

FRANCHISE DISCLOSURE DOCUMENT



FIVE GUYS FRANCHISOR, LLC
a Delaware limited liability company
10718 Richmond Highway
Lorton, Virginia 22079
Phone: (703) 339-9500
www.fiveguys.com

As a franchisee, you will own and operate a FIVE GUYS® BURGERS AND FRIES fast casual restaurant which specializes in the sale of fresh made burgers and fries prepared in accordance with our recipes and ingredients, and other food items that we may specify periodically.

The total investment necessary to establish one FIVE GUYS® restaurant ranges from \$306,200 to \$641,250 (\$381,200 to \$716,250 for Alaska, Hawaii and Puerto Rico). This includes the \$25,350 that must be paid to franchisor or its affiliates under the franchise agreement, and the \$50,000 per restaurant (\$125,000 per restaurant for restaurants to be located in Alaska, Hawaii, or Puerto Rico) that must be paid to franchisor or its affiliates under the development agreement. You must execute the Development Agreement if you will establish one or more FIVE GUYS® restaurants. Your total investment necessary as a developer will vary based on the number of restaurants to be developed.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our Franchise Administration Department at 10718 Richmond Highway, Lorton, Virginia 22079, Attn: Legal Department, (703) 339-9500, and franchise@fiveguys.com.

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

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

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

Issuance Date: April 30, 2018 as amended September 18, 2018

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Attachment A for information about the franchisor, about other franchisors, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT REQUIRE THE FRANCHISEE TO SUE OR ARBITRATE WITH THE FRANCHISOR ONLY IN VIRGINIA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. IT MAY ALSO COST MORE TO ARBITRATE WITH THE FRANCHISOR IN VIRGINIA THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT STATE THAT THE LAW OF THE FRANCHISOR'S HOME STATE, THE COMMONWEALTH OF VIRGINIA, GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. YOUR SPOUSE MUST SIGN A DOCUMENT THAT MAKES YOUR SPOUSE LIABLE FOR ALL FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT EVEN THOUGH YOUR SPOUSE HAS NO OWNERSHIP INTEREST IN THE FRANCHISE. THIS GUARANTEE WILL PLACE BOTH YOUR AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS, PERHAPS INCLUDING YOUR HOUSE, AT RISK IF YOUR FRANCHISE FAILS.
4. THE FRANCHISEE WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM \$306,200 TO \$716,250. THIS AMOUNT EXCEEDS THE FRANCHISOR'S PARENT'S NET WORTH AS OF DECEMBER 31, 2017, WHICH IS (\$251,862,000).
5. THE FRANCHISOR MAY ESTABLISH MAXIMUM PRICES FOR THE PRODUCTS SOLD AT A FRANCHISEE'S RESTAURANT FOR A LIMITED TIME, AND THIS MAXIMUM PRICE MUST NOT BE EXCEEDED BY THE FRANCHISEE FOR SUCH PRODUCTS.
6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

State registration effective dates are listed on the following State Registrations Page.

STATE REGISTRATIONS PAGE

This Disclosure Document is registered, on file or exempt from registration in the following states with franchise registration and disclosure laws:

STATE	EFFECTIVE DATE
California	August 13, 2018
Hawaii	June 1, 2018
Illinois	May 24, 2018
Indiana	May 24, 2018
Maryland	July 16, 2018
Michigan	May 24, 2018
Minnesota	July 17, 2018
New York	
North Dakota	June 8, 2018
Rhode Island	May 25, 2018
South Dakota	June 12, 2018
Utah	June 11, 2018
Virginia	August 28, 2018
Washington	July 23, 2018
Wisconsin	May 23, 2018

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| A - FINANCIAL STATEMENTS | E - LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM |
| B - DEVELOPMENT AGREEMENT (with state specific amendments) | F - TABLE OF CONTENTS OF OPERATIONS MANUAL |
| C - FRANCHISE AGREEMENT (with state specific amendments) | G - STATE SPECIFIC ADDENDA TO THE DISCLOSURE DOCUMENT |
| D - LIST OF FRANCHISEES | |

ATTACHMENTS

- A - STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

ITEM 1
FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

Franchisor

The franchisor is Five Guys Franchisor, LLC (“**Five Guys**,” “**we**,” “**us**,” or “**our**”). “**You**” means the person or entity to whom we grant a franchise. If you are a corporation, partnership, limited liability company, or other entity, your controlling principals must sign our documents in their individual capacity, which means the provisions of our Development Agreement (Exhibit B) and Franchise Agreement (Exhibit C), as applicable, will also apply to your owners.

We were formed as a Delaware limited liability company on April 20, 2017. Our principal place of business is 10718 Richmond Highway, Lorton, Virginia 22079. We do business under the name FIVE GUYS®. Our business is limited to offering the franchises that are described in this Disclosure Document. We do not offer other franchises or engage in any other line of business nor have we ever done so.

We have written the Disclosure Document in “plain English” in order to comply with legal requirements. Any differences in the language in this Disclosure Document describing the terms, conditions or obligations under the Franchise Agreement, Development Agreement or any other agreements is not intended to alter in any way your or our rights or obligations under the particular agreement.

We began offering FIVE GUYS® restaurant franchises in June 2017. We do not conduct a business of the type to be operated by our franchisees.

Our agents for service of process are listed in Attachment A.

Our Parents, Predecessors and Affiliates

We are a direct, wholly-owned subsidiary of Five Guys Funding, LLC (“**Five Guys Funding**”), a Delaware limited liability company. Five Guys Funding is a wholly-owned subsidiary of Five Guys SPV Guarantor, LLC (“**Five Guys SPV Guarantor**”), a Delaware limited liability company. Five Guys Funding and Five Guys SPV Guarantor share our principal business address. Five Guys Funding and Five Guys SPV Guarantor were organized as part of the securitization transaction described below (the “**Securitization Transaction**”) and are indirect subsidiaries of our Parent Company (defined below).

Five Guys Holdings, Inc., our ultimate parent company, is a Delaware corporation formed on September 20, 2007 (“**Parent Company**”), and is headquartered at 10718 Richmond Highway, Lorton, Virginia 22079. Our Parent Company is a non-operating holding company and does not offer franchises in this or any other line of business. Our Parent Company does not offer or provide any products or services to our franchisees. During the formation process of our Parent Company, a minority portion of its capital stock was transferred to Big Horn, L.P., a Pennsylvania limited partnership located at 100 Front Street, Suite 1500, West Conshohocken, Pennsylvania 19428 (“**Big Horn**”). Neither Big Horn nor its principals have ever offered FIVE GUYS® restaurant franchises or franchises in any other lines of business.

An affiliate of FGE (as defined below), Five Guys, Inc., a Virginia corporation formed on January 7, 1997 (“**FGI**”) with a principal address of 10718 Richmond Highway, Lorton, Virginia 22079, previously owned 7 FIVE GUYS® restaurants in Northern Virginia, the first of which was opened in February 1986. FGI conducted this business for over 26 years. FGO (defined below) took over operations for these 7 restaurants in 2011 and finalized the acquisition of them in 2012. FGI has never offered FIVE GUYS® restaurant franchises nor has it offered franchises in any other lines of business.

The franchisor of the franchises described in this Disclosure Document before the closing of the Securitization Transaction in June 2017 was Five Guys Enterprises, LLC (“**FGE**”). FGE began offering franchises in December 2002. Its principal place of business is 10718 Richmond Highway, Lorton, Virginia

22079. FGE is a direct, wholly-owned subsidiary of our Parent Company and is the direct parent company of Five Guys SPV Guarantor.

Five Guys Properties, LLC (“**Five Guys Properties**”) owns and operates FIVE GUYS® restaurants in the United States and Canada. Five Guys Properties is a wholly-owned subsidiary of Five Guys Funding. It acquired the restaurants it owns and operates from an affiliate, Five Guys Operations, LLC (“**FGO**”) as part of the Securitization Transaction. FGO operated newly-constructed, non-franchised FIVE GUYS® restaurants, as well as several other FIVE GUYS® restaurants which were voluntarily reacquired from franchisees. As of December 31, 2017, FGO owned and operated 466 FIVE GUYS® restaurants. FGO has never offered FIVE GUYS® restaurant franchises, nor has it offered franchises in any other lines of business.

Five Guys Bakery, LLC (“**Five Guys Bakery**”), a Delaware limited liability company, contracts for the production of all required bread products (e.g., hamburger and hot dog buns) which you must purchase from Five Guys Bakery. Five Guys Bakery was formed as part of the Securitization Transaction. Its principal place of business is 10718 Richmond Highway, Lorton, Virginia 22079. Before the Securitization Transaction, Five Guys Foods, LLC (“**FGF**”), a Virginia limited liability company formed on December 23, 2002, contracted for and sold required bread products to franchisees beginning in December 2002. Five Guys Bakery has never offered FIVE GUYS® restaurant franchises, nor has it offered franchises in other lines of business; Five Guys Bakery does not operate a business of the type being franchised.

FGE Canada Corp., our affiliate, was formed in Canada as a Nova Scotia unlimited liability corporation on November 8, 2011 (“**FGE Canada**”). FGE Canada’s registered civic address is 900-1959 Upper Water Street, Halifax, Nova Scotia B3J 3N2. FGE Canada employs individuals to supervise, monitor, and assist our franchisees operating FIVE GUYS® restaurants within Canada. FGE Canada has never offered FIVE GUYS® restaurant franchises, nor has it offered franchises in other lines of business. FGE Canada does not operate a business of the type being franchised.

FGGC, LLC, our affiliate, is a Virginia limited liability company formed on March 21, 2014 (“**FGGC**”). FGGC’s principal address is 10718 Richmond Highway, Lorton, Virginia 22079. FGGC was formed to manage the issuance, maintenance and operation of our customer gift certificate and stored value card program. FGGC has never offered FIVE GUYS® restaurant franchises, nor has it offered franchises in other lines of business. FGGC does not operate a business of the type being franchised.

Except as otherwise described above, none of our predecessors or affiliates operate any FIVE GUYS® restaurants or engage in any other business activities.

Securitization Transaction

Under the Securitization Transaction which closed in June 2017, our Parent Company and its affiliates were restructured. As part of the Securitization Transaction, all existing U.S. franchise agreements and related agreements for FIVE GUYS® restaurants were transferred to us, and we became the franchisor of all existing and future Development Agreements, Franchise Agreements and other related agreements. Ownership and control of all U.S. trademarks and certain intellectual property relating to the operation of FIVE GUYS® restaurants in the U.S. were also transferred to us.

At the time of the closing of the Securitization Transaction, FGE entered into a management agreement with us to provide the required support and services to Five Guys franchisees under their Development Agreements and Franchise Agreements. FGE also acts as our franchise sales agent. We will pay management fees to FGE for these services. However, as the franchisor, we will be responsible and accountable to you to make sure that all services we promise to perform under your Development Agreement and Franchise Agreement or other agreement you sign with us are performed in compliance with the applicable agreement, regardless of who performs these services on our behalf.

Description of Franchise

FIVE GUYS® restaurants are fast casual dining restaurants which specialize in the sale of hamburgers, french fries, and related accompaniments in accordance with our comprehensive and unique system (the “**System**”). The System includes distinctive signage, interior and exterior design, décor and color scheme; special recipes and menu items (including proprietary products and ingredients); uniform standards, specifications, and procedures for operations; quality and uniformity of products and services offered; inventory, management and financial control procedures (including point of purchase and tracking systems); training and assistance; and quality control and promotional programs; all of which we may change, improve, and further develop, in our discretion. Certain aspects of the System are more fully described in this Disclosure Document and the Manuals that are provided to you as a franchisee. The restaurants are identified by certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, such as “FIVE GUYS”, “FIVE GUYS FAMOUS BURGERS AND FRIES”, “FIVE GUYS BURGERS AND FRIES”, and others (collectively, the “**Marks**”). We will refer to the restaurants which use our System and Marks as “**FIVE GUYS® Restaurant(s)**” or “**Restaurant(s)**.”

FIVE GUYS® Restaurants are typically located in retail shopping centers and other urban locations which are acceptable to us. We may, however, consider sites such as train stations, sports arenas, airports, university campuses or other captive market spaces on a case-by-case basis (“**Non-Traditional Locations**”). Each Restaurant will typically range between 2,000 and 3,000 square feet, and will offer a menu selection featuring food items prepared according to our specified recipes and procedures.

We offer the right to establish and operate a Restaurant under the terms of a single unit franchise agreement (the “**Franchise Agreement**”), Exhibit C to this Disclosure Document. You may be an individual, corporation, partnership or other form of legal entity. Under the Franchise Agreement, certain parties are characterized as “Controlling Principals” of the franchisee (referred to in this Disclosure Document as “**Principals**”). The Franchise Agreement is signed by us, by you, and by those individuals whom we designate as Principals. In most instances, we will designate your principal equity owners, executive officers, and certain affiliated entities as Principals. By signing the Franchise Agreement, your Principals agree to be individually bound by certain obligations in the Franchise Agreement, including covenants concerning confidentiality and non-competition, and to personally guarantee your performance under the Franchise Agreement. Depending on the type of business activities in which you or your Principals may be involved, we may require you or your Principals to sign additional confidentiality and non-competition agreements.

You must also designate an “**Operating Principal**” who will be the main individual responsible for your business. If you are an individual, you will be the Operating Principal. If you are not an individual, the person you designate as your Operating Principal must maintain an equity interest in you. The Operating Principal must sign the Franchise Agreement as the Operating Principal and as one of your Controlling Principals. The Operating Principal must individually make certain covenants in the Franchise Agreement and must personally guarantee your performance under the Franchise Agreement.

You must enter into a development agreement (the “**Development Agreement**”) to develop one or more franchised Restaurants to be located within a specifically described geographic territory (the “**Territory**”). A form of the Development Agreement is attached as Exhibit B to this Disclosure Document. We will determine the Territory before you sign the Development Agreement, and it will be specified in the Development Agreement. The Development Agreement requires you to establish Restaurant(s) within the Territory according to a development schedule, to periodically provide us with your development plans during the life of your development schedule, and to enter into a separate Franchise Agreement for each Restaurant established under the Development Agreement. The Franchise Agreement for the first Restaurant developed under the Development Agreement will be in the form attached as Exhibit C to this Disclosure Document. For each additional Restaurant developed under the Development Agreement, you must sign the then-current form of Franchise Agreement that we are then offering to new franchisees. The

size of the Territory will vary depending on local market conditions and the number of Restaurants to be developed.

The person or entity signing the Development Agreement is referred to as the “**Developer.**” The Development Agreement contains concepts similar to the Franchise Agreement involving the Developer’s Principals, Controlling Principals of the Developer, and an Operating Principal of the Developer. For purposes of this Disclosure Document, the terms “Principals,” “Controlling Principals,” and “Operating Principal” include those persons having similar obligations identified in both the Development Agreement and Franchise Agreement, and the terms “you,” “your,” and “Franchisee” also include the Developer under the Development Agreement, unless we have noted otherwise. Any reference to the “**Agreements**” means the Development Agreement and the Franchise Agreement, as applicable. Upon the expiration or earlier termination of your Agreements, you will have no options, rights of first refusal, or similar rights to acquire additional franchises.

Market and Competition

The restaurant market is well established and very competitive. You can expect to compete in your market with locally-owned businesses, as well as with national and regional chains, that offer menu selections featuring hamburgers, sandwiches, french fries, and other American-style food products. Casual and fast-casual dining restaurant concepts compete on the basis of many factors, such as price, service, product quality, location, promotions and marketing programs. These businesses are often affected by other factors as well, such as changes in consumer taste, economic conditions, seasonal population fluctuation, and travel patterns. We believe our competitive position is enhanced by our operational format and by the food products offered by FIVE GUYS® Restaurants. We plan to continue controlled expansion into areas that we determine can support the Restaurants to improve name recognition and the reputation of the System.

Industry Regulations

The restaurant industry is regulated on the federal, state and local levels. The preparation and handling of food is federally regulated by the Pure Food and Drugs Act of 1906; the Federal Food, Drug and Cosmetic Act and by rules and policies of the Food and Drug Administration. State requirements relating to food safety typically pertain to sanitation and handling. Local inspectors may also enforce sanitation and handling rules created on the state and/or local level.

The federal Clean Air Act and various implementing state laws require certain state and local areas to meet national air quality standards limiting emissions of ozone, carbon monoxide and particulate matters, including caps on emissions from commercial food preparation. Some areas have also adopted or are considering proposals that would regulate indoor air quality.

The United States enacted the “Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001” (the “**USA Patriot Act**”). We must comply with the USA Patriot Act. To help us comply with the USA Patriot Act, we ask you in the Franchise Agreement to confirm for us that neither you nor your directors, officers, shareholders, partners, members, employees, or agents are suspected terrorists or persons associated with suspected terrorists or are under investigation by the U.S. government for criminal activity. You may review the Patriot Act and related regulations at <http://www.treasury.gov/offices/enforcement/ofac/sdn>.

The United States Foreign Corrupt Practices Act of 1977 (as amended, the “**FCPA**”) and all such other laws of similar effect prohibit bribery or other improper payments made to obtain a business advantage. You and we acknowledge and agree that you and we are committed to conducting business ethically and in full compliance with all applicable laws and regulations, including, without limitation, the FCPA. You and each Controlling Principal agree to never take any action that could cause yourselves to be in violation of the FCPA.

Among the licenses and permits you may need are: Zoning or Land Use Approvals, Sunday Sale Permits, Liquor Licenses, Sales and use Tax Permits, Special Tax Stamps, Fire Department Permits, Food Establishment Permits, Health Permits, Alarm Permits, County Occupational Permits, Retail Sales Licenses, and Wastewater Discharge Permits. There may be other laws, rules or regulations which affect your Restaurant, including minimum wage and labor laws along with ADA, OSHA and EPA considerations. We recommend that you consult with your attorney for an understanding of them.

ITEM 2

BUSINESS EXPERIENCE

President of Five Guys and FGE: Victor J. Murrell

Mr. Victor Murrell has been our President since April 2017. He has been President of FGE since November 2002. He has also served as Secretary and Treasurer of Five Guys Inc. since 1997.

Secretary and Treasurer of Five Guys and FGE: Jane Murrell

Mrs. Jane Murrell has been our Secretary and Treasurer since April 2017. She has been Secretary and Treasurer of FGE since November 2002. She has also served as President of Five Guys Inc. since 1997.

Vice President of FGE: James J. Murrell

Mr. James Murrell has been one of FGE's Vice Presidents since November 2002. He has also served as one of the Vice Presidents of Five Guys Inc. since 1997.

Vice President of FGE: Matthew D. Murrell

Mr. Matthew Murrell has been one of FGE's Vice Presidents since November 2002. He has also served as one of the Vice Presidents of Five Guys Inc. since 1997.

Vice President of FGE: Chad M. Murrell

Mr. Chad Murrell has been one of FGE's Vice Presidents since November 2002. He has also served as one of the Vice Presidents of Five Guys Inc. since 1997.

Vice President of FGE: Benjamin J. Murrell

Mr. Benjamin Murrell has been one of FGE's Vice Presidents since November 2002. He has also served as an Operations Manager of Five Guys Inc. since 1998.

Vice President of FGE: Tyler D. Murrell

Mr. Tyler Murrell has been one of FGE's Vice Presidents since November 2002. He has also served as an Operations Manager of Five Guys Inc. since 1997.

Chief Operating Officer of FGE: Sam Chamberlain

Mr. Sam Chamberlain has been FGE's Chief Operating Officer since October 2007.

Chief Financial Officer of FGE: Peter Hanson

Mr. Peter Hanson has been FGE's Chief Financial Officer since October 2008.

Vice President of Franchise Operations of FGE: Robert Toomey

Mr. Robert Toomey has been FGE's Vice President of Franchise Operations since January 2011.

General Counsel of FGE: Dale Thompson

Mr. Dale Thompson has been FGE's General Counsel since January 2003.

Deputy General Counsel of FGE: Adam Aberra

Mr. Adam Aberra has been FGE's Deputy General Counsel since May 2015. From January 2008 to May 2015, he served as FGE's Associate General Counsel.

Director of Franchise Sales of FGE: Mark Moseley

Mr. Mark Moseley has been FGE's Director of Franchise Sales (f/k/a Director of Franchise Development) since June 2004.

We do not currently hire, employ, contract with, or otherwise use the services of any franchise brokers.

ITEM 3
LITIGATION

On January 14, 2005, in accordance with Sections 14-214 and 14-216 of the Maryland Franchise Law, the Maryland Attorney General required FGE to sign a Consent Order ("**Order**") for violations of those sections in that FGE sold a franchise before its franchise renewal registration became effective and offered to sell 2 others during this period of time. The Order required FGE to offer rescission to the one franchisee who bought the franchise, and to enroll one of its officers in a franchise compliance training program. FGE complied with the terms of the Order and the one franchisee declined the offer of rescission. The Order also provides that if FGE violates the Order, the Maryland Division of Securities may bring administrative or judicial proceedings against FGE for enforcement of the Order.

Michael Kim v. Five Guys Enterprises (State Case No. CAUD-33586; Fed Civil Action No. 8:10-cv-03060). On October 13, 2010, FGE's former franchisee, Michael Kim (together with his affiliates, "**Kim**"), sought to enjoin FGE from terminating Kim's franchise rights due, in part, to Kim's election to close a FIVE GUYS® restaurant without FGE's approval and open a competing concept at the same location while still continuing to use certain methods, procedures, and proprietary elements which are unique to the FIVE GUYS® System (e.g., the FIVE GUYS® preparation method for burgers and fries, a red and white tiled interior décor, etc.) in violation of the non-competition provisions of his Franchise Agreements (the "**Maryland Complaint**"). In connection with this matter, FGE filed a federal complaint against Kim on October 28, 2010 in the United States District Court for the District of Maryland (the "**Federal Complaint**"). On January 10, 2011, both the Maryland Complaint and the Federal Complaint were withdrawn once Kim agreed to permanently leave the FIVE GUYS® franchisee network and FGE agreed to purchase all of Kim's 7 stores for an aggregate purchase price of \$3,800,000 plus certain related expenses.

Karl Family Trust, et. al. v. Five Guys, et. al., (State Civil No. 130905668). The Judicial District Court for Salt Lake County, State of Utah. On August 23, 2013, the plaintiffs filed a complaint against FGE, Jerry Murrell, and certain of its then current franchisees. The claims stem from a series of transactions related to the development of FIVE GUYS® restaurants in certain provinces in Canada (the "**Venture**"). The plaintiffs allege that FGE received false information from outside investors related to the Venture, and that FGE subsequently violated the plaintiff's franchise agreements by terminating their franchise rights. The plaintiffs also allege that FGE breached its covenant of good faith and fair dealing, were unjustly enriched by taking franchisee fees from third parties, and that FGE negligently misrepresented that the plaintiffs were given rights to certain Canadian provinces. Each claim alleges

damages in excess of \$10,000. FGE's motion to compel arbitration was granted in part and the plaintiffs conceded that the remaining claims should be sent to arbitration in Virginia. The plaintiffs have filed no claims in arbitration as of the date of this Disclosure Document. The plaintiffs are continuing to litigate in Utah state court against the other defendants.

Other than the foregoing, 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**

Development Agreement: When you sign the Development Agreement, you must pay us a non-refundable territorial development fee equal to \$50,000 for each Restaurant to be developed under the Development Agreement ("**Development Fee**"). We reserve the right to adjust this formula of the Development Fee depending on the size of the area acquired. The Development Fee must be paid in a single, lump sum on the date you sign the Development Agreement. The Development Fee is fully earned and non-refundable when paid, in consideration of administrative and other expenses we incur in entering into the Development Agreement. After signing the Development Agreement, you must enter into a Franchise Agreement based on our then-current form for each Restaurant to be developed under the Development Agreement. In the event you wish to only develop a single Restaurant, you must enter into a Development Agreement for that Restaurant.

Franchise Agreement: You must pay us an initial franchise fee of \$25,000 for the right to establish a single Restaurant under a Franchise Agreement ("**Franchise Fee**"). The Franchise Fee must be paid in a single, lump sum on the date you sign the Franchise Agreement. The Franchise Fee is fully earned and non-refundable when paid, in consideration of administrative and other expenses we incur in entering into the Franchise Agreement. However, if you cannot obtain possession of an approved location for the Restaurant within 6 months after you have signed your first Franchise Agreement, we have the right to terminate the Franchise Agreement and refund 75% of your Franchise Fee. Before returning any portion of the Franchise Fee, you must demonstrate to us that you have made a good faith effort to obtain the financing and possession of an approved location for the Restaurant. This policy may be revoked by us at any time. If we decide to revoke this policy, we will provide written notice to those franchisees that have signed a Franchise Agreement to establish a single Restaurant but have not yet developed their Restaurant, and will file all necessary amendment documentation with the applicable state commissions. Any such notice will be given at least 60 days before the revocation takes effect. This is the only refund provision currently available to you. As stated above, in the event you wish to only develop a single Restaurant, you must enter into a Franchise Agreement and a Development Agreement for that Restaurant. The Development Fee is not applied towards the Franchise Fee. As of the date of closing of the Securitization Transaction in June 2017, FGE had deferred revenue for both Development Fees and Franchise Fees in the amount of \$22,158,510. As of December 31, 2017, we had deferred revenue for both Development Fees and Franchise Fees in the amount of \$21,631,176.

Alaska, Hawaii and Puerto Rico Fees: The Five Guys development and operations teams have determined that the market needs for Alaska, Hawaii and Puerto Rico will necessitate considerably more effort by our personnel (together with the incurrence of substantially more costs) than we typically experience with our other domestic territories. As such, the Development Fee described above and currently assessed to our franchisees will not apply to prospective franchisees for Alaska, Hawaii and Puerto Rico. In order to ensure that the FIVE GUYS® brand standards are maintained in these specific regions, we are requiring that the per store Development Fee and Franchise Fee for Alaska, Hawaii and Puerto Rico be set at \$125,000, and \$25,000, respectively.

Initial Training Fee: We do not charge a training fee for the initial training of your Operating Principal, your general manager, and one assistant manager. At your request, and subject to space availability, we or our designee will provide initial training to additional members of your personnel, but we may charge a fee for that training. The additional training fee we currently charge is \$1,500 per person (“**Additional Training Fee**”). The Additional Training Fee represents our costs of providing the training, including the cost of materials and our administrative costs of making personnel available for training purposes. You must pay the Additional Training Fee for each additional member of your personnel before training begins. The initial training fee is non-refundable and is charged uniformly to all franchisees, although actual dollar amounts may vary depending on how many additional persons are trained.

Required Initial Inventory Purchase: Before your business opens, you must purchase the initial inventory of proprietary hamburger and hotdog buns from our affiliate Five Guys Bakery at a non-refundable cost of approximately \$350, payable when you place the order.

There are no additional payments to or purchases from us or our affiliates before you open your Restaurant for business.

ITEM 6 **OTHER FEES**

Fees (1)	Amount	Due Date	Remarks
Royalty Fee (2)	6% of Gross Sales. If the Restaurant is located in Alaska, Hawaii or Puerto Rico, the Royalty Fee is 8% of Gross Sales.	Weekly on Wednesdays	Amounts due will be withdrawn by electronic wire transfer from your designated bank account.
Creative Fund (3)	Up to 2% of Gross Sales (Currently 2%)	Weekly on Wednesdays	Amounts due will be withdrawn by electronic wire transfer from your designated bank account. We may reduce your required contribution to the Creative Fund at our sole discretion.
Bread Products	Varies, depending on your bread product needs	Weekly on Mondays	Amounts due will be withdrawn by Five Guys Bakery via electronic wire transfer from your designated bank account.
Local Advertising	Not less than 2% of Gross Sales	Annually	We may require you to spend not less than 2% of Gross Sales on local advertising annually throughout the term of your Franchise Agreement. Any contributions to a Cooperative will be credited against your local advertising obligations. You pay third parties for your local advertising and promotion.
Cooperative Advertising (4)	Maximum - 1½% of Gross Sales, which will be credited towards Local Advertising	As determined by Cooperative	Your Cooperative contribution may be allocated by us to the Creative Fund.

Fees (1)	Amount	Due Date	Remarks
Interest	The lesser of (i) 10% per annum or (ii) the maximum rate allowed by applicable law	On demand	Interest may be charged on all overdue amounts.
Advertising & Promotional Materials	Varies, depending on your advertising needs	When billed	
Prohibited Product or Service Fine	\$250 per day of use of unauthorized products or services	If incurred	In addition to other remedies available to us.
Initial Training of additional or replacement and successor personnel	\$1,500 per person	Before Training	No charge for initial training for Operating Principal, general manager and one assistant manager.
Additional Assistance	If you request additional assistance, you must pay the current per diem charge for our employees used to provide the assistance and our associated costs. Current per diem is \$500.	When billed	We provide opening assistance without additional charge. Any additional assistance you request is billed at the current per diem rate.
Cash Register Upgrades	Approximately \$5,000	When incurred	You must make annual payments to a third party vendor to maintain your Computer System. It is anticipated that several updates and upgrades may be required by your third party vendor during the term of your Franchise Agreement, and any such updates or upgrades will be at your expense. We estimate that the cost of potential updates and upgrades is approximately \$5,000.
Transfer Fee	\$5,000 to reimburse us for our reasonable costs and expenses in reviewing the transfer application	Submitted with transfer application	No fee charged to an individual or partnership franchisee that transfers its rights to a corporation controlled by the same interest holders. A transfer fee of a similar amount is charged under both the Franchise Agreement and the Development Agreement.
Public Offering	\$5,000 to reimburse us for our reasonable costs and expenses in reviewing the proposed securities offering	When billed	This covers our cost to review the proposed offering of your securities. The offering fee is the same amount under both the Franchise Agreement and the Development Agreement.

Fees (1)	Amount	Due Date	Remarks
Additional or Remedial Training	Cost in providing the training (Currently \$1,500)	Before additional training	We reserve the right to charge a fee for additional or remedial training that is not mandatory. We do not charge for mandatory training, but we do reserve the right to be reimbursed for costs incurred. Cost will vary based on the staff, location, and type of training being offered.
Inspection and Testing	Cost of inspection or testing (Currently estimated at \$5,000)	When billed	We may require you to pay us or an independent laboratory for the cost of inspection or testing.
Vendor/Equipment Approval Fee	\$5,000 to reimburse us for our reasonable costs and expenses in reviewing and approving vendor equipment	As incurred	This fee is payable to us and covers the costs and expenses to evaluate a new vendor and equipment of your choice that is not currently on our approved vendor list.
Audit Fee	Cost of audit (Currently estimated at \$5,000)	When billed	Payable only if we find, after an audit, that you have understated any amount you owe to us by more than 2%.
Late Payment or Reporting Fee	\$50 per day you are late	Daily	If you fail to pay royalties when due or fail to submit royalty reports weekly as required, we may charge you \$50 per day until the payment or report is received. This amount is in addition to any applicable interest penalties.
Site Evaluation Fee	A reasonable amount to be determined (Currently \$500)	If incurred	For those additional on-site evaluations, or if the Franchise Agreement does not relate to your first Restaurant, we reserve the right to charge a reasonable fee for each evaluation as well as a fee for our reasonable expenses including the cost of travel, lodging, meals and wages.
Relocation Fee	\$7,500 to reimburse us for our time, costs and expenses in reviewing the relocation application as well as the current and future sites	If incurred	This covers our costs to review the proposed relocation of one of your currently operating Restaurants. We reserve the right to assess a relocation fee if your application to relocate your Restaurant is approved. No fee will be assessed if your application is denied.
Gift Card Program	See note 5		

Fees (1)	Amount	Due Date	Remarks
Time Extension Fee	\$10,000 per Time Extension	On approval of extension to Development Schedule	The Time Extension will run for an additional 90-day period beginning on the expiration of the applicable development period, including any previous extensions.

Notes:

(1) All fees as described in this Item 6 are non-refundable. Except as otherwise indicated in the preceding chart, we uniformly impose all fees and expenses listed, and you must pay them to us. Except as specifically stated above, the amounts given may increase based on changes in market conditions, our cost of providing services and future policy changes. At the present time, we have no plans to increase payments over which we have control.

(2) For the purposes of determining the royalties to be paid under the Franchise Agreement, “Gross Sales” means all revenue from the sale of all services and products and all other income of every kind and nature related to, derived from, or originating from the Restaurant, including, for example, income related to (i) catering and delivery activities, (ii) any sales or orders of products or food preparation services of any kind provided from or related to the Restaurant, and (iii) all proceeds of any business interruption insurance policies, in each case whether for cash or credit, and regardless of collection in the case of credit. If a cash shortage occurs, the amount of Gross Sales will be determined based on the records of the electronic cash register system and any cash shortage will not be considered in the determination. Gross Sales expressly excludes the following:

(a) Receipts from the operation of any public telephone installed in the Restaurant or products from pre-approved vending machines located at the Restaurant, except for any amount representing your share of the revenues;

(b) Sums representing sales taxes collected directly from customers, based on present or future laws of federal, state or local governments, collected by you in the operation of the Restaurant, and any other tax, excise or duty which is levied or assessed against you by any federal, state, municipal or local authority, based on sales of specific merchandise sold at or from the Restaurant, provided that the taxes are actually transmitted to the appropriate taxing authority; and

(c) Proceeds from isolated sales of trade fixtures not constituting any part of your products and services offered for resale at the Restaurant or having any material effect on the ongoing operation of the Restaurant required under the Franchise Agreement.

We may authorize certain other items to be excluded from Gross Sales. We may revoke or withdraw any exclusion at any time. The royalty fee will be withdrawn from your designated bank account by electronic wire transfer weekly on Wednesday based on Gross Sales from the preceding accounting period (see Section IV.B. of the Franchise Agreement), unless we require otherwise. You must maintain a minimum of \$3,000 in your designated bank account for the Restaurant.

(3) We have established and will administer a national creative fund on behalf of the System to provide national or regional creative materials for the benefit of the System.

(4) Cooperatives will be comprised of all franchised Restaurants located in designated geographic areas. Each Restaurant has one vote in the cooperative. No Cooperatives have been established as of the date of this Disclosure Document. If a Cooperative is established, company-owned businesses will have the same voting power as other members of the Cooperative and will contribute the same amount of fees as franchised Restaurants.

(5) You must participate in our gift card program. All FIVE GUYS gift cards will be available for purchase and redemption at any Restaurant, and you must sell and redeem FIVE GUYS gift cards in accordance with the procedures we specify in the Manuals or otherwise in writing (e.g., procedures by which you will be reimbursed for gift cards issued by other Restaurants and redeemed at your Restaurant, and the manner in which to process payments to us or other franchisees for gift cards issued from your Restaurant that are later honored by another Restaurant operated by us or such other franchisees). The administration of all gift card proceeds and reimbursements will be controlled by us or our affiliate.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Expenditure	Estimated Amounts	When Payable	Method of Payment	To Whom Paid
Initial Franchise Fee (1)	\$25,000	On signing Franchise Agreement	Lump Sum	Us
Development Fee (1)	\$50,000 per Restaurant (\$125,000 per Restaurant in Alaska, Hawaii and Puerto Rico)	On signing Development Agreement	Lump Sum	Us
Leasehold Improvements (2)	\$100,000 to \$300,000	As Arranged	As Invoiced	Independent Contractors
Lease Payments and other rental expenses (3)	\$7,500 to \$20,000	Monthly	Per Lease	Landlord
Equipment (4)	\$55,000 to \$105,000	As Arranged	As Invoiced	Designated Vendors
Signage (5)	\$6,500 to \$20,000	As Arranged	As Invoiced	Designated Vendors
Initial Inventory (6)	\$10,000 to \$15,000	As Arranged	As Invoiced	Designated Vendors and Five Guys Bakery
Architectural/ Engineering (7)	\$7,000 to \$25,000	As Arranged	As Invoiced	Designated Vendor
Electronic Cash Register System with Modem (8)	\$15,000 to \$25,000	Lump Sum	As Invoiced	Designated Vendor
Facsimile Machine (9)	\$350 to \$500	Lump Sum	As Invoiced	Designated Independent Vendor
Travel, lodging and meals for initial training (10)	\$100 to \$5,000	As Incurred	As Incurred	Independent Suppliers
Business Supplies (stationery, business cards, menus, gift cards, paper and other materials) (11)	\$4,000 to \$8,500	Lump Sum	As Invoiced	Independent Suppliers
Business licenses, permits, utility deposits, etc. (for first year) (12)	\$5,000 to \$15,000	As Arranged	As Incurred	Various Agencies
Delivery and catering expenses (13)	\$0 to \$1,000	As Incurred	As Incurred	Us and Various Vendors

Expenditure	Estimated Amounts	When Payable	Method of Payment	To Whom Paid
Insurance deposits and premiums (14)	\$750 to \$1,250	As Arranged	As Invoiced	Independent Carrier
Additional Funds for first 3 months (15)	\$20,000 to \$25,000	As Arranged	As Incurred	Various Vendors
TOTAL (16)	\$306,200 to \$641,250 (\$381,200 to \$716,250 for Alaska, Hawaii and Puerto Rico)			

In general, none of the expenses listed in the above chart are refundable, except any security deposits you must make may be refundable and the initial franchise fee is partially refundable in certain circumstances.

Notes:

(1) You must pay an initial franchise fee of \$25,000 when you sign a Franchise Agreement. The initial franchise fee is non-refundable under the terms of the Franchise Agreement, except that we currently have a policy under which we may refund 75% of the initial franchise fee if you are unable to locate an acceptable site within 6 months after signing your Franchise Agreement. You must pay a Development Fee of \$50,000 multiplied by the total number of Restaurants to be located outside of Alaska, Hawaii and Puerto Rico and \$125,000 multiplied by the total number of Restaurants to be located within these jurisdictions, to be developed under the Development Agreement, even if it is only one Restaurant. The Development Fee is non-refundable and will vary depending on the number of Restaurants you commit to develop in your territory.

(2) The cost of leasehold improvements will vary depending on numerous factors, including: (i) the size and configuration of the premises; (ii) pre-construction costs (e.g., demolition of existing walls and removal of existing improvements and fixtures); and (iii) cost of materials and labor which may vary based on geography and location. These amounts are based on the cost of leasehold improvements. These figures are our best estimate based on remodeling/finish-out rates and conditions in the Washington, D.C. metropolitan area and some estimates from other general contractors based in the United States. These amounts may vary substantially based on local conditions, including the availability and prices of labor and materials. These costs may also vary depending on whether certain of these costs will be incurred by the landlord.

(3) The figures are for the first 3 months' rent and assume that the premises of the Restaurant will be in a strip shopping center or urban location ranging in size from approximately 2,000 to 3,000 square feet. In addition to the rent, landlords will typically require a security deposit which is one month's rent. Further, the figures assume base annual rental rates ranging from \$20 to \$30 per square foot. Landlords may vary the base rental rate and/or security deposit and may charge rent based on a percentage of gross sales. In addition to base rent, the lease may require you to pay common area maintenance charges ("**CAM Charges**") for the mall or shopping center, your pro rata share of the real estate taxes and insurance for the mall or shopping center, and your pro rata share of other charges. The actual amount you pay under the lease will vary depending on the size of the Restaurant, the types of changes that are allocated to tenants under the lease, your ability to negotiate with landlords and the prevailing rental rates in the geographic region.

(4) You must utilize equipment meeting our specifications to be used in the Restaurant, including, a cooking grill, work tables, shelving, oven stand proofer, ice machine, and other related items

including smallwares. We have established relationships with equipment vendors for certain equipment used in Restaurants that meet our specifications.

(5) These amounts represent your cost for menu boards, menu panels, neon logo and descriptive signs. Your landlord may have different restrictions it places on interior and exterior signage which may affect your costs.

(6) These amounts represent your initial inventory of food supplies and paper goods for use in the first 3 months of operating the Restaurant. This amount also includes the \$350 for the proprietary hamburger and hotdog buns you must purchase from our affiliate Five Guys Bakery.

(7) We will provide to you, without charge, our floor plan, reflected ceiling plan, and the FIVE GUYS® brand standard construction guidelines for a prototypical Restaurant (collectively, the **“Preliminary Design Package”**). You must obtain architectural, engineering, and design services from an architectural design firm that we approve, to adapt your Restaurant premises to our standards and specifications. The estimate above includes costs of obtaining architectural and design services necessary for the construction of the Restaurant.

(8) We require that you use the point-of-sale system we specify, have high speed internet access and an email account to receive communications from us.

(9) You must have a facsimile machine to communicate with us and to accept fax menu/catering orders, and it must be able to cut pages as they are received or print on single sheet paper. It will also be necessary to have a copy machine for general use.

(10) We (or our designee) provide initial training to your Operating Principal, general manager, and one assistant manager at no additional charge. These estimates include only your out-of-pocket costs associated with the training of these personnel members (including travel, room, and board). These amounts do not include any fees or expenses for training any other personnel. Training is for not less than 10 days, which may not necessarily be consecutive days. These costs will vary depending on your selection of lodging and dining facilities and mode and distance of transportation.

(11) You must purchase business cards, brochures, memorabilia and other written materials for use in the franchise business. You will typically purchase amounts that may last as long as 6 months. You may purchase these materials from us or independent vendors that we have approved.

(12) These are estimates of the costs for obtaining local business licenses which typically remain in effect for one year. These figures do not include occupancy and construction permits which were included in the leasehold improvement costs. The cost of these permits and licenses will vary substantially depending on the location of the franchised business. This figure also includes the purchase of a “wine and beer” license from a government authority. The cost for these licenses can vary from city to city and state to state. The estimates also include your utility deposits. Utility deposits may or may not be needed if you have another operating business.

(13) We may offer certain franchisees the option of providing their customers delivery and catering services. If you choose, and we approve you, to provide delivery and catering services from your FIVE GUYS® Restaurant, you will need to purchase additional signage for use in/on delivery vehicles, and may incur fuel costs and other additional costs. You are not required to purchase a motor vehicle to be used exclusively for your franchised business. Any existing motor vehicle available for your use is acceptable. You will need a vehicle if you choose, and we approve you, to provide delivery and catering services. You are not required to provide delivery and catering services. If you do not provide delivery or catering services, you will not incur these expenses.

(14) These figures are the first 3 month's estimates of the cost of the initial deposit/premiums for the insurance you must obtain and maintain for the franchised business.

(15) Beginning with the first FIVE GUYS® restaurant which opened in 1986, we have relied on 32 years of FIVE GUYS® Restaurant experience in compiling these estimates. Additional items that will need to be purchased or leased include telephone system, music system, floor mats, in store training, uniforms, etc. These amounts are our estimate of the amount needed to cover your expenses for the start-up phase (first 3 months) of your business. You must maintain a minimum of \$3,000 in your checking account for electronic wire transfer purposes and other costs. These figures are estimates, and you may incur additional expenses starting the Restaurant. Your actual costs will depend on factors such as your management skill, experience and business acumen; local economic conditions; the local market for products; the prevailing wage rate; competition; and the sales level reached during the start-up phase. These amounts do not include any estimates for debt service.

(16) This total represents the initial investment for a single Restaurant. When you sign the Development Agreement, the Development Fee is multiplied by the number of Restaurants to be developed. The initial Franchise Fee for each Restaurant will be paid on the signing of each Franchise Agreement. Actual start-up costs pertaining to the actual Restaurants opened under the Development Agreement are as estimated above, subject to potential increases over time or other changes in circumstances. Because your primary responsibility under the Development Agreement is to execute Franchise Agreements for the establishment of Five Guys Restaurants, we anticipate that a developer's initial investment will be approximately equal to the totals in the chart above multiplied by the number of Restaurants to be developed.

Development Agreement

In connection with the Development Agreement, you will need access to working capital funds to cover the initial costs incurred each time you open a Restaurant within your development area. The vehicle costs you incur to view potential sites, oversee unit build-outs, supervise multiple locations, etc. will be approximately \$2,100 for 3 months.

Except as specifically stated above, the amounts given may be subject to increases based on changes in market conditions, our cost of providing services and future policy changes. At the present time, we have no plans to increase payments over which we have control.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases and Operation Standards

You must purchase or lease and install all fixtures, furnishings, equipment (including electronic cash registers, computer hardware and software), décor items, signs and related items we require, all of which must conform to the standards and specifications in our Manuals or otherwise in writing, unless you have first obtained our written consent to do otherwise. You may not install or permit to be installed on the Restaurant premises any fixtures, furnishings, equipment, décor items, signs, games, vending machines or other items without our written consent or which do not comply with our specifications. If you lease any of the property described above from a third party, we must approve the lease in writing before it is signed. We will not approve the lease unless it permits your interest in the lease to be assigned to us if the Franchise Agreement terminates or expires.

To ensure that the highest degree of quality and service is maintained, you must operate the Restaurant in strict conformity with the methods, standards and specifications that we prescribe in the Manuals or otherwise in writing. You must maintain in sufficient supply and use and sell at all times only those food and beverage items, ingredients, products, materials, supplies and paper goods that meet our

standards and specifications. Except as described in this Item 8, you must purchase promotional material incorporating our Marks and proprietary products only from approved suppliers. Five Guys Bakery, our affiliate, is currently the only approved supplier for the hamburger and hotdog buns and rolls that you must use. All menu items must be prepared using the recipes and procedures specified in the Manuals or other written materials. You must not deviate from these standards and specifications by the use or offer of non-conforming items or differing amounts of any items, without obtaining our written consent first. You must sell and offer for sale only those menu items, products and services that we have expressly approved for sale in writing. You must offer for sale all products and services required by us in the manner and style we require, including dine-in and carry-out services. You must not deviate from our standards and specifications without obtaining our written consent first. You must discontinue offering for sale any items, products and services we may disapprove in writing at any time. We can, and expect to, modify our standards and specifications as we deem necessary. We will provide you notice of any changes in the Manuals.

You must permit us or our agents, at any reasonable time, to remove a reasonable number of samples of food or non-food items from your inventory or from the Restaurant free of charge for testing by us or by an independent laboratory to determine whether the samples meet our then-current standards and specifications. Besides any other remedies we may have, we may require you to pay for the testing if we have not previously approved the supplier of the item or if the sample fails to conform to our specifications.

Except for proprietary products and promotional materials provided by us or our designated suppliers, you must obtain all food and beverage items, ingredients, supplies, materials, fixtures, furnishings, equipment (including kitchen equipment, office equipment, service area equipment, electronic point of sale systems, computer hardware, and software systems), and other products used or offered for sale at the Restaurant solely from suppliers who demonstrate, to our continuing reasonable satisfaction, the ability to meet our then-current standards and specifications. Our criteria for supplier approval may be found in the Manuals. Among other things, the suppliers must have adequate quality controls and the capacity to supply your needs promptly and reliably. If you wish to purchase, lease or use any products or other items from an unapproved supplier, you must submit a written request for approval, or must request the supplier to do so. We have to approve any supplier in writing before you make any purchases from that supplier. We can require that our representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered, either to us or to an independent laboratory, for testing. You must pay the Vendor/Equipment Approval fee, cost of the inspection, and the actual cost of the test must be paid by you or the supplier. We reserve the right to re-inspect the facilities and products of any approved supplier and to revoke our approval if the supplier fails to continue to meet any of our then-current standards. Our supplier approval procedure does not obligate us to approve any particular supplier. However, we will notify you within 30 days after we complete the inspection and evaluation process of our approval or disapproval of any proposed supplier.

Proprietary Products and Marks

We have and may continue to develop for use in the System products which are prepared from confidential proprietary recipes and other proprietary products which bear our Marks. Because of the importance of quality and uniformity of production and the significance of those products in the System, it is to your and our benefit that we closely control the production and distribution of those products. Accordingly, if those products become a part of the System, you will use only our proprietary recipes and other proprietary products and will purchase those items solely from us or from a source we designate all of your requirements for those products. After opening your FIVE GUYS® Restaurant, you may be required to purchase from us or our affiliates for resale to your customers any merchandise identifying the System that we require, such as FIVE GUYS® memorabilia and promotional products (such as t-shirts and jackets for resale), in amounts sufficient to satisfy your customer demand. You must also obtain upgrades for your electronic cash register system from designated suppliers occasionally as we notify you that they have become available, as described below in this Item 8 under the subheading "Computer and Electronic Cash Register Systems."

All advertising and promotional materials, signs, decorations, paper goods (including menus and all forms and stationery used in the Restaurant) and other items we designate must bear the Marks in the form, color, location and manner we prescribe. In addition, all your advertising and promotion in any medium must be conducted in a dignified manner and must conform to the standards and requirements in the Manuals or otherwise. You must obtain our approval before you use any advertising and promotional materials and plans if we have not prepared or approved them during the 12 months before their proposed use.

Insurance

Before you open the Restaurant for business, you must obtain the insurance coverage specified below for the Restaurant to protect you, and, separately, us (with our affiliates, successors and assigns, and our respective partners and the officers, directors, shareholders, partners, agents, representatives, independent contractors and employees of each of them, the “**Designees**”) against any demand or claim with respect to personal injury, death or property damage, or any loss, liability or expense whatsoever arising or occurring on or in connection with the Restaurant. This insurance coverage must be maintained during the term of the Franchise Agreement and must be obtained from a responsible carrier or carriers acceptable to us. Except as additional coverages and higher policy limits may reasonably be specified by us occasionally, the policy or policies must include the following:

1. Commercial general liability insurance, including property damage, personal injury, advertising injury, completed operations, products liability, and contracts liability in the amount of \$2,000,000 per occurrence and in the aggregate.
2. Property insurance providing coverage for “All Risks” of physical loss or damage and insuring all perils insured under the ISO “Special Form Causes of Loss” form, in an amount sufficient to cover the full cost of replacement of the Restaurant premises and all other related property in which you may have an interest with no coinsurance clause. The property insurance coverage must include coverage for business interruption in an amount sufficient to cover 12 months of the Restaurant’s Gross Sales, and we reserve the right to require that the policy be extended to include coverage for earth movement, flood, wind and hail, and other perils we deem necessary.
3. Crime insurance for employee dishonesty in the amount of \$10,000 per occurrence.
4. Worker’s compensation insurance in amounts provided by applicable law or, if permissible under applicable law, a legally appropriate alternative providing substantially similar compensation for injured workers satisfactory to us, so long as you maintain an excess indemnity or “umbrella” policy covering employer’s liability and/or a medical/disability policy covering medical expenses for on-the-job accidents.
5. Commercial automobile liability insurance coverage for bodily injury and property damage for all owned, rented, leased, and/or hired vehicles you use in connection with the operation of the Restaurant in the amount of \$1,000,000 per occurrence and in the aggregate.
6. Network security, media & cyber liability insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of your Restaurant operations or services with a limit of \$2,000,000 per occurrence and in the aggregate. This coverage must include (i) contractual privacy coverage for data breach response and crisis management costs that we would incur in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center; and (ii) third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer

protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks.

7. Employment practices liability coverage including endorsement for third-party claims in the amount of \$2,000,000 per occurrence and in the aggregate.

8. Such other insurance as may be required by the state or locality in which the Restaurant is located and operated.

You may, after obtaining our written consent, elect to have reasonable deductibles under the coverage required under paragraphs 1 - 8 described above; however, neither we nor our Designees will be responsible for any deductibles and/or waiting periods that may appear in your policies. Also, related to any construction, renovation, refurbishment or remodeling of the Restaurant, you must maintain builders' risks insurance or equivalent course of construction coverage on your property insurance in an amount sufficient to cover the contract value of the project, plus any existing property (and this insurance must be extended to provide "*delay in opening*" coverage, where available).

All policies you obtain and maintain must (i) contain cross liability coverage and severability on interests language, (ii) include a waiver of subrogation in favor of us and our Designees (to the extent permitted by law), (iii) be primary and non-contributory with any and all coverages held by us and/or our Designees, and (iv) be issued by an insurance company rated at least 'A' 'VIII' in the most current edition of A.M. Best Guide. We and our Designees must be included as additional insured under all above policies except worker's compensation insurance, and those policies must expressly provide that none of our interests will be affected by any breach by you of any policy provisions. All policies must contain a provision that we and our Designees, although named as additional insured, will nevertheless be entitled to recover under the policies on any loss occasioned to us or our servants, agents or employees by reason of the negligence of you or your servants, agents or employees.

On execution of a Franchise Agreement, and thereafter 30 days before the expiration of any policy, you must deliver to us the Certificates of Insurance and Endorsements evidencing the existence and continuation of proper coverage with limits not less than those we require. In addition, if we request, you must deliver to us a copy of the insurance policy or policies we require. Further, all insurance policies must expressly provide that no less than 30 days' prior written notice will be given to us in the event of a material alteration to or cancellation of the policies. All delivered Certificates of Insurance and Endorsements evidencing the existence and continuation of proper coverage must be sent electronically to insurance@fiveguys.com, with hard copies to the following address upon request, or such other address(es) as we may designate from time to time:

FIVE GUYS ENTERPRISES, LLC
10718 Richmond Hwy
Lorton, Virginia 22079
Attention: Risk Management Department

Should you, for any reason, fail to procure or maintain the insurance we require, as these requirements may be revised occasionally by us in writing, we will have the right and authority, but not the obligation, to immediately procure the insurance and charge you, which you must pay immediately on notice. The foregoing remedies are in addition to any other remedies we may have at law or in equity.

System-Wide Information

Five Guys Bakery, an indirect subsidiary of our Parent Company, is currently the only approved supplier for the hamburger and hotdog buns and rolls that you must use. You must pay Five Guys Bakery by electronic wire transfer once your order is placed. PAR Technology Corporation is currently the only approved supplier of the Point-of-Sale system. All other supplies and products may be purchased from any supplier previously approved by us, provided they maintain and conform to our standards and specifications. Other than Five Guys Bakery, there are no approved suppliers in which any of our officers owns an interest.

From January 1, 2017 to the date of closing of the Securitization Transaction in June 2017, \$26,488,349 in revenue was derived by FGF (the supplier of hamburger and hot dog buns before the closing of the Securitization Transaction) from the sale of hamburger and hotdog buns to our U.S. and Canadian franchisees, which amounted to 100% of FGF's total revenue for 2017. From the date of closing of the Securitization Transaction through December 31, 2017, \$28,117,271 in revenue was derived by our affiliate Five Guys Bakery (the supplier of hamburger and hot dog buns after the closing of the Securitization Transaction) from the sale of hamburger and hotdog buns to our U.S. and Canadian franchisees, which amounted to 100% of Five Guys Bakery's total revenue for 2017. Neither we nor our other affiliates derived any other revenue from required purchases or leases.

We may, occasionally when possible, negotiate purchase arrangements, including price terms, with designated and approved suppliers on behalf of us and the franchise system. We may receive discounts on some products used in the franchise system, such as purchases of electronic cash register and software from approved suppliers, Restaurant equipment, and materials displaying our Marks, such as cups, napkins, business cards, stationery, flyers, brochures and other promotional materials and memorabilia. These discounts will be made available to you if you purchase through the approved suppliers offering the discounts. You must purchase from us or sources designated by us proprietary products and trademarked food products, as described in the Manuals. (We may sell these items to you or have you purchase them through designated sources at our cost, plus shipping, handling, a reasonable mark up by the supplier and an amount to compensate us for our administrative overhead in connection with these arrangements.) We do not undertake any obligation to negotiate the proportional price reductions as each supplier has their own position on the granting of (and tracking/accounting for) price reductions and/or rebates (which are described below).

In addition to the discounts described above, we or our affiliates will receive, and expect to continue to receive, rebates from some of our designated suppliers as a result of our franchisees' required purchases from these suppliers. We estimate that these rebates will range from 1% to 5% of franchisees' purchases for products such as Coca-Cola beverages, Dr. Pepper beverages, Heinz products and Musiktoday. We do not receive rebates from all of our designated suppliers, as some provide discounts to us and our franchisees (as described above) or do not provide any purchasing incentives. Any rebates received serve to partially reimburse us for our costs in the initial sourcing, approval and ongoing monitoring of these suppliers' compliance with our quality standards. In 2017, approximately 100% of the proceeds expensed from the rebate funds collected were used to compensate the system-wide, third-party administrators for the secret shopper program, MarketForce, and to issue Coca-Cola related rebates to Five Guys franchisees.

As of the date of this Disclosure Document, there are no purchasing or distribution cooperatives for any of the items described above in which we require you to participate.

You must purchase or lease virtually all goods and services necessary to establish and operate the Restaurants from us or our Designees, from suppliers we approve, or in accordance with our specifications. We estimate that your purchases and leases from us and our approved suppliers will be approximately 90% to 100% of your costs to establish and operate the franchised business.

When determining whether to grant new or additional franchises, we consider many factors, including any development rights granted under a Development Agreement, compliance with the Franchise Agreement, and compliance with the requirements described above in this Item 8.

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Agreement	Item in Disclosure Document
a. Site selection and acquisition/ lease	Section II of Franchise Agreement	Items 8 and 11
b. Pre-opening purchases/leases	Sections VI, VII and VIII of Franchise Agreement	Items 5, 6, 7, 8 and 11
c. Site development and other pre-opening requirements	Section II of Franchise Agreement	Items 1, 8 and 11
d. Initial and ongoing training	Section VI of Franchise Agreement	Items 5, 6 and 11
e. Opening	Section VI of Franchise Agreement	Items 5, 6 and 11
f. Fees	Sections IV and VIII of Franchise Agreement and Section II of Development Agreement	Items 5 and 6
g. Compliance with standards and policies/Manuals	Sections II, III, VI, VIII, IX, X, XI and XII of Franchise Agreement	Items 11 and 14
h. Trademarks and proprietary information	Sections IX and X and Attachment D of Franchise Agreement and Attachment B of Development Agreement	Items 11, 13 and 14
i. Restrictions on products/services offered	Section VII of Franchise Agreement	Items 8 and 16
j. Warranty and customer service requirements	Section VII of Franchise Agreement	Item 8
k. Territorial development and sales quotas	Section III of Development Agreement	Item 12
l. Ongoing product/service purchases	Section VII of Franchise Agreement	Items 6 and 8
m. Maintenance, appearance and remodeling requirements	Sections II, VII and XIV of Franchise Agreement	Items 8 and 11
n. Insurance	Section XII of Franchise Agreement	Items 7 and 8
o. Advertising	Section VIII of Franchise Agreement	Items 6, 8 and 11
p. Indemnification	Section XV of Franchise Agreement and Section X of Development Agreement	Item 6

Obligation	Section in Agreement	Item in Disclosure Document
q. Owner's participation/management/staffing	Sections VI, XIV, XV and XIX of Franchise Agreement and Section VI of Development Agreement	Items 1, 11 and 15
r. Records and Reports	Sections IV, VII and XI of Franchise Agreement	Item 6
s. Inspections and audits	Sections II, VII and XI of Franchise Agreement	Items 6, 8 and 11
t. Transfer	Section XIV of Franchise Agreement and Section VII of Development Agreement	Items 6 and 17
u. Renewal or Extension of Rights	Section III of Franchise Agreement and Section III of Development Agreement	Items 6 and 17
v. Post-termination obligations	Section XVIII of Franchise Agreement and Section VII of Development Agreement	Items 6 and 17
w. Non-competition covenants	Section X and Attachment D of Franchise Agreement and Section IX and Attachment B of Development Agreement	Item 17
x. Dispute Resolution	Section XIX of Franchise Agreement and Section XV of Development Agreement	Items 6 and 17
y. Other: - Liquidated damages - Annual Development Plan	Section XVIII of Franchise Agreement Section III of Development Agreement	Item 6 Item 1

ITEM 10

FINANCING

We do not offer, either directly or indirectly, any financing arrangements to you. 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 are not required to provide you with any assistance.

As noted in Item 1, we have entered into a management agreement with FGE for the provision of support and services to Five Guys franchisees. However, we remain responsible for all of the support and services required under the Franchise Agreement.

Pre-Opening Obligations:

Before the opening of a Restaurant we or our designee will provide the following assistance and services:

1. Our written site selection guidelines and the site selection assistance we deem advisable. (Franchise Agreement, Section V.(1).) If you cannot obtain possession of an approved location for the

Restaurant within 6 months after you have signed the Franchise Agreement, we have the right to terminate the Franchise Agreement and refund 75% of the initial Franchise Fee.

2. One on-site evaluation, and additional on-site evaluations as we deem necessary or in response to your reasonable request for site approval. (Franchise Agreement, Section V.(2).)

3. The Preliminary Design Package for the Restaurant. (Franchise Agreement, Sections VII.(D). and V.(3).)

4. On loan, access to a set of the Manuals which we may revise. (Franchise Agreement, Section V.(4).)

5. A list of our approved suppliers. (Franchise Agreement, Section V.(7).)

6. An initial training program for your Operating Principal, general manager, and one assistant manager at no additional charge to you. If you wish to have additional personnel trained, we may charge up to \$1,500 per person. (Franchise Agreement, Section V.(8).)

7. 5 days of on-site pre-opening and 5 days of post-opening management assistance at the Restaurant for your first Restaurant and in our discretion for each additional Restaurant. Pre-opening assistance includes construction inspections and review. Neither period may necessarily be consecutive days. (Franchise Agreement, Section V.(9).)

We are not required to provide any other service or assistance to you before the opening of the Restaurant.

Post-Opening Obligations:

We are obligated by the Franchise Agreement to provide the following services and assistance after the opening of the Restaurant:

1. As we reasonably determine necessary, visits to, and evaluations of, the Restaurant and the products and services provided there to ensure that the high standards of quality, appearance and service of the System are maintained. (Franchise Agreement, Section V.(5).)

2. Advice and written materials (including updates to the Manuals) concerning techniques of managing and operating the Restaurant, including new developments and improvements in equipment, food products, packaging and preparation. (Franchise Agreement, Section V.(4).)

3. Certain merchandise incorporating our Marks, including promotional products and memorabilia, for use in the Restaurant and for resale to your customers, in quantities sufficient to meet your customer demand, at a reasonable cost are made available to franchisees in the System. (Franchise Agreement, Section V.(6).)

4. 5 days of on-site post-opening management assistance at the Restaurant. (Franchise Agreement, Sections V.(9) and VI.F.(3).)

5. Training programs and seminars and other related activities regarding the operation of the Restaurant as we (or our designee) may conduct for you, or Restaurant personnel generally, which your Operating Principal, general manager and other Restaurant personnel may be required to attend. (Franchise Agreement, Section VI.E(2).)

6. On-site remedial training for your Restaurant personnel when you reasonably request it or as we find appropriate. If the remedial training is requested by you, we may require you to pay the per

diem of the employees providing the training and our expenses in providing the training. (Franchise Agreement, Section VI.E(4).)

7. Administration of the Creative Fund and advertising cooperatives described below, as applicable. (Franchise Agreement, Section VIII.C and D.)

8. Indemnification against and reimbursement for all damages for which you are held liable in any proceeding arising out of your use of any of the Marks (including settlement amounts), provided that you and your Controlling Principals have fully complied with the terms of the Franchise Agreement. (Franchise Agreement, Section IX.D.)

We are not required to provide any other service or assistance to you for the continuing operation of the Restaurant.

We have no obligations to perform any duties under the Development Agreement.

Creative Fund:

The Creative Fund. Our predecessor, FGE, established and we currently administer a creative fund to quality control and promote the System on a regional or national basis (the “**Creative Fund**”). You must contribute up to 2% of the Gross Sales of the Restaurant to the Creative Fund for each accounting period (the “**Weekly Contributions**”), as we determine and as set forth in Item 6. Company-owned units also contribute Weekly Contributions to the Creative Fund at the same level. These Weekly Contributions to the Creative Fund must be paid in the same manner as you make royalty payments.

We or our designated agent maintain and administer the Creative Fund as follows:

1. We direct all promotional programs and have sole discretion to approve or disapprove the creative concepts, materials and media used in the programs and their placement and allocation. Company-operated Restaurants contribute to the Creative Fund on the same basis as franchised Restaurants. The Creative Fund is intended to maximize customer service, brand awareness, quality control, general public recognition and acceptance of the Marks (including, without limitation, maintenance and remediation efforts to prevent the potential devaluation of the Marks) and improve the collective success of all Restaurants operating under the System. Therefore, we and our designated agents are not required to manage the Creative Fund so as to ensure (a) that your benefits from those expenditures are equivalent or proportionate to your contribution or (b) that any particular franchisee benefits directly or pro rata from the promotional programs.

2. The Weekly Contributions to the Creative Fund are used solely for collecting and expending the quality control and secret-shopper initiatives administered by our third-party consultants and/or all other advertising efforts (including, without limitation, the cost of preparing and conducting any general marketing campaigns, public relations activities, employing market consulting agencies to assist therein, and costs of our personnel and other departmental costs for marketing and quality control measures that we internally administer or prepare). All Weekly Contributions to the Creative Fund will be recorded in a separate general ledger account for such purposes, such as paying for the costs of maintaining, administering, directing, and preparing the secret-shopper initiatives and rewards programs. We may later elect to use proceeds from the Creative Fund in advertising efforts including television, radio, magazine, and newspaper advertising campaigns; direct mail and outdoor billboard advertising; public relations activities; employing advertising agencies; and costs of our personnel and other departmental costs for advertising that we may administer or prepare internally. In addition to the advertising costs described above, we may use the Creative Fund to defray our reasonable administrative costs and any overhead that we may incur in the administration or direction of the Creative Fund and related

programs for you and the System. The Weekly Contributions to the Creative Fund and its earnings will not otherwise benefit us. Any sums paid to the Creative Fund that are not spent in the year they are collected will be spent in the following year or returned to the contributors in proportion to the respective amounts paid by them, without interest, on the basis of their respective contributions. For purposes of clarification, any rebates or similar allowances we receive and are subsequently contributed to the Creative Fund will be subject to our discretionary allowance and will not be subject to the restrictions described above.

3. We will prepare an annual statement of the operations of the Creative Fund that will be made available to you on your written request to us. We are not required to have this Creative Fund statement audited.

4. Although the Creative Fund is intended to be perpetual, we may terminate the Creative Fund at any time; however, the Creative Fund will not be terminated until all monies in the Creative Fund have been spent for advertising or promotional purposes or returned to contributors on the basis described in paragraph 2 above. We may also reduce your required contribution to the Creative Fund at our sole discretion.

We currently promote the Restaurants and the products offered by the Restaurants primarily using initiatives aimed at increasing quality control measures to generate greater word-of-mouth publicity (e.g., our secret shopper program). As the number of Restaurants in the System expands, we may consider limited use of other forms of media, including: television, radio, magazine and newspaper advertising campaigns; and direct mail and outdoor billboard advertising. The majority of any such advertising will be developed by members of our staff or third-party consultants. For the fiscal year ended 2017, the Creative Fund spent 69% of the Weekly Contributions on the employee rewards program recognizing those store employees who performed well as determined by our third party secret shopper consultants. Additionally, the Creative Fund spent 25% of the Weekly Contributions, plus the balance of the Weekly Contributions rolled over from 2016, on certain online marketing efforts (e.g. Google, Waze, Cardilytics, and Facebook) in connection with our “Break-Away Fund” created in consultation with our Franchisee Advisory Council. The remaining 6% balance of the Weekly Contributions collected in 2017 was rolled over to the following year and earmarked for Creative Fund expenditures consistent with the expenses described above (i.e. the employee rewards program and “Break-Away Fund” expenses for fiscal year 2018).

Local Advertising. We generally do not allow any advertising by our franchisees, but may approve limited advertising on a case-by-case basis. Any advertising materials must first be approved by us before you use it. You must not advertise or use our Marks in any fashion on the Internet, World Wide Web or via other means of advertising through telecommunication without our express written consent. We 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 MySpace, Facebook and Twitter or other similar outlets, that may exist now or in the future. We may use part of the contributions 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.

In addition to the Creative Fund contributions described above, you may be required to spend annually throughout the term of the Franchise Agreement, 2% of the Gross Sales of the Restaurant for local advertising in your primary area of responsibility. If we require such local expenditures, this amount will not be paid to us but will rather be spent by you. If your landlord requires you to participate in any marketing or promotion fund, the amounts you pay may be applied towards satisfying such local advertising obligations. Any advertising cooperative contributions (described below) will also be credited as part of your required local advertising obligations.

In the event we elect to require you to spend 2% of the Gross Sales of your Restaurant for local advertising, the costs and expenditures you incur with any of the following will **not** be included in your required expenditures on local advertising unless we approve in advance in writing:

1. Incentive programs for your employees or agents, including the cost of honoring any coupons distributed in connection with the programs;
2. Research expenditures;
3. Food costs incurred in any promotion;
4. Salaries and expenses of your employees, including salaries or expenses for attendance at advertising meetings or activities;
5. Charitable, political or other contributions or donations;
6. In-store materials consisting of fixtures or equipment;
7. Seminar and educational costs and expenses of your employees; and
8. Yellow page advertising.

Advertising Cooperatives. There are presently no advertising councils; however, we may designate any geographic area in which 2 or more Restaurants are located as a region for purposes of establishing an advertising cooperative (a “**Cooperative**”). The members of the Cooperative for any area will consist of all Restaurants in that area, whether operated by us or franchised. We will determine in advance how each Cooperative will be organized and governed and when it must start operation. We have the right to dissolve, merge or change the structure of the Cooperatives. Each Cooperative will be organized for the exclusive purposes of administering advertising programs and developing, subject to our approval, promotional materials for use by the members in local advertising. If a Cooperative has been established for a geographic area where your Restaurant is located when the Franchise Agreement is signed, or if any Cooperative is established during the term of the Franchise Agreement, you must sign all documents we request and become a member of the Cooperative according to the terms of the documents. A copy of the Cooperative documents applicable to the geographic area in which your Restaurant will be located will be provided to you if you request it.

If a Cooperative is formed in your area, you must contribute to the Cooperative the amounts required by its governing documents; however, you will not be required to contribute more than 1½% of your Gross Sales during each month to the Cooperative unless, subject to our approval, the members of the Cooperative agree to the payment of a larger fee. We will credit any Cooperative payments toward satisfaction of your local advertising requirement. Under certain special promotional programs, we may require that Cooperative payments be contributed to the Creative Fund, as described above. Any Cooperative formed in your area must maintain and administer your payments to the Cooperative in accordance with its governing documents. The Cooperative will be operated solely as a conduit for the collection and expenditure of the Cooperative fees for the purposes outlined above. No advertising or promotional plans or materials may be used by the Cooperative or furnished to its members without first obtaining our approval. If formed, each Cooperative will be obligated to prepare an annual financial statement reporting its expenditures for the previous year to its members.

General Advertising Information. If we establish a Cooperative applicable to your Restaurant, your total required contribution to the Creative Fund and the Cooperative will not exceed 4% of your Gross Sales.

Neither the Creative Fund nor any Cooperative will use any funds for advertising that is principally a solicitation for the sale of franchises for Restaurants.

Unauthorized media interviews by you, your affiliates, officers, directors, shareholders, partners, agents, representatives, independent contractors and employees are strictly prohibited.

Except as described above, we are not obligated to spend any amount on advertising in the area where your Restaurant is located.

Training:

No later than 30 days before the date the Restaurant begins operation, your Operating Principal, general manager, and one assistant manager must attend and complete, to our satisfaction, our initial training program. This training will be conducted at our corporate headquarters or at another location we designate. Initial training programs will be offered at various times during the year depending on the number of new franchisees entering the franchisee system, replacement operating principals and general managers and other personnel needing training, the number of new Restaurants being opened and the timing of the scheduled openings of Restaurants to be operated by our franchisees generally. It is anticipated that the initial training program will be offered 5 or 6 times a year. The initial training program will generally last about 2 weeks. However, we may require up to 6 weeks of training. We or our designee will provide instructors and training materials for the initial training of your Operating Principal, general manager, and one assistant manager at no additional charge to you. You may also have additional personnel trained by us or our designee for the Restaurant, although we may charge \$1,500 per person for that training. We will determine whether any training attendee has satisfactorily completed initial training. If your Operating Principal and general manager do not satisfactorily complete the initial training program (or if we determine that these persons cannot satisfactorily complete the training program) you must designate a replacement to satisfactorily complete the training. Any Operating Principal or general manager you subsequently designate must also receive and complete the initial training. We reserve the right to charge a reasonable fee for the initial training we or our designee provides to a replacement or successor Operating Principal or general manager, if we have not approved you to provide the training. You must pay all expenses you and your Operating Principal, general manager and other personnel incur for any training program, including costs of travel, lodging, meals and wages.

The Operating Principal, general manager and other personnel must attend additional training programs and seminars we may consider necessary. For all of these programs and seminars, we will provide the instructors and training materials. If the training is mandatory, we will not charge you a fee for attending the training. We reserve the right to charge a reasonable fee for any additional training programs and/or seminars that we provide to you or your personnel at your request. You must also pay all expenses you or your Operating Principal, general manager and other personnel incur in participating in any additional training, including costs of travel, lodging, meals, and wages.

For the opening of your first Restaurant, we will provide you with one of our trained representatives. The trained representative will provide on-site pre-opening and opening training, supervision, and management assistance to you for 10 days. This training and assistance will be provided to you at no additional expense. For any additional assistance you request and any similar assistance that we provide to a replacement Restaurant, if the premises are destroyed or the Restaurant must be closed for any other reason, we reserve the right to require you to pay us the per diem fee then being charged to franchisees generally for trained representative assistance, including payment of any expenses the trained representative incurs, such as costs of travel, lodging, meals and wages.

There is a formal training staff who will be conducting the opening training. The minimum experience of the training staff that is relevant to the subject taught and our operations is 2 years. Chad Murrell is the Training Manager, and he is also in charge of the training program. As stated in Item 2 of this Disclosure Document, Chad Murrell has been Vice President of FGI since 1997 and he also serves as

one of FGE's Vice Presidents. He has over 20 years of experience in all aspects of our System and the operations of FIVE GUYS® Restaurants. We may also draw on the substantial experience of other Restaurant personnel in conducting Restaurant operations training. The instructional materials used in the initial training consist of our Operations Manual, marketing and promotion materials, programs related to the operation of the point of purchase system, and other written directives related to the operation of the Restaurant (collectively, the "**Manuals**").

The job training and instructions providing the initial training program are described below:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Review Training Agenda; Review Operating Forms	8	0	Lorton, Virginia
Review Operations Manual; Review Recipes & Procedures Manual	8	0	Lorton, Virginia
Review Preparation List Introduction to Kitchen Equipment Cleanliness Procedures Use of Cutting Boards Use of Knife	0	24	Lorton, Virginia
Menu Descriptions Exam	0	8	Lorton, Virginia
Kitchen Open Receiving Orders Preparing Menu Items	0	8	Lorton, Virginia
Kitchen Open Complete Preparing Menu Items Review Dish Presentations	0	8	Lorton, Virginia
Review POS System We Specify	0	8	Lorton, Virginia
Marketing	0	8	Lorton, Virginia
Cook Training Franchisee Training - Administration	0	24	Your Restaurant
Cook Training Counter Training	0	24	Your Restaurant
Cook Training Counter Training Opening Night – Family & Friends	0	8	Your Restaurant
Soft Opening - Day 1	0	8	Your Restaurant
Opening Week	0	32	Your Restaurant

The entire training program is subject to change due to updates in materials, methods, manuals and personnel without notice to you.

Training programs will begin on a Monday morning. The subjects and time periods allocated to the subjects actually taught to a specific franchisee and its personnel may vary based on the experience of those persons being trained.

If you reasonably request or as we deem appropriate, we will, during the term of the Franchise Agreement, subject to the availability of personnel, provide you with additional trained representatives who will provide on-site remedial training to your Restaurant personnel. Any additional training we consider necessary must be attended by you (if an individual), your general manager, and at least one assistant manager. For additional training that you request, you may be required to pay the per diem fee then being charged to franchisees under the System for the services of our trained representatives, plus their costs of travel, lodging, meals, and wages. The per diem fee will not be charged if the assistance is provided based on our determination that the training is necessary; however, we reserve the right to charge for our reasonable expenses incurred in providing the assistance.

The Table of Contents for our Operations Manual is Exhibit F of this Disclosure Document. The Operations Manual is a total of 189 pages.

Site Selection:

General Obligations. You must assume all costs, liabilities, expenses and responsibility for locating, obtaining and developing a site for the Restaurant and for constructing and equipping the Restaurant at the accepted site. You will select the site for the Restaurant subject to our approval. The Restaurant may not be relocated without first obtaining our written consent. Before you lease or purchase the site for the Restaurant, you must locate a site that satisfies our site selection guidelines. You must submit to us, in the form we specify, a description of the site, including evidence that the site satisfies our site selection guidelines, together with other information and materials that we may reasonably require, including a letter of intent or other evidence that confirms your favorable prospects for obtaining the site.

We will provide you with our current written site selection guidelines and any other site selection counseling and assistance we think is advisable. Our guidelines for site selection may require that you conduct, at your expense, an evaluation of the demographics of the market area for the location (including the population and income level of residents in the market area), aerial photography, size and other physical attributes of the location, shopping mall, tenant mix, proximity to residential neighborhoods and proximity to schools, shopping centers, entertainment facilities and other businesses that attract consumers and generate traffic.

Our current offering contemplates a 2,000 to 3,000 square foot Restaurant to be located in an end-cap space, in strip shopping centers, or in other urban locations (such as shopping malls, university campuses or hospitals). We may consider other, non-traditional locations on a case-by-case basis.

We will also provide you an on-site evaluation of the proposed site for your first Restaurant without charge. We will not, however, provide an on-site evaluation for any proposed site before receiving from you the materials described above. We will provide additional on-site evaluations if you or we think such additional evaluations are necessary. For those additional on-site evaluations, or if the Franchise Agreement does not relate to your first Restaurant, we reserve the right to charge a reasonable fee for each evaluation as well as a fee for our reasonable expenses including the cost of travel, lodging, meals and wages.

Lease Rider. You must also obtain our approval of any contract of sale or lease for the Restaurant before you sign the contract or lease. We will not approve any lease unless a rider to the lease, we prepare, is signed by you, by us and by the landlord. The rider will contain the following provisions:

1. During the term of the Franchise Agreement, the premises will be used only for the operation of the Restaurant.
2. The landlord consents to your use of the Marks and signs, décor items, color schemes and related components of the System (and specific reference is made to our exterior signage requirements).

3. The landlord agrees to give us copies of any and all letters and notices sent to you related to the lease and the premises, at the same time that these letters and notices are sent to you.

4. We may enter the premises to make any modification necessary to protect the System and Marks or to cure any default under the Franchise Agreement or under the lease, without being guilty of trespass or any other crime or tort. The landlord will not be responsible for any expenses or damages owing from our conduct of those activities.

5. If we exercise our option to obtain your lease, you must assign the lease to us or our designee when the Franchise Agreement expires or terminates, and the landlord will consent to this assignment and will not charge any assignment fee or accelerate rent under the lease.

6. If the lease is assigned, we or our designee will agree to assume from the date of assignment all of your obligations remaining under the lease, and we or our designee will assume your occupancy rights, and the right to sublease the premises, for the remainder of the term of the lease.

7. You will not assign the lease or renew or extend the lease's term without obtaining our written consent first.

8. The landlord and you will not amend or otherwise modify the lease in any manner that could materially affect any of the above requirements without obtaining our written consent first.

9. The terms of the lease rider will supersede any conflicting terms of the lease.

Timing for Site Approval. You must submit information and materials for the proposed site to us for approval no later than 30 days after you have signed the Franchise Agreement. We will have 15 days to respond to your application for the proposed site and submitted materials with our final decision on approval or disapproval of the proposed site to be provided to you within 30 days. If you cannot obtain possession of an approved location for the Restaurant within 6 months after you have signed the Franchise Agreement, we have the right to terminate the Franchise Agreement and refund 75% of the initial Franchise Fee.

Construction and Buildout. We will provide you with a Preliminary Design Package which will include the floor plan, the reflected ceiling plan, and the FIVE GUYS® standard construction guidelines for a prototypical Restaurant. You must, at your expense, obtain architectural, engineering and design services you deem necessary for the construction of your Restaurant from an architectural design firm which we approve, which approval will not be unreasonably withheld. You must adapt the Preliminary Design Package for the construction of your Restaurant premises. You must submit adapted architectural and design plans to us for our review before implementation. We will notify you of our approval within 20 days of receiving the adapted plans. If we determine that any adapted plans are not consistent with the best interests of the System, we may, at our option, reject the adapted plans. Our notice of rejection will include a reasonably detailed list of the changes necessary to make the plans acceptable. If we fail to notify you of an objection to your adapted plans within 20 days, you may use the adapted plans. If we object to the plans, you must resubmit corrected plans to us, and we will notify you of our approval or disapproval of the resubmitted plans within 10 days of receipt. If we fail to notify you of any objection within 10 days, you may use the resubmitted plans. Our review of any adapted plans relates only to compliance with the System, and our acceptance of any plan does not constitute a representation, warranty, or guarantee, express or implied, that the plan is accurate, free of error concerning its design or structural application, or fully compliant with any applicable laws, codes, or regulations. We may periodically review, revise, and/or otherwise supplement the adapted plans after acceptance and monitor the Restaurant's construction process to ensure compliance at all times with all FIVE GUYS® brand standards and specifications.

Timing for Opening. We estimate that the time from the signing of the Franchise Agreement to the beginning of operations of the Restaurant will be about 6 to 12 months. This time may be shorter or longer depending on the time necessary to obtain an accepted site, to obtain financing, to obtain the permits and licenses for the construction and operation of the Restaurant, to complete construction or remodeling as it may be affected by weather conditions, shortages, delivery schedules and other similar factors, to complete the interior and exterior of the Restaurant, including decorating, purchasing and installing fixtures, equipment and signs, and to complete preparation for operating the Restaurant, including purchasing inventory and supplies. You must open the Restaurant and begin business within 120 days after you obtain possession of the accepted location, unless you obtain a written extension of this time period from us. If you do not obtain a site that we approve, and construct the Restaurant within the time periods required in Section II of the Franchise Agreement, we may terminate the Franchise Agreement.

Computer and Electronic Cash Register Systems:

You must maintain your books and business records according to our required format. To assist you with your reporting obligations to us, you must purchase or lease the specific POS System, electronic cash register, computer, thermal printers, AC line filters, remote printer interface and internet-based communications (collectively, the “**Computer System**”) we have approved for use at your Restaurant. The total cost of purchasing the Computer System ranges from \$10,000 to \$20,000. The cost of leasing the Computer System ranges from \$8,000 to \$12,000 annually. The cost is subject to change based on market conditions, availability of the product, and changes in technology, among other factors. The Computer System will record all sales information with respect to the Restaurant. We require that your Computer System be set up and interfaced with our system so that we are able to poll your daily receipts figures from our headquarters at any time. We may require computer hardware and software upgrades in the future. The frequency of these upgrades could be as often as annually or bi-annually. The costs of incorporating any upgrades into your Restaurant(s) will be your financial obligation.

You must make annual payments to a third party vendor to maintain your Computer System. It is anticipated that several updates and upgrades may be required by your third party vendor during the term of your Franchise Agreement, and any such updates or upgrades will be at your expense. We estimate that the cost of potential updates and upgrades is about \$5,000. We have no contractual obligation with any third party to upgrade your Computer System, but we may require upgrades in accordance with the terms of the Franchise Agreement. There is no limitation on the frequency or cost of these upgrades.

All data that you provide to us from your Computer System as well as other information that we may otherwise collect from you is owned exclusively by us, and we will have the right to use that data in any manner we deem appropriate without compensating you. We will have independent access to the information generated by and stored on the Computer System.

You must keep your cash registers and Computer System in good repair, at your expense, and you must promptly install additions, changes, modifications, substitutions and replacements to the cash register and Computer System as we may reasonably require. You will have the sole and complete responsibility for: (a) acquiring, operating, maintaining and upgrading your own cash register and Computer System; (b) the manner in which your cash register and Computer System interface with our computer systems, if any, and the computer systems of third parties; and (c) all consequences that may arise if your cash register and Computer System are not properly operated, maintained and upgraded. We do specify the kind or type of Computer System that you must obtain and operate, but we do not take on any responsibility for maintaining or upgrading any computer equipment or cash registers that you operate. We cannot provide an estimate of the cost you will incur to maintain the cash register and Computer System.

PCI Compliance:

For purposes of clarification, you will be solely responsible for ensuring that your POS System and Computer System are, and remain, compliant with all current “Payment Card Industry” (PCI) requirements periodically promulgated by VISA®, MasterCard®, American Express®, Discover®, and/or any other credit card brand honored at your franchised restaurant(s). You must ensure that the Restaurant adheres to the standards applicable to electronic payments including PCI standards or any equivalent standards. If we or one of the credit card companies requires, you must provide us with evidence of compliance with the applicable standards and provide, or make available, to us copies of an audit, scanning results or related documentation relating to the compliance. You must pay any costs associated with an audit or to gain compliance with these standards. You must immediately (in any event within 24 hours) notify us if you suspect or have been notified by any third party of a possible security breach related to the cashless system (or related cashless data) used in the Restaurant.

ITEM 12 **TERRITORY**

Development Agreement:

Under the Development Agreement, you are assigned a Territory where you have to develop a pre-determined number of Restaurants in accordance with a specified development schedule which will be listed in Section III of the Development Agreement and agreed to before it is signed (the “**Development Schedule**”). The size of the Territory may be an Area of Dominant Influence or “ADI,” a single or multi-county area, single state area or some other area, and will be described in Section I.A. of the Development Agreement. We will determine the Territory before you sign the Development Agreement based on various market and economic factors such as those described above regarding the Primary Area of Responsibility.

Except as stated below, if you are in compliance with the Development Agreement, we will not establish or authorize any other person or entity, other than you, to establish a Restaurant within the Territory during the term of the Development Agreement. We, any of our franchisees, and any other authorized person or entity may, at any time, advertise and promote the System in your Territory. We may also offer and sell and authorize others to offer and sell: (i) collateral products under the Marks, at or from any location, such as pre-packaged food or beverage products and FIVE GUYS® memorabilia, (ii) food and beverage services under the Marks at or through any FIVE GUYS® Restaurant or other permanent, temporary or seasonal food service facility providing in whole or in part the products and services offered by a Restaurant in any Reserved Area (as defined above) within the Territory; and (iii) any products or food and beverage services under any other names and marks, without compensating you. You will not receive an exclusive Territory under the Development Agreement. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

You must exercise the development rights only by entering into a separate Franchise Agreement with us for each Restaurant. We may, in our discretion, permit you to exercise the development rights through affiliated entities that are either your wholly owned subsidiaries or commonly controlled entities with ownership identical to yours. The Franchise Agreement to be signed for the first Restaurant you develop under the Development Agreement must be signed and delivered to us under the Development Schedule and will be in the form of the Franchise Agreement attached to this Disclosure Document. All additional Restaurants developed under the Development Agreement must be established and operated under our form of Franchise Agreement then being used by us for new franchised Restaurants. The then-current form of Franchise Agreement may differ from the form attached to this Disclosure Document.

In order to maintain your rights within the Territory under the Development Agreement, you must adhere to the Development Schedule set forth in Attachment C to your Development Agreement. You must open each Restaurant developed and begin business in accordance with the Development Schedule, unless

you obtain an extension of the Development Period (as defined in the Development Agreement), at the expiration of which, you were to have had a Restaurant open and in operation. You may, subject to our approval, purchase from us extensions of the Development Period as may be necessary to complete construction and begin operation of the Restaurant. Each extension will be for an additional 90 day period beginning on the expiration of the applicable Development Period, including any previous extensions (“**Extension Date**”). No more than 2 extensions of any Development Period will be permitted. If we grant an extension of a Development Period, the opening date of your Restaurant will be extended to the Extension Date. No extension of any Development Period will affect the duration of any other Development Period or any of your other development obligations. If an extension is requested in the final Development Period, the term of the Development Agreement will be extended to the Extension Date and you will have no further rights under the Development Agreement.

For any Restaurant that you will be unable to complete construction of and begin operating by the expiration date of the Development Period (as defined in the Development Agreement) in which the Restaurant was to have been opened, you must notify us in writing at least 60 days before the projected opening date for such Restaurant. You must include in the notice a description of the reasons for the failure to develop in a timely manner and the expected date of completion of construction and opening. No extension fee will be charged for any Restaurant for which we have accepted a site in accordance with the Franchise Agreement and you have begun construction, as defined in the Franchise Agreement.

If you fail to open a Restaurant in compliance with the Development Schedule as required in the Development Agreement, or otherwise commit a material event of default under the Development Agreement as described in Item 17 and above, we may, in addition to our other remedies, terminate or modify your territorial rights, reduce the area of territorial rights, reduce the number of Restaurants that you may establish, or accelerate the development schedule under the Development Agreement.

Franchise Agreement:

The Franchise Agreement grants you the right to operate a Restaurant at a single location that you select within the assigned area and that we approve (“**Primary Area of Responsibility**”). Attachment A to the Franchise Agreement lists the specific street address of the accepted location (“**Accepted Location**”). You must operate the Restaurant only at this Accepted Location and may not relocate the Restaurant without first obtaining our written consent. You may not establish or operate another Restaurant unless you enter into a separate Franchise Agreement and, in certain cases, a Development Agreement.

During the term of the Franchise Agreement, if you are in compliance with the Franchise Agreement, we will not establish a Restaurant or authorize any other person or entity to establish a Restaurant within your Primary Area of Responsibility. Your Primary Area of Responsibility will be described in Attachment A to the Franchise Agreement and is your exclusive territory. It will generally consist of the contiguous property, controlled by the landlord, in which the Restaurant is located, such as the shopping mall, strip mall, university campus, or hospital. Your Primary Area of Responsibility may be limited to the specific physical space occupied by the Restaurant.

In the event your Primary Area of Responsibility is limited to only the specific physical space occupied by the Restaurant, you will not be receiving an exclusive territory. In those cases, you may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

We will determine the Primary Area of Responsibility before the Franchise Agreement is signed based on various market and economic factors such as an evaluation of market demographics, the market penetration of the franchise system and similar businesses, the availability of appropriate sites and the growth trends in the market. If permitted, any delivery or catering business that you or any of our other franchisees engage in may be conducted both within and outside of your or their Primary Area of Responsibility.

We may also offer and sell and authorize others to offer and sell: (i) collateral products under the Marks, at or from any location, such as pre-packaged food or beverage products and FIVE GUYS® memorabilia, (ii) food and beverage services under the Marks at or through any FIVE GUYS® Restaurant or other permanent, temporary or seasonal food service facility providing in whole or in part the products and services offered by a FIVE GUYS® Restaurant in any Reserved Area (as defined below), and (iii) any products or food and beverage services under any other names and marks. A “**Reserved Area**” is defined as all airports, sporting arenas and stadiums, and United States Department of Defense locations, military installations and other federal government agencies (including Navy, Marine Corp, Army and Air Force bases and exchange service facilities). However, you may pursue, on a non-exclusive basis, opportunities to operate a Restaurant in an airport, sporting arena, or stadium located within the geographic borders of your Primary Area of Responsibility if you have secured all required permits and approvals from the necessary authorities. After you have secured such permits and approvals, we may approve of your proposed location on the same terms and conditions as we would for a location outside of a Reserved Area.

You may sell our proprietary products and related merchandise to retail customers and prospective retail customers who live anywhere but who choose to dine in your Restaurant. You may not engage in any promotional activities or sell our proprietary products or similar products or services, whether directly or indirectly, through or on the Internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system; through catalogs or other mail order devices sent or directed to customers or prospective customers located anywhere; or by telecopy or other telephonic or electronic communications, including toll-free numbers, directed to or received from customers or prospective customers located anywhere. You may not place advertisements in printed media and on television and radio that are targeted to customers and prospective customers located outside of your Primary Area of Responsibility. You may not sell our proprietary products to any business or other customer for resale (excluding sales to other Restaurants).

Although we have never engaged in such commercial activities in the past, we and our affiliates reserve the right to sell products under the Marks within and outside your Primary Area of Responsibility through any method of distribution other than a dedicated Restaurant, including sales through such channels of distribution as the Internet, temporary kiosks, grocery store offerings, or other manners of direct distribution (together, “**Alternative Distribution Channels**”). You may not use Alternative Distribution Channels to make sales outside or inside your Primary Area of Responsibility except as described in the following paragraph, and you will not receive any compensation for our sales (i.e. soliciting or accepting orders) from inside your Primary Area of Responsibility through Alternative Distribution Channels, except as described in the following paragraph.

If we engage in electronic commerce through any Internet, World Wide Web or other computer network site or sell through any other Alternative Distribution Channel, and we receive orders for any proprietary products or other products offered by a Restaurant calling for delivery or performance in your Primary Area of Responsibility, then we will offer the order to you at the price we establish. If you choose not to fulfill the order or are unable to do so, then we, one of our affiliates or a third party we designate (including another franchisee) may fulfill the order, and you will not be entitled to any compensation in connection with this. This electronic commerce program has not yet been instituted.

We have not yet established other franchises or company-owned outlets or another distribution channel selling or leasing similar products or services under a different trademark. We describe earlier in this Item 12 what we may do anywhere and at any time.

Except for the Restaurants operated by our affiliates, neither we nor any parent or affiliate has established, or presently intends to establish, other franchised or company-owned Restaurants which sell our proprietary products or services under a different trade name or trademark, but we reserve the right to do so in the future, without first obtaining your consent.

There are no options, rights of first refusal or similar rights to acquire additional franchises within the Primary Area of Responsibility or in any contiguous territories.

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Except as stated above, the territorial rights granted to you under the Franchise Agreement or the Development Agreement are not dependent on the achievement of a certain sales volume, market penetration or other contingency. Also, except as stated above, the Territory may not be altered before the Development Agreement expires or terminates.

Except as described above, we generally do not grant any right of first refusal to obtain additional Restaurant locations. If you wish to obtain an additional location, you must either have entered into a Development Agreement that grants you the right to establish more than one Restaurant or enter into a separate Franchise Agreement for the additional location.

We do not currently operate, franchise, or conduct business through Alternative Channels of Distribution offering products or services similar to those offered by the Restaurant under different marks. There are, however, no restrictions in either the Franchise Agreement or Development Agreement that would restrict our ability to do so.

There are no options, rights of first refusal or similar rights to acquire additional franchises within the territory or in any contiguous territories.

ITEM 13

TRADEMARKS

The Franchise Agreement grants you the non-exclusive right and license to use the Marks, and any other proprietary marks that we may use, during the term of the Franchise Agreement in operating your Restaurant from its Accepted Location. Your use of the proprietary Marks is limited solely to the operation of the Restaurant at its Accepted Location and only in accordance with our System.

Our Parent Company registered the following service mark registration for our principal trademarks on the Principal Register of the United States Patent and Trademark Office (“USPTO”). These service marks were transferred to us as part of the Securitization Transaction.

Mark	Registration Number	Registration Date
FIVE GUYS	2,576,160	June 4, 2002; Renewed June 4, 2012
FIVE GUYS BURGERS AND FRIES	3,569,218	February 3, 2009
FIVE GUYS BURGERS AND FRIES	3,571,563	February 10, 2009
FIVE GUYS	4,252,320	December 4, 2012

All required affidavits have been filed and we intend to renew the registrations for the Marks when they become due.

There are no agreements currently in effect that significantly limit or otherwise impact our rights to use or license the use of the Marks that are material to the franchise.

You may not use the Marks as a part of your corporate or other legal name, and you must comply with our instructions in filing and maintaining trade name or fictitious name registrations. You must execute any documents we require to protect the Marks or to maintain their continued validity and enforceability. In addition, you may not directly or indirectly contest the validity of our Parent Company’s ownership of, or our rights in and to, the Marks.

There are no currently effective determinations of the USPTO, the trademark trial and appeal board, the trademark administrator of any state or any court, no pending infringement, opposition or cancellation proceedings and no pending litigation involving any of the Marks that may significantly affect the ownership or use of any Mark listed above.

We know of no superior prior rights or infringing uses of any Mark that could materially affect your use of the Marks in this or any other state.

You must immediately notify us of any apparent infringement of the Marks or challenge to your use of any of the Marks or claim by any person of any rights in any of the Marks. You and your Controlling Principals are not permitted to communicate with any person other than us, or any designated affiliate, our counsel and your counsel involving any infringement, challenge or claim. We can take action and have the right to exclusively control any litigation, USPTO proceeding or other administrative or agency proceeding caused by any infringement, challenge or claim or otherwise relating to any of the Marks. You must sign any and all documents, and do what may, in our counsel's opinion, be necessary or advisable to protect our interests in any litigation, USPTO proceeding or other administrative or agency proceeding or to otherwise protect and maintain our interests and the interests of any other person or entity having an interest in the Marks.

We will indemnify you against and reimburse you for all damages for which you are held liable for your use of any of the Marks, provided that the conduct of you and your Controlling Principals in the proceeding and use of the Marks is in full compliance with the terms of the Franchise Agreement.

Except as provided above, we are not obligated by the Franchise Agreement to protect any rights granted to you to use the Marks or to protect you against claims of infringement or unfair competition with respect to them. Although we are not contractually obligated to protect the Marks or your right to use them, as a matter of corporate policy, we intend to defend the Marks vigorously.

We may require you, at your expense, to discontinue or modify your use of any of the Marks or to use one or more additional or substitute trade names, service marks, trademarks, symbols, logos, emblems and indicia of origin if we determine that an addition or substitution will benefit the System.

The license to use the Marks granted in the Franchise Agreement is non-exclusive to you. We have and retain certain rights in the Marks including the following:

1. To grant other licenses for the use of the Marks outside of your Primary Area of Responsibility;
2. To develop and establish other systems using the Marks or other names or marks, and to grant licenses or franchises in those systems without providing any rights to you; and
3. To engage, directly or indirectly, at wholesale, retail or otherwise, in (a) the production, distribution, license and sale of products and services and (b) the use of the Marks and any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics we may develop for that purpose.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights:

We have no patents or registered copyrights that are material to the FIVE GUYS® franchise. We do not have any pending patents or copyrights that are material to the FIVE GUYS® franchise.

Confidential Manuals:

You must operate the Restaurant in accordance with the standards and procedures specified in the Manuals. One copy of the Manuals will be loaned to you by us for the term of the Franchise Agreement.

You must treat the Manuals and any other manuals we create or approve for use in your operation of the Restaurant, and the information contained in them, as confidential. You must also use all reasonable efforts to maintain this information as secret and confidential and you must not duplicate, copy, record or otherwise reproduce these materials, in whole or in part, or make them available to any unauthorized person. The Manuals remain our sole property and must be kept in a secure place on the Restaurant premises.

We may revise the contents of the Manuals and you must comply with each new or changed standard. You must also insure that the Manuals are kept current at all times. If there is a dispute as to the contents of the Manuals, the terms of the master copy maintained by us at our home office will be controlling. You must return to us all pages that are replaced in the Manuals.

Confidential Information:

We and our affiliates claim proprietary rights in certain of our recipes which are included in the Manuals and which are trade secrets. You and each of your Controlling Principals are prohibited, during and after the term of the Franchise Agreement, from communicating, or using for the benefit of any other person or entity, and, after the term of the Franchise Agreement, from using for your or their own benefit, any confidential information, knowledge or know-how concerning the methods of operation of the Restaurant that may be communicated to you or any of your Controlling Principals or that you may learn about, including these trade secrets. You and each of your Controlling Principals can divulge this confidential information only to your employees who must have access to it to operate the Restaurant. Neither you nor your Controlling Principals are permitted at any time, without first obtaining our written consent, to copy, record or otherwise reproduce the materials or information nor make them available to any unauthorized person. Any and all information, knowledge, know-how and techniques related to the System that we communicate to you, including the Manuals, plans and specifications, marketing information and strategies and site evaluation, selection guidelines and techniques, are considered confidential.

If we ask, you must have your general manager and any of your personnel who have received or will have access to confidential information sign similar covenants. The covenants will be substantially as stated in Attachment D to the Franchise Agreement and Attachment A to the Development Agreement. Your Principals also must sign these covenants.

If you or your Controlling Principals develop any new concept, process or improvement in the operation or promotion of the Restaurant, you must promptly notify us and give us all necessary information, free of charge. You and your Controlling Principals must acknowledge that any of these concepts, processes or improvements will become our property and we may give the information to other franchisees.

Web-Based Training and Training Video Series:

We will loan you one copy of any training videos that we may develop in the future for the term of the Franchise Agreement. We may also develop an internet-based training program and offer and/or require your participation in that program (together with the videos, the “**Training Devices**”).

You must treat the Training Devices and any other training materials we create or approve for use in your operation of the Restaurant, and the information contained in them, as confidential. You must also use all reasonable efforts to maintain this information as secret and confidential and you must not duplicate,

copy, record or otherwise reproduce these materials, in whole or in part, or make them available to any unauthorized person. The Training Devices remain our sole property and must be kept, as applicable, in a secure place on the Restaurant premises.

We may revise the contents of the Training Devices and you must return to us any Training Devices that are replaced by any updates we issue.

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

When you sign the Agreements, you must designate and retain at all times an individual to serve as the Operating Principal under the Agreements. If you are an individual, you must perform all obligations of the Operating Principal. If you are a corporation, partnership or other form of entity, the Operating Principal must be one of your “Controlling Principals” and must continue to hold ownership interest in you or any entity that directly or indirectly controls you. Except as otherwise provided in the Agreements, the Operating Principal’s interest in you must remain free of any pledge, mortgage, hypothecation, lien, charge, encumbrance, voting agreement, proxy, security interest or purchase right or option.

The Operating Principal may, at his option, and subject to our approval, designate an individual to perform the duties and obligations of the Operating Principal described in the Agreements and in this Disclosure Document. The Operating Principal must take all necessary action to ensure that the designee conducts and fulfills all of the Operating Principal’s obligations and will remain fully responsible for his performance. The Operating Principal (or his designee, if applicable) must devote substantial full time and best efforts to the supervision and performance of the Restaurant under the Agreements. The Operating Principal must sign the Agreements as one of your “Controlling Principals,” and will individually guarantee all of your obligations, and will be jointly and severally bound by all of your obligations and the obligations of the Operating Principal and your Controlling Principals under the Agreements.

The Operating Principal (and any designee) must meet our standards for these positions, as provided in the Manuals or other written instructions. Under the Agreements, the Operating Principal (or his designee) must satisfy the training requirements stated in the Franchise Agreement.

If, during the term of the Agreements, the Operating Principal or any designee cannot serve as Operating Principal or no longer qualifies, you must promptly notify us and designate a replacement within 15 days after the Operating Principal or designee stops serving or no longer meets the requirements. Any replacement must meet the same qualifications listed above. You must provide for interim management of the Restaurant until you designate a replacement. This interim management must be conducted in accordance with the Agreements.

As described in Item 1, we have identified certain persons under the Franchise Agreement and Development Agreement that we refer to in this Disclosure Document as your Principals. Your Principals include your spouse, if you are a married individual, your Principals also include those of your business entity’s officers and directors (including the officers and directors of your general partner, if applicable) whom we designate as your Principals and all holders of an ownership interest in you and in any entity that directly or indirectly controls you, and any other person or entity controlling, controlled by, or under common control with you.

If we designate certain of your Principals as Controlling Principals, they must sign the Franchise Agreement and Development Agreement, as applicable, and agree to be individually bound by certain obligations under the Agreements, including confidentiality and non-competition covenants and to personally guarantee your performance under the Agreements. We typically designate your principal equity owners and executive officers, as well as any other affiliated entities that operate FIVE GUYS® Restaurants

as Controlling Principals. The franchise owners, partners, members and/or spouses are bound by these same obligations regarding the personal guaranty, confidentiality and non-competition covenants.

You must retain at all times a general manager and the other personnel as are required to operate and manage the Restaurant. The general manager must satisfy our educational and business criteria as provided to you in the Manuals or other written instructions, and must be individually acceptable to us. In addition, the general manager must be responsible for the supervision and management of the Restaurant, and must devote full time and best efforts to this activity. The general manager also must satisfy the applicable training requirements in the Franchise Agreement. If the general manager cannot serve in the position or does not meet the requirements, he or she must be replaced within the same time period and under the same conditions stated above for the Operating Principal. Your general manager does not have to own an equity interest in the Restaurant.

If you employ any individual as general manager or in a managerial position who is at the time employed in a managerial position by us or by another of our franchisees, you must pay the former employer for the reasonable costs and expenses the employer incurred for the training of the employee.

You must also obtain covenants not to compete, including covenants applicable on the termination of the person's relationship with you, from your general manager and any of your other personnel who have received or will have access to our training before employment, and any holder of a beneficial interest in you (except for any limited partners) who is not designated as a Controlling Principal and does not sign the Franchise Agreement as a Controlling Principal. You must require all of your management personnel to sign covenants that they will maintain the confidentiality of information they receive or have access to based on their relationship with you. We reserve the right, in our discretion, to decrease the period of time or geographic scope of the non-competition covenants or eliminate the non-competition covenants altogether for any party that is required to sign an agreement as described in this paragraph.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must comply with all of our standards and specifications relating to the purchase of all food, food products and beverage items, ingredients, supplies, materials, fixtures, furnishings, equipment (including electronic cash register, computer hardware and software), utensils and other kitchen items and products used or sold at the Restaurant.

You must sell or offer for sale all menu items, food products, and other products and services we require, in the manner and style we require, including dine-in and carry-out, as expressly authorized by us in writing. You must sell and offer for sale only the menu items, and other products and services that we have expressly approved in writing to our specifications. You must not deviate from our standards and specifications without first obtaining our written consent. You must discontinue selling and offering for sale any menu items, products or services that we may disapprove in writing at any time. We have the right to change the types of menu items, products and services offered by you at the Restaurant at any time, and there are no limits on our right to make those changes.

You must maintain in sufficient supply and use and sell only the food and beverage items, ingredients, products, materials, supplies, and paper goods that conform to our standards and specifications. You must prepare all menu items with our recipes and procedures for preparation contained in the Manuals or other written instructions, including the measurements of ingredients. You must not deviate from our standards and specifications by the use or offer of nonconforming items or differing amounts of any items, without first obtaining our written consent.

You must keep the Restaurant very clean and maintain it in good repair and condition. You must conspicuously place a sign (e.g., near your cash register or your fountain drink station) which indicates to your patrons that your Restaurant is independently owned and operated by you. You must make other

additions, alterations, repairs and replacements, including, repainting or replacement of obsolete signs, furnishings, equipment, and decor as we may reasonably direct. You must not make any changes to the premises without obtaining our written consent before you make the changes. You must obtain and pay for any new or additional equipment, including electronic cash registers, computer hardware and software, fixtures, supplies and other products and materials that we require you to have in order to offer and sell new menu items from the Restaurant or to provide the Restaurant's services by alternative means, such as through carry-out, catering or delivery arrangements.

We may ask you to make other improvements to modernize the Restaurant premises, equipment, including electronic cash registers, computer hardware and software, signs, interior and exterior decor items, fixtures, furnishings, supplies and other products and materials required to operate the Restaurant, to our then-current standards and specifications. You must, at our request, make the capital improvements or modifications described in the Franchise Agreement (i) on or after the 5th anniversary of the date you signed the Franchise Agreement or (ii) at any time during the term of the Franchise Agreement, when a majority of the Restaurants that we operate have made or are exercising their best efforts to make the improvements or modifications.

We may offer guidance concerning the selling price for the goods, products and services offered from your Restaurant. Except for maximum prices described below, you are in no way bound to adhere to any such recommended or suggested price. You have the right to sell your products and provide services at any price that you determine, except that we reserve the right to establish maximum prices for any given product or service nationwide or within an advertising market (as we determine). You must not exceed any maximum price we establish, but you at all times remain free to charge any price below the maximum we establish. You must sign any instruments or other writings we require to facilitate the provision of such products and services. If you elect to sell any or all of your products or merchandise at any price we recommend, we make no guarantees or warranties that offering such products or merchandise at the recommended price will enhance your sales or profits.

We have developed certain products for use in the System that are prepared from confidential recipes and that are trade secrets of ours and certain products that bear our Marks. Because of the importance of quality and uniformity of production and the significance of the proprietary recipe and trademarked products in the System, it is to our and your benefit that we closely control the production and distribution of the products. You must use our proprietary recipe products. You must purchase all of your requirements for these products only from us or from sources we designate.

All advertising and promotional materials, signs, decorations, and paper goods used in the Restaurant and on any Restaurant delivery vehicles and other items that we designate must have the Marks in the form, color, location and manner we specify.

We or our designee may make available and may require you to purchase from us or our designee for resale to your customers certain pre-packaged food products and promotional merchandise, such as T-shirts and re-fill cups in amounts sufficient to meet your customer demand.

We do not impose any other restrictions in the Franchise Agreement or otherwise, as to the goods or services that you may offer or sell or as to the customers to whom you may offer or sell, except as provided in Item 12.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise and related agreements pertaining to renewal, termination, transfer and dispute resolution. You should read these provisions in the Agreements attached to this Disclosure Document.

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement	Summary
a. Length of the term of the franchise	Section III.A	Term continues for 10 years from the date of the Franchise Agreement unless terminated earlier
b. Renewal or extension of the term	Section III.B	Agreement may be renewed at your option for additional consecutive 5-year terms
c. Requirements for franchisee to renew or extend	Section III.B(1) - (8)	You must give notice at least 7 months in advance, repair and update equipment and Restaurant premises, not be in breach of any agreement with us, have the right to remain in possession of Restaurant premises, sign current agreement and general release, and comply with current qualification and training requirements. You may be required to sign a new contract with different terms and conditions than your original contract, but the material terms and conditions of your original contract (i.e., the fees, protected territory and renewal rights) will remain the same in the new contract.
d. Termination by franchisee	Not applicable	You may terminate the Franchise Agreement on any grounds available by law.
e. Termination by franchisor without cause	Not applicable	Not applicable
f. Termination by franchisor with “cause”	Section XVII.A(1)	Each of your obligations under the Franchise Agreement is a material and essential obligation, the breach of which may result in termination.
g. “Cause” defined – curable defaults	Section XVII.B	We may terminate you for cause if you fail to cure certain defaults, including: if you or any of your affiliates fail to pay any monies owed to us or our vendors, and do not cure within 5 days after notice (or longer period required), fail to obtain execution of the Confidentiality and Non-competition Covenants contained in the Franchise Agreement within 5 days after a request, fail to procure and maintain required insurance within 10 days after notice, use the Marks in an unauthorized manner, conduct or otherwise participate in an unauthorized Interview, and fail to cure within 24 hours after notice, fail to cure any other default that is susceptible of cure within 30 days after notice.
h. “Cause” defined – non-curable defaults	Sections XVII(A)(2) and (3)	We may terminate you for cause if you fail to cure certain defaults, including: if you become insolvent, make a general assignment for benefit of creditors, file a petition or have a petition initiated against you under applicable bankruptcy laws, have outstanding judgments

Provision	Section in Franchise Agreement	Summary
		against you for over 30 days, sell unauthorized products or services, fail to acquire an accepted location within time required, fail to remodel when required, fail to open Restaurant when required, fail to comply with any term and condition of any sublease or related agreement and have not cured the default within the given cure period, abandon or lose right to the Restaurant premises, are convicted of a felony or other crime that may have an adverse effect on the System or Marks, transfer any interest without our consent or maintain false books or records, failure to comply with applicable laws.
i. Franchisee's obligations on termination/non-renewal	Section XVIII	Obligations include: You must cease operating the Restaurant and using the Marks and System and completely de-identify the business, pay all amounts due to us, return all Manuals and software and other proprietary materials, comply with confidentiality requirements, and at our option, sell or assign to us your rights in the Restaurant premises and the equipment and fixtures used in the business.
j. Assignment of contract by Franchisor	Section XIV.A	We have the right to transfer or assign the Franchise Agreement to any person or entity without restriction. However, no assignment will be granted except to an assignee who, in our good faith judgment, is willing and able to assume our obligations.
k. "Transfer" by franchisee – defined	Section XIV.B(1)	Includes sale, assignment, conveyance, pledge, mortgage or other encumbrance of any interest in the Franchise Agreement, the Restaurant or you (if you are not a natural person).
l. Franchisor approval of transfer by franchisee	Section XIV.B(2)	You must obtain our consent before transferring any interest. We will not unreasonably withhold our consent.
m. Conditions for franchisor approval of transfer	Section XIV.B(2)	Conditions include: You must pay all amounts due us, not otherwise be in default, sign a general release, and pay a transfer fee. Transferee must meet our criteria, attend training and sign current Franchise Agreement.
n. Franchisor's right of first refusal to acquire franchisee's business	Section XIV.D	Within 30 days after notice, we have the option to purchase the transferred interest on the same terms and conditions.
o. Franchisor's option to purchase franchisee's business	Sections XVIII.K and XIV.D	Other than assets on termination, non-renewal or right of first refusal, we have no right or obligation to purchase your business.

Provision	Section in Franchise Agreement	Summary
p. Death or disability of franchisee	Section XIV.E	If you or a Controlling Principal are a natural person, upon death or permanent disability, distributee must be approved by us, or franchise must be transfer to someone approved by us within 12 months after death or within 6 months after notice of permanent disability.
q. Non-competition covenants during the term of the franchise	Section X.C(1)	You are prohibited from operating or having an interest in a similar business.
r. Non-competition covenants after the franchise is terminated or expires	Section X.C(2)	You and your Controlling Principals are prohibited from operating or having an interest in a similar business which is located, or is intended to be located within a 25-mile radius of any Restaurant in existence or under construction as of the earlier of (i) the expiration or termination of, or the transfer of all of your interest in, the Franchise Agreement or (ii) the time a Controlling Principal ceases to satisfy the definition of a Controlling Principal, as applicable.
s. Modification of the agreement	Sections X.A(5) and XIX.B	Franchise Agreement may not be modified unless mutually agreed to in writing. You must comply with Manuals as amended.
t. Integration/merger clause	Section XIX.B	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises made outside of the Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Sections XIX.G, H, I, J and K	Except for actions brought by us for monies owed, injunctive or extraordinary relief, or actions involving real estate, all disputes must be arbitrated at our headquarters or arbitrated in Lorton, Virginia.
v. Choice of forum	Section XIX.G, H, I	The venue for all proceedings related to or arising out of the Franchise Agreement is in Fairfax County, Virginia, unless otherwise brought by us (subject to state law) (see Disclosure Document Addenda and State Amendments to Agreements).
w. Choice of Law	Section XIX.H	The Franchise Agreement is to be interpreted, governed and construed under Virginia law (subject to state law) (see Disclosure Document Addenda and State Amendments to Agreement).

THE DEVELOPER RELATIONSHIP

Provision	Section in Development Agreement	Summary
a. Length of the term	Section V	Term continues until you have completed your development obligations in accordance with the Development Schedule.
b. Renewal or extension of the term	Section III.B	We may extend the term of the Development Agreement for up to two 90-day Extension Periods, as described in Item 12 above. In addition, we may renew your Development Agreement to allow you to develop additional Restaurants.
c. Requirements for Developer to renew or extend	Sections III.B(2) and (4)	If we renew your Development Agreement, you will have the obligation to develop the additional Restaurants. You will also need to sign a new Development Agreement, which may have materially different terms and conditions from your original contract.
d. Termination by Developer	Not applicable	You may terminate the Development Agreement on any grounds available at law.
e. Termination by Franchisor without cause	Not applicable	Not applicable
f. Termination by Franchisor with “cause”	Section VII.A.D	Following certain defaults, we may terminate the Agreement or we may modify your territorial rights or alter your Development Schedule, rather than terminate the Agreement.
g. “Cause” defined - curable defaults	Sections VII.B and C	We may terminate you for cause if you fail to cure certain defaults, including: If you or your affiliates fail to pay any monies owed to us, or our vendors, and do not cure within 5 days after notice (or longer period required), fail to obtain execution of the Confidentiality and Non-competition Covenants contained in the Agreement within 30 days after a request, use the Marks in an unauthorized manner and fail to cure within 24 hours after notice or fail to cure any other default that is susceptible of cure within 30 days after notice. If you have both a Development Agreement and a Franchise Agreement, an uncured default under one is also a default under the other.

Provision	Section in Development Agreement	Summary
h. “Cause defined – non-curable defaults	Sections VII.A and B	We may terminate you for cause based on certain non-curable defaults, including: If you become insolvent, make a general assignment for benefit of creditors, file a petition or have a petition initiated against you under federal bankruptcy laws or similar state laws, have outstanding judgments against you for over 30 days, fail to comply with the Development Schedule, fail to comply with any term and condition of any sublease or related agreement and have not cured the default within the given cure period, are convicted of a felony or other crime that may have an adverse effect on the System or Marks, or transfer any interest without our consent.
i. Developer’s obligations on termination/non-renewal	Sections VII.D and E	Obligations include: You must cease developing Restaurants or, on a partial termination of territorial or development rights under Section VII.D, must continue to develop only in accordance with any modified Development Schedule, and must comply with all applicable confidentiality and non-competition covenants.
j. Assignment of contract by Franchisor	Section VIII.A	We have the right to transfer or assign the Development Agreement to any person or entity without restriction. However, no assignment will be granted except to an assignee who, in our good faith judgment, is willing and able to assume our obligations.
k. “Transfer” by Developer - defined	Section VIII.B(1)	Includes sale, assignment, conveyance, gift, pledge, mortgage or other disposal or encumbrance of any direct or indirect interest in the Agreement or you (if you are not a natural person).
l. Franchisor approval of transfer by Developer	Section VIII.B(2)	You must obtain our consent before transferring any interest. We will not unreasonably withhold our consent.
m. Conditions for Franchisor approval of transfer	Section VIII.B(2)	Conditions include: You must pay all amounts due us, not otherwise be in default, sign a general release, remain liable for pre-transfer obligations and pay a transfer fee. Transferee must meet our criteria, assume post-transfer obligations, sign our then-standard Agreement and attend training.
n. Franchisor’s right of first refusal to acquire Developer’s business	Section VIII.D	Within 30 days after notice, we have the option to purchase the transferred interest on the same terms and conditions offered by a third party.
o. Franchisor’s option to purchase Franchisee’s business	Not applicable	Not applicable

Provision	Section in Development Agreement	Summary
p. Death or disability of Developer	Section VIII.E	If you or a Controlling Principal are a natural person, on death or permanent disability, distributee must be approved by us, or interest must be transferred to someone approved by us within 12 months after death or 6 months after notice of permanent disability.
q. Non-competition covenants during the term of the Development Agreement	Section IX.C(2)	Except for Restaurants you operate under Franchise Agreements with us, you and your Controlling Principals are prohibited from operating or having an interest in a similar business in the U.S. or anywhere else we have used, registered or sought to register the Marks or where we operate or license others.
r. Non-competition covenants after the Development Agreement is terminated or expires	Section IX.D(3)	Except for Restaurants you operate under Franchise Agreements with us, you and your Controlling Principals are prohibited from operating or having an interest in a similar business which is located, or is intended to be located within a 25-mile radius of any Restaurant or food service facility in existence or under construction as of the earlier of (i) the expiration, termination, or the transfer of all of your interest in the Agreement or (ii) the time a Controlling Principal ceases to satisfy the definition of a Controlling Principal, as applicable.
s. Modification of the agreement	Sections IX.G and XV	Agreement may not be modified unless mutually agreed to in writing, except we may unilaterally decrease the scope of certain non-competition covenants.
t. Integration/merger clause	Section XV.A	Only the terms of the Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises made outside of the Disclosure Document and Development Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Sections XV.B, C, D, E and F	Except for actions brought by us for monies owed, injunctive or extraordinary relief, or actions involving real estate, all disputes must be arbitrated at our headquarters or arbitrated in Lorton, Virginia.
v. Choice of forum	Section XV.C	The venue for all proceedings related to or arising out of the Agreement is Fairfax County, Virginia unless otherwise brought by us (subject to state law) (see Disclosure Document Addenda and State Amendments to Agreements).

Provision	Section in Development Agreement	Summary
w. Choice of law	Sections XV.B, C and D	The Agreement is to be interpreted and construed under Virginia law (subject to state law) (see Disclosure Document Addenda and State Amendments to Agreements).

ITEM 18

PUBLIC FIGURES

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

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting us at 10718 Richmond Highway, Lorton, Virginia 22079, Attn: Adam Abera, Legal Department, (703) 339-9500, franchise@fiveguys.com, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

As noted in Item 1, FGE was the franchisor of FIVE GUYS® Restaurants before the closing of the Securitization Transaction in June 2017.

TABLE NO. 1
SYSTEMWIDE OUTLET SUMMARY
FOR FISCAL YEARS 2015 TO 2017

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2015	844	874	+30
	2016	874	909	+35
	2017	909	919	+10
Company-Owned*	2015	378	402	+24
	2016	402	438	+36
	2017	438	466	+28

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Total Outlets	2015	1,222	1,276	+54
	2016	1,276	1,347	+71
	2017	1,347	1,385	+38

* Company-owned outlets refer to FIVE GUYS® Restaurants now owned by Five Guys Properties.

TABLE NO. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES
TO NEW OWNERS (OTHER THAN FRANCHISOR)
FOR FISCAL YEARS 2015 TO 2017

State	Year	Number of Transfers
Arizona	2015	0
	2016	0
	2017	5
California	2015	5
	2016	2
	2017	8
Colorado	2015	0
	2016	0
	2017	10
Florida	2015	7
	2016	0
	2017	8
Georgia	2015	0
	2016	0
	2017	2
Idaho	2015	0
	2016	0
	2017	6
Indiana	2015	0
	2016	0
	2017	1
Kentucky	2015	0
	2016	0
	2017	4
Maryland	2015	0
	2016	4
	2017	0
Massachusetts	2015	0
	2016	0
	2017	10
New Jersey	2015	0
	2016	0
	2017	7

State	Year	Number of Transfers
New Hampshire	2015	10
	2016	0
	2017	0
New York	2015	7
	2016	0
	2017	0
Oklahoma	2015	0
	2016	6
	2017	0
South Carolina	2015	0
	2016	0
	2017	12
Texas	2015	0
	2016	3
	2017	0
Utah	2015	0
	2016	0
	2017	18
Virginia	2015	0
	2016	0
	2017	2
West Virginia	2015	0
	2016	0
	2017	1
Totals	2015	29
	2016	15
	2017	94

TABLE NO. 3
STATUS OF FRANCHISED OUTLETS
FOR FISCAL YEARS 2015 TO 2017

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Alabama	2015	15	1	0	0	0	0	16
	2016	16	0	0	0	0	0	16
	2017	16	0	0	0	0	1	15
Arizona	2015	10	0	0	0	0	0	10
	2016	10	1	0	0	0	0	11
	2017	11	0	0	0	0	0	11
Arkansas	2015	5	0	0	0	0	0	5
	2016	5	0	0	0	0	0	5
	2017	5	0	0	0	0	0	5

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
California	2015	50	4	0	0	0	0	54
	2016	54	9	0	0	0	0	63
	2017	63	6	0	0	0	0	69
Colorado	2015	17	2	0	0	0	1	18
	2016	18	2	0	0	0	0	20
	2017	20	1	0	0	0	0	21
Delaware	2015	4	0	0	0	0	0	4
	2016	4	0	0	0	0	0	4
	2017	4	0	0	0	0	0	4
Florida	2015	82	4	0	0	6	0	80
	2016	80	6	0	0	0	1	85
	2017	85	2	0	0	0	6*	81
Georgia	2015	28	1	0	0	0	0	29
	2016	29	1	0	0	0	0	30
	2017	30	1	0	0	5	1	25
Hawaii	2015	0	0	0	0	0	0	0
	2016	0	2	0	0	0	0	2
	2017	2	0	0	0	0	0	2
Idaho	2015	6	0	0	0	0	0	6
	2016	6	0	0	0	0	0	6
	2017	6	0	0	0	0	0	6
Illinois	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
Indiana	2015	20	4	0	0	0	0	24
	2016	24	0	0	0	0	0	24
	2017	24	1	0	0	0	0	25
Kansas	2015	10	2	0	0	0	0	12
	2016	12	2	0	0	0	0	14
	2017	14	0	0	0	0	1	13
Kentucky	2015	7	2	0	0	0	0	9
	2016	9	1	0	0	0	0	10
	2017	10	0	0	0	0	0	10
Louisiana	2015	7	1	0	0	0	0	8
	2016	8	1	0	0	0	0	9
	2017	9	1	0	0	0	0	10
Maine	2015	4	0	0	0	0	0	4
	2016	4	1	0	0	0	0	5
	2017	5	1	0	0	0	0	6
Maryland	2015	34	0	0	0	0	0	34
	2016	34	1	0	0	2	0	33
	2017	33	1	0	0	0	1	33

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Massachusetts	2015	35	2	0	0	0	0	37
	2016	37	3	0	0	0	0	40
	2017	40	1	0	0	0	0	41
Michigan	2015	23	4	0	0	0	1	26
	2016	26	2	0	0	0	0	28
	2017	28	1	0	0	0	0	29
Minnesota	2015	15	0	0	0	0	0	15
	2016	15	4	0	0	0	0	19
	2017	19	1	0	0	0	0	20
Mississippi	2015	7	0	0	0	0	0	7
	2016	7	0	0	0	5	0	2
	2017	2	0	0	0	0	0	2
Missouri	2015	11	1	0	0	0	0	12
	2016	12	0	0	0	0	0	12
	2017	12	0	0	0	0	0	12
Montana	2015	3	0	0	0	0	0	3
	2016	3	0	0	0	0	0	3
	2017	3	1	0	0	0	0	4
Nebraska	2015	4	1	0	0	0	0	5
	2016	5	1	0	0	0	0	6
	2017	6	0	0	0	0	0	6
Nevada	2015	10	0	0	0	0	0	10
	2016	10	0	0	0	0	0	10
	2017	10	0	0	0	0	0	10
New Hampshire	2015	10	0	0	0	0	0	10
	2016	10	0	0	0	0	0	10
	2017	10	1	0	0	0	0	11
New Jersey	2015	43	1	0	0	0	1	43
	2016	43	1	0	0	1	0	43
	2017	43	1	0	0	0	1	43
New Mexico	2015	4	0	0	0	4	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
New York	2015	63	5	0	0	0	0	68
	2016	68	3	0	0	0	0	71
	2017	71	5	0	0	0	1	75
North Carolina	2015	30	4	0	0	0	2	32
	2016	32	3	0	0	0	1	34
	2017	34	0	0	0	0	3	31
North Dakota	2015	4	0	0	0	0	0	4
	2016	4	0	0	0	0	0	4
	2017	4	0	0	0	0	0	4
Ohio	2015	34	1	0	0	0	0	35
	2016	35	3	0	0	0	0	38
	2017	38	1	0	0	0	1	38

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Oklahoma	2015	6	0	0	0	0	0	6
	2016	6	1	0	0	0	0	7
	2017	7	4	0	0	0	0	11
Oregon	2015	13	0	0	0	0	0	13
	2016	13	1	0	0	0	0	14
	2017	14	1	0	0	0	0	15
Pennsylvania	2015	28	1	0	0	0	1	28
	2016	28	1	0	0	6	1	22
	2017	22	0	0	0	0	0	22
Rhode Island	2015	4	0	0	0	0	0	4
	2016	4	1	0	0	0	0	5
	2017	5	0	0	0	0	0	5
South Carolina	2015	29	0	0	0	0	0	29
	2016	29	0	0	0	0	0	29
	2017	29	0	0	0	2	0	27
South Dakota	2015	2	1	0	0	0	0	3
	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
Tennessee	2015	20	1	0	0	0	0	21
	2016	21	1	0	0	0	0	22
	2017	22	0	0	0	0	0	22
Texas	2015	18	1	0	0	3	0	16
	2016	16	1	0	0	0	0	17
	2017	17	1	0	0	0	1	17
Utah	2015	15	1	0	0	0	0	16
	2016	16	2	0	0	0	0	18
	2017	18	0	0	0	0	0	18
Vermont	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	1	0	0	0	0	2
Virginia	2015	16	1	0	0	0	0	17
	2016	17	1	0	0	4	0	14
	2017	14	1	0	0	0	0	15
Washington DC	2015	7	0	0	0	0	0	7
	2016	7	0	0	0	2	1	4
	2017	4	0	0	0	3	0	1
Washington	2015	24	1	0	0	0	0	25
	2016	25	0	0	0	0	0	25
	2017	25	1	0	0	0	0	26
West Virginia	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
	2017	2	1	0	0	0	0	3

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Wisconsin	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	1	0	0	0	0	2
Wyoming	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
U.S. Subtotals	2015	785	47	0	0	13	6	813
	2016	813	56	0	0	20	4	845
	2017	845	37	0	0	10	17	855
Canada	2015	59	2	0	0	0	0	61
	2016	61	4	0	0	0	1	64
	2017	64	1	0	0	0	1	64
Totals	2015	844	49	0	0	13	6	874
	2016	874	60	0	0	20	5	909
	2017	909	38	0	0	10	18	919

* During 2017, 1 of the 6 outlets in Florida was closed in September 2017, but will relocate in 2018.

TABLE NO. 4
STATUS OF COMPANY-OWNED OUTLETS
FOR FISCAL YEARS 2015 TO 2017

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Alabama	2015	7	0	0	0	0	7
	2016	7	0	0	0	0	7
	2017	7	0	0	1	0	6
Arizona	2015	18	1	0	1	0	18
	2016	18	0	0	0	0	18
	2017	18	0	0	0	0	18
California	2015	44	2	0	0	0	46
	2016	46	4	0	1	0	49
	2017	49	7	0	0	0	56
Connecticut	2015	20	2	0	0	0	22
	2016	22	2	0	0	0	24
	2017	24	1	0	1	0	24
Delaware	2015	2	0	0	0	0	2
	2016	2	0	0	0	0	2
	2017	2	0	0	0	0	2
Florida	2015	23	0	6	0	0	29
	2016	29	0	0	0	0	29
	2017	29	1	0	1	0	29
Georgia	2015	17	2	0	0	0	19
	2016	19	2	0	1	0	20
	2017	20	2	5	3	0	24

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Illinois	2015	37	0	0	0	0	37
	2016	37	4	0	3	0	38
	2017	38	0	0	0	0	38
Iowa	2015	0	0	0	0	0	0
	2016	0	2	0	0	0	2
	2017	2	2	0	0	0	4
Kentucky	2015	1	0	0	0	0	1
	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
Louisiana	2015	5	0	0	0	0	5
	2016	5	0	0	0	0	5
	2017	5	0	0	0	0	5
Maryland	2015	21	0	0	1	0	20
	2016	20	1	2	0	0	23
	2017	23	0	0	0	0	23
Mississippi	2015	0	0	0	0	0	0
	2016	0	0	5	0	0	5
	2017	5	1	0	0	0	6
Missouri	2015	9	0	0	0	0	9
	2016	9	0	0	0	0	9
	2017	9	0	0	0	0	9
New Jersey	2015	0	0	0	0	0	0
	2016	0	0	1	0	0	1
	2017	1	0	0	0	0	1
New Mexico	2015	0	0	4	0	0	4
	2016	4	2	0	0	0	6
	2017	6	1	0	0	0	7
New York	2015	6	0	0	0	0	6
	2016	6	0	0	0	0	6
	2017	6	0	0	0	0	6
North Carolina	2015	9	0	0	0	0	9
	2016	9	0	0	1	0	8
	2017	8	1	0	1	0	8
Ohio	2015	12	1	0	0	0	13
	2016	13	2	0	0	0	15
	2017	15	0	0	0	0	15
Pennsylvania	2015	25	4	0	0	0	29
	2016	29	3	6	1	0	37
	2017	37	1	0	1	0	37
South Carolina	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
	2017	0	0	2	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Tennessee	2015	5	0	0	0	0	5
	2016	5	0	0	0	0	5
	2017	5	0	0	0	0	5
Texas	2015	47	4	3	0	0	54
	2016	54	2	0	0	0	56
	2017	56	3	0	0	0	59
Virginia	2015	55	0	0	5	0	50
	2016	50	1	4	4	0	51
	2017	51	5	0	1	0	55
Washington, DC	2015	2	0	0	0	0	2
	2016	2	1	2	1	0	4
	2017	4	1	3	0	0	8
West Virginia	2015	5	2	0	0	0	7
	2016	7	0	0	1	0	6
	2017	6	0	0	1	0	5
Wisconsin	2015	8	1	0	1	0	8
	2016	8	3	0	0	0	11
	2017	11	2	0	0	0	13
Totals	2015	378	19	13	8	0	402
	2016	402	29	20	13	0	438
	2017	438	28	10	10	0	466

**TABLE NO. 5
PROJECTED OPENINGS
AS OF DECEMBER 31, 2017**

States	Franchise Agreements* Signed But Restaurant Not Open	Projected Franchised Restaurant Openings	Projected Company-Owned Restaurant Openings
Alabama	3	0	0
Alaska	0	0	0
Arizona	5	0	1
Arkansas	2	0	0
California	70	9	8
Colorado	23	2	0
Connecticut	0	0	2
Delaware	3	0	0
Florida	108	4	0
Georgia	22	1	1
Hawaii	6	1	0
Idaho	6	1	0
Illinois	4	0	2
Indiana	22	1	0
Iowa	0	0	0
Kansas	4	0	0
Kentucky	14	1	0
Louisiana	8	0	0
Maine	2	1	0
Maryland	4	0	0

States	Franchise Agreements* Signed But Restaurant Not Open	Projected Franchised Restaurant Openings	Projected Company-Owned Restaurant Openings
Massachusetts	32	1	0
Michigan	7	1	0
Minnesota	12	0	0
Mississippi	3	0	0
Missouri	9	0	2
Montana	1	0	0
Nebraska	0	0	0
Nevada	1	1	0
New Hampshire	4	0	0
New Jersey	32	1	0
New Mexico	0	0	0
New York	59	3	0
North Carolina	13	0	0
North Dakota	0	1	0
Ohio	23	1	1
Oklahoma	9	2	0
Oregon	15	1	0
Pennsylvania	23	1	0
Rhode Island	5	0	0
South Carolina	7	0	0
South Dakota	1	0	0
Tennessee	6	0	1
Texas	17	0	3
Utah	0	0	0
Vermont	2	0	0
Virginia	4	0	5
Washington, DC	0	0	0
Washington	29	2	0
West Virginia	0	0	0
Wisconsin	4	2	0
Wyoming	1	0	0
U.S. Subtotals	625	38	26
Canada	75	4	0
Totals	700	42	26

* Franchise Agreements include signed, individual Franchise Agreements and projected stores reflected in signed Development Agreements.

List of Current Franchisees

The names of all franchisees and the addresses and telephones numbers of their businesses are listed in Exhibit D to this Disclosure Document. The names of all franchisees/developers that had franchises that were not operational as of December 31, 2017 are also listed in Exhibit D of this Disclosure Document.

List of Former Franchisees

The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee who had a business terminated, cancelled, 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 with us within 10 weeks of the issuance date of this Disclosure Document are listed on Exhibit E to this Disclosure Document. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

Purchase of Previously Owned Franchise

If you are purchasing a previously-owned franchised Restaurant from another franchisee, we will not provide you with any information on the previously-owned Restaurant. If you are purchasing a previously-owned franchised Restaurant from us or one of our affiliates, we will provide you additional information on the previously-owned Restaurant in an addendum to this Disclosure Document.

Confidentiality Clauses

During the last 3 fiscal years, neither we nor our predecessor, FGE, have had any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the FIVE GUYS® system.

Trademark-Specific Franchisee Organizations

There are no trademark-specific organizations formed by our franchisees that are associated with the FIVE GUYS® system.

ITEM 21 **FINANCIAL STATEMENTS**

The audited consolidated financial statements of our Parent Company and subsidiaries as of and for the years ended December 31, 2015, December 31, 2016, and December 31, 2017 and unaudited financial statements as of March 31, 2018 are attached and included in Exhibit A. Our Parent Company has signed a Guaranty of Performance agreement in which it absolutely and unconditionally guarantees to assume our duties and obligations under the Development Agreement and Franchise Agreement. A copy of the Guaranty of Performance is also attached to this Disclosure Document at Exhibit A.

Five Guys Funding issued fixed rate notes in the amount of \$400 million and a variable funding note with a maximum principal amount of \$40 million as part of the Securitization Transaction. These funds were used, in part, to pay certain outstanding obligations. Various assets have been pledged to secure this indebtedness, including all franchise agreements and other agreements existing as of the closing of the Securitization Transaction. Certain subsidiaries and affiliates of Five Guys Funding have guaranteed the indebtedness, including us. See the Footnotes to the financial statements in Exhibit A for more information about the Securitization Transaction.

Our fiscal year end is December 31.

ITEM 22 **CONTRACTS**

Attached as Exhibits to this Disclosure Document are the following contracts and their attachments:

- | | | |
|----|-----------------------|-----------|
| 1. | Development Agreement | Exhibit B |
| 2. | Franchise Agreement | Exhibit C |

ITEM 23
RECEIPTS

Two copies of an acknowledgment of your receipt of this Disclosure Document appear at the end of the Disclosure Document. Please return one signed copy to us and retain the other for your records.

EXHIBIT A TO THE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

Five Guys Holdings, Inc. and Subsidiaries

Consolidated Financial Statements as of and for the
Years Ended December 31, 2017, 2016, and 2015,
Independent Auditors' Report

FIVE GUYS HOLDINGS, INC. AND SUBSIDIARIES

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Five Guys Holdings, Inc. and Subsidiaries
Lorton, Virginia

We have audited the accompanying consolidated financial statements of Five Guys Holdings, Inc. and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2017, 2016, and 2015, and the related consolidated statements of operations and comprehensive loss, changes in stockholders' deficit, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

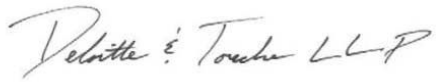
Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Five Guys Holdings, Inc. and its subsidiaries as of December 31, 2017, 2016, and 2015, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in cursive script that reads "Deloitte & Touche LLP".

March 29, 2018

FIVE GUYS HOLDINGS, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

AS OF DECEMBER 31, 2017, 2016, AND 2015

(Dollars in thousands, except share values)

	2017	2016	2015
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents	\$ 161,313	\$ 27,831	\$ 32,423
Restricted cash	15,356	6,368	7,633
Accounts receivable—net	9,800	7,585	5,539
Other receivables	2,148	6,527	6,122
Related-party receivable—current portion	5,013	56	76
Inventory	3,406	2,792	2,534
Prepaid expenses and other current assets	10,306	4,462	7,771
Prepaid taxes	-	304	9,064
Deferred commissions—current portion	<u>425</u>	<u>330</u>	<u>463</u>
Total current assets	<u>207,767</u>	<u>56,255</u>	<u>71,625</u>
PROPERTY AND EQUIPMENT—Net	<u>129,179</u>	<u>120,232</u>	<u>100,077</u>
OTHER ASSETS:			
Security deposits & other	3,290	5,684	3,478
Long-term investments	4,070	2,830	2,291
Related-party receivables—net of current portion	969	5,019	4,511
Deferred commissions—net of current portion	3,772	4,184	4,640
Deferred charges—net	1,191	1,154	1,016
Intangible assets—net	17,682	23,894	26,489
Goodwill	<u>52,664</u>	<u>56,674</u>	<u>54,392</u>
Total other assets	<u>83,638</u>	<u>99,439</u>	<u>96,817</u>
TOTAL	<u>\$420,584</u>	<u>\$275,926</u>	<u>\$268,519</u>

(Continued)

FIVE GUYS HOLDINGS, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

AS OF DECEMBER 31, 2017, 2016, AND 2015

(Dollars in thousands, except share values)

	2017	2016	2015
LIABILITIES AND STOCKHOLDERS' DEFICIT			
CURRENT LIABILITIES:			
Current maturities of long-term debt	\$ 2,867	\$ 14,119	\$ 13,166
Capital lease obligations—current portion	1,591	1,478	1,286
Accounts payable	18,352	17,511	10,029
Embedded derivative liability	72,072	52,860	45,690
Accrued expenses and other current liabilities	22,868	22,305	33,489
Accrued payroll and related taxes	17,715	14,905	17,338
Creative fund payable	6,386	5,803	6,701
Related-party payables	104	95	69
Deferred revenue—current portion	<u>5,311</u>	<u>4,271</u>	<u>5,299</u>
Total current liabilities	<u>147,266</u>	<u>133,347</u>	<u>133,067</u>
OTHER LIABILITIES:			
Long-term debt—net of current maturities	383,843	198,679	165,068
Capital lease obligations—net of current portion	5,919	6,775	7,284
Deferred revenue—net of current portion	32,394	33,809	36,666
Deferred compensation liability	81,582	83,558	73,175
Deferred rent and other	<u>21,442</u>	<u>20,756</u>	<u>18,128</u>
Total other liabilities	<u>525,180</u>	<u>343,577</u>	<u>300,321</u>
STOCKHOLDERS' DEFICIT:			
Preferred stock—series A—noncumulative convertible preferred (\$15 million aggregate liquidation preference)—\$.001 par value—107,000 shares authorized, issued, and outstanding			
Preferred stock—series B—noncumulative convertible preferred (\$15 million aggregate liquidation preference)—\$.001 par value—84,863 shares authorized, issued, and outstanding			
Common stock—\$.001 par value—1,808,137 shares authorized; 934,657 shares issued; 919,445, 919,586 and 925,438, shares outstanding for 2017, 2016, and 2015, respectively.	1	1	1
Treasury stock	(8,103)	(8,022)	(4,675)
Additional paid-in capital	-	-	7,579
Accumulated deficit	(242,895)	(192,197)	(166,756)
Stockholder loans	(974)	(867)	(1,140)
Accumulated other comprehensive income	<u>109</u>	<u>87</u>	<u>122</u>
Total stockholders' deficit	<u>(251,862)</u>	<u>(200,998)</u>	<u>(164,869)</u>
TOTAL	<u>\$ 420,584</u>	<u>\$ 275,926</u>	<u>\$ 268,519</u>

See notes to consolidated financial statements.

(Concluded)

FIVE GUYS HOLDINGS, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS FOR THE YEARS ENDED DECEMBER 31, 2017, 2016, AND 2015 (Dollars in thousands)

	2017	2016	2015
REVENUE:			
Restaurant sales	\$ 455,812	\$ 418,112	\$ 389,038
Bakery sales	45,156	44,193	43,158
Royalty fees	65,743	63,545	59,733
Development fees	2,313	3,041	2,038
Franchise fees	1,038	1,695	1,215
Other revenue	<u>960</u>	<u>722</u>	<u>653</u>
Total revenue	<u>571,022</u>	<u>531,308</u>	<u>495,835</u>
OPERATING EXPENSES:			
Cost of sales:			
Food, beverage, and shipping	136,227	125,447	129,900
Labor	147,633	135,271	117,600
Occupancy	54,722	49,433	45,995
Other operating costs	94,157	86,012	78,486
General and administrative	<u>150,093</u>	<u>144,508</u>	<u>141,641</u>
Total operating expenses	<u>582,832</u>	<u>540,671</u>	<u>513,622</u>
LOSS FROM OPERATIONS	<u>(11,810)</u>	<u>(9,363)</u>	<u>(17,787)</u>
OTHER INCOME (EXPENSE):			
Interest income	203	164	163
Interest expense	(14,347)	(7,583)	(6,676)
Loss on embedded derivative	(19,212)	(7,170)	(21,413)
Other income (expense)	<u>(1,593)</u>	<u>1,401</u>	<u>(234)</u>
Total other expense	<u>(34,949)</u>	<u>(13,188)</u>	<u>(28,160)</u>
LOSS BEFORE INCOME TAX EXPENSE	<u>(46,759)</u>	<u>(22,551)</u>	<u>(45,947)</u>
INCOME TAX EXPENSE (BENEFIT):			
Current	(7,249)	2,830	8,769
Deferred	<u>-</u>	<u>-</u>	<u>-</u>
Total income tax expense (benefit)	<u>(7,249)</u>	<u>2,830</u>	<u>8,769</u>
NET LOSS	(39,510)	(25,381)	(54,716)
OTHER COMPREHENSIVE INCOME (LOSS)—Foreign currency translation adjustment	<u>22</u>	<u>(35)</u>	<u>72</u>
COMPREHENSIVE LOSS	<u>\$ (39,488)</u>	<u>\$ (25,416)</u>	<u>\$ (54,644)</u>

See notes to consolidated financial statements.

FIVE GUYS HOLDINGS, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' DEFICIT

FOR THE YEARS ENDED DECEMBER 31, 2017, 2016, AND 2015

(Dollars in thousands)

	Preferred Stock Series A		Preferred Stock Series B		Common Stock		Treasury Stock	Additional Paid-In Capital	Accumulated Deficit	Stockholder Loans	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Deficit
	Shares Issued	Amount	Shares Issued	Amount	Shares Issued	Amount						
BALANCE—January 1, 2015	107,000	\$ -	84,863	\$ -	934,657	\$ 1	\$ (675)	\$ 10,032	\$ (112,040)	\$ (1,124)	\$ 50	\$ (103,756)
Distributions to shareholders	-	-	-	-	-	-	-	(2,453)	-	-	-	(2,453)
Comprehensive income (loss)	-	-	-	-	-	-	-	-	(54,716)	-	72	(54,644)
Treasury stock purchase (9,219 shares)	-	-	-	-	-	-	(4,000)	-	-	-	-	(4,000)
Stockholder loans—advances	-	-	-	-	-	-	-	-	-	(59)	-	(59)
Stockholder loans—repayments	-	-	-	-	-	-	-	-	-	43	-	43
BALANCE—December 31, 2015	107,000	-	84,863	-	934,657	1	(4,675)	7,579	(166,756)	(1,140)	122	(164,869)
Distributions to shareholders	-	-	-	-	-	-	-	(7,579)	(60)	-	-	(7,639)
Comprehensive income (loss)	-	-	-	-	-	-	-	-	(25,381)	-	(35)	(25,416)
Treasury stock purchase (15,071 shares)	-	-	-	-	-	-	(3,347)	-	-	-	-	(3,347)
Stockholder loans—advances	-	-	-	-	-	-	-	-	-	-	-	-
Stockholder loans—repayments	-	-	-	-	-	-	-	-	-	273	-	273
BALANCE—December 31, 2016	107,000	-	84,863	-	934,657	1	(8,022)	-	(192,197)	(867)	87	(200,998)
Distributions to shareholders	-	-	-	-	-	-	-	-	(12,737)	-	-	(12,737)
Comprehensive income (loss)	-	-	-	-	-	-	-	-	(39,510)	-	22	(39,488)
Treasury stock purchase (15,212 shares)	-	-	-	-	-	-	(81)	-	-	-	-	(81)
Stockholder loans—advances	-	-	-	-	-	-	-	-	-	(107)	-	(107)
Management Agreement	-	-	-	-	-	-	-	-	1,549	-	-	1,549
BALANCE—December 31, 2017	<u>107,000</u>	<u>\$ -</u>	<u>84,863</u>	<u>\$ -</u>	<u>934,657</u>	<u>\$ 1</u>	<u>\$ (8,103)</u>	<u>\$ -</u>	<u>\$ (242,895)</u>	<u>\$ (974)</u>	<u>\$ 109</u>	<u>\$ (251,862)</u>

See notes to consolidated financial statements.

FIVE GUYS HOLDINGS, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED DECEMBER 31, 2017, 2016, AND 2015 (Dollars in thousands)

	2017	2016	2015
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net loss	\$ (39,510)	\$ (25,381)	\$ (54,716)
Adjustments to reconcile net loss to net cash provided by operating activities:			
Depreciation and amortization	49,156	43,736	40,479
Impairment of long-lived assets	1,366	1,737	995
Bad debt provision	430	726	324
Deferred income benefit	20,669	(2,094)	(12,470)
Tax valuation allowance	(20,669)	2,094	12,470
Loss on fixed asset disposal	508	521	349
Loss on embedded derivative liability	19,212	7,170	21,413
Deferred compensation expense	(1,976)	10,383	19,100
Interest rate swap valuation	501	(2,400)	(394)
Changes in operating assets and liabilities:			
Restricted cash	(8,988)	1,265	(6,261)
Accounts receivable	(2,207)	(2,033)	690
Other receivables	3,770	(1,144)	(614)
Inventory	(517)	(118)	(268)
Prepaid expenses and other current assets	(5,681)	3,351	(191)
Prepaid taxes	304	8,760	(410)
Security deposits	34	264	299
Deferred commissions	317	589	380
Accounts payable	840	7,482	(3,095)
Accrued expenses and other current liabilities	1,465	(10,880)	9,690
Accrued payroll and related taxes	2,811	(2,433)	2,481
Creative fund payable	584	(898)	5,201
Deferred revenue	(376)	(3,693)	744
Deferred rent and other	686	2,627	1,563
Net cash provided by operating activities	<u>22,729</u>	<u>39,631</u>	<u>37,759</u>
CASH FLOWS FROM INVESTING ACTIVITIES:			
Decrease (increase) in long-term investments	(1,239)	(539)	64
Purchases of property and equipment	(39,556)	(47,177)	(23,307)
Prepurchasing costs	57	(11)	65
Acquisitions of franchisee locations	(4,934)	(16,872)	(11,090)
Holdback settlements related to acquisitions	(1,104)	(778)	(25)
Advances to related parties	(5,063)	(509)	(100)
Collections of related-party advances and other	4,336	47	127
Interest rate swap settlement	1,904	(477)	(773)
Net cash used in investing activities	<u>(45,599)</u>	<u>(66,316)</u>	<u>(35,039)</u>

(Continued)

FIVE GUYS HOLDINGS, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED DECEMBER 31, 2017, 2016, AND 2015 (Dollars in thousands)

	2017	2016	2015
CASH FLOWS FROM FINANCING ACTIVITIES:			
Payments under capital lease obligations	\$ (1,496)	\$ (1,330)	\$ (1,177)
Proceeds from line of credit	15,500	35,500	16,000
Repayment of line of credit	(51,000)	(26,000)	-
Proceeds from long-term debt	-	190,000	-
Repayment of long-term debt	(180,312)	(164,891)	(13,683)
Proceeds from securitization transaction	400,000	-	-
Payment of deferred financing fees	(13,415)	(473)	(288)
Employee loans—stockholder advances	(107)	-	(59)
Employee loans—stockholder collections	-	273	43
Purchase of treasury stock	(81)	(3,347)	(4,000)
Distributions	<u>(12,737)</u>	<u>(7,639)</u>	<u>(2,453)</u>
Net cash (used in) provided by financing activities	<u>156,352</u>	<u>22,093</u>	<u>(5,617)</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	133,482	(4,592)	(2,897)
CASH AND CASH EQUIVALENTS—Beginning	<u>27,831</u>	<u>32,423</u>	<u>35,320</u>
CASH AND CASH EQUIVALENTS—End	<u>\$ 161,313</u>	<u>\$ 27,831</u>	<u>\$ 32,423</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION—Cash paid for:			
Interest	<u>\$ 16,147</u>	<u>\$ 8,052</u>	<u>\$ 7,447</u>
Income taxes	<u>\$ 270</u>	<u>\$ 8,610</u>	<u>\$ 4,206</u>
NONCASH INVESTING ACTIVITY—Accrued property and equipment purchases	<u>\$ 2,212</u>	<u>\$ 2,189</u>	<u>\$ 1,180</u>

See notes to consolidated financial statements.

(Concluded)

FIVE GUYS HOLDINGS, INC. AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS AS OF AND FOR THE YEARS ENDED DECEMBER 31, 2017, 2016, AND 2015 (Amounts in thousands, except rights and store information)

1. THE BUSINESS

Five Guys Holdings, Inc. (“Holdings”) together with its subsidiaries (collectively, the “Company” or “we” or “our”) owns and franchises Five Guys Burgers fast casual eateries (“restaurants” or “stores” or “units”), which specialize in the sale of freshly made burgers and fries, primarily throughout the United States, Canada, and the United Kingdom.

On June 27, 2017, the Company closed a securitization financing (the “Securitization Transaction”) and raised \$400,000 to repay the existing loan and to finance its international expansion, which is further discussed in Note 7. Pursuant to the Securitization Transaction, Five Guys Funding, LLC. (the “Master Issuer”), a limited-purpose, bankruptcy-remote, wholly-owned indirect subsidiary of Holdings was formed.

The Company administers a Creative Fund, which is designed to promote and enhance the Five Guys brand for the benefit of all franchisee and company-owned restaurants. The Creative Fund is funded through contributions from all stores and various vendor rebates. Expenditures are paid out to stores from the Creative Fund that meet certain criteria.

As of December 31, 2017, the Company sold 1,710 rights and 665 rights remain available for franchisees to develop franchise units under various development agreements in existence throughout the United States and Canada. As of December 31, 2017, the Company and its franchisees operated 466 and 919 restaurants, respectively, throughout the United States and Canada. Additionally, in December 2017, the first international company owned store was opened in the Netherlands.

In 2012, the Company entered into a joint venture (the “JV”) with a conglomerate in the United Kingdom (UK). As of December 31, 2017, 79 restaurant locations were open. In 2012, the Company contributed £10 and intellectual property to the JV in order to obtain a 50% interest in the JV. The investment in the JV is accounted for using the equity method and had a carrying value of \$0 for the years ended December 31, 2017, 2016, and 2015.

In March 2015, the Company expanded its JV agreement with its United Kingdom partner to include the development rights in Germany, France, and Spain, with the terms consistent with the original agreement. Under this agreement, 12 restaurant locations were open as of December 31, 2017.

In 2015 and 2016, the Company entered into development and franchisee agreements with several franchisees for restaurant locations within the Middle East and Ireland. In 2017, the Company entered into development and franchisee agreements with a franchisee for restaurant locations within Switzerland and Luxembourg. As of December 31, 2017, the Company sold 104 rights and 86 rights remain available for franchisees to develop franchise units under various development agreements in existence throughout the Middle East, Ireland, Switzerland and Luxembourg. Under these agreements, 18 international franchise restaurants were open as of December 31, 2017.

The Company's development rights sold to franchisees within the United States and Canada consist of the following:

	Sold Development Rights Count For the Years Ended December 31,		
	2017	2016	2015
Beginning of year—total rights	1,753	1,915	1,960
New business	5	8	12
Released back*	(41)	(135)	(26)
Acquired rights**	(7)	(34)	(31)
Terminated	<u>-</u>	<u>(1)</u>	<u>-</u>
End of year—total rights	1,710	1,753	1,915
Stores opened through 12/31	<u>(1,045)</u>	<u>(1,007)</u>	<u>(947)</u>
Remaining Rights at 12/31	<u>665</u>	<u>746</u>	<u>968</u>

* Released back is a reduction in store counts through development agreement addendums.

** Represents acquired rights through store acquisitions that are assigned value. See Note 6.

The Company's development rights sold to franchisees within the Middle East, Ireland, Switzerland and Luxembourg consist of the following:

	Sold Development Rights Count For the Years Ended December 31,		
	2017	2016	2015
Beginning of year—total rights	91	88	75
New business	13	3	13
Terminated	<u>-</u>	<u>-</u>	<u>-</u>
End of year—total rights	104	91	88
Stores opened through 12/31	<u>(18)</u>	<u>(11)</u>	<u>(4)</u>
Remaining Rights at 12/31	<u>86</u>	<u>80</u>	<u>84</u>

The Company's store count consists of the following:

	Store Count		
	For the Years Ended December 31,		
	2017	2016	2015
Company-owned stores (U.S. & Canada):			
Beginning of year	438	402	378
Openings	28	29	19
Closures	(10)	(13)	(8)
Acquisitions by Company	<u>10</u>	<u>20</u>	<u>13</u>
End of year	<u>466</u>	<u>438</u>	<u>402</u>
Company-owned stores (International)—			
Openings—Netherlands	<u>1</u>	<u>-</u>	<u>-</u>
End of year	<u>1</u>	<u>-</u>	<u>-</u>
Franchises (U.S. & Canada):			
Beginning of year	909	874	844
Openings	38	60	49
Closures	(18)	(5)	(6)
Acquisitions by Company	<u>(10)</u>	<u>(20)</u>	<u>(13)</u>
End of year	<u>919</u>	<u>909</u>	<u>874</u>
Franchises (International):			
Beginning of year	11	4	-
Openings—Dubai	-	2	2
Openings—Saudi Arabia	3	2	1
Openings—Ireland	-	1	1
Openings—Qatar	2	-	-
Openings—Kuwait	<u>2</u>	<u>2</u>	<u>-</u>
End of year	<u>18</u>	<u>11</u>	<u>4</u>
Joint venture (UK) stores:			
Beginning of year	59	40	19
Openings	<u>20</u>	<u>19</u>	<u>21</u>
End of year	<u>79</u>	<u>59</u>	<u>40</u>
Joint venture (France, Germany and Spain)			
Stores:			
Beginning of year	3	-	-
Openings	<u>9</u>	<u>3</u>	<u>-</u>
End of year	<u>12</u>	<u>3</u>	<u>-</u>
Total restaurants at end of year	<u>1,495</u>	<u>1,420</u>	<u>1,320</u>

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation—The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“generally accepted accounting principles”) and include the accounts of Holdings and each of its subsidiaries. The consolidated financial statements include the accounts of the Company as determined under the voting interest model. Where the Company holds at least 20% ownership interest in an entity or in which there are other indicators of significant influence but not control, the entity is accounted for by the equity method. The Company accounts for its joint ventures in the UK and Europe as equity method investments. Disclosures pertaining to our joint venture activities have been omitted because such activities are not material to our financial statements as a whole.

All material intercompany transactions and balances have been eliminated.

The Company has evaluated subsequent events through March 29, 2018, the date the consolidated financial statements were available to be issued.

Estimates—The preparation of consolidated financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the dates of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Management Agreements and Variable Interest Entities (VIEs)—At times, generally prior to and in contemplation of the acquisition of certain franchisee units, the Company may enter into an agreement to manage the operation of such franchisee's units; at that time the Company does not own an interest in the franchisee entity. As a result of the management agreement, the franchisee entity may be considered a VIE. The Company consolidates the accounts of a VIE if we determine that the Company is the primary beneficiary of the VIE. The Company is the primary beneficiary if we have (1) the power to direct the activities of the VIE that most significantly affect the VIE's economic performance and (2) the obligation to absorb losses of the VIE or the right to receive benefits from the VIE.

The Company consolidates a VIE based on the fair value of the noncontrolling interest of a VIE at the date the Company first becomes the primary beneficiary (which is generally the effective date of the management agreement). Therefore, at that date the fair value of the noncontrolling interest is allocated to the VIE's identifiable assets and liabilities based on their fair values, with any remainder allocated to goodwill. Should the Company subsequently purchase the noncontrolling interest, the difference between the fair value of the consideration paid and the amount of the noncontrolling interest at the purchase date would be an adjustment to additional paid-in capital.

On December 7, 2017, the Company entered into a management agreement with Froda ATF, LLC. (“FRODA”) for three stores and related revenue and expenses were booked in the Company's financial statements as of December 31, 2017. The accounting for the noncontrolling interest is discussed in Note 3. On March 1, 2018, the Company acquired the three stores under the management agreement in addition to the fourth store owned by FRODA. As of December 31, 2016 and 2015, the Company did not have management agreements with franchisees.

Cash Equivalents—Cash equivalents consist of liquid investments with maturities of three months or less at the time of purchase, amounts due from customer credit card transactions.

Restricted Cash—Restricted cash of \$15,356 consists of funds held in an escrow investment account of \$9,568 and Creative Fund of \$5,788 as of December 31, 2017. The escrow investment account holds funds for interest payments related to the Securitization Transaction. Funds held in the Creative Fund as of December 31, 2016 and 2015 were \$6,368 and \$7,633, respectively. The Creative Fund is used to promote the Five Guys brand for the benefit of all franchisee and Company-owned stores.

Accounts Receivable, Net—Accounts receivable, net consists principally of amounts due from franchisee bread purchases and franchisee royalty fees. Such amounts are recorded at their estimated realizable value after reduction for an allowance for estimated uncollectible accounts based on historical experience. The allowance for uncollectible accounts as of December 31, 2017, 2016, and 2015, was \$84, \$112 and \$99, respectively.

Inventory—Inventory is stated at the lower of cost (first-in, first-out) or net realizable value, and consists primarily of food items and supplies.

Property, Equipment, and Leasehold Improvements—Property, equipment, and leasehold improvements are stated at cost less accumulated depreciation or amortization. Depreciation is computed over the estimated useful lives of the assets (three to five years for furniture and computer equipment) using the straight-line method. Amortization of leasehold improvements is computed on the straight-line basis over the life of the restaurant's lease term (five to 10 years) or the economic useful lives of the assets, whichever is less. In 2013, the Company purchased an aircraft that is depreciated over seven years using the straight-line method. Expenditures for major improvements are capitalized; maintenance and repairs are expensed as incurred.

The Company reviews properties for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset group may not be recoverable. Recoverability of an asset group is measured by a comparison of the carrying amount of an asset group to its estimated undiscounted future cash flows expected to be generated by the asset group. If the carrying amount of the asset group exceeds its estimated undiscounted future cash flows, an impairment charge is recognized as the amount by which the carrying amount of the asset group exceeds the fair value of the asset group to be held and used. Assets are grouped at the individual restaurant for purposes of the impairment assessment.

Security Deposits & Other—Security deposits and other consists of (1) security deposits of \$2,503, \$2,183 and \$2,124 as of December 31, 2017, 2016, and 2015, respectively; (2) prepaid assets of \$787, \$1,058, and \$1,311 as of December 31, 2017, 2016, and 2015, respectively; and (3) an interest rate swap of \$0, \$2,443 and \$43 as of December 31, 2017, 2016 and 2015, respectively.

Long-Term Investments—Long-term investments consists of (1) certificates of deposit with purchased maturities of greater than one year of \$0, \$0, and \$724, as of December 31, 2017, 2016, and 2015, respectively; (2) corporate-owned life insurance of \$4,070, \$2,830, and \$1,567, as of December 2017, 2016, and 2015, respectively.

Deferred Charges—Deferred charges consist of (1) costs incurred in connection with restaurant lease agreements on newly opened Company-owned units, and (2) a trademark, which is being amortized over the estimated useful life of 10 years. Related amortization expense amounted to \$223, \$201, and \$164, for the years ended December 31, 2017, 2016, and 2015, respectively. Deferred charges are reported net of accumulated amortization of \$1,087, \$875, and \$700 as of December 31, 2017, 2016, and 2015, respectively.

Other Intangible Assets—Other intangible assets are amortized on the straight-line basis using the estimated useful lives. Favorable/unfavorable leases are amortized over the remaining terms of the respective leases. Reacquired area development rights are amortized over the remaining contractual period of the related development agreements, generally one to five years. Reacquired franchise rights are amortized over the remaining contractual period of the related franchise agreements, generally one to 10 years.

The Company reviews amortizing intangible assets for impairment annually in the fourth quarter and whenever events or changes in circumstances indicate that the carrying amount of the intangible asset may not be recoverable. If such reviews indicate the intangible asset may not be recoverable, an impairment loss is recognized for the excess of the carrying amount over the fair value of the intangible asset.

The Company also evaluates the remaining useful life of amortizing intangible assets each reporting period to determine whether events and circumstances warrant a revision to the remaining period of amortization.

Goodwill—Goodwill represents the excess of the cost of an acquired entity over the fair value of the acquired net assets. Effective January 1, 2014, the Company early adopted Accounting Standards Update (ASU) No. 2014-02, *Accounting for Goodwill—A Consensus of the Private Company Council*, which allows privately held companies to amortize goodwill on a straight-line basis. The Company adopted ASU No. 2014-02 on a prospective basis, with goodwill amortization occurring on a straight-line basis over 10 years. The Company tests goodwill for impairment when a triggering event occurs that indicates that the fair value of the asset may be below its carrying amount.

If the Company determines that impairment may exist, the amount of the impairment loss is measured as the excess, if any, of the carrying amount of the goodwill over its implied fair value. In determining the implied fair value of a reporting unit's goodwill, the Company allocates the fair value of a reporting unit to all of the assets and liabilities of that unit as if the unit had been acquired in a business combination and the fair value of the reporting unit was the price paid to acquire the reporting unit. The excess of the fair value of the unit over the amounts assigned to the assets and liabilities is the implied fair value of goodwill. If the carrying amount of a reporting unit's goodwill exceeds the implied fair value of that goodwill, an impairment loss is recognized in an amount equal to that excess. No goodwill impairment was recorded in 2017, 2016 and 2015.

Fair value estimates are subject to change as a result of many factors including, among others, any changes in our business plans, changing economic conditions, and the competitive environment. Should actual cash flows and our future estimates vary adversely from those estimates used, the Company may be required to recognize goodwill impairment charges in future years.

Prepurchase Costs—The Company may pay certain costs either while providing services to operate franchisee restaurants under certain management agreements or in preparation of acquiring certain franchisee units. Such costs paid on behalf of the franchisee are owed to the Company and are typically recovered upon the acquisition of the franchisee units.

Income Taxes—The Company records income tax liabilities based on known obligations and estimates of potential obligations. A deferred tax asset or liability is recognized (1) whenever there are future tax effects from temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases, and (2) for operating loss, capital loss, and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to the years in which those differences are expected to be recovered or settled.

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

An annual review of the carrying amount of our deferred tax asset is made to determine if the establishment of a valuation allowance is necessary. A valuation allowance is required when it is more likely than not that all or a portion of a deferred tax asset will not be realized. All evidence, both positive and negative, is evaluated when making this determination. Items considered in this analysis include the ability to carryback losses to recoup taxes previously paid, the reversal of temporary differences, tax-planning strategies, historical financial performance, expectations of future earnings and the length of statutory carryforward periods. Significant judgment is required in assessing future earning trends and the timing of reversals of temporary differences.

The Company recognizes interest and penalties accrued on any unrecognized tax benefits as a component of income tax expense. Refer to Note 9 Income Taxes for further discussion regarding the Tax Cuts and Jobs Act.

Revenue Recognition—The Company recognizes revenues as follows:

Development rights fees are earned for the sale of a territory in which a developer has agreed to develop and operate a certain number of franchise restaurants. The related territory is unavailable to any other party and is no longer marketed by the Company. Development rights fees are initially recorded as deferred revenue and recognized as revenue as individual restaurants are opened by the developer, based on the total number of restaurants expected to be opened under the related agreement. Commissions related to the sale of development rights are initially recorded as deferred commission and recognized as expense as the related individual restaurants are opened by the developer.

Franchise fees are recorded as deferred revenue when received and are recognized as revenue when a franchised restaurant is opened as all material services and conditions related to the sale of the franchise unit have been substantially performed.

As of December 31, 2017, 2016, and 2015, the Company has deferred revenue for both development rights and franchise fees in the amount of \$37,705, \$38,080, and \$41,965, respectively. Accordingly, the Company has related deferred commissions in the amount of \$4,197, \$4,514, and \$5,103, respectively.

Royalty fee income is recognized weekly when revenue is reported by franchisees.

Food sales at the Company-owned restaurants are recorded at the point of sale and are subject to state and local sales tax in various jurisdictions. The Company excludes sales tax collected from revenues and cost of sales.

The Company also contracts with bakeries to provide bakery products to franchisee restaurants. Sales of bakery products are recorded as revenue when delivered by third-party bakeries to the restaurants.

The Company sells gift cards that do not expire. Upon sale of a gift card, a liability is established for the cash value; the liability is included in accrued expenses and other current liabilities in the consolidated balance sheets. The gift card liabilities as of December 31, 2017, 2016, and 2015 was \$9,572, \$8,403, and \$7,555, respectively. The Company recognizes revenue from gift cards when (i) the gift card is redeemed by the customer at a Company-owned restaurant or (ii) the Company determines the likelihood of the gift card being redeemed by the customer is remote and there is not a legal obligation to remit the unredeemed gift card balance to the relevant jurisdiction. For the years ended December 31, 2017, 2016, and 2015, the Company recognized \$0 in revenue related to unredeemed gift cards.

Start-Up Costs—Preopening and similar start-up costs are expensed as incurred.

Advertising—Advertising costs are expensed as incurred. The Company administers a promotional fund (the “Creative Fund”) on behalf of its entire system whereby both franchisee and Company-owned restaurants contribute a specified percentage of gross sales. Contributions received must be spent on advertising, marketing, and related activities for the benefit of the entire system of restaurants, and result in no gross profit recognized by the Company. To the extent that contributions received exceed the fund’s advertising and marketing expenditures, the excess contributions are accounted for as a deferred liability and are recorded in creative fund payable in the consolidated balance sheets. To the extent that the fund’s advertising and marketing expenditures exceed the contributions received, the deficit is accounted for as an asset when recoverability is probable and is recorded as such in the consolidated balance sheets or expensed when recoverability is not probable.

For the years ended December 31, 2017, 2016, and 2015, advertising expense, consisting substantially of the Company-owned restaurants contribution to the Creative Fund, was approximately \$12,966, \$11,756, and \$11,515, respectively. These advertising expenses include \$1,427, \$1,536, and \$1,799 of promotional allowances contributed by Company-owned restaurants (as further discussed below) as of December 31, 2017, 2016, and 2015, respectively. Advertising expenses are included in general and administrative expenses in the consolidated statements of operations and comprehensive loss.

Promotional Allowances—The Company receives incentives from certain vendors, including certain marketing support incentives based upon system-wide purchases.

Funds received from vendors related to Company-owned stores are recorded as a reduction of cost of goods sold. In 2017, 2016, and 2015, Company-owned stores received \$3,405, \$3,311, and \$3,508, respectively, of such funds.

The Company has the option, on an annual basis, to contribute funds received from vendors (which are typically based upon system-wide purchases) to the Creative Fund; the Company elected to contribute vendor funds to the Creative Fund in 2017, 2016, and 2015. Amounts vendors contributed to the Creative Fund amounted to \$10,991, \$11,315, and \$11,810 in 2017, 2016, and 2015, respectively. As of December 31, 2017, 2016, and 2015, net accounts receivable from vendors amounted to \$25, \$4,536, and \$4,755, respectively.

Leases—Restaurants are generally located on sites leased from third parties. At inception, each lease is evaluated to determine whether the lease will be accounted for as an operating or capital lease based on the lease terms. When determining the lease term, the Company includes option periods for which failure to renew the lease imposes a significant economic detriment. The primary penalty to which we may be subject is the economic detriment associated with the existence of unamortized leasehold improvements which might be impaired if we choose not to exercise the available renewal options.

For operating leases, minimum lease payments, including minimum scheduled rent increases, are recognized as rent expense on the straight-line basis over the applicable lease terms. Rent expense related to Company-owned restaurants is included in the consolidated statements of operations and comprehensive loss as a component of occupancy within cost of sales. Rent expense related to the corporate office is included in the consolidated statements of operations and comprehensive loss in general and administrative expenses. Generally, lease terms are initially for 10 years, and the leases, in most cases, provide for rent escalations and renewal options. The term used for rent expense is calculated initially from the date we obtain possession of the leased premises through the expected lease termination date. We expense rent from possession date to the restaurant opening date. Certain lease agreements may contain a free-rent holiday period that generally begins on the possession date and ends on the rent commencement date. During the free-rent holiday period, no cash rent payments are typically due under the terms of the lease; however, expense is recorded for that period on the straight-line basis consistent with our straight-line rent expense policy.

Certain leases contain provisions for contingent rent that require additional rental payments based upon restaurant sales volume. Contingent rent is expensed each period as the liability is incurred.

Favorable and unfavorable lease amounts are recorded as components of intangible assets and deferred rent and other, respectively. Amortization of favorable and unfavorable lease amounts related to leases for Company-owned restaurants are included in the consolidated statements of operations and comprehensive loss as a component of occupancy within cost of sales. When the expected term of a lease is determined to be shorter than the original amortization period, the favorable or unfavorable lease balance associated with the lease is adjusted to reflect the revised lease term.

Management makes certain estimates and assumptions regarding each new lease agreement, lease renewal and lease amendment, including, but not limited to, property values, market rents, property lives, discount rates, and probable term, all of which can impact (1) the classification and accounting for a lease as capital or operating, (2) the rent holiday and escalations in payment that are taken into consideration when calculating

straight-line rent, (3) the term over which leasehold improvements for each restaurant are amortized and (4) the values and lives of favorable and unfavorable leases. The amount of depreciation and amortization, interest and rent expense reported would vary if different estimates and assumptions were used.

Concentration of Risk—The Company had no customers, which accounted for 10% or more of consolidated revenues in 2017, 2016, or 2015. In 2015, the Company changed from one to six main distributors of food, packaging, and beverage products, excluding breads, that serviced most of its Company-owned and franchised restaurants. The Company's vulnerability to risk concentrations related to significant vendors and sources of its raw materials is somewhat reduced by this change in 2015 and also mitigated, as there are other vendors that can service the Company's requirements. However, if a disruption of service from the Company's main distributors were to occur, the Company could experience short-term increases in costs while distribution channels were adjusted.

The Company's restaurants are principally located throughout the United States and to a lesser extent, in Canada, the United Kingdom, Ireland, the Middle East and Europe. The Company's restaurants are located in 49 states and the District of Columbia, with the largest number in Florida, California, Virginia, New York, Texas, Maryland, and Pennsylvania. Because restaurant operations are generally located throughout the United States and to a much lesser extent, Canada and other foreign countries, the risk of geographic concentration is not significant. The Company could be adversely affected by changing consumer preferences resulting from concerns over nutritional or safety aspects of beef, French fries, or other products sold or the effects of food safety events or disease outbreaks.

Related to the Securitization Transaction, the Company holds cash in excess of Federal Deposit Insurance Corporation (FDIC) limits. The excess cash is held with reputable banking institutions.

The Company's exposure to foreign exchange risk is primarily related to fluctuations in the Canadian dollar, the British pound, the Euro, the United Arab Emirates Dirham, the Saudi Riyal and the Kuwaiti Dinar relative to the US dollar for international operations. However, the Company's exposure to foreign currency risk is mitigated by the fact that less than 10% of the Company's restaurants are outside of the United States.

Tenant Improvement Allowances—The Company records tenant improvement allowances received as deferred rent in the consolidated balance sheets. This deferred rent is amortized on the straight-line basis as a reduction of rent expense over the applicable lease terms. Tenant improvement receivables are included in other receivables in the consolidated balance sheets when the lease is signed. Upon the completion of work, the Company invoices the landlord and the amount is moved into trade receivable account.

Self-Funding Insurance—The Company is self-insured for certain employee health benefit claims and for certain workers' compensation claims. The Company estimates a liability for aggregate losses below stop-loss coverage limits based on estimates of the ultimate costs to be incurred to settle known claims and claims incurred but not reported as of the balance sheet date. The estimated liability is not discounted and is based on a number of assumptions and factors, including historical and industry trends and economic conditions. This liability could be affected if future occurrences and claims differ from these assumptions and historical trends. As of December 31, 2017, 2016, and 2015, an accrual of \$6,311, \$5,701, and \$4,696 related to estimated claims was included in other current liabilities, respectively. The amount of claims paid by the Company for the years ended December 31, 2017, 2016, and 2015 was \$11,557, \$9,244, and \$7,929, respectively.

Derivatives— On June 27, 2017, the Company terminated two variable-to-fixed interest rate swap agreements (“interest rate swaps”) and received \$1,942. There is no open interest rate swaps subsequent to June 27, 2017. The Company does not designate the derivative as an accounting hedge and thus changes in the fair value of the derivative instrument are included in the consolidated statements of operations and comprehensive loss in other income (expense). For the years ended December 31, 2017, 2016, and 2015, the Company recorded other (expense) income of (\$501), \$2,400, and \$394, respectively, related to the interest rate swap.

Embedded Derivative—As discussed in Note 13, the conversion option on the Series A and Series B preferred shares is bifurcated from the preferred stock and accounted for separately as a derivative contract. As discussed in Note 8, the make whole premium in the Securitization Transaction is also accounted for separately as a derivative contract. The change in fair value subsequent to the date of issuance is recorded as a gain or loss on the embedded derivative line item within the consolidated statements of operations and comprehensive loss.

Deferred Compensation Liability—The Company’s deferred compensation liability is composed of \$81,582, \$83,558, and \$73,175 as of December 31, 2017, 2016, and 2015, respectively, related to deferred compensation and death benefit agreements with certain current and former executives as further described in Note 10.

Treasury Stock—The Company records the entire purchase price of repurchased common shares directly to treasury stock utilizing the cost method. For the years ended December 31, 2017, 2016, and 2015, the Company repurchased \$81, \$3,347, and \$4,000, respectively, of common shares.

Distributions – The Company declared and paid a special cash dividend totaling \$10,000 or \$8.96 per share and \$5,000 or \$4.46 per share to all common and preferred shareholders in June 2017 and March 2016, respectively.

Foreign Currency Translation—The Company’s international operations generally use the local currency as the functional currency. Assets and liabilities are translated at exchange rates in effect as of the balance sheet date. Income and expense accounts are translated at the average monthly exchange rates during the year. Resulting translation adjustments are recorded as a separate component of accumulated other comprehensive income in the consolidated statements of stockholders’ deficit.

Accounting Standards Not Yet Adopted

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842), which supersedes the existing guidance for lease accounting, Leases (Topic 840). ASU 2016-02 requires lessees to recognize a lease liability and a right-of-use asset for all leases. Lessor accounting remains largely unchanged. The amendments in this ASU are effective for fiscal years beginning after December 15, 2019 and interim periods within those fiscal years. Early adoption is permitted for all entities. ASU 2016-02 requires a modified retrospective approach for all leases existing at, or entered into after the date of initial adoption, with an option to elect to use certain transition relief. We expect to adopt the requirements of the new lease standard effective January 1, 2020. We are currently evaluating the provisions of the new lease standard, including optional practical expedients, and assessing our existing lease portfolio in order to determine the impact to our accounting systems, processes and internal control over financial reporting. The adoption of ASU 2016-02 will have a significant impact on our consolidated balance sheet because we will record

material assets and obligations for current operating leases. We are still assessing the expected impact on our consolidated statements of income and cash flows.

In March 2016, the FASB issued ASU 2016-04, *Prepaid Stored-Value Products*, which amends the existing guidance on extinguishing financial liabilities for certain prepaid stored-value products. If an entity selling prepaid stored-value products expects to be entitled to a breakage amount, the entity will recognize the effects of the expected breakage “in proportion to the pattern of rights expected to be exercised” by the product holder to the extent that it is probable that a significant reversal of the breakage amount will not subsequently occur. The amendments in this ASU are effective for fiscal years beginning after December 15, 2018 and interim periods within those fiscal years. Early adoption is permitted for all entities. A reporting entity can apply the guidance by using either (1) a modified retrospective transition approach by recording a cumulative-effect adjustment to retained earnings as of the beginning of the annual period of adoption or (2) a full retrospective transition approach. The Company is currently evaluating the impact of this guidance on the consolidated financial statements.

In August 2016, the FASB issued ASU 2016-15, *Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments*. ASU 2016-15 addresses how certain cash inflows and outflows are classified in the statement of cash flows to eliminate existing diversity in practice. This ASU is effective for annual and interim reporting periods beginning after December 15, 2018. Early adoption is permitted. The Company is currently evaluating the effect this standard will have on the Company’s consolidated financial statements and related disclosures but do not expect it to have a material impact on our financial statements.

In November 2016, the FASB issued ASU 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash*. ASU 2016-18 addresses classification and presentation on the changes in restricted cash or restricted cash equivalents on the cash flow statement for fiscal years beginning after December 15, 2019. Early adoption is permitted. The Company is currently evaluating the effect this standard will have on the Company’s consolidated financial statements and related disclosures.

In January 2017, the FASB issued ASU 2017-01, *Business Combinations (Topic 805): Clarifying the Definition of Business*. The guidance clarifies the definition of a business in determining whether to account for a transaction as an asset acquisition or a business combination for fiscal years beginning after December 15, 2018. The Company does not expect the guidance to have a material impact on our consolidated financial statements.

In January 2017, the FASB issued ASU 2017-04, *Intangibles-Goodwill and Other (Topic 350): Simplifying the test for Goodwill Impairment*. The guidance is effective for fiscal years beginning after December 15, 2021. Early adoption is permitted. The Company is currently evaluating the effect this standard will have on the Company’s consolidated financial statements and related disclosures with a preliminary assessment of immaterial impact..

In May 2017, the FASB issued ASU 2017-05, *Other Income-Gains and Losses from the Derecognition of Nonfinancial Assets (Subtopic 610-20): Clarifying the scope of asset derecognition guidance and accounting for partial sales of nonfinancial assets*. The guidance is effective for annual reporting periods after December 15, 2018. The Company does not expect the guidance to have a material impact on our consolidated financial statements.

In September 2017, the FASB issued ASU 2017-13, *Revenues From Contracts With Customers (Topic 606)*: *outlining a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers*. The guidance is effective for annual reporting periods beginning after December 15, 2018. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods and services. Additionally, the guidance requires improved disclosure to help users of financial statements better understand the nature, amount, timing, and uncertainty of revenue that is recognized. The new guidance supersedes most current revenue recognition guidance, including industry-specific guidance. The guidance allows for either a full retrospective or modified retrospective transition method. The guidance will not impact our recognition of revenue from Company-operated restaurant sales or our recognition of continuing royalty revenues from franchisees, which are based on a percentage of franchise sales. Under current guidance, we recognize initial fees from franchisees when we have performed all material obligations and services, which generally occurs when the franchised restaurant opens. Under the new guidance, if we anticipate recognizing the initial fees from franchisees over the life of the related franchise agreements, it would have material impact on revenue and deferred revenue, as a result of deferring the recognition of initial fees from franchisees. Additionally, under current guidance, our advertising fund contributions from franchisees and the related advertising expenditures are reported on a net basis in our consolidated balance sheet as “Advertising funds restricted assets” and “Advertising funds restricted liabilities.” Under the new guidance, if we expect to consolidate the operations and cash flow results of our national advertising funds, it would have material impact on our consolidated revenues and consolidated expenses. The Company is evaluating the quantifiable impact that it would have on our consolidation financial statements.

In February 2018, the FASB issued ASU 2018-02, *Income Statement – Reporting Comprehensive Income (Topic 220)*: *allowing a reclassification from accumulated other comprehensive income to retained earnings for stranded tax effects resulting from the Tax Cuts and Jobs Act*. The guidance is effective for fiscal years beginning after December 15, 2018. The Company does not expect the guidance to have a material impact on our consolidated financial statements.

3. VARIABLE INTEREST ENTITIES

On December 7, 2017, the Company obtained control of three restaurants from FRODA, LLC. (“FRODA”) under a management agreement. The allocation of assets and liabilities was based upon the fair value of the noncontrolling interest of the franchisee of

\$1,549. Noncontrolling interest is recorded within accumulated deficit in the Consolidated Balance Sheets.

	FRODA
Inventory and security deposit	\$ 85
Property and equipment	<u>133</u>
Total net assets acquired	218
Goodwill	<u>1,331</u>
Total fair value of net assets acquired	1,549
Holdback	<u>-</u>
Cash paid for acquisitions	<u>\$ 1,549</u>
Total purchase price	<u>\$ 1,549</u>
Number of stores acquired	<u>3</u>

4. ACQUISITIONS OF FRANCHISED RESTAURANTS

The Company's growth strategy includes the opening of new restaurant locations along with the acquisition of existing restaurants from franchisees. The Company acquired 7, 20, and 13 restaurants from franchisees for the year ended December 31, 2017, 2016, and 2015, respectively.

For units acquired, the Company generally allocates the purchase price of such units to the tangible and intangible assets acquired and liabilities assumed at their estimated fair values with the remainder of balance allocated to goodwill. Other than the goodwill, the aggregate purchase price was primarily allocated to reacquired franchise rights; reacquired area development rights; favorable and unfavorable leases; and property, equipment, and leasehold improvements.

The goodwill recorded in these transactions is deductible for income tax purposes. Transaction-related costs are immaterial individually and in the aggregate for these acquisitions. At times, we holdback a portion of the agreed-upon purchase price for a limited time pending resolution of certain matters. The results of all restaurants acquired have been included in the consolidated financial statements since their respective acquisition date, when control is obtained, or when it is determined that the Company is the primary beneficiary of the entity as a result of pre-acquisition management agreements.

2017 Acquisitions

During the year ended December 31, 2017, the Company acquired 7 restaurants from one franchisee in an asset acquisition along with 3 restaurants through a management agreement with another franchisee, which is discussed in Note 3.

Born to Eat Abercorn, LLC. (“BTE”)—On March 1, 2017, the Company acquired seven restaurants from BTE. The aggregate purchase price of \$5,510 consisted of cash paid of \$5,234 and holdback of \$276. The weighted-average amortization period for all of the intangible assets is four years.

	<u>Acquired From BTE</u>
Inventory and security deposit	\$ 110
Property and equipment	993
Reacquired franchise rights	1,720
Favorable (unfavorable) leases	15
Other assets	106
Capital lease obligation	<u>(113)</u>
Total net assets acquired	2,831
Goodwill	<u>2,679</u>
Total fair value of net assets acquired	5,510
Holdback	<u>(276)</u>
Cash paid for acquisitions	<u>\$5,234</u>
Total purchase price	<u>\$5,510</u>
Number of stores acquired	<u>7</u>

2016 Acquisitions

During the year ended December 31, 2016, the Company acquired 20 restaurants from franchisees in five separate asset acquisitions.

L&R Burgers, LLC. (“L&R”)—On May 1, 2016, the Company acquired five restaurants from L&R. The aggregate purchase price of \$4,784 consisted of cash paid of \$4,592 and a holdback of \$192. The weighted-average amortization period for all of the intangible assets is six years.

Negvesky, LLC. (“Negvesky”)—On June 1, 2016, the Company acquired seven restaurants from Negvesky. The aggregate purchase price of \$6,368 consisted of cash paid of \$6,068 and a holdback of \$300. The weighted-average amortization period for all of the intangible assets is five years.

B&H National Place, Inc. (“B&H”)—On September 1, 2016, the Company acquired one restaurant from B&H. The aggregate purchase price of \$1,050 consisted of cash paid of \$945 and a holdback of \$105. The weighted-average amortization period for all of the intangible assets is four years.

LHT, LLC (“LHT”)—On October 5, 2016, the Company acquired six restaurants from LHT. The aggregate purchase price of \$5,209 consisted of cash paid of \$4,786 and a holdback of \$424. The weighted-average amortization period for all of the intangible assets is three years.

The Kismat 5 Group, LLC. (“Kismat 5”)—On December 30, 2016, the Company acquired one restaurant from Kismat 5 Group. The purchase price of \$481 consisted of cash paid (in January) of \$481 and a holdback of \$0. The weighted-average amortization period for all of the intangible assets is three years.

	Acquired From					
	L&R					
	Burgers	Negvesky	B&H	LHT	Kismat 5	Total
Inventory and security deposit	\$ 52	\$ 80	\$ 35	\$ 69	\$ 6	\$ 242
Property and equipment	967	1,475	46	279	24	2,791
Reacquired franchise rights	2,056	1,489	-	1,284	-	4,829
Area development rights	350	150	-	-	-	500
Favorable (unfavorable) leases	135	(30)	30	(12)	56	179
Other assets	102	124	-	63	-	289
Capital lease obligation	(107)	(113)	-	(65)	-	(285)
Total net assets acquired	3,555	3,175	111	1,618	86	8,545
Goodwill	1,229	3,193	939	3,592	395	9,348
Total fair value of net assets acquired	4,784	6,368	1,050	5,210	481	17,893
Holdback	(192)	(300)	(105)	(424)	-	(1,021)
Cash paid for acquisitions	\$4,592	\$6,068	\$ 945	\$4,786	\$481	\$16,872
Total purchase price	\$4,784	\$6,368	\$1,050	\$5,210	\$481	\$17,893
Number of stores acquired	5	7	1	6	1	20

2015 Acquisitions

During the year ended December 31, 2015, the Company acquired 13 restaurants from franchisees in two separate asset acquisitions.

Jaffa Family Ventures, LLC. (“Jaffa”)—On June 1, 2015, the Company acquired seven restaurants from Jaffa. The aggregate purchase price of \$6,144 consisted of cash paid of \$5,841 and a holdback of \$303. The weighted-average amortization period for all of the intangible assets is five years.

Blake Bern Partners, Inc. (“BBPI”)—On September 18, 2015, the Company acquired six restaurants from BBPI. The aggregate purchase price of \$5,525 consisted of cash paid

of \$5,249 and a holdback of \$276. The weighted-average amortization period for all of the intangible assets is five years.

	Acquired From		
	Jaffa	BBPI	Total
Inventory and security deposit	\$ 94	\$ 57	\$ 151
Property and equipment	1,665	778	2,443
Reacquired franchise rights	1,282	2,060	3,342
Area development rights	800	-	800
Favorable (unfavorable) leases	16	(81)	(65)
Other assets	70	34	104
Capital lease obligation	<u>(73)</u>	<u>(35)</u>	<u>(108)</u>
Total net assets acquired	3,854	2,813	6,667
Goodwill	<u>2,290</u>	<u>2,712</u>	<u>5,002</u>
Total fair value of net assets acquired	6,144	5,525	11,669
Holdback	<u>(303)</u>	<u>(276)</u>	<u>(579)</u>
Initial cash paid for acquisitions	<u>\$5,841</u>	<u>\$5,249</u>	<u>\$11,090</u>
Total expected purchase price	<u>\$6,144</u>	<u>\$5,525</u>	<u>\$11,669</u>
Number of stores acquired	<u>7</u>	<u>6</u>	<u>13</u>

5. PROPERTY AND EQUIPMENT

Property and equipment consist of the following:

	December 31		
	2017	2016	2015
Furniture	\$ 51,848	\$ 45,399	\$ 35,420
Leasehold improvements	157,335	135,992	116,519
Computers and equipment	19,164	17,247	16,810
Capitalized leases	13,294	12,590	11,733
Aircraft	3,243	3,243	3,243
Construction in progress	<u>10,339</u>	<u>8,042</u>	<u>4,042</u>
Total	255,223	222,513	187,767
Less accumulated depreciation	<u>(126,044)</u>	<u>(102,281)</u>	<u>(87,690)</u>
Net total	<u>\$ 129,179</u>	<u>\$ 120,232</u>	<u>\$100,077</u>

Depreciation expense amounted to \$30,346, \$27,691, and \$24,531 for the years ended December 31, 2017, 2016, and 2015, respectively. Accumulated depreciation under capitalized leases, included above, totaled \$6,296, \$4,873, and \$3,584 as of December 31, 2017, 2016, and 2015, respectively.

The Company recorded impairment charges related to property in general and administrative expenses in the consolidated statements of operations and comprehensive loss of \$1,366, \$1,737, and \$995 for the years ended December 31, 2017, 2016, and 2015, respectively.

6. GOODWILL AND INTANGIBLE ASSETS

Effective January 1, 2014, the Company began amortizing goodwill. Goodwill is being amortized on a straight-line basis over 10 years. Amortization expense amounted to \$8,020, \$7,066, and \$6,377 in 2017, 2016, and 2015, respectively.

No goodwill impairment was recorded in 2017, 2016 and 2015.

The changes in the carrying amount of goodwill for the years ended December 31, 2017, 2016, and 2015, are as follows:

	December 31		
	2017	2016	2015
Cost as of January 1	\$ 76,113	\$ 66,765	\$ 61,763
Goodwill acquired during the year	4,010	9,348	5,002
Less accumulated amortization	<u>(27,459)</u>	<u>(19,439)</u>	<u>(12,373)</u>
	<u>\$ 52,664</u>	<u>\$ 56,674</u>	<u>\$ 54,392</u>

As of December 31, 2017, the estimated future amortization expense of goodwill is summarized in the table below as follows:

Years Ending December 31

2018	\$ (7,982)
2019	(7,982)
2020	(7,982)
2021	(7,982)
2022	(7,982)
Thereafter	<u>(12,754)</u>
	<u>\$ (52,664)</u>

The components of intangible assets are summarized as follows:

	2017			2016			2015		
	Cost	Accumulated Amortization	Net	Cost	Accumulated Amortization	Net	Cost	Accumulated Amortization	Net
Reacquired area development rights	\$14,335	\$(13,209)	\$ 1,126	\$14,635	\$(12,203)	\$ 2,432	\$14,327	\$(10,455)	\$ 3,872
Reacquired franchise rights	52,477	(36,780)	\$15,697	50,861	(30,461)	20,400	46,334	(24,688)	21,646
Favorable leases	<u>1,963</u>	<u>(1,104)</u>	<u>859</u>	<u>1,898</u>	<u>(836)</u>	<u>1,062</u>	<u>1,584</u>	<u>(613)</u>	<u>2,033</u>
	<u>\$68,775</u>	<u>\$(51,093)</u>	<u>\$17,682</u>	<u>\$67,394</u>	<u>\$(43,500)</u>	<u>\$23,894</u>	<u>\$62,245</u>	<u>\$(35,756)</u>	<u>\$26,489</u>

Amortization expense, excluding goodwill and deferred charges and financing fees, amounted to \$7,729, \$7,823, and \$8,744 for the years ended December 31, 2017, 2016, and 2015, respectively.

As of December 31, 2017, the estimated future amortization expense is summarized in the table below as follows:

**Years Ending
December 31**

2018	\$ 5,966
2019	5,056
2020	3,096
2021	1,913
2022	840
Thereafter	<u>811</u>
	<u>\$17,682</u>

As of December 31, 2017, 2016, and 2015, the Company also had net unfavorable leases of \$916, \$1,318, and \$1,760, respectively, which are included in deferred rent and other in the consolidated balance sheets.

7. LONG-TERM DEBT

Long-term debt consists of the following:

	December 31		
	2017	2016	2015
Debt securitization:			
Series fixed notes	\$ 399,000	\$ -	\$ -
Capitalized net financing fees associated with debt	(12,290)	-	-
Credit facility:			
Line of credit	-	35,500	26,000
Note payable to financing company	-	179,313	154,204
Capitalized net financing fees associated with debt	<u>-</u>	<u>(2,015)</u>	<u>(1,970)</u>
	386,710	212,798	178,234
Less current maturities	<u>2,867</u>	<u>14,119</u>	<u>13,166</u>
	<u>\$ 383,843</u>	<u>\$ 198,679</u>	<u>\$ 165,068</u>

As of December 31, 2017, 2016, and 2015, the Company capitalized net financing fees included in the current and long-term debt is as follows:

	December 31		
	2017	2016	2015
Capitalized net financing costs—current	\$ 133	\$ 131	\$ 147
Capitalized net financing costs—long-term	<u>12,157</u>	<u>1,884</u>	<u>1,823</u>
Total capitalized net financing costs	<u>\$12,290</u>	<u>\$2,015</u>	<u>\$1,970</u>

Principal maturities are as follows:

**Years Ending
December 31**

2018	\$ 3,000
2019	4,000
2020	4,000
2021	4,000
2022	4,000
Thereafter	<u>380,000</u>
	<u>\$399,000</u>

Securitized Financing Facility—In June 2017, Five Guys Funding LLC. (the “Master Issuer”), a limited-purpose, bankruptcy-remote, wholly-owned indirect subsidiary of Five Guys Holding Inc. issued Series 2017-1 4.60% Fixed Rate Senior Secured Notes, Class A-2 (the “2017 Class A-2 Notes”) with an initial principal amount of \$400,000. In addition, the Master Issuer also issued Series 2017 Variable Funding Senior Secured Notes, Class A-1 (the “2017 Variable Funding Notes” and, together with the 2017 Class A-2 Notes, the “2017 Notes”), which allowed the Master Issuer to borrow up to \$25,000 on a revolving basis.

The 2017 Notes were each issued in a securitization transaction pursuant to which most of the Company’s domestic revenue-generating assets, consisting principally of Company related restaurant assets and related lease agreements, franchise-related agreements, real estate assets, and intellectual property and license agreements for the use of intellectual property, are held by the Master Issuer and certain other limited-purpose, bankruptcy-remote, wholly-owned indirect subsidiaries of the Company that act as guarantors of the 2017 Notes and that have pledged substantially all of their assets to secure the 2017 Notes.

The 2017 Notes were issued pursuant to a base indenture and related supplemental indentures (collectively, the “Indenture”) under which the Master Issuer may issue multiple series of notes. The legal final maturity date of the 2017 Class A-2 Notes is in July 2047, but it is anticipated that, unless earlier prepaid to the extent permitted under the Indenture, the 2017 Class A-2 Notes will be repaid by July 2024 (the “Anticipated Repayment Date”).

Various events, including failure to maintain a minimum ratio of net cash flows to Debt Service Coverage Ratio ("DSCR"), may also cause a rapid amortization event. Borrowings under the 2017 Class A-2 Notes bear interest at fixed rates equal to 4.60%. If the 2017 Class A-2 Notes are not repaid or refinanced prior to their respective Anticipated Repayment Date, incremental interest will accrue. Principal payments are required to be made on the 2017 Class A-2 Notes equal to \$4,000, per calendar year, payable in quarterly installments. No principal payments are required if a specified leverage ratio, which is a measure of long-term debt, net of cash to earnings before interest, taxes, depreciation, and amortization, adjusted for certain items (as specified in the Indenture), is less than or equal to 5.0 to 1.0. Other events and transactions, such as certain asset sales and receipt of various insurance or indemnification proceeds, may trigger additional mandatory prepayments.

As of December 31, 2017, total debt issuance costs incurred and capitalized in connection with the issuance of the 2017 Notes were \$12,290 and were capitalized as contra-liabilities pursuant to ASC 835-30 Imputation of Interest. These costs will be amortized over the life of the securities consistent with ASC 835.

As of December 31, 2017, total amortization of debt issuance costs related to the securitized financing facility was \$1,124 for fiscal year 2017, which is included in interest expense in the consolidated statements of operations.

The Company used these funds to retire the outstanding credit facility with Wells Fargo of \$226,750 and to fund ongoing operational needs. In accordance with ASC 405 Liabilities, capitalized debt issuance costs of \$2,578 related to the Wells Fargo credit facility was derecognized on June 27, 2017.

Previous Credit Facility—On March 17, 2016, the Company amended and restated the first A&R Credit Facility (the "Second A&R Credit Facility"). The Second A&R Credit Facility consists of (i) a \$190,000 term loan, (ii) a \$20,000 revolving credit facility, and (iii) a \$50,000 acquisition line credit facility. The proceeds of the \$190,000 term loan were used to repay all outstanding borrowings under the Company's previous credit facility prior to March 17, 2016. The term loan, the revolving credit facility, and the acquisition line credit facility mature in March 2021 and bear interest rates based on the one-month LIBOR plus 2.75% (for consolidated lease-adjusted leverage ratio of lesser than 4.5 to 1) or 3.00% (for consolidated lease-adjusted leverage ratio of equal or greater than 4.5 to 1).

On November 30, 2016, the Company first amended and restated the Second A&R Credit Facility waiving an inclusion of certain distributions made to the common and preferred stockholders during 2016 from the debt covenant calculation.

On January 23, 2017 and February 16, 2017, the Company drew \$5,000 each from the revolver line for working capital needs—a total of \$10,000. Also on February 27, 2017, the Company drew \$5,500 from the acquisition line for the Born to Eat acquisition on March 1, 2017.

On March 24, 2017, the Company entered into the second amended and restated the Second A&R Credit Facility waiving any defaults arising from investing in Excluded Subsidiaries defined in the Second A&R Credit Facility.

8. FAIR VALUE MEASUREMENTS

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

Level 1—Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Company has the ability to access.

Level 2—Inputs to the valuation methodology include quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in inactive markets; inputs other than quoted prices that are observable for the asset or liability; and inputs that are derived principally from or corroborated by observable market data by correlation or other means.

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

The carrying amounts of cash equivalents, accounts receivable, accounts payable, and accrued expenses approximate the fair value due to the short-term maturity of these financial instruments. The carrying amounts of loans receivable and payable approximate their fair value based upon current market interest rates on similar instruments.

Assets Carried at Fair Value on a Recurring Basis—The Company's assets and liabilities that are measured at fair value on a recurring basis for each hierarchy level are as follows:

As of December 31, 2017	Level 1	Level 2	Level 3	Total
Assets:				
Corporate-owned life insurance	\$ -	\$ 4,070	\$ -	\$ 4,070
Total assets	\$ -	\$ 4,070	\$ -	\$ 4,070
Liabilities:				
Embedded derivative—preferred stock	\$ -	\$ -	\$ 72,072	\$ 72,072
Embedded derivative—make whole premium	-	-	40	40
Deferred compensation liability	-	-	81,582	81,582
Total liabilities	\$ -	\$ -	\$ 153,694	\$ 153,694
As of December 31, 2016				
Assets:				
Corporate-owned life insurance	\$ -	\$ 2,830	\$ -	\$ 2,830
Interest rate swap	-	2,443	-	2,443
Total assets	\$ -	\$ 5,273	\$ -	\$ 5,273
Liabilities:				
Embedded derivative	\$ -	\$ -	\$ 52,860	\$ 52,860
Deferred compensation liability	-	-	83,558	83,558
Total liabilities	\$ -	\$ -	\$ 136,418	\$ 136,418
As of December 31, 2015				
Assets:				
Long-term investments	\$ -	\$ 724	\$ -	\$ 724
Corporate-owned life insurance	-	1,567	-	1,567
Interest rate swap	-	43	-	43
Total assets	\$ -	\$ 2,334	\$ -	\$ 2,334
Liabilities:				
Embedded derivative	\$ -	\$ -	\$ 45,690	\$ 45,690
Deferred compensation liability	-	-	73,175	73,175
Total liabilities	\$ -	\$ -	\$ 118,865	\$ 118,865

The net change in the Company's embedded derivatives and deferred compensation liabilities measured at fair value on a recurring basis and included in the Level 3 fair value category is as follows:

	2017	2016	2015
Balance—January 1	\$ (136,418)	\$ (118,865)	\$ (78,353)
Total realized and unrealized losses—included in the consolidated statements of operations and comprehensive loss	<u>(17,276)</u>	<u>(17,553)</u>	<u>(40,512)</u>
Balance—December 31	<u>(153,694)</u>	<u>(136,418)</u>	<u>(118,865)</u>
The amount of total losses for the period included in earnings attributable to the change in unrealized losses relating to liabilities still held at the reporting date	<u>\$ (17,276)</u>	<u>\$ (17,553)</u>	<u>\$ (40,512)</u>

Corporate-owned Life Insurance—In 2014, the Company established a nonqualified deferred compensation plan, which allows highly compensated employees to defer a portion of their base salary and variable compensation each plan year. The Company maintains a rabbi trust to fund obligations under the deferred compensation plan. Amounts in the rabbi trust are invested in corporate-owned life insurance. These corporate-owned life insurance investments in the rabbi trust are carried at fair value using Level 2 inputs. As of December 31, 2017, 2016, and 2015, the fair value of the corporate-owned life insurance investments in the rabbi trust was \$4,069, \$2,830, and \$1,567, respectively, which is included in long-term investments in the consolidated balance sheets. The associated liability is recorded within deferred rent and other in the consolidated balance sheets. The Company records investment gains and losses in other (expense) income in the consolidated statements of operations and comprehensive loss, along with the offsetting amount related to the increase or decrease in deferred compensation to reflect its exposure to liabilities for payment under the deferred plan. For the years ended December 31, 2017, 2016, and 2015, the Company recorded immaterial amounts of gains and losses on investments held in the rabbi trust.

Interest Rate Swap—On June 27, 2017, the Company terminated two variable-to-fixed interest rate swap agreements each with a notional amount of \$100,000: i) an effective date of August 1, 2013 with the termination date of October 17, 2017, and ii) an effective date of October 17, 2017 with the termination date of March 15, 2021. Under the terms of the swap agreement, the Company paid a fixed rate of 0.95% on the \$100,000 notional amount and received payments from its counterparty based on the one-month LIBOR rate. The interest rate swap is an economic hedge that is recorded at fair value using level 2 inputs. The Company did not designate the derivative as an accounting hedge. The changes in the fair value of the derivative instrument are recorded in other expense in the consolidated statements of operations and comprehensive loss.

Embedded Derivative—The Company has two types of embedded derivatives that are accounted separately as derivative contracts. The conversion option that has been bifurcated from preferred stock and the make whole premium in the Securitization Transaction. At December 31, 2017, the fair value of the conversion option of the preferred stock and the make whole premium were \$72,072 and \$40, respectively. The fair value of

the conversion option of the preferred stock was \$52,860 and \$45,690 as of December 31, 2016, and 2015, respectively. The change in fair value of the embedded derivative liability, subsequent to the date of issuance, is recorded in the consolidated statements of operations and comprehensive loss as loss on embedded derivative.

The fair value of the Company, used to calculate the fair value of the conversion option, was determined with assistance from an independent third-party valuation specialist utilizing Level 3 inputs. The valuations of the Company were determined based on valuation methodologies and assumptions selected in accordance with the guidelines outlined in the American Institute of Certified Public Accountants Practice Aid, Valuation of Privately Held Companies Equity Securities Issued as Compensation. In the absence of observable market data regarding the value of the Company's stock, the valuation of the Company and its common stock was estimated using multiple valuation approaches, primarily an income and market approach. The income approach is based on the present value of estimated future cash flows, and relies upon significant assumptions and estimates, including those related to the selected discount rate and forecasted revenues and expenses. The market approach is based on a comparison to observed fair values of comparable peer companies and recent market transactions, adjusted for the relative size and profitability of these peer companies relative to the Company.

Assets Carried at Fair Value on a Nonrecurring Basis—The Company may be required, from time to time, to measure certain assets at fair value on a nonrecurring basis. These adjustments to fair value usually result from the application of lower of cost or fair value accounting or write-downs of individual assets. The fair value of those assets, excluding related transaction costs, for which nonrecurring fair value adjustments were recorded in the Level 3 fair value category as of December 31, 2017, 2016, and 2015, respectively, was \$0, \$210, and \$0, respectively.

The net losses of the above assets resulting from nonrecurring fair value adjustments for the years ended December 31, 2017, 2016, and 2015, are as follows:

	2017	2016	2015
Assets—property and equipment—net			
long-lived assets grouped at the store level	<u>\$1,366</u>	<u>\$1,737</u>	<u>\$995</u>
Total net loss from nonrecurring measurements	<u>\$1,366</u>	<u>\$1,737</u>	<u>\$995</u>

9. INCOME TAXES

On December 22, 2017, the U.S. government enacted comprehensive tax legislation commonly referred to as the Tax Cuts and Jobs Act (the "Tax Act"). The Tax Act makes broad and complex changes to the U.S. tax code that will affect 2017, including, but not limited to, (1) requiring a one-time transition tax on certain unrepatriated earnings of foreign subsidiaries that is payable over eight years and (2) bonus depreciation that will allow for full expensing of qualified property. The Tax Act also establishes new tax laws that will affect 2018, including, but not limited to, (1) reduction of the U.S. federal corporate tax rate; (2) elimination of the corporate alternative minimum tax (AMT); (3) the creation of the base erosion anti-abuse tax (BEAT), a new minimum tax; (4) a general elimination of U.S. federal income taxes on dividends from foreign subsidiaries; (5) a new provision designed to tax global intangible low-taxed income (GILTI), which allows for the possibility of using foreign tax credits (FTCs) and a deduction of up to 50 percent to offset

the income tax liability (subject to some limitations); (6) a new limitation on deductible interest expense; (7) limitations on the use of FTCs to reduce the U.S. income tax liability; and (8) limitations on net operating losses (NOLs) generated after December 31, 2017, to 80 percent of taxable income.

Consistent with ASC 740 the Company has performed an initial analysis of the impact of the Tax Act and has recorded a discrete net tax expense of \$11,766 in the period ending December 31, 2017 related to the Tax Act. This net expense consists of a net expense for the corporate rate reduction of \$15,203, net benefit for 100% capital expensing for qualified fixed assets of \$3,437, and a net expense for the transition tax of \$0. The discrete expense of \$15,203 for the rate reduction is fully offset by the movement in the valuation allowance recorded against the net deferred tax asset as of December 31, 2017. For various reasons that are discussed more fully below, we have not completed our accounting for the income tax effects of certain elements of the Tax Act. If we were able to make reasonable estimates of the effects of elements for which our analysis is not yet complete, we recorded provisional adjustments. If we were not yet able to make reasonable estimates of the impact of certain elements, we have not recorded any adjustments related to those elements and have continued accounting for them in accordance with ASC 740 on the basis of the tax laws in effect before the Tax Act.

We have followed the guidance issued by the SEC in SAB 118 in accounting for the impacts of the Tax Act. As such, our accounting for the reduction of U.S. federal corporate tax rate, effective January 1, 2018 is complete. Consequently, we have recorded a net decrease related to DTAs and DTLs of \$15,203, with a corresponding net adjustment to deferred income tax expense of \$15,203, offset by our full valuation allowance for the year ended December 31, 2017. Our accounting for the Deemed Repatriation Transition Tax and cost recovery are provisional. The Deemed Repatriation Transition Tax is a tax on previously untaxed accumulated and current earnings and profits (E&P) of certain of our foreign subsidiaries. We are able to make a reasonable estimate of the Transition Tax and recorded a provisional Transition Tax obligation of \$0, due to our cumulative consolidated E&P deficit. Additionally, we have recorded on a provisional basis, the impact of 100% capital expensing on qualified assets included in our current provision. We have not yet completed all of the computations necessary or completed an inventory of our 2017 expenditures that qualify for immediate expensing, and have recorded a provisional benefit of \$3,437, based on our current intent to fully expense all qualifying expenditures.

Our accounting for the Global Intangible Low Tax Income (GILTI) provision of the Tax Act is incomplete, and we were not yet able to make reasonable estimates of the effects. Therefore, no provisional adjustments were recorded. Under U.S. GAAP, we are allowed to make an accounting policy choice of either (1) treating taxes due on future U.S. inclusions in taxable income related to GILTI as a current-period expense when incurred (the "period cost method") or (2) factoring such amounts into a company's measurement of its deferred taxes (the "deferred method"). Our selection of an accounting policy with respect to the new GILTI tax rules will depend, in part, on analyzing our global income to determine whether we expect to have future U.S. inclusions in taxable income related to GILTI and, if so, what the impact is expected to be. Therefore, we have not made any adjustments

related to potential GILTI tax in our financial statements and have not made a policy decision regarding whether to record deferred taxes on GILTI.

Deferred income tax assets (liabilities), net, as presented in the consolidated balance sheets, consist of the following components:

	December 31		
	2017	2016	2015
Deferred revenue and commissions	\$ 4,307	\$ 7,591	\$ 8,272
Deferred compensation	17,662	28,452	26,511
Goodwill and intangibles	10,471	13,870	11,827
Allowance for doubtful accounts	17	389	39
Deferred rent	3,800	5,908	5,788
Fixed-asset depreciation	(7,269)	(5,928)	(3,607)
Interest rate swap	-	(952)	(17)
Accrued expenses	597	1,394	1,137
Gift card program	1,471	3,346	3,011
Other	(41)	4	7
Reserves	1,505	2,375	2,096
State NOLs	1,802	1,052	933
Federal credit carryover	828	-	-
Valuation allowance on US tax asset	(35,150)	(57,501)	(55,997)
Foreign tax asset	3,648	1,966	1,376
Valuation allowance on foreign tax asset	<u>(3,648)</u>	<u>(1,966)</u>	<u>(1,376)</u>
Deferred tax asset—noncurrent	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

The components of the provision for income taxes for the years ended December 31, 2017, 2016, and 2015, are as follows:

	2017	2016	2015
Current:			
Federal	\$ (7,732)	\$1,237	\$6,889
State	(57)	1,224	1,506
Foreign	<u>540</u>	<u>369</u>	<u>374</u>
Total current	<u>(7,249)</u>	<u>2,830</u>	<u>8,769</u>
Deferred:			
Federal	-	-	-
State	-	-	-
Total deferred	<u>-</u>	<u>-</u>	<u>-</u>
Total provision for income taxes	<u>\$ (7,249)</u>	<u>\$2,830</u>	<u>\$8,769</u>

The Company assesses its tax position using the provisions of Accounting Standards Codification (ASC) 740, *Income Tax*, with respect to uncertain tax positions. In

accordance with ASC 740, an uncertain tax position is assessed based on a more-likely-than-not threshold of being sustained. Should the tax position meet the more-likely-than-not threshold, an assessment is made as to the impact, and the associated tax provision is then recorded. A loss contingency will be recognized when the threshold is not met. As of December 31, 2017, 2016, and 2015, the Company had no material liabilities related to uncertain tax positions. The statute of limitations has expired for tax years prior to 2014 and the Company is currently under exam by one taxing jurisdiction.

Management assesses the available positive and negative evidence to estimate whether sufficient future taxable income will be generated to permit use of the existing deferred tax assets. A significant piece of objective negative evidence evaluated was the cumulative loss incurred over the three-year period ended December 31, 2017, 2016 and 2015. Such objective evidence limits the ability to consider other subjective evidence, such as our projections for future growth.

On the basis of this evaluation, as of December 31, 2017, 2016, and 2015, a valuation allowance of \$38,798, \$59,467, and \$57,373 was recorded to fully offset the net deferred tax asset (liability), as the amount of the deferred tax asset that is more likely than not to be realized in 2017, 2016, and 2015 is \$0. The amount of the deferred tax asset that is considered realizable could be adjusted if estimates of future taxable income during the carryforward period are reduced or increased, or if objective negative evidence in the form of cumulative losses is no longer present and additional weight is given to subjective evidence such as our projections for growth.

Our effective tax rate for 2017 was approximately 16% tax benefit as compared to an expected statutory tax benefit of 35%. The income tax benefit differs from the tax benefit that would result from applying statutory rates to the loss before income taxes primarily because of the valuation allowance on our US deferred tax assets of \$22,351 and the permanent difference of \$6,724 resulting from the loss on our embedded derivative that is not deductible for income tax purposes.

Our effective tax rate for 2016 was approximately 13% tax expense as compared to an expected statutory tax benefit of 35%. The income tax expense differs from the tax benefit that would result from applying statutory rates to the loss before income taxes primarily because of the valuation allowance on our US deferred tax assets of \$1,504 and the permanent difference of \$2,509 resulting from the loss on our embedded derivative that is not deductible for income tax purposes.

Our effective tax rate for 2015 was approximately 19% tax expense as compared to an expected statutory tax benefit of 35%. The income tax expense differs from the tax benefit that would result from applying statutory rates to the loss before income taxes primarily because of the valuation allowance on our US deferred tax assets of \$12,470 and the permanent difference of \$7,495 resulting from the loss on our embedded derivative that is not deductible for income tax purposes.

10. COMMITMENTS AND CONTINGENCIES

Operating Leases—The Company leases principally all of its stores and its corporate headquarters. Most leases contain escalation clauses and require the Company to pay common area maintenance charges (including taxes and insurances). Some leases also have contingent rents based on store revenues.

Aggregate minimum future rental payments as of December 31, 2017, under all noncancelable operating leases are as follows:

**Years Ending
December 31**

2018	\$ 34,891
2019	32,044
2020	27,198
2021	20,801
2022	14,399
Thereafter	<u>31,691</u>
	<u>\$161,024</u>

Capital Leases—The Company leases some of the beverage dispenser machines in its restaurants, which have been accounted for as capital leases. In addition, the Company signed a 20-year lease for one restaurant—which also has been accounted for as capital lease. Aggregate minimum future rental payments at December 31, 2017 under all non-cancelable capital leases are approximately as follows:

**Years Ending
December 31**

2018	\$ 1,967
2019	1,915
2020	1,666
2021	1,205
2022	668
Thereafter	<u>2,713</u>
	10,134
Less amounts representing interest (at 4.75%)	<u>2,624</u>
	7,510
Less current portion	<u>1,591</u>
	<u>\$ 5,919</u>

Rent expense for the years ended December 31, 2017, 2016, and 2015 amounted to approximately \$43,005, \$38,369, \$35,080, respectively. Included in this amount is contingent rent of \$441, \$407, and \$735, for the years ended December 31, 2017, 2016, and 2015, respectively.

Other Commitments—In 2005, the Company received back the rights to a certain development territory and in exchange committed to royalties based upon the sales of certain locations in perpetuity. Included in commission expense is \$2,378, \$2,286, and

\$2,198 for the years ended December 31, 2017, 2016, and 2015, respectively, related to this agreement.

In 2004, as part of a settlement agreement with a former consultant, the Company agreed to pay royalties in perpetuity based upon the number of franchises sold. In 2008, the agreement was amended so that future royalties are based on a percentage of average sales per restaurant multiplied by a predetermined amount of stores. This predetermined amount of stores increases between one and two stores per month depending on how many stores opened for the previous year up to a maximum of 225 stores. During 2010, the third party to this agreement became a stockholder of the Company. Included in commission expense is approximately \$3,494, \$3,417, and \$3,398 for the years ended December 31, 2017, 2016, and 2015, respectively, related to this agreement. Included in related-party payables are accrued commission amounts as of December 31, 2017, 2016, and 2015, of \$71, \$67, and \$44, respectively.

In 2013, the Company entered into a guaranty agreement with a third-party lender on behalf of a franchisee. As a result of the guarantee, the franchisee was able to obtain \$720 in financing from the third-party lender. In the event of a default by the franchisee, the Company, which has a collateralized interest in the underlying assets, is obligated to reimburse the third-party lender for the outstanding balance due as of the date of default.

Deferred Compensation—The Company previously entered into fully vested deferred compensation and death benefit agreements with certain current and former executives that provide payments each year in perpetuity to each executive (or his estate) based upon a percentage of revenues in such year. The Company records a liability for the present value of the future payments to such executives (based upon the trailing 12 months applicable percentage of revenues discounted at a risk-adjusted rate).

Annual payments required to be made to such executives aggregated \$5,953, \$5,429, and \$5,405, for the years ended December 31, 2017, 2016, and 2015, respectively. Included in accrued expenses as of December 31, 2017, 2016, and 2015, are fourth-quarter amounts due to such executives of \$1,733, \$1,359, and \$1,430, respectively. As the benefits fully vest upon signing the compensation agreement, the Company recognizes compensation expense each year for both payments made and the change in the liability associated with the long-term benefit; such compensation expense aggregated to \$3,976, \$15,812, and \$24,505, for the years ended December 31, 2017, 2016, and 2015, respectively. The related liability was \$81,582, \$83,558, and \$73,175, as of December 31, 2017, 2016, and 2015, respectively.

The fully vested deferred compensation and death benefit agreements require cash settlement of these liabilities in the event of a change of control (as further defined in the agreements) using the following methodology: (i) divide the fair market value of the Company by its earnings before interest, taxes, depreciation, and amortization (EBITDA) as derived from the Company's federal income tax return filed for the prior year, and (ii) multiply the product of (i) by the larger of (a) the previous year's deferred compensation expense to such executives or (b) the annual average of the previous three years of deferred compensation expense to such executives.

Purchase Obligations—The Company enters into various purchase obligations in the ordinary course of business. Those that are binding primarily relate to amounts owed under contractor and subcontractor agreements, orders submitted for equipment for restaurants under construction, and commitments for food purchases.

Vendor Agreements—The Company maintains various agreements with its vendors in the ordinary course of business.

The Company has six distributors throughout the United States and Canada that provide the large majority of its food and paper goods. The Company has in turn contracted with multiple vendors to maintain adequate inventory at the warehouse locations of these distributors. The Company's agreements with these distributors contain minimum purchase amount targets based on price, delivery size, and number of deliveries per week.

The Company has an agreement with a major beverage maker to exclusively provide all sodas, teas, and bottled water to each Company-owned and franchise store. The agreement contains a system-wide commitment to purchase a minimum of 29.3 million gallons of product from the beverage maker. As of December 31, 2017, approximately 17.5 million gallons of beverages had been purchased under this agreement.

The Company maintains agreements with 16 North American bakeries and 9 international bakeries to produce and distribute bread goods to all Company-owned and franchise stores. The agreements do not contain any minimum purchase commitments and are cancelable upon 60 days' notice from the Company.

Legal Matters—The Company is involved in various legal matters as a matter of course. Management, after discussion with counsel, does not believe that the ultimate resolution of any of these matters will have a material adverse effect on the Company's cash flow, financial position or results of operations.

11. RETIREMENT PLAN

The Company maintains a 401(k) profit-sharing plan (the "Plan") for all eligible employees. Under the Plan, participants may contribute up to the maximum amount allowable per the Internal Revenue Code. The Company made matching contributions to the Plan of \$1,106, \$266, and \$205, for the years ended December 31, 2017, 2016, and 2015.

12. RELATED-PARTY TRANSACTIONS

In addition to the related-party transactions detailed in Notes 10 and 13, the Company had related-party transactions during the years ended December 31, 2017, 2016, and 2015, as discussed below.

The Company has a compensation agreement with seven of its officers (who are also common stockholders) based upon a percentage of achieved EBITDA. For the years ended December 31, 2017, 2016, and 2015, the related expense included in salaries was \$19,985, \$20,159, and \$19,057, respectively. Included in accrued expenses as of December 31, 2017, 2016, and 2015, are fourth-quarter amounts due to such officers of \$1,003, \$1,810, and \$2,547, respectively.

The Company advanced funds, aggregating \$4,981, \$4,058, and \$4,046, as of December 31, 2017, 2016, and 2015, respectively, to a stockholder of the Company. The loan is a five-year amortizing loan with interest at 4.6% and monthly payments due of \$26. A balloon payment of the remaining principal balance is due in October 2022. This replaced the old loan with interest at 3.25% with remaining principal balance due in February 2018. There was zero accrued interest receivable as of December 31, 2017, 2016, and 2015. Interest income amounted to approximately \$161, \$131, \$131 for the

years ended December 31, 2017, 2016, and 2015. In March 2016 and June 2015, the stockholder sold shares of stock to the Company for \$2,000 and \$4,000, respectively.

The Company has a services agreement with a preferred stockholder for advisory and consulting services. Fees under this agreement totaled \$350 for each of the years ended December 31, 2017, 2016, and 2015.

Included in related-party receivables as of December 31, 2017, 2016, and 2015, are \$665, \$514, and \$1,116, respectively, due from the Company's joint venture with a large conglomerate in the United Kingdom. The receivables are related to the Company's management fee related to the joint venture, as well as amounts the Company spent on behalf of the joint venture that are reimbursable.

Beginning in 2013, an employee who is also a franchisee and stockholder received salary advances based on expected future commissions. As a result, \$399 is included within related-party receivables as of December 31, 2013, for unearned commissions. As of December 31, 2017, 2016, and 2015, this related-party receivable was deemed a loan to the employee who is also a franchisee and a stockholder in the amount of \$974, \$867, and \$1,096, respectively. The receivable of \$0 and \$180 as of December 31, 2017 and 2016, respectively, is related to an agreement signed with a franchisee in December 2016. Royalty and bread receivables from this franchisee as of December 31, 2017, 2016, and 2015, totaled \$71, \$102, and \$77, respectively. For the years ended December 31, 2017, 2016, and 2015, royalty income was \$320, \$368, and \$376, respectively, and bread sales were \$468, \$525, and \$537, respectively, from these franchisee stores. Included in related-party payables are \$14, \$6, and \$12 for secret shopper reward payments as of December 31, 2017, 2016, and 2015, respectively.

Included in related-party receivables from a franchise partially owned by a stockholder of the Company were royalty, advertising, and bread receivables totaling \$68, \$71, and \$66, as of December 31, 2017, 2016, and 2015, respectively. For the years ended December 31, 2017, 2016, and 2015, royalty income was \$787, \$776, and \$831, respectively, and bread sales were \$554, \$543, and \$582, respectively, from these franchisee stores. Included in related-party payables are \$4, \$8, and \$4, for secret shopper reward payments as of December 31, 2017, 2016, and 2015, respectively.

13. PREFERRED STOCK

The Company issued its Series A and Series B preferred shares in September 2007 and June 2009, respectively. Such preferred shares may be redeemed by their holders after the seventh-year anniversary of their issuance for the greater of the original issue price per share or the amount that would be received by the holders of the preferred stock if all of the Company's assets were sold at their fair market value on a going-concern basis and the Company was then liquidated.

The preferred shares may, at the option of their holders, be converted at any time into shares of common stock at the series preferred conversion price (initially at the original issue price as adjusted from time to time in accordance with the amended and restated certificate of incorporation). Upon the closing of an underwritten public offering whereby the share price of common stock is at least three times the larger of the Series A or Series B conversion price and the gross cash proceeds to the Company are at least \$40 million, each share of preferred stock will automatically be converted into shares of common stock.

Upon any liquidation of the Company, the preferred holders shall be entitled to be paid pro rata, before any payment to holders of any common stock, an amount per share of

preferred stock equal to the original issue price (as adjusted for any stock dividends, combinations, splits, recapitalization, and the like), plus all declared and unpaid dividends on the preferred stock.

Dividends on preferred shares are cumulative and, if declared, are payable on preferred and common stock on a pro rata, as-if-converted basis.

The holders of preferred shares vote together with the holders of common shares as a single class. Each holder of preferred shares is entitled to the number of votes equal to the number of shares of common stock into which such shares of preferred stock could be converted. Holders of preferred stock, voting as a separate class, are also entitled to elect one member of Holdings' board of directors (the "Board"). Also, holders of preferred stock, voting as a separate class and having, in the aggregate, one vote, and the holders of the common stock, voting as a separate class and having, in the aggregate, one vote, are entitled to elect one member of the Board. The holders of common stock, voting together as a separate class, elect all remaining members of the Board.

In July 2009, the Company entered into a dividend distribution agreement with a preferred stockholder based upon achieved EBITDA. For the years ended December 31, 2017, 2016, and 2015, the amounts paid under this agreement were \$4,499, \$3,516, and \$2,453, respectively.

14. SUBSEQUENT EVENTS

On January 1, 2018, the Company sold one restaurant to a franchisee for a selling price of \$75.

On February 1, 2018, the Company acquired seven restaurants from a franchisee for a purchase price of \$4,815.

On March 1, 2018, the Company acquired four restaurants from a franchisee for a purchase price of \$3,000.

On March 1, 2018, the Company acquired 11 restaurants from a franchisee for a purchase price of \$16,961.

* * * * *

GUARANTEE OF PERFORMANCE

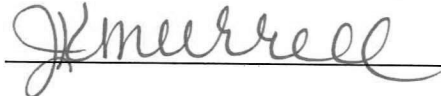
For value received, FIVE GUYS HOLDINGS, INC., a Delaware corporation (the "**Guarantor**"), located at 10718 Richmond Highway, Lorton, Virginia 22079, absolutely and unconditionally guarantees the performance by Five Guys Enterprises, LLC (the "**Manager**") located at 10718 Richmond Highway, Lorton, Virginia 22079, of all of its duties and obligations under that certain Management Agreement between Manager and Five Guys Franchisor, LLC (the "**Franchisor**"), among others, dated June 27, 2017, as it may be amended, modified or extended from time to time (the "**Management Agreement**"), which duties and obligations include the Manager's required support and services to Franchisor's franchisees under their franchise agreements and development agreements.

This guarantee continues until all such obligations of the Manager under the Management Agreement are satisfied, or until the liability of Manager to Franchisor under the Management Agreement has been discharged, whichever first occurs. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Manager. This guarantee is binding on the Guarantor and on its successors and assigns.

The Guarantor signs this guarantee at Lorton, Virginia on the 8 day of May, 2018.

GUARANTOR:

FIVE GUYS HOLDINGS, INC.

By: 

Name: Jane K. Murrell

Title: Authorized Signatory

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

FIVE GUYS HOLDINGS, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEET

(UNAUDITED)

(Dollars in thousands, except share values)

	March 31, 2018
ASSETS	
CURRENT ASSETS:	
Cash and cash equivalents	\$ 125,112
Restricted cash	22,576
Accounts receivable—net	11,045
Other receivables	456
Related-party receivable—current portion	4,961
Inventory	3,663
Prepaid expenses and other current assets	10,379
Prepaid taxes	499
Deferred commissions—current portion	390
Total current assets	<u>179,082</u>
PROPERTY AND EQUIPMENT—Net	<u>135,468</u>
OTHER ASSETS:	
Security deposits & other	3,426
Long-term investments	4,316
Related-party receivables—net of current portion	921
Deferred commissions—net of current portion	3,656
Deferred charges—net	1,153
Intangible assets—net	16,152
Goodwill	<u>70,104</u>
Total other assets	<u>99,727</u>
TOTAL	<u>\$ 414,277</u>

(Continued)

FIVE GUYS HOLDINGS, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEET

(UNAUDITED)

(Dollars in thousands, except share values)

March 31, 2018

LIABILITIES AND STOCKHOLDERS' DEFICIT

CURRENT LIABILITIES:

Current maturities of long-term debt	\$ 3,866
Capital lease obligations—current portion	1,649
Accounts payable	14,342
Embedded derivative liability	72,072
Accrued expenses and other current liabilities	34,753
Accrued payroll and related taxes	16,683
Creative fund payable	11,571
Related-party payables	102
Deferred revenue—current portion	<u>5,311</u>

Total current liabilities	<u>160,348</u>
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OTHER LIABILITIES:

Long-term debt—net of current maturities	383,365
Capital lease obligations—net of current portion	5,926
Deferred revenue—net of current portion	33,602
Deferred compensation liability	81,582
Deferred rent and other	<u>22,481</u>

Total other liabilities	<u>526,955</u>
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STOCKHOLDERS' DEFICIT:

Preferred stock—series A—noncumulative convertible preferred (\$15 million aggregate liquidation preference)—\$.001 par value—107,000 shares authorized, issued, and outstanding	
Preferred stock—series B—noncumulative convertible preferred (\$15 million aggregate liquidation preference)—\$.001 par value—84,863 shares authorized, issued, and outstanding	
Common stock—\$.001 par value—1,808,137 shares authorized; 934,657 shares issued; 919,445, 919,586 and 925,438, shares outstanding for 2017, 2016, and 2015, respectively.	1
Treasury stock	(8,103)
Additional paid-in capital	
Accumulated deficit	(264,319)
Stockholder loans	(924)
Accumulated other comprehensive income	<u>319</u>

Total stockholders' deficit	<u>(273,026)</u>
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TOTAL	<u>\$ 414,277</u>
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(Concluded)

FIVE GUYS HOLDINGS, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF OPERATIONS AND NET INCOME (UNAUDITED) (Dollars in thousands)

Three Months Ended March 31,

2018

REVENUE:

Restaurant sales	\$ 122,619
Bakery sales	11,621
Royalty fees	17,287
Development fees	723
Franchise fees	230
Other revenue	327
Total revenue	152,806

OPERATING EXPENSES:

Cost of sales:

Food, beverage, and shipping	37,423
Labor	38,793
Occupancy	14,694
Other operating costs	25,709
General and administrative	41,819

Total operating expenses

158,438

LOSS FROM OPERATIONS

(5,631)

OTHER INCOME (EXPENSE):

Interest income	95
Interest expense	(4,732)
Loss on embedded derivative	
Other income (expense)	(136)

Total other expense

(4,773)

LOSS BEFORE INCOME TAX EXPENSE

(10,405)

INCOME TAX EXPENSE (BENEFIT):

Current	378
Deferred	-

Total income tax expense (benefit)

378

NET LOSS

(10,783)

FIVE GUYS HOLDINGS, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF CASH FLOWS

(UNAUDITED)

(Dollars in thousands)

Three Months Ended March 31,	2018
CASH FLOWS FROM OPERATING ACTIVITIES:	
Net loss	\$ (10,783)
Adjustments to reconcile net loss to net cash provided by operating activities:	
Depreciation and amortization	12,475
Impairment of long-lived assets	
Bad debt provision	224
Deferred income benefit	
Tax valuation allowance	
Loss on fixed asset disposal	4
Loss on embedded derivative liability	
Deferred compensation expense	
Interest rate swap valuation	
Changes in operating assets and liabilities:	
Restricted cash	(7,220)
Accounts receivable	(1,345)
Other receivables	1,657
Inventory	(88)
Prepaid expenses and other current assets	86
Prepaid taxes	(499)
Security deposits	124
Deferred commissions	151
Accounts payable	(4,009)
Accrued expenses and other current liabilities	11,762
Accrued payroll and related taxes	(1,032)
Creative fund payable	5,185
Deferred revenue	1,208
Deferred rent and other	<u>1,039</u>
Net cash provided by operating activities	<u>8,939</u>
CASH FLOWS FROM INVESTING ACTIVITIES:	
Decrease (increase) in long-term investments	(247)
Purchases of property and equipment	(10,798)
Prepurchasing costs	(87)
Acquisitions of franchisee locations	(22,983)
Holdback settlements related to acquisitions	
Advances to related parties	
Collections of related-party advances and other	8
Interest rate swap settlement	
Net cash used in investing activities	<u>(34,107)</u>

(Continued)

FIVE GUYS HOLDINGS, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF CASH FLOWS

(UNAUDITED)

(Dollars in thousands)

Three Months Ended March 31,	2018
CASH FLOWS FROM FINANCING ACTIVITIES:	
Payments under capital lease obligations	\$ (394)
Proceeds from line of credit	
Repayment of line of credit	
Proceeds from long-term debt	
Repayment of long-term debt	
Proceeds from securitization transaction	
Payment of deferred financing fees	(47)
Employee loans—stockholder advances	50
Employee loans—stockholder collections	
Purchase of treasury stock	
Distributions	<u>(10,642)</u>
Net cash (used in) provided by financing activities	<u>(11,032)</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	(36,200)
CASH AND CASH EQUIVALENTS—Beginning	<u>161,313</u>
CASH AND CASH EQUIVALENTS—End	<u>\$ 125,112</u>

(Concluded)

EXHIBIT B TO THE DISCLOSURE DOCUMENT

DEVELOPMENT AGREEMENT



FIVE GUYS FRANCHISOR, LLC

DEVELOPMENT AGREEMENT

DEVELOPER

EFFECTIVE DATE

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ATTACHMENTS:

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- B - STATEMENT OF OWNERSHIP INTERESTS AND DEVELOPER'S PRINCIPALS
- C - DEVELOPMENT SCHEDULE
- D - STATE SPECIFIC AMENDMENTS

FIVE GUYS FRANCHISOR, LLC

DEVELOPMENT AGREEMENT

This Development Agreement (this “**Agreement**”) is made and entered into by and between FIVE GUYS FRANCHISOR, LLC, a Delaware limited liability company (“**Franchisor**”), and _____, a _____ [corporation/limited liability company/partnership] (“**Developer**”), on the date this Agreement is executed by Franchisor below (the “**Effective Date**”).

W I T N E S S E T H:

WHEREAS, Franchisor and its affiliates, as the result of the expenditure of time, skill, effort and money have developed and own a distinctive system (the “**System**”) relating to the establishment, development and operation of retail food service businesses that operate in buildings that display Franchisor’s interior and exterior trade dress (each, a “**Restaurant**”), which specialize in dine-in and carry-out service of hamburgers, cheeseburgers, hot dogs, french fries, and other foods and accompaniments approved by Franchisor (the “**Products**”) and which operate under Franchisor’s System and the Marks (defined below), all of which Franchisor may periodically change, improve, and/or further develop;

WHEREAS, the distinguishing characteristics of the System include, without limitation, distinctive interior and exterior sign design and arrangement, décor, fixtures and furnishings; menus and recipes; quality and uniformity of products and services offered; standards, specifications, methods, techniques, procedures for operations, inventory and management; training and assistance; record keeping and reporting; and marketing and advertising; all of which may be changed, improved and further developed by Franchisor and/or its affiliates from time to time;

WHEREAS, Franchisor identifies the System and Restaurants by means of certain trade names, service marks, trademarks, emblems and indicia of origin, including, but not limited to, the marks “FIVE GUYS®”, “FIVE GUYS FAMOUS BURGERS AND FRIES®”, “FIVE GUYS BURGERS AND FRIES®” and such other proprietary marks as Franchisor may periodically designate in writing (collectively, the “**Marks**”);

WHEREAS, Franchisor grants to qualified persons the opportunity to own and operate Restaurants offering and selling the Products as well as other products and services authorized and approved by Franchisor and utilizing Franchisor’s System and Marks; and

WHEREAS, Developer wishes to obtain certain rights to develop Restaurants under Franchisor’s System pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

I. GRANT

A. In reliance on the representations and warranties of Developer and its Controlling Principals (as defined in Section XIV.E) hereunder, Franchisor hereby grants to Developer the right (and Developer hereby accepts the obligation), pursuant to the terms and conditions contained in this Agreement, to develop _____ (____) Restaurants in the geographic area described in Attachment C (the “**Territory**”). In this regard, the parties further agree that:

(1) The Restaurants shall be developed by Developer pursuant to the development schedule set forth in Attachment C to this Agreement (the “**Development Schedule**”);

(2) Each Restaurant developed under this Agreement shall be established and operated pursuant to a separate FIVE GUYS® Franchise Agreement (each, a “**Franchise Agreement**”) that shall be executed as provided in Section III. below; and

(3) Each Restaurant developed under this Agreement shall be located in the Territory.

B. Except as provided in this Agreement, and subject to Developer’s and Controlling Principals’ full compliance with this Agreement and any other agreement among Developer or any of its affiliates and Franchisor or any of its affiliates, Franchisor shall not establish or authorize any other person or entity, other than Developer, to establish a Restaurant within the Territory during the term of this Agreement.

C. Notwithstanding the generality of the foregoing section, Franchisor and its affiliates retain all other rights, and therefore Franchisor and its affiliates shall have the right (among others) on any terms and conditions Franchisor deems advisable, and without granting Developer any rights therein, to:

(1) Establish, and license others to establish, Restaurants and otherwise sell the food and beverage Products under the Marks at any location outside the Territory;

(2) Establish, and license others to establish, Restaurants and otherwise sell food and beverage Products under the Marks in a Reserved Area (as defined below) at any location within or outside of the Territory. As used in this Agreement, a “**Reserved Area**” is defined as all airports, sporting arenas and stadiums, and United States Department of Defense locations, military installations and other federal government agencies (including, without limitation, Navy, Marine Corp, Army and Air Force bases and exchange service facilities); *provided, however*, the Franchisor agrees that (i) Developer may pursue, on a non-exclusive basis, any and all opportunities to operate a Restaurant in an airport, sporting arena, or stadium located within the geographic borders of the Territory, and (ii) in the event that Developer has secured all necessary permits and approvals from the necessary authorities to operate a Restaurant in an airport, sporting arena, or stadium, as applicable, located within the geographic borders of the Territory, Franchisor may approve of such location on the same terms and conditions as it would for a location outside of a Reserved Area. Any Restaurant developed by the Developer in an airport, sporting arena, or stadium pursuant to the foregoing shall be credited toward the Developer’s obligations under the Development Schedule. The parties hereto agree that nothing in this Section I.C shall in any way limit the Franchisor’s right to operate, or license another party to operate, a Restaurant in a Reserved Area; and

(3) Sell and distribute, directly or indirectly, or license others to sell and distribute, directly or indirectly, any collateral products under the Marks (*e.g.*, pre-packaged food and beverage Products and FIVE GUYS® memorabilia) from any location to any purchaser by any method or channel of distribution (including, without limitation, the Internet, mail order, and/or retail locations whether located within or outside of the Territory), so long as such sales are not conducted from a Restaurant operated from a location inside the Territory.

D. The parties hereto acknowledge and agree that this Agreement is not a Franchise Agreement (as defined in Section III. below) and does not grant to Developer any right or license to operate a Restaurant, distribute any goods or services, or any right to use or interest in the Marks.

II. FEE

A. As consideration for the development rights granted herein, Developer shall pay to Franchisor a territorial development fee of _____ Dollars (\$_____) (the “**Development Fee**”), representing payment of a development fee of Fifty Thousand Dollars (\$50,000) per Restaurant to be developed hereunder. The Development Fee shall be due upon the execution of this Agreement and shall be deemed fully earned by Franchisor upon receipt in consideration of the administrative and other expenses incurred by Franchisor and for the development opportunities lost or deferred as a result of the rights granted to Developer herein. The Development Fee shall not be refundable under any conditions or circumstances

B. In addition to the Development Fee, a separate franchise fee of Twenty Five Thousand Dollars (\$25,000) shall be due and payable to Franchisor for each Restaurant developed hereunder (each, a “**Franchise Fee**”). The initial Franchise Fee shall be paid upon the execution of a separate Franchise Agreement executed along with this Agreement. Each Franchise Fee for the remaining _____ (__) Restaurants shall be due and payable immediately upon either (i) the execution of a lease or purchase agreement for the space in which the Restaurant shall operate, or (ii) ninety days (90) prior to the scheduled opening of the Restaurant, whichever occurs first. Franchise Fees are deemed earned upon payment thereof and shall not be refundable except as specified in the Franchise Agreement.

III. SCHEDULE AND MANNER FOR EXERCISING DEVELOPMENT RIGHTS

A. Developer shall exercise the development rights granted hereunder only by entering into a separate Franchise Agreement with Franchisor for each Restaurant for which a development right is granted. Franchisor may, in its reasonable discretion, permit Developer to exercise such development rights through affiliated entities that are either wholly owned subsidiaries of Developer or commonly controlled entities with ownership determined by Developer, provided Developer first delivers timely notice of such affiliated entities to Franchisor for its review prior to signing the applicable Franchise Agreement. The Franchise Agreement to be executed for the first Restaurant to be developed hereunder shall be executed and delivered to Franchisor concurrently with the execution and delivery of this Agreement. All subsequent Restaurants developed under this Agreement shall be established and operated pursuant to the form of franchise agreement then being used by Franchisor for franchised Restaurants. These franchise agreements shall also be included in the term “**Franchise Agreement**” for purposes of this Agreement. The then-current form of Franchise Agreement may differ from the form executed and delivered with this Agreement; *provided, however*, that the material terms (including, without limitation, the fees, renewal rights, and termination provisions) of each Franchise Agreement shall be substantially similar to the Franchise Agreement executed and delivered with this Agreement.

B. (1) Acknowledging that time is of the essence, and subject to the requirements of Section IV., Developer agrees to exercise its development rights according to the Development Schedule.

(2) (a) Developer shall open each Restaurant developed hereunder and shall commence business in accordance with the time periods set forth in the Development Schedule; *provided, however*, Developer may, subject to Franchisor’s approval, purchase from Franchisor an extension of a development period (each, a “**Time Extension**”) as may be necessary to complete construction and commence operation of a Restaurant. Each Time Extension shall be purchased at a cost of Ten Thousand Dollars (\$10,000) (the “**Time Extension Fee**”), and shall run for an additional ninety (90) day period commencing upon the expiration of the applicable development period, including any previous extensions thereof. No more than two (2) Time Extensions of any development period shall be permitted. If a Time Extension of a development period is granted by Franchisor, the “Opening Date” (as such term is used in the Franchise Agreement) of the Restaurant shall be extended accordingly. No Time Extension of any development period shall affect the duration of any other development period or any of Developer’s other

development obligations hereunder. If a Time Extension is requested for the final development period, the term of this Agreement shall be extended accordingly, and Developer shall have no further rights under this Agreement except as expressly provided in Sections VI. and VII. hereof.

(b) In the event that Developer deems it necessary to request a Time Extension for a Restaurant, Developer must notify Franchisor of its request in writing at least sixty (60) days prior to the projected opening date for such Restaurant (an “**Extension Request**”). In an Extension Request, Developer shall include a description of the reasons for such failure to develop in a timely manner and the expected date of completion of construction and opening. Simultaneously with its delivery of an Extension Request, Developer shall pay the Time Extension Fee; *provided, however*, no Time Extension Fee shall be charged in cases where Developer can reasonably prove that such delay is directly related to Force Majeure (as defined below).

(3) Failure by Developer to adhere to the Development Schedule (including any Time Extensions thereof approved by Franchisor in writing) shall constitute a material event of default under this Agreement, except when such failure is the direct result of an act of God, strikes, lockouts, or other industrial disturbances, war, acts of terrorism, riot, epidemic, fire or other catastrophe or other forces reasonably beyond Developer’s control (collectively, “**Force Majeure**”).

(4) Following Developer’s successful completion of the Development Schedule (including any Time Extensions thereof), Developer may make a request to Franchisor to develop and establish one or more additional Restaurants in the Territory (the “**New Restaurant(s)**”). The development and establishment of the New Restaurants shall be pursuant to agreements containing terms and conditions substantially similar to the terms and conditions then-currently offered by Franchisor for franchised Restaurants.

(5) For a period of five (5) years following Developer’s successful completion of the Development Schedule (and provided Developer is and has been in compliance with this Agreement and each Franchise Agreement executed pursuant to this Agreement), if Franchisor or an affiliate of Franchisor seeks to develop, itself or through third party franchisees, any New Restaurants in the Territory, Franchisor shall first present Developer with written notice (the “**ROFR Notice**”) of the bona fide terms and conditions of the proposed development. Developer shall have a right of first refusal to develop the New Restaurants, in lieu of Franchisor, Franchisor’s affiliate or third party franchisees, pursuant to the terms contained in the ROFR Notice. Developer shall have thirty (30) days to notify Franchisor in writing of its intent to exercise the right to develop and/or establish the New Restaurants, to execute a development agreement and franchise agreement(s) for such New Restaurant(s) on the terms contained in the ROFR Notice, and to pay the initial fees due under the new development agreement and franchise agreement(s). If Developer fails to respond to the notice within thirty (30) days, fails to pay the required fees, or otherwise fails to adhere to any requirements set forth in the ROFR Notice, Developer shall have no further right to develop, establish or operate the New Restaurants(s) pursuant to such terms, and Franchisor or an affiliate of Franchisor shall have the right to establish, or to license other third parties to establish, such New Restaurant(s) under the terms and conditions set forth in the ROFR Notice. If Developer elects to exercise its right under this Section III.B(5), Developer shall execute the development agreement, franchise agreement(s), and all other documents required by Franchisor within thirty (30) days of Developer’s response to the ROFR Notice.

(6) If requested by Franchisor, Developer shall deliver to Franchisor an annual update regarding Developer’s immediate development plans for the Territory for the then-current year (the “**Annual Development Plan**”). The Annual Development Plan shall include, without limitation, geographic and demographic details of the Territory, current Restaurant counts, and summaries of Developer’s development strategy. The forms required for Developer’s completion of the Annual

Development Plan shall at all times be located on, and downloadable from, Franchisor's extranet site (as such site is more fully described in the Manual).

IV. PREREQUISITES TO OBTAINING FRANCHISES

A. Developer understands and agrees that this Agreement does not confer upon Developer a right or franchise to operate any Restaurant but is rather intended by the parties to set forth the terms and conditions which, if fully satisfied by Developer, shall entitle Developer to obtain the right to operate Restaurants within the Territory.

B. Each of the following conditions and approvals must have occurred or be obtained before the grant of the right by Franchisor to develop each Restaurant shall become effective. Developer must meet each of the operational, financial, and legal conditions set forth below (collectively, the "**Conditions**") before such rights shall become effective:

(1) Operational: Developer shall be in compliance with the Development Schedule and each other provision of this Agreement. Developer and each entity that is controlled by, controlling or under common control with Developer (collectively, "**Developer's Affiliate**") must be in material compliance with any and all other agreements to which Franchisor and/or its affiliates are a party (including, without limitation, the Franchise Agreements and any other development agreements). Developer must be properly conducting the operation of its existing Restaurants, if any, and is capable of conducting the operation of the proposed Restaurant (a) in accordance with the terms and conditions of this Agreement, (b) in accordance with the provisions of the respective Franchise Agreements, and (c) in accordance with the standards, specifications, and procedures set forth and described in the "Manuals" (as such term is defined in the Franchise Agreement), as such Manuals may be amended from time to time, or otherwise in writing.

(2) Financial: Developer and Developer's Affiliates shall not then be in default, and for the twelve (12) month period preceding Developer's request for financial approval shall not have been in default, of any monetary obligations owed to Franchisor or its affiliates under any other agreement to which Franchisor and/or its affiliates are a party (including, without limitation, the Franchise Agreements and any other development agreements). Developer acknowledges and agrees that it is vital to Franchisor's interest that each of its franchisees is financially sound to avoid failure of a Restaurant and that such failure would adversely affect the reputation and good name of Franchisor and its system of franchisees.

(3) Legal: Developer must have submitted to Franchisor, in a timely manner and in accordance with all applicable federal and state franchise disclosure laws, all information and documents requested by Franchisor prior to and as a basis for the issuance of individual franchises or pursuant to any right granted to Developer by this Agreement or by any Franchise Agreement, and has taken such additional actions in connection therewith as may be reasonably requested in writing by Franchisor from time to time.

If Franchisor determines, in its reasonable discretion, that Developer and the Controlling Principals have met all of the Conditions described above, then Franchisor shall grant to Developer the right to develop such additional Restaurant pursuant to the Development Schedule.

V. TERM

Unless sooner terminated in accordance with this Agreement, the term of this Agreement and all rights granted by Franchisor under this Agreement shall expire on the date on which Developer successfully and in a timely manner has exercised all of the development rights and completed the

development obligations under this Agreement in accordance with the Development Schedule (including, if applicable, any extension thereof under Section III.B(3)).

VI. REPRESENTATION AND WARRANTIES OF DEVELOPER; DUTIES OF DEVELOPER

Developer and the Controlling Principals (as defined in Section XIV.E), as applicable, make the following representations, warranties and covenants and accept the following obligations:

A. If Developer is a corporation, limited liability company, partnership, or other form of legal entity other than an individual, Developer represents and warrants that:

(1) Developer is duly organized and validly existing under the state law of its formation;

(2) Developer is duly qualified and is authorized to do business in each jurisdiction in which its business activities or the nature of the properties owned by it require such qualification;

(3) Developer's corporate charter, operating agreement, or written partnership agreement shall at all times provide that the activities of Developer are confined exclusively to the development and operation of FIVE GUYS® Restaurants as contemplated hereunder, unless otherwise consented to by Franchisor in writing;

(4) The execution of this Agreement and the performance of the transactions contemplated hereby have been duly authorized by Developer and are (i) within Developer's corporate power if Developer is a corporation, (ii) permitted under the operating agreement if Developer is a limited liability company, or (iii) permitted under Developer's written partnership agreement if Developer is a partnership;

(5) The ownership interests in Developer are accurately and completely described in Attachment B (attached hereto); and

(6) Developer has provided Franchisor with the most recent financial statements of Developer, and such financial statements (i) present fairly the financial position of Developer as of the dates indicated therein, and (ii) have been certified as true, complete and correct and were been prepared in conformity with generally accepted accounting principles applicable to the respective periods involved and applied on a consistent basis. Developer further represents to Franchisor that no material liabilities adverse claims, commitments or obligations of any nature exist as of the date of this Agreement (whether accrued, unliquidated, absolute, contingent or otherwise) which are not reflected as liabilities on the financial statements delivered to Franchisor.

B. (1) If Developer is a corporation, it shall comply with the following requirements throughout the term of this Agreement:

(a) Upon Franchisor's request, Developer shall promptly furnish Franchisor with its articles of incorporation, bylaws, other governing documents, and any other documents Franchisor may reasonably request, together with any amendments thereto;

(b) Developer shall maintain stop transfer instructions against the transfer on its records of any voting securities; and shall issue no certificates for voting securities upon the face of which the following printed legend does not legibly and conspicuously appear:

THE TRANSFER OF THIS STOCK IS SUBJECT TO THE TERMS AND CONDITIONS OF A FIVE GUYS® DEVELOPMENT AGREEMENT WITH FIVE GUYS FRANCHISOR, LLC. REFERENCE IS MADE TO THE PROVISIONS OF SAID DEVELOPMENT AGREEMENT AND TO THE ARTICLES AND BYLAWS OF THIS CORPORATION.

(c) Developer shall maintain a current list of all owners of record and all beneficial owners of any class of voting stock of Developer and shall promptly furnish the list to Franchisor upon request; and

(d) Such owners of a beneficial interest in the corporation, as Franchisor may designate from time to time, shall execute a guarantee of the performance of Developer's obligations under this Agreement in the form required by Franchisor.

(2) If Developer is a partnership, limited liability company, or other non-corporate limited liability entity of any sort, then it shall comply with the following requirements throughout the term of this Agreement:

(a) Upon Franchisor's request, Developer shall promptly furnish Franchisor with its partnership agreement, operating agreement, and/or organizational documents, as applicable, together with any amendments thereto and such other documents Franchisor may reasonably request;

(b) Developer shall maintain stop transfer instructions against the transfer on its records of any voting securities; and shall issue no certificates for voting securities upon the face of which the following printed legend does not legibly and conspicuously appear:

THE TRANSFER OF ANY EQUITY INTERESTS IN THIS COMPANY IS SUBJECT TO THE TERMS AND CONDITIONS OF A FIVE GUYS® DEVELOPMENT AGREEMENT WITH FIVE GUYS FRANCHISOR, LLC. REFERENCE IS MADE TO THE PROVISIONS OF SAID DEVELOPMENT AGREEMENT AND TO THE OPERATING AGREEMENT AND/OR PARTNERSHIP AGREEMENT, AS APPLICABLE, OF THIS COMPANY.

(c) Developer shall prepare maintain a current list of all general and limited partners and/or members, as applicable, in Developer and shall promptly furnish the list to Franchisor upon request;

(d) Such owners of a beneficial interest in the partnership, limited liability company, or other non-corporate limited liability entity, as Franchisor may designate from time to time, shall execute a guarantee of the performance of Developer's obligations under this Agreement in the form required by Franchisor.

C. (1) Upon the execution of this Agreement, Developer shall designate and retain an individual to assume primary responsibility for the operations of Developer (the "**Operating Principal**"). If Developer is an individual, Developer shall perform all obligations of the Operating Principal. The Operating Principal shall, during the entire period he/she serves as such, meet and maintain the following qualifications:

(a) The Operating Principal must maintain a direct or indirect majority ownership interest in the Developer. Except as may otherwise be provided in this Agreement, the Operating Principal's interest in Developer shall be and shall remain free of any pledge, mortgage,

hypothecation, lien, charge, encumbrance, voting agreement, proxy, security interest or purchase right or options.

(b) The Operating Principal shall devote substantial full time and best efforts to the supervision and conduct of the business contemplated by this Agreement. Operating Principal shall execute this Agreement as one of the Controlling Principals, and shall be individually, jointly and severally bound by all obligations of Developer, the Operating Principal and the Controlling Principals hereunder.

(c) The Operating Principal (and any such designee) shall meet Franchisor's reasonable standards and criteria for such individual, as set forth in the Manuals as defined herein or otherwise in writing by Franchisor.

(d) If, during the term of this Agreement, the Operating Principal or any designee is not able to continue to serve in the capacity of Operating Principal or no longer qualifies to act as such in accordance with this Section, Developer shall promptly notify Franchisor and designate a replacement within sixty (60) days after the Operating Principal or such designee ceases to serve, such replacement being subject to the same qualifications and restrictions listed above. Developer shall provide for interim management of the activities contemplated under this Agreement until such replacement is so designated, such interim management to be conducted in accordance with this Agreement. Any failure to comply with the requirements of this Section VI.A(2) shall be deemed a material event of default under this Agreement.

(2) The Operating Principal may, at his/her option, and, subject to the approval of Franchisor, designate an individual to perform the duties and obligations of Operating Principal described herein; provided that the Operating Principal shall take all necessary action to ensure that such designee conducts and fulfills all of Operating Principal's obligations in accordance with the terms of this Agreement and Operating Principal shall remain fully responsible for such performance.

(3) Developer and the Controlling Principals understand that compliance by all developers and franchisees operating under the System with Franchisor's training, development and operational requirements is an essential and material element of the System and that Franchisor, its affiliates and developers and franchisees operating under the System consequently expend substantial time, effort and expense in training management personnel for the development and operation of their respective Restaurants. Accordingly, Developer and the Controlling Principals agree that if during the term of this Agreement, Developer or any Controlling Principal shall, without Franchisor's consent, designate or employ in a managerial position any individual who is at the time or was within the preceding ninety (90) days employed in a managerial position by Franchisor or any of its affiliates, including, but not limited to, individuals employed by Franchisor or its affiliates to work in company-owned Restaurants, or by any other developer or franchisee operating under the System, then such former employer of such individual shall be entitled to be compensated for the reasonable costs and expenses, of whatever nature or kind, incurred by such employer related to training such employee. The parties hereto agree that such expenditures may be uncertain and difficult to ascertain and, therefore, agree that the compensation specified herein reasonably represents such expenditures and is not a penalty. An amount equal to the compensation of such employee for the six (6) month period (or such shorter time, if applicable) immediately prior to the termination of his employment with such former employer shall be paid by Developer or the applicable Controlling Principal, as the case may be, prior to such individual assuming the managerial position, unless otherwise agreed with such former employer. In seeking any individual to serve in such managerial position, Developer and the Controlling Principals shall not discriminate in any manner whatsoever against any individual, to whom the provisions of this Section apply, on the basis of the compensation required to be paid hereunder if Developer or any Controlling Principal designates or employs such individual. The parties hereto expressly acknowledge and agree that

no current or former employee of Franchisor, its affiliates, Developer, or of any other entity operating under the System shall be a third party beneficiary of this Agreement or any provision hereof. Notwithstanding the above, solely for purposes of bringing an action to collect payments due under this Section, such former employer shall be a third party beneficiary of this Section VI.A(3). Franchisor expressly disclaims any representations and warranties regarding the performance of any employee or former employee of Franchisor, its affiliates or any developer or franchisee operating under the System, who is designated or employed by Developer or any Controlling Principal in any capacity, and Franchisor shall not be liable for any losses, of whatever nature or kind, incurred by Developer or any Controlling Principal in connection therewith.

(4) Developer shall comply with all requirements of federal, state and local laws, rules, regulations, and orders.

D. Developer shall comply with all other requirements and perform such other obligations as provided hereunder. Developer and the Controlling Principals acknowledge and agree that the representations and warranties set forth above are continuing obligations of Developer and the Controlling Principals, as applicable, and that any failure to comply with such representations, warranties and covenants shall constitute a material event of default under this Agreement. Developer shall fully cooperate with Franchisor in any efforts taken by Franchisor to verify Developer's compliance with such representations, warranties and covenants.

VII. DEFAULT AND TERMINATION

A. Developer shall be deemed to be materially in default under this Agreement and all rights granted herein shall automatically terminate without notice to Developer:

(1) if Developer becomes insolvent or makes a general assignment for the benefit of creditors or files a voluntary petition under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States or any state or admits in writing its inability to pay its debts when due; or

(2) if Developer is adjudicated bankrupt or insolvent in proceedings filed against Developer under any section or chapter of federal bankruptcy law or any similar law or statute of the United States or any state; or

(3) if a bill in equity or other proceeding for the appointment of a receiver of Developer or other custodian for Developer's business or assets is filed and consented to by Developer, or if a receiver or other custodian (permanent or temporary) of Developer's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or

(4) if proceedings for a composition with creditors under any state or federal law are instituted by or against Developer and such proceedings are not successfully challenged or otherwise dismissed within thirty (30) days after such filing; or

(5) if a final judgment against Developer remains unsatisfied or of record for sixty (60) days or longer (unless superseded bond is filed); or

(6) if Developer is voluntarily dissolved or if Developer is involuntarily dissolved, and such dissolution is not cured within five (5) days of Developer's actual or constructive knowledge of such dissolution; or

(7) if execution is levied against Developer's business or property; or

(8) if suit to foreclose any lien or mortgage against the premises or equipment of any business operated hereunder or under any Franchise Agreement is instituted and not dismissed within sixty (60) days unless such is being contested in good faith; or

(9) if the real or personal property of any business operated hereunder or under any Franchise Agreement shall be sold after levy by any sheriff, marshal or constable.

B. Developer shall be deemed to be materially in default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Developer any opportunity to cure the default except as provided below, effective immediately upon written notice to Developer, upon the occurrence of any of the following events of default:

(1) If Developer fails to meet its obligations under the Development Schedule;

(2) If Developer fails to execute each Franchise Agreement in accordance with Section III.A (or any extension thereof approved by Franchisor in writing);

(3) If Developer or any of the Controlling Principals is convicted of, or shall have entered a plea of nolo contendere to, a felony, a crime involving moral turpitude or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith or Franchisor's interests therein;

(4) If a threat or danger to public health or safety results from the construction, maintenance or operation of any Restaurant developed under this Agreement, following twenty-four (24) hours' notice from Franchisor;

(5) If Developer fails to designate a qualified replacement Operating Principal or designee appointed by Operating Principal within thirty (30) days after any initial or successor Operating Principal or designee ceases to serve as such, all as required under Section VI.A(2)(e);

(6) If Developer or any of the Controlling Principals breaches in any material respect any of the representations, warranties and covenants in Section VI.A;

(7) If Developer or any of the Controlling Principals transfers or attempts to transfer any rights or obligations under this Agreement or any interest in Developer to any third party without Franchisor's prior written consent or without offering Franchisor a right of first refusal with respect to such transfer, contrary to the terms of Section VIII;

(8) If Developer or any of the Controlling Principals fails to comply with the covenants in Section IX.A, IX.B(1) or IX.C or if Developer fails to obtain the execution of the covenants required under Section IX.B(2) or IX.I within thirty (30) days following Franchisor's request that Developer obtain the execution of such covenants, provided, however, no such breach shall exist if, within said thirty (30) days period, Developer has commenced reasonable efforts to cure such breach and continues to reasonably prosecute such cure;

(9) If an approved transfer upon death or permanent disability is not effected within the time period and in the manner prescribed by Section VIII.E;

(10) If Developer misuses or makes any unauthorized use of the Marks or otherwise materially impairs the goodwill associated therewith or with the System or Franchisor's rights therein and does not cure such default within twenty-four (24) hours following notice from Franchisor;

(11) If Developer or any of its affiliates fails, refuses or neglects promptly to pay when due any monetary obligation owing to Franchisor, or any of its affiliates or vendors, under this Agreement, any Franchise Agreement or any other agreement and does not cure such default within five (5) days following notice from Franchisor (or such other cure period specified in such other agreement, unless no cure period is stated or such period is less than five (5) days, in which case the five (5) day cure period shall apply); and

(12) If Developer or any Controlling Principal (or any person or entity affiliated with or controlled by Developer or any Controlling Principal) is determined by Franchisor to be either (i) repeatedly in default for failure to comply with the requirements of any Franchise Agreement, other development agreement, or other agreement to which Franchisor (or an affiliate of Franchisor) is a party (collectively, and as each may be amended from time to time, “**Other Agreements**”), whether or not such defaults are of the same or different nature and whether or not such defaults have been cured after notice by Franchisor, or (ii) in material default for failure to substantially comply with the requirements of any Other Agreement, Franchisor may terminate this Agreement by giving written notice of termination stating the nature of such default to Developer at least thirty (30) days prior to the effective date of such termination.

C. Except as provided above in Section VII.B above, if Developer fails to comply with any other term or condition imposed by this Agreement, Franchisor may terminate this Agreement only by giving written notice of termination stating the nature of such default to Developer at least thirty (30) days prior to the effective date of termination; *provided, however*, that Developer may avoid termination by immediately initiating a remedy to cure such default and curing it to Franchisor’s reasonable satisfaction within the thirty (30) day period and by promptly providing proof thereof to Franchisor. If any such default is not cured within the specified time, or such longer period as applicable law may require, subject to Section VII.D, Developer’s rights under this Agreement shall terminate without further notice to Developer effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require.

D. Upon default by Developer under Section VII.B or C, Franchisor may elect, in lieu of termination, to reduce or eliminate all or only certain rights of Developer under this Agreement (including, without limitation, a reduction of the area of territorial rights and/or the number of Restaurants which Developer may establish under the Development Schedule); and if Franchisor exercises said election, Franchisor shall not have waived its right to, in the case of future defaults, exercise all other rights and invoke all other provisions (including, without limitation, its option to terminate this Agreement) that are provided in law and/or set out under this Agreement.

E. Upon termination or expiration of this Agreement, Developer shall have no right to establish or operate any Restaurants for which a Franchise Agreement has not been executed by Franchisor at the time of termination. Thereafter, Franchisor and its affiliates shall be entitled to establish, and to license others to establish, Restaurants in the Territory (except as may be otherwise provided under any Franchise Agreement that has been executed between Franchisor and Developer). Developer acknowledges the right of Franchisor under Section II.A of this Agreement to retain any and all fees paid by Developer pursuant to the terms hereof.

F. No default under this Agreement shall constitute a default under any Franchise Agreement between the parties hereto, unless the default is also a default under the terms of such Franchise Agreement.

G. No right or remedy herein conferred upon or reserved to Franchisor is exclusive of any other right or remedy provided or permitted by law or in equity.

H. Upon termination or expiration of this Agreement, Developer and the Controlling Principals shall comply with the restrictions on confidential information contained in Section IX.B and the covenants against competition contained in Section IX.D. Any other person required to execute similar covenants pursuant to Section IX.B(2) or IX.I shall also comply with such covenants.

VIII. TRANSFER OF INTEREST

A. (1) Franchisor shall have the right, without the need for Developer's consent, to assign, transfer or sell its rights under this Agreement to any person or other legal entity. Upon such assignment and assumption, Franchisor shall be under no further obligation hereunder, except for accrued liabilities, if any. Developer further agrees and affirms that Franchisor may go public; may engage in a private placement of some or all of its securities; may merge, acquire other corporations, or be acquired by another corporation; and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring (collectively, and in each instance, a "**Permitted Transaction**"). With regard to any Permitted Transaction, Developer expressly waives any claims, demands or damages arising in connection therewith or related thereto including, without limitation, claims involving the loss of the Marks (or any variation thereof) and System and/or the loss of association with or identification of Five Guys Franchisor, LLC as Franchisor under this Agreement or any Other Agreement.

(2) Developer agrees that Franchisor has the right, now and in the future, to engage in a Permitted Transaction involving an existing competitive or non-competitive franchise network, chain or any other business (in each instance, an "**Other Business**") regardless of the location of such Other Business' facilities, and to operate, franchise or license those businesses and/or facilities as FIVE GUYS® Restaurants following the closing of such Permitted Transaction in any location; *provided, however*, Franchisor represents that it shall not convert any Other Business facility into a FIVE GUYS® Restaurant if such facility is located within the Territory during the term of this Agreement, or within unreasonably close proximity to any Restaurant then-currently operated by Developer or any of its affiliates.

(3) If Franchisor assigns its rights in this Agreement, nothing herein shall be deemed to require Franchisor to remain in the restaurant business or to offer or sell any products or services to Developer.

B. (1) Developer understands and acknowledges that the rights and duties set forth in this Agreement are personal to Developer, and that Franchisor has granted rights under this Agreement in reliance on the business skill, financial capacity and personal character of Developer and the Controlling Principals. Accordingly, neither Developer nor any Controlling Principal, nor any successor or assign of Developer or any Controlling Principal, shall sell, assign (including but not limited to by operation of law, such as an assignment under bankruptcy or insolvency laws, in connection with a merger, divorce or otherwise), transfer, convey, give away, pledge, mortgage or otherwise encumber any direct or indirect interest in this Agreement or in Developer or in any Controlling Principal that is an entity, in each case without the prior written consent of Franchisor. Any purported assignment or transfer, by operation of law or otherwise, made in violation of this Agreement shall be null and void and shall constitute a material event of default under this Agreement.

(2) Subject to the requirements of Section VIII.D hereof, if Developer wishes to transfer all or part of its interest in this Agreement or if Developer or a Controlling Principal wishes to transfer any ownership interest in Developer or in a Controlling Principal that is an entity, then in each such case, the transferor and the proposed transferee shall apply to Franchisor for its consent. Franchisor shall not unreasonably withhold its consent to such a transfer; *provided, however*, Franchisor may, in its sole discretion, require any or all of the following as conditions of its approval to any such transfer:

(a) All the accrued monetary obligations of Developer and its affiliates and all other outstanding obligations to Franchisor and its affiliates arising under this Agreement, any Franchise Agreement or other related agreement shall have been satisfied in a timely manner and Developer shall have satisfied all trade accounts and other debts, of whatever nature or kind, in a timely manner;

(b) Developer and its affiliates are not in material default of any provision of this Agreement or any Other Agreement at the time of transfer (and Developer shall have substantially and timely complied with all the terms and conditions of such agreements during the terms thereof);

(c) The transferee, transferor, and their respective principals, as applicable, and shall have executed a general release, in a form reasonably satisfactory to Franchisor, of any and all prior claims against Franchisor and its affiliates, officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, in their corporate and individual capacities, including, without limitation, prior claims arising under or related to this Agreement, any Franchise Agreement, and any Other Agreement signed in connection therewith and governed by federal, state or local laws, rules, regulations or orders;

(d) The transferee shall demonstrate to Franchisor's reasonable satisfaction that transferee meets the criteria considered by Franchisor when reviewing a prospective developer's application for development rights, including, but not limited to, Franchisor's educational, managerial and business standards, transferee's good moral character, business reputation and credit rating, transferee's aptitude and ability to conduct the business contemplated hereunder (as may be evidenced by prior related business experience or otherwise), transferee's financial resources and capital for operation of the business, and the geographic proximity of other territories with respect to which transferee has been granted development rights or of other Restaurants operated by transferee, if any;

(e) The transferee shall execute a Development Agreement having material terms (including, without limitation, terms regarding the fees, development territory, and development schedule) substantially similar in all material respects to this Agreement, together with such other ancillary agreements substantially similar to the forms attached hereto (and if the transferee is a corporation or partnership, transferee's shareholders, partners, or other investors, as applicable, shall also execute such agreements as transferee's principals, and guarantee the performance of all such obligations, covenants and agreements);

(f) The transferor shall remain liable for all of the obligations to Franchisor in connection with this Agreement incurred prior to the effective date of the transfer and shall execute any and all instruments reasonably requested by Franchisor to evidence such liability;

(g) Developer shall pay a transfer fee of Five Thousand Dollars (\$5,000), to reimburse Franchisor for its reasonable internal and external costs and expenses associated with reviewing the application to transfer including, without limitation, legal and accounting fees; and

(h) If transferee is a corporation, or limited liability company, or a partnership, transferee shall provide to Franchisor evidence satisfactory to Franchisor that the terms of Section V.A have been satisfied and are true and correct on the date of transfer.

(3) Developer acknowledges and agrees that each condition which must be met by the transferee is reasonable and necessary to ensure such transferee's full performance of the obligations hereunder.

C. In the event the proposed transfer is from one or more individuals to a corporation or limited liability company formed solely for the convenience of ownership, Franchisor's consent may be conditioned upon any of the requirements in Section VIII.B(2); *provided, however*, the requirements in Sections VIII.B(2)(c), (d), (e) and (g) shall not apply so long as the individuals who originally signed this Agreement remain as the owner(s) of all of the capital stock of such entity.

D. If Developer wishes to transfer any or all of its interest in this Agreement or if a Controlling Principal wishes to transfer a controlling ownership interest in Developer (in either instance, such transferring party being referred to as the "**Seller**"), then such Seller shall first notify Franchisor in writing of each such intent (the "**Offer**"), and shall provide such information and documentation relating to the Offer as Franchisor may require. Franchisor shall have the right and option, exercisable within thirty (30) days after receipt of such written Offer and copies of all documentation required by Franchisor, to send written notice to the Seller that Franchisor intends to purchase the Seller's interest on the terms and conditions stipulated in the written Offer. In the event that Franchisor elects to purchase the Seller's interest, closing on such purchase must occur within the latter of (a) thirty (30) days from the date of notice to the Seller of the election to purchase by Franchisor, (b) thirty (30) days from the date Franchisor receives or obtains all necessary documentation, permits and approvals, or (c) such other date as the parties agree upon in writing.

If Franchisor rejects or otherwise fails to accept the Offer, then Seller shall be free to transfer its interest in the Developer or this Agreement, as applicable, upon the identical terms and conditions offered to Franchisor in the Offer ("**Third Party Offer**"), subject to the requirements set forth in Section VIII. of this Agreement. The closing of any transaction involving a Third Party Offer shall be consummated no later than one hundred and eighty (180) days after the date on which the written Offer was first delivered to Franchisor. In the event a transaction involving a Third Party Offer is not closed within the foregoing time period, the proposed sale shall again be subject to Franchisor's right of first offer as described herein, unless such subsequent right is waived by Franchisor in writing. Any material change in the terms of any Third Party Offer prior to closing shall constitute a new Offer to Franchisor, and shall be subject to the same right of first offer restrictions set forth above. Failure or refusal of Franchisor to exercise the option afforded by this Section VIII.D shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section VIII. relating to a proposed transfer. Failure of Developer or a Controlling Principal to comply with the provisions of this Section VIII.D prior to the transfer of any interest in this Agreement or a controlling interest in Developer shall constitute a material event of default under this Agreement. Franchisor shall be entitled to assign any and all of its options in this Section to any other party, without the consent of Developer.

E. (1) Upon the death of Developer (if Developer is a natural person) or any Controlling Principal who has an interest in this Agreement or Developer (the "**Deceased**"), the executor, administrator or other personal representative of the Deceased shall transfer the Deceased's interest to either the beneficiary named in the Deceased's will or, if no such beneficiary has been designated, to the deceased's spouse, heirs, or other blood relatives through operation of law; *provided, however*, any such transferee(s) must be approved by Franchisor. If Franchisor, in its sole and absolute discretion, disapproves of such transferee(s), then such transferee(s) shall transfer the Deceased's interest to a third party transferee approved by Franchisor within twelve (12) months after the Deceased's death. If no personal representative is designated or appointed or no probate proceedings are instituted with respect to the estate of the Deceased, then the distributee of such interest must be approved by Franchisor, which approval may not be unreasonably withheld or delayed. If the distributee is not approved by Franchisor, then the distributee shall transfer such interest to a third party approved by Franchisor within twelve (12) months after the death of the Deceased.

(2) Upon the permanent disability of Developer (if Developer is a natural person) or any Controlling Principal who has an interest in this Agreement or Developer, Franchisor may, in its

reasonable discretion, require such interest to be transferred to a third party approved by Franchisor within six (6) months after notice to Developer. “**Permanent disability**” shall mean any physical, emotional or mental injury, illness or incapacity which would prevent a person from performing the obligations set forth in this Agreement or in the guaranty made part of this Agreement for at least ninety (90) consecutive days and from which condition recovery within ninety (90) days from the date of determination of disability is unlikely. Permanent disability shall be determined upon examination of the person by a licensed practicing physician approved by Franchisor; or if the person refuses to submit to an examination, then such person shall be automatically deemed permanently disabled as of the date of such refusal for the purpose of this Section VIII.E. The costs of any examination required by this Section shall be paid by Franchisor. For purposes of clarification, Developer (or its authorized representative) shall have the right to select the licensed physician for such examination. Franchisor only reserves the right to approve of the physician selected as Franchisor shall be paying the costs. Franchisor’s approval of a physician Developer (or its authorized representative) selects shall not be unreasonably withheld, delayed, or conditioned. Franchisor’s review and approval process of the selected physician shall primarily include (i) whether the physician is in fact licensed to practice and is in good standing, and (ii) whether the costs charged by the physician are commensurate with the costs typically charged by other physicians in his/her field.

(3) Upon the death or certification of permanent disability of Developer or any Controlling Principal, Developer or a representative of Developer must promptly notify Franchisor of such death or claim of permanent disability. Any transfer upon death or certification of permanent disability shall be subject to the same terms and conditions as described in this Section VIII for any inter vivos transfer. If an interest is not transferred upon death or permanent disability as required in this Section VIII.E, then such failure shall constitute a material event of default under this Agreement.

F. Franchisor’s consent to a transfer of any interest in Developer or in this Agreement described herein shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Franchisor’s right to demand material compliance with any of the terms of this Agreement by the transferee.

G. Securities of or partnership interests in Developer may be offered to the public, by private offering or otherwise, only with the prior written consent of Franchisor, which consent shall not be unreasonably withheld. As a condition of its approval to such offering, Franchisor may, in its sole discretion, require that immediately after such offering that Developer and the Controlling Principals retain a Controlling Interest in Developer. For the purpose of this Agreement, “**Controlling Interest**” shall mean: (a) if Developer is a corporation, that the Controlling Principals, either individually or cumulatively, (i) directly or indirectly own at least fifty-one percent (51%) of the shares of each class of Developer’s issued and outstanding capital stock and (ii) be entitled, under its governing documents and under any agreements among the shareholders, to cast a sufficient number of votes to require such corporation to take or omit to take any action which such corporation is required to take or omit to take under this Agreement, or (b) if Developer is a partnership, that the Controlling Principals (i) own at least a fifty-one percent (51%) interest in the operating profits and operating losses of the partnership as well as at least a fifty-one percent (51%) ownership interest in the partnership (and at least a fifty-one percent (51%) interest in the shares of each class of capital stock of any corporate general partner) and (ii) be entitled under its partnership agreement or applicable law to act on behalf of the partnership without the approval or consent of any other partner or be able to cast a sufficient number of votes to require the partnership to take or omit to take any action which the partnership is required to take or omit to take under this Agreement.

H. All materials required for such public offering by federal or state law shall be submitted to Franchisor for a limited review as discussed below prior to being filed with any governmental agency; and any materials (including any private placement memoranda) to be used in any exempt offering or

private placement shall be submitted to Franchisor for such review prior to their use. No offering by Developer (public or private) shall imply (by use of the Marks or otherwise) that Franchisor is participating in an underwriting, issuance or offering of Developer's or Franchisor's securities or the securities of any affiliate of Franchisor; and Franchisor's review of any offering materials shall be limited solely to the subject of the relationship between Developer and Franchisor and its affiliates. Franchisor may, at its option, require Developer's offering materials to contain a written statement prescribed by Franchisor concerning the limitations described in the preceding sentence. Developer, its Controlling Principals and the other participants in the offering must fully indemnify Franchisor and its affiliates, their respective partners, and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, in connection with the offering. For each proposed public or private offering, Developer shall pay to Franchisor a non-refundable fee of Five Thousand Dollars (\$5,000), to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering materials, including, without limitation, legal and accounting fees. Developer shall give Franchisor written notice at least thirty (30) days prior to the date of commencement of any offering or other transaction covered by this Section.

I. Notwithstanding the provisions of this Section VIII, to the contrary, the Controlling Principals may freely transfer their ownership interests in Developer among themselves and the Franchisor's right of first offer described in Section VIII.D shall be inapplicable with respect to such transfers so long as prior written notification and identification of the transferees is timely given to the Franchisor. In addition, the Controlling Principals may transfer their interests to their respective family members (or trusts created for the benefit of such family members) for estate planning purposes with Franchisor's prior written consent (which consent shall not be unreasonably withheld).

IX. COVENANTS

A. Developer and the Operating Principal covenant that during the term of this Agreement, except as otherwise approved in writing by Franchisor, Developer and the Operating Principal (and the approved designee for Operating Principal) shall devote reasonably sufficient (as determined in the sole discretion of Franchisor) time, energy and best efforts to the management and operation of the development activities contemplated under this Agreement.

B. Developer and each of the Controlling Principals shall not, during the term of this Agreement and thereafter, communicate or divulge to, or use for the benefit of, any other person, persons, partnership, association or corporation and, following the termination or expiration of this Agreement, shall not use for their own benefit, any confidential information, knowledge, know-how or recipes concerning the methods of development and operation of the Restaurants which may be communicated to Developer or any of the Controlling Principals or of which they may be apprised under this Agreement, except in connection with the operation of Restaurants operating under Franchisor's Franchise Agreements. Developer and each of the Controlling Principals shall disclose such confidential information only to the Controlling Principals and Developer's personnel who must have access to it in connection with their employment with Developer. Any and all information, knowledge, know-how, techniques and any materials used in or related to the System which Franchisor provides to Developer in connection with this Agreement shall be deemed confidential for the purposes of this Agreement. Neither Developer nor the Controlling Principals shall at any time, without Franchisor's prior written consent, copy, duplicate, record or otherwise reproduce such materials or information, in whole or in part, nor otherwise make the same available to any unauthorized person. The covenant in this Section shall survive the expiration, termination or transfer of this Agreement or any interest herein and shall be perpetually binding upon Developer and each of the Controlling Principals.

C. Developer and the Controlling Principals specifically acknowledge that, pursuant to this Agreement, Developer and the Controlling Principals shall receive valuable training, trade secrets

and confidential information which are beyond the present skills and experience of Developer and the Controlling Principals and Developer's managers and employees and that Developer has the right and the obligation, arising from this Agreement, to develop the Territory for the benefit of the System. Developer and the Controlling Principals acknowledge that such specialized training, trade secrets and confidential information provide a competitive advantage and shall be valuable to them in the development and operation of the Restaurants and that gaining access to such specialized training, trade secrets and confidential information is, therefore, a primary reason for entering into this Agreement. In consideration for such specialized training, trade secrets, confidential information and rights, Developer and the Controlling Principals covenant that with respect to Developer, during the term of this Agreement (or with respect to each of the Controlling Principals, during the term of this Agreement for so long as such individual or entity satisfies the definition of "Controlling Principals" as described in Section XIV.E of this Agreement) except as otherwise approved in writing by Franchisor, which approval shall not be unreasonably withheld or delayed, neither Developer nor any of the Controlling Principals shall, either directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person(s), partnership or corporation:

(1) Divert, or attempt to divert, any business or customer of the business described hereunder 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 Marks and the System.

(2) Own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist, or make loans to any restaurant brand that specializes in the service of primarily (individually or collectively) hamburgers, hotdogs or french fries - or related iterations thereof (e.g., cheeseburgers) - and has locations operating in the United States or any other country, province, or geographic area in which the Marks have either been registered or where Franchisor and/or its affiliate have sought registration of the Marks (any such restaurant brand, a "**Competing Restaurant**"). For purposes of clarification, any restaurant brand that derives, or shall reasonably derive, twenty five percent (25%) or less of its annual revenue from the collective sale of hamburgers, hotdogs and french fries (including related iterations thereof (e.g., cheeseburgers)) shall not be deemed a Competing Restaurant. Additionally, so long as Developer and the Controlling Principals adhere to the confidentiality restrictions set forth in this Agreement and in each of the Other Agreements, the restrictions contained in this Section IX.C.(2) shall also not apply to any Competing Restaurant owned and operated by entities in which Developer or a Controlling Principal owns only a nominal (i.e., ten percent (10%) or less), passive, and non-voting equity interest.

D. With respect to Developer, and for a continuous uninterrupted period commencing upon the expiration or termination of, or transfer of all of Developer's interest in, this Agreement (or with respect to each of the Controlling Principals, commencing upon the earlier of: (i) the expiration, termination of, or transfer of all of Developer's interest in this Agreement or (ii) the time such individual or entity ceases to satisfy the definition of "Controlling Principals" as described in Section XIV.E of this Agreement), and continuing for two (2) years thereafter, except as otherwise approved in writing by Franchisor, neither Developer nor any of the Controlling Principals shall, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person(s), partnership or corporation:

(1) Divert, or attempt to divert, any business or customer of the business described hereunder 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 Marks and the System.

(2) Employ, or seek to employ, any person who is at that time or was within the preceding ninety (90) days employed by Franchisor, or any of its affiliates, or by any other developer or franchisee of Franchisor, or otherwise directly or indirectly induce such person to leave that person's

employment; *provided, however*, that Developer may employ such person in a managerial position with respect to Developer's operation of a Restaurant pursuant to the terms of an existing Franchise Agreement applicable to such Restaurant.

(3) Own, maintain, operate, engage in or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to, any Competing Restaurant, which business is, or is intended to be, located within the Territory or within a twenty-five (25) mile radius of the location of any Restaurant in existence or under construction at any given time during such period. So long as Developer and the Controlling Principals adhere to the confidentiality restrictions set forth in this Agreement and in each of the Other Agreements, the restrictions contained in this Section IX.D(3) shall also not apply to any Competing Restaurant owned and operated by entities in which Developer or a Controlling Principal owns only a nominal (i.e., ten percent (10%) or less), passive, and non-voting equity interest.

E. Developer agrees that the time periods contained in this Section IX will be tolled for any period during which Developer or any Controlling Principal is in breach of the covenants and any other period during which Franchisor seeks to enforce this Agreement. The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor. The parties agree that each of the above 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 IX is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Developer and the Controlling Principals expressly agree 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.

F. Developer and the Controlling Principals understand and acknowledge that Franchisor shall have the right, in its reasonable discretion, to reduce the scope of any covenant set forth in Section IX.B, or any portion thereof, without their consent, effective immediately upon notice to Developer; and Developer and the Controlling Principals agree that they shall immediately comply with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section XV.A.

G. Developer and the Controlling Principals expressly agree that the existence of any claims they may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section IX. Developer and the Controlling Principals agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor in connection with the successful enforcement of this Section.

H. Failure to comply with the requirements of this Section shall constitute a material event of default under this Agreement. Developer and the Controlling Principals acknowledge that a violation of this Section would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Developer and the Controlling Principals accordingly consent to the issuance of an injunction prohibiting any conduct by Developer or the Controlling Principals in violation of the terms of this Section. Developer and the Controlling Principals agree to pay all court costs and reasonable legal fees incurred by Franchisor in obtaining specific performance, injunctive relief or any other remedy available to Franchisor for any violation of the requirements of this Section.

X. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

A. The parties acknowledge and agree that this Agreement does not create a fiduciary relationship between them, that Developer shall be an independent contractor and that nothing in this

Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, joint employer or servant of the other for any purpose.

B. During the term of this Agreement, Developer shall hold itself out to the public as an independent contractor conducting its development operations pursuant to development rights granted by Franchisor. Developer agrees to take such action as shall be necessary to that end, including, without limitation, exhibiting a notice of that fact in a conspicuous place in any Restaurant established under any Franchise Agreement for the purposes hereunder, the content and form of which Franchisor reserves the right to specify in writing.

C. Developer understands and agrees that nothing in this Agreement authorizes Developer or any of the Controlling Principals to make any contract, agreement, warranty or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name and that Franchisor shall in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action, or for any act or omission of Developer or any of the Controlling Principals or any claim or judgment arising therefrom.

D. (1) Developer and each of the Controlling Principals shall, at all times, indemnify and hold harmless to the fullest extent permitted by law Franchisor and its affiliates, successors and assigns, their respective partners and affiliates, and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them ("**Indemnitees**") from all "losses and expenses" (as defined in Section X.D(4)(b) below) incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal), or any settlement thereof (whether or not a formal proceeding or action has been instituted) which arises out of or is based upon any of the following:

(a) The infringement, alleged infringement, or any other violation or alleged violation by Developer or any of the Controlling Principals of any patent, mark, copyright or other proprietary right owned or controlled by third parties (except as such may occur with respect to any rights to use the Marks, any copyrights or other proprietary information granted to Developer under an Franchise Agreement);

(b) The violation, breach or asserted violation or breach by Developer or any of the Controlling Principals of any federal, state or local law, regulation, ruling, standard or directive, or any industry standard;

(c) Libel, slander or any other form of defamation of Franchisor, the System, or any developer or franchisee under the System, by Developer or by any of the Controlling Principals;

(d) The violation or breach by Developer or by any of the Controlling Principals of any warranty, representation, agreement or obligation in this Agreement or in any Franchise Agreement or other agreement between Developer or any of its affiliates and Franchisor or any of its affiliates, their respective partners, or the officers, directors, shareholders, partners, agents, representatives, independent contractors and employees of any of them; and

(e) Acts, errors or omissions of Developer, any of Developer's affiliates and any of the Controlling Principals and the officers, directors, shareholders, partners, agents, independent contractors, servants, employees and representatives of Developer and its affiliates in connection with the performance of the development activities contemplated under this Agreement or the establishment and operation of any Restaurant pursuant to an Franchise Agreement.

(2) Developer and each of the Controlling Principals agree to give Franchisor immediate notice of any such action, suit, proceeding, claim, demand, inquiry or investigation. At the expense and risk of Developer and each of the Controlling Principals, Franchisor may elect to control (but under no circumstance is obligated to undertake), and associate counsel of its own choosing with respect to, the defense and/or settlement of any such action, suit, proceeding, claim, demand, inquiry or investigation. Such an undertaking by Franchisor shall, in no manner or form, diminish the obligation of Developer and each of the Controlling Principals to indemnify the Indemnitees and to hold them harmless.

(3) In order to protect persons or property or its reputation or goodwill, or the reputation or goodwill of others, Franchisor may, upon written notice to and written consent from the Developer (which consent shall not be unreasonably withheld, delayed, or conditioned), consent or agree to settlements or take such other remedial or corrective action as it deems expedient with respect to the action, suit, proceeding, claim, demand, inquiry or investigation if, in Franchisor's reasonable judgment, there are reasonable grounds to believe that:

(a) any of the acts or circumstances enumerated in Section X.D(1) above has occurred; or

(b) any act, error or omission as described in Section X.D(1)(e) may result directly or indirectly in damage, injury or harm to any person or any property.

(4) (a) All losses and expenses incurred under this Section X, shall be chargeable to and paid by Developer or any of the Controlling Principals pursuant to its obligations of indemnity under this Section, regardless of any action, activity or defense undertaken by Franchisor or the subsequent success or failure of such action, activity or defense.

(b) As used in this Section X, the phrase "**losses and expenses**" shall include, without limitation, all losses, compensatory, exemplary or punitive damages, fines, charges, costs, expenses, legal fees, court costs, settlement amounts, judgments, compensation for damages to Franchisor's reputation and goodwill, costs of or resulting from delays, financing, costs of advertising material and media time/space and costs of changing, substituting or replacing the same, and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

(5) The Developer and each of the Controlling Principals shall hold harmless and indemnify the Indemnitees for all losses and expenses which may arise out of any acts, errors or omissions of Developer, the Controlling Principals, Developer's affiliates, the officers, directors, shareholders, partners, agents, representatives, independent contractors and employees of Developer and its affiliates and any such third parties unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused by an Indemnitees' negligence or willful misconduct in a ruling issued by a third party arbitrator or a court with competent jurisdiction pursuant to the procedures set forth in Section XV.B of this Agreement. For purposes of clarification, any finding by a third party arbitrator or a court with competent jurisdiction that the cause of causes of any of such liability is jointly or partly due to the negligence of both an Indemnitee, on one hand, as well as the Developer (or any affiliate) or any Controlling Principal, on the other hand, shall not relieve the Developer and/or any Controlling Principal from the pro rata share of their indemnification obligations as contemplated herein.

(6) Under no circumstances shall the Indemnitees be required or obligated to seek recovery from third parties or otherwise mitigate their losses to maintain a claim against Developer or any of the Controlling Principals. Developer and each of the Controlling Principals agree that the failure to

pursue such recovery or mitigate loss shall in no way reduce the amounts recoverable from Developer or any of the Controlling Principals by the Indemnitees.

(7) For purposes of clarification, the maximum financial liability to Franchisor for any payment default by Developer or any Controlling Principal under this Agreement or any related guaranty shall be limited to One Hundred Thousand Dollars (\$100,000) per Controlling Principal per Restaurant.

(8) Developer and the Controlling Principals expressly agree that the terms of this Section X.D shall survive the termination, expiration or transfer of this Agreement or any interest herein.

XI. APPROVALS

A. Whenever this Agreement requires the prior approval or consent of Franchisor, Developer shall make a timely written request to Franchisor and such approval or consent shall be obtained in writing.

B. By providing any waiver, approval, advice, consent or suggestion to Developer in connection with this Agreement (or by reason of any neglect, delay or denial of any request therefore), Franchisor makes no warranties or guarantees upon which Developer may rely and assumes no liability or obligation to Developer or any third party to which it would not otherwise be subject.

XII. NON-WAIVER AND REMEDIES

A. No delay, waiver, omission or forbearance on the part of Franchisor to exercise any right, option, duty or power arising out of any breach or default by Developer or the Controlling Principals under this Agreement shall constitute a waiver by Franchisor to enforce any such right, option, duty or power against Developer or the Controlling Principals, or as to a subsequent breach or default by Developer or the Controlling Principals. Acceptance by Franchisor of any payments due to it hereunder subsequent to the time at which such payments are due shall not be deemed to be a waiver by Franchisor of any preceding breach by Developer or the Controlling Principals of any terms, provisions, covenants or conditions of this Agreement.

B. All rights and remedies of the parties to this Agreement shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for herein or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between Developer or any of its affiliates and Franchisor or any of its affiliates. The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one or more uses thereof and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration, earlier termination or exercise of Franchisor's rights pursuant to Section VII. of this Agreement shall not discharge or release Developer or any of the Controlling Principals from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement. Additionally, the non-prevailing party shall pay all court costs and reasonable attorneys' fees incurred by the prevailing party in obtaining any remedy available for any violation of this Agreement.

XIII. NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by expedited delivery service or certified or registered mail, return receipt

requested, first-class postage prepaid, or sent by electronic mail to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor: Five Guys Franchisor, LLC
10718 Richmond Highway
Lorton, Virginia 22079
Attention: Legal Department
Email: franchise@fiveguys.com

With a copy to: Gray Plant Mooty
The Watergate – Suite 700
600 New Hampshire Avenue, NW
Washington, D.C. 20037
Attention: Jan Gilbert, Esq.
Email: jan.gilbert@gpmlaw.com

Notices to Developer and
the Controlling Principals:

Attention: _____
Email: _____

Any notice shall be deemed to have been given at the time of personal delivery or, in the case of facsimile or electronic mail, upon transmission or, in the case of expedited delivery service or registered or certified mail, three (3) business days after the date and time of mailing. Business days for the purpose of this Agreement exclude Saturday, Sunday and the following national holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving and Christmas.

XIV. SEVERABILITY AND CONSTRUCTION; MISCELLANEOUS

A. Except as expressly provided to the contrary herein, each portion, section, part, term and provision of this Agreement shall be considered severable; and if, for any reason, any portion, section, part, term or provision is determined to be invalid and contrary to or in conflict with any existing or future law or regulation by a court or agency having valid jurisdiction, this shall not impair the operation of, or have any other effect upon, the other portions, sections, parts, terms or provisions of this Agreement that may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties; the invalid portions, sections, parts, terms or provisions shall be deemed not to be part of this Agreement; and there shall be automatically added such portion, section, part, term or provision as similar as possible to that which was severed which shall be valid and not contrary to or in conflict with any law or regulation.

B. 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 Developer and Franchisor, its officers, directors and personnel and such of Developer's and Franchisor's respective successors and assigns as may be contemplated (and, as to Developer, authorized by Section VIII.) any rights or remedies under or as a result of this Agreement.

C. All captions in this Agreement are intended solely for the convenience of the parties and shall not affect the meaning or construction of any provision of this Agreement.

D. All references to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable. Without limiting the obligations individually undertaken by the Controlling Principals under this Agreement, all acknowledgments, promises, covenants, agreements and obligations made or undertaken by Developer in this Agreement shall be deemed jointly and severally undertaken by all of the Controlling Principals.

E. The term “**Controlling Principals**” shall include, collectively and individually, (i) Developer’s spouse, if Developer is an individual, and (ii) all holders of ten percent (10%) or more of the total ownership interest in Developer or of any entity directly or indirectly controlling Developer, and (iii) any other person or entity controlling, controlled by or under common control with Developer. As used in this Section XIV.E, the terms “*control*” and “*controlling*” shall mean the power to influence the management decisions of the specified person and shall in any case be deemed to exist where such person holds ten percent (10%) or more of the total ownership interest in the Developer, serves on any board of directors or comparable body of the Developer, or acts as an officer, general partner or manager thereof. If Developer is operating as a legal entity as contemplated hereunder, the persons holding an interest in the capital stock of Developer shall each be listed on Attachment B.

F. This Agreement may be executed in counterparts and each copy so executed shall be deemed an original.

G. This Agreement shall not become effective until signed by the President, Chief Executive Officer, or Secretary of Franchisor.

H. Each reference in this Agreement to a corporation or partnership shall be deemed to also refer to a limited liability company and any other entity or organization similar thereto. Each reference to the organizational documents, equity owners, directors, and officers of a corporation in this Agreement shall be deemed to refer to the functional equivalents of such organizational documents, equity owners, directors, and officers, as applicable, in the case of a limited liability company or any other entity or organization similar thereto.

I. Notwithstanding anything in this Agreement to the contrary, Developer and its officers, directors, shareholders, agents and representatives, may, in accordance with any applicable law including the federal Defend Trade Secrets Act, disclose Confidential Information, including Franchisor’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.

XV. ENTIRE AGREEMENT; APPLICABLE LAW; MEDIATION; ARBITRATION; LITIGATION

A. This Agreement, the documents referred to herein and the attachments hereto constitute the entire, full and complete agreement between Franchisor and Developer and the Controlling Principals concerning the subject matter hereof and shall supersede all prior related agreements between Franchisor and Developer and the Controlling Principals; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made by Franchisor in the Disclosure Document that was furnished to Developer by Franchisor. Except for those permitted to be made unilaterally by Franchisor 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.

B. (1) EXCEPT AS PROVIDED IN THIS AGREEMENT, FRANCHISOR, DEVELOPER AND THE CONTROLLING PRINCIPALS AGREE THAT ANY CLAIM, CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING TO THE FRANCHISE, DEVELOPER'S DEVELOPMENT ACTIVITIES, ESTABLISHMENT OR OPERATION OF ANY RESTAURANT UNDER THIS AGREEMENT (AND ANY AMENDMENTS THERETO) INCLUDING, BUT NOT LIMITED TO, ANY CLAIM BY DEVELOPER, OR ANY OF THE CONTROLLING PRINCIPALS, OR PERSONS CLAIMING ON BEHALF OF DEVELOPER OR THE CONTROLLING PRINCIPALS, CONCERNING THE ENTRY INTO, THE PERFORMANCE UNDER OR THE TERMINATION OF THE AGREEMENT, OR ANY OTHER AGREEMENT BETWEEN FRANCHISOR, OR ITS AFFILIATES, AND DEVELOPER, ANY CLAIM AGAINST A PAST OR PRESENT OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF FRANCHISOR, INCLUDING THOSE OCCURRING SUBSEQUENT TO THE TERMINATION OF THIS AGREEMENT, THAT CANNOT BE AMICABLY SETTLED AMONG THE PARTIES OR THROUGH MEDIATION SHALL, EXCEPT AS SPECIFICALLY SET FORTH HEREIN AND IN SECTION XV.D, BE REFERRED TO ARBITRATION. THE ARBITRATION SHALL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AS AMENDED, EXCEPT THAT THE ARBITRATOR SHALL APPLY THE FEDERAL RULES OF EVIDENCE DURING THE CONDUCT OF THE HEARING SESSIONS WITH RESPECT TO THE ADMISSIBILITY OF EVIDENCE. IF SUCH RULES ARE IN ANY WAY CONTRARY TO OR IN CONFLICT WITH THIS AGREEMENT, THE TERMS OF THE AGREEMENT SHALL CONTROL. ONLY CLAIMS, CONTROVERSIES OR DISPUTES INVOLVING DEVELOPER AND THE CONTROLLING PRINCIPALS MAY BE BROUGHT HEREUNDER. NO CLAIM FOR OR ON BEHALF OF ANY OTHER DEVELOPER, FRANCHISEE OR SUPPLIER, OR CLASS, REPRESENTATIVE OR ASSOCIATION THEREOF, MAY BE BROUGHT BY DEVELOPER OR THE CONTROLLING PRINCIPALS HEREUNDER.

(2) THE PARTIES SHALL AGREE ON AN ARBITRATOR WITHIN FIFTEEN (15) DAYS OF THE FILING OF ARBITRATION. IF THE PARTIES CANNOT AGREE ON A SINGLE ARBITRATOR, FRANCHISOR AND DEVELOPER (OR CONTROLLING PRINCIPAL, AS APPLICABLE) SHALL EACH SELECT ONE (1) ARBITRATOR. IF THE PARTY UPON WHOM THE DEMAND FOR ARBITRATION IS SERVED FAILS TO SELECT AN ARBITRATOR WITHIN FIFTEEN (15) DAYS AFTER THE RECEIPT OF THE DEMAND FOR ARBITRATION, THEN THE ARBITRATOR SO DESIGNATED BY THE PARTY REQUESTING ARBITRATION SHALL ACT AS THE SOLE ARBITRATOR TO RESOLVE THE CONTROVERSY AT HAND. THE TWO ARBITRATORS DESIGNATED BY THE PARTIES SHALL SELECT A THIRD ARBITRATOR. IF THE TWO ARBITRATORS DESIGNATED BY THE PARTIES FAIL TO SELECT A THIRD ARBITRATOR WITHIN FIFTEEN (15) DAYS, THE THIRD ARBITRATOR SHALL BE SELECTED BY THE AMERICAN ARBITRATION ASSOCIATION OR ANY SUCCESSOR THERETO UPON APPLICATION BY EITHER PARTY. ALL OF THE ARBITRATORS SHALL BE EXPERIENCED IN THE ARBITRATION OF DISPUTES BETWEEN FRANCHISORS AND DEVELOPERS. THE ARBITRATION SHALL TAKE PLACE IN LORTON, VIRGINIA OR AT THE OFFICES OF THE AMERICAN ARBITRATION ASSOCIATION WHICH ARE NEAREST TO FRANCHISOR'S CORPORATE OFFICES. THE ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS, AND NOT AS PART OF A CONSOLIDATED, COMMON, OR CLASS ACTION, AND DEVELOPER AND ITS CONTROLLING PRINCIPALS WAIVE ANY AND ALL RIGHTS TO PROCEED ON A CONSOLIDATED, COMMON, OR CLASS BASIS. DEVELOPER AGREES NOT TO SEEK JOINDER OF ANY OF DEVELOPER'S CLAIMS WITH THOSE OF ANY OTHER PARTY. THE AWARD OF THE ARBITRATORS SHALL BE FINAL AND JUDGMENT UPON THE AWARD RENDERED IN ARBITRATION MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE COSTS AND EXPENSES OF ARBITRATION MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE ARBITRATORS SHALL BE REQUIRED TO SUBMIT WRITTEN FINDINGS OF FACT AND CONCLUSIONS OF LAW

WITHIN THIRTY (30) BUSINESS DAYS FOLLOWING THE FINAL HEARING SESSION OF THE ARBITRATION. THE ARBITRATION PROCEEDINGS AND ARBITRATION AWARD SHALL BE MAINTAINED BY THE PARTIES AS STRICTLY CONFIDENTIAL, EXCEPT AS IS OTHERWISE REQUIRED BY LAW OR COURT ORDER OR AS IS NECESSARY TO CONFIRM, VACATE OR ENFORCE THE AWARD AND FOR DISCLOSURE IN CONFIDENCE TO THE PARTIES' RESPECTIVE ATTORNEYS AND TAX ADVISORS. THE COSTS AND EXPENSES OF ARBITRATION, INCLUDING COMPENSATION AND EXPENSES OF THE ARBITRATORS, SHALL BE BORNE BY THE PARTIES AS THE ARBITRATORS DETERMINE.

(3) NOTWITHSTANDING THE ABOVE, THE FOLLOWING SHALL NOT BE SUBJECT TO ARBITRATION:

(i) DISPUTES AND CONTROVERSIES ARISING FROM THE SHERMAN ACT, THE CLAYTON ACT OR ANY OTHER FEDERAL OR STATE ANTITRUST LAW;

(ii) DISPUTES AND CONTROVERSIES BASED UPON OR ARISING UNDER THE LANHAM ACT, AS NOW OR HEREAFTER AMENDED, RELATING TO THE OWNERSHIP OR VALIDITY OF THE TRADEMARKS;

(iii) DISPUTES AND CONTROVERSIES RELATING TO ACTIONS TO OBTAIN POSSESSION OF THE PREMISES OF THE RESTAURANT UNDER LEASE OR SUBLEASE.

(4) IN PROCEEDING WITH ARBITRATION AND IN MAKING DETERMINATIONS HEREUNDER, THE ARBITRATORS SHALL NOT EXTEND, MODIFY OR SUSPEND ANY TERMS OF THIS AGREEMENT OR THE REASONABLE STANDARDS OF BUSINESS PERFORMANCE AND OPERATION ESTABLISHED BY FRANCHISOR IN GOOD FAITH. NOTICE OF OR REQUEST TO OR DEMAND FOR ARBITRATION SHALL NOT STAY, POSTPONE OR RESCIND THE EFFECTIVENESS OF ANY TERMINATION OF THIS AGREEMENT. THE ARBITRATORS SHALL APPLY VIRGINIA LAW AND THE TERMS OF THIS AGREEMENT IN REACHING THEIR DECISION.

C. WITH RESPECT TO ANY CLAIMS, CONTROVERSIES OR DISPUTES WHICH ARE NOT FINALLY RESOLVED THROUGH ARBITRATION AS OTHERWISE PROVIDED ABOVE, DEVELOPER AND THE CONTROLLING PRINCIPALS HEREBY IRREVOCABLY SUBMIT THEMSELVES TO THE JURISDICTION OF THE STATE COURTS OF FAIRFAX COUNTY, VIRGINIA AND THE FEDERAL DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA. DEVELOPER AND THE CONTROLLING PRINCIPALS HEREBY WAIVE ALL QUESTIONS OF PERSONAL JURISDICTION FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. DEVELOPER AND THE CONTROLLING PRINCIPALS HEREBY AGREE THAT SERVICE OF PROCESS MAY BE MADE UPON ANY OF THEM IN ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY VIRGINIA OR FEDERAL LAW. DEVELOPER AND THE CONTROLLING PRINCIPALS FURTHER AGREE THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE FAIRFAX COUNTY, VIRGINIA; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION (1) FOR MONIES OWED, (2) FOR INJUNCTIVE OR OTHER EXTRAORDINARY RELIEF, OR (3) INVOLVING POSSESSION OR DISPOSITION OF, OR OTHER RELIEF RELATING TO, REAL PROPERTY, FRANCHISOR MAY BRING SUCH ACTION IN ANY STATE OR FEDERAL DISTRICT COURT WHICH HAS JURISDICTION. WITH RESPECT TO ALL CLAIMS, CONTROVERSIES, DISPUTES OR ACTIONS RELATED TO THIS AGREEMENT OR THE

RELATIONSHIP CREATED THEREBY, THIS AGREEMENT AND ANY SUCH RELATED CLAIMS, CONTROVERSIES, DISPUTES OR ACTIONS SHALL BE GOVERNED, ENFORCED, AND INTERPRETED UNDER VIRGINIA LAW (EXCEPT FOR VIRGINIA CHOICE OF LAW RULES).

D. DEVELOPER, THE CONTROLLING PRINCIPALS AND FRANCHISOR ACKNOWLEDGE THAT THE PARTIES' AGREEMENT REGARDING APPLICABLE STATE LAW AND FORUM SET FORTH IN SECTIONS XV.C AND D. ABOVE PROVIDES EACH OF THE PARTIES WITH THE MUTUAL BENEFIT OF UNIFORM INTERPRETATION OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF THIS AGREEMENT OR THE PARTIES' RELATIONSHIP CREATED BY THIS AGREEMENT. EACH OF DEVELOPER, THE CONTROLLING PRINCIPALS AND FRANCHISOR FURTHER ACKNOWLEDGE THE RECEIPT AND SUFFICIENCY OF MUTUAL CONSIDERATION FOR SUCH BENEFIT AND THAT EACH PARTY'S AGREEMENT REGARDING APPLICABLE STATE LAW AND CHOICE OF FORUM HAVE BEEN NEGOTIATED FOR IN GOOD FAITH AND ARE PART OF THE BENEFIT OF THE BARGAIN REFLECTED BY THIS AGREEMENT.

E. DEVELOPER, THE CONTROLLING PRINCIPALS AND FRANCHISOR ACKNOWLEDGE THAT THE EXECUTION OF THIS AGREEMENT AND ACCEPTANCE OF THE TERMS BY THE PARTIES OCCURRED IN FAIRFAX COUNTY, VIRGINIA, AND FURTHER ACKNOWLEDGE THAT THE PERFORMANCE OF CERTAIN OBLIGATIONS OF DEVELOPER ARISING UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PAYMENT OF MONIES DUE HEREUNDER, SHALL OCCUR IN FAIRFAX COUNTY, VIRGINIA.

F. DEVELOPER, THE CONTROLLING PRINCIPALS, AND THE FRANCHISOR HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM OF ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) AGAINST THE OTHER PARTY, AND THEIR AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, AGENTS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, SERVANTS AND EMPLOYEES, IN THEIR CORPORATE AND INDIVIDUAL CAPACITIES, ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) AND AGREES THAT IN THE EVENT OF A DISPUTE, DEVELOPER AND THE PARTIES SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY EITHER. IF ANY OTHER TERM OF THIS AGREEMENT IS FOUND OR DETERMINED TO BE UNCONSCIONABLE OR UNENFORCEABLE FOR ANY REASON, THE FOREGOING PROVISIONS OF WAIVER BY AGREEMENT OF PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) SHALL CONTINUE IN FULL FORCE AND EFFECT.

XVI. ACKNOWLEDGMENTS

A. Developer acknowledges that it has conducted an independent investigation of the business venture contemplated by this Agreement and recognizes that the success of this business venture involves substantial business risks and shall largely depend upon the ability of Developer. Franchisor expressly disclaims making, and Developer acknowledges that it has not received or relied on, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement.

Initials _____

B. Developer acknowledges that Developer has received, read and understands this Agreement and the related attachments and agreements and that Franchisor has afforded Developer sufficient time and opportunity to consult with advisors selected by Developer about the potential benefits and risks of entering into this Agreement.

Initials _____

C. Developer acknowledges that it received the disclosure document required by the Trade Regulation Rule of the Federal Trade Commission entitled "Disclosure Requirements and Prohibitions Concerning Franchising" at least fourteen (14) calendar days prior to the date on which this Agreement was executed.

Initials _____

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

FRANCHISOR:

FIVE GUYS FRANCHISOR, LLC
a Delaware limited liability company

ATTEST:

By: _____

Print Name: _____

By: _____

Name: _____

Title: _____

Date Accepted: _____

(The "**Effective Date**")

DEVELOPER:

By: _____

Print Name: _____

By: _____

Name: _____

Title: _____

ATTACHMENT A

GUARANTY OF CONTROLLING PRINCIPALS

Each of the undersigned acknowledges and agrees as follows:

(1) Each has read the terms and conditions of the Development Agreement and acknowledges that the execution of this guaranty and the undertakings of the Controlling Principals in the Development Agreement are in partial consideration for, and a condition to, the granting of the development rights in the Development Agreement, and that Franchisor would not have granted such rights without the execution of this guaranty and such undertakings by each of the undersigned;

(2) Each is included in the term “Controlling Principals” as described in Section XIV.E of the Development Agreement;

(3) Each individually, jointly and severally, makes all of the covenants, representations, warranties and agreements of the Controlling Principals set forth in the Development Agreement and is obligated to perform thereunder; and

(4) Each individually, jointly and severally, unconditionally and irrevocably guarantees to Franchisor and its successors and assigns that all of Developer’s obligations under the Development Agreement shall be punctually paid and performed. Upon default by Developer or upon notice from Franchisor, each shall immediately make each payment and perform each obligation required of Developer under the Development Agreement. Without affecting the obligations of any of the Controlling Principals under this guaranty, Franchisor may, without notice to the Controlling Principals, waive, renew, extend, modify, amend or release any indebtedness or obligation of Developer or settle, adjust or compromise any claims that Franchisor may have against Developer. Each of the Controlling Principals waives all demands and notices of every kind with respect to the enforcement of this guaranty, including, without limitation, notice of presentment, demand for payment or performance by Developer, any default by Developer or any guarantor and any release of any guarantor or other security for this guaranty or the obligations of Developer. Franchisor may pursue its rights against any of the Controlling Principals without first exhausting its remedies against Developer and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy. Upon receipt by Franchisor of notice of the death of any of the Controlling Principals, the estate of the deceased shall be bound by the foregoing guaranty, but only for defaults and obligations under the Development Agreement existing at the time of death, and in such event, the obligations of the remaining Controlling Principals shall continue in full force and effect.

Additionally, with respect to the individual designated as Operating Principal, Operating Principal acknowledges that the undertakings by Operating Principal under this guaranty are made and given in partial consideration of, and as a condition to, Franchisor’s grant of rights to develop Restaurants as described herein; Operating Principal individually, jointly and severally, makes all of the covenants, representations and agreements of Developer and Operating Principal set forth in the Development Agreement and is obligated to perform hereunder.

[Signature Page Follows]

WITNESS:

By: _____

Print Name: _____

By: _____

Print Name: _____

By: _____

Print Name: _____

By: _____

Print Name: _____

CONTROLLING PRINCIPALS:

*Name: _____

Name: _____

Name: _____

Name: _____

* Denotes individual who is Developer's Operating Principal

ATTACHMENT B

STATEMENT OF OWNERSHIP INTERESTS AND DEVELOPER'S PRINCIPALS

A. The following is a list of stockholders, 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:

Name

Percentage of Ownership/Nature of Interest

ATTACHMENT C

**THE FIVE GUYS FRANCHISOR, LLC
DEVELOPMENT SCHEDULE**

The Agreement authorizes and obliges Developer to establish and operate _____ (____) FIVE GUYS® Restaurants pursuant to a Franchise Agreement for each Restaurant to be developed hereunder.

Fees Paid Upon Signing:

Upon the execution of the Development Agreement, Developer is paying _____ Dollars (\$_____); and such amount represents a territorial development fee of Fifty Thousand Dollars (\$50,000) for Restaurants located outside of Alaska, Hawaii and Puerto Rico and One Hundred Twenty-Five Thousand Dollars (\$125,000) for Restaurants located within such jurisdictions; times the _____ (____) Restaurants to be developed hereunder.

Development Schedule:

1. The first Restaurant is to be opened by _____, 20____;
2. The second Restaurant is to be opened by _____, 20____; and
3. The third Restaurant is to be opened by _____, 20____.

Territory:

The Territory referred to in Article I of the captioned agreement shall be:

IN WITNESS WHEREOF, each party undersigned hereby acknowledge having read this Attachment understands and consents to be bound by all of its terms, and agrees that it shall become effective the _____ day of _____ 20____.

Attest

(Developer)

By: _____

By: _____

Print Name: _____

Name: _____

Title: _____

FIVE GUYS FRANCHISOR, LLC

By: _____

By: _____

Print Name: _____

Name: _____

Title: _____

ATTACHMENT D
STATE SPECIFIC AMENDMENTS

**AMENDMENT TO FIVE GUYS FRANCHISOR, LLC
DEVELOPMENT AGREEMENT FOR THE STATE OF ALASKA**

The Five Guys Franchisor, LLC Development Agreement (the “Agreement”) between “Developer” or “You” and FIVE GUYS FRANCHISOR, LLC (“Franchisor”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

- a. Section II.A of the Development Agreement is amended to state that the Development Fee shall be Fifty Thousand Dollars (\$50,000) per Restaurant to be located outside of the State of Alaska, and One Hundred Twenty-Five Thousand Dollars (\$125,000) per Restaurant to be located in the State of Alaska.

**AMENDMENT TO FIVE GUYS FRANCHISOR, LLC
DEVELOPMENT AGREEMENT FOR THE STATE OF CALIFORNIA**

The Five Guys Franchisor, LLC Development Agreement (the “Agreement”) between “Developer” or “You” and FIVE GUYS FRANCHISOR, LLC (“Franchisor”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

CALIFORNIA LAW MODIFICATIONS

The California Department of Business Oversight requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORPORATIONS CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. California Business and Professions Code Sections 20000 through 20043 provide rights to You concerning nonrenewal, termination, or transfer of the Agreement. The Federal Bankruptcy Code also provides rights to You concerning termination of the Agreement upon certain bankruptcy-related events. To the extent the Agreement contains a provision that is inconsistent with these laws, these laws shall control.
- b. If Developer is required in the Agreement to execute a release of claims, such release shall exclude claims arising under the California Franchise Investment Law and the California Franchise Relations Act.
- c. If the Agreement requires payment of liquidated damages that is inconsistent with California Civil Code Section 1671, the liquidated damage clause may be unenforceable.
- d. If the Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Agreement, the covenant may be unenforceable under California law.
- e. If the Agreement requires litigation, arbitration or mediation to be conducted in a forum other than the State of California, the requirement may be unenforceable under California law.
- f. If the Agreement requires that it be governed by a state’s law, other than the State of California, such requirement may be unenforceable.

**AMENDMENT TO FIVE GUYS FRANCHISOR, LLC
DEVELOPMENT AGREEMENT FOR THE STATE OF HAWAII**

The Five Guys Franchisor, LLC Development Agreement (the “Agreement”) between “Developer” or “You” and FIVE GUYS FRANCHISOR, LLC (“Franchisor”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

HAWAII LAW MODIFICATIONS

The Hawaii Department of Commerce and Consumer Affairs, Business Registration Division requires that certain provisions contained in franchise documents be amended to be consistent with Hawaii law. To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. Section II.A of the Development Agreement is amended to state that the Development Fee shall be Fifty Thousand Dollars (\$50,000) per Restaurant to be located outside of the State of Hawaii, and One Hundred Twenty-Five Thousand Dollars (\$125,000) per Restaurant to be located in the State of Hawaii.
- b. Section II of this Agreement is amended to state that the Development Fee and all other initial payments Developer owes to Franchisor or any of its affiliates before Developer opens its Restaurant shall be deferred until Franchisor satisfies all of its pre-opening obligations to Developer and Developer opens its Restaurant for business.

**AMENDMENT TO FIVE GUYS FRANCHISOR, LLC
DEVELOPMENT AGREEMENT FOR THE STATE OF ILLINOIS**

The Five Guys Franchisor, LLC Development Agreement (the “Agreement”) between “Developer” or “You” and FIVE GUYS FRANCHISOR, LLC (“Franchisor”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

ILLINOIS LAW MODIFICATIONS

The Illinois Attorney General’s Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, 815 ILCS 705/1 et seq. (West 2010). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. 815 ILCS 705/19 and 705/20 provide rights to You concerning nonrenewal and termination of this Agreement. If this Agreement contains a provision that is inconsistent with the Act, the Act shall control.
- b. If Developer is required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule of order under the Act, such release shall exclude claims arising under the Illinois Franchise Disclosure Act, and such acknowledgments shall be void with respect to claims under the Act and are hereby deleted.
- c. If this Agreement requires litigation to be conducted in a forum other than the State of Illinois, the requirement is void, provided that a Franchise Agreement may provide for arbitration in a forum outside of Illinois.
- d. If this Agreement requires that it be governed by a state’s law, other than the State of Illinois, to the extent that such law conflicts with Illinois law, Illinois law shall control.
- e. Section 41 of the Illinois Franchise Disclosure Act states that “Any condition, stipulation,

or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act, or any other law of Illinois, is void.” To the extent that any provision in this Agreement is inconsistent with Illinois law, Illinois law shall control.

- f. This Agreement is amended to comply with Section 27 of the Act to allow any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchisor and Developer and Developer’s operation of the Franchise brought by Developer against Franchisor shall be commenced within three (3) years from the occurrence of the facts giving rise to such claim or action, within one (1) year after the Developer becomes aware of the facts or circumstances indicating Developer may have a claim for relief, or ninety (90) days after delivery to Developer of a written notice disclosing the violation, or such claim or action shall be barred.
- g. Section II of this Agreement is amended to state that the Development Fee shall be deferred until Franchisor satisfies all of its pre-opening obligations to Developer and Developer opens its Restaurant for business. The Illinois Attorney General has imposed this deferral requirement due to Franchisor’s current financial condition.

AMENDMENT TO FIVE GUYS FRANCHISOR, LLC DEVELOPMENT AGREEMENT FOR THE STATE OF MARYLAND

The Five Guys Franchisor, LLC Development Agreement (the “Agreement”) between “Developer” or “You” and FIVE GUYS FRANCHISOR, LLC (“Franchisor”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

MARYLAND LAW MODIFICATIONS

The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§ 14-201 - 14-233 (1998 Repl. Vol. & Supp. 2002). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. If Developer is required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law, and such acknowledgments shall be void with respect to claims under the Law.
- b. If this Agreement requires litigation to be conducted in a forum other than the State of Maryland, the requirement shall not be interpreted to limit any rights Developer may have under Sec. 14-216 (c)(25) of the Maryland Franchise Registration and Disclosure Law to bring suit in the state of Maryland.
- c. The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
- d. This Agreement is hereby amended to reflect that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
- e. Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. If this Agreement requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-

occurrence of acts that would constitute a violation of the Franchise Law, such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law resulting from the offer or sale of the franchise.

- f. Section II of this Agreement is hereby amended to state that the Development Fee shall be deferred until Franchisor satisfies all of its pre-opening obligations to Developer and Developer opens its Restaurant for business.

**AMENDMENT TO FIVE GUYS FRANCHISOR, LLC
DEVELOPMENT AGREEMENT AND DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA**

The Five Guys Franchisor, LLC Development Agreement (the “Agreement”) between “Developer” or “You” and FIVE GUYS FRANCHISOR, LLC (“Franchisor”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

MINNESOTA LAW MODIFICATIONS

The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the “Franchise Act”). To the extent that the Agreement and Disclosure Document contain provisions that are inconsistent with the following, such provisions are hereby amended:

- a. The Minnesota Department of Commerce requires that Franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims that the franchisees’ use of the Intellectual Properties infringes trademark rights of the third party. If the Agreement and/or the Disclosure Document contain(s) a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act’s requirements and shall have no force or effect.
- b. Franchise Act, Sec. 80C.14, Subd. 4., requires, except in certain specified cases, that a franchisee be given written notice of a franchisor’s intention not to renew 180 days prior to expiration of the franchise and that the franchisee be given sufficient opportunity to operate the franchise in order to enable the franchisee the opportunity to recover the fair market value of the franchise as a going concern. If the Agreement and/or the Disclosure Document contain(s) a provision that is inconsistent with such requirement of the Franchise Act, the provisions of the Agreement shall be superseded by the Act’s requirements and shall have no force or effect.
- c. Franchise Act, Sec. 80C.14, Subd. 3., requires, except in certain specified cases that a franchisee be given 90 days’ notice of termination (with 60 days to cure). If the Agreement and/or the Disclosure Document contain(s) a provision that is inconsistent with such requirement of the Franchise Act, the provisions of the Agreement shall be superseded by the Act’s requirements and shall have no force or effect.
- d. If the Agreement and/or the Disclosure Document require(s) Developer to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release shall exclude claims arising under the Franchise Act, and such acknowledgments shall be void with respect to claims under the Act.
- e. If the Agreement and/or the Disclosure Document require(s) that it be governed by a state’s law, other than the State of Minnesota, for litigation, arbitration or mediation, those provisions shall not in any way abrogate or reduce any rights of Developer as

provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

- f. To the extent Minnesota Rule 2860.4400J. prohibits a franchisor from requiring You to consent to the Franchisor obtaining injunctive relief, the Agreement is hereby revised to reflect that Franchisor may seek injunctive relief and that whether any bond be necessary be determined by the court.
- g. Section 80C.17 of the Act provides that no action may be commenced pursuant to that section more than three (3) years after the cause of action accrues. No provision in the Agreement shall be construed to limit the time period for You to bring a claim under the Act.

AMENDMENT TO FIVE GUYS FRANCHISOR, LLC DEVELOPMENT AGREEMENT FOR THE STATE OF NEW YORK

The Five Guys Franchisor, LLC Development Agreement (the “Agreement”) between “Developer” or “You” and FIVE GUYS FRANCHISOR, LLC (“Franchisor”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

NEW YORK LAW MODIFICATIONS

The New York Department of Law requires that certain provisions contained in franchise documents be amended to be consistent with New York law, including the General Business Law, Article 33, Sections 680 through 695 (1989). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. If Developer is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the General Business Law, regulation, rule or order under the Law, such release shall exclude claims arising under the New York General Business Law, Article 33, Section 680 through 695 and the regulations promulgated thereunder, and such acknowledgments shall be void. It is the intent of this provision that non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied.
- b. If the Agreement requires that it be governed by a state’s law, other than the State of New York, the choice of law provision shall not be considered to waive any rights conferred upon the Licensee under the New York General Business Law, Article 33, Sections 680 through 695.

AMENDMENT TO FIVE GUYS FRANCHISOR, LLC DEVELOPMENT AGREEMENT FOR THE STATE OF NORTH DAKOTA

The Five Guys Franchisor, LLC Development Agreement (the “Agreement”) between “Developer” or “You” and FIVE GUYS FRANCHISOR, LLC (“Franchisor”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

NORTH DAKOTA LAW MODIFICATIONS

1. The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including the North Dakota Franchise Investment Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17 (1993). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. If Developer is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Law, or a rule or order under the Law, such release shall exclude claims arising under North Dakota Law, and such acknowledgments shall be void with respect to claims under the Law.
- b. Covenants not to compete during the term of and upon termination or expiration of the Agreement are enforceable only under certain conditions according to North Dakota Law. If the Agreement contains a covenant not to compete that is inconsistent with North Dakota Law, the covenant may be unenforceable.
- c. The Commissioner has held that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Law. If the Agreement requires litigation to be conducted in a forum other than the State of North Dakota, the requirement is void with respect to claims under North Dakota Law.
- d. If the Agreement requires mediation or arbitration to be conducted in a forum other than the State of North Dakota, the requirement may be unenforceable under North Dakota Law. Arbitration involving a franchise purchased in the State of North Dakota must be held either in a location mutually agreed upon prior to the arbitration or if the parties cannot agree on a location, the location shall be determined by the arbitrator.
- e. If the Agreement requires payment of a termination penalty or liquidated damages, the requirement may be unenforceable under North Dakota Law.
- f. If the Agreement requires that a state's law other than the State of North Dakota govern it, to the extent that such law conflicts with the North Dakota Law, North Dakota Law shall control.
- g. The Commissioner has held that requiring franchisees to consent to a waiver of trial by jury or of exemplary or punitive damages is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Law. If the Agreement requires consent to a waiver of trial by jury or waiver of exemplary or punitive damages, the requirement may be unenforceable under the North Dakota Law.
- h. If the Agreement requires consent to a limitation of claims, the requirement is void and the statute of limitations under the North Dakota Law shall apply.
- i. If the Agreement requires consent to payment of all costs and expenses incurred in the enforcement of the Agreement, the requirement is void. The prevailing party in any such action is entitled to recover all costs and expenses, including reasonable attorneys' fees.
- j. Section II of this Agreement is hereby amended to state that the Development Fee shall be deferred until Franchisor satisfies all of its pre-opening obligations to Developer and Developer opens its Restaurant for business.

2. Under North Dakota Law, Developer is not required to waive its rights.

**AMENDMENT TO FIVE GUYS FRANCHISOR, LLC
DEVELOPMENT AGREEMENT FOR THE COMMONWEALTH OF PUERTO RICO**

The Five Guys Franchisor, LLC Development Agreement (the “Agreement”) between “Developer” or “You” and FIVE GUYS FRANCHISOR, LLC (“Franchisor”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

- a. Section II.A of the Development Agreement is amended to state that the Development Fee shall be Fifty Thousand Dollars (\$50,000) per Restaurant to be located outside of the Commonwealth of Puerto Rico, and One Hundred Twenty-Five Thousand Dollars (\$125,000) per Restaurant to be located in the Commonwealth of Puerto Rico.

**AMENDMENT TO FIVE GUYS FRANCHISOR, LLC
DEVELOPMENT AGREEMENT FOR THE STATE OF RHODE ISLAND**

The Five Guys Franchisor, LLC Development Agreement (the “Agreement”) between “Developer” or “You” and FIVE GUYS FRANCHISOR, LLC (“Franchisor”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

RHODE ISLAND LAW MODIFICATIONS

The Rhode Island Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Rhode Island law, including the Franchise Investment Act, R.I. Gen. Law. ch. 395 Sec. 19-28.1-1 -19-28.1-34. To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. If this Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, the requirement is void under Rhode Island Franchise Investment Act Sec. 19-28.1-14.
- b. If this Agreement requires that it be governed by a state’s law, other than the State of Rhode Island, to the extent that such law conflicts with Rhode Island Franchise Investment Act it is void under Sec. 19-28.1-14.
- c. If Developer is required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Rhode Island Franchise Investment Act, and such acknowledgments shall be void with respect to claims under the Act.

**AMENDMENT TO FIVE GUYS FRANCHISOR, LLC
DEVELOPMENT AGREEMENT FOR THE STATE OF SOUTH DAKOTA**

The Five Guys Franchisor, LLC Development Agreement (the “Agreement”) between “Developer” or “You” and FIVE GUYS FRANCHISOR, LLC (“Franchisor”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

SOUTH DAKOTA LAW MODIFICATIONS

1. The South Dakota Securities Regulation Office requires that certain provisions contained in franchise documents be amended to be consistent with South Dakota law, including the South Dakota Franchise Investment Act. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. Section II of this Agreement is hereby amended to state that the Development Fee shall be deferred until Franchisor satisfies all of its pre-opening obligations to Developer and Developer opens its first Restaurant for business.

**AMENDMENT TO FIVE GUYS FRANCHISOR, LLC
DEVELOPMENT AGREEMENT FOR THE COMMONWEALTH OF VIRGINIA**

The Five Guys Franchisor, LLC Development Agreement (the “Agreement”) between “Developer” or “You” and FIVE GUYS FRANCHISOR, LLC (“Franchisor”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

VIRGINIA LAW MODIFICATIONS

The Virginia State Corporation Commission’s Division of Securities requires that certain provisions contained in franchise documents be amended to be consistent with Virginia law, including the Virginia Retail Franchising Act. To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. Section II of the Agreement is amended to state that the Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires Franchisor to defer payment of the Development Fee, initial Franchise Fee and all other initial payments Developer owes to Franchisor until Franchisor completes all of its pre-opening obligations under each Franchise Agreement. Payment of the Development Fee will be due to Franchisor, on a pro-rata basis, on Franchisor’s completion of its pre-opening obligations for each Restaurant opened under the Development Agreement.

**AMENDMENT TO FIVE GUYS FRANCHISOR, LLC
DEVELOPMENT AGREEMENT FOR THE STATE OF WASHINGTON**

The Five Guys Franchisor, LLC Development Agreement (the “Agreement”) between “Developer” or “You” and FIVE GUYS FRANCHISOR, LLC (“Franchisor”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

WASHINGTON LAW MODIFICATIONS

The Director of the Washington Department of Financial Institutions requires that certain provisions contained in franchise documents be amended to be consistent with Washington law, including the Washington Franchise Investment Protection Act, WA Rev. Code §§ 19.100.010 to 19.100.940 (1991). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. Washington Franchise Investment Protection Act provides rights to You concerning nonrenewal and termination of the Agreement. If the Agreement contains a provision that is inconsistent with the Act, the Act shall control.
- b. If Developer is required in the Agreement to execute a release of claims, such release shall exclude claims arising under the Washington Franchise Investment Protection Act; except when the release is executed under a negotiated settlement after the Agreement is in effect and where the parties are represented by independent counsel. If there are provisions in the Agreement that unreasonably restrict or limit the statute of limitations period for claims brought under the Act, or other rights or remedies under the Act, those provisions may be unenforceable.

- c. If the Agreement requires litigation, arbitration or mediation to be conducted in a forum other than the State of Washington, the requirement may be unenforceable under Washington law. Arbitration involving a franchise purchased in the State of Washington, must either be held in the State of Washington or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.
- d. If the Agreement requires that it be governed by a state's law, other than the State of Washington, and there is a conflict between the law and the Washington Franchise Investment Protection Act, the Washington Franchise Investment Protection Act shall control.
- e. Section II of the Agreement is amended to state that the Washington Department of Financial Institutions, Securities Division requires Franchisor to defer payment of the Development Fee, the initial Franchise Fee, and all other initial payments Developer owes to Franchisor until Franchisor completes all of its pre-opening obligations under the Franchise Agreement and you open your first Restaurant. Payment of the Development Fee will be due to Franchisor, on a pro-rata basis, on Franchisor's completion of its pre-opening obligations for each Restaurant opened under the Development Agreement.

Each provision of these Amendments shall be effective only to the extent that the jurisdictional requirements, with respect to each such provision, are met independent of these Amendments. These Amendments shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, each of the parties hereto has read and agrees to remain subject to the foregoing amendment, as applicable, and has executed the same by a duly authorized representative.

FRANCHISOR:

FIVE GUYS FRANCHISOR, LLC
a Delaware limited liability company

ATTEST:

By: _____
Print Name: _____

By: _____
Name: _____
Title: _____

DEVELOPER:

By: _____
Print Name: _____

By: _____
Name: _____
Title: _____

EXHIBIT C TO THE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT



FIVE GUYS FRANCHISOR, LLC

FRANCHISE AGREEMENT

FRANCHISEE

EFFECTIVE DATE

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ATTACHMENTS

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FIVE GUYS FRANCHISOR, LLC

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (as amended, supplemented, or otherwise modified from time to time, this “**Agreement**”) is made and entered into by and between FIVE GUYS FRANCHISOR, LLC, a Delaware limited liability company (together with its successors and assigns, the “**Franchisor**”), and _____, a _____ [corporation/limited liability company/partnership] (the “**Franchisee**”), on the date this Agreement is executed by Franchisor below (the “**Effective Date**”). Franchisor and Franchisee are, where relevant, each referred to in this Agreement individually as a “party” and collectively as the “parties”. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Development Agreement referenced below.

WITNESSETH:

WHEREAS, Franchisor and its affiliates, as the result of the expenditure of time, skill, effort and money have developed and own a distinctive System (as defined below) relating to the establishment, development and operation of retail food service businesses that operate in buildings that display Franchisor’s interior and exterior trade dress (each, a “**Restaurant**”), which specialize in dine-in and carry-out service of hamburgers, cheeseburgers, hot dogs, french fries, and other foods and accompaniments approved by Franchisor (the “**Products**”) and which operate under Franchisor’s System and the Marks (as defined below), all of which Franchisor may periodically change, improve, and/or further develop;

WHEREAS, the distinguishing characteristics utilized by Franchisor in each FIVE GUYS® Restaurant include, without limitation, distinctive interior and exterior sign design and arrangement, décor, fixtures and furnishings; menus and recipes; quality and uniformity of Products and services offered; standards, specifications, methods, techniques, procedures for operations, inventory and management; training and assistance; record keeping and reporting; and marketing and promoting; all of which may be changed, improved and further developed by Franchisor and/or its affiliates from time to time (collectively, the “**System**”);

WHEREAS, Franchisor identifies the System and the FIVE GUYS® Restaurants by means of certain trade names, service marks, trademarks, emblems and indicia of origin, including, but not limited to, the marks “FIVE GUYS®”, “FIVE GUYS FAMOUS BURGERS AND FRIES®”, “FIVE GUYS BURGERS AND FRIES®” and such other proprietary marks as Franchisor may periodically designate in writing (collectively, the “**Marks**”);

WHEREAS, Franchisor grants to qualified persons the opportunity to own and operate FIVE GUYS® Restaurants offering and selling the Products as well as other products and services authorized and approved by Franchisor and utilizing Franchisor’s System and Marks;

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor’s high standards of quality, cleanliness, appearance and service and the necessity of operating the Restaurant franchised hereunder in conformity with Franchisor’s standards and specifications;

WHEREAS, Franchisee desires to use the System in connection with the operation of a FIVE GUYS® Restaurant at the location specified in Attachment B hereto, and receive the training and other assistance provided by Franchisor in connection therewith; and

WHEREAS, Franchisor and Franchisee (or its affiliate) are parties to that certain Development Agreement dated _____, 20__ (as amended or otherwise modified from time to time, the “**Development Agreement**”), under which Franchisee (or its affiliate) is committed to developing a certain number of FIVE GUYS® Restaurants within the exclusive development territory described therein; and

Franchisor and Franchisee are entering into this Agreement pursuant to the terms and conditions of the Development Agreement.

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

I. GRANT

A. In reliance on the representations and warranties of Franchisee and its “Controlling Principals” (as defined in Section XIX.R.) contained in this Agreement, Franchisor hereby grants to Franchisee the right, and Franchisee hereby accepts the obligation, all according to the terms and conditions in this Agreement, to establish and operate a FIVE GUYS® Restaurant (the “**Restaurant**”) and to use, solely in connection therewith, the Marks and the System, as they may be changed, improved, and further developed from time to time, at the Approved Location (as defined below).

B. The specific street address of the Restaurant location accepted by Franchisor is set forth in Attachment B (the “**Approved Location**”). This Agreement does not grant to Franchisee the right or license to operate the Restaurant (or to offer or sell any products or services described under this Agreement) at or from any location other than the Approved Location. Franchisee shall not relocate the Restaurant without the expressed prior written consent of Franchisor, which consent shall not be unreasonably withheld so long as (i) the Restaurant and Franchisee (together with any and all affiliates) are in operational good-standing with Franchisor, (ii) the proposed relocation site is in accordance with Franchisor’s then-current site selection and construction standards, and (iii) Franchisee complies with all of Franchisor’s conditions to relocation, including, without limitation, the payment of a relocation fee in the amount of Seven Thousand Five Hundred Dollars (\$7,500) (the “**Relocation Fee**”).

C. If Franchisee is unable to continue the operation of the Restaurant at the Approved Location because of the occurrence of a force majeure event (as described in Section XVII.A.(3)(e)), then Franchisee may request approval of Franchisor to relocate the Restaurant to another location in the Primary Area of Responsibility, as such term is defined below. Any other request to relocate the Restaurant due to circumstances reasonably beyond the control of Franchisee (including, without limitation, the lack of profitability at a particular location) shall also be subject to the same procedures. If Franchisor elects to grant Franchisee the right to relocate the Restaurant, then Franchisee shall comply with the site selection and construction procedures set forth in Section II.

D. Upon the execution of this Agreement, Franchisee shall be assigned the primary area of responsibility (the “**Primary Area of Responsibility**”) described in Attachment B and attached hereto. Except as provided in this Agreement, and subject to Franchisee’s and the Controlling Principals’ full compliance with this Agreement and each Other Agreement (as defined in Section XVII.C. below), neither Franchisor nor any of its affiliates shall establish, or authorize any other person or entity to establish, a FIVE GUYS® Restaurant in the Primary Area of Responsibility during the term of this Agreement.

E. Notwithstanding the generality of the foregoing section, Franchisor and its affiliates retain all other rights, and therefore Franchisor and its affiliates shall have the right, among others, on any terms and conditions Franchisor deems advisable, and without granting Franchisee any rights therein, to:

(1) establish, and license others to establish, FIVE GUYS® Restaurants and otherwise sell the food and beverage Products under the Marks at any location outside the Primary Area of Responsibility; and

(2) sell and distribute, directly or indirectly, or license others to sell and distribute, directly or indirectly, any collateral products under the Marks (*e.g.*, pre-packaged food and beverage Products and FIVE GUYS® memorabilia) from any location to any purchaser by any method or channel of distribution (including, without limitation, the Internet, mail order, and/or retail locations whether located

within or outside of the Primary Area of Responsibility), so long as such sales are not conducted from a FIVE GUYS® Restaurant operated from a location inside the Primary Area of Responsibility.

II. SITE SELECTION, PLANS AND CONSTRUCTION

A. Franchisee assumes all cost, liability, expense and responsibility for locating, obtaining and developing a site for the Restaurant and for constructing and equipping the Restaurant at such site. Franchisee shall not make any binding commitment to a prospective vendor or lessor of real estate with respect to a site for the Restaurant unless the site is previously accepted by Franchisor as set forth below. Franchisee acknowledges that the location, selection, procurement and development of a site for the Restaurant is Franchisee's responsibility, and that Franchisor's approval of a prospective site and the rendering of assistance in the selection of a site does not constitute a representation, promise, warranty or guarantee, express or implied, by Franchisor that the Restaurant operated at that site shall be profitable or otherwise successful.

B. (1) Prior to acquiring by lease or purchase a site for the Restaurant, Franchisee shall locate a site for the Restaurant that satisfies the site selection guidelines provided to Franchisee by Franchisor pursuant to Section V.(1) and shall submit to Franchisor, in the form specified by Franchisor, a description of the site, including evidence satisfactory to Franchisor demonstrating that the site satisfies Franchisor's site selection guidelines, together with such other information and materials as Franchisor may reasonably require, including, but not limited to, a letter of intent or other evidence satisfactory to Franchisor which confirms Franchisee's favorable prospects for obtaining the site. Franchisor shall have fifteen (15) days after receipt of all requested information and materials to respond to Franchisee's application for the proposed site with Franchisor's final decision on approval or disapproval of the proposed site, in its reasonable discretion, to be provided to Franchisee within thirty (30) days. No site may be used for the location of the Restaurant unless it is first accepted in writing by Franchisor.

(2) If Franchisee elects to purchase the premises for the Restaurant, Franchisee shall submit a copy of the proposed contract of sale to Franchisor for its written approval prior to its execution and shall furnish to Franchisor a copy of the executed contract of sale within ten (10) days after execution. If Franchisee occupies the premises of the Restaurant under a lease, Franchisee shall submit a copy of the lease to Franchisor for written approval prior to its execution and shall furnish to Franchisor a copy of the executed lease within ten (10) days after execution. No lease for the Restaurant premises shall be accepted by Franchisor unless a Collateral Assignment of Lease, prepared by Franchisor and executed by Franchisor (or its designee), Franchisee and the lessor, in substantially the form attached as Attachment C, is attached to the lease and incorporated therein.

(3) After a location for the Restaurant is accepted by Franchisor and acquired by Franchisee pursuant to this Agreement, the location shall be described in Attachment B.

C. 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 as a result of any restrictive covenants relating to the Restaurant premises. Prior to beginning the construction of the Restaurant, Franchisee shall (i) obtain all permits, licenses and certifications required for the lawful construction or remodeling and operation of the Restaurant, and (ii) certify in writing to Franchisor that the insurance coverage specified in Section XII. is in full force and effect and that all required approvals, clearances, permits and certifications have been obtained. Upon request, Franchisee shall provide to Franchisor additional copies of Franchisee's insurance policies or certificates of insurance and copies of all such approvals, clearances, permits and certifications.

D. Franchisee must obtain any architectural, engineering and design services it deems necessary for the construction of the Restaurant at its own expense from an architectural design firm approved by Franchisor, which approval shall not be unreasonably withheld. Franchisee shall adapt the Preliminary Design Package (as such term is defined in Section V.(3) below) for the construction of the

Restaurant provided to Franchisee by Franchisor in accordance with Section V.(3) as necessary for the construction of the Restaurant and shall submit such adapted plans to Franchisor for review. If Franchisor determines, in its reasonable discretion, that any such adapted plans are not consistent with the best interests of the System, Franchisor may prohibit the implementation of such plans, and in this event will notify Franchisee of any objection(s) within twenty (20) days of receiving such plans. If Franchisor fails to notify Franchisee of an objection to the plans within this time period, Franchisee may use such plans. If Franchisor objects to any such plans, it shall provide Franchisee with a reasonably detailed list of changes necessary to make the plans acceptable. Franchisor shall, upon a re-submission of the plans with such changes, notify Franchisee within ten (10) days of receiving the resubmitted plans whether the plans are acceptable. If Franchisor fails to notify Franchisee of any objection within such time period, Franchisee may then use the resubmitted plans. Franchisee acknowledges that Franchisor's review of any adapted plans relates only to compliance with the System and that acceptance by Franchisor of such plans does not constitute a representation, warranty, or guarantee, express or implied, by Franchisor that such plans are accurate, free of error concerning their design or structural application, or fully compliant with any applicable laws, codes, or regulations. Additionally, Franchisee further acknowledges that Franchisor may periodically review, revise, and/or otherwise supplement the adapted construction plans after acceptance and, in connection therewith, monitor the Restaurant's construction process to ensure compliance at all times with all FIVE GUYS® brand standards and specifications.

E. Franchisee shall promptly commence and diligently pursue construction of the Restaurant. Commencement of construction shall be defined as the time at which any site work is initiated by or on behalf of Franchisee at the location accepted for the Restaurant. Site work includes, without limitation, paving of parking areas, installing outdoor lighting and sidewalks, extending utilities, demising of interior walls and demolishing of any existing premises. During the time of construction, Franchisee shall provide Franchisor with such periodic reports regarding the progress of the construction or remodeling as may be reasonably requested by Franchisor. In addition, Franchisor may make such on-site inspections as it may deem reasonably necessary to evaluate such progress. If requested, Franchisee shall notify Franchisor of the scheduled date for completion of construction no later than thirty (30) days prior to such date. Within a reasonable time after the date of completion of construction, Franchisor may, at its option, conduct an inspection of the completed Restaurant. Franchisee acknowledges and agrees that Franchisee shall not open the Restaurant for business without the written authorization of Franchisor and that authorization to open shall be conditioned upon Franchisee's strict compliance with this Agreement.

F. Franchisee acknowledges that time is of the essence. Subject to Franchisee's compliance with the conditions stated herein, Franchisee shall open the Restaurant and commence business within the applicable timeline contained in the Development Agreement, unless Franchisee obtains an extension of such time period from Franchisor in writing. The date the Restaurant opens for business to the public is set forth in Attachment B (the "**Opening Date**"). Prior to the Opening Date, Franchisee shall complete all exterior and interior preparations for the Restaurant, including installation of equipment, fixtures, furnishings and signs, pursuant to the plans and specifications provided by Franchisor, and shall comply fully with all other pre-opening obligations, including, but not limited to, those obligations described in Sections VI.B. - G., to Franchisor's reasonable satisfaction. If Franchisee fails to comply with any of such obligations, Franchisor shall have the right to prohibit Franchisee from commencing business. Franchisee's failure to open the Restaurant and commence business in accordance with the foregoing shall be deemed a material event of default under this Agreement.

III. TERM AND RENEWAL

A. Unless sooner terminated as provided in Section XVII. hereof, the term of this Agreement shall continue from the date stated on the first page hereof until the earlier of (i) ten (10) years from Opening Date or (ii) the expiration or termination of Franchisee's right to possess the Restaurant premises.

B. Franchisee may, at its option, renew the rights under this Agreement for additional consecutive terms of five (5) years each (provided that such renewal term shall automatically terminate

upon the expiration or termination of Franchisee's right to possess the Restaurant premises), subject to any or all of the following conditions which must, in Franchisor's sole discretion, be met prior to and at the time of renewal:

(1) Franchisee shall give Franchisor written notice of its election to renew not less than seven (7) months nor more than twelve (12) months prior to the end of the initial term or renewal term, as applicable;

(2) Franchisee shall, at its cost and expense, renovate and modernize the Restaurant premises as Franchisor may require, including, without limitation, the repair, replacement, and/or renovation, as determined by Franchisor, of any needed equipment (including, without limitation, kitchen equipment, office equipment, service area equipment, electronic point of sale systems, computer hardware, and software systems, collectively, the "**Equipment**"), signs, interior and exterior decor items, fixtures, furnishings, supplies and other products and materials required for the operation of the Restaurant as Franchisor may require to reflect the then-current standards and image of the System as contained in the Manuals (as defined in Section V.(4)) or otherwise provided in writing by Franchisor (collectively, the "**Remodeling Items**"). In addition, Franchisee shall acquire, at its cost and expense, any new or additional Remodeling Items reasonably required by Franchisor for Franchisee to offer and sell any new menu items from the Restaurant and/or provide the Restaurant's goods and services by alternative means in conformity with Franchisor's then-current standards;

(3) Neither Franchisee nor any of its affiliates shall be in material default of any provision of this Agreement or any Other Agreement, and Franchisee shall have substantially and timely complied with all the terms and conditions of such agreements during the terms hereof and thereof, as applicable;

(4) Franchisee shall have satisfied all monetary obligations owed by Franchisee to Franchisor and its affiliates under this Agreement and all Other Agreements at the time of any renewal, and shall have timely met those obligations throughout the terms hereof and thereof, as applicable;

(5) Franchisee shall present satisfactory evidence that Franchisee has the right to remain in possession of the Restaurant premises or obtain Franchisor's approval of a new site for the operation of the Restaurant for the duration of the renewal term of this Agreement;

(6) Franchisor, Franchisee and the Controlling Principals (as defined in Section XIX.R.) shall execute a general release, in a form reasonably satisfactory to Franchisor, of any and all claims against Franchisor, its affiliates, partners, officers, directors, shareholders, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities including, without limitation, claims arising under this Agreement, any Other Agreement, and/or under any applicable federal, state or local laws, rules and regulations or orders;

(7) Franchisee shall execute Franchisor's then-current form of franchise agreement, which agreement shall have material terms substantially similar in all material respects to this Agreement (i.e., the fees, protected territory, and renewal rights), together with such other ancillary agreements substantially similar to the forms attached hereto; and

(8) Franchisee shall comply with Franchisor's then-current financial qualifications and training requirements.

IV. FEES

A. In consideration for the rights granted hereunder, Franchisee shall pay Franchisor a franchise fee of Twenty Five Thousand Dollars (\$25,000) (the "**Franchise Fee**"). The Franchise Fee for each Restaurant shall be paid upon the execution of this Agreement, which execution shall occur at the

earlier of the signing of a lease for the Restaurant, the purchase of a site for the Restaurant or ninety (90) days prior to the scheduled opening date of the Restaurant. The Franchise Fee shall be deemed fully earned and non-refundable in consideration of the administrative and other expenses incurred by Franchisor in granting the franchise hereunder and for its lost or deferred opportunity to grant such franchise to any other party. If Franchisee is unable to obtain possession of an approved location for the Restaurant within six (6) months from the Effective Date, Franchisor shall have the right, but not the obligation, to terminate this Agreement and refund seventy-five percent (75%) of the Franchise Fee without interest. Prior to Franchisor providing any refund, Franchisee must demonstrate to Franchisor's satisfaction that Franchisee has made a good faith effort to obtain possession of an approved location for the Restaurant. Notwithstanding any understanding to the contrary, the foregoing refund provision shall not apply in instances where Franchisor or its affiliates have previously entered into a Franchise Agreement with Franchisee or any affiliate of Franchisee.

B. (1) During the term of this Agreement, Franchisee shall pay Franchisor a continuing weekly royalty fee equal to six percent (6%) of the Restaurant's "Gross Sales" (as such term is defined in Section IV.C. below) during the preceding week (the "**Royalty Fee**"). The Royalty Fee shall be due and payable each week (each, an "**Accounting Period**"), and the first such Accounting Period shall begin on the Opening Date and end on the following Sunday. As more fully described in Section IV.B.(3) below, the Royalty Fee shall be paid to Franchisor by electronic fund transfer on or before the Wednesday following the end of each Accounting Period, provided that such day is a Business Day. A "**Business Day**" means any day other than Saturday, Sunday or the following national holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving and Christmas. If the date on which such payments would otherwise be due is not a Business Day, then payment shall be due on the next Business Day.

(2) Upon the request of Franchisor, Franchisee agrees that it shall deliver the Royalty Fee payment to Franchisor together with a royalty report itemizing the Gross Sales for the preceding Accounting Period (each, a "**Royalty Report**") and any other reports required hereunder.

(3) For purposes of Royalty Fee collection, Franchisee agrees that Franchisor shall have the right to withdraw such funds from Franchisee's designated bank account by electronic funds transfer ("**EFT**"). EFT withdrawals shall be drawn on the Wednesday of each week, and shall be in an amount equal to the Royalty Fee calculated by Franchisor for the prior week. Franchisor may process an EFT payment based on (a) information regarding Gross Sales for the preceding Accounting Period obtained by Franchisor in the manner contemplated by Section VII.E.(8) of this Agreement, or (b) the most recent Royalty Report provided to Franchisor by Franchisee. If a Royalty Report for the subject Accounting Period is subsequently requested and received by Franchisor and reflects that the actual amount of the Royalty Fee due was (i) more than the amount of the EFT processed by Franchisor, then Franchisor shall be entitled to withdraw additional funds through EFT from Franchisee's designated bank account for the difference; or (ii) less than the amount of the EFT by Franchisor, then Franchisor shall either return the excess amount to Franchisee, or credit the excess amount to the payment of Franchisee's future royalty obligations. Franchisee shall, upon execution of this Agreement or at any time thereafter at Franchisor's request, execute such documents or forms as Franchisor determines are necessary for Franchisor to process EFT payments. Should any EFT payment not be honored by Franchisee's bank for any reason, Franchisee agrees that it shall be responsible for that payment plus a service charge applied by the bank, if any. Franchisee further agrees that it shall at all times throughout the term of this Agreement maintain a minimum balance of Three Thousand Dollars (\$3,000) in the Franchisee's bank account against which such EFT payments are to be drawn. If Royalty Fees are not received when due, interest may be charged by Franchisor in accordance with Section IV.B.(4) below. Upon written notice to Franchisee, Franchisee may be required to pay such Royalty Fees directly to Franchisor in lieu of EFT, at Franchisor's sole discretion. Any and all amounts due and payable by Franchisee to an affiliate of Franchisor for products and/or services rendered shall also be subject to payment by EFT (including, without limitation, payments to Five Guys Bakery, LLC for bread products received by Franchisee).

(4) Franchisee shall not be entitled to withhold payments due to Franchisor under this Agreement on grounds of alleged non-performance by Franchisor hereunder. Any payment or report not actually received by Franchisor on or before the date due shall be deemed overdue. Time is of the essence with respect to all payments to be made by Franchisee to Franchisor. All unpaid obligations under this Agreement shall bear interest from the date due until paid at the lesser of (i) ten percent (10%) per annum, or (ii) the maximum rate allowed by applicable law. Notwithstanding anything to the contrary contained herein, no provision of this Agreement shall require the payment or permit the collection of interest in excess of the maximum rate allowed by applicable law. If any excess of interest is provided for herein, or shall be adjudicated to be so provided in this Agreement, the provisions of this paragraph shall govern and prevail, and neither Franchisee nor its Controlling Principals shall be obligated to pay the excess amount of such interest. If for any reason interest in excess of the maximum rate allowed by applicable law shall be deemed charged, required or permitted, any such excess shall be applied as a payment and reduction of any other amounts which may be due and owing hereunder, and if no such amounts are due and owing hereunder then such excess shall be repaid accordingly.

(5) If the Royalty Fee or Royalty Reports required by Section IV.B.(2) are not received by Franchisor as required by this Section, Franchisee may be required to pay Franchisor, in addition to the overdue amount, a fee of Fifty Dollars (\$50) per day for each day that the Royalty Fee is unpaid or the Royalty Report is not received. This fee is reasonably related to Franchisor's costs resulting from the delay in payment and/or receipt of any report, is not a penalty, and is in addition to any other remedy available to Franchisor under this Agreement for Franchisee's failure to pay the Royalty Fee and/or submit Royalty Reports in accordance with the terms of this Agreement. If for any reason the fee of Fifty Dollars (\$50) is deemed to be interest charged, required or permitted in excess of the maximum rate allowed by applicable law, any such excess shall be applied as a payment and reduction of any other amounts which may be due and owing hereunder, and if no such amounts are due and owing hereunder, then such excess shall be repaid accordingly.

C. As used in this Agreement, "**Gross Sales**" shall mean all revenue from the sale of all services and products and all other income of every kind and nature related to, derived from, or originating from the Restaurant, including, without limitation, income related to (i) catering and delivery activities, (ii) any sales or orders of Products or food preparation services of any kind provided from or related to the Restaurant, and (iii) all proceeds of any business interruption insurance policies, in each case whether for cash or credit, and regardless of collection in the case of credit; *provided, however*, that "Gross Sales" shall not include:

(1) sales taxes or other taxes collected from customers by Franchisee and actually transmitted to the appropriate taxing authorities; or

(2) proceeds from isolated sales of trade fixtures not constituting any part of Franchisee's products and services offered for resale at the Restaurant or having any material effect upon the ongoing operation of the Restaurant required under this Agreement.

V. FRANCHISOR'S OBLIGATIONS

Franchisor or its designee shall provide the following services described below with regard to the Restaurant:

(1) Provide Franchisee with Franchisor's written site selection guidelines and provide such site selection assistance as Franchisor may deem advisable;

(2) Provide Franchisee with such on-site evaluation as Franchisor may deem necessary on its own initiative or in response to Franchisee's reasonable request for site evaluation; *provided, however*, that Franchisor shall not provide an on-site evaluation for any proposed site prior to the receipt of all required information and materials concerning such site prepared pursuant to Section II. Franchisor (or its designee)

shall provide at no additional charge to Franchisee one (1) on-site evaluation for the Restaurant if such evaluation is for the first Restaurant operated by Franchisee or its affiliate. If this Agreement does not relate to the first FIVE GUYS® Restaurant operated by Franchisee or its affiliate, Franchisor reserves the right to charge a reasonable fee for such on-site evaluation based upon the reasonable expenses incurred by Franchisor (or its designee) in connection with such on-site evaluation, including, without limitation, the cost of travel, lodging, meals and wages (the “**Site Evaluation Fee**”). If additional on-site evaluations are deemed appropriate by Franchisor, or upon Franchisee’s reasonable request, Franchisor reserves the right to charge the Site Evaluation Fee for each of such evaluations.

(3) Provide Franchisee with the floor plan, the reflected ceiling plan, and the FIVE GUYS® brand standard construction guidelines for the Restaurant (collectively, the “**Preliminary Design Package**”). Franchisee shall independently, and at Franchisee’s expense, have the Preliminary Design Package adapted for construction of the Restaurant in accordance with Section II. Franchisor makes no representation, warranty, or guarantee, express or implied, that the Preliminary Design Package contains information that is fully accurate, free of error concerning their design or structural application, or fully compliant with any applicable laws, codes, or regulations.

(4) Provide Franchisee with access to the training video series (the “**Videos**”), when and if such Videos become available, and the confidential operations manuals and such other written materials as Franchisor shall have developed for use in the System (as the same may be revised by Franchisor from time to time, the “**Manuals**”), as more fully described in Section X.A.

(5) Make visits to the Restaurant and provide evaluations of the products sold and services rendered therein from time to time as reasonably determined by Franchisor, as more fully described in Section VII.E.(6).

(6) Make available to Franchisee and the general public, including Franchisee’s customers, certain merchandise identifying the System, such as FIVE GUYS® memorabilia, in sufficient amounts to meet customer demand.

(7) Provide Franchisee with a list of approved suppliers as described in Section VII.D., from time to time as Franchisor deems appropriate.

(8) Conduct an initial training program for Franchisee’s Operating Principal, General Manager, and such other Restaurant personnel reasonably deemed appropriate by Franchisor, all in accordance with the provisions of Section VI.E.(1), (2) and (4).

(9) If requested by Franchisee, provide five (5) days of on-site pre-opening and five (5) days of post-opening management assistance at the Restaurant (with neither period necessarily being consecutive days) in accordance with the provisions of Section VI.E.(3).

(10) Establish and administer a creative fund and/or advertising cooperatives in accordance with Section VIII.

VI. FRANCHISEE’S AGREEMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

A. Franchisee (together with the Controlling Principals, if any) covenants and agrees that it shall make all commercially reasonable efforts to operate the Restaurant so as to achieve optimum sales.

B. If Franchisee is a corporation, limited liability company, or partnership (in each case, an “**Entity**”) Franchisee and the Controlling Principals represent, warrant and covenant that:

(1) Franchisee is an Entity duly organized and validly existing under the state law of its formation;

(2) Franchisee is an Entity duly qualified and is authorized to do business in each jurisdiction in which its business activities or the nature of the properties owned by it require such qualification;

(3) Franchisee's corporate charter, operating agreement, or written partnership agreement, as applicable, shall at all times provide that the activities of Franchisee are confined exclusively to the operation of the Restaurant, unless otherwise consented to in writing by Franchisor;

(4) The execution of this Agreement and the consummation of the transactions contemplated hereby (i) are permitted by the Entity's corporate power, operating agreement, or written partnership agreement, as applicable, and (ii) have been duly authorized by Franchisee;

(5) Copies of the Entity's articles of incorporation, bylaws, operating agreement, partnership agreement, other governing documents (as applicable and including any amendments thereto, collectively, "**Charter Documents**") together with any other certificates, agreements, or other documents reasonably required by Franchisor shall be furnished to Franchisor prior to the execution of this Agreement;

(6) The ownership interests in the Franchisee are accurately and completely described in Attachment D and entirely consistent with the Charter Documents. Further, Franchisee shall not undergo any change in ownership or otherwise restructure the Entity's equity interests without first complying with the restrictions of Section XIV.B.;

(7) Franchisee agrees that all certificates representing interests in the Franchisee, if any, shall conspicuously bear the following legend:

"The interests represented by this certificate are subject to the restrictive transfer terms and conditions set forth in that certain Franchise Agreement by and between this company and FIVE GUYS FRANCHISOR, LLC, as supplemented and more fully described in such Franchise Agreement."

(8) Upon request, Franchisee must provide Franchisor with its most recent financial statements. Such financial statements must present fairly the financial position of Franchisee, as well as the results of its operations and its cash flow for the years then ended. Franchisee agrees that at all times during the term of this Agreement, it shall maintain sufficient working capital to fulfill its obligations under this Agreement. Each of the financial statements mentioned above shall be certified as true, complete and correct and shall have been prepared in conformity with generally accepted accounting principles applied on a consistent basis.

(9) No material liabilities, adverse claims, commitments or obligations of any nature exist as of the date of this Agreement, whether accrued, unliquidated, absolute, contingent or otherwise.

(10) The Controlling Principals shall, jointly and severally, guarantee Franchisee's performance of all of Franchisee's obligations, covenants and agreements hereunder pursuant to the terms and conditions the "Guaranty of Controlling Principals" attached hereto as Attachment A (the "**Guaranty**"), and shall otherwise bind themselves to the terms of this Agreement as stated herein. For purposes of clarification, the maximum financial liability of a Controlling Principal to Franchisor for any payment default by Franchisee under this Agreement shall be limited to One Hundred Thousand Dollars (\$100,000) per Controlling Principal; and

(11) Franchisee and the Controlling Principals acknowledge and agree that the representations, warranties and covenants set forth above in Sections VI.B.(1) - (10) are continuing obligations of Franchisee and the Controlling Principals, as applicable, and that any failure to comply with such representations, warranties and covenants shall constitute a material event of default under this Agreement. Franchisee and the Controlling Principals shall cooperate with Franchisor in any efforts made by Franchisor to verify compliance with such representations, warranties and covenants.

C. Upon the execution of this Agreement, Franchisee shall designate and retain an individual to serve as the Operating Principal of the Restaurant (the “**Operating Principal**”). If Franchisee is an individual, Franchisee shall perform all obligations of the Operating Principal. The Operating Principal shall, during the entire period he or she serves as such, meet the following qualifications:

(1) The Operating Principal must either serve as the General Manager (as defined in Section VI.D.) of the Restaurant or, subject to the approval of Franchisor, designate a qualified individual to serve as the General Manager (the “**Management Designee**”).

(2) The Operating Principal must maintain a substantial direct or indirect ownership interest in Franchisee. Except as may otherwise be provided in this Agreement, the Operating Principal’s interest in Franchisee shall be and shall remain free of any pledge, mortgage, hypothecation, lien, charge, encumbrance, voting agreement, proxy, security interest or purchase right or options.

(3) The Operating Principal or his Management Designee, if applicable, shall devote substantially all of their time and best efforts to the supervision and conduct of the Restaurant. The Operating Principal shall execute this Agreement and the Guaranty as one of the Controlling Principals, and shall be individually, jointly and severally bound by all the obligations contained herein and therein.

(4) The Operating Principal or his Management Designee, if applicable, shall meet Franchisor’s reasonable standards and criteria for such individual, as set forth in the Manuals or otherwise in writing by Franchisor.

(5) If, during the term of this Agreement, the Operating Principal or his Management Designee, if applicable, is not able to continue to serve in such capacity, or no longer qualifies to act as such in accordance with this Section VI.C., Franchisee shall promptly notify Franchisor and designate a replacement within sixty (60) days after the Operating Principal or such Management Designee ceases to serve or be so qualified, such replacement being subject to the same qualifications and restrictions listed above. Franchisee shall provide for interim management of the activities contemplated under this Agreement until such replacement is so designated. Any failure to comply with the requirements of this Section VI.C. shall be deemed a material event of default under this Agreement under Section XVII.A.(3)(p) hereof.

D. Franchisee shall designate and retain at all times a general manager (“**General Manager**”) to direct the operation and management of the Restaurant. The General Manager shall be responsible for the daily operation of the Restaurant and may be one of the Controlling Principals. Notwithstanding any understanding to the contrary, the parties hereto acknowledge and agree that the General Manager shall, during the entire period he or she serves as General Manager for Franchisee, (i) solely be an employee of the Franchisee serving under the direction of Franchisee (and, consequently, never deemed to be an employee or agent of Franchisor), and (ii) meet the following qualifications:

(1) The General Manager shall satisfy Franchisor’s educational and business experience criteria as set forth in the Manuals as defined herein or otherwise in writing by Franchisor;

(2) The General Manager shall devote full time and best efforts to the supervision and management of the Restaurant;

(3) The General Manager shall be an individual reasonably acceptable to Franchisor; and

(4) The General Manager shall satisfy the training requirements set forth in Section VI.F. If, during the term of this Agreement, the General Manager is not able to continue to serve in such capacity or no longer qualifies to act as such in accordance with this Section, Franchisee shall promptly notify Franchisor and designate a replacement within sixty (60) days after the General Manager ceases to serve, such replacement being subject to the same qualifications listed above (including the completion of all training and obtaining all certifications required by Franchisor). Franchisee shall provide for interim management of the Restaurant until such replacement is so designated, such interim management to be conducted in accordance with the terms of this Agreement. Any failure to comply with the requirements of this Section VI.D. shall be deemed a material event of default under Section XVII.A.(3)(p) hereof.

E. Franchisee agrees that it is necessary to the continued operation of the System and the Restaurant that Franchisee's Operating Principal and General Manager receive such training as Franchisor may require, and accordingly agrees as follows:

(1) No later than thirty (30) days prior to the Opening Date of the Restaurant, Franchisee's Operating Principal, General Manager, and, if necessary, assistant manager shall attend and complete, to Franchisor's reasonable satisfaction, Franchisor's initial training program. Training of such persons shall be conducted by Franchisor or its designee at a Franchisor or designee-operated Restaurant or such other location designated by Franchisor. Franchisor shall provide instructors and training materials for the initial training of the Operating Principal, General Manager and assistant manager at no additional charge to Franchisee. Franchisor shall have the right to charge a reasonable fee for such training of any additional managers or Restaurant personnel.

Franchisor shall determine, in its reasonable discretion, whether the Operating Principal and General Manager have satisfactorily completed the initial training program. If the initial training program is not satisfactorily completed by the Operating Principal or General Manager, or if Franchisor in its reasonable business judgment based upon the performance of the Operating Principal or General Manager, determines that the training program cannot be satisfactorily completed by any such person, Franchisee shall designate a replacement to satisfactorily complete such training. Any Operating Principal or General Manager subsequently designated by Franchisee shall also receive and complete such initial training. Franchisor reserves the right to charge a reasonable fee for any initial training provided by Franchisor or its designee to any initial General Manager or any other Restaurant personnel for any Restaurant subsequently developed by Franchisee and otherwise for any initial training provided to a replacement or successor General Manager. Franchisee shall be responsible for any and all expenses incurred by Franchisee or Franchisee's Operating Principal, General Manager and other Restaurant personnel in connection with any initial training program, including, without limitation, costs of travel, lodging, meals and wages.

(2) Franchisee's Operating Principal, General Manager and such other Restaurant personnel as Franchisor shall designate shall attend such additional training programs and seminars as Franchisor or its designee may offer from time to time, if Franchisor requires such attendance. For all such programs and seminars, Franchisor or its designee shall provide the instructors and training materials. Franchisee shall be responsible for any and all expenses incurred by Franchisee or its Operating Principal, General Manager and other Restaurant personnel in connection with such additional training, including, without limitation, costs of travel, lodging, meals, and wages. Additionally, in the event that such additional training programs and seminars are requested by Franchisee and not deemed mandatory by Franchisor, Franchisor reserves the right to impose a reasonable fee for such additional training.

(3) In connection with the opening of the Restaurant, Franchisor shall provide Franchisee with opening assistance by a trained representative of Franchisor or its designee. The trainer shall provide on-site pre-opening and post-opening management and opening training, supervision, and

assistance to Franchisee for a period of five (5) days. With respect to the opening assistance described above and any such assistance provided to a relocated Restaurant established by Franchisee pursuant to Sections I.B. or C. hereof, Franchisee may be required to pay Franchisor the per diem fee then being charged to franchisees generally for opening assistance, including, without limitation, payment of any expenses incurred by Franchisor's trainers (e.g., costs of travel, lodging, meals and wages) (collectively, the "**Per Diem**"). Notwithstanding the generality of the foregoing, if the Restaurant is the first FIVE GUYS® Restaurant developed by Franchisee (and no affiliate of Franchisee has developed a FIVE GUYS® Restaurant pursuant to the Development Agreement), Franchisee shall not be required to pay the Per Diem.

(4) Upon the reasonable request of Franchisee, or as Franchisor shall deem appropriate, Franchisor shall, subject to the availability of personnel, provide Franchisee with additional trained representatives who shall provide on-site remedial training and assistance to the Restaurant's personnel. For additional training and assistance requested by Franchisee, Franchisee may be required to pay the Per Diem.

F. Franchisee and the Controlling Principals understand that compliance by all franchisees and developers operating under the System with Franchisor's training, development and operational requirements is an essential and material element of the System. Franchisee and the Controlling Principals further understand that Franchisor, its affiliates and other FIVE GUYS® franchisees operating under the System consequently expend substantial time, effort, and expense in training management personnel for the development and operation of their respective FIVE GUYS® Restaurants. Accordingly, Franchisee and the Controlling Principals agree that if Franchisee or any Controlling Principal shall, during the term of this Agreement, designate as General Manager, or employ in a managerial position, any individual who is at the time or was within the preceding ninety (90) days employed in a managerial or supervisory position by Franchisor, its affiliates, or any other FIVE GUYS® franchisee, then such former employer of such individual shall be entitled to compensation for the reasonable costs and expenses, of whatever nature or kind, incurred by such employer in connection with the training of such employee. The parties hereto agree that such expenditures may be uncertain and difficult to ascertain and therefore agree that the compensation specified herein reasonably represents such expenditures and is not a penalty. An amount equal to the compensation of such employee for the six (6) month period (or such shorter time, if applicable) immediately prior to the termination of his employment with such former employer shall be paid by Franchisee prior to such individual assuming the position of General Manager or other managerial position, unless otherwise agreed with the former employer. In seeking any individual to serve as General Manager or in such other managerial position, Franchisee and the Controlling Principals shall not discriminate in any manner whatsoever to whom the provisions of this Section apply, on the basis of the compensation required to be paid hereunder, if Franchisee or any Controlling Principal designates or employs such individual. The parties hereto expressly acknowledge and agree that no current or former employee of Franchisor, its affiliates, Franchisee, or of any other entity operating under the System shall be a third party beneficiary of this Agreement or any provision hereof. Notwithstanding the generality of the above, solely for purposes of bringing an action against Franchisee to collect payments due under this Section, such former employer shall be a third party beneficiary of this Section VI.F. Franchisor hereby expressly disclaims any representations and warranties regarding the performance of any employee or former employee of Franchisor, its affiliates or any franchisee or developer under the System, and Franchisor shall not be liable for any losses, of whatever nature or kind, incurred by Franchisee or any Controlling Principal in connection therewith.

G. Franchisee shall comply with all requirements of federal, state and local laws, rules, regulations, and orders.

H. Franchisee shall comply with all other requirements and perform such other obligations as provided hereunder.

VII. FRANCHISE OPERATIONS

A. Franchisee understands the importance of maintaining uniformity among all of the FIVE GUYS® Restaurants and the importance of complying with all of Franchisor's standards and specifications relating to the operation of the Restaurant.

B. Franchisee shall maintain the Restaurant in a high degree of sanitation, repair and condition, and in connection therewith shall make such additions, alterations, repairs and replacements to the Restaurant consistent with Franchisor's then-current standards and specifications and as may be required for that purpose, including such periodic repainting or replacement of obsolete signs, furnishings, fixtures, and equipment (including, without limitation, kitchen equipment, office equipment, service area equipment, electronic point of sale systems, computer hardware, and software systems, collectively, the **"Equipment"**), and décor as Franchisor may reasonably direct in order to maintain system wide integrity and uniformity. Franchisee shall also obtain, at Franchisee's cost and expense, any new or additional Equipment, fixtures, supplies and other products and materials which may be reasonably required by Franchisor. Except as may be expressly provided in the Manuals, no alterations or improvements or changes of any kind in design, Equipment, signs, interior or exterior decor items, fixtures or furnishings shall be made in or about the Restaurant or its premises without the prior written approval of Franchisor.

C. To assure the continued success of the Restaurant, Franchisee shall, upon the request of Franchisor, make other improvements to modernize the Restaurant premises, Equipment, signs, interior and exterior décor items, fixtures, furnishings, supplies and other products and materials required for the operation of the Restaurant to Franchisor's then-current standards and specifications. Notwithstanding the above, Franchisee agrees that it shall make such capital improvements or modifications described in this Section VII.C. if so requested by Franchisor on or after the fifth (5th) anniversary of the Opening Date, or at such other time during the term of this Agreement that a majority of the Restaurants then operated by Franchisor or its affiliates have made or are utilizing best efforts to make such improvements or modifications.

D. Franchisee shall comply with all of Franchisor's standards and specifications relating to the purchase of all food and beverage items, ingredients, supplies, materials, fixtures, furnishings, Equipment and other products used or offered for sale at the Restaurant. Except as provided in Sections VII.F. and VII.G. with respect to certain materials bearing the Marks and proprietary products, Franchisee shall obtain such items from suppliers (including manufacturers, distributors and other sources) who (i) continue to demonstrate the ability to meet Franchisor's then-current standards and specifications, (ii) possess adequate quality controls and capacity to supply Franchisee's needs promptly and reliably, (iii) have been approved in writing by Franchisor prior to any purchases by Franchisee from any such supplier, and (iv) who have not thereafter been disapproved by Franchisor. If Franchisee desires to purchase, lease or use any products or other items from an unapproved supplier, Franchisee shall submit to Franchisor a written request for such approval, or shall request the supplier itself to do so. Franchisee shall not purchase or lease from any supplier until and unless such supplier has been approved in writing by Franchisor. Franchisor 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 Franchisor or to an independent laboratory designated by Franchisor 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. Franchisor reserves the right, at its option, to re-inspect 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 Franchisor's then-current criteria. Nothing in the foregoing shall be construed to require Franchisor to approve or consider any particular supplier.

E. 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 of Franchisor set forth in the Manuals and as may from time to time otherwise be prescribed in writing. In particular, Franchisee also agrees:

(1) To sell or offer for sale all menu items, products and services required by Franchisor and in the method, manner, and style of distribution prescribed by Franchisor in the Manuals or otherwise in writing. Franchisee agrees to comply with the terms of any such distribution program and in connection therewith to execute such documents or instruments that Franchisor may deem necessary to such program.

(2) To (a) sell and offer for sale only the menu items, products and services that have been expressly approved for sale by Franchisor in the Manuals or otherwise in writing, (b) refrain from deviating from Franchisor's standards and specifications without Franchisor's prior written consent, and (c) discontinue selling and offering for sale any menu items, products or services which Franchisor may, in its sole discretion, disapprove in writing at any time.

(3) To (a) maintain in sufficient supply and to use and sell at all times only such food and beverage items, ingredients, products, materials, supplies and paper goods that conform to Franchisor's standards and specifications, (b) prepare all menu items in accordance with Franchisor's recipes and procedures for preparation contained in the Manuals or other written directives, including, but not limited to, the prescribed measurements of ingredients, and (c) refrain from deviating from Franchisor's standards and specifications by the use or offer of non-conforming items or differing amounts of any items without Franchisor's prior written consent.

(4) To permit Franchisor or its agents, during normal business hours, to remove a reasonable number of samples of food or non-food items from Franchisee's inventory or from the Restaurant, without payment therefor, in amounts reasonably necessary for testing by Franchisor or an independent laboratory to determine whether such samples meet Franchisor's then-current standards and specifications. In addition to any other remedies it may have under this Agreement, Franchisor may require Franchisee to bear the cost of such testing.

(5) To purchase or lease and install, at Franchisee's expense, all fixtures, furnishings, Equipment, décor items, signs, and related items as Franchisor may reasonably direct from time to time in the Manuals or otherwise in writing; and to refrain from installing or permitting to be installed on or about the Restaurant premises, without Franchisor's prior written consent, any fixtures, furnishings, Equipment, décor items, signs, games, vending machines or other items not previously approved as meeting Franchisor's standards and specifications. If any of the property described above is leased by Franchisee from a third party, such equipment lease shall be approved by Franchisor, in writing, prior to execution. Franchisor's approval shall be conditioned upon such equipment lease containing the collateral assignment rights of Franchisor.

(6) To (a) grant Franchisor and its agents the right to enter upon the Restaurant premises during normal business hours for the purpose of conducting inspections, (b) cooperate with Franchisor's representatives in such inspections by rendering such assistance as they may reasonably request, and (c) upon notice from Franchisor or its agents and without limiting Franchisor's other rights under this Agreement, take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. Should Franchisee, for any reason, fail to correct such deficiencies within a reasonable time as determined by Franchisor, Franchisor shall have the right and authority (without, however, the obligation) to correct such deficiencies and charge Franchisee a reasonable fee for Franchisor's expenses in so acting, payable by Franchisee immediately upon demand.

(7) To maintain a competent, conscientious, properly trained staff in numbers sufficient to promptly service customers, and to take such steps as are necessary to ensure that such employees preserve good customer relations and comply with such uniform/dress code requirements as Franchisor may prescribe.

(8) To install and maintain the proper Equipment and telecommunications line(s) necessary, and in accordance with Franchisor's specifications, to permit Franchisor to access and retrieve by telecommunication any information stored on Franchisee's electronic point of sale system and related systems (thereby permitting Franchisor to inspect and electronically monitor information concerning the Restaurant's Gross Sales and such other information as may be contained or stored in such equipment and software). At all times during the term of this Agreement, Franchisee shall obtain and maintain continuous and reliable Internet access or other means of electronic communication, as specified by Franchisor from time to time. It shall be a material default under this Agreement if Franchisee fails to maintain such Equipment, lines, and communication methods in operation and accessible to Franchisor at all times throughout the term of this Agreement. Franchisor shall have access as provided herein at such times and in such manner as Franchisor shall from time to time specify.

(9) To honor all credit, charge, courtesy or cash cards or other credit devices required or approved by Franchisor. Franchisee must obtain the written approval of Franchisor prior to honoring any previously unapproved credit, charge, courtesy or cash cards or other credit devices. Franchisee shall ensure that the Restaurant adheres to the standards applicable to electronic payments including PCI (Payment Card Industry) standards or any equivalent thereof. If required by Franchisor or by one of the credit card companies, Franchisee shall provide Franchisor with evidence of compliance with the applicable standards and provide, or make available, to Franchisor copies of any audit, scanning results or related documentation relating to such compliance. Any costs associated with an audit or to gain compliance with these standards (including any penalties) shall be borne by Franchisee. Franchisee shall immediately (in any event within twenty-four (24) hours) notify Franchisor if it suspects, or has been notified by any third party of, a possible security breach related to the cashless system (or related cashless data) used in the Restaurant.

(10) To not issue gift certificates, coupons, scrip or other cash equivalent certificates or devices for use at the Restaurant without the prior written approval of Franchisor. Franchisee must accept all Franchisor issued or approved gift cards and/or certificates presented by customers for purchase of goods or services.

(11) To obtain, at its sole expense, and maintain at all times during the term of this Agreement, such twenty-four (24)-hour monitored security system equipment and services as may from time to time be required by Franchisor for the protection of the Restaurant and the Franchisee's employees and customers. All security system equipment and services must meet the then current standards and specifications established by Franchisor.

F. Franchisee acknowledges and agrees that Franchisor and/or its affiliates have and may continue to develop for use in the System certain Products which are prepared from confidential proprietary recipes and which are trade secrets of Franchisor (together, the "**Proprietary Products**"). Because of the importance of quality and uniformity of production and the significance of such Proprietary Products to the System, it is to the mutual benefit of the parties that Franchisor closely control the production and distribution of such Proprietary Products (including, without limitation, the bread Products). Accordingly, Franchisee agrees that it shall purchase solely from Franchisor, or from a source designated by Franchisor, all of such Proprietary Products. If requested by Franchisor, Franchisee further agrees to purchase from Franchisor or its affiliates for resale to Franchisee's customers certain merchandise identifying the System as Franchisor shall require, such as "FIVE GUYS®" memorabilia and promotional products, in amounts sufficient to satisfy Franchisee's customer demand.

G. Franchisee shall require all signs, decorations, paper goods (including menus and all forms and stationery used in the franchised business), and other items which may be designated by Franchisor to bear the Marks in the form, color, location and manner prescribed by Franchisor.

H. Franchisee shall process and handle all consumer complaints connected with or relating to the Restaurant, and shall promptly notify Franchisor by telephone and in writing of all of the following

complaints: (i) food related illnesses, (ii) safety or health violations, (iii) claims exceeding One Hundred Dollars (\$100.00), and (iv) any other material claims against or losses suffered by Franchisee. Franchisee shall maintain for Franchisor's inspection any inspection reports affecting the Restaurant or Equipment located in the Restaurant during the term of this Agreement and for thirty (30) days after the expiration or earlier termination hereof.

I. Upon the execution of this Agreement or at any time thereafter, Franchisee shall, at the option of Franchisor, execute such forms and documents as Franchisor deems necessary to appoint Franchisor or its designee its true and lawful attorney-in-fact with full power and authority for the sole purpose of assigning to Franchisor or its designee, only upon the termination or expiration of this Agreement (as required under Section XVIII.N.): (i) all rights to the telephone numbers of the Restaurant and any related and other business listings; and (ii) internet listings, domain names, internet Accounts, websites, listings with search engines, e-mail addresses or any other similar listing or usages related to the Restaurant, the System, and/or the Marks. Franchisee agrees that it has no authority to and shall not establish any website or listing on the internet without the expressed written consent of Franchisor (including, without limitation, any internet presence on Facebook, Twitter, Instagram, Pinterest and other social media platforms, "**Social Media**") which consent may be denied without reason.

J. In the event Franchisee sells any food, beverage, products, premiums, novelty items, clothing, souvenirs or performs any services that Franchisor has not prescribed, approved or authorized (in any instance, an "**Unapproved Product or Service**"), Franchisee shall, following notice from Franchisor: (i) immediately cease and desist offering or providing the Unapproved Product or Service, and (ii) pay to Franchisor, on demand, a prohibited product or service fine equal to Two Hundred Fifty Dollars (\$250) per day for each day such Unapproved Product or Service was offered or provided by Franchisee. The prohibited product or service fine shall be in addition to all other remedies available to Franchisor under this Agreement or at law.

K. Franchisee shall sell, issue, and honor only those gift cards (together "**Gift Cards**") that have been prepared utilizing the standards provided by Franchisor in the Manuals or otherwise in writing. Franchisee shall fully honor all Gift Cards regardless of whether a Gift Card was issued by the Restaurant or another FIVE GUYS® Restaurant. Franchisee shall sell, issue, and redeem (without any offset against any Royalty Fees) Gift Cards in accordance with procedures and policies specified by Franchisor in the Manuals or otherwise in writing, including those relating to procedures by which Franchisee shall (i) request reimbursement for Gift Cards issued by other FIVE GUYS® Restaurants, and (ii) make timely payments to Franchisor, other operators of FIVE GUYS® Restaurants, and/or third-party service providers for Gift Cards issued from the Restaurant that are later honored by a Restaurant owned or otherwise controlled by Franchisor's affiliate or another FIVE GUYS® Restaurant operator. In connection with the foregoing, the administration of all Gift Card proceeds and reimbursements shall be controlled by Franchisor or its affiliates.

VIII. ADVERTISING AND RELATED FEES

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

A. Franchisor may from time to time develop and create advertising and sales promotion programs designed to promote and enhance the collective success of all FIVE GUYS® Restaurants operating under the System. Franchisee shall participate in all such advertising and sales promotion programs in accordance with the terms and conditions established by Franchisor for each program. In all aspects of these programs, including, without limitation, the type, quantity, timing, placement and choice of media, market areas and advertising agencies, the standards and specifications established by Franchisor shall be final and binding upon Franchisee. Without limiting the generality of this Section VIII., Franchisor currently does not, nor does it permit Franchisee or any franchisee to, advertise or otherwise participate in any sales promotion activities for any FIVE GUYS® Restaurant outside of those efforts administered by

Franchisor through the Creative Fund described below. Consequently, Franchisee shall not use, or cause any other party to use, the Marks (or any abbreviation or other name associated with Franchisor and/or the System) as part of any advertisement, commercial, or solicitation without first obtaining Franchisor's written consent.

B. In addition to the ongoing Creative Fund contributions set forth herein, Franchisee may be required to spend, annually throughout the term of this Agreement, not less than two percent (2%) of the Gross Sales of the Restaurant on advertising for the Restaurant in its local area ("**Local Advertising**"). If required by Franchisor, Franchisee shall submit to Franchisor annually an advertising expenditure report accurately reflecting such expenditures for the preceding period on or before the 1st day of February following the end of each calendar year, provided that such day is a Business Day. If that day is not a Business Day, then such report shall be due on the next Business Day. In addition to the restrictions set forth below, costs and expenditures incurred by Franchisee in connection with any of the following shall not be included in Franchisee's expenditures on Local Advertising for purposes of this Section, unless approved in advance by Franchisor in writing:

- (1) Incentive programs for employees or agents of Franchisee (including the cost of honoring any coupons distributed in connection with such programs);
- (2) Research expenditures;
- (3) Food costs incurred in any promotion;
- (4) Salaries and expenses of any employees of Franchisee, including salaries or expenses for attendance at advertising meetings or activities;
- (5) Charitable, political or other contributions or donations;
- (6) In-store materials consisting of fixtures or equipment; and
- (7) Seminar and educational costs and expenses of employees of Franchisee.

C. Franchisor shall administer a creative fund for the purpose of promoting and marketing the System on a regional or national basis (the "**Creative Fund**"). Franchisee agrees to contribute up to two percent (2.0%) of the Restaurant's weekly Gross Sales for each week to the Creative Fund (the "**Contributions**"), as Franchisor shall determine from time to time. Such Contributions shall be paid to Franchisor by EFT on or before the Wednesday following each Accounting Period, provided that such day is a Business Day. If that date is not a Business Day, then payment of the Contributions shall be due on the next Business Day. Franchisor may, in its sole discretion, increase or reduce Franchisee's required Contribution to the Creative Fund and/or require Franchisee to allocate to the Creative Fund, all or any portion of Franchisee's required Contributions to a Cooperative as described in Section VIII.D. or expenditures for Local Advertising as described in Section VIII.B. Upon the request of Franchisor, each Contribution to the Creative Fund shall be accompanied by a marketing report itemizing the Gross Sales for the preceding Accounting Period.

Franchisee agrees that the Creative Fund shall be maintained and administered by Franchisor or its designee as follows:

- (1) Franchisor shall direct all promotional programs and shall have sole discretion to approve or disapprove the creative concepts, materials and media used in such programs and the placement and allocation thereof. Franchisee agrees and acknowledges that the Creative Fund is intended to maximize customer service, brand awareness, quality control, general public recognition and acceptance of the Marks (including, without limitation, maintenance and remediation efforts to prevent the potential devaluation of the Marks), and enhance the collective success of all FIVE GUYS® Restaurants operating under the System.

Franchisor shall, with respect to FIVE GUYS® Restaurants operated by Franchisor or any affiliate, submit Contributions to the Creative Fund generally on the same basis as Franchisee. In administering the Creative Fund, Franchisor and its designees undertake no obligation 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 the promotional programs.

(2) Franchisee agrees that the Creative Fund may be used to satisfy any and all costs of maintaining, administering, directing and preparing the Franchisor's secret-shopper program and/or all other internal or external marketing efforts (including, without limitation, the cost of preparing and conducting any franchisee conferences, general marketing campaigns, public relations activities, employing marketing agencies to assist therein, and costs of Franchisor's personnel and other departmental costs for marketing and quality control measures that are internally administered or prepared by Franchisor). All Contributions to the Creative Fund shall be maintained in a separate account by Franchisor and may be used to defray any of Franchisor's general operating expenses, if any, as Franchisor may incur in activities reasonably related to the administration or direction of the Creative Fund programs for franchisees and the System. The Creative Fund and its earnings shall not otherwise inure to the benefit of Franchisor. The Creative Fund is operated primarily as a conduit for collecting the Contributions and expending them towards the marketing and promotional efforts outlined above. Notwithstanding the generality of the foregoing, any rebates or similar allowances duly owed and received by Franchisor as described in Section VIII.I. hereof and subsequently contributed to the Creative Fund shall be subject to the restrictions of this Section VIII.C. and shall not be subject to the Franchisor's discretionary allowance provided for under such Section VIII.H.

(3) A statement of the operations of the Creative Fund shall be prepared annually by Franchisor and shall be made available to Franchisee upon request.

(4) Although the Creative Fund is intended to be of perpetual duration, Franchisor may terminate the Creative Fund. The Creative Fund shall not be terminated, however, until all monies in the Creative Fund have been expended as contemplated above or returned to contributing franchised businesses or those operated by Franchisor or any affiliate, without interest, on the basis of their respective contributions.

D. Franchisee agrees that Franchisor shall have the right, in its reasonable discretion, to designate any geographic area in which two (2) or more FIVE GUYS® Restaurants are located as a region for purposes of establishing an advertising cooperative (each, a "**Cooperative**"). Each Cooperative shall be organized and governed in a form and manner, and shall commence operation on a date, determined in advance by Franchisor in its reasonable discretion. Each Cooperative shall be organized for the exclusive purposes of administering advertising programs and developing, subject to Franchisor's approval pursuant to Section VIII.G., promotional materials for use by the members in Local Advertising. If at the time of the execution of this Agreement a Cooperative has been established for a geographic area that encompasses the Restaurant, or if any such Cooperative is established during the term of this Agreement, Franchisee shall execute such documents as are required by Franchisor immediately upon the request of Franchisor and shall become a member of the Cooperative pursuant to the terms of those documents. Franchisee shall participate in the Cooperative as follows:

(1) Subject to Section VIII.C., Franchisee shall contribute to the Cooperative such amounts required by the documents governing the Cooperative; *provided, however*, Franchisee shall not be required to contribute more than one percent (1%) of Franchisee's Gross Sales during each Accounting Period to the Cooperative unless, subject to Franchisor's reasonable approval, the members of the Cooperative agree to the payment of a larger fee. Any and all contributions to a Cooperative shall also be applied toward the satisfaction of the Franchisee's Local Advertising requirement set forth in Section VIII.B.;

(2) Franchisee shall submit to the Cooperative and to Franchisor such statements and reports as may be required by Franchisor or by the Cooperative. All contributions to the Cooperative shall be maintained and administered in accordance with the documents governing the Cooperative. The Cooperative shall be operated solely as a conduit for the collection and expenditure of the Cooperative fees for the purposes outlined above; and

(3) No advertising or promotional plans or materials may be used by the Cooperative or furnished to its members without the prior approval of Franchisor. All such plans and materials shall be submitted to Franchisor in accordance with the procedure set forth in Section VIII.F.

E. Regardless of whether Franchisor establishes a Creative Fund under Section VIII.C. and/or a Cooperative established under Section VIII.D. applicable to the Restaurant, the total required advertising contributions or payments by Franchisee under this Section VIII. to (i) the Creative Fund, (ii) the Cooperative, and (iii) the Local Advertising obligations, shall never exceed four percent (4%) of Franchisee's Gross Sales.

F. All marketing and promotion by Franchisee in any medium shall be conducted in a professional manner and shall conform to the standards and requirements of Franchisor as set forth in the Manuals. Franchisee shall obtain Franchisor's approval of all marketing and promotional plans and materials prior to use if such plans and materials have not been prepared by Franchisor or previously approved by Franchisor during the twelve (12) months prior to their proposed use. Franchisee shall submit such unapproved plans and materials to Franchisor, and Franchisor shall approve or disapprove such plans and materials within fifteen (15) Business Days of Franchisor's receipt thereof, which approval shall not be unreasonably withheld. Franchisee shall not use such unapproved plans or materials until they have been approved by Franchisor, and shall promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved, upon notice from Franchisor. Franchisee shall not advertise or use the Marks in any fashion on the internet, world wide web or via other means of advertising through telecommunication without the express written consent of Franchisor. Franchisor has sole discretion and control over any Social Media presence using, displaying, or otherwise relating to the Marks. Franchisor may use part of the Contributions collected pursuant to Section VIII.C. under this Agreement to pay, reimburse, or defray the costs associated with the development, maintenance, operation, and/or updates to its presence on Social Media. Franchisor may elect, but is in no way required, to establish guidelines under which Franchisee may establish profiles or otherwise establish a presence on Social Media platforms ("**Social Media Guidelines**"). In such event, Franchisee must comply with the standards, protocols and restrictions proscribed by Franchisor in the Social Media Guidelines or otherwise in writing.

G. With respect to the offer and sale of all menu and beverage Products, Franchisor may from time to time offer guidance with respect to the selling price for such goods, products and services. Except with respect to maximum prices set forth below, Franchisee is in no way bound to adhere to any such recommended or suggested price. Franchisee shall have the right to sell its products and provide services at any price that Franchisee may determine, except that Franchisor reserves the right to establish maximum prices for any given product or service nationwide or within an advertising market (as determined by Franchisor) to the extent such maximum prices are for a limited time only. Franchisee shall not exceed any maximum price established by Franchisor, but at all times remains free to charge any price below the maximum established by Franchisor. Franchisee shall execute any instruments or other writings required by Franchisor to facilitate the provision of such products and services. If Franchisee elects to sell any or all of its Products at any price recommended by Franchisor, Franchisee acknowledges that Franchisor has made no guarantee or warranty that offering such Products at the recommended price shall enhance Franchisee's sales or profits.

H. In the event that any volume discounts, rebates, allowances, or other similar discounts are received by the Franchisor from any manufacturer or other supplier designated by the Franchisor on account of purchases made by the Franchisor for its account or for the account of the Franchisee, or by the Franchisee directly for his/her own account, the Franchisor shall have the option of remitting same to the

Creative Fund or retain the full amount of the said volume discounts, rebates, allowances, or other similar discounts.

I. Franchisor, Franchisee, and the Controlling Principals recognize the potentially detrimental impact of unauthorized media interviews on the goodwill and public image of the System. Consequently, Franchisee and the Controlling Principals shall not, and shall take all steps necessary to cause each Franchisee Designee to not, engage in any interviews, discussions, photo opportunities, or similar conversations (in any such instance, an “**Interview**”) with any media channel, media internet source, news publication, journalist, reporter, blogger, or similar media outlet (in any such instance, the “**Media**”) wherein such Interview identifies, or reasonably could identify, the Franchisee, the Controlling Principals, the Franchisee Designees, or the Restaurant as being associated with the Marks and/or the System. The parties acknowledge and agree that full compliance with the foregoing Media restriction is of substantial importance to Franchisor, and any breach shall be deemed a material breach of this Agreement and each Other Agreement with no opportunity to cure.

IX. MARKS

A. Franchisor grants Franchisee the right to use the Marks during the term of this Agreement solely at the Restaurant from its Approved Location and in accordance with the System and related standards and specifications.

B. Franchisee expressly understands and acknowledges that:

(1) As between Franchisor and Franchisee, Franchisor is the sole licensor and beneficial owner of all right, title and interest in and to the Marks and the goodwill associated with and symbolized by them.

(2) Neither Franchisee nor any Controlling Principal shall take any action that would prejudice or interfere with the validity of Franchisor’s rights with respect to the Marks. Nothing in this Agreement shall give the Franchisee any right, title, or interest in or to any of the Marks or any service marks, trademarks, trade names, trade dress, logos, copyrights or proprietary materials, except the right to use the Marks and the System in accordance with the terms and conditions of this Agreement for the operation of the Restaurant from its Approved Location and in approved advertising related to the Restaurant. Franchisee understands and agrees that the limited license to use the Marks granted hereby applies only to such Marks as are designated by Franchisor, and which are not subsequently designated by Franchisor as being withdrawn from use, together with those which may hereafter be designated by Franchisor in writing. Franchisee expressly understands and agrees that it is bound not to represent in any manner that it has acquired any ownership or equitable rights in any of the Marks by virtue of the limited license granted hereunder, or by virtue of Franchisee’s use of any of the Marks.

(3) Franchisee understands and agrees that any and all goodwill arising from Franchisee’s use of the Marks and the System shall inure solely and exclusively to Franchisor’s benefit, and upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee’s use of the Marks.

(4) Franchisee shall not contest the validity of Franchisor’s or any affiliate’s interest in the Marks or assist others to contest the validity of or Franchisor’s or any affiliate’s interest in the Marks.

(5) Franchisee acknowledges that any unauthorized use of the Marks shall constitute an infringement of Franchisor’s rights in the Marks and a material event of default hereunder. Franchisee agrees that it shall provide Franchisor with all assignments, affidavits, documents, information and assistance Franchisor reasonably requests to fully vest in Franchisor or its affiliate all such rights, title and interest in and to the Marks, including all such items as are reasonably requested by Franchisor to register, maintain and enforce such rights in the Marks.

(6) If it becomes advisable at any time, in the discretion of Franchisor, to modify or discontinue use of any Mark and/or to adopt or use one or more additional or substitute proprietary marks, then Franchisee shall be obligated to comply with any such instruction by Franchisor. Franchisor shall have no obligation in such event to reimburse Franchisee for its documented expenses of compliance. Franchisee waives any claim arising from or relating to any Mark change, modification or substitution. Franchisor shall not be liable to Franchisee for any expenses, losses or damages sustained by Franchisee as a result of any Mark addition, modification, substitution or discontinuation. Franchisee covenants not to commence or join in any litigation or other proceeding against Franchisor for any of these expenses, losses or damages.

C. With respect to Franchisee's limited licensed use of the Marks pursuant to this Agreement, Franchisee further agrees that:

(1) Unless otherwise authorized or required by Franchisor, Franchisee shall operate the Restaurant only under the name "FIVE GUYS" and "FIVE GUYS BURGERS AND FRIES", each without prefix or suffix. Franchisee shall not use the Marks, or any derivation thereof, as part of its corporate or other legal name, and shall obtain the Franchisor's approval of such corporate or other legal name prior to filing it with the applicable state authority.

(2) During the term of this Agreement and any renewal hereof, Franchisee shall at all times identify itself as the independent owner and operator of the Restaurant in conjunction with any use of the Marks, including, but not limited to, 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 Franchisor may designate in writing.

(3) Franchisee shall not use the Marks to incur any obligation or indebtedness on behalf of Franchisor or its affiliates.

(4) Franchisee shall comply with Franchisor's instructions in filing and maintaining the requisite trade name or fictitious name registrations, and shall execute any documents deemed necessary by Franchisor or its counsel to obtain protection of the Marks or to maintain their continued validity and enforceability.

D. Franchisee shall notify Franchisor immediately by telephone and thereafter in writing of any apparent infringement of or challenge to Franchisee's use of any Mark, of any claim by any person of any rights in any Mark, and Franchisee and the Controlling Principals shall not communicate with any person other than Franchisor or any designated affiliate thereof, their counsel and Franchisee's counsel in connection with any such infringement, challenge or claim. Franchisor shall have complete discretion to take such action as it deems appropriate in connection with the foregoing, and the right to control exclusively, or to delegate control to any of its affiliates, of any settlement, litigation or Patent and Trademark Office or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to any Mark. Franchisee agrees to execute any and all instruments and documents, render such assistance, and do such acts or things as may, in the opinion of Franchisor, reasonably be necessary or advisable to protect and maintain the interests of Franchisor or any affiliate in any litigation or other proceeding or to otherwise protect and maintain the interests of Franchisor or any other interested party in the Marks. Franchisor shall indemnify Franchisee and hold it harmless from and against any and all claims, liabilities, costs, damages and reasonable expenses for which Franchisee is held liable in any proceeding arising out of Franchisee's use of any of the Marks (including settlement amounts), provided that the conduct of Franchisee and the Controlling Principals with respect to such proceeding and use of the Marks is in full compliance with the terms of this Agreement.

E. The right and license of the Marks granted hereunder to Franchisee is non-exclusive, and Franchisor and its affiliates have and retain the following rights, among others, subject only to the limitations of Section I.:

(1) To grant other licenses for use of the Marks outside of the Primary Area of Responsibility;

(2) To develop and establish other systems using the Marks or other names or marks and to grant licenses thereto without providing any rights to Franchisee; and

(3) To engage, directly or indirectly, through its employees, representatives, licensees, assigns, agents and others, at wholesale, retail or otherwise, in (a) the production, distribution, license and sale of products and services, and (b) the use in connection with such production, distribution and sale, of the Marks and any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics as may be developed or used from time to time by Franchisor.

X. CONFIDENTIALITY AND NON-COMPETITION COVENANTS

A. (1) To protect the reputation and goodwill of Franchisor and to maintain high standards of operation under the Marks, Franchisee shall conduct its business in accordance with the Manuals, other written directives which Franchisor may issue to Franchisee from time to time, and any other manuals and materials created or approved by Franchisor for use in the operation of the Restaurant (collectively, the “**Confidential Information**”).

(2) Franchisee and the Controlling Principals shall, and shall cause the Operating Principal and General Manager to, at all times treat and maintain the Confidential Information as private and confidential in accordance with this Section X. Franchisee and the Controlling Principals shall divulge and make available such Confidential Information only to those employees of Franchisee that must have access to it in order to operate the Restaurant. Franchisee and the Controlling Principals shall not at any time copy, duplicate, record or otherwise reproduce any of the materials comprising the Confidential Information, in whole or in part, or otherwise make the same available to any person other than those authorized above.

(3) The Manuals and all other Confidential Information shall at all times remain the sole property of Franchisor, shall at all times be kept in a secure place on the Restaurant premises, and shall be returned to Franchisor immediately upon request or upon termination or expiration of this Agreement.

(4) The Manuals and all other Confidential Information shall supplement and be deemed part of this Agreement.

(5) Franchisor may from time to time revise the contents of the Manuals, the Videos, and/or any other materials containing Confidential Information and created or approved for use in the operation of the Restaurant. Franchisee expressly agrees to comply with each new or changed standard promulgated by the Franchisor. Franchisee shall remove and return to Franchisor all pages of the Manuals that have been replaced or updated by Franchisor, and shall return to Franchisor all Videos that are replaced with updated copies.

(6) Franchisee shall at all times ensure that the Manuals are kept current and up to date. In the event of any dispute as to the contents of the Manuals, the terms of the master copy of the Manuals maintained by Franchisor on the extranet accessible by Franchisee shall control.

B. (1) Neither Franchisee nor any Controlling Principal shall, during the term of this Agreement or thereafter, communicate, divulge or use for the benefit of any other person, persons,

partnership, association or corporation and, following the expiration or termination of this Agreement, they shall not use for their own benefit any Confidential Information, knowledge or know-how concerning the methods of operation of the Restaurant which may be communicated to them or of which they may be apprised in connection with the operation of the Restaurant under the terms of this Agreement. Any and all information, knowledge, know-how, techniques and any materials used in or related to the System which Franchisor provides to Franchisee in connection with this Agreement shall be deemed Confidential Information for purposes of this Agreement. The covenants in this Section X. shall survive the expiration, termination or transfer of this Agreement or any interest herein and shall be perpetually binding upon Franchisee and each of the Controlling Principals.

(2) If Franchisee or the Controlling Principals develop any new concept, process product, recipe, or improvement in the operation or promotion of the Restaurant, Franchisee is required to promptly notify Franchisor and provide Franchisor with all necessary related information, without the benefit of compensation. Franchisee and the Controlling Principals acknowledge that any such concept, process product, recipe, or improvement shall become the property of Franchisor, and Franchisor may use or disclose such information to other FIVE GUYS® franchisees or developers as it determines to be appropriate, also without the benefit of compensation.

C. (1) Franchisee and the Controlling Principals specifically acknowledge that, pursuant to this Agreement, Franchisee and the Controlling Principals shall receive valuable training, trade secrets and Confidential Information, including, without limitation, information regarding the operational, sales, promotional and marketing methods and techniques of Franchisor and the System which are beyond the present skills and experience of Franchisee and the Controlling Principals and Franchisee's managers and employees (collectively, "**Proprietary Information**"). Franchisee and the Controlling Principals acknowledge that such Proprietary Information provides a competitive advantage and shall be valuable to them in the development and operation of the Restaurant, and that gaining access to such Proprietary Information is, therefore, a primary reason why such persons are entering into this Agreement. In consideration for such Proprietary Information and related rights, Franchisee and the Controlling Principals covenant that during the term of this Agreement, except as otherwise approved in writing by Franchisor, neither Franchisee nor any of the Controlling Principals shall, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person(s), partnership or corporation:

(a) Divert, or attempt to divert, any business or customer of the Restaurant 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 Marks and the System.

(b) Own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist, or make loans to any restaurant brand that specializes in the service of primarily (individually or collectively) hamburgers, hot dogs or french fries - or related iterations thereof (e.g., cheeseburgers) - and has locations operating in the United States or any other country, province, or geographic area in which the Marks have either been registered or where Franchisor and/or its affiliate have sought registration of the Marks (any such restaurant brand, a "**Competing Restaurant**"). For purposes of clarification, any restaurant brand that derives, or shall reasonably derive, twenty five percent (25%) or less of its annual revenue from the collective sale of hamburgers, hotdogs and french fries (including related iterations thereof (e.g., cheeseburgers)) shall not be deemed a Competing Restaurant. Additionally, so long as Franchisee and the Controlling Principals adhere to the confidentiality restrictions set forth in this Agreement and in each of the Other Agreements, the restrictions contained in this Section X.C.(1)(b) shall also not apply to any Competing Restaurant owned and operated by entities in which Franchisee or a Controlling Principal owns only a nominal (i.e., ten percent (10%) or less), passive, and non-voting equity interest.

(2) For a continuous, uninterrupted period commencing upon the expiration, termination, or transfer of all of Franchisee's interest in this Agreement (or, with respect to each of the

Controlling Principals, the time such individual or entity ceases to satisfy the definition of a “Controlling Principal” as described in Section XIX.R. of this Agreement) and continuing for two (2) years thereafter, neither Franchisee nor any of the Controlling Principals shall, directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person, persons, or Entity:

(a) Divert, or attempt to divert, any business or customer of the Restaurant hereunder 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 Marks and the System.

(b) Employ, or seek to employ, any person who is at that time or was within the preceding ninety (90) days employed by Franchisor, any of its affiliates or by any other FIVE GUYS® franchisee or developer of Franchisor, or otherwise directly or indirectly induce such person to leave such person’s employment.

(c) Own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in any Entities, trusts, unincorporated associations or joint ventures), advise, assist or make loans to any Competing Restaurant which business is, or is intended to be, located within the Primary Area of Responsibility or within a twenty-five (25) mile radius of the location of any FIVE GUYS® Restaurant in existence or under construction at any given time during such period. So long as Franchisee and the Controlling Principals adhere to the confidentiality restrictions set forth in this Agreement and in each of the Other Agreements, the restrictions contained in this Section X.C.(2)(c) shall also not apply to any Competing Restaurant owned and operated by entities in which Franchisee or a Controlling Principal owns only a nominal (i.e., ten percent (10%) or less), passive, and non-voting equity interest.

(3) Franchisee agrees that the time periods contained in this Section X will be tolled for any period during which Franchisee or any Controlling Principals is in breach of the covenants and any other period during which Franchisor seeks to enforce this Agreement. The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor. The parties agree that each of the covenants herein 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 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Franchisee and the Controlling Principals expressly agree 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.

(a) Franchisee and the Controlling Principals understand and acknowledge that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Section X.C. in this Agreement, or any portion thereof, without their consent, effective immediately upon notice to Franchisee; and Franchisee and the Controlling Principals agree that they shall comply with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section XIX.B. hereof.

(b) Franchisee and the Controlling Principals expressly agree that the existence of any claims they may have against Franchisor (arising from this Agreement or otherwise) shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section.

(c) Sections X.C.(1)(b) and (2)(c) shall not apply to ownership of less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly held corporation.

D. Franchisee and the Controlling Principals acknowledge that any failure to comply with the requirements of this Section shall constitute a material event of default under Section XVII. hereof.

Franchisee and the Controlling Principals acknowledge that a violation of the terms of this Section would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Franchisee and the Controlling Principals accordingly consent to the issuance of an injunction prohibiting any conduct by Franchisee or the Controlling Principals in violation of the terms of this Section. Franchisee and the Controlling Principals agree to pay all court costs and reasonable attorneys' fees incurred by Franchisor in connection with the enforcement of this Section, including payment of all costs and expenses for obtaining specific performance of, or injunctive relief against the violation of, the requirements of such Section.

XI. BOOKS AND RECORDS

A. Franchisee shall maintain during the term of this Agreement, and shall preserve for at least three (3) years from the dates of their preparation, full, complete and accurate books, records and accounts (including, but not limited to, sales slips, coupons, purchase orders, payroll records, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, journals and ledgers, records of EFT transactions, and backup or archived records of information maintained on any computer system) in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor from time to time in the Manual or otherwise in writing.

B. In addition to the remittance reports required by Sections IV. and VIII. hereof, Franchisee shall timely comply with the following reporting obligations upon request of Franchisor:

(1) Franchisee shall, at its own expense, submit to Franchisor a profit and loss statement for the Restaurant in the form prescribed by Franchisor (a "**P&L Statement**") for the most recently concluded thirteen (13) four (4) week accounting period (the "**Statement Period**") within fifteen (15) days after the end of each Statement Period during the term hereof. Each P&L Statement may be unaudited, but must be signed by Franchisee's treasurer or chief financial officer or comparable officer attesting that it is true, complete and correct;

(2) Franchisee shall, at its own expense, provide Franchisor with a complete annual financial statement of the Restaurant which has been prepared by an independent certified public accountant (an "**Annual Statement**") within ninety (90) days after the end of each fiscal year. The Annual Statement shall accurately reflect the results of operations of the Restaurant during such fiscal year and may be unaudited; *provided, however*, that Franchisor reserves the right, pursuant to Section XI.C. hereof, to require that the Annual Statement be audited by an independent certified public accountant at Franchisee's cost and expense if an inspection discloses an understatement of two percent (2%) or more; and

(3) Franchisee shall also submit to Franchisor, for review or auditing, such other forms, reports, records, information and data as Franchisor may reasonably designate and which pertain to the Restaurant, in the form and at the times and places reasonably required by Franchisor, upon request and as specified from time to time in writing.

C. Franchisor or its designees shall have the right to review, audit, examine and copy any or all of Franchisee's books and records relating to the Restaurant. Franchisee shall make such books and records available to Franchisor or its designees immediately upon request. If any required Royalty Fees to Franchisor are delinquent, or if an inspection should reveal that such payments have been understated in any Royalty Report, then Franchisee shall immediately pay Franchisor the amount overdue or understated upon demand with interest determined in accordance with the provisions of Section IV.B.(4). If an inspection discloses an understatement in any report of two percent (2%) or more, Franchisee shall, in addition, reimburse Franchisor for all costs and expenses connected with the inspection (including, without limitation, reasonable accounting and attorneys' fees). These remedies shall be in addition to any other remedies Franchisor may have at law or in equity.

D. Franchisee understands and agrees that the receipt or acceptance by Franchisor of any Royalty Reports furnished or Royalty Fees paid to Franchisor (or the cashing of any royalty checks or processing of any EFT payments) shall not preclude Franchisor from questioning the correctness thereof at any time and, in the event that any inconsistencies or mistakes are discovered in such statements or payments, they shall immediately be rectified by the Franchisee and the appropriate payment shall be made by the Franchisee.

E. Franchisee hereby authorizes (and agrees to execute any other documents deemed necessary to effect such authorization) all banks, financial institutions, businesses, suppliers, manufacturers, contractors, vendors and other persons or entities with which Franchisee does business to disclose to Franchisor any requested financial information in their possession relating to Franchisee or the Restaurant. Franchisee authorizes Franchisor to disclose data from Franchisee's reports, if Franchisor determines, in its sole discretion, that such disclosure is necessary or advisable, which disclosure may include disclosure to prospective or existing franchisees or other third parties.

F. Franchisee hereby appoints Franchisor its true and lawful attorney-in-fact with full power and authority, for the sole purpose of obtaining any and all returns and reports filed by Franchisee with any state and/or federal taxing authority pertaining to the Restaurant. This power of attorney shall survive the expiration or termination of this Agreement.

XII. INSURANCE

A. (1) Upon execution of this Agreement, Franchisee shall procure at its own expense, and maintain in full force and effect at all times during the term of this Agreement, an insurance policy or policies protecting Franchisee and, separately, Franchisor (collectively with Franchisor's affiliates, successors and assigns, and their respective partners and the officers, directors, shareholders, partners, agents, representatives, independent contractors and employees of each of them, the "**Designees**") against any demand or claim with respect to personal injury, death or property damage, or any loss, liability or expense whatsoever arising or occurring upon or in connection with the Restaurant.

(2) Such policy or policies shall be written by a responsible carrier or carriers reasonably acceptable to Franchisor and shall include, at a minimum (except as additional coverages and higher policy limits may reasonably be specified by Franchisor from time to time), in accordance with standards and specifications set forth in writing, the following:

(a) Commercial general liability insurance, including property damage, personal injury, advertising injury, completed operations, products liability, and contracts liability in the amount of Two Million Dollars (\$2,000,000) per occurrence and in the aggregate.

(b) Property insurance providing coverage for "All Risks" of physical loss or damage and insuring, at a minimum, all perils insured under the ISO "Special Form Causes of Loss" form, in an amount equal to or greater than the full cost of replacement of the Restaurant premises and all other property in which Franchisee may have an interest with no coinsurance clause for the premises. The property insurance coverage described in the foregoing shall include coverage for business interruption in an amount sufficient to cover no less than twelve (12) months of the Restaurant's Gross Sales (or projected Gross Sales, as the case may be), and Franchisor reserves the right to require that such policy be extended to include coverage for earth movement, flood, wind and hail, and other perils as deemed necessary by Franchisor.

(c) Crime insurance for employee dishonesty in the amount of Ten Thousand Dollars (\$10,000) per occurrence.

(d) Worker's compensation insurance in amounts provided by applicable law or, if permissible under applicable law, a legally appropriate alternative providing substantially similar

compensation for injured workers satisfactory to Franchisor, provided that Franchisee maintains an excess indemnity or “umbrella” policy covering employer’s liability and/or a medical/disability policy covering medical expenses for on-the-job accidents, which policy or policies shall contain such coverage amounts as Franchisee and Franchisor shall mutually agree upon.

(e) Commercial automobile liability insurance coverage for bodily injury and property damage for all owned, rented, leased, and/or hired vehicles used by the Franchisee in connection with the operation of the Restaurant in the amount of One Million Dollars (\$1,000,000) per occurrence and in the aggregate.

(f) Network security, media & cyber liability insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Franchisee’s operations or services with a limit of Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Such coverage shall, at a minimum, include (i) contractual privacy coverage for data breach response and crisis management costs that would be incurred by Franchisor in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center; and (ii) third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks.

(g) Employment practices liability coverage including endorsement for third-party claims in the amount of Two Million Dollars (\$2,000,000) per occurrence and in the aggregate.

(h) Such other insurance as may be required by the state or locality in which the Restaurant is located and operated.

(i) Franchisee may, with the prior written consent of Franchisor, elect to have reasonable deductibles in connection with the coverage required under Sections XII.A(2)(a)-(h) hereof; *provided, however*, neither Franchisor nor its Designees shall be responsible for any deductibles and/or waiting periods that may appear in Franchisee’s policies.

(3) In connection with any construction, renovation, refurbishment or remodeling of the Restaurant, Franchisee shall maintain Builder’s Risk insurance or equivalent course of construction coverage on its property insurance in an amount sufficient to cover the contract value of the project plus any existing property (and such insurance shall be extended to provide “*delay in opening*” coverage, where available).

(4) Franchisee’s obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee’s performance of that obligation relieve it of liability under the indemnity provisions set forth in Section XV of this Agreement.

(5) All policies obtained and maintained by Franchisee shall (i) contain cross liability coverage and severability on interests language, (ii) include a waiver of subrogation in favor of Franchisor and its Designees (to the extent permitted by law), (iii) be primary and non-contributory with any and all coverages held by Franchisor and/or its Designees, and (iv) be issued by an insurance company rated at least ‘A’ ‘VIII’ in the most current edition of A.M. Best Guide. Franchisee shall also cause Franchisor and its Designees to be included as additional insured under all above policies except worker’s compensation insurance, and such policies shall expressly provide that any interest of Franchisor therein shall not be affected by any breach by Franchisee of any policy provisions. All such policies shall contain a provision

that Franchisor and its Designees, although named as additional insured, shall nevertheless be entitled to recover under such policies on any loss occasioned to Franchisor or its servants, agents or employees by reason of the negligence of Franchisee or its servants, agents or employees.

(6) Upon execution of this Agreement, and thereafter in accordance with Section IV. hereof and thirty (30) days prior to the expiration of any such policy, Franchisee shall deliver to Franchisor the Certificates of Insurance and Endorsements evidencing the existence and continuation of proper coverage with limits not less than those required hereunder. In addition, if requested by Franchisor, Franchisee shall deliver to Franchisor a copy of the insurance policy or policies required hereunder. Further, all insurance policies required hereunder shall expressly provide that no less than thirty (30) days' prior written notice shall be given to Franchisor in the event of a material alteration to or cancellation of the policies. In accordance with the foregoing, all delivered Certificates of Insurance and Endorsements evidencing the existence and continuation of proper coverage shall be sent electronically to insurance@fiveguys.com, and with hard copies to the following address upon request, or such other address(es) as Franchisor may designate from time to time:

FIVE GUYS FRANCHISOR, LLC
10718 Richmond Highway
Lorton, Virginia 22079
Attention: Risk Management Department

(7) Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by Franchisor in writing, Franchisor shall have the right and authority, but not the obligation, to immediately procure such insurance and charge the same to Franchisee, which shall be payable by Franchisee immediately upon notice. The foregoing remedies shall be in addition to any other remedies Franchisor may have at law or in equity.

XIII. DEBTS AND TAXES

A. Franchisee shall promptly pay when due all Taxes (as defined below), levied or assessed, and all accounts and other indebtedness of every kind incurred by Franchisee in the conduct of the franchised business under this Agreement. Without limiting the provisions of Section XV., Franchisee shall be solely liable for the payment of all Taxes and shall indemnify Franchisor for the full amount of all such Taxes and for any liability (including penalties, interest and expenses) arising from or concerning the payment of Taxes actually owed by Franchisee. If requested by Franchisor, Franchisee shall submit to Franchisor a copy of all tax filings sent to all applicable tax authorities within ten (10) Business Days.

B. Each payment to Franchisor required under this Agreement shall be made free and clear and without deduction for any Taxes. As used herein, the term “**Taxes**” means any present or future taxes, levies, imposts, duties or other charges of whatsoever nature, including any interest or penalties thereon, imposed by any government or political subdivision of such government on or relating to the operation of the Restaurant.

C. 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 the procedures of the taxing authority or applicable law. However, in no event shall Franchisee permit or otherwise cause 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.

D. Franchisee shall comply with all federal, state and local laws, rules and regulations and shall timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of the Restaurant, including, without limitation, licenses to do business, fictitious name registrations, sales tax

permits, fire clearances, health permits, certificates of occupancy and any permits, certificates or licenses required by any environmental law, rule or regulation.

E. Franchisee shall notify Franchisor in writing within five (5) days of 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, which may adversely affect the operation or financial condition of the Restaurant.

XIV. TRANSFER OF INTEREST

A. Franchisor shall have the right, without the need for Franchisee's consent, to assign, transfer and/or sell its rights under this Agreement to any person, partnership, corporation or other legal Entity, provided that the transferee agrees in writing to assume all obligations undertaken by Franchisor herein and Franchisee receives a statement from both Franchisor and its transferee to that effect. Upon such assignment and assumption, Franchisor shall be under no further obligation hereunder, except for accrued liabilities, if any. Franchisee further agrees and affirms that Franchisor may (i) go public, (ii) engage in a private placement of some or all of its securities, (iii) merge, acquire other corporations, or be acquired by another corporation, and/or (iv) undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. Franchisee specifically waives any and all other claims, demands or damages arising from or related to the foregoing activities including, without limitation, any claim of divided loyalty, breach of fiduciary duty, fraud, breach of contract or breach of the implied covenant of good faith and fair dealing.

Franchisee further agrees that Franchisor has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities as FIVE GUYS® Restaurants operating under the Marks or any other marks following Franchisor's purchase, merger, acquisition or affiliation, regardless of the location of these facilities, *provided, however*, Franchisor agrees that it shall not convert any acquired facility located within the Primary Area of Responsibility, if any, into a FIVE GUYS® Restaurant.

If Franchisor assigns its rights in this Agreement, nothing herein shall be deemed to require Franchisor to remain in the restaurant business or to offer or sell any products or services to Franchisee.

B. (1) Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee, and that Franchisor has granted rights under this Agreement in reliance on the business skill, financial capacity and personal character of Franchisee and the Controlling Principals. Accordingly, neither Franchisee nor any Controlling Principal, nor any successor or assign of Franchisee or any Controlling Principal, shall sell, assign (including, without limitation, by operation of law due to an assignment under bankruptcy or insolvency laws, intestate succession, divorce or otherwise), transfer, convey, give away, pledge, mortgage or otherwise encumber any direct or indirect interest in this Agreement, in the Restaurant (and/or all, or substantially all, of the Restaurant's material assets), in Franchisee or in any Controlling Principal that is an Entity, in each case without the prior written consent of Franchisor. Any purported assignment or transfer, by operation of law or otherwise, made in violation of this Agreement shall be null and void and shall constitute a material event of default under this Agreement.

(2) If Franchisee or a Controlling Principal wishes to (i) transfer all or part of its interest in this Agreement, the Restaurant, or all, or substantially all, of the Restaurant's material assets, or (ii) transfer any ownership interest in Franchisee or in a Controlling Principal that is an Entity, then in each such case (any or all of which are referred to in this Section XIV. as a "**Restricted Transfer**"), the transferor and the proposed transferee shall first apply to Franchisor for its consent and may concurrently request a waiver of Franchisor's rights under Section XIV.D. Without limiting its rights under Section XIV.D.,

Franchisor agrees that it shall not unreasonably withhold its consent to a Restricted Transfer. Among other conditions, Franchisor may require any or all of the following as conditions to its approval:

(a) All of the accrued monetary and other outstanding obligations of Franchisee (and any of its affiliates) to Franchisor (or any of its affiliates) arising under this Agreement or any other agreement shall have been satisfied in a timely manner and Franchisee shall have satisfied all trade accounts and other debts, of whatever nature or kind, in a timely manner;

(b) Franchisee and its affiliates shall not be in default of any provision of this Agreement or any Other Agreement at the time of the transaction;

(c) Franchisor, the transferor and its principals (if applicable) shall execute a general release, in a form reasonably satisfactory to Franchisor, of any and all claims against Franchisor, its affiliates, and its Designees, including, without limitation, claims arising under this Agreement, any agreement directly or indirectly related to this Agreement, and all applicable laws;

(d) The proposed transferee shall demonstrate to Franchisor's reasonable satisfaction that it meets the criteria considered by Franchisor when reviewing a prospective franchisee's application for a franchise, including, but not limited to, (i) Franchisor's educational, managerial and business standards, (ii) the proposed transferee's good moral character, business reputation and credit rating, (iii) transferee's aptitude and ability to properly operate the Restaurant (as may be evidenced by prior related business experience or otherwise), (iv) the proposed transferee's financial resources and capital for operation of the Restaurant, and (v) the geographic proximity and number of other Restaurants owned or operated by the proposed transferee;

(e) The proposed transferee shall enter into a written agreement, in a form satisfactory to Franchisor, assuming full, unconditional, joint and several liability for, and agreeing to perform from the date of the transfer, all obligations, covenants and agreements contained in this Agreement; and, if transferee is as Entity, the proposed transferee's shareholders, partners or other investors, as applicable, shall execute such other agreements as Franchisor requires in order to guarantee the performance of all such obligations, covenants and agreements;

(f) The proposed transferee shall execute a Franchise Agreement having material terms substantially similar in all material respects to this Agreement (i.e., the fees, protected territory, and renewal rights), together with such other ancillary agreements substantially similar to the forms attached hereto (and if the proposed transferee is an Entity, transferee's shareholders, partners, or other investors, as applicable, shall also execute such agreements as Franchisor requires in order to guarantee the performance of all such obligations, covenants and agreements);

(g) The proposed transferee, at its expense, shall renovate, modernize and otherwise upgrade the Restaurant and conform it to the then-current standards and specifications of the System, and shall complete the upgrading and other requirements which conform to the system wide standards within the time period reasonably specified by Franchisor;

(h) The transferor shall remain liable for all of the obligations to Franchisor in connection with the Restaurant incurred prior to the effective date of the transfer and shall execute any and all instruments reasonably requested by Franchisor to evidence such liability;

(i) At the proposed transferee's expense, the transferee, the transferee's operating principal, general manager, as applicable, and/or any other applicable Restaurant personnel shall complete any training programs then in effect for franchisees of FIVE GUYS® Restaurants upon such terms and conditions as Franchisor may reasonably require;

(j) Franchisee shall pay a transfer fee of Five Thousand Dollars (\$5,000) to Franchisor for the transfer of this Agreement to cover the allocated costs of interdepartmental review and document preparation; and

(k) If the proposed transferee is an Entity, the transferee shall make and shall be bound by any or all of the representations, warranties and covenants set forth at Section VI. as Franchisor requests. Transferee shall provide to Franchisor evidence satisfactory to Franchisor that the terms of such Section have been satisfied and are true and correct on the date of transfer.

(3) Franchisee shall not grant a security interest in the Restaurant or in any of Franchisee's assets at the Restaurant without Franchisor's prior written consent. For purposes of clarification, Franchisee acknowledges and agrees that in no event may this Agreement, the Development Agreement, or any Other Agreement signed in connection this Agreement or the Development Agreement be pledged as collateral or otherwise encumbered as security for any loan or other financial transaction to which Franchisee or a Controlling Principal is a party.

(4) Franchisee acknowledges and agrees that each condition which must be met by the transferee is reasonable and necessary to assure such transferee's full performance of the obligations hereunder.

C. In the event the proposed transfer is from one or more individuals to an Entity formed solely for the convenience of ownership, Franchisor's consent may be conditioned upon any of the requirements set forth at Section XIV.B.(2), except that the requirements set forth at Sections XIV.B.(2)(c), (d), (f), (g), (i), (j) and (k) shall not apply so long as each individual retains the same proportionate ownership interest in the Entity as he or she had prior to the transfer.

D. If Franchisee or a Controlling Principal wishes to enter into a Restricted Transfer constituting a transfer all or part of its interest in this Agreement, the Restaurant, or all, or substantially all, of the Restaurant's material assets (such transferring party being referred to as the "**Seller**"), then such Seller shall first notify Franchisor in writing of its intent (the "**Transfer Notice**"), and shall provide such information and documentation relating to the contemplated Restricted Transfer as Franchisor may require. Franchisor shall have the right and option, exercisable within thirty (30) days after receipt of such written Transfer Notice and copies of all other documentation required by Franchisor, to send written notice to the Seller that Franchisor intends to purchase the Seller's interest on the terms and conditions stipulated in the written Transfer Notice. In the event that Franchisor elects to purchase the Seller's interest, closing on such purchase must occur within the latter of (a) thirty (30) days from the date of notice to the Seller of the election to purchase by Franchisor, (b) thirty (30) days from the date Franchisor receives or obtains all necessary and requested documentation, permits and approvals, or (c) such other date as the parties agree upon in writing. If Franchisor rejects or otherwise fails to accept the offer terms noted in the Transfer Notice, then Seller shall be free to transfer its interest in the Franchisee or this Agreement, as applicable, upon the identical terms and conditions offered to Franchisor in the Transfer Notice (a "**Third Party Sale**"), subject to the requirements set forth in Section XIV.D. of this Agreement. The closing of any transaction involving a Third Party Sale shall be consummated no later than one hundred and eighty (180) days after the date on which the written Transfer Notice was first delivered to Franchisor. In the event a transaction involving a Third Party Sale is not closed within the foregoing time period, the proposed sale shall again be subject to Franchisor's right of first offer as described herein, unless such subsequent right is waived by Franchisor in writing. Any material change in the terms of any Third Party Sale prior to closing shall constitute a new offer to Franchisor, and shall be subject to the same right of first offer restrictions set forth above. Failure or refusal of Franchisor to exercise the option afforded by this Section XIV.D. shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section XIV.D. relating to a proposed transfer. Failure by Franchisee and/or Controlling Principal to comply with the provisions of this Section XIV.D. prior to the transfer of any interest in Franchisee or in this Agreement shall constitute a material event of default under this Agreement. Franchisor shall be

entitled to assign any and all of its options in this Section to any other party, without the consent of Franchisee.

E. (1) Upon the death of Franchisee (if Franchisee is a natural person) or any Controlling Principal (in each instance, the “**Deceased**”), the executor, administrator or other personal representative of the Deceased shall transfer such interest to a third party approved by Franchisor within twelve (12) months after the death, subject to the restrictions referenced in Section XIV.E.(3) below. If no personal representative is designated or appointed or no probate proceedings are instituted with respect to the estate of the Deceased, then the distributee of such interest must be approved by Franchisor. If the distributee is not approved by Franchisor, then the distributee shall transfer such interest to a third party approved by Franchisor within twelve (12) months after the death of the Deceased subject to the restrictions referenced in Section XIV.E.(3) below.

(2) Upon the permanent disability of Franchisee (if Franchisee is a natural person) or any Controlling Principal (in each case, the “**Injured Person**”), Franchisor may, in its reasonable discretion, require such interest to be transferred to a third party in accordance with the conditions described in this Section XIV. within six (6) months after notice to Franchisee. “**Permanent disability**” shall mean any physical, emotional or mental injury, illness or incapacity which would reasonably prevent a person from performing the obligations set forth in this Agreement or in the guaranty made part of this Agreement for at least ninety (90) consecutive days and from which condition recovery within ninety (90) days from the date of determination of disability is unlikely. Permanent disability shall be determined by a licensed practicing physician approved by both Franchisor and the Injured Person (or the Injured Person’s surrogate in the event Franchisee is unable to make such a selection); *provided, however*, that if the Injured Person refuses to submit to an examination, then such person shall automatically be deemed permanently disabled as of the date of such refusal for the purpose of this Section XIV.E. The costs of any examination required by this Section shall be paid by Franchisor. Approval of a physician selected by Franchisor or the Injured Person shall not be unreasonably withheld, delayed, or conditioned by the other party. In addition, the review and approval process of the physician selected shall primarily include (i) whether the physician is in fact licensed to practice and is in good standing, and (ii) whether the costs charged by the physician are commensurate with the costs typically charged by other physicians in his/her field.

(3) Upon the death or claim of permanent disability of Franchisee or any Controlling Principal, Franchisee or a representative of Franchisee must notify Franchisor of such death or claim of permanent disability within ten (10) days of its occurrence. Any transfer upon death or permanent disability shall be subject to the same terms and conditions as described in this Section for any inter vivos transfer; *provided, however*, such transfers shall not be subject to the five thousand dollar (\$5,000) transfer fee described in Section XIV.B.(2)(j). If an interest is not transferred upon death or permanent disability as required in this Section, then such failure shall constitute a material event of default under this Agreement.

F. Franchisor’s consent to a transfer of any interest described herein shall not constitute a waiver of any claims which Franchisor may have against the transferring party, nor shall it be deemed a waiver of Franchisor’s right to demand exact compliance with any of the terms of this Agreement by the transferee.

G. Securities or partnership interests in Franchisee may be offered to the public or private market (each, a “**Public Offering**”) only with the prior written consent of Franchisor. As a condition of its approval to a Public Offering, Franchisor may, in its sole discretion, require that Franchisee and the Controlling Principals, as applicable, retain a Controlling Interest in the Franchisee following the Public Offering. For the purpose of this Agreement, the term “**Controlling Interest**” shall mean: (a) if Franchisee is a corporation or a limited liability company, that the Controlling Principals, either individually or cumulatively, (i) directly or indirectly own at least fifty-one percent (51%) of the shares of each class of Franchisee’s issued and outstanding capital stock and (ii) be entitled, under its governing documents and under any agreements among the shareholders, to cast a sufficient number of votes to require such corporation to take or omit to take any action which such corporation is required to take or omit to take

under this Agreement; or (b) if Franchisee is a partnership, that the Controlling Principals (i) own at least a fifty-one percent (51%) interest in the operating profits and operating losses of the partnership as well as at least a fifty-one percent (51%) ownership interest in the partnership (and at least a fifty-one percent (51%) interest in the shares of each class of capital stock of any corporate general partner), and (ii) be entitled under its partnership agreement or applicable law to act on behalf of the partnership without the approval or consent of any other partner or be able to cast a sufficient number of votes to require the partnership to take or omit to take any action which the partnership is required to take or omit to take under this Agreement.

H. All materials required for a Public Offering by federal or state law shall be submitted to Franchisor for a limited review as discussed below prior to being filed with any governmental agency, and any materials (including any private placement memoranda) to be used in any exempt offering or private placement shall be submitted to Franchisor for such review prior to use. No offering (public or private) shall imply (by use of the Marks or otherwise) that Franchisor is participating in an underwriting, issuance or offering of securities of Franchisee or Franchisor, and Franchisor's review of any offering materials shall be limited solely to the subject of the relationship between Franchisee and Franchisor and its affiliates. Franchisor may, at its option, require Franchisee's offering materials to contain a written statement prescribed by Franchisor concerning the limitations described in the preceding sentence. Franchisee, its Controlling Principals and the other participants in the Public Offering must fully indemnify Franchisor and its Designees in connection with the Public Offering. For each proposed Public Offering, Franchisee shall pay to Franchisor a non-refundable fee of Five Thousand Dollars (\$5,000) to reimburse Franchisor cover the allocated costs of interdepartmental review and document preparation associated with reviewing the proposed Public Offering, including, without limitation, legal and accounting fees. Franchisee shall give Franchisor written notice at least thirty (30) days prior to the date of commencement of any Public Offering or other transaction covered by Section XIV.G.

I. Notwithstanding the provisions contained in Section XIV.B. to the contrary, the Controlling Principals may freely transfer their ownership interests in Franchisee amongst themselves, so long as Franchisee provides Franchisor with thirty (30) days prior written notice of such transfer containing the names and percentages transferred. In addition, the Controlling Principals may transfer their interests to their respective family members (or trusts created for the benefit of such family members) for estate planning purposes with Franchisor's prior written consent (which consent shall not be unreasonably withheld).

XV. INDEMNIFICATION

A. Franchisee and each of the Controlling Principals shall, at all times, indemnify and hold harmless to the fullest extent permitted by law Franchisor and its Designees (collectively, the "**Indemnitees**"), from all "Losses and Expenses" (as defined in Section XV.D.(2) below) incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal), or any settlement thereof (whether or not a formal proceeding or action has been instituted) which arises out of or is based upon any of the following:

(1) The infringement, alleged infringement, or any other violation or alleged violation by Franchisee or any of the Controlling Principals of any patent, mark or copyright or other proprietary right owned or controlled by third parties (except as such may occur with respect to any right to use the Marks, any copyrights or other proprietary information granted hereunder pursuant to Section X.);

(2) The violation, breach or asserted violation or breach by Franchisee or any of the Controlling Principals of any federal, state or local law, regulation, ruling, standard or directive or any industry standard;

(3) Libel, slander or any other form of defamation of Franchisor, the System or any developer or franchisee operating under the System, by Franchisee or by any of the Controlling Principals;

(4) The violation or breach by Franchisee or by any of the Controlling Principals of any warranty, representation, agreement or obligation in this Agreement or in any Other Agreement; and

(5) Acts, errors, or omissions of Franchisee, the Controlling Principals, and/or any of their respective affiliates, officers, directors, shareholders, partners, agents, representatives, independent contractors and employees (collectively, the “**Franchisee Designees**”) in connection with the establishment and/or operation of the Restaurant.

B. Franchisee and the Controlling Principals agree to give Franchisor prompt notice of any action, suit, proceeding, claim, demand, inquiry, or investigation related to the foregoing (any such instance, an “**Action**”). At the expense and risk of Franchisee and the Controlling Principals, Franchisor may elect to assume (but under no circumstance is obligated to undertake) or select counsel of its own choosing with respect to the defense and/or settlement of any such Action filed against Franchisor. Such an undertaking by Franchisor shall, in no manner or form, diminish the obligation of Franchisee and each of the Controlling Principals to indemnify and hold harmless the Indemnitees.

C. In order to protect the persons, property, and/or reputation or goodwill of Franchisor, its Designees and/or the System, Franchisor may, upon written notice to and written consent from the Franchisee (which consent shall not be unreasonably withheld, delayed, or conditioned), consent or agree to settlements or take such other remedial or corrective action as it deems expedient with respect to an Action if, in Franchisor’s reasonable judgment, there are reasonable grounds to believe that:

(1) any of the acts or circumstances enumerated in Section XV.A.(1) - (4) above have occurred; or

(2) any act, error, or omission as described in Section XV.A.(5) may result directly or indirectly in damage, injury, or harm to any person or any property.

D. (1) All Losses and Expenses incurred under this Section XV. shall be chargeable to and paid by Franchisee or the Controlling Principals pursuant to its indemnity obligations hereof, regardless of any actions, activity or defense undertaken by Franchisor or the subsequent success or failure of such actions, activity, or defense.

(2) As used in this Section XV., the phrase “**Losses and Expenses**” shall include, without limitation, all losses, compensatory, exemplary or punitive damages, fines, charges, costs, expenses, reasonable attorneys’ fees, court costs, settlement amounts, judgments, compensation for damages to the Franchisor’s reputation and goodwill, costs of or resulting from delays, financing, costs of advertising material and media time/space, and costs of changing, substituting or replacing the same, and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

E. The Indemnitees do not assume any liability whatsoever for acts, errors, or omissions of any third party with whom Franchisee, the Controlling Principals, or any of the Franchisee Designees may contract, regardless of the purpose. Franchisee and each of the Controlling Principals shall hold harmless and indemnify the Indemnitees for all Losses and Expenses which may arise out of any acts, errors or omissions of Franchisee, the Controlling Principals, or any of the Franchisee Designees and any such other third parties unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused by an Indemnitee’s negligence or willful misconduct in a ruling determined by a third party arbitrator pursuant to the procedures set forth in Section XIX.G. of this Agreement. For purposes of clarification, any finding by a duly appointed third party arbitrator and/or a court with competent jurisdiction that the cause or causes of any such liability is jointly or partly due to the negligence of both an Indemnitee, on one hand, as well as the Franchisee (or any Franchisee Designee or any Controlling Principal), on the other hand, shall not relieve the Franchisee or any Controlling Principal from the pro rata share of their indemnification obligations as contemplated herein.

F. Under no circumstances shall the Indemnitees be required or obligated to seek recovery from third parties or otherwise mitigate their losses in order to maintain a claim against Franchisee or any of the Controlling Principals. Franchisee and the Controlling Principals agree that the failure to pursue such recovery or mitigate loss shall in no way reduce the amounts recoverable from Franchisee or any of the Controlling Principals by the Indemnitees.

G. Franchisee and the Controlling Principals expressly agree that the terms of this Section XV. shall survive the termination, expiration or transfer of this Agreement or any interest herein.

XVI. RELATIONSHIP OF THE PARTIES

A. The parties acknowledge and agree that this Agreement does not create a fiduciary relationship between them, 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, partner, employee, joint employer or servant of the other for any purpose.

B. During the term of this Agreement, Franchisee shall hold itself out to the public as an independent contractor conducting its Restaurant operations pursuant to the rights granted by Franchisor hereunder. Franchisee agrees to take such action as shall be necessary to that end, including, without limitation, exhibiting a notice of that fact in a conspicuous place on the Restaurant premises established for the purposes hereunder and on all letterhead, business cards, forms, and as further described in the Manuals. Franchisor reserves the right to specify in writing the content and form of such notice.

C. Franchisee understands and agrees that nothing in this Agreement authorizes Franchisee or any Controlling Principal to make any contract, agreement, warranty or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name, and that Franchisor shall in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action, or for any act or omission of Franchisee or any of the Controlling Principals or any claim or judgment arising therefrom.

XVII. TERMINATION

A. (1) Franchisee acknowledges and agrees that (i) each of Franchisee's obligations described in this Agreement is a material and essential obligation of Franchisee, (ii) non-performance of such obligations shall adversely and substantially affect the Franchisor and the System, and (iii) the exercise by Franchisor of the rights and remedies set forth herein is appropriate and reasonable.

(2) 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 or any Controlling Principal (i) shall become insolvent or makes a general assignment for the benefit of creditors, or (ii) files a voluntary petition under any section or chapter of federal bankruptcy law or under any similar law or statute of the United States or any state thereof, or admits in writing its inability to pay its debts when due, or (iii) is adjudicated bankrupt or insolvent in proceedings filed against Franchisee under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States or any state, or (iv) is the subject of any bill in equity or other proceeding for the appointment of a receiver or other custodian for the business or assets of Franchisee or the Controlling Principal, or (v) has its assets or property, or any part thereof, are appointed to a receiver or other custodian (permanent or temporary) by any court of competent jurisdiction, (vi) has filed or instituted against it any proceedings for a composition with creditors under any state or federal law, or (vii) is subject to a final judgment which remains unsatisfied or of record for sixty (60) days or longer (unless superseded bond is filed), (viii) is dissolved, (ix) has an execution levied against its business or property, or (x) is the subject of any suit to foreclose any lien or mortgage against the Restaurant premises or equipment (and such suit or lien is not dismissed within sixty (60) days), or (xi) if the real or personal property of Franchisee's Restaurant shall be sold after levy thereupon by any sheriff, marshal or constable.

(3) Franchisee shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, (except as stated below or otherwise required by law), effective immediately upon notice to Franchisee, upon the occurrence of any of the following events:

(a) If Franchisee operates the Restaurant or otherwise sells any Products at any location other than the Approved Location;

(b) If Franchisee fails to acquire an Approved Location for the Restaurant within the time and in the manner specified in Section II.;

(c) If Franchisee fails to construct the Restaurant in accordance with the plans and specifications provided to Franchisee under Section V.(3);

(d) If Franchisee fails to open the Restaurant for business as a FIVE GUYS® Restaurant within the period specified in Section II.H. hereof.

(e) If Franchisee at any time abandons the Restaurant, loses the right to possession of the premises (e.g., through lease eviction or termination), or otherwise forfeits the right to do or transact business in the jurisdiction where the Restaurant is located; *provided, however*, that this provision shall not apply in cases of Force Majeure so long as Franchisee applies, within thirty (30) days after such event, for Franchisor's approval to relocate or reconstruct the premises (which approval shall not be unreasonably withheld) and Franchisee diligently pursues such reconstruction or relocation;

(f) If Franchisee or any of the Controlling Principals is convicted of, has entered a plea of *nolo contendere* (no contest) to, or has otherwise entered into any plea bargain in connection with, a felony or any crime involving moral turpitude that Franchisor reasonably believes is likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or Franchisor's interests therein;

(g) If a threat or danger to public health or safety, as determined in writing by a governmental agency having jurisdiction over such matters, results from the construction, maintenance or operation of the Restaurant, and such public health or safety concern remains uncured for ten (10) days following Franchisee's actual or constructive knowledge;

(h) If Franchisee fails to propose a qualified replacement or successor Operating Principal (or his Management Designee, as applicable) within the time required under Section VI.C.(5) hereof;

(i) If Franchisee or any of the Controlling Principals transfers, or purports to transfer, any rights or obligations under this Agreement, any direct or indirect interest in Franchisee, or the Restaurant to any third party without Franchisor's prior written consent in violation of the terms of Section XIV. of this Agreement;

(j) If Franchisee or any of its affiliates fails, refuses, or neglects to timely pay any monies owed to Franchisor, its affiliates, or its approved vendors when due and does not cure such default within five (5) days following notice from Franchisor;

(k) If Franchisee or any of the Controlling Principals fails to comply with the covenants in Section X.C. hereof or otherwise fails to obtain execution of the covenants and related agreements required under Section X.C.(4) hereof within thirty (30) days following notice from Franchisor;

(l) If, contrary to the terms of Section X.B.(1) hereof, Franchisee or any Controlling Principal discloses or divulges any Confidential Information, or fails to obtain execution of covenants and related agreements required under Section X.B.(2) hereof within thirty (30) days following notice from Franchisor;

(m) If a transfer upon death of the Deceased or Permanent Disability is not transferred in accordance with Section XIV.;

(n) If Franchisee knowingly maintains false books or records, or submits any false reports to Franchisor;

(o) If Franchisee breaches in any material respect any of the covenants in any material respect set forth in Section VI. or has falsely made any of the representations or warranties set forth in Section VI.;

(p) If Franchisee fails to propose a qualified replacement or successor Operating Principal or General Manager within the time required under Sections VI.C.(5) and VI.D.(4), respectively following ten (10) days prior written notice;

(q) If Franchisee fails to procure and maintain such insurance policies as required by Section XII. and Franchisee fails to cure such default within ten (10) days following notice from Franchisor;

(r) If Franchisee misuses or makes any unauthorized use of the Marks or otherwise materially impairs the goodwill associated therewith or Franchisor's rights therein; *provided, however*, that Franchisee shall be entitled to notice of such event of default and shall have twenty-four (24) hours to cure such default;

(s) If Franchisee or any Controlling Principal commits three (3) material events of default under this Agreement, within any twelve (12) month period, whether or not such defaults are of the same or different nature and whether or not such defaults have been cured by Franchisee after notice by Franchisor; or

(t) If Franchisee, any Controlling Principal, and/or any Franchisee Designee conducts or otherwise participates in an unauthorized Interview in violation of the Media restrictions contained in Section VIII.I.

B. Upon any default by Franchisee which is susceptible of being cured, Franchisor may terminate this Agreement by giving written notice of termination stating the nature of such default to Franchisee at least thirty (30) days prior to the effective date of termination, unless a shorter period is set forth in a specific subsection of Section XVII.A.(3). However, Franchisee may avoid termination by immediately initiating a remedy to cure such default and curing it to Franchisor's reasonable satisfaction within the thirty (30) day period and by promptly providing proof thereof to Franchisor. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to Franchisee effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require. Defaults which are susceptible of cure hereunder may include, but are not limited to, the following illustrative events:

(1) If Franchisee fails to comply with any of the requirements imposed by this Agreement, as it may from time to time be amended or reasonably be supplemented by Franchisor, or fails to carry out the terms of this Agreement in good faith.

(2) If Franchisee fails to maintain or observe any of the standards, specifications or procedures prescribed by Franchisor in this Agreement or otherwise in writing.

(3) If Franchisee fails, refuses, or neglects to obtain Franchisor's prior written approval or consent as required by this Agreement.

C. If Franchisee or any Controlling Principal (or any person or entity affiliated with or controlled by Franchisee or any Controlling Principal) is determined by Franchisor to be either (i) repeatedly in default for failure to comply with the requirements of any other franchise agreement, development agreement, or other agreement to which Franchisor (or an affiliate of Franchisor) is a party (collectively, and as each may be amended from time to time, "**Other Agreements**"), whether or not such defaults are of the same or different nature and whether or not such defaults have been cured after notice by Franchisor, or (ii) in material default for failure to substantially comply with the requirements of any Other Agreement, Franchisor may terminate this Agreement by giving written notice of termination stating the nature of such default to Franchisee at least thirty (30) days prior to the effective date of termination.

Any termination of this Agreement pursuant to this Section XVII.C. shall constitute an event of default under each of the Other Agreements, and Franchisor expressly reserves all rights and remedies available at law or equity including, without limitation, the right to terminate all of the rights and obligations of any and/or all of the Other Agreements. No right or remedy which Franchisor may have (including termination) is exclusive of any other right or remedy provided under law or equity and Franchisor may pursue any additional rights and/or remedies available.

XVIII. POST-TERMINATION

Upon termination or expiration of this Agreement, all rights granted hereunder to Franchisee shall forthwith terminate, and:

A. Franchisee shall immediately cease to operate the Restaurant, and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present franchisee of Franchisor.

B. Franchisee shall immediately and permanently (i) cease to use, in any manner whatsoever, any confidential methods, computer software, procedures, and techniques associated with the System at the Approved Location, and (ii) remove, within one (1) day of the termination or expiration of this Agreement, any and all exterior and interior signage from the Restaurant premises that contain or otherwise reference the Marks (including, without limitation, the "FIVE GUYS®", "FIVE GUYS FAMOUS BURGERS AND FRIES®", "FIVE GUYS BURGERS AND FRIES®" signage together with all other trademarks, service marks, and distinctive forms, slogans, signs, symbols, product labels, advertising materials, displays, stationery, forms, and any other articles or devices associated with the System), and shall immediately change all interior and, if applicable, exterior paint colors as reasonably needed to remove Franchisor's distinctive proprietary design items.

C. Franchisee shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains the mark "FIVE GUYS®" or any other service mark or trademark of Franchisor, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within five (5) days after termination or expiration of this Agreement.

D. Franchisee agrees, in the event it continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the 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 Franchisor's rights in and to the Marks, and further agrees not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with Franchisor constituting unfair competition.

E. Franchisee and the Controlling Principals shall pay to Franchisor all sums, including, but not limited to, damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor

in connection with obtaining any remedy available to Franchisor for any violation of this Agreement and, subsequent to the termination or expiration of this Agreement, in obtaining injunctive or other relief for the enforcement of any provisions of this Section XVIII. These obligations shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of the personal property, furnishings, equipment, fixtures, and inventory owned by Franchisee and on the premises operated hereunder at the time of default.

F. Franchisee shall immediately deliver to Franchisor all Manuals, software licensed by Franchisor, records, files, instructions, correspondence, all materials related to operating the Restaurant, including, without limitation, agreements, invoices, and any and all other materials relating to the operation of the Restaurant in Franchisee's possession or control, and all copies thereof (all of which are acknowledged to be Franchisor's property), and shall retain no copy or record of any of the foregoing, except Franchisee's copy of this Agreement and of any correspondence between the parties and any other documents which Franchisee reasonably needs for compliance with any provision of law.

G. Franchisee and the Controlling Principals shall comply with the restrictions on Confidential Information and non-competition contained in Section X. of this Agreement, and shall remain obligated to comply with the indemnification requirements contained in Section XV. of this Agreement.

H. Upon execution of this Agreement, in partial consideration of the rights granted hereunder, Franchisee acknowledges and agrees that all right, title and interest in the signs and menu boards used at the Restaurant are hereby assigned to Franchisor, and that upon termination or expiration of this Agreement, neither Franchisee nor any lien holder of Franchisee shall have any further interest therein.

I. If Franchisee operates the Restaurant under a lease for the Restaurant premises with a third party or, with respect to any lease for equipment used in the operation of the franchised business, then Franchisee shall, at Franchisor's option, assign to Franchisor any interest which Franchisee has in any lease or sublease for the premises of the Restaurant or any equipment related thereto. Franchisor may exercise such option at or within thirty (30) days after either termination or (subject to any existing right to renew) expiration of this Agreement. In the event Franchisor does not elect to exercise its option to acquire the lease or sublease for the Restaurant premises or does not have such option, Franchisee shall make such modifications or alterations to the Restaurant premises as are necessary to distinguish the appearance of the Restaurant from that of other FIVE GUYS® Restaurants operating under the System and shall make such specific additional changes as Franchisor may reasonably request (as more fully described in Section XVIII.B. hereof). If Franchisee fails or refuses to comply with the foregoing requirements, Franchisor shall have the right to enter upon the Restaurant premises, without being guilty of trespass or any other crime or tort, to make or cause to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee agrees to pay upon demand. Notwithstanding the provisions of this Section XVIII.I. to the contrary, in the event the lease is assigned to Franchisor, Franchisor hereby indemnifies and hold harmless Franchisee and any guarantors under said lease, for any breach by Franchisor or its successors or assigns from any liability arising out of the lease for the Restaurant premises from and after the date of the assignment of the lease. The right of Franchisor to assume Franchisee's lease may not be recorded against the real estate. Any recording done must be subordinated to any SBA-financed loan and may not include any attornment language.

J. (1) Except as otherwise provided herein, Franchisor 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 furnishings, Equipment, signs, fixtures, supplies, and inventory of Franchisee related to the operation of the Restaurant, at fair market value. Franchisor shall be purchasing Franchisee's assets only and shall be assuming no liabilities whatsoever, unless otherwise agreed to in writing by the parties. If the parties cannot agree on the fair market value of the foregoing assets within thirty (30) days of Franchisor's exercise of its option, fair market value shall be determined by two (2) appraisers, with each party selecting one (1) independent and industry accredited appraiser, and the average of their reasonable determinations shall be binding. In the event of such appraisals, each party shall bear its own legal and other costs and shall split the appraisal fees equally. If Franchisor elects to exercise any option to purchase

herein provided, it shall have the right to offset (i) all fees for any such independent appraiser due from Franchisee, (ii) all amounts due from Franchisee to Franchisor or any of its affiliates, and (iii) any costs incurred in connection with any escrow arrangement (including reasonable legal fees), against any payment therefor and shall pay the remaining amount in cash.

(2) If Franchisee owns the Restaurant premises and decides to sell such premises, Franchisor may then, upon the termination or expiration of this Agreement and in addition to the rights described above, negotiate with the Franchisee the purchase of the Restaurant premises including any building thereon, if applicable, for the fair market value of the land and building (together with any or all of the furnishings, Equipment, signs, fixtures, supplies and inventory therein) at fair market value. Franchisor shall purchase assets only and shall assume no liabilities whatsoever, unless otherwise agreed to in writing by the parties. If the parties cannot agree on fair market value within thirty (30) days of Franchisor's notice to Franchisee of its intention to purchase as contemplated herein, fair market value shall be determined in accordance with appraisal procedure described in Section XVIII.J.(1) above. For purposes of clarification, nothing contained in this Section XVIII.J.(2) shall force the Franchisee to sell the Restaurant premises, and/or the building(s) thereon, to the Franchisor if an acceptable purchase price cannot be reached.

(3) With respect to the options described in Sections XVIII.J.(1) and (2), Franchisee shall deliver to Franchisor in a form satisfactory to Franchisor, such warranties, deeds, releases of lien, bills of sale, assignments and such other documents and instruments which Franchisor deems necessary in order to perfect Franchisor's title and possession in and to the properties being purchased or assigned and to meet the requirements of all tax and government authorities. If, at the time of closing, Franchisee has not obtained all of these certificates and other documents, Franchisor may, in its sole discretion, place the purchase price in escrow pending issuance of any required certificates or documents.

(4) The time for closing of the purchase and sale of the properties described in Sections XVIII.J.(1) and (2) shall be a date not later than thirty (30) days after the purchase price is determined by the parties or the determination of the appraisers, or such date Franchisor receives and obtains all necessary permits and approvals, whichever is later, unless the parties mutually agree to designate another date. Closing shall take place at Franchisor's corporate offices or at such other location as the parties may agree.

K. Franchisor shall be entitled to assign any and all of its options in this Section to any other party, without the consent of Franchisee.

L. Franchisee, at the option of Franchisor, shall assign to Franchisor or its designee all rights to the telephone numbers of the Restaurant and any business listings and execute all forms and documents required by Franchisor and any telephone company at any time to transfer such service and numbers to Franchisor or its designee.

XIX. MISCELLANEOUS

A. Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by expedited delivery service or certified or registered mail, return receipt requested, first class postage prepaid, or sent by electronic mail to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor:	Five Guys Franchisor, LLC 10718 Richmond Highway Lorton, Virginia 22079 Attention: Legal Department Email: franchise@fiveguys.com
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With a copy to:

Gray Plant Mooty
The Watergate – Suite 700
600 New Hampshire Avenue, NW
Washington, D.C. 20037
Attention: Jan Gilbert, Esq.
Email: jan.gilbert@gpmlaw.com

Notices to Franchisee and
the Controlling Principals:

Attention: _____
Email: _____

Any notice shall be deemed to have been given at the time of personal delivery or, in the case of facsimile or electronic mail, upon transmission or, in the case of expedited delivery service or registered or certified mail, three (3) Business Days after the date and time of mailing.

B. This Agreement, the documents referred to herein, and the Attachments hereto, constitute the entire, full and complete agreement between Franchisor and Franchisee and the Controlling Principals concerning the subject matter hereof and shall supersede all prior related agreements between Franchisor and Franchisee and the Controlling Principals regarding the Restaurant; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made by Franchisor in the Disclosure Document that was furnished to Franchisee by Franchisor. Except for those permitted to be made unilaterally by Franchisor 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.

C. No delay, waiver, omission or forbearance on the part of Franchisor to exercise any right, option, duty or power arising out of any breach or default by Franchisee or the Controlling Principals under this Agreement shall constitute a waiver by Franchisor to enforce any such right, option, duty or power against Franchisee or the Controlling Principals, or as to a subsequent breach or default by Franchisee or the Controlling Principals. Acceptance by Franchisor of any payments due to it hereunder subsequent to the time at which such payments are due shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee or the Controlling Principals of any terms, provisions, covenants or conditions of this Agreement.

D. Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor, and such approval or consent shall be obtained in writing.

E. Franchisor makes no warranties or guarantees upon which Franchisee may rely and assumes no liability or obligation to Franchisee or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

F. If a Force Majeure event shall occur, then, in addition to payments required under Section XVII.A.(3)(e), Franchisee shall continue to be obligated to pay to Franchisor any and all amounts that it shall have duly become obligated to pay in accordance with the terms of this Agreement prior to the occurrence of any Force Majeure event and the Indemnitees shall continue to be indemnified and held harmless by Franchisee in accordance with Section XV. Except as provided in Section XVII.A.(3)(e) and the immediately preceding sentence herein, none of the parties hereto shall be held liable for a failure to comply with any terms and conditions of this Agreement when such failure is caused by an event of Force Majeure. Upon the occurrence of any event of the type referred to herein, the party affected thereby shall give prompt notice thereof to the other parties, together with a description of the event, the duration for

which the party expects its ability to comply with the provisions of the Agreement to be affected thereby and a plan for resuming operation under the Agreement, which the party shall promptly undertake and maintain with due diligence. Such affected party shall be liable for failure to give timely notice only to the extent of damage actually caused.

G. (1) EXCEPT AS PROVIDED IN THIS AGREEMENT, FRANCHISOR, FRANCHISEE AND THE CONTROLLING PRINCIPALS AGREE THAT ANY CLAIM, CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING TO THE FRANCHISE, FRANCHISEE'S ESTABLISHMENT OR OPERATION OF ANY RESTAURANT UNDER THIS AGREEMENT (AND ANY AMENDMENTS THERETO) INCLUDING, BUT NOT LIMITED TO, ANY CLAIM BY FRANCHISEE, OR ANY OF THE CONTROLLING PRINCIPALS, OR PERSONS CLAIMING ON BEHALF OF FRANCHISEE OR THE CONTROLLING PRINCIPALS, CONCERNING THE ENTRY INTO, THE PERFORMANCE UNDER OR THE TERMINATION OF THE AGREEMENT, OR ANY OTHER AGREEMENT BETWEEN FRANCHISOR, OR ITS AFFILIATES, AND FRANCHISEE, ANY CLAIM AGAINST A PAST OR PRESENT OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF FRANCHISOR, INCLUDING THOSE OCCURRING SUBSEQUENT TO THE TERMINATION OF THIS AGREEMENT, THAT CANNOT BE AMICABLY SETTLED AMONG THE PARTIES SHALL, EXCEPT AS SPECIFICALLY SET FORTH HEREIN AND IN SECTION XIX.I., BE REFERRED TO ARBITRATION, THE ARBITRATION SHALL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS RULES, AS AMENDED, EXCEPT THAT THE ARBITRATOR SHALL APPLY THE FEDERAL RULES OF EVIDENCE DURING THE CONDUCT OF THE HEARING SESSIONS WITH RESPECT TO THE ADMISSIBILITY OF EVIDENCE. IF SUCH RULES ARE IN ANY WAY CONTRARY TO OR IN CONFLICT WITH THIS AGREEMENT, THE TERMS OF THE AGREEMENT SHALL CONTROL. ONLY CLAIMS, CONTROVERSIES OR DISPUTES INVOLVING FRANCHISEE AND THE CONTROLLING PRINCIPALS MAY BE BROUGHT HEREUNDER. NO CLAIM FOR OR ON BEHALF OF ANY OTHER FRANCHISEE OR SUPPLIER, OR CLASS, REPRESENTATIVE OR ASSOCIATION THEREOF, MAY BE BROUGHT BY FRANCHISEE OR THE CONTROLLING PRINCIPALS HEREUNDER.

(2) THE PARTIES SHALL AGREE ON AN ARBITRATOR WITHIN FIFTEEN (15) DAYS OF THE FILING OF ARBITRATION. IF THE PARTIES CANNOT AGREE ON A SINGLE ARBITRATOR, FRANCHISOR AND FRANCHISEE (OR CONTROLLING PRINCIPAL, AS APPLICABLE) SHALL EACH SELECT ONE (1) ARBITRATOR. IF THE PARTY UPON WHOM THE DEMAND FOR ARBITRATION IS SERVED FAILS TO SELECT AN ARBITRATOR WITHIN FIFTEEN (15) DAYS AFTER THE RECEIPT OF THE DEMAND FOR ARBITRATION, THEN THE ARBITRATOR SO DESIGNATED BY THE PARTY REQUESTING ARBITRATION SHALL ACT AS THE SOLE ARBITRATOR TO RESOLVE THE CONTROVERSY AT HAND. THE TWO ARBITRATORS DESIGNATED BY THE PARTIES SHALL SELECT A THIRD ARBITRATOR. IF THE TWO ARBITRATORS DESIGNATED BY THE PARTIES FAIL TO SELECT A THIRD ARBITRATOR WITHIN FIFTEEN (15) DAYS, THE THIRD ARBITRATOR SHALL BE SELECTED BY THE AMERICAN ARBITRATION ASSOCIATION OR ANY SUCCESSOR THERETO, UPON APPLICATION BY EITHER PARTY. ALL OF THE ARBITRATORS SHALL BE EXPERIENCED IN THE ARBITRATION OF DISPUTES BETWEEN FRANCHISORS AND FRANCHISEES. THE ARBITRATION SHALL TAKE PLACE IN THE CITY WHERE FRANCHISOR'S CORPORATE OFFICES ARE LOCATED OR AT THE OFFICES OF THE AMERICAN ARBITRATION ASSOCIATION NEAREST TO FRANCHISOR'S CORPORATE OFFICES. THE ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS, AND NOT AS PART OF A CONSOLIDATED, COMMON, OR CLASS ACTION, AND FRANCHISEE AND ITS CONTROLLING PRINCIPALS WAIVE ANY AND ALL RIGHTS TO PROCEED ON A CONSOLIDATED, COMMON, OR CLASS BASIS. FRANCHISEE AGREES NOT TO SEEK JOINDER OF ANY OF FRANCHISEE'S CLAIMS WITH THOSE OF ANY OTHER PARTY. THE AWARD OF THE ARBITRATORS SHALL BE FINAL AND JUDGMENT UPON THE AWARD RENDERED IN ARBITRATION MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE COSTS AND EXPENSES OF

ARBITRATION MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE ARBITRATORS SHALL BE REQUIRED TO SUBMIT WRITTEN FINDINGS OF FACT AND CONCLUSIONS OF LAW WITHIN THIRTY (30) DAYS FOLLOWING THE FINAL HEARING SESSION OF THE ARBITRATION. THE ARBITRATION PROCEEDINGS AND ARBITRATION AWARD SHALL BE MAINTAINED BY THE PARTIES AS STRICTLY CONFIDENTIAL, EXCEPT AS IS OTHERWISE REQUIRED BY LAW OR COURT ORDER OR AS IS NECESSARY TO CONFIRM, VACATE OR ENFORCE THE AWARD AND FOR DISCLOSURE IN CONFIDENCE TO THE PARTIES' RESPECTIVE ATTORNEYS AND TAX ADVISORS. THE COSTS AND EXPENSES OF ARBITRATION, INCLUDING COMPENSATION AND EXPENSES OF THE ARBITRATORS, SHALL BE BORNE BY THE PARTIES AS THE ARBITRATORS DETERMINE.

(3) NOTWITHSTANDING THE ABOVE, THE FOLLOWING SHALL NOT BE SUBJECT TO ARBITRATION:

(i) DISPUTES AND CONTROVERSIES ARISING FROM THE SHERMAN ACT, THE CLAYTON ACT OR ANY OTHER FEDERAL OR STATE ANTITRUST LAW;

(ii) DISPUTES AND CONTROVERSIES BASED UPON OR ARISING UNDER THE LANHAM ACT, AS NOW OR HEREAFTER AMENDED, RELATING TO THE OWNERSHIP OR VALIDITY OF THE TRADEMARKS;

(iii) DISPUTES AND CONTROVERSIES RELATING TO ACTIONS TO OBTAIN POSSESSION OF THE PREMISES OF THE RESTAURANT UNDER LEASE OR SUBLEASE.

(4) IF FRANCHISOR SHALL DESIRE TO SEEK SPECIFIC PERFORMANCE OR OTHER EXTRAORDINARY RELIEF INCLUDING, BUT NOT LIMITED TO, INJUNCTIVE RELIEF UNDER THIS AGREEMENT AND ANY AMENDMENTS THERETO, OR TO COLLECT MONIES DUE, THEN ANY SUCH ACTION SHALL NOT BE SUBJECT TO ARBITRATION AND FRANCHISOR SHALL HAVE THE RIGHT TO BRING SUCH ACTION AS DESCRIBED IN SECTION XIX.I.

(5) IN PROCEEDING WITH ARBITRATION AND IN MAKING DETERMINATIONS HEREUNDER, THE ARBITRATORS SHALL NOT EXTEND, MODIFY OR SUSPEND ANY TERMS OF THIS AGREEMENT OR THE REASONABLE STANDARDS OF BUSINESS PERFORMANCE AND OPERATION ESTABLISHED BY FRANCHISOR IN GOOD FAITH. NOTICE OF OR REQUEST TO OR DEMAND FOR ARBITRATION SHALL NOT STAY, POSTPONE OR RESCIND THE EFFECTIVENESS OF ANY TERMINATION OF THIS AGREEMENT. THE ARBITRATORS SHALL APPLY VIRGINIA LAW AND THE TERMS OF THIS AGREEMENT IN REACHING THEIR DECISION.

H. WITH RESPECT TO ANY CLAIMS, CONTROVERSIES OR DISPUTES WHICH ARE NOT FINALLY RESOLVED THROUGH ARBITRATION, OR AS OTHERWISE PROVIDED ABOVE, FRANCHISEE AND THE CONTROLLING PRINCIPALS HEREBY IRREVOCABLY SUBMIT THEMSELVES TO THE JURISDICTION OF THE STATE COURTS OF FAIRFAX COUNTY, VIRGINIA AND THE FEDERAL DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA. FRANCHISEE AND THE CONTROLLING PRINCIPALS HEREBY WAIVE ALL QUESTIONS OF PERSONAL JURISDICTION FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. FRANCHISEE AND THE CONTROLLING PRINCIPALS HEREBY AGREE THAT SERVICE OF PROCESS MAY BE MADE UPON ANY OF THEM IN ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY VIRGINIA OR FEDERAL LAW. FRANCHISEE AND THE CONTROLLING PRINCIPALS FURTHER AGREE THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE FAIRFAX

COUNTY, VIRGINIA; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION (1) FOR MONIES OWED, (2) FOR INJUNCTIVE OR OTHER EXTRAORDINARY RELIEF OR (3) INVOLVING POSSESSION OR DISPOSITION OF, OR OTHER RELIEF RELATING TO, REAL PROPERTY, FRANCHISOR MAY BRING SUCH ACTION IN ANY STATE OR FEDERAL DISTRICT COURT WHICH HAS JURISDICTION. WITH RESPECT TO ALL CLAIMS, CONTROVERSIES, DISPUTES OR ACTIONS, RELATED TO THIS AGREEMENT OR THE RELATIONSHIP CREATED THEREBY, THIS AGREEMENT AND ANY SUCH RELATED CLAIMS, CONTROVERSIES, DISPUTES OR ACTIONS SHALL BE GOVERNED, ENFORCED AND INTERPRETED UNDER VIRGINIA LAW.

I. FRANCHISEE, THE CONTROLLING PRINCIPALS AND FRANCHISOR ACKNOWLEDGE THAT THE PARTIES' AGREEMENT REGARDING APPLICABLE STATE LAW AND FORUM SET FORTH IN SECTION XIX.I. ABOVE PROVIDE EACH OF THE PARTIES WITH THE MUTUAL BENEFIT OF UNIFORM INTERPRETATION OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF THIS AGREEMENT OR THE PARTIES' RELATIONSHIP CREATED BY THIS AGREEMENT. EACH OF FRANCHISEE, THE CONTROLLING PRINCIPALS AND FRANCHISOR FURTHER ACKNOWLEDGE THE RECEIPT AND SUFFICIENCY OF MUTUAL CONSIDERATION FOR SUCH BENEFIT AND THAT EACH PARTY'S AGREEMENT REGARDING APPLICABLE STATE LAW AND CHOICE OF FORUM HAVE BEEN NEGOTIATED FOR IN GOOD FAITH AND ARE PART OF THE BENEFIT OF THE BARGAIN REFLECTED BY THIS AGREEMENT.

J. FRANCHISEE, THE CONTROLLING PRINCIPALS AND FRANCHISOR ACKNOWLEDGE THAT THE EXECUTION OF THIS AGREEMENT AND ACCEPTANCE OF THE TERMS BY THE PARTIES OCCURRED IN FAIRFAX COUNTY, VIRGINIA, AND FURTHER ACKNOWLEDGE THAT THE PERFORMANCE OF CERTAIN OBLIGATIONS OF FRANCHISEE ARISING UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PAYMENT OF MONIES DUE HEREUNDER AND THE SATISFACTION OF CERTAIN TRAINING REQUIREMENTS OF FRANCHISOR, SHALL OCCUR IN FAIRFAX COUNTY, VIRGINIA.

K. FRANCHISEE, ITS CONTROLLING PRINCIPALS AND THE FRANCHISOR HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM OR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) AGAINST THE OTHER PARTY, THEIR AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, AGENTS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, SERVANTS AND EMPLOYEES, IN THEIR CORPORATE AND INDIVIDUAL CAPACITIES, ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) AND AGREE THAT IN THE EVENT OF A DISPUTE, EITHER PARTY SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT. IF ANY OTHER TERM OF THIS AGREEMENT IS FOUND OR DETERMINED TO BE UNCONSCIONABLE OR UNENFORCEABLE FOR ANY REASON, THE FOREGOING PROVISIONS OF WAIVER BY AGREEMENT OF PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) SHALL CONTINUE IN FULL FORCE AND EFFECT.

L. This Agreement may be executed in multiple counterparts, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument.

M. The captions used in connection with the sections and subsections of this Agreement are inserted only for purpose of reference. Such captions shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof nor shall such captions otherwise be given any legal effect.

N. Any obligation of Franchisee or the Controlling Principals that contemplates performance of such obligation after termination or expiration of this Agreement or the transfer of any interest of Franchisee or the Controlling Principals therein, shall be deemed to survive such termination, expiration or transfer.

O. Except as expressly provided to the contrary herein, each portion, section, part, term and provision of this Agreement shall be considered severable. If, for any reason, any portion, section, part, term or provision of this Agreement is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction over the parties hereto, this Agreement, and/or the Restaurant, then (i) such determination shall not impair the operation of, or have any other effect upon, the other portions, sections, parts, terms or provisions of this Agreement that may remain otherwise intelligible (and the latter shall continue to be given full force and effect and bind the parties), (ii) the invalid portions, sections, parts, terms or provisions shall be deemed not to be part of this Agreement, and (iii) there shall be automatically added such portion, section, part, term or provision as similar as possible to that which was severed which shall be valid and not contrary to or in conflict with any applicable law or regulation.

P. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable. Without limiting the obligations individually undertaken by the Controlling Principals under this Agreement, all acknowledgments, promises, covenants, agreements and obligations made or undertaken by Franchisee in this Agreement shall be deemed, jointly and severally, undertaken by all of the Controlling Principals.

Q. All rights and remedies of the parties to this Agreement shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for herein or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates. The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration or earlier termination of this Agreement, or exercise of Franchisor's rights pursuant to Section XVII. hereof, shall not discharge or release Franchisee or any of the Controlling Principals from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement.

R. The term “**Controlling Principals**” shall include, collectively and individually, (i) if Franchisee is an individual, Franchisee and the spouse of Franchisee, or (ii) if Franchisee is an Entity, all individuals directly or indirectly holding ten percent (10%) or more of the total ownership interests in Franchisee or of any Entity directly or indirectly controlling Franchisee. As used in this Section XIX.R., the terms “*control*” and “*controlling*” shall mean the power to influence the management decisions of the specified person and shall in any case be deemed to exist where such person holds ten percent (10%) or more of the total ownership interest in the Franchisee, serves on any board of directors or comparable body of the Franchisee, or acts as an officer, general partner or manager thereof. If Franchisee is operating as an Entity as contemplated hereunder, all individuals holding any interest in the Franchisee shall each be listed on Attachment D hereto.

S. Each reference in this Agreement to a company or partnership shall be deemed to also refer to any other entity or organization similar thereto. Each reference to the organizational documents, equity owners, directors, and officers of a company in this Agreement shall be deemed to refer to the functional equivalents of such organizational documents, equity owners, directors, and officers, as applicable, in the case of a limited liability partnership or any other entity or organization similar thereto.

T. 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, Franchisor, Franchisor's officers, directors and personnel and such of Franchisee's and Franchisor's respective successors and assigns as may be contemplated (and, as to Franchisee, authorized by Section XIV.), any rights or remedies under or as a result of this Agreement.

U. This Agreement shall not become effective until signed by the authorized agent of Franchisor.

V. Franchisee understands and agrees that the System must not remain static if it is to meet, without limitation, presently unforeseen changes in technology, competitive circumstances, demographics, populations, consumer trends, societal trends and other marketplace variables, and if it is to best serve the interests of Franchisor, Franchisee and all other franchisees. Accordingly, Franchisee expressly understands and agrees that Franchisor may from time to time change the components of the System including, but not limited to, (i) altering the products, programs, services, methods, standards, forms, policies and procedures of that System; abandoning the System altogether in favor of another system in connection with a merger, acquisition, other business combination or for other reasons, (ii) adding to, deleting from or modifying those products, programs and services which Franchisee's Restaurant is authorized and required to offer, (iii) modifying or substituting entirely the building, premises, equipment, signage, trade dress, decor, color schemes and uniform specifications and all other unit construction, design, appearance and operation attributes which Franchisee is required to observe hereunder, and (iv) changing, improving, modifying or substituting the Marks. Franchisee expressly agrees to comply with any such modifications, changes, additions, deletions, substitutions and alterations; *provided, however*, that such changes shall not materially and unreasonably increase Franchisee's obligations hereunder.

Franchisee shall accept, use and effectuate any such changes or modifications to, or substitution of, the System as if they were part of the System at the time that this Agreement was executed.

Franchisor shall not be liable to Franchisee for any expenses, losses or damages sustained by Franchisee as a result of any of the modifications contemplated hereby. Franchisee hereby covenants not to commence or join in any litigation or other proceeding against Franchisor or any third party complaining of any such modifications or seeking expenses, losses or damages caused thereby. Franchisee further expressly waives any claims, demands or damages arising from or related to the foregoing activities including, without limitation, any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing.

W. Franchisee and each Controlling Principal agree to comply, and to assist to the fullest extent possible Franchisor's efforts to comply, with all Anti-Terrorism Laws (defined below). In connection with such compliance, Franchisee and each Controlling Principal certify, represent, and warrant that none of their respective property or interests is subject to being blocked under, and that Franchisee and each Controlling Principal otherwise are not in violation of, any of the Anti-Terrorism Laws. "**Anti-Terrorism Laws**" mean Executive Order 13224 issued by the President of the United States, the USA Patriot Act, and all other present and future United States federal, state, and local laws, ordinances, regulations, policies, lists, and all other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of any Anti-Terrorism Laws by Franchisee or any Controlling Principal, or any blocking of any assets of Franchisee or any Controlling Principal under any Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement.

X. The parties hereto, together with their respective Designees and Franchisee Designees, acknowledge and agree that they each are committed to conducting business ethically and in full compliance with all applicable laws and regulations, including, without limitation, the United States Foreign Corrupt Practices Act of 1977 (as amended, the "**FCPA**") and all such other laws of similar effect that prohibit bribery or other improper payments made to obtain a business advantage. In furtherance of the foregoing, Franchisee and each Controlling Principal, on behalf of themselves and each Franchisee Designee, agree to

never take any action that could cause the Franchisee or any Controlling Principal to be in violation of the FCPA.

Y. In order to prevent any interruption of the Restaurant operations which could cause harm to the Restaurant, thereby depreciating the value thereof, Franchisee authorizes Franchisor (who may, at its option, in the event that the Operating Principal is absent for any reason or is incapacitated by reason of illness or is otherwise unable, in the sole and reasonable judgment of Franchisor, to operate the Restaurant) to operate the Restaurant for an initial period of up to ninety (90) days (the “**Step-In Period**”) without waiver of any other rights or remedies Franchisor may have under this Agreement. The Step-In Period may be renewed, at the sole discretion of Franchisor, for subsequent periods of ninety (90) days if deemed necessary by the Franchisor; *provided, however*, that (i) at the conclusion of each ninety (90) day period, as applicable, the Franchisor shall reasonably evaluate and discuss with Franchisee the necessity of Franchisor’s involvement in the direct operation of the Restaurant, and (ii) in no event shall the Franchisor operate the Restaurant for a total period greater than one (1) year without the expressed written consent of Franchisee. All monies from the operation of the Restaurant during the Step-In Period shall be kept in a separate account, and the expenses of the Restaurant, including reasonable compensation and expenses for Franchisor’s representative(s), shall be charged to said account. If, as herein provided, Franchisor temporarily operates the Restaurant for Franchisee, Franchisee agrees to indemnify and hold harmless Franchisor and any representative of Franchisor who may act hereunder, from any and all acts which Franchisor or its representatives may perform (excluding acts of gross negligence, recklessness, and/or intentional misconduct). Franchisee agrees to pay all of Franchisor’s reasonable attorneys’ fees and costs incurred as a consequence of Franchisor’s exercise of its rights as contemplated hereunder. Nothing contained herein shall prevent Franchisor from exercising any other right which it may have under this Agreement, including, without limitation, termination pursuant to Section XVII.

Z. Notwithstanding anything in this Agreement to the contrary, Franchisee and its officers, directors, shareholders, agents and representatives, may, in accordance with any applicable law including the federal Defend Trade Secrets Act, disclose Confidential Information, including Franchisor’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.

XX. ACKNOWLEDGMENTS

A. Franchisee acknowledges that it has conducted an independent investigation of the business venture contemplated by this Agreement and recognizes that the success of this business venture involves substantial business risks and shall largely depend upon the ability of Franchisee. Franchisor expressly disclaims making, and Franchisee acknowledges that it has not received or relied on, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement.

Initials: _____

B. Franchisee acknowledges that Franchisee has received, read and understands this Agreement and the related Attachments and agreements and that Franchisor has afforded Franchisee sufficient time and opportunity to consult with advisors selected by Franchisee about the potential benefits and risks of entering into this Agreement.

Initials: _____

C. Franchisee acknowledges that it received the disclosure document required by the Trade Regulation Rule of the Federal Trade Commission entitled “Disclosure Requirements and Prohibitions

Concerning Franchising” at least fourteen (14) calendar days prior to the date on which this Agreement was executed.

Initials: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the Effective Date written below.

FRANCHISOR:

FIVE GUYS FRANCHISOR, LLC
a Delaware limited liability company

ATTEST:

By: _____

Print Name: _____

By: _____

Name: _____

Title: _____

Accepted On: _____

(the “Effective Date”)

FRANCHISEE:

By: _____

Print Name: _____

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A

GUARANTY OF CONTROLLING PRINCIPALS

Each of the undersigned acknowledges and agrees as follows:

1. Each has read the terms and conditions of the Franchise Agreement attached herewith and acknowledges that the execution of this guaranty and the undertakings of the Controlling Principals in the Franchise Agreement are in partial consideration for, and a condition to, the granting of this license, and that Franchisor would not have granted this license without the execution of this guaranty and such undertakings by each of the undersigned;
2. Each is included in the term “*Controlling Principals*” as described in Section XIX.R. of the Franchise Agreement;
3. Each individually, jointly and severally, makes all of the covenants, representations, warranties and agreements of the Controlling Principals set forth in the Franchise Agreement and is obligated to perform thereunder; and
4. Each individually, jointly and severally, unconditionally and irrevocably guarantees to Franchisor and its successors and assigns that all of Franchisee’s obligations under the Franchise Agreement shall be punctually paid and performed. Upon default by Franchisee or upon notice from Franchisor, each shall immediately make each payment and perform each obligation required of Franchisee under the Franchise Agreement. Without affecting the obligations of any of the Controlling Principals under this guaranty, Franchisor may, without notice to the Controlling Principals, waive, renew, extend, modify, amend or release any indebtedness or obligation of Franchisee or settle, adjust or compromise any claims that Franchisor may have against Franchisee. Each of the Controlling Principals waives all demand and notices of every kind with respect to the enforcement of this guaranty, including, without limitation, notice of presentment, demand for payment or performance by Franchisee, any default by Franchisee or any guarantor and any release of any guarantor or other security for this guaranty or the obligations of Franchisee. Franchisor may pursue its rights against any of the Controlling Principals without first exhausting its remedies against Franchisee and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy. Upon receipt by Franchisor of notice of the death of any of the Controlling Principals, the estate of the deceased shall be bound by the foregoing guaranty, but only for defaults and obligations under the Franchise Agreement existing at the time of death, and in such event, the obligations of the remaining Controlling Principals shall continue in full force and effect.

Additionally, with respect to the individual designated as Operating Principal, Operating Principal acknowledges that the undertakings by Operating Principal under this guaranty are made and given in partial consideration of, and as a condition to, Franchisor’s grant of rights to operate the Restaurant as described herein. The Operating Principal individually, jointly and severally, makes all of the covenants, representations and agreements of Franchisee and Operating Principal set forth in the Franchise Agreement and is obligated to perform hereunder.

(Signature Page Follows)

WITNESS:

By: _____

Print Name: _____

By: _____

Print Name: _____

By: _____

Print Name: _____

By: _____

Print Name: _____

CONTROLLING PRINCIPALS:

*Name: _____

Name: _____

Name: _____

Name: _____

* Denotes individual who is Franchisee's Operating Principal

ATTACHMENT B

APPROVED LOCATION, AREA OF PRIMARY RESPONSIBILITY AND OPENING DATE

1. APPROVED LOCATION

Pursuant to Section I.B. of the Franchise Agreement, the Restaurant shall be located at the following Approved Location:

2. AREA OF PRIMARY RESPONSIBILITY:

PURSUANT TO SECTION I.D. OF THE FRANCHISE AGREEMENT, THE PRIMARY AREA OF RESPONSIBILITY SHALL BE THE CONTIGUOUS PROPERTY CONTROLLED BY THE LANDLORD WITHIN WHICH THE RESTAURANT IS LOCATED, IF APPLICABLE. IF THE RESTAURANT IS NOT LOCATED WITHIN SUCH A CONTIGUOUS PROPERTY, THE PRIMARY AREA OF RESPONSIBILITY IS LIMITED TO THE APPROVED LOCATION DESCRIBED ABOVE.

3. OPENING DATE:

ATTACHMENT C

COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned (“**Assignor**”) assigns, transfers and sets over to FIVE GUYS FRANCHISOR, LLC, a Delaware limited liability company (together with its affiliates, “**Assignee**”), all of Assignor’s right and title to and interest in that certain “Lease” governing the FIVE GUYS® located at _____ (the “**Lease**”). This assignment is for collateral purposes only and, except as specified in this document, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this assignment or the Lease unless and until (i) Assignee takes possession of the premises, (ii) the Lease demises according to the terms of this document, and (iii) Assignee expressly assumes Assignor’s obligations under the Lease.

Assignor represents and warrants to Assignee that it has full power and authority to assign the Lease and that Assignor has not previously assigned or transferred and is not otherwise obligated to assign or transfer any of its interest in the Lease or the premises it demises.

Upon Assignor’s default under the Lease or under the “Franchise Agreement” for the FIVE GUYS® Restaurant located on the premises governed by the Lease (the “**Franchise Agreement**”), the Assignee has the right to take possession of the premises the Lease demises and expel Assignor from the premises. In that event, Assignor shall have no further rights, title to, or interest in the Lease but shall remain liable to Assignee for any past due rental payments or other charges Assignee is required to pay Lessor to effectuate the assignment this document contemplates.

Assignor agrees that it shall not suffer or permit any surrender, termination, amendment or modification of the Lease without Assignee’s prior written consent. Throughout the term of the Franchise Agreement, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days before the last day upon which the option must be exercised, unless Assignee agrees otherwise in writing. In the event Assignor fails to elect to extend or renew the Lease as required, Assignor appoints Assignee as its true and lawful attorney-in-fact with the authority to exercise the extension or renewal options of the Lease in the name, place and stead of Assignor for the sole purpose of effecting such extension or renewal.

ASSIGNEE:

FIVE GUYS FRANCHISOR, LLC

By: _____

Name: _____

Title: _____

ASSIGNOR:

By: _____

Name: _____

Title: _____

CONSENT TO COLLATERAL ASSIGNMENT AND AGREEMENT OF LESSOR

The undersigned Lessor under the Lease:

(a) Agrees to notify Assignee in writing of and upon Assignor's failure to cure any default by Assignor under the Lease;

(b) Agrees that Assignee shall have the right, but not the obligation, to cure any default by Assignor under the Lease within thirty (30) days after Assignee's receipt of notice of such default;

(c) Consents to the attached Collateral Assignment and agrees that, in the event Assignee (i) elects to take possession of the premises following a default by Assignor, and (ii) confirms to Lessor in writing that it has assumed the Lease as tenant, Lessor shall fully recognize Assignee as the tenant under the Lease so long as Assignee agrees to cure any then-existing default by Assignor under the Lease within the thirty (30) day period noted in section (b) above; and

(d) Agrees that Assignee may further assign the Lease to, or enter into a sublease with, a third-party person, firm or corporation who agrees to assume the tenant's obligations under the Lease and is reasonably acceptable to Lessor (and upon such assignment, Assignee shall have no further liability or obligation under the Lease as assignee, tenant or otherwise, other than to certify that the additional assignee or sublessee operates the premises the Lease demises as a FIVE GUYS® Restaurant).

Dated: _____

LESSOR:

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT D

STATEMENT OF OWNERSHIP INTERESTS AND FRANCHISEE'S PRINCIPALS

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

Name

Percentage of Ownership/Nature of Interest

ATTACHMENT E
ELECTRONIC TRANSFER AUTHORIZATIONS

**AUTHORIZATION TO HONOR ROYALTY AND CREATIVE FUND CHARGES DRAWN BY
AND PAYABLE TO FIVE GUYS FRANCHISOR, LLC COMPANY ("COMPANY")**

Depositor hereby authorizes and requests _____ (the "Bank") to initiate debit and credit entries to Depositor's ____ checking and ____ savings account (*select one*) indicated below drawn by and payable to the order of FIVE GUYS FRANCHISOR, LLC by Electronic Funds Transfer, provided there are sufficient funds in said account to pay the amount upon presentation.

Depositor agrees that the Bank's rights with respect to each such charge shall be the same as if it were a check drawn by the Bank and signed by Depositor. Depositor further agrees that if any such charge is dishonored, whether with or without cause and whether intentionally or inadvertently, the Bank shall be under no liability whatsoever.

Bank Name: _____

City: _____ State: _____ Zip Code: _____

Transit/ABA Number: _____ Account Number: _____

This authority is to remain in full force and effect until Company has received written notification from me (or either of us) of its termination in such time and in such manner to afford Company and Bank a responsible opportunity to act on such request.

Store Address: (Please Print)

Depositor: (Please Print Franchisee Name)

Date Signed

Signature(s) of Depositor, as Printed Above

Change of Bank Acct Numbers ☐ Store # Effective Date of Change

Please attach a voided blank check, for purposes of setting up Bank and Transit Numbers.

**AUTHORIZATION TO HONOR BREAD PAYMENT CHARGES DRAWN BY AND
PAYABLE TO FIVE GUYS BAKERY, LLC COMPANY ("COMPANY")**

Depositor hereby authorizes and requests _____ (the "Bank") to initiate debit and credit entries to Depositor's ____ checking and ____ savings account (*select one*) indicated below drawn by and payable to the order of FIVE GUYS BAKERY, LLC by Electronic Funds Transfer, provided there are sufficient funds in said account to pay the amount upon presentation.

Depositor agrees that the Bank's rights with respect to each such charge shall be the same as if it were a check drawn by the Bank and signed by Depositor. Depositor further agrees that if any such charge is dishonored, whether with or without cause and whether intentionally or inadvertently, the Bank shall be under no liability whatsoever.

Bank Name: _____

City: _____ State: _____ Zip Code: _____

Transit/ABA Number: _____ Account Number: _____

This authority is to remain in full force and effect until Company has received written notification from me (or either of us) of its termination in such time and in such manner to afford Company and Bank a responsible opportunity to act on such request.

Store Address: (Please Print)

Depositor: (Please Print Franchisee Name)

Date Signed

Signature(s) of Depositor, as Printed Above

Change of Bank Acct Numbers ☐

Store #

Effective Date of Change

Please attach a voided blank check, for purposes of setting up Bank and Transit Numbers.

ATTACHMENT F
POWER OF ATTORNEY

IRREVOCABLE POWER OF ATTORNEY

STATE OF _____)
)
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS

That _____ ("**Franchisee**"), a _____, does hereby irrevocably constitute and appoint FIVE GUYS FRANCHISOR, LLC, a Delaware limited liability company ("**Franchisor**"), true and lawful attorney-in-fact and agent for Franchisee and in Franchisee's name, place and stead, to do or cause to be done all things and to sign, execute, acknowledge, certify, deliver, accept, record and file all such agreements, certificates, instruments and documents as, in the sole discretion of Franchisor, shall be necessary or advisable for the sole purposes of (i) assigning to Franchisor all of Franchisee's right, title and interest in and to any and all telephone numbers of Franchisee's franchise and all related Yellow Pages, White Pages and other business listings, including, but not limited to, the execution and delivery of any Transfer of Service Agreement and any other transfer documentation required by the applicable telephone service company providing telephone services to Franchisee, and (ii) obtaining any and all returns, records, reports and other documentation relating to the payment of taxes filed by Franchisee with any state and/or federal taxing authority, including, but not limited to, the State Comptroller of the State of _____, and hereby granting unto Franchisor full power and authority to do and perform any and all acts and things which, in the sole discretion of Franchisor, are necessary or advisable to be done as fully to all intents and purposes as Franchisee might or could itself do, hereby ratifying and confirming all that Franchisor may lawfully do or cause to be done by virtue of this Power of Attorney and the powers herein granted.

During the term of this Power of Attorney and regardless of whether Franchisee has designated any other person to act as its attorney-in-fact and agent, no person, firm or corporation dealing with Franchisor shall be required to ascertain the authority of Franchisor, nor to see to the performance of the agency, nor be responsible in any way for the proper application of funds or property paid or delivered to Franchisor. Any person, firm or corporation dealing with Franchisor shall be fully protected in acting and relying on a certificate of Five Guys that this Power of Attorney on the date of such certificate has not been revoked and is in full force and effect, and Franchisee shall not take any action against any person, firm or corporation acting in reliance on such a certificate or a copy of this Power of Attorney. Any instrument or document executed on behalf of Franchisee by Franchisor shall be deemed to include such a certificate on the part of Five Guys, whether or not expressed. This paragraph shall survive any termination of this Power of Attorney.

This Power of Attorney shall terminate two (2) years following the expiration or termination of that certain Franchise Agreement attached hereto. Such termination, however, shall not affect the validity of any act or deed that Franchisor may have effected prior to such date pursuant to the powers herein granted.

This instrument is to be construed and interpreted as an irrevocable power of attorney coupled with an interest. It is executed and delivered in the State of _____ and the laws of the State of _____ shall govern all questions as to the validity of this Power of Attorney and the construction of its provisions.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney as of the _____ day of _____, 20__.

FRANCHISEE:

By: _____

Name: _____

Title: _____

STATE OF _____)

)

COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of _____, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

(SEAL)

Notary Public in and for

The State of _____

My commission expires:

ATTACHMENT G
STATE SPECIFIC AMENDMENTS

**AMENDMENT TO FIVE GUYS FRANCHISOR, LLC
FRANCHISE AGREEMENT FOR THE STATE OF ALASKA**

The Five Guys Franchisor, LLC Franchise Agreement (the “Agreement”) between “Franchisee” or “You” and FIVE GUYS FRANCHISOR, LLC (“Franchisor”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

- a. Section IV.B.(1) of this Agreement is amended to state that, if the Restaurant is located in the State of Alaska, the Royalty Fee shall be 8% of the Restaurant’s Gross Sales during the preceding week.

**AMENDMENT TO FIVE GUYS FRANCHISOR, LLC
FRANCHISE AGREEMENT FOR THE STATE OF CALIFORNIA**

The Five Guys Franchisor, LLC Franchise Agreement (the “Agreement”) between “Franchisee” or “You” and FIVE GUYS FRANCHISOR, LLC (“Franchisor”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

CALIFORNIA LAW MODIFICATIONS

The California Department of Business Oversight requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORPORATIONS CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. California Business and Professions Code Sections 20000 through 20043 provide rights to You concerning nonrenewal, termination, or transfer of the Agreement. The Federal Bankruptcy Code also provides rights to You concerning termination of the Agreement upon certain bankruptcy-related events. To the extent the Agreement contains a provision that is inconsistent with these laws, these laws shall control.
- b. If Franchisee is required in the Agreement to execute a release of claims, such release shall exclude claims arising under the California Franchise Investment Law and the California Franchise Relations Act.
- c. If the Agreement requires payment of liquidated damages that is inconsistent with California Civil Code Section 1671, the liquidated damage clause may be unenforceable.
- d. If the Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Agreement, the covenant may be unenforceable under California law.
- e. If the Agreement requires litigation, arbitration or mediation to be conducted in a forum other than the State of California, the requirement may be unenforceable under California law.
- f. If the Agreement requires that it be governed by a state’s law, other than the State of California, such requirement may be unenforceable.

**AMENDMENT TO FIVE GUYS FRANCHISOR, LLC
FRANCHISE AGREEMENT FOR THE STATE OF HAWAII**

The Five Guys Franchisor, LLC Franchise Agreement (the “Agreement”) between “Franchisee” or “You” and FIVE GUYS FRANCHISOR, LLC (“Franchisor”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

HAWAII LAW MODIFICATIONS

The Hawaii Department of Commerce and Consumer Affairs, Business Registration Division requires that certain provisions contained in franchise documents be amended to be consistent with Hawaii law. To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. Section IV.B.(1) of this Agreement is amended to state that, if the Restaurant is located in the State of Hawaii, the Royalty Fee shall be 8% of the Restaurant’s Gross Sales during the preceding week.
- b. Section IV. of this Agreement is amended to state that the Franchise Fee and all other initial payments Franchisee owes to Franchisor or any of its affiliates before Franchisee opens its Restaurant shall be deferred until Franchisor satisfies all of its pre-opening obligations to Franchisee and Franchisee opens its Restaurant for business.

**AMENDMENT TO FIVE GUYS FRANCHISOR, LLC
FRANCHISE AGREEMENT FOR THE STATE OF ILLINOIS**

The Five Guys Franchisor, LLC Franchise Agreement (the “Agreement”) between “Franchisee” or “You” and FIVE GUYS FRANCHISOR, LLC (“Franchisor”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

ILLINOIS LAW MODIFICATIONS

The Illinois Attorney General’s Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, 815 ILCS 705/1 et seq. (West 2010). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. 815 ILCS 705/19 and 705/20 provide rights to You concerning nonrenewal and termination of this Agreement. If this Agreement contains a provision that is inconsistent with the Act, the Act shall control.
- b. If Franchisee is required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule of order under the Act, such release shall exclude claims arising under the Illinois Franchise Disclosure Act, and such acknowledgments shall be void with respect to claims under the Act and are hereby deleted.
- c. If this Agreement requires litigation to be conducted in a forum other than the State of Illinois, the requirement is void, provided that a Franchise Agreement may provide for arbitration in a forum outside of Illinois.
- d. If this Agreement requires that it be governed by a state’s law, other than the State of Illinois, to the extent that such law conflicts with Illinois law, Illinois law shall control.

- e. Section 41 of the Illinois Franchise Disclosure Act states that “Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act, or any other law of Illinois, is void.” To the extent that any provision in this Agreement is inconsistent with Illinois law, Illinois law shall control.
- f. This Agreement is amended to comply with Section 27 of the Act to allow any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchisor and Franchisee and Franchisee’s operation of the Franchise brought by Franchisee against Franchisor shall be commenced within three (3) years from the occurrence of the facts giving rise to such claim or action, within one (1) year after the Franchisee becomes aware of the facts or circumstances indicating Franchisee may have a claim for relief, or ninety (90) days after delivery to Franchisee of a written notice disclosing the violation, or such claim or action shall be barred.
- g. Section IV. of this Agreement is amended to state that the Franchise Fee and all other initial payments Franchisee owes to Franchisor before Franchisee opens its Restaurant shall be deferred until Franchisor satisfies all of its pre-opening obligations to Franchisee and Franchisee opens its Restaurant for business. The Illinois Attorney General has imposed this deferral requirement due to Franchisor’s current financial condition.

AMENDMENT TO FIVE GUYS FRANCHISOR, LLC FRANCHISE AGREEMENT FOR THE STATE OF MARYLAND

The Five Guys Franchisor, LLC Franchise Agreement (the “Agreement”) between “Franchisee” or “You” and FIVE GUYS FRANCHISOR, LLC (“Franchisor”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

MARYLAND LAW MODIFICATIONS

The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§ 14-201 - 14-233 (1998 Repl. Vol. & Supp. 2002). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. If Franchisee is required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law, and such acknowledgments shall be void with respect to claims under the Law.
- b. If this Agreement requires litigation to be conducted in a forum other than the State of Maryland, the requirement shall not be interpreted to limit any rights Franchisee may have under Sec. 14-216 (c)(25) of the Maryland Franchise Registration and Disclosure Law to bring suit in the state of Maryland.
- c. The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
- d. This Agreement is hereby amended to reflect that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
- e. Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. If this Agreement requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law, such representations are not

intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law resulting from the offer or sale of the franchise.

- f. Section IV. of this Agreement is amended to state that the Franchise Fee and all other initial payments Franchisee owes to Franchisor before Franchisee opens its Restaurant shall be deferred until Franchisor satisfies all of its pre-opening obligations to Franchisee and Franchisee opens its Restaurant for business.

**AMENDMENT TO FIVE GUYS FRANCHISOR, LLC
FRANCHISE AGREEMENT AND DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA**

The Five Guys Franchisor, LLC Franchise Agreement (the “Agreement”) between “Franchisee” or “You” and FIVE GUYS FRANCHISOR, LLC (“Franchisor”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

MINNESOTA LAW MODIFICATIONS

The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the “Franchise Act”). To the extent that the Agreement and Disclosure Document contain provisions that are inconsistent with the following, such provisions are hereby amended:

- a. The Minnesota Department of Commerce requires that Franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims that the franchisees’ use of the Intellectual Properties infringes trademark rights of the third party. If the Agreement and/or the Disclosure Document contain(s) a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act’s requirements and shall have no force or effect.
- b. Franchise Act, Sec. 80C.14, Subd. 4., requires, except in certain specified cases, that a franchisee be given written notice of a franchisor’s intention not to renew 180 days prior to expiration of the franchise and that the franchisee be given sufficient opportunity to operate the franchise in order to enable the franchisee the opportunity to recover the fair market value of the franchise as a going concern. If the Agreement and/or the Disclosure Document contain(s) a provision that is inconsistent with such requirement of the Franchise Act, the provisions of the Agreement shall be superseded by the Act’s requirements and shall have no force or effect.
- c. Franchise Act, Sec. 80C.14, Subd. 3., requires, except in certain specified cases that a franchisee be given 90 days’ notice of termination (with 60 days to cure). If the Agreement and/or the Disclosure Document contain(s) a provision that is inconsistent with such requirement of the Franchise Act, the provisions of the Agreement shall be superseded by the Act’s requirements and shall have no force or effect.
- d. If the Agreement and/or the Disclosure Document require(s) Franchisee to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release shall exclude claims arising under the Franchise Act, and such acknowledgments shall be void with respect to claims under the Act.

- e. If the Agreement and/or the Disclosure Document require(s) that it be governed by a state's law, other than the State of Minnesota, for litigation, arbitration or mediation, those provisions shall not in any way abrogate or reduce any rights of Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.
- f. To the extent Minnesota Rule 2860.4400J. prohibits a franchisor from requiring You to consent to the Franchisor obtaining injunctive relief, the Agreement is hereby revised to reflect that Franchisor may seek injunctive relief and that whether any bond be necessary be determined by the court.
- g. Section 80C.17 of the Act provides that no action may be commenced pursuant to that section more than three (3) years after the cause of action accrues. No provision in the Agreement shall be construed to limit the time period for You to bring a claim under the Act.

**AMENDMENT TO FIVE GUYS FRANCHISOR, LLC
FRANCHISE AGREEMENT FOR THE STATE OF NEW YORK**

The Five Guys Franchisor, LLC Franchise Agreement (the "Agreement") between "Franchisee" or "You" and FIVE GUYS FRANCHISOR, LLC ("Franchisor") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment"):

NEW YORK LAW MODIFICATIONS

The New York Department of Law requires that certain provisions contained in franchise documents be amended to be consistent with New York law, including the General Business Law, Article 33, Sections 680 through 695 (1989). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. If Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the General Business Law, regulation, rule or order under the Law, such release shall exclude claims arising under the New York General Business Law, Article 33, Section 680 through 695 and the regulations promulgated thereunder, and such acknowledgments shall be void. It is the intent of this provision that non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied.
- b. If the Agreement requires that it be governed by a state's law, other than the State of New York, the choice of law provision shall not be considered to waive any rights conferred upon the Licensee under the New York General Business Law, Article 33, Sections 680 through 695.

**AMENDMENT TO FIVE GUYS FRANCHISOR, LLC
FRANCHISE AGREEMENT FOR THE STATE OF NORTH DAKOTA**

The Five Guys Franchisor, LLC Franchise Agreement (the "Agreement") between "Franchisee" or "You" and FIVE GUYS FRANCHISOR, LLC ("Franchisor") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment"):

NORTH DAKOTA LAW MODIFICATIONS

1. The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including the North Dakota Franchise Investment Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17 (1993). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. If Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Law, or a rule or order under the Law, such release shall exclude claims arising under North Dakota Law, and such acknowledgments shall be void with respect to claims under the Law.
- b. Covenants not to compete during the term of and upon termination or expiration of the Agreement are enforceable only under certain conditions according to North Dakota Law. If the Agreement contains a covenant not to compete that is inconsistent with North Dakota Law, the covenant may be unenforceable.
- c. The Commissioner has held that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Law. If the Agreement requires litigation to be conducted in a forum other than the State of North Dakota, the requirement is void with respect to claims under North Dakota Law.
- d. If the Agreement requires mediation or arbitration to be conducted in a forum other than the State of North Dakota, the requirement may be unenforceable under North Dakota Law. Arbitration involving a franchise purchased in the State of North Dakota must be held either in a location mutually agreed upon prior to the arbitration or if the parties cannot agree on a location, the location shall be determined by the arbitrator.
- e. If the Agreement requires payment of a termination penalty or liquidated damages, the requirement may be unenforceable under North Dakota Law.
- f. If the Agreement requires that a state's law other than the State of North Dakota govern it, to the extent that such law conflicts with the North Dakota Law, North Dakota Law shall control.
- g. The Commissioner has held that requiring franchisees to consent to a waiver of trial by jury or of exemplary or punitive damages is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Law. If the Agreement requires consent to a waiver of trial by jury or waiver of exemplary or punitive damages, the requirement may be unenforceable under the North Dakota Law.
- h. If the Agreement requires consent to a limitation of claims, the requirement is void and the statute of limitations under the North Dakota Law shall apply.
- i. If the Agreement requires consent to payment of all costs and expenses incurred in the enforcement of the Agreement, the requirement is void. The prevailing party in any such action is entitled to recover all costs and expenses, including reasonable attorneys' fees.
- j. Section IV. of this Agreement is amended to state that the Franchise Fee and all other initial payments Franchisee owes to Franchisor before Franchisee opens its Restaurant shall be deferred until Franchisor satisfies all of its pre-opening obligations to Franchisee and Franchisee opens its Restaurant for business.

2. Under North Dakota Law, Franchisee is not required to waive its rights.

AMENDMENT TO FIVE GUYS FRANCHISOR, LLC
FRANCHISE AGREEMENT FOR THE COMMONWEALTH OF PUERTO RICO

The Five Guys Franchisor, LLC Franchise Agreement (the “Agreement”) between “Franchisee” or “You” and FIVE GUYS FRANCHISOR, LLC (“Franchisor”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

- a. Section IV.B.(1) of this Agreement is amended to state that, if the Restaurant is located in the Commonwealth of Puerto Rico, the Royalty Fee shall be 8% of the Restaurant’s Gross Sales during the preceding week.

AMENDMENT TO FIVE GUYS FRANCHISOR, LLC
FRANCHISE AGREEMENT FOR THE STATE OF RHODE ISLAND

The Five Guys Franchisor, LLC Franchise Agreement (the “Agreement”) between “Franchisee” or “You” and FIVE GUYS FRANCHISOR, LLC (“Franchisor”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

RHODE ISLAND LAW MODIFICATIONS

The Rhode Island Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Rhode Island law, including the Franchise Investment Act, R.I. Gen. Law. ch. 395 Sec. 19-28.1-1 -19-28.1-34. To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. If this Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, the requirement is void under Rhode Island Franchise Investment Act Sec. 19-28.1-14.
- b. If this Agreement requires that it be governed by a state’s law, other than the State of Rhode Island, to the extent that such law conflicts with Rhode Island Franchise Investment Act it is void under Sec. 19-28.1-14.
- c. If Franchisee is required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Rhode Island Franchise Investment Act, and such acknowledgments shall be void with respect to claims under the Act.

AMENDMENT TO FIVE GUYS FRANCHISOR, LLC
FRANCHISE AGREEMENT FOR THE STATE OF SOUTH DAKOTA

The Five Guys Franchisor, LLC Franchise Agreement (the “Agreement”) between “Franchisee” or “You” and FIVE GUYS FRANCHISOR, LLC (“Franchisor”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

SOUTH DAKOTA LAW MODIFICATIONS

1. The South Dakota Securities Regulation Office requires that certain provisions contained in franchise documents be amended to be consistent with South Dakota law, including the South Dakota Franchise Investment Act, S.D. Codified Laws §37-5B-5. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. Section IV. of the Agreement is amended to state that the South Dakota Securities Regulation, Division of Insurance requires Franchisor to defer payment of the initial franchise fee and all other initial payments Franchisee owes to Franchisor until Franchisor completes all of its pre-opening obligations under the Franchise Agreement.

**AMENDMENT TO FIVE GUYS FRANCHISOR, LLC
FRANCHISE AGREEMENT FOR THE COMMONWEALTH OF VIRGINIA**

The Five Guys Franchisor, LLC Franchise Agreement (the “Agreement”) between “Franchisee” or “You” and FIVE GUYS FRANCHISOR, LLC (“Franchisor”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

VIRGINIA LAW MODIFICATIONS

The Virginia State Corporation Commission’s Division of Securities requires that certain provisions contained in franchise documents be amended to be consistent with Virginia law, including the Virginia Retail Franchising Act. To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. Section IV. of the Agreement is amended to state that the Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires Franchisor to defer payment of the initial franchise fee and all other initial payments Franchisee owes to Franchisor until Franchisor completes all of its pre-opening obligations under the Franchise Agreement.

**AMENDMENT TO FIVE GUYS FRANCHISOR, LLC
FRANCHISE AGREEMENT FOR THE STATE OF WASHINGTON**

The Five Guys Franchisor, LLC Franchise Agreement (the “Agreement”) between “Franchisee” or “You” and FIVE GUYS FRANCHISOR, LLC (“Franchisor”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

WASHINGTON LAW MODIFICATIONS

The Director of the Washington Department of Financial Institutions requires that certain provisions contained in franchise documents be amended to be consistent with Washington law, including the Washington Franchise Investment Protection Act, WA Rev. Code §§ 19.100.010 to 19.100.940 (1991). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. Washington Franchise Investment Protection Act provides rights to You concerning nonrenewal and termination of the Agreement. If the Agreement contains a provision that is inconsistent with the Act, the Act shall control.
- b. If Franchisee is required in the Agreement to execute a release of claims, such release shall exclude claims arising under the Washington Franchise Investment Protection Act; except when the release is executed under a negotiated settlement after the Agreement is in effect and where the parties are represented by independent counsel. If there are provisions in the Agreement that unreasonably restrict or limit the statute of limitations period for claims brought under the Act, or other rights or remedies under the Act, those provisions may be unenforceable.
- c. If the Agreement requires litigation, arbitration or mediation to be conducted in a forum other than the State of Washington, the requirement may be unenforceable under Washington law. Arbitration involving a franchise purchased in the State of Washington, must either be held in the State of Washington or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.
- d. If the Agreement requires that it be governed by a state’s law, other than the State of Washington, and there is a conflict between the law and the Washington Franchise Investment Protection Act, the Washington Franchise Investment Protection Act shall control.

- e. Section IV. of the Agreement is amended to state that the Washington Department of Financial Institutions, Securities Division requires us to defer payment of the initial franchise fee and all other initial payments Franchisee owes to Franchisor until Franchisor completes all of its pre-opening obligations under the Franchise Agreement and Franchisee opens its Restaurant for business.

Each provision of these Amendments shall be effective only to the extent that the jurisdictional requirements, with respect to each such provision, are met independent of these Amendments. These Amendments shall have no force or effect if such jurisdictional requirements are not met.

[Signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has read and agrees to remain subject to the foregoing amendment, as applicable, and has executed the same by a duly authorized representative.

ATTEST:

By: _____

Print Name: _____

By: _____

Print Name: _____

FRANCHISOR:

FIVE GUYS FRANCHISOR, LLC

a Delaware limited liability company

By: _____

Name: _____

Title: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

ATTACHMENT H

FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT

As you know, FIVE GUYS FRANCHISOR, LLC (the “**Franchisor**”) and you are preparing to enter into a franchise agreement (the “**Franchise Agreement**”) for the establishment and operation of a FIVE GUYS® Restaurant (the “**Franchised Business**”). The purpose of this Questionnaire is to determine whether any statements or promises were made to you by employees or authorized representatives of the Franchisor, or by employees or authorized representatives of a broker acting on behalf of the Franchisor (“**Broker**”) that have not been authorized, or that were not disclosed in the Disclosure Document or that may be untrue, inaccurate or misleading. The Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor.

In the event that you are intending to purchase an existing Franchised Business from an existing Franchisee, you may have received information from the transferring Franchisee, who is not an employee or representative of the Franchisor. The questions below do not apply to any communications that you had with the transferring Franchisee. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing Franchised Business from an existing Franchisee?

Yes _____ No _____

2. I had my first face-to-face meeting with a Franchisor representative on _____, 20____.

3. Have you received and personally reviewed the Franchise Agreement, each amendment, and/or related agreement provided to you?

Yes _____ No _____

4. Do you understand all of the information contained in the Franchise Agreement, each amendment, and/or related agreement provided to you?

Yes _____ No _____

If no, what parts of the Franchise Agreement, any amendment, and/or related agreement do you not understand? (Attach additional pages, if necessary.)

5. Have you received and personally reviewed the Franchisor's Disclosure Document that was provided to you?

Yes _____ No _____

6. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes _____ No _____

7. Do you understand all of the information contained in the Disclosure Document and any state-specific addendum to the Disclosure Document?

Yes _____ No _____

If No, what parts of the Disclosure Document and/or addendum do you not understand? (Attach additional pages, if necessary.)

8. Have you discussed the benefits and risks of establishing and operating a Franchised Business with an attorney, accountant, or other professional advisor?

Yes _____ No _____

If No, do you wish to have more time to do so?

Yes _____ No _____

9. Do you understand that the success or failure of your Franchised Business shall depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, location, lease terms, your management capabilities and other economic, and business factors?

Yes _____ No _____

10. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the actual or potential revenues, profits or operating costs of any particular Franchised Business operated by the Franchisor or its franchisees (or of any group of such businesses), that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

11. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the amount of money you may earn in operating the franchised business that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

12. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the total amount of revenue the Franchised Business shall generate, that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

13. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating the Franchised Business that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

14. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

Yes _____ No _____

15. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor shall furnish to you that is contrary to, or different from, the information contained in the Disclosure Document or franchise agreement?

Yes _____ No _____

16. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise before today?

Yes _____ No _____

17. Have you paid any money to the Franchisor concerning the purchase of this franchise before today?

Yes _____ No _____

18. Have you spoken to any other franchisee(s) of this system before deciding to purchase this franchise? If so, who? _____

If you have answered No to question 9, or Yes to any one of questions 10-17, please provide a full explanation of each answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered Yes to question 9, and No to each of questions 10-17, please leave the following lines blank.

I signed the Franchise Agreement and Amendment (if any) on _____, 20____, and acknowledge that no Agreement or Amendment is effective until signed and dated by the Franchisor.

Please understand that your responses to these questions are important to us and that we shall rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions. In addition, by signing this Questionnaire, you also acknowledge that:

A. You recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including among other things, your skills and abilities, the hours worked by you, competition, interest rates, the economy, inflation, franchise location, operation costs, lease terms and costs and the marketplace. You hereby acknowledge your awareness of and willingness to undertake these business risks.

B. You agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representation, assurances, warranties, guarantees or promises made by Franchisor or any of its officers, employees or agents (including the Broker or any other broker) as to the likelihood of success of the franchise. Except as contained in the Disclosure Document, you acknowledge that you have not received any information from the Franchisor or any of its officers, employees or agents (including the Broker or any other broker) concerning actual, projected or forecasted franchise sales, profits or earnings. If you believe that you have received any information concerning actual, average, projected or forecasted franchise sales, profits or earnings other than those contained in the Disclosure Document, please describe those in the space provided below or write "None".

C. You further acknowledge that the President of the United States of America has issued Executive Order 13224 (the "Executive Order") prohibiting transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other anti-terrorism measures (the "Anti-Terrorism Measures"). The Franchisor therefore requires certain certifications that the parties with whom it deals are not directly involved in terrorism. For that reason, you hereby certify that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, is:

- (i) a person or entity listed in the Annex to the Executive Order;
- (ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism;
- (iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or
- (iv) owned or controlled by terrorists or sponsors of terrorism.

You further covenant that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, shall during the term of the Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure.

Acknowledged this ____ day of _____, 20____.

Sign here if you are taking the franchise as an
INDIVIDUAL

Signature

Print Name_____

Signature

Print Name_____

Signature

Print Name_____

Signature

Print Name_____

Sign here if you are taking the franchise as a
CORPORATION, LIMITED LIABILITY
COMPANY OR PARTNERSHIP

Print Name of Legal Entity

By:_____
Signature

Print Name_____

Title_____

EXHIBIT D TO THE DISCLOSURE DOCUMENT

LIST OF FRANCHISEES

EXHIBIT D**LIST OF FRANCHISEES**
(As of December 31, 2017)

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
Alabama		
	Gold Valley Development, LLC (Terry Neal Starling) 3760 Sixes Rd., Ste. 126-117 Canton, Georgia 30114 404-543-4904	Auburn University 121 N. College St. Auburn, AL 36830 334-502-8388
	Jubilee Restaurant Group, LLC (Seth Hargett and Daniel Harlin) 3333 New Hyde Park Rd., Ste. 301 New Hyde Park, NY 11042 Seth Hargett (251) 648-8159 Daniel Harlin (504) 722-7442	6860 Highway 90 (out parcel) Daphne, AL 36526
	Decatur Burgers, Inc. (Kumar Patel) 2302 Old Ridge Rd. Huntsville, AL 35802 (256) 652-0001	1241 Point Mallard Pkwy., Ste. 103 Decatur, AL 35601 256-355-1286
	Gold Valley Development, LLC (Terry Neal Starling) 3760 Sixes Rd., Ste. 126-117 Canton, GA 30114 404-543-4904	4650 W. Main St., Ste. 602 Dothan, AL 36305
	Huntsville Burgers, Inc. (Kumar Patel) 2302 Old Ridge Rd. Huntsville, AL 35802 (256) 652-0001	2881 Florence Blvd. Florence, AL 35630
	Jubilee Restaurant Group, LLC (Seth Hargett and Daniel Harlin) 3333 New Hyde Park Rd., Ste. 301 New Hyde Park, NY 11042 Seth Hargett (251) 648-8159 Daniel Harlin (504) 722-7442	3117 South McKenzie St. Foley, AL 36535
	Huntsville Burgers, Inc. (Kumar Patel) 2302 Old Ridge Rd. Huntsville, AL 35802 (256) 652-0001	1395 Enterprise Way Huntsville, AL 35806 256-382 -3526
	Huntsville Burgers, Inc. (Kumar Patel) 2302 Old Ridge Rd. Huntsville, AL 35802 (256) 652-0001	1221-A North Memorial Pkwy. Huntsville, AL 35811
	Jones Valley Burgers, Inc. (Kumar Patel) 2302 Old Ridge Rd. Huntsville, AL 35802 (256) 652-0001	2724 Carl T. Jones Dr. Huntsville, AL 35806 256-382-3150
	Philco Inc. (Phil Broadus) Post Office Box 7973 Spanish Fork, AL 36577 (703) 597-4940	4663 Airport Blvd. Mobile, AL 36608 251-300-8425
	Philco Inc. (Phil Broadus) Post Office Box 7973 Spanish Fork, AL 36577 (703) 597-4940	5319 Highway 90, Ste. A Mobile, AL 36582

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Philco Inc. (Phil Broadus) Post Office Box 7973 Spanish Fork, AL 36577 (703) 597-4940	1225 Satchel Page Dr., Ste. E100 Mobile, AL 36606 251-378-8768
	Gold Valley Development, LLC (Terry Neal Starling) 3760 Sixes Rd., Ste. 126-117 Canton, Georgia 30114 404-543-4904	7220 Eastchase Pkwy. Montgomery, AL 36117 334-239-7220
	Gold Valley Development, LLC (Terry Neal Starling) 3760 Sixes Rd., Ste. 126-117 Canton, GA 30114 404-543-4904	3078 Zelda Rd. Montgomery, AL 36106
	Gold Valley Development, LLC (Terry Neal Starling) 3760 Sixes Rd., Ste. 126-117 Canton, GA 30114 404-543-4904	2731 Legends Pkwy., Unit 14 Prattville, AL 36066 334-290-2090
Arizona		
	AZ FGB Operations, LLC (Keith Bubb) c/o AZ BMS, LLC 9004 Ghost Mountain Ave. Las Vegas, NV 89129 (702) 610-7777	1800 S. Milton Ave., Ste. 300 Flagstaff, AZ 86001
	AZ FGB Operations, LLC (Keith Bubb) c/o AZ BMS, LLC 9004 Ghost Mountain Ave. Las Vegas, NV 89129 (702) 610-7777	3455 Stockton Hill Rd. Kingman, AZ 86409 928-692-4415
	D & J Holdings, LLC (Douglas Vaughn and Jeffrey Noyce) 2430 E. Placita Sin Lujuria Tucson, AZ 85718 (913)707-3504 or (913) 638-3542	7077 N. Thornydale Rd., Ste. 105 Marana, AZ 85741
	AZ FGB Operations, LLC (Keith Bubb) c/o AZ BMS, LLC 9004 Ghost Mountain Ave. Las Vegas, NV 89129 (702) 610-7777	401 S. Beeline Hwy. Payson, AZ 85401 928-474-2716
	AZ FGB Operations, LLC (Keith Bubb) c/o AZ BMS, LLC 9004 Ghost Mountain Ave. Las Vegas, NV 89129 (702) 610-7777	254 Lee Blvd., Ste. 100 Prescott, AZ 86303
	D & J Holdings, LLC (Douglas Vaughn and Jeffrey Noyce) 2430 E. Placita Sin Lujuria Tucson, AZ 85718 (913) 707-3504 or (913) 638-3542	9484 E. 22 nd St. Tucson, AZ 85710 520-751-3832
	D & J Holdings, LLC (Douglas Vaughn and Jeffrey Noyce) 2430 E. Placita Sin Lujuria Tucson, AZ 85718 (913) 707-3504 or (913) 638-3542	5566 E. Broadway Blvd., Ste. 100 Tucson, AZ85711
	D & J Holdings, LLC (Douglas Vaughn and Jeffrey Noyce) 2430 E. Placita Sin Lujuria Tucson, AZ 85718 (913) 707-3504 or (913) 638-3542	2802 N. Campbell Ave. Tucson, AZ 85719 520-323-0590
	D & J Holdings, LLC (Douglas Vaughn and Jeffrey Noyce) 2430 E. Placita Sin Lujuria Tucson, AZ 85718 (913)707-3504 or (913) 638-3542	4362 N. Oracle Tucson, AZ 85705

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	D & J Holdings, LLC (Douglas Vaughn and Jeffrey Noyce) 2430 E. Placita Sin Lujuria Tucson, AZ 85718 (913)707-3504 or (913) 638-3542	5331 S. Calle Santa Cruz Tucson, AZ 85706 520-294-1354
	AZ FGB Operations, LLC (Keith Bubb) c/o AZ BMS, LLC 9004 Ghost Mountain Ave. Las Vegas, NV 89129 (702) 610-7777	1979 E. 16th St., Ste. 101 Yuma, AZ 85365
Arkansas		
	FGARK, LLC (Laurie Lowe, Cal Simmons, Ned Scherer) 1410 Spring Hill Rd., Ste. 400 McLean, VA 22102 (703) 836-4616	7110 Rogers Ave., Ste. 106 Ft. Smith, AR 72903
	FGARK, LLC (Laurie Lowe, Cal Simmons, Ned Scherer) 1410 Spring Hill Rd., Ste. 400 McLean, VA 22102 (703) 836-4616	2100 Stadium Blvd. Jonesboro, AR 72401
	FGARK, LLC (Laurie Lowe, Cal Simmons, Ned Scherer) 1410 Spring Hill Rd., Ste. 400 McLean, VA 22102 (703) 836-4616	13000 Chenal Pkwy., #100 Little Rock, AR 72223 501-225-1100
	FGARK, LLC (Laurie Lowe, Cal Simmons, Ned Scherer) 1410 Spring Hill Rd., Ste. 400 McLean, VA 22102 (703) 836-4616	2923 Lakewood Village Dr. North Little Rock, AR 72116 501-246-5295
	FGARK, LLC (Laurie Lowe, Cal Simmons, Ned Scherer) 1410 Spring Hill Rd., Ste. 400 McLean, VA 22102 (703) 836-4616	2007 Promenade Blvd. Rogers, AR 72758
California		
	Tripart Management, Inc. (Rakesh Kumar, Sunil Kumar, Jose Garzona) 817 Lurline Dr. Foster City, CA 94404 Rakesh Kumar (650) 868-4942 Jose Garzona (415) 309-3001 Sunil Kumar (415) 699-3220	2254 South Shore Ctr. Alameda, CA 94501 510-769-1788
	VenQuest Investments and Properties FG CA LLC (Ranganath Madhabhushi and Madhav Tadkapalli) 2791 Cowper St. Palo Alto, CA 94306 (408) 307-6455	190 Alamo Plaza Alamo, CA 94507 925-362-3375
	Tripart Management, Inc. (Rakesh Kumar, Sunil Kumar, Jose Garzona) 817 Lurline Dr. Foster City, CA 94404 Rakesh Kumar (650) 868-4942 Jose Garzona (415) 309-3001 Sunil Kumar (415) 699-3220	1000 El Camino Real Belmont, CA 94002 650-610-0684
	VenQuest Investments and Properties FG CA LLC (Ranganath Madhabhushi and Madhav Tadkapalli) 2791 Cowper St. Palo Alto, CA 94306 (408) 307-6455	6660 Loan Tree Way, Ste. 8A Brentwood, CA 94513-5370

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	1450 Howard Avenue, Inc. (Rakesh Kumar, Jose Garzona) 555 Pilgrim Dr., Ste. A Foster City, CA 94404 Rakesh Kumar (650) 868-4942 Jose Garzona (415) 309-3001	Safeway Shopping Ctr. 203 Primrose Ave. Burlingame, CA 94010
	JAK Burgers, LLC (Karl Gittelman) 33721 Shannon Ln. San Juan Capistrano, CA 92675 (949) 412-4129	48650 Seminole Dr. Cabazon, CA 92230 951-922-0088
	Ocean Guys, Inc. (Malav Patel, Jayesh Parikh) 12929 Pierce Rd. Saratoga, CA 95070 (408) 218-2548	1855 41 st Ave. Capitola, CA 95010 831-475-1948
	Encore FGBF, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	1840 Herndon Ave., Bldg. B, Ste. 105 Clovis, CA 93611 559-321-2002
	VenQuest Investments and Properties FG CA LLC (Ranganath Madhabhushi and Madhav Tadkapalli) 2791 Cowper St. Palo Alto, CA 94306 (408) 307-6455	5442 Ygnacio Valley Rd. Concord, CA 94521
	California Burgers and Fries, Inc. (Daniel Kuhnert) 2660 Acuna Ct. Carlsbad, CA 92009 (760) 438-2088	2690 Tuscany St. Corona, CA 92881
	Tripart Management, Inc. (Rakesh Kumar, Sunil Kumar, Jose Garzona) 817 Lurline Dr. Foster City, CA 94404 Rakesh Kumar (650) 868-4942 Jose Garzona (415) 309-3001 Sunil Kumar (415) 699-3220	4930 Dublin Blvd. #680 Dublin, CA 94568
	Encore FGBF, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	9257 Laguna Springs Dr. Elk Grove, CA 95624 916-478-9616
	Encore FGBF, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	1570 Gateway Blvd. Fairfield, CA 94533
	Encore FGBF, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	2750 East Bidwell St., #100 Folsom CA 95630 916-469-0001
	White Rock Ventures LLC (Greg Anderson and Kyle S. Anderson) 3438 Sugar Leo Rd. St. George, UT 84790 Greg Anderson (435) 229-4200 Kyle S. Anderson (435) 229-4200	15218 Summit Ave., Ste. A100 Fontana, CA 92336

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	M&J Holdings, LLC (Jerome Ma) 2567 Harmony Hill Dr. Diamond Bar, CA 91765 (949) 232-8190	10540 Sierra Avenue Fontana, CA 92337 951-751-6668
	Rakesh Kumar, Sunil Kumar, Jose Garzona 817 Lurline Dr. Foster City, CA 94405 (650) 868-4942	933 E. Hillsdale Blvd. Foster City, CA 94404 650-235-9485
	Rakesh Kumar, Sunil Kumar, Jose Garzona 817 Lurline Dr. Foster City, CA 94405 (650) 868-4942	43810 Christy St. Fremont, CA 94538 510-353-1331
	Encore FGBF, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	7762 N. Blackstone Avenue Fresno, CA 92591
	Encore FGBF, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	6623 Riverside Dr. Fresno, CA 93722 559-650-0464
	Encore FGBF, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	Fashion Fair Mall 645 East Shaw Ave. Fresno, CA 93710 559-462-0626
	Encore FGBF, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	3074 E. Campus Pointe Dr. Fresno, CA 93710 559-206-6730
	Encore FGBF, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	1693 West Lacey Blvd., Ste. A Hanford, CA 93230 559-772-3344
	Tripart Management, Inc. (Rakesh Kumar, Sunil Kumar, Jose Garzona) 817 Lurline Dr. Foster City, CA 94404 Rakesh Kumar (650) 868-4942 Jose Garzona (415) 309-3001 Sunil Kumar (415) 699-3220	19621 Hesperian Blvd. Hayward, CA 94541
	White Rock Ventures LLC (Greg Anderson and Kyle S. Anderson) 3438 Sugar Leo Rd. St. George, UT 84790 Greg Anderson (435) 229-4200 Kyle S. Anderson (435) 229-4200	12719 Main St. Hesperia, CA 92344 760-995-7754
	JAK Burgers, LLC (JoAnn Gittelman, Karl Gittelman) 33721 Shannon Ln. San Juan Capistrano, CA 92675 949-412-4129	78-445 Hwy. 111 La Quinta, CA 92253 760-771-9300

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Encore FGBF, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	2640 Reynolds Ranch Pkwy. Lodi, CA 95240 209-333-9750
	Encore FGBF, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	2140 Daniels St. Manteca, CA 95337 918-527-0684
	California Burgers and Fries, Inc. (Daniel Kuhnert) 2660 Acuna Ct. Carlsbad, CA 92009 (760) 438-2088	27774 Newport Rd., Ste. 103 Menifee, CA 92584 951-679-7111
	Encore FGBF, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	3572 G St. Merced, CA 95340 209-205-4312
	FG Hospitality, LLC (Jerome Ma) 2567 Harmony Hill Dr. Diamond Bar, CA 91765 (949) 232-8190	6285 Pats Ranch Rd., Ste. A, Mira Loma, CA 91752
	Encore FGBF, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	2199 Claribel Rd. Modesto, CA 95357 209-205-4334
	FG Hospitality, LLC (Jerome Ma) 2567 Harmony Hill Dr. Diamond Bar, CA 91765 (949) 232-8190	12515 Frederick St., A-3 Moreno Valley, CA 92553
	Tripart Management II, Inc. (Rakesh Kumar, Sunil Kumar, Jose Garzona) 1118 Chess Dr. Foster City, CA 94404 Rakesh Kumar (650) 868-4942 Jose Garzona (415) 309-3001 Sunil Kumar (415) 699-3220	775 Cochrane Rd., Ste. 100 Morgan Hills, CA 95037
	Tripart Management II, Inc. (Rakesh Kumar, Sunil Kumar, Jose Garzona) 1118 Chess Dr. Foster City, CA 94404 Rakesh Kumar (650) 868-4942 Jose Garzona (415) 309-3001 Sunil Kumar (415) 699-3220	2098 El Camino Real Mountain View, CA 94040 650-962-1882
	White Rock Ventures LLC (Greg Anderson and Kyle S. Anderson) 3438 Sugar Leo Rd. St. George, UT 84790 Greg Anderson (435) 229-4200 Kyle S. Anderson (435) 229-4200	1255 Hamner Ave. Norco, CA 92880
	JAK Burgers, LLC (Karl Gittelman) 33721 Shannon Ln. San Juan Capistrano, CA 92675 949-412-4129	5200 E. Ramon Rd., Ste. F2 Palm Springs, CA 92264 949-413-4128

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Tripart Management, Inc. (Rakesh Kumar, Sunil Kumar, Jose Garzona) 817 Lurline Dr. Foster City, CA 94404 Rakesh Kumar (650) 868-4942 Jose Garzona (415) 309-3001 Sunil Kumar (415) 699-3220	401 Kenilworth Dr., Ste. 650 Petaluma, CA 95942 707-765-2255
	VenQuest Investments and Properties FG CA LLC (Ranganath Madhabhushi and Madhav Tadkapalli) 2791 Cowper St. Palo Alto, CA 94306 (408) 307-6455	2782 Pinole Valley Rd. Pinole, CA 94564 510-223-6031
	VenQuest Investments and Properties FG CA LLC (Ranganath Madhabhushi and Madhav Tadkapalli) 2791 Cowper St. Palo Alto, CA 94306 (408) 307-6455	100 Crescent Dr., Unit 7A Pleasant Hill, CA 94523 925-609-8400
	Encore FGBF, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	2310 Sunrise Blvd. Rancho Cordova, CA 95670 916-625-4202
	White Rock Ventures LLC (Greg Anderson and Kyle S. Anderson) 3438 Sugar Leo Rd. St. George, UT 84790 Greg Anderson (435) 229-4200 Kyle S. Anderson (435) 229-4200	7945 Haven Ave. Rancho Cucamonga, CA 91730
	JAK Burgers, LLC (Karl Gittelman) 33721 Shannon Ln. San Juan Capistrano, CA 92675 949-412-4129	71-800 Hwy. 111, Ste. 134A Rancho Mirage, CA 92270
	Keep Smile Trading USA, Inc. (Freedom Yang) 3320 Lenonis Blvd. Vernon, CA 90058 (909) 556-5061; (323) 540-7738	961 Dana Dr., Ste. 150 Redding, CA 96003
	White Rock Ventures LLC (Greg Anderson and Kyle S. Anderson) 3438 Sugar Leo Rd. St. George, UT 84790 Greg Anderson (435) 229-4200 Kyle S. Anderson (435) 229-4200	10060 Alabama, Ste. A Redlands, CA 92374
	Tripart Management, Inc. (Rakesh Kumar, Sunil Kumar, Jose Garzona) 817 Lurline Dr. Foster City, CA 94404 Rakesh Kumar (650) 868-4942 Jose Garzona (415) 309-3001 Sunil Kumar (415) 699-3220	801 Middlefield Rd. Redwood City, CA 94063
	Encore FGBF, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	8620 Sierra College Blvd., Ste. 150 Roseville, CA 95661

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Encore FGBF, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	4630 Natomas Blvd. Sacramento, CA 95835 916-419-4109
	Ocean Guys, Inc. (Malav Patel, Jayesh Parikh) 12929 Pierce Rd. Saratoga, CA 95070 (408) 218-2548	1742 North Main St. Salinas, CA 93906
	FG Hospitality, LLC (Jerome Ma) 2567 Harmony Hill Dr. Diamond Bar, CA 91765 (949) 232-8190	525 E. Hospitality Ln., Ste. D San Bernardino, CA 92408
	Tripart Management, Inc. (Rakesh Kumar, Sunil Kumar, Jose Garzona) 817 Lurline Dr. Foster City, CA 94404 Rakesh Kumar (650) 868-4942 Jose Garzona (415) 309-3001 Sunil Kumar (415) 699-3220	1150 El Camino Real, #220 San Bruno, CA 94066
	R&N Management, Inc. (Jim Nicol and Millie Woo) 104 Glasgow Lane San Carlos, CA 94070 Jim Nicol (650)888-9205 Millie Woo (415) 860-7171	121 Curtner Ave. San Jose, CA 95125 408-293-9800
	R & N Management Inc. (Jim Nicol and Millie Woo) 104 Glasgow Ln. San Carlos, CA 94070 Jim Nicol (650)888-9205 Millie Woo (415) 860-7171	5353 Almaden Expressway N60 San Jose, CA 95112
	R&N Management, Inc. (Jim Nicol and Millie Woo) 104 Glasgow Ln. San Carlos, CA 94070 Jim Nicol (650)888-9205 Millie Woo (415) 860-7171	5205 Prospect Rd. San Jose, CA 95129
	R&N Management, Inc. (Jim Nicol and Millie Woo) 104 Glasgow Ln. San Carlos, CA 94070 Jim Nicol (650)888-9205 Millie Woo (415) 860-7171	5660 Cottle Rd. San Jose, CA 95123 408-363-8200
	R&N Management, Inc. (Jim Nicol and Millie Woo) 104 Glasgow Ln. San Carlos, CA 94070 Jim Nicol (650)888-9205 Millie Woo (415) 860-7171	N. 1st. and Hwy. 237 San Jose, CA 95134
	Tripart Management II, Inc. (Rakesh Kumar, Sunil Kumar, Jose Garzona) 1118 Chess Dr. Foster City, CA 94404 Rakesh Kumar (650) 868-4942 Jose Garzona (415) 309-3001 Sunil Kumar (415) 699-3220	1015 E. Brokaw Rd., Ste. 70 San Jose, CA 95131
	R & N Management Inc. (Jim Nicol and Millie Woo) 104 Glasgow Ln. San Carlos, CA 94070 Jim Nicol (650)888-9205 Millie Woo (415) 860-7171	1205 The Alameda, Ste. 10 San Jose, CA 95126 408-816-8230

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	R & N Management Inc. (Jim Nicol and Millie Woo) 104 Glasgow Ln. San Carlos, CA 94070 Jim Nicol (650)888-9205 Millie Woo (415) 860-7171	2007 Camden Ave. San Jose, CA 95124 408-429-8831
	Ocean Guys, Inc. (Malav Patel, Jayesh Parikh) 12929 Pierce Rd. Saratoga, CA 95070 (408) 218-2548	1101 Pacific Ave., Ste. A Santa Cruz, CA 95060 831-600-8541
	Tripart Management, Inc. (Rakesh Kumar, Sunil Kumar, Jose Garzona) 817 Lurline Dr. Foster City, CA 94404 Rakesh Kumar (650) 868-4942 Jose Garzona (415) 309-3001 Sunil Kumar (415) 699-3220	Mendocino Marketplace 2280 Mendocino Ave., Ste. B-5 Santa Rosa, CA 95403
	Tripart Management, Inc. (Rakesh Kumar, Sunil Kumar, Jose Garzona) 817 Lurline Dr. Foster City, CA 94404 Rakesh Kumar (650) 868-4942 Jose Garzona (415) 309-3001 Sunil Kumar (415) 699-3220	2278 Westborough Blvd. South San Francisco, CA 94080 650-244-9900
	Encore FGBF, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	5633 Pacific Ave. Stockton, CA 95207 209-473-9922
	R&N Management, Inc. (Jim Nicol and Millie Woo) 104 Glasgow Ln. San Carlos, CA 94070 Jim Nicol (650) 888-9205 Millie Woo (415) 860-7171	116 E. El Camino Real Sunnyvale, CA 94085 408-830-9100
	California Burgers and Fries, Inc. (Daniel Kuhnert) 2660 Acuna Ct. Carlsbad, CA 92209 (760) 438-2088	40426 Winchester Rd. Temecula, CA 92591 951-296-1955
	California Burgers and Fries, Inc. (Daniel Kuhnert) 2660 Acuna Ct. Carlsbad, CA 92209 (760) 438-2088	32195 Temecula Pkwy., Ste. 104 Temecula, CA 92592
	Encore FGBF, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	2970 W. Grant Line Rd. Tracy, CA 95304
	Encore FGBF, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	1651 E. Monte Vista Ave., #102 Vacaville, CA 95688 707-447-1477
	Encore FGBF, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	768 Ikea Ct., Ste. 120 West Sacramento, CA 95605

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
Colorado		
	Encore FGBF Colorado, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	2300 S. Parker Rd. Aurora, CO 80209 303-751-7449
	Encore FGBF Colorado, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	6710 Cornerstar Way, Unit C Aurora, CO 80016 303-699-4100
	Encore FGBF Colorado, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	23963 E. Prospect Ave. Aurora, CO 80016 303-627-5440
	Encore FGBF Colorado, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	3751 N. Tower Rd. Aurora, CO 80011 303-371-0314
	BurgersRock, LLC (Robin Karst) PO Box 270007 Fort Collins, CO 80527 571-723-1780	1855 29 th St. Boulder, CO 80301 303-440-3780
	BurgersRock, LLC (Robin Karst) PO Box 270007 Fort Collins, CO 80527 571-723-1780	4480 @ 121 st Ave. Broomfield, CO 80020 720-887-5989
	BurgersRock, LLC (Robin Karst) PO Box 270007 Fort Collins, CO 80527 571-723-1780	570 Zang St. Broomfield, CO 80021 303-440-3780
	Jeffrey Parker 3578 Hartsel Dr., Ste. E-130 Colorado Springs, CO 80920	34 E. Allen St., Ste. 100 Castle Rock, CO 80108
	Jeffrey Parker 3578 Hartsel Dr., Ste. E-130 Colorado Springs, CO 80920	7252 N. Academy Blvd. Ste. 120 Colorado Springs, CO 80920 719-264-6400
	Jeffrey Parker 3578 Hartsel Dr., Ste. E-130 Colorado Springs, CO 80920	3336 Cinema Point Colorado Springs, CO 80922 719-380-4601
	Encore FGBF Colorado, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	2023 S. Colorado Blvd., Ste. A Denver, CO 80210 303-758-7007
	Encore FGBF Colorado, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	8201 E. Northfield Blvd. Denver, CO 80238 303-371-3483
	Encore FGBF Colorado, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	4989 S. Broadway, Ste A Englewood, CO 80113 303-806-1111

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	BurgersRock, LLC (Robin Karst) PO Box 270007 Fort Collins, CO 80527 571-723-1780	1335 West Elizabeth, #100 Fort Collins, CO 80521 970-797-2428
	BurgersRock, LLC (Robin Karst) PO Box 270007 Fort Collins, CO 80527 571-723-1780	2842 Council Tree Ave., #173 Fort Collins, CO 80525 970-204-9140
	Encore FGBF Colorado, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	8547 E. Arapahoe Rd. Greenwood Village, CO 80112
	Encore FGBF Colorado, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	9352 S. Colorado Blvd. Highlands Ranch, CO 80126 303-470-0775
	Encore FGBF Colorado, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	14630 West Colfax Ave. Lakewood, CO 80401 303-278-3554
	Jeffrey Parker 3578 Hartsel Dr., Ste. E-130 Colorado Springs, CO 80920	9992 Commons St. Lonetree, CO 80124 303-925-1955
	BurgersRock, LLC (Robin Karst) PO Box 270007 Fort Collins, CO 80527 571-723-1780	1708 Main St., #300 Longmont, CO 80501 303-485-8924
	Encore FGBF Colorado, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	14326 Lincoln Street Thornton, CO 80023 720-644-9380
Delaware		
	Rockham 5G DE, LLC (Drew Smith) Post Office Box 1437 Exton, PA 19341 (703) 869-8483	1249 Quintilio Dr. Bear, DE 19701 302-832-7555
	Rockham 5G DE, LLC (Drew Smith) Post Office Box 1437 Exton, PA 19341 (703) 869-8483	136 Lantana Dr. Hockessin, DE 19707 302-239-1250
	Rockham 5G DE, LLC (Drew Smith) Post Office Box 1437 Exton, PA 19341 (703) 869-8483	2217 Concord Pkwy. Wilmington, DE 19803
	Rockham 5G DE, LLC (Drew Smith) Post Office Box 1437 Exton, PA 19341 (703) 869-8483	3234 B. Kirkwood Hwy. Wilmington, DE 19808 302-998-2955
Florida		
	Gator Subs Vision LLC (George Estep and Scott Strahm) 3685 North National Rd. Columbus, IN 47201 George Estep - (812) 375-0140	229 E. Altamonte Dr., Ste. 1130 Altamonte Springs, FL 32701 407-478-6900

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Monument Restaurants VI, LLC (Thomas Horton) One Monument Ave. 413 Stuart Circle, Ste. 318 Richmond, VA 23222 (804) 237-8912	19575 Biscayne Blvd., #1413 Aventura, FL 33180 305-466-5600
	MPR Development, LLC (Patrick Tracy, Thomas Tracy, Matt Tracy, Ryan Tracy) 128 Timberwalk Trail Jupiter, FL 33458 Thomas Tracy (703) 283-3400 Matt Tracy (703) 216-2600 Pat Tracy (561) 846-2076 Ryan Tracy (703) 216-5723	2240 NW 19 th St. Boca Raton, FL 34110 561-368-8384
	MPR Development, LLC (Patrick Tracy, Thomas Tracy, Matt Tracy, Ryan Tracy) 128 Timberwalk Trail Jupiter, FL 33458 Thomas Tracy (703) 283-3400 Matt Tracy (703) 216-2600 Pat Tracy (561) 846-2076 Ryan Tracy (703) 216-5723	1950 Congress Ave., Ste. 110 Boynton Beach, FL 33426 561-369-4460
	Tamiami Burgers, Inc. (John Baylis) 10115 Day Lily Ct. Bradenton, FL 34212 (703) 964-6812	6783 Manatee Ave. West Bradenton, FL 34209 941-794-3700
	Five G, LLC (Kenneth Franklin, Patrick Farrell and Michael Farrell) 6020 Winthrop Town Center Ave. Riverview, FL 33578 (917) 930-9145	1513 W. Brandon Blvd. Brandon, FL 33511 813-409-2095
	Gator Subs Vision LLC (George Estep and Scott Strahm) 3685 North National Rd. Columbus, IN 47201 George Estep - (812) 375-0140	13171 Cortez Blvd. Brooksville, FL 34613 352-597-6887
	M Assets, LLC (Dan Beaulieu) 9219 Blue Sage Rd. Clinton, IL 61727 (502) 345-1200	1860 Pine Island Rd., Ste. 210 Cape Coral, FL 33991 239-242-0384
	M Assets, LLC (Dan Beaulieu) 9219 Blue Sage Rd. Clinton, IL 61727 (502) 345-1200	2612 Santa Barbara Blvd. Cape Coral, FL 33914 239-242-6620
	Bengel's Burgers, LLC (Charles Bengel) 5061 Polk Ave. Alexandria, VA 22304 (703) 625-0064	6240 W. Irlo Bronson Memorial Hwy 192 Celebration, FL 34747 407-566-8860
	JN Investments, LLC (John Nguyen and Anh Pham) 13201 Cartharpin Valley Dr. Gainesville, VA 20155 (571) 261-5065	20505 US Hwy. 19 Clearwater, FL 33759 727-726-0100
	Monument Restaurants VI, LLC (Thomas Horton) One Monument Ave. 413 Stuart Circle, Ste. 318 Richmond, VA 23222 (804) 237-8912	1540 S. Dixie Hwy. Coral Gables, FL 33134 305-740-5972

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Bengel's Burgers, LLC (Charles Bengel) 5061 Polk Ave. Alexandria, VA 22304 (703) 625-0064	2470 International Speedway Daytona Beach, FL 32114 386-258-7926
	Yukon Broward, LLC (Reas Kondraschow and Yanmei Gao) 6278 N. Federal Hwy., Ste. 284 Ft. Lauderdale, FL 33308 (908) 391-7827	296 S. Federal Hwy. Deerfield Beach, FL 33441 954-570-0375
	MPR Development, LLC (Patrick Tracy, Thomas Tracy, Matt Tracy, Ryan Tracy) 128 Timberwalk Trail Jupiter, FL 33458 Thomas Tracy (703) 283-3400 Matt Tracy (703) 216-2600 Pat Tracy (561) 846-2076 Ryan Tracy (703) 216-5723	571 Linton Blvd. Delray Beach, FL 3444 561-2663162
	Monument Restaurants VI, LLC (Thomas Horton) One Monument Ave. 413 Stuart Circle, Ste. 318 Richmond, VA 23222 (804) 237-8912	9725 NW 41 st St. Doral, FL 33178 305-591-8743
	M Assets, LLC (Dan Beaulieu) 9219 Blue Sage Rd. Clinton, IL 61727 (502) 345-1200	23050 Via Villagio Pkwy., #105 Estero, FL 33928 239-948-7106
	Yukon Broward, LLC (Reas Kondraschow and Yanmei Gao) 6278 N. Federal Hwy., Ste. 284 Ft. Lauderdale, FL 33308 (908) 391-7827	1816 Cordova Rd. Ft. Lauderdale, FL 33316 954-358-5862
	Yukon Broward, LLC (Reas Kondraschow and Yanmei Gao) 6278 N. Federal Hwy., Ste. 284 Ft. Lauderdale, FL 33308 (908) 391-7827	6365 N. Andrews Ave. Ft. Lauderdale, FL 33309
	M Assets, LLC (Dan Beaulieu) 9219 Blue Sage Rd. Clinton, IL 61727 (502) 345-1200	3268 Forum Blvd., Ste. 207 Ft. Meyers, FL 33905 239-936-4169
	M Assets, LLC (Dan Beaulieu) 9219 Blue Sage Rd. Clinton, IL 61727 (502) 345-1200	12640 S. Cleveland Ave., Unit 201 Ft. Myers, FL 33907
	M Assets, LLC (Dan Beaulieu) 9219 Blue Sage Rd. Clinton, IL 61727 (502) 345-1200	16230 Summerlin Rd., #201 Ft. Meyers, FL 33908 293-267-2813
	Yukon Broward, LLC (Reas Kondraschow and Yanmei Gao) 6278 N. Federal Hwy., Ste. 284 Ft. Lauderdale, FL 33308 (908) 391-7827	800 East Hallandale Beach Blvd. Hallandale Beach, FL 33009 954-589-1281

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	MPR Development, LLC (Patrick Tracy, Thomas Tracy, Matt Tracy, Ryan Tracy) 128 Timberwalk Trail Jupiter, FL 33458 Thomas Tracy (703) 283-3400 Matt Tracy (703) 216-2600 Pat Tracy (561) 846-2076 Ryan Tracy (703) 216-5723	2532 W. Indiantown Rd., #10 Jupiter, FL 33458
	E. Miles Prentice, III Eaton & Van Winkle LLP 3 Park Ave., 16 th Floor New York, New York 10016	2814 N. Roosevelt Blvd. Key West, FL 33040
	Bengel's Burgers, LLC (Charles Bengel) 5061 Polk Ave. Alexandria, VA 22304 (703) 625-0064	1310 W. Osceola Pkwy. Kissimmee, FL 34741 407-201-3929
	Gator Subs Vision LLC (George Estep and Scott Strahm) 3685 North National Rd. Columbus, IN 47201 George Estep - (812) 375-0140	586 N. Hwy. 27/US 441 Lady Lake, FL 32159 352-561-4686
	JN Investments, LLC (John Nguyen and Anh Pham) 13201 Cartharpin Valley Dr. Gainesville, VA 20155 (571) 261-5065	13680 Welsingham Rd. Largo, FL 33774 727-595-4400
	Yukon Broward, LLC (Reas Kondraschow and Yanmei Gao) 6278 N. Federal Hwy., Ste. 284 Ft. Lauderdale, FL 33308 (908) 391-7827	7268 W. Atlantic Blvd. Margate, FL 33063 954-975-4818
	Bengel's Burgers, LLC (Charles Bengel) 5061 Polk Ave. Alexandria, VA 22304 (703) 625-0064	500 E. Merritt Island CSWY Merritt Island, FL 32952
	Monument Restaurants VI, LLC (Thomas Horton) One Monument Ave. 413 Stuart Circle, Ste. 318 Richmond, VA 23222 (804) 237-8912	3401 North Miami Ave., Ste. 214 Miami, FL 33127 305-571-8345
	Monument Restaurants VI, LLC (Thomas Horton) One Monument Ave. 413 Stuart Circle, Ste. 318 Richmond, VA 23222 (804) 237-8912	13440 SW 120 th St. Miami, FL 33186 786-573-9623
	Monument Restaurants VI, LLC (Thomas Horton) One Monument Ave. 413 Stuart Circle, Ste. 318 Richmond, VA 23222 (804) 237-8912	10471 SW 88 th St., #B-103 Miami, FL 33176 305-270-4990
	Monument Restaurants VI, LLC (Thomas Horton) One Monument Ave. 413 Stuart Circle, Ste. 318 Richmond, VA 23222 (804) 237-8912	FIU 1433 SW 107 Ave. Miami, FL 33174
	Monument Restaurants VI, LLC (Thomas Horton) One Monument Ave. 413 Stuart Circle, Ste. 318 Richmond, VA 23222 (804) 237-8912	401 Biscayne Blvd. Miami, FL 33132 305-373-3506

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Monument Restaurants VI, LLC (Thomas Horton) One Monument Ave. 413 Stuart Circle, Ste. 318 Richmond, VA 23222 (804) 237-8912	1500 Washington Ave. Miami Beach, FL 33139 305-538-3807
	Gator Subs Vision LLC (George Estep and Scott Strahm) 3685 North National Rd. Columbus, IN 47201 George Estep - (812) 375-0140	19009 Hwy 441 Mount Dora, FL 32757
	54 FL LLC (Jeannie Schlesinger) 11983 N. Tamiami Trail, Ste. 157 Naples, FL 34110 (239) 207-2541	1410 Pine Ridge Rd. Naples, FL 239-261-5603
	54 FL LLC (Jeannie Schlesinger) 11983 N. Tamiami Trail, Ste. 157 Naples, FL 34110 (239) 207-2541	13585 Tamiami Trails North Naples, FL 34110 239-566-1200
	54 FL LLC (Jeannie Schlesinger) 11983 N. Tamiami Trail, Ste. 157 Naples, FL 34110 (239) 207-2541	7335 Radio Rd., Ste. 109 Naples, FL 34104 239-352-9820
	54 FL LLC (Jeannie Schlesinger) 11983 N. Tamiami Trail, Ste. 157 Naples, FL 34110 (239) 207-2541	7685 Colliers Blvd. Naples, FL 34113 239-732-9502
	Monument Restaurants VI-A, LLC (Thomas Horton) One Monument Ave. 413 Stuart Circle, Ste. 318 Richmond, VA 23222 (804) 237-8912	13286 Biscayne Blvd. North Miami, FL 33181
	Tamiami Burgers, Inc. (John Baylis) 10115 Day Lily Ct. Bradenton, FL 34212 (703) 964-6812	17819 Tamiami Trail North Port, FL 34287 941-423-1215
	Bengel's Burgers, LLC (Charles Bengel) 5061 Polk Ave. Alexandria, VA 22304 (703) 625-0064	898 Saxon Blvd. Orange City, FL 32763
	Gator Subs Vision LLC (George Estep and Scott Strahm) 3685 North National Rd. Columbus, IN 47201 George Estep - (812) 375-0140	Baldwin Park Village Center 4821 New Broad St. Orlando, FL 32814 407-219-3366
	Bengel's Burgers, LLC (Charles Bengel) 5061 Polk Ave. Alexandria, VA 22304 (703) 625-0064	8001 S. Orange Blossom Trail Orlando, FL 32809 407-851-5299
	Bengel's Burgers, LLC (Charles Bengel) 5061 Polk Ave. Alexandria, VA 22304 (703) 625-0064	4969 International Dr. (the Prime Outlets) Orlando, FL 407-352-8362
	Bengel's Burgers, LLC (Charles Bengel) 5061 Polk Ave. Alexandria, VA 22304 (703) 625-0064	551 N. Alafaya Trail Orlando, FL 32828 321-235-5006

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Bengel's Burgers, LLC (Charles Bengel) 5061 Polk Ave. Alexandria, VA 22304 (703) 625-0064	West Sandlake Rd. and S. John Young Pkwy. Orlando, FL 407-352-8899
	Bengel's Burgers, LLC (Charles Bengel) 5061 Polk Ave. Alexandria, VA 22304 (703) 625-0064	6125 S. Semoran Blvd. Orlando, FL 32822 407-856-2992
	Bengel's Burgers, LLC (Charles Bengel) 5061 Polk Ave. Alexandria, VA 22304 (703) 625-0064	3120 S. Kirkman Rd. Orlando, FL 32811 407-292-0422
	Bengel's Burgers, LLC (Charles Bengel) 5061 Polk Ave. Alexandria, VA 22304 (703) 625-0064	2520 S. Orange Avenue Orlando, FL 32806 407-648-7430
	Bengel's Burgers, LLC (Charles Bengel) 5061 Polk Ave. Alexandria, VA 22304 (703) 625-0064	8324 International Dr. Orlando, FL 32819 407-730-2339
	Bengel's Burgers, LLC (Charles Bengel) 5061 Polk Ave. Alexandria, VA 22304 (703) 625-0064	8031 Turkey Lake Rd., Ste. 100 Orlando, FL 32819 407-930-1261
	Bengel's Burgers, LLC (Charles Bengel) 5061 Polk Ave. Alexandria, VA 22304 (703) 625-0064	4698 Gardens Park Blvd. Orlando, FL 32839 407-458-9567
	Jubilee Restaurant Group, LLC (Seth Hargett, Daniel Harlin) 3333 New Hyde Park Rd., #301 New Hyde Park, NY 11042 251-648-8159	4796 Hwy. 90 Pace, FL 32571 850-889-4656
	MPR Development, LLC (Patrick Tracy, Thomas Tracy, Matt Tracy, Ryan Tracy) 128 Timberwalk Trail Jupiter, FL 33458 Thomas Tracy (703) 283-3400 Matt Tracy (703) 216-2600 Pat Tracy (561) 846-2076 Ryan Tracy (703) 216-5723	11320 Legacy Ave., Ste. 100 Legacy Place Palm Beach Gardens, FL 33410 561-625-3888
	JN Investments, LLC (John Nguyen and Anh Pham) 13201 Catharpin Valley Dr. Gainesville, VA 20155 (571) 236-1214	300 East Lake Rd. Palm Harbor, FL 34686 727-784-8965
	Yukon Broward, LLC (Reas Kondraschow and Yanmei Gao) 6278 N. Federal Hwy., Ste. 284 Ft. Lauderdale, FL 33308 (908) 391-7827	11097 Pines Blvd. Pembroke Pines, FL 33026 954-367-0167
	Jubilee Restaurant Group, LLC (Seth Hargett, Daniel Harlin) 3333 New Hyde Park Rd., #301 New Hyde Park, NY 11042 251-648-8159	1690 Airport Blvd. Pensacola, FL 32504 850-484-5388

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Monument Restaurants VI, LLC (Thomas Horton) One Monument Ave. 413 Stuart Circle, Ste. 318 Richmond, VA 23222 (804) 237-8912	9457 S. Dixie Hwy. Pinecrest, FL 33156 305-669-2115
	JN Investments, LLC (John Nguyen and Anh Pham) 13201 Catharpin Valley Dr. Gainesville, VA 20155 (571) 236-1214	7056 US Hwy 19N & Park Blvd. Pinellas Park, FL 727-526-7800
	Yukon Broward, LLC (Reas Kondraschow and Yanmei Gao) 6278 N. Federal Hwy., Ste. 284 Ft. Lauderdale, FL 33308 (908) 391-7827	The Fountains 801 S. University Dr. Plantation, FL 33324
	M Assets, LLC (Dan Beaulieu) 9219 Blue Sage Rd. Clinton, IL 61727 (502) 345-1200	1900 Tamiami Trail, Ste. 100 Port Charlotte, FL 33948 941-764-0088
	Bengel's Burgers, LLC (Charles Bengel) 5061 Polk Ave. Alexandria, VA 22304 (703) 625-0064	5543 S. Williamson Blvd., #915 Port Orange, FL 32128 386-675-6594
	MPR Development, LLC (Patrick Tracy, Thomas Tracy, Matt Tracy, Ryan Tracy) 128 Timberwalk Trail Jupiter, FL 33458 Thomas Tracy (703) 283-3400 Matt Tracy (703) 216-2600 Pat Tracy (561) 846-2076 Ryan Tracy (703) 216-5723	1707 NW Port St. Lucie Blvd., #158 Port St. Lucie, FL 34986
	Five G, LLC (Kenneth Franklin, Patrick Farrell and Michael Farrell) 6020 Winthrop Town Center Ave. Riverview, FL 33578 (917) 930-9145	6022 Winthrop Town Center Ave. Riverview, FL 33578 813-661-6500
	Tamiami Burgers, Inc. (John Baylis) 6593 S. Tamiami Trail Sarasota, FL 34231 (941) 545-2229	6593 S. Tamiami Trail Sarasota, FL 34231
	Tamiami Burgers, Inc. (John Baylis) 6593 S. Tamiami Trail Sarasota, FL 34231 (941) 545-2229	5354 Fruitville Road, Unit 8 Sarasota, FL 34232 941-342-0170
	Flow Smart Five LLC (Greg Jones, James Garrettson and Patrick Donovan) 8245 Boone Blvd., Ste. 650 Vienna, VA 22182 (703) 421-9330	307 North Hwy. 27 Sebring, FL 33870 863-402-2093
	JN Investments, LLC (John Nguyen and Anh Pham) 13201 Cartharpin Valley Dr. Gainesville, VA 20155 (571) 261-5065	The Shoppes at Royale 1458 66 th St. North St. Petersburg, FL 33710 727-343-9600

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	MPR Development, LLC (Patrick Tracy, Thomas Tracy, Matt Tracy, Ryan Tracy) 128 Timberwalk Trail Jupiter, FL 33458 Thomas Tracy (703) 283-3400 Matt Tracy (703) 216-2600 Pat Tracy (561) 846-2076 Ryan Tracy (703) 216-5723	2185 SE Federal Hwy. Stuart, FL 34994 772-283-5454
	Gator Subs Vision LLC (George Estep and Scott Strahm) 3685 North National Rd. Columbus, IN 47201 George Estep - (812) 375-0140	17000 SR-54 Trinity, FL 34655 727-376-5885
	Tamiami Burgers, Inc. (John Baylis) 6593 S. Tamiami Trail Sarasota, FL 34231 (941) 545-2229	8447 Cooper Creek Blvd., University Park University Park, FL 34201 941-358-7900
	Flow Smart Five LLC (Greg Jones, James Garrettson and Patrick Donovan) 8245 Boone Blvd., Ste. 650 Vienna, VA 22182 (703) 421-9330	1335 US Hwy. 1, Publix Center Vero Beach, FL 772-299-4355
	Bengel's Burgers, LLC (Charles Bengel) 5061 Polk Ave. Alexandria, VA 22304 (703) 625-0064	2230 Town Center Ave. Viera, FL 32940 321-633-0033
	MPR Development, LLC (Patrick Tracy, Thomas Tracy, Matt Tracy, Ryan Tracy) 128 Timberwalk Trail Jupiter, FL 33458 Thomas Tracy (703) 283-3400 Matt Tracy (703) 216-2600 Pat Tracy (561) 846-2076 Ryan Tracy (703) 216-5723	10200 Forest Hill Blvd., Ste. 150 Wellington, FL 33414 561-790-7500
	Bengel's Burgers, LLC (Charles Bengel) 5061 Polk Ave. Alexandria, VA 22304 (703) 625-0064	225 Palm Bay Rd. West Melbourne, FL 32904 321-409-9940
	Bengel's Burgers, LLC (Charles Bengel) 5061 Polk Ave. Alexandria, VA 22304 (703) 625-0064	Winter Gardens Village 3107 Daniels Rd. Winter Gardens, FL 34787 407-905-9811
	Gator Subs Vision LLC (George Estep and Scott Strahm) 3685 North National Rd. Columbus, IN 47201 George Estep - (812) 375-0140	5848 Red Bug Lake Rd. Winter Springs, FL 32708 407-636-8100
	Gator Subs Vision LLC (George Estep and Scott Strahm) 3685 North National Rd. Columbus, IN 47201 George Estep - (812) 375-0140	7654 Gall Blvd. Zephyrhills, FL 33541
Georgia		
	HMP Burger Guys Acworth, LLC (Patel) 3400 Malone Dr., Ste. 111 Atlanta, GA 30341 (678) 637-1195	3450 Cobb Pkwy. Acworth, GA 30101 770-917-9377

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Buster's Resource Management, LLC (Grant Buster) 4744 32 nd St. N Arlington, VA 22207 (571) 499-7761	6410 N. Point Pkwy. Alpharetta, GA 30022 770-346-0366
	Buster's Resource Management, LLC (Grant Buster) 4744 32 nd St. N Arlington, VA 22207 (571) 499-7761	2192 North Point Circle Alpharetta, GA 30022 678-393-0067
	Atlanta's Best Burgers, LLC (Michael Melton) 1219 Towlston Rd. Great Falls, VA 22027 (703) 919-5289	Atlanta Hartsfield Jackson International Airport Concourse C, Gate 43 404-763-6909
	Atlanta's Best Burgers, LLC (Michael Melton) 1219 Towlston Rd. Great Falls, VA 22027 (703) 919-5289	Atlanta Hartsfield Jackson International Airport Concourse D, Gate 11 404-684-0102
	Atlanta's Best Burgers, LLC (Michael Melton) 1219 Towlston Rd. Great Falls, VA 22027 (703) 919-5289	1000 Northside Dr. Atlanta, GA 30318
	Atlanta's Best Burgers, LLC (Michael Melton) 1219 Towlston Rd. Great Falls, VA 22027 (703) 919-5289	3620 Camp Creek Pkwy. Atlanta, GA 30331 404-629-6577
	Uheri Group, LLC (Paul and Carl Fisher) Post Office Box 42307 Atlanta, GA 30311 (516) 384-9528	1253 Caroline St. Atlanta, GA 30310 404-688-6474
	Uheri Group, LLC (Carl and Paul Fisher) 1253 Caroline St., Ste. E-100 Atlanta, GA 30307 (516) 384-9528, (404)734-8877	860 Peachtree Rd., Ste. A Atlanta, GA 30308
	HMP Burger Guys Chamblee, LLC (Patel) 3400 Malone Dr., Ste. 111 Atlanta, GA 30341 (678) 637-1195	3393 Peachtree Rd., NE Atlanta, GA 30326 404-816-7320
	Jason Patel, Riteshbhai Patel, Jitenbhai Patel 2368 Calistoga Ct. Lawrenceville, GA 30043 (256) 810-8336	2805 Washington Rd., #402 Augusta, GA 30909
	Atlanta's Best Burgers, LLC (Michael Melton) 1219 Towlston Rd. Great Falls, VA 22027 (703) 919-5289	1757 East West Connector Austell, GA 30106
	HMP Burger Guys Acworth, LLC (Patel) 3400 Malone Dr., Ste. 111 Atlanta, GA 30341 (678) 637-1195	1339 Riverstone Pkwy., #100 Canton, GA 30114 770-479-1128
	HMP Burger Guys Chamblee, LLC (Patel) 3400 Malone Dr., Ste. 111 Atlanta, GA 30341 (678) 637-1195	415 Cherokee Pl. Cartersville, GA 30121 470-274-5258
	HMP Burger Guys Chamblee, LLC (Patel) 3400 Malone Dr., Ste. 111 Atlanta, GA 30341 (678) 637-1195	1891 Chamblee Tucker Rd. Chamblee, GA 30341 770-220-0992

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	GPR Hospitality, LLC (Glen Griffiths, John Deady, James Richards) 2005 Bay Pointe Dr. Hixson, TN 37343 (615) 948-8063	1303 Walnut Ave. Dalton, GA 30720 706-229-9147
	Atlanta's Best Burgers, LLC (Michael Melton) 1219 Towlston Rd. Great Falls, VA 22027 (703) 919-5289	2987 Chapel Hill Rd. Douglasville, GA 30135 770-947-2124
	Jason Patel, Riteshbhai Patel, Jitenbhai Patel 2368 Calistoga Ct. Lawrenceville, GA 30043 (256) 810-8336	4324 Washington Rd. Evans, GA 30809
	HMP Burger Guys Acworth, LLC (Patel) 3400 Malone Dr., Ste. 111 Atlanta, GA 30341 (678) 637-1195	600 Chastain Rd. Kennesaw, GA 30144 678-581-9828
	Five Star Burgers Lawrenceville Co. (Jason Patel) 2368 Calistoga Ct. Lawrenceville, GA 30043 (256) 810-8336	798 Lawrenceville Suwannee Rd. Lawrenceville, GA 30043 770-962-6882
	Five Star Burgers Loganville Co. (Jason Patel) 2368 Calistoga Ct. Lawrenceville, GA 30043 (256) 810-8336	4018 Atlanta Hwy., #224 Loganville, GA 30052
	Atlanta's Best Burgers, LLC (Michael Melton) 1219 Towlston Rd. Great Falls, VA 22027 (703) 919-5289	4500 West Village Place Smyrna, GA 30080 770-438-2380
	Buster's Resource Management, LLC (Grant Buster) 4744 32 nd St. N Arlington, VA 22207 (571) 499-7761	3105 Peachtree Pkwy., #100 Suwanee, GA 30024 770-945-4670
	Five Star Burgers Tucker, Inc. (Jason Patel) 2368 Calistoga Ct. Lawrenceville, GA 30043 (256) 810-8336	4306 Lawrenceville Hwy. Tucker, GA 30084 770-496-9990
	HMP Burger Guys Acworth, LLC (Patel) 3400 Malone Dr., Ste. 111 Atlanta, GA 30341 (678) 637-1195	871 Ridgewalk Pkwy. Woodstock, GA 30188 678-494-9500
Hawaii		
	Manufactured Homes, LLC (Schneider) 21 9 th Ave. Kirkland, WA 98033 (425) 864-3910	91-5431 Kapolei Pkwy. Kapolei, HI 96707 808-628-4740
	Manufactured Homes, LLC (Schneider) 21 9 th Ave. Kirkland, WA 98033 (425) 864-3910	95-1249 Meheula Pkwy. #210 Mililani, HI 96789 808-312-3407

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
Idaho		
	MeisterGuys, LLC (Jeff Howes) 125 West Burton Ave., Ste. 2 Salt Lake City, UT 84115 (801) 231-6101	2541 S. 25 th St. Ammon, ID 83406 208-522-4448
	MeisterGuys, LLC (Jeff Howes) 125 West Burton Ave., Ste. 2 Salt Lake City, UT 84115 (801) 231-6101	1587 N. Milwaukee St. Boise, ID 83704 208-658-4930
	MeisterGuys, LLC (Jeff Howes) 125 West Burton Ave., Ste. 2 Salt Lake City, UT 84115 (801) 231-6101	321 S. 8 th St. Boise, ID 83702
	MeisterGuys, LLC (Jeff Howes) 125 West Burton Ave., Ste. 2 Salt Lake City, UT 84115 (801) 231-6101	2830 North Eagle Rd., #1 Meridian, ID 83646
	MeisterGuys, LLC (Jeff Howes) 125 West Burton Ave., Ste. 2 Salt Lake City, UT 84115 (801) 231-6101	235 W. Quinn Rd., Ste. 300 Pocatello, ID 83202 208-637-1000
	MeisterGuys, LLC (Jeff Howes) 125 West Burton Ave., Ste. 2 Salt Lake City, UT 84115 (801) 231-6101	1485 E. Pole Line Rd. Twin Falls, ID 83301 208-734-6200
Illinois		
	BAC Illinois Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	2601 West Lake Ave. Peoria, IL 61615 309-688-6040
	BAC Illinois Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	611 Highgrove Place Rockford, IL 61108 815-226-7020
Indiana		
	Paul and Carol Gillard 4653 Hawks Way Bloomington, IN 47401 812-345-2966	1199 S. College Mall Rd. Bloomington, IN 47404 812-336-4897
	Celtic Group, Inc. (Mary Walsh, Patrick Walsh) 872 N. Brookshade Pkwy. Alpharetta, GA 30004 (404) 307-2628	124 East Northfield Dr., Ste. H Brownsburg, IN 46112 317-858-3012
	Celtic Group, Inc. (Mary Walsh, Patrick Walsh) 872 N. Brookshade Pkwy. Alpharetta, GA 30004 (404) 307-2628	2009-8 E. Greyhound Pass Carmel, IN 46032 317-587-7474
	Paul and Carol Gillard 4653 Hawks Way Bloomington, IN 47401 812-345-2966	1675 N. National Road Columbus, IN 47201 812-675-3788

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	IFGB, LLC (Larry Cooley) 8100 E. 22 nd St. N, Bldg. 900 Wichita, KS 67226 (316) 304-3494, (316) 733-9752, (316) 682-3300	Village Commons S/C Space 3A 5402 E. Indiana St. Evansville, IN 47715
	Celtic Group, Inc. (Mary Walsh, Patrick Walsh) 872 N. Brookshade Pkwy. Alpharetta, GA 30004 (404) 307-2628	11670 Commercial Dr. Fishers, IN 46038 317-596-8686
	IFGB, LLC (Larry Cooley) 8100 E. 22 nd St. N, Bldg. 900 Wichita, KS 67226 (316) 304-3494, (316) 733-9752, (316) 682-3300	801 G1 Northcrest Shopping Center Fort Wayne, IN 46805 260-484-2003
	IFGB, LLC (Larry Cooley) 8100 E. 22 nd St. N, Bldg. 900 Wichita, KS 67226 (316) 304-3494, (316) 733-9752, (316) 682-3300	5830 West Jefferson Blvd. Fort Wayne, IN 46804 260-436-6295
	IFGB, LLC (Larry Cooley) 8100 E. 22 nd St. N, Bldg. 900 Wichita, KS 67226 (316) 304-3494, (316) 733-9752, (316) 682-3300	7815 S. US Hwy. 31 Indianapolis, IN 26227 317-881-0562
	IFGB, LLC (Larry Cooley) 8100 E. 22 nd St. N, Bldg. 900 Wichita, KS 67226 (316) 304-3494, (316) 733-9752, (316) 682-3300	2902 W. 86 th St. Indianapolis, IN 46268 317-876-0811
	IFGB, LLC (Larry Cooley) 3037 S. Prairie Point Dr. Andover, KS 67002 (316) 304-3494	5305 East 82 nd St. Indianapolis, IN 46250 317-598-0013
	IFGB, LLC (Larry Cooley) 8100 E. 22 nd St. N, Bldg. 900 Wichita, KS 67226 (316) 304-3494, (316) 733-9752, (316) 682-3300	9210 Rockville Rd., Ste. A Indianapolis, IN 46234 317-271-7377
	IFGB, LLC (Larry Cooley) 8100 E. 22 nd St. N, Bldg. 900 Wichita, KS 67226 (316) 304-3494, (316) 733-9752, (316) 682-3300	9808 E. Washington St. Indianapolis, IN 46229 317-897-6752
	Central FG Burger Development, LLC (George Estep) 3685 North National Rd. Columbus, IN 47201 (812) 375-0140	1620 East Blvd. Kokomo, IN 46902 765-450-5201
	DHW & Company (Donald Doan and Chris Wolf) 2145 N. Racine #1, Ste. 102 Chicago, IL 60614 (773) 562-9855; (773) 627-3443	5226 Franklin St. Michigan City, IN 46360 219-878-5800
	DHW & Company (Donald Doan and Chris Wolf) 2145 N. Racine #1, Ste. 102 Chicago, IL 60614 (773) 562-9855; (773) 627-3443	6501 Grape Rd. Mishawaka, IN 46546 574-271-2400
	DHW & Company (Donald Doan and Chris Wolf) 2145 N. Racine #1, Ste. 102 Chicago, IL 60614 (773) 562-9855; (773) 627-3443	8231 Calumet Ave. Munster, IN 46321
	737 Ventures LLC (George Estep) 3685 North National Rd. Columbus, IN 47201 (812) 343-3027	2221 State St. New Albany, IN 47150 812-944-9958

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Celtic Group, Inc. (Mary Walsh, Patrick Walsh) 872 N. Brookshade Pkwy. Alpharetta, GA 30004 (404) 307-2628	13971 Town Center Blvd. Noblesville, IN 46060 317-770-3636
	DHW & Company (Donald Doan and Chris Wolf) 2145 N. Racine #1, Ste. 102 Chicago, IL 60614 (773) 562-9855; (773) 627-3443	1575 US Hwy 41 Schereville, IN 46375 219-864-5800
	DHW & Company (Donald Doan and Chris Wolf) 2145 N. Racine #1, Ste. 102 Chicago, IL 60614 (773) 562-9855; (773) 627-3443	6050 US Hwy 6 Portage, IN 46368 219-764-1777
	DHW & Company (Donald Doan and Chris Wolf) 2145 N. Racine #1, Ste. 102 Chicago, IL 60614 (773) 562-9855; (773) 627-3443	1233 Eddy St., #10 South Bend, IN 46617 574-234-1800
	Paul and Carol Gillard 4653 Hawks Way Bloomington, IN 47401 812-345-2966	5399 S. US Hwy 41 Terre Haute, IN 47802 812-299-4897
	DHW & Company (Donald Doan and Chris Wolf) 2145 N. Racine #1, Ste. 102 Chicago, IL 60614 (773) 562-9855; (773) 627-3443	2505 Laporte Ave., Ste. #171 Valparaiso, IN 46383 219-299-2230
	Central FG Burger Development, LLC (George Estep) 3685 North National Rd. Columbus, IN 47201 (812) 375-0140	135S. Chauncey Ave., Ste. 1-K West Lafayette, IN 47906 765-743-3100
Kansas		
	RWT, LLC (David and Mary Richey) 1907 Quail Run Lawrence, KS 66047 (785) 840-9161	1843 Village West Pkwy., #135 Kansas City, KS 66111 913-334-4700
	RWT, LLC (David and Mary Richey) 1907 Quail Run Lawrence, KS 66047 (785) 840-9161	3930 Rainbow Blvd. Kansas City, KS 66013
	RWT, LLC (David and Mary Richey) 1907 Quail Run Lawrence, KS 66047 (785) 840-9161	2040-B 31 st St. Lawrence, KS 66046
	RWT, LLC (David and Mary Richey) 1907 Quail Run Lawrence, KS 66047 (785) 840-9161	518 Tuttle Creek Blvd., Ste. 120 Manhattan, KS 66502 785-565-9000
	KCFGB, LLC (Randy Brock) 8900 State Line Rd., Ste. 415 Leawood, KS 66206 (816) 674-5290, (913) 385-0926	5922 Barkley St., Ste. 101 Mission, KS 66202 913-296-7560
	KCFGB, LLC (Randy Brock) 8900 State Line Rd., Ste. 415 Leawood, KS 66206 (816) 674-5290, (913) 385-0926	14965-67 W. 119 th St. Olathe, KS 66062 913-780-4987
	KCFGB, LLC (Randy Brock) 8900 State Line Rd., Ste. 415 Leawood, KS 66206 (816) 674-5290, (913) 385-0926	12025 Metcalf Ave. Overland Park, KS 66213 913-345-1512

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	KCFGB, LLC (Randy Brock) 8900 State Line Rd., Ste. 415 Leawood, KS 66206 (816) 674-5290, (913) 385-0926	11333 W. 95 th St. Overland Park, KS 66124 913-492-3423
	RWT, LLC (David and Mary Richey) 1907 Quail Run Lawrence, KS 66047 (785) 840-9161	3015 S. 9 th St. Salina, KS 67401 785-822-0675
	RWT, LLC (David and Mary Richey) 1907 Quail Run Lawrence, KS 66047 (785) 840-9161	1191 Wanamaker Rd., Ste. B Topeka, KS 66604 785-273-1730
	Red Letter J, Inc. (Jeff Miller and Jay Miller) 2929 N. Rock Rd., Ste. 110 Wichita, KS 67226 (719) 229-4299; (267) 879-3893	2610 N. Maize Rd., #100 Wichita, KS 67205 316-722-5489
	Red Letter J, Inc. (Jeff Miller and Jay Miller) 2929 N. Rock Rd., Ste. 110 Wichita, KS 67226 (719) 229-4299; (267) 879-3893	2929 N. Rock Rd. Wichita, KS 67226 316-440-4895
	Red Letter J, Inc. (Jeff Miller and Jay Miller) 2929 N. Rock Rd., Ste. 110 Wichita, KS 67226 (719) 229-4299; (267) 879-3893	1025 East Douglas Ave. Wichita, KS 67202
Kentucky		
	KRNBLZ, LLC (Robert Picerne, Joseph Carroll & Jason Williams) 247 North Westmonte Dr. Altamonte Springs, FL 32714 (407) 529-7100	2887 Dixie Hwy. Crestview Hills, KY 30318 859-331-1269
	KRNBLZ, LLC (Robert Picerne, Joseph Carroll & Jason Williams) 247 North Westmonte Dr. Altamonte Springs, FL 32714 (407) 529-7100	The Mall 7668 Mall Rd. Florence, KY 41042
	Barton Restaurant Group, LLC (Tyler Barton, Sharron Barton) 8365 Royal Troon Dr. Duluth, GA 30097 (859) 913-1059	2467 Nicholasville Rd. Lexington, KY 40503 859-260-1471
	Barton Restaurant Group, LLC (Tyler Barton & Sharron Barton) 8365 Royal Troon Dr. Duluth, GA 30097 (859) 913-1059	Helmsdale Place 3090 Helmsdale Place Lexington, KY 40509
	737 Ventures LLC (George Estep) 3685 North National Rd. Columbus, IN 47201 (812) 343-3027	4116 Summit Plaza Dr. Louisville, KY 40241 502-426-1702
	737 Ventures LLC (George Estep) 3685 North National Rd. Columbus, IN 47201 (812) 343-3027	4226 Shelbyville Rd. Louisville, KY 40207 502-891-8848
	737 Ventures LLC (George Estep) 3685 North National Rd. Columbus, IN 47201 (812) 343-3027	4903 Outer Loop Louisville, KY 40219 502-822-3702

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	737 Ventures LLC (George Estep) 3685 North National Rd. Columbus, IN 47201 (812) 343-3027	13303 Shelbyville Rd., Ste. 104 Louisville, KY 40223 502-244-1027
	KRNBLZ, LLC (Robert Picerne, Joseph Carroll & Jason Williams) 247 North Westmonte Dr. Altamonte Springs, FL 32714 (407) 529-7100	Newport On The Levee 1 Levee Way Newport, KY 41071
	KTBL Burger Group, Inc. (Terry Wingfield) 2224 Harmons Ferry Rd. Utica, KY 42376 (270) 543-2502	2660 Frederica St. Owensboro, KY 42301 270-684-7888
Louisiana		
	Bayou's Best Burgers, LLC (William Jacob, Andrew Mitts) 18716 Hosmer Mill Rd. Covington, LA 70435 (404) 790-8028	2380 Town Center Blvd. Baton Rouge, LA 70806 225-372-2586
	Bayou's Best Burgers, LLC (William Jacob, Andrew Mitts) 18716 Hosmer Mill Rd. Covington, LA 70435 (404) 790-8028	3332 Highland Dr. Baton Rouge, LA 70802
	Bayou's Best Burgers, LLC (William Jacob, Andrew Mitts) 18716 Hosmer Mill Rd. Covington, LA 70435 (404) 790-8028	14965 Airline Hwy. Baton Rouge, LA 70817 225-930-8563
	Bayou's Best Burgers, LLC (William Jacob, Andrew Mitts) 18716 Hosmer Mill Rd. Covington, LA 70435 (404) 790-8028	70415 Hwy. 21 Covington, LA 70435
	Bayou's Best Burgers, LLC (William Jacob, Andrew Mitts) 18716 Hosmer Mill Rd. Covington, LA 70435 (404) 790-8028	1212 Clearview Pkwy. Harahan, LA 70123 504-733-5100
	Bayou's Best Burgers, LLC (William Jacob, Andrew Mitts) 18716 Hosmer Mill Rd. Covington, LA 70435 (404) 790-8028	1523 Manhattan Blvd. Harvey, LA 70058 504-609-2289
	Bayou's Best Burgers, LLC (William Jacob, Andrew Mitts) 18716 Hosmer Mill Rd. Covington, LA 70435 (404) 790-8028	4302 Ambassador Caffery Pkwy., Ste. 100 Lafayette, LA 70508 337-534-0590
	Bayou's Best Burgers, LLC (William Jacob, Andrew Mitts) 18716 Hosmer Mill Rd. Covington, LA 70435 (404) 790-8028	3100 Severn Ave. Metairie, LA 70002 504-885-0880

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Jubilee Restaurant Group, LLC (Seth Hargett, Daniel Harlin) 3333 New Hyde Park Rd., Ste. 301 New Hyde Park, NY 11042 Seth Hargett: (251) 648-8159 Daniel Harlin: (504) 722-7442	401 N. Carrollton Ave. New Orleans, LA 70119
	Bayou's Best Burgers, LLC (William Jacob, Andrew Mitts) 18716 Hosmer Mill Rd. Covington, LA 70435 (404) 790-8028	116 North Town Center Blvd. Slidell, LA 70458 985-707-1103
Maine		
	Miles Prentice and Jeffrey Parker 100 Cumming Center, 311J Beverly, MA 01915 (917) 331-7734; (212) 779-9910	274 Western Ave. Augusta, ME 04330 207-512-4505
	Miles Prentice and Jeffrey Parker 100 Cumming Center, 311J Beverly, MA 01915 (917) 331-7734; (212) 779-9910	878 Stillwater Ave. Bangor, ME 04401 207-990-8900
	Miles Prentice and Jeffrey Parker 100 Cumming Center, 311J Beverly, MA 01915 (917) 331-7734; (212) 779-9910	6 Old Dogs Ln. Biddeford, ME 04005 207-805-5655
	Miles Prentice and Jeffrey Parker 100 Cumming Center, 311J Beverly, MA 01915 (917) 331-7734; (212) 779-9910	170 Bath Rd. Brunswick, ME 04011 207-406-4059
	Miles Prentice and Jeffrey Parker 100 Cumming Center, 311J Beverly, MA 01915 (917) 331-7734; (212) 779-9910	425 Fore St. Portland, ME 04101
	Miles Prentice and Jeffrey Parker 100 Cumming Center, 311J Beverly, MA 01915 (917) 331-7734; (212) 779-9910	198 Maine Mall Rd. South Portland, ME 04106 207-747-0548
Maryland		
	For Next Brands, LLC 9504 Daniel Lewis Ln. Vienna, VA 22181 (703) 608-0143	1046 Annapolis Mall Annapolis, MD 21401 410-573-0581
	Cheryl Smalls 10149 Saddlebrook Farm Trail Woodstock, MD 21163 (301) 580-8135	3600 Boston St. Baltimore, MD 21224 410-522-1580
	Carl Fisher 10149 Saddlebrook Farm Trail Woodstock, MD 21163 (301) 580-8135	201 East Pratt St. Baltimore, MD 21202 410-244-7175
	Pyramid Enterprises, LLC (Stephen Perkins) 3804 Blackthorn St. Chevy Chase, MD 20815 (703) 919-2566	10414 Auto Park Dr. Bethesda, MD 20817 301-365-9300
	Pyramid Enterprises, LLC (Stephen Perkins) 3804 Blackthorn St. Chevy Chase, MD 20815 (703) 919-2566	4829 Bethesda Ave. Bethesda, MD 20814 301-657-0007

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Pyramid Enterprises, LLC (Stephen Perkins) 3804 Blackthorn St. Chevy Chase, MD 20815 (703) 919-2566	Old Rolling Rd. California, MD 20619 301-863-6111
	Michael McLaughlin 108 Solomans Ridge Ct. Millersville, MD 21108 (443) 618-9044	200 Abruzzi Dr., Ste. C Chester, MD 21619
	H&I Burgers LLC (Isalmou Boussaa, Hicham Elabbassi) 2110 Ivy Stone Pl. Woodbridge, VA 22191 Hicham Elabbassi: (703) 328-0007 Isalmou Boussaa: (703) 595-6785	7730 Old Branch Ave. Clinton, MD 20735 301-856-5331
	For Next Brands, LLC 9504 Daniel Lewis Ln. Vienna, VA 22181 (703) 608-0143	3059 Solomons Island Rd. Edgewater, MD 21037 410-956-8212
	T-Rex Enterprises, LLC (Todd Levitt) 21 Eldwick Ct. Potomac, MD 20854 (301) 983-5617	1311 Londontown Blvd. Eldersburg, MD 21784 410-795-6850
	Pyramid Enterprises, LLC (Stephen Perkins) 3804 Blackthorn St. Chevy Chase, MD 20815 (703) 919-2566	15784 Shady Grove Rd. Gaithersburg, MD 20877 301-869-3711
	Pyramid Enterprises, LLC (Stephen Perkins) 3804 Blackthorn St. Chevy Chase, MD 20815 (703) 919-2566	653 Center Point Way Gaithersburg, MD 20878 301-926-9200
	Pyramid Enterprises, LLC (Stephen Perkins) 3804 Blackthorn St. Chevy Chase, MD 20815 (703) 919-2566	FirstField Shopping Center 507 Quince Orchard Road Gaithersburg, MD 20878 240-912-6745
	Michael McLaughlin 108 Solomans Ridge Ct. Millersville, MD 21108 (443) 618-9044	6711 Ritchie Hwy. Glen Burnie, MD 21061 410-590-3933
	T-Rex Enterprises, LLC (Todd Levitt) 21 Eldwick Ct. Potomac, MD 20854 (301) 983-5617	2319 H Hanover Pike Hampstead, MD 21074 410-374-8484
	Michael McLaughlin 108 Solomans Ridge Ct. Millersville, MD 21108 (443) 618-9044	7690 Dorchester Blvd. Hanover, MD 21076 410-799-3933
	Pyramid Enterprises, LLC (Stephen Perkins) 3804 Blackthorn St. Chevy Chase, MD 20815 (703) 919-2566	10510 Connecticut Ave. Kensington, MD 20895 301-933-5400
	H&I Burgers LLC (Isalmou Boussaa, Hicham Elabbassi) 2110 Ivy Stone Pl. Woodbridge, VA 22191 Hicham Elabbassi: (703) 328-0007 Isalmou Boussaa: (703) 595-6785	230 Rosewick Rd. LaPlata, MD 20646 301-392-9959

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	T-Rex Enterprises, LLC (Todd Levitt) 21 Eldwick Ct. Potomac, MD 20854 (301) 983-5617	505 E. Ridgeville Blvd. Mt. Airy, MD 21771
	For Next Brands, LLC 9504 Daniel Lewis Ln. Vienna, VA 22181 (703) 608-0143	1131-A Route 3 North Gambrills, MD 21054 410-721-3585
	Michael McLaughlin 108 Solomans Ridge Ct. Millersville, MD 21108 (443) 618-9044	6401 Coastal Hwy. Ocean City, MD 21842 410-723-4411
	Michael McLaughlin 108 Solomans Ridge Ct. Millersville, MD 21108 (443) 618-9044	12641 Ocean Gateway, #118 Ocean City, MD 21842 410-213-1477
	Michael McLaughlin 108 Solomans Ridge Ct. Millersville, MD 21108 (443) 618-9044	13601 Coastal Hwy. Ocean City, MD 21842 410-250-1199
	Michael McLaughlin 108 Solomans Ridge Ct. Millersville, MD 21108 (443) 618-9044	4131 Mountain Rd. Pasadena, MD 21122 410-255-0050
	Pyramid Enterprises, LLC (Steve Perkins and Todd Stallings) 3804 Blackthorn St. Chevy Chase, MD 20815 (703) 919-2566, (202) 478-8649	9812 Falls Rd., Ste. 107 Potomac, MD 20854
	Pyramid Enterprises, LLC (Stephen Perkins) 3804 Blackthorn St. Chevy Chase, MD 20815 (703) 919-2566	Solomans Island Rd. and Stoakley Rd. Prince Frederick, MD 20678 443-486-4200
	Pyramid Enterprises, LLC (Stephen Perkins) 3804 Blackthorn St. Chevy Chase, MD 20815 (703) 919-2566	130 Gibbs St. Rockville, MD 20850 301-762-3500
	Pyramid Enterprises, LLC (Steve Perkins and Todd Stallings) 3804 Blackthorn St. Chevy Chase, MD 20815 (703) 919-2566, (202) 478-8649	12238 Rockville Pike Rockville, MD 20852
	Michael McLaughlin 108 Solomans Ridge Ct. Millersville, MD 21108 (443) 618-9044	1311 Salisbury Blvd. Salisbury, MD 21804 410-742-0202
	Michael McLaughlin 108 Solomans Ridge Ct. Millersville, MD 21108 (443) 618-9044	2408-A N. Salisbury Blvd. Salisbury, MD 21801 410-546-7707
	For Next Brands, LLC 9504 Daniel Lewis Ln. Vienna, VA 22181 (703) 608-0143	Severna Park Marketplace 549 Governor Ritchie Hwy. Severna Park, MD 21146

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	H&I Burgers LLC (Isalmou Boussaa, Hicham Elabbassi) 2110 Ivy Stone Pl. Woodbridge, VA 22191 Hicham Elabbassi: (703) 328-0007 Isalmou Boussaa: (703) 595-6785	3235-B Plaza Way Waldorf, MD 20602 301-932-4344
	T-Rex Enterprises, LLC (Todd Levitt) 21 Eldwick Ct. Potomac, MD 20854 (301) 983-5617	596 Jermor Ln. Westminster, MD 21157 410-751-9969
Massachusetts		
	Miles Prentice and Jeffrey Parker 100 Cumming Center, 311J Beverly, MA 01915 (917) 331-7734, (212) 779-9910	263 Huntington Ave. Boston, MA 02115 617-572-2074
	Miles Prentice and Jeffrey Parker 100 Cumming Center, 311J Beverly, MA 01915 (917) 331-7734, (212) 779-9910	1223 Commonwealth Ave. Boston, MA 02134 617-208-6283
	Miles Prentice and Jeffrey Parker 100 Cumming Center, 311J Beverly, MA 01915 (917) 331-7734, (212) 779-9910	58 Summer St. Boston, MA 02110
	Five Olsons, LLC (Sean and Nels Olson) 6 Goldenrod Dr. Medway, MA 02053 (781) 953-2687	30-E Forbes Ave. Braintree, MA 02184
	Hyde Park Burgers, LLC (Greg Vasey and Jack Goehring) 2502 Jarratt Ave. Austin, TX 78703 Greg Vasey: (315) 292-8283 Jack Goehring: (703) 867-8222	27 Westgate Dr. Brockton, MA 02301 774-381-7921
	Massachusetts Burger Enterprise, LLC (Marc Magerman) 15201 Highview Ct. Waterford, VA 20197 (703) 338-2940	Middlesex Commons 43 Middlesex Turnpike Burlington, MA 08103
	Five Olsons, LLC (Sean and Nels Olson) 6 Goldenrod Dr. Medway, MA 02053 (781) 953-2687	Mall at 95 Washington St., #206 Canton, MA 02021 781-828-4204
	Massachusetts Burger Enterprise, LLC (Marc Magerman) 15201 Highview Ct. Waterford, VA 20197 (703) 338-2940	90 Drum Hill Rd. Chelmsford, MA 01824 978-454-4555
	Miles Prentice and Jeffrey Parker 100 Cumming Center, 311J Beverly, MA 01915 (917) 331-7734, (212) 779-9910	Mystic Mall 158 Everett Ave. Chelsea, MA 02150
	Five Olsons, LLC (Sean and Nels Olson) 6 Goldenrod Dr. Medway, MA 02053 (781) 953-2687	170 Providence Hwy. Dedham, MA 02026 981-326-1158
	Five Olsons, LLC (Sean and Nels Olson) 6 Goldenrod Dr. Medway, MA 02053 (781) 953-2687	Patriot Place 1 Patriot Place Foxborough, MA 02035 508-203-9441

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Massachusetts Burger Enterprise, LLC (Marc Magerman) 15201 Highview Ct. Waterford, VA 20197 (703) 338-2940	341 Cochituate Rd. Framingham, MA 01701 508-879-7500
	Five Olsons, LLC (Sean and Nels Olson) 6 Goldenrod Dr. Medway, MA 02053 (781) 953-2687	268 B Franklin Village Dr. Franklin, MA 02038 508-320-3911
	Hyde Park Burgers, LLC (Greg Vasey and Jack Goehring) 2502 Jarratt Ave. Austin, TX 78703 Greg Vasey: (315) 292-8283 Jack Goehring: (703) 867-8222	1207 Washington St., Ste. 50 Hanover, MA 02339
	BLMT Ventures, LLC (Mike Baldwin and Tom Baldwin) 15 Pheasant Ln. Menands, NY 12204 (203) 913-0778	769 Lyannough Rd. Hyannis, MA 02601 508-771-1939 508-775-0648 (fax)
	Hyde Park Burgers, LLC (Greg Vasey and Jack Goehring) 2502 Jarratt Ave. Austin, TX 78703 Greg Vasey: (315) 292-8283 Jack Goehring: (703) 867-8222	886 Merriam Ave. Leominster, MA 01453 978-751-8925
	Massachusetts Burger Enterprise, LLC (Marc Magerman) 15201 Highview Ct. Waterford, VA 20197 (703) 338-2940	197 K-1 Boston Post Rd. Marlborough, MA 01752 508-281-4855
	Massachusetts Burger Enterprise, LLC (Marc Magerman) 15201 Highview Ct. Waterford, VA 20197 (703) 338-2940	65 Station Landing Medford, MA 02155
	Five Olsons, LLC (Sean and Nels Olson) 6 Goldenrod Dr. Medway, MA 02053 (781) 953-2687	9 Medway Rd., Unit 9A Milford, MA 01757
	Massachusetts Burger Enterprise, LLC (Marc Magerman) 15201 Highview Ct. Waterford, VA 20197 (703) 338-2940	841 Worcester Rd. Natick, MA 508-650-5100
	Massachusetts Burger Enterprise, LLC (Marc Magerman) 15201 Highview Ct. Waterford, VA 20197 (703) 338-2940	215 Needham St. Newton, MA 02464 617-332-5555
	Hyde Park Burgers, LLC (Greg Vasey and Jack Goehring) 2502 Jarratt Ave. Austin, TX 78703 Greg Vasey: (315) 292-8283 Jack Goehring: (703) 867-8222	85-D Faunce Corner Mall Rd. North Dartmouth, MA 02747 508-858-5030
	G.F. Vasey Holdings, LLC (Greg Vasey and Jack Goehring) 4 Ringgold St. Boston, MA 02118 (315) 292-8283	227 Andover St. Peabody, MA 01960
	Burger Bandit, LLC (Thomas Pierog) 35 Hudson River Rd. Saugerties, NY 12478 (845) 853-5878	660 Merrill Rd. Pittsfield, MA 01201

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Five Olsons, LLC (Sean and Nels Olson) 6 Goldenrod Dr. Medway, MA 02053 (781) 953-2687	250 Hancock Street Quincy, MA 02169 617-481-8635
	Five Olsons, LLC (Sean and Nels Olson) 6 Goldenrod Dr. Medway, MA 02053 (781) 953-2687	7 Warren St., Unit 12 Randolph, MA 02368 781-963-0600
	G.F. Vasey Holdings, LLC (Greg Vasey and Jack Goehring) 4 Ringgold St. Boston, MA 02118 (315) 292-8283	180 Main St. Saugus, MA 01906
	Hyde Park Burgers, LLC (Greg Vasey and Jack Goehring) 2502 Jarratt Ave. Austin, TX 78703 Greg Vasey: (315) 292-8283 Jack Goehring: (703) 867-8222	1080 Fall River Ave. Seekonk, MA 02771 508-336-5577
	Massachusetts Burger Enterprise, LLC (Marc Magerman) 15201 Highview Ct. Waterford, VA 20197 (703) 338-2940	20-7 Boston Turnpike Shrewsbury, MA 01545
	Hyde Park Burgers, LLC (Greg Vasey and Jack Goehring) 2502 Jarratt Ave. Austin, TX 78703 Greg Vasey: (315) 292-8283 Jack Goehring: (703) 867-8222	68 Washington St. South Attleboro, MA 02703 508-915-6177
	Massachusetts Burger Enterprise, LLC (Marc Magerman) 15201 Highview Ct. Waterford, VA 20197 (703) 338-2940	109 Main St. Stoneham, MA 02180
	Massachusetts Burger Enterprise, LLC (Marc Magerman) 15201 Highview Ct. Waterford, VA 20197 (703) 338-2940	26 Galaxy Pass Sutton, MA 01590 508-917-8555
	G.F. Vasey Holdings, LLC (Greg Vasey and Jack Goehring) 4 Ringgold St. Boston, MA 02118 (315) 292-8283	980 Paradise Rd. Swampscott, MA 01907 781-595-1300
	Hyde Park Burgers, LLC (Greg Vasey and Jack Goehring) 2502 Jarratt Ave. Austin, TX 78703 Greg Vasey: (315) 292-8283 Jack Goehring: (703) 867-8222	573 GAR Hwy. Swansea, MA 02777
	Five Olsons, LLC (Sean and Nels Olson) 6 Goldenrod Dr. Medway, MA 02053 (781) 953-2687	104 East Providence Hwy. Walpole, MA 02081 508-660-9850
	Massachusetts Burger Enterprise, LLC (Marc Magerman) 15201 Highview Ct. Waterford, VA 20197 (703) 338-2940	1030 Main St. Waltham, MA 02451 781-647-0555

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Hyde Park Burgers, LLC (Greg Vasey and Jack Goehring) 2502 Jarratt Ave. Austin, TX 78703 Greg Vasey: (315) 292-8283 Jack Goehring: (703) 867-8222	20 Rosebrook Place, #3 Wareham, MA 02571 508-273-7156
	Hyde Park Burgers, LLC (Greg Vasey and Jack Goehring) 2502 Jarratt Ave. Austin, TX 78703 Greg Vasey: (315) 292-8283 Jack Goehring: (703) 867-8222	437 E. Main St. Westfield, MA 01085
	Massachusetts Burger Enterprise, LLC (Marc Magerman) 15201 Highview Ct. Waterford, VA 20197 (703) 338-2940	Westford Valley Marketplace 10 Cornerstone Square Westford, MA 01886
	Hyde Park Burgers, LLC (Greg Vasey and Jack Goehring) 2502 Jarratt Ave. Austin, TX 78703 Greg Vasey: (315) 292-8283 Jack Goehring: (703) 867-8222	1286 Riverside St. West Springfield, MA 01085
	Massachusetts Burger Enterprise, LLC (Marc Magerman) 15201 Highview Ct. Waterford, VA 20197 (703) 338-2940	535 Lincoln St., #13 Worcester, MA 01605 508-853-2000
Michigan		
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	Independence Marketplace 23007 Outer Dr. Allen Park, MI 48101
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	Arborland Shopping Center 3601 Washtenaw Ave. Ann Arbor, MI 48104
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	Baldwin Square 3975 Baldwin Rd. Auburn Hills, MI 48326
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	8597 West Grand River Brighton, MI 48116 810-522-5656

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	3850 Alpine Ave. Comstock Park, MI 49321 616-784-5445
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	42489 Ford Rd. Canton, MI 48187
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	508 Monroe St. Detroit, MI 48226 313-237-7777
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	623 E. Grand River Ave. East Lansing, MI 48823 517-332-3483
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	22641 Gratiot Ave. Eastpointe, MI 48021
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	4146 Miller Rd. Flint Twp., MI 48507 810-230-6655
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	1384 West Main Street Gaylord, MI 49735 989-448-2585
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	6230 S. Saginaw Rd. Grand Blanc, MI 48439

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	3561 28 th St. Grand Rapids, MI 49512 616-464-3483
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	3090 44 th St. Grandville, MI 49418 616-534-3483
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	3155 West Shore Dr. Holland, MI 49424 616-399-5551
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	29491 Plymouth Rd. Livonia, MI 48152 734-422-3483
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	17601 Hall Rd. Macomb, MI 48044 586-416-3483
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	5411 S. Harvey St. Muskegon, MI 49444 231-798-3555
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	20571 Haggerty Rd. Northville, MI 48167 248-349-6400
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	3155 Ann Arbor Saline Rd. Pittsfield, MI 48103 734-997-5050

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	Southland Mall 6118 S. Westnedge Ave. Portage, MI 49002
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	2544 S. Adams Rd. Rochester, MI 48309 248-299-3483
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	8284 26 Mile Rd. Shelby Twp, MI 48316 586-781-5558
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	23339 Greenfield Rd. Southfield, MI 48075 248-557-3483
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	24548 Twelve Mile Rd. Southfield, MI 48034 248-354-3483
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	3260 Niles Rd. St. Joseph, MI 49805 269-556-0555
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	1339 Coolidge Hwy. Troy, MI 48084 248-649-3483
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	29387 Mound Rd. Warren, MI 48092 586-751-4897

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	BAC Holdings, LLC (David Pittaway, Michael Abrams and Brian Adelman) 2535 Endsleigh Dr. Bloomfield, MI 48301 David Pittaway: (917) 612-8687 Michael Abrams: (248) 885-1520 Brian Adelman: (248) 909-9887	23414 Allen Rd. Woodhaven, MI 48183
Minnesota		
	Credo, LLC (Kristopher Humphries) 3890 Lone Cedar Ln. Chaska, MN 55318 (612) 281-7271	6415 Labeaux Ave, NE, Ste. C-110 Albertville, MN 55301 763-497-1399
	B & B of Minnesota, LLC (Scott Lesser, Ryan Dussault) 125 Schelter Rd. P.O. Box 258 Lincolnshire, IL 60069 Scott Lesser: (847) 946-7666 Ryan Dussault: (612) 964-2290	14658 Cedar Ave. Apple Valley, MN 55124 651-333-9268
	B & B of Minnesota, LLC (Scott Lesser, Ryan Dussault) 125 Schelter Rd. P.O. Box 258 Lincolnshire, IL 60069 Scott Lesser: (847) 946-7666 Ryan Dussault: (612) 964-2290	12475 Riverdale Blvd. NW Coon Rapids, MN 55433 763-208-1106
	Credo, LLC (Kristopher Humphries) 3890 Lone Cedar Ln. Chaska, MN 55318 (612) 281-7271	1600 Miller Truck Hwy. Duluth, MN 55811 218-729-9860
	B & B of Minnesota, LLC (Scott Lesser, Ryan Dussault) 125 Schelter Rd. P.O. Box 258 Lincolnshire, IL 60069 Scott Lesser: (847) 946-7666 Ryan Dussault: (612) 964-2290	12555 Castlemoor Dr. Eden Prairie, MN 55344
	B & B of Minnesota, LLC (Scott Lesser, Ryan Dussault) 125 Schelter Rd. P.O. Box 258 Lincolnshire, IL 60069 Scott Lesser: (847) 946-7666 Ryan Dussault: (612) 964-2290	3871 Gallagher Dr. Edina, MN 55435 952-893-5489
	B & B of Minnesota, LLC (Scott Lesser, Ryan Dussault) 125 Schelter Rd. P.O. Box 258 Lincolnshire, IL 60069 Scott Lesser: (847) 946-7666 Ryan Dussault: (612) 964-2290	525 Blake Rd. N Hopkins, MN 55343 952-479-7849
	Credo, LLC (Kristopher Humphries) 3890 Lone Cedar Ln. Chaska, MN 55318 (612) 281-7271	1920 Adam St. Mankato, MN 56001
	B & B of Minnesota, LLC (Scott Lesser, Ryan Dussault) 125 Schelter Rd. P.O. Box 258 Lincolnshire, IL 60069 Scott Lesser: (847) 946-7666 Ryan Dussault: (612) 964-2290	7814 Main St. N. Maple Grove, MN 55369 763-425-5489

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	B & B of Minnesota, LLC (Scott Lesser, Ryan Dussault) 125 Schelter Rd. P.O. Box 258 Lincolnshire, IL 60069 Scott Lesser: (847) 946-7666 Ryan Dussault: (612) 964-2290	1413 4 th St. SE Minneapolis, MN 55414 612-355-5500
	B & B of Minnesota, LLC (Scott Lesser, Ryan Dussault) 125 Schelter Rd. P.O. Box 258 Lincolnshire, IL 60069 Scott Lesser: (847) 946-7666 Ryan Dussault: (612) 964-2290	2300 Hennepin Ave. Minneapolis, MN 55409
	B & B of Minnesota, LLC (Scott Lesser, Ryan Dussault) 125 Schelter Rd. P.O. Box 258 Lincolnshire, IL 60069 Scott Lesser: (847) 946-7666 Ryan Dussault: (612) 964-2290	555 Nicollet Mall Minneapolis, MN 55402 612-208-1812
	B & B of Minnesota, LLC (Scott Lesser, Ryan Dussault) 125 Schelter Rd. P.O. Box 258 Lincolnshire, IL 60069 Scott Lesser: (847) 946-7666 Ryan Dussault: (612) 964-2290	4105 Vinewood Ln. North Plymouth, MN 55442
	B & B of Minnesota, LLC (Scott Lesser, Ryan Dussault) 125 Schelter Rd. P.O. Box 258 Lincolnshire, IL 60069 Scott Lesser: (847) 946-7666 Ryan Dussault: (612) 964-2290	8360 3 rd St. N. Oakdale, MN 55128
	B & B of Minnesota, LLC (Scott Lesser, Ryan Dussault) 125 Schelter Rd. P.O. Box 258 Lincolnshire, IL 60069 Scott Lesser: (847) 946-7666 Ryan Dussault: (612) 964-2290	1844 66 th Street, Suite 100 Richfield, MN 55423 612-339-3733
	Credo, LLC (Kristopher Humphries) 3890 Lone Cedar Ln. Chaska, MN 55318 (612) 281-7271	2800 41 st St. NW Rochester, MN 55901 507-288-1464
	B & B of Minnesota, LLC (Scott Lesser, Ryan Dussault) 125 Schelter Rd. P.O. Box 258 Lincolnshire, IL 60069 Scott Lesser: (847) 946-7666 Ryan Dussault: (612) 964-2290	8090 Old Carriage Ct., Ste. C Shakopee, MN 55379 952-452-8131
	B & B of Minnesota, LLC (Scott Lesser, Ryan Dussault) 125 Schelter Rd. P.O. Box 258 Lincolnshire, IL 60069 Scott Lesser: (847) 946-7666 Ryan Dussault: (612) 964-2290	1021 Red Fox Rd. Shoreview, MN 55126
	Credo, LLC (Kristopher Humphries) 3890 Lone Cedar Ln. Chaska, MN 55318 (612) 281-7271	4144 2 nd St. S. St. Cloud, MN, 56301 320-217-2413

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	B & B of Minnesota, LLC (Scott Lesser, Ryan Dussault) 125 Schelter Rd. P.O. Box 258 Lincolnshire, IL 60069 Scott Lesser: (847) 946-7666 Ryan Dussault: (612) 964-2290	2026 Ford Pkwy. St. Paul, MN 55116 651-528-6078
Mississippi		
	Jubilee Restaurant Group, LLC (Seth Hargett and Daniel Harlin) 3333 New Hyde Park Rd., Ste. 301 New Hyde Park, NY 11042 Seth Hargett (251) 648-8159 Daniel Harlin (504) 722-7442	3840 Promenade Pkwy., Ste. N-1 D'Iberville, MS 39540 228-392-3390
	Jubilee Restaurant Group, LLC (Seth Hargett and Daniel Harlin) 3333 New Hyde Park Rd., Ste. 301 New Hyde Park, NY 11042 Seth Hargett (251) 648-8159 Daniel Harlin (504) 722-7442	10495 Hwy. 49 Gulfport, MS 39503 228-832-2212
Missouri		
	KCFGB, LLC (Randy Brock) 8100 E. 22 nd St. N Wichita, KS 67226 (316) 304-3494	1202 NE Coronado Dr. Blue Springs, MO 64014 816-229-3700
	Jeff Offutt 2000 Forum Blvd. #4 Columbia, MO 65203 (573) 489-5642, (573) 445-0015	Stadium Shops 211 North Stadium, Ste. 103 Columbia, MO 62203
	Jeff Offutt 2000 Forum Blvd. #4 Columbia, MO 65203 (573) 489-5642, (573) 445-0015	2703 E. Broadway Bluffs, Ste. 240 Columbia, MO 65201
	Jeff Offutt 2000 Forum Blvd. #4 Columbia, MO 65203 (573) 489-5642, (573) 445-0015	1801 S. Range Line Rd. Joplin, MO 64801 417-206-4000
	RWT 31 st , LLC (David and Mary Richey, Dustin and Kathy Walker) 1907 Quail Run Lawrence, KS 66047 (785) 840-9161	8952 NW Skyview Ave. Kansas City, MO 64154 816-584-9090
	KCFGB, LLC (Randy Brock) 8100 E. 22 nd St. N Wichita, KS 67226 (316) 304-3494	8600 Ward Pkwy. Kansas City, MO 64114 816-333-4897
	KCFGB, LLC (Randy Brock) 8100 E. 22 nd St. N Wichita, KS 67226 (316) 304-3494	5223 NE Antioch Kansas City, MO 64119 816-453-4141
	KCFGB, LLC (Randy Brock) 8100 E. 22 nd St. N Wichita, KS 67226 (316) 304-3494	614 NE M29 Lees Summit, MO 64086 816-525-2582
	KCFGB, LLC (Randy Brock) 8100 E. 22 nd St. N Wichita, KS 67226 (316) 304-3494	118 N. Conister Dr., Ste. H Liberty, MO 64068 816-792-0511

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Jeff Offutt 2000 Forum Blvd. #4 Columbia, MO 65203	Battlefield Mall 101 Battlefield Mall, Ste. H08E Springfield, MO 65804
	Jeff Offutt 2000 Forum Blvd. #4 Columbia, MO 65203 (573) 489-5642, (573) 445-0015	Town and Country Shopping Center 2711-A North Kansas Expressway Springfield, MO 65803 417-864-3694
	RWT, LLC (David and Mary Richey) 1907 Quail Run Lawrence, KS 66047 (785) 840-9161	3700 Frederick Blvd., Ste. A St. Joseph, MO 64506 816-233-9500
Montana		
	Wayne Sheffield 104 Talahi Island Ln. Brunswick, GA 31520 (912) 269-2475	1020 Shiloh Crossing Blvd., Ste. 4 Billings, MT 59102 406-601-1066
	Wayne Sheffield 104 Talahi Island Ln. Brunswick, GA 31520 (912) 269-2475	2855 N. 19 th Ave., Ste. M Bozeman, MT 59718 406-586-9395
	Wayne Sheffield 104 Talahi Island Ln. Brunswick, GA 31520 (912) 269-2475	2415 Hwy. 93, #3 Kalispell, MT 59901 406-752-4567
	Wayne Sheffield 104 Talahi Island Ln. Brunswick, GA 31520 (912) 269-2475	820 E. Broadway Missoula, MT 59801 406-830-3262
Nebraska		
	Lowell Circle Investments, LLC (Ryan Funke) 4201 Lowell Circle Lincoln, NE 68502 (402) 297-1531	1230 P St. Lincoln, NE 68508 402-805-4173
	Lowell Circle Investments, LLC (Ryan Funke) 4201 Lowell Circle Lincoln, NE 68502 (402) 297-1531	2525 Pine Lake Rd., Ste. 207 Lincoln, NE 68512 402-423-4009
	Lowell Circle Investments, LLC (Ryan Funke) 4201 Lowell Circle Lincoln, NE 68502 (402) 297-1531	6200 O St. Lincoln, NE 68510 402-488-0580
	Lowell Circle Investments, LLC (Ryan Funke) 4201 Lowell Circle Lincoln, NE 68502 (402) 297-1531	697 132 nd St. Omaha, NE 68154 402-496-5366
	Lowell Circle Investments, LLC (Ryan Funke) 4201 Lowell Circle Lincoln, NE 68502 (402) 297-1531	7345 Dodge St. Omaha, NE 68114 402-393-5200
	Lowell Circle Investments, LLC (Ryan Funke) 4201 Lowell Circle Lincoln, NE 68502 (402) 297-1531	8540 71 st St. Papillion, NE 68133 402-596-0000

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
Nevada		
	RMR5 Nevada, LLC (Russel Rosenblum) 15 Echo Park Ln. Las Vegas, NV 89135 (801) 231-6101	956 Topsy Lane, Ste. 101 Carson City, NV 89075
	RMR5 Nevada, LLC (Russel Rosenblum) 15 Echo Park Ln. Las Vegas, NV 89135 (801) 231-6101	10271 S. Eastern, Ste. 101 Henderson, NV 89052
	RMR5 Nevada, LLC (Russel Rosenblum) 15 Echo Park Ln. Las Vegas, NV 89135 (801) 231-6101	1321 West Sunset Rd. Henderson, NV 89014 702-816-4100
	RMR5 Nevada, LLC (Russel Rosenblum) 15 Echo Park Ln. Las Vegas, NV 89135 (801) 231-6101	9484 Flamingo Rd., Ste. 180 Las Vegas, NV 89147
	RMR5 Nevada, LLC (Russel Rosenblum) 15 Echo Park Ln. Las Vegas, NV 89135 (801) 231-6101	7580 South Las Vegas Blvd., Ste. 120 Las Vegas, NV 89123
	RMR5 Nevada, LLC (Russel Rosenblum) 15 Echo Park Ln. Las Vegas, NV 89135 (801) 231-6101	7290 W. Lake Mead Blvd. Las Vegas, NV 89128
	RMR5 Nevada, LLC (Russel Rosenblum) 15 Echo Park Ln. Las Vegas, NV 89135 (801) 231-6101	UNLV 4065 South Maryland Pkwy. Las Vegas, NV 89119
	RMR5 Nevada, LLC (Russel Rosenblum) 15 Echo Park Ln. Las Vegas, NV 89135 (801) 231-6101	10965 Lavender Hills Dr., Ste. 150 Las Vegas, NV 89135 702-786-6000
	RMR5 Nevada, LLC (Russel Rosenblum) 15 Echo Park Ln. Las Vegas, NV 89135 (801) 231-6101	2520 E. Craig St., #110 North Las Vegas, NV 89030
	RMR5 Nevada, LLC (Russel Rosenblum) 15 Echo Park Ln. Las Vegas, NV 89135 (801) 231-6101	6395 McCarran, Ste. 400 Reno, NV 89509 775-737-4544
New Hampshire		
	Four Cousins Burgers & Fries of NH, LLC (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180; (518) 325-9717	56 Fort Eddy Rd. Concord, NH 03301 603-856-8107
	Four Cousins Burgers & Fries of NH, LLC (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180; (518) 325-9717	61 Crystal Dr. Derry, NH 03038 603-818-8290
	Four Cousins Burgers & Fries of NH, LLC (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180; (518) 325-9717	15 Webb Place Dover, NH 03820

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Four Cousins Burgers & Fries of NH, LLC (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180; (518) 325-9717	363 Winchester St. Keene, NH 03431
	Four Cousins Burgers & Fries of NH, LLC (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180; (518) 325-9717	1111 South Willow St. Manchester, NH 03820 603-836-5657
	Four Cousins Burgers & Fries of NH, LLC (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180; (518) 325-9717	341 Amherst St. Nashua, NH 03063 603-589-7881
	Four Cousins Burgers & Fries of NH, LLC (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180; (518) 325-9717	258 Daniel Webster Hwy. Nashua, NH 03060 603-897-0025
	Four Cousins Burgers & Fries of NH, LLC (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180; (518) 325-9717	1390 Lafayette Rd. Portsmouth, NH 03801 603-427-8931
	Four Cousins Burgers & Fries of NH, LLC (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180; (518) 325-9717	380 Lafayette Rd. Seabrook, NH 03874 603-814-1235
	Four Cousins Burgers & Fries of NH, LLC (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180; (518) 325-9717	120 Laconia Road, Suite 510 Tilton, NH 03276 603-729-0054
	Four Cousins Burgers & Fries of NH, LLC (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180; (518) 325-9717	Upper Valley Plaza 250 Plainfield Rd. West Lebanon, NH 03784
New Jersey		
	Rockham 5G NJ, LLC (Drew Smith) Post Office Box 1437 Exton, PA 19343 (703) 869-8483	720 Whitehorse Pkwy. Absecon, NJ 08201 609-641-5558
	Franchise Kings LLC (Phil Surico) 9 Mallard Rd. Mahwah, NJ 07430 (201) 788-4440, (201) 684-0976	Bayonne Crossing 301 Bayonne Crossing Way Bayonne, NJ 07002
	Shore Thing Freehold, LLC (James Rodio) 8513 Richmond Ave. Alexandria, VA 22309 (703) 405-8512	588 Route 70 Brick, NJ 08723 732-262-4040
	Rockham 5G NJ, LLC (Drew Smith) Post Office Box 1437 Exton, PA 19343 (703) 869-8483	1650 Kings Hwy. N. Cherry Hill, NJ 08034 856-795-1455
	Genco Development, LLC (Chip Ohlsson) 5 Samuel Ct. Cedar Knolls, NJ 07927 (201) 214-7811	3056 Rt 10, Ste. C-10 Denville, NJ 07834 913-366-0655
	Rockham 5G NJ, LLC (Drew Smith) Post Office Box 1437 Exton, PA 19343 (703) 869-8483	2000 Clements Bridge Rd., A-100 Deptford, NJ 08096 856-845-5489

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Patel Management, LLC (Chimanbhai Patel) 652 Longview Dr. Huntington Valley, PA 19006 (215) 266-0702	50 Racetrack Rd. East Brunswick, NJ 08816 732-254-8888
	Genco Development, LLC (Chip Ohlsson) 5 Samuel Ct. Cedar Knolls, NJ 07927 (201) 214-7811	240 State Rt. 10 East Hanover, NJ 07936
	Sheridan Group (Edward Sheridan and Patrick Sheridan) 77 Knollwood Rd. Short Hills, NJ 07078 (973) 467-4634	54 Route 17 N. East Rutherford, NJ 07073 201-507-5550
	Sheridan Group (Edward Sheridan and Patrick Sheridan) 77 Knollwood Rd. Short Hills, NJ 07078 (973) 467-4634	45 River Rd. Edgewater, NJ 07020 201-482-4614
	Sunbeam Ewing, Inc. (Vijay Padodara) 2817 River Willow Dr. Furlong, PA 18925 (908) 251-3083	7 Scotch Rd. Ewing, NJ 08628 609-882-7999
	FG Bergen One, LLC (Joon Sung) 2186 Jones Rd. Ft. Lee, NJ 07024 (917) 545-9945	2151 Lemoine Ave. Ft. Lee, NJ 07024 201-585-7555
	Sheridan Group (Edward Sheridan and Patrick Sheridan) 77 Knollwood Rd. Short Hills, NJ 07078 (973) 467-4634	450 Hackensack Ave. Hackensack, NJ 07601 201-343-5489
	Franchise Kings LLC (Phil Surico) 9 Mallard Rd. Mahwah, NJ 07430 (201) 788-4440, (201) 684-0976	701 Frank E. Rogers Blvd. Harrison, NJ 07029
	Sunbeam Ewing, Inc. (Vijay Padodara) 2817 River Willow Dr. Furlong, PA 18925 (908) 251-3083	415 Amwell Rd. Hillsborough, NJ 08844
	Shore Thing Ocean, LLC (James Rodio) 8513 Richmond Ave. Alexandria, VA 22309 (703) 405-8512	4220 Route 9 Howell, NJ 07731 732-364-6805
	Franchise Kings, LLC (Phil Surico) 9 Mallard Rd. Mahwah, NJ 07430 (201) 788-4440	286 Washington Blvd. Jersey City, NJ 07302 201-433-6700
	Sheridan Group (Edward Sheridan and Patrick Sheridan) 77 Knollwood Rd. Short Hills, NJ 07078 (973) 467-4634	370 Essex St. Lodi, NJ 07644
	Genco Development, LLC (Chip Ohlsson) 5 Samuel Ct. Cedar Knolls, NJ 07927 (201) 214-7811	233-237 Main St. Madison, NJ 07940 973-660-0055
	Shore Thing Freehold, LLC (James Rodio) 8513 Richmond Ave. Alexandria, VA 22309 (703) 405-8512	357 US Hwy. 9 Manalapan, NJ 07726 732-972-6666

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Marlton 5G Inc. (Cha Chung and Shin Chung) 2017 Queen Anne Rd. Cherry Hill, NJ 08003 (856) 465-6476	161 Route 73 S. Marlton, NJ 08053
	Sunbeam Ewing, Inc. (Vijay Padodara) 2817 River Willow Dr. Furlong, PA 18925 (908) 251-3083	Clover Square 3100 Quakerbridge Rd. Mercerville, NJ 08619
	Marlton 5G Inc. (Cha Chung and Shin Chung) 2017 Queen Ann Rd. Cherry Hill, NJ 08003 (856) 465-6476	1650 Nixon Dr. Moorestown, NJ 08057 (856) 866-0200
	Franchise Kings, LLC (Phil Surico) 9 Mallard Rd. Mahwah, NJ 07430 (201) 788-4440	2100 88 th St. North Bergen, NJ 07047 201-662-7800
	Middlesex Burgers, LLC (Greg Slayton and Paul Slayton) 3 Ann Dr. Syosset, NY 11793 516-650-8418	507 Shoppers Blvd. North Brunswick, NJ 08902 732-246-1060
	Genco Development, LLC (Chip Ohlsson) 5 Samuel Ct. Cedar Knolls, NJ 07927 (201) 214-7811	1610 Route 23 North Wayne, NJ 07470 973-633-0055
	Shore Thing Ocean, LLC (James Rodio) 8513 Richmond Ave. Alexandria, VA 22309 (703) 405-8512	2301 Route 66 Ocean Township, NJ 07712 732-493-0505
	Eat Burgers, LLC (Greg Slayton and Paul Slayton) 3 Ann Dr. Syosset, NY 11791 (516) 650-8418	1118 Rt. 9 S. Old Bridge, NJ 08857 732-707-4500
	FG Parsippany, LLC (Chip Ohlsson) 5 Samuel Ct. Cedar Knolls, NJ 07927 (201) 214-7811	Troy Hills Shopping Center 808 Route 46 Parsippany, NJ 07054 973-335-5454
	Patel Management, LLC (Chimanbhai Patel) 652 Longview Dr. Huntington Valley, PA 19006 (215) 266-0702	15 Schalks Crossing Rd., #104 Plainsboro, NJ 08536 609-799-2222
	Sheridan Group (Edward Sheridan and Patrick Sheridan) 77 Knollwood Rd. Short Hills, NJ 07078 (973) 467-4634	Ramsey Square 1300 SR-17 North Ramsey, NJ 07446
	Rockham 5G NJ, LLC (Drew Smith) Post Office Box 1437 Exton, PA 19343 (703) 869-8483	3151-A Route 95 Rio Grande, NJ 08242 609-465-9555
	Genco Development, LLC (Chip Ohlsson) 5 Samuel Ct. Cedar Knolls, NJ 07927 (201) 214-7811	367 Mount Hope Ave. Rockaway, NJ 07866 973-989-5555
	Shore Thing Shrewsbury, LLC (James Rodio) 8513 Richmond Ave. Alexandria, VA 22309 (703) 405-8512	747 Broad St. Shrewsbury, NJ 07702 732-530-1230

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Rockham 5G NJ, LLC (Drew Smith) Post Office Box 1437 Exton, PA 19343 (703) 869-8483	493 Cross Keys Rd. Sicklersville, NJ 08081 856-875-5558
	Marlton 5G Inc. (Cha Chung and Shin Chung) 2017 Queen Ann Rd. Cherry Hill, NJ 08003 (856) 465-6476	127 G Route 130 South Cinnaminson, NJ 08077 856-829-5200
	Middlesex Burgers, LLC (Greg Slayton and Paul Slayton) 3 Ann Dr. Syosset, NY 11793 516-650-8418	5020 Hadley Center Dr. South Plainfield, NJ 07080 908-754-3334
	Four Cousins Burgers & Fries of NY, LLC (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180	Route 22/Springfield 201 US Rt 22 Springfield, NJ 07081
	Shore Thing Freehold, LLC (James Rodio) 8513 Richmond Ave. Alexandria, VA 22309 (703) 405-8512	The Orchards at Dover 1311 Route 37 East Toms River, NJ 08753 732-349-3600
	Sheridan Group (Edward Sheridan and Patrick Sheridan) 77 Knollwood Rd. Short Hills, NJ 07078 (973) 467-4634	Milburn Mall 2933 Vauxhall Rd. Vauxhall, NJ 07088 908-688-8877
	Rockham 5G NJ, LLC (Drew Smith) Post Office Box 1437 Exton, PA 19343 (703) 869-8483	700 Haddonfield-Berlin Rd. Eagle Plaza, #6 Voorhees, NJ 08043 856-783-5588
	Sunbeam Ewing, Inc. (Vijay Padodara) 2817 River Willow Dr. Furlong, PA 18925 (908) 251-3083	US Hwy 22 & Bonnie Burn Rd. Watchung, NJ 07069 908-490-0370
	Four Cousins Burgers & Fries of NJ, LLC (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180	21 East Broad St. Westfield, NJ 07090 908-232-2499
New York		
	RSVT Holding, LLC (Tejraj Hada) 600 North Greenbush Rd. Rensselaer, NY 12144 (518) 488-4060	1512 Western Ave. Albany, NY 12203 518-452-6066
	RSVT Holding, LLC (Tejraj Hada) 600 North Greenbush Rd. Rensselaer, NY 12144 (518) 488-4060	131 Colonie Center, Space 328 Albany, NY 12205
	ROC N Burgers LLC (Steven Christensen) 5330 Main St., Ste. 200 Williamsville, NY 14221 (973) 901-8899, (215) 280-9958, (973) 726-4498	8248 Transit Rd. Amherst, NY 14221
	ROC N Burgers LLC (Steven Christensen) 5330 Main St., Ste. 200 Williamsville, NY 14221 (973) 901-8899, (215) 280-9958, (973) 726-4498	1551 Niagara Falls Blvd. Amherst, NY 14228 716-424-0129
	Four Cousins Burgers and Fries of LI, LLC (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180	45 Merrick Rd. Amityville, NY 11701 631-691-6800

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	ROC N Burgers LLC (Steven Christensen) 5330 Main St., Ste. 200 Williamsville, NY 14221 (973) 901-8899, (215) 280-9958, (973) 726-4498	4234 Veterans Memorial Dr. Batavia, NY 14020 585-344-8400
	Four Cousins Burgers and Fries of NY, LLC (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180	1701 Sunrise Hwy. Bay Shore, NY 11706 631-666-0518
	Shami International, LLC (Michael Hoover) 254-21 Horace Harding Expressway Little Neck, NY 11362 (703) 405-6749	210-33A 26 th Ave. Bayside, NY 11360 718-225-7600
	Eat Burgers, LLC (Gregory Slayton and Paul Slayton) 3 Ann Dr. Syosset, NY 11791 (516) 650-8418	581 Hutchinson River Pkwy. Bronx, NY 10465 929-324-6301
	FGNY Holding, LLC (Andrew Stern and John Rigos) 56 W. 22 nd St., 2 nd Floor New York, NY 10010 (212) 505-5861	138 Montague St. Brooklyn, NY 11201 718-797-9380
	FGNY Holding, LLC (Andrew Stern and John Rigos) 56 W. 22 nd St., 2 nd Floor New York, NY 10010 (212) 505-5861	284 7 th Ave. Brooklyn, NY 11215 718-499-9380
	FGNY Holding, LLC (Andrew Stern and John Rigos) 56 W. 22 nd St., 2 nd Floor New York, NY 10010 (212) 505-5861	Metro Tech Center 2 Metro Tech Center Brooklyn, NY 11201
	Eat Burgers, LLC (Gregory Slayton and Paul Slayton) 3 Ann Dr. Syosset, NY 11791 (516) 650-8418	1628 Shore Pkwy. Brooklyn, NY 11214 718-372-0150
	Eat Burgers, LLC (Gregory Slayton and Paul Slayton) 3 Ann Dr. Syosset, NY 11791 (516) 650-8418	2159 Ralph Ave. Brooklyn, NY 11234 718-209-0109
	ROC N Burgers LLC (Steven Christensen) 5330 Main St., Ste. 200 Williamsville, NY 14221 (973) 901-8899, (215) 280-9958, (973) 726-4498	2636 Delaware Ave. Buffalo, NY 14216 716-240-9190
	ROC N Burgers LLC (Steven Christensen) 5330 Main St., Ste. 200 Williamsville, NY 14221 (973) 901-8899, (215) 280-9958, (973) 726-4498	Galleria Mall TH106 Walden Galleria Cheektowaga, NY 14225
	RSVT Holding, LLC (Tejraj Hada) 600 North Greenbush Rd. Rensselaer, NY 12144 (518) 488-4060	7 Southside Dr. Clifton Park, NY 12065 518-371-2147
	Shami International, LLC (Michael Hoover) 254-55 Horace Harding Expressway Little Neck, NY 11362 (703) 405-6749	132-01 14 th Ave. College Point, NY 11356 718-767-6500
	Four Cousins Burgers & Fries of LI, LLC (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180, (518) 325-9717	Commack Corners Shopping Center 6500 Jericho Turnpike Commack, NY 11725

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Four Cousins Burgers and Fries of LI, LLC (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180	1942 Deer Park Ave. Deer Park, NY 11729 631-243-4447
	ROC N Burgers LLC (Steven Christensen) 5330 Main St., Ste. 200 Williamsville, NY 14221 (973) 901-8899, (215) 280-9958, (973) 726-4498	4900 Transit Rd., Ste. 900 Depew, NY 14043 716-668-2972 716-668-2973 (fax)
	Baldy Burger, LLC (Mike Baldwin) 15 Pheasant Ln. Menands, NY 12204 (203) 913-0778	3179 Erie Blvd. Dewitt, NY 13214
	Baldy Burger, LLC (Mike Baldwin) 15 Pheasant Ln. Menands, NY 12204 (203) 913-0778	950 County Rd., Rt. 64 Suite 110 Elmira, NY 14903
	Four Cousins Burgers & Fries of NY, LLC, (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180, (518) 325-9717	1166 Main St. Fishkill, NY 12524
	Shami International, LLC (Michael Hoover) 254-21 Horace Harding Expressway Little Neck, NY 11362 (703) 405-6749	LaGuardia Airport Central Terminal Space WF2, Flushing, NY 11371 718-505-0565
	Eat Burgers, LLC (Greg Slayton and Paul Slayton) 3 Ann Dr. Syosset, NY 11793 516-650-8418	6122 188 th St. Fresh Meadows, NY 11365 718-264-1818
	Eat Burgers, LLC (Gregory Slayton, Paul Slayton) 3 Ann Dr. Syosset, NY 11791 (516) 650-8418	7325 Woodhaven Blvd. Glendale, NY 11385 718-943-3483
	RSVT Holding, LLC (Tejraj Hada) 600 North Greenbush Rd. Rensselaer, NY 12144 (518) 488-4060	241 Route 9 West Glenmont, NY 12077 518-432-8271
	ROC N Burgers LLC (Steven Christensen) 5330 Main St., Ste. 200 Williamsville, NY 14221 (973) 901-8899, (215) 280-9958, (973) 726-4498	1948 W. Ridge Rd. Greece, NY 14626 585-730-7922
	ROC N Burgers LLC (Steven Christensen) 5330 Main St., Ste. 200 Williamsville, NY 14221 (973) 901-8899, (215) 280-9958, (973) 726-4498	3860 McKinley Pkwy. Hamburg, NY 14075
	Four Cousins Burgers and Fries of LI, LLC (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180	600 Veterans Memorial Hwy. Hauppauge, NY 11788 631-265-0335
	ROC N Burgers LLC (Steven Christensen) 5330 Main St., Ste. 200 Williamsville, NY 14221 (973) 901-8899, (215) 280-9958, (973) 726-4498	1100 Jefferson Rd. Henrietta, NY 585-272-1811
	Four Cousins Burgers and Fries of LI, LLC (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180	110 Huntington Shopping Center Huntington Station, NY 11746 631-271-4144

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Baldy Burger, LLC (Mike Baldwin) 15 Pheasant Ln. Menands, NY 12204 (203) 913-0778	222 Elmira Rd., Ste. A Ithaca, NY 14850 607-256-2565
	Four Cousins Burgers and Fries of NY, LLC (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180	1202 Ulster Ave. Kingston, NY 12401 845-336-8592
	ROC N Burgers LLC (Steven Christensen) 5330 Main St., Ste. 200 Williamsville, NY 14221 (973) 901-8899, (215) 280-9958, (973) 726-4498	318 E. Fairmount Ave., Ste. 200A Lakewood, NY 14750 716-763-8890
	RSVT Holding, LLC (Tejraj Hada) 600 North Greenbush Rd. Rensselaer, NY 12144 (518) 488-4060	602 New Loudon Rd. Latham, NY 12110 518-785-0423
	Shami International, LLC (Michael Hoover) 254-55 Horace Harding Expressway Little Neck, NY 11362 (703) 405-6749	254-55 Horace Harding Expressway Little Neck, NY 11362 718-631-2100
	ROC N Burgers LLC (Steven Christensen) 5330 Main St., Ste. 200 Williamsville, NY 14221 (973) 901-8899, (215) 280-9958, (973) 726-4498	5716 S Transit Rd., Ste. 50 Lockport, NY 14094 716-433-3254
	FGNY Holding, LLC (Andrew Stern and John Rigos) 56 W. 22 nd St., 2 nd Floor New York, NY 10010 (212) 505-5861	36 West 48 th St. Manhattan, NY 10036 212-997-1270
	Four Cousins Burgers & Fries of NY, LLC (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180, (518) 325-9717	Route 211 East 469 Route 211 East Middletown, NY 10940
	Four Cousins Burgers and Fries of NY, LLC (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180	Cortland Town Center 3121 E. Main St. Mohegan Lake, NY 10547
	Four Cousins Burgers and Fries of NY, LLC (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180	23 Rockland Center Nanuet, NY 10954 845-623-1863
	Four Cousins Burgers and Fries of NY, LLC (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180	1279 Route 300, Suite C Newburgh, NY 12550 845-567-4315
	Burger Bandit, LLC (Thomas Pierog, Helen Pierog) 35 Hudson River Rd. Saugerties, NY 12477 (845) 853-5878	4666 Commercial Dr. New Hartford, NY 13413 315-736-4897
	FGNY Holding, LLC (Andrew Stern and John Rigos) 56 W. 22 nd St., 2 nd Floor New York, NY 10010 (212) 505-5861	43 W. 55 th St. New York, NY 10019 212-459-9600
	FGNY Holding, LLC (Andrew Stern and John Rigos) 56 W. 22 nd St., 2 nd Floor New York, NY 10010 (212) 505-5861	56 W. 14 th St. New York, NY 10011 212-675-2229

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	FGNY Holding, LLC (Andrew Stern and John Rigos) 56 W. 22 nd St., 2 nd Floor New York, NY 10010 (212) 505-5861	296 Bleecker St. New York, NY 10014 212-367-9200
	FGNY Holding, LLC (Andrew Stern and John Rigos) 56 W. 22 nd St., 2 nd Floor New York, NY 10010 (212) 505-5861	2847 Broadway New York, NY 10025
	FGNY Holding, LLC (Andrew Stern and John Rigos) 56 W. 22 nd St., 2 nd Floor New York, NY 10010 (212) 505-5861	690 Third Ave. New York, NY 10017 646-783-5060
	FGNY Holding, LLC (Andrew Stern and John Rigos) 56 W. 22 nd St., 2 nd Floor New York, NY 10010 (212) 505-5861	343 7 th Ave. New York, NY 10001
	FGNY Holding, LLC (Andrew Stern and John Rigos) 56 W. 22 nd St., 2 nd Floor New York, NY 10010 (212) 505-5861	316 W. 34 th St. New York, NY 10022 212-564-6115
	FGNY Holding, LLC (Andrew Stern and John Rigos) 56 W. 22 nd St., 2 nd Floor New York, NY 10010 (212) 505-5861	Times Square 253 W. 42 nd St. New York City, NY 10036
	FGNY Holding, LLC (Andrew Stern and John Rigos) 56 W. 22 nd St., 2 nd Floor New York, NY 10010 (212) 505-5861	148 Madison Ave. New York, NY 10016 212-564-6117
	ROC N Burgers LLC (Steven Christensen) 5330 Main St., Ste. 200 Williamsville, NY 14221 (973) 901-8899, (215) 280-9958, (973) 726-4498	1785 Military Rd. Niagara Falls, NY 14304 716-297-7500 716-297-7600 (fax)
	RSVT Holding, LLC (Tejraj Hada) 600 North Greenbush Rd. Rensselaer, NY 12144 (518) 488-4060	5006 State Hwy. 23 (Southside Mall) Oneonta, NY 13820 607-386-4128
	Westchester Burgers, LLC (Greg Slayton and Paul Slayton) 3 Ann Dr. Syosset, NY 11792 Greg Slayton: (516) 650-8418, (516) 922-4624	2 Penn St. Pelham Manor, NY 10803
	RSVT Holding, LLC (Tejraj Hada) 600 North Greenbush Rd. Rensselaer, NY 12144 (518) 488-4060	418 State Route 3 Plattsburgh, NY 12901 518-561-2156
	Four Cousins Burgers & Fries of LI, LLC (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180, (518) 325-9717	5120 Nesconset Hwy. Port Jefferson Station, NY 11776
	Four Cousins Burgers and Fries of NY, LLC (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180	2507 South Rd. #104 Poughkeepsie, NY 12601 845-462-0388
	RSVT Holding, LLC (Tejraj Hada) 600 North Greenbush Rd. Rensselaer, NY 12144 (518) 488-4060	735 Upper Glen St. Queensbury, NY 12144 518-432-8271

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	RSVT Holding, LLC (Tejraj Hada) 600 North Greenbush Rd. Rensselaer, NY 12144 (518) 488-4060	600 North Greenbrush Rd. Rensselaer, NY 12144 518-285-4704
	ROC N Burgers LLC (Steven Christensen) 5330 Main St., Ste. 200 Williamsville, NY 14221 (973) 901-8899, (215) 280-9958, (973) 726-4498	3349 Monroe Ave. Rochester, NY 14618 585-385-4778
	RSVT Holding, LLC (Tejraj Hada) 600 North Greenbush Rd. Rensselaer, NY 12144 (518) 488-4060	3057 Route 50 Saratoga Springs, NY 12866 518-583-3135
	RSVT Holding, LLC (Tejraj Hada) 600 North Greenbush Rd. Rensselaer, NY 12144 (518) 488-4060	Balltown Rd. Mohawk Common Mall Schenectady, NY 12304 518-346-5728
	Four Cousins Burgers and Fries of NY, LLC (Bill Gellert) 173 Whippoorwill Rd. Hillsdale, NY 12529 (914) 643-2180	Independent Plaza 202 Middle Country Rd. Selden, NY 11784 631-736-0537
	Eat Burgers, LLC (Greg Slayton and Paul Slayton) 3 Ann Dr. Syosset, NY 11792 Greg Slayton: (516) 650-8418, (516) 922-4624	2865 Richmond Ave. Staten Island, NY 10314
	Baldy Burger, LLC (Mike Baldwin) 15 Pheasant Ln. Menands, NY 12204 (203) 913-0778	3439 W. Genesee St. Syracuse, NY 13219 315-299-7027
	RSVT Holding, LLC (Tejraj Hada) 600 North Greenbush Rd. Rensselaer, NY 12144 (518) 488-4060	756 Horatio St. Utica, NY 13502 315-733-0349
	Baldy Burger, LLC (Mike Baldwin) 15 Pheasant Ln. Menands, NY 12204 (203) 913-0778	4700 Vestal Pkwy. Vestal, NY 13850 607-770-7005
	ROC N Burgers LLC (Steven Christensen) 5330 Main St., Ste. 200 Williamsville, NY 14221 (973) 901-8899, (215) 280-9958, (973) 726-4498	405 Commerce Dr. Victor, NY 14564 585-398-3031
	Baldy Burger, LLC (Mike Baldwin) 15 Pheasant Ln. Menands, NY 12204 (203) 913-0778	Watertown City Center 1290 Arsenal Rd. Watertown, NY 13601
	ROC N Burgers LLC (Steven Christensen) 5330 Main St., Ste. 200 Williamsville, NY 14221 (973) 901-8899, (215) 280-9958, (973) 726-4498	1067 Ridge Rd. Webster, NY 14580 585-872-0310
	Westchester Burgers, LLC (Greg Slayton and Paul Slayton) 3 Ann Dr. Syosset, NY 11792 Greg Slayton: (516) 650-8418, (516) 922-4624	240 Main St. White Plains, NY 10601
	Westchester Burgers, LLC (Greg Slayton and Paul Slayton) 3 Ann Dr. Syosset, NY 11792 Greg Slayton: (516) 650-8418, (516) 922-4624	2500 Central Park Ave. Yonkers, NY 10710 914-793-3483

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
North Carolina		
	Michael Ruffer 1109 Lyrac Ct. Oakton, VA 22124 (571) 283-7809	1075 Pine Plaza Dr. Apex, NC 27523 919-616-0011
	Stein5, LLC (Christine Steiner) 127 Heathland Ln. Mooresville, NC 28117 (810) 599-7632	1838 Hendersonville Rd. Asheville, NC 28803
	Stein5, LLC (Christine Steiner) 127 Heathland Ln. Mooresville, NC 28117 (810) 599-7632	182 Merrimon Ave., Ste. 60 Asheville, NC 28801 828-210-2800
	Stein5, LLC (Christine Steiner) 127 Heathland Ln. Mooresville, NC 28117 (810) 599-7632	Shops @ Shadowline 1435 Blowing Rock Rd., Ste. A Boone, NC 28607
	Michael Ruffer 1109 Lyrac Ct. Oakton, VA 22124 (571) 283-7809	1121 Parkside Main St. Cary, NC 27519 919-380-0450
	Princess Street Partners, LLC (Rick Fisher) 200 N. Washington St., Unit #320760 Alexandria, VA 22320 (703) 566-5821	9820 Rea Rd. Charlotte, NC 28277 704-752-0110
	Princess Street Partners, LLC (Rick Fisher) 200 N. Washington St., Unit #320760 Alexandria, VA 22320 (703) 566-5821	1605 Galleria Blvd., Ste. 100 Charlotte, NC 28270
	Princess Street Partners, LLC (Rick Fisher) 200 N. Washington St., Unit #320760 Alexandria, VA 22320 (703) 566-5821	2201 South Blvd. Charlotte, NC 28203 704-333-4450
	Princess Street Partners, LLC (Rick Fisher) 200 N. Washington St., Unit #320760 Alexandria, VA 22320 (703) 566-5821	8020 Providence Rd., #600 Charlotte, NC 28777 704-752-0110
	Princess Street Partners, LLC (Rick Fisher) 200 N. Washington St., Unit #320760 Alexandria, VA 22320 (703) 566-5821	12820 York Rd. Charlotte, NC 28278 704-587-9204
	Princess Street Partners, LLC (Rick Fisher) 200 N. Washington St., Unit #320760 Alexandria, VA 22320 (703) 566-5821	4400 Sharon Rd. Charlotte, NC 28211 704-366-0525
	Princess Street Partners, LLC (Rick Fisher) 200 N. Washington St., Unit #320760 Alexandria, VA 22320 (703) 566-5821	1326 Central Ave. Charlotte, NC 28205 980-299-8636
	Moseley Partners (Mark Moseley) 7250 Middle Rd. Middletown, VA 22646, (703) 587-7082, (540) 465-2421	Cherry Point Base Carteret Road-Building 4535 Cherry Point, NC 28533
	Michael Ruffer 1109 Lyrac Ct. Oakton, VA 22124 (571) 283-7809	5332 McFarland Dr., Ste. 110 Durham, NC 27707

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Worth the Weight, Inc. (Antonio Ervin) 2811 Raeford Rd. Fayetteville, NC 28303 (904) 233-3785	814 Cross Creek Mall - Food Court Fayetteville, NC 29303 910-764-2314
	Worth the Weight, Inc. (Antonio Ervin) 2811 Raeford Rd. Fayetteville, NC 28303 (904) 233-3785	2811 Raeford Rd. Fayetteville, NC 910-485-3400
	Michael Ruffer 1109 Lyrac Ct. Oakton, VA 22124 (571) 283-7809	150 Cabela Dr. Garner, NC 27529 919-772-7338
	Princess Street Partners, LLC (Rick Fisher) 200 N. Washington St., Unit #320760 Alexandria, VA 22320 (703) 566-5821	2212 Franklin Blvd. Gastonia, NC 28052 980-320-8033
	Moseley Partners, LLC, (Mark Moseley) 113-5 Founders Way Strasburg, VA 22657 540-465-2421	600 Greenville Rd., Ste. D Greenville, NC 27858 252-364-2838
	Stein5, LLC (Christine Steiner) 127 Heathland Ln. Mooresville, NC 28117 810-599-7632	1520 Hwy 70 SE Hickory, NC 28602 828-855-3235
	Moseley Partners (Mark Moseley) 7250 Middle Road Middletown, VA 22646, (703) 587-7082, (540) 465-2421	408 Western Blvd., #103 Jacksonville, NC 285
	Doughball, LLC (Thomas Ferguson) 322 Colington Dr. Kill Devil Hills, NC 27948 (267) 441-0631	1203 S. Croatan Hwy. Kill Devil Hills, NC 27948 252-255-0006
	Michael Ruffer 1109 Lyrac Ct. Oakton, VA 22124 (571) 283-7809	1018 Shoppes at Midway Dr. Knightdale, NC 27545 919-266-6664
	Princess Street Partners, LLC (Rick Fisher) 200 N. Washington St., Unit #320760 Alexandria, VA 22320 (703) 566-5821	2833 West Hwy. 74 Monroe, NC 28110 704-225-1960
	Stein 5, LLC (Christine Steiner) 127 Heathland Ln. Mooresville, NC 28117 (810) 599-7632	654 River Hwy. Mooresville, NC 28117 704-799-7500
	Moseley Partners (Mark Moseley) 7250 Middle Road Middletown, VA 22646, (703) 587-7082, (540) 465-2421	5136 US Hwy. 70 West B6 Morehead City, NC 28557
	Michael Ruffer 1109 Lyrac Ct. Oakton, VA 22124 (571) 283-7809	412 Main at North Hills St. Raleigh, NC 27609 919-787-7772
	Creative PTI, LLC (Pat Carroll) 19465 Deerfield Ave., #105 Landsdowne, VA 20176, (703) 595-8673	RDU Airport 1025 Cargo Dr., Ste. 2201 Raleigh, NC 27623

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Michael Ruffer 1109 Lyrac Ct. Oakton, VA 22124 (571) 283-7809	8107 Creedmoor Rd. Raleigh, NC 27613 919-844-7057
	Michael Ruffer 1109 Lyrac Ct. Oakton, VA 22124 (571) 283-7809	5501 Capital Blvd., Ste. 106 Raleigh, NC 27616 984-232-0547
	Moseley Partners, LLC, (Mark Moseley) 113-5 Founders Way Strasburg, VA 22657 540-465-2421	6801 Parker Farm Dr. Wilmington, NC 28405 910-256-9069
North Dakota		
	BNF, LLC (Dave Glaser and Brad Bender) 3801 Lockport St., Ste. 3 Bismarck, ND 58503 (701) 226-4015, (612) 387-6201	1001 Interstate Ave. Bismarck, ND 58503 701-751-4286
	BNF, LLC (Dave Glaser and Brad Bender) 3801 Lockport St., Ste. 3 Bismarck, ND 58503 (701) 226-4015, (612) 387-6201	2877 45 th St., Ste. 100 Fargo, ND 58104 701-356-5489
	BNF, LLC (Dave Glaser and Brad Bender) 3801 Lockport St., Ste. 3 Bismarck, ND 58503 (701) 226-4015, (612) 387-6201	3221 32nd Ave. S., Ste. 400 Grand Forks, ND 58201
	BNF, LLC (Dave Glaser and Brad Bender) 3801 Lockport St., Ste. 3 Bismarck, ND 58503 (701) 226-4015, (612) 387-6201	3300 16 th St. SW Minot, ND 58701 701-837-5555
Ohio		
	Wholesome Enterprises, LLC (Raji Sankar & Randhir Sethi) 3369 Altherson Dr. Pittsburgh, PA 15102 724-518-0967	3863 Medina Rd. Akron, OH 44333 330-665-5551
	Russell Hanson 7322 Market St., Ste. 1 Boardman, OH 44512 (949) 212-2169	107 S. Canfield-Niles Rd., Ste. A Austintown, OH 44515
	French Creek Burgers, LLC (Maureen and Randolph Androsik) 28421 West Oakland Bay Village, OH 44140 (216) 798-2881	36050-A Detroit Rd. Avon, OH 44011 440-937-GUYS
	DFG Corporate LLC (Randall Gunlock) 1057 Miamisburg-Centerville Rd. Dayton, OH 45459 (937) 428-5463	3286 Pentagon Blvd. Beavercreek, OH 45431 937-427-6590
	Russell Hanson 7322 Market St., Ste. 1 Boardman, OH 44512 (949) 212-2169	7322 Market St. Boardman, OH 44512 330-629-8038
	DFG Corporate LLC (Randall Gunlock) 1057 Miamisburg-Centerville Rd. Dayton, OH 45459 (937) 428-5463	1057 Miamisburg – Centerville Rd. Centerville, OH 45459 937-428-4897

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	KRNBLZ, LLC (Robert Picerne) 247 North Westmonte Dr. Altamonte Springs, FL 32714 (407) 529-7100, (407) 772-0200, (407) 444-0418	3659 Stone Creek Blvd., Ste. C Cincinnati, OH 45251 513-245-1530
	KRNBLZ, LLC (Robert Picerne) 247 North Westmonte Dr. Altamonte Springs, FL 32714 (407) 529-7100, (407) 772-0200, (407) 444-0418	830 Eastgate South Dr. Cincinnati, OH 45245
	Wholesome Enterprises, LLC (Raji Sankar & Randhir Sethi) 3369 Altherson Dr. Pittsburgh, PA 15102 724-518-0967	3273 Steelyard Dr. Cleveland, OH 44109
	Russell Hanson 7322 Market St., Ste. 1 Boardman, OH 44512 (949) 212-2169	2170 Millenium Blvd., #1 Courtland, OH 44410 330-372-0232
	Wholesome Enterprises, LLC (Raji Sankar & Randhir Sethi) 3369 Altherson Dr. Pittsburgh, PA 15102 724-518-0967	753 Howe Ave. Cuyahoga Falls, OH 44221 330-920-9444
	DFG Corporate LLC (Randall Gunlock) 1057 Miamisburg-Centerville Rd. Dayton, OH 45459 (937) 428-5463	1143 Brown St. Dayton, OH 45409 937-222-2325
	Wholesome Enterprises, LLC (Raji Sankar & Randhir Sethi) 3369 Altherson Dr. Pittsburgh, PA 15102 724-518-0967	3100 Westgate Fairview Park, OH 44126 440-333-5570
	Famous Burger Group, LLC (David MacDonald, Branden Yono, Jason Yono, Anthony Robinson) 15645 Blue Skies St. Livonia, MI 48154 David MacDonald: (734) 536-1187	1800 Tiffin Ave. Findlay, OH 45840
	Russell Hanson 7322 Market St., Ste. 1 Boardman, OH 44512 (949) 212-2169	2393 Niles Cortland Rd. Howland, OH 44484 330-989-5162
	Wholesome Enterprises, LLC (Raji Sankar & Randhir Sethi) 3369 Altherson Dr. Pittsburgh, PA 15102 724-518-0967	623 E. Main St. Kent, OH 44240 330-673-6666
	Famous Burger Group, LLC (David MacDonald, Branden Yono, Jason Yono, Anthony Robinson) 15645 Blue Skies St. Livonia, MI 48154 David MacDonald: (734) 536-1187	3292 Elida Rd. Lima, OH 45801
	KRNBLZ, LLC (Robert Picerne) 247 North Westmonte Dr. Altamonte Springs, FL 32714 (407) 529-7100, (407) 772-0200, (407) 444-0418	9540 S. Mason Montgomery Rd. Mason, OH 40540 513-204-5900

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Famous Burger Group, LLC (David MacDonald, Branden Yono, Jason Yono, Anthony Robinson) 15645 Blue Skies St. Livonia, MI 48154 David MacDonald: (734) 536-1187	1395 Conant St., Ste. C Maumee, OH 43537 419-893-3400
	Wholesome Enterprises, LLC (Raji Sankar & Randhir Sethi) 3369 Altherson Dr. Pittsburgh, PA 15102 724-518-0967	1271 SOM Center Rd. Mayfield Heights, OH 44124 440-442-6700
	Wholesome Enterprises, LLC (Raji Sankar & Randhir Sethi) 3369 Altherson Dr. Pittsburgh, PA 15102 724-518-0967	9180 Mentor Ave. Mentor, OH 44060 440-205-1750
	DFG Corporate LLC (Randall Gunlock) 1057 Miamisburg-Centerville Rd. Dayton, OH 45459 (937) 428-5463	10635 Innovation Dr. Miamisburg, OH 45342 937-269-0045
	Wholesome Enterprises, LLC (Raji Sankar & Randhir Sethi) 3369 Altherson Dr. Pittsburgh, PA 15102 724-518-0967	17695 Bagley Rd. Middleburg Heights, OH 44130 440-239-7880
	Wholesome Enterprises, LLC (Raji Sankar & Randhir Sethi) 3369 Altherson Dr. Pittsburgh, PA 15102 724-518-0967	6652 Strip Ave. NW North Canton, OH 44720
	French Creek Burgers, LLC (Maureen and Randolph Androsik) 28421 West Oakland Bay Village, OH 44140 (216) 798-2881	25999 Lorain Rd. North Olmstead, OH 44070 440-716-6000
	KRNBLZ, LLC (Robert Picerne) 247 North Westmonte Dr. Altamonte Springs, FL 32714 (407) 529-7100, (407) 772-0200, (407) 444-0418	2743 Edmondson Rd. Norwood, OH 45209 513-351-5274
	Wholesome Enterprises, LLC (Raji Sankar & Randhir Sethi) 3369 Altherson Dr. Pittsburgh, PA 15102 724-518-0967	8249 W. Ridgewood Dr. Parma, OH 44129 440-842-0095
	Famous Burger Group, LLC (David MacDonald, Branden Yono, Jason Yono, Anthony Robinson) 15645 Blue Skies St. Livonia, MI 48154 David MacDonald: (734) 536-1187	10090 Olde US 20 Rossford, OH 43460
	French Creek Burgers, LLC (Maureen and Randolph Androsik) 28421 West Oakland Bay Village, OH 44140 (216) 798-2881	4317 Milan Rd. Sandusky, OH 4480
	Wholesome Enterprises, LLC (Raji Sankar & Randhir Sethi) 3369 Altherson Dr. Pittsburgh, PA 15102 724-518-0967	13971 Cedar Rd. South Euclid, OH 44118

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	KRNBLZ, LLC (Robert Picerne) 247 North Westmonte Dr. Altamonte Springs, FL 32714 (407) 529-7100, (407) 772-0200, (407) 444-0418	810 Kemper Rd. Springdale, OH 75246
	Famous Burger Group, LLC (David MacDonald, Branden Yono, Jason Yono, Anthony Robinson) 15645 Blue Skies St. Livonia, MI 48154 David MacDonald: (734) 536-1187	1994 N. Bechtle Rd. Springfield, OH 45504 937-399-5000
	Wholesome Enterprises, LLC (Raji Sankar & Randhir Sethi) 3369 Altherson Dr. Pittsburgh, PA 15102 724-518-0967	Strongsville Town Center 15163 Pearl Rd. Strongsville, OH 44136
	Famous Burger Group, LLC (David MacDonald, Branden Yono, Jason Yono, Anthony Robinson) 15645 Blue Skies St. Livonia, MI 48154 David MacDonald: (734) 536-1187	3305 W. Central Ave. Toledo, OH 43606 419-464-0000
	Wholesome Enterprises, LLC (Raji Sankar & Randhir Sethi) 3369 Altherson Dr. Pittsburgh, PA 15102 724-518-0967	4025 Richmond Rd., Unit H Warrensville Heights, OH 44122 216-360-8888
	KRNBLZ, LLC (Robert Picerne) 247 North Westmonte Dr. Altamonte Springs, FL 32714 (407) 529-7100, (407) 772-0200, (407) 444-0418	7100 Foundry Row, Ste. 246 West Chester, OH 45069 513-779-0058
	French Creek Burgers, LLC (Maureen and Randolph Androsik) 28421 West Oakland Bay Village, OH 44140 (216) 798-2881	30297 Detroit Rd. Westlake, OH 44145 440-716-6000
	Wholesome Enterprises, LLC (Raji Sankar & Randhir Sethi) 3369 Altherson Dr. Pittsburgh, PA 15102 724-518-0967	4299 Burbank Rd. Wooster, OH 44691 330-345-1111

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
Oklahoma		
	Encore FGBF Oklahoma, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	2401 12 th Ave., NW, Ste. 102A Ardmore, OK 73401 405-300-5703
	Encore FGBF Oklahoma, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	1442 East Hillside Dr. Broken Arrow, OK 74012 918-355-9142
	Encore FGBF Oklahoma, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	4334 E. Owen Garriott Enid, OK 73703 580-307-6484
	Encore FGBF Oklahoma, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	3405 NW Cache Rd. Lawton, OK 73505 580-350-3723
	Encore FGBF Oklahoma, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	631 SW 19 th St., Ste. 101 Moore, OK 73160 405-794-5559
	Encore FGBF Oklahoma, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	1401 24 th Ave., NW Norman, OK 73109 405-321-4871
	Encore FGBF Oklahoma, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	Rockwell NW Shopping Center 6900 NW Expressway Oklahoma City, OK 73132
	Encore FGBF Oklahoma, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	Quail Springs Marketplace 2300 W. Memorial Rd. Oklahoma City, OK 73120 405-753-4554
	Encore FGBF Oklahoma, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	6304 SW 3 rd St. Oklahoma City, OK 78128 918-527-0684
	Encore FGBF Oklahoma, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	611 N. Perkins Rd., Ste. B Stillwater, OK 74075 405-500-2025
	Encore FGBF Oklahoma, LLC (Patrick Barber) c/o Encore Restaurants, LLC 5005 LBJ Freeway, Ste. 1200 Dallas, TX 75244 (214) 259-7004	Riverside Market 9635 Riverside Pkwy. Tulsa, OK 74137 918-296-5509

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
Oregon		
	Northwest Burgers and Fries Inc. (Bill Marble) 11774 Pinedale Rd. Moorpark, CA 93021 (818) 399-3544	2606 SW Cedar Hills Blvd. Beaverton, OR 503-430-8748
	Northwest Burgers and Fries Inc. (Bill Marble) 11774 Pinedale Rd. Moorpark, CA 93021 (818) 399-3544	14700 SW Murray Scholls Dr. Beaverton, OR 97007
	Southern Oregon Burgers and Fries, LLC (Mel Garges and Kristy Zakour) 90730 Marcola Rd. Springfield, OR 97478 (541) 968-0544	222 N. Emerson, Ste. 120 Bend, OR 97701 541-797-7787
	Southern Oregon Burgers and Fries, LLC (Mel Garges and Kristy Zakour) 90730 Marcola Rd. Springfield, OR 97478 (541) 968-0544	495 West 7 th Ave. Eugene, OR 97401
	Northwest Burgers and Fries Inc. (Bill Marble) 11774 Pinedale Rd. Moorpark, CA 93021 (818) 399-3544	2595 SE Burnside Rd. Gresham, OR 97080
	Northwest Burgers and Fries Inc. (Bill Marble) 11774 Pinedale Rd. Moorpark, CA 93021 (818) 399-3544	8963 SW 82 nd Ave. Happy Valley, OR 97086 503-777-5160
	Northwest Burgers and Fries Inc. (Bill Marble) 11774 Pinedale Rd. Moorpark, CA 93021 (818) 399-3544	17105 SE Sunnyside Dr., #134 Happy Valley, OR 97086 503-305-6410
	Northwest Burgers and Fries Inc. (Bill Marble) 11774 Pinedale Rd. Moorpark, CA 93021 (818) 399-3544	2341 NW 185th St. Hillsboro, OR 97123
	Northwest Burgers and Fries Inc. (Bill Marble) 11774 Pinedale Rd. Moorpark, CA 93021 (818) 399-3544	15121 SE McLoughlin Blvd. Milwaukie, OR 97267
	Northwest Burgers and Fries Inc. (Bill Marble) 11774 Pinedale Rd. Moorpark, CA 93021 (818) 399-3544	19574 Molalla Ave. Oregon City, OR 97045 503-657-6049
	CLRM, Inc. (Ryan Coady) 1575 NE 237 th Ave. Wood Village, OR 97060 (480) 225-2364	2323 Lancaster Dr. NE Salem, OR 97305 503-990-8828
	CLRM, Inc. (Ryan Coady) 1575 NE 237 th Ave. Wood Village, OR 97060 (480) 225-2364	Vista Place 2990 Commercial Blvd. Salem, OR 97302
	Southern Oregon Burgers and Fries, LLC (Mel Garges and Kristy Zakour) 90730 Marcola Rd. Springfield, OR 97478 (541) 968-0544	3266 Gateway St. Springfield, OR 97477

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Northwest Burgers and Fries Inc. (Bill Marble) 11774 Pinedale Rd. Moorpark, CA 93021 (818) 399-3544	7005 SW Nyberg St. Tualatin, OR 97062 503-612-3000
	Northwest Burgers and Fries Inc. (Bill Marble) 11774 Pinedale Rd. Moorpark, CA 93021 (818) 399-3544	2050 8 th Ave. West Linn, OR 97068 503-594-0812
Pennsylvania		
	GB-Altoona, LLC (Saleh Mohamadi) 14080 Sullyfield Circle, Ste. J Chantilly, VA 20151 (703) 310-8211	3420 Pleasant Valley Blvd., Ste. B Altoona, PA 16602 814-944-2001
	Rockham 5G PA, LLC (Drew Smith) P.O. Box 1437 Exton, PA 19344 (703) 869-8483	77 E. City Line Ave. Bala Cynwyd, PA 19004 610-949-9005
	Wholesome Enterprises, LLC (Raji Sankar & Randhir Sethi) 3369 Altherson Dr. Pittsburgh, PA 15102 724-518-0967	160 Millers Run Rd. Bridgeville, PA 15017 412-914-2070
	Rockham 5G PA, LLC (Drew Smith) P.O. Box 1437 Exton, PA 19344 (703) 869-8483	2053 Sprout Rd. Broomall, PA 19008 610-359-8155
	Rockham 5G PA, LLC (Drew Smith) P.O. Box 1437 Exton, PA 19344 (703) 869-8483	200 W. Ridge Pike Conshohocken, PA 19428 610-825-5557
	Rockham 5G PA, LLC (Drew Smith) P.O. Box 1437 Exton, PA 19344 (703) 869-8483	Cross Keys Pl. 4399 W. Swamp Rd. Doylestown, PA 18902 215-340-5501
	Rockham 5G PA, LLC (Drew Smith) P.O. Box 1437 Exton, PA 19344 (703) 869-8483	276 Exton Square Mall Exton, PA 19341 484-875-0755
	Rockham 5G PA, LLC (Drew Smith) P.O. Box 1437 Exton, PA 19344 (703) 869-8483	125 East Street Rd. Feasterville, PA 19053 215-354-9055
	Great Burger-Johnstown, LLC (Jerome Fink and Saleh Mohamadi) 14080 Sullyfield Circle, Ste. J Chantilly, VA 20151 (703) 310-8211	145 Town Center Dr. Johnstown, PA 15904 814-262-7872
	Rockham 5G PA, LLC (Drew Smith) P.O. Box 1437 Exton, PA 19344 (703) 869-8483	160 N. Gulph Rd. King of Prussia, PA 19406 610-265-7755
	Wholesome Enterprises, LLC (Raji Sankar & Randhir Sethi) 3369 Altherson Dr. Pittsburgh, PA 15102 724-518-0967	73845 Northern Pike Monroeville, PA 15146 412-373-7711

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Rockham 5G PA, LLC (Drew Smith) P.O. Box 1437 Exton, PA 19344 (703) 869-8483	1527 Chestnut St. Philadelphia, PA 19102 215-972-1375
	Rockham 5G PA, LLC (Drew Smith) P.O. Box 1437 Exton, PA 19344 (703) 869-8483	2552 Grant Ave., #200 Philadelphia, PA 19114 215-677-3155
	Wholesome Enterprises, LLC (Raji Sankar & Randhir Sethi) 3369 Altherson Dr. Pittsburgh, PA 15102 724-518-0967	1029 Freeport Rd. Pittsburgh, PA 15238 412-781-5590
	Wholesome Enterprises, LLC (Raji Sankar & Randhir Sethi) 3369 Altherson Dr. Pittsburgh, PA 15102 724-518-0967	324 McHolme Dr. Pittsburgh, PA 15275 412-788-5777
	Wholesome Enterprises, LLC (Raji Sankar & Randhir Sethi) 3369 Altherson Dr. Pittsburgh, PA 15102 724-518-0967	117 Bouquet St. Pittsburgh, PA 15213 412-802-7100
	Wholesome Enterprises, LLC (Raji Sankar & Randhir Sethi) 3369 Altherson Dr. Pittsburgh, PA 15102 724-518-0967	3 PPG Pl. Pittsburgh, PA 15222 412-227-0206
	Rockham 5G PA, LLC (Drew Smith) P.O. Box 1437 Exton, PA 19344 (703) 869-8483	254 N. West End Quakertown, PA 18951 215-536-0555
	Great Burger, State College LLC (Jerome Fink and Saleh Mohamadi) 14080 Sullyfield Circle, Ste. J Chantilly, VA 20151 (703) 310-8211	226 W. College Ave. State College, PA 16801 814-238-3066
	Rockham 5G PA, LLC (Drew Smith) P.O. Box 1437 Exton, PA 19344 (703) 869-8483	864 W. Street Rd. Warminster, PA 18974 215-443-5489
	Rockham 5G PA, LLC (Drew Smith) P.O. Box 1437 Exton, PA 19344 (703) 869-8483	Gateway Shopping Center 253 E. Swedesford Rd. Wayne, PA 610-964-0214
	Rockham 5G PA, LLC (Drew Smith) P.O. Box 1437 Exton, PA 19344 (703) 869-8483	309 E. Lancaster Ave. Wayne, PA 19087 610-971-9300
Rhode Island		
	Miles Prentice and Jeffrey Parker 100 Cumming Center, 311J Beverly, MA 01915 (212) 779-9910	1450 Hartford Ave. Johnston, RI 02919 401-214-5050

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Miles Prentice and Jeffrey Parker 100 Cumming Center, 311J Beverly, MA 01915 (212) 779-9910	Lincoln Mall 622 George Washington Hwy. Lincoln, RI 02865
	Miles Prentice and Jeffrey Parker 100 Cumming Center, 311J Beverly, MA 01915 (212) 779-9910	199 Connell Hwy. Newport, RI 02840 401-841-9200
	Miles Prentice and Jeffrey Parker 100 Cumming Center, 311J Beverly, MA 01915 (212) 779-9910	600 Kingstown Rd. Wakefield, RI 02879 401-284-2395 401-284-2678 (fax)
	Miles Prentice and Jeffrey Parker 100 Cumming Center, 311J Beverly, MA 01915 (212) 779-9910	300 Quaker Ln. Warwick, RI 02886 401-828-3100
South Carolina		
	Jason Patel, Riteshbhai Patel and Jitenbhai Patel 1615 Ball Ground Hwy. Canton, GA 30114 (256) 810-8336	1909 A Whiskey Rd. Aiken, SC 29803 803-649-9949
	Griff Ventures, Inc. (Kevin Griffith) 151 Tandem Dr. Greer, SC 29650 (864) 704-9886	3501 Clemson Blvd. Anderson, SC 29621 864-716-0466
	Quintet Acquisitions LLC (Jonathan Kelly) 123 East Franklin St., #423 Chapel Hill, NC 27514 (919) 525-8825	Indigo Village-West Ashley 1662 Savannah Hwy. Charleston, SC 29407 843-556-5489
	2FOR5 King St LLC c/o Quintet Acquisitions LLC (Jonathan Kelly) 123 East Franklin St., #423 Chapel Hill, NC 27514 (919) 525-8825	364 King St. Charleston, SC 29485 843-577-9912
	Quintet Acquisitions LLC (Jonathan Kelly) 123 East Franklin St., #423 Chapel Hill, NC 27514 (919) 525-8825	4959 Centre Point Dr. North Charleston, SC 29418 843-744-0659
	Quintet Acquisitions LLC (Jonathan Kelly) 123 East Franklin St., #423 Chapel Hill, NC 27514 (919) 525-8825	931 Senate St. Columbia, SC 29201 803-799-0441
	Quintet Acquisitions LLC (Jonathan Kelly) 123 East Franklin St., #423 Chapel Hill, NC 27514 (919) 525-8825	285 Columbiana Dr. Columbia, SC 29212 803-407-6443
	Quintet Acquisitions LLC (Jonathan Kelly) 123 East Franklin St., #423 Chapel Hill, NC 27514 (919) 525-8825	4751 Forest Dr. Columbia, SC 29206 803-787-3178
	Quintet Acquisitions LLC (Jonathan Kelly) 123 East Franklin St., #423 Chapel Hill, NC 27514 (919) 525-8825	Clemson Rd. Columbia, SC 29229

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Griff Ventures, Inc. (Kevin Griffith) 151 Tandem Dr. Greer, SC 29650 (864) 704-9886	128 Rolling Hills Circle, Unit A Easley, SC 29640
	Moseley Partners, LLC (Mark Moseley) 113-5 Founders Way Strasburg, VA 22657 (540) 465-2421	1940 Hoffmeyer Rd. Florence, SC 29501 843-667-6207
	Griff Ventures, Inc. (Kevin Griffith) 151 Tandem Dr. Greer, SC 29650 (864) 704-9886	1175 Woods Crossing Rd. Greenville, SC 29607 864-297-0019
	Griff Ventures, Inc. (Kevin Griffith) 151 Tandem Dr. Greer, SC 29650 (864) 704-9886	3935 Pelham Rd. Greenville, SC 29615 864-288-3950
	Griff Ventures, Inc. (Kevin Griffith) 151 Tandem Dr. Greer, SC 29650 (864) 704-9886	3281 N. Pleasantburg Rd. Greenville, SC 29606 864-232-9740
	Griff Ventures, Inc. (Kevin Griffith) 151 Tandem Dr. Greer, SC 29650 (864) 704-9886	1488 W. Wade Hampton Blvd. Greer, SC 29650 864-848-5422
	Quintet Acquisitions LLC (Jonathan Kelly) 123 East Franklin St., #423 Chapel Hill, NC 27514 (919) 525-8825	5135 Sunset Blvd. Lexington, SC 29072 803-356-1007
	Quintet Acquisitions LLC (Jonathan Kelly) 123 East Franklin St., #423 Chapel Hill, NC 27514 (919) 525-8825	1795 US Hwy. 17 North Mount Pleasant, SC 29464 843-881-4550
	Moseley Partners, LLC (Mark Moseley) 113-5 Founders Way Strasburg, VA 22657 (540) 465-2421	804 Inlet Square Dr. Murrells Inlet, SC 843-651-9973
	Moseley Partners, LLC (Mark Moseley) 113-5 Founders Way Strasburg, VA 22657 (540) 465-2421	Pine Island Rd. Myrtle Beach, SC 28577 843-839-9973
	Moseley Partners, LLC (Mark Moseley) 113-5 Founders Way Strasburg, VA 22657 (540-465-2421)	10835 Kings Rd. Myrtle Beach, SC 29572 843-839-9078
	Quintet Acquisitions LLC (Jonathan Kelly) 123 East Franklin St., #423 Chapel Hill, NC 27514 (919) 525-8825	9500 Dorchester Rd. North Charleston, SC 29485 843-875-8035 843-875-8036 (fax)
	Quintet Acquisitions LLC (Jonathan Kelly) 123 East Franklin St., #423 Chapel Hill, NC 27514 (919) 525-8825	7250 Rivers Ave. North Charleston, SC 29406 843-203-6916
	Moseley Partners, LLC (Mark Moseley) 113-5 Founders Way Strasburg, VA 22657 (540) 465-2421	Surfwood Plaza Shopping Center 202 Hwy 17 North North Myrtle Beach, SC 843-281-1090

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Princess Street Partners, LLC (Rick Fisher) 200 N. Washington St., Unit #320760 Alexandria, VA 22320 (703) 566-5821	1460 Meeting Blvd., Ste. 101 Rock Hill, SC 29730 803-980-5800
	Griff Ventures, Inc. (Kevin Griffith) 151 Tandem Dr. Greer, SC 29650 (864) 704-9886	3908 Grandview Dr. Simpsonville, SC 29680
	Quintet Acquisitions LLC (Jonathan Kelly) 123 East Franklin St., #423 Chapel Hill, NC 27514 (919) 525-8825	1209 N. Main St. Summerville, SC 29485 843-821-4204
	Moseley Partners, LLC (Mark Moseley) 113-5 Founders Way Strasburg, VA 22657 (540) 465-2421	1261 Broad St. Sumter, SC 29150 803-905-5100
South Dakota		
	Murray 5G Inc. (Dan Murray) 211 S. Mable Ave. Sioux Falls, SD 57103 (605) 645-6624	1329 Eglin, Ste. 100 Rapid City, SD 57701 605-342-4897
	Murray 5G Inc. (Dan Murray) 211 S. Mable Ave. Sioux Falls, SD 57103 (605) 645-6624	4200 S. Louise Ave. Sioux Falls, SD 57106 605-271-7579
	Murray 5G Inc. (Dan Murray) 211 S. Mable Ave. Sioux Falls, SD 57103 (605) 645-6624	121 S. Minnesota Ave. Sioux Falls, SD 57104 605-275-4897
Tennessee		
	FGTENN, LLC (Laurie Lowe, Ned Scherer and Calvert Simmons) 1410 Spring Hill Rd. McLean, VA 22102 (703) 919-8397	208 Hamilton Crossing Dr. Alcoa, TN 37701 865-982-1200
	Jubilee Restaurant Group, LLC (Seth Hargett and Daniel Harlin) 3333 New Hyde Park Rd., Ste. 301 New Hyde Park, NY 11042 Seth Hargett: (251) 648-8159 Daniel Harlin: (504) 722-7442	Stage Centre 6600 Stage Rd., Ste. 138 Bartlett, TN 38135
	GPR Hospitality, LLC (James Richards) 7663 Harrier Hill Rd. Signal Mountain, TN 37377 (423) 605-1253	Hamilton Village 2020 Gunbarrel Rd. Chattanooga, TN 37421 423-664-3500
	GPR Hospitality, LLC (James Richards) 7663 Harrier Hill Rd. Signal Mountain, TN 37377 (423) 605-1253	401 Broad St., Ste. 101 Chattanooga, TN 37402
	GPR Hospitality, LLC (James Richards) 7663 Harrier Hill Rd. Signal Mountain, TN 37377 (423) 605-1253	124 Stuart Rd. Cleveland, TN 37312 423-476-4878

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Jubilee Restaurant Group, LLC (Seth Hargett and Daniel Harlin) 3333 New Hyde Park Rd., Ste. 301 New Hyde Park, NY 11042 Seth Hargett: (251) 648-8159 Daniel Harlin: (504) 722-7442	3574 Houston Levee Collierville, TN 38028 901-316-5593
	FGTENN, LLC (Laurie Lowe, Ned Scherer and Calvert Simmons) 1410 Spring Hill Rd. McLean, VA 22102 (703) 919-8397	815 Pkwy. Gatlinburg, TN 29420
	GPR Hospitality, LLC (James Richards) 7663 Harrier Hill Rd. Signal Mountain, TN 37377 (423) 605-1253	261 Indian Lake Blvd. Hendersonville, TN 37075 615-822-6062
	GPR Hospitality, LLC (James Richards) 7663 Harrier Hill Rd. Signal Mountain, TN 37377 (423) 605-1253	5110 Hixson Pike Hixson, TN 37343 423-870-7772
	Jubilee Restaurant Group, LLC (Seth Hargett and Daniel Harlin) 3333 New Hyde Park Rd., Ste. 301 New Hyde Park, NY 11042 Seth Hargett: (251) 648-8159 Daniel Harlin: (504) 722-7442	Shoppes @ The Columns 1245 Vann Dr. Jackson, TN 38305
	Blue Ridge 5, LLC (Jeffrey Steiner, Christine Steiner, & Joseph Custer) 127 Heathland Lane Mooreville, NC 28117 (810) 599-7632	1914 North Roan St. Johnson City, TN 37601 423-262-0402
	Blue Ridge 5, LLC (Jeffrey Steiner, Christine Steiner, & Joseph Custer) 127 Heathland Lane Mooreville, NC 28117 (810) 599-7632	1708 E. Stone Dr. Kingsport, TN 37660 423-378-7806
	FGTENN, LLC (Laurie Lowe, Ned Scherer and Calvert Simmons) 1410 Spring Hill Rd. McLean, VA 22102 (703) 919-8397	10922 Parkside Dr. Knoxville, TN 37923 865-675-4897
	FGTENN, LLC (Laurie Lowe, Ned Scherer and Calvert Simmons) 1410 Spring Hill Rd. McLean, VA 22102 (703) 919-8397	Northshore Town Center Northshore Dr. & Town Center Blvd. Knoxville, TN 37922
	FGTENN, LLC (Laurie Lowe, Ned Scherer and Calvert Simmons) 1410 Spring Hill Rd. McLean, VA 22102 (703) 919-8397	234 Brookview Center #101 Knoxville, TN 37919 865-602-7700
	Jubilee Restaurant Group, LLC (Seth Hargett and Daniel Harlin) 3333 New Hyde Park Rd., Ste. 301 New Hyde Park, NY 11042 Seth Hargett: (251) 648-8159 Daniel Harlin: (504) 722-7442	1315 Ridgeway Rd. Memphis, TN 38119

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Jubilee Restaurant Group, LLC (Seth Hargett and Daniel Harlin) 3333 New Hyde Park Rd., Ste. 301 New Hyde Park, NY 11042 Seth Hargett: (251) 648-8159 Daniel Harlin: (504) 722-7442	2100 Union Ave. Memphis, TN 38104 901-552-4017
	GPR Hospitality, LLC (James Richards) 7663 Harrier Hill Rd. Signal Mountain, TN 37377 (423) 605-1253	300 Pleasant Grove Mt. Juliet, TN 37122 615-758-8566
	GPR Hospitality, LLC (James Richards) 7663 Harrier Hill Rd. Signal Mountain, TN 37377 (423) 605-1253	536 N. Thompson Ln. Murfreesboro, TN 37129 615-439-6047
	FGTENN, LLC (Laurie Lowe, Ned Scherer and Calvert Simmons) 1410 Spring Hill Rd. McLean, VA 22102 (703) 919-8397	2526 Pkwy. Pigeon Forge, TN 37863 865-453-1445
	FGTENN, LLC (Laurie Lowe, Ned Scherer and Calvert Simmons) 1410 Spring Hill Rd. McLean, VA 22102 (703) 919-8397	7531 Barnett Way Powell, TN 37849 865-938-2007
	GPR Hospitality, LLC (James Richards) 7663 Harrier Hill Rd. Signal Mountain, TN 37377 (423) 605-1253	311 Sam Ridley Pkwy. Smyra, TN 37167 615-459-3220
Texas		
	MICAP, LLC (Mikel and Rhonda Capps) 5822 112 th St. Lubbock, TX 79424 (575) 973-0114	2313 South Georgia St., Space 37 Amarillo, TX 79109 806-398-0582
	The Houston Guys LLC (John Hooff and Eugene Hooff) 2107 Forest Hill Rd. Alexandria, VA 22307 John Hooff: (703) 585-6284, (703) 329-3354 Eugene Hooff: (404) 550-2147	507 I-45 N, Ste D Conroe, TX 77304 936-474-4110
	The Houston Guys LLC (John Hooff and Eugene Hooff) 2107 Forest Hill Rd. Alexandria, VA 22307 John Hooff: (703) 585-6284, (703) 329-3354 Eugene Hooff: (404) 550-2147	Royal Oaks Center 11700 Westheimer Rd. Houston, TX 77077
	The Houston Guys LLC (John Hooff and Eugene Hooff) 2107 Forest Hill Rd. Alexandria, VA 22307 John Hooff: (703) 585-6284, (703) 329-3354 Eugene Hooff: (404) 550-2147	255 I-45 South and Smither Rd., Ste. F Huntsville, TX 77340
	The Houston Guys LLC (John Hooff and Eugene Hooff) 2107 Forest Hill Rd. Alexandria, VA 22307 John Hooff: (703) 585-6284, (703) 329-3354 Eugene Hooff: (404) 550-2147	1615 West FM 646 League City, TX 77573 281-534-6726
	MICAP, LLC (Mikel and Rhonda Capps) 5822 112 th St. Lubbock, TX 79424 (575) 973-0114	4410 19 th St., #100 Lubbock, TX 79407 806-771-4897

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	MICAP, LLC (Mikel and Rhonda Capps) 5822 112 th St. Lubbock, TX 79424 (575) 973-0114	6076 Marsha Sharp Freeway Lubbock, TX 79407 806-771-4897
	The Houston Guys LLC (John Hooff and Eugene Hooff) 2107 Forest Hill Rd. Alexandria, VA 22307 John Hooff: (703) 585-6284, (703) 329-3354 Eugene Hooff: (404) 550-2147	6619 FM 1488, Ste. 201 Magnolia, TX 77354
	Albert Carrillo, Jr. 1604 Shell Ave. Midland, TX 79705 (626) 890-9560	2816 W. Loop 250 N., Ste. 300 Midland, TX 79705 432-699-2036
	The Houston Guys LLC, (John Hooff and Eugene Hooff) 2107 Forest Hill Rd. Alexandria, VA 22307 John Hooff: (703) 585-6284, (703) 329-3354 Eugene Hooff: (404) 550-2147	6215 Highway #6, Ste. 100 Missouri City, TX 77459
	The Houston Guys, LLC (John Hooff and Eugene Hooff) 2107 Forest Hill Rd. Alexandria, VA 22307 John Hooff: (703) 585-6284, (703) 329-3354 Eugene Hooff: (404) 550-2147	1760 Nasa Pkwy. Nassau Bay, TX 77058 832-864-3495
	The Houston Guys, LLC (John Hooff and Eugene Hooff) 2107 Forest Hill Rd. Alexandria, VA 22307 John Hooff: (703) 585-6284, (703) 329-3354 Eugene Hooff: (404) 550-2147	11971 North Grand Pkwy., Ste. 100 New Caney, TX 77357 281-577-4012
	Albert Carrillo, Jr. 1604 Shell Ave. Midland, TX 79705 (626) 890-9560	4101 East 42 nd St., Bldg N, Unit 131 Odessa, TX 79762
	The Houston Guys LLC (John Hooff and Eugene Hooff) 2107 Forest Hill Rd. Alexandria, VA 22307 John Hooff: (703) 585-6284, (703) 329-3354 Eugene Hooff: (404) 550-2147	10645 Broadway St., Ste. #120 Pearland, TX 77584
	The Houston Guys LLC (John Hooff and Eugene Hooff) 2107 Forest Hill Rd. Alexandria, VA 22307 John Hooff: (703) 585-6284, (703) 329-3354 Eugene Hooff: (404) 550-2147	24004 SW Freeway Rosenberg, TX 77471 281-239-2241
	The Houston Guys LLC (John Hooff and Eugene Hooff) 2107 Forest Hill Rd. Alexandria, VA 22307 John Hooff: (703) 585-6284, (703) 329-3354 Eugene Hooff: (404) 550-2147	15810 SW Freeway, #100 Sugarland, TX 77478 281-277-7755
	The Houston Guys LLC (John Hooff and Eugene Hooff) 2107 Forest Hill Rd. Alexandria, VA 22307 John Hooff: (703) 585-6284, (703) 329-3354 Eugene Hooff: (404) 550-2147	Baybrook Sq. 1333 West Bay Area Blvd. #300 Webster, TX 77598
Utah		
	MeisterGuys, LLC (Jeff Howes) 125 West Burton Ave., Ste. 2 Salt Lake City, UT 84115 (801) 231-6101	209 N State St., Ste. B American Fork, UT 84003

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	MeisterGuys, LLC (Jeff Howes) 125 West Burton Ave., Ste. 2 Salt Lake City, UT 84115 (801) 231-6101	235 N. 500 W. Bountiful, UT 84010 801-292-3002
	MeisterGuys, LLC (Jeff Howes) 125 West Burton Ave., Ste. 2 Salt Lake City, UT 84115 (801) 231-6101	487 E. 12300 S. Draper, UT 84020 801-571-5027
	MeisterGuys, LLC (Jeff Howes) 125 West Burton Ave., Ste. 2 Salt Lake City, UT 84115 (801) 231-6101	2065 N. Harris Dr. Layton, UT 84040 801-773-8945
	MeisterGuys, LLC (Jeff Howes) 125 West Burton Ave., Ste. 2 Salt Lake City, UT 84115 (801) 231-6101	3601 N. Digital Dr., Ste. B Lehi, UT 84043 385-336-8382
	MeisterGuys, LLC (Jeff Howes) 125 West Burton Ave., Ste. 2 Salt Lake City, UT 84115 (801) 231-6101	1077 N. Main St., Ste. 120 Logan, UT 84341 435-753-7445
	MeisterGuys, LLC (Jeff Howes) 125 West Burton Ave., Ste. 2 Salt Lake City, UT 84115 (801) 231-6101	1148 E. Ft. Union Blvd. Midvale, UT 84047 801-565-8100
	MeisterGuys, LLC (Jeff Howes) 125 West Burton Ave., Ste. 2 Salt Lake City, UT 84115 (801) 231-6101	2325 Washington Blvd. Ogden, UT 84424
	MeisterGuys, LLC (Jeff Howes) 125 West Burton Ave., Ste. 2 Salt Lake City, UT 84115 (801) 231-6101	1051 S. 750 E. Orem, UT 84097 801-765-7556
	MeisterGuys, LLC (Jeff Howes) 125 West Burton Ave., Ste. 2 Salt Lake City, UT 84115 (801) 231-6101	1626 Uinta Way, Suite B-1 Park City, UT 84098 435-571-0911
	MeisterGuys, LLC (Jeff Howes) 125 West Burton Ave., Ste. 2 Salt Lake City, UT 84115 (801) 231-6101	12570 Rhetski Lane, Ste. 103 Riverton, UT 84065
	MeisterGuys, LLC (Jeff Howes) 125 West Burton Ave., Ste. 2 Salt Lake City, UT 84115 (801) 231-6101	10391 S. State St. Sandy, UT 84070 801-523-7440
	MeisterGuys, LLC (Jeff Howes) 125 West Burton Ave., Ste. 2 Salt Lake City, UT 84115 (801) 231-6101	3200 E. 3300 S. Salt Lake City, UT 84109 801-484-2480
	MeisterGuys, LLC (Jeff Howes) 125 West Burton Ave., Ste. 2 Salt Lake City, UT 84115 (801) 231-6101	529 E. 1000 N. Spanish Fork, UT 84660 801-798-7878
	MeisterGuys, LLC (Jeff Howes) 125 West Burton Ave., Ste. 2 Salt Lake City, UT 84115 (801) 231-6101	1279 E. 100 S. St. George, UT 84790 435-673-7337

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	MeisterGuys, LLC (Jeff Howes) 125 West Burton Ave., Ste. 2 Salt Lake City, UT 84115 (801) 231-6101	1716 W. 5400 S. Taylorsville, UT 84118 385-237-4111
	MeisterGuys, LLC (Jeff Howes) 125 West Burton Ave., Ste. 2 Salt Lake City, UT 84115 (801) 231-6101	Jordan Landing 7168 S. Plaza Center Dr. West Jordan, UT 84084
	MeisterGuys, LLC (Jeff Howes) 125 West Burton Ave., Ste. 2 Salt Lake City, UT 84115 (801) 231-6101	2917 South Glen Eagles, Ste. 4 West Valley, UT 84128 801-963-8003
Vermont		
	G.F. Vasey Holdings, LLC (Greg Vasey and Jack Goehring) 4 Ringgold St. Boston, MA 02118 (315) 292-8283	49 Church St. Burlington, VT 05401 802-863-2100
	G.F. Vasey Holdings, LLC (Greg Vasey and Jack Goehring) 4 Ringgold St. Boston, MA 02118 (315) 292-8283	The Gateway 580 Shelburne Rd., Ste. 11 South Burlington, VT 05401
Virginia		
	Blue Ridge 5, LLC (Jeffrey Steiner, Christine Steiner, & Joseph Custer) 127 Heathland Ln. Mooresville, NC 28117 (810) 599-7632	200 Linden Square Bristol, VA 24202 276-466-7099
	William McKechnie 36 Old Farm Rd. Charlottesville, VA 22903 (434) 906-5787	201 Connor Dr. Charlottesville, VA 22911 434-963-4897
	William McKechnie 36 Old Farm Rd. Charlottesville, VA 22903 (434) 906-5787	1119 Emmet St. Charlottesville, VA 22905 434-975-4897
	William McKechnie 36 Old Farm Rd. Charlottesville, VA 22903 (434) 906-5787	180 McCormick Rd. Charlottesville, VA 22904
	Atlanta's Best Burgers, LLC (Michael Melton) 1219 Towlston Rd. Great Falls, VA 22066 (703) 919-5289	Dulles International Airport Concourse B Dulles, VA 20166 703-572-5125
	Marion Sadler Post Office Box 871 Emporia, VA 23847 (434) 594-4907	916 W. Atlantic Sadler Travel Plaza Emporia, VA 23847 434-348-3483
	Robert and Larry Bowers 3260 Kirkham Rd. Columbus, OH 43221 Robert Bowers: (614) 557-2211 Larry Bowers: (330) 340-1536	10841 West Broad St. Glen Allen, VA 23058 804-967-0001

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Pyramid Enterprises, LLC (Steve Perkins) 3804 Blackthorn St. Chevy Chase, MD 20815 (703) 919-2566	King George Gateway 16398-B Consumer Row King George, VA 22485 540-644-9055
	GS5G, LLC (Richard Wayland) 3055 Prosperity Ave. Fairfax, VA 22031 (703) 849-9300	1000 Colonial Farm Rd. McLean, VA 22101 703-873-0539
	Retail Store Investment, LLC (Khadija Dinath) 23 Hidden Key Pl. St. Catherine's, ON Canada L2M 7H5 (289) 214-2812	12421 Chattanooga Plaza Midlothian, VA 23112 804-763-6002
	Robert and Larry Bowers 3260 Kirkham Rd. Columbus, OH 43221 Robert Bowers: (614) 557-2211 Larry Bowers: (330) 340-1536	1601 Willow Lawn Dr. Richmond, VA 23230 804-282-5595
	Marion Sadler Post Office Box 871 Emporia, VA 23847 (434) 594-4907	1015 East Atlantic St. South Hill, VA 23970 434-584-3483
	SAJ, Inc. (Keith Jones) 9504 Daniel Lewis Ln. Vienna, VA 22181 (703) 662-1512	6441 Lee Hwy. Warrenton, VA 20187 540-878-2065
	H&I Burgers LLC (Isalmou Boussaa, Hicham El Abbassi) 2110 Ivy Stone Pl. Woodbridge, VA 22191 Isalmou Boussaa: (703) 595-6785 Hicham El Abbassi: (703) 328-0007	1365 Berryville Ave. Winchester, VA 22601 540-542-0011
	H&I Burgers LLC (Isalmou Boussaa, Hicham El Abbassi) 2110 Ivy Stone Pl. Woodbridge, VA 22191 Isalmou Boussaa: (703) 595-6785 Hicham El Abbassi: (703) 328-0007	579 Adams St. Winchester, VA 22601 540-542-0072
Washington		
	Manufactured Homes, LLC (Ken Schneider) 21 9 th Ave. Kirkland, WA 98033 (425) 864-3910	1301 W. Bakerview Rd. Bellingham, WA 98226 360-734-8300
	Pacific Sliders, LLC (William and Lisa Barnett) 101 Augusta Ln. Pasco, WA 99301 (727) 599-4466	1111 228 th St. SE Bothell, WA 98021 425-489-8555
	Manufactured Homes, LLC (Ken Schneider) 21 9 th Ave. Kirkland, WA 98033 (425) 864-3910	1870 Marketplace Dr. Burlington, WA 98233 360-757-8677
	Nabil Asad 6043 Gholson Bridge Ct. Manassas, VA 20112 (571) 436-1441	1928 South Commons, Ste. B-1 Federal Way, WA 98003 253-839-1425
	Nabil Asad 6043 Gholson Bridge Ct. Manassas, VA 20112 (571) 436-1441	755 NW Gilman Blvd. Issaquah, WA 98077 425-392-3005

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Seattle Burgers, Inc. (Amjad Iraqi) 13553 137 th Pl. NE Kirkland, WA 98034 (206) 595-0492	1120 NE 124 th St. Kirkland, WA 98034 425-814-3256
	Manufactured Homes, LLC (Ken Schneider) 21 9 th Ave. Kirkland, WA 98033 (425) 864-3910	Lakewood Towne Center 5605 Lakewood Towne Center Blvd. Lakewood, WA 98499 253-582-4897
	Manufactured Homes, LLC (Ken Schneider) 21 9 th Ave. Kirkland, WA 98033 (425) 864-3910	1015 Ocean Beach Hwy., #105 Longview, WA 98632 360-425-8859
	Pacific Sliders, LLC (William and Lisa Barnett) 101 Augusta Ln. Pasco, WA 99301 (727) 599-4466	2902 164 th St. SW Lynnwood, WA 98087 425-787-6400
	Pacific Sliders, LLC (William and Lisa Barnett) 101 Augusta Ln. Pasco, WA 99301 (727) 599-4466	19620 Highway 99, Ste. 101 Lynnwood, WA 98036 425-670-9915
	Manufactured Homes, LLC (Ken Schneider) 21 9 th Ave. Kirkland, WA 98033 (425) 864-3910	2707 171 st Place NE, #104 Marysville, WA 98271 360-652-8707
	Manufactured Homes, LLC (Ken Schneider) 21 9 th Ave. Kirkland, WA 98033 (425) 864-3910	14650 N. Kelsey St. Monroe, WA 98272 360-805-4919
	Manufactured Homes, LLC (Ken Schneider) 21 9 th Ave. Kirkland, WA 98033 (425) 864-3910	1200 Cooper Point SW, Ste. 800 Olympia, WA 98502 360-943-9497
	Manufactured Homes, LLC (Ken Schneider) 21 9 th Ave. Kirkland, WA 98033 (425) 864-3910	1002 N. Meridian St. Puyallup, WA 98371 253-446-6183
	Nabil Asad 6043 Gholson Bridge Ct. Manassas, VA 20112 (571) 436-1441	15011 NE 24 th St. Redmond, WA 98052 425-643-8111
	Nabil Asad 6043 Gholson Bridge Ct. Manassas, VA 20112 (571) 436-1441	910 10 th Place Renton, WA 98055 425-228-2286
	Montana Burgers, Inc. (Wayne Sheffield and Gary Sheffield) 104 Talahi Island Lane Brunswick, GA 31521 (912) 269-2475	2671 Queensgate Dr. Richland, WA 99352 509-222-1120
	Seattle Burgers, Inc. (Amjad Iraqi) 13553 137 th Pl. NE Kirkland, WA 98034 (206) 595-0492	311 NE 103 rd St. Seattle, WA 98125 206-729-5028
	Seattle Burgers, Inc. (Amjad Iraqi) 13553 137 th Pl. NE Kirkland, WA 98034 (206) 595-0492	1500 NW Market St. Seattle, WA 98017 206-257-4709

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Montana Burgers, Inc. (Wayne Sheffield and Gary Sheffield) 104 Talahi Island Lane Brunswick, GA 31521 (912) 269-2475	9502 N. Newport Hwy. Spokane, WA 99218 509-928-2921
	Montana Burgers, Inc. (Wayne Sheffield and Gary Sheffield) 104 Talahi Island Lane Brunswick, GA 31521 (912) 269-2475	10 N. Sullivan Rd. Spokane Valley, WA 99216 509-927-2840
	Manufactured Homes, LLC (Ken Schneider) 21 9 th Ave. Kirkland, WA 98033 (425) 864-3910	4027 Tacoma Mall Blvd., Ste. A Tacoma, WA 98409 253-475-0117
	Nabil Asad 6043 Gholson Bridge Ct. Manassas, VA 20112 (571) 436-1441	17100 Southcenter Pkwy., Ste. 112 Tukwila, WA 98188 425-221-0081
	Northwest Burgers & Fries, Inc. (Bill Marble) 11774 Pinedale Road Moorpark, CA 93021 (818) 399-3544	310 NE 78 th St. Vancouver, WA 98665 360-574-2810
	Northwest Burgers & Fries, Inc. (Bill Marble) 11774 Pinedale Road Moorpark, CA 93021 (818) 399-3544	19171 SE Mill Plain Blvd., #109 Vancouver, WA 98683 360-260-5585
	Montana Burgers, Inc. (Wayne Sheffield and Gary Sheffield) 104 Talahi Island Lane Brunswick, GA 31521 (912) 269-2475	1901 S. 1 st St., Ste. #100 Yakima, WA 98902 509-469-4958
Washington, DC		
	FRODA, Inc. (Charles Beresford) 808 H St. NW Washington, DC 20001 (202) 359-7759	808 H St., NW Washington, DC 20001 202-393-2900
West Virginia		
	H&I Burgers LLC (Isalmou Boussaa, Hicham El Abbassi) 2110 Ivy Stone Pl. Woodbridge, VA 22191 Isalmou Boussaa: (703) 595-6785 Hicham El Abbassi: (703) 328-0007	880 Foxcroft Ave. Martinsburg, WV 25401 304-901-5248
	GB-Morgantown, LLC (Saleh Mohamadi) 14080 Sullyfield Circle, Ste. J Chantilly, VA 20151 (703) 310-8211	Suncrest Town Center 1000 Town Center Dr. Morgantown, WV 26505 304-212-5723
	H&I Burgers LLC (Isalmou Boussaa, Hicham El Abbassi) 2110 Ivy Stone Pl. Woodbridge, VA 22191 Isalmou Boussaa: (703) 595-6785 Hicham El Abbassi: (703) 328-0007	38 Joshua Freeman Blvd., #107 Ransom, WV 25438 304-724-7739
Wisconsin		
	Credo, LLC (Kristopher Humphries) 3890 Lone Cedar Ln. Chaska, MN 55318 (612) 281-7271	3497 Spyglass Hill Dr. Green Bay, WI 54311 920-494-5489

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	B & B of Minnesota, LLC (Scott Lesser, Ryan Dussault) 125 Schelter Rd. P.O. Box 258 Lincolnshire, IL 60069 Scott Lesser: (847) 946-7666 Ryan Dussault: (612) 964-2290	2181 Badger Dr. Hudson, WI 54016 715-338-3670
Wyoming		
	Five Star North America, LLC (Robert Baxter and Blair Walker) 10421 Jordan Gateway Suite 630 South Jordan, UT 84095 (801) 518-7777	5040 East 2 nd St., Ste. 7 Casper, WY 82609 307-472-0102
	Five Star North America, LLC (Robert Baxter and Blair Walker) 10421 Jordan Gateway Suite 630 South Jordan, UT 84095 (801) 518-7777	1400 Dell Range Blvd., Unit #85 Cheyenne, WY 82009 307-634-2543
INTERNATIONAL: CANADA		
Province of Alberta		
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	130 Sierra Springs Dr. Building E, Ste. 105 Airdrie, AB T4B 3G6 403-948-1816
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	8650 112 Ave., NW #1103 Calgary, AB T3R 0R 403-374-1226
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	305-5155 130 Ave. #305 Calgary, AB T2Z 0N3 403-252-0887
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	7337 Macleod Trail SE Calgary, AB T2G 5J7 403-252-2224
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	33 Heritage Meadows Way Calgary, AB T2H3B3 403-252-3375

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	2618 32 nd St. NE Calgary, AB T1Y 7L8 403-291-5697
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	2028 4 th St. SW Calgary, AB T2S 1W3 403-243-6840
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	Currents of Windermere 6222 Currents Dr. NW Edmonton, AB T6W 0L8 780-438-4450
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	South Edmonton Commons 10161 13 th Ave. NW Edmonton, AB T6N 0B6 780-436-9885
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	Capilano Mall 5015 101 Ave., NW, Unit 110 Edmonton, AB T6A 0A2 587-754-6077
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	15420 37 th St. NW Edmonton, AB T5Y 0S5 780-371-8668
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	11222 103 rd Ave. Grande Prairie, AB T8V 7H1 780-402-7016
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	3724 Mayor Magrath Dr. Lethbridge, AB T1K7V1 403-380-2202
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	109-2011 Strachan Rd. Medicine Hat, AB 1B-064 403-527-5022
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	2030 50 th Ave., Unit #101 Red Deer, AB T2Y 3A2 403-358-3236
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	Sherwood Park 993 Fir St., Unit 60 Sherwood Park, AB T8A 4M2 780-416-7710
Province of British Columbia		

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	8249 Eagle Landing Pkwy., Unit 714 Chilliwack, BC V2P 7K6 604-793-2290
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	Fremont Village 130-2015 Hawkins St. Port Coquitlam, BC V3B 0G6 604-472-9780
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	2285 160 th St., Unit F8 & F9 Surrey, BC V3S 9NS 604-531-7829
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	635 Robson St. Vancouver, BC V6B 5J3 801-576-2702
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	3604 Carrington Rd. Westbank, BC V4T 3K7 250-707-3272
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	2002 Park Royal St. #510 West Vancouver, BC 604-925-3483
Province of Manitoba		
	Five Star North America Rights, LP (Darven Erickson) 912 West Baxter Dr., Ste. 250 South Jordan, UT 84095 (801) 330-2639	1575 Regent Ave. Winnipeg, MB R2C 3B5 204-661-5555
	Five Star North America Rights, LP (Darven Erickson) 912 West Baxter Dr., Ste. 250 South Jordan, UT 84095 (801) 330-2639	2425 Pembina Hwy. Winnipeg, MB R3T 2H4 204-261-5555
	Five Star North America Rights, LP (Darven Erickson) 912 West Baxter Dr., Ste. 250 South Jordan, UT 84095 (801) 330-2639	3380 Portage Ave. Winnipeg, MB R3G 0Z1 204-832-5555
Province of Ontario		
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	Durham Centre 130 Kingston Rd. East Ajax, ON L1Z 1E5 905-428-6262
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	48 Peel Centre Dr., Unit A Brampton, ON L6T 0E2 905-791-9494

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	66 Quarry Edge Dr. Brampton, ON L6V 4K2 905-456-8787
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	148 North Queen St., Unit 5/6 Etobicoke, ON M9C 1A8 416-234-9292
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	18265 Yonge St. East, Unit #9 Gwillimbury, ON L9N 0A2 905-895-0505
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	1807 Stone Hill Church Rd. East Unit 6009 Hamilton, ON L8J 0B4 905-561-2223
	Bantam Restaurant Group, LLC (Caleb Koepfel) 733 Park Ave. New York, NY 10021-5046 (917) 733-3880	770 Gardiners Rd. Kingston, ON K7M 3X9 613-384-8855
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	1703 Richmond St., Unit 117A London, ON N5X 3Y2 519-660-0008
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	3987 Highway #7 East, Unit 6 Markham, ON L3R 5M6 905-944-8555
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	2116 Burnhamthorpe Rd. West Unit #45 Mississauga, ON L5M 4Z5 905-608-8484
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	1510 Dundas St. East, C6-Unit 11 Mississauga, ON L4X 1L4 905-273-9993
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	6045 Mavis Rd., Unit 3 Mississauga, ON L5R 4G6 905-507-4141 905-507-1661 (fax)
	Bantam Restaurant Group, LLC (Caleb Koepfel) 733 Park Ave. New York, NY 10021-5046 (917) 733-3880	1181 Greenbank Rd. Bldg. C, Unit 0205 Nepean, ON K2J 4Y6 613-823-0093
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	518 Centennial Pkwy. North, Unit E4 North Hamilton, ON L8E 0G2 905-664-8558

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Bantam Restaurant Group, LLC (Caleb Koeppel) 733 Park Ave. New York, NY 10021-5046 (917) 733-3880	3732 Innes Rd., Unit 4 Orleans, ON K1W 0C8 613-824-6270
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	South Oshawa 575 Laval Dr. Building G, Unit 1 Oshawa, ON L1J 0B5 905-728-8803
	Bantam Restaurant Group, LLC (Caleb Koeppel) 733 Park Ave. New York, NY 10021-5046 (917) 733-3880	525 Industrial Blvd., Unit 1 Ottawa, ON K1G 3S2 613-562-8009
	Bantam Restaurant Group, LLC (Caleb Koeppel) 733 Park Ave. New York, NY 10021-5046 (917) 733-3880	324 West Hunt Club Rd. Ottawa, ON K2E 1A6 613-730-5555
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	810 Warden Ave., Unit C Scarborough, ON M1L 4W1 416-755-5757
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	1041 Wellington Rd., Unit C1 South London, ON N6E 1W4 519-690-2828
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	795 Wonderland Rd., Unit 1 South London, ON N6K 3C2 519-471-1515
	Bantam Restaurant Group, LLC (Caleb Koeppel) 733 Park Ave. New York, NY 10021-5046 (917) 733-3880	5517 Hazeldean Rd., Bldg. C2 Unit 6 Stittsville, ON K2S 0P5 613-836-1800
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	1400 The Kingsway Sudbury, ON P3B 0A3 705-524-9696
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	865 York Mills Rd. Toronto, ON M3B 1Y6 647-347-4510
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	329 Yonge St. Toronto, ON M5H 3C6 416-591-0404
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	85 Laird Dr. Toronto, ON M4G 3T8 416-429-4141

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	70 Weston Rd., Unit 101 Toronto, ON M6N 0A7 416-762-8778
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	100 King St. W., Space 93 Toronto, ON M5X 1A9 416-861-9900
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	3582 Major Mackenzie Dr. West Vaughan, ON L4H 3T6 905-303-2366
	Five Star North America, LLC (Robert Baxter, Blair Walker) 10421 Jordan Gateway, Ste. 630 South Jordan, UT 84095 (801) 518-7777	7600 Weston Rd., Unit 69 Vaughan, ON L4L 8B7 905-856-7007
Province of Quebec		
	Bantam Restaurant Group, LLC (Caleb Koepfel) 733 Park Ave. New York, NY 10021-5046 (917) 733-3880	1371 Boulevard Michel Bohec, Ste. D5 Blainville, QC J7C 0M4 450-933-5078
	Bantam Restaurant Group, LLC (Caleb Koepfel) 733 Park Ave. New York, NY 10021-5046 (917) 733-3880	8840 Boulevard Leduc, Ste. 50 Brossard, QC J4Y-OG4 450-462-2333
	Bantam Restaurant Group, LLC (Caleb Koepfel) 733 Park Ave. New York, NY 10021-5046 (917) 733-3880	3530 Boulevard des Sources Dollard Des Ormeaux, QC H9B 1Z9 514-683-4545
	Bantam Restaurant Group, LLC (Caleb Koepfel) 733 Park Ave. New York, NY 10021-5046 (917) 733-3880	468 Rue McGill Montreal, QC H2Y 2H1 514-507-2560
	Bantam Restaurant Group, LLC (Caleb Koepfel) 733 Park Ave. New York, NY 10021-5046 (917) 733-3880	698 Rue Saint-Catherine Ouest Montreal, QC H3B 1B9 514-393-4343
	Bantam Restaurant Group, LLC (Caleb Koepfel) 733 Park Ave. New York, NY 10021-5046 (917) 733-3880	44 Rue Valmont St-Jerome, QC J7Y 4Y2 450-990-2233
Province of Saskatchewan		
	Five Star North America Rights, LP (Darven Erickson) 912 West Baxter Dr., Ste. 250 South Jordan, UT 84095 (801) 330-2639	4666 Gordon Rd. Regina, SK S4W 0B7 306-352-5545
	Five Star North America Rights, LP (Darven Erickson) 912 West Baxter Dr., Ste. 250 South Jordan, UT 84095 (801) 330-2639	2531 Quance St. Regina, SK S4V 0B7 306-352-5545

STATE	FRANCHISEE NAME & ADDRESS	ADDRESS OF STORES
	Five Star North America Rights, LP (Darven Erickson) 912 West Baxter Dr., Ste. 250 South Jordan, UT 84095 (801) 330-2639	1840 8 th St. East Saskatoon, SK S7H 0T6 306-373-5555

LIST OF FRANCHISEES/DEVELOPERS
WITH RESTAURANTS NOT YET OPERATIONAL
(As of December 31, 2017)

DEV-0005C

Philco, Inc. (Phil Broadus)
P.O. Box 7973
Spanish Fort, AL 36527
(251) 239-94456, (703) 597-4940
(1 Restaurant to be developed)

DEV-0007B

Buster's Resource Management, LLC (Grant Buster)
19058 Boyer Fields Place
Leesburg, VA 20176
(703) 723-8406
(2 Restaurants to be developed)

DEV-0018

Griff Ventures, Inc. (Donald and Kevin Griffith)
Post Office Box 25639
Greenville, SC 29616
(804) 338-3742
(3 Restaurants to be developed)

DEV-0019/0177B

RSVT Holding, LLC (Teraj Hada)
29 Windsor Court
Slingerlands, NY 12159
(518) 488-4060
(6 Restaurants to be developed)

DEV-0025B

H&I Burgers, LLC (Hicham El Abbassi, Isalmou Boussaa)
2110 Ivy Stone Place
Woodbridge, VA 22191
(703) 328-0007
(1 Restaurant to be developed in Maryland)

DEV-0028B

Doughball, LLC (Thomas Ferguson)
322 Colington Drive
Kill Devil Hills, NC 27948
(267) 441-0631
(3 Restaurants to be developed)

DEV-0036

Michael McLaughlin
420 N. Carolina Avenue
Pasadena, MD 2112
(443) 618-9044
(3 Restaurants to be developed)

DEV-0037

Great Burgers, LLC (Saleh Mohamadi)
7804 Devereux Manor Court
Fairfax Station, VA 22039
(571) 437-4608
(1 Restaurant to be developed)

DEV-0038B

Quintet Acquisitions LLC (Jonathan Kelly)
123 East Franklin Street, #423
Chapel Hill, NC 27514
(919) 525-8825
(3 Restaurants to be developed)

DEV-0044D

Robert Bowers and Larry Bowers
3260 Kirkham Road
Columbus, OH 43221
(614) 557-2211
(3 Restaurants to be developed)

DEV-0050/0050B

Wholesome Enterprises, LLC (Raji Sankar, Randhir Sethi, Joseph Gorman)
3369 Altheron Drive
Bethel Park, PA 15102
(724) 518-0967
(10 Restaurants to be developed)

DEV-0052/0052C/0052D

Rockham 5G PA, LP (Drew Smith)
Post Office Box 1437
Exton, PA 19341
(703) 869-8483
(19 Restaurants to be developed)

DEV-0052B

Rockham 5G NJ, LLP (Drew Smith)
Post Office Box 1437
Exton, PA 19341
(703) 869-8483
(6 Restaurants to be developed)

DEV-0053B

Bergen S&S Enterprise, LLC (Edward Sheridan and Patrick Sheridan)
77 Knollwood Road
Short Hills, NJ 07078
Edward Sheridan: (973) 467-4634, (973) 951-6111
(2 Restaurants to be developed)

DEV-0056
Uheri Group, LLC (Paul and Carl Fisher)
Post Office Box 42307
Atlanta, GA 30311
(516) 384-9528
(3 Restaurants to be developed)

DEV-0058C
Moseley Partners, LLC (Mark Moseley)
113-5 Founders Way
Strasburg, VA 22657
(540) 465-2421
(5 Restaurants to be developed)

DEV-0058E
H&I Burgers, LLC (Hicham El Abbassi, Isalmou Boussaa)
2110 Ivy Stone Place
Woodbridge, VA 22191
(703) 328-0007
(1 Restaurant to be developed)

DEV-0062
MPR Development, LLC (Thomas Tracy and Pat Tracy)
42 Marina Gardens Drive
Palm Beach Gardens, FL 33410
(561) 630-6810
(10 Restaurants to be developed)

DEV-0063C
Yukon Broward, LLC (Reas Kondraschow, Yanmei Gao)
6278 N. Federal Highway, Suite 284
Ft. Lauderdale, FL 33308
(908) 391-7827
(32 Restaurants to be developed)

DEV-0066
Atlanta's Best Burgers, LLC (Michael Melton)
1219 Towlston Road
Great Falls, VA 22066
(703) 757-5473, (703) 919-5289
(12 Restaurants to be developed)

DEV-0068C
Patel Management, LLC (Chimanbhai Patel)
652 Longview Drive
Huntington Valley, PA 19006
(215) 266-0702
(1 Restaurant to be developed)

DEV-0071B/0116B
Jason Patel, Ritesh Patel, Jiten Patel
1615 Ball Ground Highway
Canton, GA 30114
(256) 810-8336
(5 Restaurants to be developed)

DEV-0076B
Gator Subs Vision LLC (George Estep)
3683 North National Road
Columbus, IN 47201
(812) 375-0140
(8 Restaurants to be developed)

DEV-0078/0078B
Bengel's Burgers, LLC (Charles Bengel and Brandon Bengel)
643 W. Michigan Street
Orlando, FL 32805
(703) 751-7776, (703) 625-0064
(10 Restaurants to be developed)

DEV-0079
Flowsmart LLC (Pat Donovan, Greg Jones and Jim Garrettson)
311 First Avenue
Indialantic, FL 32903
(703) 421-9330, (703) 447-0467
(2 Restaurants to be developed)

DEV-0081B
Bergen S&S Enterprise, LLC (Edward Sheridan and Patrick Sheridan)
77 Knollwood Road
Short Hills, NJ 07078
Edward Sheridan: (973) 467-4634, (973) 951-6111
(5 Restaurants to be developed)

DEV-0084B
Monument Restaurants VI B, LLC (Thomas Horton)
One Monument Avenue
413 Stuart Circle, Suite 318
Richmond, VA 23222
(804) 237-8912
(6 Restaurants to be developed)

DEV-0085
Genco Development, LLC (Chip Ohlsson)
5 Samuel Court
Cedar Knolls, NJ 07927
(201) 214-7811
(4 Restaurants to be developed)

DEV-0087
Shami International, LLC (Michael Hoover and Shaheen Mahmud)
254-55 Horace Harding Expressway
Little Neck, NY 11362
(703) 405-6749
(1 Restaurant to be developed)

DEV-0088B
Gator Subs Vision LLC (George Estep)
3683 North National Road
Columbus, IN 47201
(812) 375-0140
(5 Restaurants to be developed)

DEV-0089C/0089D
Monument Restaurants VI A, LLC (Thomas Horton)
One Monument Avenue,
413 Stuart Circle, Suite 318
Richmond, VA 23222
(804) 237-8912
(10 Restaurants to be developed)

DEV-0091
Shore Thing Restaurants, LLC (Stephen Gilmartin,
James Rodio, John Gilmartin and Chris Drummond)
P.O. Box 357
Allenhurst, NJ 07711
James Rodio: (703) 405-8512
Stephen Gilmartin: (732) 500-7715
John Gilmartin: (908) 601-4545
Chris Drummond: (732) 245-7716
(5 Restaurants to be developed)

DEV-0092B/0114
FGNY Holding, LLC (Andrew Stern, John Rigos)
56 W. 22nd Street, 2nd Floor
New York, NY 10010
(212) 505-5861
(19 Restaurants to be developed)

DEV-0095B/101B
Sunbeam Ewing, Inc., (Vijay Padodara)
2817 River Willow Drive
Furlong, PA 18925
(908) 251-3083
(4 Restaurants to be developed)

DEV-0096
Worth the Weight, Inc. (Tony Ervin, Leah Ervin)
2811 Raeford Road
Fayetteville, NC 28303
(904) 233-3785
(4 Restaurants to be developed)

DEV-0096B
4Hastings, LLC (Marion Sadler)
517 N. Main Street
Emporia, VA 23847
(434) 594-4907
(1 Restaurant to be developed)

DEV-0098
OC Enterprises, LLC (Russell Hansen)
7322 Market Street, Suite 1
Boardman, OH 44512
(949) 212-2169
(1 Restaurant to be developed)

DEV-0100
IFGB, LLC (Larry Cooley)
3037 S. Prairie Point Drive
Andover, KS 67002
(316) 304-3494

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(10 Restaurants to be developed)

DEV-0100B
KCFGB, LLC (Randy Brock)
8100 E. 22nd Street N, Bldg. 900
Wichita, KS 67226
(816) 674-5290
(8 Restaurants to be developed)

DEV-0102C
Monument Restaurants VI C, LLC (Thomas Horton)
One Monument Avenue
413 Stuart Circle, Suite 318
Richmond, VA 23222
(804) 237-8912
(4 Restaurants to be developed)

DEV-0103
Vista Interprises, L.L.C. (John Nguyen and Anh
Pham)
13201 Catharpin Valley Drive
Gainesville, VA 20155
(571) 236-1214
(11 Restaurants to be developed)

DEV-0105
French Creek Burgers, LLC (Androsik)
28421 West Oakland
Bay Village, OH 44140
(440) 668-6313
(1 Restaurant to be developed)

DEV-0106
Tamiami Burgers, Inc. (John Baylis)
6783 Manatee Ave. West
Bradenton, FL 34209
(941) 896-5152, (703) 964-6812, (703) 690-7790
(5 Restaurants to be developed)

DEV-0108
Celtic Group, Inc. (Mary Walsh, Patrick Walsh and
Chris Betts)
8313 Scarsdale Court
Indianapolis, IN 46256
(404) 307-2628, (770) 541-4529
(1 Restaurant to be developed)

DEV-0110
Four Cousins Burgers and Fries of NJ, LLC
(William Gellert)
173 Whippoorwill Road
Hillsdale, NY 12429
(914) 643-2180
(3 Restaurants to be developed)

DEV-0111
Four Cousins Burgers and Fries of NY, LLC
(William Gellert)
173 Whippoorwill Road
Hillsdale, NY 12529

(914) 643-2180
(10 Restaurants to be developed)

DEV-0112
GPR Hospitality, LLC (James Richards)
7663 Harrier Hill Road
Signal Mountain, TN 37377
(423) 605-1253
(4 Restaurants to be developed)

DEV-0115
M Assets, LLC (Dan Beaulieu)
9219 Blue Sage Road
Clinton, IL 61727
(502) 345-1200
(3 Restaurants to be developed)

DEV-0118
Five Olsons, LLC (Sean and Nels Olson)
6 Goldenrod Drive
Medway, MA 02053
(781) 953-2687
(2 Restaurants to be developed)

DEV-0120
Four Cousins Burgers and Fries of LI, LLC
(William Gellert)
173 Whippoorwill Road
Hillsdale, NY 12529
(914) 643-2180
(2 Restaurants to be developed)

DEV-0121
Marlton 5G, Inc. (Cha Chung)
2017 Queen Ann Rd.
Cherry Hills, NJ 08003
(856) 465-6476
(2 Restaurants to be developed)

DEV-0122C
Encore FGBF Colorado, LLC (Patrick Barber)
5005 LBJ Freeway, Suite 1200
Dallas, TX 75244
(214) 259-7004
(14 Restaurants to be developed)

DEV-0123
Eat Burgers, LLC (Gregory and Paul Slayton)
3 Ann Drive
Syosset, NY 11791
(516) 650-8418
(3 Restaurants to be developed)

DEV-0124
Barton Restaurant Group, LLC (Tyler and Sharron Barton)
8365 Royal Troon Drive
Duluth, GA 30097
(859) 913-1059
(3 Restaurants to be developed)

DEV-0126
The Houston Guys, LLC (John and Eugene Hooff)
2107 Forest Hill Road
Alexandria, VA 22307
(703) 585-6284
(13 Restaurants to be developed)

DEV-0129B/0154B
Credo, LLC (Kristopher Humphries and William Humphries)
3890 Lone Cedar Lane
Chaska, MN 55318
(612) 281-7271
(5 Restaurant to be developed)

DEV-0130B
737 Ventures LLC (George Estep)
3683 North National Road
Columbus, IN 47201
(812) 375-0140
(5 Restaurants to be developed)

DEV-0132B/0148
BAC Holdings, LLC (David Pittaway, Michael Abrams, Brian Adelman)
2535 Endsleigh Drive
Bloomfield, MI 48302
(248) 885-1520
(7 Restaurants to be developed)

DEV-0133B
Hyde Park Burgers, LLC (Gregory Vasey, Jody Goehring)
2502 Jarratt Avenue
Austin, TX 78703
Gregory Vasey: (315) 292-8283, (312) 861-0487
(2 Restaurants to be developed)

DEV-0134
Northwest Burgers and Fries, Inc. (William Marble)
11774 Pinedale Road
Moorpark, CA 93021
(818) 399-3544
(5 Restaurants to be developed)

DEV-0136B
Four Cousins Burgers & Fries of NH, LLC
(William Gellert)
173 Whippoorwill Road
Hillsdale, NY 12529
(914) 643-2180
(4 Restaurants to be developed)

DEV-0138
BurgersRock, LLC (Robin Karst)
P.O. Box 270007
Fort Collins, CO 80527
(571) 723-1780
(1 Restaurant to be developed)

DEV-0139
ROC N BURGERS, LLC (Reid Richards, Steve Christensen)
1 Forest Hill Drive
Sparta, NJ 07871
(973) 534-6581
(6 Restaurants to be developed)

DEV-0140/0140B
MeisterGuys, LLC (Jeffrey Howes)
125 West Burton Avenue, Suite 2
Salt Lake City, UT 84115
(801) 231-6101
(6 Restaurants to be developed)

DEV-0141
Gold Valley Development, LLC (Terry Neal Starling)
3760 Sixes Road
Canton, GA 30114
(404) 547-8988
(2 Restaurants to be developed)

DEV-0142/0224
G.F. Vasey Holdings, LLC (Gregory Vasey, Roger Vasey and Sandra Vasey)
4 Ringgold Street
Boston, MA 02118
Gregory Vasey: (315) 292-8283, (312) 861-0487
(10 Restaurants to be developed)

DEV-0142B
Thomas Baldwin, Jr.
15 Pheasant Lane
Menands, NY 12204
(518) 426-0015
(2 Restaurants to be developed)

DEV-0143
MP & JP Holdings, LLC (Jeffrey Parker)
3578 Hartsel Drive, Ste. E-130
Colorado Springs, CO 80920
(719) 358-6069
(8 Restaurants to be developed)

DEV-0144
Massachusetts Burger Enterprises, LLC (Peter Weber, Marc Magerman, Peter Biro, Denise Donnelly, William Ranney and Chris Feeley)
841 Worcester Street
Natick, MA 01760
(703) 338-2940

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(7 Restaurants to be developed)

DEV-0145
DHW & Company (Donald Doan, Chris Wolf)
2620 Regatta Drive, Suite 102
Las Vegas, NV 89128
(703) 405-6749 (Hoover), (773) 562-9855 (Doan)
(5 Restaurants to be developed)

DEV-0147B
MID-MO Burgers, LLC (Jeff Offutt)
2000 Forum Blvd, Suite #4
Columbia, MO 65203
(573) 445-0015
(1 Restaurant to be developed)

DEV-0151
B & B of Minnesota, LLC (Scott Lesser, Ryan Dussault)
6533 Cherokee Trail
Edina, MN 55439
(847) 943-9533
(11 Restaurants to be developed)

DEV-0152
Evergreen Burgers, LLC (Nabil Asad)
6043 Gholson Bridge Court
Manassas, VA 20112
(571) 436-1441
(11 Restaurants to be developed)

DEV-0152B
Seattle Burgers, Inc. (Amjad "Joe" Iraqi)
307 Mt. Baker Place NE
Renton, WA 98059
(206) 595-0492
(6 Restaurants to be developed)

DEV-0155/0170
Wayne Sheffield
104 Talahi Island Lane
Brunswick, GA 31520
(912) 269-2475
(4 Restaurants to be developed)

DEV-0157/0159/0164/205B
Miles Prentice
3 Park Avenue, 16th Floor
New York, NY 10016
(212) 779-9910
(18 Restaurants to be developed)

DEV-0160B/0219/0220/0221
Jubilee Restaurant Group, LLC (Seth Hargett, Daniel Harlin)
3333 New Hyde Park Road, Suite 301,
New Hyde Park, NY 11042
(251) 648-8159
(11 Restaurants to be developed)

DEV-0161B
Baldy Burger, LLC (Michael Baldwin)
15 Pheasant Lane
Menands, NY 12204
(518) 426-0015
(4 Restaurants to be developed)

DEV-0162
Pacific Sliders, LLC (William M. and Lisa M. Barnett)
101 Augusta Lane
Pasco, WA 99301
(727) 599-4466
(2 Restaurants to be developed)

DEV-0163
KRNBLZ, LLC (Robert Picerne, Joseph Carroll)
247 North Westmont Drive
Altamonte Springs, FL 32714
(407) 529-7100
(13 Restaurants to be developed)

DEV-0165B
Encore FGBF Oklahoma, LLC (Patrick Barber)
5005 LBJ Freeway, Suite 1200
Dallas, TX 75244
(214) 259-7004
(9 Restaurants to be developed)

DEV-0167B
Murray 5G, Inc. (Dan Murray)
211 S. Mable Avenue
Sioux Falls, SD 57103
(605) 645-6624
(1 Restaurant to be developed)

DEV-0168
Famous Burger Group, LLC (David MacDonald, Branden Yono, Jason Yono and Anthony Robinson)
15645 Blue Skies Street
Livonia, MI 48154
(248) 939-3666
(2 Restaurants to be developed)

DEV-0171B
MICAP, LLC (Mikel Capps and Rhonda Capps)
4501 89th Street
Lubbock, TX 79423
(575) 973-0114
(2 Restaurants to be developed)

DEV-0171D
Albert Carrillo, Jr.
1604 Shell Avenue
Midland, TX 79705
(626) 890-9560
(2 Restaurants to be developed)

DEV-0172B/0206B
Encore FGBF, LLC (Patrick Barber)
5005 LBJ Freeway, Suite 1200
Dallas, TX 75244
(214) 259-7004
(16 Restaurants to be developed)

DEV-0174
FGARK, LLC (Laurie Lowe)
1724 North Monroe St.
Little Rock, AR 72207
(703) 836-4616, (703) 307-6462, (703) 307-6462
(1 Restaurant to be developed)

DEV-0175C
KTBL Burger Group, Inc. (Terry Wingfield)
2224 Harmons Ferry Road
Utica, KY 42376
(270) 543-2502
(4 Restaurants to be developed)

DEV-0176
Bayou's Best Burgers, LLC (William Jacob, Andrew Mitts)
324 E. Lockwood Street
Covington, LA 70433
(404) 790-8028
(6 Restaurants to be developed)

DEV-0178
D & J Holdings, LLC (Jeffrey Noyce, Douglas Vaughn)
10335 South Hollis Lane
Olathe, KS 66061
(913) 707-3504 (Jeff), (913) 638-3542 (Doug)
(3 Restaurants to be developed)

DEV-0179
JAK Burgers, LLC (Karl and JoAnn Gittelman)
78-447 Highway 111
La Quinta CA 92253
(949) 412-4129, (949) 412-4128
(1 Restaurant to be developed)

DEV-0181B/0182B/0183B/0210
Five Star North America, LLC (Robert Baxter and Blair Walker)
10421 Jordan Gateway Suite 630
South Jordan, UT 84096
Robert Baxter: (801) 518-7777
Blair Walker: (801) 949-1940
(36 Restaurants to be developed)

DEV-0184/0217B
Tripart Management, Inc. (Rakesh Kumar, Sunil Kumar, Jose Garzona)
817 Lurline Drive
Foster City, CA 94405
(650) 868-4942, (415) 309-3001
(9 Restaurants to be developed)

DEV-0185
Southern Oregon Burgers and Fries, LLC (Mel
Garges, Kristy Zakour)
90730 Marcola Road
Springfield, OR 97478
(541) 968-0544
(3 Restaurants to be developed)

DEV-0186B
Central FG Burger Development, LLC (George
Estep)
3685 North National Road
Columbus, IN 47201
(812) 375-0140
(3 Restaurants to be developed)

DEV-0187
DFG Corporate LLC (Randall L. Gunlock,
Christopher Mastin)
8163 Old Yankee Road, #B
Dayton, OH 45458
(937) 428-5463
(5 Restaurants to be developed)

DEV-0188B
AZ FGB Operations, LLC (Keith Bubb)
9004 Ghost Mountain Avenue
Las Vegas, NV 89129
(702) 610-7777
(2 Restaurants to be developed)

DEV-0191B/0199B/0226
Manufactured Homes, LLC (Schneider)
21 9th Avenue
Kirkland, WA 98033
(425) 864-3910
(13 Restaurants to be developed)

DEV-0193
Gill Guys Group, LLC (Paul and Carol Gillard)
4653 Hawks Way
Bloomington, IN 47401
(812) 345-2966, (812) 345-2968
(2 Restaurants to be developed)

DEV-0194B
VenQuest Investments and Properties FG CA LLC
(Ranganath Madhabhushi)
2791 Cowper Street
Palo Alto, CA 94306
(408) 307-6455
(9 Restaurants to be developed)

DEV-0195
CLRM Inc. (Ryan Coady)
1575 NE 237th Avenue
Wood Village, OR 97060
(480) 225-2364
(7 Restaurants to be developed)

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DEV-0197B
BAC Illinois Holdings, LLC (David Pittaway,
Michael Abrams, Brian Adelman)
2535 Endsleigh Drive
Bloomfield, MI 48302
(248) 885-1520
(4 Restaurants to be developed)

DEV-0198
Jeff Offutt
2000 Forum Blvd, Suite #4
Columbia, MO 65203
(573) 445-0015
(4 Restaurants to be developed)

DEV-0200C/0201C/0207C
Five Star North America Rights, LP (Robert Baxter)
912 West Baxter Drive, Suite 250
South Jordan, UT 84095
(801) 518-7777
(24 Restaurants to be developed)

DEV-0202/0203
Bantam Restaurant Group, LLC (Caleb Koeppel)
151 East 83rd Street, #2A
New York, NY 10028
(646) 567-8773
(16 Restaurants to be developed)

DEV-0204
R & N Management, Inc. (James Nicol, Millie Woo)
104 Glasgow Lane
San Carlos, CA 94070
(650) 888-9205, (415) 860-7171
(4 Restaurants to be developed)

DEV-0204D
Tripart Management II, Inc. (Rakesh Kumar, Sunil
Kumar, Jose Garzona)
817 Lurline Drive
Foster City, CA 94405
(650) 868-4942, (415) 309-3001
(7 Restaurants to be developed)

DEV-0208
Westchester Burgers LLC (Gregory and Paul
Slayton)
3 Ann Drive
Syosset, NY 11791
(516) 650-8418
(8 Restaurants to be developed)

DEV-0211
Ocean Guys, Inc. (Malav Patel, Jayesh Parikh)
12929 Pierce Road
Saratoga, CA 95070
(408) 218-2548
(5 Restaurants to be developed)

DEV-0215
White Rock Ventures, LLC (Greg Anderson, Kyle
Anderson)
3438 Sugar Leo Road
St. George, UT 84790
(435) 229-4200
(3 Restaurants to be developed)

DEV-0215B
M&J Holdings, LLC (Jerome Ma)
2567 Harmony Hill Drive
Diamond Bar, CA 91765
(949) 232-8190
(2 Restaurants to be developed)

DEV-0216C
Keep Smile Trading USA, Inc. (Freedom Yang)
3320 Leonis Boulevard
Vernon, CA 90058
(909) 556-5061
(2 Restaurants to be developed)

DEV-0222B
White Rock Ventures, LLC (Greg Anderson, Kyle
Anderson)
3438 Sugar Leo Road
St. George, UT 84790
(435) 229-4200
(8 Restaurants to be developed)

DEV-0222C
FG Hospitality, LLC (Jerome Ma)
2567 Harmony Hill Drive
Diamond Bar, CA 91765
(949) 232-8190
(4 Restaurants to be developed)

DEV-0223C
RMR5 Nevada, LLC (Russell Rosenblum)
11654 Plaza America Drive
Reston VA 20190
(703) 930-0758
(1 Restaurant to be developed)

EXHIBIT E TO THE DISCLOSURE DOCUMENT

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM
(As of December 31, 2017)

STATE	FRANCHISEE
Alabama	
	Philco Inc. (Phil Broadus) Post Office Box 7973 Spanish Fork, AL 36577 (703) 597-4940 (1 Restaurant closed)
Arizona	
	Illini Investments, LLC (Joe Sawyer) 13125 N. LaMontana Dr., Ste. 2-N Fountain Hills, AZ 85268 (217) 825-7264 (5 Restaurants transferred)
California	
	Dreamz Inc. (Sanjay Bhandari and Metrock Nushwat) 1500 Michigan St. San Francisco, CA 94214 Sanjay Bhandari: (415) 740-5252 Metrock Nushwat: (925) 301-5176 (3 Restaurants transferred)
	Rexburger Boys LLC (Jeff Howes) 3113 West 1000 North Rexburg, ID 83440 (801) 231-6101 (4 Restaurants transferred)
Colorado	
	Rocky Mountain Burgers, LLC (Seth Cohen) 3470 East Coast Ave., PH#106 Miami, FL 33137 (917) 903-3798 (10 Restaurants transferred)
Florida	
	54 FL LLC (Jeannie Schlesinger) 11983 N. Tamiami Trl., Ste. 157 Naples, FL 34110 (720) 244-1106, (239) 325-8700 (2 Restaurants closed)
	E. Miles Prentice, III Eaton & Van Winkle LLP 3 Park Ave., 16 th Floor New York, New York 10016 (1 Restaurant closed)
	Five G, LLC (Michael and Patrick Farrell) 9408 Georgian Way Owings Mills, MD 21117 (1 Restaurant closed)
	JN Investments, LLC (John Nguyen and Anh Pham) 13201 Cartharpin Valley Dr. Gainesville, VA 20155 (571) 261-5065 (1 Restaurant closed)

STATE	FRANCHISEE
	Jubilee Restaurant Group, LLC (Seth Hargett, Daniel Harlin) 3333 New Hyde Park Rd., #301 New Hyde Park, NY 11042 251-648-8159 (1 Restaurant closed)
	Occoquan Group Corporation (David Scoleri and Glenn Pilson) 6722 Sunquest Dr. Orlando, FL 32835 (407) 325-6370 (5 Restaurants transferred)
	Rama Kommireddy, Revsati Vogeti and Anil Patibandia 19319 Autumn Woods Ave. Tampa, FL 33467 (813) 789-6115 (3 Restaurants transferred)
Georgia	
	Born to Eat Enterprises, LLC (Chris Smith) 9138 Bay Pointe Dr. Orlando, FL 32819 (407) 399-5555 (5 Restaurants reacquired)
	Jason Patel, Ritesh Patel, Jiten Patel 1615 Ball Ground Highway Canton, GA 30114 (256) 810-8336 (1 Restaurant closed)
	Titus Development Group, LLC (Robert Lee and Andrew Hahn) Post Office Box 997 Suwannee, GA 30024 (703) 944-5622 (2 Restaurants transferred)
Indiana	
	BGE Operating Partners-KY, LLC (Kevin Kynerd) 615 Greenwich Circle Birmingham, AL 35243 (205) 410-5800 (1 Restaurant transferred)
Kansas	
	Red Letter J, Inc. (Jeff Miller and Jay Miller) 2929 N. Rock Rd., Ste. 110 Wichita, KS 67226 (719) 229-4299; (267) 879-3893 (1 Restaurant closed)
Kentucky	
	BGE Operating Partners-KY, LLC (Kevin Kynerd) 615 Greenwich Circle Birmingham, AL 35243 (205) 410-5800 (4 Restaurants transferred)
Maryland	
	Pyramid Enterprises, LLC (Stephen Perkins) 3804 Blackthorn St. Chevy Chase, MD 20815 (703) 919-2566 (1 Restaurant closed)

STATE	FRANCHISEE
Massachusetts	
	Robert Zinck and Richard Valarioti 44 Walcott Circle Marlborough, MA 01752 Robert Zinck: (508) 481-6444, (401) 413-3787 Richard Valarioti: (774) 279-5550 (10 Restaurants transferred)
New Jersey	
	FG Bergen One Corporation (Ho Kyung Sung) 2186 Jones Rd. Fort Lee, NJ 07024 (917) 545-9945 (2 Restaurants transferred)
	Lisa Teach 61 Ruppert Dr. Somerset, NJ 08873 (908) 642-6110, (732) 873-1956 (2 Restaurants transferred)
	Sheridan Group (Edward Sheridan and Patrick Sheridan) 77 Knollwood Rd. Short Hills, NJ 07078 (973) 467-4634 (1 Restaurant closed)
	Sung Group, LLC (Joon Sung) 2186 Jones Rd. Fort Lee, NJ 07024 (917) 545-9945 (3 Restaurants transferred)
New York	
	FGNY Holding, LLC (Andrew Stern and John Rigos) 56 W. 22 nd St., 2 nd Floor New York, NY 10010 (212) 505-5861 (1 Restaurant closed)
North Carolina	
	Michael Ruffer 1109 Lyrac Ct. Oakton, VA 22124 (571) 283-7809 (2 Restaurants closed)
	Worth the Weight, Inc. (Antonio Ervin) 2811 Raeford Rd. Fayetteville, NC 28303 (904) 233-3785 (1 Restaurant closed)
Ohio	
	Wholesome Enterprises, LLC (Raji Sankar & Randhir Sethi) 3369 Altherson Dr. Pittsburgh, PA 15102 724-518-0967 (1 Restaurant closed)

STATE	FRANCHISEE
South Carolina	
	2FOR5, LLC (Kevin Moore) 6 Potomac Ct. Alexandria, VA 22314 (703) 906-1207 (12 Restaurants transferred)
	Born to Eat Enterprises, LLC (Chris Smith) 9138 Bay Pointe Drive Orlando, FL 32819 (407) 399-5555 (2 Restaurants reacquired)
Texas	
	Northfield Partners LLC (Donghee Choi) 4465 E. Genesee St., Ste. 313 Syracuse, NY 13214 (315) 708-9334 (1 Restaurant closed)
Virginia	
	Moseley Partners, LLC (Mark Moseley) 113-5 Founders Way Strasburg, VA 22657 (540) 465-2421 (2 Restaurants transferred)
Washington, D.C.	
	FRODA, Inc. (Charles Beresford) 808 H St. NW Washington, DC 20001 (202) 359-7759 (3 Restaurants reacquired)
West Virginia	
	Moseley Partners, LLC (Mark Moseley) 113-5 Founders Way Strasburg, VA 22657 (540) 465-2421 (1 Restaurant transferred)
CANADA	
	Canyon Restaurant Group, ULC (fka Five G Canada, LLC)(Val Staker) 6914 South 3000 East, Ste. 101 Salt Lake City, UT 84121 (801) 942-7100 (6 Restaurants transferred and 1 Restaurant closed)

EXHIBIT F TO THE DISCLOSURE DOCUMENT

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EXHIBIT G TO THE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA TO THE DISCLOSURE DOCUMENT

**ADDENDUM TO FIVE GUYS FRANCHISOR, LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF CALIFORNIA**

1. Item 3 is amended to reflect that:

Neither we nor any person or broker identified in Item 2 of the Disclosure Document is subject to any current effective order of any national securities association or national securities exchange as defined in the Securities Exchange Act of 1934, U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

2. Item 17 is amended by the addition of the following statements:

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

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

The Franchise Agreement and Development Agreement contain covenants not to compete that extend beyond expiration or termination of the Agreements. These provisions may not be enforceable under California law.

The California Corporations Code, Section 31125, requires that we give you a disclosure document, approved by the Department of Business Oversight, before we solicit a proposed material modification of an existing franchise.

If the Franchise Agreement or Development Agreement contains a liquidated damages clause, under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement and Development Agreement require the application of the laws and forum of Virginia. This provision may be unenforceable under California Law.

The Franchise Agreement and Development Agreement require binding arbitration. The arbitration will occur in Virginia with the costs being borne by the franchisee and franchisor. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California

The Franchise Agreement and Development Agreement require you to sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). California Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

4. 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.

5. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.

**ADDENDUM TO FIVE GUYS FRANCHISOR, LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF HAWAII**

1. Items 5 and 7 are amended to state that the initial franchise fee and all other initial payments you owe to us under the Franchise Agreement and Development Agreement will be deferred until we satisfy all of our pre-opening obligations to you and your first Restaurant has opened for business.

**ADDENDUM TO FIVE GUYS FRANCHISOR, LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF ILLINOIS**

1. Items 5 and 7 are amended to state that the initial franchise fee and all other initial payments you owe to us under the Franchise Agreement and Development Agreement will be deferred until we satisfy all of our pre-opening obligations to you and your first Restaurant has opened for business. This deferral is imposed by the Illinois Office of the Attorney General due to our financial condition.

2. The State Cover Page and Item 17 of this Disclosure Document are amended by adding the following:

In accordance with Illinois law 815 ILCS 705/4 and Section 200.608 of the Administrative Rules (14 Ill. Adm. Code §200.608), any provision in the Franchise Agreement/Development Agreement that designates jurisdiction or venue in a forum outside Illinois is void with respect to any action which is otherwise enforceable in Illinois, except that the Franchise Agreement/Development Agreement may provide for arbitration outside Illinois. In addition, Illinois law will govern the Franchise Agreement/Development Agreement.

Illinois Franchise Disclosure Act Sections 19 and 20 (815 ILCS 705/19, 20) (the “Act”) provide rights to you concerning nonrenewal and termination of the Franchise Agreement/Development Agreement. If the Franchise Agreement/Development Agreement contains a provision that is inconsistent with the Act, the Act will control.

Section 41 of the Act states that “Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act, or any other law of Illinois, is void.” To the extent that any provision in the Franchise Agreement/Development Agreement is inconsistent with Illinois law, Illinois law will control.

**ADDENDUM TO THE FIVE GUYS FRANCHISOR, LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF MARYLAND**

1. Item 5 is amended to state that the initial franchise fee and all other initial payments you owe to us before you open your Restaurant will be deferred until we satisfy all of our pre-opening obligations to you and you open your Restaurant for business.
2. Item 17 is amended to include the following paragraph:

A general release required as a condition of renewal, sale and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law. This may affect the enforceability of certain provisions in the Franchise Agreement relating to renewal, sale, assignment or transfer of the Franchise Agreement.
3. Item 17, under the Summary column of part (h), is amended to include the following sentence:

A provision in the Franchise Agreement that provides for termination on your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).
4. Item 17, under the Summary column of part (v), is modified to include the words “, except you may sue in Maryland for any claims arising under the Maryland Franchise Registration and Disclosure Law.”
5. Item 17 is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
6. The Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. Any disclaimer regarding the occurrence and/or acknowledgment of the non-occurrence of acts that would constitute a violation of the Franchise Law in order to purchase the franchise are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. Accordingly, the Franchise Disclosure Acknowledgement Statement is amended to comply with this provision by stating that such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

DISCLOSURE REQUIRED BY THE STATE OF MICHIGAN

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

- (a) A prohibition on the right of a franchisee to join an association of franchises.
- (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 thirty (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 five (5) years, and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (6) months' advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation 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) 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 franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, franchisee has the right to request an escrow arrangement.

Any questions regarding this notice should be directed to:

Consumer Protection Division
525 W. Ottawa Street, 1st Floor
Lansing, Michigan 48933
(517) 373-7117

**ADDENDUM TO FIVE GUYS FRANCHISOR, LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF NEW YORK**

1. The following information is added to the cover page of the Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. Item 3, "Litigation" is hereby amended by deleting the last paragraph in that Item and replacing it with the following language:

"Except as described in this Item:

Neither we, any predecessor, any person identified in Item 2 above, nor any affiliate offering franchises under our principal trademark has pending any administrative, criminal, material civil action (or a significant number of civil actions irrespective of materiality), or arbitration action alleging a violation of any franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable allegations.

Neither we, any predecessor, any person identified in Item 2 above, nor any affiliate offering franchises under our principal trademark has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

Neither we, any predecessor, any person identified in Item 2 above, nor any affiliate offering franchises under our principal trademark has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the date of this Disclosure Document, has been convicted of a misdemeanor or pleaded nolo contendere to a misdemeanor charge or been held liable in an arbitration proceeding or a civil action by final judgment or been the subject of a material complaint or other legal or arbitration proceeding if such misdemeanor conviction or charge or civil action, complaint or other legal proceeding involved a violation of any franchise, anti-fraud or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, misappropriation of property or comparable allegations.

Neither we, any predecessor, any person identified in Item 2 above, nor any affiliate offering franchises under our principal trademark is subject to any currently effective injunctive or restrictive order or decree relating to franchises or under any Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency, is subject to any currently effective order of any

national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.”

3. Item 4, “Bankruptcy”, is hereby deleted in its entirety and the following language substituted in lieu thereof:

“Neither we nor any affiliate or predecessor or current officer or general partner have during the 10 year period immediately before the date of this Disclosure Document (a) filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the Bankruptcy Code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code, during or within 1 year after the officer or general partner of Five Guys Enterprises, LLC, held this position with the company or partnership.”

4. Item 5, “Initial Franchise Fees,” is hereby amended by adding the following sentence to the end thereof:

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

5. Item 17, “Renewal, Termination, Transfer and Dispute Resolution”, is supplemented, under the categories entitled “Requirements for franchisee to renew or extend”, “Termination by franchisee”, “Assignment of contract by Franchisor”, “Conditions for franchisor approval of transfer”, “Choice of forum, and “Choice of Law” respectively, by the following language that will be deemed an integral part thereof:

The following is added to Items 17(c) and 17(m):

Any general release required under the Franchise Agreement/Development Agreement shall be limited by the following, “all rights arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.”

The following replaces Item 17(d):

Notwithstanding any rights you may have in the Franchise Agreement/Development Agreement permitting you to terminate the Agreement, you may also have additional rights under applicable law to terminate the Franchise Agreement/Development Agreement.

The following is added to Item 17(j):

No assignment will be made except to an assignee who, in our opinion, is willing and able to assume our obligations under the Franchise Agreement/Development Agreement.

The following is added to Items 17(v) and 17(w):

The Franchise Agreement/Development Agreement requires the application of Virginia Law; however, the choice of law provision should not be considered a waiver of any right conferred upon

the franchisor or upon the franchisee/developer by the General Business Law of the State of New York, Art. 33.

6. As to any state law described in this Addendum that declares void or unenforceable any provision contained in the Franchise Agreement/Development Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

**ADDENDUM TO THE FIVE GUYS FRANCHISOR, LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF NORTH DAKOTA**

1. Items 5 and 7 are amended to state that the initial franchise fee and all other initial payments you owe to us under the Franchise Agreement and Development Agreement will be deferred until we satisfy all of our pre-opening obligations to you and your first Restaurant has opened for business.

**ADDENDUM TO THE FIVE GUYS FRANCHISOR, LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF SOUTH DAKOTA**

1. Items 5 and 7 are amended to state that the initial franchise fee and all other initial payments you owe to us under the Franchise Agreement and Development Agreement will be deferred until we satisfy all of our pre-opening obligations to you and your first Restaurant has opened for business.

**ADDENDUM TO FIVE GUYS FRANCHISOR, LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF VIRGINIA**

1. Item 5 is amended to state that the Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and all other initial payments you owe to us until we complete all of our pre-opening obligations under the Franchise Agreement.
2. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Item 17(h) of the Franchise Disclosure Document for use in the Commonwealth of Virginia will be amended as follows:

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

**ADDENDUM TO FIVE GUYS FRANCHISOR, LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF WASHINGTON**

1. Item 5 is amended to state that the Washington Department of Financial Institutions, Securities Division requires us to defer payment of the initial franchise fee and all other initial payments Franchisee owes to Franchisor until Franchisor completes all of its pre-opening obligations under the Franchise Agreement and Franchisee opens its Restaurant for business.

ATTACHMENT A TO THE DISCLOSURE DOCUMENT
STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

STATE ADMINISTRATORS

CALIFORNIA

Department of Business Oversight
320 West 4th Street, Suite 750
Los Angeles, California 90013
(213) 576-7500 Toll Free (866) 275-2677

HAWAII

Business Registration Division
Department of Commerce and Consumer Affairs
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

Chief, Franchise Division
Office of the Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA

Secretary of State
Franchise Section, Securities Division
302 West Washington, Room E-111
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND

Office of the Attorney General
Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

MICHIGAN

Office of the Attorney General
Consumer Protection Division, Franchise Section
G. Mennen Williams Building, 1st Floor
525 Ottawa Street
Lansing, Michigan 48913
(517) 373-7117

MINNESOTA

Franchise Examiner
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

NEBRASKA

Nebraska Department of Banking and Finance
1200 N. Street, P.O. Box 95006
Lincoln, Nebraska 68509-5006
(402) 471-3445

NEW YORK

New York State Department of Law
Bureau of Investor Protection and Securities
120 Broadway, 23rd Floor
New York, New York 10271
(212) 416-8211

NORTH DAKOTA

North Dakota Securities Department
600 East Boulevard Avenue
State Capitol Fifth Floor, Dept. 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

OREGON

Department of Consumer and Business Services
Division of Finance and Corporate Securities
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4387

RHODE ISLAND

Director of Business Regulation
Division of Securities
1511 Pontiac Avenue
John O. Pastore Complex – Building 69-1
Cranston, Rhode Island 02920
(401) 462-9500

SOUTH DAKOTA

Director of Division of Insurance
Securities Regulation
124 South Euclid Avenue, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

TEXAS

Secretary of State, Statutory Document Section
P.O. Box 12887
Austin, Texas 78711
(512) 463-5705

UTAH

Division of Consumer Protection
Utah Department of Commerce
160 East Three Hundred South
Salt Lake City, Utah 84145
(801) 530-6601

VIRGINIA

Chief Examiner, State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9051

WASHINGTON

Department of Financial Institutions
Securities Division
150 Israel Road, S.W.
Tumwater, Washington 98504
(360) 902-8760

WISCONSIN

Franchise Administrator
Securities and Franchise Registration
Wisconsin Securities Commission
201 W. Washington Avenue, Suite 300
Madison, Wisconsin 53703
(608) 266-1064

AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

Commissioner of Business Oversight
320 West 4th Street, Suite 750
Los Angeles, California 90013
(213) 576-7500 Toll Free (866) 275-2677

HAWAII

Commissioner of Securities
Department of Commerce and Consumer Affairs
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

MARYLAND

Securities Commissioner
Office of the Attorney General
Maryland Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

MICHIGAN

Michigan Department of Attorney General
Consumer Protection Division
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48933
(517) 241-6470

MINNESOTA

Commissioner of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

NEW YORK

New York Department of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, New York 12231-0001
(518) 473-2492

NORTH DAKOTA

Securities Commissioner
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol Fifth Floor, Dept. 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

OREGON

Director
Department of Consumer and Business Services
Division of Finance and Corporate Securities
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4387

RHODE ISLAND

Director of Department of Business Regulation
1511 Pontiac Avenue
John O. Pastore Complex – Building 69-1
Cranston, Rhode Island 02920
(401) 462-9500

SOUTH DAKOTA

Director of Division of Insurance
Securities Regulation
124 South Euclid Avenue, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

UTAH

Division of Consumer Protection
Utah Department of Commerce
160 East Three Hundred South
Salt Lake City, Utah 84145
(801) 530-6601

VIRGINIA

Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
(804) 371-9733

WASHINGTON

Director of Financial Institutions
Securities Division
150 Israel Road, S.W.
Tumwater, Washington 98504
(360) 902-8760

WISCONSIN

Commissioner of Securities
Division of Securities
Department of Financial Institutions
201 W. Washington Avenue, Suite 300
Madison, Wisconsin 53703
(608) 266-1064

**THE FRANCHISOR REPRESENTS THAT THIS
PROSPECTUS DOES NOT KNOWINGLY OMIT
ANY MATERIAL FACT, OR CONTAIN ANY
UNTRUE STATEMENT OF A MATERIAL FACT.**

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 Five Guys Franchisor, LLC offers you a franchise, Five Guys Franchisor, LLC must provide this Disclosure Document to you at least 14 calendar days before you sign a binding agreement or make any payment to Five Guys Franchisor, LLC or an affiliate in connection with the proposed franchise sale. Under Michigan law, Five Guys Franchisor, LLC must provide this Disclosure Document to you 10 business days before you sign any contract or make any payment relating to the franchise relationship. Under New York law, Five Guys Franchisor, LLC must provide this Disclosure Document to you at the earliest of the first personal meeting or 10 business days before you sign any contract or make any payment relating to the franchise relationship.

If Five Guys Franchisor, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Attachment A.

The name, principal business address and telephone number of each franchise seller offering the franchise is as follows: Mark Moseley, Director of Franchise Sales, 113-5 Founders Way, Strasburg, Virginia 22657, 540-465-2421 and.

Date of Issuance: April 30, 2018 as amended September 18, 2018.

Five Guys Franchisor, LLC authorizes the agents listed in Attachment A to receive service of process for it.

I have received a Franchise Disclosure Document dated April 30, 2018 as amended September 18, 2018. State registration effective dates are listed on the State Registrations Page. This Disclosure Document includes the following Exhibits:

- A. Financial Statements
- B. Development Agreement (with state specific amendments)
- C. Franchise Agreement (with state specific amendments)
- D. List of Franchisees
- E. List of Franchisees Who Have Left the System
- F. Table of Contents of Operations Manual
- G. State Specific Addenda to the Disclosure Document

Attachment A: State Administrators/Agents for Service of Process

Dated: _____
(Do not leave blank)

Signature of Prospective Franchisee

Print Name

(RETAIN FOR YOUR RECORDS)

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

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- F. Table of Contents of Operations Manual
- G. State Specific Addenda to the Disclosure Document

Attachment A: State Administrators/Agents for Service of Process

Dated: _____
(Do not leave blank)

Signature of Prospective Franchisee

Print Name

(RETURN TO US)