FRANCHISE DISCLOSURE DOCUMENT

DEL TACO LLC
a California limited liability company
25521 Commercentre Drive, Suite 150
Lake Forest, California 92630
(949) 462-9300
www.deltaco.com

As a Del Taco franchisee, you will offer Mexican-American and American cuisine in a quick service restaurant under the "Del Taco" trade name and business system.

The total investment necessary to begin operation of a Del Taco franchised business ranges from $1,461,200 to $3,313,500. This includes between $46,700 to $106,000 that must be paid to the franchisor or its affiliate(s). If you sign a development agreement, you must agree to develop a minimum of two franchised businesses and the total investment necessary ranges from $2,993,400 to $6,702,000. This includes $45,000 that must be paid to the franchisor or its affiliate(s) for a two store development agreement. That amount is credited towards the fee paid under the franchise agreement for each business. The total investment necessary to begin operation of a non-traditional Del Taco franchised business ranges from $856,000 to $2,543,000. This includes between $13,450 to $156,000 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of a Del Taco franchised business that you convert from another restaurant ranges from $971,200 to $2,763,500. This includes between $46,700 to $56,000 that must be paid to the franchisor or its affiliate(s) if you are converting a non-Del Taco restaurant to a franchised restaurant.

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 or grant. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive this disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact the Franchise Development Department at 25521 Commercentre Drive, Suite 150, Lake Forest, California 92630, 949-462-9300.

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

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

Your state also may have other laws on franchising. Ask your state agencies about them.

Issuance Date: April 13, 2026

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising Generally

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

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

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

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

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

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

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

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit 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 or arbitration only in Orange County, California. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to arbitrate or litigate with the franchisor in Orange County, California than in your home state.

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

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this franchise disclosure document ("FDD" or "Disclosure Document"), we will use the words "we," "us," "our," and Del Taco when referring to Del Taco LLC and its subsidiaries. We will use the words "you" and "your" when referring to the individual or business entity which acquires a franchise to operate a Del Taco restaurant. The words "you" and "your" do not include any individual or business entity which owns an interest in you. We may require all individuals and business entities which own an interest in you to guarantee your obligations to us.

The Franchisor, Its Parents, Predecessors, and Affiliates

We originally formed as a California corporation on January 21, 1988, and converted to a California limited liability company on March 23, 2006. Under California law, a conversion constitutes a continuation of the converting entity, not the creation of a new one.

We presently do business under the names Del Taco LLC and Del Taco. We have our principal business address at 25521 Commercentre Drive, Suite 150, Lake Forest, California 92630. Our registered agents for service of process appear on Exhibit A to this Disclosure Document.

We have operated and franchised Del Taco restaurants since February 1990. We do not operate or offer franchises in any other line of business and have not operated or offered franchises in any other line of business. As of the end of our last fiscal year, we had a total of 132 company-owned and 444 franchised Del Taco restaurants operating in the United States.

Our direct parent is Kerry Foods International, LLC ("KFI"), a California limited liability company formed in December 1993. KFI is wholly-owned by Sagittarius Restaurants Holdings Co., Inc. ("SRH"), a Delaware corporation formed in April 2002. SRH is wholly owned by F&C Restaurant Holdings Co, Inc. ("F&C"), a Delaware corporation formed in April 2022. F&C is wholly owned by Del Taco Holdings, Inc. ("Del Taco Holdings"), a Delaware corporation formed in April 2004. Del Taco Holdings, is wholly owned by Del Taco Group, LLC ("Del Taco Group"), a California limited liability company formed in December 2025. Del Taco Group is wholly owned by Del Taco Holdings, LLC, a California limited liability company formed in December 2025. All of the entities noted in this paragraph share our principal business address. These entities do not offer franchisees in any line of business and do not conduct any business that is not noted.

Our affiliate, NTG Franchising, LLC ("NTGF"), offers franchises for the "Nick the Greek" restaurant concept ("Nick the Greek Restaurants") across the United States. NTGF's principal business address is 5765 Winfield Blvd., Ste. 1, San Jose, California 95123. NTGF began offering franchises for Nick the Greek Restaurants in December 2018. As of December 21, 2025, there were 79 operating franchised Nick the Greek Restaurant locations and 12 operating company-owned Nick the Greek Restaurant locations.

Our second affiliate, Taco Cabana Franchising, Inc. ("TCF"), a Texas corporation, offers franchises for the "Taco Cabana" restaurant concept ("Taco Cabana Restaurants") across the United States. TCF's principal business address is 1077 Central Parkway South, Suite 600, San Antonio, TX 78232. TCF's predecessor, Taco Cabana, Inc., a Delaware corporation, began offering franchises for Taco Cabana Restaurants in 1987. TCF began offering franchises for Taco Cabana Restaurants in April 2023. As of December 21, 2025, there were 6 franchised Taco Cabana Restaurant locations and 145 operating company-owned Taco Cabana Restaurant locations.

We do not have any affiliates that provide goods or services to our franchisees.

Except as described above, we do not have any affiliates that currently offer or have offered franchises for restaurants or for any other line of business during the past 10 years. We have had no predecessors during the past 10 years.

The Franchised Business

We offer qualified, independent businesspersons the opportunity to operate Del Taco franchised businesses ("Del Taco Restaurants" or "Restaurants") in specific geographic areas. Del Taco Restaurants offer quick service, fast casual dining to the general public serving Del Taco food and beverage products through a uniform menu featuring primarily Mexican-American foods like tacos and burritos, along with burgers, shakes, French fries, breakfast items, soft drinks, and similar food and beverage items.

The Del Taco Fresh Flex prototype is a flexible, scalable building designed to accommodate a variety of real estate possibilities. There is one prototypical building portfolio available, the Fresh Flex portfolio, consisting of three different prototypical building types which range from 1,152 square feet to 2,304 square feet. We can also adapt this building to address end cap or conversion locations, with seating and kitchen layout being flexible depending on the limitations/available space and configuration of the site.

A Del Taco Restaurant employs approximately 20 to 45 persons for a free-standing Restaurant or an end cap drive thru Restaurant.

Under our Development Agreement (see Exhibit D to this Disclosure Document), you will have the right and obligation to develop two or more Del Taco Restaurants within a defined geographic area. The Development Area will be described in the Development Agreement. Development Areas may be designated at Del Taco's discretion in such manner as we deem appropriate but, typically, we define Development Areas by market points as determined by us. You must enter into a separate Franchise Agreement (see Exhibit E to this Disclosure Document) on our then-current form of franchise agreement, the terms of which may differ from the current version of the Franchise Agreement attached to this Disclosure Document, for each Del Taco Restaurant you open.

We may offer franchises for Del Taco Restaurants to be operated in non-traditional locations. The term nontraditional location includes, but is not limited to, airports, train stations, bus stations, stadia, arenas, other sports facilities, hotels, resorts, convention centers, military facilities, schools, colleges, universities, hospitals or medical facilities, amusement parks, recreational theme parks, racetracks, motorsports parks, raceways, speedways, museums, galleries, theaters, entertainment facilities or venues, other performative facilities, tourist centers, business or industrial food service venues, venues in which food service is or may be provided by a master concessionaire or contract foodservice provider, public transportation facilities, government facilities, shopping and outlet malls, Indian reservations, casinos, and similarly situated sites; but does not include c-stores, travel plazas or virtual / dark / ghost kitchens.

We are currently implementing a reimage program for certain existing franchisees which will offer incentives for remodeling existing Del Taco Restaurants. Such incentives may include reimbursement of a portion of the reimage costs, franchise fee waivers, and allocation of certain tenant allowances received from master landlords.

From time to time, we may offer for sale certain of our company-owned Del Taco Restaurants to qualified individuals.

Market and Competition

Among the key elements of competition in the industry are menu innovation, execution of operational strategies and initiatives, price, service, quality, location, personnel, advertising, brand identification, and attractiveness of facilities.

Each Del Taco restaurant competes directly and indirectly with a large number of national and regional restaurant chains, some of which have significantly greater financial resources than us, as well as with locally owned and/or independent restaurants in the quick-service and the fast-casual segments of the restaurant industry. Each restaurant also competes with other "food away from home" consumer options and with grocery store and similar offerings.

Industry Specific Laws and Regulations

You must comply with all local, state, and federal laws that apply to your Restaurant operations, including, for example, zoning, liquor, health, sanitation, no-smoking, EEOC, OSHA, discrimination, employment and sexual harassment laws. The Americans with Disability Act of 1990 requires readily accessible accommodation for disabled persons and therefore may affect your building construction, site elements, entrance ramps, doors, seating, bathrooms, drinking facilities, etc. You must obtain real estate permits (e.g., zoning), real estate licenses, and operational licenses. There also may be regulations that pertain to sanitation, labeling, food preparation, food handling, grease and other waste disposal, environmental compliance and food service. Other than the types of laws and regulations noted above, we are not aware of any regulations or laws directed solely to restaurants, quick-service restaurants, or fast casual restaurants, of the type that are described in this Disclosure Document. You should consult with your attorney concerning all federal, state, and local laws and ordinances that may affect your Restaurant's operation.

ITEM 2
BUSINESS EXPERIENCE

Unless otherwise specified, the location of the positions listed in this Item 2 is or has been Lake Forest, California as to Del Taco officers, directors, and employees.

Anil Yadav Chief Executive Officer	Mr. Yadav has served as our Chief Executive Officer since December 2025. He has held the same position with TCF, in San Antonio, Texas since January 2023 and with NTGF, in San Jose, California since December 2022. Since 1989, Mr. Yadav has been the Chief Executive Officer and President of Yadav Enterprises, Inc. and its affiliates which own, operate, manage or franchise restaurant locations in 19 states, including the brands Taco Cabana, Jack in the Box, Denny's, TGI Friday's and quick service Tex-Mex restaurants.
Noah Chillingworth Vice President, Chief Marketing Officer	Mr. Chillingworth has served as our Vice President, Chief Marketing Officer since January 2026. He was Chief Marketing Officer for Farmer Boys Franchising CO. from March 2024 to December 2025. Mr. Chillingworth served in various Marketing leadership roles for Del Taco from 2009 to 2024.

Deborah Ann Hood Chief People and Culture Officer	Ms. Hood has been our Chief People and Culture Officer since December 2025. She has held the same position with TCF, in San Antonio, Texas since January 2023. Ms. Hood has been Chief People and Culture Director for Yadav Enterprises and its affiliates since August 2021, in San Antonio, Texas. Prior to that, Ms. Hood served as our Vice President of Training and Development from February 2021 to August 2021.
Jack Tang Vice President, General Counsel	Mr. Tang has served as our Vice President, General Counsel since 2008.
Zorah Hamedany Senior Director of Construction	Ms. Hamedany has served as our Senior Director of Construction since November 2017.
Meghan Kelley Vice President, Training & Operations Support	Ms. Kelley has served as our Vice President, Training & and Operations Support since May 2025. From March 2024 to April 2025, she served as our Senior Director of Operations Support. From June 2019 to February 2024, she was Director of Operations Support.
Brandon Drewitz Franchise Business Consultant	Mr. Drewitz has served as our Franchise Business Consultant since 2022. From 2020 to 2022, he served as our Regional Director.

ITEM 3
LITIGATION

Pending Actions:

Torrez v. Del Taco LLC. On July 16, 2014, Timothy Tafoya, a former hourly employee, filed a class action lawsuit in the Superior Court for the County of San Bernardino, California (Case No. CIVDS1410517), alleging violations of the wage provisions of California law. The venue for the class action was moved to the Superior Court for the County of Alameda as part of a coordinated proceeding (Case No. JCCP004904). Karolina Torrez was substituted for Mr. Tafoya as the new named plaintiff. On November 12, 2021, the Court granted class certification in this case and, thereafter, the parties reached a settlement of all claims, for a settlement amount of $50,000,000. The Court issued its final approval of the settlement on August 8, 2023. All payments for the settlement have been made by the Company to the claim administrator. On March 30, 2026, the Court issued an Amended Judgment, setting forth the final payment instructions with respect to any remaining settlement funds. This payment is expected to be accomplished by mid-April 2026, at which point the case will be completed.

Concluded Actions:

Castillo v. Del Taco LLC. On June 13, 2019, Miguel Castillo, an employee at one of our restaurants, filed a class action lawsuit in the Superior Court of Los Angeles County, California (Case No. 19STCV20629), alleging, among other things, that we committed unfair competition within the meaning of the California Business and Professions Code Section 17200, and breach of the covenant of good faith and fair dealing. The claims arose out of a purported data breach in which Mr. Castillo's personal information may have been compromised. In June 2023, the parties reached a settlement of Mr. Castillo's individual claims that

was subsequently approved by the court. As a result of that settlement, the court dismissed the individual and class claims on November 30, 2023.

Other than these 2 actions, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FEES

General

If you purchase the rights to develop and operate one Del Taco Restaurant under a Franchise Agreement, you must pay us a Franchise Fee of $35,000 and a Promotional Fee of $10,000 when you sign the Franchise Agreement.

If you sign a Development Agreement, upon signing, you must pay a development fee equal to the Franchise Fee of $35,000 for the first Restaurant and a $10,000 deposit on the Franchise Fee for each subsequent Restaurant to be developed. These amounts will be applied toward the applicable initial franchise fees listed above if and when you sign a franchise agreement for a restaurant, and you will then pay the balance of the Franchise Fee (i.e., $25,000 for the second and subsequent Restaurants) for each Restaurant as it opens. We earn these fees when paid and have no obligation to refund them for any reason.

Before the opening of your Restaurant, we will provide technical support at your Restaurant through the first day of opening of your Restaurant. The date and time of the pre-opening support will be determined by us in our sole discretion. You must reimburse us for our travel, meals, lodging and expenses, which are estimated to range from $1,700 to $3,500.

You must spend the Promotional Fee, with the approval and coordination of our Marketing Department, for the purpose of promoting your Restaurant. You must submit invoices to us for promotional expenditures for our direct payment to the vendor or for reimbursement. We will not pay or reimburse you for food or paper costs. If you do not spend the Promotional Fee within one year after the opening date of your Restaurant, you will forfeit the unused portion of the fee and our current practice is to apply these funds toward our general advertising programs.

If you will be operating at a nontraditional location, the Franchise Fee is $1,750 per year of the term of your Franchise Agreement for each Del Taco Restaurant. The other fees in Item 5 are the same for nontraditional locations.

Except as otherwise identified in Item 5, initial fees are uniformly imposed.

Company-owned or Company-developed Restaurants

In the case of a conversion of a company-owned Restaurant to a franchised Restaurant, we will negotiate the purchase price, taking into account the value of the Restaurant's equipment, signs, cash flow, and leasehold or other real property interests, plus the Franchise Fee.

Veterans Program

We participate in the International Franchise Association's Veterans Transition Franchise Initiative ("VetFran") to provide franchise opportunities to qualifying veterans. Our VetFran incentive is called the Del Taco Veterans Program ("Veterans Program"). Under the Veterans Program, we reduce the Initial Franchise Fee for a qualifying veteran's first new Restaurant by 25%, or $8,750. Accordingly, the Initial Franchise Fee paid to us under the Veterans Program is $26,250. This incentive may not be combined with any other incentive program. To qualify for the Veterans Program, a prospective franchisee must: request the Veterans Program at the time of application; meet our then-current qualifications for new franchisees; be at least 51% legally and beneficially owned by persons meeting our qualifying veteran status; not have previously received a similar incentive from us. We may discontinue or modify this Veterans Program at any time.

Extension of Development Schedule

If you have signed a Development Agreement and you will not be able to timely meet your development schedule, provided that you are in full compliance with all agreements with us, you may request to extend the development period for a particular Restaurant for one period of twelve (12) months, by: (i) providing us with six (6) months' advance written notice of such request, and (ii) paying a non-refundable $5,000 extension fee ("Extension Fee") at least ten (10) days prior to the expiration of the original development schedule associated with the Restaurant. We will approve or disapprove the request for extension at our sole option. Such Extension Fee(s) will be applied toward payment of the Franchise Fee for subject location upon execution of the applicable Franchise Agreement and, if the development period under a Development Agreement is not extended or otherwise lapses, we will retain any and all Extension Fees. You will be required to sign an amendment to the Development Agreement to reflect these terms and that amendment will include a general release in our favor.

Trade Area Survey Analysis

If you are building a restaurant and would like to locate it within fifteen (15) miles of an existing Del Taco restaurant, you (or the already existing franchisee) may be required to pay for a Trade Area Survey Analysis to be conducted with respect to each existing restaurant within that radius to estimate potential impact on sales at each such restaurant. The cost of a Trade Area Survey Analysis can range from $4,500 to $7,500, plus all expenses, which may vary considerably. We collect this fee to reimburse Del Taco for the cost it pays to the third-party company that conducts the Trade Area Survey Analysis. Depending on the level of sales transfer from the existing restaurants to the new restaurant predicted by the Trade Area Survey Analysis, we may decline or permit (subject to conditions) you to proceed with your request to develop the new restaurant.

Site Development Services

If we or our affiliates provide site development services, you will be required to pay us a fee of up to $50,000 for work we complete toward developing the site, in addition to our out-of-pocket and internal overhead costs. This amount is not refundable and must be paid before we perform the services.

ITEM 6
OTHER FEES

Type of Fee [1]	Amount	Due Date	Remarks
Royalty [2]	5% of net sales	Payable monthly by electronic funds transfer by the fifteenth (15th) day of each month, based on the Net Sales for the preceding month	Net sales include all revenue from the Restaurant, except for refunds and sales or similar taxes.
Royalty for Games and Devices	40% of net sales from such games and devices	Payable monthly by electronic funds transfer by the fifteenth (15th) day of each month, based on the Net Sales for the preceding month	"Games and Devices" means coin, token, card or internet devices like pay telephones, cash, credit or debit machines (including automated teller machines), newspaper stands, slot machines, wireless, or similar machines.
Marketing	5% of net sales	Payable monthly by electronic funds transfer by the fifteenth (15th) day of each month, based on the Net Sales for the preceding month	We may increase the fee to the then-current fee we charge new franchisees upon notice to you, which we anticipate will not exceed 6% of net sales. The marketing fee for nontraditional locations is typically 1.4% of net sales, but we may modify this fee.
Technology Systems Support Services Fee [3, 4]	$173.81 per restaurant per month for your 1st through 5th restaurants; $148.82 per restaurant per month for your 6th through 10th restaurants; $123.84 per restaurant per month for your 11th restaurant and beyond	Payable monthly after opening in advance on the first day of each month (or as we may specify in writing)	You must purchase and maintain the systems we require. See Items 8 and 11. Upon notice, we may increase the fee to the then-current fee we charge new franchisees, which we anticipate will not exceed $300 per month per restaurant unless actual costs exceed that amount.
Ceridian Dayforce	$109.75 per month $577.50 per year annual $2,997.50 one-time payment for Ceridian clock	Fees are payable monthly, annually and once for the Ceridian clock.	Employee workforce management system. The current fee amount increases periodically based on the consumer price index ("CPI") published by the Bureau of Labor Statistics. These fees are subject to change and we may increase these fees upon notice.

Type of Fee [1]	Amount	Due Date	Remarks
Del U E-Learning	$14-$16 per month s (excluding June) $44-$46 for month of June due to annual LMS subscription fees	Payable after opening in monthly installments with your royalty fee payments	You must participate in our online learning management system, which provides training to all of our Restaurant employees. You must pay us for access to the online learning management system. Upon notice, we may increase the fee to then-current fee we charge to new franchisees; increases to the fee are based upon actual costs of incurred for this system.
Data Services Fee	None currently	Monthly	For restaurant menu management services.
Security	None currently	Monthly	Information security infrastructure services to mitigate risks from cyber threats and vulnerabilities.
Reporting	None currently	Monthly	Business Intelligence Data and Analytics, integrated sales, services and operational dashboards.
Digital Checklist	$50 per month	Monthly	This fee includes the use of the current digital checklist for completing daily food safety checklist. The fee is paid to our approved vendor. The use of digital checklist is a brand standard.
Store Audit Reinspection Fee	$500 per reinspection	Payable after a restaurant fails at least two consecutive store audits. The store audit reinspection fee will be assessed for each reinspection following the two consecutive failed audits.	Store audits to assess compliance with operational standards.
Interest	7 percentage points in excess of the prime rate per annum as published in *The Wall Street Journal*	As incurred	We may charge interest on past due amounts.

Type of Fee [1]	Amount	Due Date	Remarks
Renewal Fees	Greater of $35,000 or the then-current initial franchise fee for new franchisees, plus the then-current Promotional Fee (currently $10,000)	On execution of the successor franchise agreement	You must pay the Renewal Fee and Promotional Fee in addition to any remodel costs required.
Transfer Fee	$5,000	Prior to our consent for the transfer	Payable in connection with any transfer. For securities offerings, the fee may be more and must cover our reasonable costs and expenses to review the offering.
Audit Fees and Expenses	Will not exceed our actual out-of-pocket costs (currently about $1,000 to $2,000)	As incurred	You must pay all amounts shown as due. If you understated net sales by 1% or more, you also must pay all costs of the audit.
Indemnification Costs	Varies	As incurred	You must pay for the cost of defending us against any liability as a result of your operations.
New Product and Vendor Testing	Will not exceed our actual out-of-pocket costs (currently about $2,000 to $3,000)	As incurred	If you desire to purchase any items from an unapproved vendor, you must submit a written request to us for approval. We have the right to require, as a condition of our approval, that our representative inspect the vendor's facilities and take samples from the proposed vendor for testing.
Reimbursement of Insurance	Cost of obtaining coverage	On receipt of invoice	If you fail to procure the required insurance, we may secure that insurance and require you to reimburse us for the premiums and other expenses relating to obtaining that insurance.

1. Unless otherwise noted, you must pay all fees to us and we have no obligation to refund them. The Development Agreement and Franchise Agreement give us the right to require that you make all payments owed us (other than the Development Fee, Franchisee Fee, and Promotional Fee) via automatic bank draft. Licensees in nontraditional locations may pay reduced fees. Otherwise, we uniformly impose the fees described above.

2. The royalty fees will be reduced if you qualify for our Development Incentive Program. If you qualify for our Development Incentive Program and execute a Development Agreement and

Development Incentive Program Addendum, the royalty fees will be reduced to 1% of net sales during the first year of operations, 2% of net sales during the second year of operations, 3% of net sales during the third year of operations, 4% of net sales during the fourth year of operations, and the standard royalty of 5% of net sales thereafter. Our Development Incentive Program is currently only available for multi-unit franchisees who agree to develop multiple restaurants pursuant to a Development Agreement in certain markets we have identified for further development and that we deem, in our sole determination, to be undeveloped, underdeveloped, or emerging in terms of the Del Taco brand's market penetration; it is not available in markets we deem to be mature in terms of the Del Taco brand's market penetration, such as, for example, Orange County, California, Los Angeles County, California, and Phoenix, Arizona.

On termination of your Franchise Agreement for any of the reasons described in Section 15 of the agreement, we have the right to recover damages for our loss of royalty fees for the remaining term of the Franchise Agreement.

3. The fee schedule is tiered by the number of Restaurants you operate.

4. We have the right to increase this fee upon notice to you. Your annual equipment maintenance and repair costs will vary depending on your specific needs.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT[1]

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Paid
Franchise Fee[2]	$35,000	$35,000	Lump Sum	(Note 2)	Us
Promotional Fee[2]	$10,000	$10,000	Lump Sum	(Note 2)	Us
Land[3]	Not Included	Not Included	Not Included	Not Included	Not Included
Fee for Architectural and Engineering and other Related Consultant Services[4]	$27,000	$124,000	As Agreed	As Agreed	Consultants
Environmental Assessment[5]	$2,500	$34,000	As Agreed	As Agreed	Consultants
On-site Improvements[6]	$150,000	$650,000	As Agreed	As Agreed	Contractors, Vendors, Suppliers, or Owner
Building Improvements[7]	$490,000	$1,200,000	As Agreed	As Agreed	Contractors, Vendors, Suppliers, or Owner

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Paid
Furnishings, Fixtures and Equipment[8]	$400,000	$750,000	As Agreed	As Agreed	Vendors & Suppliers
IT Equipment & Installation, Computer-related Services & Licensing[9]	$59,000	$100,000	As Agreed	As Agreed	Vendors
Security Cameras	$6,000	$8,000	As Agreed	As Agreed	Vendors
Technical Support Expenses[10]	$1,700	$3,500	Lump Sum	On Invoice	Us
Initial Training Expenses[11]	$194,000	$253,000	As Agreed	As Incurred	Third Parties
Crew Training Expenses[11]	$48,000	$68,000	As Agreed	As Incurred	Third Parties
Additional Funds – 3 Months[12]	$28,000	$65,000	As Agreed	As Incurred	Vendors
Inventory	$7,000	$7,000	As Agreed	As Incurred	Third parties
Licenses, Fees and Deposits[13]	$3,000	$6,000	Lump Sum	As Incurred	Utilities and Agencies
Fee for trade area survey analysis[14]	$0	$7,500 (plus all expenses)	Lump Sum	On Invoice	Us
TOTAL (excluding land, financing and certain other costs)	**$1,461,200**	**$3,313,500**			

YOUR ESTIMATED INITIAL INVESTMENT
DEVELOPMENT AGREEMENT
Assumes Development Agreement for Minimum of Two (2) Restaurants

Type of Expenditure	Amount		Method of payment	When Due	To Whom Paid
Development Fee	$45,000	$45,000	Lump Sum	Due when you sign the Development Agreement	Us
Professional Fee[15]	$1,000	$5,000	As incurred	As incurred	Third Parties

Type of Expenditure	Amount		Method of payment	When Due	To Whom Paid
Total Estimated Initial Investment for Two (2) Del Taco Restaurants (Based Upon High / Low Ranges from Table Above Minus Franchise Fee)	$2,922,400	$6,627,000	See Table Above for Each Expenditure	See Table Above for Each Expenditure	See Table Above for Each Expenditure
Remaining Franchise Fee	$25,000	$25,000	Lump sum	At signing of Franchise Agreement	Us
Total Estimated Initial Investment for a Development Agreement[16]	**$2,993,400**	**$6,702,000**			

YOUR ESTIMATED INITIAL INVESTMENT
Conversion Restaurant[17]

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Paid
Franchise Fee[2]	$35,000	$35,000	Lump Sum	(Note 2)	Us
Promotional Fee[2]	$10,000	$10,000	Lump Sum	(Note 2)	Us
Land[3]	Not Included	Not Included	Not Included	Not Included	Not Included
Fee for Architectural and Engineering and Related Consultant Services[4]	$27,000	$124,000	As Agreed	As Agreed	Consultants
Environmental Assessment[5]	$2,500	$34,000	As Agreed	As Agreed	Consultants
On-site Improvements[6]	$0	$500,000	As Agreed	As Agreed	Contractors, Vendors, Suppliers, or Owner
Building Improvements[7]	$300,000	$800,000	As Agreed	As Agreed	Contractors, Vendors, Suppliers, or Owner
Furnishings, Fixtures and Equipment[8]	$250,000	$750,000	As Agreed	As Agreed	Vendors & Suppliers

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Paid
IT Equipment & Installation, Computer-related Services & Licensing[9]	$59,000	$100,000	As Agreed	As Agreed	Vendors
Security Camera	$6,000	$8,000	As Agreed	As Agreed	Vendor
Technical Support Expenses[10]	$1,700	$3,500	Lump Sum	On Invoice	Us
Initial Training Expenses[11]	$194,000	$253,000	As Agreed	As Incurred	Third Parties
Crew Training Expenses [11]	$48,000	$68,000	As Agreed	As Incurred	Third Parties
Additional Funds – 3 Months[12]	$28,000	$65,000	As Agreed	As Incurred	Vendors
Inventory	$7,000	$7,000	As Agreed	As Incurred	Third parties
Licenses, Fees and Deposits[13]	$3,000	$6,000	Lump Sum	As Incurred	Utilities and Agencies
Fee for trade area survey analysis [14]	$0	$7,500 (plus all expenses)	Lump Sum	On Invoice	Us
TOTAL (excluding land, financing and certain other costs)	**$971,200**	**$2,763,500**			

NOTES

1. These initial investment figures are based on new restaurant development costs to open Fresh Flex prototypical buildings in 2025 and 2026. Del Taco has one (1) prototypical building portfolio available consisting of three (3) different prototypical building types that are available for site-adaptation and use by franchise operators that have been designed to support varying site conditions such as property size, property shape, and preferred building orientation. The Fresh Flex portfolio building types range from 1,152 square feet to 2,304 square feet. All portions of the initial investment paid to Del Taco are fully earned by Del Taco when paid and are not refundable. Whether any third party will refund any costs will depend on the third party involved. Your financing cost may affect your total investment significantly. You may, or may not, incur all the costs identified, and you may incur other costs that are specific to your project. You should review the amounts listed above carefully with a business advisor before making any decision to purchase the franchise. The actual cost can vary largely depending on the site-specific conditions and requirements for each location.

2. You pay the Franchise Fee and Promotional Fee when you sign the Franchise Agreement.

3. The cost of land will vary widely, depending on size and location of the property and whether you purchase or own the land or enter into a lease arrangement. The size of the property necessary to develop a new Del Taco restaurant can vary greatly depending upon, but not limited to, the size of the building constructed, desired drive-thru lane configuration, appliable development code requirements and zoning restrictions, as well as other influences such as access and parking agreements with adjoining properties, landlord or other third-party requirements. Typical physical site criteria would include approximately 25,000 to 40,000 square feet, minimum of approximately 130 feet of frontage depending on building orientation, adequate access into and out of the property, ability to accept deliveries from an approximately 75' tractor-trailer truck, and a dedicated parking area to accommodate 14 to 32 parking spaces depending on site requirements.

4. Consulting costs will vary based on the documentation necessary to obtain all of the project's development-related approvals which may include, but are not limited to, landlord, third party, zoning, planning commission, building/municipal, signage, health, fire, and other agency approvals. Consultants typically hired by you may include, architects, permit expediters, zoning consultants, landscape architects, structural engineers, utility designers, fire sprinkler engineers, land surveyors, geotechnical engineers, mechanical, electrical, and plumbing engineers, outside project managers, and construction testing consultants. Consulting costs do not include the actual fees paid for permits and approvals to municipal and other governmental agencies, nor does it include the fees assessed by the applicable utility service providers.

5. Environmental assessment costs tend to be site-specific in nature and can vary based on where the property is located, a property's former use(s), the use(s) of neighboring properties, and a property's existing conditions. A "Phase One" assessment involves title research and can cost approximately $2,500 to $4,000. The cost of a "Phase Two" assessment typically varies because some amount of borings, well sampling, and invasive testing may need to be completed on the property and will typically range from $10,000 to $34,000. "Phase Three" assessments involve the development of a clean-up mitigation plan to address on-site contamination. By their site-specific nature, the costs for a Phase Three will vary significantly, and these costs have been excluded.

6. On-site improvements are those work scope items that occur within the bounds of the property or lease lines and include excavation, grading, sub-surface stabilization, paving, sidewalks, landscaping, trash enclosure structures, fences, retaining walls, drainage structures, utility work, and outdoor lighting, among other things. On-site costs can vary significantly depending on the size of the property, the improvements that may already exist, the requirements placed upon the project by the municipal or other governing agencies, and agreements made with the landlord, seller, or developer as part of securing the property. Construction costs can vary significantly based upon the size of the property, materials and methods specified in the construction documents, as well as other geographical, regional, and municipal influences. Off-site development costs, if any, are by nature site-specific and have been excluded.

7. Building improvements are those work scope items that are necessary to develop the entire building structure (new build) including designated finish-out materials as required and will typically include, but are not limited to, foundation, framing, mechanical, electrical, plumbing, masonry, and other exterior finishes, metalwork, roofing, insulation, glazing, and all interior floor, wall, and ceiling finishes, lighting, and painting. We compiled these estimates based on our experience developing prototypical buildings where there were no unusual conditions such as special architecture or finishes. This estimate does not include the costs for building permits, on-site or off-site improvements which have been discussed in (6) above. Construction costs can vary

significantly based upon the size of the building, materials and methods specified in the construction documents, as well as other geographical, regional, and municipal influences. New restaurant development projects that will include the conversion and remodel of an existing building will likely have their own site-specific scope of work and cost structure necessary to successfully adapt the existing building designs so they conform the brand image and operational standards, and as such, are not included. If we or our affiliates provide site development services, you will be required to pay us a fee of up to $50,000 for work we complete toward developing the site, in addition to our out-of-pocket and internal overhead costs.

8. You must purchase certain items of furnishings, fixtures, kitchen display systems and equipment. The cost of furnishings, fixtures, and equipment are affected by the sign package, dining room size, and the use of digital menu boards. The total cost of the furnishings, fixtures, and equipment will also depend on the vendors' pricing, circumstances at your location, your distance from vendors, shipping charges, reimbursement of costs to technicians for lodging, meals and travel expenses and similar variables.

   Security cameras are required and listed in a separate expenditure.

9. Includes purchase or lease of point-of-sale equipment, ancillary small computer hardware and software items. Prior to opening the Restaurant, all new Del Taco franchisees must purchase and install point-of-sale and back-office equipment and software from vendors that we may designate or approve. You have the right to purchase such computer-related hardware and equipment directly from any approved or designated vendor, or you can elect to purchase any computer-related hardware or equipment through us, and we will purchase the hardware or equipment on your behalf from approved third-party vendors and resell such hardware or equipment to you at no markup. After your Restaurants opens, you and we reconcile the total actual purchase price of the hardware or equipment we purchased on your behalf you will reimburse us for the amount of the purchase price. The estimate includes your estimated first month's costs in connection with obtaining PCI compliance services, internet service, customer relationship management services and software, anti-virus and anti-malware software, a firewall, and loyalty program hardware from approved vendors.

10. Before the opening of your Restaurant, we will provide technical support at your Restaurant through the first day of opening of your Restaurant. The date and time of the pre-opening support will be determined by us in our sole discretion. You must reimburse us for our travel, meals, lodging and expenses. For crew member training, the numbers reflect that you will have 40-60 employees to train before opening.

11. We do not charge a training fee for your initial training or initial crew training, however as explained in Item 11, you must pay for all costs and expenses related to training such as, salaries, wages, supplies, transportation, lodging and food for yourself and your employees during training. The costs of those expenses will depend on the distance you must travel, the type of accommodations used, and the number of employees attending the training and their wages. You are also responsible for any costs and expenses related to any required food safety (Serv Safe Certification) and food handler certifications. This estimate includes the cost for the salaries, travel expenses, including lodging, for your Operating Principal and restaurant managers (one manager is included in the low estimate and two restaurant managers are included in the high estimate) for six weeks of training, as well as the salary for a restaurant manager for an additional eight weeks leading up to the opening of the restaurant. The estimate also includes the salary and travel expenses for your shift managers for five weeks of training, and for three weeks of in-store training.

12. These amounts represent an estimate of your operating expenses for the initial three months of business. We have based them on our own experience in operating Del Taco Restaurants, mainly in the western United States, as well as the experiences of our franchisees. These estimates include costs for payroll, taxes, food, paper, supplies, utilities, licenses, permits, bank charges, repair and maintenance, and insurance (annual premium). They do not include advertising or royalty payments made to us. Your costs will depend on factors like the size of your Restaurant; how closely you follow our methods and procedures; your management skill, expenses and business acumen; your financing costs; local economic conditions; the local market for Restaurants; the prevailing wage rate; competition; and the sales level reached during the initial period.

13. The range given provides our best estimate of the costs you will incur for business permits and miscellaneous deposits, including initial utility deposits, but not a lease deposit (listed separately above).

14. We describe a trade area survey analyses in Item 5. Amount listed is for a single site survey.

15. We recommend that you consult an attorney of your own choosing to review this Disclosure Document, the Franchise Agreement, and the Development Agreement, as well as an independent accountant to review the attached financial statements, before signing the Franchise Agreement or the Development Agreement. For markets or areas not already subjected to a real estate market plan approved by us, we also recommend that you engage the services of a reputable market analysis company to perform a thorough market analysis.

16. Your estimated initial investment under the Development Agreement will vary depending on the number of Del Taco Restaurants you develop. The estimated initial investment chart reflects the minimum number of two (2) development commitments for new franchisees. No part of this initial investment is refundable.

17. Nontraditional Restaurants. If you are developing a nontraditional restaurant, certain categories of the identified costs may vary significantly from those disclosed above. We anticipate that at least the following expenditures will vary from those previously stated: The Franchise Fee will be $1,750 per year of the term of your Franchise Agreement. On-Site Improvements are likely to range from $0 to $500,000. On-Site Improvement costs will vary depending on whether exterior site area improvements will be part of your development. Building or space improvement costs will vary depending on the size of the space being leased, type of finishes specified, how much back of house infrastructure may be shared with other tenants, if there is dining room area included in your development, as well as other site-specific development costs based upon landlord, regional, local, or municipal influences, and are likely to range from $370,000 to $800,000 and up. Like the building or space improvement cost influences noted above, furnishings, fixtures and equipment costs will vary and are likely to range from $250,000 to $750,000. An environmental assessment will likely range from $2,500 to $34,000. All other initial costs disclosed above are expected to be approximately the same for both traditional and non-traditional restaurants. Accordingly, we anticipate that the overall cost for a nontraditional restaurant will likely range from $856,000 to $2,543,000.

Sale of Company-owned Restaurants. Occasionally, we may sell one or more existing company-owned Restaurants to a franchisee. If you purchase an existing company-owned Restaurant from us or our affiliate, your cost will depend on a variety of factors, including (without limitation) the sales history and trend of the Restaurant, the assets being purchased, and the nature of the Restaurant's trade area. Generally, your cost (excluding the cost to purchase or lease the Restaurant's real estate) should not exceed the range of

total costs for the development of a new Restaurant as described above. The total purchase price is expected to range from $50,000 to $1,800,000.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You have no obligation to purchase or lease goods or services from us or from others designated by us, except as stated below.

You must develop your Restaurant premises and acquire furniture, fixtures and equipment and all necessary signs for your Restaurant according to standards and specifications we establish. We expressly reserve the right to modify our standards and specifications from time to time. We will notify you promptly of any modifications. We formulate and modify our specifications and standards based on research, industry trends, and our general business plan.

Generally, you must purchase all goods, products, menu items, foodstuffs, beverages, packaging materials, signage, furniture, fixtures, equipment, computer hardware and software, and small wares ("Supplies") used to operate or furnish your Del Taco Restaurant from vendors who demonstrate the ability to meet our standards and specifications and whom we have approved in writing. We do not provide franchises with our standards and specifications for foodstuffs, menu items, beverages, or other items that must be purchased solely from an approved or designated supplier. We will provide our current standards and specifications for such items to approved suppliers. We may modify such standards and specifications by providing written notification to the applicable suppliers. You must implement and maintain an approved Payment Card Industry (PCI) compliance program for the Restaurant that complies with the specifications set forth in the Manuals. You must engage the services of PCI compliance vendors to provide the services that we designate. We have the right, but are not obligated, to engage a vendor to provide some or all of the PCI compliance services for your benefit at your expense. We have engaged NuArx to provide PCI compliance services to Del Taco System Restaurants. You must submit PCI compliance reports to us or our designee in the manner and frequency we set in the Manuals. You must use such related computer hardware and/or software that we may designate or approve in the manner that we designate or approve. You must also use an Internet service provider of whom we have approved. Under the Franchise Agreement, you must also purchase customer relationship management services and software, for which we or our affiliates may be the only approved supplier. These requirements help to establish quality control standards for the items used in the operation of your Restaurant and to protect, maintain and promote the product consistency, reputation, goodwill, and public acceptance of our service marks, trademarks and products. We also require the purchase of certain brand name products. We may derive revenue from those vendors in the form of marketing allowances as explained below.

We currently have approved vendors for food, packaging equipment, and small wares materials; and one approved vendor for PCI compliance.

We negotiate price and certain other contract terms with the suppliers; conduct food safety and product quality testing, inspections and remediation activities; manage product tests, rollouts and related product obsolescence; review distribution charges and performance; and participate in distribution discussion groups and dispute resolutions. For those services, we receive a Sourcing Fee from franchisees for purchases through certain third-party distributors. The Sourcing Fee is currently twenty-five cents ($0.25) per box (a box is a case of goods sold through the distribution network). The Sourcing Fee is collected by our third-party distributors in connection with sales to franchised and company owned restaurants and is forwarded to us on a weekly basis.

You do not receive any material benefits from us, other than prices that we may have negotiated, as a result of your use of our designated or approved sources.

We reserve the right to designate more vendors in the future. If you desire to purchase any Supplies from a vendor not already approved, you must obtain our prior written approval, which may take up to three to six months after our receipt of all requested information, although that time frame can vary depending on the circumstances. As a condition to granting approval, we may require you to submit samples of the proposed vendor's products and to arrange for us to visit the vendor's facilities. If we elect to test the samples or inspect the proposed vendor's facilities, you will have to pay an amount not to exceed the actual cost of the inspection and the actual cost of the testing. We do not charge a separate fee for the approval process. The criteria we use in approving suppliers are available to franchisees upon written request.

You also must obtain and maintain at your own expense insurance policies with insurers reasonably satisfactory to us covering the items specified in the Franchise Agreement, including: Commercial General Liability insurance, including Products Liability coverage, and Broad Form Contractual Liability coverage, written on a "per occurrence" policy form in an amount of not less than $5,000,000 combined single limit per occurrence and aggregate; Business Automobile Liability insurance with a limit of not less than $1,000,000 per accident; Workers' Compensation insurance as required by law; Employer's Liability insurance with a limit not less than $1,000,000 per occurrence; "All Risk" property insurance; Builders' All Risk insurance; Cyber Liability insurance with a limit not less than $1,000,000; and other insurance that may be required by any state, local, federal, or municipal law or by a third-party land owner.. If you do not provide proof of insurance to us as required under the Franchise Agreement, we may secure insurance for you and charge the cost to you.

If you decide to lease the land on which you operate your Restaurant, we have the right to require that certain provisions are included in the lease relating to use, default, notices, lien waivers, length of term, assignment, remodeling, personal property rights, the right for authorized Del Taco employees to enter your Restaurant, the right for Del Taco to protect its proprietary marks located on your premises and non-competition by the landlord and its affiliates. Those provisions are contained in the Addendum to Lease, which is attached to the Franchise Agreement as Exhibit G. We make no representations or warranties as to the legal validity of any of those provisions. Before you begin construction of your Restaurant, you must demonstrate to our reasonable satisfaction that your lease contains the required provisions described in the Addendum to Lease, and you must deliver to us a definitive copy of your lease before its execution for our review and approval of the terms related to the Addendum to Lease.

The amount of your purchases from designated vendors or in accordance with our specifications will represent approximately 77% to 83% of your total purchases in establishing your Restaurant and approximately 30% to 40% of your total purchases in connection with the operation of your Restaurant.

During our fiscal year ended December 21, 2025, we occasionally purchased computer-related hardware and equipment from third-party vendors on behalf of franchisees and resold such hardware and equipment to franchisees at no markup; that is, we received reimbursements for the cost of computer-related hardware or equipment purchased on behalf of franchisees. Except for such reimbursements, neither we nor our affiliates received any payments from our franchisees as a result of any required purchases or leases covered by this Item 8. During our fiscal year ended December 21, 2025, two suppliers provided rebates back to us and to franchisees quarterly in arrears based on our respective purchases totaling approximately 10.2% of the purchases involved. Although we are not required to do so, we used the funds we received to help pay for system-wide promotions (directly or through the advertising fund). Except for the two vendors noted above, we do not currently receive any revenue, rebates, or other payments from designated suppliers based on franchisee purchases, though we reserve the right to do so in the future.

We do not have any purchasing or distribution cooperatives. However, we do require that you purchase most of your Supplies through McLane Corporation. Except for the Supplies you purchase through McLane Corporation and under an existing beverage marketing agreement with the Coca-Cola Company and Keurig

Dr. Pepper Company, we do not negotiate purchase arrangements with vendors, including price terms, for the benefit of our franchisees. We reserve the right to develop negotiated purchase arrangements with additional vendors in the future. These may include signage, equipment, furniture, fixtures, and others as identified. You do not receive any material benefits from us, other than prices that we may have negotiated, as a result of your use of our designated or approved sources.

None of our officers own any interest in any required or approved vendor, with the potential exception of a less than 1% ownership interest in one or more of publicly-traded vendors.

ITEM 9
FRANCHISEE'S OBLIGATIONS

The following table lists your principal obligations under the Franchise Agreement and Development Agreement. It will help you find more detailed information about your obligations in those agreements and in other items of this Disclosure Document.

Obligation	Section in Franchise Agreement (FA) or Development Agreement (DA)	Item(s) in Disclosure Document
a. Location selection and acquisition/lease	FA – 1.1 and 1.2 DA – 7, 9 and 10	7 and 11
b. Pre-opening purchases/leases	FA – 5.1 and 5.2 DA – 9	7, 8 and 11
c. Location development and other pre-opening requirements	FA – 51 and 5.2 DA - 7, 8, 9, 10 and 11	5, 6, 7, 8 and 11
d. Initial and ongoing training	FA – 5.4 DA – Not Applicable	7 and 11
e. Opening	FA – 5.3 DA – Not Applicable	7 and 11
f. Fees	FA - 3 DA – 5	5, 6 and 7
g. Compliance with standards, policies and manuals	FA – 5 and 9 DA - Not Applicable	8 and 11
h. Trademarks and proprietary information	FA – 8, 9 and 10 DA – 13	13 and 14
i. Restrictions on products and services offered	FA – 5.12 and 5.13 DA – 10	16
j. Warranty and customer service requirements	FA – 5.4 DA – Not Applicable	Not Applicable
k. Territorial development and sales quotas	FA – 1 and Exhibit B DA – 2 and Exhibit A	12
l. Ongoing product and service purchases	FA – 4 and 5.13 DA – Not Applicable	8
m. Maintenance, appearance and remodeling requirements	FA – 5.7 – 5.9 and 5.11 DA – Not Applicable	11
n. Insurance	FA – 11 DA – Not Applicable	6, 7 and 8
o. Advertising	FA – 5.21, 5.26, 6 and 8 DA – Not Applicable	5, 6, 7 and 11
p. Indemnification	FA – 16 DA – 12 and 28	6

Obligation	Section in Franchise Agreement (FA) or Development Agreement (DA)	Item(s) in Disclosure Document
q. Owner's participation, management and staffing	FA – 5.4, 5.6 and 5.27 DA – 12	11 and 15
r. Records and reports	FA – 7 and 7.6 DA – Not Applicable	Not Applicable
s. Inspections and audits	FA – 5.14, 7.1 and 7.4 DA – Not Applicable	6
t. Transfers	FA – 12 DA – 12 and 16	6 and 17
u. Renewal	FA – 2 DA – None	6, 11 and 17
v. Post-termination obligations	FA – 14 DA – 15	17
w. Non-competition covenants	FA – 10 DA – 17	17
x. Dispute resolution	FA – 17 DA – 18	17

ITEM 10
FINANCING

Neither we nor any of our affiliates offer, directly or indirectly, any financing arrangements to our franchisees. We do not guarantee your notes, leases or other obligations.

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

Except as listed below, we need not provide any assistance to you.

Pre-opening Obligations

Before you open your business, we will provide the following assistance:

1. Provide a copy of the standard construction package, including plans and specifications, site criteria, and sample site plans. We will also provide you a copy of our specifications for the furniture, fixtures, furnishings, kitchen display systems, equipment, signs and all other property that we may specify for use in the Restaurant. You must adapt those plans and specifications, at your expense, for use at the location selected by you. (Development Agreement, Sections 6 and 7; Franchise Agreement, Section 4.1)

2. We will provide pre-opening training in the Del Taco System, including standards, methods, procedures and techniques, at the times and places we designate for our training programs, together with any additional training and assistance we determine necessary in connection with the opening of your Restaurant, including assistance by our personnel. (Franchise Agreement, Section 4.2). A description of that training appears later in this item. We currently charge no additional fees for those services.

3. We will provide you pre-opening assistance, including assisting you to formulate your initial opening orders for inventory and supplies. (Franchise Agreement, Section 4.3).

4. We will loan to you or otherwise provide you access to our confidential Standard Operating Procedures Manual and other manuals (the "Manuals"), which we may revise from time to time. (Franchise Agreement, Section 4.4).

5. We will provide you with merchandising, marketing and other related advice as we deem advisable and as we may develop from time to time. (Franchise Agreement, Section 4.5).

6. We will provide you with periodic individual or group advice, consultation and assistance, by personal visit, telephone, mail or e-mail as we may deem advisable. (Franchise Agreement, Section 4.6).

7. We will provide you with bulletins, brochures and reports that we may publish from time to time. (Franchise Agreement, Section 4.7).

8. We will have the right to specify or require certain brands, types, makes, and/or models of communications, computer systems, and hardware for use in the Restaurant. (Franchise Agreement, Section 4.8).

9. We will inspect the Restaurant prior to opening. (Franchise Agreement, Section 4.9).

Post-opening Obligations

During the operation of the franchised business, we will provide the following assistance:

1. Monitor the level of training and assist you in the maintenance of the proper training of management and crew to promote Restaurant profitability through the proper use of the Del Taco System. We will make training available to all of your future management employees during the term of the Franchise Agreement. (Franchise Agreement, Section 4.2)

2. Provide you electronic access to a copy of our Manuals and training aids as revised from time to time. (Franchise Agreement, Section 4.4)

3. Provide merchandising, marketing and other data and advice we periodically develop. (Franchise Agreement, Section 4.5) An explanation of the advertising program appears in more detail later in this item.

4. Provide periodic individual or group advice, consultation and assistance, rendered by personal visit, telephone, online communications, mail or e-mail, or bulletins made available as we deem necessary. (Franchise Agreement, Section 4.6)

5. Provide bulletins, intranet information, brochures and reports we periodically publish regarding our plans, policies, research, developments, and activities. (Franchise Agreement, Section 4.7)

6. Provide other resources and assistance we may develop in the future. (Franchise Agreement, Section 4)

7. Provide pricing guidelines for Menu Items, products, or services, subject to applicable law, which may include minimum and maximum price policies. If we do so, you must comply with all pricing guidelines that we specify. (Franchise Agreement, Section 5.25)

Location Selection and Opening

We grant each franchise for a specific location. You select the proposed location for your Restaurant. We generally do not own the real estate for your location and lease it to you. You must submit the proposed location to us for our review and acceptance, together with all information we request relating to the location. After our receipt of the complete package, we may visit the proposed location at our sole discretion. Although we are under no obligation to, we may visit a proposed location with you prior to our receipt of the complete package; however, no site will be considered for acceptance or rejection until a complete package has been submitted and reviewed. We will send you written acceptance or rejection of the location within 45 days after our receipt of all relevant information. If we do not receive all relevant information within a maximum of 60 days after your initial submission of the location for our acceptance, you should consider the location rejected. The failure to obtain our approval for an acceptable location in a timely fashion will result in the termination of the Franchise Agreement.

For nontraditional locations, we may provide you with kitchen design options, image and operational specifications and various other standards, but we will not provide you with prototypical plans.

The review process largely depends on the time it takes you to submit a complete package. It generally takes 45 to 60 days but may take longer in certain instances. The factors that we consider in approving your location include the property's location, the general character and population density of the neighborhood, demographic characteristics, traffic patterns, lot size and configuration, parking accommodations and ratios established by local zoning ordinances, competition from other businesses and access and visibility of the property from adjoining roads or highways.

We have implemented a business impact policy, under which you may be required to reimburse us for a Trade Area Survey Analysis and make a business impact payment to an existing franchisee as a condition for our approval of your proposed location if your proposed location is within a specified proximity of the existing restaurant (even if outside its Protected Area) and is anticipated to have a specified business impact upon the existing restaurant. Any business impact policy we implement may be modified, suspended, discontinued, or waived by us at any time.

Typically, 3 to 12 months elapse from the time a franchisee signs a franchise agreement or first pays any consideration for the franchise, and the opening of the Restaurant for business. The factors affecting that length of time usually include financing arrangements, time for obtaining permits, construction time for the building and related improvements, local ordinance compliance, and delivery and installation of furniture, fixtures, equipment and signs. If we have approved a site at the time you sign your Franchise Agreement, the Franchise Agreement requires that you open a Restaurant for business to the public within 6 months after the date you sign the Franchise Agreement. If you have not obtained an approved location for the Restaurant at the time you sign the Franchise Agreement, you will sign a "Site Selection Addendum" with a "Site Selection Area" we approve; in which you must search for a site, submit for our approval, and obtain an approved location within 6 months after the date you sign the Franchise Agreement (which search period we may extend for 2 additional months) and you must then open the Restaurant within 6 months from the later of our approval of the location for the Restaurant or your access to the leased premises as permitted by your landlord under the lease. Your failure to open will constitute an event of default under the Franchise Agreement, for which we may terminate your franchise.

Advertising Program

We maintain and administer an advertising program in which you must participate and to which you must contribute by paying a monthly marketing fee. As described in Item 6, the current marketing fee equals 5% of your net sales. We may increase the fee to the then-current marketing fee we charge new franchisees

upon prior written notice to you. Except for a few non-traditional franchised and several original/founding franchised Restaurants that pay a lower rate, all franchisees contribute at the same rate. While not required to do so, all Del Taco Restaurants operated by us contribute on the same basis as franchisees: 5% of the Restaurant's net sales, except for one company operated location that does not pay a marketing fee and one company operated location that pays a marketing fee of 3% of net sales.

Licensees of nontraditional restaurants pay a Marketing Fee, which is typically 1.4% of net sales. Licensees of nontraditional restaurants must use reasonable efforts to advance the reputation of Del Taco restaurants and the products sold under the trademarks in order to increase the goodwill of the trademarks and the system.

We oversee all advertising and promotional programs, with sole discretion to approve or disapprove the creative concepts, materials and media use in the programs and their placement and allocation. We generally work with an advertising agency in developing advertising for print, radio or television. Media coverage may be local, regional, or national. You may develop advertising materials for your own use, at your cost and according to our standards and requirements. We must approve any advertising materials in writing in advance of their use, including, without limitation, any website, home page, or other cyberspace content that you propose to place on the World Wide Web or other computer network, including without limitation, the use of our trademarks or trade names in any electronic media. If you do not receive written approval within 15 days after we receive the materials, you must consider us to have disapproved the materials. You may not use any advertising or promotional materials that we have disapproved.

We maintain a Social Media and Social Networking Policy which is more specifically contained in our Manuals. Del Taco franchisees should consider the terms of this policy prior to engaging in any online activity.

In all cases, we will have sole discretion and control over any profile(s) using or relating to the Marks, or that display the Marks, that are maintained on social media outlets, including without limitation Instagram, MySpace, Facebook, TikTok and X (formerly known as Twitter) or other similar outlets, that may exist in the future. We may use part of the marketing fee monies we collect under the Franchise Agreement to pay or reimburse the costs associated with the development, maintenance and update of the profile(s). We may (but are under no obligation to) establish guidelines under which you may establish profiles or otherwise establish a presence on the social media outlets. In that event, you must comply with the standards, protocols and restrictions that we impose on that use.

Although we intend to use the monies to develop advertising and marketing materials and programs and to place advertising that will benefit the entire Del Taco System, we have no obligation to use the contributions made from your Restaurant or from the Restaurants in your area for advertising in the area in which your Restaurant operates. We cannot assure you that your Restaurant will benefit directly or in proportion to your contribution.

During our last fiscal year, we spent the total marketing fees as follows: 10.4% for the production of advertisements and other promotional materials; 11.6% for general and administrative expenses; 13.0% for other expenses, including agency fees, marketing technology and research; and 65.0% for media placement. There was a surplus of approximately $268,350 in the marketing fund as of September 28, 2025 .

We do not have any marketing funds audited. However, you have the right to review the financial statements for the marketing funds once a year on reasonable request. If any funds remain at the end of the tax year in which we received them, we will make all expenditures in the following year first out of the accumulated earnings from the prior years. We do not use any of the marketing fees to pay for the solicitation of new franchisees.

As mentioned in Item 8 above, vendors pay us marketing allowances based on your purchases, which we currently choose to apply to our advertising programs. We do not currently have any local or regional advertising cooperatives.

As a part of our marketing program, we may require that you participate in customer surveys and use a computer software program (see Item 8) to compile the requested information, at your expense.

Del Taco Franchise Advisory Council

We may periodically establish a Franchise Advisory Council ("FAC") comprised of six franchisee representatives selected by us. The FAC serves in an advisory capacity, and we have the right to change, dissolve and reform the council.

Computer Systems

All new Del Taco franchisees must purchase their point-of-sale and back-office equipment and software from vendors that we may designate or approve and must enter into the Hardware and Software License and Support Agreement attached as Exhibit G-1 to this Disclosure Document. The Franchise Agreement and the Development Agreement require that you obtain and install in your Restaurant the data processing equipment, computer hardware, kitchen display systems, credit card processing machines, required dedicated telephone and power lines, modems, printers, and other computer-related accessory and peripheral equipment, as well as point-of-sale equipment and timers, compatible with our electronic collection and retrieval systems. You must implement high-speed internet service and a secure network with both anti-virus and anti-malware software, and a professionally managed firewall in your Restaurant. You must use only the software programs, network services, and Internet service providers we have approved. We also have the right to require proprietary operating systems and processes relative to point-of-sale, bookkeeping, operations, customer relationship management, financial information, inventory, workforce management, timeclocks, loyalty program hardware, compliant credit card processing machines, kitchen display systems and speed of service processes in connection with the operation of your Restaurant. Additionally, we have the right to require that you input and maintain in your computer the software programs, data and information that we may prescribe. Your estimated costs to purchase or lease the computer system will range from $59,000 to $100,000. If you elect to purchase any such computer-related hardware or equipment through us, we will purchase the hardware or equipment on your behalf from approved third-party vendors and we will resell such hardware or equipment to you at no markup; that is, you will reimburse us in full for our costs of such hardware or equipment. After your Restaurants opens, you and we will reconcile the total, actual purchase price of the hardware or equipment we purchased on your behalf and you will reimburse us for the amount of the purchase price.

We may require that you pay the subscription costs or other fees for this optional software, and any other software programs we may designate in the future.

Before the opening of your Restaurant, we will provide technical support at your Restaurant through the first day of opening of your Restaurant. The date and time of the pre-opening support will be determined by us in our sole discretion. You must reimburse us for our travel, meals, lodging and expenses.

You will use the point-of-sale and back office systems to collect, fill and account for your customer orders; collect and monitor a variety of sales data, including gross sales, net sales, discounts, ticket averages, traffic and other sales data; place electronic orders for your inventory and supply items; prepare and distribute your employee work schedules; collect and monitor your food costs, labor costs, and other expenses; and perform sales forecasting, food preparation projections, ideal food cost analyses, menu mix analyses, cash management and other activities.

You must implement all modifications, upgrades and updates that we require with regard to the equipment, software and systems described above at your sole cost and expense. The Franchise Agreement and the Hardware and Software License and Support Agreement do not contain any contractual limitations on the frequency or cost of that obligation.

We provide support services for your required technology systems. The cost of our support services is currently $173.81 per Restaurant per month for your 1st through 5th Restaurants, $148.82 per Restaurant per month for your 6th through 10th Restaurants, and $123.84 per Restaurant per month for the 11th Restaurant and beyond. Upon notice, we may increase this fee to the then-current amount being charged new franchisees. That amount includes all necessary maintenance, repair, upgrades and updates to our proprietary software. You must pay the costs of maintaining and repairing your computer equipment. Your annual equipment maintenance and repair costs will vary depending on your specific needs.

You must participate in our electronic guest experience measurement program, which provides data regarding customer satisfaction with your Restaurant, among other information. No fee is charged, currently. This cost is currently covered by Marketing Fees, but we reserve the right to charge you in the future. See Item 6.

We may independently access your computer system at any time to retrieve and use any data and information from your computer system. There are no contractual limitations on our right to access such information.

Del Taco Operations Manuals

On request, we will permit you to view our Operating Manuals and other manuals at our headquarters or elsewhere as mutually arranged before you purchase a Del Taco franchise.

We will notify our franchisees of our current specifications, standards, and approved vendors in writing, by letter or by email, and through the publication of operating manuals, including the Manuals. The Manuals and communications regarding System standards and specifications are incorporated by reference into and are part of the Franchise Agreement and have the same force and effect as other provisions of the Franchise Agreement.

Training

Before opening your Restaurant, we offer a Franchise Management Training Program (the "FMTP") to qualify you, your Operating Principal and your Restaurant's managers to operate the Restaurant in accordance with our standards and procedures. Included in the FMTP is pre-opening training to enable you, your Operating Principal, one full-time restaurant manager ("Restaurant Manager") and at least 5 additional shift managers to learn the proper preparation and presentation of our food products. We require that each of these personnel spend 240 hours before the Restaurant's opening in this pre-opening training portion of the FMTP and receive certification from us. We issue that certification based on completion of the FMTP to our satisfaction. We require the completion of all FMTP training generally at least 3 weeks before the opening of your Restaurant. The Restaurant Manager of each Restaurant must have a minimum of one year of quick service restaurant management experience, spend 240 hours before the Restaurant's opening in this pre-opening job training session, satisfactorily complete the training program, and receive our certification. Any subsequent Restaurant Manager that you may hire also must have the minimum one year of quick service Restaurant management experience, satisfactorily complete the training program, and receive our certification. Restaurants with 24-hour operations must always have a minimum of one certified Restaurant Manager and 5 shift managers, unless the Restaurant is one of your first two Del Taco Restaurants. Restaurants without 24-hour operations must have a minimum of one Restaurant Manager

and 4 shift managers, unless the Restaurant is one of your first two Del Taco Restaurants. An assistant manager is not required but may take the place of one shift manager in any Restaurant. You and/or your Operating Principal may serve as one or more of the required number of trained managers for your first Restaurant.

If the Restaurant is one of your first two Del Taco Restaurants, we require the following staffing: Restaurants with 24-hour operations must always have a minimum of one Restaurant Manager and 9 shift managers. Restaurants without 24-hour operations must have a minimum of one Restaurant Manager and 7 shift managers. An assistant manager is not required but may take the place of one shift manager in any Restaurant. Prior to the approval of start of construction for each additional Restaurant, a written plan for shift manager candidates must be identified or starting training in another Restaurant. This includes candidates for any managers (shift managers and Restaurant Managers) who will be moving from an existing Restaurant to a new Restaurant. Prior to opening the next store, all of the managers who will remain in your existing stores must be certified.

The 5-week in-Restaurant training program takes place in a certified training Restaurant as and when needed. In addition to the 5 weeks of in-Restaurant training, we require completion of our virtual management training courses for shift managers and above. Assistant managers must attend a one-day in-person class to obtain assistant manager certification. Starting in fiscal year 2024, Restaurant Managers must attend a two-day in-person class to obtain Restaurant Manager certification.

We require a 2-week training program for your crew, the Franchise Pre-Opening Crew Training ("FPCT"). You must designate a minimum of 50 crew candidates (40 if no Breakfast or Late Night) to participate in the FPCT for 2 weeks before the opening of your Restaurants. We will lead the crew training of your first restaurant as well as certifying the identified new restaurant trainer or Restaurant Manager from your organization who will participate in the 2-week training program. For your second restaurant, we will assist the certified trainer from your organization as we deem appropriate throughout the 2-week crew training. Initial trainings are held as needed prior to the opening of your Restaurant. Additional training may be needed in the territory where you are developing a new Restaurant.

We maintain a formal training staff. Our training managers have served in many capacities in the Restaurant industry, including management in Del Taco Restaurants. Our senior training management has received formal training and certifications in hospitality training. Meghan Kelley, our Vice President, Training & Operations Support, oversees our training programs. Ms. Kelley has served in this position since May 2025 and has over 20 years of experience in restaurant operations. Our training materials consist of a Manager-in-training Manual, e-learning content, the Del Taco Products & Procedures Manual, and the New Market Opening Playbook, which is provided virtually to all new franchisees five to six months prior to opening.

After your first Restaurant opens and you train new employees, we will monitor the level of training and assist you in the maintenance of proper training of your management and crew to promote the proper use of the Del Taco System. We will make instore training available to all of your future management employees on our e-learning platform for the term of the Franchise Agreement. We do not charge a training fee payable for the above-described training, however, you must pay for all costs and expenses, like salaries, wages, supplies, rooms, meals and transportation for you, your managers, and each of your employees participating in the training program. Franchisees are responsible for costs and expenses related to any required food safety (Serv Safe Certification) and food handler certifications.

The following chart summarizes the subjects taught during the training:

TRAINING PROGRAM

Subject	Hours of Training	Hours of On-the-job Training	Location
Team Member 5-Week Orientation: (policies and procedures, safety), Grill, Taco Bar and Service Prep Station Training	0	200	Nearest Certified Training Restaurant
*Management Training: Includes operations, supervision, administrative training, Shift Management, Guest Services, Interpersonal Skills	40	200	Nearest Certified Training Restaurant**
Food Safety: One Week of Training	8	0	Nearest Certified Training Restaurant
Totals	48	400	

* All Del Taco Restaurant Managers are required to have a current valid Serv Safe Certification. This certification is the franchisee's responsibility but it is required to be a certified Del Taco Restaurant Manager.

** Certified Training Restaurants may be franchised or company-owned Restaurants and are located in various states. You may attend training at the Certified Training Restaurant nearest to you.

ITEM 12
TERRITORY

Franchise Agreement

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

The Franchise Agreement grants you the right to operate a Del Taco restaurant at a single location selected by you and approved by us. If an approved location has not been identified when you execute the Franchise Agreement, a Site Selection Addendum to the Franchise Agreement will identify market points as determined by us (the "Site Selection Area") which will be within an approximate one-mile radius in which you may search for a site. When establishing market points, we consider various information, such as the locations of other restaurants, direct and indirect competition, store characteristics, historical consumer source surveys, sales history, mobile customer data, demographics, and psychographics, among others. Once approved by us, we will list the Restaurant's approved location on Exhibit A of the Franchise Agreement.

Subject to certain reserved rights in the Franchise Agreement, we will grant you a protected area around the approved location of the Restaurant (the "Protected Area"). The Protected Area is a circular area within

a one-mile radius from the front door of your Del Taco Restaurant, excluding Alternative Points of Distribution (described in the Franchise Agreement).

You are required to operate the Restaurant only at the location we approve. You may not operate the Restaurant or offer or sell any products or services at or from any location other than the approved location identified in Exhibit A of the Franchise Agreement. We do not restrict you from soliciting or accepting food or beverage orders from consumers outside your Protected Area, including the internet, catalog sales, telemarketing, or direct marketing. However, we have the right to approve all advertising and marketing media and materials you wish to use. No restrictions exist that prevent us from soliciting or accepting orders from consumers inside your Protected Area in the same manner, and we will owe you no compensation if we do so. You may not relocate the Restaurant without our prior written consent. You must comply with our then-current site selection and construction standards.

We will not operate or license others the right to operate any Del Taco Restaurant at a physical premises located within the Protected Area (subject to the reservations and limitations described in the Franchise Agreement) during the term of your Franchise Agreement. Except as expressly limited by the previous sentence, we and our affiliates retain all rights with respect to Del Taco restaurants, other branded, co-branded, or multi-branded restaurants, the Proprietary Marks, the sale of similar or dissimilar products and services, and any other activities we deem appropriate whenever and wherever we desire.

The restrictions on our right to operate in your Protected Area do not apply to any Del Taco Restaurant existing or under development on the date the Franchise Agreement is signed. We are not required to pay you if we or our affiliates exercise any of the rights specified above inside or outside your Protected Area.

Development Agreement

If you sign a Development Agreement, you will have the right and obligation to develop an agreed-upon number of Del Taco restaurants within a defined geographic area (the "Development Area") during the term of, and subject to a prescribed schedule ("Development Schedule) and other conditions set forth in, the Development Agreement.

The size and scope of the Development Area, which will be set forth in Exhibit A to the Development Agreement when you execute your Development Agreement. The Development Area will be defined by market points as determined by us. When establishing market points, we consider various information, such as the locations of other restaurants, direct and indirect competition, store characteristics, historical consumer source surveys, sales history, mobile customer data, demographics, and psychographics, among others. In most cases, the Development Agreement gives you no option or right to increase, reduce or otherwise change your Development Area, the number of restaurants you must open, or the time period in which you must open the restaurants.

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

Subject to your full compliance with the Development Agreement and any Franchise Agreements or other contracts with us or our affiliates, we will grant you limited exclusivity rights to develop Del Taco Restaurants in the Development Area during the term of the Development Agreement. Subject to the reservations and limitations described in the agreements, we will not establish, or grant franchises for others to establish, Del Taco Restaurants in the Development Area during the term of the Development Agreement. Except as expressly limited by the previous sentence, we and our affiliates retain all rights with respect to Del Taco restaurants, other branded, co-branded, or multi-branded restaurants, the

Proprietary Marks, the sale of similar or dissimilar products and services, and any other activities we deem appropriate whenever and wherever we desire.

The Development Agreement gives you no option or right to increase, reduce, or otherwise change your Development Area, the number of restaurants you must open, or the Development Schedule during which you must open the restaurants. The restrictions on our right to operate in your Development Area do not apply to any Del Taco Restaurant existing or under development on the date the Development Agreement is signed. We are not required to pay you if we or our affiliates exercise any of the rights specified above inside or outside your Development Area.

As a condition to exercising your development rights under your Development Agreement, you must remain in full compliance with all provisions of your Development Agreement and any other agreements (including any Franchise Agreements) between you and your affiliates and us and our affiliates. You must execute a separate Franchise Agreement, on our then-current form of franchise agreement, for each Restaurant. Each proposed site must satisfy our then-current site selection criteria, and you must submit to us in a timely manner all information and documents requested by us in connection with the Development Agreement or any other agreements to be executed between you and any of your affiliates and us or any of our affiliates, and you must have taken such additional actions in connection therewith as may be requested by us.

Operations of Our Affiliate Under Different Trademarks

Our affiliates, NTGF and TCF franchises quick-service restaurants that operate under the "Nick the Greek" and "Taco Cabana" trademarks respectively. Nick the Greek restaurants offer a variety of Greek inspired foods and Taco Cabana restaurants offer traditional Mexican-style food. NTGF and TCF operate from principal business addresses that are not the same as ours. Nick the Greek or Taco Cabana restaurants may be located near your Del Taco restaurant's location, and may solicit and accept orders from customers near your Del Taco restaurant's location or within your Protected Area (under a Franchise Agreement), or Development Area (under a Development Agreement). These restaurants may be located within your Protected Area or Development Area, or open there at any time. Though we have no current plans to do so, we and our affiliates (including those identified in Item 1) may operate or franchise co-branded or multi-branded Restaurants within your specified area that use our trade name, trademarks, and service marks together with the trade name, trademarks and service marks of one or more related or unrelated companies. We do not anticipate conflicts with, or between, Del Taco franchisees, Nick the Greek franchisees or and Taco Cabana franchisees. If a conflict does arise, we will analyze the conflict and take actions (if any) that we deem appropriate, which may include participating in nonbinding mediation.

ITEM 13
TRADEMARKS

We grant you the right to operate a Restaurant under the name "Del Taco" and to use those other current or future marks that we designate for the operation of your Restaurant. By "Marks," we mean trade names, trademarks, service marks, and logos used to identify your Restaurant.

In addition to other registered Marks, we have registered the following principal Marks with the United States Patent and Trademark Office on the Principal Register, and we have filed all required affidavits and renewals for continued use regarding the following Marks:

Mark	Registration Number	Registration Date
Del Taco	3578966	February 24, 2009
Del Taco (with 3-D Sunrise)	2492285	September 25, 2001
Del Taco (with sunrise logo)	1830903	April 12, 1994

Mark	Registration Number	Registration Date
Del Taco (with sunrise logo)	1793268	September 14, 1993

The Franchise Agreement requires that we protect any or all rights that you have to use our principal Marks and to protect you against claims of infringement or unfair competition with respect to the same. You must inform us promptly in writing of any infringement of the Marks by another party and of any litigation instituted against Del Taco relating to the Marks. We have the right, but not the obligation, to take action as we deem advisable to prevent any infringement and to join you as a party, if necessary. You must assist us, as our counsel decides appropriate, in protecting our interest in the Marks.

If we decide, in our sole discretion, to modify or discontinue use of any name or Mark and/or use one or more additional or substitute names or Marks, you must do so and we do not have to reimburse you for any costs associated with complying with that obligation.

We do not have to indemnify you against, or reimburse you for, any damages that you suffer in any proceeding arising out of the use of any name or Mark or for any costs incurred by you in the defense of any of those claims.

There are no effective material determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state or any court; any pending infringement, opposition or cancellation proceedings; or any pending material litigation involving our Marks relevant to their use in any state. We have no agreements which significantly limit our rights to use or license the use of our Marks. We know of no prior rights or infringing uses that would have a material effect on your use of our Marks.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We hold no patents material to the Del Taco franchise.

We claim copyright protection in our Manuals and related materials, although we have not registered those copyrights with the United State Copyright Office. We consider the Manuals and related materials confidential, proprietary and our property. You may use them only in the operation of your Restaurant as provided in the Franchise Agreement. You may not use our confidential and proprietary information in any unauthorized manner and must take reasonable steps to prevent its disclosure to others. Your right to use those materials continues as long as the Franchise Agreement remains in effect.

Neither the United States Copyright Office nor any court has made any currently effective material determinations regarding any of our copyrighted materials. We have no agreements in effect that significantly limit our right to use or license the use of our copyrighted materials. Finally, we know of no infringing uses that could materially affect your use of our copyrighted materials in any state. We have no obligation to protect or defend our copyrights or confidential information, although we intend to do so when in the best interest of our system.

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

We require you to participate personally in the direct operation of the franchise. If you operate as a legal entity, someone affiliated with your organization and approved by us must participate personally in the operations. Your designated Operating Principal and you must attend and satisfactorily complete the initial training program conducted by us as described in Item 11. To ensure a consistent brand experience, we

require that the person responsible for the direct operation of the franchise have at least two years of experience (for a single unit franchisee) as a manager of a quick service Restaurant or at least five years of experience (for a multi-unit franchisee) as a manager of a quick service Restaurant, and an equity interest of at least 10% in the business.

You will control and be solely responsible for the day-to-day operation of the Restaurant and the terms and conditions and employment of your personnel, including the soliciting, hiring, firing, disciplining, paying, scheduling, and managing of your employees.

We may require that you and each person who is actively involved in the operation of the franchise, including the manager, execute an agreement in the form provided by us, under which each of you agree not to divulge any of our trade secrets or confidential or proprietary information, including the contents of any of our manuals, or to participate in or have any interest in any competitive business.

If you operate as a legal entity, we will require all of your owners to execute the personal guaranty of your obligations attached to the Franchise Agreement and Development Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale and sell only those products and services that we have approved. You may not offer for sale any products or perform any services that we have not authorized previously in writing. See Items 8 and 9, above. We have the right to change the types of authorized products and services, without limitation. We do not restrict whom you may serve. You generally must keep your Del Taco Restaurant open to the public 24 hours each day, every day of the year, except Christmas. Any changes to these opening hours must be expressly approved in writing by Del Taco.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

The following table lists certain important provisions of the Franchise Agreement pertaining to renewals, terminations, transfers and dispute resolutions. You should read those provisions in the Franchise Agreement attached as Exhibit E to this Disclosure Document.

THE FRANCHISE RELATIONSHIP

Provision	Section in the Agreement	Summary
a. Term of the franchise	2.1	The initial term expires 20 years after the date the Restaurant opens.
b. Renewal or extension of the term	2.2	We offer 1 additional term, which shall be the lesser of (a) twenty (20) years or (b) the remaining term of the lease for the Restaurant premises.
c. Requirements for you to renew or extend	2.2.1 – 3	No default may exist under the existing agreement. Provide notice of renewal at least 12 months in advance. We will require that you sign a new Franchise Agreement (which may contain materially different terms and conditions than your original franchise agreement and which may increase the fees payable by you), sign a general

Provision	Section in the Agreement	Summary
		release (see Exhibit I), all monetary obligations have been met, and pay a Renewal Fee and Promotional Fee. We also may require that you remodel your Restaurant and complete additional training.
d. Termination by you	Not Applicable	Not Applicable, subject to state law. Developers may terminate under any grounds permitted by law.
e. Termination by us without cause	Not Applicable	Not Applicable
f. Termination by us with cause	13	We may terminate upon default.
g. "Cause" defined-defaults which can be cured	13.3	You have 30 days to cure operational defaults and 5 days for monetary defaults.
h. "Cause" defined defaults which cannot be cured	13.2	The term "cause" includes danger to health or safety, bankruptcy, assignment for the benefit of creditors, felony conviction, repeated violations, execution of levy not discharged within five days, attachment of property, and unsatisfied final judgments of $50,000 or more for 30 days or longer.
i. Your obligations on termination and non-renewal	14	You must pay amounts due, cease the use of our Marks, return our manuals, and de-identify the Restaurant.
j. Assignment of contract by us	12.1	The agreement has no restriction on our right to assign.
k. "Transfer" by you – definition	12.3	The term "transfer" includes the transfer of the agreement, the Restaurant's assets, or any interest in you.
l. Our approval of transfer by you	12.4	We have the right to approve all transfers; we will not withhold our consent unreasonably.
m. Conditions for our approval of transfer	12.4	No default may exist and you pay all amounts due and sign a general release; the transferee must complete our training and meet all of our other requirements, sign our then-current form of franchise agreement, and pay a transfer fee.
n. Our right of first refusal to acquire your business	12.6	We have an option for 30 days to purchase upon same terms and conditions offered to the third party.
o. Our option to purchase your business	12.6	We have an option to purchase your business upon the termination or expiration of your Franchise Agreement.
p. Your death or disability	12.7 and 12.8	We will not withhold consent unreasonably to a transfer to a third party within 6 months, provided the transferee meets our general conditions of transfer.

Provision	Section in the Agreement	Summary
q. Non-competition covenants during the term of the franchise	10.5	You cannot use the Del Taco System or any other names, marks, systems, logotypes, symbols or foodstuffs provided by us or an approved supplier in connection with another Restaurant; you cannot operate any "competitive business", which means a Restaurant or food service business that offers one or more Mexican or similar style menu items, and is operated in a quick service, fast food, or fast casual format. (subject to state law)
r. Non-competition covenants after the franchise terminates or expires	10.6	For a period of two years, you cannot operate a competitive business within two miles of your original location or any other existing Del Taco Restaurant. (subject to state law)
s. Modification of the agreement	23	No changes can take place unless mutually agreed to in writing.
t. Integration/ merger clause	23	Only the written terms of the agreement and exhibits bind the parties. Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments. Any representations or promises outside of the Franchise Disclosure Document and other agreements may not be enforceable. (subject to state law)
u. Dispute resolution by arbitration or mediation	17	The parties must arbitrate any controversy or claim, except that either party may file for preliminary injunctive relief, a restraining order, or order of specific performance, including, without limitation, injunctive relief pertaining to the use of the Del Taco System and Marks.
v. Choice of forum	17.2 and 17.3	All litigation and arbitration must take place in Orange County, California, subject to applicable state law. See Exhibit F.
w. Choice of law	17.1 and 17.3	California law applies, subject to applicable state law. See Exhibit F.

The following table lists certain important provisions of the Development Agreement pertaining to renewals, terminations, transfers and dispute resolutions. You should read those provisions in the Development Agreement attached as Exhibit D to this Disclosure Document.

THE DEVELOPER RELATIONSHIP

Provision	Section in the Agreement	Summary
a. Term of the franchise	3	The term runs from date of execution to the earlier of the opening date of the last Restaurant required or the actual opening date of the last Restaurant required.
b. Renewal or extension of the term	Not Applicable	Not Applicable
c. Requirements for you to renew or extend	Not Applicable	Not Applicable
d. Termination by you	Not Applicable	Area developers may terminate under any grounds permitted by law.
e. Termination by us without cause	Not Applicable	Not Applicable
f. Termination by us with cause	15	We can terminate only if you commit any one of several listed violations.
g. "Cause" defined-defaults which can be cured	14	You have 5 days to cure any monetary defaults and 30 days to cure any other defaults listed in the Development Agreement.
h. "Cause" defined-defaults which cannot be cured	14	Grounds for immediate termination include your failure to comply with your Development Schedule, insolvency, having a receiver appointed, having an unsatisfied final judgment of $50,000 or more for 30 days or longer, having your property attached and the proceedings not dismissed within 30 days, having repeated violations, a suffering a felony conviction, or defaulting under any Franchise Agreement or other agreement with us. Termination of your Development Agreement will not affect your rights to operate Restaurants under a Franchise Agreement unless and until such Franchise Agreement expires or is terminated.
i. Your obligations on termination and non-renewal	15	You must cease to select or develop sites for Del Taco Restaurants.
j. Assignment of contract by us	None	The agreement does not restrict our right to assign.
k. "Transfer" by you – definition	12	The term "transfer" includes a transfer of the agreement or any ownership interest in you.
l. Our approval of transfer by you	12	You do not have any right to transfer the agreement.
m. Conditions for our approval of transfer	12	You do not have any right to transfer the agreement.

Provision	Section in the Agreement	Summary
n. Our right of first refusal to acquire your business	Not applicable	Not applicable.
o. Our option to purchase your business	Not applicable	Not applicable
p. Your death or disability	Not applicable	Not applicable
q. Non-competition covenants during the term of the franchise	17(e)	You cannot have any interest in a competitive business within the protected area of any Restaurant operated under a franchise agreement executed pursuant to the Development Agreement or any other existing Del Taco restaurant. (subject to state law)
r. Non-competition covenants after the franchise terminates or expires	17(e)	You cannot have any interest in a competitive business for two years after expiration or termination, within the protected area of any Restaurant operated under a franchise agreement executed pursuant to the Development Agreement or any other existing Del Taco restaurant. (subject to state law)
s. Modification of the agreement	23	All changes require mutual agreement in writing.
t. Integration/ merger clause	23	Only the written terms of agreement and the exhibits bind the parties. Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments. Any representations or promises outside of the Franchise Disclosure Document and other agreements may not be enforceable. (Subject to state law)
u. Dispute resolution by arbitration or mediation	18	The parties must arbitrate any controversy or claim, except that either party may file for preliminary injunctive relief, a restraining order, or order of specific performance, including, without limitation, injunctive relief pertaining to the use of the Del Taco System and Marks.
v. Choice of forum	18 and 20	All litigation and arbitration must take place in Orange County, California, subject to applicable state law. See Exhibit F.
w. Choice of law	20	California law applies, subject to applicable state law. See Exhibit F.

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote the Del Taco franchise.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The Federal Trade Commission's Franchise Rule permits us to provide information about the actual or potential financial performance of our franchised and/or company-owned Restaurants, if a reasonable basis for the information exists and we include the information in this Disclosure Document. We may give financial performance information that differs from the information included in this Item 19 only if (1) we provide the actual records of an existing Restaurant that you are buying or (2) we supplement the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

This Item 19 provides certain historic data regarding the past performance of existing franchised and company-owned Del Taco Restaurants. Presented below are certain average sales figures of all freestanding franchised Del Taco Restaurants, and certain average sales figures and operating figures of all freestanding company-operated Del Taco Restaurants for the 2021 to 2025 fiscal years. Please carefully read all of the information in this Item 19, and all of the notes following the charts, in connection with your review of the historical data.

Table 19-1

Presented below are the average sales figures for the freestanding franchised Del Taco restaurants that had been operating for at least 12 months, as of the end of the 2020 to 2025 fiscal years. During the fiscal years surveyed, no freestanding franchised restaurants closed after being open less than 12 months. At the end of our most recent fiscal year ended December 21, 2025, we had a total of 438 franchised restaurants. Of those, 420 constitute freestanding franchised restaurants, and 395 of them have operated for more than one year. These freestanding franchised Del Taco restaurants operate in Alabama (1), Arizona (33), California (229), Colorado (1), Florida (5), Georgia (13), Idaho (10), Michigan (1), Mississippi (1), Nevada (41), New Mexico (9), Ohio (1), Oregon (7), Utah (36), Virginia (1), and Washington (6). In our experience, the characteristics of the included freestanding restaurants do not differ materially from those of a freestanding restaurant that may be offered to a prospective franchisee.

Franchised Restaurant Sales					
Fiscal Year	**2025**	**2024**	**2023**	**2022 Annualized***	**2021**
Number of Restaurants (open at least 12 months)	395	387	275	278	277
Average Sales	$1,584,101	$1,613,899	$1,630,406	$1,618,863	$1,536,948
Number/ Percentage of Restaurants Greater than Average	188/48%	176/45%	120/44%	122/44%	118/43%

Franchised Restaurant Sales					
Fiscal Year	**2025**	**2024**	**2023**	**2022 Annualized***	**2021**
Median Sales	$1,543,077	$1,541,335	$1,515,241	$1,524,836	$1,464,398
Highest Sales	$7,465,832	$6,898,837	$6,100,496	$5,717,244	$5,328,021
Lowest Sales	$493,557	$380,237	$485,805	$512,068	$526,215

*In 2022, we changed our fiscal year. As a result, unlike prior years, the 2022 fiscal year was not a 52-week period. Our reduced 2022 fiscal year was the 40-week period from December 30, 2021 through October 4, 2022. During that reduced period, the 278 freestanding franchised restaurants described in Table 19-1: had average sales of $1,245,279 (122 (44%) restaurants met or exceeded that average); had median sales of $1,172,951; the highest sales were $4,397,880; and the lowest sales were $393,898. These numbers have been annualized in the above table (by dividing the amount for the reduced 40-week 2022 fiscal year by 40 to get a weekly amount and then multiplying that weekly amount by 52) to reflect a 52-week period.

Table 19-2

Presented below are the (i) average sales and (ii) average operating figures before rent and real estate taxes, for the freestanding company-owned Del Taco restaurants that had been operating for at least 12 months, as of the end of each of the 2021 to 2025 fiscal years. At the end of our most recent fiscal year ended December 21, 2025, we had a total of 132 company-owned restaurants. Of those, 123 constitute freestanding restaurants, and 106 of them have operated for more than one year. These freestanding company-owned Del Taco restaurants operate in California (90), Florida (3), Michigan (4) and Oklahoma (9). A significant number of the freestanding company-owned Del Taco restaurants included in Table 19-2 and 19-2-A are located in geographic areas where the Del Taco brand is well known and established, for example, 90 of 106 (or 84.9%) company-owned restaurants included in Table 19-2 are located in California. Company-owned restaurants do not pay royalties but, like franchisees, do pay a marketing fee equal to 5% of net sales. Company-owned Del Taco restaurants offer and sell the same or substantially the same products and services as offered and sold by franchised Del Taco restaurants. Except as otherwise noted, in our experience, there are no material differences, whether from economies of scale or otherwise, in the costs or expenses incurred or paid by company-owned Del Taco restaurants as compared to franchised Del Taco restaurants.

Company-Owned Restaurant Sales and Operating Profit					
Fiscal Year	**2025**	**2024**	**2023**	**2022 Annualized***	**2021**
Number of Restaurants (open at least 12 months)	106	116	167	284	282
Average Sales	$1,760,933	$1,804,158	$1,745,657	$1,677,032	$1,622,531

Company-Owned Restaurant Sales and Operating Profit					
Fiscal Year	**2025**	**2024**	**2023**	**2022 Annualized***	**2021**
Number/percentage of Restaurants Greater than average Sales	41 / 39%	55 / 47%	79/47%	130/46%	133/47%
Median Sales	$1,925,864	$1,685,145	$1,711,439	$1,636,080	$1,598,285
Highest Sales	$3,114,877	$3,282,206	$3,321,599	$3,356,173	$3,139,139
Lowest Sales	$426,476	$545,581	$642,131	$579,226	$654,480
Average Operating Profit (before rent and real estate taxes)	$270,019	$383,324	$371,604	$372,631	$411,258
Number/percentage of Restaurants Greater than Average Operating Profit	52 / 49%	56 / 48%	83/50%	134/47%	134/48%
Median Operating Profit	$265,142	$375,429	$364,203	$360,937	$394,183
Highest Operating Profit	$818,982	$998,798	$982,412	$1,027,071	$1,064,332
Lowest Operating Profit	($169,512)	($97,334)	($49,077)	($24,782)	($11,347)

* During our reduced 2022 fiscal year (December 30, 2021 through October 4, 2022), the 284 freestanding company-owned restaurants described in Table 19-2: had average sales of $1,290,025 (130 (46%) restaurants met or exceeded that average); had median sales of $1,258,523; the highest sales were $2,581,671; the lowest sales were $445,559; average operating profit was $286,639 (134 (47%) restaurants met or exceeded that average); median operating profit was $277,644; the highest operating profit was $790,054; and the lowest operating profit was ($19,063). These numbers have been annualized in the above table to reflect a 52-week period.

Table 19-2-A

Presented below is a chart reflecting average operating results (before rent and real estate taxes) from the freestanding company-owned Del Taco Restaurants covered in Table 19-2. This chart shows the average sales and certain other operating costs and expenses of the freestanding company-owned Restaurants as of the end of the 2025, 2024 and 2023 fiscal years.

Table 19-2-A Freestanding Company-Owned Restaurant Average Operating Results (Fiscal Years 2024, 2023 and 2022)						
	2025		2024		2023	
	Dollars	Percent of Sales	Dollars	Percent of Sales	Dollars	Percent of Sales
Sales (2)	$1,157,329	100.0%	$1,804,158	100.0%	$1,745,657	100.0%
Food & Paper (5)	$459,440	26.1%	$462,413	25.6%	$484,701	27.8%
Labor (6)	$572,564	32.6%	$558,103	30.9%	$514,786	29.5%
Benefits (7)	$94,930	5.4%	$92,502	5.1%	$97,130	5.6%
Utilities (8)	$86,748	4.9%	$79,096	4.4%	$66,791	3.8%
Repairs & Supplies	$59,445	3.4%	$56,728	3.1%	$61,195	3.5%
Miscellaneous (9)	$109,846	6.3%	$86,058	4.8%	$69,769	4.0%
Controllable Expenses	$1,382,972	78.7%	$1,334,900	74.0%	$1,294,373	74.2%
Controllable Profit (10)	$374,357	21.3%	$469,258	26.0%	$451,283	25.8%
Advertising (11)	$69,999	4.0%	$72,217	4.0%	$69,826	4.0%
Local Advertising	$22,838	1.4%	$4,090	0.2%	$0	0.0%
Insurance (12)	$10,501	0.6%	$9,627	0.5%	$9,854	0.6%
Operating Profit Before Rent and Real Estate Taxes (13)	$270,019	15.4%	$383,324	21.2%	$371,604	21.2%
Imputed Royalty (5%)	$87,866		$90,208		$87,283	

Table 19-2-B

Presented below is a chart reflecting the high and low range operating results and median operating results before rent and real estate taxes from the freestanding company-owned Del Taco Restaurants covered in Table 19-2. This chart shows the operating results for the high, low and median freestanding company-owned Restaurants based on the operating profit (loss) before rent and real estate taxes as of the end of the 2025 and 2024 fiscal years.

	2025 High		2025 Median		2026 Low		2024 High		2024 Median		2024 Low	
		Percent of		Percent of		Percent of		Percent of		Percent of		Percent of
	Dollars	Sales	Dollars	Sales	Dollars	Sales	Dollars	Sales	Dollars	Sales	Dollars	Sales
Sales	$3,114,877	100.0%	$1,925,864	100.0%	$436,476	100.0%	$3,282,206	100.0%	$1,685,145	100.0%	$545,581	100.0%
Food & Paper	$754,505	24.2%	$548,446	28.5%	$146,070	33.5%	$785,647	23.9%	$419,504	24.9%	$172,209	31.6%
Labor	$877,422	28.2%	$606,682	31.5%	$232,763	53.3%	$890,661	27.1%	$509,567	30.2%	$264,406	48.5%
Benefits	$147,103	4.7%	$77,836	4.0%	$30,841	7.1%	$135,732	4.1%	$85,896	5.1%	$51,530	9.4%
Utilities	$98,271	3.2%	$77,836	4.3%	$34,154	7.8%	$104,960	3.2%	$67,077	4.0%	$33,118	6.1%
Repairs & Supplies	$61,991	2.0%	$59,287	3.1%	$51,846	11.9%	$65,674	2.0%	$62,895	3.7%	$44,125	8.1%
Miscellaneous	$195,567	6.3%	$142,732	7.4%	$75,047	17.2%	$180,636	5.5%	$81,582	4.8%	$45,019	8.3%
Controllable Expenses	$2,134,859	68.5%	$1,518,264	78.8%	$570,720	130.8%	$2,163,310	65.9%	$1,226,520	72.8%	$610,408	-111.9%
Controllable Profit	$980,018	31.5%	$407,600	21.2%	($134,244)	-30.8%	$1,118,897	34.1%	$458,625	27.2%	($64,827)	-11.9%
Advertising	$124,595	4.0%	$77,035	4.0%	$17,459	4.0%	$131,288	4.0%	$67,343	4.0%	$21,788	4.0%
Local Advertising	$93,446	3.0%	$54,108	2.8%	$15,211	3.5%	$4,258	0.1%	$6,829	0.4%	$7,665	1.4%
Insurance	$18,644	0.6%	$11,316	0.6%	$2,598	0.6%	$17,436	0.5%	$9,025	0.5%	$3,054	0.6%
Operating Profit Before Rent & Real Estate Taxes	$743,332	23.9%	$265,142	13.8%	($169,512)	-38.8%	$965,914	29.4%	$375,429	22.3%	($97,334)	-17.8%
Imputed Royalty (5%)	$155,744		$96,293		$21,824		$164,110		$84,257		$27,279	

Table 19-3

Presented below are the same store sales growth/contraction for all franchised Del Taco restaurants that had been operating for at least 18 months, as of the end of each of the 2016 to 2025 fiscal years. The figures compare the same store sales of all franchised Del Taco restaurants reported for the fiscal year against that reported by all franchised Del Taco restaurants for the immediately preceding fiscal year. During the fiscal years surveyed, no freestanding franchised restaurants closed after being open less than 12 months.

Table 19-3
Franchised Restaurant Same Store Sales
(Fiscal Year 2015 – 2024)

Fiscal Year	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Number of Restaurants	466	453	410	301	296	286	278	250	242	238
Same Store Sales Increase	-4.6%	-1.6%	1.4%	4.8%	8.9%	1.4%	1.3%	3.8%	4.6%	4.9%
Number/% of Restaurants Greater than Average	239 / 51%	232 / 51%	184/45 %	146/49%	162/55%	138/47%	134/48%	117/47%	125/52%	123/52%
Median Same Store Sales	-4.4%	-1.5%	0.4%	4.3%	9.8%	0.6%	1.1%	3.6%	5.0%	5.1%
Highest Same Store Sales	15.6%	48.1%	49.5%	52.8%	86.9%	43.5%	19.0%	43.2%	24.4%	29.8%
Lowest Same Store Sales	-41.9%	-39.8%	-41.8%	-33.1%	-44.7%	-32.3%	-21.7%	-31.1%	-26.2%	-21.0%

NOTES

(1) We changed our fiscal year in 2022. Our 2022 fiscal year was the period from December 30, 2021 through October 4, 2022.

(2) "Sales" for purposes of this Item 19 means the total net cash sales for all of the Restaurants in each category, and includes the sales of all food, beverages and promotional items net of sales taxes. The Franchise Agreement requires franchisees to pay a 5% royalty on Sales. Unlike franchisees, company-owned restaurants do not pay any royalties.

(3) "Average Sales" means the total Sales figure for all of the surveyed Restaurants in each category, divided by the total number of Restaurants surveyed.

(4) "Operating Profit" means all ordinary and recurring operating expenses minus interest, income taxes, depreciation and amortization.

(5) Food and paper costs can vary depending on the prevailing costs in the area of the country in which your Restaurant operates and the specific shipping costs involved in getting the products to your Restaurant.

(6) Labor includes wages paid to all hourly and management employees working in the Restaurant. Your cost could vary depending on the prevailing wage rates of the area of the country in which

your Restaurant operates and the specific labor laws. This item does not include owners' wages, draws, or other compensation.

(7) Benefits include all employer and payroll taxes, including worker's compensation, plus amounts for vacation, health insurance and Restaurant manager bonuses. Factors which could make your costs differ from our costs include the amount of vacation time granted, the amount and type of insurance coverage provided to employees, and your specific workers' compensation program.

(8) Utilities and repair and maintenance costs vary somewhat with the sales volume. Variables which could impact your total utilities and maintenance include the region of the country in which your Restaurant operates.

(9) Miscellaneous costs include local marketing fees, card processing fees and daily cash over or short expenses for the Restaurant.

(10) Sales minus the six line items above, inclusive, comprise "Controllable Profit."

(11) Advertising costs include the cost of developing and executing various marketing programs for our Restaurants. That includes production and placement of media and print advertising, as well as the cost of in-Restaurant, placards, and similar items. Please consult the Franchise Agreement for provisions regarding the level of advertising expenditures that you must make. Like franchisees, company-owned restaurants pay a marketing fee equal to 5% of Sales.

(12) The insurance costs include comprehensive general liability, property and casualty insurance. The amount does not include the 5% royalty fee that you must pay under the Franchise Agreement.

(13) Rent and real estate taxes include base and percentage rent, if any, as well as annual property taxes. Rent and taxes will vary based on the location and size of the property. You also may have to pay other occupancy costs like common area maintenance fees, equipment lease fees, and various taxes and license fees. Those costs will vary depending upon the specifically negotiated common area provisions, lease terms, and local taxes, assessments and license fees.

The data in Table 19-1 does not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the gross sales figures to obtain the net cash sales figures. The data in Tables 19-1 and 19-3 was prepared from internal records provided to us by the franchisees of those Restaurants. Franchisees are not required to report cost and expense data to us, and we do not have these operating costs for franchisees. We did not verify that the franchisee records were prepared in accordance with generally accepted accounting principles. The data in Tables 19-2, 19-2-A and 19-2-B was prepared from our internal records.

The information presented in this Item 19 has not been audited. You should conduct an independent investigation of the costs and expenses you will incur in operating your Del Taco Restaurant. Franchisees and former franchisees listed in this Disclosure Document may be one source of information.

Your sales and operating expenses may differ from ours because of several factors, like the royalty payment, trade area of your Restaurant, the quality and experience of your management, the extent to which you exceed our specifications and standards, the amount of land, building and equipment leased or purchased, and certain economies of scale that we have because we operate many Restaurants. In addition, the amounts presented exclude all overhead costs, such as above Restaurant level supervision and legal and professional fees. You will incur additional costs not described above, including, for example, royalty payments, legal and professional fees and other overhead costs. We have presented pre-tax estimated profits. The analysis does not include any estimates of federal, state, or local taxes that you may have to pay.

Some outlets have earned this amount. Your individual results may differ. There is no assurance you will earn as much.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representation, Del Taco LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting our Vice President, General Counsel, Mr. Jack Tang, Del Taco LLC, 25521 Commercentre Drive, Suite 150, Lake Forest, California 92630, (949) 462-9300, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
SYSTEM-WIDE OUTLET SUMMARY
FOR FISCAL YEARS 2023 TO 2025

Outlet Type	Year	Outlets at Start of Year	Outlets at End of Year	Net Change
Franchised	2023	301	421	+120
	2024	421	461	+40
	2025	461	438	-23
Company-Owned	2023	290	171	-119
	2024	171	133	-38
	2025	133	132	-1
Total Outlets	**2023**	**591**	**592**	**+1**
	2024	**592**	**594**	**+5**
	2025	**594**	**570**	**-24**

TABLE NO. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN FRANCHISOR)
FOR FISCAL YEARS 2023 TO 2025

State	Year	Number of Transfers
Alabama	2023	0
	2024	0
	2025	2
California	2023	9
	2024	14
	2025	5

State	Year	Number of Transfers
Colorado	2023	0
	2024	18
	2025	18
Total	**2023**	**9**
	2024	**32**
	2025	**34**

TABLE NO. 3
FRANCHISED OUTLETS STATUS SUMMARY
FOR FISCAL YEARS 2023 TO 2025

State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Outlets Reacquired by Franchisor	Outlet Ceased Operations for Other Reasons	Outlets at End of the Year
Alabama	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	1	0	0	0	1	2
Arizona	2023	39	0	0	0	0	0	39
	2024	39	2	0	0	0	2	39
	2025	39	1	0	0	0	2	38
California	2023	135	77	0	0	0	2	210
	2024	210	35	0	0	0	1	244
	2025	244	15	0	0	0	6	254
Colorado	2023	20	0	0	0	0	0	20
	2024	20	0	0	0	0	1	19
	2025	19	1	0	0	18	0	2
Florida	2023	3	3	0	0	0	0	6
	2024	6	4	0	0	0	0	10
	2025	10	4	0	0	0	7	7
Georgia	2023	10	1	0	0	0	0	11
	2024	11	13	0	0	1	0	23
	2025	23	0	0	0	0	10	13
Guam	2023	1	0	0	0	0	1	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Idaho	2023	10	1	0	0	0	0	11
	2024	11	1	0	0	0	0	12
	2025	12	0	0	0	0	2	10
Michigan	2023	10	0	0	0	0	0	10
	2024	10	0	0	0	9	0	1
	2025	1	0	0	0	0	0	1
Mississippi	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Outlets Reacquired by Franchisor	Outlet Ceased Operations for Other Reasons	Outlets at End of the Year
Nevada	2023	9	37	0	0	0	1	45
	2024	45	0	0	0	0	1	44
	2025	44	1	0	0	0	2	43
New Mexico	2023	12	2	0	0	0	1	13
	2024	13	0	0	0	0	0	13
	2025	13	0	0	0	0	3	10
North Carolina	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	0	2
Ohio	2023	3	1	0	0	0	0	4
	2024	4	0	0	0	0	2	2
	2025	2	1	0	0	0	1	2
Oregon	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	1	8
	2025	8	1	0	0	0	1	8
South Carolina	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Utah	2023	34	1	0	0	0	0	35
	2024	35	1	0	0	0	0	36
	2025	36	1	0	0	0	0	37
Virginia	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Washington	2023	5	1	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	1	0	0	0	0	7
Totals	**2023**	**301**	**125**	**0**	**0**	**0**	**5**	**421**
	2024	**421**	**58**	**0**	**0**	**10**	**9**	**461**
	2025	**461**	**30**	**0**	**0**	**18**	**35**	**438**

TABLE NO. 4
COMPANY-OWNED OUTLETS STATUS SUMMARY
FOR FISCAL YEARS 2023 TO 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
California	2023	228	0	0	4	76	148
	2024	148	1	0	4	34	111
	2025	111	0	0	4	13	94

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Colorado	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	18	1	0	17
Florida	2023	1	0	0	0	0	1
	2024	1	2	0	0	0	3
	2025	3	1	0	1	0	3
Georgia	2023	14	0	0	2	0	12
	2024	12	0	1	0	13	0
	2025	0	0	0	0	0	0
Michigan	2023	0	0	0	0	0	0
	2024	0	0	9	0	0	9
	2025	9	0	0	0	0	9
Nevada	2023	37	0	0	2	35	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Oklahoma	2023	10	0	0	0	0	10
	2024	10	0	0	0	0	10
	2025	10	0	0	1	0	9
TOTAL	**2023**	**290**	**0**	**0**	**8**	**111**	**171**
	2024	**171**	**3**	**10**	**4**	**47**	**133**
	2025	**133**	**1**	**18**	**7**	**13**	**132**

TABLE NO. 5
PROJECTED OPENINGS AS OF December 21, 2026

State	Franchise Agreements Signed but Outlets Not Opened	Projected New Franchised Outlets in the Current Fiscal Year 2026	Projected New Company-Owned Outlets in the Current Fiscal Year 2026
Alabama	1	1	0
Arizona	1	0	
California	3	2	0
Colorado	0	0	0
Florida	2	1	0
Indiana	0	1	0
North Carolina	2	1	0
Nevada	1	0	0
Ohio	0	1	0

State	Franchise Agreements Signed but Outlets Not Opened	Projected New Franchised Outlets in the Current Fiscal Year 2026	Projected New Company-Owned Outlets in the Current Fiscal Year 2026
Oregon	0	0	0
South Carolina	0	2	0
Utah	1	0	0
Virginia	0	1	0
Washington	1	0	0
Total	**12**	**10**	**0**

List of Current Franchisees

The name, business address, and business telephone number of each current franchisee as of December 21, 2025, appears on Exhibit H to this Disclosure Document.

List of Former Franchisees

The name, last known home address and telephone number of every franchisee who has had a Franchise Agreement terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year or has not communicated with us within 10 weeks of the date of this Disclosure Document, appears on Exhibit H to this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Confidentiality Clauses

In some instances, current and former franchisees sign provisions restricting their ability to speak only about their experience with Del Taco. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

Trademark-Specific Franchisee Organizations

We know of no active franchisee organization associated with the Del Taco system.

ITEM 21
FINANCIAL STATEMENTS

Exhibit B to this Disclosure Document contains the audited consolidated balance sheets and the related consolidated statements of operations, comprehensive (loss) income, and cash flows for fiscal years ended September 30, 2025, September 29, 2024, and September 30, 2023, for Taco Cabana Franchising, Inc. Under the Guaranty of Performance (included in Exhibit C), Taco Cabana Franchising, Inc. has absolutely and unconditionally guaranteed our duties and obligations under the Franchise Agreement.

ITEM 22
CONTRACTS

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

Exhibit D Development Agreement
Exhibit D-1 Development Growth Incentive Program Addendum to Development Agreement

Exhibit E	Franchise Agreement
Exhibit E-1	Development Growth Incentive Program Addendum to Franchise Agreement
Exhibit F	State Specific Addenda
Exhibit G	Hardware and Software License and Support Agreement
Exhibit H	Franchisee Information
Exhibit I	Form of General Release
Exhibit J	Agreement for Gift Card Processing
Exhibit K	Agreement to Participate in the Ceridian Platform
Exhibit L	Non-Disclosure Agreement
Exhibit M	Form of Asset Purchase Agreement
Exhibit N	Form of Sublease

ITEM 23
RECEIPTS

Two copies of a receipt of this Disclosure Document appear as the last two pages of this document. Please sign and return one copy to us and keep the other copy for your records.

EXHIBIT A

STATE AGENCIES AND REGISTERED AGENTS

LIST OF STATE ADMINISTRATORS

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

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 / Toll Free: (866) 275-2677 Email: ASK.DFPI@dfpi.ca.gov Website: http://www.dfpi.ca.gov	**NEW YORK** NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Fl New York, NY 10005 (212) 416-8222
HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Insurance & Securities Department 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota 58505-0510 (701) 328-2910
ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62701 (217) 782-4465	**RHODE ISLAND** Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 5th Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, Washington 98504-1200 (360) 902-8760
MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

AGENTS FOR SERVICE OF PROCESS

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

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 / Toll Free: (866) 275-2677 Email: ASK.DFPI@dfpi.ca.gov Website: http://www.dfpi.ca.gov	**NEW YORK** New York Secretary of State One Commerce Plaza 99 Washington Avenue Albany, NY 12231 (518) 473-2492
HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Insurance Commissioner North Dakota Insurance & Securities Department 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota 58505-0510 (701) 328-2910
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62701 (217) 782-4465	**RHODE ISLAND** Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Director of the Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 5th Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT B

FINANCIAL STATEMENTS

Taco Cabana Franchising, Inc.

Financial Statements

September 30, 2025 and September 29, 2024

Taco Cabana Franchising, Inc.

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September 30, 2025 and September 29, 2024

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Independent Auditors' Report

To the Stockholder and Board of Directors of
Taco Cabana Franchising, Inc.

Opinion

We have audited the financial statements of Taco Cabana Franchising, Inc. (the Company), which comprise the balance sheets as of September 30, 2025 and September 29, 2024, and the related statements of operations, stockholder's equity and cash flows for the years ended September 30, 2025 and September 29, 2024 and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of September 30, 2025 and September 29, 2024 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America (GAAP).

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms.

Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Baker Tilly US, LLP

Los Angeles, California
January 28, 2026

Taco Cabana Franchising, Inc.

Balance Sheets
September 30,2025 and September 29, 2024

	2025	2024
Assets		
Current Assets		
Cash	$ 287,301	$ 562,937
Accounts receivable	85,921	84,803
Total current assets	373,222	647,740
Franchise Agreements, Net	117,369	137,373
Total assets	$ 490,591	$ 785,113
Liabilities and Stockholder's Equity		
Current Liabilities		
Accounts payable and accrued liabilities	$ 9,505	$ -
Total liabilities	9,505	-
Stockholder's Equity		
Common stock, no par value; 100 shares authorized, issued and outstanding	-	-
Additional paid-in capital	500,000	500,000
(Accumulated deficit) Retained earnings	(18,914)	285,113
Total stockholder's equity	481,086	785,113
Total liabilities and stockholder's equity	$ 490,591	$ 785,113

See notes to financial statements

Taco Cabana Franchising, Inc.

Statements of Operations
Years Ended September 30, 2025 and September 29, 2024

	2025	2024
Revenues		
Royalty revenue	$ 757,018	$ 741,061
Advertising fund revenue	156,145	154,051
Total revenues	913,163	895,112
Operating Expenses		
Advertising	156,145	154,051
General and administrative	154,661	27,664
Total operating expenses	310,806	181,715
Net income	$ 602,357	$ 713,397

See notes to financial statements

Taco Cabana Franchising, Inc.

Statements of Changes in Stockholder's Equity
Years Ended September 30, 2025 and September 29, 2024

	Common Shares Outstanding	Capital Contributed	(Accumulated Deficit) Retained Earnings	Total Stockholder's Equity
Balance, September 30, 2023	100	$ 500,000	$ (5,250)	$ 494,750
Distributions	-	-	(423,034)	(423,034)
Net income	-	-	713,397	713,397
Balance, September 29, 2024	100	500,000	285,113	785,113
Distributions	-	-	(906,384)	(906,384)
Net income	-	-	602,357	602,357
Balance, September 30, 2025	100	$ 500,000	$ (18,914)	$ 481,086

See notes to financial statements

Taco Cabana Franchising, Inc.

Statements of Cash Flows
Years Ended September 30, 2025 and September 29, 2024

	2025	2024
Cash Flows From Operating Activities		
Net income	$ 602,357	$ 713,397
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization of Franchise Agreements	20,004	13,336
Changes in operating assets and liabilities:		
Accounts receivable	1,118	(84,803)
Accounts payable and accrued liabilities	9,505	(5,250)
Net cash provided by operating activities	632,984	636,680
Cash Flows From Financing Activities		
Distributions	(1,225,285)	(757,261)
Contributions	316,665	183,518
Net cash used in financing activities	(908,620)	(573,743)
Net change in cash	(275,636)	62,937
Cash, Beginning	562,937	500,000
Cash, Ending	$ 287,301	$ 562,937
Supplemental Disclosure of Non-Cash Investing Activities		
Franchise agreements transferred from related party	$ -	$ 150,709

See notes to financial statements

1. Organization and Description of Business

Taco Cabana Franchising, Inc. (the Company) was incorporated in the state of Texas as a Corporation on January 17, 2023 (Inception), for the purpose of franchising fast casual restaurants under the concept "Taco Cabana." The Company is a wholly owned subsidiary of Taco Cabana, Inc. (the Parent), which was founded in San Antonio, Texas, in 1978. An affiliate entity, Texas Taco Cabana, L.P. (TTC), is the owner of all intellectual property rights in certain systems, trademarks, service marks, and other intellectual property used in the operation of Taco Cabana restaurants (the TC IP) and has licensed the TC IP and other know-how and confidential information to the Company to develop the Taco Cabana franchise system to offer, sell, and support the franchised business. During the year ended September 29, 2024, TTC transferred its franchise agreement assets to the Company (see Note 3) on behalf of the Parent.

The Company franchises Taco Cabana restaurants in New Mexico through a ten-year royalty-free renewable trademark license agreement with its affiliate. The license agreement grants the Company a non-exclusive right to use the TC IP and to license the TC IP to franchisees under franchise agreements.

2. Summary of Significant Accounting Policies

Basis of Presentation

The Company's financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP). The Company believes this information includes all adjustments, consisting of normal recurring accruals, necessary to fairly present the financial condition. References to ASC and ASU included hereinafter refer to the Accounting Standards Codification and Accounting Standards Update, respectively, established by the Financial Accounting Standards Board (FASB) as the source of authoritative GAAP.

Fiscal Year

The Company's fiscal calendar is on a 52 or 53-week year-end. For purposes of these financial statements, the Company's fiscal year 2025 and 2024 ended on September 30, 2025 and September 29, 2024, respectively, which contained 52 weeks.

Use of Estimates

The preparation of the financial statements, in accordance with GAAP, requires that management makes certain estimates and assumptions. These estimates and assumptions affect the reported amount of assets and the disclosure of contingent assets as of the balance sheet date. The actual results could differ significantly from those estimates.

Cash

The Company considers all highly liquid debt instruments purchased with an original maturity of ninety days or less to be cash equivalents. As of September 30, 2025 and September 29, 2024, the Company carried no cash equivalents.

Accounts Receivable

Accounts receivable consist mainly of royalty and advertising fund revenues collected from the Company's franchisees. Management of the Company has determined there is no need for a reserve as of September 30, 2025 and September 29, 2024.

Franchise Agreements, Net

Franchise agreements, net, have been determined to have a finite life and are amortized on a straight-line basis over 10 years.

Concentration of Credit Risk

Financial instruments, which may potentially be subject to a concentration of credit risk, consist of cash. The Company maintains substantially all of the day-to-day operating cash balances with a major financial institution. For the years ended September 30, 2025 and September 29, 2024, the cash balance was in excess of Federal Depository Insurance Corporation insurance limits. The Company has experienced no loss or lack of access to cash in its operating account.

Each of the Company's six franchisees constitute more than 10% of the Company's revenues and accounts receivable balances as of and for the year ended September 30, 2025 and September 29, 2024. A loss of any of its franchisees could have a significant impact on the Company's operations.

Fair Value Measurements

The Company's financial instruments, none of which are held for trading purposes, include cash, accounts receivable, and receivables from a related party entity. Management estimates that the fair value of all financial instruments at September 30, 2025 and September 29, 2024 do not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying financial statements.

Income Taxes

The Company has elected to be taxed as an S corporation for Federal and state purposes. Under these provisions, the Company does not pay Federal corporate taxes on its income. Instead, the stockholders are liable for income taxes on their respective share of the Company's taxable income and other distributable items. The New Mexico tax treatment is substantially the same as for Federal.

The tax years subject to examination by major tax jurisdictions include the years 2023 and forward for both Federal and certain states. The Company follows the guidance related to uncertain tax positions. This guidance clarifies the accounting for uncertainty in income taxes, 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 and requires expanded tax disclosures. The Company accounts for uncertainty in tax positions by determining whether a tax position of the Company is more likely than not to be sustained upon examination, including the resolution of any related appeals or litigation processes, based on the technical merits of the position. The Company has determined it does not have a liability for uncertain tax positions or unrecognized benefits. Accordingly, no provision for taxes is made in the accompanying financial statements. The Company does not expect that the total amount of unrecognized tax benefits will materially change over the next 12 months.

Revenue Recognition

The Company records revenue under ASC Topic 606, *Revenue from Contracts with Customers* (Topic 606), which requires revenue to be recorded as the transfer of promised goods or services to customers in an amount that reflects the consideration to which the reporting entity expects to be entitled in exchange for those goods or services.

Royalty and advertising fee revenues are based on a percentage of sales and are recognized when the food items are delivered to or carried out by customers. Royalty fees amount to up to 4% of franchisee gross sales per year and advertising fees amount to up to 1% of franchisee gross sales per year. Payments for royalties and advertising fees are generally due and collected within seven days of the prior week-end date.

Advertising Expense

Advertising expense, including general brand marketing and promotional activities, are expensed when incurred. Franchised stores contribute to an advertising fund (Ad Fund) that the Company manages on behalf of these stores. The Company is committed under its franchise agreements to spend revenues of the Ad Fund on marketing, creative efforts, media support, or related purposes specified in the agreements. Contributions to the Ad Fund are recognized as revenue, while expenditures are included in advertising expense on the accompanying statements of operations. Expenditures of the Ad Fund are primarily amounts paid to third parties but may also include personnel expenses and allocated costs. At each reporting date, to the extent contributions to the Ad Fund exceed expenditures on a cumulative basis, the excess contributions are recorded in accrued expenses on the accompanying balance sheets. While no profit is recognized on amounts received by the Ad Fund, when expenditures exceed contributions to the Ad Fund on a cumulative basis, income from operations and net income may be affected due to timing of when revenues are received and expenses are incurred.

General and Administrative

General and administrative expenses consist primarily of professional services.

Subsequent Events

Subsequent events are events or transactions that occur after the balance sheet date but before the financial statements are available to be issued. The Company recognizes in the financial statements the effects of all subsequent events that provide additional evidence about conditions that existed at the date of the balance sheet, including the estimates inherent in the process of preparing the financial statements. The Company's financial statements do not recognize subsequent events that provide evidence about conditions that did not exist at the date of the balance sheet but arose after the balance sheet date and before the financial statements are available to be issued. The Company has evaluated subsequent events through January 28, 2026, which is the date the financial statements were available to be issued and concluded that there were no additional events or transactions that need to be disclosed.

3. Franchise Agreements

During 2024, the Company was contributed certain franchise agreements from a related party. The agreements are being amortized over ten years, the standard term of the Company's franchise agreements. For the years ended September 30, 2025 and September 29, 2024, amortization expense was $20,004 and $13,336 respectively and is included in general and administrative expenses on the accompanying statements of operations.

Future amortization expense related to franchise agreements, net, is as follows as of September 30, 2025:

Fiscal years:	
2026	$ 20,000
2027	20,000
2028	20,000
2029	20,000
2030	20,000
Thereafter	17,369
Total	$ 117,369

Future amortization expense related to franchise agreements, net, is as follows as of September 29, 2024:

Fiscal years:	
2025	$ 20,000
2026	20,000
2027	20,000
2028	20,000
2029	20,000
Thereafter	37,373
Total	$ 137,373

4. Advertising Fund

The Company manages the Ad Fund on behalf of all Taco Cabana stores in the United States. The Company is committed under its franchise and other agreements to spend revenues of the Ad Fund on marketing, creative efforts, media support, or related purposes specified in the agreements. The funds were spent on behalf of the Company by a related party (see Note 6).

Activity in the Ad Fund for the periods reported is as follows:

	2025	2024
Opening fund balance	$ -	$ -
Advertising fees	156,145	154,051
Advertising expenses	(156,145)	(154,051)
Total accumulated fund balance	$ -	$ -

5. Stockholder's Equity

The Company is authorized to issue one class of stock to be designated as common stock. As of September 30, 2025 and September 29, 2024, the total number of shares authorized, issued, and outstanding is 100 with no par value. Each holder of shares of common stock is entitled to one vote for each share of common stock. Dividends or other distributions are determined by the Board of Directors. To date, no such dividends or other distributions have occurred. Upon liquidation, each holder of common stock is entitled to receive an amount per share as defined in the Articles of Incorporation (Liquidation Amount).

6. Related-Party Transactions

The Company does business with a related party entity under common control. The Company frequently advances funds on a short-term basis to this related party based upon its liquidity needs and the Company's excess funds available. As the advances do not have a set repayment schedule and do not accrue interest, they have accordingly been presented as distributions on the accompanying statements of changes in stockholder's equity.

In 2024, the Company received franchise agreements from the same related party entity (see Note 3).

Additionally, the Company receives certain management, administrative, and operational services from this affiliate entity. The Company has not recorded any expense related to these shared services.

Taco Cabana Franchising, Inc.

Financial Statements

September 29, 2024 and September 30, 2023

Taco Cabana Franchising, Inc.

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Independent Auditors' Report

To the Stockholder and Board of Directors of
Taco Cabana Franchising, Inc.

Opinion

We have audited the financial statements of Taco Cabana Franchising, Inc. (the Company), which comprise the balance sheet as of September 29, 2024, and the related statements of operations, stockholder's equity and cash flows for the year ended September 29, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of September 29, 2024 and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America (GAAP).

Basis for Opinion

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

Other Matter

The financial statements of the Company, as of September 30, 2023 and for the period from January 17, 2023 (Inception) to September 30, 2023, were audited by other auditors, whose report, dated January 12, 2024, expressed an unmodified opinion on those statements.

Responsibilities of Management for the Financial Statements

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

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

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms.

Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Los Angeles, California
February 20, 2025

Taco Cabana Franchising, Inc.

Balance Sheets
September 29, 2024 and September 30, 2023

	2024	2023
Assets		
Current Assets		
Cash	$ 562,937	$ 500,000
Accounts receivable	84,803	-
Total current assets	647,740	500,000
Intangible Assets, Net	137,373	-
Total assets	$ 785,113	$ 500,000
Liabilities and Stockholder's Equity		
Current Liabilities		
Accounts payable and accrued liabilities	$ -	$ 5,250
Total liabilities	-	5,250
Stockholder's Equity		
Common stock, no par value; 100 shares authorized, issued and outstanding	-	-
Additional paid-in capital	500,000	500,000
Retained earnings (accumulated deficit)	285,113	(5,250)
Total stockholder's equity	785,113	494,750
Total liabilities and stockholder's equity	$ 785,113	$ 500,000

See notes to financial statements

Taco Cabana Franchising, Inc.

Statements of Operations
Year Ended September 29, 2024 and Period from January 17, 2023 (Inception) to September 30, 2023

	2024	2023
Revenues		
Royalty revenue	$ 741,061	$ -
Advertising fund revenue	154,051	-
Total revenues	895,112	-
Operating Expenses		
Advertising expense	-	-
General and administrative	181,715	5,250
Total operating expenses	181,715	5,250
Net Income (Loss)	$ 713,397	$ (5,250)

See notes to financial statements

Taco Cabana Franchising, Inc.

Statements of Changes in Stockholder's Equity
Year Ended September 29, 2024 and Period from January 17, 2023 (Inception) to September 30, 2023

	Common Shares Outstanding	Capital Contributed	(Accumulated Deficit) Retained Earnings	Total Stockholder's Equity
Balance, January 17, 2023 (Inception)	-	$ -	$ -	$ -
Contributions	100	500,000	-	500,000
Net loss	-	-	(5,250)	(5,250)
Balance, September 30, 2023	100	500,000	(5,250)	494,750
Contributions	-	-	-	-
Reclassification of receivables from related party	-	-	(423,034)	(423,034)
Net income	-	-	713,397	713,397
Balance, September 29, 2024	100	$ 500,000	$ 285,113	$ 785,113

See notes to financial statements

Taco Cabana Franchising, Inc.

Statements of Cash Flows
Year Ended September 29, 2024 and Period from January 17, 2023 (Inception) to September 30, 2023

	2024	2023
Cash Flows From Operating Activities		
Net income (loss)	$ 713,397	$ (5,250)
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization	13,336	-
Changes in operating assets and liabilities:		
Accounts receivable	(84,803)	-
Accounts payable and accrued liabilities	(5,250)	5,250
Net cash provided by operating activities	636,680	-
Cash Flows From Financing Activities		
Contributions	-	500,000
Advances to related party	(757,261)	-
Payments from related party	183,518	-
Net cash (used in) provided by financing activities	(573,743)	500,000
Net change in cash	62,937	500,000
Cash, Beginning	500,000	-
Cash, Ending	$ 562,937	$ 500,000
Supplemental Disclosure of Non-Cash Investing Activities		
Franchise agreements transferred from related party	$ 150,709	$ -

See notes to financial statements

1. Organization and Description of Business

Taco Cabana Franchising, Inc. (the Company) was incorporated in the state of Texas as a Corporation on January 17, 2023 (Inception), for the purpose of franchising fast casual restaurants under the concept "Taco Cabana." The Company is a wholly owned subsidiary of Taco Cabana, Inc. (the Parent), which was founded in San Antonio, Texas, in 1978. An affiliate entity, Texas Taco Cabana, L.P. (TTC), is the owner of all intellectual property rights in certain systems, trademarks, service marks, and other intellectual property used in the operation of Taco Cabana restaurants (the TC IP) and has licensed the TC IP and other know-how and confidential information to the Company to develop the Taco Cabana franchise system to offer, sell, and support the franchised business. During the year ended September 29, 2024, TTC transferred its franchise agreement assets to the Company (see Note 3) on behalf of the Parent.

The Company franchises Taco Cabana restaurants throughout the United States through a ten-year royalty free renewable trademark license agreement with its affiliate. The license agreement grants the Company a non-exclusive right to use the TC IP and to license the TC IP to franchisees under franchise agreements.

2. Summary of Significant Accounting Policies

Basis of Presentation

The Company's financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP). The Company believes this information includes all adjustments, consisting of normal recurring accruals, necessary to fairly present the financial condition. References to ASC and ASU included hereinafter refer to the Accounting Standards Codification and Accounting Standards Update, respectively, established by the Financial Accounting Standards Board (FASB) as the source of authoritative GAAP.

Use of Estimates

The preparation of the financial statements, in accordance with GAAP, requires that management makes certain estimates and assumptions. These estimates and assumptions affect the reported amount of assets and the disclosure of contingent assets as of the balance sheet date. The actual results could differ significantly from those estimates.

Cash

The Company considers all highly liquid debt instruments purchased with an original maturity of ninety days or less to be cash equivalents. As of September 29, 2024 and September 30, 2023, the Company carried no cash equivalents.

Accounts Receivable

Accounts receivable consist mainly of royalty and advertising fund revenues collected from the Company's franchisees. Management of the Company has determined there is no need for a reserve as of September 29, 2024.

Franchise Agreements, Net

Franchise agreements, net, have been determined to have a finite life and are amortized on a straight-line basis over 10 years.

Concentration of Credit Risk

Financial instruments, which may potentially be subject to a concentration of credit risk, consist of cash. The Company maintains substantially all of the day-to-day operating cash balances with a major financial institution. For the year ended September 29, 2024 and the period from January 17, 2023 (Inception) through September 30, 2023, the cash balance was in excess of Federal Depository Insurance Corporation insurance limits. The Company has experienced no loss or lack of access to cash in its operating account.

Each of the Company's six franchisees constitute more than ten percent of the Company's revenues and accounts receivable balances as of and for the year ended September 29, 2024. A loss of any of its franchisees could have a significant impact on the Company's operations.

Fair Value Measurements

The Company's financial instruments, none of which are held for trading purposes, include cash, accounts receivable, and receivables from a related party entity. Management estimates that the fair value of all financial instruments at September 29, 2024 and September 30, 2023 do not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying financial statements.

Income Taxes

The Company has elected to be taxed as an S corporation for Federal and state purposes. Under these provisions, the Company does not pay Federal corporate taxes on its income. Instead, the stockholders are liable for income taxes on their respective share of the Company's taxable income and other distributable items. The California tax treatment is substantially the same as for Federal, except for a 1.5% surtax imposed on the Company's taxable income.

The tax years subject to examination by major tax jurisdictions include the years 2023 and forward for both Federal and certain states. The Company follows the guidance related to uncertain tax positions. This guidance clarifies the accounting for uncertainty in income taxes, 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 and requires expanded tax disclosures. The Company accounts for uncertainty in tax positions by determining whether a tax position of the Company is more likely than not to be sustained upon examination, including the resolution of any related appeals or litigation processes, based on the technical merits of the position. The Company has determined it does not have a liability for uncertain tax positions or unrecognized benefits. Accordingly, no provision for taxes is made in the accompanying financial statements. The Company does not expect that the total amount of unrecognized tax benefits will materially change over the next 12 months.

Revenue Recognition

The Company records revenue under ASC Topic 606, *Revenue from Contracts with Customers* (Topic 606), which requires revenue to be recorded as the transfer of promised goods or services to customers in an amount that reflects the consideration to which the reporting entity expects to be entitled in exchange for those goods or services.

Royalty and advertising fee revenues are based on a percentage of sales and are recognized when the food items are delivered to or carried out by customers. Royalty fees amount to up to four percent of franchisee gross sales per year and advertising fees amount to up to one percent of franchisee gross sales per year. Payments for royalties and advertising fees are generally due and collected within seven days of the prior week-end date.

Advertising Expense

Advertising expense, including general brand marketing and promotional activities, are expensed when incurred. Franchised stores contribute to an advertising fund (Ad Fund) that the Company manages on behalf of these stores. The Company is committed under its franchise agreements to spend revenues of the Ad Fund on marketing, creative efforts, media support, or related purposes specified in the agreements. Contributions to the Ad Fund are recognized as revenue, while expenditures are included in advertising expense on the accompanying statements of operations. Expenditures of the Ad Fund are primarily amounts paid to third parties but may also include personnel expenses and allocated costs. At each reporting date, to the extent contributions to the Ad Fund exceed expenditures on a cumulative basis, the excess contributions are recorded in accrued expenses on the accompanying balance sheets. While no profit is recognized on amounts received by the Ad Fund, when expenditures exceed contributions to the Ad Fund on a cumulative basis, income from operations and net income may be affected due to timing of when revenues are received and expenses are incurred.

General and Administrative

General and administrative expenses consist primarily of professional services.

Recent Accounting Pronouncements

On January 17, 2023, the Company adopted ASU 2016-13 *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, as amended, which replaces the incurred loss methodology with an expected loss methodology that is referred to as the current expected credit loss (CECL) methodology. The measurement of expected credit losses under the CECL methodology is applicable to financial assets measured at amortized cost, including trade accounts receivables. The Company adopted ASC 326 using the modified retrospective method for its trade accounts receivable and noted no reserve was necessary during the current or prior year periods. Accordingly, there was no impact to the financial statements.

Subsequent Events

Subsequent events are events or transactions that occur after the balance sheet date but before the financial statements are available to be issued. The Company recognizes in the financial statements the effects of all subsequent events that provide additional evidence about conditions that existed at the date of the balance sheet, including the estimates inherent in the process of preparing the financial statements. The Company's financial statements do not recognize subsequent events that provide evidence about conditions that did not exist at the date of the balance sheet but arose after the balance sheet date and before the financial statements are available to be issued.

3. Franchise Agreements

During 2024, the Company received certain franchise agreements from a related party. The agreements are being amortized over ten years, the standard term of the Company's franchise agreements. For the year ended September 29, 2024, amortization expense was $13,336 and is included in general and administrative expenses on the accompanying statement of operations.

Future amortization expense related to franchise agreements, net, is as follows as of September 29, 2024:

Fiscal years:	
2025	$ 20,000
2026	20,000
2027	20,000
2028	20,000
2029	20,000
Thereafter	37,373
Total	$ 137,373

4. Advertising Fund

The Company manages the Ad Fund on behalf of all Taco Cabana stores in the United States. The Company is committed under its franchise and other agreements to spend revenues of the Ad Fund on marketing, creative efforts, media support, or related purposes specified in the agreements.

Activity in the Ad Fund for the periods reported is as follows:

	2024	2023
Opening fund balance	$ -	$ -
Advertising fees	154,051	-
Advertising expenses	(154,051)	-
Total accumulated fund balance	$ -	$ -

5. Stockholder's Equity

The Company is authorized to issue one class of stock to be designated as common stock. As of September 29, 2024 and September 30, 2023, the total number of shares authorized, issued, and outstanding is 100 with no par value. Each holder of shares of common stock is entitled to one vote for each share of common stock. Dividends or other distributions are determined by the Board of Directors. To date, no such dividends or other distributions have occurred. Upon liquidation, each holder of common stock is entitled to receive an amount per share as defined in the Articles of Incorporation (Liquidation Amount).

During the period ended September 30, 2023, the Parent contributed $500,000 in cash at the formation of the Company to fund operations on April 12, 2023.

6. Related-Party Transactions

The Company does business with a related party entity under common control. The Company frequently advances funds on a short-term basis to this related party based upon its liquidity needs and the Company's excess funds available. As the advances do not have a set repayment schedule and do not accrue interest, they have accordingly been presented as contra-equity on the accompanying balance sheet.

In 2024, the Company received franchise agreements from the same related party entity (see Note 3).

Additionally, the Company receives certain management, administrative, and operational services from this affiliate entity. The Company has not recorded any expense related to these shared services.

7. Subsequent Events

In December 2024, the Company advanced $500,000 to a related party entity (see Note 5). In January 2025, the Company advanced an additional $200,000 to the same related party entity.

The Company has evaluated subsequent events through February 20, 2025, which is the date the financial statements were available to be issued and concluded that there were no additional events or transactions that need to be disclosed.

EXHIBIT C

GUARANTEE AGREEMENT OF TACO CABANA FRANCHISING, INC.

Docusign Envelope ID: 5C683158-2441-82C4-8090-3A9270088190

GUARANTEE OF PERFORMANCE

For value received, Taco Cabana Franchising, Inc., a Texas corporation located at 1077 Central Parkway, Suite 600, San Antonio, TX 78232 (the "Guarantor"), absolutely and unconditionally guarantees to assume the duties and obligations of Del Taco LLC, a California limited liability company located at 25521 Commercentre Drive, Suite 150, Lake Forest, CA 92630 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2026 Franchise Disclosure Document as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations, and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever occurs first. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor executes this guarantee at San Antonio, TX, on the 13 day of April, 2026.

GUARANTOR:

TACO CABANA FRANCHISING, INC.

By: DocuSigned by: Anil Yadav D2F2EBDE70DE430...

Anil Yadav
Chief Executive Officer

EXHIBIT D

DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

Exhibit D

Exhibit D

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A. Identification of Developer and Development Area
B. Development Schedule
C. Statement of Ownership Interests

DEVELOPMENT AGREEMENT

Del Taco LLC, a California limited liability company ("Del Taco"), and the undersigned (the "Developer") enter into this Development Agreement (this "Agreement") as of the ____ day of _____, 2026.

RECITALS

A. Del Taco engages in the business of owning, operating, and granting franchises to others to own and operate Del Taco restaurants for the sale of food items featuring Mexican-American dishes. Del Taco has developed a system with respect to its operations and management that includes (without limitation) the following items:

1. Site selection and layout criteria;

2. Designs for various types of standardized Del Taco buildings;

3. Signs, graphics, names, logos and other decorative features;

4. Recipes and menus;

5. Furniture, fixtures, kitchen display systems and equipment specifications;

6. Marketing and advertising materials;

7. Operating procedures, including operating and management manuals;

8. Training procedures and materials;

9. Specifications for food products and supplies; and

10. Other materials and procedures that Del Taco may develop and use in the development, construction and operation of Del Taco restaurants.

All of the above, as Del Taco may change or modify from time to time, shall constitute the "Del Taco System."

B. Del Taco has established an excellent reputation and goodwill with the public with respect to the quality of products and services available at Del Taco restaurants, which reputation and goodwill have been and continue to be of major benefit to Del Taco and its franchisees.

C. The Developer recognizes the benefits from being identified with and licensed by Del Taco and being able to utilize the Del Taco System.

D. The Developer desires to obtain the right to develop Del Taco restaurants in the development area referred to in this Agreement, all upon the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the foregoing and the covenants set forth below, the parties to this Agreement agree as follows:

1. Definitions. As used in this Agreement, the following words and phrases shall have the meanings indicated:

(a) "Affiliate" shall mean (1) any person controlling, controlled by or under common control with the Developer (as defined by the Securities Act of 1933, as amended, and the rules and regulations promulgated under that act), (2) any officer, director or more than 10% owner of the Developer or (3) any legal entity in which the Developer or any officer, director or more than 10% owner of the Developer has an interest of 10% or more.

(b) "Del Taco System" shall have the meaning defined in Recital A of this Agreement.

(c) "Development Area" shall mean, subject to Del Taco's retention of rights pursuant to the terms and conditions of Section 13 of this Agreement, that area, if any, described on Exhibit A to this Agreement.

(d) "Development Fee" shall mean the fee that the Developer pays to Del Taco in consideration of the Development Rights granted in this Agreement as set forth in Section 5 of this Agreement.

(e) "Development Rights" shall mean the rights to develop Restaurants in accordance with this Agreement.

(f) "Development Schedule" shall mean the schedule for the submission of Site Approval Packages and the development of Restaurants as set forth on Exhibit B to this Agreement.

(g) "Restaurant" or "Restaurants" shall mean one or more Del Taco restaurants.

(h) "Site Approval Package" shall mean the information and forms required by Section 7 of this Agreement.

(i) "Alternative Point(s) of Distribution" shall mean those locations as further defined in Section 13(c) of this Agreement.

2. Grant of Development Rights. Del Taco hereby grants to the Developer, subject to the terms and conditions of this Agreement and as long as the Developer complies with this Agreement and all other agreements with Del Taco, limited exclusive Development Rights for Restaurants identified on Exhibit B. The Developer shall have limited exclusive rights to develop Restaurants—that is, Del Taco will not establish, or grant franchises for others to establish, Del Taco Restaurants—in the Development Area for the term of this Agreement. The Developer shall submit Site Approval Packages and shall develop and open the total number of Restaurants set forth on and in accordance with the Development Schedule. This Agreement is not a franchise agreement and does not grant the Developer any right to use the Del Taco System or any part of the Del Taco System. The Developer shall have no right under this Agreement to license others to use the Del Taco System or any part of this Del Taco System.

3. Term. This Agreement and all Development Rights shall expire immediately upon the required opening date for the last Restaurant set forth on the Development Schedule or the actual opening date for the last Restaurant, whichever first occurs, unless sooner terminated in accordance with the terms and conditions of this Agreement.

4. Time of Essence. Time is of the essence of this Agreement.

5. Fees. The Developer shall pay to Del Taco the following fees:

(a) In consideration of the Development Rights granted in this Agreement, the Developer shall pay to Del Taco a fully non-refundable Development Fee of $35,000 for the first Restaurant scheduled for opening and $10,000 for each additional Restaurant scheduled for opening, payable upon execution and delivery by the Developer of this Agreement. As between Developer and Del Taco, Del Taco shall earn the Development Fee upon the execution of this Agreement and shall not have any obligation to refund any portion of the Development Fee.

(b) Upon the execution by the Developer of a Franchise Agreement, Del Taco shall credit from the Development Fee $35,000 for the first Restaurant scheduled for opening and $10,000 for each subsequent Restaurant scheduled for opening towards the initial franchise fee for each of those Restaurants. The Developer shall pay the balance of the initial franchise fee for the second and each subsequent Restaurant scheduled for opening. The Developer acknowledges that, once it has executed a Franchise Agreement for a Restaurant, the Developer will not have the right to a refund of any portion of the foregoing fees.

(c) Notwithstanding any provision of the Agreement to the contrary, if Developer is not able to timely meet its Development Schedule, and provided that Developer and its affiliates are in full compliance with all agreements with Del Taco, Developer may request a twelve-month extension of one or more of the development deadlines in the Development Schedule, which extension Del Taco may grant or deny at its sole option. To request an extension of a development deadline, Developer must provide Del Taco at least six months' advance written notice. For each twelve-month extension of such deadline(s) that Del Taco approves in writing, Developer must (A) pay Company a fee calculated as follows: $5,000 times the number of development deadlines that Developer wishes to extend for twelve months ("Extension Fee") and (B) sign an amendment to the Development Agreement to reflect these specific dates of the extension, and which will include a general release in the form in general use by Del Taco at the time, in favor of Del Taco and its officers, directors, agents, employees, subsidiaries, and affiliates. The Extension Fee is earned upon receipt and is non-refundable; provided, Del Taco will credit the Extension Fee towards payment of the Franchise Fee for subject location upon execution of the applicable Franchise Agreement. In all other circumstances, Del Taco will retain any and all Extension Fees.

(d) Any amount owing from the Developer to Del Taco pursuant to this Section 5, if not paid when due, shall bear interest at the rate of seven percentage points in excess of the prime rate per annum, subject to any applicable limits imposed by California law, after the due date until paid.

6. Services by Del Taco. Del Taco shall provide to the Developer one copy of the following:

(a) Del Taco's standard site selection criteria as then in effect;

(b) Sample site plans and layouts; and

(c) A standard construction package (which Del Taco may modify from time to time), including (without limitation) plans and specifications, with the understanding that the Developer shall adapt the plans and specifications, at the Developer's expense, for use at any approved site.

7. Site Selection. The Developer shall complete and submit the forms and information that Del Taco requires from time to time in connection with any proposed site for a Del Taco restaurant. In addition, the Developer shall submit financial information relating to the Developer's then-current financial condition and the expected development costs and projected results of operation of the Restaurant proposed for development on the proposed site. Within 45 days after its receipt of all of the required information,

Del Taco shall approve or reject any proposed site by written notice to the Developer. Del Taco shall not approve or reject a proposed site until the Developer has provided it with the required forms and information. Del Taco shall have the right to refuse to approval any site if (i) the site does not conform with general site selection criteria Del Taco establishes from time to time, including, without limitation, demographic characteristics, traffic patterns, parking accommodations, character of the neighborhood, competition from other businesses, or any reasonable conditions as determined by Del Taco in its sole discretion; (ii) the Developer fails to meet Del Taco's then-current financial and operational requirements for developers, franchisees and/or the development of Restaurant; or (iii) if the Developer is in default under this Agreement or any other agreement with Del Taco. Del Taco's approval of any site shall not constitute any representation, warranty, or guarantee by Del Taco that the site will constitute a successful location for a Restaurant. In addition, Del Taco shall have the right to refuse to approve any site that is within one mile of a Restaurant located or proposed for development outside of the Development Area, if any, or in accordance with Del Taco's then-current business impact policy, including if Del Taco otherwise determines that the proposed site will have a substantial negative financial impact on a Restaurant located or proposed for development outside of the Development Area. As a condition of Del Taco's review of a proposed site, Del Taco may require Developer to pay for (or reimburse Del Taco for the costs of) a trade area survey analysis if the proposed site is within certain distance of any existing Restaurant as specified in Del Taco's then-current business impact policy. Depending on the results of any such trade area survey analysis, Del Taco may (a) reject a proposed site, or (b) as a condition for Del Taco's approval of the proposed site, (i) require Developer to make a business impact payment to any affected franchisee(s) in accordance with Del Taco's then-current business impact policy, or (ii) notwithstanding any prior agreement to the contrary, reduce or withhold any development incentives to offset projected impacts upon any existing company-owned Restaurants in accordance with the then-current business impact policy. Only a duly-authorized officer of Del Taco has the authority to approve any proposed site, which approval must take place in writing. Any other approvals, whether oral or written, shall have no force or effect. In connection with the Developer's acquisition of the real estate for any Restaurant, the Developer shall submit a draft of any lease or sublease agreement for the real estate to Del Taco for its review and approval prior to the Developer's execution of any final lease or sublease agreement. The lease or sublease agreement shall include the following provisions:

(a) The landlord shall agree to send to Del Taco a copy of any notice of default;

(b) In the event of default by the Developer, Del Taco shall have the right, but not the obligation, to cure the default and assume the rights of the Developer under the lease;

(c) The lease shall restrict the use of the real estate to a Del Taco restaurant for as long as the Franchise Agreement remains in effect;

(d) The landlord shall consent to the use by the Developer of Del Taco's signage and proprietary marks;

(e) The furniture, fixtures and equipment shall remain the personal property of the Developer (or the Developer's equipment lessor);

(f) The Developer shall have the unrestricted right to assign the lease to Del Taco or another franchisee of Del Taco;

(g) The Developer shall have the right to remodel every ten years, pursuant to the terms of the Franchise Agreement;

(h) The Developer shall have the right to de-identify the premises upon the termination or expiration of the Franchise Agreement and Del Taco shall have the right to enter the premises and de-identity the premises if the Developer fails to do that;

(i) The Landlord shall agree not to operate or allow the operation of any land owned or controlled by the landlord within a one-mile radius of the premises for a competing Mexican quick service restaurant;

(j) The lease shall have a term at least equal to the term of the Franchise Agreement; and

(k) The lease shall provide that no amendment of any of the foregoing provisions may take place without the written consent of Del Taco.

Del Taco may, at its option, require Developer and its landlord to execute a lease addendum, incorporating the above provisions, in such form as Del Taco may designate. Del Taco, in its sole and absolute discretion, may waive any one or more of the foregoing requirements, and the Developer shall not have any rights or claims against Del Taco if Del Taco waives or fails to insist on the compliance with any of the foregoing requirements.

8. Franchise Agreement. Subject to Del Taco's written approval of a proposed site and the construction plans for the Restaurant proposed for development at the site, Del Taco shall send the Developer a Franchise Agreement for the proposed site using the then-current form of Franchise Agreement being offered to new Del Taco franchisees. Prior to the commencement of construction of the Restaurant, and within 10 days (or any longer time required by law) after the receipt of the Franchise Agreement from Del Taco for an approved site, the Developer shall execute the Franchise Agreement and return it to Del Taco, together with all payments then due Del Taco. Promptly upon Del Taco's receipt of the properly-executed Franchise Agreement and all payments then due Del Taco, Del Taco shall execute the same and return a copy to the Developer. If Del Taco does not receive the properly-executed Franchise Agreement and all payments than due Del Taco within that 10-day period, Del Taco shall have the right to revoke its approval of the proposed site and, if Del Taco revokes its approval, the Developer shall have not have any right to open a Restaurant on that site.

9. Acquisition, Development and Construction of Restaurant Site. The Developer shall have sole responsibility for the acquisition (through purchase, lease, sublease or otherwise), development and construction of a Restaurant on the approved site.

10. Pre-Construction Obligations of Developer. The Developer shall not begin construction of any Restaurant unless the following events have taken place:

(a) Del Taco has approved the site, without conditions, in accordance with Section 7 of this Agreement.

(b) The Developer has obtained the right to use the site, either by purchase or lease, and has obtained and provided a fully executed copy of the lease or asset purchase agreement, including the recorded deed, to Del Taco and has obtained all necessary permits, governmental approvals, and other necessary rights to construct, maintain and operate a Restaurant on the approved site. Developer shall provide a certified copy of any and all related acquisition documents to Del Taco as requested.

(c) Del Taco has approved the Developer's general contractor and architect pursuant to Del Taco's requirements.

(d) Del Taco has approved the Developer's Site Approval Package and final site plan, layout and construction plans, with the understanding that Del Taco's approval of a Site Approval Package and any site plan, layout or plans does not constitute any representation, warranty or guarantee by Del Taco regarding the future success of the site for a Restaurant.

11. Construction Requirements. As soon as the Developer has acquired the right to use the site, obtained all necessary permits and governmental approvals; otherwise obtained the rights to construct, maintain and operate the Restaurant; and entered into a construction contract for the Restaurant, the Developer shall notify Del Taco and shall commence construction of the Restaurant in accordance with the following terms and conditions:

(a) Unless the Developer is remodeling an existing building, the Developer shall construct the Restaurant in accordance with the site plan approved by Del Taco for the Restaurant and with Del Taco's standard construction plans, specifications and layouts, subject, however, to any alterations required by any applicable law, regulation or ordinance as determined by Developer's architect or other professional retained by Developer. Del Taco shall approve or reject any proposed site plan within 15 days after the receipt of the same from the Developer. If the Developer must make any alterations to the site plan approved by Del Taco or to any of Del Taco's construction plans, specifications or layouts, for any reason, Del Taco must approve those alterations before the Developer begins any work. The Developer acknowledges that Del Taco's approval of any alterations to its standard construction plans, specifications or layouts does not constitute any representation, warranty or guarantee by Del Taco that the alterations will result in the construction of a successful, operating Restaurant or comply with local building codes or ordinances. The Developer shall pay the cost, including engineering and architectural fees, incurred in obtaining approvals by the appropriate governmental authorities of the site plan, construction plans, specifications and layout.

(b) If Developer is remodeling an existing building, Del Taco must approve all remodel plans and specifications before the Developer begins any work.

(c) During the course of construction of the Restaurant, the Developer shall permit authorized personnel of Del Taco to enter the Restaurant at any time during normal business hours, with or without notice, for the purpose of inspecting and examining the construction of the Restaurant to ascertain whether it complies with the terms of this Agreement. The Developer shall cooperate and shall cause its general contractor to cooperate with Del Taco's representatives by rendering any assistance reasonably requested. Upon notice from Del Taco, the Developer, at its sole cost and expense, promptly shall correct any deficiencies detected by an inspection.

12. Restrictions on and Obligations of the Developer. The Developer acknowledges and agrees as follows:

(a) This Agreement includes only the right to select sites for the construction of Restaurants and to submit the same to Del Taco for its approval. This Agreement does not include the grant of a license by Del Taco to the Developer of any rights to use the Del Taco System or any part of this Del Taco System or to open or operate any Restaurants within the Development Area. The Developer shall obtain the license to use those additional rights at each Restaurant upon the execution of each Franchise Agreement by both the Developer and Del Taco and by payment of the franchise fee set forth in Section 5 of this Agreement.

(b) The Development Rights granted under this Agreement constitute personal services and the Developer cannot sell, assign, transfer or encumber them, in whole or in part.

(c) The Developer shall have no right to use in its name the name "Del Taco," "Del" or other names used by Del Taco.

(d) The Developer shall indicate clearly the independent ownership of the Developer's business.

(e) The Developer shall indemnify and hold Del Taco harmless from any liability, damage or cost (including reasonable attorneys' fees) as a result of claims, demands or judgments, of any kind or nature, by any person or entity, arising out of, or otherwise connected with, this Agreement, the Development Rights, the acquisition of any restaurant site, or the development or construction of any Restaurant.

(f) In connection with any development or construction of any Restaurant under this Agreement, the Developer shall comply with all applicable state, federal and local laws, rules and regulations applicable to its development and construction.

(g) Concurrent with the execution of this Agreement, if the Developer is not an individual, each holder of an ownership interest in the Developer shall execute the Personal Guarantee included with this Agreement and must be listed in Exhibit C.

(h) The Developer shall meet with representatives of Del Taco at the Developer's Restaurant or business offices, annually upon Del Taco's reasonable request, to review the Developer's staffing, sales, future development plans, the Developer's qualification status for further development, and any other matters Del Taco reasonably may determine to review.

(i) Concurrent with the opening of the first Restaurant under this Agreement, the Developer shall install at its business office, if any, a computer system compatible with and that meets all the same standards as the computer system in each Restaurant, including the installation of any dedicated telephone and power lines and modems required to bring the computer system "on-line" with Del Taco's computer system at its headquarters. Del Taco shall have the right to access the Developer's computer system, as Del Taco decides necessary or appropriate, to retrieve data and information relating to the Restaurants, including (without limitation) daily sales, menu mix, point of sale, bookkeeping, operations and financial information; customer survey results; and inventory information. Should Del Taco develop proprietary software programs, system documentation manuals, and other proprietary materials in connection with the operation of the Restaurants, the Developer shall utilize Del Taco's proprietary software and programs and, upon request by Del Taco, shall pay a software license fee and execute a standard form of software license agreement. The Developer also shall purchase from Del Taco any new or upgraded proprietary software programs, manuals and computer- related materials that Del Taco decides to adopt or upgrade at the prices and upon the terms Del Taco may establish.

13. Retention of Rights. Except as provided in Section 2 of this Agreement, Del Taco and its Affiliates shall retain the following rights:

(a) The right to construct and operate other Del Taco restaurants and to use the Del Taco System or any part of the Del Taco System at any location outside the Development Area and to license others to do the same.

(b) The right to develop, use and franchise the rights to any trade names, trademarks, service marks, trade symbols, emblems, signs, slogans, logos or copyrights designated by Del Taco for use with the Del Taco System for use with the same, similar or different franchise systems for the sale of the same, similar or different products or services as those used in connection with the Del Taco System at any

location outside the Development Area on any terms and conditions Del Taco may deem advisable and without granting the Developer any rights in them.

(c) The right to develop, construct, operate, merchandise, sell, license and/or franchise others to sell Del Taco foods and other products to the public within the Development Area, including the immediate area surrounding any Del Taco restaurant location submitted by Developer to Del Taco for approval, or any Del Taco restaurant established by Developer, irrespective of any boundaries otherwise referenced in this Agreement through restaurant outlets (whether mobile or fixed, permanent or temporary) located on military bases, institutional outlets (including, without limitation, college campuses, hospitals and school lunch programs), fairs, athletic contests or other special events, casinos, airports and larger retail outlets, including (without limitation) Wal-Mart and Home Depot, toll roads, limited access highways, schools, universities, enclosed shopping malls, hotels, industrial or government facilities, amusement or theme park complexes, train stations, bus stations or transportation facilities, and other locations owned or operated by major institutions with sites throughout the country or a particular state (collectively, referred to as "Alternative Points of Distribution") and to use the Del Taco System in connection with those Alternative Points of Distribution.

Del Taco shall notify Developer in writing of Del Taco's or another franchisee's intent to develop one or more Del Taco restaurants at the specific Alternative Point of Distribution within the Development Area. If Developer can demonstrate to Del Taco's satisfaction, within 30 days of Developer's receipt of such notification, that Developer has the ability to enter into an agreement under the same terms and conditions offered to Del Taco or another franchisee, as well as the financial and operational resources available to it for the development of the Del Taco restaurant at the specific Alternative Point of Distribution, then Del Taco shall offer the opportunity to Developer under the same terms and conditions offered to Del Taco or another franchisee.

(d) After the expiration or earlier termination of this Agreement, to continue to construct and operate other Restaurants and to use the Del Taco System at any location within the Development Area and to license others to do the same.

(e) Establish, operate, and license others to establish and operate, any co-branded or multi-branded restaurant or food-related business, within or outside the Development Area, which uses the Del Taco's trademarks and the trademark(s) of one or more other related or unrelated brands and which may offer or sell same or similar menu items as Del Taco restaurants.

(f) Offer and sell, and authorize others to offer and sell, approved collateral products and services, including those offered and sold at Del Taco Restaurants (such as pre-packaged food products, clothing, and other branded merchandise and memorabilia), under the Del Taco's trademarks or other marks at or from any location or through any channel of distribution (including, but not limited to, grocery stores, catalogs, the Internet, other retail or restaurant locations and other food service facilities such as kiosks, concessions, food trucks, or multi-brand facilities) and provide a limited number or representative sample of the products and services normally offered by the Del Taco Restaurants.

(g) Establish and operate, and license others to establish and operate, any restaurants or other businesses that Del Taco or its Affiliates may operate or license as a result of any acquisition, consolidation, or merger, whether or not located within the Development Area and despite the proximity of such restaurants to the Development Area or their actual or threatened impact on sales at any Del Taco Restaurant, whether or not such other restaurants or businesses operate under Del Taco's trademarks or under other marks.

(h) Engage in any other activity, action, or undertaking that Del Taco or its Affiliates are not expressly prohibited from taking under this Agreement.

14. Defaults. The occurrence of any of the following events shall constitute a default under this Agreement:

(a) The Developer fails to submit a complete Site Approval Package by the time set forth in the Development Schedule.

(b) The Developer begins construction on any Restaurant prior to Del Taco's approval of the site and construction plans for the proposed Restaurant.

(c) The Developer fails to open the Restaurants by the time set forth in the Development Schedule.

(d) The Developer uses the Del Taco System or any other names, marks, systems, logos, symbols or rights belonging to Del Taco except pursuant to, and in accordance with, a valid and effective Franchise Agreement.

(e) The Developer or any Affiliate of the Developer has any interest, direct or indirect, in the ownership or operation of any restaurant which offers Mexican food or operates like, competes with, looks like, copies or imitates any Restaurant or uses any part of the Del Taco System other than in accordance with this Agreement.

(f) The Developer fails to remit to Del Taco any payments required by Section 5 when due.

(g) The Developer begins work upon any Restaurant at any site before satisfying all of the conditions set forth in this Agreement.

(h) The Developer attempts to effect any assignment of its rights under this Agreement.

(i) The Developer makes, or has made, any misrepresentations to Del Taco in connection with obtaining this Agreement or any Franchise Agreement or in acquiring, developing or constructing any Restaurant.

(j) The Developer fails to obtain Del Taco's prior written approval or consent as expressly required by this Agreement.

(k) The Developer defaults in the performance of any other obligation under this Agreement.

(l) The Developer defaults in the performance of any obligation under any Franchise Agreement or other agreement with Del Taco, whether or not terminated as a result of the default.

(m) The Developer or any guarantor of the Developer (i) becomes insolvent by reason of or admits its inability to pay its debts as they mature, (ii) is adjudicated a bankrupt, or (iii) files or has filed against it a petition in bankruptcy, reorganization or similar proceedings.

(n) A court of competent jurisdiction appoints a receiver, permanent or temporary, of the business, assets or property of the Developer or any guarantor of the Developer.

(o) The Developer or any guarantor of the Developer requests the appointment of a receiver or makes a general assignment for the benefit of creditors.

(p) The Developer suffers a final judgment against it or any guarantor of the Developer in the amount of $50,000 or more that remains unsatisfied or of record for 30 days or longer.

(q) Anyone attaches the bank accounts, property or receivables of the Developer or any guarantor of the Developer.

(r) Anyone executes a levy against the business or property of the Developer or any guarantor of the Developer.

(s) The Developer repeatedly fails on more than two occasions during any 12-month period to comply with one or more requirements of this Agreement or any other agreement with Del Taco, whether or not corrected after notice.

(t) The Developer or any Affiliate of the Developer is convicted of any felony or any other crime involving moral turpitude.

15. Termination. Upon the occurrence of any event of default, Del Taco, without prejudice to any other rights or remedies contained in this Agreement or provided by law, shall have the following rights and remedies:

(a) With regard to any default involving the non-payment of money, Del Taco may terminate this Agreement if the Developer fails to cure the default within five days (or any longer period required by applicable state law) after Del Taco gives written notice of the default to the Developer.

(b) With regard to any default not involving the non-payment of money or a non-curable default listed below, Del Taco may terminate this Agreement if the Developer fails to cure the default within 30 days (or any longer period required by applicable state law) after Del Taco gives written notice of the default to the Developer.

(c) With regard to any of the defaults other than those listed in paragraphs (a), (f), (k) or (l) of Section 14, Del Taco may terminate this Agreement immediately upon written notice to the Developer, subject to applicable state law.

(d) Upon termination of this Agreement for any reason, and without limiting any rights or remedies available to Del Taco under this Agreement or the law, the Developer shall cease immediately any attempts to select or develop sites on which to construct Restaurants.

(e) The termination of this Agreement shall not affect the rights of the Developer to operate Restaurants in accordance with the terms of any Franchise Agreement with Del Taco until and unless those agreement terminate or expire.

16. Legal Form of Developer. If the Developer or its successor is a legal entity, the following provisions shall apply:

(a) The articles of incorporation and bylaws, partnership agreement, limited liability company operating agreement, or similar organizational documents (the "Charter Documents") shall limit the purpose of the entity to the development and operation of Del Taco Restaurants and shall prohibit the issuance and transfer of the ownership interests in the Developer in violation of this Agreement. The Developer shall furnish Del Taco, at the time of execution of this Agreement or upon the issuance or transfer of any ownership interests in the Developer, certified copies of its Charter Documents evidencing compliance with the foregoing and an agreement executed by all owners of the Developer, stating that no owner shall sell, assign or transfer, voluntarily or by operation of law, any ownership interests in the Developer to any person or entity other than existing owners, to the extent permitted by this Agreement, without the prior written consent of Del Taco. All ownership interests issued by the Developer shall bear the following legend, which shall appear legibly and conspicuously on each document or certificate evidencing an ownership interest:

> "The transfer of these securities is subject to the terms and conditions of an agreement with Del Taco LLC."

(b) The Developer shall recall any presently issued and outstanding ownership interests and place the foregoing legend on them. The Developer shall place a stop transfer order against the transfer of any ownership interests, except transfers permitted by this Section 16. Each holder of an ownership interest in the Developer shall execute the Personal Guarantee included with this Agreement.

17. Confidentiality and Covenants Not to Compete. The Developer shall comply with the following confidentiality and covenant not to compete provisions:

(a) The Developer and its Affiliates shall not use, in connection with the operation of any restaurant (other than the Restaurant) any part of the Del Taco System or any other names, marks, systems, logos, symbols or foodstuffs provided by Del Taco or proprietary foodstuffs provided by an approved vendor to the Developer or cause or permit any restaurant to offer Mexican food or look like, copy or imitate the Restaurant other than pursuant to an agreement with Del Taco.

(b) The Developer and its Affiliates shall hold the Del Taco System and all parts of the Del Taco System in confidence. The Developer acknowledges that Del Taco has developed the Del Taco System over an extended period of time and at a substantial cost to Del Taco and, if used by other persons, firms or entities, would give those other persons, firms or entities an unfair competitive advantage. The Developer shall not disclose (except to employees or agents that need access to the information in order to construct or operate the Restaurant) or use or permit the use of the Del Taco System, or any part of the Del Taco System, except as authorized by this Agreement.

(c) The Developer and its Affiliates shall treat as and keep confidential the Standard Operating Procedures Manual, any other manuals or materials designated for use with the Del Taco System, and any other information Del Taco may designate from time to time for confidential use with the Del Taco System, as well as all other trade secrets, confidential information, knowledge and know-how concerning the construction or operation of the Restaurant imparted to, or acquired by, the Developer from time to time in connection with this Agreement. The Developer acknowledges the unauthorized use or disclosure of that confidential information and trade secrets will cause incalculable and irreparable injury to Del Taco. The Developer accordingly agrees that it shall not disclose (except to employees or agents that need access to the information in order to construct or operate the Restaurant) or use or permit the use of that information, in whole or in part, or otherwise make the same available to any unauthorized person or source. Any and all information, knowledge and know-how about the Del Taco System; Del Taco's products, services, standards, specifications, systems, procedures and techniques; and any other information or material Del Taco may designate as confidential shall constituted confidential information for the purposes

of this Agreement. The Standard Operating Procedures Manual; any other manuals or materials designated for use with the Del Taco System; the knowledge concerning the logic, structure and operation of computer software programs that Del Taco authorizes for use in connection with the operation of the Restaurants; and all confidential information and trade secrets shall remain the sole property of Del Taco, and the Developer shall not acquire any right, title or interest in it by virtue of its authorization pursuant to this Agreement to possess and use the same.

(d) The Developer shall cause each person actively involved in the management or operation of the business of the Developer or the operation of the Restaurant, at the time of his or her employment, to enter into a confidentiality agreement in the form required from time to time by Del Taco. The Developer shall prevent any person from using, in connection with the operation of any restaurant, the Del Taco System or from operating any restaurant which offers Mexican food or looks like, copies, competes with, or imitates the Restaurant or any Del Taco restaurant or operates in a manner that seeks to serve the same customers as Del Taco or any franchisee of Del Taco, other than pursuant to an agreement with Del Taco. If the Developer has reason to believe that any person has violated the provisions of the confidentiality agreement or this Section 17, the Developer shall notify Del Taco and shall cooperate with Del Taco to protect Del Taco against infringement or other unlawful use of the Del Taco System, including (without limitation) the prosecution of any lawsuits if deemed necessary or advisable by Del Taco.

(e) The Developer (and if a legal entity, the Developer's owners holding a 10% or greater interest in the Developer), during the term of this Agreement and for a period of two years after the expiration or termination of this Agreement, shall not, within the Protected Area of any Restaurant or within two miles of any other Del Taco restaurant owned and/or operated by Del Taco or any other franchisee or licensee of Del Taco, (i) engage in or acquire any direct or indirect interest in any business that uses, duplicates or simulates in any way the Del Taco System or any portion of the Del Taco System, and/or (ii) engage in any food service business similar to the food service business operated under the Del Taco System.

(f) The Developer acknowledges that any violation of this Section 17 shall constitute both a material breach of this Agreement and a tortious interference with Del Taco's rights in its confidential information and trade secrets. The Developer further acknowledges that any violation will cause irreparable and incalculable harm to Del Taco and agrees that Del Taco shall have the right to obtain temporary and permanent injunctions to prevent violations.

18. Arbitration. Except as otherwise provided in this Agreement, any claim, controversy or dispute arising out of or relating to this Agreement, the Restaurant, or the relationship created by this Agreement, including any claim by Developer or its owners, concerning the entry into, the performance under, or the termination of this Agreement, or any other agreement between the parties will be resolved via binding arbitration under the authority of the Federal Arbitration Act in accordance with the following provisions:

(a) Any arbitration will be administered by the American Arbitration Association (or its successor) pursuant to its then-current commercial arbitration rules and procedures. The arbitrator will have the authority to decide issues regarding arbitrability and the scope of the arbitrator's jurisdiction. The arbitration must take place in the county in which our headquarters are located at the time of the dispute (currently Orange County, California).

(b) Any arbitration must be on an individual basis, and not as part of a common, consolidated, or class action. The parties and the arbitrator will have no authority or power to proceed with any claim as a class action or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties. If a court determines that this limitation on joinder of or class action

certification of claims is unenforceable, then this entire commitment to arbitrate will become null and void and the parties will submit all claims to the jurisdiction of the courts.

(c) The arbitrator must follow the law and not disregard the terms of this Agreement or its related agreements. Except as otherwise provided in this Agreement, the arbitrator will have the authority to award any interim, interlocutory, or final remedy or relief that a court of the State of California could order or grant, including, without limitation, general damages, specific performance of any obligation created under this Agreement, the issuance of an injunction or other extraordinary relief, or the imposition of sanctions for abuse or frustration of the arbitration process; however, the arbitrator may not under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement; (ii) assess punitive or other prohibited damages; or (iii) make an award that extends, modifies, or suspends any lawful term of this Agreement or its related agreements or any reasonable standard of business performance that we set.. A judgment may be entered upon the arbitration award by any state or federal court of competent jurisdiction. The decision of the arbitrator will be binding and final on all parties to the dispute.

(d) Except as necessary to obtain interim or provisional relief, to enforce any arbitration award or order, or to comply with any franchise-specific disclosure obligation, the arbitration proceeding and award will be maintained as strictly confidential and neither party hereto nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties hereto.

(e) Each party will bear their share of the costs of the arbitration proceeding. The prevailing party to the arbitration will have the right to an award of its reasonable attorneys' fees and costs incurred after the filing of the demand for arbitration. If either Del Taco or Developer seeks to enforce this Agreement in any arbitral or other proceeding, the prevailing party will be entitled to recover its reasonable costs and expenses (including reasonable attorneys' fees, costs, and expenses (and interest on such fees, costs, and expenses) and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel or living expenses) incurred in connection with such judicial or other proceeding.

(f) Notwithstanding anything to the contrary contained in this Section 18, either party may file suit in a court of competent jurisdiction (pursuant to Section 20) for the entry of temporary or preliminary injunctive relief, restraining orders, and orders of specific performance, including injunctive relief pertaining to Developer's use of the Del Taco System, including Del Taco's trademarks and service marks.

(g) This agreement to arbitrate will survive the expiration or termination of this Agreement.

19. Notices. Except as otherwise provided in this Agreement, when this Agreement makes provision for notice or concurrence of any kind, the sending party shall deliver or address the notice to the other party by hand delivery, certified mail, delivery via a nationally-recognized overnight delivery service, telecopy or e-mail to the following address, as applicable:

Del Taco:	25521 Commercentre Drive, Suite 150 Lake Forest, California 92630 Telecopy Number: (949) 462-9300
The Developer:	The Developer's notice address set forth on Exhibit A to this Agreement

All notices pursuant to the provisions of this Agreement shall run from the date that the other party receives or refuses delivery of the notice or three business days after the party places the notice in the United States mail. Each party may change the party's address by giving written notice to the other party.

20. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the internal laws of California, without regard to its conflicts of laws provisions. However, the laws of the state in which the Developer resides or has its principal place of business shall govern the enforcement of the non-compete provisions of Section 17 of this Agreement. Subject to the terms and provisions of Section 18, above, Del Taco and the Developer shall bring any controversy or claim arising out of this Agreement only before a court of competent jurisdiction in Orange County, California. The parties hereto irrevocably waive trial by jury in any action, proceeding, or counterclaim in connection with any matter or dispute of any kind arising under or in any way connected with this Agreement or any right or remedy hereunder, whether at law or in equity, brought by either party hereto.

21. Remedies, Waiver, Consents and Damages. Except as set forth in this Agreement, no rights or remedies set forth in this Agreement shall exclude any other right or remedy allowed by law or in equity. No waiver by a party of any covenant or condition or breach of any covenant or condition of this Agreement shall constitute a waiver of any subsequent breach or nonobservance on any other occasion of the same or any other covenant or condition of this Agreement. Subsequent acceptance by Del Taco of payments due it shall constitute a waiver by Del Taco of any prior breach. Whenever this Agreement requires Del Taco's prior approval or consent, the Developer shall make a timely written request to Del Taco for the approval or consent, which Del Taco shall grant, if at all, only in writing. Del Taco makes no warranties or guarantees, and assumes no liability or obligation to the Franchisee, by providing any waiver, approval, consent or suggestion to the Developer in connection with this Agreement or by reason of any neglect, delay or denial of any request. The Developer and the Developer's owners hereby waive any right to or claim for punitive or exemplary damages, multiple damages, consequential damages, or lost profit damages (even if the Developer has advised Del Taco of the possibility of those damages), or any other damages, whether based on contract, tort or otherwise, except for actual damages. The actual damages that the Developer may recover shall not exceed the aggregate amount of development fees paid by the Developer to Del Taco since the occurrence of the act or omission giving rise to the claim for damages. **EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 21, ANY AND ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES' RELATIONSHIP, OR DEVELOPER'S OPERATIONS OF ANY RESTAURANTS, (INCLUDING ANY DEFENSES AND ANY CLAIMS OF SET-OFF OR RECOUPMENT), SHALL BE IRREVOCABLY BARRED UNLESS BROUGHT OR ASSERTED BEFORE THE EXPIRATION OF THE EARLIER OF (A) THE TIME PERIOD FOR BRINGING AN ACTION UNDER ANY APPLICABLE STATE OR FEDERAL STATUTE OF LIMITATIONS; (B) ONE (1) YEAR AFTER THE DATE UPON WHICH A PARTY DISCOVERED, OR SHOULD HAVE DISCOVERED, THE FACTS GIVING RISE TO AN ALLEGED CLAIM; OR (C) TWO (2) YEARS AFTER THE FIRST ACT OR OMISSION GIVING RISE TO AN ALLEGED CLAIM.**

22. Severability. If a court or arbitrator finds any provision of this Agreement or the application of any of its provisions to any person or to any circumstances invalid or unenforceable, that finding shall not affect any other provision of this Agreement or its application to any other person or circumstance.

23. Entire Agreement. This Agreement and any addendum to this Agreement contain the entire agreement between the parties to this Agreement relating to the subject matter of this Agreement. Nothing in this Agreement or in any related agreements is intended to disclaim the representations made in the franchise disclosure document. No agreement of any kind relating to the matters covered by this Agreement shall bind either party unless in writing and executed by all interested parties.

24. Designated Persons. Del Taco and the Developer certify to each other that (a) it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by an Executive Order or the United States Treasury Department as a terrorist, "Specifically Designated Nation and Blocked Person," or other banned or blocked person, group, entity or nation pursuant to any law, order, rule or regulation enforced or administered by the Office of Foreign Assets control; and (g) it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.

25. Joint and Several Obligation. If the Developer consists of more than one person or entity, each person and entity shall have joint and several liability for the Developer's obligations under this Agreement.

26. Incorporation of Exhibits. All exhibits referred to in this Agreement constitute an integral part of this Agreement.

27. Headings and Pronouns. The headings in this Agreement appear for convenience only and shall not alter or affect any provisions. Each pronoun used in this Agreement shall include the other numbers and genders, as appropriate.

28. Representations, Warranties and Acknowledgments. The Developer represents, warrants and acknowledges to Del Taco as follows:

(a) The Developer has conducted an independent investigation of the business contemplated by this Agreement.

(b) The Developer understands that present and future franchisees of Del Taco may operate under different forms of agreement and, consequently, the obligations and rights of the parties to those agreements may differ materially from the obligations and rights contained in this Agreement.

(c) The execution, delivery and performance of this Agreement shall not constitute a breach of any agreement, contract or other instrument binding on the Developer.

(d) No one has any right to any fees or commissions incurred by the Developer in connection with this Agreement and the Developer shall indemnify and hold Del Taco harmless from all liabilities, costs and expenses (including reasonable attorneys' fees) in connection with any claims for fees or commissions.

29. Developer Not Del Taco's Agent. This Agreement does not in any way create the relationship of principal and agent between Del Taco and the Developer. The Developer shall not act or attempt to act or represent itself, directly or by implication, as an agent of Del Taco or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of Del Taco nor shall the Developer act or represent itself as an affiliate of any other authorized franchisee of Del Taco. The Developer shall represent and conduct itself as an independent contractor of Del Taco. The Developer shall not have the authority, express or implied, to bind or obligate Del Taco in any way.

30. Binding Effect. This Agreement shall bind the parties and their respective executors, administrators, successors and assigns.

31. Immunity for Certain Limited Disclosures. Notwithstanding anything in this Agreement to the contrary, Developer and its Affiliates and representatives, may, in accordance with any applicable law including the federal Defend Trade Secrets Act, disclose Confidential Information, including Del Taco's

trade secrets, (a) in confidence, to federal, state, or local government officials, or to an attorney of Developer, for the sole purpose of reporting or investigating a suspected violation of law; or (b) in a document filed in a lawsuit or other legal proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with any applicable law or create liability for disclosures expressly allowed by law.

Executed and delivered as of the day and year first set forth above.

DEL TACO: **DEL TACO LLC**

By: _____
Jack Tang
Vice President, General Counsel

DEVELOPER: _____

By: _____

Its: _____

Date: _____

Concurrent with its execution of this Agreement, if the Developer is not an individual, each holder of an equity interest in the Developer (e.g., shareholder, partner, member) shall execute this Personal Guarantee.

Personal Guarantee

Each of the undersigned hereby personally guarantees the performance of any and all obligations (the "Obligations") of this Development Agreement. Each of the undersigned agrees that Del Taco or its successor or assignee may proceed against the undersigned directly and independently of the Developer, and the cessation of the liability of the Developer for any reason other than the full performance of all Obligations, or any extension, renewal or forbearance of the performance of the Obligations, or any impairment or suspension of Del Taco's or its successor's or assignee's remedies or rights against the Developer, shall not in any way affect the liability of the undersigned.

Date: _____ _____

Date: _____ _____

Exhibit A

Identification of Developer and Development Area

Name of the Developer: _____

Notice Address: _____

_____

Fax: _____

The "Development Area" shall consist of the following geographic area(s) in accordance with their boundaries in effect as of the date of this Agreement, excluding (1) the protected areas of any existing franchised Del Taco restaurants within that area and (2) a circular area within a one-mile radius of the front door of any existing company-owned Del Taco restaurants: _____.

The following map shall serve only as a general illustration of the area described above. In the event of any conflict between the foregoing description and the following map, the foregoing description shall control.

Developer is granted protected rights within the Development Area described in this Exhibit A, attached hereto and incorporated herein by this reference, as expressly set forth in the Development Agreement ("Agreement"); provided, however, that (i) such territorial protection will terminate in the event Developer fails to meet its obligations under this Agreement or any other agreement to develop restaurants within the Development Area; and (ii) Developer understands and acknowledges that certain locations within the Development Area are excluded from the Agreement as they may be more appropriately developed by Company, or by a company that specializes in institutional foodservice operations or has exclusivity rights or master lease rights. These locations include airports, the campuses of universities or colleges, hospitals, public transportation facilities, amusement parks, government facilities, malls, stadiums, or other sports facilities, and similarly situated sites and other "Alternative Points of Distribution" as defined in the Agreement. Notwithstanding any provision of the Agreement to the contrary, at any time, Del Taco may develop and operate, or franchise others to develop and operate, Del Taco restaurants at such sites whether or not the sites are located within the Development Area. The development and operation of such sites by Del Taco and/or other developers shall not constitute a violation of the Agreement. If Del Taco permits Developer to develop such a site, that site will not count toward the development obligations under the Agreement.

Exhibit B

Development Schedule

Restaurants	Site Approval Package Due Date	Restaurant Opening Date
One		
Two		
Three		

Exhibit C

Statement of Ownership Interests

A. The following is a list of all shareholders, partners or other investors in Developer, including all investors who own or hold a direct or indirect interest in Developer, and a description of the nature of their interest:

Entity name:

Individual Name	Percentage of Ownership/Nature of Interest*

* Must equal 100%.

EXHIBIT D-1

DEVELOPMENT INCENTIVE PROGRAM
ADDENDUM TO DEVELOPMENT AGREEMENT

DEVELOPMENT INCENTIVE PROGRAM
ADDENDUM TO DEVELOPMENT AGREEMENT

Del Taco LLC ("Del Taco") and _____ (the "Developer") hereby enter into this Addendum to that certain Development Agreement dated _____, 20__, by and between Del Taco and the Developer (the "Development Agreement").

W I T N E S S E T H:

Whereas, Del Taco and the Developer wish to enter into a Development Agreement for the development of three or more Del Taco Restaurants (the "Restaurant(s)") in a market that Del Taco, in its sole determination, has deemed to be undeveloped or emerging and which Del Taco has identified for further development; and

Whereas, Del Taco and the Developer wish to modify certain provisions of the Development Agreement as set forth below;

Now, therefore, in consideration of the covenants and agreements set forth in the Development Agreement and this Addendum, the parties hereby agree as follows:

Development Incentive Program. For so long as Developer and its affiliates are fully compliant with the terms of the Development Agreement, Franchise Agreement, and any other agreements entered into with Del Taco and its affiliates, the following provision shall apply to each Franchise Agreement executed pursuant to the Development Agreement:

> The Royalty Fee (which is currently 5% of Net Sales) will be reduced to: (i) 1% of Net Sales for the first year of a Restaurant's operations; (ii) 2% of Net Sales for the second year of a Restaurant's operations; (iii) 3% of Net Sales for the third year of a Restaurant's operations; (iv) 4% of Net Sales for the fourth year of a Restaurant's operations; and (v) 5% of Net Sales for all subsequent years.

Adherence to Development Schedule. The Developer must develop each Restaurant according to the development schedule of the Development Agreement to qualify for the development incentives described in this Addendum. In the event the Developer breaches the Development Agreement or Franchise Agreement, in addition to the other rights and remedies available to Del Taco under the Development Agreement and Franchise Agreement, Developer shall immediately pay to Del Taco the amount of any reduction in the Initial Franchise Fees or Royalty Fees.

Transferability. The Developer shall not have any rights to transfer this Addendum or the rights granted to the Developer by it.

No Other Modifications. Except as specifically set forth in this Addendum, the terms of the Development Agreement shall remain unchanged and in full force and effect.

Executed and delivered as of the date of the Development Agreement.

Del Taco: **Del Taco LLC**

By: _____
Jack Tang, Vice President, General Counsel

Developer: _____

By: _____

Its: _____

Date: _____

EXHIBIT E

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

Exhibit E

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Exhibits:

A Identification of Franchisee
B Site Selection Addendum
C Authorization Agreement for Prearranged Payments (Direct Debits)
D Statement of Ownership Interests
E Guarantee, Indemnification, and Acknowledgment
F Non-Disclosure and Non-Competition Agreement
G Addendum to Lease

FRANCHISE AGREEMENT

Del Taco LLC ("**Del Taco**"), a California limited liability company, and the undersigned (the "**Franchisee**") enter into this Franchise Agreement (this "**Agreement**") as of the ____ day of _____, 2025 (the "**Effective Date**").

RECITALS

A. Del Taco, as the result of the expenditure of significant time, skill, effort and money, has developed a distinctive and proprietary system (the "**Del Taco System**" or "**System**") for establishing and operating restaurant businesses, which specialize in the sale of Mexican-American foods such as tacos and burritos, along with burgers, shakes and desserts, French fries, breakfast items, soft drinks, and such additional or alternate menu and other items as Del Taco may designate from time to time for on-premises and off-premises consumption ("**Menu Items**");

B. The distinguishing characteristics of the System include, among other things: one or more specially-designed buildings or facilities for restaurant operations with specified site furniture, fixtures, kitchen display systems and equipment; site selection and layout criteria; distinctive interior and exterior design, décor, signage color scheme and furnishings, fixtures and other trade dress elements; proprietary products; standards, specifications, policies and procedures for construction and management; quality, distinctiveness and uniformity of products and services; standards, specifications, policy and procedures for restaurant operations; training and assistance; and advertising and promotional programs, all as more particularly described and designated in the Manuals (defined below) and all of which Del Taco may change, improve, and further develop at its option from time to time;

C. Del Taco identifies the System by means of certain licensed trade names, service marks, trademarks, logos, emblems, and indicia of origin, including the mark "Del Taco" and such other trade names, service marks and trademarks as are now designated (and may hereinafter be designated by Del Taco in writing) for use in connection with the System (the "**Proprietary Marks**"). Del Taco continues to use such Proprietary Marks in order to identify for the public the source of products and services marketed thereunder and under the System, and to represent the System's high standards of quality, appearance, and service;

D. Del Taco is in the business of operating and franchising others to operate restaurants that sell Menu Items and products and services that Del Taco designates under the System and the Proprietary Marks (each a "**Del Taco Restaurant**") and Franchisee desires to operate a Del Taco Restaurant and to receive the training and other assistance provided by Del Taco in connection therewith; and

E. Franchisee understands and acknowledges the importance of Del Taco's high standards of quality, cleanliness, appearance, and service and the necessity of operating the business franchised under this Agreement in conformity with Del Taco's standards and specifications.

Now, therefore, in consideration of the foregoing and of the covenants contained in this Agreement, the parties agree as follows:

1. Grant.

1.1 Grant of Rights. Upon the terms and conditions set forth in this Agreement, Del Taco hereby grants to Franchisee the right, and Franchisee accepts and undertakes the obligation, to: (a) operate one (1) Del Taco Restaurant under the System (the "**Restaurant**"); (b) to use, only in connection with the

Restaurant, the Proprietary Marks and the System, as they may be changed, improved, or further developed from time to time by Del Taco; and (c) and to do so only at or from a physical premises located within the Protected Area (defined below in Section 1.2) at the location specified in Exhibit A. If, at the time of execution of this Agreement, a location for the Restaurant has not been obtained by Franchisee and approved by Del Taco, Franchisee shall lease, sublease, or acquire a site for the Restaurant, subject to Del Taco's written consent in accordance with the Site Selection Addendum attached as Exhibit B (the "**Site Selection Addendum**"). Franchisee shall not relocate the Restaurant without Del Taco's prior written consent. Del Taco shall grant or withhold consent of the relocation of the Restaurant under this Section 1.1. In connection with Del Taco's consent to the location, Franchisee shall execute, and cause the landlord to execute, the Addendum to Lease appended hereto as Exhibit G. Franchisee acknowledges and agrees that Del Taco's consent to Franchisee's proposed location, under this Section 1.1 or pursuant to the Site Selection Addendum, does not constitute any assurance, representation, or warranty of Del Taco of any kind.

1.2 Protected Area. Except as otherwise described in this Agreement, for so long as Franchisee is in full compliance with this Agreement, Del Taco will not, during the term of this Agreement, operate or license others to operate a Del Taco Restaurant at a physical premises located within the Protected Area. "**Protected Area**" shall mean the area within a one (1) mile radius around the Restaurant, with the exception of any outlet that is open, under construction or site approved or that is defined in this Agreement as an Alternative Point of Distribution (defined below) that is developed, constructed, operated, merchandised, sold, licensed and/or franchised to others by Del Taco to sell Menu Items, products, and services to the public within the Protected Area, as may be revised in accordance with Section 1.2.5 hereof. "**Alternative Point(s) of Distribution**" shall mean any outlet described in Section 1.2.2 of this Agreement. Del Taco retains all other rights not expressly granted in this Agreement. Without obligation to Franchisee, Del Taco and its affiliates may, among other things, and regardless of proximity to or economic impact upon the Restaurant:

1.2.1 Advertise and promote the System within and outside of the Protected Area;

1.2.2 Sell or authorize others to sell Menu Items, products, and services to the public within the Protected Area through Alternative Points of Distribution, which include outlets (whether mobile or fixed, permanent or temporary) located on military bases, institutional outlets (including college campuses, hospitals and school lunch programs), fairs, athletic contests or other special events, casinos, airports and larger retail outlets, including Wal-Mart and Home Depot, toll roads, limited access highways, schools, universities, enclosed shopping malls, hotels, industrial or government facilities, amusement or theme park complexes, train stations, bus stations or other transportation facilities and other locations owned or operated by major institutions with sites throughout the country or a particular state, or any other outlet and to use the System in connection with those Alternative Points of Distribution.

1.2.3 Offer and sell any products or services (including those offered by the Restaurant), under any marks (including the Proprietary Marks) outside of the Protected Area, and through any means (including through a Del Taco Restaurant);

1.2.4 Construct and operate other Del Taco Restaurants and to use the Del Taco System or any part of the Del Taco System at any location outside the Protected Area and to license others to do the same;

1.2.5 Establish, operate, and license others to establish and operate, businesses other than Del Taco Restaurants within and outside of the Protected Area;

1.2.6 Establish, operate, and license others to establish and operate, any co-branded or multi-branded restaurant or food-related business, within or outside the Protected Area, which uses the Proprietary Marks and the trademark(s) of one or more other related or unrelated brands and which may offer or sell same or similar menu items as Del Taco restaurants;

1.2.7 Offer and sell, and authorize others to offer and sell, approved collateral products and services, including those offered and sold at the Restaurant (such as pre-packaged food products, clothing, and other branded merchandise and memorabilia), under the Proprietary Marks or other marks at or from any location, within or outside the Protected Area, or through any channel of distribution (including, but not limited to, grocery stores, catalogs, the Internet, other retail or restaurant locations and other food service facilities such as kiosks, concessions, food trucks, or multi-brand facilities) and provide a limited number or representative sample of the products and services normally offered by the Restaurant;

1.2.8 Establish and operate, and license others to establish and operate, any restaurants or other businesses that Del Taco or its affiliates may operate or license as a result of any acquisition, consolidation, or merger, located within or outside the Protected Area, whether or not such other restaurants or businesses operate under the Proprietary Marks or under other marks; and

1.2.9 Engage in any other activity, action, or undertaking that Del Taco or its affiliates are not expressly prohibited from taking under this Agreement.

1.3 No Right to Subfranchise. Franchisee may not subfranchise, sublicense, or relicense to others any right to use the System or the Proprietary Marks.

1.4 Goodwill and Del Taco Name. Except as expressly provided by this Agreement, Franchisee shall acquire no right, title or interest in and to the System. Any and all goodwill associated with the System shall inure exclusively to Del Taco's benefit; and, upon the expiration or termination of this Agreement for any cause whatsoever, Del Taco shall not have any obligation to pay any money for any goodwill associated with Franchisee's use of the System. Franchisee shall not take any action whatsoever to contest the validity or ownership of the System or the goodwill associated with the System. Franchisee shall have no right to use in its entity name (if applicable) the name "Del Taco," "Del" or any other names used by Del Taco.

2. Term and Renewal.

2.1 Term. Except as otherwise provided herein and unless sooner terminated in accordance with the provisions hereof, the initial term of this Agreement shall commence on the Effective Date and expire on the date that is the earlier of (a) twenty (20) years after the opening date of the Restaurant or (b) the expiration date of the lease for the Restaurant premises, including all applicable extensions or renewals.

2.2 Renewal. Franchisee may, at its option, renew Franchisee's right to operate the Restaurant for one (1) additional term which shall be the lesser of (a) twenty (20) years or (b) the remaining term of the lease for the Restaurant premises, including all applicable extensions or renewals, subject to the following conditions, each of which must be met prior to such renewal:

2.2.1 Franchisee shall deliver to Del Taco a written notice of Franchisee's election to renew no fewer than twelve (12) months nor more than eighteen (18) months prior to the end of the initial term;

2.2.2 Franchisee shall pay in lieu of the initial franchise fee, a renewal fee equal to the greater of (a) $35,000 or (b) Del Taco's then-current initial franchise fee for a new Del Taco Restaurant when Franchisee delivers the written notice required under Section 2.2.1;

2.2.3 Franchisee shall not have received, prior to its election to renew, written notice of a default under this Agreement on more than 3 separate occasions and, from the time of Franchisee's election to renew through the expiration of the initial term, Franchisee or its affiliates shall not have been in default of any provision of this Agreement, any amendment to this Agreement, or any other agreement between Franchisee and Del Taco or its affiliates; and, in the reasonable judgment of Del Taco, Franchisee shall have substantially complied with all the terms and conditions of this Agreement, such other agreements, as well as the operating standards prescribed by Del Taco during the initial term;

2.2.4 Franchisee shall present evidence to Del Taco that Franchisee has the right to remain in possession of the premises of the Restaurant for the duration of the renewal term, or shall obtain approval by Del Taco of a new location for the Restaurant in accordance with then-current criteria for the duration of the renewal term;

2.2.5 Franchisee shall refurbish, remodel, renovate and upgrade the Restaurant to comply with Del Taco's then-current specifications for new Del Taco restaurants of the same or similar type, including fixtures, furnishings, technology and kitchen equipment.

2.2.6 Franchisee shall have satisfied all monetary obligations owed by Franchisee to Del Taco and its affiliates, and shall have timely met those obligations throughout the initial term;

2.2.7 Franchisee (and its owners and affiliates) shall execute a general release, in a form satisfactory to Del Taco of any and all claims against Del Taco and its current and former affiliates, and their respective past and present officers, directors, agents, and employees;

2.2.8 Franchisee shall execute Del Taco's then-current form of franchise agreement, which agreement shall supersede this Agreement in all respects (except with respect to the renewal provisions of the new franchise agreement, which shall not supersede this Section 2.2). Franchisee acknowledges that the terms, conditions, and provisions of the renewal franchise agreement, and the obligations of the parties, may differ substantially from the terms, conditions, provisions and obligations in this Agreement, including a higher percentage Royalty Fee and advertising contribution or expenditure, and a different or modified Protected Area;

2.2.9 Upon execution of the then-current form of franchise agreement, Franchisee also shall pay a Promotional Fee (defined below) equal to the greater of (1) $10,000 or (2) the Promotional Fee then being charged to new franchisees; and

2.2.10 Franchisee and its personnel shall comply with Del Taco's then current qualification and training requirements, prior to commencement of operations under the renewal form of franchise agreement.

2.3 No assurances of a renewal franchise agreement. Franchisee accepts this Agreement with the full and complete understanding that the grant of rights to operate a Franchise hereunder is not a promise or assurance that Franchisee will be granted a renewal franchise agreement.

3. Fees and Payments.

3.1 Franchise Fee. Franchisee shall pay Del Taco an initial franchise fee of $35,000, upon execution of this Agreement. Except as otherwise stated in this Agreement, as between Franchisee and Del Taco the Franchise Fee is fully-earned and non-refundable in consideration of the administrative and other expenses incurred by Del Taco in granting this franchise and for Del Taco's lost or deferred opportunity to offer the rights to this franchise to others.

3.2 Promotional Fee. Franchisee shall pay Del Taco a fee of $10,000 (the "**Promotional Fee**") upon execution of this Agreement. The Promotional Fee shall be drawn upon by Franchisee through reimbursements submitted to Del Taco in the manner that Del Taco designates or through direct payments by Del Taco to vendors in order to promote the Restaurant within a year of the Restaurant's opening. Franchisee shall not contract for nor make any expenditures related to the promotion of the Restaurant unless Franchisee has submitted a request and received the written approval of Del Taco. Franchisee shall submit invoices for promotional expenditures to Del Taco for direct payment to the vendor or for reimbursement. Del Taco shall not pay or reimburse food or paper costs. Del Taco shall not have any obligation to refund any portion of the Promotional Fee for any reason. If Franchisee fails to spend all of the Promotional Fee within 12 months after the opening of the Restaurant, Franchisee shall forfeit the unused portion of the fee and Del Taco shall apply it toward Del Taco's general advertising or marketing programs.

3.3 Royalty Fees. During the initial term of this Agreement, Franchisee shall pay Del Taco a continuing royalty fee in an amount equal to five percent (5%) of the Restaurant's Net Sales ("**Royalty Fees**"). Franchisee shall pay the Royalty Fees monthly by the fifteenth (15th) day of each month, based on the Net Sales of the Restaurant for the immediately preceding month, or for such other period as Del Taco may specify in the Manuals or otherwise in writing. For Net Sales resulting from the operation or conduct of games or coin or token-operated devices such as pay telephones; cash, credit or debit machines (including automated teller machines); newspaper stands; and any type of vending machines, including, without limitation, electronic devices of all types (collectively, "Games and Devices"), Franchisee agrees to pay to Del Taco, during the term of this Agreement, a royalty of forty percent (40%) of Net Sales from Games and Devices ("**Royalty for Games and Devices**"). The Royalty for Games and Devices is net of any tax, including excise tax, or other fee imposed upon Del Taco due to the collection of the Royalty for Games and Devices, and shall be paid monthly on the fifteenth (15th) day of each month, based on the Net Sales of the Restaurant from Games and Devices for the immediately preceding month, or for such other period as Del Taco may specify in the Manuals or otherwise in writing.

3.3.1 "**Net Sales**" means all revenue from the sale of all products, including all Menu Items and all other products or services offered at or from the Restaurant, and all other income of every kind and nature related to, derived from, or originating from the Restaurant, including proceeds from stored value gift cards and gift certificates when redeemed but not when purchased and proceeds of any business interruption insurance policies, whether at retail, delivery, catering, or wholesale (whether such sales are permitted or not), whether for cash, check, or credit, and regardless of collection in the case of check or credit, and including all revenue from the operating or conduct of electric vehicle charging at the Restaurant; provided, however, that "Net Sales" excludes any customer refunds, discounts from coupon sales, sales taxes, and/or other taxes collected from customers by Franchisee and actually transmitted to the appropriate taxing authorities. Net Sales does not include Net Sales from Games and Devices. Del Taco reserves the right to modify its policies and practices regarding revenue recognition, revenue reporting, and the inclusion or exclusion of certain revenue from "Net Sales" as circumstances, business practices, and technology change.

3.3.2 The term "**Sales Week**" means the period starting with the commencement of business on Monday and concluding at the close of business on the following Sunday (or, if the Restaurant is not open on a Sunday, the immediately preceding business day); however, Del Taco may designate in writing any other period of not less than seven days to constitute a "Week" under this Agreement.

3.4 Marketing Fee. Franchisee shall pay to Del Taco a marketing fee equal to 5% of the Restaurant's Net Sales (the "**Marketing Fee**"). Del Taco reserves the right, upon prior written notice to Franchisee, to increase the Marketing Fee to the then-current fee that it charges new franchisees. Franchisee shall pay the Marketing Fee monthly by the fifteenth (15th) day of each month, based on the Net Sales of

the Restaurant for the immediately preceding month, or for such other period as Del Taco may specify in the Manuals or otherwise in writing. Del Taco expressly reserves the right to change the due date of the Marketing Fee upon ten (10) days' prior written notice to Franchisee.

3.5 Continuing Payments, EFT, and Reporting Obligations. All payments required by Sections 3.3 and 3.4 based on the Net Sales for the preceding month (or for such other period as Del Taco may specify in the Manuals or otherwise in writing), shall be paid and submitted by electronic funds transfer so as to be received by Del Taco by the fifteenth (15th) day of each month. Franchisee shall execute a form of electronic funds transfer ("**EFT**" authorization (in the form attached as Exhibit C to this Agreement or such other form that Del Taco designates) for direct debits from Franchisee's business bank operating account. Franchisee shall deliver to Del Taco any and all reports, statements and/or other information required under Section 7 below, at the time and in the format reasonably requested by Del Taco, which may include electronically polled data from Franchisee's Point of Sale system. Franchisee shall comply with the payment and reporting procedures specified by Del Taco in this Agreement and the Manuals. To ensure that payments are received by Del Taco on a timely basis, such policies and procedures may require that Franchisee have sufficient funds in its account by a date certain, as the EFT process may sweep such account the day before for payment on the preceding day. Franchisee's obligations for the full and timely payment of Royalty Fees and Marketing Fees, and all other amounts provided for in this Agreement, shall be absolute, unconditional, fully earned, and due upon Franchisee's generation of Net Sales. Franchisee shall not for any reason delay or withhold the payment of all or any part of those or any other payments due hereunder, put the same in escrow or set off same against any claims or alleged claims Franchisee may allege against Del Taco or others. Franchisee shall not, on grounds of any alleged nonperformance by Del Taco or others, withhold payment of any fee, including Royalty Fees or Marketing Fees, nor withhold or delay submission of any reports due hereunder. Del Taco reserves the right to change the due date of any fees upon ten (10) days' prior written notice to Franchisee.

3.6 No Subordination. Franchisee shall not subordinate to any other obligation its obligation to pay Del Taco the Royalty Fees and/or any other fee or charge payable to Del Taco, whether under this Agreement or otherwise.

3.7 Overdue Payments and Reports; Interest. Any payment or report not actually received by Del Taco on or before the date such payment or report is due shall be deemed overdue. If any payment or report is overdue, Franchisee shall pay Del Taco, in addition to the overdue amount, a late payment/late report charge of one hundred dollars ($100) for each week or part thereof that the payment or report is late, and interest on such amount from the date it was due until paid, at the rate of one and one half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less. Entitlement to such interest shall be in addition to any other remedies Del Taco may have.

3.8 Payments on Behalf of Franchisee. Franchisee shall pay to Del Taco, within fifteen (15) days of any written request by Del Taco which is accompanied by reasonable substantiating material, any monies which Del Taco has paid, or has become obligated to pay, on behalf of Franchisee, by consent or otherwise under this Agreement.

3.9 Other Payments. All payments and fees owed by Franchisee to Del Taco shall be paid by Franchisee in the manner and within the time periods as provided for in this Agreement or in the Manuals. Del Taco reserves the right to collect all fees and payments due by Franchisee by EFT as provided for in Section 3.5 or otherwise in the Manuals.

3.10 No Refunds. Upon the expiration or termination of this Agreement, Del Taco shall not refund any amounts paid pursuant to this Agreement for any reason whatsoever.

4. Services By Del Taco.

4.1 Development of the Restaurant. Del Taco or its designee shall make available to Franchisee a copy of its standard construction package as modified from time to time, which may include plans and specifications, site criteria, and sample site plans, which Franchisee must adapt, at Franchisee's expense, for use at the site selected by Franchisee and a copy of Del Taco's specifications for the furniture, fixtures, furnishings, equipment, signs and all other property that Del Taco may specify for use in the Restaurant. Franchisee acknowledges that such specifications shall not contain the requirements of any federal, state or local law, code or regulation (including those concerning the Americans with Disabilities Act (the "ADA") or similar rules governing public accommodations or commercial facilities for persons with disabilities), nor shall such plans contain the requirements of, or be used for, construction drawings or other documentation necessary to obtain permits or authorization to build a specific Restaurant, compliance with all of which shall be Franchisee's responsibility and at Franchisee's expense. Franchisee shall adapt, at Franchisee's expense, the standard specifications to the Restaurant location, subject to Del Taco's approval, as provided in Section 5.1 below, which will not be unreasonably withheld, provided that such plans and specifications conform to Del Taco's general criteria. Franchisee understands and acknowledges that Del Taco has the right to modify the architectural plans and specifications as Del Taco deems appropriate from time to time.

4.2 Initial and Ongoing Assistance. Prior to the Restaurant opening, Del Taco may provide to Franchisee, its Operating Principal (as defined in Section 5.27.4.1 below), Restaurant Manager (as defined in Section 5.27.4.3 below), Shift Managers (as defined in Section 5.27.4.4 below) and to such of Franchisee's other employees of which Del Taco shall approve for training, such training programs as Del Taco may designate, to be conducted at such time(s) and location(s) designated by Del Taco. Del Taco may also provide such ongoing training as it may, from time to time, deem appropriate. Del Taco shall be responsible for the cost of instruction and materials, subject to the terms set forth in Section 5.4.7 below.

4.3 Opening Assistance. Del Taco shall provide such pre-opening assistance to Franchisee as Del Taco prescribes in the Manuals or otherwise in writing, including assisting Franchisee in formulating its initial opening orders for inventory and supplies. Del Taco may have one of its representatives present at the Restaurant for such assistance and consultation as it deems appropriate. The date and time of the pre-opening support will be determined by Del Taco. Franchisee must reimburse Del Taco for its representatives' travel, meals, and lodging incurred while providing pre-opening support. Del Taco or a third-party vendor approved by Del Taco may assist Franchisee with pre-opening technical support services. Franchisee agrees to pay Del Taco's and/or its Approved Vendor's fees associated with such technical support, which may include certain hourly fees. Del Taco will provide such additional onsite preopening and opening supervision and assistance as Del Taco deems advisable.

4.4 Manuals. Del Taco shall loan or otherwise provide Franchisee access to Del Taco's confidential Standard Operating Procedures Manual and other manuals (the "Manuals"), which may be revised from Del Taco from time to time.

4.5 Merchandising and Marketing Advice. Del Taco may provide Franchisee such merchandising, marketing and other related advice as Del Taco deems advisable and as Del Taco may develop from time to time.

4.6 Ongoing Assistance. Del Taco may provide such periodic individual or group advice, consultation and assistance, rendered by personal visit, telephone, online communications, mail or e-mail and made available from time to time as Del Taco deems advisable at the time(s) and in the manner determined by Del Taco.

4.7 Bulletins and Reports. Del Taco may provide Franchisee such bulletins, intranet information, brochures and reports published by Del Taco from time to time as Del Taco deems advisable regarding its plans, policies, research, developments and activities.

4.8 Technology System. Del Taco shall have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, kitchen display systems and hardware to be used by, between, or among Restaurants, including: back office and point of sale systems, computer hardware and software, dedicated high speed communications equipment and services, dedicated telephone and power lines, modem(s), printer(s), firewalls, mobile app-related equipment, digital menu boards, communications devices, audio/visual equipment, services, software and/or requirements (collectively, the "**Technology System**").

4.9 Inspection. Del Taco may inspect the Restaurant prior to the opening of the Restaurant. Franchisee shall not open to the public and commence operation of the Restaurant without Del Taco's prior written approval.

4.10 Delegation of Duties. Franchisee acknowledges and agrees that any designee, employee, or agent of Del Taco may perform any duty or obligation imposed on or available to Del Taco by the Agreement, as Del Taco may direct.

5. Obligations of Franchisee; Operational Standards.

5.1 System Standards and Development of Restaurant. Franchisee understands and acknowledges that every detail of the Restaurant is important to Franchisee, Del Taco, and other franchisees in order to develop and maintain high operating standards, to increase the demand for the products sold by all franchisees, and to protect Del Taco's reputation and goodwill. Franchisee shall construct, furnish, and open the Restaurant according to the requirements contained herein. Franchisee shall open the Restaurant at the later of (a) one hundred eighty (180) days from the Effective Date, or (b) if upon execution of this Agreement, a location for the Restaurant has not been obtained by Franchisee and approved by Del Taco, one hundred eighty (180) days from the later of (i) Del Taco's approval of the location for the Restaurant pursuant to the Site Selection Addendum, or (ii) Franchisee's access to the leased premises as permitted by the lessor under the lease.

5.2 Pre-Opening Obligations. Before commencing any construction of the Restaurant, Franchisee, at its expense, shall comply, to Del Taco's satisfaction, with all of the following requirements:

5.2.1 Franchisee shall employ a qualified, licensed architect or engineer who is acceptable to Del Taco to prepare, for Del Taco's approval, preliminary plans and specifications for site improvement and construction of the Restaurant based upon the site construction package furnished by Del Taco or its designee pursuant to Section 4.1, and as may otherwise be authorized by Del Taco due to the particularities of the site of the proposed location. Del Taco's approval shall be limited to conformance with Del Taco's standard image specifications and layout and shall not relate to Franchisee's obligations with respect to any federal, state and local laws, codes and regulations including the applicable provisions of the ADA regarding the construction, design and operation of the Restaurant, which subjects shall be Franchisee's sole responsibility. If Del Taco or its affiliates provide site development services to Franchisee, Franchisee will be required to pay Del Taco a site development fee of up to fifty thousand dollars ($50,000) for work Del Taco or its affiliates complete toward developing the site, in addition to Del Taco or its affiliates' out-of-pocket and internal overhead costs. This amount is not refundable and must be paid before the site development services are performed.

5.2.2 Franchisee shall comply, at Franchisee's expense, with all federal, state and local laws, codes and regulations, including the applicable provisions of the ADA regarding the construction, design and operation of the Restaurant.

5.2.3 Franchisee shall be responsible for obtaining all zoning classifications and clearances which may be required by state or local laws, ordinances, or regulations or which may be necessary or advisable owing to any restrictive covenants relating to Franchisee's location. After having obtained such approvals and clearances, Franchisee shall submit to Del Taco, for Del Taco's approval, final plans for construction based upon the preliminary plans and specifications. Del Taco's review and approval of plans shall be limited to review of such plans to assess compliance with Del Taco's design standards for Restaurants. Once approved by Del Taco, such final plans shall not thereafter be changed or modified without the prior written permission of Del Taco. Any such change made without Del Taco's prior written permission shall constitute a material default under this Agreement and Del Taco may withhold its authorization to open the Restaurant for business until the unauthorized change is rectified (or reversed) to Del Taco's reasonable satisfaction.

5.2.4 Franchisee shall obtain all permits and certifications required for the lawful construction and operation of the Restaurant and shall certify in writing to Del Taco that all such permits and certifications have been obtained. Franchisee shall provide copies of all such permits and certificates to Del Taco within ten (10) days of Del Taco's request for same.

5.2.5 Franchisee shall employ a qualified licensed general contractor who is acceptable to Del Taco to construct the Restaurant and to complete all improvements. Franchisee shall obtain and maintain in force during the entire period of construction the insurance required under Section 11 below; and Franchisee shall deliver to Del Taco such proof of such insurance as Del Taco shall require.

5.2.6 Prior to signing a lease, Franchisee shall submit to Del Taco a final draft of the lease for the Restaurant premises. The lease must contain the provisions contained in Exhibit G (Addendum to Lease) hereof. Within fifteen (15) days following Franchisee's execution of the lease for the Restaurant premises, Franchisee shall provide to Del Taco copies of (i) the fully-executed lease for the premises and the executed Addendum to Lease and (ii) the landlord's and property management company's notice address and contact information. Further, no later than ten (10) days following Franchisee's opening of the Restaurant for business, Franchisee shall provide Del Taco with a copy of the commencement date letter from the landlord, or similar documentary evidence which indicates the commencement date under the lease and the expiration date of the lease.

5.3 Restaurant Opening. In connection with the opening of the Restaurant:

5.3.1 Franchisee shall not open the Restaurant for business without first complying with all of Del Taco's pre-opening requirements and obligations contained in this Agreement and the Manuals.

5.3.2 Franchisee shall draw upon the Promotional Fee as described in Section 3.2 to conduct such grand opening and promotional activities as Del Taco may require.

5.3.3 Franchisee shall not open the Restaurant until Del Taco has determined that all construction has been substantially completed, and that such construction conforms to Del Taco's standards including materials, quality of work, signage, decor, paint, and equipment.

5.3.4 Franchisee shall not open the Restaurant until the Operating Principal, the Restaurant Manager and the Shift Managers have successfully completed all training required by Del Taco,

and Franchisee has hired and trained to Del Taco's standards a sufficient number of employees to service the anticipated level of the Restaurant's customers.

5.3.5 Franchisee shall not open the Restaurant until all amounts due to Del Taco under this Agreement or any other related agreements have been paid.

5.3.6 As and when required by Del Taco, Franchisee shall provide to Del Taco a summary of the expenditures incurred by Franchisee, on the format required by Del Taco, in connection with the acquisition, development and opening of the Restaurant and in connection with any remodeling or renovation of the Restaurant.

5.4 Training. Franchisee acknowledges that its owners and managers must be knowledgeable regarding the operation of Del Taco Restaurants, including the preparation and delivery of Menu Items and the provision of customer service in accordance with the brand standards established by Del Taco, which may be modified by Del Taco from time to time. Franchisee acknowledges that successful completion of Del Taco's training programs by Franchisee's owners and managers is critical to properly own, operate and manage the Restaurant. Franchisee acknowledges that applicable laws and regulations require that at least one person on the staff at a food service business must satisfactorily complete state and/or local mandated food handling training, and be certified as having successfully completed the training. Franchisee and at least one of its employees that attend Del Taco's management training program must also successfully complete a state and/or local mandated food handling program before commencing training with Del Taco, and Franchisee and each trainee must provide a certificate of successful completion of such program prior to commencing training. Also, Franchisee's employees must be covered by Franchisee's workers' compensation insurance policy prior to commencing training with Del Taco, and Franchisee must provide evidence of such coverage if requested by Del Taco. With regard to training, at least seven individuals must attend and successfully complete Del Taco's training programs: the Franchisee's Operating Principal, one (1) full-time Restaurant Manager, and at least five (5) Shift Managers (collectively, the "**Franchisee's Principal Trainees**").

5.4.1 Initial Training. Prior to the opening of the Restaurant, the Franchisee's Principal Trainees, and such other employees of Franchisee who Del Taco shall have the right to approve, shall attend and successfully complete, to Del Taco's satisfaction, the initial training program offered by Del Taco. All aspects of the Franchised Business shall be conducted under the management and supervision of the Operating Principal. In addition, the daily operations of the Restaurant shall be supervised under the active full-time management of the Operating Principal or Restaurant Manager who has successfully completed (to Del Taco's satisfaction) Del Taco's initial training program.

5.4.2 Operating Principal and Restaurant Manager. If the Operating Principal or the Restaurant Manager cease active management of or employment at the Restaurant, Franchisee shall enroll a qualified replacement (who shall be reasonably acceptable to Del Taco) in Del Taco's initial training program not more than thirty (30) days after the cessation of the former person's full-time employment and/or management responsibilities. The replacement shall attend and successfully complete the basic management training program, to Del Taco's reasonable satisfaction, as soon as it is practical to do so. Franchisee shall pay Del Taco's then-current training fees and per diem expenses.

5.4.3 Refresher Training / Annual Conventions. If Franchisee is in default of this Agreement, the Franchisee's Principal Trainees may also be required to attend such refresher courses, seminars, and other training programs as Del Taco may reasonably specify from time to time, including up to twenty (20) days of refresher programs each year during the term of the Agreement. In addition, such of the Franchisee's Principal Trainees as Del Taco may require, may be required to attend Del Taco's annual convention for up to three (3) days per year.

5.4.4 Pre-Opening Crew Training. If the Restaurant is one of the first two Del Taco restaurants that Franchisee or Franchisee's affiliate opens, after Franchisee or Franchisee's affiliate has hired the crew, Del Taco may provide Franchisee with such assistance as Del Taco deems advisable in training the crew in opening the Restaurant. Such assistance will be for a duration of two weeks before the opening of Franchisee's or Franchisee's affiliate's first and second Del Taco restaurant. Franchisee shall be responsible for the crew training.

5.4.5 Continuing Management and Crew Training. After the Restaurant has opened, Del Taco may, at its option, assist Franchisee in the training of management and crew to promote the proper use of the System. Franchisee at all times shall maintain at least one certified Restaurant Manager in the Restaurant and shall have a combination of nine additional Shift Managers trained and certified by Del Taco for the Restaurant. Franchisee shall have sole authority and discretion regarding all employment matters, including hiring, firing, discipline, compensation, benefits, and scheduling. Franchisee is solely responsible for ensuring its managers and employees are adequately trained and supervised. Del Taco may make training available to all future management employees of Franchisee. Every future manager must complete, to Del Taco's satisfaction, the pre-opening management training described in Section 5.4 above, and receive certification by Del Taco. If a Restaurant Manager's position becomes vacant, Franchisee shall fill the vacancy within 60 days with a fully-trained and certified Restaurant Manager.

5.4.6 Training costs. The cost of all initial training instruction and required materials shall be borne by Del Taco. All other expenses incurred in connection with training and, if required, attendance at Del Taco's annual convention, including the costs of transportation, lodging, meals, wages, workers' compensation insurance and trainees' meals during training sessions, for Franchisee, its investors, and all of its employees, shall be borne by Franchisee.

5.4.7 Additional Training. If Franchisee requests that Del Taco provide on-site training in addition to that described in this Section 5.4, and Del Taco is able to do so, then Franchisee agrees that it shall pay Del Taco's then-current per diem charges and out-of-pocket expenses, which shall be as set forth in the Manual or otherwise in writing.

5.5 Restaurant Premises. Franchisee shall use the Restaurant premises solely for the operation of the Restaurant; shall keep the Restaurant open and in normal operation for such hours and days as Del Taco may from time to time specify in the Manuals or as Del Taco may otherwise approve in writing; and shall refrain from using or permitting the use of the Restaurant premises for any other purpose or activity at any time. As used in this Section 5.5, the term "premises" shall include the grounds surrounding the Restaurant. Franchisee shall comply with all terms and conditions of the lease for the Restaurant, and shall provide Del Taco with copies of all notices of default or breach of the lease, notices regarding the renewal or extension of the lease, and all other notices or correspondence related to Franchisee compliance with lease and Franchisee's right to remain in possession of the premises.

5.6 Personnel. Franchisee agrees to maintain a competent, conscientious, trained staff in numbers sufficient to promptly service customers, including at least one (1) Shift Manager on duty at all times and to take such steps as are necessary to ensure that its employees preserve good customer relations and comply with such dress code as Del Taco may prescribe. Franchisee shall comply with all applicable employment and wage and hour laws and regulations. Franchisee is solely responsible for all employment decisions and functions of the Restaurant including those related to hiring, firing, training, compliance with wage and hour requirements, personnel policies, scheduling, benefits, recordkeeping, supervision, and discipline of employees, regardless of whether Franchisee receives advice from Del Taco on these subjects. Franchisee acknowledges and agrees that all personnel decisions, including hiring, firing, disciplining, compensation, benefits, and scheduling, shall be made by Franchisee, without any influence or advice from Del Taco, and such decisions and actions shall not be, nor be deemed to be, a decision or action of Del

Taco. Further, it is the intention of the parties to this Agreement that Del Taco shall not be deemed an employer or joint employer with Franchisee or Franchisee's employees for any reason. If Del Taco incurs any cost, loss, or damage as a result of any actions or omissions of Franchisee or Franchisee's employees, including any that relate to any party making a finding of any joint employer status, Franchisee will fully indemnify Del Taco for such loss.

5.7 Health Standards. Franchisee shall meet and maintain the highest health standards and ratings applicable to the operation of the Restaurant. Franchisee shall furnish to Del Taco, within five (5) days after receipt thereof, a copy of all inspection reports, warnings, citations, certificates, and/or ratings resulting from inspections conducted by any federal, state or municipal agency with jurisdiction over the Restaurant. Without limiting the foregoing, Franchisee and all required personnel shall obtain and maintain all necessary and required licenses and certificates for food service and food handling as may be required by applicable local rules and regulations and/or the Manual, at Franchisee's sole expense.

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

5.9 Remodeling. Del Taco shall have the right (the "**Remodel Right**") to require Franchisee to perform such remodeling, repairs, replacements and redecoration in and upon the premises and equipment as Del Taco may deem necessary and practical to bring the premises and equipment up to the then-current operational standards and image of Del Taco (an "Image Enhancement"). Del Taco may exercise its Remodel Right every seven years. Del Taco reserves the right to designate type and scheduling of the refurbishing, remodeling and/or renovation referred to above. If Franchisee at any time deems it necessary and practical to replace any equipment or repair or remodel the premises or take any similar action, Franchisee shall perform the replacement, repairs or remodeling in accordance with Del Taco's then-current standards and specifications and only after approval from Del Taco. The obligations imposed under this Section 5.9 supplement any obligation to maintain, restore or repair the premises imposed under any lease or sublease with respect to the Restaurant.

5.10 Franchisee Advisory Council. Del Taco has established or shall have the right to establish a franchisee advisory council or similar advisory group, for the purpose of fostering communication among and between franchisees and Del Taco, as well as to establish, modify or discuss various practices or policies applicable to Del Taco Restaurants. Franchisee may be required to participate in such franchisee advisory council meetings and programs as Del Taco designates. Franchisee may be required to pay such dues to the franchisee advisory council as Del Taco determines. Del Taco may modify or dissolve the franchisee advisory council at any time.

5.11 Equipment Upgrades. In addition to Facilities Remodeling, Franchisee shall make, from time to time, such upgrades and other changes to the kitchen equipment and electronic equipment utilized in the Restaurant and the Technology System as Del Taco may request in writing (and as also specified above) (collectively, "**Equipment Upgrades**"). Del Taco shall have the right to require any Equipment Upgrades it deems necessary for Franchisee's Restaurant.

5.12 Standards and Specifications. To ensure that the highest degree of quality and service is maintained, Franchisee shall operate the Restaurant in strict conformity with such methods, standards, and specifications as Del Taco may from time to time prescribe in the Manuals or otherwise in writing. Franchisee agrees:

5.12.1 To maintain in sufficient supply, and to use and/or sell at all times only such products, ingredients, materials, supplies, and paper goods as conform to Del Taco's written standards and specifications, and to refrain from deviating therefrom by the use or offer of any non-conforming items without Del Taco's specific prior written consent.

5.12.2 To sell or offer for sale only such products as have been expressly approved for sale in writing by Del Taco; to sell or offer for sale all such products, utilizing the ingredients and employing the preparation standards and techniques, as specified by Del Taco; to refrain from any deviation from Del Taco's standards and specifications, including the manner of preparation of products, without Del Taco's prior written consent; and to discontinue selling and offering for sale any products which Del Taco shall have the right to disapprove, in writing, at any time.

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

5.12.4 To purchase and install, at Franchisee's expense, all fixtures, kitchen display systems, furnishings, equipment, decor, and signs as Del Taco shall specify; and to refrain from installing or permitting to be installed on or about the Restaurant premises, without Del Taco's prior written consent, any fixtures, furnishings, equipment, decor, signs, or other items not previously approved as meeting Del Taco's standards and specifications.

5.12.5 To refrain from installing or permitting to be installed any vending machine, game or coin operated device, unless specifically approved in writing, in advance, by Del Taco.

5.12.6 To fully and faithfully comply with all applicable governing authorities, laws and regulations. Franchisee shall immediately close the Restaurant and terminate operations in the event that: (i) any products sold at the Restaurant evidence adulteration or deviation from the standards set for products by Del Taco; (ii) any products sold at the Restaurant fail to comply with applicable laws or regulations; or (iii) Franchisee fails to maintain the products, Restaurant premises, equipment, personnel, or operation of the Restaurant in accordance with any applicable law or regulations. In the event of such closing, Franchisee shall immediately notify Del Taco in writing and Franchisee shall destroy immediately in accordance with procedures set forth in the Manual, or otherwise in writing by Del Taco, all products which it knows, or should know through the exercise of reasonable care, to be adulterated, tainted, contaminated, spoiled, unsafe, or otherwise unfit for human consumption and eliminate the source thereof, and remedy any unsanitary, unsafe, or other condition or other violation of the applicable law or regulation. Franchisee shall not reopen the Restaurant until after Del Taco has inspected the Restaurant premises, and Del Taco has determined that Franchisee has corrected the condition and that all products sold at the Restaurant comply with Del Taco's standards.

5.13 Suppliers. Franchisee shall purchase all products, ingredients, supplies, materials, and other products used or offered for sale at the Restaurant solely from suppliers that Del Taco has approved in writing. In determining whether it will approve any particular supplier, Del Taco shall consider various factors, including a supplier who can demonstrate, to Del Taco's continuing satisfaction, the ability to meet Del Taco's then current standards and specifications for such items; who possesses adequate quality controls and capacity to supply Franchisee's needs promptly and reliably; who would enable the System, in Del Taco's sole opinion, to take advantage of marketplace efficiencies; and who has been approved in writing by Del Taco prior to any purchases by Franchisee from any such supplier, and have not thereafter

been disapproved. For the purpose of this Agreement, the term "supplier" shall include, but not be limited to, manufacturers, distributors, resellers, and other vendors. Franchisee recognizes that Del Taco shall have the right to appoint only one manufacturer, distributor, reseller, and/or other vendor for any particular item, and that Del Taco may so designate itself or its affiliate.

5.13.1 If Franchisee wishes to purchase any products or any items from an unapproved supplier, Franchisee shall first submit to Del Taco a written request for such approval. Franchisee shall not purchase any products or services from any supplier until, and unless, such supplier has been approved in writing by Del Taco. Del Taco shall have the right to require that its representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered, either to Del Taco or to an independent laboratory designated by Del Taco for testing. A charge not to exceed the reasonable cost of the inspection and the actual cost of the test shall be paid by Franchisee or the supplier. Del Taco may also require that the supplier comply with such other requirements as Del Taco may deem appropriate, including payment of reasonable continuing inspection fees and administrative costs, or other payment to Del Taco by the supplier on account of their dealings with Franchisee or other franchisees, for use, without restriction (unless otherwise instructed by the supplier) and for services that Del Taco may render to such suppliers. Del Taco reserves the right, at its option, to reinspect from time to time the facilities and products of any such approved supplier and to revoke its approval upon the supplier's failure to continue to meet any of Del Taco's then current criteria.

5.13.2 Nothing in the foregoing shall be construed to require Del Taco to approve any particular supplier, nor to require Del Taco to make available to prospective suppliers, standards and specifications for formulas, which Del Taco shall have the right to deem confidential.

5.13.3 Notwithstanding anything to the contrary contained in this Agreement, Franchisee acknowledges and agrees that, at Del Taco's sole option, Del Taco may establish one or more strategic alliances or preferred vendor programs with one or more nationally or regionally-known suppliers who are willing to supply all or some Restaurants with some or all of the products and/or services that Del Taco requires for use and/or sale in the development and/or operation of Restaurants. In this event, Del Taco may limit the number of approved suppliers with whom Franchisee may deal, designate sources that Franchisee must use for some or all products and other products and services, and/or refuse any of Franchisee's requests if Del Taco believes that this action is in the best interests of the System or the franchised network of Restaurants. Del Taco shall have unlimited discretion to approve or disapprove of the suppliers who may be permitted to sell products to Franchisee.

5.13.4 Franchisee acknowledges and agrees that Del Taco shall have the right to collect and retain all manufacturing allowances, marketing allowances, rebates, credits, monies, payments or benefits (collectively, "**Allowances**") offered by suppliers to Franchisee or to Del Taco or its affiliates based upon Franchisee's purchases of products and other goods and services. These Allowances may be based on System-wide purchases of food, beverages, paper goods, merchandise and other items. Franchisee assigns to Del Taco or its designee all of Franchisee's right, title and interest in and to any and all such Allowances and authorizes Del Taco or its designee to collect and retain any or all such Allowances without restriction (unless otherwise instructed by the supplier).

5.13.5 Franchisee shall comply with all terms, conditions, and obligations of all contracts and arrangements with suppliers, including contracts and arrangements negotiated by Del Taco or third parties as part of a network or multiple-franchise or multiple-restaurant supply and distribution arrangement, and Franchisee's contracts with and obligations to suppliers. Franchisee shall promptly pay all suppliers in accordance with the agreed-upon terms. In the event Franchisee fails to promptly pay one or more suppliers as required, Del Taco may, but is not required to, pay such supplier(s) on behalf of Franchisee, and Franchisee shall promptly reimburse Del Taco for such payment following notice from Del

Taco, or Del Taco may obtain payment through the EFT process described in Section 3.5 above and the Manuals.

5.13.6 Del Taco reserves the right to designate, specify and/or approve the manufacturer and/or supplier of all signs used or installed at the Restaurant (the "Sign Manufacturer").

5.14 Inspections. Franchisee grants Del Taco and its agents the right to enter (physically or virtually) upon the Restaurant premises at any time for the purpose of conducting inspections, for among other purposes, preserving validity of the Proprietary Marks, and verifying Franchisee's compliance with this Agreement and the policies and procedures outlined in the Manuals. Del Taco shall also have the right to take and maintain photographs and videos, in any medium, of the Restaurant and the operations at the Restaurant. Franchisee shall cooperate with Del Taco's representatives in such inspections by rendering such assistance as they may reasonably request, including but not limited to providing access to Franchisee's employees and guests; and, upon notice from Del Taco or its agents and without limiting Del Taco's other rights under this Agreement, Franchisee shall take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. Franchisee shall reimburse Del Taco for all of Del Taco's costs and expenses, including labor and travel expenses, incurred in conducting all such follow-up inspections after the first follow-up inspection. Del Taco may also assess a reinspection fee of $500 per visit, in addition to a reimbursement of costs. Franchisee shall make such payments within fifteen (15) days of receipt of an invoice from Del Taco, or Del Taco may elect to obtain payment through the EFT provisions of Section 3.5.

5.15 Technology System. At Del Taco's request, Franchisee shall purchase or lease, and thereafter maintain, the Technology System, and comply with Del Taco's requirements, specifications and policies concerning the use of technology, as they may be specified in this Agreement, or specified or modified in the Manuals or otherwise in writing, at Franchisee's own cost and expense. Franchisee shall pay to Del Taco the then current Technology Systems Support Services Fee in the manner required by Del Taco. Del Taco may increase this fee upon notice to Franchisee.

5.15.1 Del Taco shall have the right at any time to retrieve and use such data and information from Franchisee's Technology System that Del Taco deems necessary or desirable. In view of the contemplated interconnection of computer systems and the necessity that such systems be compatible with each other, Franchisee expressly agrees that it shall strictly comply with Del Taco's standards and specifications for all item(s) associated with Franchisee's Technology System, and will otherwise operate its Technology System in accordance with Del Taco's standards and specifications. To ensure full operational efficiency and optimum communication capability between and among equipment and computer systems installed by Franchisee, Del Taco, and other franchisees, Franchisee agrees, at its expense, that Franchisee shall keep its Technology System in good maintenance and repair, and, at its expense, and following the determination that Del Taco shall have the right to make, to the effect that same will prove economically or otherwise beneficial to all System franchisees, that Franchisee shall promptly install such additions, changes, modifications, substitutions and/or replacement to Franchisee's computer hardware, software, telephone and power lines, and other related facilities, as Del Taco directs periodically in writing. Franchisee shall provide to Del Taco, upon Del Taco's request, all e mail lists and customer lists used or maintained by Franchisee on the Technology System or elsewhere.

5.15.2 Del Taco has the right, but not the obligation, to develop or have developed for it, or to designate, any or all of the following: (a) computer software programs and accounting system software that Franchisee must use in connection with the Technology System ("Required Software"), which Franchisee must install; (b) updates, supplements, modifications, or enhancements to the Required Software, which Franchisee must install; (c) the tangible media upon which such Franchisee must record or receive data; (d) the database file structure of Franchisee's Technology System; (e) an Extranet for

informational assistance, which may include the Manuals, training other assistance materials, and management reporting solutions; and (f) answering service requirements and/or system-wide phone order processing of all delivery orders, and/or to designate vendors that will provide such order processing.

5.15.3 Franchisee agrees to install and use the Technology System and Required Software in the manner that Del Taco requires.

5.15.4 Franchise agrees to implement and periodically upgrade and make other changes to the Technology System and Required Software as Del Taco may reasonably request in writing (collectively, "**Technology Upgrades**").

5.15.5 Franchisee agrees to comply with Del Taco's written specifications (whether in the Manuals or otherwise) with respect to the Technology System and the Required Software, and with respect to Technology Upgrades, at Franchisee's own expense.

5.15.6 Franchisee agrees to afford Del Taco unimpeded access to its Technology System and Required Software in the manner, form, and at the times that Del Taco requests.

5.15.7 Because changes to technology are dynamic and not predictable within the term of this Agreement, and in order to provide for inevitable but unpredictable changes to technological needs and opportunities, Franchisee agrees: (a) that Del Taco will have the right to establish, in writing, reasonable new standards to address new technologies, whether published in the Manuals or otherwise in writing, and that Del Taco has the right to implement those changes in technology into the System; (b) to abide by Del Taco's reasonable new standards as if this Section 5.15, and other technology provisions in this Agreement, were periodically revised for that purpose, and (c) to pay any fees, charges, or other amounts to Del Taco or any third party for such new technologies and related components. Upon notification that any technology Franchisee is using in connection with the Restaurant does not meet Del Taco's specifications or standards, Franchisee shall immediately cease and desist from using same and Del Taco shall have the right to remove said technology from the Restaurant.

5.16 Customer Data. Franchisee agrees that all data that it collects from customers and potential customers in connection with the Franchised Business ("**Customer Data**") is deemed to be owned exclusively by Del Taco, and Franchisee also agrees to provide the Customer Data to Del Taco or delete Customer Data at any time that Del Taco requests. Franchisee has the right to use Customer Data while this Agreement or a successor or renewal Franchise Agreement is in effect, but only in connection with operating the Restaurant and only in accordance with the policies that Del Taco establishes from time to time. Franchisee may not sell, transfer, or use Customer Data for any purpose other than operating the Restaurant and marketing "Del Taco brand" products and services. However, if Franchisee Transfers the Restaurant (as provided in Section 12.3 below), as part of the Transfer, Franchisee must also Transfer use of the Customer Data to the buyer as part of the total purchase price paid for the Restaurant. Franchisee must secure from its vendors, customers, prospective customers, and others all consents and authorizations, and provide them all disclosures, that applicable law requires to transmit the Customer Data to Del Taco and its affiliates and for Del Taco and its affiliates to use that Customer Data in the manner that this Agreement contemplates.

5.17 Processing of Personal Information. Franchisee agrees that may collect, receive, or otherwise process Personal Information, as a result of agreements between Franchisee and Del Taco (or its subsidiaries or affiliates), including this Agreement. Franchisee agrees to abide by this section 5.17 with regard to such Personal Information. For purposes of this Section 5.17, "**Personal Information**" means any information that is received from Del Taco, or collected on Del Taco's behalf, that alone or in combination with other data or information, identifies, relates to, describes, is capable of being associated

with, or is linked or could reasonably be linked, directly or indirectly, with an identified or identifiable natural person or household. Personal information includes all information or data defined by any of the Privacy Laws as constituting "personal data," "personal information" "protected health information," "individually identifiable information," "personally identifiable information," or any substantially similar term.

5.17.1 Franchisee agrees to abide by all applicable laws and regulations pertaining to the processing, privacy, security, or protection of consumer, employee, transactional and Personal Information, including all laws and regulations regarding unauthorized access to or disclosure of Personal Information ("**Privacy Laws**").

5.17.2 Franchisee agrees to comply with Del Taco's standards and policies pertaining to Privacy Laws. If there is a conflict between Del Taco's standards and policies pertaining to Privacy Laws and actual applicable law, Franchisee shall: (i) comply with the requirements of applicable law; (ii) immediately give Del Taco written notice of said conflict; and (iii) promptly and fully cooperate with Del Taco and its counsel in determining the most effective way, if possible, to meet its standards and policies pertaining to Privacy Laws within the bounds of applicable law.

5.17.3 Franchisee agrees not to publish, disseminate, implement, revise, or rescind any policy, rule, notice or other disclosure that describes the processing of Personal Information from or about individuals (including all such documents labeled as a "Privacy Policy," "Privacy Notice" or any equivalent) without Del Taco's prior written consent.

5.17.4 With regard to Personal Information that Franchisee may collect, receive, or otherwise process as a result of any agreements between Franchisee and Del Taco (or its subsidiaries or affiliates), including this Agreement, Franchisee agrees that Del Taco is the sole owner and controller of the Personal Information and that Franchisee is a service-provider or processor for such information.

5.17.5 With regard to Personal Information that Franchisee may collect, receive, or otherwise process as a result of any agreements between Franchisee and Del Taco (or its subsidiaries or affiliates), including this Agreement, Franchisee agrees and certifies that it will:

5.17.5.1 Process Personal Information only for the limited and specified purposes of providing services requested by Del Taco, including operating the Restaurant, or as otherwise expressly permitted by Privacy Laws.

5.17.5.2 Notify Del Taco, and provide Del Taco with the ability to object, before transmitting Personal Information to a service provider, sub-processor, subcontractor, or other vendor.

5.17.5.3 Require any service provider, sub-processor, subcontractor, or other vendor that receives Personal Information to contractually agree to provisions materially similar to those found within this Section 5.17 and to comply with all Privacy Laws.

5.17.5.4 Cooperate and assist Del Taco with responding to any request from an individual to exercise their rights under any Privacy Laws, including their right to access, delete, correct, or limit the processing of Personal Information.

5.17.5.5 Notify Del Taco immediately if it believes that it can no longer meet the obligations of this Section 5.17.

5.17.5.6 Implement and maintain reasonable and appropriate security procedures and practices designed to protect the Personal Information from unauthorized access, destruction, use, modification, or disclosure. These procedures and practices must provide the same level of privacy protection as required of Del Taco under any applicable Privacy Laws.

5.17.5.7 Notify Del Taco immediately after becoming aware of any actual or reasonably suspected loss, unauthorized, or unlawful processing, destruction, damage, alteration, or unauthorized disclosure of, or access to, the Personal Information (a "**Security Breach**"), and cooperate with Del Taco in the event of a Security Breach, including by sharing all information relevant to the Security Breach that is requested by Del Taco.

5.17.5.8 Allow and contribute to reasonable audits by Del Taco, including inspections by Del Taco or its auditor, to verify Franchisee's compliance with data processing and security obligations and applicable data protection statutes and regulations.

5.17.6 Franchisee further agrees and certifies that it will not:

5.17.6.1 Sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Personal Information to another business, person, or a third party for monetary or other valuable consideration.

5.17.6.2 Retain, use, disclose, collect, sell, or otherwise process Personal Information for any purpose other than for the specific purpose of, and as necessary for, performing services for Del Taco, including operating the Restaurant, pursuant to any agreements between Franchisee and Del Taco (or its subsidiaries or affiliates), including this Agreement. For clarity, Franchisee may not retain, use, or disclose the Personal Information for any other commercial purposes or outside of the direct business relationship between Franchisee and Del Taco.

5.17.6.3 Combine the Personal Information that it receives from Del Taco with the Personal Information that it receives from another company or business (or that it collects from its own interaction with individuals), except if expressly permitted to do so by Del Taco or required to do so by law.

5.17.6.4 Share, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Personal Information for the purpose of cross-context behavioral advertising.

5.17.7 Franchisee further agrees that Del Taco may, upon notice to Franchisee, take reasonable and appropriate steps, as solely determined by Del Taco, to stop and remediate Franchisee's unauthorized use, disclosure, or processing of Personal Information or any breach of this Section 5.17, including requiring Franchisee to provide documentation that verifies that it no longer retains or uses the Personal Information that Del Taco has .

5.17.8 This Section 5.17 will survive expiration or termination of this Agreement and any other agreement(s) that may exist between Franchisee and Del Taco (or its subsidiaries or affiliates). Existing terms in such agreement(s) remain in effect except that this Section 5.17 controls in the event of a conflict with such terms.

5.18 Website. Del Taco will maintain a Website for benefit of Del Taco and its franchisees. Franchisee shall not establish a Website or permit any other party to establish a Website that relates in any manner to its Restaurant or referring to the Proprietary Marks. Del Taco has the right, but not the obligation,

to provide one or more references or webpage(s) to Franchisee's Restaurant, as Del Taco may periodically designate, within Del Taco's Website. (The term "Website" as used in this Agreement means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including the Internet, World Wide Web, social networking sites (including Facebook, X (formerly known as Twitter), LinkedIn, Instagram, YouTube, etc.), blogs, vlogs, and other applications, etc.).

5.19 POS or Cash Register Systems. Franchisee agrees to record all sales on computer-based point of sale systems or such other types of cash register systems that Del Taco has the right to designate or approve in the Manual or otherwise in writing ("POS System"). The POS System is deemed to be part of Franchisee's Technology System. Franchisee must utilize computer-based point-of-sale devices that are fully compatible with any program or system that Del Taco has the right to designate, and Franchisee must record all Net Sales and all revenue information on such equipment.

5.20 Gift Cards. If Del Taco requires, Franchisee agrees to participate in the gift card program(s) that Del Taco specifies. For this purpose, Franchisee must purchase the software, hardware, blank cards, and other items needed to sell and process gift cards or stored value cards, which Del Taco may specify in the Manuals or otherwise in writing. Franchisee also agrees to pay such monthly and per-swipe transaction fees as may be required by the vendor of the gift card system. Franchisee must sell or honor gift cards only in accordance with Del Taco's written standards. Franchisee must account for all gift card sales, gift card redemptions, and other gift card transactions in the manner Del Taco specifies in the Manuals. Franchisee must maintain sufficient cash reserves to pay Del Taco or other franchisees as part of any network-wide periodic reconciliation of the gift card program. Franchisee shall pay Del Taco or make payments as specified by Del Taco, in such amounts and at such times as directed by Del Taco, in accordance with Del Taco's gift card rules, programs and policies. Franchisee agrees not to sell, issue, or redeem gift certificates other than gift cards that Del Taco has approved in writing.

5.21 E-Mail, Internet and Other Media; E-Mail and Fax Communications. Franchisee must comply with Del Taco's requirements and policies (as described in the Manuals or otherwise in writing) with respect to the transmission of all e-mails in connection with the Restaurant and the business, and in connection with discussing, advertising, or disseminating any information, or otherwise having a presence, on the Internet, or in any other media, regarding the Restaurant and the business. Such activities include participation in any Internet "blogs" or social networking sites. Any such activities which are not expressly permitted in the Manuals or otherwise in writing, or for which Franchisee has not previously received approval from Del Taco, shall be subject to Del Taco's approval as described in Section 6 below.

5.21.1 Franchisee agrees not to transmit or cause any other party to transmit advertisements or solicitations by telephone, text, or e-mail or other electronic media without Del Taco's prior written consent as to: (a) the content of such advertisements or solicitations; and (b) Franchisee's plan for transmitting such advertisements or solicitations. Del Taco's review of Franchisee's advertisements or solicitations, or of Franchisee's plan for transmitting such advertisements or solicitations, is only for Del Taco's benefit and Del Taco's review will pertain to whether the proposed advertisements or solicitations comply with Del Taco's specifications. Franchisee agrees that it will be solely responsible for complying with any laws pertaining to sending such advertisements and solicitations, including the Controlling the Assault of Non-Solicited Pornography and Proprietary Marketing Act of 2003 (known as the "CAN-SPAM Act of 2003") and the Telephone Consumer Protection Act of 1991.

5.21.2 Franchisee agrees that: (a) Del Taco's employees, vendors, and affiliates are authorized to send e-mails and faxes to Franchisee and its employees; (b) Franchisee will cause its officers, directors, and employees (as a condition of their employment or position with Franchisee) to give their consent (in an e-mail, electronically, or in a pen-and-paper writing, as Del Taco may reasonably require) to Official Senders' transmission of e-mails and faxes to those persons, and that such persons shall not opt-

out, or otherwise ask to no longer receive e-mails, from Official Senders during the time that such person works for or is affiliated with Franchisee; and (c) Franchisee will not opt-out, or otherwise ask to no longer receive e-mails and/or faxes, from Official Senders during the term of this Agreement.

5.21.3 The consent given above in this Section 5.21 will not apply to the provision of formal notices under this Agreement by either party using e-mail unless and until the parties have otherwise agreed, in a pen-and-paper writing that both parties have signed.

5.22 Credit Cards and Other Methods of Payment. At all times, Franchisee must maintain credit-card relationships with the credit- and debit-card issuers or sponsors, check or credit verification services, financial-center services, and electronic-funds-transfer systems that Del Taco designates as mandatory, and Franchisee must not use any such services or providers that Del Taco has not approved in writing or for which Del Taco has revoked its approval. Del Taco has the right to modify its requirements and designate additional approved or required methods of payment and vendors for processing such payments, and to revoke its approval of any service provider. Franchisee must comply with all credit-card policies as prescribed in the Manuals. Franchisee must comply with the Payment Card Industry Data Security Standards ("PCI DSS") as they may be revised and modified by the Payment Card Industry Security Standards Council (see www.pcisecuritystandards.org), or such successor or replacement organization and/or in accordance with other standards as Del Taco may specify, and the Fair and Accurate Credit Transactions Act ("FACTA"). Franchisee shall also upgrade periodically its POS System and related software, at Franchisee's expense, to maintain compliance with PCI DSS, FACTA, and all related laws and regulations.

5.23 Uniforms. To promote a uniform System image, Franchisee shall require all of its Restaurant personnel to dress during business hours in the attire specified in the Manuals. Franchisee shall purchase such attire only from approved suppliers.

5.24 Incentive and Loyalty Programs. Franchisee shall offer for sale, and will honor for purchases by customers, any incentive, convenience or loyalty programs which Del Taco may institute from time to time, and Franchisee shall do so in compliance with Del Taco's standards and procedures for such programs.

5.25 Prices. With respect to the sale of all Menu Items, products, or services, Franchisee shall have sole discretion as to the prices to be charged to customers; provided, however, that Del Taco may establish, advertise, and promote minimum and maximum prices on such Menu Items, products, and services, subject to compliance with applicable laws. If Del Taco has imposed a minimum or maximum price on a particular Menu Item, product, or service, and subject to applicable law, Franchisee may not charge a price for such Menu Item, product, or service below the minimum price or in excess of the maximum price set by Del Taco. Del Taco may establish pricing guidelines in the Manuals and Franchisee agrees to comply with such guidelines.

5.26 Compliance with Laws and Good Business Practices. Franchisee shall operate the Restaurant in full compliance, subject to its right to contest, with all applicable laws, ordinances and regulations including all government regulations relating to handling of food products, occupational hazards and health, workers' compensation insurance, unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales taxes. All advertising and promotion by Franchisee shall be factually accurate and conform to the highest standards of ethical advertising. Franchisee shall in all dealings with its customers, suppliers and the public adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct, and shall comply with all consumer protection and unfair competition laws and regulations. Franchisee agrees to refrain from any business or advertising

practice which may be injurious to the business of Del Taco and the goodwill associated with the Proprietary Marks and other Restaurants.

5.27 Franchisee Structure; Operating Principal and Owners.

5.27.1 Except as otherwise approved in writing by Del Taco, if Franchisee is a corporation, it shall: (i) be newly organized, and confine its activities, and its governing documents shall at all times provide that its activities are confined, exclusively to operating the Restaurant; (ii) furnish Del Taco with a copy of its articles or certificates of incorporation and bylaws, as well as such other documents as Del Taco may reasonably request, and any amendment thereto; (iii) maintain stop transfer instructions on its records against the transfer of any equity securities and shall only issue securities upon the face of which a legend, in a form satisfactory to Del Taco, appears which references the transfer restrictions imposed by this Agreement; (iv) not issue any voting securities or securities convertible into voting securities; and (v) maintain a current list of all owners of record and all beneficial owners of any class of voting stock of Franchisee and furnish the list to Del Taco upon request, which list shall be amended to reflect changes in ownership, as permitted under this Agreement.

5.27.2 If Franchisee is a partnership or limited liability partnership it shall: (i) be newly organized, and confine its activities, and its governing documents shall at all times provide that its activities are confined, exclusively to operating the Restaurant; (ii) furnish Del Taco with its partnership agreement as well as such other documents as Del Taco may reasonably request, and any amendments thereto; (iii) prepare and furnish to Del Taco, upon request, a current list of all general and limited partners in Franchisee, which list shall be amended to reflect changes in ownership, as permitted under this Agreement; and (iv) maintain stop transfer instructions on its records and in its partnership agreement against the transfer of partnership interests and equity securities, and shall only issue securities or partnership interests with documentation which bears a notice or legend, in a form satisfactory to Del Taco, which references the transfer restrictions imposed by this Agreement.

5.27.3 If a Franchisee is a limited liability company, Franchisee shall: (i) be newly organized, and confine its activities, and its governing documents shall at all times provide that its activities are confined, exclusively to operating the Restaurant; (ii) furnish Del Taco with a copy of its articles of organization and operating agreement, as well as such other documents as Del Taco may reasonably request, and any amendments thereto; (iii) prepare and furnish to Del Taco, upon request, a current list of all members and managers in Franchisee, which list shall be amended to reflect changes in ownership, as permitted under this Agreement; and (iv) maintain stop transfer instructions on its records against the transfer of equity securities and shall only issue securities upon the face of which bear a legend, in a form satisfactory to Del Taco, which references the transfer restrictions imposed by this Agreement.

5.27.4 Franchisee shall designate, subject to the review and approval or disapproval by Del Taco, individuals to serve in the following positions:

5.27.4.1 Operating Principal. An Operating Principal shall participate personally in the direct operation of the Restaurant. If Franchisee is an individual and meets the required qualifications, Franchisee may serve as the Operating Principal for the Restaurant. Franchisee shall notify Del Taco promptly if the individual serving as the Operating Principal for the Restaurant no longer serves as an employee of Franchisee or no longer meets the requirements of being an Operating Principal for the Restaurant. “Operating Principal” shall mean an individual who (1) has at least five years of management experience in the operation of a quick service restaurant (or, if Franchisee or Franchisee’s affiliate operates at least one Del Taco Restaurant as of the Effective Date, the Operating Principal of the Restaurant must have at least two years of management experience in the operation of a quick service restaurant), (2) has completed Del Taco’s required training program, (3) Del Taco has approved to supervise the day-to-day

operations of the Restaurant, (4) owns at least 10% of the equity interest in Franchisee if Franchisee is a business entity, and (5) lives no more than a three-hour drive from the Restaurant.

5.27.4.2 Owners: An "owner" is any person that has any direct or indirect interest in Franchisee, or in any entity that has any direct or indirect ownership interest in Franchisee. All owners along with their ownership interests, shall be identified in Exhibit D hereto, and any change in ownership, whether subject to Section 12.3 or not, shall be provided to Del Taco, in advance and in writing, and Exhibit D shall be amended to reflect all changes in ownership.

5.27.4.3 Restaurant Manager: Franchisee shall designate a Restaurant Manager, subject to approval by Del Taco, and satisfactory completion of Del Taco's training programs, who shall be responsible for the direct oversight and management of the day-to-day operations and personnel at the Restaurant (the "Restaurant Manager"). The Restaurant Manager and the Operating Principal may be the same person, if he/she is qualified to perform both roles and duties, and is approved by Del Taco.

5.27.4.4 Other Managers: Franchisee shall designate shift managers, subject to approval by Del Taco, and satisfactory completion of Del Taco's training programs, who shall be responsible for oversight and management of the day-to-day shift operations and personnel at the Restaurant under the supervision of the Restaurant Manager and Operating Principal (the "Shift Managers").

5.28 Personal Guarantee. Concurrent with its execution of this Agreement, if Franchisee is a business entity, the Operating Principal, along with each owner shall execute the Guarantee, Indemnification and Acknowledgement in the form attached to this Agreement as Exhibit E, provided, however, that no guarantee shall be required from a person who acquires Franchisee's securities (other than a controlling interest) if and after Franchisee becomes registered under the Securities Exchange Act of 1934.

5.29 System Modifications. Franchisee acknowledges and agrees that from time to time hereafter Del Taco may change or modify the System as Del Taco deems appropriate, including to reflect the changing market and/or to meet new and changing consumer demands, and that variations and additions to the System may be required from time to time to preserve and enhance the public image of the System and operations of Del Taco Restaurants. Del Taco's changes to the System may include the adoption and use of new or modified products, services, equipment and furnishings and new techniques and methodologies relating to the preparation, sale, promotion and marketing of food and beverage products and services, and new trademarks, service marks and copyrighted materials. Notwithstanding the provisions and limitations of Section 5.9, Franchisee shall, upon reasonable notice, accept, implement, use and display in the operation of the Restaurant any such changes in the System, as if they were part of this Agreement at the time of execution hereof, at Franchisee's sole expense. Additionally, Del Taco reserves the right, in its sole discretion, to vary the standards throughout the System, as well as the services and assistance that Del Taco may provide to some franchisees based upon the peculiarities of a particular site or circumstance, existing business practices, or other factors that Del Taco deems to be important to the operation of any Del Taco Restaurant or the System. Franchisee shall have no recourse against Del Taco on account of any variation to any franchisee and shall not be entitled to require Del Taco to provide Franchisee with a like or similar variation hereunder.

5.30 No Third-Party Management. The Restaurant shall be operated under the control and supervision of Franchisee, its Operating Principal, the Restaurant Manager or another manager hired by and employed by Franchisee and approved by Del Taco. Franchisee shall not hire or retain a management company, manager (other than an employee manager trained and approved by Del Taco), or third party to

undertake any of the management or operational functions of the Restaurant. Franchisee shall not be managed or otherwise controlled by any individual not identified as its Operating Principal or owner.

6. Advertising and Marketing.

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

6.1 Marketing Fee Expenditure. Del Taco shall use the Marketing Fee for any and all costs of maintaining, administering, directing, conducting, creating and/or otherwise preparing advertising, marketing, public relations and/or promotional programs and materials, and any other activities which Del Taco believes will enhance the image of the System, including the costs of preparing and/or conducting: media advertising campaigns; social media campaigns; direct mail advertising; marketing surveys and other public relations activities; employing advertising and/or public relations agencies to assist therein; brand research and development; developing and hosting marketing, brand development and enhancement, and customer engagement seminars for franchisees; purchasing promotional items; creating menu boards; developing new or modified trade dress and marks; point-of-purchase (POP) materials; design and photographs; conducting and administering visual merchandising, and other merchandising programs; purchasing media space or time (including all associated fees and expenses); administering regional and multi-regional marketing and advertising programs; market research and customer satisfaction surveys; developing and implementing customer loyalty and gift card programs; customer retention programs; the creative development of, and actual production associated with, premium items, giveaways, promotions, contests, public relation events, and charitable or non-profit events; developing, implementing and maintaining an electronic commerce website and/or related strategies; maintaining and developing one or more websites devoted to the System and/or the "Del Taco" brand; providing promotional and other marketing materials and services to the Del Taco restaurants operated under the System; the salaries of Del Taco's employees to the extent such employees provide services in conjunction with the System marketing activities; and all administrative and internal costs and expenses incurred in connection with the above. Del Taco or its designee shall have the right to direct all advertising programs, as well as all aspects thereof, including the concepts, materials, and media used in such programs and the placement and allocation thereof. Franchisee agrees and acknowledges that Del Taco's expenditures from the marketing fees are intended to maximize general public recognition, acceptance, perception of, and use of the System; and that Del Taco and its designee are not obligated, in administering the marketing fee expenditures, to make expenditures for Franchisee which are equivalent or proportionate to Franchisee's contribution, or to ensure that any particular franchisee benefits directly or pro rata from such expenditures.

6.2 Local Advertising and Promotion. All local advertising and promotion by Franchisee shall be in such media, and of such type and format as Del Taco may approve; shall be conducted in a dignified manner; shall conform to such standards and requirements as Del Taco may specify; and shall comply with all applicable laws. Franchisee shall not use any advertising or promotional plans or materials unless and until Franchisee has received written approval from Del Taco, pursuant to the procedures and terms set forth in Section 6.4 below. Franchisee shall comply with all of Del Taco's written instructions, policies, procedures, and restrictions regarding advertising and marketing within the Protected Area, outside of Franchisee's Protected Area, and in areas that may be territories assigned to other Del Taco Restaurants or franchisees (including, without limitation, rules regarding honoring of gift certificates, stored value cards, and promotions).

6.3 Costs of Local Advertising and Promotion. As used in this Agreement, the term "**Local Advertising and Promotion**" shall consist only of the direct costs of purchasing and producing advertising materials (including, but not limited to, camera ready advertising and point of sale materials), media (space

or time), and those direct out of pocket expenses related to costs of advertising and sales promotion spent by Franchisee in the Protected Area, advertising agency fees and expenses, postage, shipping, telephone, and photocopying; however, the parties expressly agree that advertising and sales promotion shall not include costs or expenses incurred by or on behalf of Franchisee in connection with any of the following:

6.3.1 Salaries and expenses of any employees of Franchisee, including salaries or expenses for attendance at advertising meetings or activities, or incentives provided or offered to such employees, including discount coupons; or

6.3.2 Charitable, political, or other contributions or donations, whether in cash, food, or services;

6.3.3 The value of discounts provided to customers; or

6.3.4 The cost of food items.

6.4 Approvals. For all proposed Local Advertising and Promotion, Franchisee shall submit samples of such plans and materials to Del Taco in the manner that Del Taco prescribes, for Del Taco's review and prior written approval (except with respect to prices to be charged by Franchisee). If written approval is not received by Franchisee from Del Taco within fifteen (15) days of the date of receipt by Del Taco of such samples or materials, Del Taco shall be deemed to have disapproved them. Franchisee acknowledges and agrees that any and all copyright in and to advertising and promotional materials developed by or on behalf of Franchisee shall be the sole property of Del Taco, and Franchisee agrees to execute such documents (and, if necessary, require its independent contractors to execute such documents) as may be deemed reasonably necessary by Del Taco to give effect to this provision.

6.5 Promotional Materials. Del Taco may make available to Franchisee from time to time, at Franchisee's expense, advertising plans and promotional materials, including newspaper mats, coupons, merchandising materials, sales aids, point of purchase materials, special promotions, direct mail materials, community relations programs, and similar advertising and promotional materials. Del Taco may provide periodic marketing assistance to Franchisee, including telephone and email marketing assistance, and templates or other materials for email-based marketing. Del Taco shall have the right to require all advertising and promotional materials, signs, decorations, paper goods (including disposable food and beverage containers, bags, napkins, menus, and all forms and stationery used in the Restaurant), any and all replacement trade dress products, and other items which may be designated by Del Taco, to bear the Del Taco's then-current Proprietary Marks and logos in the form, color, location, and manner then-prescribed by Del Taco.

7. Records and Reports.

7.1 Records. Franchisee shall maintain for a period of not less than three (3) years during the term of this Agreement, and, for not less than three (3) years following the termination, expiration, or non-renewal of this Agreement, full, complete, and accurate books, records, and accounts in accordance with generally accepted accounting principles, as required by law, and in the form and manner prescribed by Del Taco from time to time in the Manuals or otherwise in writing. Franchisee shall prepare and maintain all books and records required under this Agreement and as prescribed by Del Taco during each fiscal year during the Term of this Agreement and for the three years prior to each fiscal year. To the extent books and records are created and/or maintained in an electronic form, all such books and records must be capable of being reviewed by or transmitted to Del Taco or its designee without special hardware or software.

7.2 Periodic Reports. Franchisee shall, at its expense, provide to Del Taco, in a format specified by Del Taco, such financial and operating reports that Del Taco prescribes.

7.3 Reporting Requirements. In addition to the Sales Reports required pursuant to Section 3.5, Franchisee shall submit to Del Taco a copy of their Profit and Loss Statement for each restaurant on an annual basis by March of the following year, and on a quarterly basis as requested by Del Taco. Additionally, Franchisee shall provide such other forms, reports, records, information, and data as and when Del Taco may reasonably designate, in the form and format, and at the times and places reasonably required by Del Taco, upon request and as specified from time to time in the Manuals or otherwise in writing, restated in accordance with Del Taco's financial reporting periods, consistent with Del Taco's then current financial reporting periods and accounting practices and standards.

7.4 Audit. Del Taco or its designated agents shall have the right at all reasonable times to examine, copy, receive, and/or personally review or audit, at Del Taco's expense, all books, records, and sales and income tax returns of Franchisee. The inspection or audit will be conducted at the location where the business records are customarily maintained or, at Del Taco's discretion, transmitted to Del Taco in digital or hardcopy format as Del Taco may require. Franchisee shall cooperate fully with all audits and requests for information made by Del Taco or its designees. Del Taco shall also have the right, at any time, to have an independent audit made of the books of Franchisee. If an inspection should reveal that any payments have been understated or overstated in any report to Del Taco, then Franchisee shall immediately pay Del Taco, in the event of an understatement, the amount understated upon demand, in addition to interest from the date such amount was due until paid, at the rate of one and one half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less. If an inspection is necessitated because Franchisee fails to timely provide Sales Reports or if an inspection discloses an understatement in any report by Franchisee of two percent (2%) or more, Franchisee shall, in addition, reimburse Del Taco for any and all costs and expenses connected with the inspection (including, without limitation, travel, lodging and wages expenses, and reasonable accounting and legal costs). The foregoing remedies shall be in addition to any other remedies Del Taco may have.

7.5 Data. All data provided by Franchisee in any form, and whether required by this Section 7.5 or any other requirement under the System or in the Manuals, including data uploaded to Del Taco's computer system from the Franchisee's Technology System, and/or downloaded from the Franchisee's Technology System to Del Taco's computer system, is and will be owned exclusively by Del Taco, including without limitation, Customer Data (described in Section 5.16 above), customer lists and e mail lists, and Del Taco will have the right to use such data in any manner that Del Taco deems appropriate without compensation to Franchisee. In addition, all other data created or collected by Franchisee in connection with the System, or in connection with Franchisee's operation of the business (including but not limited to consumer and transaction data), is and will be owned exclusively by Del Taco during the term of, and following termination or expiration of, this Agreement. Copies and/or originals of such data must be provided to Del Taco upon Del Taco's request. Del Taco hereby licenses use of such data back to Franchisee, at no additional cost, solely for the term of this Agreement and solely for Franchisee's use in connection with the business franchised under this Agreement. Del Taco may use all such information, data, and reports in any manner, including, without limitation, providing financial and operating reports to franchisees and operators operating under the System, preparing franchise disclosure documents, and providing information to prospective franchisees, and/or in complying with government regulations.

7.6 Accounting and Bookkeeping Services. Del Taco reserves the right to require that Franchisee retain and utilize an accounting and bookkeeping service or company that is designated, specified or approved by Del Taco, from the Effective Date of this Agreement through the period that is ninety (90) days after the completion of Franchisee's second full calendar year of operation of the Restaurant following the opening of the business. Franchisee shall pay such service or company the fees

and costs charged by the service or company, shall use such on-line, electronic, and paper reporting systems specified by such service or company, and shall submit reports to Del Taco as required under this Agreement or in the Manual. In addition, in the event Franchisee fails to comply with any reporting requirement under this Section 7.6 or in the Manuals, or fails to make timely, accurate and complete payments as required under this Agreement, Del Taco has the right to require that Franchisee utilize an accounting or bookkeeping service or company designated or specified by Del Taco for a period of not less than two (2) years. Franchisee will provide to the service or company complete and accurate information required by Del Taco and the service or company, and Franchisee acknowledges and agrees that Del Taco will have full access to the data and information that Franchisee provides to the accounting or bookkeeping service or company.

8. Proprietary Marks.

8.1 Ownership of the Proprietary Marks. Del Taco represents with respect to the Proprietary Marks that:

8.1.1 Del Taco is the owner of all right, title, and interest in and to the Proprietary Marks.

8.1.2 Del Taco has taken and will take all steps reasonably necessary to preserve and protect Del Taco's ownership of, and validity in, the Proprietary Marks.

8.2 Use of the Proprietary Marks. With respect to Franchisee's use of the Proprietary Marks, Franchisee agrees that:

8.2.1 Franchisee shall use only the Proprietary Marks designated by Del Taco, and shall use them only in the manner authorized and permitted by Del Taco; all items bearing the Proprietary Marks shall bear the then-current logo.

8.2.2 Franchisee shall use the Proprietary Marks only for the operation of the business franchised hereunder and only at the location authorized hereunder, or in Del Taco approved advertising for the business conducted at or from that location.

8.2.3 Unless Del Taco otherwise directs Franchisee, in writing, to do so, Franchisee shall operate and advertise the Restaurant only under the name "Del Taco," without prefix or suffix.

8.2.4 During the term of this Agreement and any renewal of this Agreement, Franchisee shall identify itself (in a manner reasonably acceptable to Del Taco) as the owner of the Restaurant in conjunction with any use of the Proprietary Marks, including uses on invoices, order forms, receipts, and contracts, as well as the display of a notice in such content and form and at such conspicuous locations on the premises of the Restaurant as Del Taco may designate in writing.

8.2.5 Franchisee's right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement of Del Taco's rights.

8.2.6 Franchisee shall not use the Proprietary Marks to incur any obligation or indebtedness on behalf of Del Taco.

8.2.7 Franchisee shall not use the Proprietary Marks or any variant thereof as part of its corporate or other legal name, or as part of any e-mail address, domain name, websites or other

identification of Franchisee in any electronic medium (including e-mail addresses, account names in a social media site, and the like) of Franchisee or the Restaurant in any forum or medium.

8.2.8 Franchisee shall execute any documents deemed necessary by Del Taco to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.

8.2.9 With respect to litigation involving the Proprietary Marks, the parties agree that:

8.2.9.1 Franchisee shall promptly notify Del Taco of any suspected infringement of the Proprietary Marks, any known challenge to the validity of the Proprietary Marks, or any known challenge to Del Taco's ownership of, or Franchisee's right to use, the Proprietary Marks licensed hereunder. Franchisee acknowledges that Del Taco shall have the right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement thereof. Del Taco shall also have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks.

8.2.9.2 Except to the extent that any litigation involving the Proprietary Marks is the result of Franchisee's use of the Proprietary Marks in a manner inconsistent with the terms of this Agreement or involving any other claim against Del Taco, Del Taco agrees to reimburse Franchisee for its out of pocket litigation costs in doing such acts and things, except that Franchisee shall bear the salary costs of its employees, and Del Taco shall bear the costs of any judgment or settlement but only if the claim on which the judgment or settlement is made is only related to the validity or ownership of the mark. To the extent that such litigation is the result of Franchisee's use of the Proprietary Marks in a manner inconsistent with the terms of this Agreement, Franchisee shall reimburse Del Taco for the cost of such litigation (or, upon Del Taco's written request, pay Del Taco's legal fees directly), including attorney's fees, as well as the cost of any judgment or settlement.

8.2.9.3 If Del Taco undertakes the defense or prosecution of any litigation relating to the Proprietary Marks, Franchisee shall execute any and all documents and do such acts and things as may, in the opinion of counsel for Del Taco, be necessary to carry out such defense or prosecution, including becoming a nominal party to any legal action.

8.3 Franchisee Acknowledgements. Franchisee expressly understands and acknowledges that:

8.3.1 The Proprietary Marks are valid, owned by Del Taco, and serve to identify the System and those who are authorized to operate under the System.

8.3.2 Neither Franchisee nor any Principal of Franchisee shall directly or indirectly contest the validity or Del Taco's ownership of the Proprietary Marks, nor shall Franchisee, directly or indirectly, seek to register the Proprietary Marks with any government agency, except with Del Taco's express prior written consent.

8.3.3 Franchisee's use of the Proprietary Marks does not give Franchisee any ownership interest or other interest in or to the Proprietary Marks, except the license granted by this Agreement.

8.3.4 The right and license of the Proprietary Marks granted hereunder to Franchisee is nonexclusive, and Del Taco thus has and retains the rights, among others:

8.3.4.1 To use the Proprietary Marks itself in connection with selling products and services;

8.3.4.2 To grant other licenses for the Proprietary Marks, in addition to those licenses already granted to existing franchisees or other licensees authorized to operate using the Proprietary Marks;

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

8.3.5. Del Taco reserves the right to substitute different proprietary marks for use in identifying the System and the businesses operating thereunder if the Proprietary Marks no longer can be used, or if Del Taco, exercising its right to do so, determines that substitution of different proprietary marks will be beneficial to the System. In such circumstances, Franchisee shall implement at Franchisee's expense such substituted proprietary marks in such ways as Del Taco may direct, and the use of the substituted proprietary marks shall be governed by the terms of this Agreement.

9. Manuals.

9.1 Manuals. In order to protect the reputation and goodwill of Del Taco and to maintain high standards of operation under Del Taco's Proprietary Marks, Franchisee shall conduct its business in accordance with the Manuals, one (1) copy of which Franchisee acknowledges having received electronically from Del Taco for the term of this Agreement. The Manuals may consist of multiple electronic files, including videos and other electronically stored data, and various and periodic or episodic operational and/or management electronic bulletins, and Franchisee acknowledges and agrees that Del Taco may provide a portion or all of the Manuals (including updates and amendments), and other instructional information and materials in, or via, electronic media, including through the Internet.

9.2 Confidentiality of the Manuals. Franchisee shall at all times treat the Manuals, any other manuals created for or approved for use in the operation of the Restaurant, and the information contained therein, as confidential, and shall use best efforts to maintain such information as secret and confidential, protect it from viewing by others, and treat the Manuals with the same degree of care as it would treat its most highly confidential documents. Franchisee shall not at any time copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized person.

9.3 Protection of the Manuals. The Manuals shall at all times remain the sole property of Del Taco and shall at all times be kept in a secure place on the Restaurant premises. Franchisee shall ensure that the Manuals are kept current and up to date; and, in the event of any dispute as to the contents of the Manuals, the terms of the master copy of the Manuals maintained by Del Taco at Del Taco's home office shall be controlling.

9.4 Revisions to the Manuals. Del Taco may from time to time revise the contents of the Manuals, and Franchisee expressly agrees to make corresponding revisions to its copy of the Manuals and to comply with each new or changed standard immediately upon receipt of such revision.

10. Confidentiality and Covenants Not To Compete.

10.1 Confidential Information. Franchisee shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, entity, association, or corporation any confidential information, trade secrets, knowledge, or know-how concerning the methods of operation of the business franchised hereunder which may be communicated to Franchisee or of which Franchisee may be apprised by virtue of Franchisee's operation under the terms of

this Agreement (the "**Confidential Information**"). Franchisee shall divulge such Confidential Information only to such of its employees as must have access to it in order to operate the Restaurant. Any and all information, knowledge, know-how, and techniques which Del Taco designates as confidential shall be deemed confidential for purposes of this Agreement, except information which Franchisee can demonstrate came to its attention prior to disclosure thereof by Del Taco; or which, at or after the time of disclosure by Del Taco to Franchisee, had become or later becomes a part of the public domain, through publication or communication by others. Any employee who may have access to any Confidential Information regarding the Restaurant shall execute a covenant that s/he will maintain the confidentiality of information they receive in connection with their association with Franchisee. Such covenants shall be on a form provided by Del Taco, which form shall, among other things, designate Del Taco as a third party beneficiary of such covenants with the independent right to enforce them. Notwithstanding any other provision of this Agreement, there may be certain, limited circumstances where applicable law allows for the disclosure of certain trade secrets, as specified in the Manuals.

10.2 Irreparable Injury. Franchisee acknowledges that any failure to comply with the requirements of this Section 10 will cause Del Taco irreparable injury, and Franchisee agrees to pay all court costs and reasonable attorney's fees incurred by Del Taco in obtaining specific performance of, or an injunction against violation of, the requirements of this Section 10.

10.3 Information Exchange. Franchisee agrees to disclose to Del Taco all ideas, concepts, methods, techniques and products conceived or developed by Franchisee, its affiliates, owners, agents, or employees during the term of this Agreement relating to the development and/or operation of the Restaurant, and Del Taco shall be the sole owner of any such ideas, concepts, methods, techniques and products, which shall be deemed a work made for hire (or to the extent the work may not be deemed a "work made for hire" under applicable law, Franchisee hereby irrevocably assigns to Del Taco, for no additional consideration, all right, title and interest in and to any patents, trademarks, copyrights, trade secrets and any other proprietary rights), and there are no restrictions on use, and no compensation shall be due to Franchisee. Franchisee agrees to cooperate fully in obtaining any patents, trademarks or copyrights.

10.4 Full Time and Best Efforts. During the term of this Agreement, except as otherwise approved in writing by Del Taco, the Operating Principal or a Manager appointed in accordance with Section 5 shall devote full time, energy, and best efforts to the management and operation of the Restaurant.

10.5 In-Term Covenants. Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable specialized training and Confidential Information, including information regarding Del Taco's operational, sales, promotional, and marketing methods and techniques and the System. During the term of this Agreement, except as otherwise approved in writing by Del Taco, Franchisee shall not, either directly or indirectly, for Franchisee, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, or entity:

10.5.1 Divert or attempt to divert any business or customer of the Restaurant or of any Del Taco Restaurant using the System to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System.

10.5.2 Except as otherwise approved in writing by Del Taco directly or indirectly own, maintain, operate, engage in, have any interest in or provide any assistance to (whether as owner, stockholder, partner, officer, director, employee, consultant, franchisor, lessor, or otherwise) any "**Competitive Business**," which shall mean a restaurant or food service business that offers one or more Mexican or similar style menu items, and is operated in a quick service, fast food, or fast casual format.

10.6 Post-Term Covenants. Except as otherwise approved in writing by Del Taco, Franchisee shall not, for a continuous uninterrupted period of two (2) years from the date of: (a) a transfer permitted under Section 12.3 above; (b) expiration or termination of this Agreement (regardless of the cause for termination); or (c) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to the enforcement of this Section 10.6; either directly or indirectly own, maintain, operate, engage in, have any interest in, or provide any assistance to (whether as owner, stockholder, partner, officer, director, employee, consultant, franchisor, lessor or otherwise) any Competitive Business which is, or is intended to be, located: (a) within the Protected Area of the Restaurant or (b) within two (2) miles of any other Del Taco restaurant owned and/or operated or then under construction by Del Taco or any other franchisee or licensee of Del Taco as of the time that the obligations under this Section 10.6 commence. If Franchisee does not comply with the post-term covenants as specified in this Section 10.6, the post-term non-compete period shall not begin to run until Franchisee begins to comply.

10.7 Publicly-Held Corporations. Section 10.6 above shall not apply to ownership by Franchisee of less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly held corporation. As used in this Agreement, the term "**publicly held corporation**" shall be deemed to refer to a corporation which has securities that have been registered under the Securities Exchange Act of 1934.

10.8 Individual Covenants. Franchisee shall require and obtain execution of covenants similar to those set forth in Sections 8, 9, 10, 12, and 14 (as modified to apply to an individual, if applicable) from any or all of Franchisee's owners holding a ten percent (10%) or greater interest in Franchisee and the Operating Principal. The covenants required by this Section 10.8 shall be in the form provided in Exhibit F to this Agreement. Franchisee shall deliver to Del Taco copies of such executed covenants immediately upon Del Taco's request. Failure by Franchisee to obtain execution of a covenant required by this Section 10.8 shall constitute a default under Sections 10.5 and 10.6 above.

10.9 Severability. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 10 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Del Taco is a party, Franchisee agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 10.

10.10 Scope of Covenants. Del Taco shall have the right to reduce the scope of any covenant set forth in Sections 10.5 and 10.6 in this Agreement, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof; and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 24 and 24.2 below.

10.11 Enforcement of Claims. The existence of any claims Franchisee may have against Del Taco, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Del Taco of the covenants in this Section 10. Franchisee agrees to pay all costs and expenses (including reasonable attorneys' fees, costs, and expenses (and interest on such fees, costs, and expenses)) incurred by Del Taco in connection with the enforcement of this Section 10.

10.12 Irreparable Injury. Franchisee acknowledges that Franchisee's violation of the terms of this Section 10 would result in irreparable injury to Del Taco for which no adequate remedy at law may be available, and Franchisee accordingly consents to the issuance of an injunction prohibiting any conduct by Franchisee in violation of the terms of this Section 10.

10.13 Remedies Not Exclusive. The remedies in this Section 10 are in addition to the other rights and remedies available to Del Taco and shall not serve as an election of remedies or a waiver of any other rights.

11. Insurance.

11.1 Franchisee shall comply with the following indemnification and insurance provisions:

11.1.1 Insurance Requirements. During the term of this Agreement, Franchisee shall obtain and maintain in full force and effect, at its own expense, such insurance coverages as may be required of franchisees by Del Taco. The current insurance requirements are listed in this Section; provided that Del Taco may update or modify the insurance requirements in the Manuals, may provide changed or modified insurance requirements in any lease agreement between Del Taco (or its Affiliates) and Franchisee, or may otherwise change or modify insurance requirements in writing by Company, at its sole discretion. Prior to the opening of the Restaurant and thereafter, throughout the term of this Agreement, Franchisee shall furnish Del Taco with evidence satisfactory to Del Taco of such insurance coverages in effect in the form of Certificates of Insurance and any insurance policy endorsements required by Del Taco, and a copy of the Franchisee's insurance policy(ies), if requested by Del Taco. Renewal Certificates of Insurance shall be delivered to Del Taco no later than thirty (30) days prior to the expiration date of all policies. All deductible amounts on all insurance policies required hereunder shall be disclosed in writing to and shall be subject to approval by Del Taco, and noted on the applicable Certificate of Insurance. Requirements as of the date hereof are:

11.1.1.1 Commercial General Liability insurance, including Products Liability coverage, and Broad Form Contractual Liability coverage, written on a "per occurrence" policy form in an amount of not less than $5,000,000 combined single limit per occurrence and aggregate. Such insurance must not contain an exclusion for occurrences arising from food-borne illness, and must insure the contractual liability of Franchisee under Section 16.1.3 of this Agreement. The limit requirements can be satisfied by a combination of primary limits and umbrella/excess liability limits.

11.1.1.2 Business Automobile Liability insurance including owned, leased, non-owned and hired automobile coverage, with a limit of not less than $1,000,000 per accident.

11.1.1.3 Workers' Compensation insurance as required by law, and Employer's Liability insurance with a limit not less than $1,000,000 per occurrence, and such other insurance as may be required by the state or locality in which the Restaurant is operated.

11.1.1.4 "All Risk" property insurance covering: (a) the building (including tenant improvements, furniture, fixtures, equipment, inventory and other tangible property of the Restaurant), including plate glass coverage, on a full one hundred percent (100%) repair or replacement value basis; (b) Business Interruption/ Business Income insurance (at least one (1) year of actual loss sustained), including Extra Expense insurance, so as to re-establish normal business operations; and (c) loss of rents insurance covering a minimum of twelve (12) months' fixed minimum rent.

11.1.1.5 Builders' All Risk insurance for the full replacement cost of all real and personal property involved in the construction when Franchisee is building, renovating, refurbishing or remodeling the Restaurant.

11.1.1.6 Cyber Liability insurance with a limit not less than $1,000,000 per occurrence, or such other limit as Del Taco may specify.

11.1.1.7 Other insurance that may be required by any state, local, federal, or municipal law, or when applicable, by a third-party land owner.

All insurance policies required hereunder of the Franchisee: (a) shall be primary and Del Taco's insurance shall be non-contributory; (b) shall be issued by an insurance company(ies) with a rating of not less than "A-VIII" in the current A.M. Best Insurance Rating Guide or approved by Del Taco; (c) shall name Del Taco and its Affiliates, and any other parties as Del Taco may request as "additional insureds," and shall contain an "Additional Insured-Designated Person or Organization" endorsement (or its equivalent), except workers' compensation insurance only, without any qualifying language; (d) shall provide that the insurance cannot be canceled, materially changed, or non-renewed, except upon thirty (30) days' advance written notice to Del Taco; and (e) shall contain a waiver of subrogation rights of the insurer(s) against Del Taco, which waiver shall be effective regardless of whether any loss is caused by the act, omission or negligence of Del Taco, and shall contain a "Waiver of Transfer of Rights of Recovery Against Others" endorsement (or its equivalent). Franchisee shall require any independent contractors to have sufficient insurance specific to the work they are performing for the Franchisee. Franchisee understands and acknowledges that the insurance requirements set forth herein are in addition to and do not modify or replace any duty of the Franchisee to defend and/or indemnify Del Taco as set forth in this Agreement.

12. Transfer of Interest.

12.1 Del Taco Transfers. Del Taco has the right to transfer or assign this Agreement, the System, Confidential Information, and all or any part of Del Taco's rights or obligations under this Agreement or Del Taco's interest in the System and Confidential Information to any person or legal entity without Franchisee's consent. Any transferee or assignee of this Agreement from Del Taco will become solely responsible for all of Del Taco's obligations under this Agreement from the date of the transfer or assignment. Without limiting the foregoing, Del Taco may sell its assets (including its rights in the Proprietary Marks and the System) to a third party; may offer its securities privately or publicly; may merge with or acquire other legal entities, or be acquired by another legal entity; and may undertake a refinancing, recapitalization, leveraged buyout, or other economic or financial restructuring. With regard to any or all of the above transfers, sales, assignments, and dispositions, Franchisee waives any claims, demands, or damages against Del Taco or its affiliates arising from or related to Del Taco's transfer of its rights in this Agreement, the System, or Confidential Information to any other party. Nothing contained in this Agreement will require Del Taco to remain in the business of operating or licensing the operation of Del Taco Restaurants or other businesses or to offer any services or products to Franchisee, whether or not bearing the Proprietary Marks, if Del Taco transfers or assigns its rights in or obligations under this Agreement and the System.

12.2 Owners. If Franchisee is a business entity, each owner and the interest of each of them in Franchisee, is identified in Exhibit D hereto. Franchisee represents and warrants that its owners are set forth on Exhibit D attached to this Agreement, and covenant that Franchisee will not permit the identity of such owners, or their respective interests in Franchisee, to change without complying with this Agreement.

12.3 Franchisee Transfers. Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee, and that Del Taco has granted this franchise in reliance on Franchisee or its owners' business skill, financial capacity, and personal character. Accordingly:

12.3.1 Franchisee shall not, without Del Taco's prior written consent, transfer, pledge or otherwise encumber: (a) this Agreement or any of Del Taco's rights and obligations under this Agreement;

(b) all or substantially all of the assets of the Restaurant; (c) the leases or any other interest in the Restaurant; or (d) any direct or indirect ownership interest in Franchisee.

12.3.2 If Franchisee is a corporation or limited liability company, Franchisee shall not, without Del Taco's prior written consent, issue any voting securities or securities convertible into voting securities, and the recipient of any such securities shall become an owner under this Agreement, if so designated by Del Taco.

12.3.3 If Franchisee is a partnership or limited partnership, the partners of the partnership shall not, without Del Taco's prior written consent, admit additional general partners, remove a general partner, or otherwise materially alter the powers of any general partner.

12.3.4 Franchisee's owner shall not, without Del Taco's prior written consent, transfer, pledge or otherwise encumber any interest of an owner in Franchisee as shown in Exhibit D.

12.3.5 Franchisee shall not transfer or assign the lease for the Restaurant, or permit a default or surrender of the lease that will or may cause the Restaurant to be owned, leased, or operated by, any person or entity that will not operate a Del Taco Restaurant, without Del Taco's prior written consent.

12.4 Conditions for Approval. Del Taco shall not unreasonably withhold any consent required by Section 12.3.4 above; provided, that if Franchisee proposes to transfer its obligations hereunder or any interest in all or substantially all of the assets of the Restaurant, or if Franchisee or an owner proposes to transfer any direct or indirect interest in Franchisee, or if Franchisee or any owner proposes to undertake any transfer that is subject to Section 12.3, Del Taco shall have the right to require, among other things, any or all of the following as conditions of Del Taco's approval:

12.4.1 Franchisee shall comply with Del Taco's then-current transfer policies. Franchisee and the proposed transferee shall provide Del Taco with all information and documents requested by Del Taco for its evaluation of the proposed transfer, transaction, and transferee, including the business and financial terms of the proposed transaction including the leases and/or any assignments, renewal or extension of the leases and any necessary landlord consents, financial and operational information regarding the proposed transferee, and evidence of any financing that may be required to complete the transaction and/or fund the transferee's operation after the transfer.

12.4.2 The transferor shall have executed a general release (which shall include a release from the transferor, Franchisee, Franchisee's owners, and guarantors), in a form satisfactory to Del Taco, of any and all claims against Del Taco and its affiliates, successors, and assigns, and their respective directors, officers, shareholders, partners, agents, representatives, servants, and employees in their corporate and individual capacities including claims arising under this Agreement, any other agreement between Del Taco and Franchisee or their affiliates, and federal, state, and local laws and rules.

12.4.3 The transferee of an owner shall be designated as an owner and each transferee who is designated as an owner shall enter into a written agreement, in a form satisfactory to Del Taco, agreeing to be bound as an owner under the terms of this Agreement as long as such person or entity owns any interest in Franchisee; and, if Franchisee's obligations were guaranteed by the transferor, the owner shall guarantee the performance of all such obligations in writing in a form satisfactory to Del Taco.

12.4.4 Prior to and after the transfer, Franchisee's new owners shall meet Del Taco's educational, managerial, and business standards; each shall possess a good moral character, business reputation, and credit rating; have the aptitude and ability to operate the Restaurant, as may be evidenced by prior related business experience or otherwise; Franchisee's Operating Principal, and such other owners

and employees as specified by Del Taco, shall satisfactorily complete Del Taco's initial training program; and have adequate financial resources and capital to operate the Restaurant. The price, consideration, and other proposed terms of the proposed transfer must not, in Del Taco's reasonable business judgment, have the effect of negatively impacting the future viability of the Restaurant.

12.4.5 In connection with any proposed transfer, at Del Taco's option, Franchisee (or transferee) shall execute the form of franchise agreement then being offered to new franchisees, and such other ancillary agreements required by Del Taco for the business franchised hereunder, which agreements shall supersede this Agreement and its ancillary documents in all respects, and the terms of which may differ from the terms of this Agreement including higher Royalty Fees and Marketing Fees, and a different or modified Protected Area, provided however that the term of such franchise agreement shall be equal to the then unexpired term of this Agreement.

12.4.6 In connection with any proposed transfer, at Del Taco's option, Franchisee, at Franchisee's expense, shall upgrade the Restaurant to conform to the then-current standards and specifications of new Restaurant then being established in the System, and shall complete the upgrading and other requirements set forth in this Section 12.4.6 or as required under Section 5.9 above within the time specified by Del Taco.

12.4.7 All of Franchisee's monetary obligations hereunder shall be paid in full on a current basis, and Franchisee must not be otherwise in default of any of Franchisee's obligations hereunder including Franchisee's reporting obligations.

12.4.8 The transferor shall remain liable for all of the obligations to Del Taco in connection with the Restaurant that arose prior to the effective date of the transfer, and any covenants that survive the termination or expiration of this Agreement, and shall execute any and all instruments reasonably requested by Del Taco to evidence such liability.

12.4.9 At Franchisee's expense, one (1) owner designated by Del Taco to be a new Operating Principal and any of Franchisee's Restaurant Managers that Del Taco designates shall successfully complete (to Del Taco's satisfaction) all training programs required by Del Taco upon such terms and conditions as Del Taco may reasonably require (and while Del Taco will not charge a fee for attendance at such training programs, the transferee shall be responsible for the salary and all expenses of the person who attends training).

12.4.10 In connection with any proposed transfer, to compensate Del Taco for Del Taco's legal, accounting, training, and other expenses incurred in connection with the transfer, Franchisee shall pay Del Taco a non-refundable transfer fee in the amount of Five Thousand Dollars ($5,000). The transfer fee shall be paid at the earlier of (a) when the transferee signs the new franchise agreement, or (b) when the transferee begins training. The transfer fee is non-refundable. In addition, in the event a proposed transfer is not consummated or closed, for any reason except for disapproval by Del Taco, Franchisee or the proposed transferee shall reimburse Del Taco for all of Del Taco's costs and expenses incurred in connection with Del Taco's evaluation of the proposed transfer, including attorneys' and accountants' fees, background checks, site evaluation, and training, if applicable, to the extent the portion of the transfer fee paid does not cover those costs and expenses.

12.4.11 The transferor and/or the transferring franchisee must certify to Del Taco that the transferring franchisee has provided to the transferee true, complete and accurate copies of Franchisee's financial information and documents regarding the operation of the Restaurant, including the trailing two years of financial statements and monthly cash reports, the lease for the Restaurant premises, material contracts, and such other information as may be specified by Del Taco.

12.4.12 The transferor must acknowledge and agree that the transferor shall remain bound by the covenants contained in Section 10 above.

12.5 Transfers to Entities for the Convenience of Ownership. If Franchisee desires to transfer all of Franchisee's interest in this Agreement, or if all of Franchisee's owners desire to transfer all of their ownership interests in Franchisee, to a corporation, limited liability company, or other entity, solely for the convenience of ownership and/or for tax or estate planning reasons, Del Taco shall not unreasonably withhold Del Taco's consent to such transfer, and Del Taco shall not require that Franchisee comply with the provisions and conditions of Section 12.4 or 12.6, if Franchisee complies with all of the following conditions:

12.5.1 Franchisee shall provide written notice to Del Taco not less than thirty (30) days prior to the date of the proposed transfer, and shall provide Del Taco with such documents and information as Del Taco may request in support of Franchisee's request, which may include, among other things, entity formation and good standing certifications, evidence of insurance in the name of the new franchisee entity, and bank information for the new franchisee entity.

12.5.2 Franchisee and Franchisee's owners shall own all of the outstanding equity interests in the new franchisee entity, and shall own the same percentage ownership interests in the new franchisee entity as they own in Franchisee, and if Franchisee is an individual, Franchisee shall own 100% of the outstanding voting equity interests in the new franchisee entity.

12.5.3 All owners of the new franchisee entity shall execute a Guarantee in the form attached as Exhibit E hereto.

12.5.4 Franchisee and Franchisee's owners shall comply with the provisions of Sections 12.4.1, 12.4.2, 12.4.6, 12.4.7, and 12.4.11 of this Agreement, and the new entity and its owners shall comply with Sections 5.27 and 5.28 of this Agreement.

12.5.5 Franchisee and Franchisee's owners shall execute such transfer documents, agreements and other materials as Del Taco may require.

12.6 Right of First Refusal.

12.6.1 If Franchisee or any owner desires to accept any *bona fide* offer from a third party to purchase Franchisee, all or substantially all of the assets of the Restaurant, or any direct or indirect interest in Franchisee, Franchise or such owner shall promptly notify Del Taco of such offer and shall provide such information and documentation relating to the offer as Del Taco may require. Del Taco shall have the right and option, exercisable within thirty (30) days after receipt of all such information, to send written notice to the seller that Del Taco intends to purchase the seller's interest on the same terms and conditions offered by the third party. If Del Taco elects to purchase the seller's interest, the closing on such purchase shall occur within sixty (60) days from the date of notice to the seller of the election to purchase by Del Taco.

12.6.2 Any material change in the terms of the *bona fide* offer prior to closing shall constitute a new offer subject to the same rights of first refusal by Del Taco as in the case of the third party's initial offer. Del Taco's failure to exercise the option afforded by this Section 12.6 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 12.6, with respect to a proposed transfer, or a waiver of any subsequent offer.

12.6.3 In the event the consideration, terms, and/or conditions offered by a third party are such that Del Taco may not reasonably be required to furnish the same consideration, terms, and/or conditions, then Del Taco may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the third party, they must attempt to appoint a mutually-acceptable independent appraiser to make a binding determination. If the parties are unable to agree upon one (1) independent appraiser, then an independent appraiser shall be promptly designated by Del Taco and another independent appraiser shall be promptly designated by Franchisee, which two (2) appraisers shall, in turn, promptly designate a third appraiser; all three (3) appraisers shall promptly confer and reach a single determination, which determination shall be binding upon Del Taco and Franchisee. The cost of any such appraisal shall be shared equally by Del Taco and Franchisee. If Del Taco elects to exercise its right under this Section 12.6, Del Taco shall have the right to set off all amounts due from Franchisee, and one-half (½) of the cost of the appraisal, if any, against any payment to the seller.

12.7 Transfer Upon Death. Within six (6) months after Franchisee's death (if a natural person) or the death of an owner, the executor, administrator, or other personal representative of the deceased will transfer the interest of the deceased in this Agreement or Franchisee to a third party approved by Del Taco. If no personal representative is designated or appointed and no probate proceedings are instituted with respect to the estate of the deceased, the distributee of the interest of the deceased must be approved by Del Taco. If the distributee is not approved by Del Taco, the distributee will transfer the interest of the deceased to a third party approved by Del Taco within six (6) months after the date of death of the deceased.

12.8 Transfer Upon Permanent Disability. Upon Franchisee's permanent disability or the permanent disability of any owner with a controlling interest in Franchisee, Del Taco may require Franchisee's or the owner's interest to be transferred to a third party approved by Del Taco within six (6) months after notice to Franchisee. "**Permanent Disability**" shall mean any physical, emotional, or mental injury, illness, or incapacity that would prevent a person from performing the obligations set forth in this Agreement for at least six (6) consecutive months and from which condition recovery within six (6) consecutive months from the date of determination of disability is unlikely. If Del Taco and Franchisee or Franchisee's representative disagree as to whether a person has a permanent disability, the existence of the permanent disability shall be determined by a licensed practicing physician selected by Del Taco upon examination of such person or, if such person refuses to be examined, then such person shall automatically be deemed permanently disabled for the purposes of this Section 12.8 as of the date of refusal. Del Taco shall pay the cost of the required examination.

12.9 Notification Upon Death or Permanent Disability. Within ten (10) days after the death or permanent disability of Franchisee (if a natural person) or an owner, Franchisee or Franchisee's representative shall notify Del Taco of the death or permanent disability in writing. Any transfer upon death or permanent disability will be subject to the same terms and conditions set out in this Section 12 for any *inter vivos* transfer.

12.10 No Waiver of Claims. Del Taco's consent to a transfer which is the subject of this Section 12 shall not constitute a waiver of any claims Del Taco may have against the transferring party, nor shall it be deemed a waiver of Del Taco's right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

12.11 Insolvency. If Franchisee or any person holding any interest (direct or indirect) in Franchisee becomes a debtor in a proceeding under the U.S. Bankruptcy Code or any similar law in the U.S. or elsewhere, it is the parties' understanding and agreement that any transfer in Franchisee, Franchisee's obligations and/or rights hereunder, all or substantially all of the assets of the Restaurant, or any indirect or direct interest in Franchisee shall be subject to all of the terms of this Section 12.

12.12 Securities Offerings. All materials for an offering of stock or partnership interests in Franchisee or any of Franchisee's affiliates which are required by federal or state law shall be submitted to Del Taco for review as described below before such materials are filed with any government agency. Any materials to be used in any exempt offering shall be submitted to Del Taco for such review prior to their use. No offering by Franchisee or any of Franchisee's affiliates shall imply (by use of the Proprietary Marks or otherwise) that Del Taco is participating in an underwriting, issuance, or offering of the securities of Franchisee or Franchisee's affiliates; and Del Taco's review of any offering shall be limited solely to the relationship between Del Taco and Franchisee and any subsidiaries and affiliates, if applicable, and shall not constitute any opinion as to any legal requirement. Del Taco may, at its option, require the offering materials to contain a written statement prescribed by Del Taco concerning the limitations stated in the preceding sentence. Franchisee (and the offeror if not Franchisee), the owners, and all other participants in the offering must fully indemnify Del Taco, its subsidiaries, affiliates, successor, and assigns, and their respective directors, officers, shareholders, partners, agents, representatives, servants, and employees in connection with the offering and shall execute any and all documents required by Del Taco to endorse such indemnification. For each proposed offering, Franchisee shall pay Del Taco a non-refundable fee of Five Thousand Dollars ($5,000) or such greater amount as is necessary to reimburse Del Taco for its reasonable costs and expenses (including legal and accounting fees) for reviewing the proposed offering. Franchisee shall give Del Taco written notice at least thirty (30) days before the date that any offering or other transaction described in this Section 12 commences. Any such offering shall be subject to all of the other provisions of this Section 12; and further, without limiting the foregoing, it is agreed that any such offering shall be subject to Del Taco's approval as to the structure and voting control of the offeror (and Franchisee, if Franchisee is not the offeror) after the financing is completed.

13. Default and Termination.

13.1 Automatic Termination. Franchisee shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee, if Franchisee shall become insolvent or make a general assignment for the benefit of creditors; or if a petition in bankruptcy is filed by Franchisee or such a petition is filed against and not opposed by Franchisee; or if Franchisee is adjudicated bankrupt or insolvent; or if a bill in equity or other proceeding for the appointment of a receiver or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee; or if a final judgment of $50,000 or more against Franchisee or Franchisee's affiliate remains unsatisfied or of record for thirty (30) days or longer (unless unappealed or a supersedeas bond is filed); or if Franchisee is dissolved; or if an attachment or execution is levied against Franchisee's business or property, including Franchisee's bank accounts, property or any receivables and is not dismissed within thirty (30) days; or if suit to foreclose any lien or mortgage against the Restaurant premises or equipment is instituted against Franchisee and not dismissed within five (5) days; or if the real or personal property of the Restaurant shall be sold after levy thereupon by any sheriff, marshal, or constable.

13.2 Termination Upon Notice Without Opportunity to Cure. Franchisee shall be deemed to be in default and Del Taco may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon the delivery of written notice to Franchisee by Del Taco (in the manner set forth under Section 20 below), upon the occurrence of any of the following events:

13.2.1 If Franchisee fails to obtain approval of the site for the Restaurant pursuant to this Agreement or the Site Selection Addendum;

13.2.2 If Franchisee fails to construct, maintain, repair or renovate the Restaurant in accordance with this Agreement or Del Taco's plans and specifications or fails to equip the Restaurant in accordance with Del Taco's standards and specifications;

13.2.3 If Franchisee, its Operating Principal, or managers fail to complete the initial training program pursuant to Section 5.4 of this Agreement;

13.2.4 If Franchisee at any time without the written consent of Del Taco ceases to operate or otherwise abandons the Restaurant for three (3) consecutive business days, or loses the right to possession of the Restaurant, or otherwise forfeits the right to do or transact business in the jurisdiction where the Restaurant is located; provided, however, that if, through no fault of Franchisee, the premises are damaged or destroyed by an event such that repairs or reconstruction cannot be completed within ninety (90) days thereafter, then Franchisee shall have thirty (30) days after such event in which to apply for Del Taco's approval to relocate and/or reconstruct the Restaurant, which approval shall not be unreasonably withheld;

13.2.5 If Franchisee defaults under any lease or sublease for the Restaurant (the "**Lease**") and fails to cure the default within the time period specified in the Lease, or if the Lease is terminated, for any reason, or expires;

13.2.6 If Franchisee, any owner of Franchisee, or any affiliate of Franchisee is convicted of a felony, a crime involving moral turpitude, or any other crime or offense that Del Taco believes is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or Del Taco's interest therein;

13.2.7 If Franchisee engages in any conduct or practice that is fraudulent, unfair, unethical, or a deceptive practice;

13.2.8 If a threat or danger to public health or safety results from the construction, maintenance, or operation of the Restaurant;

13.2.9 If Franchisee or any of Franchisee's owners purports to transfer any rights or obligations under this Agreement or any interest to any third party in a manner that is contrary to the terms of Section 12;

13.2.10 If Franchisee fails to permit an inspection pursuant to Section 5.14 or an audit pursuant to Section 7.4;

13.2.11 If Franchisee fails to comply with the covenants in Section 10.5 or fails to timely obtain execution of the covenants required under Section 10.8;

13.2.12 If, contrary to the terms of Sections 9 or 10 above, Franchisee discloses or divulges the contents of the Manuals or other Confidential Information provided to Franchisee by Del Taco;

13.2.13 If Franchisee knowingly maintains false books or records, or submits any false reports (including information provided as part of Franchisee's application for this franchise) to Del Taco;

13.2.14 If Franchisee makes, or has made, any misrepresentation or engaged in any act of fraud in connection with obtaining this Agreement or in conducting the business franchised and licensed under this Agreement;

13.2.15 If Franchisee fails to pay any supplier or vendor when due, and fails to cure such default within the time period specified by the supplier or vendor, or in the applicable supply contract;

13.2.16 If Franchisee fails to pay any third party, including a lender, seller or lessor of products, services or equipment, any amount due by Franchisee to such parties on any note, financing, obligation, or financial instrument when due, and such failure to pay the full amount owed is not cured after any notice required by the contract or under applicable law;

13.2.17 If Franchisee makes any unauthorized or improper use of the Proprietary Marks, or if Franchisee or any owner of Franchisee fails to utilize the Proprietary Marks solely in the manner and for the purposes directed by Del Taco, or directly or indirectly contests the validity of Del Taco's ownership of the Proprietary Marks or Del Taco's right to use and to license others to use the Proprietary Marks;

13.2.18 If Franchisee fails on more than two occasions during any 12-month period to comply with one or more requirements of this Agreement or any other agreement with Del Taco;

13.2.19 If the right of Franchisee to possess the Restaurant terminates for any reason whatsoever.

13.3 Termination With Opportunity to Cure. Except as otherwise provided in Sections 13.1 and 13.2 above, upon any other default by Franchisee of Franchisee's obligations hereunder, Del Taco may terminate this Agreement by giving written notice of termination (in the manner set forth under Section 20 below) setting forth the nature of such default to Franchisee at least thirty (30) days prior to the effective date of termination (or, with respect to monetary defaults, five (5) days); provided, however, that Franchisee may avoid termination by immediately initiating a remedy to cure such default, curing it to Del Taco's satisfaction, and by promptly providing proof thereof satisfactory to Del Taco, all within the thirty (30) (or five (5)) day period. If any such default is not cured within the specified time, this Agreement shall terminate without further notice to Franchisee effective immediately upon the expiration of the thirty (30) (or five (5)) day period. The following are defaults that would result in notice and opportunity to cure under this Section 13.3:

13.3.1 If Franchisee fails to make any payments when due to Del Taco;

13.3.2 If Franchisee fails to submit to Del Taco any financial or other information required under this Agreement;

13.3.3 If Franchisee fails to operate the Restaurant in accordance with this Agreement, including operating the Restaurant in compliance with the operating standards and specifications established from time to time by Del Taco as to the quality of service, specifications and use of computer hardware and software, cleanliness, health and sanitation, or if Franchisee receives a failing score on any inspection conducted in accordance with Section 5.14 hereof;

13.3.4 If Franchisee (or its affiliates or owners) defaults in the performance of any other obligation under this Agreement or any other agreement with Del Taco or any of its affiliates;

13.3.5 If Franchisee fails to comply with any laws as more specifically set forth in Section 5.26; or

13.3.6 If Franchisee, prior to operating the Restaurant, does not obtain Del Taco's prior written approval of an Operating Principal if (1) Franchisee is not an individual or (2) Franchisee does not participate personally in the direct operation of the Restaurant;

13.4 Extended Notice of Termination. If any law applicable to this Section 13 requires a longer notice period prior to termination of this Agreement, or prior to a refusal to enter into a successor or renewal franchise, than is required hereunder, a different standard of "**good cause**", or the taking of some other action not required hereunder, the prior notice, "good cause" standard, and/or other action required by such law shall be substituted for the comparable provisions hereof.

13.5 Assignment Upon Bankruptcy. If, for any reason, this Agreement is not terminated pursuant to this Section 13, and the Agreement is assumed, or assignment of the same to any person or entity who has made a bona fide offer to accept an assignment of the Agreement is contemplated, pursuant to the United States Bankruptcy Code, then notice of such proposed assignment or assumption, setting forth: (i) the name and address of the proposed assignee; and (ii) all of the terms and conditions of the proposed assignment and assumption, shall be given to Del Taco within twenty (20) days after receipt of such proposed assignee's offer to accept assignment of this Agreement, and, in any event, within ten (10) days prior to the date application is made to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption, and Del Taco shall thereupon have the prior right and option, to be exercised by notice given at any time prior to the effective date of such proposed assignment and assumption, to accept an assignment of this Agreement to Del Taco upon the same terms and conditions and for the same consideration, if any, as in the bona fide offer made by the proposed assignee, less any brokerage commissions which may be payable by Franchisee out of the consideration to be paid by such assignee for the assignment of this Agreement. In the event Del Taco does not elect to exercise the options described in this Section 13.5, any transfer or assignment pursuant to the United States Bankruptcy Code shall be subject to the same terms and conditions of any other transfer or assignment set forth in Section 12.

13.6 Other Remedies. Del Taco has the right to undertake any one or more of the following actions in addition to terminating this Agreement:

13.6.1 Del Taco may require Franchisee to close the Restaurant and take the necessary steps to bring the Restaurant (including the operation, maintenance of the equipment and premises, repair and restoration of the Restaurant) into strict conformity with Del Taco's standards and specifications and the requirements of this Agreement. Franchisee shall not reopen the Restaurant until Franchisee has brought it into conformity with Del Taco's standards and specifications;

13.6.2 Del Taco may modify, or eliminate completely, the Protected Area described in Section 1.2 above;

13.6.3 Del Taco may elect, but has no obligation, to assume complete operating control and possession of the Restaurant and operate the same in the capacity of a receiver. Del Taco shall apply funds received from that operation, first to the payment of all of Del Taco's costs and expenses of operation (including a management fee), then to the current obligations of Franchisee to Del Taco or any third party, and then to the past due obligations of Franchisee to Del Taco or any third party, with any remaining funds paid over to Franchisee;

13.6.4 Del Taco may disable access to or remove all or any references to the Restaurant or webpage(s) of the Restaurant from the Authorized Website or any other services or listings, until such time as the default is fully cured;

If any of such rights, options, arrangements, or areas are terminated or modified in accordance with this Section 13.6, such action shall be without prejudice to Del Taco's right to terminate this Agreement in accordance with Sections 13.2 or 13.3 above, and/or to terminate any other rights, options or arrangements

under this Agreement at any time thereafter for the same default or as a result of any additional defaults of the terms of this Agreement.

14. Obligations Upon Termination or Expiration.

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

14.1.1 Cease Operations. Franchisee shall immediately cease to operate the Restaurant, and shall not thereafter, directly or indirectly, represent to the public or hold Franchisee out as a present or former franchisee of Del Taco.

14.1.2 Cease Use of Proprietary Marks. Franchisee shall immediately and permanently cease to use, in any manner whatsoever, any confidential methods, procedures and techniques associated with the System, the mark "Del Taco" and all other Proprietary Marks and distinctive forms, slogans, signs, symbols, and devices associated with the System. In particular, Franchisee shall cease to use all signs, advertising materials, displays, stationery, forms, and any other articles that display the Proprietary Marks, remove all such articles and/or permit Del Taco to enter the Restaurant and remove or permanently cover all signs or advertisements identifiable in any way with Del Taco's name or business, at Franchisee's expense.

14.1.3 Cancellation of Assumed Names. Franchisee shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains the Proprietary Mark "Del Taco" and all other Proprietary Marks, and/or any other service mark or trademark, and Franchisee shall furnish Del Taco with evidence satisfactory to Del Taco of compliance with this obligation within five (5) days after termination or expiration of this Agreement.

14.1.4 Pay Monies Owed; Liquidated Damages. Franchisee shall pay Del Taco all sums then due plus damages for the right to receive the Royalty Fees for the remaining term of this Agreement, together with any other damages suffered by Del Taco as a result of the default. The damages for royalties due during the remainder of the term of this Agreement shall equal the product of the average yearly amount of all fees paid or payments by Franchisee under Section 3 of this Agreement during the three years immediately preceding the termination (or such period as the Restaurant was open for business, if the Restaurant was not open for business during the entire three year period), multiplied by the number of years remaining in the term. The payments called for in this Section 14.1.4 are not a penalty. A precise calculation of the full extent of damages that Del Taco will incur if this Agreement terminates because Franchisee defaults cannot be reasonably determined. Nevertheless, the parties agree that the lump-sum payment provided under this Section 14.1.4 is reasonable in light of the damages for premature termination that may reasonably be expected to occur in such event. Franchisee shall also pay to Del Taco, in addition to any amounts then due and owing, all expenses incurred by Del Taco as a result of any default, including reasonable attorneys' fees, expenses, and costs, and interest on such attorneys' fees, expenses, and costs.

14.1.5 Return of Manuals and Other Materials. Franchisee shall immediately deliver to Del Taco the Manuals, plans and specifications, designs, records, data, samples, models, programs, handbooks and drawings relating to Del Taco's operations or business, and all other materials containing Confidential Information (including any copies thereof, even if such copies were made in violation of this Agreement), all of which are acknowledged to be Del Taco's property.

14.1.6 No Confusion. Franchisee agrees that, if it continues to operate or subsequently begins to operate any other business, Franchisee shall not use any reproduction, counterfeit copy, or colorable imitation of the Proprietary Marks, either in connection with such other business or the promotion

thereof, which is likely to cause confusion, mistake, or deception, or which is likely to dilute Del Taco's rights in and to the Proprietary Marks, and further agree not to utilize any designation of origin, description, trademark, service mark, or representation which suggests or represents a present or past association or connection with Del Taco, the System, or the Proprietary Marks.

14.1.7 Assign Leases; Modification of Premises. Del Taco shall have the right and option, but not the obligation, to acquire the Leases for the Restaurant, or otherwise acquire the right to occupy the premises. Del Taco may assign or delegate this right or option to any of Del Taco's affiliates or a third party designee, without notice to, or request for approval from, the landlord or lessor of the premises. If Del Taco or its assignee or delegatee does not elect or is unable to exercise any option Del Taco may have to acquire the leases or subleases for the premises of the Restaurant, or otherwise acquire the right to occupy the premises, Franchisee shall make such modifications or alterations to the premises operated hereunder (including the changing of the telephone number) immediately upon termination or expiration of this Agreement as may be necessary to distinguish the appearance of said premises from that of other Del Taco Restaurants, and shall make such specific additional changes thereto as Del Taco may reasonably request for that purpose. In addition, Franchisee shall cease use of, and if Del Taco requests shall transfer to Del Taco, all telephone numbers, customer "**loyalty**" lists, and any domain names, websites, email addresses, and any other identifiers, whether or not authorized by Del Taco, used by Del Taco while operating the Restaurant, and shall promptly execute such documents or take such steps necessary to remove reference to the Restaurant from all trade or business telephone directories, including "**yellow**" and "**white**" pages, or at Del Taco's request transfer same to Del Taco. If Franchisee fails or refuses to comply with the requirements of this Section 14.1.7, Del Taco (or its designee) shall have the right to enter upon the premises of the Restaurant, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required, at Franchisee's expense, which expense Franchisee agrees to pay upon demand.

14.1.8 Option to Purchase Equipment and Furnishings. Del Taco shall have the option, to be exercised within thirty (30) days after termination or expiration of this Agreement, to purchase from Franchisee any or all of the equipment or inventory related to the operation of the Restaurant, at the lesser of the fair market value or Franchisee's book value. The book value shall be determined based upon a five (5) year straight line depreciation of original costs. For equipment that is five (5) or more years old, the parties agree that fair market value shall be deemed to be ten percent (10%) of the equipment's original cost. Franchisee must fully cooperate in determining the value of the equipment, including providing any information regarding liens or amounts owed to third parties relating to the assets. If Del Taco elects to exercise any option to purchase herein provided, Del Taco shall set off all amounts due from Franchisee, including liquidated damages under Section 14.1.4. Notwithstanding any term or provision in this subparagraph to the contrary, Del Taco expressly reserves the right, but not the obligation, to negotiate to purchase the equipment directly from the lessor of the equipment. The transfer of the equipment from Franchisee to Del Taco shall take place within sixty (60) days after the expiration or termination of this Agreement upon receipt of payment or any applicable transfer and release documents from Del Taco; provided, however, that if the transfer cannot take place within that time period because of delays caused by Franchisee's lender or lessor, the time period shall extend by a like number of days. If Del Taco exercises the foregoing option, Franchisee shall leave all of the equipment at the Restaurant in good working order and repair and shall allow Del Taco to use the equipment without charge until the transfer of the equipment takes place.

14.1.9 Damages and Costs. Franchisee shall pay Del Taco all damages, costs, interest, and expenses, including reasonable attorneys' fees, costs, and expenses (and interest on such fees, costs, and expenses), incurred by Del Taco subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Section 14.1.9.

14.1.10 Other Rights of Franchisee. The termination of this Agreement shall not affect the rights of Franchisee to operate other Del Taco restaurants in accordance with the terms of any other applicable franchise agreements with Del Taco until and unless the other franchise agreements, or any of them, terminate or expire.

15. Taxes, Permits and Indebtedness

15.1 Taxes. Franchisee shall promptly pay when due all taxes levied or assessed, including unemployment and sales taxes, and all accounts and other indebtedness of every kind incurred by Franchisee in the conduct of the Restaurant. If Franchisee is required to deduct any sales tax, gross receipts tax, income tax, withholding tax or similar tax from any payment to Del Taco, then, to the extent that Del Taco is not able to successfully obtain and utilize a tax credit from the applicable taxing authorities, the amount payable by Del Taco shall be increased by such amount as is necessary to make the actual amount received (after such withholding tax and after any additional taxes on account of such additional payment) equal to the amount that Del Taco would have received had no tax payment been required, provided that such shortfall is not caused by Del Taco's negligence in filing the claims, or for reasons that can be solely attributable to Del Taco.

15.2 Tax Disputes. In the event of any bona fide dispute as to Franchisee's liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; however, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the premises of the Restaurant, or any improvements thereon.

15.3 Compliance With Laws. Franchisee shall comply with all federal, state, and local laws, rules, and regulations, including employment, labor, and wage and hour laws, tax laws, and local operating regulations. Franchisee shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Restaurant, including licenses to do business, health certificates, fictitious name registrations, sales tax permits, and fire clearances. To the extent that the requirements of said laws are in conflict with the terms of this Agreement, the Manuals, or Del Taco's other instructions, Franchisee shall: (a) comply with said laws; and (b) immediately provide written notice describing the nature of such conflict to Del Taco.

15.4 Notification of Claims. Franchisee shall notify Del Taco in writing within three (3) days of receipt of notice of any health or safety violation, the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, or within three (3) days occurrence of any accident or injury which may adversely affect the operation of the Restaurant or Franchisee's financial condition, or give rise to liability or a claim against Franchisee or Del Taco.

16. Independent Contractor and Indemnification.

16.1 It is understood and agreed by the parties hereto that this Agreement does not in any way create the relationship of principal, agent, fiduciary, joint venture, joint employer, or employer/employee between Del Taco and Franchisee; that Franchisee shall be an independent contractor; and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, joint employer, partner, employee, or servant of the other for any purpose whatsoever. For the avoidance of doubt, Del Taco is not the employer or joint employer of Franchisee or Franchisee's employees.

16.1.1 Identification as Independent Contractor. At all times during the term of this Agreement and any extensions hereof, Franchisee shall hold itself out to the public as an independent contractor operating the business pursuant to a franchise from Del Taco.

16.1.2 No Agency. Franchisee shall not act or attempt to act or represent itself, directly or by implication, as an agent of Del Taco. It is understood and agreed that nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, or representation on Del Taco's behalf, or to incur any debt or other obligation in Del Taco's name; and that Del Taco shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall Del Taco be liable by reason of any act or omission by Franchisee in Franchisee's conduct of the Restaurant or for any claim or judgment arising therefrom against Franchisee or Del Taco. Franchisee shall not have the authority, express or implied, to bind or obligate Del Taco in any way.

16.1.3 Indemnification. Franchisee shall, to the fullest extent permissible under applicable law, indemnify and hold Del Taco and its affiliates, and each of Del Taco's respective officers, directors, employees, and agents harmless against any and all claims, obligations, and damages arising directly or indirectly from, as a result of, or in connection with this Agreement, the Restaurant, Franchisee's operation of the Restaurant, Franchisee and its employees' actions and inaction, or Franchisee's breach of this Agreement, including those alleged to be caused by Del Taco's negligence, as well as the costs, including attorneys' fees, costs, and expenses (and interest on such fees, costs, and expenses), of defending against them, unless (and then only to the extent that) the claims, obligations, and damages are determined to be caused solely by Del Taco's gross negligence or willful misconduct according to a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction. In the event Del Taco incurs any costs or expenses, including legal fees (including attorneys' fees, costs, and expenses (and interest on such fees, costs, and expenses)), travel expenses, and other charges, in connection with any proceeding involving Franchisee in which Del Taco are not a party, Franchisee shall reimburse Del Taco for all such costs and expenses promptly upon presentation of invoices. Franchisee acknowledges and agrees that Franchisee's indemnification and hold harmless obligations under this Section 16 shall survive the termination or expiration of this Agreement.

17. Governing Law and Dispute Resolution.

17.1 Governing Law. This Agreement shall be governed and construed in accordance with the laws of California, without regard to its conflicts of laws provisions. However, the laws of the state in which the Restaurant operates shall govern the enforcement of the non-compete provisions of Section 10 of this Agreement. Nothing in this Section 17 is intended by the parties to subject this Agreement to any franchise, business opportunity, antitrust, consumer protection, or any other law, rule, or regulation of the State of California to which this Agreement would not otherwise be subject.

17.2 Venue. Subject to the terms and provisions of Section 17.3 below, the parties agree that any action brought by one party against the other in any court, whether federal or state, shall be brought only before a court of competent jurisdiction in Orange County, California. The parties agree that this Section 17.2 shall not be construed as preventing either party from removing an action from state to federal court; provided, however, that venue shall be as set forth above. Franchisee and its owners hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Any such action shall be conducted on an individual basis, and not as part of a consolidated, common, or class action, and Franchisee and its owners waive any and all rights to proceed on a consolidated, common, or class basis.

17.3 Arbitration. Except as otherwise provided in this Agreement, any claim, controversy or dispute arising out of or relating to this Agreement, the Restaurant, or the relationship created by this

Agreement, including any claim by Franchisee or its owners, concerning the entry into, the performance under, or the termination of this Agreement, or any other agreement between the parties will be resolved via binding arbitration under the authority of the Federal Arbitration Act in accordance with the following provisions:

17.3.1 Any arbitration will be administered by the American Arbitration Association (or its successor) pursuant to its then-current commercial arbitration rules and procedures. The arbitrator will have the authority to decide issues regarding arbitrability and the scope of the arbitrator's jurisdiction. The arbitration must take place in the county in which our headquarters are located at the time of the dispute (currently Orange County, California).

17.3.2 Any arbitration must be on an individual basis, and not as part of a common, consolidated, or class action. The parties and the arbitrator will have no authority or power to proceed with any claim as a class action or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties. If a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then this entire commitment to arbitrate will become null and void and the parties will submit all claims to the jurisdiction of the courts.

17.3.3 The arbitrator must follow the law and not disregard the terms of this Agreement or its related agreements. Except as otherwise provided in this Agreement, the arbitrator will have the authority to award any interim, interlocutory, or final remedy or relief that a court of the State of California could order or grant, including, without limitation, general damages, specific performance of any obligation created under this Agreement, the issuance of an injunction or other extraordinary relief, or the imposition of sanctions for abuse or frustration of the arbitration process; however, the arbitrator may not under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement; (ii) assess punitive or other prohibited damages; or (iii) make an award that extends, modifies, or suspends any lawful term of this Agreement or its related agreements or any reasonable standard of business performance that we set. A judgment may be entered upon the arbitration award by any state or federal court of competent jurisdiction. The decision of the arbitrator will be binding and final on all parties to the dispute.

17.3.4 Except as necessary to obtain interim or provisional relief, to enforce any arbitration award or order, or to comply with any franchise-specific disclosure obligation, the arbitration proceeding and award will be maintained as strictly confidential and neither party hereto nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties hereto.

17.3.5 Each party will bear its share of the costs of the arbitration proceeding. The prevailing party to the arbitration will have the right to an award of its reasonable attorneys' fees and costs incurred after the filing of the demand for arbitration. If either Del Taco or Franchisee seeks to enforce this Agreement in any arbitral or other proceeding, the prevailing party will be entitled to recover its reasonable costs and expenses (including reasonable attorneys' fees, costs, and expenses (and interest on such fees, costs, and expenses) and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel or living expenses) incurred in connection with such judicial or other proceeding.

17.3.6 This agreement to arbitrate will survive the expiration or termination of this Agreement.

17.4 Injunctive Relief. Notwithstanding anything to the contrary contained in this Section 17, either party may file suit in a court of competent jurisdiction (pursuant to Section 17.2) for the entry of temporary or preliminary injunctive relief, restraining orders, and orders of specific performance, including

injunctive relief pertaining to Franchisee's use of the System, including Del Taco's trademarks and service marks.

17.5 Limitation of Actions**. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 17.5, ANY AND ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE FRANCHISE RELATIONSHIP, OR FRANCHISEE'S OPERATION OF THE FRANCHISED BUSINESS, (INCLUDING ANY DEFENSES AND ANY CLAIMS OF SET-OFF OR RECOUPMENT), SHALL BE IRREVOCABLY BARRED UNLESS BROUGHT OR ASSERTED BEFORE THE EXPIRATION OF THE EARLIER OF (A) THE TIME PERIOD FOR BRINGING AN ACTION UNDER ANY APPLICABLE STATE OR FEDERAL STATUTE OF LIMITATIONS; (B) ONE (1) YEAR AFTER THE DATE UPON WHICH A PARTY DISCOVERED, OR SHOULD HAVE DISCOVERED, THE FACTS GIVING RISE TO AN ALLEGED CLAIM; OR (C) TWO (2) YEARS AFTER THE FIRST ACT OR OMISSION GIVING RISE TO AN ALLEGED CLAIM. CLAIMS ATTRIBUTABLE TO UNDERREPORTING OF SALES, AND CLAIMS OF THE PARTIES FOR FAILURE TO PAY MONIES OWED AND/OR INDEMNIFICATION SHALL BE SUBJECT ONLY TO THE APPLICABLE STATE OR FEDERAL STATUTE OF LIMITATIONS.**

17.6 Waiver of Damages. **EXCEPT AS OTHERWISE DESCRIBED IN THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, AS TO INDEMNIFICATION UNDER SECTION 16.1.3), DEL TACO, FRANCHISEE, AND FRANCHISEE'S OWNERS HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY LOST FUTURE PROFITS OR PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR MULTIPLE DAMAGES AGAINST THE OTHER, AND AGREE THAT IN THE EVENT OF A DISPUTE AMONG THEM EACH SHALL BE LIMITED TO THE RECOVERY ONLY OF DIRECT DAMAGES SUSTAINED BY DEL TACO, FRANCHISEE, OR FRANCHISEE'S OWNERS.**

17.7 Waiver of Jury Trial. The parties hereto irrevocably waive trial by jury in any action, proceeding, or counterclaim in connection with any matter or dispute of any kind arising under or in any way connected with this Agreement or any right or remedy hereunder, whether at law or in equity, brought by either party hereto.

18. Time is of the Essence.

As to all reports and fees payable to or to be made to Del Taco and any inspections initiated by Del Taco under Section 5.14, time shall be of the essence.

19. Approvals, Waivers and Binding Effects.

19.1 Approvals. Whenever this Agreement requires Del Taco's prior approval or consent, Franchisee shall make a timely written request to Del Taco for the approval or consent, which Del Taco shall grant, if at all, only in writing.

19.2 No Warranties. Del Taco makes no warranties or guarantees, and assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent or suggestion to Franchisee in connection with this Agreement or by reason of any neglect, delay or denial of any request.

DEL TACO DISCLAIMS ALL WARRANTIES FOR THE GOODS, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, AND NONINFRINGEMENT. DEL TACO WILL

NOT BE LIABLE TO FRANCHISEE RELATING TO THE RESALE OF ANY OF THE GOODS FURNISHED, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, CONTRACT, TORT OR OTHER LEGAL THEORY AND REGARDLESS OF THE CAUSES OF SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED IN THIS AGREEMENT FAILS AND IN NO EVENT WILL ANY SUCH LIABILITY UNDER THIS SECTION 19.2 EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS.

19.3 Waivers. Except as set forth in this Agreement, no rights or remedies set forth in this Agreement shall exclude any other right or remedy allowed by law or in equity. No waiver by a party of any covenant or condition or breach of any covenant or condition of this Agreement shall constitute a waiver of any subsequent breach or nonobservance on any other occasion of the same or any other covenant or condition of this Agreement. Subsequent acceptance by Del Taco of payments due it shall not constitute a waiver by Del Taco of any prior breach.

19.4 Binding Effect; No Other Rights. This Agreement shall bind the parties and their respective executors, administrators, successors and assigns. Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisee, Del Taco, and such of the parties' respective successors and assigns as may be contemplated (and, as to Franchisee, permitted) by Section 12.3 above, any rights or remedies under or by reason of this Agreement.

20. Notices.

20.1 Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by registered mail, a recognized overnight delivery service (e.g., UPS, FedEx, etc.), or by other means which affords the sender evidence of delivery, or of rejected delivery, to the respective parties at the addresses below, unless and until a different address has been designated by written notice to the other party. Any notice by a means which affords the sender evidence of delivery, or rejected delivery, shall be deemed to have been given at the date and time of receipt or rejected delivery.

Del Taco:	25521 Commercentre Drive, Suite 150 Lake Forest, California 92630 Fax Number: (949) 616-5002
Franchisee:	Franchisee's notice address set forth on Exhibit A to this Agreement

21. Force Majeure.

No failure by any party to this Agreement to take action on account of any default by any other party, or to exercise any right hereunder, whether in a single instance or repeatedly, shall constitute a waiver of any such default or right or the performance required of such other party. Except as otherwise provided in this Agreement, neither Del Taco nor Franchisee shall be liable for loss or damage or deemed to be in breach of this Agreement if the failure to perform the obligations of Del Taco or Franchisee results from: transportation shortages, inadequate supply of equipment, merchandise, supplies, labor, material or energy, or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any federal, state, or municipal government or any department or agency thereof; compliance with any law; epidemic; pandemic; public health emergency; or act of God. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that such

causes shall not excuse payments of amounts owed at the time of such occurrence or payment of fees and all other amounts due to Del Taco and its affiliates thereafter. The party whose performance is affected by any of such causes shall give prompt written notice of the circumstances of such event to the other party, but in no event more than five (5) days after the commencement of such event. The notice shall describe the nature of the event and an estimate as to its duration.

22. Immunity for Certain Limited Disclosures.

Notwithstanding anything in this Agreement to the contrary, Franchisee and its affiliates may, in accordance with any applicable law, including the federal Defend Trade Secrets Act, disclose Confidential Information, including Del Taco's trade secrets, (a) in confidence, to federal, state, or local government officials, or to an attorney of Franchisee, for the sole purpose of reporting or investigating a suspected violation of law; or (b) in a document filed in a lawsuit or other legal proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with any applicable law or create liability for disclosures expressly allowed by law.

23. Entire Agreement and Amendment.

This Agreement and the exhibits referred to in this Agreement constitute the entire, full, and complete Agreement between Del Taco and Franchisee concerning the Agreement's subject matter, and supersede any and all prior or contemporaneous negotiations, discussions, understandings and agreements. There are no other oral or written understandings or agreements between Del Taco and Franchisee relating to the subject matter of this Agreement. Nothing in this Franchise Agreement is intended to disclaim any representations made by Del Taco in the Franchise Disclosure Document that Del Taco furnished to Franchisee, if any. Except for those permitted to be made unilaterally by Del Taco hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The System and Manuals are subject to change by Del Taco at any time, at Del Taco's option.

24. Severability; Enforcement of Covenants; Construction.

24.1 Severability. If any of the provisions of this Agreement may be construed in more than one way, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning which renders it valid and enforceable. The language of all provisions of this Agreement shall be construed according to its fair meaning and not strictly against any party. In the event any court or other government authority shall determine that any provision in this Agreement is not enforceable as written, the parties agree that the provision shall be amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect. If any provision in this Agreement is held invalid or otherwise unenforceable by any court or other government authority or in any other proceeding, such findings shall not invalidate the remainder of the agreement.

24.2 Enforceability of Covenants. Franchisee agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unenforceable in a final decision to which Del Taco and Franchisee are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

24.3 Construction. All captions and headings in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision. Each pronoun used in this Agreement shall include the other numbers and genders, as appropriate. The words "**include**" and "**including**" will be construed to include the words "**without limitation**."

25. Joint and Several Obligation.

If Franchisee consists of more than one person or entity, each person and entity shall have joint and several liability for Franchisee's obligations under this Agreement.

26. Incorporation of Exhibits.

All exhibits referred to in this Agreement constitute an integral part of this Agreement.

27. Counterparts.

This Agreement may be executed in any number of counterparts each of which when so executed will be an original, but all of which together will constitute one (1) and the same instrument.

28. Survival of Provisions.

All provisions of this Agreement which, by their terms or intent, are designed to survive the expiration or termination of this Agreement, shall so survive the expiration and/or termination of this Agreement.

29. Representations, Warranties and Acknowledgments.

29.1 Franchisee represents, warrants and acknowledges to Del Taco as follows:

29.1.1 Modification of Offers. Franchisee understands that present and future franchisees of Del Taco may operate under different forms of agreements and, consequently, the obligations and rights of the parties to those agreements may differ materially from the obligations and rights contained in this Agreement. Franchisee also acknowledges and agrees that Del Taco may modify the offer of Del Taco franchises to other franchisees in any manner and at any time, which offers and agreements have or may have terms, conditions, and obligations that may differ from the terms, conditions, and obligations in this Agreement.

29.1.2 Development Agreement Terms. Franchisee understands that a franchisee who is a party to a Del Taco Development Agreement may enjoy significantly more favorable terms and conditions under its Del Taco Franchise Agreement than the terms and conditions contained in this Agreement.

29.1.3 No Other Obligations. Each party represents and warrants to the others that his/her/its execution of this Agreement and all exhibits and addenda hereto do not violate or breach any other agreement, contract or covenant to which such party is bound, and further represents and warrants to the other parties that there are no other agreements, court orders, or any other legal obligations that would preclude or in any manner restrict such party from: (a) negotiating and entering into this Agreement; (b) exercising its rights under this Agreement; and/or (c) fulfilling its responsibilities under this Agreement.

29.1.4 Restaurant Location. Franchisee acknowledges having sole and complete responsibility for the choice of the location of the Restaurant; and that Del Taco has not (and shall not be deemed to have, even by Del Taco's approval of the location) given any representation, promise, or guarantee of Franchisee's success at the location.

29.1.5 Compliance with Anti-Terrorism Laws and Other Laws. Franchisee and its owners represent and warrant to Del Taco that: (a) neither Franchisee nor any of its owners have made any untrue statement of any material fact nor omitted to state any material fact in Franchisee and their franchise application and other documents and information submitted to Del Taco, or in obtaining the rights granted herein; (b) neither Franchisee nor any of its owners have any direct or indirect legal or beneficial interest in any business that may be deemed a Competitive Business, except as otherwise completely and accurately disclosed in Franchisee's franchise application materials; (c) Franchisee and its owners have a legal right to own and operate the Restaurant, and the owner or officer that executes this Franchise Agreement on Franchisee's behalf has all legal right an authority to execute on Franchisee's behalf and to legally and contractually bind Franchisee; and (d) neither Franchisee nor its owners (i) have been designated as suspected terrorists under U.S. Executive Order 13244; (ii) is identified, either by name or an alias, pseudonym or nickname, on the lists of "**Specially Designated Nationals**" or "**Blocked Persons**" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (texts currently available at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx /); (iii) have not violated and will not violate any law (in effect now or which may become effective in the future) prohibiting corrupt business practices, money laundering or the aid or support of persons who conspire to commit acts of terror against any person or government, including acts prohibited by the U.S. Patriot Act (text currently available at http://www.epic.org/privacy/terrorism/hr3162.html), U.S. Executive Order 13244 (text currently available at http://www.treas.gov/offices/enforcement/ofac/sanctions/terrorism.html), the Foreign Corrupt Practices Act, or any similar law.

30. Business Judgment.

Franchisee understands and agrees that Del Taco may operate and change the System in any manner that is not expressly and specifically prohibited by this Agreement. Whenever Del Taco has expressly reserved in this Agreement or is deemed to have a right and/or discretion to take or withhold an action, or to grant or decline to grant Franchisee a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, Del Taco may make such decision or exercise its right and/or discretion on the basis of Del Taco's sole judgment of what is in Del Taco's best interest of Del Taco and the System and brand overall, including Del Taco, its affiliates, and the franchise network, at the time Del Taco's decision is made or Del Taco's right or discretion is exercised, without regard to whether: (1) other reasonable alternative decisions or actions, or even arguably preferable alternative decisions or actions, could have been made by Del Taco; (2) Del Taco's decision or the action taken promotes Del Taco's financial or other individual interest; (3) Del Taco's decision or the action it takes applies differently to Franchisee and one or more other franchisees or Del Taco company-owned or affiliate-owned operations; or (4) Del Taco's decision or the exercise of its right or discretion is adverse to Franchisee's interests. If applicable law implies a covenant of good faith and fair dealing in this Agreement, Del Taco and Franchisee agree that such covenant shall not imply any rights or obligations that are inconsistent with the express wording of the terms of this Agreement and that this Agreement grants Del Taco the right to make decisions, take actions and/or refrain from taking actions not inconsistent with Franchisee's rights and obligations hereunder.

[Signature Page Follows]

Executed as of the day and year first set forth above.

FRANCHISOR: **DEL TACO LLC**

By: _____
Jack Tang
Vice President, General Counsel

FRANCHISEE: _____

By: _____

Its: _____

Date: _____

Exhibit A

Identification of Franchisee

1. Name of Franchisee: _____

2. Notice Address of Franchisee: _____
_____
E-Mail: _____
Fax Number: _____

3. Location of Restaurant: _____
_____

4. Protected Area: A circular area within a one-mile radius from the front door of the Restaurant, subject to Section 1.2. of the Franchise Agreement.

5. Date of Opening: _____

6. Expiration Date: _____

Exhibit B

Site Selection Addendum

Del Taco LLC ("**Del Taco**"), a California limited liability company, and the undersigned (the "**Franchisee**") have this ____ day of _____, 2025 (the "**Effective Date**") entered into a Del Taco Franchise Agreement ("**Franchise Agreement**") and desire to supplement its terms as set out below in this Site Selection Addendum (this "**Site Selection Addendum**").

1. **Time to Locate Site**: Within one hundred eighty days (180) days after the Effective Date (the "**Search Period**"), Franchisee shall acquire or lease/sublease, at Franchisee's expense, commercial real estate that is properly zoned for the use of the business to be conducted by Franchisee under the Franchise Agreement (a "**Restaurant**") at a site consented to Del Taco as hereinafter provided. Such location shall be within the following area: _____

_____ (the "**Site Selection Area**"). The Site Selection Area is described solely for the purpose of selecting a site for the Restaurant. Del Taco shall not establish, nor franchise another to establish, a Del Taco Restaurant operating under the System within the Site Selection Area until Del Taco consents to a location for the Restaurant, or until the expiration of the Search Period, whichever event first occurs. If a suitable site has not been identified and consented to by the end of the Search Period, Del Taco may, at its option, extend the Search Period by up to sixty (60) days. Franchisee acknowledges and agrees that Del Taco shall have no responsibility for, or liability to Franchisee for, any site review, analysis, evaluation, or recommended undertaken by or on behalf of any real estate broker or advisor used or retained by Franchisee. Failure by Franchisee to acquire or lease an approved site for the Franchised Business within the Search Period shall constitute a default under Section 13 of the Franchise Agreement and under this Addendum, and Del Taco may terminate the Franchise Agreement and this Addendum, pursuant to the terms of Section 13 of the Franchise Agreement.

2. **Site Evaluation Services**: Del Taco shall furnish to Franchisee suggested site selection criteria, which is currently reflected in advice based on site and demographic factors, and will include Del Taco's minimum standards for a location for the Restaurant. Del Taco will also provide such site selection counseling and assistance as Del Taco may deem advisable. Del Taco shall perform any on-site evaluation as Del Taco may deem advisable in response to Franchisee's requests for site approval; provided, however, that Del Taco shall not be required to provide on-site evaluation for any proposed site. If on-site evaluation is deemed necessary and appropriate by Del Taco (on its own initiative or at Franchisee's request) for any Restaurant to be established, Franchisee shall reimburse Del Taco for all reasonable expenses incurred by Del Taco in connection with such on-site evaluation, including, without limitation, the cost of travel, lodging and meals.

3. **Additional Site Evaluation Services**: Del Taco recommends, but does not require, that Franchisee engage the services of a third-party real estate or site evaluation professional or business, to assist with the analysis and evaluation of a particular site, and/or to utilize competitive sales data from a third-party. Franchisee acknowledges and agrees that any site evaluation model or service is only one tool or factor that may be used to evaluate a potential site, and it is not a predictor of future sales.

4. **Site Selection Package Submission and Approval**: Franchisee shall submit to Del Taco, in the form specified by Del Taco, such site approval forms and data that Del Taco may specify, which may include a copy of the site plan, financial information, and such other information or materials as Del Taco may reasonably require, together with an option contract, letter of intent or other evidence satisfactory to Del Taco which confirms Franchisee's favorable prospects for obtaining the site. Franchisee acknowledges that time is of the essence. Del Taco shall have thirty (30) days after receipt of a complete site selection

package and request for approval and such information and materials as Del Taco may request to approve or disapprove the proposed site in writing as the location for the Restaurant, in Del Taco's sole discretion. In the event Del Taco does not disapprove a proposed site by written notice to Franchisee within said thirty (30) days, such site shall be deemed approved by Del Taco.

5. **Business Impact Analysis**. As a condition of Del Taco's review of a proposed site, Del Taco may require Franchisee to pay for (or reimburse Del Taco for the costs of) a trade area survey analysis if the proposed site is within certain distance of any existing Restaurant as specified in Del Taco's then-current business impact policy. Depending on the results of any such trade area survey analysis, Del Taco may (a) reject a proposed site, or (b) as a condition for Del Taco's approval of the proposed site, (i) require Franchisee to make a business impact payment to any affected franchisee(s) in accordance with Del Taco's then-current business impact policy, or (ii) notwithstanding any prior agreement to the contrary, reduce or withhold any development incentives to offset projected impacts upon any existing company-owned Restaurants in accordance with the then-current business impact policy.

6. **Lease Responsibilities**: Within sixty (60) days after site approval by Del Taco, Franchisee shall execute a lease which shall be coterminous with the Franchise Agreement, or a binding agreement to purchase the site. Del Taco's approval of any lease is conditioned upon inclusion in the lease of the Addendum to Lease attached to the Franchise Agreement as Exhibit G. However, Del Taco shall not be responsible for review of the Lease for any terms other than those contained in the Addendum to Lease.

7. **Approved Location**: After the location for the Restaurant is consented to by Del Taco pursuant to Section 4 hereof and leased or acquired by Franchisee pursuant to Section 5 hereof, the location shall constitute the approved location described in Section 1.1 of the Franchise Agreement. The Location shall be specified on Exhibit A to the Franchise Agreement and shall become a part the Franchise Agreement. The Protected Area, as defined under Section 1.2 of the Franchise Agreement, shall be the geographic area thereafter described in Exhibit A to the Franchise Agreement, and shall become a part of the Franchise Agreement. Franchisee hereby acknowledges and agrees that consent by Del Taco of a site does not constitute an assurance, representation, or warranty of any kind, express or implied, as to the suitability of the site for the Restaurant or for any other purpose. Consent by Del Taco of the site indicates only that Del Taco believes the site complies with acceptable minimum criteria established by Del Taco solely for its purposes as of the time of the evaluation. Both Franchisee and Del Taco acknowledge that application of criteria that have been effective with respect to other sites and premises may not be predictive of potential for all sites and that, subsequent to approval by Del Taco of a site and demographic factors, such as competition from other similar businesses, included in or excluded from criteria used by Del Taco could change, thereby altering the potential of a site. Such factors are unpredictable and are beyond the control of Del Taco. Del Taco shall not be responsible for the failure of a site approved by Del Taco to meet Franchisee's expectations as to revenue or operational criteria. Franchisee further acknowledges and agrees that its acceptance of a franchise for the operation of the Restaurant at the site is based on its own independent investigation of the suitability of the site.

8. **Entire Agreement**: This Addendum shall be considered an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Franchise Agreement. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

[Signature Page Follows]

Executed as of the day and year first set forth above.

FRANCHISOR: **DEL TACO LLC**

By: _____
Jack Tang
Vice President, General Counsel

FRANCHISEE: _____

By: _____

Its: _____

Date: _____

Exhibit C

Authorization Agreement for Prearranged Payments
(Direct Debits)

The undersigned depositor ("Depositor") hereby authorizes Del Taco LLC ("Del Taco") to initiate debit entries and/or credit correction entries to the Depositor's checking and/or savings account(s) indicated below and the depository ("Depository") to debit such account pursuant to Del Taco's instructions.

_____ _____
Depository Branch

_____
Street Address, City, State, Zip Code

_____ _____
Bank Transit/ABA Number Account Number

This authority is to remain in full force and effect until Depository has received joint written notification from Del Taco and Depositor of the Depositor's termination of such authority in such time and in such manner as to afford Depository a reasonable opportunity to act on it. Notwithstanding the foregoing, Depository shall provide Del Taco and Depositor with 30 days' prior written notice of the termination of this authority. If an erroneous debit entry is initiated to Depositor's account, Depositor shall have the right to have the amount of such entry credited to such account by Depository, if within 15 calendar days following the date on which Depository sent to Depositor a statement of account or a written notice pertaining to such entry or 45 days after posting, whichever occurs first, Depositor shall have sent to Depository a written notice identifying such entry, stating that such entry was in error and requesting Depository to credit the amount thereof to such account. These rights are in addition to any rights Depositor may have under federal and state banking laws.

_____
Depositor

By: _____

Title: _____

Date: _____

Exhibit D

Statement of Ownership Interests

The following is a list of all of Franchisee's owners, the percentage of their ownership interest and a description of the nature of their ownership interest:

Individual/Entity Name	Title of Position with Franchisee Entity	Percentage of Ownership/Nature of Interest*

* Must equal 100%.

Exhibit E

Guarantee, Indemnification, and Acknowledgment

As an inducement to Del Taco, LLC ("Del Taco" or "Franchisor") to execute the Del Taco Franchise Agreement between Del Taco and _____ ("Franchisee"), dated _____, 2025 (the "Agreement"), the undersigned jointly and severally, hereby unconditionally guarantee to Del Taco and its successors and assigns that all of Franchisee's monetary and other obligations under the Agreement will be punctually paid and performed.

Upon demand by Del Taco, the undersigned each hereby jointly and severally agree to immediately make each payment required of Franchisee under the Agreement and waive any right to require Del Taco to: (a) proceed against Franchisee for any payment required under the Agreement; (b) proceed against or exhaust any security from Franchisee; (c) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee; or (d) give notice of demand for payment by Franchisee. Without affecting the obligations of the undersigned under this Guarantee, Del Taco may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee, and the undersigned each hereby jointly and severally waive notice of same and agree to remain and be bound by any and all such amendments and changes to the Agreement.

The undersigned each hereby jointly and severally agree to defend, indemnify and hold Del Taco harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney's fees, reasonable costs of financial and other investigation, court costs, and fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Agreement, any amendment thereto, or any other agreement executed by Franchisee referred to therein.

The undersigned each hereby jointly and severally acknowledge and expressly agree to be individually bound by all of the covenants contained in Sections 8, 9, and 10 of the Agreement, and acknowledge and agree that this Guarantee does not grant the undersigned any right to use the "Del Taco" Marks or System licensed to Franchisee under the Agreement.

This Guarantee shall terminate upon the termination or expiration of the Agreement, except that all obligations and liabilities of the undersigned which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of the Agreement shall remain in force according to their terms. Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect.

If Del Taco is required to enforce this Guarantee in a judicial or arbitration proceeding, and prevails in such proceeding, Del Taco shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators', and expert witness fees, costs, and expenses, costs of investigation and proof of facts, court costs, other litigation expenses, travel and living expenses, and interest, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If Del Taco is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guarantee, the undersigned shall reimburse Del Taco for any of the above-listed costs and expenses Del Taco incurs.

Subject to the obligations and provisions below, each of the undersigned agrees that all actions arising under this Guarantee or the Agreement, or otherwise as a result of the relationship between Del Taco and the undersigned, shall be governed by the provisions of Section 17 of the Agreement, and must be commenced in the state or federal court of general jurisdiction in California and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the undersigned agrees that Del Taco may enforce this Guarantee and any orders and awards in the courts of the state or states in which he or she is domiciled.

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Agreement and shall be interpreted and construed in accordance with Section 17 of the Agreement. This Guarantee shall be interpreted and construed under the laws of the State of California. In the event of any conflict of law, the laws of the State of California shall prevail (without regard to, and without giving effect to, the application of California conflict of law rules).

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Agreement.

GUARANTOR(S)

(Seal) Signed:_____
(In his/her individual capacity)

Name:_____

Address:_____

_____

(Seal) Signed:_____
(In his/her individual capacity)

Name:_____

Address:_____

_____

(Seal) Signed:_____
(In his/her individual capacity)

Name:_____

Address:_____

_____

Exhibit F

Non-Disclosure and Non-Competition Agreement

THIS NON-DISCLOSURE AND NON-COMPETITION AGREEMENT ("**Agreement**") is made this ___ day of _____, 2025, by and between _____ (the "Franchisee"), and _____, who is an owner, manager, supervisor, member, partner, or a person in a managerial position with, Franchisee (the "Obligee").

BACKGROUND:

A. Del Taco, as the result of the expenditure of significant time, skill, effort and money, has developed a distinctive and proprietary system (the "**Del Taco System**" or "**System**") for establishing and operating restaurant businesses, which specialize in the sale of Mexican-American foods such as tacos and burritos, along with burgers, shakes and desserts, French fries, breakfast items, soft drinks, and such additional or alternate menu and other items as Del Taco may designate from time to time for on-premises and off-premises consumption ("**Menu Items**");

B. Del Taco and Franchisee have executed a Franchise Agreement ("Franchise Agreement") granting Franchisee the right to operate one (1) Del Taco restaurant (the "Restaurant") and to produce and distribute products and services approved by Del Taco and use the Proprietary Marks in connection therewith under the terms and conditions of the Franchise Agreement;

C. The Member, by virtue of his or her position with Franchisee, will gain access to certain of Del Taco's Confidential Information, as defined herein, and must therefore be bound by the same confidentiality and non-competition agreement that Franchisee is bound by.

IN CONSIDERATION of these premises, the conditions stated herein, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Confidential Information. Obligee shall not, during the term of the Franchise Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, entity, association, or corporation any confidential information, trade secrets, knowledge, or know how concerning the methods of operation of the Restaurant which may be communicated to Obligee or of which Obligee may be apprised by virtue of Franchisee's operation under the terms of this Agreement. Any and all information, knowledge, know how, and techniques which Del Taco designates as confidential shall be deemed confidential for purposes of this Agreement, except information which Obligee can demonstrate came to its attention prior to disclosure thereof by Del Taco; or which, at or after the time of disclosure by Del Taco to Franchisee, had become or later becomes a part of the public domain, through publication or communication by others. Notwithstanding any other provision of this Agreement, there may be certain, limited circumstances where applicable law allows for the disclosure of certain trade secrets, as specified in the Manuals.

2. Covenants Not to Compete.

(a) Obligee specifically acknowledges that, pursuant to the Franchise Agreement, and by virtue of its position with Franchisee, Obligee will receive valuable specialized training and confidential information, including information regarding the operational, sales, promotional, and marketing methods and techniques of Del Taco and the System.

(b) Obligee covenants and agrees that during the term of Obligee's employment with, or ownership interest in, Franchisee, and except as otherwise approved in writing by Del Taco, Obligee shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, person, partnership, corporation, or entity:

(i) Divert or attempt to divert any business or customer of the Restaurant or of any Restaurant using the System to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with Del Taco's Proprietary Marks and the System; or

(ii) Own, maintain, operate, engage in, be employed by, or have any interest in any business that it offers one or more Mexican or similar style menu items, and is operated in a quick service, fast food, or fast casual format ("**Competitive Business**").

(c) Obligee covenants and agrees that during the Post-Term Period (defined below), except as otherwise approved in writing by Del Taco, Obligee shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, or entity, own, maintain, operate, engage in, or have any interest in any Competitive Business which is, or is intended to be, located: (a) within the Protected Area of the Restaurant or (b) within two (2) miles of any other Del Taco restaurant owned and/or operated or then under construction by Del Taco or any other franchisee or licensee of Del Taco as of the time that the obligations under this Section commence.

(d) As used in this Agreement, the term "Post-Term Period" shall mean a continuous uninterrupted period of two (2) years from the date of: (a) a transfer permitted under Section 12.3 of the Franchise Agreement with respect to Obligee; and/or (b) termination of Obligee's employment with, and/or ownership interest in, Franchisee.

3. Injunctive Relief. Obligee acknowledges that any failure to comply with the requirements of this Agreement will cause Del Taco irreparable injury, and Obligee agrees to pay all court costs and reasonable attorney's fees incurred by Del Taco in obtaining specific performance of, or an injunction against violation of, the requirements of this Agreement.

4. Severability. All agreements and covenants contained herein are severable. If any of them, or any part or parts of them, shall be held invalid by any court of competent jurisdiction for any reason, then the Obligee agrees that the court shall have the authority to reform and modify that provision in order that the restriction shall be the maximum necessary to protect Del Taco's and/or Franchisee's legitimate business needs as permitted by applicable law and public policy. In so doing, the Obligee agrees that the court shall impose the provision with retroactive effect as close as possible to the provision held to be invalid.

5. Delay. No delay or failure by Del Taco or the Franchisee to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right provided herein, and no waiver of any violation of any terms and provisions of this Agreement shall be construed as a waiver of any succeeding violation of the same or any other provision of this Agreement.

6. Jurisdiction, Venue and Choice of Law. This agreement shall be interpreted and construed in accordance with Section 17 of the Franchise Agreement. In the event of any conflict of law, the laws of the State of California shall prevail (without regard to, and without giving effect to, the application of California conflict of law rules).

7. Third-Party Beneficiary. Obligee hereby acknowledges and agrees that Del Taco is an intended third-party beneficiary of this Agreement with the right to enforce it, independently or jointly with Franchisee.

IN WITNESS WHEREOF, the Franchisee and the Obligee attest that each has read and understands the terms of this Agreement, and voluntarily signed this Agreement on this ____ day of _____ _____, 2025.

FRANCHISEE	**OBLIGEE**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Exhibit G

ADDENDUM TO LEASE

This Addendum to Lease ("Addendum") is dated _____ and is entered into by and between _____ ("Landlord") and _____ ("Tenant").

WHEREAS Landlord and Tenant have entered into a Lease dated _____ (the "Lease"), for Tenant's operation of a Del Taco Restaurant ("Restaurant") at _____.

WHEREAS Tenant has requested and Landlord has agreed to incorporate certain provisions into the Lease required by Tenant's franchisor, Del Taco LLC, a California limited liability company ("Franchisor").

NOW, THEREFORE, notwithstanding anything to the contrary contained in the Lease, for valuable consideration, the Landlord and Tenant agree as follows:

1. In the event of Tenant's default under the Lease for which Landlord is obligated to give Tenant written notice, at the same time that Landlord sends notice to Tenant, Landlord shall send notice to Franchisor at the following address:

   Del Taco LLC
   25521 Commercentre Drive, Suite 150
   Lake Forest, California 92630
   Attn: Jack Tang, General Counsel

2. In the event of Tenant's default under the Lease, and within thirty (30) days of its receipt of written notice thereof, Franchisor shall have the right, but not the obligation, to cure Tenant's default, to assume Tenant's position under the Lease, to take over the operation of the Restaurant, and/or to assign its rights under the Lease to an approved franchisee of Franchisor in which event Franchisor will be relieved from any further liability.

3. The use of the real property shall be restricted to a Del Taco Restaurant, during the term of the Franchise Agreement.

4. Landlord consents to Tenant's use in the Restaurant and on the premises of the signage, interior and exterior design, including graphics, logos and all other decorative features as may be required by Franchisor (collectively the "Proprietary Marks"), provided that said Proprietary Marks meet all current governmental agency requirements.

5. All furniture, fixtures and equipment installed by Tenant in the Demised Premises shall at all times be and remain personal property, regardless of the method in which the same is affixed to the Demised Premises, and shall remain the personal property of Tenant and/or the equipment-lessor or conditional landlord of such furniture, fixtures and equipment, as the case may be. Landlord specifically agrees that Landlord's rights and the rights of any holder of any present or future encumbrance on the Demised Premises, if any, in any such furniture, fixtures and equipment shall at all times be subject and subordinate to the rights of Tenant and any equipment-lessor or equipment-landlord of such furniture, fixtures, and equipment, or other person or entity who acquires a security interest in the same as a result of a financial transaction with Tenant. Landlord shall, upon request of Tenant, promptly furnish a Landlord's Waiver and/or Mortgagee's Waiver or similar document as may be reasonably required by an equipment-landlord and approved by Franchisor, equipment-lessor or other person or entity in connection with Tenant's acquisition or financing respecting such personal property, equipment, furniture and fixtures.

6. Tenant shall have the unrestricted right to assign the Lease to Franchisor or its designee during the term of the Lease.

7. Upon the expiration of every ten (10) year period following the opening of the Restaurant for business, Tenant shall have the right, subject to Landlord's prior written consent not to be unreasonably withheld, to remodel the Restaurant to bring the Restaurant up to the then current standards of Franchisor as required under the Franchise Agreement, provided that said remodeling meets all current governmental agency requirements.

8. Within thirty (30) days of expiration or early termination of the Lease, should the Tenant fail to do so, Franchisor shall have the right but not the obligation to enter upon the premises and make such changes to the Restaurant building as are necessary to protect its Proprietary Marks, including, if determined necessary by Franchisor, the right to remodel the Restaurant building to such an extent that it is no longer confusingly similar in color or design to any then-existing Del Taco restaurant.

9. Landlord, its affiliates, its successors or assigns agree, during the term of this Lease and any extension thereof, to hold any land now or hereafter owned or controlled by Landlord within a radius of one (1) mile of the Demised Premises subject to the following restrictions for the benefit of Tenant: No part of such land shall be sold, leased or used for a Mexican quick service restaurant which competes with Tenant including, but not limited to, Taco Bell, Green Burrito, El Pollo Loco, etc. Such restrictions shall be included in and recorded with the Memorandum of Lease.

10. The term of the lease will provide for a minimum term of 20 years with four options to renew for an additional five (5) years each.

11. The Lease is contingent upon Franchisor's written approval of the site.

12. Landlord consents to the operation of the Restaurant on a 24-hour basis.

The provisions of this Addendum shall not be modified or terminated without the prior written consent of Franchisor.

[Signature Page Follows]

IN WITNESS THEREOF, Landlord and Tenant have executed this Addendum.

Landlord	**Tenant**
By:_____	By:_____
Its:_____	Its:_____
Date:_____	Date:_____

EXHIBIT E-1

DEVELOPMENT INCENTIVE PROGRAM
ADDENDUM TO FRANCHISE AGREEMENT

DEVELOPMENT INCENTIVE PROGRAM
ADDENDUM TO FRANCHISE AGREEMENT

Del Taco LLC ("Del Taco") and _____ (the "Franchisee") hereby enter into this Addendum to that certain Franchise Agreement dated _____, 20__, by and between Del Taco and the Franchisee (the "Franchise Agreement").

W I T N E S S E T H:

Whereas, Del Taco and the Franchisee have entered into a Development Agreement for the development of at least 5 or more Del Taco Restaurants (the "Restaurant(s)"); and

Whereas, Del Taco and the Franchisee wish to modify certain provisions of the Franchise Agreement as set forth below;

Now, therefore, in consideration of the covenants and agreements set forth in the Franchise Agreement and this Addendum, the parties hereby agree as follows:

Development Incentive Program. For so long as Franchisee and its affiliates are fully compliant with the terms of the Development Agreement, Franchise Agreement and any other agreements entered into with Del Taco and its affiliates, the following provision shall apply to the first two Restaurants opened under the Development Agreement:

> The Royalty Fee (which is currently 5% of Net Sales) will be reduced to: (i) 1% of Net Sales for the first year of a Restaurant's operations; (ii) 2% of Net Sales for the second year of a Restaurant's operations; (iii) 3% of Net Sales for the third year of a Restaurant's operations; (iv) 4% of Net Sales for the fourth year of a Restaurant's operations; and (v) 5% of Net Sales for all subsequent years.
>
> In addition, for so long as Franchisee and its affiliates are fully compliant with the terms of the Development Agreement, Franchise Agreement and any other agreements entered into with Del Taco and its affiliates, the following provision shall apply to each Restaurant opened pursuant to the Development Agreement:

Adherence to Development Schedule. The Franchisee must develop each Restaurant according to the development schedule of the Development Agreement to qualify for the development incentives described in this Addendum. In the event the Franchisee breaches the Development Agreement or Franchise Agreement, in addition to the other rights and remedies available to Del Taco under the Development Agreement and Franchise Agreement, Franchisee shall immediately pay to Del Taco the amount of any reduction in the Initial Franchise Fees or Royalty Fees.

Transferability. The Franchisee shall not have any rights to transfer this Addendum or the rights granted to the Franchisee by it.

No Other Modifications. Except as specifically set forth in this Addendum, the terms of the Franchise Agreement shall remain unchanged and in full force and effect.

Executed and delivered as of the date of the Franchise Agreement.

Del Taco: **Del Taco LLC**

By:_____
Jack Tang, Vice President, General Counsel

Franchisee: _____

By:_____

Its:_____

Date:_____

EXHIBIT F

STATE SPECIFIC ADDENDA

CALIFORNIA

1. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Disclosure Document.

2. Neither the franchisor, nor any person or franchise broker identified in Item 2 of this Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling the person from membership in the association or exchange.

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

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

5. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

6. Any interest rate charged to a California franchisee shall comply with the California Constitution. The interest rate shall not exceed either (a) 10% annually or (b) 5% annually plus the prevailing interest rate charged to banks by the Federal Reserve Bank of San Francisco, whichever is higher.

7. For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

8. Under California law, an agreement between a seller and a buyer regarding the price at which the buyer can resell a product (known as vertical price-fixing or resale price maintenance) is illegal. Therefore, requirements on franchisees to sell goods or services at specific prices set by the franchisor may be unenforceable."

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

10. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professional Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a Franchise Agreement restricting venue to a forum outside the state of California.

11. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

12. You must sign a general release of claims if you renew or transfer your franchise. California corporations code §31512 voids a waiver of your rights under the franchise investment law (California corporations code §§31000 through 31516). Business and professions code §20010

voids a waiver of your rights under the franchise relations act (business and professions code §§20000 through 20043).

13. Item 19 of the Disclosure Document is supplemented by the following language:

The earnings claims figure does not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information.

14. No disclaimer, questionnaire, clause, or statement signed by a franchisee or prospective franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

15. OUR WEBSITE, www.deltaco.com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

16. 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.

17. The California Department of Financial Protection and Innovation has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

{See the last page of this Exhibit F for your Signature.}

DISCLOSURES REQUIRED BY MICHIGAN LAW

To the extent the Michigan Franchise Investment Law, Mich. Comp. Laws §§445.1501 – 445.1546 applies, the terms of this Addendum apply.

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

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

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

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

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

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

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

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

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

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

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

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

If the franchisee has any questions regarding this notice, those questions should be directed to the Michigan Department of Attorney General, Consumer Protection Division, Attn.: Franchise, 670 G. Mennen Williams Building, Lansing, Michigan 48913, telephone: (517) 373-7117.

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, DEVELOPMENT AGREEMENT AND RELATED AGREEMENTS

Franchise Agreement, Development Agreement, and Related Agreements:

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the Development Agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the Development Agreement or related agreements concerning your relationship with the franchisor. Development agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** 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 Development Agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the Development Agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the Development Agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the Development Agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in Development Agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the

Development Agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the Development Agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the Development Agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the Development Agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the Development Agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** 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 provision contained in the Development Agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** 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 Development Agreement or elsewhere are void and unenforceable in Washington.

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

17. **Prohibitions on Communicating with Regulators.** Any provision in the Development Agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. **Fee Deferral.** The Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all initial training that it is entitled to under the Franchise Agreement and Development Agreement or Disclosure Document, and (b) is open for business.

{See the last page of this Exhibit F for your Signature.}

If any one of the preceding State Specific Addenda ("Addenda") is checked as an "Applicable Addenda" below or if the jurisdictional requirements for application of one of the following State's franchise sales law is independently satisfied, then that Addenda will be incorporated into the Disclosure Document and/or, if applicable as indicated in such Addenda, the Franchise Agreement, Development Agreement, and any other specified agreement(s) entered into by us and the undersigned Franchisee. To the extent any terms of an Applicable Addenda conflict with the terms of the Disclosure Document or, as applicable, Franchise Agreement, Development Agreement, or other specified agreement(s), the terms of the Applicable Addenda will supersede the terms of the Disclosure Document or, as applicable, Franchise Agreement, Development Agreement, or other specified agreement(s).

□ California	□ Michigan
□ _____	□ Washington

FRANCHISOR:

DEL TACO, LLC

By: _____
Title: Authorized Signatory

FRANCHISEE:

_____

By: _____

Title: _____

By: _____

Title: _____

EXHIBIT G

HARDWARE AND SOFTWARE LICENSE AND SUPPORT AGREEMENT

HARDWARE AND SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Hardware and Software License and Support Agreement ("Agreement") is made as of the ___ day of _____, 20_, by and between Del Taco LLC, a California limited liability company having its principal place of business at 25521 Commercentre Drive, Suite, 150, Lake Forest, California 92630 ("Del Taco"), and _____ having his (its) principal place of business at _____ ("Licensee").

RECITALS

Del Taco operates franchises and licenses Del Taco Restaurants that feature Mexican-American and American dishes. Del Taco and Licensee have entered into or propose to enter into one or more Franchise Agreements (each a Franchise Agreement" and, collectively, the "Franchise Agreements").

As a result of the expenditure of time, skill, effort and money, Del Taco has developed, and owns all rights to, the Software (as defined below) and associated Documentation (as defined below) (collectively, the "Software and Documentation") for use in Restaurants operated by Del Taco and its franchisees.

Del Taco requires that Licensee utilize the Software and Documentation in each of the designated franchised Del Taco Restaurants (the "Licensed Restaurants") listed on appendices to this Agreement. Del Taco must grant its consent for additional Restaurants to be added to this License Agreement by additional appendices. Each additional Restaurant shall be designated by a letter that is successive to the previous appendix and dated as of the date that Del Taco grants its approval ("Approval Date").

If Licensee is not able to schedule a qualified third party technician approved by Del Taco ("Approved Vendor"), Del Taco shall provide to Licensee certain technical support services, as determined by Del Taco, in its sole discretion, for the Software and Licensee's Covered Equipment (as defined below), on the terms and conditions set forth in this Agreement. Licensee shall make the Restaurant available to a Del Taco technician for the times requested by the technician, which will include the opening day of the Restaurant. The amount of time required by the technician to prepare the Restaurant for opening shall be determined by the technician in his or her sole discretion

NOW THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

DEFINED TERMS

"Billable Services" means any Support Service, other than Covered Services, performed by Del Taco, or an Approved Vendor, at the times determined by Del Taco, in its sole discretion, or the Approved Vendor, which will include, but not be limited to, the period of time deemed necessary by Del Taco or the Approved Vendor to provide Support Services to implement the Software and Licensee's Covered Equipment for the preparation of the store opening, or conversion, to Covered Equipment.

"Confidential Information" means the Software and Documentation, and the terms and conditions of this Agreement, which each are confidential and proprietary to Del Taco.

"Covered Equipment" means the equipment described on the appendices to this Agreement approved for purchase by Del Taco and located in the Licensed Restaurants. The parties may add additional equipment to the Covered Equipment from time to time by adding additional appendices to include the additional equipment (with Del Taco's consent).

"Covered Services" means 24-hour telephonic Help Desk support for the Software and the Covered Equipment, which is available 365 days a year.

"Designated Contact" means Licensee's managerial employee at each Licensed Restaurant that is identified on the appendices who will be trained in the use of the Software and who will serve as Del Taco's point of contact with respect to the Support Services.

"Documentation" means the proprietary and confidential manuals and other documentation (if any) for the Software.

"Effective Date" means the date that Del Taco or the Approved Vendor completes the installation of the Software at all of the Licensed Restaurants.

"License" means a non-exclusive, non-transferable license to use a single copy of the object code version of the Software and the Documentation solely for Licensee's internal business purposes and only at one personal computer in each Licensed Restaurant.

"License Fee" means that one-time fee payable to Del Taco for use of the Software and Documentation for each Licensed Restaurant**.**

"Releases" means any and all updates to the Software that incorporate changes to the Software that: **(i)** improve the operating performance but do not alter the basic function of the Software; or **(ii)** incorporate fixes or bypasses for errors; and **(iii)** Del Taco offers generally to other users of the Software.

"Software" means Del Taco's proprietary ULTRABOS software system, which is designed for use in the Licensed Restaurants and all Releases and Upgrades of any kind, if any, in machine-readable, object code form, as well as all computer programs, if any, subsequently delivered to Licensee in machine-readable, object code form for maintenance of the ULTRABOS software system. The Software is designed to be used in labor scheduling, calculating ideal food costs, and maintaining inventory and sales records.

"Support Services" means Covered Services provided by Del Taco, and Billable Services, which may be performed by Del Taco with respect to the Software or by Del Taco or an Approved Vendor, with respect to the Covered Equipment.

"Support Services Fee" means that monthly fee payable to Del Taco for the Covered Services available for each Licensed Restaurant. The Support Services Fee shall be paid by Licensee in advance on the first day of each calendar month or as Del Taco may specify in writing.

"Upgrades" means all improvements to the Software that add to, or alter, the basic functions of the Software and that Del Taco offers or requires generally to other users of the Software.

LICENSE AND TERM

License. Pursuant to the terms of this Agreement, Del Taco hereby grants to Licensee a License to use the Software and Documentation during the term of this Agreement at one personal computer in each

of the Licensed Restaurants at which Licensee remains a franchisee in good standing. Each License granted under this Agreement is solely for the use of the Software and Documentation at one Licensed Restaurant by no more than one individual user at a time. Unless Del Taco agrees otherwise in writing, the Software may not be used on a network. The License for each Licensed Restaurant shall be considered a separate License under this Agreement. Del Taco will provide one copy of the Documentation to Licensee's Designated Contact for each Licensed Restaurant.

Term. The term of this Agreement shall begin on the Effective Date and shall expire upon the expiration date of the Franchise Agreement (i.e. (a) the expiration of the initial term of the Franchise Agreement, in the event Licensee does not renew its right to operate the Licensed Restaurant pursuant to Section 2.2 of the Franchise Agreement, or (b) the expiration of such renewal term, in the event Licensee renews its right to operate the Licensed Restaurant pursuant to Section 2.2 of the Franchise Agreement), unless terminated sooner pursuant to Article 12 of this Agreement, or pursuant to the terms of the Franchise Agreement.

USE LIMITATIONS

Limitations on Use. The "use" that Del Taco licenses to Licensee under this Agreement means the initial installation of the Software and operation of the Software in accordance with procedures outlined in the Documentation. Licensee may make one back-up copy of the Software for archival or backup purposes only provided that all titles, trademarks, copyright, proprietary and restricted rights notices shall be reproduced in any such copy and any such copy shall be subject to the terms of this Agreement. Licensee shall not otherwise copy, de-compile, reformat, duplicate or disassemble all or any portion of any component of the Software, or otherwise attempt to reproduce the source code thereof or its equivalent. Licensee shall not, under any condition, copy the Documentation without Del Taco's prior written consent. Licensee shall not attempt to circumvent any anti-copy or other security measure adopted by Del Taco.

Distribution. Except as explicitly provided in this Agreement, Licensee shall not: **(i)** make available or distribute all or part of the Software or Documentation to any third party by assignment, sublicense or by any other means; **(ii)** use the Software to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the Software.

Inspection Rights. Del Taco shall have the right to periodically inspect the Licensed Restaurants to verify Licensee's compliance with the terms of this Agreement.

SITE PREPARATION, DEDICATED DATA LINE AND TRAINING

Site Preparation. Licensee shall, at Licensee's sole expense, be responsible for all site preparation necessary for installation and use of the Software, including, but not limited to electrical, air conditioning and cables between printers, the point of sale terminals and the personal computer.

Dedicated Data Line. Licensee shall provide all assistance required by Del Taco to bring Licensee's computer system on-line with the computer system designated by Del Taco and maintained by Del Taco or its affiliates at the earliest possible time. Licensee agrees to procure and install such required dedicated data lines and high speed Internet connections, modems, and other computer-related accessory or peripheral equipment as specified by Del Taco. Licensee's dedicated data lines for each Licensed Restaurant are identified in the appendices.

Training. Del Taco shall provide one half-day of initial training to Licensee's Designated Contact for each Licensed Restaurant. The initial training will be held at Del Taco's corporate headquarters in Lake Forest, California. Del Taco does not charge a tuition fee for this initial training, however, Licensee will

be required to pay all travel, living and other expenses incurred by its employees while attending the training. Del Taco will provide the initial training to additional management employees at Licensee's request. Within 30 days from the date of receipt of an invoice, Licensee shall pay a tuition fee as established by Del Taco from time to time for training any additional personnel. Licensee will be required to pay all travel, living and other expenses incurred by its additional personnel while attending the initial training.

RELEASES, UPGRADES AND ACCESS TO DATA

Release and Upgrades. During the Term of this Agreement, provided that Licensee is not in default of its obligations under this Agreement, any franchise or license agreement that governs any Licensed Restaurant, or any other agreement between Licensee and Del Taco or any of its affiliates, Del Taco shall deliver to Licensee, at no additional cost, any Releases or Upgrades to the Software to the same extent that Del Taco offers such Releases or Upgrades to other users of the Software.

Access to Data. Licensee agrees that Del Taco and/or its designee shall have the free and unfettered right to retrieve any data and other information from Licensee's computers as Del Taco, in its sole discretion, deems appropriate, including electronically polling the daily sales, computer information and other data of the Licensed Restaurants, with the cost of the retrieval to be borne by Del Taco. Licensee shall backup all data on its computer system daily and comply with any and all other operational requirements required by its franchise or license agreements and any manuals that govern the operation of the Licensed Restaurants.

SUPPORT SERVICES

Support Services. Del Taco shall provide Support Services to Licensee, including the Covered Services and any Billable Services required by Del Taco), if Licensee is unable to obtain the services of an Approved Vendor for the Software and the Covered Equipment pursuant to Del Taco's standards, which may change from time to time. Licensee may request Support Services by calling the Del Taco Help Desk at (949) 462-7499.

Covered Equipment. In order to facilitate the Support Services, Licensee agrees to operate the Covered Equipment in accordance with Del Taco's and the manufacturer's instructions.

Billable Services. Del Taco may perform the following types of on-site service: **(i)** computer and software install; **(ii)** computer and software upgrades; and **(iii)** on-site troubleshooting and repairs. Licensee shall pay the Billable Services Fees applicable for any Billable Services performed by Del Taco at a Licensed Restaurant and any costs of travel for a Del Taco representative to arrive at Licensee's Restaurant(s) as further described in Article 7.4.

Additional Services. As part of the Covered Services, Del Taco shall install menu changes and price updates on the Licensee's personal computer on a periodic basis, as reasonably requested by the Licensee. Del Taco shall not provide any Additional Services with respect to alternate concepts or products not a part of the standard Del Taco Restaurant system unless approved in writing by Del Taco.

FEES

License Fee. Within five days after the opening date of each Licensed Restaurant, Licensee shall pay a one-time fee to Del Taco in the amount set forth on Exhibit A for each License to acquire the Software and Documentation for each Licensed Restaurant. If Licensee desires to acquire Licenses for additional Licensed Restaurant(s), the parties shall insert additional appendices to incorporate the additional Licensed

Restaurant(s) and Licensee shall then pay a License Fee to Del Taco for each additional License. Del Taco may, upon 30 days' prior written notice to Licensee, increase the License Fee.

Software Subscription Fee. Del Taco may require that Licensee install and implement software applications such as Software as a Service ("SaaS"). Del Taco may, in its sole discretion, require that Licensee pay the cost of the subscription fee.

Software Maintenance and Support Services Fee. Beginning after the opening date of each Licensed Restaurant, Licensee shall pay per Licensed Restaurant a Software Maintenance Fee for the UltraBOS Back Office Software (if applicable) and a Support Services Fee for the Covered Services as set forth on Exhibit A. Del Taco may, in its sole discretion, increase the Software Maintenance and Support Services Fee effective upon 30 days' prior written notice to Licensee, to the then current fee being charged new Del Taco franchisees.

Billable Services Fees. The applicable rates for Billable Services will be communicated to Licensee prior to commencing services. Del Taco will send periodic invoices to Licensee for the Billable Services Fees, which are due upon receipt.

Travel Charges. Licensee shall pay for travel expenses for Del Taco technicians in connection with Billable Services. Travel expenses include hotel, food, rental car, tolls, parking and other related and necessary out-of-pocket travel expenses. Licensee shall pay all travel charges to Del Taco within 30 days of receipt of invoice.

Shipping. Licensee shall pay Del Taco for any shipping charges incurred in providing any Support Services under this Agreement.

Payment of Fees and Charges.

Simultaneously with the execution of this Agreement, Licensee shall pay the License Fee and the Support Services Fees for the Licensed Restaurants. The appendices identify the License Fees and Support Services Fees due for all the Licensed Restaurants for the initial Service Period. Thereafter, Licensee shall pay the License Fee and the Support Services Fee within 30 days of receipt of invoice, which shall be at least 30 days prior to the beginning of a Service Period. If Licensee adds a Licensed Restaurant to this Agreement, Licensee shall pay the License Fee and Support Services Fee to Del Taco for that Licensed Restaurant, which amount shall be prorated for the number of months remaining in the Service Period, within 30 days of receipt of invoice.

Licensee shall pay all fees and charges incurred under this Agreement to Del Taco (by electronic funds transfer, check, pre-arranged draft, sweep of Licensee's bank account or by any other form that Del Taco designates) within 30 days from the date of receipt of an invoice from Del Taco. Licensee shall perform those acts and sign and deliver those documents as may be necessary to accomplish payment by any method selected by Del Taco. If Licensee fails to make any payment required under this Agreement within 30 days after the date such payment becomes due and payable, Del Taco may, in its sole discretion, **(i)** assess a late fee in an amount equal to the lesser of 1.5% per month or the maximum rate permitted by law on the delinquent amount; and/or **(ii)** terminate this Agreement effective immediately upon receipt of notice of termination.

Tax. Licensee shall be responsible for any applicable sales or use taxes or any value added or similar taxes payable with respect to the licensing of the Software, or arising out of or in connection with this Agreement, other than taxes levied or imposed based upon Del Taco's income. In the event that Del

Taco pays any such taxes on behalf of Licensee, Del Taco shall invoice Licensee for such taxes and Licensee agrees to pay such taxes within 30 days from the date of receipt of the invoice.

CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

Confidential Information. Licensee agrees that it shall not, without Del Taco's prior written consent: **(i)** modify any Confidential Information; **(ii)** reverse engineer, decompile, decrypt, or disassemble the Confidential Information or attempt to do so; **(iii)** transfer, rent, lease, lend or sublicense any Confidential Information to anyone for any purpose; or **(iv)** reveal or disclose any Confidential Information for any purpose to any other person, firm, corporation or other entity, other than Licensee's employees with a need to know such Confidential Information to perform employment responsibilities consistent with Licensee's rights under this Agreement. Licensee shall safeguard and protect the Confidential Information from theft, piracy or unauthorized access in a manner at least consistent with the protections Licensee uses to protect its own most confidential information. Licensee shall inform its employees of their obligations under this Agreement and shall take such steps as may be reasonable in the circumstances, or as may be reasonably requested by Del Taco, to prevent any unauthorized disclosure, copying or use of the Confidential Information.

Unauthorized Disclosure. Licensee shall notify Del Taco immediately upon discovery of any prohibited use or disclosure of the Confidential Information, or any other breach of these confidentiality obligations by Licensee, and shall fully cooperate with Del Taco to help Del Taco regain possession of the Confidential Information and prevent the further prohibited use or disclosure of the Confidential Information.

Intellectual Property Rights. Licensee acknowledges and agrees that the copyright, patent, trade secret, and all other intellectual property rights of whatever nature in the Software and Documentation are and shall remain the property of Del Taco, and nothing in this Agreement should be construed as transferring any aspects of such rights to Licensee or any third party. Intellectual Property Rights include all forms of intellectual property rights and protections, including, without limitation, all right, title and interest in and to all: **(i)** Letters Patent, and all filed, pending or potential applications for Letters Patent, including any reissue, reexamination, division, continuation or continuation in-part applications, throughout the world now or hereafter issued; **(ii)** trade secrets, and all trade secret rights and equivalent rights arising under common law, state law, federal law and laws of foreign countries; **(iii)** mask works, copyrights, other literary property or authors' rights, whether or not protected by copyright or as a mask work, under common law, state law, federal law and laws of foreign countries; and **(iv)** proprietary indicia, trademarks, trade names, symbols, logos and/or brand names under common law, state law, federal law and laws of foreign countries.

Notice of Infringement. Licensee shall promptly notify Del Taco in writing upon its discovery of any unauthorized use or infringement of any of the Intellectual Property Rights. Such notice shall contain the name and address, if known, of the potential or alleged infringer and the location or nature of the alleged infringement. Licensee shall reasonably assist Del Taco, at Del Taco's expense, in the investigation, prosecution or defense of any suit, action or proceeding relating to any of the Intellectual Property Rights, including, without limitation, the prosecution of a potential or alleged infringer, abatement of an infringement or defense of any action, counter suit, or claim made by a potential or alleged infringer.

NO WARRANTY

DEL TACO MAKES NO WARRANTIES RELATING TO THE SOFTWARE AND DOCUMENTATION. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND DEL TACO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE, ANY WARRANTY AS TO THE RELIABILITY, OPERABILITY, FUNCTIONALITY OR USEFULNESS OF THE SOFTWARE AND DOCUMENTATION, ANY WARRANTY THAT LICENSEE'S USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, AND ANY WARRANTY THAT THE RESULTS OBTAINED WILL SATISFY LICENSEE'S REQUIREMENTS.

INDEMNIFICATION

By Del Taco. Subject to Section 10.2, Del Taco will indemnify Licensee against any claim that the Software, furnished and used within the scope of this Agreement, infringes any U.S. copyright or patent, provided that: **(i)** Del Taco is given prompt notice of the claim; **(ii)** Del Taco is given immediate and complete control over the defense and/or settlement of the claim and Licensee fully cooperates with Del Taco in such defense and/or settlement; **(iii)** Licensee does not prejudice in any manner Del Taco's conduct of such claim; and **(iv)** the alleged infringement is not based upon the use of the Software in a manner prohibited under this Agreement, in a manner for which the Software was not designed, or in a manner not in accordance with the Del Taco's specifications.

Altered Version. Del Taco shall have no liability for any claim of infringement based on: **(i)** the use of a superseded or altered version of the Software if infringement would have been avoided by the use of a current or unaltered version of the Software, which Del Taco made available to Licensee; or **(ii)** the combination, operation or use of the Software with software, hardware or other materials not furnished or approved for use with the Software by Del Taco.

Injunction. If a final injunction is obtained against the use of any part of the Software by reason of infringement of a U.S. copyright or patent, Del Taco shall have the right, at its option, either to: **(i)** procure for Licensee the right to continue to use the Software; **(ii)** modify the Software so that it becomes non-infringing; or **(iii)** terminate this Agreement without penalty.

Liability. Sections 7.1 to 7.3 state Del Taco's entire obligation and liability with respect to the infringement of any Intellectual Property Right.

By Licensee. Licensee will indemnify Del Taco against any claim for: **(i)** alleged infringement of any U.S. copyright or patent, arising out of the use of the Software by Licensee in any manner prohibited by this Agreement; **(ii)** any claim (other than a claim indemnified by Del Taco pursuant to Section 7.1) related to or arising out of Licensee's use or misuse of the Software; and **(iii)** Licensee's breach of its obligations under this Agreement.

LIMITATION ON LIABILITY

DEL TACO SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DEL TACO WILL NOT BE RESPONSIBLE FOR ANY LOSS OF SALES BY LICENSEE DURING THE PERIOD IN WHICH THE SOFTWARE IS INOPERATIVE, NOR WILL DEL TACO BE RESPONSIBLE FOR ANY LOSS OR INACCURACY OF DATA CAUSED BY THE SOFTWARE. IN ANY EVENT, THE LIABILITY OF DEL TACO TO LICENSEE FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT PAID TO DEL TACO BY LICENSEE UNDER THIS AGREEMENT (EXCLUSIVE OF CLAIMS DESCRIBED IN SECTION 10.1 ABOVE). THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY,

NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES AND LIMITATIONS SET FORTH IN THIS ARTICLE 11 ALLOCATE THE RISKS OF PRODUCT AND SERVICE NONCONFORMITY BETWEEN THE PARTIES AS AUTHORIZED BY THE UNIFORM COMMERCIAL CODE AND OF OTHER APPLICABLE LAWS. THE FEES IN THIS AGREEMENT REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES SET FORTH IN THIS AGREEMENT.

TERMINATION

Termination. If Licensee exceeds the authorized scope of the License granted under this Agreement or violates any obligation under Articles 3 or 8 of this Agreement with respect to any License, Del Taco may, in its sole discretion, immediately terminate this Agreement or the License granted with respect to any or all of the Licensed Restaurants without prior notice. Del Taco may, in its sole discretion, immediately terminate this Agreement or the License granted with respect to any Licensed Restaurant(s): **(i)** without prior notice, if Licensee fails to pay the License Fee or Support Services Fee pertaining to that Licensed Restaurant within 30 days after it is due; **(ii)** without prior notice, if the franchise or license agreement for that Licensed Restaurant is terminated; **(iii)** without prior notice, if the franchise, franchise agreement or Licensed Restaurant is transferred; or **(iv)** if Licensee fails to cure any other breach of this Agreement within 15 days of written notice of the breach.

Discontinuation of Software and Documentation. Del Taco may discontinue publication or distribution of the Software and Documentation for any reason. If Del Taco discontinues publication or distribution of the Software and Documentation, this Agreement shall terminate immediately with respect to all Licenses. In that event, Del Taco will refund or credit a pro rata portion of any License Fees already paid by Licensee, as determined by Del Taco in its sole discretion.

Cessation of Use. Upon termination of this Agreement, Licensee shall cease using the Software and Documentation and promptly return all copies of the Software, Documentation and all other Confidential Information in its possession or control. Licensee shall delete all copies of such materials residing in on-line or off-line computer memory, and destroy all copies of such materials that also incorporate any Confidential Information. Del Taco shall be entitled to enter the Licensed Restaurants to repossess and remove the Software and Documentation, and any other Confidential Information. Licensee shall, within 7 days from the effective date of the termination, certify to Del Taco, in writing by an officer or director, that all copies of the Software and Documentation have been returned, deleted or destroyed. In the event of termination of the Licenses granted by this Agreement for fewer than all Licensed Restaurants, Licensee shall comply with the foregoing with respect to the applicable Licenses and Licensed Restaurants.

Injunctive Relief. Licensee acknowledges and agrees that its failure to comply with the terms of this Agreement, including the failure to fully comply with the post-termination obligations set forth in Section 12.3, is likely to cause irreparable harm to Del Taco not fully compensable by money damages and therefore Del Taco shall not have an adequate remedy at law. Therefore, Licensee agrees that, in the event of a breach or threatened breach of any of the terms of this Agreement by Licensee, Del Taco shall be entitled to a preliminary and final injunction restraining the breach and/or to specific performance, without the necessity of posting any bond or undertaking in connection therewith. Any equitable remedies sought by Del Taco shall be in addition to, and not in lieu of, all remedies and rights that Del Taco otherwise may have arising under applicable law or by virtue of any breach of this Agreement.

MISCELLANEOUS

Choice of Law. The laws of the State of California shall govern the interpretation and construction of this Agreement, without regard to conflicts of laws principles.

Choice of Forum. Any judicial proceeding relating to this Agreement shall be filed in the state or federal court located in the jurisdiction in which Del Taco's corporate offices are located at the time the proceeding is filed. Licensee waives any right to challenge the existence of personal jurisdiction in that state or federal court and the convenience of the forum.

Limitation on Actions. Any judicial action or proceeding brought with respect to this Agreement must be brought within a period of 18 months from the occurrence of the event that is the basis of the action. The parties waive, to the fullest extent permitted by law, the right to bring, or be a member in, any class action suit and the right to trial by jury.

Entire Agreement. This Agreement and the attachments to this Agreement constitute the entire agreement between Del Taco and Licensee, and supersede any prior understandings, commitments or agreements, oral or written, regarding the Software, Documentation and Support Services.

No Waiver. This Agreement may not be amended or changed, nor may any provision be waived, except in writing signed by the parties. Neither trade usage nor the course of conduct between Del Taco and Licensee or between Del Taco and other licensees of the Software and Documentation shall modify this agreement.

Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed effective when delivered by hand or by facsimile transmission (with receipt acknowledged by the receiving party) or upon receipt when sent by a nationally reputable courier or mailed by registered or certified mail (return receipt requested), postage prepaid, to a party at the address set forth in the preamble to this Agreement (or at such other address for a party as shall be specified in writing by the party from time to time). All notices sent to Del Taco shall be marked "Attention: Legal Department." Any notice sent by facsimile transmission shall be sent to Del Taco at (949) 462-7444 or to Licensee at the number specified in the appendices.

Force Majeure. Except for the obligation to make payments under this Agreement, nonperformance by either party shall be excused to the extent such performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, epidemic, pandemic, public health emergency, act of God, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the non-performing party.

Assignment and Binding Effect. Licensee shall not assign this Agreement or any of its rights or obligations under this Agreement to any third party without the prior written consent of Del Taco; provided, however, that the merger or consolidation of Licensee into, or the sale of all or substantially all of the assets of Licensee to, a third party shall not be deemed to be an assignment. Del Taco may freely assign this Agreement or any of its rights or obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their permitted successors and assigns.

Attorneys' Fees. If either party files any action or brings any proceeding against the other arising from this Agreement, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable attorneys' fees to be fixed by the court. The prevailing party shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. A party not

entitled to recover its costs shall not recover attorneys' fees. No sum for attorneys' fees shall be included in calculating the amount of a judgment for purposes of deciding whether a party is entitled to its costs or attorneys' fees.

Headings. The section headings are intended for reference only and do not affect the meaning or interpretation of this Agreement.

No Third Party Beneficiary. There are no third party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties, and their respective successors and assigns, any rights, remedies, obligations or liabilities.

Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Survival. Articles 8, 10, 11, 12 and 13 shall survive the termination of this Agreement for any reason.

IN WITNESS WHEREOF, Del Taco and Licensee have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Del Taco LLC	**Franchisee**
By: _____	_____
Jack Tang	
Vice President, General Counsel	
Date: _____	Date: _____

APPENDIX A

Appendix to Hardware and Software License and Support Agreement with Del Taco LLC dated _____

Licensee's Facsimile Number: _____

One-time License Fee: None

Software Maintenance and Support Services Fee:

Software Maintenance and Support Services Fee: $_____

Licensed Restaurant Information:

Unit Number	Licensed Restaurant Location	DDL Number/ IP Address (To be completed by Licensee)	Designated Contact (To be completed by Licensee)

Covered Equipment:

Point of Sale/Line Buster
UltraBOS Back Office System
Restaurant Systems Network
Kitchen Display Systems

Billable Services Fees:

On-Site Software Troubleshooting/Install: $150/hour billed at 15-minute increments
On-Site PC Install: $150/hour billed at 15-minute increments

Del Taco, LLC

By: _____
Jack Tang
Vice President, General Counsel

Date: _____

Franchisee

By: _____

Date: _____

EXHIBIT H

FRANCHISEE INFORMATION

Del Taco Franchisees
As of September 28, 2025

Entity	Unit Number	Address	City	State	Office Number
Alabama					
LHI Foods Inc	1511	7003 Cabala Dr. NW	Huntsville	AL	(256) 318-1142
Matadoor Restaurant Group LLC	1284	1212 East 280 Bypass	Phenix City	AL	(803) 367-7957
Arizona					
LVP QSR Development, LLC	1388	950 Old Highway 66	Ash Fork	AZ	(702) 845-6951
Desert Taco, LLC	723	1483 North Dysart Road	Avondale	AZ	(602) 708-3040
Brent Veach	811	1845 Highway 95	Bullhead City	AZ	(602) 708-3040
Desert Taco East, LLC	765	1900 West Ray Road	Chandler	AZ	(602) 708-3040
Desert Taco IV, LLC	1128	1035 S. Arizona Avenue	Chandler	AZ	(602) 708-3040
Desert Taco IV, LLC	1129	2510 E Germann Road	Chandler	AZ	(602) 708-3040
Brent Veach	953	2201 South Milton Road	Flagstaff	AZ	(602) 708-3040
Brent Veach	715	4705 North US Highway 89	Flagstaff	AZ	(602) 708-3040
Desert Taco, LLC	838	900 S. Val Vista Drive	Gilbert	AZ	(602) 708-3040
Desert Taco East, LLC	1249	5216 East Baseline Road	Gilbert	AZ	(602) 708-3040
Aparicio Enterprises, L.L.C.	890	19880 North 59th Avenue	Glendale	AZ	(623) 748-4721
Desert Taco, LLC	737	9672 West Camelback Road	Glendale	AZ	(602) 708-3040
DTAZ, LLC	1244	1901 Pebble Creek Parkway	Goodyear	AZ	(602) 432-7070
Brent Veach	845	3390 North Stockton Hill Road	Kingman	AZ	(602) 708-3040
Brent Veach	837	81 London Bridge Road	Lake Havasu	AZ	(602) 708-3040
LVP QSR Development, LLC	1389	3225 East Rincon Road	Littlefield	AZ	(702) 845-6951
Desert Taco, LLC	806	1864 South Country Club Drive	Mesa	AZ	(602) 708-3040
Desert Taco East, LLC	861	3648 East Southern Avenue	Mesa	AZ	(602) 708-3040
RJ Food, Inc.	1015	2645 North Power Road	Mesa	AZ	(480) 987-2297
Deset Taco East, LLC	1038	1842 South Signal Butte	Mesa	AZ	(602) 708-3040
Brent Veach	1347	1313 So. Power Rd.	Mesa	AZ	(602) 708-3040
Aparicio Enterprises, L.L.C.	825	9171 West Peoria Avenue	Peoria	AZ	(623) 748-4721
Desert Taco, LLC	851	4926 East Chandler Blvd	Phoenix	AZ	(602) 708-3040
Desert Taco IV, LLC	1127	15229 N 35th Ave	Phoenix	AZ	(602) 708-3040
Desert Taco, LLC	870	1628 North 44th Street	Phoenix	AZ	(602) 708-3040
Desert Taco, LLC	746	16649 North Tatum Blvd	Phoenix	AZ	(602) 708-3040

Entity	Unit Number	Address	City	State	Office Number
Desert Taco, LLC	796	1901 West Northern Avenue	Phoenix	AZ	(602) 708-3040
Desert Taco, LLC	1039	7665 W. Lower Buckeye Road	Phoenix	AZ	(602) 708-3040
DTAZ, LLC	1296	2205 West Deer Valley Road	Phoenix	AZ	(602) 432-7070
Brent Veach	719	7091 East Pav Way	Prescott Valley	AZ	(602) 708-3040
Desert Taco East, LLC	1268	20485 E Rittenhouse Rd	Queen Creek	AZ	(602) 708-3040
Desert Taco, LLC	704	13367 West Grand Avenue	Surprise	AZ	(602) 708-3040
DTAZ, LLC	1352	1331 N. Scottsdale Rd.	Tempe	AZ	(602) 432-7070
Mehrvar, HR	859	840 East Broadway Blvd	Tucson	AZ	(714) 768-4763
LVP QSR Development, LLC	1402	19312 N US Highway 93	White Hills	AZ	(702) 845-6951
Desert Taco V LLC	1338	1830 E. 16th Str.	Yuma	AZ	(602) 708-3040
Desert Taco V LLC	1340	2451 South Avenue B	Yuma	AZ	(602) 708-3040
Desert Taco V LLC	1341	8069 E 32nd Street	Yuma	AZ	(602) 708-3040
California					
Galaxy Investments, Ltd.	59	1141 North Magnolia Avenue	Anaheim	CA	(714) 639-9207
Galaxy Investments, Ltd.	78	955 North Harbor Blvd	Anaheim	CA	(714) 639-9207
La Veta Fund, Ltd.	142	2330 South Harbor Blvd	Anaheim	CA	(714) 744-8983
Munch and Crunch, LLC	1517	1290 N. Euclid St.	Anaheim	CA	(949) 689-2450
Munch and Crunch, LLC	1522	2801 E. Lincoln Ave.	Anaheim	CA	(949) 689-2450
Munch and Crunch, LLC	1525	2112 S. State College Blvd.	Anaheim	CA	(949) 689-2450
Munch and Crunch, LLC	1528	3181 W. Lincoln Ave.	Anaheim	CA	(949) 689-2450
Munch and Crunch, LLC	1526	1155 E. Orangethorpe Ave.	Anaheim	CA	(949) 689-2450
Central Taco LLC	334	11879 Artesia Blvd	Artesia	CA	(805) 551-7800
Stephen, Andy Borruel	905	72197 Baker Blvd	Baker	CA	(760) 220-9647
Socal Food Group, LP	1075	35145 Merle Haggard Drive	Bakersfield	CA	(949) 701-4960
Socal Food Group, LP	1084	5211 Gosford Road	Bakersfield	CA	(949) 701-4960
Mohammad Adeel Khan	1245	2933 N. Chester Ave.	Bakersfield	CA	(661) 993-1976
Valley Taco Management LLC	1487	3540 South La Brea Ave	Baldwin Hills	CA	(818) 512-8888
Baghdadi Mohammed	1274	12690 Ramona Blvd.	Baldwin Park	CA	(949) 305-7929
Edward E. Hackbarth, Sr.	13	401 North First Avenue	Barstow	CA	(951) 316-6872
Edward E. Hackbarth, Sr.	236	1310 E Mountain View Street	Barstow	CA	(951) 316-6872
Edward E. Hackbarth, Sr.	201	2871 Lenwood Road	Barstow	CA	(951) 316-6872
Baghdadi Mohammed	735	435 East 4th Street	Beaumont	CA	(949) 305-7929
Central Taco LLC	384	14301 Clark Ave	Bellflower	CA	(805) 551-7800

Entity	Unit Number	Address	City	State	Office Number
Nachhattar & Susana Chandi	1362	10951 Cedar Ave. Building #3	Bloomington	CA	(760) 396-9260
Ernie Abarro	139	120 South Lovekin Blvd	Blythe	CA	(949) 500-5889
J&M Dhillion Inc	1111	1120 S Brawley Ave	Brawley	CA	(661) 733-6723
Munch and Crunch, LLC	1516	6014 Orangethorpe Ave.	Buena Park	CA	(949) 689-2450
LA Taco Management LLC	1489	2515 N Hollywood Way	Burbank	CA	(805) 551-7800
Socal Food Group, LP	1502	33940 County Line Rd	Calimesa	CA	(949) 701-4960
TriWest Foods Inc	1492	121 Ventura Blvd	Camarillo	CA	(818) 914-1614
Valley Taco Management LLC	1479	7121 Carlson Cir	Canoga Park	CA	(818) 512-8888
Valley Taco Management LLC	1482	17504 Avalon Blvd	Carson	CA	(818) 512-8888
LA Taco Management LLC	1485	1933 E 223rd St	Carson	CA	(805) 551-7800
Jerry and Gloria Walker	234	67794 East Palm Canyon Drive	Cathedral City	CA	(760) 772-7984
Jerry Walker	961	69070 Ramon Road	Cathedral City	CA	(760) 772-7984
Sagar Devika and Sagar Sahil	939	2400 Mitchell Road	Ceres	CA	(510) 490-9717
SF Taco Management LLC	1271	21920 Lassen St	Chatsworth	CA	(818) 512-8888
PCRG, Inc.	1215	1957 East 20th St.	Chico	CA	(714) 600-8687
Central Valley Tacos LLC	581	7398 Greenback Ln	Citrus Heights	CA	(510) 490-9717
Duah Rajni and Munish	1192	1415 Herndon Ave	Clovis	CA	(562) 810-3486
Jerry Walker	782	85494 Vista Del Norte	Coachella	CA	(760) 772-7984
Nachhattar & Susana Chandi	1094	52119 Harrison Street	Coachella	CA	(760) 396-9260
Altogether, LLC	1106	6126 E. Washington Boulevard	Commerce	CA	(714) 308-0873
Quick Bites, Inc.	1080	1641 S. Alameda St	Compton	CA	(909) 394-4728
Vanderweel 4, LLC	4	103 East Third Street	Corona	CA	(714) 308-0873
Sean & Sandy Boissiere	248	310 North Mckinley Street	Corona	CA	(951) 314-1414
CJR Restaurants, Inc.	1225	2260 Frontage Road	Corona	CA	(714) 308-0873
Galaxy Investments, Ltd.	25	1155 Baker Street	Costa Mesa	CA	(714) 639-9207
Munch and Crunch, LLC	1514	459 S. Citrus Ave.	Covina	CA	(949) 689-2450
Valley Taco Management LLC	1481	3705 Robertson Blvd	Culver City	CA	(818) 512-8888
Valley Taco Management LLC	1480	11446 Jefferson Blvd	Culver City	CA	(818) 512-8888
Munch and Crunch, LLC	1520	5981 Orange Ave.	Cypress	CA	(949) 689-2450
First Star Foods LLC	693	34289 Pacific Coast Highway	Dana Point	CA	(949) 254-0937
Vanderweel Linda	20	520 Diamond Bar Blvd	Diamond Bar	CA	(714) 308-0873
Hansberger, Mike, Jeff and Leroy	857	8028 Firestone Blvd	Downey	CA	(909) 793-2428
Socal Food Group, LP	1312	141 Broadway Suite A	El Cajon	CA	(949) 701-4960

Entity	Unit Number	Address	City	State	Office Number
Desert Taco VI LLC	1337	1540 Ocotillo Dr.	El Centro	CA	(602) 708-3040
Desert Taco VI LLC	1339	2039 North Imperial Avenue	El Centro	CA	(602) 708-3040
Socal Food Group, LP	1065	9200 Flair Drive	El Monte	CA	(949) 701-4960
Central Valley Tacos LLC	967	7519 Laguna Blvd	Elk Grove	CA	(510) 490-9717
Socal Food Group, LP	1306	1270 W Valley Pkwy	Escondido	CA	(949) 701-4960
Socal Food Group, LP	182	110 West El Norte Parkway	Escondido	CA	(949) 701-4960
Batla Enterprises, Inc.	875	1605 East Valley Parkway	Escondido	CA	(760) 741-3504
Central Valley Tacos LLC	129	8898 Madison Ave	Fair Oaks	CA	(510) 490-9717
Bay Valley Foods, Inc.	1048	201 Pittman Road	Fairfield	CA	(510) 409-9373
Central Valley Tacos LLC	841	2699 E Bidwell St	Folsom	CA	(510) 490-9717
SF Taco Management LLC	797	10020 Cherry Avenue	Fontana	CA	(818) 512-8888
Socal Food Group, LP	1500	17295 Brookhurst St	Fountain Valley	CA	(949) 701-4960
Mohammed Baghdadi	154	9436 Warner Avenue	Fountain Valley	CA	(949) 305-7929
M.B. Fast Foods, Inc.	771	5385 North Blackstone Avenue	Fresno	CA	(909) 708-1070
Geofrey B. Wickett, Trustee of	81	1941 North Placentia Avenue	Fullerton	CA	(714) 308-0873
Munch and Crunch, LLC	1523	1020 Rosecrans Ave.	Fullerton	CA	(949) 689-2450
Munch and Crunch, LLC	1524	11070 Garden Grove Blvd.	Garden Grove	CA	(949) 689-2450
LA Taco Management LLC	1475	18604 S Western Ave	Gardena	CA	(805) 551-7800
Socal Food Group, LP	1281	16216 Crenshaw Blvd	Gardena	CA	(949) 701-4960
LA Taco Management LLC	1471	2101 W. Glenoaks Blvd.	Glendale	CA	(805) 551-7800
SF Taco Management LLC	1275	6550 San Fernando Rd	Glendale	CA	(818) 512-8888
Central Taco LLC	308	445 W Foothill Blvd	Glendora	CA	(805) 551-7800
LA Taco Management LLC	1486	18070 Chatsworth St	Granada Hills	CA	(805) 551-7800
Central Taco LLC	27	2395 S. Hacienda Blvd	Hacienda Heights	CA	(805) 551-7800
Central Taco LLC	102	1110 S Hacienda Blvd	Hacienda Heights	CA	(805) 551-7800
Hansberger, Mike, Jeff and Leroy	1079	27923 Greenspot Road	Highland	CA	(909) 793-2428
Zara's Investment	1280	3702 Highland Ave	Highland	CA	(949) 305-7929
Linda Vanderweel	23	5856 Warner Avenue	Huntington Beach	CA	(714) 308-0873
Socal Food Group, LP	1499	21401 Brookhurst St	Huntington Beach	CA	(949) 701-4960
Galaxy Investments, Ltd.	69	20921 Magnolia Street	Huntington Beach	CA	(714) 639-9207
Socal Food Group, LP	1503	17501 Beach Blvd	Huntington Beach	CA	(949) 701-4960
Socal Food Group, LP	1504	7175 W Yorktown Ave	Huntington Beach	CA	(949) 701-4960
Socal Foods Group, LP	1399	1333 Palm Ave	Imperial Beach	CA	(949) 701-4960

Entity	Unit Number	Address	City	State	Office Number
Jerry Walker	7	81566 Highway 111	Indio	CA	(760) 772-7984
Nachhattar & Susana Chandi	1353	42280 Jefferson St.	Indio	CA	(760) 396-9260
Tolia Akshay and Tolia Suchita	775	3510 West Century Blvd	Inglewood	CA	(818) 914-1864
Socal Food Group, LP	1496	4820 Barranca Pkwy	Irvine	CA	(949) 701-4960
Galaxy Investments, Ltd.	101	4780 Irvine Blvd	Irvine	CA	(714) 639-9207
First Star Foods LLC	962	16211 Lake Forest Dr.	Irvine	CA	(949) 254-0937
Central Taco LLC	524	751 S Beach Blvd	La Habra	CA	(805) 551-7800
Central Taco LLC	145	15055 Imperial Hwy	La Mirada	CA	(805) 551-7800
Jerry Walker	881	78468 Highway 111	La Quinta	CA	(760) 772-7984
Central Taco LLC	192	1398 Foothill Blvd	La Verne	CA	(805) 551-7800
DMSD Del Enterprise, LLC	1382	31904 Mission Tr.	Lake Elsinore	CA	(951) 816-0189
DMSD Del Enterprise, LLC	1383	29245 Central Ave.	Lake Elsinore	CA	(951) 816-0189
DMSD Del Enterprise, LLC	1384	16810 Lakeshore Drive	Lake Elsinore	CA	(951) 816-0189
Galaxy Investments, Ltd.	246	22349 El Toro Road	Lake Forest	CA	(714) 639-9207
Socal Food Group, LP	1507	23781 El Toro Rd.	Lake Forest	CA	(949) 701-4960
Paradise Taco LLC	146	11723 Del Amo Blvd	Lakewood	CA	(818) 512-8888
Socal Food Group, LP	1212	7060 Broadway	Lemon Grove	CA	(949) 701-4960
Galaxy Investments, Ltd.	103	3501 E South St	Long Beach	CA	(714) 639-9207
Paradise Taco LLC	86	3190 E Pacific Coast Hwy	Long Beach	CA	(818) 512-8888
Paradise Taco LLC	744	2201 Palo Verde Ave	Long Beach	CA	(818) 512-8888
Paradise Taco LLC	986	7211 E. Carson Blvd.	Long Beach	CA	(818) 512-8888
Paradise Taco LLC	803	2120 E Carson St	Long Beach	CA	(818) 512-8888
Central Taco LLC	162	3020 Los Feliz Blvd	Los Angeles	CA	(805) 551-7800
Paradise Taco LLC	988	8651 S. La Tijera Ave.	Los Angeles	CA	(818) 512-8888
Hadi Batla	862	1816 West Imperial Highway	Los Angeles	CA	(760) 741-3504
Takvor & Amy Bedrossian	757	2060 South La Cienega Blvd	Los Angeles	CA	(818) 822-8110
Central Taco LLC	1105	4376 W. Sunset Blvd	Los Angeles	CA	(805) 551-7800
SF Taco Management LLC	1276	4903 N. Eagle Rock Blvd.	Los Angeles	CA	(818) 512-8888
Sagar Devika and Sagar Sahil	720	1194 East Yosemite Avenue	Manteca	CA	(510) 490-9717
Nachhattar & Susana Chandi	767	90480 66th Avenue	Mecca	CA	(760) 396-9260
DMSD Del Enterprise, LLC	1376	29187 Newport Rd.	Menifee	CA	(951) 816-0189
DMSD Del Enterprise, LLC	1377	25900 Newport Road	Menifee	CA	(951) 816-0189
Nor-Cal Foods, Inc.	772	1798 West Olive Avenue	Merced	CA	(209) 521-9201

Entity	Unit Number	Address	City	State	Office Number
LA Taco Management LLC	1473	15353 Chatsworth St	Mission Hills	CA	(805) 551-7800
Galaxy Investments, Ltd.	76	25542 Marguerite Parkway	Mission Viejo	CA	(714) 639-9207
First Star Foods LLC	415	26241 Avery Parkway	Mission Viejo	CA	(949) 254-0937
First Star Foods LLC	915	24465 Alicia Parkway	Mission Viejo	CA	(949) 254-0937
Sagar Devika and Sagar Sahil	940	1601 Standiford	Modesto	CA	(510) 490-9717
Nor-Cal Foods, Inc.	989	2101 Sylvan Avenue	Modesto	CA	(209) 521-9201
Central Taco LLC	1163	945 E. Huntington Drive	Monrovia	CA	(805) 551-7800
Quick Bites, Inc.	1222	880 N. Wilcox Ave	Montebello	CA	(909) 394-4728
LA Taco Management LLC	1484	848 New Los Angeles Ave	Moorpark	CA	(805) 551-7800
Quick Bites, Inc.	1016	23573 Sunnymead Ranch	Moreno Valley	CA	(909) 394-4728
Zara's Investment	1279	24941 Elder Ave	Moreno Valley	CA	(949) 305-7929
DMSD Del Enterprise, LLC	714	25024 Alessandro Blvd	Moreno Valley	CA	(951) 816-0189
DMSD Del Enterprise, LLC	1374	27596 Clinton Keith Rd.	Murrieta	CA	(951) 816-0189
DMSD Del Enterprise, LLC	1375	28055 Scott Road	Murrieta	CA	(951) 816-0189
Valley Taco Management LLC	1477	591 N Ventu Park Rd	Newbury Park	CA	(818) 512-8888
Taylor Travis, Laura, Michael and Linda Gamel	1468	23650 Lyons Avenue	Newhall	CA	(661) 857-2838
Socal Food Group, LP	1493	2112 S.E. Bristol St	Newport Beach	CA	(949) 701-4960
Socal Food Group, LP	132	2552 Hamner Avenue	Norco	CA	(949) 701-4960
Valley Taco Management LLC	1488	15330 Nordhoff Street	North Hills	CA	(818) 512-8888
LA Taco Management LLC	1483	6718 Laurel Canyon Blvd	North Hollywood	CA	(805) 551-7800
LA Taco Management LLC	1476	8941 Corbin Ave	Northridge	CA	(805) 551-7800
SF Taco Management LLC	1272	19309 Roscoe Blvd.	Northridge	CA	(818) 512-8888
Central Taco LLC	753	10644 Alondra Blvd.	Norwalk	CA	(805) 551-7800
Socal Food Group, LP	1304	2269 S El Camino Real	Oceanside	CA	(949) 701-4960
Socal Food Group, LP	1308	1601 Carmelo Dr	Oceanside	CA	(949) 701-4960
Socal Food Group, LP	1309	1970 College Blvd	Oceanside	CA	(949) 701-4960
Polosajian, Koko	1068	4850 E Motor Lane	Ontario	CA	(909) 605-0465
Beshay Holdings, LLC	1412	2958 S Milliken Ave	Ontario	CA	(951) 816-0189
La Veta Fund, Ltd.	45	1301 East Katella Avenue	Orange	CA	(714) 744-8983
First Star Foods LLC	401	2043 W Chapman Ave	Orange	CA	(949) 254-0937
TriWest Foods Inc	1490	601 S Ventura Rd	Oxnard	CA	(818) 914-1614
TriWest Foods Inc	1491	2000 N Rose Ave	Oxnard	CA	(818) 914-1614

Entity	Unit Number	Address	City	State	Office Number
Jerry Walker	813	74617 Highway 111	Palm Desert	CA	(760) 772-7984
Takvor & Amy Bedrossian	16	421 West Palmdale Blvd	Palmdale	CA	(818) 822-8110
SF Taco Management LLC	1273	13701 Roscoe Blvd	Panorama City	CA	(818) 512-8888
Central Taco LLC	99	3566 E Foothill Blvd	Pasadena	CA	(805) 551-7800
Central Taco LLC	1243	765 North Lake Ave	Pasadena	CA	(805) 551-7800
DMSD Del Enterprise, LLC	1378	3150 Case Road Bldg E	Perris	CA	(951) 816-0189
DMSD Del Enterprise, LLC	1379	421 E 4th Street	Perris	CA	(951) 816-0189
DMSD Del Enterprise, LLC	1380	1688 N. Perris Blvd Unit A	Perris	CA	(951) 816-0189
Duah Rajni and Munish	886	4490 Delta Gateway Boulevard	Pittsburg	CA	(562) 810-3486
Munch and Crunch, LLC	1518	1851 E. Orangethorpe Ave.	Placentia	CA	(949) 689-2450
Munch and Crunch, LLC	1529	1171 E. Imperial Hwy.	Placentia	CA	(949) 689-2450
Munch and Crunch, LLC	1527	1495 N Garey Ave.	Pomona	CA	(949) 689-2450
Zara's Investment	1278	2071 Rancho Valley Drive #100	Pomona	CA	(949) 305-7929
Socal Foods Group, LP	1545	1025 Main St	Ramona	CA	(949) 701-4960
Chaudhry Investments, Inc.	193	7247 Archibald Avenue	Rancho Cucamonga	CA	(909) 987-7628
Pacific Coast Restaurant Group, LLC	827	2602 Hilltop Drive	Redding	CA	(714) 600-8687
Socal Food Group, LP	1495	1624 W Redlands Blvd	Redlands	CA	(949) 701-4960
Valley Taco Management LLC	1474	19644 Vanowen St	Reseda	CA	(818) 512-8888
Villars Dan & Carolyn	1044	2000 N. Riverside Ave.	Rialto	CA	(760) 946-1725
Edward E. Hackbarth, Jr.	237	17080 Van Buren	Riverside	CA	(951) 780-2027
AMB FOODS, LLC	229	4740 La Sierra Avenue	Riverside	CA	(949)305-7929
Quick Bites, Inc.	1003	401 East Alessandro Blvd	Riverside	CA	(909) 394-4728
Nachhattar & Susana Chandi	1392	8258 Mission Blvd.	Riverside	CA	(760) 396-9260
Central Valley Tacos LLC	112	1619 Douglas Blvd	Roseville	CA	(510) 490-9717
Central Valley Tacos LLC	194	4337 Elkhorn Blvd.	Sacramento	CA	(510) 490-9717
Central Valley Tacos LLC	140	2200 Arden Way	Sacramento	CA	(510) 490-9717
Central Valley Tacos LLC	583	3027 K St.	Sacramento	CA	(510) 490-9717
Central Valley Tacos LLC	977	3531 Truxel Rd.	Sacramento	CA	(510) 490-9717
Central Valley Tacos LLC	887	8230 Calvine Rd	Sacramento	CA	(510) 490-9717
Sagar Devika and Sagar Sahil	946	4300 Salida Blvd	Salida	CA	(510) 490-9717
Socal Food Group, LP	1506	109 Via Pico Plaza	San Clemente	CA	(949) 701-4960
Socal Food Group, LP	233	3896 Clairemont Drive	San Diego	CA	(949) 701-4960

Entity	Unit Number	Address	City	State	Office Number
Socal Food Group, LP	1307	1155 B Street	San Diego	CA	(949) 701-4960
Socal Food Group, LP	1310	3106 Sports Arena Blvd.	San Diego	CA	(949) 701-4960
Socal Food Group, LP	1311	7919 Mission Center Road	San Diego	CA	(949) 701-4960
Socal Food Group, LP	1211	2804 Main Street	San Diego	CA	(949) 701-4960
Central Taco LLC	358	694 W Arrow Hwy	San Dimas	CA	(805) 551-7800
Mo Bro Enterprises, Inc.	65	2021 Glenoaks Blvd	San Fernando	CA	(818) 482-0930
Socal Food Group, LP	1505	31780 Del Obispo	San Juan Capistrano	CA	(949) 701-4960
Socal Food Group, LP	1313	736 S. Rancho Santa Fe	San Marcos	CA	(949) 701-4960
Paradise Taco LLC	1240	350 S. Gaffey St.	San Pedro	CA	(818) 512-8888
Mohammed Baghdadi	9	2320 East Fourth Street	Santa Ana	CA	(949) 305-7929
Socal Food Group, LP	1494	2900 S. Main St.	Santa Ana	CA	(949) 701-4960
Munch and Crunch, LLC	1513	2761 N. Grand Ave.	Santa Ana	CA	(949) 689-2450
Galaxy Investments, Ltd.	72	2841 West Warner Avenue	Santa Ana	CA	(714) 639-9207
First Star Foods LLC	130	2300 N Tustin Ave	Santa Ana	CA	(949) 254-0937
Socal Food Group, LP	1497	3329 S Harbor Blvd	Santa Ana	CA	(949) 701-4960
First Star Foods LLC	731	2701 S Grand Ave	Santa Ana	CA	(949) 254-0937
Taylor Travis, Laura, Michael and Linda Gamel	1469	18802 Via Princessa	Santa Clarita	CA	(661) 857-2838
Taylor Travis, Laura, Michael and Linda Gamel	1348	19375 Plum Canyon Rd.	Santa Clarita	CA	(661) 857-2838
Hansberger, Mike, Jeff and Leroy	718	11344 Telegraph Road	Santa Fe Springs	CA	(909) 793-2428
Robin Kabir	1014	13204 Imperial Highway	Santa Fe Springs	CA	(213) 200-7705
Panjak Bhatia and Sood group	89	1565 South Broadway	Santa Maria	CA	(415) 515-5835
Panjak Bhatia and Sood group	833	1816 North Broadway	Santa Maria	CA	(415) 515-5835
Mann Aman and group	972	29025 West Plaza Park Drive	Santa Nella	CA	(510) 673-4012
Randy Taylor and group	1090	55 Hallock Drive	Santa Paula	CA	(661) 857-2838
Socal Food Group, LP	109	9822 Magnolia Avenue	Santee	CA	(949) 701-4960
R & H Taylor, Inc.	40	26270 North Bouquet Canyon Road	Saugus	CA	(661) 857-2838
Munch and Crunch, LLC	1512	2900 Westminster Ave.	Seal Beach	CA	(949) 689-2450
Paradise Taco LLC	984	1801 Willow Street	Signal Hill	CA	(818) 512-8888
DT-CAL, LLC	177	2990 Cochran Street	Simi Valley	CA	(310) 435-0800
DT-CAL, LLC	1059	1098 Enchated Way	Simi Valley	CA	(310) 435-0800

Entity	Unit Number	Address	City	State	Office Number
DT-CAL, LLC	1134	5197 E. Los Angeles Avenue	Simi Valley	CA	(310) 435-0800
Linda Vanderweel	10	12800 Beach Blvd	Stanton	CA	(714) 308-0873
Munch and Crunch, LLC	1515	7001 Katella Ave.	Stanton	CA	(949) 689-2450
Taylor Travis, Laura, Michael and Linda Gamel	1270	24909 W. Pico Canyon Road	Stevenson Ranch	CA	(661) 857-2838
Nor-Cal Foods, Inc.	842	817 East Hammer Lane	Stockton	CA	(209) 521-9201
Quick Bites, Inc.	1049	645 Tucker Road	Tehachapi	CA	(909) 394-4728
DMSD Del Enterprise, LLC	1369	30607 Hwy 79 South	Temecula	CA	(951) 816-0189
DMSD Del Enterprise, LLC	1370	27453 Ynez Rd	Temecula	CA	(951) 816-0189
DMSD Del Enterprise, LLC	1372	40375 Winchester Rd.	Temecula	CA	(951) 816-0189
DMSD Del Enterprise, LLC	1371	27445 Jefferson Ave.	Temecula	CA	(951) 816-0189
LA Taco Management LLC	1472	20135 Hawthorne Blvd	Torrance	CA	(805) 551-7800
Socal Food Group, LP	1282	1595 Sepulveda Blvd.	Torrance	CA	(949) 701-4960
Raffi Momjian and Jack Chorlian	93	6275 Foothill Blvd	Tujunga	CA	(818) 482-0930
Skybl Corporation	963	1415 Hillman Street	Tulare	CA	(760) 245-2373
Old Road, Inc.	883	28082 The Old Road	Valencia	CA	(661) 857-2838
Valley Taco Management LLC	1478	6821 Balboa Blvd	Van Nuys	CA	(818) 512-8888
Valley Taco Management LLC	1470	7545 Balboa Blvd	Van Nuys	CA	(818) 512-8888
KOTLA Incorporated	734	4393 East. Main Street	Ventura	CA	(805) 509-3009
Carolyn Villars	5	15070 Seventh Street	Victorville	CA	(760) 946-1725
Carolyn Villars	175	15470 Palmdale Road	Victorville	CA	(760) 946-1725
Skybl Corporation	764	5348 West Cypress Avenue	Visalia	CA	(760) 245-2373
Socal Food Group, LP	1305	1037 E Bobier Dr	Vista	CA	(949) 701-4960
Vista Fast Food, Inc.	1252	1650 South Melrose Drive	Vista	CA	(949) 701-4960
Central Valley Tacos LLC	1359	1517 Blue Oaks Blvd	W. Roseville	CA	(510) 490-9717
Central Taco LLC	226	20259 Valley Blvd	Walnut	CA	(805) 551-7800
Quick Bites, Inc.	1166	2401 S. Azusa	West Covina	CA	(909) 394-4728
Munch and Crunch, LLC	1531	440 S. Vincent Ave.	West Covina	CA	(949) 689-2450
Central Valley Tacos LLC	922	841 Harbor Blvd.	West Sacramento	CA	(510) 490-9717
Munch and Crunch, LLC	1519	13731 Goldenwest St.	Westminster	CA	(949) 689-2450
Munch and Crunch, LLC	1530	15456 Goldenwest St.	Westminster	CA	(949) 689-2450
Mo Bro Enterprises, Inc.	38	9719 Carmenita Road	Whittier	CA	(818) 482-0930
Central Taco LLC	815	12320 Washington Blvd	Whittier	CA	(805) 551-7800

Entity	Unit Number	Address	City	State	Office Number
Central Taco LLC	822	15266 Whittier Blvd	Whittier	CA	(805) 551-7800
DMSD Del Enterprise, LLC	1381	36164 Hidden Springs Road	Wildomar	CA	(951) 816-0189
DMSD Del Enterprise, LLC	1373	30640 Benton Road	Winchester	CA	(951) 816-0189
Munch and Crunch, LLC	1521	19701 Esperanza Rd.	Yorba Linda	CA	(949) 689-2450
Pacific Coast Restaurant Group, LLC	1070	1078 Harter Road	Yuba City	CA	(714) 600-8687
Socal Food Group, LP	1501	33299 Yucaipa Blvd	Yucaipa	CA	(949) 701-4960
Socal Food Group, LP	1498	34860 Yucaipa Blvd	Yucaipa	CA	(949) 701-4960
Mike and Jeff Hansberger	321	56748 Twenty-Nine Palms Highway	Yucca Valley	CA	(909) 793-2428
Mike and Jeff Hansberger	144	57736 Twenty-Nine Palms Highway	Yucca Valley	CA	(909) 793-2428
Colorado					
3 Brothers Restaurants, LLC	1162	2878 North Avenue	Grand Junction	CO	(503) 241-9555
LVP QSR Development, LLC	1449	1275 Drew Dix Pkwy	Pueblo	CO	(702) 845-6951
Florida					
Timothy Cloe	1363	5610 Manatee Ave.	Bradenton	FL	(941) 953-1808
Bassi Navdeep, Singh and group	1355	2936 Sarno Road	Melbourne	FL	(949) 690-0440
Mike Hansberger and Jeff Hansberger	1102	6855 Grand National Drive	Orlando	FL	(909) 793-2428
FRESHMEXFL, LLC	1413	19001 Murdock Cir	Port Charlotte	FL	(941) 953-1808
4SG Development, LLC	1403	3815 S. Nova Rd	Port Orange	FL	(949) 690-0440
61 Tacos Florida Port Saint Lucie, LLC	1617	10950 US-1	Port St. Lucie	FL	(978) 835-7334
Titusville 1 LLC	1428	3580 Cheney Highway	Titusville	FL	(949) 690-0440
Georgia					
Matadoor Restaurant Group LLC	1261	250 East Highway 53	Calhoun	GA	(803) 367-7957
Rusty Skalla and Casey Kiker	1206	2766 Watson Blvd.	Centerville	GA	(229) 886-2444
Matadoor Restaurant Group LLC	1167	4418 Hamilton Road	Columbus	GA	(803) 367-7957
Matadoor Restaurant Group LLC	1344	1203 N. Glenwood Avenue	Dalton	GA	(803) 367-7957
Matadoor Restaurant Group LLC	1566	9570 Highway 5	Douglasville	GA	(803) 367-7957
Matadoor Restaurant Group LLC	1346	564 Battlefield Parkway	Fort Oglethorpe	GA	(803) 367-7957
Matadoor Restaurant Group LLC	1572	1198 Dawsonville Hwy NW	Gainesville	GA	(803) 367-7957
Matadoor Restaurant Group LLC	1571	825 Duluth Highway	Lawrenceville	GA	(803) 367-7957
Matadoor Restaurant Group LLC	1301	2114 Shorter Avenue, NW	Rome	GA	(803) 367-7957
Matadoor Restaurant Group LLC	1561	2521 Cobb Parkway SE	Smyrna	GA	(803) 367-7957

Entity	Unit Number	Address	City	State	Office Number
Matadoor Restaurant Group LLC	1563	4300 East West connector	Smyrna	GA	(803) 367-7957
Matadoor Restaurant Group LLC	1567	1895 Scenic Highway 124	Snellville	GA	(803) 367-7957
Matadoor Restaurant Group LLC	1570	4227 Lavista Rd.	Tucker	GA	(803) 367-7957
Idaho					
3 Brothers Restaurants, LLC	1152	5008 W. Franklin Road	Boise	ID	(503) 241-9555
3 Brothers Restaurants, LLC	1177	8687 West Overland Rd.	Boise	ID	(503) 241-9555
3 Brothers Restaurants, LLC	1387	3205 S Vista Ave	Boise	ID	(503) 241-9555
3 Brothers Restaurants, LLC	1269	606 North 21st Avenue	Caldwell	ID	(503) 241-9555
3 Brothers Restaurants, LLC	745	450 West Prairie	Coeur d'Alene	ID	(503) 241-9555
3 Brothers Restaurants, LLC	1367	1035 N. Jacksonmill Ave	Kuna	ID	(503) 241-9555
3 Brothers Restaurants, LLC	1022	3101 E. Magic View Dr.	Meridian	ID	(503) 241-9555
3 Brothers Restaurants, LLC	1292	1617 West Island Green Drive	Meridian	ID	(503) 241-9555
3 Brothers Restaurants, LLC	1132	2121 12th Avenue Road	Nampa	ID	(503) 241-9555
3 Brothers Restaurants, LLC	1012	725 North Hwy 41	Posts Falls	ID	(503) 241-9555
Michigan					
Providential Restaurant Group, Inc.	1042	1120 W. 14 Mile Road	Clawson	MI	(702) 845-6951
Mississippi					
DT of Philadelphia, LLC	1390	10040 Frog Level Road	Philadelphia	MS	(601) 656-2783
Nevada					
3 Brothers Restaurants, LLC	1319	3780 Hwy 395	Carson City	NV	(503) 241-9555
3 Brothers Restaurants, LLC	1320	822 E College Pkwy	Carson City	NV	(503) 241-9555
3 Brothers Restaurants - Nevada LLC	1432	898 S Boulder Hwy	Henderson	NV	(503) 241-9555
Sunrise Foods Inc.	1455	180 Pecos	Henderson	NV	(714) 875-7793
3 Brothers Restaurants - Nevada LLC	1435	550 Marks St	Henderson	NV	(503) 241-9555
3 Brothers Restaurants - Nevada LLC	1439	150 North Boulder Highway	Henderson	NV	(503) 241-9555
3 Brothers Restaurants - Nevada LLC	1444	135 N. Stephanie Street	Henderson	NV	(503) 241-9555
Sunrise Foods Inc.	1463	10485 Spencer St.	Henderson	NV	(714) 875-7793
Sunrise Foods Inc.	1450	280 N Jones Blvd	Las Vegas	NV	(714) 875-7793
Sunrise Foods Inc.	1451	1801 W Charleston Blvd	Las Vegas	NV	(714) 875-7793
3 Brothers Restaurants - Nevada LLC	1431	348 N Nellis Blvd	Las Vegas	NV	(503) 241-9555
Sunrise Foods Inc.	1456	5955 W. Tropicana Ave.	Las Vegas	NV	(714) 875-7793
Sunrise Foods Inc.	1457	7480 W. Lake Mead Blvd.	Las Vegas	NV	(714) 875-7793
Sunrise Foods Inc.	1458	8471 West Sahara Ave/Durango	Las Vegas	NV	(714) 875-7793

Entity	Unit Number	Address	City	State	Office Number
3 Brothers Restaurants - Nevada LLC	1447	1802 E. Charleston Blvd.	Las Vegas	NV	(503) 241-9555
3 Brothers Restaurants - Nevada LLC	1434	5526 Boulder Hwy	Las Vegas	NV	(503) 241-9555
Sunrise Foods Inc.	1454	10320 W Charleston Blvd	Las Vegas	NV	(714) 875-7793
3 Brothers Restaurants - Nevada LLC	1436	6311 Centennial Center Blvd	Las Vegas	NV	(503) 241-9555
Sunrise Foods Inc.	1452	5180 S Fort Apache Road	Las Vegas	NV	(714) 875-7793
3 Brothers Restaurants - Nevada LLC	1433	1197 E. Tropicana	Las Vegas	NV	(503) 241-9555
Sunrise Foods Inc.	1460	3922 Blue Diamond Road	Las Vegas	NV	(714) 875-7793
Sunrise Foods Inc.	1459	9680 Las Vegas Blvd South	Las Vegas	NV	(714) 875-7793
3 Brothers Restaurants - Nevada LLC	1441	5975 South Eastern Ave.	Las Vegas	NV	(503) 241-9555
Sunrise Foods Inc.	1461	7165 S. Rainbow Blvd	Las Vegas	NV	(714) 875-7793
3 Brothers Restaurants - Nevada LLC	1442	7757 N. El Capitan Way	Las Vegas	NV	(503) 241-9555
Sunrise Foods Inc.	1462	4800 W. Cactus	Las Vegas	NV	(714) 875-7793
3 Brothers Restaurants - Nevada LLC	1445	1945 N. Martin Luther King Blvd.	Las Vegas	NV	(503) 241-9555
Sunrise Foods Inc.	1464	8125 Blue Diamond Rd.	Las Vegas	NV	(714) 875-7793
Sunrise Foods Inc.	1465	511 South Rainbow Blvd.	Las Vegas	NV	(714) 875-7793
3 Brothers Restaurants - Nevada LLC	1446	6740 N. Hualapai Way	Las Vegas	NV	(503) 241-9555
Sunrise Foods Inc.	1466	3861 W. Flamingo Road	Las Vegas	NV	(714) 875-7793
Big Top Taco LLC	1393	3850 S. Las Vegas Blvd	Las Vegas	NV	(702) 795-4122
Utah Del, Inc.	1053	20 Falcon Ridge Parkway	Mesquite	NV	(801) 574-5004
3 Brothers Restaurants - Nevada LLC	1437	1811 W. Craig Rd	North Las Vegas	NV	(503) 241-9555
3 Brothers Restaurants - Nevada LLC	1438	2531 E. Craig Road	North Las Vegas	NV	(503) 241-9555
3 Brothers Restaurants - Nevada LLC	1440	2450 N. Rancho Drive	North Las Vegas	NV	(503) 241-9555
3 Brothers Restaurants - Nevada LLC	1443	6160 North Decatur	North Las Vegas	NV	(503) 241-9555
3 Brothers Restaurants, LLC	1318	10140 McCarran Rd.	Reno	NV	(503) 241-9555
3 Brothers Restaurants, LLC	1315	2920 Northtowne Ln	Reno	NV	(503) 241-9555
3 Brothers Restaurants, LLC	1314	12490 Old Virginia Rd	Reno	NV	(503) 241-9555
3 Brothers Restaurants, LLC	1317	2091 Brierly Way	Sparks	NV	(503) 241-9555
3 Brothers Restaurants, LLC	1321	252 Los Altos Pkwy.	Sparks	NV	(503) 241-9555
LVP QSR Development, LLC	1401	800 Leppy Hills Blvd.	West Wendover	NV	(702) 845-6951
New Mexico					
Diamondback DTNM LLC	1187	804 S. White Sands Blvd.	Alamogordo	NM	(602) 432-7070
Diamondback DTNM LLC	898	1525 Coors Blvd, N.W.	Albuquerque	NM	(602) 432-7070
Diamondback DTNM LLC	726	4720 Montgomery Blvd NE	Albuquerque	NM	(602) 432-7070

Entity	Unit Number	Address	City	State	Office Number
Diamondback DTNM LLC	1029	10015 Central Avenue N.E.	Albuquerque	NM	(602) 432-7070
Diamondback DTNM LLC	1391	1500 Gibson Blvd. SE	Albuquerque	NM	(602) 432-7070
Diamondback DTNM LLC	1364	200 US-550	Bernalillo	NM	(602) 432-7070
Diamondback DTNM LLC	1205	550 US Hwy 491	Gallup	NM	(602) 432-7070
Diamondback DTNM LLC	1056	1885 Emilio Loop Road	Los Lunas	NM	(602) 432-7070
Diamondback DTNM LLC	1153	1101 Unser Blvd SE	Rio Rancho	NM	(602) 432-7070
Diamondback DTNM LLC	1357	1908 N Date Street	Truth or consequences	NM	(602) 432-7070
North Carolina					
RAM Restaurants, Inc.	1404	4716 NC-55 Hwy	Durham	NC	(919) 962-0739
DKERNERSVILLE LLC	1602	1551 Union Cross Rd	Kernersville	NC	(856) 630-1921
Ohio					
Sobremesa LLC	1543	8787 Owenfield Dr.	Powell	OH	(513) 383-2758
Sean Cahill	1360	4720 E. Main St.	Whitehall	OH	(513) 383-2758
Oregon					
Cactus Enterprise, LLC	724	1850 14th Avenue SE	Albany	OR	(541) 915-2249
Ejaz Chaudry	779	2164 NE Burnside Rd.	Gresham	OR	(360) 577-0607
3 Brothers Restaurants, LLC	1052	7390 NE Butler Street	Hillsboro	OR	(503) 241-9555
Cactus Enterprise, LLC	1293	3370 Washburn Way	Klamath Falls	OR	(541) 915-2249
Cactus Enterprise, LLC	1098	2860 Crater Lake Highway	Medford	OR	(541) 915-2249
Cactus Enterprise, LLC	1176	422 E. Barnett Road	Medford	OR	(541) 915-2249
Cactus Enterprise, LLC	1620	2435 NW Stewart Parkway	Roseburg	OR	(541) 915-2249
Cactus Enterprise, LLC	743	583 Lancaster Drive NE	Salem	OR	(541) 915-2249
Utah					
Utah Del, Inc.	275	730 East State Road	American Fork	UT	(801) 574-5004
Utah Del, Inc.	781	424 North 900 West	American Fork	UT	(801) 574-5004
Wayne & Ryan Riley	790	196 West 500 South	Bountiful	UT	(801) 557-6384
Utah Del, Inc.	751	1733 West Royal Hunte Drive	Cedar City	UT	(801) 574-5004
Utah Del, Inc.	774	96 East 12300 South	Draper	UT	(801) 574-5004
Utah Del, Inc.	1148	2618 North 1850 West	Farr West	UT	(801) 574-5004
Utah Del, Inc.	1366	753 W State Street	Hurricane	UT	(801) 574-5004
Utah Del, Inc.	1076	1428 Arimo Road	Lake Point	UT	(801) 574-5004

Entity	Unit Number	Address	City	State	Office Number
Utah Del, Inc.	1085	737 N. Main Street	Layton	UT	(801) 574-5004
Utah Del, Inc.	1533	1466 E 3500 N	Lehi	UT	(801) 574-5004
Utah Del, Inc.	1256	497 East 1400 North	Logan	UT	(801) 574-5004
Utah Del, Inc.	736	5672 South 900 East	Murray	UT	(801) 574-5004
Utah Del, Inc.	1234	585 N. Redwood Road	North Salt Lake	UT	(801) 574-5004
Utah Del, Inc.	271	1160 Wall Avenue	Ogden	UT	(801) 574-5004
Utah Del, Inc.	274	1599 North State Street	Orem	UT	(801) 574-5004
Utah Del, Inc.	1099	1055 S. State Street	Orem	UT	(801) 574-5004
Utah Del, Inc.	1150	1723 Ute Blvd	Park City	UT	(801) 574-5004
Utah Del, Inc.	727	4117 South Riverdale Road	Riverdale	UT	(801) 574-5004
Utah Del, Inc.	270	4436 South 1900 West	Roy	UT	(801) 574-5004
Utah Del, Inc.	272	3010 Highland Drive	Salt Lake City	UT	(801) 574-5004
Utah Del, Inc.	1037	2000 s. 3230 West	Salt Lake City	UT	(801) 574-5004
Utah Del, Inc.	1107	809 E. 400 South	Salt Lake City	UT	(801) 574-5004
Utah Del, Inc.	1200	23 East 2100 South	Salt Lake City	UT	(801) 574-5004
Utah Del, Inc.	273	8580 South 1300 East	Sandy	UT	(801) 574-5004
Utah Del, Inc.	1088	128 East State Road 73	Saratoga Springs	UT	(801) 574-5004
Wayne & Ryan Riley	889	1651 West South Jordan Parkway	South Jordan	UT	(801) 557-6384
Utah Del, Inc.	1184	11507 South 4000 West	South Jordan	UT	(801) 574-5004
Utah Del, Inc.	1354	804 S Spanish Fork Parkway	Spanish Fork	UT	(801) 574-5004
Utah Del, Inc.	1031	442 South 1750 West	Springville	UT	(801) 574-5004
Utah Del, Inc.	788	1901 North Bluff Street, Bldg 500	St. George	UT	(801) 574-5004
Utah Del, Inc.	1574	4625 S. Pioneer Rd.	St. George	UT	(801) 574-5004
Utah Del, Inc.	1174	1731 W. Bowling Ave.	Taylorsville	UT	(801) 574-5004
Utah Del, Inc.	741	786 West Telegraph Street	Washington	UT	(801) 574-5004
Utah Del, Inc.	876	6876 Redwood Road	West Jordan	UT	(801) 574-5004
Utah Del, Inc.	1235	5521 West 7800	West Jordan	UT	(801) 574-5004
Utah Del, Inc.	1189	123 North 2000 West	West Point	UT	(801) 574-5004
Utah Del, Inc.	752	2963 South 5600 West	West Valley City	UT	(801) 574-5004
Virginia					
VA Taco 1 Sams Circle LLC	1396	1501 Sam's Circle	Chesapeake	VA	(757) 286-0825
Washington					
3 Brothers Restaurants, LLC	1019	1725 S.E. Meadowbrook Blvd.	College Place	WA	(503) 241-9555

Entity	Unit Number	Address	City	State	Office Number
3 Brothers Restaurants, LLC	1018	34528 16th Ave S Federal Way	Federal Way	WA	(503) 241-9555
3 Brothers Restaurants, LLC	1263	7742 Martin Way East	Lacey	WA	(503) 241-9555
3 Brothers Restaurants, LLC	1291	155 Wellsian Way	Richland	WA	(503) 241-9555
Ejaz Chaudry	716	8724 N.E. Highway 99	Vancouver	WA	(360) 577-0607
3 Brothers Restaurants, LLC	1425	1815 E Isaacs Ave	Walla Walla	WA	(503) 241-9555
BL Foods LLC	1612	1945 Belmont Loop	Woodland	WA	(360) 577-0607

The following is a list of Franchisees, City and State, and last known telephone number, who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who has not communicated within 10 weeks of the Disclosure Document issuance date.

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

STORE CLOSURES

Franchisee	Unit Number	Address	City	State	Zip Code	Phone
Matadoor Restaurant Group LLC	1397	3065 Pepperell Parkway	Opelika	AL	36801	(803) 367-7957
Desert Taco, LLC	1103	4115 W Anthem Way	Anthem	AZ	85086	(602)708-3040
Desert Taco IV, LLC	1124	305 E Thomas Rd	Phoenix	AZ	85040	(602)708-3040
Zara's Investment	1277	106 S Azusa Ave	Azusa	CA	91702	(909) 894-3406
Paradise Taco LLC	801	1229 Pacific Coast Hwy	Harbor City	CA	90710	(818) 512-8888
Duah Rajni and Munish	1186	785 N. Newcomb St.	Porterville	CA	93257	(562) 810-3486
Pacific Coast Restaurant Group, LLC	792	200 Antelope Blvd	Red Bluff	CA	96080	(714) 600-8687
Ahmadi Mohammad and Aman Melad	1091	151 Peabody Road	Vacaville	CA	95687	(916) 753-2154
Duah Rajni and Munish	1213	2918 N. Dinuba Blvd.	Visalia	CA	93291	(562) 810-3486
Timothy Cloe	1385	5415 14th St. W	Bradenton	FL	43207	(941) 953-1808
Consolidated Taco Holdings, LLC	1542	2395 Crawfordville Hwy	Crawfordville	FL	32327	(313) 289-0397
Consolidated Taco Holdings, LLC	1427	2810 US Hwy 331	Defuniak Springs	FL	32435	(313) 289-0397
Mike Hansberger and Jeff Hansberger	1089	12025 Collegiate Way	Orlando	FL	32817	(909) 793-2428

Franchisee	Unit Number	Address	City	State	Zip Code	Phone
Consolidated Taco Holdings, LLC	1429	404 Brent Ln	Pensacola	FL	32503	(313) 289-0397
Consolidated Taco Holdings, LLC	1395	3582 W. US Hwy 98 West	Santa Rosa Beach	FL	32459	(313) 289-0397
Consolidated Taco Holdings, LLC	1508	2410 Apalachee Pkwy	Tallahassee	FL	32301	(313) 289-0397
Matadoor Restaurant Group LLC	1569	1714 Hwy 138 SE	Conyers	GA	30013	(803) 367-7957
Matador Restaurant Group, LLC	1349	109 Banks Station Lane	Fayetteville	GA	30214	(803) 367-7957
Mac Kamara and Jeffrey Fisher	1356	1443 North Expressway	Griffin	GA	30223	(770) 642-8009
Matadoor Restaurant Group LLC	1568	4525 Jimmy Lee Smith Pkwy	Hiram	GA	30141	(803) 367-7957
Matadoor Restaurant Group LLC	1560	745 Chastain Rd NW Bldg 200	Kennesaw	GA	30144	(803) 367-7957
Matadoor Restaurant Group LLC	1565	1935 Cobb Parkway	Kennesaw	GA	30152	(803) 367-7957
Matadoor Restaurant Group LLC	1564	1535 Hwy 20 W	McDonough	GA	30253	(803) 367-7957
Matador Restaurant Group, LLC	1368	6705 Jonesboro Rd.	Morrow	GA	30260	(803) 367-7957
Matador Restaurant Group, LLC	1286	6791 Highway 85	Riverdale	GA	30274	(803) 367-7957
Matadoor Restaurant Group LLC	1562	9775 Hwy 92	Woodstock	GA	30188	(803) 367-7957
3 Brothers Restaurants, LLC	780	1306 Broadway Avenue	Boise	ID	83706-3704	(503) 241-9555
3 Brothers Restaurants, LLC	1260	568 North 2nd East	Rexburg	ID	83440	(503) 241-9555
Diamondback DTNM LLC	1204	3916 N. Prince Street	Clovis	NM	88101	(602) 432-7070
Diamondback DTNM LLC	1294	1321 North Riverside Drive	Espanola	NM	85020	(602) 432-7070
Diamondback DTNM LLC	1180	5506 E. Main St.	Farmington	NM	87402	(602) 432-7070
Big Top Taco LLC	1394	2880 S Las Vegas Blvd	Las Vegas	NV	89109	(702) 795-4122
3 Brothers Restaurants, LLC	1316	5890 S Virginia St.	Reno	NV	89502	(503) 241-9555
Sobremesa LLC	1386	1207 Mt. Vernon Avenue	Marion	OH	43302	(513) 383-2758
Cactus Enterprise, LLC	784	612 SE 3rd Street	Bend	OR	97702-1755	(971) 345-2932

* Certain of these franchisees may have operated two or more Del Taco Restaurants.

TRANSFERS

Franchisee	Unit Number	Address	City	State	Zip Code	Phone
Gullatt Michael Clay	1397	3065 Pepperell Parkway	Opelika	AL	36801	(706) 507-4200
Gullatt Michael Clay	1284	1212 East 280 Bypass	Phenix City	AL	36867	(706) 507-4200
Mike Kamali	1075	35145 Merle Haggard Drive	Bakersfield	CA	93308	(949) 582-2678
Mike Kamali	1084	5211 Gosford Road	Bakersfield	CA	93313	(949) 582-2678

Franchisee	Unit Number	Address	City	State	Zip Code	Phone
Brawley Petro QSR, Inc.	1111	1120 S Brawley Ave	Brawley	CA	92227	(601) 499-8100
Mike Kamali	182	110 W El Norte Parkway	Escondido	CA	92026	(949) 582-2678
Mehrvar H.R.	229	4740 La Sierra Avenue	Riverside	CA	92505-2726	(714) 768-4763
Newport Ventures, LLC	778	24023 East Prospect Avenue	Aurora	CO	80016-5336	(949) 500-5889
Newport Ventures, LLC	864	14400 East Colfax Avenue	Aurora	CO	80011-6823	(949) 500-5889
Newport Ventures, LLC	1002	3465 N. Salida Street	Aurora	CO	80011	(949) 500-5889
Newport Ventures, LLC	863	570 East Bromley Lane	Brighton	CO	80601-3272	(949) 500-5889
Newport Ventures, LLC	1237	6383 Promenade Parkway	Castle Rock	CO	80108	(949) 500-5889
Newport Ventures, LLC	1043	11155 East Arapahoe Place	Centennial	CO	80112	(949) 500-5889
Newport Ventures, LLC	748	1645 Space Center Drive	Colorado Springs	CO	80915-2446	(949) 500-5889
Newport Ventures, LLC	1073	4310 N. Academy Blvd.	Colorado Springs	CO	80918	(949) 500-5889
Newport Ventures, LLC	1117	8020 N. Academy Blvd	Colorado Springs	CO	80920	(949) 500-5889
Newport Ventures, LLC	1047	18260 East 104th Ave.	Commerce City	CO	80022	(949) 500-5889
Newport Ventures, LLC	1025	8100 Northfield Blvd.	Denver	CO	80239	(949) 500-5889
Newport Ventures, LLC	787	50 West Belleview Avenue	Englewood	CO	80110-6606	(949) 500-5889
Newport Ventures, LLC	1001	11053 I-25 Frontage Road	Firestone	CO	80504	(949) 500-5889
Newport Ventures, LLC	1034	2913 South 23rd Ave.	Greeley	CO	80631	(949) 500-5889
Newport Ventures, LLC	793	5240 South Wadsworth Blvd	Lakewood	CO	80123-2226	(949) 500-5889
Newport Ventures, LLC	1109	43 Union Boulevard	Lakewood	CO	80228	(949) 500-5889
Newport Ventures, LLC	738	7506 Parkway Drive	Lonetree	CO	80124-2500	(949) 500-5889
Newport Ventures, LLC	1086	11147 Pikes Peak Drive	Parker	CO	80138	(949) 500-5889
Jetz Foods, LLC	1261	250 Highway 53	Cahoun	GA	30701	(423) 910-0423
Rusty Skalla and Casey Kiker	1206	2766 Watson Blvd.	Centerville	GA	31028	(229) 886-2444
Michael Clay Gullatt	1167	4418 Hamilton Road	Columbus	GA	31904	(706) 507-4200
Jetz Foods, LLC	1344	1203 N. Glenwood Avenue	Dalton	GA	30721	(423) 910-0423
Mac Kamara and Jeffrey Fisher	1349	109 Banks Station Lane	Fayetteville	GA	30214	(770) 642-8009
Jetz Foods, LLC	1346	564 Battlefield Parkway	Fort Oglethorpe	GA	30742	(423) 910-0423
MK Laguna Morrow LLC	1368	6705 Jonesboro Rd.	Morrow	GA	30260	(770) 642-8009
Mac Kamara and Jeffrey Fisher	1286	6791 Highway 85	Riverdale	GA	30274	(770) 642-8009
Jetz Foods, LLC	1301	2114 Shorter Avenue, NW	Rome	GA	30165	(423) 910-0423

FRANCHISE AGREEMENTS SIGNED BUT OUTLETS NOT YET OPEN

Franchisee	Address	City	State	Zip Code	Phone
Carolina Taco Hampstead, LLC	13755 US Highway 17	Hampstead	NC	28443	(717) 891-5168
Battle Mountain Group 2 Inc	100 Old Highway 8A	Battle Mountain	NV	89820	(702) 306-7872
Carolina Taco SC9, LLC	2496 Highway 9 East	Little River	SC	29566	(717) 891-5168
Carolina Taco Brisa, LLC	4570 Dick Pond Road	Myrtle Beach	SC	29588	(717) 891-5168

EXHIBIT I

FORM OF GENERAL RELEASE

FORM OF GENERAL RELEASE

The Franchisee, on behalf of itself and its subsidiaries, affiliates, heirs, successors and assigns, hereby releases and discharges any and all liabilities, obligations or claims, whether known or unknown, including without limitation, any claimed violation or breach of the Franchise Agreement or Federal or state laws, including franchise investment laws, against Del Taco LLC ("Del Taco"), including its current and former parents, officers, directors, limited liability company managers, employees, subsidiaries or affiliates, and any and all of its respective past and present representatives. The Franchisee realizes the facts as presently known or understood to exist with respect to any known or unknown claims it may have against Del Taco may, in fact, be either incorrect or incomplete, or both. Notwithstanding such possibility, the Franchisee freely enters into this Agreement and assumes all risks of any such possibility and waives any rights whatsoever to attack the validity and finality of this Agreement even if the present knowledge and understanding of the facts on the part of the Franchisee is in any way incorrect. The Franchisee expressly waives any and all rights and benefits against Del Taco conferred upon themselves by the provisions of Section 1542 of the California Civil Code. Section 1542 of the California Civil Code reads as follows:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Except in connection with a negotiated settlement of a bona fide dispute in which the person giving the release or waiver is represented by independent legal counsel, the foregoing general release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, or the rules adopted thereunder.

EXHIBIT J

AGREEMENT FOR GIFT CARD PROCESSING

AGREEMENT FOR GIFT CARD PROCESSING

This Agreement for Gift Card Processing (the "Agreement") is made as of the ___ day of _____ _____, 20____ (the "Effective Date"), by and between Del Taco LLC, a California limited liability company ("Del Taco"), and _____ ("Franchisee").

RECITALS

Del Taco operates franchises and licenses Del Taco restaurants that feature Mexican-American and American dishes. Del Taco and Franchisee have entered into or propose to enter into one or more Franchise Agreements (each a Franchise Agreement" and, collectively, the "Franchise Agreements"); and

Del Taco and Banc of America Merchant Services ("BAMS") have entered into that certain Premium Gift Card Processing Agreement (the "Processing Agreement") dated January 5, 2018, pursuant to which BAMS shall provide services in connection with Del Taco's gift card program; and

Del Taco requires that Franchisee participate in Del Taco's gift card program in each of the designated franchised Del Taco Restaurants (the "Licensed Restaurants") listed on appendices to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term. The term of this Agreement with respect to each Licensed Restaurant shall begin on the Effective Date and shall expire upon the expiration date of the Franchise Agreement (i.e. (a) the expiration of the initial term of the Franchise Agreement, in the event Franchisee does not renew its right to operate the Licensed Restaurant pursuant to Section 2.2 of the Franchise Agreement, or (b) the expiration of such renewal term, in the event Franchisee renews its right to operate the Licensed Restaurant pursuant to Section 2.2 of the Franchise Agreement), unless terminated sooner pursuant to Article 10 of this Agreement, or pursuant to the terms of the Franchise Agreement.

2. ACH Authorizations. Franchisee understands and agrees that amounts due and owing from Franchisee to BAMS in connection with the gift card program will be automatically debited from Franchisee's designated bank account(s) by ACH. Franchisee understands and agrees that BAMS is acting as a settlement agent for Franchisee and other participants, including Del Taco, in the gift card program for the settlement of gift card redemptions between gift card program participants. Accordingly, BAMS will initiate ACH debits from and credits to Franchisee's designated bank account(s) for amounts due to and from Franchisee for sales and redemption of gift cards and fees.

2.1 Franchisee will be required to sign the ACH authorization forms in Exhibit B to authorize BAMS to initiate ACH debits from, and credits to, their bank accounts. In the event that Franchisee adds a new location or changes a bank account, the Franchisee will provide to Del Taco the required bank account information on an ACH authorization form. Franchisee shall identify "Business Legal Entities" on the Gift Card Merchant Information form (Exhibit B). BAMS will provide reports to, and generate ACH transactions for each Business Legal Entity, Bank Account and Store Number.

3. Settlement Process. Once each fiscal week, BAMS will generate a settlement of gift card transactions. BAMS will compute the amount due from each Franchisee, as applicable, for the gift card sales for the fiscal week, and will compute that amount due to each Franchisee as applicable, for gift card redemptions for the fiscal week. The net settlement for each Franchisee, as applicable, will be an ACH credit or debit for all card sales and redemptions for the specified fiscal week.

4. Funding. Franchisee acknowledges, agrees and understands that proper funding of its designated bank account(s) for the gift card program is necessary to ensure fair and efficient administration of the gift card program. Franchisee agrees to ensure that its bank accounts are properly funded for the ACH settlement process and for ACH debits of settlement fees owed to BAMS.

5. ACH Returns. If an ACH debit transaction for any amount due from a Franchisee is dishonored by the Franchisee's bank due for any reason, including but not limited to an account being underfunded, closed or a stop payment, then BAMS will, once the ACH return notification is received by the bank, notify Del Taco and initiate follow up ACH transaction(s) to transfer funds from the same bank account if the account was underfunded or a stop payment was made or from a new bank account designated by Franchisee if the bank account was closed. The new transfer amount shall equal the amount of the returned item(s) plus a $20.00 penalty per returned item.

6. BAMS Fees. BAMS will debit Franchisee's bank account, as applicable, for BAMS' fees as follows:

(a) Processing Fees. Each month BAMS will initiate a separate ACH debit of Franchisee's bank account, as applicable, for processing fees. Fees to be included in the ACH debit include:

i. Transaction fees as set forth in Exhibit A of this Agreement.

ii. ACH Service Fees of $0.06 per transaction. This fee will be billed to all Franchisee locations.

iii. Per Month Location Fee per Franchise location of five dollars ($5.00).

7. NO WARRANTY.

DEL TACO MAKES NO WARRANTIES RELATING TO BAMS AND SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY AS TO THE RELIABILITY, OPERABILITY OR FUNCTIONALITY OF BAMS, ANY WARRANTY THAT FRANCHISEE'S USE OF BAMS WILL BE UNINTERRUPTED OR ERROR FREE, AND ANY WARRANTY THAT THE RESULTS OBTAINED WILL SATISFY FRANCHISEE'S REQUIREMENTS.

8. INDEMNIFICATION BY FRANCHISEE. Franchisee will indemnify and hold harmless Del Taco from any and all losses, including attorneys' fees (for counsel of Del Taco's choosing) and costs, that are incurred by Del Taco as a result of or stemming from Del Taco or Franchisee's performance under this Agreement. Such indemnification shall include, but is not limited to, indemnification stemming from any claim of: **(i)** alleged infringement of any U.S. copyright or patent, arising out of the use of BAMS gift card processing by Franchisee in any manner prohibited by this Agreement; **(ii)** any claim related to or arising out of Franchisee's use or misuse of BAMS including, but not limited to, claims by any of Franchisee's employees in connection with or related to the use or misuse of BAMS; and **(iii)** Franchisee's breach of its obligations under this Agreement. The indemnification obligations of the Franchisee in this Article 4 shall survive any termination or expiration of this Agreement.

9. LIMITATION ON LIABILITY. DEL TACO SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DEL TACO WILL NOT BE RESPONSIBLE FOR ANY LOSS OR INACCURACY OF DATA CAUSED BY BAMS. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO CLAIMS BY EMPLOYEES OF FRANCHISEE, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY,

MISREPRESENTATIONS, AND OTHER TORTS. BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES AND LIMITATIONS SET FORTH IN THIS ARTICLE 9 ALLOCATE THE RISKS OF PRODUCT AND SERVICE NONCONFORMITY BETWEEN THE PARTIES AS AUTHORIZED BY THE UNIFORM COMMERCIAL CODE AND OF OTHER APPLICABLE LAWS. THE FEES IN THIS AGREEMENT REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES SET FORTH IN THIS AGREEMENT.

10. Termination. Del Taco may terminate this Agreement with respect to any or all of the Licensed Restaurants, without cause and with at least 30 days prior written notice to the Franchisee. If Franchisee violates any obligation under this Agreement, Del Taco may, in its sole discretion, immediately terminate this Agreement with respect to any or all of the Licensed Restaurants without prior notice. Del Taco may, in its sole discretion, immediately terminate this Agreement with respect to any Licensed Restaurant(s): **(i)** without prior notice, if Franchisee fails to pay the Fees pertaining to that Licensed Restaurant within 30 days after it is due; **(ii)** without prior notice, if the Franchise Agreement for that Licensed Restaurant is terminated; **(iii)** without prior notice, if the Franchise Agreement or Licensed Restaurant is transferred; or **(iv)** if Franchisee fails to cure any other breach of this Agreement within 15 days of written notice of the breach.

11. MISCELLANEOUS

11.1 Choice of Law. The laws of the State of California shall govern the interpretation and construction of this Agreement, without regard to conflicts of laws principles.

11.2 Choice of Forum. Any judicial proceeding relating to this Agreement shall be filed in the state or federal court located in the jurisdiction in which Del Taco's corporate offices are located at the time the proceeding is filed. Franchisee waives any right to challenge the existence of personal jurisdiction in that state or federal court and the convenience of the forum.

11.3 Limitation on Actions. Any judicial action or proceeding brought with respect to this Agreement must be brought within a period of 18 months from the occurrence of the event that is the basis of the action. The parties waive, to the fullest extent permitted by law, the right to bring, or be a member in, any class action suit and the right to trial by jury.

11.4 Entire Agreement. This Agreement and the attachments to this Agreement constitute the entire agreement between Del Taco and Franchisee, and supersede any prior understandings, commitments or agreements, oral or written, regarding the Software, Documentation and Support Services.

11.5 No Waiver. This Agreement may not be amended or changed, nor may any provision be waived, except in writing signed by the parties. Neither trade usage nor the course of conduct between Del Taco and Franchisee or between Del Taco and other franchisees shall modify this agreement.

11.6 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed effective when delivered by hand or by facsimile transmission (with receipt acknowledged by the receiving party) or upon receipt when sent by a nationally reputable courier or mailed by registered or certified mail (return receipt requested), postage prepaid, to a party at the address set forth in the preamble to this Agreement (or at such other address for a party as shall be specified in writing by the party from time to time). All notices sent to Del Taco shall be marked "Attention: Legal Department." Any notice sent by facsimile transmission shall be sent to Del Taco at (949) 616 - 5002 or to Franchisee at the number specified in the appendices.

11.7 Force Majeure. Except for the obligation to make payments under this Agreement, nonperformance by either party shall be excused to the extent such performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, epidemic, pandemic, public health emergency,

act of God, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the non-performing party.

11.8 Assignment and Binding Effect. Franchisee shall not assign this Agreement or any of its rights or obligations under this Agreement to any third party without the prior written consent of Del Taco; provided, however, that the merger or consolidation of Franchisee into, or the sale of all or substantially all of the assets of Franchisee to, a third party shall not be deemed to be an assignment. Del Taco may freely assign this Agreement or any of its rights or obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their permitted successors and assigns.

11.9 Attorneys' Fees. If either party files any action or brings any proceeding against the other arising from this Agreement, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable attorneys' fees to be fixed by the court. The prevailing party shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorneys' fees. No sum for attorneys' fees shall be included in calculating the amount of a judgment for purposes of deciding whether a party is entitled to its costs or attorneys' fees.

11.10 Headings. The section headings are intended for reference only and do not affect the meaning or interpretation of this Agreement.

11.11 No Third Party Beneficiary. There are no third party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties, and their respective successors and assigns, any rights, remedies, obligations or liabilities.

11.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, Del Taco and Franchisee have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Del Taco LLC

By: _____
Jack Tang
Vice President, General Counsel

Date: _____

By: _____

Its: _____

Date: _____

EXHIBIT A

FEE SCHEDULE

1. TRANSACTION FEES:

The following tiered Del Taco system Transaction pricing is based on dedicated circuit connectivity between the Card Authorization Equipment accessed by Franchisee's wide-area-network and the BAMS Database, and is based on the Transaction volumes accumulated during each twelve (12) month Cycle following the Start Date of the Program. BAMS will invoice transaction fees monthly.

Tier I (0 – 1,250,000 Transactions)	$0.04
Tier II (1,250,001 – 1,750,000 Transactions)	$0.0375
Tier III (1,750,001 + Transactions)	$0.0345

"Transactions" include the following primary categories: (i) on-line transactions using stored value Cards through POS devices located at Designated Locations; (ii) selected transactions using a Card number through one or more Internet site(s) designated by Franchisee; (iii) batch transactions performed through BAMS's help desk or back office tool initiated by Franchisee; (iv) batch transactions submitted on behalf of Franchisee via an electronic file; (v) any other transaction request for a Card that is part of Franchisee's restaurants for which BAMS received from any source authorized by Franchisee. Transaction fees apply to any Transaction for which a processing response is provided by the Database.

Franchisee will pay the Transaction fee corresponding to Tier I during the first Cycle. BAMS may adjust Transaction fees to reflect the Del Taco system's actual Transaction volume in the previous Cycle. If the Del Taco system qualifies for a higher tier (i.e., a lower transaction fee) during any Cycle (other than the initial Cycle following the Start Date), BAMS will adjust Transaction fees beginning the month following the month in which the Del Taco system qualifies for the higher Tier for the remainder of that Cycle.

2. Standard Fees: The standard fees are comprised of the following:

- Recurring fees for each ACH settlement transaction (assessed according to the funds movement frequency that is established according to Del Taco's consortium); and
- Designated Location Fees (which are monthly service charges assessed per Designated Location).

Description	Driver	Price
Settlement Transaction Fee	Per ACH or EFT Transaction	$0.06
Location Fee	Per Location Per Month	$5.00

EXHIBIT B

ACH FORM AND GIFT CARD MERCHANT INFORMATION

(To be inserted)

EXHIBIT K

AGREEMENT TO PARTICIPATE IN THE CERIDIAN PLATFORM

AGREEMENT TO PARTICIPATE IN THE CERIDIAN PLATFORM

This Agreement to Participate in the Ceridian Platform (this "Agreement" or "Contract") is effective this ___ day of _____, 20__ (the "Effective Date") by and between Del Taco, LLC, a California limited liability company (the "Company" or "Del Taco") and _____, a _____ (the "Franchisee" or "You").

WHEREAS, the Company has negotiated and entered into a Master Services Agreement dated December 14, 2018 (including attachments, consisting of, among other things, that certain MSA dated May 31, 2019) (the "MSA") with Ceridian HCM, Inc. ("Ceridian") pursuant to which Ceridian will provide to Del Taco and its franchisees certain software modules and services intended to assist Del Taco and its franchisees in performing certain human resource functions in connection with the operation of their respective businesses (such modules and services to be referred to herein as the "Platform").

WHEREAS, these functions include, among others, payroll, benefits, time and attendance, scheduling, compensation management, performance management, document management, recruiting, dashboards, succession planning, unemployment compensation, employment/salary verification, and education.

WHEREAS, Del Taco and the Franchisee have entered into the Franchise Agreements listed on Exhibit A to this Amendment (the "Franchise Agreements") for the locations specified on Exhibit A (the "Units").

WHEREAS, Del Taco wishes to offer to Franchisee and Franchisee wishes to receive the opportunity to use and receive the benefits of the Platform from Ceridian and to obtain the favorable terms relating thereto and contained in the MSA.

In consideration of the mutual covenants contained herein, the Company and Franchisee agree as follows:

1. PARTICIPATION. PROVIDED FRANCHISEE IS IN FULL COMPLIANCE WITH THE TERMS OF THIS AGREEMENT AND THE FRANCHISE AGREEMENT, DEL TACO SHALL DESIGNATE FRANCHISEE AS AN "AFFILIATE" UNDER THE MSA, THUS MAKING FRANCHISEE ELIGIBLE TO USE AND RECEIVE THE BENEFITS OF THE PLATFORM FROM CERIDIAN IN CONNECTION WITH THE OPERATION OF THE RESTAURANT. FRANCHISEE SHALL ENTER INTO SUCH AGREEMENT(S) AND ORDER FORM(S) AS MAY BE PRESCRIBED BY CERIDIAN AND APPROVED BY DEL TACO FOR FRANCHISEE'S USE OF THE PLATFORM (THE "PLATFORM USAGE AGREEMENT"). FRANCHISEE SHALL UTILIZE THE PLATFORM ONLY THROUGH AND FOR THE OPERATION OF THE RESTAURANT.

2. COMPLIANCE WITH THIS AGREEMENT, FRANCHISE AGREEMENT AND PLATFORM USAGE AGREEMENT. FRANCHISEE SHALL AT ALL TIMES COMPLY WITH THIS AGREEMENT, THE FRANCHISE AGREEMENT, THE PLATFORM USAGE AGREEMENT AND ALL RULES, REGULATIONS, STANDARDS, SPECIFICATIONS AND PROCEDURES DESIGNATED FROM TIME TO TIME BY CERIDIAN IN CONNECTION WITH FRANCHISEE'S USE OF THE PLATFORM, INCLUDING WITHOUT LIMITATION THE CERIDIAN TIME CLOCK AND ALL APPLICATIONS. IN THE EVENT OF A CONFLICT BETWEEN THIS AGREEMENT OR THE FRANCHISE AGREEMENT AND THE PLATFORM USAGE AGREEMENT OR CERIDIAN'S RULES, REGULATIONS, STANDARDS, SPECIFICATIONS OR PROCEDURES WITH RESPECT TO THE PLATFORM, THIS AGREEMENT AND THE FRANCHISE AGREEMENT SHALL CONTROL.

3. DEL TACO PERFORMANCE. Del Taco shall have the right, but not the obligation, to (1) collect any and all fees owing from Franchisee to Ceridian, for transmittal to Ceridian or its designees on behalf of Franchisee, and (2) communicate with Ceridian on behalf of Franchisee regarding the Platform and the Program Usage Agreement. With respect to Section 3.(2) above, Del Taco shall have the right to designate an individual or entity, which may be an employee of Del Taco, to serve as an administrator of the Platform on behalf of Franchisee and/or other franchisees of Del Taco. The administrator shall have such access to Franchisee's computer system, including without limitation all files and data regarding Franchisee's use of the Platform as the administrator deems necessary to perform the functions thereof. Del Taco shall have no fiduciary obligation to Franchisee and shall have the right to exercise its business judgement, as further described in Section 13 below, regarding the exercise of its rights described in this Section.

4. FRANCHISEE PERFORMANCE. Franchisee shall pay such fees to Del Taco in such manner as Del Taco may prescribe, and purchase, lease or otherwise acquire the right to use such equipment, hardware, software and services as Del Taco may prescribe from time to time in order to use the Platform. Franchisee acknowledges and agrees that, as of the Effective Date, such fees include, without limitation, the following:

1. Franchisee shall pay a monthly fee of One Hundred and Nine Dollars and Seventy-Five Cents ($109.75).
2. Franchisee shall purchase from Del Taco a Ceridian Time Clock (wall mounted). The current price thereof is Two Thousand Nine Hundred Ninety-Seven Dollars and Fifty Cents ($2,997.50).
3. Franchisee shall pay to Del Taco an annual maintenance/subscription fee for the Ceridian Time Clock. The current amount of such fee is Five Hundred Seventy-Seven Dollars and Fifty Cents per year ($577.50).
4. Franchisee shall pay to Del Taco a reasonable installation fee for the Ceridian Time Clock.

5. CERIDIAN PERFORMANCE; NO WARRANTIES. FRANCHISEE AGREES AND ACKNOWLEDGES THAT DEL TACO MAKES NO WARRANTIES RELATED TO (I) THE COMPANY OPERATION OF THE PLATFORM (II) CERIDIAN'S PERFORMANCE RELATING TO OR ARISING FROM THE PLATFORM, (III) MERCHANTABILTY, (IV) FITNESS FOR A PARTICULAR PURPOSE, OR (V) NONINFRINGEMENT. FRANCHISEE AGREES AND ACKNOWLEDGES THAT THE COMPANY'S AND CERIDIAN'S EXERCISE OF ANY RIGHTS CONTAINED IN OR GRANTED BY OR THROUGH THE MSA SHALL NOT BE DEEMED TO CONSTITUTE A BREACH OF THIS AGREEMENT OR OTHERWISE RESULT IN ANY LIABILITY TO THE COMPANY. THE COMPANY SHALL HAVE NO OBLIGATION TO EFFECT OR TO ENDEAVOR TO EFFECT CERIDIAN'S PERFORMANCE RELATING TO OR ARISING FROM THE PLATFORM, AND SHALL HAVE THE RIGHT TO AMEND, REVISE, OR WAIVE ANY RIGHTS OR OBLIGATIONS UNDER, AND TERMINATE THE MSA WITHOUT LIABILITY TO FRANCHISEE.

6. DISPUTES WITH CERIDIAN. FRANCHISEE SHALL NOT BRING, INITIATE OR OTHERWISE ASSERT ANY CLAIM, ACTION OR DISPUTE AGAINST CERIDIAN, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS ARISING FROM OR RELATING TO THE PLATFORM OR THE PLATFORM USAGE AGREEMENT. DEL TACO SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO BRING, INITIATE, AND RESOLVE ANY CLAIM, ACTION OR DISPUTE BETWEEN FRANCHISEE AND CERIDIAN OR CERIDIAN'S AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS ON BEHALF OF FRANCHISEE ARISING FROM OR RELATING TO THE PLATFORM AND THE PROGRAM USAGE AGREEMENT. DEL TACO

MAY BRING, INITIATE AND RESOLVE SUCH CLAIM, ACTION OR DISPUTE IN ITS OWN NAME AND/OR ON BEHALF OF ITSELF AND OTHER DEL TACO FRANCHISEES. DEL TACO SHALL HAVE THE RIGHT TO SETTLE ANY SUCH DISPUTE REQUIRING PAYMENT BY FRANCHISEE OF CONSIDERATION VALUED AT UP TO $10,000.00 WITHOUT FRANCHISEE'S PRIOR WRITTEN CONSENT. AFTER UNDERTAKING TO BRING, DEFEND OR RESOLVE ANY CLAIM, ACTION OR DISPUTE DESCRIBED ABOVE, DEL TACO SHALL HAVE THE RIGHT TO WITHDRAW THEREFROM IMMEDIATELY UPON NOTICE TO FRANCHISEE AND WITHOUT LIABILITY TO FRANCHISEE. FRANCHISEE SHALL INDEMNIFY AND REIMBURSE DEL TACO FOR ALL COSTS AND EXPENSES INCURRED IN CONNECTION WITH THIS SECTION 6, INCLUDING WITHOUT LIMITATION, LEGAL FEES AND COURT COSTS. IN ANY CLAIM, ACTION, OR DISPUTE DESCRIBED ABOVE, DEL TACO SHALL HAVE THE RIGHT TO SELECT COUNSEL OF ITS CHOOSING AND TO DIRECT COUNSEL AND TO MAKE ALL OTHER DECISIONS RELATING THERETO AS DEL TACO DEEMS APPROPRIATE. FRANCHISEE SHALL COOPERATE WITH DEL TACO IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION, DELIVERY OF ALL DOCUMENTS, INFORMATION AND MATERIALS REASONABLY REQUESTED BY DEL TACO AND PERMITTING DEL TACO TO INTERVIEW FRANCHISEE'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS. DEL TACO SHALL HAVE NO FIDUCIARY OBLIGATION TO FRANCHISEE AND SHALL HAVE THE RIGHT TO EXERCISE ITS BUSINESS JUDGEMENT, AS FURTHER DESCRIBED IN SECTION 13 BELOW, REGARDING THE EXERCISE OF ITS RIGHTS DESCRIBED IN THIS SECTION 6.

7. TERM AND TERMINATION.

a) Term. This Agreement shall commence on the Effective Date and continue until terminated in accordance with this Section 7. Notwithstanding the above, this Agreement shall terminate immediately upon termination or expiration of (i) the Franchise Agreement, (ii) the MSA, or (iii) Del Taco's right to use the Platform, or (iv) Del Taco's right to designate Franchisee as an "Affiliate" pursuant to the MSA for Franchisee's use of the Platform.

b) Termination for Cause. The Company shall have the right to terminate this Contract or Franchisee's participation in the Platform immediately for a material breach of this Contract, provided such material breach is not cured within thirty (30) days after written notice of the breach or such material breach is incurable. Termination shall not constitute an election of remedies.

c) Termination for Convenience. The Company may terminate this Contract by giving sixty (60) days' written notice to Franchisee. Franchisee may terminate the Contract by giving one hundred fifty (150) days' written notice to C. In the event the Company issues a sixty (60) day written notice of termination and prior to the expiration of the 60th day the Company becomes aware of facts indicating Franchisee breached these terms and conditions, the Company may accelerate the effective date of the termination and exercise its right to terminate this Contract immediately.

d) Franchisee's Requirements upon Termination. In the event of a termination under this Section for any reason, Franchisee shall:

i. Immediately cease to use or access the Platform.

ii. Remain liable for all obligations to Ceridian occurring prior to the termination and resulting from the termination.

iii. Return to Ceridian, within five (5) days of termination, any and all property of Ceridian in Franchisee's possession or control.

iv. Comply with all its post-termination obligations of the Program Usage Agreement.

e) Cross Default. Franchisee's breach of this Contract resulting in its termination for cause pursuant to Section 7.b) hereof shall constitute a breach of the Franchise Agreement, for which Company may, among other things, immediately terminate the Franchise Agreement without providing Franchisee an opportunity to cure.

8. NO JOINT EMPLOYMENT. Franchisee is solely responsible for all employment decisions and functions of the Restaurant including those related to hiring, firing, training, compliance with wage and hour requirements, personnel policies, scheduling, benefits, recordkeeping, supervision, and discipline of employees, regardless of Franchisee's use of the Platform or whether Franchisee receives advice from Del Taco on these subjects. Franchisee acknowledges and agrees that all personnel decisions, including hiring, firing, disciplining, compensation, benefits, and scheduling, shall be made by Franchisee, without any influence or advice from Del Taco, and such decisions and actions shall not be, nor be deemed to be, a decision or action of Del Taco. Further, it is the intention of the parties to this Agreement that Del Taco shall not be deemed a joint employer with Franchisee for any reason. If Del Taco incurs any cost, loss, or damage as a result of any actions or omissions of Franchisee or Franchisee's employees, including any that relate to any party making a finding of any joint employer status, Franchisee will fully indemnify Del Taco for such loss.

9. GOVERNING LAW AND DISPUTE RESOLUTION. The governing law and dispute resolution provisions of the Franchise Agreement (i.e., Section 17 of the Franchise Agreement) shall apply to this Agreement and all disputes and claims relating to or arising under this Agreement and the relationship of the parties hereto and are expressly incorporated herein by reference.

10. SEVERABILITY. If any of the provisions of this Agreement may be construed in more than one way, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning which renders it valid and enforceable. The language of all provisions of this Agreement shall be construed according to its fair meaning and not strictly against any party. In the event any court or other government authority shall determine that any provision in this Agreement is not enforceable as written, the parties agree that the provision shall be amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect. If any provision in this Agreement is held invalid or otherwise unenforceable by any court or other government authority or in any other proceeding, such findings shall not invalidate the remainder of the agreement unless in Del Taco's reasonable opinion the effect of such determination has the effect of frustrating the purpose of this Agreement, whereupon Del Taco shall have the right by notice in writing to Franchisee to immediately terminate this Agreement.

11. INDEMNIFICATION. Franchisee shall, to the fullest extent permissible under applicable law, indemnify and hold Del Taco and its affiliates, and each of Del Taco's respective officers, directors, shareholders, employees, and agents harmless against any and all claims, obligations, and damages arising directly or indirectly from, as a result of, or in connection with this Agreement, the Program Usage Agreement, Franchisee's use of the Platform, Franchisee and its employees', agents' and vendors' actions and inaction, or Franchisee's breach of this Agreement, including those alleged to be caused by Del Taco's negligence, as well as the costs, including attorneys' fees, costs, and expenses (and interest on such fees, costs, and expenses), of defending against them, unless (and then only to the extent that) the claims, obligations, and damages are determined to be caused solely by Del Taco's gross negligence or willful misconduct according to a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction. In the event Del Taco incurs any costs or expenses, including legal fees (including attorneys'

fees, costs, and expenses (and interest on such fees, costs, and expenses)), travel expenses, and other charges, in connection with any proceeding involving Franchisee in which Del Taco is not a party, Franchisee shall reimburse Del Taco for all such costs and expenses promptly upon presentation of invoices. Franchisee acknowledges and agrees that Franchisee's indemnification and hold harmless obligations under this Section 11 shall survive the termination or expiration of this Agreement

12. MISCELLANEOUS. The terms and provisions contained herein which by their terms or reasonable implication are intended to survive the termination of this Agreement shall remain effective. Failure to enforce any provision of this Agreement will not constitute a waiver.

13. BUSINESS JUDGMENT. Franchisee understands and agrees that Del Taco may exercise any rights and authority described herein, including, without limitation those described in Sections 3 and 6 hereof, in any manner that is not expressly and specifically prohibited by this Agreement. Whenever Del Taco has expressly reserved in this Agreement or is deemed to have a right and/or discretion to take or withhold an action, or to grant or decline to grant Franchisee a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, Del Taco may make such decision or exercise its right and/or discretion on the basis of its judgment of what is in Del Taco's best interests, including Del Taco's judgment of what is in the best interests of the franchise network, at the time Del Taco's decision is made or Del Taco's right or discretion is exercised, without regard to whether: (1) other reasonable alternative decisions or actions, or even arguably preferable alternative decisions or actions, could have been made by Del Taco; (2) Del Taco's decision or the action taken promotes Del Taco's financial or other individual interest; (3) Del Taco's decision or the action it takes applies differently to Franchisee and one or more other franchisees or Del Taco company-owned or affiliate-owned operations; or (4) Del Taco's decision or the exercise of its right or discretion is adverse to Franchisee's interests. In the absence of an applicable statute, Del Taco will have no liability to Franchisee for any such decision or action. Del Taco and Franchisee intend that the exercise of Del Taco's right or discretion will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, Del Taco and Franchisee agree that such covenant shall not imply any rights or obligations that are inconsistent with the express wording of the terms of this Agreement and that this Agreement grants Del Taco the right to make decisions, take actions and/or refrain from taking actions not inconsistent with Franchisee's rights and obligations hereunder.

14. MODIFICATION, AMENDMENT AND WAIVER. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless same shall be in writing and mutually executed by the Company and Franchisee.

15. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto. There are no other oral or written understandings or agreements between the Company and Franchisee relating to the subject matter of this Agreement.

16. COUNTERPARTS. This Agreement may be executed in counterparts.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company and Franchisee have caused this Agreement to be executed as of the Effective Date by their authorized representatives.

Del Taco LLC

By: _____
Jack Tang, Vice President, General Counsel

Dated: _____

[**Franchisee**]

By: _____
Name: _____
Its: _____

Dated: _____

EXHIBIT A TO AGREEMENT TO PARTICIPATE IN THE CERIDIAN PLATFORM

Unit No.	Address	Date of Franchise Agreement	Bank Name	Bank Acc #	Bank Routing #

EXHIBIT L

NON-DISCLOSURE AGREEMENT

DEL TACO NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into on the_____day of _____, 20_____, between Del Taco, LLC, a California limited liability company, having its principal place of business at 25521 Commercentre Drive, Suite 150, Lake Forest, California 92630 ("Del Taco"); and _____,a _____corporation, having its principal place of business at _____ ("Prospective Franchisee") (collectively, "Parties").

WHEREAS, Del Taco is the owner of certain proprietary and confidential information, which may include but is not limited to financial data, operating procedures, marketing information, business strategies (hereinafter referred to as "Proprietary Information");

WHEREAS, Prospective Franchisee is interested in having access to such Proprietary Information for the purpose of determining whether it is interested in entering into a franchising relationship;

NOW THEREFORE, considering the following premises, and intending to be legally bound thereby, it is agreed as follows:

1. Prospective Franchisee will keep confidential the Proprietary Information that may be disclosed to it orally or in writing.

2. Proprietary Information may be disclosed by the Prospective Franchisee only to those of its employees, agents and consultants who need to know such Proprietary Information for the purpose described above, who have been informed of the confidential nature of such information, and who are obligated to maintain such information in confidence.

3. Prospective Franchisee will not disclose such Proprietary Information to any third party without the prior written consent of Del Taco.

4. Prospective Franchisee will not use such Proprietary Information for any purpose other than the purpose for which disclosed.

5. All tangible Proprietary Information furnished by Del Taco shall be subject to repossession by Del Taco at any reasonable time upon request, and at all times while in the possession of the receiving party shall be segregated and physically identified as Del Taco's property. All documents and other tangible expressions of the Proprietary Information shall be returned to Del Taco or be destroyed, if so instructed in writing by Del Taco.

6. Proprietary Information shall not include, and the obligations set forth above shall not apply to, information which:

    a. Was known to Prospective Franchisee prior to any disclosure by Del Taco;

    b. Is or shall become public information through no breach of this Agreement;

    c. Is received by Prospective Franchisee from a third party having no secrecy obligation to Del Taco with respect to such disclosed information; or

    d. Subsequently is developed, as evidenced by written documentation, by an employee, agent, or representative of Prospective Franchisee to whom Proprietary Information has not been divulged.

7. If Prospective Franchisee is requested or required to disclose Proprietary Information pursuant to a subpoena or an order of a court or governmental agency, it shall:

    a. Promptly notify Del Taco of the existence, terms and circumstances surrounding the governmental request or requirement;

DEL TACO NON-DISCLOSURE AGREEMENT

b. Consult with Del Taco on the advisability of taking steps to resist or narrow the request;

c. Cooperate with Del Taco in its efforts to obtain an order or other reliable assurance that confidential treatment be accorded to that portion of the Proprietary Information that is required to be disclosed; and

d. If disclosure of Proprietary Information is required, furnish only such portion of the Proprietary Information as Prospective Franchisee is advised by its counsel is legally required to be disclosed.

8. Should any provision of the present Agreement be declared unenforceable for any reason or found contrary to any federal or state statue, said provision will automatically cease to be a part of this Agreement without affecting any other provision or obligation thereof.

9. The waiver of any breach of non-enforcement of any provision of this Agreement shall not be construed to constitute a waiver of any other breach or provisions of this or any other Agreement.

10. This Agreement shall not be construed as a partnership, joint venture or other such arrangement (other than the parties hereto agree that this Agreement is for the purpose of protecting Proprietary Information only).

11. Del Taco has no obligation to supply Proprietary Information hereunder.

12. Nothing in this Agreement shall be deemed to grant a license directly, by implication, by estoppel, or otherwise to any Proprietary Information disclosed pursuant to this Agreement.

13. This Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflicts of law thereof. Each of the parties hereto submits itself hereby to the exclusive jurisdiction of the state or federal courts in the State of California, and waives any objection (on the grounds of lack of jurisdiction or forum non conveniens, or otherwise) to the exercise of such jurisdiction over it by any state or federal court in the State of California. Lake Forest, California shall be the sole venue for any legal action arising hereunder.

14. In the event any action at law or in equity is brought by either party to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs of suit.

15. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior and subsequent Agreements or understanding, oral or in writing, between the parties hereto in connection with the subject matter hereof. In the event of any conflict between this Agreement and any other agreement between the parties hereto, this Agreement shall control.

Each of the parties signing below on behalf of a legal entity represents that he/she is duly authorized to bind and obligate that entity to the terms of this Agreement.

PROSPECTIVE FRANCHISEE	**DEL TACO, LLC**
Print name:_____	Print name:_____
Signature:	Signature:
Title: _____	Title: _____
Date: _____	Date: _____

© 2023 Del Taco LLC

EXHIBIT M

FORM OF ASSET PURCHASE AGREEMENT

PURCHASE AGREEMENT

This Purchase Agreement (which together with the Exhibits attached hereto and other documents incorporated herein by reference, is referred to as the "Agreement") is entered into as of _____, ____, between DEL TACO LLC, a California limited liability company (“Del Taco” or "Seller"), whose address is 25521 Commercentre Drive, Suite 150, Lake Forest, CA 92630 and [ ], a [ ] limited liability company, whose address is _____ (“Buyer"). The parties agree that Buyer will purchase the Locations according to the terms of this Agreement.

RECITALS

Seller is the owner of the Del Taco restaurant businesses identified in Schedule 1 attached hereto and incorporated herein by this reference (sometimes collectively referred to herein as the "Location(s)"). Buyers desire to become franchisee for each of the Locations under Franchise Agreements with Seller (or an affiliated entity) and tenant under Subleases with Seller for each of the Locations.

This Agreement sets forth the terms upon which: (i) Seller will sell and Buyer will purchase all of the assets of the businesses operated at the Locations, except as specifically excluded herein; and (ii) Seller (or an affiliated entity, as appropriate) and Buyers will enter into a Franchise Agreement and a Subease for each of the Locations, as described herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Buyer and Seller agree as follows:

1. INCORPORATION OF RECITALS

The above recitals are incorporated as terms of this Agreement as though fully set forth hereafter.

2. PURCHASE OF ASSETS

Upon the terms and subject to the conditions set forth in this Agreement, Seller and Buyer agree that at the “Closing” (as defined below):

A. Seller shall sell and convey and Buyer shall purchase:

(i) All furniture, fixtures, equipment, small wares, replacements and other personal property (the "Business Assets") which are owned by Seller and present at the Locations on the “Closing Date” (as defined below).

(ii) Wholesome food, paper goods and supplies (the "Additional Assets") which are present at the Locations on the Closing Date, all as determined by the inventory described in Section 6 of this Agreement.

(iii) The cash in the restaurant change drawers and other petty cash at the Locations on the Closing Date (the "Stand Bank").

(iv) The items described in subparagraphs (i), (ii) and (iii) above shall be collectively referred to hereafter as the "Assets.”

B. Seller (or an affiliated entity, as appropriate) and Buyer shall execute a Franchise Agreement and a Sublease for each of the Locations, the provisions of which shall be consistent with Seller's current Franchise Disclosure Document ("FDD"), which shall be guaranteed by all of the "Owners" of Buyer (as defined in the Franchise Agreement). The marketing and royalty fees under the Franchise Agreements, the term of each of the Franchise Agreements and Subleases, and the rents payable under the Subleases for each of the Locations shall be as set forth in Schedule 2, attached hereto and incorporated herein by this reference. In addition to fixed minimum rents, Buyer will be responsible for any percentage rent payable under any Master Lease, as well as for all other charges payable under the Master Lease(s), including without limitation, all CAM charges, property taxes, and any other miscellaneous fees or charges. Buyer agrees and acknowledges that the fixed minimum rent payable under the Subleases for all of the Locations will be increased from time to time in accordance with the provisions thereof to reflect increases payable by Seller pursuant to the Master Lease for each of the Locations.

C. Buyer shall execute and deliver to Seller one or more Releases in a form acceptable to Seller, in its sole discretion ("Release(s)").

D. Buyer and Seller agree and acknowledge that Seller shall sell, transfer and convey to Buyer the entire restaurant businesses operated at the Locations. Seller will terminate the employment of Seller's employees at the Locations contemporaneously with or immediately prior to the Closing. Buyer does not assume, and Seller shall be fully responsible for the payment of any wages, bonuses, severance or other benefits related to any of its employees (including any disability, earned or accrued but unpaid vacation or paid time off, or workers compensation obligations) or payable upon the termination of any of its employees, including any employees offered employment by Buyer who fail to accept such employment offer. Buyer will not be obligated to hire Seller's employees, and Buyer will tender "at will" employment to those of Seller's former employees that Buyer elects to hire, effective as soon as feasible after the applicable Closing. Buyer will be responsible for and assume any and all liability relating to post-Closing employment of any of the employees at the Locations hired by Buyer.

E. Buyer agrees and acknowledges that Buyer shall be obligated to comply at all times with the provisions of Section 5.1. of the Franchise Agreement for each of the Locations. Such section requires, among other things, (a) that the Locations be kept in good condition and in conformity with the "System" (as defined therein), and (b) that Buyer make any improvements and alterations as may be determined by Del Taco to be necessary.

F. Buyer acknowledges that Del Taco shall have the right to terminate the Franchise Agreement and Sublease for any of the Locations as of the expiration of the current term of the Master Lease(s), or as of the expiration of any extension of such term, upon written notice to Buyer; provided, however, that following receipt of any such notice from Del Taco, if Buyer desires to remain at the subject Location(s), Buyer will be permitted to contact the master landlord(s) and negotiate terms directly with such master landlord(s), with the condition that Del Taco will be released from any and all lease obligations and/or guarantees with respect to the subject Location(s).

3. PURCHASE PRICE; OTHER PAYMENTS

A. The purchase price for the Assets ("Purchase Price") shall be the sum of the amounts described in sections (i) and (ii) below:

(i) Subject to the credits and other adjustments described in this Agreement, Buyer shall pay to Seller _____ ($) for the Business Assets, payable at the Closing, subject to adjustment as described in this Agreement. No more than 5

days following the execution of this Agreement, Buyer shall deposit _____ ($) in Escrow.

(ii) Buyer agrees and acknowledges that as a condition to Seller agreeing to sell the Locations to Buyer, at the Closing Buyer shall pay at least the sum of the Sales Taxes and any closing costs or prorations that are the responsibility of Buyer, from personal sources other than from any financing secured by the Assets, the Locations or any other Del Taco restaurant businesses operated by Buyer, and which shall be immediately available at the Closing.

(iii) In consideration of the purchase by Buyer of the Additional Assets and the Stand Bank for each of the Locations, within 3 days after receipt of a billing from Seller, for each of the Locations, Buyer shall pay to Seller the sum of: (a) an amount equal to Del Taco's current price to Franchisees who buy from Del Taco for food and packaging, and (b) an amount equal to the Stand Bank.

(iv) Buyer shall also pay _____ ($) in development deposits for the development of _____ ( ) additional Del Taco restaurants.

B. Buyer may operate the restaurants under Del Taco permits on the Closing Date if allowed by the municipality. Within ninety (90) days of transfer or earlier as required by municipalities, Buyer shall be responsible for obtaining/transferring all required licenses and permits into Buyer's name, as well as for the payment of any and all application, licensing, transfer or connection fees and costs associated with Buyer's acquisition of the Assets and subsequent operation of the Locations.

C. Buyer acknowledges and agrees Buyer must understand city, county, state, and federal laws, rules, regulations and code requirements (collectively, "Laws") applicable to the Locations, and that certain Laws may have been grandfathered for Del Taco, but will not apply to the new owner upon transfer of the Locations. Buyer will be responsible for determining if additional work and/or equipment may be required in order for the Locations to comply with all applicable Laws, and for the costs of any required modifications to the equipment, kitchen design, and/or facility at any of the Locations. Buyer acknowledges and agrees further that city code inspections (health inspectors and other city inspection authorities) will occur either before or after the Closing Date (depending on the municipality). Inspections are required for Buyer to receive a certificate of occupancy and other applicable permits (including but not limited to health permits) to operate the Locations.

D. Rents, taxes and other charges due under the Subleases shall be prorated through Escrow as of the Closing Date.

E. Prior to the Closing, Buyer shall execute and deliver to Seller an Authorization for Direct Deposit Withdrawal, as required by the Franchise Agreements.

4. ESCROW

This transaction shall be conducted insofar as is necessary to effectuate its purpose through one or more escrows to be opened with an escrow company to be selected by Del Taco, in its reasonable discretion (the "Escrow(s)"). The parties agree to execute such escrow instructions (the "Escrow Instructions") as may be necessary or appropriate to effect the purpose and intent hereof and that this Agreement shall be attached to the Escrow Instructions as an exhibit and shall remain in full force and effect; provided, however, that in the event of any inconsistency between the provisions of the Agreement and the Escrow Instructions, the provisions of this Agreement shall govern. All costs of the escrow shall

be borne equally by Buyer and Seller. Buyer shall pay any sales, use and other taxes which may arise as a result of this transaction.

5. CLOSING; CONDITIONS TO SELLER'S OBLIGATIONS

A. Provided all the terms and contingencies and conditions of this Agreement have been fulfilled or waived in writing this transaction shall be completed through a closing ("Closing") on or before _____, 2024 ("Closing Date")."

B. The following shall constitute conditions precedent to Seller's obligations under this Agreement. Seller shall determine, in its sole discretion, whether such conditions have been satisfied as of the Closing Date. In the event Seller does not waive any of the conditions set forth below prior to the Closing Date, this Agreement shall terminate, and the parties shall have no further obligations hereunder.

(i) Seller shall have reviewed and approved Buyer's loan term sheets and(or) commitment letters, and such other information as may be reasonably requested by Seller, in its sole discretion, to determine Buyer's ability to obtain financing sufficient to complete the transaction contemplated in this Agreement. Buyer shall cooperate with Seller in connection with the foregoing condition by promptly providing to Seller any and all such documents and information requested by Seller.

(ii) The terms and provisions of this transaction shall have been approved by Seller's executive management.

(iii) Seller shall have reviewed and approved Buyer's financial status and liquidity, including, without limitation, Buyer's bank statements, financial statements, loan term sheets and(or) commitment letters, and such other information as may be requested by Seller, in its sole discretion, to determine Buyer's financial capability to complete the transaction contemplated in this Agreement. Buyer shall cooperate with Seller in connection with the foregoing condition by promptly providing to Seller any and all such documents and information requested by Seller.

C. As an additional condition precedent for the Closing, prior to the Closing Date the parties shall have received the written consent to sublease each of the Locations from any third party where consent is required under any lease for a Location. Buyer shall be responsible for any reimbursements or payments due to any third parties in connection with obtaining any required consents.

D. Buyer acknowledges the Assets include the training tablets at the Locations. Buyer will be responsible for following Del Taco systems and processes to activate and maintain tablets for restaurant-level employees at the Locations. Any costs arising from Buyer not following Del Taco processes for activating the tablets will be Buyer's responsibility. Any additional tablet purchases for above-restaurant level employees will be Buyer's responsibility.

6. INVENTORIES OF PERSONAL PROPERTY

Prior to the Closing Date, persons designated by Buyer and Seller shall jointly conduct an inventory of the Business Assets and Additional Assets at the Locations, which inventory shall be conducted in a manner to be agreed upon by the parties. The final inventory for each Location shall be

initialed by those representatives designated by Buyer and Seller and shall be attached to the Bills of Sale described below.

7. AS-IS PURCHASE

BUYER AGREES TO PURCHASE THE LOCATIONS AND BUSINESS ASSETS "AS IS" AND "WHERE IS" WITH ALL FAULTS, AS DESCRIBED BELOW, PROVIDED THAT: (A) DEL TACO WARRANTS AND REPREESENTS THAT THE BUSINESS ASSETS ARE IN WORKING CONDITION. IF ANY OF THE BUSINESS ASSETS ARE IN NEED OF REPAIR, SELLER WILL DELIVER A LIST OF SUCH ITEMS TO THE BUYER AND A SCHEDULE BY WHICH SUCH ITEMS WILL BE REPAIRED.

AT CLOSING, BUYER SHALL ACCEPT THE ASSETS AND THE LOCATIONS IN THEIR EXISTING "AS-IS" AND "WHERE IS" WITH ALL FAULTS CONDITION, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY SELLER, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) VALUE OF THE ASSETS; (II) THE INCOME TO BE DERIVED FROM THE LOCATIONS; (III) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE ASSETS OR THE LOCATIONS; (IV) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE ASSETS OR THE LOCATIONS; (V) THE NATURE, QUALITY OR CONDITION OF THE ASSETS OR THE LOCATIONS; (VI) THE COMPLIANCE OF OR BY THE LOCATIONS WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (VII) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE LOCATIONS; (VIII) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS; (IX) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE LOCATIONS; (X) THE CONTENT, COMPLETENESS OR ACCURACY OF ANY DUE DILIGENCE MATERIALS PROVIDED TO BUYER; (XI) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE LOCATIONS, INCLUDING ANY PLANS AND SPECIFICATIONS THAT MAY HAVE BEEN OR MAY BE PROVIDED TO BUYER; (XII) THE CONFORMITY OF THE LOCATIONS TO PAST, CURRENT OR FUTURE APPLICABLE ZONING OR BUILDING REQUIREMENTS; (XIII) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE LOCATIONS; (XIV) THE CONDITIONS OF THE LOCATIONS FROM ANY CAUSE WHATSOEVER AS IT RELATES TO SICK BUILDING SYNDROME, HUMIDITY, ATMOSPHERIC CONDITIONS, MOISTURE, DRYNESS, ALLERGENS, MOLD, MILDEW, OR ANY PARTICLE, ORGANISMS OR OTHER CONDITIONS OR SUBSTANCES THAT MAY CAUSE REACTIONS, SICKNESS, PERSONAL INJURY OR ANY OTHER DAMAGE OR LOSS; OR (XV) WITH RESPECT TO ANY OTHER MATTER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE LOCATIONS AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS, AND THAT SELLER HAS NO OBLIGATIONS TO MAKE REPAIRS, REPLACEMENTS OR IMPROVEMENTS EXCEPT AS MAY OTHERWISE BE EXPRESSLY STATED HEREIN. IN ADDITION TO THE FOREGOING, BUYER WAIVES ANY RIGHTS AGAINST SELLER AND EXPRESSLY RELEASES SELLER FROM ANY LIABILITY WITH RESPECT TO ANY ADA COMPLIANCE ISSUES AT THE

LOCATIONS, AND BUYER ACKNOWLEDGES AND AGREES THAT BUYER SHALL BE RESPONSIBLE, AT ITS SOLE COST AND EXPENSE, FOR ANY WORK NECESSARY TO BRING THE LOCATIONS INTO COMPLIANCE WITH ANY AND ALL ADA REQUIREMENTS.

BY INITIALING BELOW, BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS PURCHASING THE ASSETS AND ACCEPTING THE LOCATIONS "AS IS" AND "WHERE IS" AS DESCRIBED HEREIN.

_____

BUYER'S INITIALS

8. DAMAGE TO IMPROVEMENTS

If the improvements or Business Assets at any of the Locations are destroyed or materially damaged prior to the Closing Date, then, at the option of Buyer, Buyer may (i) terminate this Agreement as to the affected Location(s), or (ii) elect to complete the transaction, in which event Buyer shall be entitled to receive all proceeds of insurance payable on account of such destroyed or damaged property.

9. INDEMNIFICATION

A. Seller hereby indemnifies and agrees to hold harmless Buyer from and against any and all indebtedness, liabilities, losses, costs, expenses, damages, deficiencies and claims, including without limitation attorneys' fees, court costs and all costs of investigation, defense and payment of any claim, arising out of or resulting from the conduct of Sellers or any of them or contracts by Sellers or any of them in connection with the Assets, Locations or the operation of the restaurant business thereat prior to the Closing Date.

B. Buyer hereby indemnifies and agrees to hold harmless Sellers and each of them from and against any and all indebtedness, liabilities, losses, costs, expenses, damages, deficiencies and claims including without limitation attorneys' fees, court costs and all costs of investigation, defense and payment of any claim, arising out of or resulting from the conduct of or contracts by Buyer in connection with the Locations or the operation of the restaurant business thereat after the Closing Date; provided, however, that Buyer's indemnification hereunder shall not cover any liabilities arising from Seller's sole negligence.

10. DELIVERY UPON EXECUTION

Prior to the Closing Date, Seller will deliver to Buyer the following with respect to the subject Locations:

A. Franchise Agreements and guaranties thereof;

B. Subleases and guaranties thereof, with Landlord Interest Addendums attached, if appropriate;

C. Copy of the Master Leases affecting the Locations, if any; and

D. Most recent title information in Seller's possession.

11. DELIVERIES AT CLOSING

A. On or prior to the Closing Date, Buyer and Seller will deliver to Escrow the following for each Location, as applicable:

(i) Fully executed Franchise Agreements and guaranties thereof in the form approved by Seller.

(ii) Fully executed Subleases and guaranties thereof, with Landlord Interest Addendums attached, if appropriate, in the form approved by Seller.

(iii) Executed Bill of Sale.

(iv) Fully executed Release(s).

(v) Such other documents as are contemplated by this Agreement or as may be necessary or appropriate to carry out the purpose and intent hereof.

B. At least one business day prior to the Closing Date, Buyer will deliver to Escrow immediately available funds in the amount of the Purchase Price payable at the Closing, the applicable Franchise Fees, plus Buyer's portion of any closing costs hereunder.

12. REPRESENTATIONS AND WARRANTIES; SELLER'S PRE-CLOSING OBLIGATIONS

A. Seller hereby represents, warrants and agrees:

(i) Seller, as of the Closing Date, shall be the owner of the Business Assets and the Additional Assets at each of the Locations.

(ii) To the best of Seller's knowledge, no condemnation or eminent domain proceedings affecting the Locations have been commenced or are contemplated, except as may be disclosed in writing to Buyer.

(iii) There are no oral or written leases affecting the Locations except as disclosed in writing to Buyer and Seller hereby agrees to and shall, deliver to buyer, on the Closing Date, exclusive possession of the Locations.

B. Seller covenants and agrees that prior to the Closing Date Seller shall continue to operate the Locations in good faith and in accordance with Seller's standard operating procedures for Seller's company restaurants.

13. DEFAULT

In the event that Escrow fails to close as a result of a breach or non-performance by either party, the non-breaching party shall have all rights and remedies available under this Agreement, at law or in equity, including, without limitation, the right to seek damages and(or) specific performance.

14. MISCELLANEOUS

A. All understandings and agreements heretofore had or made between the parties hereto concerning the matters herein specified are merged in this Agreement, which, alone, fully and completely expresses their agreement relating to the subject matter hereof.

B. This Agreement shall not be modified or amended except by a writing signed by each party.

C. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs and respective successors and assigns.

D. This Agreement shall be governed by the laws of the State of California.

E. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

F. Buyer may not assign this contract or any of its rights and obligation hereunder.

G. To the extent this Agreement contains provisions which set forth covenants and(or) obligations to be performed following the Closing Date, such provisions, and the covenants and obligations described therein, shall survive and be enforceable following the Closing.

15. NOTICES

All notices, consents, approvals or other instruments required or permitted to be given by either party shall be in writing and shall be deemed to have been properly given if sent by registered, or certified mail, return receipt requested, Federal Express (including Federal Express Zap Mail Service), Airborne, Emery, DHL, Express Mail, or by other recognized overnight courier service, postage and other charges prepaid to the parties at the addresses set forth in the first paragraph hereof or to such other address as either party may specify by written notice given in accordance with this paragraph.

16. ACKNOWLEDGMENT OF RECEIPT OF FDD

By execution hereof, each of the parties constituting Buyer hereunder represents and warrants that (a) they have received Seller's current FDD and all Exhibits thereto at the earlier of the first personal meeting with Del Taco personnel regarding the transition which is the subject of this Agreement or fourteen (14) days or more prior to the execution hereof or payment of any fee in connection herewith; (b) they have had full opportunity to be advised of the terms and conditions of this Agreement and the Exhibits hereto by counsel of their own choosing prior to the execution hereof; and (c) they are executing this Agreement after having made such investigations of Seller and its operations as they desire.

17. SALES TAX ON PERSONAL PROPERTY

Seller shall collect from Buyer through escrow all sales tax in connection with this transaction on the personal property located at the Location ("Sales Tax(es)"), which the parties estimate to be as follows:

Site No.	Sales Tax

Following the Closing Date, in the normal course of Sellers' business, Seller shall be responsible for the payment of the sales tax on personal property to the appropriate taxing authority.

18. COSTS AND EXPENSES

Except as herein provided, each party hereto shall be responsible for their own costs and expenses for any due diligence costs and expenses, sales taxes or attorneys fees, if any, attendant to this transaction.

Dated this __ day of _____, 2026.

SELLER:

DEL TACO LLC, a California limited liability company

By:_____

Its:_____

Dated this __ day of _____, 2026.

BUYER:

By:_____

Print Name:_____

Its:_____

By:_____

Print Name:_____

Its:_____

SCHEDULE 1

SCHEDULE 2

EXHIBIT N

FORM OF SUBLEASE

FRANCHISE SUBLEASE

Between

Del Taco LLC,
a California limited liability company
(Sublandlord)

and

_____
_____
(Subtenant)

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Exhibit "A" **Legal Description**
Exhibit "B" **Form of Guaranty**
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FRANCHISE SUBLEASE

THIS FRANCHISE SUBLEASE ("Sublease") is dated _____, 20___, and is between Del Taco LLC, a California limited liability company ("Sublandlord") and _____ ("Subtenant").

W I T N E S S E T H:

Whereas, Sublandlord is the tenant under that certain Lease Agreement dated _____, with _____ ("Master Landlord"), as amended by that certain _____ (collectively, the "Master Lease"), attached as Exhibit "C" to this Sublease;

Whereas, Sublandlord, as franchisor, and Subtenant, as franchisee, are parties to that certain Franchise Agreement dated _____, 20___ (the "Franchise Agreement").

Whereas, Sublandlord wishes to sublease the real property covered by the Master Lease to Subtenant for purposes of operating a restaurant business under the terms of the Franchise Agreement.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which each of the parties hereby acknowledge, Sublandlord and Subtenant hereby agree as follows:

1. Property.

Sublandlord hereby subleases to Subtenant and Subtenant hereby subleases from Sublandlord that certain real property (including all improvements from time to time located on the real property), situated in the City of _____, _____ County, State of _____, having a street address of _____; and more particularly described on Exhibit "A" to this Sublease (the "Demised Premises"). The Property comprises a land area of approximately _____ square feet.

2. Improvements.

The Building located on the Demised Premises, consists of approximately _____ square feet, with related improvements, including a drive-thru lane (individually, the "Improvement" and, collectively, the "Improvements"). For the sake of convenience, this Sublease shall refer to the Property and the Improvements as the "Demised Premises." Concurrently with this Sublease, Subtenant, under separate agreement with Sublandlord has purchased the furniture, fixtures, and equipment (the "FF&E") currently existing on the Demised Premises. Accordingly, the FF&E is deemed Subtenant's personal property.

3. Master Lease.

This Sublease is subject to the Master Lease which is incorporated into and made a part of this Sublease. Subtenant shall perform all the terms of the Master Lease as if Subtenant was the original tenant under the Master Lease and Sublandlord was the original landlord under the Master Lease, except and only to the extent that this Sublease expressly provides otherwise. Subtenant shall not do or fail to do anything that will create a breach by Sublandlord under the Master Lease. In such event, Sublandlord will have all applicable rights and remedies against Subtenant that Master Landlord has with respect to Sublandlord under the Master Lease.

4. Commencement Date.

The term of this Sublease shall commence _____ (the "Commencement Date") and expire on _____. Subtenant shall have possession of the Demised Premises upon i) full execution

of this Sublease; and ii) the appropriate insurance certificates as provided for in the Master Lease with Sublandlord also shown as additional insured, all on or before _____.

5. Rent.

From the Commencement Date through _____, Subtenant shall pay to Sublandlord monthly rent for the Demised Premises in the amount of $_____per annum or the current rent to be paid by Sublandlord to Master Landlord under the Master Lease (the "Base Rental"), in advance on the first day of each calendar month, which Base Rental and Additional Rent will be paid by way of monthly draws (as determined by Sublandlord) made to Sublandlord upon the same terms specified in paragraph 4(c) and Exhibit B to the Franchise Agreement. During the term of this Sublease, Subtenant shall be liable for and shall pay by way of the above-described draws, any and all financial obligations required of the tenant under the Master Lease, including but not limited to all taxes, insurance, and common area maintenance fees (if any) ("Additional Rent"). All utilities and all other costs not noted here but associated with the Demised Premises, shall be paid directly to the appropriate entity by Subtenant.

Subtenant acknowledges that the late payment of Base Rental, or any other sums due to Sublandlord under this Sublease will cause Sublandlord to incur costs not contemplated by this Sublease, the exact amount of which Sublandlord is not capable of determining. Accordingly, if any installment of Base Rental, or other sums due under this Sublease shall not be received by Sublandlord on or before the first of each month, Sublandlord may assess and Subtenant shall pay to Sublandlord a late charge equal to five percent (5%) of such overdue Base Rental, and or other sums (the "Late Charge") upon demand.

6. Adjustment of Rent.

Base Rental and Additional Rent shall be adjusted in accordance with the schedule and terms provided in the Master Lease. (Note - Add Adjustment agreed upon by the parties).

7. Percentage Rent.

In addition to the Base Rental, Subtenant shall pay Sublandlord all percentage rent that Sublandlord must pay under the Master Lease during the term of this Sublease. In addition, Subtenant shall complete all reporting requirements pursuant to the Master Lease at least 10 days prior to the time for Sublandlord to provide those items in the Master Lease.

8. Use of Demised Premises.

Notwithstanding the provisions of the Master Lease to the contrary, Subtenant shall use and occupy the Demised Premises only for the operation of a restaurant business under the Franchise Agreement relating to the Demised Premises and for no other purpose or purposes without Sublandlord's written consent. Subtenant shall comply with all applicable laws, rules, regulations and ordinances of every governmental body or agency whose authority extends to the Demised Premises or to any business conducted on the Demised Premises.

9. Conflict with Provisions of Franchise Agreement.

If any provision of this Sublease conflicts with the Franchise Agreement, the Franchise Agreement shall control. If the Franchise Agreement terminates or expires prior to the termination or expiration of this Sublease, this Sublease shall terminate concurrently with the termination or expiration of the Franchise Agreement.

10. Communications with Master Landlord.

Except as otherwise expressly directed by Sublandlord, all communications arising from the Master Lease shall be between Sublandlord and Master Landlord only and Subtenant shall not communicate directly with or pay rent to Master Landlord. Sublandlord shall deliver to Subtenant copies of any notices received by Sublandlord from Master Landlord that concern the Demised Premises within 10 days after Sublandlord receives it. Likewise, if Master Landlord notifies Subtenant of a breach by Subtenant, Subtenant shall immediately deliver a copy of such notice to Sublandlord and shall promptly cure any breach. If Master Landlord defaults under the terms of the Master Lease, Subtenant shall notify Sublandlord and Sublandlord shall send any required notices to Master Landlord with a copy to Subtenant, and Subtenant shall join with Sublandlord, at Subtenant's expense, in making a demand on Master Landlord to fulfill its obligation under the Master Lease and in enforcing those obligations.

11. Maintenance and Repairs.

Subtenant shall maintain the Demised Premises in accordance with the terms and conditions of the Master Lease. Upon the expiration or termination of this Sublease, Subtenant shall quit and surrender the Demised Premises in the condition required under the Master Lease, Franchise Agreement and any conditions, covenants and restrictions of record ("CC&Rs"). Subtenant is accepting the Demised Premises in "as-is" condition and Sublandlord makes no warranties, express or implied.

12. Damage and Destruction of Demised Premises.

If, during the term of this Sublease, the Demised Premises suffers any damage or destruction, Subtenant shall comply with the obligations regarding reconstruction, restoration and repair of the Demised Premises as set forth in the Master Lease. Accordingly, Sublandlord shall not have any responsibility or obligation to effect any restoration, reconstruction or other repairs to the Demised Premises.

13. Eminent Domain.

Each party shall immediately deliver to the other any and all notices it receives regarding any threatened or actual condemnation affecting the Demised Premises. The provisions of the Master Lease shall govern and control any eminent domain proceedings; provided, however, any award allocated for Subtenant's furniture, fixtures and equipment, severance damages, loss of business, goodwill, and relocation expenses shall belong to Subtenant. Sublandlord shall be entitled to pursue a separate award for loss of royalties and other fees and costs which Sublandlord would have been entitled to recover from Subtenant under this Sublease and the Franchise Agreement had eminent domain not occurred. Further, if the Master Lease is a ground lease, Sublandlord shall be solely entitled to any award granted for the taking of building and site improvements.

14. Alterations.

Subtenant shall not make or allow any alterations of the Demised Premises, without the prior written consent of Sublandlord. Any additions to or alterations of the Demised Premises shall become a part of the realty and shall belong to Sublandlord or Master Landlord. If Subtenant obtains the written consent of Sublandlord to any proposed alterations, Subtenant shall advise Sublandlord in writing of the date upon which Subtenant will begin the alterations in order to permit Sublandlord and Master Landlord to post a notice of non-responsibility. Subtenant shall indemnify and hold Sublandlord free and harmless from any liability, loss or damage and shall defend Sublandlord by attorneys of Subtenant's selection which are approved in advance by Sublandlord (at Subtenant's sole expense) against any mechanic's lien claim for work performed or materials furnished in connection with any alterations. Subtenant shall be entitled to the

same signs as are currently on the Demised Premises, subject to the approval of any and all governmental authorities.

15. Assignment and Subletting.

Subtenant shall not assign this Sublease or any interest in this Sublease and shall not sublet all or any part of the Demised Premises without the prior written consent of Sublandlord.

16. Default by Subtenant.

In the event Subtenant shall be in default of any covenant of, or shall fail to honor any obligation under, this Sublease or the Franchise Agreement, Sublandlord shall have available to it against Subtenant all of the remedies available to Landlord under the Franchise Agreement and the Master Lease in the event of a similar default on the part of Sublandlord thereunder and at law or in equity.

Notwithstanding the foregoing, if no self-help rights exist for the landlord under the Master Lease, in the event of a default by Subtenant under this Sublease, the Master Lease or the Franchise Agreement, which remains uncured as of the expiration of the applicable notice and cure periods, if any, Sublandlord may, but will not be obligated to, make any payment or undertake to perform such covenant or agreement constituting such default. In such event, amounts so paid and amounts expended in undertaking such performance, together with all costs, expenses and reasonable attorneys' fees incurred by Sublandlord, will be additional rent under this Sublease payable as provided for herein.

17. Subordination.

This Sublease is subordinate to the lien of any mortgage, deed of trust, or other encumbrance, together with any renewals, extensions, replacements of any mortgage, deed of trust, or other encumbrance, now or later placed, charged or enforced against all or any portion of the Demised Premises.

18. Right to Inspect the Demised Premises.

Sublandlord and its agents shall have free access to the Demised Premises at reasonable times for purposes of inspecting the Demised Premises.

19. Resolution of Disputes.

If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually agreed upon. The parties will share the costs of the mediator equally and will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after being referred to the mediator, either party may pursue resolution through binding arbitration

20. Entire Agreement.

This Sublease constitutes the entire agreement of the parties with regard to the subject matter of this Sublease and replaces and supersedes all other written and oral agreements and statements of the parties relating to the subject matter of this Sublease. The effective date will be the last day that all parties have signed and initialed this Sublease.

21. Waiver.

The failure of a party to insist in any one or more instances on the performance of any term or condition of this Sublease shall not operate as a waiver of any future performance of that term or condition or the validity and enforceability thereof, or as a waiver of any other provision of this Sublease. No waiver shall be deemed to have made unless it is in writing and signed by the party charged with making the waiver.

22. Choice of Law.

This Sublease is made and delivered within the State of California and shall be construed and enforced in accordance with the laws of the State of California.

23. Construction.

The parties acknowledge that each party and/or its legal counsel have reviewed and made revisions to this Sublease. The rule of construction requiring the resolution of any ambiguities in this Sublease against the drafting party shall not apply to the construction of this Sublease or any exhibits to this Sublease. The addition, deletion or modification of any language contained in any prior draft of this Sublease shall not create any inferences.

24. Headings.

The headings used in this Sublease appear strictly for the parties' convenience in identifying the provisions of this Sublease and shall not affect the construction or interpretation of the provisions of this Sublease.

25. Binding Effect.

This Sublease shall bind and benefit the parties and their respective permitted successors, heirs, legal representatives, and assigns. This section does not address, directly or indirectly, whether a party may assign its rights or delegate its performance under this Sublease. Paragraph 15 addresses those matters.

26. Severability.

If a court of competent jurisdiction holds any provision of this Sublease invalid or ineffective with respect to any person or circumstance, the holding shall not affect the remainder of this Sublease or the application of this Sublease to any other person or circumstance. If a court of competent jurisdiction holds any provision of this Sublease too broad to allow enforcement of the provision to its full extent, the court shall have the power and authority to enforce the provision to the maximum extent permitted by law and may modify the scope of the provision accordingly pursuant to an order of the court.

27. Amendments.

No amendments to this Sublease shall become effective or binding on the parties, unless agreed to in writing by all of the parties.

28. Time.

Time constitutes an essential part of each and every part of this Sublease.

29. Notices.

Notices by either party shall be in writing and sent by facsimile or e-mail, by a nationally recognized overnight carrier, personally delivered or by depositing the same in the United States mail, postage prepaid, certified or registered, and addressed to the parties at the following address, or such other addresses each party may from time to time designate in writing in the manner as provided for in this paragraph 29:

Sublandlord: Del Taco LLC
25521 Commercentre Drive, Suite 150
Lake Forest, California 92630
Attn: Legal Department

Subtenant: _____
_____
_____
Attn: _____

Service shall be conclusively deemed made on (i) the second business day after delivery is attempted or upon receipt (as evidenced by proof of delivery provided by the carrier), whichever is sooner for hard copies, and (ii) upon electronic confirmation for electronic transmission (or confirmation from the recipient of receipt, if sooner given).

30. Counterpart Execution.

The parties may execute this Sublease in one or more counterparts, each of which shall constitute an original and all of which shall constitute one agreement. This Sublease may be executed and delivered by facsimile, "pdf" or electronically, and each party has the right to rely upon a facsimile, "pdf" or electronically signed counterpart of this Agreement signed by the other party to the same extent as if such party had received an original counterpart with a "wet" signature.

31. Guaranty.

To induce Sublandlord to execute this Sublease, concurrently with Subtenant's delivery of this Sublease to Sublandlord, _____ ("Guarantor"), shall execute and deliver to Sublandlord a guaranty of Subtenant's obligations under this Sublease in the form attached hereto as Exhibit "B" (the "Guaranty"). The Guaranty shall remain in effect throughout the term of this Sublease, as same may be extended by agreement of the parties.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO FRANCHISE SUBLEASE BETWEEN DEL TACO LLC (SUBLANDLORD) AND _____ (SUBTENANT) FOR DEL TACO NO. _____

IN WITNESS WHEREOF, the parties have executed this Sublease as of the date first set forth above.

Sublandlord: Del Taco LLC,
a California limited liability company

Dated: _____ By: _____
Name: _____
Title: _____

Subtenant: _____
_____

Dated: _____ By: _____
Name: _____
Title: _____

EXHIBIT "A"
Legal Description

EXHIBIT "B"
Form of Guaranty

GUARANTY

Sublandlord: Del Taco LLC, a California limited liability company

Subtenant: _____

Premises: _____

Date of Sublease:_____, 20___

Guarantor: _____

THIS GUARANTY OF SUBLEASE (this "Guaranty") is dated for reference purposes and executed as of _____, 20___, by the guarantor identified above ("Guarantor"), with reference to the following facts:

A. Sublandlord and Subtenant have entered into and executed the Sublease described above by the terms of which Sublandlord leased to Subtenant and Subtenant leased from Sublandlord certain Premises more particularly described in the Sublease.

B. Guarantor has a financial interest in Subtenant and a material interest in ensuring that Sublandlord and Subtenant enter into the Sublease.

C. Sublandlord would not execute the Sublease if Guarantor did not execute and deliver to Sublandlord this Guaranty.

NOW, THEREFORE, for and in consideration of Sublandlord's execution of the Sublease and as a material inducement to Sublandlord to enter into the Sublease, Guarantor hereby covenants with and represents and warrants to Sublandlord as follows:

1. Guarantor hereby jointly, severally, irrevocably and unconditionally guarantees, for and during the term of the Sublease as extended or renewed, the prompt payment by Subtenant of all obligations arising from or in connection with the Sublease (the "***Guaranteed Obligations***"). If, at any time, Subtenant shall default in the payment of any sums payable by Subtenant under the Sublease or in the performance of any of the terms, conditions or covenants of the Sublease to be kept, performed or observed by Subtenant, Guarantor will immediately pay such sums.

2. This Guaranty shall not be released, modified or affected by failure or delay on the part of Sublandlord to enforce any of the rights or remedies of Sublandlord under the Sublease, whether pursuant to the terms thereof or at law or in equity. No provisions of this Guaranty or rights of Sublandlord hereunder can be waived in whole or in part nor can Guarantor be released from Guarantor's obligations hereunder except by a writing duly executed by an authorized officer of Sublandlord.

3. Sublandlord may proceed directly and simultaneously against Subtenant and or Guarantor following any breach or default by Subtenant under the Sublease and may serve notice or demand upon either or both Subtenant or Guarantor.

4. If any provision or portion thereof of this Guaranty is declared or found by a court of competent jurisdiction to be unenforceable or null and void, such provision or portion thereof shall be deemed stricken and severed from this Guaranty, and the remaining provisions and portions thereof shall continue in full force and effect.

5. This Guaranty shall inure to the benefit of Sublandlord and shall bind the heirs, executors, administrators, personal representatives, successors and assigns of Guarantor.

6. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and vice versa, and the masculine shall include the feminine and neuter and vice versa. The word "person" as used herein shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

7. In the event any action is brought to enforce or interpret the terms of this Guaranty, the prevailing party in such action shall be entitled to reimbursement by the other party of its costs and expenses, including without limitation its reasonable attorneys' fees, incurred therein.

8. This Guaranty and all matters that in any way relate to the transactions contemplated by this Guaranty shall be governed by the laws of the State of ----------, and venue of all court actions shall be in ---------- County.

WHEREFORE, Guarantor has executed this Guaranty as of the day and year first above written.

GUARANTOR:

_____

By:_____
Name:_____
Its:_____

EXHIBIT "C"
Master Lease

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:

State	Effective Date
California	**PENDING**
Hawaii	NOT FILED
Illinois	NOT FILED
Indiana	**PENDING**
Maryland	NOT FILED
Michigan	**PENDING**
Minnesota	NOT FILED
New York	NOT FILED
North Dakota	NOT FILED
Rhode Island	NOT FILED
South Dakota	NOT FILED
Virginia	NOT FILED
Washington	**PENDING**
Wisconsin	NOT FILED

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.

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 Del Taco LLC ("Del Taco") offers you a franchise, Del Taco must provide this Disclosure Document to you at least 14 calendar days (or sooner, if required by applicable state law) before you sign a binding agreement with, or make a payment to, Del Taco, or any affiliate of Del Taco in connection with the proposed franchise sale.

New York and Iowa require that Del Taco give you this Disclosure Document at the earlier of the first personal meeting or 10 business days (14 calendar days for Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that Del Taco give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Del Taco 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 applicable state agency listed on Exhibit A to this Disclosure Document.

The franchisee sellers offering the franchise are Esty Chang, 25521 Commercentre Drive, Suite 150, Lake Forest, California 92630, (949) 462-9300, or as listed below (with name, address, and telephone number to be inserted, as necessary): _____
_____

We have authorized the persons listed on Exhibit A to this Disclosure Document to receive service of process for us in the listed states.

Issuance Date: April 13, 2026

I have received this Disclosure Document dated April 13, 2026. Please refer to the State Effective Dates page for the effective date of this Disclosure Statement in your state. This Disclosure Document included the following exhibits:

A	State Agencies and Registered Agents		G	Hardware and Software License and
B	Financial Statements			Support Agreement
C	Guarantee Agreement of Jack in the Box Inc.		H	Franchisee Information
D	Development Agreement		I	Form of General Release
D-1	Development Incentive Program Addendum to Development Agreement		J	Agreement for Gift Card Processing
E	Franchise Agreement		K	Agreement to Participate in the Ceridian
E-1	Development Incentive Program Addendum to			Platform
	Franchise Agreement		L	Non-Disclosure Agreement
F	State Specific Addenda		M	Form of Asset Purchase Agreement
			N	Form of Sublease

_____	_____
Date of Receipt	Signature of Prospective Franchisee (on behalf of the prospective franchisee and any corporation, limited liability company, or other business entity having or proposed to have an interest in the franchise or any proposed franchised location)
	By _____
	Print Name
_____	_____
Date of Receipt	Signature of Prospective Franchisee (on behalf of the prospective franchisee and any corporation, limited liability company, or other business entity having or proposed to have an interest in the franchise or any proposed franchised location)
	By _____
	Print Name
Del Taco Sales Person:	Print Name: _____
	Signature: _____
Del Taco Sales Person:	Print Name: _____
	Signature: _____

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 Del Taco LLC ("Del Taco") offers you a franchise, Del Taco must provide this Disclosure Document to you at least 14 calendar days (or sooner, if required by applicable state law) before you sign a binding agreement with, or make a payment to, Del Taco, or any affiliate of Del Taco in connection with the proposed franchise sale.

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_____

We have authorized the persons listed on Exhibit A to this Disclosure Document to receive service of process for us in the listed states.

Issuance Date: April 13, 2026

I have received this Disclosure Document dated April 13, 2026. Please refer to the State Effective Dates page for the effective date of this Disclosure Statement in your state. This Disclosure Document included the following exhibits:

A	State Agencies and Registered Agents		G	Hardware and Software License and
B	Financial Statements			Support Agreement
C	Guarantee Agreement of Jack in the Box Inc.		H	Franchisee Information
D	Development Agreement		I	Form of General Release
D-1	Development Incentive Program Addendum to Development Agreement		J	Agreement for Gift Card Processing
E	Franchise Agreement		K	Agreement to Participate in the Ceridian
E-1	Development Incentive Program Addendum to			Platform
	Franchise Agreement		L	Non-Disclosure Agreement
F	State Specific Addenda		M	Form of Asset Purchase Agreement
			N	Form of Sublease

_____ _____

Date of Receipt

Signature of Prospective Franchisee (on behalf of the prospective franchisee and any corporation, limited liability company, or other business entity having or proposed to have an interest in the franchise or any proposed franchised location)

By _____

Print Name

_____ _____

Date of Receipt

Signature of Prospective Franchisee (on behalf of the prospective franchisee and any corporation, limited liability company, or other business entity having or proposed to have an interest in the franchise or any proposed franchised location)

By _____

Print Name

Del Taco Sales Person:

Print Name: _____

Signature: _____

Del Taco Sales Person:

Print Name: _____

Signature: _____