Received
LA Mailroom
FEB 22 2018
Department of
Business Oversight

FRANCHISE DISCLOSURE DOCUMENT

Jack in the Box Inc.
A Delaware corporation
9330 Balboa Avenue
San Diego, California 92123
(858) 571-2121
www.jackinthebox.com

Jack in the Box Inc. franchises quick-service Jack in the Box® restaurants, which serve a variety of foods, including hamburgers, specialty sandwiches, fries, tacos, salads, bowls, drinks and side items. Jack in the Box Inc. offers franchises for restaurants that are already built, as well as restaurants that franchisees are responsible for building. The total investment information below is for a restaurant that a franchisee would build.

The total investment necessary to begin operation of a Jack in the Box franchise you build is $1,481,500 - $3,336,600. This includes $92,270 to $134,770 that must be paid to Jack in the Box Inc. or its affiliates. If you sign a development agreement with us, you must pay a $25,000 development fee.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Legal Department at 9330 Balboa Avenue, San Diego, California 92123, 858-571-2422, or franchise.legal@jackinthebox.com.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington D.C. 20580. You can also visit the FTC's home page at www.ftc.*gov* 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: February 20, 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 Exhibit B for information about the franchisor, 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 STATES THAT CALIFORNIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

2. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN CALIFORNIA. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN CALIFORNIA THAN IN YOUR OWN STATE.

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

Effective Date: See the next page for state effective dates.

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

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

STATES	EFFECTIVE DATE
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

In all other states, the effective date of this Disclosure Document is the issuance date of February 20, 2018.

TABLE OF CONTENTS

Item		Page No.
1.	THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
2.	BUSINESS EXPERIENCE	4
3.	LITIGATION	8
4.	BANKRUPTCY	10
5.	INITIAL FEES	10
6.	OTHER FEES	15
7.	YOUR ESTIMATED INITIAL INVESTMENT	18
8.	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	21
9.	FRANCHISEE'S OBLIGATIONS	25
10.	FINANCING	27
11.	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	29
12.	TERRITORY	38
13.	TRADEMARKS	40
14.	PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	42
15.	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	43
16.	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	44
17.	RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION	45
18.	PUBLIC FIGURES	54
19.	FINANCIAL PERFORMANCE REPRESENTATIONS	55
20.	OUTLETS AND FRANCHISEE INFORMATION	59

21. FINANCIAL STATEMENTS 66

22. CONTRACTS 66

23. RECEIPT 66

EXHIBITS

A. Consolidated Financial Statements of Jack in the Box Inc. and Subsidiaries
B. List of State Administrators
C. Agents for Purposes of Service of Process
D. List of Franchised Locations, Former Franchisees, and Agreement Signed But Unit Not Opened
E. Application Package
F. Non-Disclosure Agreement
G. Letter of Intent
H. Statement of Prospective Franchisee
I. Purchase Agreement
J-1. Franchise Agreement (and Development Incentive Amendment to Franchise Agreement)
J-2. Nontraditional License Agreement
K. Development Agreement
L. Authorization for Prearranged Payments
M. Promissory Note and Security Agreement
M-1. Promissory Note – Development Incentive Program
N. Lease Agreement - Jack in the Box Franchised Restaurant
O. General Release of All Claims
P. Co-tenancy Operating Agreement
Q. National Burger League Participation Agreement
R. Equipment Brokerage Agreement
S. Master Technology Agreement
T. Stored Value Card Service Agreement
U. State-Specific Disclosure Addenda and Agreement Amendments

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

The franchisor is Jack in the Box Inc. ("the Company," "JIB," "we," "us," or "our"). The franchisee is the person to whom we grant a franchise, and is referred to as "you." Except in rare cases, we offer franchises only to individuals or groups of individuals. You may be permitted to assign your franchise rights to an entity wholly owned by you, but you would remain personally liable for all obligations under the franchise agreement.

We incorporated in Delaware in 1971 as Foodmaker, Inc. In 1999 we changed our name to Jack in the Box Inc. Jack in the Box Inc. does business as Jack in the Box®. Our principal business address is 9330 Balboa Avenue, San Diego, California 92123.

We have no parent company.

As of the end of fiscal year 2017, we operated 276 *Jack in the Box* restaurants, and had 1,975 franchised *Jack in the Box* restaurants (or "outlets"). Through Qdoba Restaurant Corporation ("Qdoba"), a wholly owned subsidiary of Jack in the Box Inc. since January 2003, we also operated 726 *Qdoba Mexican Eats® and Qdoba Mexican Grill®* restaurants in the United States and Canada, of which 385 were company operated and 341 were franchised.

We have never offered franchises in any other line of business and are not engaged in any other business.

The addresses of our agents for service of process are listed on Exhibit C.

Jack in the Box Restaurants

We both operate *Jack in the Box* restaurants and offer franchises for the operation of *Jack in the Box* restaurants. *Jack in the Box* restaurants offer a variety of foods: primarily hamburgers, specialty sandwiches, french fries, tacos, salads, bowls, drinks and side items. The restaurants are operated under a uniform operating system that includes standards for: the building and décor; uniforms; the purchase, preparation and sale of foods; and the operations of the restaurant. Most of our restaurants have drive-thru windows and a seating capacity ranging from 20 to 100 people, but we also have some nontraditional locations. Unless otherwise noted in this disclosure document, all references to a "Franchised Restaurant" or "Franchised Location" also will include a nontraditional restaurant or nontraditional location, respectively, and all references to the "Franchise Agreement" also will include the Nontraditional License Agreement.

Before we will approve you to develop or operate a *Jack in the Box* restaurant, you must complete an application package (Exhibit E) and sign a non-disclosure agreement (Exhibit F). If you will be developing a new *Jack in the Box* restaurant, you

also must sign a Development Agreement (Exhibit K) and may be required to pay a Development Fee. You should not obtain any interest in a site for a *Jack in the Box* restaurant until you have entered into a Development Agreement with us and we have approved the site in writing. For each restaurant that you will operate (whether you are developing that restaurant or purchasing an existing restaurant from us), you also must sign a Franchise Agreement (Exhibit J-1) or a Nontraditional License Agreement (Exhibit J-2) and pay an Initial Franchise Fee. Your receipt of this disclosure document does not mean that you will be approved as a franchisee.

The restaurant business is highly competitive and is affected by changes in consumer preferences, national and regional economic, political, regulatory and socioeconomic conditions, and changes in consumer dining habits, whether based on new information regarding diet, nutrition or health, on the cost of food at home compared to food away from home, or on other factors.

The performance of a restaurant may also be affected by seasonal sales fluctuations, severe weather and other natural disasters, changes in operating costs, competition, consumer acceptance of new menu items or price increases, the availability of qualified employees, advertising and marketing programs, commodity costs, supply interruptions, or other factors.

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

When developing and operating a *Jack in the Box* restaurant, you must comply with all local, state and federal laws and regulations regarding health, sanitation, safety, fire, zoning, building, nutritional disclosures on menus and menu boards, labor and employment, and environmental issues, among others. We encourage you to research the specific laws, regulations, and ordinances that will apply to the *Jack in the Box* restaurant you might operate.

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

Our Affiliates

As described more fully below, the Company has the following affiliates that offer franchises for sale or provide services to our franchisees. These affiliates have the same principal address as the Company. Except as stated, these affiliates have never offered franchises in any line of business and are not engaged in any other business. The affiliates are:

- JIB Stored Value Cards, LLC is a Virginia limited liability company that is wholly owned by the Company and provides gift card services to our franchisees and company restaurants.

- Jack in the Box Eastern Division L.P. is a Texas limited partnership that is wholly owned by Jack in the Box Inc. through its wholly owned limited liability company subsidiaries, JBX General Partner LLC and JBX Limited Partner LLC. Jack in the Box Eastern Division L.P. operates *Jack in the Box* restaurants, the same type of business to be operated by you, in several states. Although Jack in the Box Eastern Division L.P. does not now, nor has it ever, offered franchises in any line of business, you might lease the premises from Jack in the Box Eastern Division L.P. if you franchise an existing Jack in the Box restaurant located in a state other than the following: Arizona, California, Colorado, Idaho, Kansas, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, or Wyoming.

- Qdoba Restaurant Corporation ("Qdoba") is a Colorado corporation that has been a wholly owned subsidiary of Jack in the Box Inc. since January 2003. Qdoba currently franchises and operates fast-casual Mexican food restaurants under its Qdoba Mexican Eats® and Qdoba Mexican Grill® trademarks, and in the past franchised under the name Qdoba Mexican Grill®. Qdoba and its predecessors, Zuma Restaurants, L.P., Z-TECA Restaurants, L.P. and Z-TECA Restaurant Corporation, have offered franchises for fast-casual Mexican restaurants since 1997, and have not offered franchises in any other line of business. As of October 1, 2017, Qdoba had 341 Qdoba Mexican Grill® and/or Qdoba Mexican Eats® franchised restaurants (with 5 restaurants located in Canada) and 385 company-operated Qdoba Mexican Grill® and/or Qdoba Mexican Eats® restaurants. On December 19, 2017, Jack in the Box Inc. announced that it has entered into a definitive agreement to sell Qdoba to certain funds managed by affiliates of Apollo Global Management, LLC in a cash deal. The transaction is expected to close by April 2018.

- Qdoba of Canada, Inc. is a wholly owned subsidiary of Qdoba formed to sell Qdoba Mexican Eats® franchises in Canada.

- QMG Stored Value Cards, LLC is a Virginia limited liability company that is wholly owned by Jack in the Box Inc. and that provides gift card services to our franchisees.

Jack in the Box Eastern Division L.P. operates a business of the type to be operated by you. Qdoba Restaurant Corporation and Qdoba of Canada, Inc. offer franchises. The other affiliates to not operate the type of business you will operate or offer franchises.

ITEM 2
BUSINESS EXPERIENCE

DIRECTORS

Leonard A. Comma Chairman, Chief Executive Officer	Mr. Comma has been Chairman of the Board and Chief Executive Officer since January 2014. From May 2012 to October 2014, he was President of Jack in the Box and, from November 2010 to January 2014, Mr. Comma served as Chief Operating Officer of Jack in the Box.
David L. Goebel Director	Mr. Goebel has been a director since December 2008. He has been a partner and Faculty Member for Merryck & Co. Ltd, a worldwide business mentoring firm in New York, New York, since May 2008. He has served on the board of directors of QuickChek, a privately held company in the gas/convenience food category in Whitehouse Station, New Jersey, since September 2014, and on the board of directors of Wingstop Inc. in Dallas, Texas, since November 2017. Mr. Goebel also served as acting President and Chief Executive Officer of Mr. Goodcents Franchise Systems, Inc. in De Soto, Kansas, from 2010 until December 2014. In 2008, Mr. Goebel became the President of Santoku, Inc. in Lenexa, Kansas, which operates sandwich shops under the name Goodcents® Deli Fresh Subs, catering and cafeteria operations under the name Y-Leave Cafe, catering services under the name Prime Catered Events, and a fast-casual pizza concept under the name Pie Five® Pizza Company.
Sharon P. John Director	Ms. John has been a director since September 2014. She has been Chief Executive Officer, President and a member of the Board of Directors of Build-A-Bear Workshop, Inc. in St. Louis, Missouri, since June 2013. From January 2010 to May 2013, Ms. John served as President of Stride Rite Children's Group LLC in Lexington, Massachusetts, a division of Wolverine World Wide, Inc., which designs, manufactures, and markets footwear for children.
Madeleine A. Kleiner Director	Ms. Kleiner has been a director since September 2011. She also has served on the Board of Directors of Northrop Grumman Corporation in Falls Church, Virginia, since 2008.

Michael W. Murphy Director	Mr. Murphy has been a director since September 2002. Since April 1996, Mr. Murphy has been President and Chief Executive Officer of Sharp HealthCare in San Diego, California.
James M. Myers Director	Mr. Myers has been a director since December 2010. He has served as Chairman of the Board of Petco. in San Diego, California since July 2015, and served as Petco's Chief Executive Officer from 2004 to January 2017, and as President from 2011 to July 2015.
David M. Tehle Director	Mr. Tehle has been a director since December 2004. He has served on the board of National Vision, Inc., in Duluth, Georgia, since July 2017. He has also served on the board of directors of Genesco Inc. in Nashville, Tennessee, since February 2016, and on the board of US Foods Holding Corp. in Rosemont, Illinois, since July 2016. From June 2004 to June 2015, he was Executive Vice President and Chief Financial Officer of Dollar General Corporation, in Goodlettsville, Tennessee.
John T. Wyatt Director	Mr. Wyatt has been a director since May 2010. Since February 2012, he has served as the Chief Executive Officer of KinderCare Education, an early childhood education company in Portland, Oregon.
Vivien M. Yeung Director	Ms. Yeung has been a director of the Company since April 2017. Ms. Yeung has served as General Manager, Venture at lululemon athletica inc, a healthy lifestyle inspired athletic apparel company, since December 2017. She previously served as that company's Chief Strategy Officer since May 2015 and Vice President, Strategy from November 2011 to May 2015.

OFFICERS, EXECUTIVES AND OTHERS WITH MANAGEMENT RESPONSIBILITY

Iwona Alter Vice President and Chief Marketing Officer	Ms. Alter has been Vice President and Chief Marketing Officer for Jack in the Box since October 2016. From January 2014 to October 2016, she was Vice President of Menu Strategy and Innovation. She was the Division Vice President of Operations for Jack in the Box from October 2011 to January 2014.
Mark H. Blankenship, Ph.D. Interim Chief Operating Officer and Executive	Dr. Blankenship has been interim Chief Operating Officer since November 2017, and he will continue in that role until approximately June 2018. Previously, he was Executive Vice President, Chief People, Culture and Corporate

Vice President, Chief People, Culture and Corporate Strategy Officer	Strategy Officer of Jack in the Box since November 2013, and Senior Vice President and Chief Administrative Officer from October 2010 to November 2013.
Carol A. DiRaimo Vice President and Chief Investor Relations and Corporate Communications Officer	Ms. DiRaimo has been Vice President and Chief Investor Relations and Corporate Communications Officer since April 2017. From July 2008 to April 2017, she was Vice President of Investor Relations and Corporate Communications.
Vanessa C. Fox Vice President and Chief Development Officer	Ms. Fox has been Vice President and Chief Development Officer since March 2014 and has held the same position with the Qdoba brand since June 2016. She was Division Vice President of Franchise Business Development from September 2013 to March 2014, and the Division Vice President of Franchise Sales and Development from June 2011 to September 2013.
Dean C. Gordon Vice President and Chief Supply Chain Officer	Mr. Gordon has been Vice President and Chief Supply Chain Officer since July 2017. Prior to that, he was Vice President of Supply Chain Services since October 2012, and Division Vice President of Purchasing from February 2009 to October 2012.
Maria F. Hollandsworth Vice President, Strategic Initiatives and Operations Services	Ms. Hollandsworth has been Vice President, Strategic Initiatives and Operations Services for Jack in the Box since October 2014. She was Vice President, Operations Initiatives for Jack in the Box from October 2013 to October 2014 and Regional Franchise Director for Jack in the Box from October 2009 to October 2013.
Grant H. Kreutzer Director, Franchise Business Development	Mr. Kreutzer has been Director, Franchise and License Business Development for Jack in the Box and Qdoba since April 2016. He was Director, Franchise Business Development for Jack in the Box and Qdoba from September 2013 to April 2016. He served as Director, Franchise Business Development for Jack in the Box from February 2011 to September 2013.
Drew Martin Vice President and Chief Information Officer	Mr. Martin has been Vice President and Chief Information Officer for Jack in the Box since November 2016. Since January 2015, he has been an owner and principal in Silicon Beach Advisors in San Diego, California. From October 2011 to December 2014, he was Executive Vice President and Chief Information Officer for Lytx, Inc. in San Diego, California.

Paul D. Melancon Senior Vice President of Finance, Controller and Treasurer	Mr. Melancon has been Senior Vice President of Finance, Controller and Treasurer since November 2013. He was previously Vice President of Finance, Controller and Treasurer from September 2008 to November 2013.
Raymond Pepper Vice President and General Counsel	Mr. Pepper has been Vice President and General Counsel since September 2014. He was previously Vice President, Deputy General Counsel from September 2013 to September 2014, and Division Vice President, Deputy General Counsel from July 2009 to September 2013.
Jerry P. Rebel Executive Vice President and Chief Financial Officer	Mr. Rebel has been Executive Vice President and Chief Financial Officer since October 2005. Mr. Rebel has announced that he plans to retire as the Company's Chief Financial Officer in 2018.
Phillip H. Rudolph Executive Vice President, Chief Legal and Risk Officer and Corporate Secretary	Mr. Rudolph has been Chief Legal and Risk Officer since October 2014, Executive Vice President since February 2010, and Corporate Secretary since November 2007. Before becoming Chief Legal and Risk Officer, he was General Counsel since November 2007.
Ronniann Silver Franchise Business Development Manager	Ms. Silver joined the Company as Franchise Business Development Manager in December 2016. From January 2013 to December 2016, she was a self-employed management consultant based in Overland Park, Kansas. Ms. Silver was an Executive Director Franchise Administration at Applebee's International, Inc. in Overland Park, Kansas; Lenexa, Kansas; and Kansas City, Missouri from August 1999 until December 2012.
Marcus Tom Vice President and Chief Operating Officer	Mr. Tom has been Vice President and Chief Operating Officer since February 2018. Mr. Tom was Senior Vice President, Operations at the Caribou Coffee brand of JAB Beech Inc. in Minneapolis, Minnesota, from January 2017 to December 2017. He was previously Senior Vice President, Operations for the Einstein Bros. Bagels brand of JAB Beech Inc. in Lakewood, Colorado, from July 2015 to December 2016. From January 2014 to June 2015, Mr. Tom was Director of Business Operations at Starbucks Corporation in Seattle, Washington; Regional Director, Licensed Stores from May 2012 to December 2013; and Regional Director from March 2006 to May 2012.

Lance F. Tucker Executive Vice President and Chief Financial Officer	Mr. Tucker has been appointed Executive Vice President and Chief Financial Officer, effective March 26, 2018. Mr. Tucker is currently Senior Vice President, Chief Financial Officer, and Chief Administrative Officer, and Treasurer for Papa John's International, Inc. in Louisville, KY, a position he has held since July 2012.
Eric Tunquist Vice President of Franchise Operations	Mr. Tunquist has been Vice President of Franchise Operations of Jack in the Box since December 2016, and he served in the same role on an interim basis from August 2016 to December 2016. Previously, he was Vice President, Guest Feedback for Jack in the Box from June 2010 to August 2016.
Don L. Vietti Vice President, Chief Technology Officer	Mr. Vietti has been Vice President, Chief Technology Officer since January 2017, before which he was Chief Information Officer from September 2014 until January 2017. From December 2013 until September 2014, he was on a sabbatical from employment. Prior to that, Mr. Vietti served as Senior Vice President, Chief Information Officer of Carlson Restaurants Worldwide Inc. in Carrolton, Texas, from February 2006 until December 2013.

ITEM 3
LITIGATION

Pending Cases

In 1997, Foodmaker International Franchising, Inc. and Foodmaker, Inc. filed an action against a former franchisee in the Republic of the Philippines seeking relief in the form of court ordered the closure of certain units being operated unlawfully and without a license or franchise agreement. The action was filed in Regional Trial Court in the Republic of the Philippines, and is entitled Foodmaker International Franchising, Inc. and Foodmaker, Inc. v. JNB Food Corporation and William Ang (Case No. 97-1823). The defendants counterclaimed, asserting they suffered damages due to the franchise unit closures and sought relief in an amount to compensate for those damages. The Company won an initial ruling relating to the closure of the units, but we are awaiting notification of a final resolution by the court.

Concluded Cases

On January 27, 2013, the case of Lee v. Jack in the Box Inc. (Contra Costa Superior Court Case No.: CIVMSC12-00213) was filed as a class and representative action. It contained causes of action for failure to reimburse business expenses, and included a claim of unfair business practices. This action resulted in a class-wide settlement in the amount of $750,000, and reached final resolution and closure in March

2014.

On October 24, 2013, the case of Olvera v. Jack in the Box Inc. (San Diego Superior Court Case No.: 37-2013-00072707) was filed as a class and representative action for damages and injunctive relief in connection with alleged violations of California meal and rest break laws along with other wage and hour claims. The case included a claim of unfair business practices under the California Business and Professions Code. The matter settled on October 23, 2014, through private mediation. The total settlement amount was $1,000,000. The Court ordered a judgment that approved the settlement on March 20, 2015; therefore, this matter reached final resolution and was closed.

On October 3, 2014, the case of Lauren Rehkopf v. Jack in the Box Inc. (Case No. 37-2014-00033641-CU-BT-CTL) was filed in the San Diego Superior Court. In this class action complaint, a customer, on behalf of a statewide class, claims that we engaged in unfair business practices by failing to allow her to exchange the remaining balance on her gift card for cash once the card held less than $10 in value. We settled the case in July 2016. The settlement provided that we would pay plaintiffs' attorneys fees and costs in the amount of $60,000, pay the named plaintiff $2,500, provide training to company restaurant managers in California on the law relating to redeeming gift cards for cash, place a notice in company owned restaurants for one year stating the policy on redeeming gift cards with a balance under $10 for cash, and change language in our gift cards to reflect California law and our policy. All of the settlement terms have been completed. A release of all claims on behalf of the settlement class was executed and the action has been dismissed.

On June 18, 2014, the case of Michael Shames v. Jack in the Box Inc. (Case No. 37-2014-00019866-CU-BT-CTL) was filed in the San Diego Superior Court. In this class action complaint, a customer, on behalf of a nationwide class, claims that JIB (and franchisees) violated the Consumer's Legal Remedies Act and Unlawful Business Acts & Practices when they allegedly falsely and systematically overcharged customers who ordered a "Jumbo Jack add cheese." The case settled in October 2016 outside of court with no monetary contribution for Jack in the Box Inc.

Currently Effective Injunctive or Restrictive Orders or Decrees

In May 1970 the Office of the Attorney General of the State of Missouri notified the Company of its intention to initiate proceedings alleging that the Company had engaged in deceptive advertising by selling or offering for sale "hamburgers" which contained soy grits as an extender. The Company executed a consent decree dated May 28, 1970 (No. 31899 Equity), filed in the Circuit Court of St. Louis County, Missouri, which prohibits the Company from selling, offering for sale or advertising any substance as "hamburger" that is not fresh chopped or ground beef, with or without the addition of beef fat or seasoning, containing not more than 30% of fat, in the State of Missouri.

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

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FEES

This section describes payments you must make for goods or services received from us or our affiliates before your business opens.

Initial Franchise Fee

When you sign the Franchise Agreement, you must pay the Company an Initial Franchise Fee. The Initial Franchise Fee is typically $50,000 for each franchised restaurant, plus any tax or other fee imposed upon the Company due to the collection of the Initial Franchise Fee. If your franchise term is for less than the standard 20 years, the Initial Franchise Fee is $2,500 for each year or partial year exceeding six months. If you will be operating at a nontraditional location, the Initial Franchise Fee is $25,000 for each unit, plus any taxes and fees imposed on the Company due to collection of the Initial Franchise Fee. The Initial Franchise Fee is fully earned on the date it is received by the Company, and is nonrefundable.

We may reduce the Initial Franchise Fee or accept installment payments. In the past, we have done this for: (i) sales of existing Company-operated restaurants with restaurant sales significantly below system average and/or with an unusual history of business or management problems; (ii) special incentive programs, which are offered at the discretion of, and subject to such restrictions as may be imposed by, the Company; (iii) settlement of disputes; and (iv) the reopening of certain closed sites or the approved relocation of a franchise (although you have no right to relocate your franchise, and approval of such requests is rare). During the past fiscal year, the Company collected Initial Franchise Fees ranging from $0 to $50,000, excluding any franchises for which the fee was waived pursuant to our previous Development Incentive Program (discussed below).

Development Fee

If you sign a Development Agreement with us, it will give you the right to construct an agreed-upon number of *Jack in the Box* restaurants in a specified geographic area. When you sign a Development Agreement you may be required to pay us a development fee (the "Development Fee") of $25,000 for each site to be developed unless you qualify for our current Development Incentive Program, as discussed below, in which case the Development Fee is waived. If the Development Fee is required, it is payable when you sign the Development Agreement, is fully earned by the Company at the time it is received, and is nonrefundable. During the past fiscal

year, the Company charged uniform Development Fees of $25,000 per site, but the waiver of the Development Fee was not included as part of the Development Incentive Program that was offered during previous fiscal years.

Under our current Development Incentive Program, if you open the restaurant during the time frames specified in the Development Agreement, and certain other requirements are met, you will not be charged a Development Fee, and you may also choose one of the following incentive options (see Development Agreement, Exhibit K):

OPTION A: The royalty rate will be reduced to: (i) 0% for the first three years; (ii) 2% for the fourth year; (iii) 3% for the fifth year; (iv) 4% for the sixth year; and (v) 5% for all subsequent years.

OPTION B: Upon opening the restaurant on or before the compliance date, we will loan you $250,000 at 0% interest to be used toward development costs. The loan will be repaid by crediting 100% of the royalties otherwise due until the loan is paid in full (i.e., payments will be made by crediting the appropriate portion of royalties toward the principal balance outstanding), and, unless it has already been paid, is due in full when the developed restaurant is sold or closed.

We may stop offering our current Development Incentive Program at any time.

The Company will not grant a Development Agreement to an existing franchisee unless certain conditions are met. The conditions may require significant financial contributions. We currently require that any existing franchisee be in compliance with our system standards. Also, with rare exceptions, the franchisee, its owners, and the franchisee's wholly owned entities must sign a general release in favor of the Company as a condition to entering into a Development Agreement. The standard general release currently in use is attached as Exhibit O. The form of general release may change over time, for particular transactions, or for particular states. The conditions under which we may grant a Development Agreement will vary over time, and others may be added.

Technology Installation Fees

Before your restaurant opens, you must have certain technology systems in place. We will require that you sign a Master Technology Agreement ("MTA", Exhibit S) covering certain technology-related services required in the operation of your restaurant, and pay certain fees as set forth in that agreement. You will pay us $6,000 (in most cases) for installation of the point of sale system and $270 for project management for that installation.

The table below shows the initial fees you must pay to us or our affiliates for those services. All fees are subject to change. We are considering revising our technology requirements, and details will be disclosed when finalized.

Description of Charge*	Fee	Type of Charge	Contract	Comments
POS Software license fee	$ 1,000	per site	MTA	One-time software license fee
Taxes/Freight	varies	per equipment/ services	As specified in each contract	Taxes may apply on any of the above-related fees, as required by taxing authorities, and are in addition to the fees stated.
SiteIntel	$500	Optional single user software license paid to us that we remit to vendor (Intalytics)	N/A	This annual payment includes basic access to SiteIntel and additional fees will be required if optional upgraded services are desired, which will be paid directly to Intalytics

* All fees are net of any taxes

The fees described above defray some, but not all, of the Company's costs associated with developing or implementing new software solutions, obtaining software licenses and providing technology-related services. The Company periodically reviews its cost structure and the fair market value of the software and services provided, and increases or decreases fees as it deems appropriate. Any fee increase will be communicated thirty (30) days before the effective date of the fee increase.

If you purchase or develop a new restaurant, you will need to purchase from us and pay us to install certain IT equipment, including a computer, web-based mobile training device, point-of-sale system, kitchen display equipment, speed of service equipment, network infrastructure equipment, and order confirmation system. The approximate cost for the purchase and installation of such equipment currently ranges from $35,000 to $40,000. If you purchase an existing operating restaurant, you may also be required to purchase and install some of this equipment if it is not already installed.

Additional Fees for Purchase of an Existing Company-Operated Restaurant

If you purchase the ongoing business of an existing restaurant from the Company, you will need to pay a negotiated purchase price for the existing restaurant business, including the furniture, fixtures and equipment at the restaurant, plus costs for existing inventory. (See Item 7 for more information.) You will be required to pay a nonrefundable $5,000 application fee at the time you sign a Letter of Intent (Exhibit G), which will be applied to the purchase price if the sale is completed. You will also be required to pay a deposit on the purchase price and franchise fee when you sign a

Purchase Agreement (Exhibit I). The deposit is nonrefundable after an inspection period.

JIB occasionally leases certain equipment from third-party vendors for use at its restaurant locations. Such equipment may include bulk oil systems, dishwashers, and computerized safe systems. If you buy an existing company-operated restaurant where leased equipment is in use, in most cases you may choose to keep the equipment in place or have the Company or the third-party vendor remove it. If you choose to keep the equipment, you will need to enter into a contract with the third-party vendor. If you choose not to keep the equipment, you may be required to pay a contract termination fee and/or pay for the equipment removal.

Additional Fees for Sites to be Developed

If you are building a restaurant and would like to locate it within fifteen (15) miles of an existing *Jack in the Box* restaurant, you may be required to pay for a Trade Area Survey Analysis to be conducted with respect to each existing restaurant within that radius to estimate potential impact on sales at each such restaurant. The cost of a Trade Area Survey Analysis can range from $3,500 to $7,000, plus all expenses, which may vary considerably. The Company collects this fee from you on behalf of the third-party company that conducts the Trade Area Survey Analysis. Depending on the level of sales transfer from the existing restaurants to the new restaurant predicted by the Trade Area Survey Analysis, Company may decline or permit you to proceed with your request to develop the new restaurant. If Company permits you to proceed, then you will be required to compensate impacted franchisee owners and may be required to compensate Company for any impacted Company-owned restaurants. The amount of compensation due to franchisees may vary considerably and will depend on the amount of predicted sales transfer. For impacted Company-owned restaurants, Company may require you to compensate the Company or may reduce any development incentive that you otherwise would have received.

If you want to develop a site that we are already in the process of acquiring or developing, you will be required to pay certain fees relating to the site. If you want to develop a site that cannot legally be assigned to you with a release of our obligations, we may sublease the site to you. You will be required to reimburse us for all internal overhead or other charges we have incurred in developing the site, including any training costs associated with preparing the site for opening. Those costs will vary considerably based upon time expended by us and the nature of the development services in which we engaged.

You will also be required to pay us a separate fee for work we complete toward developing the site. The amount of the fee will vary depending upon (i) the stage of development the site was in when it was turned over to you, (ii) whether we or you develop the site, and (iii) what services we provide to you during the development process. If the site is developed by you after we acquire it, you will be required to pay a fee of $25,000 plus our out of pocket costs and other expenses and any internal overhead or other charges we incurred in connection with the acquisition, investigation and development of the site. None of the costs and fees associated with Company-initiated sites are refundable.

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty (other than Royalty for Games & Devices)	5% of Gross Sales (unless eligible for a temporary reduction under our Development Incentive Program)	Payable monthly on the 15th day of the next month For nontraditional locations, payable weekly on Friday for the prior week.	The royalty rate may be higher or lower than five percent (5%), as negotiated, in the following circumstances: (i) at nontraditional locations if, in the Company's opinion, the costs are substantially different than at a traditional location; (ii) in a market that is new to the brand; (iii) if the Company offers a financial incentive program, and you meet the requirements of the program; (iv) in connection with the settlement of a legal dispute; and (v) in limited circumstances, at the Company's discretion, if a Company-operated site is being franchised. Based upon these factors, franchisees pay royalty rates of 0% - 12.5%. Under our current Development Incentive Program, developers who build restaurants in accordance with the required time frames and who meet certain other requirements may choose an option to receive a royalty reduction to (i) 0% for the first three years of the Franchise Agreement; (ii) 2% for the fourth year; (iii) 3% for the fifth year; and (iv) 4% for the sixth year. "Gross Sales" is defined in Section 8.C. of the Franchise Agreement and Section 7.C. of the Nontraditional License Agreement.
Royalty for Games and Devices	40% of net revenues from such games and devices	Payable quarterly or as negotiated	"Games and Devices" means coin, token, card or internet devices like pay telephones, cash, credit or debit machines (including automated teller machines), newspaper stands, slot machines, wireless, or similar machines.
Marketing fee	5% of Gross Sales	Payable monthly on the 15th day of the next month For nontraditional locations, payable weekly on Friday for the prior week.	The percentage may increase upon majority vote. The Company and Franchise Operators have one vote for each restaurant that they operate and that pays the standard marketing fee; however, the Company's votes will never fall below 20% of all total votes, regardless of the number of restaurants it operates. Increases are capped at 0.5% of Gross Sales in any 24-month period. Marketing Fees may be different at nontraditional locations and in other rare circumstances. The typical Marketing Fee for nontraditional locations is 1% of Gross Sales, but we may modify this fee.

Type of Fee	Amount	Due Date	Remarks
Rent	Minimum and percentage rent, if you rent a restaurant location from us (as negotiated) Additional rent if the Franchisee chooses to have the Company build the restaurant (available under our Development Incentive Program)	Minimum and additional rent is due in advance on the first day of each month. Percentage rent is payable monthly on the 15th day of the next month	If you lease a restaurant location from us or our affiliates, you will pay the higher of monthly minimum rent, or a percentage rent based on each month's Gross Sales. The amount of your rent will be determined based upon the minimum rent we pay and the sales at the restaurant. The typical percentage rent is about 9.5%. Under our current Development Incentive Program, developers who build restaurants in accordance with the required time frames and who meet certain other requirements may choose to have the Company build the restaurant and charge you additional rent equal to the amount of the development costs amortized over 20 years. The availability of this option may be limited to certain circumstances.
Common Area Maintenance charges, property taxes, and other assessments	Varies, based on the individual lease, if you rent a restaurant location from us (as negotiated)	Varies, but typically due with minimum rent in advance on the first day of each month	If you lease a restaurant location from us or our affiliates, in addition to any rent obligations, you may also be responsible for the location's Common Area Maintenance charges, property taxes, and other similar assessments. Whether you will be responsible for such charges and the amount of such charges will be determined based upon the lease negotiated for the restaurant.
Sale or assignment fee	Up to $2,500 per restaurant	Upon demand	No fee is imposed for transfers to an entity that is wholly owned by the persons who have signed the franchise agreement if the same percentage of ownership among the owners is maintained after the transfer.
IT Base Services	$300 - $500 per restaurant + project costs	As agreed	Includes all base IT services required to run your restaurant, including, but not limited to, POS software license and hardware maintenance, Back Office Software license, Timekeeping System maintenance, menu management, RTS Call Center services, voicemail account, and Next Generation Network (NGN). Also includes any ongoing projects and new technologies. See Exhibit S for a more complete schedule of the Base Services and related fees, which are subject to change on an annual basis. Additional optional services are available for an additional fee.
Jack's Ca$h	The then-current fee per restaurant	Monthly	For processing of Jack's Ca$h gift cards.
Stored Value Card Services Program Service Fee	The then-current fee	Monthly	Services in connection with the administration of a Gift Card Program.

Type of Fee	Amount	Due Date	Remarks
Financial Audit/ Food Safety Re-audit	Cost of inspection or audit	Upon demand	Payable only if (a) financial audit shows an understatement of one percent (1%) or more of Gross Sales for the period covered by the audit, (b) audit is as a result of your failure to timely furnish financial statements, reports, supporting records or other information required by the franchise agreement, or (c) you have failed a food safety audit. The cost of a financial audit includes charges for independent accountants, outside attorneys' fees, and travel costs and a reasonable per-diem charge for employees of the Company. The cost of a food safety re-audit is approximately $250.
Supplier / Distributor / Approval and Review Fee	Varies, based on costs of inspection, laboratory fees and travel costs	Upon completion of inspection and issuance of approval or disapproval	Charged if you request approval of an alternative vendor for a product or service and two or more such vendors are already approved.
Service charge on overdue amounts	The lesser of 18% or maximum rate permitted by law.	Upon demand	We are currently charging 12%.
Equipment	Varies	Upon purchase of a company-operated site. If equipment is leased, monthly payments.	See Items 7 and 10. If you are selected to test a menu item, you may also be required to purchase from us certain equipment to produce and sell the items being tested.
Additional training and materials	Varies	Upon demand	The cost of training the Franchise Operator and one manager per new restaurant is included in the Initial Franchise Fee. The Company currently conducts certain other required training without charge for tuition, but reserves the right to charge tuition in the future. The first copy of basic training materials is provided to you free of charge. For any additional copies, you will be charged a fee approximately equal to our cost, plus shipping charges. These fees are incurred on an ongoing basis for new hires.
Indemnification	Varies	As incurred	You must reimburse the Company for claims against us relating to the construction or operation of your restaurant.
Taxes/Freight	Varies	As incurred	Taxes may apply on any of the above-related fees, as required by taxing authorities, and are in addition to the fees stated.

1. Licensees in Nontraditional Locations may pay reduced fees.
2. Unless otherwise indicated, all fees are imposed by and payable to Jack in the Box Inc., and are nonrefundable.

ITEM 7
ESTIMATED INITIAL INVESTMENT

A. YOUR ESTIMATED INITIAL INVESTMENT [1]

Type of Expenditure	Estimated Amount or Estimated Low -High Range	Method of Payment	When Due	To Whom Made
Development fee[2] (if applicable)	$25,000	Lump sum	At signing of Development Agreement	Us
Initial franchise fee[3]	$0 - $50,000	Lump sum	At signing of Franchise Agreement	Us
Fee for trade area survey analysis[4]	$3,500 - $7,000 (plus all expenses)	Lump sum	As agreed	Us
Land[5]	Not included	Not included	Not included	Not included
Fee for architect/ engineering services[6]	$85,000 - $225,000	As agreed	As agreed	Consultants
Environmental assessment[6, 7]	$2,500 - $34,000	As agreed	As agreed	Consultants
On-site improvements[8]	$175,000 - $775,000	As agreed	As incurred	Contractors, Vendors, Suppliers
Building Improvements[9]	$525,000 - $1,100,000	As agreed	As agreed	Contractors, Vendors, Suppliers
Furniture, fixtures and equipment[10]	$375,000 - $500,000	As agreed	As incurred	Suppliers
IT equipment and installation[11]	$45,000 - $60,000	As agreed	As agreed	Us or suppliers
Computer-related services and licensing[12]	$1,000	As agreed	Primarily	Us
Initial inventory	$12,000 - $20,000	As agreed	As incurred	Suppliers
Pre-opening training and inventory expenses[13]	$50,000 - $55,000	As agreed	As incurred	Employees
Pre-opening additional funds[14]	$14,000 - $17,000	As agreed	As incurred	Suppliers
Uniforms	$1,500 - $3,000	As agreed	As incurred	Suppliers
Operating cash	$1,200 - $3,000	As agreed	As incurred	Suppliers
Business licenses and utility deposits[15]	$500 - $3,000	As agreed	As incurred	Utilities
Additional funds[16] (3 months)	$165,300 - $458,600	As agreed	As incurred	Employees, suppliers, utilities
Total estimated cost for prototypical MK9 or MK10-Style restaurant (excluding land, financing and certain other costs)[17]	**$1,481,500 - $3,336,600**			

(1) These initial investment figures are based on Company-developed restaurant costs to open MK9 and MK10 prototypical buildings in fiscal years 2016 and 2017. Currently, the company has three (3) different prototypical buildings available for site-adaptation and use by franchise operators that have been designed to support varying site conditions such as property size, property shape, and preferred

building orientation. The prototypical building types are the MK9, MK10, and MK11 styles. All portions of the initial investment paid to the Company are fully earned by the Company when paid, and are not refundable. Your financing cost may affect your total investment significantly. You may, or may not, incur all the costs identified, and you may incur other costs that are specific to your project. The total capital cost to develop a Jack in the Box restaurant per our 10-K guidance is between $1,300,000 and $2,400,000.

(2) We describe the Development Fee in Item 5. Under the Development Incentive Program, the development fee may be waived.

(3) We describe the Initial Franchise Fee in Item 5.

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

(5) The cost of land will vary widely, depending upon size and location of the property and whether you purchase or own the land or enter into a lease arrangement therefore. (See Exhibit N, Lease Agreement, for a description of lease terms if you lease from JIB.) The size of property necessary to develop a new JIB restaurant can vary greatly depending upon, but not limited to, the size of the building constructed, applicable development code requirements and zoning restrictions, as well as other influences such as access and parking agreements with adjoining properties, landlord or other third party requirements. Typical physical site criteria would include approximately 25,000 - 40,000 square feet, minimum of 150 feet of frontage, adequate access into and out of the property, ability to accept deliveries from a 57' tractor-trailer truck, and a dedicated parking area to accommodate 19 - 40 spaces depending on site-specific requirements.

(6) Consulting costs will vary based upon the documentation necessary to obtain all of the project's development-related approvals which may include, but are not limited to, landlord, third party, zoning, planning commission, building/municipal, signage, health, fire, and other agency approvals. Consultants typically hired by you may include, architects, permit expediters, zoning consultants, landscape architects, structural engineers, utility designers, fire sprinkler engineers, land surveyors, geotechnical engineers, mechanical, electrical, and plumbing engineers, outside project managers, and construction testing consultants. Consulting costs do not include the actual fees paid for permits and approvals to municipal and other agencies.

(7) Environmental assessment costs tend to be site-specific in nature and can vary based upon where a property is located, a property's former use(s), the use(s) of neighboring properties, and a property's existing conditions. A "Phase One" assessment involves title research and can cost approximately $2,500 to $4,000. The cost of a "Phase Two" assessment typically varies because some amount of borings, well sampling, and invasive testing may need to be completed on the property and will normally, range from $10,000 to 30,000. "Phase Three" assessments involve the development of a clean-up mitigation plan to address on-site contamination. By their site-specific nature, the costs for a Phase Three will vary significantly, and these costs have been excluded.

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

(9) Building improvements are those work scope items that are necessary to develop the entire building structure (new build) including all designated finish-out materials as required and will typically include, but are not limited to, foundation, framing, mechanical, electrical, plumbing, masonry and other exterior finishes, metalwork, roofing, insulation, glazing, and all interior floor, wall, and ceiling finishes, lighting, painting. The Company compiled these estimates based on its experience developing its prototypical buildings where there were no unusual conditions such as special architecture or finishes. This

estimate does not include the costs of building permits; on-site or off-site site improvements which have been discussed in (8) above. Construction costs can vary significantly based upon size of the building, materials and methods specified in the construction documents, as well as other geographical, regional, and municipal influences. New restaurant development projects that will include the conversion and remodel of an existing building will likely have their own site-specific scope of work and cost structure necessary to successfully adapt the existing building designs so they conform to brand image and operational standards, and as such, are not included.

(10) Furniture, fixtures, and equipment costs are affected by the sign package, kitchen configuration and dining room size. Excludes security equipment.

(11) Includes purchase and installation of Back-Office PC, Web-based mobile training device, point-of-sale system, kitchen display equipment, speed of service equipment, network infrastructure equipment, and order confirmation system.

(12) The computer-related licensing fees are POS Software.

(13) The pre-opening training and inventory expenses in a new market can be significantly higher.

(14) "Pre-opening additional funds" include any miscellaneous expenses required before the restaurant opens, but excludes the following; rent related items, property taxes, labor and food cost. Costs may vary widely depending upon your restaurant location, economic conditions, and competition.

(15) Business licenses and utility deposits costs vary greatly by municipality and state.

(16) "Additional funds" include the following for the first three (3) months of operations: initial employee wages; management compensation; ongoing purchases of inventory of food and supplies; utilities; repairs and maintenance; and insurance (annual premium). It excludes income taxes, officer compensation, Workers' compensation insurance, property insurance, general and administrative expenses, interest, other income and expense, royalties, marketing fees, depreciation, rent, taxes and license expenses, other labor expenses, bonuses, travel expenses, and cash overage/shortage. You may have additional expenses starting the business. Costs may vary widely depending upon your restaurant location, sales volume, staffing choices, management skill and experience, economic conditions, the labor market, and competition.

(17) Financing rates, lease rates, cash injection, loan or lease fees, creditworthiness, lender selection and interest rates, closing costs and factors may vary greatly, and will significantly affect your initial investment. The Company may offer some limited financing. (See Item 10.)

If you are developing a Non-traditional Restaurant, certain categories of the identified costs may vary significantly from those disclosed above. We anticipate that at least the following expenditures will vary from those previously stated: You will not pay any Development Fee. The Initial Franchise Fee will be $25,000. On-Site Improvements are likely to range from $0 to $400,000. On-Site Improvement costs will vary depending on whether exterior site area improvements will be part of your development. Building or space improvement costs will vary depending on the size of the space being leased, type of finishes specified, how much back of house infrastructure may be shared with other tenants, if there is dining room area included in your development, as well as other site-specific development costs based upon landlord, regional, local, or municipal influences, and are likely to range from $370,000 to $700,000 and up. Like the building or space improvement cost influences noted above, furnishings, fixtures and equipment costs will vary and are likely to range from $250,000 to $425,000. An environmental assessment will likely range from $2,500 to $34,000. All other initial costs disclosed above are expected to be approximately the same for both traditional and non-traditional restaurants. Accordingly, we anticipate that the overall cost for a non-traditional restaurant will likely range from $990,000 to $2,300,000.

B. INITIAL INVESTMENT IF EXISTING RESTAURANT IS PURCHASED

If you purchase an existing *Jack in the Box* restaurant from us, your costs will be different from those stated under A. above. You will pay a negotiated price for the ongoing business, including fixtures, furniture, and equipment, plus costs for existing inventory. If you buy one of certain older restaurants from us, you will be required to remodel the restaurant within a designated time frame after acquisition. You will receive a remodel incentive credited at closing to remodel the restaurant, but if you do fail to remodel the restaurant within the time frame required, you will be required to reimburse us the incentive amount. You may also be required to enter into a lease with vendors for certain equipment that has already been installed at the restaurant.

If you purchase an existing restaurant from us, you are taking the restaurant in "as-is" condition and are responsible for resolving any maintenance and repair issues that may exist.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must adhere to Company standards and specifications in the development and operation of your restaurant. The Company's standards and specifications apply to the vast majority of goods, services, supplies, uniforms, fixtures, equipment, real estate and inventory items you will use. All standards and specifications are developed by the Company in its sole discretion, and may be modified by the Company at any time. Standards and some specifications are provided to you in the Company's manuals and other written materials. If you ask the Company to evaluate a supplier for possible approval, the Company may issue its specifications to the supplier, pending final approval by the Company, if the supplier signs the Company's confidentiality agreement and General Manufacturing Requirements document. There are only a small number of products or services that are not subject to our standards and specifications, such as maintenance and repair services, security equipment or services, landscaping, and certain cleaning supplies and paper products.

Real Estate and Building. The Company does not require you to purchase or lease real estate from us in order to develop a *Jack in the Box* restaurant, but the Company has the right to approve or disapprove sites. Our approval of a site is no representation, promise, or guarantee of its success. If you purchase a franchise for a restaurant currently operated by the Company, you will be required to lease or sublease the real estate from us. In many major markets that contain both Company and franchisee restaurants, you will be required to use our approved real estate broker(s) to identify sites to develop.

The Company has standards and specifications relating to the building design for *Jack in the Box* restaurants. You do not need to purchase design or construction services from us or a JIB-approved supplier, other than brand-specific items as discussed below; however, we do require that your contractors, consultants, vendors,

and suppliers be properly licensed, that your architect(s) be on-boarded by us and be approved by us (at our sole discretion) to be able to access the project management system as needed for the exchange of plans, specifications, and other resources, and that they follow processes in place for the review, editing, and approval of all designs and construction documents. The designs, standards and specifications of the prototypical buildings are created and maintained by the Company, and we may modify them from time to time. If you are building or remodeling a restaurant, the Company will give you and your architect access to the current designs, standards, and specifications for the various aspects and components of a prototypical *Jack in the Box* restaurant.

We are at the early stages of releasing a system-wide remodel program for specific building types. Details for the remodel program will be released to impacted existing franchisees. The program will require franchise operators to remodel some of their existing restaurants and use JIB-approved architects for properties owned by JIB.

Computers, Fixtures, Furniture and Equipment. As a franchisee, you will be required to buy certain computer software, peripheral equipment and technology services from us, as described in Items 5 and 11, and you will be required to purchase or lease specified restaurant, technology equipment, furniture, décor, and signage only from our approved suppliers. Other than that, the Company does not require you to purchase or lease furniture, fixtures, or equipment directly from us; however, if you purchase a franchise for a restaurant currently operated by the Company, you will be required to purchase the existing business assets from us, including computers, furniture, fixtures, equipment, and inventory.

In the fiscal year ending October 1, 2017, the Company and its affiliates received revenue of approximately $0.5 million (or 0.03% of the Company's total annual revenue of approximately $1.5 billion) from leasing equipment to franchisees. These amounts were almost entirely offset by costs. The Company also received revenue of approximately $232 million (or 14.9% of the Company's total annual revenue of approximately $1.6 billion) of rental income from leasing real property to franchisees.

Food, Packaging, Smallwares, Chemicals, and Uniforms. You must purchase and use in your restaurant only those food, chemicals, uniform, and packaging items that are approved by the Company. In most cases, those items must be purchased from and distributed by suppliers that are approved or designated by the Company. You may be required to participate in testing new products, services or equipment; and there may be certain test items, such as promotional items, specialized food preparation utensils, or food products, that must be purchased through the Company.

The Company does not issue specifications for food, chemicals, packaging, smallwares and uniforms directly to franchisees. Those specifications are provided to the approved suppliers. The Company may change approved suppliers at any time. The Company is an approved supplier for only a small number of items, such as certain technology services and promotional items.

If you want to purchase any company-specified item from any source other than an existing approved supplier, you must send us a written request for approval of the proposed supplier. We generally make a determination on the approval of new suppliers within three to six months, although that time frame can vary depending on the circumstances. You may not purchase from any supplier until that supplier has been approved in writing by the Company. In most cases, we require that the Company or its agents be permitted to inspect the supplier's facilities, and that the supplier send samples for evaluation and testing to the Company, or at our option, to a laboratory designated by us. In addition, the Company may evaluate the supplier's adherence to, among other things, food safety, quality, sanitation, environmental, and human rights and animal welfare programs; ability to make a product safely and to specifications; production, storage and delivery capabilities; financial condition; willingness to protect the Company's confidential information; integrity of ownership and management; potential conflicts of interest; and ability to comply with the provisions of our Vendor Code of Conduct.

Certain criteria for supplier approval are contained in the Approved Supplier Manual. The time we need to approve or disapprove a supplier varies depending on a number of factors, including the complexity of the product or equipment, and competing business imperatives. When there are already two (2) approved suppliers for an item, the Company can require a fee from the proposed new supplier or the requestor to cover the reasonable costs and expenses of inspection and approval, including expenses relating to travel, testing, training supplier employees, and coordinating product rollouts. The Company may limit the number of approved suppliers for any given item.

The Company requires that suppliers consistently comply with all of the Company's standards, specifications, and contractual expectations. This may include, without limitation, programs, access requirements, third party audit requirements, initial and ongoing sampling requirements and microbiological surveillance programs. We visit and inspect the approved suppliers' facilities on a continuing basis for announced and unannounced inspections, and independently evaluate and test the products the suppliers are producing. Termination of a supplier as an approved supplier occurs by written notice to the supplier. If a supplier is no longer approved, we will notify all approved distributors and may notify individual franchisees. Upon receipt of written notice of a revocation of approval, you must stop selling any unapproved products, and stop buying from the unapproved supplier. The company will determine an appropriate supplier and/or product replacement for you.

The Company estimates that from eighty-five percent (85%) to ninety-five percent (95%) of the total costs associated with developing a franchised *Jack in the Box* restaurant (excluding the development fee and Initial Franchise Fee), and from forty-five percent (45%) to sixty-five percent (65%) of the total annual costs associated with the ongoing operation of a franchised *Jack in the Box* restaurant (excluding rent), relate to items that must conform to the Company's specifications or be purchased from us or our approved suppliers.

During fiscal year 2017, the Company received marketing-related reimbursements and/or services from suppliers, with an approximate value of $1,400,000. All such funds are contributed to the Marketing Fund.

The Company and its franchisees now purchase almost all food and beverage products through third-party distributors. The distributors purchase products from suppliers, then resell the product to the Company and franchisees. The Company negotiates price and certain other contract terms with the suppliers; conducts food safety and product quality testing, inspections and remediation activities; manages product tests, rollouts and related product obsolescence; reviews distribution charges and performance; and participates in distribution councils and dispute resolutions. For those services, the Company receives a Sourcing Fee from franchisees who use the third-party distributor. The amount of the Sourcing Fee is determined each year in consultation with a franchisee/franchisor committee, and is currently a per-unit charge of eleven cents ($0.11) (a unit is a case of goods sold through the distribution network). The Sourcing Fee is collected by our third-party distributors in connection with sales to both franchised and Company restaurants, and is forwarded on to us. In fiscal year 2017, JIB received total Sourcing Fees of approximately $4,030,092, and any unused funds were returned to franchisees on a pro-rata basis.

The Company collects a fee to cover any write-off of obsolete inventory at the end of a promotion or in the event of menu item deletions ("Customer Fund Fee"). The amount of the Customer Fund fee is determined each year by the Company in consultation with a franchisee/franchisor committee. This fee is currently a per-unit charge of $0.03 cents (a unit is a case of goods sold through the distributers). The fee is collected by distributors in connection with sales to both franchised and company owned restaurants. We reconcile the Customer Fund every period and, at the end of each fiscal year, remaining funds are returned to the franchised and company units on a pro-rata basis. In Fiscal Year 2017, the Company received total Customer Fund Fees of $1,164,737, a large portion of which was returned to franchisees on a pro rata basis.

We do not provide franchisees any material benefits based on their purchase of particular products or services, or their use of particular suppliers.

None of the officers of the Company own a substantial interest in any of our third-party approved suppliers. Several of our officers own an interest in the Company.

As stated above, franchisees purchase product through third-party distributors. The contract terms that the Company has negotiated with its primary suppliers (including with the third-party distributors) are made available to franchisees that enter into a participation agreement with the Company and the third-party distributors. Franchisees that choose not to use the Company's third-party distributors can negotiate their own contracts with another approved distributor and approved supplier, and are not bound by the terms we negotiate.

The Company may negotiate contract terms with suppliers of products or services other than food and packaging, such as equipment suppliers or credit card processors. While we often ask suppliers to offer the same contract terms to our franchisees, we cannot assure that this will happen, or what terms ultimately will be made available to franchisees.

Insurance. You must obtain and maintain, at your sole expense, all of the insurance coverage that the Company requires. Company may place restrictions or requirements on the insurance you must purchase, which can be modified from time to time.

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	Sections 1., 3. and 5.B. of Franchise Agreement; Sections 7.A. and 8.A. of Development Agreement; Sections 1., 3, and 5.B. of Nontraditional License Agreement	Items 8 and 11
b.	Pre-opening purchases/lease	Not applicable	Items 5, 7 and 8
c.	Site development and other pre-opening requirements	Section 5.B. of Franchise Agreement; Section 9. of Development Agreement; Section 5.B. of Nontraditional License Agreement	Items 8 and 11
d.	Initial and ongoing training	Sections 5.J and 7. of Franchise Agreement; Section 6. of Nontraditional License Agreement	Item 11
e.	Opening	Section 9. of Development Agreement	Item 11
f.	Fees	Sections 2., 8. and 14 of Franchise Agreement; Section 11.D. of Development Agreement Section 2., 7. and 14. of Nontraditional License Agreement	Items 5 and 6
g.	Compliance with standards and policies/Operating Manual	Section 5. of Franchise Agreement; Section 5. of Nontraditional License Agreement	Items 11 and 14
h.	Trademarks and proprietary information	Sections 5.A., 5.C., 5.L., 5.M., 10., and 11. of Franchise Agreement; Section 22. of Development Agreement; Sections 5.A., 5.C., 5.K., 9. and 10. of Nontraditional License Agreement	Items 13 and 14

Obligation		Section in Agreement	Item in Disclosure Document
i.	Restrictions on products/services offered	Section 5. of Franchise Agreement; Section 5. of Nontraditional License Agreement	Item 16
j.	Warranty and customer service requirements	Not applicable	Not applicable
k.	Territorial, development and sales quota	Section 7. of Development Agreement	Not applicable
l.	Ongoing product/service purchases	Sections 5.D., 5.E., and 5.F. of Franchise Agreement; Sections 5.D., 5.E., and 5.F. of Nontraditional License Agreement	Item 8
m.	Maintenance, appearance and remodeling requirements	Sections 5.A., 5.B., 5.C., 5.D., and 5.E. of Franchise Agreement; Section 5. of Nontraditional License Agreement	Not applicable
n.	Insurance	Section 12. of Franchise Agreement; Section 15.B. of Development Agreement; Section 11. of Nontraditional License Agreement	Items 7 and 8
o.	Advertising	Section 5.L. and 8.B. of Franchise Agreement; Sections 5.K. and 7.B of Nontraditional License Agreement	Items 6 and 11
p.	Indemnification	Section 13. of Franchise Agreement; Section 15. of Development Agreement; Section 12. of Nontraditional License Agreement	Item 6
q.	Owner's participation/ management/staffing	Sections 4., 5.J., 5.O., 7., and 20.G. of Franchise Agreement; Section 6. of Development Agreement; Sections 4., 5.I., and 5.M. of Nontraditional License Agreement	Item 15
r.	Records/reports	Section 9. of Franchise Agreement; Section 8. of Nontraditional License Agreement	Item 6
s.	Inspections/audits	Sections 5.N. and 9.D. of Franchise Agreement; Sections 5.L.; 8.E. of Nontraditional License Agreement	Item 6 and 11
t.	Transfer	Sections 14., 15., and 16. of Franchise Agreement; Sections 10., 11., and 12. of Development Agreement; Sections 13. and 14. of Nontraditional License Agreement	Items 17
u.	Renewal	Section 1. of Franchise Agreement; Section 1. of Nontraditional License Agreement	Item 17
v.	Post-termination obligations	Sections 18. and 20.I. of Franchise Agreement; Sections 16.B and 16.C. of Development Agreement; Section 16. of Nontraditional License Agreement	Item 17

Obligation		Section in Agreement	Item in Disclosure Document
w.	Non-competition covenants	Section 19. of Franchise Agreement; Section 17. of Nontraditional License Agreement	Item 17
x.	Dispute resolution	Sections 20.C., 20.D, and 20.E of Franchise Agreement; Section 18.B. of Nontraditional License Agreement	Item 17
y.	Taxes and compliance with law	Sections 4.E., 5.K., 9.C, 18.D., and 18.I of Franchise Agreement; Sections 8.H., 10., and 13. of Development Agreement; Sections 4.F., 5.J. and 8.D. of Nontraditional License Agreement	Item 17
z.	Compliance with other agreements	Section 17. of Franchise Agreement; Section 16 of Nontraditional License Agreement	None

ITEM 10
FINANCING

The Company does not regularly offer financing in connection with the establishment or operation of new franchised restaurants. In some circumstances, however, the Company may offer short-term (typically 90 days) bridge financing of up to eighty percent (80%) of the purchase price of the restaurant if you are not able to secure the financing from other sources at the time of the closing of the transaction. The Company may also offer longer-term mezzanine financing for up to twenty percent (20%) of the purchase price of the restaurant if you are not able to obtain complete financing from other sources. This mezzanine financing is generally repayable within twenty-four (24) months. The interest rate on the financing is negotiated, but it is typically between 5% and 10%. You are required to make monthly payments on the loan, but there is no prepayment penalty. If such financing is provided, the Company takes a security interest in all *Jack in the Box* restaurants subject to such financing. If you default under any such financing arrangement, the Company has the right to accelerate the principal and interest under the financing agreement, and demand payment on any other amounts you may owe to the Company or its affiliates (see Exhibit M, Promissory Note).

In limited circumstances, the Company may offer build-to-suit arrangements to assist you in meeting construction obligations. In such instances, the Company completes the acquisition and construction of the site, and then leases the land and newly constructed building and improvements to you. The rent payable by you under the lease is negotiated, as are periodic rent increases. As part of the build-to-suit arrangement, the Company will negotiate with you to allow you the option of eliminating the building rent by making a lump sum payment to the Company at a future date.

In other limited circumstances, under our current Development Incentive Program, if you open the restaurant in accordance with the time frames specified in the Development Agreement, and certain other requirements are met, you may also choose an option where the Company will loan you $250,000 at zero percent (0%) interest after ground break to be used toward development costs. The loan must be repaid by crediting 100% of the royalties that would otherwise have been due and payable until the Note is paid in full; and, unless it has already been repaid, is due in full when the developed restaurant is sold or closed. Under this loan agreement, (i) you will be required to sign a Promissory Note (see Exhibit M); (ii) no security interest is required by the Company; (iii) no one other than you, as franchisee, must personally guarantee the debt; and (iv) the debt can be prepaid without any penalty.

If you default on the Promissory Note, you will incur potential liabilities, including: (i) an accelerated obligation to pay the entire amount due; (ii) obligations to pay the prevailing party's court costs and reasonable attorneys' fees incurred in collecting the debt; (iii) liabilities from cross defaults under any Franchise Agreement(s), Lease Agreement(s), or other related agreement(s) between you and the Company; and (iv) termination of the franchise. This loan agreement does not require you to waive defenses or other legal rights or bar you from asserting a defense against the Company. It is not the Company's practice or intent to sell, assign, or discount to a third party all or part of the loan arrangement.

If you are franchising an existing Company-operated restaurant, then:

- We may allow you to pay the standard franchise fee in annual installments.
- If the restaurant is on real property currently owned or leased by us, you may be required to lease or sublease the premises from us. The Lease Agreement is a standard commercial lease under which you pay rent to the Company for use of the premises. The Lease Agreement does not contain any financing terms. (See Exhibit N, Lease Agreement.)
- If there is a significant possibility that the restaurant will close for any reason within a few years, we may, in our sole discretion, allow you to pay for the restaurant in two (2) installments, with the second payment coming due if and when it is clear that the restaurant will remain open for ten (10) years or more. No financing terms are included in any such agreement.

We may, upon request, try to help you locate a source of financial assistance. We will not charge a fee or receive other compensation for this service.

The Franchise Agreement gives us a first-priority security interest in the business assets of your *Jack in the Box* restaurant in order to secure payment of all amounts that you may owe to us under the Franchise Agreement and any other agreements you may have with us. Granting us a security interest in these assets may impair your ability to obtain financing from other potential lenders. In order to facilitate your efforts to obtain financing, we may agree to subordinate our security interest to the security interest of another lender, but only under certain conditions.

We presently offer to act as a broker to purchase certain equipment for franchised *Jack in the Box* restaurants, as discussed in the Equipment Brokerage Agreement and the Master Technology Agreement. (See Exhibits R and S.) If you participate, the Company will charge you a standard eight percent (8%) mark-up on all equipment purchased, with the exception of certain technology equipment, for which there is no mark-up. Payment is due when required by the invoices. The Company reserves the right to take a security interest in any equipment purchased. The duration, terms and conditions of the program are subject to change at any time at the Company's sole discretion. We may limit or eliminate our equipment broker program at any time.

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

Except as listed below, the Company is not required to provide you with any assistance.

Pre-Opening Assistance

If you are a Developer, the Company must approve or disapprove your proposed site after you have submitted a completed Site Acquisition Package, which is described in the Development Agreement. We consider many factors when deciding whether or not to approve a site, including the size of the property, ingress, egress, geography, traffic count, traffic patterns, parking, drive-thru availability, physical characteristics of existing buildings, demographics, proposed building and kitchen style, lease terms, and the location of other restaurants in the area, among others. The Company will communicate to you its approval or disapproval of a site within a reasonable time, not to exceed ninety (90) days. If we cannot agree upon a site, you may be held in default of the Development Agreement, you could lose any Development Fee you paid, and the Development Agreement could be terminated. (See Exhibit K, Development Agreement, Section 8C.) The Company's approval of a site is not a representation that the site will be successful.

The Company has no obligation to help you locate a site. You are responsible for locating a site, negotiating the purchase or lease of the site, and arranging for appropriate financing. (See Exhibit K, Development Agreement, Section 8D.) However, the Company may locate a site and offer it to you with various options for development, in which case there may be additional fees as described in Item 5.

If you are a Developer, and the Company has approved your proposed ground-up site, the Company must provide you with one set of existing prototypical plans for your selected prototype building which are to be used by your approved architect for site adaptation purposes when developing the new restaurant's permit and construction documents. (For Nontraditional Locations, we will provide you with specifications and standards, but we may not provide you with prototypical plans.) Except as otherwise

agreed, you are responsible for all aspects of the project management, due-diligence, design, entitlement, permitting, and construction. This includes, but is not limited to, hiring the necessary consultants, approved architects, engineers and contractors, and ensuring that the building is constructed in compliance with all ordinances and codes, as well as in compliance with the Company's specifications. (See Exhibit K, Development Agreement, Section 8D.) The Company must also provide you with specifications for equipment, signs and fixtures, opening inventory, supplies and most other materials needed to open the restaurant. The Company will provide you with a list of approved suppliers for all items where approved suppliers are required.

Regardless of whether you develop a site or are buying an existing *Jack in the Box* restaurant, the Company must provide training to the franchise operator. The Company must also provide training for one restaurant manager, unless you are buying an existing restaurant and choose to retain the then-current restaurant manager. See "Training" below for more information.

We will provide franchisees access to or copies of our confidential standards, policies, procedures, and other manuals. You may view these documents under the supervision of our representative at a mutually convenient time and place before you sign a Franchise Agreement. Before that review, you must sign a confidentiality agreement.

Time Between Signing a Contract/Paying Fees and Opening of Restaurant

The typical length of time between the date you first sign a contract with us or pay us any money, and the date your restaurant opens, depends upon whether you are a Developer or you are franchising an existing restaurant. If you are developing a site, it typically takes about twenty-four (24) to thirty-six (36) months after signing the Development Agreement to open the first restaurant, depending upon restaurant location and other factors. If you are franchising an existing restaurant, it typically takes between eight (8) and twelve (12) weeks after signing the Letter of Intent and paying a deposit to us to take over operations of the restaurant. These time frames can vary considerably based on the time it takes to construct a restaurant, obtain financing, secure permitting, and hire and train your workforce, among other things.

Post-opening Assistance

After your restaurant is open, the Company will continue to offer you and your employees access to certain basic training materials. See "Training" below for more information.

The Company must also provide information on the preparation of new products and other new procedures. The Company will train you on those new procedures and if necessary provide training materials to assist you in training your employees on those new procedures. (See Exhibit J-1, Franchise Agreement, Section 7.) Currently, the first copy of the training materials is free of charge, but the Company may charge you for

access to additional copies, subject to the provisions in Item 14.

The Company must provide consultation and advice from time to time concerning the operation of the restaurant, merchandising and local store marketing, as we deem appropriate. (See Exhibit J-1, Franchise Agreement, Section 6.)

After the restaurant opens, we may require that you, your Designated Market Operator, and/or one Certified Franchise Restaurant Manager attend additional or refresher training programs. If such training is required, training will be offered without charge to you, but you will be responsible for paying the salary of your manager, as well as any travel, living and personal expenses for you and your employee while taking the training. (See Exhibit J-1, Franchise Agreement, Section 7.)

The Advertising Program

The Company develops and executes marketing programs and activities for the *Jack in the Box* brand and directs, prepares and/or places advertising, promotions and/or communications to build the brand. The marketing programs and activities may include, but are not limited to: preparing and conducting digital, social, television, radio, magazine, and newspaper advertising campaigns; purchasing radio, television, digital, social, magazine, newspaper and other media for the distribution of advertising campaigns; advertising through direct mail and outdoor billboards; preparing and conducting marketing/brand surveys and research, which may include awareness and usage surveys, focus groups, marketing surveys and consumer feedback surveys; public relations activities; research, development and testing of products, packaging, and concepts; brand positioning and marketing activation; preparing and executing e-mail and internet-based marketing programs; employing advertising, public relations, and branding agencies and other professional consultants; and providing point-of-purchase, collateral and other marketing materials to the restaurants operated under the System.

The Company has complete discretion regarding the choice of media outlets, whether the funds are spent at the local, regional, or national level, and whether to use in-house or national or regional advertising agencies. Media may appear across several outlets, including, but not limited to, television, radio, out-of-home, coupons, digital, mobile, online, Jack in the Box mobile app, and/or public relations events. The Company has no obligation to spend any amount in the area or territory where your restaurant may be located, unless you will be developing a restaurant in what we consider a "new market," and we have a written agreement to spend a specific amount on marketing in that market. (See Exhibit J-1, Franchise Agreement, Section 6.) Our general practice is to spend approximately twenty percent (20%) of the Marketing Fees in the market from which the fees were collected, and to collaborate with the franchisees on the market activities in their markets, but this practice may vary, and we may change that practice at any time.

Other than paying the Marketing Fee discussed below, you are not required to spend any additional amounts on advertising, although you may incur costs associated with marketing-related activities, such as loyalty program rewards or free or reduced-cost food promotions. If franchisees want to use marketing or advertising materials they have developed, including any internet-based advertising, they must obtain the Company's written approval before using them. (See Exhibit J-1, Franchise Agreement, Section 5.)

There is no franchisee advertising council that advises the Company on advertising policy; however, the Company has a Marketing Advisory Committee that advises regarding certain marketing-related matters. The committee includes both Company employees and franchisees, and serves in an advisory capacity only. The Company retains the right to change or dissolve the committee.

There are no advertising cooperatives.

Marketing programs and activities are paid for from the Marketing Fund (as that term is defined in the Franchise Agreement). The Marketing Fund is a combination of (a) the marketing fees paid by United States franchisees (in an amount equal to the percentage paid by all traditional *Jack in the Box* restaurants in the system, which is currently five percent (5%) for traditional locations), and (b) an amount contributed by the Company of no less than five percent (5%) of the Gross Sales of its traditional Company-owned and -operated *Jack in the Box* restaurants. (See Exhibit J-1, Franchise Agreement, Section 8.B.) In addition to restaurant contributions, we occasionally receive money from vendors in support of marketing campaigns, but the sum collected from these vendors varies. All vendor receipts are recorded in a separate account within the Marketing Fund.

The Marketing Fund is administered by the Company, and is not audited. Information relating to the Marketing Fund, including information relating to Marketing Fund expenditures, budgets, and reports, is made available for review by Franchisee members of the Brand Building Council or designees of the National Jack in the Box Franchise Association (the "NFA") at their request, but no more than twice per year. Moreover, only if requested by the NFA, not more than annually, and at the expense of the Marketing Fund, independent auditors selected by JIB will review the Marketing Fund and will communicate the results of that review to franchisees.

If Marketing Fund contributions are not spent during the year contributed, or overspending occurs, the surplus or deficit is carried over to the following year. With the exception of very limited shared overhead expenses, none of the Marketing Fund is used to solicit new franchise sales.

During the last fiscal year, contributions to the Marketing Fund were spent as follows (in approximate percentages): 72.4% on media, 9.0% on agency fees, 6.7% on production, 5.8% on administrative expenses, and 6.1% on other expenses. The "other expenses" were for preparation and distribution of point-of-purchase advertising and

promotional materials, marketing research, product development and testing, brand development initiatives and data processing. There was no surplus or deficit of funds in fiscal year 2017.

Licensees of nontraditional restaurants pay a Marketing Fee, which is typically 1% of Gross Sales. The Company may spend that amount in its sole discretion for any marketing, promotional or advertising purpose the Company determines is appropriate. Licensees of nontraditional restaurants must, at all times through the term of the Nontraditional License Agreement, use reasonable efforts to advance the reputation of *Jack in the Box* restaurants and the products sold under the trademarks in order to increase the goodwill of the trademarks and the system. Before using any advertising materials, such Licensees must submit all advertising materials to us for approval, which we will not unreasonably withhold.

Computer System

You must use a Company-specified computer system. (See Exhibit J-1, Franchise Agreement, Section 5.E.) We estimate the cost to purchase the computer system to be $38,000-$40,000 and the cost to replace/upgrade the computer system to be $38,000-$40,000. The cost for computer support varies based on the type of equipment and services selected, but we estimate such cost is at least $300 per month. The computer system includes the following items:

(a) a Company-specific computer system, which runs the proprietary JIB Restaurant Management Software. The computer system includes a CPU, a monitor, and a laser printer, which must be purchased using the Company-approved specifications from a Company-approved vendor. The computer system also includes a time clock, brackets, cables and an applicable PC cabinet, which must be purchased from the Company. Costs are approximately $3,000, depending upon the configuration. We anticipate replacing this system with a new back office solution in 2018, and the costs may increase.

(b) a Company-specified point-of-sale ("POS") system that is integrated with the Company-specific computer system, and is used to collect data on sales, product mix, and inventory, among other things. The POS system will include Company-approved order terminals, kitchen video equipment, a web-based mobile training device, and a printer, and it may include other items such as cash drawers, receipt printers, customer interfacing POS integrated selling systems, POS integrated mobile payment systems, PCI compliant payment systems, integrated order confirmation boards, and drive-thru communications headsets. The cost of these additional items varies. (See Exhibit S.)

(c) the Next Generation Network (NGN) equipment and services, which includes a broadband connection, managed firewall & network switch, security services, private Wi-Fi, and, if selected, public Wi-Fi and and IoT Wi-Fi

backup network (satellite/4G) connectivity. The equipment and services are provided by Hughes Network Systems. (See Item 6 for charges.)

(d) Company-approved computer software and POS software. The software must be licensed or sublicensed from us. (See Item 5 for charges.)

You are also required to purchase certain computer support services from us at an approximate cost of $130 per month, plus backup connection charges, as necessary. (See Exhibit S.)

You must comply with JIB's mobile app, social media, and other technology-related standards and procedures, as they are established and modified by JIB.

You must keep your computer system, POS system, and network communication system in good maintenance and repair, and promptly install any upgrades, updates or changes to them as the Company directs. There are no contractual limitations on the frequency or cost of that work. The Company has no obligation to provide any ongoing maintenance, repairs, upgrades or updates for you.

The Company can access information and data from your computer system, POS system and network communication system. There are no contractual limitations on the Company's right to access such information and data. (See Exhibit J-1, Franchise Agreement, Section 5.E. and 5.F.)

You must be in full compliance with the payment Card Industry Data Security Standards (PCI-DSS). On an annual basis, you must prove to us your compliance with the PCI-DSS by providing: (a) an executed copy of the PCI-DSS assessment questionnaire; or (b) the PCI report on compliance.

Training

The following is a table showing the specific training courses that we offer to you and/or your employees. Additional information about the training follows the table, including where the training will take place.

TRAINING PROGRAM

				Requirements By Level			
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**	**TM**	**TL**	**RM**	**FO**
Welcome To Jack In The Box	0	1	Restaurant	X	X	X	X
Jack In The Box Basics	0	2	Restaurant	X	X	X	X
Assembly Workstation Training	0	8	Restaurant	X	X	X	X
Fryer Workstation Training	0	4	Restaurant	X	X	X	X
Grill Workstation Training	0	8	Restaurant	X	X	X	X
Guest Service Workstation Training	0	8	Restaurant	X	X	X	X
Prep Workstation Training	0	8	Restaurant	X	X	X	X

				Requirements By Level			
Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location	TM	TL	RM	FO
Receiving and Storage Training	0	2	Restaurant	X	X	X	X
Maintenance Workstation Training	0	8	Restaurant	X	X	X	X
Introduction To The Role of Team Leader	0	2	Restaurant		X	X	X
Communication, Coaching and Feedback	0	4	Restaurant		X	X	X
Food Safety For Team Leaders	0	4	Restaurant		X	X	X
Food Safety Checklist (FSC)	0	8	Restaurant		X	X	X
Administration Basics	0	8	Restaurant		X	X	X
Equipment and Troubleshooting	0	2	Restaurant		X	X	X
Training	0	8	Restaurant		X	X	X
Leading Your Team	0	8	Restaurant		X	X	X
Practice #1 Leading A Shift	0	8	Restaurant		X	X	X
Practice #2 Leading A Shift	0	8	Restaurant		X	X	X
Practice #3 Leading A Shift	0	8	Restaurant		X	X	X
Schedule DM/Field Leader Discussion with Trainee	0	8	Restaurant		X	X	X
Introduction To Management Training	0	2	Restaurant			X	X
Business Basics	0	2	Restaurant			X	X
Forecasting Sales Using 4Sight	0	6	Restaurant			X	X
Food Cost	0	8	Restaurant			X	X
Restaurant Ordering	0	8	Restaurant			X	X
Labor Scheduling	0	8	Restaurant			X	X
Guest Experience	0	2	Restaurant			X	X
Cash Management	0	4	Restaurant			X	X
Managing Cash Loss	0	4	Restaurant			X	X
Personnel Information Management	0	6	Restaurant			X	X
Well-Trained Employees	0	4	Restaurant			X	X
Jack's Timekeeping System	0	4	Restaurant			X	X
Time Management	0	2	Restaurant			X	X
Problem Solving	0	2	Restaurant			X	X
Leading For Success	0	4	Restaurant			X	X
Increasing Sales	0	2	Restaurant			X	X
Business Analysis (Led by a DM/Field Leader)	0	9	Restaurant			X	X
Leader-Led Training (coming soon)	0	4	Restaurant			X	X
Food Safety Management	9	0	3rd Party Vendor		*	X	X
TOTAL	9 hours	206 hours					

TM = Team Member
TL = Team Leader
RM = Restaurant Management
FO = Franchise Operator
x = Indicates required subject matter
* = If required by state or local law or regulation

The training hours listed are an estimate based on our expectations of what a typical prospective franchisee might require. However, because the Company's training program is proficiency-based and not time-based, the actual time needed to demonstrate proficiency in each training area may vary, and you may require less or more time training than listed here. The training subjects will routinely change, as will the minimum training requirements by level. The Franchise Operator and the restaurant employees will be required to complete the training provided by the Company, as indicated.

New Franchise Operator Training Program

Before your restaurant opens, the Company must provide the Franchise Operator (or, if applicable, a Designated Market Operator) with pre-opening training, as shown in the table above.

The training program for you is approximately ten (10) to twelve (12) weeks (400 hours) long, is offered as needed, and takes place in San Diego, California. The cost of your training is included in the Initial Franchise Fee, but you are responsible for paying travel, living and personal expenses while taking the training programs.

You (or, if applicable, a Designated Market Operator) must successfully complete the entire training program before you (or a Designated Market Operator) will be approved to operate a franchised restaurant.

Certified Franchise Restaurant Manager Training

In addition, before your restaurant opens, we must provide training for one of your employees to become a Certified Franchise Restaurant Manager. (See Exhibit J-1, Franchise Agreement, Section 7.) The Certified Franchise Restaurant Manager training program is shown in the table above. The training can take place in San Diego, California, or in some instances, at a location closer to the franchised restaurant.

The cost of the initial training of one restaurant manager per restaurant is included in the Initial Franchise Fee, but you are responsible for paying your manager's salary, as well as travel, living and personal expenses for you and your employee while taking the training programs. If your state or local jurisdiction requires additional training of more than one trained manager, you are responsible for the cost of that training.

Your restaurant manager must successfully complete the entire training program before you will be permitted to open your franchised restaurant.

Training for Other Employees

Before your restaurant opens, we will also give you and your employees access to our Tablet-Based Training Programs. You must ensure that all employees acting in the capacity of a "person in charge" of the restaurant (for example, team leader,

assistant manager, etc.) have completed, at a minimum, the Food Safety for Team Leaders course, the Food Safety Checklist course offered through Tablet-Based Training Programs, and Food Safety Management Certification, if required in your jurisdiction.

There are charges associated with setting up your tablet equipment, but there is currently no extra charge for obtaining access to the Tablet-Based Training Programs, although we reserve the right to charge for these programs in the future. You are responsible for paying your employees while they are engaged in training programs and training initiatives (e.g., new product training roll outs).

Although we are not required to do so, we may offer you the opportunity to have your employees attend certain additional training classes. We reserve the right to charge a fee for those classes and related materials.

Additional Information About Training

The training program is under the direction of Mark Blankenship, Executive Vice President, Chief People, Culture and Corporate Strategy Officer. Dr. Blankenship received both his master's and doctoral degrees in industrial and organizational psychology from the California School of Professional Psychology in San Diego. He earned his bachelor's degree in psychology from California State University in Sacramento. He has been employed by the Company since 1997.

Our training program is currently comprised of tablet-based training and on-the-job training ("OJT"), but we are testing alternative methods of delivering training, including via the internet. Tablet-based training must be completed in combination with, and never in lieu of, OJT. Tablet-based training is currently available at all restaurants. OJT is conducted in a restaurant by a specially trained Restaurant Manager. Tablet-Based Training Programs can be conducted by certified trainers who are employed by a franchisee. It is your responsibility to verify that employees who receive training have been properly trained. We may audit you or your employees or otherwise verify that you or your employees are properly trained.

The following list summarizes the training requirements you and your employees must meet before you will be permitted to take a restaurant under your operational control. (See Exhibit J-1, Franchise Agreement, Sections 6.E and 7.)

- The Franchise Operator must have successfully completed the training program discussed above and must demonstrate that he/she has the required knowledge, skills, and abilities.
- You must ensure that your restaurant is staffed by at least one person who has successfully completed the Company's Certified Franchise Restaurant Manager Training Program discussed above.
- If you have managerial employees above the restaurant level, they also must have successfully completed the Certified Franchise Restaurant Manager

Training Program at your expense.

- You must ensure that any other employee who is acting in the capacity of a "person in charge" of the restaurant (for example, team leader, assistant manager, etc.) has completed, at a minimum, the Food Safety for Team Leaders course and the Food Safety Checklist course offered through Tablet-Based Training Programs and OJT, as well as Food Safety Management Certification, if required in your jurisdiction. OJT validation is accomplished via, among other ways, workstation certifications.
- You must ensure that you and all of your employees have taken all courses required by state and local laws and ordinances, whether relating to food safety or otherwise, and are properly trained.
- You must ensure that you have conducted any other training that you feel is necessary or appropriate for your employees.

The Company may require you and your Certified Franchised Restaurant Manager to take additional or refresher training, including recertification training. If such training is required, we currently provide it without charge, but you will be responsible for any travel, living, and personal expenses incurred during the training. We may charge for such additional or refresher training in the future.

The Company must provide you with electronic access to the most current version of our reference documents, which contain standards and other information regarding the operation of a franchised restaurant. We must also provide you with any other written standards that comprise part of our operating system. (See Exhibit J-1, Franchise Agreement, Section 5.A.) There are charges associated with setting up and maintaining the computer system that displays the reference documents, but there is no extra charge for obtaining access to the reference documents. We will allow you to review the reference documents before you sign a franchise agreement if you sign a confidentiality agreement promising not to reveal any of the information contained in the reference documents. (See Exhibit E, Application Package.)

Our training program uses various training materials, including workbooks and participant guides. We currently provide training materials free of charge, but we may begin charging for some of those materials.

ITEM 12
TERRITORY

Franchise Agreement and Nontraditional License Agreement (Exhibits J-1 and J-2)

The Company only grants franchises for specific restaurant locations. You will not receive an exclusive territory. You may face competition from other franchisees, restaurants that we own, other channels of distribution we may use, or other brands that we control. You will have no right to relocate your business (although, in the past we have permitted franchisees to relocate their franchised business when there was a serious business impediment outside of their control and an offsetting location was

available in the immediate vicinity of the original restaurant). Neither the Franchise Agreement nor the Nontraditional License Agreement gives you the right to establish additional franchised or licensed restaurants, whether by option or right of first refusal.

There are no restrictions on the Company's right to establish *Jack in the Box* or other restaurants, or to franchise *Jack in the Box* or other restaurants near your restaurant. There are also no restrictions on the Company's right to sell any type of product or service through any other channel of distribution, such as the Internet, food trucks, or grocery stores, under the *Jack in the Box* trademarks or any other trademarks, or to license others to do so. Your franchise agreement will give you no right to sell products or services anywhere other than at your specific restaurant location.

Development Agreement (Exhibit K)

If you sign a Development Agreement, you will have the right and obligation to construct an agreed-upon number of *Jack in the Box* restaurants within a defined geographic area (the "Development Area") during the term of, and subject to the conditions defined in, the Development Agreement. All Development Areas will be specifically described in Development Agreements. In most cases, the Development Agreement gives you no option or right to increase, reduce or otherwise change your Development Area, the number of restaurants you must open, or the time period in which you must open the restaurants.

Under a Development Agreement, the Company agrees not to build new Company-owned *Jack in the Box* restaurants or allow any other person to build new *Jack in the Box* restaurants within the Development Area during the term of the Development Agreement, except at nontraditional venues or other locations specifically disclosed in the Development Agreement. However, if there is a restaurant already operating in the Development Area at the time you enter into a Development Agreement, the Company may allow it to operate, may buy the restaurant, or may allow it to be sold to a franchisee other than you. Development Areas may be designated at the Company's discretion in such manner as it deems appropriate.

You must obtain the Company's written approval of each location before you may develop it. If you are already operating one or more *Jack in the Box* restaurants, you must continue to operate those restaurants in full compliance with our Standards throughout the development process. Approximately three (3) months before you open a restaurant you have built, you must sign a Franchise Agreement with us, and pay any Initial Franchise Fee owed.

If you do not adhere to the Development Schedule, or if you violate any other term or condition of the Development Agreement, any Franchise Agreement or any other agreement with the Company, we may declare a default under the Development Agreement, your development fee will not be returned, we may build restaurants in the Development Area or allow other franchisees to build in that Development Area, and/or

you will no longer be permitted to build restaurants in the Development Area.

Jack in the Box Inc. is the parent corporation of Qdoba Restaurant Corporation. Qdoba operates and franchises Mexican food restaurants in the fast-casual segment of the restaurant industry under the tradenames *Qdoba Mexican Grill®* and *Qdoba Mexican Eats®*, and in the future may operate and franchise under the tradename Qdoba® or other similar tradenames. Qdoba's principal business address is the same as ours. These restaurants may be located near your restaurant's location, and may solicit and accept orders from customers near your restaurant's location. Even if you have a Development Agreement that provides for an exclusive Development Area, these Qdoba restaurants may be located within your Development Area, or open there at any time. The Company anticipates no significant conflicts with, or between, its franchisees regarding territory, customers or franchisor support because the Company only grants *Jack in the Box* franchises covering specific restaurant locations, and because the Company and Qdoba restaurant concepts offer different food products and dining experiences. If conflicts do arise, the Company will analyze the conflict and take actions (if any) that we deem appropriate, which may include participating in nonbinding mediation.

ITEM 13
TRADEMARKS

Under the Franchise Agreement, the Company grants a license to use our principal trademarks "*Jack in the Box®*" and "*Jack®*," as well as certain other names, trademarks, service marks, logos and commercial symbols at the Franchised Restaurant.

The trademarks and service marks listed below are our currently approved principal trademarks, and unless otherwise designated, are registered in the United States Patent and Trademark Office on the Principal Register. All required affidavits have been filed.

1. **"JACK IN THE BOX"**
   a. Reg. No. 722,380
      Reg. Date: Oct. 3, 1961
      The registration has been renewed.

   b. Reg. No. 841,334
      Reg. Date: Dec. 26, 1967
      The registration has been renewed.

   c. Reg. No. 848,246
      Reg. Date: April 30, 1968
      The registration has been renewed.

   d. Reg. No. 1,957,318

Reg. Date: February 20, 1996
The registration has been renewed.

2. **"JACK IN THE BOX" Logo (Canted)**
   Reg. No. 1,806,576
   Reg. Date: November 23, 1993
   The registration has been renewed.

3. **"JACK IN THE BOX LOGO AND 3D CUBE DESIGN"**
   a. Reg. No. 3,701,423
      Reg. Date: October 27, 2009

   b. Reg. No. 3,783,515
      Reg. Date: May 4, 2010

4. **"JACK" (Word Mark)**
   Reg. No. 1,139,000
   Reg. Date: August 26, 1980
   The registration has been renewed.

5. **"JACK LOGO AND 3D CUBE DESIGN"**
   Reg. No. 4,276,035
   Reg. Date: January 15, 2013

The Company also has many other valuable registered and common law marks. The Company has common law rights in the foregoing principal and other marks as a result of its use of the marks.

The Company relies upon its common law rights and the protection of federal trademark registrations, and does not consider state registrations material to the protection of its rights. Although some of the marks may have been or currently are registered under various state trademark registration statutes, these registrations, if not already expired, will be allowed to lapse and will not be renewed.

There are no known effective material determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, state trademark administrators or any court; pending infringement, opposition or cancellation; or pending material litigation involving the principal trademarks listed in this Item 13.

There are no agreements currently in effect that significantly limit the Company's rights to use or license the use of the above-mentioned marks in any manner material to the franchise.

The Company may require you to modify or discontinue your use of the trademarks or any of them, in its sole discretion, and you may be required to modify or discontinue such use at your own expense. You must promptly notify us if you become

aware of the use of, or a claim of a right to, one of our trademarks. We may thereafter take such action as we deem appropriate. Under the franchise agreement, the Company has the right to control any administrative proceedings or litigation involving a trademark licensed to you. You must fully cooperate in defending or settling of any administrative proceeding or litigation relating to our trademarks. Subject to the terms of the franchise agreement, we must protect you against claims of infringement or unfair competition based upon any authorized use or display of our trademarks.

There are no infringing uses known to the Company that could materially affect your use of such trademarks, service marks, names, logos or other commercial symbols in any state in which the Company operates *Jack in the Box* restaurants or in any other state in which the Company presently intends to offer franchises.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

The Company claims a copyright in its manuals, training materials, policies and procedures materials, advertising and marketing materials, menus, certain software processes, restaurant design and similar materials. We have not registered all of these copyrights. These materials and/or other third-party materials may be supplied or made available to you exclusively for use in connection with your operation of the franchised restaurant under the terms of the Franchise Agreement and software agreements or other licenses. They must be used strictly in compliance with the terms of those agreements, and returned to the Company upon termination or expiration of the franchise.

The Company also claims proprietary rights in the contents of its manuals and other materials, much of which constitute trade secrets under applicable law. This information includes product recipes, product preparation procedures, customer service procedures, franchise support procedures, supplier relationship and distribution system information, new product development information, product testing procedures and information, restaurant operation standards and tactics, growth plans or strategies, real estate development plans or strategies, restaurant design plans, equipment designs, computer systems, financial information, business and development plans and strategies, training programs, performance support tools, access to and information contained on the *Jack in the Box* intranet and other non-public *Jack in the Box* websites, partner sites or other online sources (including, but not limited to, training materials and manuals), consumer research results, marketing and advertising strategies and materials, and all other information designated by the Company as confidential. You will only be permitted to use these confidential materials in connection with the approved development and operation of your franchised *Jack in the Box* restaurant. You must take reasonable steps to protect the confidentiality of all such material.

The Company will also be the sole owner of any new products, equipment, uniforms, building design, facility improvements, service format, advertising or similar items relating to *Jack in the Box* that you might create. No compensation will be owed

to you for them.

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

Each franchised restaurant must have a designated "Operator" approved by the Company. The Operator may be you, someone else who has signed the Franchise Agreement, or, in some cases, someone you designate. The Operator must hold an ownership interest of at least 25% in the franchised business, and be highly experienced in the quick-service restaurant industry. In some circumstances, if you are qualified to be an Operator, have two years of ownership experience, and do not live in or near the Designated Market Area, we may permit you to name a Designated Market Operator to operate the restaurant. This Designated Market Operator need not hold an ownership interest in the business, but must otherwise satisfy the criteria to be an Operator, and other criteria we deem necessary, before he can be approved. In all cases, the Designated Market Operator must exercise his full time best efforts on the *Jack in the Box* restaurants in the Designated Market Area. In other rare circumstances, we may approve as an Operator someone who does not yet hold a significant ownership interest in the business, but is working under an employment contract with you that we believe will result in the Operator remaining in position for a significant period of time.

The Operator must be actively involved in the operation of the franchised business, but may act as the Operator for more than one *Jack in the Box* restaurant. The Operator must have authority to represent you in all dealings with the Company.

Each franchised restaurant must also have at least one manager who has successfully completed the Company's Certified Restaurant Manager training program. The Certified Restaurant Manager must provide direct, full-time, on-premises supervision of the restaurant, and may manage only one (1) restaurant, unless otherwise approved by the Company in writing. You must inform us of the identity of the Certified Restaurant Manager.

If you have fifteen or more franchised restaurants, you are also required to have at least one employee dedicated to helping you oversee the operations of the restaurants. All of your employees that have managerial duties above the restaurant level must also have successfully completed our Certified Restaurant Manager training program at your expense. You must inform us of the identity of those employees.

If you are an entity, all owners must sign the guarantee attached as Exhibit B to the Franchise Agreement or Non-Traditional License Agreement. Owners may also be required to sign a commercially reasonable Confidentiality and Non-Competition on the form required by JIB.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

The Company requires that you sell all menu items, and only those menu items, specified by the Company. Menu specifications will change from time to time. We also may require that certain menu items be served only during certain hours. The Company maintains general menu uniformity, subject to exceptions such as menu item testing, supply considerations, or regional customer preferences. We may consent to, or require, menu variation in some areas due to regional customer preference, supply considerations or other reasons. Any variation in the approved menu format requires the Company's prior written authorization, which will be given only in extraordinary circumstances. The Company may require you to provide delivery and catering services subject to requirements imposed by the Company.

You are restricted to retail restaurant sales activity. Without the written consent of the Company, you will be prohibited from having pay telephones; automated teller machines or similar machines; coin-operated, card-operated or similar machines; or games or devices of any nature on the premises of the restaurant. For example, you may not sell bulk food, packaging or promotional items, unprepared food, or food or packaging for the purpose of third-party resale (schools, lunch wagons, restaurants, bars, etc.). You may not permit the sale of unauthorized products on the restaurant premises, including in the parking lot.

The Franchise Agreement requires a minimum of sixteen (16) hours of operation per day, as determined by the Company and you, seven (7) days a week, fifty-two (52) weeks a year. These requirements may be modified only with the Company's written consent. Precise hours of operation may be specified by the Company.

All advertising or promotional materials or items you propose to use, sell or distribute at or relating to the franchised restaurant must be approved by us.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

This table lists important provisions of the Franchise Agreement. You should read the provisions in the Franchise Agreement attached to this disclosure document.

THE FRANCHISE RELATIONSHIP

Provision		Section in Franchise Agreement	Summary
a.	Term of the franchise	§ 1	Negotiated
b.	Renewal or extension of the term	§ 1	No right of renewal. We may in our sole discretion decide to grant you a new franchise (rewrite) based on your past performance and potential, your representation of the brand to your customers and community, payment history and overall financial condition, the location and operations of the restaurant, and the needs of the system as a whole, among other things. If offered, a rewrite may be for twenty years or shorter, and you will have to satisfy certain conditions as part of the rewrite commitment, including building design improvements to meet current standards, executing a General Release in favor of the Company (see Exhibit O), signing a new Franchise Agreement and paying a new franchise fee, and amending your other existing Franchise Agreements to reflect current provisions. These conditions may require significant financial contributions.
c.	Requirements for you to renew or extend	Not Applicable	No right of renewal. See above.
d.	Termination by you	Not Applicable	
e.	Termination by the Company without cause	Not Applicable	
f.	Termination by the Company with cause	§ 15, § 18	We may terminate for cause.

Provision		Section in Franchise Agreement	Summary
g.	"Cause" defined - defaults which can be cured	§ 18.C	Failure to pay fees; having unsatisfied monetary judgment; selling unapproved product; transfer without consent; violation of covenants; denying right to inspect; failure to pay taxes; violation of labor laws; failure to meet required hours; failure to pay vendors; restaurant disrepair; failure to operate in accordance with the standards, including food safety standards; and other grounds.
h.	"Cause" defined - defaults which cannot be cured	§ 15, § 18.A and § 18.B	Failure to transfer to approved party within one year of Franchisee's death; voluntary bankruptcy, insolvency; making an assignment for the benefit of creditors, or court appointment of a receiver or custodian; conviction of a felony; making material misrepresentation; misusing marks; three (3) contractual violations within twenty-four (24) months; two (2) violations of the same requirement in twelve (12) months, and other grounds.
i.	Your obligations on termination/non-renewal	§ 18	Cease operating the Restaurant; discontinue use of Marks and System; return Manuals and other confidential items; de-identify; sell us all usable inventory of food, supplies, paper goods, containers and printed materials bearing our Marks; sell us equipment, fixtures, furniture, and signs, at fair market value, unless our lease agreement specifies otherwise.
j.	Assignment of contract by the Company	§ 14.F	There are no limits on our assignment rights.
k.	"Transfer" by you - definition	§ 14	Includes any sale, assignment, pledge, mortgage, hypothecation, gift, or encumbrance of any direct or indirect interest in the Franchise Agreement, the franchisee, the Franchised Restaurant, or the Franchised Location.
l.	Our approval of transfer by you	§ 14.A and § 14.C	We have the right to approve transfers.

Provision		Section in Franchise Agreement	Summary
m.	Conditions for the Company's approval of transfer	§ 14.E	Completion of Certification of Entity Structure Form, payment of transfer fee, execution of a General Release of the Company, payment of all monies owed, material defaults corrected, personal guarantees signed, training completed, assignment agreement or new franchise agreement on then-current form, and any other conditions.
n.	The Company's right of first refusal to acquire your business	§ 16	We can match any offer to buy your business or any portion of your business, including your real estate, fixtures, other assets and/or securities.
o.	The Company's option to purchase your business	§ 15 and § 16	We can purchase under some circumstances upon your death or disability. (See paragraph below.)
p.	Your death or disability	§ 15	Must be transferred within twelve (12) months, or the Company may purchase your interest in the business.
q.	Non-competition covenants during the term of the franchise	§ 19	Includes prohibition on engaging in, or having any interest in, certain restaurant businesses.
r.	Non-competition covenants after the franchise is terminated or expires	§ 19	Includes one- (1) year prohibition on engaging in, having an interest in, or performing any services for certain restaurant businesses.(1)
s.	Modification of the agreement	§ 20.H	Must be in writing and signed by both parties.
t.	Integration/merger clause	§ 20.A and § 20.B	Only the terms of the Franchise Agreement (including exhibits) are binding (subject to state law). Except for the statements contained in this disclosure document, you may not rely on any other oral or written statements you may have been provided about the franchise.
u.	Dispute resolution by arbitration or mediation	§ 20.C	Non-binding mediation.

Provision		Section in Franchise Agreement	Summary
v.	Choice of forum	§ 20.D	Subject to applicable state law, state courts located in San Diego, California; federal courts located in the Southern District of California. You and the Company waive trial by jury in any action brought against each other.
w.	Choice of law	§ 20.D	Subject to applicable state law, California law controls. You and the Company must bring any action against each other within two (2) years of the occurrence of the facts on which the action is based, or within a shorter term if required by law.

(1) This provision may not be enforceable under certain state laws.

This table lists important provisions of the Development Agreement. You should read the provisions in the Development Agreement attached to this disclosure document.

Provision		Section in Development Agreement	Summary
a.	Term of the franchise	§ 4	The term of the Development Agreement is negotiated.

Provision		Section in Development Agreement	Summary
b.	Renewal or extension of the term	Not Applicable	No right of renewal. We may in our sole discretion decide to grant you a new development agreement based on your compliance with the development obligations, your representation of the brand to your customers and community, your financial condition, the status of your existing franchised restaurants, and the needs of the system as a whole, among other things. If offered, we will agree to a new development schedule and territory, and you will have to satisfy certain conditions as part of the new development agreement commitment, including executing a General Release in favor of the Company (see Exhibit O), signing a new Development Agreement and paying any fees we require.
c.	Requirements for you to renew or extend	Not Applicable	No right of renewal. See above.
d.	Termination by you	Not Applicable	
e.	Termination by the Company without cause	Not Applicable	
f.	Termination by the Company with cause	§ 16	Default under Development Schedule, bankruptcy, and other grounds.
g.	"Cause" defined - defaults which can be cured	§ 16	Default under Development Schedule, failure to obtain expansion approval or site approval before beginning site development, assignment without consent, involuntary bankruptcy filing, failure to obtain permits, breach of a franchise agreement or other agreement with the Company.
h.	"Cause" defined - defaults which cannot be cured	§ 16	Voluntary bankruptcy and other insolvency.
i.	Your obligations on termination/nonrenewal	§ 3	Cease establishing restaurants, cease operating any restaurant for which a Franchise Agreement has not been executed, payment of amounts due, compliance with covenants.

Provision		Section in Development Agreement	Summary
j.	Assignment of contract by the Company	§ 11.E	There are no limits on our assignment rights.
k.	"Transfer" by you - defined	§ 11	Includes transfer of any interest in Development Agreement, Developer, or all or substantially all of the Developer's business.
l.	The Company's approval of transfer by you	§ 11.B	We have the right to approve transfers.
m.	Conditions for the Company's approval of transfer	§ 11.D	Non-default, execution of new Development Agreement, a General Release of the Company, and any applicable personal guarantees, payment of transfer fee, and others; see § 8.D.
n.	The Company's right of first refusal to acquire your business	Not Applicable	
o.	The Company's option to purchase your business	Not Applicable	
p.	Your death or disability	§ 12	Must be transferred within six (6) months.
q.	Non-competition covenants during the term of the agreement	Not Applicable	
r.	Non-competition covenants after the agreement is terminated or expires	Not Applicable	
s.	Modification of the agreement	§ 24.E	Must be in writing and signed by both parties.
t.	Integration/merger clause	§ 24.B	Only the terms of the Development Agreement are binding (subject to state law). Except for the statements contained in this disclosure document, you may not rely on any other oral or written statements you may have been provided about the franchise.
u.	Dispute resolution by arbitration or mediation	Not Applicable	

Provision		Section in Development Agreement	Summary
v.	Choice of forum	§ 24.D	Subject to applicable state law, state courts located in San Diego, California; federal courts located in the Southern District of California.
w.	Choice of law	§ 24.A	Subject to applicable state law, California; but if such law would not enforce an Agreement provision, then the law where Developer is located, if that state's law would enforce the provision.

This table lists important provisions of the Nontraditional License Agreement (for Nontraditional Locations). You should read the provisions in the Nontraditional License Agreement attached to this disclosure document.

Provision		Section in Nontraditional License Agreement	Summary
a.	Term of the franchise	§ 1	Negotiated.
b.	Renewal or extension of the term	Not Applicable	No right of renewal.

Provision		Section in Nontraditional License Agreement	Summary
c.	Requirements for you to renew or extend	Not Applicable	No right of renewal. We may in our sole discretion decide to grant you a new license (rewrite) based on your past performance and potential, your representation of the brand to your customers and community, payment history and overall financial condition, the location and operations of the restaurant, and the needs of the system as a whole, among other things. If offered, a rewrite may be for twenty years or shorter, and you may have to satisfy certain conditions as part of the rewrite commitment, including improving the restaurant to meet current standards, executing a General Release in favor of the Company (see Exhibit O), signing a new License Agreement and paying a new franchise fee, and amending your other existing License Agreements to reflect current provisions. These conditions may require significant financial contributions.
d.	Termination by you	§ 15	If the Facility requests that you cease operating the nontraditional restaurant, you may terminate by providing Company sixty (60) days' written notice.
e.	Termination by the Company without cause	Not Applicable	
f.	Termination by the Company with cause	§ 15	We may terminate for cause.
g.	"Cause" defined - defaults which can be cured	§ 15	Failure to pay fees; having unsatisfied monetary judgment; selling unapproved product; transfer without consent; violation of covenants; denying right to inspect; failure to pay taxes; violation of labor laws; failure to meet required hours; failure to pay vendors; restaurant disrepair; failure to operate in accordance with the standards, including food safety standards; and other grounds.

Provision		Section in Nontraditional License Agreement	Summary
h.	"Cause" defined - defaults which cannot be cured	§15	Your contract with the Facility terminates or expires, there is a threat to the public health or safety, multiple defaults.
i.	Your obligations on termination/nonrenewal	§ 16	Cease right to use Marks and System; return all Manuals and other confidential items; de-identify. Sell us all usable inventory of food supplies, paper goods, containers, and printed menus and other materials bearing our Marks; sell us restaurant equipment, furniture, fixtures and signs at fair market value.
j.	Assignment of contract by the Company	§ 13	There are no limits on our assignment rights.
k.	"Transfer" by you - defined	§ 14	Includes any sale, assignment, pledge, mortgage, hypothecation, gift, or encumbrance of any direct or indirect interest in the Nontraditional License Agreement, Licensee, the Licensed Restaurant, or the Licensed Location.
l.	The Company's approval of transfer by you	§ 14	We have the right to approve transfers.
m.	Conditions for the Company's approval of transfer	§ 14	Updated Certification of Entity Structure Form, complete financials, payment of transfer fee, execution of a General Release of the Company, payment of all monies owed, material defaults corrected, personal guarantees signed, training completed, assignment agreement or new franchise agreement on then-current form, and any other conditions.
n.	The Company's right of first refusal to acquire your business	Not Applicable	
o.	The Company's option to purchase your business	Not Applicable	
p.	Your death or disability	Not Applicable	
q.	Non-competition covenants during the term of the agreement	§ 17	Includes prohibition on engaging in, or having any interest in, certain restaurant businesses.

Provision		Section in Nontraditional License Agreement	Summary
r.	Non-competition covenants after the agreement is terminated or expires	§ 17	Includes one-year prohibition on engaging in, or having any interest in, certain restaurant businesses. (1)
s.	Modification of the agreement	§ 18.A	Must be in writing and signed by both parties.
t.	Integration/merger clause	§ 18.A	Only the terms of the Nontraditional License Agreement are binding (subject to state law). Except for the statements contained in this disclosure document, you may not rely on any other oral or written statements you may have been provided about the franchise.
u.	Dispute resolution by arbitration or mediation	Not Applicable	
v.	Choice of forum	§ 18.B	Subject to applicable state law, state courts located in San Diego, California; federal courts located in the Southern District of California. You and the Company waive trial by jury in any action brought against each other.
w.	Choice of law	§ 18.B	Subject to applicable state law, California law controls. You and the Company must bring any action against each other within two (2) years of the occurrence of the facts on which the action is based, or within a shorter term if required by law.

(1) This provision may not be enforceable under certain state laws.

APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES APPEAR IN EXHIBIT U TO THIS DISCLOSURE DOCUMENT.

ITEM 18
PUBLIC FIGURES

The Company does not currently use any public figure in our business name or trademarks, or use a public figure to endorse or recommend our franchises.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATION

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and 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.

The table below represents the sales and operating figures of franchise-operated Jack in the Box restaurants in the continental United States (i.e., excluding Hawaii/Guam) that were in operation for more than 360 days within the twelve-month period ending September 30, 2017, and were operated by the same franchisee(s) for that entire period.

The table represents data for 1,683 franchise-operated restaurants, which excludes the information for the following franchise-operated restaurants: eighteen (18) restaurants that opened in 2017; nine (9) restaurants that permanently closed in 2017; one hundred seventy six (176) restaurants that we sold to franchisees in 2017; thirty nine (39) restaurants that were transferred between franchisees; twenty eight (28) restaurants with insufficient data; and thirty-one (31) restaurants operated in Hawaii/Guam.

The restaurants represented in the table comprise approximately 85% of franchised Jack in the Box restaurants as of September 30, 2017. We have divided the restaurants into five ranges based on sales volume. We have calculated the average sales, median sales and certain expenses of restaurants in each of the five ranges.

Jack in the Box Inc.
Average and Median Sales and Select Costs of Franchise-owned Restaurants in 5 Sales Ranges
in the Continental U.S. (i.e., excluding Hawaii and Guam)
for the 12-Month Period Ended September 30, 2017

	Below $1,000,000	$1,000,000 to $1,250,000	$1,250,000 to $1,500,000	$1,500,000 to $1,750,000	$1,750,000 and above	Total/ Average
Number of Restaurants	254	294	406	292	440	1683
	15%	17%	24%	17%	26%	100%
% by State						
CA	11%	22%	33%	53%	65%	39%
AZ	6%	13%	12%	10%	6%	9%
TX	55%	31%	23%	15%	15%	26%
Other	28%	34%	32%	23%	15%	26%
Average Sales (1)	836,044	1,130,572	1,376,470	1,617,093	2,078,614	1,476,369
	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
# and % of Restaurants in Sales Range that Met or Exceeded Average Sales	143	153	199	143	172	808
	56%	52%	49%	49%	39%	48%
High of Sales (1)	998,776	1,249,772	1,499,974	1,749,083	4,148,407	4,148,407
Median of Sales (1)	862,234	1,133,589	1,373,988	1,613,119	1,998,757	1,425,200
Low of Sales (1)	454,171	1,000,887	1,250,054	1,503,439	1,751,262	454,171
Cost of Sales (2)	241,151	315,129	377,712	439,697	562,010	404,898
	28.8%	27.9%	27.4%	27.2%	27.0%	27.4%
Labor						
Production Labor (3)	205,892	261,862	301,149	346,530	421,739	319,174
	24.6%	23.2%	21.9%	21.4%	20.3%	21.6%
Management Comp (4)	44,075	45,363	49,792	54,227	61,219	51,850
Payroll Taxes/Ins (5)	34,701	45,261	52,404	63,574	78,310	57,155

Total Labor	284,668 34.0%	352,486 31.2%	403,344 29.3%	464,332 28.7%	561,268 27.0%	428,179 29.0%
Gross Profit	310,225 37.1%	462,957 40.9%	595,413 43.3%	713,064 44.1%	955,336 46.0%	643,292 43.6%
Operating Costs						
Advertising (6)	42,877	58,333	70,717	82,505	106,791	75,784
Royalty (7)	39,260	54,645	68,432	81,264	111,322	74,956
Utilities (8)	41,560	44,316	48,177	52,438	57,361	49,621
Occupancy (9)	117,528	142,673	166,009	189,195	234,698	176,492
Other (10)	80,908	91,128	94,209	97,863	111,348	96,782
Total Operating Costs	322,132 38.5%	391,094 34.6%	447,544 32.5%	503,264 31.1%	621,521 29.9%	473,635 32.1%
Operating Margin	-11,908 -1.4%	71,863 6.4%	147,869 10.7%	209,800 13.0%	333,815 16.1%	169,657 11.5%
# and % of Restaurants in Sales Range that Met or Exceeded Operating Margin	135 53%	151 51%	203 50%	152 52%	208 47%	848 50%
High of Operating Margin	252,226	284,127	1,094,478	431,753	737,762	1,094,478
Median of Operating Margin	-9,359	74,161	147,844	217,403	316,039	159,763
Low of Operating Margin	-234,555	-566,276	-60,807	-80,003	-143,257	-566,276

1) Product sales and promotional sales
2) Food and packaging costs, less supplier rebates
3) Wages of hourly employees and team leaders, including overtime
4) Wages and bonuses paid to restaurant and assistant restaurant managers
5) Payroll taxes, paid time-off, workers' compensation and medical insurance
6) Marketing Fee, as described in the franchise agreement, and restaurant specific promotional programs
7) Our Standard Royalty is 5% of Gross Sales
8) Electricity, gas, water and sewer

9) Rent, building depreciation, taxes and licenses
10) Maintenance and repairs, menu panels, uniforms, supplies, bank charges, equipment depreciation and other services
11) Subtotals may not total due to rounding

We have only included some of the cost categories in the table above. Among others, we excluded: depreciation and amortization, interest, income taxes, general and administrative expenses, officer compensation and other income and expenses.

The information in the table was prepared using financial information provided to us by franchisees. The franchisees' financial information is not audited and may not have been prepared in accordance with generally accepted accounting practices; however, we believe the information is reliable. The footnotes to the table describe the primary types of items that we ask franchisees to include in each financial category, but we cannot guarantee that all franchisees used these categories in the manner we have requested.

Some outlets have earned these amounts. Your individual results may differ. There is no assurance you will earn as much. We encourage you to review this material with your attorney or accountant. Written substantiation for the financial performance representation will be made available to you upon reasonable request. We do not provide any historical operating data for our company-operated *Jack in the Box* restaurants.

Except for the information in this Item 19, 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 Chief Legal and Risk Officer, Phillip H. Rudolph, 9330 Balboa Avenue, San Diego, California 92123 (858) 571-2435, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

SYSTEM-WIDE 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	1,819	1,836	+17
	2016	1,836	1,838	+2
	2017	1,838	1,975	+137
Company-owned	2015	431	413	-18
	2016	413	417	+4
	2017	417	276	-141
Total Outlets	2015	2,250	2,249	-1
	2016	2,249	2,255	+6
	2017	2,255	2,251	-4

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR FISCAL YEARS 2015 TO 2017

State	Year	Number of Transfers
Arizona	2015	25
	2016	1
	2017	0
California	2015	11
	2016	5
	2017	12
Nevada	2015	1
	2016	0
	2017	1
Oregon	2015	0
	2016	0
	2017	17

State	Year	Number of Transfers
Tennessee	2015	0
	2016	0
	2017	14
Texas	2015	4
	2016	37
	2017	7
Utah	2015	2
	2016	0
	2017	0
Total	2015	43
	2016	43
	2017	51

STATUS OF FRANCHISE OUTLETS
FOR FISCAL YEARS 2015 TO 2017

State/ Territory	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
Arizona	2015	160	1	2	0	0	1	158
	2016	158	2	1	0	0	2	157
	2017	157	6	1	0	0	1	161
California	2015	692	9	3	0	1	2	695
	2016	695	6	1	0	1	3	696
	2017	696	95	1	0	19	2	769
Colorado	2015	4	0	0	0	0	0	4
	2016	4	0	0	0	0	0	4
	2017	4	12	0	0	0	0	16
Guam	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Hawaii	2015	28	2	0	0	0	0	30
	2016	30	0	0	0	0	0	30
	2017	30	0	0	0	0	0	30

State/ Territory	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
Idaho	2015	31	0	0	0	0	1	30
	2016	30	1	0	0	0	0	31
	2017	31	1	0	0	0	0	32
Illinois	2015	13	0	0	0	0	0	13
	2016	13	0	0	0	0	0	13
	2017	13	0	0	0	0	0	13
Indiana	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	3	0	0	0	0	3
Kansas	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	5	0	0	0	0	5
Louisiana	2015	17	0	0	0	0	0	17
	2016	17	0	0	0	0	0	17
	2017	17	0	0	0	0	0	17
Missouri	2015	57	2	0	0	0	0	59
	2016	59	0	0	0	0	0	59
	2017	59	2	0	0	0	0	61
Nevada	2015	74	0	0	0	0	0	74
	2016	74	0	0	0	0	0	74
	2017	74	2	0	0	0	0	76
New Mexico	2015	9	0	0	0	0	0	9
	2016	9	0	0	0	0	0	9
	2017	9	0	0	0	0	0	9
North Carolina	2015	1	18	0	0	0	0	19
	2016	19	0	0	0	0	0	19
	2017	19	0	0	0	0	0	19
Ohio	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	2	0	0	0	0	2
Oklahoma	2015	12	0	0	0	0	0	12
	2016	12	0	1	0	0	0	11
	2017	11	5	0	0	0	0	16

State/ Territory	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
Oregon	2015	54	1	0	0	0	0	55
	2016	55	0	0	0	0	1	54
	2017	54	0	1	0	0	0	53
South Carolina	2015	8	2	0	0	0	0	10
	2016	10	0	0	0	0	0	10
	2017	10	0	0	0	0	0	10
Tennessee	2015	14	0	0	0	0	0	14
	2016	14	0	0	0	0	0	14
	2017	14	0	0	0	0	0	14
Texas	2015	493	1	4	0	6	0	484
	2016	484	3	1	0	0	0	486
	2017	486	62	3	0	31	0	514
Utah	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
	2017	2	1	0	0	0	0	3
Washington	2015	149	1	0	0	0	0	150
	2016	150	1	0	0	0	0	151
	2017	151	0	0	0	0	0	151
TOTAL	2015	1,819	37	9	0	7	4	1,836
	2016	1,836	13	4	0	1	6	1,838
	2017	1,838	196	6	0	50	3	1,975

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 Year
Arizona	2015	12	0	0	0	0	12
	2016	12	0	0	0	0	12
	2017	12	0	0	0	0	12
California	2015	241	2	1	0	1	243
	2016	243	0	1	0	1	243
	2017	243	1	19	1	92	170

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Colorado	2015	16	0	0	0	0	16
	2016	16	0	0	0	0	16
	2017	16	0	0	4	12	0
Indiana	2015	6	0	0	0	0	6
	2016	6	0	0	0	0	6
	2017	6	0	0	3	3	0
Kansas	2015	5	0	0	0	0	5
	2016	5	0	0	0	0	5
	2017	5	0	0	0	5	0
Louisiana	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
Missouri	2015	2	0	0	0	0	2
	2016	2	0	0	0	0	2
	2017	2	0	0	0	2	0
Nevada	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
North Carolina	2015	22	0	0	4	18	0
	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
Ohio	2015	2	0	0	0	0	2
	2016	2	0	0	0	0	2
	2017	2	0	0	0	2	0
Oklahoma	2015	5	0	0	0	0	5
	2016	5	0	0	0	0	5
	2017	5	0	0	0	5	0
South Carolina	2015	3	0	0	1	2	0
	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
Texas	2015	117	0	6	1	0	122
	2016	122	4	0	0	0	126
	2017	126	1	31	7	57	94

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
TOTAL	2015	431	2	7	6	21	413
	2016	413	4	1	0	1	417
	2017	417	2	50	15	178	276

PROJECTED OPENINGS AS OF OCTOBER 2, 2017

State	Franchise Agreements Signed but Outlets Not Opened (1)	Projected New Franchised Outlets in the Current Fiscal Year 2017	Projected New Company-Owned Outlets in the Current Fiscal Year 2017
Arizona	0	4	0
California	2	20	1
Colorado	20	0	0
Hawaii	1	0	0
Illinois	0	1	0
Indiana	13	0	0
Kansas	10	1	0
Kentucky	3	0	0
Missouri	11	0	1
Nevada	0	2	0
North Carolina	0	1	0
Ohio	4	0	0
Oklahoma	7	1	0
Oregon	3	0	0
Texas	8	11	5
Washington	5	1	0
Guam	0	1	0
Total	**87**	**43**	**7**

(1) Company requires franchisees that will open new units to sign a development agreement (rather than a franchise agreement) to cover site selection and unit development.

FRANCHISEES

Please see Exhibit D for:

- a list of all the current franchised locations, the franchisee's name, and the location address and telephone number; and
- a list of the names, addresses and telephone numbers of all franchisees who have had a restaurant terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during fiscal year 2017, or who have not communicated with the Company within the 10-week period before this Franchise Disclosure Document was issued.

There were no franchisees that have signed a Franchise Agreement but not yet opened a restaurant.

FRANCHISEE ASSOCIATIONS

The Company is aware of one trade name-specific franchisee association called the National JIB Franchise Association, Inc. ("NFA"), a California corporation. It can be contacted at P.O. Box 231034, San Diego, CA 92193 (510) 792-3393. The Company does not sponsor or endorse that association.

The Company has created, sponsors, and endorses the Strategic Leadership Council ("SLC"). The SLC meets quarterly and focuses on issues relating to brand strategy and priorities, emerging business trends, and changes to the competitive landscape. Membership is comprised of senior Company representatives representing various functions as deemed appropriate by the Company. Franchisee members include seven (7) members nominated by the Board of the NFA. There are up to two (2) at-large members selected by the Company. All franchisee members serve for a minimum of two years with a possible one-year extension. The SLC can be contacted at 9330 Balboa Avenue, San Diego, California 92123 (858) 571-2300.

CONFIDENTIALITY AGREEMENTS

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Jack in the Box Inc. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

ITEM 21
FINANCIAL STATEMENTS

Attached hereto as Exhibit A are copies of the audited consolidated balance sheets of Jack in the Box Inc. and subsidiaries as of October 1, 2017 and October 2, 2016, and the related consolidated statements of earnings, comprehensive income, cash flows, and stockholders' (deficit) equity for the fifty-two weeks ended October 1, 2017, the fifty-three weeks ended October 2, 2016, and the fifty-two weeks ended September 27, 2015.

ITEM 22
CONTRACTS

The following contracts are attached:

EXHIBITS

E. Application Package
F. Non-Disclosure Agreement
G. Letter of Intent
H. Statement of Prospective Franchisee
I. Purchase Agreement
J-1 Franchise Agreement (and Development Incentive Amendment to Franchise Agreement)
J-2 Nontraditional License Agreement
K. Development Agreement
L. Authorization for Prearranged Payments
M. Promissory Note and Security Agreement
M-1 Promissory Note – Development Incentive Program
N. Lease Agreement - Jack in the Box Franchised Restaurant
O. General Release of All Claims
P. Co-tenancy Operating Agreement
Q. National Burger League Participation Agreement
R. Equipment Brokerage Agreement
S. Master Technology Agreement
T. Stored Value Card Service Agreement
U. State-Specific Disclosure Addenda and Agreement Amendments

ITEM 23
RECEIPT

The last two pages of this Disclosure Document are documents acknowledging receipt of the Disclosure Document ("Receipts"). You should detach one receipt, sign it and deliver it to us. You may keep the others for your records.

EXHIBIT B

LIST OF STATE ADMINISTRATORS

LIST OF STATE ADMINISTRATORS

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

CALIFORNIA Commissioner of Business Oversight Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 876-7500 Toll Free: (866) 275-2677	**NEW YORK** Office of the New York State Attorney General Investor Protection Bureau Franchise Section 120 Broadway, 23rd Floor New York, NY 10271-0332 (212) 416-8236 Phone (212) 416-6042 Fax
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Department 600 East Boulevard Avenue, State Capitol Fifth Floor, Dept. 414 Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Department of Business Regulation Securities Division Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Department of Insurance Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office Consumer Protection Div., Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 373-7117	**WASHINGTON** Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, S.W. Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Department of Commerce, Securities Unit 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1500	**WISCONSIN** Office of the Commissioner of Securities 201 W. Washington Ave., Suite 300 Madison, WI 53703 (608) 261-9555

EXHIBIT C

AGENTS FOR SERVICE OF PROCESS

AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states:

CALIFORNIA Commissioner of Business Oversight Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677	**NEW YORK** New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Commissioner 600 East Boulevard Avenue, State Capitol Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Director of Department of Business Regulation Department of Business Regulation Securities Division Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
MICHIGAN Michigan Attorney General's Office Consumer Protection Div., Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 373-7117	**WASHINGTON** Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, S.W. Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Department of Commerce, Securities Unit 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1500	**WISCONSIN** Commissioner of Securities 201 W. Washington Ave., Suite 300 Madison, WI 53703 (608) 261-9555

EXHIBIT D

LIST OF FRANCHISED LOCATIONS, FORMER FRANCHISEES, AND AGREEMENTS SIGNED BUT NOT OPEN

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
AZ	Anthem	1537	39526 N Gavilan Peak Pkwy	85086	(623) 551-3380	Calzona Foods, Inc.	Joseph	Espinosa
AZ	Apache Junction	1538	2600 W Apache Trl	85120	(480) 671-1061	Rucker Restaurant Holdings, LLC	Maria	Galaviz
AZ	Avondale	1139	13088 W Rancho Santa Fe Blvd	85392	(623) 935-4141	Stine Enterprises, Inc.	Adam	Stine
AZ	Avondale	1564	250 N Avondale Blvd	85323	(623) 932-2058	Stine Enterprises, Inc.	Stephen	Stine
AZ	Avondale	1588	10307 W McDowell Rd	85323	(623) 374-3477	Stine Enterprises, Inc.	Stephen	Stine
AZ	Buckeye	1547	1460 S Watson Rd	85326	(623) 691-6042	Stine Enterprises, Inc.	Adam	Stine
AZ	Bullhead City	1122	2350 Miracle Mile Ste 100	86442	(928) 758-5828	River Fast Foods, Inc.	Adel	Farag
AZ	Casa Grande	149	1194 E Florence Blvd	85122	(520) 836-0304	Superior Fast Foods, Inc.	Adel	Farag
AZ	Casa Grande	1595	1586 N Pinal Ave	85122	(520) 340-4934	Farag Enterprises, LLC	Adel	Farag
AZ	Cave Creek	1148	29815 N Tatum Blvd	85331	(480) 473-8291	Stine Enterprises, Inc.	Stephen	Stine
AZ	Chandler	138	141 N Arizona Ave	85225	(480) 963-7187	Rucker Restaurant Holdings, LLC	Maria	Galaviz
AZ	Chandler	1140	4900 W Ray Rd	85226	(480) 775-4660	Rucker Restaurant Holdings, LLC	Maria	Galaviz
AZ	Chandler	1142	900 N Cooper Rd	85225	(480) 821-5027	AAD&J, Inc.	Adel	Farag
AZ	Chandler	1144	1790 W Chandler Blvd	85224	(480) 726-3758	Stine Enterprises, Inc.	Adam	Stine
AZ	Chandler	1195	2090 N Arizona Ave	85225	(480) 821-5671	Rucker Restaurant Holdings, LLC	Maria	Galaviz
AZ	Chandler	1518	2070 N Dobson Rd	85224	(480) 792-0649	Stine Enterprises, Inc.	Adam	Stine
AZ	Chandler	1526	955 E Riggs Rd	85249	(480) 802-7807	Rucker Restaurant Holdings, LLC	Maria	Galaviz
AZ	Chandler	1548	4250 S Arizona Ave	85248	(480) 895-1903	Stine Enterprises, Inc.	Stephen	Stine
AZ	Cottonwood	1121	1180 S Highway 260	86326	(928) 639-1261	Cottonwood Fast Foods, Inc.	Adam	Schmitz
AZ	Flagstaff	141	505 S Milton Rd	86001	(928) 774-1723	Northern Arizona Fast Foods, Inc.	Adam	Schmitz
AZ	Flagstaff	1198	3620 E Route 66	86004	(928) 526-8775	Northern Arizona Fast Foods, Inc.	Adam	Schmitz
AZ	Gilbert	1501	4361 E Baseline Rd	85234	(480) 558-0302	Superior Fast Foods, Inc.	Adel	Farag
AZ	Gilbert	1502	1585 E Warner Rd	85296	(480) 503-2533	Superior Fast Foods, Inc.	Adel	Farag
AZ	Gilbert	1549	4910 S Val Vista Dr	85296	(480) 782-1845	Stine Enterprises, Inc.	Stephen	Stine
AZ	Gilbert	1592	3270 S Higley Rd	85297	(480) 621-6962	Stine Enterprises, Inc.	Stephen	Stine
AZ	Glendale	117	5145 N 59th Ave	85301	(623) 931-6649	Stine Enterprises, Inc.	Adam	Stine
AZ	Glendale	125	5447 W Glendale Ave	85301	(623) 931-9516	Stine Enterprises, Inc.	Stephen	Stine
AZ	Glendale	1170	9021 N 59th Ave	85302	(623) 937-0491	Stine Enterprises, Inc.	Adam	Stine
AZ	Glendale	1176	5104 W Thunderbird Ave	85306	(602) 938-2074	Calzona Foods, Inc.	Joseph	Espinosa
AZ	Glendale	1184	4305 W Bethany Home Rd	85301	(623) 931-0026	Stine Enterprises, Inc.	Adam	Stine
AZ	Glendale	1500	20209 N 59th Ave	85308	(623) 362-3564	Calzona Foods, Inc.	Joseph	Espinosa
AZ	Globe	1160	1390 E Ash St	85501	(928) 425-5522	Rucker Restaurant Holdings, LLC	Maria	Galaviz
AZ	Gold Canyon	1503	6478 E Us Highway 60	85118	(480) 288-5430	Rucker Restaurant Holdings, LLC	Maria	Galaviz
AZ	Goodyear	1536	520 N Estrella Pkwy	85338	(623) 925-5521	Stine Enterprises, Inc.	Adam	Stine
AZ	Goodyear	1578	16900 W Yuma Rd	85338	(623) 925-8263	Stine Enterprises, Inc.	Adam	Stine
AZ	Kingman	1129	3301 Andy Devine Ave	86401	(928) 757-7374	B.L.K. Fast Foods, Inc.	Mark	Lay

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
AZ	Lake Havasu City	1177	30 S Lake Havasu Ave	86403	(928) 855-1145	Colo-Rio Fast Foods, Inc.	Mark	Lay
AZ	Laveen	1541	5115 W Southern Ave	85339	(602) 237-0502	Stine Enterprises, Inc.	Adam	Stine
AZ	Litchfield Park	1589	13860 W Camelback Rd	85340	(623) 594-4273	Stine Enterprises, Inc.	Adam	Stine
AZ	Maricopa	1544	20975 N John Wayne Pkwy	85139	(520) 568-1943	Stine Enterprises, Inc.	Adam	Stine
AZ	Mesa	148	1145 W University Dr	85201	(480) 833-1339	Calzona Foods, Inc.	Joseph	Espinosa
AZ	Mesa	1133	1911 S Power Rd	85206	(480) 654-0232	AAD&J, Inc.	Adel	Farag
AZ	Mesa	1146	2719 N Power Rd	85215	(480) 325-9746	Superior Fast Foods, Inc.	Adel	Farag
AZ	Mesa	1156	5961 E Main St	85205	(480) 832-3481	CMAZ, LLC	Adel	Farag
AZ	Mesa	1165	1860 W Southern Ave	85202	(480) 964-9548	FARAG AND HARIA, LLC	Adel	Farag
AZ	Mesa	1171	440 E Southern Ave	85204	(480) 962-1938	CMAZ, LLC	Adel	Farag
AZ	Mesa	1178	2846 E Main St	85213	(480) 832-9581	CMAZ, LLC	Adel	Farag
AZ	Mesa	1179	1232 W Baseline Rd	85202	(480) 838-0677	Rucker Restaurant Holdings, LLC	Maria	Galaviz
AZ	Mesa	1186	2120 E Baseline Rd	85204	(480) 497-2795	AAD&J, Inc.	Adel	Farag
AZ	Mesa	1199	1945 W Main St	85201	(480) 733-7997	Rucker Restaurant Holdings, LLC	Maria	Galaviz
AZ	Mesa	1507	1105 S Val Vista Dr	85204	(480) 324-1623	Dosti Enterprise L.L.C.	Adel	Farag
AZ	Mesa	1508	525 N Stapley Dr	85203	(480) 610-5302	AAD&J, Inc.	Adel	Farag
AZ	Mesa	1516	427 W Mckellips Rd	85201	(480) 890-7200	Superior Fast Foods, Inc.	Adel	Farag
AZ	Mesa	1519	1403 S Crismon Rd	85209	(480) 357-3731	Rucker Restaurant Holdings, LLC	Maria	Galaviz
AZ	Mesa	1555	5207 S Power Rd	85212	(480) 279-2536	Stine Enterprises, Inc.	Stephen	Stine
AZ	Nogales	1175	208 N Grand Ave	85621	(520) 287-5266	I Chief, LLC	Mustahil	Shah
AZ	Nogales	1539	383 W Mariposa Rd	85621	(520) 377-2974	I Chief, LLC	Mustahil	Shah
AZ	Page	1149	931 Highway 89	86040	(928) 645-2711	Gateway Fast Foods, Inc.	Adam	Schmitz
AZ	Payson	1136	301 E State Highway 260	85541	(928) 472-8060	Payson Fast Foods, Inc.	Adam	Schmitz
AZ	Peoria	1103	7425 W Cactus Rd	85381	(623) 878-0002	Stine Enterprises, Inc.	Adam	Stine
AZ	Peoria	1145	9066 W Olive Ave	85345	(623) 486-3938	Stine Enterprises, Inc.	Adam	Stine
AZ	Peoria	1513	8236 W Deer Valley Rd	85382	(623) 566-7988	Stine Enterprises, Inc.	Stephen	Stine
AZ	Peoria	1572	9841 W Happy Valley Rd	85383	(623) 561-1610	Stine Enterprises, Inc.	Stephen	Stine
AZ	Phoenix	101	1833 W Van Buren St	85007	(602) 254-9324	Stine Enterprises, Inc.	Adam	Stine
AZ	Phoenix	102	1302 E Mcdowell Rd	85006	(602) 254-1756	Stine Enterprises, Inc.	Adam	Stine
AZ	Phoenix	103	2202 E Indian School Rd	85016	(602) 954-9130	AAD&J, Inc.	Adel	Farag
AZ	Phoenix	105	3545 E Thomas Rd	85018	(602) 956-3020	Superior Fast Foods, Inc.	Adel	Farag
AZ	Phoenix	106	1601 E Van Buren St	85006	(602) 252-1533	Rucker Restaurant Holdings, LLC	Maria	Galaviz
AZ	Phoenix	108	3455 W Mcdowell Rd	85009	(602) 278-0529	Stine Enterprises, Inc.	Adam	Stine
AZ	Phoenix	112	132 W Mcdowell Rd	85003	(602) 253-8666	Stine Enterprises, Inc.	Adam	Stine
AZ	Phoenix	116	4119 N 7th St	85014	(602) 274-3914	Superior Fast Foods, Inc.	Adel	Farag
AZ	Phoenix	123	8951 N 19th Ave	85021	(602) 944-0710	Stine Enterprises, Inc.	Stephen	Stine

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
AZ	Phoenix	127	3215 N Central Ave	85012	(602) 265-2995	Superior Fast Foods, Inc.	Adel	Farag
AZ	Phoenix	129	4313 W Thomas Rd	85031	(602) 278-3971	Stine Enterprises, Inc.	Stephen	Stine
AZ	Phoenix	134	4343 E Camelback Rd	85018	(602) 952-9906	Rucker Restaurant Holdings, LLC	Maria	Galaviz
AZ	Phoenix	142	1935 W Thunderbird Rd	85023	(602) 993-8810	Calzona Foods, Inc.	Joseph	Espinosa
AZ	Phoenix	143	12223 N 32nd St	85032	(602) 992-1030	Stine Enterprises, Inc.	Stephen	Stine
AZ	Phoenix	144	3512 W Thunderbird Rd	85053	(602) 938-8340	Rucker Restaurant Holdings, LLC	Maria	Galaviz
AZ	Phoenix	145	1802 W Bell Rd	85023	(602) 866-9048	Stine Enterprises, Inc.	Adam	Stine
AZ	Phoenix	1100	10621 N 43rd Ave	85029	(602) 439-4843	Stine Enterprises, Inc.	Stephen	Stine
AZ	Phoenix	1102	2520 W Glendale Ave	85051	(602) 995-3677	Stine Enterprises, Inc.	Stephen	Stine
AZ	Phoenix	1105	4741 E Mcdowell Rd	85008	(602) 275-0303	Stine Enterprises, Inc.	Stephen	Stine
AZ	Phoenix	1110	2440 W Thomas Rd	85015	(602) 256-7223	Stine Enterprises, Inc.	Stephen	Stine
AZ	Phoenix	1114	1902 W Buckeye Rd	85009	(602) 253-8142	Stine Enterprises, Inc.	Adam	Stine
AZ	Phoenix	1116	1001 N 24th St	85008	(602) 244-8860	Rucker Restaurant Holdings, LLC	Maria	Galaviz
AZ	Phoenix	1130	4950 E Ray Rd	85044	(480) 496-9168	Stine Enterprises, Inc.	Adam	Stine
AZ	Phoenix	1141	19818 N 27th Ave	85027	(623) 780-3669	Stine Enterprises, Inc.	Adam	Stine
AZ	Phoenix	1147	4020 E Bell Rd	85032	(602) 953-5495	Stine Enterprises, Inc.	Stephen	Stine
AZ	Phoenix	1153	17017 N Cave Creek Rd	85032	(602) 971-9496	Stine Enterprises, Inc.	Adam	Stine
AZ	Phoenix	1154	7510 W Indian School Rd	85033	(623) 849-3022	Stine Enterprises, Inc.	Adam	Stine
AZ	Phoenix	1172	6001 W Thomas Rd	85033	(623) 247-1746	Stine Enterprises, Inc.	Adam	Stine
AZ	Phoenix	1180	5814 S Central Ave	85040	(602) 276-2183	Stine Enterprises, Inc.	Adam	Stine
AZ	Phoenix	1181	2701 W Camelback Rd	85017	(602) 249-0170	Stine Enterprises, Inc.	Adam	Stine
AZ	Phoenix	1182	7850 N 35th Ave	85051	(602) 841-1350	Rucker Restaurant Holdings, LLC	Maria	Galaviz
AZ	Phoenix	1183	4749 E Southern Ave	85042	(602) 438-0578	Rucker Restaurant Holdings, LLC	Maria	Galaviz
AZ	Phoenix	1190	4151 W Bell Rd	85053	(602) 843-5716	Calzona Foods, Inc.	Joseph	Espinosa
AZ	Phoenix	1192	3150 E Washington St	85034	(602) 275-5083	Stine Enterprises, Inc.	Adam	Stine
AZ	Phoenix	1193	6351 N 7th St	85014	(602) 241-1433	Calzona Foods, Inc.	Joseph	Espinosa
AZ	Phoenix	1514	9920 W Indian School Rd	85037	(623) 772-1600	Stine Enterprises, Inc.	Stephen	Stine
AZ	Phoenix	1517	8225 W Camelback Rd	85033	(623) 849-0630	Stine Enterprises, Inc.	Adam	Stine
AZ	Phoenix	1520	3502 W Buckeye Rd	85009	(602) 353-1660	Stine Enterprises, Inc.	Adam	Stine
AZ	Phoenix	1522	9050 W Thomas Rd	85037	(623) 872-1375	Stine Enterprises, Inc.	Stephen	Stine
AZ	Phoenix	1524	620 E Buckeye Rd	85004	(602) 258-6305	Stine Enterprises, Inc.	Adam	Stine
AZ	Phoenix	1525	2141 W Deer Valley Rd	85027	(623) 582-0894	Stine Enterprises, Inc.	Stephen	Stine
AZ	Phoenix	1529	1921 W Broadway Rd	85041	(602) 305-9019	Stine Enterprises, Inc.	Adam	Stine
AZ	Phoenix	1533	2330 E Baseline Rd	85042	(602) 243-5585	Stine Enterprises, Inc.	Stephen	Stine
AZ	Phoenix	1535	2711 S 40th St	85034	(602) 437-0706	Rucker Restaurant Holdings, LLC	Maria	Galaviz
AZ	Phoenix	1552	6120 S 35th Ave	85041	(602) 276-3653	Stine Enterprises, Inc.	Stephen	Stine

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
AZ	Phoenix	1553	2420 E Beardsley Rd	85050	(602) 485-4030	Stine Enterprises, Inc.	Stephen	Stine
AZ	Phoenix	1560	2113 W Happy Valley Rd	85085	(623) 869-5006	Stine Enterprises, Inc.	Stephen	Stine
AZ	Phoenix	1576	2645 W Carefree Hwy	85085	(623) 587-9515	Stine Enterprises, Inc.	Adam	Stine
AZ	Phoenix	1587	1075 N 67th Ave	85043	(623) 907-6364	Stine Enterprises, Inc.	Stephen	Stine
AZ	Phoenix	1590	1125 N. 51st Ave.	85043	(602) 442-2155	Stine Enterprises, Inc.	Adam	Stine
AZ	Phoenix	1591	18441 N 7th St	85022	(602) 296-5152	Stine Enterprises, Inc.	Adam	Stine
AZ	Prescott	1540	3182 Willow Creek Rd	86301	(928) 771-0182	Prescott Fast Foods, Inc.	Adam	Schmitz
AZ	Prescott Valley	1512	7622 E State Route 69	86314	(928) 759-7227	Prescott Fast Foods, Inc.	Adam	Schmitz
AZ	Queen Creek	1542	534 E Hunt Hwy	85143	(480) 458-5225	Rucker Restaurant Holdings, LLC	Maria	Galaviz
AZ	Queen Creek	1574	21292 E Ocotillo Rd	85142	(480) 655-6027	Rucker Restaurant Holdings, LLC	Maria	Galaviz
AZ	San Tan Valley	100	37723 N Gantzel Rd	85140	(480) 902-4463	Rucker Restaurant Holdings, LLC	Maria	Galaviz
AZ	Scottsdale	115	7412 E Mcdowell Rd	85257	(480) 946-8941	Stine Enterprises, Inc.	Stephen	Stine
AZ	Scottsdale	135	8030 E Indian School Rd	85251	(480) 945-1750	Rucker Restaurant Holdings, LLC	Maria	Galaviz
AZ	Scottsdale	147	7116 E Shea Blvd	85254	(480) 991-0820	Stine Enterprises, Inc.	Stephen	Stine
AZ	Scottsdale	1143	14842 Frank Lloyd Wright Blvd	85260	(480) 614-2665	Calzona Foods, Inc.	Joseph	Espinosa
AZ	Scottsdale	1189	13610 N Scottsdale Rd Ste 31	85254	(480) 443-8005	Calzona Foods, Inc.	Joseph	Espinosa
AZ	Scottsdale	1580	20385 N Hayden Rd	85255	(480) 419-4329	Stine Enterprises, Inc.	Adam	Stine
AZ	Show Low	1125	4435 S White Mountain Rd	85901	(928) 537-0696	Northern Arizona Fast Foods, Inc.	Adam	Schmitz
AZ	Sierra Vista	1152	750 E Fry Blvd	85635	(520) 458-2666	I Chief, LLC	Mustahil	Shah
AZ	Sierra Vista	1554	2039 El Mercado Loop	85635	(520) 417-0990	I Chief, LLC	Mustahil	Shah
AZ	Sun City	1566	9906 W Thunderbird Blvd	85351	(623) 974-3120	Stine Enterprises, Inc.	Adam	Stine
AZ	Surprise	1510	13738 W Bell Rd	85374	(623) 544-1531	Stine Enterprises, Inc.	Adam	Stine
AZ	Surprise	1563	16760 W Bell Rd	85374	(623) 975-5294	Stine Enterprises, Inc.	Adam	Stine
AZ	Surprise	1579	15333 W Waddell Rd	85379	(623) 546-3912	Stine Enterprises, Inc.	Adam	Stine
AZ	Tempe	118	721 S Mill Ave	85281	(480) 967-8570	Superior Fast Foods, Inc.	Adel	Farag
AZ	Tempe	131	942 E Broadway Rd	85282	(480) 966-9080	Rucker Restaurant Holdings, LLC	Maria	Galaviz
AZ	Tempe	1112	901 E Curry Rd	85281	(480) 966-8367	Calzona Foods, Inc.	Joseph	Espinosa
AZ	Tempe	1120	850 E Guadalupe Rd	85283	(480) 730-9888	Stine Enterprises, Inc.	Adam	Stine
AZ	Tempe	1158	3102 S Mill Ave	85282	(480) 894-1077	Calzona Foods, Inc.	Joseph	Espinosa
AZ	Tempe	1197	2145 E University Dr	85281	(480) 894-8419	CMAZ, LLC	Adel	Farag
AZ	Tempe	1594	1350 W Broadway Rd	85282	(602) 843-0530	Stine Enterprises, Inc.	Adam	Stine
AZ	Tolleson	1108	8302 W Lynwood St	85353	(623) 936-6259	Stine Enterprises, Inc.	Adam	Stine
AZ	Tolleson	1561	9840 W Lower Buckeye Rd	85353	(623) 936-1801	Stine Enterprises, Inc.	Stephen	Stine
AZ	Tucson	132	934 E Speedway Blvd	85719	(520) 792-3054	I Chief, LLC	Mustahil	Shah
AZ	Tucson	133	4455 E Broadway Blvd	85711	(520) 326-8108	I Chief, LLC	Mustahil	Shah
AZ	Tucson	139	1302 S Kolb Ave	85710	(520) 747-1182	I Chief, LLC	Mustahil	Shah

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
AZ	Tucson	1106	7910 E Speedway Blvd	85710	(520) 298-3002	I Chief, LLC	Mustahil	Shah
AZ	Tucson	1111	4450 1st Ave	85719	(520) 888-8846	I Chief, LLC	Mustahil	Shah
AZ	Tucson	1127	305 W Grant Rd	85705	(520) 629-0401	I Chief, LLC	Mustahil	Shah
AZ	Tucson	1150	7031 E Tanque Verde Rd	85715	(520) 885-3021	I Chief, LLC	Mustahil	Shah
AZ	Tucson	1155	3121 N Campbell Ave	85719	(520) 325-3941	I Chief, LLC	Mustahil	Shah
AZ	Tucson	1157	550 W Valencia Rd	85706	(520) 889-4422	I Chief, LLC	Mustahil	Shah
AZ	Tucson	1166	1195 S Craycroft Rd	85711	(520) 790-3156	I Chief, LLC	Mustahil	Shah
AZ	Tucson	1167	4949 N Oracle Rd	85704	(520) 887-8770	I Chief, LLC	Mustahil	Shah
AZ	Tucson	1168	3397 S 6th Ave	85713	(520) 622-3235	I Chief, LLC	Mustahil	Shah
AZ	Tucson	1173	3326 E Grant Rd	85716	(520) 326-8711	I Chief, LLC	Mustahil	Shah
AZ	Tucson	1174	1202 W St Marys Rd	85745	(520) 623-4957	I Chief, LLC	Mustahil	Shah
AZ	Tucson	1505	5000 E Valencia Rd	85756	(520) 664-2246	I Chief, LLC	Mustahil	Shah
AZ	Tucson	1534	3030 W El Camino Del Cerro	85745	(520) 888-1656	I Chief, LLC	Mustahil	Shah
AZ	Tucson	1551	2985 W Valencia Rd	85746	(520) 883-7484	I Chief, LLC	Mustahil	Shah
AZ	Tucson	1557	6380 E Golf Links Rd	85730	(520) 790-3003	I Chief, LLC	Mustahil	Shah
AZ	Tucson	1571	9530 E 22nd St	85748	(520) 751-1881	I Chief, LLC	Mustahil	Shah
AZ	Youngtown	1546	11101 Nw Grand Ave	85363	(623) 523-0211	Stine Enterprises, Inc.	Adam	Stine
CA	Acton	3304	3830 W Sierra Hwy	93510	(661) 269-2635	JIB Holdings I, LLC	Terry	Shindle
CA	Agoura	181	5033 N Kanan Rd	91301	(818) 889-1653	Herrick Foods, LLC	Mike	Herrick
CA	Alameda	432	1257 Park St	94501	(510) 522-8865	Gul Food Management, Inc.	Saeed	Khan
CA	Alameda	437	1826 Webster St	94501	(510) 523-6396	Gul Food Management, Inc.	Saeed	Khan
CA	Altadena	364	2305 N Lake Ave	91001	(626) 791-5402	Bromley Foods, Inc.	Terence	Jones
CA	American Canyon	4334	107 W American Canyon Rd	94503	(707) 644-1543	Golden State Jacks, Inc.	Beryl	Haroan
CA	Anaheim	223	2793 W Ball Rd	92804	(714) 220-9175	Shan Fast Food Inc.	Nasim	Siddiqui
CA	Anaheim	231	100 S State College Blvd	92806	(714) 758-9325	Graffius Food Services, Inc.	Karen	Graffius
CA	Anaheim	264	10642 W Katella Ave	92804	(714) 778-3054	Graffius Enterprises, Inc.	Mark	Graffius
CA	Anaheim	3165	2210 S Harbor Blvd	92802	(714) 740-1131	Graffius Enterprises, Inc.	Mark	Graffius
CA	Anaheim	3243	999 S Brookhurst St	92804	(714) 778-1232	Central Group South, LLC	Cedric	Fong
CA	Anaheim	3258	290 W Lincoln Ave	92805	(714) 533-0136	Graffius Food Services, Inc.	Karen	Graffius
CA	Anaheim	3274	1155 N Euclid Ave	92801	(714) 772-3740	TBS Foods, Inc.	Behzad	Nematzadeh
CA	Anaheim	3510	1101 N Magnolia Ave	92801	(714) 484-4773	KIPER ENTERPRISES, INC.	Gino	Perucci
CA	Anderson	4368	2010 Arby Way	96007	(530) 365-1765	Chico Foods, LLC	Behzad	Nematzadeh
CA	Antelope	3404	7949 Watt Ave	95843	(916) 334-1641	CALJAX, INC.	Metri	Lutfi
CA	Antioch	3491	4801 Lone Tree Way	94531	(925) 753-0406	AKKAM, INC.	Anil	Yadav
CA	Antioch	4340	2705 Hillcrest Ave	94531	(925) 754-2650	AKKAM, INC.	Anil	Yadav
CA	Apple Valley	3232	21630 Bear Valley Rd	92308	(760) 240-1746	Envision Foods, LLC	Terry	Shindle

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
CA	Apple Valley	3326	20168 Us Highway 18	92307	(760) 946-2203	JIB Holdings I, LLC	Terry	Shindle
CA	Apple Valley	5400	15818 Apple Valley Rd	92307	(760) 946-1416	Envision Foods, LLC	Terry	Shindle
CA	Apple Valley	5413	18901 Bear Valley Rd	92308	(760) 247-6661	Envision Foods, LLC	Terry	Shindle
CA	Arcadia	3516	164 E Live Oak Ave	91006	(626) 254-9082	Square King Foods, Inc.	Sam	Fong
CA	Arroyo Grande	399	1208 Grand Ave	93420	(805) 489-3668	SBF Foods, LLC	Pankaj	Bhatia
CA	Artesia	3190	18299 Pioneer Blvd	90701	(562) 860-6657	Square King Foods, Inc.	Sam	Fong
CA	Atascadero	5418	9000 W Front St	93422	(805) 462-9200	SBF Foods, LLC	Pankaj	Bhatia
CA	Atwater	589	1898 Bellevue Rd	95301	(209) 358-5992	Fresno Foods, LLC	Behzad	Nematzadeh
CA	Auburn	471	13421 E Lincoln Way	95603	(530) 888-0750	Devika Restaurants Inc.	Dev	Sagar
CA	Auburn	535	2680 Grass Valley Hwy	95603	(530) 823-6220	Devika Restaurants Inc.	Dev	Sagar
CA	Azusa	3217	877 E Alosta Ave	91702	(626) 969-1153	M & B Restaurant Group	Gregory	Gribble
CA	Azusa	3579	126 N Azusa Ave	91702	(626) 334-7504	California Sunrise, Incorporated	Garren	Grieve
CA	Baker	3394	72358 Baker Blvd	92309	(760) 733-4814	JIB Holdings I, LLC	Terry	Shindle
CA	Bakersfield	174	5656 California Ave	93309	(661) 325-9067	EBS Foods, LLC	Eddie	Nieves
CA	Bakersfield	176	3350 Stine Ave	93309	(661) 397-6872	MFT Enterprises LP	Patrice	Roux
CA	Bakersfield	300	3002 Ming Ave	93304	(661) 832-5942	MFT Enterprises LP	Patrice	Roux
CA	Bakersfield	3162	5320 Olive Dr	93308	(661) 393-3391	EBS Foods, LLC	Eddie	Nieves
CA	Bakersfield	3199	1200 Oak St	93304	(661) 861-8337	MFT Enterprises LP	Patrice	Roux
CA	Bakersfield	3235	2220 Chester Ave	93301	(661) 324-9330	MFT Enterprises LP	Patrice	Roux
CA	Bakersfield	3271	4200 Chester Ave	93301	(661) 325-6323	MFT Enterprises LP	Patrice	Roux
CA	Bakersfield	3316	205 Trask St	93314	(661) 764-6104	EBS Foods, LLC	Eddie	Nieves
CA	Bakersfield	3508	17081 Zachary Rd	93308	(661) 392-1224	EBS Foods, LLC	Eddie	Nieves
CA	Bakersfield	3543	4750 Gosford Rd	93313	(661) 834-0190	EBS Foods, LLC	Eddie	Nieves
CA	Bakersfield	4355	2641 Mt Vernon Ave	93306	(661) 872-9850	MFT Enterprises LP	Patrice	Roux
CA	Bakersfield	4385	6815 Stine Rd	93313	(661) 832-7506	MFT Enterprises LP	Patrice	Roux
CA	Bakersfield	4392	11102 Brimhall Rd	93312	(661) 589-5810	EBS Foods, LLC	Eddie	Nieves
CA	Bakersfield	4396	3300 Buena Vista Rd Bldg H	93311	(661) 664-5716	EBS Foods, LLC	Eddie	Nieves
CA	Bakersfield	4407	2955 N Chester Ave	93308	(661) 387-9454	EBS Foods, LLC	Eddie	Nieves
CA	Baldwin Park	5303	14611 Dalewood St	91706	(626) 851-9875	California Sunrise, Incorporated	Garren	Grieve
CA	Banning	3233	6350 W Ramsey St	92220	(951) 845-2399	Desert Jack, LLC	Terry	Shindle
CA	Banning	5359	770 W Ramsey St	92220	(951) 849-0702	Desert Jack, LLC	Terry	Shindle
CA	Barstow	368	1370 E Main St	92311	(760) 256-3167	Envision Foods, LLC	Terry	Shindle
CA	Beaumont	5405	89 S Beaumont Ave	92223	(951) 769-2888	Highland Food Express, Inc.	Hai	Zaidul
CA	Bell	242	4525 Florence Ave	90201	(323) 771-9439	Dhillon Foods, Inc.	Priya	Dhillon
CA	Berkeley	431	2197 San Pablo Ave	94702	(510) 841-3574	Sksingh, Inc.	Sarjeet	Singh
CA	Big Bear Lake	362	40771 Village Dr	92315	(909) 866-6436	Envision Foods, LLC	Terry	Shindle

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
CA	Bishop	170	575 S Main St	93514	(760) 872-1190	Envision Foods, LLC	Terry	Shindle
CA	Blythe	67	190 S Lovekin Blvd	92225	(760) 921-8453	Stine Enterprises, Inc.	Adam	Stine
CA	Bonita	68	4011 Bonita Rd	91902	(619) 475-8201	N Farooqi Properties, LLC	Nasir	Farooqi
CA	Bonsall	3009	5256 S Mission Rd	92003	(760) 945-0472	Beshay Foods, Inc.	Dawood	Beshay
CA	Brea	3251	315 S Brea Blvd	92821	(714) 529-2361	Three Powers Foods, Inc.	Cedric	Fong
CA	Brentwood	4399	3191 Balfour Rd	94513	(925) 240-7480	AKKAM, INC.	Anil	Yadav
CA	Buellton	5411	250 E Highway 246	93427	(805) 688-6886	SBF Foods, LLC	Pankaj	Bhatia
CA	Buena Park	158	6865 La Palma Ave	90620	(714) 994-0772	Square King Foods, Inc.	Sam	Fong
CA	Buena Park	166	5460 Beach Blvd	90621	(714) 522-5308	Jokar Enterprises, Inc.	Mark	Graffius
CA	Buena Park	3207	5990 Orangethorpe Ave	90620	(714) 670-8412	Square King Foods, Inc.	Sam	Fong
CA	Calabasas	3191	26510 Agoura Rd	91302	(818) 880-9097	Sood Enterprises, Inc.	Sudesh	Sood
CA	Calimesa	3550	1199 7th St	92320	(909) 795-8112	SB Food Express, Inc.	Hai	Zaidul
CA	Camarillo	3247	4901 Verdugo Way	93012	(805) 987-5159	Caltex Foods, Inc.	Mike	Herrick
CA	Camarillo	3259	1650 Daily Dr	93010	(805) 484-9443	Caltex Foods, Inc.	Mike	Herrick
CA	Campbell	411	1737 S Bascom Ave	95008	(408) 377-7074	JB Restaurant #411, Inc.	Larry	Jones
CA	Campbell	412	1450 W Campbell Ave	95008	(408) 378-0621	JB Restaurant #412, Inc.	Larry	Jones
CA	Campbell	496	510 W Hamilton Ave	95008	(408) 866-0131	L J & W, Inc.	Larry	Jones
CA	Canoga Park	310	20840 Roscoe Blvd	91306	(818) 998-4295	Newco Foods, Inc.	Sudesh	Sood
CA	Canoga Park	348	7264 Topanga Canyon Blvd	91303	(818) 347-8353	Sunrise Foods, LLC	Riju	Sood
CA	Canoga Park	3308	6800 De Soto Ave	91303	(818) 313-9459	Sunrise Foods, LLC	Riju	Sood
CA	Canyon Country	187	18955 W Soledad Cyn Rd	91351	(661) 252-4321	MEL-Z ENTERPRISE, INC.	Melvin	Thompson Sr
CA	Carlsbad	36	901 Carlsbad Village Dr	92008	(760) 434-7141	Beshay Foods, Inc.	Dawood	Beshay
CA	Carlsbad	3006	7050 Avenida Encinas	92009	(760) 438-1461	Restaurant Leadership Group, LLC	Dawood	Beshay
CA	Carmichael	494	5845 Marconi Ave	95608	(916) 487-6876	Brian W. Emry	Brian	Emry
CA	Carson	180	20423 Avalon Blvd	90746	(310) 515-1861	EBS Foods, LLC	Eddie	Nieves
CA	Carson	273	23813 Avalon Blvd	90745	(310) 830-2621	Dhillon Foods, Inc.	Priya	Dhillon
CA	Carson	3255	111 E 223rd St	90745	(310) 518-3025	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh
CA	Carson	3525	939 E Carson St	90745	(310) 522-5696	JVS Foods, Inc.	Victoria	Su
CA	Carson	5310	319 E Albertoni St	90746	(310) 217-0882	Jushen Restaurants, Inc.	Priya	Dhillon
CA	Carson	5369	22220 Wilmington Ave	90745	(310) 522-0725	TBS Foods, Inc.	Behzad	Nematzadeh
CA	Castaic	3208	31769 The Old Rd	91384	(661) 257-1889	MEL-Z ENTERPRISE, INC.	Melvin	Thompson Sr
CA	Castaic	5389	28090 N Hasley Canyon Rd	91384	(661) 775-9360	MEL-Z ENTERPRISE, INC.	Melvin	Thompson Sr
CA	Cathedral City	3279	34-311 Date Palm Dr	92234	(760) 770-4504	Envision Foods, LLC	Terry	Shindle
CA	Cathedral City	5397	68020 Vista Chino	92234	(760) 327-0580	Desert Jack, LLC	Terry	Shindle
CA	Chico	446	500 Broadway St	95928	(530) 893-5198	Chico Foods, LLC	Behzad	Nematzadeh
CA	Chico	549	2542 Esplanade	95973	(530) 894-6910	Chico Foods, LLC	Behzad	Nematzadeh

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
CA	Chico	4350	1955 20th St	95928	(530) 894-2559	Chico Foods, LLC	Behzad	Nematzadeh
CA	Chino Hills	178	14864 Pipeline Ave	91709	(909) 597-8995	Jumbo Fun Foods	Kevin	Townsend
CA	Chino Hills	3246	13850 Peyton Dr	91709	(909) 465-1803	Highland Food Express, Inc.	Hai	Zaidul
CA	Chino Hills	3537	6570 Butterfield Ranch Rd	91709	(909) 606-8003	Las Malvinas, Inc.	Alex	Carcavallo
CA	Chowchilla	3399	18158 Avenue 24	93610	(559) 665-2091	Fresno Foods, LLC	Behzad	Nematzadeh
CA	Chula Vista	63	1408 3rd Ave	91911	(619) 420-3902	DMSD Foods, Inc.	Dawood	Beshay
CA	Chula Vista	86	5 N 4th Ave	91910	(619) 426-0533	N Farooqi Properties, LLC	Nasir	Farooqi
CA	Chula Vista	3070	947 Otay Lake Rd	91913	(619) 216-3070	DMSD Foods, Inc.	Dawood	Beshay
CA	Chula Vista	3072	925 Eastlake Parkway	91914	(619) 482-3072	DMSD Foods, Inc.	Dawood	Beshay
CA	Chula Vista	3078	2015 Birch Rd, Ste 2700	91915	(619) 421-3078	DMSD Foods, Inc.	Dawood	Beshay
CA	Citrus Heights	489	6131 Greenback Ln	95621	(916) 722-2600	Nor-Cal Venture Group, Inc.	Anil	Yadav
CA	Citrus Heights	4323	7807 Sunrise Blvd	95610	(916) 726-1028	Nor-Cal Venture Group, Inc.	Anil	Yadav
CA	City Of Industry	3201	18271 Gale Ave	91748	(626) 810-7963	TBS Foods, Inc.	Behzad	Nematzadeh
CA	City Of Industry	5361	13361 Crossroads Pkwy N	91746	(562) 695-5651	FEAST Foods, LLC	Bashir	Eramya
CA	Clearlake	4314	15945 Dam Rd	95422	(707) 994-4387	North Bay Jack, Inc.	Ali	Morovat
CA	Clovis	3222	1132 Clovis Ave	93612	(559) 297-1992	Fresno Foods, LLC	Behzad	Nematzadeh
CA	Clovis	3567	1680 Herndon Ave	93611	(559) 323-5295	Fresno Foods, LLC	Behzad	Nematzadeh
CA	Clovis	5440	3120 Fowler Ave	93611	(559) 577-1358	Fresno Foods, LLC	Behzad	Nematzadeh
CA	Coachella	3523	46651 Dillon Rd	92236	(760) 347-3006	Desert Jack, LLC	Terry	Shindle
CA	Coachella	5344	52144 Harrison St	92236	(760) 398-9727	Desert Jack, LLC	Terry	Shindle
CA	Colton	3293	1191 S Mt Vernon Ave	92324	(909) 783-7748	SB Food Express, Inc.	Hai	Zaidul
CA	Colton	3585	1199 N Mt Vernon Ave	92324	(909) 783-8107	SB Food Express, Inc.	Hai	Zaidul
CA	Colton	5370	756 W Valley Blvd	92324	(909) 783-0640	OC Food Express, Inc.	Hai	Zaidul
CA	Commerce	3254	7503 E Slauson Ave	90040	(323) 890-2945	Jushen Restaurants, Inc.	Priya	Dhillon
CA	Compton	240	701 E Rosecrans Ave	90221	(310) 608-1083	TBS Foods, Inc.	Behzad	Nematzadeh
CA	Compton	253	115 N Central Ave	90220	(310) 603-8728	TBS Foods, Inc.	Behzad	Nematzadeh
CA	Concord	410	1710 Monument Blvd	94520	(925) 671-7911	Aries Hospitality Services, Inc.	Sushma	Gupta
CA	Concord	443	4740 Clayton Rd	94521	(925) 682-1275	Aries Hospitality Services, Inc.	Sushma	Gupta
CA	Concord	4400	1051 Willow Pass Ct	94520	(925) 798-5066	AKKAM, INC.	Anil	Yadav
CA	Corning	3489	3098 Highway 99 W	96021	(530) 824-4390	Chico Foods, LLC	Behzad	Nematzadeh
CA	Corona	3200	4715 Green River Rd	92880	(951) 272-0841	Jumbo Fun Foods	Kevin	Townsend
CA	Corona	3276	2296 Griffin Way	92879	(951) 272-3761	DMSD Foods, Inc.	Dawood	Beshay
CA	Corona	3292	1180 E Ontario Ave	92881	(951) 898-7907	DMSD Foods, Inc.	Dawood	Beshay
CA	Corona	3557	2711 Green River Rd	92882	(951) 272-2037	JDC Food Services, Inc.	Caryn	Ochoa
CA	Corona	5340	784 N Main St	92880	(951) 739-7780	JDC Food Services, Inc.	Caryn	Ochoa
CA	Corona	5349	1315 Magnolia Ave Ste 102	92879	(951) 278-9764	DMSD Foods, Inc.	Dawood	Beshay

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
CA	Coronado	3081	3238 Guadalcanal Rd Bldg #33	92155	(619) 437-7179	DMSD Foods, Inc.	Dawood	Beshay
CA	Costa Mesa	243	2235 Harbor Blvd	92627	(949) 548-7027	FEAST Foods, LLC	Bashir	Eramya
CA	Costa Mesa	246	1205 Baker St	92626	(714) 557-7007	GCP Enterprises, Inc.	Gino	Perucci
CA	Costa Mesa	284	385 E 17th St	92627	(949) 548-7047	Graffius Food Services, Inc.	Karen	Graffius
CA	Costa Mesa	3240	2930 Harbor Blvd	92626	(714) 662-3469	GCP Enterprises, Inc.	Gino	Perucci
CA	Costa Mesa	3509	2602 Newport Blvd	92627	(949) 631-0282	KIPER ENTERPRISES, INC.	Gino	Perucci
CA	Covina	320	1052 N Grand Ave	91724	(626) 332-1995	Highland Food Express, Inc.	Hai	Zaidul
CA	Covina	5424	535 S Citrus Ave	91723	(626) 967-7622	M & B Restaurant Group	Gregory	Gribble
CA	Crescent City	4327	1233 6th St	95531	(707) 465-3763	Indmex Corporation	Shilpa	Gogri
CA	Culver City	234	5400 Sepulveda Blvd	90230	(310) 397-4931	EBS Foods, LLC	Eddie	Nieves
CA	Cupertino	490	1451 S De Anza Blvd	95014	(408) 515-4760	JIB Restaurant Group, Inc.	Shang Chun	Hsia
CA	Cypress	5428	4901 Lincoln Ave	90630	(714) 952-1632	FEAST Foods, LLC	Bashir	Eramya
CA	Dana Point	161	34297 Pacific Coast Hwy	92629	(949) 443-4054	R.W. Forsum Enterprises	Reynold	Forsum
CA	Davis	467	337 G St	95616	(530) 297-0400	Nor-Cal Venture Group, Inc.	Anil	Yadav
CA	Del Mar	81	2690 Del Mar Heights Rd	92014	(858) 755-2828	MZM Foods, Inc.	Zakaria	Samaan
CA	Del Rey Oaks	3478	435 Canyon Del Rey Blvd	93940	(831) 899-8615	Central Coast Restaurants Inc.	Michael	Flores
CA	Desert Hot Springs	5328	22600 Palm Dr	92240	(760) 329-4991	Desert Jack, LLC	Terry	Shindle
CA	Diamond Bar	3216	1165 S Diamond Bar Blvd	91765	(909) 861-3562	Three Powers Foods, Inc.	Cedric	Fong
CA	Diamond Bar	3245	20965 Golden Springs Dr	91765	(909) 595-1414	JYM Enterprises, Inc.	John	Maki
CA	Dinuba	3446	2100 E El Monte Way	93618	(559) 591-3505	VTP Enterprises	Patrice	Roux
CA	Dixon	3454	150 Dorset Dr	95620	(707) 678-3045	Nor-Cal Venture Group, Inc.	Anil	Yadav
CA	Downey	218	7905 E Imperial Hwy	90242	(562) 862-1958	Square King Foods, Inc.	Sam	Fong
CA	Downey	3154	10037 Lakewood Blvd	90240	(562) 923-1934	Three Powers Foods, Inc.	Cedric	Fong
CA	Downey	3511	8136 Telegraph Blvd	90240	(562) 776-6038	Jushen Restaurants, Inc.	Priya	Dhillon
CA	Downey	5451	9511 Firestone Blvd	90241	(562) 923-6690	Square King Foods, Inc.	Sam	Fong
CA	Dublin	462	7265 Village Pkwy	94568	(925) 828-2040	Gogris Corporation	Shilpa	Gogri
CA	Dunnigan	3465	3970 County Rd 89	95937	(530) 724-4022	Devika Restaurants Inc.	Dev	Sagar
CA	Eagle Rock	326	4470 Eagle Rock Blvd	90041	(323) 259-3154	Sood Enterprises, Inc.	Sudesh	Sood
CA	Echo Park	3348	1710 Glendale Blvd	90026	(323) 661-7225	Sunrise Foods, LLC	Riju	Sood
CA	El Cajon	7	393 W Main St	92020	(619) 447-2520	DMSD Foods, Inc.	Dawood	Beshay
CA	El Cajon	32	495 N 2nd St	92021	(619) 440-8286	DMSD Foods, Inc.	Dawood	Beshay
CA	El Cajon	54	2733 Navajo Rd	92020	(619) 697-3957	DMSD Foods, Inc.	Dawood	Beshay
CA	El Cajon	78	140 Broadway	92021	(619) 442-4747	DMSD Foods, Inc.	Dawood	Beshay
CA	El Cajon	3003	2461 Jamacha Rd	92019	(619) 444-1086	Charles J. Stauffer	Charles	Stauffer
CA	El Cajon	3033	14039 Highway 8 Business	92021	(619) 938-1940	DMSD Foods, Inc.	Dawood	Beshay
CA	El Cajon	3050	350 E Chase Ave	92020	(619) 401-9631	DMSD Foods, Inc.	Dawood	Beshay

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
CA	El Cajon	3064	1700 E Main St	92021	(619) 441-2564	DMSD Foods, Inc.	Dawood	Beshay
CA	El Cerrito	428	10409 San Pablo Ave	94530	(510) 525-6271	Gul Food Management, Inc.	Saeed	Khan
CA	El Cerrito	572	5920 Cutting Blvd	94530	(510) 236-9195	Gul Food Management, Inc.	Saeed	Khan
CA	El Dorado Hills	3439	1023 Saratoga Way	95762	(916) 933-5764	Vanmel, Inc.	Anil	Yadav
CA	El Monte	3211	1933 Durfee Ave	91733	(626) 444-8029	JYM Enterprises, Inc.	John	Maki
CA	El Monte	3256	10699 Valley Blvd	91731	(626) 444-3629	JYM Enterprises, Inc.	Hisayo	Maki
CA	El Monte	5335	9220 Flair Dr	91731	(626) 571-5462	JYM Enterprises, Inc.	John	Maki
CA	El Monte	5346	11780 Ramona Blvd	91732	(626) 279-7549	JYM Enterprises, Inc.	John	Maki
CA	El Sobrante	418	4080 San Pablo Dam Rd	94803	(510) 223-3354	ARGO Hospitality Services, Inc.	Sushma	Gupta
CA	El Toro	387	23812 El Toro Rd	92630	(949) 581-2883	FEAST Foods, LLC	Bashir	Eramya
CA	Elk Grove	3436	9179 Elk Grove Florin Rd	95624	(916) 685-2520	Nor-Cal Venture Group, Inc.	Anil	Yadav
CA	Elk Grove	3438	4820 Laguna Blvd	95758	(916) 683-6545	Nor-Cal Venture Group, Inc.	Anil	Yadav
CA	Encinitas	97	1439 Encinitas Blvd	92024	(760) 943-1134	Restaurant Leadership Group, LLC	Dawood	Beshay
CA	Escondido	75	550 W Mission Ave	92025	(760) 745-7785	Restaurant Leadership Group, LLC	Dawood	Beshay
CA	Etiwanda	5373	12340 Highland Ave Ste B	91739	(909) 646-9512	AW Malik, Inc.	Aslam	Malik
CA	Eureka	4317	1620 Broadway	95501	(707) 476-0477	Indmex Corporation	Shilpa	Gogri
CA	Fair Oaks	521	8100 Greenback Ln	95628	(916) 723-5947	Brian W. Emry	Brian	Emry
CA	Fairfield	451	1980 N Texas St	94533	(707) 426-5039	Golden State Jacks, Inc.	Beryl	Haroan
CA	Fairfield	568	1965 W Texas St	94533	(707) 429-2772	Golden State Jacks, Inc.	Beryl	Haroan
CA	Fairfield	3455	107 Red Top Rd	94534	(707) 863-9781	Golden State Jacks, Inc.	Beryl	Haroan
CA	Fairfield	4346	4490 Central Way	94534	(707) 864-3641	Golden State Jacks, Inc.	Beryl	Haroan
CA	Fallbrook	66	1465 S Mission Rd	92028	(760) 723-8565	Beshay Foods, Inc.	Dawood	Beshay
CA	Farmersville	5401	1662 N Farmersville Blvd	93223	(559) 747-5000	VTP Enterprises	Patrice	Roux
CA	Folsom	3442	9550 Greenback Ln	95630	(916) 988-3927	Vanmel, Inc.	Anil	Yadav
CA	Folsom	3452	401 Blue Ravine Rd	95630	(916) 983-2107	Vanmel, Inc.	Anil	Yadav
CA	Fontana	3370	3910 Sierra Ave	92336	(909) 429-0170	North Star Food Services, Inc.	Gregory	Gribble
CA	Fontana	3554	13449 Baseline Ave	92336	(909) 463-6434	AW Malik, Inc.	Aslam	Malik
CA	Freedom	3487	1700 Freedom Blvd	95019	(831) 724-8081	Central Coast Restaurants Inc.	Michael	Flores
CA	Fremont	402	36848 Fremont Blvd	94536	(510) 793-6011	Parivar, Inc.	Anil	Yadav
CA	Fremont	425	41115 Fremont Blvd	94538	(510) 656-9535	Parivar, Inc.	Anil	Yadav
CA	Fremont	529	46351 Mission Blvd	94539	(510) 657-9652	AKKAM, INC.	Anil	Yadav
CA	Fremont	598	34701 Ardenwood Blvd	94555	(510) 796-5972	Parivar, Inc.	Anil	Yadav
CA	Fremont	3461	43921 Osgood Rd	94539	(510) 353-9739	Parivar, Inc.	Anil	Yadav
CA	Fremont	4328	5533 Stevenson Blvd	94538	(510) 490-3299	Parivar, Inc.	Anil	Yadav
CA	Fremont	4366	40015 Mission Blvd	94539	(510) 770-9583	Gogris Corporation	Shilpa	Gogri
CA	Fresno	441	2124 N Blackstone Hwy	93703	(559) 224-6431	Fresno Foods, LLC	Behzad	Nematzadeh

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
CA	Fresno	507	3025 E Shaw Ave	93710	(559) 292-7754	Fresno Foods, LLC	Behzad	Nematzadeh
CA	Fresno	509	3110 E Tulare St	93702	(559) 237-2833	Fresno Foods, LLC	Behzad	Nematzadeh
CA	Fresno	526	2195 W Shaw Ave	93711	(559) 229-4247	Fresno Foods, LLC	Behzad	Nematzadeh
CA	Fresno	538	6720 N Blackstone Ave	93710	(559) 432-2826	Fresno Foods, LLC	Behzad	Nematzadeh
CA	Fresno	582	4968 E Kings Canyon Rd	93727	(559) 251-5070	Fresno Foods, LLC	Behzad	Nematzadeh
CA	Fresno	3294	3085 E Central Ave	93725	(559) 237-6189	Fresno Foods, LLC	Behzad	Nematzadeh
CA	Fresno	3295	8008 N Cedar Ave	93720	(559) 324-1822	Fresno Foods, LLC	Behzad	Nematzadeh
CA	Fresno	3398	1167 N Clovis Ave	93727	(559) 453-2871	Fresno Foods, LLC	Behzad	Nematzadeh
CA	Fresno	3530	3058 W Clinton Ave	93722	(559) 275-4237	Fresno Foods, LLC	Behzad	Nematzadeh
CA	Fresno	5379	6759 N Milburn Ave	93722	(559) 449-0424	Fresno Foods, LLC	Behzad	Nematzadeh
CA	Fresno	5435	1405 W. Olive Ave	93708	(559) 476-1902	Fresno Foods, LLC	Behzad	Nematzadeh
CA	Fullerton	262	2315 W Orangethorpe Ave	92833	(714) 992-1793	KIPER ENTERPRISES, INC.	Gino	Perucci
CA	Fullerton	394	1010 N Harbor Blvd	92832	(714) 526-0235	SB Food Express, Inc.	Hai	Zaidul
CA	Fullerton	3244	235 E Orangethorpe Ave	92832	(714) 578-0451	JVS Foods, Inc.	Victoria	Su
CA	Fullerton	3277	439 E Imperial Hwy	92835	(714) 871-1926	SB Food Express, Inc.	Hai	Zaidul
CA	Fullerton	3337	2001 N Euclid St	92835	(714) 447-8176	Graffius & Graffius, Inc.	Mark	Graffius
CA	Fullerton	5395	751 N Placentia Ave	92831	(714) 993-3814	Square King Foods, Inc.	Sam	Fong
CA	Galt	4367	10390 Twin Cities Rd	95632	(209) 744-0700	Nor-Cal Venture Group, Inc.	Anil	Yadav
CA	Garden Grove	173	13282 Harbor Blvd	92843	(714) 537-5133	Graffius Food Services, Inc.	Karen	Graffius
CA	Garden Grove	195	12107 Euclid St	92840	(714) 530-5285	Graffius Food Services, Inc.	Karen	Graffius
CA	Garden Grove	3242	8971 Garden Grove Blvd	92844	(714) 537-1783	KIPER ENTERPRISES, INC.	Gino	Perucci
CA	Gardena	3260	13510 Western Ave	90249	(310) 538-5561	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh
CA	Gardena	3283	1000 W Rosecrans Ave	90247	(310) 538-3149	Dhillon Foods, Inc.	Priya	Dhillon
CA	Gardena	3542	1099 W Artesia Blvd	90248	(310) 532-3528	LIHWA Group, Inc.	Erh-Mei	Su
CA	Gilroy	478	7895 Monterey Rd	95020	(408) 848-2395	Central Coast Restaurants Inc.	Michael	Flores
CA	Gilroy	3458	5900 Travel Park Cir	95020	(408) 846-4898	Central Coast Restaurants Inc.	Michael	Flores
CA	Gilroy	4369	7110 Camino Arroyo	95020	(408) 847-8131	Central Coast Restaurants Inc.	Michael	Flores
CA	Glendale	325	1131 Colorado St	91205	(818) 240-0450	Sood Enterprises, Inc.	Sudesh	Sood
CA	Glendale	342	1200 W Glenoaks Blvd	91201	(818) 956-0470	Sood Enterprises, Inc.	Sudesh	Sood
CA	Glendale	3170	805 N Pacific Ave	91203	(818) 247-0717	EBS Foods, LLC	Eddie	Nieves
CA	Goleta	159	6875 Hollister Ave	93117	(805) 685-8552	SBF Foods, LLC	Pankaj	Bhatia
CA	Granada Hills	333	17744 Chatsworth St	91344	(818) 363-9013	MEL-Z ENTERPRISE, INC.	Melvin	Thompson Sr
CA	Granada Hills	349	16945 San Fernando Mission	91344	(818) 363-9982	MEL-Z ENTERPRISE, INC.	Melvin	Thompson Sr
CA	Grass Valley	583	11801 E Main St	95945	(530) 272-3041	Nor-Cal Venture Group, Inc.	Anil	Yadav
CA	Hacienda Heights	324	1159 S Hacienda Blvd	91745	(626) 330-3608	PCH Venture Group East, Inc.	Lee	Su
CA	Hanford	563	1518 N 11th Ave	93230	(559) 582-6382	VTP Enterprises	Patrice	Roux

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
CA	Hanford	5343	1650 W Lacey Blvd	93230	(559) 584-7886	VTP Enterprises	Patrice	Roux
CA	Hawaiian Gardens	380	12150 Carson St	90716	(562) 496-0540	BB 2008 Inc.	Lee	Su
CA	Hawthorne	383	5016 El Segundo Blvd	90250	(310) 644-0027	Tri-P's Management Corporation	Cedric	Price
CA	Hayward	424	25198 Hesperian Blvd	94545	(510) 786-3449	Gogris Corporation	Shilpa	Gogri
CA	Hayward	447	24175 Mission Blvd	94544	(510) 537-2121	Gogris Corporation	Shilpa	Gogri
CA	Hayward	531	31005 Mission Blvd	94544	(510) 487-6838	Gogris Corporation	Shilpa	Gogri
CA	Hemet	168	1595 E Florida Ave	92544	(951) 929-2104	David L. Flohr & Steven J. Flohr, PTRS	Steven	Flohr
CA	Hemet	3239	3111 W Florida Ave	92545	(951) 766-8890	David L. Flohr & Steven J. Flohr, PTRS	Steven	Flohr
CA	Hemet	5393	43150 E Florida Ave	92544	(951) 927-2769	Restaurant Leadership Group, LLC	Dawood	Beshay
CA	Hercules	3471	3800 San Pablo Ave Bldg A	94547	(510) 964-0820	TJLM Food Services, Inc.	Lauren	Tom
CA	Hermosa Beach	257	1160 Aviation Blvd	90254	(310) 379-9173	Dhillon Foods, Inc.	Priya	Dhillon
CA	Hesperia	182	17378 Main St	92345	(760) 948-1353	Envision Foods, LLC	Terry	Shindle
CA	Hesperia	3282	13137 Main St	92345	(760) 244-6704	JIB Holdings I, LLC	Terry	Shindle
CA	Highland	192	3653 E Highland Ave	92346	(909) 864-0466	OC Food Express, Inc.	Hai	Zaidul
CA	Hollister	3448	391 Mccray St	95023	(831) 630-0507	Central Coast Restaurants Inc.	Michael	Flores
CA	Hollywood	385	1243 N Highland Ave	90038	(323) 461-7605	Sunrise Foods, LLC	Riju	Sood
CA	Huntington Beach	191	15001 Edwards St	92647	(714) 894-0078	Kigar, LLC	Jaime	Garcia
CA	Huntington Beach	263	16311 Beach Blvd	92647	(714) 841-4984	KIPER ENTERPRISES, INC.	Gino	Perucci
CA	Huntington Beach	285	17243 Pacific Coast Highway	92649	(562) 592-1465	OC Food Express, Inc.	Hai	Zaidul
CA	Huntington Beach	289	6042 Edinger Ave	92647	(714) 846-2235	Kigar, LLC	Jaime	Garcia
CA	Huntington Beach	377	18462 Beach Blvd	92648	(714) 841-2325	KIPER ENTERPRISES, INC.	Gino	Perucci
CA	Huntington Beach	3385	19090 Brookhurst St	92646	(714) 963-7772	Kigar, LLC	Jaime	Garcia
CA	Imperial Beach	12	890 Palm Ave	91932	(619) 424-6302	N.Farooqi Restaurants, LLC	Nasir	Farooqi
CA	Indio	82	82210 Us Highway 111	92201	(760) 347-2188	Envision Foods, LLC	Terry	Shindle
CA	Indio	3561	42250 Washington St	92201	(760) 772-2658	Desert Jack, LLC	Terry	Shindle
CA	Indio	5452	42550B Jackson St	92203	(760) 342-9201	Allied Restaurant Management, LLC	Terry	Shindle
CA	Inglewood	232	4737 Imperial Hwy	90304	(310) 673-5025	Dhillon Foods, Inc.	Priya	Dhillon
CA	Inglewood	254	1127 W Manchester Blvd	90301	(310) 337-1945	Dhillon Foods, Inc.	Priya	Dhillon
CA	Inglewood	256	4069 W Century Blvd	90304	(310) 419-8153	TBS Foods, Inc.	Behzad	Nematzadeh
CA	Inglewood	3500	11306 Crenshaw Blvd	90303	(323) 242-9499	JVS Foods, Inc.	Victoria	Su
CA	Inglewood	5434	3107 W Manchester Blvd	90305	(323) 789-6791	JVS Foods, Inc.	Victoria	Su
CA	Irvine	3278	6565 Burt Rd	92618	(949) 733-8031	Graffius Food Services, Inc.	Mark	Graffius
CA	Irvine	3538	3911 Irvine Blvd	92602	(714) 832-4590	JDC Food Services, Inc.	Caryn	Ochoa
CA	Irvine	5336	4289 Campus Dr	92612	(949) 823-8983	Enchant Foods, Inc.	Priya	Dhillon
CA	Irwindale	3225	16000 Arrow Hwy	91706	(626) 337-1684	California Sunrise, Incorporated	Garren	Grieve
CA	Jackson	4336	11222 Old Mill Ln	95642	(209) 223-7800	Nor-Cal Venture Group, Inc.	Anil	Yadav

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
CA	Kettleman City	3263	33313 Bernard Dr	93239	(559) 386-4413	VTP Enterprises	Patrice	Roux
CA	La Canada	303	2225 Foothill Blvd	91011	(818) 957-1963	Sood Enterprises, Inc.	Sudesh	Sood
CA	La Habra	3298	1231 W Whittier Blvd	90631	(562) 691-1945	Three Powers Foods, Inc.	Cedric	Fong
CA	La Mesa	4	6987 University Ave	91941	(619) 469-1639	Charles J. Stauffer	Charles	Stauffer
CA	La Mesa	35	5141 Jackson Dr	91941	(619) 697-3233	DMSD Foods, Inc.	Dawood	Beshay
CA	La Mesa	3080	6110 Lake Murray Blvd	91942	(619) 644-6080	N Farooqi Enterprises, LLC	Nasir	Farooqi
CA	La Mirada	3544	13495 Beach Blvd	90638	(562) 902-2214	Graffius & Graffius, Inc.	Mark	Graffius
CA	La Puente	319	14304 Amar Rd	91744	(626) 918-7569	JYM Enterprises, Inc.	John	Maki
CA	La Puente	5337	506 Workman Mill Rd	91746	(626) 336-5853	Double G Partners	Garren	Grieve
CA	La Quinta	3593	79724 Highway 111	92253	(760) 863-0350	Desert Jack, LLC	Terry	Shindle
CA	La Verne	5432	1090 Foothill Blvd	91750	(909) 592-1027	FEAST Foods, LLC	Bashir	Eramya
CA	Lafayette	429	3407 Mt Diablo Blvd	94549	(925) 284-1371	Gogris Corporation	Shilpa	Gogri
CA	Laguna Beach	296	1201 S Coast Hwy	92651	(949) 494-9557	R.W. Forsum Enterprises	Reynold	Forsum
CA	Laguna Hills	3350	23562 Moulton Pkwy	92653	(949) 586-9328	Graffius Food Services, Inc.	Mark	Graffius
CA	Lake Elsinore	5378	29993 Canyon Hills Rd	92532	(951) 244-2649	DMSD Foods, Inc.	Dawood	Beshay
CA	Lake Forest	3287	22661 Lake Forest Dr	92630	(949) 859-5785	GCP Enterprises, Inc.	Christina	Perucci
CA	Lake Forest	3546	20101 Lake Forest Dr	92630	(949) 455-1228	R.W. Forsum Enterprises	Reynold	Forsum
CA	Lakeport	3490	41 Soda Bay Rd	95453	(707) 263-8063	North Bay Jack, Inc.	Ali	Morovat
CA	Lakeside	58	12155 Woodside Ave	92040	(619) 443-0161	DMSD Foods, Inc.	Dawood	Beshay
CA	Lakewood	214	5858 Del Amo Blvd	90713	(562) 420-9971	Square King Foods, Inc.	Sam	Fong
CA	Lakewood	259	5747 Lakewood Blvd	90712	(562) 602-1100	Big Fun Foods	Kevin	Townsend
CA	Lakewood	3386	11501 Carson St	90715	(562) 860-2027	OC Food Express, Inc.	Hai	Zaidul
CA	Lamont	4397	9606 Weedpatch Hwy	93241	(661) 845-4015	MFT Enterprises LP	Patrice	Roux
CA	Lancaster	367	43628 W 10th St	93534	(661) 942-0522	Envision Foods, LLC	Terry	Shindle
CA	Lancaster	3300	2030 W Avenue K	93536	(661) 945-4244	Envision Foods, LLC	Terry	Shindle
CA	Lancaster	3562	2443 W Avenue I	93536	(661) 726-3626	JIB Holdings I, LLC	Terry	Shindle
CA	Lancaster	5309	1799 E Avenue J	93535	(661) 949-8975	JIB Holdings I, LLC	Terry	Shindle
CA	Lathrop	588	100 E Louise Ave	95330	(209) 858-1801	Varris Management, Inc.	Anil	Yadav
CA	Lawndale	239	15025 Hawthorne Blvd	90260	(310) 644-3584	BB 2008 Inc.	Lee	Su
CA	Lebec	3194	8968 Grapevine Rd E	93243	(661) 248-6807	MFT Enterprises LP	Patrice	Roux
CA	Lebec	3273	73 Frazier Mountain Park Rd	93243	(661) 248-2360	MFT Enterprises LP	Patrice	Roux
CA	Lemon Grove	3004	7015 Broadway	91945	(619) 460-2529	DMSD Foods, Inc.	Dawood	Beshay
CA	Lemoore	517	31 E Hanford Armona Rd	93245	(559) 924-0424	VTP Enterprises	Patrice	Roux
CA	Lincoln	4313	455 Highway 65	95648	(916) 409-0571	Nor-Cal Venture Group, Inc.	Anil	Yadav
CA	Livermore	483	1817 1st St	94550	(925) 447-4325	JB Restaurant #483, Inc.	Larry	Jones
CA	Livermore	3419	6020 Industrial Way	94551	(925) 606-0793	JB Restaurant #3419, Inc.	Larry	Jones

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
CA	Livermore	3462	1650 N Livermore Ave	94551	(925) 371-2950	JB Restaurant #3462, Inc.	Larry	Jones
CA	Livingston	4351	400 Joseph Gallo Ct	95334	(209) 394-8840	Fresno Foods, LLC	Behzad	Nematzadeh
CA	Lodi	493	419 W Lodi Ave	95240	(209) 369-4590	Yadav, Inc.	Anil	Yadav
CA	Lodi	4301	2425 Kettleman Ln	95242	(209) 334-3875	Amanat, Inc.	Anil	Yadav
CA	Lomita	152	2101 Palos Verdes Dr N	90717	(310) 325-4552	Dhillon Foods, Inc.	Priya	Dhillon
CA	Lomita	283	1724 W Pacific Coast Hwy	90717	(310) 326-5225	PCH Venture Group, Inc.	Erh-Mei	Su
CA	Lompoc	390	539 N H St	93436	(805) 735-1264	SBF Foods, LLC	Pankaj	Bhatia
CA	Long Beach	156	5601 Pacific Coast Hwy	90804	(562) 494-4799	Three Powers Foods, Inc.	Cedric	Fong
CA	Long Beach	213	3399 E Pacific Coast Hwy	90755	(562) 494-6740	Big Fun Foods	Kevin	Townsend
CA	Long Beach	216	2101 E Anaheim St	90804	(562) 439-8958	LIHWA Group, Inc.	Erh-Mei	Su
CA	Long Beach	219	652 Atlantic Ave	90802	(562) 436-5728	FEAST Foods, LLC	Bashir	Eramya
CA	Long Beach	244	5252 E 2nd St	90803	(562) 439-8323	OC Food Express, Inc.	Hai	Zaidul
CA	Long Beach	271	3032 Palo Verde Ave	90808	(562) 496-0741	Square King Foods, Inc.	Sam	Fong
CA	Long Beach	376	3980 E Ocean Blvd	90803	(562) 439-6798	PCH Venture Group, Inc.	Erh-Mei	Su
CA	Long Beach	384	1190 E Pacific Coast Hwy	90806	(562) 591-3868	Dhillon Foods, Inc.	Priya	Dhillon
CA	Long Beach	3150	3605 Atlantic Ave	90807	(562) 424-9050	EBS Foods, LLC	Eddie	Nieves
CA	Long Beach	3226	4170 Lakewood Blvd	90808	(562) 496-4565	Big Fun Foods	Kevin	Townsend
CA	Long Beach	3238	2001 E Artesia Blvd	90805	(562) 531-6894	Jushen Restaurants, Inc.	Priya	Dhillon
CA	Long Beach	3302	1720 W Pacific Coast Hwy	90810	(562) 436-6850	PCH Venture Group East, Inc.	Lee	Su
CA	Long Beach	3597	5150 Atlantic Ave	90805	(562) 423-2164	LMS Group, Inc.	Lee	Su
CA	Los Alamitos	5351	11250 Los Alamitos Blvd	90720	(562) 598-6302	WHG Restaurant Group, Inc.	Gregory	Gribble
CA	Los Altos	421	4896 El Camino Real	94022	(408) 515-5966	JIB Restaurant Group, Inc.	Shang Chun	Hsia
CA	Los Angeles	151	5075 W Whittier Blvd	90022	(323) 266-2449	TBS Foods, Inc.	Behzad	Nematzadeh
CA	Los Angeles	229	2220 W Slauson Ave	90043	(323) 298-0653	Tri-P's Management Corporation	Cedric	Price
CA	Los Angeles	233	8605 W Pico Blvd	90035	(310) 652-8048	EBS Foods, LLC	Eddie	Nieves
CA	Los Angeles	270	4353 S Figueroa St	90037	(323) 235-4345	TBS Foods, Inc.	Behzad	Nematzadeh
CA	Los Angeles	279	1441 W Martin Luther King Blvd	90062	(323) 290-2520	TBS Foods, Inc.	Behzad	Nematzadeh
CA	Los Angeles	286	4965 Huntington Dr N	90032	(323) 227-9759	FEAST Foods, LLC	Bashir	Eramya
CA	Los Angeles	287	4407 S Central Ave	90011	(323) 233-4440	TBS Foods, Inc.	Behzad	Nematzadeh
CA	Los Angeles	290	2511 S Vermont Ave	90007	(323) 735-7124	Sunrise Foods, LLC	Riju	Sood
CA	Los Angeles	291	10701 Venice Blvd	90034	(310) 836-2385	Sunrise Foods, LLC	Riju	Sood
CA	Los Angeles	292	4210 Crenshaw Blvd	90008	(323) 293-0034	Tri-P's Management Corporation	Cedric	Price
CA	Los Angeles	293	465 S Fairfax Ave	90036	(323) 936-7709	Sunrise Foods, LLC	Riju	Sood
CA	Los Angeles	294	10307 S Central Ave	90002	(323) 564-7156	TBS Foods, Inc.	Behzad	Nematzadeh
CA	Los Angeles	298	7120 S Broadway	90003	(323) 751-5083	TBS Foods, Inc.	Behzad	Nematzadeh
CA	Los Angeles	335	2521 Pasadena Ave	90031	(323) 223-6094	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
CA	Los Angeles	370	1135 N Mission Rd	90033	(323) 223-6346	FEAST Foods, LLC	Bashir	Eramya
CA	Los Angeles	3161	11010 Pico Blvd	90064	(310) 470-8581	BB 2008 Inc.	Lee	Su
CA	Los Angeles	3215	1900 W 6th St	90057	(213) 483-1768	FEAST Foods, LLC	Bashir	Eramya
CA	Los Angeles	3230	2120 W Pico Blvd	90006	(213) 252-8209	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh
CA	Los Angeles	3339	1335 S Soto St	90023	(323) 263-1450	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh
CA	Los Angeles	3343	4228 N Figueroa St	90065	(323) 227-1710	FEAST Foods, LLC	Bashir	Eramya
CA	Los Angeles	3345	5201 Wilshire Blvd	90036	(323) 965-8102	Sunrise Foods, LLC	Riju	Sood
CA	Los Angeles	3507	1415 S Alameda St	90021	(213) 746-8827	Sunrise Foods, LLC	Riju	Sood
CA	Los Angeles	5312	7201 S Western Ave	90047	(323) 971-2114	EBS Foods, LLC	Eddie	Nieves
CA	Los Angeles	5352	12735 S Main St	90061	(323) 820-1865	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh
CA	Los Angeles	5425	1000 W Slauson Ave	90044	(323) 834-0199	TBS Foods, Inc.	Behzad	Nematzadeh
CA	Los Banos	3451	1370 E Pacheco Blvd	93635	(209) 829-0341	CALJAX, INC.	Metri	Lutfi
CA	Los Banos	4389	1117 W Pacheco Blvd	93635	(209) 829-0391	CALJAX, INC.	Metri	Lutfi
CA	Los Gatos	434	15771 Los Gatos Blvd	95032	(408) 356-1049	Central Coast Restaurants Inc.	Michael	Flores
CA	Lost Hills	188	21958 Highway 46	93249	(661) 797-2442	EBS Foods, LLC	Eddie	Nieves
CA	Lynwood	249	11390 Atlantic Ave	90262	(310) 631-6933	TBS Foods, Inc.	Behzad	Nematzadeh
CA	Madera	524	950 N Gateway Dr	93637	(559) 661-1412	Fresno Foods, LLC	Behzad	Nematzadeh
CA	Madera	5436	1545 E Yosemite Rd	93638	(559) 664-5138	Fresno Foods, LLC	Behzad	Nematzadeh
CA	Madera	5441	1800 Howard Rd.	93637	(559) 664-8920	Fresno Foods, LLC	Behzad	Nematzadeh
CA	Malibu	160	23017 Pacific Coast Hwy	90265	(310) 456-8943	EBS Foods, LLC	Eddie	Nieves
CA	Manhattan Beach	395	815 N Sepulveda Blvd	90266	(310) 318-3014	Dhillon Foods, Inc.	Priya	Dhillon
CA	Manteca	498	1105 N Main St	95336	(209) 239-9525	Varris Management, Inc.	Anil	Yadav
CA	Manteca	3427	1081 S Main St	95337	(209) 239-8288	Amanat, Inc.	Anil	Yadav
CA	Manteca	4303	1310 E Yosemite Ave	95336	(209) 824-5359	Amanat, Inc.	Anil	Yadav
CA	Marina	3485	211 Reservation Rd	93933	(831) 883-1721	Central Coast Restaurants Inc.	Michael	Flores
CA	Martinez	523	3955 Alhambra Ave	94553	(925) 229-2288	TJLM Food Services, Inc.	Lauren	Tom
CA	Marysville	488	810 E St	95901	(530) 741-2889	CALJAX, INC.	Metri	Lutfi
CA	Maywood	225	3700 E Slauson Ave	90270	(323) 582-6622	TBS Foods, Inc.	Behzad	Nematzadeh
CA	Menifee	5380	27256 Hwy 74	92585	(951) 438-0800	R.W. Forsum Enterprises	Reynold	Forsum
CA	Merced	465	595 W Olive Ave	95348	(209) 723-2443	Fresno Foods, LLC	Behzad	Nematzadeh
CA	Merced	580	1270 V St	95340	(209) 723-2465	Fresno Foods, LLC	Behzad	Nematzadeh
CA	Midway City	277	15232 Beach Blvd	92655	(714) 892-1039	ITNA Group, Inc.	Abdul	Sadruddin
CA	Milpitas	3411	1740 S Main St	95035	(408) 956-8655	Golden State Jacks, Inc.	Beryl	Haroan
CA	Mira Loma	3223	10960 Limonite Rd	91752	(951) 272-3673	DMSD Foods, Inc.	Dawood	Beshay
CA	Mission Viejo	3188	28651 Marguerite Pkwy	92692	(949) 364-9457	R.W. Forsum Enterprises	Reynold	Forsum
CA	Mission Viejo	3335	25852 El Paseo	92691	(949) 367-1909	DMSD Foods, Inc.	Dawood	Beshay

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
CA	Mission Viejo	3526	25800 Jeronimo Rd Ste 500	92691	(949) 768-7485	GCP Enterprises, Inc.	Christina	Perucci
CA	Modesto	442	2044 W Orangeburg Ave	95350	(209) 521-5578	CALJAX, INC.	Metri	Lutfi
CA	Modesto	487	2612 Coffee Rd	95355	(209) 578-3151	CALJAX, INC.	Metri	Lutfi
CA	Modesto	502	1239 Yosemite Blvd	95354	(209) 578-3039	Amanat, Inc.	Anil	Yadav
CA	Modesto	508	3430 Tully Rd Ste 65	95350	(209) 526-4355	Vansh, Inc.	Anil	Yadav
CA	Modesto	543	1624 J St	95354	(209) 526-9966	Amanat, Inc.	Anil	Yadav
CA	Modesto	575	1800 Mchenry Ave	95350	(209) 576-2486	CALJAX, INC.	Metri	Lutfi
CA	Modesto	3445	2937 E Hatch Rd	95351	(209) 538-4026	CALJAX, INC.	Metri	Lutfi
CA	Modesto	3449	900 Oakdale Rd	95355	(209) 578-1799	CALJAX, INC.	Metri	Lutfi
CA	Modesto	3468	801 Kansas Ave	95351	(209) 521-2660	Amanat, Inc.	Anil	Yadav
CA	Modesto	3488	339 Paradise Ave	95351	(209) 521-0194	CALJAX, INC.	Metri	Lutfi
CA	Modesto	3494	3621 Yosemite Blvd	95357	(209) 491-3689	Amanat, Inc.	Anil	Yadav
CA	Modesto	4394	2301 Crows Landing Rd A	95351	(209) 537-2955	CALJAX, INC.	Metri	Lutfi
CA	Mojave	3318	15536 Highway 14	93501	(661) 824-5303	JIB Holdings I, LLC	Terry	Shindle
CA	Monrovia	3250	100 W Duarte Rd	91016	(626) 303-0695	FEAST Foods, LLC	Bashir	Eramya
CA	Monrovia	5430	248 W Huntington Dr	91016	(626) 357-8302	FEAST Foods, LLC	Bashir	Eramya
CA	Montclair	193	9515 Central Ave	91763	(909) 624-7625	Syed Enterprises, Inc.	Syed	Sultan
CA	Montclair	5315	4565 Holt Blvd	91763	(909) 447-1214	AMSU Financial, Inc.	Aslam	Malik
CA	Montebello	245	108 N Garfield Ave	90640	(323) 724-3764	JYM Enterprises, Inc.	Hisayo	Maki
CA	Montebello	255	706 W Beverly Blvd	90640	(323) 722-0211	JYM Enterprises, Inc.	Hisayo	Maki
CA	Montebello	3520	869 W Washington Blvd	90640	(323) 722-6943	Three Powers Foods, Inc.	Cedric	Fong
CA	Montebello	5353	892 N Garfield Ave	90640	(323) 724-3462	JYM Enterprises, Inc.	Hisayo	Maki
CA	Monterey	9014	889 Abrego St	93940	(831) 375-1333	Central Coast Restaurants Inc.	Michael	Flores
CA	Moorpark	5391	538 W New Los Angeles Ave	93021	(805) 553-9283	Sood Enterprises, Inc.	Sudesh	Sood
CA	Moreno Valley	3349	23577 Sunnymead Ranch Pkwy	92557	(951) 247-7483	Restaurant Leadership Group, LLC	Dawood	Beshay
CA	Moreno Valley	5388	14485 Moreno Beach Dr	92555	(951) 601-1594	Restaurant Leadership Group, LLC	Dawood	Beshay
CA	Moreno Valley	5423	24985 Elder Ave	92557	(951) 485-8020	Restaurant Leadership Group, LLC	Dawood	Beshay
CA	Morgan Hill	560	17015 Condit Rd	95037	(408) 778-1078	Central Coast Restaurants Inc.	Michael	Flores
CA	Morgan Hill	3479	15855 Monterey Rd	95037	(408) 778-9134	Central Coast Restaurants Inc.	Michael	Flores
CA	Mountain View	453	200 W El Camino Real	94040	(650) 964-4266	Central Coast Restaurants Inc.	Michael	Flores
CA	Mountain View	3425	510 N Shoreline Blvd	94043	(650) 964-0937	JB Restaurant #3425, Inc.	Larry	Jones
CA	Murrieta	3248	39878 Los Alamos Rd	92562	(951) 698-6544	DMSD Foods, Inc.	Dawood	Beshay
CA	Murrieta	3369	24620 Madison Ave	92562	(951) 696-5958	DMSD Foods, Inc.	Dawood	Beshay
CA	Murrieta	5368	39380 Murrieta Hot Springs Rd	92563	(951) 698-6800	DMSD Foods, Inc.	Dawood	Beshay
CA	Murrieta	5407	33080 Antelope Rd	92563	(951) 301-4101	DMSD Foods, Inc.	Dawood	Beshay
CA	Murrieta	5439	27608 Clinton Keith Road	92562	(951) 244-0439	DMSD Foods, Inc.	Dawood	Beshay

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
CA	Napa	4362	850 W Imola Ave	94559	(707) 252-3244	AKKAM, INC.	Anil	Yadav
CA	National City	80	3138 Plaza Blvd	91950	(619) 470-1008	N Farooqi Properties, LLC	Nasir	Farooqi
CA	Needles	185	221 J St	92363	(760) 326-4746	River East Foods, Inc.	Adel	Farag
CA	Newark	3481	39017 Cedar Blvd	94560	(510) 574-0695	Amanat, Inc.	Anil	Yadav
CA	Newport Beach	3171	4625 W Coast Hwy	92663	(949) 650-1763	KIPER ENTERPRISES, INC.	Christina	Perucci
CA	Norco	198	2065 River Rd	92860	(951) 734-0362	Jumbo Fun Foods	Kevin	Townsend
CA	Norco	3212	1491 6th St	92860	(951) 737-1496	R.W. Forsum Enterprises	Reynold	Forsum
CA	North Highlands	561	4990 Watt Ave	95660	(916) 332-4282	Anand, Inc.	Dharmesh	Patel
CA	North Hollywood	314	6551 Lankershim Blvd	91606	(818) 763-3818	Sood Enterprises, Inc.	Sudesh	Sood
CA	North Hollywood	3183	12900 Sherman Way	91605	(818) 982-5225	Sood Enterprises, Inc.	Usha	Sood
CA	North Palm Springs	3388	6555 Indian Cyn	92258	(760) 251-0206	Desert Jack, LLC	Terry	Shindle
CA	Northridge	190	11216 Tampa Ave	91326	(818) 368-9941	Ocean View Foods, Inc.	Terence	Jones
CA	Northridge	307	8322 Balboa Ave	91325	(818) 345-6492	MEL-Z ENTERPRISE, INC.	Melvin	Thompson Sr
CA	Northridge	317	19322 Roscoe Blvd	91324	(818) 885-8149	Newco Foods, Inc.	Sudesh	Sood
CA	Northridge	344	9433 Reseda Blvd	91324	(818) 885-8261	Ocean View Foods, Inc.	Terence	Jones
CA	Norwalk	217	12060 Rosecrans Ave	90650	(562) 929-6531	TBS Foods, Inc.	Behzad	Nematzadeh
CA	Norwalk	288	11353 Firestone Blvd	90650	(562) 929-0132	LMS Group, Inc.	Lee	Su
CA	Norwalk	3169	12603 Norwalk Blvd	90650	(562) 868-5677	Three Powers Foods, Inc.	Cedric	Fong
CA	Novato	473	301 Enfrente Rd	94949	(415) 883-8196	TJLM Food Services, Inc.	Lauren	Tom
CA	Novato	4382	7135 Redwood Blvd	94945	(415) 878-0465	Reshiv, Inc.	Ali	Morovat
CA	Oakdale	514	606 E F St	95361	(209) 847-2598	CALJAX, INC.	Metri	Lutfi
CA	Oakhurst	4372	40070 Highway 49	93644	(559) 658-6061	Fresno Foods, LLC	Behzad	Nematzadeh
CA	Oakland	413	6510 Telegraph Ave	94609	(510) 547-5241	Dhillon & Hurtado Enterprises LLC	Oscar	Hurtado
CA	Oakland	420	2424 E International Blvd	94601	(510) 261-1335	Dhillon & Hurtado Enterprises LLC	Oscar	Hurtado
CA	Oakland	433	4425 Telegraph Ave	94609	(510) 652-2363	Dhillon & Hurtado Enterprises LLC	Oscar	Hurtado
CA	Oakland	533	532 Hegenberger Rd	94621	(510) 632-3346	Dhillon & Hurtado Enterprises LLC	Oscar	Hurtado
CA	Oakley	578	2185 Main St	94561	(925) 625-5931	AKKAM, INC.	Anil	Yadav
CA	Oceanside	89	3808 Plaza Dr	92056	(760) 941-0841	Restaurant Leadership Group, LLC	Dawood	Beshay
CA	Oceanside	98	2474 Vista Way	92054	(760) 966-0041	Beshay Foods, Inc.	Dawood	Beshay
CA	Oceanside	3026	4211 Oceanside Blvd	92056	(760) 758-2964	Beshay Foods, Inc.	Dawood	Beshay
CA	Oceanside	3061	3909 Mission Ave	92054	(760) 439-9852	Beshay Foods, Inc.	Dawood	Beshay
CA	Oceanside	3068	1900 Mission Ave	92054	(760) 967-3971	Beshay Foods, Inc.	Dawood	Beshay
CA	Ontario	373	1551 E 4th St	91764	(909) 984-3114	WHG Restaurant Group, Inc.	Gregory	Gribble
CA	Ontario	3381	2458 S Vineyard Ave	91761	(909) 923-5743	North Star Food Services, Inc.	Gregory	Gribble
CA	Ontario	3384	4351 Ontario Mills Pkwy	91764	(909) 484-4842	AMSU Financial, Inc.	Aslam	Malik
CA	Ontario	3555	1840 Holt Blvd	91761	(909) 395-9987	AMSU Financial, Inc.	Aslam	Malik

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
CA	Ontario	3578	3500 E Philadelphia St	91761	(909) 923-5966	AW Malik, Inc.	Aslam	Malik
CA	Ontario	5330	800 S Mountain Ave Ste A	91762	(909) 988-7568	AMSU Financial, Inc.	Aslam	Malik
CA	Ontario	5345	2710 Riverside Dr	91761	(909) 773-1706	North Star Food Services, Inc.	Gregory	Gribble
CA	Ontario	5360	4880 Motor Ln Bldg A	91761	(909) 605-2705	AW Malik, Inc.	Aslam	Malik
CA	Ontario	5371	1780 S Grove Ave	91761	(909) 947-7049	AW Malik, Inc.	Aslam	Malik
CA	Orange	196	2500 N Tustin St	92865	(714) 998-1450	JDC Food Services, Inc.	Caryn	Ochoa
CA	Orange	282	3111 E Chapman Ave	92869	(714) 532-5029	JDC Food Services, Inc.	Caryn	Ochoa
CA	Orange	3305	431 W Katella Ave	92867	(714) 744-4129	Jokar Enterprises, Inc.	Mark	Graffius
CA	Orange	5390	3050 W Chapman Ave	92868	(714) 634-3686	Makar Foods, Inc.	George	Crankshaw
CA	Orcutt	189	5001 Orcutt Rd	93455	(805) 937-7771	SBF Foods, LLC	Pankaj	Bhatia
CA	Oroville	515	1797 Oro Dam Blvd	95965	(530) 534-3032	CALJAX, INC.	Metri	Lutfi
CA	Oxnard	3237	2580 N Vineyard Ave	93030	(805) 485-0773	Caltex Foods, Inc.	Mike	Herrick
CA	Palm Desert	5363	36555 Cook St	92211	(760) 773-3025	Desert Jack, LLC	Terry	Shindle
CA	Palm Springs	3185	2591 E Tahquitz Canyon Way	92262	(760) 416-6678	Desert Jack, LLC	Terry	Shindle
CA	Palm Springs	3583	694 S Palm Canyon Dr	92264	(760) 416-2543	Desert Jack, LLC	Terry	Shindle
CA	Palm Springs	5381	5200 E Ramon Rd	92264	(760) 325-4936	Desert Jack, LLC	Terry	Shindle
CA	Palmdale	363	564 E Palmdale Blvd	93550	(661) 947-2729	Envision Foods, LLC	Terry	Shindle
CA	Palmdale	3352	570 W Avenue P	93551	(661) 273-8261	JIB Holdings I, LLC	Terry	Shindle
CA	Palmdale	3596	37070 47th St E	93552	(661) 285-7382	JIB Holdings I, LLC	Terry	Shindle
CA	Palo Alto	455	2280 El Camino Real	94306	(650) 856-0350	Golden State Jacks, Inc.	Beryl	Haroan
CA	Panorama City	306	15342 Roscoe Blvd	91402	(818) 892-7059	Bromley Foods, Inc.	Terence	Jones
CA	Paradise	513	6729 Skyway	95969	(530) 872-3336	Chico Foods, LLC	Behzad	Nematzadeh
CA	Paramount	3206	7930 Rosecrans Ave	90723	(562) 633-6232	TBS Foods, Inc.	Behzad	Nematzadeh
CA	Pasadena	183	1415 E Colorado St	91106	(626) 792-7076	Ocean View Foods, Inc.	Terence	Jones
CA	Pasadena	323	30 N Rosemead Blvd	91107	(626) 304-9356	JYM Enterprises, Inc.	Elaine	Maki
CA	Paso Robles	171	2304 Spring St	93446	(805) 238-9002	SBF Foods, LLC	Pankaj	Bhatia
CA	Paso Robles	3505	1900 Ramada Dr	93446	(805) 226-8262	SBF Foods, LLC	Pankaj	Bhatia
CA	Paso Robles	4356	1499 Creston Rd	93446	(805) 237-2514	SBF Foods, LLC	Pankaj	Bhatia
CA	Paso Robles	5414	2500 Golden Hill Rd	93446	(805) 237-0779	SBF Foods, LLC	Pankaj	Bhatia
CA	Patterson	3460	15050 Rogers Rd	95363	(209) 892-2206	CALJAX, INC.	Metri	Lutfi
CA	Petaluma	484	837 E Washington St	94952	(707) 763-3612	Shahmun Corporation	Austin	Torres
CA	Petaluma	596	1401 N Mcdowell Blvd	94954	(707) 664-1021	Shahmun Corporation	Austin	Torres
CA	Pico Rivera	3175	6750 Rosemead Blvd	90660	(562) 949-5097	Three Powers Foods, Inc.	Cedric	Fong
CA	Pinole	436	2689 Pinole Valley Rd	94564	(510) 758-2346	TJLM Food Services, Inc.	Lauren	Tom
CA	Pismo Beach	4363	334 Five Cities Dr	93449	(805) 556-0580	SBF Foods, LLC	Pankaj	Bhatia
CA	Placentia	3203	797 W Orangethorpe Ave	92870	(714) 572-3924	Jokar Enterprises, Inc.	Mark	Graffius

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
CA	Placentia	3253	1097 E Imperial Hwy	92870	(714) 528-2960	Square King Foods, Inc.	Sam	Fong
CA	Placentia	3548	2097 E Orangethorpe Ave	92870	(714) 993-4579	Graffy Foods, Inc.	Mark	Graffius
CA	Placerville	541	3945 Missouri Flat Rd	95667	(530) 626-1898	CALJAX, INC.	Metri	Lutfi
CA	Pleasant Hill	414	1817 Contra Costa Blvd	94523	(925) 685-3542	AKKAM, INC.	Anil	Yadav
CA	Pleasanton	476	4295 Valley Ave	94566	(925) 462-3880	JB Restaurant #476, Inc.	Larry	Jones
CA	Pleasanton	4365	1875 Valley Ave	94566	(925) 485-6021	JB Restaurant #4365, Inc.	Larry	Jones
CA	Pomona	164	100 E Holt Ave	91767	(909) 620-5896	FEAST Foods, LLC	Bashir	Eramya
CA	Pomona	197	101 W Foothill Blvd	91767	(909) 596-0029	R.W. Forsum Enterprises	Reynold	Forsum
CA	Pomona	3227	1670 W Mission Rd	91766	(909) 629-6539	Highland Food Express, Inc.	Hai	Zaidul
CA	Pomona	3547	2775 S Reservoir St	91766	(909) 628-5010	AMSU Financial, Inc.	Aslam	Malik
CA	Pomona	3587	1335 N Dudley St	91768	(909) 622-1004	AMSU Financial, Inc.	Aslam	Malik
CA	Port Hueneme	5403	814 N Ventura Rd	93041	(805) 483-9010	Caltex Foods, Inc.	Mike	Herrick
CA	Porterville	501	390 W Olive Ave	93257	(559) 781-0155	VTP Enterprises	Patrice	Roux
CA	Porterville	4337	1075 W Henderson Ave	93257	(559) 788-2400	VTP Enterprises	Patrice	Roux
CA	Poway	51	12424 Poway Rd	92064	(858) 486-1170	QSC Ventures Inc.	Charles	Stauffer
CA	Ramona	77	1056 Main St	92065	(760) 789-6428	N Farooqi Properties, LLC	Nasir	Farooqi
CA	Rancho Cordova	499	10699 Folsom Blvd	95670	(916) 364-5340	Vanmel, Inc.	Anil	Yadav
CA	Rancho Cucamonga	3299	11767 Foothill Blvd	91730	(909) 980-3441	M & B Restaurant Group	Gregory	Gribble
CA	Rancho Cucamonga	3522	8840 Foothill Blvd	91730	(909) 944-3688	OC Food Express, Inc.	Hai	Zaidul
CA	Rancho Palos Verdes	382	29317 S Western Ave	90275	(310) 831-3509	Dhillon Foods, Inc.	Priya	Dhillon
CA	Rancho Santa Margari	3387	28592 Oso Pkwy	92688	(949) 766-5980	KIPER ENTERPRISES, INC.	Christina	Perucci
CA	Red Bluff	3403	1075 S Main St	96080	(530) 529-2805	Chico Foods, LLC	Behzad	Nematzadeh
CA	Redding	3406	1045 Dana Dr	96003	(530) 222-5520	Chico Foods, LLC	Behzad	Nematzadeh
CA	Redding	3486	4085 Railroad Ave	96001	(530) 244-3828	Chico Foods, LLC	Behzad	Nematzadeh
CA	Redding	4361	800 E Cypress Ave	96002	(530) 226-9478	Chico Foods, LLC	Behzad	Nematzadeh
CA	Redlands	3177	605 E Redlands Blvd	92373	(909) 798-1468	Halabian, Inc.	Hossein	Halabian
CA	Redlands	3297	2062 W Redlands Blvd	92373	(909) 793-2444	SB Food Express, Inc.	Hai	Zaidul
CA	Redwood City	438	3199 El Camino Real	94061	(650) 365-4655	JB Restaurant #438, Inc.	Larry	Jones
CA	Redwood City	469	986 Woodside Rd	94061	(408) 515-1327	SCH Restaurant Group, Inc.	Shang Chun	Hsia
CA	Redwood City	525	1205 Broadway St	94063	(408) 515-1770	SCH Restaurant Group, Inc.	Shang Chun	Hsia
CA	Reedley	3512	605 I St	93654	(559) 637-7178	VTP Enterprises	Patrice	Roux
CA	Reseda	5357	6820 Reseda Blvd	91335	(818) 708-3501	Sood Enterprises, Inc.	Rashmi	Sood
CA	Rialto	162	316 W Foothill Blvd	92376	(909) 875-0890	Halabian, Inc.	Hossein	Halabian
CA	Ridgecrest	3314	919 S China Lake Blvd	93555	(760) 375-1953	JIB Holdings I, LLC	Terry	Shindle
CA	Ripon	4348	1442 Colony Dr Ste B	95366	(209) 599-5871	Varris Management, Inc.	Anil	Yadav
CA	Riverbank	4344	2246 Patterson Rd	95367	(209) 863-8924	Varris Management, Inc.	Anil	Yadav

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
CA	Riverside	179	3981 Tyler St	92503	(951) 689-8470	R.W. Forsum Enterprises	Reynold	Forsum
CA	Riverside	345	5126 Arlington Ave	92504	(951) 354-8859	Envision Foods, LLC	Terry	Shindle
CA	Riverside	392	9195 Jurupa Rd	92509	(951) 681-6161	Halabian, Inc.	Hossein	Halabian
CA	Riverside	3164	7810 Limonite Ave	92509	(951) 685-6720	DMSD Foods, Inc.	Dawood	Beshay
CA	Riverside	3213	3450 La Sierra Ave	92503	(951) 687-7580	JDC Food Services, Inc.	Caryn	Ochoa
CA	Riverside	3518	5700 Sycamore Canyon Blvd	92507	(951) 787-8079	Desert Jack, LLC	Terry	Shindle
CA	Riverside	3581	3886 Chicago Ave	92507	(951) 786-3974	Desert Jack, LLC	Terry	Shindle
CA	Rocklin	585	4410 Rocklin Rd	95677	(916) 625-9383	Nor-Cal Venture Group, Inc.	Anil	Yadav
CA	Rocklin	3435	6691 Stanford Ranch Rd	95677	(916) 625-9232	Nor-Cal Venture Group, Inc.	Anil	Yadav
CA	Rohnert Park	456	6299 Commerce Blvd	94928	(707) 585-3515	TJLM Food Services, Inc.	Lauren	Tom
CA	Rosamond	5339	3033 25th St W	93560	(661) 256-5920	JIB Holdings I, LLC	Terry	Shindle
CA	Rosemead	308	4216 N Rosemead Blvd	91770	(626) 285-7984	JYM Enterprises, Inc.	John	Maki
CA	Rosemead	3504	820 San Gabriel Blvd	91770	(626) 569-0363	JYM Enterprises, Inc.	Hisayo	Maki
CA	Rosemead	3566	3038 San Gabriel Blvd	91770	(626) 569-0663	JYM Enterprises, Inc.	Hisayo	Maki
CA	Roseville	570	1923 Douglas Blvd	95661	(916) 782-8003	Nor-Cal Venture Group, Inc.	Anil	Yadav
CA	Roseville	3426	8655 Auburn Blvd	95661	(916) 729-5552	Nor-Cal Venture Group, Inc.	Anil	Yadav
CA	Roseville	4402	5150 Foothills Blvd	95747	(916) 771-4402	Anand, Inc.	Dharmesh	Patel
CA	Rowland Heights	346	18950 Colima Rd	91748	(626) 913-7717	Three Powers Foods, Inc.	Cedric	Fong
CA	Sacramento	481	3500 Marconi Ave	95821	(916) 481-2264	Anand, Inc.	Dharmesh	Patel
CA	Sacramento	492	5800 Freeport Blvd	95822	(916) 395-5790	Amanat, Inc.	Anil	Yadav
CA	Sacramento	532	4849 Madison Ave	95841	(916) 338-5159	Nor-Cal Venture Group, Inc.	Anil	Yadav
CA	Sacramento	548	2293 Arden Way	95825	(916) 922-9569	Devika Restaurants Inc.	Dev	Sagar
CA	Sacramento	566	5420 Stockton Blvd	95820	(916) 454-0244	Anand, Inc.	Dharmesh	Patel
CA	Sacramento	592	1661 Watt Ave	95864	(916) 483-1769	Anand, Inc.	Dharmesh	Patel
CA	Sacramento	593	2560 W El Camino Ave	95833	(916) 567-9692	Nor-Cal Venture Group, Inc.	Anil	Yadav
CA	Sacramento	594	7795 Stockton Blvd	95823	(916) 689-3755	Nor-Cal Venture Group, Inc.	Anil	Yadav
CA	Sacramento	3402	6300 Power Inn Rd	95824	(916) 387-6579	Anand, Inc.	Dharmesh	Patel
CA	Sacramento	3413	4128 Norwood Ave	95838	(916) 922-2125	CALJAX, INC.	Metri	Lutfi
CA	Sacramento	3421	8750 La Riviera Dr	95826	(916) 364-1455	Anand, Inc.	Dharmesh	Patel
CA	Sacramento	3472	9680 Business Park Dr	95827	(916) 366-1988	Vanmel, Inc.	Anil	Yadav
CA	Sacramento	3480	1001 Howe Ave	95825	(916) 646-4670	Anand, Inc.	Dharmesh	Patel
CA	Sacramento	4305	4601 Broadway	95820	(916) 455-8690	Anand, Inc.	Dharmesh	Patel
CA	Sacramento	4326	2750 Del Paso Rd	95834	(916) 285-6753	CALJAX, INC.	Metri	Lutfi
CA	Sacramento	4329	4435 Florin Rd	95823	(916) 391-0200	Nor-Cal Venture Group, Inc.	Anil	Yadav
CA	Sacramento	4330	4300 Madison Ave	95842	(916) 331-2868	Nor-Cal Venture Group, Inc.	Anil	Yadav
CA	Sacramento	4404	8349 Folsom Blvd	95826	(916) 381-2261	Anand, Inc.	Dharmesh	Patel

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
CA	Salinas	450	645 S Main St	93901	(831) 758-6218	Central Coast Restaurants Inc.	Michael	Flores
CA	Salinas	3422	1810 N Main St	93906	(831) 449-5158	Central Coast Restaurants Inc.	Michael	Flores
CA	Salinas	3459	1225 De La Torre St	93905	(831) 769-9604	Central Coast Restaurants Inc.	Michael	Flores
CA	Salinas	4339	1540 N Sanborn Rd	93905	(831) 783-1615	Central Coast Restaurants Inc.	Michael	Flores
CA	Salinas	4393	975 N Main St	93906	(831) 758-2959	Central Coast Restaurants Inc.	Michael	Flores
CA	San Bernardino	163	497 S E St	92401	(909) 889-4724	SB Food Express, Inc.	Hai	Zaidul
CA	San Bernardino	177	1605 E Highland Ave	92404	(909) 884-8915	OC Food Express, Inc.	Hai	Zaidul
CA	San Bernardino	194	495 N D St	92401	(909) 889-4984	OC Food Express, Inc.	Hai	Zaidul
CA	San Bernardino	371	303 E Base Line St	92410	(909) 885-7382	OC Food Express, Inc.	Hai	Zaidul
CA	San Bernardino	5308	193 E 40th St	92404	(909) 883-6737	Desert Jack, LLC	Terry	Shindle
CA	San Bernardino	5322	1148 Coulston St	92408	(909) 796-4517	SB Food Express, Inc.	Hai	Zaidul
CA	San Bernardino	5415	25699 Baseline St	92410	(909) 383-4554	Highland Food Express, Inc.	Hai	Zaidul
CA	San Bruno	404	1700 El Camino Real	94066	(650) 873-4845	Parivar, Inc.	Anil	Yadav
CA	San Carlos	468	1100 El Camino Real	94070	(650) 592-3124	Golden State Jacks, Inc.	Beryl	Haroan
CA	San Clemente	378	2398 S El Camino Real	92672	(949) 498-7530	KIPER ENTERPRISES, INC.	Christina	Perucci
CA	San Diego	8	4815 Voltaire St	92107	(619) 223-7714	MZM Foods, Inc.	Maher	Samaan
CA	San Diego	14	6080 Mission Gorge Rd	92120	(619) 325-1799	N Farooqi Restaurants, LLC	Nasir	Farooqi
CA	San Diego	18	2890 El Cajon Blvd	92104	(619) 283-3412	DMSD Foods, Inc.	Dawood	Beshay
CA	San Diego	21	4751 El Cajon Blvd	92115	(619) 583-6942	Farooqi Restaurant Management, Inc.	Nasir	Farooqi
CA	San Diego	22	1340 Rosecrans St	92106	(619) 222-7608	MZM Foods, Inc.	Zakaria	Samaan
CA	San Diego	23	2959 Upas St	92104	(619) 295-8443	DMSD Foods, Inc.	Dawood	Beshay
CA	San Diego	26	3838 Midway Dr	92110	(619) 224-2122	Farooqi Restaurant Management, Inc.	Nasir	Farooqi
CA	San Diego	31	1110 C St	92101	(619) 234-0785	DMSD Foods, Inc.	Dawood	Beshay
CA	San Diego	33	220 W Washington St	92103	(619) 260-8306	MZM Foods, Inc.	Maher	Samaan
CA	San Diego	37	7170 Linda Vista Rd	92111	(858) 571-1671	Charles J. Stauffer	Charles	Stauffer
CA	San Diego	44	1905 Garnet Ave	92109	(858) 272-5712	MZM Foods, Inc.	Maher	Samaan
CA	San Diego	60	9380 Mira Mesa Blvd	92126	(858) 566-0052	QSC Ventures Inc.	Charles	Stauffer
CA	San Diego	69	16725 Bernardo Center Dr	92128	(858) 485-5413	Restaurant Leadership Group, LLC	Dawood	Beshay
CA	San Diego	72	10809 Tierrasanta Blvd	92124	(858) 268-8228	Farooqi Restaurant Management, Inc.	Nasir	Farooqi
CA	San Diego	84	804 University Ave	92103	(619) 298-1273	MZM Foods, Inc.	Zakaria	Samaan
CA	San Diego	87	7425 Mission Gorge Rd	92120	(619) 265-2188	N Farooqi Properties, LLC	Nasir	Farooqi
CA	San Diego	95	13245 Black Mountain Rd	92129	(858) 484-7696	MZM Foods, Inc.	Zakaria	Samaan
CA	San Diego	3018	4375 Genesee Ave	92117	(858) 627-9738	MZM Foods, Inc.	Maher	Samaan
CA	San Diego	3034	14371 Penasquitos Dr	92129	(858) 672-4637	Restaurant Leadership Group, LLC	Dawood	Beshay
CA	San Diego	3045	10537 Scripps Poway Pkwy	92131	(858) 549-9163	MZM Foods, Inc.	Maher	Samaan
CA	San Diego	3053	9215 Clairemont Mesa Blvd	92123	(858) 573-2972	MZM Foods, Inc.	Zakaria	Samaan

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
CA	San Diego	3058	2525 Otay Center Dr	92154	(619) 710-2427	Farooqi Restaurant Management, Inc.	Nasir	Farooqi
CA	San Diego	3075	Terminal 1 West, Space 1024	92101	(619) 297-0095	SSP America, Inc.		SSP America, Inc.
CA	San Diego	3076	Terminal 2, Space 2035	92101	(619) 297-0095	SSP America, Inc.		SSP America, Inc.
CA	San Diego	3077	2890 National Ave	92113	(619) 446-0000	DMSD Foods, Inc.	Dawood	Beshay
CA	San Dimas	3389	1125 W Arrow Hwy	91773	(909) 394-1919	North Star Food Services, Inc.	Gregory	Gribble
CA	San Francisco	545	400 Geary St	94102	(415) 673-0868	Gul Food Management, Inc.	Saeed	Khan
CA	San Francisco	556	366 Bayshore Blvd	94124	(415) 641-8467	Gul Food Management, Inc.	Saeed	Khan
CA	San Francisco	558	4649 Geary Blvd	94118	(415) 752-4916	Gul Food Management, Inc.	Saeed	Khan
CA	San Francisco	4409	2739 Taylor Street	94133	(415) 674-4129	KAM Food Management Inc.	Saeed	Khan
CA	San Gabriel	312	901 W Las Tunas Dr	91776	(626) 570-6131	JYM Enterprises, Inc.	Hisayo	Maki
CA	San Jacinto	3272	770 W Ramona Expy	92582	(951) 654-3374	Restaurant Leadership Group, LLC	Dawood	Beshay
CA	San Jacinto	5392	2291 W Esplanade Ave	92582	(951) 654-1310	David L. Flohr & Steven J. Flohr, PTRS	Steven	Flohr
CA	San Jose	407	1075 Willow St	95125	(408) 947-1488	Golden State Jacks, Inc.	Beryl	Haroan
CA	San Jose	409	148 E San Carlos St	95112	(408) 287-7520	Gogris Corporation	Shilpa	Gogri
CA	San Jose	439	1558 W San Carlos St	95126	(408) 293-9605	Mark III Inc.	Michael	Masiello
CA	San Jose	459	5220 Prospect Rd	95129	(408) 253-7149	Central Coast Restaurants Inc.	Michael	Flores
CA	San Jose	485	611 E Capitol Expy	95111	(408) 578-5057	LJ & MW Enterprises, Inc.	Larry	Jones
CA	San Jose	506	2195 Morrill Ave	95132	(408) 262-0633	AKKAM, INC.	Anil	Yadav
CA	San Jose	590	3395 Stevens Creek Blvd	95117	(408) 599-4371	JIB Restaurant Group, Inc.	Shang Chun	Hsia
CA	San Jose	595	6239 Santa Teresa Blvd	95119	(408) 225-5417	Central Coast Restaurants Inc.	Michael	Flores
CA	San Jose	3430	697 Curtner Ave	95125	(408) 267-6682	Golden State Jacks, Inc.	Beryl	Haroan
CA	San Jose	3443	3493 Mckee Rd	95127	(408) 599-4664	JIB Restaurant Group, Inc.	Shang Chun	Hsia
CA	San Jose	3464	6101 San Ignacio Ave	95119	(408) 629-4465	JB Restaurant #3464, Inc.	Larry	Jones
CA	San Jose	4408	1490 Monterey Rd	95110	(408) 295-5357	Golden State Jacks, Inc.	Beryl	Haroan
CA	San Leandro	540	699 Lewelling Blvd Ste 120	94579	(510) 352-4849	Dhillon & Hurtado Enterprises LLC	Oscar	Hurtado
CA	San Leandro	4391	15025 Hesperian Blvd	94578	(510) 481-1880	Parivar, Inc.	Anil	Yadav
CA	San Lorenzo	491	17550 Hesperian Blvd	94580	(510) 481-2697	Dhillon & Hurtado Enterprises LLC	Oscar	Hurtado
CA	San Luis Obispo	3290	390 Santa Rosa St	93405	(805) 547-0852	SBF Foods, LLC	Pankaj	Bhatia
CA	San Marcos	71	1655 Capalina Rd	92069	(760) 744-9144	Beshay Foods, Inc.	Dawood	Beshay
CA	San Marcos	96	717 San Marcos Blvd	92078	(760) 744-2893	Beshay Foods, Inc.	Dawood	Beshay
CA	San Pablo	4353	50 San Pablo Towne Ctr	94806	(510) 412-9712	Gul Food Management, Inc.	Saeed	Khan
CA	San Rafael	461	1814 2nd St	94901	(415) 453-8510	North Bay Jack, Inc.	Ali	Morovat
CA	Sanger	519	1300 Jensen Ave	93657	(559) 875-7824	Fresno Foods, LLC	Behzad	Nematzadeh
CA	Santa Ana	157	1502 S Main St	92707	(714) 543-9433	Kigar, LLC	Jaime	Garcia
CA	Santa Ana	397	719 N Bristol St	92703	(714) 835-4610	R.W. Forsum Enterprises	Reynold	Forsum
CA	Santa Ana	3158	820 N Harbor Dr	92703	(714) 554-1692	SB Food Express, Inc.	Hai	Zaidul

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
CA	Santa Ana	3180	601 N Main St	92701	(714) 836-4368	R.W. Forsum Enterprises	Reynold	Forsum
CA	Santa Ana	3187	720 E Dyer Rd	92705	(714) 546-4296	Makar Foods, Inc.	George	Crankshaw
CA	Santa Ana	3198	1300 W Edinger Ave	92704	(714) 754-7290	PCH Venture Group East, Inc.	Lee	Su
CA	Santa Ana	3241	2502 S Harbor Blvd	92704	(714) 662-3563	GCP Enterprises, Inc.	Gino	Perucci
CA	Santa Ana	3527	3710 S Bristol St	92704	(714) 241-1185	LMS Group, Inc.	Lee	Su
CA	Santa Ana	3545	1730 E Edinger Ave	92705	(714) 259-7824	Jokar Enterprises, Inc.	Mark	Graffius
CA	Santa Barbara	359	3747 State St	93105	(805) 682-8674	SBF Foods, LLC	Pankaj	Bhatia
CA	Santa Barbara	366	501 N Milpas St	93103	(805) 965-7714	SBF Foods, LLC	Pankaj	Bhatia
CA	Santa Clara	401	3367 El Camino Real	95051	(408) 249-7940	JB Restaurant #401, Inc.	Larry	Jones
CA	Santa Clara	423	911 El Camino Real	95050	(408) 244-0255	Golden State Jacks, Inc.	Beryl	Haroan
CA	Santa Clara	3467	3465 Homestead Rd	95051	(408) 599-0306	JIB Restaurant Group, Inc.	Shang Chun	Hsia
CA	Santa Clara	4388	2845 Augustine Dr	95054	(408) 969-0887	JB Restaurant #4388, Inc.	Larry	Jones
CA	Santa Clarita	369	22908 Lyons Ave	91321	(661) 254-3330	Newco Foods, Inc.	Sudesh	Sood
CA	Santa Clarita	3344	26547 Bouquet Canyon Rd	91350	(661) 297-4881	MEL-Z ENTERPRISE, INC.	Melvin	Thompson Sr
CA	Santa Clarita	3595	18525 Via Princessa	91387	(661) 251-0017	MEL-Z ENTERPRISE, INC.	Melvin	Thompson Sr
CA	Santa Cruz	444	640 Ocean St	95060	(831) 425-8964	Central Coast Restaurants Inc.	Michael	Flores
CA	Santa Fe Springs	5333	13402 Imperial Hwy	90670	(562) 407-2069	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh
CA	Santa Maria	3209	1041 E Main St	93454	(805) 346-1190	SBF Foods, LLC	Pankaj	Bhatia
CA	Santa Maria	3317	2306 S Broadway	93454	(805) 922-0627	SBF Foods, LLC	Pankaj	Bhatia
CA	Santa Maria	9001	830 S Broadway	93454	(805) 922-5693	SBF Foods, LLC	Pankaj	Bhatia
CA	Santa Monica	274	2025 Lincoln Blvd	90405	(310) 450-2927	Dhillon Foods, Inc.	Priya	Dhillon
CA	Santa Nella	5334	12754 S Highway 33	95322	(209) 826-4078	CALJAX, INC.	Metri	Lutfi
CA	Santa Paula	165	306 S Palm Ave	93060	(805) 525-7992	Herrick Foods, LLC	Mike	Herrick
CA	Santa Rosa	497	2550 Hoen Frontage Rd	95405	(707) 526-9050	AKKAM, INC.	Anil	Yadav
CA	Santa Rosa	554	425 Sebastopol Rd	95407	(707) 571-0153	North Bay Jack, Inc.	Ali	Morovat
CA	Santa Rosa	581	3086 Marlow Rd	95403	(707) 545-5834	Gul Food Management, Inc.	Saeed	Khan
CA	Santa Rosa	3497	2755 Santa Rosa Ave	95407	(707) 535-0258	North Bay Jack, Inc.	Ali	Morovat
CA	Santee	3007	10330 Mast Blvd	92071	(619) 562-4473	DMSD Foods, Inc.	Dawood	Beshay
CA	Santee	3056	8500 Magnolia Ave	92071	(619) 258-5492	Farooqi Restaurant Management, Inc.	Nasir	Farooqi
CA	Scotts Valley	4401	6014 Scotts Valley Dr	95066	(831) 430-9262	Golden State Jacks, Inc.	Beryl	Haroan
CA	Seaside	454	1533 Fremont Blvd	93955	(831) 394-2747	Central Coast Restaurants Inc.	Michael	Flores
CA	Selma	3395	2867 Highland Ave	93662	(559) 898-0206	VTP Enterprises	Patrice	Roux
CA	Sepulveda	3565	15651 Nordhoff St	91343	(818) 893-9919	Sood Enterprises, Inc.	Rashmi	Sood
CA	Signal Hill	5409	801 E Spring St	90755	(562) 426-3069	Jushen Restaurants, Inc.	Priya	Dhillon
CA	Simi Valley	3281	1579 Los Angeles Ave	93065	(805) 520-1666	AmberJack Partners	Heather	Goss
CA	Simi Valley	3365	5798 E Los Angeles Ave	93063	(805) 526-2440	Ocean View Foods, Inc.	Terence	Jones

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
CA	Simi Valley	3540	130 Cochran St	93065	(805) 955-0799	AmberJack Partners	Heather	Goss
CA	Sonoma	3466	602 W Napa St	95476	(707) 935-0258	North Bay Jack, Inc.	Ali	Morovat
CA	Sonora	518	13751 Mono Way	95370	(209) 532-2900	Nor-Cal Venture Group, Inc.	Anil	Yadav
CA	South Gate	3228	8920 Atlantic Ave	90280	(323) 569-2335	Dhillon Foods, Inc.	Priya	Dhillon
CA	South Lake Tahoe	7321	2649 Lake Tahoe Blvd	96150	(775) 360-2621	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
CA	South San Francisco	448	201 S Spruce St	94080	(650) 588-7400	AV Inc.	Anil	Yadav
CA	South San Francisco	516	1695 El Camino Real	94080	(650) 994-5805	Resham, Inc.	Anil	Yadav
CA	Spring Valley	73	1047 Sweetwater Rd	91977	(619) 464-0705	Charles J. Stauffer	Charles	Stauffer
CA	Stanton	3204	7482 Katella Ave	90680	(714) 891-6024	Makar Foods, Inc.	George	Crankshaw
CA	Stockton	460	6200 Pacific Ave	95207	(209) 957-8173	Yadav, Inc.	Anil	Yadav
CA	Stockton	464	1504 Pacific Ave	95204	(209) 466-9256	Varris Management, Inc.	Anil	Yadav
CA	Stockton	486	920 E Hammer Ln	95210	(209) 473-7016	S.T.M. Inc.	Tony	Romley
CA	Stockton	534	2592 W March Ln	95207	(209) 951-6424	Varris Management, Inc.	Anil	Yadav
CA	Stockton	565	3506 W Hammer Ln	95219	(209) 951-6818	Yadav, Inc.	Anil	Yadav
CA	Stockton	3408	4989 S Highway 99	95215	(209) 943-2157	Varris Management, Inc.	Anil	Yadav
CA	Stockton	4370	733 W Charter Wy	95206	(209) 465-2682	Varish, Inc.	Anil	Yadav
CA	Stockton	4374	10858 Trinity Park Way	95219	(209) 956-0596	Varris Management, Inc.	Anil	Yadav
CA	Stockton	4406	1916 E March Ln	95210	(209) 662-8317	AV Inc.	Anil	Yadav
CA	Suisun City	3483	499 Grizzly Island Rd	94585	(707) 426-6119	Golden State Jacks, Inc.	Beryl	Haroan
CA	Sun Valley	341	7955 Vineland Ave	91352	(818) 764-0359	Bromley Foods, Inc.	Terence	Jones
CA	Susanville	3432	2910 Main St	96130	(775) 360-2600	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
CA	Tehachapi	3231	801 Tucker Rd	93561	(661) 822-1316	Envision Foods, LLC	Terry	Shindle
CA	Temecula	48	27410 Jefferson Ave	92590	(951) 676-6037	DMSD Foods, Inc.	Dawood	Beshay
CA	Temecula	3364	40412 Winchester Rd	92591	(951) 699-5668	DMSD Foods, Inc.	Dawood	Beshay
CA	Temecula	5449	29105 Old Town Front Street	92590	(951) 506-3322	DMSD Foods, Inc.	Dawood	Beshay
CA	Temple City	3156	9965 Lower Azusa Rd	91780	(626) 401-9730	JYM Enterprises, Inc.	John	Maki
CA	Thermal	5442	2086 Service Rd	92274	(760) 394-1989	Desert Jack, LLC	Terry	Shindle
CA	Thousand Oaks	351	484 Moorpark Rd	91360	(805) 495-7874	Ocean View Foods, Inc.	Terence	Jones
CA	Thousand Palms	3374	72955 Varner Rd	92276	(760) 343-3796	Desert Jack, LLC	Terry	Shindle
CA	Torrance	230	17916 Hawthorne Blvd	90504	(310) 370-9262	BB 2008 Inc.	Lee	Su
CA	Torrance	261	4911 Torrance Blvd	90503	(310) 371-8306	Dhillon Foods, Inc.	Priya	Dhillon
CA	Torrance	267	2760 Cabrillo Ave	90501	(310) 212-0967	LIHWA Group, Inc.	Erh-Mei	Su
CA	Torrance	3155	835 W Carson St	90502	(310) 212-0972	EBS Foods, LLC	Eddie	Nieves
CA	Torrance	3288	2705 Pacific Coast Hwy	90505	(310) 534-0220	PCH Venture Group, Inc.	Erh-Mei	Su
CA	Torrance	3332	2186 Redondo Beach Blvd	90504	(310) 538-1459	JVS Foods, Inc.	Victoria	Su
CA	Torrance	5350	3940 Redondo Beach Blvd	90504	(310) 715-6494	Jushen Restaurants, Inc.	Priya	Dhillon

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
CA	Trabuco Canyon	3270	21602 Plano Trabuco Rd	92679	(949) 589-3276	R.W. Forsum Enterprises	Reynold	Forsum
CA	Tracy	557	611 W Grant Line Rd	95376	(209) 836-2673	Varris Management, Inc.	Anil	Yadav
CA	Tracy	4300	1935 W 11th St	95376	(209) 836-2087	Varris Management, Inc.	Anil	Yadav
CA	Tracy	4376	3400 Macarthur Dr	95376	(209) 839-9732	Vansh, Inc.	Anil	Yadav
CA	Tulare	480	444 E Tulare Ave	93274	(559) 688-6464	VTP Enterprises	Patrice	Roux
CA	Turlock	466	100 N Golden State Blvd	95380	(209) 669-6585	CALJAX, INC.	Metri	Lutfi
CA	Turlock	3409	1951 Lander Rd	95380	(209) 634-5848	CALJAX, INC.	Metri	Lutfi
CA	Turlock	3484	2601 Geer Rd	95382	(209) 656-1845	CALJAX, INC.	Metri	Lutfi
CA	Tustin	295	14002 Newport Ave	92780	(714) 832-4203	FEAST Foods, LLC	Bashir	Eramya
CA	Tustin	396	17401 17th St	92780	(714) 731-9960	JDC Food Services, Inc.	Caryn	Ochoa
CA	Tustin	3275	3089 Edinger Ave	92780	(949) 857-0849	JDC Food Services, Inc.	Caryn	Ochoa
CA	Twentynine Palms	3563	73762 29 Palms Hwy	92277	(760) 361-5117	Desert Jack, LLC	Terry	Shindle
CA	Ukiah	3469	1115 Airport Park Blvd	95482	(707) 462-5296	North Bay Jack, Inc.	Ali	Morovat
CA	Upland	186	611 W Foothill Blvd	91786	(909) 946-9588	WHG Restaurant Group, Inc.	Gregory	Gribble
CA	Vacaville	475	290 E Monte Vista Ave	95688	(707) 448-0192	Devika Restaurants Inc.	Dev	Sagar
CA	Vacaville	551	1035 Alamo Dr	95687	(707) 446-2645	Gogris Corporation	Shilpa	Gogri
CA	Vacaville	587	1130 Leisure Town Rd	95687	(707) 451-4762	Nor-Cal Venture Group, Inc.	Anil	Yadav
CA	Vacaville	3475	220 Nut Tree Pkwy	95687	(707) 446-2366	Nor-Cal Venture Group, Inc.	Anil	Yadav
CA	Valencia	3390	28144 The Old Rd	91355	(661) 295-3258	MEL-Z ENTERPRISE, INC.	Melvin	Thompson Sr
CA	Valencia	5319	28083 Newhall Ranch Rd	91355	(661) 257-9267	MEL-Z ENTERPRISE, INC.	Melvin	Thompson Sr
CA	Vallejo	470	400 Broadway St	94590	(707) 554-3562	Golden State Jacks, Inc.	Beryl	Haroan
CA	Vallejo	520	1610 Lewis Brown Dr	94589	(707) 552-8307	Golden State Jacks, Inc.	Beryl	Haroan
CA	Van Nuys	330	6416 Woodman Ave	91401	(818) 909-0066	Sood Enterprises, Inc.	Sudesh	Sood
CA	Van Nuys	337	6847 Van Nuys Blvd	91405	(818) 782-1823	Sood Enterprises, Inc.	Rashmi	Sood
CA	Van Nuys	3205	6351 Sepulveda Blvd	91411	(818) 988-4049	Sood Enterprises, Inc.	Rashmi	Sood
CA	Van Nuys	3553	16860 Vanowen St	91406	(818) 779-1350	Sood Enterprises, Inc.	Usha	Sood
CA	Victorville	361	14618 7th St	92392	(760) 243-7575	Envision Foods, LLC	Terry	Shindle
CA	Victorville	3184	12134 Hesperia Rd	92392	(760) 241-7479	Envision Foods, LLC	Terry	Shindle
CA	Victorville	3269	12440 Amargosa Rd	92392	(760) 241-0740	Envision Foods, LLC	Terry	Shindle
CA	Victorville	5399	14515 Mojave Dr	92394	(760) 241-3022	Envision Foods, LLC	Terry	Shindle
CA	Visalia	427	1120 S Mooney Blvd	93277	(559) 732-0522	VTP Enterprises	Patrice	Roux
CA	Visalia	3440	1400 N Ben Maddox Way	93292	(559) 741-1116	VTP Enterprises	Patrice	Roux
CA	Visalia	3592	5340 W Cypress Ave	93277	(559) 739-7369	VTP Enterprises	Patrice	Roux
CA	Visalia	4412	107 W Caldwell Ave	93277	(559) 749-0191	VTP Enterprises	Patrice	Roux
CA	Vista	55	815 E Vista Way	92084	(760) 758-2146	Beshay Foods, Inc.	Dawood	Beshay
CA	Vista	3002	740 Sycamore Rd	92083	(760) 727-4081	Beshay Foods, Inc.	Dawood	Beshay

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
CA	Vista	3019	1471 N Santa Fe Ave	92084	(760) 630-4895	Beshay Foods, Inc.	Dawood	Beshay
CA	Vista	3029	260 S Melrose Dr	92081	(760) 940-8255	Restaurant Leadership Group, LLC	Dawood	Beshay
CA	Vista	3032	3281 Business Park Dr	92081	(760) 734-1816	Beshay Foods, Inc.	Dawood	Beshay
CA	Walnut	3210	1245 N Grand Ave	91789	(909) 595-9856	JYM Enterprises, Inc.	John	Maki
CA	Wasco	4383	1920 Highway 46	93280	(661) 758-4754	EBS Foods, LLC	Eddie	Nieves
CA	Watsonville	574	1085 S Green Valley Rd	95076	(831) 724-3993	Central Coast Restaurants Inc.	Michael	Flores
CA	West Covina	358	2548 S Azusa Ave	91792	(626) 912-0784	Double G Partners	Garren	Grieve
CA	West Sacramento	3456	775 Harbor Pointe Pl	95605	(916) 374-8319	Vanmel, Inc.	Anil	Yadav
CA	Westminster	150	15521 Brookhurst St	92683	(714) 839-2339	Jokar Enterprises, Inc.	Mark	Graffius
CA	Westminster	3338	13721 Goldenwest St	92683	(714) 899-9112	ITNA Group, Inc.	Abdul	Sadruddin
CA	Whittier	221	13400 Telegraph Rd	90605	(562) 941-6480	TBS Foods, Inc.	Behzad	Nematzadeh
CA	Whittier	297	11303 Washington Blvd	90606	(562) 699-2684	Three Powers Foods, Inc.	Cedric	Fong
CA	Whittier	3221	13561 Whittier Blvd	90605	(562) 696-7188	Food Expo, Inc.	Alex	Carcavallo
CA	Whittier	3303	14437 Telegraph Rd	90604	(562) 204-0614	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh
CA	Whittier	5321	15948 Whittier Blvd	90603	(562) 943-2834	Square King Foods, Inc.	Sam	Fong
CA	Wildomar	5364	36196 Hidden Springs Rd	92595	(951) 678-8833	DMSD Foods, Inc.	Dawood	Beshay
CA	Willits	4357	788 S Main St	95490	(707) 459-4129	North Bay Jack, Inc.	Ali	Morovat
CA	Wilmington	3151	1010 W Pacific Coast Hwy	90744	(310) 835-5308	PCH Venture Group, Inc.	Erh-Mei	Su
CA	Woodcrest	3196	17022 Van Buren Blvd	92504	(951) 780-4951	JIB Holdings I, LLC	Terry	Shindle
CA	Woodland	512	1200 E Main St	95776	(530) 666-4374	Nor-Cal Venture Group, Inc.	Anil	Yadav
CA	Woodland	3457	2010 E Main St	95776	(530) 669-6606	Nor-Cal Venture Group, Inc.	Anil	Yadav
CA	Woodland Hills	343	22664 Ventura Blvd	91364	(818) 224-3460	Sood Enterprises, Inc.	Sudesh	Sood
CA	Woodland Hills	353	22730 Victory Blvd	91367	(818) 715-0550	Sood Enterprises, Inc.	Usha	Sood
CA	Woodland Hills	3347	20037 Ventura Blvd	91364	(818) 887-9339	Sood Enterprises, Inc.	Sudesh	Sood
CA	Yermo	3588	35745 Ghost Town Rd	92398	(760) 254-3543	JIB Holdings I, LLC	Terry	Shindle
CA	Yorba Linda	3234	21430 Yorba Linda Blvd	92887	(714) 970-2862	Graffius & Graffius, Inc.	Mark	Graffius
CA	Yuba City	546	1111 Colusa Ave	95991	(530) 673-0230	Nor-Cal Venture Group, Inc.	Anil	Yadav
CA	Yuba City	4359	1030 Tharp Rd	95993	(530) 673-3283	Nor-Cal Venture Group, Inc.	Anil	Yadav
CA	Yucaipa	169	34504 Yucaipa Blvd	92399	(909) 797-5344	OC Food Express, Inc.	Hai	Zaidul
CA	Yucca Valley	3306	57930 29 Palms Hwy	92284	(760) 369-0904	Desert Jack, LLC	Terry	Shindle
CO	Aurora	8128	15255 E 38th Ave	80011	(303) 371-1501	SNN Denver Foods LLC	Murat	Celik
CO	Aurora	8137	15399 E Mississippi Ave	80017	(303) 745-0247	SNN Denver Foods LLC	Murat	Celik
CO	Brighton	8162	64 W Bromley Lane	80601	(303) 659-6649	Feast Enterprises LLC	Daniel	Myhren
CO	Broomfield	8140	2105 W 136th Ave	80023	(303) 280-8266	Feast Enterprises LLC	Daniel	Myhren
CO	Castle Rock	8157	27 Wolfensberger Rd	80109	(303) 660-5114	SNN Denver Foods LLC	Murat	Celik
CO	Colorado Springs	8142	3654 Austin Bluffs Pkwy	80918	(719) 900-5990	Sierra Monterey Restaurant Systems, Inc.	Caleb	Sayler

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
CO	Colorado Springs	8143	3690 New Center Point Blvd	80922	(719) 900-5991	Sierra Monterey Restaurant Systems, Inc.	Caleb	Sayler
CO	Commerce City	8136	6015 E Parkway Dr	80022	(303) 287-8274	Feast Enterprises LLC	Daniel	Myhren
CO	Denver	8160	2020 S Federal Blvd	80219	(303) 934-4435	SNN Denver Foods LLC	Murat	Celik
CO	Fountain	8145	6314 S US Highway 85-87	80817	(719) 900-5992	Sierra Monterey Restaurant Systems, Inc.	Caleb	Sayler
CO	Golden	8130	16750 W Colfax Ave	80401	(303) 384-3783	SNN Denver Foods LLC	Murat	Celik
CO	Parker	8131	11179 S Pikes Peak Dr	80138	(303) 840-1807	SNN Denver Foods LLC	Murat	Celik
CO	Pueblo	8159	910 W US Highway 50	81008	(719) 900-5993	Sierra Monterey Restaurant Systems, Inc.	Caleb	Sayler
CO	Thornton	8135	9703 Washington St	80229	(303) 920-1214	Feast Enterprises LLC	Daniel	Myhren
CO	Westminster	8138	7311 Sheridan Blvd	80003	(720) 540-4233	Feast Enterprises LLC	Daniel	Myhren
CO	Wheat Ridge	8129	5165 Kipling St	80033	(303) 423-0169	Feast Enterprises LLC	Daniel	Myhren
GU	Tamuning Guam	8255	1355 Route 1 N Marine Corp Dr	96913	(671) 922-5225	Blue Pacific Guam, LLC	Christopher	Scanlan
HI	Hilo	8223	50 E Puainako St	96720	(808) 959-3111	Scanlan Management LLC	Christopher	Scanlan
HI	Honolulu	8201	535 Dillingham Blvd	96817	(808) 847-3837	Scanlan Management LLC	Christopher	Scanlan
HI	Honolulu	8203	2183 N King St	96819	(808) 847-6058	Scanlan Management LLC	Christopher	Scanlan
HI	Honolulu	8204	1970 S King St	96826	(808) 949-1471	Scanlan Management LLC	Christopher	Scanlan
HI	Honolulu	8205	2317 N School St	96819	(808) 841-7211	Scanlan Management LLC	Christopher	Scanlan
HI	Honolulu	8208	875 Kapiolani Blvd	96813	(808) 593-8076	Scanlan Management LLC	Christopher	Scanlan
HI	Honolulu	8210	633 Kapahulu Ave	96815	(808) 735-2696	Scanlan Management LLC	Christopher	Scanlan
HI	Honolulu	8213	4510 Salt Lake Blvd	96818	(808) 487-2423	Scanlan Management LLC	Christopher	Scanlan
HI	Honolulu	8227	1001 Bishop St	96813	(808) 523-9884	Scanlan Management LLC	Christopher	Scanlan
HI	Honolulu	8230	4859 Warden Ave	96818	(808) 422-6887	Scanlan Management LLC	Christopher	Scanlan
HI	Honolulu	8237	1525 S King St	96826	(808) 941-1429	Scanlan Management LLC	Christopher	Scanlan
HI	Honolulu	8244	1180 S King St	96814	(808) 591-1096	Scanlan Management LLC	Christopher	Scanlan
HI	Honolulu	8254	1450 Ala Moana Blvd Ste 1298	96814	(808) 941-1150	Scanlan Management LLC	Christopher	Scanlan
HI	Honolulu	8256	5722 Kalanianaole Hwy	96821	(808) 373-7973	Scanlan Management LLC	Christopher	Scanlan
HI	Kahului	8212	150 E Kamehameha Ave	96732	(808) 871-5866	Scanlan Management LLC	Christopher	Scanlan
HI	Kailua	8219	112 Oneawa St	96734	(808) 263-6441	Scanlan Management LLC	Christopher	Scanlan
HI	Kailua Kona	8251	75-934 Henry St	96740	(808) 331-8808	Scanlan Management LLC	Christopher	Scanlan
HI	Kaneohe	8211	45-960 Kam Hwy	96744	(808) 247-1766	Scanlan Management LLC	Christopher	Scanlan
HI	Kapolei	8246	591 Farrington Hwy	96707	(808) 674-9607	Scanlan Management LLC	Christopher	Scanlan
HI	Kihei	8222	1301 S Kihei Rd	96753	(808) 874-0155	Scanlan Management LLC	Christopher	Scanlan
HI	Lihue	8253	4454 Nuhou St	96766	(808) 245-3443	Scanlan Management LLC	Christopher	Scanlan
HI	Mililani	8239	95-221 Kipapa Dr	96789	(808) 625-2811	Scanlan Management LLC	Christopher	Scanlan
HI	Pearl City	8233	384 Kamehameha Hwy	96782	(808) 487-8404	Scanlan Management LLC	Christopher	Scanlan
HI	Wahiawa	8209	11 S Kamehameha Hwy	96786	(808) 621-8113	Scanlan Management LLC	Christopher	Scanlan
HI	Waianae	8252	85-950 Farrington Hwy	96792	(808) 668-2164	Scanlan Management LLC	Christopher	Scanlan

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
HI	Wailuku	8245	700 Lower Main St	96793	(808) 249-2943	Scanlan Management LLC	Christopher	Scanlan
HI	Waimanalo	8207	41-1537 Kalanianaole Hwy	96795	(808) 259-8127	Scanlan Management LLC	Christopher	Scanlan
HI	Waipahu	8206	94-866 Moloalo Ave	96797	(808) 671-0033	Scanlan Management LLC	Christopher	Scanlan
HI	Waipahu	8217	94-839 Ukee St	96797	(808) 671-2448	Scanlan Management LLC	Christopher	Scanlan
HI	Waipahu	8249	94-327 Kunia Rd	96797	(808) 671-2300	Scanlan Management LLC	Christopher	Scanlan
ID	Boise	6000	1302 S Orchard St	83705	(208) 342-2666	FEAST Foods, LLC	Shayne	Stimpson
ID	Boise	6004	2611 S Broadway Ave	83706	(208) 336-8088	FEAST Foods, LLC	Shayne	Stimpson
ID	Boise	6005	3220 N Cole Rd	83704	(208) 322-5005	FEAST Foods, LLC	Shayne	Stimpson
ID	Boise	6018	6875 S Federal Way	83716	(208) 388-8452	FEAST Foods, LLC	Shayne	Stimpson
ID	Boise	6020	6300 N Eagle Rd	83713	(208) 938-5360	FEAST Foods, LLC	Shayne	Stimpson
ID	Boise	6026	10496 Overland Rd	83709	(208) 658-0508	FEAST Foods, LLC	Shayne	Stimpson
ID	Boise	6032	7040 W State St	83714	(208) 853-5250	FEAST Foods, LLC	Shayne	Stimpson
ID	Boise	6040	1124 S Vista Ave	83705	(208) 429-4171	FEAST Foods, LLC	Shayne	Stimpson
ID	Boise	6057	9052 W Fairview Ave	83704	(208) 377-9113	FEAST Foods, LLC	Shayne	Stimpson
ID	Boise	6059	3220 W State St	83703	(208) 345-3656	FEAST Foods, LLC	Shayne	Stimpson
ID	Burley	6024	491 N Overland Ave	83318	(208) 678-3399	FEAST Foods, LLC	Shayne	Stimpson
ID	Caldwell	6001	703 N 10th Ave	83605	(208) 454-6441	FEAST Foods, LLC	Shayne	Stimpson
ID	Caldwell	6058	4214 E Ustick Rd	83605	(208) 459-6058	FEAST Foods, LLC	Shayne	Stimpson
ID	Chubbuck	6045	4640 Yellowstone Ave	83202	(208) 238-3383	JIB Idaho, Inc.	Gabriel	Karroum
ID	Coeur D Alene	6012	196 Ironwood Dr	83814	(208) 664-8411	FEAST Foods, LLC	Shayne	Stimpson
ID	Coeur D'alene	6068	2754 N Ramsey Rd	83815	(208) 666-6068	FEAST Foods, LLC	Shayne	Stimpson
ID	Idaho Falls	6016	424 S Woodruff Ave	83401	(208) 528-9489	SGK Idaho, Inc.	Simon	Karroum
ID	Idaho Falls	6021	1458 W Broadway St	83402	(208) 552-2613	SGK Idaho, Inc.	Simon	Karroum
ID	Lewiston	6014	1903 G St	83501	(208) 798-7410	FEAST Foods, LLC	Shayne	Stimpson
ID	Meridian	6010	207 E Fairview Ave	83642	(208) 884-8992	FEAST Foods, LLC	Shayne	Stimpson
ID	Meridian	6033	3010 E Goldstone Dr Unit E	83642	(208) 884-3755	FEAST Foods, LLC	Shayne	Stimpson
ID	Mountain Home	6017	3100 Foothills Ave	83647	(208) 587-2007	FEAST Foods, LLC	Shayne	Stimpson
ID	Nampa	6002	804 12th Ave Rd	83686	(208) 467-2023	FEAST Foods, LLC	Shayne	Stimpson
ID	Nampa	6009	1920 Caldwell Blvd	83651	(208) 463-0175	FEAST Foods, LLC	Shayne	Stimpson
ID	Nampa	6023	1700 N Franklin Blvd	83687	(208) 463-0301	FEAST Foods, LLC	Shayne	Stimpson
ID	Nampa	6038	16101 Idaho Center Blvd	83687	(208) 463-7613	FEAST Foods, LLC	Shayne	Stimpson
ID	Pocatello	6015	1611 Pocatello Creek Rd	83201	(208) 234-9305	SGK Idaho, Inc.	Simon	Karroum
ID	Pocatello	6025	123 S 4th St	83201	(208) 478-8035	SGK Idaho, Inc.	Simon	Karroum
ID	Post Falls	6069	850 North Highway 41	83854	(208) 777-6069	FEAST Foods, LLC	Shayne	Stimpson
ID	Rexburg	6030	461 N 2nd E	83440	(208) 656-9284	SGK Idaho, Inc.	Simon	Karroum
ID	Sandpoint	6037	717 N 5th Ave	83864	(208) 265-0710	FEAST Foods, LLC	Shayne	Stimpson

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
ID	Twin Falls	6019	1501 Blue Lakes Blvd N	83301	(208) 733-4942	FEAST Foods, LLC	Shayne	Stimpson
IL	Alton	1405	1649 Washington Ave	62002	(618) 465-0093	Illinois Jack, LLC	Kelly	Kuhlmann
IL	Alton	1408	101 Homer M Adams Pkwy	62002	(618) 462-9905	Illinois Jack, LLC	Kelly	Kuhlmann
IL	Belleville	1415	500 S Illinois St	62220	(618) 235-9008	Illinois Jack, LLC	Kelly	Kuhlmann
IL	Collinsville	1411	9502 Collinsville Rd	62234	(618) 344-7848	Illinois Jack, LLC	Kelly	Kuhlmann
IL	Edwardsville	1414	300 S Buchanan St	62025	(618) 692-1414	Illinois Jack, LLC	Kelly	Kuhlmann
IL	Glen Carbon	1418	31 Junction Dr	62034	(618) 655-0570	Illinois Jack, LLC	Kelly	Kuhlmann
IL	Granite City	1402	3330 Nameoki Rd	62040	(618) 877-8884	Illinois Jack, LLC	Kelly	Kuhlmann
IL	Granite City	1416	2163 Madison Ave	62040	(618) 452-5847	Illinois Jack, LLC	Kelly	Kuhlmann
IL	Litchfield	1421	1 Corvette Dr	62056	(217) 324-3300	Illinois Jack, LLC	Kelly	Kuhlmann
IL	O Fallon	1412	1360 W Us Highway 50	62269	(618) 632-1460	Illinois Jack, LLC	Kelly	Kuhlmann
IL	Swansea	1410	1800 N Illinois St	62226	(618) 277-1822	Illinois Jack, LLC	Kelly	Kuhlmann
IL	Troy	1413	830 Edwardsville Rd	62294	(618) 667-3000	Illinois Jack, LLC	Kelly	Kuhlmann
IL	Wood River	1403	41 E Edwardsville Rd	62095	(618) 254-2098	Illinois Jack, LLC	Kelly	Kuhlmann
IN	Indianapolis	6209	8950 S Us 31	46227	(317) 859-2803	DMSD Management, LLC	Monica	Bartolo
IN	Indianapolis	6210	2130 N Post Rd	46219	(317) 897-8043	DMSD Management, LLC	Monica	Bartolo
IN	Indianapolis	6214	5613 W 38th St	46254	(317) 291-5703	DMSD Management, LLC	Monica	Bartolo
KS	Kansas City	6200	211 S 18th St	66102	(913) 371-0911	Golden State Restaurants Inc.	Jacob	Stubblefield
KS	Kansas City	6202	10630 Parallel Pkwy	66109	(913) 287-5512	Golden State Restaurants Inc.	Jacob	Stubblefield
KS	Merriam	6208	9101 Johnson Dr	66202	(913) 236-9671	MFT - KC Enterprises LP	Daniel	Oswald
KS	Olathe	6204	17820 W 119th St	66061	(913) 227-0782	MFT - KC Enterprises LP	Daniel	Oswald
KS	Overland Park	6201	10317 Metcalf Ave	66212	(913) 381-2618	MFT - KC Enterprises LP	Daniel	Oswald
LA	Baton Rouge	6308	8919 Siegen Ln	70810	(225) 819-9838	Jackiana, LLC	Todd	Keller
LA	Baton Rouge	6309	11310 Airline Hwy	70816	(225) 293-0602	Jackiana, LLC	Todd	Keller
LA	Baton Rouge	6310	9316 Burbank Dr	70820	(225) 766-1470	Jackiana, LLC	Todd	Keller
LA	Baton Rouge	6311	13520 Florida Blvd	70819	(225) 272-4590	Jackiana, LLC	Todd	Keller
LA	Baton Rouge	6312	508 S Foster Dr	70806	(225) 928-4700	Jackiana, LLC	Todd	Keller
LA	Baton Rouge	6315	2181 S Sherwood Forest Blvd	70816	(225) 273-1003	Jackiana, LLC	Todd	Keller
LA	Baton Rouge	6316	7725 Airline Hwy	70815	(225) 248-1644	Jackiana, LLC	Todd	Keller
LA	Baton Rouge	6319	3255 Highland Rd	70802	(225) 343-6091	Jackiana, LLC	Todd	Keller
LA	Baton Rouge	6323	11682 Plank Rd	70811	(225) 775-0324	Jackiana, LLC	Todd	Keller
LA	Baton Rouge	6326	10432 Sullivan Rd	70818	(225) 262-7665	Jackiana, LLC	Todd	Keller
LA	Baton Rouge	6327	8008 Scenic Hwy	70807	(225) 774-9775	Jackiana, LLC	Todd	Keller
LA	Baton Rouge	6329	8110 Florida Blvd	70806	(225) 925-0004	Jackiana, LLC	Todd	Keller
LA	Baton Rouge	6335	2805 Scenic Hwy	70805	(225) 356-1215	Jackiana, LLC	Todd	Keller
LA	Gonzales	6318	2123 W Highway 30	70737	(225) 647-6106	Jackiana, LLC	Todd	Keller

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
LA	Gonzales	6321	1703 N Airline Hwy	70737	(225) 647-3603	Jackiana, LLC	Todd	Keller
LA	Sulphur	6340	2484 S Cities Service Hwy	70665	(337) 625-6633	TLIG Restaurants, LLC	Opiah	Izu
LA	Walker	6322	28175 Walker Rd S	70785	(225) 791-1594	Jackiana, LLC	Todd	Keller
MO	Arnold	4059	1289 Jeffco Blvd	63010	(636) 296-2123	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Berkeley	4038	9707 Natural Bridge Rd	63134	(314) 423-0244	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Blue Springs	6205	808 N 7 Hwy	64014	(816) 220-3180	Golden State Restaurants Inc.	Jacob	Stubblefield
MO	Bridgeton	4037	12298 Saint Charles Rock Rd	63044	(314) 739-2373	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Columbia	6228	1401 Grindstone Pkwy	65201	(573) 256-2008	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Crestwood	4048	9805 Watson Rd	63126	(314) 965-0363	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Cuba	4092	1112 Oak Hill Ave	65453	(573) 885-3223	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Desloge	4061	1208 N Desloge St	63601	(573) 431-5111	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Earth City	4073	3404 Rider Trl S	63045	(314) 739-2046	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Ellisville	4007	15354 Manchester Rd	63011	(636) 391-7829	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Farmington	4060	795 Maple Valley Dr	63640	(573) 756-8010	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Fenton	4093	986 S Highway Dr	63026	(636) 326-4084	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Festus	4123	899 Veterans Blvd	63028	(636) 931-5561	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Florissant	4006	4595 Washington St	63033	(314) 831-0971	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Florissant	4016	2095 N US Highway 67	63033	(314) 831-1928	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Florissant	4045	11204 W Florissant Ave	63033	(314) 831-2530	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Florissant	4072	158 Howdershell Rd	63031	(314) 921-1800	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Hazelwood	4049	6100 Howdershell Rd	63042	(314) 895-1716	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Hazelwood	4052	322 Taylor Rd	63042	(314) 895-3322	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Herculaneum	4095	1197 Scenic Dr	63048	(636) 479-7241	Missouri Jack, LLC	Kelly	Kuhlmann
MO	High Ridge	4094	5300 Caroline Dr	63049	(636) 376-5924	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Imperial	4099	1202 Main St	63052	(636) 467-2478	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Jefferson City	6229	2333 Missouri Blvd	65109	(573) 761-5416	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Lake Saint Louis	4124	459 Hawk Ridge Trail Dr	63367	(636) 625-1993	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Lees Summit	6217	951 Ne Sam Walton Lane	64086	(816) 554-0265	Golden State Restaurants Inc.	Jacob	Stubblefield
MO	Maplewood	4031	7520 Manchester Rd	63143	(314) 645-4722	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Marlborough	4034	7960 Watson Rd	63119	(314) 961-6985	Missouri Jack, LLC	Kelly	Kuhlmann
MO	O Fallon	4047	415 S Main St	63366	(636) 240-7510	Missouri Jack, LLC	Kelly	Kuhlmann
MO	O Fallon	4097	910 Bryan Rd	63366	(636) 272-7242	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Oakville	4058	5624 Telegraph Rd	63129	(314) 846-9770	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Saint Ann	4076	11122 Saint Charles Rock Rd	63074	(314) 739-0039	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Saint Charles	4044	1992 Zumbehl Rd	63303	(636) 949-2310	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Saint Charles	4078	3710 Elm St	63301	(636) 947-4010	Missouri Jack, LLC	Kelly	Kuhlmann

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
MO	Saint Charles	4084	1016 S 5th St	63301	(636) 896-8092	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Saint Louis	4017	1242 Hampton Ave	63139	(314) 644-2547	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Saint Louis	4018	4292 Bayless Ave	63123	(314) 631-4749	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Saint Louis	4020	5600 S Grand Blvd	63111	(314) 351-3686	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Saint Louis	4024	4201 S Kingshighway Blvd	63109	(314) 351-0952	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Saint Louis	4027	2163 S Grand Ave	63104	(314) 773-1553	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Saint Louis	4028	10460 Page Blvd	63132	(314) 428-6207	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Saint Louis	4036	1807 Gravois Ave	63104	(314) 773-2636	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Saint Louis	4040	2666 Telegraph Rd	63125	(314) 894-8716	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Saint Louis	4043	9970 Kennerly Rd	63128	(314) 842-2180	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Saint Louis	4046	4500 Lemay Ferry Rd	63129	(314) 487-2285	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Saint Louis	4071	11830 Lusher Rd	63138	(314) 741-8770	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Saint Louis	4079	5905 S Lindbergh Blvd	63123	(314) 894-2573	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Saint Louis	4090	10866 Lilac Ave	63137	(314) 867-5416	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Saint Louis	4122	4111 Lindell Blvd	63108	(314) 652-1649	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Saint Peters	4030	4124 Mexico Rd	63376	(636) 928-8941	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Saint Peters	4098	6096 Mid Rivers Mall Dr	63304	(636) 447-2084	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Saint Peters	5001	299 Salt Lick Rd Ste 100	63376	(636) 279-6053	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Sullivan	4053	633 E Springfield Rd	63080	(573) 468-2500	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Troy	4125	302 Highway 47 E	63379	(636) 528-2802	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Union	4120	101 Bourbeuse River Access	63084	(636) 584-8497	Missouri Jack, LLC	Kelly	Kuhlmann
MO	University City	4074	6950 Olive Blvd	63130	(314) 862-6070	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Vinita Park	4089	8307 Page Ave	63130	(314) 429-0228	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Warrenton	4054	605 N Service Rd	63383	(636) 456-8500	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Washington	4081	1930 Washington Xing	63090	(636) 390-4671	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Weldon Spring	4086	6000 S Highway 94	63304	(636) 329-1460	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Wentzville	4085	1992 Wentzville Pkwy	63385	(636) 332-2277	Missouri Jack, LLC	Kelly	Kuhlmann
MO	Wildwood	4080	16590 Manchester Rd	63040	(636) 458-2222	Missouri Jack, LLC	Kelly	Kuhlmann
NC	Charlotte	6801	7806 Forest Point Blvd	28217	(704) 527-1681	Southeast Jack, Inc.	Waseem	Khan
NC	Charlotte	6804	7000 Wt Harris Blvd	28269	(704) 921-4450	Southeast Jack, Inc.	Waseem	Khan
NC	Charlotte	6807	337 Westinghouse Blvd	28273	(704) 583-9191	Southeast Jack, Inc.	Waseem	Khan
NC	Charlotte	6819	10121 N Tryon St	28262	(704) 503-6882	Southeast Jack, Inc.	Waseem	Khan
NC	Charlotte	6821	10525 Mallard Creek Rd	28262	(704) 549-0522	Southeast Jack, Inc.	Waseem	Khan
NC	Charlotte	6825	10730 S Tryon St	28273	(704) 588-1015	Southeast Jack, Inc.	Waseem	Khan
NC	Charlotte	6826	220 N Hoskins Rd	28216	(704) 392-6166	Southeast Jack, Inc.	Waseem	Khan
NC	Charlotte	6835	7725 Pineville Matthews Rd	28226	(704) 752-6885	Southeast Jack, Inc.	Waseem	Khan

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
NC	Charlotte	6850	4505 Randolph Rd	28211	(704) 362-1709	Southeast Jack, Inc.	Waseem	Khan
NC	Concord	6808	943 Concord Pkwy S	28027	(704) 789-9619	Southeast Jack, Inc.	Waseem	Khan
NC	Concord	6812	7770 Lyles Ln	28027	(704) 979-0300	Southeast Jack, Inc.	Waseem	Khan
NC	Conover	6834	510 10th St Nw	28613	(828) 695-1638	Southeast Jack, Inc.	Waseem	Khan
NC	Dallas	6836	102 College View Dr	28034	(704) 922-9178	Southeast Jack, Inc.	Waseem	Khan
NC	Gastonia	6803	3618 E Franklin Blvd	28056	(704) 823-1903	Southeast Jack, Inc.	Waseem	Khan
NC	Hendersonville	6839	76 Highlands Square Dr	28792	(828) 697-0390	Southeast Jack, Inc.	Waseem	Khan
NC	Hickory	6823	1776 Catawba Valley Blvd Se	28602	(828) 304-8295	Southeast Jack, Inc.	Waseem	Khan
NC	Hickory	6829	603 Us Highway 321 Nw	28601	(828) 328-3058	Southeast Jack, Inc.	Waseem	Khan
NC	Monroe	6847	1600 E Roosevelt Blvd	28112	(704) 225-7742	Southeast Jack, Inc.	Waseem	Khan
NC	Shelby	6815	455 Earl Rd	28150	(704) 480-6842	Southeast Jack, Inc.	Waseem	Khan
NM	Albuquerque	1261	3501 State Highway 528 NW	87114	(505) 898-5205	Dancel, L.L.C.	Laura	Olguin
NM	Albuquerque	1264	2721 Carlisle Blvd Ne	87110	(505) 888-8954	Dancel, L.L.C.	Laura	Olguin
NM	Albuquerque	1265	10100 Central Ave Se	87123	(505) 332-9282	Dancel, L.L.C.	Laura	Olguin
NM	Albuquerque	1266	5000 Montgomery Blvd Ne	87111	(505) 884-0816	Dancel, L.L.C.	Laura	Olguin
NM	Albuquerque	1267	7601 Menaul Blvd Ne	87110	(505) 293-1504	Dancel, L.L.C.	Laura	Olguin
NM	Albuquerque	1268	301 98th St Nw	87121	(505) 833-4000	Dancel, L.L.C.	Laura	Olguin
NM	Las Cruces	1258	501 S Telshor Blvd	88011	(575) 522-3740	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
NM	Las Cruces	1269	4615 Sonoma Ranch Blvd	88011	(575) 373-0205	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
NM	Rio Rancho	1263	3609 State Highway 528 Ne	87144	(505) 771-2100	Dancel, L.L.C.	Laura	Olguin
NV	Boulder City	7211	1101 Nevada Hwy	89005	(702) 294-1909	Silver State Restaurants Inc	Ali	Navaie
NV	Carson City	7304	3665 S Carson St	89701	(775) 360-2604	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
NV	Carson City	7308	309 E William St	89701	(775) 360-2608	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
NV	Carson City	7320	3225 Retail Dr	89706	(775) 360-2620	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
NV	Dayton	7317	3 Retail Rd	89403	(775) 360-2617	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
NV	Elko	7322	2423 Mountain City Hwy	89801	(775) 360-2622	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
NV	Fallon	7307	55 S Taylor St	89406	(775) 360-2607	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
NV	Fernley	7315	225 US Highway 95A N	89408	(775) 360-2615	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
NV	Gardnerville	7309	1345 US Highway 395 N	89410	(775) 360-2609	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
NV	Henderson	7217	290 S Boulder Hwy	89015	(702) 558-7477	Silver State Restaurants Inc	Ali	Navaie
NV	Henderson	7236	5 S Gibson Rd	89012	(702) 558-6506	Indo Cal Foods, Inc.	Jyoti	Madhura
NV	Henderson	7247	10505 S Eastern Ave	89052	(702) 616-6777	Indo Cal Foods, Inc.	Jyoti	Madhura
NV	Henderson	7255	1261 W Warm Springs Rd	89014	(702) 434-1472	Indo Cal Foods, Inc.	Jyoti	Madhura
NV	Henderson	7261	26 W Horizon Ridge Pkwy #110	89012	(702) 382-9300	Indo Cal Foods, Inc.	Jyoti	Madhura
NV	Henderson	7271	4161 Saint Rose Pkwy Ste B	89044	(702) 260-8596	Indo Cal Foods, Inc.	Jyoti	Madhura
NV	Las Vegas	7200	8221 S Fort Apache Rd	89178	(702) 597-0041	SJS Management Corporation	Jyoti	Madhura

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
NV	Las Vegas	7201	3703 E Flamingo Rd	89121	(702) 451-0950	Indo Cal Foods, Inc.	Jyoti	Madhura
NV	Las Vegas	7202	800 N Decatur	89107	(702) 870-1344	Trinity Restaurant Group West, LLC	Dino	Savant
NV	Las Vegas	7203	6400 W Charleston Blvd	89146	(702) 870-1550	Desert Venture LLC	Shehzad	Gill
NV	Las Vegas	7204	4866 S Maryland Pkwy	89119	(702) 736-4846	Indo Cal Foods, Inc.	Jyoti	Madhura
NV	Las Vegas	7206	4970 Spring Mountain Rd	89146	(702) 367-4191	Desert Venture LLC	Shehzad	Gill
NV	Las Vegas	7207	804 N Nellis Blvd	89110	(702) 459-2404	Silver State Restaurants Inc	Ali	Navaie
NV	Las Vegas	7208	3235 W Tropicana Ave	89103	(702) 736-7458	Desert Venture LLC	Shehzad	Gill
NV	Las Vegas	7209	4385 Las Vegas Blvd N	89115	(702) 643-6569	Trinity Restaurant Group West, LLC	Dino	Savant
NV	Las Vegas	7212	580 N Eastern Ave	89101	(702) 385-7022	Silver State Restaurants Inc	Ali	Navaie
NV	Las Vegas	7214	2301 S Decatur Blvd	89102	(702) 878-1288	Desert Venture LLC	Shehzad	Gill
NV	Las Vegas	7215	2550 S Maryland Pkwy	89109	(702) 731-9846	Silver State Restaurants Inc	Ali	Navaie
NV	Las Vegas	7219	2365 E Windmill Ln	89123	(702) 896-6633	Indo Cal Foods, Inc.	Jyoti	Madhura
NV	Las Vegas	7220	5605 S Rainbow Blvd	89118	(702) 368-1830	Desert Venture LLC	Shehzad	Gill
NV	Las Vegas	7221	1591 S Main St	89104	(702) 383-6908	Silver State Restaurants Inc	Ali	Navaie
NV	Las Vegas	7223	7510 W Lake Mead Blvd	89128	(702) 838-3900	Trinity Restaurant Group West, LLC	Dino	Savant
NV	Las Vegas	7224	3680 Blue Diamond Rd	89139	(702) 260-7037	Desert Venture LLC	Shehzad	Gill
NV	Las Vegas	7225	4145 S Durango Dr	89147	(702) 367-2236	Desert Venture LLC	Shehzad	Gill
NV	Las Vegas	7227	3211 N Rancho Dr	89130	(702) 396-9946	Trinity Restaurant Group West, LLC	Dino	Savant
NV	Las Vegas	7229	3311 S Nellis Blvd	89121	(702) 435-8957	Silver State Restaurants Inc	Ali	Navaie
NV	Las Vegas	7233	4640 E Russell Rd	89120	(702) 433-9100	Indo Cal Foods, Inc.	Jyoti	Madhura
NV	Las Vegas	7235	1610 N Lamb Blvd	89115	(702) 437-1292	Silver State Restaurants Inc	Ali	Navaie
NV	Las Vegas	7237	2301 S Fort Apache Rd	89117	(702) 562-0562	Desert Venture LLC	Shehzad	Gill
NV	Las Vegas	7239	8661 W Charleston Blvd	89117	(702) 804-5636	Desert Venture LLC	Shehzad	Gill
NV	Las Vegas	7241	6515 E Lake Mead Blvd	89156	(702) 459-7190	Silver State Restaurants Inc	Ali	Navaie
NV	Las Vegas	7243	455 Silverado Ranch Blvd	89123	(702) 407-5262	Indo Cal Foods, Inc.	Jyoti	Madhura
NV	Las Vegas	7244	6451 Boulder Hwy	89122	(702) 435-6116	Silver State Restaurants Inc	Ali	Navaie
NV	Las Vegas	7245	4040 S Rainbow Blvd	89103	(702) 227-1219	Desert Venture LLC	Shehzad	Gill
NV	Las Vegas	7246	4345 E Charleston Blvd	89104	(702) 440-8181	Silver State Restaurants Inc	Ali	Navaie
NV	Las Vegas	7249	7161 W Craig Rd	89129	(702) 395-0851	Trinity Restaurant Group West, LLC	Dino	Savant
NV	Las Vegas	7251	1480 W Lake Mead Blvd	89106	(702) 638-4188	Trinity Restaurant Group West, LLC	Dino	Savant
NV	Las Vegas	7252	9360 W Tropicana Ave	89147	(702) 251-1801	Desert Venture LLC	Shehzad	Gill
NV	Las Vegas	7253	6150 Las Vegas Blvd S	89119	(702) 614-8472	Indo Cal Foods, Inc.	Jyoti	Madhura
NV	Las Vegas	7256	780 E Flamingo Rd	89119	(702) 733-7713	Indo Cal Foods, Inc.	Jyoti	Madhura
NV	Las Vegas	7257	2970 E Desert Inn Rd	89121	(702) 733-1421	Silver State Restaurants Inc	Ali	Navaie
NV	Las Vegas	7258	3320 Las Vegas Blvd N	89115	(702) 651-0073	Silver State Restaurants Inc	Ali	Navaie
NV	Las Vegas	7260	3250 N Durango Dr Ste 100	89129	(702) 839-9221	Trinity Restaurant Group West, LLC	Dino	Savant

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
NV	Las Vegas	7262	3790 E Tropicana Ave	89121	(702) 434-0093	Indo Cal Foods, Inc.	Jyoti	Madhura
NV	Las Vegas	7266	7025 S Durango Dr	89113	(702) 269-6283	Desert Venture LLC	Shehzad	Gill
NV	Las Vegas	7267	7980 S Rainbow Blvd	89139	(702) 270-2164	Desert Venture LLC	Shehzad	Gill
NV	Las Vegas	7268	7741 N El Capitan Way	89143	(702) 395-2832	Trinity Restaurant Group West, LLC	Dino	Savant
NV	Las Vegas	7272	4860 S Decatur Blvd	89103	(702) 876-0346	Desert Venture LLC	Shehzad	Gill
NV	Mesquite	7226	320 Sandhill Rd	89027	(702) 346-1608	Trinity Restaurant Group West, LLC	Dino	Savant
NV	North Las Vegas	7205	2104 Las Vegas Blvd N	89030	(702) 649-9201	Trinity Restaurant Group West, LLC	Dino	Savant
NV	North Las Vegas	7228	3821 E Craig Rd	89030	(702) 643-2347	Trinity Restaurant Group West, LLC	Dino	Savant
NV	North Las Vegas	7231	1845 W Craig Rd	89032	(702) 657-6154	Trinity Restaurant Group West, LLC	Dino	Savant
NV	North Las Vegas	7242	5536 Camino Al Norte	89031	(702) 649-5222	Trinity Restaurant Group West, LLC	Dino	Savant
NV	North Las Vegas	7264	6345 Losee Rd	89081	(702) 649-7199	Trinity Restaurant Group West, LLC	Dino	Savant
NV	North Las Vegas	7265	4595 W Ann Rd	89031	(702) 631-4784	Trinity Restaurant Group West, LLC	Dino	Savant
NV	Pahrump	7276	630 S Highway 160	89048	(775) 727-3783	SJS Management Corporation	Jyoti	Madhura
NV	Reno	7301	5095 S Mccarran Blvd	89502	(775) 825-1202	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
NV	Reno	7302	881 Apple St	89502	(775) 827-6363	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
NV	Reno	7305	410 Keystone Ave	89503	(775) 360-2605	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
NV	Reno	7310	10450 N Mccarran Blvd	89503	(775) 360-2610	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
NV	Reno	7314	179 Damonte Ranch Pkwy	89521	(775) 360-2614	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
NV	Reno	7316	185 Lemmon Dr	89506	(775) 360-2616	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
NV	Sparks	7303	2289 Oddie Blvd	89431	(775) 360-2603	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
NV	Sparks	7306	655 E Prater Way	89431	(775) 360-2606	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
NV	Sparks	7318	122 Los Altos Pkwy	89436	(775) 360-2618	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
NV	Verdi	7311	350 Interstate 80	89439	(775) 360-2611	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
NV	Winnemucca	7319	218 W Winnemucca Blvd	89445	(775) 360-2619	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
OH	Cincinnati	6220	5234 Ridge Ave	45213	(513) 531-5225	Midwest Jack, Inc.	Marco	Rivera
OH	West Chester	6219	7425 Tylersville Rd	45069	(513) 755-3000	Midwest Jack, Inc.	Marco	Rivera
OK	Ada	6100	1501 N Country Club Dr	74820	(580) 421-9695	RDSL OK, LLC	Rabindranath	Viswanath
OK	Ardmore	6138	1036 W Broadway St	73401	(580) 223-1886	RDSL OK, LLC	Rabindranath	Viswanath
OK	Broken Arrow	6139	2221 W Kenosha St	74012	(918) 258-0245	A 3 H Foods, LP	Gina	Wingate
OK	Durant	6137	2117 W Main St	74701	(580) 931-3502	RDSL OK, LLC	Rabindranath	Viswanath
OK	Edmond	6149	2108 W Danforth Rd Coe	73003	(405) 359-4929	JIB QSR Oklahoma, LLC	Mohammed	Salous
OK	Lawton	4848	2601 Nw Cache Rd	73505	(580) 353-1801	RDSL OK, LLC	Rabindranath	Viswanath
OK	Midwest City	6140	7085 Se 29th St	73110	(405) 741-0101	JIB QSR Oklahoma, LLC	Mohammed	Salous
OK	Moore	6144	690 Sw 19th St	73160	(405) 793-0546	JIB QSR Oklahoma, LLC	Mohammed	Salous
OK	Norman	6141	615 12th Ave Ne	73070	(405) 329-2981	JIB QSR Oklahoma, LLC	Mohammed	Salous
OK	Oklahoma City	6143	540 S Macarthur Blvd	73128	(405) 948-3174	JIB QSR Oklahoma, LLC	Mohammed	Salous

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
OK	Oklahoma City	6150	7100 S May Ave	73159	(405) 684-2376	JIB QSR Oklahoma, LLC	Mohammed	Salous
OK	Oklahoma City	6152	5301 N May Ave	73112	(405) 917-7715	JIB QSR Oklahoma, LLC	Mohammed	Salous
OK	Stillwater	6222	508 E Hall Of Fame Ave	74075	(405) 624-0795	A 3 H Foods, LP	Gina	Wingate
OK	Tulsa	6145	10861 E 41st St	74146	(918) 660-7880	A 3 H Foods, LP	Gina	Wingate
OK	Tulsa	6146	4840 S Yale Ave	74135	(918) 493-6537	A 3 H Foods, LP	Gina	Wingate
OK	Tulsa	6151	10014 S Memorial Dr E	74133	(918) 298-4501	A 3 H Foods, LP	Gina	Wingate
OR	Albany	7158	1825 Pacific Blvd Se	97321	(541) 967-6107	Northwest Group, Inc.	Rajeev	Gupta
OR	Beaverton	7114	9450 Sw Beaverton Hillsdale Hw	97005	(503) 297-7044	Northwest Group, Inc.	Rajeev	Gupta
OR	Beaverton	7118	2920 Sw Cedar Hills Blvd	97005	(503) 627-0205	Northwest Group, Inc.	Rajeev	Gupta
OR	Bend	7172	805 Ne Third St	97701	(541) 330-1300	EBM Foods, Inc.	Miguel	Palos
OR	Corvallis	7147	550 Ne Circle Blvd	97330	(541) 757-3399	EBM Foods, Inc.	Miguel	Palos
OR	Cottage Grove	7174	1525 Gateway Blvd	97424	(541) 942-7010	EBM Foods, Inc.	Miguel	Palos
OR	Eugene	7153	1788 W 6th Ave	97402	(541) 343-1435	EBM Foods, Inc.	Miguel	Palos
OR	Eugene	7159	4384 Commerce St	97402	(541) 343-4114	EBM Foods, Inc.	Miguel	Palos
OR	Forest Grove	7170	3206 Pacific Ave	97116	(503) 359-5346	Northwest Group, Inc.	Rajeev	Gupta
OR	Grants Pass	7167	120 Hillcrest Dr	97526	(541) 474-7167	EBM Foods, Inc.	Miguel	Palos
OR	Gresham	7116	25678 Se Stark St	97030	(503) 674-8107	Northwest Group, Inc.	Rajeev	Gupta
OR	Gresham	7168	2196 Ne Burnside Rd	97030	(503) 492-4791	Northwest Group, Inc.	Rajeev	Gupta
OR	Happy Valley	7181	14667 Se Sunnyside Rd	97086	(503) 855-3360	Northwest Group, Inc.	Rajeev	Gupta
OR	Hermiston	7140	1305 N 1st St	97838	(541) 567-3671	FEAST Foods, LLC	Shayne	Stimpson
OR	Hillsboro	7120	1525 Se 21st Ave	97123	(503) 615-0957	Northwest Group, Inc.	Rajeev	Gupta
OR	Hillsboro	7129	7563 Se Tualatin Valley Hwy	97123	(503) 356-1796	Northwest Group, Inc.	Rajeev	Gupta
OR	Hillsboro	7150	21965 Nw Imbrie Dr	97124	(503) 693-8769	Northwest Group, Inc.	Rajeev	Gupta
OR	Klamath Falls	7171	3040 Washburn Wy	97603	(541) 885-7171	EBM Foods, Inc.	Miguel	Palos
OR	Lebanon	7178	2020 S Santiam Hwy	97355	(541) 258-7178	EBM Foods, Inc.	Miguel	Palos
OR	Mcminnville	7119	2565 Ne Highway 99w	97128	(503) 474-9717	Northwest Group, Inc.	Rajeev	Gupta
OR	Medford	7102	2002 N Pacific Hwy	97501	(541) 779-3208	EBM Foods, Inc.	Miguel	Palos
OR	Medford	7103	309 E Barnett Rd	97501	(541) 779-0506	EBM Foods, Inc.	Miguel	Palos
OR	Medford	7166	4150 S Pacific Hwy	97501	(541) 535-7822	EBM Foods, Inc.	Miguel	Palos
OR	Milwaukie	7123	14811 Se Mcloughlin Blvd	97267	(503) 353-9435	Northwest Group, Inc.	Rajeev	Gupta
OR	Newberg	7179	3101 E Portland Rd	97132	(503) 487-6682	Northwest Group, Inc.	Rajeev	Gupta
OR	Ontario	7107	1407 Sw 4th Ave	97914	(541) 889-8646	FEAST Foods, LLC	Shayne	Stimpson
OR	Oregon City	7132	19009 S Beavercreek Rd	97045	(503) 657-9868	Northwest Group, Inc.	Rajeev	Gupta
OR	Pendleton	7149	1904 Sw Court Pl	97801	(541) 278-7877	FEAST Foods, LLC	Shayne	Stimpson
OR	Portland	7105	921 S E Powell Blvd	97202	(503) 230-8930	Northwest Group, Inc.	Rajeev	Gupta
OR	Portland	7112	19110 Se Stark St	97233	(503) 667-5393	Northwest Group, Inc.	Rajeev	Gupta

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
OR	Portland	7121	4242 Se 82nd Ave	97266	(503) 772-1341	Northwest Group, Inc.	Rajeev	Gupta
OR	Portland	7122	500 Se 105th Ave	97216	(503) 408-1519	Northwest Group, Inc.	Rajeev	Gupta
OR	Portland	7124	7921 Martin Luther King Blvd	97211	(503) 285-7430	Northwest Group, Inc.	Rajeev	Gupta
OR	Portland	7126	2714 Ne 57th Ave	97213	(503) 282-8449	Northwest Group, Inc.	Rajeev	Gupta
OR	Portland	7143	10500 Se 82nd Ave	97086	(503) 775-6062	Northwest Group, Inc.	Rajeev	Gupta
OR	Portland	7157	12444 Ne Airport Way	97230	(503) 253-1437	Northwest Group, Inc.	Rajeev	Gupta
OR	Portland	7160	2260 Nw Wilson St	97210	(503) 224-2267	Northwest Group, Inc.	Rajeev	Gupta
OR	Redmond	7175	1830 N Highway 97	97756	(541) 504-4475	EBM Foods, Inc.	Miguel	Palos
OR	Roseburg	7135	1400 Ne Stephens St	97470	(541) 464-8025	EBM Foods, Inc.	Miguel	Palos
OR	Salem	7115	1940 Lancaster Dr Ne	97305	(503) 362-8850	Northwest Group, Inc.	Rajeev	Gupta
OR	Salem	7117	2801 Broadway St Ne	97303	(503) 585-4830	Northwest Group, Inc.	Rajeev	Gupta
OR	Salem	7136	4195 Portland Rd Ne	97301	(503) 363-3749	Northwest Group, Inc.	Rajeev	Gupta
OR	Salem	7144	2480 Mission St Se	97302	(503) 763-0393	Northwest Group, Inc.	Rajeev	Gupta
OR	Salem	7152	4770 Commercial St Se	97302	(503) 566-7240	Northwest Group, Inc.	Rajeev	Gupta
OR	Springfield	7133	4175 Main St	97478	(541) 736-3861	EBM Foods, Inc.	Miguel	Palos
OR	Springfield	7139	1805 Pioneer Pkwy E	97477	(541) 736-4934	EBM Foods, Inc.	Miguel	Palos
OR	Springfield	7145	3491 Hutton St	97477	(541) 736-8168	EBM Foods, Inc.	Miguel	Palos
OR	The Dalles	7177	1407 W 6th St	97058	(541) 296-4526	Northwest Group, Inc.	Rajeev	Gupta
OR	Tigard	7127	13090 Sw Pacific Hwy	97223	(503) 624-9594	Northwest Group, Inc.	Rajeev	Gupta
OR	Tualatin	7155	7700 Sw Nyberg St	97062	(503) 885-1389	Northwest Group, Inc.	Rajeev	Gupta
OR	White City	7182	2383 Ave A	97503	(541) 826-2010	EBM Foods, Inc.	Miguel	Palos
OR	Wood Village	7154	2602 Ne 238th Dr	97060	(503) 666-1282	Northwest Group, Inc.	Rajeev	Gupta
OR	Woodburn	7128	110 Arney Rd	97071	(503) 981-3338	Northwest Group, Inc.	Rajeev	Gupta
SC	Anderson	6419	4113 Clemson Blvd	29621	(864) 224-8983	Southeast Jack, Inc.	Waseem	Khan
SC	Easley	6421	6601 Calhoun Memorial Hwy	29640	(864) 306-8177	Southeast Jack, Inc.	Waseem	Khan
SC	Greenville	6404	1106 N Pleasantburg Dr	29607	(864) 609-0019	Southeast Jack, Inc.	Waseem	Khan
SC	Greenville	6413	1490 Poinsett Hwy	29609	(864) 467-0540	Southeast Jack, Inc.	Waseem	Khan
SC	Greenville	6417	1343 S Pleasantburg Dr	29605	(864) 422-1252	Southeast Jack, Inc.	Waseem	Khan
SC	Rock Hill	6401	895 Heckle Blvd	29730	(803) 366-3255	Southeast Jack, Inc.	Waseem	Khan
SC	Rock Hill	6403	1929 Springsteen Rd	29730	(803) 328-3600	Southeast Jack, Inc.	Waseem	Khan
SC	Simpsonville	6405	2609 Woodruff Rd	29681	(864) 297-0800	Southeast Jack, Inc.	Waseem	Khan
SC	Simpsonville	6418	695 Fairview Rd	29680	(864) 963-1841	Southeast Jack, Inc.	Waseem	Khan
SC	Spartanburg	6422	1500 Wo Ezell Blvd	29301	(864) 587-7100	Southeast Jack, Inc.	Waseem	Khan
TN	Clarksville	6923	40 Dover Crossing Rd	37042	(931) 648-4401	Trinity Restaurant Group West, LLC	Dino	Savant
TN	Franklin	6904	3000 Mallory Ln	37067	(615) 778-9575	Trinity Restaurant Group West, LLC	Dino	Savant
TN	Hermitage	6902	5656 Old Hickory Blvd	37076	(615) 883-5191	Trinity Restaurant Group West, LLC	Dino	Savant

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
TN	Lebanon	6927	509 S Cumberland St	37087	(615) 453-4767	Trinity Restaurant Group West, LLC	Dino	Savant
TN	Murfreesboro	6905	2397 Memorial Blvd	37129	(615) 849-1234	Trinity Restaurant Group West, LLC	Dino	Savant
TN	Murfreesboro	6913	2181 Old Fort Pkwy	37129	(615) 904-1803	Trinity Restaurant Group West, LLC	Dino	Savant
TN	Nashville	6900	3900 Dickerson Pike	37207	(615) 865-8099	Trinity Restaurant Group West, LLC	Dino	Savant
TN	Nashville	6903	2008 W End Ave	37203	(615) 329-8266	Trinity Restaurant Group West, LLC	Dino	Savant
TN	Nashville	6909	3133 Lebanon Pike	37214	(615) 874-4190	Trinity Restaurant Group West, LLC	Dino	Savant
TN	Nashville	6911	622 Mcgavock Pike	37214	(615) 232-9411	Trinity Restaurant Group West, LLC	Dino	Savant
TN	Nashville	6912	204 Largo Dr	37211	(615) 315-9206	Trinity Restaurant Group West, LLC	Dino	Savant
TN	Nashville	6919	5615 Charlotte Pike	37209	(615) 353-9032	Trinity Restaurant Group West, LLC	Dino	Savant
TN	Nashville	6922	1504 Hampton St	37207	(615) 228-1336	Trinity Restaurant Group West, LLC	Dino	Savant
TN	Nashville	6930	1000 Capital Funds Ct	37217	(615) 360-7766	Trinity Restaurant Group West, LLC	Dino	Savant
TX	Allen	3799	804 W Mcdermott Dr	75013	(972) 727-8327	MANNAT FOOD INC.	Mannu	Mehta
TX	Allen	4798	394 E Stacy Rd	75002	(214) 383-5660	MANNAT FOOD INC.	Mannu	Mehta
TX	Alvin	664	615 S Gordon St	77511	(281) 331-2311	MZK Enterprise, LLC	Srinivas	Vajupeyayajula
TX	Alvin	3928	2805 N Highway 35	77511	(281) 331-2505	MZK Enterprise, LLC	Srinivas	Vajupeyayajula
TX	Angleton	685	839 E Mulberry St	77515	(979) 849-0057	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Arlington	740	900 N Collins St	76011	(817) 274-0896	Odeh Premier - B Operational Enterprises, L.P.	Bassam	Odeh
TX	Arlington	777	521 N Watson Rd	76011	(817) 640-8552	Odeh Premier - C Operational Enterprises, L.P.	Bassam	Odeh
TX	Arlington	3715	3737 S Cooper St	76015	(817) 472-9462	Odeh Premier - C Operational Enterprises, L.P.	Bassam	Odeh
TX	Arlington	3718	5775 W Pleasant Ridge Rd	76016	(817) 483-5812	Odeh Premier - B Operational Enterprises, L.P.	Bassam	Odeh
TX	Arlington	3724	2880 E Pioneer Pkwy	76010	(817) 640-2145	Odeh Premier - B Operational Enterprises, L.P.	Bassam	Odeh
TX	Arlington	3734	753 W Lamar Blvd	76012	(817) 861-2888	Odeh Premier - B Operational Enterprises, L.P.	Bassam	Odeh
TX	Arlington	3738	1734 E Division St	76011	(817) 860-5842	Odeh Premier - B Operational Enterprises, L.P.	Bassam	Odeh
TX	Arlington	3750	5340 Matlock Rd	76018	(817) 467-6611	Ibrahim Investment Corporation	Umar	Ibrahim
TX	Arlington	3759	2401 Se Green Oaks Blvd	76018	(817) 375-3756	Ibrahim Investment Corporation	Umar	Ibrahim
TX	Arlington	3777	5920 S Cooper St	76017	(817) 557-8743	Ibrahim Investment Corporation	Umar	Ibrahim
TX	Arlington	3782	901 Interstate 20 E	76018	(817) 419-9402	Odeh Premier - C Operational Enterprises, L.P.	Bassam	Odeh
TX	Arlington	4746	4950 W Sublett Rd	76001	(817) 563-0087	Ibrahim Investment Corporation	Umar	Ibrahim
TX	Athens	3820	1398 E Tyler St	75751	(903) 670-3357	TriBox, LLC	Yasin	Choudry
TX	Austin	810	7901 Burnet Rd	78757	(512) 454-1555	RRH - Austin, LLC	Clyde	Rucker
TX	Austin	823	1801 W Ben White Blvd	78704	(512) 442-1697	RRH - Austin, LLC	Clyde	Rucker
TX	Austin	825	814 E Rundberg Ln	78753	(512) 837-1232	RRH - Austin, LLC	Clyde	Rucker
TX	Austin	840	110 E William Cannon St	78745	(512) 442-0099	RRH - Austin, LLC	Clyde	Rucker
TX	Austin	842	904 E Braker Ln	78753	(512) 835-7054	RRH - Austin, LLC	Clyde	Rucker
TX	Austin	843	9825 Burnet Rd	78758	(512) 832-9323	RRH - Austin, LLC	Clyde	Rucker
TX	Austin	845	1936 E Oltorf St	78741	(512) 462-2676	RRH - Austin, LLC	Clyde	Rucker

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
TX	Austin	848	8630 N Lamar Blvd	78753	(512) 834-8924	RRH - Austin, LLC	Clyde	Rucker
TX	Austin	865	6419 Airport Blvd	78752	(512) 452-9291	RRH - Austin, LLC	Clyde	Rucker
TX	Austin	867	6210 W William Cannon Dr	78749	(512) 899-1312	RRH - Austin, LLC	Clyde	Rucker
TX	Austin	869	1000 E 41st St Unit K	78751	(512) 458-6252	RRH - Austin, LLC	Clyde	Rucker
TX	Austin	904	6133 E Ben White Blvd	78741	(512) 389-0490	RRH - Austin, LLC	Clyde	Rucker
TX	Austin	905	8706 E Us Highway 290	78724	(512) 928-8969	RRH - Austin, LLC	Clyde	Rucker
TX	Austin	906	7404 Mcneil Dr	78729	(512) 219-1809	RRH - Austin, LLC	Clyde	Rucker
TX	Austin	907	1151 Airport Blvd	78702	(512) 928-8381	RRH - Austin, LLC	Clyde	Rucker
TX	Austin	912	6540 Ed Bluestein Blvd	78723	(512) 927-0330	RRH - Austin, LLC	Clyde	Rucker
TX	Austin	922	12309 Dessau Rd	78754	(512) 491-8200	RRH - Austin, LLC	Clyde	Rucker
TX	Austin	949	9300 S Ih 35 Ste A300 Bldg G	78748	(512) 291-1188	RRH - Austin, LLC	Clyde	Rucker
TX	Austin	4845	6800 Berkman Dr. Bldg. 1	78723	(512) 291-2210	RRH - Austin, LLC	Clyde	Rucker
TX	Azle	3832	509 Central Dr	76020	(817) 270-4465	RDSL, LLC	Rabindranath	Viswanath
TX	Bacliff	3656	4605 Highway 146	77518	(281) 339-6789	MZK Enterprise, LLC	Srinivas	Vajupeyayajula
TX	Balch Springs	4756	12325 Lake June Rd	75180	(972) 329-5990	Aslam Group LLC	Christopher	Aslam
TX	Bastrop	4812	1641 Highway 71 E	78602	(512) 308-9561	RRH - Austin, LLC	Clyde	Rucker
TX	Bay City	680	2804 7th St	77414	(979) 245-1872	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Baytown	654	2210 N Alexander Dr	77520	(281) 422-3224	TLG Restaurants, LLC	Opiah	Izu
TX	Baytown	3648	5107 East Fwy	77521	(281) 421-2259	TLG Restaurants, LLC	Opiah	Izu
TX	Baytown	3668	8832 N Highway 146	77523	(281) 383-7363	TLG Restaurants, LLC	Opiah	Izu
TX	Baytown	3936	3601 N Main St	77521	(281) 837-1046	TLG Restaurants, LLC	Opiah	Izu
TX	Baytown	4749	4234 Decker Dr	77520	(281) 424-2450	TLG Restaurants, LLC	Opiah	Izu
TX	Beaumont	3646	590 Washington Blvd	77705	(409) 832-4855	TLIG Restaurants, LLC	Opiah	Izu
TX	Beaumont	3647	5601 College St	77707	(409) 842-9480	TLIG Restaurants, LLC	Opiah	Izu
TX	Beaumont	3686	3885 Interstate 10 S	77705	(409) 842-3882	TLIG Restaurants, LLC	Opiah	Izu
TX	Beaumont	3978	7380 Highway 105	77713	(409) 898-1948	TLIG Restaurants, LLC	Opiah	Izu
TX	Beaumont	4776	1550 Interstate 10 E	77703	(409) 813-1641	TLIG Restaurants, LLC	Opiah	Izu
TX	Beaumont	4808	680 N 11th St	77702	(409) 832-6900	TLIG Restaurants, LLC	Opiah	Izu
TX	Bedford	3742	3355 Harwood Rd	76021	(817) 540-4933	RDSL, LLC	Rabindranath	Viswanath
TX	Benbrook	756	7901 Camp Bowie W Blvd	76116	(817) 244-0095	Indo Desert LLC	Steven	Myers
TX	Brenham	687	400 Highway 290 W	77833	(979) 836-2657	A 3 H Foods, LP	Mouhammad	Keshani
TX	Brookshire	3654	321 Fm 359 Rd S	77423	(281) 375-5224	Gulf Coast Jacks, Inc.	Umar	Ibrahim
TX	Brownsville	3664	916 N Expressway	78521	(956) 541-8511	A3H Foods II, LP	Angel	Pulido
TX	Brownsville	3674	5120 S Padre Island Hwy	78521	(956) 831-7199	A3H Foods II, LP	Angel	Pulido
TX	Brownsville	3676	3355 International Blvd	78521	(956) 544-5999	A3H Foods II, LP	Angel	Pulido
TX	Brownsville	3951	2150 Paredes Line Rd	78521	(956) 550-8994	A3H Foods II, LP	Angel	Pulido

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
TX	Buda	919	15320 S Intersate 35	78610	(512) 295-6786	RRH - Austin, LLC	Clyde	Rucker
TX	Carrollton	774	2666 Josey Ln	75007	(972) 245-2082	MANNAT FOOD INC.	Mannu	Mehta
TX	Carrollton	4784	2452 Luna Rd	75006	(972) 247-5181	TriBox, LLC	Yasin	Choudry
TX	Castle Hills	928	2299 Nw Military Hwy	78213	(210) 340-9084	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Cedar Creek	925	111 W State Highway 21	78612	(512) 308-0387	RRH - Austin, LLC	Clyde	Rucker
TX	Cedar Hill	3843	412 N Highway 67	75104	(972) 293-9727	R&R Business Ventures, Inc.	Umar	Ibrahim
TX	Channelview	670	514 Sheldon Rd	77530	(281) 452-2918	TLG Restaurants, LLC	Opiah	Izu
TX	Cleburne	766	603 W Henderson St	76033	(817) 202-0153	R&R Business Ventures, Inc.	Umar	Ibrahim
TX	Cleburne	3829	110 W Katherine P Rains Rd	76033	(817) 202-0145	R&R Business Ventures, Inc.	Umar	Ibrahim
TX	Cleveland	691	419 S Washington Ave	77327	(281) 592-9683	CNR QSR Holdings LP	Manuel	Colorado
TX	Clute	677	1041 W Plantation Dr	77531	(979) 265-5190	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Columbus	3945	2209 Highway 71 S	78934	(979) 732-5834	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Conroe	3905	3595 N Loop 336 E	77301	(936) 539-3814	A 3 H Foods, LP	Mouhammad	Keshani
TX	Conroe	3957	1300 League Line Rd	77301	(936) 890-2059	A 3 H Foods, LP	Mouhammad	Keshani
TX	Conroe	4713	9300 Highway 242	77385	(936) 271-3277	A 3 H Foods, LP	Mouhammad	Keshani
TX	Conroe	4810	1405 N Loop W 336	77304	(936) 441-5369	CNR QSR Holdings LP	Manuel	Colorado
TX	Coppell	3831	121 E State Highway 121	75019	(214) 488-3969	RDSL, LLC	Rabindranath	Viswanath
TX	Corinth	3768	7900 S Interstate 35 E	76210	(940) 321-0727	RDSL, LLC	Rabindranath	Viswanath
TX	Corpus Christi	4727	3155 S Padre Island Dr	78415	(361) 225-3746	A3H Foods II, LP	Angel	Pulido
TX	Corpus Christi	4728	1502 Airline Rd Ste 302	78412	(361) 980-8067	A3H Foods II, LP	Angel	Pulido
TX	Corpus Christi	4729	10602 Ih 37	78410	(361) 242-9818	A3H Foods II, LP	Angel	Pulido
TX	Corpus Christi	4751	1238 Waldron Rd	78418	(361) 939-9643	A3H Foods II, LP	Angel	Pulido
TX	Corpus Christi	4777	6505 Everhart Rd	78413	(361) 225-2938	A3H Foods II, LP	Angel	Pulido
TX	Corsicana	738	1739 W 7th Ave	75110	(903) 872-4488	Ibrahim Investment Corporation	Umar	Ibrahim
TX	Corsicana	3812	2001 E Highway 31	75109	(903) 872-5944	Ibrahim Investment Corporation	Umar	Ibrahim
TX	Crosby	3995	13902 Fm 2100 Rd	77532	(281) 462-2527	TLG Restaurants, LLC	Opiah	Izu
TX	Cross Roads	4835	11920 Us Hwy 380	76227	(940) 365-9848	RDSL, LLC	Rabindranath	Viswanath
TX	Crowley	4826	800 S Crowley Rd	76036	(817) 297-2230	Ibrahim Investment Corporation	Umar	Ibrahim
TX	Cypress	4813	17926 Spring Cypress Rd	77429	(281) 256-8992	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Cypress	4843	14054 Grant Road	77429	(281) 516-9630	A 3 H Foods, LP	Mouhammad	Keshani
TX	Cypress	4849	9310 Barker Cypress Rd	77433	(281) 855-9919	A 3 H Foods, LP	Mouhammad	Keshani
TX	Dallas	701	11404 Garland Rd	75218	(214) 327-8363	J&F and Sons, LLC	Christopher	Aslam
TX	Dallas	702	3811 Live Oak St	75204	(214) 826-2470	Aslam Group LLC	Christopher	Aslam
TX	Dallas	703	1020 W Davis St	75208	(214) 946-5020	Aslam Group LLC	Christopher	Aslam
TX	Dallas	704	4402 Maple Ave	75219	(214) 521-2560	TriBox, LLC	Yasin	Choudry
TX	Dallas	705	404 W Illinois Ave	75224	(214) 946-5019	Aslam Group LLC	Christopher	Aslam

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
TX	Dallas	713	3117 Inwood Rd	75235	(214) 358-3966	J&F and Sons, LLC	Christopher	Aslam
TX	Dallas	715	3195 Royal Ln	75229	(214) 351-5580	J&F and Sons, LLC	Christopher	Aslam
TX	Dallas	722	10107 Marsh Ln	75229	(214) 350-2632	Prime Foods, Inc.	Tanzeem	Rizvi
TX	Dallas	727	6308 Gaston Ave	75214	(214) 823-3881	TriBox, LLC	Yasin	Choudry
TX	Dallas	734	6355 E Mockingbird Ln	75214	(214) 826-7320	TriBox, LLC	Yasin	Choudry
TX	Dallas	744	3232 N Buckner Blvd	75228	(214) 328-5844	J&F and Sons, LLC	Christopher	Aslam
TX	Dallas	748	13555 Preston Rd	75240	(972) 239-2782	Tash Foods, LLC	Tanzeem	Rizvi
TX	Dallas	749	9661 Skillman St	75243	(214) 340-3321	Tash Foods, LLC	Tanzeem	Rizvi
TX	Dallas	783	4210 N Central Expy	75206	(214) 823-3650	TriBox, LLC	Yasin	Choudry
TX	Dallas	799	8227 Park Ln	75231	(214) 368-1849	Tash Foods, LLC	Tanzeem	Rizvi
TX	Dallas	3704	2720 W Northwest Hwy	75220	(214) 352-9049	Prime Foods, Inc.	Tanzeem	Rizvi
TX	Dallas	3733	18220 Dallas Pkwy	75287	(972) 732-0033	MANNAT FOOD INC.	Mannu	Mehta
TX	Dallas	3744	7940 Lbj Fwy	75251	(972) 404-8706	Aysha Foods, Inc.	Tariq	Ahmed
TX	Dallas	3757	2727 W Wheatland Rd	75237	(972) 780-9494	Ibrahim Investment Corporation	Umar	Ibrahim
TX	Dallas	3758	2405 Royal Ln	75229	(972) 406-1023	TriBox, LLC	Yasin	Choudry
TX	Dallas	3767	2204 W Northwest Hwy	75220	(214) 351-3104	TriBox, LLC	Yasin	Choudry
TX	Dallas	3780	2323 W Ledbetter Dr	75224	(214) 333-7606	Aslam Group LLC	Christopher	Aslam
TX	Dallas	3824	7410 Bonnie View Rd	75241	(972) 225-2656	TriBox, LLC	Yasin	Choudry
TX	Dallas	3837	4703 Greenville Ave	75206	(214) 378-9640	TriBox, LLC	Yasin	Choudry
TX	Dallas	3853	5025 S Lancaster Rd	75216	(214) 376-6722	TriBox, LLC	Yasin	Choudry
TX	Dallas	4748	1228 Robert B Cullum Blvd	75210	(214) 928-9194	Aslam Group LLC	Christopher	Aslam
TX	Dallas	4759	12330 Greenville Ave	75243	(214) 570-8691	Prime Foods, Inc.	Tanzeem	Rizvi
TX	Dallas	4779	110 E Camp Wisdom Rd	75241	(972) 228-5679	R&R Business Ventures, Inc.	Umar	Ibrahim
TX	Dallas	4806	721 S R L Thornton Fwy	75203	(214) 948-5505	TriBox, LLC	Yasin	Choudry
TX	Dallas	4820	190 Continental Ave	75207	(214) 760-9324	TriBox, LLC	Yasin	Choudry
TX	Dallas	4824	5336 Philip Ave	75223	(214) 823-2144	Aslam Group LLC	Christopher	Aslam
TX	Dallas	4834	6010 W Davis St.	75211	(214) 339-4834	Ibrahim Investment Corporation	Umar	Ibrahim
TX	Dayton	3964	208 E Highway 90	77535	(936) 257-8008	TLG Restaurants, LLC	Opiah	Izu
TX	De Soto	742	901 N Hampton Rd	75115	(972) 223-4444	Ibrahim Investment Corporation	Umar	Ibrahim
TX	Decatur	3753	900 S Highway 287	76234	(940) 627-7325	RDSL Enterprises, LLC	Rabindranath	Viswanath
TX	Del Rio	947	100 Braddie Dr	78840	(830) 768-3050	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Denison	768	1120 S Austin Ave	75020	(903) 465-4343	RDSL Enterprises, LLC	Rabindranath	Viswanath
TX	Denton	719	1408 W Hickory St	76201	(940) 387-8342	RDSL Enterprises, LLC	Rabindranath	Viswanath
TX	Denton	793	2200 S Interstate 35 E	76205	(940) 891-2620	RDSL, LLC	Rabindranath	Viswanath
TX	Denton	3776	328 W University Dr	76201	(940) 484-8068	RDSL, LLC	Rabindranath	Viswanath
TX	Denton	3835	104 S Loop 288	76209	(940) 566-6721	RDSL Enterprises, LLC	Rabindranath	Viswanath

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
TX	Dickinson	694	3815 Gulf Fwy	77539	(281) 337-2842	MZK Enterprise, LLC	Srinivas	Vajupeyayajula
TX	Duncanville	796	907 E Highway 67	75137	(972) 709-2757	Ibrahim Investment Corporation	Umar	Ibrahim
TX	Duncanville	4827	107 E Camp Wisdom Rd	75116	(972) 283-5664	Ibrahim Investment Corporation	Umar	Ibrahim
TX	Edinburg	3947	1602 W University Dr	78539	(956) 386-1832	A3H Foods II, LP	Angel	Pulido
TX	Edinburg	4700	102 E Monte Cristo Rd	78541	(956) 316-1558	A3H Foods II, LP	Angel	Pulido
TX	El Campo	3950	1721 S Mechanic St	77437	(979) 578-8981	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	El Paso	875	4160 N Mesa Dr	79902	(915) 545-2494	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
TX	El Paso	876	5519 W Alameda Ave	79905	(915) 772-5533	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
TX	El Paso	877	6700 Montana Ave	79925	(915) 778-5822	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
TX	El Paso	878	9004 Dyer St	79904	(915) 751-0581	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
TX	El Paso	880	5350 Montana Ave	79903	(915) 772-9863	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
TX	El Paso	882	1448 N Lee Trevino Dr	79936	(915) 590-0990	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
TX	El Paso	883	1115 McRae Blvd	79925	(915) 594-6608	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
TX	El Paso	885	8040 N Mesa St	79932	(915) 760-4995	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
TX	El Paso	886	12207 Montwood Dr	79938	(915) 856-0736	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
TX	El Paso	4804	655 Redd Rd	79912	(915) 760-4616	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
TX	El Paso	4833	1318a George Dieter Dr	79936	(915) 860-7922	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
TX	Elsa	3991	409 E Edinburg Ave	78543	(956) 262-8508	A3H Foods II, LP	Angel	Pulido
TX	Ennis	775	1102 E Ennis Ave	75119	(972) 875-8021	Ibrahim Investment Corporation	Umar	Ibrahim
TX	Euless	3841	206 N Main St	76039	(817) 685-6210	RDSL Enterprises, LLC	Rabindranath	Viswanath
TX	Euless	4707	3001 W Euless Blvd	76040	(817) 571-7501	RDSL, LLC	Rabindranath	Viswanath
TX	Fairfield	3763	691 W Us Highway 84	75840	(903) 389-2186	Ibrahim Investment Corporation	Umar	Ibrahim
TX	Farmers Branch	743	3206 Belt Line Rd	75234	(972) 243-7588	MANNAT FOOD INC.	Mannu	Mehta
TX	Ferris	4781	400 S Interstate Highway 45	75125	(972) 544-2375	R&R Business Ventures, Inc.	Umar	Ibrahim
TX	Forney	4783	769 E Us Highway 80	75126	(972) 552-5803	TriBox, LLC	Yasin	Choudry
TX	Fort Worth	751	3209 E Belknap St	76111	(817) 831-2404	RDSL, LLC	Rabindranath	Viswanath
TX	Fort Worth	759	2851 W Berry St	76109	(817) 921-2471	Indo Desert LLC	Steven	Myers
TX	Fort Worth	760	5031 E Lancaster Ave	76103	(817) 531-3780	RDSL Enterprises, LLC	Rabindranath	Viswanath
TX	Fort Worth	761	5930 Camp Bowie Blvd	76107	(817) 732-6881	Indo Desert LLC	Steven	Myers
TX	Fort Worth	779	217 University Dr	76107	(817) 332-3992	RDSL Enterprises, LLC	Rabindranath	Viswanath
TX	Fort Worth	3717	3459 Altamesa Blvd	76133	(817) 292-3398	Indo Desert LLC	Steven	Myers
TX	Fort Worth	3721	7065 Ridgmar Meadow Rd	76116	(817) 377-3721	RDSL, LLC	Rabindranath	Viswanath
TX	Fort Worth	3727	4610 S Hulen St	76132	(817) 292-5025	Indo Desert LLC	Steven	Myers
TX	Fort Worth	3770	14100 Trinity Blvd	76155	(817) 358-9517	Odeh Premier - C Operational Enterprises, L.P.	Bassam	Odeh
TX	Fort Worth	3834	1500 S University Dr	76107	(817) 877-0797	Indo Desert LLC	Steven	Myers
TX	Fort Worth	4730	8513 S Hulen St	76123	(817) 292-0236	Indo Desert LLC	Steven	Myers

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
TX	Fort Worth	4792	7351 Oakmont Blvd	76132	(817) 292-5476	RDSL, LLC	Rabindranath	Viswanath
TX	Freeport	3961	2101 N Brazosport Blvd	77541	(979) 233-1011	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Fresno	3958	12331 Highway 6	77545	(281) 431-3833	LBY Foods, LLC	Luis	Yzaguirre, Jr
TX	Friendswood	3670	101 E Parkwood Ave	77546	(281) 992-8035	MZK Enterprise, LLC	Srinivas	Vajupeyayajula
TX	Frisco	4796	9133 Legacy Dr	75034	(214) 436-5415	MANNAT FOOD INC.	Mannu	Mehta
TX	Ft Worth	4832	2916 E Berry St	76105	(817) 536-2616	Ibrahim Investment Corporation	Umar	Ibrahim
TX	Ft Worth	4868	9133 North Freeway Service Rd	76177	(817) 306-3630	RDSL, LLC	Rabindranath	Viswanath
TX	Ft. Worth	4858	2220 Jacksboro Hwy	76106	(817) 378-0511	RDSL, LLC	Rabindranath	Viswanath
TX	Gainesville	741	219 N Grand Ave	76240	(940) 665-2911	RDSL Enterprises, LLC	Rabindranath	Viswanath
TX	Galveston	645	2300 61st St	77551	(409) 744-3521	MZK Enterprise, LLC	Srinivas	Vajupeyayajula
TX	Galveston	653	920 Seawall Blvd	77550	(409) 763-4121	MZK Enterprise, LLC	Srinivas	Vajupeyayajula
TX	Galveston	4840	5028 Broadway	77551	(409) 740-7222	MZKV Enterprise, LLC	Srinivas	Vajupeyayajula
TX	Garland	711	335 S Garland Ave	75040	(972) 276-7643	Yadarr, Inc.	Manuel	Arruda
TX	Garland	716	3101 S 1st St	75041	(972) 278-0412	Prime Foods, Inc.	Tanzeem	Rizvi
TX	Garland	767	3480 Arapaho Rd	75044	(972) 530-6265	MANNAT FOOD INC.	Mannu	Mehta
TX	Garland	785	1001 W Centerville Rd	75041	(972) 681-5141	Yadarr, Inc.	Manuel	Arruda
TX	Garland	791	1382 Belt Line Rd	75040	(972) 530-3831	Tash Foods, LLC	Tanzeem	Rizvi
TX	Garland	3771	4015 Bobtown Rd	75043	(972) 303-4304	TriBox, LLC	Yasin	Choudry
TX	Georgetown	874	1001 Leander Rd	78628	(512) 864-2951	RRH - Austin, LLC	Clyde	Rucker
TX	Georgetown	4786	710 W University Ave	78626	(512) 863-5725	RRH - Austin, LLC	Clyde	Rucker
TX	Gilmer	3854	516 N Wood St	75644	(903) 843-2665	East Box, LLC	Christopher	Aslam
TX	Glenn Heights	3775	1703 S Beckley Rd	75154	(972) 274-3417	Ibrahim Investment Corporation	Umar	Ibrahim
TX	Granbury	3815	1010 Morgan St	76048	(817) 573-8093	R&R Business Ventures, Inc.	Umar	Ibrahim
TX	Grand Prairie	746	2514 S Belt Line Rd	75052	(972) 264-3177	Odeh Premier - C Operational Enterprises, L.P.	Bassam	Odeh
TX	Grand Prairie	763	101 E Main St	75050	(972) 262-2396	Bassam Odeh, Inc.	Bassam	Odeh
TX	Grand Prairie	3737	2085 N Highway 360	75050	(817) 640-1251	Odeh Premier - C Operational Enterprises, L.P.	Bassam	Odeh
TX	Grand Prairie	3746	4004 S Belt Line Rd	75052	(972) 642-3330	Ibrahim Investment Corporation	Umar	Ibrahim
TX	Grapevine	3730	1290 William D Tate Ave	76051	(817) 481-6493	RDSL Enterprises, LLC	Rabindranath	Viswanath
TX	Grapevine	3798	3500 Grapevine Mills Pkwy #200	76051	(972) 355-7508	RDSL, LLC	Rabindranath	Viswanath
TX	Greenville	772	6403 Wesley St	75402	(903) 454-1616	TriBox, LLC	Yasin	Choudry
TX	Gun Barrel City	3789	1380 W Main St	75156	(903) 887-3131	TriBox, LLC	Yasin	Choudry
TX	Haltom City	3719	5200 E Belknap St	76117	(817) 831-8378	RDSL, LLC	Rabindranath	Viswanath
TX	Harlingen	3653	322 S 77 Sunshine Strip	78550	(956) 412-3964	A3H Foods II, LP	Angel	Pulido
TX	Harlingen	3659	1406 W Tyler Ave	78550	(956) 412-6322	A3H Foods II, LP	Angel	Pulido
TX	Harlingen	3948	4714 S Expressway 83	78552	(956) 365-3500	A3H Foods II, LP	Angel	Pulido
TX	Hempstead	3959	1925 Fm 1488 Rd	77445	(979) 921-0695	A 3 H Foods, LP	Mouhammad	Keshani

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
TX	Hidalgo	3975	520 S International Blvd	78557	(956) 843-2203	A3H Foods II, LP	Angel	Pulido
TX	Highlands	3935	302 N Main St Ste 3	77562	(281) 843-6622	TLG Restaurants, LLC	Opiah	Izu
TX	Hitchcock	3943	7728 Highway 6	77563	(409) 986-4443	MZK Enterprise, LLC	Srinivas	Vajupeyayajula
TX	Houston	606	2001 N Shepherd Dr	77008	(713) 864-7455	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	609	9302 Jensen Dr	77093	(713) 692-3013	CNR QSR Holdings LP	Manuel	Colorado
TX	Houston	618	8410 Hillcroft St	77096	(713) 271-4438	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	620	5410 N Shepherd Dr	77091	(713) 694-7394	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	621	4403 Fannin St	77004	(713) 527-9065	A 3 H Foods, LP	Mouhammad	Keshani
TX	Houston	624	5801 Bellaire Blvd	77081	(713) 661-9296	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	625	9424 Homestead Rd	77016	(713) 631-7370	CNR QSR Holdings LP	Manuel	Colorado
TX	Houston	627	3908 Bellaire Blvd	77025	(713) 664-6919	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	630	1419 Gessner Dr	77080	(713) 464-9773	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	631	909 Shepherd Dr	77007	(713) 861-0335	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	632	7221 Fondren Rd	77036	(713) 271-4439	A 3 H Foods, LP	Mouhammad	Keshani
TX	Houston	633	1395 Federal Rd	77015	(713) 455-1818	TLG Restaurants, LLC	Opiah	Izu
TX	Houston	637	9645 Westheimer Rd	77063	(713) 784-8946	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	658	7502 N Shepherd Dr	77088	(713) 694-3248	A 3 H Foods, LP	Mouhammad	Keshani
TX	Houston	663	3907 Aldine Mail Rd	77039	(281) 442-2477	CNR QSR Holdings LP	Manuel	Colorado
TX	Houston	665	9602 Mesa Dr	77078	(713) 633-3584	CNR QSR Holdings LP	Manuel	Colorado
TX	Houston	666	11234 Airline Dr	77037	(281) 448-6939	CNR QSR Holdings LP	Manuel	Colorado
TX	Houston	667	10004 Telephone Rd	77075	(713) 991-2597	TLG Restaurants, LLC	Opiah	Izu
TX	Houston	669	10806 Bissonnet St	77099	(281) 498-4114	Gulf Coast Jacks, Inc.	Umar	Ibrahim
TX	Houston	672	8767 S Main St	77025	(713) 661-5665	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	673	13706 State Highway 249	77086	(281) 447-6343	A 3 H Foods, LP	Mouhammad	Keshani
TX	Houston	674	5316 Antoine Dr	77091	(713) 686-3801	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	686	3402 Mangum Rd	77092	(713) 681-9650	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	689	251 Greens Rd	77060	(281) 876-2714	A 3 H Foods, LP	Mouhammad	Keshani
TX	Houston	692	11910 Westheimer Rd	77077	(281) 496-3380	Gulf Coast Jacks, Inc.	Umar	Ibrahim
TX	Houston	695	14521 Bellaire Blvd	77083	(281) 530-8821	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	697	14555 Falling Creek Dr	77014	(281) 444-6774	A 3 H Foods, LP	Mouhammad	Keshani
TX	Houston	3600	11630 Hempstead Hwy	77092	(713) 686-6103	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	3602	14754 Wallisville Rd	77049	(713) 453-0325	TLG Restaurants, LLC	Opiah	Izu
TX	Houston	3606	5757 Hollister St	77040	(713) 690-2329	A 3 H Foods, LP	Mouhammad	Keshani
TX	Houston	3613	4232 Highway 6 N	77084	(281) 550-8135	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	3616	2420 Bay Area Blvd	77058	(281) 286-8107	MZK Enterprise, LLC	Srinivas	Vajupeyayajula
TX	Houston	3617	9429 Jones Rd	77065	(281) 469-6856	A 3 H Foods, LP	Mouhammad	Keshani

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
TX	Houston	3619	3220 Montrose Blvd	77006	(713) 520-0634	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	3625	2801 Hillcroft Ave	77057	(713) 783-4977	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	3626	14643 Woodforest Blvd	77015	(713) 451-8102	TLG Restaurants, LLC	Opiah	Izu
TX	Houston	3629	3302 Richmond Ave	77098	(713) 522-7890	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	3630	12235 Jones Rd	77070	(281) 894-7331	A 3 H Foods, LP	Mouhammad	Keshani
TX	Houston	3634	4920 W Bellfort St	77035	(713) 728-5856	LBY Foods, LLC	Luis	Yzaguirre, Jr
TX	Houston	3636	19602 Tomball Pkwy	77070	(281) 955-1642	CNR QSR Holdings LP	Manuel	Colorado
TX	Houston	3638	3110 W Dallas St	77019	(713) 942-9524	A 3 H Foods, LP	Mouhammad	Keshani
TX	Houston	3639	10901 Bellaire Blvd	77072	(281) 498-1352	Gulf Coast Jacks, Inc.	Umar	Ibrahim
TX	Houston	3643	8603 Fm 1960 Rd W	77070	(281) 955-0830	A 3 H Foods, LP	Mouhammad	Keshani
TX	Houston	3644	6006 Hillcroft Ave	77081	(713) 271-7117	A 3 H Foods, LP	Mouhammad	Keshani
TX	Houston	3652	901 Dairy Ashford Rd	77079	(281) 752-8616	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	3665	2901 Airline Dr	77009	(713) 862-6643	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	3669	14540 Westheimer	77077	(281) 496-4783	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	3675	7699 Katy Fwy	77024	(713) 956-5777	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	3683	2277 W Sam Houston Pkwy N	77043	(713) 827-7618	A 3 H Foods, LP	Mouhammad	Keshani
TX	Houston	3691	10742 Veterans Memorial Dr	77038	(281) 999-1555	A 3 H Foods, LP	Mouhammad	Keshani
TX	Houston	3695	12777 East Fwy	77015	(713) 450-2403	TLG Restaurants, LLC	Opiah	Izu
TX	Houston	3698	8111 Airport Blvd	77061	(713) 242-0896	TLG Restaurants, LLC	Opiah	Izu
TX	Houston	3699	1217 Wayside Dr	77011	(713) 928-6095	TLG Restaurants, LLC	Opiah	Izu
TX	Houston	3909	10454 Richmond Ave	77042	(832) 251-9317	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	3915	11912 Galveston Rd Ste A	77034	(281) 484-7985	MZK Enterprise, LLC	Srinivas	Vajupeyayajula
TX	Houston	3927	12446 Fm 1960 Rd W	77065	(281) 897-9293	A 3 H Foods, LP	Mouhammad	Keshani
TX	Houston	3931	5656 N Eldridge Pkwy	77041	(713) 849-2076	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	3939	1765 W Mt Houston Rd	77038	(281) 445-3911	A 3 H Foods, LP	Mouhammad	Keshani
TX	Houston	3940	6325 Barker Cypress Rd	77084	(832) 593-0882	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	3960	10450 Huffmeister Rd	77065	(281) 970-0992	A 3 H Foods, LP	Mouhammad	Keshani
TX	Houston	3967	8055 N Sam Houston Pkwy W	77064	(281) 894-2638	A 3 H Foods, LP	Mouhammad	Keshani
TX	Houston	3972	1812 Ella Blvd	77008	(713) 863-7495	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	3973	12102 Veterans Memorial Dr	77067	(281) 893-0102	CNR QSR Holdings LP	Manuel	Colorado
TX	Houston	3979	739 N Sam Houston Pkwy E	77060	(281) 405-8140	A 3 H Foods, LP	Mouhammad	Keshani
TX	Houston	3990	12680 Beechnut St	77072	(281) 933-0064	Gulf Coast Jacks, Inc.	Umar	Ibrahim
TX	Houston	3999	8923 E Sam Houston Pkwy N	77044	(281) 459-9949	TLG Restaurants, LLC	Opiah	Izu
TX	Houston	4701	11833 Barker Cypress Rd	77433	(281) 256-6241	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	4722	5248 Allum Rd	77045	(713) 721-7808	LBY Foods, LLC	Luis	Yzaguirre, Jr
TX	Houston	4736	14220 Cullen Blvd	77047	(713) 738-8830	LBY Foods, LLC	Luis	Yzaguirre, Jr

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
TX	Houston	4737	13351 Briar Forest Dr	77077	(281) 920-0983	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	4766	7533 Harrisburg Blvd	77012	(713) 928-8942	LBY Foods, LLC	Luis	Yzaguirre, Jr
TX	Houston	4767	3415 Navigation Blvd	77003	(713) 224-5006	A 3 H Foods, LP	Mouhammad	Keshani
TX	Houston	4801	8497 S Sam Houston Pkwy E	77075	(713) 987-9111	TLG Restaurants, LLC	Opiah	Izu
TX	Houston	4803	6810 Bingle Rd	77092	(713) 690-1210	A 3 H Foods, LP	Mouhammad	Keshani
TX	Houston	4829	9370 W Sam Houston Pkwy S #g	77099	(281) 561-5052	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Houston	4831	647 Rankin Rd	77073	(281) 209-2268	CNR QSR Holdings LP	Manuel	Colorado
TX	Houston	4836	13602 S. Post Oak	77045	(713) 723-3643	Gulf Coast Jacks, Inc.	Umar	Ibrahim
TX	Houston	4839	5415 S Rice Ave	77081	(713) 667-7803	LBY Foods, LLC	Luis	Yzaguirre, Jr
TX	Humble	3688	7019 N Sam Houston Pkwy E	77396	(281) 441-3704	A 3 H Foods, LP	Mouhammad	Keshani
TX	Humble	3692	7417 Fm 1960 Rd E	77346	(281) 812-4830	CNR QSR Holdings LP	Manuel	Colorado
TX	Humble	3920	21510 Aldine Westfield Rd	77338	(281) 443-3562	A 3 H Foods, LP	Mouhammad	Keshani
TX	Humble	3981	7101 Will Clayton Pkwy	77338	(281) 540-1578	A 3 H Foods, LP	Mouhammad	Keshani
TX	Humble	4775	18 Wilson Rd	77338	(281) 446-2398	A 3 H Foods, LP	Mouhammad	Keshani
TX	Huntsville	678	2251 Sam Houston Ave	77340	(936) 295-5821	A 3 H Foods, LP	Mouhammad	Keshani
TX	Huntsville	4702	3005 State Highway 30 W	77340	(936) 435-0588	A 3 H Foods, LP	Mouhammad	Keshani
TX	Hurst	3700	8601 W Bedford Euless Rd	76053	(817) 284-8614	RDSL, LLC	Rabindranath	Viswanath
TX	Hutchins	3784	121 S Interstate 45 Service Rd	75141	(972) 225-3480	TriBox, LLC	Yasin	Choudry
TX	Irving	721	2952 N Belt Line Rd	75062	(972) 252-5011	Bassam Odeh, Inc.	Bassam	Odeh
TX	Irving	725	502 N O Connor Rd	75061	(972) 254-6504	Bassam Odeh, Inc.	Bassam	Odeh
TX	Irving	787	925 N Loop 12	75061	(972) 579-9439	Prime Foods, Inc.	Tanzeem	Rizvi
TX	Irving	3716	4206 W Airport Fwy	75062	(972) 986-4250	Odeh Premier - B Operational Enterprises, L.P.	Bassam	Odeh
TX	Irving	3748	5340 Macarthur Blvd	75038	(972) 751-1646	TriBox, LLC	Yasin	Choudry
TX	Irving	4711	8655 Cypress Waters Blvd	75063	(972) 556-2588	RDSL Enterprises, LLC	Rabindranath	Viswanath
TX	Irving	4782	2500 W Irving Blvd	75061	(972) 986-7850	Odeh Premier - A Operational Enterprises, L.P.	Bassam	Odeh
TX	Jasper	4807	1007 S Wheeler St	75951	(409) 384-5611	TLIG Restaurants, LLC	Opiah	Izu
TX	Katy	3603	903 S Mason Rd	77450	(281) 579-6958	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Katy	3938	1480 S Grand Pkwy	77494	(281) 693-4404	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Katy	3941	25105 Market Place Dr	77494	(281) 644-4330	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Katy	3993	20350 Park Row Blvd	77449	(281) 492-8693	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Kaufman	4732	1904 S Washington St	75142	(972) 932-3495	TriBox, LLC	Yasin	Choudry
TX	Keller	3793	103 N Main St	76248	(817) 431-5225	RDSL, LLC	Rabindranath	Viswanath
TX	Kerrville	851	500 Sidney Baker St	78028	(830) 257-2888	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Killeen	4847	325 37th St Bldg 325	76544	(254) 285-2017	Freedom Food Management Group LLC	Chad	Kenyon
TX	Kingwood	3631	2308 Northpark Dr	77339	(281) 359-5225	CNR QSR Holdings LP	Manuel	Colorado
TX	Kyle	4761	5061 Kyle Center Dr	78640	(512) 268-7106	RRH - Austin, LLC	Clyde	Rucker

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
TX	La Marque	671	4308 Texas Ave	77568	(409) 935-2252	MZK Enterprise, LLC	Srinivas	Vajupeyayajula
TX	La Porte	4733	9629 W Fairmont Pkwy	77571	(281) 542-9730	LBY Foods, LLC	Luis	Yzaguirre, Jr
TX	Lake Jackson	3934	165 Oyster Creek Dr	77566	(979) 297-6468	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Lake Worth	797	6352 Lake Worth Blvd	76135	(817) 237-1062	Indo Desert LLC	Steven	Myers
TX	Lancaster	4750	1448 W Pleasant Run Rd	75146	(972) 227-2243	Ibrahim Investment Corporation	Umar	Ibrahim
TX	Laredo	946	5002 Saunders St	78041	(956) 723-3675	A3H Foods II, LP	Angel	Pulido
TX	Laredo	3662	5106 Mcpherson Ave	78041	(956) 717-1881	A3H Foods II, LP	Angel	Pulido
TX	Laredo	3673	2612 Cortez St	78043	(956) 712-9116	A3H Foods II, LP	Angel	Pulido
TX	Laredo	3677	3501 San Dario Ave	78041	(956) 725-6616	A3H Foods II, LP	Angel	Pulido
TX	Laredo	3922	7101 San Dario Ave	78045	(956) 726-8187	A3H Foods II, LP	Angel	Pulido
TX	Laredo	3983	4502 S Zapata Hwy	78046	(956) 724-2793	A3H Foods II, LP	Angel	Pulido
TX	League City	3666	1908 E Main St	77573	(281) 338-9328	MZK Enterprise, LLC	Srinivas	Vajupeyayajula
TX	League City	4793	1665 W Fm 646 Rd	77573	(281) 534-1079	MZK Enterprise, LLC	Srinivas	Vajupeyayajula
TX	Lewisville	795	1563 W Main St	75067	(214) 222-7850	RDSL, LLC	Rabindranath	Viswanath
TX	Lewisville	3845	732 Hebron Pkwy	75057	(972) 459-9323	RDSL Enterprises, LLC	Rabindranath	Viswanath
TX	Liberty	3910	2320 N Main St	77575	(936) 336-1009	TLG Restaurants, LLC	Opiah	Izu
TX	Little Elm	4837	2063 FM 423	75068	(469) 731-5890	MANNAT FOOD INC.	Mannu	Mehta
TX	Livingston	3977	313 E Church St	77351	(936) 327-8225	CNR QSR Holdings LP	Manuel	Colorado
TX	Longview	3810	490 E Loop 281	75605	(903) 758-0193	East Box, LLC	Christopher	Aslam
TX	Magnolia	3949	6734 Fm 1488 Rd	77354	(281) 252-3596	A 3 H Foods, LP	Mouhammad	Keshani
TX	Magnolia	3987	17607 Fm 1488 Rd	77354	(281) 259-3965	CNR QSR Holdings LP	Manuel	Colorado
TX	Mansfield	3760	1782 Highway 157 N	76063	(817) 453-0313	Ibrahim Investment Corporation	Umar	Ibrahim
TX	Mcallen	3658	1601 S 23rd St	78503	(956) 618-2234	A3H Foods II, LP	Angel	Pulido
TX	Mcallen	3660	909 Pecan Blvd	78501	(956) 682-7229	A3H Foods II, LP	Angel	Pulido
TX	Mcallen	3661	151 W Nolana St	78504	(956) 687-6909	A3H Foods II, LP	Angel	Pulido
TX	Mcallen	3953	3701 Pecan Blvd	78501	(956) 687-3205	A3H Foods II, LP	Angel	Pulido
TX	Mcallen	3971	2900 W Nolana Loop	78504	(956) 688-6538	A3H Foods II, LP	Angel	Pulido
TX	Mcallen	3988	7500 N 10th St	78504	(956) 631-4851	A3H Foods II, LP	Angel	Pulido
TX	Mckinney	778	1825 W University Dr	75069	(972) 562-5625	MANNAT FOOD INC.	Mannu	Mehta
TX	Mckinney	4794	1516 S Tennessee St	75069	(214) 973-5727	Aslam Group LLC	Christopher	Aslam
TX	Mesquite	728	311 S Galloway Ave	75149	(972) 285-5889	J&F and Sons, LLC	Christopher	Aslam
TX	Mesquite	750	2001 N Town East Blvd	75150	(972) 681-1011	TriBox, LLC	Yasin	Choudry
TX	Mesquite	3736	1150 Us Highway 67	75150	(972) 613-6875	Tash Foods, LLC	Tanzeem	Rizvi
TX	Midland	4743	5205 W Wadley Ave	79707	(432) 694-0500	RRH - Austin, LLC	Clyde	Rucker
TX	Midland	4795	2208 Rankin Hwy	79701	(432) 684-8900	RRH - Austin, LLC	Clyde	Rucker
TX	Midlothian	3792	1110 E Main St	76065	(972) 723-1285	R&R Business Ventures, Inc.	Umar	Ibrahim

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
TX	Mineral Wells	764	2008 E Hubbard St	76067	(940) 325-5561	RDSL, LLC	Rabindranath	Viswanath
TX	Mission	3655	1401 E Expressway 83	78572	(956) 584-1728	A3H Foods II, LP	Angel	Pulido
TX	Missouri City	3624	6151 Highway 6	77459	(281) 499-9443	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Montgomery	3937	14640 Highway 105 W	77356	(936) 447-6300	A 3 H Foods, LP	Mouhammad	Keshani
TX	Murphy	4739	106 W Fm 544	75094	(972) 881-1319	ASIM DEVELOPMENT CORPORATION	Tariq	Ahmed
TX	New Braunfels	827	1260 S Seguin Ave	78130	(830) 608-0240	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	New Braunfels	4811	3211 Commercial Circle	78130	(830) 626-0076	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	New Caney	3682	20130 Us Highway 59	77357	(281) 399-8988	A 3 H Foods, LP	Mouhammad	Keshani
TX	North Richland Hills	755	6501 Grapevine Hwy	76180	(817) 284-1301	RDSL Enterprises, LLC	Rabindranath	Viswanath
TX	North Richland Hills	4788	8416 Davis Blvd	76180	(817) 656-6070	RDSL, LLC	Rabindranath	Viswanath
TX	Odessa	4742	3911 E 42nd St	79762	(432) 368-5000	RRH - Austin, LLC	Clyde	Rucker
TX	Odessa	4799	2672 N County Rd W	79763	(432) 335-8700	RRH - Austin, LLC	Clyde	Rucker
TX	Orange	3919	2900 N 16th St	77630	(409) 883-2661	TLIG Restaurants, LLC	Opiah	Izu
TX	Palestine	3819	2207 W Oak St	75801	(903) 723-6233	TriBox, LLC	Yasin	Choudry
TX	Palmhurst	4716	223 E Mile 3 Rd	78573	(956) 580-8951	A3H Foods II, LP	Angel	Pulido
TX	Palmview	3679	3701 W Expressway 83	78572	(956) 519-7807	A3H Foods II, LP	Angel	Pulido
TX	Paris	3850	3110 Ne Loop 286	75460	(903) 784-5119	East Box, LLC	Christopher	Aslam
TX	Pasadena	4725	2103 E Sam Houston Pkwy S	77503	(713) 589-0337	TLG Restaurants, LLC	Opiah	Izu
TX	Pearland	3907	2702 Reid Blvd	77581	(281) 485-6669	LBY Foods, LLC	Luis	Yzaguirre, Jr
TX	Pearland	3929	1521 Broadway St	77581	(281) 993-0078	LBY Foods, LLC	Luis	Yzaguirre, Jr
TX	Pearland	3974	3426 Main St,Ste 102	77581	(281) 485-4840	LBY Foods, LLC	Luis	Yzaguirre, Jr
TX	Pearland	4825	15750 South Fwy	77584	(281) 824-2306	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Pflugerville	864	14910 Fm 1825	78660	(512) 251-2576	RRH - Austin, LLC	Clyde	Rucker
TX	Pflugerville	4760	1700 Fm 685	78660	(512) 252-7834	RRH - Austin, LLC	Clyde	Rucker
TX	Pharr	3954	703 S Jackson Rd	78577	(956) 782-4500	A3H Foods II, LP	Angel	Pulido
TX	Pharr	3984	6521 S Cage Blvd	78577	(956) 702-2896	A3H Foods II, LP	Angel	Pulido
TX	Plano	784	201 W Parker Rd	75023	(972) 423-0524	MANNAT FOOD INC.	Mannu	Mehta
TX	Plano	3729	1405 N Central Expy	75075	(972) 881-2853	MANNAT FOOD INC.	Mannu	Mehta
TX	Plano	3762	1205 Jupiter Rd	75074	(972) 423-0826	Tash Foods, LLC	Tanzeem	Rizvi
TX	Plano	3778	905 Legacy Dr	75023	(972) 527-7367	MANNAT FOOD INC.	Mannu	Mehta
TX	Plano	3836	5960 Dallas Pkwy	75093	(972) 473-7618	MANNAT FOOD INC.	Mannu	Mehta
TX	Plano	4864	1101 Preston Rd	75093	(972) 992-4949	Prime Foods, Inc.	Tanzeem	Rizvi
TX	Port Arthur	647	4001 Twin City Hwy	77642	(409) 962-0333	TLIG Restaurants, LLC	Opiah	Izu
TX	Port Arthur	3671	2840 Highway 365	77640	(409) 722-3022	TLIG Restaurants, LLC	Opiah	Izu
TX	Port Arthur	4797	4640 Highway 365	77642	(409) 724-1644	TLIG Restaurants, LLC	Opiah	Izu
TX	Port Neches	3965	706 Magnolia Ave	77651	(409) 727-2887	TLIG Restaurants, LLC	Opiah	Izu

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
TX	Porter	3946	23183 Fm 1314 Rd	77365	(281) 354-4087	A3 H Foods, LP	Mouhammad	Keshani
TX	Princeton	4744	200 E Princeton Dr	75407	(972) 736-3262	MANNAT FOOD INC.	Mannu	Mehta
TX	Richardson	745	1350 S Plano Rd	75081	(972) 234-8844	MANNAT FOOD INC.	Mannu	Mehta
TX	Richardson	3838	2230 N Coit Rd	75080	(972) 907-2260	MANNAT FOOD INC.	Mannu	Mehta
TX	Richardson	4818	510 W Arapaho Rd	75080	(972) 807-9264	MANNAT FOOD INC.	Mannu	Mehta
TX	Richmond	4734	8102 Fm 1464 Rd	77407	(281) 242-5684	Gulf Coast Jacks, Inc.	Umar	Ibrahim
TX	Richmond	4755	1418 Crabb River Rd	77469	(281) 545-1609	Gulf Coast Jacks, Inc.	Umar	Ibrahim
TX	Richmond	4817	7975 W Grand Pkwy S Ste 100	77407	(281) 232-7225	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Rio Grande City	3968	4600 E Us Highway 83	78582	(956) 488-2126	A3H Foods II, LP	Angel	Pulido
TX	Rockwall	3725	2808 Ridge Rd	75032	(972) 771-4988	TriBox, LLC	Yasin	Choudry
TX	Roma	3932	201 E Grant St	78584	(956) 847-1905	A3H Foods II, LP	Angel	Pulido
TX	Rosenberg	660	5004 Avenue H	77471	(281) 342-7707	Gulf Coast Jacks, Inc.	Umar	Ibrahim
TX	Rosenberg	3641	3317 1st St	77471	(281) 341-1686	Gulf Coast Jacks, Inc.	Umar	Ibrahim
TX	Round Rock	839	2120 S Interstate 35	78681	(512) 388-2409	RRH - Austin, LLC	Clyde	Rucker
TX	Round Rock	910	1121 E Palm Valley Blvd	78664	(512) 341-8707	RRH - Austin, LLC	Clyde	Rucker
TX	Round Rock	911	16330 R R 620	78681	(512) 733-6330	RRH - Austin, LLC	Clyde	Rucker
TX	Round Rock	917	3760 Gattis School Rd	78664	(512) 828-0380	RRH - Austin, LLC	Clyde	Rucker
TX	Rowlett	3756	5410 Rowlett Rd	75089	(972) 475-6881	Man Arr, Inc.	Manuel	Arruda
TX	Royse City	3795	100 E Interstate 30	75189	(972) 635-2455	TriBox, LLC	Yasin	Choudry
TX	San Antonio	805	303 San Pedro Ave	78212	(210) 223-5954	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	806	742 Sw Military Dr	78221	(210) 924-2151	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	807	3315 San Pedro Ave	78212	(210) 734-8446	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	808	5423 Evers Rd	78238	(210) 419-1970	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	809	4319 Vance Jackson Rd	78230	(210) 342-8555	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	814	502 N New Braunfels Ave	78202	(210) 226-6875	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	817	6811 W Military Dr	78227	(210) 674-4647	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	819	7206 Blanco Rd	78216	(210) 344-4453	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	822	1331 Sw Loop 410	78227	(210) 674-5750	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	829	118 N General Mcmullen Dr	78237	(210) 432-6624	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	833	6811 Bandera Rd	78238	(210) 680-0762	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	834	5398 Walzem Rd	78218	(210) 656-4783	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	847	5311 Rigsby Ave	78222	(210) 337-0847	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	853	2465 Babcock Rd	78229	(210) 615-7328	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	854	4626 Fredericksburg Rd	78201	(210) 734-8945	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	855	9330 Wurzbach Rd	78240	(210) 593-0420	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	856	1619 Bandera Rd	78228	(210) 433-9714	San-Tex Restaurants, Inc.	Atour	Eyvazian

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
TX	San Antonio	857	2209 Sw Military Dr	78224	(210) 923-3115	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	858	1818 N Foster Rd	78244	(210) 666-4140	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	859	11615 N IH 35	78233	(210) 967-9255	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	868	7720 Fm 78	78244	(210) 666-6979	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	870	15037 Nacogdoches Rd	78247	(210) 655-7991	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	871	10683 Huebner Rd Ste 101	78240	(210) 877-1219	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	900	5850 Culebra Rd	78228	(210) 432-0474	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	903	3706 S Zarzamora St	78225	(210) 922-3769	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	908	3523 Se Military Dr	78223	(210) 359-6060	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	909	2866 Thousand Oaks Dr	78232	(210) 545-1262	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	913	2100 Culebra Rd	78228	(210) 734-9510	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	914	523 Fair Ave	78223	(210) 533-3761	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	915	3702 Sw Military Dr	78211	(210) 921-1364	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	923	6405 Nw Loop 410	78238	(210) 509-8499	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	926	2235 Ne Loop 410	78217	(210) 653-0860	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	930	11729 Bandera Rd	78250	(210) 682-0091	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	933	4606 Rittiman Rd	78218	(210) 666-8731	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	934	2311 Fredericksburg Rd	78201	(210) 736-1976	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	935	7150 San Pedro Ave	78216	(210) 524-0028	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	936	903 Probandt St	78204	(210) 223-4415	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	940	718 S Zarzamora St	78207	(210) 432-2568	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	941	8558 Huebner Rd Ste 102 Bldg 1	78240	(210) 697-1574	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	942	10418 Perrin Beitel Rd Ste 102	78217	(210) 564-8318	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	944	1214 W Old Us Highway 90	78227	(210) 432-1093	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	950	12503 Sw Loop 410	78224	(210) 624-2238	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	4719	506 New Valley Hi Dr	78227	(210) 673-5582	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	4723	21034 Us Highway 281 N	78258	(210) 497-7659	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	4772	5509 Roosevelt Ave	78214	(210) 627-2727	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Antonio	4773	11211 Potranco Rd	78253	(210) 679-5084	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	San Benito	3678	692 S Sam Houston Blvd	78586	(956) 361-1616	A3H Foods II, LP	Angel	Pulido
TX	San Juan	3667	902 Raul Longoria Rd	78589	(956) 781-4339	A3H Foods II, LP	Angel	Pulido
TX	San Marcos	820	345 N L B J Dr	78666	(512) 353-7308	RRH - Austin, LLC	Clyde	Rucker
TX	San Marcos	866	2207 S Interstate 35	78666	(512) 392-2338	RRH - Austin, LLC	Clyde	Rucker
TX	Sanger	3794	903 N Stemmons Fwy	76266	(940) 458-7182	RDSL Enterprises, LLC	Rabindranath	Viswanath
TX	Santa Fe	3906	13620 Highway 6	77517	(409) 925-5023	MZK Enterprise, LLC	Srinivas	Vajupeyajula
TX	Schertz	844	17501 Interstate 35 N	78154	(210) 651-5911	San-Tex Restaurants, Inc.	Atour	Eyvazian

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
TX	Seabrook	646	4457 Nasa Pkwy # 1	77586	(281) 326-4063	MZK Enterprise, LLC	Srinivas	Vajupeyayajula
TX	Seagoville	3811	600 E Malloy Bridge Rd	75159	(972) 287-8499	TriBox, LLC	Yasin	Choudry
TX	Sealy	4706	2367 Highway 36 S	77474	(979) 885-6202	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Seguin	830	1070 E Court St	78155	(830) 372-1558	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Seguin	861	1810 W Ih 10	78155	(830) 379-6394	San-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Sherman	737	2133 Texoma Pkwy	75090	(903) 893-2919	RDSL, LLC	Rabindranath	Viswanath
TX	Sherman	3842	100 W Fm 1417	75092	(903) 868-4805	RDSL Enterprises, LLC	Rabindranath	Viswanath
TX	Silsbee	4778	150 Highway 327 E	77656	(409) 386-6121	TLIG Restaurants, LLC	Opiah	Izu
TX	South Houston	4774	1202 College Ave	77587	(713) 947-8507	LBY Foods, LLC	Luis	Yzaguirre, Jr
TX	Splendora	3992	14699 Highway 59	77372	(281) 689-2645	A 3 H Foods, LP	Mouhammad	Keshani
TX	Spring	659	16802 Stuebner Airline Rd	77379	(281) 376-5340	A 3 H Foods, LP	Mouhammad	Keshani
TX	Spring	3635	19715 Holzwarth Rd	77388	(281) 355-1258	A 3 H Foods, LP	Mouhammad	Keshani
TX	Spring	3923	4720 Spring Cypress Rd	77379	(281) 374-0361	A 3 H Foods, LP	Mouhammad	Keshani
TX	Spring	3976	25520 Aldine Westfield Rd	77373	(281) 528-0791	A 3 H Foods, LP	Mouhammad	Keshani
TX	Spring	4704	3842 Fm 2920 Rd	77388	(281) 651-9815	A 3 H Foods, LP	Mouhammad	Keshani
TX	Spring	4738	2685 Rayford Rd	77386	(832) 813-0996	A 3 H Foods, LP	Mouhammad	Keshani
TX	Stafford	681	3204 S Main St	77477	(281) 261-9503	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Stafford	3696	12175 Southwest Fwy	77477	(281) 530-0199	A 3 H Foods, LP	Mouhammad	Keshani
TX	Stephenville	3828	2801 W Washington St	76401	(254) 918-5002	R&R Business Ventures, Inc.	Umar	Ibrahim
TX	Sugar Land	3622	13124 S Dairy Ashford Rd	77478	(281) 242-5705	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Sugar Land	3903	11706 S Highway 6	77478	(281) 568-8193	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Sugar Land	3904	1744 Dulles Ave	77478	(281) 491-6161	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Sugar Land	4731	13325 W Airport Blvd	77478	(281) 494-3312	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	Sulphur Springs	3790	110 Shannon Rd W	75482	(903) 438-8069	East Box, LLC	Christopher	Aslam
TX	Taylor	924	3120 N Main St #b	76574	(512) 365-6116	RRH - Austin, LLC	Clyde	Rucker
TX	Terrell	3774	1898 W Moore Ave	75160	(972) 551-0105	TriBox, LLC	Yasin	Choudry
TX	Texas City	635	2101 9th Avenue North	77590	(409) 948-1481	MZK Enterprise, LLC	Srinivas	Vajupeyayajula
TX	Texas City	3623	2101 Fm 2004 Rd	77591	(409) 986-7297	MZK Enterprise, LLC	Srinivas	Vajupeyayajula
TX	The Colony	3821	4683 Highway 121	75056	(972) 624-1169	MANNAT FOOD INC.	Mannu	Mehta
TX	The Woodlands	3657	1250 Lake Woodlands Dr	77380	(281) 363-4143	A 3 H Foods, LP	Mouhammad	Keshani
TX	The Woodlands	3908	7950 Research Forest Dr	77382	(281) 367-6931	A 3 H Foods, LP	Mouhammad	Keshani
TX	Tomball	3608	28423 Tomball Pkwy	77375	(281) 351-5633	A 3 H Foods, LP	Mouhammad	Keshani
TX	Tomball	3969	11214 Fm 2920 Rd	77375	(281) 516-1401	A 3 H Foods, LP	Mouhammad	Keshani
TX	Tomball	3980	16003 Fm 2920 Rd	77375	(281) 255-2163	A 3 H Foods, LP	Mouhammad	Keshani
TX	Tomball	4714	24040 Kuykendahl Rd	77375	(281) 516-1781	CNR QSR Holdings LP	Manuel	Colorado
TX	Uvalde	932	801 E Main St	78801	(830) 486-0500	San-Tex Restaurants, Inc.	Atour	Eyvazian

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
TX	Van Alstyne	4745	121 S Henry Hynds Expy	75495	(903) 482-9450	RDSL, LLC	Rabindranath	Viswanath
TX	Victoria	4764	1510 E Rio Grande St	77901	(361) 574-8649	A3H Foods II, LP	Angel	Pulido
TX	Victoria	4780	5229 N Navarro Dr	77904	(361) 579-9711	A3H Foods II, LP	Angel	Pulido
TX	Vidor	4718	1315 N Main St	77662	(409) 769-0542	TLIG Restaurants, LLC	Opiah	Izu
TX	Waller	3925	31014 Fm 2920 Rd	77484	(936) 931-3519	A 3 H Foods, LP	Mouhammad	Keshani
TX	Wallisville	3966	22902 Interstate 10	77597	(409) 389-2451	TLIG Restaurants, LLC	Opiah	Izu
TX	Watauga	3720	6241 Rufe Snow Dr	76148	(817) 581-7391	RDSL Enterprises, LLC	Rabindranath	Viswanath
TX	Waxahachie	3785	1204 N Highway 77	75165	(972) 923-9323	Ibrahim Investment Corporation	Umar	Ibrahim
TX	Weatherford	733	804 S Main St	76086	(817) 594-1246	RDSL Enterprises, LLC	Rabindranath	Viswanath
TX	Weatherford	3800	2002 Clear Lake Rd	76086	(817) 594-3689	R&R Business Ventures, Inc.	Umar	Ibrahim
TX	Webster	3621	418 El Dorado Blvd	77598	(281) 286-4816	MZK Enterprise, LLC	Srinivas	Vajupeyayajula
TX	Webster	3930	3134 Fm 528 Rd	77598	(281) 993-2044	TLG Restaurants, LLC	Opiah	Izu
TX	Weslaco	3933	1538 N Texas Blvd	78596	(956) 973-0018	A3H Foods II, LP	Angel	Pulido
TX	West Columbia	4735	801 S 17th St	77486	(979) 345-2110	Gulf Coast Jacks, Inc.	Umar	Ibrahim
TX	Wharton	676	1100 N Richmond	77488	(979) 532-1953	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
TX	White Settlement	4769	8700 West Fwy	76108	(817) 246-1224	Indo Desert LLC	Steven	Myers
TX	Wichita Falls	4771	3125 Lawrence Rd	76308	(940) 689-9100	RDSL, LLC	Rabindranath	Viswanath
TX	Wichita Falls	4828	2610 Central Freeway	76306	(940) 851-0667	RDSL, LLC	Rabindranath	Viswanath
TX	Willis	3640	910 W Montgomery St	77378	(936) 856-9779	A 3 H Foods, LP	Mouhammad	Keshani
TX	Winnie	3921	350 Spur 5	77665	(409) 296-3118	TLIG Restaurants, LLC	Opiah	Izu
TX	Woodville	3994	102 N Magnolia St	75979	(409) 331-1136	TLIG Restaurants, LLC	Opiah	Izu
UT	Cedar City	7277	1313 S Providence Center Dr	84720	(435) 586-7132	Trinity Restaurant Group West, LLC	Dino	Savant
UT	Saint George	1305	1596 S Convention Center Dr	84790	(435) 986-0284	Trinity Restaurant Group West, LLC	Dino	Savant
UT	Washington	1306	775 W Telegraph St	84780	(435) 656-4450	Trinity Restaurant Group West, LLC	Dino	Savant
WA	Aberdeen	8421	400 E Heron St	98520	(360) 532-7243	AJP Enterprises, LLC	Steven	Wazny
WA	Anacortes	8373	2820 Commercial Ave	98221	(360) 299-8602	PARS GROUP LLC	Abdulreza	Khajavi
WA	Arlington	8466	3818 172nd St Ne	98223	(360) 653-3734	PARS GROUP LLC	Abdulreza	Khajavi
WA	Auburn	8366	524 A St Se	98002	(253) 939-3270	Northwest Food Management Group Inc.	Abdulreza	Khajavi
WA	Auburn	8427	340 15th St Ne	98002	(253) 939-6860	Northwest Food Management Group Inc.	Abdulreza	Khajavi
WA	Battle Ground	8320	19 Nw 12th Ave	98604	(360) 666-2281	Northwest Group, Inc.	Rajeev	Gupta
WA	Bellevue	8367	3179 156th Ave Se	98007	(425) 746-0527	Northwest Food Management Group Inc.	Abdulreza	Khajavi
WA	Bellevue	8418	12 Bellevue Way Se	98004	(425) 454-9387	Northwest Food Management Group Inc.	Abdulreza	Khajavi
WA	Bellevue	8422	1900 148th Ave Ne	98007	(425) 643-3388	Northwest Food Management Group Inc.	Abdulreza	Khajavi
WA	Bellingham	8372	1020 W Bakerview Rd	98226	(360) 647-6072	PARS GROUP LLC	Abdulreza	Khajavi
WA	Bellingham	8457	1075 E Sunset Dr	98226	(360) 671-7727	PARS GROUP LLC	Abdulreza	Khajavi
WA	Blaine	8380	8140 Birch Bay Square St	98230	(360) 366-3869	PARS GROUP LLC	Abdulreza	Khajavi

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
WA	Bonney Lake	8460	19510 State Route 410 E	98390	(253) 862-0999	AJP Enterprises, LLC	Steven	Wazny
WA	Bothell	8302	22736 Bothell Everett Hwy	98021	(425) 485-7364	Northwest Food Management Group Inc.	Abdulreza	Khajavi
WA	Bremerton	8363	4305 Kitsap Way	98312	(360) 782-0387	AJP Enterprises, LLC	Steven	Wazny
WA	Bremerton	8449	4219 Wheaton Way	98310	(360) 479-3443	AJP Enterprises, LLC	Steven	Wazny
WA	Burien	8405	14206 1st Ave S	98168	(206) 242-3364	Northwest Food Management Group Inc.	Abdulreza	Khajavi
WA	Burien	8407	1127 Sw 128th St	98146	(206) 244-1950	Northwest Food Management Group Inc.	Abdulreza	Khajavi
WA	Burlington	8379	9408 Old Highway 99	98233	(360) 757-0938	PARS GROUP LLC	Abdulreza	Khajavi
WA	Burlington	8455	610 S Burlington Blvd	98233	(360) 757-7580	PARS GROUP LLC	Abdulreza	Khajavi
WA	Centralia	8493	1130 Harrison Ave	98531	(360) 807-0277	AJP Enterprises, LLC	Steven	Wazny
WA	Chehalis	8465	113 Interstate Ave	98532	(360) 748-6505	AJP Enterprises, LLC	Steven	Wazny
WA	Des Moines	8472	22633 Marine View Dr S	98198	(206) 870-0995	Northwest Food Management Group Inc.	Abdulreza	Khajavi
WA	Des Moines	8478	1810 S 272nd St	98198	(253) 941-5958	Northwest Food Management Group Inc.	Abdulreza	Khajavi
WA	Dupont	8370	1275 Center Dr	98327	(253) 964-0759	AJP Enterprises, LLC	Steven	Wazny
WA	East Wenatchee	8389	501 Grant Rd	98802	(509) 884-1934	FEAST Foods, LLC	Shayne	Stimpson
WA	Edmonds	8434	21130 Highway 99	98026	(425) 771-5212	PARS GROUP LLC	Abdulreza	Khajavi
WA	Ellensburg	8484	115 W University Way	98926	(509) 933-2833	FEAST Foods, LLC	Shayne	Stimpson
WA	Enumclaw	8454	311 Griffin Ave E	98022	(360) 802-1087	AJP Enterprises, LLC	Steven	Wazny
WA	Everett	8307	11820 Evergreen Way	98204	(425) 356-9920	PARS GROUP LLC	Abdulreza	Khajavi
WA	Everett	8310	8520 Evergreen Way	98208	(425) 267-9651	PARS GROUP LLC	Abdulreza	Khajavi
WA	Everett	8314	1515 132nd St Se	98208	(425) 337-6666	PARS GROUP LLC	Abdulreza	Khajavi
WA	Everett	8423	2106 Everett Ave	98201	(425) 259-5283	PARS GROUP LLC	Abdulreza	Khajavi
WA	Everett	8438	1505 Se Everett Mall Way	98208	(425) 347-7171	PARS GROUP LLC	Abdulreza	Khajavi
WA	Everett	8470	4717 Evergreen Way	98203	(425) 339-0866	PARS GROUP LLC	Abdulreza	Khajavi
WA	Federal Way	8305	1610 S 347th Pl	98003	(253) 815-0059	AJP Enterprises, LLC	Steven	Wazny
WA	Federal Way	8360	2400 Sw 336th St	98023	(253) 874-5257	AJP Enterprises, LLC	Steven	Wazny
WA	Federal Way	8420	31130 Pacific Hwy S	98003	(253) 839-3592	AJP Enterprises, LLC	Steven	Wazny
WA	Ferndale	8397	1819 Main St	98248	(360) 380-5989	PARS GROUP LLC	Abdulreza	Khajavi
WA	Fife	8447	3402 Pacific Hwy E	98424	(253) 922-9439	AJP Enterprises, LLC	Steven	Wazny
WA	Graham	8395	22209 Meridian Ave E	98338	(253) 875-7782	NHG Enterprises LLC	Steven	Wazny
WA	Issaquah	8303	740 Nw Gilman Blvd	98027	(425) 837-1618	Northwest Food Management Group Inc.	Abdulreza	Khajavi
WA	Kelso	7180	104 N Minor Rd	98626	(360) 425-0685	Northwest Group, Inc.	Rajeev	Gupta
WA	Kenmore	8426	6100 Ne Bothell Way	98028	(425) 486-6856	PARS GROUP LLC	Abdulreza	Khajavi
WA	Kennewick	8301	2722 W 10th Ave	99336	(509) 585-0406	FEAST Foods, LLC	Shayne	Stimpson
WA	Kennewick	8351	4800 W Clearwater Ave	99336	(509) 374-0437	FEAST Foods, LLC	Shayne	Stimpson
WA	Kent	8404	221 Central Ave N	98032	(253) 854-2689	Northwest Food Management Group Inc.	Abdulreza	Khajavi
WA	Kent	8429	23911 104th Ave Se	98031	(253) 854-3044	Northwest Food Management Group Inc.	Abdulreza	Khajavi

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
WA	Kent	8474	20746 108th Ave Se	98031	(253) 852-1529	Northwest Food Management Group Inc.	Abdulreza	Khajavi
WA	Kent	8496	8829 S 180th St	98032	(425) 251-0286	Northwest Food Management Group Inc.	Abdulreza	Khajavi
WA	Kent	8499	16757 Se 272nd St	98042	(253) 631-5393	Northwest Food Management Group Inc.	Abdulreza	Khajavi
WA	Kirkland	8448	12409 Ne 116th St	98034	(425) 822-8442	Northwest Food Management Group Inc.	Abdulreza	Khajavi
WA	Lacey	8343	8215 Martin Way E	98516	(360) 438-8544	AJP Enterprises, LLC	Steven	Wazny
WA	Lacey	8430	4040 Martin Way	98506	(360) 491-4632	AJP Enterprises, LLC	Steven	Wazny
WA	Lake Stevens	8388	507 91st Ave Ne	98258	(425) 334-6130	PARS GROUP LLC	Abdulreza	Khajavi
WA	Lakewood	8415	9815 Gravelly Lake Dr Sw	98499	(253) 584-4155	AJP Enterprises, LLC	Steven	Wazny
WA	Lakewood	8450	8814 S Tacoma Way	98499	(253) 581-7244	AJP Enterprises, LLC	Steven	Wazny
WA	Lakewood	8468	8504 Hipkins Rd Sw	98498	(253) 984-0661	AJP Enterprises, LLC	Steven	Wazny
WA	Longview	8431	1445 15th Ave	98632	(360) 636-3500	Northwest Group, Inc.	Rajeev	Gupta
WA	Lynden	8359	8083 Guide Meridian Rd	98264	(360) 354-6679	PARS GROUP LLC	Abdulreza	Khajavi
WA	Lynnwood	8381	17210 Highway 99	98037	(425) 745-6505	PARS GROUP LLC	Abdulreza	Khajavi
WA	Lynnwood	8464	1212 164th St Sw	98087	(425) 742-0652	PARS GROUP LLC	Abdulreza	Khajavi
WA	Lynnwood	8483	4323 196th St Sw	98036	(425) 673-7895	PARS GROUP LLC	Abdulreza	Khajavi
WA	Marysville	8308	9603 State Ave	98270	(360) 653-7447	PARS GROUP LLC	Abdulreza	Khajavi
WA	Marysville	8437	1125 4th St	98270	(360) 653-8344	PARS GROUP LLC	Abdulreza	Khajavi
WA	Monroe	8390	13714 Roosevelt Rd	98272	(360) 863-8377	PARS GROUP LLC	Abdulreza	Khajavi
WA	Monroe	8475	19905 State Route 2	98272	(360) 794-1896	PARS GROUP LLC	Abdulreza	Khajavi
WA	Moses Lake	8335	506 E Wheeler Rd	98837	(509) 764-1581	FEAST Foods, LLC	Shayne	Stimpson
WA	Mount Vernon	8417	304 E College Way	98273	(360) 428-6960	PARS GROUP LLC	Abdulreza	Khajavi
WA	Mukilteo	8344	11800 Mukilteo Speedway	98275	(425) 493-8470	PARS GROUP LLC	Abdulreza	Khajavi
WA	Oak Harbor	8452	32205 State Route 20	98277	(360) 675-1768	PARS GROUP LLC	Abdulreza	Khajavi
WA	Olympia	8424	520 Plum St Se	98501	(360) 754-7296	AJP Enterprises, LLC	Steven	Wazny
WA	Pacific	8473	402 Seattle Blvd N	98047	(253) 351-9346	AJP Enterprises, LLC	Steven	Wazny
WA	Pasco	8345	3109 W Court St	99301	(509) 544-0576	FEAST Foods, LLC	Shayne	Stimpson
WA	Pasco	8383	7214 Burden Blvd	99301	(509) 546-2174	FEAST Foods, LLC	Shayne	Stimpson
WA	Port Angeles	8358	902 E Front St	98362	(360) 417-5187	AJP Enterprises, LLC	Steven	Wazny
WA	Port Orchard	8451	1467 Olney St Se	98366	(360) 876-4236	AJP Enterprises, LLC	Steven	Wazny
WA	Poulsbo	8391	21599 Market Pl Nw	98370	(360) 394-5225	AJP Enterprises, LLC	Steven	Wazny
WA	Pullman	8361	310 Ne Stadium Way	99163	(509) 332-5317	FEAST Foods, LLC	Shayne	Stimpson
WA	Puyallup	8462	705 S Meridian	98371	(253) 435-6071	AJP Enterprises, LLC	Steven	Wazny
WA	Puyallup	8463	3750 S Meridian	98373	(253) 840-2411	AJP Enterprises, LLC	Steven	Wazny
WA	Puyallup	8485	16022 Meridian E	98375	(253) 435-0648	AJP Enterprises, LLC	Steven	Wazny
WA	Puyallup	8488	11024 Canyon Rd	98373	(253) 537-3467	AJP Enterprises, LLC	Steven	Wazny
WA	Redmond	8346	16280 Ne 87th St	98052	(425) 861-0681	Northwest Food Management Group Inc.	Abdulreza	Khajavi

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
WA	Renton	8306	4810 Ne 4th St	98059	(425) 793-5874	Northwest Food Management Group Inc.	Abdulreza	Khajavi
WA	Renton	8409	479 Rainier Ave S	98055	(425) 226-1923	Northwest Food Management Group Inc.	Abdulreza	Khajavi
WA	Renton	8413	2813 Sunset Blvd Ne	98056	(425) 228-5207	Northwest Food Management Group Inc.	Abdulreza	Khajavi
WA	Richland	8311	1491 Tapteal Dr	99352	(509) 374-0810	FEAST Foods, LLC	Shayne	Stimpson
WA	Richland	8327	49 Columbia Point Dr	99352	(509) 943-8544	FEAST Foods, LLC	Shayne	Stimpson
WA	Rochester	8399	19715 Old Highway 99 Sw	98579	(360) 273-9866	NHG Enterprises LLC	Steven	Wazny
WA	Sammamish	8333	620 228th Ave Ne	98074	(425) 868-4131	Northwest Food Management Group Inc.	Abdulreza	Khajavi
WA	Seatac	8428	2840 S 188th St	98188	(206) 244-6293	Northwest Food Management Group Inc.	Abdulreza	Khajavi
WA	Seattle	8324	999 Nw Leary Way	98107	(206) 706-0524	PARS GROUP LLC	Abdulreza	Khajavi
WA	Seattle	8350	12515 Aurora Ave N	98133	(206) 365-2204	PARS GROUP LLC	Abdulreza	Khajavi
WA	Seattle	8406	9102 Rainier Ave S	98118	(206) 725-7143	Northwest Food Management Group Inc.	Abdulreza	Khajavi
WA	Seattle	8412	4749 University Way Ne	98105	(206) 525-5599	PARS GROUP LLC	Abdulreza	Khajavi
WA	Seattle	8425	8502 Aurora Ave N	98103	(206) 524-2296	PARS GROUP LLC	Abdulreza	Khajavi
WA	Seattle	8467	1907 4th Ave S	98134	(206) 628-9028	PARS GROUP LLC	Abdulreza	Khajavi
WA	Seattle	8476	4203 Sw Admiral Way	98116	(206) 932-7315	PARS GROUP LLC	Abdulreza	Khajavi
WA	Seattle	8490	5903 1st Ave S	98108	(206) 764-9564	PARS GROUP LLC	Abdulreza	Khajavi
WA	Seattle	8497	13055 Lake City Way Ne	98125	(206) 364-3485	PARS GROUP LLC	Abdulreza	Khajavi
WA	Sequim	8368	1280 W Washington St	98382	(360) 681-4069	AJP Enterprises, LLC	Steven	Wazny
WA	Shelton	8329	2947 Olympic Hwy N	98584	(360) 427-1468	AJP Enterprises, LLC	Steven	Wazny
WA	Shoreline	8410	18213 Aurora Ave N	98133	(206) 546-1978	PARS GROUP LLC	Abdulreza	Khajavi
WA	Silverdale	8441	10735 Silverdale Way Nw	98383	(360) 698-0150	AJP Enterprises, LLC	Steven	Wazny
WA	Snohomish	8321	827 Avenue D	98290	(360) 568-6644	PARS GROUP LLC	Abdulreza	Khajavi
WA	Spanaway	8386	20505 Mountain Hwy E	98387	(253) 847-2891	AJP Enterprises, LLC	Steven	Wazny
WA	Spokane	8326	4001 N Market St	99207	(509) 487-2586	FEAST Foods, LLC	Shayne	Stimpson
WA	Spokane	8338	2732 N Division St	99207	(509) 328-1041	FEAST Foods, LLC	Shayne	Stimpson
WA	Spokane	8385	10306 W Highway 2	99224	(509) 455-5155	FEAST Foods, LLC	Shayne	Stimpson
WA	Spokane	8400	1527 W Northwest Blvd	99205	(509) 326-6000	FEAST Foods, LLC	Shayne	Stimpson
WA	Spokane	8432	5 W Hawthorne Rd	99218	(509) 465-5865	FEAST Foods, LLC	Shayne	Stimpson
WA	Spokane	8435	1505 N Pines Rd	99206	(509) 891-4145	FEAST Foods, LLC	Shayne	Stimpson
WA	Spokane	8439	6318 N Division St	99208	(509) 484-5962	FEAST Foods, LLC	Shayne	Stimpson
WA	Spokane	8461	505 W 3rd Ave	99201	(509) 456-0540	FEAST Foods, LLC	Shayne	Stimpson
WA	Spokane	8480	4220 E Sprague Ave	99202	(509) 533-1191	FEAST Foods, LLC	Shayne	Stimpson
WA	Spokane Valley	8442	2205 N Argonne Rd	99212	(509) 922-7320	FEAST Foods, LLC	Shayne	Stimpson
WA	Stanwood	8369	26906 92nd Ave Nw	98282	(360) 629-2384	PARS GROUP LLC	Abdulreza	Khajavi
WA	Sumner	8376	827 Valley Ave	98390	(253) 863-1698	AJP Enterprises, LLC	Steven	Wazny
WA	Sunnyside	8362	100 W South Hill Rd	98944	(509) 837-3644	FEAST Foods, LLC	Shayne	Stimpson

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of October 1, 2017)

STATE	CITY	REST NO.	STREET ADDRESS	ZIP	PHONE	ENTITY	OPERATOR	
WA	Tacoma	8304	2054 6th Ave	98403	(253) 597-8974	AJP Enterprises, LLC	Steven	Wazny
WA	Tacoma	8340	4702 S Center St	98409	(253) 460-3441	AJP Enterprises, LLC	Steven	Wazny
WA	Tacoma	8371	5207 Tacoma Mall Blvd	98409	(253) 472-0533	AJP Enterprises, LLC	Steven	Wazny
WA	Tacoma	8411	5517 Pacific Ave	98408	(253) 473-3407	AJP Enterprises, LLC	Steven	Wazny
WA	Tacoma	8416	6702 6th Ave	98406	(253) 565-2934	AJP Enterprises, LLC	Steven	Wazny
WA	Tacoma	8440	7605 S Hosmer St	98408	(253) 475-9465	AJP Enterprises, LLC	Steven	Wazny
WA	Tacoma	8445	10656 Pacific Ave S	98444	(253) 536-1995	AJP Enterprises, LLC	Steven	Wazny
WA	Tacoma	8469	2420 Pacific Ave	98402	(253) 627-2907	AJP Enterprises, LLC	Steven	Wazny
WA	Tacoma	8477	15114 Pacific Ave S	98444	(253) 536-3280	AJP Enterprises, LLC	Steven	Wazny
WA	Tillicum	8398	15310 Union Ave Sw	98498	(253) 584-0613	NHG Enterprises LLC	Steven	Wazny
WA	Tukwila	8365	3742 S 144th St	98168	(206) 242-8877	Northwest Food Management Group Inc.	Abdulreza	Khajavi
WA	Tukwila	8443	16400 W Valley Hwy	98188	(425) 235-5060	Northwest Food Management Group Inc.	Abdulreza	Khajavi
WA	Tukwila	8481	13050 Interurban Ave S	98168	(206) 242-3525	Northwest Food Management Group Inc.	Abdulreza	Khajavi
WA	Tumwater	8319	1635 Mottman Rd Sw	98512	(360) 357-1068	AJP Enterprises, LLC	Steven	Wazny
WA	Tumwater	8471	110 Trosper Rd Sw	98501	(360) 705-1506	AJP Enterprises, LLC	Steven	Wazny
WA	University Place	8482	3922 Bridgeport Way W	98466	(253) 565-3513	AJP Enterprises, LLC	Steven	Wazny
WA	Vancouver	8313	16333 Se 12th St Bldg A	98683	(360) 260-2666	Northwest Group, Inc.	Rajeev	Gupta
WA	Vancouver	8318	7650 Ne Fourth Plain Rd	98662	(360) 891-8806	Northwest Group, Inc.	Rajeev	Gupta
WA	Vancouver	8330	13009 Ne Highway 99 Ste 300	98686	(360) 576-7023	Northwest Group, Inc.	Rajeev	Gupta
WA	Vancouver	8331	7205 Ne 117th Ave	98662	(360) 885-2450	Northwest Group, Inc.	Rajeev	Gupta
WA	Vancouver	8375	7815 Ne 6th Ave	98665	(360) 546-2050	Northwest Group, Inc.	Rajeev	Gupta
WA	Vancouver	8487	221 Ne 104th Ave	98664	(360) 885-3898	Northwest Group, Inc.	Rajeev	Gupta
WA	Veradale	8491	711 N Sullivan Rd	99037	(509) 892-0475	FEAST Foods, LLC	Shayne	Stimpson
WA	Walla Walla	8322	212 S 9th Ave	99362	(509) 529-1832	FEAST Foods, LLC	Shayne	Stimpson
WA	Washougal	8328	3307 Evergreen Way #201	98671	(360) 335-8406	Northwest Group, Inc.	Rajeev	Gupta
WA	Wenatchee	8378	408 N Chelan Ave	98801	(509) 667-1627	FEAST Foods, LLC	Shayne	Stimpson
WA	Woodinville	8489	17445 131st Ave Ne	98072	(425) 486-4580	Northwest Food Management Group Inc.	Abdulreza	Khajavi
WA	Yakima	8300	2317 S First St	98903	(509) 248-3796	FEAST Foods, LLC	Shayne	Stimpson
WA	Yakima	8315	1002 N 1st St	98901	(509) 452-5260	FEAST Foods, LLC	Shayne	Stimpson
WA	Yakima	8494	3907 Tieton Dr	98902	(509) 972-4368	FEAST Foods, LLC	Shayne	Stimpson
WA	Yelm	8336	1001 E Yelm Ave	98597	(360) 400-5225	AJP Enterprises, LLC	Steven	Wazny

Franchisees Who Have Signed an Agreement,
but Not Yet Opened A Unit as of October 1, 2017
(Franchisee Business Phone Numbers and Addresses)

- Tariq Ahmed - (972) 404-8706, 218 Boisenberry Drive, Garland, TX 75044
- Dawood Beshay - (951) 816-0189, 41856 Ivy Street #201, Murrieta, CA 92562
- Bashir Eramya - (951) 677-3976, 41856 Ivy Street #201, Murrieta, CA 92562
- Atour Eyvazian - (281) 398-5592, 21734 Provincial Blvd., Suite 250, Katy, TX 77450
- Rajeev Gupta - (408) 425-0246, 15000 Blue Gum Court, Saratoga, CA 95070
- Umar Ibrahim - (972) 550-1282, 1915 Westridge Drive, Irving, TX 75038
- Mouhammad Keshani - (832) 678-3590, 2219 Sawdust Road, Suite 104, Spring, TX 77380
- Abdulreza Khajavi - (425) 285-9106, 11411 NE 124th Street, Suite 170, Kirkland, WA 98034
- Kelly Kuhlmann - (314) 690-4010, 13768 Shoreline Drive, Earth City, MO 63045
- Metri Lutfi - (916) 392-3000, 2368 Maritime Drive, Suite 100, Elk Grove, CA 95758
- Ali Navaie - (702) 856-3320, 290 S Boulder Highway, Henderson, NV 89015
- Eddie Nieves - (818) 285-2160, 4917 Genesta Ave., Encino, CA 91316
- Behzad Nematzadeh - (818) 285-2180, 4917 Genesta Ave., Encino, CA 91316
- F. Michael Norwich, Jr. - (915) 533-7529, 5017 Conley, Building B, El Paso, TX 79932
- Tanzeem Rizvi - (972) 992-0054, 12330 Greenville Ave., Dallas, TX 75243
- Patrice Roux - (559) 625-4887, 1660 N Farmersville Blvd., Farmersville, CA 93223
- Mohammed Salous - (405) 413-4467, 4612 N MacArthur Blvd., Warr Acres, OK 73122
- Christopher Scanlan - (808) 537-3300 x 555, 4510 Salt Lake Blvd., D-14, Honolulu, HI 96818
- Steven Wazny - (253) 353-9867, 5005 Pacific Highway East #12, Fife, WA 98424
- Anil Yadav - (510) 792-3393 ext 2267, 3550 Mowry Ave., Suite 301, Fremont, CA 94538

Franchisees Who Ceased To Do Business Under A Franchise Agreement During The Fiscal Year 2017

The following is a list of the names, addresses and last known telephone numbers of all franchisees who have had their *Jack in the Box* restaurant franchise outlet(s) terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year ended October 1, 2017, or who have not communicated with us within the 10 weeks preceding the date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

- John Anderson (424) 744-7311
  1505 Demonbreun Street #406, Nashville, TN 37203
- Raphaela Cheng-Chu (415) 260-3893
  2516 Gough Street, San Francisco, CA 94123
- Young Cho (213) 820-8012
  131 Fremont Place, Los Angeles, CA 90005
- Terence Y. Chu (415) 309-9019
  2516 Gough Street, San Francisco, CA 94123
- Rostam Forooghi (310) 666-1250
  608 Amalfi Drive, Pacific Palisades, CA 90272
- Hossein Hosseinzadeh (310) 470-6236
  2180 Westwood Blvd, Ste 2N, Los Angeles, CA 90025
- Anton Lutfi (916) 275-8669
  2368 Maritime Drive, Suite 100, Elk Grove, CA 95758
- Seema Mehta (541) 840-3226
  4150 S Pacific Hwy, Suite B, Medford, OR 97504
- Vinod Mehta (541) 840-3226
  4150 S Pacific Hwy, Suite B, Medford, OR 97504
- Bernard Morrissey (817) 726-8532
  520 North Hardman Circle, Justin, TX 76247
- Sam Najmabadi (310) 466-5132
  9867 Whitwell Drive, Beverly Hills, CA 90210
- Pooneh Michelle Tanaeim (310) 775-5212
  328 S Elm Drive, Beverly Hills, CA 90212
- Judy Wang (408) 489-3154
  18180 Sage Court, Saratoga, CA 95070
- Stuart Whang (310) 308-5895
  2400 Wilmington Ave., Compton, CA 90220

Franchisees Who Have Not Communicated in 10 Weeks Prior to Issuance Date

None.

EXHIBIT E

APPLICATION PACKAGE

JACK IN THE BOX NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into on the ____ day of _____, 20____, between JACK IN THE BOX INC., a Delaware Corporation, having its principal place of business at 9330 Balboa Avenue, San Diego, California 92123 ("JIB"); and _____, a _____ corporation, having its principal place of business at _____ ("Prospective Franchisee") (collectively, "Parties").

WHEREAS, JIB is the owner of certain proprietary and confidential information, which may include but is not limited to financial data, operating procedures, marketing information, business strategies (hereinafter referred to as "Proprietary Information");

WHEREAS, Prospective Franchisee is interested in having access to such Proprietary Information for the purpose of determining whether it is interested in entering into a franchising relationship;

NOW THEREFORE, considering the following premises, and intending to be legally bound thereby, it is agreed as follows:

1. Prospective Franchisee will keep confidential the Proprietary Information that may be disclosed to it orally or in writing.

2. Proprietary Information may be disclosed by the Prospective Franchisee only to those of its employees, agents and consultants who need to know such Proprietary Information for the purpose described above, who have been informed of the confidential nature of such information, and who are obligated to maintain such information in confidence.

3. Prospective Franchisee will not disclose such Proprietary Information to any third party without the prior written consent of JIB.

4. Prospective Franchisee will not use such Proprietary Information for any purpose other than the purpose for which disclosed.

5. All tangible Proprietary Information furnished by JIB shall be subject to repossession by JIB at any reasonable time upon request, and at all times while in the possession of the receiving party shall be segregated and physically identified as JIB's property. All documents and other tangible expressions of the Proprietary Information shall be returned to JIB or be destroyed, if so instructed in writing by JIB.

6. Proprietary Information shall not include, and the obligations set forth above shall not apply to, information which:

   a. Was known to Prospective Franchisee prior to any disclosure by JIB;

   b. Is or shall become public information through no breach of this Agreement;

   c. Is received by Prospective Franchisee from a third party having no secrecy obligation to JIB with respect to such disclosed information; or

   d. Subsequently is developed, as evidenced by written documentation, by an employee, agent, or representative of Prospective Franchisee to whom Proprietary Information has not been divulged.

7. If Prospective Franchisee is requested or required to disclose Proprietary Information pursuant to a subpoena or an order of a court or governmental agency, it shall:

   a. Promptly notify JIB of the existence, terms and circumstances surrounding the governmental request or requirement;

   b. Consult with JIB on the advisability of taking steps to resist or narrow the request;

   c. Cooperate with JIB in its efforts to obtain an order or other reliable assurance that confidential treatment be accorded to that portion of the Proprietary Information that is required to be disclosed; and

   d. If disclosure of Proprietary Information is required, furnish only such portion of the Proprietary Information as Prospective Franchisee is advised by its counsel is legally required to be disclosed.

JACK IN THE BOX NON-DISCLOSURE AGREEMENT

8. Should any provision of the present Agreement be declared unenforceable for any reason or found contrary to any federal or state statue, said provision will automatically cease to be a part of this Agreement without affecting any other provision or obligation thereof.

9. The waiver of any breach of non-enforcement of any provision of this Agreement shall not be construed to constitute a waiver of any other breach or provisions of this or any other Agreement.

10. This Agreement shall not be construed as a partnership, joint venture or other such arrangement (other than the parties hereto agree that this Agreement is for the purpose of protecting Proprietary Information only).

11. JIB has no obligation to supply Proprietary Information hereunder.

12. Nothing in this Agreement shall be deemed to grant a license directly, by implication, by estoppel, or otherwise to any Proprietary Information disclosed pursuant to this Agreement.

13. This Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflicts of law thereof. Each of the parties hereto submits itself hereby to the exclusive jurisdiction of the state or federal courts in the State of California, and waives any objection (on the grounds of lack of jurisdiction or forum non conveniens, or otherwise) to the exercise of such jurisdiction over it by any state or federal court in the State of California. San Diego, California shall be the sole venue for any legal action arising hereunder.

14. In the event any action at law or in equity is brought by either party to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs of suit.

15. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior and subsequent Agreements or understanding, oral or in writing, between the parties hereto in connection with the subject matter hereof. In the event of any conflict between this Agreement and any other agreement between the parties hereto, this Agreement shall control.

Each of the parties signing below on behalf of a legal entity represents that he/she is duly authorized to bind and obligate that entity to the terms of this Agreement.

PROSPECTIVE FRANCHISEE

Print name: _____

By: _____

Title: _____

Date: _____

JACK IN THE BOX INC.

Print name: _____

By: _____

Title: _____

Date: _____

© 2011 Jack in the Box Inc.

JACK IN THE BOX FRANCHISE APPLICATION

in the box

Personal Information

Name _____ **Social Security #** _____
Last First Middle Maiden Name

Residence

_____
Street

_____
City State/Zip

Previous Address if at this residence for fewer than 10 years

_____
Street

_____
City State/Zip

Home Phone ( ) _____ **Cell Phone** ( ) _____ **Business Phone** ( ) _____

Fax No. ( ) _____ **Email Address** _____

Date of Birth _____ **Place of Birth** _____

Driver's License # _____ **State** _____

YES	NO		
☐	☐	Are you a U.S. citizen? *If **no**, please provide copies of Alien Registration Card (front & back)*	
☐	☐	Have you ever been charged or convicted for any criminal offense (misdemeanor or felony) other than a minor motor vehicle violation? *If **yes**, please provide details.*	
☐	☐	Are you, or any business entity you have an ownership interest in, Involved in any lawsuits or potential litigation or have you ever filed for personal or business bankruptcy protection, insolvency proceedings or compromise with creditors? *If **yes**, please provide details.*	
☐	☐	Have you ever been known under any other name(s)? *If **yes**, please provide details.*	
☐	☐	Are you or your employer providing goods or services to Jack in the Box Inc? *If **yes**, please provide details.*	
☐	☐	Are you doing business under any assumed or fictitious names? *If **yes**, please provide details.*	

Marital Status ☐ Married ☐ Unmarried ☐ Separated ☐ Divorced

Spouse's Name _____ **Social Security #** _____
Last First Middle Maiden Name

Date of Birth _____ **Place of Birth** _____

Spouse's Driver's License # _____ **State** _____

© 2011 Jack in the Box Inc.

Affiliates

Yes ☐ No ☐ Do your or your spouse have ownership interest in or control of any other company? If **yes**, please identify below.

Affiliate Company Name & Nature of Business	Your Title	% of Ownership	Tax ID #

Franchising History

Yes ☐ No ☐ Are you currently a franchisee of another concept? If **yes**, please list concept(s) below. Provide information on separate page if additional space is needed.

Yes ☐ No ☐ Have you ever been a franchisee of another concept? If **yes**, please list concept(s) and periods of involvement below. Provide information on separate pages if additional space is needed.

Business Experience

Please provide the last 5-7 years of work history/business(es) started. Complete below or attach resumé.

Present Employment _____ **From** _____ **To** _____
Address _____
Type of Business _____ **Position** _____ **Salary** _____

Employment _____ **From** _____ **To** _____
Address _____
Type of Business _____ **Position** _____ **Salary** _____

Employment _____ **From** _____ **To** _____
Address _____
Type of Business _____ **Position** _____ **Salary** _____

Employment _____ **From** _____ **To** _____
Address _____
Type of Business _____ **Position** _____ **Salary** _____

Education

	Name & Location	Year Graduated	Degree/Major
High School			
College			
Graduate School			
Professional School			

© 2011 Jack in the Box Inc.

Personal Finance Statement

in the box

Please complete below or attach prepared personal financial statement.

Assets	Cash on hand and unrestricted	$ _____
	Cash - Stock in your business	$ _____
	U.S. Government Securities, Stocks and Bonds	$ _____
	Life Insurance - Cash Surrender Value	$ _____
	Real estate, your residence(s)	$ _____
	Other real estate at market value	$ _____
	Accounts, notes and loan receivables	$ _____
	Other assets (autos, jewelry, furniture, etc.)	$ _____
	Retirement/Pension accounts	$ _____
	Total Assets	$
Liabilities	Current liabilities (payable within 12 months)	$ _____
	Notes payable to banks	$ _____
	Mortgages payable (total mortgages due)	$ _____
	Accounts, notes and loans payable to others	$ _____
	Other liabilities	$ _____
	Total Liabilities	$
	TOTAL NET WORTH	$

Source of Income (Annual)

Gross Salary	$ _____
	$ _____
Bonus & Commission	$ _____
Dividends	$ _____
Real Estate Income	$ _____
Other Income (Itemize)	$ _____
_____	
_____	
_____	
	$ _____
Total Income	$

Contingent Liabilities

As Endorser or Co-maker _____

On Leases or Contracts _____

Domestic Relations Orders _____

Legal Claims _____

Partner or Officer in any other venture _____

Explain _____

_____

_____

_____

Other Claims _____

_____

_____

_____

Market of Interest

Where are you interested in developing stores? **City** _____ **State** _____

Yes **No** Is this application being submitted for existing stores? If **yes**, please identify below.

_____

_____

© 2011 Jack in the Box Inc.

Partner's Information

in the box

Yes ☐ No ☐ Is this application being submitted with a partner? If **yes**, please identify below.

Please Note: All partners must submit a separate application.

Partner's Name _____ _____
Last First

Partner's Name _____ _____
Last First

Partner's Name _____ _____
Last First

Partner's Name _____ _____
Last First

Partner's Name _____ _____
Last First

Partner's Name _____ _____
Last First

Partner's Name _____ _____
Last First

Partner's Name _____ _____
Last First

Proposed Ownership of the Franchise

List operator name and partner(s) name(s) who will acquire an interest in the proposed franchise.
100% ownership must be identified.

Name	Operator or Partner	% of Ownership (Voting, Capital & Profits Interest)	Social Security # or Tax ID #

Authorization of Funds

Please have your spouse read the following statement. If he/she agrees with the statement, please have **your spouse** sign and date as indicated below.

I hereby authorize my spouse to use all jointly held funds for a Jack in the Box franchise.

_____ _____
Spouse's Signature **Date**

Please Sign & Date This Form

Please sign and date this form. By signing this form you warrant, represent and certify that the foregoing statements are true, complete and accurate as of the date and declare that you will immediately notify Jack in the Box Inc. of any change in the foregoing information. You understand that the foregoing representations will be relied upon by Jack in the Box Inc. in determining whether or not it will grant a franchise.

_____ _____
Applicant's Signature **Date**

Please read the following statement and, if in agreement, sign and date below.
I certify that I am not a suspected terrorist as defined in Executive Order 13224.

_____ _____
Applicant's Signature **Date**

© 2011 Jack in the Box Inc.

in the box®

NEW FRANCHISE CANDIDATE AUTHORIZATION AND RELEASE

For the purposes of the current franchise application and approval process ("Application"), and at any time during any term of any Franchise Agreement with Jack in the Box Inc. ("Company"), I hereby authorize LexisNexis, 2885 Breckinridge Blvd., Suite 200, Duluth, GA 30096, (800) 400-1593, or any other agency selected by the Company, to obtain, on the Company's behalf, a consumer report, which may include information regarding my creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics and/or mode of living. Such report may be compiled using information from credit bureaus, court records repositories, departments of motor vehicles, past or present employers and/or educational institutions, governmental occupational licensing or registration entities, business and/or personal references, and/or any other source required to verify information that I have voluntarily supplied. I understand that I may request a complete and accurate disclosure of the nature and scope of the background verification to the extent such investigation includes information bearing on my character, general reputation, personal characteristics and/or mode of living.

I further authorize the Company to verify whether I maintain any conflicting business relationships, which are prohibited by the terms of any existing or anticipated new Franchise Agreement I/we may enter into with the Company. Such verification process may include periodic checks in the future, if my Application is successful. In addition, I authorize the Company to undertake any and all other reasonable efforts or actions to determine whether I and/or my spouse am/are in compliance with any Franchise and Lease Agreements with the Company.

APPLICANT

To the fullest extend allowed by law, I hereby release and hold the Company harmless from any direct or indirect impact resulting to me from the obtaining or use by the Company of any information pursuant to this Authorization and Release.

Signature of Applicant	Date Signed	
Print Name	Date of Birth	Social Security Number

APPLICANT'S SPOUSE (IF IN COMMUNITY PROPERTY STATE)

To the fullest extend allowed by law, I hereby release and hold the Company harmless from any direct or indirect impact resulting to me from the obtaining or use by the Company of any information pursuant to this Authorization and Release.

Signature of Applicant's Spouse (if applicable)	Date Signed	
Print Name	Date of Birth	Social Security Number

A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you -- such as if you pay your bills on time or have filed bankruptcy -- to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. 1681-1681u, at the Federal Trade Commission's web site (http://www.ftc.gov). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you -- such as denying an application for credit, insurance, or employment -- must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs -- to which it has provided the data -- of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- **You can dispute inaccurate items with the source of the information.** If you tell anyone -- such as a creditor who reports to a CRA -- that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- **Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA -- usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

THE FCRA GIVES SEVERAL DIFFERENT FEDERAL AGENCIES AUTHORITY TO ENFORCE THE FCRA:

FOR QUESTIONS OR CONCERNS REGARDING:	PLEASE CONTACT:
CRAs, creditors and others not listed below	Federal Trade Commission Consumer Response Center - FCRA Washington, DC 20580 202-326-3761
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 800-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator – GIPSA Washington, DC 20250 202-720-7051

Additional information: http://www.ftc.gov/os/statutes/fcra.htm#611

JACK IN THE BOX SUPPLEMENTAL INFORMATION CHECKLIST

☐ Business Financial Statements and Tax Returns

- Last three years' business state and federal income tax returns, including all supporting schedules; tax returns must be signed and dated
- Income statements and balance sheets

	Included	N/A	Comments
2013	☐	☐	
2014	☐	☐	
2015	☐	☐	
2016	☐	☐	

☐ Business Debt Schedule

- Current debt schedule showing all outstanding debt, type of debt, repayment terms, maturity date, collateral pledged and any loan covenants

☐ Personal Tax Returns

- Last three years' personal state and federal income tax returns, including all supporting schedules and any K-1s; tax returns must be signed and dated

	Included	N/A	Comments
2013	☐	☐	
2014	☐	☐	
2015	☐	☐	
2016	☐	☐	

☐ Current Bank or Brokerage Statement

- Last six months showing account holder's name(s) and ending balance to verify proof of assets as listed on your personal financial statement

☐ Supplementary Real Estate Information

- Please complete attached form

☐ Proof of U.S. Citizenship

☐ Driver's License

- Please provide an enlarged copy of your current driver's license.

☐ Business Plan

- JIB requires the proposed Operator to submit a business plan. The business plan must be approved by JIB management as part of the qualification process.
- Below is an example of areas that should be addressed in the business plan:

- The Competition	- Training	- Marketing Strategy	- Food Safety	- Officer's Comp/G&A
- Staffing	- Guest Service	- Cost Controls	- Maintenance Capital	- Succession Plan

I understand that providing the above listed items will expedite the processing of my Franchise Restaurant Application and refusal to provide documentation as requested may delay or deny the completion of processing my application.

Applicant's Signature _____ **Date** _____

© 2014 Jack in the Box Inc.

JACK IN THE BOX SUPPLEMENTAL INFORMATION
REAL ESTATE INFORMATION

Property Address _____ Date of Purchase _____

Legal Owner(s) _____

Purchase Price $ _____ Present Market Value $ _____

Total Mortgage Due _____

Rental Property? Yes ☐ No ☐ If yes, monthly income $ _____

Property Address _____ Date of Purchase _____

Legal Owner(s) _____

Purchase Price $ _____ Present Market Value $ _____

Total Mortgage Due _____

Rental Property? Yes ☐ No ☐ If yes, monthly income $ _____

Property Address _____ Date of Purchase _____

Legal Owner(s) _____

Purchase Price $ _____ Present Market Value $ _____

Total Mortgage Due _____

Rental Property? Yes ☐ No ☐ If yes, monthly income $ _____

Property Address _____ Date of Purchase _____

Legal Owner(s) _____

Purchase Price $ _____ Present Market Value $ _____

Total Mortgage Due _____

Rental Property? Yes ☐ No ☐ If yes, monthly income $ _____

Property Address _____ Date of Purchase _____

Legal Owner(s) _____

Purchase Price $ _____ Present Market Value $ _____

Total Mortgage Due _____

Rental Property? Yes ☐ No ☐ If yes, monthly income $ _____

© 2014 Jack in the Box Inc.

BUSINESS PLAN

Executive Summary

Briefly describe your organization and purpose of your business plan (i.e., rewrite, expansion, update, etc.).

Organization and Management

Ownership Information

Important ownership information that should be incorporated into your business plan includes:

- Franchise Operator, percentage ownership
- Names of partner(s), percentage equity ownership and extent of involvement

Organizational Structure

A simple but effective way to lay out the structure of your company is to create an organizational chart with a narrative description.

- *Management Profiles* – Include management participation levels, primary duties and responsibilities
- *Restaurant Staffing & Structure* – Describe the staffing strategy and structure for restaurant operations

Financing

Provide an overview of the planned sources for funding for this acquisition/development.

- What is the total start-up investment required?
- Will the business require additional funding down the road?

Market Analysis and Marketing Plan

SWOT Analysis

Provide a SWOT Analysis of the trade/market area, including size, competition and customer base.

- What are the internal strengths and weaknesses, as they relate to the business (i.e., resources, programs, organization)?
- What are the external opportunities and threats, as they relate to the business (i.e., industry trends, marketplace, competition)?

Marketing Strategy

Outline your marketing strategy for development, traffic generation and neighborhood or local marketing plans.

Operations Plan

Outline your operational plans and processes for the following:

Service

- Staffing
- Training and Development
- Hours of Operation
- Systems & Controls

Menu

- Food Quality
- Food Safety
- Food Production
- Supply Chain
- Pricing

Image

- Uniforms
- Interior and Exterior Maintenance

Financial Plan

Historical Financial Data

Supply historical data related to your company's performance – annual sales figures and growth

Prospective Financial Data

Describe what you expect your company to be able to do within the next five years, including plans for:

- Cost optimization and efficiency
  - Food & packaging
  - Labor
  - Maintenance & repairs
- Capital Planning and Maintenance
  - Equipment (not applicable to new site development)
  - Major repair (not applicable to new site development)
  - Reimage/Refresh

NOTE: Do not provide a pro forma or an estimate of sales or profits.

Risk Analysis

A risk is any uncertainty about a future event that threatens your organization's ability to accomplish its mission. Risk analysis can be as simple as asking these three (3) questions:

- What can go wrong (i.e., operations, management, financial, etc.)
- What will we do (both to prevent the risk event from occurring and in the aftermath of an "incident")?
- If something happens, how will we pay for it?

EXHIBIT F

NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into on the _____ day of _____, 20___, between JACK IN THE BOX INC., a Delaware Corporation, having its principal place of business at 9330 Balboa Avenue, San Diego, California 92123 ("JIB"); and _____, a _____corporation, having its principal place of business at _____ ("Prospective Franchisee") (collectively, "Parties").

WHEREAS, JIB is the owner of certain proprietary and confidential information, which may include but is not limited to financial data, operating procedures, marketing information, business strategies (hereinafter referred to as "Proprietary Information");

WHEREAS, Prospective Franchisee is interested in having access to such Proprietary Information for the purpose of determining whether it is interested in entering into a franchising relationship;

NOW THEREFORE, considering the following premises, and intending to be legally bound thereby, it is agreed as follows:

1. Prospective Franchisee will keep confidential the Proprietary Information that may be disclosed to it orally or in writing.

2. Proprietary Information may be disclosed by the Prospective Franchisee only to those of its employees, agents and consultants who need to know such Proprietary Information for the purpose described above, who have been informed of the confidential nature of such information, and who are obligated to maintain such information in confidence.

3. Prospective Franchisee will not disclose such Proprietary Information to any third party without the prior written consent of JIB.

4. Prospective Franchisee will not use such Proprietary Information for any purpose other than the purpose for which disclosed.

5. All tangible Proprietary Information furnished by JIB shall be subject to repossession by JIB at any reasonable time upon request, and at all times while in the possession of the receiving party shall be segregated and physically identified as JIB's property. All documents and other tangible expressions of the Proprietary Information shall be returned to JIB or be destroyed, if so instructed in writing by JIB.

6. Proprietary Information shall not include, and the obligations set forth above shall not apply to, information which:

   a. Was known to Prospective Franchisee prior to any disclosure by JIB;

   b. Is or shall become public information through no breach of this Agreement;

   c. Is received by Prospective Franchisee from a third party having no secrecy obligation to JIB with respect to such disclosed information; or

   d. Subsequently is developed, as evidenced by written documentation, by an employee, agent, or representative of Prospective Franchisee to whom Proprietary Information has not been divulged.

7. If Prospective Franchisee is requested or required to disclose Proprietary Information pursuant to a subpoena or an order of a court or governmental agency, it shall:

   a. Promptly notify JIB of the existence, terms and circumstances surrounding the governmental request or requirement;

   b. Consult with JIB on the advisability of taking steps to resist or narrow the request;

   c. Cooperate with JIB in its efforts to obtain an order or other reliable assurance that confidential treatment be accorded to that portion of the Proprietary Information that is required to be disclosed; and

   d. If disclosure of Proprietary Information is required, furnish only such portion of the Proprietary Information as Prospective Franchisee is advised by its counsel is legally required to be disclosed.

8. Should any provision of the present Agreement be declared unenforceable for any reason or found contrary to any federal or state statue, said provision will automatically cease to be a part of this Agreement without affecting any other provision or obligation thereof.

9. The waiver of any breach of non-enforcement of any provision of this Agreement shall not be construed to constitute a waiver of any other breach or provisions of this or any other Agreement.

10. This Agreement shall not be construed as a partnership, joint venture or other such arrangement (other than the parties hereto agree that this Agreement is for the purpose of protecting Proprietary Information only).

11. JIB has no obligation to supply Proprietary Information hereunder.

12. Nothing in this Agreement shall be deemed to grant a license directly, by implication, by estoppel, or otherwise to any Proprietary Information disclosed pursuant to this Agreement.

13. This Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflicts of law thereof. Each of the parties hereto submits itself hereby to the exclusive jurisdiction of the state or federal courts in the State of California, and waives any objection (on the grounds of lack of jurisdiction or forum non conveniens, or otherwise) to the exercise of such jurisdiction over it by any state or federal court in the State of California. San Diego, California shall be the sole venue for any legal action arising hereunder.

14. In the event any action at law or in equity is brought by either party to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs of suit.

15. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior and subsequent Agreements or understanding, oral or in writing, between the parties hereto in connection with the subject matter hereof. In the event of any conflict between this Agreement and any other agreement between the parties hereto, this Agreement shall control.

Each of the parties signing below on behalf of a legal entity represents that he/she is duly authorized to bind and obligate that entity to the terms of this Agreement.

PROSPECTIVE FRANCHISEE:	**JACK IN THE BOX INC.**
Print name: _____	Print name: _____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT G

LETTER OF INTENT

LETTER OF INTENT

Writer's Direct Phone:
858-571-2649 or 858-571-4091
Fax: 858-694-1501
E-Mail Address:
vanessa.fox@jackinthebox.com or grant.kreutzer@jackinthebox.com

SENT VIA EMAIL & FED-EX

DATE

NAME
ADDRESS
CITY, STATE ZIP

Re: Purchase of Franchise for JACK IN THE BOX No(s). _____

Dear:

This letter expresses the general intention of Jack in the Box Inc. (and its subsidiaries, as applicable) ("JIB") to sell, and your general intention to buy, the certain business assets of the above-referenced JACK IN THE BOX® restaurant(s) ("Franchised Restaurant(s)"), as well as to enter into related franchise agreements and leases. Although this letter of intent fairly represents our understanding of the future transaction, it is not a formal offer or a contract to purchase or to sell the business assets or to enter into any franchise agreement or lease. A binding contract will only be created when we sign a formal purchase agreement ("Purchase Agreement").

The basic terms and conditions upon which the business assets are expected to be transferred are as follows:

Buyer - Name and Ownership Interest

_____, Operator _____ ownership
_____, Non-operating partner _____ ownership

Assignment
Buyer proposes to:

____ [check] Hold the franchises in the name(s) of the individual owners listed above.

_____[check] Assign the franchises to a legal entity (i.e., a general partnership, corporation or limited liability company) that is wholly owned by the individuals listed above. If the name of the entity is known at this time, it is listed here: _____

Key Provisions of Purchase/Franchise/Lease
The key terms of this transaction are outlined in Exhibits A and B, which are attached hereto and incorporated herein by this reference.

Business Assets
You will buy all equipment currently at the Franchised Restaurants (other than leased equipment), goodwill not attributable to JIB's trademarks, and the right to enter into new Franchise Agreements and Leases (as applicable) for the sites, in exchange for the payments outlined in the table below and in Exhibits A and B.

Purchase Price @ Closing	$
Initial Franchise Fees	$
Estimated Sales Tax	$
Sub-Total	$
Less non-refundable Deposit- payable when Purchase Agreement is signed ("Deposit")	($ or 1% of the total)
Less non-refundable Application Fee- payable when this LOI is signed	($5,000)
Development Fees, if applicable ($25,000 per site)	$
Total Due at Closing	$
Escrow close date	Quarter , FY 20

Extensions for Agreements with less than 10 yrs of term
You acknowledge that the Franchised Restaurant(s) listed in the table below have less than ten (10) years remaining on the underlying leases, and therefore JIB is not able to offer a full twenty (20) year term on the Franchise Agreement(s) and Franchise Lease(s) for such site(s).

Accordingly, the Purchase Price payable at closing (as described above) reflects a proration of the portion of the Purchase Price attributable to the sites(s) listed below, based upon a ten (10) year term. If JIB is able to obtain additional term on the underlying lease(s) for the subject Franchised Restaurant, then you will have the option to elect to extend the Franchise Agreements and Franchise Leases for such additional term (up to a maximum of 20 years from the close of escrow), upon payment of the amounts set forth below. Note that as long as JIB is able to secure additional term sufficient to provide a total of ten (10) years from the commencement of the applicable Franchise Agreement(s) and Franchise Lease(s), and if you elect to extend the Franchise Agreement(s) and Franchise Lease(s) for such additional term, then the entire balance of the Purchase Price for such Location(s) shall be due and payable on the date set forth below. If the Buyer exercises its right to extend the term of the Franchise Agreement and Franchise Lease Agreement, Buyer shall pay additional Franchise Fees (IFF) of $2,500 per year multiplied for every year, or portion thereof, added to the term of the Franchise Agreement and Franchise Lease Agreement, up to a maximum Franchise Fee of $50,000.00. If JIB is not successful in obtaining additional time on its underlying lease for the Franchised Restaurant(s), Buyer shall

close and de-identify the restaurant(s) upon expiration of the Franchise Agreement(s) and Lease(s).

JIB	FA & FLS Term	FA & FLS Exp Date	Purchase Price	Amt due at close	IFF ($2,500/yr)	FA & FLS max. extension	Purchase Price Balance Due	Remaining Purchase Price Payment per Additional Year(s) Obtained (up to __ additional years)	Balance due date
			$	$	$		$	$	

Due Diligence Period

You will have until 5:00 p.m. (PST/PDT) on _____ (typically 45 days) to satisfy yourself as to your ability and desire to proceed with the transaction, including, without limitation: (i) your ability to obtain any necessary financing; (ii) your satisfaction with the condition of the assets. NOTE: You are accepting the business assets "AS IS" and "WHERE IS," without any representations or warranties from JIB.

ALL WALK-THRU'S AND INSPECTIONS MUST BE COMPLETED, AND A FORMAL REQUEST FOR REPAIRS MUST BE RECEIVED BY JIB, PRIOR TO THE DATE SET FORTH ABOVE. ANY AND ALL THIRD PARTY INSPECTIONS MUST BE SCHEDULED AND CONDUCTED AT THE SAME TIME AS THE WALK-THRU'S AND CANNOT OCCUR AT A LATER DATE. NO WALK-THRU'S ARE ALLOWED WITHOUT THE BUYER AND A JIB FACILITY MANAGER BEING IN ATTENDANCE. AS STATED ABOVE, JIB IS SELLING THESE RESTAURANTS IN AN 'AS-IS' AND 'WHERE IS' CONDITION, MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OF THE RESTAURANTS OR THE OTHER ASSETS BEING ACQUIRED, AND IS NOT OBLIGATED TO REPAIR OR FIX ANY CONDITIONS DETECTED DURING THE WALK –THRU'S OR INSPECTIONS.

Escrow

To consummate the transaction, an escrow will be established with Heritage Escrow Company. The parties will sign all escrow instructions and other documents necessary or appropriate in order to effectuate the closing. Escrow fees will be divided equally between you and JIB. Prorations of rent, taxes, and similar items will be made as of date of the close of escrow. You will be responsible for all sales and use taxes associated with this transaction.

Deadline for Submission of Financial Information, Application and Letter of Commitment

Concurrently with execution and return of this Letter of Intent, please provide: (i) bank statements for the three (3) months preceding the date hereof; and (ii) a copy of your lender's proposal letter, if available. If a proposal letter is not available, then please provide a completed lending term sheet in the form attached hereto as Exhibit C. In

addition, no later than _____, you must submit to JIB a copy of your letter of commitment from your lender. Finally, if you have not already done so, please return your completed franchise applications to Franchise Business Development, including a business plan and a capitalization plan.

Royalty and Marketing Fees
Royalty and Marketing fees for all Locations are set at 5%. See Exhibit A for details.

Special Circumstances of Certain Restaurants, if applicable
[Optional provision for former Quick Stuff Locations: Buyer acknowledges that Site No(s). _____are currently operated by JIB as part of a multi-use facility, which includes a gas station and convenience store. A third party operates the gas station and convenience store businesses. Before the close of escrow, you and JIB will sign an operating agreement that will set forth certain rights and responsibilities with respect to the use and operation of the Jack in the Box restaurant, and the management of the common areas at such sites.]

[Optional provision for co-brand Locations: Buyer acknowledges that JIB Nos. _____ are co-tenant locations.]

[Optional provision for potential SLBs: JIB No. ____ is listed as a potential sale/leaseback. Based on current pricing for such Franchised restaurant, the annual underlying rent is projected to be $_____ which is equivalent to __% of current/projected sales. Until such time as the Franchised Restaurant is sold, Buyer will pay rent according to the standard calculation of .90 x 9.5% of trailing 12 month sales, based upon current/projected sales. JIB shall have the right to pursue a sale/leaseback transaction with respect to such Franchised Restaurant, and upon completion of any such sale/leaseback transaction, then effective as of the close of escrow for such sale/leaseback transaction, minimum rent under the Franchise Lease shall be adjusted to the greater of: (a) the underlying rent payable by Seller pursuant to the master lease, or (b) an amount equal to 90% of trailing twelve (12) month sales, multiplied by 9.5%, prorated as necessary.]

[Optional provisions for other situations (e.g., potential takings, property management issues, rent or royalty issues, sale of owned properties, etc.)]

Permits and Licenses
Buyer shall be responsible for obtaining/transferring all required licenses and permits into Buyer's name, as well as for the payment of any and all application, licensing, transfer or connection fees and costs associated with Buyer's acquisition of the Assets and subsequent operation of the Locations, including, without limitation, the application fees and charges associates with obtaining the required FCC license for the operation of the drive through radio system.

Distribution Services
Buyer acknowledges that distribution services for JIB restaurants are provided by Meadowbrook Meat Company Inc., dba MBM Food Services ("MBM"). For California locations, the Buyer may choose to use either MBM or the franchise cooperative for distribution services. In order for JIB to notify the vendor of the Buyer's selection of

MBM, in a timely manner, please note your choice of distribution services by checking the appropriate box and initialing below. If you choose MBM, JIB will notify the vendor and either JIB or the vendor will arrange to have the required agreements sent directly to you. If you choose to use the franchise cooperative for distribution services, it will be your responsibility to contact the cooperative and coordinate such services directly. The contact for the franchise cooperative is Dave Woodruff (925-688-0522).

MBM ☐ Franchise Cooperative (only in California) ☐

_____
Buyer's Initials

Equipment Leases
You will lease certain technology equipment from JIB, as stated on Exhibit B. You may elect to continue or cancel the POS Service Contract for the system shown on Exhibit B.

Kiosks
For Locations that include a Kiosk, as indicated on Exhibit B, Franchisee shall be obligated to retain the Kiosk. The Franchisee shall enter into a new contract with the vendor as of the Closing Date.

Bulk Oil
For Locations that include a Bulk Oil system, as indicated on Exhibit B, Franchisee shall have the choice to either keep such system or elect to have it removed prior to the close of escrow. If Franchisee elects to retain the Bulk Oil system, Franchisee will be required to enter into a new contract with the vendor (RTI), effective as of the Closing Date. If Franchisee elects to have the Bulk Oil system removed, Franchisee shall notify JIB in writing at least 30 days prior to the Closing Date, and JIB shall cause the removal of the Bulk Oil system prior to the Closing Date. If Franchisee elects to have the Bulk Oil system removed, then Franchisee shall pay any and all costs for removal and return of the equipment to RTI, together with any and all termination fees or other fees.

Compusafe
For those Locations that have the Compusafe system installed, as indicated on Exhibit B, Franchisee will have the choice to either keep such system or elect to have it removed prior to the close of escrow. If Franchisee elects to retain the Compusafe system, Franchisee will be required to enter into a new contract with the vendor, effective as of the Closing Date. If Franchisee elects to have the Compusafe system removed, Franchisee shall notify JIB in writing at least 30 days prior to the Closing Date, and JIB shall cause the removal of the Compusafe system prior to the Closing Date. If Franchisee elects to have the Compusafe system removed, JIB shall use reasonable efforts to use the equipment at another company operated Location and, if JIB is successful in relocating the Compusafe equipment to another Location, JIB shall pay for any relocation costs. However, if JIB is not able to use the Compusafe equipment at another company operated Location, despite its reasonable efforts to do

so, then Franchisee shall pay any and all costs for removal and return of the equipment to the vendor, together with any and all termination or other fees.

Firewall
For any Locations that have a special information systems firewall installed, or require a firewall, either due to the systems required pursuant to the RTI contract, the Compusafe contract, or otherwise, Buyer shall be responsible to install and(or) retain such firewall at the subject Locations, at Buyer's sole cost and expense. If the firewall is no longer necessary due to Franchisee's election to remove the Bulk Oil and(or) Compusafe systems, then JIB shall cause the removal and return of any all equipment or software associated therewith, and Franchisee shall pay any and all costs for such removal and return, together with any and all termination or other fees. See Exhibit B for firewall information.

Reimage
You must complete the re-image of and upgrade to the new logo signage for each of the Franchised Restaurant(s) listed in Exhibit A on or before the dates referenced on that Exhibit. Such re-image will be at your cost.

Notwithstanding the provisions of Exhibit A regarding any requirements to complete restaurant reimages or to install new signage at the Locations, Buyer agrees and acknowledges that Buyer shall be obligated to comply at all times with the provisions of Section 5.A. of the Franchise Agreement for each of the Locations. Such section requires, among other things, (i) that the Locations be kept in good condition and in conformity with the "System" (as defined therein), and (ii) that Buyer make any improvements and alterations as may be determined by JIB to be necessary. [Optional provision for sites that have been reimaged: With respect to the subject Locations, since it has been a number of years since JIB completed the reimage work, following the closing JIB may require Buyer to complete such building upgrades, maintenance and repair work, and(or) refurbishment of the Locations, as JIB deems necessary.]

Development Agreement
As a condition to the closing, Buyer will sign a development agreement using JIB's standard form agreement, pursuant to which Buyer will commit to opening _____ new Jack in the Box restaurants within _____ years from the date this letter is executed within the _____ market area, to be further defined by JIB in the Development Agreement. The Development Fee of $25,000 per restaurant will be due at the close of escrow.

Binding Terms of this Letter of Intent

The only terms of this letter of intent that are binding upon the parties are as follows:

1. The parties acknowledge and agree that this letter does not create a binding obligation, express or implied, on the part of either you or JIB to purchase or sell the Franchised Restaurants. Such a binding obligation will be created only upon the signing by you and JIB of a mutually satisfactory Purchase Agreement, which will be prepared by JIB.

2. The parties expressly acknowledge and agree that the final terms of this transaction will be subject to the approval of the senior management group of JIB, as well as JIB's approval of your Franchise Restaurant Application, your financial conditions, and satisfactory completion of interviews and training.

3. The parties acknowledge and agree that any business decisions either party makes in anticipation of a definitive agreement are undertaken at the sole risk of the party making those business decisions, even if the other party is aware of, or has indicated approval of such business decisions.

4. The parties acknowledge and agree that, because the terms set forth in this letter of intent are non-binding, neither party has any obligation to proceed with the intended transaction.

5. At closing, you will accept all of the assets and the Franchise Restaurants in their existing "as-is" and "where is" condition, based solely on your own investigations, inspections, reviews and studies, without representation or warranty of any kind by JIB, except as specifically set forth in the Purchase Agreement.

   In addition to any other provisions in the Purchase Agreement, Buyer shall waive any rights against Seller and expressly releases Seller from any liability with respect to any ADA compliance issues at the Franchised Restaurants, and Buyer acknowledges and agrees that Buyer shall be responsible, at its sole cost and expense, for any work necessary to bring the Franchised Restaurants into compliance with any and all ADA requirements. In the event Buyer elects to engage a third party expert to survey the Franchised Restaurants for compliance with ADA issues, JIB will provide to such expert any current ADA information Seller may have in its possession; provided, however, that such information shall be made available to Buyer's expert without any guaranties, warranties, or representations of any kind whatsoever, and Seller shall have no duties or obligations of any kind to conduct any investigations or inspections of the Franchised Restaurants to determine the accuracy or completeness of any such information.

   Buyer acknowledges and agrees that Seller may have directed Buyer to one or more websites or otherwise provided Buyer with information regarding the typical due diligence process for transactions of the type contemplated herein. However, by signed below, the Buyer acknowledges that (i) it is Buyer's responsibility to complete all due diligence investigations, inspections, reviews and studies that Buyer may deem necessary or appropriate in connection with this transaction, and (ii) Seller urges Buyer to seek the advice of its legal counsel and (or) other advisors regarding the proposed transaction, but that Seller shall have no duty to ensure that Buyer has do so.

6. The application fee referenced below is fully earned by JIB upon receipt and is non-refundable, but will be applied against the purchase price for the business assets upon the close of escrow.

Please carefully review the terms and conditions set forth in this letter. If they are acceptable, you should provide all information requested, sign a copy of this letter, and return it to JIB along with an application fee of $5,000. If we do not receive a signed copy of this letter and all other information required in connection herewith by _____, JIB will assume you have decided not to pursue this transaction.

Sincerely,

Jack in the Box Inc.

By:_____
Name:_____
Title:_____

The foregoing is acknowledged and agreed to this___ day of _____, 20__.

By: _____
_____,Operator

By: _____
_____,Partner

cc: Shannon Rutkowski
RFD
Shane Paul
Vanessa Fox
Marnee Woods
Cindy Person
Lisa Bell

EXHIBIT A
RESTAURANT INFORMATION

JIB #	Site Address	City	State	Zip	FA & FLS Exp Date	Term of FA & FLS	IFF	Initial Min. Rent (2)	% Rent	Rent Increase Dates (1)	Rent Increases (1)	Royalty Fee	Marketing Fee	Reimage

NOTES:

(1) In the event of a conflict between this schedule and the provisions of the Master Lease, the Master Lease shall govern.

JIB Rent Increases: JIB's Minimum Rent will be increased according to the terms of the Master Lease, and such increases will be added to the franchisee's minimum rent according to the terms of the Franchise Lease and Landlord's Interest Addendum. These increases shall be added to franchisee's minimum rent according to the schedule above.

(2) Restaurant No(s). _____ has/have underlying rent in excess of .90 x 9.5% of trailing 12 month sales. The standard rent calculation is the greater of underlying rent or .90 x 9.5% of trailing 12 month sales. Accordingly, the initial rent set forth above for Restaurant No(s). ____ is/are equal to such underlying rent.

EXHIBIT B
EQUIPMENT

	JIB #	CBT Mo. Cost	Lease Exp. Date	NCR/POS Mo. Cost	Lease Exp. Date	Kiosk Mo. Cost	Lease Exp. Date	Bulk Oil Installed	Bulk Oil Monthly Cost	Lease Exp Date	CompuSafe Installed	Safe Monthly Cost (~$490)	Firewall Installed	Firewall Monthly Cost (~$55)	Notes
1															
2															
3															
4															
5															
6															
7															
8															
9															
10															
11															
12															
13															
14															
15															
16															
17															
18															
19															
20															

NOTES:

(1) When the POS and CBT leases expire, the franchisee will have the option to buy out the lease or purchase new equipment. The POS Service Contracts run on a calendar year. If the franchisee elects to cancel the service contracts, cancellation fees will apply.

(2) For Locations that include a Kiosk, Franchisee shall be obligated to retain the Kiosk. The Franchisee shall enter into a new contract with the vendor as of the Closing Date.

(3) For Locations that include a Bulk Oil system, Franchisee shall have the choice to either keep such system or elect to have it removed prior to the close of escrow. If Franchisee elects to retain the Bulk Oil system, Franchisee will be required to enter into a new contract with the vendor (RTI), effective as of the Closing Date. If Franchisee elects to have the Bulk Oil system removed, Franchisee shall notify JIB in writing at least 30 days prior to the Closing Date, and JIB shall cause the removal of the Bulk Oil system prior to the Closing Date. If Franchisee elects to have the Bulk Oil system removed, then Franchisee shall pay any and all costs for removal and return of the equipment to RTI, together with any and all termination fees or other fees.

(4) For Locations that have the Compusafe system installed, Franchisee will have the choice to either keep such system or elect to have it removed prior to the close of escrow. If Franchisee elects to retain the Compusafe system, Franchisee will be required to enter into a new contract with the vendor, effective as of the Closing Date. If franchisee elects to have the Compusafe system removed, Franchisee shall notify JIB in writing at least 30 days prior to the Closing Date, and JIB shall cause the removal of the Compusafe system prior to the Closing Date. If franchisee elects to have the Compusafe system removed, JIB shall use reasonable efforts to use the equipment at another company operated Location and, if JIB is successful in relocating the Compusafe equipment to another Location, JIB shall pay for any relocation costs. However, if JIB is not able to use the Compusafe equipment at another company operated Location, despite its reasonable efforts to do so, then Franchisee shall pay any and all costs for removal and return of the equipment to the vendor, together with any and all termination fees. Compusafes have a 5-yr lease term with the armored car company. The service includes two day a week pick-up of funds and reporting from the company with regard to safe activity.

(5) For any Locations that have a special information systems firewall installed, or require a firewall, either due to the systems required pursuant to the RTI contract, the Compusafe contract, or otherwise, Buyer shall be responsible to install and(or) retain such firewall at the subject Locations, at Buyer's sole cost and expense. If the firewall is no longer necessary due to Franchisee's election to remove the Bulk Oil and(or) Compusafe systems, then JIB shall cause the removal and return of any all equipment or software associated therewith, and Franchisee shall pay any and all costs for such removal and return, together with any and all termination or other fees. Cost of the firewall is approx. $55 per month for 2 years from date of installation, then approx. $40 per year for maintenance for the next 3 years.

(6) For any Locations that have an HME System, Buyer shall be responsible for the payment of any and all application, licensing, transfer or connection fees and costs associated with Buyer's acquisition of the Assets and subsequent operation of the Locations, including, without limitation, the application fees and charges associated with obtaining the required FCC license for the operation of the drive through radio system.

LENDING TERM SHEET
(or attach bank proposal/letter, if available)

Proposed Lender: _____

Operator	_____	_____%
Partner	_____	_____%
Partner	_____	_____%
Partner	_____	_____%
Partner	_____	_____%
Partner	_____	_____%
Partner	_____	_____%
Partner	_____	_____%

Guarantor(s) _____

Name of Borrowing Entity _____

Equity Injection (minimum of 20% unless recapitalizing existing loans): _____

Loan Amount: _____

Payment Terms: _____

Interest Rate: _____

3rd Party Mezzanine Financing: _____Yes _____No Amount:_____

Proposed Lender for Mezzanine Financing: _____

This is an accurate description of the terms of the loan I expect to be offered by the above lender.

I understand that JIB will be relying upon the terms stated above until a letter of commitment is provided by the lender and JIB reserves the right to cancel the proposed transaction if the lending terms significantly change.

By: _____

Print Name: _____

Date: _____

EXHIBIT H

STATEMENT OF PROSPECTIVE FRANCHISEE

STATEMENT OF PROSPECTIVE FRANCHISEE

Jack in the Box Inc. (JIB) and I have an interest in making sure that no misunderstandings exist between us, and in verifying that no violations of law have occurred in connection with my purchase of a franchise. This document is intended to do that. I understand that JIB is relying on the statements I make in this document. With this understanding, I represent to JIB that the following is true and correct:

1. No representatives of JIB have made any oral or written promises, agreements, commitments, or representations (collectively, "representations"), to me that were inconsistent with the FDD, the Franchise Agreement or any other written documents I have been provided. This includes, but is not limited to, representations regarding marketing, locating a site, or territorial rights. I have not relied in any way on any representation made by JIB except those expressly set forth by JIB in writing. The only exception to this statement is as follows:

   _____

   _____

   (If none, the prospective franchisee should write NONE.)

   Prospective Franchisee's Initials: X_____

2. No representatives of JIB have made any oral or written claim, guarantee or representation (including, but not limited to, charts, tables, spreadsheets or mathematical calculations) that stated or suggested any specific level or range of actual or potential sales, costs, income, expenses, or profits (or information from which such items might be ascertained) regarding Jack in the Box restaurants, other than the disclosures in Item 19 of the FDD, and financial statements from company-operated restaurants I had a genuine interest in franchising. The only exceptions to this statement are as follows:

   _____

   _____

   (If none, the prospective franchisee should write NONE.)

   Prospective Franchisee's Initials: X_____

3. I understand that the agreements I am signing contain no contingencies for me to obtain financing, or to select or acquire a site.

   Prospective Franchisee's Initials: X_____

4. I understand that the purchase of a Jack in the Box ® franchise is a speculative investment, and that there is no guaranty against possible loss or business failure.

   Prospective Franchisee's Initials: X_____

I understand all of the foregoing, and represent and warrant that all of the above statements are true, correct and complete.

Date: _____

PROSPECTIVE FRANCHISEE

X_____
Signature

_____
Printed Name

EXHIBIT I

PURCHASE AGREEMENT

PURCHASE AGREEMENT

JIB No(s). _____

This Purchase Agreement (which together with the Exhibits attached hereto and other documents incorporated herein by reference, is referred to as the "Agreement") is entered into as of _____, between JACK IN THE BOX INC., a Delaware corporation [OR JACK IN THE BOX EASTERN DIVISION L.P., a Texas limited partnership] (sometimes hereinafter referred to as "JIB" or "Seller"), whose address is 9330 Balboa Avenue, San Diego, CA 92123, and _____ (collectively, "Buyer"), whose address _____.

RECITALS

Seller is the owner of the JACK IN THE BOX restaurant businesses identified in Schedule 1 attached hereto and incorporated herein by this reference (sometimes referred to herein as the "Location(s)"). Buyer desires to become a franchisee for each of the Locations under Franchise Agreements with Seller, or its parent company, and the tenant under a Franchise Lease with Seller for each of the Locations.

This Agreement sets forth the terms upon which: (i) Seller will sell and Buyer will purchase all of the assets of the businesses operated at the Locations, except as specifically excluded herein; and (ii) Seller, or its parent company, and Buyer will enter into a Franchise Agreement and Seller and Buyer will enter into a Franchise Lease for each of the Locations. [Optional]; and (iii) Seller, or its parent company, and Buyer will enter into a Development Agreement relating to future development by Buyer of _____ ( ) new Jack in the Box restaurants within _____ ( ) years from the date hereof in the _____ market, which agreement shall be on JIB's standard form, modified to reflect the parties' agreement ("Development Agreement").]

NOW THEREFORE, in consideration of the promises and the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Buyer and Seller agree as follows:

1. INCORPORATION OF RECITALS

The above recitals are incorporated as terms of this Agreement as though fully set forth hereafter.

2. PURCHASE OF ASSETS

Upon the terms and subject to the conditions set forth in this Agreement, Seller and Buyer agree that at the "Closing" (as defined below):

A. Seller shall sell and convey and Buyer shall purchase:

(i) All furniture, fixtures, equipment, small wares, replacements and other personal property (the "Business Assets") which

are owned by Seller and present at the Locations on the "Closing Date" (as defined below).

(ii) Wholesome food, paper goods, supplies and serviceable uniforms (the "Additional Assets") which are present at the Locations on the Closing Date, all as determined by the inventory described in Section 6 of this Agreement.

(iii) The cash in the restaurant change drawers and other petty cash at the Locations on the Closing Date (the "Stand Bank").

(iv) The items described in subparagraphs (i), (ii) and (iii) above shall be collectively referred to hereafter as the "Assets."

B. Seller, or its parent company, and Buyer shall execute a Franchise Agreement and a Franchise Lease for each of the Locations, the provisions of which shall be consistent with Seller's current Franchise Disclosure Document ("FDD"). The marketing and royalty fees under the Franchise Agreements, the term of each of the Franchise Agreements and Franchise Leases, and the rents payable under the Franchise Leases for each of the Locations shall be as set forth in Schedule 2, attached hereto and incorporated herein by this reference. Buyer agrees and acknowledges that: (i) the estimated minimum rents set forth on Schedule 2 were calculated based upon restaurant sales during the immediately preceding twelve (12) month period using Seller's standard rent calculation formula, (ii) such rents may be adjusted prior to the applicable Closing Date based upon more recent sales information, and (iii) final minimum rents under the Franchise Leases shall be determined as of the applicable Closing Date based upon restaurant sales during the twelve (12) month period immediately preceding such Closing Date; provided, however, in no event will the final minimum rents under the Franchise Leases be less than the rent payable by Seller pursuant to the Master Lease(s) for any Location. Buyer further agrees and acknowledges that the minimum rents payable under the Franchise Leases will be increased from time to time in accordance with the provisions thereof to reflect increases payable by Seller pursuant to the Master Lease for each of the Locations. [Optional Provision for potential SLB sites: With respect to Location No(s). , Buyer acknowledges that JIB currently owns such Location(s). JIB shall have the right to pursue a sale/leaseback transaction with respect to such Locations, and upon completion of any such sale/leaseback transaction(s), then effective as of the close of escrow for such sale/leaseback transaction(s), minimum rent under the Franchise Lease for the subject Location(s) shall be adjusted to the greater of: (a) the underlying rent payable by JIB pursuant to the master lease, or (b) an amount equal to 90% of trailing twelve (12) month sales, multiplied by 9.5%, prorated as necessary.]

C. Buyer shall execute and deliver to Seller one or more Releases in a form acceptable to Seller, in its sole discretion ("Release(s)").

D. Buyer and Seller agree and acknowledge that Seller shall sell, transfer and convey to Buyer the entire restaurant businesses operated at the Locations, including all employees. As such, Seller will not be terminating the employment of any of the existing employees at the Locations prior to the Closing. Buyer shall assume responsibility for all such employees as part of the

transaction which is the subject of this Agreement, and Buyer shall be responsible for and assume any and all liability relating to any notice of termination of employees following the Closing.

E. Buyer agrees and acknowledges that those Locations listed on the attached Schedule 3 have been designated for inclusion in the JIB interior and exterior reimage project, and that Buyer shall be responsible for completing the contemplated reimage of each such Location on or before the date listed on Schedule 3. Such reimage shall be completed according to the guidelines and processes outlined in the Jack in the Box Franchisee Reimage Manual, which was previously provided to Buyer, including JIB's approval of all plans and specifications for such work. All such reimage work shall be at the sole cost and expense of Buyer. Notwithstanding the provisions of Schedule 3 regarding any requirements to complete restaurant reimages or to install new signage at the Locations, Buyer agrees and acknowledges that Buyer shall be obligated to comply at all times with the provisions of Section 5.A. of the Franchise Agreement for each of the Locations. Such section requires, among other things, (i) that the Locations be kept in good condition and in conformity with the "System" (as defined therein), and (ii) that Buyer make any improvements and alterations as may be determined by JIB to be necessary. [Optional provision for sites that have been reimaged: With respect to the subject Locations, since it has been a number of years since JIB completed the reimage work, following the closing JIB may require Buyer to complete such building upgrades, maintenance and repair work, and(or) refurbishment of the Locations, as JIB deems necessary.]

F. [OPTIONAL PROVISION] With respect to Location No(s). , the parties agree as follows:

(i) As indicated on Schedule 2, the term of the Franchise Agreement and Franchise Lease for Location No. will be approximately ( ) years, expiring . The parties agree and acknowledge that the portion of the "Purchase Price" (as defined below) attributable to Location No. and payable at the Closing has been adjusted to account for the short term being offered Buyer on the Franchise Agreement and Franchise Lease for Location No. , and that the portion of the Purchase Price attributable to Location No. and payable by Buyer at Closing is $. Buyer shall pay the remainder of the Purchase Price for Location No. , if at all, in accordance with the provisions below.

(ii) Seller may, but shall have no obligation to, attempt to obtain one or more extensions of the term of its Master Lease(s) for Location No. . If Seller is successful in obtaining additional time on its Master Lease(s), Buyer will have the right to extend the term of the Franchise Agreement and Franchise Lease for Location No. for up to a total of an additional ( ) years (expiring no later than 20 years following the Closing Date), but in no event longer than the extension of JIB's Master Lease(s); provided, however, that in order to exercise such right to

extend the term of its Franchise Agreement and Franchise Lease, at the time of such exercise and at all times until (a) Buyer and Seller have executed formal documents extending the term of the Franchise Agreement and Franchise Lease for Location No. _____, and (b) Buyer has paid all amounts due under subparagraph (iii) below, Buyer shall comply in all respects with the provisions of the Franchise Agreement and Franchise Lease for Location No. _____ and shall not be in default under any provisions thereof.

(iii) In each instance that Seller is able to renew the term of its Master Lease(s) for Location No. _____ and each time Buyer exercises its right to extend the term of the Franchise Agreement and Franchise Lease, Buyer will make additional payments to Seller toward the balance of the Purchase Price attributable to Location No. _____ equal to $ _____ for each additional year that Seller is able to provide to Buyer, up to a total payment for Location No. _____, including the portion of the Purchase Price payable for Location No. _____ paid at Closing, equal to $ _____. Buyer shall also pay an additional $2,500.00 Franchise Fee for Location No. _____ for every additional year Seller is able to provide to Buyer, up to a maximum Franchise Fee of $50,000.00. Any additional Franchise Fee payable hereunder and any payment toward the balance of the Purchase Price attributable Location No. _____ shall all be due and payable no later than ninety (90) days after JIB has received a written extension signed by the landlord(s) for the Master Lease(s); provided, however, that JIB may, but shall not be obligated to, execute a written extension of the Franchise Agreement and Franchise Lease prior to the date that Buyer has paid all outstanding amounts hereunder, and if Buyer fails to pay such amounts by the date which is sixty (60) days prior to the expiration date of the Franchise Agreement and Franchise Lease, then Buyer's election to extend the Franchise Agreement and Franchise Lease for Location No. _____ may, at JIB's option, exercised in its sole and absolute discretion, be deemed null and void. Any payments not made in a timely manner shall be subject to a late fee equal to 18% per annum until paid in full.

(iv) If JIB is not successful in obtaining additional time on its Master Lease(s) for Location No. _____, or if in any instance (a) Buyer elects not to extend the term of its Franchise Agreement and Franchise Lease for Location No. _____, or (b) Buyer's election to extend the Franchise Agreement and Franchise Lease for Location No. _____ is deemed null and void, then the Franchise Agreement and Franchise Lease for such Location shall expire according to their terms and Buyer shall vacate and surrender possession of Location No. _____ prior to such expiration date. In such event, JIB shall have the right to take possession of the subject Location and operate a Jack in the Box restaurant thereon or refranchise the Location to a different operator, in JIB's sole discretion.

G. With respect to Location No(s). , the parties agree as follows:

(i) Buyer acknowledges that JIB is in the process of completing construction of a new Jack in the Box restaurant at Location No. . JIB shall be responsible for construction of such new Jack in the Box restaurant, using such contractors and material suppliers as JIB shall select, in its sole discretion. JIB shall construct such improvements in a good and workmanlike manner, in accordance with all applicable laws, rules, regulations, ordinances and codes and, upon completion of construction thereof, Buyer shall accept the restaurant on an "AS IS" basis, without warranty or representation by JIB.

(ii) Upon completion of construction, including installation of the restaurant equipment, JIB shall turn the newly constructed restaurant over to Buyer and Buyer will commence business operations at Location No. as soon as possible following such turnover, including, without limitation, hiring employees and opening the restaurant for business. Buyer shall be responsible for contracting directly with Coca-Cola for the purchase and installation of beverage station equipment, all at Buyer's sole cost and expense. The parties agree that Buyer shall have the right to enter Site No. prior to the turnover for the purpose of: (1) cleaning, (2) stocking shelving in anticipation of restaurant opening, and (3) conducting employee training (collectively, "Pre-Opening Activities"), all in accordance with the following:

(a) Buyer shall be granted access for the purpose of performing the Pre-Opening Activities, which shall consist only of Pre-Opening Activities described herein and(or) such other activities as may be approved in advance by JIB. Specifically, and without limitation, Buyer shall not prepare or serve food prior to turnover. Buyer shall coordinate the Pre-Opening Activities with JIB and its contractors, and Buyer shall not interfere in any manner with the activities of JIB and(or) its contractors. JIB shall notify Buyer, in writing, with the date that Buyer will be granted access to Site No. for the purpose of conducting the Pre-Opening Activities.

(b) The Pre-Opening Activities shall be performed by Buyer at its sole cost and expense. Buyer assumes all risk associated with the performance of the Pre-Opening Activities, and shall indemnify, defend and hold JIB and its agents, representatives, assigns, employees, officers and directors, harmless from and against any and all claims, demands, actions, judgments, losses, liabilities, costs or expenses of any kind, including without limitation, attorneys' fees and costs incurred or arising directly or indirectly out of or in connection with the performance of the Pre-Opening Activities or the entry onto Site No. . In no event shall JIB or JIB's insurance carrier be liable for any loss, cost, damage or expense arising out of death of or injury to persons, or loss of or

damage to property caused by or resulting from any acts or omissions of Buyer or its servants, employees and/or agents.

(c) Prior to entering onto Site No. _____, Buyer shall obtain all insurance coverage required under JIB's standard Franchise Lease and shall provide JIB with certificates of insurance indicating such coverages.

(ii) Immediately upon completion of construction of the new restaurant, or earlier as may be required by either party, JIB and Buyer shall execute a then-current form of Franchise Agreement and Franchise Lease for Location No. _____, which will be effective upon Buyer's commencement of business at Location No. _____, and shall have a term of _____ years. Upon execution of such franchise documents, Buyer will pay to Seller that portion of the Purchase Price attributable to Location No. _____, in the amount of $ _____, plus applicable sales and use taxes, and a franchise fee of $ _____, and shall otherwise comply in all respects with the obligations set forth therein.

(iii) The initial rent for Location No. _____ under the Franchise Lease will be as set forth on Schedule 2, subject to adjustment in accordance with paragraph 2.B. above.

H. [OPTIONAL PROVISION] Buyer acknowledges that Location No. _____ is part of a multi-use facility, which includes a gas station and convenience store. Following the Closing, the gas station and convenience store facilities at the Location shall continue to be operated by a third party, and Buyer and Seller shall execute an operating agreement for such Location that will set forth the parties' rights and responsibilities with respect to the use and operation of the Jack in the Box restaurant, the gas station and convenience store businesses, and the common areas at such Location ("Operating Agreement").

I. [OPTIONAL PROVISION] The parties agree and acknowledge that Buyer has requested that certain repairs be made to certain of the Locations, as described on Schedule 4, attached hereto and incorporated herein by this reference. Buyer and Seller have agreed that in lieu of Seller making any such repairs, at Closing Buyer shall receive a credit toward the Purchase Price in the amount of $ _____ for the cost thereof, and Buyer shall be responsible, at Buyer's sole cost and expense, with completing all required repairs to the subject Locations. Buyer shall complete all of the repairs described in Schedule 4 on or before the date which is 90 days following the Closing Date and, if Buyer has not completed such work with respect to all or any individual Locations within such 90 day time frame, then Seller shall be authorized and shall have the right to immediately debit Buyer's account for the amount allocated on Schedule 4 to the uncompleted repair work. Seller shall have the express right to conduct any inspections of the Locations as Seller deems necessary or appropriate to determine whether such repairs have been completed. Notwithstanding the foregoing, Buyer agrees and acknowledges that nothing set forth in this Amendment shall constitute a warranty or representation by Seller of any kind

and that Buyer is acquiring the Locations in an AS IS, WHERE AS condition in accordance with paragraph 7 below."

3. PURCHASE PRICE; OTHER PAYMENTS

A. The purchase price for the Assets ("Purchase Price") shall be the sum of the amounts described in sections (i) and (iii) below:

(i) Buyer shall pay to Seller $_____ for the Business Assets [Optional] of which $_____ shall be payable at the Closing.

(ii) In consideration of the purchase by Buyer of the Additional Assets and the Stand Bank for each of the Locations, within 30 days after receipt of a billing from Seller, for each of the Locations, Buyer shall pay to Seller the sum of: (a) an amount equal to JIB's current price to Franchisees who buy from JIB for food and packaging, and (b) an amount equal to the Stand Bank.

B. In addition to the Purchase Price, Buyer shall pay to Seller through Escrow at the Closing the franchise fees described on Schedule 2, for a total of $_____, as described in the Franchise Agreements ("Franchise Fee(s)").[Optional: , except that the Franchise Fee for Location No. ____, as described on Schedule 2, shall be paid in accordance with paragraph 2.G. above.] [Optional: In addition, at the Closing, Buyer shall pay to Seller through Escrow that portion of the development fee which is required to be paid upon execution of the Development Agreement, as described therein ("Development Fee(s)").]

C. Concurrently with execution of the Agreement by Buyer and delivery thereof to Seller, Buyer shall deposit into Escrow $_____ (the "Deposit"), in cash or by wire transfer of funds. The Deposit shall be placed into an interest-bearing account, and the Deposit, plus interest thereon, shall be applied and credited towards the Purchase Price at the Closing. If Escrow fails to close due to the failure of the conditions set forth in Sections 5.B. or 5.C. below, or in the event of a default by Seller under this Agreement, then the entire Deposit shall be refunded to Buyer.

D. [OPTIONAL PROVISION] Provided that the contingency set forth in Section 5.B.(iii) has been satisfied or waived by Seller prior to the Closing Date, Seller shall provide interim short term financing to Buyer in the amount of the Purchase Price, less any downpayment required by Seller, plus the Franchise Fees and any prorations or closing costs which are the responsibility of Buyer. Such financing shall be upon Seller's standard terms and conditions, which shall include a due date of _____, interest at ___% per annum and a default rate of 12%, and shall be secured, among other things, by a lien on the Assets in favor of Seller. At Seller's option, such interim financing shall be documented by one or more promissory notes, security agreements and other documents to be executed and delivered to Seller on the applicable Closing Date (collectively,

"Financing Documents"). Buyer and Seller shall deliver originally executed financing documents, in a form acceptable to Seller, to escrow at least one business day prior to the applicable Closing Date.

E. Buyer shall be responsible for the payment of any and all application, licensing, transfer or connection fees and costs associated with Buyer's acquisition of the Assets and subsequent operation of the Locations, including, without limitation, the application fees and charges associated with obtaining the required FCC license for the operation of the drive-through radio system.

F. Buyer has previously delivered to Seller an application fee of $5,000.00, which is hereby deemed fully earned by Seller and shall be non-refundable, but shall be applied toward the Purchase Price at the First Closing.

F. Rents, taxes and other charges due under the Franchise Agreements and Franchise Leases shall be prorated through Escrow as of the Closing Date.

G. Prior to Closing, Buyer shall execute and deliver to Seller an Authorization for Direct Deposit Withdrawal, as required by the Franchise Agreements.

4. ESCROW

This transaction shall be conducted insofar as is necessary to effectuate its purpose through one or more escrows to be opened with The Heritage Escrow Company, 2550 Fifth Avenue, San Diego, CA 92103 (the "Escrow(s)"). The parties agree to execute such escrow instructions (the "Escrow Instructions") as may be necessary or appropriate to effect the purpose and intent hereof and that this Agreement shall be attached to the Escrow Instructions as an exhibit and shall remain in full force and effect; provided, however, that in the event of any inconsistency between the provisions of the Agreement and the Escrow Instructions, the provisions of this Agreement shall govern. All costs of the escrow shall be borne equally by Buyer and Seller. Buyer shall pay any sales, use and other taxes which may arise as a result of this transaction.

5. CLOSING; CONDITIONS TO SELLER'S OBLIGATIONS

A. Provided all the terms and contingencies and conditions of this Agreement have been fulfilled or waived in writing this transaction shall be completed through a closing ("Closing") on or before _____ ("Closing Date").

B. The following shall constitute conditions precedent to Seller's obligations under this Agreement. Seller shall determine, in its sole discretion, whether such conditions have been satisfied as of the Closing Date. If prior to the Closing Date any of the conditions are not met, and Seller has not waived the unmet condition, this Agreement shall terminate, Buyer shall be entitled to the return of its Deposit, and the parties shall have no further obligations hereunder.

(i) Buyer shall have received expansion approval from Seller.

(ii) The terms and provisions of this transaction shall have been approved by Seller's executive management.

(iii) Seller shall have reviewed and approved Buyer's financial status and liquidity, including, without limitation, Buyer's bank statements, financial statements, loan term sheets and(or) commitment letters, and such other information as may be requested by Seller, in its sole discretion, to determine Buyer's financial capability to complete the transaction contemplated in this Agreement. Buyer shall cooperate with Seller in connection with the foregoing condition by promptly providing to Seller any and all such documents and information requested by Seller.

(iv) [OPTIONAL] Seller shall have reviewed and approved Buyer's financial statements and other information requested by Seller to determine Seller's creditworthiness with respect to the financing contemplated in Section 3.D. above.

C. As an additional condition precedent for the Closing, prior to the Closing Date the parties shall have received the written consent to sublease each of the Locations from any third party where consent is required under any lease for a Location. Buyer shall be responsible for any reimbursements or payments due to any third parties in connection with obtaining any required consents.

D. Buyer agrees and acknowledges that Seller, or its parent company, is currently a party to agreements for (i) POS systems and equipment; (ii) certain restaurant management systems and equipment, including, without limitation, back office and computer-based training systems and equipment; and (iii) satellite network equipment and services (collectively, "Technology Contracts"). As an additional condition precedent to the Closing, prior to the Closing Date, Buyer and Seller, or its parent company, shall enter into one or more agreements pursuant to which Buyer shall sublease, sublicense, acquire the applicable equipment, systems, maintenance contracts and(or) software, or otherwise assume Seller's obligations with respect to the Technology Contracts. Such agreements between Buyer and Seller shall be on Seller's standard forms and shall be executed and delivered by Buyer to Seller at least one (1) business day prior to the Closing Date. Failure by Buyer to execute and deliver any required agreements with respect to the Technology Contracts shall be deemed a default by Buyer under this Agreement. Upon the expiration of the current lease terms for the POS and CBT equipment, Buyer may elect to either purchase such equipment or return the equipment and obtain new equipment approved by JIB. Buyer shall notify JIB as to whether Buyer intends to purchase or return the POS and CBT equipment at least sixty (60) days prior to the expiration of the leases for such equipment. If Buyer elects to acquire any of the equipment, systems or software which are the subject of a Technology Contract, the cost thereof shall be in addition to the Purchase Price. Among the Technology Contracts is a prepaid service contract for the POS equipment and systems, which runs on a calendar year and will expire at the end of ____ without any cancellation fee unless Buyer cancels early. If Buyer cancels the POS service contract early, Buyer shall be responsible for any cancellation fees which may apply. Upon expiration of such service contract, Buyer shall be responsible for securing a replacement service contract which complies with JIB standards, if Buyer so

chooses, at Buyer's sole cost and expense. Buyer agrees and acknowledges that Seller may be a party to one or more agreements relating to the provision of ScanSafe services at the Locations. Buyer will be charged for ScanSafe services until the agreement between Seller and ScanSafe expires. If Buyer desires a continuation of ScanSafe services, Buyer shall be responsible to execute any and all agreements, and pay any fees and costs that may be required by the vendor(s), or otherwise, to assume the obligations under JIB's existing agreements or to extend such services by direct contract with the applicable vendor. If Buyer does not desire to continue the ScanSafe services at any of the Locations, Buyer shall be responsible for any fees and costs associated with such discontinuation of services.

E. The parties agree and acknowledge that some or all of the Locations may: (i) include self-service ordering kiosks ("Kiosk"); (ii) be subject to an agreement with RTI regarding the bulk purchase of cooking oil and the lease of a system for supplying such oil ("RTI Contract"); (iii) have the Compusafe system installed; and(or) (iv) have a special information systems fire-wall installed, or require a firewall, either due to the systems required pursuant to the RTI Contract, the Compusafe system, or otherwise, which shall be governed as follows:

(1) For Locations that include a Kiosk, Buyer shall have thirty (30) days following the Closing Date to elect to retain or remove the Kiosk at each of the Locations. If Buyer fails to make such election within such thirty (30) day period, Buyer shall be deemed to have elected to retain the Kiosk. If Buyer elects, or is deemed to have elected, to retain the Kiosk at any Location, Buyer shall agree in writing to assume the obligations for the Kiosk at such Location(s) pursuant to a written agreement with EMN8, Inc. and Seller shall be released from any further obligations with respect to such Kiosk(s). If Buyer elects to remove the Kiosk from any of the Locations, Buyer shall be responsible for any and all termination fees or other charges resulting from such termination, as well as the cost to remove the Kiosk(s) from the subject Location(s).

(2) For Locations that are subject to an RTI Contract, Buyer shall have the choice to either keep such bulk oil system or elect to have it removed prior to the Closing. If Buyer elects to retain the bulk oil system pursuant to the RTI Contract, Buyer will be required to enter into a new contract with the vendor, effective as of the Closing Date. If Buyer elects to have the bulk oil system removed, Buyer shall notify JIB in writing at least 30 days prior to the Closing Date, and JIB shall cause the removal of the bulk oil system prior to the Closing Date. If Buyer elects to have the bulk oil system removed, then Buyer shall pay any and all costs for removal and return of the equipment to RTI, together with any and all termination fees or other fees.

(3) For those Locations that have the Compusafe system installed, Buyer will have the choice to either keep such system or elect to have it removed prior to the Closing. If Buyer elects to retain the Compusafe system, Buyer will be required to enter into a new contract with the vendor, effective as of the Closing Date. If Buyer elects to have the Compusafe system removed, Buyer shall notify JIB in writing at least 30 days prior to the Closing Date, and JIB shall

cause the removal of the Compusafe system prior to the Closing Date. If Buyer elects to have the Compusafe system removed, JIB shall use reasonable efforts to use the equipment at another company-operated restaurant and, if JIB is successful in relocating the Compusafe equipment, JIB shall pay for any relocation costs. However, if JIB is not able to use the Compusafe equipment at another company-operated restaurant, despite its reasonable efforts to do so, then Buyer shall pay any and all costs for removal and return of the equipment to the vendor, together with any and all termination or other fees.

(4) For any Locations that have a special information systems firewall installed, or require a firewall, either due to the systems required pursuant to the RTI contract, the Compusafe contract, or otherwise, Buyer shall be responsible to install and(or) retain such firewall at the subject Locations, at Buyer's sole cost and expense. If the firewall is no longer necessary due to Buyer's election to remove the bulk oil and(or) Compusafe systems, then JIB shall cause the removal and return of any and all equipment or software associated therewith, and Buyer shall pay any and all costs for such removal and return, together with any and all termination or other fees.

F. Seller agrees that Buyer shall have until _____ to satisfy itself as to Buyer's ability and desire to proceed with the transaction which is the subject of this Agreement, including, without limitation: (i) Buyer's ability to obtain any financing necessary to close Escrow on the Closing Date; (ii) Buyer's inspection of the physical condition of each of the Location(s); and (iii) any other matters that Buyer deems necessary or appropriate. If Buyer elects not to proceed with the transaction in accordance with this Section, Buyer shall notify Seller in writing on or before the close of business on _____, in which event this Agreement shall be deemed terminated, the Deposit shall be refunded to Buyer, and the parties shall have no further obligations hereunder. If Buyer fails to notify Seller in writing of its election not to proceed pursuant to this Section by the close of business on _____, then Buyer shall be deemed to have waived this contingency and elected to proceed with this transaction, in which event the Deposit shall be non-refundable, except in accordance with Section 3.C. above.

6. INVENTORIES OF PERSONAL PROPERTY

Prior to the Closing Date, persons designated by Buyer and Seller shall jointly conduct an inventory of the Business Assets and Additional Assets at the Locations, which inventory shall be conducted in a manner to be agreed upon by the parties. The final inventory for each Location shall be initialed by those representatives designated by Buyer and Seller and shall be attached to the Bills of Sale described below.

7. AS-IS PURCHASE

At Closing, Buyer shall accept the Assets and the Locations in their existing "as-is" condition based solely on Buyer's own investigations, inspections, reviews and studies, without representation or warranty of any kind by Seller, except as specifically set forth in this Agreement. Buyer acknowledges and agrees that, except as specifically set forth in this Agreement, Seller has not made, does not make and specifically negates and disclaims any

representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (i) value of the Assets; (ii) the income to be derived from the Locations; (iii) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Assets or the Locations; (iv) the manner, quality, state of repair or lack of repair of the Assets or the Locations; (v) the nature, quality or condition of the Assets or the Locations; (vi) the compliance of or by the Locations with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (vii) the manner or quality of the construction or materials, if any, incorporated into the Locations; (viii) compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements; (ix) the presence or absence of hazardous materials at, on, under, or adjacent to the Locations; (x) the content, completeness or accuracy of any due diligence materials provided to Buyer; (xi) the conformity of the improvements to any plans or specifications for the Locations, including any plans and specifications that may have been or may be provided to Buyer; (xii) the conformity of the Locations to past, current or future applicable zoning or building requirements; (xiii) the existence of vested land use, zoning or building entitlements affecting the Locations; (xiv) the conditions of the Locations from any cause whatsoever as it relates to sick-building syndrome, humidity, atmospheric conditions, moisture, dryness, allergens, mold, mildew, or any particle, organisms or other conditions or substances that may cause reactions, sickness, personal injury or any other damage or loss; or (xv) with respect to any other matter. Buyer further acknowledges and agrees that to the maximum extent permitted by law, the sale of the Locations as provided for herein is made on an "as is" condition and basis with all faults, and that seller has no obligations to make repairs, replacements or improvements except as may otherwise be expressly stated herein. In addition to the foregoing, Buyer waives any rights against Seller and expressly releases Seller from any liability with respect to any ADA compliance issues at the Locations, and Buyer acknowledges and agrees that Buyer shall be responsible, at its sole cost and expense, for any work necessary to bring the Locations into compliance with any and all ADA requirements.

By initialing below, Buyer acknowledges and agrees that Buyer is purchasing the Assets and accepting the Locations "as is" and "where is" and that Buyer shall be responsible for performing any and all due diligence investigations, studies, reports, and inspections as Buyer deems necessary, and that Seller has encouraged Buyer to perform such investigations.

_____
BUYER'S INITIALS

8. DAMAGE TO IMPROVEMENTS

If the improvements or Business Assets at any of the Locations are destroyed or materially damaged prior to the Closing Date, then, at the option of Buyer, Buyer may (i) terminate this Agreement as to the affected Location(s), or (ii) elect to complete the transaction, in which event Buyer shall be entitled to

receive all proceeds of insurance payable on account of such destroyed or damaged property.

9. INDEMNIFICATION

A. Seller hereby indemnifies and agrees to hold harmless Buyer from and against any and all indebtedness, liabilities, losses, costs, expenses, damages, deficiencies and claims, including without limitation attorneys' fees, court costs and all costs of investigation, defense and payment of any claim, arising out of or resulting from the conduct of Sellers or any of them or contracts by Sellers or any of them in connection with the Assets, Locations or the operation of the restaurant business thereat prior to the Closing Date.

B. Buyer hereby indemnifies and agrees to hold harmless Sellers and each of them from and against any and all indebtedness, liabilities, losses, costs, expenses, damages, deficiencies and claims including without limitation attorneys' fees, court costs and all costs of investigation, defense and payment of any claim, arising out of or resulting from the conduct of or contracts by Buyer in connection with the Locations or the operation of the restaurant business thereat after the Closing Date; provided, however, that Buyer's indemnification hereunder shall not cover any liabilities arising from Seller's sole negligence.

10. DELIVERY UPON EXECUTION

At least five (5) days prior to the Closing Date, Seller will deliver to Buyer the following with respect to the subject Locations:

A. Franchise Agreements;

B. Franchise Leases, with Landlord Interest Addendums attached, if appropriate;

C. [OPTIONAL] Development Agreement;

D. [OPTIONAL] Operating Agreement;

E. [OPTIONAL] Financing Documents;

F. Copy of the Master Lease affecting the Locations, if any; and

G. Most recent title information in Seller's possession.

11. DELIVERIES AT CLOSING

A. On or prior to the Closing Date, Buyer and Seller will deliver to Escrow the following for each Location:

(i) Fully executed Franchise Agreements in the form approved by Seller.
(ii) Fully executed Franchise Leases, with Landlord Interest Addendums attached, if appropriate, in the form approved by Seller.

(iii) [Optional] Fully executed Development Agreement in a form approved by Seller.

(iv) [Optional] Fully executed Operating Agreement in a form approved by Seller.

(v) [Optional] Fully executed Financing Documents in a form approved by Seller.

(vi) Executed Bill of Sale.

(vii) Fully executed Release(s).

(viii) Such other documents as are contemplated by this Agreement or as may be necessary or appropriate to carry out the purpose and intent hereof.

B. At least one business day prior to the Closing Date, Buyer will deliver to Escrow immediately available funds in the amount of the Purchase Price, the applicable Franchise Fees, Development Fees, plus Buyer's portion of any closing costs hereunder.

12. REPRESENTATIONS AND WARRANTIES; SELLER'S PRE-CLOSING OBLIGATIONS

A. Seller hereby represents, warrants and agrees:

(i) Seller, as of the Closing Date, shall be the owner of the Business Assets and the Additional Assets at each of the Locations.

(ii) To the best of Seller's knowledge, no condemnation or eminent domain proceedings affecting the Locations have been commenced or are contemplated, except as may be disclosed in writing to Buyer.

(iii) There are no oral or written leases affecting the Locations except as disclosed in writing to Buyer, and Seller hereby agrees to and shall deliver to buyer on the Closing Date, exclusive possession of the Locations.

B. Seller covenants and agrees that prior to the Closing Date Seller shall continue to operate the Locations in good faith and in accordance with Seller's standard operating procedures for Seller's company restaurants.

13. DEFAULT BY BUYER

IF BUYER DEFAULTS IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES SELLER MAY HAVE HEREUNDER, AT LAW OR IN EQUITY, OR OTHERWISE, SELLER SHALL HAVE THE RIGHT TO RECEIVE THE DEPOSIT AS LIQUIDATED DAMAGES. THE PARTIES ACKNOWLEDGE THAT THE AMOUNT OF THE DEPOSIT REPRESENTS THE REASONABLE ESTIMATE BY THE PARTIES OF THE AMOUNT OF DAMAGES THAT SELLER WOULD SUFFER AS A RESULT OF BUYER'S DEFAULT. THE PARTIES HEREBY AGREE THAT THE DAMAGES SUFFERED BY SELLER IN THE EVENT ANY

OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT FAILS TO CLOSE DUE TO BUYER'S DEFAULT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO ACCURATELY DETERMINE. BY INITIALLING THIS PROVISION IN THE SPACES BELOW, SELLER AND BUYER EACH SPECIFICALLY AFFIRM THEIR RESPECTIVE AGREEMENTS CONTAINED IN THIS SECTION.

_____	_____
BUYER'S INITIALS	SELLER'S INITIALS

14. MISCELLANEOUS

A. All understandings and agreements heretofore had or made between the parties hereto concerning the matters herein specified are merged in this Agreement, which, alone, fully and completely expresses their agreement relating to the subject matter hereof.

B. This Agreement shall not be modified or amended except by a writing signed by each party.

C. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs and respective successors and assigns.

D. This Agreement shall be governed by the laws of the State of California.

E. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

F. Buyer may not assign this contract or any of its rights and obligation hereunder.

G. To the extent this Agreement contains provisions which set forth covenants and(or) obligations to be performed following the Closing Date, such provisions, and the covenants and obligations described therein, shall survive and be enforceable following the Closing.

15. NOTICES

All notices, consents, approvals or other instruments required or permitted to be given by either party shall be in writing and shall be deemed to have been properly given if sent by registered, or certified mail, return receipt requested, Federal Express (including Federal Express Zap Mail Service), Airborne, Emery, DHL, Express Mail, or by other recognized overnight courier service, postage and other charges prepaid to the parties at the addresses set forth in the first paragraph hereof or to such other address as either party may specify by written notice given in accordance with this paragraph.

16. ACKNOWLEDGMENT OF RECEIPT OF FDD

By execution hereof, each of the parties constituting Buyer hereunder represents and warrants that (a) they have received Seller's current FDD and all Exhibits thereto at the earlier of the first personal meeting with JIB personnel

regarding the transition which is the subject of this Agreement or fourteen (14) days or more prior to the execution hereof or payment of any fee in connection herewith; (b) they have had full opportunity to be advised of the terms and conditions of this Agreement and the Exhibits hereto by counsel of their own choosing prior to the execution hereof; (c) they are executing this Agreement after having made such investigations of Seller and its operations as they desire; and (d) they have not reviewed nor relied upon any representations by Seller or its officers, directors, employees, or agents that are contrary to the terms hereof or the FDD.

17. [OPTIONAL] SALES TAX ON PERSONAL PROPERTY.

Seller shall collect from Buyer through escrow all sales tax in connection with this transaction on the personal property located at the Locations, which the parties estimate to be as follows:

Site No.	Rate	Sales Tax Payable
	%	$

Following each of the Closing Dates, in the normal course of Sellers' business, Seller shall be responsible for the payment of the sales tax on personal property to the appropriate taxing authority.

18. COSTS AND EXPENSES

Except as herein provided, each party hereto shall be responsible for their own costs and expenses for any due diligence costs and expenses, sales taxes or attorneys' fees, if any, attendant to this transaction.

[signature page follows]

Dated this __ day of _____, 20___.

SELLER:

JACK IN THE BOX INC., a Delaware corporation

By: _____
Its: _____

By: _____
Its: _____

[OR]

JACK IN THE BOX EASTERN DIVISION L.P., a Texas limited partnership

By: JBX General Partner LLC, a Delaware limited liability company, general partner

By: _____
Name: _____

Title: Authorized Person

Dated this __ day of _____, 20___.

BUYER:

_____

SCHEDULE 1

JIB #	Site Address	City	State	Zip

SCHEDULE 2

JIB #	Minimum Monthly Rent	% Rent	Expiration Date	Royalty	Marketing Fee	Franchise Fee

SCHEDULE 3

JIB No.	ReImage Deadline	ReImage Status	Street	City	State

EXHIBIT J-1

FRANCHISE AGREEMENT

JACK IN THE BOX INC.

FRANCHISE AGREEMENT

TABLE OF CONTENTS

1. LICENSE: SCOPE, TERM, NON-RENEWAL 2
2. FRANCHISE FEE 2
3. APPROVAL OF LEASES 3
4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF FRANCHISEE 4
5. STANDARDS OF OPERATION 5
   A. The Manuals 5
   B. Restaurant Buildings and Premises 6
   C. Signs 6
   D. Equipment 7
   E. Computer System 7
   F. Ingredients, Materials and Supplies 8
   G. Menu, Service, Health and Cleanliness 8
   H. Hours of Operation 9
   I. Machines and Similar Devices 9
   J. Personnel of the Franchised Restaurant 9
   K. Compliance with Laws 10
   L. Advertising and Promotional Materials 11
   M. Display and Use of the Marks 11
   N. Access to Premises 11
   O. Participation in Tests 12
   P. Interference with Employment Relations of Others 12
   Q. Proposed System Modifications 12
6. SERVICES AVAILABLE TO FRANCHISEE 13
7. TRAINING 14
8. ROYALTY AND MARKETING FEE 15
   A. Royalties 15
   B. Marketing Fee 15
   C. Gross Sales Defined 16
   D. Interest 16
   E. Method of Payment and Application of Payments 16
   F. Security Interest 17
9. ACCOUNTING PROCEDURES, TAXES AND RIGHT OF AUDIT 18
   A. Records That Must Be Maintained 18
   B. Accounting Documents to be Periodically Submitted to JIB 19
   C. Taxes 20
   D. Audits 20
   E. Release of Financial Information 20
10. CONFIDENTIAL INFORMATION 20
11. OWNERSHIP OF INTELLECTUAL PROPERTY 22
12. INSURANCE 23
13. INDEMNIFICATION 24
14. ASSIGNMENT OF THE FRANCHISE 25

15. DEATH OR PERMANENT INCAPACITY OF FRANCHISEE 26
16. RIGHT OF FIRST REFUSAL 27
17. COMPLIANCE WITH OTHER AGREEMENTS 29
18. TERMINATION 29
19. RESTRICTIONS ON OTHER BUSINESS INTERESTS 33
20. MISCELLANEOUS: GENERAL CONDITIONS 37
A. Interpretation/Entire Agreement 37
B. Non-Waiver 37
C. Non-Binding Mediation 37
D. Governing Law, Jurisdiction and Venue 39
E. Severability 40
F. Notices 40
G. Franchisee Structure and Liability of Owners 41
H. Signatures and Modification 41
I. Continuing Obligations 41
J. Cumulative Remedies 41
K. Attorneys' Fees 41
L. Relationship of the Parties 41

EXHIBIT A - FRANCHISE RESTAURANT DESCRIPTION

EXHIBIT B - GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

EXHIBIT C - CONFIDENTIALITY AND NON-COMPETITION AGREEMENT (For Shareholders, Partners, Members)

EXHIBIT D - AMENDMENT TO FRANCHISE AGREEMENT FOR INCENTIVE PROGRAM OPTIONS

Site No.____

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is made and entered into in the City of San Diego, State of California, as of the ____day of _____, by and between JACK IN THE BOX INC., a Delaware corporation, having its principal place of business at 9330 Balboa Avenue, San Diego, California ("JIB"); and , , and , a [jurisdiction] [type of entity], with its principal place of business at _____ ("Franchisee").

RECITALS

JIB is the owner of the name JACK IN THE BOX® and certain other service marks, trademarks, names, logos and commercial symbols that are authorized for use from time to time in connection with JACK IN THE BOX restaurants, including but not limited to "*Jack in the Box®*" (the "Marks").

JIB has expended time, effort and money to develop a distinctive restaurant format and operating system utilizing specialized and unique techniques, knowledge, expertise, skill and proprietary information. The restaurant format and operating system includes but is not limited to: operating and management systems and standards; specifications and procedures for the purchase, preparation and sale of food, beverages and other products; and a distinctive building design, decor and color scheme (the "System").

The System includes, among other things, the following elements, all of which may be deleted, changed, improved or further developed by JIB from time to time: (a) know-how, specifications, methods and procedures for the content, preparation, marketing and sale of food and beverages, which are described in operating manuals for JACK IN THE BOX restaurants and in other written materials; (b) plans and specifications for distinctive, standardized premises and interior and exterior formats, styles, designs, decors, fixtures, equipment, layouts and signs which are described in operating manuals for JACK IN THE BOX restaurants and in other written materials; and (c) a public image that each JACK IN THE BOX restaurant is a unit in an established quick-service restaurant system, and that all JACK IN THE BOX restaurants are operated with uniform high standards for product quality and service and aesthetic effect of the restaurant premises.

JIB operates, and grants franchises to operate, restaurants known as JACK IN THE BOX restaurants using the System and the Marks.

Franchisee recognizes the uniqueness, confidentiality and value of the System, and the advantages and benefits which may be obtained by using the System and the

Marks, and desires to use the System and the Marks which JIB uses and makes available to its Franchisees, in the operation of a JACK IN THE BOX restaurant.

Franchisee acknowledges that JIB has entered into, and will continue to enter into, agreements with other franchisees that may contain provisions, conditions and obligations that differ from those in this Agreement, and that the existence of those agreements does not affect the parties' duties to comply with this Agreement.

In consideration of the foregoing, the fees and other sums payable by Franchisee and of the mutual covenants contained in this Agreement, the parties agree as follows:

1. LICENSE: SCOPE, TERM, NON-RENEWAL

JIB grants to Franchisee a limited license, subject to the terms and conditions hereof, for the term of this Agreement, to use the System and the Marks, and such other Marks as JIB may authorize from time to time in the operation of a JACK IN THE BOX restaurant (the "Franchised Restaurant") at , more fully described in Exhibit A hereto ("the Premises"), and at that location only. During the term of this Agreement, the Premises shall be used exclusively for the operation and promotion of the Franchised Restaurant. This license is non-exclusive, is for the described location only, and does not in any way grant to or confer upon Franchisee any proprietary rights or goodwill rights to the Marks or to any country, province, state, area, market or territory. JIB retains the right and is expressly permitted to engage in the wholesale and retail production, distribution and sale of products, including food products of any kind (i) under the JACK IN THE BOX trademark or any other trademarks, (ii) through JIB-operated restaurants, franchised restaurants or any alternative marketing channels or methods of distribution, and (iii) both outside and within the trading area of Franchisee's restaurant. JIB may develop, establish or acquire other franchise systems for the same, similar or different products, and may grant licenses thereto, without providing Franchisee any rights therein.

The term of this Agreement shall commence on _____, and shall expire _____, unless sooner terminated in accordance with the provisions of this Agreement. Franchisee accepts this license with the understanding that this Agreement is not renewable, and that JIB makes no assurance of the granting of a new license at expiration.

2. FRANCHISE FEE

In consideration of the granting of this license, Franchisee shall pay to JIB, on or before the execution of this Agreement, the sum of fifty thousand dollars ($50,000). This entire sum is fully earned by JIB upon the execution and delivery of this Agreement. The fee described above ("Franchise Fee") is net of any tax, excluding income tax but including excise tax or other fee imposed upon JIB due to the collection of the Franchise Fee.

3. APPROVAL OF LEASES

For any leases entered into on or after this date, if Franchisee leases the Premises from a third party, Franchisee must employ its best efforts to use JIB's standard form lease or lease addendum. Regardless of whether JIB's standard form is used, all third-party leases must include the following terms and conditions:

1. Franchisee may not use the Premises for the operation of any business other than a Jack in the Box restaurant;

2. The landlord consents to the Franchisee's use of such Marks and signage as JIB may reasonably require;

3. JIB has the right to enter the Premises to make any modification necessary to protect its Marks or to cure any default under the lease or this Agreement, including the right to enter upon expiration to de-identify the Premises if franchisee fails or refuses to do so;

4. Franchisee must use its best efforts to require that Franchisee's landlord copy JIB on any notices to Franchisee that are related to Franchisee's performance under the lease, including, but not limited to, late rent notices, notices of default, and notices of termination; notwithstanding the foregoing, Franchisee agrees to copy JIB on Franchisee's responses to such notices;

5. If Franchisee is in default under the lease or if this Agreement is terminated, JIB will have the right to cure the default or assume the lease, and to sublease the Premises for all, or any part of, the term of the lease;

6. A Memorandum of Lease will be recorded in the appropriate recorder's office in the county in which the Franchised Restaurant is located;

7. The lease shall require that the landlord deliver to Franchisee a non-disturbance agreement (i) from the current holder of any mortgage or deed of trust which is a lien on the Premises, or (ii) if the landlord is the tenant under the terms of any master lease, from the lessor under such master lease. Such non-disturbance agreement shall provide that so long as Franchisee is not in default beyond any applicable cure periods under its lease, the lender or master lessor, as the case may be, shall not disturb Franchisee's use and possession of the Premises upon the default by landlord under the mortgage/deed of trust or master lease, or upon termination of the master lease for any other reason; and

You will not be permitted to open the Franchised Restaurant for business unless JIB approves the lease in writing. You may not amend or modify the lease without JIB's prior written approval. JIB's approval of a lease does not constitute a representation, guaranty or warranty, express or implied, of the successful operation or profitability of

any restaurant operated at that location; nor does such approval constitute a legal review of the terms and conditions of the lease.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF FRANCHISEE

Franchisee represents, warrants and covenants as follows:

A. Franchisee has received, read and understood JIB's Franchise Disclosure Document, and Franchisee acknowledges that no person has made to Franchisee, and no other material delivered to Franchisee has contained, any statements or representations or warranties inconsistent or contradictory with JIB's Franchise Disclosure Document.

B. Franchisee has delivered to JIB a Certification of Entity Structure, which constitutes a true, complete and accurate description of all of the individuals who have an ownership interest in the franchise or Franchisee, if Franchisee is a legally formed entity. There has been no change in said ownership structure since the certification was delivered to JIB. The ownership structure described in the certification shall remain unchanged during the term of this Agreement, unless modified in accordance with the provisions of this Agreement. The provisions of this Agreement relating to changes in ownership or ownership structure shall apply to all such changes, including changes in relative shares of ownership of a Franchisee.

C. Franchisee represents and warrants that all Owners (as defined in this Section 4.C.) have executed, simultaneously with Franchisee's execution of this Agreement, the form of Guaranty and Assumption of Franchisee's Obligations (Exhibit B). "Owner" means each person or entity that has any indirect or direct equity interest in Franchisee.

D. JIB shall have no liability for any excise, property or other taxes levied by any governmental tax authority upon Franchisee. Franchisee shall make timely filings of all tax returns, and shall pay when due all taxes levied or assessed in connection with the possession, ownership or operation of the Franchised Restaurant and the Premises. Franchisee may contest the validity or the amount of the tax in accordance with applicable procedures of the jurisdiction, but Franchisee shall in no event permit a tax sale or seizure of the Franchised Restaurant, the Premises, or any equipment.

E. Franchisee has had full opportunity to be thoroughly advised of the terms and conditions of this Agreement by counsel of its own choosing at least seven (7) days prior to its execution, and is entering into this Agreement after having made such independent investigation of JIB's operations as it desired, and not in reliance upon any promise, representation, warranty, condition, agreement or understanding, written or oral, which is not contained in this Agreement, whether relating to the financial return which Franchisee might be expected to realize, or otherwise.

F. Neither JIB nor its representatives have made any promises, representations, warranties, agreements or understandings except as expressly contained in this Agreement or the Franchise Disclosure Document.

G. The written information that Franchisee has submitted to JIB in connection with the grant of this franchise, including, but not limited to, a Franchise Application Package, is true, correct and accurate.

5. STANDARDS OF OPERATION

Franchisee shall adhere to the System. Franchisee shall meet all the standards and specifications, and follow the procedures communicated in writing by JIB to Franchisee.

A. The Manuals

The parties agree that Franchisee's adherence to JIB's System standards and specifications is necessary to the image, operation and success of each JACK IN THE BOX restaurant and the System. The JACK IN THE BOX System standards, specifications, and procedures, as they may be renamed, amended, expanded and consolidated by JIB from time to time (collectively, "Manuals"), shall contain mandatory restaurant operating standards, specifications and procedures as prescribed from time to time by JIB for the operation of a JACK IN THE BOX restaurant by a Franchisee, among other things. Some or all of the Manuals may be provided in an electronic format on an online system. Franchisee acknowledges receipt of the Manuals on loan for the term of this Agreement, and agrees to monitor the online system for updates to the Manuals. Franchisee shall strictly adhere to these standards, specifications and procedures, which JIB may, in its sole discretion, change from time to time. (Wherever this agreement states that Jack in the Box may take action in its "sole discretion," Jack in the Box will use good faith in its exercise of such discretion.) Franchisee agrees to accept and comply with any changes, modifications, revisions and additions made by JIB to the menu, service expectations, restaurant environment, customer offerings, product pricing, and other elements of the System standards, specifications, and procedures, which JIB, in the good faith exercise of its judgment, believes to be necessary or desirable.

The material contained in the Manuals consists of confidential trade secrets of JIB, and JIB is the owner of the Manuals and of all proprietary rights in and to the material and information contained therein. Such material is to be used by Franchisee only in connection with the operation of the Franchised Restaurant and other licensed JACK IN THE BOX restaurants.

Franchisee must ensure that the restaurant is being operated in accordance with the terms of the Franchise Agreement, and in accordance with the standards as specified in the Manuals.

B. Restaurant Buildings and Premises

The Franchised Restaurant building and Premises shall be constructed and improved only as authorized and approved in writing by JIB, and in conformity with all applicable laws and ordinances. The appearance of such building and the condition of the Premises shall not be altered thereafter except as may be approved in writing by JIB. The building shall be decorated, furnished and equipped with furnishings and restaurant equipment that meet JIB's specifications. Franchisee shall maintain such building and Premises (including, without limitation, its landscaping, lighting, fixtures, furnishings, decor, signs and parking area) in good condition and in conformity with the System, and shall make any improvements and alterations as may be determined by JIB to be necessary. Franchisee shall undertake and complete such repairs, improvements and alterations as may be required by JIB within a reasonable time as specified by JIB. Franchisee shall maintain such building and Premises in conformity with all applicable laws and ordinances, including, without limitation, the federal Americans with Disabilities Act and any similar state law. Any modification to the building or Premises, whether required by land zoning or building laws or otherwise, shall be approved in advance by JIB, and shall also be made at Franchisee's expense.

Except as may be provided in any lease between JIB and Franchisee, in the event such building or Premises shall be damaged or destroyed by fire or other casualty, or be required to be repaired or reconstructed by any governmental authority, Franchisee shall repair or reconstruct such building or Premises in accordance with Franchisor's design standards in effect at the time of the repair or reconstruction, within a reasonable time in light of the circumstances. Franchisee shall, however, make every reasonable effort to restore the building or Premises to reflect the then-current image, design, specifications and the standards of JACK IN THE BOX restaurants.

If Franchisee leases the Premises from someone other than JIB, Franchisee agrees that whenever it receives from its landlord any notice or other material document relating to Franchisee's performance under the lease for the Premises, including, but not limited to, late rent notices, notices of default, and notices of termination, or receives such a document from the landlord, Franchisee will promptly forward a copy of that document to JIB in accordance with the notice provisions of this Agreement.

C. Signs

Franchisee shall display the Marks only in the manner authorized by JIB. Franchisee shall maintain and display signs (including menu panels, posters or similar items) (collectively, "Signs") as required by JIB from time to time. Franchisee shall display or use Signs only at the Premises or as otherwise permitted by JIB for directional or similar uses for the Franchised Restaurant or Franchisee's corporate offices. Franchisee shall not place additional signs, menu panels, posters or similar items on the Premises. Franchisee shall promptly discontinue the use of and destroy

such items as are declared non-conforming or obsolete by JIB, or, in the case of termination, as required according to the post-termination obligations set forth herein.

D. Equipment

Franchisee shall use only equipment approved by JIB in the Franchised Restaurant. Franchisee shall maintain such equipment in a condition that meets standards set forth in the Manuals or otherwise prescribed by JIB, and shall replace equipment as necessary. Replacement equipment shall conform to the standards for equipment which is being installed in new JACK IN THE BOX restaurants at the time of replacement except as may be approved in writing in advance by JIB. If JIB should determine that additional or replacement equipment is needed in order to test new menu items or due to a change in approved menu items or in approved methods of preparation and service, Franchisee shall promptly obtain and install such new equipment within the reasonable time specified by JIB. Upon notification that any equipment, furnishings or supplies do not meet JIB specifications or standards, Franchisee shall immediately cease and desist from using same.

E. Computer System

At Franchisor's request, Franchisee shall purchase or lease, and thereafter maintain, such computer hardware and software, dedicated high speed communications equipment and services, dedicated telephone and power lines, modem(s), printer(s), firewalls, mobile app-related equipment, and other computer-related accessories or peripheral equipment as Franchisor specifies for the purpose of, among other functions, recording sales and other record keeping and central functions. Franchisee shall provide such assistance as may be required to connect its computer system with a computer system used by Franchisor. Franchisor shall have the right, on an occasional or regular basis, to retrieve such data and information from Franchisee's computer system as Franchisor, in its sole and exclusive discretion, deems necessary or desirable. In view of the interconnection of computer systems and the necessity that such systems be compatible with each other, Franchisee expressly agrees that it will strictly comply with Franchisor's standards and specifications for all items associated with Franchisee's computer system, and will otherwise operate its computer system in accordance with Franchisor's standards and specifications.

To ensure full operational efficiency and optimum communication capability between and among computer systems installed by Franchisee, Franchisor, and other Franchisees, Franchisee agrees, at its expense, to keep its computer system in good maintenance and repair, and, at its expense (and following Franchisor's determination that it will be economical or otherwise beneficial to the System) to promptly install such additions, changes, modifications, substitutions and/or replacement to Franchisee's computer hardware, software, communications equipment and services, telephone and power lines, and other computer-related facilities, as Franchisor directs.

Franchisee shall comply with JIB's mobile app, social media, and other technology-related standards and procedures, as they are established and modified by JIB in its sole discretion from time to time.

F. Ingredients, Materials and Supplies

Franchisee shall purchase from such sources as shall be approved by JIB (of which JIB or a subsidiary, parent, or other related entity ("Affiliate") may be one such source) all food, ingredients, materials and supplies necessary for the operation of the Franchised Restaurant, as shall be specified in the Manuals or otherwise prescribed by JIB in writing. Such items shall include, but are not limited to, all food, supplies, beverage ingredients, paper goods, utensils, packaging, cleaning supplies and uniforms. Should Franchisee desire JIB to approve any alternative or additional sources of such ingredients, materials or supplies, Franchisee shall submit to JIB a written request for the approval and such information and samples as JIB requests. JIB shall evaluate such alternative or additional source in accordance with its standards, and shall notify Franchisee within a reasonable time of its receipt of such information and samples, of its approval or disapproval of such source; and if JIB does not approve, of the reasons therefor. All costs and expenses associated with JIB approving, reevaluating and working with such additional suppliers will be charged to the supplier or to Franchisee. JIB may impose limits on the number of suppliers that it will approve for any given item.

G. Menu, Service, Health and Cleanliness

Franchisee shall offer for sale all food and beverage products and the carry-out and on-premises dining services that JIB from time to time authorizes, and Franchisee shall not offer or sell any other products or services. Menu items shall be set forth in the Manuals, or otherwise authorized and approved by JIB in writing. Franchisee shall adhere to all specifications relating to the ingredients, method of preparation and service, weight, dimensions and other characteristics of product served, and standards of health, cleanliness and sanitation that are contained in the Manuals, or are otherwise prescribed by JIB. All food, drink and other menu items shall be sold in packaging approved by JIB. Upon notification that any food, beverages, supplies or packaging does not meet JIB specifications or standards, Franchisee shall immediately cease and desist from using same.

Franchisee may determine what prices to charge customers for products and services sold at the Franchised Restaurant, except that JIB may require that Franchisee use an "all inclusive" pricing structure or tiered pricing structure, and/or other pricing system, and JIB may set maximum prices on products and services to the extent permitted by law. If JIB imposes a maximum price on a particular item, Franchisee may charge any price on the item, consistent with the JIB pricing structure, up to and including the maximum price. JIB may also require that certain products or services that are supplementary to the main products and services provided at Franchised Restaurants (such as condiments) be provided to customers free of charge.

If an audit conducted by JIB or its authorized representative shows that the Franchised Restaurant is not in substantial compliance with any System standard relating to food safety, Franchisee shall reimburse JIB for the reasonable cost of a re-audit. Additionally, if JIB reasonably determines that a threat or danger to public health or safety is likely to result from the construction, maintenance or operation of the Franchised Restaurant, JIB may, in its sole discretion, exercise its rights under Section 18.B. ("Termination") or any lesser right, such as directing a temporary closure of the Franchised Restaurant until the situation can be corrected.

H. Hours of Operation

The Franchised Restaurant shall be open for business for a minimum of sixteen (16) hours per day, seven (7) days a week, fifty-two (52) weeks a year, unless otherwise authorized or directed by JIB in writing. The precise hours of operation may be determined by Franchisee, subject to applicable government regulation and JIB's approval.

I. Machines and Similar Devices

No coin-operated, card-operated or similar machines, cash, credit or debit machines, pay telephones, or games or devices of any nature, shall be installed at the Franchised Restaurant or on the Premises without the prior written consent of JIB.

J. Personnel of the Franchised Restaurant

At all times, the Franchised Restaurant must be under the control of an individual who has been designated by Franchisee as, and approved by JIB in writing to be, the operator of the Franchised Restaurant ("Operator"). The Operator (or, if applicable, a Designated Market Operator, as described below) shall use best and continuing efforts to promote and develop the business at the Franchised Restaurant. The Operator shall have and shall maintain a percentage ownership interest in any partnership, corporation, or other legally formed entity to which the franchise is assigned in accordance with the terms of this Agreement; the amount of the required ownership interest is subject to the prior written approval of JIB. Alternatively, and only with the prior written approval of JIB, the Operator may be employed by Franchisee under a contract through which Operator will acquire that ownership interest within five years of the date of employment, and shall maintain that ownership interest while acting as Operator.

In some circumstances, JIB may, subject to the satisfaction of certain criteria and JIB approval, permit Franchisee to name a designated market operator to operate the Franchised Restaurant ("Designated Market Operator" or "DMO"). The Designated Market Operator is not required to be an owner of Franchisee.

Franchisee understands and agrees that by designating an individual as Operator (or, if applicable, a Designated Market Operator), Franchisee is agreeing that the Operator or DMO has the authority to represent Franchisee in all dealings with JIB, enter into agreements and modifications of agreements with JIB and its affiliates on behalf of Franchisee, and receive notices on behalf of Franchisee.

Franchisee must have at least one (1) Certified Franchise Restaurant Manager at each restaurant, and must ensure that the restaurant is always under the supervision of either the Certified Franchised Restaurant Manager or a trained team leader. Additionally, Franchisee shall staff the Franchised Restaurant at all times during the term of this Agreement with a sufficient number of employees to maximize the sales at the Franchised Restaurant. All employees must meet the basic food safety and other training requirements that may be specified by JIB from time to time.

If Franchisee owns more than fifteen (15) JACK IN THE BOX franchises, JIB may require Franchisee to employ one or more individuals to supervise Franchisee's Certified Franchised Restaurant Managers, train other employees, or otherwise assist with managerial duties. All managerial employees above the restaurant manager level must also have successfully completed the training courses required by JIB.

Operator or DMO shall hire all employees of the Franchised Restaurant, but Franchisee shall be fully responsible for the terms of their employment.

While on the Premises, Franchisee, Operator (or, if applicable, a Designated Market Operator) and all employees must meet JIB's Standards relating to grooming, and wear the uniforms approved or mandated by JIB. JIB is not responsible for providing uniforms for Franchisee's employees.

K. Compliance with Laws

Franchisee agrees at all times during the term of this Agreement, at its own expense, to conform to and comply with all federal, state and local laws, ordinances and regulations now in force or that are hereafter enacted affecting the operation of the Franchised Restaurant business, including, without limitation, wage and hour laws, labor laws, the Americans with Disabilities Act, OSHA, the Sherman Act, the Federal Trade Commission Act, the Clayton Act, and the USA PATRIOT Act; any security standards (such as the Payment Card Industry Data Security Standard) imposed by the credit card or similar industries; and any similar federal, state, and local laws. Specifically, Franchisee shall not enter into any agreement or understanding with any competitor, including other Jack in the Box® franchisees, that would result in a restraint of trade in violation of federal, state, or local laws. Franchisee hereby indemnifies JIB, its Affiliates, employees, officers, directors and agents against, and agrees to save them harmless from, all claims, demands, losses, liabilities, obligations, costs or expenses (including attorneys' fees and court costs) which result from or arise in connection with any alleged violation of any law, ordinance or regulation, whether occasioned by the neglect, omission or willful act of Franchisee or any other person on the Premises.

Franchisee shall notify JIB in writing within five (5) days of the commencement of any action, suit or proceeding, and of the issuance of any order, writ or injunction, award or decree of any court, agency or other governmental instrumentality which may adversely affect the operation or financial condition of Franchisee or any Franchised Restaurant, including, but not limited to, a notice of a possible violation of state or federal Labor Laws, or of any law, ordinance or regulation relating to health or safety.

L. Advertising and Promotional Materials

Franchisee agrees to comply with the advertising Standards established from time to time by JIB. All advertising by Franchisee shall be completely factual, in good taste in the judgment of JIB, and shall conform to the highest standards of ethical advertising. Franchisee shall use, sell or distribute (by means including but not limited to television, radio, the internet, newspapers, magazines, flyers, posters, billboards, mailing circulars, coupons or gift certificates) only those advertising or promotional materials or items which are authorized by JIB in writing prior to use.

M. Display and Use of the Marks

No display or use of the Marks shall be made in any medium (including but not limited to television, radio, the internet, social media, newspapers, magazines, flyers, posters, billboards, mailing circulars, business cards, stationery, coupons or gift certificates) without the prior written permission of JIB. All materials on which the Marks appear shall include such notice of registration or license legend or such other notice as JIB shall specify. Franchisee agrees to immediately remove or discontinue the use of any objectionable material upon receiving notice from JIB to do so.

In the adoption of a corporate or partnership name, Franchisee shall not use any of the Marks, any variations or abbreviations thereof, or any words deemed by JIB to be confusingly similar to the Marks.

Franchisee is not permitted to establish websites, social media venues, or domain names that incorporate the JACK IN THE BOX marks, name, initials or indicia. Franchisee is not permitted to establish websites, social media venues, or domain names linking to the JACK IN THE BOX site without the prior written permission of JIB.

N. Access to Premises

JIB or its authorized representative shall have the unrestricted right at any time, without prior notification, to enter the Franchised Restaurant and Premises to (a) observe, inspect, photograph, and videotape the Franchised Restaurant and its operation and the Premises during such periods as JIB may deem necessary, (b) test any and all food products, food ingredients, equipment, beverages and supplies, (c) interview personnel at the Franchised Restaurant, (d) interview customers and prospective customers of the Franchised Restaurant, (e) conduct various surveys, or

(f) inspect, photocopy, review or audit any books, records and documents relating to the operation of the Franchised Restaurant or other JACK IN THE BOX Restaurants. Such entries and activities may be conducted without prior notice. Franchisee agrees to cooperate fully with JIB in connection with any such entries and activities.

O. Participation in Tests

Franchisee is required to participate in tests of new products, equipment, services and procedures at the Franchised Restaurant, including but not limited to testing of significant cooking and operating systems and platforms. JIB may require Franchisee to use specific product pricing during the test period. JIB will reimburse Franchisee for certain documented out-of-pocket costs necessarily incurred by Franchisee as part of the test; however, if the new product, equipment, service or promotion becomes a required component of the System, the Franchisee will be responsible for paying a reasonable cost for the required component. Franchisee is responsible for any soft costs associated with testing, such as wages payable during training.

P. Delivery and Catering

Franchisee may be required to offer delivery and catering services for all food and beverage products from the Franchised Restaurant in accordance with JIB's delivery and catering standards and procedures, as they are established and modified by JIB in its sole discretion from time to time. Franchisee shall offer and sell such products only from the Franchised Restaurant, only in accordance with the requirements of this Agreement, the procedures and standards set forth in the Manuals, and all applicable laws. Franchisee may only offer delivery and catering services to customers located within the boundaries designated by JIB, in its sole discretion, and such services may be limited to certain approved vendors. As used in this Agreement, the term "delivery customers" means customers that purchase food and beverage products for delivery to (and consumption in) their home, office, or other off-premises locations. Franchisee shall not engage in any other type of sale of, or offer to sell, or distribution of those food and beverage products sold by the Franchised Restaurant pursuant to this agreement, including but not limited to, selling, distributing, or otherwise providing, any such products at wholesale, or for resale or distribution by any third party, or through satellite locations, sales or mail order catalogs, temporary locations, carts or kiosks, the Internet, or through any other electronic or print media.

Q. Proposed System Modifications

Franchisee may submit proposals for new or improved elements of the System, including products, equipment, uniforms, the design of buildings and other restaurant facilities, service format and advertising. Such proposals shall be considered by JIB when adopting, modifying or allowing deviations from standards, specifications and procedures for the System; provided however, that JIB shall retain the sole and absolute discretion to accept or reject any such proposals.

If any System modification proposal by Franchisee is adopted by JIB and becomes part of the System, Franchisee acknowledges that JIB is the sole owner of such proposed new product or modification to the System, that any such product or System modification shall be deemed a work made for hire (or to the extent the work may not be deemed a "work made for hire" under applicable law, Franchisee hereby irrevocably assigns to JIB, for no additional consideration, all right, title and interest in and to any patents, trademarks, copyrights, trade secrets and any other proprietary rights), and that there are no restrictions on use, and no compensation shall be due to Franchisee. Franchisee agrees to cooperate fully in obtaining any patents, trademarks or copyrights.

6. SERVICES AVAILABLE TO FRANCHISEE

A. JIB shall provide reasonable advice and consultation to Franchisee from time to time in connection with the operation of the Franchised Restaurant.

B. If not previously loaned, JIB shall loan Franchisee, concurrently with the execution of this Agreement and for the term of this Agreement, the most current editions of the Manuals, as well as other written standards and approved sources for the System; all such Manuals and other information shall be returned to JIB promptly upon the expiration or earlier termination of this Agreement.

C. JIB shall regularly develop and execute marketing programs and activities relating to JACK IN THE BOX restaurants and direct, prepare and/or place advertising, promotions and/or communications to build the brand. The marketing programs and activities may include, but are not limited to: preparing and conducting digital, social, television, radio, magazine, and newspaper advertising campaigns; purchasing radio, television, digital, social, magazine, newspaper and other media for the distribution of advertising campaigns; advertising through direct mail and outdoor billboards; preparing and conducting marketing/brand surveys and research, which may include awareness and usage surveys, focus groups, marketing surveys and consumer feedback surveys; public relations activities; research, development and testing of products, packaging, and concepts; brand positioning and marketing activation; preparing and executing e-mail and internet-based marketing programs; employing advertising, public relations, and branding agencies and other professional consultants; and providing point-of-purchase, collateral and other marketing materials to the restaurants operated under the System. JIB shall create in connection therewith a fund to be used for the expenses of such programs and activities (the "Marketing Fund"). The Marketing Fund shall consist of the sum of: (i) the Marketing Fees paid by Franchisee and other franchisees of traditional JACK IN THE BOX restaurants operated in the United States under Section 7.B hereof; (ii) the amount contributed by JIB; and (iii) certain other amounts that may be obtained from third parties and contributed or allocated by JIB to the Marketing Fund. JIB will contribute to the Marketing Fund at least the same percentage of its Gross Sales as the percentage being contributed by the majority of traditional JACK IN THE BOX franchises operating in the United States.

The Marketing Fund shall be accounted for separately from the other funds of JIB, and expended on marketing programs and activities related to JACK IN THE BOX restaurants. Information relating to the Marketing Fund, including information relating to Marketing Fund expenditures, budgets, and reports, shall be made available for review by Franchisee members of the Brand Building Council or designees of the National Jack in the Box Franchise Association (the "NFA") at their request, but no more than twice per year. Moreover, only if requested by the NFA, not more than annually, and at the expense of the Marketing Fund, independent auditors selected by JIB will review the Marketing Fund and will communicate the results of that review to franchisees. Notwithstanding the foregoing, the manner by and the purposes for which the Marketing Fund shall be expended, including (without limitation) such matters as the selection and timing of marketing expenditures, campaign strategies, and allocation of funds among seasons and geographic areas, shall be at the sole and absolute discretion of JIB, as JIB shall from time to time determine.

D. JIB shall provide advice on merchandising and local store marketing (including local coupon programs) that it deems helpful to Franchisee.

E. JIB shall, during the term of this Agreement, inform Franchisee of any new products, developments, techniques and improvements to the System. JIB shall provide necessary training materials for the training of Franchisee's employees, at Franchisee's expense.

F. JIB may delegate the performance of any or all of its obligations under this Agreement to our designees, which may include our affiliates, agents or independent contractors.

7. TRAINING

Prior to the opening of the Franchised Restaurant, the Operator (or, if applicable, a Designated Market Operator), and an individual restaurant manager designated for the Franchised Restaurant shall have completed JIB's Certified Franchise Restaurant Manager Training Program in San Diego, California, or such other location as may be designated by JIB. After successful completion of such training program, the Manager shall be deemed a "Certified Franchise Restaurant Manager." During the term of the franchise, the Operator (or, if applicable, a Designated Market Operator), and each Certified Franchise Restaurant Manager shall undertake and complete such further training programs from time to time as may be directed by JIB. The designation "Certified" Franchise Restaurant Manager shall not be applied to any individual who has not successfully completed such continuing education programs as JIB may require from time to time. If such further training is required, the Franchisee shall pay all traveling, living, compensation and other expenses as may be incurred for himself (or the Operator (or, if applicable, a Designated Market Operator)) and the individual restaurant manager.

Franchisee shall conduct additional training for Franchisee's employees as necessary to ensure that all JIB Standards are consistently satisfied.

8. ROYALTY AND MARKETING FEE

A. Royalties

1. Royalty

For the right to use the Marks and the System in accordance with this Agreement, Franchisee agrees to pay to JIB a monthly royalty fee, calculated as ____ percent (____%) of Franchisee's monthly Gross Sales. In the event of a closure of the Franchised Restaurant exceeding fourteen (14) days in any month due to damage or destruction of the Premises or other casualty loss, the royalty shall be ____ percent (____%) of the monthly Gross Sales that the Franchised Restaurant averaged over the prior twelve (12) complete months of continuous operation; if the Franchise Restaurant was not in operation at least twelve (12) complete months, the royalty will be ____ percent (____%) of the average Gross Sales over the total complete months that the Franchise Restaurant was in continuous operation. The royalty described above ("Royalty") is net of any tax, excluding income tax but including excise tax, or other fee imposed upon JIB due to the collection of the Royalty, and shall be paid monthly by the fifteenth (15th) day of each month for the preceding month. Each payment shall be made payable to JIB or JIB's designee.

2. Royalty for Games and Devices

For Gross Sales resulting from the operation or conduct of games or coin or token-operated devices such as pay telephones; cash, credit or debit machines (including automated teller machines); newspaper stands; and any type of vending machines, including, without limitation, electronic devices of all types (collectively, "Games and Devices"), Franchisee agrees to pay to JIB, during the term of this Agreement, a royalty of forty percent (40%) of Gross Sales from Games and Devices (the "Royalty for Games and Devices"). The Royalty for Games and Devices is net of any tax, including excise tax, or other fee imposed upon JIB due to the collection of the Royalty for Games and Devices, and shall be paid monthly on the tenth (10th) day following receipt by Franchisee of the said Gross Sales. Each payment shall be made payable to JIB or JIB's designee.

B. Marketing Fee

Franchisee must pay to JIB a monthly marketing fee (net of any tax or other fee imposed thereon) based on a percentage of Franchisee's Gross Sales (the "Marketing Fee"). As of the date of this Agreement, the Marketing Fee is five percent (5%) of Gross Sales. JIB has the right to increase or decrease the Marketing Fee percentage. It may only increase the Marketing Fee percentage upon majority vote, described as follows: Franchise Operators and JIB will have one vote for each JACK IN

THE BOX restaurant that they operate and that pays the then-standard Marketing Fee; however, JIB's voting rights will never fall below twenty percent (20%) of the total number of possible votes, regardless of the number of restaurants it operates. In no event will the Marketing Fee percentage be increased in any twenty-four (24) month period by more than .5% of Gross Sales. The Marketing Fee shall be due and payable by the fifteenth (15th) day of each month for the preceding month. Each payment shall be made payable to JIB or JIB's designee.

C. Gross Sales Defined

The term "Gross Sales" means all revenue from the sale of all products and services, including delivery and catering services, as well as from vending machines and similar sources of revenue, and all other income of every kind and nature related to the Franchised Restaurant, including proceeds from stored value gift cards and gift certificates when redeemed but not when purchased, business interruption insurance, and revenue from off-site events, whether for cash or credit and, in the case of credit, regardless of collection. The term Gross Sales does not include the following: (1) any bona fide, documented federal, state or municipal sales taxes collected by you from customers and paid by you to the appropriate taxing authority; (2) the sale of food or merchandise for which refunds have been made in good faith to customers; (3) the sale of furnishing, fixtures, equipment and supplies used in the Franchised Restaurant; (4) the discounted value of payments made by coupon, or other promotional discounts, approved by us; (5) Gross Sales from Games and Devices; (6) the amounts of employee meal discounts; (7) any other items that JIB may expressly permit in writing to be excluded from Gross Sales, such as certain sales benefiting charity.

D. Interest

Any Royalty payment or Marketing Fee not paid when due shall accrue interest from the date such amount was due, until paid, at the then-current rate established by JIB for Franchisees, or the maximum rate permitted by law, whichever is less.

E. Method of Payment and Application of Payments

All payments shall be made to JIB through a pre-authorized payment system (which authorizes JIB to debit and credit Franchisee's bank accounts in accordance with the terms of this Agreement and other agreements between the parties) or other payment method specified in writing by JIB. Upon request, Franchisee shall provide such authorizations and information necessary to institute the pre-authorized payment system or other payment system. Franchisee must ensure that funds are available in Franchisee's bank accounts to cover the debits. Notwithstanding any designation by Franchisee, JIB shall have sole discretion to apply any payments by Franchisee to any current or past due indebtedness of Franchisee for royalty, marketing fees, purchases from, or any other indebtedness to, JIB or its Affiliates. To the extent permitted by law, Franchisee hereby waives the rights, statutory or otherwise and whether now or hereafter in existence, to suspend the payment of Royalties, Marketing Fees, or any

other amounts due under this Agreement, for any reason, or to offset against such amounts, any monies allegedly due from, or any alleged obligations of, JIB.

F. Security Interest

To secure prompt and complete payment of the "Obligations," as hereinafter defined, Franchisee hereby grants to JIB a security interest in and to all of Franchisee's assets of any kind or nature used or useful in connection with the ownership and operation of the Franchised Restaurant, including, without limitation, the following (the "Collateral"):

1. all equipment, furnishings, fixtures, merchandise, inventory, goods and other tangible personal property;

2. all accounts, accounts receivable, other receivables, contract rights, leases, software, chattel paper and general intangibles;

3. all instruments, documents of title, policies and certificates of insurance, securities, bank deposits, bank accounts and cash;

4. all books, records and documents relating to any Collateral;

5. all permits, licenses and franchises for the operation and ownership of the Franchised Restaurant, and all rights incident or appurtenant to such licenses, authorizations and permits; and

6. all accessions, additions and improvements to, and all replacements, substitutions and parts for, and all proceeds and products of, the Collateral, including proceeds of insurance.

The Obligations secured by the security interest in and to the Collateral include: all amounts owed by Franchisee to JIB from time to time under this Agreement (including Royalties, Marketing Fees and interest); all amounts owed by Franchisee to JIB from time to time under any other agreement between JIB and Franchisee; all costs and expenses incurred by JIB in order to enforce this Agreement and to collect the amounts due hereunder; and any advances made by JIB to Franchisee.

Franchisee shall, at its sole cost and expense, execute and deliver to JIB such other and further documents, instruments and agreements as reasonably requested by JIB to create, maintain, perfect, or assure the priority of, the security interest granted hereby. JIB is hereby appointed as agent and attorney-in-fact of Franchisee, which appointment is coupled with an interest, and shall be irrevocable so long as any of the Obligations remain outstanding, to execute and deliver such documents, endorsements and instruments, and to take all such other actions (to the maximum extent permitted by law) in the name and on behalf of Franchisee as JIB may deem necessary or advisable

to create, maintain, perfect, assure the priority of, or foreclose, its security interest in and lien on the Collateral.

9. ACCOUNTING PROCEDURES, TAXES AND RIGHT OF AUDIT

A. Records That Must Be Maintained

Franchisee agrees to keep complete records of the franchised business and for any Affiliate of Franchisee that has transactions with the franchised business (collectively, "businesses") for so long as required by state or federal law, but in no event less than three years. Although JIB reserves the right to change its record-keeping requirements with reasonable notice to Franchisee, the records it currently requires Franchisee to keep are:

1. Weekly cash and sales reports;

2. General ledger (defined as a ledger that contains a collection of all the assets, liabilities, owner's equity, Gross Sales and expense accounts);

3. Cash disbursements journal (check register);

4. Monthly bank statements and related canceled checks;

5. All tax returns (monthly and quarterly sales tax returns as well as corresponding Federal and State income tax returns, be it personal, partnership or other, on which the Franchised Restaurant's results have been declared);

6. Suppliers' invoices (both paid and unpaid);

7. Dated cash register sales information consisting of the following: daily sales reports/tapes, weekly sales reports/tapes, and weekly cumulative sales reports/tapes, as appropriate given the cash register system in use;

8. Quarterly Balance Sheets;

9. Quarterly Profit and Loss Statements;

10. Petty cash receipts;

11. Personnel and payroll records and documents required by federal, state or local laws for all of Franchisee's employees;

12. Copies of all state sales tax returns relating to sales at the Franchised Restaurant;

13. Records showing that Franchisee and Franchisee's employees are trained in accordance with JIB's training requirements, as specified in the Manuals; and

14. Documents evidencing the formation and ownership structure of any legal entity to which this Agreement has been assigned, including articles of incorporation, bylaws, stock certificates, operating agreements, partnership agreements, and any similar documents relating to the entity.

B. Accounting Documents to be Periodically Submitted to JIB

In addition to maintaining the above-referenced documents, Franchisee agrees to provide JIB with the following documents in the time frames specified:

1. Quarterly and fiscal year to date profit and loss statements for the business, in the format prescribed by JIB. These must be provided to JIB within twenty-seven (27) days after the end of each quarter.

2. Quarterly balance sheets for the business in accordance with the fiscal year of the Franchisee. These must be submitted within twenty-seven (27) days of the end of each quarter, including the fourth quarter, of Franchisee's fiscal year.

3. Complete annual financial statements, which (if required by JIB) shall be audited by a Certified Public Accountant acceptable to JIB, together with a full identification of all persons with any ownership interest in the Franchisee and Franchised Restaurant, and the nature and extent of such interest. These must be submitted to JIB within ninety (90) days after the close of each fiscal year of Franchisee. If Franchisee adjusts the annual financial statements after submitting them to JIB, then Franchisee agrees to supply JIB with such adjustments within thirty (30) days after making the adjustment.

4. If JIB is unable to access, or for any reason does not obtain, Franchisee's weekly sales by restaurant through electronic polling of Franchisee's computer system, then Franchisee must submit its weekly sales figures to JIB each Monday morning by telephone or facsimile, or at such time, or by such other means, as JIB reasonably requests.

5. Such other accounting and financial records as JIB may reasonably request from time to time.

The items listed in paragraphs 1, 2 and 3 above must be prepared in accordance with accounting principles generally accepted in the United States of America, which are consistently applied.

C. Taxes

Franchisee will pay to JIB all sales or use taxes, goods and services taxes, personal property taxes, gross receipt taxes, excise taxes, value added taxes and similar taxes imposed upon or required to be collected by JIB, on account of goods or services furnished to Franchisee through sale, lease or otherwise, or on account of collection by JIB of, including but not limited to, the Franchise Fee, Royalty, or Royalty for Games and Devices. Franchisee will pay such taxes upon demand and in the manner designated by JIB.

D. Audits

JIB has the right at any time during business hours, without prior notification, to inspect and audit, or cause to be inspected and audited, at its own expense, the business records, including, but not limited to, the records listed in subsections A and B above. The inspection or audit will be conducted at the location where the business records are customarily maintained.

If the inspection or audit discloses an understatement of Gross Sales or Gross Sales from Games and Devices, Franchisee shall pay to JIB within fifteen (15) days after receipt of the inspection or audit report, the Royalties and Marketing Fees (and rent, if the Premises are leased from JIB) due on the amount of such understatement.

If the inspection or audit is made necessary by the failure of Franchisee to furnish reports, supporting records, financial statements, or other information as required by this Agreement; or to furnish such reports, information and statements on a timely basis; or if an understatement of Gross Sales or Gross Sales from Games and Devices for the period of any audit is determined by any such inspection or audit to be greater than one percent (1%), Franchisee must promptly reimburse JIB for all reasonable costs of such inspection or audit, including without limitation, the charges of attorneys and any independent accountants, and the travel expenses, room and board and per diem charges for employees of JIB. The foregoing remedies are not exclusive, but in addition to all other remedies and rights of JIB under this Agreement or applicable law.

E. Release of Financial and Other Information

Franchisee hereby gives permission to JIB to release to Franchisee's Owners, landlords and lenders, or prospective landlords or lenders, any financial and operational information relating to Franchisee and/or the Franchised Restaurant.

10. CONFIDENTIAL INFORMATION

A. Franchisee understands and acknowledges that JIB has invested, and continues to invest, considerable sums of money in developing the System. Because of the competitive nature of the restaurant business, and to protect the legitimate interest

of JIB and other JACK IN THE BOX franchisees, it is necessary to protect certain information about the System as confidential.

B. For purposes of this provision, "Confidential Information" includes: product recipes and tests, ingredients used in JIB's products, product preparation procedures, customer service measures and techniques, franchise support procedures, supplier relationship and distribution system information, new product development information, product testing procedures and information, the Manuals, growth plans or strategies, real estate development plans or strategies, restaurant design plans, proposed restaurant sites, equipment designs, computer systems, business and development plans and strategies, training programs, access to and information contained on the JACK IN THE BOX restaurant intranet and other non-public JACK IN THE BOX websites (including but not limited to training materials and reference manuals), consumer research results, marketing and advertising strategies and materials, financial performance (including but not limited to sales and earnings), and all other information designated by JIB as confidential.

C. Confidential Information does not include: (a) information, concepts methods, procedures or techniques that are, or become generally known in the quick-service and quick-casual restaurant industries in the United States, other than through disclosure by Franchisee, whether deliberate or inadvertent; (b) the disclosure of Confidential Information in judicial or administrative proceedings to the extent that Franchisee is legally compelled to disclose such information, provided that Franchisee has afforded JIB with the opportunity to obtain an appropriate protective order or other assurance that the information will treated as confidential; or (c) information that Franchisee can demonstrate came to its attention prior to disclosure thereof by JIB.

D. Franchisee will be provided with Confidential Information in connection with its operation of the Franchised Restaurant. Franchisee agrees that both during the term of this Agreement and thereafter, Franchisee (a) will use the Confidential Information only in the operation of the Franchised Restaurant, and not in any connection with any other business; (b) will not make copies of any Confidential Information without the express written consent of JIB; (c) will not communicate, divulge or disclose the Confidential Information to any person or entity who does not need access to it to operate the Franchised Restaurant; and (e) will not use the Confidential Information, or allow it to be used, for the benefit of any third party.

E. Franchisee acknowledges and agrees that all Confidential Information, including all customer data, customer contact lists, sales, transaction and restaurant operating data, is and will remain the sole and exclusive proprietary property of JIB. JIB may use that data in any manner that it deems appropriate, including, without limitation, providing general or consolidated financial or operating reports to existing and prospective franchisees and other third parties. JIB hereby licenses use of such data back to Franchisee for the term of this Agreement and only for use in connection with the operation of the Franchised Restaurant. Franchisee may not use the data for any purpose other than operating the Franchised Restaurant, or sell or transfer any of the

above data except to a buyer as part of an approved Transfer. Franchisee shall comply with any standards and policies that JIB may issue relating to data used in the operation of the Franchised Restaurant. Franchisee shall immediately notify JIB of any possible or actual data breach.

F. JIB may require Franchisee to obtain from all partners, Owners, directors, officers and management personnel, as a condition of their employment or otherwise, covenants that they will maintain the confidentiality of all Confidential Information that they receive in connection with their employment at the Franchised Restaurant. Such covenants will be in a form satisfactory to JIB, including, without limitation, specific identification of JIB as a third-party beneficiary of such covenants, with the independent right to enforce them. Franchisee may be required to provide JIB with copies of all such covenants.

G. JIB requires that all Owners sign a commercially reasonable Confidentiality and Non-Competition Agreement.

H. Franchisee understands and acknowledges that any failure to comply with the requirements of this Section will result in substantial injury and damage to JIB for which there is no adequate remedy at law. For these reasons, if Franchisee violates or threatens to violate any term of this provision, JIB will be entitled, in addition to any other remedies and damages available, to seek injunctive or other equitable relief to restrain the violation of this provision by Franchisee and its agents or employees. Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by JIB in obtaining specific performance of, or an injunction against violation of, the requirements of this Section in addition to any other claims to which JIB may be entitled.

11. OWNERSHIP OF INTELLECTUAL PROPERTY

Franchisee agrees hereby that all right, title and interest to the System and the Marks are and shall remain vested solely in JIB, and that any use thereof by Franchisee shall inure to the benefit of JIB. Franchisee hereby disclaims any right or interest in the System, the Marks or in the goodwill derived therefrom, and Franchisee agrees not to contest, directly or indirectly, the validity of JIB's Marks or JIB's ownership, title, right or interest in the Marks and/or the System and/or JIB's sole right to register, use or license others to use the same. Franchisee agrees that all information loaned, or otherwise made available to him, and all disclosures made to him and not to the general public, by or at the direction of JIB at any time before or during the term of this Agreement, including, but not limited to, the Manuals, specifications, and any modifications or amendments thereto, in their entirety are trade secrets of JIB for purposes of this Agreement, and shall be kept confidential and used by him only in the operation of the Franchised Restaurant and any other franchised JACK IN THE BOX restaurants franchised to Franchisee.

If it becomes advisable at any time, in JIB's sole discretion, to modify or discontinue use of any Marks or part of the System and/or to use one or more additional

or substitute Marks or aspects of the System, Franchisee shall immediately modify or discontinue the use of such Mark or aspect of the System, or use the additional or substitute Mark or aspect of the System.

Franchisee shall not, directly or indirectly, at any time during the term of this Agreement or thereafter, do, or cause or permit to be done, any act in any way impairing or tending to impair JIB's right, title or interest in the Marks or System. Except as provided herein, JIB shall not be required to participate in the defense of and/or to indemnify Franchisee for damages or expenses incurred by Franchisee if he becomes a party to any administrative or judicial proceeding involving the Marks or the System. Franchisee shall not institute any legal action or any other kind of proceeding based upon the Marks, without JIB's prior written approval.

Franchisee shall immediately notify JIB of any infringements or imitations of the Marks or the System, or of any challenges to Franchisee's use of any of the Marks or the System, and JIB shall have the sole discretion to take such action, if any, it deems appropriate. JIB may control any administrative proceedings or litigation affecting the Marks or the System. Franchisee shall cooperate in the prosecution or defense of any such action, and shall be named as a party in any such action if so desired by JIB. JIB shall bear the legal expenses incident to Franchisee's participation in such action, except for the cost of Franchisee's personal legal counsel if Franchisee elects to be represented by counsel of his own choosing.

JIB makes no express or implied warranty with respect to the validity of any JIB Marks. Franchisee acknowledges Franchisee's understanding and agreement that Franchisee will be conducting business utilizing some JIB Marks that have not been registered and that registration may not be granted for the unregistered Marks, and that some JIB Marks may be subject to use by third parties unauthorized by JIB.

12. INSURANCE

During the term of this Agreement, Franchisee shall obtain and maintain in full force and effect, at his own expense, such insurance coverages as may be required of Franchisees by JIB. Such requirements shall be specified in the Manuals, or may be specified in any Lease Agreement between JIB and Franchisee, or otherwise provided to Franchisee in writing by JIB. Prior to the opening of the Franchised Restaurant and thereafter, throughout the term of this Agreement, Franchisee shall furnish JIB with evidence satisfactory to JIB of such insurance coverages in effect in the form of Certificates of Insurance and any insurance policy endorsements required by JIB, and a copy of the Franchisee's insurance policy(ies), if requested by JIB. Renewal Certificates of Insurance shall be delivered to JIB no later than thirty (30) days prior to the expiration date of all policies. All deductible amounts on all insurance policies required hereunder shall be disclosed in writing to and shall be subject to approval by JIB, and noted on the applicable Certificate of Insurance. The insurance requirements including but not limited to coverages and policy limits, may be increased or modified from time to time by JIB at its sole discretion. Requirements as of the date hereof are:

A. Commercial General Liability insurance, including Products Liability coverage, and Broad Form Contractual Liability coverage, written on a "per occurrence" policy form in an amount of not less than $5,000,000 combined single limit per occurrence and aggregate. Such insurance must not contain an exclusion for occurrences arising from food-borne illness, and must insure the contractual liability of Franchisee under Section 13 of this Agreement.

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

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

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

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

All insurance policies required hereunder of the Franchisee: (a) shall be primary and non-contributory; (b) shall be issued by an insurance company(ies) with a rating of not less than "A-VIII" in the current A.M. Best Insurance Rating Guide or approved by JIB; (c) shall name JIB and its Affiliates, and any other parties as JIB may request, as "additional insureds," and shall contain an "Additional Insured-Designated Person or Organization" endorsement (or its equivalent), except workers' compensation insurance only, without any qualifying language; (d) shall provide that the insurance cannot be canceled, materially changed, or non-renewed, except upon thirty (30) days' advance written notice to JIB; and (e) shall contain a waiver of subrogation rights of the insurer(s) against JIB, which waiver shall be effective regardless of whether any loss is caused by the act, omission or negligence of JIB, and shall contain a "Waiver of Transfer of Rights of Recovery Against Others" endorsement (or its equivalent).

13. INDEMNIFICATION

Franchisee is responsible for all losses, damages, and liabilities (whether contractual, statutory or otherwise) to third persons arising out of or in connection with

the possession, ownership or operation of the Franchised Restaurant, and for all claims or demands for damages to property, or for injury, illness or death of persons directly or indirectly resulting therefrom; and Franchisee shall defend, indemnify and hold harmless JIB, its Affiliates, employees, officers, directors and agents from all such claims, demands, losses, obligations, costs, attorneys' fees, expenses, liabilities, debts or damages directly or indirectly resulting therefrom, unless resulting from the gross negligence or willful misconduct of the indemnified parties.

If such claims are asserted against an indemnified party, JIB shall notify Franchisee, and Franchisee will assume the defense of such claims. If Franchisee fails to assume the defense, then JIB may defend in such manner as it deems appropriate. Franchisee shall reimburse the indemnified party for all costs, including attorneys' fees, and the reasonable value of time spent by corporate counsel, incurred by the indemnified party in effecting such defense, in addition to any sum that the indemnified party may incur by reason of any settlement or judgment. The indemnified party's right to defense and indemnification hereunder shall exist, notwithstanding that its joint or concurrent liability may be imposed on it by law.

14. ASSIGNMENT OF THE FRANCHISE

A. This Agreement is personal to Franchisee (or if Franchisee is a legally formed entity, the Owners of Franchisee). Neither Franchisee nor any Owner shall sell, assign, pledge, mortgage, hypothecate, give as security or in any manner encumber or otherwise transfer (hereinafter, "Transfer") this Agreement or any direct or indirect right or interest in the franchise granted, or any direct or indirect interest in Franchisee, nor permit any such Transfer to occur directly or indirectly, whether by agreement or operation of law, without the prior written consent of JIB. Without limiting the generality of the foregoing, this provision applies to any Transfer between Owners.

Absent JIB's express written release of liability, Franchisee (and, if Franchisee is a legally formed entity, its Owners) shall remain liable for all obligations under this Agreement.

B. Any purported Transfer contrary to the provisions of this Agreement shall be void and of no force or effect.

C. Subject to the prior written consent of JIB, Franchisee may assign this Agreement to a partnership, corporation or other legally formed entity other than a trust that is not then or thereafter to be engaged in any business other than operation of the Franchised Restaurant, and in which Owners of Franchisee shall own one hundred percent (100%) of the outstanding ownership interest in the same proportions as their respective interests in Franchisee prior to such assignment. Any such assignment shall not relieve any Owner of personal liability for performance of all obligations under this Agreement. No subsequent transfer in such assignee shall be made without JIB's prior written approval. Franchisee, or the Operator, if Franchisee is not an individual,

shall, throughout the term of this Agreement, own the percentage ownership interest in Franchisee specified by JIB in writing.

The Articles of Incorporation, By-Laws, and other similar documents of Franchisee, copies of which shall be provided to JIB upon JIB's request, shall at all times reflect the restrictions contained in this Agreement, unless otherwise directed by JIB. All stock certificates or other evidence of ownership shall bear on their face the following legend restricting transfer:

"Ownership of this certificate and the shares evidenced thereby may be sold, assigned, transferred, pledged, hypothecated or otherwise alienated only under and subject to one or more JACK IN THE BOX restaurant Franchise Agreements, copies of which may be obtained from Jack in the Box Inc., 9330 Balboa Avenue, San Diego, California 92123."

D. At no time shall Franchisee be owned by more than eight (8) persons. For the purpose of determining the number of persons owning a direct or indirect interest in Franchisee, each individual Owner of a partnership or corporation with a direct or indirect interest in Franchisee, and each trustee of any trust owning a direct or indirect interest, shall be considered an Owner of Franchisee.

E. Any Transfer, including (but not limited to) assignments among Owners of Franchisee, shall require, among other items: (i) delivery of an updated Certification of Entity Structure Form; (ii) delivery of complete financial statements of the proposed transferee and other information satisfactory to JIB; (iii) the payment by Franchisee of up to, but not exceeding, two thousand five hundred dollars ($2,500) per site to JIB (other than in an assignment by the Owners to a corporation, which is one hundred percent (100%) owned by the Owners); (iv) the execution by each Owner of a general release (in form satisfactory to JIB) in favor of JIB, covering (without limitation) all transactions or occurrences of any kind prior to the proposed assignment, whether arising out of the franchise relationship or otherwise, between Franchisee and JIB; (v) the payment of all amounts owed to JIB by Franchisee; (vi) the execution of a personal guarantee by each transferee, if the transferring Owner had executed the same; and (vii) such other conditions as JIB may require.

F. There are no restrictions on JIB's ability to assign this Agreement, and any such transfer or assignment shall inure to benefit any transferee or assignee or other legal successor to the interest of JIB.

15. DEATH OR PERMANENT INCAPACITY OF FRANCHISEE

In the event of the death or incapacity of Franchisee or an Owner, the interest of such Owner or Franchisee may be transferred to the Owner or Franchisee's heirs or personal representative if:

A. Such person is deemed in JIB's sole discretion to fulfill its requirements relating to financial condition, character, and managerial qualifications and commitment for Franchisees, as in effect at the time of transfer; and to meet any other requirements that JIB shall then be generally applying; and

B. Such person agrees in writing to assume full and unconditional liability for and to perform all the terms and conditions of this Agreement to the same extent as the original Franchisee.

If such person is not so approved, the Franchisee's personal representative shall use its best efforts to sell the Franchised Restaurant (or the interest therein) to a person acceptable to JIB within twelve (12) months, subject to the Right of First Refusal set forth in the following Section. During such period, JIB shall have the option but not the obligation to operate and/or manage the Franchised Restaurant on Franchisee's (or his estate's) behalf until the interest is transferred to a person acceptable to JIB. JIB shall make a complete accounting, and shall forward the net income from the operation to Franchisee or his estate, less JIB's expenses and a reasonable management fee, if it elects to operate and/or manage the restaurant. If the interest of the Franchisee or such Owner is not conveyed to a party acceptable to JIB within a twelve- (12) month period from the date of death or incapacity of such person, JIB shall have the option but not the obligation to purchase such person's interest at fair market value, by giving notice of JIB's intent to purchase within thirty (30) days of the end of such twelve- (12) month period.

If, at the end of that time period, the interest of a deceased or incapacitated Franchisee or Owner has not been conveyed to a party acceptable to JIB, and JIB has not exercised its option to purchase such person's interest at fair market value, JIB may immediately terminate this Agreement, which termination shall be effective upon receipt of notice thereof by Franchisee's or Owner's personal representative.

As used herein, "incapacity" means suffering from a physical or mental impairment, or a combination of both, rendering such Franchisee, partner or stockholder unable to substantially perform all of his duties in connection with the Franchised Restaurant, which is verifiable by medical findings, and appears reasonably certain to continue for at least one (1) year without substantial improvement.

16. RIGHT OF FIRST REFUSAL

Franchisee or any Owner shall give JIB forty-five (45) days' written notice of any proposed sale of any interest in this Agreement, Franchisee, or the franchise (including, without limitation, any securities of Franchisee or the assets of the Franchisee), setting forth the name and address of the prospective purchaser, the price and terms of the offer, an application for JIB's approval of the purchase in form acceptable to JIB (completed by the prospective purchaser), a copy of the fully executed sales contract (expressly stating that the transfer is contingent upon JIB approval and waiver of its right of first refusal), and such other information as JIB may request. JIB shall, upon

receipt of all required information, then have the option to purchase the interest at the price and upon the terms of such offer. JIB shall notify Franchisee within thirty (30) days after receipt of all such information (and from the furnishing of any additional information it may request) of its intent to exercise the option. If the proposed transaction includes assets of Franchisee not related to the operation of the Franchised Restaurant, JIB may at its discretion exercise its option only with respect to the interest of the Franchised Restaurant. In such event, an equitable purchase price shall be allocated to each asset included in the proposed transaction. In exercising its rights under this section, JIB shall be entitled to all customary representations and warranties from the Seller that assets are free and clear (or if not, accurate and complete disclosure) as to: (1) ownership, condition and title; (2) liens and encumbrances; (3) environmental and hazardous substances; and (4) validity of contracts inuring to the buyer or affecting the assets, whether contingent or otherwise. If a transfer is proposed to be made by gift, JIB will designate, at its expense, an independent appraiser to determine the fair market value of the interest proposed to be transferred. JIB may purchase the interest at the price determined by the appraiser.

This right of first refusal shall apply to any transaction in which any part of the legal or beneficial ownership of the license granted by this Agreement will be vested in other than Franchisee. The election by JIB not to exercise its option to meet any offer shall not affect its right as to any subsequent offer. Any sale effected without first giving JIB the right of first refusal shall be void and of no force and effect.

Notwithstanding the above, JIB's right of first refusal is not applicable to a sale of furnishings or equipment of the Franchised Restaurant in connection with the replacement of such furnishings or equipment, or the disposal of excess furnishings or equipment, in the ordinary course of business.

If JIB does not exercise its option, the proposed sale may nonetheless be concluded only with JIB's written consent to the transfer. Such consent shall not be unreasonably withheld upon compliance with the conditions imposed by JIB on such transfer, including, but not limited to, the following:

A. All obligations of Franchisee to JIB, whether arising under this Agreement or otherwise, shall be fully satisfied at or prior to such transfer.

B. The prospective purchaser shall be approved as a Franchisee under JIB's standards then in effect, including requirements relating to financial condition, character, managerial qualifications and commitment, and other conditions as JIB may then be applying. It is understood that the prospective purchaser must meet with representatives of JIB in San Diego, California, or such other location as JIB may designate.

C. The prospective purchaser shall have completed JIB's required training program for new franchisees to JIB's satisfaction.

D. JIB must be satisfied that the terms and conditions of the transaction will not negatively affect the possibility of success of the business in light of the conditions under which it is purchased; however, JIB's review of the terms and conditions of the proposed transaction do not constitute a guaranty or warranty of the success or profitability of the Franchised Restaurant.

E. Execution by Franchisee seller of a general release in favor of JIB in a form satisfactory to JIB.

F. JIB shall be paid a fee of up to, but not exceeding, two thousand five hundred dollars ($2,500) per site for its costs in connection with the transfer.

17. COMPLIANCE WITH OTHER AGREEMENTS

Franchisee shall comply with and perform all covenants contained in any other agreement, instrument, or other document between JIB or its Affiliates, or any of them, and Franchisee or its Affiliates or Owners, or any of them. This includes, without limitation, any franchise agreement; lease agreement; note; any written or oral agreement; any account for the purchase of product or services between JIB and Franchisee, whether or not pertaining to the Franchised Restaurant; and any Development Agreement signed between Franchisor and Franchisee. A default, in whole or in part, under any of the aforementioned agreements or notes, shall constitute a default under this Agreement.

18. TERMINATION

JIB may terminate this Agreement and the license granted herein, or may exercise any lesser-included right, such as requiring a temporary closure of the Franchised Restaurant, upon any of the following grounds if Franchisee fails to correct the condition within the period specified, without prejudice to any other rights or remedies provided by law or under this Agreement:

A. Franchisee will be deemed to be in default under this Agreement, and all rights granted herein will immediately terminate automatically and without notice to Franchisee if any of the following events occur:

1. Franchisee makes a general assignment for the benefit of creditors.

2. Franchisee commences a voluntary petition under bankruptcy, insolvency or any similar law; or an involuntary case under bankruptcy or insolvency or similar law is filed against Franchisee and is either unopposed by Franchisee or is not dismissed within thirty (30) days of filing; or an order or decree for relief under bankruptcy, insolvency or similar laws is entered regarding Franchisee. Franchisee expressly waives all rights under the provisions of the bankruptcy or other applicable laws and rules, and consents to the immediate termination of this Agreement as provided herein. Franchisee agrees not to seek an order from any court, tribunal or

agency in any jurisdiction relating to bankruptcy, insolvency, reorganization or any similar proceedings that would have the effect of staying or enjoining this provision.

3. A bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets or real or personal property is filed by, consented to or not opposed by Franchisee.

4. Franchisee becomes insolvent in that (a) Franchisee generally fails, or is generally unable, to pay its obligations as they become due in the regular course of business, or (b) the value of Franchisee's assets is less than the value of its liabilities.

5. If Franchisee is a corporation, partnership or other legal entity and Franchisee is dissolved.

6. Execution is levied against the franchise, the Franchised Restaurant or property or the Premises.

7. A suit to foreclose any lien or mortgage against the Premises or equipment is instituted and not dismissed within thirty (30) days.

8. Franchisee at any time ceases to operate the Franchised Restaurant for a period of five (5) days other than due to a force majeure or as otherwise authorized by the JIB in writing, or otherwise abandons the Franchised Restaurant.

9. Franchisee fails for any reason to commence operation of the Franchised Restaurant within one-hundred and twenty (120) days of the date of this Agreement.

B. Franchisee will be deemed to be in default, and JIB may, at its option, terminate this Agreement and all rights granted under this Agreement upon any of the following grounds. Termination will become effective immediately upon notice to Franchisee.

1. JIB reasonably determines that a threat or danger to public health or safety is likely to result from the construction, maintenance or operation of the Franchised Restaurant.

2. Franchisee, Operator, Designated Market Operator, or any stockholder, member, partner, owner, director or officer of Franchisee, engages in conduct, or is arrested for, admits to, is convicted of, or pleads guilty or no contest to, any crime or offense that is reasonably likely to have a serious adverse effect on the System, the franchisees operating under the System, the Proprietary Marks, the goodwill associated therewith, or JIB's interest therein.

3. Franchisee fails for a period of ten (10) days to make any of the payments required under this Agreement.

4. A final judgment remains unsatisfied or of record for thirty (30) days or longer (unless an appeal bond has been filed).

5. Franchisee discloses, makes any unauthorized duplicates of, or otherwise improperly divulges or uses the contents of the Manual or other confidential information provided to Franchisee by JIB contrary to the terms of Sections 5A or 10 of this Agreement.

6. Franchisee creates, maintains, or submits to JIB, any governmental agency or any financial institution, any books, records, reports or other information relating to the Franchised Restaurant that contains any materially false, inaccurate, incomplete or misleading statements, or omits any fact necessary in order to make the statements made not materially misleading.

7. Franchisee fails on three (3) or more separate occasions within any twenty-four (24) month period to comply with this Agreement, or to execute JIB's standards as outlined in the Manuals as measured by JIB's restaurant inspections, whether or not such failures are corrected after notice of default is given, or Franchisee fails on two (2) or more separate occasions within any twelve (12) month period to comply with the same requirement under this Agreement, whether or not such failure to comply is corrected after notice of default is given.

8. Franchisee has made material misrepresentations or omissions in Franchisee's franchise application or this Agreement.

9. Franchisee makes any unauthorized use of the Marks, or fails to strictly comply with the terms set forth in Sections 1 or 11 of this Agreement.

C. Franchisee will be deemed to be in default and JIB may, at its option, terminate this Agreement and all rights granted under this Agreement upon any of the following grounds. If the condition is susceptible of being cured, Franchisee must correct the condition within the period specified below, or termination will be effective at the conclusion of the cure period.

1. Franchisee fails to maintain and operate the Franchised Restaurant in accordance with the standards and specifications, including, but not limited to, selling any product that Franchisee knows or should know does not conform to JIB's specifications, failing to sell any product required by JIB, or selling any product that is not approved by JIB. Franchisee will have five (5) days to correct such condition.

2. Franchisee loses the right to possess the Premises, or otherwise forfeits the right to do or transact business in the jurisdiction where the Franchised Restaurant is located. Franchisee will have five (5) days to correct such condition.

3. Franchisee or any Owner of Franchisee purports to transfer any rights or obligations under this Agreement or any interest in Franchisee in violation of the terms of Section 14 of this Agreement. Franchisee will have five (5) days to correct such condition.

4. Franchisee fails to comply with the in-term covenants in Section 19 of this Agreement or fails to obtain execution of the covenants required under that Section. Franchisee will have five (5) days to correct such condition.

5. Franchisee denies JIB's right to inspect, examine or audit the Franchised Restaurant or the Franchisee's books. Franchisee will have five (5) days to cure such condition.

6. Franchisee fails to submit any financial statement or report when required, or his submission is incorrect or incomplete. Franchisee will have thirty (30) days to correct such condition.

7. Franchisee fails to pay any federal or state income, sales or other taxes due on the Restaurant's operations, unless Franchisee is in good faith contesting liability for such taxes. Franchisee will have five (5) days to correct such condition.

8. Franchisee violates any federal labor laws. Franchisee shall have fourteen (14) days to cure such condition.

9. Franchisee fails to keep the business open and in normal operation for such hours and days as JIB may from time to time specify in the Manual or as JIB may otherwise specify or approve in writing. Franchisee will have five (5) days to correct such condition.

10. Franchisee fails to make regular payments to JIB or any vendor for any monies due and owing. Franchisee will have thirty (30) days to correct such condition.

11. Franchisee fails to begin the repair or restoration of the Franchised Restaurant within ninety (90) days after damage or destruction, and to diligently pursue such repair or restoration to completion within a reasonable time thereafter, or fails to insure the Franchised Restaurant as provided in Section 12. Franchisee will have thirty (30) days to correct such condition.

12. Franchisee fails to maintain the Franchise Restaurant and Premises in good condition and repair or fails to make all improvements determined by JIB to be reasonable necessary to reflect the current System standards. Franchisee will have thirty (30) days to correct such condition.

13. Franchisee fails to comply with any other provision of this Agreement or defaults under any other franchise agreement, development agreement,

lease agreement, note, or any agreement or account for the purchase of product or services between JIB and Franchisee, whether or not pertaining to the premises. Franchisee will have thirty (30) days to correct such condition.

D. If any applicable law or rule requires greater prior notice of termination, the prior notice required by such law or rule will be substituted for the notice requirements specified above.

E. JIB's failure to terminate this Agreement upon the occurrence of one or more of the above events shall not constitute a waiver, or otherwise affect the right of JIB to terminate this license because of any other occurrence of one or more of the aforesaid events.

F. Upon termination or expiration of this Agreement, Franchisee's right to use the Marks and the System shall terminate. Franchisee shall not thereafter identify himself as a JACK IN THE BOX Franchisee, nor use any of the Marks or any mark confusingly similar thereto, nor use or disclose to others any of JIB's trade secrets, operating procedures, or promotional materials. Upon termination or expiration of this franchise, Franchisee will immediately return to JIB all Manuals, together with all other material containing trade secrets, restaurant operating instructions or business practices of JIB.

G. Franchisee grants to JIB, upon termination or expiration of this Agreement, the option to purchase all usable inventory of food supplies, paper goods, containers, printed menus and other materials bearing JIB's trade names or Marks at Franchisee's cost; and to purchase the restaurant equipment, furniture, fixtures and signs at fair market value.

H. Franchisee shall, immediately upon termination or expiration of this Agreement, make such removals or changes in signs and the building as JIB shall request, to distinguish the Premises from its former appearance and from any other JACK IN THE BOX restaurant. In the event Franchisee fails to make such changes, Franchisee hereby consents to JIB entering the Premises to make non-structural changes at Franchisee's expense.

I. In the event of termination for any default of Franchisee, any damage suffered by JIB shall be a lien in favor of JIB against the personal property, machinery, fixtures and equipment owned by Franchisee on the Premises at the time of such default. Said lien shall be in addition to any other rights or remedies of JIB that exist under statute, regulation or common law.

19. RESTRICTIONS ON OTHER BUSINESS INTERESTS

A. Franchisee shall be responsible for notifying JIB in writing of any intention of Franchisee, an Owner or an Operator to participate or engage, directly or indirectly, in any business activity other than JACK IN THE BOX restaurant business activities, at

least ninety (90) days before (a) that person becomes a party to any agreement or understanding relating to such activity, or (b) such activity commences, whichever is earlier. Franchisee shall be responsible for providing JIB with such information about the activity as JIB may reasonably request from time to time, including but not limited to information about products that may be sold as part of that business activity. In the event of a dispute regarding whether Franchisee's, an Owner's or an Operator's participation in a business activity would violate the terms of this Agreement, Franchisee and JIB agree to mediate said dispute in accordance with the terms of Section 20C of this Agreement; however, in no event will JIB be required to mediate such a dispute if Franchisee has not timely notified JIB of the planned participation in the business activity.

B. Franchisee acknowledges that, pursuant to this Agreement, Franchisee, Owners and Operator will receive confidential and trade secret information, including but not limited to promotional, operational, training, sales and marketing methods, techniques, plans and concepts of JIB and the System. Franchisee further acknowledges its obligation to develop the franchised business and to promote the interests of the System. Accordingly, Franchisee agrees as follows:

1. Except as otherwise approved by JIB in writing, during the term of this Agreement, Franchisee, Owners, and Operator shall not, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with, any person, firm, partnership, corporation or other entity, own, maintain, operate, be employed by, engage in, advise, help, make loans to, or have any direct or indirect interest in, any restaurant business:

(i) whose format is similar to the format employed by the JIB System at that time (currently, the JIB System operates in a quick-service format, but JIB may change that format at any time), and

(ii) 20% or more of the sales of which are (or are likely to be) comprised of the kinds of products that are designated by JIB as Core Menu Items of JACK IN THE BOX® restaurants at that time. (Currently, hamburgers, specialty sandwiches and tacos are designated as Core Menu Items of JACK IN THE BOX restaurants, but JIB may designate different or additional products as Core Menu Items at any time.)

2. Except as otherwise approved by JIB in writing, the restrictions set forth in Subsection B.(1) of this Section shall also apply to Franchisee upon the earlier of (a) the expiration or termination of this Agreement, or (b) the assignment of this Agreement by Franchisee, and apply to each Owner and Operator upon the earlier of (a) the expiration or termination of this Agreement, (b) the assignment of this Agreement by Franchisee or (c) when such person ceases to be associated with Franchisee and the Franchised Restaurant; provided, however, that upon those events:

(i) the restrictions shall apply for a continuous uninterrupted period of one year thereafter; and

(ii) the restrictions shall only apply to the following restaurant businesses:

- any restaurant business that is located within two (2) miles of any then-existing JACK IN THE BOX restaurant;
- any restaurant business that is located at the Franchise Restaurant Premises;
- any restaurant business that is located within two (2) miles of the Premises, whether or not a JACK IN THE BOX restaurant is then being operated on those Premises.

Franchisee acknowledges that, while JIB has no obligation to expand the JACK IN THE BOX restaurant system, the number of JACK IN THE BOX restaurants and the locations of those restaurants may change over time.

3. The obligations of Franchisee, each Owner and Operator under Subsection B.(2) of this Section commence immediately upon expiration or termination of this Agreement, assignment of this Agreement by Franchisee, or upon the cessation of association of any Owner or Operator, whichever applies. If, at any time during the one-year period referred to in Subsection B.(2), Franchisee, the Owner or the Operator (as the case may be) fails to comply with its obligations under Subsection B.(2) of this Section, that period of noncompliance shall not be included in the one-year period described in Subsection B.(2)(i).

4. If any part of the restrictions in this Section is found to be unreasonable in time or distance by a court or other tribunal having valid jurisdiction, each month of time or mile of distance shall be deemed a separate unit so that the time or distance may be reduced by appropriate order of the court or other tribunal to that deemed reasonable.

5. Franchisee, Owners and Operator may, during the term of this Agreement, own all or a portion of a business other than a JACK IN THE BOX restaurant on the condition that all provisions of this Agreement are met, and:

(i) Franchisee, Owners or Operator do not use or allow others to use any part of the JACK IN THE BOX System in such business;

(ii) such business is not advertised on or from the Franchised Restaurant Premises, and the business does not share and is not combined in any advertisement with the Franchised Restaurant; and

(iii) no business is directed or diverted at any time for any reason by Franchisee or Operator from the Franchised Restaurant to any such business.

6. JIB shall have the right, in its sole discretion and without Franchisee's consent, to reduce the scope of any covenant in this Section. Any covenant as so reduced shall be fully enforceable. The reduction shall be effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee shall comply immediately with the covenant as so reduced.

C. Subsections B.(1) through B.(3) of this Section shall not apply to ownership by Franchisee, Owners, Operator or their spouses of less than a five percent (5%) beneficial interest in the outstanding equity securities of any corporation that is registered under the Securities Exchange Act of 1934, unless that individual also serves as a director or officer of, or in a management capacity in, such corporation.

D. Franchisee expressly agrees that any claim it may have against JIB, whether or not arising from this Agreement, shall not constitute a defense to JIB's enforcement of the covenants in this Section.

E. Franchisee acknowledges that its failure to comply with the requirements of this Section will cause JIB irreparable injury, and Franchisee hereby accordingly agrees that, in addition to all other legal or equitable rights and remedies that JIB may have under this Agreement or otherwise, JIB shall be entitled to seek the entry of an order by any court of competent jurisdiction for specific performance of, or for an injunction against violation of, the requirements of this Section.

F. Franchisee expressly acknowledges that it possesses business skills and abilities of a general nature, and can exploit such skills and abilities in settings other than the restaurant or food service industries, and that enforcement of the covenants in this Section will not prevent Franchisee from engaging in an entire line of business, using his business skills and abilities, or earning a living.

G. Notwithstanding any other provision of this Agreement, this Section shall be governed by, construed in accordance with, and enforced under the laws of the State of California; provided, however, that if this Section is deemed unenforceable under California law, then it shall be governed by, construed in accordance with, and enforced under the laws of the State in which the Franchised Restaurant is located.

H. Franchisee shall obtain and furnish to JIB an undertaking, to the same effect as the undertaking in this Section, from Franchisee's Operator (if Franchisee is not the Operator) and from such of the Owners, spouses of Owners and restaurant managers as JIB may designate. The undertakings shall be in writing in a form approved by JIB. JIB may require Franchisee to furnish the undertakings at any time during the term of this Agreement.

20. MISCELLANEOUS: GENERAL CONDITIONS

A. Interpretation/Entire Agreement

This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties relating to the subject matter hereof, and supersede any and all prior negotiations, understandings, representations, and agreements regarding that subject matter. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

You acknowledge that you are entering into this Agreement as a result of your own independent investigation of our franchised business, and not as a result of any representations about us made by our shareholders, officers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus, or other similar document required or permitted to be given to you pursuant to applicable law.

Paragraph captions are used only for convenience, and are in no way to be construed as part of this Agreement, or as a definition limitation or construction of the contents or scope of the paragraph. Words of any gender used in this Agreement shall include every other gender, and words in the singular or plural shall include the other, where the context requires.

B. Non-Waiver

JIB and Franchisee shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, without limitation, the right to demand compliance with every term, condition and covenant herein, or to declare any breach thereof to be a default and to terminate this Agreement prior to the expiration of its term) by virtue of: any custom or practice of the parties at variance with the terms hereof; any failure, refusal or neglect of JIB or Franchisee to exercise any right under this Agreement or to insist upon compliance by the other with its obligations hereunder, including, without limitation, compliance by Franchisee with any specification, standard or operating procedure; any waiver, forbearance, delay, failure or omission by JIB to exercise any right or option, whether of the same, similar or different natures, with respect to one or more other Franchisees or licensees of JACK IN THE BOX restaurants; or the acceptance by JIB of any payments from Franchisee after any breach of this Agreement. The rights or remedies set forth in this Agreement are in addition to any other rights or remedies, which may be granted by law.

C. Non-Binding Mediation

1. Except as provided in Section C.(5), controversies, disputes and claims between JIB, its Affiliates, and their shareholders, officers, directors, employees

and agents, or any of them, on the one hand, and Franchisee, its Owners, partners, trustees, shareholders, officers, directors and agents, or any of them, on the other hand, arising out of or related to this Agreement, the Franchised Restaurant or the franchised business shall be subject to non-binding mediation pursuant to the terms of this Section C. Except as specified in Section C.(5), no litigation may be commenced between such parties prior to the mediation termination date, as defined in Section C.(4), on any claim which is subject to non-binding mediation hereunder, whether or not the mediation has been commenced. The commencement or pendency of litigation will not stay non-binding mediation required hereunder, and non-binding mediation required hereunder will not stay any litigation commenced in conformity with Section C.(5). Mediation under this Section C. is not intended to alter or suspend the rights or obligations of the parties under this Agreement or to determine the validity or effect of any provision of this Agreement, but is intended to provide the parties with an opportunity to amicably and expeditiously resolve disputes in a cost-effective manner on mutually acceptable terms and conditions.

2. The non-binding mediation provided for hereunder shall be commenced by the party demanding mediation (the "complainant") by giving written notice of the demand for mediation (the "demand") to the party with whom mediation is sought (the "respondent"). The demand shall specify with reasonable particularity the matter or matters on which non-binding mediation is being sought. A copy of the demand shall be given by the complainant simultaneously to JIB, if JIB is not a complainant or a respondent.

3. Non-binding mediation hereunder shall be conducted in San Diego, California, by a mediator or mediation program designated by JIB in writing (the "designation"), or by such mediator as complainant and respondent may otherwise agree to. JIB shall send the designation to complainant and respondent within a reasonable time after its receipt of the demand.

4. Non-binding mediation hereunder shall be concluded within sixty (60) days of the giving of the demand, or such longer period as may be mutually agreed to in writing by the parties to the mediation (the "mediation termination date"). All aspects of the mediation process shall be treated as confidential, shall not be disclosed to others, and shall not be offered or admissible in any other proceeding or legal action whatsoever. Complainant and respondent shall each bear its own costs of mediation, and each shall bear one-half the cost of the mediator and mediation service.

5. If Franchisee is more than forty-five (45) days past due in any of its payments to JIB, or is past due in an amount greater than the prior month's Royalty, whether under this Agreement or any other Agreement or account with JIB, then JIB shall not be required to seek or to participate in mediation of any matter or dispute under this Section C. (although JIB reserves the right to require mediation), and JIB shall be free to commence or to pursue litigation at any time. JIB shall not be required to seek or to participate in mediation of any matter or dispute relating to the indemnification or insurance provisions of this Agreement (although JIB reserves the

right to require mediation). Nothing in this Section C. shall prevent any party from instituting or pursuing litigation at any time to preserve the status quo, protect the Proprietary Marks, protect the health or safety of the public, or avoid irreparable harm.

D. Governing Law, Jurisdiction and Venue

1. This Agreement shall become valid when executed and accepted by JIB at San Diego, California. The laws of California shall apply to any claim or controversy regarding the making, entering into, performance, or interpretation of this Agreement, without giving effect to any conflict-of-law rules of such jurisdiction. If, however, any provision of this Agreement would not be enforceable under the laws of California, Franchisee is located outside of California, and such provision would be enforceable under the laws of the state in which Franchisee is located, then such provision shall be interpreted and construed under the laws of that state.

2. Franchisee shall file any suit against JIB or its officers, directors, agents, employees or shareholders, arising out of this Agreement or otherwise, only in the federal or state court in the judicial district where JIB's principal offices are located at the time suit is filed. JIB may file any suit against Franchisee, arising out of this Agreement or otherwise, in any federal or state court in the judicial district where JIB's principal offices are located at the time suit is filed, or where Franchisee resides, or where the Franchised Restaurant is or was located, or where the claim arose; and Franchisee hereby consents to and waives all questions of personal jurisdiction and venue for the purpose of carrying out this provision.

3. JIB and Franchisee irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by JIB against Franchisee, or by Franchisee against JIB and/or its Affiliates or subsidiaries, and their shareholders, officers, directors, employees and agents, whether or not there are other parties in such action, to the extent permitted by law.

4. Any and all claims and actions arising out of, or relating to, this Agreement, the relationship of JIB and Franchisee, or Franchisee's operation of the Franchised Restaurant, shall be commenced within two (2) years from the occurrence of the facts giving rise to such claim or action, or such shorter term as is established by law, or such claim or action shall be barred.

5. If Franchisee breaches this Agreement, JIB shall be entitled to seek injunctive relief, in addition to such other relief to which it may be entitled in law or equity.

6. JIB and Franchisee hereby waive to the fullest extent permitted by law any right to, or claim of, any punitive or exemplary damages against the other, and agree that in the event of a dispute between them, each shall be limited to the recovery of actual damages sustained by it.

E. Severability

If any material provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable, JIB and Franchisee shall negotiate to amend this Agreement to provide substantially the same obligations and benefits for each as originally provided. If the parties are unable to agree on such an amendment, either may terminate this Agreement upon written notice to the other.

F. Notices

This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties relating to the subject matter hereof, and supersede any and all prior negotiations, understandings, representations, and agreements regarding that subject matter. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

You acknowledge that you are entering into this Agreement as a result of your own independent investigation of our franchised business, and not as a result of any representations about us made by our shareholders, officers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus, or other similar document required or permitted to be given to you pursuant to applicable law.

1. All notices to JIB shall be in writing, and shall be effective if hand delivered or sent by certified air mail, postage fully prepaid, national overnight carrier that provides a receipt, or by facsimile addressed to Jack in the Box Inc. at its offices at 9330 Balboa Avenue, San Diego, California 92123, Attention: Corporate Secretary, or at such other address as JIB shall from time to time designate in writing.

2. All notices to Franchisee, including a Notice of Termination, shall be in writing, and shall be effective if hand delivered or sent by certified mail, return receipt requested, postage fully prepaid, by overnight mail, or by facsimile or comparable electronic system, addressed to Franchisee or Operator at the Franchised Restaurant, the Premises or Franchisee's or Operator's last designated-in-writing mailing address.

3. Notices shall be deemed delivered and received on the earlier of (i) actual receipt; (ii) the fifth (5th) business day after being deposited in the U.S. Mail; (iii) the second (2nd) business day after being deposited with an overnight mail service; or (iv) the first (1st) business day after being sent by facsimile or comparable electronic system.

G. Franchisee Structure and Liability of Owners

Each Owner of Franchisee is individually bound by this Agreement. At no time shall Franchisee be owned by more than eight (8) persons, as defined in Section 14.D. Each Owner shall be jointly and severally liable to JIB for any failure of Franchisee to perform any obligation under this Agreement.

H. Signatures and Modification

This Agreement is not effective unless signed by JIB. If JIB elects not to sign the Agreement, JIB will refund you the initial franchise fee. This Agreement may be signed in counterparts, which, taken together, shall constitute one original document. This Agreement may be modified or amended only in writing, signed by both parties.

I. Continuing Obligations

All obligations of JIB and Franchisee which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

J. Cumulative Remedies

The rights of JIB and Franchisee hereunder are cumulative, and no exercise or enforcement by JIB or Franchisee of any right or remedy hereunder shall preclude the exercise or enforcement by JIB or Franchisee of any other right or remedy hereunder to which JIB or Franchisee is entitled by law.

K. Attorneys' Fees

In any litigation arising out of or relating to this Agreement, the prevailing party shall be paid by the other party all costs, including reasonable accounting and attorneys' fees, incurred as a result of the legal action.

L. Relationship of the Parties

Franchisee is an independent contractor, and shall not be deemed an agent, partner, joint venturer or employee of JIB. Franchisee shall have no right to bind or obligate JIB in any way, and shall in no way represent any right to do so. JIB shall have no control over the terms and conditions of employment of Franchisee's employees. Franchisee shall indicate his independent ownership of the Franchised Restaurant in all public records and on stationery, business forms and checks. Franchisee shall exhibit at the Franchised Restaurant, in such places and in such form as may be designated by JIB, a notification that the Franchised Restaurant is independently operated. No fiduciary relationship between the parties exists.

JACK IN THE BOX INC.	FRANCHISEE:
By: _____	_____
	Date: _____
Title: _____	
	_____
Date: _____	Date: _____
	_____
	Date: _____

EXHIBIT A

FRANCHISE RESTAURANT DESCRIPTION

EXHIBIT B

GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS ("Guaranty") is given this _____ day of _____, 20__, by the undersigned.

FRANCHISEE: , a limited liability company/corporation

Date of Franchise Agreement: _____, 20__

In consideration of, and as an inducement to, the execution of the above-mentioned *Jack in the Box*® Franchise Agreement (the "Agreement") by Jack in the Box Inc. ("Company"), each of the undersigned and any other parties who sign counterparts of this guaranty (referred to herein individually as a "Guarantor" and collectively as "Guarantors") hereby personally and unconditionally: (a) guarantees to Company, and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and other obligations, including without limitation, the obligation to pay costs and legal fees as provided in the Agreement and the obligation to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including without limitation the provisions of the Agreement relating to competitive activities.

Each Guarantor waives:

1. acceptance and notice of acceptance by Company of the foregoing undertakings; and

2. notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; and

3. protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; and

4. any right he may have to require that an action be brought against Franchisee or any other person as a condition of liability; and

5. all rights to payments and claims for reimbursement or subrogation which he may have against Franchisee arising as a result of his execution of and performance under this guaranty by the undersigned (including by way of counterparts); and

6. any and all other notices and legal or equitable defenses to which he may be entitled.

Each Guarantor consents and agrees that:

1. his direct and immediate liability under this guaranty shall be joint and several not only with Franchisee, but also among the Guarantors; and

2. he shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; and

3. such liability shall not be contingent or conditioned upon pursuit by Company of any remedies against Franchisee or any other person; and

4. such liability shall not be diminished, relieved or otherwise affected by any subsequent rider or amendment to the Agreement or by any extension of time, credit or other indulgence which Company may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable throughout the term of the Agreement and for so long thereafter as there are any monies or obligations owing by Franchisee to Company under the Agreement; and

5. the written acknowledgment of Franchisee, accepted in writing by Company, or the judgment of any court or arbitration panel of competent jurisdiction establishing the amount due from Franchisee shall be conclusive and binding on the undersigned as guarantors.

If Company is required to enforce this Guaranty in a judicial or arbitration proceeding, and prevails in such proceeding, it shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplated of the filing of any such proceeding.

If Company is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the Guarantors shall reimburse Company for any of the above-listed costs and expenses incurred by it.

This Guaranty may be signed in one or more counterparts, all of which when taken together constitute one original document.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, each Guarantor has hereunto affixed his signature on the same day and year as the Agreement was signed.

GUARANTOR(S)

_____ Date: _____
Guarantor

_____ Date: _____
Guarantor

_____ Date: _____
Guarantor

EXHIBIT C

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT (For Shareholders, Partners, Members)

[THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT D

AMENDMENT TO FRANCHISE AGREEMENT FOR INCENTIVE PROGRAM

Site No.

AMENDMENT
TO
FRANCHISE AGREEMENT
AND GENERAL RELEASE

This Amendment to Franchise Agreement ("Amendment") is made and entered into as of _____, 2015, by and between JACK IN THE BOX INC., a Delaware corporation ("JIB"), and [FRANCHISEE(S) and ENTITY NAME], a [STATE] [corporation OR limited liability company] (collectively, "Franchisee"), in order to amend the Franchise Agreement, dated _____ ("Agreement"), relating to JIB No. _____, located at _____. Except as expressly provided in this Amendment, all terms used in this Amendment have the meanings established for those terms in the Agreement.

JIB has created a Development Incentive program to encourage expansion of the Jack in the Box® franchised system. JIB is willing to offer the Development Incentive under the terms and conditions set forth in this Amendment to franchisees who have opened and begun operating a restaurant after September 28, 2014.

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

CHOOSE ONE OF THE FOLLOWING INCENTIVE PLAN OPTIONS:

1. **[OPTION A**

Section 8.A.1 of the Agreement is hereby amended to provide that:

a. For Gross Sales at the Franchised Restaurant for the period beginning [DATE OF FRANCHISE AGREEMENT], and continuing until [YEAR 3], the Royalty payable under the Agreement shall be equal to 0% of Gross Sales;

b. For Gross Sales at the Franchised Restaurant for the period beginning [YEAR 4], and continuing until [YEAR 5], the Royalty payable under the Agreement shall be equal to 2% of Gross Sales;

c. For Gross Sales at the Franchised Restaurant for the period beginning [YEAR 5], and continuing until [YEAR 6], the Royalty payable under the Agreement shall be equal to 3% of Gross Sales;

d. For Gross Sales at the Franchised Restaurant for the period beginning [YEAR 6], and continuing until [YEAR 7], the Royalty payable under the Agreement shall be equal to 4% of Gross Sales; and

e. For Gross Sales at the Franchised Restaurant for the period beginning [YEAR 7], and continuing until [YEAR 20], the Royalty payable under the Agreement shall be equal to 5% of Gross Sales.

f. Franchisee shall receive a credit for any Royalty paid in excess of 0% of Gross Sales for the period between April 1, 2015, and the date of this Agreement. [In addition, because Franchisee was subject to a reduced Royalty under a previous Development Incentive program, Franchisee will receive a credit for any Royalty paid in excess of 2.5% of Gross Sales for the period between September 28, 2014, and April 1, 2015.]

[OPTION B

a. The Franchise Agreement is amended to add the following new section after section 8.A.1:

> *8.A.1.a. Notwithstanding anything in Section 8.A.1. to the contrary, Franchisee has received an interest-free loan from JIB in the amount of $250,000.00, pursuant to the terms of the Promissory Note as shown in Exhibit C of Franchisee's Development Agreement dated _____ 20__ ("Note"); and Franchisee has agreed, among other things, that: (i) the principal amount due under the Note will be repaid through a credit equal to 100% of the Royalties that would otherwise have been due and payable based upon Gross Sales at the Developed Restaurant until such time as the Note is paid in full; and (ii) the entire remaining principal balance of the Note shall be due and payable upon the sale or closure of the Developed Restaurant.]*

2. Section 2 of the Agreement is hereby amended to provide that Franchisee shall pay a Franchise Fee in the amount of $50,000 to JIB in connection with the Franchise Restaurant; provided, however, that any Franchise Fee or Development Fee previously paid by Franchise pursuant to a Development Agreement shall be retained by JIB and credited against the Franchise Fee owed.

3. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Franchisee hereby releases and forever discharges JIB, its officers, directors, agents, employees, subsidiaries and affiliates from and against any and all liabilities, actions, causes of action, judgments, suits, controversies, claims, demands, damages, costs and expenses whatsoever, in law or in equity ("Claims") arising out of any matters prior to the date of execution hereof, which have ever existed, may now exist or may hereafter arise, known or unknown, foreseen or unforeseen, to

the full extent permitted by applicable law. Without limiting the generality of the foregoing, it is expressly understood and agreed that this Release includes Claims Franchisee may have individually or as the member of any class (i) under any federal or state franchise, antitrust, trade regulation or similar law, or (ii) under any state or federal security, blue sky or similar law, or (iii) in connection with allowances, discounts or compensation of any type received by JIB from vendors.

Further, the undersigned do hereby expressly waive all right, protection, privilege and benefit under Section 1542 of the Civil Code of the State of California, which provides:

"1542 Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

4. The undersigned hereby certify that they have read all provisions of the foregoing release and the quoted California Civil Code Section, that they are represented by Counsel and have been advised or been afforded the opportunity to be advised of the effect of the provisions of such release and their waiver of all rights under the quoted California Civil Code Section, that they have made such investigation and inquiry as they and Counsel have deemed appropriate, and that they understand said provisions and effect, and have executed this Amendment freely and without duress.

5. Except as expressly modified or amended pursuant to the provisions of this Amendment, the Agreement shall remain unmodified and in full force and effect. In the event of any conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment prevail.

6. This Amendment may be signed in one or more counterparts, all of which when taken together constitute one original document.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed as of the day and year shown opposite their signatures below.

JACK IN THE BOX INC.

By: _____
Title: _____
Date: _____

FRANCHISEE:

_____
Franchisee

ENTITY NAME

By: _____
Title: _____
Date: _____

EXHIBIT J-2

NONTRADITIONAL LICENSE AGREEMENT

JACK IN THE BOX INC.

NONTRADITIONAL LICENSE AGREEMENT

TABLE OF CONTENTS

1. LICENSE: SCOPE AND TERM 2
2. FRANCHISE FEE 3
3. APPROVAL OF LEASES 3
4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LICENSEE 4
5. STANDARDS OF OPERATION 5
   A. The Manuals 5
   B. Construction and Maintenance of the Premises 6
   C. Signs 6
   D. Equipment 6
   E. Computer System 7
   F. Ingredients, Materials and Supplies 7
   G. Menu, Service, Health and Cleanliness 7
   H. Hours of Operation 8
   I. Personnel of the Licensed Restaurant 8
   J. Compliance with Laws 8
   K. Advertising and Promotion 9
   L. Access to Premises 9
   M. Participation in Tests 9
   N. Interference with Employment Relations of Others 9
   O. Proposed System Modification 10
6. TRAINING 10
7. ROYALTY FEE AND MARKETING FEE 10
   A. Royalty 10
   B. Marketing Fee 11
   C. Gross Sales Defined 11
   D. Interest 11
   E. Method of Payment and Application of Payments 11
   F. No Offset 12
8. ACCOUNTING PROCEDURES, TAXES AND RIGHT OF AUDIT 12
   A. Computer Systems 12
   B. Recordkeeping 12
   C. Reports 13
   D. Taxes 13
   E. Audits 13
9. CONFIDENTIAL INFORMATION 13
10. OWNERSHIP OF INTELLECTUAL PROPERTY 14
11. INSURANCE 15
12. INDEMNIFICATION 16
13. ASSIGNMENT BY JIB 17
14. ASSIGNMENT BY LICENSEE 17
15. TERMINATION 17
16. OBLIGATIONS UPON TERMINATION 19
17. RESTRICTIONS ON OTHER BUSINESS INTERESTS 19
18. MISCELLANEOUS: GENERAL CONDITIONS 20

A. Interpretation/Entire Agreement 20
B. Governing Law, Jurisdiction and Venue 20
C. Notices 21
D. Attorneys' Fees and Costs 22
E. Guarantees 22
GUARANTEE AND ASSUMPTION OF LICENSEE'S OBLIGATIONS 24

EXHIBIT A - FRANCHISE RESTAURANT INFORMATION
EXHIBIT B - GUARANTEE AND ASSUMPTION OF LICENSEE'S OBLIGATIONS

Site No. __

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Diego, State of California, as of the ____day of _____, by and between JACK IN THE BOX INC., a Delaware corporation, having its principal place of business at 9330 Balboa Avenue, San Diego, California ("JIB"); and _____, a [jurisdiction] [type of entity], with its principal place of business at _____ Licensee").

RECITALS

JIB is the owner of the name JACK IN THE BOX® and certain other service marks, trademarks, names, logos and commercial symbols which are authorized for use from time to time in connection with JACK IN THE BOX restaurants (the "Marks").

JIB has expended time, effort and money to develop a distinctive restaurant format and operating system utilizing specialized and unique techniques, knowledge, expertise, skill and proprietary information. The restaurant format and operating system includes but is not limited to: operating and management systems and standards; specifications and procedures for the purchase, preparation and sale of food, beverages and other products; and a distinctive building design, decor and color scheme (the "System").

The System includes, among other things, the following elements, all of which may be deleted, changed, improved or further developed by JIB from time to time: (a) know-how, specifications, methods and procedures for the content, preparation, marketing and sale of food and beverages, which are described in operating manuals for JACK IN THE BOX restaurants and in other written materials; (b) plans and specifications for JACK IN THE BOX restaurants including distinctive designs, interior and exterior formats, styles, designs, decors, fixtures, equipment, layouts and signs which are described in operating manuals for and in other written materials; and (c) a public image that each JACK IN THE BOX restaurant is a unit in an established quick-service restaurant system, and that all JACK IN THE BOX restaurants are operated with uniform high standards for product quality and service and aesthetic effect of the restaurant premises.

JIB operates, and grants franchises to operate, restaurants known as JACK IN THE BOX restaurants using the System and the Marks.

Licensee recognizes the uniqueness, confidentiality and value of the System, and the advantages and benefits which may be obtained by using the System and the Marks, and desires to use the System and the Marks which JIB uses and makes available to its Licensees, in the operation of a JACK IN THE BOX restaurant in a nontraditional location. (The term nontraditional locations includes but is not limited to,

airports, train stations, bus stations, service plazas, stadia, arenas, convention centers, military facilities, schools, colleges, universities, hospitals, recreational theme parks, business or industrial foodservice venues, venues in which foodservice is or may be provided by a master concessionaire or contract foodservice provider, Indian reservations, casinos or similar locations.)

Licensee has had full opportunity to be thoroughly advised of the terms and conditions of this Agreement by counsel of its own choosing at least five (5) business days prior to its execution, and is entering into this Agreement after having made such independent investigation of JIB's operations as it desired, and not in reliance upon any promise, representation, warranty, condition, agreement or understanding, written or oral, which is not contained in this Agreement, whether relating to the financial return which Licensee might be expected to realize, or otherwise. Licensee further represents and warrants that JIB and its representatives have not made any promises, representations, warranties, agreements or understandings except as expressly contained in this Agreement.

Licensee has submitted written information to JIB in connection with the grant of this franchise, including, but not limited to, a Franchise Application Package, together with any material changes therein, and it is understood that JIB is relying on all such information in granting this franchise.

In consideration of the foregoing, the fees and other sums payable by Licensee and of the mutual covenants contained in this Agreement, the parties agree as follows:

1. LICENSE: SCOPE AND TERM

JIB grants to Licensee a limited nonexclusive license, subject to the terms and conditions hereof, for the term of this Agreement to use the System and the Marks, and such other Marks as JIB may authorize from time to time in the operation of a JACK IN THE BOX restaurant (the "Licensed Restaurant") at _____, more fully described in Exhibit A hereto ("the Premises"), and at that location only. Licensee may not relocate the Licensed Restaurant. During the term of this Agreement, the Premises shall be used exclusively for the operation and promotion of the Licensed Restaurant.

If the Licensed Restaurant is located within a larger building at the Premises ("Facility"), the Licensed Restaurant occupies the physical area of the Facility (comprising the Licensed Restaurant, whether a food-court, in-line application, stand-alone restaurant or other location, and any dedicated back of the house area), as indicated on the floor plan attached to Exhibit A). If the Licensed Restaurant serves a limited menu (as indicated in attached Exhibit A and as determined by JIB in its discretion), Licensee may offer for sale and sell at the Premises only those menu items specified in Exhibit A.

The term of this Agreement shall commence on _____, and shall expire _____, unless sooner terminated in accordance with the provisions of this Agreement. If Licensee fails for any reason to commence operation of the Licensed Restaurant within six (6) months of the date of this Agreement, or if Licensee ceases to have the right to operate the Licensed Restaurant at the location set forth in Exhibit A for any reason (including, without limitation, the expiration or termination of the Lease for the Premises or foodservice contract for the Premises), the license granted hereunder shall immediately cease. Licensee accepts this license with the understanding that this Agreement is not renewable, and that JIB makes no assurance of the granting of a new license at expiration. This license is non-exclusive, is for the described location only, and does not in any way grant to or confer upon Licensee any proprietary rights or goodwill rights to the Marks or to any country, province, state, area, market or territory. JIB retains the right and is expressly permitted to engage in the wholesale and retail production, distribution and sale of products, including food products of any kind, (i) under the JACK IN THE BOX trademark or other trademarks, (ii) through JIB-operated restaurants, Licensed Restaurants or any alternative marketing channels or methods of distribution, and (iii) both outside and within the trading area of Licensee's restaurant. JIB may develop, establish or acquire other franchise systems for the same, similar or different products, and may grant licenses thereto, without providing Licensee any rights therein.

2. FRANCHISE FEE

In consideration of the granting of this license, Licensee shall pay to JIB, on or before the execution of this Agreement, the sum of twenty-five thousand dollars ($25,000). This entire sum is fully earned by JIB upon the execution and delivery of this Agreement. The fee described above ("Franchise Fee") is net of any tax, excluding income tax but including excise tax or other fee imposed upon JIB due to the collection of the Franchise Fee.

3. APPROVAL OF LEASES

For any leases entered into on or after this date, if Licensee leases the Premises from a third party, Licensee must employ its best efforts to use JIB's standard form lease or lease addendum. Regardless of whether JIB's standard form is used, all third-party leases must include the following terms and conditions:

1. The Premises must be used only for the operation of the Licensed Restaurant;

2. The landlord consents to the Licensee's use of such Marks and signage as JIB may reasonably require;

3. The Licensee may not sublease or assign all or any part of its occupancy rights, or extend the term of, or renew, the lease without JIB's prior written consent;

4. Licensee must use its best efforts to require that Licensee's landlord copy JIB on any notices to Licensee that are related to Licensee's performance under the lease, including, but not limited to, late rent notices, notices of default, and notices of termination; notwithstanding the foregoing, Licensee agrees to copy JIB on Licensee's responses to such notices;

5. JIB has the right to enter the Premises (a) during the term of this Agreement to make any modification necessary to protect its Marks or to cure any default under the lease or this Agreement and (b) after the expiration or termination of this Agreement to de-identify the Premises if Licensee fails or refuses to do so;

6. If Licensee is in default under the lease or if this Agreement is terminated, JIB will have the right to cure the default or assume the lease, and to sublease the Premises for all, or any part of, the term of the lease;

7. A Memorandum of Lease will be recorded in the appropriate recorder's office in the county in which the Licensed Restaurant is located;

8. The lease shall require that the landlord deliver to Licensee a non-disturbance agreement (i) from the current holder of any mortgage or deed of trust which is a lien on the Premises, or (ii) if the landlord is the tenant under the terms of any master lease, from the lessor under such master lease. Such non-disturbance agreement shall provide that so long as Licensee is not in default beyond any applicable cure periods under its lease, the lender or master lessor, as the case may be, shall not disturb Licensee's use and possession of the Premises upon the default by landlord under the mortgage/deed of trust or master lease, or upon termination of the master lease for any other reason; and

You will not be permitted to open the Licensed Restaurant for business unless JIB approves the lease in writing. JIB's approval of a lease does not constitute a representation, guaranty or warranty, express or implied, of the successful operation or profitability of any restaurant operated at that location; nor does such approval constitute a legal review of the terms and conditions of the lease.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LICENSEE

Licensee represents, warrants and covenants as follows:

A. Licensee has delivered to JIB a Certification of Entity Structure and Operation, which constitutes a true, complete and accurate description of all of the individuals who have an ownership interest in the franchise or Licensee, if Licensee is a legally formed entity. There has been no change in said ownership structure since the certification was delivered to JIB. The ownership structure described in the certification shall remain unchanged during the term of this Agreement, unless modified in

accordance with the provisions of this Agreement. The provisions of this Agreement relating to changes in ownership or ownership structure shall apply to all such changes, including changes in relative shares of ownership of a Licensee.

B. Licensee represents and warrants that all Owners (as defined in this Section) have executed, simultaneously with Licensee's execution of this Agreement, the form of Guaranty and Assumption of Licensee's Obligations (Exhibit B). "Owner" means each person or entity that has any indirect or direct equity interest in Licensee.

C. Licensee must designate an individual as the operator ("Operator") of the Licensed Restaurant. The Operator must be approved by JIB, in writing. JIB may communicate with and give notice to Licensee through the Operator.

D. During the term of this Agreement, Licensee and Operator shall have full responsibility to ensure that the Licensed Restaurant is being operated in accordance with the terms of this Agreement and the standards as specified in the Manuals. Licensee or Operator shall utilize best and continuing efforts to promote and develop the business at the Licensed Restaurant.

E. Licensee has received, read and understood JIB's Franchise Disclosure Document, and Licensee acknowledges that no person has made to Licensee, and no other material delivered to Licensee has contained, any statements or representations or warranties inconsistent or contradictory with JIB's Franchise Disclosure Document.

F. Licensee is an independent contractor, and shall not be deemed an agent, partner, joint venturer or employee of JIB; and no fiduciary relationship between the parties exists. Licensee shall have no right to bind or obligate JIB in any way, and shall in no way represent any right to do so. JIB shall have no control over the terms and conditions of employment of Licensee's employees.

G. JIB shall have no liability for any excise, property or other taxes levied by any governmental tax authority upon Licensee. Licensee shall make timely filings of all tax returns, and shall pay when due all taxes levied or assessed in connection with the possession, ownership or operation of the Licensed Restaurant and the Premises. Licensee may contest the validity or the amount of the tax in accordance with applicable procedures of the jurisdiction, but Licensee shall in no event permit a tax sale or seizure of the Licensed Restaurant, the Premises, or any equipment.

5. STANDARDS OF OPERATION

Licensee shall adhere to the System. Licensee shall meet all the standards and specifications, and follow the procedures communicated in writing by JIB to Licensee.

A. The Manuals

The JACK IN THE BOX System standards, specifications, and procedures, as they may be renamed, amended, expanded and consolidated by JIB from time to time (collectively, "Manuals"), shall contain mandatory restaurant operating standards, specifications and procedures as prescribed from time to time by JIB for the operation of a JACK IN THE BOX restaurant by Licensee. Licensee acknowledges receipt of the Manuals (in hardcopy, electronic copy or online) on loan for the term of this Agreement. Licensee shall strictly adhere to these standards, specifications and procedures. The Manuals shall be kept at the Licensed Restaurant at all times. Licensee agrees to accept and comply with any changes, modifications, revisions and additions made by JIB to the menu and other elements of the System standards, specifications and procedures, which JIB, in the good faith exercise of its judgment, believes to be necessary or desirable. (Wherever this agreement states that Jack in the Box may take action in its "sole discretion," Jack in the Box will use good faith in its exercise of such discretion.)

The material contained in the Manuals consists of confidential trade secrets of JIB, and JIB is the owner of the Manuals and of all proprietary rights in and to the material and information contained therein. Such material is to be used by Licensee only in connection with the operation of the Licensed Restaurant and other licensed JACK IN THE BOX restaurants.

B. Construction and Maintenance of the Premises

The Premises shall be constructed and improved only as authorized and approved in writing by JIB, and in conformity with all applicable laws and ordinances. The appearance and the condition of the Premises shall not be altered thereafter, except as may be approved in writing by JIB. The Premises shall be decorated, furnished and equipped with furnishings and restaurant equipment that meet JIB's specifications. Licensee shall maintain the Premises in good condition and in conformity with the System, and shall make any improvements and alterations to the Premises as may be determined by JIB to be necessary. Licensee shall undertake and complete such repairs, improvements and alterations as may be required by JIB within a reasonable time as specified by JIB. Licensee shall maintain the Premises in conformity with all applicable laws and ordinances, including, without limitation, the federal Americans with Disabilities Act and any similar state law and any modification to the Premises required by such laws, shall be approved in advance by JIB and shall be made at Licensee's expense.

If Licensee leases the Premises, Licensee agrees that whenever it receives from its landlord any notice or other material document relating to Licensee's performance under the lease for the Premises including, but not limited to, late rent notices, notices of default, and notices of termination, or receives such a document from the landlord, Licensee will promptly forward a copy of that document to JIB in accordance with the notice provisions of this Agreement.

C. Signs

Licensee shall display the Marks only in the manner authorized by JIB. Licensee shall maintain and display signs (including menu panels, posters or similar items) ("Signs") as required by JIB from time to time. Licensee shall display or use Signs only at the Premises or as otherwise permitted by JIB for directional or similar uses for the Licensed Restaurant or Licensee's corporate offices. Licensee shall not place additional signs, menu panels, posters or similar items on the Premises. Licensee shall promptly discontinue the use of and destroy such items as are declared non-conforming or obsolete by JIB, or, in the case of termination, as required according to the post-termination obligations set forth herein.

D. Equipment

Licensee shall use only equipment approved by JIB in the Licensed Restaurant. Licensee shall maintain such equipment in a condition that meets standards set forth in the Manuals or otherwise prescribed by JIB, and shall replace equipment as necessary. Replacement equipment shall conform to the standards for equipment which is being installed in new JACK IN THE BOX restaurants at the time of replacement except as may be approved in writing in advance by JIB. If JIB should determine that additional or replacement equipment is needed in order to test new menu items or due to a change in approved menu items or in approved methods of preparation and service, Licensee shall promptly obtain and install such new equipment within the reasonable time specified by JIB. Upon notification that any equipment, furnishings or supplies do not meet JIB specifications or standards, Licensee shall immediately cease and desist from using same.

E. Computer System

Licensee agrees to purchase or lease, install and maintain, at Licensee's sole expense, such data processing equipment, computer hardware and software, required dedicated telephone and power lines, high speed and wireless Internet connections (when and where available), modems, printers, mobile app-related equipment, and other computer-related accessory or peripheral equipment as required by JIB and as necessary to permit JIB to receive from Licensee, within the time periods required by this Agreement or as otherwise required by JIB, that information and in that format/media as reasonably specified by JIB.

Licensee shall comply with JIB's mobile app, social media, and other technology-related standards and procedures, as they are established and modified by JIB in its sole discretion from time to time.

F. Ingredients, Materials and Supplies

Licensee shall purchase from such sources as shall be approved by JIB (of which JIB or a subsidiary, parent, or other related entity ("Affiliate") may be one such source) all food, ingredients, materials and supplies necessary for the operation of the Licensed Restaurant, as shall be specified in the Manuals or otherwise prescribed by JIB in writing. Such items shall include, but are not limited to, all food, supplies, beverage ingredients, paper goods, utensils, packaging, cleaning supplies and uniforms. If Licensee desires JIB to consider any alternative or additional sources of such ingredients, materials or supplies, Licensee shall submit to JIB such information and samples as JIB requests. At Licensee's expense, JIB shall evaluate such alternative or additional source in accordance with its standards, and shall notify Licensee within a reasonable time of its receipt of such information and samples, of its approval or disapproval of such source; and if JIB does not approve, of the reasons therefor. All costs and expenses associated with JIB approving, reevaluating and working with such additional suppliers will be charged to the supplier or to Licensee.

G. Menu, Service, Health and Cleanliness

Licensee shall offer for sale all of and only food and beverage products identified in Exhibit A, which JIB may modify from time to time by providing written notice to Licensee. Licensee shall adhere to all specifications relating to the ingredients, method of preparation and service, weight, dimensions and other characteristics for the menu items served, and standards of health, cleanliness and sanitation which are contained in the Manuals, or are otherwise prescribed by JIB. All food, drink and other menu items shall be sold in packaging approved by JIB. Upon notification that any food, beverages, supplies or packaging does not meet JIB specifications or standards, Licensee shall immediately cease and desist from using same.

Licensee may determine what prices to charge customers for products and services sold at the Franchised Restaurant, except that JIB may require that Licensee use an "all inclusive" pricing structure or tiered pricing structure, and/or other pricing system, and JIB may set maximum prices on products and services to the extent permitted by law. If JIB imposes a maximum price on a particular item, Licensee may charge any price on the item, consistent with the JIB pricing structure, up to and including the maximum price. JIB may also require that certain products or services that are supplementary to the main products and services provided at Licensed Restaurants (such as condiments) be provided to customers free of charge.

If an audit conducted by JIB or its authorized representative shows that the Licensed Restaurant is not in substantial compliance with any System standard relating to food safety, Licensee shall reimburse JIB for the reasonable cost of a re-audit. Additionally, if JIB reasonably determines that a threat or danger to public health or safety is likely to result from the construction, maintenance or operation of the Licensed Restaurant, JIB may, in its sole discretion, exercise its rights under Section 15.B.

("Termination") or any lesser right, such as directing a temporary closure of the Licensed Restaurant until the situation can be corrected.

H. Hours of Operation

JIB and Licensee will agree to the hours of operation for the Licensed Restaurant and those hours will be set forth in Exhibit A ("Opening Policy"). Notwithstanding the foregoing, Licensee will not be required to operate the Licensed Restaurant when the adjacent businesses at the Facility are not operating, provided that Licensee must provide JIB written notice of the modified hours of operation. If the Facility imposes any restrictions on the hours of operation for the Licensed Restaurant, Licensee shall provide JIB written notice of such restrictions for approval by JIB.

I. Personnel of the Licensed Restaurant

Licensee shall hire all employees of the Licensed Restaurant, and be fully responsible for the terms of their employment. Licensee shall employ only suitable persons of good character and reputation who will at all times conduct themselves in a competent and courteous manner in accordance with the image and reputation of JIB and the System and, while on duty, comply with the personal appearance and hygiene standards set forth in the Manual.

J. Compliance with Laws

Licensee agrees at all times during the term of this Agreement, at its own expense, to conform to and comply with all federal, state and local laws, ordinances and regulations.

K. Advertising and Promotion

Licensee shall, at all times throughout the term of this Agreement, use reasonable efforts to advance the reputation of Jack in the Box Restaurants and the products sold under the Marks and to develop awareness of Jack in the Box Restaurants among consumers in order to increase the goodwill of the Marks and the System. Prior to use, Licensee must submit all advertising materials or any other materials that use or display the Marks to JIB for approval, which approval shall not be unreasonably withheld.

L. Access to Premises

JIB or its authorized representative shall have the right at any reasonable time, without prior notification to Licensee, to enter the Licensed Restaurant and Premises to (a) observe, inspect, photograph, and videotape the Licensed Restaurant and its operation and the Premises during such periods as JIB may deem necessary, (b) test any and all food products, food ingredients, equipment, beverages and supplies, (c) interview personnel at the Licensed Restaurant, and (d) interview customers and

prospective customers of the Licensed Restaurant, (e) conduct various surveys. Licensee agrees to cooperate fully with JIB in connection with any such entries and activities. If Licensee's contract with the Facility restricts JIB's access to the Facility, any inspection by JIB will be in accordance with the Facility's policies and Licensee must undertake all reasonable efforts to facilitate JIB's ability to conduct inspections at the Licensed Restaurant.

M. Participation in Tests

From time to time, JIB may require Licensee to participate in tests of new products, equipment, services and procedures at the Licensed Restaurant. JIB may require Licensee to use specific product pricing during the test period. JIB will reimburse Licensee for certain documented out-of-pocket costs necessarily incurred by Licensee as part of the test; however, if the new product, equipment, service or promotions becomes a required component of the System, the Licensee will be responsible for paying a reasonable cost for the required component. Licensee is responsible for any soft costs associated with the testing, such as wages payable during training.

N. Delivery and Catering

Licensee may be required to offer delivery and catering services for all food and beverage products from the Licensed Restaurant in accordance with JIB's delivery and catering standards and procedures, as they are established and modified by JIB in its sole discretion from time to time.

O. Proposed System Modification

Licensee may submit proposals for new or improved products, equipment, uniforms, the design of buildings and other restaurant facilities, service format and advertising. Such proposals shall be considered by JIB when adopting, modifying or allowing deviations from standards, specifications and procedures for the System; provided however, that JIB shall retain the sole and absolute discretion to accept or reject any such proposals. If any proposal by Licensee is adopted by JIB and becomes part of the System, Licensee acknowledges that JIB is the sole owner of such proposed new product or modification to the System, that any such product or System modification shall be deemed a work made for hire, (or to the extent the work may not be deemed a "word make for hire" under applicable law, Licensee hereby irrevocably assigns to JIB, for no additional consideration, all right, title and interest in and to any patents, trademarks, copyrights, trade secrets and any other proprietary rights), and there are no restrictions on use, and no compensation shall be due to Licensee. Licensee agrees to cooperate fully in obtaining any patents, trademarks or copyrights.

6. TRAINING

Prior to the opening of the Licensed Restaurant, the Operator and one restaurant manager for the Licensed Restaurant shall have completed JIB's Certified Franchise Restaurant Manager Training Program in San Diego, California or such other location as may be designated by JIB. After successful completion of such training program, the Manager shall be deemed a "Certified Franchise Restaurant Manager." During the term of the franchise, the Operator and each Certified Franchise Restaurant Manager shall undertake and complete such further training programs from time to time as may be directed by JIB. If further training is required, the Licensee shall pay all traveling, living, compensation and other expenses as may be incurred for himself (or the Operator) and the individual restaurant manager.

Licensee shall conduct additional training for Licensee's employees as necessary to ensure that all Standards are consistently satisfied.

7. ROYALTY FEE AND MARKETING FEE

A. Royalty

For the right to use the Marks and the System in accordance with this Agreement, Licensee agrees to pay to JIB during the term of this Agreement, a royalty of five percent (5%) of Licensee's Gross Sales. The royalty described above ("Royalty") is net of any tax, excluding income tax but including excise tax, or other fee imposed upon JIB due to the collection of the Royalty, and shall be paid weekly on each Friday for the preceding week (weekly period to be ____ through following _____).

B. Marketing Fee

Licensee must pay to JIB a monthly marketing fee (net of any tax or other fee imposed thereon) based on a percentage of Gross Sales (the "Marketing Fee"). As of the date of this Agreement, the Marketing Fee is one percent (1%) of Gross Sales. JIB, in its sole discretion, has the right to increase or decrease the Marketing Fee percentage not to exceed five percent (5%) of Gross Sales. JIB will spend the Marketing Fee for any purpose that JIB in its sole discretion determines will support, promote, market or advertise the System or JACK IN THE BOX Restaurants. Licensee acknowledges that the Licensed Restaurant may not benefit directly from the expenditures made by JIB.

C. Gross Sales Defined

The term "Gross Sales" shall mean all revenue from the sale of all products and services, including delivery and catering services, as well as from vending machines or similar sources of revenue, and all other income of every kind and nature related to the Licensed Restaurant, including proceeds from stored value gift cards and gift certificates when redeemed but not when purchased, business interruption insurance,

and revenue from off-site events, whether for cash or credit and, in the case of credit, regardless of collection. Gross Sales shall not include the amount of any sales tax imposed by any federal, state or other governmental authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or specifically absorbed therein, and actually paid by Licensee to such governmental authority.

D. Interest

Any payment due from Licensee to JIB that is not paid when due shall accrue interest from the date such amount was due, until paid, at the then-current rate established by JIB for Licensees, or the maximum rate permitted by law, whichever is less.

E. Method of Payment and Application of Payments

All payments shall be made to JIB through a pre-authorized payment system (which authorizes JIB to debit and credit Licensee's bank accounts in accordance with the terms of this Agreement and other agreements between the parties) or other payment method specified in writing by JIB. Upon request, Licensee shall provide such authorizations and information necessary to institute the pre-authorized payment system or other payment system. Licensee must ensure that funds are available in Licensee's bank accounts to cover the debits. Notwithstanding any designation by Licensee, JIB shall have sole discretion to apply any payments by Licensee to any past due indebtedness of Licensee due to JIB or its Affiliates.

By no later than 10:00 a.m. Central Time each Friday, Franchisee must submit, by electronic data transfer, computerized polling, or such other method as Licensor specifies, a report of the Gross Sales of the preceding week, and any other information Licensor may require. Licensee must allow Licensor to remotely access Licensee's computerized accounting systems, in Licensor's reasonable discretion, for such reporting purposes.

By no later than 10 a.m. Central Time on each Sunday, JIB will transfer from the Licensed Restaurant's commercial bank operating account ("Account") the Royalty Fee and Marketing Fee for the week ending twelve (12) days earlier, in an amount determined based upon the Gross Sales report or determined by JIB based on the records contained in the cash registers/computer terminals of the Licensed Restaurant. Each payment shall be made payable to JIB or JIB's designee.

F. No Offset

Licensee shall not be entitled to set off, deduct or otherwise withhold any royalty fees, interest charges or any other monies payable by Licensee under this Agreement on grounds of any alleged non-performance by JIB of any of its obligations or for any other reason. Licensee shall pay to JIB on demand any and all costs and expenses

incurred by JIB in collecting any monies owed to Licensee to JIB. In addition, to the extent permitted by law, Licensee hereby waives the rights, statutory or otherwise and whether now or hereafter in existence, to suspend the payment of Royalties, Marketing Fees, or any other amounts due under this Agreement, for any reason.

8. ACCOUNTING PROCEDURES, TAXES AND RIGHT OF AUDIT

A. Computer Systems

Except as specifically permitted by the Licensor, Licensee must use certain brands, types, makes and models of communications and computer systems (including hardware and software) that Licensor may specify or require from time to time. This includes but is not limited to, a computerized point-of-sale system and a computer system for record keeping and other business functions. Licensor's development and modification of specifications for such systems may require Licensee to purchase, lease and/or license new or modified point-of-sale systems, computer hardware and software and to obtain service and support for such systems, hardware and software during the term of this Agreement.

B. Recordkeeping

Licensee shall keep and maintain complete and accurate books and records, using generally accepted accounting principles and in accordance with any procedures specified by JIB in writing. Licensee shall keep complete records of the franchised business and for any Affiliate of Licensee that has transactions with the franchised business (collectively, "businesses") for so long as required by state or federal law, but in no event less than three years.

C. Reports

At JIB's request, Licensee shall, at its expense, provide to JIB a profit and loss statement and balance sheet for the Licensed Restaurant within 90 days after the end of each of Licensee's fiscal year to be signed by Licensee or by Licensee's treasurer or chief financial officer attesting that the financial statements present fairly the results of operations of the Licensed Restaurant during the period covered. JIB shall have the right, in its reasonable discretion, to require that Licensee submit audited statements for any fiscal year. Licensee shall submit to JIB, for review or auditing, such other forms, reports, records, information and data regarding the Licensed Restaurant as JIB may reasonably designate, in the form and at the times and places reasonably required by JIB and as specified from time to time in the Manual or otherwise in writing.

D. Taxes

Licensee will pay to JIB all sales or use taxes, goods and services taxes, personal property taxes, gross receipt taxes, excise taxes, value added taxes and similar taxes imposed upon or required to be collected by JIB, on account of goods or

services furnished to Licensee through sale, lease or otherwise, or on account of collection by JIB of, including but not limited to, the Franchise Fee, Royalty, or Royalty for Games and Devices. Licensee will pay such taxes upon demand and in the manner designated by JIB.

E. Audits

JIB has the right at any time during business hours without prior notification to Licensee, to inspect and audit, or cause to be inspected and audited, at JIB's expense, the business records, including, but not limited to, the records listed in subsections A and B above. The inspections or audits will be conducted at the location where the business records are customarily maintained. If an inspection or audit discloses an understatement of Gross Sales or Gross Sales from Games and Devices, Licensee shall pay to JIB within fifteen (15) days after receipt of the inspection or audit report, the Royalties, Marketing Fees and any other amounts due on such understatement plus interest. If any inspection or audit discloses an understatement of Gross Sales for the period of the audit greater than 1%, Licensee also shall promptly reimburse JIB for the reasonable cost of the audit or inspection.

9. CONFIDENTIAL INFORMATION

Licensee understands and acknowledges that **(1)** JIB has invested, and continues to invest, considerable sums of money in developing the System; **(2)** Because of the competitive nature of the restaurant business, and to protect the legitimate interest of JIB and other JACK IN THE BOX Licensees, it is necessary to protect certain information about the System as confidential; **(3)** Licensee will be provided with confidential Information in connection with its operation of the Licensed Restaurant; **(4)** Licensee has no right to disclose any part of the System to anyone who is not an employee of Licensee; **(5)** Licensee will disclose to its employees only those parts of the System that an employee needs to know; and **(6)** Licensee's use or duplication of the System or any part of the System in any other business would constitute an unfair method of competition for which JIB would be entitled to all legal and equitable remedies, including injunctive relief, without posting a bond.

Licensee acknowledges and agrees that all Confidential Information, including all customer data, customer contact lists, sales, transaction and restaurant operating data, is and will remain the sole and exclusive proprietary property of JIB. JIB may use that data in any manner that it deems appropriate, including, without limitation, providing general or consolidated financial or operating reports to existing and prospective franchisees and other third parties. JIB hereby licenses use of such data back to Licensee for the term of this Agreement and only for use in connection with the operation of the Licensed Restaurant. Licensee may not use the data for any purpose other than operating the Licensed Restaurant, or sell or transfer any of the above data except to a buyer as part of an approved Transfer. Licensee shall comply with any standards and policies that JIB may issue relating to data used in the operation of the Licensed Restaurant. Licensee shall immediately notify JIB of any possible or actual

data breach. JIB in its sole discretion may require any Owners to sign a commercially reasonable Confidentiality and Non-Competition Agreement.

Any and all information, knowledge, know-how and techniques, including all drawings, materials, equipment, specifications, recipes, techniques and other data that JIB or its affiliates designate as confidential shall be deemed confidential for purposes of this Agreement. Licensee agrees that both during the term of this Agreement and thereafter, Licensee (a) will use the confidential Information only in the operation of the Licensed Restaurant, and not in any connection with any other business; (b) will not make copies of any confidential Information without the express written consent of JIB; (c) will not communicate, divulge or disclose the confidential Information to any person or entity who does not need access to it to operate the Licensed Restaurant; and (e) will not use the confidential Information, or allow it to be used, for the benefit of any third party.

10. OWNERSHIP OF INTELLECTUAL PROPERTY

Licensee agrees hereby that all right, title and interest to the System and the Marks are and shall remain vested solely in JIB, and that any use thereof by Licensee shall inure to the benefit of JIB. Licensee hereby disclaims any right or interest in the System, the Marks or in the goodwill derived therefrom, and Licensee agrees not to contest, directly or indirectly, the validity of JIB's Marks or JIB's ownership, title, right or interest in the Marks and/or the System and/or JIB's sole right to register, use or license others to use the same. Licensee agrees that all information loaned, or otherwise made available to Licensee, and all disclosures made to Licensee and not to the general public, by or at the direction of JIB at any time before or during the term of this Agreement, including, but not limited to, the Manuals, specifications, and any modifications or amendments thereto, in their entirety are trade secrets of JIB for purposes of this Agreement, and shall be kept confidential and used by Licensee only in the operation of the Licensed Restaurant.

If it becomes advisable at any time in JIB's sole discretion to modify or discontinue use of any Marks or part of the System and/or to use one or more additional or substitute Marks or aspects of the System, Licensee shall immediately modify or discontinue the use of such Mark or aspect of the System, or use the additional or substitute Mark or aspect of the System.

Licensee shall not, directly or indirectly, at any time during the term of this Agreement or thereafter, do, or cause or permit to be done, any act in any way impairing or tending to impair JIB's right, title or interest in the Marks or System. Except as provided herein, JIB shall not be required to participate in the defense of and/or to indemnify Licensee for damages or expenses incurred by Licensee if he becomes a party to any administrative or judicial proceeding involving the Marks or the System. Licensee shall not institute any legal action or any other kind of proceeding based upon the Marks without JIB's prior written approval.

Licensee shall immediately notify JIB of any infringements or imitations of the Marks or the System, or of any challenges to Licensee's use of any of the Marks or the System, and JIB shall have the sole discretion to take such action, if any, it deems appropriate. JIB may control any administrative proceedings or litigation affecting the Marks or the System. Licensee shall cooperate in the prosecution or defense of any such action, and shall be named as a party in any such action if so desired by JIB. JIB shall bear the legal expenses incident to Licensee's participation in such action, except for the cost of Licensee's personal legal counsel if Licensee elects to be represented by counsel of his own choosing.

In the adoption of a corporate or partnership name, Licensee shall not use any of the Marks, any variations or abbreviations thereof, or any words deemed by JIB to be confusingly similar to the Marks.

Licensee is not permitted to establish websites, social media venues, or domain names which in any way shape or form incorporate the JACK IN THE BOX marks, name, initials or indicia into his web address. Licensee is not permitted to establish websites or domain names linking to the JACK IN THE BOX site without the prior written permission of JIB.

11. INSURANCE

During the term of this Agreement, Licensee shall obtain and maintain in full force and effect, at his own expense, such insurance coverages as may be required of Licensees by JIB in writing. The insurance requirements including but not limited to coverages and policy limits, may be increased or modified from time to time by JIB at its sole discretion. The current requirements are:

Commercial General Liability insurance, including Products Liability coverage, and Broad Form Contractual Liability coverage, written on a "per occurrence" policy form in an amount of not less than $5,000,000 combined single limit per occurrence and aggregate. Such insurance must not contain an exclusion for occurrences arising from food-borne illness, and must insure the contractual liability of Licensee under Section 12 of this Agreement.

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

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

"All Risk" property insurance covering: (a) the Premises (including tenant improvements, furniture, fixtures, equipment, inventory and other tangible property of the Licensed Restaurant), including plate glass coverage, on a full one hundred percent

(100%) repair or replacement value basis; (b) Business Interruption/ Business Income insurance (at least one (1) year of actual loss sustained), including Extra Expense insurance, so as to re-establish normal business operations; and (c) loss of rents insurance covering a minimum of twelve (12) months' fixed minimum rent.

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

JIB and its Affiliates, and any other parties as JIB may request, shall be named as "additional insureds," and the policies shall contain an "Additional Insured-Designated Person or Organization" endorsement (or its equivalent), except workers' compensation insurance only. Licensee annually shall provide JIB with certificates of insurance reflecting Licensee's insurance coverage.

12. INDEMNIFICATION

Licensee is responsible for all losses, damages, and liabilities (whether contractual, statutory or otherwise) to third persons arising out of or in connection with the possession, ownership or operation of the Licensed Restaurant, and for all claims or demands for damages to property, or for injury, illness or death of persons directly or indirectly resulting therefrom; and Licensee shall defend, indemnify and hold harmless JIB, its Affiliates, employees, officers, directors and agents from all such claims, demands, losses, obligations, costs, attorneys' fees, expenses, liabilities, debts or damages directly or indirectly resulting therefrom, unless resulting from the gross negligence or willful misconduct of the indemnified parties.

If such claims are asserted against an indemnified party, JIB shall notify Licensee and, at JIB's election, Licensee must assume the defense of such claims or JIB will defend such claims in the manner JIB deems appropriate. If JIB requires Licensee to defend such claims and Licensee fails to assume the defense as required by JIB, then JIB may defend in such manner as it deems appropriate. Licensee shall reimburse the indemnified party (or JIB if JIB steps in to defend the matter) for all costs, including attorneys' fees, and the reasonable value of time spent by corporate counsel, incurred by the indemnified party in effecting such defense, in addition to any sum that the indemnified party may incur by reason of any settlement or judgment. The indemnified party's right to defense and indemnification hereunder shall exist, notwithstanding that its joint or concurrent liability may be imposed on it by law.

13. ASSIGNMENT BY JIB

There are no restrictions on JIB's ability to assign this Agreement, and any such transfer or assignment shall inure to benefit any transferee or assignee or other legal successor to the interest of JIB.

14. ASSIGNMENT BY LICENSEE

This Agreement is personal to Licensee (or if Licensee is a legally formed entity, the Owners of Licensee). Neither Licensee nor any Owner shall sell, assign, pledge, mortgage, hypothecate, give as security or in any manner encumber or otherwise transfer (hereinafter, "Transfer") this Agreement or any direct or indirect right or interest in the franchise granted, or any direct or indirect interest in Licensee, the Licensed Restaurant, or the Licensed Location nor permit any such Transfer to occur directly or indirectly, whether by agreement or operation of law, without the prior written consent of JIB. Without limiting the generality of the foregoing, this provision applies to any Transfer between Owners.

Any Transfer shall require, among other items: (i) delivery of an updated Ownership Information Form; (ii) delivery of complete financial statements of the proposed transferee and other information satisfactory to JIB; (iii) the payment by Licensee of up to, but not exceeding, two thousand five hundred dollars ($2,500) per Licensed Restaurant to JIB; (iv) the execution by each Owner of a general release (in form satisfactory to JIB) in favor of JIB, covering (without limitation) all transactions or occurrences of any kind prior to the proposed assignment, whether arising out of the franchise relationship or otherwise, between Licensee and JIB; (v) the payment of all amounts owed to JIB by Licensee; (vi) the transferor corrects any material defaults; (vii) the execution of a personal guarantee by each transferee, if the transferring Owner had executed the same; (viii) the transferee and its employees complete all training required by JIB; (ix) at JIB's election, execution of an assignment agreement or the then-current standard franchise agreement for the remainder of the term of this Franchise Agreement; and (x) such other conditions as JIB may require.

15. TERMINATION

A. This Agreement shall automatically terminate if Licensee's contract to provide foodservice at the Facility terminates or expires without renewal. In addition, Licensee may terminate this Agreement following 60 days' written notice to JIB if Licensee's client at the Facility instructs Licensee in writing to cease operating the Licensed Restaurant (provided Licensee has exercised reasonable efforts to arrange a meeting between Licensee's client and JIB, if JIB so elects, to discuss the continued operation of the Licensed Restaurant). If Licensee's contract to provide foodservice at the Facility permits Licensee's client to take this action on shorter notice, the notice period provided in that contract shall govern, provided Licensee has provided JIB a copy of the relevant contract provision.

B. Except as otherwise provided in this Agreement, Licensee shall have 30 days after written notice of default from JIB within which to remedy any default under this Agreement and provide evidence of that remedy to JIB. If any such default is not cured within that time, this Agreement shall terminate without further notice to Licensee effective immediately upon expiration of that time, unless JIB notifies Licensee otherwise in writing. Notwithstanding the foregoing, if the default cannot be corrected

within 30 days, Licensee shall have such additional time to correct the default as reasonably required (not to exceed 90 days) provided that Licensee begins taking the actions necessary to correct the default during the 30 day cure period and diligently and in good faith pursues those actions to completion. Licensee will be in default under this Agreement for any failure to comply with any of the material requirements imposed by this Agreement, the Manual or otherwise in writing, or to carry out the terms of this Agreement in good faith.

C. Notwithstanding the provisions of preceding Section 18.B., if Licensee defaults in the payment of any monies owed to JIB when such monies become due and payable and Licensee fails to pay such monies within 10 days after receiving written notice of default, then this Agreement will terminate effective immediately upon expiration of that time, unless JIB notifies Licensee otherwise in writing.

D. If JIB reasonably determines that a threat or danger to public health or safety is likely to result from the construction, maintenance or operation of the Licensed Restaurant, JIB may immediately terminate this Agreement by providing written notice to Licensee without opportunity to cure. In the alternative, JIB may, in its sole discretion, direct a temporary closure of the Licensed Restaurant until the situation can be corrected.

E. If Licensee has received two or more notices of default within the previous 12 months, JIB shall be entitled to send Licensee a notice of termination upon Licensee's next default within that 12-month period, without providing Licensee an opportunity to remedy the default.

F. If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement requires a notice or cure period prior to termination longer than set forth in this Section, this Agreement will be deemed amended to conform to the minimum notice or cure period required by the applicable law or regulation.

G. JIB's failure to terminate this Agreement upon the occurrence of one or more of the above events shall not constitute a waiver, or otherwise affect the right of JIB to terminate this license because of any other occurrence of one or more of the aforesaid events.

16. OBLIGATIONS UPON TERMINATION

Upon termination or expiration of this Agreement, the following obligations apply:

A. Licensee's right to use the Marks and the System shall terminate. Licensee shall not thereafter identify itself as a JACK IN THE BOX Licensee, nor use any of the Marks or any mark confusingly similar thereto, nor use or disclose to others any of JIB's trade secrets, operating procedures, or promotional materials. Upon termination or expiration of this franchise, Licensee will immediately return to JIB all

Manuals, together with all other material containing trade secrets, restaurant operating instructions or business practices of JIB.

B. Licensee grants to JIB, upon termination or expiration of this Agreement, the option to purchase all usable inventory of food supplies, paper goods, containers, printed menus and other materials bearing JIB's trade names or Marks at Licensee's cost; and to purchase the restaurant equipment, furniture, fixtures and signs at fair market value.

C. Licensee shall, immediately upon termination or expiration of this Agreement, make such removals or changes in signs and the Premises as JIB shall request, to distinguish the Premises from its former appearance and from any other JACK IN THE BOX restaurant. In the event Licensee fails to make such changes, Licensee hereby consents to JIB entering the premises to make non-structural changes at Licensee's expense.

D. In the event of termination for any default of Licensee, any damage suffered by JIB shall be a lien in favor of JIB against the personal property, machinery, fixtures and equipment owned by Licensee on the Premises at the time of such default. Said lien shall be in addition to any other rights or remedies of JIB that exist under statute, regulation or common law.

E. All obligations of JIB and Licensee which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

17. RESTRICTIONS ON OTHER BUSINESS INTERESTS

Licensee covenants and agrees that, during the term of this Agreement and, if this Agreement is terminated prior to the end of the Initial Term, for a period of 1 year following such termination, Licensee and Operator shall not, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with, any person, firm, partnership, corporation or other entity, own, maintain, operate, be employed by, engage in, advise, help, make loans to, or have any direct or indirect interest in, any foodservice operation at the Facility: whose format is similar to the format employed by the System at that time (currently, the JIB System operates in a quick-service format, but JIB may change that format at any time), and 20% or more of the sales of which are (or are likely to be) comprised of the kinds of products that are designated by JIB as Core Menu Items of JACK IN THE BOX® restaurants at that time. (Currently, hamburgers, specialty sandwiches and tacos are designated as Core Menu Items of JACK IN THE BOX restaurants, but JIB may designate different or additional products as Core Menu Items at any time. This restriction shall not apply to Licensee's existing restaurant or foodservice operations, if any, which are identified in Exhibit A.

JIB shall have the right, in its sole discretion and without Licensee's consent, to reduce the scope of any covenant in this Section. Any covenant as so reduced shall be fully enforceable. The reduction shall be effective immediately upon receipt by Licensee of written notice thereof, and Licensee shall comply immediately with the covenant as so reduced.

Licensee shall obtain and furnish to JIB an undertaking, to the same effect as the undertaking in this Section, from Licensee's Operator (if Licensee is not the Operator) and from such of the Owners.

18. MISCELLANEOUS: GENERAL CONDITIONS

A. Interpretation/Entire Agreement

This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties relating to the subject matter hereof, and supersede any and all prior negotiations, understandings, representations, and agreements regarding that subject matter. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. You acknowledge that you are entering into this Agreement as a result of your own independent investigation of our franchised business, and not as a result of any representations about us made by our shareholders, officers, directors, employees, agents, representatives, independent contractors, or Licensees that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus, or other similar document required or permitted to be given to you pursuant to applicable law. This Agreement may be modified or amended only in writing, signed by both parties.

B. Governing Law, Jurisdiction and Venue

1. This Agreement shall become valid when executed and accepted by JIB at San Diego, California. The laws of California shall apply to any claim or controversy regarding the making, entering into, performance, or interpretation of this Agreement, without giving effect to any conflict-of-law rules of such jurisdiction. If, however, any provision of this Agreement would not be enforceable under the laws of California, Licensee is located outside of California, and such provision would be enforceable under the laws of the state in which Licensee is located, then such provision shall be interpreted and construed under the laws of that state.

2. Licensee shall file any suit against JIB or its officers, directors, agents, employees or shareholders, arising out of this Agreement or otherwise, only in the federal or state court in the judicial district where JIB's principal offices are located at the time suit is filed. JIB may file any suit against Licensee, arising out of this Agreement or otherwise, in any federal or state court in the judicial district where JIB's principal offices are located at the time suit is filed, or where Licensee resides, or where the Licensed Restaurant is or was located, or where the claim arose; and Licensee

hereby consents to and waives all questions of personal jurisdiction and venue for the purpose of carrying out this provision.

3. **JIB and Licensee irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by JIB against Licensee, or by Licensee against JIB and/or its Affiliates or subsidiaries, and their shareholders, officers, directors, employees and agents, whether or not there are other parties in such action, to the extent permitted by law.** Licensee and JIB waive, to the fullest extent permitted by law, the right to bring, or be a class member in, any class action suits.

4. Except for payment owed by one party to the other party, and unless prohibited by applicable law, any and all claims and actions arising out of, or relating to, this Agreement, the relationship of JIB and Licensee, or Licensee's operation of the Licensed Restaurant, shall be commenced within two (2) years from the occurrence of the facts giving rise to such claim or action, or such shorter term as is established by law, or such claim or action shall be barred.

5. JIB and Licensee hereby waive to the fullest extent permitted by law any right to, or claim of, any punitive or exemplary damages against the other, and agree that in the event of a dispute between them, each shall be limited to the recovery of actual damages sustained by it.

C. Notices

All notices to JIB shall be in writing, and shall be effective if hand delivered or sent by certified air mail, postage fully prepaid, or cable or by facsimile addressed to Jack in the Box Inc. at its offices at 9330 Balboa Avenue, San Diego, California 92123, Attention: Corporate Secretary, or at such other address as JIB shall from time to time designate in writing. All notices to Licensee, including a Notice of Termination, shall be in writing, and shall be effective if hand delivered or sent by certified mail, return receipt requested, postage fully prepaid, by overnight mail, or by facsimile or comparable electronic system, addressed to Licensee or Operator at the Licensed Restaurant, the Premises or Licensee's or Operator's last designated-in-writing mailing address. Notices shall be deemed delivered and received on the earlier of (i) actual receipt; (ii) the fifth (5th) business day after being deposited in the U.S. Mail; (iii) the second (2nd) business day after being deposited with an overnight mail service; or (iv) the first (1st) business day after being sent by facsimile or comparable electronic system.

D. Attorneys' Fees and Costs

In any litigation arising out of or relating to this Agreement, the prevailing party shall be paid by the other party all costs, including reasonable accounting and attorneys' fees, incurred as a result of the legal action.

E. Guarantees

All owners, directors and officers of Licensee shall sign the attached guarantee of Licensee's obligations under this Agreement.

JACK IN THE BOX INC.	**LICENSEE:**
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

FRANCHISE RESTAURANT INFORMATION

1. Licensed Location/Premises (attach floor plan of Facility):
2. Limited Menu (if applicable):
3. Opening Policy/Operating Hours:
4. Existing Foodservice Operations (if applicable):

EXHIBIT B

GUARANTEE AND ASSUMPTION OF LICENSEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the License Agreement dated as of _____ ("Agreement") by Jack in the Box Inc. ("JIB"), entered into with _____ ("Licensee"), the undersigned ("Guarantors"), each of whom is an officer, director, or owner of Licensee, hereby personally and unconditionally agree as follows:

Guarantors hereby: **(A)** guarantee to JIB and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement or at law or in equity, that Licensee and any assignee of Licensee's interest under the Agreement shall **(1)** punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and **(2)** punctually pay all other monies owed to JIB and/or its affiliates; **(B)** agree to be personally bound by each and every provision in the Agreement; and **(C)** agree to be personally liable for the breach of each and every provision in the Agreement.

Each Guarantor waives: **(1)** acceptance and notice of acceptance by JIB of the foregoing undertakings; **(2)** notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; **(3)** protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; **(4)** any right Guarantor may have to require that an action be brought against Licensee or any other person or entity as a condition of Guarantor's liability; **(5)** all rights to payments and claims for reimbursement or subrogation which Guarantor may have against Licensee arising as a result of the execution of and performance under this Guarantee; **(6)** any law or statute which requires that JIB make demand upon, assert claims against or collect from Licensee or any others, foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Licensee or any others prior to making any demand upon, collecting from or taking any action against Guarantor with respect to this Guarantee; **(7)** any and all other notices and legal or equitable defenses to which Guarantor may be entitled; and **(8) any and all right to have any legal action under this Guarantee decided by a jury.**

Each Guarantor consents and agrees that: **(1)** his/her/its direct and immediate liability under this Guarantee shall be joint and several; **(2)** he/she/it shall render any payment or performance required under the Agreement upon demand if Licensee fails or refuses punctually to do so; **(3)** such liability shall not be contingent or conditioned upon pursuit by JIB of any remedies against Licensee or any other person; **(4)** such liability shall not be diminished, relieved or otherwise affected by any amendment of the Agreement, any extension of time, credit or other indulgence which JIB may from time to time grant to Licensee or to any other person including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this Guarantee, which shall be continuing and irrevocable during the term of the Agreement and for so long thereafter as there are monies or obligations owing from Licensee to JIB under the Agreement;

and (**5**) monies received from any source by JIB for application toward payment of the obligations under the Agreement and under this Guarantee may be applied in any manner or order deemed appropriate by JIB. In addition, if any Guarantor ceases to be an owner, an officer or director of Licensee, that person agrees that the obligations under this Guarantee shall continue to remain in force and effect unless JIB in its sole discretion, in writing, releases those person(s) from this Guarantee.

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

If any of the following events occur, a default ("Default") under this Guarantee shall exist: **(1)** failure of timely payment or performance of the obligations under this Guarantee; **(2)** breach of any agreement or representation contained or referred to in this Guarantee; **(3)** the dissolution of, termination of existence of, loss of good standing status by, appointment of a receiver for, assignment for the benefit of creditors of, or the commencement of any insolvency or bankruptcy proceeding by or against, any Guarantor; and/or **(4)** the entry of any monetary judgment or the assessment against, the filing of any tax lien against, or the issuance of any writ of garnishment or attachment against any property of or debts due any Guarantor. If a Default occurs, the obligations of Guarantor shall be due immediately and payable without notice. Upon the death of one of any Guarantor, the estate shall be bound by this Guarantee for all obligations existing at the time of death. The obligations of the surviving Guarantors shall continue in full force and effect.

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

The enforcement sections of the Agreement shall apply to this Guarantee.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed his signature, under seal.

GUARANTORS:

Date: _____

_____
Print name: _____
Address: _____
_____

Date: _____

_____
Print name: _____
Address: _____

EXHIBIT K

DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is dated , , and entered into in the City of San Diego, State of California, by and between JACK IN THE BOX INC., a Delaware corporation, having its principal place of business at 9330 Balboa Avenue, San Diego, California 92123, ("JIB") and , whose address is ("Developer"), who agree as follows:

1. RECITALS. This Agreement is made and entered into with reference to the following facts and circumstances:

A. JIB is the owner of the name Jack in the Box® and certain other service marks, trademarks, names, logos and commercial symbols which are authorized for use from time to time in connection with the *Jack in the Box* restaurants (the "Marks").

B. JIB has expended time, effort and money to develop a distinctive restaurant format and operating system utilizing specialized and unique techniques, knowledge, expertise, skill and proprietary information. The restaurant format and operating system includes but is not limited to, management and operating systems and controls and uniform standards, specifications and procedures for the purchase, preparation and sale of food and beverage products and the operation of quick service restaurants, and a distinctive building design, decor and color scheme (the "System").

C. The System includes, among other things, the following elements, all of which may be deleted, changed, improved or further developed by JIB from time to time: (a) know-how, specifications, methods and procedures for the content, preparation, marketing and sale of food and beverages which are described in operating manuals for *Jack in the Box* restaurants and in other written materials; (b) plans and specifications for distinctive, standardized premises and interior and exterior formats, styles, designs, decors, fixtures, equipment, layouts and signs which are described in operating manuals for *Jack in the Box* restaurants and other written materials; and (c) a public image that each *Jack in the Box* restaurant is a unit in an established quick service restaurant system and that all *Jack in the Box* restaurants are operated with uniform high standards for product quality and service and aesthetic effect of the restaurant premises.

D. JIB operates and grants franchises to operate restaurants known as *Jack in the Box* restaurants using the System and the Marks.

E. Developer recognizes the uniqueness, confidentiality and value of the System and the advantages and benefits which may be obtained by using the System and the Marks in the operation of *Jack in the Box* restaurants and desires to acquire rights to develop, and acquire franchises to operate, *Jack in the Box* restaurants.

F. Developer acknowledges that it has received JIB's Franchise Disclosure Document and all Exhibits thereto ("FDD") and that Developer has had full opportunity to be thoroughly advised of the terms and conditions of this Agreement by counsel of its own choosing before this Agreement was signed, that Developer is entering into this Agreement after having made such independent investigation of JIB's operations as it

desired, and not in reliance upon any promise, representation, warranty, condition, agreement or understanding whether written or oral, which is not contained in this Agreement or the FDD, whether such representation, warranty, condition, agreement or understanding relates to the financial return which Developer may be expected to realize or otherwise.

G. Developer has submitted written information to JIB to induce JIB to enter into this Agreement, including, but not limited to, an Application Package, together with any material changes therein, and it is understood that JIB is relying on all such information in entering into this Agreement.

H. In consideration of the foregoing, and the mutual covenants contained in this Agreement, the parties now desire to enter into this Agreement upon the terms and provisions set forth below.

2. DEFINITIONS OF TERMS. As used in this Agreement, the following terms shall have the meanings defined in this Section unless a different meaning is plainly required by the context:

A. "Affiliates" shall include people, partnerships, corporations or other legal entities that directly or indirectly own or control Developer or JIB, and partnerships, corporations or other legal entities that are directly or indirectly owned or controlled by Developer or JIB, and all officers, directors, agents and employees of Developer or JIB.

B. "Compliance Date" shall mean _____, which is the last day of JIB's FY____ fiscal year.

C. "Development Rights" shall mean the right to construct a single *Jack in the Box* restaurant within the Development Area and enter into a "Franchise Agreement" (as defined below) to operate such restaurant, subject to the terms and conditions of this Agreement.

D. "Development Area" shall mean the particular site or larger area described on Exhibit A, attached hereto and incorporated herein by this reference.

E. "Developed Restaurant" shall mean the *Jack in the Box* restaurant to be developed pursuant to this Agreement.

F. "Effective Date" shall mean the date upon which JIB signs this Agreement.

G. "Fast Food Restaurant" shall mean a restaurant offering prompt service from a limited menu and selling food and beverage products for consumption at or from the premises of the restaurant.

H. "Owner(s)" shall mean the owner(s) of Developer if Developer is or becomes (through an approved assignment under Section 11 below) a partnership, limited liability company or corporation, and shall include all shareholders, general or limited partners, or members of such entity.

3. GRANT OF RIGHTS.

A. In reliance upon the commitments made by Developer in this Agreement, JIB grants to Developer the Development Rights, subject to the terms and conditions of this Agreement and the Franchise Agreement which must be entered into for the restaurant pursuant to Section 9 hereof. Until such time as this Agreement expires or is terminated, JIB will not grant new *Jack in the Box* franchises to any person or entity other than Developer for the operation of, nor will JIB open, any new *Jack in the Box* restaurant within the Development Area; however, if JIB or any other franchisee already operates one or more *Jack in the Box* restaurants within the Development Area, JIB shall have the right to: (i) continue to operate (and allow franchisees to operate) any such currently existing locations; (ii) grant a franchise for the operation of those restaurants to a franchisee other than Developer; or (iii) develop and open, or allow a franchisee to develop and open, an offset restaurant to replace any such existing location(s). JIB also reserves the right to grant franchises for the operation of, or to itself operate restaurants, other than *Jack in the Box* restaurants, within the Development Area.

B. This Agreement is not a Franchise Agreement and does not grant to Developer any right to use the System or the Marks; any such rights will be acquired, if at all, only under and in accordance with the terms and conditions of Franchise Agreements entered into with JIB.

4. TERM. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall commence on the Effective Date and expire on the Compliance Date.

5. DEVELOPMENT FEE. In consideration of the rights granted herein, Developer shall pay to JIB, concurrently with the signing of this Agreement, a development fee of $25,000 ("Development Fee"). The Development Fee paid by Developer to JIB shall be non-refundable and shall be deemed fully earned by JIB when paid.

6. OPERATOR. Developer hereby designates ("Operator") to be responsible during the term of this Agreement for supervising the development and operation of the Developed Restaurant and to act as JIB's principal contact with Developer. JIB may communicate with and give notice to Developer through the Operator. The Operator shall have authority to represent Developer and enter into agreements and modifications of agreements on behalf of Developer and bind Developer to such agreements and modifications.

If Developer is or becomes (through an approved assignment under Section 11 below) a partnership, limited liability company or corporation, the Operator shall at all times maintain the percentage ownership interest in the Developer as required by JIB in writing. Additionally, Operator shall at all times maintain the same percentage ownership interest in all Franchise Agreements to be signed hereunder, free and clear of all mortgages, pledges, liens, security interests and other encumbrances.

Developer agrees to cause the Operator to maintain actual involvement in the operations of the Developed Restaurant and to devote the best efforts of Developer to the restaurant operations and the success thereof.

7. DEVELOPMENT REQUIREMENTS.

A. Developer agrees to cause the Developed Restaurant to be open and in operation on or before the Compliance Date. In addition, Developer agrees to obtain: (i) expansion approval, if Developer is an existing Jack in the Box franchisee ("Expansion Approval"); (ii) site approval ("Site Approval"); and (iii) lease approval if the site on which the Development Restaurant is located is leased from a third party ("Lease Approval"), as detailed in Section 8, below.

[OPTIONAL: To assist Developer in meeting the obligations under this Agreement, JIB has identified a site that may be appropriate for development as a Jack in the Box restaurant and JIB shall make such site available to Developer and Developer shall undertake acquisition and development of such site in accordance with the provisions of the attached Addendum, which shall supplement and control the parties' duties and obligations regarding acquisition and development thereof.]

Once Expansion Approval, Site Approval, Lease Approval, and all required permits have been obtained, Developer shall diligently pursue construction of the Developed Restaurant to ensure the Developed Restaurant opens at the earliest reasonable time, but in any event on or prior to the Compliance Date.

Developer acknowledges that time is of the essence in this Agreement. Developer timely obtaining Expansion Approval, Site Approval and Lease Approval, and constructing and opening the Developed Restaurant are of material importance to JIB. Failure by Developer to adhere to open the Developed Restaurant on or before the Compliance Date, shall constitute a default under this Agreement as provided in Section 16 below.

B. If the opening is delayed because of "Force Majeure" (as defined below), then for the period of the delay in opening, up to a maximum of six (6) months following the Compliance Date, the Developed Restaurant shall be deemed "open and in operation" for purposes of determining compliance with this Agreement. For the purposes of this Agreement, "Force Majeure" shall mean only acts of God, strikes, embargoes, war or riot.

C. The Developed Restaurant may be closed for up to three (3) consecutive days after having been opened, and still be deemed in operation for purposes of determining whether Developer has satisfied the obligation to open on or before the Compliance Date. A restaurant that is closed for more than three (3) consecutive days will not be deemed "in operation."

8. RESTAURANT DEVELOPMENT PROCEDURE.

A. Developer agrees to apply for and obtain Expansion Approval, Site Approval and Lease Approval from JIB for the Development Restaurant, as well as to satisfy the conditions to Site Approval listed on Exhibit B, attached hereto and incorporated herein by this reference, all of which must be accomplished before beginning the development process. Developer agrees to obtain all required Expansion Approval, Site Approval and Lease Approval in accordance with JIB's then current criteria and procedures, including without limitation, submitting the then current Expansion Application and Site Acquisition Package. Such approval shall be made by JIB in writing and delivered to Developer.

B. Developer shall comply with the following procedure for obtaining Expansion Approval:

(1) Before submitting a Site Acquisition Package or otherwise beginning the development of any restaurant hereunder, Developer shall apply in writing for Expansion Approval. JIB will evaluate whether Developer has met JIB's then-current criteria and inform Developer in writing whether or not Developer has Expansion Approval. JIB reserves the right to change its expansion criteria from time to time.

(2) Failure to maintain Expansion Approval standards shall be grounds for withdrawing an Expansion Approval at any time before Developer makes a binding commitment for the acquisition of a restaurant site, provided such site has received written Site Approval as specified below. Any refusal or withdrawal of Expansion Approval shall not extend or modify the obligations of Developer set forth in the Development Requirements, the Compliance Date, or any other provision of this Agreement.

C. Developer shall comply with the following procedure for obtaining Site Approval:

(1) For the proposed site of the Developed Restaurant, Developer shall submit a Site Acquisition Package ("SAP") in the form specified by JIB with a request for JIB Site Approval.

(2) Developer acknowledges that Site Approval can be granted only by means of JIB's Real Estate Site Committee ("RESC") Approval Form duly signed by an authorized representative of JIB and no other approval, whether oral or written, shall be effective or binding on JIB. Site Approvals are valid until the expiration or earlier termination of the Development Agreement under which the Site Approval was granted, unless a shorter period is identified by JIB during the Site Approval process.

(3) JIB may refuse to approve the proposed site for the Developed Restaurant if it believes the potential long term sales impact on one or more surrounding restaurants is excessive. Developer acknowledges that Developer may be required to pay for one or more trade area surveys on one or more surrounding restaurants in order to provide JIB with information about potential impact.

(4) Failure to obtain Site Approval shall not extend or modify the Compliance Date, the term of this Agreement or any other provision of this Agreement.

D. If Developer leases the real property for the Developed Restaurant from a third party, Developer must use its best efforts to use JIB's standard form of lease addendum. Regardless of whether JIB's standard form is used, all third-party leases must include the following terms and conditions:

(1) Developer may not use the premises for the operation of any business other than a Jack in the Box restaurant.

(2) The landlord consents to Developer's use of such marks and signage as JIB may reasonably require.

(3) The landlord agrees that whenever it sends any notice, lease amendment or other material document pertaining to the lease or the Premises to Developer, it will simultaneously send a copy to JIB.

(4) JIB has the right to enter the premises to make any modification necessary to protect its marks or to cure any default under the lease or the Franchise Agreement, including the right to enter upon expiration to de-identify the premises if Developer fails or refuses to do so.

(5) If Developer is in default under the lease, JIB will have the right to cure the default, and after cure, to assume the lease and sublease the premises for all, or any part of, the term of the lease.

(6) A Memorandum of Lease will be recorded in the appropriate recorder's office in the county in which the Developed Restaurant is located.

(7) The landlord agrees to deliver to Developer a non-disturbance agreement (i) from the current holder of any mortgage or deed of trust which is a lien on the premises, or (ii) if the landlord is the tenant under the terms of any master lease, from the lessor under such master lease. Such non-disturbance agreement shall provide that so long as Developer is not in default beyond any applicable cure periods under its lease, the lender or master lessor, as the case may be, shall not disturb Developer's use and possession of the premises upon the default by landlord under the mortgage/deed of trust or master lease, or upon termination of the master lease for any other reason.

(8) If the Developed Restaurant is located within a shopping facility or similar multi-tenant facility, the landlord shall not at any time permit or allow the tenancy or operation of any drive-through fast-food restaurant business upon any land within the shopping center and/or upon any land adjacent to the premises that is owned or controlled by that landlord.

E. Developer shall not, except at Developer's own risk, enter into any legally binding commitments with vendors or property owners until JIB has given Site Approval as provided herein. Developer further acknowledges that JIB's acceptance of a site does not constitute any representation or guarantee by JIB that said site will be a successful location for a restaurant and Developer assumes all risk associated with the profitability of any such site.

F. Developer agrees to do, or cause to be done, the following, all at its own expense:

(1) Obtain the right to use the site to construct, maintain and operate a *Jack in the Box* restaurant;

(2) Secure all financing required to fully develop the restaurant;

(3) Obtain all required building, utility, sign, health, sanitation, and business permits and licenses and any other required permits and licenses;

(4) Adapt the prototypical building plans supplied by JIB;

(5) Submit the "permit set" of building plans to JIB for JIB's written approval;

(6) Provide JIB with a copy of the "construction set" of building plans; construct all required improvements in compliance with construction plans and specifications approved by JIB;

(7) Decorate the restaurant in compliance with plans and specifications approved by JIB;

(8) Purchase and/or lease and install all required equipment, furniture, furnishings and signs required by JIB; and

(10) Purchase an opening inventory of food and other supplies and materials.

G. Upon Developer's written request, JIB will provide Developer with a schematic site plan indicating placement of the building on the site, parking area, landscaped areas and access to adjoining streets or properties. Upon request, JIB will furnish standard prototypical building plans and specifications for a *Jack in the Box* restaurant reflecting JIB's requirements for design, decoration, furnishings, furniture, layout, equipment, fixtures and signs for *Jack in the Box* restaurants as in effect from time to time. Such plans will not be adapted for a particular site nor certified by any JIB architect or engineer.

H. It shall be the responsibility of Developer to have prepared all required construction plans and specifications that comply with applicable ordinances, building codes, Federal laws, permit requirements, and lease requirements and restrictions. If alterations of any kind are required for any reason, Developer shall submit to JIB an explanation of any such changes to JIB's prototypical construction plans and specifications, and the Site Plan approved by JIB. Such changes must be approved by JIB in writing before any work is begun. Any cost, including engineering and architectural fees, incurred in obtaining JIB review and approvals by the appropriate governmental authorities of the Site Plan, or other plans, specifications and layouts shall be paid by the Developer.

9. OPENING OF THE RESTAURANT. Approximately three (3) months before the Developed Restaurant is opened, Developer shall enter into the then current form of the Jack in the Box Franchise Agreement used by JIB to grant franchises to operate *Jack in the Box* restaurants in the state in which the specified Developed Restaurant is located ("Franchise Agreement"), and shall pay the "Franchise Fee" (as defined in the Franchise Agreement). Nothing in this Agreement shall be construed as obligating JIB to enter into a Franchise Agreement with respect to any restaurant if Developer has not obtained Expansion Approval, Site Approval and Lease Approval in accordance with Section 8 and/or if Developer is otherwise in breach of any of its obligations under this Agreement. Developer agrees not to open a *Jack in the Box* restaurant for business until all of Developer's obligations under this Agreement have been fulfilled.

10. APPROVALS. Whenever JIB's approval is required under the terms of this Agreement, that approval is solely for the purpose of furthering JIB's interest in obtaining adherence to JIB's image and operational requirements. Developer, Franchisee, and any agents associated with either, remain solely responsible for the costs, safety, adequacy, workmanship, design, and construction of the site, any buildings on the site, and all materials used in the construction of the improvements at the site; compliance with all laws related thereto; and all other aspects of the development process.

11. NON-ASSIGNABILITY.

A. This Agreement is personal to Developer. Except as provided herein, neither Developer nor any Owner shall sell, assign or otherwise transfer this Agreement or any direct or indirect right or interest in the development rights granted, nor permit any such assignment or transfer to occur directly or indirectly, whether by agreement or operation of law; nor pledge, mortgage, hypothecate, give as security for an obligation, or in any manner encumber any right under this Agreement or any direct or indirect interest in Developer, without the prior written consent of JIB. In no event shall any assignment relieve Developer or any Owner of any obligations to JIB under this Agreement unless JIB shall expressly consent to such release from liability. Any purported sale, assignment, pledge, mortgage, hypothecation or encumbrance contrary to the provisions of this Agreement shall be void and of no force or effect.

B. Subject to the prior written consent of JIB, Developer may assign this Agreement to a corporation, partnership or limited liability company, that is not then or thereafter to be engaged in any business other than the development and operation of *Jack in the Box* restaurants and in which Owners of Developer shall own one hundred percent (100%) of the outstanding securities. Any such assignment shall not relieve any Owner of personal liability for performance of all obligations under this Agreement. No subsequent transfer or issuance of shares in such corporate assignee shall be made without JIB's prior written approval. Developer or the Operator, if Franchisee is not an individual, shall, throughout the term of this Agreement, own the percentage of the voting, capital and profits interest in outstanding securities of the corporation, partnership or limited liability interests as required by JIB in writing. The Articles of Incorporation and/or By-Laws, partnership agreement or limited liability agreement, or any similar formation documents, copies of which shall be provided to JIB, shall at all times reflect the restrictions contained herein, unless otherwise directed by JIB; and all stock certificates shall bear on their face the following legend restricting transfer:

"Ownership of this certificate and the shares evidenced thereby may be sold, assigned, transferred, pledged, hypothecated or otherwise alienated only under and subject to a *Jack in the Box* Development Agreement, a copy of which may be obtained from Jack in the Box Inc., 9330 Balboa Avenue, San Diego, California 92123."

C. At no time shall Developer be owned by more than eight (8) persons. For the purpose of determining the number of persons owning a direct or indirect interest in Developer, each individual owner of a partnership or corporation, with a direct or indirect interest in Developer, and each trustee of any trust owning a direct or indirect interest, shall be considered an Owner of Developer.

D. Any assignment of any interest in the development rights, including (but not limited to) assignments among Owners of Developer, shall require, among other items, (i) delivery of complete financial statements of the proposed transferee and other information satisfactory to JIB; (ii) the payment by Franchisee of up to, but not exceeding, TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500) to JIB (other than in an assignment by the Owners to a corporation, partnership of limited liability company which is one hundred percent (100%) owned by the Owners before the assignment); (iii) the signing by each Owner of a general release (in form satisfactory to JIB) in favor of JIB, covering (without limitation) all transactions or occurrences of any kind before the proposed assignment, whether arising out of the development relationship or otherwise, between Developer and JIB; (iv) the signing of a personal guarantee by each transferee, if the transferring Owner had signed the same; and such other conditions as JIB may require, including, but not limited to, JIB's approval of the assignee's fiscal year.

E. There are no restrictions on JIB's ability to assign this Agreement; and this Agreement is fully assignable by JIB, and shall inure to benefit any assignee or other legal successor to the interest of JIB.

12. DEATH OR INCAPACITY OF DEVELOPER. In the event of the death or incapacity of Developer, Operator or any Owner (hereinafter the "deceased"), the interest of such Developer, Operator, or Owner may be transferred to the heirs or personal representative if:

A. Such person is deemed in JIB's sole discretion to fulfill its requirements for developers in effect at the time of transfer and to meet any other requirements that JIB shall then be generally applying; and

B. Such person agrees in writing to assume full and unconditional liability for and to perform all of the terms and conditions of this Agreement to the same extent as the deceased.

If such person is not so approved, the deceased's estate or personal representative shall use its best efforts to assign the deceased's interest in this Agreement to a person acceptable to JIB within six (6) months after the date of death or incapacity of the deceased. If the deceased's interest is not conveyed to a party acceptable to JIB within said six (6) months, such failure to assign shall be deemed a default hereunder and JIB may, at its option, terminate this Agreement upon ten (10) days' written notice to the estate or personal representative and any remaining Owners. In the event of termination, JIB shall not be obligated to refund any fees paid to it hereunder.

As used herein "incapacity" means suffering from a physical or mental impairment, or a combination of both, rendering such Developer, Operator, or Owner unable substantially to perform all of their responsibilities in connection with this Agreement which is verified by a medical authority acceptable to JIB and appears reasonably certain to continue for at least one (1) year without material improvement.

13. COMPLIANCE WITH LAW. Developer shall secure and maintain in good force in its name all required licenses, permits and certificates relating to the development, construction and operation of a *Jack in the Box* restaurant. Developer shall conduct the business of development, construction and operation of the Developed Restaurant in full compliance with all applicable laws, ordinances and regulations.

14. INDEPENDENT CONTRACTORS. Nothing in this Agreement shall be construed as creating a fiduciary relationship between the parties or making the parties partners, joint venturers or employees of the other, or to make either party liable for any of the debts or obligations of the other party, and Developer shall in no way be considered as an agent, employee or representative of JIB in any dealings which Developer may have with third parties, and Developer shall not act for or make any representations on behalf of JIB and shall have no power to contract on behalf of JIB. JIB shall have no liability for any excise, property or other taxes levied by any governmental tax authority upon Developer or *Jack in the Box* restaurants.

15. INDEMNIFICATION / INSURANCE.

A. Developer agrees to indemnify, defend, and hold JIB harmless against, and to reimburse JIB for, any and all losses, liabilities, damages (actual or consequential) and

taxes, and all costs and expenses of defending any claim brought or tax levied against JIB in any judicial, administrative or arbitration proceeding (including, without limitation, accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses), which JIB may suffer, sustain or incur directly or indirectly out of or by reason of, arising from or in connection with, the ownership, development or operation of *Jack in the Box* restaurants, except for damages arising directly out of Developer's proper use of JIB's standards, specifications or procedures under circumstances such that Developer could not have anticipated that they would give rise to liability. JIB agrees to give Developer prompt notice of any such claim made against JIB and to offer Developer a reasonable opportunity to assume the defense thereof. The indemnities and assumptions of liabilities and obligations herein shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

B. Developer agrees to obtain and maintain insurance as follows:

(1) during the construction of the restaurant, policy(ies) of Builders' Risk Insurance for the full replacement cost of all real and personal property to be constructed. In addition, Developer will cause each contractor and subcontractor performing work to maintain the following insurance: (i) commercial general liability insurance in an amount not less than $5,000,000 combined single limit per occurrence and aggregate, written on a "per occurrence" policy form, covering bodily injury, property damage and personal injury, (ii) workers' compensation insurance as required by law and employer's liability insurance with a limit not less than $1,000,000, and such other insurance as may be required by the state or locality in which the Developed Restaurant will operate, and (iii) business automobile liability insurance, including owned, leased, non-owned and hired automobile coverage with a limit not less than $1,000,000 per accident. JIB and its affiliates, and any other parties as JIB may request, shall be named as "additional insureds" on all insurance required by this section (other than workers' compensation insurance), regardless of whether such insurance is provided by Developer and/or by any of its contractors and/or subcontractors.

(2) on or before signing of any Franchise Agreements, such insurance coverages as are required under the *Jack in the Box* Franchise Agreements.

C. All insurance policies required in Section 15.B. (1) and (2) above shall name JIB and its affiliates, and any other parties as JIB may request, as "additional insureds."

D. Developer's performance of its obligations to maintain insurance shall not relieve Developer of liability under the indemnity provision hereinabove.

E. Throughout the term of this Agreement, Developer shall deliver to JIB certificates of insurance acceptable to JIB (and a copy of the Developer's insurance policy(ies) if requested by JIB) evidencing its compliance with this Section 15.

16. DEFAULT; REMEDIES.

A. Time is of the essence with respect to all of Developer's obligations under this Agreement. Except as otherwise provided by law, developer shall be in default under this Agreement if Developer breaches or otherwise fails to perform any of its obligations under this Agreement, including, without limitation, items (1) through (8) set forth below, and fails to cure such breach or failure within the period specified below, and if no time is specified, then within thirty (30) days after receipt of written notice. Without prejudice to any other rights or remedies that JIB may have under this Agreement, at law or in equity, in the event Developer defaults, then JIB shall have the right to immediately terminate this Agreement and all development rights granted hereunder, in which event JIB shall have the unrestricted right to operate or license persons or entities other than Developer to develop and to operate one or more *Jack in the Box* restaurants within the Development Area.

(1) Developer fails to open the Developed Restaurant on or before the Compliance Date.

(2) Developer fails to obtain Expansion Approval, Site Approval or Lease Approval before the commencement of construction of the Developed Restaurant.

(3) Without JIB's prior written consent, Developer assigns, transfers or otherwise disposes of, or attempts to assign, transfer, encumber, or otherwise dispose of this Agreement in whole or in part.

(4) Developer's commencing a voluntary case or otherwise seeking any type of relief under the federal bankruptcy laws, as now or hereafter constituted, or under any state insolvency or similar law, or the entry of a decree or order for relief in respect of Developer by a court having jurisdiction in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or under any state insolvency or similar law; all without dismissal within ninety (90) days from filing. This Agreement shall terminate upon this occurrence without notification to Developer as if that date were the expiration date, and Developer expressly waives all rights under the provisions of the Bankruptcy Rules and consents to the immediate termination of this Agreement. Developer agrees not to seek an Injunctive Order from any court in any jurisdiction relating to insolvency, reorganization or arrangement proceedings which would have the effect of staying or enjoining this provision.

(5) Developer shall fail to obtain or renew licenses or permits necessary for the performance of Developer's obligations under this Agreement.

(6) Developer shall fail to comply with any other terms, provisions or conditions of this Agreement, or any Franchise Agreements signed pursuant to the terms of this Agreement.

(7) Any *Jack in the Box* Franchise Agreement(s) under which Developer is an Owner or Operator are terminated.

(8) Developer is delinquent in excess of sixty (60) days in the payment of any amount due under any Franchise Agreement with JIB, or is otherwise in default under any other agreement, lease, promissory note or account with JIB.

B. The termination of this Agreement and the Development Rights:

(1) Shall not affect or diminish the binding force or effect of any provision of this Agreement which expressly or by implication shall come into force or continue in force after termination; and

(2) Shall not release Developer from obligations to pay any sums owed under this Agreement or to pay any franchise fees, royalties or other sums owed to JIB under Franchise Agreements or other agreements, leases, notes or accounts; and

(3) Shall not in and of itself alone terminate any Franchise Agreement between JIB and Developer for the operation of Jack in the Box restaurants.

C. The rights of JIB hereunder are cumulative and no exercise or enforcement by JIB of any right or remedy hereunder shall preclude the exercise or enforcement by JIB of any other right or remedy hereunder or which JIB is entitled by law to enforce. If Developer is in default under this Agreement beyond any applicable cure period, in addition to all other rights and remedies available to JIB as a result of such default, including, without limitation, the right collect damages relating to such default, JIB shall also be entitled to injunctive relief.

17. <u>COSTS AND ATTORNEYS' FEES</u>. If a claim for amounts owed by Developer to JIB is asserted in any proceeding before a court of competent jurisdiction or arbiter, or if JIB or Developer is required to enforce this Agreement in a judicial or arbitration proceeding, the party prevailing in such proceeding shall be entitled to reimbursement of its costs and expenses including reasonable accounting and legal fees.

18. <u>INTERPRETATION</u>. The Exhibits, Introduction, Definitions and Preambles to this Agreement are a part of this Agreement, which constitutes the entire Agreement of the parties (all prior representations, negotiations and agreements being merged into this Agreement), and there are no other oral or written understandings or agreements between JIB and Developer relating to the subject matter of this Agreement. The headings of the several Sections and Paragraphs are for convenience only and do not define, limit or construe the contents of such Sections or Paragraphs. Words of any gender used in this Agreement shall include any other gender, and words in the singular shall include the plural, where the context requires. This Agreement may be signed in duplicate counterparts, each of which shall be deemed an original.

19. <u>WAIVER OF OBLIGATIONS</u>. JIB and Developer shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, without limitation, the right to demand compliance with every term, condition and covenant herein, or to declare any breach thereof to be a default and to terminate this Agreement before the expiration of its term) by virtue of: (i) any custom or practice of the parties at variance with the terms hereof; (ii) any failure, refusal or neglect of JIB or Developer to

exercise any right under this Agreement or to insist upon compliance by the other with its obligations hereunder, including, without limitation, compliance by Developer with any specification, standard or operating procedure; any waiver, forbearance, delay, failure or omission by JIB to exercise any right or option, whether of the same, similar or different natures, with respect to one or more other developers, franchisees or licensees of *Jack in the Box* restaurants; or (iii) the acceptance by JIB of any payments from Developer after any breach of this Agreement. The rights or remedies set forth in this Agreement are in addition to any other rights or remedies which may be granted by law.

20. SEVERABILITY. JIB and Developer agree that if any of the provisions of this Agreement may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning which renders it valid and enforceable. The language of all provisions of this Agreement shall be construed according to its fair meaning and not strictly against JIB or Developer. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable, JIB and Developer shall negotiate to amend this Agreement to provide substantially the same obligations and benefits for each as originally provided. If the parties are unable to agree on such an amendment, either may terminate this Agreement upon written notice to the other.

21. BROKER. Developer warrants that Developer has not appointed and does not contemplate appointing any broker, agent or other person who would be entitled to a fee or commission upon the signing of this Agreement. Developer agrees to hold JIB safe and harmless from any fee or commission claimed by any person purporting to act for or on Developer's behalf. Nothing in this Agreement shall be construed as prohibiting either party from employing attorneys, accountants or patent or trademark agents to advise and carry out professional services on its behalf.

22. TRADEMARKS. Developer acknowledges JIB's absolute right to the Marks (registered and unregistered) and disclaims any right or interest therein or to the goodwill attaching thereto. Developer agrees that any rights, privileges and benefits, legal or otherwise, resulting from the use of any of the Marks or other JIB names, slogans and symbols shall inure to JIB only.

Neither Developer nor any company controlled by Developer shall at any time during the term of this Agreement or thereafter use any of the Marks except as authorized in writing by JIB nor shall Developer or any company controlled by Developer at any time question, deny or dispute the validity, right, title or interest of JIB in and to the Marks or any of JIB's registrations thereof. Except as may be expressly authorized by JIB, Developer shall not incorporate or form or cause to be incorporated or formed any company or unincorporated body of persons with a name which includes any reference to any of the Marks or the name JIB or any variations or abbreviations or any words confusingly similar.

Some of the Marks have been registered in the United States Patent and Trademark Office; however, JIB makes no express or implied warranty with respect to the validity of any of the Marks. Developer acknowledges Developer's understanding that

Developer will be conducting business pursuant to Franchise Agreements entered into with JIB, using some JIB Marks which have not been registered and that registration may not be granted for the unregistered Marks and that some of the Marks may be subject to use by third parties unauthorized by JIB.

Developer shall immediately refer any infringement or imitation of the Marks or the System, or threat or challenge to the validity, right or use of the Marks to JIB. JIB shall have the sole discretion, at its expense, to take such action as it deems appropriate to prevent unauthorized persons from using the Marks. If requested by JIB, Developer agrees to join and assist JIB in any action relating to the right to use or the validity of the Marks, and JIB agrees to indemnify Developer for reasonable costs and expenses necessarily incurred in assisting JIB in such action. Developer shall not institute any legal action or other kind of proceeding based upon the trademarks which Developer is licensed to use under this Agreement without the prior written approval of JIB.

23. NOTICES. All notices, reports and other information permitted or required to be delivered hereunder shall be in writing and shall be hand delivered or sent by registered mail, return receipt requested, postage fully prepaid, cable or by facsimile addressed to:

Jack in the Box Inc.:	Jack in the Box Inc. 9330 Balboa Avenue San Diego, CA 92123 Attention: Franchise/Development Manager
Developer:	_____ _____ _____

Addresses may be modified from time to time by either party by written notice to the other party. Notices which are sent by mail shall be deemed delivered on the earlier of actual receipt or delivery to the address specified as evidenced by the return receipt. Notices sent by facsimile, cable or comparable electronic system shall be effective on the business day following the day they were sent.

24. MISCELLANEOUS.

A. This Agreement shall become valid when signed and accepted by JIB at San Diego, California. The laws of California shall apply to any claim or controversy regarding the making, entering into, performance, or interpretation of this Agreement, without giving effect to any conflict-of-law rules of such jurisdiction. If, however, any provision of this Agreement would not be enforceable under the laws of California, Developer is located outside of California, and such provision would be enforceable under the laws of the state in which Developer is located, then such provision shall be interpreted and construed under the laws of that state.

B. This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties relating to the subject matter hereof and supersede any and all prior negotiations, understandings, representations, and agreements regarding

that subject matter. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

C. Developer acknowledges that Developer is entering into this Agreement as a result of Developer's own independent investigation of the franchised business and not as a result of any representations made by any shareholders, officers, directors, employees, agents, representatives, independent contractors, or franchisees of JIB that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus, or other similar document required or permitted to be given to Developer pursuant to applicable law.

D. Venue and jurisdiction of any suit arising hereunder shall lie within the courts of the State of California located in San Diego, California or within the courts of the United States of America located within the Southern District of California.

E. This Agreement may only be modified by a written instrument signed by the parties.

DEVELOPER:	JACK IN THE BOX INC.
_____	By:_____ Its:_____
Date:_____	Date:_____

EXHIBIT A

Development Area
[to be provided]

Note: The Development Area may be a single parcel or may include a larger territory. If the Development Area constitutes a single site, there will be a one mile radius within which Developer will be granted protected development rights. **[Optional Language if the Development Area constitutes a larger territory: Developer will be granted protected rights within such territory; provided, however, that (i) such territorial protection will terminate in the event Developer fails to meet its obligations under this Agreement or any other agreement to develop restaurants within the Development Area; and (ii) Developer understands and acknowledges that certain locations within the Development Area are excluded from the Agreement as they may be more appropriately developed by JIB, or by a company that specializes in institutional foodservice operations or has exclusivity rights or master lease rights. These locations include airports, the campuses of universities or colleges, hospitals, public transportation facilities, amusement parks, government facilities, malls, stadiums or other sports facilities, and similarly situated sites. Notwithstanding any provision of the Agreement to the contrary, at any time, JIB may develop and operate, or franchise others to develop and operate, Jack in the Box® restaurants at such sites whether or not the sites are located within the Development Area. The development and operation of such sites by JIB and/or other developers shall not constitute a violation of the Agreement. If JIB permits Developer to develop such a site, that site will not count toward the development obligations under the Agreement.]**

EXHIBIT B

Conditions to Site Approval
[to be provided]

ADDENDUM TO DEVELOPMENT AGREEMENT
(Incentive Program)

This Addendum ("Addendum") is incorporated into that certain Development Agreement, dated _____ ("Agreement"), by and between Jack in the Box Inc., a Delaware corporation (hereinafter "JIB"), and _____ (collectively, "Developer"). Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms and provisions of this Addendum shall prevail.

CHOOSE ONE OF THE FOLLOWING INCENTIVE PLAN OPTIONS:

OPTION A: If the Developed restaurant is opened as a *Jack in the Box* restaurant on or before the Compliance Date, and otherwise in compliance with the terms and provisions hereof: (i) for a period of three (3) years from commencement of the Franchise Agreement, Developer will not be obligated to pay any "Royalty" to JIB (as defined in the Franchise Agreement); (ii) in the fourth (4th) year of the term of the Franchise Agreement, Developer will pay a reduced Royalty equal to 2% of "Gross Sales" (as defined in the Franchise Agreement); (iii) in the fifth (5th) year of the term of the Franchise Agreement, Developer will pay a reduced Royalty equal to 3% of Gross Sales; (iv) in the sixth year of the term of the Franchise Agreement, Developer will pay a reduced Royalty equal to 4% of Gross Sales; and (v) beginning with the first day of the seventh (7th) year of the term of the Franchise Agreement, and continuing throughout the remainder of the term thereof, Developer will pay Royalties equal to 5% of Gross Sales. No Royalty reduction or other incentive listed above will be applicable to any restaurant which is not opened on a timely basis, and otherwise in full compliance with the terms of this Agreement.

OPTION B: If the Developed restaurant is opened as a *Jack in the Box* restaurant on or before the Compliance Date, and otherwise in compliance with the terms and provisions hereof, upon execution of the Franchise Agreement, JIB will make an interest free loan to Developer in the amount of $250,000.00 pursuant to the terms of promissory note in the form of Exhibit C, attached hereto and incorporated herein by this reference ("Note"), which shall provide, among other things, that: (i) the principal amount due under the Note will be repaid through a credit equal to 100% of the Royalties that would otherwise have been due and payable based upon Gross Sales at the Developed Restaurant until such time as the Note is paid in full; and (ii) the entire remaining principal balance of the Note shall be due and payable upon the sale or closure of the Developed Restaurant.

OPTION C: This option will result in a build to suit arrangement whereby JIB will build the building and improvements and charge building rent to Developer based upon the development costs, amortized over the 20 year term of the Franchise Lease. Such building rent will be in addition to any land rent otherwise due under the Franchise Lease.

If this option is selected, the "Build to Suit" Addendum should be completed and attached to the Agreement.

DEVELOPER:	JACK IN THE BOX INC.
_____	By:_____ Its:_____
Date:_____	Date:_____

EXHIBIT C

$250,000.00

Date: _____
San Diego, California
JIB Site No. _____

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, _____ and _____, INC., a _____ corporation (collectively "Borrower"), hereby jointly and severally promise to pay without notice or demand, to JACK IN THE BOX INC., a Delaware corporation, or order ("Lender"), at 9330 Balboa Avenue, San Diego, California 92123-1516, or to Lender at such other place as Lender may from time to time designate in writing to Borrower, the principal sum of $250,000.00, without interest except as noted below. Borrower acknowledges that this Note is being executed and delivered for business purposes, in connection with the development of the restaurant business referenced above ("Restaurant").

The principal amount due under this Note will be repaid through a credit by Lender equal to 100% of the Royalties that would otherwise have been due and payable by Borrower in accordance with the Franchise Agreement between Borrower and Lender for the Restaurant ("Franchise Agreement"), based upon "Gross Sales" (as defined in the Franchise Agreement) at the Restaurant, until such time as this Note is paid in full.

Borrower reserves the right at any time to prepay all or a portion of the amount due under this Promissory Note (the "Note") without penalty.

In the event any payment hereunder is not paid when due, Lender's actual damages would be impracticable or extremely difficult to determine and the following is a reasonable estimate of Lender's actual damages under such circumstances. In the event of a default in payment hereunder:

(i) Borrower agrees to pay to Lender, without notice or demand, as liquidated damages, five percent (5%) of the total amount of each payment due hereunder, which is not paid by the date upon which it is due, and

(ii) In addition to any other remedies available to Lender at law or in equity, and to the maximum extent permitted by law, if this note shall not be paid in full on or before the Due Date, any amounts remaining outstanding shall thereafter accrue interest at a default rate of 12% until paid in full.

Each payment hereunder shall be applied in the following order (a) to liquidated damages due to the date such payment is received, (b) to accrued but unpaid interest as of the date such payment is received, and (c) the balance to be applied to principal.

All amounts to be paid hereon shall be made without deduction, set off or counterclaim.

It is expressly stipulated and agreed to be the intent of Borrower and Lender at all times to comply with applicable law governing the maximum rate or amount of interest payable on or in connection with this Note. If the applicable law is ever judicially interpreted so as to render usurious any amount called for under this Note or contracted for, charged, taken, reserved or received with respect to this Note, or if acceleration of

the maturity of this Note or if any prepayment by Borrower results in Borrower having paid any interest in excess of that permitted by law, then it is Borrower's and Lender's express intent that all excess amounts theretofore collected by Lender be credited on the principal balance of this Note (or, if this Note has been or would thereby be paid full, refunded to Borrower), and the provisions of this Note immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder. Any right to accelerate maturity of this Note does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Lender does not intend to collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid to Lender for the use, forbearance or detention of the indebtedness evidenced hereby shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the rate or amount of interest on account of such indebtedness does not exceed the applicable usury ceiling.

Notwithstanding any other provision contained herein, in the event of a sale, assignment or other transfer by the undersigned, with or without the consent of Lender, and whether voluntary, involuntary or by operation of law, of the Franchise Agreement or that certain Lease Agreement between the parties hereto and pertaining to the Restaurant ("Franchise Lease Agreement"), or if Borrower fails to pay any sum due under this Note, or fails to perform any of the terms, covenants or conditions of this Note, or otherwise defaults in the performance of its obligations hereunder, under the Franchise Agreement or Franchise Lease Agreement, or under any other document, instrument, note, or other agreement among the parties hereto, then, in addition to any other rights and remedies available to Lender, Lender may declare the entire unpaid principal balance of this Note, with all interest thereon, together with all other indebtedness owing from the undersigned to Lender represented or arising from any agreement or account between Lender and Borrower, to be immediately due and payable, without notice or demand.

The failure of Lender to exercise any option or any right to which Lender may be entitled shall not constitute a waiver of the right to exercise the option or any right in the event of any subsequent default.

If any action or proceeding arising out of this Note shall be commenced by either Lender or Borrower against the other, the prevailing party shall be entitled to recover from the losing party such amount as the court may adjudge to be reasonable costs and attorneys' fees for the services rendered to the party finally prevailing in such action or proceeding.

Notices from Lender to Borrower shall be deemed given if addressed to Borrower at _____ (or such other address as Borrower may designate in writing to Lender), and deposited in the United States Mails postage prepaid and certified. Lender or any holder hereof may rely on the foregoing address, as the same may be changed pursuant to the foregoing, as being the address of the undersigned last known to the holder thereof. The date that any notice is so deposited in the United States Mails shall be deemed to be the date that notice is given.

This Note is to be construed and enforced according to and governed by, the laws of the State of California.

This Note may not be changed or terminated orally, but only by an agreement in writing properly signed by the parties against whom such change or termination is sought.

BORROWER:

_____

_____, INC.,
a California corporation

By:_____
Its:_____

ADDENDUM TO DEVELOPMENT AGREEMENT

[To be used if JIB may assign its interest in the Master Lease to Developer and obtain a release of the obligations thereunder]

This Addendum ("Addendum") is incorporated into that certain Development Agreement, dated _____, ("Agreement"), by and between Jack in the Box Inc., a Delaware corporation (hereinafter "JIB"), and _____ (collectively, "Developer"). Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms and provisions of this Addendum shall prevail.

A. Developer agrees to use best efforts to develop JIB Site No. ____, located at _____ ("Site No. ____"). Developer acknowledges and agrees that any failure to use such best efforts may result in serious and substantial damages to JIB, which would be recoverable against Developer, notwithstanding any other provision of the Agreement or this Addendum. Developer agrees and acknowledges that the following provisions shall apply with respect to the development of Site No. ____:

1. As required pursuant to the Agreement, Developer must obtain Site Approval (including, without limitation, satisfaction of all conditions thereto), Expansion Approval and Lease Approval, if applicable, with respect to Site No. ____.

2. JIB, or its subsidiary (which, for the purposes of this Addendum shall also be referred to as JIB), has entered into that certain Real Estate Purchase Contract and Receipt for Deposit, dated _____ [or Lease, dated _____] ("____ Contract"), with the owner of Site No. ____ ("____ Owner"), pursuant to which JIB has agreed to purchase [lease] Site No. ____. Under separate cover, JIB will deliver to Developer all of the underlying due diligence materials in its possession associated with the Site No. ____, including, without limitation, (i) a soils report; (ii) an environmental site assessment; (iii) a current site plan; (iv) a set of construction plans; (v) the latest title information in JIB's possession; (vi) current development cost estimates; and (vii) a copy of the ____ Contract. JIB makes no warranties or representations regarding such materials, and Developer shall be responsible to perform its own due diligence with respect to Site No. ____. By execution hereof, Developer acknowledges receipt and approval of such materials, agrees that JIB shall be under no obligation to obtain or provide to Developer any additional reports or information regarding Site No. ____, and acknowledges that the agreement contained in this letter is subject and subordinate to the provisions of the ____ Contract. If, despite Developer's best efforts, the ____ Contract is terminated for any reason prior to commencement of the term thereof, JIB's obligations to Developer with respect to Site No. ____ will also terminate; provided, however, that: (a) JIB shall then have the right to either develop and operate Site No. ____ itself, develop Site No. ____ and sell the completed restaurant to another franchisee to operate, or present such site to another franchisee for development; and (b) in any event, Developer shall continue to be obligated to comply with the schedule set forth in Section 8.A. of the Agreement.

3. Among other items, the ____ Contract contains terms which Developer is obligated to perform, at Developer's sole cost and expense. Notwithstanding the fact that JIB has executed the ____ Contract, Developer hereby acknowledges and approves the specific terms and provisions of the ____ Contract. Concurrently with execution of this Agreement, JIB and Developer shall execute a separate Assignment in the form of Exhibit D, attached hereto and incorporated herein by this reference, pursuant to which JIB shall assign its rights and delegate its duties under the ____ Contract to Developer, and Developer shall assume the obligations of the buyer [tenant] thereunder, and agree to abide by all of the terms and provisions of the ____ Contract, including, without limitation, the following: _____. Upon such assignment, JIB will be released from any further duties or obligations under the ____ Contract.

Developer will use best efforts to satisfy and(or) waive all of the contingencies set forth in the ____ Contract and shall adhere to the timing and contingency timeframes set forth in the ____ Contract and in this letter agreement. Upon satisfaction of the contingencies set forth in the ____ Contract, Developer will waive the contingencies set forth in the ____ Contract, pull any and all required permits for the construction of all buildings and improvements to be located on Site No. ____, and proceed to close escrow for the acquisition of Site No. ____. Thereafter, Developer shall construct all buildings and improvements to be located on Site No. ____ in accordance with the permitted set of plans and specifications, at Developer's sole cost and expense. All permits shall be issued in the name of Developer. Developer shall construct such improvements in a good and workmanlike manner, in accordance with all applicable laws, rules, regulations, ordinances and codes, and shall comply, at Developer's sole cost and expense, in all respects with the requirements and obligations of the buyer under the ____ Contract, and Developer shall contract directly with vendors approved by JIB for the acquisition and installation of the restaurant equipment required to operate Site No. ____, at Developer's sole cost and expense. Developer shall also be responsible for contracting directly with JIB's approved sign supplier for all building and other signage, as well as with Coca Cola for the purchase and installation of beverage station equipment, all at Developer's sole cost and expense. Developer shall engage a contractor approved by JIB, and shall also enter into a separate agreement with an architect to provide any necessary services throughout the construction process. In the event JIB has previously entered into an agreement with an architect for the site, to the extent permissible under such agreement, JIB shall assign its rights and delegate its duties thereunder to Developer.

4. In any event, whether or not Developer acquires Site No. ____ and develops a Jack in the Box restaurant thereon, Developer shall reimburse JIB for any and all costs and expenses, including, without limitation, any and all taxes or assessments relating thereto and any internal overhead or other charges, incurred by JIB in connection with the acquisition, investigation and development of Site No. ____, and Developer shall also be responsible for all subsequent costs and expenses in connection with the acquisition, investigation and development of Site No. ____, including, without limitation, (i) any deposits, reimbursements, or other payments due the ____ Owner pursuant to the ____ Contract; and (ii) any fees payable to third party consultants for services rendered in connection with the acquisition, investigation and development of Site No. ____, whether engaged by JIB or by Developer. JIB shall provide Developer with one or more invoices

for any and all unreimbursed costs and expenses incurred by JIB in connection with the acquisition, investigation and development of Site No. ____, and Developer shall reimburse JIB for such costs within thirty (30) days of its receipt of such invoice(s). Developer shall be responsible for all such reimbursements, costs and expenses, even if Developer ultimately does not develop Site No. ____.

5. Developer shall comply in all respects with all Site Approval and development requirements established from time to time by JIB, including, without limitation, those set forth in the Agreement.

6. Developer will construct all necessary improvements and commence business operations at Site No. ____ as soon as possible following waiver of the contingencies under the ____ Contract, but in any event in compliance with the schedule set forth in section 7.A. of the Agreement. Immediately upon completion of construction of the improvements by Developer, or earlier as may be required by either party, JIB and Developer shall execute a then current form of Franchise Agreement for Site No. ____, which will be effective upon commencement of business at Site No. ____ and shall have a term of twenty (20) years. Upon execution of such Franchise Agreement, Developer will pay the franchise fee of $50,000.00, as outlined in the Franchise Agreement, and shall otherwise comply in all respects with the obligations set forth therein. The franchise, royalty and marketing fees will be charged as set forth in the Franchise Agreement.

B. Developer agrees and acknowledges that any construction plans provided by JIB for Site No. ____ have been prepared by architects hired by JIB, and are being provided for use by Developer in obtaining the permits and constructing the improvements at such sites strictly on an "AS IS" basis. JIB makes no warranties or representations of any kind whatsoever with respect to any such plans, or the appropriateness thereof or of any materials referenced therein, and by execution hereof, Developer: (i) releases JIB from any and all "Claims" (as defined below) with respect to the plans and (or) the accuracy or completeness thereof, or the appropriateness thereof or of any materials referenced therein; and (ii) shall indemnify, defend and hold JIB and its employees, officers, directors, agents, successors, representatives and assigns harmless from and against any and all claims, demands, actions, damages, losses, liabilities, costs and expenses of any kind, including, without limitation, attorney fees and costs (collectively, "Claims"), incurred directly or indirectly in connection with or as a result of the use of the plans or the materials referenced therein by Developer and(or) any change or modification of the plans by Developer, or the construction of the improvements by Developer at Site No. ____.

Developer: _____

Jack in the Box Inc.

By: _____

Title: _____

EXHIBIT D

ASSIGNMENT

THIS ASSIGNMENT is made effective as of _____, by and between JACK IN THE BOX INC., a Delaware corporation [or JACK IN THE BOX EASTERN DIVISION L.P., a Texas limited partnership], whose business and post office address is 9330 Balboa Avenue, San Diego, California 92123 ("Assignor"), and _____, whose business and post office address is _____("Assignee"), who agrees as follows:

WITNESSETH

That the Assignor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to the Assignor paid by the Assignee, receipt whereof is hereby acknowledged, and of the covenants and agreements of the Assignee hereinafter contained and on the part of the Assignee to be faithfully kept and performed, does hereby sell, assign, transfer, set over and deliver unto the Assignee all of the right, title and interest of the Assignor in and to that certain [Real Estate Purchase Contract and Receipt for Deposit, dated _____, by and between _____, as seller ("Seller"), and Assignor, as buyer ("Purchase Agreement") OR Lease, dated _____, by and between _____, as landlord ("Landlord"), and Assignor, as tenant ("Lease")]. Pursuant to the [Purchase Agreement/Lease], Assignor has agreed to [buy/lease] that certain real property located at _____, as more particularly described in therein ("Property").

The foregoing assignment shall be subject to the observance and performance by the Assignee of all of the covenants and conditions contained in the Purchase [Agreement/Lease], which according to the terms and provisions thereof, are or ought to be observed and performed by the [buyer/tenant] therein named.

The Assignee hereby assumes the obligations of the [buyer/tenant] under the [Purchase Agreement/Lease] and shall, as of and from the date hereof, faithfully observe and perform all of the covenants and conditions contained the [Purchase Agreement/Lease] which are or ought to be observed and performed by the [buyer/tenant] therein named, and will at all times hereafter indemnify, defend and save the Assignor harmless from and against any and all claims, demands, actions, losses, liabilities, costs and expenses of any kind whatsoever, including without limitation, attorneys' fees and costs, arising out of or resulting directly or indirectly from the breach or nonobservance of the covenants and conditions contained in the [Purchase Agreement/Lease]. Assignee shall not amend, modify or extend any of the provisions or conditions of the [Purchase Agreement/Lease] without the prior consent of Assignor.

The rights and obligations of the parties hereto shall be binding upon and inure to the benefit of their respective heirs, personal representatives, successors and permitted assigns.

This document may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed these presents effective as of the day and year set forth above.

Assignor:

JACK IN THE BOX INC., a Delaware corporation

By:_____
Its:_____

[or

JACK IN THE BOX EASTERN DIVISION L.P.,
a Texas limited partnership

By: JBX General Partner LLC, a Delaware limited
liability company, general partner

By:_____
Name:_____
Title: Authorized Person]

Assignee:

_____

By execution below, _____ ("[Seller/Landlord]"), consents to the assignment and assumption set forth above, and agrees that, effective as of the date hereof, Assignor is hereby fully and forever released, acquitted and discharged from any and all duties, liabilities or obligations under the [Purchase Contract/Lease].

[Seller/Landlord]

_____

ADDENDUM TO DEVELOPMENT AGREEMENT

[To be used if JIB will perform Due Diligence and turn the site over to Developer to complete construction]

This Addendum ("Addendum") is incorporated into that certain Development Agreement, dated _____ ("Agreement"), by and between Jack in the Box Inc., a Delaware corporation (hereinafter "JIB"), and _____(collectively, "Developer"). Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms and provisions of this Addendum shall prevail.

A. Developer agrees to use best efforts to develop JIB Site No. ____, located at _____ ("Site No. ____"), including, without limitation, obtaining Site Approval, Expansion Approval and Lease Approval, if applicable. Developer acknowledges and agrees that any failure to use such best efforts may result in serious and substantial damages to JIB, which would be recoverable against Developer, notwithstanding any other provision of the Agreement or this Addendum. Developer agrees and acknowledges that the following provisions shall apply with respect to the development of Site No. ____:

1. JIB, or its subsidiary (which, for the purposes of this Addendum shall also be referred to as JIB), has entered into a Lease, dated _____, as amended ("____ Underlying Lease"), with the owner of Site No. ____ ("____ Master Lessor"). Under separate cover, JIB will deliver to Developer all of the underlying due diligence materials in its possession associated with the Site No. ____, including, without limitation, (i) a soils report; (ii) an environmental site assessment; (iii) a current site plan; (iv) a set of construction plans; (v) the latest title information in JIB's possession; and (vi) a copy of the ____ Underlying Lease, with amendments. JIB makes no warranties or representations regarding such materials. By execution hereof, Developer acknowledges receipt and approval of such materials, agrees that, except as expressly provided herein, JIB shall be under no obligation to obtain or provide to Developer any additional reports or information regarding the Site, and acknowledges that the agreement contained in this letter is subject and subordinate to the provisions of the ____ Underlying Lease. If the ____ Underlying Lease is terminated for any reason prior to commencement of the term thereof, JIB's obligations to Developer with respect to Site No. ____ will also terminate; provided, however, that: (a) JIB shall then have the right to either develop and operate Site No. ____ itself, develop Site No. ____ and sell the completed restaurant to another franchisee to operate, or present such site to another franchisee for development; and (b) in any event, Developer shall continue to be obligated to comply with the schedule set forth in Section 7.A. of the Agreement.

2. Among other items, the ____ Underlying Lease will contain a number of contingencies for the benefit of JIB. JIB is in the process of satisfying such contingencies in the ____ Underlying Lease. JIB shall continue to diligently pursue satisfaction and(or) waiver of all such contingencies; provided, however, that JIB shall have the right at any time, in its sole and absolute discretion, to terminate the ____ Underlying Lease if JIB determines that any contingency will not be satisfied in a timely manner and that such action is necessary to protect its rights or otherwise prevent JIB from being bound under

the ____ Underlying Lease. Once JIB is in position to waive any or all such contingencies, JIB may (but will not be obligated to) notify Developer and seek approval from Developer for such contemplated contingency waiver, in which case Developer shall have five (5) days to approve or disapprove JIB's proposed waiver of the subject contingencies. If Developer does not notify JIB in writing within such five (5) day period of Developer's approval or disapproval of the contemplated contingency waiver, Developer shall be deemed to have approved the waiver of the contingencies identified in JIB's notice. In any event, upon waiver of all contingencies, Developer shall assume responsibility for obtaining all permits and paying any and all fees and costs associated therewith. All permits shall be issued in the name of Developer, and Developer shall be responsible for pulling any and all required permits and for the construction of all buildings and improvements to be located on Site No. ____ in accordance with the permitted set of plans and specifications, at Developer's sole cost and expense. Developer shall construct such improvements in a good and workmanlike manner, in accordance with all applicable laws, rules, regulations, ordinances and codes, and shall comply, at Developer's sole cost and expense, in all respects with the requirements and obligations of the tenant under the ____ Underlying Lease and Developer shall contract directly with vendors approved by JIB for the acquisition and installation of the restaurant equipment required to operate Site No. ____, at Developer's sole cost and expense. Developer shall also be responsible for contracting directly with JIB's approved sign supplier for all building and other signage, as well as with Coca Cola for the purchase and installation of beverage station equipment, all at Developer's sole cost and expense. Developer shall engage a contractor approved by JIB, and shall also enter into a separate agreement with an architect to provide any necessary services throughout the construction process. In the event JIB has previously entered into an agreement with an architect for the site, to the extent permissible under such agreement, JIB shall assign its rights and delegate its duties thereunder to Developer.

3. Developer shall be granted access for the purpose of performing the construction and other development activities described in this Addendum ("Development Activities"), at Developer's sole cost and expense. Developer assumes all risk associated with the performance of the Development Activities, and shall indemnify, defend and hold JIB and its agents, representatives, assigns, employees, officers and directors, harmless from and against any and all claims, demands, actions, judgments, losses, liabilities, costs or expenses of any kind, including without limitation, attorney's fees and costs, incurred or arising directly or indirectly out of or in connection with the performance of the Development Activities or the entry onto Site No. ____. In no event shall JIB or JIB's insurance carrier be liable for any loss, cost, damage or expense arising out of death of or injury to persons, or loss of or damage to property caused by or resulting from any acts or omissions of Developer or its servants, employees and/or agents. Prior to entering onto Site No. ____, Developer shall obtain all insurance coverage required under JIB's standard Franchise Lease and shall provide JIB with certificates of insurance such indicating such coverages.

4. In any event, whether or not Developer acquires Site No. ____ and develops a Jack in the Box restaurant thereon, Developer shall reimburse JIB for any and all costs and expenses, including, without limitation, any and all taxes or assessments related thereto and any internal overhead or other charges, incurred by JIB in connection with the acquisition, investigation and development of Site No. ____, and Developer shall also be responsible for all subsequent costs and expenses in connection with the acquisition, investigation and development of Site No. ____, including, without limitation, any

deposits, reimbursements, or other payments due the ____ Master Lessor pursuant to the ____ Underlying Lease. In addition to any and all out of pocket costs and other expenses, and any internal overhead or other charges, incurred by JIB in connection with the acquisition, investigation and development of Site No. ____, Developer agrees that it shall also pay JIB the additional sum of $25,000.00 to compensate JIB for services rendered in connection with the development of Site No. ____ ("Due Diligence Fee"). JIB shall provide Developer with one or more invoices for any and all unreimbursed costs and expenses incurred by JIB in connection with the acquisition, investigation and development of Site No. ____, and Developer shall reimburse JIB for such costs within thirty (30) days of its receipt of such invoice(s); provided, however, that the Due Diligence Fee shall be due and payable by Developer to JIB concurrently with execution and delivery of this Agreement. Developer shall be responsible for all such reimbursements, costs and expenses, even if Developer ultimately does not develop Site No. ____.

5. As required pursuant to the Agreement, Developer must obtain Site Approval (including, without limitation, satisfaction of all conditions thereto), Expansion Approval and Lease Approval, if applicable, with respect to Site No. ____. Developer shall comply in all respects with all Site Approval and development requirements established from time to time by JIB, including, without limitation, those set forth in the Agreement.

6. Developer will construct all necessary improvements and commence business operations at Site No. ____ as soon as possible following waiver of the contingencies under the ____ Underlying Lease, but in any event on or before the Compliance Date. Immediately upon completion of construction of the ____ Improvements by Developer, or earlier as may be required by either party, JIB and Developer shall execute a then current form of Franchise Agreement and Franchise Lease for Site No. ____, which will be effective upon the "Term Commencement Date" of the ____ Underlying Lease (as defined therein), whether or not Developer has opened for business at Site No. ____, and shall have a term of twenty (20) years. In accordance with the provisions of the ____ Underlying Lease, the Term Commencement Date shall be _____ [For example: the earlier of (i) one hundred eighty one (181) days after the last of the contingencies to which the ____ Underlying Lease is subject have been satisfied or waived by JIB, or (ii) the date upon which the restaurant opens for business]. Developer agrees that the minimum rent payable under the Franchise Lease shall be equal to (a) 105% of the minimum rent payable by JIB to the ____ Master Lessor pursuant to the ____ Underlying Lease, plus (b) any percentage rent payable under the ____ Underlying Lease (estimated), which Developer acknowledges shall be equal to _____ (as such terms are defined in the ____ Underlying Lease). Upon execution of such franchise documents, Developer will pay the franchise fee of $50,000.00, as outlined in the Franchise Agreement, and shall otherwise comply in all respects with the obligations set forth therein. The franchise, royalty and marketing fees will be charged as set forth in the Franchise Agreement.

B. Developer agrees and acknowledges that any construction plans provided by JIB for Site No. ____ have been prepared by architects hired by JIB, and are being provided for use by Developer in obtaining the permits and constructing the improvements at such sites strictly on an "AS IS" basis. JIB makes no warranties or representations of any kind whatsoever with respect to any such plans, the appropriateness thereof or of any materials referenced therein, and by execution hereof, Developer: (i) releases JIB from any and all "Claims" (as defined below) with respect to the plans and (or) the accuracy or completeness thereof, or the appropriateness thereof or of any materials referenced therein; and (ii) shall indemnify, defend and hold JIB and its employees, officers, directors,

agents, successors, representatives and assigns harmless from and against any and all claims, demands, actions, damages, losses, liabilities, costs and expenses of any kind, including, without limitation, attorney fees and costs (collectively, "Claims"), incurred directly or indirectly in connection with or as a result of the use of the plans or the materials referenced therein and(or) any change or modification of the plans, or the construction of the improvements at Site No. ____ by Developer.

Developer:

_____

Jack in the Box Inc.

By: _____

Title: _____

ADDENDUM TO DEVELOPMENT AGREEMENT

[Build to Suit Option]

This Addendum ("Addendum") is incorporated into that certain Development Agreement, dated _____ ("Agreement"), by and between Jack in the Box Inc., a Delaware corporation (hereinafter "JIB"), and _____ (collectively, "Developer"). Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms and provisions of this Addendum shall prevail.

A. Developer and JIB agree and acknowledge that JIB Site No. ____, located at _____ ("Site No. ____"), shall be developed by JIB on behalf of Developer so as to satisfy, in part, Developer's obligations under the Agreement. JIB and Developer agree and acknowledge that the following provisions shall apply with respect to the development of Site No. ____:

1. As required pursuant to the Agreement, Developer must obtain Site Approval (including, without limitation, satisfaction of all conditions thereto), Expansion Approval and Lease Approval, if applicable, with respect to Site No. ____.

2. JIB, or its subsidiary (which, for the purposes of this Addendum shall also be referred to as JIB), has entered into a lease ("____ Underlying Lease"), for the acquisition of Site No. ____, and is in the process of obtaining permits and approvals necessary to acquire the site and develop a Jack in the Box restaurant thereon, including, without limitation, satisfying all contingencies set forth in the ____ Underlying Lease. Under separate cover, JIB will deliver to Developer all of the underlying due diligence materials in JIB's possession associated with the Site No. ____, including, without limitation, (i) a soils report; (ii) an environmental site assessment; (iii) a current site plan; (iv) a set of construction plans; (v) the latest title information in JIB's possession; and (vi) a copy of the ____ Underlying Lease. JIB makes no warranties or representations regarding such materials. By execution hereof, Developer acknowledges receipt and approval of such materials, agrees that JIB shall be under no obligation to obtain or provide to Developer any additional reports or information regarding Site No. ____, and acknowledges that the agreement contained herein is subject and subordinate to the provisions of the ____ Underlying Lease. If the ____ Underlying Lease is terminated for any reason prior to commencement of the term thereof, JIB's obligations to Developer with respect to Site No. ____ will also terminate; provided, however, that: (a) JIB shall then have the right to either develop and operate Site No. ____ itself, develop Site No. ____ and sell the completed restaurant to another franchisee to operate, or present such site to another franchisee for development; and (b) in any event, Developer shall continue to be obligated to comply with the schedule set forth in Section 7.A. of the Agreement, and if the ____ Underlying Lease is terminated for any reason prior to commencement of the term thereof, Developer shall reimburse JIB for any and all "Development Costs" (as defined below) incurred by JIB prior to such termination, including, without limitation, the $25,000 payable to JIB to compensate JIB for services rendered in connection with the development of Site No. ____.

3. Among other items, the ____ Underlying Lease contains a number of contingencies for the benefit of JIB. JIB is in the process of satisfying such contingencies. JIB shall continue to diligently pursue satisfaction and(or) waiver of all such contingencies; provided, however, that JIB shall have the right at any time, in its sole and absolute discretion, to terminate the ____ Underlying Lease if JIB determines that any contingency will not be satisfied in a timely manner and that such action is necessary to protect its rights or otherwise prevent JIB from being bound under the ____ Underlying Lease. Once JIB is in position to waive such contingencies and begin construction of the proposed Jack in the Box restaurant at Site No. ____, JIB shall obtain all permits, including paying any and all fees and costs associated therewith, and shall JIB shall be responsible for construction of a new Jack in the Box restaurant according to the approved and permitted plans and specifications ("____ Improvements"), using such contractors and material suppliers as JIB shall select, in its sole discretion. JIB shall construct such improvements in a good and workmanlike manner, in accordance with all applicable laws, rules, regulations, ordinances and codes.

4. Upon completion of construction of the ____ Improvements, JIB shall turn the newly constructed restaurant over to Developer and Developer will commence business operations at Site No. ____ as soon as possible following such turnover, but in any event in compliance with the schedule set forth in section 8.A. of the Agreement. The parties agree that Developer shall have the right to enter Site No. ____ prior to the turnover for the purpose of: (i) cleaning, (ii) stocking shelving in anticipation of restaurant opening, and (iii) conducting employee training (collectively, "Pre-Opening Activities"), all in accordance with the following:

(a) Developer shall be granted access for the purpose of performing the Pre-Opening Activities, which shall consist only of Pre-Opening Activities described herein and(or) such other activities as may be approved in advance by JIB. Specifically, and without limitation, Developer shall not prepare or serve food prior to turnover. Developer shall coordinate the Pre-Opening Activities with JIB and its contractors, and Developer shall not interfere in any manner with the activities of JIB, and(or) its contractors. JIB shall notify Developer, in writing, with the date that Developer will be granted access to Site No. ____ for the purpose of conducting the Pre-Opening Activities.

(b) The Pre-Opening Activities shall be performed by Developer at its sole cost and expense. Developer assumes all risk associated with the performance of the Pre-Opening Activities, and shall indemnify, defend and hold JIB and its agents, representatives, assigns, employees, officers and directors, harmless from and against any and all claims, demands, actions, judgments, losses, liabilities, costs or expenses of any kind, including without limitation, attorney's fees and costs, incurred or arising directly or indirectly out of or in connection with the performance of the Pre-Opening Activities or the entry onto Site No. ____. In no event shall JIB or JIB's insurance carrier be liable for any loss, cost, damage or expense arising out of death of or injury to persons, or loss of or damage to property caused by or resulting from any acts or omissions of Developer or its servants, employees and/or agents.

(c) Prior to entering onto Site No. ____, Developer shall obtain all insurance coverage required under JIB's standard Franchise Lease and shall provide JIB with certificates of insurance such indicating such coverages.

5. Immediately upon completion of construction of the ____ Improvements by JIB, or earlier as may be required by either party, JIB and Developer shall execute a then current form of Franchise Agreement and Franchise Lease for Site No. ____, which will be effective upon the "Term Commencement Date" of the ____ Underlying Lease (as defined therein), whether or not Developer has opened for business at Site No. ____, and shall have a term of twenty (20) years. In accordance with the provisions of the ____ Underlying Lease, the Term Commencement Date shall be _____ [For example: the earlier of: (i) one hundred ten (110) days after the last of the contingencies to which the ____ Underlying Lease is subject have been satisfied or waived by JIB, or (ii) the date upon which the restaurant opens for business, and shall have a term of twenty (20) years]. Upon execution of such franchise documents, Developer will pay the franchise fee of $50,000.00, as outlined in the Franchise Agreement, and shall otherwise comply in all respects with the obligations set forth therein.

6. The initial "Fixed Minimum Rent" (as defined in the Franchise Lease) for Site No. ____ under the Franchise Lease will be calculated as follows: (i) Developer shall pay annual land rent equal to $_____, which Developer acknowledges and agrees is equal to 105% of the initial minimum rent payable under the ____ Underlying Lease, plus any percentage rent payable under the ____ Underlying Lease (estimated), which Developer acknowledges shall be equal to _____ ("Land Rent"); and (ii) Developer shall pay annual building rent based upon the Development Costs incurred by JIB in constructing the ____ Improvements, prorated over the twenty (20) year term of the Franchise Lease ("Building Rent"). In addition to Fixed Minimum Rent, Developer will pay "Percentage Rent" (as defined in the Franchise Lease) in the amount of [9.5% (for sale/leaseback transactions OR 10.5% (for ground lease transactions)] of "Gross Sales" (as defined in the Franchise Lease), in accordance with the provisions of the Franchise Lease. For the purposes hereof, "Development Costs" shall mean any and all costs and expenses, including, without limitation, any and all taxes or assessments related thereto and any internal overhead or other charges, incurred by JIB in connection with the acquisition, investigation, development and construction of Site No. ____, including, without limitation, any deposits, reimbursements, or other payments due the ____ Master Lessor pursuant to the ____ Underlying Lease. In addition to any and all out of pocket costs and other expenses, and any internal overhead or other charges, incurred by JIB in connection with the acquisition, investigation, development and construction of Site No. ____, Developer agrees that the Development Costs shall also include the additional sum of $25,000.00 to compensate JIB for services rendered in connection with the development of Site No. ____. Developer acknowledges and agrees that the estimated Development Costs for Site No. ____ are $_____; provided, however, (a) such amount is an estimate only and is subject to modification based upon the actual Development Costs incurred by JIB in connection with Site No. ____; (b) as noted above, the Development Costs shall include the sum of $25,000 to compensate JIB for services rendered in connection with the development and construction of Site No. ____; and (c) JIB and Developer expressly agree and acknowledge that the Development Costs shall not include acquisition and installation of the restaurant equipment required to operate Site No. ____ and Developer shall contract directly with vendors approved by JIB for the acquisition and installation of such equipment, at Developer's sole cost and expense. Developer shall also be responsible for contracting directly with JIB's approved sign supplier for all building and other signage, as well with Coca Cola for the purchase and

installation of beverage station equipment, all at Developer's sole cost and expense. Land Rent and Building Rent under the Franchise Lease for Site No. ____ shall be payable in equal monthly installments and shall be adjusted in accordance with the provisions of the Franchise Lease to account for rent increases under the ____ Underlying Lease. Royalty and marketing fees will be charged as set forth in the Franchise Agreement.

B. Developer agrees and acknowledges that any construction plans provided by JIB for Site No. ____ have been prepared by architects hired by JIB and, along with any other materials provided by JIB hereunder, have been provided to Developer for information purposes only. Developer shall accept the ____ Improvements on an "AS IS" basis, without warranty or representation by JIB.

Developer:	Jack in the Box Inc.
_____	By: _____
	Title: _____
Date: _____	Date: _____

EXHIBIT L

AUTHORIZATION FOR PREARRANGED PAYMENTS

EXHIBIT L

AUTHORIZATION FOR PREARRANGED PAYMENTS

The undersigned depositor ("Franchisee") hereby authorizes Jack in the Box Inc. ("Company") to initiate debit entries and/or credit correction entries to the checking and/or savings account(s) indicated below for all amounts owed by Franchisee to Company.

Name of Account Holder	Federal ID Number
Bank	
Bank Transit/ABA Number	Account Number

This authorization will remain in full force and effect until Bank has received joint written notification from Company and Franchisee of the termination of such authorization in such time and in such manner as Bank requires.

If an erroneous debit entry is initiated by Company to Franchisee's account(s), Franchisee will have the right to have the amount of such entry credited by Company against future invoices. If an erroneous debit entry exceeds $25,000, Franchisee may request that Company correct the error by wiring funds into the account within 5 days after the error is verified; alternatively, Franchisee may request a reversal of the entry by Bank and Company agrees to send to Bank a written notice identifying such entry, stating that such entry was in error and requesting Bank to credit the amount thereof to such account(s). These rights are in addition to any rights Franchisee may have under applicable federal and state banking laws.

The undersigned represents and warrants that he/she is authorized to sign this document on behalf of Franchisee and that the undersigned and Franchisee are authorized to initiate debit entries to the account referenced above for all amounts owed by Franchisee to Company.

Franchisee agrees to provide such other and additional information as Bank may require to authorize debit entries, including but not limited to written authorization of any joint account holders if the account referenced above is a joint account.

Please provide a voided check, MICR encoded slip, or a MICR Specification sheet provided by the Bank to verify the Bank Transit/ABA Number and Account Number.

Entity_____

By_____

Print Name_____

Title_____

Date_____

EXHIBIT M

PROMISSORY NOTE
AND SECURITY AGREEMENT

$_____

Date: _____, 20___
San Diego, California
JIB Site No(s). _____

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, _____ and _____, INC., a _____ corporation (collectively "Borrower"), hereby jointly and severally promise to pay without notice or demand, to JACK IN THE BOX INC., a Delaware corporation, or order ("Lender"), at 9330 Balboa Avenue, San Diego, California 92123-1516, or to Lender at such other place as Lender may from time to time designate in writing to Borrower, the principal sum of $_____, with interest per annum at the rate of ___%. Interest shall accrue commencing _____ and continuing until this Note is paid in full. Borrower acknowledges that this Note is being executed and delivered for business purposes, in connection with the sale of the restaurant business referenced above.

Commencing on _____ and continuing on the first day of each month throughout the term hereof, Borrower shall make monthly payments of principle and interest, in arrears, based upon a ten (10) year amortization schedule, with all outstanding principal and accrued but unpaid interest being due and payable on _____ ("Due Date"). Interest shall be calculated on the basis of thirty (30) day months and three hundred sixty (360) day years.

Borrower reserves the right at any time to prepay all or a portion of the amount due under this Promissory Note (the "Note") without penalty.

In the event any payment hereunder is not paid when due, Lender's actual damages would be impracticable or extremely difficult to determine and the following is a reasonable estimate of Lender's actual damages under such circumstances. In the event of a default in payment hereunder:

(i) Borrower agrees to pay to Lender, without notice or demand, as liquidated damages, five percent (5%) of the total amount of each payment due hereunder, which is not paid by the date upon which it is due, and

(ii) In addition to any other remedies available to Lender at law or in equity, and to the maximum extent permitted by law, if this note shall not be paid in full on or before the Due Date, any amounts remaining outstanding shall thereafter accrue interest at a default rate of 12% until paid in full.

Each payment hereunder shall be applied in the following order (a) to liquidated damages due to the date such payment is received, (b) to accrued but unpaid interest as of the date such payment is received, and (c) the balance to be applied to principal.

All amounts to be paid hereon shall be made without deduction, set off or counterclaim.

It is expressly stipulated and agreed to be the intent of Borrower and Lender at all times to comply with applicable law governing the maximum rate or amount of interest payable on or in connection with this Note. If the applicable law is ever judicially interpreted so as to render usurious any amount called for under this Note or contracted for, charged, taken, reserved or received with respect to this Note, or if acceleration of the maturity of this Note or if any prepayment by Borrower results in Borrower having paid any interest in excess of that permitted by law, then it is Borrower's and Lender's express intent that all excess amounts theretofore collected by Lender be credited on the principal balance of this Note (or, if this Note has been or would thereby be paid in full, refunded to Borrower), and the provisions of this Note immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder. Any right to accelerate maturity of this Note does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Lender does not intend to collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid to Lender for the use, forbearance or detention of the indebtedness evidenced hereby shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the rate or amount of interest on account of such indebtedness does not exceed the applicable usury ceiling.

This Note is secured by a Security Agreement of even date herewith ("Security Agreement") from Borrower to Lender granting a security interest in certain personal property located at the JACK IN THE BOX restaurants listed on Schedule 1, attached hereto and incorporated herein by this reference ("Collateral").

Notwithstanding any other provision contained herein, in the event of a sale, assignment or other transfer by the undersigned, with or without the consent of Lender, and whether voluntary, involuntary or by operation of law, of that certain Franchise Agreement or that certain Lease Agreement between the parties hereto and pertaining to the JACK IN THE BOX restaurants referenced above relating to the Collateral (herein referred to respectively as the "Franchise Agreement" and the "Franchise Lease Agreement"), or if Borrower fails to pay any sum due under this Note, or fails to perform any of the terms, covenants or conditions of this Note, or otherwise defaults in the performance of its obligations hereunder, under the Security Agreement, Franchise Agreement or Franchise Lease Agreement, then, in addition to any other rights and remedies available to Lender, Lender may declare the entire unpaid principal balance of this Note, with all interest thereon, together with all other indebtedness owing from the undersigned to Lender represented or arising from any agreement or account between Lender and Borrower, to be immediately due and payable, without notice or demand.

The failure of Lender to exercise any option or any right to which Lender may be entitled shall not constitute a waiver of the right to exercise the option or any right in the event of any subsequent default.

If any action or proceeding arising out of this Note shall be commenced by either Lender or Borrower against the other, the prevailing party shall be entitled to recover from the losing party such amount as the court may adjudge to be reasonable costs and attorneys' fees for the services rendered to the party finally prevailing in such action or proceeding.

Notices from Lender to Borrower shall be deemed given if addressed to Borrower at _____ (or such other address as Borrower may designate in writing to Lender), and deposited in the United States Mails postage prepaid and certified. Lender or any holder hereof may rely on the foregoing address, as the same may be changed pursuant to the foregoing, as being the address of the undersigned last known to the holder thereof. The date that any notice is so deposited in the United States Mails shall be deemed to be the date that notice is given.

This Note is to be construed and enforced according to and governed by, the laws of the State of California.

This Note may not be changed or terminated orally, but only by an agreement in writing properly signed by the parties against whom such change or termination is sought.

BORROWER:

_____

_____, Inc.,
a California corporation

By:_____
Its:_____

SCHEDULE 1

JIB Site #

JIB No(s). _____

SECURITY AGREEMENT

This Security Agreement ("Agreement") is made and entered into as of _____, 2003, by and between _____, and _____, a California corporation (collectively "Debtor"), and JACK IN THE BOX INC., a Delaware corporation ("Secured Party"), who agree as follows:

1. Recitals. This Agreement is made and entered into with reference to the following facts and circumstances:

A. Debtor is jointly and severally indebted to Secured Party in the principal amount of $_____ as evidenced by a Promissory Note, dated concurrently herewith ("Note"). The indebtedness evidenced by the Note shall be referred to herein as "Indebtedness".

B. As a material inducement for Secured Party's accepting the Note, Debtor has agreed to secure Debtor's performance under the provisions and conditions of the Note by granting to Secured Party a security interest in the collateral described in this Agreement.

2. Grant of Security Interest. As security for Debtor's timely and complete payment of all amounts owing under the Note and Debtor's performance of all of the covenants, obligations and agreements contained in the Note, this Agreement and all other instruments and documents pertaining to, evidencing or securing the Note, as the Note, this Agreement and all other instruments and documents pertaining to, evidencing or securing the Note may be amended from time to time, Debtor hereby grants, transfers, and assigns to Secured Party a continuing security interest in the following items, property and rights (collectively, "Collateral"):

A. All of the personal property of Debtor now and hereafter situated at, used in connection with, relating to or deriving from those certain premises which are described on Exhibit A, attached hereto and incorporated herein by this reference ("Premises"), and the businesses conducted at such Premises, including, without limitation, all goods, accounts, documents, instruments, money, deposit accounts, chattel paper, inventory, equipment, supporting obligations, investment property, letter of credit rights, and general intangibles, as those terms are defined in the California Commercial Code from time to time in effect.

B. Debtor's entire right, title and interest in and to all replacements, rents, profits, substitutions and(or) additions to or of those items referred to in subparagraph 2.A. above and in Exhibit A hereto, and any proceeds arising from the sale and(or) other disposition of the same (including, without limitation, sums payable for loss under insurance covering the Collateral).

3. Warranties; Protection of Collateral. Debtor warrants that it is the owner of the Collateral free of all liens except the lien created hereby. Debtor agrees that it (a) will properly maintain, repair and preserve the Collateral and insure the same against casualty loss by a policy of insurance covering such risks and in such amount as the Secured Party may require, with loss payable to Secured Party and will furnish certificates acceptable to Secured Party; (b) will pay in timely fashion all taxes which may become a lien on the Collateral; (c) except with Secured Party's prior written consent, Debtor will make no sale, contract to sell, lease, encumbrance or other disposition of the Collateral nor change its physical location from the Premises above designated; (d) will use the Collateral lawfully and only within insurance coverage and not use the Collateral so as to cause or result in any waste, unreasonable deterioration or depreciation; (e) will permit Secured Party to enter on Debtor's property and to inspect the Collateral at any reasonable time; (f) will not, with the exception of sales of inventory in the ordinary course of business, remove the Collateral from the Premises without the consent of Secured Party except when reasonably necessary for repair or to replace obsolete or worn out items of Collateral; and (g) will execute any additional agreements, assignments or documents that may be deemed necessary or advisable by Secured Party to effectuate the purpose of this Agreement and the protection of the Collateral.

4. Delivery and Perfection. Concurrently with the execution of this Agreement, if requested by Secured Party, Debtor shall execute and deliver to Secured Party one or more UCC-1 Financing Statements describing the Collateral, to be filed with the office of the Secretary of State of the State of California (and in such other offices as Secured Party may deem appropriate). In addition, Debtor agrees to do all acts and things necessary to establish, maintain and continue perfected a first priority security interest in the Collateral in favor of Secured Party and to reimburse Secured Party for all expenses incurred, including legal fees and expenses, in seeking to collect the Indebtedness or in pursuing any of its rights hereunder.

5. Default. The following shall constitute a default by Debtor hereunder:

A. Any failure to comply with the provisions of this Agreement, or to perform any covenant contained herein.

B. Any default by Debtor under the Note or any failure to pay when due any portion of the Indebtedness, including, without limitation, any interest payable thereunder.

C. Any loss, theft, substantial damage or destruction of the Collateral or issuance of attachment, levy, garnishment or judicial process with respect to the Collateral.

D. Insolvency, bankruptcy, business failure, assignment for benefit of creditors or appointment of a receiver for Debtor or its property.

E. Secured Party deeming itself insecure, believing in good faith that the prospect of payment of the Indebtedness (or any portion thereof) or of performance of this Agreement, or any covenant contained herein, is impaired.

6. Rights and Remedies. In the event of a default hereunder, Secured Party shall have and shall otherwise be entitled to all rights and remedies provided for or allowed under law. In accordance with the foregoing, and without limitation, Secured Party shall be entitled to:

A. Take possession of and protect the Collateral, including the right to remove all persons from the Premises and take sole possession thereof.

B. If Secured Party is not then in possession of the Collateral, to require Debtor or any other person in possession of the Collateral to assemble it at Debtor's expenses and make it available to Secured Party at a reasonably convenient place, to be designated by Secured Party.

C. Retain the Collateral in satisfaction of Debtor's obligations, or dispose of the Collateral by public or private sale (at which sale the Secured Party may be a buyer), or commence operation of the Business for Debtor's account. Any sale or operation of the Business shall be deemed to be on Debtor's account unless Secured Party gives Debtor written notice of intent to retain the Collateral in satisfaction of Debtor's obligations. The proceeds of sale or operation for Debtor's account shall be applied in total or partial satisfaction of Debtor's obligations to Secured Party and for Secured Party's costs incurred in proceeding under this paragraph. All proceeds shall be applied first to cover Secured Party's costs, and second to satisfy Debtor's obligations to Secured Party. To the extent there is still any deficiency in the amount Secured Party is owed, Secured Party may collect the same from Debtor, and, to the extent that any excess proceeds exist (after the application of such proceeds as provided for herein and under the law), Secured Party shall pay the same to Debtor.

D. Declare any and all amounts outstanding under the Note to be immediately due and payable.

E. Reduce any claim against Debtor to judgment and enforce any such judgment against Debtor.

F. Take such steps as it may deem appropriate to foreclose upon or otherwise enforce the security interest(s) and lien of this Agreement to secure payment and performance of the Debtor's obligations under this Agreement and the Note.

G. Exercise any and all other rights and remedies available at law or equity or otherwise to Secured Party under this Agreement or the Note.

7. Nonwaiver. No delay or omission to exercise any right, power, or remedy accruing to Secured Party upon any breach or default of Debtor under this Agreement shall impair any such right, power, or remedy of Secured Party, nor shall it be construed to be a waiver of any such breach thereafter occurring, nor shall any waiver of any single breach or default theretofore occurring be deemed a waiver of any other breach or default. Any waiver, permit, consent, or approval of any kind under this Agreement, or any waiver on the part of the Secured Party of any provision or condition of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law, or otherwise afforded to Secured Party, shall be cumulative and not alternative.

8. Notices. Unless otherwise specifically provided in this Agreement, all notices, demands, or other communications given hereunder will be in writing and will be deemed to have been duly delivered upon personal delivery or as of the second business day after mailing if sent by United States registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Secured Party, to: JACK IN THE BOX INC.
9330 Balboa Ave.
San Diego, CA 92123
Attn: Real Estate Legal

If to Debtor, to: _____
_____
_____

or to such other address as any party may designate to the others for such purpose in the manner set forth above.

9. Miscellaneous.

A. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the manners dealt with in this Agreement. In addition each party has had the opportunity to consult with experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.

B. In the event of any dispute arising out of this Agreement, or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses incurred in any action, arbitration, mediation, or litigation, including without limitation court costs and reasonable attorneys' fees and disbursements.

C. Any provisions of this Agreement which may be prohibited by law or otherwise held invalid shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective the remaining provisions of this Agreement.

D. This Agreement is being executed and delivered and is intended to be performed in the State of California and shall be governed by and construed in accordance with the laws of the State of California. Sole and proper venue for any action shall be in San Diego, California.

E. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

DEBTOR:

By:_____

_____, Inc.,
a California corporation

By:_____
Its: _____

SECURED PARTY:

JACK IN THE BOX INC.,
a Delaware corporation

By:_____
Its: Assistant Secretary

EXHIBIT A

JIB Site #

_____

_____

EXHIBIT M-1

PROMISSORY NOTE – DEVELOPMENT INCENTIVE PROGRAM

$250,000.00

Date: _____
San Diego, California
JIB Site No. _____

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, _____ and _____, INC., a _____ corporation (collectively "Borrower"), hereby jointly and severally promise to pay without notice or demand, to JACK IN THE BOX INC., a Delaware corporation, or order ("Lender"), at 9330 Balboa Avenue, San Diego, California 92123-1516, or to Lender at such other place as Lender may from time to time designate in writing to Borrower, the principal sum of $250,000.00, without interest except as noted below. Borrower acknowledges that this Note is being executed and delivered for business purposes, in connection with the development of the restaurant business referenced above ("Restaurant").

The principal amount due under this Note will be repaid through a credit by Lender equal to 100% of the Royalties that would otherwise have been due and payable by Borrower in accordance with the Franchise Agreement between Borrower and Lender for the Restaurant ("Franchise Agreement"), based upon "Gross Sales" (as defined in the Franchise Agreement) at the Restaurant, until such time as this Note is paid in full.

Borrower reserves the right at any time to prepay all or a portion of the amount due under this Promissory Note (the "Note") without penalty.

In the event any payment hereunder is not paid when due, Lender's actual damages would be impracticable or extremely difficult to determine and the following is a reasonable estimate of Lender's actual damages under such circumstances. In the event of a default in payment hereunder:

(i) Borrower agrees to pay to Lender, without notice or demand, as liquidated damages, five percent (5%) of the total amount of each payment due hereunder, which is not paid by the date upon which it is due, and

(ii) In addition to any other remedies available to Lender at law or in equity, and to the maximum extent permitted by law, if this note shall not be paid in full on or before the Due Date, any amounts remaining outstanding shall thereafter accrue interest at a default rate of 12% until paid in full.

Each payment hereunder shall be applied in the following order (a) to liquidated damages due to the date such payment is received, (b) to accrued but unpaid interest as of the date such payment is received, and (c) the balance to be applied to principal.

All amounts to be paid hereon shall be made without deduction, set off or counterclaim.

It is expressly stipulated and agreed to be the intent of Borrower and Lender at all times to comply with applicable law governing the maximum rate or amount of interest payable on or in connection with this Note. If the applicable law is ever judicially interpreted so as to render usurious any amount called for under this Note or contracted for, charged, taken, reserved or received with respect to this Note, or if acceleration of

the maturity of this Note or if any prepayment by Borrower results in Borrower having paid any interest in excess of that permitted by law, then it is Borrower's and Lender's express intent that all excess amounts theretofore collected by Lender be credited on the principal balance of this Note (or, if this Note has been or would thereby be paid full, refunded to Borrower), and the provisions of this Note immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder. Any right to accelerate maturity of this Note does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Lender does not intend to collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid to Lender for the use, forbearance or detention of the indebtedness evidenced hereby shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the rate or amount of interest on account of such indebtedness does not exceed the applicable usury ceiling.

Notwithstanding any other provision contained herein, in the event of a sale, assignment or other transfer by the undersigned, with or without the consent of Lender, and whether voluntary, involuntary or by operation of law, of the Franchise Agreement or that certain Lease Agreement between the parties hereto and pertaining to the Restaurant ("Franchise Lease Agreement"), or if Borrower fails to pay any sum due under this Note, or fails to perform any of the terms, covenants or conditions of this Note, or otherwise defaults in the performance of its obligations hereunder, under the Franchise Agreement or Franchise Lease Agreement, or under any other document, instrument, note, or other agreement among the parties hereto, then, in addition to any other rights and remedies available to Lender, Lender may declare the entire unpaid principal balance of this Note, with all interest thereon, together with all other indebtedness owing from the undersigned to Lender represented or arising from any agreement or account between Lender and Borrower, to be immediately due and payable, without notice or demand.

The failure of Lender to exercise any option or any right to which Lender may be entitled shall not constitute a waiver of the right to exercise the option or any right in the event of any subsequent default.

If any action or proceeding arising out of this Note shall be commenced by either Lender or Borrower against the other, the prevailing party shall be entitled to recover from the losing party such amount as the court may adjudge to be reasonable costs and attorneys' fees for the services rendered to the party finally prevailing in such action or proceeding.

Notices from Lender to Borrower shall be deemed given if addressed to Borrower at _____ (or such other address as Borrower may designate in writing to Lender), and deposited in the United States Mails postage prepaid and certified. Lender or any holder hereof may rely on the foregoing address, as the same may be changed pursuant to the foregoing, as being the address of the undersigned last known to the holder thereof. The date that any notice is so deposited in the United States

Mails shall be deemed to be the date that notice is given.

This Note is to be construed and enforced according to and governed by, the laws of the State of California.

This Note may not be changed or terminated orally, but only by an agreement in writing properly signed by the parties against whom such change or termination is sought.

BORROWER:

_____

_____, INC.,
a California corporation

By:_____
Its:_____

EXHIBIT N

LEASE AGREEMENT

LEASE AGREEMENT

JACK IN THE BOX FRANCHISED RESTAURANT

THIS LEASE is made as of this day of , 20 , by and between JACK IN THE BOX INC., a Delaware corporation (or JACK IN THE BOX EASTERN DIVISION L.P., a Texas limited partnership), having an office for business at 9330 Balboa Avenue, San Diego, California 92123, hereinafter referred to as "Landlord" or "JIB"; and , hereinafter referred to as "Tenant."

W I T N E S S E T H :

WHEREAS JIB and Tenant have or prior to the commencement of the term of this Lease will have entered into a Franchise Agreement (the "Franchise Agreement") licensing Tenant to operate a JACK IN THE BOX® restaurant (the "Franchised Restaurant") using its JACK IN THE BOX Restaurant System (as that term is defined in the Franchise Agreement) on the premises to be leased hereby.

NOW THEREFORE in consideration of the covenants contained herein and the mutual execution hereof by the parties it is agreed as follows:

1. DEMISED PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property situated in the City of , County of , State of , more particularly described in Exhibit "A" attached hereto and made a part hereof, together with all appurtenances, easements and rights of way there unto pertaining and the building and improvements thereon, subject to any easements, covenants, conditions, restrictions, encumbrances, party wall agreements, roads and highways and zoning and building code restrictions existing as of the date of commencement of the term of this Lease. The property hereby leased to Tenant is hereinafter referred to as the "Premises."

2. TERM AND COMMENCEMENT DATE

The term of this Lease shall commence, if at all, on the date (the "Commencement Date") which is the earlier of (a) the date upon which Tenant takes possession of the Premises or (b) , . Unless sooner terminated pursuant to the provisions of this Lease, this Lease shall terminate on . Tenant's obligation to pay Rent pursuant to Section 3, below, shall commence on the Commencement Date, regardless of whether Tenant has actually taken possession of the Premises or whether the Premises are ready for occupancy by Tenant as of such date.

3. RENT

Tenant covenants and agrees to pay to Landlord rent consisting of Fixed Minimum Rent, Percentage Rent and Additional Rent (hereinafter collectively "Rent") as set forth more particularly below:

A. Fixed Minimum Rent

Tenant covenants and agrees to pay to Landlord a fixed minimum rent of $_____ per month ("Fixed Minimum Rent") in advance on or before the first day of each calendar month during the term of this Lease. Fixed Minimum Rent for any partial month during the term of this Lease shall be appropriately prorated. If the Commencement Date shall fall on a day other than the first day of a calendar month, then Tenant shall pay to Landlord, on or before the Commencement Date, a prorated portion of the Fixed Minimum Rent. Fixed Minimum Rent shall be payable for each month during the term of this Lease, regardless of the amount of Percentage Rent or Gross Sales (as those terms are hereinafter defined) for such month or for any other period.

[ALTERNATIVE PARAGRAPH A., to be used with owned sites that may be the subject of a Sale/Leaseback

Tenant covenants and agrees to pay to Landlord a fixed minimum rent of $_____ per month ("Fixed Minimum Rent") in advance on or before the first day of each calendar month during the term of this Lease; provided, however, that if JIB enters into a sale/leaseback transaction and as a result enters into a new "Master Lease" (as defined below), then as of the commencement of the term of such new Master Lease, Fixed Minimum Rent shall be adjusted to the greater of: (i) underlying rent payable by JIB under the Master Lease; or (ii) an amount equal to 90% of trailing twelve (12) month sales at the Premises, multiplied by 9.5%. Fixed Minimum Rent for any partial month during the term of this Lease shall be appropriately prorated. If the Commencement Date shall fall on a day other than the first day of a calendar month, then Tenant shall pay to Landlord, on or before the Commencement Date, a prorated portion of the Fixed Minimum Rent. Fixed Minimum Rent shall be payable for each month during the term of this Lease, regardless of the amount of Percentage Rent or Gross Sales (as those terms are hereinafter defined) for such month or for any other period.]

B. Percentage Rent

(1) Amount

In addition to the Fixed Minimum Rent, throughout the term of this Lease, Tenant covenants and agrees to pay to Landlord an amount ("Percentage Rent") equal to percent (%) of the Gross Sales at the Premises for each calendar month or portion thereof during such term, LESS the amount paid by Tenant as Fixed Minimum Rent during such month.

(2) Method of Calculation

(a) Within ten (10) days after the end of each calendar month during the term of this Lease, Tenant shall deliver to Landlord (i) a statement in writing, in a form approved by Landlord, of the Gross Sales for such calendar month, and (ii) payment of the Percentage Rent for such calendar month.

(b) In the event that this Lease shall terminate on a date which is other than the end of a calendar month, Tenant's statement of Gross Sales and payment of Percentage Rent for such partial month pursuant to Section 3B(2)(a), above, shall be delivered to Landlord within ten (10) days after such termination date.

(3) Audits

Landlord shall, at all reasonable times during the term of this Lease, have the right to audit, at its own expense, the financial records and books of account of Tenant. In the event that any such audit discloses that reported Gross Sales are less than actual Gross Sales, Tenant shall pay to Landlord, within ten (10) days of written demand therefore, the resulting difference in Percentage Rent, together with interest thereon at the Default Interest Rate, pursuant to Section 3E, below. In the event such audit discloses that reported Gross Sales are less than actual Gross Sales by an amount which exceeds one percent (1%), Tenant shall reimburse Landlord for all costs of the audit, including travel, lodging and wages, which are reasonably incurred by Landlord in connection with such audit.

(4) Gross Sales

The term "Gross Sales" as used in this Lease shall mean all revenues derived, directly or indirectly, from all business conducted upon, from or in connection with the Premises, whether such revenues be evidenced by check, cash, cash equivalent (gift certificates/stored value cards), credit, charge account, exchange or otherwise, and shall include, but not be limited to, the amounts received from the sale of goods, wares and merchandise, including sales of food, beverages, tangible property of every kind and nature, promotional or otherwise, and for services performed at the Premises, together with the amount of all orders taken or received or fulfilled at the Premises. Gross Sales shall not include sales of merchandise for which cash has been refunded, or allowances made on merchandise claimed to be defective or unsatisfactory, provided that such returned or exchanged merchandise shall have been previously included in Gross Sales. Gross Sales shall not include the amount of any sales tax imposed by any federal, state or other governmental authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or specifically absorbed therein, and actually paid by Tenant to such governmental authority. Each charge or sale upon installment or credit shall be treated as a sale for the full price in the month during which such charge or sale shall be made, irrespective of the time when Tenant shall receive payment (whether full or partial) therefore, and without

allowance for the collectability thereof. In addition, Landlord may, from time to time, permit or allow certain other items to be excluded from Gross Sales. In order to be effective, any such permission or allowance must be granted by Landlord in writing, and any such permission or allowance may be revoked or withdrawn at the discretion of Landlord at any time. The granting by Landlord of any such permission or allowance shall be applicable only to the items expressly specified in writing, and shall not constitute a waiver by Landlord of its right thereafter to require strict compliance with the terms hereof.

C. Additional Rent

All monetary obligations of Tenant under this Lease, including, without limitation payments for taxes and assessments, insurance, and repairs, will be considered Additional Rent for purposes of this Lease, and the word "Rent" as used in this Lease will include all such Additional Rent, unless the context specifically or clearly implies that only Fixed Minimum Rent is intended.

D. No Rent Abatement or Offset

Except as and to the extent expressly provided in this Lease, damage to or destruction of any portion or all of the buildings, structures and fixtures upon the Premises by fire, the elements or any other cause, whether with or without fault on the part of Tenant, shall not terminate this Lease or entitle Tenant to surrender the Premises or entitle Tenant to any abatement of or reduction in the Rent payable hereunder, or otherwise affect Tenant's obligations hereunder, any present or future law to the contrary notwithstanding. To the extent permitted by law, Tenant hereby waives the benefit of all rights, statutory or otherwise and whether now or hereafter in existence, to suspend the payment of Rent or offset against Rent any costs of maintenance or repair of the Premises, or any other moneys allegedly due from, or alleged obligations of, Landlord, it being the intent of Landlord and Tenant that the provisions of this Lease shall operate to the exclusion of any such rights.

E. Interest on Past Due Rent and Other Sums

Any and all Rent hereunder and other sums that may be and become due and owing from Tenant to Landlord hereunder shall bear interest from the respective due dates thereof at the highest rate of interest permitted by law in the state in which the Premises are located, and if there is no maximum rate permitted by law, then at a per annum rate which is the higher of (a) twenty percent (20%) or (b) the prime commercial interest rate announced from time to time by Bank of America, N.T.& S.A., plus two percent (2%). The interest rate specified in this Section 3E is referred to hereinafter as the "Default Interest Rate."

F. MANNER OF PAYMENT

Tenant agrees to make all payments of Rent under this Lease to Landlord at the following address:

JACK IN THE BOX INC.
9330 Balboa Avenue
San Diego, CA 92123-1516
Attention: Cash Management
Site No.

Landlord may change its address for purposes of Rent payment from time to time by notice to Tenant. Tenant shall clearly designate (by an inscription on the rent check, or otherwise), as to each Rent payment, the Site Number for which such payment is being made. Landlord's Internal Revenue Service identifying number is 95-2698708.

[ALTERNATIVE RENT PARAGRAPH #1 – TO BE USED IN NEW SITE DEVELOPMENT/TURN KEY SCENARIOS

3. RENT

Tenant covenants and agrees to pay to Landlord rent consisting of Fixed Minimum Rent and Additional Rent (hereinafter collectively "Rent") as set forth more particularly below:

A. Fixed Minimum Rent

Tenant covenants and agrees to pay to Landlord the initial fixed minimum rent of $_____ per month ("Fixed Minimum Rent") in advance on or before the first day of each calendar month during the term of this Lease. Fixed Minimum Rent shall be subject to adjustment in accordance with paragraph 17 below based upon rent increases under the "Master Lease" (as defined below), including the additional 5% increase referenced in such paragraph 17. Fixed Minimum Rent for any partial month during the term of this Lease shall be appropriately prorated. If the Commencement Date shall fall on a day other than the first day of a calendar month, then Tenant shall pay to Landlord, on or before the Commencement Date, a prorated portion of the Fixed Minimum Rent.

B. Additional Rent

All monetary obligations of Tenant under this Lease, including, without limitation payments for taxes and assessments, insurance, and repairs, will be considered Additional Rent for purposes of this Lease, and the word "Rent" as used in this Lease will include all such Additional Rent, unless the context specifically or clearly implies that only Fixed Minimum Rent is intended.

C. No Rent Abatement or Offset

Except as and to the extent expressly provided in this Lease, damage to or destruction of any portion or all of the buildings, structures and fixtures upon

the Premises by fire, the elements or any other cause, whether with or without fault on the part of Tenant, shall not terminate this Lease or entitle Tenant to surrender the Premises or entitle Tenant to any abatement of or reduction in the Rent payable hereunder, or otherwise affect Tenant's obligations hereunder, any present or future law to the contrary notwithstanding. To the extent permitted by law, Tenant hereby waives the benefit of all rights, statutory or otherwise and whether now or hereafter in existence, to suspend the payment of Rent or offset against Rent any costs of maintenance or repair of the Premises, or any other moneys allegedly due from, or alleged obligations of, Landlord, it being the intent of Landlord and Tenant that the provisions of this Lease shall operate to the exclusion of any such rights.

D. Interest on Past Due Rent and Other Sums

Any and all Rent hereunder and other sums that may be and become due and owing from Tenant to Landlord hereunder shall bear interest from the respective due dates thereof at the highest rate of interest permitted by law in the state in which the Premises are located, and if there is no maximum rate permitted by law, then at a per annum rate which is the higher of (a) twenty percent (20%) or (b) the prime commercial interest rate announced from time to time by Bank of America, N.T.& S.A., plus two percent (2%). The interest rate specified in this Section 3E is referred to hereinafter as the "Default Interest Rate."

E. MANNER OF PAYMENT

Tenant agrees to make all payments of Rent under this Lease to Landlord at the following address:

JACK IN THE BOX, INC.
9330 Balboa Avenue
San Diego, CA 92123-1516
Attention: Cash Management
Site No. _____

Landlord may change its address for purposes of Rent payment from time to time by notice to Tenant. Tenant shall clearly designate (by an inscription on the rent check, or otherwise), as to each Rent payment, the Site Number for which such payment is being made. Landlord's Internal Revenue Service identifying number is 95-2698708.]

[ALTERNATIVE RENT PARAGRAPH #2 – TO BE USED FOR BUILD TO SUIT ARRANGEMENTS

3. RENT

Tenant covenants and agrees to pay to Landlord "Fixed Minimum Rent" (as defined below) in accordance with the Rent Addendum attached hereto and incorporated herein by this reference.

A. Fixed Minimum Rent

Fixed Minimum Rent for any partial month during the term of this Lease shall be appropriately prorated. If the Commencement Date shall fall on a day other than the first day of a calendar month, then Tenant shall pay to Landlord, on or before the Commencement Date, a prorated portion of the Fixed Minimum Rent.

B. Percentage Rent

(1) Amount

In addition to the Fixed Minimum Rent, throughout the term of this Lease, Tenant covenants and agrees to pay to Landlord an amount ("Percentage Rent") equal to percent (%) of the Gross Sales at the Premises for each calendar month or portion thereof during such term, LESS the amount paid by Tenant as Fixed Minimum Rent during such month. [Note, Percentage Rent for these type of transactions will be 9.5% for sale/leaseback transactions OR 10.5% for ground lease transactions]

(2) Method of Calculation

(a) Within ten (10) days after the end of each calendar month during the term of this Lease, Tenant shall deliver to Landlord (i) a statement in writing, in a form approved by Landlord, of the Gross Sales for such calendar month, and (ii) payment of the Percentage Rent for such calendar month.

(b) In the event that this Lease shall terminate on a date which is other than the end of a calendar month, Tenant's statement of Gross Sales and payment of Percentage Rent for such partial month pursuant to Section 3B(2)(a), above, shall be delivered to Landlord within ten (10) days after such termination date.

(3) Audits

Landlord shall, at all reasonable times during the term of this Lease, have the right to audit, at its own expense, the financial records and books of account of Tenant. In the event that any such audit discloses that reported Gross Sales are less than actual Gross Sales, Tenant shall pay to Landlord, within ten (10) days of written demand therefore, the resulting difference in Percentage Rent, together with interest thereon at the Default Interest Rate, pursuant to Section 3E, below. In

the event such audit discloses that reported Gross Sales are less than actual Gross Sales by an amount which exceeds one percent (1%), Tenant shall reimburse Landlord for all costs of the audit, including travel, lodging and wages, which are reasonably incurred by Landlord in connection with such audit.

(4) Gross Sales

The term "Gross Sales" as used in this Lease shall mean all revenues derived, directly or indirectly, from all business conducted upon, from or in connection with the Premises, whether such revenues be evidenced by check, cash, cash equivalent (gift certificates/stored value cards), credit, charge account, exchange or otherwise, and shall include, but not be limited to, the amounts received from the sale of goods, wares and merchandise, including sales of food, beverages, tangible property of every kind and nature, promotional or otherwise, and for services performed at the Premises, together with the amount of all orders taken or received or fulfilled at the Premises. Gross Sales shall not include sales of merchandise for which cash has been refunded, or allowances made on merchandise claimed to be defective or unsatisfactory, provided that such returned or exchanged merchandise shall have been previously included in Gross Sales. Gross Sales shall not include the amount of any sales tax imposed by any federal, state or other governmental authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or specifically absorbed therein, and actually paid by Tenant to such governmental authority. Each charge or sale upon installment or credit shall be treated as a sale for the full price in the month during which such charge or sale shall be made, irrespective of the time when Tenant shall receive payment (whether full or partial) therefore, and without allowance for the collectability thereof. In addition, Landlord may, from time to time, permit or allow certain other items to be excluded from Gross Sales. In order to be effective, any such permission or allowance must be granted by Landlord in writing, and any such permission or allowance may be revoked or withdrawn at the discretion of Landlord at any time. The granting by Landlord of any such permission or allowance shall be applicable only to the items expressly specified in writing, and shall not constitute a waiver by Landlord of its right thereafter to require strict compliance with the terms hereof.

C. Additional Rent

All monetary obligations of Tenant under this Lease, including, without limitation payments for taxes and assessments, insurance, and repairs, will be considered Additional Rent for purposes of this Lease, and the word "Rent" as used in this Lease will include all such Additional Rent, unless the context specifically or clearly implies that only Fixed Minimum Rent is intended.

D. No Rent Abatement or Offset

Except as and to the extent expressly provided in this Lease, damage to or destruction of any portion or all of the buildings, structures and fixtures upon the Premises by fire, the elements or any other cause, whether with or without fault on the part of Tenant, shall not terminate this Lease or entitle Tenant to surrender the Premises or entitle Tenant to any abatement of or reduction in the Rent payable hereunder, or otherwise affect Tenant's obligations hereunder, any present or future law to the contrary notwithstanding. To the extent permitted by law, Tenant hereby waives the benefit of all rights, statutory or otherwise and whether now or hereafter in existence, to suspend the payment of Rent or offset against Rent any costs of maintenance or repair of the Premises, or any other moneys allegedly due from, or alleged obligations of, Landlord, it being the intent of Landlord and Tenant that the provisions of this Lease shall operate to the exclusion of any such rights.

E. Interest on Past Due Rent and Other Sums

Any and all Rent hereunder and other sums that may be and become due and owing from Tenant to Landlord hereunder shall bear interest from the respective due dates thereof at the highest rate of interest permitted by law in the state in which the Premises are located, and if there is no maximum rate permitted by law, then at a per annum rate which is the higher of (a) twenty percent (20%) or (b) the prime commercial interest rate announced from time to time by Bank of America, N.T.& S.A., plus two percent (2%). The interest rate specified in this Section 3E is referred to hereinafter as the "Default Interest Rate."

F. MANNER OF PAYMENT

Tenant agrees to make all payments of Rent under this Lease to Landlord at the following address:

JACK IN THE BOX INC.
9330 Balboa Avenue
San Diego, CA 92123-1516
Attention: Cash Management
Site No.

Landlord may change its address for purposes of Rent payment from time to time by notice to Tenant. Tenant shall clearly designate (by an inscription on the rent check, or otherwise), as to each Rent payment, the Site Number for which such payment is being made. Landlord's Internal Revenue Service identifying number is 95 2698708.]

4. USE OF PREMISES

Tenant shall use and occupy the Premises solely for the operation of a Franchised Restaurant in strict conformance to the standards set forth by Landlord which constitute its JACK IN THE BOX restaurant System. Tenant acknowledges that the Premises and improvements and certain fixtures and equipment thereon have been specially designed and are intended for use as a Franchised Restaurant. Tenant agrees to occupy the Premises continuously during the term of this Lease and agrees not to vacate the same. If Tenant vacates the Premises during the term of this Lease in breach hereof, Landlord shall have the right, in addition to the other rights and remedies available to Landlord upon a default by Tenant, to enter the Premises for the purpose of continuing the operation of the restaurant; remitting to Tenant only such amount that exceeds: (1) Tenant's monthly obligations for Fixed Minimum Rent and Percentage Rent, plus an additional two percent (2%) of monthly Gross Sales as overhead, and (2) all of the operating costs Landlord may incur, and (3) any other monetary obligations owing by Tenant to Landlord pursuant to any other agreement between Landlord and Tenant.

5. CONDITION AND ACCEPTANCE OF PREMISES

Tenant acknowledges that Tenant has inspected the Premises and all improvements, signs, fixtures, plumbing, wiring, utility facilities and hook ups, lighting, heating and cooling systems, equipment, furnishings, appurtenances and other personal property (collectively, "Business Facilities") presently on or at the Premises, and has found all of them and the Premises to be in a safe, satisfactory and completed condition. Tenant accepts the Premises and the Business Facilities upon the Commencement Date in their then "AS IS" condition without any warranty by Landlord at any time, express or implied, as to their condition or fitness for any use or purpose. Tenant acknowledges that Landlord has made, and will make as of the Commencement Date, no representations or warranties as to the condition of the Premises or any of the Business Facilities, or their fitness for any particular purpose or use, either express or implied, and all such representations and warranties are hereby expressly waived by Tenant. Tenant expressly agrees that Landlord shall not be liable to Tenant for any costs, fees, losses, or damages incurred by Tenant or any damages to the Premises or any of the Business Facilities due to any patent or latent defect in the Premises or any of the Business Facilities whether arising out of any original design or construction of the Premises or the Business Facilities or otherwise. This Lease creates a landlord/tenant relationship only between the parties and no other agency, partnership or other relationship between the parties shall be created hereby, and Tenant assumes the risk of and sole responsibility for and hereby agrees to indemnify and hold harmless Landlord from any and all claims, changes, demands, actions, losses, liabilities, costs or expenses of any kind whatsoever (including, without limitation, attorneys' fees and costs), for injuries, death, loss and damage of any kind or character to person or property, by whomsoever suffered or asserted, resulting from or arising out of the condition or use of the Premises and Building Facilities, including but not limited to, the defective design or construction thereof, whether due to any latent or patent defect, or the carelessness or negligence of Tenant, during the term of this Lease or any renewal or extension thereof, except, however, when Tenant

shall have given Landlord written notice of the existence of a condition for the repair of which Landlord may be responsible under the Lease (if applicable) and shall have taken all reasonable precautions to prevent the occurrence of any injuries, death, loss and damage attributable solely and directly to such defective condition. Tenant acknowledges that Tenant has had the opportunity to seek the advice of counsel as to this Lease in general and specifically as to the waivers contained in this Article 5.

6. TAXES

Beginning with the Commencement Date and throughout the term of this Lease, Tenant shall pay (and shall furnish to Landlord evidence satisfactory to Landlord of such payment), at least ten (10) days prior to delinquency, all taxes and assessments which may be levied upon or assessed against those lands comprising the Premises hereunder, and all taxes or assessments levied upon or assessed against the improvements situated thereon, together with all taxes levied upon or assessed against the personal property located in or on the Premises, whether installed and paid for by Landlord, by Tenant, or by any other person or entity, to the end that Landlord shall not be required to pay any taxes or assessments whatsoever which may, during the term of this Lease, be assessed against or in respect of, or become a lien upon, said lands, improvements or personal property. The foregoing obligation shall include (a) any taxes occasioned by any reassessment of the Premises including such reassessments which may occur as the result of a transfer by Landlord of all or any part of its interest in the Premises; and (b) any tax which is levied or assessed against Landlord or Tenant, whether the same be called a rent tax, occupancy tax, excise tax, sales tax or otherwise. In the event that Tenant does not furnish to Landlord, at least ten (10) days prior to delinquency, evidence satisfactory to Landlord of payment of any tax required to be paid by Tenant hereunder, Landlord shall have the right (but not the obligation) to pay the same. Tenant shall reimburse Landlord, immediately upon demand as Additional Rent hereunder, for any such taxes which Landlord thus elects to pay or is required to pay and such payment and/or reimbursement shall not be excluded from Gross Sales provided, however, that any taxes or assessments which may be levied or assessed for a period beginning before the Commencement Date or ending after the termination hereof shall be prorated between Landlord and Tenant as of such date or dates. Tenant shall not be obligated to pay any federal or state income tax which may be levied or become due by reason of the rents and profits received by Landlord as a result of this Lease.

7. UTILITIES

Tenant agrees to pay all charges for water, gas, electricity, sewer charges, trash removal, driveway fees (if applicable) and other utilities and services used on, at or in connection with the Premises, as such charges become due.

8. SUBLETTING AND ASSIGNMENT

Tenant shall have no right to assign or sublet the Premises or any portion thereof nor to pledge, mortgage, hypothecate or encumber in any manner without advance

written consent of Landlord, which consent shall be in the sole discretion of Landlord. In no event shall any assignment or subletting relieve Tenant of its obligations to Landlord under this Lease, regardless of Landlord's consent thereto. Any purported assignment or subletting, pledge, mortgage, hypothecation or encumbrance without the advance written consent of Landlord shall be void and of no force or effect.

9. INSURANCE AND INDEMNITY

A. Waiver of Claims; Indemnity

Tenant hereby agrees that it shall be solely responsible for all losses, damages and contractual and statutory liabilities to third persons arising out of or in connection with the possession, ownership or operation of the Premises, and for all claims or demands for damages to property, or for injury, illness or death of persons directly or indirectly resulting therefrom; and Tenant hereby waives all claims against Landlord and its affiliates and agrees to defend, indemnify and hold harmless Landlord and its affiliates from all such losses, damages, liabilities, claims and demands, as well as any and all costs, expenses and attorneys' fees directly or indirectly resulting therefrom, unless resulting from the gross negligence or willful misconduct of Landlord. If any such claims are asserted against Landlord or its affiliates, Landlord shall notify Tenant, and Tenant may assume the defense of such claims. If Tenant fails to assume the defense, then Landlord may defend in such manner as it deems appropriate. Tenant shall reimburse Landlord for all costs, including attorneys' fees, incurred by Landlord or its affiliates in effecting such defense, in addition to any sum which Landlord or its affiliates may incur by reason of any settlement, award, or judgment. Landlord's right to indemnification hereunder shall exist notwithstanding that joint or concurrent liability may be imposed on Landlord by law.

B. Insurance

During the term of this Agreement, Tenant shall obtain and maintain in full force and effect, at his own expense, such insurance coverage as may be required of Franchisees by Landlord. Such requirements may be specified in any Franchise Agreement between JIB and Tenant or otherwise provided to Tenant in writing by JIB. Prior to the Commencement Date and thereafter, as requested by JIB, throughout the term of this Agreement, Tenant shall furnish JIB with evidence satisfactory to JIB of such insurance coverages in effect in the form of Certificates of Insurance and any insurance policy endorsements required by JIB, and a copy of the Franchisee's insurance policy(ies), if requested by JIB. Renewal Certificates of Insurance shall be delivered to JIB no later than thirty (30) days prior to the expiration date of all policies. All deductible amounts on all insurance policies required hereunder shall be disclosed in writing to and shall be subject to approval by JIB and noted on the applicable Certificate of Insurance. The insurance requirements, including, but not limited to, coverages and policy limits, may be increased or modified from time to time by JIB at its sole discretion. Requirements as of the date hereof are:

(1) Commercial General Liability insurance, including Products Liability coverage, and Broad Form Contractual Liability coverage, written on a "per occurrence" policy form in an amount of not less than $5,000,000 combined single limit per occurrence and aggregate. Such coverage must not contain an exclusion for occurrences arising from food borne illness and must insure the contractual liability of Tenant under Section 9A of this Lease.

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

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

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

All insurance policies required hereunder of the Franchisee: (a) shall be primary and non-contributory; (b) shall be issued by an insurance company(ies) with a rating of not less than "A-VIII" in the current A.M. Best Insurance Rating Guide or approved by JIB; (c) shall name JIB as a loss payee on the property insurance described in subparagraph 9.B.(4) above, and all other policies shall name JIB and its affiliates, and any other parties as JIB may request, as "additional insureds" and shall contain an "Additional Insured-Designated Person or Organization" endorsement (or its equivalent), except workers' compensation insurance only, without any qualifying language; (d) shall provide that the insurance cannot be canceled, materially changed, or non-renewed, except upon thirty (30) days advance written notice to JIB; and (e) shall contain a waiver of subrogation rights of the insurer(s) against JIB, which waiver shall be effective regardless of whether any loss is caused by the act, omission or negligence of JIB, and shall contain a "Waiver of Transfer Rights of Recovery Against Others" endorsement (or its equivalent).

10. REPAIR AND REPLACEMENT OF BUILDINGS

If the building and the plate glass on the Premises shall be damaged by fire or any other occurrence, Tenant shall promptly notify Landlord and Landlord will, within a reasonable time from the date of the damage or destruction, repair or replace the building in accordance with Landlord's then current design standards in effect at the time of the repair or replacement (subject to any changes in applicable codes and to Landlord's ability

to obtain all necessary permits and approvals in connection with such repair and replacement) so that Tenant may continue in occupancy. All damage to plate glass shall be Tenant's sole responsibility. Landlord's obligation to rebuild or restore the building shall, however, be only to the extent of insurance proceeds recovered from the insurance required to be provided by Tenant and available to Landlord. In the event that such proceeds are not adequate for such repair or replacement, Tenant shall deliver to Landlord, in cash, the full amount of the deficiency, within thirty (30) days after delivery by Landlord to Tenant of a statement of the amount of such deficiency. In the event that Tenant fails to make payment of any such deficiency within such period, Landlord may, in its sole discretion, terminate this Lease by written notice to Tenant. Rent required to be paid pursuant to this Lease shall not abate during any period that Tenant is unable to occupy the building or the Premises. If the building cannot be replaced or repaired within a reasonable time due to the inability of Landlord to obtain necessary permits or to obtain materials and labor needed therefore, or because of strikes, acts of God or governmental or other applicable restrictions that would prohibit, limit or delay the construction, then the time for completion of the repair or replacement shall be extended accordingly. However, in any event, if the repair or replacement of the building has not been commenced within a period of one (1) year from date of the damage or destruction, Tenant or Landlord may, at their option, terminate this Lease by written notice to the other. In the event of any damage or destruction occurring during the last five (5) years of the term of this Lease to the extent of fifty percent (50%) or more of the insurable value of the building, Landlord may, by notice to Tenant within forty (40) days after the occurrence of the damage or destruction, in lieu of repairing or replacing said building, elect to terminate this Lease as of the date of the damage or destruction.

Tenant hereby expressly waives and releases any and all claims against Landlord for damages or other relief as a result of any failure of Landlord to rebuild or restore the building in accordance with the provisions of this Section 10. Tenant understands and agrees that Tenant's sole remedy for any such failure shall be to elect to terminate this Lease. In the event the building and other improvements are not repaired, restored or replaced, for any reason, all proceeds of the fire and extended coverage insurance applicable to the building and other permanent improvements and other property of Landlord shall be paid and given to Landlord. Tenant shall execute and deliver any release or other document that Landlord may request in order to obtain the release or control of said proceeds. All proceeds of the fire and extended coverage insurance which are specifically designated by the insurer as being for the equipment and personal property of Tenant shall be paid and given to Tenant.

11. MAINTENANCE, REPAIR AND SURRENDER

Except to the extent of Landlord's obligations (if applicable) under Section 10 (REPAIR AND REPLACEMENT OF BUILDINGS) and Section 15 (EMINENT DOMAIN), Tenant shall, at its expense, (a) keep the entire Premises, Building Facilities on or about the Premises and all utility lines and facilities on or connected to the Premises at all times in good repair, order and condition; (b) replace all broken, damaged or missing fixtures, equipment, personal property, appurtenances and utility lines and facilities and (c) upon

the termination of this Lease, whether by lapse of time or otherwise, surrender the Premises in good repair, order and condition, ordinary wear and tear excepted. Upon request by Landlord, Tenant shall remove all signs and other identifying features from the Premises. Tenant's obligation to make repairs to the Premises and Building Facilities shall include all repairs, whether ordinary or extraordinary, including, but not limited to, structural repairs to the building's foundation, floors, walls and roof.

12. OWNERSHIP AND REMOVAL OF PROPERTY

All buildings and improvements and all plumbing, heating, lighting, electrical and air conditioning fixtures and equipment and all other articles of property which are the property of Landlord immediately prior to the Commencement Date are and shall remain a part of the real estate and shall be considered to be leased hereunder, saving and excepting only such personal property and trade fixtures as may be purchased by Tenant as evidenced by a written purchase agreement or bill of sale.

Any additions, replacements, alterations or remodeling of improvements on or about the Premises or other property leased hereunder shall immediately become the property of Landlord and shall not be removed by Tenant at the termination of this Lease by lapse of time or otherwise. At or prior to the termination of this Lease, whether by lapse of time or otherwise, Tenant shall remove from the Premises all of its personal property and trade fixtures and any such additions, replacements, alterations or remodeled improvements which Landlord shall require to be removed, and shall repair any damage to the Premises which may have been caused or occasioned by such removal.

13. ALTERATIONS

Tenant shall not make any change in, alteration of, or addition to any part of the Premises or improvements, fixtures or equipment therein, or remove any item or portion of the Premises or any such improvements, fixtures or equipment, without, in each instance, obtaining the prior written consent of Landlord. In any case, any such change, alteration, addition or removal shall be in full compliance with all governmental rules, ordinances, and regulations and any covenants, conditions or restrictions which are applicable to the Property. Any work or improvement, alteration or removal conducted by Tenant on or about the Premises shall be in strict compliance with plans and specifications approved in writing by Landlord, and shall be conducted only by contractors, mechanics and materialmen and with materials approved in writing by Landlord. Landlord may grant or withhold its approvals pursuant to this Section 13 in its sole discretion, and may require that Tenant furnish to Landlord, prior to commencement of any work, a completion and lien indemnity bond in form, content and amount satisfactory to Landlord.

14. LANDLORD'S RIGHT TO PERFORM FOR TENANT

If Tenant should fail to perform any of its obligations under the provisions of this Lease, Landlord, at its option, may (but shall not be required to), without waiving any default or any of the rights of Landlord hereunder, do the same or cause the same to be done. In addition to any and all other rights and remedies of Landlord, all costs incurred by Landlord in connection with such performance by Landlord shall be due as Additional Rent hereunder immediately upon demand by Landlord, together with interest thereon at the Default Interest Rate.

15. EMINENT DOMAIN

A. Entire Premises

If the whole of the Premises shall be lawfully condemned by eminent domain, or conveyed by Landlord in lieu of condemnation, for any public or quasi-public use or purpose, all rents and taxes or other charges hereunder shall be paid up to the date when the condemning authority shall take possession of the Premises and this Lease shall then terminate. Tenant hereby waives, releases, shall have no interest in, and assigns to Landlord any compensation or award for any such condemnation or conveyance, including, without limitation, any claims for loss of good will, delay, bonus value, the value of the Premises, the lease, the building, improvements, fixtures or equipment thereon, whether or not installed or paid for by Tenant, except that Tenant shall have the right to compensation as may be specifically awarded to Tenant by the condemning authority for loss or damage to Tenant's removable personal property or for the cost or loss which Tenant may incur in removing Tenant's merchandise and personal property.

B. Partial Taking

In the event that only a part of the Premises shall be lawfully taken, condemned or conveyed by Landlord in lieu of condemnation and Landlord determines, in its sole discretion, that the operation of a Franchised Restaurant on the portion of the Premises remaining after such taking is no longer desirable or would not, from Landlord's standpoint, be economically feasible, Landlord may at any time, either prior to or within a period of sixty (60) days after the date when the condemning authority shall take possession of such portion of the Premises, elect to terminate this Lease. In the event of such termination, the provisions of Section 15A, above, shall apply in the same manner as if a total taking of the Premises had occurred, including, without limitation, the provisions of Section 15A regarding any compensation or award for the condemnation or conveyance. In the event that Landlord shall fail to exercise any such election to terminate this Lease, or shall not have any such election hereunder, Landlord shall (1) with reasonable promptness, make necessary repairs and alterations of the improvements on the Premises for the purpose of restoring the same to an economic architectural unit, susceptible to the same use as that which was in effect immediately prior to such taking, to the extent that such repairs and alterations may be necessary as

a result of such condemnation, and (2) be entitled to the entire award for such partial taking and the provisions of Section 15A shall apply with respect thereto. In the event the award for such partial taking is inadequate to make all necessary repairs and alterations in accordance with subparagraph (1) above, Tenant shall deliver to Landlord, in cash, the full amount of the deficiency within 30 days after delivery by Landlord to Tenant of a statement of the amount of such deficiency. If this Lease is not terminated, Tenant's obligation for Fixed Minimum Rent, from and after the date the condemning authority takes possession, shall be reduced to an amount which bears the same proportion to the Fixed Minimum Rent in effect at the time of the condemnation as the total floor area of the building(s) on the Premises following such repairs and alterations bears to the total floor area of the building(s) on the Premises prior to the condemnation.

16. SUBORDINATION AND NON-DISTURBANCE

This Lease and all of Tenant's rights, title and interest in and under this Lease shall, at the option of Landlord, be subject, subordinate and inferior to (a) any ground or underlying leases, (b) any and all mortgages, deeds of trust, collateral assignments of this Lease and similar security instruments (collectively, "Mortgages") and any and all advances made on the security thereof, and (c) the rights of all parties under any sale and leaseback arrangement, and to any and all terms, conditions, provisions, extensions, renewals or modifications of any such leases, Mortgages and/or sale and leaseback arrangements which Landlord or any grantee, successor or assign of Landlord has or may place upon the Premises or any portion thereof or any of the improvements, fixtures or equipment thereon, in the same manner and to the same extent as if this Lease had been executed subsequent to the execution, delivery and recording of such lease, Mortgage or sale and leaseback arrangement. This provision is intended to include the right of Landlord and its grantees, successors and assigns, any ground lessor and any party to a sale and leaseback arrangement further to encumber the Premises or their interests therein with one or more Mortgages, all of which shall, at the option of Landlord or its grantees, successors or assigns, any such ground lessor or any such party to a sale and leaseback arrangement, be superior to the interest of Tenant hereunder. Alternatively, at the option of Landlord or its grantees, successors or assigns, any mortgagee or other beneficiary of a Mortgage ("Mortgagee") or any ground lessor or any party to a sale and leaseback arrangement, this Lease and the rights of Tenant hereunder may be deemed to be prior and superior to the interests of such party.

In the event that a Mortgagee or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in its Mortgage, or in the event of default under any ground or underlying lease or any lease related to a sale and leaseback of the Premises, Tenant's right of possession shall not be disturbed provided (a) Tenant is not then in default under this Lease and (b) Tenant attorns to such title holder. Tenant covenants and agrees that upon foreclosure of any Mortgage it will, subject to any contrary provision in such Mortgage, attorn to any Mortgagee or purchaser at the foreclosure sale as its lessor under this Lease and in the case of a default under the terms of any ground or underlying lease or any lease related to a sale and leaseback it will, subject to any contrary provision in such lease, attorn to the lessor thereunder as its lessor

under this Lease and, in either such event, this Lease shall, subject to any contrary provision in such Mortgage or lease, continue in full force and effect as a direct lease between Tenant and such party upon all terms, conditions and agreements set forth in this Lease. In the event of the foreclosure of a Mortgage placed on the Premises by a grantee under a sale and leaseback, such attornment shall be required only if, at the time of such foreclosure, the lease related to such sale and leaseback is also in default.

The subordination of this Lease provided in this Section 16 shall, in the event Landlord shall so elect, be automatic and self-operative, and no special instrument of subordination shall be necessary. Notwithstanding the foregoing, Tenant shall, on demand, at any time or times, execute, acknowledge and deliver to Landlord, without expense to Landlord, any and all instruments that may be necessary or proper to evidence the subordination of this Lease and all rights hereunder to any ground or underlying lease, Mortgage or sale and leaseback arrangement. If Tenant shall fail to execute, acknowledge and deliver any such subordination instrument within five (5) days after receipt thereof, Landlord, in addition to any other remedies available to it as a result of such failure, may execute, acknowledge and deliver the same as the attorney-in-fact of Tenant and in Tenant's name, place and stead, and Tenant hereby irrevocably makes, constitutes and appoints Landlord, its successors and assigns, such attorney-in-fact for that purpose.

17. COMPLIANCE WITH MASTER LEASE

A. Tenant acknowledges and agrees as follows:

(1) Landlord may have its possessory right in the Premises pursuant to a Master Lease Agreement (Master Lease), and in the event Landlord's possessory right is terminated, Tenant's possessory right would likewise terminate. (The term "Master Lease" shall include, without limitation, any and all amendments, modifications, extensions, renewals or substitutions thereto.)

(2) The terms and conditions of this Lease, and the rights of Tenant under this Lease are subject and subordinate to the terms and conditions of the Master Lease.

(3) Tenant agrees to execute, when required by Landlord, a Landlord's Interest Addendum, in substantially the form as attached hereto as Exhibit B.

B. Tenant hereby authorizes Landlord, without notice or demand, and without affecting Tenant's liability under the Lease, to renew, compromise, extend, replace, substitute or otherwise modify or amend the provisions and conditions of the Master Lease, and Tenant hereby waives and relinquishes any and all rights or defenses based upon any such action, and(or) Landlord's failure to notify Tenant thereof.

C. Tenant hereby authorizes Landlord, without notice or demand, and without affecting Tenant's liability under the Lease, to enter into a new Master Lease at any time during the term of this Lease. Tenant agrees to execute the Landlord Interest Addendum

with respect to any new Master Lease and Tenant hereby waives and relinquishes any and all rights or defenses based upon any such action, and(or) Landlord's failure to notify Tenant thereof.

D. Tenant shall not, in its use and enjoyment of the Premises and the conduct and operation of its business thereon, suffer or permit any condition to exist or do, or omit to do, anything which would result in or constitute a breach or default of the terms and provisions of the Master Lease or which would give rise to any right of Master Lessor to terminate the Master Lease or any rights of the Landlord as lessee under the Master Lease. Tenant will perform, comply with and discharge all obligations which Landlord, as lessee under the Master Lease, is required to comply with and discharge, except for Landlord's monthly base rent obligations as lessee under the Master Lease during the term of this Lease. Tenant's obligations may include, without limitation, obtaining insurance against flood, earthquake, and/or other risks, from an insurance carrier holding a specified rating from the Best Insurance Rating Guide.

E. In the event of any increase in the rent, percentage rent, or other charges or obligations of Landlord as lessee under the Master Lease, the amount of the monthly increase in such rent (or if the increase is an increase in the rate of percentage rent then the rate of percentage rent payable by Tenant under this Lease shall be increased by the same amount), charges or obligations shall, upon notice by Landlord to Tenant, be added, effective as of the date of the increase under the Master Lease, to the Fixed Minimum Rent previously payable by Tenant under this Lease **[use with Alternative Rent provision #1 - . . . , plus, in the case of an increase in rent payable under the Master Lease, an additional 5% of such increase]**; provided, however, that the Rent payable by Tenant under this Lease shall not be reduced in the event of a decrease in the rent or other charges or obligations of Landlord as lessee under the Master Lease. Except as expressly provided herein, if Landlord enters into a new Master Lease, whether or not there was previously a Master Lease in place, then Fixed Minimum Rent payable under this Lease shall be increased in the amount equal to the difference between the Fixed Minimum Rent previously payable under this Lease and the amount of rent payable under the new Master Lease; provided, however, that the Rent payable by Tenant under this Lease shall not be reduced in the event of a decrease in the rent or other charges or obligations of Landlord as lessee under any new Master Lease. In the event that the Premises described herein encompass less than the property demised to Landlord under the terms of the Master Lease, Tenant shall only be responsible for its prorata share of the real estate taxes, assessments, insurance premiums and other charges assessed to or levied against the property demised pursuant to the Master Lease and a like percentage of any increase in the rent or other charges or obligations of Landlord as lessee under the Master Lease.

F. Tenant hereby indemnifies Landlord against and agrees to save Landlord harmless from any and all claims, demands, losses, liabilities, obligations, costs and expenses (including without limitation attorneys' fees and court costs) which may result from or arise in connection with any failure by Tenant to comply with and discharge all of

the obligations of Landlord, as lessee under the Master Lease, which are assumed by Tenant pursuant hereto.

18. QUIET POSSESSION

Tenant, upon paying the Rent herein provided and performing all and singular the covenants and conditions of this Lease on its part to be performed, shall and may peaceably and quietly have, hold and enjoy the Premises during the term hereof.

19. COMPLIANCE WITH LAW AND RESTRICTIONS

A. Tenant, in connection with any use it may make of the Premises, agrees at all times during the term of this Lease at its own expense to conform to and comply with all federal, state and local laws, ordinances and regulations, and all covenants, conditions and restrictions, whether now or hereafter in force, affecting the use, occupancy condition or configuration of all or any part of the Premises and Tenant's business thereon, including, without limitation, the Americans with Disabilities Act and any state law version of such law. Landlord makes no warranties or representations as to the state of compliance of the Premises, or Building Facilities, or Tenant's actual or intended use thereof with any such laws, ordinances, and regulations (including without limitation any zoning, land use or environmental laws or regulations and any federal, state or industrial health or safety codes) or with any such covenants, conditions and restrictions, and Tenant acknowledges that it has independently investigated same and represents that it will comply therewith. Tenant shall obtain, keep in full force and effect, and strictly comply with, all governmental licenses and permits which may be required from time to time for Tenant's use and occupancy of the Premises and operation of a Franchised Restaurant thereon. Tenant hereby indemnifies Landlord against and agrees to save Landlord harmless from all claims, demands, losses, liabilities, obligations, costs or expenses (including attorneys' fees or court costs) which result from or arise in connection with any violation of any law, ordinance, regulation, covenant, condition or restriction, whether occasioned by the neglect, omission or willful act of Tenant or any other person on the Premises by permission of or holding under Tenant.

B. Throughout the term of this Lease, Tenant shall comply with and perform all of the obligations of the fee owner or occupant of the Premises pursuant to any and all reciprocal easement agreements, covenants, conditions and restrictions affecting the Premises and pursuant to any articles, charters, by-laws, rules or regulations of any association of owners or occupants of property which includes the Premises. Tenant hereby indemnifies Landlord against and agrees to save Landlord harmless from all claims, demands, losses, liabilities, obligations, costs and expenses (including without limitation attorneys' fees and court costs) which result from or arise in connection with any failure of Tenant to comply with such agreements, covenants, conditions, restrictions, articles, charters, by-laws, rules and regulations. Without limitation upon the generality of the foregoing, Tenant shall pay (and shall furnish to Landlord evidence satisfactory to Landlord of such payment), at least ten (10) days prior to delinquency, any and all assessments, dues, fees, common area maintenance charges and other sums which

become due and payable during the term of this Lease in connection with any such agreements, covenants, conditions, restrictions, articles, charters, by-laws, rules or regulations or actions of any such association of owners or occupants. In the event that Tenant does not furnish to Landlord, at least ten (10) days prior to delinquency, evidence satisfactory to Landlord of payment of any such assessment, dues, fee, charge or other sum, Landlord shall have the right (but not the obligation) to pay the same. Tenant shall reimburse Landlord, immediately upon demand as Additional Rent hereunder, for any such sums which Landlord thus elects to pay or is required to pay. Provided, however, that any such sums which may be levied or assessed for a period beginning before the Commencement Date or ending after the termination hereof shall be prorated between Landlord and Tenant as of such date or dates.

C. Tenant agrees to promptly provide Landlord with copies of any notices, letters or other communications pertaining to the Premises or Tenant's operations thereon which are received by Tenant from any governmental or quasi-governmental entity, any person or entity with actual or alleged power to enforce any covenants, conditions or restrictions affecting the Premises, or any association of owners or occupants of property which includes the Premises.

20. ATTORNEYS' FEES

Should either party hereto institute any action or proceeding in court to enforce any provision hereof or for damage by reason of alleged breach of any provision of this Lease or for a declaration of such party's rights or obligations hereunder, or for any other judicial remedy, the prevailing party shall be entitled to receive from the losing party such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered the party finally prevailing in any such action or proceeding.

21. LIENS AGAINST PROPERTY

Nothing in this Lease shall authorize Tenant to do any act which shall in any way encumber the title of Landlord in and to the Premises. The interest or estate of Landlord in the Premises shall not in any way be subject to any claim of lien or encumbrance whether by operation of law or by virtue of any Mortgage or other express or implied contract by Tenant. Tenant shall not permit the Premises to become subject to any mechanic's, laborer's or materialmen's lien on account of labor or material furnished to Tenant (whether or not delivered to or located on the Premises) or in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction of, or sufferance of, Tenant.

In the event any lien is filed against or attached to the Premises or Tenant's interest therein, at Landlord's option, Tenant shall either pay the amount of said lien in full or shall, upon demand of Landlord, provide and pay for a non-cancelable bond, placed with a reputable company, approved by Landlord, in an amount deemed sufficient by Landlord, insuring the interest of Landlord and any interest superior to Landlord's interest

from any loss by reason of the filing of such lien. Tenant shall immediately pursue in good faith its legal remedies to the end of obtaining removal of said lien.

Tenant shall give Landlord written notice of the commencement of work of any character on or about the Premises at least ten (10) days prior to such commencement. Landlord shall have the right to post and maintain on the Premises such notices of non-responsibility, and to do such other things as may in Landlord's judgment be necessary to protect against such mechanics', laborers' and materialmen's liens as are provided for in the law of the state in which the Premises are located.

22. COMPLIANCE WITH FRANCHISE AGREEMENT(S)

Tenant shall comply with and perform all covenants contained in the Franchise Agreement and in any other franchise agreements, leases or other agreements between Landlord (or Landlord's affiliates) and Tenant, whether or not pertaining to the Premises. Termination, default, or revocation of the Franchise Agreement for any reason, either in whole or in part, or failure of Landlord and/or Landlord's affiliate(s) and Tenant to enter into such Franchise Agreement within ninety (90) days from the date of this Lease, shall terminate this Lease, without further notice being required.

23. DEFAULTS OF TENANT

A. Events of Default.

The following events shall constitute events of default by Tenant under this Lease:

(1) Failure by Tenant to pay any installment of Rent or any other sum required to be paid by Tenant under this Lease, unless Tenant shall cure such failure within five (5) days after demand therefore.

(2) Failure by Tenant to comply with any term, provision or covenant of this Lease, other than provisions pertaining to the payment of money, unless Tenant shall cure such failure within thirty (30) days after demand therefore; provided, however, that if such default is of a nature that the cure thereof cannot reasonably be effected within such period, Tenant shall not be deemed to be in default hereunder if Tenant commences such cure within such period and diligently prosecutes the same to completion thereafter.

(3) Default by Tenant under the Franchise Agreement or under any other franchise agreement, lease, note, or other agreement between Tenant and Landlord and/or any of Landlord's affiliates, whether or not pertaining to the Premises.

(4) Tenant's commencing a voluntary case or otherwise seeking any type of relief under the federal bankruptcy laws, as now or hereafter constituted, or under any state insolvency or similar law, or the entry of a decree or order for relief in respect of Tenant by a court having jurisdiction in an involuntary case under the federal

bankruptcy laws, as now or hereafter constituted, or under any state insolvency or similar law; all without dismissal within ninety (90) days from filing.

(5) Tenant's failure generally to pay its debts as they come due, or making of an assignment for the benefit of creditors, or the appointment of a receiver or custodian (permanent or temporary) for any part of Tenant's property by a court of competent jurisdiction.

(6) Abandonment, desertion or vacation of the Premises by Tenant.

B. Rights on Default

Upon the occurrence of any event of default by Tenant, Landlord shall be entitled to all of the rights and remedies available to Landlord at law or in equity, including without limitation the right, with or without termination of the Lease, to each of the following:

(1) Recovery from Tenant of all Rent and other amounts owing hereunder.

(2) Recovery from Tenant of any other amounts necessary or appropriate in order to compensate Landlord for all of the detriment suffered by Landlord as a result of Tenant's failure to perform its obligations under this Lease.

(3) Re-entry and possession of the Premises, and removal of all persons and property therefrom.

(4) Maintenance of an action for recovery of possession of the Premises, without formal demand or re-entry.

(5) Enforcement of any and all lien rights.

(6) Termination of any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or, in Landlord's sole discretion, succession to Tenant's interest in such subleases, licenses, concessions or arrangements. In the event of Landlord's election to succeed to Tenant's interest in such subleases, licenses, concessions or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the Rent or other consideration receivable thereunder.

Without limitation upon the generality of the foregoing, in the event of an event of default described in Section 23A(4) or Section 23A(5), above, this Lease and the rights of Tenant may be terminated by Landlord without notification to Tenant as if the date of occurrence of such event of default were the expiration date of this Lease, and Tenant expressly waives all rights under the provisions of the Bankruptcy Rules, and consents to such immediate termination of this Lease. Tenant agrees not to seek an injunctive order

from any court in any jurisdiction relating to insolvency, reorganization or arrangement proceedings which would have the effect of staying or enjoining the operation of this provision.

The rights and remedies of Landlord as provided in this Section 23B are cumulative, in addition to and not exclusive of any and all other rights or remedies now or hereafter given to Landlord by law or by the terms of this Lease. Any re-entry as provided for herein shall be allowed by Tenant without hindrance, and Landlord shall not be liable in damages or guilty of trespass because of such re-entry. The failure of Landlord to insist, in any one or more instances, upon a strict performance of any of the covenants of this Lease, or to exercise any option contained herein, shall not be construed as a waiver or a relinquishment for the future of such covenant or option. A receipt by Landlord of Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. In addition to the other remedies provided herein, Landlord shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, conditions or provisions of this Lease.

24. DEFAULTS OF LANDLORD

Landlord shall in no event be in default in the performance of any of Landlord's obligations under this Lease unless and until Landlord shall have failed to perform such obligations within thirty (30) days after notice in writing by Tenant to Landlord properly specifying wherein Landlord has failed so to perform; provided, however, that if such default is of a nature that the cure thereof cannot reasonably be effected within such period, Landlord shall not be deemed to be in default hereunder if Landlord commences such cure within such period and diligently prosecutes the same to completion thereafter. Landlord's non-performance shall be excused and the time for performance shall be extended for as long as and to the extent that such non-performance is due to an act of God, governmental control or other factors beyond the reasonable control of Landlord.

25. RECORDING OF LEASE

Tenant shall not record this Lease without the written consent of Landlord, however, Landlord, in its discretion, may require recordation of a Memorandum of Lease. Tenant agrees to cooperate in the execution and recordation of such Memorandum of Lease which shall be recorded at Tenant's expense.

26. NOTICES

A. All notices or demands of any kind which Tenant is required to or desires to serve on Landlord with respect to this Lease may be served by personal delivery or by mailing a copy of such notice or demand to Landlord by certified mail, with return receipt requested and postage prepaid, in either case at the place in the United States last designated by Landlord as the place at which notices may be served. Landlord hereby

designates 9330 Balboa Avenue, San Diego, California 92123-1516, Attention: Franchise Development, as the place at which notices shall be served by personal delivery or by mail. Service by mail or by personal delivery shall be deemed complete at the expiration of the third day after the date of delivery thereof to the address specified.

B. All notices or demands of any kind which Landlord is required to or desires to serve on Tenant with respect to this Lease may be served by personal delivery at any location or by mailing a copy of such notice or demand to Tenant by certified mail, with return receipt requested and postage prepaid, addressed to Tenant at the place in the United States last designated by Tenant as the place at which notices may be served, or if no such written designation is then in effect, then addressed to Tenant at the Premises. Tenant hereby designates _____as the place at which notices shall be served. Service by personal delivery shall be effective upon such delivery. Service by mail shall be deemed complete at the expiration of the third day after the date of delivery thereof to the address specified.

27. APPLICABLE LAW AND PARTIES BOUND

This Lease shall be construed under the laws of the state in which the Premises are situated and shall be binding upon and inure to the benefit of, as the case may require, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

28. INTERPRETATION

The words "Landlord" and "Tenant," as used herein, shall include, apply to, bind and benefit, as the context may permit or require, the parties executing this Lease and their respective heirs, executors, administrators, successors and assigns.

The term "Landlord" as used herein shall mean only the owner or owners, at the time in question, of the fee title or a lessee's interest in a ground lease of the Premises, and in the event of any transfer of such title or interest, Landlord herein named (and, in case of any subsequent transfers, then the grantor in connection therewith) shall be relieved from and after the date of such transfer of all liability as respects Landlord's obligations thereafter to be performed, provided that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord shall, subject as aforesaid, be binding on Landlord's successors and assigns, only during their respective periods of ownership.

Wherever the context so permits or requires, words of any gender used in this Lease shall be construed to include any other gender, and words in the singular number shall be construed to include the plural.

29. INVALIDITY

In the event that any term, provision, condition or covenant or any part thereof contained in this Lease, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, or be held to be invalid or unenforceable by any court of competent jurisdiction, the remainder of this Lease, or the application of such term, provision, condition or covenant or any part thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and all such remaining terms, provisions, conditions and covenants and parts thereof in this Lease shall be deemed to be valid and enforceable.

30. CAPTIONS

The headings and captions contained in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease nor of any provisions herein contained.

31. ESTOPPEL CERTIFICATES

Tenant shall at any time, upon not less than ten (10) days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises or any lender of Landlord.

Tenant's failure to deliver such statement within such time shall constitute a material default of this Lease without any further notice to Tenant. At Landlord's option, such failure may also be deemed conclusive upon Tenant that (i) this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) there are no uncured defaults in Landlord's performance hereunder, and (iii) not more than one (1) month's Fixed Minimum Rent has been paid in advance.

32. ADDITIONAL RENT

All monetary obligations of Tenant to Landlord under this Lease shall be deemed to be Rent hereunder.

33. BROKERS

Landlord and Tenant each hereby represent and warrant to the other that it has not engaged or dealt with any broker, finder or other agent in connection with its entry into this Lease or the transactions contemplated hereby, other than as expressly

disclosed in writing prior to the execution of this Lease. Landlord and Tenant each hereby indemnify and hold the other harmless from and against all claims, demands, losses, liabilities, obligations, costs or expenses (including without limitation attorneys' fees and court costs) incurred by the indemnified party in connection with any claim or demand by any person or entity for any broker's, finder's or other fee or commission in connection with the entry by the indemnifying party into this Lease and the transactions contemplated hereby.

34. RIGHT OF INSPECTION

Landlord shall have the right, exercisable without notice and without liability to Tenant for damage or injury to property, person or business (all claims for damage being hereby released), and without effecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for offsets or abatement of Rent, to enter the Premises at all reasonable times during the term of this Lease for the purpose of inspecting the same, or making such repairs or replacements therein as may be required by this Lease or as Landlord may deem appropriate; provided that Landlord shall use all reasonable efforts not to disturb Tenant's use and occupancy and shall, when practical, give Tenant prior notice of such repairs.

35. ENTIRE AGREEMENT

This Lease, together with any Exhibits or addenda attached hereto, constitutes the entire agreement between Landlord and Tenant pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and undertakings of the parties in connection herewith.

36. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained in this Lease, the liability of Landlord (and any successor Landlord hereunder) to Tenant shall be limited to the interest of Landlord in the building, and Tenant agrees to look solely to Landlord's interest in the building for the recovery of any judgment or award against the Landlord, it being intended that neither Landlord nor any member, principal, partner, shareholder, officer, director or beneficiary of Landlord shall be personally liable for any judgment or deficiency.

37. HOLDING OVER

If Tenant fails to vacate the Premises at the end of the term of this Lease, then Tenant shall be a tenant at will and, in addition to Percentage Rent due and payable under this Lease during the holdover period, Tenant shall be obligated to pay Fixed Minimum Rent equal to two hundred percent (200%) of the Fixed Minimum Rent payable during the last month of the term. No payments of money paid by Tenant to Landlord following the expiration of the Lease shall reinstate the term, and the term shall not be extended unless it is in writing and signed by Landlord and Tenant.

38. GUARANTY

Tenant represents and warrants that all Owners (as defined below) and their spouses, if required by JIB, have executed, simultaneously with Tenant's execution of this Lease, the form of Guaranty attached hereto and incorporated herein by this reference as Exhibit C. For the purposes hereof, "Owner" means each person or entity that has any indirect or direct equity interest in Franchisee.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year shown opposite their respective signatures herein below.

Executed by Tenant this
____ day of _____, 20___

"Tenant"

By: _____

Executed by Landlord this
____ day of _____, 20___

"Landlord"

JACK IN THE BOX INC.,
a Delaware corporation

By: _____
President
By: _____
Vice President

[OR

JACK IN THE BOX EASTERN DIVISION L.P., a Texas limited partnership

By: JBX General Partner, LLC, a Delaware limited liability company, its general partner

By:_____

Its:_____]

EXHIBIT "B"

LANDLORD'S INTEREST ADDENDUM

(SUBLEASE)

This Addendum is incorporated within to that certain Lease Agreement for a JACK IN THE BOX Franchised Restaurant (the "Lease") by and between JACK IN THE BOX INC., a Delaware corporation (or JACK IN THE BOX EASTERN DIVISION L.P., a Texas limited partnership) (hereinafter "Landlord") and , (hereinafter "Tenant"), dated _____, 20___. Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Lease. In the event of any conflict between this Addendum and the Lease this Addendum shall prevail.

1. LANDLORD'S INTEREST IN PREMISES: Landlord is the lessee of the Premises under a certain lease, (hereinafter "Master Lease") between ,(hereinafter "Master Lessor") and , dated _____, 20___, a copy of which, together with amendments dated _____, 20___, is attached hereto and incorporated herein by reference. The Lessee's interest under said Master Lease now vests in Landlord.

2. COMPLIANCE WITH MASTER LEASE: Tenant acknowledges and agrees that the terms and conditions of this Lease, and the rights of Tenant under this Lease, are subject and subordinate to the terms and conditions of the Master Lease and any subsequent amendments, modifications, extensions, renewals or substitutions thereto. Tenant hereby authorizes Landlord, without notice or demand, and without affecting Tenant's liability under the Lease, to renew, compromise, extend, or otherwise amend, modify, extend, renew or substitute the provisions and conditions of the Master Lease, and Tenant hereby waives and relinquishes any and all rights or defenses based upon any such amendments, modifications, extensions, renewals or substitutions to the Master Lease, and(or) Landlord's failure to notify Tenant thereof. Tenant shall not, in its use and enjoyment of the Premises and the conduct and operation of its business thereon, suffer or permit any condition to exist or do, or omit to do, anything which would result in or constitute a breach or default of the terms and provisions of the Master Lease or which would give rise to any right of Master Lessor to terminate the Master Lease or any rights of the Landlord as lessee under the Master Lease. Tenant will perform, comply with and discharge all obligations which Landlord, as lessee under the Master Lease, is required to comply with and discharge, except for Landlord's monthly base rent obligations as lessee under the Master Lease, as of the date of this Lease. Tenant's obligations may include, without limitation, obtaining insurance against flood, earthquake, and/or other risks, from an insurance carrier holding a specified rating from the A.M. Best Insurance Rating Guide.

In the event of any increase in the rent, percentage rent or other charges or obligations of Landlord as lessee under the Master Lease, the amount of the monthly increase in such rent (or if the increase is an increase in the rate of percentage rent then

the rate of percentage rent payable by Tenant under this Lease shall be increased by the same amount), charges or obligations shall, upon notice by Landlord to Tenant, be added, effective as of the date of the increase under the Master Lease, to the Fixed Minimum Rent previously payable by Tenant under this Lease **[use with Alternative Rent provision #1 - . . . , plus, in the case of an increase in rent payable under the Master Lease, an additional 5% of such increase]**; provided, however, that the Rent payable by Tenant under this Lease shall not be reduced in the event of a decrease in the rent or other charges or obligations of Landlord as lessee under the Master Lease. Except as expressly provided herein, if Landlord enters into a new Master Lease, whether or not there was previously a Master Lease in place, then Fixed Minimum Rent payable under the Lease shall be increased in the amount equal to the difference between the Fixed Minimum Rent previously payable under the Lease and the amount of rent payable under the new Master Lease; provided, however, that the Rent payable by Tenant under the Lease shall not be reduced in the event of a decrease in the rent or other charges or obligations of Landlord as lessee under any new Master Lease.

In the event that the Premises described herein encompass less than the property demised to Landlord under the terms of the Master Lease, Tenant shall only be responsible for its prorata share of the real estate taxes, assessments, insurance premiums and other charges assessed to or levied against the property demised pursuant to the Master Lease and a like percentage of any increase in the rent or other charges or obligations of Landlord as lessee under the Master Lease.

3. TENANT'S INDEMNITY: Tenant hereby indemnifies Landlord against and agrees to save Landlord harmless from any and all claims, demands, losses, liabilities, obligations, costs and expenses (including without limitation attorneys' fees and court costs) which may result from or arise in connection with any failure by Tenant to comply with and discharge all of the obligations of Landlord, as lessee under the Master Lease, which are assumed by Tenant pursuant hereto.

4. LESSEE'S STATEMENTS AND CERTIFICATES: Without limiting the generality of the foregoing, Tenant agrees to promptly provide to Landlord insurance policies or certificates, estoppel certificates, statements of sales, mechanic's lien waivers, notices, releases and any other statement, record or document which may be required, from time to time, by the Master Lessor under the terms of the Master Lease. All certificates or policies of insurance required under this Lease or under the Master Lease shall name Master Lessor as co-insured or additional insured, as the case may be, and all rights of Tenant to insurance proceeds and condemnation awards under this Lease shall be subject to the rights of Master Lessor under the Master Lease.

5. NOTICES: Tenant agrees to promptly provide Landlord with copies of any notices, letters or other communications received by Tenant from the Master Lessor, and to promptly notify Landlord of any failure by Master Lessor to perform its obligations under the Master Lease.

6. ENFORCEMENT OF LANDLORD'S RIGHTS UNDER MASTER LEASE: It is hereby acknowledged that Master Lessor may have certain obligations under the Master Lease to maintain and repair the Premises and adjoining areas, pay real estate taxes, assessments and special charges and impositions, restore, replace and/or rebuild the Premises and adjoining areas in the event of damage by fire and other causes, carry and pay for certain types of insurance policies and perform other obligations set forth in the Master Lease. If said obligations exist, Landlord agrees to make a good faith effort to obtain the timely and faithful performance of Master Lessor's obligations, but Landlord shall not be in default or breach of any of its covenants and duties under this Lease or liable for any resulting loss or claim of Tenant if Landlord is not able to enforce its rights under the Master Lease. With respect to Landlord's obligation to repair and restore the Premises in the event of damage or destruction thereto by fire or any other cause, Landlord's obligations under this Lease are conditioned upon Landlord obtaining the cooperation and approval of Master Lessor, as the same may be required, and the compliance of Master Lessor with all of Master Lessor's duties under the Master Lease; and Landlord shall not be liable to Tenant for any damage, claim or injury resulting from Landlord's inability to repair or restore the Premises due to default or breach of the Master Lease.

7. INTENT OF THE PARTIES: It is the intent of the parties to hereby create a sublease between Landlord and Tenant and not to effect an assignment of the Master Lease. The parties further acknowledge that it is their intent that there be no merger of either Landlord's or Tenant's interest in this Lease and the fee title in the event that either party acquires a fee interest in the Premises at any time after the execution of this Lease. In such event, this Lease will remain in full force and effect and shall determine the rights, duties, and obligations of the parties.

Executed by Tenant this
_____, 20___

"Tenant"
By: _____

Executed by Landlord this
_____, 20___

"Landlord"
(JACK IN THE BOX INC.)

By: _____
President

By: _____
Vice President

EXHIBIT "C"

GUARANTY

FOR VALUE RECEIVED, and in consideration of the execution of a certain Lease Agreement, of even date herewith and concurrently herewith ("Lease"), covering certain premises more particularly described in the Lease, the creation of the tenancy under said Lease and the extension of credit by "Landlord" (as defined in the Lease) to _____ ("Tenant"), and for the purpose of inducing Landlord to enter into such Lease, each of the undersigned and any other parties who sign counterparts of this guaranty (referred to herein individually as a "Guarantor" and collectively as "Guarantors"), absolutely, unconditionally and personally, does hereby jointly and severally (as to Tenant and among the Guarantors) guarantee to Landlord, its successors and assigns, the full and prompt payment when due, of all rents, charges and additional sums coming due under said Lease, together with the performance of all covenants and agreements of Tenant therein contained and together with the full and prompt payment of all damages that may arise or be incurred by Landlord in consequence of Tenant's failure to perform such covenants and agreements (all such obligations hereinafter collectively referred to as "Liabilities"), such payment and performance to be made or performed by Guarantor forthwith upon a default by Tenant.

In the event of the death, incompetency, dissolution, bankruptcy or insolvency of Tenant, or the inability of Tenant to pay debts as they mature, or an assignment by Tenant for the benefit of creditors, or the institution of any bankruptcy or other proceedings by or against Tenant alleging that Tenant is insolvent or unable to pay debts as they mature, or Tenant's default under this Lease, and if such event shall occur at a time when any of the Liabilities may not then be due and payable, Guarantor agrees to pay to Landlord upon demand, the full amount which would be payable hereunder by Guarantor if all Liabilities were then due and payable.

This Guaranty shall be an absolute and unconditional guaranty and shall remain in full force and effect as to Guarantor during the demised term of said Lease, and any renewal or extension thereof, and thereafter so long as any Liabilities remain due and payable even though the demised term or any renewal or extension thereof shall have expired. An Assignment of said Lease or any subletting thereunder shall not release or relieve Guarantor from its liability hereunder.

Landlord may, from time to time, without notice to Guarantor: (a) retain or obtain a security interest in any property to secure any of the Liabilities or any obligation hereunder, (b) retain or obtain the primary or secondary liability of any party or parties, in addition to Guarantor, with respect to any of the Liabilities, (c) extend or renew for any period (whether or not longer than the original period), alter or exchange said Lease or any of the Liabilities, (d) release, waive or compromise any liability of any of Guarantor hereunder or any liability of any other party or parties primarily or secondarily liable on any of the Liabilities, (e) release or impair any security interest or lien, if any, in all or any property securing any of the Liabilities or any obligation hereunder and permit any

substitution or exchange for any such property, and (f) resort to Guarantor for payment of any of the Liabilities, whether or not Landlord shall have resorted to any property securing any of the Liabilities or any obligation hereunder or shall have proceeded against any other of Guarantor or against Tenant or any other party primarily or secondarily liable on any of the Liabilities. No such action or failure to act by Landlord shall affect Guarantor's liability hereunder in any manner whatsoever. Any amount received by Landlord from whatsoever source and applied by it toward the payment of the Liabilities shall be applied in such order of application as Landlord may from time to time elect. 5. The written acknowledgment of Tenant, accepted in writing by Landlord, or the judgment of any court or arbitration panel of competent jurisdiction establishing the amount due from Tenant, shall be conclusive and binding on the undersigned Guarantors.

Guarantor hereby waives: (a) notice of the acceptance of this Guaranty; (b) notice of the existence, creation, amount, modification, amendment, alteration or extension of the Lease or all or any of the Liabilities, whether or not such notice is required to be given to Tenant under the terms of the Lease; (c) presentment, demand, notice of dishonor, protest, and all other notices whatsoever; (d) any benefit of valuation, appraisement, homestead or other exemption law, now or hereafter in effect in any jurisdiction in which enforcement of this Guaranty is sought; and (e) all diligence in collection, perfection or protection of or realization upon the Liabilities or any portion thereof, any obligation hereunder, or any security for any of the foregoing.

No delay on the part of Landlord in the exercise of any right or remedy shall operate as a waiver thereof, and no final or partial exercise by Landlord of any right or remedy shall preclude other or further exercises thereof or the exercises of any other right or remedy.

The validity of this Guaranty and the obligations of Guarantor hereunder shall not be terminated, affected or impaired by reason of any action which Landlord may take or fail to take against Tenant or by reason of any waiver of, or failure to enforce, any of the rights or remedies reserved to Landlord in said Lease, or otherwise, or by reason of the bankruptcy or insolvency of Tenant and whether or not the term of said Lease shall terminate by reason of said bankruptcy or insolvency.

This Guaranty shall be binding upon Guarantor, and upon the heirs, legal representatives, successors and assigns of Guarantor and shall be governed by the laws of the State of California. Sole and proper venue for any action or proceeding to enforce or interpret this Guaranty will be in San Diego, California.

If Landlord is required to enforce this Guaranty in a judicial or arbitration proceeding, and prevails in such proceeding, it shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplated of the filing of any such proceeding.

If Company is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the Guarantors shall reimburse Landlord for any of the above listed costs and expenses incurred by it.

If this Guaranty is executed by a corporation, association, partnership (general or limited), joint venture, syndicate, trust or any other type of organization other than individuals, the individual signatories hereto represent and warrant that they, and each of them, are duly authorized to execute this Guaranty for and on behalf of such organization and that such organization is the sole owner of all ownership interest in Tenant. This Guaranty may be signed in one or more counterparts, all of which when taken together constitute one original document.

IN WITNESS WHEREOF, Guarantor has executed this instrument, or caused this instrument to be executed by its officers, duly authorized in the premises, on this _____ day of _____, 20_____.

GUARANTOR(S):

_____

_____

[To be used in Build to Suit Scenarios]

JIB No. ____

RENT ADDENDUM

This Addendum to Franchise Lease Agreement ("Addendum") is attached to and entered into concurrently with that certain Lease Agreement, dated _____, by and among JACK IN THE BOX INC., a Delaware corporation (or JACK IN THE BOX EASTERN DIVISION L.P., a Texas limited partnership) ("JIB" or "Landlord"), as landlord, and _____ (collectively, "Tenant" or "Franchisee(s)"), as tenants. If there is any conflict between the provisions of this Addendum and the terms of the Lease, this Addendum will control. Unless otherwise defined herein, all capitalized terms in this Addendum shall have the meaning(s) ascribed to them in the Lease.

1. RECITALS. This Addendum is made and entered into with reference to the following facts and circumstances:

   a. Landlord and Tenant are parties to that certain Development Agreement, dated _____ ("Development Agreement"), pursuant to which Landlord agreed to construct certain restaurant improvements at the Premises, as described in and according to the terms and provisions of such Development Agreement.

   b. The parties now desire to enter into this Addendum to set forth and implement the rent structure contemplated in the Development Agreement for the Premises.

2. LAND AND BUILDING RENT. Landlord and Tenant agree and acknowledge that: (i) the total amount of the "Land Rent" (as defined in the Development Agreement) is $_____; and (ii) the total amount of the "Building Rent" based upon the "Development Costs" (as such terms are defined in the Development Agreement) is $_____. Pursuant to the terms of the Development Agreement, Tenant shall pay Land Rent and Building Rent, as set forth on Schedule 1, attached hereto and incorporated herein by this reference (such Land Rent and Building Rent shall be collectively referred to herein as "Fixed Minimum Rent"). Such Fixed Minimum Rent shall be payable to Landlord in equal monthly installments, beginning on the Commencement Date and continuing throughout the term of the Lease, without set off or deduction and otherwise pursuant to the provisions of the Lease.

3. NO OTHER CHANGES. Except as set forth herein, the terms and conditions of the Lease remain in effect and unmodified.

LANDLORD:

(JACK IN THE BOX INC.),

By: _____
Title: _____
Date: _____

TENANT:

_____
Date: _____

SCHEDULE 1

Calculation of Fixed Minimum Rent

(to be provided)

EXHIBIT O

GENERAL RELEASE OF ALL CLAIMS

GENERAL RELEASE OF ALL CLAIMS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned,

- [FRANCHISEE]
- [FRANCHISEE], and

- [ENTITY NAME], a [STATE OF INCORPORATION] corporation

(collectively "Releasor"), hereby releases and forever discharges Jack in the Box Inc., its officers, directors, agents, employees, subsidiaries and affiliates from and against any and all liabilities, actions, causes of action, judgments, suits, controversies, claims, demands, damages, costs and expenses whatsoever, in law or in equity ("Claims") arising out of any matters prior to the date of execution hereof, which have ever existed, may now exist or may hereafter arise, known or unknown, foreseen or unforeseen, to the full extent permitted by applicable law. Without limiting the generality of the foregoing, it is expressly understood and agreed that this Release includes Claims Releasor may have individually or as the member of any class (i) under any federal or state franchise, antitrust, trade regulation or similar law; or (ii) under any state or federal security, blue sky or similar law; or (iii) in connection with allowances, discounts or compensation of any type received by Jack in the Box Inc. from vendors.

Further, the undersigned do hereby expressly waive all right, protection, privilege and benefit under Section 1542 of the Civil Code of the State of California, which provides:

> **"1542 Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."**

By signing this General Release of All Claims, Releasor is giving up all rights under Section 1542 and any similar provision of any state.

Notwithstanding any other provision contained in this Release, existing Franchise Agreements and Lease Agreements (the "Franchise Agreements" and the "Leases") to which Releasor and Jack in the Box Inc. are parties remain in full force and effect.

This Release does not release, waive, modify or in any way affect liabilities of Jack in the Box Inc. under the Franchise Agreements or Leases arising after the date of execution of this Release by Releasor.

This release contains the entire agreement among the parties hereto concerning the subject matter hereof, and the terms of this Release are contractual and not a mere recital.

The undersigned hereby certify that they have read all provisions of this General Release of All Claims and the quoted California Civil Code Section, that they are represented by Counsel, and have been advised or been afforded the opportunity to be advised of the effect of the provisions of this General Release of All Claims and their waiver of all rights under the quoted California Civil Code Section, that they have made such investigation and inquiry as they and Counsel have deemed appropriate, and that they understand said provisions and effect, and have executed this General Release of All Claims freely and without duress.

_____ Dated: _____
[FRANCHISEE]

_____ Dated: _____
[FRANCHISEE]

[ENTITY NAME],
a [STATE OF INCORPORATION] corporation

By: _____ Dated: _____
[FRANCHISEE], President

By: _____ Dated: _____
[FRANCHISEE], Secretary

EXHIBIT P

CO-TENANCY OPERATING AGREEMENT

JIB No. ____

CO-TENANCY OPERATING AGREEMENT

This Co-tenancy Operating Agreement ("Agreement") is made and entered into as of _____, by and between JACK IN THE BOX INC., a Delaware corporation [or JACK IN THE BOX EASTERN DIVISION L.P., a Texas limited partnership] ("JIB"), whose address is 9330 Balboa Avenue, San Diego, California 92123, and _____ ("Operator"), whose address is _____, who agree as follows:

RECITALS

Pursuant to a Franchise Agreement and Franchise Lease with JIB, Operator is the owner and operator of the JACK IN THE BOX restaurant business located at _____ ("Location").

Operator acknowledges that there is a convenience store and fuel station ("Adjacent Businesses"), located adjacent to and sharing the same building as the Location. The real property upon which the Location and the Adjacent Businesses are located shall be referred to herein as the "Land." The building in which the Location and the Adjacent Businesses are located shall be referred to herein as the "Building." Those portions of the Land which are not included within either the Jack in the Box restaurant or the Adjacent Businesses (including the area under the fuel canopy), but are otherwise available for non-exclusive use in common by Operator, JIB, and their respective customers, including all restrooms and adjacent vestibules and hallways, shall be referred to herein as the "Common Area(s)."

This Agreement sets forth the parties' agreement as to certain operating covenants, conditions and restrictions relating to the use and operation of the Location, the Adjacent Businesses, and the Common Areas.

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Operator and JIB agree as follows:

1. INCORPORATION OF RECITALS

The above recitals are incorporated as terms of this Agreement as though fully set forth hereafter.

2. OPERATING COVENANTS

A. JIB grants to Operator nonexclusive easements over, across and upon the Land for: (a) general unrestricted use of and access to the Common Area, including pedestrian and vehicular ingress, egress and general access and parking; (b) general unrestricted use of the restrooms (including adjacent vestibules and/or hallways) located in the Building, including the nonexclusive right of pedestrian access to such restrooms, vestibules and/or hallways across the Common Area; and (c) reasonably convenient access as necessary to permit Operator to perform its maintenance obligations hereunder. Such easements are each for the express

benefit of Operator and Operator's employees, contractors, customers, invitees, licensees and/or guests.

B. Operator grants to JIB a nonexclusive easement for access over, across and through the Location as may be necessary for JIB to access the roof of the Building and(or) to use or perform maintenance or replacement of any utility installations, connections, conduits, lines or equipment which are necessary for the operation of the Adjacent Businesses. Such easement is for the express benefit of JIB and JIB's employees, contractors, customers, invitees, licensees and/or guests

C. Subject to the provisions of subparagraph D. below, JIB will, at all times, repair, maintain and operate the Common Areas in fully operable, clean, safe, and good condition and repair, and shall be responsible for payment of real property taxes, insurance premiums and utility costs relating to the Common Areas. Common Area maintenance and operating costs ("Operating Costs") shall include, without limitation: (i) maintenance and repair of equipment (e.g., any automatic door openers) in the Building; (ii) interior and exterior cleaning of perimeter windows in the Common Areas; (iii) maintenance, repair, cleaning, and sweeping of sidewalks, curbs, gutters, drives, drive aisles, and parking areas; (iv) maintenance, repair, and cleaning of on-site surface drainage; (v) asphalt re-sealing and re-surfacing, parking re-striping, and bumper and marker repair and maintenance; (vi) periodic cleaning of the exterior of the Building only (i.e., excluding the fuel station and car wash); (vii) periodic repainting of the exterior of the Building only (i.e., excluding the fuel station and car wash); (viii) maintenance and repair of lighting fixtures and equipment, including bulb replacements, within the Common Areas; (ix) water and electricity consumption charges; (x) pest control; (xi) security measures mutually approved by the parties; and (xii) any other reasonable costs incurred by JIB in connection with the use, operation and maintenance of the Common Areas. In order to provide flexibility with respect to specified operating and maintenance services related to the Common Areas, JIB may engage one or more third parties to provide such services, in which case Operator will reimburse JIB for its share of such costs, as provided herein.

D. Notwithstanding the provisions of subparagraph C. above, Operator agrees that it shall be solely responsible, at its sole cost and expense and not to be included in Operating Costs, at all times to repair and maintain in fully operable, clean, safe, and good condition and repair, all landscaped areas located on the Land; provided, however, that the cost for water to irrigate such landscaped areas shall be reimbursed to JIB in accordance with subparagraph F. below. In exchange for Operators' agreement to maintain and repair the landscaping, as set forth in the preceding sentence, JIB agrees that it shall be solely responsible, at its sole cost and expense, and not to be included in Operating Costs, at all times to repair and maintain in fully operable, clean, safe, and good condition and repair, the restrooms located in the Building (including, without limitation, any adjacent vestibules and(or) hallways); provided, however, that the electricity costs related to such restrooms shall be included in "Electricity Costs" (as defined below), and reimbursed to JIB in accordance with subparagraph F. below. [NOTE: The foregoing structure is dependent upon the arrangements with the existing gas/c-store operator, and may be negotiated.] In addition, notwithstanding the provisions of subparagraph C. above, Operator agrees that it shall be solely responsible, at its sole cost and expense and not to be

included in Operating Costs, at all times for: (i) cleaning and sweeping the sidewalks, curbs, gutters, drives, drive aisles, and parking areas designated as "Landlord Sweep Area" on Exhibit A, attached hereto and incorporated herein by this reference; and (ii) interior and exterior cleaning of perimeter windows in the Common Areas.

E. In addition to its obligations with respect to the Common Areas, as set forth above, and notwithstanding any provisions of the Franchise Lease or the Franchise Agreement for the Location to the contrary, the parties agree that:

(i) JIB shall be responsible for maintaining commercial general liability insurance coverage for the Common Areas only, as well as property insurance covering the Building and other improvements located on the Land, and, subject to reimbursement by Operator as set forth below, JIB shall pay all premiums in connection therewith directly to the insurance carrier ("Insurance Costs"); provided, however, that nothing set forth herein shall affect Operator's obligation to maintain commercial general liability insurance covering the Location, and property insurance covering the furniture, fixtures, equipment and other personal property of Operator within the Location in accordance with the provisions of the Franchise Lease and Franchise Agreement for the Location.

(ii) JIB shall be responsible for paying all real property taxes and assessments applicable to the Building, the Land and(or) any improvements located thereon ("Real Property Taxes"), subject to reimbursement by Operator as set forth below; provided, however, that nothing set forth herein shall affect Operator's obligation to pay any and all property taxes and assessments relating to the furniture, fixtures, equipment and other personal property of Operator within the Location in accordance with the provisions of the Franchise Lease and Franchise Agreement for the Location.

(iii) JBX shall be responsible for maintaining trash removal services for the site ("Trash Service"), and for paying directly to the provider thereof the costs of such Trash Service, subject to reimbursement by Operator as set forth below; provided, however, that JIB shall not be liable in any way for any interruption in Trash Service to the Common Area or the Location unless such interruption was caused solely by the gross negligence or willful misconduct of JBX.

(iv) JIB shall contract for and pay directly to the provider thereof the costs of electricity supplied to the Location, the Adjacent Businesses and the Common Areas, all of which are metered together ("Electricity Costs"), and for water and sewer services to the entire site ("Water and Sewer Costs"), all subject to reimbursement by Operator as set forth below; provided, however, that JIB shall not be liable in any way for any interruption in utility service to the Common Area or the Location unless such interruption was caused solely by the gross negligence or willful misconduct of JIB.

F. Operator will reimburse JIB for Operating Costs, Taxes, Insurance Premiums and Utility Costs in accordance with the following percentages:

(i) Operating Costs – __%
(ii) Trash Service – __%
(iii) Insurance Costs – __%
(iv) Real Property Taxes – __%
(v) Electricity Costs – __%
(vi) General Water and Sewer Costs – __%

(vii) Irrigation Costs for Common Area Landscaping – __%
(viii) Costs for CO_2 to drink stations (if not separately provided) – __%

All costs subject to reimbursement hereunder will be described in a reasonably detailed invoice, rendered monthly in arrears by JIB, which invoice will be due within thirty (30) days after receipt. Despite any provision to the contrary in this section, if Operator (or its employees, agents, representatives, invitees or customers) is the sole cause of any damage to property and/or disruption of any utility service to the Common Areas, Operator, at its expense, will promptly perform all necessary repairs at no expense to JIB.

G. Despite any provision to the contrary in this Agreement, neither JIB nor Operator may place or maintain in any Common Area any products, merchandise, or displays containing products or merchandise, or vending machines.

H. Operator may place and maintain advertising materials other than signage only within the Location (including the drive-thru area) and/or on only those portions of any other exterior wall or window that enclose the Location.

I. Operator may not place or maintain anywhere on the Land any sign other than advertising materials permitted in accordance with section D. above, or those signs which have been approved by JIB.

J. JIB and Operator will each indemnify, defend and hold the other harmless from and against any and all claims, demands, actions, causes of actions, losses, liabilities, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees, court costs, consultants and expert witness charges) arising out of or relating to: (a) any act, failure to act, omission, willful misconduct, or negligence of the indemnifying party; (b) the use or occupancy of the Land and Improvements, including the Common Area, restrooms (including adjacent vestibules and/or hallways) in the Building, by the indemnifying party; (c) the violation of applicable laws from time to time in effect; and (d) any breach or default in the performance of any obligation under this Agreement.

3. INFORMAL DISPUTE RESOLUTION; MEETINGS

Within thirty (30) days after receipt of a written request by JIB or Operator specifying the issues to be addressed at the meeting, JIB and Operator will meet to discuss and attempt to resolve, in good faith, any operating issues that may arise between the parties, including those relating to advertising, promotions, operations and maintenance. Any notice to JIB pursuant to this paragraph should be addressed to JIB at the address listed above, attention to Real Estate Legal, and referencing JIB No. ____. JIB will arrange and coordinate the meeting time, date and location (which will be convenient to all parties), and circulate a written meeting notice and meeting agenda, not less than fifteen (15) days before the scheduled meeting date. The parties will each send representatives to such meetings who have authority to make decisions on all agenda items to be discussed. If JIB or Operator desires the presence of a specific authorized representative of the other party, or an interested third party, it will so notify the other party as soon as possible after a meeting has been requested. The party who has been requested to bring a specific representative or third party will use its reasonable efforts to coordinate the presence of such person.

4. TERM

This Agreement shall be effective as of the date set forth in the introductory paragraph hereof, and shall expire upon expiration or sooner termination of the Franchise Lease for the Location.

5. MISCELLANEOUS

A. All understandings and agreements heretofore made between the parties hereto concerning the matters specified in this Agreement are merged into this Agreement, which, alone, fully and completely expresses their agreement relating to the subject matter hereof.

B. This Agreement shall not be modified or amended except by a writing signed by each party.

C. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs and respective successors and assigns.

D. This Agreement shall be governed by the laws of the State of California.

E. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. NOTICES

All notices, consents, approvals or other instruments required or permitted to be given by either party shall be in writing, and shall be deemed to have been properly given if sent by registered, certified mail/return receipt requested, Federal Express (including Federal Express Zap Mail Service), Airborne, Emery, DHL, Express Mail, or by other recognized overnight courier service; postage and other charges prepaid to the parties at the addresses set forth in the first paragraph hereof, or to such other address as either party may specify by written notice given in accordance with this paragraph.

7. ACKNOWLEDGMENT OF RECEIPT OF FDD

By execution hereof, each of the parties constituting DEVELOPER hereunder represents and warrants that (a) they have received JIB's current FDD and all Exhibits thereto at the earlier of the first personal meeting with JIB personnel regarding the transition which is the subject of this Agreement or fourteen (14) days or more prior to the execution hereof or payment of any fee in connection herewith; (b) they have had full opportunity to be advised of the terms and conditions of this Agreement and the Exhibits hereto by counsel of their own choosing prior to the execution hereof; (c) they are executing this Agreement after having made such investigations of JIB and its operations as they desire; and (d) they have

not reviewed nor relied upon any representations by JIB or its officers, directors, employees, or agents that are contrary to the terms hereof or the FDD.

Dated this __ day of 20___.

JIB:

JACK IN THE BOX INC.,
a Delaware corporation

By: _____
Title: _____

[OR

JACK IN THE BOX EASTERN DIVISION L.P., a Texas limited partnership

By: JBX General Partner LLC, a Delaware limited liability company, general partner

By: _____
Name: _____
Title: Authorized Person]

Dated this __ day of 20___.

OPERATOR:

_____

EXHIBIT A

Sweep Areas

(to be provided)

EXHIBIT Q

NATIONAL BURGER LEAGUE PARTICIPATION AGREEMENT

NATIONAL BURGER LEAGUE PARTICIPATION AGREEMENT

The National Burger League ("NBL") consists of teams within a given geographical area/market that collaborate, at the market level, to grow restaurant sales, market share, and profits, with a focus on what is controllable at the restaurant level. Team participants share their performance and financial data, which is then aggregated by Jack in the Box Inc. ("JIB") and provided to the team to assist with assessing their market's performance versus the competition. Markets consist of franchise and company locations (where applicable) in the same geographical area.

I agree to participate in the NBL team(s) where my restaurant(s) is/are located.

I understand that participating in the NBL means that my sales, transaction level details, profit, and other performance and financial data will be shared by JIB with other members of the NBL.

FRANCHISEE

Print name: _____

By: _____

Title: _____

Date: _____

EXHIBIT R

EQUIPMENT BROKERAGE AGREEMENT

Date:_____

EQUIPMENT BROKERAGE AGREEMENT

Franchisee: _____
Operator: _____
Broker: JACK IN THE BOX INC.
9330 BALBOA AVENUE
SAN DIEGO, CA 92123

1. RECITALS
Jack in the Box Inc. ("JIB") purchases certain equipment, furniture, fixtures and décor items from various vendors for its own use. For the convenience of its franchisees, JIB also acts as a broker for franchisees for the purchase of the following categories of equipment on a select basis: (i) general replacement equipment and décor items; (ii) menu development and Operations Improvement System (OIS) equipment; and (iii) custom-fabricated items (collectively, the "Equipment").

The franchisee referenced above ("Franchisee") may want JIB to act as a broker for the purchase of Equipment. JIB is willing to do so under the terms and conditions set forth in this Agreement.

2. COMMENCEMENT DATE
This Agreement is valid from the date written above until terminated by either party pursuant to Paragraph 3 below.

3. TERMINATION
Either JIB or Franchisee may terminate this Agreement, with or without cause, effective upon written notice to the other party. This Agreement terminates automatically if Franchisee ceases to be a Jack in the Box franchisee.

The rights and obligations of the Parties with respect to transactions originated before the termination of this Agreement survive termination.

4. EQUIPMENT AVAILABLE FOR PURCHASE AND PRICES
JIB will provide Franchisee a written description of any Equipment it is willing to purchase on Franchisee's behalf, and the prices and specific payment terms relating to that Equipment. JIB agrees to purchase that Equipment on Franchisee's behalf in accordance with those terms and the terms of this Agreement.

5. EQUIPMENT ORDERS
Franchisee must provide JIB with a written request for each Equipment order in the form required by JIB ("Order"). The terms, conditions and provisions of this Equipment Brokerage Agreement shall be in full force and effect for each such Order.

Receipt of an Order from Franchisee constitutes: (i) Franchisee's authorization for JIB to enter into binding agreements to purchase the Equipment on behalf of Franchisee; and (ii) Franchisee's agreement to promptly pay the listed price of the Equipment, JIB's mark-up for brokerage services, all freight, taxes and other fees in connection with the purchase of the Equipment.

6. CANCELLATION OF ORDER

Franchisee may not cancel or modify an Order that has been delivered to JIB, except at the sole discretion of JIB. Any agreement between Franchisee and JIB to cancel or change an Order must be in writing and signed by JIB. If JIB agrees to accept a cancellation or modification of an Order, Franchisee nevertheless must pay all handling charges, transportation expenses and restocking charges incident to any such cancellation or change.

7. PAYMENT TERMS AND FEES

Franchisee will pay JIB a broker fee in the amount of eight percent (8%) of the purchase price of the Equipment ordered. Payment terms will be Net 21 days.

8. TAXES

Franchisee must pay all federal, state, municipal or other political subdivision excise, sales, use, property, purchase, lease, possession or other taxes now in force or enacted in the future required to be collected by JIB on account of Equipment or services furnished to Franchisee, except for federal or state taxes based upon JIB's net income. Franchisee will pay any such taxes upon demand.

9. FRANCHISEE AUTHORIZED PERSONNEL

The "Authorization" attached as Exhibit A, lists the individuals (other than the Franchise Operator) authorized to order Equipment on Franchisee's behalf. Franchisee may change the Authorization only by written notice to JIB, which will be effective upon receipt. Any change to the Authorization will not be effective for any Orders received, purchases otherwise made or expenses incurred by JIB pursuant to the direction of a person previously listed on the Authorization. Franchisee is liable for performance of agreements entered into by, and payment of all charges for all Equipment ordered by or delivered to, individuals listed on the Authorization.

10. SITE PREPARATION, PERMITS, FEES AND INSTALLATION

Franchisee is responsible for preparing the restaurant site as necessary for the Equipment to be installed, including adding or altering electrical connections. Franchisee is also responsible for properly installing the Equipment, obtaining any necessary permits, inspections, safety tests and licenses. JIB's sole responsibility is to purchase the Equipment ordered by Franchisee.

11. FORCE MAJEURE

JIB will not be liable to Franchisee for delayed purchase or delivery, or non-delivery, of Equipment due to Acts of God, fire, flood, storm, riot, war, terrorism, sabotage, explosion, accident, strike, lockout, labor disturbance, government action, law, ordinance or regulation, failure of normal sources of supply or any similar or different contingency beyond its control that would make performance commercially impracticable, whether or not the contingency is of the same class as those previously enumerated.

12. LIABILITY

Except as otherwise provided in this Agreement, Franchisee assumes all liability, including but not limited to the entire Risk of Loss in the event of disappearance, theft, destruction of or damage to the Equipment from any cause whatsoever (all referred to as a "Casualty Occurrence") from the time Equipment is shipped from the Manufacturer or Distributor or other third party. No such Casualty Occurrence will relieve Franchisee of the obligation to make payments under this Agreement, or of meeting any other obligation under this Agreement.

JIB is not responsible for expenses, losses or any damages of any nature due to Equipment failure caused by defects in material or workmanship. Franchisee's sole remedy, if any, lies with the Manufacturer, Distributor or other third party from whom JIB purchased the Equipment on Franchisee's behalf.

13. INDEMNITY

Franchisee hereby agrees to indemnify JIB against, and to hold JIB harmless from, any and all claims, actions, damages, attorneys fees, obligations, liabilities and liens (including any of the foregoing arising or imposed under the doctrine of strict liability or by operation of law) arising out of the manufacture or condition of the Equipment, or the purchase, lease, loan, delivery, possession, operation, use of return of the Equipment. The provisions of this paragraph survive termination of this Agreement with respect to events occurring prior to such termination.

14. NO WARRANTIES BY JACK IN THE BOX INC.

JACK IN THE BOX INC. MAKES NO ORAL, STATUTORY OR IMPLIED WARRANTIES RELATING TO THE EQUIPMENT OR THE SALE, DELIVERY, INSTALLATION, OPERATION OR USE THEREOF. JACK IN THE BOX INC. NEITHER ASSUMES, NOR AUTHORIZES ANYONE TO ASSUME FOR IT, ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE EQUIPMENT OR ITS SALE, DELIVERY, INSTALLATION, OPERATION OR USE. JACK IN THE BOX INC. IS NOT THE MANUFACTURER, DISTRUBUTOR OR SUPPLIER OR THE EQUIPMENT, BUT SIMPLY AGREES TO ACT AS AGENT FOR FRANCHISEE UNDER THIS AGREEMENT AS AN ACCOMMODATION. JACK IN THE BOX INC. MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR FITNESS, AND AS TO JACK IN THE BOX INC., FRANCHISEE ACKNOWLEDGES THAT THIS EQUIPMENT IS ENTIRELY SUITABLE FOR HIS/HER PURPOSES.

15. SECURITY INTEREST IN EQUIPMENT

Upon JIB's acceptance of an Order for any Equipment purchase, Franchisee is indebted to JIB for (i) the principal amount of the purchase price as specified on the Order; (ii) the amount of the mark-up compensation for JIB's services; and (iii) in the amount of all freight charges, taxes and other fees incidental to the purchase and delivery of the Equipment ordered, (all of which is collectively referred to as the "Purchase Price"). To secure such indebtedness and all extensions and renewals thereof, Franchisee hereby grants to JIB a security interest in the Equipment described on the Order, together with the proceeds of the sale of the Equipment, any replacements, accessions or additions thereto (which property is for the purposes of this section hereinafter referred to as the "Collateral").

Until the Purchase Price is paid in full, Franchisee warrants that Franchisee (a) will properly maintain, repair and preserve the Collateral and insure the same against loss; (b) will pay all taxes that may become a lien on the Collateral; (c) will not sell, contract to sell, lease, encumbrance or other dispose of the Collateral nor change its physical location from the Jack in the Box restaurant premises to which it was delivered; (d) will sign any additional agreements, assignments or documents that may be deemed necessary or advisable by JIB to effectuate the purpose of this Agreement and the protection of the Collateral.

16. DELINQUENT PAYMENTS

If any payment to JIB required under this Agreement is not paid by its due date, Franchisee agrees to pay interest at the then-current rate established by JIB under its Franchise Payment Policy or the maximum rate permitted by law, whichever is less. Additionally, if Franchisee does not pay the invoice by the due date, Franchisee is obligated to pay any collection and legal expenses, including attorneys' fees, necessary to obtain full payment of the invoice amount. JIB's acceptance of any payment less than the full amount of any invoice will not constitute a waiver of JIB's right to collect the balance, and will not be deemed satisfaction of JIB's claim.

17. REMEDIES UPON DEFAULT

In the event of: (a) any failure by Franchisee to pay when due any payment required by this Agreement, (b) any failure by Franchisee to perform or comply with any other obligations under this Agreement, or (c) any loss or theft of any purchased Equipment for which JIB is not yet fully paid, or substantial damage or destruction to such Equipment, or issuance of any lien, levy, attachment, garnishment or judicial process relating to such Equipment; (d) any use or intended use of Equipment other than in Jack in the Box restaurants in the context of normal restaurant operations; (e) any insolvency, bankruptcy, business failure, assignment for the benefit of creditors of the appointment of a receiver for Franchisee or its property, or a bulk transfer of Franchisee's Equipment, furniture, fixtures, inventory or other personal property, (f) JIB deeming itself insecure, believing in good faith that the prospect of payment of indebtedness under this Agreement or of performance of this Agreement is impaired; (g) any default under the terms of any Franchise Agreement or Lease Assignment between JIB or its affiliates and Franchisee or its affiliates, JIB will have the following remedies:

JIB may exercise any and all rights and remedies granted a secured party under the Uniform Commercial Code, including seizure and sale. Seizure shall be without notice, demand, court order or other process of law and without liability to Franchisee for any damages occasioned thereby. In the event of seizure and sale of any Equipment hereunder by JIB, it is agreed that the proceeds of sale will be applied first to costs of sale and other expenses authorized by the Uniform Commercial Code, including reasonable attorneys' fees, second to service charges on past due payments and third to other amounts due; thereafter any surplus will be paid to Franchisee or such other person as may be entitled thereto. Franchisee will remain liable for any deficiency, which shall pay to JIB immediately upon demand.

18. JACK IN THE BOX INC. FAILURE TO PERFORM - LIQUIDATED DAMAGES

It is agreed that it is impractical if not impossible to fix the actual damages, if any, that may proximately result from a failure on the part of JIB to perform any of its

obligations under this Agreement. It is further agreed that if JIB is found liable to Franchisee for loss or damage due to a failure to perform in any respect, even if due to JIB's negligence, JIB's liability will be limited to a sum equal to ONE HUNDRED DOLLARS ($100), as liquidated damages and not as a penalty and that this liability is exclusive and in no event will JIB be liable for any special, incidental or consequential damages, loss of profit, data or any other losses whatsoever.

19. NOTICES
Any notice required under this Agreement will be deemed duly given if put in writing and delivered personally or mailed by first class mail, postage prepaid, to JIB at the addresses given on the first page of this Agreement (or different mailing address if provided to Franchisee in writing), and to Franchisee at the last mailing address Franchisee or Operator provided to JIB in writing.

20. ASSIGNMENT
This Agreement is not assignable by Franchisee without the prior written consent of JIB. Any such attempted assignment shall be void. This Agreement is assignable by JIB at any time.

21. ENTIRE AGREEMENT
It is specifically understood and agreed that all understandings between the parties relating to this Agreement are merged in this Agreement, which constitutes the entire agreement between Franchisee and JIB relating to brokerage of Equipment, and neither party relies upon any statement or representation that is not in this Agreement. No check list, instruction or summary provided to Franchisee by JIB will modify the terms and conditions of this Agreement, or affect Franchisee's responsibilities to JIB as defined in this Agreement.

22. MODIFICATION
This Agreement can be modified only by a written agreement signed by persons authorized to sign agreements on behalf of Franchisee and JIB.

23. SEVERABILITY
If any part of this Agreement is adjudged by a Court of competent jurisdiction to be invalid, such judgment will not affect the validity of the remainder of this Agreement.

24. WAIVER
No failure on the part of either party to exercise, nor delay in exercising, any right, power or privilege under this Agreement will operate as a waiver of that right, power or privilege; nor will any single or partial exercise of any right, power or privilege under this Agreement preclude further exercise of such right or any other right under this Agreement.

25. CAPTIONS
The captions herein are for convenience only and do not define or in any way limit any of the terms of this Agreement.

26. JOINT AND SEVERAL LIABILITY
If more than one Franchisee is named in this Agreement, the liability of each is joint and several.

27. NOT A CONSUMER CONTRACT

Franchisee represents that the Equipment is being purchased for business purposes and agrees that under no circumstances shall this Agreement be construed as a consumer contract.

BROKER:

JACK IN THE BOX INC.

By: _____
Title: _____
Date: _____

FRANCHISEE:

_____
(Print Name)

By: _____
(Signature)
Date: _____

AUTHORIZATION

Names of individuals (in addition to the Operator of the franchised restaurant) who are authorized to purchase equipment for Franchisee under terms of the Jack in the Box Equipment Brokerage Agreement:

Effective Date: _____

_____ (Authorized signature) _____ (printed name)
Date: _____

_____ (Authorized signature) _____ (printed name)
Date: _____

_____ (Authorized signature) _____ (printed name)
Date: _____

_____ (Authorized signature) _____ (printed name)
Date: _____

_____ (Franchise Operator signature)
Date: _____

_____ (Franchise Operator printed name)
Date: _____

This authorization is effective until written revocation is received by Jack in the Box Inc.

EXHIBIT S

MASTER TECHNOLOGY AGREEMENT

MASTER TECHNOLOGY AGREEMENT

This Master Technology Agreement is effective as of ENTER EFFECTIVE DATE ("Effective Date") and is entered into by and between JACK IN THE BOX INC., a Delaware corporation ("JIB"), and ENTER FRANCHISE ENTITY NAME a(n) ENTER STATE OF INCORPORATION corporation ("Franchisee"), (each individually, a "Party," and collectively, the "Parties") and includes all attachments, exhibits and supplements hereto as specified below (collectively, the "Agreement").

WHEREAS, JIB operates and franchises JACK IN THE BOX® branded restaurants ("Restaurant" or "Restaurants"); and,

WHEREAS, JIB and Franchisee have entered into (a) separate agreement(s) whereby JIB has granted Franchisee the right and license to operate one or more Restaurants ("Franchise Agreement"); and,

WHEREAS, JIB requires the use of a Technology System (hereinafter defined) and certain other services in the operation of the Restaurants in order to maintain the security, optimal functionality and serviceability of certain systems and services; and,

WHEREAS, Franchisee wishes to: a) use the Technology System and its various components; and b) procure and/or lease certain hardware, software, equipment and/or services from JIB and/or a JIB-approved third-party vendor.

NOW, THEREFORE, in consideration of the mutual promises and covenants described in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Documentation

1. TECHNICAL SUPPORT SERVICES

1.1 **Technical Support Services**. JIB may provide Technical Support Services to Franchisee either directly or through an approved third-party vendor, and Franchisee may be billed either directly from JIB or from the vendor providing the services. Technical Support Services may be suspended if Franchisee is not current in its payments to JIB or to any third-party for such Technical Support Services.

1.2 **Changes to Required Environment**. Franchisee must at its own cost and expense obtain, install, add to, update, upgrade, alter, modify, use and maintain any and all hardware, personal computer equipment (PCs), servers, specialty service equipment, firewalls, telecommunications equipment, high-speed communication equipment, (e.g. satellite or digital subscriber line (DSL)), network connectivity equipment, antennas, POS System, Software, email systems, voicemail box systems, Internet, Intranet, other technology equipment as may be specified by JIB, (including any applicable passwords for accessing and using same), and any support-related processes as may be specified by JIB, and which may be modified by JIB from time-to-time, all of which are used in the support and/or operation of a Restaurant ("Technology System"). JIB, at its option, may discontinue Technical Support Services for any part of the Technology System that becomes obsolete or requires parts that have been discontinued or are generally unavailable. Franchisee should refer to the technology roadmap in the Franchise Business Manual for information related to the obsolescence of the Technology System. Additional fees or costs may be incurred by Franchisee to support any obsolete component.

1.3 **Authorization of Self-Maintenance Services**. JIB may authorize Franchisee to self-maintain and support certain components of the Technology System. The requirements for becoming a self-maintainer are set forth in a separate Self-Maintainer Agreement and/or as specified in the Franchise Business Manual.

1.4 **Menu Management Services.** JIB shall provide and Franchise shall use JIB's menu and pricing management services at each Restaurant in accordance with JIB's current standards. From time to time, JIB directly, or through a third-party vendor, may offer pricing suggestions for Franchisee's menu; however, Franchisee is fully and exclusively responsible for establishing its own product prices at each Franchisee Restaurant. Sites other than for specific products for which JIB may set a price ceiling.

(A) JIB will install all recipe and menu data required as part of the menu management system and integrate that data into the point-of-sale system ("POS System") at Franchisee's Restaurant(s). This service

includes standard video routing for the POS System. Any changes from standard video routing must be requested in writing or by contacting JIB Technical Support Services. Requests will be completed within five (5) business days after receipt of request.

(B) JIB will program all pricing data into the menu management system and program initial system level pricing in the POS System. Changes from initial system level pricing must be requested in writing and standard price or menu item changes will be completed within approximately five (5) business days after receipt of the request. JIB will try to program all other non-standard special menu and/or pricing requests within ten (10) business days of receipt of request.

(C) JIB will program the tax rates for each Restaurant when and if it receives official notification of tax rate changes from the Franchisee, butFranchisee is responsible for ensuring that all tax rate information in the menu management system is accurate and in compliance with all applicable tax laws. Any requests to change menu information that results in a tax rate change will be classified as a non-standard request and may require up to ten (10) business days to process.

(D) JIB may update or change: menu items, promotions, product descriptions, "voice of the guest" frequency changes, coupons and discounts, kiosk systems, training modes, biometrics, outside order takers, electronic benefit transfer systems (EBT), foreign currencies, recipes, ingredients and preparation updates used for back office applications.

(E) Franchisee is required to designate its representatives who are authorized to submit requests for non-standard special menu programming and price changes. The designation will become effective upon receipt. JIB may limit the number of representatives Franchisee may designate. Franchisee may change any of its designated representatives by providing five (5) business days advance written notice to JIB.

2. SOFTWARE AND RELATED DOCUMENTATION

2.1 **Description of Software**. The "Software" means computer software programs, whether developed and owned by JIB or such other Third-Party, licensed to JIB, or licensed or sublicensed to Franchisee, and includes any related documentation, machine-readable code, intermediate code or interpreted form, and all corrections, modifications and enhancements to such programs. Software does not include source code.Franchisee must use Software required by JIB and may elect to use any Software designated by JIB as optional. Failure to use any of the required Software constitutes a breach of this Agreement.

2.2 **Grant of License**. Subject to the limitations and conditions contained in this Agreement or in the Franchisee Business Manual (including the payment of any applicable fees), JIB grants to Franchisee a non-exclusive, non-transferrable limited licenses to use the Software for the internal operation of Franchisee's Restaurant business ("Software License"). All use of the Software shall be in accordance with its additional applicable licensing requirements, if any.

2.3 **Term and Termination of Software Licenses**. Unless otherwise specified, the term each Software License begins when the Software is delivered to Franchisee, provided access to it by JIB, and/or installed as part of the Technology System, and is effective until terminated by JIB, the expiration or termination of this Agreement, or the Franchise Agreement is terminated, whichever occurs first.

Franchisee may terminate the Software License for any optional, but nor required, Software at any time by providing thirty (30) days' written notice to JIB, and by turning off or returning the optional Software, together with all copies in any. At JIB's option, Franchisee may destroy, rather than return, the optional Software and certify in writing as to its proper destruction and discontinuation of use.

2.4 **Limitations on Use of Software**. Franchisee must ensure that all Software is used exclusively in connection with the operation of Franchisee's Restaurant(s) and only in the manner expressly permitted by the terms of this Agreement. Franchisee may not use, copy, or otherwise transfer any Software, or any copy of any Software, in whole or in part, except as expressly provided for in this Agreement. Franchisee may not, and Franchisee may not allow others to, disassemble, decompile, or otherwise reverse engineer any Software. Transferring

possession of any copy, modification, or merged portion of Software to another party is a breach of this Agreement.

2.5 **No Other Software Permitted**. The Software specified by JIB is the only software Franchisee is authorized to install onto or otherwise use in or on the Technology System. Operation of other software may cause damage to or loss of the Software or its data and is a breach of this Agreement.

2.6 **Changes to Software**. JIB may change its Software requirements at any time, in its sole discretion. Any other software, software derivatives, or software components licensed to Franchisee will be documented in a separate agreement, a separate supplement to this Agreement, or publication of the change in the Franchise Business Manual. JIB will give Franchisee thirty (30) days' advance written notice of any change in Software requirements.

2.7 **Title to Software and Related Materials**. Title to the source code, Software and its related documentation (including, but not limited to: originals, copies, translations, compilations and partial copies, and its derivatives) will not pass to Franchisee, But title to the media (if any) on which Software is recorded and transmitted will pass to Franchisee. Franchisee must not make any improvements to the Technology System.

2.8 **Software.** The Software may only be used for obtaining or maintaining data, and nothing in the Software is intended to restrict or influence Franchisee's rights to establish and control its policies and procedures relating to employment matters or any other matters that are subject to federal, state, or local laws and regulations. Franchisee is solely responsible for ensuring Franchisee's compliance with all applicable laws. JIB recommends that Franchisee seek the advice of counsel in using the Software, in setting all Software configurations, choosing pricing and sales tax rates and similar activities. JIB may, from time to time, provide information to Franchisee about Software capabilities and configurations; however JIB makes no representations or warranties regarding the accuracy of that information.

3. HARDWARE

3.1 **Description of Hardware**. Franchisee shall install and use any computer or technology-related equipment (Hardware) designated as required by JIB

3.2 **Requirements for Use**. Franchisee is responsible for:

(A) any and all site preparation necessary for use of the Technology System, including dedicated electrical connections with power protection, telephones and telephone lines;

(B) using the JIB-specified communication equipment for the polling and transmission of data;

(C) using the JIB-approved e-mail and other communication-related equipment and/or services, and such other computer-related accessories or peripheral equipment as JIB may specify;

(D) the proper installation of the Technology System;,

(E) obtaining any permits, inspections, safety tests and licenses required; and

(F) the payment of all taxes and fees in connection with site preparation, Technology System purchases, installation and operation.

3.3 **Labeling of Equipment**. Upon JIB's request, Franchisee will plainly, permanently and conspicuously mark the Technology System and any Leased Equipment (as defined below) by stenciling or by affixing a metal tag or plate to the Leased Equipment, indicating the interest of any owner, whether JIB or a third-party vendor ("Owner"), in the Technology System and/or any equipment leased for use with the Technology System ("Leased Equipment"). JIB may also create a document or database which specifies any Leased Equipment ("Leased Equipment Schedule") that identifies Leased Eqiupment by serial number or other identifying data. Franchisee will not remove or deface any marking or labels affixed to the Technology System and/or any Leased Equipment, and will replace any such stenciling, tag or plate that may be removed or destroyed or become illegible. Franchisee will keep the Technology System and/or all Leased Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Franchisee or anyone other than its Owner.

4. FILES AND SECURITY

4.1 **Data**. JIB may, at its discretion, transmit certain data electronically to pre-specified JIB Directories. Franchisee may not transmit, alter, add or delete any data, Directory, File, Database, or software program that facilitates the operation of a larger software program ("Dynamic Link Library"). Any such transmission, alteration, addition or deletion to data or the contents or structure of any Directory, File, Database, or Dynamic Link Library may cause errors in the Technology System or prevent the Technology System from functioning properly. Notwithstanding the above, Franchisee may transmit data or information contained in any Directory, File, Database, Dynamic Link Library for the purpose and by means of polling a computer, provided that the polling does not interfere with JIB's polling or alter the data in any way. Franchisee acknowledges that the methods or practices related to data transmission, storage and/or security employed by JIB may not meet Franchisee's requirements or be in compliance with all applicable laws and regulations. Any data hosted or stored by JIB (or through its third-party data hosting and/or storage providers) is for the facilitiation of Services under this Agreement and is not suitable for any third-party or government certification and/or audit. Franchisee is solely responsible for maintaining its own data storage, data retention and other requirements as may be necessary to comply with applicable laws and regulations. Any data hosted or stored on JIB's systems (or through its third-party data hosting and/or storage providers) may be deleted, amended, altered or destroyed by JIB or on JIB's behalf at any time in JIB's sole discretion.

4.2 **Payment Card Industry Data Security Standards**. Franchisee is responsible for the security of information contained in the Technology System. This includes the security of identifying information assigned by a credit and/or debit card issuer that identifies a cardholder's account or other cardholder personal information ("Cardholder Data") if Franchisee accepts credit cards as payment. Franchisee understands that certain equipment covered by this Agreement may contain Cardholder Data. As required by the Payment Card Industry Data Security Standards ("PCI DSS") requirements, Franchiseemust maintain appropriate business continuity procedures and systems to ensure the security of Cardholder Data in the event of a disruption, disaster or failure that would compromise Cardholder Data. In the event of a breach or intrusion of or otherwise unauthorized access to Cardholder Data, Franchisee must immediately notify JIB in the manner required in the PCI DSS requirements and provide an approved third-party full access to conduct a thorough security review following a security intrusion. In the event of termination or expiration of this Agreement, Franchisee and its respective successors and permitted assigns shall ensure compliance with PCI DSS requirements even after expiration of this Agreement.

4.3 **Security and Password Protection**. Franchisee must ensure that only authorized users have access to any user identifications and/or passwords for use in connection with the Technology System, and must not disclose such user identifications and/or passwords to any other individual. Franchisee acknowledges and agrees that it is solely responsible for strictly maintaining the confidentiality and integrity of such user identifications and/and passwords and for all activities that occur under all user identifications and /or passwords assigned to Franchisee or any of its employees. Franchisee must ensure that user identifications and/or passwords are not re-assigned, transferred or otherwise used by any other person than to whom the user identification and/or password was assigned by JIB. Access to the Technology System may not be shared with any other person or entity. JIB shall not be responsible for any third-party access to accounts assigned to Franchisee or any of its employees when such access results from theft or misappropriation of such accounts. Franchisee must notify JIB immediately in writing if the security or integrity of an identification or password has been compromised. JIB reserves the right, in its sole discretion, to refuse or terminate access to any part of the Technology System, terminate accounts, and to remove and/or edit content posted on any part of the Technology System without notice to Franchisee.

4.4 **Links to third-party sites/services**. Parts or components of the Technology System may contain links to other websites ("Linked Sites"). The Linked Sites are not under JIB's controland JIB is not responsible for the content of any Linked Sites, including, without limitation, any link contained in a Linked Site or any changes or updates to Linked Sites. JIB provides these links to Franchisee only as a convenience, and the inclusion of any link does not imply endorsement by JIB of the Linked Site, its content, or any association with its operators.

4.5 **Limitations**. Franchisee will not use the Technology System for any purpose that is unlawful or prohibited by this Agreement. Franchisee may not use the Technology System in any manner which could damage, disable, overburden, or impair the Technology System in any way or interfere with any other party's use of the Technology

System. Franchisee may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Technology System.

4.6 **Intellectual Property Rights**. All Software and content included as part of the Technology System, including text, graphics, logos, documents, and images, , is the property JIB or its suppliers and protected by Copyright and other laws that protect intellectual property and proprietary rights. Franchisee agrees to observe and abide by all Copyright and other proprietary notices, legends, or other restrictions contained in any such content and will not make any changes thereto. Franchisee will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, included as part of the Technology System. Use of the Technology System does not entitle Franchisee to make any unauthorized use of any protected content, and in particular, Franchisee will not delete or alter any proprietary rights or attribution notices in any content. Franchisee will use protected content solely for the purposes specified in this Agreement and will make no other use of the content without the express written permission of JIB and the Copyright owner. It is expressly agreed and understood that Franchisee does not acquire any ownership rights in any protected content. JIB does not grant Franchisee any licenses, express or implied, to the intellectual property of JIB or JIB's licensors except as expressly authorized by this Agreement.

4.7 **Use of Communication Services**. The Technology System may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable Franchisee to communicate with the public at large or with a group (collectively, "Communication Services").

(A) Franchisee agrees to use the Communication Services only to post, send and receive messages and materials that are proper and related to the particular Communication Service. Franchisee, including its employees, will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, material or information; upload files that contain software or other material protected by intellectual property law (or by rights of privacy of publicity) unless Franchisee owns or controls the rights thereto or has received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to see or buy goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that Franchisee knows, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

(B) JIB has no obligation to monitor the Communication Services but reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. JIB reserves the right to terminate Franchisee's access to any or all of the Communication Services at any time without notice for any reason whatsoever.

(C) JIB reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in JIB's sole discretion.

(D) Franchisee must not post or provide any personally identifying information in any Communication Service unless absolutely necessary and only if Franchisee has taken reasonable precautions to safeguard such information.

(E) JIB does not control or endorse the content, messages or information found in any Communication Service and, therefore, JIB specifically disclaims any liability with regard to the Communication Services and any actions resulting from Franchisee's participation in any Communication Service.

(F) Information posted on the Technology System may contain material that is not expressly authorized by JIB, and therefore such content may not be relied on as approved or authorized by JIB.

(G) Content uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination and Franchisee is responsible for adhering to such limitations before uploading content.

4.8 **Content provided to JIB or posted on the Technology System**. JIB does not claim ownership of the content provided to JIB by Franchisee or its employees (including feedback and suggestions), or content posted, uploaded, input or submitted to the Technology System (including the Communication Service) or any of JIB's associated services (collectively "Submissions"). However, by providing, posting, uploading, inputting, or submitting Submissions, Franchisee grants JIB and its subsidiaries a non-exclusive, transferrable, fully-paid up license to use the Submissions in connection with the operation of JIB's businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat such Submission; and to publish Franchisee's name in connection with such Submission. No compensation will be paid for JIB's use of any Submission. JIB is under no obligation to post or use any Submission that Franchisee may provide and may remove any Submission at any time in JIB's sole discretion. By providing, posting, uploading, inputting, or submitting any Submissions, Franchisee warrants and represents that Franchisee owns or otherwise controls all of the rights to such Submissions as described in this section including, without limitation, all the rights necessary for Franchisee to provide, post, upload, input or submit the Submissions.

4.9 **Discarding of Equipment**. Prior to discarding any part of the Technology System, Franchisee must ensure that all Cardholder Data, personally identifiable information, and all such other Confidential Information is removed and/or destroyed in order to ensure that such information cannot be retrieved. Requirements may include "wiping" or physical destruction of any hard drives or memory. Any credit Cardholder Data on electronic media must be either a) rendered unrecoverable so that it cannot be reconstructed via a secure wipe program in accordance with industry-accepted standards for secure deletion or b) otherwise physically destroyed (for example, degaussing).

5. **EQUIPMENT LEASING.** As an accommodation, and for Franchisee's convenience in the operation of JACK IN THE BOX® branded restaurants, JIB may lease equipment, whether owned by JIB or a third party under the terms of a master lease agreement, to Franchisee under a separate equipment lease agreement.

6. **PURCHASE REQUISITIONS**

6.1 **Franchisee Requisitions**. Franchisee and its designated representatives are authorized to procure and/or lease from JIB, or through a JIB-approved vendor, certain hardware, software, other equipment, training materials, other materials, services, and/or training ("Goods/Services"). Payment for all Goods/Services ordered by or accepted by Franchisee or its designated representatives ("Purchase Requisition") will be the responsibility of Franchisee. Franchisee may designate its authorized representatives by providing written notice to JIB, which will become effective upon receipt. Any such change will not be effective for any Purchase Requisition (hereinafter defined) received, purchases made or expenses incurred by JIB pursuant to the direction of Franchisee's designated representative before JIB received written revocation of authorization. JIB may limit the number of representatives that Franchisee may designate and may require Franchisee to submit a Purchase Requisition in writing.

JIB's receipt of a Purchase Requisition from Franchisee constitutes authorization for JIB to enter into binding agreements with third-parties to obtain and deliver the Goods/Services ordered; Franchisee's agreement to sign and return to JIB any applicable receipt, delivery and/or acceptance documentation upon delivery of the Goods/Services; and, Franchisee's agreement to promptly pay the Procurement Price (hereinafter defined) for such Goods/Services ordered.

6.2 **Cancellation of Purchase Requisition**. No Purchase Requisition submitted by Franchisee and received by JIB may be cancelled or modified in any respect except in writing by by an officer of JIB. Franchisee shall pay all handling charges, transportation expenses and restocking charges incident to any such cancellation or change.

6.3 **Indebtedness to JIB**. Upon JIB's receipt of a Purchase Requisition, Franchisee must pay: the principal amount of the purchase price or lease amount for any Goods/Services ordered; any mark-up specified; and, the amount of

all freight charges, taxes, brokerage fees, and other fees incidental to the purchase, lease, delivery and/or performance in providing the Goods/Services (all collectively referred to as the "Procurement Price").

Franchisee hereby grants to JIB a security interest in the personal property purchased and/or leased through a Purchase Requisition, together with the proceeds, any replacements, accessions or additions (which property is for the purposes of this Sectionhereinafter referred to as the "Collateral").

6.4 Until the Procurement Price is paid in full, Franchisee warrants that it will:

(A) properly maintain, repair and preserve the Collateral and insure the same against loss;

(B) pay all taxes that may become a lien on the Collateral;

(C) make no sale, contract to sell, lease, encumbrance or other disposition of the Collateral;

(D) execute any additional agreements, assignments or documents that may be deemed necessary or advisable by JIB to accomplish the purpose of this Agreement and to protect the Collateral.

7. FEES AND INVOICING

7.1 **Fees**. Any and all fees payable by Franchisee to JIB shall be set forth in Exhibit A and/or in the Franchise Business Manual. JIB may increase the fees for any equipment, software, service and/or lease provided under this Agreement upon thirty (30) days' advance notice before the effective date of the increase. JIB may change the fees and/or fee structure at any time upon thirty (30) days' advance notice before the effective date of the change, and future technology enhancements or improvements will likely result in an increase in fees.

7.2 **Late Fees**. If any fee required under this Agreement is not paid by its due date, Franchisee agrees to pay a late fee on the overdue balance at the rate established by JIB's then-current credit policy, not to exceed the maximum percentage allowed by law.

7.3 **Invoices**. JIB will invoice Franchisee in accordance with its standard invoicing procedures. All payments will be paid to JIB by ACH or such other method specified by JIB in writing, so as to constitute immediately available funds. All payments will be paid free and clear of all claims, demands, or setoffs against JIB. JIB may alter the method of invoicing and/or payment under this Agreement upon thirty (30) days' written notice to Franchisee.

7.4 **Taxes**. Franchisee covenants and agrees to pay when due or reimburse and indemnify and hold JIB harmless from and against all taxes, excise, sales, use, property, purchase, lease, possession or other taxes, duties, tax penalties, interest or amounts in lieu thereof, fees or other charges of any nature whatsoever (together with any related interest or penalties not arising from negligence on the part of JIB) now or hereafter imposed or assessed during the Term of this Agreement against JIB, or Franchisee, or against the Technology System, by any Federal, state, county, municipality or local government authority or other political subdivision authority or upon the order, purchase, sale, ownership, delivery, shipment, insurance, lease, possession, use, operation, return or other disposition thereof or upon the rents, receipts or earnings arising therefrom or upon or with respect to the Technology System (excepting only Federal, state, local taxes based on or measured by the net income of the Owner or an Assignee). Franchisee must pay or reimburse JIB for amounts equal to any such taxes, exclusive of taxes based on JIB's net income. Notwithstanding the foregoing, unless otherwise specified herein, JIB will be responsible for the filing of all personal property tax returns with respect to the Equipment leased from JIB and will make initial payment of taxes indicated thereon. Franchisee will reimburse JIB as directed by JIB, for all such taxes within ten (10) days of receipt of JIB's invoice therefore.

7.5 **JIB Credit Approval**. JIB may extend credit terms to Franchisee for any lease, purchase or offer of services made to Franchisee under this Agreement. JIB will only lease, procure equipment, or provide services upon approval and extension of credit terms to Franchisee. JIB's credit approval may be withdrawn at any time.

7.6 **JIB as Billing Agent**. In some cases, JIB may act as a billing agent for a third-party to send invoices to and accept payments from Franchisee. If JIB is a billing agent for a third-party, such payments must be made in accordance with the terms of this Agreement.

8. **REPRESENTATIONS AND WARRANTIES.** Franchisee hereby represents, warrants and covenants that, with respect to this Agreement:

(A) the execution, delivery and performance thereof by the Franchisee has been duly authorized by all necessary corporate action;

(B) the individual executing such was duly authorized to do so;

(C) they constitute legal, valid and binding agreements of Franchisee enforceable in accordance with their respective terms; and

(D) Franchisee shall furnish, upon reasonable request by JIB, audited financial statements for the most recent period.

9. **DISCLAIMER OF ANY OTHER GUARANTEES/WARRANTIES**

9.1 **AS TO THE TECHNOLOGY SYSTEM**. JIB is not responsible for failures in the Technology System. JIB will not be liable for expenses, losses or any damages of any kind, including but not limited to the repair or replacement expenses, lost credit card sales, or lost profits in connection with or directly or indirectly resulting from such failures. Franchisee's sole remedy, if any, lies with the manufacturer, distributor or other third-party from whom JIB obtained or accessed any part of the Technology System.

9.2 **AS TO THE SOFTWARE**, FRANCHISEE ASSUMES RESPONSIBILITY FOR THE SOFTWARE TO ACHIEVE ITS INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM ANY SOFTWARE. ALL SOFTWARE IS PROVIDED "**AS-IS**" AND NEITHER JIB NOR THE SOFTWARE'S AUTHOR MAKE ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH FRANCHISEE. NEITHER JIB NOR THE SOFTWARE'S AUTHOR WARRANT THAT THE FUNCTIONALITY CONTAINED IN ANY SOFTWARE WILL MEET ALL OF FRANCHISEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

9.3 **AS TO EQUIPMENT LEASED FROM JIB OR PURCHASED THROUGH JIB**, JIB MAKES NO REPRESENTATION OR WARRANTY, ORAL, STATUTORY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS OR CAPACITY OR DURABILITY FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL, OR WORKMANSHIP OF THE EQUIPMENT. THE EQUIPMENT IS PROVIDED "**AS-IS.**" FRANCHISEE ASSUMES RESPONSIBILITY FOR THE EQUIPMENT TO ACHIEVE ITS INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM ANY EQUIPMENT. JIB NEITHER ASSUMES NOR AUTHORIZES ANYONE TO ASSUME FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE EQUIPMENT OR ITS SALE, DELIVERY, INSTALLATION, OPERATION OR USE. JIB IS NOT THE MANUFACTURER, DISTRIBUTOR OR SUPPLIER OF ANY EQUIPMENT, BUT IS AGREEING TO ACT AS AGENT FOR THE FRANCHISEE UNDER THIS AGREEMENT AND ONLY AS AN ACCOMODATION TO FRANCHISEE.

9.4 **AS TO TECHNICAL SUPPORT SERVICES PROVIDED BY JIB**, JIB AND ITS EMPLOYEES OR AGENTS HEREBY DISCLAIM ANY AND ALL ORAL, STATUTORY OR IMPLIED WARRANTIES FOR TECHNICAL SUPPORT SERVICES COVERED BY THIS AGREEMENT. NEITHER JIB NOR ANY OF ITS EMPLOYEES, CONTRACTORS, OR AGENTS MAKE ANY WARRANTY OR REPRESENTATION OF THE RESULTS TO BE OBTAINED FROM ANY TECHNICAL SUPPORT SERVICES UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OR REPRESENTATIONS THAT THE TECHNICAL SUPPORT SERVICES PROVIDED UNDER THIS AGREEMENT WILL RESOLVE PROBLEMS, LOCATE FAULTY EQUIPMENT OR ISOLATE ERRORS IN THE EQUIPMENT. JIB NEITHER ASSUMES NOR AUTHORIZES ANYONE TO ASSUME ON BEHALF OF JIB, ANY OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TECHNICAL SUPPORT SERVICES.

9.5 EACH OF THE FOREGOING IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

10. PATENT AND COPYRIGHT INFRINGEMENT.

10.1 Except as may expressly provided for in this Agreement, JIB will defend any action brought against Franchisee to the extent that the claim is based upon a claim that JIB-owned Software licensed under this Agreement and used within the scope of the Software License granted to Franchisee under this Agreement infringes a United States copyright or United States patent. JIB will pay resulting costs, damages and legal fees finally awarded against Franchisee in such action that are attributable to such claim, provided that: i) Franchisee notifies JIB promptly in writing of any claim; ii) JIB has sole control of the defense of any such claim and all related settlement negotiations; and iii) Franchisee promptly provides to JIB all information known to Franchisee relating to any such claim and cooperates with JIB and its agents in the settlement and/or defense.

10.2 If any JIB-owned Software licensed to Franchisee by JIB hereunder becomes, or in JIB's opinion is likely to become, the subject of a claim of infringement of a United States copyright or United States patent, JIB may replace or modify it to make it non-infringing.

10.3 JIB will have no liability for, and Franchisee will indemnify and hold harmless JIB from and against, any claim based upon the use of an outdated or altered release of any JIB-owned Software; or the use, operation or combination of any JIB-owned Software with any non-JIB Software or other equipment if such infringement would have been avoided but for such use, operation or combination. It is understood and agreed that for purposes of the foregoing exception, the current, unaltered versions of the JIB-owned Software is the version originally delivered to Franchisee.

10.4 The foregoing states the entire liability of JIB with respect to infringement of copyrights or patents for JIB-owned Software.JIB shall have no liability, direct or otherwise to Franchisee for any non JIB-owned Software, whether or not licensed by JIB under this Agreement to Franchisee.

11. INDEMNIFICATION

11.1 Franchisee will and hereby agrees to indemnify, defend and hold the Owner or any Assignee harmless from and against any and all liabilities, losses, claims, costs, expenses, damages, liabilities, demands and obligations (including reasonable attorneys' fees) arising from or relating to:

(A) the negligence or willful misconduct of Franchisee or its employees or agents; and,

(B) Franchisee's breach of the terms and conditions of this Agreement; and,

(C) Franchisee's violation of any law, treaties or other rules or regulations that may relate to this Agreement, including the rights of third-parties; and,

(D) the manufacture, ownership, selection, possession, lease, rental, operation, installation, control, use, maintenance, delivery, return or other disposition of any and all software, hardware, and/or other equipment serviced, loaned or used in connection with Franchisee's Restaurant business; and,

(E) any and all services on or for software, hardware or equipment at or in connection with Franchisee's Restaurant business; and,

(F) Franchisee's use of or inability to use the Technolgy System or any Services; and,

(G) any postings or Submissions made by Franchisee; and,

(H) the selection, performance, or non-performance of other services covered by this Agreement.

11.2 Notwithstanding the foregoing, Franchisee will not be responsible under the terms of this Section to JIB for any claims, costs, expenses, damages, liabilities, demands and obligations occasioned by the gross negligence or willful misconduct of JIB.

11.3 JIB reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Franchisee, in which event Franchisee will fully cooperate with JIB in asserting any available defenses.

11.4 This Section supplements, rather than replaces, the indemnity obligations provided in any Franchise Agreement and other contracts entered into by Franchisee with JIB. The provisions of this paragraph survive the termination of this Agreement with respect to events occurring prior to such termination.

12. LIMITATIONS ON LIABILITIES AND REMEDIES FOR DEFAULT

12.1 JIB's entire liability and Franchisee's exclusive remedies will be as follows:

(A) **Technical Support Services**. With respect to the performance or non-performance of Technical Support Services provided by JIB to Franchisee, Franchisee's exclusive remedy is for JIB to re-perform such services at JIB's expense.

(B) **Media**. With respect to defective media, JIB will replace media supplied by JIB to Franchisee, upon return of such defective media by Franchisee to JIB.

(C) **Software**. With respect to the performance or non-performance of Software offered by JIB and used by Franchisee, Franchisee's exclusive remedy is the correction or bypass by JIB of Software defects if, in JIB's determination, such correction or bypass is reasonably feasible.

12.2 IN NO EVENT WILL JIB, ITS AGENTS, AUTHORS, OWNERS AND/OR ASSIGNS BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, INCLUDING ANY LOST SALES, LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR INDIRECT DAMAGES ARISING OUT OF TECHNICAL SUPPORT SERVICES PROVIDED BY JIB, TECHNICAL SUPPORT SERVICES JIB FAILED TO PROVIDE, USE OR INABILITY TO USE ANY SOFTWARE, ANY TECHNCIAL SUPPORT SERVICE PROCEDURES PERFORMED AT FRANCHISEE'S REQUEST OR OTHERWISE, OR FOR THE TECHNOLOGY SYSTEM OR ANY COMPONENT THEREOF. THIS APPLIES EVEN IF JIB, ITS AGENTS, AUTHORS, OWNERS AND/OR ASSIGNS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

12.3 IN NO EVENT SHALL JIB BE RESPONSIBLE FOR ANY DAMAGES OR CLAIMS IN CONNECTION WITH RESIDENT DATA OR DATA ERASURE, INCLUDING WITHOUT LIMITATION, THE SUFFICIENCY OF ANY DATA ERASURE PROCEDURES OR SERVICES, ANY ALLEGED OR ACTUAL VIOLATION OF PRIVACY LAWS, LOST OR COMPROMISED PROPRIETARY INFORMATION, LOSS OF SALES, LOSS OF PROFITS, BUSINESS OR USE, OR INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, AND FRANCHISEE SHALL INDEMNIFY, DEFEND AND HOLD JIB HARMLESS FROM AND AGAINST ANY SUCH DAMAGES AND CLAIMS. JIB MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO DATA ERASURE OR THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY DATA ERASURE PROCEDURES OR SERVICES.

12.4 JIB WILL NOT BE LIABLE, TO ANY EXTENT WHATSOEVER, FOR THE SELECTION, QUALITY, CONDITION, MERCHANTABILITY, SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, ACCURACY, FITNESS, OPERATION OR PERFORMANCE OF THE TECHNOLOGY SYSTEM. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, JIB WILL NOT BE LIABLE TO FRANCHISEE FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE (INCLUDING STRICT LIABILITY IN TORT) CAUSED, DIRECTLY OR INDIRECTLY, BY TECHNOLOGY SYSTEM OR ANY INADEQUACY THEREOF FOR ANY PURPOSE, OR ANY DEFICIENCY OR DEFECT THEREIN, OR THE USE OR MAINTENANCE THEREOF, OR ANY REPAIRS, SERVICING OR ADJUSTMENTS THERETO; OR ANY DELAY IN PROVIDING OR FAILURE TO PROVIDE ANY PART THEREOF, OR ANY INTERRUPTION OR LOSS OF SERVICE OR USE THEREOF, OR ANY LOSS OF BUSINESS, OR ANY DAMAGE WHATSOEVER AND HOWSOEVER CAUSED EXCEPT THAT JIB WILL BE LIABLE FOR ANY SUCH LOSS OR DAMAGE CAUSED BY THE WILLFUL MISCONDUCT OF JIB,

OR ITS AGENTS AND REPRESENTATIVES. AS TO JIB, FRANCHISEE ACKNOWLEDGES THAT THE TECHNOLOGY SYSTEM PROVIDED IS ENTIRELY SUITABLE FOR FRANCHISEE'S PURPOSES.

12.5 THE LIABILITY OF JIB TO FRANCHISEE FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WILL BE LIMITED TO THE LESSER OF:

(A) ONE THOUSAND DOLLARS ($1,000.00); OR,

(B) THE ANNUAL SERVICE FEE FOR THE TECHNCAL SUPPORT SERVICE THAT IS ALLEGED TO HAVE CAUSED THE DAMAGES; OR,

(C) THE MONEY OTHERWISE PAID FOR THE TECHNICAL SUPPORT SERVICE THAT IS ALLEGED TO HAVE CAUSED THE DAMAGES.

12.6 The above limitation may not apply in states and/or jurisdictions that do not allow the exclusion or limitation of liability for consequential or incidental damages.

13. DEFAULT; REMEDIES UPON DEFAULT

13.1 **Default by Franchisee**. The occurrence of any one or more of the following events shall constitute a default by Franchisee:

(A) Franchisee's failure to pay when due any payment and such failure continues for a period of ten (10) days; or,

(B) any failure by Franchisee to perform or comply with any other term, covenant, condition or obligation under this Agreement or the inaccuracy in any material respect of any representation or warranty made by Franchisee in connection therewith, which inaccuracy shall continue for a period of thirty (30) days after notice; or,

(C) any loss, theft, substantial damage or destruction of any equipment purchased or leased under this Agreement for which JIB is not yet fully paid, or the issuance of attachment, levy, garnishment or judicial process with respect to that equipment; or,

(D) any use or intended use of the equipment purchased or leased, or Software provided under this Agreement by Franchisee other in the context of normal Restaurants operations; or,

(E) the making of an assignment by Franchisee for the benefit of its creditors; or the admission by Franchisee in writing of its inability to pay its debts as they become due; or the seeking or consenting by Franchisee to, or acquiescence by Franchisee in, the appointment of any trustee, receiver or liquidator of Franchisee, or of all or any substantial part of the properties of Franchisee, or its property or a bulk transfer of Franchisee's equipment, furniture, fixtures, inventory or other personal property; or the insolvency of Franchisee; or the filing by Franchisee of a voluntary petition in bankruptcy, or the adjudication of Franchisee as a bankruptcy, or the filing by Franchisee of any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law or regulation, or the filing of any answer by Franchisee admitting, or the failure by Franchisee to deny the material allegations of a petition filed against it for any such relieve; or the commission by Franchisee of any act of bankruptcy as defined in the Federal Bankruptcy Act, as amended; or,

(F) the failure by Franchisee within sixty (60) days after the commencement of any proceeding against Franchisee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law or regulation, to obtain the dismissal of such proceeding or, within sixty (60) days after the appointment without consent or acquiescence of Franchisee, of any trustee, receive or liquidator of Franchisee or of all or any substantial part of the properties of Franchisee, to vacate such appointment; or,

(G) JIB deeming itself insecure, believing in good faith that the prospect of Franchisee's payment of indebtedness hereunder (or any portion thereof) or of performance of this Agreement is impaired; or,

(H) any default under the terms of any other Franchise Agreement, Franchise Lease Agreement, development agreement, note, or any agreement or account for the purchase of product or services between JIB and Franchisee.

13.2 **JIB's Remedies Upon Default by Franchisee**. Upon Default by Franchisee, JIB, at its option, may:

(A) proceed by appropriate court action or actions at law and/or in equity to enforce performance by Franchisee of the applicable covenants and terms of this Agreement, and to recover from Franchisee any and all damages or expenses, including reasonable attorney's fees, which JIB shall have sustained by reason of Franchisee's default under this Agreement or in connection with JIB's enforcement of its remedies thereunder; and/or,

(B) terminate this Agreement; and/or,

(C) exercise any and all rights and remedies granted to a Secured Party under the Uniform Commercial Code, including seizure and sale; and/or;

(D) maintain an action to recover damages and expenses.

Franchisee agrees that any seizure may be without notice, demand, court order or other process of law and without liability to Franchisee for any damages occasioned by the seizure. In the event of seizure and sale of any equipment , it is agreed that the proceeds of sale will be applied first to costs of sale and other expenses authorized by the Uniform Commercial Code, including reasonable attorneys' fees; second to service charges on past due payments; and third to other amounts due. Any surplus will be paid to Franchisee or such other person as may be entitled. Franchisee will remain liable for any deficiency, which it must pay to JIB immediately upon demand.

13.3 The remedies described in this Section, to the extent permitted by law, any one of which JIB need not, in its discretion, exercise, shall be deemed cumulative and may be exercised successively or concurrently. Except as set forth in this Section 14.8, and to the extent permitted by applicable law, Franchisee hereby waives any rights now or hereafter conferred by statute or otherwise that may require JIB to sell, lease or otherwise use any Leased Equipment in mitigation of JIB's damage or that may otherwise limit or modify any of JIB's rights or remedies.

14. TERM AND TERMINATION. This Agreement becomes effective as of the Effective Date and will remain in effect until terminated. JIB may terminate this Agreement or suspend any services under this Agreement in the case of default or by providing ninety (90) days' written notice to Franchisee. Franchisee may terminate any optional services with ninety (90) days' written notice to JIB.

15. GENERAL PROVISIONS

15.1 **Access to Equipment.** Upon reasonable notice to Franchisee, Franchisee must allow JIB, the Owner, and/or an Assignee access to a Restaurant and Franchisee's main business office, provided that such office is used primarily for JACK IN THE BOX® branded business purposes, during normal business hours for the purpose of inspecting the condition of the Technology System and/or to prepare for, or install any new equipment or perform service pursuant to this Agreement, or, if this Agreement expires or is terminated, to remove and/or disable any other equipment owned by JIB, such Owner, and/or any Assignee.

15.2 **Confidentiality of Technology System**. Franchisee acknowledges that JIB and the software authors have expended considerable time and money to develop the Technology System, the content of which is not generally known by others, and JIB the software authors wish to maintain the confidentiality of the Technology System. Accordingly, Franchisee must not at any time disclose the content of any part of the Technology System (including, but not limited to the password(s) necessary to obtain access to and use the Technology System) to any person, firm, organization or employee that does not need to obtain access to the Technology System to assist with the operation of the Restaurant(s), and Franchisee may not provide or allow access to or use of the

Technology System to any third party without JIB's prior written approval. Franchisee also may not use the Technology System for the benefit of any third-party. This non-disclosure provision supplements, rather than replaces, Franchisee's obligation not to disclose or use JIB Confidential Information, as set forth in any Franchise Agreement or other agreement or documentation signed by Franchisee. This non-disclosure provision survives the termination of this Agreement, regardless of the reason for the termination.

15.3 **Third-Parties**. Franchisee authorizes JIB to provide Franchisee's name, telephone number, email address and/or other contact information to JIB-authorized third-party service providers for the purpose of facilitating the procurement of (including the lease of), hardware, software, and other Goods/Services, on behalf of Franchisee.

15.4 **Disaster Recovery Kit**. Franchisee shall keep a disaster recovery kit, which must be maintained and kept in the same location as the Technology System.

15.5 **Sales Data.** Franchisee must not delete, alter or modify sales data. Franchisee shall not disclose any sales data to any third party without JIB's prior written approval.

15.6 **Non-Specified Features**. Franchisee grants JIB, at JIB's option, the right to remove or deactivate any feature of the Technology System. Such removal or deactivation shall be performed by JIB, the manufacturer or other third-party acceptable to JIB upon the request of JIB, and at a time convenient to Franchisee. Franchisee shall not unreasonably delay the removal of such features.

15.7 **Force Majeure**. JIB will not be liable to Franchisee for failure, delay, hindrance or prevention in performing any of its obligations hereunder if such failure, delay, hindrance or prevention is due to Acts of God, fire, flood, storm, riot, war, terrorism, sabotage, insurrection, explosion, accident, strike, lockout, labor disturbance, government action, law, ordinance or regulation, failure of normal sources of supply, failure of power, or any other contingency beyond its control that would have made performance commercially impracticable, whether or not the contingency is of the same class as those enumerated (each a "Force Majeure Event"). Any Force Majeure Event will be excused for the period of such Force Majeure Event and the period for the performance of the obligations under this Agreement will be extended for a period equivalent to the period of such Force Majeure Event.

15.8 **Notices**. All notices, requests and other communications under this Agreement must be made in writing and will be deemed given if delivered personally, by facsimile transmission, by email, or by certified mail, return receipt requested, addressed as follows:

To: JIB	**To Franchisee:**
JACK IN THE BOX INC.	ENTER FRANCHISE ENTITY NAME
9330 Balboa Avenue	ENTER FRANCHISE ENTITY STREET ADDRESS
San Diego, CA 92123	ENTER CITY, ENTER STATE ZIPCODE
Attn: Legal, Franchise Notifications	Attn: ENTER FRANCHISEE'S NAME
Fax Number: (858) 571-2625	Fax Number: ENTER FRANCHISEE'S FAX NUMBER
	Email: ENTER FRANCHISEE'S EMAIL

Either Party may change its address, fax number or other contact information by giving written notice to the other Party.

15.9 **Assignment**. Franchisee may not assign, sublicense, rent, lease, or otherwise transfer this Agreement, any rights or obligations under this Agreement, the Technology System, or any Leased Equipment without prior written consent of JIB. Any attempt to do so by Franchisee is void and will constitute a breach of this Agreement. JIB may freely assign this Agreement at any time.

15.10 **Third-Party Beneficiaries**. Any third-party Owner, Assignee, or software author is an intended third-party beneficiary of all of the exclusions, limitations, restrictions and conditions imposed in this Agreement to which it is entitled, and will be authorized to enforce the same by direct action.

15.11 **No Waiver**. No omission, or delay, by JIB at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof by Franchisee at any time designated, will be a waiver of any such right or remedy to which JIB is entitled, nor will it in any way affect the right of JIB to enforce such provisions.

15.12 **Binding Nature**. This Agreement will be binding upon, and will inure to the benefit of JIB, Franchisee and their respective successors, legal representatives and permitted assigns.

15.13 **Not a Consumer Contract**. Franchisee agrees that under no circumstances is this Agreement to be construed as a consumer contract.

15.14 **Modification**. This Agreement may not be amended or modified orally. This Agreement may not be modified, terminated or discharged except in writing signed by both Parties. Notwithstanding the foregoing, this Agreement may be modified according to the terms of this Agreement.

15.15 **Severability**. In the event any one or more of the provisions of this Agreement is for any reason as adjudged by a Court of competent jurisdiction to be held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and such judgment will not affect the validity of the remainder of this Agreement and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intent of the Parties underlying the invalid, illegal or unenforceable provision.

15.16 **Headings**. Section headings are for convenience only and shall not be construed as part of this Agreement.

15.17 **Survival of Obligations**. All obligations of JIB and Franchisee which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

15.18 **Compliance with Laws**. Franchisee acknowledges that it is required to comply with all laws, ordinances and regulations applicable to its restaurant operations and Franchisee is solely responsible for the safety, security and personnel policies, rules and procedures in franchised restaurants. JIB assumes no duties in that regard.

15.19 **Choice of Law**. This Agreement will be governed and construed under the laws of the State of California, without regard to any California conflict of law provisions.

15.20 **Jurisdiction and Venue**. The Parties to this Agreement hereby submit to the jurisdiction of the State of California, and any litigation arising out of or related to this Agreement will take place in San Diego County, California, which will be the sole proper venue for such action.

15.21 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

15.22 **Entire Agreement**. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, and incorporates or supersedes all other written or oral agreements and understandings, regarding the Technology System and the services specified herein. Neither Party has relied upon any other statement or representation in entering into this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of its Effective Date.

JACK IN THE BOX INC.	ENTER FRANCHISE ENTITY NAME
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A
Fees

This **Exhibit A** is made effective as of ENTER EFFECTIVE DATE ("**Exhibit A Effective Date**") by and between Jack in the Box Inc., and ENTER FRANCHISE ENTITY NAME and is incorporated into and supplemented by the terms of the Master Technology Agreement entered into between the Parties dated ENTER EFFECTIVE DATE ("**Agreement**"). This **Exhibit A** sets for the fees payable from Franchisee to JIB pursuant to the Agreement.

Description of Fees*	One-Time Fee	Monthly Fee	Total Annual Fee	Type of Charge	Comments
Technical Support Service Fees (RTS Call Center Services Fees)	N/A	$129.17	$1,550.00	per Restaurant	Any out-of-scope services provided by JIB shall be billed on a time and materials basis billed at the then current hourly rate in effect, with a **one (1) hour** minimum charge, plus materials. Any out-of-scope services provided by a third-party shall be billed in accordance with such vendor's standard fees.
POS Hardware Maintenance Fee	varies	varies	varies	per Restaurant	Fees are based on the type of equipment and type of services selected.
POS Software License Fee	$1,000.00	N/A	N/A	per Restaurant	Software license fee.
POS Software License Maintenance Fee	N/A	$16.67	$200.00	per Restaurant	Maintenance fee.
Back Office Software License Fee	N/A	$141.67*	$1,700.00*	per Restaurant	Fee to support back-office software applications. *Fee may be increased in Calendar Year 2013 up to $2,800.00 per Site depending on new software implementation schedule.
Email License Fee	N/A	$9.58	$115.00	per account	Software license fee.
Menu Management Fee	N/A	$14.17	$170.00	per Restaurant	For restaurant menu management services.
Next Generation Network (NGN)	$161 to $230 plus tax per restaurant, plus universal service fee set by vendor, if applicable	Monthly	N/A	per Restaurant	Includes broadband connection, managed firewall & network switch, security services, private Wi-Fi, and, if selected, public Wi-Fi and backup network (satellite/4G) connectivity. A purchase option is available, which will require an initial investment of approximately $2,200-$2,800 per restaurant. You are required to use the NGN equipment and services and pay the associated monthly fees. The equipment and services are provided by Hughes Network Systems.
Jack's Ca$h	N/A	$10.00	$120.00	per Restaurant	For processing of Jack Cash gift cards.
Taxes and Freight	varies	varies	varies	per equipment/ services	Taxes may apply on any of the above-related fees, as required by taxing authorities, and are in addition to the fees stated.

* All fees are net of any taxes

IN WITNESS WHEREOF, the Parties the Parties acknowledge that they have read this **Exhibit A** understand it and agree to be bound by its terms and conditions and have caused this **Exhibit A** to be executed by their duly authorized representatives as of its Effective Date.

JACK IN THE BOX INC.	ENTER FRANCHISE ENTITY NAME
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT T

STORED VALUE CARD SERVICE AGREEMENT

STORED VALUE CARD SERVICE AGREEMENT

THIS STORED VALUE CARD SERVICE AGREEMENT ("Agreement") is entered into this ____ day of _____, 20___ between JIB Stored Value Card, LLC ("JIB SVC"), a _____ Company and _____ ("FRANCHISEE").

RECITALS:

1. Jack in the Box Inc. has engaged JIB SVC to initiate a stored value card program, whereby customers of Jack in the Box restaurants may purchase and redeem stored value cards at any participating Jack in the Box restaurant (the "Gift Card Program");

2. FRANCHISEE independently operates one or more Jack in the Box restaurants, and desires to participate in the Gift Card Program.

3. FRANCHISEE desires to use the services of JIB SVC in connection with the conduct of its business activities related to the administration of a Gift Card Program on the terms and conditions set forth herein.

Now therefore, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

ARTICLE I

Retention of Services and Term Agreement

1.1 Retention. FRANCHISEE hereby retains the services of JIB SVC, and JIB SVC agrees to provide the services described herein.

1.2 Term. The term of this Agreement shall begin on _____, and continue until terminated by either party. Termination by one party shall be effective ten calendar days after the date of mailing a written notice of termination to the other party.

ARTICLE II

Power and Duties of JIB SVC

2.1 Powers of JIB SVC Subject to such limitations as may be imposed by law or this Agreement, JIB SVC is hereby authorized and empowered, in the name of and on behalf of FRANCHISEE, to manage the Gift Card Program as it deems reasonably necessary and appropriate, including but not limited to: (a) managing contracts with outside vendors for the tracking functions associated with the issuance and redemption of the Gift Card Program; and (b) establishing policies and procedures with respect to the operations, marketing, banking, accounting, financial controls, and other activities of the Gift Card Program.

2.2 Duties of JIB SVC

JIB SVC shall:

a) render or cause to be rendered such accounting services, financial controls, legal, technical and other services as it deems necessary or appropriate in the management of the Gift Card Program;

b) facilitate cash transfers between FRANCHISEE's bank account and JIB SVC's bank account to the extent of stored value card activations, redemptions, and other transactions requiring the transfer of cash. To enable JIB SVC to perform such services, FRANCHISEE agrees to execute and deliver such authorizations and other instruments as JIB SVC may require, including but not limited to the authorization attached hereto as Exhibit A.

c) prepare and furnish to FRANCHISEE such information and reports concerning the conduct of the business and affairs of the Gift Card Program as FRANCHISEE shall reasonably request;

d) render such reports and make such periodic and other filings regarding the Gift Card Program as may be required under applicable federal, state and local laws, rules and regulations.

ARTICLE III

Duties of Franchisee

3.1 Execution of Authorizations and Agreements. To enable JIB SVC to perform services hereunder and administer the Jack Cash Program, FRANCHISEE agrees to execute and deliver to JIB SVC, JIB SVC's designee or FRANCHISEE's bank, such authorizations and other instruments as JIB SVC may require, including but not limited to the authorization attached hereto as Exhibit A.

3.2 Payments of ACH or other Banking Fees. Any charges imposed by FRANCHISEE's bank, JIB SVC's bank, any governing authority, or any other loss or expense arising out of or incurred in connection with automated electronic withdrawals, deposits, transfers or insufficient funds (including reasonable attorneys' fees) are the responsibility of FRANCHISEE. FRANCHISEE agrees to maintain sufficient funds in his accounts to cover the expenses of the Jack Cash program.

ARTICLE IV

Compensation of JIB SVC

4.1 In consideration of the services provided by JIB SVC hereunder, FRANCHISEE agrees to pay to JIB SVC during the term of this Agreement, a monthly fee in an amount to be determined by JIB SVC in its reasonable discretion (the "Service Fee"). The Service Fee shall be paid monthly in advance on or before the first day of each calendar month during the term of this Agreement. Each payment shall be made to JIB SVC or JIB SVC's designee. The initial Service Fee shall be in the amount of thirty-four dollars ($34.00) per month, and shall remain in that amount until JIB SVC notifies FRANCHISEE of a change in the amount of the Service Fee. Any change in the amount of the Service Fee shall be effective thirty (30) days after notice is given by JIB SVC.

ARTICLE V

Liability of JIB SVC; Indemnification

5.1 Judgments in Good Faith. Notwithstanding any other provisions contained herein to the contrary, in no event shall FRANCHISEE, or any director, officer, employee, agent, affiliate or shareholder of same make claim against JIB SVC on account of any alleged errors of judgment made in good faith in connection with the provision of services under this Agreement.

5.2 Indemnification. FRANCHISEE is responsible for all losses, damages and liabilities, whether contractual, statutory or otherwise, to third persons arising out of or in connection with the offer, sale, redemption or any use of stored value cards at businesses operated by FRANCHISEE, and for all claims or demands for damages or injury directly or indirectly resulting therefrom. FRANCHISEE on behalf of itself and each of its officers, directors, shareholders, affiliates, partners, agents, employees, heirs, successors and assigns (the "INDEMNITORS") hereby agrees to indemnify and hold harmless JIB SVC and each of its officers, directors, agents, employees, parent corporation and affiliates (the "INDEMNITEES") from any and all claims, demands, costs, losses, damages, liabilities, expenses (including attorneys' fees) judgments, fines and amounts paid in settlement (collectively, "Losses") in connection with claims made by third parties, whether contractual, statutory or otherwise, directly or indirectly arising out of or in connection with the offer, sale, redemption or any use of stored value cards at restaurants operated by INDEMNITORS, unless resulting from the gross negligence or willful misconduct of INDEMNITEES. If such claims are asserted against INDEMNITEES shall notify INDEMNITOR, and INDEMNITOR will assume the defense of such claims. If INDEMNITOR fails to assume the defense, then INDEMNITEES may defend in such manner as it deems appropriate. INDEMNITOR shall reimburse INDEMNITEE for all costs, including attorneys' fees, and the reasonable value of time spent by corporate counsel, incurred by INDEMNITEE in effecting such defense, in addition to any sum which INDEMNITEE or its affiliates may incur by reason of any settlement or judgment. INDEMNITEE's right to defense and

indemnification hereunder shall exist, notwithstanding that its joint or concurrent liability may be imposed on INDEMNITEE by law.

ARTICLE VI

Miscellaneous

6.1 Independent Contractor. Nothing herein shall be construed or deemed to create a joint venture, contract of employment or partnership. JIB SVC SHALL NOT BE LIABLE TO ANY PERSON OR ORGANIZATION FOR ANY DEBT, LIABILITY OR OBLIGATION OF FRANCHISEE INCURRED OR CREATED PURSUANT TO THE AUTHORITY GRANTED IN THIS AGREEMENT OR BY REASON OF ITS MANAGEMENT, DIRECTION OR CONDUCT OF FRANCHISEE 'S OPERATIONS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

FRANCHISEE

By: _____

Date: _____

JIB STORED VALUE CARD, LLC

By: _____

Title: _____

Date: _____

EXHIBIT U

STATE-SPECIFIC ADDENDA AND AGREEMENT AMENDMENTS

STATE-SPECIFIC ADDENDA AND AGREEMENT AMENDMENTS

Each provision of these Addenda to the Disclosure Document and Amendments to the Franchise Agreements, License Agreements and Development Agreements is effective only to the extent (with respect to each provision) that that state franchise law would apply to your franchise or development rights, without reference to the Addenda or Amendments and to the extent that they are then valid requirements of the applicable statute.

We reserve the right to challenge the applicability of any law that declares provisions in the Franchise Agreement, License Agreement Development Agreement or any other agreement void or unenforceable.

CALIFORNIA DISCLOSURE ADDENDUM

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the JACK IN THE BOX INC. DISCLOSURE DOCUMENT for use in the State of California is amended to include the following:

1. Our website, www.jackinthebox.com, has not been reviewed or approved by the California Department of Business Oversight. Any complaints concerning the content of the website may be directed to the California Department of Business Oversight at www.dbo.ca.gov.

2. 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.

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

4. YOU MUST SIGN A GENERAL RELEASE IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE § 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE §§ 31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE § 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§ 20000 THROUGH 20043).

5. In Item 3, "Litigation," is amended by adding the following paragraphs:

   Pursuant to California law, this Item does not include any information regarding the arrest of any person(s) that did not result in a conviction or plea of nolo contendere.

   Neither we, nor any person identified in Item 2 above, is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities and Exchange Act of 1934, 15 U.S.C. § 78a, et seq.) suspending or expelling such person from membership in such association or exchange.

6. Item 10, "Financing" is amended to add the following to the first paragraph:

The highest interest rate permitted by law in California is 10% annually.

7. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," is amended by adding the following paragraph(s) to the end of the Item:

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

The Franchise Agreement and Development Agreement provide for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101, et seq.).

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

8. The following is added to Item 19:

The earnings claims figure(s) does not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your (franchised business). Franchisees or former franchisees, listed in the offering circular, may be one source of this information.

9. All the owners of the franchise will be required to execute personal guarantees. This requirement places the personal and marital assets of the franchise owner(s) at risk.

10. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

HAWAII DISCLOSURE ADDENDUM

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the JACK IN THE BOX INC. DISCLOSURE DOCUMENT for use in the State of Hawaii is amended to include the following:

1. The following paragraphs are added to the State Cover Page:

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

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

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

   The name and address of the Franchisor's agent in this state authorized to receive service of process is: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

2. The following paragraph is added at the end of Item 5:

   Based upon the review of Company's audited financial statements (attached as Exhibit A), by the State of Hawaii Hawaii Department of Commerce and Consumer Affairs (the "DOCC"), the DOCC has

required that Company defer the payment of: (1) the development fee until the first restaurant required to be developed under a Development Agreement opens for business; and (2) the pre-opening fees for each Restaurant until the relevant Restaurant opens for business. Upon the opening of the first Restaurant that you develop under the Development Agreement, you must pay to Company the Development Fee. Upon the opening of each Restaurant, you must pay to Company the pre-opening fees for that Restaurant.

3. Item 20 "List of Outlets," is amended by adding the following paragraph:

This proposed registration is effective/exempt from registration or will shortly be on file in California, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Texas, Virginia, Washington, and Wisconsin. No states have refused, by order or otherwise, to register these franchises. No states have revoked or suspended the right to offer these franchises. The proposed registration of these franchises has not been involuntarily withdrawn in any state.

4. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

HAWAII FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the parties to the attached JACK IN THE BOX INC. FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 4. of the Agreement:

   Notwithstanding the foregoing, in the State of Hawaii, JIB will defer the payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, Franchisee shall pay to JIB the Franchise Fee.

2. The following sentence is added to the end of Section 14E, under the heading "Assignment of the Franchise":

   The general release requirement in subsection (iv) above excludes only such claims as Franchisee may have under the Hawaii Franchise Investment Law.

3. The following sentence is added to the end of Section 16E, under the heading "Right of First Refusal":

   The general release requirement in this subsection excludes only such claims as Franchisee may have under the Hawaii Franchise Investment Law.

4. The following new Section 18J is added, under the heading "Termination":

   J. Notwithstanding anything to the contrary in this Section 18, JIB shall comply with Hawaii law which currently requires that JIB compensate Franchisee upon termination or refusal to renew the franchise for the fair market value, at the time of the termination or expiration of the franchise, of any inventory, supplies, equipment and furnishings which were purchased from JIB or a supplier designated by JIB. Personalized materials which have no value to JIB need not be compensated for. If JIB refuses to renew a franchise for the purpose of converting Franchisee's business to one owned and operated by JIB, JIB, in addition, must compensate Franchisee for the loss of goodwill. JIB may deduct reasonable costs incurred in removing, transporting and disposing of Franchisee's inventory, supplies, equipment and furnishings pursuant to these requirements, and may offset any moneys due JIB.

5. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

JACK IN THE BOX INC.	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

HAWAII LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the parties to the attached JACK IN THE BOX INC. LICENSE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

   Notwithstanding the foregoing, in the State of Hawaii, JIB will defer payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening of the Licensed Restaurant, Licensee shall pay to JIB the Franchise Fee.

2. The following sentence is added to the end of Section 14, under the heading "Assignment by Licensee":

3. The following sentence is added to the end of Section 14, under the heading "Assignment by Licensee":

   The general release requirement in subsection (iv) above excludes only such claims as Licensee may have under the Hawaii Franchise Investment Law.

4. The following new Section 15H is added, under the heading "Termination":

   H. Notwithstanding anything to the contrary in this Section 15, JIB shall comply with Hawaii law which currently requires that JIB compensate Licensee upon termination or refusal to renew the franchise for the fair market value, at the time of the termination or expiration of the franchise, of any inventory, supplies, equipment and furnishings which were purchased from JIB or a supplier designated by JIB. Personalized materials which have no value to JIB need not be compensated for. If JIB refuses to renew a franchise for the purpose of converting Licensee's business to one owned and operated by JIB, JIB, in addition, must compensate Licensee for the loss of goodwill. JIB may deduct reasonable costs incurred in removing, transporting and disposing of Licensee's inventory, supplies, equipment and furnishings pursuant to these requirements, and may offset any moneys due JIB.

5. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

JACK IN THE BOX INC.	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

HAWAII DEVELOPMENT AGREEMENT AMENDMENT

In recognition of the requirements of Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the parties to the attached JACK IN THE BOX INC. DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

   Notwithstanding the foregoing, in the State of Hawaii, JIB will defer the payment of the Development Fee until the first Franchised Restaurant that you develop under this Agreement opens for business. Upon the opening of the first Franchised Restaurant, Developer shall pay to JIB the Development Fee.

2. The following sentence is added to the end of Section 10D, under the heading "Non-Assignability":

   The general release requirement in subsection (iii) above excludes only such claims as Developer may have under the Hawaii Franchise Investment Law.

3. The following new Section 15D is added:

   D. Notwithstanding anything to the contrary in this Section 15, JIB shall comply with Hawaii law which currently requires that JIB compensate Developer upon termination or refusal to renew the development rights for the fair market value, at the time of the termination or expiration of the development rights, of any inventory, supplies, equipment and furnishings which were purchased from JIB or a supplier designated by JIB. Personalized materials which have no value to JIB need not be compensated for. If JIB refuses to renew development rights for the purpose of converting Developer's business to one owned and operated by JIB, JIB, in addition, must compensate Developer for the loss of goodwill. JIB may deduct reasonable costs incurred in removing, transporting and disposing of Developer's inventory, supplies, equipment and furnishings pursuant to these requirements, and may offset any moneys due JIB.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

JACK IN THE BOX INC.	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

ILLINOIS DISCLOSURE ADDENDUM

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, Illinois Complied Statutes sections 705/4 and 705/41 ("the Act"), the JACK IN THE BOX INC. DISCLOSURE DOCUMENT for use in the State of Illinois is amended to include the following:

1. If there is any conflict between any part of the Act and any part of the Franchise or Development Agreements, the provisions of the Act will control.

2. The following paragraph is added at the end of Item 5:

> Based upon our financial condition, the State of Illinois, Office of the Attorney General, (the "OAG"), the OAG has required that we defer the payment of: (1) the Development Fee until the first Restaurant required to be developed under the Development Agreement opens for business; and (2) the pre-opening fees for each Restaurant until the relevant Restaurant opens for business. Upon the opening of the first Restaurant that you develop under the Development Agreement, you must pay to us the development fee. Upon the opening of each Restaurant, you must pay to us the pre-opening fees for that Restaurant.

3. Item 17 of the Disclosure Document is amended by adding the following language to the beginning of the Item:

> "<u>Notice Required By Law</u>
>
> THE TERMS AND CONDITIONS UNDER WHICH YOUR FRANCHISE CAN BE TERMINATED AND YOUR RIGHTS UPON NON RENEWAL MAY BE AFFECTED BY ILLINOIS LAW, 815 ILCS 705/19 - 705/20."

4. The "Summary" section of Item 17 (v) ("Choice of forum") for the Franchise Agreement is amended by adding the following language:

> However, any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside of the State of Illinois is void under Section 4 of the current Illinois Franchise Disclosure Act, although the Franchise Agreement may provide for arbitration in a forum outside of the State of Illinois.

5. The "Summary" section of Item 17 (v) ("Choice of forum") for the Development Agreement is amended by adding the following language:

> However, any provision in the Development Agreement that designates jurisdiction or venue in a forum outside of the State of Illinois is void under Section 4 of the current Illinois Franchise Disclosure Act, although the Development Agreement may provide for arbitration in a forum outside of the State of Illinois.

6. The "Summary" section of Item 17 (w) ("Choice of law") for the Franchise Agreement is amended by adding the following language:

> However, except for federal law, Illinois law applies if the jurisdiction requirements of the Illinois Franchise Disclosure Act of 1987 (as amended) are met.

7. The "Summary" section of Item 17 (w) ("Choice of law") for the Development Agreement is amended by adding the following language:

> However, except for federal law, Illinois law applies if the jurisdiction requirements of the Illinois Franchise Disclosure Act of 1987 (as amended) are met.

8. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

ILLINOIS FRANCHISE AGREEMENT AMENDMENT

To comply with the requirements of the Illinois Franchise Disclosure Act (Ill. Comp. Stat. §§ 705/1 to 705/44, (the "Act"), the parties to the attached JACK IN THE BOX INC. FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 4. of the Agreement:

   Notwithstanding the foregoing, in the State of Illinois, JIB will defer the payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, Franchisee shall pay to JIB the Franchise Fee.

2. The following new Section 18 is added, under the heading "Termination":

   J. If any of the provisions of this Section 18 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then Illinois law will apply.

3. The following new Section 20D(7) is added, under the heading "Governing Law, Jurisdiction and Venue":

   7. Notwithstanding any other provisions of this Section 20D, claims arising under the Illinois Franchise Disclosure Act (which provides that "any provision in a franchise agreement that designates jurisdiction or venue in a forum outside this state [Illinois] is void") may be brought in Illinois and will be governed by Illinois law (without regard to, and without giving effect to, the application of Illinois conflict-of-laws rules). Franchisee and JIB agree that the preceding venue limitations of this Section 20D will not apply with respect to claims arising under the Illinois Franchise Disclosure Act, which provides that "any provision in a franchise agreement that designates jurisdiction or venue in a forum outside this state [Illinois] is void." However, this Agreement may provide for arbitration in a forum outside of the state of Illinois.

4. The following is added to the Agreement:

   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 any provision of the Act is void.

5. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

JACK IN THE BOX INC.	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

ILLINOIS LICENSE AGREEMENT AMENDMENT

To comply with the requirements of the Illinois Franchise Disclosure Act (Ill. Comp. Stat. §§ 705/1 to 705/44, (the "Act"), the parties to the attached JACK IN THE BOX INC. LICENSE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

   Notwithstanding anything to the contrary in the State of Illinois, JIB will defer the payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening, Licensee shall pay to JIB the Franchise Fee.

2. The following new Section 15H is added, under the heading "Termination":

   H. If any of the provisions of this Section 15 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then Illinois law will apply.

3. The following new Section 18B6 is added, under the heading "Governing Law, Jurisdiction and Venue":

   6. Notwithstanding any other provisions of this Section 18B, claims arising under the Illinois Franchise Disclosure Act (which provides that "any provision in a franchise agreement that designates jurisdiction or venue in a forum outside this state [Illinois] is void") may be brought in Illinois and will be governed by Illinois law (without regard to, and without giving effect to, the application of Illinois conflict-of-laws rules). Licensee and JIB agree that the preceding venue limitations of this Section 18B will not apply with respect to claims arising under the Illinois Franchise Disclosure Act, which provides that "any provision in a franchise agreement that designates jurisdiction or venue in a forum outside this state [Illinois] is void." However, this Agreement may provide for arbitration in a forum outside of the state of Illinois.

4. The following is added to the Agreement:

   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 any provision of the Act is void.

5. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

JACK IN THE BOX INC.	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

ILLINOIS DEVELOPMENT AGREEMENT AMENDMENT

To comply with the requirements of the Illinois Franchise Disclosure Act (Ill. Comp. Stat. §§ 705/1 to 705/44, (the "Act"), the parties to the attached JACK IN THE BOX INC. DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

   Notwithstanding the foregoing, in the State of Illinois, JIB will defer the payment of the Development Fee until the first Franchised Restaurant that Developer develop under this Agreement opens for business. Upon the opening of the first Franchised Restaurant, Developer shall pay to JIB the Development Fee.

2. The following new Section 15D is added:

   D. If any of the provisions of this Section 15 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then Illinois law will apply.

3. The following new Section 23F is added, under the heading "Miscellaneous":

   D. Notwithstanding any other provisions of this Section 23, claims arising under the Illinois Franchise Disclosure Act (which provides that "any provision in a franchise agreement that designates jurisdiction or venue in a forum outside this state [Illinois] is void") may be brought in Illinois and will be governed by Illinois law (without regard to, and without giving effect to, the application of Illinois conflict-of-laws rules). Developer and JIB agree that the preceding venue limitations of this Section 23 will not apply with respect to claims arising under the Illinois Franchise Disclosure Act, which provides that "any provision in a franchise agreement that designates jurisdiction or venue in a forum outside this state [Illinois] is void." However, this Agreement may provide for arbitration in a forum outside of the state of Illinois.

4. The following is added to the Agreement:

   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 any provision of the Act is void.

5. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

JACK IN THE BOX INC.	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

MARYLAND DISCLOSURE DOCUMENT ADDENDUM

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the undersigned acknowledge and agree that the attached JACK IN THE BOX INC. DISCLOSURE DOCUMENT for use in the State of Maryland is amended to include the following:

1. The following paragraph is added at the end of Item 5:

   Based upon our financial condition, the State of Maryland, Office of the Attorney General, Securities Division, (the "Securities Division"), the Securities Division has required that we defer the payment of: (1) the Development Fee until the first Restaurant required to be developed under the Development Agreement opens for business; and (2) the pre-opening fees for each Restaurant until the relevant Restaurant opens for business. Upon the opening of the first Restaurant that you develop under the Development Agreement, you must pay to us the development fee. Upon the opening of each Restaurant, you must pay to us the pre-opening fees for that Restaurant.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," is amended by adding the following language:

   The general releases required for renewal or transfer will not apply with respect to any claim you may have which arises under the Maryland Franchise Registration and Disclosure Law.

   Except with respect to claims arising under the Maryland Franchise Registration and Disclosure Law, the Franchise Agreement permits you to sue only in California.

   Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise or development rights.

   You may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. The Item 17, "Renewal, Termination, Transfer and Dispute Resolution," chart for the Franchise Agreement is amended by adding the following language to the summary of provision "h":

   Termination upon bankruptcy may not be enforceable under federal bankruptcy law, 11 U.S.C. Section 101 et seq.

4. The Item 17, "Renewal, Termination, Transfer and Dispute Resolution," chart for the Development Agreement is amended by adding the following language to the summary of provision "h":

Termination upon bankruptcy may not be enforceable under federal bankruptcy law, 11 U.S.C. Section 101 et seq.

5. The Item 17, "Renewal, Termination, Transfer and Dispute Resolution," chart for the Franchise Agreement is amended by adding the following language to the summary of provisions "v" and "w":

> , except for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. The Item 17, "Renewal, Termination, Transfer and Dispute Resolution," chart for the Development Agreement is amended by adding the following language to the summary of provisions "v" and "w":

> , except for claims arising under the Maryland Franchise Registration and Disclosure Law.

7. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

MARYLAND FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the JACK IN THE BOX INC. FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 4. of the Agreement:

   Notwithstanding the foregoing, in the State of Maryland, JIB will defer the payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, Franchisee shall pay to JIB the Franchise Fee.

2. The following sentence is added to the end of Section 14E, under the heading "Assignment of the Franchise":

   The general release requirement in subsection (iv) above excludes only such claims as Franchisee may have under the Maryland Franchise Registration and Disclosure Law.

3. The following sentence is added to the end of Section 16E, under the heading "Right of First Refusal":

   The general release requirement in this subsection excludes only such claims as Franchisee may have under the Maryland Franchise Registration and Disclosure Law.

4. The following new Section 20D(7) is added, under the heading "Governing Law, Jurisdiction and Venue":

   7. The Maryland Franchise Registration and Disclosure Law allows a franchisee to bring a civil lawsuit in Maryland for claims arising under this Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

5. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

JACK IN THE BOX INC.	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

MARYLAND LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the JACK IN THE BOX INC. LICENSE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

   Notwithstanding anything to the contrary in the State of Maryland, JIB will defer the payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening, Licensee shall pay to JIB the Franchise Fee.

2. The following sentence is added to the end of Section 14, under the heading "Assignment by Licensee":

   The general release requirement in subsection (iv) above excludes only such claims as Licensee may have under the Maryland Franchise Registration and Disclosure Law.

3. The following new Section 18.B.6 is added, under the heading "Governing Law, Jurisdiction and Venue":

   6. The Maryland Franchise Registration and Disclosure Law allows a franchisee to bring a civil lawsuit in Maryland for claims arising under this Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the license.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

JACK IN THE BOX INC.	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

MARYLAND DEVELOPMENT AGREEMENT AMENDMENT

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the JACK IN THE BOX INC. DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

   Notwithstanding the foregoing, in the State of Maryland, JIB will defer the payment of the Development Fee until the first Franchised Restaurant that Developer develop under this Agreement opens for business. Upon the opening of the first Franchised Restaurant, Developer shall pay to JIB the Development Fee.

2. The following sentence is added to the end of Section 10D, under the heading "Non-Assignability":

   The general release requirement in subsection (iii) above excludes only such claims as Developer may have under the Maryland Franchise Registration and Disclosure Law.

3. The following new Section 23F is added, under the heading "Miscellaneous":

   F. The Maryland Franchise Registration and Disclosure Law allows a franchisee to bring a civil lawsuit in Maryland for claims arising under this Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

JACK IN THE BOX INC.	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

Michigan Disclosure

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

(A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.

(D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE, AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISED BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

(E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF

ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

(i) THE FAILURE OF THE PROPOSED FRANCHISEE 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 $100,000.00, THE FRANCHISOR MUST, AT THE REQUEST OF THE FRANCHISEE, ARRANGE FOR THE ESCROW OF INITIAL INVESTMENT AND OTHER FUNDS PAID BY THE FRANCHISEE UNTIL THE OBLIGATIONS TO PROVIDE REAL ESTATE, IMPROVEMENTS, EQUIPMENT, INVENTORY, TRAINING, OR OTHER ITEMS INCLUDED IN THE FRANCHISE OFFERING ARE FULFILLED. AT THE OPTION OF THE FRANCHISOR, A SURETY BOND MAY BE PROVIDED IN PLACE OF ESCROW.

* * * *

THE NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS: MICHIGAN DEPARTMENT OF COMMERCE, CORPORATION AND SECURITIES BUREAU, 6546 MERCANTILE WAY, P.O. BOX 30222, LANSING, MICHIGAN 48910.

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE
CONSUMER PROTECTION DIVISION
ATTN: FRANCHISE
670 G. MENNEN WILLIAMS BUILDING
LANSING, MICHIGAN 48913

MINNESOTA DISCLOSURE ADDENDUM

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the undersigned acknowledge and agree that the attached JACK IN THE BOX INC. DISCLOSURE DOCUMENT for use in the State of Minnesota is amended to include the following:

1. Item 5 of the Disclosure Document, "Initial Fees," is supplemented by the following:

> Based upon the review of our audited financial statements (attached as Exhibit A), by the State of Minnesota Department of Commerce (the "DOC"), the DOC has required that we defer the payment of: (1) the development fee until the first Restaurant required to be developed under the Development Agreement opens for business; and (2) the pre-opening fees for each Restaurant until the relevant Restaurant opens for business. Upon the opening of the first Restaurant that you develop under the Development Agreement, you must pay to us the development fee. Upon the opening of each Restaurant, you must pay to us the pre-opening fees for that Restaurant.

2. Item 13 of the Disclosure Document, "Trademarks," is supplemented by the following sentence:

> The franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

3. Item 14 of the Disclosure Document, "Patents, Copyrights, and Proprietary Information," is supplemented by the following sentence:

> The franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

4. Item 17 of the Disclosure Document, "Renewal, Termination, Transfer, and Dispute Resolution," is supplemented by the following:

> With respect to franchisees/licensees/developers governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3,4, and 5 which require, except in certain specified cases, that a franchisee/licensee/developer be given 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the

Franchise/License/Development Agreement, and that consent to the transfer of the franchise/license/development not be unreasonably withheld.

Pursuant to Minn. Rule 2860.4400D, any general release of claims that you or a transferor may have against us or our shareholders, directors, employees and agents, including without limitation claims arising under federal, state, and local laws and regulations shall exclude claims you or a transferor may have under the Minnesota Franchise Law and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.

Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

Any claim made pursuant to Minn. Stat. § 80C.17, may be brought within three (3) years after the cause of action accrues. (Minn. Stat. § 80C.17, Subd. 5.)

5. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

MINNESOTA FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached JACK IN THE BOX INC. FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 4. of the Agreement:

   Notwithstanding the foregoing, in the State of Minnesota, JIB will defer the payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, shall pay to JIB the Franchise Fee.

2. The following is added to the end of Section 5. of the Agreement:

   Notwithstanding the foregoing, JIB will defer the payment of the Development Fee until the first Franchised Restaurant that Developer will develop under this Agreement opens for business. Upon the opening of the first Franchised Restaurant, Developer shall pay to JIB the Development Fee.

3. Section 11 of the Agreement, "Ownership of Intellectual Property," is supplemented by the following sentence:

   The franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

4. Section 14E of the Agreement, under the heading "Assignment of the Franchise," is supplemented by the following:

   The general release required as a condition of assignment or transfer shall not apply to any claims that arise under Minnesota Law regulating franchises. (Minn. Rule Part 260.4400D.)

5. The following sentence is added to the end of Section 16E, under the heading "Right of First Refusal":

   The general release required as a condition of assignment or transfer shall not apply to any claims that arise under Minnesota Law regulating franchises. (Minn. Rule Part 260.4400D.)

6. Section 18 of the Agreement, "Termination," is supplemented by the following sentence:

With respect to franchises governed by Minnesota Law, the franchisor will comply with Minn. Stat. § 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 day notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement, and that consent to the transfer of the franchise not be unreasonably withheld.

7. Section 20D of the Agreement, "Governing Law, Jurisdiction and Venue," is supplemented by the following:

Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit JIB from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

Any claim made pursuant to Minn. Stat. § 80C.17, may be brought within three (3) years after the cause of action accrues. (Minn. Stat. § 80C.17, Subd. 5.)

8. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

JACK IN THE BOX INC.	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

MINNESOTA LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached JACK IN THE BOX INC. LICENSE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2. of the Agreement:

> Notwithstanding the foregoing, in the State of Minnesota, JIB will defer the payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening of the Licensed Restaurant, Licensee shall pay to JIB the Franchise Fee.

2. Section 10 of the Agreement, "Ownership of Intellectual Property," is supplemented by the following sentence:

> The franchisor will protect the Licensee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify the Licensee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

3. Section 14 of the Agreement, under the heading "Assignment by Licensee," is supplemented by the following:

> The general release required as a condition of assignment or transfer shall not apply to any claims that arise under Minnesota Law regulating franchises. (Minn. Rule Part 260.4400D.)

4. Section 15 of the Agreement, "Termination," is supplemented by the following sentence:

> With respect to franchises governed by Minnesota Law, the franchisor will comply with Minn. Stat. § 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 day notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the license agreement, and that consent to the transfer of the license rights not be unreasonably withheld.

5. Section 18B of the Agreement, "Miscellaneous: General Conditions," is supplemented by the following:

> Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Licensee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement can abrogate or

reduce any of Licensee's rights as provided for in Minnesota Statutes, Chapter 80C, or Licensee's rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

Any claim made pursuant to Minn. Stat. § 80C.17, may be brought within three (3) years after the cause of action accrues. (Minn. Stat. § 80C.17, Subd. 5.)

6. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

JACK IN THE BOX INC.	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

MINNESOTA DEVELOPMENT AGREEMENT AMENDMENT

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached JACK IN THE BOX INC. DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5. of the Agreement:

> Notwithstanding the foregoing, in the State of Minnesota, JIB will defer the payment of the Development Fee until the first Franchised Restaurant that Developer will develop under this Agreement opens for business. Upon the opening of the first Franchised Restaurant, Developer shall pay to JIB the Development Fee.

2. Section 10 of the Agreement, under the heading "Non-Assignability," is supplemented by the following:

> The general release required as a condition of assignment or transfer shall not apply to any claims that arise under Minnesota Law regulating franchises. (Minn. Rule Part 260.4400D.)

3. Section 15 of the Agreement, "Default; Remedies," is supplemented by the following sentence:

> With respect to development rights governed by Minnesota Law, JIB will comply with Minn. Stat. § 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a Developer be given 90-day notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the development agreement, and that consent to the transfer of the development rights not be unreasonably withheld.

4. Section 23 of the Agreement, "Miscellaneous," is supplemented by the following:

> Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit JIB from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Developer to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of Developer's rights as provided for in Minnesota Statutes, Chapter 80C, or Developer's rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.
>
> Any claim made pursuant to Minn. Stat. § 80C.17, may be brought within three (3) years after the cause of action accrues. (Minn. Stat. § 80C.17, Subd. 5.)

5. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

JACK IN THE BOX INC.	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

NEW YORK DISCLOSURE ADDENDUM

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs. tit. 13, §§ 200.1 through 201.16), the JACK AND THE BOX DISCLOSURE DOCUMENT for use in the State of New York is amended as follows:

1. The following additional risk factors are added to the State Cover Page:

ADDITIONAL RISK FACTORS:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT B 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 DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE 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 PROSPECTUS. 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 PROSPECTUS.

2. Item 3, "Litigation," is amended by the addition of the following paragraphs at the end of the Item:

Except as described above, neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has an administrative, criminal or civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations.

Except as described above, neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action

alleging: violation of a franchise, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

Except as described above, neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. Item 4, "Bankruptcy," language is deleted and replaced with the following paragraph:

Neither we, nor our predecessor or affiliate, nor any of our or their officers or general partners, during the 10-year period immediately before the date of the Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the 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 the franchisor held this position in the company or partnership.

4. The Item 17 ("Renewal, Termination, Transfer and Dispute Resolution") charts for the Franchise Agreement are amended by deleting "d", "j", "w" and substituting the following new "d", "j", "w":

Provision	Section in Franchise Agreement	Summary
d. Termination by you	Not applicable	Pursuant to New York General Business Law, you may terminate the Agreement upon any grounds available by law.
j. Assignment of contract by the Company	§ 14.F	There are no limits on our assignment rights. No assignment will be made except to an assignee who, we believe in our judgment, is willing and able to assume our obligations under the Franchise Agreement.
w. Choice of law	§ 20.D	California law controls. You and we must bring any action against each other within two (2) years of the occurrence of the facts on which the action is based, or within a shorter term if required by law. The foregoing choice of law should not be considered as a waiver of any right conferred upon you or us by the General Business Law of the State of New York, Article 33.

5. The Item 17 ("Renewal, Termination, Transfer and Dispute Resolution") charts for the License Agreement are amended by deleting "d", "j", "w" and substituting the following new "d", "j", "w":

Provision	Section in License Agreement	Summary
d. Termination by you	§ 15	If the Facility requests that you cease operating the nontraditional restaurant, you may terminate by providing Company sixty (60) days' written notice. Pursuant to New York General Business Law, you may terminate the Agreement upon any grounds available by law.
j. Assignment of contract by the Company	§ 13	There are no limits on our assignment rights. No assignment will be made except to an assignee who we believe in our judgment, is willing and able to assume our obligations under the Franchise Agreement.
w. Choice of law	§ 18B	California law controls. You and we must bring any action against each other within two (2) years of the occurrence of the facts on which the action is based, or within a shorter term if required by law. The foregoing choice of law should not be considered as a waiver of any right conferred upon you or us by the General Business Law of the State of New York, Article 33.

6. The Item 17 ("Renewal, Termination, Transfer and Dispute Resolution") charts for the Development Agreement are amended by deleting "d", "j", "w" and substituting the following new "d", "j", "w":

Provision	Section in Development Agreement	Summary
d. Termination by you	Not applicable	Pursuant to New York General Business Law, you may terminate the Agreement upon any grounds available by law.
j. Assignment of contract by the Company	§ 10.E	There are no limits on our assignment rights. No assignment will be made except to an assignee who we believe in our judgment, is willing and able to assume our obligations under the Franchise Agreement.
w. Choice of law	§ 23.A	California; but if such law would not enforce an Agreement provision, then the law where you are located, if that state's law would enforce the provision. The foregoing choice of law should not be considered as a waiver of any right conferred upon us or you by the General Business Law of the State of New York, Article 33.

7. There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if the franchisee is domiciled in or the franchise will be opened in New York. We are required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

STATEMENT OF DISCLOSURE DOCUMENT ACCURACY -- THE FRANCHISOR REPRESENTS THAT THIS DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

NEW YORK FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached JACK IN THE BOX INC. FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. Section 10G of the Agreement, "Confidential Information," is deleted and replaced by the following paragraph:

> G. Franchisee understands and acknowledges that any failure to comply with the requirements of this Section will result in substantial injury and damage to JIB for which there is no adequate remedy at law. For these reasons, if Franchisee violates or threatens to violate any term of this provision, JIB will be entitled, in addition to any other remedies and damages available, to seek injunctive or other equitable relief to restrain the violation of this provision by Franchisee and its agents or employees. Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by JIB in seeking specific performance of, or an injunction against violation of, the requirements of this Section in addition to any other claims to which JIB may be entitled.

2. Section 14E of the Agreement, "Assignment of the Franchise," is supplemented by the following:

> Article 33, Section 687.5, of the New York General Business Law states that it is unlawful to require a franchisee to assent to a release, assignment, novation, waiver or estoppel which would relieve a person from any duty or liability imposed by this article.

3. The following sentence is added to the end of Section 16E, under the heading "Right of First Refusal":

> Article 33, Section 687.5, of the New York General Business Law states that it is unlawful to require a franchisee to assent to a release, assignment, novation, waiver or estoppel which would relieve a person from any duty or liability imposed by this article.

4. Section 20D of the Agreement, "Governing Law, Jurisdiction and Venue," is supplemented by adding the following language:

> Nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by New York General Business Law, Sections 680-695.

5. There are circumstances in which an offering made by JACK IN THE BOX INC. would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if Franchisee is domiciled in or the franchise will be opening in New York. JACK IN THE BOX INC. is required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

6. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

JACK IN THE BOX INC.	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

NEW YORK LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached JACK IN THE BOX INC. LICENSE AGREEMENT (the "Agreement") agree as follows:

1. Section 14 of the Agreement, "Assignment of the Franchise," is supplemented by the following:

> Article 33, Section 687.5, of the New York General Business Law states that it is unlawful to require a franchisee to assent to a release, assignment, novation, waiver or estoppel which would relieve a person from any duty or liability imposed by this article.

2. Section 18B of the Agreement, "Governing Law, Jurisdiction and Venue," is supplemented by adding the following language:

> Nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by New York General Business Law, Sections 680-695.

3. There are circumstances in which an offering made by JACK IN THE BOX INC. would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if Licensee is domiciled in or the franchise will be opening in New York. JACK IN THE BOX INC. is required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

JACK IN THE BOX INC.	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

NEW YORK DEVELOPMENT AGREEMENT AMENDMENT

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached JACK IN THE BOX INC. DEVELOPMENT AGREEMENT (the " Agreement") agree as follows:

1. Section 10D of the Agreement, "Non-assignability," is supplemented by the following:

> Article 33, Section 687.5, of the New York General Business Law states that it is unlawful to require a franchisee to assent to a release, assignment, novation, waiver or estoppel which would relieve a person from any duty or liability imposed by this article.

2. Section 23 of the Agreement, under the heading "Miscellaneous," is supplemented by adding the following language:

> Nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by New York General Business Law, Sections 680-695.

3. There are circumstances in which an offering made by JACK IN THE BOX INC. would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if Developer is domiciled in or the franchise will be opening in New York. JACK IN THE BOX INC. is required to furnish a New York prospectus to every prospective developer who is protected under the New York General Business Law, Article 33.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

JACK IN THE BOX INC.	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

NORTH DAKOTA DISCLOSURE ADDENDUM

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Securities Commission, the undersigned acknowledge and agree that the attached JACK IN THE BOX INC. DISCLOSURE DOCUMENT for use in the State of North Dakota is amended as follows:

1. The following paragraph is added at the end of Item 5:

   Based upon the review of our audited financial statements (attached as Exhibit A), by the North Dakota Securities Department (the "Department"), the Department has required that we defer the payment of: (1) the development fee until the first restaurant required to be developed under the Development Agreement opens for business; and (2) the franchise fee for each restaurant until the relevant restaurant opens for business. Upon the opening of the first restaurant that you develop under the Development Agreement, you must pay to us the development fee. Upon the opening of each restaurant, you must pay to us the franchise fee for that Store.

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

   A. Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

   B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

   C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

   D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

   E. Applicable Laws: Franchise Agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

   F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

3. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

NORTH DAKOTA FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Securities Commission, the attached JACK IN THE BOX INC. FRANCHISE AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 4 of the Agreement:

   Notwithstanding the foregoing, in the State of North Dakota, JIB will defer the payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, Franchisee shall pay to JIB the Franchise Fee.

2. The Agreement is amended by adding the following Section 21:

   L. The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees(Section 51-19-09, N.D.C.C.):

      1. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

      2. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

      3. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

      4. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

      5. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

      6. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

8. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

3. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

JACK IN THE BOX INC.	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

NORTH DAKOTA LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Securities Commission, the attached JACK IN THE BOX INC. LICENSE AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 2 of the Agreement:

   Notwithstanding the foregoing, in the State of North Dakota, JIB will defer the payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening of the Licensed Restaurant, Licensee shall pay to JIB the Franchise Fee.

2. The Agreement is amended by adding the following Section 18:

   L. The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees(Section 51-19-09, N.D.C.C.):

      1. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

      2. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

      3. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

      4. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

      5. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

      6. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

      7. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

8. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

3. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

JACK IN THE BOX INC.	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

NORTH DAKOTA DEVELOPMENT AGREEMENT AMENDMENT

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Securities Commission, the attached JACK IN THE BOX INC. DISCLOSURE DOCUMENT DEVELOPMENT AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 5 of the Agreement:

   Notwithstanding the foregoing, in the State of North Dakota, JIB will defer the payment of the Development Fee until the first Restaurant that you develop under this Agreement opens for business. Upon the opening of the first Restaurant, Developer shall pay to JIB the Development Fee.

2. The Agreement is amended by adding the following Section 24:

   D. The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

   1. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

   2. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

   3. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

   4. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

   5. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

   6. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

8. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

3. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

JACK IN THE BOX INC.	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

RHODE ISLAND DISCLOSURE ADDENDUM

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19 28.1-1 through 19-28.1-34 the JACK IN THE BOX INC. DISCLOSURE DOCUMENT for use in the State of Rhode Island is amended to include the following:

1. The following language is added to Item 17, "Renewal, Termination, Transfer and Dispute Resolution":

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

2. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

RHODE ISLAND FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19 28.1-1 through 19-28.1-34, the parties to the attached JACK IN THE BOX INC. FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. Section 20D of the Agreement, under the heading "Governing Law, Jurisdiction and Venue," is supplemented by adding the following:

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

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

JACK IN THE BOX INC.	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

RHODE ISLAND LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19 28.1-1 through 19-28.1-34, the parties to the attached JACK IN THE BOX INC. LICENSE AGREEMENT (the "Agreement") agree as follows:

1. Section 18B of the Agreement, under the heading "Governing Law, Jurisdiction and Venue," is supplemented by adding the following:

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

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

JACK IN THE BOX INC.	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

RHODE ISLAND DEVELOPMENT AGREEMENT AMENDMENT

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19 28.1-1 through 19-28.1-34, the parties to the attached JACK IN THE BOX INC. DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. Section 23 of the Agreement, under the heading "Miscellaneous," is supplemented by adding the following:

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

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

JACK IN THE BOX INC.	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

VIRGINIA DISCLOSURE ADDENDUM

In recognition of the Virginia Retail Franchising Act, Virginia Code sections 13.1-557 et seq. ("Franchise Act"), the JACK IN THE BOX INC. DISCLOSURE DOCUMENT for use in the State of Virginia is amended to include the following:

1. The following paragraph is added at the end of Item 5:

> Based upon the review of our audited financial statements (attached as Exhibit A), by the Virginia State Corporation Commission's Division of Securities and Retail Franchising (the "Division"), the Division has required that we defer the payment of: (1) the development fee until the first restaurant required to be developed under the Development Agreement opens for business; and (2) the franchise fee for each restaurant until the relevant restaurant opens for business. Upon the opening of the first restaurant that you develop under the Development Agreement, you must pay to us the development fee. Upon the opening of each restaurant, you must pay to us the franchise fee for that Store.

3. Item 17 of the Disclosure Document, "Renewal, Termination, Transfer and Dispute Resolution," is supplemented by adding the following statement:

> Section 13.1-571 of the Franchise Act provides that any condition, stipulation or provision binding any person to waive compliance with any provision of the Franchise Act or of any rule or order under the Franchise Act is void.

3. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

4. 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 or development 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.

VIRGINIA FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the Virginia Retail Franchising Act, Virginia Code sections 13.1-557 et seq., the attached JACK IN THE BOX INC. FRANCHISE AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 4 of the Agreement:

   Notwithstanding the foregoing, JIB will defer the payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, Franchisee shall pay to JIB the Franchise Fee.

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

JACK IN THE BOX INC.	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

VIRGINIA LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the Virginia Retail Franchising Act, Virginia Code sections 13.1-557 et seq., the attached JACK IN THE BOX INC. LICENSE AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 2 of the Agreement:

   Notwithstanding the foregoing, JIB will defer the payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening of the Licensed Restaurant, Licensee shall pay to JIB the Franchise Fee.

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

JACK IN THE BOX INC.	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

VIRGINIA DEVELOPMENT AGREEMENT AMENDMENT

In recognition of the requirements of the Virginia Retail Franchising Act, Virginia Code sections 13.1-557 et seq., the attached JACK IN THE BOX INC. DEVELOPMENT AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 5 of the Agreement:

   Notwithstanding the foregoing, JIB will defer the payment of the Development Fee until the first Restaurant that you develop under this Agreement opens for business. Upon the opening of the first Restaurant, Developer shall pay to JIB the Development Fee.

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

JACK IN THE BOX INC.	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

WASHINGTON DISCLOSURE ADDENDUM

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.180, the JACK IN THE BOX INC. DISCLOSURE DOCUMENT for use in the State of Washington is amended as follows:

1. The following paragraph is added at the end of Item 5:

   Based upon the review of our audited financial statements (attached as Exhibit A), by the State of Washington, Department of Financial Institutions, Securities Division (the "Division"), the Division has required that we defer the payment of: (1) the development fee until the first restaurant required to be developed under the Development Agreement opens for business; and (2) the franchise fee for each restaurant until the relevant restaurant opens for business. Upon the opening of the first restaurant that you develop under the Development Agreement, you must pay to us the development fee. Upon the opening of each restaurant, you must pay to us the franchise fee for that Store.

2. The following paragraphs are added to the end of Item 17, "Renewal, Termination, Transfer and Dispute Resolution":

   The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise and Development Agreements in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise and Development Agreements in your relationship with the franchisor including the areas of termination and renewal of your franchise.

   In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

   In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW (or any other applicable law) shall prevail.

   A release or waiver of rights executed by a franchisee or developer shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

3. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

WASHINGTON FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, the parties to the attached JACK IN THE BOX INC. FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 4 of the Agreement:

   Notwithstanding the foregoing, JIB will defer the payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, Franchisee shall pay to JIB the Franchise Fee.

2. The State of Washington has a Statute, RCW 19.100.180 which may supersede the Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

3. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

4. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW (or any other applicable law) shall prevail.

5. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

6. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

JACK IN THE BOX INC.	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

WASHINGTON LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, the parties to the attached JACK IN THE BOX INC. LICENSE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

   Notwithstanding the foregoing, JIB will defer the payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening of the Licensed Restaurant, Licensee shall pay to JIB the Franchise Fee.

2. The State of Washington has a Statute, RCW 19.100.180 which may supersede the Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

3. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

4. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW (or any other applicable law) shall prevail.

5. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

6. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

JACK IN THE BOX INC.	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

WASHINGTON DEVELOPMENT AGREEMENT AMENDMENT

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, the parties to the attached JACK IN THE BOX INC. DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

   Notwithstanding the foregoing, JIB will defer the payment of the Development Fee until the first Restaurant that you develop under this Agreement opens for business. Upon the opening of the first Restaurant, Developer shall pay to JIB the Development Fee.

2. The State of Washington has a Statute, RCW 19.100.180 which may supersede the Agreement in your relationship with the franchisor including the areas of termination and renewal of your development rights. There may also be court decisions which may supersede the Agreement in your relationship with the franchisor including the areas of termination and renewal of your development rights.

3. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

4. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW (or any other applicable law) shall prevail.

5. A release or waiver of rights executed by a developer shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

6. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

JACK IN THE BOX INC.	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

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 the franchisor offers you a franchise, it must provide this Disclosure Document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Jack in the Box Inc. 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit B.

The franchisor is Jack in the Box Inc., located at 9330 Balboa Avenue, San Diego, California 92123. Its telephone number is (858) 571-2121.

Issuance Date: February 20, 2018.

Jack in the Box Inc. authorizes the agents listed in Exhibit C to receive service of process for it.

The name, principal business address and telephone number of each franchise seller offering the franchise: Vanessa Fox, Vice President and Chief Development Officer; Grant Kreutzer, Director, Franchise and License Business Development; Maria Martinez, License Business Development Manager; and Ronniann Silver, Franchise Business Development Manager. Each of these individuals may be reached at: 9330 Balboa Avenue, San Diego, California 92123, 858.571.2121.

I have received a Franchise Disclosure Document, issued February 20, 2018, that included the following Exhibits:

EXHIBITS

A. Consolidated Financial Statements of Jack in the Box Inc. and Subsidiaries
B. List of State Administrators
C. Agents for Purposes of Service of Process
D. List of Franchised Locations, Former Franchisees and Agreements Signed But Units Not Opened
E. Application Package
F. Non-Disclosure Agreement
G. Letter of Intent
H. Statement of Prospective Franchisee
I. Purchase Agreement
J-1. Franchise Agreement (and Development Incentive Amendment to Franchise Agreement)
J-2. Nontraditional License Agreement
K. Development Agreement
L. Authorization for Prearranged Payments
M. Promissory Note and Security Agreement
M-1. Promissory Note – Development Incentive Program
N. Lease Agreement – Jack in the Box Franchised Restaurant
O. General Release of All Claims
P. Co-tenancy Operating Agreement
Q. National Burger League Participation Agreement
R. Equipment Brokerage Agreement
S. Master Technology Agreement
T. Stored Value Card Service Agreement
U. State-Specific Disclosure Addenda and Agreement Amendments

Please sign one copy of the receipt, date your signature, and return it to Franchise Services, 9330 Balboa Avenue, San Diego, California 92123.

Date: _____ Signature: _____

_____
Printed Name

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 the franchisor offers you a franchise, it must provide this Disclosure Document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Jack in the Box Inc. 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit B.

The franchisor is Jack in the Box Inc., located at 9330 Balboa Avenue, San Diego, California 92123. Its telephone number is (858) 571-2121.

Issuance Date: February 20, 2018.

Jack in the Box Inc. authorizes the agents listed in Exhibit C to receive service of process for it.

The name, principal business address and telephone number of each franchise seller offering the franchise: Vanessa Fox, Vice President and Chief Development Officer; Grant Kreutzer, Director, Franchise and License Business Development; Maria Martinez, License Business Development Manager; and Ronniann Silver, Franchise Business Development Manager. Each of these individuals may be reached at: 9330 Balboa Avenue, San Diego, California 92123, 858.571.2121.

I have received a Franchise Disclosure Document, issued February 20, 2018, that included the following Exhibits:

EXHIBITS

A. Consolidated Financial Statements of Jack in the Box Inc. and Subsidiaries
B. List of State Administrators
C. Agents for Purposes of Service of Process
D. List of Franchised Locations, Former Franchisees and Agreements Signed But Units Not Opened
E. Application Package
F. Non-Disclosure Agreement
G. Letter of Intent
H. Statement of Prospective Franchisee
I. Purchase Agreement
J-1. Franchise Agreement (and Development Incentive Amendment to Franchise Agreement)
J-2. Nontraditional License Agreement
K. Development Agreement
L. Authorization for Prearranged Payments
M. Promissory Note and Security Agreement
M-1. Promissory Note – Development Incentive Program
N. Lease Agreement – Jack in the Box Franchised Restaurant
O. General Release of All Claims
P. Co-tenancy Operating Agreement
Q. National Burger League Participation Agreement
R. Equipment Brokerage Agreement
S. Master Technology Agreement
T. Stored Value Card Service Agreement
U. State-Specific Disclosure Addenda and Agreement Amendments

Please sign one copy of the receipt, date your signature, and return it to Franchise Services, 9330 Balboa Avenue, San Diego, California 92123.

Date: _____ Signature: _____

_____
Printed Name