all risk arising from or related to termination of this Agreement. Upon termination of this Agreement, the Operator will remain liable for the then current outstanding balance of the Food Truck Usage Fee, the Food Truck Insurance Fee and any other payments due Chick-fil-A or BALC as provided in the Food Truck Lease and/or in this Agreement. The Operator agrees that upon default BALC may demand, receive and collect any monies due or falling due after the default without in any manner affecting the status of the default or any notice of suit, action, order or judgment related to the default. Upon termination of the Food Truck Lease and/or this Agreement, any payment made by the Operator to Chick-fil-A or BALC or any court will not: (i) reinstate, continue or extend the term of this Agreement; (ii) affect any notice previously given to the Operator; or (iii) operate as a waiver of the right of Chick-fil-A to obtain possession of the Food Truck by proper suit, action, proceeding or remedy. All monies collected will be deemed to be payments made in accordance with the terms of this Agreement or applied toward any outstanding balances owed by the Operator.

15. Survival. Upon the termination, expiration, or suspension of this Agreement as provided in Section 14, all obligations under this Agreement, including under the sublease granted in Section 4 of this Agreement and also including without limitation the obligations under the Franchise Agreement which are incorporated by reference into this Agreement, that expressly or by their nature are intended to survive the termination or expiration of this Agreement or the Franchise

Agreement, including, but not limited to, limitations of liability, and the Operator's reporting, payment and indemnification obligations to Chick-fil-A and/or BALC, will survive the termination, expiration or suspension of this Agreement, including the sublease granted in Section 4 of this Agreement, the Food Truck Lease, and the termination of the Franchise Agreement, if applicable.

16. Communications; Notices; Designated Contact. All notices provided for in this Agreement will be deemed given on the day of hand-delivery or overnight delivery or three (3) days after being sent by registered or certified mail, if sent from the United States, or by the equivalent thereof if sent from other country or jurisdiction, return receipt requested, address to the party to be served at the following address:

If to Chick-fil-A:  
Chick-fil-A, Inc.  
5200 Buffington Road  
Atlanta, Georgia 30349-2998  
Attn: Lynette E. Smith

If to the Operator and/or the Operator-Owner:  
At the address set forth on the signature page of the Franchise Agreement

Or to such other address as may be designated by such party in a written notice to the other party.

17. Not Independent Franchise. The Operator and the Operator-Owner acknowledge and agree that the Operator's participation in the Food Truck Program and the grant of the License to use the Food Truck at the Sales Location pursuant to this Agreement is made upon the request of and as an accommodation to the Operator and the Operator-Owner in connection with the Franchise Agreement and the Business, and is entirely voluntary on the part of the Operator and the Operator-Owner and does not constitute an independent or separate franchise or franchise agreement.
18. Affirmation of Franchise Agreement and the Assignment. The Operator and the Operator-Owner acknowledge, affirm and agree to all of their respective covenants and obligations under the Franchise Agreement and the Assignment as if entered into, undertaken and otherwise made again this day (with this Agreement, including the Food Truck License Summary and the Food Truck Lease) and reaffirm the continuing existence and validity of the Franchise Agreement and the Assignment. The Operator and the Operator-Owner covenant that, subject to their terms and conditions as modified by this Agreement, the Franchise Agreement and the Assignment are in full force and effect as of the date of this Agreement, and will remain in full force and effect, subject to their terms.
19. Operator-Owner Guaranty. Pursuant to the Assignment and this Agreement, the Operator-Owner agrees to be personally bound by, and personally liable for the breach of, each and every term and condition of the Franchise Agreement, including without limitation the provisions contained in this Agreement (including the Food Truck License Summary and the Food Truck Lease). Nothing contained in this Agreement will be deemed to relieve the Operator-Owner of any of the Operator-Owner's obligations contained in the Assignment or the Franchise Agreement. The Operator-Owner further agrees to, and by this instrument does hereby guarantee the performance by the Operator, in the same manner and with the same recourse against the Operator-Owner, as if the Operator-Owner were the Operator, of all of the Operator's obligations, commitments, duties and liabilities under the Franchise Agreement, including without limitation the provisions contained in this Agreement (including the Food Truck License Summary and the Food Truck Lease). Without limiting the above, the Operator-Owner irrevocably and unconditionally guarantees to Chick-fil-A: (i) that the Operator will pay all amounts to be paid and otherwise comply with all provisions of the Franchise Agreement, this Agreement or any other agreements with Chick-fil-A or its



affiliates concerning the operation of the Businesses, including the Food Truck; and (ii) that if the Operator defaults in making any of these payments or complying with any of these provisions, the Operator-Owner will pay immediately upon demand all amounts due and owing Chick-fil-A and all damages that may arise as a result of the Operator's non-compliance.

20. Cross-Default. Any violation or breach by the Operator-Owner of any term or condition of the Assignment or the Franchise Agreement, including without limitation the provisions contained in this Agreement (including the Food Truck License Summary and the Food Truck Lease), will also constitute a violation and breach of the same term or condition by the Operator, a default by the Operator under the Assignment and the Franchise Agreement and, under its terms, grounds for termination and/or non-renewal of the Franchise Agreement and the franchise granted under the Franchise Agreement.
21. Acceptance of Risk of Food Truck Program. The Operator and the Operator-Owner acknowledge and agree that Chick-fil-A is in the development stages of the Food Truck Program and that participation in the Food Truck Program under this Agreement involves substantial risks. The Operator and the Operator-Owner acknowledge and agree that the Operator and the Operator-Owner are aware of the risks and that the Operator and the Operator-Owner agree to bear the risk of the success or failure of the Food Truck Program and the Food Truck in reliance solely on the Operator and the Operator-Owner's own business judgment.
22. Execution; Counterparts. The parties acknowledge and agree that, (i) the Food Truck License Summary is complete and accurate and forms a part of this Agreement; and (ii) this Agreement, including the Food Truck License Summary and the Food Truck Lease, as well as the Franchise Agreement and the Assignment as referenced in this Agreement, contain the entire agreement between the parties as to the subject matter hereof and fully supersedes all prior understandings, written or oral, between the parties regarding such subject matter. This Agreement may be executed in multiple counterparts and at various times and at various places by the several parties to this Agreement, all of which counterparts taken together will be deemed as one original. Executed copies of this Agreement, whether delivered by electronic transmission or otherwise, will be deemed to be as effective as original signatures.

[The Signature Page Follows]

IN WITNESS WHEREOF, Chick-fil-A, Inc., the Operator and the Operator-Owner intending to be legally bound, have duly executed and delivered this Agreement as of the day and year first above written.

**CHICK-FIL-A, INC.**

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

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

Date: \_\_\_\_\_

**OPERATOR**

\_\_\_\_\_

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

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**OPERATOR-OWNER:**

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT**

**Exhibit "A"**

**Food Truck License Summary Form**

1. The Operator's name and the designated Business (pursuant to Background Paragraph A): \_\_\_\_\_  
\_\_\_\_\_
2. Commencement Date (pursuant to Section 5): \_\_\_\_\_
3. Any termination date of this Agreement earlier than the Thirty-First day of December following the Effective Date (pursuant to Section 2): \_\_\_\_\_
4. Items that may be produced, offered and sold from the Food Truck (pursuant to Sections 7.a and b): \_\_\_\_\_  
\_\_\_\_\_
5. Items that may be offered and sold from the Food Truck, but must be produced at the Operator's Business (pursuant to Sections 7.a and b): \_\_\_\_\_
6. Monthly Food Truck Usage Fee (pursuant to Section 7.c): \$ \_\_\_\_\_ **(as the amount may be amended), plus all applicable mileage surcharge or pass-through costs and expenses for excessive miles per the terms of the Food Truck Lease**
7. Monthly Food Truck Insurance Fee (pursuant to Section 7.1, and subject to adjustment to reflect changes in Chick-fil-A's insurance premiums): \$ \_\_\_\_\_ **(as the amount may be amended)**
8. Monthly Food Truck Reporting Obligations (pursuant to Section 12) including (i) mileage of the Food Truck, (ii) any damage incurred with respect to the Food Truck, (iii) any maintenance or repairs performed with respect to the Food Truck, and (iv) as otherwise required under the Agreement.
9. Additional Terms/Information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT**

**Exhibit "B"**

**Food Truck Lease**

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**EXHIBIT "B-1"**

**ASSIGNMENT AND CONSENT TO ASSIGNMENT AGREEMENT (CORPORATION)**

**ASSIGNMENT AND CONSENT TO  
ASSIGNMENT AGREEMENT**

(Corporation)

THIS ASSIGNMENT AND CONSENT TO ASSIGNMENT AGREEMENT (the "Assignment") is made and shall be effective as of \_\_\_\_\_, (the "Effective Date") by and between CHICK-FIL-A, INC., a Georgia corporation, having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 ("Chick-fil-A"), its assigning franchised Operator, \_\_\_\_\_, ("Assignor"), and \_\_\_\_\_, a corporation, organized under the laws of the state of \_\_\_\_\_ ("Assignee").

CHICK-FIL-A, INC., a Georgia corporation  
5200 Buffington Road  
Atlanta, Georgia 30349-2998

By: \_\_\_\_\_  
Dan T. Cathy, Chief Executive Officer

\_\_\_\_\_  
Witness

(CORPORATE SEAL)

"Assignor" (Assigning Operator)

\_\_\_\_\_

\_\_\_\_\_  
Witness

"Initial Business"  
Chick-fil-A at \_\_\_\_\_  
(store name, alpha code & number)  
address \_\_\_\_\_  
city, state \_\_\_\_\_

"Additional Business", if any  
Chick-fil-A at \_\_\_\_\_  
(store name, alpha code & number)  
address \_\_\_\_\_  
city, state \_\_\_\_\_

"Assignee"

[ \_\_\_\_\_ ]

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

\_\_\_\_\_  
Witness

(CORPORATE SEAL)

**WITNESSETH:**

**WHEREAS**, Chick-fil-A and Assignor are parties to a Franchise Agreement and its attached Lease(s) dated \_\_\_\_\_, including any amendments and exhibits to the Franchise Agreement and its attached Lease(s) (collectively, the “Franchise”) with Chick-fil-A granting Assignor the right to operate, as the Operator, the Initial Business and the Additional Business(es), if any (individually and collectively referred to as the “Business”), at the Site(s), pursuant to the terms and conditions set forth in the Franchise; and

**WHEREAS**, Assignor has formed and organized Assignee for the purpose of owning and operating the Business; and

**WHEREAS**, Assignor desires to transfer all of Assignor’s right, title and interest in the Franchise to Assignee; and

**WHEREAS**, all parties to the Assignment acknowledge that Chick-fil-A’s consent to any transfer is required under the Franchise, and is necessary to ensure Chick-fil-A’s right and ability to select and have only the most qualified, approved individuals personally operate the respective franchised Chick-fil-A restaurant businesses to attempt to achieve the highest sales and profits possible in a manner consistent with Chick-fil-A’s Minimum Standards, Guidelines and image in the community in which such businesses are located and in the nation as a whole, and to diligently develop and personally promote the reputation and the goodwill of each of the businesses, the Marks, Chick-fil-A, and the System.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF** the promises, covenants, warranties and representations herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to the Assignment, each intending to be legally bound, hereby agree as follows:

**SECTION 1 – ASSIGNMENT AND ASSUMPTION**

1.1 As of the Effective Date, Assignor, in consideration of \$10.00 and other good and valuable consideration, hereby assigns, transfers and sets over to Assignee all the right, title and interest of Assignor in and to the Franchise, including the Franchise Agreement and its attached Lease(s) identified above, and any amendments and exhibits to the Franchise Agreement and its attached Lease(s), and the Business, including any and all rights and benefits awarded or earned resulting from and arising under Chick-fil-A’s

Symbol of Success, Champions Club, or other similar programs, subject to the terms and conditions therein.

1.2 Assignee hereby assumes all of Assignor’s duties, obligations, agreements, commitments and liabilities under the Franchise, including the Franchise Agreement and its attached Lease(s) identified above, and any amendments and exhibits to the Franchise Agreement and its attached Lease(s), and under or otherwise in connection with the Business, including under Chick-fil-A’s Symbol of Success, Champions Club, or other similar programs and any related Buy Back or other agreements,, and agrees to be bound by and observe and faithfully perform all of the obligations, agreements, commitments and duties of the Operator thereunder with the same force and effect as if the Franchise were originally written with Assignee as the Operator.

**SECTION 2 – CONTINUING OBLIGATIONS AND GUARANTY OF ASSIGNOR**

2.1 Assignor agrees to continue to be personally bound by, and personally liable for the breach of, each and every term and condition of the Franchise, and that nothing contained herein shall be deemed to relieve Assignor of any of its obligations contained in the Franchise. Assignor further agrees to, and by this instrument does hereby, guarantee the performance by Assignee of all of Assignee’s obligations, commitments, duties and liabilities under the Franchise, in the same manner, to the same degree and with the same recourse against Assignor as if Assignor were the Operator. Without limiting the foregoing, Assignor irrevocably and unconditionally guarantees to Chick-fil-A: (i) that Assignee shall pay all amounts to be paid and otherwise comply with all provisions of the Franchise or any other agreements with Chick-fil-A or its affiliates concerning the operation of the Business; and (ii) that if Assignee defaults in making any such payments or complying with any such provisions, Assignor shall pay forthwith upon demand all amounts due and owing to Chick-fil-A under the Franchise and all damages that may arise as a result of any such non-compliance. Any violation or breach by Assignor of any term or condition of the Assignment or the Franchise shall also constitute a violation and breach of the same term or condition by Assignee, a default by Assignee under said Assignment or Franchise and, pursuant to its terms, grounds for termination and/or non-renewal of the Franchise.

2.2 After the Effective Date, Assignor shall continue to devote his or her full time and personal best efforts to operating the Business to attempt to achieve the highest sales and profits possible in a manner consistent with Chick-fil-A’s Minimum

Standards, Guidelines and image in the community in which the Business is located and in the nation as a whole, and to diligently developing and personally promoting the reputation and the goodwill of the Business, the Marks, Chick-fil-A, and the System. Assignee and Assignor shall engage only in the operation of the Business, and no other business.

### **SECTION 3 – ENTITY NAME**

Assignor and Assignee acknowledge and agree that they shall not use Chick-fil-A's Marks (including, without limitation, the term "Chick-fil-A" or "CFA"), or any other component(s) or derivative(s) of Chick-fil-A's Marks (including, without limitation, the term "Chick" or "fil"), as part of any corporate name or other legal name of Assignee or with any prefix, suffix or other modifying words, terms, designs or symbols. The name of Assignee must not contain any derogatory or non-professional terms.

### **SECTION 4 – LIMITATIONS ON TRANSFER**

4.1. Assignor and Assignee, jointly and severally, agree, represent and warrant that they shall not make nor permit any subsequent assignment, pledge, sale, assignment, encumbrance, gift, transfer or hypothecation of the Franchise, the Business or any rights or obligations under the Franchise, whether directly or indirectly, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law.

4.2 Assignor and Assignee, jointly and severally, acknowledge and agree that the transfer of an interest in Assignee will in substance constitute an assignment of Assignee's interest in the Business, including the Franchise, which Assignor and Assignee have agreed not to transfer. Assignor and Assignee, jointly and severally, further agree, represent and warrant that (i) Assignor is the only person with a legal, beneficial or equity interest in Assignee; (ii) the extent of such legal, beneficial or equity interest is one hundred percent (100%); and (iii) there are no obligations or intentions to issue additional legal, beneficial or equity interests in Assignee. Assignee and Assignor, jointly and severally, agree, represent and warrant that they shall not make nor permit, directly or indirectly, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law, the issuance, pledge or sale of stock in Assignee or any other legal, beneficial or equity interests in Assignee to be issued, pledged or sold to a person or entity other than Assignor nor make nor permit any stock in Assignee or any other legal, beneficial or equity interest in Assignee, in whole or in part, subsequently to be pledged, sold, assigned, encumbered, given,

transferred or otherwise hypothecated, directly or indirectly, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law. As used in this Agreement, the term "equity interest(s)" shall include direct or indirect interest in the equity of Assignee or the business risk of the Business including, but not limited to, interests allegedly denominated as debt but which in substance encompass the type of risk-taking interest described herein.

### **SECTION 5 – INDUCEMENTS AND CONDITIONS TO CONSENT**

5.1 Chick-fil-A hereby consents to the assignment of the Franchise upon the following conditions only:

(a) Chick-fil-A has relied upon, and agreed to execute the Assignment based upon, the agreements, representations, warranties and guaranty executed and undertaken by Assignor and Assignee.

(b) The granting of this consent is in no way an approval by Chick-fil-A of the legal sufficiency of the formation and organizational documents or any other documents pertaining to Assignee, and insofar as the terms of same may conflict with or contradict the terms of the Assignment, said terms are expressly disclaimed.

(c) Assignor shall maintain stop-transfer instructions against the transfer on its records of any equity securities; Assignor shall include the following provision in the by-laws pertaining to Assignee:

(1) Neither the stock in the Corporation nor any other legal, beneficial or equity interest in the Corporation shall be issued, pledged or sold to a person or entity other than the initial sole stockholder, nor shall any stock in the Corporation nor any other legal, beneficial or equity interest in the Corporation, in whole or in part, be pledged, sold, assigned, encumbered, given, transferred or otherwise hypothecated, directly or indirectly, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law. Any and all stock issuances and transfers are also subject to the terms of the Franchise and any attached Lease(s), any attached Concession Sublicense Agreement(s) for any Satellite Unit(s), Assignment and Consent to Assignment Agreement relating to the Franchise Agreement and other applicable agreements, for each franchised Chick-fil-A restaurant business operated by the Corporation. As used herein, the term "legal, beneficial or equity interest(s)" shall include direct or indirect interest(s) in the equity of the Corporation or the business risk of the franchised Chick-fil-A



restaurant business(es) operated by the Corporation, including, but not limited to, interests allegedly denominated as debt, but which in substance encompass the type of risk-taking interest described herein.

(2) All certificates representing stock in the Corporation during the term of the Franchise shall have affixed to them a legend substantially in the following form:

“Neither this stock nor any legal or beneficial interest thereof shall be pledged, sold, assigned, encumbered, given, transferred or hypothecated, directly or indirectly, in whole or in part, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law. Any and all stock issuances and transfers are subject to the terms of the Franchise Agreement and any attached Lease(s), any attached Concession Sublicense Agreement(s) for any Satellite Unit(s), any Assignment and Consent to Assignment Agreement relating to the Franchise Agreement and other applicable agreements, for each franchised Chick-fil-A restaurant business operated by the Corporation.”

(3) In addition, each stock certificate of Assignee shall contain and conspicuously display the following statement:

Neither this stock nor any legal or beneficial interest thereof shall be pledged, sold, assigned, encumbered, given, transferred or hypothecated, directly or indirectly, in whole or in part, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law. Any and all stock issuances and transfers are subject to the terms of the Franchise Agreement and any attached Lease(s), any attached Concession Sublicense Agreement(s) for any Satellite Unit(s), Assignment and Consent to Assignment Agreement relating to the Franchise Agreement and other applicable agreements, for each franchised Chick-fil-A restaurant business operated by the Corporation.

(d) The granting of the Assignment to Assignee is not a consent to any proposed future transfer of any interest in Assignee to beneficiaries upon the attainment of a certain age or other condition.

5.2 Granting consent to the Assignment does not constitute approval of any stockholder or officer of Assignee as an approved Operator or the Operator under the Franchise except as to the particular stockholder that is a previous signatory to the Franchise in his or her individual capacity as the approved Operator thereunder and who is listed on Exhibit A attached to the Assignment and made a

part of the Assignment. Assignor and Assignee agree that a breach of the Assignment shall constitute a breach of the Franchise and shall entitle Chick-fil-A to enforce all rights and remedies available to it including termination of the Franchise and the Assignment.

5.3 Pursuant to Section 2.5(b) of the Franchise Agreement and Section 2.3 of each attached Lease to the Franchise Agreement and Section 4(c) of any Concession Sublicense Agreement for a Satellite Unit attached to any Additional Business Amendment for a Satellite, if and when Assignor dies or becomes disabled to the extent that Assignor is unable to perform his or her obligations under the Franchise or the Assignment, then the Franchise and the Assignment shall automatically terminate without any notice to Assignor or Assignee and the Assignment shall automatically be deemed null and void.

5.4 Assignor and Assignee hereby agree to promptly provide Chick-fil-A copies of the certificate of incorporation, by-laws, stock certificates or other agreements pertaining to Assignee and the holder(s) of all legal and beneficial interest in Assignee upon the written request of Chick-fil-A.

5.5 Assignor and Assignee agree that Chick-fil-A at any time during normal business hours may examine, review and copy any and all of each of their individual or corporate records, books, financial records, tax returns or other documents relating to Assignee for the purpose of ensuring compliance with the Franchise and the Assignment.

5.6 Assignor and Assignee agree that upon breach of any of the conditions, representations, agreements or warranties contained herein, they and each of them shall be subject, among all other remedies available by law or hereunder, to all relief and remedies granted to Chick-fil-A by the Franchise and the Assignment.

5.7 Chick-fil-A may review any of Assignee's organizational documents for purposes of determining whether they meet Chick-fil-A's then current requirements only. Therefore, the Assignment does not constitute an approval by Chick-fil-A for any other purpose or from any other perspective of any documents relating to Assignee. If any of those documents conflict with or contradict the provisions of the Assignment or Chick-fil-A's Operator selection or ownership criteria, requirements or policies, Chick-fil-A will not be bound by those documents and the provisions of the Assignment and Franchise shall control.

5.8 Assignor and Assignee acknowledge and agree that: (i) Chick-fil-A has not provided any legal, tax or other advice in connection with the Assignment; (ii) Chick-fil-A's approval of the Assignment does not constitute legal or tax advice; and (iii) Chick-fil-A has not reviewed or evaluated the validity of Assignee.

## SECTION 6 – MISCELLANEOUS

6.1 The parties' respective successors, assigns, heirs and personal representatives shall be bound by the terms and conditions of the Assignment. All obligations, agreements, representations and warranties made by more than one party herein shall be joint and several whether or not stipulated in the relevant paragraph herein.

6.2 All terms and conditions of the Franchise remain in full force and effect, except as modified by the Assignment. Capitalized terms used but not otherwise defined in the Assignment shall have the meanings ascribed to them in the Franchise.

6.3 Assignor and Assignee agree that all notices to Assignee shall be made pursuant to Section 28.1 of the Franchise Agreement and, as applicable, Section 14.1 of each attached Lease to the Franchise Agreement and shall be delivered to Assignee, at Assignor's address, listed on the cover page of the Assignment as provided for under the Franchise Agreement and, as applicable, the attached Lease(s) to the Franchise Agreement and any Concession Sublicense Agreement for a Satellite Unit attached to any Additional Business Amendment for a Satellite.

6.4 The Assignment, together with the Franchise, including the Franchise Agreement and its attached Lease(s) and any amendments and exhibits to the Franchise Agreement and its attached Lease(s), including any Additional Business Amendment for a Satellite and its attached Concession Sublicense Agreement, shall constitute the entire integrated agreement between the parties with respect to the subject matter contained herein and may be changed, modified or amended only by a written instrument executed by all parties to the Assignment.

6.5 In the enforcement of any of its rights against Assignor, Chick-fil-A may proceed as if Assignor were the primary obligor under the Franchise. Assignor waives any right to require Chick-fil-A to first proceed against Assignee or to proceed against or exhaust any rights or security (if any) held by Chick-fil-A or to pursue any other remedy available to it before proceeding against Assignor. No dealings between Chick-fil-A and Assignee shall exonerate, release, discharge or in any way reduce the obligations of Assignor hereunder, in

whole or in part and in particular and without limiting the generality of the foregoing, Chick-fil-A may modify or amend the Franchise, grant any indulgence, release, postponement or extension of time, waive any term or condition of the Franchise, or any obligation of Assignee, take or release any securities or other guarantees for the performance by Assignee of any of its obligations, and otherwise transact with and/or pursue its remedies against Assignee as Chick-fil-A may elect without affecting, lessening or limiting in any way the liability of Assignor. Notwithstanding any assignment for the general benefit of creditors or any bankruptcy or other act of insolvency by Assignee and notwithstanding any rejection, disaffirmation or disclaimer of the Assignment or the Franchise, Assignor shall continue to be fully liable under the Franchise and the Assignment.

6.6 If Chick-fil-A institutes any action at law or in equity against the Operator or retains the services of legal counsel to secure, defend or protect its rights under or to enforce the terms of the Assignment, Chick-fil-A shall be entitled to recover all costs and expenses, including reasonable attorneys', expert and investigative fees, incurred in securing, defending and protecting its rights and enforcing the terms of the Assignment.

6.7 Each and every provision of the Assignment is severable, and invalidity of one or more provisions shall not, in any way, affect the validity of the Franchise, or the Assignment or any other provision hereof.

6.8 The Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

6.9 The Assignment shall not become valid, binding or effective upon any party to the Assignment unless and until it is accepted, made and executed by Chick-fil-A in the State of Georgia. All rights, duties and obligations of the parties to the Assignment arising out of or relating to the subject matter of the Assignment shall be governed, construed, interpreted and enforced solely under the laws and decisions of the State of Georgia as they exist as of the Effective Date and thereafter may be amended or changed from time to time (except and without reference to any conflict of law principles, rules and decisions), including without limitation all controversies, disputes and claims of any nature between the parties arising out of or relating to the validity, performance, interpretation, enforcement, termination or expiration of the Assignment or the Franchise, and any other aspect of the parties'

agreement or relationship. The laws of the State of Georgia shall prevail and otherwise be applied to all such disputes in the event of any conflict of laws.

6.10 Assignor and Assignee acknowledge and agree that they each have and will continue to develop a substantial and continuing relationship with Chick-fil-A at its offices in the State of Georgia, where Chick-fil-A's decision-making authority is vested and where its franchise System operations are conducted and supervised. The parties to the Assignment agree that if any controversy or claim between them arises out of or relates to the Assignment, the Franchise or the relationship between or among Assignor, Assignee and Chick-fil-A and results in threatened or pending litigation, then the United States District Court for the Northern District of Georgia, Atlanta Division or, in the event there is no such jurisdiction or the case cannot otherwise be removed or heard in such court, the Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to hear and decide such matters, each party hereby submits and consents to the jurisdiction of such courts, and each party hereby agrees to commence, conduct and conclude such matters only in such courts. The parties further acknowledge and agree that the courts identified above are convenient forums for the litigation of any controversy or claim which may arise out of or relate to the Assignment, the Franchise or the relationship between or among Assignor, Assignee and Chick-fil-A, and agree not to claim, assert or argue that such courts do not have jurisdiction or are inconvenient forums. Assignor and Assignee hereby waive any and all objections to the exclusive personal jurisdiction of the Fulton County, Georgia Superior Court and the United States District Court for the Northern District of Georgia, Atlanta Division, and further waive any and all objections to the jurisdiction of and venue in such courts, in and for all cases and controversies relating to or arising out of the Assignment, the Franchise and/or the relationship between or among Assignor, Assignee and Chick-fil-A. This exclusive choice of jurisdiction and venue provision governs except that claims for injunctive relief may be brought by Chick-fil-A in any appropriate jurisdiction where Assignor and/or Assignee are located. This exclusive choice of jurisdiction and venue provision also shall not restrict the ability of any party to enforce any judgment, award or order in any appropriate jurisdiction or to obtain the full faith and credit of any judgment, award or order obtained.

6.11. The obligations of Assignor and Assignee, as well as the rights of Chick-fil-A, under the Assignment shall survive any expiration, termination or other cancellation of the Franchise or the Assignment.

**EXHIBIT "A"**

<u>Stockholder Name</u>	<u>Address</u>	<u>Percentage of Equity Interest in Corporation</u>
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**EXHIBIT "B-2"**

**ASSIGNMENT AND CONSENT TO ASSIGNMENT AGREEMENT  
(LIMITED LIABILITY COMPANY)**

**ASSIGNMENT AND CONSENT TO  
ASSIGNMENT AGREEMENT  
(Limited Liability Company)**

THIS ASSIGNMENT AND CONSENT TO ASSIGNMENT AGREEMENT (the "Assignment") is made and shall be effective as of \_\_\_\_\_, (the "Effective Date") by and between CHICK-FIL-A, INC., a Georgia corporation, having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 ("Chick-fil-A"), its assigning franchised Operator, \_\_\_\_\_, ("Assignor"), and \_\_\_\_\_, a limited liability company, organized under the laws of the state of \_\_\_\_\_ ("Assignee").

CHICK-FIL-A, INC., a Georgia corporation  
5200 Buffington Road  
Atlanta, Georgia 30349-2998

By: \_\_\_\_\_  
Dan T. Cathy, Chief Executive Officer

\_\_\_\_\_  
Witness

(CORPORATE SEAL)

"Assignor" (Assigning Operator)

\_\_\_\_\_

\_\_\_\_\_  
Witness

"Initial Business"

Chick-fil-A at \_\_\_\_\_  
(store name, alpha code & number)  
address \_\_\_\_\_  
city, state \_\_\_\_\_

"Additional Business", if any

Chick-fil-A at \_\_\_\_\_  
(store name, alpha code & number)  
address \_\_\_\_\_  
city, state \_\_\_\_\_

"Assignee"

[ \_\_\_\_\_ ]

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

\_\_\_\_\_  
Witness

**WITNESSETH:**

**WHEREAS**, Chick-fil-A and Assignor are parties to a Franchise Agreement and its attached Lease(s) dated \_\_\_\_\_, including any amendments and exhibits to the Franchise Agreement and its attached Lease(s) (collectively, the “Franchise”) with Chick-fil-A granting Assignor the right to operate, as the Operator, the Initial Business and the Additional Business(es), if any (individually and collectively referred to as the “Business”), at the Site(s), pursuant to the terms and conditions set forth in the Franchise; and

**WHEREAS**, Assignor has formed and organized Assignee for the purpose of owning and operating the Business; and

**WHEREAS**, Assignor desires to transfer all of Assignor’s right, title and interest in the Franchise to Assignee; and

**WHEREAS**, all parties to the Assignment acknowledge that Chick-fil-A’s consent to any transfer is required under the Franchise, and is necessary to ensure Chick-fil-A’s right and ability to select and have only the most qualified, approved individuals personally operate the respective franchised Chick-fil-A restaurant businesses to attempt to achieve the highest sales and profits possible in a manner consistent with Chick-fil-A’s Minimum Standards, Guidelines and image in the community in which such businesses are located and in the nation as a whole, and to diligently develop and personally promote the reputation and the goodwill of each of the businesses, the Marks, Chick-fil-A, and the System.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF** the promises, covenants, warranties and representations herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to the Assignment, each intending to be legally bound, hereby agree as follows:

**SECTION 1 – ASSIGNMENT AND ASSUMPTION**

1.1 As of the Effective Date, Assignor, in consideration of \$10.00 and other good and valuable consideration, hereby assigns, transfers and sets over to Assignee all the right, title and interest of Assignor in and to the Franchise, including the Franchise Agreement and its attached Lease(s) identified above, and any amendments and exhibits to the Franchise Agreement and its attached Lease(s), and the Business, including any and all rights and benefits awarded or earned resulting from and arising under Chick-fil-A’s

Symbol of Success, Champions Club, or other similar programs, subject to the terms and conditions therein.

1.2 Assignee hereby assumes all of Assignor’s duties, obligations, agreements, commitments and liabilities under the Franchise, including the Franchise Agreement and its attached Lease(s) identified above, and any amendments and exhibits to the Franchise Agreement and its attached Lease(s), and under or otherwise in connection with the Business, including under Chick-fil-A’s Symbol of Success, Champions Club, or other similar programs and any related Buy Back or other agreements,, and agrees to be bound by and observe and faithfully perform all of the obligations, agreements, commitments and duties of the Operator thereunder with the same force and effect as if the Franchise were originally written with Assignee as the Operator.

**SECTION 2 – CONTINUING OBLIGATIONS AND GUARANTY OF ASSIGNOR**

2.1 Assignor agrees to continue to be personally bound by, and personally liable for the breach of, each and every term and condition of the Franchise, and that nothing contained herein shall be deemed to relieve Assignor of any of its obligations contained in the Franchise. Assignor further agrees to, and by this instrument does hereby, guarantee the performance by Assignee of all of Assignee’s obligations, commitments, duties and liabilities under the Franchise, in the same manner, to the same degree and with the same recourse against Assignor as if Assignor were the Operator. Without limiting the foregoing, Assignor irrevocably and unconditionally guarantees to Chick-fil-A: (i) that Assignee shall pay all amounts to be paid and otherwise comply with all provisions of the Franchise or any other agreements with Chick-fil-A or its affiliates concerning the operation of the Business; and (ii) that if Assignee defaults in making any such payments or complying with any such provisions, Assignor shall pay forthwith upon demand all amounts due and owing to Chick-fil-A under the Franchise and all damages that may arise as a result of any such non-compliance. Any violation or breach by Assignor of any term or condition of the Assignment or the Franchise shall also constitute a violation and breach of the same term or condition by Assignee, a default by Assignee under said Assignment or Franchise and, pursuant to its terms, grounds for termination and/or non-renewal of the Franchise.

2.2 After the Effective Date, Assignor shall continue to devote his or her full time and personal best efforts to operating the Business to attempt to achieve the highest sales and profits possible in a manner consistent with Chick-fil-A’s Minimum Standards, Guidelines and image in the community in

which the Business is located and in the nation as a whole, and to diligently developing and personally promoting the reputation and the goodwill of the Business, the Marks, Chick-fil-A, and the System. Assignee and Assignor shall engage only in the operation of the Business, and no other business.

### **SECTION 3 – ENTITY NAME**

Assignor and Assignee acknowledge and agree that they shall not use Chick-fil-A's Marks (including, without limitation, the term "Chick-fil-A" or "CFA"), or any other component(s) or derivative(s) of Chick-fil-A's Marks (including, without limitation, the term "Chick" or "fil"), as part of any corporate name or other legal name of Assignee or with any prefix, suffix or other modifying words, terms, designs or symbols. The name of Assignee must not contain any derogatory or non-professional terms.

### **SECTION 4 – LIMITATIONS ON TRANSFER**

4.1 Assignor and Assignee, jointly and severally, agree, represent and warrant that they shall not make nor permit any subsequent assignment, pledge, sale, assignment, encumbrance, gift, transfer or hypothecation of the Franchise, the Business or any rights or obligations under the Franchise, whether directly or indirectly, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law.

4.2 Assignor and Assignee, jointly and severally, acknowledge and agree that the transfer of an interest in Assignee will in substance constitute an assignment of Assignee's interest in the Business, including the Franchise, which Assignor and Assignee have agreed not to transfer. Assignor, Assignee and the Member(s), jointly and severally, further agree, represent and warrant that: (i) Assignor is the only person with a legal, beneficial or equity interest in Assignee; (ii) the extent of such legal, beneficial or equity interest is one hundred percent (100%); and (iii) there are no obligations or intentions to issue additional legal, beneficial or equity interests in Assignee. Assignee and Assignor, jointly and severally, agree, represent and warrant that they shall not make nor permit, directly or indirectly, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law, the issuance, pledge or sale of new membership units in Assignee or any other legal, beneficial or equity interests in Assignee to be issued, pledged or sold to a person or entity other than Assignor nor make nor permit any membership interest in Assignee or any other legal, beneficial or equity interest in Assignee, in whole or in part, subsequently to be pledged, sold, assigned, encumbered, given, transferred or

otherwise hypothecated, directly or indirectly, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law. As used in this Agreement, the term "equity interest(s)" shall include direct or indirect interest in the equity of Assignee or the business risk of the Business including, but not limited to, interests allegedly denominated as debt but which in substance encompass the type of risk-taking interest described herein.

### **SECTION 5 – INDUCEMENTS AND CONDITIONS TO CONSENT**

5.1 Chick-fil-A hereby consents to the assignment of the Franchise upon the following conditions only:

(a) Chick-fil-A has relied upon, and agreed to execute the Assignment based upon, the agreements, representations, warranties and guaranty executed and undertaken by Assignor and Assignee.

(b) The granting of this consent is in no way an approval by Chick-fil-A of the legal sufficiency of the formation and organizational documents or any other documents pertaining to Assignee and insofar as the terms of same may conflict with or contradict the terms of the Assignment said terms are expressly disclaimed.

(c) Assignor shall maintain stop-transfer instructions against the transfer on its records of any equity securities; Assignor shall include the following provision in the limited liability company operating agreement pertaining to Assignee:

(1) Neither the membership interests in the Company nor any other legal, beneficial or equity interest in the Company shall be issued, pledged or sold to a person or entity other than the initial sole member, nor shall any membership interests in the Company nor any other legal, beneficial or equity interest in the Company, in whole or in part, be pledged, sold, assigned, encumbered, given, transferred or otherwise hypothecated, directly or indirectly, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law. Any and all issuances of membership interests and transfers are also subject to the terms of the Franchise Agreement and any attached Leases, any attached Concession Sublicense Agreement(s) for any Satellite Unit(s), Assignment and Consent to Assignment Agreement relating to the Franchise Agreement and other applicable agreements, for each franchised Chick-fil-A restaurant business operated by the Company. As used herein, the term "legal, beneficial or equity interest(s)" shall include direct or indirect interest(s) in the equity of the Company or the business risk of the franchised Chick-fil-A restaurant



business(es) operated by the Company, including, but not limited to, interests allegedly denominated as debt, but which in substance encompass the type of risk-taking interest described herein.

(2) All certificates representing membership interests in the Company during the term of the Franchise shall have affixed to them a legend substantially in the following form:

“Neither this membership interest nor any legal or beneficial interest thereof shall be pledged, sold, assigned, encumbered, given, transferred or hypothecated, directly or indirectly, in whole or in part, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law. Any and all issuances of membership interests and transfers are subject to the terms of the Franchise Agreement and any attached Lease(s), any attached Concession Sublicense Agreement(s) for any Satellite Unit(s), any Assignment and Consent to Assignment Agreement relating to the Franchise Agreement and other applicable agreements, for each franchised Chick-fil-A restaurant business operated by the Company.”

(3) In addition, each membership certificate of Assignee shall contain and conspicuously display the following statement:

Neither this membership interest nor any legal or beneficial interest thereof shall be pledged, sold, assigned, encumbered, given, transferred or hypothecated, directly or indirectly, in whole or in part, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law. Any and all issuances of membership interests and transfers are subject to the terms of the Franchise Agreement and any attached Lease(s), any attached Concession Sublicense Agreement(s) for any Satellite Unit(s), any Assignment and Consent to Assignment Agreement relating to the Franchise Agreement and other applicable agreements, for each franchised Chick-fil-A restaurant business operated by the Company.

(d) The granting of the Assignment to Assignee is not a consent to any proposed future transfer of any interest in Assignee to beneficiaries upon the attainment of a certain age or other condition.

5.2 Granting consent to the Assignment does not constitute approval of any member or officer of Assignee as an approved Operator or the Operator under the Franchise except as to the particular member that is a previous signatory to the Franchise in his or her individual capacity as the approved Operator thereunder and who is listed on Exhibit A attached to the Assignment and made a part of the

Assignment. Assignor and Assignee agree that a breach of the Assignment shall constitute a breach of the Franchise and shall entitle Chick-fil-A to enforce all rights and remedies available to it including termination of the Franchise and the Assignment.

5.3 Pursuant to Section 2.5(b) of the Franchise Agreement and Section 2.3 of each attached Lease to the Franchise Agreement and Section 4(c) of any Concession Sublicense Agreement for a Satellite Unit attached to any Additional Business Amendment for a Satellite, if and when Assignor dies or becomes disabled to the extent that Assignor is unable to perform his or her obligations under the Franchise or the Assignment, then the Franchise and the Assignment shall automatically terminate without any notice to Assignor or Assignee and the Assignment shall automatically be deemed null and void.

5.4 Assignor and Assignee hereby agree to promptly provide Chick-fil-A copies of the articles of organization and the limited liability company operating agreement of Assignee and all the holders of all legal and beneficial interest in Assignee upon the written request of Chick-fil-A.

5.5 Assignor and Assignee agree that Chick-fil-A at any time during normal business hours may examine, review and copy any and all of each of their individual or entity records, books, financial records, tax returns or other documents relating to Assignee for the purpose of ensuring compliance with the Franchise and the Assignment.

5.6 Assignor and Assignee agree that upon breach of any of the conditions, representations, agreements or warranties contained herein, they and each of them shall be subject, among all other remedies available by law or hereunder, to all relief and remedies granted to Chick-fil-A by the Franchise and the Assignment.

5.7 Chick-fil-A may review any of Assignee's organizational documents for purposes of determining whether they meet Chick-fil-A's then current requirements only. Therefore, the Assignment does not constitute an approval by Chick-fil-A for any other purpose or from any other perspective of any documents relating to Assignee. If any of those documents conflict with or contradict the provisions of the Assignment or Chick-fil-A's Operator selection or ownership criteria, requirements or policies, Chick-fil-A will not be bound by those documents and the provisions of the Assignment and Franchise shall control.

5.8 Assignor and Assignee acknowledge and agree that: (i) Chick-fil-A has not provided any legal, tax or other advice in connection with the

Assignment; (ii) Chick-fil-A's approval of the Assignment does not constitute legal or tax advice; and (iii) Chick-fil-A has not reviewed or evaluated the validity of Assignee.

## SECTION 6 – MISCELLANEOUS

6.1 The parties' respective successors, assigns, heirs and personal representatives shall be bound by the terms and conditions of the Assignment. All obligations, agreements, representations and warranties made by more than one party herein shall be joint and several whether or not stipulated in the relevant paragraph herein.

6.2 All terms and conditions of the Franchise remain in full force and effect, except as modified by the Assignment. Capitalized terms used but not otherwise defined in the Assignment shall have the meanings ascribed to them in the Franchise.

6.3 Assignor and Assignee agree that all notices to Assignee shall be made pursuant to Section 28.1 of the Franchise Agreement and, as applicable, Section 14.1 of each attached Lease to the Franchise Agreement and shall be delivered to Assignee, at Assignor's address, listed on the cover page of the Assignment as provided for under the Franchise Agreement and, as applicable, the attached Lease(s) to the Franchise Agreement and any Concession Sublicense Agreement for a Satellite Unit attached to any Additional Business Amendment for a Satellite.

6.4 The Assignment, together with the Franchise, including the Franchise Agreement and its attached Lease(s) and any amendments and exhibits to the Franchise Agreement and its attached Lease(s), including any Additional Business Amendment for a Satellite and its attached Concession Sublicense Agreement, shall constitute the entire integrated agreement between the parties with respect to the subject matter contained herein and may be changed, modified or amended only by a written instrument executed by all parties to the Assignment.

6.5 In the enforcement of any of its rights against Assignor, Chick-fil-A may proceed as if Assignor were the primary obligor under the Franchise. Assignor waives any right to require Chick-fil-A to first proceed against Assignee or to proceed against or exhaust any rights or security (if any) held by Chick-fil-A or to pursue any other remedy available to it before proceeding against Assignor. No dealings between Chick-fil-A and Assignee shall exonerate, release, discharge or in any way reduce the obligations of Assignor hereunder, in whole or in part and in particular and without limiting the generality of the foregoing, Chick-fil-A may modify or amend the Franchise, grant any indulgence, release, postponement or extension of

time, waive any term or condition of the Franchise, or any obligation of Assignee, take or release any securities or other guarantees for the performance by Assignee of any of its obligations, and otherwise transact with and/or pursue its remedies against Assignee as Chick-fil-A may elect without affecting, lessening or limiting in any way the liability of Assignor. Notwithstanding any assignment for the general benefit of creditors or any bankruptcy or other act of insolvency by Assignee and notwithstanding any rejection, disaffirmation or disclaimer of the Assignment or the Franchise, Assignor shall continue to be fully liable under the Franchise and the Assignment.

6.6 If Chick-fil-A institutes any action at law or in equity against the Operator or retains the services of legal counsel to secure, defend or protect its rights under or to enforce the terms of the Assignment, Chick-fil-A shall be entitled to recover all costs and expenses, including reasonable attorneys', expert and investigative fees, incurred in securing, defending and protecting its rights and enforcing the terms of the Assignment.

6.7 Each and every provision of the Assignment is severable, and invalidity of one or more provisions shall not, in any way, affect the validity of the Franchise, or the Assignment or any other provision hereof.

6.8 The Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

6.9 The Assignment shall not become valid, binding or effective upon any party to the Assignment unless and until it is accepted, made and executed by Chick-fil-A in the State of Georgia. All rights, duties and obligations of the parties to the Assignment arising out of or relating to the subject matter of the Assignment shall be governed, construed, interpreted and enforced solely under the laws and decisions of the State of Georgia as they exist as of the Effective Date and thereafter may be amended or changed from time to time (except and without reference to any conflict of law principles, rules and decisions), including without limitation all controversies, disputes and claims of any nature between the parties arising out of or relating to the validity, performance, interpretation, enforcement, termination or expiration of the Assignment or the Franchise, and any other aspect of the parties' agreement or relationship. The laws of the State of Georgia shall prevail and otherwise be applied to all such disputes in the event of any conflict of laws.

6.10 Assignor and Assignee acknowledge and agree that they each have and will continue to develop a substantial and continuing relationship with Chick-fil-A at its offices in the State of Georgia, where Chick-fil-A's decision-making authority is vested and where its franchise System operations are conducted and supervised. The parties to the Assignment agree that if any controversy or claim between them arises out of or relates to the Assignment, the Franchise or the relationship between or among Assignor, Assignee and Chick-fil-A and results in threatened or pending litigation, then the United States District Court for the Northern District of Georgia, Atlanta Division or, in the event there is no such jurisdiction or the case cannot otherwise be removed or heard in such court, the Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to hear and decide such matters, each party hereby submits and consents to the jurisdiction of such courts, and each party hereby agrees to commence, conduct and conclude such matters only in such courts. The parties further acknowledge and agree that the courts identified above are convenient forums for the litigation of any controversy or claim which may arise out of or relate to the Assignment, the Franchise or the relationship between or among Assignor, Assignee and Chick-fil-A, and agree not to claim, assert or argue that such courts do not have jurisdiction or are inconvenient

forums. Assignor and Assignee hereby waive any and all objections to the exclusive personal jurisdiction of the Fulton County, Georgia Superior Court and the United States District Court for the Northern District of Georgia, Atlanta Division, and further waive any and all objections to the jurisdiction of and venue in such courts, in and for all cases and controversies relating to or arising out of the Assignment, the Franchise and/or the relationship between or among Assignor, Assignee and Chick-fil-A. This exclusive choice of jurisdiction and venue provision governs except that claims for injunctive relief may be brought by Chick-fil-A in any appropriate jurisdiction where Assignor and/or Assignee are located. This exclusive choice of jurisdiction and venue provision also shall not restrict the ability of any party to enforce any judgment, award or order in any appropriate jurisdiction or to obtain the full faith and credit of any judgment, award or order obtained.

6.11 The obligations of Assignor and Assignee, as well as the rights of Chick-fil-A, under the Assignment shall survive any expiration, termination or other cancellation of the Franchise or the Assignment.

**EXHIBIT "A"**

<u>Member Name</u>	<u>Address</u>	<u>Percentage of Equity Interest in LLC</u>
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Assignment and Consent (Limited Liability Company)

**EXHIBIT “C”**

**CONSOLIDATED FINANCIAL  
STATEMENTS OF CHICK-FIL-A, INC.**

**Chick-fil-A, Inc.**  
**Consolidated Financial Statements**  
**December 31, 2019, 2018, and 2017**

**Chick-fil-A, Inc.**  
**Index**  
**December 31, 2019, 2018, and 2017**

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	<b>Page(s)</b>
<b>Report of Independent Auditors</b> .....	1
<b>Consolidated Financial Statements</b>	
Balance Sheets .....	2-3
Statements of Comprehensive Earnings .....	4
Statements of Stockholders' Equity .....	5
Statements of Cash Flows .....	6
Notes to Financial Statements .....	7-34



## Report of Independent Auditors

To the Board of Directors  
Chick-fil-A, Inc.

We have audited the accompanying consolidated financial statements of Chick-fil-A, Inc. and its subsidiaries, which comprise the consolidated balance sheets as of December 31, 2019 and 2018, and the related consolidated statements of comprehensive earnings, of stockholders' equity and of cash flows for each of the three years in the period ended December 31, 2019.

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

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

### ***Auditors' Responsibility***

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

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

### ***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Chick-fil-A, Inc. and its subsidiaries as of December 31, 2019 and 2018, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2019 in accordance with accounting principles generally accepted in the United States of America.

*PricewaterhouseCoopers LLP*

March 26, 2020



**Chick-fil-A, Inc.**  
**Consolidated Balance Sheets**  
**December 31, 2019 and 2018**

	<b>2019</b>	<b>2018</b>
<b>Assets</b>		
Cash and cash equivalents	\$ 1,067,787,647	\$ 897,678,284
Receivables, net	97,411,770	84,582,923
Inventories	6,115,095	5,579,890
Property and equipment, at cost		
Leased to restaurant Franchisees		
Land	772,912,965	715,654,660
Capital leases and other assets	137,432,401	84,914,639
Buildings	1,426,953,236	1,241,073,912
Leasehold improvements	2,560,201,183	2,162,597,473
Fixtures and equipment	974,840,635	850,569,057
Equipment in storage and construction in progress	348,003,303	244,118,258
Office land, buildings, fixtures, and equipment	416,752,959	349,181,872
Corporate capital leases	12,265,996	10,975,967
	<u>6,649,362,678</u>	<u>5,659,085,838</u>
Less: Accumulated depreciation and amortization	1,922,961,497	1,646,900,530
Property and equipment, net	4,726,401,181	4,012,185,308
Investments	241,093,297	184,765,852
Cash surrender value of life insurance	57,916,930	54,173,311
Prepaid expenses and other assets	193,811,784	176,441,272
Income tax receivable	10,604,999	—
Total assets	<u>\$ 6,401,142,703</u>	<u>\$ 5,415,406,840</u>

The accompanying notes are an integral part of these consolidated financial statements.

**Chick-fil-A, Inc.**  
**Consolidated Balance Sheets**  
**December 31, 2019 and 2018**

	2019	2018
<b>Liabilities and Stockholders' Equity</b>		
Accounts Payable		
Trade payables and other	\$ 488,872,332	\$ 365,970,254
Due to restaurant Franchisees	180,567,970	174,369,686
Restaurant activity liability	152,184,247	133,522,585
Total accounts payable	821,624,549	673,862,525
Notes payable	1,032,493,213	1,048,964,337
Accrued expenses and obligations	762,744,836	617,421,206
Deferred income taxes	239,589,000	197,176,000
Financing obligations	154,916,139	107,535,253
Franchisees' deposits	9,110,305	8,707,498
Obligations under capital leases	10,166,280	8,688,271
Income taxes payable	—	1,801,207
Dividends payable	151,991	153,245
Total liabilities	3,030,796,313	2,664,309,542
Commitments and contingencies (Note 14)		
Stockholders' equity		
Common Stock		
Voting shares of \$.01 par value; 20,000,000 shares authorized; 110,806 shares in 2019 and 2018 issued and outstanding	1,108	1,108
Nonvoting shares of \$.01 par value; 180,000,000 shares authorized; 90,267,595 shares issued and 75,884,667 shares outstanding in 2019 and 90,894,748 shares issued and 76,511,820 shares outstanding in 2018	902,676	908,947
Treasury Stock, nonvoting shares at par value	(143,829)	(143,829)
Additional paid-in capital	2,174,142	2,184,461
Accumulated other comprehensive loss	(111,693,195)	(88,764,715)
Retained earnings	3,479,105,488	2,836,911,326
Total stockholders' equity	3,370,346,390	2,751,097,298
Total liabilities and stockholders' equity	\$ 6,401,142,703	\$ 5,415,406,840

The accompanying notes are an integral part of these consolidated financial statements.

**Chick-fil-A, Inc.**  
**Consolidated Statements of Comprehensive Earnings**  
**Years Ended December 31, 2019, 2018, and 2017**

	2019	2018	2017
<b>Revenue and income</b>			
Income from restaurants			
Base operating and business service fees	\$ 1,687,768,627	\$ 1,444,979,758	\$ 1,235,210,544
Additional operating service fees	754,102,047	641,162,823	573,638,081
Rental income	897,441,035	637,440,008	549,780,435
	<u>3,339,311,709</u>	<u>2,723,582,589</u>	<u>2,358,629,060</u>
Other sales, including sales from company-operated restaurants	294,905,377	218,216,503	202,750,120
Other income	156,669,706	60,914,230	79,521,138
Total revenue and income	<u>3,790,886,792</u>	<u>3,002,713,322</u>	<u>2,640,900,318</u>
<b>Costs and expenses</b>			
Cost of sales, including cost of sales from company-operated restaurants			
	201,865,424	148,677,870	135,897,271
Selling, general, and administrative expenses	2,251,276,562	1,916,816,654	1,623,797,051
Depreciation and amortization	395,047,922	324,512,479	279,699,876
Interest	48,152,030	12,391,737	3,823,627
Total costs and expenses	<u>2,896,341,938</u>	<u>2,402,398,740</u>	<u>2,043,217,825</u>
Earnings before contributions, scholarships, and income taxes	894,544,854	600,314,582	597,682,493
Contributions and scholarships	38,509,243	41,452,615	55,120,520
Earnings before income taxes	856,035,611	558,861,967	542,561,973
Income taxes	185,915,210	124,358,502	99,027,078
Net earnings	<u>670,120,401</u>	<u>434,503,465</u>	<u>443,534,895</u>
<b>Other comprehensive (loss) earnings, before tax</b>			
Pension plans	(2,920,346)	8,408,382	(15,423,961)
Postretirement medical plan	(20,956,170)	15,449,244	(7,287,440)
Foreign currency translation	(234,204)	350,474	(17,907)
Derivative financial instruments	(5,780,760)	(2,695,630)	—
Other comprehensive (loss) earnings, before income taxes	(29,891,480)	21,512,470	(22,729,308)
Income taxes	6,963,000	(5,145,000)	5,455,000
Other comprehensive (loss) earnings, net of income taxes	(22,928,480)	16,367,470	(17,274,308)
Comprehensive earnings	<u>\$ 647,191,921</u>	<u>\$ 450,870,935</u>	<u>\$ 426,260,587</u>

The accompanying notes are an integral part of these consolidated financial statements.

**Chick-fil-A, Inc.**  
**Consolidated Statements of Stockholders' Equity**  
**Years Ended December 31, 2019, 2018, and 2017**

	Common Stock		Treasury Stock, at Par	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total
	Voting	Nonvoting					
<b>Balances at December 31, 2016</b>	\$ 1,108	\$ 936,636	\$ —	\$ 2,392,514	\$ (72,288,877)	\$ 2,850,572,517	\$ 2,781,613,898
Comprehensive (loss) earnings	—	—	—	—	(17,274,308)	443,534,895	426,260,587
Dividends	—	—	—	—	—	(187,030)	(187,030)
Purchase and retirement of 321,759 shares of treasury stock	—	(3,218)	—	—	—	(8,996,776)	(8,999,994)
Reclassification of certain deferred tax effects	—	—	—	—	(15,569,000)	15,569,000	—
<b>Balances at December 31, 2017</b>	1,108	933,418	—	2,392,514	(105,132,185)	3,300,492,606	3,198,687,461
Comprehensive (loss) earnings	—	—	—	—	16,367,470	434,503,465	450,870,935
Dividends	—	—	—	—	—	(153,245)	(153,245)
Purchase of 16,829,994 shares of treasury stock	—	—	(168,300)	(208,053)	—	(897,931,500)	(898,307,853)
Retirement of 2,447,066 shares of treasury stock	—	(24,471)	24,471	—	—	—	—
<b>Balances at December 31, 2018</b>	1,108	908,947	(143,829)	2,184,461	(88,764,715)	2,836,911,326	2,751,097,298
Comprehensive (loss) earnings	—	—	—	—	(22,928,480)	670,120,401	647,191,921
Dividends	—	—	—	—	—	(151,991)	(151,991)
Purchase and retirement of 627,153 shares of treasury stock	—	(6,271)	—	(10,319)	—	(43,507,828)	(43,524,418)
Adoption of ASC 606 <sup>(1)</sup>	—	—	—	—	—	15,733,580	15,733,580
<b>Balances at December 31, 2019</b>	\$ 1,108	\$ 902,676	\$ (143,829)	\$ 2,174,142	\$ (111,693,195)	\$ 3,479,105,488	\$ 3,370,346,390

(1) Accounting Standards Codification (“ASC”) 606, “Revenue Recognition – Revenue from Contracts with Customers.” Refer to Note 1 **Summary of Significant Accounting Policies** for further details.

The accompanying notes are an integral part of these consolidated financial statements.

**Chick-fil-A, Inc.**  
**Consolidated Statements of Cash Flows**  
**Years Ended December 31, 2019, 2018, and 2017**

	2019	2018	2017
<b>Cash flows from operating activities</b>			
Net earnings	\$ 670,120,401	\$ 434,503,465	\$ 443,534,895
Adjustments to reconcile net earnings to net cash provided by operating activities			
Depreciation and amortization	395,047,922	324,512,479	279,699,876
Loss on disposal of property and equipment	39,974,678	33,449,671	33,121,761
Deferred income taxes	42,117,804	46,533,520	(27,300,000)
Unrealized (gain)/loss on investments	(33,898,582)	13,191,724	(32,348,779)
Noncash interest expense	86,441	52,044	—
Changes in assets and liabilities			
Receivables	(11,936,803)	(6,889,096)	(18,229,952)
Inventories	(535,205)	(261,219)	896,212
Prepaid expenses and other assets	(87,107,917)	(102,104,887)	(15,175,703)
Accounts payable	167,167,768	135,517,662	73,196,099
Accrued expenses and obligations	181,801,836	(29,148,859)	132,030,353
Income taxes receivable/payable	(12,406,206)	60,595,296	(55,230,795)
Franchisee deposits	402,807	471,076	492,480
Net cash provided by operating activities	<u>1,350,834,944</u>	<u>910,422,876</u>	<u>814,686,447</u>
<b>Cash flow from investing activities</b>			
Purchase of property and equipment	(1,098,234,733)	(803,986,972)	(716,187,297)
Proceeds from sale of property and equipment	7,008,801	3,564,672	7,084,916
Proceeds from settlement of Company-owned life insurance policies	—	52,350,161	—
Premiums and investments made in Company-owned life insurance policies	(8,395,940)	(37,843,937)	(2,380,956)
Change in notes receivable	(168,459)	(1,828,822)	29,871
Contributions to investments	(23,117,387)	(27,373,957)	(22,074,408)
Withdrawals from investments	5,340,845	38,557,104	2,816,619
Net cash used in investing activities	<u>(1,117,566,873)</u>	<u>(776,561,751)</u>	<u>(730,711,255)</u>
<b>Cash flows from financing activities</b>			
Principal payments on capital lease and finance obligations	(4,134,453)	(3,803,518)	(2,970,485)
Proceeds from issuance of notes payable, net	—	299,633,712	—
Payment of notes payable issuance costs	—	(564,212)	—
Principal payments on notes payable	(16,557,565)	(791,114)	—
Purchase of treasury stock	(43,524,418)	(150,238,158)	(6,999,994)
Proceeds from sale-leaseback transactions	1,478,207	—	—
Dividends paid	(153,245)	(187,030)	(187,549)
Net cash (used in) provided by financing activities	<u>(62,891,474)</u>	<u>144,049,680</u>	<u>(10,158,028)</u>
Effect of exchange rate changes on cash and cash equivalents	(267,234)	—	—
Net increase in cash and cash equivalents	<u>170,109,363</u>	<u>277,910,805</u>	<u>73,817,164</u>
<b>Cash and cash equivalents</b>			
Beginning of year	897,678,284	619,767,479	545,950,315
End of year	<u>\$ 1,067,787,647</u>	<u>\$ 897,678,284</u>	<u>\$ 619,767,479</u>
<b>Supplemental disclosures of cash flow information</b>			
Cash paid during the year for:			
Income taxes	\$ 153,630,632	\$ 17,229,687	\$ 181,557,911
Interest	54,123,095	12,339,693	3,823,627
<b>Supplemental disclosure of noncash transactions financing and investing activities</b>			
Property and equipment acquired under finance obligations	\$ 43,927,514	\$ 36,590,348	\$ 50,917,381
Acquisitions of property and equipment under capital leases	4,815,987	4,164,004	3,580,034
Noncash redemption of treasury stock	—	750,069,695	2,000,000
Change in unpaid acquisitions of property and equipment	(3,194,095)	(442,493)	(5,283,825)
Dividends declared and not paid	151,991	153,245	187,030

The accompanying notes are an integral part of these consolidated financial statements.

# Chick-fil-A, Inc.

## Notes to Consolidated Financial Statements

### December 31, 2019, 2018, and 2017

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#### 1. Summary of Significant Accounting Policies

##### **Nature of Business**

Chick-fil-A, Inc. and subsidiaries (collectively referred to as “the Company”, “we”, and “our”) provides consulting services and leases property, equipment, and leasehold improvements to franchisees of Chick-fil-A restaurants. The Company is primarily a franchisor, however during periods where a restaurant is without a franchisee, the Company operates the restaurant on a temporary basis as a company-operated location. Our franchised and company-operated restaurants are located in 47 states throughout the United States and District of Columbia. In September 2019, the Company opened our first franchised restaurant location in Toronto, Canada, which currently represents the Company’s only franchised restaurant located outside of the United States. The Company is actively exploring opportunities to continue franchised restaurant growth in Canada as well as opportunities to expand into other international jurisdictions. At December 31, 2019, 2018 and 2017, there were 2,117, 1,999, and 1,882 franchised and company-operated Chick-fil-A restaurants, respectively. Total system-wide sales generated from these restaurants during the years ended 2019, 2018, and 2017 approximated \$12,159,267,000, \$10,016,045,000, and \$8,594,325,000, respectively.

The Company has also licensed our brand through strategic partnerships with contract food service management companies. There were 384, 364, and 344 outlets operating on December 31, 2019, 2018, and 2017, respectively, the majority of which are located in airports and on college campuses. The Company’s licensed operating outlets are primarily located throughout the United States and District of Columbia. During 2019, the Company expanded licensed operations internationally through the execution of two brand licensing arrangements with food service partners operating in the United Kingdom.

##### **Principles of Consolidation**

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the U.S. (“U.S. GAAP”). The accompanying consolidated financial statements include the accounts of Chick-fil-A, Inc. and its wholly owned subsidiaries, and those subsidiaries in which we have a controlling financial interest. Investments in other entities where we do not have a controlling financial interest, but where we exert significant influence are accounted for in our consolidated financial statements using the equity method of accounting. See Note 11 for additional information regarding the Company’s equity method investments. All intercompany balances and transactions have been eliminated in consolidation.

##### **Basis of Presentation**

The Company has adopted the practice of presenting an unclassified balance sheet which, in the opinion of management, more appropriately reflects the nature of the Company’s operations.

##### **Use of Estimates**

The preparation of the financial statements in conformity with U.S. GAAP requires management of the Company to make a number of estimates and assumptions relating to the reporting of assets and liabilities and income and expenses and the disclosure of contingent assets and liabilities. Actual results could differ from those estimates.

##### **Risks and Uncertainties**

The Company’s results of operations are impacted by certain risks and uncertainties, including general economic conditions which may either positively or negatively impact sales at our franchised and company-operated restaurant locations. On March 11, 2020, the World Health Organization declared COVID-19, a virus originating in the Hubei Province of China, a global

# Chick-fil-A, Inc.

## Notes to Consolidated Financial Statements

### December 31, 2019, 2018, and 2017

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pandemic causing disruptions to global markets. The outbreak has impacted thousands of individuals throughout the U.S. and in response, governments and businesses have implemented measures to combat the outbreak. As of the date of issuance of the financial statements, the Company continues to monitor the situation and the resulting impacts to our operations. No asset impairments were recorded as of the balance sheet date as no triggering events or changes in circumstances had occurred as of year-end; however, due to significant uncertainty surrounding the situation, management's judgment regarding this could change in the future. In addition, while the Company's results of operations, cash flows and financial condition could be negatively impacted, the extent of the impact cannot be reasonably estimated at this time.

#### Recently Issued Accounting Guidance

##### *Recently Issued Accounting Guidance – Recently Adopted*

In May 2014, the Financial Accounting Standards Board ("FASB") issued ASU No. 2014-09, *Revenue from Contracts with Customers*. ASU 2014-09, combined with all subsequent amendments (collectively, ASC 606) supersedes existing revenue recognition guidance, including industry specific guidance, and replaces it with a new five-step revenue recognition model. The core principal of the standard is to recognize revenue when promised goods or services are transferred to customers in an amount that reflects the consideration expected to be received for those goods or services. The standard also requires additional disclosures around the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers.

In March 2016, the FASB issued ASU No. 2016-04, *Liabilities—Extinguishments of Liabilities: Recognition of Breakage for Certain Prepaid Stored-Value Products* (Subtopic 405-20). ASU 2016-04 requires issuers of prepaid stored-value products redeemable for goods, services or cash at third-party merchants to derecognize liabilities related to those products for breakage, or the value of prepaid stored-value products that is not redeemed by consumers for goods, services or cash. ASU 2016-04 requires an entity to derecognize the liability related to expected breakage in proportion to the pattern of rights expected to be exercised by the consumer. If an entity does not expect to be entitled to a breakage amount, it is required to derecognize the related liability when the likelihood of a consumer exercising its remaining rights becomes remote.

The Company adopted ASC 606 and ASU 2016-04 effective January 1, 2019 using the modified retrospective adoption method. This method allows the impacts of adopting each standard to be applied retrospectively through a cumulative-effect adjustment to retained earnings in the period of adoption. Accordingly, results for reporting periods beginning after January 1, 2019 are presented in accordance with the adopted standards, while prior period balances continue to be reported under the accounting standards in effect during those periods. Upon adoption, the Company recorded a cumulative increase to retained earnings of approximately \$15,734,000, which is net of an approximately \$4,698,000 deferred income tax impact. The cumulative-effect adjustment to retained earnings is reflected in the accompanying consolidated statement of stockholders' equity for the year ended December 31, 2019. Refer to the "Recognition of Revenue and Income" section of Note 1 below for our revenue recognition policy and further details regarding the adoption impacts of ASC 606 and ASU 2016-04 on our consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-15, *Statement of Cash Flows: Classification of Certain Cash Receipts and Cash Payments* (Topic 230). The new standard clarifies the classification within the statement of cash flows for certain transactions, including debt extinguishment costs, proceeds from the settlement of company-owned life insurance policies, and distributions from equity method investments, among others. The new standard also clarifies that

# Chick-fil-A, Inc.

## Notes to Consolidated Financial Statements

### December 31, 2019, 2018, and 2017

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an entity should determine each separately identifiable source or use within the cash receipts and cash payments on the basis of the nature of the underlying cash flows. The Company adopted the standard effective January 1, 2019. Adoption of this standard did not have a material impact on the Company's consolidated statements of cash flows.

In August 2017, the FASB issued ASU No. 2017-12, *Derivatives and Hedging: Targeted Improvements to Accounting for Hedging Activity* (Topic 815). This accounting update improves certain aspects of the hedge accounting model including making more risk management strategies eligible for hedge accounting and simplifying the assessment of hedge effectiveness. The amendments in this update also align the recognition and presentation of the effects of the hedging instrument and the hedged item in the financial statements to increase the understandability of the results of the Company's intended hedging strategies. ASU 2017-12 is effective for the Company beginning January 1, 2020, with early adoption permitted. The Company elected to early adopt this update in 2018 in connection with the execution of our interest rate swap contracts. Refer to Note 5 for additional details.

In February 2018, the FASB issued ASU No. 2018-02, *Reporting Comprehensive Income: Reclassification of Certain Tax Effects From Accumulated Other Comprehensive Income* (Topic 220). ASU 2018-02 was issued to address a specific consequence of the Tax Cuts and Jobs Act (the "Tax Act"), tax legislation passed by the U.S. government on December 22, 2017. This accounting update allows a reclassification from accumulated other comprehensive income to retained earnings for stranded tax effects resulting from the Tax Act. The amendments eliminate the stranded tax effects that were created as a result of the reduction of the historical U.S. federal corporate income tax rate to the newly enacted U.S. federal corporate income tax rate. The accounting update is to be applied either in the period of adoption or retrospectively to each period in which the effect of the change in the U.S. federal corporate income tax rate in the Tax Act is recognized. The Company elected to adopt ASU 2018-02 effective December 31, 2017 and as a result, reclassified a net tax benefit of \$15,569,000 from accumulated other comprehensive loss to retained earnings, which is reflected in the accompanying consolidated statement of shareholders' equity for the year ended December 31, 2017.

In August 2018, the FASB issued ASU No. 2018-15, *Goodwill and Other – Internal-Use Software (Subtopic 350-40) Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract*. ASU 2018-15 requires entities to apply the same criteria for capitalizing implementation costs incurred in a cloud computing arrangement as they would for an arrangement that has a software license. ASU 2018-15 is effective for the Company beginning January 1, 2022, with early adoption permitted. The Company elected to early adopt the standard effective January 1, 2019 and will apply the standard prospectively to all implementation costs incurred following the date of adoption. Adoption of this standard did not have a material impact on our consolidated financial statements.

#### *Recently Issued Accounting Guidance - Not Yet Adopted*

In February 2016, the FASB issued ASU No. 2016-02, *Leases*. ASU 2016-02, combined with all subsequent amendments (collectively, ASC 842), supersedes all existing guidance on leases. The amended guidance is intended to increase transparency and comparability among organizations by recognizing lease assets and liabilities on the balance sheet and disclosing key information about leasing arrangements. The adoption of this guidance is expected to result in a significant portion of our operating leases, where we are the lessee, to be recognized on our consolidated balance sheets. ASC 842 allows lessees and lessors to recognize and measure leases at the beginning of the earliest period presented using a modified retrospective approach or allows the option to make



# Chick-fil-A, Inc.

## Notes to Consolidated Financial Statements

### December 31, 2019, 2018, and 2017

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a one-time cumulative-effect adjustment to the opening balance of retained earnings in the period of adoption and not apply the standard to prior reporting periods. The Company intends to record the adoption impact as a cumulative-effect adjustment to retained earnings in the period of adoption and not through application of the modified retrospective approach. In November 2019, the FASB issued ASU 2019-10, *Leases (Topic 842): Effective Dates* which permits certain qualifying entities a one-year deferral of the required effective date to January 1, 2021. The Company meets the criteria for deferral and has elected to defer adoption of the standard. We are currently evaluating the impact that adoption of ASC 842 will have on our consolidated financial statements.

In August 2018, the FASB issued ASU No. 2018-14, *Compensation-Retirement Benefits-Defined Benefit Plans-General (Subtopic 715-20): Disclosure Framework-Changes to the Disclosure Requirements for Defined Benefit Plans*. These amendments add, remove and clarify the disclosure requirements for employers that sponsor defined benefit pension or other postretirement plans. ASU 2018-14 is effective for the Company beginning January 1, 2022 with early adoption permitted. The Company is currently evaluating the impact of this standard on our consolidated financial statements.

#### **Recognition of Revenue and Income**

The Company presents revenue and income in the accompanying consolidated statements of comprehensive earnings in the following categories: (1) Income from restaurants, (2) Other sales, including sales from company-operated restaurants, and (3) Other income.

#### *Recognition of Income from Restaurants*

The Company's franchise agreement requires franchisees to pay an initial upfront fee as well as continuing rent and royalty payments. The Company's continuing royalties from franchisees are comprised of a base operating service fee and an additional operating service fee, collectively referred to as the "franchise fees". The base operating service fee is calculated as 15% of franchised restaurant sales, less amounts charged to franchisees for equipment rentals and business services fees. The Company allocates a portion of the base operating service fee as a royalty for the sublicense of intellectual property to the franchisees. The additional operating service fee is calculated as 50% of the net profit of franchised restaurants, as defined by the franchisee agreement. For restaurants with net losses (after deduction of the base operating service fee and a base profit to be retained by the franchisee), it has been the Company's practice to reduce the base operating service fee to the extent necessary to reduce the net operating loss of the restaurant to zero. The franchise fees are charged to franchisees monthly and the Company recognizes revenue over time as underlying restaurant sales occur. The timing and amount of franchise fee revenue recognized during the year ended December 31, 2019 was not impacted by the adoption of ASC 606.

The Company offers various incentive programs to our franchisees. Prior to adoption of ASC 606, the costs of providing certain franchisee incentives were recorded as expenses and reported within Selling, general, and administrative expenses on the consolidated statements of comprehensive earnings. Following the adoption of ASC 606, the Company records the costs of certain franchisee incentives as reductions of franchise fee revenue as opposed to expenses. The impact of adopting ASC 606 related to these franchisee incentives has resulted in a decrease in Additional operating services fees and a corresponding decrease in Selling, general and administrative expenses on the consolidated statement of comprehensive earnings of approximately \$53,928,000 for the year ended December 31, 2019. This change did not impact the Company's consolidated net earnings.

**Chick-fil-A, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2019, 2018, and 2017**

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The Company either develops and owns our free-standing restaurants or leases the land and retail space from third-party developers under long-term lease agreements. The Company leases or subleases these properties to franchisees on a month-to-month basis and payments due from franchisees are subject to a cap equal to 6% of restaurant sales. The Company additionally purchases or leases equipment and leases or subleases to franchisees on a month-to-month basis. Both real estate and equipment rental payments are charged to franchisees monthly. Income generated from the Company's franchisee lease arrangements is recorded within Rental income on the accompanying consolidated statements of comprehensive earnings and is recognized in accordance with ASC 840, *Leases*. See Note 10 for additional information.

Additionally, the Company incurs property tax charges for our owned and leased restaurant real estate and equipment. For our franchised restaurant locations, the Company passes property tax charges along to franchisees for reimbursement. Prior to adopting ASC 606, the Company recorded the cost and related franchisee reimbursement for property taxes net on the accompanying consolidated statements of comprehensive earnings. Effective January 1, 2019 following the adoption of ASC 606, the Company now presents property tax expenses and the associated franchisee reimbursements gross on the accompanying consolidated statements of comprehensive earnings. Property tax expense is reported with Selling, general, and administrative expenses and the associated franchisee reimbursements are reported within Rental income on the consolidated statement of comprehensive earnings. For the year ended December 31, 2019, the impact of this change on the Company's income and expenses was approximately \$64,343,000. This change did not have an impact on the Company's consolidated net earnings.

Beginning in fiscal year 2018, the Company began reporting equipment rental income within Rental income on the consolidated statements of comprehensive earnings. In prior reporting periods, the Company reported equipment rental income within Base operating and business service fees on the accompanying consolidated statements of comprehensive earnings. The Company reclassified prior period results to conform to the current period presentation. This reclassification only impacted presentation on the accompanying statements of comprehensive earnings and did not have any impact on the consolidated financial results for any period presented. Refer below for the detail of the reclassified prior period balances.

	<u>As Reported</u>	<u>Reclassification</u>	<u>Reclassified</u>
	Year ended	Year ended	Year ended
	December 31,	December 31,	December 31,
	2017	2017	2017
Base operating and business service fees	\$ 1,275,885,339	(40,674,795)	\$ 1,235,210,544
Rental income	\$ 509,105,640	40,674,795	\$ 549,780,435

*Recognition of Other Sales, Including Sales from Company-Operated Restaurants*

All restaurants temporarily without a franchisee are considered company-operated restaurants. Sales and expenses relating to company-operated restaurants have been reflected in the accompanying consolidated financial statements for the period operated and are reported net of sales-related taxes. Revenue is recognized as sales are generated at the point of sale. The timing and amount of revenue recognized from company-operated restaurants was not impacted by the adoption of ASC 606.

Additionally, the Company earns revenue from the sale of certain proprietary products to our distribution partners under third-party supply arrangements. For the years ended December 31, 2018 and 2017, the Company followed the criteria outlined in FASB Topic 605-45, *Principal Agent*

# Chick-fil-A, Inc.

## Notes to Consolidated Financial Statements

### December 31, 2019, 2018, and 2017

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*Considerations* to determine whether the Company acts as a principal or as an agent in each respective arrangement. Under ASC 605-45, the assumption of the risks and rewards under the arrangement are considered indicators of principal parties to the arrangement. The Company recorded income and associated costs gross on the consolidated statements of comprehensive earnings in arrangements where we were deemed to be the principal. If deemed agent to the transaction, the Company recorded income net of the associated costs on the consolidated statements of comprehensive earnings.

Beginning in 2019, the Company follows the criteria outlined in ASC 606 to make our principal versus agent determinations. ASC 606 provides a control-based model for determining whether an entity acts as a principal or an agent. An entity is deemed the principal in a transaction if it obtains control of the specified goods or services before they are transferred to the customer. An entity is deemed an agent if it does not control the specified goods or services before they are transferred to the customer. The Company's principal versus agent conclusions for our proprietary product sales arrangements were not impacted by the adoption of ASC 606.

The Company recognizes revenue from the sales of our proprietary products at the point in time our customers take delivery of the products pursuant to the terms of the contract. The timing and amount of revenue recognized for our proprietary product sales was not materially impacted by the adoption of ASC 606.

#### *Recognition of Other Income*

Other income on the consolidated statements of comprehensive earnings is primarily comprised of (1) revenue from our brand license arrangements, (2) gift card program revenues, (3) advertising revenues and (4) investment and interest income.

The Company licenses our brand through strategic partnerships with contract food service management companies, most commonly in airports and college campuses. Royalties earned from the Company's brand license arrangements are calculated based on a percentage of sales and the Company recognizes revenue over time as the underlying sales occur. The timing and amount of revenue recognized from our brand licensing arrangements was not impacted by the adoption of ASC 606.

The Company's franchisees and certain select retailers sell gift cards that are redeemable for products in our restaurants. The Company manages the gift card program and collects all funds from the activation of gift cards and reimburses franchisees for the fulfillment of redeemed gift cards in their restaurants. The Company acts as an agent in this relationship and records proceeds from gift card sales net of the associated reimbursements to franchisees following gift card redemption. A contract liability for unredeemed gift cards is included in Trade payables and other in the accompanying consolidated balance sheets for all periods presented. There are no expiration dates on the outstanding, unredeemed gift card balances. While outstanding gift card balances do not expire, the likelihood of redemption may be determined to be remote for certain cards due to long periods of inactivity. For the years ended December 31, 2018 and 2017, the Company recognized revenue from unredeemed gift cards ("breakage revenue") when the likelihood of redemption became remote. Effective January 1, 2019, the Company follows the breakage model under ASU 2016-04 and recognizes gift card breakage revenue over time in proportion to the pattern of gift card redemptions exercised by our customers. Refer to the table below for a rollforward of the Company's contract liability balance associated with unredeemed gift cards for the year ended December 31, 2019.

**Chick-fil-A, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2019, 2018, and 2017**

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	Contract Liability
Balance at December 31, 2018	\$ 123,635,346
Gift card activation proceeds, net of redemptions	42,987,824
Less: ASU 2016-04 cumulative-effect adjustment	(19,486,881)
Less: Breakage revenue recognized	(12,198,094)
Balance at December 31, 2019	\$ 134,938,195

For the year ended December 31, 2019, the adoption of ASU 2016-04 resulted in an acceleration of breakage revenue recognized of approximately \$4,175,000 in excess of what would have been recognized under the Company's previous breakage revenue recognition model.

The Company provides franchisees national advertising services through our third-party advertising agency arrangements. These advertising activities primarily include national television, digital, radio and campaign social media advertisements. In certain cases, franchisees may elect to contribute to a fund to participate in certain additional national media activities to be fulfilled by the Company. Proceeds from franchisee contributions are retained by the Company to fund such national advertising costs as they become due and payable. Prior to the adoption of ASC 606, the Company recorded franchisee advertising contributions net of the related advertising costs. Effective January 1, 2019 following adoption of ASC 606, the Company recognizes advertising expenses and the related franchisee contributions for certain national advertising services gross on our consolidated statements of comprehensive earnings. Advertising revenues are recognized over time as the advertising services are delivered to franchisees. For the year ended December 31, 2019, the Company recorded advertising revenues of approximately \$19,109,000 within Other income on the accompanying consolidated statements of comprehensive earnings. The contract liability related to the Company's franchisee advertising services is reflected in Restaurant activity liability on the accompanying consolidated balance sheets and was approximately \$17,464,000 and \$19,685,000 as of December 31, 2019 and 2018, respectively. The change from net to gross reporting on the accompanying statement of comprehensive earnings following the adoption of ASC 606 did not impact the Company's consolidated net earnings.

Additionally, Other income includes gains earned on certain investments administered through a Rabbi Trust, interest income on the Company's short-term investments, and other miscellaneous income not subject to ASC 606. For the year ended December 31, 2019, approximately \$54,934,000 recorded within Other income on the accompanying consolidated statements of comprehensive earnings represents revenues and income that are not subject to ASC 606.

**Pension, Postretirement, and Postemployment Benefits Plans**

The Company accounts for pension, postretirement and postemployment benefit plans in accordance with the provisions of ASC 715, *Compensation-Retirement Benefits*. The standard requires, among other things, the recognition of the funded status of each defined benefit pension plan, retiree health care and other postretirement benefit plans and postemployment benefit plans on the balance sheet. Each overfunded plan is recognized as an asset and each underfunded plan is recognized as a liability. The initial impact of the standard due to unrecognized prior service costs or credits and net actuarial gains or losses as well as subsequent changes in the funded status is recognized as a component of Accumulated other comprehensive loss in stockholders' equity. See Note 6 for additional information.

**Cash and Cash Equivalents**

Cash and cash equivalents consist of cash on hand and all liquid investments purchased with a remaining maturity of 90 days or less at the date of acquisition. Cash equivalents as of December

# Chick-fil-A, Inc.

## Notes to Consolidated Financial Statements

### December 31, 2019, 2018, and 2017

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31, 2019 and 2018 consist of money market funds, variable rate demand notes, U.S. Treasury bills, and government bonds. The cost of these investments approximates their fair value.

The Company has reclassified checks issued but not yet presented for payment as accounts payable in the accompanying consolidated balance sheets. Outstanding checks totaled approximately \$33,855,000 and \$32,740,000 at December 31, 2019 and 2018, respectively.

#### **Inventories**

Inventories, principally supplies and equipment, are valued at the lower of average cost and net realizable value.

#### **Property and Equipment**

Property and equipment are stated at cost. Expenditures for significant improvements are capitalized while expenditures for minor replacements, maintenance and repairs are expensed as incurred. Interest is capitalized on borrowings during the active construction period of qualifying capital assets. Capitalized interest is added to the cost of the asset and depreciated over the estimated useful lives of the assets. Property under capital leases is recorded at the lesser of fair value of the leased asset or the present value of minimum lease payments. Depreciation expense of property and equipment is calculated by using the straight-line method over the estimated useful lives of the assets. Property held under capital lease and leasehold improvements are depreciated using the straight-line method over the shorter of the lease term, including any renewal options that are reasonably assured of being exercised, or the estimated useful life of the asset.

The Company is deemed to be the owner, for accounting purposes, during the construction period of certain restaurants under build-to-suit lease arrangements due to our level of involvement in construction and our other commitments under these arrangements. When we are deemed the accounting owner of a build-to-suit lease arrangement, we record an asset for construction costs incurred and a corresponding financing obligation for the estimated construction costs financed by the landlord. Upon completion of construction, we evaluate our level of continuing involvement in the restaurant. If we maintain significant continuing involvement, we are precluded from derecognizing the asset and associated financing obligation following construction and continue to account for the leased restaurant as the accounting owner over the lease term. Such assets are depreciated using the straight-line method over their estimated useful life.

Estimated useful lives of property and equipment are as follows:

	<u>Estimated Useful Lives</u>
Buildings and leasehold improvements	10-30 years
Office furniture, fixtures, and equipment	5-20 years
Restaurant fixtures and equipment	7 years
Transportation	4-10 years
Computer hardware	5 years
Computer software	3 years

#### **Employee Incentive Compensation and Accrued Compensated Absences**

The Company maintains an employee incentive compensation plan for all full-time employees. Incentive compensation for participating employees is calculated based on a portion of the revenue received from restaurants.

The Company also has in place an accrued compensated absence policy under which employees may carry a certain number of vacation hours into the subsequent year. The Company records a

# Chick-fil-A, Inc.

## Notes to Consolidated Financial Statements

### December 31, 2019, 2018, and 2017

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liability for this amount based on individual compensation rates in effect during the year, inclusive of incentive compensation if applicable and estimable. The liability for accrued compensated absences was approximately \$52,088,000 and \$42,744,000 as of December 31, 2019 and 2018, respectively, and is recorded within Accrued expenses and obligations on the accompanying consolidated balance sheets.

#### **Impairment or Disposal of Long-Lived Assets**

In accordance with ASC 360, *Property, Plant, and Equipment*, long-lived assets, such as property and equipment, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may 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 by the amount by which the carrying amount of the asset exceeds the fair value of the asset. Assets to be disposed of would be separately presented in the balance sheet and reported at the lower of the carrying amount or fair value less costs to sell and are no longer depreciated. The assets and liabilities of a disposed group classified as held for sale would be presented separately in the appropriate asset and liability sections of the balance sheet.

#### **Advertising**

The Company expenses advertising costs as incurred. Total advertising expense was approximately \$148,859,000, \$99,556,000, and \$98,748,000 for the years ended December 31, 2019, 2018, and 2017, respectively, and is recorded within Selling, general and administrative expenses on the accompanying consolidated statements of comprehensive earnings. For the year ended December 31, 2019, total reported advertising expense includes approximately \$19,109,000 in certain franchisee reimbursed national advertising costs which, in prior reporting periods, were reported net of the associated franchisee reimbursements. Refer to the Recognition of Revenue and Income section above for additional details.

Amounts received from vendors as reimbursements for certain advertising costs are passed through to the Company's franchisees and are not reflected in the accompanying consolidated statements of comprehensive earnings for all periods presented.

#### **Income Taxes**

The Company files a consolidated federal income tax return.

The Company accounts for income taxes in accordance with the provisions of ASC 740, *Income Taxes*, which clarifies the accounting for uncertainty in income taxes. The standard prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. The interpretation requires that the Company recognize in its financial statements the impact of a tax position if that position is more likely than not of being sustained on audit, based on the technical merits of the position.

The Company accounts for income taxes using an asset and liability approach. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

# Chick-fil-A, Inc.

## Notes to Consolidated Financial Statements

### December 31, 2019, 2018, and 2017

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Changes in tax rates and tax laws are accounted for in the period of enactment. On December 22, 2017, the U.S. government enacted the Tax Act, a comprehensive U.S. tax reform package that, effective January 1, 2018, lowered the federal statutory corporate income tax rate from 35% to 21%, among other things. See Note 7 for further information.

#### **Treasury Stock**

The Company accounts for share repurchases using the par value method under which the repurchase price is charged to additional paid-in capital up to the amount of the original issue proceeds of the repurchased shares. When the repurchase price is greater than the original issue proceeds, the excess is charged to retained earnings. Repurchased shares that are not subsequently retired are recorded on the accompanying consolidated balance sheets as Treasury stock at their par value. As of December 31, 2019 and 2018, the Company held 14,382,928 non-voting common shares as treasury stock.

#### **Company-Owned Life Insurance**

Company-owned life insurance represents insurance on the lives of certain individuals who have provided positive consent allowing the Company to be the beneficiary of such policies. The Company is the primary beneficiary of the insurance policies and incurs recurring premium payments to keep the policies active. Increases in the cash surrender value of the policies are recorded as reductions of the related cost of the insurance policies, and such costs are recorded within Selling, general and administrative expenses on the accompanying consolidated statements of comprehensive earnings. Company-owned life insurance is recorded on the consolidated balance sheets at the cash surrender value of the policies which materially approximates fair value.

During 2018, the Company surrendered certain Company-owned life insurance policies with cash surrender values totaling approximately \$52,350,000 in exchange for new life insurance policies with cash surrender values totaling approximately \$35,533,000 in a 1035 tax-free exchange. The decrease in cash surrender value is reflected as a period expense in Selling, general, and administrative expense on the consolidated statement of comprehensive earnings for the year ended December 31, 2018.

#### **Derivatives and Financial Instruments**

The carrying value of the Company's financial instruments approximates their fair value. The fair value of a financial instrument is the amount at which the instrument could be exchanged in a current transaction between willing parties. U.S. GAAP establishes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring 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). These tiers include:

- Level 1, defined as observable inputs such as quoted prices for identical instruments in active markets;
- Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable such as quoted prices for similar instruments in active markets or quoted prices for identical or similar instruments in markets that are not active; and
- Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions, such as valuations derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable.

The following methods and assumptions were used to estimate the fair value of each class of financial instruments:

**Chick-fil-A, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2019, 2018, and 2017**

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For all periods presented, the recorded values of cash and cash equivalents, receivables, accounts payable and accrued expenses and obligations approximate fair value due to the short-term nature of these instruments.

Investments are recorded at fair value in accordance with the fair value hierarchy above. The Company determines the classification within the hierarchy based on the lowest level input that is significant to the fair value measurement.

Beginning in 2018, a significant portion of the Company's pension and postretirement benefit plan assets have been measured at fair value using net asset value ("NAV") as a practical expedient, as permitted under ASC 820, *Fair Value Measurements*. Refer to Note 6 for additional details.

The Company records derivative financial instruments on the balance sheet at their respective fair values. We currently have interest rate swap contracts designated as cash flow hedges under ASC 815, *Derivatives and Hedging*. These hedges are deemed to be highly effective in offsetting changes in our future expected cash flows under our floating interest rate debt. The effectiveness of these hedges is measured annually on a retrospective basis. We expect our interest rate swaps to continue to remain highly effective.

Effective in 2018, the Company elected to early adopt ASU 2017-12, which allows all changes in fair value of highly effective cash flow hedges to be recorded in other comprehensive earnings (loss). The amounts recorded in other comprehensive earnings (loss) will subsequently be reclassified to earnings in the same line item impacted by the hedged item when the hedged item affects earnings. Refer to Note 5 for additional details regarding the Company's interest rate swap contracts.

**2. Due to Restaurant Franchisees**

The balance due to franchisees reflects the net result primarily of the following activities: cash deposits and credit card settlements made into the Company's account; disbursements made by franchisees that have been presented for payment; other unpaid obligations of the restaurants, the largest of which is franchisee profits from restaurant operations; and expenses paid by the Company on behalf of the franchisees.

**3. Restaurant Activity Liability**

Restaurant activity liability is comprised of amounts payable to third parties (not franchisees) that originated in the restaurants. Amounts due to restaurant vendors and tax authorities are included here, along with accruals funded by restaurant markets for market or chain-wide purchases of products and services at the discretion of franchisee representatives.

**4. Accrued Expenses and Obligations**

Accrued expenses and obligations as of December 31, 2019 and 2018 consisted of the following:



**Chick-fil-A, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2019, 2018, and 2017**

	As of December 31,	
	2019	2018
Salaries, incentives and deferred compensation	\$ 363,552,476	\$ 282,316,261
Pension and post-retirement benefit obligations	195,799,555	163,837,959
Deferred rent obligations	123,058,682	104,083,546
Other	80,334,123	67,183,440
Total	<u>\$ 762,744,836</u>	<u>\$ 617,421,206</u>

During 2018, the Company made an accelerated funding payment of \$150,000,000 toward our qualified defined benefit pension obligation. Refer to Note 6 for additional details.

Through the year ended December 31, 2018, the Company provided franchisees insurance programs to cover workers' compensation, general liability and automobile liability risks at our franchised restaurant locations. Historically and throughout 2018, the Company passed all insurance costs to franchisees for reimbursement in accordance with the terms of our franchise agreements. Insurance costs subject to reimbursement included but were not limited to retained claims losses within stated deductible levels, insurance premiums and claims administrative fees. Beginning in 2019, the Company discontinued providing franchisees certain insurance coverages and now requires franchisees to acquire such coverages through a separate captive insurance company. The Company, however, remains obligated for franchisee insurance losses on claims arising prior to 2019. As of December 31, 2019 and 2018 the Company's estimated total obligation for unfunded, retained franchisee insurance claims was approximately \$32,293,000 and \$53,250,000, respectively.

During 2017, the Company unilaterally elected to assume our franchisee's obligations for all unfunded, retained claims losses incurred through December 31, 2017. With the assistance of third-party actuaries, the Company estimated the ultimate unfunded loss associated with all workers' compensation, general liability, and automobile liability claims incurred through December 31, 2017 at approximately \$45,793,000. The associated charge is recorded within Selling, general, and administrative expenses on the accompanying consolidated statements of comprehensive earnings for the year ended December 31, 2017.

**5. Notes Payable and Interest Rate Swaps**

*Credit Facilities*

In May 2018, the Company entered into a new credit agreement with a syndicate of lenders, with Wells Fargo Bank N.A serving as administrative agent, swingline lender and issuing lender. The credit agreement provides for a \$200,000,000 five-year term loan maturing May 15, 2023 ("Five-Year Term Loan"), a \$100,000,000 three-year term loan maturing May 15, 2021 ("Three-Year Term Loan"), as well as a \$500,000,000 revolving credit facility expiring on May 15, 2023 ("Revolving Facility"). The Revolving Facility replaces the Company's previous revolving credit facility that was scheduled to expire on December 16, 2020. For the years ended December 31, 2019, 2018 and 2017, the Company had no outstanding borrowings under the Revolving Facility.

The Revolving Facility and Five-Year Term Loan bear interest at the floating 1-month London Interbank Offered Rate ("LIBOR") rate plus a margin ranging between 0.875% and 1.125%. The Three-Year Term Loan bears interest at the floating 1-month LIBOR rate plus a margin between 0.75% and 1.00%.

**Chick-fil-A, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2019, 2018, and 2017**

*Related Party Note*

In November 2018, the Company repurchased shares of our non-voting common stock from a related party through the issuance of a note payable (“Related Party Note” or “Note”) and initial payment of approximately \$35,238,000. The Related Party Note has a face amount of approximately \$750,070,000, bears interest at a fixed annual rate of 4.75% and has a term of 25 years, maturing on November 30, 2043. The Related Party Note requires the Company to pledge the repurchased shares to the related party as collateral for the Note. The Company is required to hold the repurchased shares as treasury stock until the Note is repaid in full.

*Interest Rate Swaps*

The Company currently uses interest rate swaps to effectively fix the interest rate on a portion of our floating-rate Credit Facilities, including forecasted future issuances. In June 2018, the Company entered into two, \$50,000,000 notional amount interest rate swap contracts: one 7-year interest rate swap with a June 2025 termination date and one 10-year interest rate swap with a June 2028 termination date. Under the two swap contracts, the Company pays interest at a weighted average annual rate of 2.92% and receives interest at the prevailing 1-month LIBOR rate. The Company has designated the swaps as cash flow hedges, and both are deemed to be highly effective in offsetting changes in our future expected cash flows due to the fluctuation in the 1-month LIBOR rate.

In accordance with ASU 2017-12, the entire change in fair value of the interest rate swaps are reported as a component of other comprehensive (loss) earnings and are reclassified into earnings in the same period in which the underlying hedged transactions occur. For the years ended December 31, 2019 and 2018, the Company reported losses in Other comprehensive (loss) earnings of approximately \$5,781,000 and \$2,696,000, respectively. A corresponding liability has been recorded within Accrued expenses and obligations on the accompanying consolidated balance sheets as of December 31, 2019 and 2018.

The following tables reflect the Company’s outstanding notes payable as of December 31, 2019 and 2018:

<b>As of December 31, 2019</b>				
	<b>Interest Rate</b>	<b>Outstanding</b>	<b>Unamortized Deferred Issuance Costs</b>	<b>Carrying Amount</b>
Five-Year Term Loan	Variable	\$ 200,000,000	\$ 184,193	\$ 199,815,807
Three-Year Term Loan	Variable	100,000,000	43,610	99,956,390
Revolving Facility	Variable	—	—	—
Related Party Note	4.75%	732,721,016	—	732,721,016
Total		\$ 1,032,721,016	\$ 227,803	\$ 1,032,493,213

<b>As of December 31, 2018</b>				
	<b>Interest Rate</b>	<b>Outstanding</b>	<b>Unamortized Deferred Issuance Costs</b>	<b>Carrying Amount</b>
Five-Year Term Loan	Variable	\$ 200,000,000	\$ 238,824	\$ 199,761,176
Three-Year Term Loan	Variable	100,000,000	75,420	99,924,580
Revolving Facility	Variable	—	—	—
Related Party Note	4.75%	749,278,581	—	749,278,581
Total		\$ 1,049,278,581	\$ 314,244	\$ 1,048,964,337

The following table summarizes the principal amounts due under our outstanding notes payable as of December 31, 2019:

**Chick-fil-A, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2019, 2018, and 2017**

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Year	Total
2020	\$ 24,377,380
2021	127,699,336
2022	36,058,600
2023	184,459,579
2024	20,401,705
Thereafter	639,724,416
Total notes payable outstanding	\$ 1,032,721,016
Unamortized deferred issuance costs	227,803
Carrying amount of notes payable	\$ 1,032,493,213

The Credit Facilities and Related Party Note require the Company to meet certain financial and non-financial covenants. As of December 31, 2019, the Company was in compliance with all financial and non-financial covenants.

**6. Employee Benefit Plans**

The Company has a qualified contributory profit sharing plan covering substantially all employees. The Company matches dollar for dollar up to 5% of eligible compensation contributed by each employee. The Company's contributions amounted to approximately \$16,739,000, \$12,979,000, and \$10,471,000 during the years ended December 31, 2019, 2018 and 2017, respectively.

The Company also has a qualified defined benefit pension plan covering substantially all employees. The plan provides a defined benefit based on years of service and highest average compensation during a five-year period. As of December 31, 2019 and 2018, the qualified defined benefit plan had an overfunded balance of approximately \$61,081,000 and \$64,176,000, respectively, with such balances reflected within Prepaid expenses and other assets on the accompanying consolidated balance sheets. During 2019 the Company made total funding payments of approximately \$16,615,000. During 2018, the Company made total funding payments of approximately \$181,542,000, \$150,000,000 of which represented a voluntary additional funding payment.

The Company additionally provides an unfunded, nonqualified, deferred compensation plan for a select group of employees earning amounts in excess of that allowed for tax-deductible funding under existing Internal Revenue Service regulations. The plan includes a supplemental benefit which is offered to supplement the qualified, defined benefit pension plan. Benefits under this nonqualified arrangement are consistent with those offered under the defined benefit pension plan. This plan also includes a defined contribution benefit that allows employees the option of making voluntary contributions of 5% of their annual salary (in excess of IRS maximum compensation income limits) to the plan to which the Company matches the employees' contributions. Contributions made to the plan are invested and administered through a Rabbi Trust. The trust cannot be revoked by the Company; however, the assets are subject to claims of general creditors. Amounts accrued under this plan were approximately \$231,689,000 and \$175,464,000 as of December 31, 2019 and 2018, respectively, and are included in Accrued expenses and obligations in the accompanying consolidated balance sheets. Plan assets invested through the Rabbi Trust consisted primarily of equity (mutual funds) and fixed income securities and qualify as either Level 1 or Level 2 assets within the fair value hierarchy. All securities invested through the Rabbi Trust are classified as trading securities and have been reflected at their fair market value on the accompanying consolidated balance sheets as of December 31, 2019 and 2018. Income/(loss) earned on investments held under the Rabbi Trust was approximately \$38,724,000, (\$11,830,000), and \$28,827,000 for the years ended December 31, 2019, 2018 and 2017, respectively, and is

**Chick-fil-A, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2019, 2018, and 2017**

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included within Other income on the accompanying consolidated statements of comprehensive earnings.

Additionally, certain members of senior management are participants in a supplemental executive retirement plan (“SERP”) provided by the Company. Participants vest in the SERP upon remaining in the employ of the Company until the later of attaining age 55 or completion of 20 years of service. Retirement benefits are calculated based upon formulas in each SERP agreement and are in the form of a monthly payment upon retirement and a death benefit payable to a beneficiary designated by each participant. The Company recognized compensation expense of approximately \$798,000, \$975,000, and \$843,000 for the years ended December 31, 2019, 2018 and 2017, respectively, in connection with the SERP. Amounts accrued under the SERP totaled approximately \$21,267,000 and \$18,285,000 at December 31, 2019 and 2018, respectively, and are recorded as salaries, incentives, and deferred compensation within Accrued expenses and obligations in the accompanying consolidated balance sheets.

Additionally, the Company has a postretirement health care plan for eligible employees. Those employees who retire at age 55 and older with 20 years of continuous full-time service may participate and may cover eligible dependents. Participants contribute the prevailing composite single or family premium rate until age 62. There is no premium contributed by the participants after age 62. The Company recognized compensation expense of approximately \$12,088,000, \$15,714,000, and \$11,340,000 for the years ended December 31, 2019, 2018 and 2017, respectively, in connection with the postretirement health care plan. Amounts accrued under the postretirement health care plan totaled approximately \$133,045,000 and \$100,001,000 at December 31, 2019 and 2018, respectively, and are included within Accrued expenses and obligations in the accompanying consolidated balance sheets.

The amounts recorded in Accumulated other comprehensive loss that are expected to be recognized as components of net periodic benefit cost during the next fiscal year are as follows:

	<b>Pension</b>	<b>Postretirement</b>	<b>Total</b>
Prior service (credit)/cost	\$ (140,882)	212,452	\$ 71,570
Actuarial loss	\$ 5,931,868	184,695	\$ 6,116,563

The following table sets forth the plan’s funded status and amounts recognized in the Company’s consolidated balance sheets at December 31, 2019 and 2018, respectively.

**Chick-fil-A, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2019, 2018, and 2017**

	Pension Plans		Postretirement Medical Plan	
	2019	2018	2019	2018
<b>Change in benefit obligations</b>				
Benefit obligation at end of prior year	\$ 305,244,587	\$ 351,532,245	\$ 100,001,327	\$ 99,736,910
Service cost	24,320,040	28,265,138	8,846,561	9,960,214
Interest cost	12,959,811	12,987,476	4,395,230	3,965,412
Plan participants' contribution	—	—	104,992	99,053
Actuarial loss (gain)	50,995,767	(38,832,185)	21,168,622	(15,029,012)
Plan amendments / new entrants	(15,226,149)	1,624,238	—	2,268,999
Settlement	—	(12,828,134)	—	—
Benefits paid	(15,334,204)	(37,504,191)	(1,471,328)	(1,000,249)
Benefit obligation at December 31	\$ 362,959,852	\$ 305,244,587	\$ 133,045,404	\$ 100,001,327
<b>Change in plan assets</b>				
Fair value of plan assets at end of prior year	\$ 287,299,405	\$ 162,242,112	\$ —	\$ —
Actual return on plan assets	47,880,459	(23,313,050)	—	—
Employer contributions	20,173,904	198,702,668	1,366,336	901,196
Plan participants' contributions	—	—	104,992	99,053
Benefits paid	(15,334,204)	(50,332,325)	(1,471,328)	(1,000,249)
Fair value of plan assets at December 31	340,019,564	287,299,405	—	—
Funded status	\$ (22,940,288)	\$ (17,945,182)	\$ (133,045,404)	\$ (100,001,327)
Accumulated benefit obligation end of year	\$ 272,979,267	\$ 225,263,875	N/A	N/A

**Chick-fil-A, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2019, 2018, and 2017**

	Pension Plans			Postretirement Medical Plan		
	2019	2018	2017	2019	2018	2017
<b>Amounts recognized in accumulated other comprehensive loss consists of</b>						
Prior service (credit)/cost	\$ (4,046,174)	\$ 12,170,560	\$ 11,457,057	\$ 1,873,113	\$ 2,085,565	\$ 2,298,017
Net actuarial loss/(gain)	123,218,964	104,081,884	113,203,769	17,290,265	(3,878,357)	11,358,435
Total (before tax effect)	<u>\$ 119,172,790</u>	<u>\$ 116,252,444</u>	<u>\$ 124,660,826</u>	<u>\$ 19,163,378</u>	<u>\$ (1,792,792)</u>	<u>\$ 13,656,452</u>
<b>Components of net periodic benefit cost</b>						
Service cost	\$ 24,320,040	\$ 28,265,138	\$ 22,000,957	\$ 8,846,561	\$ 9,960,214	\$ 7,210,748
Interest cost	12,959,811	12,987,476	12,132,612	4,395,230	3,965,412	3,553,625
Expected return on plan assets	(20,126,787)	(15,179,400)	(8,316,193)	—	—	—
Amortization of prior service cost	990,585	910,735	1,241,389	212,452	212,452	611,040
Recognized actuarial loss	4,105,015	5,165,352	4,413,634	—	226,282	—
Net periodic benefit cost	22,248,664	32,149,301	31,472,399	13,454,243	14,364,360	11,375,413
Change in actuarial assumptions	—	—	—	—	2,268,999	—
Settlement loss/(gain)	—	3,616,798	—	—	(18,502)	—
Total expense	<u>\$ 22,248,664</u>	<u>\$ 35,766,099</u>	<u>\$ 31,472,399</u>	<u>\$ 13,454,243</u>	<u>\$ 16,614,857</u>	<u>\$ 11,375,413</u>

**Chick-fil-A, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2019, 2018, and 2017**

	Pension Plans			Postretirement Medical Plans		
	2019	2018	2017	2019	2018	2017
<b>Weighted average assumptions used to determine benefit obligations as of December 31</b>						
Discount rate at end of year	3.19%/2.99%/ 3.02%	4.29%/4.30%/ 4.19%	3.68%/3.65%/ 3.58%	3.41%	4.38%	3.82%/3.85%
Rate of compensation increase	Varies	Varies	9.0%/6.0%	N/A	N/A	N/A
Heath care cost trend initial rate	N/A	N/A	N/A	6.25%/4.50%/ 7.25%/7.25%/ 3.50%	6.50%/5.00%/ 7.50%/8.50%/ 3.50%	6.75%/5.00%/7.7 5% /10.50%/3.50%
Ultimate heath care cost trend rate reached over ten years	N/A	N/A	N/A	5.00%	5.00%	5.00%
Year ultimate health care cost trend rate reached	N/A	N/A	N/A	2028	2025	2025
<b>Weighted average assumptions used to determine net periodic benefit cost for year ended December 31</b>						
Discount rate at beginning of year	4.29%/4.30%/ 4.19%	3.68%/3.65%/ 3.58%	4.18%/4.14%/ 4.04%	4.38%	3.82%/3.85%	4.43%
Expected return on plan assets	7.00%	7.00%	7.00%	N/A	N/A	N/A
Rate of compensation increase	Varies	9.00%/6.00%	9.00%/6.00%	N/A	N/A	N/A
Initial health care cost trend rate	N/A	N/A	N/A	6.50%/5.00%/ 7.50%/8.50%/ 3.50%	6.75%/5.00%/ 7.75%/10.50%/ 3.50%	7.00%/5.00%/8.0 /11.00%/3.50%
Ultimate health care cost trend rate	N/A	N/A	N/A	5.00%	5.00%	5.00%
Year ultimate health care cost trend rate reached	N/A	N/A	N/A	2025	2025	2025

**Chick-fil-A, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2019, 2018, and 2017**

**Plan Assets**

Plan assets are invested using a total rate of return approach to preserve asset values, diversify risk and achieve the expected long-term rate of return. Plan assets allocated by asset category approximate target allocations, and consist of equity securities (44.0%), fixed income securities (46.5%), alternative investments and derivative instruments (3.5%), cash (5.6%), and private equity (0.4%) as of December 31, 2019.

The following tables set forth by level, within the fair value hierarchy, the fair values of the investments as of December 31, 2019 and 2018. Certain investments do not have readily determinable fair values and as such, have been measured using NAV as a practical expedient, as permitted under ASC 820, *Fair Value Measurements*. Such investments have not been categorized in the fair value hierarchy but have been provided in the following tables to provide a reconciliation of the fair value hierarchy to the total value of plan assets.

<b>Assets at Fair Values as of December 31, 2019</b>					
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>NAV as a Practical Expedient</b>	<b>Total</b>
Cash	\$ 5,516,445	\$ —	\$ —	\$ 13,632,281	\$ 19,148,726
Equity securities	—	102,234,623	—	47,323,230	149,557,853
Fixed income securities	48,553,531	33,445,312	—	75,972,857	157,971,700
Alternative investments and derivative instruments	—	—	—	11,969,551	11,969,551
Private equity	—	—	—	1,371,734	1,371,734
Total assets at fair value	<u>\$ 54,069,976</u>	<u>\$ 135,679,935</u>	<u>\$ —</u>	<u>\$ 150,269,653</u>	<u>\$ 340,019,564</u>

<b>Assets at Fair Values as of December 31, 2018</b>					
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>NAV as a Practical Expedient</b>	<b>Total</b>
Cash	\$ 5,492,133	\$ —	\$ —	\$ 75,055	\$ 5,567,188
Equity securities	—	105,003,228	—	47,212,921	152,216,149
Fixed income securities	—	46,209,396	—	65,225,362	111,434,758
Alternative investments	—	—	—	16,303,291	16,303,291
Private equity	—	—	—	1,778,019	1,778,019
Total assets at fair value	<u>\$ 5,492,133</u>	<u>\$ 151,212,624</u>	<u>\$ —</u>	<u>\$ 130,594,648</u>	<u>\$ 287,299,405</u>

Fair market values of plan assets are determined based on the nature of the asset category.

Level 1 Inputs are based upon unadjusted quoted prices for identical instruments traded in active markets.

Level 2 Observable inputs, the value of the fund(s) is the sum of the private investment funds held in the fund.

Level 3 Unobservable inputs, the fund is a limited partnership that invests in private equity funds, real estate and other limited partnerships. Valuation may be subject to estimates.



**Chick-fil-A, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2019, 2018, and 2017**

Investments in investment companies are valued at fair value. Fair values are determined utilizing the NAV supplied by, or on behalf of, management of each investment company, which is in accordance with the practical expedient as defined by ASC 820. NAVs received by, or on behalf of, management of each investment company are based on the fair value of the investment company's underlying investments in accordance with policies established by management of each investment company, as described in each of their financial statements and offering memorandum. The redemption period for each class of investments measured using NAV as a practical expedient generally requires between zero- and five-days' notice.

During 2019, the Company refined our process for determining whether our plan asset investments have readily determinable fair values as defined by ASC 820. As a result of this change, the Company has identified certain equity and fixed income securities listed within the NAV as a practical expedient fair valuation category as of December 31, 2018 that based on our refined methodology, qualify for presentation as Level 2 investments within the fair value hierarchy. The Company has reclassified the prior year balances in the fair value hierarchy table above to conform with the current year presentation for similar investments. This change only impacted the classification within the fair value hierarchy and did not result in a change in determined fair value for any investment. Refer to the table below for a detail of the reclassified prior year balances.

	<u>As Reported</u> December 31, 2018	<u>Reclassification</u> December 31, 2018	<u>Reclassified</u> December 31, 2018
Equity securities			
Level 2	\$ —	105,003,228	\$ 105,003,228
NAV as a practical expedient	\$ 152,216,149	(105,003,228)	\$ 47,212,921
Fixed income securities			
Level 2	\$ 11,907,007	34,302,389	\$ 46,209,396
NAV as a practical expedient	\$ 99,527,751	(34,302,389)	\$ 65,225,362

The plan's objective is to achieve a consistent total rate of return (income, appreciation, and reinvested funds) that will equal or exceed the actuarial assumption with aversion to significant volatility. The following is the target asset allocation:

	<u>Minimum</u>	<u>Target</u>	<u>Maximum</u>
Public equity	30.7%	42.1%	55.3%
Non-core fixed income	3.3%	9.8%	18.2%
Real assets	0.0%	3.4%	10.8%
Alternative risk premia	0.0%	2.0%	9.2%
Tactical tilts	0.0%	2.6%	6.5%
Cash	0.0%	0.0%	20.7%
Long duration fixed income	0.0%	40.0%	49.0%

**Contributions**

The Company expects to contribute approximately \$26,522,000 to the qualified and nonqualified plans and the SERP during fiscal year 2020.

**Benefits**

The Company's expected future benefit payments are as follows:

**Chick-fil-A, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2019, 2018, and 2017**

Years Ending	Pension Plans	Postretirement Medical	
		Payments	Medicare Subsidy
2020	\$ 11,154,803	\$ 1,398,636	\$ 75,298
2021	12,000,793	1,522,079	86,522
2022	15,546,049	1,635,331	96,310
2023	17,960,837	1,808,727	115,345
2024	19,567,107	2,065,966	132,096
2025-2029	121,342,379	14,180,801	1,071,288

**7. Income Taxes**

The components of federal, state and foreign income tax expense (benefit) are:

	2019		
	Current	Deferred	Total
Federal	\$ 110,684,097	\$ 65,474,196	\$ 176,158,293
State	33,100,891	(23,356,392)	9,744,499
Foreign	12,418	—	12,418
	<u>\$ 143,797,406</u>	<u>\$ 42,117,804</u>	<u>\$ 185,915,210</u>

	2018		
	Current	Deferred	Total
Federal	\$ 57,403,000	\$ 62,036,820	\$ 119,439,820
State	20,419,000	(15,503,300)	4,915,700
Foreign	2,982	—	2,982
	<u>\$ 77,824,982</u>	<u>\$ 46,533,520</u>	<u>\$ 124,358,502</u>

	2017		
	Current	Deferred	Total
Federal	\$ 117,082,000	\$ (32,596,000)	\$ 84,486,000
State	9,243,000	5,296,000	14,539,000
Foreign	2,078	—	2,078
	<u>\$ 126,327,078</u>	<u>\$ (27,300,000)</u>	<u>\$ 99,027,078</u>

Income tax expense differs from the amount computed by applying the federal statutory rate of 21% to earnings before income taxes due to following: (1) state income taxes, (2) state tax credits and (3) permanent differences, consisting primarily of nondeductible meals and entertainment and nondeductible officer's life insurance.

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amount of assets and liabilities presented in the consolidated financial statements and the amounts used for income tax purposes. Deferred tax assets aggregated \$270,061,000 and \$231,596,000 and deferred tax liabilities aggregated \$509,650,000 and \$428,772,000 at December 31, 2019 and 2018, respectively. For the year ended December 31, 2019, the principal components of deferred tax assets include differences between federal and state basis of property, plant and equipment, state income tax credit carryforwards, and certain accruals related to deferred compensation, postretirement health benefits, and leases. The principal components of deferred tax liabilities are related to property, plant and equipment, accrued leases, and accrued pension benefits.

# Chick-fil-A, Inc.

## Notes to Consolidated Financial Statements

### December 31, 2019, 2018, and 2017

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No valuation allowance was recorded against the Company's U.S. federal and state deferred tax assets at December 31, 2019 or 2018. The Company's management believes it is more likely than not that the existing U.S. federal and state net deductible temporary differences comprising the total gross deferred tax assets will reverse during periods in which the deferred tax liability is reversing or in which the Company generates net taxable income.

As of December 31, 2019, the Company had foreign deferred tax assets of \$986,000, which consist primarily of net operating loss carryforwards. During 2019, a valuation allowance of \$986,000 was recorded against the foreign deferred tax assets. The Company's management has assessed the available positive and negative evidence to estimate whether sufficient future taxable income will be generated to permit the use of the foreign deferred tax assets. A significant piece of objective negative evidence evaluated was the loss incurred during 2019. Such objective evidence limits the ability to consider other subjective evidence, such as projections of future foreign taxable income. If or when recognized, the tax benefits related to any reversal of the valuation allowance against these foreign deferred tax assets will be accounted for as a reduction of income tax expense in the period such reversal occurs.

The Company notes that it currently does not have undistributed earnings due to losses in its foreign jurisdiction.

The Company had accrued interest related to unrecognized tax benefits of \$1,257,000 and \$1,092,000 recorded on our consolidated balance sheets as of December 31, 2019 and 2018, respectively, of which \$165,000 and \$130,000 was recognized in the consolidated statements of comprehensive earnings as income tax expense, respectively. The Company's policy is to record potential penalties and interest related to unrecognized tax benefits as income tax expense in the accompanying financial statements.

The Company files federal, state, and foreign income tax returns in jurisdictions with varying statutes of limitations. As of December 31, 2019, the 2016 through 2019 tax years generally remain subject to examination by federal and most state tax authorities.

The Company does not expect any significant change in unrecognized tax benefits during the next twelve months.

#### **Tax Reform**

On December 22, 2017, the U.S. government enacted comprehensive tax legislation commonly referred to as the Tax Act. The Tax Act established new tax laws that affected the 2017, 2018, and 2019 tax years and will affect future tax years, the most impactful of which being the reduction of the U.S. federal corporate tax rate from 35% to 21%.

ASC 740, *Income Taxes*, requires companies to recognize the impact of tax law changes in the period of enactment; however, SEC Staff Accounting Bulletin (SAB) No. 118 provided that companies could record provisional amounts related to the Tax Act during a measurement period not to exceed one year from the Tax Act enactment date. We computed the impact of the reduced federal corporate tax rate on our net deferred tax liability, which was remeasured as of December 31, 2017. The provisional net impact on our 2017 tax provision related to remeasuring our net deferred tax liability was a deferred income tax benefit of approximately \$95,375,000.

During 2018, the Company completed our accounting for the remeasured net deferred tax liability noting that there were no material changes to the provisional deferred tax benefit recorded as of December 31, 2017.

**Chick-fil-A, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2019, 2018, and 2017**

**8. Other Comprehensive (Loss) Earnings and Accumulated Other Comprehensive (Loss) Earnings**

The income tax benefit (expense) allocated to each component of other comprehensive earnings (loss) is:

	<b>2019</b>		
	<b>Before-Tax Loss</b>	<b>Tax Benefit</b>	<b>Net-of-Tax Loss</b>
Pension plans	\$ (2,920,346)	\$ 525,000	\$ (2,395,346)
Postretirement medical plan	(20,956,170)	5,005,000	(15,951,170)
Foreign currency translation	(234,204)	57,000	(177,204)
Derivative financial instruments	(5,780,760)	1,376,000	(4,404,760)
Other comprehensive (loss) earnings	<u>\$ (29,891,480)</u>	<u>\$ 6,963,000</u>	<u>\$ (22,928,480)</u>

	<b>2018</b>		
	<b>Before-Tax Earnings (Loss)</b>	<b>Tax Benefit (Expense)</b>	<b>Net-of-Tax Earnings (Loss)</b>
Pension plans	\$ 8,408,382	\$ (2,000,000)	\$ 6,408,382
Postretirement medical plan	15,449,244	(3,708,000)	11,741,244
Foreign currency translation	350,474	(84,000)	266,474
Derivative financial instruments	(2,695,630)	647,000	(2,048,630)
Other comprehensive (loss) earnings	<u>\$ 21,512,470</u>	<u>\$ (5,145,000)</u>	<u>\$ 16,367,470</u>

	<b>2017</b>		
	<b>Before-Tax Loss</b>	<b>Tax Benefit</b>	<b>Net-of-Tax Loss</b>
Pension plans	\$ (15,423,961)	\$ 3,702,000	\$ (11,721,961)
Postretirement medical plan	(7,287,440)	1,749,000	(5,538,440)
Foreign currency translation	(17,907)	4,000	(13,907)
Other comprehensive (loss) earnings	<u>\$ (22,729,308)</u>	<u>\$ 5,455,000</u>	<u>\$ (17,274,308)</u>

The accumulated balances for each component of other comprehensive (loss) earnings, net-of-tax are presented below:

**Chick-fil-A, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2019, 2018, and 2017**

	<b>Pension Plans</b>	<b>Post-retirement Medical Plan</b>	<b>Foreign Currency Translation</b>	<b>Change in Fair Value of Derivative Financial Instruments</b>	<b>Accumulated Other Comprehensive (Loss) Earnings</b>
Balance at January 1, 2017	\$ (68,305,865)	\$ (3,983,012)	\$ —	\$ —	\$ (72,288,877)
Change during period	(16,019,809)	(6,002,829)	(13,907)	—	(22,036,545)
Reclassification to net earnings	4,297,848	464,389	—	—	4,762,237
Reclassification of certain deferred tax effects <sup>(1)</sup>	(14,712,000)	(857,000)	—	—	(15,569,000)
Balance at December 31, 2017	\$ (94,739,826)	\$ (10,378,452)	\$ (13,907)	\$ —	\$ (105,132,185)
Change during period	1,729,217	11,407,811	266,474	(2,048,630)	11,354,872
Reclassification to net earnings	4,679,165	333,433	—	—	5,012,598
Balance at December 31, 2018	\$ (88,331,444)	\$ 1,362,792	\$ 252,567	\$ (2,048,630)	\$ (88,764,715)
Change during period	(6,352,930)	(16,112,882)	(177,204)	(4,692,956)	(27,335,972)
Reclassification to net earnings	3,957,584	161,712	—	288,196	4,407,492
Balance at December 31, 2019	\$ (90,726,790)	\$ (14,588,378)	\$ 75,363	\$ (6,453,390)	\$ (111,693,195)

(1) Reclassification of deferred tax effects recorded in accumulated other comprehensive loss to retained earnings following the Company's adoption of ASU 2018-02. Refer to Note 1.

**9. Related-Party Transactions**

The Company provides accounting, tax, consulting and other related services to certain of our related-party affiliates. We are reimbursed for all payroll and other operating costs associated with the performance of such services through the payment of an administration fee. This administration fee is recognized when earned and is recorded in Other income within the accompanying consolidated statements of comprehensive earnings. In total, amounts earned related to the performance of the agreed upon services were approximately \$5,025,000, \$4,771,000, and \$3,603,000 for the years ended December 31, 2019, 2018 and 2017, respectively.

One of the Company's principal shareholders owns a substantial interest in a company which sold fixtures to the Company aggregating approximately \$20,159,000, \$19,231,000, and \$24,015,000 during the years ended December 31, 2019, 2018 and 2017, respectively.

In November 2018 the Company redeemed shares of non-voting common stock from a related party through the issuance of the Related Party Note. Refer to Note 5 for additional details.

**10. Leases**

The Company leases land and retail space for certain restaurant locations under long-term operating lease agreements. Non-cancellable, base lease terms generally range between 10 and 20 years and typically provide for periodic rent escalations and optional renewal periods. Rent escalations vary between leases but commonly occur every five years at an escalation rate

## Chick-fil-A, Inc.

### Notes to Consolidated Financial Statements

#### December 31, 2019, 2018, and 2017

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between 10% and 12%. In addition to minimum annual lease payments, some of the Company's operating leases provide for contingent rentals that are calculated based on certain achieved restaurant sales thresholds. Total rent expense for operating leases, including both minimum lease payments and contingent rentals, was approximately \$234,232,000, \$213,271,000, and \$189,387,000 for the years ended December 31, 2019, 2018, and 2017 respectively.

The Company reports rental expense under operating leases within Selling, general, and administrative expenses in the accompanying statements of comprehensive earnings. The total amount of rental payments due over the operating lease term is charged to rent expense on a straight-line basis over the concluded term of the lease. The difference between rent expense recorded and the amount paid is credited or charged to deferred rent obligation, which is included in Accrued expenses and obligations in the accompanying consolidated balance sheets. The deferred rent obligation for straight-line operating leases at December 31, 2019 and 2018 was approximately \$123,059,000 and \$104,083,000, respectively.

The Company leases or subleases each franchised restaurant location to restaurant franchisees under month-to-month lease agreements. Under the Company's franchisee lease agreements, rent paid by franchisees to the Company is subject to a maximum of 6% of restaurant sales. The Company recognizes rental and subrental income in accordance with ASC 840, *Leases* and reports amounts within Rental income on the accompanying statements of comprehensive earnings.

The Company leases or subleases equipment to restaurant franchisees under month-to-month lease agreements. Equipment rental charges are determined based upon the restaurant concept type and are billed to franchisees monthly. The Company recognizes equipment rental income in accordance with ASC 840, *Leases* and reports amounts within Rental income on the accompanying statements of comprehensive earnings.

Certain restaurant leases contain terms that require capitalization of the leases in accordance with ASC 840. Additionally, the Company is deemed the accounting owner in certain build-to-suit lease arrangements due to our level of involvement during the construction of the restaurant. For leases where the Company is deemed the accounting owner, we record an asset for construction costs incurred during the development of the restaurant and a corresponding financing obligation for the estimated construction costs financed by the landlord. Due to our level of continuing involvement with the leased property during the lease term, we are generally not permitted to apply sale-leaseback accounting and derecognize the asset and corresponding financing obligation following construction completion. When sale-leaseback criteria are not met, minimum lease payments made by the Company over the lease term are allocated between interest expense and amortization of the recorded financing obligation.

The Company has also executed sales of certain real estate properties where we leaseback the property immediately following sale. Due to our level of continuing involvement with these real estate assets, the Company is generally not permitted to apply sale-leaseback accounting. Proceeds from the sale of real estate where the Company fails to meet sale-leaseback criteria are recorded as financing obligations on the consolidated balance sheets in accordance with ASC 840-40, *Sale-Leaseback Transactions*. The Company maintains accounting ownership and does not derecognize the disposed property. Minimum lease payments made over the term of the lease are allocated between interest expense and amortization of the recorded financing obligations.

**Chick-fil-A, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2019, 2018, and 2017**

The cost and related accumulated amortization associated with capital leases and leased properties where the Company is deemed the accounting owner at December 31, 2019 and 2018 are as follows:

	<b>2019</b>	<b>2018</b>
Leased assets <sup>(1)</sup>	\$ 160,045,405	\$ 112,317,515
Less: Accumulated amortization	(13,887,300)	(8,111,738)
	<u>\$ 146,158,105</u>	<u>\$ 104,205,777</u>

- (1) Balance includes \$10,347,008 and \$16,426,910, for leased assets under construction as of December 31, 2019 and 2018, respectively, which is recorded in Equipment in storage and construction in progress in the accompanying consolidated balance sheets.

Future minimum payments due under noncancelable operating leases, capital leases, and leases accounted for as failed sale-leaseback financing arrangements as of December 31, 2019 are as follows:

	<b>Operating Leases</b>	<b>Capital Leases</b>	<b>Financing Obligations</b>
<b>Years Ending December 31,</b>			
2020	\$ 177,103,548	\$ 2,829,580	\$ 9,366,595
2021	172,325,250	2,565,132	9,769,609
2022	163,270,374	2,053,787	10,037,392
2023	154,108,701	1,014,803	10,604,285
2024	145,357,116	499,333	11,232,568
2025 and thereafter	1,110,410,455	1,801,257	299,199,779
Net minimum lease payments	<u>\$ 1,922,575,444</u>	10,763,892	350,210,228
Less: Amounts representing interest		<u>(597,612)</u>	<u>(226,342,432)</u>
Present value of net minimum lease payments		<u>\$ 10,166,280</u>	123,867,796
Add: Obligation for leased assets under construction <sup>(1)</sup>			10,887,079
Add: Obligation remaining at end of lease term <sup>(2)</sup>			20,161,264
Present value of financing obligations			<u>\$ 154,916,139</u>

- (1) Balance reflects the Company's obligation for landlord financed construction costs on real estate assets under construction as of December 31, 2019. Amortization of these obligations will not commence until construction completion and thus the expected future payments toward such obligations are not included in the future minimum payments schedule.
- (2) The end of lease obligation represents the carrying amount of certain real estate assets subject to sale-leaseback transactions where the Company is deemed the accounting owner despite not having legal title to the underlying real estate.

## **11. Equity Method Investments**

The Company accounts for our equity investments where we own a non-controlling interest, but exercise significant influence, under the equity method of accounting. Under the equity method of accounting, our original cost of the investment is adjusted for our share of equity in the earnings (loss) of the equity investee and reduced by dividends and distributions of capital received.

In January 2018, the Company executed a subscription agreement with Westside Future Fund, Inc. whereby the Company subscribed for a limited liability company interest in WFF Real Estate

## **Chick-fil-A, Inc.**

### **Notes to Consolidated Financial Statements**

#### **December 31, 2019, 2018, and 2017**

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Investment Fund, LLC, a Georgia limited liability company (“WFF”). WFF is a social impact fund organized in 2017 and is intended to make investments in real estate projects with the purpose of revitalizing target neighborhoods in Atlanta, GA. The Company holds an 18.18% equity interest in WFF. For the years ended December 31, 2019 and 2018, the Company made capital investments totaling \$0 and \$5,000,000 respectively. For the years ended December 31, 2019 and 2018 the Company has recorded losses of approximately \$152,000 and \$274,000, respectively, which is reported within Other income on the accompanying consolidated statements of comprehensive earnings. As of December 31, 2019 and 2018, the carrying amount of the Company’s investment in WFF is approximately \$4,561,000 and \$4,726,000, respectively, which is reported within Investments in the accompanying consolidated balance sheets.

In October 2018, the Company invested \$4,000,000 in Kefi Box 1, LLC (“Kefi”) in exchange for a 33.47% voting interest. Kefi was organized in June 2018 with the purpose of developing unique and interactive childcare concepts. For the years ended December 31, 2019 and 2018, Kefi has not generated material income or loss. As of December 31, 2019 and 2018, the carrying amount of the Company’s investment in Kefi is approximately \$4,000,000 which is reported within Investments in the accompanying consolidated balance sheets.

#### **12. Health Insurance Trust**

The Company participates in a health insurance trust along with restaurant franchisees. Premiums are paid to the health insurance trust by participating entities on behalf of their enrolled employees. Premiums paid to the health insurance trust by the Company totaled approximately \$41,924,000, \$37,516,000, and \$30,400,000 during 2019, 2018 and 2017, respectively. These premiums accounted for approximately 31%, 31%, and 30% of the total amount paid to the health insurance trust by all participants during 2019, 2018 and 2017, respectively.

For the year ended December 31, 2018 and in prior reporting periods, the Company was liable for health insurance claims losses within stated loss threshold levels. Claims were reported to the Company by our third-party insurance providers and funded from the assets of the trust. The Company accrued a liability for estimated incurred but unreported claims exceeding our share of plan assets in the trust at the end of each accounting period. Alternatively, when our share of trust assets exceeded our estimate of incurred but unreported claims, the Company recorded a prepaid asset. As of December 31, 2018, the Company had a recorded asset of approximately \$1,136,000 which is reported within Prepaid expenses and other assets on the accompanying consolidated balance sheets.

Beginning in 2019, premiums paid by the Company to the trust are paid directly by the trust to the health insurance providers who fund the full cost of all reported health insurance claims as losses become due and payable. As a result, the Company is liable only for our monthly premium payments to the trust and no longer accrues for incurred but unreported insurance claims. As of December 31, 2019, the Company has a remaining overfunded insurance trust asset of approximately \$517,000 and this amount may be applied against certain policy expenses as such costs are incurred in future periods.

#### **13. Letters of Credit**

The Company has established various letters of credit. Such letters of credit totaled approximately \$55,734,000, \$26,345,000, and \$23,975,000 at December 31, 2019, 2018 and 2017, respectively.



**Chick-fil-A, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2019, 2018, and 2017**

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**14. Commitments and Contingencies**

The Company is involved in various claims and legal actions arising in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the Company's consolidated financial position, results of operations, or liquidity.

The Company has committed a total capital subscription of \$20,000,000 in exchange for our limited liability interest in WFF. The amount and timing of the Company's required capital contributions is at the direction of WFF; however no more than 50% of the Company's total capital subscription will be required to be paid in any twelve-month period. As of December 31, 2019, the Company has outstanding, unpaid capital subscriptions totaling \$15,000,000.

**15. Subsequent Events**

In accordance with ASC 855, *Subsequent Events*, the Company evaluated the impact of subsequent events on the financial statements as of March 26, 2020, the report issuance date.

In March 2020, the Company borrowed \$400,000,000 on our outstanding Revolving Facility in response to the recent COVID-19 outbreak. Refer to Note 5 for additional details regarding the terms of the Company's Revolving Facility.

Additionally, in March 2020 the Company's Board of Directors authorized the Company to execute additional term loan credit facilities in an aggregate principal amount of \$200,000,000. As of the issuance date of these financial statements, the Company is negotiating the pricing of \$200,000,000 in term loan credit facilities with Wells Fargo, N.A. serving as administrative agent and lead arranger. Such credit facilities will have a 364-day maturity date beginning on the issuance date of the facilities.

No other material subsequent events were noted through this date that would materially affect the financial statements or require additional disclosure.

**EXHIBIT “D”**

**TABLE OF CONTENTS OF CHICK-FIL-A MANUALS**

# operational requirements guide

JANUARY 2020

## TABLE OF CONTENTS

GENERAL PRODUCTION	10
HOT ENTRÉE PRODUCTS	14
COLD ENTRÉE PRODUCTS	22
HOT SIDES	27
COLD SIDES	28
BREAKFAST ITEMS	31
BEVERAGES	38
DESSERTS	41
CONDIMENTS	43
APPEARANCE REQUIRMENTS	43
GENERAL SERVICE REQUIREMENTS	46
INSIDE ORDERING EXPERIENCE	46
DRIVE-THRU EXPERIENCE	48
ON-DEMAND DELIVERY	49
MOBILE ORDERING AND PAYING WITH CHICK-FIL-A ONE	49
GUEST RECOVERY	50
LICENSED LOCATIONS	50
CLEANING CHEMICALS	51
EQUIPMENT REQUIREMENTS	52
FACILITY REQUIREMENTS	60
CATERING REQUIREMENTS	67
SEASONAL PRODUCTS	76
OFF-MENU ITEMS	78
APPENDIX	82

fundamentals

..... **TABLE OF CONTENTS** .....

Welcome & Agreement Signing ..... 3

Preparing for Fundamentals ..... 8

**Class Materials..... 12**

Benefits Offerings for Team Members..... 13

Brand Essence ..... 19

Capstone Debrief ..... 22

Chick-fil-A Menu Tasting Experience ..... 23

Winning Hearts Every Day Strategy & Critical Success Factors ..... 26

Delivering on Hospitality ..... 31

Emotional Connections Marketing ..... 39

Employment Law & I-9s ..... 48

Executing Operational Excellence 101 ..... 80

Executing Operational Excellence 201..... 83

Facilities & Equipment ..... 86

Finance & Systems..... 90

Grand Openings ..... 112

Great by Choice with Bill Dunphy ..... 116

Leadership: Vision & Community Impact + DISC ..... 117

Leading the Chick-fil-A Way: Mark Miller ..... 131

Operate – Back of House ..... 133

Operate – Front of House ..... 138

Operate – Resources ..... 143

Operate Debrief..... 156

People Strategy..... 158

Program Kickoff/Preparing for Capstone ..... 161

Public Relations ..... 163

Restaurant Security ..... 165

Risk Management ..... 170

Training in the Restaurant ..... 179

Transitions ..... 182

General Notes..... 184

**EXHIBIT “E”**

**LIST OF OPERATOR RESTAURANTS, CHICK-FIL-A  
OPERATED RESTAURANTS AND LICENSED UNITS**

## CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
AL	OPR	Constantine Zouboukos	125 Colonial Promenade Pkwy	Alabaster	35007-3130	205/685-1190
AL	OPR	Matthew Kyle	1291 Us Highway 72 E	Athens	35611-4403	256/233-8900
AL	OPR	Will Bowling	1627 Opelika Rd Ste 54	Auburn	36830-1720	334/887-5429
AL	OPR	Brian Schubert	6000 Harris Ln	Bessemer	35022-7302	205/426-3190
AL	OPR	Brent Fielder	5375 Highway 280	Birmingham	35242-5317	205/995-8333
AL	OPR	Drew Meyers	1913 5th Ave N	Birmingham	35203-2608	205/324-6161
AL	OPR	Jerry Cotney	746 Brookwood Vlg	Birmingham	35209-4549	205/871-1398
AL	OPR	Mark Meadows	4620 US 280 South	Birmingham	35242	205/995-9925
AL	OPR	Mark Nichols	5886 Trussville Crossings Pkwy	Birmingham	35235-8633	205/661-0544
AL	OPR	Mark Nichols	9345 Parkway E	Birmingham	35215-8303	205/836-0003
AL	OPR	Nathaniel Humphreville	2000 Highland Ave S	Birmingham	35205-3802	205/930-8000
AL	OPR	Brad Johnson	64 Highway 304	Calera	35040-5551	205/668-7483
AL	OPR	Randy Earnest	1830 Cherokee Ave Sw	Cullman	35055-5546	256/735-1650
AL	OPR	Daniel Nance	1682 US Highway 98	Daphne	36526-4252	251/621-3215
AL	OPR	Barry Keith	1809 Beltline Rd SW	Decatur	35601-5506	256/355-3035
AL	OPR	Barry Keith	2502 Highway 31 S	Decatur	35603-1504	256/822-1014
AL	OPR	David Bailey	1905 E Main St	Dothan	36301-3015	334/792-2498
AL	OPR	Jeff Koch	3418 Ross Clark Cir	Dothan	36303-2525	334/712-4849
AL	OPR	Jeff Koch	900 Commons Dr Ste 407	Dothan	36303-2268	334/794-6172
AL	OPR	Kevin Crisler	626 Boll Weevil Cir	Enterprise	36330-2734	334/347-4747
AL	OPR	Bob McFadden	900 S Eufaula Ave	Eufaula	36027-2608	334/687-8999
AL	OPR	Brynn Albretsen	341 Cox Creek Pkwy	Florence	35630-1539	256/764-0535
AL	OPR	Wayne Mozley	3013 S Mckenzie St	Foley	36535-3411	251/971-6505
AL	OPR	Kim Hall	1824 Glenn Blvd SW	Fort Payne	35968-3524	256/844-8384
AL	OPR	Mike Holmes	215 Howell St	Fultondale	35068-1678	205/841-1777
AL	OPR	Carol Zaharias	1008 S 4th St	Gadsden	35901-5227	256/543-7770
AL	OPR	Carter Brackett	1001 Rainbow Dr Ste 61	Gadsden	35901-5391	256/547-4447
AL	OPR	Mike Holmes	385 Fieldstown Rd	Gardendale	35071-2490	205/608-3488
AL	OPR	Bob Moore	11488 US Highway 431	Guntersville	35976-5614	256/894-8303
AL	OPR	Rodney Jackson	211 Lakeshore Pkwy	Homewood	35209-7108	205/945-6062
AL	OPR	David Jackson	1609 Montgomery Hwy	Hoover	35216-4901	205/979-9990
AL	OPR	Jeffrey Foster	5658 Grove Blvd	Hoover	35226-4608	205/989-1701
AL	OPR	Morris Jackson	2000 Riverchase Galleria Ste 158B	Hoover	35244-2325	205/987-2244
AL	OPR	Morris Jackson	3020 John Hawkins Pkwy	Hoover	35244-1011	205/987-7568
AL	OPR	Ali Holzaepfel	2801 Memorial Pkwy Sw Ste 70	Huntsville	35801-5645	256/533-9206
AL	OPR	Bryan Barlock	11820 Memorial Pkwy SW	Huntsville	35803-3304	256/650-7014
AL	OPR	Heather Adams	4751 Whitesburg Dr SE	Huntsville	35802-1632	256/880-4080
AL	OPR	Norman Dull	4733 University Dr NW	Huntsville	35816-3407	256/837-1315
AL	OPR	Scott Powers	1648 Montclair Rd	Irondale	35210-2410	205/957-2229
AL	OPR	Jason Soriano	500 Pelham Rd S	Jacksonville	36265-2706	256/782-0900
AL	OPR	Ruth Grace	1812 Highway 78 E	Jasper	35501-4038	205/221-0308
AL	OPR	Scott Robinson	1808 Ashville Rd	Leeds	35094-7508	205/699-1118
AL	OPR	Norman Dull	7885 Highway 72 W	Madison	35758-9559	256/837-7020
AL	OPR	Daniel Nance	12 N Royal St	Mobile	36602-3802	251/415-1700
AL	OPR	Darin Wynn	3244 Dauphin St	Mobile	36606-4001	251/476-0320
AL	OPR	Glenn Rosson	435 Schillinger Rd S	Mobile	36695-8911	251/639-1163
AL	OPR	Glenn Rosson	4707 Airport Blvd	Mobile	36608-3145	251/461-9933
AL	OPR	Holly Johnson	3215C Bel Air Mall	Mobile	36606-3207	251/476-8361
AL	OPR	Gary Soriano	201 Monroe St	Montgomery	36104-3735	334/293-4773

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
AL	OPR	Gary Soriano	6921 Eastchase Loop	Montgomery	36117-6876	334/271-1095
AL	OPR	Robert Eike	2682 Eastern Blvd	Montgomery	36117-1510	334/271-0104
AL	OPR	Stuart Rogers	915 Ann St	Montgomery	36107-2001	334/262-2017
AL	OPR	Luke Kyle	511 Avalon Ave	Muscle Shoals	35661-2811	256/386-5442
AL	OPR	Ashley Gill	1620 Mcfarland Blvd	Northport	35476-3259	205/330-1110
AL	OPR	Andrew Barnes	2052 Tiger Town Pkwy	Opelika	36801-5486	334/741-7112
AL	OPR	Charles Rice	6599 Highway 431 S	Owens Cross Roads	35763-9217	256/288-0007
AL	OPR	Grace Dampier	700 Quintard Dr Ste FC8	Oxford	36203-1867	256/835-1887
AL	OPR	Wade Bence	1205 AL Highway 21 S	Oxford	36203-2422	256/835-6009
AL	OPR	Constantine Zouboukos	320 Cahaba Valley Rd	Pelham	35124-1398	205/403-3223
AL	OPR	Brian Jennings	1653 Martin St N	Pell City	35125-9350	205/525-0539
AL	OPR	Todd Morgan	3711 U.S. Hwy 280	Phenix City	36867	334/214-5599
AL	OPR	Daniel Grier	1967 Cobbs Ford Rd	Prattville	36066-7290	334/365-8222
AL	OPR	Johnathan Sadlock	30500 SR 181 Suite B	Spanish Fort	36527	251/621-3020
AL	OPR	Micah Harris	75 McS Blvd	Sylacauga	35150-1139	256/245-0096
AL	OPR	Andrew Jones	1121 Highway 231 S	Troy	36081-3001	334/566-0505
AL	OPR	Bryce Donaldson	2014 McFarland Blvd E	Tuscaloosa	35404-5805	205/752-9999
AL	OPR	William Boulware	1701 McFarland Blvd E Ste 190	Tuscaloosa	35404-5833	205/553-9195
AL	OPR	William Boulware	4900 Old Greensboro Rd	Tuscaloosa	35405-3919	205/247-9980
AL	OPR	Rodney Jackson	513 Montgomery Hwy	Vestavia Hills	35216-1807	205/824-3540
AR	OPR	Mark Hufford	209 S Walton Blvd	Bentonville	72712-5701	479/273-3100
AR	OPR	Guy Parker	2232 N Reynolds Rd	Bryant	72022-2534	501/653-0404
AR	OPR	Alan Kizer	1115 E Oak St	Conway	72032-5925	501/513-1122
AR	OPR	Alan Kizer	2510 Prince St	Conway	72034-3756	501/505-8645
AR	OPR	Jim Bryant	4180 N College Ave	Fayetteville	72703-5120	479/443-0343
AR	TMP	Josh Pogue	Highway 471	Fayetteville	72703	479/443-0011
AR	OPR	Paige Frost	1369 W Martin Luther King Blvd	Fayetteville	72701-6317	479/444-6570
AR	OPR	Dean Sparks	6810 Rogers Ave	Fort Smith	72903-4068	479/484-5152
AR	OPR	Jonathan Richardson	100 Cornerstone Blvd	Hot Springs	71913-6506	501/520-0620
AR	OPR	Tyler Mitchell	1800 Red Wolf Blvd	Jonesboro	72401-5433	870/910-6611
AR	OPR	April Farage	2 Bass Pro Dr	Little Rock	72210-3055	501/455-2226
AR	OPR	Bob Paine	11525 Cantrell Rd	Little Rock	72212-1700	501/223-5111
AR	OPR	John Spenst	6000 W Markham St	Little Rock	72205-3198	501/663-0304
AR	OPR	John Spenst	6201 W Markham St	Little Rock	72205-3116	501/663-8080
AR	OPR	Josh Burnette	12500 W Markham St	Little Rock	72211-3310	501/228-0404
AR	OPR	Carter Tucker	113 Commons Dr	Maumelle	72113-7266	501/851-1810
AR	OPR	A.J. Roller	3929 McCain Blvd	North Little Rock	72116-8011	501/758-8497
AR	OPR	Dale Stock	4320 E McCain Blvd	North Little Rock	72117-2517	501/945-1818
AR	OPR	Jim Bryant	2601 W Pleasant Grove Rd	Rogers	72758-5802	479/246-0003
AR	OPR	Mark Hufford	4001 W Walnut St	Rogers	72756-1842	479/636-4664
AR	TMP	Talton Cooper	4893 W Pauline Whitaker Pkwy	Rogers	72758-5062	479/254-4004
AR	OPR	Tim Douglass	3089 E Main St	Russellville	72802-9643	479/967-0220
AR	OPR	Matthew Harbin	3683 E Race Ave	Searcy	72143-6204	501/268-0232
AZ	OPR	Bruce Ploeser	10180 W Mcdowell Rd	Avondale	85392-4841	623/907-4780
AZ	OPR	Megan Johnson	893 N Promenade Pkwy	Casa Grande	85194-5408	520/876-9001
AZ	OPR	Don Elam	2550 W Chandler Blvd	Chandler	85224-4905	480/855-1555
AZ	TMP	Gregory Petersen	2900 E Germann Rd	Chandler	85286-1404	480/812-1717
AZ	OPR	Scott Yarbrough	3871 S Arizona Ave	Chandler	85248-2701	480/895-2002
AZ	OPR	Nathan Vickroy	1000 S Milton Rd	Flagstaff	86001-6304	928/779-9111

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
AZ	OPR	Kimberly Caballero	2533 S Market St	Gilbert	85295-1300	480/814-7200
AZ	OPR	Troy Seavers	5908 W Thunderbird Rd	Glendale	85306-4140	602/283-4848
AZ	OPR	Bruce Ploeser	1466 N Dysart Rd	Goodyear	85395-2615	623/536-0241
AZ	OPR	Brandon Barrett	905 N Dobson Rd	Mesa	85201-7573	480/834-0573
AZ	OPR	Josh Lindsey	4908 S Power Rd	Mesa	85212-3602	480/988-6252
AZ	OPR	Natalie Vogel	6555 E Southern Ave Ste 2012	Mesa	85206-3725	480/981-1858
AZ	OPR	Travis Cranford	1664 S Stapley Dr	Mesa	85204-6661	480/892-9714
AZ	OPR	Leo Lichter	16657 N 83rd Ave	Peoria	85382-5807	623/878-0885
AZ	OPR	Daniel Trotter	7000 E Mayo Blvd Bldg 2	Phoenix	85054-6158	480/419-6039
AZ	OPR	David McGrew	3111 W Peoria Ave	Phoenix	85029-5207	602/595-4003
AZ	OPR	Jeff Myles	3001 W Agua Fria Fwy	Phoenix	85027-3926	623/581-3277
AZ	OPR	Lourdes Hatten	12031 N Tatum Blvd	Phoenix	85028-1605	602/923-0388
AZ	OPR	Matthew Richardson	4105 N 44th St	Phoenix	85018-4216	602/840-4566
AZ	OPR	Philip Thomas	1601 E Camelback Rd	Phoenix	85016-3901	602/264-4450
AZ	OPR	Russ Johnson	5035 E Ray Rd	Phoenix	85044-6407	480/961-6006
AZ	OPR	Stefan Bringas	7650 S 24th Street	Phoenix	85042	602/268-1257
AZ	OPR	Sarah Rodriguez	5773 E State Route 69	Prescott Valley	86314-2801	928/778-0112
AZ	OPR	Jason Purvis	20455 E Rittenhouse Rd	Queen Creek	85142-4476	480/834-0757
AZ	OPR	Chris Gammel	14995 N 87th St	Scottsdale	85260-2665	480/922-4540
AZ	OPR	Jesse Summer	10652 N 89th Pl	Scottsdale	85260-6753	480/404-6798
AZ	OPR	Chris Hall	13725 W Bell Rd	Surprise	85374-3871	623/584-7795
AZ	OPR	Brandon Barrett	25 W University Dr	Tempe	85281-3637	480/968-6899
AZ	OPR	Andres Romo-Teran	1188 W. Irvington Road	Tucson	85714	520/741-2280
AZ	OPR	Brian White	3943 W Ina Rd	Tucson	85741-2206	520/744-6269
AZ	OPR	Dave Carrell	6675 E Grant Rd	Tucson	85715-3804	520/305-4407
AZ	OPR	Jim Paine	4585 N Oracle Rd	Tucson	85705-1637	520/408-2456
AZ	OPR	Matt Hountz	3605 E Broadway Blvd	Tucson	85716-5400	520/321-4232
AZ	OPR	Mike Misenhimer	1935 E 16th St	Yuma	85365-2104	928/783-4321
CA	OPR	Philip Myers	26861 Aliso Creek Rd	Aliso Viejo	92656-3375	949/425-1685
CA	OPR	Jamie Gorostiza	2755 Grass Valley Hwy	Auburn	95603-2530	530/887-8302
CA	OPR	Carlos Mayen Solorzano	900 E Alosta Ave	Azusa	91702-2709	626/334-7600
CA	OPR	Troy Hess	5260 Stockdale Hwy	Bakersfield	93309-2646	661/327-5260
CA	OPR	Christina Hartmann	1647 E Imperial Hwy	Brea	92821-5835	714/674-0233
CA	OPR	Steve Hollins	8161 La Palma Ave	Buena Park	90620-3203	714/994-2442
CA	OPR	Kenny Schopp	3113 W Olive Ave	Burbank	91505-4540	818/841-1588
CA	OPR	Robert Hensen	18605 Gridley Rd	Cerritos	90703-5407	562/924-9408
CA	OPR	David Dinsan	3640 Grand Ave	Chino Hills	91709-1474	909/628-4000
CA	OPR	Mandy McGahee	2089 Olympic Pkwy	Chula Vista	91915-1356	619/482-6719
CA	OPR	Bob Sun	1542 S Azusa Ave	City Of Industry	91748-1603	626/581-9788
CA	OPR	Bob Sun	21550 Valley Blvd	City Of Industry	91789-5241	909/598-6300
CA	OPR	Shawn York	3555 Grand Oaks	Corona	92881-4634	951/898-0608
CA	OPR	Shawn York	450 Hidden Valley Pkwy	Corona	92879-8600	951/279-4555
CA	OPR	Justin Van Schoick	3181 Harbor Blvd	Costa Mesa	92626-2555	714/435-0145
CA	OPR	Josiah Borg	8613 Firestone Blvd	Downey	90241-5242	562/923-8866
CA	TMP	Tyler McCain	8430 Bond Rd	Elk Grove	95624-9457	916/714-0744
CA	OPR	Danny Putnam	194 N El Camino Real	Encinitas	92024-2890	760/436-2622
CA	OPR	Alyson Perry	17660 Ventura Blvd	Encino	91316-3742	818/881-8287
CA	OPR	Jordan Ciervo	1290 Auto Park Way	Escondido	92029-2232	760/738-9200
CA	OPR	Aaron Eddy	1750 Travis Blvd	Fairfield	94533-3431	707/421-9631



# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
CA	OPR	Matt Crane	2679 E Bidwell St	Folsom	95630-6404	916/817-2697
CA	OPR	Erik Baker	26792 Portola Pkwy	Foothill Ranch	92610-1712	949/699-3881
CA	OPR	Dan Kosin	5245 Mowry Ave	Fremont	94538-1056	510/608-5771
CA	OPR	Jon Hooper	5539 Auto Mall Pkwy	Fremont	94538-5128	510/353-1678
CA	OPR	Peter Marthedal	765 E Shaw Ave	Fresno	93710-7705	559/226-1967
CA	OPR	Sonja Middleton	8040 N Blackstone Ave	Fresno	93720-1544	559/432-3622
CA	OPR	Rick Cordy	151 E Orangethorpe Ave	Fullerton	92832-3016	714/278-9888
CA	OPR	Carlos Mayen Solorzano	1247 S Lone Hill Ave	Glendora	91740-4507	909/394-3000
CA	OPR	Wade Roepke	4040 Douglas Blvd	Granite Bay	95746-5900	916/773-0737
CA	OPR	Craig Takata	4127 Campus Dr	Irvine	92612-2645	949/725-0230
CA	OPR	Jarrod McBride	13490 Jamboree Rd	Irvine	92602-2308	714/730-9100
CA	OPR	Jeremy Starnes	6428 Irvine Blvd	Irvine	92620-2104	949/551-4232
CA	OPR	Thomas Purtell	1801 W Imperial Hwy	La Habra	90631-6969	562/398-4176
CA	OPR	Rick Preciado	8200 Parkway Dr	La Mesa	91942-2406	619/465-4812
CA	OPR	Chris Schivley	14303 Firestone Blvd	La Mirada	90638-5536	714/521-5400
CA	OPR	Beth Scott	24011 El Toro Rd	Laguna Hills	92653-3103	949/458-3544
CA	OPR	Mark Howery	28201 Crown Valley Pkwy	Laguna Niguel	92677-1461	949/448-8447
CA	OPR	Cameron Goettsche	18601 Dexter Ave	Lake Elsinore	92532-2241	951/471-1123
CA	OPR	Robert Hensen	4895 Candlewood St	Lakewood	90712-1832	562/408-2543
CA	OPR	John Howard	7681 Carson Blvd	Long Beach	90808-2367	562/425-4232
CA	OPR	Kristie Bergstrom	4401 E Pacific Coast Hwy	Long Beach	90804-2117	562/494-7310
CA	OPR	Andrew Park	3758 S Figueroa St	Los Angeles	90007-4315	213/747-8721
CA	OPR	Ashley Lamothe	660 S Figueroa St, Suite #100	Los Angeles	90017-3442	213/624-2000
CA	OPR	Eric Kim	900 Westwood Blvd	Los Angeles	90024-2905	310/443-8900
CA	OPR	Erica Hartfield	2310 S La Cienega Blvd	Los Angeles	90034-1610	310/845-7020
CA	OPR	Jeremiah Cillpam	6750 W Sunset Blvd	Los Angeles	90028-7117	323/464-2455
CA	OPR	Julian Hollar	11750 Jefferson Blvd	Los Angeles	90230-6308	310/391-8364
CA	OPR	Robert Peterson	10250 Santa Monica Blvd Ste FC4	Los Angeles	90067-6482	310/557-9661
CA	OPR	Morris Li	5000 Market Place Dr	Monterey Park	91755-7426	323/726-6801
CA	OPR	Jenny Jones	24794 Madison Ave	Murrieta	92562-9726	951/677-5173
CA	OPR	Michael Gonzales	400 Mile of Cars Way	National City	91950-8536	619/505-9103
CA	OPR	Julie Thornsberry	401 Newport Center Dr Ste A108	Newport Beach	92660-6963	949/719-0664
CA	OPR	Mandy Cooper	18521 Devonshire St	Northridge	91324-1308	818/741-1234
CA	OPR	Mandy Cooper	8875 Tampa Ave	Northridge	91324-3520	818/882-3106
CA	OPR	Farid Khansarinia	12555 Imperial Hwy	Norwalk	90650-3136	562/466-0000
CA	OPR	Danny Goepf	35 Rowland Way	Novato	94945-5001	415/897-7710
CA	OPR	Adam Hoffman	3475 Marron Rd	Oceanside	92056-4673	760/576-3128
CA	OPR	Ryan Osbrink	4350 Ontario Mills Pkwy	Ontario	91764-5106	909/481-5730
CA	OPR	Larry Worsham	2575 N Tustin St	Orange	92865-3002	714/685-1707
CA	OPR	Matt Ellenberg	2040 N Rose Ave	Oxnard	93036-5052	805/988-9232
CA	OPR	Randall Brookshire	732 W Rancho Vista Blvd	Palmdale	93551-3713	661/947-7700
CA	OPR	Adaobi Gwacham	1700 E Colorado Blvd	Pasadena	91106-2115	626/793-7636
CA	OPR	C.R. May	9001 Whittier Blvd	Pico Rivera	90660-2409	562/239-2445
CA	OPR	Aaron Clifford	5785 Johnson Dr	Pleasanton	94588-8002	925/331-8384
CA	OPR	Jason Dyer	13464 Poway Rd	Poway	92064-4714	858/668-3434
CA	OPR	Liviu Vizitiu	2354 Sunrise Blvd	Rancho Cordova	95670-4343	916/853-9100
CA	OPR	Corey Braun	12190 Foothill Blvd	Rancho Cucamonga	91739-9335	909/899-4707
CA	OPR	William Crum	27520 W Lugonia Ave	Redlands	92374-2017	909/307-8719
CA	OPR	Jeremy Simpson	1919 Artesia Blvd	Redondo Beach	90278-2907	310/697-3339

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
CA	OPR	Dave Rodriguez	1150 West Renaissance Parkway	Rialto	92376	909/301-4715
CA	OPR	Jason Molinari	2885 Canyon Springs Pkwy	Riverside	92507-0907	951/656-6503
CA	OPR	Justin Beard	3640 Central Ave	Riverside	92506-5902	951/300-2029
CA	OPR	Jas Bains	5080 Redwood Dr	Rohnert Park	94928-7905	707/585-7462
CA	OPR	Ben Lavin	912 Pleasant Grove Blvd	Roseville	95678-6126	916/773-5558
CA	OPR	Eric Mason	4644 Madison Ave	Sacramento	95841-2515	916/344-0100
CA	OPR	Grayson Tanner	8104 Delta Shores Cir S	Sacramento	95832-9100	916/665-2481
CA	OPR	Joshua Paul	2101 Alta Arden Expy	Sacramento	95825-2221	916/922-2814
CA	OPR	Eric Zuidema	17115 Camino Del Sur	San Diego	92127-2536	858/759-1865
CA	OPR	Gage Mercer	5323 Mission Center Rd	San Diego	92108-1301	619/291-1105
CA	OPR	Glenn Murdock	5955 Balboa Ave	San Diego	92111-2711	858/277-3333
CA	OPR	Jared Ciervo	9370 Scranton Rd	San Diego	92121-1752	858/450-4417
CA	OPR	Matt Hughes	3570 Sports Arena Blvd	San Diego	92110-4919	619/758-1555
CA	OPR	Mike Weeks	11670 Carmel Mountain Rd	San Diego	92128-4621	858/613-0573
CA	OPR	Tyler Lunn	10750 Camino Ruiz	San Diego	92126-2305	858/566-7800
CA	OPR	Josh Mott	1162 Blossom Hill Rd	San Jose	95118-3113	408/978-7705
CA	OPR	Shannon Balderas	2280 Monterey Hwy	San Jose	95112-6014	408/975-6102
CA	OPR	Will Wong	53 Headquarters Dr	San Jose	95134-1357	408/526-0600
CA	OPR	Jordan Ciervo	587 Grand Ave	San Marcos	92078-1234	760/736-8105
CA	OPR	Tony Stewart	3601 S Bristol St	Santa Ana	92704-7301	714/540-0020
CA	TMP	Simeon MacDonald	3707 State St	Santa Barbara	93105-3103	805/687-0450
CA	OPR	Joe Cho	1950 El Camino Real	Santa Clara	95050-4161	408/551-0201
CA	OPR	Tom Williams	24180 Magic Mountain Pkwy	Santa Clarita	91355-3914	661/799-3663
CA	OPR	Joey Hickox	605 E Betteravia Rd	Santa Maria	93454-7025	805/347-1044
CA	OPR	Adam Smith	2207 Lincoln Blvd	Santa Monica	90405-1320	310/392-0160
CA	OPR	Chris Medford	1452 Mendocino Ave	Santa Rosa	95401-4314	707/542-2456
CA	OPR	Kyle Steck	9418 Mission Gorge Rd	Santee	92071-3847	619/562-0774
CA	OPR	Scott Carr	12101 Seal Beach Blvd	Seal Beach	90740-2633	562/430-3060
CA	OPR	Josh Alexander	2460 Sycamore Dr	Simi Valley	93065-2302	805/297-3252
CA	OPR	April Farage	2628 W March Ln	Stockton	95207-6523	209/477-5936
CA	OPR	Arnold Chong	550 W El Camino Real	Sunnyvale	94087-1210	408/830-9940
CA	OPR	Jim Toth	40531 Margarita Rd	Temecula	92591-2859	951/296-6467
CA	OPR	Josh Young	449 N Moorpark Rd	Thousand Oaks	91360-3706	805/379-1611
CA	OPR	Erwin Arevalo	21821 Hawthorne Blvd	Torrance	90503-7003	310/542-4636
CA	OPR	Jeremy Simpson	18200 Hawthorne Blvd	Torrance	90504-4509	310/371-7320
CA	OPR	Peter Brakke	2889 Park Ave	Tustin	92782-2711	714/258-1400
CA	OPR	Ed Hawkins	1949 N Campus Ave	Upland	91784-1667	909/931-7123
CA	TMP	Allie Stephenson	2081 Harbison Dr	Vacaville	95687-3911	707/447-1269
CA	OPR	Ignacio Eraso	1191 Admiral Callaghan Ln	Vallejo	94591-3701	707/648-7001
CA	OPR	Amanda Halligan	4050 Lincoln Blvd	Venice	90292-5614	310/301-3330
CA	OPR	Robert Shaffer	1321 Eastman Ave	Ventura	93003-6467	805/339-0977
CA	OPR	Brent Allen	2750 N Main St	Walnut Creek	94597-2732	925/295-0780
CA	OPR	Rudy Neal	6400 Fallbrook Ave	West Hills	91307-3553	747/226-3434
CA	OPR	Steven Richardson	3771 E Thousand Oaks Blvd	Westlake Village	91362-3607	805/379-0790
CA	OPR	Blake Wohlgemuth	16388 Beach Blvd	Westminster	92683-7858	714/847-3847
CA	OPR	Thomas Purtell	15600 Whittier Blvd	Whittier	90603-1371	562/902-1550
CA	OPR	David Salinas	22450 Old Canal Rd	Yorba Linda	92887-4638	714/685-9400
CO	OPR	Jonathan Lovette	5236 Wadsworth Byp	Arvada	80002-3730	303/420-3000
CO	OPR	Sheri O'Leary	7809 Wadsworth Blvd	Arvada	80003-2107	303/456-1700

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
CO	OPR	Jeremiah Heiser	14200 E Alameda Ave Unit 2062	Aurora	80012-2512	303/364-8601
CO	OPR	Karen Arangua	14310 E Alameda Ave	Aurora	80012-2520	303/366-0779
CO	OPR	Matt Williams	3444 N Salida Ct	Aurora	80011-5029	720/990-8100
CO	OPR	Scott Amole	5600 S Parker Rd	Aurora	80015-1110	303/766-9170
CO	OPR	Shane Weeks	24400 E Smoky Hill Rd	Aurora	80016-1385	303/690-4110
CO	OPR	Tate Smith	1198 S Havana St	Aurora	80012-4008	303/745-7872
CO	OPR	Vickie Halbritter	2035 Prairie Center Pkwy	Brighton	80601-7015	303/655-1404
CO	OPR	Joe Weber	346 Metzler Dr	Castle Rock	80108-7682	303/660-0999
CO	OPR	Joe Weber	6353 Promenade Pkwy	Castle Rock	80108-1923	303/663-7359
CO	OPR	Michael Clancey	6907 S University Blvd Ste 201	Centennial	80122-1516	303/795-0049
CO	OPR	Adam Bridge	1710 Briargate Blvd Ste 456	Colorado Springs	80920-3462	719/593-9493
CO	OPR	Colby Webb	750 Citadel Dr E Ste 2252	Colorado Springs	80909-5325	719/596-2786
CO	OPR	Jim Andersen	1620 S Nevada Ave	Colorado Springs	80905-2222	719/632-6376
CO	OPR	Randy Watson	575 Garden of the Gods Rd	Colorado Springs	80907-3501	719/531-7320
CO	OPR	Rob Taylor	3710 Bloomington St	Colorado Springs	80922-3200	719/596-3577
CO	OPR	Rob Taylor	5905 Dublin Blvd	Colorado Springs	80923-7474	719/597-6008
CO	OPR	Ryan Saxby	7990 N Academy Blvd	Colorado Springs	80920-3902	719/598-4646
CO	OPR	Trace Gutteridge	391 Spectrum Loop	Colorado Springs	80921-3800	719/487-9790
CO	OPR	Caleb Easthon	7785 E Hampden Ave	Denver	80231-4806	303/755-4000
CO	OPR	Daniel Andrews	2710 S Colorado Blvd	Denver	80222-6602	303/757-4320
CO	OPR	Jason Sutton	3601 Quebec St	Denver	80207-1605	303/355-2221
CO	OPR	Kevin Brock	3725 E Colfax Ave	Denver	80206-1810	303/377-1117
CO	OPR	Kris Wellmaker	430 S Colorado Blvd	Denver	80246-1207	303/333-3828
CO	OPR	Scott Wehn	10280 Federal Blvd	Denver	80260-6171	720/887-1676
CO	OPR	Dan Courtois	1901 Sheridan Blvd	Edgewater	80214-1325	303/274-3699
CO	OPR	Jeremy Wilson	3085 S Broadway	Englewood	80113-1528	303/781-1115
CO	OPR	Stevan Stein	3605 S College Ave	Fort Collins	80525-3009	970/377-9644
CO	OPR	Kyle Morgan	7925 Fountain Mesa Rd	Fountain	80817-1535	719/312-3123
CO	OPR	Joe Walsh	522 Bogart Ln	Grand Junction	81505-7113	970/241-0352
CO	OPR	Ken Rotramel	4555 Centerplace Dr	Greeley	80634-3757	970/330-4421
CO	OPR	Craig Goettsche	9331 E Arapahoe Rd	Greenwood Village	80112-3606	303/706-0106
CO	OPR	Azim Khan	950 Cpl Max Donahue Ln	Highlands Ranch	80129-2312	303/470-1300
CO	OPR	Chris Brock	3700 E Highlands Ranch Pkwy	Highlands Ranch	80126-7804	303/346-0010
CO	OPR	Frank Johnson	14730 W. Colfax Avenue	Lakewood	80401-3200	303/271-1131
CO	OPR	Matt Zuschlag	565 S Vance St	Lakewood	80226-3308	303/927-6303
CO	OPR	John Barker	5260 S Wadsworth Blvd	Littleton	80123-2226	720/922-1999
CO	OPR	Lauren Plain	7301 S Santa Fe Dr Unit 900	Littleton	80120-2976	303/797-9564
CO	OPR	Lauren Plain	9976 W Remington Pl	Littleton	80128-9282	720/922-2070
CO	OPR	Doug Jacobson	8515 Park Meadows Center Dr	Lone Tree	80124-5012	303/706-9500
CO	OPR	Doug Jacobson	9091 Westview Rd	Lone Tree	80124-5134	303/706-9595
CO	OPR	Brent Gooch	215 Ken Pratt Blvd	Longmont	80501-8991	303/772-9642
CO	OPR	Todd Orlando	1545 Rocky Mountain Ave	Loveland	80538-8715	970/593-0044
CO	OPR	Don Griffin	9335 Crown Crest Blvd	Parker	80138-8573	303/805-8575
CO	OPR	Sydney Miller	1535 W US Highway 50	Pueblo	81008-1643	719/424-3838
CO	OPR	Jeremy Wilson	4090 River Point Pkwy	Sheridan	80110-3316	303/781-0264
CO	OPR	Nathan Anderson	2580 Coalton Rd	Superior	80027-4632	303/410-7050
CO	OPR	Barrie Goettsche	16670 Washington St	Thornton	80023-8963	303/450-3322
CO	OPR	Scott Wehn	1301 E 120th Ave	Thornton	80233-5714	720/889-1471
CO	OPR	Stevan Stein	4531 Weitzel St Timnath CO80547	Timnath	80547-4417	970/482-4183

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
CO	OPR	Wes Yahara	14275 Orchard Pkwy	Westminster	80023-9278	303/280-9687
CT	OPR	Devon Scanlon	156 Federal Rd	Brookfield	06804-2515	203/775-7976
CT	OPR	Rich Beattie	7 Backus Ave	Danbury	06810-7422	203/796-1037
CT	OPR	Steve LaVoye	25 Hazard Ave	Enfield	06082-3725	860/253-0469
CT	OPR	Jordan Snook	2941 Main St	Glastonbury	06033-1028	860/633-0800
CT	OPR	Bobbi Stewart	3240 Berlin Tpke	Newington	06111-4628	860/665-0048
CT	OPR	Sarah Gaudiano	560 Universal Dr N	North Haven	06473-3175	203/234-0300
CT	OPR	Archer Bullock	467 Connecticut Ave	Norwalk	06854-1710	203/831-0196
CT	OPR	Mike Hartman	801 Queen St	Southington	06489-1507	860/276-0500
CT	OPR	Todd Langston	1098 N Colony Rd	Wallingford	06492-1728	203/265-4747
CT	OPR	Daryl Jackson	509 New Park Ave	West Hartford	06110-1326	860/461-1691
DC	OPR	Alan Thompson	3100 14th St NW	Washington	20010-2415	202/986-3290
DC	OPR	Earl Ishmal	1401 Maryland Ave NE	Washington	20002-5036	202/388-3500
DC	OPR	Jessie Chesson	2410 Market St NE	Washington	20018-3851	202/832-0528
DC	OPR	Kristen McCray	4505 Wisconsin Ave NW	Washington	20016-4619	202/244-4514
DE	OPR	Adam Marcus	1101 Quintilio Dr	Bear	19701-6003	302/834-4816
DE	OPR	Ron DiFava	4044 S Dupont Hwy	Camden	19934-1370	302/697-6150
DE	OPR	Mary Johnson	1440 N Dupont Hwy	Dover	19901-2213	302/736-5226
DE	OPR	Kevin Wood	701 S Ridge Ave	Middletown	19709-4653	302/376-7700
DE	OPR	Chris Hobert	698 N Dupont Blvd # C	Milford	19963-1002	302/422-8825
DE	OPR	Tim Sweetman	30141 Commerce Dr	Millsboro	19966-3591	302/648-3221
DE	OPR	Adam Marcus	204 Christiana Mall	Newark	19702-3204	302/737-3200
DE	OPR	Luke Trader	4657 Ogletown Stanton Rd	Newark	19713-2006	302/737-3400
DE	OPR	Zach Hayes	19531 Coastal Hwy	Rehoboth Beach	19971-6139	302/212-2170
DE	OPR	Mike Vonhof	22932 Sussex Hwy	Seaford	19973-5868	302/628-3003
DE	OPR	Mike Peterson	4737 Concord Pike Ste 760	Wilmington	19803-1452	302/478-7763
FL	OPR	Frank Yurchak	234 W State Road 436	Altamonte Springs	32714-4202	407/786-2274
FL	OPR	Tyler Burkhead	451 E Altamonte Dr	Altamonte Springs	32701-4613	407/834-6669
FL	OPR	Britt Ratledge	3050 E Semoran Blvd	Apopka	32703-5940	407/865-7071
FL	OPR	Paul Kiedis	6000 Glades Rd Ste 1166C	Boca Raton	33431-7255	561/347-1622
FL	OPR	Justin Mize	1560 W Boynton Beach Blvd	Boynton Beach	33436-4602	561/752-0790
FL	OPR	Jonathan Ith	5206 73rd Ln E	Bradenton	34203-8912	941/751-9993
FL	OPR	Nathan Hoeksema	4573 14th St W	Bradenton	34207-1429	941/727-7313
FL	OPR	Dawn Redmon	519 Brandon Town Center Mall	Brandon	33511-4725	813/654-6769
FL	OPR	Jeff Jones	1504 E Brandon Blvd	Brandon	33511-5625	813/661-2300
FL	OPR	Paul Holmberg	11325 Causeway Blvd	Brandon	33511-2904	813/655-1237
FL	OPR	John Mitten	13143 Cortez Blvd	Brooksville	34613-7802	352/596-2826
FL	OPR	Billy Cossette	1790 Ne Pine Island Rd	Cape Coral	33909-1734	239/242-8748
FL	OPR	Ricardo Sanchez	15801 N Dale Mabry Hwy	Carrollwood	33618-1646	813/269-0717
FL	OPR	Gus Mir	3423 Ulmerton Rd	Clearwater	33762-4216	727/572-7775
FL	OPR	Heather Matuszek	27001 US Highway 19 N Ste 2089	Clearwater	33761-3411	727/796-0667
FL	OPR	Russ Voor	2516 Gulf To Bay Blvd	Clearwater	33765-4411	727/723-1992
FL	OPR	Russ Voor	2525 Countryside Boulevard	Clearwater	33761	727/791-1808
FL	OPR	Andrew Gaddie	644 US Highway 27	Clermont	34714-8908	352/243-2909
FL	OPR	Rocky DeStefano	16110 Hammock Ridge Road	Clermont	34711	352/241-8680
FL	OPR	Rocky DeStefano	2585 E Highway 50	Clermont	34711-6051	352/241-7076
FL	OPR	Samuel Poeana	1341 N University Dr	Coral Springs	33071-8316	954/753-0779
FL	OPR	Kyle Schisler	3000 S Ferdon Blvd	Crestview	32536-8477	850/398-6995
FL	OPR	Justin Kranitz	43568 Highway 27	Davenport	33837-6812	863/420-6700

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
FL	OPR	Felix Hodges	1900 S University Dr	Davie	33324-5849	954/472-1123
FL	OPR	Scott Fitzpatrick	15990 SW 41st St	Davie	33331-1544	954/384-5113
FL	OPR	Chris Kirby	100 N Williamson Blvd	Daytona Beach	32114-7129	386/252-8232
FL	OPR	Brent Baillio	3648 W Hillsboro Blvd	Deerfield Beach	33442-9405	954/570-0404
FL	OPR	Jamey Vance	2295 South Woodland Boulevard	Deland	32720	386/738-0062
FL	OPR	Susan Leffert	1800 S Federal Hwy	Delray Beach	33483-3311	561/265-0321
FL	OPR	Tripp Hill	1063 Highway 98 E	Destin	32541-2901	850/654-5534
FL	OPR	Victor Zaldivar	3995 Nw 107th Ave	Doral	33178-1878	305/593-7881
FL	OPR	Allan Bradburn	21900 S Tamiami Trl	Estero	33928-3231	239/498-8700
FL	OPR	Billy McClarnon	80 Oxford Rd	Fern Park	32730-2103	321/444-6536
FL	OPR	Cary Arnold	1541 County Road 220	Fleming Island	32003-7926	904/264-3644
FL	OPR	Rolando Justiniano	2650 N Federal Hwy	Fort Lauderdale	33306-1422	888/582-8121
FL	OPR	Bruce Adkins	4752 Colonial Blvd	Fort Myers	33966-1034	239/936-6317
FL	OPR	Kevin van der Kooy	9980 Interstate Commerce Dr	Fort Myers	33913-8260	239/437-4800
FL	OPR	Steve Bishop	13610 S Tamiami Trl	Fort Myers	33912-1624	239/433-9030
FL	OPR	Sean Sanz	5560 Okeechobee Rd	Fort Pierce	34947-5316	833/588-2699
FL	OPR	Matthew Sexton	743 Beal Pkwy NW	Fort Walton Beach	32547-3045	850/315-2697
FL	OPR	Karyna Kaufmann	1340 W University Ave	Gainesville	32603-1977	352/376-4000
FL	OPR	Ray Holloway, III	3938 SW Archer Rd	Gainesville	32608-2342	352/373-9988
FL	OPR	Will Allen	6419 W Newberry Rd Ste G8	Gainesville	32605-4390	352/331-6691
FL	OPR	Nicole Mocerri	6275 Lantana Rd	Greenacres	33463-6714	561/296-4689
FL	OPR	John Stopper	310 Gulf Breeze Pkwy	Gulf Breeze	32561-4492	850/932-5400
FL	OPR	Chuck Campbell	14020 Lunar Dr	Jacksonville	32218-7241	904/757-1430
FL	OPR	Darrell Crawford	4495 Roosevelt Blvd Ste 601	Jacksonville	32210-3375	904/387-1322
FL	OPR	Eric Gillis	3280 Oak Bluff Ln	Jacksonville	32257-6221	904/292-4668
FL	OPR	Jack Brown	4461 Southside Blvd	Jacksonville	32216-5402	904/646-9333
FL	OPR	Jeff Bucy	4625 Town Center Pkwy	Jacksonville	32246-7400	904/928-9498
FL	OPR	Jeff Wier	13672 Beach Blvd	Jacksonville	32224-1206	904/992-2232
FL	OPR	Joe Mayo	9630 Applecross Rd	Jacksonville	32222-5818	904/908-4488
FL	OPR	Joel Parker	10300 Southside Blvd Ste 310	Jacksonville	32256-0746	904/363-1144
FL	OPR	Joel Parker	9980 Southside Blvd	Jacksonville	32256-0783	904/519-0505
FL	OPR	Marinus Storm	7147 Philips Hwy	Jacksonville	32256-6801	904/281-1000
FL	OPR	Melinda Sowers	13375 Atlantic Blvd	Jacksonville	32225-5569	904/221-0067
FL	OPR	Robert Kramer	9398 Atlantic Blvd	Jacksonville	32225-8219	904/724-4828
FL	OPR	Todd Coleman	590 Marsh Landing Pkwy	Jacksonville Beach	32250-5850	904/280-0255
FL	OPR	Nathan Buchanan	3278 NW Federal Hwy	Jensen Beach	34957-4442	772/692-2322
FL	OPR	Dave Koepsell	6050 W Irla Bronson Memorial Hwy	Kissimmee	34747-4515	407/566-9808
FL	OPR	Matt Beach	7891 W Irla Bronson Memorial Hwy	Kissimmee	34747-1739	407/787-4001
FL	OPR	Renato Nascimento	4450 W Vine St	Kissimmee	34746-5315	407/787-3332
FL	OPR	Tim Lytle	3286 N John Young Pkwy	Kissimmee	34741-7549	407/935-0102
FL	OPR	Michael Sexton	3200 W US Highway 90	Lake City	32055-4723	386/438-5549
FL	OPR	Steven Schriber	4420 W Lake Mary Blvd	Lake Mary	32746-3351	407/333-8875
FL	OPR	Neil Hannon	1262 Northlake Blvd	Lake Park	33403-2050	561/842-5805
FL	OPR	Gabe Porrata	3800 US Highway 98 N Ste 692	Lakeland	33809-3828	863/859-4444
FL	OPR	Scott Brickhouse	4132 US Highway 98 N	Lakeland	33809-3831	863/940-2828
FL	OPR	Scott Brickhouse	4625 S Florida Ave	Lakeland	33813-2123	863/607-9300
FL	OPR	Evan Hooper	10075 Ulmerton Rd	Largo	33771-4241	727/586-2556
FL	OPR	Britt Young	2349 Sun Vista Dr	Lutz	33559-6813	813/909-0953
FL	OPR	Bryan Watson	1700 W New Haven Ave Ste 407	Melbourne	32904-3985	321/984-0637

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
FL	OPR	Mike Urso	3865 N Wickham Rd	Melbourne	32935-2310	321/433-5866
FL	OPR	Mike Urso	8300 N Wickham Rd	Melbourne	32940-7969	321/751-0801
FL	OPR	Scott Washburn	835 Palm Bay Rd NE	Melbourne	32904-8400	321/733-7110
FL	OPR	Ben Bryant	777 E Merritt Island Cswy	Merritt Island	32952-3576	321/454-3974
FL	OPR	Kersh Peterson	785 E Merritt Island Cswy	Merritt Island	32952-3516	321/765-9877
FL	OPR	Justin Lindsey	7535 N Kendall Dr Ste 1440A	Miami	33156-7881	305/661-1173
FL	OPR	Mauricio Leon	9301 W Flagler St	Miami	33174-2407	305/553-5497
FL	OPR	Tony Sampayo	16100 NW 57th Ave	Miami Lakes	33014-6715	305/512-4501
FL	OPR	Joe Mayo	1710 Blanding Blvd	Middleburg	32068-3836	904/291-8220
FL	OPR	Jude Hodges	3211 Sw 160th Ave	Miramar	33027-4215	954/433-3890
FL	OPR	Mike Ricks	52 Scenic Gulf Dr	Miramar Beach	32550-4929	850/654-0064
FL	OPR	Rick Powell	17240 Us Highway 441	Mount Dora	32757-6712	352/385-0046
FL	OPR	Chip Hudson	1874 Tamiami Trl N Spc FC-7	Naples	34102-4813	239/263-2678
FL	OPR	P.J. Rodriguez	5825 Airport Pulling Rd N	Naples	34109-2029	239/594-9777
FL	OPR	Robb Schiefer	1348 John Sims Pkwy E	Niceville	32578-2208	850/279-6070
FL	OPR	Debbie Machtel	3100 Sw College Rd	Ocala	34474-7446	352/237-1576
FL	OPR	Jeremy Williams	3445 SW College Rd	Ocala	34474-4429	352/854-2866
FL	OPR	Sidge Boast	10620 W Colonial Dr	Ocoee	34761-2902	407/654-0904
FL	OPR	Bill Fink	3740 Tampa Rd	Oldsmar	34677-6306	813/925-0117
FL	OPR	Jamey Vance	1141 Saxon Blvd	Orange City	32763-8470	386/774-8625
FL	OPR	Craig Phillips	1925 Wells Rd	Orange Park	32073-2326	904/541-1111
FL	OPR	Jason Walker	1910 Wells Rd	Orange Park	32073-6771	904/269-2210
FL	TMP	Blake Burnette	4200 Conroy Rd Ste 245	Orlando	32839-2449	407/226-9949
FL	OPR	Eric Johnson	4752 S Kirkman Rd	Orlando	32811-3643	407/295-9034
FL	OPR	Henry Dixon, Jr	2448 E Colonial Dr	Orlando	32803-5027	407/896-0350
FL	OPR	Jed Vaughn	633 N Alafaya Trl	Orlando	32828-7045	407/281-8897
FL	OPR	Joe Addeo	7333 W Sand Lake Rd	Orlando	32819-5263	407/370-9295
FL	OPR	Jose Segarra	11350 University Blvd	Orlando	32817-2107	407/737-0003
FL	OPR	Larry Smith	2885 S Orange Ave	Orlando	32806-5403	407/423-4933
FL	OPR	Melanie Holland	8673 Summit Centre Way	Orlando	32810-5908	407/475-0522
FL	OPR	Mick Fish	6350 S Semoran Blvd	Orlando	32822-3205	407/816-0032
FL	OPR	Rick Rapson	1800 Sand Lake Rd	Orlando	32809-7630	407/856-0106
FL	OPR	Rock Guarisco	13448 State Road 535	Orlando	32821-6316	407/827-7032
FL	OPR	Tim Lytle	13085 S Orange Blossom Trl	Orlando	32837-6596	407/251-4612
FL	OPR	James Wood	1464 W Granada Blvd	Ormond Beach	32174-5919	386/673-6424
FL	OPR	Charlie Fish	32 E Mitchell Hammock Rd	Oviedo	32765-9783	407/365-7657
FL	OPR	Kyle Weston	1610 Oviedo Mall Blvd	Oviedo	32765-7479	407/977-5698
FL	OPR	Mark Nicholson	5023 Highway 90	Pace	32571-1503	850/994-9095
FL	OPR	Scott Washburn	1130 Malabar Rd SE	Palm Bay	32907-3253	321/499-4630
FL	OPR	Brittany Ainsworth	3101 Pga Blvd Ste L209	Palm Beach Garden	33410-2816	561/624-0144
FL	OPR	Glen Efford	1000 Palm Coast Pkwy NW	Palm Coast	32137-4722	386/445-0399
FL	OPR	Dan Metzger	32800 US Highway 19 N	Palm Harbor	34684-3115	727/786-8545
FL	OPR	Don Adams	2275 Martin Luther King Jr Blvd	Panama City	32405-5320	850/640-3760
FL	OPR	Don Adams	900 W 23rd St	Panama City	32405-3927	850/481-1311
FL	OPR	Walt Rose	11428 Panama City Beach Pkwy	Panama City	32407-2453	850/234-9540
FL	OPR	Walt Rose	401 N Tyndall Pkwy	Panama City	32404-6126	850/872-1512
FL	OPR	Elias Feliz	11401 Pines Blvd Ste 466	Pembroke Pines	33026-4105	954/430-5993
FL	OPR	Nick Cristantiello	12203 Pines Blvd	Pembroke Pines	33026-4119	954/392-9766
FL	OPR	Doug Bizerra	5020 Bayou Blvd	Pensacola	32503-2504	850/484-5521

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
FL	OPR	Kathy Worley	5100 N 9th Ave Rm J-928	Pensacola	32504-8735	850/477-7979
FL	OPR	Robert Barnes	1757 E Nine Mile Rd	Pensacola	32514-5729	850/484-4885
FL	OPR	Scott Fraser	510 N Navy Blvd	Pensacola	32507-2012	850/455-6100
FL	OPR	Gus Mir	7020 Us Highway 19 N	Pinellas Park	33781-4601	727/525-7171
FL	OPR	Jennifer Austin	8000 W Broward Blvd Ste 5005	Plantation	33388-0007	954/476-9425
FL	OPR	Efraim Silva	2250 N Federal Hwy	Pompano Beach	33062-1006	954/943-5855
FL	OPR	Edward Leslie	1814 Tamiami Trl	Port Charlotte	33948-1043	941/766-6106
FL	OPR	Shan Queen	1761 Dunlawton Ave	Port Orange	32127-4757	386/767-3377
FL	OPR	Jimmy Cristantiello	1611 NW St Lucie W Blvd	Port Saint Lucie	34986	772/204-2653
FL	OPR	Wayne Efford	1752 US Highway 1 S	Saint Augustine	32084-6016	904/810-2201
FL	OPR	Jason Whitfield	4360 13th St	Saint Cloud	34769-6723	407/891-6985
FL	OPR	Brittany Cofield	2257 Tyrone Sq	Saint Petersburg	33710-3950	727/381-2066
FL	OPR	David Neely	4241 4th St N	Saint Petersburg	33703-4724	727/502-9402
FL	OPR	Laurie Harris	2471 Tyrone Blvd N	Saint Petersburg	33710-3900	727/343-8645
FL	OPR	Tony Menendez	4623 Gulf Blvd	Saint Petersburg	33706-2405	727/367-7038
FL	OPR	Chris Redmon	260 Towne Center Cir	Sanford	32771-7409	407/328-0035
FL	OPR	Steve Carroll	4590 W State Road 46	Sanford	32771-9009	407/878-6385
FL	OPR	James Young	5330 Clark Rd	Sarasota	34233-3227	941/926-1055
FL	OPR	Kevin Miller	8201 S Tamiami Trl	Sarasota	34238-2966	941/924-5005
FL	OPR	Rick Michaels	8420 S Tamiami Trl	Sarasota	34238-2936	941/966-0024
FL	OPR	Tricia Mangrum	5384 Fruitville Rd	Sarasota	34232-6401	941/342-6168
FL	OPR	Gary Malanowski	10790 Park Blvd	Seminole	33772-5419	727/398-0777
FL	OPR	Nathan Buchanan	2930 SE Federal Hwy	Stuart	34994-5740	772/223-5442
FL	OPR	Alberto Eyzaguirre	12600 W Sunrise Blvd	Sunrise	33323-2916	954/846-1870
FL	OPR	David Wilson	1500 Apalachee Pkwy Ste 1040	Tallahassee	32301-3053	850/878-1578
FL	OPR	Steve Elyea	3101 Capital Cir NE	Tallahassee	32308-3705	850/531-0720
FL	OPR	Steve Elyea	3455 Bannerman Rd	Tallahassee	32312-7005	850/668-0138
FL	OPR	Terrial Lamm	2308 Apalachee Pkwy	Tallahassee	32301-4922	850/878-7095
FL	OPR	Terry Widener	1775 W Tennessee St	Tallahassee	32304-3436	850/224-2112
FL	OPR	Terry Widener	2136 N Monroe St	Tallahassee	32303-4730	850/385-0599
FL	OPR	Javier Laguna	8190 W Commercial Blvd	Tamarac	33351-4328	954/741-9395
FL	OPR	Art Grossman	2223 N West Shore Blvd Ste FC202	Tampa	33607-7222	813/354-8100
FL	OPR	Art Grossman	609 S Dale Mabry Hwy	Tampa	33609-3948	813/873-1938
FL	OPR	Bob Clifton	3019 Cove Bend Dr	Tampa	33613-2730	813-866-7766
FL	OPR	Carlos Brito	2551 N Dale Mabry Hwy	Tampa	33607-2408	813/450-1832
FL	OPR	Denis Spradlin	2811 E Fowler Ave	Tampa	33612-6210	813/631-5110
FL	OPR	Dustin LaChance	3678 W Gandy Blvd	Tampa	33611-2608	813/831-4203
FL	OPR	Jason Dittman	6299 W Waters Ave	Tampa	33634-1100	813/880-0808
FL	OPR	Jason Dittman	8019 Citrus Park Town Center Mall	Tampa	33625-3180	813/926-4888
FL	OPR	Jim Gibson, III	17513 Bruce B Downs Blvd	Tampa	33647-3211	813/977-2659
FL	OPR	Matt Chippeaux	241 Westshore Plz # A	Tampa	33609-1810	813/286-0534
FL	OPR	Denis Spradlin	5302 E Fowler Ave	Temple Terrace	33617-2222	813/914-0295
FL	OPR	Brian Mathes	730 N Us Highway 441	The Villages	32159-3194	352/430-0223
FL	OPR	Brenda Stryjewski	9040 State Road 54	Trinity	34655-1812	727/834-8880
FL	OPR	Paul Holmberg	2010 Bloomingdale Ave	Valrico	33596-6113	813/571-0569
FL	OPR	John Naylor	6200 20th St Ste 476	Vero Beach	32966-1084	772/978-4343
FL	OPR	Michael Kelley	6020 Elon Ln	Vero Beach	32966-1007	772/567-0222
FL	OPR	Rob Rabenecker	10300 Forest Hill Blvd Ste FC108	Wellington	33414-3132	561/333-4242
FL	OPR	Jim Larreau	28295 State Road 54	Wesley Chapel	33543-3225	813/402-4090

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
FL	OPR	Rob Morris	2070 Palm Beach Lakes Blvd	West Palm Beach	33409-6502	561/640-4144
FL	OPR	Rob Morris	6060 Okeechobee Blvd	West Palm Beach	33417-4326	561/242-9172
FL	OPR	Rob Rabenecker	206 S State Road 7	West Palm Beach	33414-4337	561/721-8650
FL	OPR	Sidge Boast	3166 Daniels Rd	Winter Garden	34787-7017	407/656-0721
FL	OPR	Ed Murphy	143 Landings Blvd	Winter Haven	33880-3848	863/299-2697
FL	OPR	Bob Kyle	3391 University Blvd	Winter Park	32792-7428	407/673-9661
FL	OPR	Elio Florin	700 S Orlando Ave	Winter Park	32789-4845	407/622-2445
FL	OPR	Bob Kyle	1455 Tuskawilla Rd	Winter Springs	32708-5202	407/696-8333
FL	OPR	Lita Fannin	464004 State Road 200	Yulee	32097-6339	904/491-5552
GA	OPR	Andy Duncan	1790 Mars Hill Rd NW	Acworth	30101-8091	770/514-9850
GA	OPR	Andy Duncan	3295 Cobb Pkwy Nw	Acworth	30101-3938	770/966-8918
GA	OPR	K. J. Wari	2601 Dawson Rd	Albany	31707-1674	229/883-5685
GA	OPR	K. J. Wari	2609 Dawson Rd	Albany	31707-1608	229/889-1166
GA	OPR	Colby Cameron	5180 Windward Pkwy	Alpharetta	30004-3841	770/410-3533
GA	OPR	David Thornsberry	2180 N Point Cir	Alpharetta	30022-6587	770/410-9393
GA	OPR	David Thornsberry	6085 N Point Pkwy	Alpharetta	30022-4888	770/667-8080
GA	OPR	John Crays	2720 Old Milton Pkwy	Alpharetta	30009-2218	678/266-6212
GA	OPR	John Moraitakis	4285 State Bridge Rd	Alpharetta	30022-4449	770/521-2132
GA	OPR	Wayne Farr	8475 Holcomb Bridge Rd	Alpharetta	30022-5318	770/640-8280
GA	OPR	Alex Clark	3637 Atlanta Hwy	Athens	30606-3150	706/369-1806
GA	OPR	John Collette	1870 Epps Bridge Pkwy	Athens	30606-6146	706/369-9500
GA	OPR	Shane Todd	101 College Ave	Athens	30601-2804	706/546-1009
GA	OPR	Shane Todd	1870 Barnett Shoals Rd	Athens	30605-3011	706/549-0111
GA	OPR	Shane Todd	196 Alps Rd	Athens	30606-4085	706/613-7115
GA	OPR	Shane Todd	280 East Campus Rd	Athens	30602	706/215-5924
GA	OPR	Alex Rodriguez	4350 Ashford Dunwoody Rd NE	Atlanta	30346-1504	770/351-6915
GA	OPR	Andrew Turner	3393 Peachtree Rd NE	Atlanta	30326-1162	404/869-8895
GA	OPR	Ben Rhodes	8433 Roswell Rd	Atlanta	30350-2834	770/642-6575
GA	OPR	Bryan Auton	1901 Peachtree Rd NE	Atlanta	30309-1230	404/355-2004
GA	OPR	Cory Wyatt	3280 Peachtree Rd Ne Ste 105	Atlanta	30305-2463	404/816-3113
GA	OPR	Gary Branch	233 Peachtree St NE # B-40	Atlanta	30303-1504	404/577-4194
GA	OPR	Gary Branch	725 W Peachtree St NE	Atlanta	30308-1137	404/610-9965
GA	OPR	Greg Mapoles	2340 N Druid Hills Rd NE	Atlanta	30329-3105	404/634-4953
GA	OPR	Jamerian Myles	401 Bill Kennedy Way SE	Atlanta	30316-6846	404/622-0203
GA	OPR	Jason Bilotti	2485 Cumberland Pkwy Se	Atlanta	30339-6132	770/444-9376
GA	OPR	Jason Bilotti	3419 Northside Pkwy NW	Atlanta	30327-2311	404/261-9166
GA	OPR	Jerry Goebeler, Jr.	4285 Roswell Rd NE	Atlanta	30342-3766	404/303-9275
GA	OPR	Joe Dinardo	2580 Piedmont Rd NE	Atlanta	30324-3007	404/264-1992
GA	OPR	John Diamond	1100 Northside Dr NW	Atlanta	30318-5417	404/249-2491
GA	OPR	John Diamond	1942 Howell Mill Rd NW	Atlanta	30318-2519	404/351-8050
GA	OPR	Jonathan Hollis	1 Cnn Ctr NW Ste 224	Atlanta	30303-2762	404/659-4449
GA	OPR	Jonathan Hollis	256 Marietta St NW	Atlanta	30313-1602	404/549-7993
GA	OPR	Jonathan Hollis	285 Andrew Young International Blvd	Atlanta	30313-1513	
GA	OPR	Jonathan Hollis	441 Martin Luther King Jr Dr NW	Atlanta	30313-1529	
GA	TMP	King Yassara	2841 Greenbriar Pkwy SW	Atlanta	30331-2620	404/344-1754
GA	OPR	Lawson Bailey	5925 Roswell Rd Ste C	Atlanta	30328-4915	404/847-0488
GA	OPR	Marshall McCabe	2860 Cumberland Mall SE Ste 1324	Atlanta	30339-6429	770/435-2777
GA	OPR	Marshall McCabe	2975 Cobb Pkwy SE	Atlanta	30339-3148	770/612-0930
GA	OPR	Marshall McCabe	755 Battery Ave SE	Atlanta	30339-3017	



# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
GA	OPR	Melissa Winkfield	3410 Camp Creek Pkwy	Atlanta	30344-5710	404/494-9320
GA	OPR	Quincy Springs	875 MLK JR. DR NW	Atlanta	30314	404/730-0199
GA	OPR	Reggie Taylor	1175 Peachtree St NE	Atlanta	30361-3528	404/685-3636
GA	OPR	Rory Woodfaulk	3725 Cascade Rd SW	Atlanta	30331-2111	404/696-3300
GA	OPR	Ryan Southers	4400 Ashford Dunwoody Rd Ne	Atlanta	30346-1518	770/394-3189
GA	OPR	Adam Edwards	3450 Wrightsboro Rd	Augusta	30909-2516	706/733-7541
GA	OPR	John Hughes	3130 Peach Orchard Rd	Augusta	30906-3513	706/792-6261
GA	OPR	John Powell	3066 Washington Rd	Augusta	30907-3831	706/860-7140
GA	OPR	Kenny Hanna	202 Robert C Daniel Jr Pkwy	Augusta	30909-0802	706/738-9163
GA	OPR	Bob Fowle	3951 Austell Rd	Austell	30106-1107	770/732-8838
GA	OPR	Kolby Shepherd	1451 Tallahassee Hwy	Bainbridge	39819-7705	229/246-0458
GA	OPR	Chris Owens	850 Loganville Hwy.	Bethlehem	30620	770/868-0245
GA	OPR	Daniel Liberatore	152 Highway 515 E	Blairsville	30512-8506	706/745-0515
GA	OPR	Pat Braski	790 Highway 96	Bonaire	31005	478/987-2140
GA	OPR	Brandon LaMarque	2600 Old Winder Highway	Braselton	30517	770/967-0053
GA	OPR	Sara Black	70 Golden Isles Plz	Brunswick	31520-1935	912/466-9911
GA	OPR	Bob Garrett	2635 Hamilton Mill Rd	Buford	30519-4106	678/482-6480
GA	OPR	Christy Ferguson	3333 Buford Dr Spc No1071	Buford	30519-4913	678/482-6787
GA	OPR	Steve Warnstrom	3235 Buford Dr	Buford	30519-4937	678/482-4448
GA	OPR	Jonathan Purser	495 Highway 53 E	Calhoun	30701-3058	706/624-1890
GA	OPR	Kevin Williams	130 Keith Dr	Canton	30114-2881	770/479-7146
GA	OPR	Kevin Williams	2048 Cumming Hwy	Canton	30114-8071	770/479-0802
GA	OPR	Kevin Williams	6114 Hickory Flat Hwy	Canton	30115-7252	678/493-0091
GA	OPR	David Daniels	1156 Bankhead Hwy	Carrollton	30116-8501	770/830-9547
GA	OPR	David Daniels	1316 South Highway 27	Carrollton	30116	770/832-8538
GA	OPR	Glenn Jordan	115 Cherokee Pl	Cartersville	30121-2966	770/382-2005
GA	OPR	Glenn Jordan	94 Old Allatoona Rd SE	Cartersville	30121-7015	770/386-1208
GA	OPR	Pat Braski	2922 Watson Blvd Ste 840	Centerville	31028-1290	478/953-9370
GA	OPR	Theresa Wilson	5450 Peachtree Industrial Blvd	Chamblee	30341	770/457-1679
GA	OPR	Jay Couey	151 Highway 441 N	Clayton	30525-4260	706/212-0022
GA	OPR	Chris Liberatore	25 W Underwood St	Cleveland	30528-1353	706/865-1738
GA	OPR	Alex Vann	2421 Wynnton Rd	Columbus	31906-2534	706/321-5880
GA	OPR	Alex Vann	2730 Manchester Expy	Columbus	31904-5293	706/324-1011
GA	OPR	Darryl Autry	3131 Manchester Expy Ste F7	Columbus	31909-6471	706/327-9696
GA	OPR	Todd Kalish	1600 Bradley Park Dr	Columbus	31904-3002	706/660-8914
GA	OPR	Todd Kalish	5520 Whittlesey Blvd	Columbus	31909-7210	706/653-5143
GA	OPR	Margaret Phillips	30563 Highway 441 S	Commerce	30529-6366	706/423-9810
GA	OPR	Ben Hardy	1610 Highway 138 SE	Conyers	30013-1279	770/388-7510
GA	OPR	MeriBeth McNeill	1711 E 16th Ave	Cordele	31015-1658	229/273-4300
GA	OPR	Chris Wright	330 Furniture Plaza Dr	Cornelia	30531-5460	706/776-0090
GA	OPR	Chris Giella	12290 Brown Bridge Rd	Covington	30016-2925	678/342-0807
GA	OPR	Chris Giella	4102 Highway 278 NW	Covington	30014-2112	770/787-0400
GA	OPR	Gene Reeves	430 Peachtree Pkwy	Cumming	30041-6818	770/889-5288
GA	OPR	Mike Ridzon	653 Atlanta Rd	Cumming	30040-2703	770/781-5256
GA	OPR	Bob Garrett	545 Dacula Rd	Dacula	30019-2125	678/377-7777
GA	OPR	Tony Kellar	488 Morrison Moore Pkwy E	Dahlonega	30533-1426	706/864-6600
GA	OPR	Kurt Davis	300 Charlie Watts Dr	Dallas	30157-4904	770/445-7713
GA	OPR	Brett Lewis	816 Walnut Square Blvd Ste 59	Dalton	30721-4798	706/226-1009
GA	OPR	Isaac Holbert	1517 W Walnut Ave	Dalton	30720-3832	706/275-0355

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
GA	OPR	Tony Kellar	231 Power Center Dr	Dawsonville	30534-9405	706/265-4997
GA	OPR	Joe Engert	105 E Trinity Pl	Decatur	30030-3303	404/371-1466
GA	OPR	Keith Shelton	3905 N Druid Hills Rd	Decatur	30033-3104	404/636-8494
GA	OPR	Rodney Johnson	650 Decatur Village Way	Decatur	30033	404/800-5211
GA	OPR	T.J. Wilson	2445 Wesley Chapel Rd	Decatur	30035-3404	770/987-4540
GA	OPR	Brian Jones	5700 Buford Hwy Ne	Doraville	30340-1207	770/936-9701
GA	OPR	Jordan Phillips	6700 Douglas Blvd Ste 210	Douglasville	30135-1869	678/838-9551
GA	OPR	Mike Moore	3202 Highway 5	Douglasville	30135-2306	770/627-2967
GA	OPR	Mike Moore	5888 Fairburn Rd	Douglasville	30134-2360	770/942-0820
GA	OPR	David Roberts	2002 Veterans Blvd	Dublin	31021-3030	478/272-3007
GA	OPR	Brad Williams	2020 Satellite Blvd	Duluth	30097-4073	770/232-0034
GA	OPR	Jeff Howard	3555 Peachtree Industrial Blvd	Duluth	30096-4819	770/497-1270
GA	OPR	Alex Rodriguez	1145 Mount Vernon Hwy	Dunwoody	30338-5403	770/522-8755
GA	OPR	Grant Wells	2480 Jett Ferry Rd	Dunwoody	30338-3074	770/391-9277
GA	OPR	Al Richard	1065 Cleveland Ave	East Point	30344-6740	404/762-1333
GA	OPR	Betsy Salzmann	475 Howard Simmons Rd	Ellijay	30540-6456	706/636-0475
GA	OPR	Jason Adams	4201 Washington Rd	Evans	30809-3069	706/447-8895
GA	OPR	Mike Harrison	7810 Senoia Rd	Fairburn	30213-2853	770/892-3908
GA	OPR	Doug Barnett	875 Glynn St S	Fayetteville	30214-2002	770/460-7602
GA	OPR	Andrew Farr	3405 Atlanta Hwy	Flowery Branch	30542-2918	770/297-9045
GA	OPR	Frank Harney	5905 Spout Springs Rd	Flowery Branch	30542-3450	770/965-2278
GA	OPR	Terry O'Neal	1137 Battlefield Pkwy	Fort Oglethorpe	30742-3960	706/858-1072
GA	OPR	Bobby Shoemaker	1917 NE Jesse Jewell Parkway	Gainesville	30501	770/297-7936
GA	OPR	Bobby Shoemaker	805 Dawsonville Hwy	Gainesville	30501-2616	770/297-1722
GA	OPR	Josh Waddy	2521 Towne Center Parkway	Greensboro	30642	706/454-1470
GA	OPR	Chuck Swinson	1000 W Taylor St	Griffin	30223-2608	770/227-0716
GA	OPR	Erik Smith	210 Meridian Drive	Grovetown	30813-3075	706/863-1110
GA	OPR	Tracy Fleming	11161 Tara Blvd	Hampton	30228-1672	770/472-6101
GA	OPR	Nick Westbrook	877 W Oglethorpe Hwy	Hinesville	31313-4404	912/877-6631
GA	OPR	Kurt Davis	4326 Jimmy Lee Smith Pkwy	Hiram	30141-2650	770/222-0063
GA	OPR	Brad Roper	600 Chastain Rd NW Ste 100	Kennesaw	30144-3005	770/422-0158
GA	OPR	Ralph Stephens	400 Ernest W Barrett Pkwy NW	Kennesaw	30144-4917	770/428-9039
GA	OPR	Ralph Stephens	830 Ernest W Barrett Pkwy Nw	Kennesaw	30144-6821	770/421-8650
GA	OPR	Justin Whitfield	1369 GA Highway 40 E	Kingsland	31548-6807	912/510-6215
GA	OPR	Josh Sells	116 Commerce Ave	Lagrange	30241-2338	706/812-9210
GA	OPR	Rob Bowman	1574 Lafayette Pkwy	Lagrange	30241-2566	706/845-8484
GA	OPR	Bill Stripling	1015 Lakes Blvd	Lake Park	31636-3014	229/559-4901
GA	OPR	Will Lowe	20 Owens Dr	Lavonia	30553-6329	706/356-0354
GA	OPR	Daniel Perry	4965 Sugarloaf Pkwy	Lawrenceville	30044-6997	678/376-7447
GA	OPR	Mark Treadwell	680 Duluth Hwy	Lawrenceville	30046-7695	770/962-7844
GA	OPR	K. J. Wari	1202 US Highway 19 S	Leesburg	31763-4877	229/446-8781
GA	OPR	Bryan Shepard	4801 Lawrenceville Hwy NW	Lilburn	30047-3844	770/925-2027
GA	OPR	Laura Lee Nix	835 Thornton Rd	Lithia Springs	30122-2610	770/732-8034
GA	OPR	Jeffrey O'Kelley	2929 Turner Hill Rd Ste 2550	Lithonia	30038-7044	678/526-2729
GA	OPR	Sam West	2985 Turner Hill Rd	Lithonia	30038-2527	678/526-0088
GA	OPR	Edgar Brush, Jr	4321 Atlanta Hwy	Loganville	30052-3288	770/554-1995
GA	OPR	Craig Craddock	5055 Brookhaven Rd	Macon	31206-4184	478/788-1094
GA	OPR	Craig Craddock	5920 Zebulon Rd	Macon	31210-2097	478/474-4458
GA	OPR	David Clark	140 Tom Hill Sr Blvd	Macon	31210-1806	478/471-0274

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
GA	OPR	David Clark	1569 Bass Rd	Macon	31210-7511	478/254-7911
GA	OPR	Steven Franklin	3745 Bloomfield Rd	Macon	31206-3611	478/757-1195
GA	OPR	Lem Durden	1781 Eatonton Rd	Madison	30650-4683	706/752-0219
GA	OPR	Chris Darley	2105 Roswell Rd	Marietta	30062-3880	770/977-3355
GA	OPR	Danny Daniels	1201 Johnson Ferry Rd	Marietta	30068-2722	770/565-4653
GA	OPR	Jeff Suain	1000 Whitlock Ave Nw	Marietta	30064-5455	770/427-2200
GA	OPR	Jeff Suain	2555 Dallas Hwy SW	Marietta	30064-2543	770/425-3454
GA	OPR	Mandy Valdes	170 Cobb Pkwy S	Marietta	30060-6507	770/427-4885
GA	OPR	Mark Reed	2661 Windy Hill Rd SE	Marietta	30067-8612	770/988-9798
GA	OPR	Sandeep Kapoor	2005 Macland Crossing Cir SW	Marietta	30008-8825	678/355-5297
GA	OPR	Scott Reed	2530 Sandy Plains Rd	Marietta	30066-5777	770/977-2455
GA	OPR	Scott Reed	3046 Shallowford Rd	Marietta	30062-1252	770/579-0076
GA	OPR	Jesse Gilchrist	1321 Highway 20 W	Mcdonough	30253-7304	770/954-0451
GA	OPR	Mark Fleming	860 Highway 81 E	Mcdonough	30252-2914	770/957-4999
GA	OPR	Ross Cathy	6501 Kitten Lake Dr	Midland	31820-3760	706/561-6040
GA	OPR	Curt Flournoy	1730 N Columbia St	Milledgeville	31061-2315	478/451-4830
GA	OPR	Brad Lingerfelt	620 Highway 138 Nw	Monroe	30655-7731	770/266-0211
GA	OPR	Wesley Rogers	502 Lane St	Moultrie	31768-5127	229/890-1200
GA	OPR	Lauren McGuire	2090 Newnan Crossing Blvd E	Newnan	30265-2398	770/254-9509
GA	OPR	Ronnie Clotfelter	5 Glenda Trce	Newnan	30265-3887	770/254-9140
GA	OPR	Chug Shafe	5455 Jimmy Carter Blvd	Norcross	30093-1512	770/248-1088
GA	OPR	Wayne Farr	6105 Peachtree Pkwy	Norcross	30092-3304	770/368-0833
GA	OPR	Doug Barnett	1222 Highway 74 S	Peachtree City	30269-3072	770/632-7446
GA	OPR	Mike Holmes	1100 N Peachtree Pkwy	Peachtree City	30269-4229	770/486-9517
GA	OPR	Mike Holmes	2720 Highway 54	Peachtree City	30269-1030	770/486-6524
GA	OPR	Mike Holmes	707 Highway 54	Peachtree City	30269-3302	770/487-0042
GA	OPR	David Grossnickle	1363 Sam Nunn Blvd	Perry	31069-2121	478/988-8188
GA	OPR	Marshall Davis	180 Pooler Pkwy	Pooler	31322-4200	912/330-9209
GA	OPR	Jason Counselman	5438 GA Highway 21 S	Rincon	31326-9407	912/826-6967
GA	OPR	Zach Thomas	1500 Chattahoochee Drive	Rockmart	30153	470/632-0411
GA	OPR	Jim Waddle	604 Holcomb Bridge Rd	Roswell	30076-1511	770/641-8436
GA	OPR	Paul Joubert	1185 Woodstock Rd	Roswell	30075-2231	678/795-0155
GA	OPR	Clark Drury	2205 Demere Rd	Saint Simons Island	31522-1606	912/638-2695
GA	OPR	Ann Collins	2111 E Victory Dr	Savannah	31404-3917	912/352-7474
GA	OPR	Randy Pearce	303 Mall Blvd	Savannah	31406-4736	912/354-4355
GA	OPR	Tim Connelly	11152 Abercorn St	Savannah	31419-1822	912/921-0909
GA	OPR	Vicki Williams	7804 Abercorn St Ste 110	Savannah	31406-3504	912/352-1580
GA	OPR	Daniel Lomax	5120 S Cobb Dr SE	Smyrna	30080-7181	404/792-9440
GA	OPR	Stephen Miltiades	3100 S Cobb Dr SE	Smyrna	30080-4114	770/432-8685
GA	OPR	John Starr	2932 Main St W	Snellville	30078-3153	770/979-7912
GA	OPR	Tom Balsamides	1559 Scenic Hwy N	Snellville	30078-2129	770/979-7488
GA	OPR	David Boykin, III	352 Northside Dr E	Statesboro	30458-2188	912/764-7941
GA	OPR	Paul White	1275 Eagles Landing Pkwy	Stockbridge	30281-5015	770/507-4119
GA	OPR	Cliff Daniels	5075 Stone Mountain Hwy	Stone Mountain	30087-3410	770/736-5809
GA	OPR	Doug Richardson	5542 Memorial Dr	Stone Mountain	30083-3215	404/292-8097
GA	OPR	Brad Williams	1035 Peachtree Industrial Blvd	Suwanee	30024-1919	770/831-1177
GA	OPR	Mark Treadwell	2835 Lawrenceville Suwanee Rd	Suwanee	30024-2529	770/932-5797
GA	OPR	Steve Troutman	3643 Peachtree Pkwy	Suwanee	30024-1028	770/813-1594
GA	OPR	Mike Zolt	15062 Us Highway 19 S	Thomasville	31757-4819	229/228-7506

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
GA	OPR	Ian Moody	1806 Washington Rd	Thomson	30824-7202	706/595-7030
GA	OPR	David Pettis	1197 US Highway 82 W	Tifton	31793-8059	229/387-0011
GA	OPR	Brad Spratte	3967 Lavista Rd	Tucker	30084-5139	770/939-9001
GA	OPR	Brad Spratte	4340 Hugh Howell Rd	Tucker	30084-4705	770/270-1871
GA	OPR	Charlie Crews	1100 N Saint Augustine Rd	Valdosta	31601-8410	229/247-2625
GA	OPR	Kenneth White	3147 Inner Perimeter Rd	Valdosta	31602-1062	229/245-0144
GA	OPR	Margo Braski	1700 Norman Dr Spc 1056	Valdosta	31601-7401	229/247-2487
GA	OPR	Britt McDade	2349 E 1st St	Vidalia	30474-8811	912/538-0711
GA	OPR	Justin Day	85 Commerce Dr	Villa Rica	30180-1534	770/459-5792
GA	OPR	Pat Braski	1867 Watson Blvd	Warner Robins	31093-3631	478/328-0445
GA	OPR	Lovett Young	2256 Memorial Dr	Waycross	31501-1006	912/285-2500
GA	OPR	Keith Booth	951 Ridgewalk Pkwy	Woodstock	30188-4895	770/592-4755
GA	OPR	Scott Hall	3070 Eagle Dr	Woodstock	30189-5531	678/445-0330
IA	OPR	Tari Thompson	230 S Duff Ave	Ames	50010-6642	515/232-2599
IA	OPR	Thomas Krogman	2410 SE Delaware Avenue	Ankeny	50021	515/965-7786
IA	OPR	Amgad Zaghoul	2610 Edgewood Rd SW	Cedar Rapids	52404-3264	319/396-3079
IA	OPR	Nick Dose	217 Collins Rd Ne	Cedar Rapids	52402-3159	319/378-3200
IA	OPR	Andrew White	1451 Coral Ridge Ave Ste 620	Coralville	52241-2805	319/625-2020
IA	OPR	Jeremy Tatman	2945 E 53rd St	Davenport	52807-3016	563/355-1742
IA	OPR	Josh Norton	320 W Kimberly Rd	Davenport	52806-5920	563/391-2613
IA	OPR	Cody Hopper	4040 Merle Hay Rd	Des Moines	50310-1310	515/276-5222
IA	OPR	Colby Burnette	3500 Dodge St	Dubuque	52003-5261	563/556-0423
IA	OPR	Chad Eisenga	4428 Sergeant Rd	Sioux City	51106-4703	712/276-4233
IA	OPR	Jonathan Wright	4400 Sergeant Rd Ste 214	Sioux City	51106-4761	712/276-3916
IA	OPR	Mitch Edge	1331 Flammang Dr	Waterloo	50702-4367	319/233-0274
IA	OPR	Brent Ripple	101 Jordan Creek Pkwy Ste 12508	West Des Moines	50266-8118	515/327-5033
IA	OPR	David Grimm	4502 University Ave	West Des Moines	50266-1025	515/457-3176
IA	OPR	Garry Brumels	6555 Mills Civic Pkwy	West Des Moines	50266-8341	515/223-6113
ID	OPR	Lauren Mosteller	3003 S 25th E	Ammon	83406-5730	208/523-2697
ID	OPR	Joe Bucklew	300 S Broadway Ave	Boise	83702-7217	208/345-1053
ID	OPR	Joe Bucklew	8000 W Franklin Rd	Boise	83709-0620	208/376-6110
ID	OPR	Brad Miles	2012 N Eagle Rd	Meridian	83646-6287	208/887-2143
ID	OPR	Jared Schrum	16800 N Market Place Blvd	Nampa	83687-5140	208/467-6000
ID	OPR	Bill Ystuenta	1631 Blue Lakes Blvd N	Twin Falls	83301-3374	208/735-5010
IL	OPR	Mark Cabrera	4435 Fox Valley Center Dr	Aurora	60504-4116	630/820-1660
IL	OPR	John Good	185 N Randall Rd	Batavia	60510-9293	630/761-2640
IL	OPR	Ben Winner	2532 Green Mount Commons	Belleville	62221-6741	618/257-9700
IL	OPR	Joe Antolik	354 W Army Trail Rd	Bloomington	60108-2683	630/980-5088
IL	OPR	Mike Wagner	245 N Weber Rd	Bolingbrook	60490-1508	630/771-0080
IL	OPR	Bob Williamson	2301 N Prospect Ave	Champaign	61822-1246	217/351-3094
IL	OPR	Lauren Silich	30 E Chicago Ave	Chicago	60611-2009	312/266-8888
IL	OPR	Pablo Velazquez	177 N State St Lbby 1a	Chicago	60601-3639	312/419-1522
IL	OPR	Peter Glanvill	9600 Ridgeland Ave	Chicago Ridge	60415-2609	708/423-2442
IL	OPR	Nathan Hunter	6007 S La Grange Rd	Countryside	60525-4069	708/482-7525
IL	OPR	Ximena Pen-Rogers	13050 S Cicero	Crestwood	60445	708/215-2660
IL	OPR	J.D. Willis	4812 Northwest Hwy	Crystal Lake	60014-7327	815/444-8611
IL	OPR	Todd Shane	75 S Waukegan Rd	Deerfield	60015-5204	847/272-8470
IL	OPR	Mark Dugger	250 W Washington St	East Peoria	61611-2477	309/694-1044
IL	OPR	Sara Vaught	235 S II Route 83	Elmhurst	60126-3019	630/279-2263

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
IL	OPR	Dave Holmes	6203 N Illinois St	Fairview Heights	62208-2716	618/397-2200
IL	OPR	Lamarr Lark	6550 Grand Ave	Gurnee	60031-1621	847/782-9294
IL	OPR	Skyler Wasson	17450 Halsted St	Homewood	60430-2041	708/798-2557
IL	OPR	Allen Ordeanu	20429 N Rand Rd	Kildeer	60047	847/438-8600
IL	OPR	Dave Terhune	717 E Butterfield Rd	Lombard	60148-5614	630/586-0830
IL	OPR	Matt Rhodes	2 Winston Plz	Melrose Park	60160-1519	708/345-2399
IL	OPR	Jon Klavohn	3831 41st Avenue Dr	Moline	61265-6433	309/797-1605
IL	OPR	Tyler DeKoekkoek	4500 16th St	Moline	61265-7078	309/797-2271
IL	OPR	Grant Parker	950 N Elmhurst Rd	Mount Prospect	60056-1126	847/398-3880
IL	OPR	Rob Meier	5650 W Touhy Ave	Niles	60714-4001	833/637-8872
IL	OPR	Josh Wynn	101 S Veterans Pkwy	Normal	61761-2133	309/268-9500
IL	OPR	Alvaro Botero	7201 W Cermak Rd	North Riverside	60546-1401	708/442-7006
IL	OPR	Kevin Skarin	15605 S La Grange Rd	Orland Park	60462-4406	708/460-4663
IL	OPR	Cameron Lovett	2740 Us Highway 34	Oswego	60543-7118	630/554-8611
IL	OPR	Ali Halazepfel	4518 N Sterling Ave	Peoria	61615-3819	309/682-6246
IL	OPR	Philip Everett	280 N Perryville Rd	Rockford	61107-6237	815/381-1010
IL	OPR	Daryl Saylor	90 Barrington Rd	Schaumburg	60194-4800	847/798-1424
IL	OPR	Daryl Saylor	935 E Golf Rd	Schaumburg	60173-4521	847/517-1173
IL	OPR	Mike Kim	9341 Skokie Blvd	Skokie	60077-1310	847/763-1002
IL	OPR	Katherine Wade	2431 Wabash Ave	Springfield	62704-4259	217/546-2000
IL	OPR	Beth Dahlenburg	701 N Milwaukee Ave Ste 360	Vernon Hills	60061-4300	847/247-8000
IL	OPR	Dave Terhune	301 E Loop Rd	Wheaton	60189-2193	630/668-8350
IL	OPR	Doug Park	7101 Kingery Hwy	Willowbrook	60527-2274	630/455-4426
IN	OPR	Chris Tincher	10791 E US Highway 36	Avon	46123-7982	317/271-7760
IN	OPR	Cody Walburn	2856 E 3rd St Spc C-9	Bloomington	47401-5423	812/332-4877
IN	OPR	Wes Key	3020 E 3rd St	Bloomington	47401-5425	812/330-5590
IN	OPR	Patrick Tate	14647 Thatcher Ln	Carmel	46032-1556	317/815-9465
IN	OPR	Bryan Haag	1320 Veterans Pkwy	Clarksville	47129-7745	812/282-7573
IN	TMP	Dan Justus	1250 N National Rd	Columbus	47201-5576	812/375-1540
IN	OPR	Debbie Dean	800 N Green River Rd	Evansville	47715-2471	812/477-9370
IN	OPR	Rich Stierwalt	7101 E Indiana St	Evansville	47715-9112	812/471-9203
IN	OPR	Jeff Hoffman	182 W Coliseum Blvd	Fort Wayne	46805-1006	260/484-5880
IN	OPR	Kayley Jones	4201 Coldwater Rd	Fort Wayne	46805-1113	260/482-5993
IN	OPR	Tony Gibson	1725 Apple Glen Blvd	Fort Wayne	46804-1789	260/436-8203
IN	OPR	Rick Johnson	1251 US Highway 31 N # C-19	Greenwood	46142-4503	317/888-5473
IN	OPR	Rick Johnson	155 Marlin Dr	Greenwood	46142-1451	317/888-8100
IN	OPR	Daniel Moore	49 W Maryland St Spc VC-10	Indianapolis	46204-3522	317/822-8501
IN	OPR	Dawn Kosir	6020 E 82nd St Ste 1012	Indianapolis	46250-5516	317/842-3288
IN	OPR	Jeff Mosley	3802 E 82nd St	Indianapolis	46240-4328	317/578-4511
IN	OPR	Jeff Mosley	6231 N Keystone Ave	Indianapolis	46220-2154	317/257-7207
IN	OPR	Lew Leckrone	3360 W 86th St	Indianapolis	46268-1927	317/871-5330
IN	OPR	Matt Sewell	5240 E Southport Rd	Indianapolis	46237-9335	317/780-7477
IN	OPR	Rachel DeYoung	3836 South St	Lafayette	47905-4811	765/446-2053
IN	OPR	Tyler Carter	2385 Southlake Mall	Merrillville	46410-6442	219/769-6810
IN	OPR	Kathy Wonderly	5517 N Main St	Mishawaka	46545-9043	574/277-0222
IN	OPR	Travis McGruder	6501 Grape Rd	Mishawaka	46545-1007	574/272-2247
IN	OPR	Craig Sample	511 W McGalliard Rd	Muncie	47303-1830	765/747-4000
IN	OPR	Daron Stockton	2225 State St	New Albany	47150-4924	812/542-6868
IN	OPR	Bill Riggs	16685 Mercantile Blvd	Noblesville	46060-4135	317/773-4100

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
IN	OPR	Sam Hartman	14098 Bergen Blvd	Noblesville	46060-3365	317/776-4060
IN	OPR	Chris Spires	2687 E Main St	Plainfield	46168-2710	317/839-4886
IN	OPR	Edward Endres	4555 S Michigan St	South Bend	46614-2553	574/968-0351
IN	OPR	Evan Williamson	3675 S Us Highway 41	Terre Haute	47802-4103	812/232-3675
IN	OPR	Charlie Kleine	6240 East Whitestown Pkwy	Whitestown	46075-7602	317/769-3551
KS	OPR	Nate White	1818 N Rock Rd	Derby	67037-3728	316/788-1067
KS	TMP	Chase Williby	1809 E 17th Ave	Hutchinson	67501-1102	620/662-2744
KS	OPR	Josh Prichard	10770 Parallel Pkwy	Kansas City	66109-3647	913/334-2442
KS	OPR	Justin Heitz	2735 Iowa St	Lawrence	66046-4155	785/842-1002
KS	OPR	David Hamel	636 Tuttle Creek Blvd	Manhattan	66502-5854	785/537-2130
KS	OPR	Forrest Swyden	6039 Metcalf Ave	Mission	66202-2356	913/432-5300
KS	OPR	Jeff Rouse	12087 S Blackbob Rd	Olathe	66062-1012	913/829-7600
KS	OPR	C.T. Taylor	9707 Quivira Rd	Overland Park	66215-1665	913/310-9222
KS	OPR	Randy Harris	7500 W 135th St	Overland Park	66223-1202	913/814-0222
KS	OPR	Shawn Hubbard	2245 S 9th St	Salina	67401-7308	785/820-8007
KS	OPR	Justin Lamison	1625 SW Wanamaker Rd	Topeka	66604-3814	785/272-2610
KS	OPR	Andrew Nelson	7990 E Central Ave	Wichita	67206-2158	316/683-2691
KS	OPR	Jason Lansdown	10515 W 21st St N	Wichita	67205-1810	316/721-2697
KS	OPR	Jason Lansdown	7320 West Taft Street	Wichita	67209	316/729-2697
KY	OPR	Steve Barfield	410 River Hill Dr	Ashland	41101-7386	606/324-7469
KY	OPR	Andy Robinson	1766 Campbell Ln	Bowling Green	42104-1045	270/782-6807
KY	OPR	Andy Robinson	3162 Scottsville Rd	Bowling Green	42104-4416	270/599-0065
KY	OPR	Chris Flanagan	1840 N Dixie Ave	Elizabethtown	42701-9493	270/982-1350
KY	OPR	Cathy Snider	4980 Houston Rd	Florence	41042-4824	859/594-4800
KY	OPR	Dustin DiChiara	8050 Mall Rd	Florence	41042-1412	859/594-4600
KY	OPR	Chase Harper	1300 US Highway 127 S Ste F	Frankfort	40601-4395	502/234-5222
KY	OPR	Brent Linn	3436 Madison Pike Route 17	Ft Wright	41017-9664	859/331-0276
KY	OPR	Brent Dennard	101 Tiger Way	Georgetown	40324-9317	502/863-6767
KY	OPR	Jeromy Thompson	4250 Fort Campbell Blvd	Hopkinsville	42240-9113	270/890-0042
KY	OPR	David Hall	3401 Nicholasville Rd Ste FC5A	Lexington	40503-3667	859/272-2614
KY	OPR	Jeff Stryker	2025 Harrodsburg Rd	Lexington	40504-3503	859/373-0007
KY	OPR	Jeff Stryker	2514 Nicholasville Rd	Lexington	40503-3306	859/278-0003
KY	OPR	Roderick Long	1863 Plaudit Pl	Lexington	40509-2429	859/543-0063
KY	OPR	Roderick Long	2299 Richmond Rd	Lexington	40502-1306	859/335-9856
KY	OPR	Bruce Smith	10501 Westport Rd	Louisville	40241-1999	502/339-0505
KY	OPR	Bruce Smith	5000 Shelbyville Rd Ste 1630	Louisville	40207-5331	502/259-9484
KY	OPR	Bruce Smith	5001 Shelbyville Rd	Louisville	40207-3307	502/894-9749
KY	OPR	Ed Bowles	7901 Bardstown Rd	Louisville	40291-3437	502/231-1191
KY	OPR	Matt Briggs	13313 Shelbyville Rd	Louisville	40223-3933	502/253-0053
KY	OPR	Micah Childs	4801 Outer Loop	Louisville	40219-3201	502/963-2283
KY	OPR	Micah Childs	4925 Outer Loop	Louisville	40219-4051	502/969-5090
KY	OPR	Ryan Fitzgerald	6630 Dixie Hwy	Louisville	40258-3910	502/935-6500
KY	OPR	Tony Carrico	2350 Shane Dr	Louisville	40220-4050	502/491-7707
KY	OPR	Tony Carrico	3420 Bardstown Road	Louisville	40218	502/459-0070
KY	OPR	Britton Smith	95 Carothers Rd	Newport	41071-2415	859/491-4232
KY	OPR	Mark Whiteman	4601 Frederica St	Owensboro	42301-7439	270/683-0907
KY	OPR	Lee Richardson	5101 Hinkleville Rd Ste 540	Paducah	42001-9067	270/442-0461
KY	OPR	Mark Riley	5193 Hinkleville Rd	Paducah	42001-9667	270/444-6061
KY	OPR	Kyle Wells	2072 Lantern Ridge Dr	Richmond	40475-6010	859/625-0388

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
LA	OPR	Jasmine Spraggins	3437 Masonic Dr	Alexandria	71301-3686	318/473-9681
LA	OPR	Yvette Duncan	1300 MacArthur Dr	Alexandria	71301-4019	318/767-2327
LA	OPR	Brad Arton	3023 College Dr	Baton Rouge	70808-3118	225/929-6055
LA	OPR	Corey Teem	5919 Creek Centre Dr	Baton Rouge	70820-6003	225/960-2566
LA	OPR	Greg Salomone	15055 Airline Hwy	Baton Rouge	70817-7306	225/752-6637
LA	OPR	Greg Salomone	7055 Siegen Ln # 17	Baton Rouge	70809-4532	225/293-3993
LA	OPR	John Mouton	1919 Millerville Rd	Baton Rouge	70816-1406	225/272-4049
LA	OPR	Justin Belcher	6401 Bluebonnet Blvd Ste FC-10	Baton Rouge	70836-6401	225/757-0165
LA	OPR	John Roden	2601 Beene Blvd	Bossier City	71111-5495	318/746-2348
LA	OPR	Rick Gonzalez	912 N Highway 190	Covington	70433-5148	985/867-8639
LA	OPR	Stevie Arton	69280 Highway 21	Covington	70433-7214	985/893-5092
LA	OPR	Jeffrey Holifield	2341 S Range Ave	Denham Springs	70726-5217	225/791-4411
LA	OPR	Cody Salomone	2119 W Highway 30	Gonzales	70737-5100	225/647-3464
LA	OPR	Christy Ferguson	197 Westbank Expy Ste 1685	Gretna	70053-2507	504/368-1953
LA	OPR	Joe Pumilia	1925 SW Railroad Ave	Hammond	70403-6119	985/429-8878
LA	OPR	Fernando Ruiz	1128 Manhattan Blvd	Harvey	70058-4560	504/374-0827
LA	OPR	Shannon Lewis	1741 Martin Luther King Jr Blvd	Houma	70360-2409	985/223-2078
LA	OPR	Jules Bolden	1141 S Clearview Pkwy	Jefferson	70121-1033	504/733-3007
LA	OPR	Chris Salomone	2236 Veterans Blvd.	Kenner	70062	504/469-2300
LA	OPR	John Arton	3205 Louisiana Ave	Lafayette	70501-1406	337/234-2323
LA	OPR	John Arton	3806 Ambassador Caffery Pkwy	Lafayette	70503-5235	337/991-0007
LA	OPR	John Arton	5725 Johnston St # A266	Lafayette	70503-5307	337/981-0721
LA	OPR	Bob Dalton	592 W. Prien Lake Rd.	Lake Charles	70601	337/475-0107
LA	OPR	David Griffin	3435 Nelson Rd	Lake Charles	70605-1209	337/479-8007
LA	OPR	Lauren Nelson	3301 Veterans Memorial Blvd Ste 78	Metairie	70002-4854	504/832-1787
LA	OPR	Tom Maloney	3870 Veterans Memorial Blvd	Metairie	70002-5627	504/456-3199
LA	OPR	David Benson	4700 Millhaven Rd Ste 1098	Monroe	71203-7026	318/376-0942
LA	OPR	Austin Milke	1102 E Admiral Doyle Dr	New Iberia	70560-6311	337/560-0838
LA	OPR	Jeremy Telford	1206 Maxwell Blvd	Ruston	71270-7303	318/251-8471
LA	OPR	Ron Handberry	7010 Youree Dr	Shreveport	71105-5109	318/797-4001
LA	OPR	Nick Perniciaro	1645 Gause Blvd	Slidell	70458-2209	985/288-4640
LA	OPR	David Benson	203 Thomas Rd	West Monroe	71291-7360	318/651-4448
LA	OPR	David Benson	911 Glenwood Dr	West Monroe	71291-5500	318/376-0706
MA	OPR	Rob Grier	542 Westgate Dr	Brockton	02301-1816	508/559-1573
MA	OPR	Daniel Mitchell	75 Middlesex Turnpike	Burlington	01803	781/272-2110
MA	OPR	Robert Hewes	501 Memorial Dr	Chicopee	01020-5036	413/592-4500
MA	OPR	Chad Sargent	140 Providence Hwy	Dedham	02026-1809	781/320-8127
MA	OPR	Mark Parker	359 Cochituate Rd	Framingham	01701-4607	508/875-0405
MA	OPR	Annemarie Reissner	155 Enterprise Rd	Hyannis	02601-2212	508/775-0001
MA	OPR	Mike Lawson	36 Apex Dr	Marlborough	01752-1850	508/251-0402
MA	OPR	Grant Stoffel	73 Pleasant Valley St	Methuen	01844-7202	978/872-1421
MA	OPR	Brad Terrell	210 Andover St	Peabody	01960-1647	978/977-0740
MA	OPR	Allen Lerner	49 Commerce Way	Plymouth	02360-7252	508/747-7625
MA	OPR	Jonas Williams	1100 Fall River Ave	Seekonk	02771-5942	508/336-4396
MA	OPR	Chris Apple	252 Washington St	South Attleboro	02703-5595	508/399-8811
MA	OPR	Mike Lawson	286 Turnpike Rd	Westborough	01581-2812	508/366-8407
MA	OPR	Mike Rose	375 Washington St	Woburn	01801-2116	781/939-3177
MA	OPR	Chris Spring	80 Gold Star Blvd	Worcester	01606-2825	508/459-9852
MD	OPR	Michael McFerren	1001 Beards Hill Rd	Aberdeen	21001-2254	410/272-2297

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
MD	OPR	Michael McFerren	408 Constant Friendship Blvd	Abingdon	21009-2566	410/569-3153
MD	OPR	Michael Edmonds	1035 Annapolis Mall	Annapolis	21401-3062	410/266-6722
MD	OPR	Michael Edmonds	2025 Somerville Rd	Annapolis	21401-3725	410/266-0008
MD	OPR	Amanda Butler	3809 Boston St	Baltimore	21224-5714	410/276-0515
MD	OPR	Bill Johnson	3599 Washington Blvd	Baltimore	21227-1625	410/737-8171
MD	OPR	Danielle Alderson	7907 Eastern Ave	Baltimore	21224-2141	410/288-2211
MD	OPR	Hung Ly	8867 Belair Rd	Baltimore	21236-2404	410/248-1400
MD	OPR	Johnie Greene	400 E Pratt St	Baltimore	21202-3116	410/244-6120
MD	OPR	Jordan Smith	8200 Perry Hall Blvd	Baltimore	21236-4901	410/931-8642
MD	OPR	Steve Pavlosky	5198 Campbell Blvd	Baltimore	21236-5030	410/931-0031
MD	OPR	Randy Eastep	408 Baltimore Pike	Bel Air	21014-4304	410/638-0070
MD	OPR	Andrew Smith	7101 Democracy Blvd Spc 2122	Bethesda	20817-1067	301/365-6764
MD	OPR	Monica Snyder	16503 Ballpark Rd	Bowie	20716-3681	301/860-1211
MD	OPR	Rob Herold	15505 Annapolis Rd	Bowie	20715-3003	301/464-5877
MD	TMP	Stephen Grothe	10631 Martin Luther King Jr Hwy	Bowie	20720-4217	301/805-9881
MD	OPR	Ryan Patrylo	16003 Crain Hwy	Brandywine	20613-8082	301/782-4033
MD	OPR	Stephanie Witte	45150 First Colony Way	California	20619-2415	301/862-1018
MD	OPR	Keith Singletary	9121 Alaking Ct	Capitol Heights	20743-5041	301/324-9515
MD	OPR	William Barge	5668 Baltimore National Pike	Catonsville	21228-1401	410/788-4063
MD	OPR	Chris David	1845 Main St	Chester	21619-2605	410/643-6907
MD	OPR	Nick Jones	6395 10 Oaks Rd	Clarksville	21029-1104	410/531-1930
MD	OPR	Ryan Patrylo	8813 Woodyard Rd	Clinton	20735-2754	301/856-3838
MD	OPR	Mike Hutton	10142 York Rd	Cockeysville	21030-3306	410/667-1994
MD	OPR	Joe Dinoto	4905 Executive Park Dr	Columbia	21045-2155	410/992-0204
MD	OPR	Joe Dinoto	6375 Dobbins Rd	Columbia	21045-4738	410/715-1103
MD	OPR	Spencer Frey	10300 Little Patuxent Pkwy Ste 1335	Columbia	21044-7038	410/730-9953
MD	OPR	Bill Boyer	1262 Vocke Rd Ste 284	Cumberland	21502-7891	301/729-8073
MD	OPR	Don Ward	221 Williams St	Cumberland	21502-3537	301/722-0086
MD	OPR	Trevelle Harvey	5502 Silver Hill Rd	District Heights	20747-2041	301/735-0602
MD	OPR	Matt Gibson	28632 Marlboro Ave	Easton	21601-2793	410/820-6522
MD	OPR	Michael Edmonds	3220 Solomons Island Rd	Edgewater	21037-1704	410/956-0402
MD	OPR	Tom McAuliffe	6032 Sykesville Rd	Eldersburg	21784-6000	410/552-0353
MD	OPR	Harry Marcus	1100 E Pulaski Hwy	Elkton	21921-2167	410/392-9494
MD	OPR	Randy Eastep	1980 Rock Spring Rd	Forest Hill	21050-2605	410/838-3333
MD	OPR	Aaron Crunkilton	5501 Urbana Pike	Frederick	21704-7277	301/668-5353
MD	OPR	Dwight Sones	2401 Monocacy Blvd	Frederick	21701-3275	240/529-1400
MD	OPR	Richard Munguia	104 Main St	Gaithersburg	20878-5573	240/631-9013
MD	OPR	Brian Smith	2615 Brandermill Blvd	Gambrills	21054-1645	410/451-7166
MD	OPR	Brian Smith	2691 Carver Rd	Gambrills	21054-1716	410/721-2105
MD	OPR	Kayla Smith	19945 Century Blvd	Germantown	20874-7120	240/686-1110
MD	OPR	Bill Johnson	6709 Ritchie Hwy	Glen Burnie	21061-2318	410/590-9484
MD	OPR	Matt Lohr	7900 Ritchie Hwy Spc E-113	Glen Burnie	21061-4367	410/760-6327
MD	OPR	Randy Scott	1680 Wesel Blvd	Hagerstown	21740-5387	301/393-3755
MD	OPR	Joe Dinoto	7055 Arundel Mills Cir	Hanover	21076-1387	410/799-2812
MD	OPR	Mike Hutton	6 Hyland Ave	Hunt Valley	21030-1395	410/771-1237
MD	OPR	John Flatley	107 Drury Dr	La Plata	20646-4262	301/934-3822
MD	OPR	Keith Singletary	1040 Shoppers Way	Largo	20774-4813	301/333-1981
MD	OPR	Chris Dinoto	13600 Baltimore Ave Ste 600	Laurel	20707-9498	301/483-6441
MD	OPR	Chris Dinoto	3366 Corridor Market Place	Laurel	20724-2375	301/483-6466



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ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
MD	OPR	Richard Plank	10975 Johns Hopkins Rd	Laurel	20723-6002	301/497-4497
MD	OPR	Bill Boyer	12101 Winchester Rd	Lavale	21502-7688	301/729-2004
MD	OPR	Billy McGrath	1610 W Nursery Rd	Linthicum Heights	21090-2278	410/859-2300
MD	OPR	Doug Honbarrier	1202 Martin Blvd	Middle River	21220-4148	410/686-5858
MD	OPR	Hunter Caudill	12901 Ocean Gtwy	Ocean City	21842-9505	410/213-1825
MD	OPR	Erik Amick	18115 Georgia Ave	Olney	20832-1401	301/804-9363
MD	OPR	Paul Xiong	10170 Reisterstown Rd	Owings Mills	21117-3815	410/363-3014
MD	OPR	Sean Johnson	10480 Owings Mills Blvd	Owings Mills	21117-7810	443/394-6070
MD	OPR	Hung Ly	2008 E Joppa Rd	Parkville	21234-2802	410/668-2444
MD	OPR	Patrick Cozadd	8110 Jumpers Hole Rd	Pasadena	21122-1082	410/760-2697
MD	OPR	Todd Smith	806 Solomons Island Rd N	Prince Frederick	20678-3919	443/968-3939
MD	OPR	Brian Kellner	12001 Reisterstown Rd	Reisterstown	21136-3052	410/526-3863
MD	OPR	Brad Wood	1401 Research Blvd	Rockville	20850-3159	301/251-4000
MD	OPR	Tiffany Thomas	12001 Rockville Pike	Rockville	20852-1603	301/881-1726
MD	OPR	Rob Gibson	2300 N Salisbury Blvd Ste G115	Salisbury	21801-7831	410/543-8535
MD	OPR	Rob Gibson	2736 N Salisbury Blvd	Salisbury	21801-2143	410/543-0206
MD	OPR	Joe Dinoto	7831 Quarterfield Park Road	Severn	21144	410/969-8272
MD	OPR	Chris Schenck	511 Ritchie Hwy	Severna Park	21146-2924	410/647-6232
MD	OPR	T.J. Parker	825 Ellsworth Dr Lot D1-A	Silver Spring	20910-4438	301/588-2915
MD	OPR	Terrell Daniel	12289 Tech Rd	Silver Spring	20904-1901	301/960-1195
MD	OPR	Natalie Martz	825 Dulaney Valley Rd Ste 3285	Towson	21204-3204	410/296-4950
MD	OPR	Ken Weikel	11110 Mall Cir	Waldorf	20603-4803	301/705-8066
MD	OPR	Ken Weikel	3365 Crain Hwy	Waldorf	20603-4857	301/632-9776
MD	OPR	P.J. McDaniel	144 Englar Rd	Westminster	21157-4858	410/871-2752
ME	OPR	Todd Schultz	605 Stillwater Ave	Bangor	04401-3523	207/262-3725
MI	OPR	Brad Spurlin	1545 Edgeknoll Dr SE	Grand Rapids	49508-7183	616/656-6000
MI	OPR	Jamie Ochsner	2750 E Beltline Ave SE	Grand Rapids	49546-5914	616/464-2697
MI	OPR	Shaun Page	2332 N Park Dr	Holland	49424-9599	616/355-9933
MI	OPR	Kate McNerney	5617 W Saginaw Hwy	Lansing	48917-2456	517/321-7800
MI	OPR	Nick Biggee	2075 W Grand River Ave	Okemos	48864-1706	855/692-7474
MI	OPR	Idris Rashid	6202 S Westnedge Ave	Portage	49002-2810	269/327-0877
MI	OPR	Blake Dennard	2800 W Big Beaver Rd Ste Y-323	Troy	48084-3224	248/930-0135
MI	OPR	Kristen Jay	700 54th St SW	Wyoming	49509-9526	616/534-2961
MN	OPR	Henry Cho	7480 153rd St W	Apple Valley	55124-7040	952/431-4445
MN	OPR	Josh Hadrava	595 Northtown Dr NE	Blaine	55434-1044	763/786-4478
MN	OPR	Reid Dorsett	2500 W 79th St	Bloomington	55431-1280	952/888-0488
MN	OPR	Reid Dorsett	354 Central Pkwy	Bloomington	55425-2570	952/854-1557
MN	OPR	Andrew Johnson	1200 County Road 42 W	Burnsville	55337-4431	952/898-3410
MN	OPR	Andrew Armstrong	445 W 79th St	Chanhassen	55317-4505	952/937-7557
MN	OPR	Alex McLaughlin	3590 River Rapids Dr Nw	Coon Rapids	55448-4100	763/323-9978
MN	OPR	Nick Murad	3420 Promenade Ave	Eagan	55123-4404	651/686-0041
MN	OPR	Nancy Christman	11820 Fountains Way	Maple Grove	55369-7203	763/416-1773
MN	OPR	Bob Lee	3045 White Bear Ave N	Maplewood	55109-1309	651/777-2329
MN	OPR	Matt Stockdale	1201 Broadway Ave S	Rochester	55904-3862	507/289-2669
MN	OPR	Alex Wilson	2090 Snelling Ave N	Roseville	55113-6001	651/636-0144
MN	OPR	Doug Marshall	4185 W Division St	Saint Cloud	56301-3740	320/251-1669
MN	OPR	Caleb Lee	8020 Highway 7	Saint Louis Park	55426-3924	952/938-1034
MN	OPR	Charlie McClure	1770 Robert St S	West Saint Paul	55118-3919	651/457-2991
MO	OPR	Shane Neel	1 Arnold Mall	Arnold	63010-2223	636/287-9814

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ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
MO	OPR	Brandon Jackley	951 NE Coronado Dr	Blue Springs	64014-3005	816/220-2321
MO	OPR	Kevin Hutcheson	607 W Main St	Branson	65616-2720	417/334-2723
MO	OPR	Bob Gutherz	8590 Eager Rd	Brentwood	63144-1435	314/968-5400
MO	OPR	Todd Anthony	12450 Saint Charles Rock Rd	Bridgeton	63044-2506	314/344-8910
MO	OPR	Brian House	3333 Gordonville Rd	Cape Girardeau	63703-5059	573/651-4600
MO	OPR	Jeff Greene	17365 Chesterfield Airport Rd	Chesterfield	63005-1414	636/536-6933
MO	OPR	Tom Van Voorn	305 N Stadium Blvd	Columbia	65203-1147	573/445-6627
MO	OPR	David Bruce	11997 Manchester Rd	Des Peres	63131-4502	314/821-3452
MO	OPR	David Bruce	184 W County Ctr Spc N	Des Peres	63131-3702	314/965-0103
MO	OPR	Tony Johnson	304 Clarkson Rd	Ellisville	63011-2222	636/527-0016
MO	OPR	Tasha Fox	3155 N Highway 67	Florissant	63033-1602	314/839-6533
MO	OPR	Lloyd Andersen	18785 E 39th St S	Independence	64057-1790	816/795-7775
MO	OPR	Kylie Oberweather	3407 Missouri Blvd	Jefferson City	65109-5768	573/638-0151
MO	OPR	Rick Starkweather	101 N Range Line Rd	Joplin	64801-4118	417/781-7123
MO	OPR	Rick Starkweather	2127 S Range Line Rd	Joplin	64804-3242	417/781-6000
MO	OPR	Andy Gallawa	6501 NW Barry Rd	Kansas City	64154-2575	816/587-0411
MO	OPR	Forrest Swyden	8551 State Line Rd	Kansas City	64114-2723	816/361-8800
MO	OPR	Lance Spencer	690 Nw Blue Pkwy	Lees Summit	64086-5734	816/246-2948
MO	OPR	Jon Hoffman	110 N Conistor Ln	Liberty	64068-1902	816/415-2212
MO	OPR	Mike Noel	2106 Highway K	O Fallon	63368-7930	636/272-5346
MO	OPR	Ruthie Seitz	5303 N Belt Hwy	Saint Joseph	64506-1262	816/232-5500
MO	OPR	Chris Torres	4125 Lemay Ferry Rd	Saint Louis	63129-1859	314/845-3499
MO	OPR	Eric Benting	10706 Sunset Hills Plz	Saint Louis	63127-1219	314/822-9500
MO	OPR	Nick Pyatt	3801 Hampton Ave	Saint Louis	63109-1410	314/832-2748
MO	OPR	Mark Simmonds	6180 Mid Rivers Mall Dr	Saint Peters	63304-1101	636/447-3881
MO	OPR	Brian Heberlie	425 W Sunshine St	Springfield	65807-2433	417/866-4232
MO	OPR	Steve Lowery	3700 S Glenstone Ave	Springfield	65804-4416	417/890-5800
MO	TMP	Zay Williams	2825 S Glenstone Ave Ste VC-11	Springfield	65804-3732	417/883-2275
MO	OPR	Scott Swindler	1918 Wentzville Pkwy	Wentzville	63385-3453	636/639-2357
MS	OPR	Ralph Bartels	2600 Beach Blvd	Biloxi	39531-4600	228/388-2648
MS	OPR	Keys Hayes	201 Disotell Blvd	Brandon	39042-7022	601/939-7188
MS	OPR	Morgan Koon	401 Handley Blvd Ste A	Byram	39272-8979	601/262-2342
MS	OPR	Neil Osborne	952 Highway 80 E	Clinton	39056-5203	601/924-8892
MS	OPR	Freda Kyle	528 18th Ave N	Columbus	39705-2283	662/329-5979
MS	OPR	Max Benson	3842 Promenade Pkwy	Diberville	39540-5364	228/392-1892
MS	OPR	Keys Hayes	274 Dogwood Blvd	Flowood	39232-8602	601/992-2554
MS	OPR	Chris McKlveen	11001 Highway 49	Gulfport	39503-4111	228/831-9599
MS	OPR	Jon Munger	6099 U S Highway 98	Hattiesburg	39402-9456	601/579-9119
MS	OPR	Justin Lombardozi	1000 Turtle Creek Dr Ste 270	Hattiesburg	39402-1167	601/909-3023
MS	OPR	Chris Rosson	1065 E County Line Rd	Jackson	39211-1851	601/991-3265
MS	OPR	Ian Hodges	210 E Capitol St	Jackson	39201-2306	601/352-1450
MS	OPR	Brittney Pickering	1138 Highway 15 N	Laurel	39440-2650	601/425-1995
MS	OPR	Josh Grimm	910 Sawmill Rd Ste 206	Laurel	39440-3951	601/428-1196
MS	OPR	Chris Rosson	1873 Main St	Madison	39110-6382	601/898-2338
MS	OPR	Brian Russell	109 S Frontage Rd	Meridian	39301-6110	601/581-1479
MS	OPR	Brandon Paulsen	8101 Camp Creek Rd	Olive Branch	38654-1612	662/890-2697
MS	OPR	Lance Reed	2307 Jackson Ave W	Oxford	38655-5417	662/232-8787
MS	TMP	Matthew Leverett	1200 E County Line Rd Ste 232	Ridgeland	39157-1942	601/957-3287
MS	OPR	Brandon Paulsen	6885 Getwell Rd N	Southaven	38672	662/772-5868

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ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
MS	OPR	Stuart Davidson	235 Goodman Rd W	Southaven	38671-9408	662/349-3587
MS	OPR	Jonathan Rogers	701 Highway 12 E	Starkville	39759-3808	662/324-4460
MS	OPR	Jamey Finley	908 Barnes Crossing Rd	Tupelo	38804-0910	662/844-1270
MS	OPR	Taylor Locke	1001 Barnes Crossing Rd Ste 14	Tupelo	38804-0902	662/844-9616
MS	OPR	Nick Jones	3403 Halls Ferry Rd	Vicksburg	39180-5503	601/661-0001
MT	OPR	Casey Meadows	35 Treeline Rd	Kalispell	59901-1219	406/752-3710
NC	OPR	Tyler Bruce	625 NC Hwy 24/27 byp E	Albemarle	28001	704/983-2789
NC	OPR	Tony Holmes	1110 Beaver Creek Commons Dr	Apex	27502-3919	919/303-2377
NC	OPR	Sam Ramsey	1212 E Dixie Dr	Asheboro	27203-8856	336/633-1303
NC	OPR	Sam Ramsey	425 Randolph Mall	Asheboro	27203-0613	336/626-6688
NC	OPR	Bryan Strole	3 S Tunnel Rd	Asheville	28805-2238	828/298-6041
NC	OPR	Larry Meadows	1832 Hendersonville Rd	Asheville	28803-3207	828/277-9913
NC	OPR	Larry Meadows	40 S Tunnel Rd	Asheville	28805-2219	828/298-2571
NC	OPR	Nick Leatherwood	170 Merrimon Ave	Asheville	28801-1826	828/253-2201
NC	OPR	Natasha Gilbert	801 Park St	Belmont	28012-2765	704/825-8600
NC	OPR	Terese Fogleman	2082 Blowing Rock Rd	Boone	28607-6152	828/264-4660
NC	OPR	Shawn Willis	1477 University Dr	Burlington	27215-8768	336/584-0895
NC	OPR	Shawn Willis	3102 Garden Rd	Burlington	27215-9784	336/584-3050
NC	OPR	Amanda Phillips	7107 Okelly Chapel Rd	Cary	27519-6849	919/466-9525
NC	OPR	Dave Butts	1803 N Harrison Ave	Cary	27513-2408	919/678-1444
NC	OPR	Drew Caffrey	411 Colonades Way	Cary	27518-7071	919/816-8222
NC	OPR	Paul Junkins	1815 Walnut St	Cary	27518-9201	919/233-1691
NC	OPR	Rick Holcombe	1000 Valleystone Dr	Cary	27519-8405	919/465-0699
NC	OPR	Sammy Culberson	201 S Estes Dr Spc 51	Chapel Hill	27514-7001	919/968-0126
NC	OPR	Andre Harakas	101 S Tryon St Ste 9	Charlotte	28280-0007	704/344-0222
NC	OPR	Andre Harakas	4431 Randolph Rd	Charlotte	28211-2325	704/366-0073
NC	OPR	Art TerKeurst	11530 Waverly Center Dr	Charlotte	28277-4842	704/844-0270
NC	OPR	Barry McAllaster	10001 Rea Rd	Charlotte	28277-4390	704/844-0704
NC	OPR	Beckie Johnston	7910 Rea Rd	Charlotte	28277-6501	704/540-9690
NC	OPR	DuPre Bingham	8411 Northlake Commons Blvd	Charlotte	28216-2268	704/599-2330
NC	OPR	DuPre Bingham	9731 Callabridge Ct	Charlotte	28216-7649	704/395-2004
NC	OPR	Hal Queen	9010 Albemarle Rd	Charlotte	28227-2620	704/537-2140
NC	OPR	Jim Crain	4400 Sharon Rd	Charlotte	28211-3531	704/364-5770
NC	OPR	John Tsumas	3015 South Blvd	Charlotte	28209-1805	704/665-6371
NC	OPR	Justin Riddle	3117 Pineville Matthews Rd	Charlotte	28226	704/541-9979
NC	OPR	Peter Cestrone	1001 Blythe Blvd	Charlotte	28203-5866	704/355-5900
NC	OPR	Peter Cestrone	14111 Rivergate Pkwy	Charlotte	28273-8872	704/504-8484
NC	OPR	Peter Cestrone	8032 S Tryon St	Charlotte	28273-3324	704/504-1234
NC	OPR	Rob Rogers	8700 University Exec Park Dr	Charlotte	28262-4336	704/593-0052
NC	OPR	Rossllyn Singleton	5920 Prosperity Church Rd	Charlotte	28269-2682	704/992-9300
NC	OPR	Stan Stepp	8433 Davis Lake Pkwy	Charlotte	28269-3414	704/596-2229
NC	OPR	Tami Porter	1540 E Woodlawn Rd	Charlotte	28209-2235	704/529-0399
NC	OPR	Terry Shelton	9801 South Blvd	Charlotte	28273-6904	704/552-7997
NC	OPR	Tony McFarland	6801 Northlake Mall Dr Ste FC201	Charlotte	28216-0792	704/596-1211
NC	OPR	David Moore	2551 Lewisville Clemmons Rd	Clemmons	27012-8712	336/712-9973
NC	TMP	Alex Ottaway	1480 Concord Pkwy N	Concord	28025-2933	704/786-7322
NC	OPR	John Charping	985 Concord Pkwy S	Concord	28027-9061	704/720-9115
NC	OPR	Roland Mitchell	6061 Bayfield Pkwy	Concord	28027-7597	704/720-7580
NC	OPR	Roland Mitchell	8020 Concord Mills Blvd	Concord	28027-4417	704/979-1120

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ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
NC	OPR	Stockton Perry	1475 Concord Pkwy N	Concord	28025-2932	704/262-1553
NC	OPR	Shannon Holland	7267 Highway 73	Denver	28037-9187	704/827-1301
NC	OPR	Daniel Neil	6910 Fayetteville Rd Ste 246	Durham	27713-8259	919/806-5557
NC	OPR	Joe Fernandez	4139 Durham Chapel Hill Blvd	Durham	27707-2502	919/402-2092
NC	OPR	John White	104 Residence Inn Blvd	Durham	27713-2200	919/484-7778
NC	OPR	John White	7836 Leonardo Dr	Durham	27713-6457	919/206-4330
NC	OPR	Pamela Moncree	3429 Hillsborough Rd	Durham	27705-3008	919/382-9399
NC	OPR	Tony Fernandez	3912 N Roxboro St	Durham	27704-2118	919/620-0897
NC	TMP	Luis Gomez	1706 W Ehringhaus St	Elizabeth City	27909-4554	252/331-1907
NC	OPR	Micah Eller	541 CC Camp Rd	Elkin	28621-8704	336/366-3333
NC	OPR	Bob Bangs	4611 Ramsey St	Fayetteville	28311-2138	910/488-1907
NC	OPR	Joel Sellers	419 Cross Creek Mall	Fayetteville	28303-7238	910/864-2596
NC	OPR	Tommy Arnold	1921 Skibo Rd	Fayetteville	28314-1541	910/868-4849
NC	OPR	Tommy Arnold	2727 Raeford Rd	Fayetteville	28303-5435	910/483-9501
NC	OPR	Michael Lawson	1460 N Main St	Fuquay Varina	27526-8901	919/577-1030
NC	OPR	Jerry Coleman	220 Shenstone Ln	Garner	27529-6905	919/329-0275
NC	OPR	Jerry Coleman	2720 Timber Dr	Garner	27529-2591	919/661-2448
NC	OPR	Tom Ellington	3350 E Franklin Blvd	Gastonia	28056-6293	704/868-9869
NC	OPR	Russell Wade	1201 N Berkeley Blvd	Goldsboro	27534-3419	919/778-5717
NC	OPR	David Crockett	348 Four Seasons Town Ctr	Greensboro	27407-4758	336/294-3211
NC	OPR	Ed Ayers	1100 Lanada Rd	Greensboro	27407-2650	336/854-9355
NC	OPR	Jim Brown	611 Pembroke Rd	Greensboro	27408-7607	336/323-0298
NC	OPR	Keith Kiser	209 Pisgah Church Rd	Greensboro	27455-2517	336/286-0408
NC	OPR	Keith Kiser	3703 Battleground Ave	Greensboro	27410-2345	336/286-0073
NC	OPR	Matt Eller	5901 W Friendly Ave	Greensboro	27410-3207	336/854-5411
NC	OPR	Nick Matthews	2710 Koury Blvd	Greensboro	27407	336/299-4643
NC	OPR	Ben Dixon	3020 Evans St	Greenville	27834-6939	252/355-8706
NC	OPR	Ray Emmerling	714 Greenville Blvd Se Ste F7	Greenville	27858-5104	252/355-4529
NC	OPR	Jeremy Stouder	6805 Jenkins Ln.	Harrisburg	28075	704/455-0082
NC	OPR	Joshua Towne	200 Trade St	Henderson	27536-3500	252/436-0010
NC	OPR	Joel Benson	52 Highlands Square Dr	Hendersonville	28792-5722	828/693-8080
NC	OPR	James Goewey	1815 US Highway 70 SE	Hickory	28602-5157	828/267-2027
NC	OPR	Jason Pope	1239 2nd St NE	Hickory	28601-2660	828/569-2769
NC	OPR	Tim Ray	1960 US Highway 70 SE Ste 2-121	Hickory	28602-5106	828/322-7038
NC	OPR	Gene Rhodes	2700 N Main St	High Point	27265-2825	336/869-7280
NC	OPR	Gene Rhodes	3855 John Gordon Ln	High Point	27265-8046	336/841-2382
NC	OPR	Lori Allred	801 Village Walk Dr	Holly Springs	27540-7193	919/567-0060
NC	OPR	Joe Hatzopoulos	16915 Statesville Rd	Huntersville	28078-7130	704/892-0071
NC	OPR	Dean Sandbo	13801 E Independence Blvd	Indian Trail	28079-9611	704/882-2697
NC	OPR	Pete Burgess	1405 Western Blvd	Jacksonville	28546-6758	910/455-2934
NC	OPR	Pete Burgess	304B Western Blvd	Jacksonville	28546-6337	910/353-9700
NC	OPR	Pete Burgess	306 Jacksonville Mall	Jacksonville	28546-7316	910/353-7887
NC	OPR	David Grix	1110 S Main St	Kernersville	27284-7480	336/992-7388
NC	OPR	John McPhaul	4499 Us Highway 70 W	Kinston	28504-7576	252/208-0744
NC	OPR	Kevin Richardson	6711 Knightdale Blvd	Knightdale	27545-7300	919/217-6981
NC	OPR	Michael Meservy	914 S 401 Bypass Hwy	Laurinburg	28352-0500	
NC	OPR	Veronica Weibel	3571 Leland Town Center Drive	Leland	28451	910/408-1040
NC	OPR	Mike Sheley	116 Wilkesboro Blvd SE	Lenoir	28645-4438	828/929-2449
NC	OPR	Tom Fitzpatrick	75 Plaza Pkwy	Lexington	27292-5366	336/242-9527

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
NC	OPR	Brittany Joyner	1904 E Main St	Lincolnton	28092-3917	704/735-0050
NC	OPR	Mark Morse	230 Jackson Ct	Lumberton	28358-1103	910/739-7797
NC	OPR	Dean Sandbo	6390 Weddington Rd	Matthews	28104-7925	704/234-1000
NC	OPR	Deno Keretses	9905 Matthews Park Dr	Matthews	28105-1714	704/847-7702
NC	OPR	Todd Perkins	1311 Mebane Oaks Rd	Mebane	27302-9681	919/568-6080
NC	OPR	David Rowland	2115 W Roosevelt Blvd Ste 105	Monroe	28110-2737	704/283-8070
NC	OPR	David Rowland	2592 W Roosevelt Blvd	Monroe	28110-8431	704/225-8630
NC	OPR	Darin Wiggins	457 River Hwy	Mooreville	28117-6828	704/799-0401
NC	OPR	Patrick Conneely	5156 Hwy 70 W	Morehead City	28557-4504	252/247-7281
NC	OPR	Dallas Stoudenmire	1006 Burkemont Ave	Morganton	28655-4503	828/439-2373
NC	OPR	Chad Tidd	2007 Rockford St	Mount Airy	27030-5203	336/648-8500
NC	OPR	Tom Pike	3000 Dr M L King Jr Blvd	New Bern	28562-5212	252/672-9321
NC	OPR	Terry Shelton	11025 Carolina Place Pkwy Ste Fc10	Pineville	28134-9014	704/543-4238
NC	OPR	Ashlee Lawson	2000 Cameron St	Raleigh	27605-1311	919/821-1155
NC	OPR	Charly Kerr	8661 Six Forks Rd	Raleigh	27615-2966	919/848-6715
NC	OPR	Chris Latta	4621 Capital Blvd	Raleigh	27604-4479	919/850-2175
NC	OPR	Chris Latta	6701 Falls of Neuse Rd	Raleigh	27615-5373	919/845-4556
NC	OPR	David Langston	3770 Lake Boone Trl	Raleigh	27607-3042	919/420-2471
NC	OPR	Donovan Carless	5959 Triangle Town Blvd Spc FC1104	Raleigh	27616-3268	919/792-2214
NC	OPR	Mike Lawson	8901 Brier Creek Pkwy	Raleigh	27617-7807	919/293-0100
NC	OPR	Nick Welch	4325 Glenwood Ave Ste 2040	Raleigh	27612-4526	919/782-1911
NC	OPR	Rally de Leon	4154 Main at North Hills St	Raleigh	27609-5754	919/510-0100
NC	OPR	Terry Butler	6612 Glenwood Ave	Raleigh	27612-7128	919/571-8480
NC	OPR	Amy Galloway	280 Premier Blvd	Roanoke Rapids	27870-5076	252/537-4331
NC	OPR	Bill Lehnes	1332 Jeffreys Rd	Rocky Mount	27804-1806	252/442-3525
NC	OPR	Bo Hawkins	902 E Innes St	Salisbury	28144-4638	704/797-9300
NC	OPR	Kelly McKeown	3224 NC Highway 87 S	Sanford	27332	919/777-0707
NC	OPR	Chris Beckler	719 E Dixon Blvd	Shelby	28152-6831	704/481-8110
NC	OPR	Sam Seigler	2001 E Dixon Blvd Ste 38	Shelby	28152-6957	704/482-8150
NC	OPR	Keith Dimsdale	1300 N Brightleaf Blvd	Smithfield	27577-7204	919/938-0058
NC	OPR	Eric Corbett	10735 S. US Highway 15/501	Southern Pines	28387	910/692-6646
NC	OPR	David Watson	228 Turnersburg Hwy	Statesville	28625-2797	704/881-0002
NC	OPR	Rob Reasoner	11730 Retail Dr	Wake Forest	27587-7349	919/562-9004
NC	OPR	Robert Conard	45 Barber Blvd	Waynesville	28786-2874	828/452-7838
NC	OPR	Mark Eller	2007 W Us Highway 421	Wilkesboro	28697-8637	336/921-2697
NC	OPR	Billy Lynch	195 Porters Neck Rd	Wilmington	28411-7601	910/686-2130
NC	OPR	Billy Lynch	6891 Swan Mill Rd	Wilmington	28405-3170	910/256-0854
NC	OPR	Harold Jarvis	5106 S College Rd	Wilmington	28412-2206	910/794-9008
NC	OPR	Mike Perdue	3389 Oleander Dr	Wilmington	28403-0808	910/452-9399
NC	OPR	Mike Perdue	3500 Oleander Dr Ste Fc2	Wilmington	28403-0847	910/799-3900
NC	OPR	Raymond Skelton	5123 Market St	Wilmington	28405-3431	910/397-2884
NC	OPR	Christy Proctor	2407 Forest Hills Rd W	Wilson	27893-3478	252/206-9862
NC	OPR	Christy Proctor	5100 Raleigh Road Pkwy W	Wilson	27896-9708	252/640-2756
NC	OPR	Carrie Ingram	1925 N Peace Haven Rd	Winston Salem	27106-4850	336/659-8140
NC	OPR	Jade Costen	391 Knollwood St	Winston Salem	27103-1814	336/722-6058
NC	OPR	Johannes Hillerbrand	3320 Silas Creek Pkwy Ste FC7	Winston Salem	27103-3126	336/760-9412
NC	OPR	Peter Zimmermann	3343 Sides Branch Rd	Winston Salem	27127-6852	336/785-2206
NC	OPR	Peter Zimmermann	924 Hanes Mall Blvd	Winston Salem	27103-5527	336/765-0713
NC	OPR	Ross Parrish	328 E Hanes Mill Rd	Winston Salem	27105-9135	336/377-3440

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
NC	OPR	Abbott Dees	4239 Winterville Pkwy	Winterville	28590-7969	252/321-1382
ND	OPR	Kimberly Flamm	4100 13th Ave S	Fargo	58103-3322	701/281-5976
ND	OPR	Guy Wentink	3230 32nd Ave S	Grand Forks	58201-6018	701/746-9942
NE	OPR	Tom Deall	2016 Cornhusker Rd	Bellevue	68123-4422	402/292-2337
NE	OPR	Charlie Colon	6810 S 27th St	Lincoln	68512-4822	402/975-2448
NE	OPR	Dustin Andrews	4770 O St	Lincoln	68510-1847	402/465-0075
NE	OPR	Ed Douan	12310 W Dodge Rd	Omaha	68154-2382	402/884-8654
NE	OPR	Mike Stice	6310 N 72nd St	Omaha	68134-2104	402/571-0927
NE	OPR	Rich Ubele	7575 Dodge St	Omaha	68114-3632	402/614-6960
NE	OPR	Stu Shaw	17501 W Center Rd	Omaha	68130-2740	402/334-3452
NE	OPR	Phil Tuttle	8710 S 71st Plz	Papillion	68133-2142	402/934-6601
NH	OPR	Anthony Piccola	310 Daniel Webster Hwy Ste 144	Nashua	03060-5732	603/891-1000
NH	OPR	Anthony Piccola	377 Amherst St	Nashua	03063-1210	603/595-2202
NJ	OPR	Bill Diaco	110 Black Horse Pike	Audubon	08106-1900	856/547-0815
NJ	OPR	Ted Reim	522 Route 70	Brick	08723-4014	732/477-1093
NJ	OPR	Jamie Gottschling	1817 Mount Holly Rd	Burlington	08016-4700	609/387-2500
NJ	OPR	Dave Curran	2020 Marlton Pike W Ste C	Cherry Hill	08002-2751	856/488-9117
NJ	OPR	Dave Curran	400 Haddonfield Rd	Cherry Hill	08002-2206	856/488-1600
NJ	OPR	Rich Reiner	1749 Marlton Pike E	Cherry Hill	08003-2320	856/520-8433
NJ	OPR	Sal Miliziano	1301 Fairview Blvd	Delran	08075-1452	856/764-0765
NJ	TMP	Aaron Reynolds	1750 Deptford Center Rd Ste F17	Deptford	08096-5235	856/848-7712
NJ	OPR	Doug Clark	1480 Clements Bridge Rd	Deptford	08096-3006	856/853-0425
NJ	OPR	Cassie Stubbs	180 Highway 35 Spc F-9	Eatontown	07724-2023	732/542-2243
NJ	OPR	Sophie Stein	55 Parsonage Rd Unit 434	Edison	08837-2499	732/548-6024
NJ	OPR	Amy McCloy-Miles	6801 Black Horse Pike	Egg Harbor Townsh	08234-4131	609/407-4900
NJ	OPR	Josh Maxwell	6038 Black Horse Pike	Egg Harbor Townsh	08234-9752	609/407-4100
NJ	OPR	Dennis Williams	2 Nathaniel Pl	Englewood	07631-2735	201/227-2050
NJ	OPR	Ryan Reep	287 US Highway 202/31 S	Flemington	08822-3458	908/237-2697
NJ	TMP	Drake Rabon	3710 US Highway 9 Ste 2314	Freehold	07728-4812	732/308-3402
NJ	OPR	Travis Biggs	555 Marketplace Blvd	Hamilton	08691-2112	609/581-7601
NJ	OPR	Jeff Bassett	4881 Us Highway 9	Howell	07731-3749	732/730-9033
NJ	OPR	Jon Young	30 Mall Dr W	Jersey City	07310-1615	201/459-1100
NJ	OPR	Christian McGrory	220 Route 73 N	Marlton	08053-1608	856/985-4391
NJ	OPR	Drew Blind	1711 NJ-10 (Rt.10)	Morris Plains	07950	973/605-1029
NJ	OPR	Bob Mancini	1418 Nixon Dr	Mount Laurel	08054-4261	856/778-1900
NJ	OPR	Bob Mancini	58 Centerton Rd	Mount Laurel	08054-6102	856/439-2696
NJ	OPR	Michael Thornton	2065 Paramus Park Mall	Paramus	07652-3536	201/967-1059
NJ	OPR	Noah Levy	1 Garden State Plz Spc Fc-10	Paramus	07652-2417	201/843-0347
NJ	OPR	Andy Pulkowski	1194 US Highway 22	Phillipsburg	08865-4117	908/859-4000
NJ	OPR	Ray Cowan	726 State Rt 17	Ramsey	07446-1603	201/818-8000
NJ	OPR	Jeff Price	621 Woodbury Glassboro Rd	Sewell	08080-3733	856/464-2277
NJ	OPR	Burley Clark	481 Cross Keys Rd	Sicklerville	08081-9749	856/262-0002
NJ	OPR	Ken Walsh	19 Teterboro Landing Dr	Teterboro	07608-1120	201/288-0847
NJ	OPR	Burley Clark	5651 Route 42	Turnersville	08012-1000	856/228-2111
NJ	OPR	Jim Strole	2319 US Highway 22 W	Union	07083-8517	908/688-4515
NJ	OPR	Phil Kelley	3849 S Delsea Dr	Vineland	08360-7408	856/327-4414
NJ	OPR	John McArthur	1170 White Horse Rd	Voorhees	08043-2108	856/784-5360
NJ	OPR	Zach Ayers	88 Willowbrook Blvd	Wayne	07470	973/890-3088
NJ	OPR	Mike Lutz	244 N Route 73	West Berlin	08091-2505	856/767-0817

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
NJ	OPR	Carlos Colon-Lopez	434 Woodbridge Ctr	Woodbridge	07095-1305	732/634-8981
NJ	OPR	Marlon Terrell	1040 US Highway 1 N	Woodbridge	07095-2507	732/636-2074
NM	OPR	Dan O'Bryan	3801 Ellison Rd Nw	Albuquerque	87114-7017	505/898-8988
NM	OPR	Ken Sersun	210 Eubank Blvd SE	Albuquerque	87123-3327	505/292-9190
NM	OPR	Len Spadoni	1600 Gibson Blvd SE	Albuquerque	87106	505/247-0947
NM	OPR	Len Spadoni	5009 Montgomery Blvd NE	Albuquerque	87109-1307	505/884-4171
NM	OPR	Mark Cook	2274 Wyoming Blvd NE	Albuquerque	87112-2620	505/299-0276
NM	OPR	Mark Cook	8110 San Pedro Dr NE	Albuquerque	87113-1735	505/797-7858
NM	OPR	Gary Smouse	4910 E Main St	Farmington	87402-8658	505/325-7000
NM	OPR	Joseph Ramirez	1105 E University Ave	Las Cruces	88001-5607	575/521-6247
NM	OPR	Matt Carper	2091 E Lohman Ave	Las Cruces	88001-3189	575/524-2888
NM	OPR	Sergio Chavez	700 S Telshor Blvd Ste 1254	Las Cruces	88011-8684	575/522-8204
NM	OPR	Bridget Alcalá	1058 Unser Blvd SE	Rio Rancho	87124-6001	505/892-1359
NM	OPR	Mark Ruse	2400 Cerrillos Rd	Santa Fe	87505-3392	505/424-2269
NV	OPR	Dan Mullins	460 N Stephanie St	Henderson	89014-6651	702/463-4004
NV	OPR	Cole Donahoo	2480 S Rancho Dr	Las Vegas	89102	702/252-4232
NV	OPR	Dave Taplin	9925 S Eastern Ave	Las Vegas	89183-7944	702/684-6888
NV	OPR	Vince Merrell	1991 N Rainbow Blvd	Las Vegas	89108-2798	702/648-6486
NV	OPR	Ryan Smith	6365 S McCarran Blvd	Reno	89509-6101	775/470-8333
NV	OPR	Tiffany Sangster	1390 Big Fish Dr	Sparks	89434-4413	775/440-1828
NY	OPR	Brandon Hurst	166 Flatbush Ave	Brooklyn	11217-2019	917/810-0455
NY	OPR	Cassandra Sheedy	1753 Walden Ave	Cheektowaga	14225-4924	716/894-2042
NY	OPR	Jimmer Szatkowski	7916 Brewerton Rd	Cicero	13039-9550	315/288-5202
NY	OPR	Bryan Beasley	656 Commack Rd	Commack	11725-5404	631/499-1280
NY	OPR	Andrew Privitera	4942 Transit Rd	Depew	14043-4616	716/601-7741
NY	OPR	Paul Daniels	9015 Queens Blvd Ste 7	Elmhurst	11373-4910	718/271-1755
NY	OPR	Nolan Patrick	1991 Broadhollow Rd	Farmingdale	11735-1704	631/777-1926
NY	OPR	Joe Hawkins	630 Old Country Rd	Garden City	11530-3467	516/743-3636
NY	OPR	Alan Taylor	2140 W Ridge Rd	Greece	14626-2802	585/225-1005
NY	OPR	Erin Elko	1401 Broadway Mall	Hicksville	11801-2715	516/433-6305
NY	OPR	Ellie Kim	50 E 42nd St	New York	10017-5457	917/261-6415
NY	OPR	Jared Caldwell	1536 3rd Ave	New York	10028-2167	212/410-7500
NY	OPR	Josh Baals	700 Avenue of the Americas	New York	10010-5141	855/667-3232
NY	OPR	Kevin Young	918 8th Ave	New York	10019-5152	212/245-2325
NY	TMP	Kristen Brannon	1180 Avenue of the Americas	New York	10036-8401	212/944-1903
NY	OPR	Luke Cook	144 Fulton St	New York	10038-2505	212/381-0780
NY	OPR	Oscar Fittipaldi	1000 Avenue of the Americas	New York	10018-5440	212/704-9920
NY	OPR	Sam Megala	711 Lexington Ave	New York	10022-2053	646/368-1700
NY	OPR	Michael King	400 State Route 3	Plattsburgh	12901-6519	518/324-6696
NY	OPR	Stan Abrahamsen	5184 Nesconset Hwy	Port Jefferson Stati	11776-1302	631/476-8100
NY	OPR	Roosevelt Board	2655 Richmond Ave	Staten Island	10314-5821	929/343-5064
NY	OPR	Scott Buccellato	1530 Old Country Rd	Westbury	11590-5252	516/222-2530
OH	OPR	Courtney Holmes	26300 Cedar Rd Ste Fc5	Beachwood	44122-1196	216/831-5195
OH	OPR	Rex Brooking	2360 N Fairfield Rd	Beavercreek	45431-2558	937/320-1228
OH	OPR	Rex Brooking	2727 Fairfield Commons Blvd	Beavercreek	45431-3778	937/320-1224
OH	OPR	Billy James	7401 Market St Rm 857	Boardman	44512-5648	330/758-7391
OH	OPR	Doug Pugh	4228 Belden Village Mall	Canton	44718-2504	330/494-2894
OH	OPR	Marla Davis	5301 Cornerstone North Blvd	Centerville	45440-2269	937/439-1700
OH	OPR	Chuck Perkins	8598 Beechmont Ave	Cincinnati	45255-4708	513/474-2445

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ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
OH	OPR	Garth Truter	7875 Montgomery Rd Spc F5	Cincinnati	45236-4602	513/793-7149
OH	OPR	Jason Griggs	6495 Glenway Ave	Cincinnati	45211-5233	513/598-9400
OH	OPR	Marc Osborne	9496 Colerain Ave	Cincinnati	45251-2002	513/245-0934
OH	OPR	Roland Rubio	4695 Marburg Ave	Cincinnati	45209-5005	513/351-2982
OH	OPR	Tom Sutton	874 Eastgate North Dr	Cincinnati	45245-1588	513/752-0223
OH	OPR	Adam DiSibio	1924 N High St	Columbus	43201-1148	614/424-6020
OH	OPR	Karen Bolumen	6240 E Broad St	Columbus	43213-1530	614/861-2300
OH	OPR	Paul Rankin	3940 Morse Rd	Columbus	43219-3016	614/414-7222
OH	OPR	Seth Flores	807 W 3rd Ave	Columbus	43212-3106	614/297-6923
OH	OPR	Waylon Willoughby	8787 Sancus Blvd	Columbus	43240-2016	614/888-8787
OH	OPR	Zach Mallare	1500 Polaris Pkwy Ste FC4	Columbus	43240-2131	614/438-5845
OH	OPR	Erich Weiss	420 Howe Ave	Cuyahoga Falls	44221-4957	330/920-4544
OH	OPR	Kevin Weaver	3339 Benchwood Rd	Dayton	45414-2705	937/454-0445
OH	OPR	Marla Davis	1482 Miamisburg Centerville Rd	Dayton	45459-3827	937/439-2552
OH	OPR	Ty Dillon	2700 Miamisburg-Ctrvil Rd #212	Dayton	45459	937/439-1932
OH	OPR	Brian Siktberg	6051 Sawmill Rd	Dublin	43017-3632	614/717-9404
OH	OPR	Kevin Harris	5043 Tuttle Crossing Blvd Ste 169	Dublin	43016-1523	614/760-7688
OH	OPR	Daryl Nelson	6305 S Gilmore Rd	Fairfield	45014-5159	513/860-1915
OH	OPR	Daryl Nelson	3403 Princeton Rd	Fairfield Township	45011-7956	513/892-4232
OH	OPR	Paul Becker	47 Flight Memorial Pkwy	Fairlawn	44333-4563	330/668-2404
OH	OPR	Paul Hadde	1931 Tiffin Ave	Findlay	45840-6752	419/425-5288
OH	OPR	Joe Benson	1696 Stringtown Rd	Grove City	43123-8995	614/539-9500
OH	OPR	Dream Wright	1988 Hilliard Rome Rd	Hilliard	43026-7566	614/771-9650
OH	OPR	Justin Amburgey	6720 Airport Hwy	Holland	43528-7825	419/865-0810
OH	OPR	Matt Eller	480 E Stroop Rd	Kettering	45429-2830	937/949-9643
OH	OPR	Dan Stanko	8213 Golden Link Blvd	Macedonia	44067-2068	330/908-3300
OH	OPR	Markus Schleidt	5150 Merten Dr	Mason	45040-9418	513/770-3445
OH	OPR	Markus Schleidt	6300 Kings Island Dr	Mason	45040-9665	
OH	OPR	Billie Federer	6390 Mayfield Rd	Mayfield Heights	44124-3213	440/683-1946
OH	OPR	Lauren Kontur	9611 Mentor Ave	Mentor	44060-4528	440/354-2924
OH	OPR	Tony Morgano	7850 Mentor Ave Ste 870	Mentor	44060-5586	440/974-0084
OH	OPR	Mike Moore	5700 Romar Drive	Milford	45150	513/248-0690
OH	OPR	Doug Pugh	5411 Dressler Rd NW	North Canton	44720-7748	330/966-5420
OH	OPR	Ken Ball	4779 Great Northern Blvd	North Olmsted	44070-3428	440/716-0030
OH	OPR	Michael Herrick	10315 Fremont Pike	Perrysburg	43551-3336	419/874-6412
OH	OPR	Gail McCullough	1110 Boardman-Poland Rd	Poland	44514-1930	330/726-7205
OH	OPR	Damian Grana	20801 Center Ridge Rd	Rocky River	44116-4315	440/356-2030
OH	OPR	Chris Aey	6150 Som Center Rd	Solon	44139-2333	440/498-0645
OH	OPR	Doug Peters	501 E Kemper Rd	Springdale	45246-3230	513/671-9333
OH	OPR	Brian Wellman	16584 Royalton Rd	Strongsville	44136-4431	440/238-2344
OH	OPR	Jonathan Winn	3308 Secor Rd	Toledo	43606-1517	419/578-1000
OH	OPR	Jonathan Winn	4260 W Sylvania Ave	Toledo	43623-4417	419/474-2000
OH	OPR	Justin Amburgey	6636 W Central Ave	Toledo	43617-1075	419/841-7762
OH	OPR	Steven Owen	5001 Monroe St Ste FC10	Toledo	43623-3626	419/471-9455
OH	OPR	Doug Knostman	1910 W Main St	Troy	45373-1017	937/335-4155
OH	OPR	Derek Emerson	1885 Niles Cortland Rd SE	Warren	44484-3066	330/652-1300
OH	OPR	Gerrick Doss	4001 Richmond Rd	Warrensville Heights	44122-6048	216/831-6700
OH	OPR	Andrew Wight	7602 Trailside Dr	West Chester	45069-7588	513/777-0200
OH	OPR	Markus Schleidt	7733 Voice of America Centre Dr	West Chester	45069-2791	513/779-1767



# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
OH	OPR	Tony Alexander	35441 Euclid Ave	Willoughby	44094-4515	440/946-1831
OK	OPR	Brian Stanley	1500 Lonnie Abbott Blvd	Ada	74820-1812	580/436-4180
OK	OPR	Drew Anderson	2500 12th Ave NW	Ardmore	73401-1273	580/319-7901
OK	OPR	Chase Allcott	602 SE Washington Blvd	Bartlesville	74006-8233	918/331-9956
OK	OPR	Amanda Almy	850 E. Kenosha Street	Broken Arrow	74012	918/251-0199
OK	OPR	Brian Treat	664 S Lynn Riggs Blvd	Claremore	74017-8711	918/283-2389
OK	OPR	Greg Harjo	1025 W I 35 Frontage Rd	Edmond	73034-7328	405/844-0077
OK	OPR	Greg Harjo	1210 E 2nd St	Edmond	73034-5317	405/330-1141
OK	OPR	Mac McMurry	52 E 33rd St	Edmond	73013-4603	405/330-6946
OK	OPR	Connie Sturgeon-Hart	4329 W Owen K Garriott Rd	Enid	73703-4810	580/234-9801
OK	OPR	Jonathan Pickett	2301 NW Cache Rd	Lawton	73505-5215	580/353-7766
OK	OPR	Michel Harding	200 SW C Ave	Lawton	73501-4644	580/353-5989
OK	OPR	Bill Redenius	7331 SE 29th St	Midwest City	73110-6122	405/741-1500
OK	OPR	Brian Hilgenfeld	2001 S Telephone Rd	Moore	73160-2938	405/799-6100
OK	OPR	Brandon Allen	2004 N 11th St	Muskogee	74401-3521	918/687-1100
OK	OPR	Brian Hilgenfeld	2437 W Main St	Norman	73069-6327	405/579-1500
OK	OPR	Kyle Gutteridge	3351 W Main St	Norman	73072-4806	405/364-4364
OK	OPR	Nick Mauldin	120 12th Ave NE	Norman	73071-5235	405/310-3189
OK	OPR	Aaron Weast	6420 SW 3rd St	Oklahoma City	73128-2201	405/440-0500
OK	OPR	James Novak	7004 NW Expressway	Oklahoma City	73132-3534	405/728-9494
OK	OPR	Rey Ferreyro	14040 N Pennsylvania Ave	Oklahoma City	73134-6116	405/752-8100
OK	OPR	Steve Steward	920 W I 240 Service Rd	Oklahoma City	73139-2303	405/632-2525
OK	OPR	Tricia Whitthorne	1901 NW Expressway Ste 2045A	Oklahoma City	73118-9272	405/843-5122
OK	OPR	Tricia Whitthorne	6201 N May Ave	Oklahoma City	73112-4243	405/810-8888
OK	OPR	Tucker Braun	2501 W Memorial Rd Ste 12	Oklahoma City	73134-8025	405/755-4762
OK	OPR	Mark Schneider	12015 E 96th St N	Owasso	74055-5329	918/272-7201
OK	OPR	Jeff Madison	4637 N Kickapoo Ave	Shawnee	74804-1200	405/273-1388
OK	OPR	James Walker	600 E Hall of Fame Ave	Stillwater	74075-5452	405/742-2111
OK	OPR	Arthur Greeno	11201 E 71st St	Tulsa	74133-2525	918/461-0777
OK	OPR	Arthur Greeno	7021 S Memorial Dr Ste 260A	Tulsa	74133-2068	918/252-4429
OK	OPR	Bart Milligan	7129 S Olympia Ave	Tulsa	74132-1856	918/445-7200
OK	OPR	David Chen	4933 E 41st St	Tulsa	74135-6057	918/622-7815
OK	OPR	Greg Campbell	10437 S Memorial Dr	Tulsa	74133-7040	918/369-6464
OK	OPR	Chad Gerlt	1724 Garth Brooks Blvd	Yukon	73099-6387	405/354-6280
OR	OPR	Dean Hogan	10657 SW Beaverton Hillsdale Hwy	Beaverton	97005-3109	503/305-9158
OR	OPR	Jared Coleman	2940 SW Cedar Hills Blvd	Beaverton	97005-1353	503/626-1953
OR	OPR	Brian Davis	12520 SE 93rd Ave	Clackamas	97015-9760	503/308-6953
OR	OPR	Brian Hogan	2855 NW TOWN CENTER DR	Hillsboro	97006-8913	503/433-9015
PA	OPR	Mat Dempsey	6379 Hamilton Blvd	Allentown	18106-9554	484/664-2907
PA	OPR	Mike Burgmeier	106 Sierra Dr	Altoona	16601-9341	814/942-1647
PA	OPR	Jim Krout	307 Neshaminy Mall	Bensalem	19020-1608	215/364-9155
PA	OPR	Jonathan Marple	1525 Street Rd	Bensalem	19020-4653	267/420-2205
PA	OPR	Todd Kanzinger	4700 Edgmont Ave	Brookhaven	19015-1401	610/876-9600
PA	OPR	Chuck Steppe	2 Noble Blvd	Carlisle	17013-4119	717/218-8427
PA	OPR	Adam Donius	970 Norland Ave	Chambersburg	17201-4203	717/263-0477
PA	OPR	Ron Trout	1700 Route 228	Cranberry Township	16066-5320	724/772-0222
PA	OPR	Jay Walsh	845 E Lancaster Ave	Downingtown	19335-3327	610/269-7828
PA	OPR	Alan Zarkoski	2640 Dekalb Pike	East Norriton	19401-1842	610/277-9906
PA	OPR	Chris Cathcart	3750 Dryland Way	Easton	18045-8351	610/250-5651

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
PA	OPR	Casey Hartley	7160 Peach St	Erie	16509-4707	814/868-8557
PA	OPR	Jacob Digges	280 Exton Square Mall	Exton	19341-2442	610/363-6345
PA	OPR	Jay Walsh	211 Eagleview Blvd	Exton	19341-1158	610/594-2070
PA	OPR	Gene Ontjes	405 Macdade Blvd	Folsom	19033-2401	610/586-1607
PA	OPR	Jim Flood	20 State Farm Dr	Glen Mills	19342-1075	610/358-1997
PA	OPR	Lorie Bender-Untch	900 Greengate Centre Cir	Greensburg	15601-1205	724/838-1746
PA	OPR	Todd Murgi	5156 State Route 30	Greensburg	15601-7554	724/836-6501
PA	OPR	Todd Murgi	5256 State Route 30 Ste 235B	Greensburg	15601-7783	724/832-9071
PA	OPR	Jack Stefano	340 Eisenhower Dr	Hanover	17331-5223	717/630-2775
PA	OPR	Brad Burkholder	4655 Lindle Rd	Harrisburg	17111-2427	717/939-5155
PA	OPR	Michael Osborne	480 E Waterfront Dr	Homestead	15120-1143	412/462-9202
PA	TMP	Coleman Curry	160 N Gulph Rd Ste 1017	King Of Prussia	19406-2953	610/265-5716
PA	OPR	Kevin McDavid	135 W Dekalb Pike	King Of Prussia	19406-2377	610/265-2677
PA	OPR	Judy Shaffer	1579 Fruitville Pike	Lancaster	17601-4005	717/205-2058
PA	OPR	Judy Shaffer	2467 Lincoln Hwy E	Lancaster	17602-1445	717/205-2058
PA	OPR	Dave Heffernan	2424 E Lincoln Hwy	Langhorne	19047-3048	215/741-3500
PA	OPR	Dawn Friel	210 Forty Foot Rd	Lansdale	19446-4005	215/631-7060
PA	OPR	Chris Walsh	270 Old Morehall Road	Malvern	19355	610/889-3000
PA	OPR	Brian Gibson	6416 Carlisle Pike Ste 3500	Mechanicsburg	17050-2957	717/795-1940
PA	OPR	Todd Kanzinger	1190 W Baltimore Pike	Media	19063-5128	610/565-6001
PA	OPR	Josh Leon	544 Beaver Valley Mall	Monaca	15061	724/774-4283
PA	OPR	Brian Wenger	4040 William Penn Hwy	Monroeville	15146-2651	412/380-0999
PA	OPR	Mary Anne Donofrio	794 Bethlehem Pike	Montgomeryville	18936-9601	215/855-2202
PA	OPR	Bob Montgomery	4 West Rd	Newtown	18940-4301	215/497-9011
PA	OPR	Sam Class	680 S Trooper Rd	Norristown	19403-3416	610/650-8505
PA	OPR	Josh Grimm	314 Montgomery Mall	North Wales	19454-3907	215/362-1855
PA	OPR	Bob Fanelli	9711 Roosevelt Blvd	Philadelphia	19114-1010	215/969-3455
PA	OPR	Duane Pierce	4670 Roosevelt Blvd	Philadelphia	19124-2340	215/535-0352
PA	OPR	Fatorma Siafa	2301 E Butler St	Philadelphia	19137-1008	215/744-1410
PA	OPR	John Hincken	2204 S Columbus Blvd	Philadelphia	19148-2808	215/271-2313
PA	OPR	Stanley Webster	1625 Chestnut St Ste F8	Philadelphia	19103-4207	215/557-7853
PA	OPR	Aimee Hernandez	120 Andrew Dr	Pittsburgh	15275-1200	412/490-0177
PA	TMP	Isaac Freeman	1000 Ross Park Mall Dr	Pittsburgh	15237-3875	412/369-4444
PA	OPR	Jay Yanak	100 Robinson Center Dr # FC-5	Pittsburgh	15205-4831	412/788-4865
PA	OPR	Mark Thornsberry	1620 Washington Rd	Pittsburgh	15241-1210	412/833-1165
PA	OPR	Mike Ortmann	7451 McKnight Rd	Pittsburgh	15237-3513	412/364-2581
PA	OPR	Ray DeVito	461 Clairton Blvd	Pleasant Hills	15236-3827	412/655-6562
PA	OPR	Bryan Renneisen	500 W Germantown Pike Ste 2265	Plymouth Meeting	19462-1399	610/828-4449
PA	OPR	Jaret Mitchell	14 W Lightcap Rd	Pottstown	19464-3413	610/323-2105
PA	OPR	Stew Butler	602 N West End Blvd	Quakertown	18951-4100	215/538-8848
PA	OPR	Scott Keiser	2707 N Meridian Blvd	Reading	19610-3331	610/373-7330
PA	OPR	Shawn Filby	4675 Perkiomen Ave	Reading	19606-3217	610/779-5995
PA	OPR	Jaret Mitchell	70 Buckwalter Rd Ste 1450	Royersford	19468-4500	610/948-1290
PA	OPR	Jeff Marble	14665 Mount Airy Rd	Shrewsbury	17361-1433	717/235-4200
PA	OPR	Gene Ontjes	805 Baltimore Pike	Springfield	19064-2900	610/544-6050
PA	OPR	Bruce Herold	1938 N Atherton St	State College	16803-1522	814/231-0900
PA	OPR	Amanda Morris	115 Plaza 611 Lane	Stroudsburg	18360	570/534-4344
PA	OPR	Richard Winters	3621 Horizon Blvd	Trevose	19053-4913	215/355-3500
PA	OPR	Josh McGrory	45 W Street Rd	Warminster	18974-3201	215/773-8480

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
PA	OPR	Josh McGrory	160 Easton Rd	Warrington	18976-2513	215/491-4500
PA	OPR	Kory Kaye	375 Washington Rd	Washington	15301-2701	724/222-0200
PA	OPR	Ron Trout	12101 Perry Hwy	Wexford	15090-8345	724/799-8380
PA	OPR	John Velarde	2610 MacArthur Rd	Whitehall	18052-3817	610/432-2307
PA	OPR	Mike Tenaglia	826 Lehigh Lifestyle Ctr	Whitehall	18052-5737	610/231-0303
PA	OPR	Jeff Snyder	989 Schechter Dr	Wilkes Barre	18702-6787	570/822-7400
PA	OPR	Eric Stephens	2500 W Moreland Rd Ste 3066	Willow Grove	19090-4029	215/657-7676
PA	OPR	Lawrence Kibunjah	2421 W Cheltenham Ave	Wyncote	19150-1505	215/885-2423
PA	TMP	Erika Wild	1665 State Hill Rd Ste 930	Wyomissing	19610-1987	610/373-1640
PA	OPR	Cathy Dallas	2801 E Market St	York	17402-2406	717/757-7171
PA	OPR	Chuck Lambert	922 Loucks Rd	York	17404-2202	717/843-3333
RI	OPR	Toushoua Xiong	1500 Bald Hill Rd	Warwick	02886-4267	401/615-3423
SC	OPR	Tom Johnson	202 Eastgate Dr	Aiken	29803-7683	803/641-0366
SC	OPR	Jon Holmes	1641 E Greenville St	Anderson	29621-2006	864/261-8933
SC	OPR	Jon Holmes	3131 N Main St	Anderson	29621-2764	864/225-8201
SC	OPR	Jon Holmes	3725 Clemson Blvd	Anderson	29621-1316	864/375-9922
SC	OPR	Seth Scarpa	2405 Boundary St	Beaufort	29906-3770	843/379-1101
SC	OPR	Keith Clark	9 Malphrus Rd	Bluffton	29910-6635	843/837-8140
SC	OPR	Randy Goff	3902 Highway 9	Boiling Springs	29316-8500	864/578-9418
SC	OPR	Kelley Myers	2211 W Dekalb St	Camden	29020-2070	803/425-0964
SC	OPR	Jason Williams	849 Folly Rd	Charleston	29412-3434	843/795-9505
SC	OPR	Megan Jacques	2013 Magwood Dr	Charleston	29414-5729	843/571-1209
SC	OPR	Trey Campbell	1656 Savannah Hwy	Charleston	29407-7869	843/766-4202
SC	OPR	Trey Campbell	2070 Sam Rittenberg Blvd Unit FC5	Charleston	29407-4642	843/556-0216
SC	OPR	Herb Tyler	1061 Tiger Blvd	Clemson	29631-1416	864/654-4655
SC	OPR	Aaron Ellison	2600 Decker Blvd	Columbia	29206-2317	803/736-9421
SC	OPR	Aaron Jackson	405 Killian Rd	Columbia	29203-9608	803/735-8881
SC	OPR	Chris Eckert	7424 Garners Ferry Rd	Columbia	29209-2601	803/783-7622
SC	OPR	Don Ball	10136 Two Notch Rd Ste 103	Columbia	29229-4399	803/865-9890
SC	OPR	Don Byrd	229 Bush River Rd	Columbia	29210-7309	803/772-4041
SC	TMP	Emily Groom	5440 Forest Dr	Columbia	29206-5401	803/738-1004
SC	OPR	James Bennett	901 Harden St	Columbia	29205-1003	803/255-0232
SC	OPR	Joe Jeffcoat	294 Harbison Blvd	Columbia	29212-2232	803/749-6666
SC	OPR	Laurel Garcia	100 Columbiana Cir Ste 1284	Columbia	29212-2256	803/732-2570
SC	OPR	Paul Alverson	1613 Church St	Conway	29526-2959	843/488-0042
SC	OPR	Matt Thompson	1519 E Main St	Duncan	29334-9218	864/486-0311
SC	OPR	Chad Saxon	5660 Calhoun Memorial Hwy	Easley	29640-3872	864/855-6898
SC	OPR	Blake Pate	2705 David H McLeod Blvd	Florence	29501-4043	843/665-1512
SC	OPR	Chris Timmons	2701 David H McLeod Blvd # 1320	Florence	29501-4043	843/665-9259
SC	OPR	Mark Drummond	2016 S Irby St	Florence	29505-3420	843/629-1703
SC	OPR	Michael Crosby	1600 Highway 160 W	Fort Mill	29708-8024	803/578-4030
SC	OPR	Michael Crosby	3900 Avenue of the Carolinas	Fort Mill	29708	
SC	OPR	John Leary	1704 W Floyd Baker Blvd	Gaffney	29341-1208	864/488-9278
SC	OPR	Chris Walker	516 Saint James Ave	Goose Creek	29445-2793	843/553-2100
SC	OPR	Audrey Chapman	3890 Pelham Rd	Greenville	29615-5011	864/297-9912
SC	OPR	Brett Swanson	1564 Laurens Rd	Greenville	29607-2508	864/467-0593
SC	OPR	Brett Swanson	575 Haywood Rd	Greenville	29607-2710	864/234-5788
SC	OPR	Chuck Church	1225 Woodruff Rd	Greenville	29607-5737	864/234-7747
SC	OPR	Keith Jordan	700 Haywood Rd Ste 102	Greenville	29607-2725	864/297-0648

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
SC	OPR	Steven Bryant	1544 Poinsett Hwy	Greenville	29609-2929	864/233-9700
SC	OPR	Brian Whitaker	213 Highway 72 By-Pass	Greenwood	29649	864/223-2251
SC	OPR	Brian Whitaker	428 Bypass 72 NW	Greenwood	29649-1404	864/223-1477
SC	OPR	Bill Tyler	1379 W Wade Hampton Blvd	Greer	29650-1145	864/848-5222
SC	OPR	Arthur Porter	10032 Charlotte Hwy	Indian Land	29707-7135	803/548-8889
SC	OPR	Steve Arnold	1007 Dutch Fork Rd	Irmo	29063-8785	803/732-1992
SC	OPR	Hunter Thompson	901 Hwy 9 Bypass West	Lancaster	29720	803/283-3232
SC	OPR	David Malone	917 E Main St Ste A	Laurens	29360-3617	864/682-4663
SC	OPR	Britt Sims	4295 Sunset Blvd	Lexington	29072-9146	803/356-1635
SC	OPR	Michael Tucker	5560 Sunset Blvd	Lexington	29072-9262	803/808-6317
SC	OPR	Matt Webber	135 W Butler Rd	Mauldin	29662-2534	864/297-0262
SC	OPR	Justin Clark	601 N Highway 52	Moncks Corner	29461-3130	843/438-4308
SC	OPR	John Wrenn	3102 Ironclad Aly	Mount Pleasant	29466-8355	843/849-2281
SC	OPR	Josh Malone	1024 Johnnie Dodds Blvd	Mount Pleasant	29464-3107	843/881-6811
SC	OPR	Josh Malone	653 Long Point Rd	Mount Pleasant	29464-8210	843/881-3857
SC	OPR	Steve Farmer	4400 Highway 17	Murrells Inlet	29576-5026	843/652-9955
SC	OPR	Joette Smith	2000 Coastal Grand Cir Ste FC1	Myrtle Beach	29577-9607	843/445-7404
SC	OPR	Nate MacDonald	2360 Dick Pond Rd	Myrtle Beach	29575-6512	843/293-3992
SC	OPR	Steve Rumley	85 Rodeo Dr	Myrtle Beach	29579-9470	843/903-3322
SC	OPR	Wendy Grant	1940 Mister Joe White Ave	Myrtle Beach	29577	843/445-6467
SC	OPR	Jon Dawkins	1267 Knox Ave	North Augusta	29841-4048	803/202-3202
SC	OPR	Chad Burn	7616 Rivers Ave	North Charleston	29406-4012	843/797-0122
SC	OPR	Daniel Dickerson	8455 Dorchester Rd	North Charleston	29420-7307	843/767-1213
SC	OPR	Debbie Blind	4926 Centre Pointe Dr	North Charleston	29418-6927	843/744-9051
SC	OPR	Nadia Andronovich	2150 Northwoods Blvd Unit B4	North Charleston	29406-4045	843/797-2341
SC	OPR	Jeff Cash	690 Highway 17 N	North Myrtle Beach	29582-2906	843/280-7882
SC	OPR	Wayne Murphy	3559 Saint Matthews Rd	Orangeburg	29118-8217	803/534-7676
SC	OPR	Chad Saxon	3420 Highway 153	Piedmont	29673-9405	864/295-8330
SC	OPR	Chad Sheley	2415 Cherry Rd	Rock Hill	29732-2171	803/325-1323
SC	OPR	Randy Barfield	2245 Dave Lyle Blvd	Rock Hill	29730-4973	803/980-8080
SC	OPR	Herb Tyler	1612 Sandifer Blvd	Seneca	29678-0905	864/886-9080
SC	OPR	Matt Webber	659 Fairview Rd	Simpsonville	29680-6706	864/962-5157
SC	OPR	Ben Moore	1995 E Main St	Spartanburg	29307-2308	864/577-0801
SC	OPR	Keith Laws	1503 Wo Ezell Blvd	Spartanburg	29301-2603	864/595-0478
SC	OPR	Randy Goff	1790 Asheville Hwy	Spartanburg	29303-2008	864/582-0093
SC	OPR	Will Lane	205 W Blackstock Rd Ste 630	Spartanburg	29301-1396	864/574-2144
SC	OPR	Chris Walker	1312 N Main St	Summerville	29483-7308	843/695-1112
SC	OPR	Scott Richardson	1057 Broad St Ste 7	Sumter	29150-2557	803/775-9072
SC	OPR	Scott Richardson	1170 Broad St	Sumter	29150-1946	803/905-2620
SC	OPR	Todd Bennett	2801 Wade Hampton Blvd Ste C	Taylors	29687-2758	864/322-2300
SC	OPR	Steven Bryant	22 Benton Rd	Travelers Rest	29690-2168	864/834-2230
SC	OPR	Britt Sims	2299 Augusta Rd	West Columbia	29169-4523	803/939-1600
TN	OPR	Frankie Turner	1031 Hunters Xing	Alcoa	37701-1850	865/981-9993
TN	OPR	Allen Arant	2940 Kirby Whitten Rd	Bartlett	38134-2824	901/512-5391
TN	OPR	Barry Hooper	330 Franklin Rd	Brentwood	37027-3280	615/373-4160
TN	OPR	Josh Horner	360 Pinnacle Pkwy	Bristol	37620-5004	423/573-2032
TN	OPR	Alyssa Schleicher	209 Northgate Mall	Chattanooga	37415-6940	423/875-4771
TN	OPR	Heath Kyle	639 Camp Jordan Pkwy	Chattanooga	37412-4250	423/498-4780
TN	OPR	Mitch Collins	1804 Gunbarrel Rd	Chattanooga	37421-3129	423/485-0777

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
TN	OPR	Mitch Collins	2100 Hamilton Place Blvd Ste 313	Chattanooga	37421-6007	423/894-3181
TN	OPR	Nick Goebeler	5830 Brainerd Rd	Chattanooga	37411-5505	423/855-9880
TN	OPR	Brittnye Pennington	3096 Wilma Rudolph Blvd	Clarksville	37040-5014	931/552-5511
TN	OPR	David Blevins	1626 Madison St	Clarksville	37043-4911	931/648-4468
TN	OPR	Karen Colley	1000 Paul Huff Pkwy NW	Cleveland	37312-2962	423/479-4232
TN	OPR	Karen Colley	3890 Keith St NW	Cleveland	37312-4336	423/728-5471
TN	OPR	Grant Gibbs	1036 W Poplar Ave	Collierville	38017-2505	901/853-1786
TN	OPR	Caleb Mathis	605 S James Campbell Blvd	Columbia	38401-4333	931/380-3939
TN	OPR	Ben Prine	1370 Interstate Dr	Cookeville	38501-4129	931/372-2665
TN	OPR	Mitch Fielder	2440 Lake Rd	Dyersburg	38024-1604	731/285-0880
TN	OPR	Tommy Tipton	753 W Elk Ave	Elizabethton	37643-2516	423/297-1266
TN	OPR	Bill Pfaender	1122 Murfreesboro Rd	Franklin	37064-3007	615/595-1133
TN	OPR	Bill Pfaender	3063 Mallory Ln	Franklin	37067-8265	615/778-0055
TN	OPR	David Speth	1800 Galleria Blvd Ste 3060	Franklin	37067-6279	615/771-7300
TN	OPR	Jeanne Hammontree	2016 Columbia Ave	Franklin	37064-3999	615/794-8180
TN	OPR	Greg Garretson	101 N Belvedere Dr	Gallatin	37066-5419	615/230-1945
TN	OPR	Anthony House	1230 S Germantown Rd	Germantown	38138-2226	901/752-3966
TN	OPR	Rich Luisi	1033 Glenbrook Way	Hendersonville	37075-1231	615/264-2330
TN	OPR	Randy Atkins	305 Old Lebanon Dirt Rd	Hermitage	37076-2154	615/889-2177
TN	OPR	Dean Kirstein	5740 Highway 153	Hixson	37343-3727	423/877-5504
TN	OPR	Grant Edwards	3 Stonebridge Blvd	Jackson	38305-2055	731/668-2919
TN	OPR	Jonathan Cardwell	2021 N Highland Ave Ste A3	Jackson	38305-4949	731/668-1586
TN	OPR	Darrell Fowler	2103 W Market St	Johnson City	37604-6024	423/232-2880
TN	OPR	Jimmy Lane	2011 N Roan St Ste 38	Johnson City	37601-3118	423/282-4771
TN	OPR	Tim Burchfield	3206 Peoples St	Johnson City	37604-4142	423/952-0031
TN	OPR	John Tingle	1205 E Stone Dr	Kingsport	37660-4126	423/245-8881
TN	OPR	David Jacobi	2082 Town Center Blvd	Knoxville	37922-6677	865/670-7604
TN	OPR	Eddie Halliday	4944 Kingston Pike	Knoxville	37919-5111	865/330-0044
TN	OPR	Eddie Halliday	7520 Kingston Pike	Knoxville	37919-5611	865/588-0100
TN	OPR	Eddie Halliday	7600 Kingston Pike Rm NO1320	Knoxville	37919-5600	865/690-5447
TN	OPR	Greg Harb	5100 N Broadway St	Knoxville	37918-2342	865/689-9661
TN	OPR	Greg Jones	6564 Clinton Hwy	Knoxville	37912-1114	865/947-2416
TN	OPR	Marshall Wilkins	11068 Parkside Dr	Knoxville	37934-1952	865/675-7400
TN	OPR	Marshall Wilkins	9646 Kingston Pike	Knoxville	37922-2315	865/691-7400
TN	OPR	Tim Whittemore	7565 Mountain Grove Dr	Knoxville	37920-6754	865/573-0023
TN	OPR	Carlton Beall	706 S Cumberland St	Lebanon	37087-4110	615/444-3005
TN	OPR	Justin Young	1009 Highway 321 N	Lenoir City	37771-6664	865/816-3541
TN	OPR	Todd Hunley	2000 Gallatin Pike N	Madison	37115-2002	615/851-4007
TN	OPR	Gretchen Norton	144 Foothills Mall	Maryville	37801-2308	865/982-6061
TN	OPR	David Cantey	7072 Winchester Rd	Memphis	38125-2013	901/737-1778
TN	OPR	Joe Miller	6282 Poplar Ave	Memphis	38119-4713	901/766-1875
TN	OPR	John Francisco	1980 Union Ave	Memphis	38104-4134	901/272-0511
TN	OPR	Marc Clapp	2760 N Germantown Pkwy Ste 268	Memphis	38133-8156	901/382-3280
TN	OPR	Marc Clapp	2849 N Germantown Pkwy	Memphis	38133-8150	901/381-4727
TN	OPR	Matt Danberry	4465 Poplar Ave Ste FS03	Memphis	38117-3767	901/682-4493
TN	OPR	Scott Malone	4916 Poplar Ave	Memphis	38117-5145	901/820-0505
TN	OPR	Matt Pruitt	8492 US Highway 51 N	Millington	38053-1515	901/872-1115
TN	OPR	Gary Robinson	2141 W Andrew Johnson Hwy	Morristown	37814-3203	423/581-8181
TN	OPR	Ray Daniel	401 S Mount Juliet Rd Ste 105	Mount Juliet	37122-6398	615/773-7747

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
TN	OPR	Beau Noblitt	2005 Old Fort Pkwy	Murfreesboro	37129-6908	615/217-1351
TN	OPR	Beau Noblitt	2116 Memorial Blvd	Murfreesboro	37129-5121	615/617-3660
TN	OPR	Barry Hooper	5805 Nolensville Pike	Nashville	37211-6501	615/331-7723
TN	OPR	John Moore	2120 Rosa L Parks Blvd	Nashville	37228-1508	615/743-3941
TN	OPR	John Moore	312 Rosa L Parks	Nashville	37243-1102	615/239-1405
TN	OPR	Susan Riley	2619 8th Ave S	Nashville	37204-2483	615/383-3333
TN	OPR	Will Sims	6500 Charlotte Pike	Nashville	37209-2904	615/352-1222
TN	OPR	Logan McCay	357 S Illinois Ave	Oak Ridge	37830-6741	865/481-3638
TN	OPR	Dawson Halliday	8959 Old Lee Highway	Ooltewah	37363	423/269-6987
TN	OPR	Greg Jones	540 E Emory Rd	Powell	37849-3519	865/938-2445
TN	OPR	Terry Rowell	1432 Parkway	Sevierville	37862-2845	865/908-2506
TN	OPR	Robert Weinmann	470 Sam Ridley Pkwy W	Smyrna	37167-5620	615/459-3290
TN	OPR	Murray Collier	4885 Main St	Spring Hill	37174-2725	615/302-0343
TN	OPR	Joseph Seabolt	1708 N Jackson St	Tulahoma	37388-2232	931/222-4102
TX	OPR	Ben Salmon	1750 State Highway 351	Abilene	79601-4748	325/672-8844
TX	OPR	Brian LaCroix	3130 S Clack St	Abilene	79606-2203	325/691-0414
TX	OPR	Brian LaCroix	4310 Buffalo Gap Rd Ste 1442	Abilene	79606-2762	325/695-2946
TX	OPR	Paul Kulas	3781 Belt Line Rd	Addison	75001-4302	972/247-3232
TX	OPR	Niel Brown	350 E Stacy Rd	Allen	75002-8762	972/678-3001
TX	OPR	Niel Brown	902 W McDermott Dr	Allen	75013-6502	214/495-9540
TX	OPR	George DeCoux	4510 S Coulter St	Amarillo	79119-6454	806/468-8885
TX	OPR	Joshua Raef	2525 S Georgia St	Amarillo	79109-1926	806/358-8055
TX	OPR	Lisa LaMarca	5544 W Amarillo Blvd	Amarillo	79106-4135	806/353-1350
TX	OPR	Moises Hernandez	7701 W Interstate 40 Ste 132	Amarillo	79121-0132	806/355-1848
TX	OPR	Brad Breedlove	3811 S Cooper St	Arlington	76015-4120	817/472-9917
TX	OPR	Carmenza Moreno	1505 N Collins St	Arlington	76011-4941	817/548-7700
TX	OPR	Tiffany Hassler	4412 Little Rd	Arlington	76016-5605	817/483-0964
TX	OPR	Tiffany Hassler	4901 West Sublett Road	Arlington	76017	817/563-4999
TX	OPR	Wayne Hassler	4700 S Cooper St	Arlington	76017-5925	817/465-6631
TX	OPR	Bruce Crisler	13229 Ranch Road 620 N	Austin	78717-1011	512/258-0441
TX	OPR	Cliff Green	503 W Martin Luther King Jr Blvd	Austin	78701-1230	512/473-8651
TX	OPR	David Snow	2901 S Capital of Texas Hwy Ste VC8	Austin	78746-8112	512/327-3699
TX	OPR	Ed Campos	12901 I-35 N Service Road Bldg. 14	Austin	78753	512/990-2424
TX	OPR	Jamie Harris	161 W Slaughter Ln Ste M	Austin	78748-1773	512/282-4200
TX	OPR	Jeff Glover	10901 Research Blvd SVRD NB	Austin	78759-5719	512/343-1989
TX	OPR	Ken Massey	500 E Ben White Blvd	Austin	78704-7470	512/707-8119
TX	OPR	Ken Massey	5033-D US 290 West	Austin	78735	512/358-9125
TX	OPR	Mark Ortego	12501 N Mopac Exp	Austin	78727	512/977-0747
TX	OPR	Thamson Nguyen	165 Hargraves Dr	Austin	78737-4795	512/551-2200
TX	OPR	Matt Arnett	4455 Fredericksburg Rd	Balcones Heights	78201-1956	210/910-6330
TX	OPR	Ryan Saum	721 Highway 71 W	Bastrop	78602-4036	512/332-2000
TX	OPR	Brad Nichols	8738 N Highway 146	Baytown	77523-7008	281/573-4573
TX	OPR	Taylor Henckel	5006 Garth Rd	Baytown	77521-2135	281/421-5087
TX	OPR	Brad Henckel	6155 Eastex Fwy	Beaumont	77706-6718	409/899-5625
TX	OPR	Robert Henckel	3825 College St	Beaumont	77701-4621	409/835-8114
TX	OPR	Robert Henckel	4050 Dowlen Rd	Beaumont	77706-6849	409/347-4800
TX	OPR	Darryl Zavodny	3600 Ranch Road 620 S Ste C	Bee Cave	78738-6875	512/263-5300
TX	OPR	Jeremy Kirwan	8800 Highway 377 S	Benbrook	76126-3440	817/249-3900
TX	OPR	Alex Aviles	2150 Ruben Torres Sr Blvd	Brownsville	78526-2864	956/504-7222

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
TX	OPR	Alex Aviles	2370 N Expressway Ste 1348	Brownsville	78521-1223	956/541-4222
TX	OPR	Alex Aviles	4325 N Expressway # 77	Brownsville	78520-9479	956/350-9488
TX	OPR	Amanda Esquivel	3385 Boca Chica Blvd	Brownsville	78521-4201	956/541-2456
TX	OPR	Brent Dawson	2210 Briarcrest Dr	Bryan	77802-5017	979/731-1155
TX	OPR	Reece Howard	15500 S Interstate 35	Buda	78610-3386	512/400-4185
TX	OPR	Greg Ryan	1105 N Burleson Blvd	Burleson	76028-7009	817/447-4552
TX	OPR	Greg Ryan	111 NW John Jones Dr	Burleson	76028-5154	817/447-0106
TX	OPR	Macy Agnew	2652 Old Denton Rd	Carrollton	75007-5102	972/466-2412
TX	OPR	Joseph Morris	387 E FM 1382	Cedar Hill	75104-6038	972/293-0022
TX	OPR	Misti McClain	11200 Lakeline Mall Dr Ste Vc2	Cedar Park	78613-1508	512/250-5323
TX	OPR	Priscilla Mendoza	1325 E Whitestone Blvd	Cedar Park	78613-7597	512/260-9777
TX	OPR	Craig Newman	321 Marina Bay Dr	Clear Lake Shores	77565-2686	281/535-1550
TX	OPR	Jerald Huggins	1700 Harvey Mitchell Pkwy S	College Station	77845-4296	979/704-5598
TX	OPR	Jerald Huggins	1719 Texas Ave S	College Station	77840-3320	979/694-4500
TX	OPR	Jerald Huggins	4431 State Highway 6 S	College Station	77845-4428	979/690-8822
TX	OPR	Casey Hughes	3425 College Park Dr	Conroe	77384-4921	936/266-0416
TX	OPR	Casey Hughes	453 S Loop 336 W	Conroe	77304-3303	936/494-2991
TX	OPR	Eddie Kober	1321 W Davis St	Conroe	77304-2309	936/441-4480
TX	OPR	Stephen Kennedy	202 Robert Griffin III Blvd	Copperas Cove	76522-3197	254/542-1411
TX	OPR	Brad Slate	4481 FM 2181	Corinth	76210-4216	940/498-1535
TX	OPR	Denise Martinek	13701 Northwest Blvd	Corpus Christi	78410-5114	361/387-0000
TX	OPR	Edmond Long	5488 S Padre Island Dr Ste 1014	Corpus Christi	78411-4117	361/991-3161
TX	OPR	Kevin Sharp	5929 Saratoga Blvd	Corpus Christi	78414-4102	361/906-0029
TX	OPR	Paul Rodriguez	4741 S Padre Island Dr	Corpus Christi	78411-4415	361/851-2135
TX	OPR	Yessica Buentello	4946 S Staples St	Corpus Christi	78411-3802	361/991-2499
TX	OPR	Shawn Self	11851 US Highway 380	Crossroads	76227-8215	940/365-2727
TX	OPR	David Oakes	9823 Barker Cypress Rd	Cypress	77433-5391	281/758-1240
TX	OPR	Norm Kober	25835 Highway 290	Cypress	77429-1049	281/256-2423
TX	OPR	Norm Kober	28644 Highway 290	Cypress	77433-4290	281/256-7120
TX	OPR	Carl Nelson	9386 Lyndon B Johnson Fwy	Dallas	75243-3468	469/330-8838
TX	OPR	Curt Kelly	15235 Montfort Rd	Dallas	75248-6457	972/385-9449
TX	OPR	Hebron Sher	8687 N Central Expy Ste 2386	Dallas	75225-4561	214/363-4627
TX	OPR	Jeff Mulkey	1535 N Cockrell Hill Rd	Dallas	75211-1315	214/331-2400
TX	OPR	Jeff White	6423 Hillcrest Ave	Dallas	75205-1852	214/599-9944
TX	OPR	Jeff White	7718 N Central Expy	Dallas	75206-1901	214/691-6111
TX	OPR	Joshua Calva	1201 Elm St Ste LL06	Dallas	75270-2156	214/748-4520
TX	OPR	Kristi Mead	12795 Midway Rd	Dallas	75244-6333	972/243-3309
TX	OPR	Lori Canales	6176 Retail Rd Ste 100	Dallas	75231-7813	214/890-7551
TX	OPR	Louie Murillo	3040 W Mockingbird Ln	Dallas	75235-5807	214/736-3866
TX	OPR	Louie Murillo	3820 W Northwest Hwy	Dallas	75220-5160	214/353-2266
TX	OPR	Michael Walkup	9111 Garland Rd	Dallas	75218-3936	214/945-4232
TX	OPR	Philip Green	14897 Preston Rd	Dallas	75254-7863	972/386-9774
TX	OPR	Ryan Allen	4523 Frankford Rd	Dallas	75287-6824	972/732-6540
TX	OPR	Stacey McGee	2429 W Wheatland Rd	Dallas	75237-3610	972/296-4090
TX	OPR	William McPherson	12120 Inwood Rd	Dallas	75244-8017	972/404-4727
TX	OPR	Jordan Fiala	2207 Veterans Blvd	Del Rio	78840-3120	830/775-2902
TX	OPR	Matt Listi	1711 S Loop 288	Denton	76205-4833	940/382-8149
TX	OPR	Matt Pearson	2410 W University Dr	Denton	76201-1605	940/387-7881
TX	OPR	Michael Lee	1640 FM 646 Rd W	Dickinson	77539-3392	281/337-1898

## CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
TX	OPR	Juan Garza	635 S Bibb Ave	Eagle Pass	78852-6359	830/757-1016
TX	OPR	Luke Longino	306 Early Blvd	Early	76802-2120	325/643-3910
TX	OPR	Rudy Martinez	1360 W University Dr	Edinburg	78539-2912	956/287-0805
TX	OPR	Anthony Martinez	1300A Airway Blvd	El Paso	79925-2211	915/771-7870
TX	OPR	Edgar Ortega	6450 N Desert Blvd	El Paso	79912-8506	915/581-2645
TX	OPR	Edgar Ortega	7597 N Mesa St	El Paso	79912-3505	915/760-8990
TX	OPR	Enrique Baca	8401 Gateway Blvd W	El Paso	79925-5668	915/779-1324
TX	OPR	Marc Zayas	10721 Gateway South Blvd.	El Paso	79924	915/821-0624
TX	OPR	Rene Hernandez	12240 Montana Ave	El Paso	79938-4851	915/857-5950
TX	OPR	Rene Hernandez	1840 N Zaragoza Rd	El Paso	79936-7911	915/921-0610
TX	OPR	Josh Ragsdale	390 N Interstate Highway 45	Ennis	75119-3404	972/875-3452
TX	OPR	Ernie Flores	3003 State Highway 121	Eules	76039-4076	817/354-5654
TX	OPR	Jason Driscoll	2001 Long Prairie Rd	Flower Mound	75022-4222	972/691-5988
TX	OPR	Kenny Arthur	2001 Justin Rd	Flower Mound	75028-3800	972/691-3999
TX	OPR	Roger Clark	900 E US Highway 80	Forney	75126-8613	972/564-3665
TX	OPR	Amy Capehart	4500 W Bailey Boswell Rd	Fort Worth	76179-4319	817/236-0130
TX	OPR	Bruce Slone	3200 Hulen St	Fort Worth	76107-6172	817/737-4904
TX	OPR	Dat Nguyen	549 Carroll St	Fort Worth	76107-2292	817/332-7111
TX	OPR	Gary Kasprzak	3580 Altamesa Blvd	Fort Worth	76133-5602	817/423-0222
TX	OPR	Jeremy Kirwan	4800 S Hulen St Ste 2105	Fort Worth	76132-1558	817/294-0094
TX	OPR	Matt Albrecht	2900 Western Center Blvd	Fort Worth	76131-1332	817/847-7384
TX	OPR	Mike Janicek	4913 Bryant Irvin Rd	Fort Worth	76132-3617	817/423-8806
TX	OPR	Sandy Lamb	3588 Highway 114	Fort Worth	76177-2101	682/831-1770
TX	OPR	Scott Pleasants	2401 N Tarrant Pkwy	Fort Worth	76177-2208	817/232-7300
TX	OPR	Scott Pleasants	2870 Heritage Trace Pkwy	Fort Worth	76177-7580	817/750-2440
TX	OPR	Vanessa Bales	4332 Highway 360	Fort Worth	76155-2531	469/999-3616
TX	OPR	Charles Gibson	1 Baybrook Mall	Friendswood	77546-2700	281/480-7144
TX	OPR	Aaron Williams	7979 FM 423	Frisco	75034	469/362-3930
TX	OPR	Christy Davis	8875 Preston Rd	Frisco	75034-5698	214/436-5418
TX	OPR	Frieda Marroquin	5211 Eldorado Pkwy	Frisco	75033-8671	214/387-9887
TX	OPR	Frieda Marroquin	5377 Dallas Pkwy	Frisco	75034-7921	214/705-1887
TX	OPR	Jay Schumacher	2601 Preston Rd Ste 2046	Frisco	75034-9002	972/668-7230
TX	OPR	Michael Clarke	1001 W US Highway 82	Gainesville	76240	940/284-1436
TX	OPR	Jimmy Jernigan	5425 N George Bush Hwy	Garland	75044-4801	972/496-6918
TX	OPR	Lance Bennett	1031 W University Ave	Georgetown	78628-5338	512/930-4884
TX	OPR	Aaron Grant	1011 E Highway 377	Granbury	76048-2584	817/573-4424
TX	OPR	Robin Harris	1225 W Pioneer Pkwy	Grand Prairie	75051-4915	972/602-6900
TX	OPR	Robin Harris	3970 S Carrier Pkwy	Grand Prairie	75052-6654	972/264-3100
TX	OPR	Wayne Hassler	3041 W Camp Wisdom Rd	Grand Prairie	75052-4463	817/652-0804
TX	OPR	Clinton Cowden	2255 E Grapevine Mills Cir	Grapevine	76051-2046	972/539-6543
TX	OPR	Jarvis Boyd	1245 William D Tate Ave	Grapevine	76051-4031	817/488-4147
TX	OPR	Cathy Miner	3130 Interstate Highway 30	Greenville	75402-7208	903/454-8585
TX	OPR	Brad Beeman	201 E Central Texas Expy	Harker Heights	76548-1887	254/690-2171
TX	OPR	Francisco Castellanos	1021 Dixieland Rd	Harlingen	78552-5932	956/365-3833
TX	OPR	Francisco Castellanos	1814 South Business 77 Sunshine St	Harlingen	78550-8275	956/412-0550
TX	OPR	Austin Rice	2267 W Sam Houston Pkwy N	Houston	77043-2308	713/561-5596
TX	OPR	Becky Chin	5940 Gulf Fwy	Houston	77023-5416	713/924-4000
TX	OPR	Brad Munson	12935 State Highway 249	Houston	77086-3332	281/445-6177
TX	OPR	Branden Gibson	8609 Westheimer Rd	Houston	77063-4201	713/278-2300



# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
TX	OPR	Darlene Kober	1174 Willowbrook Mall	Houston	77070-5789	281/890-6613
TX	OPR	David Oakes	8440 Highway 6 N	Houston	77095-2004	281/550-9205
TX	OPR	Drew Ellis	1200 Mckinney St Ste 363	Houston	77010-2038	713/650-8081
TX	OPR	Drew Ellis	2222 Shearn St	Houston	77007-3941	713/862-4311
TX	OPR	Francisco Hernandez	13240 Northwest Fwy	Houston	77040-6003	713/462-7698
TX	OPR	Glenn Thigpen	9440 W Sam Houston Pkwy N	Houston	77064-6317	281/477-7091
TX	OPR	Graham Kilgore	14335 E Sam Houston Pkwy N	Houston	77044-6363	281/816-1020
TX	OPR	Greg Kubala	2606 S Kirkwood Rd	Houston	77077-6691	281/759-5799
TX	OPR	Greg Kubala	753 Dairy Ashford Rd	Houston	77079-5305	832/770-4576
TX	OPR	Holly Rivera	5015 Westheimer Rd Ste 1330	Houston	77056-5626	713/840-8810
TX	OPR	James DeCola	13412 Briar Forest Dr	Houston	77077-1904	281/531-5503
TX	OPR	Jean-Paul Alvarado	4410 North Fwy	Houston	77022-3606	713/695-8888
TX	OPR	Jeff Fortsch	6840 W Sam Houston Pkwy S	Houston	77072-5216	281/498-7800
TX	OPR	Jesse Chaluh	2715 Southwest Fwy	Houston	77098-4606	713/523-2442
TX	OPR	Jesse Chaluh	5001 Beechnut St	Houston	77096-1502	713/839-7700
TX	OPR	Joe Glynn	925 North Loop W	Houston	77008-1765	713/861-6701
TX	OPR	Jon Goolsby	165 West Rd	Houston	77037-1144	281/402-4005
TX	OPR	Jon Goolsby	3955 Little York Rd	Houston	77093-3802	281/227-5810
TX	OPR	Joseph Anderson	10225 Almeda Genoa Rd	Houston	77075-2421	713/946-1800
TX	OPR	Joseph DeCola	13720 East Fwy	Houston	77015-5929	713/455-3760
TX	OPR	Joseph DeCola	5910 E Sam Houston Pkwy N	Houston	77049-2505	281/459-9553
TX	OPR	Juli Salvagio	3101 W Holcombe Blvd	Houston	77025-1533	713/660-8200
TX	OPR	Kevin Caddenhead	3635 Cypress Creek Pkwy	Houston	77068-3601	281/895-0794
TX	OPR	Kevin Caddenhead	7007 FM 1960 Rd W	Houston	77069-3601	281/580-4303
TX	OPR	Matthew Horsley	12325 FM 1960 Rd W	Houston	77065-4808	832/912-8227
TX	OPR	Morris Masters	21622 State Highway 249	Houston	77070-1646	281/374-6690
TX	OPR	Rafael McLeod	303 Memorial City Ste 385	Houston	77024-3246	713/467-6862
TX	OPR	Rafael McLeod	7660 Katy Fwy	Houston	77024-2002	713/686-8542
TX	OPR	Rusty Wylie	19303 Katy Fwy	Houston	77094-1007	281/578-7171
TX	OPR	Steven Kinney	5325 S Rice Ave	Houston	77081-2735	713/349-0234
TX	OPR	Tyler Pierotti	430 Cypress Creek Pkwy	Houston	77090-3520	281/444-4736
TX	OPR	Ummara Sajid	1900 Nasa Pkwy	Houston	77058-3503	281/333-0003
TX	OPR	Wade Bradford	6175 Highway 6 N	Houston	77084-1303	281/855-9163
TX	OPR	Willie Anthony-Garrett	6895 Highway 6 S	Houston	77083-3301	281/568-0702
TX	OPR	Philip Smith	98 Hudson Oaks Drive	Hudson Oaks	76087	682/231-8800
TX	OPR	David Chaluh	20131 Highway 59 N Ste 2106	Humble	77338-2334	281/446-4255
TX	OPR	Duane Johnston	9525 N Sam Houston Pkwy E	Humble	77396-2936	281/441-5108
TX	OPR	Matt Michaels	19220 W Lake Houston Pkwy	Humble	77346-2180	281/852-9808
TX	OPR	Matt Michaels	19707 Highway 59 N	Humble	77338-3513	281/446-2331
TX	OPR	Chuck Howard	767 Grapevine Hwy	Hurst	76054-2805	817/485-3337
TX	OPR	Rich Eager	1101 Melbourne Rd Ste 2307	Hurst	76053-6212	817/595-4965
TX	OPR	Rich Eager	1475 W Pipeline Rd	Hurst	76053-4628	817/590-8889
TX	OPR	Zack Price	460 Grapevine Hwy	Hurst	76054-2743	817/514-4990
TX	OPR	Kirk Thompson	200 Ed Schmidt Blvd	Hutto	78634-5551	512/846-4093
TX	OPR	Cody Northen	5350 N Macarthur Blvd	Irving	75038-3101	972/550-0277
TX	OPR	Ryan Smith	2711 N Belt Line Rd	Irving	75062-5288	972/252-6699
TX	OPR	Scott Mayes	7850 N MacArthur Blvd	Irving	75063-7517	972/432-0101
TX	OPR	Glenn Thigpen	17430 Northwest Fwy	Jersey Village	77040-1009	713/983-8348
TX	OPR	Amanda Baca	2826 W Grand Pkwy N	Katy	77449-1988	281/347-0040

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
TX	OPR	Courtney Holmes	6635 FM 1463 Rd	Katy	77494	281/392-1617
TX	OPR	Cynthia Cavin	25601 Nelson Way	Katy	77494-5388	281/391-5544
TX	OPR	Rusty Wylie	23860 Westheimer Pkwy	Katy	77494-3609	281/395-1114
TX	OPR	Rusty Wylie	369 S Mason Rd	Katy	77450-1746	281/579-9460
TX	OPR	Elizabeth Fritz	1002 Keller Pkwy	Keller	76248-3611	817/562-5561
TX	OPR	Seth White	1060 Junction Hwy	Kerrville	78028-4902	830/257-6901
TX	OPR	Jay Early	1400 E Central Texas Expy	Killeen	76541-9117	254/680-5473
TX	OPR	Sarah Sheridan	4594 Kingwood Dr	Kingwood	77345-2600	281/359-2012
TX	OPR	Zack Dereioglu	195 Northpark Dr	Kingwood	77339-1543	281/577-1025
TX	OPR	Anthony Baragas	5289 Kyle Center Dr	Kyle	78640-6162	512/268-6741
TX	OPR	Ron Acosta	9101 Spencer Hwy	La Porte	77571-3872	281/476-9599
TX	OPR	April Disisto	121 Highway 332 W # A	Lake Jackson	77566-4028	979/297-2595
TX	OPR	Mike Tipton	6556 Lake Worth Blvd	Lake Worth	76135-3002	817/237-7779
TX	OPR	Claudia Baltazar	5300 North I-35, Suite 171	Laredo	78041	956/722-2328
TX	OPR	Manny Maldonado	2460 Monarch Dr	Laredo	78045-6574	956/795-1408
TX	OPR	Marty Speer	1916 Bob Bullock Loop	Laredo	78043-9733	956/729-8846
TX	OPR	Zeke De Leon	5118 McPherson Rd	Laredo	78041-7329	956/729-1190
TX	OPR	Travis Powell	2805 E League City Pkwy	League City	77573-3495	281/334-0426
TX	OPR	Priscilla Mendoza	1205 S Highway 183	Leander	78641-1415	512/528-0944
TX	OPR	Brett Braddy	483 E Round Grove Rd	Lewisville	75067-8308	972/315-3685
TX	OPR	Scott Siler	749 W Main St # Fm1171	Lewisville	75067-3513	972/353-3000
TX	OPR	Chuck King	1740 W Loop 281	Longview	75604-2733	903/295-6633
TX	OPR	Chuck King	507 E Loop 281	Longview	75605-5001	903/663-6631
TX	OPR	Jeremy Puckett	3500 McCann Rd	Longview	75605-4406	903/753-3781
TX	OPR	Brad Norris	8225 University Ave	Lubbock	79423-3111	806/748-3997
TX	OPR	Brandon Mulkey	6416 82nd St	Lubbock	79424-0804	806/783-9500
TX	OPR	Brandon Mulkey	6820 Slide Rd	Lubbock	79424-1506	806/798-1100
TX	OPR	David Cannon	3210 W Loop 289	Lubbock	79407-3228	806/796-7744
TX	OPR	Matt Flaniken	6002 Slide Rd Ste 68252	Lubbock	79414-4334	806/797-2223
TX	OPR	Tim Odom	312 University Ave	Lubbock	79415-3429	806/744-1564
TX	OPR	Tim Odom	5705 4th St	Lubbock	79416-4241	806/784-0281
TX	OPR	Julie Walker	4605 S Medford Dr	Lufkin	75901-5626	936/634-2237
TX	OPR	Marybeth Wade	4600 S Medford Dr Ste 1262	Lufkin	75901-5610	936/632-2333
TX	OPR	Kendrick Skipper	6543 FM 1488 Rd	Magnolia	77354-2420	281/356-1865
TX	OPR	Don Gonzales	3200 E Broad St	Mansfield	76063-5625	817/453-1056
TX	OPR	Don Gonzales	800 N Walnut Creek Dr	Mansfield	76063-1501	817/473-2723
TX	OPR	Alan Williams	2105 US Highway 281	Marble Falls	78654-4319	830/693-7777
TX	OPR	Luis Magdaleno	2709 W Nolana Ave	Mcallen	78504-0029	956/686-7441
TX	OPR	Michael Hancock	1804 S 10th St	Mcallen	78503-5402	956/928-1161
TX	OPR	Rudy Martinez	7340 N 10th St	Mcallen	78504-9581	956/992-9027
TX	OPR	Don Westback	2011 W University Dr	Mckinney	75071-2903	972/569-8884
TX	OPR	Hank Durbin	8700 State Highway 121	Mckinney	75070-3131	972/396-0100
TX	OPR	Matt Bridges	6201 Eldorado Pkwy	Mckinney	75070-5625	972/369-0770
TX	OPR	Roger Clark	1600 N Town East Blvd	Mesquite	75150-4106	972/686-0067
TX	OPR	Roger Clark	3054 Town East Mall	Mesquite	75150-4120	972/686-0091
TX	OPR	Alejandra Solis	5120 Andrews Hwy	Midland	79703-4523	432/699-3000
TX	OPR	Andy Slatken	4508 W Loop 250 N	Midland	79707-3168	432/697-5880
TX	OPR	Dianne Jones	4511 N Midkiff Rd Ste C19	Midland	79705-3238	432/695-6093
TX	OPR	Jason Shaffer	25 Village Cir	Midland	79701-6344	432/687-1282

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
TX	OPR	John Millender	2010 FM 663	Midlothian	76065-6509	972/775-5713
TX	OPR	Ted Venecia	2501 E Interstate Highway 2	Mission	78572-6697	956/682-0055
TX	OPR	Milton Kubala	6124 Highway 6	Missouri City	77459-3802	281/261-7100
TX	OPR	Tony Levine	9130 Highway 6	Missouri City	77459-5144	832/632-8800
TX	OPR	Matt Webber	117 E Fm 544	Murphy	75094-4001	972/509-2700
TX	OPR	Ramsey Parr	2804 North St	Nacogdoches	75965-2814	936/462-8681
TX	OPR	Hal Leedy	1663 W State Highway 46	New Braunfels	78132-4737	830/626-0434
TX	OPR	Michael Leal	1031 S Walnut Ave	New Braunfels	78130-5973	830/620-1200
TX	OPR	Zack Derehoglu	11877 N Grand Pkwy E	New Caney	77357	281/354-3356
TX	OPR	Danny Beltran	5131 Rufe Snow Dr	North Richland Hills	76180-6001	817/281-8336
TX	OPR	T.J. St. Romain	9130 N Tarrant Pkwy	North Richland Hills	76182-8676	817/485-7400
TX	OPR	Nate Saxton	106 E University Blvd	Odessa	79762-7665	432/360-1020
TX	OPR	Rusty Dunn	3805 E 42nd St	Odessa	79762-5947	432/550-7421
TX	OPR	Joe Gonzalez	214 East Mile 3 North Road	Palmhurst	78573	956/580-9991
TX	OPR	Luke Wilbanks	3700 Spencer Hwy	Pasadena	77504-1114	832/384-8228
TX	OPR	Luke Wilbanks	5104 Fairmont Pkwy	Pasadena	77505-3728	281/998-2300
TX	OPR	Bryan Bullington	10105 Broadway St	Pearland	77584-8416	713/436-6700
TX	OPR	Bryan Bullington	11629 Shadow Creek Pkwy	Pearland	77584-7262	713/340-1190
TX	OPR	Bryan Bullington	3621 Business Center Dr	Pearland	77584-4165	713/436-0544
TX	OPR	Jake Smith	1512 Broadway St	Pearland	77581-5802	281/992-9600
TX	OPR	Jason Deyo	2660 Pearland Pkwy	Pearland	77581-5350	281/412-4977
TX	OPR	Kirk Thompson	18617 Limestone Commercial Dr	Pflugerville	78660-4505	512/251-4422
TX	OPR	Michael Hancock	2023 W Interstate 2	Pharr	78577-0056	956/283-1020
TX	OPR	David Huffman	6121 W Park Blvd Ste FC103	Plano	75093-6234	972/202-5618
TX	OPR	Jay Schumacher	8724 Preston Rd	Plano	75024-3311	972/668-4088
TX	OPR	Jimmy Jernigan	212 W Plano Pkwy	Plano	75075-8925	972/578-9477
TX	OPR	John Maroney	6240 Coit Rd	Plano	75023-3812	972/769-8147
TX	OPR	Josh Ding	6408 W Plano Pkwy	Plano	75093-8206	972/781-1787
TX	OPR	Kevin Bulmann	7000 W Spring Creek Pkwy	Plano	75024-3528	972/937-9099
TX	OPR	Scott Eager	1909 Preston Rd	Plano	75093-5102	972/250-0420
TX	OPR	Mike Tschirhart	8701 Memorial Blvd	Port Arthur	77640-1554	409/722-4536
TX	OPR	Chris Wright	1091 S Preston Rd	Prosper	75078-9294	972/433-1202
TX	OPR	Jeremy Trojacek	200 Sharaf Avenue	Red Oak	75154	972/576-4804
TX	OPR	Aaron Vann	106 W Campbell Rd	Richardson	75080-3510	972/479-8930
TX	OPR	Carl Nelson	603 S Plano Rd	Richardson	75081-4512	972/480-0090
TX	OPR	Philip Hassler	1400 E Renner Rd	Richardson	75082-2100	972/665-7064
TX	OPR	Cliff Parker	5644 W Grand Pkwy S	Richmond	77406-5880	281/238-7777
TX	OPR	Sandy Lamb	1300 N Highway 377	Roanoke	76262-9115	817/491-2955
TX	OPR	Tim Moseley	2835 Ridge Rd	Rockwall	75032-5528	972/772-4443
TX	OPR	Quart Graves	24734 Southwest Fwy	Rosenberg	77471-5972	832/595-6800
TX	OPR	Jared Johnson	305 University Blvd	Round Rock	78665-1045	512/244-4922
TX	OPR	Kathleen Johnson	110 Louis Henna Blvd	Round Rock	78664-7300	512/218-4884
TX	OPR	Becky Encinia	2617 Lakeview Pkwy	Rowlett	75088-3352	972/412-1804
TX	OPR	Blake Wilson	4001 Sunset Dr	San Angelo	76904-5657	325/944-8357
TX	OPR	Rob Watkins	1609 Knickerbocker Rd	San Angelo	76904-5519	325/227-4055
TX	OPR	Rob Watkins	3720 S FM 2288	San Angelo	76901-5244	325/944-9367
TX	OPR	Adriana Ramirez-Bustamant	5803 Babcock Rd	San Antonio	78240-2135	210/694-4553
TX	OPR	Anthony Walker	1350 Austin Hwy	San Antonio	78209-4330	210/824-6400
TX	OPR	Ben Stover	20831 U.S. 281	San Antonio	78258	210/402-7307

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
TX	OPR	Chad Helwig	5189 De Zavala Rd	San Antonio	78249-2026	210/699-6100
TX	OPR	Cindy Gonzalez	18203 W Interstate 10	San Antonio	78257-5068	210/698-8200
TX	OPR	Dan Akin	27 NE Loop 410	San Antonio	78216-5896	210/524-9084
TX	OPR	Diana Losoya	15900 La Cantera Pkwy Ste 12000	San Antonio	78256-2449	210/696-0700
TX	OPR	Don Spice	3214 SE Military Dr	San Antonio	78223-3890	210/337-9333
TX	OPR	Don Spice	4110 S New Braunfels Ave	San Antonio	78223-1718	210/531-2919
TX	OPR	Floyd Carpenter	2660 SW Military Dr	San Antonio	78224-1028	210/921-3190
TX	OPR	Greg De La Cruz	18310 Blanco Rd	San Antonio	78258-4005	210/495-6488
TX	OPR	Greg Patterson	10634 Potranco Rd	San Antonio	78251-3345	210/520-5575
TX	OPR	Greg Patterson	5615 W 1604 N	San Antonio	78253	210/647-3090
TX	OPR	Joshua Cunningham	6909 N Loop 1604 E Ste 2072	San Antonio	78247-5308	210/651-6637
TX	OPR	Luke Steigmeyer	2310 SW Military Dr Ste 108	San Antonio	78224-1409	210/927-1680
TX	OPR	Mark Wasserman	4715 Medical Dr	San Antonio	78229-4449	210/615-5293
TX	OPR	Mike McDonald	1555 North FM 1604 East	San Antonio	78232	210/495-7453
TX	OPR	Mike Mills	7010 FM 78	San Antonio	78244-1758	210/310-2244
TX	OPR	Mike Perez	7400 San Pedro Ave Ste 10	San Antonio	78216-8329	210/342-1196
TX	OPR	Richard Gonzalez	11558 Bandera Rd	San Antonio	78250-6807	210/523-1872
TX	OPR	Rick Pfluke	6301 NW Loop 410 Ste VC9	San Antonio	78238-3801	210/684-6521
TX	OPR	Rick Pfluke	6565 Ingram Rd	San Antonio	78238-3945	210/767-9193
TX	OPR	Ryan Roberts	10503 NW Military Highway	San Antonio	78231	210/479-5000
TX	OPR	Shelly Young	8221 Marbach Rd	San Antonio	78227-1652	210/673-2777
TX	OPR	Jon Sprencel	2213 S Interstate 35	San Marcos	78666-5918	512/392-5771
TX	OPR	Tyler Haile	6038 FM 3009	Schertz	78154-3236	210/590-4500
TX	OPR	Janell Edwards	8371 Agora Pkwy	Selma	78154-1316	210/945-2000
TX	OPR	Rob Medders	3500 N US Highway 75	Sherman	75090-2563	903/870-2000
TX	OPR	T.J. St. Romain	2301 E Southlake Blvd	Southlake	76092-6603	817/481-7152
TX	OPR	Bret Farris	3195 Riley Fuzzel Rd	Spring	77386-2810	281/864-1001
TX	OPR	Mike Ludwig	5905 FM 2920 Rd	Spring	77388-3016	281/353-4600
TX	OPR	Mike Ludwig	8510 Spring Cypress Rd	Spring	77379-3131	281/251-0996
TX	OPR	Mike Magdaleno	20608 Interstate 45	Spring	77373-2925	281/353-4336
TX	OPR	Mike Magdaleno	2102 Spring Stuebner Rd	Spring	77389-4813	281/353-7500
TX	OPR	Royce Ballard	12161 Southwest Fwy	Stafford	77477-2303	281/564-0062
TX	OPR	Brent Kubala	16535 S.W. Freeway	Sugar Land	77479	281/494-2500
TX	OPR	Brent Kubala	2330 Highway 6	Sugar Land	77478-4110	281/494-3800
TX	OPR	Quart Graves	20010 Southwest Fwy	Sugar Land	77479-6310	281/342-7800
TX	OPR	Bryson Bullington	130 Shannon Rd E	Sulphur Springs	75482-4823	903/438-1354
TX	OPR	Steve Joy	114 N 31st St	Temple	76504-2422	254/771-2020
TX	OPR	Steve Joy	3303 S 31st St	Temple	76502-1927	254/778-1889
TX	OPR	Lee Johnson	1300 FM 148	Terrell	75160-9359	469/250-6600
TX	OPR	Justin Flowers	2601 Richmond Rd	Texarkana	75503-2326	903/223-0560
TX	OPR	Sanel Thomas	2400 Richmond Rd	Texarkana	75503-2466	903/832-3180
TX	OPR	Lori Chalmers	3440 Palmer Hwy	Texas City	77590-6512	409/943-4244
TX	OPR	Warren Leonhardi	3705 Main St	The Colony	75056-2808	972/370-2760
TX	OPR	Ed Murray	1201 Lake Woodlands Dr Ste 2146	The Woodlands	77380-5003	281/364-0588
TX	OPR	Ed Murray	1660 Lake Woodlands Dr	The Woodlands	77380-3261	281/364-0475
TX	OPR	Ed Murray	720 Sawdust Rd	The Woodlands	77380-2146	281/363-1400
TX	OPR	Kendrick Skipper	8020 Research Forest Dr	The Woodlands	77382-1501	281/367-0954
TX	OPR	Adam Powell	25630 Kuykendahl Rd	Tomball	77375-2634	281/516-9500
TX	OPR	Joseph Piotrowski	14314 FM 2920 Rd	Tomball	77377-5504	281/516-7373

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
TX	OPR	Ikey Eason	3830 Troup Hwy	Tyler	75703-1726	903/561-2324
TX	OPR	Jeff Johnston	5716 S Broadway Ave	Tyler	75703-4349	903/534-4692
TX	OPR	Joshua Johnson	4601 S Broadway Ave	Tyler	75703-1307	903/561-4273
TX	OPR	David Murphy	6104 N Navarro St	Victoria	77904-1767	361/576-5072
TX	OPR	David Murphy	7800 Hallettsville Highway #155	Victoria	77901	361/576-5070
TX	OPR	David Sykora	901 S 7th St	Waco	76706-1131	254/218-3455
TX	OPR	Jake Roye	4310 Franklin Ave	Waco	76710-6906	254/776-5668
TX	OPR	Jake Roye	6001 W Waco Dr Ste 102	Waco	76710-6301	254/776-6739
TX	OPR	Fulvio Andreani	8016 Denton Hwy	Watauga	76148-2464	817/498-6886
TX	OPR	Philip Browne	996 W Highway 287 Byp	Waxahachie	75165-5166	972/937-1504
TX	OPR	Philip Smith	2525 S Main St	Weatherford	76087-5119	817/594-3001
TX	OPR	Charles Gibson	18323 Gulf Fwy	Webster	77598-3868	281/488-1112
TX	OPR	Toni Marbar-Ruiz	1200 N Westgate Dr	Weslaco	78596-4656	956/968-8899
TX	OPR	Ryan Taylor	701 S Capital of Texas Hwy Ste L400	West Lake Hills	78746-4805	512/329-9171
TX	OPR	Dusty Russell	6650 Westworth Blvd	Westworth Village	76114-4011	817/735-8225
TX	OPR	Ken Miller	9105 Clifford Street	White Settlement	76108	817/246-2420
TX	OPR	Mary Beth Leach	3704 Call Field Rd	Wichita Falls	76308-2724	940/691-5000
TX	OPR	Eddie Kober	12310 Old Montgomery Rd	Willis	77318-5649	936/228-7503
TX	OPR	Matt Webber	400 S Highway 78	Wylie	75098-3945	972/442-8035
UT	OPR	Dusty Pyne	183 N West State Rd	American Fork	84003-1693	801/763-2697
UT	OPR	Kelli Smith	540 N 800 W	Centerville	84014-2006	801/292-0420
UT	OPR	Troy Apolonio	357 E 12300 S	Draper	84020-9504	801/495-2004
UT	OPR	Seth Poor	440 N Station Pkwy	Farmington	84025-2977	801/451-7021
UT	OPR	Craig Saxton	651 W Antelope Dr	Layton	84041-1628	801/776-8646
UT	OPR	Tyler Rasmussen	1201 N Hill Field Rd	Layton	84041-5137	801/546-4812
UT	OPR	Dusty Pyne	3470 N Digital Dr	Lehi	84043-6690	801/341-0269
UT	OPR	Cory Goettsche	1323 N Main St	Logan	84341-2221	435/755-8300
UT	OPR	Gene Parsons	1088 E Fort Union Blvd	Midvale	84047-1802	801/562-5900
UT	OPR	Andrew Allman	5175 S State St	Murray	84107-4826	801/262-0681
UT	OPR	Kelley Mauga	6191 S State St Ste 348	Murray	84107-7266	801/281-0673
UT	OPR	Bart Norman	1120 Washington Blvd	Ogden	84404-4951	801/394-1992
UT	OPR	Ben Clayton	575 E University Pkwy Ste M208	Orem	84097-7477	801/224-0958
UT	OPR	Jason MacDonald	121 N State St	Orem	84057-5509	801/221-9994
UT	OPR	Terry Crook	484 W Bulldog Blvd	Provo	84604-3320	801/374-2697
UT	OPR	Ryan Dennis	4067 Riverdale Rd	Riverdale	84405-1517	801/394-0661
UT	OPR	Becky Pickle	4627 W Partridge Hill Ln	Riverton	84096-1857	801/509-7680
UT	OPR	Deven Macdonald	15 S River Rd Ste 500	Saint George	84790-2167	435/656-4655
UT	OPR	Eric Champeau	1206 E 2100 S	Salt Lake City	84106-2825	801/486-0609
UT	OPR	Nick Reynolds	28 S State St	Salt Lake City	84111-1551	801/363-2697
UT	OPR	Nick Reynolds	301 W South Temple	Salt Lake City	84101-1216	
UT	OPR	Troy Apolonio	10090 S State St	Sandy	84070-4120	801/563-9716
UT	OPR	Becky Pickle	11494 District Dr	South Jordan	84095-5646	801/727-2697
UT	OPR	Scott Rasband	825 E Highway 6	Spanish Fork	84660-1341	801/798-8129
UT	OPR	Matt Griffith	5580 S Redwood Rd	Taylorsville	84123-5321	801/969-6006
UT	OPR	Rob Dinsdale	7676 Campus View Dr	West Jordan	84084-5630	801/280-2103
UT	OPR	Paul Howard	3246 S 5600 W	West Valley City	84120-1316	801/968-8267
VA	OPR	George Demetriades	2200 Crystal Dr Ste G	Arlington	22202-3730	703/415-7815
VA	OPR	Hunter Chapman	671 N Glebe Rd Ste 1270	Arlington	22203-2120	703/243-8000
VA	OPR	Bill Digges	44835 Lakeview Overlook Plz	Ashburn	20147-5907	703/723-6172

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
VA	OPR	Brian Summers	43520 Yukon Dr	Ashburn	20147-6992	571/918-4286
VA	OPR	Howe Rice	815 England St	Ashland	23005-2232	804/798-9008
VA	OPR	Dave Pollard	3483 Lee Hwy	Bristol	24202-5542	276/466-5811
VA	OPR	Nick Fulgencio	5815 Burke Centre Pkwy	Burke	22015-2237	703/250-7000
VA	TMP	Mark Brugh	3454 Historic Sully Way	Chantilly	20151-3046	703/595-2930
VA	OPR	Peter Kim	13962 Lee Jackson Memorial Hwy	Chantilly	20151-3202	
VA	OPR	Peter Kim	4201 Chantilly Shopping Center	Chantilly	20151	703/631-2253
VA	OPR	Bryan Ritter	1626 Richmond Rd	Charlottesville	22911-3507	434/245-5254
VA	OPR	Walter Owen	350 Woodbrook Dr	Charlottesville	22901-1164	434/872-0187
VA	OPR	Will Taylor	1576 Rio Rd E	Charlottesville	22901-1404	434/973-1646
VA	OPR	Derrick Ward	205 Carmichael Way	Chesapeake	23322-2182	757/421-3586
VA	OPR	Mark Cichorz	1516 Sams Cir	Chesapeake	23320-4693	757/547-4503
VA	OPR	Michael Taylor	1401 Greenbrier Pkwy Ste 2010	Chesapeake	23320-2867	757/424-6550
VA	OPR	Scott Berry	600 Grassfield Pkwy	Chesapeake	23322-7449	757/436-1100
VA	OPR	Sean Hess	4204 Portsmouth Blvd	Chesapeake	23321-2129	757/465-8138
VA	OPR	Jason Branch	2900 W Hundred Rd	Chester	23831-2126	804/706-6238
VA	OPR	Todd Mercer	14101 Hull Street Rd	Chesterfield	23832-2780	804/639-0146
VA	OPR	Eric Kuchan	2200 N Franklin St	Christiansburg	24073-1112	540/394-4488
VA	OPR	Jason Riddle	384 Southpark Cir Spc B-10	Colonial Heights	23834-2965	804/520-4785
VA	OPR	Stacie Anderson	661 Southpark Blvd	Colonial Heights	23834-3617	804/524-4944
VA	OPR	Rick Combs	15275 Creativity Dr	Culpeper	22701-2504	540/825-4447
VA	OPR	Colin Brady	325 Piedmont Dr	Danville	24540-4028	434/791-3166
VA	OPR	Colin Brady	3535 Riverside Dr	Danville	24541-4633	434/799-1980
VA	OPR	Howe Rice	16000 Theme Park Way	Doswell	23047-1918	
VA	OPR	Ron Florence	21100 Dulles Town Cir Ste 244	Dulles	20166-2441	703/421-5203
VA	OPR	Natalie Yang	3880 Fettler Park Dr	Dumfries	22025-1995	703/221-8428
VA	OPR	Joe Emma	11750 Lee Jackson Memorial Hwy	Fairfax	22033-3311	703/279-1883
VA	OPR	John Natolly	9509 Fairfax Blvd	Fairfax	22031-4740	703/934-2150
VA	OPR	Justin Smith	4516 Fair Knoll Dr	Fairfax	22033-3866	703/222-1096
VA	OPR	A.J. Clemans	6108C Arlington Blvd	Falls Church	22044-2901	703/533-0288
VA	OPR	Josh Gaita	4220 Plank Rd	Fredericksburg	22407-4806	540/786-1131
VA	OPR	Joshua Kim	8020 Spotsylvania Mall	Fredericksburg	22407	540/786-6448
VA	OPR	Paul Jany	9900 Southpoint Pkwy	Fredericksburg	22407-2702	540/834-4199
VA	OPR	Tim Abbott	1094 International Pkwy	Fredericksburg	22406-1155	540/752-0061
VA	OPR	Todd Fleming	1698 Carl D Silver Pkwy	Fredericksburg	22401-4924	540/786-7979
VA	OPR	Jason Ward	5015 Wellington Rd	Gainesville	20155-4052	703/753-8944
VA	OPR	Howe Rice	10176 Brook Rd	Glen Allen	23059-6507	804/627-0497
VA	OPR	John Gordon	6780 Waltons Ln	Gloucester	23061-6121	804/693-4585
VA	OPR	James Perry	110 Market Place Dr	Hampton	23666-3118	757/825-2224
VA	OPR	Red Witten, Jr	2140 Coliseum Dr	Hampton	23666-5960	757/826-1277
VA	OPR	Ashley Bellamy	1691 E Market St	Harrisonburg	22801-5117	540/574-2232
VA	OPR	Jason Ward	15180 Washington St	Haymarket	20169-2949	571/222-7562
VA	OPR	Danielle O'Dell	1002 Edwards Ferry Rd NE	Leesburg	20176-3346	703/777-1200
VA	OPR	Dwayne Marshall	2901 Candler Mountain Rd	Lynchburg	24502-2211	434/237-2354
VA	OPR	Lee Hall	3405 Candler Mountain Rd Ste FC6	Lynchburg	24502-2218	434/237-5231
VA	OPR	Lee Hall	4003 Wards Rd	Lynchburg	24502-2943	434/239-2557
VA	OPR	George Snyder	9506 Liberia Ave	Manassas	20110-1719	703/331-1888
VA	OPR	Jeremy Smith	10677 Sudley Manor Dr	Manassas	20109-2844	703/330-7723
VA	OPR	Mike Lovitt	9939 Sowder Village Sq	Manassas	20109-5469	703/365-9292

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
VA	OPR	Danny Wulff	400 Liberty St	Martinsville	24112-1829	276/632-2448
VA	OPR	Mark Baldwin	7285 Battle Hill Dr	Mechanicsville	23111-3546	804/730-2638
VA	OPR	Erik DeVriendt	132 Schofield Dr	Midlothian	23113-7336	804/378-4232
VA	OPR	Katie Ryan	12301 Chattanooga Plz	Midlothian	23112-4867	804/744-9092
VA	OPR	Kevin Harrison	12128 Jefferson Ave	Newport News	23602-6908	757/882-8844
VA	OPR	Sean McClure	12423 Warwick Blvd	Newport News	23606-3006	757/595-0316
VA	OPR	Tony Grinbarg	12300 Jefferson Ave Spc 740-F1	Newport News	23602-6900	757/750-1111
VA	OPR	Jason Barnes	1501 Premium Outlets Blvd	Norfolk	23502-5526	757/500-4405
VA	OPR	Juan Ortiz	1205 N Military Hwy	Norfolk	23502-2228	757/461-9467
VA	OPR	Mike Easmeil	1600 Monticello Ave	Norfolk	23510-2620	757/446-8006
VA	OPR	Jason Umberger	1590 Koger Center Blvd	North Chesterfield	23235-4721	804/594-3930
VA	TMP	Matt Gaylord	11500 Midlothian Tpke Ste 478	North Chesterfield	23235-4791	804/794-4355
VA	TMP	Andrew Musick	901 Frederick Blvd	Portsmouth	23707-4107	757/673-4414
VA	OPR	Scott Payne	165 Purcellville Gateway Dr	Purcellville	20132-3490	540/338-0833
VA	OPR	David Kim	12160 Sunset Hills Rd	Reston	20190-5840	571/203-1234
VA	OPR	Larry Everett	1494 North Point Village Ctr	Reston	20194-1190	703/481-1725
VA	OPR	Blake Kell	1601 Willow Lawn Dr	Richmond	23230-3427	804/282-9674
VA	OPR	Bryan Fletcher	1529 N Parham Rd	Richmond	23229-4604	804/282-4285
VA	OPR	Cole Jordan	9100 W Broad St	Richmond	23294-5805	804/273-0435
VA	OPR	Greg Williams	4443 S Laburnum Ave	Richmond	23231-2419	804/236-4601
VA	OPR	Jonathan Lighty	4920 W Broad St	Richmond	23230-3115	804/662-5662
VA	OPR	Rob Preservati	11800 W Broad St Ste 1008	Richmond	23233-7914	804/364-0200
VA	OPR	Rob Preservati	3380 Pump Rd	Richmond	23233-1130	804/364-0200
VA	OPR	Tricia Fox	7125 Forest Hill Ave	Richmond	23225-1501	804/272-5050
VA	OPR	Bob Childress	4110 Southern Hills Dr Sw	Roanoke	24014-5221	540/989-2084
VA	OPR	Bob Childress	4802 Valley View Blvd Nw	Roanoke	24012-2001	540/362-9064
VA	OPR	Bob Childress	4805 Valley View Blvd NW	Roanoke	24012-2018	540/362-1160
VA	OPR	Bob Duffessy	3814 Challenger Ave	Roanoke	24012-6730	540/685-4255
VA	OPR	Shaine Miles	1353 W Main St	Salem	24153-4707	540/387-2095
VA	OPR	Charles Bohs	43310 Defender Dr	South Riding	20152-5325	703/722-8824
VA	OPR	Andrea Barnett	6681A Backlick Rd	Springfield	22150-2702	703/644-0155
VA	OPR	Les Brown	25 Dunn Dr	Stafford	22556-1558	540/657-7930
VA	OPR	Jay Hawkins	101 George Cochran Pkwy	Staunton	24401-9172	540/887-2391
VA	OPR	Bill Digges	45440 Dulles Crossing Plz	Sterling	20166-8920	703/444-0300
VA	OPR	Brian Summers	22015 Dulles Retail Plz	Sterling	20166-2508	571/325-2669
VA	OPR	Kyle Vinci	46920 Community Plz	Sterling	20164-1800	703/444-1901
VA	OPR	Dan Curran	6212 College Dr	Suffolk	23435-3651	757/686-4633
VA	OPR	Nicki Digby-Dalton	1018 N Main St	Suffolk	23434-4317	757/538-0941
VA	OPR	Deji Adako	8461 Leesburg Pike Ste B	Vienna	22182-2404	703/847-1514
VA	OPR	Jeff Hubley	538 Maple Ave W	Vienna	22180-4225	571/363-3944
VA	OPR	Bill Davis	5409 Indian River Rd	Virginia Beach	23464-5322	757/578-4800
VA	OPR	Brian Burnette	2013 Lynnhaven Pkwy	Virginia Beach	23456-1410	757/471-4495
VA	OPR	Brian Burnette	877 Lynnhaven Pkwy	Virginia Beach	23452-7203	757/468-1003
VA	OPR	Gerrard Jones	1524 General Booth Blvd	Virginia Beach	23454-5103	757/426-6639
VA	OPR	Jason Barnes	1097 Independence Blvd	Virginia Beach	23455-5523	757/318-7641
VA	OPR	Mark Mitchell	4752 Virginia Beach Blvd	Virginia Beach	23462-6748	757/233-1978
VA	OPR	Melody Clark	701 Lynnhaven Pkwy	Virginia Beach	23452-7299	757/340-1171
VA	OPR	Natalie Cheney	749 First Colonial Rd	Virginia Beach	23451-6123	757/437-8928
VA	OPR	Paul Brock	256 W Lee Hwy	Warrenton	20186-2501	540/347-9791

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
VA	OPR	Jay Hawkins	710 Shenandoah Village Dr	Waynesboro	22980-9314	540/932-9209
VA	OPR	Scott Peto	4610 Monticello Ave	Williamsburg	23188-8200	757/564-6801
VA	OPR	Wrenn Holland	6732 Mooretown Rd	Williamsburg	23188-2164	757/253-6464
VA	OPR	Chuck Guffee	112 Market St	Winchester	22603-4770	540/535-2120
VA	OPR	Chuck Guffee	2230 S Pleasant Valley Rd	Winchester	22601-7004	540/678-4096
VA	OPR	Jason Bearinger	1850 Apple Blossom Dr	Winchester	22601-5187	540/665-0783
VA	OPR	Luis Hevia	2425 Prince William Pkwy	Woodbridge	22192-4147	703/490-3165
VA	OPR	Luis Hevia	4101 Old Bridge Road	Woodbridge	22192	703/580-5205
VA	OPR	Kevin Harrison	5003A Victory Blvd	Yorktown	23693-5601	757/988-8847
WA	OPR	Valerie Escoffery-Artis	785 116th Ave NE	Bellevue	98004-5280	425/454-1758
WA	OPR	Matt Isenhower	1220 228th St SE	Bothell	98021-7489	425/402-0201
WA	OPR	Marc Schuh	17440 SE 272nd St	Covington	98042-4949	253/630-3862
WA	OPR	Ryan Powell	32025 Pacific Hwy S	Federal Way	98003-6001	206/429-2093
WA	OPR	Lynnae Schneller	6602 19th St W	Fircrest	98466-6131	253/564-1593
WA	OPR	Derek Schiefer	12026 NE 124th St	Kirkland	98034-8280	425/803-0222
WA	OPR	Jason Davies	5429 100th St SW	Lakewood	98499-3818	253/582-2696
WA	OPR	Paul Rosser	3026 196th St SW	Lynnwood	98036-6926	425/673-7132
WA	OPR	Mike Lehman	104 39th Ave SW	Puyallup	98373-3621	253/200-3450
WA	OPR	Karl Garcia	12801 Aurora Ave N	Seattle	98133-7519	206/364-0841
WA	OPR	Lynnae Schneller	3902 S Steele St	Tacoma	98409-7325	253/474-2273
WA	OPR	Ethan Woodward	17333 Southcenter Pkwy	Tukwila	98188-3317	206/575-7547
WA	OPR	John Dombroski	16400 SE Mill Plain Blvd	Vancouver	98684-9606	360/980-8535
WI	OPR	Eric Krebs	3775 W College Ave	Appleton	54914-3913	920/939-0604
WI	OPR	Chris Loweth	1 N Moorland Rd	Brookfield	53005-6018	262/786-2443
WI	OPR	Jim Frasier	12625 W Capitol Dr	Brookfield	53005-5404	262/373-0609
WI	OPR	Chris Guthrie	5351 S 76th St	Greendale	53129-1128	414/423-0853
WI	OPR	Jamie Fuller	430 S Gammon Rd	Madison	53719-1002	608/833-4344
WI	OPR	Monica Daniel	4212 E Washington Ave	Madison	53704-3720	608/245-2045
WI	OPR	Jim Frasier	1111 N 4th St	Milwaukee	53203-1104	
WI	OPR	Brian Goode	5315 Washington Ave	Mount Pleasant	53406-4204	262/632-0173
WI	OPR	Danica Anderson	150 W Town Square Way	Oak Creek	53154-6811	414/571-0048
WI	OPR	Kyle Bartz	1454 Capitol Dr	Pewaukee	53072-2656	262/691-0537
WI	OPR	Jason Miley	9114 76th St	Pleasant Prairie	53158-1944	262/358-4912
WI	OPR	David Schiedt	2645 S 108th St	West Allis	53227-1925	414/327-4885
WV	OPR	Larry Pittman	148 Melody Farms Rd	Barboursville	25504-1837	304/733-4850
WV	OPR	Larry Pittman	PO Box 4056	Barboursville	25504-4056	304/736-3973
WV	OPR	Richard Jarrell	100 Hylton Ln	Beckley	25801-2691	304/894-8455
WV	OPR	Richard Jarrell	1300 N Eisenhower Dr	Beckley	25801-3122	304/250-0158
WV	OPR	Caleb Peters	261 Mercer Mall Rd	Bluefield	24701-9098	304/327-6008
WV	OPR	Ryan Rutt	2399 Meadowbrook Mall Ste 620	Bridgeport	26330-9030	304/842-4835
WV	OPR	Alan Smith	3000 Charleston Town Ctr # 3011	Charleston	25389-0008	304/344-0868
WV	OPR	Tom Minturn	2509 Mountaineer Blvd	Charleston	25309-9439	304/205-5829
WV	OPR	Brandie Wehner	310 Emily Dr	Clarksburg	26301-5513	304/622-9797
WV	OPR	Kendra DeOms	1005 Foxcroft Ave	Martinsburg	25401-1837	304/267-9572
WV	OPR	Lisa Holt	334 Patteson Dr	Morgantown	26505-3232	304/599-1840
WV	OPR	Micah Skipper	9415 Mall Rd	Morgantown	26501-8538	304/983-6780
WV	OPR	Richard Jarrell	31 Crossroads Mall	Mount Hope	25880-9507	304/255-2338
WV	OPR	Mike Wade	750 Oakvale Rd	Princeton	24740-3915	681/282-5540
WV	OPR	Nolan Hatley	156 Joshua M Freeman Blvd	Ranson	25438-5691	304/728-1175



## CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/19

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
WV	OPR	George Angelos	100 Grand Central Mall Ave.	Vienna	26105	304/422-2790
WV	OPR	George Angelos	210 Grand Central Ave	Vienna	26105-4101	304/422-3646
WY	OPR	Raymond Mefford	4435 Windmill Rd	Cheyenne	82009-5200	307/638-4444
WY	OPR	Riley Emter	1400 Dell Range Blvd Spc 89	Cheyenne	82009-4851	307/632-7801
		Count:		2111		

## CHICK-FIL-A LICENSE LISTING AS OF 12/31/19

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
AL	Auburn University	255 Heisman Drive	Stdent Center	Auburn	36849	334/844-1284	LIC-Aramark College/University
AL	Auburn University - Village Dining	230 Beard-Eaves Ct	The Village View Dining Facility	Auburn	36849	334/844-1284	LIC-Aramark College/University
AL	Alabama Power	600 18th St N		Birmingham	35203	205/257-1688	LIC-Aramark Business/Industry
AL	Birmingham-Shuttlesworth International Airp	5900 Messer Airport Hwy	Suite #0034	Birmingham	35212	205/592-4362	LIC-HMSHost
AL	Samford University	800 Lakeshore Dr		Birmingham	35229	205/726-2637	LIC-Sodexo College
AL	University of North Alabama	1 Harrison Plz	Student Commons Building	Florence	35632	256/765-5667	LIC-Chartwells
AL	University of Alabama - Huntsville	507 John Wright Dr		Huntsville	35899	256/824-5124	LIC-Sodexo College
AL	Jacksonville State University	700 Pelham Rd N		Jacksonville	36265	256/782-5554	LIC-Sodexo College
AL	University of South Alabama	350 Campus Dr	Student Center	Mobile	36688	251/460-6296	LIC-Aramark College/University
AL	Alabama State University	1055 Tullibody Dr	John Garrick Hardy Student Cen	Montgomery	36104	334/497-0292	LIC-Aramark College/University
AL	Troy University	214 Adams Ctr		Troy	36082	334/670-5858	LIC-Sodexo College
AL	University of Alabama	Bama Dining Services	Ferguson Center	Tuscaloosa	35487	205/348-6816	LIC-Aramark College/University
AL	University of Alabama-Lloyd Hall	503 6th Ave Ne	Lloyd Hall	Tuscaloosa	35404	205/348-6429	LIC-Aramark College/University
AR	Henderson State University	1100 Henderson St	Garrison Activity Conference Cer	Arkadelphia	71999	0001	LIC-Sodexo College
AR	Ouachita Baptist University	410 Ouachita St		Arkadelphia	71998	870/245-5534	LIC-Sodexo College
AR	Wal-Mart Headquarters	805 Moberly Ln	David Glass Building	Bentonville	72716	870/550-5115	LIC-Eurest
AR	University of Central Arkansas	201 Donaghey Ave	Student Center	Conway	72035	501/450-5980	LIC-Aramark College/University
AR	University of Arkansas-Fayetteville	435 N Garland Ave Ste 209		Fayetteville	72701	479/575-5043	LIC-Chartwells
AR	University of Arkansas-Fort Smith	5210 Grand Ave	Smith-Pendergraft Campus Cent	Fort Smith	72904	7362	LIC-Aramark College/University
AR	Arkansas State University	105 North Caraway	Student Center	Jonesboro	72401	870/680-4078	LIC-Sodexo College
AR	Clinton National Airport	1 Airport Rd		Little Rock	72202	501/330-7251	LIC-HMSHost
AR	Southern Arkansas University	100 E University	Bruce Center	Magnolia	71753	870/235-5064	LIC-Aramark College/University
AR	University of Arkansas - Monticello	350 University Drive	Student Success Center	Monticello	71656	870/460-1900	LIC-Aramark College/University
AR	University of Arkansas - Pine Bluff	1301 L A Prexy Davis Dr		Pine Bluff	71601	870/575-8953	LIC-Aramark College/University
AR	Harding University	2700 Harding University		Searcy	72149	501/279-4364	LIC-Aramark College/University
AZ	Northern Arizona University	Nau Dining	P.O. Box 5736	Flagstaff	86011	928/523-8675	LIC-Sodexo College
AZ	Arizona State University - West Campus	4701 W Thunderbird Rd	Poly-West Campus	Glendale	85306	602/543-3363	LIC-Aramark College/University

## CHICK-FIL-A LICENSE LISTING AS OF 12/31/19

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
AZ	Arizona State University - Downtown	120 E Taylor St		Phoenix	85004	602/496-6715	LIC-Aramark College/University
AZ	Grand Canyon University	3300 W Camelback Rd	Thunder Alley	Phoenix	85017	602/639-6871	LIC-Sodexo College
AZ	Grand Canyon University - Diamondback Apartments	2945 West Colter Street	Diamondback Apartments	Phoenix	85017	602/639-6871	LIC-Sodexo College
AZ	Arizona State University	1290 S Normal Ave	Memorial Union Building	Tempe	85281	480/965-2052	LIC-Aramark College/University
AZ	University of Arizona-SUMC	1303 E University Blvd	Suite 149	Tucson	85719	520/626-0020	LIC-Self Operated College
CA	Los Angeles International Airport	1 World Way	Terminal 1	Los Angeles	90045	310/343-8309	LIC-SSP America
CA	California Baptist University	8432 Magnolia Ave		Riverside	92504	951/552-8079	LIC-Preferred Hosp
CA	San Jose International Airport - Terminal B	1701 Airport Blvd	Terminal B	San Jose	95110	408/652-7404	LIC-HMSHost
CA	California Polytechnic State University	1 Grand Ave	The Avenue Building 19	San Luis Obispo	93407	805/756-5952	LIC-Self Operated College
CO	Denver International Airport	8500 Pena Blvd		Denver	80249	303/342-6646	LIC-Concessions Int'l
CO	Colorado Mesa University	1455 N 12th St	University Center	Grand Junction	81501	970/248-1742	LIC-Sodexo College
CT	Mohegan Sun Resort	1 Mohegan Sun Blvd	Earth Concourse	Uncasville	06382	570/591-1910	LIC-Metz
DC	Catholic University	620 Michigan Ave Ne		Washington	20064	202/319-6874	LIC-Aramark College/University
DC	Georgetown University	3800 Reservoir Rd Nw	Hoya Commons Food Court	Washington	20007	202/271-1723	LIC-Aramark College/University
DC	George Washington University	2121 H St Nw	District House	Washington	20052	202/250-5140	LIC-Thompson Hosp
DC	Ronald Reagan Washington National Airport	1 Aviation Cir		Washington	20001	703/418-1500	LIC-Hojeij
DC	Union Station	50 Massachusetts Ave Ne		Washington	20002	202/838-0205	LIC-Thompson Hosp
DE	Delaware State University	1200 N Dupont Hwy	MLK Jr. Student Center	Dover	19901	302/857-7209	LIC-Aramark College/University
DE	University of Delaware	17 W Main Street	Trabant University Center	Newark	19713	302/831-0510	LIC-Aramark College/University
FL	Florida Atlantic University	777 Glades Rd		Boca Raton	33431	561/297-4727	LIC-Chartwells
FL	Embry Riddle Aeronautical University	600 S Clyde Morris Blvd		Daytona Beach	32114	386/226-7351	LIC-Sodexo College
FL	Florida Gulf Coast University	10501 Fgcu Blvd S	Student Union Building	Fort Myers	33965	239/590-1293	LIC-Chartwells
FL	Shands Hospital (Sun Terrace)-Gainesville	114 Recreational Dining Ct	Gator Dining Service	Gainesville	32611	352/392-1021	LIC-Aramark Hospital
FL	University of Florida	114 Recreational Dining Ct	Gator Dining Service	Gainesville	32611	352/392-9411	LIC-Aramark College/University
FL	University of Florida-Broward Complex	60 Inner Rd	Broward Dining Complex	Gainesville	32611-0001		LIC-Aramark College/University
FL	Jacksonville University	2800 University Blvd N	Davis Student Commons	Jacksonville	32211-3321		LIC-Aramark College/University
FL	St. Vincent's Medical Center	1 Shircliff Way	New Hospital Cafe	Jacksonville	32204-4748		LIC-TouchPoint

## CHICK-FIL-A LICENSE LISTING AS OF 12/31/19

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
FL	University of North Florida	1 U N F Dr		Jacksonville	32224	7699	LIC-Chartwells
FL	Southeastern University	1000 Longfellow Blvd	Pansler Alumni Student Center	Lakeland	33801	6034	LIC-Chartwells
FL	Florida International University	885 Sw 109th Ave	PG-5/Retail	Miami	33199	305/348-7797	LIC-Chartwells
FL	Orlando International Airport	9333 Airport Blvd		Orlando	32827	407/851-1334	LIC-HMSHost
FL	University of Central Florida	4000 Central Florida Blvd	SRC109	Orlando	32816	407/823-2238	LIC-Aramark College/University
FL	Pensacola Christian College	250 Brent Ln		Pensacola	32503	850/478-8496	LIC-Self Operated College
FL	Pensacola International Airport	2430 Airport Blvd		Pensacola	32504	850/434-6033	LIC-OHM
FL	University of West Florida	1100 University Pkwy	Argo Gallery	Pensacola	32514	850/857-6260	LIC-Aramark College/University
FL	Flagler College	50 Sevilla St	Ringhaver Student Center	Saint Augustine	32084	904/829-5861	LIC-Aramark College/University
FL	Florida A&M University	1510 Wahnish Way	Rattlers' Nest	Tallahassee	32307	3100	LIC-Metz
FL	Florida State University	127 Honors Way	Johnson Annex Building	Tallahassee	32306	0001	LIC-Sodexo College
FL	Tampa International Airport-Airside A	4100 George J Bean Pkwy	Airside A	Tampa	33607	813/387-9845	LIC-Hojeij
FL	Tampa International Airport-Main Terminal	4100 George J Bean Pkwy	Main Terminal	Tampa	33607	813/387-9866	LIC-Delaware North
FL	University of South Florida	4202 E Fowler Ave	CTR 152	Tampa	33620	813/974-5021	LIC-Aramark College/University
FL	University of Tampa	401 W Kennedy Blvd		Tampa	33606	813/258-7257	LIC-Sodexo College
FL	Palm Beach Atlantic University	1100 N Dixie Hwy		West Palm Bea	33401	561/803-2348	LIC-Aramark College/University
GA	Albany State University	504 College Dr	Student Center	Albany	31705	229/430-4747	LIC-Alladin Food Mgmt
GA	Georgia Southwestern State University	800 Gsw State University Dr	Canes Den Student Center	Americus	31709	229/931-2500	LIC-Aramark College/University
GA	University of Georgia	45 Baxter St		Athens	30602	706/542-1256	LIC-Self Operated College
GA	Delta Air Lines Headquarters	1030 Delta Blvd		Atlanta	30354	1989	LIC-Sodexo Business
GA	Georgia State University	66 Courtland Street		Atlanta	30303	404/413-9634	LIC-Self Operated College
GA	Georgia Tech	350 Ferst Dr		Atlanta	30332	404/894-2383	LIC-Aramark College/University
GA	Grady Memorial Hospital	80 Jesse Hill Jr Dr Se		Atlanta	30303	3031	LIC-Sodexo Hospital
GA	Hartsfield-Jackson Atlanta Int'l Airport - Concourse A	6000 N Terminal Pkwy	Concourse A	Atlanta	30320	404/762-2510	LIC-Hojeij
GA	Hartsfield-Jackson Atlanta Int'l Airport - Concourse B	7700 Spine Rd		Atlanta	30320	404/761-4213	LIC-HMSHost
GA	Morehouse College	830 Westview Dr Sw	Kilgore Center	Atlanta	30314	3773	LIC-Aramark College/University
GA	University Hospital-Augusta	1350 Walton Way		Augusta	30901	706/774-2209	LIC-Morrison's

## CHICK-FIL-A LICENSE LISTING AS OF 12/31/19

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
GA	University of West Georgia	Campus Dining		Carrollton	30118	678/839-5970	LIC-Self Operated College
GA	Columbus State University	4225 University Ave	Davidson Student Center	Columbus	31907	706/507-8373	LIC-Aramark College/University
GA	Piedmont Columbus Regional - Midtown	710 Center St		Columbus	31901	706/660-6417	LIC-Morrison's
GA	Emory Decatur Hospital	2701 N Decatur Rd		Decatur	30033	404/501-5094	LIC-Morrison's
GA	Fort Valley State University	1005 State University Dr	Student Center	Fort Valley	31030	478/825-5269	LIC-Sodexo College
GA	Northeast Georgia Medical Center	743 Spring St Ne		Gainesville	30501	770/219-2046	LIC-Unidine
GA	Kennesaw State University	395 Cobb Ave Nw		Kennesaw	30144	770/423-6611	LIC-Self Operated College
GA	Georgia Gwinnett College	1000 University Center Ln	Building-A Food Court	Lawrenceville	30043	678/407-5090	LIC-Aramark College/University
GA	Mercer University	1400 Coleman Ave		Macon	31207	478/301-2925	LIC-Aramark College/University
GA	Kennesaw State University - Marietta	1100 S Marietta Pkwy Se		Marietta	30060	2855	LIC-Self Operated College
GA	Georgia College and State University	231 W Hancock St	MSU Bldg.	Milledgeville	31061	478/452-2409	LIC-Sodexo College
GA	Berry College	2277 Martha Berry Hwy Nw	Krannert Student Center	Mount Berry	30149	706/236-1701	LIC-Aramark College/University
GA	Georgia Southern University - Armstrong Car	11935 Abercorn St	MCC Student Union	Savannah	31419	912/344-3246	LIC-Self Operated College
GA	Georgia Southern University	8107 Russell Un		Statesboro	30460	912/478-0447	LIC-Self Operated College
GA	Valdosta State University - Student Union	1500 N Patterson St	Student Union	Valdosta	31698	229/333-5671	LIC-Aramark College/University
GA	Young Harris College	228 Maple Street	Rollins Campus Center	Young Harris	30582	706/379-5304	LIC-Sodexo College
ID	Boise State University	1910 University Dr	Student Union	Boise	83725	208/426-1437	LIC-Aramark College/University
ID	University of Idaho	1080 W 6th St	Idaho Commons Food Court	Moscow	83843	208/885-6070	LIC-Sodexo College
ID	Brigham Young University - Idaho	525 S Center St	Manwaring Center	Rexburg	83460	0004	LIC-Self Operated College
IL	State Farm Corp. HQ	1 State Farm Plz		Bloomington	61710	309/763-2398	LIC-Eurest
IL	Southern Illinois University - Carbondale	1255 Lincoln Dr	Student Center	Carbondale	62901	618/453-1136	LIC-Self Operated College
IL	Eastern Illinois University	600 Lincoln Ave	Office of Univ. Housing/Dining	Charleston	61920	217/581-5733	LIC-Self Operated College
IL	University of Illinois - Chicago	750 S Halsted St	Student Center East	Chicago	60607	312/355-2338	LIC-Chartwells
IL	Southern Illinois University-Edwardsville	University Ctr	Box 1170	Edwardsville	62026	618/650-3042	LIC-Self Operated College
IL	College of DuPage	425 Fawell Blvd	Student Resource Center	Glen Ellyn	60137	630/942-4534	LIC-Sodexo College
IL	Western Illinois University	1 University Cir	University Union	Macomb	61455	309/298-1292	LIC-Sodexo College
IL	Bradley University	1501 W Bradley Ave	Michel Student Center	Peoria	61625	309/677-3210	LIC-Aramark College/University

## CHICK-FIL-A LICENSE LISTING AS OF 12/31/19

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
IN	Anderson University	1100 E 5th St	OLT Student Center	Anderson	46012	3462	LIC-Chartwells
IN	University of Evansville	1800 Lincoln Ave	John Ridgway University Center	Evansville	47722	812/488-2400	LIC-Chartwells
IN	University of Southern Indiana	8600 University Blvd		Evansville	47712	812/464-1859	LIC-Sodexo College
IN	Indianapolis International Airport	7800 Col H Weir Cook Mem Dr		Indianapolis	46241	8003	LIC-OHM
IN	Indiana University Purdue Univ at Indianapolis	420 University Blvd Ste 120		Indianapolis	46202	317/274-5157	LIC-Chartwells
IN	Indiana Wesleyan University	4201 S Washington St	Barnes Student Center	Marion	46953	765/677-2310	LIC-PCC
IN	Ball State University	1101 N Mckinley Ave	Atrium Food Court in the Art & Jc	Muncie	47306	765/285-0016	LIC-Self Operated College
IN	Taylor University	236 W Reade Ave	LaRita R. Boren Campus Center	Upland	46989	765/998-4678	LIC-Self Operated College
KS	University of Kansas	1301 Jayhawk Blvd	Wescoe Hall Underground	Lawrence	66045	785/864-3061	LIC-Self Operated College
KS	Kansas State University	918 N 17th St	121 K- State Student Union	Manhattan	66506	785/532-5111	LIC-Self Operated College
KS	Johnson County Community College	12345 College Blvd # Sc110		Overland Park	66210	913/469-3838	LIC-Self Operated College
KS	Wichita Dwight D. Eisenhower National Airpo	2277 S Eisenhower St		Wichita	67209	2849	LIC-MSE Business/Industry
KS	Wichita State University	1845 Fairmount	Rhatigan Student Center	Wichita	67260	316/978-5830	LIC-Chartwells
KY	Western Kentucky University	1 Big Red Way	124 Downing Univ. Center	Bowling Green	42101	270/745-6844	LIC-Aramark College/University
KY	Campbellsville University	1 University Dr Upo 783	Student Center	Campbellsville	42718	270/789-5063	LIC-PCC
KY	Cincinnati-Northern Kentucky International Ai	Terminal 3, 4th Floor	Cincinnati / N KY Airport	Hebron	41048	859/767-1076	LIC-HMSHost
KY	University of Kentucky	239 Student Ctr	UK Student Center	Lexington	40506	859/218-6726	LIC-Aramark College/University
KY	University of Louisville	2100 S Floyd St	SAC Bldg W206	Louisville	40208	502/852-6715	LIC-Aramark College/University
KY	University of Louisville Medical Center	500 S Preston St		Louisville	40202	502/852-2613	LIC-Aramark Hospital
KY	Morehead State University	UPO 1371		Morehead	40351	606/783-2017	LIC-Aramark College/University
KY	Murray State University	1415 Chestnut St.	Curriss Center	Murray	42071	270/809-4600	LIC-Sodexo College
KY	University of Pikeville	810 Hambley Blvd	Health Professional Education Bu	Pikeville	41501	606/218-5040	LIC-Aramark College/University
KY	Eastern Kentucky University	17 Powell Dr		Richmond	40475	859/622-3691	LIC-Aramark College/University
KY	University of the Cumberlands	6178 College Station Dr		Williamsburg	40769	606/539-4409	LIC-PCC
LA	Louisiana State University	2nd Floor Tiger Lair Food C	Corner of Raphael Semmes & Hi	Baton Rouge	70803	225/578-0829	LIC-Chartwells
LA	Southern University	133 Smith Brown	Memorial Student Union	Baton Rouge	70813	225/771-2363	LIC-Aramark College/University
LA	Southeastern Louisiana University - War Mer	303 West Texas Avenue	War Memorial Student Center	Hammond	70402	985/549-2286	LIC-Aramark College/University

## CHICK-FIL-A LICENSE LISTING AS OF 12/31/19

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
LA	Louis Armstrong New Orleans Int'l Airport	900 Airline Dr	North Terminal - Head House	Kenner	70062	504/463-5500	LIC-Delaware North
LA	University of Louisiana Lafayette	600 Mckinley St		Lafayette	70503	337/482-5732	LIC-Sodexo College
LA	University of Louisiana Monroe	700 University Ave		Monroe	71209	318/342-1980	LIC-Aramark College/University
LA	Northwestern State University	912 University Pkwy		Natchitoches	71457	318/357-4385	LIC-Sodexo College
LA	University of New Orleans	University Ctr Rm 250		New Orleans	70148	504/280-6370	LIC-Chartwells
LA	Xavier University	4980 Dixon St	University Center	New Orleans	70125	504/520-5016	LIC-Sodexo College
LA	Louisiana Tech University	Wisteria Student Center Rm 208		Ruston	71272	318/257-2195	LIC-Aramark College/University
LA	Nicholls State University	217 Ardoyne Dr		Thibodaux	70310	985/448-4900	LIC-Sodexo College
MD	Baltimore-Washington Intl Airport - A/B Core	Aviation Boulevard & Elm Pkwy	A/B Core	Baltimore	21240	410/859-8257	LIC-GFNC
MD	Morgan State University	1700 E Cold Spring Ln	Student Center	Baltimore	21251	443/885-3327	LIC-Thompson Hosp
MD	University of Maryland- Baltimore County	1000 Hilltop Cir	University Center	Baltimore	21250	443/612-8390	LIC-Chartwells
MD	University of Maryland-College Park	3972 Campus Dr	Stamp Union Food Court	College Park	20742	301/314-6568	LIC-Self Operated College
MD	Frostburg State University	Stadium Road	Lane Center	Frostburg	21532	301/687-3216	LIC-Chartwells
MD	University of Maryland-Eastern Shore	30617 Backbone Road	Student Services Center	Princess Anne	21853		LIC-Thompson Hosp
MD	Salisbury University	1101 Camden Ave	Guerrier Student Center	Salisbury	21801	410/677-6771	LIC-Self Operated College
MD	Towson University	8000 York Rd		Towson	21252	410/704-5403	LIC-Chartwells
MI	Detroit Medical Center	3990 John R St		Detroit	48201	313/831-0200	LIC-Self Op Hosp/Bus
MI	Detroit Metropolitan Airport	2562 Worldgateway Pl	McNamara Terminal, Core 10	Detroit	48242	734/941-3481	LIC-Hojeij
MI	Oakland University	2200 N Squirrel Rd	107 Oakland Center	Rochester	48309	248/370-2518	LIC-Chartwells
MI	Eastern Michigan University	878 W Cross St.	McKenny Hall	Ypsilanti	48197	734/487-0260	LIC-Chartwells
MN	Minnesota State University-Mankato	7 Centennial Student Un		Mankato	56001	507/389-2613	LIC-Sodexo College
MN	University of Minnesota	300 Washington Ave Se		Minneapolis	55455	612/625-2037	LIC-Aramark College/University
MN	St. Cloud State University	720 4th Ave S		Saint Cloud	56301	320/308-4373	LIC-Chartwells
MN	Minneapolis - Saint Paul Intl Airport-Concourse	4300 Glumack Dr	C-2560	Saint Paul	55111	612/355-4678	LIC-HMSHost
MN	Minneapolis - Saint Paul Intl Airport-Concourse	4300 Glumack Dr	Concourse F	Saint Paul	55111	786/582-1078	LIC-AREAS AERO
MO	Southeast Missouri State University	1 University Plz	MS 1700	Cape Girardeau	63701	573/651-2569	LIC-Chartwells
MO	University of Missouri - Kansas City	5100 Cherry St	Student Union Bldg. #216	Kansas City	64110	816/235-5080	LIC-Sodexo College

## CHICK-FIL-A LICENSE LISTING AS OF 12/31/19

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
MO	Truman State University	901 S. Franklin St.		Kirksville	63501	660/785-4197	LIC-Sodexo College
MO	Northwest Missouri State University	800 University Dr	J.W. Jones Student Center	Maryville		64468-6015	LIC-Aramark College/University
MO	Missouri University of Science & Technology	1346 N Bishop Ave		Rolla	65409	573/341-5436	LIC-Chartwells
MO	Lindenwood University	209 S Kingshighway St	Spellman Student Center	Saint Charles	63301	636/255-2241	LIC-Pedestal
MO	Missouri Western State University	4525 Downs Dr	Blum Student Union Food Court	Saint Joseph	64507	806/271-4426	LIC-Aramark College/University
MO	St. Louis College of Pharmacy	4588 Parkview Pl	Parkview Cafe	Saint Louis	63110	314/446-8156	LIC-Pedestal
MO	Missouri State University	901 S National	Plaster Student Union	Springfield	65897	417/836-4211	LIC-Chartwells
MO	University of Central Missouri	517 South Holden	Elliott University Union	Warrensburg	64093	660/543-4300	LIC-Sodexo College
MS	Delta State University	200 Washington St	Nowell Student Union Building	Cleveland	38732	662/846-4645	LIC-Sodexo College
MS	University of Southern Mississippi	118 College Dr	Union Building	Hattiesburg	39406	601/266-5376	LIC-Aramark College/University
MS	Jackson State University	1400 J R Lynch St	Student Center	Jackson	39217	601/979-0447	LIC-Sodexo College
MS	Mississippi Baptist Medical Center	1225 N State St		Jackson	39202	601/973-1646	LIC-Morrison's
MS	University of Mississippi Medical Center	2500 N State St		Jackson	39216	601/815-7693	LIC-Morrison's
MS	Mississippi State University	Po Box 6229	Perry Cafeteria/Darden Avenue	Mississippi Stat	39762	662/325-2849	LIC-Aramark College/University
MS	North Mississippi Medical Center	830 S Gloster St		Tupelo	38801	662/377-3528	LIC-Morrison's
MS	University of Mississippi	Third Floor Student Union B	University of Miss Food Court	University	38677	662/915-6690	LIC-Aramark College/University
NC	Gardner-Webb University	100 S Main St	Dover Campus Center	Boiling Springs	28017	704/406-4326	LIC-Sodexo College
NC	Appalachian State University	Stadium Dr	Trivette Hall	Boone	28608	828/262-3069	LIC-Self Operated College
NC	Campbell University	85 Main Street	Britt Hall	Buies Creek	27506	910/893-1456	LIC-Aramark College/University
NC	University of NC-Chapel Hill (Lenoir Hall)	36 Lenior Hall		Chapel Hill	27599	919/843-7855	LIC-Aramark College/University
NC	University of North Carolina Hospital-Beach	1 Medical Dr	Beach Cafe, Brinkhouse-Bullitt	Chapel Hill	27599	919/962-0212	LIC-Aramark Hospital
NC	Charlotte-Douglas International Airport	5501 Birmingham Parkway		Charlotte	28208	704/324-7218	LIC-HMSHost
NC	Gateway Village	800 W Trade St		Charlotte	28202	980/683-0478	LIC-Eurest
NC	University of NC-Charlotte	9201 University City Blvd	Cone Center ID Office	Charlotte	28223	704/687-3391	LIC-Chartwells
NC	Wells Fargo Bank	1525 W W T Harris Blvd		Charlotte	28262	704/590-4737	LIC-Eurest
NC	Western Carolina University	160 West University Way	Courtyard Food Court	Cullowhee	28723	828/227-2784	LIC-Aramark College/University
NC	Duke University Medical Center	S Food Ct	Flowers Drive	Durham	27710	919/668-5873	LIC-Aramark Hospital



## CHICK-FIL-A LICENSE LISTING AS OF 12/31/19

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
NC	North Carolina Central University	610 E. Lawson St.	W.G Pearson Student Center	Durham	27707	919/530-6498	LIC-Sodexo College
NC	Fayetteville State University	1200 Murchison Rd	Student Center	Fayetteville	28301	910/672-1739	LIC-Aramark College/University
NC	Methodist University	5400 Ramsey St	Berns Student Center	Fayetteville	28311	1420	LIC-Aramark College/University
NC	NC A&T (NC Agricultural & Technical State U	1601 E Market St	Dining Services	Greensboro	27411	336/334-7560	LIC-Sodexo College
NC	University of NC-Greensboro (Elliott Center)	516 Stirling St		Greensboro	27412	336/334-5443	LIC-Chartwells
NC	East Carolina University - Croatan	5th Street	The Croatan	Greenville	27858	252/328-6477	LIC-Aramark College/University
NC	High Point University	833 Montlieu Ave		High Point	27262	4221	LIC-Aramark College/University
NC	University of NC - Pembroke	355 N. Odum Street	James B. Chavis Center	Pembroke	28372	910/775-4195	LIC-Sodexo College
NC	North Carolina State University	2600 Founders Dr		Raleigh	27695	919/515-7910	LIC-Self Operated College
NC	University of NC-Wilmington	601 S College Rd		Wilmington	28403	910/962-7782	LIC-Aramark College/University
NC	Wingate University	220 N Camden Rd	The Klondike Building	Wingate	28174	704/233-8108	LIC-Aramark College/University
NC	Wake Forest Baptist Medical Center	Medical Center Blvd		Winston Salem	27157	336/716-8836	LIC-Sodexo Hospital
NC	Wake Forest University	1834 Wake Forest Dr	Benson Food Court Center	Winston Salem	27109	336/758-4695	LIC-Aramark College/University
NC	Winston Salem State University	601 S Martin Luther King J	Donald Julian Reaves Student C	Winston Salem	27110	336/750-2846	LIC-Aramark College/University
NE	University of Nebraska at Kearney	1013 W 27th St	Nebraskan Student Union	Kearney	68849	308/865-8089	LIC-Sodexo College
NE	University of Nebraska - Lincoln	1400 R St	Nebraska Union	Lincoln	68588	402/261-3843	LIC-MSE College/University
NE	Mutual of Omaha	33rd And Dodge St	Mutual of Omaha Plaza	Omaha	68175	402/351-4303	LIC-Eurest
NJ	Delaware Gap Travel Plaza	19 Simpson Road		Columbia	07832	908/496-7001	LIC-HMSHost
NJ	Stockton University	101 Vera King Farris Dr	College Center	Galloway	08205	609/652-4771	LIC-Chartwells
NJ	Thomas Edison Travel Plaza	Mile Marker 92.9 South	New Jersey Turnpike	Woodbridge	07095		LIC-HMSHost
NM	University of New Mexico	201 La Posada		Albuquerque	87131	505/277-0185	LIC-Chartwells
NM	New Mexico State University Student Center	Corbett Ctr Rm 130		Las Cruces	88003	575/646-4801	LIC-Sodexo College
NV	Golden Nugget Las Vegas Hotel	129 Fremont St		Las Vegas	89101	702/386-8243	LIC-Landry's
NY	Albany International Airport	737 Albany Shaker Rd		Albany	12211	518/472-0053	LIC-OHM
NY	New York University	5 University Pl # 11	Weinstein Food Court	New York	10003	212/998-4931	LIC-Chartwells
OH	University of Akron-Student Center	303 Carroll St	Student Center	Akron	44325	330/972-6795	LIC-Aramark College/University
OH	University of Akron-Summit College	225 S Main St	Polsky Building	Akron	44325	330/972-6795	LIC-Aramark College/University

## CHICK-FIL-A LICENSE LISTING AS OF 12/31/19

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
OH	University of Cincinnati	2701 Bearcat Way	University Tangeman Center	Cincinnati	45221	513/556-1045	LIC-Aramark College/University
OH	Cleveland-Hopkins International Airport	5300 Riverside Dr		Cleveland	44135	216/417-3208	LIC-United Concessions
OH	Cedar Point Theme Park	1 Cedar Point Dr	Frontier Land	Sandusky	44870	419/627-2325	LIC-Self Op Hosp/Bus
OH	University of Toledo	2801 W Bancroft St	Student Union	Toledo	43606	419/530-5281	LIC-Aramark College/University
OH	Youngstown State University	1 University Plz	Kilcawley Center	Youngstown	44555	0001	LIC-Chartwells
OK	Duncan Regional Hospital	1407 N Whisenant Dr		Duncan	73533	580/251-8767	LIC-Sodexo Hospital
OK	Oklahoma Christian University	2501 E Memorial Rd	Edward L. Gaylord University Ce	Edmond	73013	405/425-5019	LIC-U-Dining
OK	University of Central Oklahoma	100 N University Dr		Edmond	73034	405/974-4637	LIC-Chartwells
OK	Gaylord Family Oklahoma Memorial Stadium	180 W Brooks	University of Oklahoma	Norman	73019	405/325-6851	LIC-Self Operated College
OK	University of Oklahoma	1400 Asp Ave	Room 133	Norman	73019	405/325-6851	LIC-Self Operated College
OK	University of Oklahoma Couch Building	333 3rd St		Norman	73019	405/325-5185	LIC-Self Operated College
OK	Oklahoma City University	2501 N Blackwelder Ave		Oklahoma City	73106	405/208-5528	LIC-Chartwells
OK	SSM Health St. Anthony Hospital	535 Nw 9th St		Oklahoma City	73102	405/272-8434	LIC-Sodexo Hospital
OK	University of Oklahoma Health Science Cent	1106 N Stonewall Ave	Student Center 132	Oklahoma City	73117	405/271-3660	LIC-Self Operated College
OK	Oklahoma Baptist University	500 W University St	Geiger Center	Shawnee	74804	405/585-5386	LIC-Chartwells
OK	Oklahoma State University	Room 177	Student Union Building	Stillwater	74078	405/744-7393	LIC-Self Operated College
OK	Northeastern State University	600 N Grand Ave		Tahlequah	74464	918/456-5511	LIC-Sodexo College
OK	Oral Roberts University	7777 S Lewis Ave		Tulsa	74171	918/495-6357	LIC-Sodexo College
OK	University of Tulsa	440 S Gary Ave		Tulsa	74104	918/631-2186	LIC-Sodexo College
PA	Bloomsburg University	400 E 2nd St	Soltz Residence Hall	Bloomsburg	17815	570/389-5455	LIC-Aramark College/University
PA	California University of Pennsylvania	250 University Ave	Natali Student Center	California	15419	724/938-4343	LIC-AVIF
PA	Misericordia University	301 Lake St	Banks Student Center	Dallas	18612	570/674-3351	LIC-Metz
PA	Hersheypark	300 Park Blvd	Founders Way	Hershey	17033	717/508-3104	LIC-Self Op Hosp/Bus
PA	HersheyPark Food Truck	One Hershey Drive		Hershey	17033	717/534-3900	LIC-Self Op Hosp/Bus
PA	Indiana University of Pennsylvania	319 Pratt Dr		Indiana	15701	724/357-7571	LIC-Aramark College/University
PA	Kutztown University	20 Luckenbill Road	Academic Forum Building	Kutztown	19530	484/646-4245	LIC-Aramark College/University
PA	Lock Haven University	401 N Fairview St	Eagle Rock Food Court - Bently	Lock Haven	17745	570/484-2891	LIC-Aramark College/University

## CHICK-FIL-A LICENSE LISTING AS OF 12/31/19

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
PA	Drexel University	203 N 34th St	Northside Dining Terrace	Philadelphia	19104	215/895-6246	LIC-Aramark College/University
PA	Fashion District of Philadelphia	1100 Market St	Market Place Food Court	Philadelphia	19107	215/925-7162	LIC-Aramark Business/Industry
PA	Philadelphia International Airport - B/C Connector	8500 Essington Ave	A/B Connector	Philadelphia	19153	215/492-1814	LIC-Hojeij
PA	Temple University	1755 N 13th St	Howard Gittis Student Center	Philadelphia	19122	484/951-9894	LIC-Aramark College/University
PA	Temple University - Morgan Hall	1601 N Broad St	Morgan Hall	Philadelphia	19122	215/777-8252	LIC-Aramark College/University
PA	Duquesne University	600 Forbes Ave		Pittsburgh	15282	412/396-1329	LIC-Eat'N Park Hosp
PA	Pittsburgh International Airport	1000 Airport Blvd		Pittsburgh	15231	412/472-0205	LIC-GFNC
PA	University of Pittsburgh	3990 5th Ave	University of Pittsburgh Tower	Pittsburgh	15213	412/624-2813	LIC-Sodexo College
PA	University of Scranton	900 Mulberry Street	DeNaples Student Center	Scranton	18510	570/941-7456	LIC-Aramark College/University
PA	Penn State University	BO10C Hub-Robeson Center		University Park	16802	814/865-7623	LIC-Self Operated College
PA	West Chester University	Rosedale Ave	Rams Head Food Ct	West Chester	19383	610/436-2730	LIC-Aramark College/University
PA	King's College - King's on the Square	20 Public Sq		Wilkes Barre	18701	570/208-5900	LIC-Chartwells
SC	Anderson University-New Student Center	316 Boulevard City	New Student Center	Anderson	29621	864/231-5555	LIC-Aramark College/University
SC	College of Charleston - Berry Hall	162 Calhoun St	Berry Hall	Charleston	29401	843/953-1055	LIC-Aramark College/University
SC	Medical University of South Carolina	171 Ashley Ave Rm Eh110a		Charleston	29425	843/792-9655	LIC-Sodexo Hospital
SC	The Citadel Military College	4 Avenue Of Rembrance		Charleston	29409	843/953-2556	LIC-Sodexo College
SC	Clemson University	201 Fernow Street	Fernow Cafe	Clemson	29631	864/656-1272	LIC-Aramark College/University
SC	University of South Carolina	1718 College St		Columbia	29208	803/777-6222	LIC-Aramark College/University
SC	Coastal Carolina University	100 Spadoni Park Circle	Lib Jackson Student Center	Conway	29528		LIC-Aramark College/University
SC	Bob Jones University	1700 Wade Hampton Blvd	Student Center	Greenville	29614	864/370-1800	LIC-Aramark College/University
SC	Furman University-Student Center	3300 Poinsett Hwy		Greenville	29613	864/294-3664	LIC-Bon Appetit
SC	Greenville Memorial Hospital	701 Grove Rd		Greenville	29605	864/455-6301	LIC-Self Op Hosp/Bus
SC	Greenville-Spartanburg International Airport	2000 Gsp Dr		Greer	29651	864/360-8220	LIC-OHM
SC	Myrtle Beach International Airport	1100 Jet Port Rd		Myrtle Beach	29577	843/839-1330	LIC-MSE Business/Industry
SC	Newberry College	2100 College St	Kaufman Dining Hall	Newberry	29108	803/321-5151	LIC-Sodexo College
SC	Charleston Southern University	9200 University Blvd	Strom Thurmond Center	North Charleston	29406	9121	LIC-Aramark College/University
SC	Winthrop University	2020 Alumni Drive	Markley's Food Court	Rock Hill	29730	803/323-3409	LIC-Sodexo College

## CHICK-FIL-A LICENSE LISTING AS OF 12/31/19

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
SC	Wofford College	429 N Church St		Spartanburg	29303	864/597-4252	LIC-AVIF
SC	North Greenville University	7801 N Tigerville Rd	Todd Dining Center	Tigerville	29688	864/977-7100	LIC-Aramark College/University
SD	South Dakota State University	1421 Student Union Ln	University Student Union	Brookings	57007	605/697-2559	LIC-Aramark College/University
SD	University of South Dakota	414 E Clark St	Muenster Student Union	Vermillion	57069	2307	LIC-Aramark College/University
TN	Erlanger Health Systems	975 E 3rd St		Chattanooga	37403	423/778-7405	LIC-Sodexo Hospital
TN	University of Tennessee-Chattanooga	615 Mccallie Ave	107 University Center	Chattanooga	37403	423/425-4200	LIC-Aramark College/University
TN	Austin Peay State University	601 College St	Morgan Center University	Clarksville	37044	931/221-7474	LIC-Chartwells
TN	Lee University	1120 N Ocoee St		Cleveland	37311	423/614-8587	LIC-Sodexo College
TN	Tennessee Tech University	1000 N Dixie	Roaden University Center	Cookeville	38505	0001	LIC-Chartwells
TN	Tusculum University	60 Shiloh Rd	Niswonger Commons	Greeneville	37745	423/787-8344	LIC-Chartwells
TN	Lincoln Memorial University	6965 Cumberland Gap Pkwy		Harrogate	37752	423/869-3446	LIC-Chartwells
TN	Jackson-Madison County Hospital	620 Skyline Dr		Jackson	38301	731/541-6591	LIC-Morrison's
TN	Carson Newman University	809 E College St	Maddox Student Activities Center	Jefferson City	37760	2236	LIC-Aramark College/University
TN	East Tennessee State University	J.L. Seehorn, Jr. Dr	DP Culp Center	Johnson City	37601	423/439-4389	LIC-Sodexo College
TN	University of Tennessee	1015 Phillip Fulmer Way		Knoxville	37996	865/974-1552	LIC-Aramark College/University
TN	University of Tennessee - Presidential Court	1017 Francis St		Knoxville	37916	865/974-6846	LIC-Aramark College/University
TN	University of Tennessee-Martin	133 Boling University Ctr		Martin	38238	731/881-7772	LIC-Sodexo College
TN	Bethel University	325 Cherry Ave	Vera Lowe Center	Mc Kenzie	38201	731/352-4006	LIC-Self Operated College
TN	University of Memphis-University Center	499 University Ctr	University Center Food Court	Memphis	38152	3460	LIC-Chartwells
TN	Middle Tennessee State University	1301 Main St		Murfreesboro	37132	615/898-2675	LIC-Aramark College/University
TN	Belmont University	2000 Belmont Blvd	Graphart Center	Nashville	37212	615/460-8363	LIC-Sodexo College
TN	Lipscomb University	1 University Park Dr	Bennett Campus Center	Nashville	37204	615/966-6266	LIC-Sodexo College
TN	Tennessee State University	3500 John A Merritt Blvd	Floyd-Payne Campus Center	Nashville	37209	615/963-5495	LIC-Aramark College/University
TX	Abilene Christian University	216B McGlothlin Campus Ctr		Abilene	79699	325/674-2520	LIC-Chartwells
TX	University of Texas-Arlington	300 W First St		Arlington	76019	817/272-2919	LIC-Chartwells
TX	University of Texas-Austin	24th & Guadalupe	Texas Union	Austin	78713	512/475-6500	LIC-Aramark College/University
TX	University of Texas-Austin-SAC	2201 Speedway	Student Activities Center	Austin	78712	512/485-6508	LIC-Aramark College/University

## CHICK-FIL-A LICENSE LISTING AS OF 12/31/19

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
TX	Lamar University	4405 Jimmy Simmons Blvd	Setzer Student Center	Beaumont	77705	409/350-6540	LIC-Chartwells
TX	University of Mary Hardin - Baylor	900 College St	Student Union Building	Belton	76513	2578	LIC-Sodexo College
TX	West Texas A&M University	Jbk Student Ctr		Canyon	79016	806/651-2715	LIC-Aramark College/University
TX	Texas A&M-Ag Cafe	Agronomy Rd		College Station	77843	979/845-6116	LIC-Chartwells
TX	Texas A&M-SBISA	Agronomy Rd		College Station	77843	979/845-8188	LIC-Chartwells
TX	Texas A&M Corpus Christi	6300 Ocean Dr Unit 5763		Corpus Christi	78412	361/825-2760	LIC-Chartwells
TX	Baylor University Medical Center	3500 Gaston Ave	J.G. LaHair @ Baylor Dallas Ed	Dallas	75246	2017	LIC-Aramark Hospital
TX	Dallas Baptist University	3000 Mountain Creek Pkwy	Mahler Student Center	Dallas	75211	6700	LIC-Sodexo College
TX	Dallas Love Field	8008 Cedar Springs Rd		Dallas	75235	214/301-7514	LIC-HMSHost
TX	Southern Methodist University (SMU)	3300 Dyer St # 101	Dining Services	Dallas	75275	214/768-2367	LIC-Aramark College/University
TX	Texas Health Presbyterian Hospital - Dallas	8200 Walnut Hill Ln		Dallas	75231	214/345-6867	LIC-Self Op Hosp/Bus
TX	Texas Woman's University	420 Administration Dr.	Student Ctr, Rm 001	Denton	76201	940/898-3665	LIC-Chartwells
TX	University of North Texas	Po Box 310877	Student Union Bldg	Denton	76203	940/369-8597	LIC-Self Operated College
TX	Dallas/Fort Worth Intl Airport (DFW) - Terminal A	International Parkway	Terminal C	Dfw Airport	75261	972/973-7752	LIC-HBF M2 Concepts
TX	Dallas/Fort Worth Intl Airport (DFW) -Terminal B	International Parkway	Terminal D	Dfw Airport	75261	972/973-4489	LIC-HBF M2 Concepts
TX	Dallas/Fort Worth Intl Airport (DFW) - Terminal C	International Parkway	Terminal E	Dfw Airport	75261	972/973-6430	LIC-OMDWF
TX	University of Texas - Rio Grande Valley	1201 W University Dr	Student Union Building	Edinburg	78539	956/665-7485	LIC-Sodexo College
TX	University of Texas - El Paso	2051 Wiggins Way	El Paso Natural Gas Conference	El Paso	79902	915/747-7459	LIC-Sodexo College
TX	Cook Children's Medical Center	801 7th Ave		Fort Worth	76104	682/885-4044	LIC-Self Op Hosp/Bus
TX	Lockheed Martin	1 Lockheed Blvd	Aero Cafe	Fort Worth	76108	817/946-7765	LIC-Eurest
TX	Texas Christian University	2901 Stadium Dr	Brown Lupton University Union	Fort Worth	76129	0001	LIC-Sodexo College
TX	Pleasure Pier	2501 Seawall Blvd		Galveston	77550	409/766-7819	LIC-Landry's
TX	University of Texas Medical Branch	301 N University Blvd		Galveston	77555	409/772-9755	LIC-Morrison's
TX	Houston Baptist University	7502 Fondren Rd	M.D. Anderson Student Center	Houston	77074	3200	LIC-Aramark College/University
TX	Houston George Bush Inter'l Airport - Terminal A	2800 N Terminal Rd	Terminal A	Houston	77032	346/302-5013	LIC-HMSHost
TX	Houston George Bush Inter'l Airport - Terminal B	2800 N Terminal Rd	Terminal B	Houston	77032	281/233-7674	LIC-JDDA Concessions
TX	M.D. Anderson Cancer Center	7007 Bertner Ave	Administrative Support Building	Houston	77030	713/792-2688	LIC-Self Op Hosp/Bus

## CHICK-FIL-A LICENSE LISTING AS OF 12/31/19

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
TX	M.D. Anderson Hospital	1515 Holcombe Blvd	Box 58, Food Court	Houston	77030	713/792-2646	LIC-Self Op Hosp/Bus
TX	One Allen Center	500 Dallas St		Houston	77002	713/659-3800	LIC-Restaurant Innovative
TX	Pennzoil Place	711 Louisiana St Ste 100		Houston	77002	713/505-1211	LIC-Restaurant Innovative
TX	Texas Childrens Hospital	6621 Fannin St	Foodcourt	Houston	77030	832/822-0305	LIC-Morrison's
TX	Texas Medical Center	6550 Bertner Ave		Houston	77030	713/749-0477	LIC-Aramark Business/Industry
TX	Texas Southern University	3100 Cleburne St	Sterling Student Life Center	Houston	77004	832/309-8219	LIC-Sodexo College
TX	University of Houston-Downtown	1 Main St		Houston	77002	713/221-8462	LIC-Chartwells
TX	University of Houston-The Satellite	3801 Cullen Blvd		Houston	77004	832/842-5989	LIC-Chartwells
TX	University of Houston-University Center	4700 Calhoun Rd	American Cafe/Univ. Ctr., Room	Houston	77004	832/842-5989	LIC-Chartwells
TX	William P. Hobby Airport	7800 Airport Blvd	International Terminal	Houston	77061	713/644-0737	LIC-NPR
TX	Sam Houston State University	1717 Avenue J	Campus Dining Service	Huntsville	77340	936/294-1931	LIC-Aramark College/University
TX	Texas A&M University-Kingsville	1050 E Santa Gertrudis St	Memorial Student Union Building	Kingsville	78363	361/593-4177	LIC-Aramark College/University
TX	Texas A&M International University	5201 University Blvd	Student Center Food Court	Laredo	78041	1920	LIC-Aramark College/University
TX	Covenant Medical Ctr (Methodist Hosp)	3615 19th St		Lubbock	79410	806/725-0483	LIC-Aramark Hospital
TX	Texas Tech University	15th and Akron	Housing and Dining Services	Lubbock	79409	806/742-4610	LIC-Self Operated College
TX	Texas Tech University - College of Business	703 Flint Ave	College of Business	Lubbock	79409	806/742-0977	LIC-Self Operated College
TX	Texas Tech University - Sam's West	3211 18th St.	Sam's Place Wiggins	Lubbock	79409	806/742-6666	LIC-Self Operated College
TX	Stephen F. Austin University	University Center Vista Dr	Room 109	Nacogdoches	75962	936/468-5208	LIC-Aramark College/University
TX	Prairie View A&M University	L.W. Minor Street	Memorial Student Center	Prairie View	77446	936/857-4326	LIC-Sodexo College
TX	University of Texas-Dallas	2601 N Floyd Rd	Founders North Building	Richardson	75080	972/883-4769	LIC-Chartwells
TX	Angelo State University	2601 W Avenue N		San Angelo	76909	325/944-1888	LIC-Chartwells
TX	St. Mary's University	1 Camino Santa Maria St	Student Dining Center	San Antonio	78228	210/436-3750	LIC-Aramark College/University
TX	University of Texas-San Antonio (UTSA)	1 Utsa Cir	JPL Food Court	San Antonio	78249	210/458-4206	LIC-Aramark College/University
TX	University of the Incarnate Word	4301 Broadway St		San Antonio	78209	210/805-5874	LIC-Sodexo College
TX	USAA Cafe H	9800 Fredericksburg Rd	McDermott Bldg., C-S-W	San Antonio	78288	210/498-1414	LIC-Sodexo Business
TX	Texas State University	100 Moore Street Bldg 30		San Marcos	78666	512/245-9930	LIC-Chartwells
TX	ExxonMobil	22777 Springwoods Village Pkwy		Spring	77389	281/832-7286	LIC-Eurest

## CHICK-FIL-A LICENSE LISTING AS OF 12/31/19

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
TX	Tarleton State University	1451 W Jones St		Stephenville	76401	254/968-9444	LIC-Sodexo College
TX	Tyler Junior College	1250 Magnolia Dr	New Student Resident Life Center	Tyler	75701	903/533-5460	LIC-Aramark College/University
TX	University of Texas - Tyler	3900 University Blvd	University Center	Tyler	75799	903/566-7074	LIC-Sodexo College
TX	Baylor University Student Union	1311 S 5th St		Waco	76798	254/710-1721	LIC-Aramark College/University
TX	Midwestern State University	3410 Taft Blvd	Clark Student Union	Wichita Falls	76308	940/397-4803	LIC-Chartwells
UT	Southern Utah University	351 W University Blvd	Sharwan Smith Student Center	Cedar City	84720	435/586-7780	LIC-Chartwells
UT	Utah Valley University	800 W University Pkwy	Sorenson Student Center	Orem	84058	801/863-8664	LIC-Self Operated College
UT	Brigham Young University	Ernest L. Wilkinson Student Center	Cougareat Food Court	Provo	84602	2410	LIC-Self Operated College
UT	Dixie State University	225 S 700 E	Gardner Center	Saint George	84770	435/652-7685	LIC-Self Operated College
VA	Virginia Tech	200 Owens Hall	Owens Dining Center	Blacksburg	24061	540/231-4901	LIC-Self Operated College
VA	University of Virginia	Alderman & McCormick Rds.		Charlottesville	22904	434/924-7901	LIC-Aramark College/University
VA	George Mason University (SUB 1)	4400 University Dr	Student Union Building 1	Fairfax	22030	703/993-9259	LIC-Sodexo College
VA	Longwood University	156 S South St		Farmville	23901	434/315-0232	LIC-Aramark College/University
VA	Hampton University	Queen & Tyler St		Hampton	23668	757/727-5218	LIC-Gourmet Services, Inc.
VA	James Madison University	Msc 902	Dining Services	Harrisonburg	22807	540/568-7788	LIC-Aramark College/University
VA	James Madison University - D-Hub	771 Dukes Dr	D-Hub - Village	Harrisonburg	22807	540/568-6244	LIC-Aramark College/University
VA	Liberty University - Tilley	1971 University Blvd	Tilley Student Center	Lynchburg	24502	434/582-2262	LIC-Sodexo College
VA	Christopher Newport University	1 University Pl		Newport News	23606	757/594-7888	LIC-Self Operated College
VA	Norfolk State University	700 Park Ave		Norfolk	23504	757/823-2114	LIC-Thompson Hosp
VA	Old Dominion University	1200 Webb Ctr		Norfolk	23529	757/683-3218	LIC-Aramark College/University
VA	Virginia State University	1 Hayden St	Foster Hall Student Center	Petersburg	23803	804/687-2499	LIC-Thompson Hosp
VA	Radford University	Fairfax Street	Dalton Hall	Radford	24142	540/831-5351	LIC-Chartwells
VA	Medical College of Virginia	403 N 13th St	MCV Campus	Richmond	23298	804/971-2347	LIC-Aramark Hospital
VA	Virginia Commonwealth University	900 Park Ave	VCU Dining Services	Richmond	23284	804/828-2225	LIC-Aramark College/University
VA	William & Mary	249 Richmond Rd	Tribe Square	Williamsburg	23185	757/221-3452	LIC-Sodexo College
VA	Valley Health Winchester Medical Center	1836 Amherst St	Cafe at Winchester Medical Center	Winchester	22601	540/536-8110	LIC-Aramark Hospital
VA	University of Virginia - Wise	1 College Ave		Wise	24293	276/328-5514	LIC-Chartwells

## CHICK-FIL-A LICENSE LISTING AS OF 12/31/19

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
WV	Fairmont State University	1201 Locust Ave	Falcon Center	Fairmont	26554	304/367-4976	LIC-Alladin Food Mgmt
WV	Marshall University	1 John Marshall Dr		Huntington	25755	304/696-3329	LIC-Sodexo College
WV	West Virginia University	1550 University Ave	Mountainlair Student Center	Morgantown	26506	304/293-0017	LIC-Sodexo College
WV	West Virginia University Health Science Cent	1 Medical Center Dr		Morgantown	26506	443/745-9688	LIC-Sodexo College
	<b>382</b>						



**EXHIBIT “F”**

**LIST OF FORMER OPERATORS**

**EXHIBIT "F"**

Former Operators, whose franchise agreements were terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Chick-fil-A franchise agreement during fiscal year 2019 and through March 31, 2020 or who have not communicated with us within ten weeks of our application date:

<b>State</b>	<b>City</b>	<b>Name (Last, First)</b>	<b>Current Business Phone</b>	<b>Last Known Home Phone</b>
AL	Huntsville	Wesson, Barry	Unknown	256-461-9595 (H)
AR	Rogers	Clark, Scott	Deceased	Deceased
CA	Elk Grove	Frick, II, Darrell	Unknown	540-305-9372 (M)
CA	Venice	Griffin, Kayla	Unknown	323-459-4659 (M)
FL	Mount Dora	O'Leary, Kevin	Unknown	352-250-3864 (M)
MD	Bowie	Snyder, Eric	Deceased	Deceased
MO	Arnold	Hoffman, Donald	Unknown	314-540-6801 (M)
NJ	Marlton	Bowman, Brian	Unknown	610-247-4835 (H)
NJ	Voorhees	Williams, Paul Matthew	Unknown	856-298-2844 (M)
NY	New York	Puglisi, III, Alfred	Unknown	561-906-0872 (M)
OK	Norman	Hilgenfeld, Michael	Deceased	Deceased
PA	King Of Prussia	Robins, Robert	Unknown	215-752-1468 (H)
TX	Stafford	Ballard, Royce	Unknown	713-857-5774 (M)
TX	Texarkana	Dodson, Michael	Unknown	903-832-1643 (H)
VA	Chantilly	Lusakueno, Michel	Unknown	704-248-6623 (M)
VA	Norfolk	Itnyre, Gary	Unknown	757-428-2918 (H)
VA	North Chesterfield	Roeger, Adam	Unknown	804-598-4016 (H)
WV	Bluefield	Cunningham, Nicholas	Unknown	704-974-6379 (M)

**EXHIBIT "G"**

**STATE SPECIFIC ADDENDA AND AGREEMENT AMENDMENTS**

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES  
REQUIRED BY THE STATE OF CALIFORNIA**

The California Department of Business Oversight requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. BUS. & PROF. CODE Section 31000 *et seq.*, and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 *et seq.* To the extent that the Franchise Disclosure Document for use in the State of California contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. The following is added as the last paragraph to the cover page of the Disclosure Document:

**OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at [www.dbo.ca.gov](http://www.dbo.ca.gov).**

2. In Item 3, “Litigation” shall be amended by the addition of the following paragraphs:

Pursuant to California law, Item 3 does not include any information regarding the arrest of any person(s) that did not result in a conviction or plea of *nolo contendere*.

Neither Chick-fil-A, nor any person identified in Item 2 above, 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, 15 U.S.C. § 78a, *et seq.*) suspending or expelling such person from membership in such association or exchange.

3. **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.**

4. The Item 17 table for the Franchise Agreement, item n, under the subheading “Franchisor’s right of first refusal to acquire franchisee’s business” shall be amended to read as follows:

n. Franchisor’s right of first refusal to acquire franchisee’s business	FA 21.5	We have the right of first refusal to purchase an interest in the Franchise Agreement, the Lease, the Chick-fil-A Restaurant business or in you (if you are a business entity) which is for sale and for which you claim to have received a bona fide offer to purchase. We have 60 days from our receipt of the notice of the offer to exercise our right of first refusal to purchase the interest under the same terms as those contained in the offer.
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5. The Item 17 table for the Lease and any Concession Sublicense Agreement, item n, under the subheading “Franchisor’s right of first refusal to acquire franchisee’s business” shall be amended to read as follows:

n. Franchisor’s right of first refusal to acquire franchisee’s business	Lease 14.5 Concession Sublicense Agr. 9	See item n of the table above for the Franchise Agreement.
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6. Item 17, “Renewal Termination, Transfer and Dispute Resolution,” shall be amended by the addition of the following paragraph(s) at the conclusion of the Item for the table for the Franchise Agreement and the table for the Lease and any Concession Sublicense Agreement:

The following notice is required to be inserted in this Franchise Disclosure Document by the State of California whenever an applicable provision is included in a franchise agreement. Chick-fil-A reserves the right to attempt to enforce all of the provisions listed below in which Chick-fil-A indicates that the “provision may not be enforceable under California law.”

The Franchise Agreement, the Lease and any Concession Sublicense Agreement each provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101, *et seq.*).

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning non-renewal and termination of the Franchise Agreement, the Lease and any Concession Sublicense Agreement. The Federal Bankruptcy Code provides rights to you concerning termination of the Franchise Agreement, the Lease and any Concession Sublicense Agreement. The Federal Bankruptcy Code also provides rights to you concerning termination of the Franchise Agreement, the Lease and any Concession Sublicense Agreement upon certain bankruptcy-related events. To the extent the Franchise Agreement, the Lease or any Concession Sublicense Agreement contains a provision that is inconsistent with the law, the law will control.

If the Franchise Agreement, the Lease or any Concession Sublicense Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Franchise Agreement, the Lease or any Concession Sublicense Agreement, this provision may not be enforceable under California law.

If the Franchise Agreement, the Lease or any Concession Sublicense Agreement requires payment of liquidated damages that are inconsistent with California Civil Code Section 1671, the liquidated damages provision may not be enforceable under California law.

If the Franchise Agreement, the Lease or any Concession Sublicense Agreement requires litigation, arbitration, or mediation to be conducted in a forum other than the State of California, this provision may not be enforceable under California law.

If the Franchise Agreement, the Lease or any Concession Sublicense Agreement requires that it be governed by a state’s law, other than the State of California, this provision may not be enforceable under California law.

7. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional and any other requirements of the California law applicable to the provision are met independent of and without reference to this Addendum. This Addendum shall have no force or effect if such jurisdictional or any other requirements are not met.

**AMENDMENT TO THE CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE  
REQUIRED BY THE STATE OF CALIFORNIA**

In recognition of the requirements of California law, including the California Franchise Investment Law, CAL. BUS. & PROF. CODE Section 31000 *et seq.*, and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 *et seq.*, the parties to the Chick-fil-A, Inc. Franchise Agreement (the “Franchise Agreement”) and its attached Lease (the “Initial Lease”) dated as of \_\_\_\_\_, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement (“Concession Sublicense Agreement”) as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the “Lease”), do hereby agree as follows:

1. Section 24.1(1)(e) of the Franchise Agreement, under the heading entitled “Termination,” and Section 10.1 of the Lease, under the heading entitled “Default,” shall be supplemented by the addition of the following language:

The Franchise Agreement and the Lease each provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101, *et seq.*).

2. Section 2 of the Franchise Agreement, under the heading entitled “Term and Additional Businesses,” Section 24 of the Franchise Agreement, under the heading entitled “Termination,” Section 2 of the Lease entitled “Site, Term and Use,” Section 10 of the Lease entitled “Default, Termination and Remedies,” Section 4 of any Concession Sublicense Agreement entitled “Term; Termination,” and Section 7 of any Concession Sublicense Agreement entitled “Default; Termination and Expiration,” shall be supplemented by the addition of the following language:

California Business and Professions Code Sections 20000 through 20043 provide rights to the Franchise concerning non-renewal and termination of the Franchise Agreement, the Lease(s) and any Concession Sublicense Agreement. The Federal Bankruptcy Code provides rights to the Franchise concerning termination of the Franchise Agreement, the Lease and any Concession Sublicense Agreement. The Federal Bankruptcy Code also provides rights to the Franchise concerning termination of the Franchise Agreement, the Lease and any Concession Sublicense Agreement upon certain bankruptcy-related events. To the extent the Franchise Agreement, the Lease and any Concession Sublicense Agreement contains a provision that is inconsistent with the law, the law will control.

3. Section 19 of the Franchise Agreement, under the heading entitled “Competition,” shall be supplemented by the addition of the following language:

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

4. Section 24.3 of the Franchise Agreement, under the heading entitled “Termination,” and Section 11 of the Lease, under the heading entitled “Holdover,” shall be supplemented by the addition of the following language:

The Franchise Agreement contains a liquidated damages provision. Under California Civil Code Section 1671, certain liquidated damages provisions are unenforceable. The liquidated damages provision contained in the Franchise Agreement may not be enforceable under California law.

5. Section 21 of the Franchise Agreement, under the heading entitled “Transferability of Interest” shall be supplemented by the addition of the following section:

21.5 Notwithstanding anything to the contrary in this Agreement, if the Operator or, as applicable, the Operator-Owner, is determined to have or has a right under applicable law, to transfer or assign any legal, beneficial or equity interest in this Agreement, any attached Lease(s), the Businesses and their operations and/or the Sites or in any approved transferee business entity that has been expressly appointed and named by Chick-fil-A as the franchised Operator under this Agreement, then in the event the Operator or, as applicable, the Operator-Owner, claims to receive or receives a bona fide offer deemed acceptable from a third party to purchase the legal, beneficial or equity interest in this Agreement, any attached Lease(s), the Businesses and their operations and the Sites or in any approved transferee business entity or any portion thereof, Chick-fil-A shall have a right of first refusal to be the purchaser under the same terms and conditions contained in the offer or purchase and sale document. The Operator or, as applicable, the Operator-Owner, shall provide Chick-fil-A with a fully-executed copy of the offer or purchase and sale document (including any exhibits or referenced documents) for the proposed sale, which shall expressly be subject to Chick-fil-A’s right of first refusal, and Chick-fil-A shall have 60 days from receipt to give notice to the Operator or, as applicable, the Operator-Owner, whether Chick-fil-A is exercising its right of first refusal, provided that Chick-fil-A may substitute cash for any form of payment proposed in such offer. Chick-fil-A may purchase the interest itself or assign its right without recourse to a nominee, including its affiliate or a franchisee, who will purchase the interest directly from the Operator or, as applicable, the Operator-Owner. Chick-fil-A or its nominee, if applicable, shall have not less than 30 days after Chick-fil-A’s acceptance of the offer to consummate the transaction. Chick-fil-A’s election not to exercise its right of first refusal as to any offer does not constitute consent to any proposed transfer. If Chick-fil-A does not exercise this right of first refusal, the offer may be accepted by the Operator or, as applicable, the Operator-Owner, subject to the prior written approval of Chick-fil-A, only as provided in the Guidelines, including any then current Operator selection and approval policy and any of Chick-fil-A’s other then-current policies, procedures, programs, and other standards and specifications. Nothing contained in this Section 21.5 shall in any way be deemed to impair Chick-fil-A’s sole and exclusive business judgment in considering, approving or disapproving any request to transfer or assign the interest. If the Operator or, as applicable, the Operator-Owner, does not accept the offer within 90 days of the date of the offer and thereafter close within 30 days after acceptance, or modifies the offer or terms of sale in any way, the offer or purchase and sale document, as modified if applicable, must be resubmitted to Chick-fil-A and Chick-fil-A will again have 60 days to exercise the right of first refusal. Chick-fil-A’s failure to exercise its right of first refusal shall not be deemed a waiver of future rights of first refusal. Any transfer or assignment or attempted transfer or assignment of the interest other than a transfer or assignment to any approved transferee business entity pursuant to the terms, conditions, representations, warranties, covenants and agreements of this Section 21 and Section 26, without first giving Chick-fil-A the right of first refusal described in this Section 21.5 shall be void and of no force or effect.

6. Section 14.5 of the Lease, under the heading entitled “General Provisions,” and Section 9 of any Concession Sublicense Agreement, under the heading “Compliance with Franchise Agreement and the Assignment” shall be supplemented by the addition of the following language:

Notwithstanding anything to the contrary in this Agreement, if the Operator or, as applicable, the Operator-Owner, is determined to have or has a right under applicable law, to transfer or assign any legal, beneficial or equity interest in this agreement or the Operator’s estate or interest in this agreement or in the Site or in the Operator (if Operator is an entity), Chick-fil-A shall have a right

of first refusal to be the purchaser under the same terms and conditions contained in the offer or purchase and sale document pursuant to Section 21.5 of the Franchise Agreement.

7. Section 28.10 of the Franchise Agreement, under the heading entitled "General Provisions," Section 14.10 of the Lease, under the heading entitled "General Provisions," and Section 9 of any Concession Sublicense Agreement, under the heading entitled "Compliance with Franchise Agreement and the Assignment," shall be supplemented by the addition of the following language:

The Franchise Agreement, the Lease and any Concession Sublicense Agreement each requires litigation to be conducted in a forum other than the State of California. This provision may not be enforceable under California law.

8. Section 28.9 of the Franchise Agreement, under the heading entitled "General Provisions," Section 14.8 of the Lease, under the heading entitled "General Provisions," and Section 9 of any Concession Sublicense Agreement, under the heading entitled "Compliance with Franchise Agreement and the Assignment," shall be supplemented by the addition of the following language:

The Franchise Agreement, the Lease and any Concession Sublicense Agreement each requires that it be governed by a state's law, other than the State of California. This provision may not be enforceable under California law.

9. Notwithstanding the contents of this Amendment, Chick-fil-A reserves the right to attempt to enforce all of the provisions set forth in the Franchise Agreement, the Lease and any Concession Sublicense Agreement listed above in which the parties have indicated that the "provision may not be enforceable under California law."

10. The parties acknowledge and agree that each provision of this Amendment to the Franchise Agreement, the Lease and any Concession Sublicense Agreement shall be effective only to the extent that the jurisdictional (and any other then-current requirements) of the California law applicable to the provision are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements (or any other then-current requirements) are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this California Amendment to the Franchise Agreement and Lease on the same date as that on which the Franchise Agreement was executed.

CHICK-FIL-A, INC.

OPERATOR

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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



**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES  
REQUIRED BY THE STATE OF HAWAII**

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E, Sections 482E-1 31000 et seq., the Franchise Disclosure Document for Chick-fil-A, Inc. for use in the State of Hawaii shall be amended as follows:

1. The Risk Factors on the State Cover Page of the Disclosure Document are supplemented by adding the following:

**THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF 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 7 DAYS BEFORE THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS BEFORE 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.**

2. Item 17 is supplemented by adding the following at the end:

No release language in the Franchise Agreement, the Lease or any Concession Sublicense Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Hawaii.

3. Item 20 is supplemented by adding the following at the end:

The following list reflects the status of our franchise registrations in states which have franchise registration and/or disclosure laws:

- A. This proposed registration is on file or will shortly be on file and effective in the following states: Michigan, Minnesota, South Dakota, Washington and Wisconsin.

B. The registration is exempt from the registration requirements of the following states: California, Illinois, Indiana, Maryland, New York, North Dakota, Rhode Island, and Virginia.

C. States which have refused, by order or otherwise, to register these franchises: None

D. States which have revoked or suspended the right to offer the franchises: None.

E. States in which the proposed registration of these franchises has been withdrawn: None

4. Each provision of this Hawaii Addendum to the Disclosure Document will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Franchise Investment Law of Hawaii is met independently without reference to this Hawaii Addendum.

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES  
REQUIRED BY THE STATE OF ILLINOIS**

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, the Franchise Disclosure Document For Prospective Franchisees for Chick-fil-A, Inc. for use in the state of Illinois shall be amended to include the following:

1. Item 17 shall be supplemented by adding the following language at the end:

The conditions under which your Franchise Agreement and Lease (and any Concession Sublicense Agreement) can be terminated and your rights upon non-renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

The Operator's rights upon non-renewal regarding repurchase may be affected by Illinois law, 815 ILCS 705/20. In the event that Chick-fil-A does not renew the Franchise Agreement, Chick-fil-A will compensate the Operator either by repurchase or by other means for the diminution in value of the franchised business caused by the expiration of the Franchise Agreement, if Chick-fil-A is required to do so by Illinois law, 815 ILCS 705/20.

2. The Item 17 provision entitled "Choice of forum" shall be amended for the table for the Franchise Agreement and the table for the Lease and any Concession Sublicense Agreement so that it reflects that litigation must occur in the state of Illinois.

3. The Item 17 provision entitled "Choice of law" shall be supplemented for the table for the Franchise Agreement and the table for the Lease and any Concession Sublicense Agreement by the following language:

This provision may not be enforceable under Illinois law. Illinois law will apply to all claims arising under the Illinois Franchise Disclosure Act of 1987.

4. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE CHICK-FIL-A, INC.  
FRANCHISE AGREEMENT AND LEASE  
REQUIRED BY THE STATE OF ILLINOIS**

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, the parties to the attached Chick-fil-A, Inc. Franchise Agreement (the "Franchise Agreement") and its attached Lease (the "Initial Lease") dated as of \_\_\_\_\_, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement ("Concession Sublicense Agreement") as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the "Lease"), do hereby agree as follows:

1. Sections 2 and 24 of the Franchise Agreement, Sections 2 and 10 of the Lease and Sections 4 and 7 of any Concession Sublicense Agreement shall be supplemented by the following language:

If any of the provisions of this Section concerning termination or non-renewal are inconsistent with Sections 19 or 20 of the Illinois Franchise Disclosure Act of 1987, then said Illinois law shall apply.

2. Section 28.9 of the Franchise Agreement, Section 14.8 of the Lease shall be deleted in their entirety, and the following language shall be added in lieu thereof; the following shall also be added to the end of Section 9 of any Concession Sublicense Agreement:

This Agreement is made pursuant to and shall be interpreted under the laws and decisions of the State of Georgia as they now exist and hereafter may be amended or changed from time to time. Notwithstanding the above, the choice of law in this Section 28.9 of the Franchise Agreement, Section 14.8 of the Lease or Section 9 of any Concession Sublicense Agreement, as applicable, shall be void with respect to any cause of action arising under the Illinois Franchise Disclosure Act of 1987.

3. Section 28.10 of the Franchise Agreement and Section 14.10 of the Lease shall be deleted in their entirety, and the following language shall be added in lieu thereof; the following shall also be added to the end of Section 9 of any Concession Sublicense Agreement:

The parties hereto agree that if a controversy or claim between them arises out of or relates to this Agreement or the relationship between the Operator and Chick-fil-A and results in litigation, the state and federal courts located in the state of Illinois shall have jurisdiction to hear and decide such matters, and each party hereby submits to the jurisdiction of such courts. The parties further acknowledge and agree that such courts are convenient forums for the litigation of any controversy or claim which may arise out of or relating to this Agreement and that those courts shall have exclusive jurisdiction for such litigation arising under the Illinois Franchise Disclosure Act of 1987.

4. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Illinois Amendment to the Franchise Agreement and Lease in duplicate on the date first above written.

CHICK-FIL-A, INC.

OPERATOR

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

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

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES  
REQUIRED BY THE STATE OF INDIANA**

In recognition of the requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-7, the Franchise Disclosure Document of Chick-fil-A, Inc. for use in the State of Indiana shall be amended as follows:

1. Item 3, "Litigation," shall be supplemented by the addition of the following language:

Neither Chick-fil-A nor any person identified in Item 2 above has any administrative, criminal or material civil action pending against them alleging a violation of a franchise antitrust or securities law, unfair or deceptive practices, or comparable allegations.

Neither Chick-fil-A, nor any person identified in Item 2 above, is subject to any 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.

2. Item 12, "Territory," shall be supplemented by the addition of the following language:

Chick-fil-A will not compete unfairly with the Operator within a reasonable area of your Chick-fil-A Restaurant.

3. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, items b and c, under the subheadings entitled "Renewal or extension of term" and "Requirements for franchisee to renew or extend," shall be supplemented by the addition of the following language:

Indiana State Code 23-2-2.7-1(5) deems it unlawful for the Operator to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve Chick-fil-A from liability imposed by Indiana State Code 23-2-2.7.

4. The Item 17 table for the Franchise Agreement, item r, under the subheading entitled "Non-Competition covenants after the franchise is terminated or expires," shall be supplemented by the addition of the following language:

The post-termination covenant not to compete complies with Indiana State Code 23-2-2.7-1(9) which prohibits Chick-fil-A from prohibiting the Operator from competing for a period longer than 3 years or in an area greater than the exclusive area, if any, contained in the Franchise Agreement.

5. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item v, under the subheading entitled “Choice of forum,” shall be amended by the addition of the following language:

The requirement under the Franchise Agreement, the Lease and any Concession Sublicense Agreement that litigation be conducted in a forum other than the State of Indiana may be unenforceable as a limitation on litigation under the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1(10).

6. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item w, under the subheading entitled “Choice of law” shall be amended by the addition of the following language:

The Indiana Deceptive Franchise Practices Act requires that Indiana law govern any cause of action which arises under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Act.

7. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-7, are met independently without reference to this Addendum to the Franchise Disclosure Document.

**AMENDMENT TO THE CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE  
REQUIRED BY THE STATE OF INDIANA**

In recognition of the requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-7, the parties to the Chick-fil-A, Inc. Franchise Agreement (the “Franchise Agreement”) and its attached Lease (the “Initial Lease”) dated as of \_\_\_\_\_, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement (“Concession Sublicense Agreement”) as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the “Lease”), do hereby agree as follows:

1. Section 2.2 of the Franchise Agreement, under the heading entitled “Term and Additional Businesses,” Section 2.3 of the Lease, under the heading “Term,” and Section 4(a) of any Concession Sublicense Agreement, under the heading “Term; Termination,” shall be supplemented by the addition of the following language:

Chick-fil-A will not refuse to renew the Franchise Agreement, the Lease or any Concession Sublicense Agreement without good cause.

2. Section 4.3 of the Franchise Agreement, under the heading entitled “Business Operation,” shall be supplemented by the addition of the following language:

Chick-fil-A will not compete unfairly with the Operator within a reasonable area of the Operator’s franchised Chick-fil-A Restaurant businesses.

3. Section 22.1 of the Franchise Agreement, under the heading “Remedies,” Section 10.5 of the Lease, under the heading “Irreparable Harm,” and Section 9 of any Concession Sublicense Agreement, under the heading “Compliance with Franchise Agreement and the Assignment,” are supplemented by adding the following sentence at the end:

Any reservation of rights by Chick-fil-A to injunctive relief and specific damages or limitations on the remedies available to either party without benefit of appropriate process is prohibited under IC 23-2-2.7-1(10). The Operator cannot be required to recognize the adequacy or inadequacy of any remedy. The waiver or release of any rights by the Operator with regard to this Agreement is prohibited to the extent required under IC 23-2-2.7-1(5).

4. Section 27 of the Franchise Agreement, under the heading “Indemnification”, Section 12.1 of the Lease, under the heading “Indemnification,” and Section 10 of any Concession Sublicense Agreement, under the heading “Indemnification and Waiver,” are supplemented by adding the following sentence at the end:

In no event will this indemnification apply to liability caused by your proper reliance on or use of procedures or materials provided by Chick-fil-A or because of Chick-fil-A’s negligence.

5. Section 28.9 of the Franchise Agreement, under the heading entitled “General Provisions,” and Section 14.8 of the Lease, under the heading entitled “General Provisions,” and Section 9 of any Concession Sublicense Agreement, under the heading entitled “Compliance with Franchise Agreement and the Assignment,” shall be supplemented by the addition of the following language:

If the Franchise Agreement, the Lease or any Concession Sublicense Agreement requires that it be governed by a state's laws other than the State of Indiana, to the extent that such laws conflict with the Indiana Deceptive Franchises Practices Act and the Indiana Franchises Act, the Acts will control.

6. Section 28.10 of the Franchise Agreement, under the heading entitled "General Provisions," Section 14.10 of the Lease, under the heading entitled "General Provisions," and Section 9 of any Concession Sublicense Agreement, under the heading entitled "Compliance with Franchise Agreement and the Assignment," shall be supplemented by the addition of the following language:

If the Franchise Agreement or the Lease or any Concession Sublicense Agreement requires litigation to be conducted in a forum other than the State of Indiana, the requirement may be unenforceable as a limitation on litigation under the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1(10).

7. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law and the Indiana, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practice Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-7, are met independently without reference to this Amendment.

**YOU ACKNOWLEDGE YOU HAVE READ THIS AMENDMENT AND UNDERSTAND ITS TERMS. YOU FURTHER ACKNOWLEDGE YOU WOULD NOT SIGN THIS AMENDMENT IF YOU DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.**

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Indiana Amendment to the Franchise Agreement and Lease on the same date as that on which the Franchise Agreement was executed.

CHICK-FIL-A, INC.

OPERATOR

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

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



**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES  
REQUIRED BY THE STATE OF MARYLAND**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann. Bus. Reg. Sections 4-201 – 14-233 (1994), the Franchise Disclosure Document For Prospective Franchisees for Chick-fil-A, Inc. for use in the state of Maryland shall be amended to include the following:

1. The sentences in the Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item v, under the subheading entitled “Choice of forum” shall be supplemented by the addition of the following language:

If the Franchise Agreement or the Lease or any Concession Sublicense Agreement requires litigation to be conducted in a forum other than the State of Maryland, the requirement shall not be interpreted to limit any rights you may have under Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law to bring suit in the State of Maryland.

2. The sentences in the Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item w, under the subheading entitled “Choice of law” shall be supplemented by the addition of the following language: Choice of law

If the Franchise Agreement or the Lease or any Concession Sublicense Agreement requires the application of Georgia law, the requirement shall not be interpreted to limit any rights Operator may have to bring a lawsuit for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of and without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE CHICK-FIL-A, INC.  
FRANCHISE AGREEMENT AND LEASE  
REQUIRED BY THE STATE OF MARYLAND**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Chick-fil-A, Inc. Franchise Agreement (the "Franchise Agreement") and its attached Lease (the "Initial Lease") dated as of \_\_\_\_\_, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement ("Concession Sublicense Agreement") as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the "Lease"), do hereby agree as follows:

1. Section 28.9 of the Franchise Agreement, Section 14.8 of the Lease and Section 9 of any Concession Sublicense Agreement shall be supplemented by the following language:

If the Franchise Agreement or the Lease or any Concession Sublicense Agreement requires the application of Georgia law, the requirement shall not be interpreted to limit any rights the Operator may have to bring a lawsuit for claims arising under the Maryland Franchise Registration and Disclosure Law.

2. Section 28.10 of the Franchise Agreement, Section 14.10 of the Lease and Section 9 of any Concession Sublicense Agreement shall be supplemented by the following language:

If the Franchise Agreement or the Lease or any Concession Sublicense Agreement requires litigation to be conducted in a forum other than the State of Maryland, the requirement shall not be interpreted to limit any rights the Operator may have under Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law to bring suit in the State of Maryland.

3. Section 28.6 of the Franchise Agreement, Section 14.6 of the Lease and Section 12(b) of any Concession Sublicense Agreement shall be supplemented by the following language:

Nothing in the Franchise Agreement, the Lease, any Concession Sublicense Agreement, or in any related agreement is intended to disclaim or require you to waive reliance on any representation made in the FDD received by the Operator.

4. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Maryland Amendment to the Franchise Agreement and Lease in duplicate on the date first above written.

CHICK-FIL-A, INC.

OPERATOR

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES  
REQUIRED BY THE STATE OF MINNESOTA**

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930 (collectively, the “Minnesota Franchise Act”), the Franchise Disclosure Document For Prospective Franchisees of Chick-fil-A, Inc. for use in the state of Minnesota shall be amended to include the following:

1. The fifth paragraph under Item 13 shall be deleted in its entirety, and the following language shall be added in lieu thereof:

CFA Properties and Chick-fil-A have the sole and exclusive right to protect any or all of the trademarks listed above at their own expense. You must notify Chick-fil-A immediately when you learn about possible infringement of CFA Properties’ trademarks. The Franchise Agreement does not require CFA Properties or Chick-fil-A to take affirmative action when notified of these possible infringements. You must cooperate with CFA Properties and us in defending CFA Properties’ trademarks. We will defend you against third-party claims, suits or demands arising out of your use of the trademarks. If we, in our sole business judgment, determine that you used the trademarks in accordance with the Franchise Agreement, then we will bear the cost of your defense, including the cost of any judgment or settlement. If we, in our sole business judgment, determine that you have not used the trademarks in accordance with the Franchise Agreement, then you must bear the cost of your defense, including the cost of any judgment or settlement. Upon any termination of your Franchise Agreement, you must immediately cease all use of the trademarks.

2. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement shall be amended by the addition of the following language at the conclusion of the provisions in item b entitled “Renewal or extension of the term,” item e entitled “Termination by franchisor without cause,” and item f entitled “Termination by franchisor with cause”:

The Minnesota Franchise Act provides franchisees with certain termination and non-renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 3, 4, and 5) currently 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 of nonrenewal. If the Franchise Agreement, the Lease, any Concession Sublicense Agreement and/or Franchise Disclosure Document contain(s) a provision that is inconsistent with the Minnesota Franchise Act, the provisions of the Franchise Agreement, the Lease and/or any Concession Sublicense Agreement will be superseded by the Minnesota Franchise Act’s requirements and shall have no force or effect.

3. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement shall be amended by the addition of the following language at the conclusion of the provision in item w entitled “Choice of law”:

If the Franchise Agreement, the Lease, any Concession Sublicense Agreement and/or Franchise Disclosure Document require(s) that it be governed by a state’s law, other than the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights

of the Operator as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

4. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement shall be amended by the addition of the following language at the conclusion of the provision in item v entitled “Choice of forum”:

If the Franchise Agreement, the Lease, any Concession Sublicense Agreement and/or Franchise Disclosure Document requires the Operator to sue Chick-fil-A outside of the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Operator as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

5. Item 17 shall be amended by the addition of the following language at the end of the item:

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

6. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22 and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, with respect to each such provision, are met independent of and without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE  
CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE  
REQUIRED BY THE STATE OF MINNESOTA**

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules. §§ 2860.0100 through 2860.9930 (collectively, the “Minnesota Franchise Act”), the parties to the attached Chick-fil-A, Inc. Franchise Agreement (the “Franchise Agreement”) and its attached Lease (the “Initial Lease”) dated as of \_\_\_\_\_, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement (“Concession Sublicense Agreement”) as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the “Lease”), do hereby agree as follows:

1. Sections 2 and 24 of the Franchise Agreement, under the headings entitled “Term and Additional Businesses” and “Termination,” Sections 2 and 10 of the Lease entitled “Site, Term and Use,” and “Default, Termination and Remedies,” and Sections 4 and 7 of any Concession Sublicense Agreement entitled “Term; Termination,” and “Default; Termination and Expiration,” shall be supplemented by the addition of the following language:

The Minnesota Franchise Act provides franchisees with certain termination and non-renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 3, 4, and 5) currently 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 of nonrenewal of the Franchise Agreement. If the Franchise Agreement, the Lease or any Concession Sublicense Agreement contain(s) a provision that is inconsistent with the Minnesota Franchise Act, the provisions of the Franchise Agreement, the Lease and/or any Concession Sublicense Agreement will be superseded by the Minnesota Franchise Act’s requirements and shall have no force or effect.

2. Section 20.3 of the Franchise Agreement, under the heading entitled “Use of the Marks,” shall be deleted in its entirety, and the following language shall be added in lieu thereof:

20.3. CFA Properties and Chick-fil-A shall have the sole and exclusive right, in their sole business judgment, to protect and defend the Marks at their own expense. The Operator agrees to cooperate with CFA Properties and Chick-fil-A in the defense and protection of the Marks and shall promptly and fully advise Chick-fil-A of all knowledge the Operator has concerning any use of a trade name, trademark or other mark that may infringe upon any of the Marks. Chick-fil-A agrees to defend the Operator against any third-party claim, suit, or demand arising out of the Operator’s use of the Marks. If Chick-fil-A, in its sole business judgment, determines that the Operator has used the Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by Chick-fil-A. If Chick-fil-A, in its sole business judgment, determines that the Operator has not used the Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by the Operator.

3. Section 28.9 of the Franchise Agreement, under the heading entitled “General Provisions,” Section 14.8 of the Lease, under the heading entitled “General Provisions,” and Section 9 of any Concession Sublicense Agreement, under the heading entitled “Compliance with Franchise Agreement and the Assignment,” shall be supplemented by the addition of the following language:

If the Franchise Agreement or the Lease or any Concession Sublicense Agreement requires that it be governed by a state’s law, other than the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Operator as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota. If the Franchise Agreement or the Lease or any Concession Sublicense Agreement requires the Operator to sue Chick-fil-A outside of the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Operator as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

4. Section 28.10 of the Franchise Agreement, under the heading entitled “General Provisions,” Section 14.10 of the Lease, under the heading entitled “General Provisions,” and Section 9 of any Concession Sublicense Agreement, under the heading entitled “Compliance with Franchise Agreement and the Assignment,” shall be supplemented by the addition of the following language:

If the Franchise Agreement or the Lease or any Concession Sublicense Agreement requires the Operator to sue Chick-fil-A outside of the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Operator as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

5. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, with respect to each such provision, are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Minnesota Amendment to the Franchise Agreement and Lease in duplicate on the date first above written.

CHICK-FIL-A, INC.

OPERATOR

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES  
REQUIRED BY THE STATE OF NEW YORK**

In recognition of the requirements of the 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 the Franchise Disclosure Document for Chick-fil-A, Inc. for use in the State of New York shall be amended as follows:

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

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION.**

**REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23<sup>RD</sup> FLOOR, NEW YORK, NEW YORK 10271.**

**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, "Litigation," shall be amended by adding the following at the end:

Except as provided above, with regard to the franchisor, its predecessor, a parent or an affiliate who induces franchise sales by promising to back the franchisor financially or otherwise guarantees the franchisor's performance, 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, "Bankruptcy," shall be amended by adding the following at the end:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the ten-year period immediately preceding the date of this Franchise Disclosure Document: (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 U.S. 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 for its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

4. Item 13, "Trademarks," shall be amended by the addition of the following language at the end of the second paragraph following the table of CFA Properties' trademarks, following the sentence:

Furthermore, we do not actually know of either superior prior rights or infringing uses that could materially affect your use of the above-identified marks in this or any other state.

5. Item 5, "Initial Franchise Fee," shall be amended by the addition of the following language at the end:

The initial franchise fee may, in part, be profit to us, and constitutes part of our general operating funds and will be used as such in our business judgment.

6. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement item d under the heading entitled "Termination by franchisee," shall be supplemented by the addition of the following language at the end in the summary

You may terminate the Franchise Agreement and the Lease upon any grounds available by law.

7. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item j under the heading entitled "Assignment of contract by franchisor," shall be supplemented by the addition of the following language at the end in the summary:



However, no assignment shall be made except to an assignee who, in the good faith judgment of Chick-fil-A, is willing and able to assume Chick-fil-A's obligations under the Franchise Agreement and the Lease.

8. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item c under the heading entitled "Conditions for franchisor approval of transfer," and item m under the heading entitled "Conditions for franchisor approval of transfer" shall be supplemented by the addition of the following language at the end in the summary:

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.

9. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item q under the heading entitled "Non-competition covenants during the term of the franchise" shall be supplemented by the addition of the following paragraph at the end in the summary:"

You acknowledge that any violation of the terms of the covenants not to compete would result in irreparable injury to Chick-fil-A for which no adequate remedy of law may be available, and you accordingly agree that Chick-fil-A may seek an injunction prohibiting any conduct by you in violation of the terms of the covenant not to compete.

10. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item v under the heading entitled "Choice of forum" and item w under the heading entitled "Choice of law" shall be supplemented by the addition of the following language at the end in the summary:

The above choice of law should not be considered a waiver of any right conferred upon Chick-fil-A or upon you by Article 33 of the General Business Law of the State of New York, Article 33.

11. Each provision of this Addendum to the Franchise Disclosure Document 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 this Addendum to the Franchise Disclosure Document.

**AMENDMENT TO THE  
CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE  
REQUIRED BY THE STATE OF NEW YORK**

In recognition of the requirements of the New York General Business Law, Article 33, the parties to the attached Chick-fil-A, Inc. Franchise Agreement (the "Franchise Agreement") and its attached Lease (the "Initial Lease") dated as of \_\_\_\_\_, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement ("Concession Sublicense Agreement") as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the "Lease"), do agree as follows:

1. Section 11 of the Franchise Agreement, under the heading "Standards of Cleanliness, Sanitation and Business Conduct," shall be supplemented by the addition of the following language at the end of the Section, which shall be considered an integral part of the Franchise Agreement:

Revisions to the manuals shall not unreasonably affect the Operator's obligations, including economic requirements, under this Agreement.

2. Section 21.4 of the Franchise Agreement, under the heading "Transferability of Interest," shall be supplemented by the following language, which shall be considered an integral part of the Franchise Agreement:

However, no assignment shall be made except to an assignee who, in the good faith judgment of Chick-fil-A, is willing and able to assume Chick-fil-A's obligations under this Agreement.

3. Section 28.9 of the Franchise Agreement, under the heading "General Provisions," and Section 14.8 of the Lease, under the heading "General Provisions," and Section 9 of any Concession Sublicense Agreement, under the heading entitled "Compliance with Franchise Agreement and the Assignment," shall be supplemented as follows:

This Agreement/Lease shall be interpreted and construed under the laws relating to the construction and interpretation of contracts of the State of Georgia, without regard to any conflict of law statute or doctrine applicable in the State of Georgia, except that the above choice of law should not be considered a waiver of any right conferred upon the Operator by the General Business Law of New York State, Sections 680-695.

4. Section 27 of the Franchise Agreement, under the heading "Indemnification," and Section 12.1 of the Lease, under the heading "Indemnification Waiver," and Section 10 of any Concession Sublicense Agreement, under the heading "Indemnification and Waiver," shall be supplemented as follows:

Notwithstanding the above, you shall indemnify Chick-fil-A and hold Chick-fil-A harmless from liabilities resulting from your breaches and civil wrongs only.

5. Section 28 of the Franchise Agreement, under the heading “General Provisions,” Section 14 of the Lease, under the heading “General Provisions,” and Section 9 of any Concession Sublicense Agreement, under the heading “Compliance with Franchise Agreement and the Assignment,” shall be supplemented by adding the following as subsection 28.19,d 14.17 and 9(a), respectively:

To the extent that the Franchise Agreement or the Lease or any Concession Sublicense Agreement requires the Operator to sign a release or to acknowledge facts that would negate or remove from judicial or administrative review any statement, misrepresentation or action that would violate New York law, including New York General Business Law, Article 33, Sections 680 – 695, or a rule or order under the law, the release or acknowledgment of fact will be void with respect to claims arising under New York law. All rights the Operator enjoys and any causes of action arising in the Operator’s favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued under the law remain in force, it being the intent that the non-waiver provisions of Sections 687.4 and 687.5 of the New York General Business Law be satisfied.

6. Each provision of this Amendment to the Franchise Agreement and Lease and any Concession Sublicense Agreement 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 this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this New York Amendment to the Franchise Agreement and Lease on the same date as that on which the Franchise Agreement was executed.

CHICK-FIL-A, INC.

OPERATOR

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES  
REQUIRED BY THE STATE OF NORTH DAKOTA**

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the Franchise Disclosure Document for Prospective Franchisees of Chick-fil-A, Inc. for use in the State of North Dakota shall be amended to include the following:

1. The Item 17 table item r, the provision entitled “Non-competition covenants after the franchise is terminated or expires” for the Franchise Agreement shall be supplemented with the following language:

The North Dakota Franchise Investment Law has a statute which limits Chick-fil-A’s ability to restrict your activity after the Franchise Agreement has ended. N.D. Cent. Code § 9-08-06.

2. The Item 17 table item v, the provision entitled “Choice of forum” for the Franchise Agreement and the Lease and any Concession Sublicense Agreement shall be amended so that it reflects that there is no such provision contained in the Franchise Agreement, the Lease or any Concession Sublicense Agreement for use in North Dakota.

3. The Item 17 table item w, the provision entitled “Choice of law” for the Franchise Agreement and the Lease and any Concession Sublicense Agreement shall be supplemented by the following language:

This provision may not be enforceable under North Dakota law. North Dakota law will apply to all claims arising under the North Dakota Franchise Investment Law.

4. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and any rules and regulations promulgated thereunder, are met independently without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE  
CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE  
REQUIRED BY THE STATE OF NORTH DAKOTA**

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the parties to the attached Chick-fil-A, Inc. Franchise Agreement (the "Franchise Agreement") and its attached Lease (the "Initial Lease") dated as of \_\_\_\_\_, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement ("Concession Sublicense Agreement") as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the "Lease"), do hereby agree as follows:

1. Section 28 of the Franchise Agreement, under the heading "General Conditions," Section 14 of the Lease, under the heading "General Provisions," and Section 9 of any Concession Sublicense Agreement, under the heading entitled "Compliance with Franchise Agreement and the Assignment," shall be supplemented with the following language:

Any provision that provides that the parties waive their right to claim punitive, exemplary, incidental, indirect, special or consequential damages, or any provision that provides that parties waive their right to a jury trial are generally unenforceable under North Dakota law.

2. Section 28.9 of the Franchise Agreement, under the heading "General Conditions," and Section 14.8 of the Lease, under the heading "General Provisions," shall be deleted in their entirety, and the following language shall be added in lieu thereof; the following shall also be added to the end of Section 9 of any Concession Sublicense Agreement, under the heading "Compliance with Franchise Agreement and the Assignment":

This agreement is made pursuant to and shall be interpreted under the laws and decisions of the State of Georgia as they now exist and hereafter may be amended or changed from time to time. Notwithstanding the above, this choice of law provision of this Section shall be void with respect to any cause of action arising under the North Dakota Franchise Investment Law.

3. Section 28.10 of the Franchise Agreement, under the heading "General Conditions," and Section 14.10 of the Lease, under the heading "General Provisions," shall be deleted in their entirety, and shall have no force or effect. Section 9 of any Concession Sublicense Agreement, under the heading entitled "Compliance with Franchise Agreement and the Assignment," shall be amended by deleting the following phrases: "**and a Georgia forum**" "and subsection 28.10" in the second sentence.

4. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and any rules and regulations promulgated thereunder, are met independently without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this North Dakota Amendment to the Franchise Agreement and Lease in duplicate on the date first above written.

CHICK-FIL-A, INC.

OPERATOR

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES  
REQUIRED BY THE STATE OF RHODE ISLAND**

In recognition of the requirements of the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 Sections 19-28.1-1 – 19-28.1-34, the Franchise Disclosure Document for Prospective Franchisees for Chick-fil-A, Inc. for use in the state of Rhode Island shall be amended to include the following:

1. The sentence in the Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item v under the subheading entitled “Choice of forum,” shall be supplemented by the addition of the following language:

§ 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.”

2. The sentence in the Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item w under the subheading entitled “Choice of law,” shall be supplemented by the addition of the following language:

§ 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. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Rhode Island Franchise Investment Act, with respect to each such provision, are met independent of and without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE CHICK-FIL-A, INC.  
FRANCHISE AGREEMENT AND LEASE  
REQUIRED BY THE STATE OF RHODE ISLAND**

In recognition of the requirements of the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 Sections 19-28.1-1 – 19-28.1-34, the parties to the attached Chick-fil-A, Inc. Franchise Agreement (the “Franchise Agreement”) and its attached Lease (the “Initial Lease”) dated as of \_\_\_\_\_, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement (“Concession Sublicense Agreement”) as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the “Lease”), do hereby agree as follows:

1. Section 28.9 of the Franchise Agreement, Section 14.8 of the Lease and Section 9 of any Concession Sublicense Agreement shall be supplemented by the following language:

If the Franchise Agreement or Lease or any Concession Sublicense Agreement requires that it be governed by a state’s law, other than the State of Rhode Island, to the extent that such law conflicts with the Rhode Island Franchise Investment Act, it is void under Section 19-28.1-14 with respect to any claims arising under Section 19-28.1-14 of the Rhode Island Franchise Investment Act.

2. Section 28.10 of the Franchise Agreement, Section 14.10 of the Lease and Section 9 of any Concession Sublicense Agreement shall be supplemented by the following language:

If the Franchise Agreement or Lease or any Concession Sublicense Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, the requirement is void under the Rhode Island Franchise Investment Act, Section 19-28.1-14 with respect to any claims arising under Section 19-28.1-14 of the Rhode Island Franchise Investment Act.

3. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Rhode Island Franchise Investment Act, with respect to each such provision, are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Rhode Island Amendment to the Franchise Agreement and Lease in duplicate as of the date first above written.

CHICK-FIL-A, INC.

OPERATOR

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES  
REQUIRED BY THE STATE OF SOUTH DAKOTA**

In recognition of the requirements of the South Dakota Franchise Investment Law, Title 37, Chapter 37-5B, Sections 37-5B-53, the Franchise Disclosure Document of Chick-fil-A, Inc. for use in the State of South Dakota shall be amended as follows:

1. The “Summary” section in Item 17(q), entitled “Non-competition covenants during term of the franchise” and Item 17(r) entitled “Non-competition covenants after the franchise is terminated or expires”, for the Franchise Agreement, are amended by the addition of the following language:

Covenants not to compete upon termination or expiration of a franchise are generally unenforceable in South Dakota, except in certain instances as provided by law.

2. Chick-fil-A reserves the right to attempt to enforce all of the provisions set forth in the Franchise Agreement listed above that may not be enforceable under South Dakota law.

3. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the South Dakota Franchise Investment Law are met independently without reference to this Addendum to the Franchise Disclosure Document.



**AMENDMENT TO THE  
CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE  
REQUIRED BY THE STATE OF SOUTH DAKOTA**

In recognition of the requirements of the South Dakota Franchise Investment Law, Title 37, Chapter 37-5B, Sections 37-5B-53, the parties to the Chick-fil-A, Inc. Franchise Agreement (the "Franchise Agreement") and its attached Lease (the "Initial Lease") dated as of \_\_\_\_\_, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement ("Concession Sublicense Agreement") as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the "Lease"), do hereby agree as follows:

1. Section 19.2 of the Franchise Agreement, under the heading entitled "Competition," shall be supplemented by the addition of the following language:

The Franchise Agreement contains a covenant not to compete that extends beyond the expiration or termination of the Franchise Agreement. This provision may not be enforceable under South Dakota law.

2. Chick-fil-A reserves the right to attempt to enforce Section 19.2 of the Franchise Agreement listed above even though it may not be enforceable under South Dakota law.

3. Each provision of this Amendment shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the South Dakota Franchise Investment Law are met independently without reference to this Amendment.

**YOU ACKNOWLEDGE YOU HAVE READ THIS AMENDMENT AND UNDERSTAND ITS TERMS. YOU FURTHER ACKNOWLEDGE YOU WOULD NOT SIGN THIS AMENDMENT IF YOU DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.**

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this South Dakota Amendment to the Franchise Agreement and Lease on the same date as that on which the Franchise Agreement was executed.

CHICK-FIL-A, INC.

OPERATOR

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES  
REQUIRED BY THE STATE OF VIRGINIA**

In recognition of the requirements of the Virginia Retail Franchising Act, §§13.1-557 et seq. of the Code of Virginia, and Rule 21VAC5-110-10 et seq., the Franchise Disclosure Document For Prospective Franchisees of Chick-fil-A, Inc. for use in the state of Virginia shall be amended to include the following:

1. Item 17 of the Franchise Disclosure Document is supplemented by adding the following at the end:

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

2. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Virginia Retail Franchising Act, §§13.1-557 et seq. of the Code of Virginia, are met independently without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES  
REQUIRED BY THE STATE OF WASHINGTON**

In recognition of the requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940, the Franchise Disclosure Document for Prospective Franchisees of Chick-fil-A, Inc. for use in the state of Washington shall be amended to include the following:

1. Item 17 shall be supplemented with the following language:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

2. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940, are met independently without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE  
CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE  
REQUIRED BY THE STATE OF WASHINGTON**

In recognition of the requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940, the parties to the attached Chick-fil-A, Inc. Franchise Agreement (the “Franchise Agreement”) and its attached Lease (the “Initial Lease”) dated as of \_\_\_\_\_, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement (“Concession Sublicense Agreement”) as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the “Lease”), do hereby agree as follows:

1. Section 2.2 of the Franchise Agreement, under the heading “Term and Additional Businesses”, Section 24.8 of the Franchise Agreement, under the heading entitled “Termination,” Section 2.3 of the Lease, under the heading “Term,” Section 10.2 of the Lease, under the heading “Default, Termination and Remedies,” Section 4 of the Concession Sublicense Agreement under the heading “Term; Termination,” and Section 7 of any Concession Sublicense Agreement under the heading “Default; Termination and Expiration,” shall be amended by adding the following language at the end of the Section:

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.

2. Sections 28.9 and 28.10 of the Franchise Agreement, under the heading entitled “General Provisions,” Sections 14.8 and 14.10 of the Lease, under the heading “General Provisions,” and Section 9 of any Concession Sublicense Agreement, under the heading “Compliance with Franchise Agreement and the Assignment,” shall be amended by adding the following language at the end of each Section:

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.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

A release or waiver of rights executed by a franchisee 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.

3. Section 21.2 of the Franchise Agreement, under the heading entitled “Transferability of Interest,” Section 14.5 of the Lease, under the heading “General Provisions,” and Section 9 of any Concession Sublicense Agreement, under the heading “Compliance with Franchise Agreement and the Assignment,” shall be amended by adding the following language at the end of each Section:

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

4. Sections 20.1, 20.2 and 20.3 of the Franchise Agreement, under the heading entitled "Competition," shall be amended by adding the following language at the end of each Section:

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

5. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940, are met independently without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Washington Amendment to the Franchise Agreement and Lease in duplicate on the date first above written.

CHICK-FIL-A, INC.

OPERATOR

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES  
REQUIRED BY THE STATE OF WISCONSIN**

In recognition of the requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, the Franchise Disclosure Document for Chick-fil-A, Inc. for use in the State of Wisconsin shall be amended as follows:

1. Item 17, item b, under the subheading entitled “Renewal or extension of term,” for the Franchise Agreement and the Lease and any Concession Sublicense Agreement, shall be replaced in its entirety by the following language:

Automatically extended for one year periods unless written notice is given at least ninety (90) days prior to the end of the existing term by either party. Chick-fil-A will not refuse to renew the Franchise Agreement without good cause.

2. Item 17, item c, under the subheading entitled “Requirements for franchisee to renew or extend,” for the Franchise Agreement and the Lease and any Concession Sublicense Agreement, shall be replaced in its entirety by the following language:

Automatic renewal unless you or Chick-fil-A give written notice of nonrenewal at least ninety (90) days prior to the end of the existing term. Chick-fil-A will not refuse to renew the Franchise Agreement and the Lease or any Concession Sublicense Agreement without good cause.

3. Item 17, item e, under the subheading entitled “Termination by franchisor without cause,” for the Franchise Agreement and the Lease and any Concession Sublicense Agreement, shall be replaced in its entirety by the following language:

Chick-fil-A can terminate you upon 90 days prior written notice to you. Chick-fil-A can also terminate you immediately upon notice to you and payment of the greater of \$1,000 or an amount determined by a formula, or within the first 90 days of the term without notice or any payment, upon termination of the lease or any concession agreement for the site or upon your death. We will not terminate you without good cause.

4. Item 17, item i, under the subheading entitled “Franchisee’s obligations on termination/nonrenewal,” for the Franchise Agreement and the Lease and any Concession Sublicense Agreement, shall be supplemented with the addition of the following language at the conclusion of the item:

Upon termination of the Franchise Agreement by Chick-fil-A, at your option, Chick-fil-A must repurchase, at fair wholesale market value, all inventory bearing Chick-fil-A’s trademarks sold by Chick-fil-A to you for resale under the Franchise Agreement.

5. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, with respect to each such provision, are met independent of and without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE  
CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE  
REQUIRED BY THE STATE OF WISCONSIN**

In recognition of the requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, the parties to the Chick-fil-A, Inc. Franchise Agreement (the "Franchise Agreement") and its attached Lease (the "Initial Lease") dated as of \_\_\_\_\_, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement ("Concession Sublicense Agreement") as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the "Lease"), do hereby agree as follows:

1. Sections 2 and 24 of the Franchise Agreement under the headings entitled "Term and Additional Businesses" and "Termination," and Sections 2 and 10 of the Lease entitled "Site, Term and Use," and "Default, Termination and Remedies," and Sections 4 and 7 of any Concession Sublicense Agreement entitled "Term; Termination," and "Default; Termination and Expiration," shall be supplemented by the addition of following language:

Chick-fil-A will not refuse to renew the Franchise Agreement without good cause.

2. The thirty (30) days' written notice provisions in Section 2.2 of the Franchise Agreement, Section 2.3 of the Lease and Section 4(a) of any Concession Sublicense Agreement and the forty-five (45) days' written notice provision in Section 2.3 of the Lease and Section 4(a) of the Concession and Sublicense Agreement shall be changed to require ninety (90) days' written notice instead.

3. Section 24.2 of the Franchise Agreement shall be replaced in its entirety by the following language:

Either Chick-fil-A or the Operator may terminate the Franchise Agreement as to one or more of the Businesses upon ninety (90) days' prior written notice to the other. Chick-fil-A will not terminate the Franchise Agreement without good cause.

4. Section 24 of the Franchise Agreement shall be supplemented by the addition of the following language at the conclusion of the Section:

24.9. Upon termination of the Franchise Agreement by Chick-fil-A, at the Operator's option, Chick-fil-A must repurchase, at fair wholesale market value, all inventory bearing Chick-fil-A's trademark sold by Chick-fil-A to the Franchise for resale under the Franchise Agreement.

5. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, with respect to each such provision, are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Wisconsin Amendment to the Franchise Agreement and Lease on the same date as that on which the Franchise Agreement was executed.

CHICK-FIL-A, INC.

OPERATOR

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

## EXHIBIT "H"

### 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:

<b>State</b>	<b>Effective Date</b>
California	April 3, 2020
Hawaii	Pending
Illinois	April 3, 2020
Indiana	April 3, 2020
Maryland	Pending
Michigan	April 3, 2020
Minnesota	Pending
New York	April 3, 2020
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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



**EXHIBIT "I"**

**RECEIPTS**

**RECEIPT**

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Chick-fil-A offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make payment to, Chick-fil-A in connection with the proposed franchise sale.

New York requires that Chick-fil-A give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the Franchise Agreement or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that Chick-fil-A give you this Disclosure Document at least 10 business days before the execution of the Franchise Agreement or any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Chick-fil-A does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency.

The franchisor is: Chick-fil-A, Inc., located at 5200 Buffington Road, Atlanta, Georgia 30349. Its telephone number is 404-765-8000.

Issuance Date: April 3, 2020

The names, principal business address and telephone number of each franchise seller for this offering: Chick-fil-A, Inc., Maureen Donahue and \_\_\_\_\_; 5200 Buffington Road, Atlanta, Georgia 30349; 404-765-8000.

Chick-fil-A authorizes the respective state agencies identified in Exhibit "A" to receive service of process for it in the particular state.

I have received a Disclosure Document for Operators dated April 3, 2020, that included the following Exhibits:

- EXHIBIT "A" List of State Agencies/Agents for Service of Process
- EXHIBIT "B" Franchise Agreement
- EXHIBIT "B-1" Assignment and Consent to Assignment Agreement (Corporation)
- EXHIBIT "B-2" Assignment and Consent to Assignment Agreement (Limited Liability Company)
- EXHIBIT "C" Consolidated Financial Statements of Chick-fil-A, Inc.
- EXHIBIT "D" Table of Contents of Chick-fil-A Manuals
- EXHIBIT "E" List of Operator Restaurants, Chick-fil-A Operated Restaurants, and Licensed Units
- EXHIBIT "F" List of Former Operators
- EXHIBIT "G" State Specific Addenda and Agreement Amendments
- EXHIBIT "H" State Effective Dates
- EXHIBIT "I" Receipts

\_\_\_\_\_  
Date

\_\_\_\_\_  
Operator

Print Name: \_\_\_\_\_

**Please sign and date this page and retain this page in your possession as part of your records.**

**RECEIPT**

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

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- EXHIBIT "H" State Effective Dates
- EXHIBIT "I" Receipts

\_\_\_\_\_  
Date

\_\_\_\_\_  
Operator

Print Name: \_\_\_\_\_

**Please remove this page, sign and date this page, and return this page within 48 hours  
after you receive this Disclosure Document to Operator Selection Team, Chick-fil-A, Inc.,  
5200 Buffington Road, Atlanta, Georgia 30349-2998**