FRANCHISE DISCLOSURE DOCUMENT

Different Rules, LLC
A Delaware limited liability company
9357 Spectrum Center Blvd
San Diego, California 92123
(858) 571-2121
www.jackinthebox.com

Different Rules, LLC 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. Different Rules, LLC 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 $1,651,500 to $2,638,600. This includes $104,475 to $151,975 that must be paid to Different Rules, LLC or its affiliates.

We may offer the rights to enter into a multi-unit development agreement to establish and operate a minimum of 2 Jack in the Box Restaurants at specific locations pursuant to individual franchise agreements. The total investment necessary under the development agreement, based on a commitment of 2 Jack in the Box Restaurants, is $3,304,000 to $5,282,200. There is no 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 9357 Spectrum Center Blvd, San Diego, California 92123, 858-571-2440, 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.

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How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise, license and development agreements require you to resolve disputes with the franchisor by litigation only where the company's principal offices are located, which is currently San Diego, California. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in California than in your own state.

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

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

The franchisor is Different Rules, LLC ("the Company," "we," "us," or "our"). The franchisee is the person to whom we grant a franchise, and is referred to as "you."

We organized in Delaware on November 13, 2018 and conduct business as Jack in the Box®. Our principal business address is 9357 Spectrum Center Blvd, San Diego, California 92123.

On or about July 8, 2019 (the "Closing Date"), Jack in the Box Inc. ("JIB"), a Delaware corporation, and various of its direct and indirect subsidiaries, closed a securitization transaction involving the Jack in the Box brand (the "Securitization"), as part of which JIB and certain of its subsidiaries contributed certain of their assets, including intellectual property, real and personal property and equipment and related leases and subleases, notes and indebtedness of franchisees, and the business and related agreements concerning sourcing and sales of goods and services, to the Company or an affiliated entity within the securitization structure. All of the assets, including intellectual property, necessary to make the offering described in this disclosure document have been conveyed to Company.

On the Closing Date, JIB ceased offering and selling new domestic franchises and contributed all then-existing U.S. Jack in the Box franchise agreements, development agreements, and related franchisee notes and guarantee agreements, among other assets, to us. Prior to this date, JIB offered and sold franchises in the U.S. As of the Closing Date, JIB entered into a management agreement with us to act as our manager ("Manager"). The primary responsibilities and activities of JIB as Manager include administering collections and performing certain franchising, marketing, development, real estate, intellectual property, technology, operational, and reporting services on our behalf. However, as franchisor, we will be responsible and accountable to you to make sure that all services we promise to perform under the agreements you sign with us are performed in compliance with the applicable agreement.

Our parent companies, each organized under Delaware law, are: Jack in the Box SPV Guarantor, LLC ("SPV"), and Jack in the Box Funding, LLC ("JIB Funding") and JIB, all which share our principal address.

We have offered franchises for Jack in the Box franchises since the Closing Date but we do not directly operate any Jack in the Box restaurants. JIB is our predecessor, as we obtained the majority of our assets from it through the Securitization. JIB previously offered franchises under the Jack in the Box brand name from 1971 until 1999 under its original name of Foodmaker, Inc., and as JIB from 1999 (when it changed its name) until the Closing Date.

As of the end of fiscal year 2019, there were 137 company owned *Jack in the Box* restaurants, and 2106 franchised *Jack in the Box* restaurants (or "outlets"). The Company owned Jack in the Box restaurants are operated by our affiliate, Jack in the Box Properties, LLC ("JIB Properties").

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.

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 Properties, LLC is a Delaware limited liability company that owns and operates *Jack in the Box* restaurants, the same type of business to be operated by you, in several states. Although Jack in the Box Properties, LLC does not now, nor has it ever, offered franchises in any line of business, you might lease the premises from Jack in the Box Properties, LLC.

Jack in the Box Properties, LLC operates a business of the type to be operated by you. The other affiliate does not operate the type of business you will operate or offer franchises.

Jack in the Box Restaurants

We 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 Single Unit Development Agreement (Exhibit I-1). If you request and we agree to permit you to develop two or more Jack in the Box Restaurants in a geographic area approved by us, you must sign a Multi-Unit Development Agreement (Exhibit I-2). Unless noted, the Single Unit Development Agreement and the Multi-Unit Development Agreement are referred to as the "Development Agreement". 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 H-1) or a Nontraditional License Agreement (Exhibit H-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, cybersecurity, competition, 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.

ITEM 2
BUSINESS EXPERIENCE

As noted in Item 1 above, JIB provides certain services to us as Manager to support our franchising activities. Listed below are our officers and directors, JIB's officers and directors, and JIB's employees who have management responsibility relating to the sale or operation of the franchises offered in this disclosure document. Unless otherwise specified, the location of the positions in this Item 2 is or has been San Diego, California.

DIRECTORS

Darin Harris Director and Chief Executive Officer	Mr. Harris has been Chief Executive Officer and a JIB director since June 2020. He joined JIB from IWG PLC in Addison, TX, where he served as Chief Executive Officer of North America from April 2018 to June 2020. Prior to that, from August 2013 to February 2018, Mr. Harris served as Chief Executive Officer of CiCi's Enterprises LP in Coppell, TX.
David L. Goebel Non-Executive Chairman of the Board	Mr. Goebel has been the non-executive Chairman of the Board since June 2020. Mr. Goebel has been a JIB director since December 2008. He has been a partner and Faculty Member for Merryck & Co. Ltd in New York, New York, since May 2008. He has served on the board of directors of QuickChek Corporation in Whitehouse Station, New Jersey, since September 2014, and on the board of directors of Wingstop Inc. in Dallas, Texas, since November 2017.
Jean M. Birch Director	Ms. Birch has been a JIB director since May 2019. From April 2015 until May 2019, she served on the board of directors of Papa Murphy's Inc. in Vancouver, Washington, where she was Board Chair from September 2016 to May 2019. From December 2016 to July 2017, she was interim President and Chief Executive Officer for Papa Murphy's Inc. Since July 2020, Ms. Birch has been a director of Charlotte's Web Holdings, Inc. in Toronto, Ontario, since February 2018, she has been a director of Forrester Research, Inc. in Cambridge, Massachusetts, and since September 2018, she has been a director of CorePoint Lodging Inc. in Irving, Texas. From 2014 to 2016, she was a director on the board of Darden Restaurants, Inc. Orlando, Florida, and from 2013 to 2017, she was a director on the board of Cosi, Inc. in Charlestown, Massachusetts. She has served on the board of directors

	of the Children's Miracle Network Hospitals in Salt Lake City, Utah since March 2013. Ms. Birch has been Chief Executive Officer and President of her own consulting practice, Birch Company, LLC in Scottsdale, Arizona since September 2007.
John P. Gainor Director	Mr. Gainor has been a JIB director since May 2019. From July 2008 until December 2017, he was President and Chief Executive Officer of International Dairy Queen Inc. in Minneapolis, Minnesota. Mr. Gainor has served on the board of directors for Saia, Inc., located in Johns Creek, Georgia, since February 2016.
Sharon P. John Director	Ms. John has been a JIB 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.
Madeleine A. Kleiner Director	Ms. Kleiner has been a JIB 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 JIB Director since September 2002. Mr. Murphy served as President and Chief Executive Officer of Sharp Healthcare, a comprehensive healthcare delivery system in San Diego, California, from April 1996 until his retirement in February 2019 and as a member of the Sharp Healthcare Board from 2007 through his retirement.
James M. Myers Director	Mr. Myers has been a JIB director since December 2010. He has served as Chairman of the Board of Petco Animal Supplies, Inc. in San Diego, California from July 2015 until September 2018, and served as Petco's Chief Executive Officer from 2004 to January 2017.
David M. Tehle Director	Mr. Tehle has been a JIB director since December 2004, and is currently the chair of the Audit Committee. 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.

Vivien M. Yeung Director	Ms. Yeung has been a JIB director since April 2017. Since June 2020, Ms. Yeung has served as the Executive Vice President & Chief Strategy Officer of Kohl's Corporation in Menomonee Falls, Wi. Ms. Yeung served as General Manager, Venture at lululemon athletica inc., in Vancouver, British Columbia from January 2018 to November 2019. She previously served as that company's Chief Strategy Officer since May 2015 to January 2018.

OFFICERS, EXECUTIVES AND OTHERS WITH MANAGEMENT RESPONSIBILITY

Melissa Corrigan, Ph.D. Senior Vice President and Chief Human Resources Officer	Dr. Corrigan has been Senior Vice President and Chief Human Resources Officer since November 2019. She has served in the same roles for JIB Funding, SPV, JIB Properties, and JIB since November 2019. She was Vice President and Chief Human Resources Officer for JIB from November 2018 to November 2019, and served in the same roles for JIB Funding, SPV, and JIB Properties from July 2019 to November 2019. Previously, Dr. Corrigan was Vice President of Human Resources and Total Rewards of JIB from August 2015 to November 2018.
Dean C. Gordon Senior Vice President and Chief Supply Chain Officer	Mr. Gordon has been Senior Vice President and Chief Supply Chain Officer since November 2019. He has served in the same roles for JIB Funding, SPV, JIB Properties, and JIB since November 2019. He was Vice President and Chief Supply Chain Officer from July 2019 until November 2019. He served in the same roles for JIB Funding, SPV, and JIB Properties from July 2019 and for JIB from July 2017, both until November 2019. Prior to that, he was Vice President of Supply Chain Services for JIB since October 2012.
Adrienne Ingoldt Senior Vice President, Chief Brand and Experience Officer	Ms. Ingoldt has been Senior Vice President, Chief Brand and Experience Officer since November 2019. She has served in the same roles for JIB Funding, SPV, JIB Properties, and JIB since November 2019. From July 2019 to November 2019, she was Vice President of Marketing Communications, and served in the same role during that time for JIB Funding, SPV, JIB Properties, and JIB. Ms. Ingoldt was Vice President of Marketing Communications for JIB from February 2018 to July 2019. From August 2015 to February 2018, she was Director of Marketing Communications for JIB.
Jen Kennedy	Ms. Kennedy has been Senior Vice President, Chief Product and Innovation Officer since November 2019. She

Senior Vice President, Chief Product and Innovation Officer	has served in the same roles for JIB Funding, SPV, JIB Properties, and JIB since November 2019. She was Vice President, Culinary & Product Marketing from July 2019 to November 2019, and served in the same role during that time for JIB Funding, SPV, JIB Properties, and JIB. Prior to that, Ms. Kennedy held the following positions with JIB: Vice President, Culinary & Product Marketing from November 2017 to July 2019; Director, Product Marketing from October 2016 to November 2017; Director, Integrated Marketing from March 2016 to October 2016; and Director, Innovation from September 2014 to March 2016.
Laurie Macaluso Director of Real Estate and Franchise Business Development	Ms. Macaluso has been Director of Real Estate and Franchise Business Development since November 2019. She has served in the same role for JIB since January 2008.
Drew Martin Senior Vice President and Chief Information Officer	Mr. Martin has been Senior Vice President and Chief Information Officer since November 2019. He has served in the same roles for JIB Funding, SPV, JIB Properties, and JIB since November 2019. He was Vice President and Chief Information Officer from July 2019 to November 2019. He served in the same roles for JIB Funding, SPV, and JIB Properties from July 2019 and for JIB from November 2016, both until November 2019. From January 2015 until November 2016 he was an owner and principal in Silicon Beach Advisors in San Diego, California.
Shannon McKinney Vice President Operations Services and Field Performance Support	Mr. McKinney has been Vice President Operations Services and Field Performance Support since March 2019. He has served in the same roles for JIB Funding, SPV, and JIB Properties since July 2019, and for JIB since March 2019. From December 2016 until February 2019, he was Vice President Franchise Operations for Bloomin' Brands, Inc. in Tampa, Florida. From April 2015 until December 2016, he was Vice President Training and Operations for Outback Steakhouse, Inc. in Tampa, Florida.
Sarah Super Senior Vice President, Chief Legal and Risk Officer	Ms. Super has been Chief Legal Officer since March 2020, and has served in the same role for JIB Funding, SPV, JIB Properties, and JIB since March 2020. She has held the title of Senior Vice President, General Counsel, and Risk Officer since November 2019, and has served in the same roles for JIB Funding, SPV, JIB Properties, and JIB since November 2019. Prior to that, Ms. Super held the following

	positions: Vice President and Associate General Counsel for JIB Funding, SPV, and JIB Properties from July 2019 and for JIB from May 2018, all until November 2019; and for JIB as Director, Corporate Counsel from December 2013 until May of 2018.
Ronniann Silver Franchise Business Development Manager	Ms. Silver has been Franchise Business Development Manager since November 2019. She has served in the same position for JIB since December 2016. From January 2013 to December 2016, she was a self-employed management consultant based in Overland Park, Kansas.
Marcus Tom Senior Vice President and Chief Operating Officer	Mr. Tom has been Senior Vice President and Chief Operating Officer since November 2019. He has served in the same roles for JIB Funding, SPV, JIB Properties, and JIB since November 2019. Vice President and Chief Operating Officer from July 2019 to November 2019. Mr. Tom served in the same roles for JIB Funding, SPV, and JIB Properties since July 2019 and for JIB since February 2018. Mr. Tom was Senior Vice President of 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 of Operations for the Einstein Bros. Bagels brand of JAB Beech Inc. in Lakewood, Colorado, from July 2015 to December 2016.
Stacy Soderstrom Franchise Recruitment Manager	Ms. Soderstrom has been Franchise Recruitment Manager since August 2020. She has served in the same role for JIB since August 2020. Ms. Soderstrom was Director Franchise Development for Dog Haus Worldwide, LLC in Pasadena, California from January 2019 to October 2019; Regional Franchise Development Manager for KFC US, LLC in Louisville, Kentucky from November 2016 to January 2019; and Vice President of Franchise Development for Top Level Management Services, LLC in Denver, Colorado from December 2014 to June 2016.

ITEM 3
LITIGATION

Pending Actions:

Foodmaker International Franchising Inc. and Foodmaker Inc. v JNB Food Corporation and William Ang (Philippines Regional Trial Court, Case No. 97-1823). In 1997, Foodmaker International Franchising Inc. and Foodmaker Inc. filed an action against a former franchisee in the Republic of the Philippines to force the closure of certain units being operated unlawfully and without a license or franchise agreement. The defendants counterclaimed, asserting they suffered damages due to the franchise closures. The Company won an initial ruling relating to the closure of the units, but Defendants continued to pursue the action. Since then, the court has scheduled multiple hearings to ensure that the record is complete before issuing a final decision. However, no decision has been issued by the Court to date.

National JIB Franchisee Association, Inc. v. Jack in the Box Inc., San Diego Superior Court, Case No. 37-2019-00031267. On December 4, 2018, the National JIB Franchisee Association, Inc. ("NFA") filed suit against Jack in the Box Inc. ("JIB") in the Los Angeles Superior Court, Case No. 18STCV06066 asserting claims for breach of contract, breach of covenant of good faith and fair dealing, accounting and declaratory relief. The complaint does not request monetary damages. On November 26, 2018, the Company filed a motion to transfer venue to San Diego, which was granted. In December 2019, the Court granted the NFA leave to file an amended complaint, which was substantially similar to the previously filed complaint, but adding three more causes of action, including breach of contract, unlawful retaliation, and an alleged violation of the right of franchisees to join a trade association. After granting further pleading based motions, on the Court granted the NFA leave to file a third amended complaint. The NFA's current operative pleading is against JIB and its affiliated company Different Rules, LLC (collectively, the "JIB Companies"). The third amended complaint is limited to seeking further access to budgets and reports related to the JIB Companies marketing fund and continued participation by JIB in one or more advisory committees partially comprised of franchisees. On April 3, 2020, the JIB Companies filed a demurrer and motion to strike portions of the third amended complaint. The hearing on that motion is currently set for February 26, 2021.

Marilyn Garner, Chapter 7 Trustee v. Jack in the Box Inc. (Cause No. 048-291340-17, 48th Judicial District, Tarrant County, Texas). In April 2017, Jack in the Box Inc. and Jack in the Box Eastern Division L.P. (collectively the "JIB Parties") filed a case against J&D Restaurant Group, LLC ("J&D") and Bernard J. Morrissey ("BJM") after BJM defaulted under various franchise agreements ("State Court Action"). In response to the State Court Action, J&D filed a Chapter 7 petition on May 19, 2017 (Case No. 17-42099) in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division ("Franchisee Bankruptcy Filing"). The State Court action was stayed and placed on inactive status by the state court as a result of the Franchisee Bankruptcy Filing. On April 17, 2019, Marilyn Garner, as Chapter 7 Trustee ("Trustee"),

filed a petition in intervention in the State Court Case asserting claims against JIB Parties. The Trustee sought damages for breach of franchise agreement relating to alleged mismanagement of the marketing fund, alleged failure to consent to a sale of the franchises and improper termination of the franchise agreements, breach of implied covenant of good faith and fair dealing, breach of lease agreements, violation of the Texas Uniform Fraudulent Transfer Act, and violation of the California Franchise Relations Act. The Trustee also filed an adversary proceeding in the bankruptcy court with identical allegations (Adv. No. 19-04051). The Trustee filed a motion to reinstate the State Court Case and a motion to sever the claims of the Trustee to create a new action in the state court. The Trustee's motion to reinstate was denied on July 9, 2019. On July 23, 2019, the JIB Parties filed a notice of removal in the state court action, thereby creating a second bankruptcy adversary proceeding ("Removed Adversary Proceeding") (Adv. No. 19-04078). On October 28, 2019, the bankruptcy judge consolidated the two adversary proceedings and then, by order dated November 18, 2019, both proceedings were remanded to state court. On June 9, 2020, the state court dismissed the Trustee's claims based on the California Franchise Relations Act. The parties are currently conducting discovery related to the Trustee's remaining claims.

Jack in the Box Inc., et al. v. San-Tex Restaurant, Inc., et al. (U.S. District Court for the Western District of Texas, San Antonio Division, Case No. 20-cv-00328). On June 2, 2020, the company filed a complaint seeking to stop a franchisee from continuing to operate restaurants in the San Antonio market after the franchise and lease agreements for those locations had been terminated. On June 30, 2020, the franchisee filed a counterclaim against the company asserting, among other things, wrongful termination, breach of contract, breach of the covenant of good faith and fair dealing and violation of California's Franchise Relations Act, California Unfair Practices Act, promissory estoppel, negligent misrepresentation, intentional misrepresentation, and civil conspiracy. The franchisee claims JIB wrongfully terminated the lease and franchise agreements, made misrepresentations regarding and failed to fully perform under a roof repair and tenant improvement program offered to operators of certain style of restaurant buildings and induced the franchisee to invest additional funds before and after termination. The lawsuit is currently in the pleading and preliminary motion stages.

Aslam Group, LLC, et al. v. Jack in the Box Inc., et al. (San Diego Superior Court, Case No. 37-2020-00015281). On May 26, 2020, a franchisee filed suit against JIB for breach of contract, breach of the implied covenant of good faith and fair dealing, and promissory estoppel. The franchisee generally alleges JIB made misrepresentations regarding a roof repair and tenant improvement program offered to operators of certain style of restaurant buildings. The franchisee claims that JIB failed to fully perform under that program and that JIB's allege misrepresentations induced the franchisee to buy additional properties that it would not have otherwise purchased. The franchisee further seeks damages associated with a third-party vendor that failed to provide credit card chip reader technology and royalties allegedly paid on sales that

were ultimately charged back to the franchisee as a result of fraud claims by customers. The lawsuit is currently in the pleading stages.

Ibrahim Investment Corp., et al. v. Jack in the Box Inc., et al. (San Diego Superior Court, Case No. 37-2020-00019032). On June 5, 2020, a franchisee filed suit against JIB asserting claims for breach of contract, breach of implied covenant of good faith and fair dealing, promissory estoppel, and specific performance. The franchisee generally claims JIB made misrepresentations regarding and failed to fully perform under a roof repair and tenant improvement program offered to operators of certain style of restaurant buildings. The franchisee further seeks modification to several franchise purchase, franchise and/or lease agreements, claiming the franchisee is entitled to relief based on representations by the company or mistaken facts on the part of the franchisee. The franchisee further seeks damages associated with a third-party vendor that failed to provide credit card chip reader technology and royalties allegedly paid on sales that were ultimately charged back to the franchisee as a result of fraud claims by customers. The lawsuit is currently in the pleading stages.

Concluded Cases:

Lauren Rehkopf v. Jack in the Box Inc. (San Diego Superior Court, Case No. 37-2014-00033641-CU-BT-CTL). On October 3, 2014, a class action complaint was filed claiming JIB engaged in unfair business practices by failing to allow a customer to exchange the remaining balance on her gift card for cash once the card held less than $10 in value. The case was settled in July 2016. The settlement provided that JIB 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 plaintiff filed a satisfaction of judgment on July 3, 2017.

Assurance of Discontinuance with the Washington State Attorney General. In December 2018, Jack in the Box Inc. entered into an Assurance of Discontinuance ("AOD") with the Washington State Attorney General. The AOD, which was filed in the State of Washington King County Superior Court, agreed that JIB will no longer include the non-solicitation and no-hire provisions in any of its franchise agreements in the United States as of the date the AOD was filed. It also agreed that JIB will no longer enforce those provisions in any of its existing franchise agreements in the United States, and that JIB will not seek to intervene or defend against any action brought by the AG's office against a franchise operator who attempts to enforce those provisions. JIB notified its franchisees about the AOD and requested that the Washington state franchisees execute an amendment to their existing franchise agreements that effectively removes the non-solicitation and no-hire provisions. JIB also removed both provisions from its current Franchise Agreement.

Concluded Litigation during Fiscal Year 2020:

San-Tex Restaurants, Inc. v. Jack in the Box Inc., et al. (San Diego Superior Court, Case No. 37-2020-00018726). On June 4, 2020, a franchisee filed suit against the company in response to a lawsuit filed by JIB in Texas seeking to halt the franchisee's continued operation of restaurants in the San Antonio market after the franchise and lease agreements related to same had been terminated. The franchisee's complaint asserted causes of action for breach of contract, breach of implied covenant of good faith and fair dealing, promissory estoppel, negligent misrepresentation, intentional misrepresentation, breach of contract, promissory estoppel. The franchisee generally claimed JIB wrongfully terminated the lease and franchise agreements, made misrepresentations regarding and failed to fully perform under a roof repair and tenant improvement program offered to operators of certain style of restaurant buildings and induced the franchisee to invest additional funds before and after termination. After the JIB filed a demurrer to the complaint, the lawsuit was dismissed by the franchisee on August 27, 2020.

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.

In November 2017, the San Diego County District Attorney's office initiated an investigation into the Company's policies and practices regarding the redemption for cash of gift cards with balances less than ten dollars. As a result of that investigation, on October 10, 2018, the Company entered into a Stipulation for Entry of Final Judgment with the County. The judgment requires the Company to post notices of its gift card redemption policy in all company and franchised owned restaurants in California for a period of five (5) years. It also requires the Company to create an internal compliance program to ensure and monitor compliance with the applicable Civil Code sections that govern gift card redemptions for cash in California.

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-owned 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), or otherwise.

Development Fee

If you sign a Single Unit Development Agreement with us, it will give you the right to construct one (1) Jack in the Box Restaurant. We do not currently charge a development fee for this Agreement.

If you sign the Multi-Unit Development Agreement, we grant you the right to construct an agreed-upon number of *Jack in the Box* restaurants in a specified geographic area. We do not currently charge a development fee for this Agreement.

We may offer a Development Incentive Program to qualified developers. 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 may be eligible for one the following incentive options, at Company's sole discretion (see Development Agreement, Exhibit I-2):

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 B1 (within your Core Markets): Upon the commencement of construction the restaurant on or before the compliance date, we will loan you $250,000 at 0% interest to be used toward development costs. Additionally, the royalty rate will be reduced to: (i) 2% for the first year; (ii) 3% for the second year; and (iii) 5% for all subsequent years. A Core Market is defined as your primary designated market area(s) ("DMA(s)").

OPTION B2 (within Developing and New Markets): Upon the commencement of construction the restaurant on or before the compliance date, we will loan you $300,000 at 0% interest to be used toward development costs. Additionally, the royalty rate will be reduced to: (i) 2% for the first year; (ii) 3% for the second year; and (iii) 5% for all subsequent years. A Developing Market is defined as a DMA that currently is or previously has been the subject of one or more development agreement(s). A New Market is defined as any DMA that has not previously been developed by us or franchisees in any manner.

Under both Option B1 and B2, 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.

If you close a restaurant and then open a replacement restaurant, it will not be eligible for these incentives. Under our Development Incentive Program, DMA categorization as Core, Developing, or New Market will be determined in our sole discretion. 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 (subject to state law) 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 M. 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 P) 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 $8,100 (in most cases) for installation of the point of sale system and $1875 (in most cases) for project management and software configuration fees for that installation (the fees may be higher if work is requested to be completed during non-business hours, weekends, or holidays, or if there is a request to expedite or reschedule/cancel).

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 $45,000 to $60,000. If you purchase an existing operating restaurant, you may also be required to purchase and install some of this equipment if it is outdated, not in working order, or not already installed.

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 $4,500 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. 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. The amount of compensation due to franchisees or Company may vary considerably and will depend on the amount of predicted sales transfer.

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. Due to the numerous variables in these situations, we cannot provide an estimate for these costs

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. Due to the numerous variables in these situations, we

cannot provide an estimate for these costs. None of the costs and fees associated with Company-initiated sites are refundable.

Referral Program

We have a franchise referral program, under which real estate developers and real estate brokers can receive a referral fee of up to $50,000 for eligible referrals. This program can be terminated or modified at any time.

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty (other than Royalty for Games & Devices)	5% of Gross Sales (see note 3) (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-owned 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.
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.
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 an existing restaurant location from us or our affiliates, you will pay monthly minimum rent, as well as percentage rent based on each month's Gross Sales (after offsetting minimum rent paid in such month). The standard formula for determining minimum rent is the greater of: (i) underlying rent under the master lease for the restaurant location; or (ii) 9.5% of 90% of trailing 52 week sales at the restaurant. The typical percentage rent is 9.5% of Gross Sales. For new restaurant openings in which you lease the restaurant location from us, minimum rent is determined based upon the terms set forth in the applicable Development Agreement (currently 105% of underlying master lease rent).

Type of Fee	Amount	Due Date	Remarks
Cure Under Lease by Us	All costs we incur	Upon Demand	If you fail to perform any obligation under the lease, we may cure the default and you must pay all costs we incur along with interest.
Rent Default - Interest	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) 20% or (b) the prime commercial interest rate by Bank of America, N.T.& S.A., plus 2%	Upon Demand	Due if you fail to pay rent by the due date
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.
Hold Over Rent	200% of the fixed minimum rent payable during the last month of the term.	Upon Demand	If you fail to vacate the restaurant location at the end of the term of the lease, you must pay, in addition to percentage rent due, holder over rent.
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.
Software Configuration and Management Project Related Fees (for transfers)	$125 an hour during regular business hours, but see notes for off-hour rates.	As Incurred	The fee rate is $175 an hour during non-business hours (7pm-7am), and $375 an hour during weekends and holidays with a 2-hour minimum. There is also a $250 fee to expedite project work or for cancellation if a site is not ready for the installation.

Type of Fee	Amount	Due Date	Remarks
Technical Support Service Fees (RTS Call Center Services Fees)	$137.80 - $178.81	Monthly	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. Support Services excludes project work (i.e. new restaurant openings, change of ownership, remodel support, Windows 10, etc.). 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	Fees are based on the type of equipment and type of services selected.
POS Fee	$51.60 - $66.96	Monthly	POS maintenance and support fee.
Back Office Fee	$120.37 -$156.20	Monthly	Fee to support back-office software applications.
Email Collaboration	$28.33 - $36.76	Monthly	Software license fee.
Data Services Fee	$17.18 - $22.29	Monthly	For restaurant menu management services.
Security	$16.87 -$21.89	Monthly	Information security infrastructure services to mitigate risks from cyber threats and vulnerabilities.
Reporting	$47.85 - $62.09	Monthly	Business Intelligence Data and Analytics (Jack DnA) integrated sales, services and operational dashboards.
Next Generation Network (NGN)	$161 to $230 plus tax per restaurant, plus construction costs and/or universal service fee set by vendor, if applicable	One-time fee	Includes broadband connection, managed firewall, network switch, backup network (4G) connectivity, security services, private Wi-Fi, and, if selected, public Wi-Fi. 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.
Purchase Requisitions – Broker Fee	8%	As incurred	Paid to us when you procure and or lease from us certain hardware, software, other equipment or other technological materials.
Purchase Requisitions – Incidental Fees	Varies	As incurred	Includes any fees incidental to the purchase, lease, delivery and/or performance in providing technological goods and services.
Purchase Requisitions – Cancelled Order Fee	Varies	As incurred	Cancellation or modification of an equipment order is at our sole discretion. If we agree to modify or cancel an order, you must pay all handling charges, transportation expenses, and restocking charges.
Technology Investment Fund	None currently.	N/A	Includes any, but not limited to, new ordering, marketing, management and entertainment technologies.

Type of Fee	Amount	Due Date	Remarks
Jack's Ca$h	The then-current fee per restaurant, which is currently $10 per month	Monthly	For processing of Jack's Ca$h gift cards.
Stored Value Card Services Program Service Fee	The service fee shall be determined annually, but will not exceed $34 a month.	Monthly	Services in connection with the administration of a Gift Card Program. JIB SVC will notify you of any change in the amount of the fee, which will take effect 30 days after such notice is given.
Financial Audit	Cost of 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 or (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. The cost of an audit includes charges for independent accountants, outside attorneys' fees, and travel costs and a reasonable per-diem charge for employees of the Company.
Food Safety Reassessment	Cost of inspection	Upon demand	Payable only if you have failed a food safety assessment. 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-owned 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.

Type of Fee	Amount	Due Date	Remarks
Indemnification	Varies	As incurred	You must reimburse the Company for claims against us relating to the construction or operation of your restaurant.
Taxes	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.
Freight	Varies	As incurred	Standard overnight and ground rates.
Collection Costs	Any and all costs and expenses incurred by us in collecting any monies owed by you	Upon Demand	
Attorneys' costs and fees	All costs, including reasonable accounting and attorneys' fees, incurred as a result of the legal action	Upon Demand	These costs and fees are due to the prevailing party in any litigation.
De-identification Costs	Any costs incurred to de-identify the premises	Upon Demand	If you fail to de-identify the premises after termination or expiration and we make nonstructural changes, you must reimburse us for the costs.

1. Licensees in Nontraditional Locations may pay reduced fees.
2. Unless otherwise indicated, all fees are imposed by and payable to Different Rules, LLC, and are nonrefundable.
3. 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 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. Certain amounts are excluded from Gross Sales.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT [1]

Type of Expenditure	Estimated Amount or Estimated Low -High Range		Method of Payment	When Due	To Whom Made
Initial franchise fee[2]	$0	$50,000	Lump sum	At signing of Franchise Agreement	Us
Fee for trade area survey analysis[3]	$4,500 (plus all expenses)	$7,000 (plus all expenses)	Lump sum	As agreed	Us
Land [4]	Not included	Not included	Not included	Not included	Not included
Fee for architect/ engineering services[5]	$49,000	$166,000	As agreed	As agreed	Consultants
Environmental assessment[5, 6]	$2,500	$34,000	As agreed	As agreed	Consultants
On-site improvements[7]	$286,000	$507,000	As agreed	As incurred	Contractors, Vendors, Suppliers
Building Improvements[8]	$611,000	$785,000	As agreed	As agreed	Contractors, Vendors, Suppliers
Furniture, fixtures and equipment[9]	$408,000	$469,000	As agreed	As incurred	Suppliers
IT equipment and installation[10]	$45,000	$60,000	As agreed	As agreed	Us or suppliers
Computer-related services and licensing[11]	$1,000	$1,000	As agreed	Primarily	Us
Initial inventory	$12,000	$20,000	As agreed	As incurred	Suppliers
Pre-opening training and inventory expenses[12]	$50,000	$55,000	As agreed	As incurred	Employees
Pre-opening additional funds[13]	$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[14]	$500	$3,000	As agreed	As incurred	Utilities
Additional funds[15] (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)[16]	**$1,651,500**	**$2,638,600**			

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

Type of Expenditure	Amount Low Estimate	Amount High Estimate	Method of Payment	When Due	To whom payment is to be made
Development Fee[17]	$0	$0	N/A	N/A	N/A
Professional Fee	$1,000	$5,000	As incurred	As incurred	Third parties
Total Estimated Initial Investment for Two (2) Jack in the Box Restaurants (Based Upon High / Low Ranges from Table Above)	$3,303,000	5,277,200	See Table Above for Each Expenditure	See Table Above for Each Expenditure	See Table Above for Each Expenditure
Total Estimated Initial Investment for a Development Agreement	$3,304,000	$5,282,200			

(1) These initial investment figures are based on Company-developed restaurant costs to open MK9 and MK10 prototypical buildings in fiscal years 2017 to 2019. 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 form 10-K annual report filed with the Securities and Exchange Commission is between $1,400,000 and $2,000,000.

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

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

(4) 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 L, Lease Agreement, for a description of lease terms if you lease from the Company.) The size of property necessary to develop a new Jack in the Box 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 130 feet of frontage depending on building orientation, 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

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

(10) 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.

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

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

(13) “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.

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

(15) “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.

(16) 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.)

(17) Your estimated initial investment under the Development Agreement will vary depending on the number of Jack in the Box Restaurants you develop. The estimated initial investment chart reflects the minimum number of two (2) development commitments. No part of this initial investment is refundable.

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: 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.

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 and does have a market broker program. Our approval of a site is no representation, promise, or guarantee of its success. If you purchase a franchise for a company operated restaurant that will be sold to you, 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, and must work with Company personnel prior to pursuing any opportunities.

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 Company-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.

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 September 29, 2019, the Company and its affiliates received revenue of approximately $0.5 million (or 0.06% of the Company's total annual revenue of approximately $950 million) from leasing equipment to franchisees. These amounts were almost entirely offset by costs. The Company also received revenue of approximately $272 million (or 28.6% of the Company's total annual revenue of approximately $950 million) of rental income from leasing real property to franchisees.

Food, Packaging, Smallwares, Food Handling Equipment, Chemicals, and Uniforms. You must purchase and use in your restaurant only those food, packaging items, smallwares, food handling equipment, chemicals, and uniforms 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, packaging items, smallwares, food handling equipment, chemicals, 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 managed through the Food Safety department. 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 seventy-five percent (75%) to eighty-five percent (85%) of the total costs associated with developing a franchised *Jack in the Box* restaurant (excluding the 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 2019, the Company received marketing-related reimbursements and/or services from suppliers, with an approximate value of $955,170. 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 called the "Supply Chain Management Committee" ("SCMC"), and is currently a per-unit charge of thirteen cents ($0.13) (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 on a weekly basis. In fiscal year 2019, our parent JIB received total Sourcing Fees of approximately $4,450,399, and any unused funds were returned to franchisees on a pro-rata basis.

At a meeting convened in June 2017, the SCMC voted (in a vote that was moved and seconded by franchisee members of the SCMC) to approve hiring an employee who has expertise in negotiating Equipment Purchasing to do so for the Jack in the Box System, and to pay for that position by increasing the Sourcing Fee by the amount necessary to cover the costs of this employee (estimated to be between $0.005 and $0.01 per unit, or between approximately $87 and $175 on average per year per store, with the current cost being close to the $0.005 per unit figure). As a consequence, the Sourcing fee disclosed in the previous paragraph now covers all food and beverage, smallwares, and packaging product purchases through third-party distributors, as well as the cost of this Equipment Purchasing staff position.

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 $0.02 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 2019, the Company received total Customer Fund Fees of $1,097,940, 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 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 Single Unit Development Agreement; Sections 6.A. and 7.A. of Multi-Unit 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; Sections 8. and 9. of Single Unit Development Agreement; Sections 7. and 8. of Multi-Unit Development Agreement ; Section 5.B. of Nontraditional License Agreement	Items 8 and 11

Obligation		Section in Agreement	Item in Disclosure Document
d.	Initial and ongoing training	Sections 5.J. and 7. of Franchise Agreement; Sections 5.I. and 6. of Nontraditional License Agreement	Item 11
e.	Opening	Section 9. of Single Unit Development Agreement; Section 8. of Multi-Unit Development Agreement	Item 11
f.	Fees	Sections 2., 8. and 14. of Franchise Agreement; Section 11.D. of Single Unit Development Agreement; Section 10.D. of Multi-Unit 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 Single Unit Development Agreement; Section 21. of Multi-Unit Development Agreement; Sections 5.A., 5.C., 5.K., 9. and 10. of Nontraditional License Agreement	Items 13 and 14
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 Single Unit Development Agreement; Section 6. of Multi-Unit 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

Obligation		Section in Agreement	Item in Disclosure Document
n.	Insurance	Section 12. of Franchise Agreement; Section 15.B. of Single Unit Development Agreement; Section 14.B. of Multi-Unit 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 Single Unit Development Agreement; Section 14. of Multi-Unit 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 Single Unit Development Agreement; Section 5. of Multi-Unit 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. and 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 Single Unit Development Agreement; Sections 9, 10., and 11. of Multi-Unit 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 Single Unit Development Agreement; Sections 15.B. and 15.C. of Multi-Unit 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.D., 5.K., 9.C., 18.D. and 18.I. of Franchise Agreement; Sections 8.H., 10., and 13. of Single Unit Development Agreement; Sections 7.H., 9., and 12. of Multi-Unit Development Agreement; Sections 4.G., 5.J. and 8.D. of Nontraditional License Agreement	Item 17
z.	Compliance with other agreements	Section 17. of Franchise Agreement	None

ITEM 10
FINANCING

The Company does not regularly offer financing in connection with the establishment or operation of new franchised restaurants. 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 or one of its affiliates will loan you $250,000 or $300,000 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 K); (ii) no security interest is required by the Company or its affiliate; (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 must pay us five percent (5%) of the total amount of each payment; to the extent permitted by law, any amounts outstanding will accrue interest at a default rate of 12% until paid in full; and 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 or its affiliates' practice or intent to sell, assign, or discount to a third party all or part of the loan arrangement.

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 Master Technology Agreement. (See Exhibit P.) If you participate, the Company may charge you up to a standard eleven percent (11%) mark-up, 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.

For all assistance and obligations described in this Item 11, JIB will act on our behalf as Manager, as explained in Item 1.

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, financial impact to existing restaurants within the market, 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 and the Development Agreement could be terminated. (See Exhibit I-1, Single Unit Development Agreement, Section 8C. and Exhibit I-2, Multi-Unit Development Agreement, Section 7C.) 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 I-1, Single Unit Development Agreement, Sections 8D – 8F.and Exhibit I-2, Multi-Unit Development Agreement, Sections 7D – 7F.) 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 lease a site from a third party, it must include specific terms and conditions we require (see Exhibit H-1, Franchise Agreement, Section 3, Exhibit H-2, Nontraditional License Agreement, Section 3, Exhibit I-1, Single Unit Development Agreement, Section 8.D and Exhibit I-2, Multi-Unit Development Agreement, Section 7.D).

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 I-1, Single Unit Development Agreement, Sections 8D – 8H.and Exhibit I-2, Multi-Unit Development Agreement, Sections 7D – 7H.) Any design modifications to the prototypical design, including site adapted drawings, must be pre-approved by the Company. 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 obtain financing, secure permitting, construct a restaurant, and hire and train your workforce, among other things. Approximately three months before your restaurant is opened, you must sign our then current form of Franchise Agreement (See Exhibit I-1, Single Unit Development Agreement, Section 9. and Exhibit I-2, Multi-Unit Development Agreement, Section 8.)

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 H-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 H-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 H-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 H-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 H-1, Franchise Agreement, Section 5.)

There is no franchisee advertising council that advises the Company on advertising policy; however, the Company is in the process of forming a new advisory council called the Leadership Advisory Council ("LAC").

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 H-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 LAC and(or) or designees of the National Jack in the Box Franchise Association (the "NFA") at their request, but no more than once per year. Moreover, only if requested by the LAC, not more than annually, and at the expense of the Marketing Fund, independent auditors selected by the Company will prepare a report regarding the sources and uses of Marketing Fund dollars for review by the NFA and/or LAC.

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 2019 fiscal year, contributions to the Marketing Fund were spent as follows (in approximate percentages): 70.4% on media, 11.6% on agency fees, 7.8% on production, 5.4% on administrative expenses, and 4.7% on other expenses. The "other expenses" include, among others, preparation and distribution of point-of-purchase advertising and promotional materials, marketing research, product development and testing, brand development initiatives, and data processing. The Marketing Fund ended fiscal year 2019 with a surplus of 0.1% of the funds contributed, which was carried over into the following fiscal year.

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 H-1, Franchise Agreement, Section 5.E.) We estimate the cost to purchase the computer system to be $45,000-$60,000 and the cost to replace/upgrade the computer system to be $45,000-$60,000. 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 Company 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 2020, 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 P.)

(c) the Next Generation Network (NGN) equipment and services, which includes a broadband connection, managed firewall & network switches, security services, private Wi-Fi, and, if selected, public Wi-Fi and IoT Wi-Fi backup network (satellite/4G) connectivity. You are required to use the NGN equipment and serves and pay the associated monthly fees. 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 to be $138 to $185 per month, plus backup connection charges, as necessary. (See Exhibit P.)

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

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 H-1, Franchise Agreement, Section 5.E.)

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
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

				Requirements By Level			
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**	**TM**	**TL**	**RM**	**FO**
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 H-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.

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 Web-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 Web-Based Training Programs, and Food Safety Management Certification, if required in your jurisdiction.

There are charges associated with setting up your web equipment, but there is currently no extra charge for obtaining access to the Web-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 Shannon McKinney, Vice President Operations Services and Field Performance Support. He has been employed by our parent JIB since March 2019. He has worked in restaurant operations and training for approximately 25 years, in various field and corporate positions.

Our training program is currently comprised of Web-Based training and on-the-job training ("OJT"), but we are testing alternative methods of delivering training, including via the internet. Web-based training must be completed in combination with, and never in lieu of, OJT. Web-based training is currently available at all restaurants. OJT is conducted in a restaurant by a specially trained Restaurant Manager. Web-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 H-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 Web-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 H-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, Nontraditional License Agreement and Single Unit Development Agreement (Exhibits H-1, H-2 and I-1)

The Company only grants franchises for specific restaurant locations.

The Single Unit Development Agreement is signed for each location and grants you the right to construct a single *Jack in the Box* restaurant within the Development Area. The Development Area under this Agreement could be a specific site or a larger area agreed to and described in the Agreement. The Company will not grant new *Jack in the Box* franchises to any person or entity other than you for the operation of and the Company will not open, any new *Jack in the Box* restaurant within the Development Area; however, if Company or any other franchisee already operates one or more *Jack in the Box* restaurants within the Development Area, Company 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 you; or (iii) develop and open, or allow a franchisee to develop and open, an offset restaurant to replace any such existing location(s). Company 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

Under the Franchise Agreement and Nontraditional License Agreement, you will not receive an exclusive territory. 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.

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).

The Franchise Agreement, the Nontraditional License Agreement and Single Unit Development Agreement do not give you the right to establish additional franchised or licensed restaurants, whether by option or right of first refusal.

Multi-Unit Development Agreement (Exhibit I-2)

If you sign a Multi-Unit 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. The Development Area will be described in the Multi-Unit Development Agreement. Development Areas may be designated at the Company's discretion in such manner as it deems appropriate but, typically, we define Development Areas by counties. In most cases, the Multi-Unit 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 Multi-Unit 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 Agreement, except at nontraditional venues or other locations specifically disclosed in the Agreement. However, if there is a restaurant already operating in the Development Area at the time you enter into a Multi-Unit 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.

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, 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.

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. 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 company operated *Jack in the Box* restaurants are 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.

You must promptly notify us if you become aware of the use of, or a claim of a right to, one of our materials. 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 materials licensed to you. You must fully cooperate in defending or settling of any administrative proceeding or litigation relating to our materials. Subject to the terms of the franchise agreement, we must protect you against claims of infringement or unfair competition based upon any authorized use of our materials. The Company may require you to modify or discontinue your use of any materials, in its sole discretion, and you may be required to modify or discontinue such use at your own expense.

Under the Master Technology Agreement, we do not claim ownership of the content you provide to us (including feedback and suggestions), or content posted, uploaded, input or submitted to the technology system or any associated services (collectively "Submissions"). By providing, posting, uploading, inputting, or submitting Submissions, you grant us a license to use the Submissions in connection with the operation of our business and we are not required to pay you any compensation.

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 the Company.

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

These tables list important provisions of the Franchise Agreement, Nontraditional License Agreement, and Development Agreement. You should read the provisions in each agreement attached to this disclosure document.

THE FRANCHISE RELATIONSHIP

	Provision	Section in Franchise Agreement	Summary
a.	Term of the franchise	§ 1	20 year term
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 M), signing a new Franchise Agreement and paying a new franchise fee, and amending your other existing Franchise Agreements to reflect current provisions. The general release is subject to restrictions in applicable state law. The new franchise agreement may contain materially different terms and conditions form the original franchise agreement. 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	

Provision		Section in Franchise Agreement	Summary
f.	Termination by the Company with cause	§ 15, § 18	We may terminate for cause.
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; failure to comply with any other agreement with us; 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.

Provision		Section in Franchise Agreement	Summary
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.
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. The general release is subject to restrictions in applicable state law.
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, § 16, §18.G.	We can purchase under some circumstances upon your death or disability. (See paragraph below.) Upon termination or expiration, we can purchase certain materials that have our trade names or marks at your cost and the restaurant equipment, furniture, fixtures and signs at fair market value.
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.

Provision		Section in Franchise Agreement	Summary
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	Subject to applicable state law, non-binding mediation.
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.

Provision		Section in Development Agreement	Summary
a.	Term of the franchise	§ 4	The term of Development Agreement expires on the last required opening date.
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 M), signing a new Development Agreement and paying any fees we require. The general release is subject to restrictions in applicable state law. The new development agreement may contain materially different terms and conditions form the original franchise agreement.
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 (Single Unit) § 15 (Multi-Unit)	Default under Development Schedule, bankruptcy, and other grounds.

Provision		Section in Development Agreement	Summary
g.	"Cause" defined - defaults which can be cured	§ 16 (Single Unit) § 15 (Multi-Unit)	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 (Single Unit) § 15 (Multi-Unit)	Voluntary bankruptcy and other insolvency.
i.	Your obligations on termination/nonrenewal	§ 16 (Single Unit) § 15 (Multi-Unit)	Cease establishing restaurants, cease operating any restaurant for which a Franchise Agreement has not been executed, payment of amounts due, compliance with covenants.
j.	Assignment of contract by the Company	§ 11.E (Single Unit) § 10.E (Multi-Unit)	There are no limits on our assignment rights.
k.	"Transfer" by you - defined	§ 11 (Single Unit) § 10 (Multi-Unit)	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 (Single Unit) § 10.B (Multi-Unit)	We have the right to approve transfers.
m.	Conditions for the Company's approval of transfer	§ 11.D (Single Unit) § 10.D (Multi-Unit)	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. The general release is subject to restrictions in applicable state law.
n.	The Company's right of first refusal to acquire your business	Not Applicable	

Provision		Section in Development Agreement	Summary
o.	The Company's option to purchase your business	Not Applicable	
p.	Your death or disability	§ 12 (Single Unit) § 11 (Multi-Unit)	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 (Single Unit) § 23.E (Multi-Unit)	Must be in writing and signed by both parties.
t.	Integration/merger clause	§ 24.B (Single Unit) § 23.B (Multi-Unit)	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	
v.	Choice of forum	§ 24.D (Single Unit) § 23.D (Multi-Unit)	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 (Single Unit) § 23.A (Multi-Unit)	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.

Provision		Section in Nontraditional License Agreement	Summary
a.	Term of the franchise	§ 1	20 year term
b.	Renewal or extension of the term	Not Applicable	No right of renewal.
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 M), signing a new License Agreement and paying a new franchise fee, and amending your other existing License Agreements to reflect current provisions. The general release is subject to restrictions in applicable state law. The new license agreement may contain materially different terms and conditions form the original franchise agreement. 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.

Provision		Section in Nontraditional License Agreement	Summary
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.
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.

Provision		Section in Nontraditional License Agreement	Summary
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. The general release is subject to restrictions in applicable state law.
n.	The Company's right of first refusal to acquire your business	Not Applicable	
o.	The Company's option to purchase your business	§ 16.B.	Upon termination or expiration, we may purchase certain materials that have our trade names or marks at your cost and the restaurant equipment, furniture, fixtures and signs at fair market value.
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.
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	

Provision		Section in Nontraditional License Agreement	Summary
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 R 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 29, 2019, and were operated by the same franchisee(s) for that entire period.

The table represents data for 1,945 franchise-operated restaurants, which excludes the information for the following franchise-operated restaurants that were open on September 30, 2018: nineteen (19) restaurants that opened in 2019; thirteen (13) restaurants that permanently closed in 2019; one hundred and twelve (112) restaurants with insufficient data; and thirty (30) restaurants operated in Hawaii/Guam.

The restaurants represented in the table comprise approximately 92% of franchised *Jack in the Box* restaurants as of September 29, 2019. 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, 2019

	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	298	329	394	339	585	1,945
	15%	17%	20%	17%	30%	100%
% by State						
CA	10%	18%	29%	50%	70%	40%
AZ	3%	10%	11%	10%	5%	8%
TX	50%	40%	28%	21%	13%	28%
WA	5%	8%	11%	10%	4%	7%
Other	32%	24%	21%	9%	8%	17%
Average Sales (1)	821,415	1,134,020	1,381,989	1,630,377	2,106,706	1,515,423
	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
# and % of Restaurants in Sales Range that Met or Exceeded Average Sales	164	169	208	168	226	935
	55%	51%	53%	50%	39%	48%
High of Sales (1)	999,290	1,248,558	1,499,322	1,749,517	4,092,756	4,092,756
Median of Sales (1)	821,415	1,134,020	1,381,989	1,630,377	2,106,706	1,515,423
Low of Sales (1)	379,071	1,001,387	1,252,441	1,501,846	1,751,147	379,071
Cost of Sales (2)	247,791	326,024	390,317	451,082	576,922	424,321
	30.2%	28.7%	28.2%	27.7%	27.4%	28.0%
Labor						
Production Labor (3)	218,825	276,545	318,627	370,423	459,036	347,476
	26.6%	24.4%	23.1%	22.7%	21.8%	22.9%
Management Comp (4)	46,354	48,000	53,851	57,381	65,442	55,814

Payroll Taxes/Ins [5]	37,224	45,651	53,096	61,046	77,876	58,243
Total Labor	302,402	370,196	425,575	488,849	602,353	461,534
	36.8%	32.6%	30.8%	30.0%	28.6%	30.5%
Gross Profit [12]	271,222	437,800	566,096	690,446	927,431	629,568
	33.0%	38.6%	41.0%	42.3%	44.0%	41.5%
Operating Costs						
Advertising [6]	42,077	57,690	70,518	82,797	107,400	77,224
Royalty [7]	36,631	52,408	67,174	82,391	119,222	78,303
Utilities [8]	40,195	44,071	47,119	51,780	62,216	50,896
Occupancy [9]	126,260	146,936	168,980	190,429	241,095	184,134
Other [10]	79,742	87,655	96,269	100,997	115,776	98,971
Total Operating Costs	324,905	388,761	450,060	508,393	645,709	489,528
	39.6%	34.3%	32.6%	31.2%	30.7%	32.3%
Operating Margin [13]	-53,683	49,039	116,036	182,053	281,722	140,040
	-6.5%	4.3%	8.4%	11.2%	13.4%	9.2%
# and % of Restaurants in Sales Range that Met or Exceeded Operating Margin	155	176	209	175	281	996
	52%	53%	53%	52%	48%	51%
High of Operating Margin	118,498	257,865	366,399	436,613	720,862	720,862
Median of Operating Margin	-50,455	55,581	122,038	183,903	275,075	138,168
Low of Operating Margin	-262,790	-121,796	-145,220	-88,421	-177,318	-262,790

1) 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 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. Certain amounts are excluded from Gross 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
12) The term “Gross Profit” means Gross Sales less cost of sales and total labor
13) The term “Operating Margin” means Gross Profit less total operating costs

We have only included some of the cost categories in the table above. Among others, we excluded: 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-owned *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 Senior Vice President, Chief Legal and Risk Officer, Sarah Super, 9357 Spectrum Center Blvd, San Diego, California 92123 (858) 571-2435, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE 1 - SYSTEM-WIDE OUTLET SUMMARY FOR FISCAL YEARS 2017 TO 2019

Outlet Type	Year	Outlets At The Start Of The Year	Outlets At The End Of The Year	Net Change
Franchised	2017	1,838	1,975	+137
	2018	1,975	2100	+125
	2019	2100	2106	+6
Company-owned	2017	417	276	-141
	2018	276	137	-139
	2019	137	137	0
Total Outlets	**2017**	**2,255**	**2,251**	**-4**
	2018	**2,251**	**2237**	**-14**
	2019	**2237**	**2243**	**+6**

TABLE 2 - TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR FISCAL YEARS 2017 TO 2019

State	Year	Number of Transfers
California	2017	12
	2018	11
	2019	25
Nevada	2017	1
	2018	16
	2019	0
Oklahoma	2017	0
	2018	4
	2019	0
Oregon	2017	17
	2018	0
	2019	0
Tennessee	2017	14
	2018	0
	2019	0

State	Year	Number of Transfers
Texas	2017	7
	2018	40
	2019	0
Utah	2017	0
	2018	3
	2019	0
Total	**2017**	**51**
	2018	**74**
	2019	**25**

TABLE 3 - STATUS OF FRANCHISE OUTLETS
FOR FISCAL YEARS 2017 TO 2019

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	2017	157	6	1	0	0	1	161
	2018	161	8	0	1	0	2	166
	2019	166	2	0	0	0	1	167
California	2017	696	95	1	0	19	2	769
	2018	769	62	4	0	0	0	827
	2019	827	7	0	0	0	2	832
Colorado	2017	4	12	0	0	0	0	16
	2018	16	0	0	0	0	0	16
	2019	16	0	0	0	0	0	16
Guam	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Hawaii	2017	30	0	0	0	0	0	30
	2018	30	0	0	0	0	0	30
	2019	30	1	0	1	0	0	30
Idaho	2017	31	1	0	0	0	0	32
	2018	32	0	0	0	0	1	31
	2019	31	1	0	0	0	0	32

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
Illinois	2017	13	0	0	0	0	0	13
	2018	13	0	0	0	0	0	13
	2019	13	0	0	0	0	0	13
Indiana	2017	0	3	0	0	0	0	3
	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3
Kansas	2017	0	5	0	0	0	0	5
	2018	5	0	0	0	0	0	5
	2019	5	0	0	0	0	0	5
Louisiana	2017	17	0	0	0	0	0	17
	2018	17	0	0	0	0	0	17
	2019	17	0	0	0	0	0	17
Missouri	2017	59	2	0	0	0	0	61
	2018	61	0	1	0	0	0	60
	2019	60	1	0	0	0	1	60
Nevada	2017	74	2	0	0	0	0	76
	2018	76	1	0	0	0	0	77
	2019	77	1	0	0	0	0	78
New Mexico	2017	9	0	0	0	0	0	9
	2018	9	0	0	0	0	0	9
	2019	9	0	0	0	0	1	8
North Carolina	2017	19	0	0	0	0	0	19
	2018	19	0	0	0	0	0	19
	2019	19	0	0	0	0	0	19
Ohio	2017	0	2	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
Oklahoma	2017	11	5	0	0	0	0	16
	2018	16	0	0	0	0	0	16
	2019	16	1	0	0	0	0	17
Oregon	2017	54	0	1	0	0	0	53
	2018	53	0	0	0	0	0	53
	2019	53	0	0	0	0	0	53

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
South Carolina	2017	10	0	0	0	0	0	10
	2018	10	0	0	0	0	0	10
	2019	10	0	0	0	0	0	10
Tennessee	2017	14	0	0	0	0	0	14
	2018	14	0	2	0	0	1	11
	2019	11	0	0	0	0	0	11
Texas	2017	486	62	3	0	31	0	514
	2018	514	74	7	0	0	1	580
	2019	580	5	0	1	0	4	580
Utah	2017	2	1	0	0	0	0	3
	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3
Washington	2017	151	0	0	0	0	0	151
	2018	151	1	1	0	0	0	151
	2019	151	0	0	1	0	1	149
TOTAL	**2017**	**1,838**	**196**	**6**	**0**	**50**	**3**	**1,975**
	2018	**1,975**	**146**	**15**	**1**	**0**	**5**	**2100**
	2019	**2100**	**19**	**0**	**0**	**0**	**13**	**2106**

TABLE 4 - STATUS OF COMPANY-OWNED OUTLETS
FOR FISCAL YEARS 2017 TO 2019

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	2017	12	0	0	0	0	12
	2018	12	0	0	0	7	5
	2019	5	0	0	0	0	5
California	2017	243	1	19	1	92	170
	2018	170	0	0	0	61	109
	2019	109	0	0	0	0	109

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	2017	16	0	0	4	12	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Indiana	2017	6	0	0	3	3	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Kansas	2017	5	0	0	0	5	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Missouri	2017	2	0	0	0	2	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Ohio	2017	2	0	0	0	2	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Oklahoma	2017	5	0	0	0	5	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Texas	2017	126	1	31	7	57	94
	2018	94	1	0	5	67	23
	2019	23	0	0	0	0	23
TOTAL	**2017**	**417**	**2**	**50**	**15**	**178**	**276**
	2018	**276**	**1**	**0**	**5**	**135**	**137**
	2019	**137**	**0**	**0**	**0**	**0**	**137**

PROJECTED OPENINGS AS OF SEPTEMBER 30, 2019

State	Franchise Agreements Signed but Outlets Not Opened (1)	Projected New Franchised Outlets in the Current Fiscal Year 2020	Projected New Company-Owned Outlets in the Current Fiscal Year 2020
Arizona	7	0	0
California	21	0	1
Colorado	1	0	0
Texas	10	0	0
Total	**39**	**0**	**1**

(1) Company does not sign a franchise agreement for a new unit until the Restaurant is ready to open. Accordingly, Column 1 of table 5 labeled "Franchise Agreement signed but Outlets Not Yet Opened" includes the sites that developers/franchisees have submitted to Company and Company has accepted.

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;

- 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 2019, or who have not communicated with the Company within the 10-week period before this Franchise Disclosure Document was issued; and

- franchisees that have signed a Franchise Agreement but not yet opened a restaurant.

FRANCHISEE ASSOCIATIONS

The Company is aware of two trade name-specific franchisee associations. One is called the National JIB Franchisee Association, Inc. ("NFA"), a California corporation. It can be contacted at P.O. Box 231034, San Diego, CA 92193 (619) 787-8309. The other is called the Jack in the Box Operators Association ("JOA"). It can be contacted at 4917 Genesta Avenue, Encino, CA 91316, (818) 285-2176. The Company does not sponsor or endorse either association.

The Company is in the process of forming a new advisory council called the Leadership Advisory Council ("LAC"). Franchisee members will be comprised of eight franchise operator members, who will be elected based on designated marketing area ("DMA") as follows: (1) Western DMA – four members; (2) Southwest DMA – one member; (3) Southern DMA – two members; (4) Contiguous DMA – one member. Each elected member serves a two year term, and must wait one term of two years before being eligible for a new election. The Company may appoint up to three members and may modify the membership of the council at its discretion. The LAC can be contacted at 9357 Spectrum Center Blvd, San Diego, California 92123 (858) 571-2121.

CONFIDENTIALITY AGREEMENTS

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Different Rules, LLC. 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 the audited consolidated financial statements of our parent company, Jack in the Box SPV Guarantor, LLC and its subsidiaries ("SPV"), as of September 29, 2019 and unaudited financial statements of SPV as of July 5, 2020. Since SPV has not been in operation for three years, it does not have three years of audited financial statements to include in this disclosure document. Under the Guaranty of Performance (included in Exhibit A), SPV has absolutely and unconditionally guaranteed our duties and obligations under the franchise agreement.

Also included are the audited consolidated balance sheets of our indirect parent company, Jack in the Box Inc. and subsidiaries as of September 29, 2019 and September 30, 2018, the related consolidated statements of earnings, comprehensive income, stockholders' deficit, and cash flows for each of the fifty-two weeks ended September 29, 2019, September 30, 2018, and October 1, 2017. These financials are being included for disclosure purposes only. As reflected in Item 1, Jack in the Box, Inc. is our Manager, performing certain services on our behalf. Jack in the Box, Inc. is not a party to the Franchise Agreement, Nontraditional License Agreement, or Development Agreement we sign with franchisees, nor does it guarantee any of our obligations.

ITEM 22
CONTRACTS

The following contracts are attached:

EXHIBITS

E. Application Package
F. Non-Disclosure Agreement
G. Statement of Prospective Franchisee
H-1 Franchise Agreement (and Development Incentive Amendment to Franchise Agreement)
H-2 Nontraditional License Agreement
I-1. Single Unit Development Agreement
I-2. Multi-Unit Development Agreement
J. Authorization for Prearranged Payments
K. Promissory Note – Development Incentive Program
L. Lease Agreement - Jack in the Box Franchised Restaurant
M. General Release of All Claims
N. National Burger League Participation Agreement
O. Equipment Brokerage Agreement
P. Master Technology Agreement
Q. Stored Value Card Service Agreement
R. 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 A

FINANCIAL STATEMENTS

Jack in the Box SPV Guarantor, LLC and Subsidiaries

Consolidated Financial Statements
As of September 29, 2019
(With Independent Auditors' Report Thereon)

Jack in the Box SPV Guarantor, LLC and Subsidiaries

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KPMG LLP
Suite 1100
4655 Executive Drive
San Diego, CA 92121-3132

Independent Auditors' Report

The Audit Committee
Jack In the Box Inc.:

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Jack in the Box SPV Guarantor, LLC and its subsidiaries, which comprise the consolidated balance sheet as of September 29, 2019, and the related consolidated statements of earnings, member's deficit, and cash flows for the period from July 8, 2019 (inception) to September 29, 2019, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Jack in the Box SPV Guarantor, LLC and its subsidiaries as of September 29, 2019, and the results of its operations and its cash flows for the period from July 8, 2019 (inception) to September 29, 2019, in accordance with U.S. generally accepted accounting principles.

KPMG LLP is a Delaware limited liability partnership and the U.S. member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity.

Emphasis of Matter

As discussed in Notes 1, 3, and 6 to the consolidated financial statements, the Company has various agreements with its parent and affiliates related to administrative, management, support activities and various other items. The accompanying consolidated financial statements may not be indicative of conditions that would have existed if Jack in the Box SPV Guarantor, LLC had been operated as an unaffiliated entity. Our opinion is not modified with respect to this matter.

KPMG LLP

San Diego, California
January 21, 2020

JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEET
(In thousands)

	September 29, 2019
ASSETS	
Current assets:	
Cash	$ 21,585
Restricted cash	26,025
Accounts and other receivables, net	31,929
Inventories	1,765
Prepaid expenses	1,044
Current assets held for sale	1,929
Other current assets	1,745
Total current assets	86,022
Property and equipment, net	283,052
Other assets, net	58,490
	$ 427,564
LIABILITIES AND MEMBER'S DEFICIT	
Current liabilities:	
Current maturities of long-term debt	$ 709
Accounts payable	6,925
Accrued liabilities	27,628
Related party payable	22,209
Total current liabilities	57,471
Long-term liabilities:	
Long-term debt, net of current maturities	1,274,227
Other long-term liabilities	66,380
Total long-term liabilities	1,340,607
Member's deficit:	
Member's contribution, net	(1,006,410)
Retained earnings	35,896
Total member's deficit	(970,514)
	$ 427,564

See accompanying notes to consolidated financial statements.

JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF EARNINGS
(In thousands)

	July 8, 2019 (inception) to September 29, 2019
Revenues:	
Company restaurant sales	$ 78,859
Franchise rental revenues	41,046
Franchise royalties and other	39,768
Franchise contributions for advertising and other services	38,657
Total revenue	198,330
Operating costs and expenses, net:	
Company restaurant costs (excluding depreciation and amortization):	
Food and packaging	23,385
Payroll and employee benefits	23,990
Occupancy and other	12,337
Total company restaurant costs	59,712
Franchise occupancy expenses (excluding depreciation and amortization)	23,237
Franchise support and other costs	518
Franchise advertising and other services expenses	38,657
Management fees	12,253
Selling, general, and administrative expenses	4,368
Depreciation and amortization	8,386
Total costs and expenses	147,131
Earnings from operations	51,199
Interest expense, net	15,303
Net earnings	$ 35,896

See accompanying notes to consolidated financial statements.

JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF MEMBER'S DEFICIT
(In thousands)

	Member's Contributions, Net	Retained Earnings	Total
Balance at July 8, 2019 (inception)	$ (975,505)	$ —	$ (975,505)
Member's contributions	3,732	—	3,732
Net earnings	—	35,896	35,896
Distributions to affiliates	(34,637)	—	(34,637)
Balance at September 29, 2019	$ (1,006,410)	$ 35,896	$ (970,514)

See accompanying notes to consolidated financial statements.

JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF CASH FLOWS
(In thousands)

	July 8, 2019 (inception) to September 29, 2019
Cash flows from operating activities:	
Net earnings	$ 35,896
Adjustments to reconcile net earnings to net cash provided by operating activities:	
Depreciation and amortization	8,386
Franchise tenant improvement allowance amortization and other	378
Amortization of debt issuance costs	1,259
Gains on the disposition of property and equipment	(21)
Other, net	(70)
Changes in assets and liabilities, excluding acquisitions and dispositions:	
Accounts and other receivables	7,849
Inventories	154
Prepaid expenses and other current assets	7,925
Accounts payable	2,534
Accrued liabilities	5,743
Related party payable	5,249
Other	(1,699)
Cash flows provided by operating activities	73,583
Cash flows from investing activities:	
Proceeds from the sale and leaseback of assets	1,391
Proceeds from the sale of property and equipment	184
Cash flows provided by investing activities	1,575
Cash flows from financing activities:	
Principal repayments on debt	(176)
Distributions to affiliates	(34,637)
Cash flows used in financing activities	(34,813)
Net increase in cash and restricted cash	40,345
Cash and restricted cash at beginning of year	7,265
Cash and restricted cash at end of year	$ 47,610
Supplemental cash flow information:	
Cash paid for interest	$ 225
Non-cash financing and investing activities:	
Contributions of net assets from affiliate	$ 3,732
Property and equipment included in accounts payable and accrued liabilities	$ 1,990

See accompanying notes to consolidated financial statements.

1. NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization — Jack in the Box SPV Guarantor, LLC ("Jack in the Box SPV Guarantor" and together with its subsidiaries, the "Company," "we,", "us" or "our") is a bankruptcy-remote, special purpose Delaware limited liability company and a direct, wholly owned subsidiary of Jack in the Box Inc. ("Jack in the Box"). Jack in the Box operates and franchises Jack in the Box® quick-service restaurants. At September 29, 2019, Jack in the Box operated and franchised 137 and 2,106 restaurants, respectively.

The Company was formed in connection with an anticipated securitization financing (the "Securitization Transaction"), which was completed on July 8, 2019 (the "Closing Date"). On the Closing Date, Jack in the Box contributed to the Company substantially all of the assets included on the Company's balance sheet at inception. In addition, the Company received an initial cash contribution $5.1 million from Jack in the Box in connection with the Securitization Transaction. See "Business and operations" below, as well as Note 3, *Indebtedness*, and Note 6, *Member's Deficit*, for further information.

Basis of presentation — The accompanying consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP"). The accompanying consolidated financial statements include the accounts of Jack in the Box SPV Guarantor and its subsidiaries. All significant intercompany accounts and transactions have been eliminated.

Use of estimates — In preparing the consolidated financial statements in conformity with U.S. GAAP, management is required to make certain assumptions and estimates that affect reported amounts of assets, liabilities, revenues, expenses, and the disclosure of contingencies. Actual amounts could differ materially from these estimates.

Fiscal year — The Company's fiscal year consist of 52 or 53 weeks ending on the Sunday closest to September 30. The 2019 fiscal year ended on September 29, 2019 and contained 12 weeks.

Business and operations — Jack in the Box SPV Guarantor serves as the holding company of Jack in the Box Funding, LLC ("Jack in the Box Funding" or the "Master Issuer"). Jack in the Box Funding was formed to enter into a base indenture and a related supplemental indenture (collectively, the "Indenture") and its primary purposes is to hold such long-term debt and make the related principal and interest payments on the debt. Jack in the Box Funding has two wholly-owned subsidiaries: Different Rules, LLC ("Different Rules") and Jack in the Box Properties, LLC ("JIB Properties").

Different Rules was formed primarily to serve as the franchisor of Jack in the Box brand restaurants located in the United States. On the Closing Date, Jack in the Box contributed all franchise agreements, development agreements, and franchise-related agreements with respect to Jack in the Box brand franchised restaurants, and together with future franchisee payments thereon. In addition, Jack in the Box contributed to the Company certain intellectual property, consisting of substantially all of its existing and after-acquired intellectual property, including software and all future licensing fees.

JIB Properties was formed primarily to operate certain restaurants and manage its real estate and lease portfolio, which includes leasing and/or subleasing real estate to franchisees for the operation of Jack in the Box restaurants. Also on the Closing Date, Jack in the Box contributed to JIB Properties its company-operated restaurants and related restaurant assets, as well as certain owned and leased real estate located in the United States. Following the Closing Date, all new leases or subleases for the operation or franchising of Jack in the Box restaurants will be entered into by JIB Properties. At September 29, 2019, JIB Properties operated 137 company-operated restaurants.

Different Rules and JIB Properties entered into a Guarantee and Collateral Agreement on July 8, 2019, pursuant to which they will guarantee notes and will grant to the trustee a lien on their assets (subject to certain collateral exclusions) as security for the obligations of the Master Issuer under the Indenture (the "Guarantors"). See Note 3, *Indebtedness*, for further details.

The Guarantors and the Master Issuer (the "Securitization Entities") have entered into a management agreement with Jack in the Box and the indenture trustee (the "Management Agreement"), whereby Jack in the Box will act as the manager (the "Manager") of the development and franchising of Jack in the Box restaurants, as the Company has no employees. The primary responsibilities of the Manager under the Management Agreement will be to administer collections and otherwise manage the pledged assets on behalf of the Securitization Entities, and to perform certain franchising, marketing, real estate, intellectual property and operational and reporting services on behalf of the

Securitization Entities. In addition, the Manager is responsible for paying for all capital expenditures on behalf of the Securitization Entities and contributing the resulting assets to the applicable Securitization Entity. Different Rules and JIB Properties are required to distribute their excess cash flows to JIB Funding pursuant to the Indenture. JIB Funding uses the funds to, among other things, service its debt obligations and pay fees to the manager. The Company's results of operations may not be indicative of those that would be achieved if the Company had operated as an unaffiliated company on a stand-alone basis.

Restricted cash is comprised of certain cash balances required to be held in trust in connection with the Company's securitized financing facility. Such restricted cash primarily represents cash collections and cash reserves held by the trustee to be used for payments of principal, interest and commitments fees required for the Class A-2 Notes. Refer to Note 3, *Indebtedness*, for additional information.

Accounts and other receivables, net, is primarily comprised of receivables from franchisees and credit card processors. Franchisee receivables primarily include rents, royalties, and marketing, and technology support fees associated with lease and franchise agreements, and notes issued in connection with development agreements. We accrue interest on notes receivable based on the contractual terms. The allowance for doubtful accounts is based on historical experience and a review of existing receivables. Changes in accounts and other receivables are classified as an operating activity in the consolidated statement of cash flows. As of September 29, 2019, the allowance for doubtful accounts was $0.8 million.

Inventories consist principally of food, packaging, and supplies, and are valued at the lower of cost or market on a first-in, first-out basis.

Assets held for sale typically includes the net book value of property and equipment we plan to sell within the next year. If the determination is made that we no longer expect to sell an asset within the next year, the asset is reclassified out of assets held for sale. Long-lived assets that meet the held for sale criteria are reported at the lower of their carrying value or fair value, less estimated costs to sell. At September 29, 2019, assets held for sale are primarily comprised of owned properties on which two of our company-operated restaurants operate.

Property and equipment, net — Expenditures for new facilities and equipment, and those that substantially increase the useful lives of the property, are capitalized. Facilities leased under capital leases are stated at the present value of minimum lease payments at the beginning of the lease term, not to exceed fair value. Maintenance and repairs are expensed as incurred. When property and equipment are retired or otherwise disposed of, the related cost and accumulated depreciation are removed from the accounts, and gains or losses on the dispositions are reflected in results of operations.

Buildings, equipment and leasehold improvements are generally depreciated using the straight-line method based on the estimated useful lives of the assets, over the initial lease term for certain assets acquired in conjunction with the lease commencement for leased properties, or the remaining lease term for certain assets acquired after the commencement of the lease for leased properties. In certain situations, one or more option periods may be used in determining the depreciable life of assets related to leased properties if we deem that an economic penalty would be incurred otherwise. In either circumstance, our policy requires lease term consistency when calculating the depreciation period, in classifying the lease and in computing straight-line rent expense. Building, leasehold improvement assets and equipment are assigned lives that range from 1 to 35 years. Depreciation expense related to property and equipment was $8.4 million for the period ended September 29, 2019.

Impairment of long-lived assets — We evaluate our long-lived assets, such as property and equipment, for impairment on an annual basis or whenever events or changes in circumstances indicate that their carrying value may not be recoverable. This review generally includes a restaurant-level analysis, except when we are actively selling a group of restaurants, in which case we perform our impairment evaluations at the group level. Impairment evaluations for individual restaurants may take into consideration a restaurant's operating cash flows, the period of time since a restaurant has been opened or remodeled, refranchising expectations, if any, and the maturity of the related market, which are all significant unobservable inputs ("Level 3 Inputs"). Impairment evaluations for a group of restaurants take into consideration the group's expected future cash flows and sales proceeds from bids received, if any, or fair market value based on, among other considerations, the specific sales and cash flows of those restaurants. If the assets of a restaurant or group of restaurants subject to our impairment evaluation are not recoverable based upon the forecasted, undiscounted cash flows, we recognize an impairment loss by the amount that the carrying value of the assets exceeds fair value. In connection with our impairment reviews performed during 2019, no impairment charges were required.

Intangible assets, net consist principally of lease acquisition costs and reacquired franchise rights. Lease acquisition costs primarily represent the fair values of acquired lease contracts having contractual rents lower than fair market rents and are amortized on a straight-line basis over the remaining initial lease term. Reacquired franchise rights are recorded in connection with our acquisition of franchised restaurants and are amortized over the remaining contractual period of the franchise contract in which the right was granted. As of September 29, 2019, the carrying value of intangible assets was $0.3 million and are included in "Other assets, net" in the accompanying consolidated balance sheet.

Leases — We review all leases for capital or operating classification at their inception under the FASB authoritative guidance for leases. Our operations are primarily conducted under operating leases. Within the provisions of certain leases, there are rent holidays and escalations in payments over the base lease term, as well as renewal periods. The effects of the holidays and escalations have been reflected in rent expense on a straight-line basis over the expected lease term. Differences between amounts paid and amounts expensed are recorded as deferred rent. The lease term commences on the date when we have the right to control the use of the leased property. Certain leases also include contingent rent provisions based on sales levels, which are accrued at the point in time we determine that it is probable such sales levels will be achieved. Refer to Note 5, *Leases*, for additional information.

Revenue recognition — "Company restaurant sales" include revenue recognized upon delivery of food and beverages to the customer at company-operated restaurants, which is when our obligation to perform is satisfied. Company restaurant sales exclude taxes collected from the Company's customers. Company restaurant sales also include income for gift cards. Gift cards, upon customer purchase, are recorded as deferred income and are recognized in revenue as they are redeemed.

"Franchise rental revenues" received from franchised restaurants based on fixed rental payments are recognized as revenue over the term of the lease. Rental revenue from properties owned and leased by the Company and leased or subleased to franchisees is recognized on a straight-line basis over the respective term of the lease. Certain franchise rents, which are contingent upon sales levels, are recognized in the period in which the contingency is met.

"Franchise royalties and other" includes royalties and franchise and other fees received from franchisees. Royalties are based upon a percentage of sales of the franchised restaurant and are recognized as earned. Franchise royalties are billed on a monthly basis. Franchise fees when a new restaurant opens or at the start of a new franchise term are recorded as deferred revenue when received and recognized as revenue over the term of the franchise agreement.

"Franchise contributions for advertising and other services" includes franchisee contributions to our marketing fund billed on a monthly basis and technology fees, as required under the franchise agreements. Contributions to our marketing fund are based on a percentage of sales and recognized as earned. Technology services are recognized when the services are transferred to the franchisee.

Pre-opening costs associated with the opening of a new restaurant consist primarily of property rent and employee training costs. Pre-opening costs associated with the opening of a restaurant that was closed upon acquisition consist primarily of labor costs, maintenance and repair costs, and property rent. Pre-opening costs are expensed as incurred in "Selling, general and administrative expenses" in the accompanying consolidated statement of earnings.

Advertising costs — The Company incurs various advertising costs, including contributions to a marketing fund administered by the Manager based upon a percentage of net sales by company-operated restaurants. All advertising costs are expensed as incurred and are included in "Selling, general, and administrative expenses" in the accompanying consolidated statement of earnings. In fiscal 2019, advertising costs were $3.9 million.

Income taxes — The Company is a single-member limited liability company which has not elected to be taxed as an association, and consequently is not subject to United States federal and state income taxes. Federal and state income taxes are the responsibility of Jack in the Box Inc., the Company's ultimate parent. Therefore, no U.S. income taxes, or deferred tax assets or liabilities have been recorded in the consolidated financial statements.

Contingencies — We recognize liabilities for contingencies when we have an exposure that indicates it is probable that an asset has been impaired or that a liability has been incurred and the amount of impairment or loss can be reasonably estimated. Our ultimate legal and financial liability with respect to such matters cannot be estimated with certainty and requires the use of estimates. When the reasonable estimate is a range, the recorded loss will be the best estimate within the range. We record legal settlement costs when those costs are probable and reasonably estimable. Refer to Note 7, *Commitments, Contingencies and Legal Matters*, for additional information.

Effect of new accounting pronouncements to be adopted in future periods — In February 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2016-02, Leases (Topic 842) (as subsequently amended by ASU 2018-01, ASU 2018-10, ASU 2018-11, ASU 2018-20 and ASU 2019-01) which requires a lessee to recognize assets and liabilities on the balance sheet for those leases classified as operating leases under previous guidance. Substantially all the Company’s operating lease commitments will be subject to the new guidance and recognized as operating lease liabilities and right of use assets upon adoption, resulting in a significant increase in the assets and liabilities on our consolidated balance sheet. We do not expect the adoption of this guidance to have a material impact on our consolidated statement of earnings and statement of cash flows.

We are required to adopt this standard in the first quarter of fiscal 2020 and have elected to utilize the alternative transition method, whereby an entity records a cumulative adjustment to opening retained earnings in the year of adoption without restating prior periods. We will elect the transition package of three practical expedients, which, among other items, permits us not to reassess under the new standard our prior conclusions about lease identification, lease classification and initial direct costs. We will also elect the short-term lease recognition exemption for all leases that qualify, permitting us to not apply the recognition requirements of this standard to leases with a term of 12 months or less and an accounting policy to not separate lease and non-lease components for certain classes of assets. We will not elect the use-of-hindsight practical expedient, and therefore will continue to utilize lease terms determined under the existing lease guidance.

We are in the final phase of our adoption plan. We are substantially complete with our scoping analysis, data gathering process to ensure the completeness and accuracy of our current leasing portfolio, and testing of our existing leasing system for compliance with Topic 842, and are in the process of finalizing our accounting policies, processes, disclosures and internal controls over financial reporting.

For our real estate operating leases, we expect the adoption of the new guidance will result in the recognition of approximately $600 million of operating lease liabilities based on the present value of the remaining minimum rental payments using discount rates as of the effective date. We expect to record corresponding right of use assets of approximately $580 million, based on the operating lease liabilities adjusted for certain lease related assets and liabilities. We do not expect operating lease liabilities and right of use assets related to our other contracts to be material.

The accounting guidance for lessors remains largely unchanged from previous guidance, except for the presentation of certain lease costs that the Company passes through to lessees, including but not limited to, property taxes and maintenance. These costs are generally paid by the Company and reimbursed by the lessee. Historically, these costs have been recorded on a net basis in the consolidated statement of earnings but will be presented gross upon adoption of the new guidance. As a result, we expect an increase in our annual revenues and expenses of approximately $2.5 million after adoption.

We reviewed all other recently issued accounting pronouncements and concluded that they were either not applicable or not expected to have a significant impact on our consolidated financial statements.

2. REVENUE

Nature of products and services — We derive revenue from retail sales at Jack in the Box company-operated restaurants and rental revenue, royalties, advertising, and franchise and other fees from franchise-operated restaurants.

Our franchise arrangements generally provide for an initial franchise fee of $50,000 per restaurant and generally require that franchisees pay royalty and marketing fees at 5% of gross sales. The agreement also requires franchisees to pay sourcing, technology support and other miscellaneous fees.

Disaggregation of revenue — The following table disaggregates revenue by primary source for the fiscal year ended September 29, 2019 *(in thousands)*:

	July 8, 2019 (inception) to September 29, 2019
Sources of revenue:	
Company restaurant sales	$ 78,859
Franchise rental revenues	41,046
Franchise royalties	38,478
Marketing fees	36,892
Technology fees	1,765
Franchise fees and other services	1,290
Total revenue	$ 198,330

Contract liabilities — Our contract liabilities consist of deferred revenue resulting from initial fees received from franchisees for new restaurant openings or new franchise terms, which are generally recognized over the franchise term. We classify these contract liabilities as “Accrued liabilities” and “Other long-term liabilities” in our consolidated balance sheet.

A summary of significant changes in our contract liabilities for the period ended September 29, 2019 is presented below *(in thousands)*:

	Deferred Franchise Fees
Deferred franchise fees at July 8, 2019 (inception)	$ 47,010
Revenue recognized during the period	(1,220)
Additions during the period	458
Deferred franchise fees at September 29, 2019	$ 46,248

The following table reflects the estimated franchise fees to be recognized in the future related to performance obligations that are unsatisfied at the end of the period *(in thousands)*:

2020	$ 4,978
2021	4,880
2022	4,681
2023	4,527
2024	4,334
Thereafter	22,848
	$ 46,248

We have applied the optional exemption, as provided for under Accounting Standards Codification Topic 606, *Revenue from Contracts with Customers* ("ASC 606"), which allows us to not disclose the transaction price allocated to unsatisfied performance obligations when the transaction price is a sales-based royalty.

3. INDEBTEDNESS

The detail of our long-term debt at the end of September 29, 2019 is as follows (*in thousands*):

	September 29, 2019
Class A-2-I Notes	$ 575,000
Class A-2-II Notes	275,000
Class A-2-III Notes	450,000
Capital lease obligations	3,382
Total debt	1,303,382
Less current maturities of long-term debt	(709)
Less unamortized debt issuance costs	(28,446)
Long-term debt	$ 1,274,227

Securitized financing transaction — On July 8, 2019, the Master Issuer completed its securitization transaction and issued $575.0 million of its Series 2019-1 3.982% Fixed Rate Senior Secured Notes, Class A-2-I (the "Class A-2-I Notes"), $275.0 million of its Series 2019-1 4.476% Fixed Rate Senior Secured Notes, Class A-2-II (the "Class A-2-II Notes") and $450.0 million of its Series 2019-1 4.970% Fixed Rate Senior Secured Notes, Class A-2-III (the "Class A-2-III Notes") and together with the Class A-2-I Notes and the Class A-2-II Notes, (the "Class A-2 Notes"), in an offering exempt from registration under the Securities Act of 1933, as amended. In connection with the issuance of the Class A-2 Notes, the Master Issuer also entered into a revolving financing facility of Series 2019-1 Variable Funding Senior Secured Notes, Class A-1 (the "Variable Funding Notes"), which allows for the drawing of up to $150.0 million under the Variable Funding Notes and the issuance of letters of credit. The Class A-2 Notes and the Variable Funding Notes are referred to collectively as the "Notes."

The Notes were issued in a privately placed securitization transaction pursuant to which certain of the Company's revenue-generating assets, consisting principally of franchise-related agreements, real estate assets, and intellectual property and license agreements for the use of intellectual property, are held by the Master Issuer and certain other limited-purpose, bankruptcy remote, wholly owned indirect subsidiaries of the Company that act as Guarantors (as defined below) of the Notes and that have pledged substantially all of their assets, excluding certain real estate assets and subject to certain limitations, to secure the Notes.

Class A-2 Notes — Interest and principal payments on the Class A-2 Notes are payable on a quarterly basis. In general, no principal payments will be required if a specified leverage ratio, which is a measure of outstanding debt to earnings before interest, taxes, depreciation, and amortization, adjusted for certain items (as defined in the Indenture), is less than or equal to 5.0x. As of September 29, 2019, the Company's actual leverage ratio was under 5.0x; accordingly, no principal payment on the Class A-2 Notes was required. The legal final maturity date of the Class A-2 Notes is in August 2049, but it is expected that, unless earlier prepaid to the extent permitted under the Indenture, the anticipated repayment dates of the Class A-2-I Notes, the Class A-2-II Notes and the Class A-2-III Notes will be August 2023, August 2026 and August 2029, respectively (the "Anticipated Repayment Dates"). If the Master Issuer has not repaid or refinanced the Class A-2 Notes prior to the respective anticipated repayment date, additional interest will accrue pursuant to the Indenture. The Class A-2 Notes are secured by the collateral described below under "Guarantees and Collateral."

Variable Funding Notes — The Variable Funding Notes were issued under the Indenture and allow for drawings on a revolving basis and the issuance of letters of credit. Depending on the type of borrowing under the Variable Funding Notes, interest on the Variable Funding Notes will be based on (i) the prime rate, (ii) overnight federal funds rates, (iii) the London interbank offered rate for U.S. Dollars or (iv) the lenders' commercial paper funding rate plus any applicable margin, as set forth in the Variable Funding Note Purchase Agreement. There is a scaled commitment fee on the unused portion of the Variable Funding Notes facility of between 50 and 100 basis points. It is anticipated that the principal

and interest on the Variable Funding Notes will be repaid in full on or prior to August 2024, subject to two one-year extensions at the option of the Company. Following the anticipated repayment date (and any extensions thereof), additional interest will accrue equal to 5.00% per annum. As of September 29, 2019, $45.6 million of letters of credit were outstanding against the Variable Funding Notes, which relate primarily to interest reserves required under the Indenture. The Variable Funding Notes were undrawn at September 29, 2019.

Guarantees and collateral — Pursuant to the Guarantee and Collateral Agreement, dated July 8, 2019, among the Guarantors, in favor of the trustee, the Guarantors guarantee the obligations of the Master Issuer under the Indenture and related documents and secure the guarantee by granting a security interest in substantially all of their assets. The Notes are secured by a security interest in substantially all of the assets of the Securitization Entities. The assets of the Securitization Entities include most of the revenue-generating assets of the Company and its subsidiaries, which principally consist of franchise-related agreements, certain company-operated restaurants, intellectual property and license agreements for the use of intellectual property. Upon certain trigger events, mortgages will be required to be prepared and recorded on the real estate assets.

Covenants and restrictions — The Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) that the Master Issuer maintains specified reserve accounts to be used to make required payments in respect of the Notes, (ii) provisions relating to optional and mandatory prepayments and the related payment of specified amounts, including specified make-whole payments in the case of the Class A-2 Notes under certain circumstances, (iii) certain indemnification payments in the event, among other things, the assets pledged as collateral for the Notes are in stated ways defective or ineffective and (iv) covenants relating to recordkeeping, access to information and similar matters. The Notes are also subject to customary rapid amortization events provided for in the Indenture, including events tied to failure to maintain stated debt service coverage ratios, the sum of global gross sales for specified restaurants being below certain levels on certain measurement dates, certain manager termination events, an event of default, and the failure to repay or refinance the Class A-2 Notes on the applicable scheduled maturity date. The Notes are also subject to certain customary events of default, including events relating to non-payment of required interest, principal, or other amounts due on or with respect to the Notes, failure to comply with covenants within certain time frames, certain bankruptcy events, breaches of specified representations and warranties, failure of security interests to be effective, and certain judgments.

In accordance with the Indenture, certain cash accounts have been established with the Indenture trustee for the benefit of the note holders, and are restricted in their use. As of September 29, 2019, the Master Issuer had restricted cash of $26.0 million, which primarily represented cash collections and cash reserves held by the trustee to be used for payments of principal, interest and commitment fees required for the Notes.

Deferred financing costs — The Company incurred costs of approximately $33.0 million in connection with the securitization transaction. The costs related to our Class A-2 Notes are presented as a reduction in "Long-term debt, net of current maturities" and are being amortized over the Anticipated Repayment Dates, utilizing the effective interest rate method. The costs related to our Variable Funding Notes are presented within "Other assets, net" and are being amortized over the Anticipated Repayment Date of August 2026 using the straight-line method. As of September 29, 2019, the effective interest rates, including the amortization of debt issuance costs, were 4.541%, 4.798%, and 5.196% for the Class A-2-I Notes, Class A-2-II, Notes and Class A-2-III Notes, respectively.

Maturities of long-term debt — Assuming repayment by the Anticipated Repayment Dates and based on the leverage ratio as of September 29, 2019, principal payments on our long-term debt outstanding at September 29, 2019 for each of the next five fiscal years and thereafter are as follows (*in thousands*):

2020	$ 709
2021	759
2022	781
2023	575,803
2024	311
Thereafter	725,019
	$ 1,303,382

4. FAIR VALUE MEASUREMENTS

Financial assets and liabilities — At September 29, 2019, the fair value of our Class A-2 Notes was $1,344.3 million. The fair value of the Class A-2 Notes was estimated using Level 2 inputs based on quoted market prices in markets that are not considered active markets. The estimated fair values of our capital lease obligations approximated their carrying values as of September 29, 2019.

Non-financial assets and liabilities — Our non-financial instruments, which primarily consist of property and equipment and intangible assets, are reported at carrying value and are not required to be measured at fair value on a recurring basis. However, whenever events or changes in circumstances indicate that their carrying value may not be recoverable, non-financial instruments are assessed for impairment. If the carrying values are not fully recoverable, they are written down to fair value.

5. LEASES

As lessee — We lease restaurants and other facilities, which generally have renewal clauses of 1 to 20 years exercisable at our option. In some instances, these leases have provisions for contingent rentals based upon a percentage of defined revenues. Many of our restaurant leases also have rent escalation clauses and require the payment of property taxes, insurance, and maintenance costs. We also lease certain restaurant equipment. Minimum rental obligations are accounted for on a straight-line basis over the term of the initial lease, plus lease option terms for certain locations.

The components of rent expense for the period ended September 29, 2019 was as follows (*in thousands*):

	2019
Minimum rentals	$ 27,078
Contingent rentals	384
Total rent expense	27,462
Less rental expense on subleased properties	(23,799)
Net rent expense	$ 3,663

The following table presents as of September 29, 2019, future minimum lease payments under capital and operating leases, including leases recorded as lease obligations (*in thousands*):

Fiscal Year	Capital Leases	Operating Leases
2020	$ 829	$ 115,674
2021	829	112,336
2022	829	89,340
2023	814	74,333
2024	346	56,814
Thereafter	24	269,024
Total minimum lease payments	3,671	$ 717,521
Less amount representing interest, 3.40% weighted-average interest rate	(289)	
Present value of obligations under capital leases	3,382	
Less current portion	(709)	
Long-term capital lease obligations	$ 2,673	

Assets recorded under capital leases are included in property and equipment, and consisted of the following at September 29, 2019 (*in thousands*):

	September 29, 2019
Buildings	$ 863
Equipment	5,538
Less accumulated amortization	(3,550)
	$ 2,851

Amortization of assets under capital leases is included in depreciation and amortization expense in the consolidated statement of earnings.

As lessor — We lease or sublease restaurants to certain franchisees and others under agreements that generally provide for the payment of percentage rentals in excess of stipulated minimum rentals, usually for a period up to 20 years. Most of our leases have rent escalation clauses and renewal clauses of 5 to 20 years. The following table summarizes rents received under these agreements for the period ended September 29, 2019 (*in thousands*):

	2019
Total rental income (1)	$ 41,682
Contingent rentals	$ 6,554

(1) Includes contingent rentals.

The minimum rents receivable expected to be received under these non-cancelable operating leases and subleases, including leases recorded as lease obligations, and excluding contingent rentals, as of September 29, 2019 are as follows (*in thousands*):

Fiscal Year	
2020	$ 149,312
2021	159,616
2022	145,275
2023	142,180
2024	127,127
Thereafter	785,896
Total minimum future rent receivable	$ 1,509,406

Assets held for lease and included in property and equipment consisted of the following at September 29, 2019 (*in thousands*):

	September 29, 2019
Land	$ 85,571
Buildings	525,305
Equipment	53
	610,929
Less accumulated depreciation	(392,857)
	$ 218,072

6. MEMBER'S DEFICIT

On July 8, 2019, in connection with the Securitization Transaction and the commencement of operations of the Company, Jack in the Box contributed to Different Rules all franchise agreements, development agreements, and franchise-related agreements with respect to Jack in the Box brand franchised restaurants, and together with future franchisee payments thereon. In addition, Jack in the Box contributed to Different Rules certain intellectual property, consisting of substantially all of its existing and after-acquired intellectual property, including software and all future licensing fees. Also on July 8, 2019, Jack in the Box contributed to JIB Properties its company-operated restaurants and related restaurant assets, as well as certain owned and leased real estate assets. The contributions related to these assets on July 8, 2019 was $296.0 million. Additionally on July 8, 2019, the Company made an initial distribution of $1,271.5 million to Jack in the Box in connection with the issuance of the Class A-2 Notes. As a result of these initial capital contributions and distributions, the Company commenced operations with a net member's contribution balance of $(975.5) million. For the period ending September 29, 2019, Jack in the Box made additional capital contributions to the Company of $3.7 million which related to funding of capital expenditures and franchisee tenant improvement allowances of $1.9 million and $1.3 million, respectively, as well as notes receivable of $0.5 million.

The Company distributes its retained collections in excess of cash required to service its debt obligations to the Manager at its discretion and in accordance with the Indenture. For the period ending September 29, 2019, the Company distributed $34.6 million to the Manager.

7. COMMITMENTS, CONTINGENCIES AND LEGAL MATTERS

Commitments — As of September 29, 2019, we had unconditional purchase obligations during the next five fiscal years as follows (*in thousands*):

2020	$ 854,100
2021	465,600
2022	257,300
2023	155,300
2024	153,100
Total	$ 1,885,400

These obligations primarily represent amounts payable under purchase contracts for goods related to system-wide restaurant operations.

Legal matters — The Company is subject to matters of litigation arising in the ordinary course of its business as a franchisor. In the opinion of management, the outcome of these matters is not likely to have a material impact on the financial position of the Company.

8. RELATED PARTY TRANSACTIONS

Management Agreement — In accordance with the Management Agreement, Jack in the Box Inc. will manage and service the Securitized Assets in its capacity as the Manager under the Management Agreement. The primary responsibilities of the Manager under the Management Agreement will be to administer Collections and otherwise manage the Securitized Assets on behalf of the Securitization Entities, and to perform certain franchising, marketing, development, real estate, intellectual property, technology and operational and reporting services on behalf of the Securitization Entities with respect to the Securitized Assets. In exchange for providing such services, Jack in the Box Inc. will be entitled to receive a weekly management fee subject to funds availability. The weekly management fee is determined by dividing: (i) an amount equal to the sum of (a) a base fee of $17.0 million, plus (b) a fee of $15,000 for each franchised restaurant and $33,000 for each company-operated restaurant as of such date; by (ii) 52 weeks. For the period ended September 29, 2019, the Company incurred management fees of $12.3 million, which are included in "Management fees" in the accompany consolidated statement of earnings. Payables for these management fees as of September 29, 2019 were $1.0 million, which are included in "Related party payable" in our consolidated balance sheet.

Marketing and technology fees — As the franchisor, the Company bills and collects marketing and technology fees from franchisees. Upon collection, these fees are remitted directly to the Manager as they are excluded from collections used to service its debt obligations. These fees are included in "Franchise contributions for advertising and

other services" in our consolidated statement of earnings. The Company receives a charge from the Manager equivalent to fees billed. Costs charged from the Manager were $38.7 million for the period ended September 29, 2019 and are included in "Franchise advertising and other services expenses" in our consolidated statement of earnings. Payables for these charges as of September 29, 2019 were $13.2 million, which are included in "Related party payable" in our consolidated balance sheet.

"Related party payable" also includes payables to Jack in the Box of $8.0 million, primarily to reimburse Jack in the Box for company-operated restaurant expenses, including labor and benefits paid on behalf of the Company.

9. SUPPLEMENTAL CONSOLIDATED FINANCIAL STATEMENT INFORMATION (*in thousands*)

	September 29, 2019
Accounts and other receivables, net:	
Trade	$ 31,868
Notes receivable	278
Other	584
Allowance for doubtful accounts	(801)
	$ 31,929
Property and equipment, net:	
Land	$ 87,965
Buildings	622,210
Restaurant and other equipment	73,377
Construction in progress	3,175
Accumulated depreciation and amortization	(503,675)
	$ 283,052
Other assets, net:	
Deferred rent receivable	$ 28,087
Franchise tenant improvement allowance	20,138
Deferred implementation costs	3,661
Deferred finance fees	3,341
Other	3,263
	$ 58,490
Accrued liabilities:	
Accrued interest	$ 13,844
Deferred franchise fees	4,978
Sales and property taxes	3,381
Other	5,425
	$ 27,628
Other long-term liabilities:	
Deferred franchise fees	$ 41,270
Straight-line rent accrual	18,525
Other	6,585
	$ 66,380

10. SUBSEQUENT EVENTS

In preparing the consolidated financial statements, the Company has evaluated significant events occurring subsequent to September 29, 2019 through January 21, 2020, the date of the issuance of the consolidated financial statements. The Company determined there were no subsequent events that required recognition or disclosure.

UNAUDITED FINANCIAL STATEMENTS

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

Jack in the Box SPV Guarantor, LLC and Subsidiaries

Consolidated Financial Statements (Unaudited)
As of July 5, 2020

JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEET
(In thousands)
(Unaudited)

	July 5, 2020
ASSETS	
Current assets:	
Cash	$ 102,145
Restricted cash	37,373
Accounts and other receivables, net	66,193
Inventories	1,754
Prepaid expenses	1,117
Current assets held for sale	2,718
Other current assets	2,196
Total current assets	213,496
Property and equipment, net	262,561
Operating lease right-of-use assets	607,229
Other assets, net	69,256
	$ 1,152,542
LIABILITIES AND MEMBER'S DEFICIT	
Current liabilities:	
Current maturities of long-term debt	$ 13,755
Current operating lease liabilities	102,590
Accounts payable	5,498
Accrued liabilities	41,024
Related party payable	47,783
Total current liabilities	210,650
Long-term liabilities:	
Long-term debt, net of current maturities	1,365,929
Long-term operating lease liabilities, net of current portion	524,979
Other long-term liabilities	43,700
Total long-term liabilities	1,934,608
Member's deficit:	
Member's contribution, net	(1,159,726)
Retained earnings	167,010
Total member's deficit	(992,716)
	$ 1,152,542

JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF EARNINGS
(In thousands)
(Unaudited)

	July 5, 2020	
	12-Weeks Ended	40-Weeks Ended
Revenues:		
Company restaurant sales	$ 80,093	$ 258,290
Franchise rental revenues	48,842	153,935
Franchise royalties and other	43,164	132,438
Franchise contributions for advertising and other services	39,402	124,057
Revenue from affiliate	565	565
Total revenue	212,066	669,285
Operating costs and expenses, net:		
Company restaurant costs (excluding depreciation and amortization):		
Food and packaging	23,334	76,414
Payroll and employee benefits	24,244	79,780
Occupancy and other	11,923	40,055
Total company restaurant costs	59,501	196,249
Franchise occupancy expenses (excluding depreciation and amortization)	29,033	95,826
Franchise support and other costs	683	1,286
Franchise advertising and other services expenses	39,808	125,221
Management fees	—	28,523
Selling, general, and administrative expenses	3,742	12,651
Depreciation and amortization	8,130	27,669
Total costs and expenses	140,897	487,425
Earnings from operations	71,169	181,860
Interest expense, net	15,679	51,321
Net earnings	$ 55,490	$ 130,539

JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF CASH FLOWS
(In thousands)
(Unaudited)

	40-Weeks Ended July 5, 2020
Cash flows from operating activities:	
Net earnings	$ 130,539
Adjustments to reconcile net earnings to net cash provided by operating activities:	
Depreciation and amortization	27,669
Franchise tenant improvement allowance amortization and other	1,984
Deferred finance cost amortization	4,337
Non-cash operating lease costs	649
Other, net	(22)
Changes in assets and liabilities:	
Accounts and other receivables	(34,246)
Inventories	11
Prepaid expenses and other current assets	8
Other assets, net	(7,303)
Accounts payable	143
Accrued liabilities	13,154
Related party payable	20,493
Other long-term liabilities	(3,212)
Cash flows provided by operating activities	154,204
Cash flows from investing activities:	
Proceeds from the sale and leaseback of assets	2,455
Proceeds from the sale of property and equipment	396
Cash flows provided by investing activities	2,851
Cash flows from financing activities:	
Borrowings on variable funding notes	111,376
Repayments of borrowings on variable funding notes	(3,500)
Principal repayments on debt	(7,060)
Distributions to affiliates	(165,963)
Cash flows used in financing activities	(65,147)
Net increase in cash and restricted cash	91,908
Cash and restricted cash at beginning of period	47,610
Cash and restricted cash at end of period	$ 139,518
Non-cash financing and investing activities:	
Contributions of net assets from affiliate	$ 17,727
Right-of-use assets obtained in exchange for operating lease obligations	$ 87,010
Distributions payable to affiliate	$ 5,080

JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF MEMBER'S DEFICIT
(In thousands)
(Unaudited)

12-Weeks Ended July 5, 2020	Member's Contributions, Net	Retained Earnings	Total Member's Deficit
Balance at April 12, 2020	$ (1,104,013)	$ 111,520	$ (992,493)
Member's contributions	4,183	—	4,183
Net earnings	—	55,490	55,490
Distributions to affiliates	(59,896)	—	(59,896)
Balance at July 5, 2020	$ (1,159,726)	$ 167,010	$ (992,716)

40-Weeks Ended July 5, 2020			
Balance at September 29, 2019	$ (1,006,410)	$ 35,896	$ (970,514)
Member's contributions	17,727	—	17,727
Net earnings	—	130,539	130,539
Distributions to affiliates	(171,043)	—	(171,043)
Cumulative effect of ASC 842 adoption	—	575	575
Balance at July 5, 2020	$ (1,159,726)	$ 167,010	$ (992,716)

GUARANTEE OF PERFORMANCE

For value received, Jack in the Box SPV Guarantor, LLC a Delaware limited liability company (the "**Guarantor**"), located at 9357 Spectrum Center Blvd, San Diego, CA 92123, absolutely and unconditionally guarantees to assume the duties and obligations of Different Rules, LLC, located at 9357 Spectrum Center Blvd, San Diego, CA 92123 (the "**Franchisor**"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its Franchise Disclosure Document issued October 15, 2020, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, which ever occurs first. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor executes this guarantee at San Diego, California, on the 15 day of October, 2020.

Guarantor: Jack in the Box SPV Guarantor, LLC

By: _____

Name: Michael J. Snider

Title: Assistant Secretary

Jack in the Box Inc.

Consolidated balance sheets of Jack in the Box Inc. and subsidiaries as of September 29, 2019 and September 30, 2018, the related consolidated statements of earnings, comprehensive income, stockholders' deficit, and cash flows for each of the fifty-two weeks ended September 29, 2019, September 30, 2018, and October 1, 2017.

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Schedules not filed: All schedules have been omitted as the required information is inapplicable, immaterial, or the information is presented in the consolidated financial statements or related notes.

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
Jack in the Box Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Jack in the Box Inc. and subsidiaries (the Company) as of September 29, 2019 and September 30, 2018, the related consolidated statements of earnings, comprehensive income, stockholders' deficit, and cash flows for each of the fifty-two weeks ended September 29, 2019, September 30, 2018, and October 1, 2017 and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of September 29, 2019 and September 30, 2018, and the results of its operations and its cash flows for the fifty-two weeks ended September 29, 2019, September 30, 2018, and October 1, 2017, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of September 29, 2019, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated November 21, 2019, expressed an adverse opinion on the effectiveness of the Company's internal control over financial reporting.

Change in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, the Company has changed its method of accounting for revenue from contracts with customers in 2019 due to the adoption of Accounting Standards Codification Topic 606, *Revenue from Contracts with Customers*.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgment. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Assessment of self-insurance liabilities related to workers' compensation and general liability

As discussed in Note 1 to the consolidated financial statements, the Company establishes its undiscounted insurance liability and reserves using assistance from independent actuaries to estimate expected losses based on a statistical analysis of historical claims data. As of September 29, 2019, the Company has recorded an estimated self-insurance liability of $27.5 million.

We identified the assessment of self-insurance liabilities related to workers' compensation and general liability as a critical audit matter. Evaluating the Company's judgments regarding the use of actuarial estimates and assumptions related to the loss development factors and expected loss rates involved a high degree of complex and subjective auditor judgment. Changes in the loss development factors and expected loss rates could have a significant impact on the liability recognized.

The primary procedures we performed to address this critical audit matter included the following. We tested, with the involvement of actuarial professionals when appropriate, certain internal controls over the Company's process to develop the estimate of self-insurance liabilities, including controls related to the review of the loss development factors and expected loss rates applied in the actuarial report. We tested the claims paid and claims reported (not paid) data used in the actuarial models for consistency with the actual claims paid and claims reported (not paid) records of the Company. We involved actuarial professionals with specialized skills and knowledge, who assisted in evaluating the Company's actuarial estimates and assumptions related to the loss development factors and expected loss rates, by comparing them to generally accepted actuarial methodologies, the Company's historical data, and industry and regulatory trends.

/s/ KPMG LLP

We have served as the Company's auditor since 1986.

San Diego, California
November 21, 2019

JACK IN THE BOX INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
(In thousands, except share and per share data)

	September 29, 2019	September 30, 2018
ASSETS		
Current assets:		
Cash	$ 125,536	$ 2,705
Restricted cash	26,025	—
Accounts and other receivables, net	45,235	57,422
Inventories	1,776	1,858
Prepaid expenses	9,015	14,443
Current assets held for sale	16,823	13,947
Other current assets	2,718	4,598
Total current assets	227,128	94,973
Property and equipment, at cost:		
Land	116,070	105,155
Buildings	927,337	934,360
Restaurant and other equipment	125,176	129,701
Construction in progress	7,658	20,815
	1,176,241	1,190,031
Less accumulated depreciation and amortization	(784,307)	(770,362)
Property and equipment, net	391,934	419,669
Other assets:		
Intangible assets, net	425	600
Goodwill	46,747	46,749
Deferred tax assets	85,564	62,140
Other assets, net	206,685	199,266
Total other assets	339,421	308,755
	$ 958,483	$ 823,397
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current liabilities:		
Current maturities of long-term debt	$ 774	$ 31,828
Accounts payable	37,066	44,970
Accrued liabilities	120,083	106,922
Total current liabilities	157,923	183,720
Long-term liabilities:		
Long-term debt, net of current maturities	1,274,374	1,037,927
Other long-term liabilities	263,770	193,449
Total long-term liabilities	1,538,144	1,231,376
Stockholders' deficit:		
Preferred stock $0.01 par value, 15,000,000 shares authorized, none issued	—	—
Common stock $0.01 par value, 175,000,000 shares authorized, 82,159,002 and 82,061,661 issued, respectively	822	821
Capital in excess of par value	480,322	470,826
Retained earnings	1,577,034	1,561,353
Accumulated other comprehensive loss	(140,006)	(94,260)
Treasury stock, at cost, 57,760,573 and 56,325,632 shares, respectively	(2,655,756)	(2,530,439)
Total stockholders' deficit	(737,584)	(591,699)
	$ 958,483	$ 823,397

See accompanying notes to consolidated financial statements.

JACK IN THE BOX INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF EARNINGS
(In thousands, except per share data)

	Fiscal Year		
	2019	**2018**	**2017**
Revenues:			
Company restaurant sales	$ 336,807	$ 448,058	$ 715,921
Franchise rental revenues	272,815	259,047	231,578
Franchise royalties and other	169,811	162,585	149,792
Franchise contributions for advertising and other services	170,674	—	—
	950,107	869,690	1,097,291
Operating costs and expenses, net:			
Company restaurant costs (excluding depreciation and amortization):			
Food and packaging	97,699	128,947	206,653
Payroll and employee benefits	100,158	129,089	211,611
Occupancy and other	50,613	71,803	124,367
Total company restaurant costs	248,470	329,839	542,631
Franchise occupancy expenses (excluding depreciation and amortization)	166,584	158,319	140,623
Franchise support and other costs	12,110	11,593	8,811
Franchise advertising and other services expenses	178,093	—	—
Selling, general, and administrative expenses	76,357	104,816	117,280
Depreciation and amortization	55,181	59,422	67,398
Impairment and other charges, net	12,455	18,418	13,169
Gains on the sale of company-operated restaurants	(1,366)	(46,164)	(38,034)
	747,884	636,243	851,878
Earnings from operations	202,223	233,447	245,413
Other pension and post-retirement expenses, net	1,484	1,833	3,360
Interest expense, net	84,967	45,547	38,148
Earnings from continuing operations and before income taxes	115,772	186,067	203,905
Income taxes	24,025	81,728	75,332
Earnings from continuing operations	91,747	104,339	128,573
Earnings from discontinued operations, net of income taxes	2,690	17,032	6,759
Net earnings	$ 94,437	$ 121,371	$ 135,332
Net earnings per share — basic:			
Earnings from continuing operations	$ 3.55	$ 3.66	$ 4.20
Earnings from discontinued operations	0.10	0.60	0.22
Net earnings per share (1)	$ 3.66	$ 4.26	$ 4.42
Net earnings per share — diluted:			
Earnings from continuing operations	$ 3.52	$ 3.62	$ 4.16
Earnings from discontinued operations	0.10	0.59	0.22
Net earnings per share (1)	$ 3.62	$ 4.21	$ 4.38
Cash dividends declared per common share	$ 1.60	$ 1.60	$ 1.60

(1) Earnings per share may not add due to rounding.

See accompanying notes to consolidated financial statements.

JACK IN THE BOX INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In thousands)

	Fiscal Year		
	2019	2018	2017
Net earnings	$ 94,437	$ 121,371	$ 135,332
Cash flow hedges:			
Net change in fair value of derivatives	(23,625)	18,769	19,768
Net loss reclassified to earnings	24,328	3,455	5,070
	703	22,224	24,838
Tax effect	(3,165)	(5,725)	(9,592)
	(2,462)	16,499	15,246
Unrecognized periodic benefit costs:			
Actuarial (losses) gains arising during the period	(62,377)	31,478	49,025
Actuarial losses and prior service cost reclassified to earnings	3,917	4,988	6,429
	(58,460)	36,466	55,454
Tax effect	15,176	(9,544)	(21,418)
	(43,284)	26,922	34,036
Other:			
Foreign currency translation adjustments	—	6	(35)
Tax effect	—	(2)	13
Derecognition of foreign currency translation adjustments due to sale	—	76	—
	—	80	(22)
Other comprehensive (loss) income, net of taxes	(45,746)	43,501	49,260
Comprehensive income	$ 48,691	$ 164,872	$ 184,592

See accompanying notes to consolidated financial statements.

JACK IN THE BOX INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Fiscal Year		
	2019	2018	2017
Cash flows from operating activities:			
Net earnings	$ 94,437	$ 121,371	$ 135,332
Earnings from discontinued operations	2,690	17,032	6,759
Earnings from continuing operations	91,747	104,339	128,573
Adjustments to reconcile net earnings to net cash provided by operating activities:			
Depreciation and amortization	55,181	59,422	67,398
Franchise tenant improvement allowance amortization and other	1,983	862	121
Amortization of debt issuance costs	3,121	2,803	3,487
Loss on debt extinguishment	2,757	—	—
Loss on interest rate swap termination	23,551	—	—
Excess tax benefits from share-based compensation arrangements	(113)	(2,031)	(4,232)
Deferred income taxes	4,100	25,352	(16,074)
Share-based compensation expense	8,074	9,146	10,637
Pension and postretirement expense	1,484	2,324	4,215
Gains on cash surrender value of company-owned life insurance	(4,475)	(2,280)	(2,424)
Gains on the sale of company-operated restaurants	(1,366)	(46,164)	(38,034)
(Gains) losses on the disposition of property and equipment	(6,244)	1,627	2,891
Impairment charges and other	5,414	2,505	1,815
Changes in assets and liabilities, excluding acquisitions and dispositions:			
Accounts and other receivables	3,504	24,220	(1,868)
Inventories	82	1,587	1,839
Prepaid expenses and other current assets	8,728	(9,432)	12,718
Accounts payable	4,524	4,890	(3,359)
Accrued liabilities	(7,505)	(38,329)	(16,654)
Pension and postretirement contributions	(6,194)	(5,467)	(5,363)
Franchise tenant improvement allowance disbursements	(10,593)	(14,893)	—
Other	(9,355)	(16,426)	(11,997)
Cash flows provided by operating activities	168,405	104,055	133,689
Cash flows from investing activities:			
Purchases of property and equipment	(47,649)	(37,842)	(38,970)
Proceeds from the sale and leaseback of assets	4,447	9,336	6,057
Proceeds from the sale of company-operated restaurants	1,280	26,486	99,591
Collections on notes receivable	16,759	54,453	1,500
Proceeds from the sale of property and equipment	9,714	10,259	2,921
Other	1,630	2,969	(3,729)
Cash flows (used in) provided by investing activities	(13,819)	65,661	67,370
Cash flows from financing activities:			
Borrowings on revolving credit facilities	229,798	757,100	747,900
Repayments of borrowings on revolving credit facilities	(960,220)	(523,700)	(533,300)
Proceeds from issuance of debt	1,300,000	—	—
Principal repayments on debt	(337,150)	(304,607)	(57,266)
Debt issuance costs	(34,122)	(1,366)	—
Payments related to termination of interest rate swaps	(23,551)	—	—
Dividends paid on common stock	(41,179)	(45,412)	(48,925)
Proceeds from issuance of common stock	1,231	7,959	5,165
Repurchases of common stock	(137,654)	(325,634)	(334,361)
Excess tax benefits from share-based compensation arrangements	—	—	4,232
Payroll tax payments for equity award issuances	(2,883)	(7,719)	(9,240)
Change in book overdraft	—	(2,150)	2,151
Cash flows used in financing activities	(5,730)	(445,529)	(223,644)
Cash flows provided by (used in) continuing operations	148,856	(275,813)	(22,585)
Net cash provided by operating activities of discontinued operations	—	4,823	47,388
Net cash provided by (used in) investing activities of discontinued operations	—	266,125	(34,031)
Net cash used in financing activities of discontinued operations	—	(78)	(138)
Net cash provided by discontinued operations	—	270,870	13,219
Effect of exchange rate changes on cash	—	6	(22)
Cash and restricted cash at beginning of year	2,705	7,642	17,030
Cash and restricted cash at end of year	$ 151,561	$ 2,705	$ 7,642

See accompanying notes to consolidated financial statements.

JACK IN THE BOX INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' DEFICIT
(Dollars in thousands)

	Number of Shares	Amount	Capital in Excess of Par Value	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock	Total
Balance at October 2, 2016	81,598,524	$ 816	$ 432,564	$ 1,399,721	$ (187,021)	$ (1,863,286)	$ (217,206)
Shares issued under stock plans, including tax benefit	244,959	2	9,395	—	—	—	9,397
Share-based compensation	—	—	11,416	—	—	—	11,416
Dividends declared	—	—	155	(49,233)	—	—	(49,078)
Purchases of treasury stock	—	—	—	—	—	(327,153)	(327,153)
Net earnings	—	—	—	135,332	—	—	135,332
Foreign currency translation adjustment	—	—	—	—	(22)	—	(22)
Effect of interest rate swaps, net	—	—	—	—	15,246	—	15,246
Effect of actuarial gains and prior service cost, net	—	—	—	—	34,036	—	34,036
Other	—	—	(98)	—	—	—	(98)
Balance at October 1, 2017	81,843,483	818	453,432	1,485,820	(137,761)	(2,190,439)	(388,130)
Shares issued under stock plans, including tax benefit	218,178	3	8,204	—	—	—	8,207
Share-based compensation	—	—	9,017	—	—	—	9,017
Dividends declared	—	—	173	(45,687)	—	—	(45,514)
Purchases of treasury stock	—	—	—	—	—	(340,000)	(340,000)
Net earnings	—	—	—	121,371	—	—	121,371
Foreign currency translation adjustment	—	—	—	—	80	—	80
Effect of interest rate swaps, net	—	—	—	—	16,499	—	16,499
Effect of actuarial gains and prior service cost, net	—	—	—	—	26,922	—	26,922
Other	—	—	—	(151)	—	—	(151)
Balance at September 30, 2018	82,061,661	821	470,826	1,561,353	(94,260)	(2,530,439)	(591,699)
Shares issued under stock plans, including tax benefit	97,341	1	1,231	—	—	—	1,232
Share-based compensation	—	—	8,074	—	—	—	8,074
Dividends declared	—	—	191	(41,426)	—	—	(41,235)
Purchases of treasury stock	—	—	—	—	—	(125,317)	(125,317)
Net earnings	—	—	—	94,437	—	—	94,437
Effect of interest rate swaps, net	—	—	—	—	(2,462)	—	(2,462)
Effect of actuarial losses and prior service cost, net	—	—	—	—	(43,284)	—	(43,284)
Cumulative-effect from a change in accounting principle	—	—	—	(37,330)	—	—	(37,330)
Balance at September 29, 2019	82,159,002	$ 822	$ 480,322	$ 1,577,034	$ (140,006)	$ (2,655,756)	$ (737,584)

See accompanying notes to consolidated financial statements.

1. NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of operations — Founded in 1951, Jack in the Box Inc. (the "Company") operates and franchises Jack in the Box® quick-service restaurants. The Company operates as a single segment for reporting purposes. The following table summarizes the number of restaurants as of the end of each fiscal year:

	2019	2018	2017
Company-operated	137	137	276
Franchise	2,106	2,100	1,975
Total system	2,243	2,237	2,251

References to the Company throughout these notes to the consolidated financial statements are made using the first person notations of "we," "us," and "our."

Basis of presentation — The accompanying consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP") and the rules and regulations of the Securities and Exchange Commission ("SEC").

On December 19, 2017, we entered into a definitive agreement to sell Qdoba Restaurant Corporation ("Qdoba"), a wholly owned subsidiary of the Company that operates and franchises more than 700 Qdoba Mexican Eats® fast-casual restaurants, to certain funds managed by affiliates of Apollo Global Management, LLC (together with its consolidated subsidiaries, the "Buyer"). The sale was completed on March 21, 2018. For all periods presented in our consolidated statements of earnings, all sales, costs, expenses and income taxes attributable to Qdoba, except as related to the impact of the decrease in the federal statutory tax rate (see Note 11, *Income Taxes)*, have been aggregated under the caption "Earnings from discontinued operations, net of income taxes." Refer to Note 10, *Discontinued Operations*, for additional information.

Unless otherwise noted, amounts and disclosures throughout these notes to consolidated financial statements relate to our continuing operations.

Reclassifications — We have reclassified certain items in the consolidated financial statements for prior periods to be comparable to the current year presentation. These reclassifications had no effect on previously reported net earnings.

Fiscal year — Our fiscal year is 52 or 53 weeks ending the Sunday closest to September 30. Comparisons throughout these notes to the consolidated financial statements refer to the 52-week periods ended September 29, 2019, September 30, 2018 and October 1, 2017 for fiscal years 2019, 2018, and 2017, respectively.

Principles of consolidation — The consolidated financial statements include the accounts of the Company, its wholly-owned subsidiaries, and the accounts of any variable interest entities ("VIEs") where we are deemed the primary beneficiary. All significant intercompany accounts and transactions are eliminated.

The Financial Accounting Standards Board ("FASB") authoritative guidance on consolidation requires the primary beneficiary of a VIE to consolidate that entity. The primary beneficiary of a VIE is an enterprise that has a controlling financial interest in the VIE. Controlling financial interest exists when an enterprise has both the power to direct the activities that most significantly impact the VIE's economic performance and the obligation to absorb losses or the right to receive benefits of the VIE that could potentially be significant to the VIE.

The primary entities in which we possess a variable interest are franchise entities, which operate our franchise restaurants. We do not possess any ownership interests in franchise entities. We have reviewed these franchise entities and determined that we are not the primary beneficiary of the entities and therefore, these entities have not been consolidated.

Use of estimates — In preparing the consolidated financial statements in conformity with U.S. GAAP, management is required to make certain assumptions and estimates that affect reported amounts of assets, liabilities, revenues, expenses, and the disclosure of contingencies. In making these assumptions and estimates, management may from time to time seek advice and consider information provided by actuaries and other experts in a particular area. Actual amounts could differ materially from these estimates.

Restricted cash is comprised of certain cash balances required to be held in trust in connection with the Company's securitized financing facility. Such restricted cash primarily represents cash collections and cash reserves held by the trustee to be used for payments of principal, interest and commitments fees required for the Class A-2 Notes. Refer to Note 7, *Indebtedness*, for additional information.

Accounts and other receivables, net, is primarily comprised of receivables from franchisees, tenants, and credit card processors. Franchisee receivables primarily include rents, royalties, and marketing, sourcing and technology support fees associated with lease and franchise agreements, and notes issued in connection with refranchising transactions. Tenant receivables relate to subleased properties where we are on the master lease agreement. We accrue interest on notes receivable based on the contractual terms. The allowance for doubtful accounts is based on historical experience and a review of existing receivables. Changes in accounts and other receivables are classified as an operating activity in the consolidated statements of cash flows, except for changes in notes related to refranchising transactions, which are classified as an investing activity.

Inventories consist principally of food, packaging, and supplies, and are valued at the lower of cost or market on a first-in, first-out basis.

Assets held for sale typically includes the net book value of property and equipment we plan to sell within the next year. If the determination is made that we no longer expect to sell an asset within the next year, the asset is reclassified out of assets held for sale. Long-lived assets that meet the held for sale criteria are reported at the lower of their carrying value or fair value, less estimated costs to sell. At September 29, 2019 and September 30, 2018, assets held for sale are primarily comprised of various excess properties that we do not intend to use for restaurant operations in the future, as well as one of our corporate headquarter buildings which we currently expect to sell by the first half of fiscal 2020.

Property and equipment, net — Expenditures for new facilities and equipment, and those that substantially increase the useful lives of the property, are capitalized. Facilities leased under capital leases are stated at the present value of minimum lease payments at the beginning of the lease term, not to exceed fair value. Maintenance and repairs are expensed as incurred. When property and equipment are retired or otherwise disposed of, the related cost and accumulated depreciation are removed from the accounts, and gains or losses on the dispositions are reflected in results of operations.

Buildings, equipment and leasehold improvements are generally depreciated using the straight-line method based on the estimated useful lives of the assets, over the initial lease term for certain assets acquired in conjunction with the lease commencement for leased properties, or the remaining lease term for certain assets acquired after the commencement of the lease for leased properties. In certain situations, one or more option periods may be used in determining the depreciable life of assets related to leased properties if we deem that an economic penalty would be incurred otherwise. In either circumstance, our policy requires lease term consistency when calculating the depreciation period, in classifying the lease and in computing straight-line rent expense. Building, leasehold improvement assets and equipment are assigned lives that range from 1 to 35 years. Depreciation expense related to property and equipment was $55.2 million, $59.4 million, and $67.4 million in fiscal year 2019, 2018, and 2017, respectively.

Impairment of long-lived assets — We evaluate our long-lived assets, such as property and equipment, for impairment on an annual basis or whenever events or changes in circumstances indicate that their carrying value may not be recoverable. This review generally includes a restaurant-level analysis, except when we are actively selling a group of restaurants, in which case we perform our impairment evaluations at the group level. Impairment evaluations for individual restaurants may take into consideration a restaurant's operating cash flows, the period of time since a restaurant has been opened or remodeled, refranchising expectations, if any, and the maturity of the related market, which are all significant unobservable inputs ("Level 3 Inputs"). Impairment evaluations for a group of restaurants take into consideration the group's expected future cash flows and sales proceeds from bids received, if any, or fair market value based on, among other considerations, the specific sales and cash flows of those restaurants. If the assets of a restaurant or group of restaurants subject to our impairment evaluation are not recoverable based upon the forecasted, undiscounted cash flows, we recognize an impairment loss by the amount that the carrying value of the assets exceeds fair value. Refer to Note 9, *Impairment and Other Charges, Net*, for additional information.

Goodwill and intangible assets — Goodwill is the excess of the purchase price over the fair value of identifiable net assets acquired, if any. We generally record goodwill in connection with the acquisition of restaurants from franchisees. Likewise, upon the sale of restaurants to franchisees, goodwill is decremented. The amount of goodwill written-off is determined as the fair value of the business disposed of as a percentage of the fair value of the reporting unit retained. If the business disposed of was never fully integrated into the reporting unit after its acquisition, and thus the benefits of the acquired goodwill were never realized, the current carrying amount of the acquired goodwill is written off. Goodwill and our other indefinite-lived intangible assets are evaluated for impairment annually during the fourth quarter, or more frequently if indicators of impairment are present. We first assess qualitative factors to determine whether the existence of events or circumstances lead to a determination that it is more likely than not that the fair value of a reporting unit or indefinite-lived asset is less than its carrying amount. If the qualitative factors indicate that it is more likely than not that the fair value is less than the carrying amount, we perform a single-step impairment test. To perform our impairment analysis, we estimate the fair value of the reporting unit or indefinite-lived asset using Level 3 Inputs and compare it to the carrying value. If the carrying value exceeds the fair value, an impairment loss is recognized equal to the excess.

Lease acquisition costs primarily represent the fair values of acquired lease contracts having contractual rents lower than fair market rents and are amortized on a straight-line basis over the remaining initial lease term. Reacquired franchise rights are recorded in connection with our acquisition of franchised restaurants and are amortized over the remaining contractual period of the franchise contract in which the right was granted.

Refer to Note 4, *Goodwill and Intangible Assets, Net*, for additional information.

Company-owned life insurance — We have purchased company-owned life insurance ("COLI") policies to support our non-qualified benefit plans. The cash surrender values of these policies were $112.8 million and $109.9 million as of September 29, 2019 and September 30, 2018, respectively, and are included in "Other assets, net", in the accompanying consolidated balance sheets. Changes in cash surrender values are included in "Selling, general and administrative expenses" in the accompanying consolidated statements of earnings. These policies reside in an umbrella trust for use only to pay plan benefits to participants or to pay creditors if the Company becomes insolvent.

Leases — We review all leases for capital or operating classification at their inception under the FASB authoritative guidance for leases. Our operations are primarily conducted under operating leases. Within the provisions of certain leases, there are rent holidays and escalations in payments over the base lease term, as well as renewal periods. The effects of the holidays and escalations have been reflected in rent expense on a straight-line basis over the expected lease term. Differences between amounts paid and amounts expensed are recorded as deferred rent. The lease term commences on the date when we have the right to control the use of the leased property. Certain leases also include contingent rent provisions based on sales levels, which are accrued at the point in time we determine that it is probable such sales levels will be achieved. Refer to Note 8, *Leases*, for additional information.

Revenue recognition — "Company restaurant sales" include revenue recognized upon delivery of food and beverages to the customer at company-operated restaurants, which is when our obligation to perform is satisfied. Company restaurant sales exclude taxes collected from the Company's customers. Company restaurant sales also include income for gift cards. Gift cards, upon customer purchase, are recorded as deferred income and are recognized in revenue as they are redeemed.

"Franchise rental revenues" received from franchised restaurants based on fixed rental payments are recognized as revenue over the term of the lease. Rental revenue from properties owned and leased by the Company and leased or subleased to franchisees is recognized on a straight-line basis over the respective term of the lease. Certain franchise rents, which are contingent upon sales levels, are recognized in the period in which the contingency is met.

"Franchise royalties and other" includes royalties and franchise and other fees received from franchisees. Royalties are based upon a percentage of sales of the franchised restaurant and are recognized as earned. Franchise royalties are billed on a monthly basis. Franchise fees when a new restaurant opens or at the start of a new franchise term are recorded as deferred revenue when received and recognized as revenue over the term of the franchise agreement.

"Franchise contributions for advertising and other services" includes franchisee contributions to our marketing fund billed on a monthly basis and sourcing and technology fees, as required under the franchise agreements. Contributions to our marketing fund are based on a percentage of sales and recognized as earned. Sourcing and technology services are recognized when the goods or services are transferred to the franchisee.

Gift cards — We sell gift cards to our customers in our restaurants and through selected third parties. The gift cards sold to our customers have no stated expiration dates and are subject to actual or potential escheatment rights in several of the jurisdictions in which we operate. We recognize income from gift cards when redeemed by the customer.

While we will continue to honor all gift cards presented for payment, we may determine the likelihood of redemption to be remote for certain card balances due to, among other things, long periods of inactivity. In these circumstances, to the extent we determine there is no requirement for remitting balances to government agencies under unclaimed property laws, card balances may be recognized as a reduction to "Selling, general and administrative expenses" in the accompanying consolidated statements of earnings.

Amounts recognized on unredeemed gift card balances was $0.5 million, $0.6 million, and $0.5 million in fiscal 2019, 2018, and 2017, respectively.

Pre-opening costs associated with the opening of a new restaurant consist primarily of property rent and employee training costs. Pre-opening costs associated with the opening of a restaurant that was closed upon acquisition consist primarily of labor costs, maintenance and repair costs, and property rent. Pre-opening costs are expensed as incurred in "Selling, general and administrative expenses" in the accompanying consolidated statements of earnings.

Restaurant closure costs — All costs associated with exit or disposal activities are recognized when they are incurred. Restaurant closure costs, which are included in "Impairment and other charges, net", and "Gains on the sale of company-operated restaurants" in the accompanying consolidated statements of earnings, primarily consist of future lease commitments, net, of anticipated sublease rentals, and expected ancillary costs.

Self-insurance — We are self-insured for a portion of our workers' compensation, general liability, employee medical and dental, and automotive claims. We utilize a paid-loss plan for our workers' compensation, general liability, and automotive programs, which have predetermined loss limits per occurrence and in the aggregate. We establish our insurance liability (undiscounted) and reserves using independent actuarial estimates of expected losses for determining reported claims and as the basis for estimating claims incurred, but not reported. As of September 29, 2019 and September 30, 2018, our estimated liability for general liability and workers' compensation claims exceeded our self-insurance retention limits by $3.6 million and $3.7 million, respectively, which we expect our insurance providers to pay on our behalf in accordance with the contractual terms of our insurance policies.

Advertising costs — We administer a marketing fund that includes contractual contributions. In fiscal 2019, 2018, and 2017 the marketing fund contributions from franchise and company-operated restaurants were approximately 5.0% of gross revenues, and the Company made incremental contributions to the marketing fund of $2.0 million, $6.2 million, and $0.5 million, respectively.

Production costs of commercials, programming, and other marketing activities are charged to the marketing funds when the advertising is first used for its intended purpose, and the costs of advertising are charged to operations as incurred. When contributions of the marketing fund exceed the related advertising expenses, advertising costs are accrued up to the amount of revenues on an annual basis. Total contributions made by the Company, including incremental contributions, are included in "Selling, general, and administrative expenses" in the accompanying consolidated statements of earnings. In fiscal 2019, 2018, and 2017 advertising costs were $19.0 million, $28.8 million, and $36.5 million, respectively.

Share-based compensation — We account for our share-based compensation under the FASB authoritative guidance on stock compensation, which generally requires, among other things, that all employee share-based compensation be measured using a fair value method and that the resulting compensation cost be recognized in the financial statements. Compensation expense for our share-based compensation awards is generally recognized on a straight-line basis over the shorter of the vesting period or the period from the date of grant to the date the employee becomes eligible to retire. Refer to Note 13, *Share-based Employee Compensation*, for additional information.

Income taxes — Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases, as well as tax loss and credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. We recognize interest and, when applicable, penalties related to unrecognized tax benefits as a component of our income tax provision.

Authoritative guidance issued by the FASB prescribes a minimum probability threshold that a tax position must meet before a financial statement benefit is recognized. The minimum threshold is defined as a tax position that is more likely than not to be sustained upon examination by the applicable taxing authority, including resolution of any related appeals or litigation processes, based on the technical merits of the position. Refer to Note 11, *Income Taxes*, for additional information.

Derivative instruments — We have historically used interest rate swaps to hedge interest rate volatility under our senior credit facility. On July 2, 2019, we terminated all interest rate swap agreements in anticipation of the securitization transaction. Prior to terminating the agreements, all derivatives were recognized on the consolidated balance sheets at fair value based upon quoted market prices. Changes in the fair values of derivatives were recorded in earnings or other comprehensive income ("OCI"), based on whether or not the instrument is designated as a hedge transaction. Gains or losses on derivative instruments that qualify for hedge designation were reported in OCI and reclassified to earnings in the period the hedged item affected earnings. When the underlying hedge transaction ceased to exist, the associated amount reported in OCI was reclassified to earnings at that time. Refer to Note 6, *Derivative Instruments,* for additional information.

Contingencies — We recognize liabilities for contingencies when we have an exposure that indicates it is probable that an asset has been impaired or that a liability has been incurred and the amount of impairment or loss can be reasonably estimated. Our ultimate legal and financial liability with respect to such matters cannot be estimated with certainty and requires the use of estimates. When the reasonable estimate is a range, the recorded loss will be the best estimate within the range. We record legal settlement costs when those costs are probable and reasonably estimable. Refer to Note 16, *Commitments, Contingencies and Legal Matters*, for additional information.

Effect of new accounting pronouncements adopted in fiscal 2019 — In May 2014, the FASB issued Accounting Standards Update ("ASU") 2014-09, *Revenue Recognition - Revenue from Contracts with Customers (Topic 606)*, which provides a comprehensive new revenue recognition model that requires an entity to recognize revenue in an amount that reflects the consideration the entity expects to receive for the transfer of promised goods or services to its customers. The standard also requires additional disclosure regarding the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. We adopted the new standard on October 1, 2018 using the modified retrospective method, whereby the cumulative effect of this transition to applicable contracts with customers that were not completed as of October 1, 2018 was recorded as an adjustment to beginning retained earnings as of this date. The comparative information has not been restated and continues to be reported under the accounting standards in effect for those periods.

The new revenue recognition standard did not impact our recognition of restaurant sales, rental revenues, or royalties from franchisees. The new pronouncement changed the way initial fees from franchisees for new restaurant openings or new franchise terms are recognized. Under the previous revenue recognition guidance, initial franchise fees were recognized as revenue at the time when a new restaurant opened or at the start of a new franchise term. In accordance with the new guidance, the initial franchise services are not distinct from the continuing rights and services offered during the term of the franchise agreement and will therefore be treated as a single performance obligation together with the continuing rights and services. As such, initial fees received will be recognized over the franchise term and any unamortized portion will be recorded as deferred revenue in our consolidated balance sheet. An adjustment to opening retained earnings and a corresponding contract liability of approximately $50.3 million (of which $5.0 million was current and $45.3 million was long-term) was established on the date of adoption. A deferred tax asset of approximately $13.0 million related to this contract liability was also established on the date of adoption.

The new standard also had an impact on transactions presented net and not included in our revenues and expenses such as franchisee contributions to and expenditures from our advertising fund, and sourcing and technology fee contributions from franchisees and the related expenses. We determined that we are the principal in these arrangements, and as such, contributions to and expenditures from the advertising fund, and sourcing and technology fees and expenditures are now reported on a gross basis within our consolidated statements of earnings. While this change materially impacted our gross amount of reported revenues and expenses, the impact was largely offsetting with no material impact to our reported net earnings.

The following table summarizes the impacts of adopting ASC 606 on our consolidated financial statements as of and for the period ended September 29, 2019 *(in thousands)*:

		Adjustments			
	As Reported	Franchise Fees	Marketing and Sourcing Fees	Technology Support Fees	Balances without Adoption
Consolidated Statement of Earnings					
Fiscal Year Ended September 29, 2019					
Franchise royalties and other	$ 169,811	$ (3,745)	$ —	$ —	$ 166,066
Franchise contributions for advertising and other services	$ 170,674	$ —	$ (161,873)	$ (8,801)	$ —
Total revenues	$ 950,107	$ (3,745)	$ (161,873)	$ (8,801)	$ 775,688
Franchise advertising and other services expenses	$ 178,093	$ —	$ (161,873)	$ (16,220)	$ —
Selling, general and administrative expenses	$ 76,357	$ —	$ —	$ 7,419	$ 83,776
Total operating costs and expenses, net	$ 747,884	$ —	$ (161,873)	$ (8,801)	$ 577,210
Earnings from operations	$ 202,223	$ (3,745)	$ —	$ —	$ 198,478
Earnings from continuing operations and before income taxes	$ 115,772	$ (3,745)	$ —	$ —	$ 112,027
Income tax expense	$ 24,025	$ (972)	$ —	$ —	$ 23,053
Earnings from continuing operations	$ 91,747	$ (2,773)	$ —	$ —	$ 88,974
Net earnings	$ 94,437	$ (2,773)	$ —	$ —	$ 91,664
Consolidated Balance Sheet					
September 29, 2019					
Prepaid expenses	$ 9,015	$ 972	$ —	$ —	$ 9,987
Total current assets	$ 227,128	$ 972	$ —	$ —	$ 228,100
Deferred tax assets	$ 85,564	$ (12,958)	$ —	$ —	$ 72,606
Other assets, net	$ 206,685	$ 269	$ —	$ —	$ 206,954
Total other assets	$ 339,421	$ (12,689)	$ —	$ —	$ 326,732
Total assets	$ 958,483	$ (11,717)	$ —	$ —	$ 946,766
Accrued liabilities	$ 120,083	$ (4,978)	$ —	$ —	$ 115,105
Total current liabilities	$ 157,923	$ (4,978)	$ —	$ —	$ 152,945
Other long-term liabilities	$ 263,770	$ (41,295)	$ —	$ —	$ 222,475
Total long-term liabilities	$ 1,538,144	$ (41,295)	$ —	$ —	$ 1,496,849
Retained earnings	$ 1,577,034	$ 34,556	$ —	$ —	$ 1,611,590
Total stockholders' deficit	$ (737,584)	$ 34,556	$ —	$ —	$ (703,028)
Total liabilities and stockholders' deficit	$ 958,483	$ (11,717)	$ —	$ —	$ 946,766

The adoption of ASC 606 had no impact on our cash provided by or used in operating, investing or financing activities as previously reported in the accompanying consolidated statement of cash flows.

In March 2017, the FASB issued ASU 2017-07, *Compensation - Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost*. This standard requires the presentation of the service cost component of net benefit cost to be in the same line item as other compensation costs arising from services rendered by the pertinent employees during the period. All other components of net benefit cost should be presented separately from the service cost component and outside of a subtotal of earnings from operations, or separately disclosed. We adopted this standard in the first quarter of fiscal 2019 applying the retrospective method. As a result of the adoption, 2018 and 2017 amounts of $1.8 million and $3.4 million, respectively, previously reported within "Selling, general, and administrative expenses" have been reclassified to a separate line under earnings from operations to conform to current year presentation.

Effect of new accounting pronouncements to be adopted in future periods — In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842) (as subsequently amended by ASU 2018-01, ASU 2018-10, ASU 2018-11, ASU 2018-20 and ASU 2019-01) which requires a lessee to recognize assets and liabilities on the balance sheet for those leases classified as operating leases under previous guidance. Substantially all the Company's operating lease commitments will be subject to the new guidance and recognized as operating lease liabilities and right of use assets upon adoption, resulting in a significant increase in the assets and liabilities on our consolidated balance sheets. We do not expect the adoption of this guidance to have a material impact on our consolidated statements of earnings and statements of cash flows.

We are required to adopt this standard in the first quarter of fiscal 2020 and have elected to utilize the alternative transition method, whereby an entity records a cumulative adjustment to opening retained earnings in the year of adoption without restating prior periods. We will elect the transition package of three practical expedients, which, among other items, permits us not to reassess under the new standard our prior conclusions about lease identification, lease classification and initial direct costs. We will also elect the short-term lease recognition exemption for all leases that qualify, permitting us to not apply the recognition requirements of this standard to leases with a term of 12 months or less and an accounting policy to not separate lease and non-lease components for certain classes of assets. We will not elect the use-of-hindsight practical expedient, and therefore will continue to utilize lease terms determined under the existing lease guidance.

We are in the final phase of our adoption plan. We are substantially complete with our scoping analysis, data gathering process to ensure the completeness and accuracy of our current leasing portfolio, and testing of our existing leasing system for compliance with Topic 842, and are in the process of finalizing our accounting policies, processes, disclosures and internal controls over financial reporting.

For our real estate operating leases, we expect the adoption of the new guidance will result in the recognition of approximately $950 million of operating lease liabilities based on the present value of the remaining minimum rental payments using discount rates as of the effective date. We expect to record corresponding right of use assets of approximately $900 million, based on the operating lease liabilities adjusted for certain lease related assets and liabilities and the impairment of certain right of use assets recognized as a cumulative effect adjustment in retained earnings as of the adoption date. We do not expect operating lease liabilities and right of use assets related to our other contracts to be material.

The accounting guidance for lessors remains largely unchanged from previous guidance, except for the presentation of certain lease costs that the Company passes through to lessees, including but not limited to, property taxes and maintenance. These costs are generally paid by the Company and reimbursed by the lessee. Historically, these costs have been recorded on a net basis in the consolidated statements of operations but will be presented gross upon adoption of the new guidance. As a result, we expect an increase in our annual revenues and expenses of approximately $5.0 million after adoption.

We reviewed all other recently issued accounting pronouncements and concluded that they were either not applicable or not expected to have a significant impact on our consolidated financial statements.

2. REVENUE

Nature of products and services — We derive revenue from retail sales at Jack in the Box company-operated restaurants and rental revenue, royalties, advertising, and franchise and other fees from franchise-operated restaurants.

Our franchise arrangements generally provide for an initial franchise fee of $50,000 per restaurant and generally require that franchisees pay royalty and marketing fees at 5% of gross sales. The agreement also requires franchisees to pay sourcing, technology support and other miscellaneous fees.

Disaggregation of revenue — The following table disaggregates revenue by primary source for the fiscal year ended September 29, 2019 *(in thousands)*:

	2019
Sources of revenue:	
Company restaurant sales	$ 336,807
Franchise rental revenues	272,815
Franchise royalties	163,047
Marketing fees	157,969
Technology and sourcing fees	12,705
Franchise fees and other services	6,764
Total revenue	$ 950,107

Contract liabilities — Our contract liabilities consist of deferred revenue resulting from initial fees received from franchisees for new restaurant openings or new franchise terms, which are generally recognized over the franchise term. We classify these contract liabilities as "Accrued liabilities" and "Other long-term liabilities" in our consolidated balance sheets.

A summary of significant changes in our contract liabilities between the date of adoption (October 1, 2018) and September 29, 2019 is presented below *(in thousands)*:

	Deferred Franchise Fees
Deferred franchise fees at October 1, 2018	$ 50,018
Revenue recognized during the period	(5,173)
Additions during the period	1,428
Deferred franchise fees at September 29, 2019	$ 46,273

The following table reflects the estimated franchise fees to be recognized in the future related to performance obligations that are unsatisfied at the end of the period *(in thousands)*:

2020	$ 4,978
2021	4,880
2022	4,681
2023	4,527
2024	4,334
Thereafter	22,873
	$ 46,273

We have applied the optional exemption, as provided for under ASC 606, which allows us to not disclose the transaction price allocated to unsatisfied performance obligations when the transaction price is a sales-based royalty.

3. SUMMARY OF REFRANCHISINGS, FRANCHISEE DEVELOPMENT AND ACQUISITIONS

Refranchisings and franchisee development — The following table summarizes the number of restaurants sold to franchisees, the number of restaurants developed by franchisees, and gains recognized in each fiscal year (*dollars in thousands*):

	2019	2018	2017
Restaurants sold to franchisees	—	135	178
New restaurants opened by franchisees	19	11	18
Proceeds from the sale of company-operated restaurants:			
Cash (1)	$ 1,280	$ 26,486	$ 99,591
Notes receivable	—	70,461	—
	$ 1,280	$ 96,947	$ 99,591
Net assets sold (primarily property and equipment)	$ —	$ (21,329)	$ (30,597)
Lease commitment charges (2)	—	—	(11,737)
Goodwill related to the sale of company-operated restaurants	(2)	(4,663)	(10,062)
Other (3)	88	(24,791)	(9,161)
Gains on the sale of company-operated restaurants	$ 1,366	$ 46,164	$ 38,034

(1) Amounts in 2019, 2018, and 2017 include additional proceeds of $1.3 million, $1.4 million, and $0.2 million related to the extension of the underlying franchise and lease agreements from the sale of restaurants in prior years.

(2) Charges are for operating restaurant leases with lease commitments in excess of our sublease rental income.

(3) Amounts in 2018 primarily represent $9.2 million of costs related to franchise remodel incentives, $8.7 million reduction of gains related to the modification of certain 2017 refranchising transactions, $2.3 million of maintenance and repair expenses and $3.7 million of other miscellaneous non-capital charges. Amounts in 2017 represent impairment of $4.6 million and equipment write-offs of $1.4 million related to restaurants closed in connection with the sale of the related markets, maintenance and repair charges, and other miscellaneous non-capital charges.

Franchise acquisitions — In 2019 and 2018 we did not acquire any franchise restaurants. In 2017 we acquired 50 franchise restaurants. Of the 50 restaurants acquired, we took over 31 restaurants as a result of an agreement with an underperforming franchisee who was in violation of franchise and lease agreements with the Company. Under this agreement, the franchisee voluntarily agreed to turn over the restaurants. The acquisition of the additional 19 restaurants in 2017 was the result of a legal action filed in September 2013 against a franchisee, from which legal action we obtained a judgment in January 2017 granting us possession of the restaurants. Of the 50 restaurants acquired in 2017, we closed eight and sold 42 to franchisees.

4. GOODWILL AND INTANGIBLE ASSETS, NET

The changes in the carrying amount of goodwill during fiscal 2019 and 2018 were as follows (*in thousands*):

Balance at October 1, 2017	$ 51,412
Sale of company-operated restaurants to franchisees	(4,663)
Balance at September 30, 2018	46,749
Sale of company-operated restaurants to franchisees	(2)
Balance at September 29, 2019	$ 46,747

Intangible assets, net, consist of the following as of the end of each fiscal year (*in thousands*):

	2019	2018
Gross carrying amount	$ 6,692	$ 6,751
Less accumulated amortization	(6,267)	(6,151)
Net carrying amount	$ 425	$ 600

Amortized intangible assets include lease acquisition costs and reacquired franchise rights. Total amortization expense related to intangible assets was $0.1 million in fiscal 2019, and $0.2 million in fiscal 2018 and 2017.

The following table summarizes, as of September 29, 2019, the estimated amortization expense for each of the next five fiscal years (*in thousands*):

2020	$ 108
2021	$ 95
2022	$ 36
2023	$ 20
2024	$ 17

5. FAIR VALUE MEASUREMENTS

Financial assets and liabilities — The following table presents the financial assets and liabilities measured at fair value on a recurring basis (*in thousands*):

	Total	Quoted Prices in Active Markets for Identical Assets (3) (Level 1)	Significant Other Observable Inputs (3) (Level 2)	Significant Unobservable Inputs (3) (Level 3)
Fair value measurements as of September 29, 2019:				
Non-qualified deferred compensation plan (1)	$ 30,104	$ 30,104	$ —	$ —
Total liabilities at fair value	$ 30,104	$ 30,104	$ —	$ —
Fair value measurements as of September 30, 2018:				
Non-qualified deferred compensation plan (1)	$ 37,447	$ 37,447	$ —	$ —
Interest rate swaps (Note 6) (2)	703	—	703	—
Total liabilities at fair value	$ 38,150	$ 37,447	$ 703	$ —

(1) We maintain an unfunded defined contribution plan for key executives and other members of management. The fair value of this obligation is based on the closing market prices of the participants' elected investments. The obligation is included in "Accrued liabilities" and "Other long-term liabilities" on our consolidated balance sheets.

(2) We entered into interest rate swaps to reduce our exposure to rising interest rates on our variable rate debt. The fair values of our interest rate swaps are based upon Level 2 inputs, which include valuation models as reported by our counterparties. These valuation models use a discounted cash flow analysis on the cash flows of each derivative. The key inputs for the valuation models are quoted market prices, discount rates, and forward yield curves. The Company also considered its own nonperformance risk and the respective counter-party's nonperformance risk in the fair value measurements. As further described in Note 6, *Derivatives*, the Company's interest rate swaps were terminated on July 2, 2019 and settled in connection with our securitization transaction on July 8, 2019.

(3) We did not have any transfers in or out of Level 1, 2, or 3.

At September 29, 2019, the fair value of our Class A-2 Notes was $1,344.3 million. The fair value of the Class A-2 Notes was estimated using Level 2 inputs based on quoted market prices in markets that are not considered active markets. The estimated fair values of our capital lease obligations approximated their carrying values as of September 29, 2019.

Non-financial assets and liabilities — Our non-financial instruments, which primarily consist of property and equipment, goodwill, and intangible assets, are reported at carrying value and are not required to be measured at fair value on a recurring basis. However, whenever events or changes in circumstances indicate that their carrying value may not be recoverable, non-financial instruments are assessed for impairment. If the carrying values are not fully recoverable, they are written down to fair value.

In connection with management's decision to discontinue a long-term technology project, an impairment charge of $3.5 million was recorded in the fourth quarter of 2019. Refer to Note 9, *Impairment and Other Charges, Net,* for additional information regarding impairment charges.

6. DERIVATIVE INSTRUMENTS

Interest rate swaps — We have used interest rate swaps to mitigate interest rate volatility with regard to variable rate borrowings under our senior credit facility. In June 2015, we entered into forward-starting interest rate swap agreements that effectively converted $500.0 million of our variable rate borrowings to a fixed rate from October 2018 through October 2022. These agreements were designated as cash flow hedges under the terms of the FASB authoritative guidance for derivatives and hedging. To the extent that they are effective in offsetting the variability of the hedged cash flows, changes in the fair values of the derivatives are not

included in earnings, but are included in OCI. These changes in fair value were subsequently reclassified into net earnings as a component of interest expense as the hedged interest payments were made on our variable rate debt.

Effective July 2, 2019, the Company terminated all interest rate swap agreements in anticipation of the securitization transaction and related retirement of our senior credit facility (see Note 7, *Indebtedness*). The fair value of the interest rate swaps at the termination date was $23.6 million, which was required to be paid in full on July 8, 2019. As a result of the decision to extinguish the senior credit facility, forecasted cash flows associated with the variable-rate debt interest payments were no longer considered to be probable. Consequently, unrealized losses in other comprehensive income at the termination date were immediately reclassified to "Interest expense, net" in the accompanying consolidated statement of earnings.

Financial position — The following derivative instruments were outstanding as of the end of each fiscal year (*in thousands*):

	Balance Sheet Location	Fair Value	
		2019	2018
Derivatives designated as hedging instruments:			
Interest rate swaps	Accrued liabilities	$ —	$ (26)
Interest rate swaps	Other long-term liabilities	—	(1,266)
Interest rate swaps	Other assets, net	—	589
Total derivatives (Note 5)		$ —	$ (703)

Financial performance — The following table summarizes the accumulated OCI activity related to our interest rate swap derivative instruments in each fiscal year (*in thousands*):

	Location in Income	2019	2018	2017
(Loss) gain recognized in OCI	N/A	$ (23,625)	$ 18,769	$ 19,768
Loss reclassified from accumulated OCI into net earnings	Interest expense, net	$ 24,328	$ 3,455	$ 5,070

Amounts reclassified from accumulated OCI into interest expense represent payments made to the counterparty for the effective portions of the interest rate swaps. During the fiscal years presented, our interest rate swaps had no hedge ineffectiveness.

7. INDEBTEDNESS

The detail of our long-term debt at the end of each fiscal year is as follows (*in thousands*):

	2019	2018
Class A-2-I Notes	$ 575,000	$ —
Class A-2-II Notes	275,000	—
Class A-2-III Notes	450,000	—
Revolving credit facility	—	730,422
Term loans	—	336,360
Capital lease obligations	3,594	4,403
Total debt	1,303,594	1,071,185
Less current maturities of long-term debt, net of $0 and $1,008 of debt issuance costs, respectively	(774)	(31,828)
Less unamortized debt issuance costs	(28,446)	(1,430)
Long-term debt	$ 1,274,374	$ 1,037,927

Securitized financing transaction — On July 8, 2019, Jack in the Box Funding, LLC (the "Master Issuer"), a limited-purpose, bankruptcy-remote, wholly owned indirect subsidiary of the Company, completed its securitization transaction and issued $575.0 million of its Series 2019-1 3.982% Fixed Rate Senior Secured Notes, Class A-2-I (the "Class A-2-I Notes"), $275.0 million of its Series 2019-1 4.476% Fixed Rate Senior Secured Notes, Class A-2-II (the "Class A-2-II Notes") and $450.0 million of its Series 2019-1 4.970% Fixed Rate Senior Secured Notes, Class A-2-III (the "Class A-2-III Notes") and together with the Class A-2-I Notes and the Class A-2-II Notes, (the "Class A-2 Notes"), in an offering exempt from registration under the Securities Act of 1933, as amended. In connection with the issuance of the Class A-2 Notes, the Master Issuer also entered into a revolving financing facility of Series 2019-1 Variable Funding Senior Secured Notes, Class A-1 (the "Variable Funding Notes"), which allows for the drawing of up to $150.0 million under the Variable Funding Notes and the issuance of letters of credit. The Class A-2 Notes and the Variable Funding Notes are referred to collectively as the "Notes."

The Notes were issued in a privately placed securitization transaction pursuant to which certain of the Company's revenue-generating assets, consisting principally of franchise-related agreements, real estate assets, and intellectual property and license agreements for the use of intellectual property, are held by the Master Issuer and certain other limited-purpose, bankruptcy remote, wholly owned indirect subsidiaries of the Company that act as Guarantors (as defined below) of the Notes and that have pledged substantially all of their assets, excluding certain real estate assets and subject to certain limitations, to secure the Notes.

Class A-2 Notes — Interest and principal payments on the Class A-2 Notes are payable on a quarterly basis. In general, no principal payments will be required if a specified leverage ratio, which is a measure of outstanding debt to earnings before interest, taxes, depreciation, and amortization, adjusted for certain items (as defined in the Indenture), is less than or equal to 5.0x. As of September 29, 2019, the Company's actual leverage ratio was under 5.0x; accordingly, no principal payment on the Class A-2 Notes was required. The legal final maturity date of the Class A-2 Notes is in August 2049, but it is expected that, unless earlier prepaid to the extent permitted under the Indenture, the anticipated repayment dates of the Class A-2-I Notes, the Class A-2-II Notes and the Class A-2-III Notes will be August 2023, August 2026 and August 2029, respectively (the "Anticipated Repayment Dates"). If the Master Issuer has not repaid or refinanced the Class A-2 Notes prior to the respective anticipated repayment date, additional interest will accrue pursuant to the Indenture. The Class A-2 Notes are secured by the collateral described below under "Guarantees and Collateral."

Variable Funding Notes — The Variable Funding Notes were issued under the Indenture and allow for drawings on a revolving basis and the issuance of letters of credit. Depending on the type of borrowing under the Variable Funding Notes, interest on the Variable Funding Notes will be based on (i) the prime rate, (ii) overnight federal funds rates, (iii) the London interbank offered rate for U.S. Dollars or (iv) the lenders' commercial paper funding rate plus any applicable margin, as set forth in the Variable Funding Note Purchase Agreement. There is a scaled commitment fee on the unused portion of the Variable Funding Notes facility of between 50 and 100 basis points. It is anticipated that the principal and interest on the Variable Funding Notes will be repaid in full on or prior to August 2024, subject to two one-year extensions at the option of the Company. Following the anticipated repayment date (and any extensions thereof), additional interest will accrue equal to 5.00% per annum. As of September 29, 2019, $45.6 million of letters of credit were outstanding against the Variable Funding Notes, which relate primarily to interest reserves required under the Indenture. The Variable Funding Notes were undrawn at September 29, 2019.

Guarantees and collateral — Pursuant to the Guarantee and Collateral Agreement, dated July 8, 2019 (the "Guarantee and Collateral Agreement"), among the Guarantors, in favor of the trustee, the Guarantors guarantee the obligations of the Master Issuer under the Indenture and related documents and secure the guarantee by granting a security interest in substantially all of their assets. The Notes are secured by a security interest in substantially all of the assets of the Master Issuer and the Guarantors (collectively, the "Securitization Entities"). The assets of the Securitization Entities include most of the revenue-generating assets of the Company and its subsidiaries, which principally consist of franchise-related agreements, certain company-operated restaurants, intellectual property and license agreements for the use of intellectual property. Upon certain trigger events, mortgages will be required to be prepared and recorded on the real estate assets.

Covenants and restrictions — The Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) that the Master Issuer maintains specified reserve accounts to be used to make required payments in respect of the Notes, (ii) provisions relating to optional and mandatory prepayments and the related payment of specified amounts, including specified make-whole payments in the case of the Class A-2 Notes under certain circumstances, (iii) certain indemnification payments in the event, among other things, the assets pledged as collateral for the Notes are in stated ways defective or ineffective and (iv) covenants relating to recordkeeping, access to information and similar matters. The Notes are also subject to customary rapid amortization events provided for in the Indenture, including events tied to failure to maintain stated debt service coverage ratios, the sum of global gross sales for specified restaurants being below certain levels on certain measurement dates, certain manager termination events, an event of default, and the failure to repay or refinance the Class A-2 Notes on the applicable scheduled maturity date. The Notes are also subject to certain customary events of default, including events relating to non-payment of required interest, principal, or other amounts due on or with respect to the Notes, failure to comply with covenants within certain time frames, certain bankruptcy events, breaches of specified representations and warranties, failure of security interests to be effective, and certain judgments.

In accordance with the Indenture, certain cash accounts have been established with the Indenture trustee for the benefit of the note holders, and are restricted in their use. As of September 29, 2019, the Master Issuer had restricted cash of $26.0 million, which primarily represented cash collections and cash reserves held by the trustee to be used for payments of principal, interest and commitment fees required for the Notes.

Deferred financing costs — The Company incurred costs of approximately $33.0 million in connection with the securitization transaction. The costs related to our Class A-2 Notes are presented as a reduction in "Long-term debt, net of current maturities" and are being amortized over the Anticipated Repayment Dates, utilizing the effective interest rate method. The costs related to our Variable Funding Notes are presented within "Other assets, net" and are being amortized over the Anticipated Repayment Date of August 2026 using the straight-line method. As of September 29, 2019, the effective interest rates, including the amortization of debt issuance costs, were 4.541%, 4.798%, and 5.196% for the Class A-2-I Notes, Class A-2-II, Notes and Class A-2-III Notes, respectively.

Amended credit facility — On May 1, 2019, we entered into the Fifth Amendment to the Credit Agreement (the "Fifth Amendment"). The Fifth Amendment extended the maturity date of both our term loan and revolving credit facility from March 19, 2020 to March 19, 2021. Fees of $1.3 million paid to third parties in connection with the Fifth Amendment were capitalized as deferred loan costs during the third quarter.

The proceeds from the issuance of the Class A-2 Notes, were used to repay the remaining principal outstanding on the term loans and revolving credit facility. As a result, a loss on early extinguishment of debt of $2.8 million was recorded in fiscal 2019, primarily consisting of the write-off of unamortized deferred financing costs related to the Credit Agreement, and is reflected in "Interest expense, net" in the consolidated statement of earnings.

Maturities of long-term debt — Assuming repayment by the Anticipated Repayment Dates and based on the leverage ratio as of September 29, 2019, principal payments on our long-term debt outstanding at September 29, 2019 for each of the next five fiscal years and thereafter are as follows (*in thousands*):

2020	$ 774
2021	795
2022	821
2023	575,846
2024	327
Thereafter	725,031
	$ 1,303,594

8. LEASES

As lessee — We lease restaurants and other facilities, which generally have renewal clauses of 1 to 20 years exercisable at our option. In some instances, these leases have provisions for contingent rentals based upon a percentage of defined revenues. Many of our restaurant and other facility leases also have rent escalation clauses and require the payment of property taxes, insurance, and maintenance costs. We also lease certain restaurant and office equipment. Minimum rental obligations are accounted for on a straight-line basis over the term of the initial lease, plus lease option terms for certain locations.

The components of rent expense were as follows in each fiscal year (*in thousands*):

	2019	2018	2017
Minimum rentals	$ 184,587	$ 184,106	$ 185,696
Contingent rentals	2,255	2,221	2,419
Total rent expense	186,842	186,327	188,115
Less rental expense on subleased properties	(170,651)	(162,640)	(145,728)
Net rent expense	$ 16,191	$ 23,687	$ 42,387

The following table presents as of September 29, 2019, future minimum lease payments under capital and operating leases, including leases recorded as lease obligations (*in thousands*):

Fiscal Year	Capital Leases	Operating Leases
2020	$ 879	$ 193,313
2021	879	186,226
2022	879	145,794
2023	864	117,753
2024	396	87,420
Thereafter	40	363,505
Total minimum lease payments	3,937	$ 1,094,011
Less amount representing interest, 3.40% weighted-average interest rate	(343)	
Present value of obligations under capital leases	3,594	
Less current portion	(774)	
Long-term capital lease obligations	$ 2,820	

Assets recorded under capital leases are included in property and equipment, and consisted of the following at each fiscal year-end (*in thousands*):

	2019	2018
Buildings	$ 1,342	$ 3,217
Equipment	5,538	5,519
Less accumulated amortization	(3,904)	(4,621)
	$ 2,976	$ 4,115

Amortization of assets under capital leases is included in depreciation and amortization expense in the consolidated statements of earnings.

As lessor — We lease or sublease restaurants to certain franchisees and others under agreements that generally provide for the payment of percentage rentals in excess of stipulated minimum rentals, usually for a period up to 20 years. Most of our leases have rent escalation clauses and renewal clauses of 5 to 20 years. The following table summarizes rents received under these agreements in each fiscal year (*in thousands*):

	2019	2018	2017
Total rental income (1)	$ 277,623	$ 264,432	$ 237,004
Contingent rentals	$ 38,506	$ 35,148	$ 33,168

(1) Includes contingent rentals.

The minimum rents receivable expected to be received under these non-cancelable operating leases and subleases, including leases recorded as lease obligations relating to continuing and discontinuing operations, and excluding contingent rentals, as of September 29, 2019 are as follows (*in thousands*):

Fiscal Year	
2020	$ 239,219
2021	255,315
2022	231,394
2023	224,605
2024	199,442
Thereafter	1,215,811
Total minimum future rent receivable	$ 2,365,786

Assets held for lease and included in property and equipment consisted of the following at each fiscal year-end (*in thousands*):

	2019	2018
Land	$ 91,130	$ 89,256
Buildings	817,400	824,964
Equipment	537	611
	909,067	914,831
Less accumulated depreciation	(632,197)	(607,900)
	$ 276,870	$ 306,931

9. IMPAIRMENT AND OTHER CHARGES, NET

Impairment and other charges, net, in the accompanying consolidated statements of earnings is comprised of the following in each fiscal year (*in thousands*):

	2019	2018	2017
Restructuring costs	$ 8,455	$ 10,647	$ 3,631
Costs of closed restaurants and other	8,628	4,803	5,736
(Gains) losses on disposition of property and equipment, net	(6,244)	1,627	2,891
Accelerated depreciation	1,616	1,130	911
Operating restaurant impairment charges	—	211	—
	$ 12,455	$ 18,418	$ 13,169

Restructuring costs — Restructuring charges include costs resulting from the exploration of strategic alternatives (the "Strategic Alternatives Evaluation") in 2019, and a plan that management initiated to reduce our general and administrative costs. Restructuring charges in 2018 also include costs related to the evaluation of potential alternatives with respect to the Qdoba brand (the "Qdoba Evaluation"), which resulted in the Qdoba Sale. Refer to Note 10, *Discontinued Operations,* for information regarding the Qdoba Sale.

The following is a summary of the costs incurred in connection with these activities during each fiscal year (*in thousands*):

	2019	2018	2017
Employee severance and related costs	$ 7,169	$ 7,845	$ 724
Strategic Alternatives Evaluation (1)	1,286	—	—
Qdoba Evaluation (2)	—	2,211	2,592
Other	—	591	315
	$ 8,455	$ 10,647	$ 3,631

(1) Strategic Alternative Evaluation costs are primarily related to third party advisory services.
(2) Qdoba Evaluation consulting costs are primarily related to third party advisory services and retention compensation.

We currently expect to recognize severance and related costs of approximately $1.3 million in fiscal 2020 related to positions that have been identified for elimination. At this time, we do not expect any additional charges to be incurred related to additional positions that may be identified for elimination or our other restructuring activities.

Total accrued severance costs related to our restructuring activities are included in "Accrued liabilities" and changed as follows during fiscal 2019 *(in thousands)*:

Balance as of September 30, 2018	$ 5,309
Costs incurred	7,731
Accruals released	(662)
Cash payments	(10,278)
Balance as of September 29, 2019	$ 2,100

Costs of closed restaurants and other — Costs of closed restaurants in all years include future lease commitment charges and expected ancillary costs, net of anticipated sublease rentals, impairment and other costs associated with closed restaurants, and canceled project costs. During the fourth quarter of 2019, the Company recorded a charge of $3.5 million related to the write-off of software development costs as a result of management's decision to discontinue a long-term technology project.

Accrued restaurant closing costs included in "Accrued liabilities" and "Other long-term liabilities" changed as follows during fiscal 2019 (*in thousands*):

Balance as of September 30, 2018	$	3,534
Adjustments (1)		590
Interest expense		1,292
Cash payments		(3,591)
Balance as of September 29, 2019 (2) (3)	$	1,825

(1) Adjustments relate primarily to revisions of certain sublease and cost assumptions. Our estimates related to our future lease obligations, primarily the sublease income we anticipate, are subject to a high degree of judgment and may differ from actual sublease income due to changes in economic conditions, desirability of the sites, and other factors.

(2) The weighted-average remaining lease term related to these commitments is approximately four years.

(3) This balance excludes $1.5 million of restaurant closing costs that are included in "Accrued liabilities" and "Other long-term liabilities", which were initially recorded as losses on the sale of company-operated restaurants to franchisees in prior years.

Accelerated depreciation — When a long-lived asset will be replaced or otherwise disposed of prior to the end of its estimated useful life, the useful life of the asset is adjusted based on the estimated disposal date and accelerated depreciation is recognized. In fiscal 2019, accelerated depreciation primarily related to information technology and facility improvements. In fiscal 2018, accelerated depreciation was primarily related to the replacement of computer hardware, restaurant remodels, and exterior enhancements at our company-operated restaurants. In fiscal 2017, accelerated depreciation primarily related to restaurant remodels and the anticipated closure of three company-owned restaurants.

10. DISCONTINUED OPERATIONS

Qdoba — On December 19, 2017, we entered into a stock purchase agreement (the "Qdoba Purchase Agreement") with the Buyer to sell all issued and outstanding shares of Qdoba (the "Shares"). The Buyer completed the acquisition of Qdoba on March 21, 2018 (the "Qdoba Sale") for an aggregate purchase price of approximately $298.5 million.

We also entered into a Transition Services Agreement with the Buyer pursuant to which the Buyer received certain services (the "Services") to enable it to operate the Qdoba business after the closing of the Qdoba Sale. The Services included information technology, finance and accounting, human resources, supply chain and other corporate support services. Under the Agreement, the Services were provided at cost for a period of up to 12 months, with two 3-month extensions available for certain services. As of September 21, 2019, we are no longer providing transition services to Qdoba. In fiscal 2019 and 2018 we recorded $7.0 million and $7.9 million, respectively, related to the Services as a reduction of "Selling, general, and administrative expenses" in the consolidated statements of earnings.

Further, in 2018, we entered into an Employee Agreement with the Buyer pursuant to which we continued to employ all Qdoba employees who work for the Buyer (the "Qdoba Employees") from the date of closing of the Qdoba Sale through December 31, 2018. During the term of the Employee Agreement, we paid all wages and benefits of the Qdoba Employees and received reimbursement of these costs from the Buyer. From October 1, 2018 to December 31, 2018, we paid $35.4 million of Qdoba wages and benefits pursuant to the Employee Agreement.

As the Qdoba Sale represented a strategic shift that had a major effect on our operations and financial results, in accordance with the provisions of FASB authoritative guidance on the presentation of financial statements, Qdoba results are classified as discontinued operations in our consolidated statements of earnings and our consolidated statements of cash flows for all periods presented.

Income taxes — In fiscal 2019, the Company entered into a bilateral California election with Quidditch Acquisition, Inc. to retroactively treat the divestment of Qdoba Restaurant Corporation on March 21, 2018 as a sale of assets instead of a stock sale for income tax purposes. This election reduced the Company's fiscal year 2018 California tax liability on the divestment by $2.8 million.

The following table summarizes the Qdoba results for each period (*in thousands, except per share data*):

	2019	2018	2017
Company restaurant sales	$ —	$ 192,620	$ 436,558
Franchise revenues	—	9,337	20,065
Company restaurant costs (excluding depreciation and amortization)	—	(166,122)	(357,370)
Franchise costs (excluding depreciation and amortization)	—	(2,338)	(4,993)
Selling, general and administrative expenses	174	(19,286)	(36,706)
Depreciation and amortization	—	(5,012)	(21,500)
Impairment and other charges, net	(262)	(2,305)	(15,061)
Interest expense, net	—	(4,787)	(9,025)
Operating (loss) earnings from discontinued operations before income taxes	(88)	2,107	11,968
(Loss) gain on Qdoba Sale	(85)	30,717	—
(Loss) earnings from discontinued operations before income taxes	(173)	32,824	11,968
Income tax benefit (expense)	2,863	(15,726)	(4,518)
Earnings from discontinued operations, net of income taxes	$ 2,690	$ 17,098	$ 7,450
Net earnings per share from discontinued operations:			
Basic	$ 0.10	$ 0.60	$ 0.24
Diluted	$ 0.10	$ 0.59	$ 0.24

Selling, general and administrative expenses presented in the table above include corporate costs directly in support of Qdoba operations. All other corporate costs were classified in results of continuing operations. Our credit facility required us to make a mandatory prepayment ("Qdoba Prepayment") on our term loan upon the closing of the Qdoba Sale, which was $260.0 million. Interest expense associated with our credit facility was allocated to discontinued operations based on our estimate of the mandatory prepayment that was made upon closing of the Qdoba Sale.

Lease guarantees — While all operating leases held in the name of Qdoba were part of the Qdoba Sale, some of the leases remain guaranteed by the Company pursuant to one or more written guarantees (the "Guarantees"). In the event Qdoba fails to meet its payment and performance obligations under such guaranteed leases, we may be required to make rent and other payments to the landlord under the requirements of the Guarantees. Should we, as guarantor of the lease obligations, be required to make any lease payments due for the remaining term of the subject lease(s) subsequent to March 21, 2018, the maximum amount we may be required to pay is approximately $32.1 million as of September 29, 2019. The lease terms extend for a maximum of approximately 16 more years as of September 29, 2019, and we would remain a guarantor of the leases in the event the leases are extended for any established renewal periods. In the event that we are obligated to make payments under the Guarantees, we believe the exposure is limited due to contractual protections and recourse available in the lease agreements, as well as the Qdoba Purchase Agreement, including a requirement of the landlord to mitigate damages by re-letting the properties in default, and indemnity from the Buyer. Qdoba continues to meet its obligations under these leases and there have not been any events that would indicate that Qdoba will not continue to meet the obligations of the leases. As such, we have not recorded a liability for the Guarantees as of September 29, 2019 as the likelihood of Qdoba defaulting on the assigned agreements was deemed to be less than probable.

11. INCOME TAXES

Income taxes consist of the following in each fiscal year (*in thousands*):

	2019	2018	2017
Current:			
Federal	$ 14,683	$ 51,454	$ 79,038
State	5,242	4,922	12,368
	19,925	56,376	91,406
Deferred:			
Federal	3,750	23,462	(13,176)
State	350	1,890	(2,898)
	4,100	25,352	(16,074)
Income tax expense from continuing operations	$ 24,025	$ 81,728	$ 75,332
Income tax expense (benefit) from discontinued operations	$ (2,863)	$ 15,700	$ (4,119)

A reconciliation of the federal statutory income tax rate to our effective tax rate for continuing operations is as follows:

	2019	2018	2017
Income tax expense at federal statutory rate	21.0 %	24.5 %	35.0 %
State income taxes, net of federal tax benefit	5.3 %	4.7 %	3.8 %
One-time, non-cash impact of the Tax Act	— %	17.5 %	— %
Stock compensation excess tax benefit	(0.1)%	(1.1)%	— %
Benefit of jobs tax credits, net of valuation allowance	(0.3)%	(0.4)%	(0.4)%
Release of federal tax liability	(0.6)%	— %	— %
Adjustment to state tax provision	(0.9)%	— %	— %
Benefit related to COLIs	(1.0)%	(0.4)%	(1.1)%
Termination of interest rate swaps	(2.6)%	— %	— %
Other, net	— %	(0.9)%	(0.4)%
	20.8 %	43.9 %	36.9 %

The tax effects of temporary differences that give rise to significant portions of deferred tax assets and deferred tax liabilities at each fiscal year-end are presented below (*in thousands*):

	2019	2018
Deferred tax assets:		
Accrued defined benefit pension and postretirement benefits	$ 46,918	$ 34,776
Deferred income	13,803	1,535
Impairment	9,981	11,388
Accrued insurance	7,133	8,994
Share-based compensation	5,415	4,936
Tax loss and tax credit carryforwards	5,327	7,458
Lease commitments related to closed or refranchised locations	3,786	4,696
Deferred interest deduction	3,188	—
Other reserves and allowances	2,965	851
Accrued incentive compensation	2,617	2,055
Accrued compensation expense	1,092	2,034
Interest rate swaps	—	181
Other, net	868	2,206
Total gross deferred tax assets	103,093	81,110
Valuation allowance	(2,485)	(3,554)
Total net deferred tax assets	100,608	77,556
Deferred tax liabilities:		
Intangible assets	(10,520)	(10,492)
Leasing transactions	(3,822)	(2,790)
Property and equipment, principally due to differences in depreciation	(128)	(1,855)
Other	(574)	(279)
Total gross deferred tax liabilities	(15,044)	(15,416)
Net deferred tax assets	$ 85,564	$ 62,140

The Tax Act was enacted into law on December 22, 2017. The Tax Act included a reduction in the U.S. federal statutory corporate income tax rate (the "Tax Rate") from 35% to 21% and introduced new limitations on certain business deductions. As a result, for the fiscal year ended September 30, 2018, we recognized a year-to-date, non-cash $32.5 million tax provision expense impact primarily related to the re-measurement of our deferred tax assets and liabilities due to the reduced Tax Rate.

Deferred tax assets as of September 29, 2019 include state net operating loss carry-forwards of approximately $27.4 million expiring at various times between 2020 and 2038. At September 29, 2019, we recorded a valuation allowance of $2.5 million related to losses and state tax credits, which decreased from the $3.6 million at September 30, 2018 primarily due to the release of the valuation allowance on prior year net operating losses. We believe that it is more likely than not that these net operating loss and credit carry-forwards will not be realized and that all other deferred tax assets will be realized through future taxable income or alternative tax strategies.

The major jurisdictions in which the Company files income tax returns include the United States and states in which we operate that impose an income tax. The federal statutes of limitations have not expired for fiscal years 2016 and forward. The statutes of limitations for California and Texas, which constitute the Company's major state tax jurisdictions, have not expired for fiscal years 2015 and forward.

12. RETIREMENT PLANS

We sponsor programs that provide retirement benefits to our employees. These programs include defined contribution plans, defined benefit pension plans, and postretirement healthcare plans.

Defined contribution plans — We maintain a qualified savings plan pursuant to Section 401(k) of the Internal Revenue Code ("IRC"). The plan allows all employees who have satisfied the service requirements and reached age 21 to defer a percentage of their pay on a pre-tax basis. Beginning January 1, 2016, we match 100% of the first 4% of compensation deferred by the participant. A participant's right to Company contributions vest immediately. Our contributions under this plan were $1.7 million in fiscal 2019, and $2.2 million and $1.9 million in fiscal 2018 and 2017, respectively.

We also maintain an unfunded, non-qualified deferred compensation plan for key executives and other members of management whose compensation deferrals or company matching contributions to the qualified savings plan are limited due to IRC rules. Effective January 1, 2016, this non-qualified plan was amended to replace the company matching contribution with an annual restoration match that is intended to "restore" up to the full match for participants whose elective deferrals (and related company matching contributions) to the qualified savings plan were limited due to IRC rules. A participant's right to the Company restoration match vests immediately. This plan allows participants to defer up to 50% of their salary and 85% of their bonus, on a pre-tax basis. In addition, to compensate executives who were hired or promoted into an eligible position prior to May 7, 2015 and who may no longer participate in our supplemental defined benefit pension plan, we also contribute a supplemental amount equal to 4% of an eligible employee's salary and bonus for a period of 10 years in such eligible position. Our contributions under the non-qualified deferred compensation plan were $0.2 million in fiscal 2019, and $0.2 million, and $0.5 million in fiscal 2018 and 2017, respectively.

Defined benefit pension plans — We sponsor two defined benefit pension plans, a "Qualified Plan" covering substantially all full-time employees hired prior to January 1, 2011, and an unfunded supplemental executive retirement plan ("SERP") that provides certain employees additional pension benefits and was closed to new participants effective January 1, 2007. In fiscal 2011, the Board of Directors approved changes to our Qualified Plan whereby participants will no longer accrue benefits effective December 31, 2015. Benefits under both plans are based on the employees' years of service and compensation over defined periods of employment.

In the fourth quarter of 2019, the Company amended its Qualified Plan to add a limited lump sum payment window whereby certain terminated participants with a vested pension benefit could elect to receive an immediate lump sum or monthly annuity payment of their accrued benefit. The offering period began September 16, 2019 and ended on or around October 31, 2019. The participants that elect a lump sum benefit under the program will be paid in December 2019. The estimated impact of the bulk lump sum offering was taken into consideration in connection with the Qualified Plan's fiscal year-end pension benefit obligation ("PBO") measurement. The Company assumed a 40% participant acceptance rate which resulted in a $25.6 million reduction in the Company's PBO as of September 29, 2019. In accordance with the FASB authoritative guidance for pension plans, the expected settlement loss related to the offering will be recorded in the period the lump sum payments are made (the first quarter of fiscal 2020).

Postretirement healthcare plans — We also sponsor two healthcare plans, closed to new participants, that provide postretirement medical benefits to certain employees who have met minimum age and service requirements. The plans are contributory, with retiree contributions adjusted annually, and contain other cost-sharing features such as deductibles and coinsurance.

Obligations and funded status — The following table provides a reconciliation of the changes in benefit obligations, plan assets, and funded status of our retirement plans for each fiscal year (*in thousands*):

	Qualified Plan		SERP		Postretirement Health Plans	
	2019	2018	2019	2018	2019	2018
Change in benefit obligation:						
Obligation at beginning of year	$ 457,109	$ 493,767	$ 73,067	$ 78,401	$ 23,461	$ 25,660
Service cost	—	1,743	—	490	—	—
Interest cost	19,825	19,463	3,080	2,894	997	955
Participant contributions	—	—	—	—	112	115
Actuarial loss (gain)	61,029	(37,872)	8,771	(4,686)	2,343	(1,720)
Benefits paid	(12,224)	(10,949)	(5,025)	(4,032)	(1,354)	(1,563)
Settlements	(3,808)	(9,043)	—	—	—	—
Other	—	—	—	—	73	14
Obligation at end of year	$ 521,931	$ 457,109	$ 79,893	$ 73,067	$ 25,632	$ 23,461
Change in plan assets:						
Fair value at beginning of year	$ 456,127	$ 460,709	$ —	$ —	$ —	$ —
Actual return on plan assets	36,099	15,410	—	—	—	—
Participant contributions	—	—	—	—	112	115
Employer contributions	—	—	5,025	4,032	1,169	1,435
Benefits paid	(12,224)	(10,949)	(5,025)	(4,032)	(1,354)	(1,563)
Settlements	(3,808)	(9,043)	—	—	—	—
Other	—	—	—	—	73	13
Fair value at end of year	$ 476,194	$ 456,127	$ —	$ —	$ —	$ —
Funded status at end of year	$ (45,737)	$ (982)	$ (79,893)	$ (73,067)	$ (25,632)	$ (23,461)
Amounts recognized on the balance sheet:						
Current liabilities	$ —	$ —	$ (5,371)	$ (5,037)	$ (1,379)	$ (1,353)
Noncurrent liabilities	(45,737)	(982)	(74,522)	(68,030)	(24,253)	(22,108)
Total liability recognized	$ (45,737)	$ (982)	$ (79,893)	$ (73,067)	$ (25,632)	$ (23,461)
Amounts in AOCI not yet reflected in net periodic benefit cost:						
Unamortized actuarial loss (gain), net	$ 187,705	$ 139,195	$ 34,803	$ 27,239	$ 235	$ (2,267)
Unamortized prior service cost	—	—	157	271	—	—
Total	$ 187,705	$ 139,195	$ 34,960	$ 27,510	$ 235	$ (2,267)
Other changes in plan assets and benefit obligations recognized in OCI:						
Net actuarial loss (gain)	$ 51,263	$ (25,072)	$ 8,771	$ (4,686)	$ 2,343	$ (1,720)
Amortization of actuarial (loss) gain	(2,754)	(3,331)	(1,207)	(1,538)	159	27
Amortization of prior service cost	—	—	(115)	(146)	—	—
Total recognized in OCI	48,509	(28,403)	7,449	(6,370)	2,502	(1,693)
Net periodic benefit (credit) cost and other losses	(3,755)	(3,673)	4,402	5,068	838	928
Total recognized in comprehensive income	$ 44,754	$ (32,076)	$ 11,851	$ (1,302)	$ 3,340	$ (765)
Amounts in AOCI expected to be amortized in fiscal 2020 net periodic benefit cost:						
Net actuarial loss	$ 4,125		$ 1,652		$ 17	
Prior service cost	—		84		—	
Total	$ 4,125		$ 1,736		$ 17	

Additional year-end pension plan information — The PBO is the actuarial present value of benefits attributable to employee service rendered to date, including the effects of estimated future pay increases. The accumulated benefit obligation ("ABO") also reflects the actuarial present value of benefits attributable to employee service rendered to date but does not include the effects of estimated future pay increases. Therefore, the ABO as compared to plan assets is an indication of the assets currently available to fund vested and nonvested benefits accrued through the end of the fiscal year. The funded status is measured as the difference between the fair value of a plan's assets and its PBO.

As of September 29, 2019 and September 30, 2018, the Qualified Plan's ABO exceeded the fair value of its plan assets. The SERP is an unfunded plan and, as such, had no plan assets as of September 29, 2019 and September 30, 2018. The following sets forth the PBO, ABO, and fair value of plan assets of our pension plans as of the measurement date in each fiscal year (*in thousands*):

	2019	2018
Qualified Plan:		
Projected benefit obligation	$ 521,931	$ 457,109
Accumulated benefit obligation	$ 521,931	$ 457,109
Fair value of plan assets	$ 476,194	$ 456,127
SERP:		
Projected benefit obligation	$ 79,893	$ 73,067
Accumulated benefit obligation	$ 79,893	$ 73,067
Fair value of plan assets	$ —	$ —

Net periodic benefit cost — The components of the fiscal year net periodic benefit cost were as follows (*in thousands*):

	2019	2018	2017
Qualified Plan:			
Interest cost	$ 19,825	$ 19,463	$ 19,889
Expected return on plan assets	(26,334)	(26,467)	(26,811)
Actuarial loss	2,754	3,331	4,455
Net periodic benefit credit	$ (3,755)	$ (3,673)	$ (2,467)
SERP:			
Service cost	$ —	$ 490	$ 855
Interest cost	3,080	2,894	2,850
Actuarial loss	1,207	1,538	1,659
Amortization of unrecognized prior service cost	115	146	153
Net periodic benefit cost	$ 4,402	$ 5,068	$ 5,517
Postretirement health plans:			
Interest cost	$ 997	$ 955	$ 1,003
Actuarial (gain) loss	(159)	(27)	162
Net periodic benefit cost	$ 838	$ 928	$ 1,165

Changes in presentation —As discussed in Note 1, *Nature of Operations and Summary of Significant Accounting Policies*, we adopted ASU 2017-07 during the first quarter of 2019 using the retrospective method, which changed the financial statement presentation of service costs and the other components of net periodic benefit cost. The service cost component continues to be included in operating income; however, the other components are now presented in a separate line below earnings from operations captioned "Other pension and post-retirement expenses, net" in our consolidated statements of earnings. Further, in connection with the adoption, plan administrative expenses historically presented as a component of service cost are now presented as a component of expected return on plan assets. The prior year components of net periodic benefit costs and assumptions on the long-term rate of return on assets have been recast to conform to current year presentation.

Prior service costs are amortized on a straight-line basis from date of participation to full eligibility. Unrecognized gains or losses are amortized using the "corridor approach" under which the net gain or loss in excess of 10% of the greater of the PBO or the market-related value of the assets, if applicable, is amortized. For our Qualified Plan, actuarial losses are amortized over the average future expected lifetime of all participants expected to receive benefits. For our SERP, actuarial losses are amortized over the expected remaining future lifetime for inactive participants, and for our postretirement health plans, actuarial losses are amortized over the expected remaining future lifetime of inactive participants expected to receive benefits.

Assumptions — We determine our actuarial assumptions on an annual basis. In determining the present values of our benefit obligations and net periodic benefit costs as of and for the fiscal years ended September 29, 2019, September 30, 2018, and October 1, 2017, we used the following weighted-average assumptions:

	2019	2018	2017
Assumptions used to determine benefit obligations (1):			
Qualified Plan:			
Discount rate	3.36%	4.40%	3.99%
SERP:			
Discount rate	3.24%	4.37%	3.80%
Rate of future pay increases	3.50%	3.50%	3.50%
Postretirement health plans:			
Discount rate	3.24%	4.38%	3.82%
Assumptions used to determine net periodic benefit cost (2):			
Qualified Plan:			
Discount rate	4.40%	3.99%	3.85%
Long-term rate of return on assets	5.85%	5.80%	6.19%
SERP:			
Discount rate	4.37%	3.80%	3.60%
Rate of future pay increases	3.50%	3.50%	3.50%
Postretirement health plans:			
Discount rate	4.38%	3.82%	3.64%

(1) Determined as of end of year.

(2) Determined as of beginning of year.

The assumed discount rates were determined by considering the average of pension yield curves constructed of a population of high-quality bonds with a Moody's or Standard and Poor's rating of "AA" or better whose cash flow from coupons and maturities match the year-by-year projected benefit payments from the plans. As benefit payments typically extend beyond the date of the longest maturing bond, cash flows beyond 30 years were discounted back to the 30th year and then matched like any other payment.

The assumed expected long-term rate of return on assets is the weighted-average rate of earnings expected on the funds invested or to be invested to provide for the pension obligations. The long-term rate of return on assets was determined taking into consideration our projected asset allocation and economic forecasts prepared with the assistance of our actuarial consultants.

The assumed discount rate and expected long-term rate of return on assets have a significant effect on amounts reported for our pension and postretirement plans. A quarter percentage point decrease in the discount rate and long-term rate of return used would have decreased fiscal 2019 earnings before income taxes by $0.5 million and $1.1 million, respectively.

The assumed average rate of compensation increase is the average annual compensation increase expected over the remaining employment periods for the participating employees. For our Qualified Plan, no future pay increases were included in our benefit obligation assumptions as, effective December 31, 2015, our plan participants no longer accrue benefits.

For measurement purposes, the weighted-average assumed health care cost trend rates for our postretirement health plans were as follows for each fiscal year:

	2019	2018	2017
Healthcare cost trend rate for next year:			
Participants under age 65	7.00%	7.25%	7.50%
Participants age 65 or older	6.50%	6.75%	7.00%
Rate to which the cost trend rate is assumed to decline:			
Participants under age 65	4.50%	4.50%	4.50%
Participants age 65 or older	4.50%	4.50%	4.50%
Year the rate reaches the ultimate trend rate:			
Participants under age 65	2030	2030	2030
Participants age 65 or older	2028	2028	2028

The assumed healthcare cost trend rate represents our estimate of the annual rates of change in the costs of the healthcare benefits currently provided by our postretirement plans. The healthcare cost trend rate implicitly considers estimates of healthcare inflation, changes in healthcare utilization and delivery patterns, technological advances and changes in the health status of the plan participants. The healthcare cost trend rate assumption has a significant effect on the amounts reported. For example, a 1.0% change in the assumed healthcare cost trend rate would have the following effect on the fiscal 2019 net periodic benefit cost and end of year PBO (*in thousands*):

	1% Point Increase	1% Point Decrease
Total interest and service cost	$ 106	$ (92)
Postretirement benefit obligation	$ 2,737	$ (2,365)

Plan assets — Our investment philosophy is to (1) protect the corpus of the fund; (2) establish investment objectives that will allow the market value to exceed the present value of the vested and unvested liabilities over time; while (3) obtaining adequate investment returns to protect benefits promised to the participants and their beneficiaries. Our asset allocation strategy utilizes multiple investment managers in order to maximize the plan's return while minimizing risk. We regularly monitor our asset allocation, and senior financial management and the Finance Committee of the Board of Directors review performance results quarterly. We continually review our target asset allocation for our Qualified Plan and when changes are made, we reallocate our plan assets over a period of time, as deemed appropriate by senior financial management, to achieve our target asset allocation. Our plan asset allocation at the end of fiscal 2019 and target allocations were as follows:

	2019	Target	Minimum	Maximum
Cash & cash equivalents	2%	—%	—%	—%
Domestic Equities	21%	23%	12%	32%
International equity	20%	22%	12%	32%
Core fixed funds	37%	32%	27%	37%
High yield	2%	4%	—%	8%
Alternative investments	9%	8%	—%	16%
Real estate	9%	7%	2%	12%
Real return bonds	—%	4%	—%	8%
	100%	100%		

The Company measures its defined benefit plan assets and obligations as of the month-end date closest to its fiscal year end, which is a practical expedient under FASB authoritative guidance. The fair values of the Qualified Plan's assets by asset category are as follows (*in thousands*):

		Total	Quoted Prices in Active Markets for Identical (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Items Measured at Fair Value at September 30, 2019:					
Asset Category:					
Cash and cash equivalents	(1)	$ 10,110	$ —	$ 10,110	$ —
Equity:					
U.S	(2)	99,124	99,124	—	—
International	(3),(4)	94,953	47,262	—	—
Fixed income:					
Investment grade	(5)	177,500	—	177,500	—
High yield	(6)	9,256	9,256	—	—
Alternatives	(4),(7)	42,052	—	—	—
Real estate	(4),(8)	43,199	—	—	—
		$ 476,194	$ 155,642	$ 187,610	$ —
Items Measured at Fair Value at September 30, 2018:					
Asset Category:					
Cash and cash equivalents	(1)	$ 2,901	$ —	$ 2,901	$ —
Equity:					
U.S	(2)	104,424	104,424	—	—
International	(3),(4)	100,340	49,857	—	—
Fixed income:					
Investment grade	(5)	160,106	—	160,106	—
High yield	(6)	14,384	14,384	—	—
Alternatives	(4),(7)	35,964	—	—	—
Real estate	(4),(8)	38,008	—	—	—
		$ 456,127	$ 168,665	$ 163,007	$ —

(1) Cash and cash equivalents are comprised of commercial paper, short-term bills and notes, and short-term investment funds, which are valued at quoted prices in active markets for similar securities.

(2) U.S. equity securities are comprised of investments in common stock of U.S. companies for total return purposes. These investments are valued by the trustee at closing prices from national exchanges on the valuation date.

(3) International equity securities are comprised of investments in common stock of companies located outside of the U.S for total return purposes. These investments are valued by the trustee at closing prices from national exchanges on the valuation date, or the values are adjusted as a result of market movements following the close of local trading using inputs to models that are observable either directly or indirectly. The portion of these investments that are measured at fair value using the net asset value per share practical expedient (see note 4 below) can be redeemed on a monthly basis.

(4) Certain investments that are measured at fair value using the net asset value per share (or its equivalent) practical expedient have not been categorized in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the statement of financial position.

(5) Investment grade fixed income consists of debt obligations either issued by the US government or have a rating of BBB- / Baa or higher assigned by a major credit rating agency. These investments are valued based on unadjusted quoted market prices (Level 1), or based on quoted prices in inactive markets, or whose values are based on models, but the inputs to those models are observable either directly or indirectly (Level 2).

(6) High yield fixed income consists primarily of debt obligations that have a rating of below BBB- / Baa or lower assigned by a major credit rating agency. These investments are valued based on unadjusted quoted market prices.

(7) Alternative investments consist primarily of an investment in asset classes other than stocks, bonds, and cash. Alternative investments can include commodities, hedge funds, private equity, managed futures, and derivatives. These investments are valued based on unadjusted quoted market prices and can be redeemed on a bi-monthly basis.

(8) Real estate is investments in a real estate collective trust for purposes of total return. These investments are valued based on prices or valuation techniques that require inputs that are both unobservable and significant to the overall fair value measurement. These investments can be redeemed on a quarterly basis.

Future cash flows — Our policy is to fund our plans at or above the minimum required by law. As of the date of our last actuarial funding valuation, there was no minimum requirement. We do not anticipate making any contributions to our Qualified Plan in fiscal 2020. Contributions expected to be paid in the next fiscal year, the projected benefit payments for each of the next five fiscal years, and the total aggregate amount for the subsequent five fiscal years are as follows (*in thousands*):

	Defined Benefit Pension Plans	Postretirement Health Plans
Estimated net contributions during fiscal 2020	$ 5,371	$ 1,401
Estimated future year benefit payments during fiscal years:		
2020	$ 123,471	$ 1,401
2021	$ 18,371	$ 1,431
2022	$ 18,681	$ 1,476
2023	$ 19,135	$ 1,574
2024	$ 19,690	$ 1,607
2025-2029	$ 109,169	$ 8,242

We will continue to evaluate contributions to our Qualified Plan based on changes in pension assets as a result of asset performance in the current market and economic environment. Expected benefit payments are based on the same assumptions used to measure our benefit obligations at September 29, 2019 and include estimated future employee service, if applicable.

13. SHARE-BASED EMPLOYEE COMPENSATION

Stock incentive plans — We offer share-based compensation plans to attract, retain, and motivate key officers, employees, and non-employee directors to work toward the financial success of the Company.

Our stock incentive plans are administered by the Compensation Committee of the Board of Directors and have been approved by the stockholders of the Company. The terms and conditions of our share-based awards are determined by the Compensation Committee for each award date and may include provisions for the exercise price, expirations, vesting, restriction on sales, and forfeitures, as applicable. We issue new shares to satisfy stock issuances under our stock incentive plans.

Our Amended and Restated 2004 Stock Incentive Plan authorizes the issuance of up to 11,600,000 common shares in connection with the granting of stock options, stock appreciation rights, restricted stock purchase rights, restricted stock bonuses, restricted stock units, or performance units to key employees, directors, and other designated employees. There were 1,677,983 shares of common stock available for future issuance under this plan as of September 29, 2019.

We also maintain a deferred compensation plan for non-management directors under which those who are eligible to receive fees or retainers may choose to defer receipt of their compensation. The deferred amounts are converted to stock equivalents. The plan requires settlement in shares of our common stock based on the number of stock equivalents and dividend equivalents at the time of a participant's separation from the Board of Directors. This plan provides for the issuance of up to 350,000 shares of common stock in connection with the crediting of stock equivalents. There were 143,122 shares of common stock available for future issuance under this plan as of September 29, 2019.

Compensation expense — The components of share-based compensation expense, included within "Selling, general, and administrative expenses" in our consolidated statement of earnings, in each fiscal year are as follows (*in thousands*):

	2019	2018	2017
Nonvested stock units	$ 5,458	$ 5,737	$ 5,873
Stock options	936	1,790	1,826
Performance share awards	1,417	1,236	2,580
Nonvested restricted stock awards	—	33	88
Non-management directors' deferred compensation	263	350	270
Total share-based compensation expense	$ 8,074	$ 9,146	$ 10,637

Nonvested restricted stock units — Nonvested restricted stock units ("RSUs") are generally issued to executives, non-management directors and certain other members of management and employees. Prior to fiscal 2011, RSUs were granted to certain Executive and Senior Vice Presidents pursuant to our share ownership guidelines. These awards vest upon retirement or termination based on years of service. There were 60,272 of such RSUs outstanding as of September 29, 2019.

Beginning fiscal 2011, we replaced the ownership share grants with time-vested RSUs for certain Vice Presidents and Officers that vest ratably over four to five years and have a 50% or 100% holding requirement on settled shares, which must be held until termination. There were 146,268 of such RSUs outstanding as of September 29, 2019. RSUs issued to non-management directors and certain other employees vest 12 months from the date of grant, or upon termination of board service if the director or employee elects to defer receipt, and totaled 69,411 units outstanding as of September 29, 2019. RSUs issued to certain other employees either cliff vest or vest ratably over three years and totaled 35,864 units outstanding as of September 29, 2019. These awards are amortized to compensation expense over the estimated vesting period based upon the fair value of our common stock on the award date discounted by the present value of the expected dividend stream over the vesting period.

The following is a summary of RSU activity for fiscal 2019:

	Shares	Weighted-Average Grant Date Fair Value
RSUs outstanding at September 30, 2018	288,098	$ 64.57
Granted	93,686	$ 86.08
Released	(55,642)	$ 84.23
Forfeited	(14,297)	$ 94.00
RSUs outstanding at September 29, 2019	311,845	$ 66.18

As of September 29, 2019, there was approximately $7.4 million of total unrecognized compensation cost related to RSUs, which is expected to be recognized over a weighted-average period of 2.2 years. The weighted-average grant date fair value of awards granted was $86.08, $94.93, and $102.42 in fiscal years 2019, 2018, and 2017, respectively. In fiscal years 2019, 2018, and 2017, the total fair value of RSUs that vested and were released was $4.7 million, $4.4 million, and $4.4 million, respectively.

Stock options — Option grants have contractual terms of seven years and employee options vest over a three-year period. Options may vest sooner upon retirement from the Company for employees meeting certain age and years of service thresholds. All option grants provide for an option exercise price equal to the closing market value of the common stock on the date of grant.

The following is a summary of stock option activity for fiscal 2019:

	Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value (in thousands)
Options outstanding at September 30, 2018	287,618	$ 87.61		
Granted	—	N/A		
Exercised	(20,074)	$ 61.28		
Forfeited	(303)	$ 90.06		
Expired	(683)	$ 104.95		
Options outstanding at September 29, 2019	266,558	$ 89.54	4.25	$ 1,334
Options exercisable at September 29, 2019	176,179	$ 87.56	3.80	$ 1,307
Options exercisable and expected to vest at September 29, 2019	266,558	$ 89.54	4.25	$ 1,334

The aggregate intrinsic value in the table above is the amount by which the current market price of our stock on September 29, 2019 exceeds the weighted-average exercise price.

We use a valuation model to determine the fair value of options granted that requires the input of highly subjective assumptions, including the expected volatility of the stock price. The following table presents the weighted-average assumptions used for stock option grants in each fiscal year, along with the related weighted-average grant date fair value:

	2019	2018	2017
Risk-free interest rate	N/A	2.4%	1.4%
Expected dividends yield	N/A	1.8%	1.5%
Expected stock price volatility	N/A	28.8%	29.0%
Expected life of options (in years)	N/A	3.40	3.50
Weighted-average grant date fair value	N/A	$18.49	$20.92

The risk-free interest rate was determined by a yield curve of risk-free rates based on published U.S. Treasury spot rates in effect at the time of grant and has a term equal to the expected life of the related options. The dividend yield assumption is based on the Company's history and expectations of dividend payouts at the grant date. The expected stock price volatility in all years represents the Company's historical volatility. The expected life of the options represents the period of time the options are expected to be outstanding and is based on historical trends.

As of September 29, 2019, there was approximately $0.6 million of total unrecognized compensation cost related to stock options grants that is expected to be recognized over a weighted-average period of 1 year. The total intrinsic value of stock options exercised was $0.5 million, $2.3 million, and $6.9 million in fiscal years 2019, 2018, and 2017, respectively.

Performance share awards — Performance share awards, granted in the form of stock units, represent a right to receive a certain number of shares of common stock based on the achievement of corporate performance goals and continued employment during the vesting period. Performance share awards issued to executives vest at the end of a three-year period and vested amounts may range from 0% to a maximum of 150% of targeted amounts depending on the achievement of performance measures at the end of a three-year period. If the awardee ceases to be employed by the Company prior to the last day of the performance period due to retirement, disability, or death, the performance share awards become vested pro-rata based on the number of full accounting periods the awardee was continuously employed by the Company. The expected cost of the shares is based on the fair value of our stock on the date of grant and is reflected over the vesting period with a reduction for estimated forfeitures. These awards may be settled in cash or shares of common stock at the election of the Company on the date of grant. It is our intent to settle these awards with shares of common stock.

The following is a summary of performance share award activity for fiscal 2019:

	Shares	Weighted-Average Grant Date Fair Value
Performance share awards outstanding at September 30, 2018	52,479	$ 83.21
Granted	45,113	$ 84.60
Issued	(18,695)	$ 83.56
Forfeited	(687)	$ 91.91
Performance adjustments	(2,720)	$ 97.51
Performance share awards outstanding at September 29, 2019	75,490	$ 83.40

As of September 29, 2019, there was approximately $2.0 million of total unrecognized compensation cost related to performance share awards, which is expected to be recognized over a weighted-average period of 1.8 years. The weighted-average grant date fair value of awards granted was $84.60, $97.02, and $95.33 in fiscal years 2019, 2018, and 2017, respectively. The total fair value of awards that became fully vested during fiscal years 2019, 2018, and 2017 was $2.1 million, $1.6 million, and $3.2 million, respectively.

Nonvested stock awards — We previously issued nonvested stock awards ("RSAs") to certain executives under our share ownership guidelines. Effective fiscal 2009, we no longer issue RSA awards and replaced them with grants of RSUs. The RSAs vest, subject to the discretion of our Board of Directors in certain circumstances, upon retirement or termination based upon years of service. These awards are amortized to compensation expense over the estimated vesting period based upon the fair value of our common stock on the award date. As of September 29, 2019, RSAs outstanding totaled 33,243 shares with a weighted-average grant date fair value of $26.47 per share.

In fiscal 2019, there were no releases of RSAs. Compensation cost related to RSAs was fully recognized during the prior year.

Non-management directors' deferred compensation — All awards outstanding under our directors' deferred compensation plan are accounted for as equity-based awards and deferred amounts are converted into stock equivalents based on a per share price equal to the average of the closing price of our common stock for the 10 trading days immediately preceding the date the deferred compensation is credited to the director's account. During fiscal years 2019, 2018, and 2017 no common stock was issued in connection with director retirements.

The following is a summary of the stock equivalent activity for fiscal 2019:

	Stock Equivalents	Weighted-Average Grant Date Fair Value
Stock equivalents outstanding at September 30, 2018	94,390	$ 36.35
Deferred directors' compensation	3,277	$ 79.95
Dividend equivalents	2,338	$ 82.87
Stock equivalents outstanding at September 29, 2019	100,005	$ 38.87

14. STOCKHOLDERS' DEFICIT

Repurchases of common stock — As of September 29, 2019, there was approximately $175.7 million remaining under a Board-authorized stock buyback program, which expires in November 2020. During fiscal 2019, we repurchased 1.4 million shares at an aggregate cost of $125.3 million. Repurchases of common stock included in our consolidated statements of cash flows for fiscal 2019 and 2018 exclude $2.0 million and $14.4 million, respectively, related to repurchase transactions traded in the respective fiscal year that settled in the next applicable fiscal year. Repurchases of common stock for fiscal 2017 includes $7.2 million related to repurchase transactions traded in the prior fiscal year that settled in fiscal year 2017.

Dividends — In fiscal 2019, the Board of Directors declared four cash dividends of $0.40 per share totaling $41.4 million. Future dividends are subject to approval by our Board of Directors.

15. AVERAGE SHARES OUTSTANDING

Our basic earnings per share calculation is computed based on the weighted-average number of common shares outstanding. Our diluted earnings per share calculation is computed based on the weighted-average number of common shares outstanding adjusted by the number of additional shares that would have been outstanding had the potentially dilutive common shares been issued. Potentially dilutive common shares include nonvested stock awards and units, stock options, and non-management director stock equivalents. Performance share awards are included in the average diluted shares outstanding each period if the performance criteria have been met at the end of the respective periods.

The following table reconciles basic weighted-average shares outstanding to diluted weighted-average shares outstanding in each fiscal year (*in thousands*):

	2019	2018	2017
Weighted-average shares outstanding — basic	25,823	28,499	30,630
Effect of potentially dilutive securities:			
Nonvested stock awards and units	211	240	182
Stock options	10	40	59
Performance share awards	24	28	43
Weighted-average shares outstanding — diluted	26,068	28,807	30,914
Excluded from diluted weighted-average shares outstanding:			
Antidilutive	186	150	76
Performance conditions not satisfied at the end of the period	65	44	53

16. COMMITMENTS, CONTINGENCIES AND LEGAL MATTERS

Commitments — As of September 29, 2019, we had unconditional purchase obligations during the next five fiscal years as follows (*in thousands*):

2020	$ 854,100
2021	465,600
2022	257,300
2023	155,300
2024	153,100
Total	$ 1,885,400

These obligations primarily represent amounts payable under purchase contracts for goods related to system-wide restaurant operations.

Legal matters — We assess contingencies, including litigation contingencies, to determine the degree of probability and range of possible loss for potential accrual in our financial statements. An estimated loss contingency is accrued in the financial statements if it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. Because litigation is inherently unpredictable, assessing contingencies is highly subjective and requires judgments about future events. When evaluating litigation contingencies, we may be unable to provide a meaningful estimate due to a number of factors, including the procedural status of the matter in question, the availability of appellate remedies, insurance coverage related to the claim or claims in question, the presence of complex or novel legal theories, and the ongoing discovery and development of information important to the matter. In addition, damage amounts claimed in litigation against us may be unsupported, exaggerated, or unrelated to possible outcomes, and as such are not meaningful indicators of our potential liability or financial exposure. We regularly review contingencies to determine the adequacy of the accruals and related disclosures. The ultimate amount of loss may differ from these estimates.

Gessele v. Jack in the Box Inc. — In August 2010, five former employees instituted litigation in federal court in Oregon alleging claims under the federal Fair Labor Standards Act and Oregon wage and hour laws. The plaintiffs alleged that the Company failed to pay non-exempt employees for certain meal breaks and improperly made payroll deductions for shoe purchases and for workers' compensation expenses, and later added additional claims relating to timing of final pay and related wage and hour claims involving employees of a franchisee. In 2016, the court dismissed the federal claims and those relating to franchise employees. In June 2017, the court granted class certification with respect to state law claims of improper deductions and late payment of final wages. In February 2019, plaintiff's counsel reduced their earlier demand from $62.0 million to $42.0 million. We have accrued an amount that is not material to our consolidated financial statements relating to claims for which we believe a loss is both probable and estimable. We continue to believe that no additional losses are probable beyond this accrual and we cannot estimate a possible loss contingency or range of reasonably possible loss contingencies beyond this accrual. We plan to vigorously defend against this lawsuit. Nonetheless, an unfavorable resolution of this matter in excess of our current accrued loss contingencies could have a material adverse effect on our business, results of operations, liquidity, or financial condition.

Ramirez v. Jack in the Box Inc. — On June 11, 2019, an unfavorable jury verdict was delivered in a wrongful termination lawsuit against the Company in Los Angeles Superior Court. The plaintiff in the case was a restaurant employee who was terminated in 2013. The jury's verdict included $5.4 million in compensatory damages and $10.0 million in punitive damages. The Company filed post-trial motions with the trial judge for the purpose of setting aside or significantly reducing damages. These motions were granted, resulting in a reduction of damages from $15.4 million to $3.2 million. The plaintiff accepted the reduction. In October 2019, the plaintiff's counsel filed a motion for attorney's fees in the amount of $5.1 million. We intend to file an opposition to the motion in December 2019, and the hearing on the motions is scheduled for January 2020. As of September 29, 2019, we have recorded an accrual for legal settlement of $8.3 million within "Accrued liabilities" and a litigation insurance recovery receivable of $8.3 million, which represents the expected payment of the settlement by the Company's insurance carriers, within "Accounts and other receivable, net" in our consolidated balance sheet.

Other legal matters — In addition to the matter described above, we are subject to normal and routine litigation brought by former or current employees, customers, franchisees, vendors, landlords, shareholders or others. We intend to defend ourselves in any such matters. Some of these matters may be covered, at least in part, by insurance or other third party indemnity obligation. We record receivables from third party insurers when recovery has been determined to be probable. We believe that the ultimate determination of liability in connection with legal claims pending against us, if any, in excess of amounts already provided for such matters in the consolidated financial statements, will not have a material adverse effect on our business, our annual results of operations, liquidity or financial position; however, it is possible that our business, results of operations, liquidity, or financial condition could be materially affected in a particular future reporting period by the unfavorable resolution of one or more matters or contingencies during such period.

17. SUPPLEMENTAL CONSOLIDATED CASH FLOW INFORMATION (*in thousands*)

	2019	2018	2017
Cash paid during the year for:			
Income tax payments	$ 14,906	$ 56,183	$ 92,678
Interest, net of amounts capitalized	$ 46,227	$ 43,692	$ 33,857
Non-cash investing and financing transactions:			
Increase in notes receivable from the sale of company-operated restaurants	$ —	$ 70,461	$ —
Increase in dividends accrued or converted to common stock equivalents	$ 247	$ 276	$ 308
Decrease in equipment capital lease obligations from the sale of company-operated restaurants, closure of stores, and termination of equipment leases	$ —	$ 3,617	$ 5,631
Decrease in capital lease obligations from the termination of building leases	$ 41	$ 271	$ 237
Equipment capital lease obligations incurred	$ 20	$ 98	$ 924
Consideration for franchise acquisitions	$ —	$ —	$ 13,809
(Decrease) increase in obligations for purchases of property and equipment	$ (2,117)	$ 822	$ 766
(Decrease) increase in obligations for treasury stock repurchases	$ (12,337)	$ 14,362	$ (7,208)

18. SUPPLEMENTAL CONSOLIDATED FINANCIAL STATEMENT INFORMATION (*in thousands*)

	September 29, 2019	September 30, 2018
Accounts and other receivables, net:		
Trade	$ 36,907	$ 35,877
Notes receivable	278	11,480
Income tax receivable	160	5,637
Other	10,855	6,123
Allowance for doubtful accounts	(2,965)	(1,695)
	$ 45,235	$ 57,422
Prepaid expenses:		
Prepaid income taxes	$ 579	$ 4,837
Prepaid advertising	1,838	4,318
Other	6,598	5,288
	$ 9,015	$ 14,443
Other assets, net:		
Company-owned life insurance policies	$ 112,753	$ 109,908
Deferred rent receivable	49,333	48,372
Franchise tenant improvement allowance	26,925	22,506
Other	17,674	18,480
	$ 206,685	$ 199,266
Accrued liabilities:		
Insurance	$ 27,888	$ 35,405
Payroll and related taxes	31,095	29,498
Sales and property taxes	4,268	4,555
Gift card liability	2,036	2,081
Percentage rent accrual	1,182	1,092
Deferred franchise fees	4,978	375
Other	48,636	33,916
	$ 120,083	$ 106,922
Other long-term liabilities:		
Defined benefit pension plans	$ 120,260	$ 69,012
Deferred franchise fees	41,295	—
Straight-line rent accrual	29,537	31,762
Other	72,678	92,675
	$ 263,770	$ 193,449

19. UNAUDITED QUARTERLY RESULTS OF OPERATIONS (*in thousands, except per share data*)

Fiscal Year 2019	16 Weeks Ended January 20, 2019	12 Weeks Ended April 14, 2019	12 Weeks Ended July 7, 2019	12 Weeks Ended September 29, 2019
Revenues	$ 290,786	$ 215,727	$ 222,359	$ 221,235
Earnings from operations	$ 58,324	$ 47,123	$ 48,261	$ 48,515
Net earnings	$ 34,098	$ 25,089	$ 13,189	$ 22,061
Net earnings per share:				
Basic	$ 1.32	$ 0.97	$ 0.51	$ 0.86
Diluted	$ 1.31	$ 0.96	$ 0.50	$ 0.85

Fiscal Year 2018	16 Weeks Ended January 21, 2018	12 Weeks Ended April 15, 2018	12 Weeks Ended July 8, 2018	12 Weeks Ended September 30, 2018
Revenues	$ 294,463	$ 209,772	$ 187,983	$ 177,472
Earnings from operations	$ 72,807	$ 46,820	$ 76,340	$ 35,647
Net earnings	$ 12,190	$ 47,605	$ 45,307	$ 16,269
Net earnings per share:				
Basic	$ 0.41	$ 1.64	$ 1.62	$ 0.61
Diluted	$ 0.41	$ 1.62	$ 1.60	$ 0.60

20. SUBSEQUENT EVENTS

On November 15, 2019, the Board of Directors declared a cash dividend of $0.40 per share, to be paid on December 20, 2019 to shareholders of record as of the close of business on December 5, 2019. Future dividends will be subject to approval by our Board of Directors.

On November 15, 2019, the Board of Directors authorized an additional $100.0 million stock buy-back program that expires on November 30, 2021.

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 Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677	**NEW YORK** New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8285
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Department State Capitol Department 414 600 East Boulevard Avenue, Fifth Floor 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, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

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 Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677	**NEW YORK** New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8285
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Department State Capitol Department 414 600 East Boulevard Avenue, Fifth Floor 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, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT D

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

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
1537	AZ	Anthem	39526 N Gavilan Peak Pkwy	85086	(623) 551-3380	Calzona Foods, Inc.	Joseph	Espinosa
1538	AZ	Apache Junction	2600 W Apache Trl	85120	(480) 671-1061	Rucker Restaurant Holdings, LLC	Maria	Galaviz
1139	AZ	Avondale	13088 W Rancho Santa Fe Blvd	85392	(623) 935-4141	Stine Enterprises #107, LLC	Adam	Stine
1564	AZ	Avondale	250 N Avondale Blvd	85323	(623) 932-2058	Stine Enterprises, Inc.	Stephen	Stine
1588	AZ	Avondale	10307 W McDowell Rd	85323	(623) 374-3477	Stine Enterprises, Inc.	Stephen	Stine
1547	AZ	Buckeye	1460 S Watson Rd	85326	(623) 691-6042	Stine Enterprises #107, LLC	Adam	Stine
1122	AZ	Bullhead City	2350 Miracle Mile Ste 100	86442	(928) 758-5828	River Fast Foods, Inc.	Adel	Farag
149	AZ	Casa Grande	1194 E Florence Blvd	85122	(520) 836-0304	Superior Fast Foods, Inc.	Adel	Farag
1595	AZ	Casa Grande	1586 N Pinal Ave	85122	(520) 340-4934	Farag Enterprises, LLC	Adel	Farag
1148	AZ	Cave Creek	29815 N Tatum Blvd	85331	(480) 473-8291	Stine Enterprises, Inc.	Stephen	Stine
138	AZ	Chandler	141 N Arizona Ave	85225	(480) 963-7187	Rucker Restaurant Holdings, LLC	Maria	Galaviz
1140	AZ	Chandler	4900 W Ray Rd	85226	(480) 775-4660	Rucker Restaurant Holdings, LLC	Maria	Galaviz
1142	AZ	Chandler	900 N Cooper Rd	85225	(480) 821-5027	AAD&J, Inc.	Adel	Farag
1144	AZ	Chandler	1790 W Chandler Blvd	85224	(480) 726-3758	Stine Enterprises #107, LLC	Adam	Stine
1195	AZ	Chandler	2090 N Arizona Ave	85225	(480) 821-5671	Rucker Restaurant Holdings, LLC	Maria	Galaviz
1518	AZ	Chandler	2070 N Dobson Rd	85224	(480) 792-0649	Stine Enterprises #107, LLC	Adam	Stine
1526	AZ	Chandler	955 E Riggs Rd	85249	(480) 802-7807	Rucker Restaurant Holdings, LLC	Maria	Galaviz
1548	AZ	Chandler	4250 S Arizona Ave	85248	(480) 895-1903	Stine Enterprises, Inc.	Stephen	Stine
1121	AZ	Cottonwood	1180 S Highway 260	86326	(928) 639-1261	Cottonwood Fast Foods, Inc.	Adam	Schmitz
141	AZ	Flagstaff	505 S Milton Rd	86001	(928) 774-1723	Northern Arizona Fast Foods, Inc.	Adam	Schmitz
1198	AZ	Flagstaff	3620 E Route 66	86004	(928) 526-8775	Northern Arizona Fast Foods, Inc.	Adam	Schmitz
1501	AZ	Gilbert	4361 E Baseline Rd	85234	(480) 558-0302	Superior Fast Foods, Inc.	Adel	Farag
1502	AZ	Gilbert	1585 E Warner Rd	85296	(480) 503-2533	Superior Fast Foods, Inc.	Adel	Farag
1549	AZ	Gilbert	4910 S Val Vista Dr	85296	(480) 782-1845	Stine Enterprises, Inc.	Stephen	Stine
1592	AZ	Gilbert	3270 S Higley Rd	85297	(480) 621-6962	Stine Enterprises, Inc.	Stephen	Stine
117	AZ	Glendale	5145 N 59th Ave	85301	(623) 931-6649	Stine Enterprises #107, LLC	Adam	Stine
125	AZ	Glendale	5447 W Glendale Ave	85301	(623) 931-9516	Stine Enterprises, Inc.	Stephen	Stine
1170	AZ	Glendale	9021 N 59th Ave	85302	(623) 937-0491	Stine Enterprises #107, LLC	Adam	Stine
1176	AZ	Glendale	5104 W Thunderbird Ave	85306	(602) 938-2074	Calzona Foods, Inc.	Joseph	Espinosa
1184	AZ	Glendale	4305 W Bethany Home Rd	85301	(623) 931-0026	Stine Enterprises #107, LLC	Adam	Stine
1500	AZ	Glendale	20209 N 59th Ave	85308	(623) 362-3564	Calzona Foods, Inc.	Joseph	Espinosa
1160	AZ	Globe	1390 E Ash St	85501	(928) 425-5522	Rucker Restaurant Holdings, LLC	Maria	Galaviz
1503	AZ	Gold Canyon	6478 E Us Highway 60	85118	(480) 288-5430	Rucker Restaurant Holdings, LLC	Maria	Galaviz

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
1536	AZ	Goodyear	520 N Estrella Pkwy	85338	(623) 925-5521	Stine Enterprises #107, LLC	Adam	Stine
1578	AZ	Goodyear	16900 W Yuma Rd	85338	(623) 925-8263	Stine Enterprises #107, LLC	Adam	Stine
1129	AZ	Kingman	3301 Andy Devine Ave	86401	(928) 757-7374	B.L.K. Fast Foods, Inc.	Mark	Lay
1177	AZ	Lake Havasu City	30 S Lake Havasu Ave	86403	(928) 855-1145	Colo-Rio Fast Foods, Inc.	Mark	Lay
1541	AZ	Laveen	5115 W Southern Ave	85339	(602) 237-0502	Stine Enterprises #107, LLC	Adam	Stine
1589	AZ	Litchfield Park	13860 W Camelback Rd	85340	(623) 594-4273	Stine Enterprises #107, LLC	Adam	Stine
1544	AZ	Maricopa	20975 N John Wayne Pkwy	85139	(520) 568-1943	Stine Enterprises #107, LLC	Adam	Stine
148	AZ	Mesa	1145 W University Dr	85201	(480) 833-1339	Calzona Foods, Inc.	Joseph	Espinosa
1133	AZ	Mesa	1911 S Power Rd	85206	(480) 654-0232	AAD&J, Inc.	Adel	Farag
1146	AZ	Mesa	2719 N Power Rd	85215	(480) 325-9746	Superior Fast Foods, Inc.	Adel	Farag
1156	AZ	Mesa	5961 E Main St	85205	(480) 832-3481	CMAZ, LLC	Adel	Farag
1165	AZ	Mesa	1860 W Southern Ave	85202	(480) 964-9548	FARAG AND HARIA, LLC	Adel	Farag
1171	AZ	Mesa	440 E Southern Ave	85204	(480) 962-1938	CMAZ, LLC	Adel	Farag
1178	AZ	Mesa	2846 E Main St	85213	(480) 832-9581	CMAZ, LLC	Adel	Farag
1179	AZ	Mesa	1232 W Baseline Rd	85202	(480) 838-0677	Rucker Restaurant Holdings, LLC	Maria	Galaviz
1186	AZ	Mesa	2120 E Baseline Rd	85204	(480) 497-2795	AAD&J, Inc.	Adel	Farag
1199	AZ	Mesa	1945 W Main St	85201	(480) 733-7997	Rucker Restaurant Holdings, LLC	Maria	Galaviz
1507	AZ	Mesa	1105 S Val Vista Dr	85204	(480) 324-1623	Dosti Enterprise L.L.C.	Adel	Farag
1508	AZ	Mesa	525 N Stapley Dr	85203	(480) 610-5302	AAD&J, Inc.	Adel	Farag
1516	AZ	Mesa	427 W Mckellips Rd	85201	(480) 890-7200	Superior Fast Foods, Inc.	Adel	Farag
1519	AZ	Mesa	1403 S Crismon Rd	85209	(480) 357-3731	Rucker Restaurant Holdings, LLC	Maria	Galaviz
1555	AZ	Mesa	5207 S Power Rd	85212	(480) 279-2536	Stine Enterprises, Inc.	Stephen	Stine
1593	AZ	Mesa	9147 E Broadway Rd	85208	(480) 398-7171	Rucker Restaurant Holdings, LLC	Maria	Galaviz
1175	AZ	Nogales	208 N Grand Ave	85621	(520) 287-5266	I Chief, LLC	Mustahil	Shah
1539	AZ	Nogales	383 W Mariposa Rd	85621	(520) 377-2974	I Chief, LLC	Mustahil	Shah
1149	AZ	Page	931 Highway 89	86040	(928) 645-2711	Gateway Fast Foods, Inc.	Adam	Schmitz
1597	AZ	Parker	205 Riverside Dr	85344	(928) 575-1575	Parker Fast Foods LLC	Mark	Lay
1136	AZ	Payson	301 E State Highway 260	85541	(928) 472-8060	Payson Fast Foods, Inc.	Adam	Schmitz
1103	AZ	Peoria	7425 W Cactus Rd	85381	(623) 878-0002	Stine Enterprises #107, LLC	Adam	Stine
1145	AZ	Peoria	9066 W Olive Ave	85345	(623) 486-3938	Stine Enterprises #107, LLC	Adam	Stine
1513	AZ	Peoria	8236 W Deer Valley Rd	85382	(623) 566-7988	Stine Enterprises, Inc.	Stephen	Stine
1572	AZ	Peoria	9841 W Happy Valley Rd	85383	(623) 561-1610	Stine Enterprises, Inc.	Stephen	Stine
101	AZ	Phoenix	1833 W Van Buren St	85007	(602) 254-9324	Stine Enterprises #107, LLC	Adam	Stine

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
102	AZ	Phoenix	1302 E Mcdowell Rd	85506	(602) 254-1756	Stine Enterprises #107, LLC	Adam	Stine
103	AZ	Phoenix	2202 E Indian School Rd	85016	(602) 954-9130	AAD&J, Inc.	Adel	Farag
105	AZ	Phoenix	3545 E Thomas Rd	85018	(602) 956-3020	Superior Fast Foods, Inc.	Adel	Farag
106	AZ	Phoenix	1601 E Van Buren St	85006	(602) 252-1533	Rucker Restaurant Holdings, LLC	Maria	Galaviz
108	AZ	Phoenix	3455 W Mcdowell Rd	85009	(602) 278-0529	Stine Enterprises #107, LLC	Adam	Stine
112	AZ	Phoenix	132 W Mcdowell Rd	85003	(602) 253-8666	Stine Enterprises #107, LLC	Adam	Stine
116	AZ	Phoenix	4119 N 7th St	85014	(602) 274-3914	Superior Fast Foods, Inc.	Adel	Farag
123	AZ	Phoenix	8951 N 19th Ave	85021	(602) 944-0710	Stine Enterprises, Inc.	Stephen	Stine
127	AZ	Phoenix	3215 N Central Ave	85012	(602) 265-2995	Superior Fast Foods, Inc.	Adel	Farag
129	AZ	Phoenix	4313 W Thomas Rd	85031	(602) 278-3971	Stine Enterprises, Inc.	Stephen	Stine
142	AZ	Phoenix	1935 W Thunderbird Rd	85023	(602) 993-8810	Calzona Foods, Inc.	Joseph	Espinosa
143	AZ	Phoenix	12223 N 32nd St	85032	(602) 992-1030	Stine Enterprises, Inc.	Stephen	Stine
144	AZ	Phoenix	3512 W Thunderbird Rd	85053	(602) 938-8340	Rucker Restaurant Holdings, LLC	Maria	Galaviz
145	AZ	Phoenix	1802 W Bell Rd	85023	(602) 866-9048	Stine Enterprises #107, LLC	Adam	Stine
1100	AZ	Phoenix	10621 N 43rd Ave	85029	(602) 439-4843	Stine Enterprises, Inc.	Stephen	Stine
1102	AZ	Phoenix	2520 W Glendale Ave	85051	(602) 995-3677	Stine Enterprises, Inc.	Stephen	Stine
1105	AZ	Phoenix	4741 E Mcdowell Rd	85008	(602) 275-0303	Stine Enterprises, Inc.	Stephen	Stine
1110	AZ	Phoenix	2440 W Thomas Rd	85015	(602) 256-7223	Stine Enterprises, Inc.	Stephen	Stine
1114	AZ	Phoenix	1902 W Buckeye Rd	85009	(602) 253-8142	Stine Enterprises #107, LLC	Adam	Stine
1116	AZ	Phoenix	1001 N 24th St	85008	(602) 244-8860	Rucker Restaurant Holdings, LLC	Maria	Galaviz
1130	AZ	Phoenix	4950 E Ray Rd	85044	(480) 496-9168	Stine Enterprises #107, LLC	Adam	Stine
1141	AZ	Phoenix	19818 N 27th Ave	85027	(623) 780-3669	Stine Enterprises #107, LLC	Adam	Stine
1147	AZ	Phoenix	4020 E Bell Rd	85032	(602) 953-5495	Stine Enterprises, Inc.	Stephen	Stine
1153	AZ	Phoenix	17017 N Cave Creek Rd	85032	(602) 971-9496	Stine Enterprises #107, LLC	Adam	Stine
1154	AZ	Phoenix	7510 W Indian School Rd	85033	(623) 849-3022	Stine Enterprises #107, LLC	Adam	Stine
1172	AZ	Phoenix	6001 W Thomas Rd	85033	(623) 247-1746	Stine Enterprises #107, LLC	Adam	Stine
1180	AZ	Phoenix	5814 S Central Ave	85040	(602) 276-2183	Stine Enterprises #107, LLC	Adam	Stine
1181	AZ	Phoenix	2701 W Camelback Rd	85017	(602) 249-0170	Stine Enterprises #107, LLC	Adam	Stine
1182	AZ	Phoenix	7850 N 35th Ave	85051	(602) 841-1350	Rucker Restaurant Holdings, LLC	Maria	Galaviz
1183	AZ	Phoenix	4749 E Southern Ave	85042	(602) 438-0578	Rucker Restaurant Holdings, LLC	Maria	Galaviz
1190	AZ	Phoenix	4151 W Bell Rd	85053	(602) 843-5716	Calzona Foods, Inc.	Joseph	Espinosa
1192	AZ	Phoenix	3150 E Washington St	85034	(602) 275-5083	Stine Enterprises #107, LLC	Adam	Stine
1193	AZ	Phoenix	6351 N 7th St	85014	(602) 241-1433	Calzona Foods, Inc.	Joseph	Espinosa

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
1514	AZ	Phoenix	9920 W Indian School Rd	85037	(623) 772-1600	Stine Enterprises, Inc.	Stephen	Stine
1517	AZ	Phoenix	8225 W Camelback Rd	85033	(623) 849-0630	Stine Enterprises #107, LLC	Adam	Stine
1520	AZ	Phoenix	3502 W Buckeye Rd	85009	(602) 353-1660	Stine Enterprises #107, LLC	Adam	Stine
1522	AZ	Phoenix	9050 W Thomas Rd	85037	(623) 872-1375	Stine Enterprises, Inc.	Stephen	Stine
1524	AZ	Phoenix	620 E Buckeye Rd	85004	(602) 258-6305	Stine Enterprises #107, LLC	Adam	Stine
1525	AZ	Phoenix	2141 W Deer Valley Rd	85027	(623) 582-0894	Stine Enterprises, Inc.	Stephen	Stine
1529	AZ	Phoenix	1921 W Broadway Rd	85041	(602) 305-9019	Stine Enterprises #107, LLC	Adam	Stine
1533	AZ	Phoenix	2330 E Baseline Rd	85042	(602) 243-5585	Stine Enterprises, Inc.	Stephen	Stine
1535	AZ	Phoenix	2711 S 40th St	85034	(602) 437-0706	Rucker Restaurant Holdings, LLC	Maria	Galaviz
1552	AZ	Phoenix	6120 S 35th Ave	85041	(602) 276-3653	Stine Enterprises, Inc.	Stephen	Stine
1553	AZ	Phoenix	2420 E Beardsley Rd	85050	(602) 485-4030	Stine Enterprises, Inc.	Stephen	Stine
1560	AZ	Phoenix	2113 W Happy Valley Rd	85085	(623) 869-5006	Stine Enterprises, Inc.	Stephen	Stine
1576	AZ	Phoenix	2645 W Carefree Hwy	85085	(623) 587-9515	Stine Enterprises #107, LLC	Adam	Stine
1587	AZ	Phoenix	1075 N 67th Ave	85043	(623) 907-9612	Stine Enterprises, Inc.	Stephen	Stine
1590	AZ	Phoenix	1125 N. 51st Ave.	85043	(602) 442-2155	Stine Enterprises #107, LLC	Adam	Stine
1591	AZ	Phoenix	18441 N 7th St	85024	(602) 296-5152	Stine Enterprises #107, LLC	Adam	Stine
1599	AZ	Phoenix	2800 W Dunlap Ave	85051	(602) 675-0617	Stine Enterprises, Inc.	Stephen	Stine
1540	AZ	Prescott	3182 Willow Creek Rd	86301	(928) 771-0182	Prescott Fast Foods, Inc.	Adam	Schmitz
1512	AZ	Prescott Valley	7622 E State Route 69	86314	(928) 759-7227	Prescott Fast Foods, Inc.	Adam	Schmitz
1542	AZ	Queen Creek	534 E Hunt Hwy	85143	(480) 458-5225	Rucker Restaurant Holdings, LLC	Maria	Galaviz
1574	AZ	Queen Creek	21292 E Ocotillo Rd	85142	(480) 655-6027	Rucker Restaurant Holdings, LLC	Maria	Galaviz
100	AZ	San Tan Valley	37723 N Gantzel Rd	85140	(408) 902-4463	Rucker Restaurant Holdings, LLC	Maria	Galaviz
115	AZ	Scottsdale	7412 E Mcdowell Rd	85257	(480) 946-8941	Stine Enterprises, Inc.	Stephen	Stine
147	AZ	Scottsdale	7116 E Shea Blvd	85254	(480) 991-0820	Stine Enterprises, Inc.	Stephen	Stine
1143	AZ	Scottsdale	14842 Frank Lloyd Wright Blvd	85260	(480) 614-2665	Calzona Foods, Inc.	Joseph	Espinosa
1189	AZ	Scottsdale	13610 N Scottsdale Rd Ste 31	85254	(480) 443-8005	Calzona Foods, Inc.	Joseph	Espinosa
1580	AZ	Scottsdale	20385 N Hayden Rd	85255	(480) 419-4329	Stine Enterprises #107, LLC	Adam	Stine
1125	AZ	Show Low	4435 S White Mountain Rd	85901	(928) 537-0696	Northern Arizona Fast Foods, Inc.	Adam	Schmitz
1152	AZ	Sierra Vista	750 E Fry Blvd	85635	(520) 458-2666	I Chief, LLC	Mustahil	Shah
1554	AZ	Sierra Vista	2039 El Mercado Loop	85635	(520) 417-0990	I Chief, LLC	Mustahil	Shah
1566	AZ	Sun City	9906 W Thunderbird Blvd	85351	(623) 974-3120	Stine Enterprises #107, LLC	Adam	Stine
1510	AZ	Surprise	13738 W Bell Rd	85374	(623) 544-1531	Stine Enterprises #107, LLC	Adam	Stine
1563	AZ	Surprise	16760 W Bell Rd	85374	(623) 975-5294	Stine Enterprises #107, LLC	Adam	Stine

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
1579	AZ	Surprise	15333 W Waddell Rd	85379	(623) 546-3912	Stine Enterprises #107, LLC	Adam	Stine
118	AZ	Tempe	721 S Mill Ave	85281	(480) 967-8570	Superior Fast Foods, Inc.	Adel	Farag
131	AZ	Tempe	942 E Broadway Rd	85282	(480) 966-9080	Rucker Restaurant Holdings, LLC	Maria	Galaviz
1112	AZ	Tempe	901 E Curry Rd	85281	(480) 966-8367	Calzona Foods, Inc.	Joseph	Espinosa
1120	AZ	Tempe	850 E Guadalupe Rd	85283	(480) 730-9888	Stine Enterprises #107, LLC	Adam	Stine
1158	AZ	Tempe	3102 S Mill Ave	85282	(480) 894-1077	Calzona Foods, Inc.	Joseph	Espinosa
1197	AZ	Tempe	2145 E University Dr	85281	(480) 894-8419	CMAZ, LLC	Adel	Farag
1594	AZ	Tempe	1350 W Broadway Rd	85281	(480) 247-9933	Stine Enterprises #107, LLC	Adam	Stine
1108	AZ	Tolleson	8302 W Lynwood St	85353	(623) 936-6259	Stine Enterprises #107, LLC	Adam	Stine
1561	AZ	Tolleson	9840 W Lower Buckeye Rd	85353	(623) 936-1801	Stine Enterprises, Inc.	Stephen	Stine
132	AZ	Tucson	934 E Speedway Blvd	85719	(520) 792-3054	I Chief, LLC	Mustahil	Shah
133	AZ	Tucson	4455 E Broadway Blvd	85711	(520) 326-8108	I Chief, LLC	Mustahil	Shah
139	AZ	Tucson	1302 S Kolb Ave	85710	(520) 747-1182	I Chief, LLC	Mustahil	Shah
1106	AZ	Tucson	7910 E Speedway Blvd	85710	(520) 298-3002	I Chief, LLC	Mustahil	Shah
1111	AZ	Tucson	4450 1st Ave	85719	(520) 888-8846	I Chief, LLC	Mustahil	Shah
1127	AZ	Tucson	305 W Grant Rd	85705	(520) 629-0401	I Chief, LLC	Mustahil	Shah
1155	AZ	Tucson	3121 N Campbell Ave	85719	(520) 325-3941	I Chief, LLC	Mustahil	Shah
1157	AZ	Tucson	550 W Valencia Rd	85706	(520) 889-4422	I Chief, LLC	Mustahil	Shah
1166	AZ	Tucson	1195 S Craycroft Rd	85711	(520) 790-3156	I Chief, LLC	Mustahil	Shah
1167	AZ	Tucson	4949 N Oracle Rd	85704	(520) 887-8770	I Chief, LLC	Mustahil	Shah
1168	AZ	Tucson	3397 S 6th Ave	85713	(520) 622-3235	I Chief, LLC	Mustahil	Shah
1173	AZ	Tucson	3326 E Grant Rd	85716	(520) 326-8711	I Chief, LLC	Mustahil	Shah
1174	AZ	Tucson	1202 W St Marys Rd	85745	(520) 623-4957	I Chief, LLC	Mustahil	Shah
1505	AZ	Tucson	5000 E Valencia Rd	85756	(520) 664-2246	I Chief, LLC	Mustahil	Shah
1551	AZ	Tucson	2985 W Valencia Rd	85746	(520) 883-7484	I Chief, LLC	Mustahil	Shah
1557	AZ	Tucson	6380 E Golf Links Rd	85730	(520) 790-3003	I Chief, LLC	Mustahil	Shah
1571	AZ	Tucson	9530 E 22nd St	85748	(520) 751-1881	I Chief, LLC	Mustahil	Shah
1653	AZ	Tucson	3749 S Mission Rd	85713	(520) 209-1880	I Chief, LLC	Mustahil	Shah
1569	AZ	Wellton	28882 Commerce Way	85356	(928) 785-9218	Stine Enterprises #107, LLC	Adam	Stine
1546	AZ	Youngtown	11101 Nw Grand Ave	85363	(623) 523-0211	Stine Enterprises #107, LLC	Adam	Stine
1137	AZ	Yuma	2325 32nd St	85364	(928) 726-3641	Stine Enterprises #107, LLC	Adam	Stine
1161	AZ	Yuma	151 W 16th St	85364	(928) 783-5780	Stine Enterprises #107, LLC	Adam	Stine
1164	AZ	Yuma	3023 S 4th Ave	85364	(928) 344-4320	Stine Enterprises #107, LLC	Adam	Stine

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
1532	AZ	Yuma	6440 E 32nd St	85364	(928) 344-6697	Stine Enterprises #107, LLC	Adam	Stine
1562	AZ	Yuma	1244 S Castle Dome Ave	85365	(928) 329-0745	Stine Enterprises #107, LLC	Adam	Stine
1585	AZ	Yuma	3951 S Avenue 3 E	85365	(928) 726-0981	Stine Enterprises #107, LLC	Adam	Stine
3304	CA	Acton	3830 W Sierra Hwy	93510	(661) 269-2635	JIB Holdings I, LLC	Terry	Shindle
181	CA	Agoura	5033 N Kanan Rd	91301	(818) 889-1653	Herrick Foods, LLC	Mike	Herrick
432	CA	Alameda	1257 Park St	94501	(510) 522-8865	Gul Food Management, Inc.	Mazhar	Bhatti
437	CA	Alameda	1826 Webster St	94501	(510) 523-6396	Gul Food Management, Inc.	Mazhar	Bhatti
3346	CA	Alhambra	2531 W Valley Blvd	91803	(626) 299-1976	JYM Enterprises, Inc.	John	Maki
364	CA	Altadena	2305 N Lake Ave	91001	(626) 791-5402	Bromley Foods, Inc.	Terence	Jones
4334	CA	American Canyon	107 W American Canyon Rd	94503	(707) 644-1543	Golden State Jacks, Inc.	Beryl	Haroan
223	CA	Anaheim	2793 W Ball Rd	92804	(714) 220-9175	Shan Fast Food Inc.	Nasim	Siddiqui
231	CA	Anaheim	100 S State College Blvd	92806	(714) 758-9325	Graffius Food Services, Inc.	Karen	Graffius
264	CA	Anaheim	10642 W Katella Ave	92804	(714) 778-3054	Graffius Enterprises, Inc.	Mark	Graffius
3165	CA	Anaheim	2210 S Harbor Blvd	92802	(714) 740-1131	Graffius Enterprises, Inc.	Mark	Graffius
3243	CA	Anaheim	999 S Brookhurst St	92804	(714) 778-1232	Central Group South, LLC	Cedric	Fong
3258	CA	Anaheim	290 W Lincoln Ave	92805	(714) 533-0136	Graffius Food Services, Inc.	Karen	Graffius
3274	CA	Anaheim	1155 N Euclid Ave	92801	(714) 772-3740	TBS Foods, Inc.	Behzad	Nematzadeh
3510	CA	Anaheim	1101 N Magnolia Ave	92801	(714) 484-4773	KIPER ENTERPRISES, INC.	Gino	Perucci
4368	CA	Anderson	2010 Arby Way	96007	(530) 365-1765	Chico Foods, LLC	Asheet	Sharma
3404	CA	Antelope	7949 Watt Ave	95843	(916) 334-1641	CALJAX, INC.	Metri	Lutfi
3491	CA	Antioch	4801 Lone Tree Way	94531	(925) 753-0406	AKKAM, INC.	Anil	Yadav
4340	CA	Antioch	2705 Hillcrest Ave	94531	(925) 754-2650	AKKAM, INC.	Anil	Yadav
3232	CA	Apple Valley	21630 Bear Valley Rd	92308	(760) 240-1746	Envision Foods, LLC	Terry	Shindle
3326	CA	Apple Valley	20168 Us Highway 18	92307	(760) 946-2203	JIB Holdings I, LLC	Terry	Shindle
5400	CA	Apple Valley	15818 Apple Valley Rd	92307	(760) 946-1416	Envision Foods, LLC	Terry	Shindle
5413	CA	Apple Valley	18901 Bear Valley Rd	92308	(760) 247-6661	Envision Foods, LLC	Terry	Shindle
3516	CA	Arcadia	164 E Live Oak Ave	91006	(626) 254-9082	Square King Foods, Inc.	Sam	Fong
399	CA	Arroyo Grande	1208 Grand Ave	93420	(805) 489-3668	SBF Foods, LLC	Pankaj	Bhatia
3190	CA	Artesia	18299 Pioneer Blvd	90701	(562) 860-6657	Square King Foods, Inc.	Sam	Fong
5418	CA	Atascadero	9000 W Front St	93422	(805) 462-9200	SBF Foods, LLC	Pankaj	Bhatia
589	CA	Atwater	1898 Bellevue Rd	95301	(209) 358-5992	Fresno Foods, LLC	Behzad	Nematzadeh
471	CA	Auburn	13421 E Lincoln Way	95603	(530) 888-0750	Devika Restaurants Inc.	Dev	Sagar
535	CA	Auburn	2680 Grass Valley Hwy	95603	(530) 823-6220	Devika Restaurants Inc.	Dev	Sagar

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
3217	CA	Azusa	877 E Alosta Ave	91702	(626) 969-1153	M & B Restaurant Group	Gregory	Gribble
3579	CA	Azusa	126 N Azusa Ave	91702	(626) 334-7504	California Sunrise, Incorporated	Garren	Grieve
3394	CA	Baker	72358 Baker Blvd	92309	(760) 733-4814	JIB Holdings I, LLC	Terry	Shindle
174	CA	Bakersfield	5656 California Ave	93309	(661) 325-9067	EBS Foods, LLC	Eddie	Nieves
176	CA	Bakersfield	3350 Stine Ave	93309	(661) 397-6872	MFT Enterprises LP	Patrice	Roux
300	CA	Bakersfield	3002 Ming Ave	93304	(661) 832-5942	MFT Enterprises LP	Patrice	Roux
3162	CA	Bakersfield	5320 Olive Dr	93308	(661) 393-3391	EBS Foods, LLC	Eddie	Nieves
3199	CA	Bakersfield	1200 Oak St	93304	(661) 861-8337	MFT Enterprises LP	Patrice	Roux
3235	CA	Bakersfield	2220 Chester Ave	93301	(661) 324-9330	MFT Enterprises LP	Patrice	Roux
3236	CA	Bakersfield	416 Weedpatch Ln	93307	(661) 363-0801	MFT – Five Bakers, LP	Patrice	Roux
3261	CA	Bakersfield	2611 N Oswell St	93306	(661) 872-6520	MFT – Five Bakers, LP	Patrice	Roux
3271	CA	Bakersfield	4200 Chester Ave	93301	(661) 325-6323	MFT Enterprises LP	Patrice	Roux
3316	CA	Bakersfield	205 Trask St	93314	(661) 764-6104	EBS Foods, LLC	Eddie	Nieves
3327	CA	Bakersfield	2221 Panama Ln	93307	(661) 397-2076	MFT – Five Bakers, LP	Patrice	Roux
3368	CA	Bakersfield	8320 Rosedale Hwy	93312	(661) 587-7616	Delano Foods, LLC	Eddie	Nieves
3508	CA	Bakersfield	17081 Zachary Rd	93308	(661) 392-1224	EBS Foods, LLC	Eddie	Nieves
3535	CA	Bakersfield	19487 Highway 65	93308	(661) 399-9277	Delano Foods, LLC	Eddie	Nieves
3543	CA	Bakersfield	4750 Gosford Rd	93313	(661) 834-0190	EBS Foods, LLC	Eddie	Nieves
3549	CA	Bakersfield	2111 Taft Hwy	93313	(661) 837-0212	Delano Foods, LLC	Eddie	Nieves
3576	CA	Bakersfield	10 Union Ave	93307	(661) 861-0602	MFT – Five Bakers, LP	Patrice	Roux
4355	CA	Bakersfield	2641 Mt Vernon Ave	93306	(661) 872-9850	MFT Enterprises LP	Patrice	Roux
4384	CA	Bakersfield	11104 Olive Dr	93312	(661) 589-3264	Delano Foods, LLC	Eddie	Nieves
4385	CA	Bakersfield	6815 Stine Rd	93313	(661) 832-7506	MFT Enterprises LP	Patrice	Roux
4392	CA	Bakersfield	11102 Brimhall Rd	93312	(661) 589-5810	EBS Foods, LLC	Eddie	Nieves
4396	CA	Bakersfield	3300 Buena Vista Rd Bldg H	93311	(661) 664-5716	EBS Foods, LLC	Eddie	Nieves
4398	CA	Bakersfield	147 S Oswell St	93307	(661) 363-7921	MFT – Five Bakers, LP	Patrice	Roux
4407	CA	Bakersfield	2955 N Chester Ave	93308	(661) 387-9454	EBS Foods, LLC	Eddie	Nieves
5303	CA	Baldwin Park	14611 Dalewood St	91706	(626) 851-9875	California Sunrise, Incorporated	Garren	Grieve
3233	CA	Banning	6350 W Ramsey St	92220	(951) 845-2399	Desert Jack, LLC	Terry	Shindle
5359	CA	Banning	770 W Ramsey St	92220	(951) 849-0702	Desert Jack, LLC	Terry	Shindle
368	CA	Barstow	1370 E Main St	92311	(760) 256-3167	Envision Foods, LLC	Terry	Shindle
5405	CA	Beaumont	89 S Beaumont Ave	92223	(951) 769-2888	Highland Food Express, Inc.	Hai	Zaidul
242	CA	Bell	4525 Florence Ave	90201	(323) 771-9439	Dhillon Foods, Inc.	Priya	Dhillon

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
5448	CA	Bell Gardens	6801 Eastern Ave.	90201	(323) 773-1156	Sage Restaurants LLC	Wilfredo	Herrera
3192	CA	Bellflower	10205 E Rosecrans Ave	90706	(562) 866-1636	Kigar, LLC	Jaime	Garcia
3482	CA	Benicia	6001 Goodyear Rd	94510	(707) 751-0371	Napa Restaurants Inc.	Beryl	Haroan
431	CA	Berkeley	2197 San Pablo Ave	94702	(510) 841-3574	Sksingh, Inc.	Sarjeet	Singh
362	CA	Big Bear Lake	40771 Village Dr	92315	(909) 866-6436	Envision Foods, LLC	Terry	Shindle
170	CA	Bishop	575 S Main St	93514	(760) 872-1190	Envision Foods, LLC	Terry	Shindle
67	CA	Blythe	190 S Lovekin Blvd	92225	(760) 921-8453	Stine Enterprises #107, LLC	Adam	Stine
68	CA	Bonita	4011 Bonita Rd	91902	(619) 475-8201	N Farooqi Properties, LLC	Nasir	Farooqi
3009	CA	Bonsall	5256 S Mission Rd	92003	(760) 945-0472	Beshay Foods, Inc.	Dawood	Beshay
62	CA	Brawley	315 W Main St	92227	(760) 344-2940	Stine Enterprises #107, LLC	Adam	Stine
3063	CA	Brawley	1684 E Main St	92227	(760) 351-0330	Stine Enterprises #107, LLC	Adam	Stine
3251	CA	Brea	315 S Brea Blvd	92821	(714) 529-2361	Three Powers Foods, Inc.	Cedric	Fong
4349	CA	Brentwood	60 Technology Way	94513	(925) 516-9338	Ara Hospitality Services Inc.	Sushma	Gupta
4399	CA	Brentwood	3191 Balfour Rd	94513	(925) 240-7480	AKKAM, INC.	Anil	Yadav
5411	CA	Buellton	250 E Highway 246	93427	(805) 688-6886	SBF Foods, LLC	Pankaj	Bhatia
158	CA	Buena Park	6865 La Palma Ave	90620	(714) 994-0772	Square King Foods, Inc.	Sam	Fong
166	CA	Buena Park	5460 Beach Blvd	90621	(714) 522-5308	Jokar Enterprises, Inc.	Mark	Graffius
3207	CA	Buena Park	5990 Orangethorpe Ave	90620	(714) 670-8412	Square King Foods, Inc.	Sam	Fong
3191	CA	Calabasas	26510 Agoura Rd	91302	(818) 880-9253	Sood Enterprises, Inc.	Sudesh	Sood
3052	CA	Calexico	1071 Birch St	92231	(760) 768-8498	Stine Enterprises #107, LLC	Adam	Stine
3055	CA	Calexico	1791 Maggio Rd	92231	(760) 357-9815	Stine Enterprises #107, LLC	Adam	Stine
3057	CA	Calexico	832 W Birch St	92231	(760) 357-6508	Stine Enterprises #107, LLC	Adam	Stine
3550	CA	Calimesa	1199 7th St	92320	(909) 795-8112	SB Food Express, Inc.	Hai	Zaidul
3247	CA	Camarillo	4901 Verdugo Way	93012	(805) 987-5159	Caltex Foods, Inc.	Mike	Herrick
3259	CA	Camarillo	1650 Daily Dr	93010	(805) 484-9443	Caltex Foods, Inc.	Mike	Herrick
411	CA	Campbell	1737 S Bascom Ave	95008	(408) 377-7074	Sksingh, Inc.	Sarjeet	Singh
412	CA	Campbell	1450 W Campbell Ave	95008	(408) 378-0621	Sksingh, Inc.	Sarjeet	Singh
426	CA	Campbell	1301 Camden Ave	95008	(408) 371-9313	South Bay Jack, Inc.	Michael	Flores
496	CA	Campbell	510 W Hamilton Ave	95008	(408) 866-0131	Sksingh, Inc.	Sarjeet	Singh
310	CA	Canoga Park	20840 Roscoe Blvd	91306	(818) 998-4295	Newco Foods, Inc.	Sudesh	Sood
348	CA	Canoga Park	7264 Topanga Canyon Blvd	91303	(818) 347-8353	Sunrise Foods, LLC	Riju	Sood
3308	CA	Canoga Park	6800 De Soto Ave	91303	(818) 313-9459	Sunrise Foods, LLC	Riju	Sood
187	CA	Canyon Country	18955 W Soledad Cyn Rd	91351	(661) 252-4321	MEL-Z ENTERPRISE, INC.	Melvin	Thompson Sr

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
36	CA	Carlsbad	901 Carlsbad Village Dr	92008	(760) 434-7141	Beshay Foods, Inc.	Dawood	Beshay
3006	CA	Carlsbad	7050 Avenida Encinas	92009	(760) 438-1461	Ocean Restaurant Group, Inc.	Garren	Grieve
494	CA	Carmichael	5845 Marconi Ave	95608	(916) 487-6876	Brian W. Emry	Brian	Emry
180	CA	Carson	20423 Avalon Blvd	90746	(310) 515-1861	EBS Foods, LLC	Eddie	Nieves
273	CA	Carson	23813 Avalon Blvd	90745	(310) 830-2621	Dhillon Foods, Inc.	Priya	Dhillon
3255	CA	Carson	111 E 223rd St	90745	(310) 518-3025	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh
3525	CA	Carson	939 E Carson St	90745	(310) 522-5696	JVS Foods, Inc.	Victoria	Su
5310	CA	Carson	319 E Albertoni St	90746	(310) 217-0882	Jushen Restaurants, Inc.	Priya	Dhillon
5369	CA	Carson	22220 Wilmington Ave	90745	(310) 522-0725	TBS Foods, Inc.	Behzad	Nematzadeh
3208	CA	Castaic	31769 The Old Rd	91384	(661) 257-1889	MEL-Z ENTERPRISE, INC.	Melvin	Thompson Sr
5389	CA	Castaic	28090 N Hasley Canyon Rd	91384	(661) 775-9360	MEL-Z ENTERPRISE, INC.	Melvin	Thompson Sr
419	CA	Castro Valley	3035 Castro Valley Rd	94546	(510) 537-1540	Kahani Restaurants LLC	Romana	Macario
3279	CA	Cathedral City	34-311 Date Palm Dr	92234	(760) 770-4504	Envision Foods, LLC	Terry	Shindle
5397	CA	Cathedral City	68020 Vista Chino	92234	(760) 327-0580	Desert Jack, LLC	Terry	Shindle
446	CA	Chico	500 Broadway St	95928	(530) 893-5198	Chico Foods, LLC	Asheet	Sharma
549	CA	Chico	2542 Esplanade	95973	(530) 894-6910	Chico Foods, LLC	Asheet	Sharma
4350	CA	Chico	1955 20th St	95928	(530) 894-2559	Chico Foods, LLC	Asheet	Sharma
178	CA	Chino Hills	14864 Pipeline Ave	91709	(909) 597-8995	Jumbo Fun Foods	Kevin	Townsend
3246	CA	Chino Hills	13850 Peyton Dr	91709	(909) 465-1803	Highland Food Express, Inc.	Hai	Zaidul
3537	CA	Chino Hills	6570 Butterfield Ranch Rd	91709	(909) 606-8003	Las Malvinas, Inc.	Alex	Carcavallo
3399	CA	Chowchilla	18158 Avenue 24	93610	(559) 665-2091	Fresno Foods, LLC	Behzad	Nematzadeh
63	CA	Chula Vista	1408 3rd Ave	91911	(619) 420-3902	DMSD Foods, Inc.	Dawood	Beshay
86	CA	Chula Vista	5 N 4th Ave	91910	(619) 426-0533	N Farooqi Properties, LLC	Nasir	Farooqi
3070	CA	Chula Vista	947 Otay Lake Rd	91913	(619) 216-3070	DMSD Foods, Inc.	Dawood	Beshay
3072	CA	Chula Vista	925 Eastlake Parkway	91914	(619) 482-3072	DMSD Foods, Inc.	Dawood	Beshay
3078	CA	Chula Vista	2015 Birch Rd, Ste 2700	91915	(619) 421-3078	DMSD Foods, Inc.	Dawood	Beshay
489	CA	Citrus Heights	6131 Greenback Ln	95621	(916) 722-2600	Nor-Cal Venture Group, Inc.	Anil	Yadav
4323	CA	Citrus Heights	7807 Sunrise Blvd	95610	(916) 726-1028	Nor-Cal Venture Group, Inc.	Anil	Yadav
5361	CA	City Of Industry	13361 Crossroads Pkwy N	91746	(562) 695-5651	FEAST Foods, LLC	Bashir	Eramya
4314	CA	Clearlake	15945 Dam Rd	95422	(707) 994-4387	North Bay Jack, Inc.	Ali	Morovat
3567	CA	Clovis	1680 Herndon Ave	93611	(559) 323-5295	Fresno Foods, LLC	Behzad	Nematzadeh
5440	CA	Clovis	3120 Fowler Ave	93611	(559) 577-1358	Fresno Foods, LLC	Behzad	Nematzadeh
5344	CA	Coachella	52144 Cesar Chavez St	92236	(760) 398-9727	Desert Jack, LLC	Terry	Shindle

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
3293	CA	Colton	1191 S Mt Vernon Ave	92324	(909) 783-7748	SB Food Express, Inc.	Hai	Zaidul
3585	CA	Colton	1199 N Mt Vernon Ave	92324	(909) 783-8107	SB Food Express, Inc.	Hai	Zaidul
5370	CA	Colton	756 W Valley Blvd	92324	(909) 783-0640	OC Food Express, Inc.	Hai	Zaidul
3160	CA	Commerce	5555 E Washington Blvd	90040	(323) 722-2066	Ocean Restaurant Group, Inc.	Garren	Grieve
3254	CA	Commerce	7503 E Slauson Ave	90040	(323) 890-2945	Jushen Restaurants, Inc.	Priya	Dhillon
240	CA	Compton	701 E Rosecrans Ave	90221	(310) 608-1083	TBS Foods, Inc.	Behzad	Nematzadeh
253	CA	Compton	115 N Central Ave	90220	(310) 603-8728	TBS Foods, Inc.	Behzad	Nematzadeh
410	CA	Concord	1710 Monument Blvd	94520	(925) 671-7911	Aries Hospitality Services, Inc.	Sushma	Gupta
443	CA	Concord	4740 Clayton Rd	94521	(925) 682-1275	Aries Hospitality Services, Inc.	Sushma	Gupta
4400	CA	Concord	1051 Willow Pass Ct	94520	(925) 798-5066	AKKAM, INC.	Anil	Yadav
3489	CA	Corning	3098 Highway 99 W	96021	(530) 824-4390	Chico Foods, LLC	Asheet	Sharma
3200	CA	Corona	4715 Green River Rd	92880	(951) 272-0841	Jumbo Fun Foods	Kevin	Townsend
3276	CA	Corona	2296 Griffin Way	92879	(951) 272-3761	DMSD Foods, Inc.	Dawood	Beshay
3292	CA	Corona	1180 E Ontario Ave	92881	(951) 898-7907	DMSD Foods, Inc.	Dawood	Beshay
3557	CA	Corona	2711 Green River Rd	92882	(951) 272-2037	JDC Food Services, Inc.	Caryn	Ochoa
5340	CA	Corona	784 N Main St	92880	(951) 739-7780	JDC Food Services, Inc.	Caryn	Ochoa
5349	CA	Corona	1315 Magnolia Ave Ste 102	92879	(951) 278-9764	DMSD Foods, Inc.	Dawood	Beshay
3081	CA	Coronado	3238 Guadalcanal Rd Bldg #33	92118	(619) 437-7179	DMSD Foods, Inc.	Dawood	Beshay
243	CA	Costa Mesa	2235 Harbor Blvd	92627	(949) 548-7027	FEAST Foods, LLC	Bashir	Eramya
246	CA	Costa Mesa	1205 Baker St	92626	(714) 557-7007	GCP Enterprises, Inc.	Gino	Perucci
284	CA	Costa Mesa	385 E 17th St	92627	(949) 548-7047	Graffius Food Services, Inc.	Karen	Graffius
3240	CA	Costa Mesa	2930 Harbor Blvd	92626	(714) 662-3469	GCP Enterprises, Inc.	Gino	Perucci
3509	CA	Costa Mesa	2602 Newport Blvd	92627	(949) 631-0282	KIPER ENTERPRISES, INC.	Gino	Perucci
320	CA	Covina	1052 N Grand Ave	91724	(626) 332-1995	Highland Food Express, Inc.	Hai	Zaidul
3325	CA	Covina	912 N Azusa Ave	91722	(626) 331-8301	AMSU Financial, Inc.	Aslam	Malik
5424	CA	Covina	535 S Citrus Ave	91723	(626) 967-7622	M & B Restaurant Group	Gregory	Gribble
4327	CA	Crescent City	1233 6th St	95531	(707) 465-3763	Indmex Corporation	Shilpa	Gogri
234	CA	Culver City	5400 Sepulveda Blvd	90230	(310) 397-4931	EBS Foods, LLC	Eddie	Nieves
490	CA	Cupertino	1451 S De Anza Blvd	95014	(408) 515-4760	JIB Restaurant Group, Inc.	Shang Chun	Hsia
5428	CA	Cypress	4901 Lincoln Ave	90630	(714) 952-1632	FEAST Foods, LLC	Bashir	Eramya
161	CA	Dana Point	34297 Pacific Coast Hwy	92629	(949) 443-4054	S&S Coastal Foods, LLC	Sam	Abraham
467	CA	Davis	337 G St	95616	(530) 297-0400	Nor-Cal Venture Group, Inc.	Anil	Yadav
81	CA	Del Mar	2690 Del Mar Heights Rd	92014	(858) 755-2828	MZM Foods, Inc.	Zakaria	Samaan

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
3478	CA	Del Rey Oaks	435 Canyon Del Rey Blvd	93940	(831) 899-8615	Central Coast Restaurants Inc.	Michael	Flores
3328	CA	Delano	14398 County Line Rd	93215	(661) 721-1132	Delano Foods, LLC	Eddie	Nieves
5328	CA	Desert Hot Springs	22600 Palm Dr	92240	(760) 329-4991	Desert Jack, LLC	Terry	Shindle
3216	CA	Diamond Bar	1165 S Diamond Bar Blvd	91765	(909) 861-3562	Three Powers Foods, Inc.	Cedric	Fong
3245	CA	Diamond Bar	20965 Golden Springs Dr	91765	(909) 595-1414	JYM Enterprises, Inc.	John	Maki
3446	CA	Dinuba	2100 E El Monte Way	93618	(559) 591-3505	VTP Enterprises	Patrice	Roux
3454	CA	Dixon	150 Dorset Dr	95620	(707) 678-3045	Nor-Cal Venture Group, Inc.	Anil	Yadav
218	CA	Downey	7905 E Imperial Hwy	90242	(562) 862-1958	Square King Foods, Inc.	Sam	Fong
3154	CA	Downey	10037 Lakewood Blvd	90240	(562) 923-1934	Three Powers Foods, Inc.	Cedric	Fong
3186	CA	Downey	9501 Imperial Hwy	90242	(562) 803-7900	Kigar, LLC	Jaime	Garcia
3511	CA	Downey	8136 Telegraph Blvd	90240	(562) 776-6038	Jushen Restaurants, Inc.	Priya	Dhillon
5451	CA	Downey	9511 Firestone Blvd	90241	(562) 923-6690	Square King Foods, Inc.	Sam	Fong
462	CA	Dublin	7265 Village Pkwy	94568	(925) 828-2040	Gogris Corporation	Shilpa	Gogri
3465	CA	Dunnigan	3970 County Rd 89	95937	(530) 724-4022	Devika Restaurants Inc.	Dev	Sagar
326	CA	Eagle Rock	4470 Eagle Rock Blvd	90041	(323) 259-3154	Sood Enterprises, Inc.	Sudesh	Sood
3348	CA	Echo Park	1710 Glendale Blvd	90026	(323) 661-7225	Sunrise Foods, LLC	Riju	Sood
7	CA	El Cajon	393 W Main St	92020	(619) 447-2520	DMSD Foods, Inc.	Dawood	Beshay
32	CA	El Cajon	495 N 2nd St	92021	(619) 440-8286	DMSD Foods, Inc.	Dawood	Beshay
54	CA	El Cajon	2733 Navajo Rd	92020	(619) 697-3957	DMSD Foods, Inc.	Dawood	Beshay
78	CA	El Cajon	140 Broadway	92021	(619) 442-4747	DMSD Foods, Inc.	Dawood	Beshay
3003	CA	El Cajon	2461 Jamacha Rd	92019	(619) 444-1086	Charles J. Stauffer	Charles	Stauffer
3033	CA	El Cajon	14039 Highway 8 Business	92021	(619) 938-1940	DMSD Foods, Inc.	Dawood	Beshay
3050	CA	El Cajon	350 E Chase Ave	92020	(619) 401-9631	DMSD Foods, Inc.	Dawood	Beshay
3064	CA	El Cajon	1700 E Main St	92021	(619) 441-2564	DMSD Foods, Inc.	Dawood	Beshay
428	CA	El Cerrito	10409 San Pablo Ave	94530	(510) 525-6271	Gul Food Management, Inc.	Saeed	Khan
572	CA	El Cerrito	5920 Cutting Blvd	94530	(510) 236-9195	Gul Food Management, Inc.	Mazhar	Bhatti
3439	CA	El Dorado Hills	1023 Saratoga Way	95762	(916) 933-5764	Vanmel, Inc.	Anil	Yadav
3211	CA	El Monte	1933 Durfee Ave	91733	(626) 444-8029	JYM Enterprises, Inc.	John	Maki
3256	CA	El Monte	10699 Valley Blvd	91731	(626) 444-3629	JYM Enterprises, Inc.	Hisayo	Maki
5335	CA	El Monte	9220 Flair Dr	91731	(626) 571-5462	JYM Enterprises, Inc.	John	Maki
5346	CA	El Monte	11780 Ramona Blvd	91732	(626) 279-7549	JYM Enterprises, Inc.	John	Maki
418	CA	El Sobrante	4080 San Pablo Dam Rd	94803	(510) 223-3354	ARGO Hospitality Services, Inc.	Sushma	Gupta
387	CA	El Toro	23812 El Toro Rd	92630	(949) 581-2883	FEAST Foods, LLC	Bashir	Eramya

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
3436	CA	Elk Grove	9179 Elk Grove Florin Rd	95624	(916) 685-2520	Nor-Cal Venture Group, Inc.	Anil	Yadav
3438	CA	Elk Grove	4820 Laguna Blvd	95758	(916) 683-6545	Nor-Cal Venture Group, Inc.	Anil	Yadav
97	CA	Encinitas	1439 Encinitas Blvd	92024	(760) 943-1134	Ocean Restaurant Group, Inc.	Garren	Grieve
75	CA	Escondido	550 W Mission Ave	92025	(760) 745-7785	Restaurant Leadership Group, LLC	Dawood	Beshay
5373	CA	Etiwanda	12340 Highland Ave Ste B	91739	(909) 646-9512	AW Malik, Inc.	Aslam	Malik
4317	CA	Eureka	1620 Broadway	95501	(707) 476-0477	Indmex Corporation	Shilpa	Gogri
521	CA	Fair Oaks	8100 Greenback Ln	95628	(916) 723-5947	Brian W. Emry	Brian	Emry
451	CA	Fairfield	1980 N Texas St	94533	(707) 426-5039	Golden State Jacks, Inc.	Beryl	Haroan
568	CA	Fairfield	1965 W Texas St	94533	(707) 429-2772	Golden State Jacks, Inc.	Beryl	Haroan
3455	CA	Fairfield	107 Red Top Rd	94534	(707) 863-9781	Golden State Jacks, Inc.	Beryl	Haroan
66	CA	Fallbrook	1465 S Mission Rd	92028	(760) 723-8565	Beshay Foods, Inc.	Dawood	Beshay
5401	CA	Farmersville	1662 N Farmersville Blvd	93223	(559) 747-5000	VTP Enterprises	Patrice	Roux
3442	CA	Folsom	9550 Greenback Ln	95630	(916) 988-3927	Vanmel, Inc.	Anil	Yadav
3452	CA	Folsom	401 Blue Ravine Rd	95630	(916) 983-2107	Vanmel, Inc.	Anil	Yadav
3370	CA	Fontana	3910 Sierra Ave	92336	(909) 429-0170	North Star Food Services, Inc.	Gregory	Gribble
3554	CA	Fontana	13449 Baseline Ave	92336	(909) 463-6434	AW Malik, Inc.	Aslam	Malik
5385	CA	Fontana	15274 Summit Ave	92336	(909) 803-5849	AW Malik, Inc.	Aslam	Malik
3487	CA	Freedom	1700 Freedom Blvd	95019	(831) 724-8081	Central Coast Restaurants Inc.	Michael	Flores
402	CA	Fremont	36848 Fremont Blvd	94536	(510) 793-6011	Parivar, Inc.	Anil	Yadav
425	CA	Fremont	41115 Fremont Blvd	94538	(510) 656-9535	Parivar, Inc.	Anil	Yadav
529	CA	Fremont	46351 Mission Blvd	94539	(510) 657-9652	AKKAM, INC.	Anil	Yadav
598	CA	Fremont	34701 Ardenwood Blvd	94555	(510) 796-5972	Parivar, Inc.	Anil	Yadav
3461	CA	Fremont	43921 Osgood Rd	94539	(510) 353-9739	Parivar, Inc.	Anil	Yadav
4328	CA	Fremont	5533 Stevenson Blvd	94538	(510) 490-3299	Parivar, Inc.	Anil	Yadav
4366	CA	Fremont	40015 Mission Blvd	94539	(510) 771-9519	Gogris Corporation	Shilpa	Gogri
441	CA	Fresno	2124 N Blackstone Hwy	93703	(559) 224-6431	Fresno Foods, LLC	Behzad	Nematzadeh
507	CA	Fresno	3025 E Shaw Ave	93710	(559) 292-7754	Fresno Foods, LLC	Behzad	Nematzadeh
509	CA	Fresno	3110 E Tulare St	93702	(559) 237-2833	Fresno Foods, LLC	Behzad	Nematzadeh
526	CA	Fresno	2195 W Shaw Ave	93711	(559) 229-4247	Fresno Foods, LLC	Behzad	Nematzadeh
538	CA	Fresno	6720 N Blackstone Ave	93710	(559) 432-2826	Fresno Foods, LLC	Behzad	Nematzadeh
582	CA	Fresno	4968 E Kings Canyon Rd	93727	(559) 251-5070	Fresno Foods, LLC	Behzad	Nematzadeh
3294	CA	Fresno	3085 E Central Ave	93725	(559) 237-6189	Fresno Foods, LLC	Behzad	Nematzadeh
3295	CA	Fresno	8008 N Cedar Ave	93720	(559) 324-1822	Fresno Foods, LLC	Behzad	Nematzadeh

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
3398	CA	Fresno	1167 N Clovis Ave	93727	(559) 453-2871	Fresno Foods, LLC	Behzad	Nematzadeh
3530	CA	Fresno	3058 W Clinton Ave	93722	(559) 275-4237	Fresno Foods, LLC	Behzad	Nematzadeh
5379	CA	Fresno	6759 N Milburn Ave	93722	(559) 449-0424	Fresno Foods, LLC	Behzad	Nematzadeh
5435	CA	Fresno	1405 W. Olive Ave	93708	(559) 476-1902	Fresno Foods, LLC	Behzad	Nematzadeh
262	CA	Fullerton	2315 W Orangethorpe Ave	92833	(714) 992-1793	KIPER ENTERPRISES, INC.	Gino	Perucci
394	CA	Fullerton	1010 N Harbor Blvd	92832	(714) 526-0235	SB Food Express, Inc.	Hai	Zaidul
3244	CA	Fullerton	235 E Orangethorpe Ave	92832	(714) 578-0451	JVS Foods, Inc.	Victoria	Su
3277	CA	Fullerton	439 E Imperial Hwy	92835	(714) 871-1926	SB Food Express, Inc.	Hai	Zaidul
3337	CA	Fullerton	2001 N Euclid St	92835	(714) 447-8176	Graffius & Graffius, Inc.	Mark	Graffius
5395	CA	Fullerton	751 N Placentia Ave	92831	(714) 993-3814	Square King Foods, Inc.	Sam	Fong
4367	CA	Galt	10390 Twin Cities Rd	95632	(209) 744-0700	Nor-Cal Venture Group, Inc.	Anil	Yadav
173	CA	Garden Grove	13282 Harbor Blvd	92843	(714) 537-5133	Graffius Food Services, Inc.	Karen	Graffius
195	CA	Garden Grove	12107 Euclid St	92840	(714) 530-5285	Graffius Food Services, Inc.	Karen	Graffius
3242	CA	Garden Grove	8971 Garden Grove Blvd	92844	(714) 537-1783	KIPER ENTERPRISES, INC.	Gino	Perucci
3260	CA	Gardena	13510 Western Ave	90249	(310) 538-5561	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh
3283	CA	Gardena	1000 W Rosecrans Ave	90247	(310) 538-3149	Dhillon Foods, Inc.	Priya	Dhillon
3542	CA	Gardena	1099 W Artesia Blvd	90248	(310) 532-3528	LIHWA Group, Inc.	Erh-Mei	Su
478	CA	Gilroy	7895 Monterey Rd	95020	(408) 848-2395	Central Coast Restaurants Inc.	Michael	Flores
3458	CA	Gilroy	5900 Travel Park Cir	95020	(408) 846-4898	Central Coast Restaurants Inc.	Michael	Flores
4369	CA	Gilroy	7110 Camino Arroyo	95020	(408) 847-8131	Central Coast Restaurants Inc.	Michael	Flores
325	CA	Glendale	1131 Colorado St	91205	(818) 240-0450	Sood Enterprises, Inc.	Sudesh	Sood
342	CA	Glendale	1200 W Glenoaks Blvd	91201	(818) 956-0470	Sood Enterprises, Inc.	Sudesh	Sood
3170	CA	Glendale	805 N Pacific Ave	91203	(818) 247-0717	EBS Foods, LLC	Eddie	Nieves
159	CA	Goleta	6875 Hollister Ave	93117	(805) 685-8552	SBF Foods, LLC	Pankaj	Bhatia
333	CA	Granada Hills	17744 Chatsworth St	91344	(818) 363-9013	MEL-Z ENTERPRISE, INC.	Melvin	Thompson Sr
349	CA	Granada Hills	16945 San Fernando Mission	91344	(818) 363-9982	MEL-Z ENTERPRISE, INC.	Melvin	Thompson Sr
583	CA	Grass Valley	11801 E Main St	95945	(530) 272-3041	Nor-Cal Venture Group, Inc.	Anil	Yadav
324	CA	Hacienda Heights	1159 S Hacienda Blvd	91745	(626) 330-3608	PCH Venture Group East, Inc.	Lee	Su
563	CA	Hanford	1518 N 11th Ave	93230	(559) 582-6382	VTP Enterprises	Patrice	Roux
5343	CA	Hanford	1650 W Lacey Blvd	93230	(559) 584-7886	VTP Enterprises	Patrice	Roux
380	CA	Hawaiian Gardens	12150 Carson St	90716	(562) 496-0540	BB 2008 Inc.	Lee	Su
383	CA	Hawthorne	5016 El Segundo Blvd	90250	(310) 644-0027	Tri-P's Management Corporation	Cedric	Price
424	CA	Hayward	25198 Hesperian Blvd	94545	(510) 876-5475	Gogris Corporation	Shilpa	Gogri

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
447	CA	Hayward	24175 Mission Blvd	94544	(510) 274-5455	Gogris Corporation	Shilpa	Gogri
531	CA	Hayward	31005 Mission Blvd	94544	(510) 487-6838	Gogris Corporation	Shilpa	Gogri
3415	CA	Hayward	18555 Mission Blvd	94541	(510) 317-7727	AVACC Corp	Austin	Torres
3423	CA	Hayward	1490 Winton Ave	94545	(510) 264-1812	Kahani Restaurants LLC	Romana	Macario
168	CA	Hemet	1595 E Florida Ave	92544	(951) 929-2104	David L. Flohr & Steven J. Flohr, PTRS	Steven	Flohr
3239	CA	Hemet	3111 W Florida Ave	92545	(951) 766-8890	David L. Flohr & Steven J. Flohr, PTRS	Steven	Flohr
5393	CA	Hemet	43150 E Florida Ave	92544	(951) 927-2769	Restaurant Leadership Group, LLC	Dawood	Beshay
3471	CA	Hercules	3800 San Pablo Ave Bldg A	94547	(510) 964-0820	TJLM Food Services, Inc.	Lauren	Tom
257	CA	Hermosa Beach	1160 Aviation Blvd	90254	(310) 379-9173	Dhillon Foods, Inc.	Priya	Dhillon
182	CA	Hesperia	17378 Main St	92345	(760) 948-1353	Envision Foods, LLC	Terry	Shindle
3282	CA	Hesperia	13137 Main St	92345	(760) 244-6704	JIB Holdings I, LLC	Terry	Shindle
192	CA	Highland	3653 E Highland Ave	92346	(909) 864-0466	OC Food Express, Inc.	Hai	Zaidul
5460	CA	Highland	27734 Base Line St	92346	(909) 425-4635	Highland Food Express, Inc.	Hai	Zaidul
354	CA	Highland Park	6250 York Blvd	90042	(323) 254-9300	JYM Enterprises, Inc.	John	Maki
3448	CA	Hollister	391 Mccray St	95023	(831) 630-0507	Central Coast Restaurants Inc.	Michael	Flores
385	CA	Hollywood	1243 N Highland Ave	90038	(323) 461-7605	Sunrise Foods, LLC	Riju	Sood
191	CA	Huntington Beach	15001 Edwards St	92647	(714) 894-0078	Kigar, LLC	Jaime	Garcia
263	CA	Huntington Beach	16311 Beach Blvd	92647	(714) 841-4984	KIPER ENTERPRISES, INC.	Gino	Perucci
285	CA	Huntington Beach	17243 Pacific Coast Highway	92649	(562) 592-1465	OC Food Express, Inc.	Hai	Zaidul
289	CA	Huntington Beach	6042 Edinger Ave	92647	(714) 846-2235	Kigar, LLC	Jaime	Garcia
377	CA	Huntington Beach	18462 Beach Blvd	92648	(714) 841-2325	KIPER ENTERPRISES, INC.	Gino	Perucci
3385	CA	Huntington Beach	19090 Brookhurst St	92646	(714) 963-7772	Kigar, LLC	Jaime	Garcia
12	CA	Imperial Beach	890 Palm Ave	91932	(619) 424-6302	N Farooqi Restaurants LLC	Nasir	Farooqi
82	CA	Indio	82210 Us Highway 111	92201	(760) 347-2188	Envision Foods, LLC	Terry	Shindle
3561	CA	Indio	42250 Washington St	92201	(760) 772-2658	Desert Jack, LLC	Terry	Shindle
5452	CA	Indio	42550B Jackson St	92203	(760) 342-9201	Allied Restaurant Management, LLC	Terry	Shindle
232	CA	Inglewood	4737 Imperial Hwy	90304	(310) 673-5025	Dhillon Foods, Inc.	Priya	Dhillon
254	CA	Inglewood	1127 W Manchester Blvd	90301	(310) 337-1945	Dhillon Foods, Inc.	Priya	Dhillon
256	CA	Inglewood	4069 W Century Blvd	90304	(310) 419-8153	TBS Foods, Inc.	Behzad	Nematzadeh
3500	CA	Inglewood	11306 Crenshaw Blvd	90303	(323) 242-9499	JVS Foods, Inc.	Victoria	Su
5434	CA	Inglewood	3107 W Manchester Blvd	90305	(323) 789-6791	JVS Foods, Inc.	Victoria	Su
3278	CA	Irvine	6565 Burt Rd	92618	(949) 733-8031	Graffius Food Services, Inc.	Mark	Graffius
3538	CA	Irvine	3911 Irvine Blvd	92602	(714) 832-4590	JDC Food Services, Inc.	Caryn	Ochoa

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
5336	CA	Irvine	4289 Campus Dr	92612	(949) 823-8983	Enchant Foods, Inc.	Priya	Dhillon
3225	CA	Irwindale	16000 Arrow Hwy	91706	(626) 337-1684	California Sunrise, Incorporated	Garren	Grieve
4336	CA	Jackson	11222 Old Mill Ln	95642	(209) 223-7800	Nor-Cal Venture Group, Inc.	Anil	Yadav
3263	CA	Kettleman City	33313 Bernard Dr	93239	(559) 386-4413	VTP Enterprises	Patrice	Roux
303	CA	La Canada	2225 Foothill Blvd	91011	(818) 957-1963	Sood Enterprises, Inc.	Sudesh	Sood
3298	CA	La Habra	1231 W Whittier Blvd	90631	(562) 691-1945	Three Powers Foods, Inc.	Cedric	Fong
4	CA	La Mesa	6987 University Ave	91941	(619) 469-1639	Charles J. Stauffer	Charles	Stauffer
35	CA	La Mesa	5141 Jackson Dr	91941	(619) 697-3233	DMSD Foods, Inc.	Dawood	Beshay
3080	CA	La Mesa	6110 Lake Murray Blvd	91942	(619) 466-6080	N Farooqi Enterprises, LLC	Nasir	Farooqi
3544	CA	La Mirada	13495 Beach Blvd	90638	(562) 902-2214	Graffius & Graffius, Inc.	Mark	Graffius
319	CA	La Puente	14304 Amar Rd	91744	(626) 918-7569	JYM Enterprises, Inc.	John	Maki
3333	CA	La Puente	1805 N Hacienda Blvd	91744	(626) 918-9484	Ocean Restaurant Group, Inc.	Garren	Grieve
5337	CA	La Puente	506 Workman Mill Rd	91746	(626) 336-5853	Double G Partners	Garren	Grieve
3593	CA	La Quinta	79724 Highway 111	92253	(760) 863-0350	Desert Jack, LLC	Terry	Shindle
5432	CA	La Verne	1090 Foothill Blvd	91750	(909) 592-1027	FEAST Foods, LLC	Bashir	Eramya
429	CA	Lafayette	3407 Mt Diablo Blvd	94549	(925) 284-1371	Gogris Corporation	Shilpa	Gogri
296	CA	Laguna Beach	1201 S Coast Hwy	92651	(949) 494-9557	S&S Coastal Foods, LLC	Sam	Abraham
3350	CA	Laguna Hills	23562 Moulton Pkwy	92653	(949) 586-9328	Graffius Food Services, Inc.	Mark	Graffius
5378	CA	Lake Elsinore	29993 Canyon Hills Rd	92532	(951) 244-2649	DMSD Foods, Inc.	Dawood	Beshay
5472	CA	Lake Elsinore	2511 E Lakeshore Dr	92530	(951) 674-6472	DMSD Foods, Inc.	Dawood	Beshay
3287	CA	Lake Forest	22661 Lake Forest Dr	92630	(949) 859-5785	GCP Enterprises, Inc.	Christina	Perucci
3546	CA	Lake Forest	20101 Lake Forest Dr	92630	(949) 455-1228	S&S Coastal Foods, LLC	Sam	Abraham
3490	CA	Lakeport	41 Soda Bay Rd	95453	(707) 263-8063	North Bay Jack, Inc.	Ali	Morovat
58	CA	Lakeside	12155 Woodside Ave	92040	(619) 443-0161	DMSD Foods, Inc.	Dawood	Beshay
214	CA	Lakewood	5858 Del Amo Blvd	90713	(562) 420-9971	Square King Foods, Inc.	Sam	Fong
259	CA	Lakewood	5747 Lakewood Blvd	90712	(562) 602-1100	Big Fun Foods	Kevin	Townsend
3386	CA	Lakewood	11501 Carson St	90715	(562) 860-2027	OC Food Express, Inc.	Hai	Zaidul
4397	CA	Lamont	9606 Weedpatch Hwy	93241	(661) 845-4015	MFT Enterprises LP	Patrice	Roux
367	CA	Lancaster	43628 W 10th St	93534	(661) 942-0522	Envision Foods, LLC	Terry	Shindle
3300	CA	Lancaster	2030 W Avenue K	93536	(661) 945-4244	Envision Foods, LLC	Terry	Shindle
3562	CA	Lancaster	2443 W Avenue I	93536	(661) 726-3626	JIB Holdings I, LLC	Terry	Shindle
5309	CA	Lancaster	1799 E Avenue J	93535	(661) 949-8975	JIB Holdings I, LLC	Terry	Shindle
588	CA	Lathrop	100 E Louise Ave	95330	(209) 858-1801	Varris Management, Inc.	Anil	Yadav

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
239	CA	Lawndale	15025 Hawthorne Blvd	90260	(310) 644-3584	BB 2008 Inc.	Lee	Su
3194	CA	Lebec	8968 Grapevine Rd E	93243	(661) 248-6807	MFT Enterprises LP	Patrice	Roux
3273	CA	Lebec	73 Frazier Mountain Park Rd	93243	(661) 248-2360	MFT Enterprises LP	Patrice	Roux
10	CA	Lemon Grove	7979 Broadway	91945	(619) 463-4800	PGC Foods, LLC	Shane	Paul
3004	CA	Lemon Grove	7015 Broadway	91945	(619) 460-2529	DMSD Foods, Inc.	Dawood	Beshay
517	CA	Lemoore	31 E Hanford Armona Rd	93245	(559) 924-0424	VTP Enterprises	Patrice	Roux
4313	CA	Lincoln	455 Highway 65	95648	(916) 409-0571	Nor-Cal Venture Group, Inc.	Anil	Yadav
483	CA	Livermore	1817 1st St	94550	(925) 447-4325	JB Restaurant #483, Inc.	Larry	Jones
3419	CA	Livermore	6020 Industrial Way	94551	(925) 606-0793	JB Restaurant #3419, Inc.	Larry	Jones
3462	CA	Livermore	1650 N Livermore Ave	94551	(925) 371-2950	JB Restaurant #3462, Inc.	Larry	Jones
4351	CA	Livingston	400 Joseph Gallo Ct	95334	(209) 394-8840	Fresno Foods, LLC	Behzad	Nematzadeh
493	CA	Lodi	419 W Lodi Ave	95240	(209) 369-4590	Yadav, Inc.	Anil	Yadav
4301	CA	Lodi	2425 Kettleman Ln	95242	(209) 334-3875	Amanat, Inc.	Anil	Yadav
152	CA	Lomita	2101 Palos Verdes Dr N	90717	(310) 325-4552	Dhillon Foods, Inc.	Priya	Dhillon
283	CA	Lomita	1724 W Pacific Coast Hwy	90717	(310) 326-5225	PCH Venture Group, Inc.	Erh-Mei	Su
390	CA	Lompoc	539 N H St	93436	(805) 735-1264	SBF Foods, LLC	Pankaj	Bhatia
156	CA	Long Beach	5601 Pacific Coast Hwy	90804	(562) 494-4799	Three Powers Foods, Inc.	Cedric	Fong
213	CA	Long Beach	3399 E Pacific Coast Hwy	90755	(562) 494-6740	Big Fun Foods	Kevin	Townsend
216	CA	Long Beach	2101 E Anaheim St	90804	(562) 439-8958	LIHWA Group, Inc.	Erh-Mei	Su
219	CA	Long Beach	652 Atlantic Ave	90802	(562) 436-5728	FEAST Foods, LLC	Bashir	Eramya
271	CA	Long Beach	3032 Palo Verde Ave	90808	(562) 496-0741	Square King Foods, Inc.	Sam	Fong
376	CA	Long Beach	3980 E Ocean Blvd	90803	(562) 439-6798	PCH Venture Group, Inc.	Erh-Mei	Su
384	CA	Long Beach	1190 E Pacific Coast Hwy	90806	(562) 591-3868	Dhillon Foods, Inc.	Priya	Dhillon
3150	CA	Long Beach	3605 Atlantic Ave	90807	(562) 424-9050	EBS Foods, LLC	Eddie	Nieves
3226	CA	Long Beach	4170 Lakewood Blvd	90808	(562) 496-4565	Big Fun Foods	Kevin	Townsend
3238	CA	Long Beach	2001 E Artesia Blvd	90805	(562) 531-6894	Jushen Restaurants, Inc.	Priya	Dhillon
3302	CA	Long Beach	1720 W Pacific Coast Hwy	90810	(562) 436-6850	PCH Venture Group East, Inc.	Lee	Su
3573	CA	Long Beach	6025 Long Beach Blvd	90805	(562) 728-4499	Highland Food Express, Inc.	Hai	Zaidul
3597	CA	Long Beach	5150 Atlantic Ave	90805	(562) 423-2164	LMS Group, Inc.	Lee	Su
5351	CA	Los Alamitos	11250 Los Alamitos Blvd	90720	(562) 598-6302	WHG Restaurant Group, Inc.	Gregory	Gribble
421	CA	Los Altos	4896 El Camino Real	94022	(408) 515-5966	JIB Restaurant Group, Inc.	Shang Chun	Hsia
151	CA	Los Angeles	5075 W Whittier Blvd	90022	(323) 266-2449	TBS Foods, Inc.	Behzad	Nematzadeh
224	CA	Los Angeles	12403 Washington Pl	90066	(310) 397-4845	Sunrise Foods, LLC	Riju	Sood

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
228	CA	Los Angeles	805 W Manchester Ave	90044	(323) 751-5074	Mega Fun Foods	Kevin	Townsend
229	CA	Los Angeles	2220 W Slauson Ave	90043	(323) 298-0653	Tri-P's Management Corporation	Cedric	Price
233	CA	Los Angeles	8605 W Pico Blvd	90035	(310) 652-8048	EBS Foods, LLC	Eddie	Nieves
270	CA	Los Angeles	4353 S Figueroa St	90037	(323) 235-4345	TBS Foods, Inc.	Behzad	Nematzadeh
279	CA	Los Angeles	1441 W Martin Luther King Blvd	90062	(323) 290-2520	TBS Foods, Inc.	Behzad	Nematzadeh
286	CA	Los Angeles	4965 Huntington Dr N	90032	(323) 227-9759	FEAST Foods, LLC	Bashir	Eramya
287	CA	Los Angeles	4407 S Central Ave	90011	(323) 233-4440	TBS Foods, Inc.	Behzad	Nematzadeh
290	CA	Los Angeles	2511 S Vermont Ave	90007	(323) 730-1461	Sunrise Foods, LLC	Riju	Sood
291	CA	Los Angeles	10701 Venice Blvd	90034	(310) 836-2385	Sunrise Foods, LLC	Riju	Sood
292	CA	Los Angeles	4210 Crenshaw Blvd	90008	(323) 293-0034	Tri-P's Management Corporation	Cedric	Price
293	CA	Los Angeles	465 S Fairfax Ave	90036	(323) 936-7709	Sunrise Foods, LLC	Riju	Sood
294	CA	Los Angeles	10307 S Central Ave	90002	(323) 564-7156	TBS Foods, Inc.	Behzad	Nematzadeh
298	CA	Los Angeles	7120 S Broadway	90003	(323) 751-5083	TBS Foods, Inc.	Behzad	Nematzadeh
335	CA	Los Angeles	2521 Pasadena Ave	90031	(323) 223-6094	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh
370	CA	Los Angeles	1135 N Mission Rd	90033	(323) 223-6346	FEAST Foods, LLC	Bashir	Eramya
389	CA	Los Angeles	459 S Vermont Ave	90020	(213) 389-1023	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh
3161	CA	Los Angeles	11010 Pico Blvd	90064	(310) 470-8581	BB 2008 Inc.	Lee	Su
3214	CA	Los Angeles	1615 S Broadway	90015	(213) 748-7177	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh
3215	CA	Los Angeles	1900 W 6th St	90057	(213) 483-1768	FEAST Foods, LLC	Bashir	Eramya
3230	CA	Los Angeles	2120 W Pico Blvd	90006	(213) 252-8209	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh
3339	CA	Los Angeles	1335 S Soto St	90023	(323) 263-1450	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh
3343	CA	Los Angeles	4228 N Figueroa St	90065	(323) 227-1710	FEAST Foods, LLC	Bashir	Eramya
3345	CA	Los Angeles	5201 Wilshire Blvd	90036	(323) 965-8102	Sunrise Foods, LLC	Riju	Sood
3507	CA	Los Angeles	1415 S Alameda St	90021	(213) 746-8827	Sunrise Foods, LLC	Riju	Sood
5312	CA	Los Angeles	7201 S Western Ave	90047	(323) 971-2114	EBS Foods, LLC	Eddie	Nieves
5352	CA	Los Angeles	12735 S Main St	90061	(323) 820-1865	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh
5425	CA	Los Angeles	1000 W Slauson Ave	90044	(323) 834-0199	TBS Foods, Inc.	Behzad	Nematzadeh
3451	CA	Los Banos	1370 E Pacheco Blvd	93635	(209) 829-0341	CALJAX, INC.	Metri	Lutfi
4389	CA	Los Banos	1117 W Pacheco Blvd	93635	(209) 829-0391	CALJAX, INC.	Metri	Lutfi
434	CA	Los Gatos	15771 Los Gatos Blvd	95032	(408) 356-1049	Central Coast Restaurants Inc.	Michael	Flores
188	CA	Lost Hills	21958 Highway 46	93249	(661) 797-2442	EBS Foods, LLC	Eddie	Nieves
249	CA	Lynwood	11390 Atlantic Ave	90262	(310) 631-6933	TBS Foods, Inc.	Behzad	Nematzadeh
524	CA	Madera	950 N Gateway Dr	93637	(559) 661-1412	Fresno Foods, LLC	Behzad	Nematzadeh

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
5436	CA	Madera	1545 E Yosemite Rd	93638	(559) 664-5138	Fresno Foods, LLC	Behzad	Nematzadeh
5441	CA	Madera	1800 Howard Rd.	93637	(559) 664-8920	Fresno Foods, LLC	Behzad	Nematzadeh
160	CA	Malibu	23017 Pacific Coast Hwy	90265	(310) 456-8943	EBS Foods, LLC	Eddie	Nieves
395	CA	Manhattan Beach	815 N Sepulveda Blvd	90266	(310) 318-3014	Dhillon Foods, Inc.	Priya	Dhillon
498	CA	Manteca	1105 N Main St	95336	(209) 239-9525	Varris Management, Inc.	Anil	Yadav
3427	CA	Manteca	1081 S Main St	95337	(209) 239-8288	Amanat, Inc.	Anil	Yadav
4303	CA	Manteca	1310 E Yosemite Ave	95336	(209) 824-5359	Amanat, Inc.	Anil	Yadav
3485	CA	Marina	211 Reservation Rd	93933	(831) 883-1721	Central Coast Restaurants Inc.	Michael	Flores
523	CA	Martinez	3955 Alhambra Ave	94553	(925) 229-2288	TJLM Food Services, Inc.	Lauren	Tom
488	CA	Marysville	810 E St	95901	(530) 741-2889	CALJAX, INC.	Metri	Lutfi
225	CA	Maywood	3700 E Slauson Ave	90270	(323) 582-6622	TBS Foods, Inc.	Behzad	Nematzadeh
5347	CA	Menifee	26015 Newport Rd	92584	(951) 672-0095	DMSD Foods, Inc.	Dawood	Beshay
5380	CA	Menifee	27256 Hwy 74	92585	(951) 438-0800	S&S Coastal Foods, LLC	Sam	Abraham
5450	CA	Menifee	26670 McCall Blvd	92586	(951) 239-4414	DMSD Foods, Inc.	Dawood	Beshay
3477	CA	Menlo Park	1401 Willow Rd	94025	(650) 321-5009	South Bay Jack, Inc.	Michael	Flores
465	CA	Merced	595 W Olive Ave	95348	(209) 723-2443	Fresno Foods, LLC	Behzad	Nematzadeh
580	CA	Merced	1270 V St	95340	(209) 723-2465	Fresno Foods, LLC	Behzad	Nematzadeh
277	CA	Midway City	15232 Beach Blvd	92655	(714) 892-1039	ITNA Group, Inc.	Abdul	Sadruddin
3411	CA	Milpitas	1740 S Main St	95035	(408) 956-8655	Golden State Jacks, Inc.	Beryl	Haroan
3223	CA	Mira Loma	10960 Limonite Rd	91752	(951) 272-3673	DMSD Foods, Inc.	Dawood	Beshay
3188	CA	Mission Viejo	28651 Marguerite Pkwy	92692	(949) 364-9457	S&S Coastal Foods, LLC	Sam	Abraham
3335	CA	Mission Viejo	25852 El Paseo	92691	(949) 367-1909	DMSD Foods, Inc.	Dawood	Beshay
3526	CA	Mission Viejo	25800 Jeronimo Rd Ste 500	92691	(949) 768-7485	GCP Enterprises, Inc.	Christina	Perucci
442	CA	Modesto	2044 W Orangeburg Ave	95350	(209) 521-5578	CALJAX, INC.	Metri	Lutfi
487	CA	Modesto	2612 Coffee Rd	95355	(209) 578-3151	CALJAX, INC.	Metri	Lutfi
502	CA	Modesto	1239 Yosemite Blvd	95354	(209) 578-3039	Amanat, Inc.	Anil	Yadav
508	CA	Modesto	3430 Tully Rd Ste 65	95350	(209) 526-4355	Vansh, Inc.	Anil	Yadav
543	CA	Modesto	1624 J St	95354	(209) 526-9966	Amanat, Inc.	Anil	Yadav
575	CA	Modesto	1800 Mchenry Ave	95350	(209) 576-2486	CALJAX, INC.	Metri	Lutfi
3445	CA	Modesto	2937 E Hatch Rd	95351	(209) 538-4026	CALJAX, INC.	Metri	Lutfi
3449	CA	Modesto	900 Oakdale Rd	95355	(209) 578-1799	CALJAX, INC.	Metri	Lutfi
3468	CA	Modesto	801 Kansas Ave	95351	(209) 521-2660	Amanat, Inc.	Anil	Yadav
3488	CA	Modesto	339 Paradise Ave	95351	(209) 521-0194	CALJAX, INC.	Metri	Lutfi

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
3494	CA	Modesto	3621 Yosemite Blvd	95357	(209) 491-3689	Amanat, Inc.	Anil	Yadav
4394	CA	Modesto	2301 Crows Landing Rd A	95351	(209) 537-2955	CALJAX, INC.	Metri	Lutfi
3318	CA	Mojave	15536 Highway 14	93501	(661) 824-5303	JIB Holdings I, LLC	Terry	Shindle
3250	CA	Monrovia	100 W Duarte Rd	91016	(626) 303-0695	FEAST Foods, LLC	Bashir	Eramya
5430	CA	Monrovia	248 W Huntington Dr	91016	(626) 357-8302	FEAST Foods, LLC	Bashir	Eramya
193	CA	Montclair	9515 Central Ave	91763	(909) 624-7625	Syed Enterprises, Inc.	Syed	Sultan
5315	CA	Montclair	4565 Holt Blvd	91763	(909) 447-1214	AMSU Financial, Inc.	Aslam	Malik
245	CA	Montebello	108 N Garfield Ave	90640	(323) 724-3764	JYM Enterprises, Inc.	Hisayo	Maki
255	CA	Montebello	706 W Beverly Blvd	90640	(323) 722-0211	JYM Enterprises, Inc.	Hisayo	Maki
3520	CA	Montebello	869 W Washington Blvd	90640	(323) 722-6943	Three Powers Foods, Inc.	Cedric	Fong
5353	CA	Montebello	892 N Garfield Ave	90640	(323) 724-3462	JYM Enterprises, Inc.	Hisayo	Maki
9014	CA	Monterey	889 Abrego St	93940	(831) 375-1333	Central Coast Restaurants Inc.	Michael	Flores
5391	CA	Moorpark	538 W New Los Angeles Ave	93021	(805) 553-9283	Sood Enterprises, Inc.	Sudesh	Sood
175	CA	Moreno Valley	12477 Heacock St	92553	(951) 242-4030	Restaurant Leadership Group, LLC	Dawood	Beshay
3349	CA	Moreno Valley	23577 Sunnymead Ranch Pkwy	92557	(951) 247-7483	Restaurant Leadership Group, LLC	Dawood	Beshay
5388	CA	Moreno Valley	14485 Moreno Beach Dr	92555	(951) 601-1594	Restaurant Leadership Group, LLC	Dawood	Beshay
5394	CA	Moreno Valley	27030 Fir Ave	92555	(951) 243-2551	Restaurant Leadership Group, LLC	Dawood	Beshay
5423	CA	Moreno Valley	24985 Elder Ave	92557	(951) 485-8020	Restaurant Leadership Group, LLC	Dawood	Beshay
560	CA	Morgan Hill	17015 Condit Rd	95037	(408) 778-1078	Central Coast Restaurants Inc.	Michael	Flores
3479	CA	Morgan Hill	15855 Monterey Rd	95037	(408) 778-9134	Central Coast Restaurants Inc.	Michael	Flores
453	CA	Mountain View	200 W El Camino Real	94040	(650) 964-4266	Central Coast Restaurants Inc.	Michael	Flores
3425	CA	Mountain View	510 N Shoreline Blvd	94043	(650) 964-0937	JB Restaurant #3425, Inc.	Larry	Jones
3248	CA	Murrieta	39878 Los Alamos Rd	92562	(951) 698-6544	DMSD Foods, Inc.	Dawood	Beshay
3369	CA	Murrieta	24620 Madison Ave	92562	(951) 696-5958	DMSD Foods, Inc.	Dawood	Beshay
5368	CA	Murrieta	39380 Murrieta Hot Springs Rd	92563	(951) 698-6800	DMSD Foods, Inc.	Dawood	Beshay
5407	CA	Murrieta	33080 Antelope Rd	92563	(951) 301-4101	DMSD Foods, Inc.	Dawood	Beshay
5439	CA	Murrieta	27608 Clinton Keith Road	92562	(951) 244-0439	DMSD Foods, Inc.	Dawood	Beshay
435	CA	Napa	1641 Trancas St	94558	(707) 252-7015	Napa Restaurants Inc.	Beryl	Haroan
4362	CA	Napa	850 W Imola Ave	94559	(707) 252-3244	Reshiv, Inc.	Ali	Morovat
80	CA	National City	3138 Plaza Blvd	91950	(619) 470-1008	N Farooqi Properties, LLC	Nasir	Farooqi
185	CA	Needles	221 J St	92363	(760) 326-4746	River Fast Foods, Inc.	Adel	Farag
3481	CA	Newark	39017 Cedar Blvd	94560	(510) 574-0695	Amanat, Inc.	Anil	Yadav
3171	CA	Newport Beach	4625 W Coast Hwy	92663	(949) 650-1763	KIPER ENTERPRISES, INC.	Christina	Perucci

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
198	CA	Norco	2065 River Rd	92860	(951) 734-0362	Jumbo Fun Foods	Kevin	Townsend
3212	CA	Norco	1491 6th St	92860	(951) 737-1496	S&S Coastal Foods, LLC	Sam	Abraham
561	CA	North Highlands	4990 Watt Ave	95660	(916) 332-4282	Anand, Inc.	Dharmesh	Patel
314	CA	North Hollywood	6551 Lankershim Blvd	91606	(818) 763-3818	Sood Enterprises, Inc.	Sudesh	Sood
3183	CA	North Hollywood	12900 Sherman Way	91605	(818) 982-5225	Sood Enterprises, Inc.	Usha	Sood
3388	CA	North Palm Springs	6555 Indian Cyn	92258	(760) 251-0206	Desert Jack, LLC	Terry	Shindle
190	CA	Northridge	11216 Tampa Ave	91326	(818) 368-9941	Ocean View Foods, Inc.	Terence	Jones
307	CA	Northridge	8322 Balboa Ave	91325	(818) 345-6492	MEL-Z ENTERPRISE, INC.	Melvin	Thompson Sr
317	CA	Northridge	19322 Roscoe Blvd	91324	(818) 885-8149	Newco Foods, Inc.	Sudesh	Sood
344	CA	Northridge	9433 Reseda Blvd	91324	(818) 885-8261	Ocean View Foods, Inc.	Terence	Jones
217	CA	Norwalk	12060 Rosecrans Ave	90650	(562) 929-6531	TBS Foods, Inc.	Behzad	Nematzadeh
288	CA	Norwalk	11353 Firestone Blvd	90650	(562) 929-0132	LMS Group, Inc.	Lee	Su
3169	CA	Norwalk	12603 Norwalk Blvd	90650	(562) 868-5677	Three Powers Foods, Inc.	Cedric	Fong
473	CA	Novato	301 Enfrente Rd	94949	(415) 883-8196	TJLM Food Services, Inc.	Lauren	Tom
4382	CA	Novato	7135 Redwood Blvd	94945	(415) 878-0465	Reshiv, Inc.	Ali	Morovat
514	CA	Oakdale	606 E F St	95361	(209) 847-2598	CALJAX, INC.	Metri	Lutfi
4372	CA	Oakhurst	40070 Highway 49	93644	(559) 658-6061	Fresno Foods, LLC	Behzad	Nematzadeh
413	CA	Oakland	6510 Telegraph Ave	94609	(510) 547-5241	Dhillon & Hurtado Enterprises LLC	Romana	Macario
420	CA	Oakland	2424 E International Blvd	94601	(510) 261-1335	Dhillon & Hurtado Enterprises LLC	Romana	Macario
433	CA	Oakland	4425 Telegraph Ave	94609	(510) 652-2363	Dhillon & Hurtado Enterprises LLC	Romana	Macario
533	CA	Oakland	532 Hegenberger Rd	94621	(510) 632-3346	Dhillon & Hurtado Enterprises LLC	Romana	Macario
578	CA	Oakley	2185 Main St	94561	(925) 625-5931	AKKAM, INC.	Anil	Yadav
89	CA	Oceanside	3808 Plaza Dr	92056	(760) 941-0841	Restaurant Leadership Group, LLC	Dawood	Beshay
98	CA	Oceanside	2474 Vista Way	92054	(760) 966-0041	Ocean Restaurant Group, Inc.	Garren	Grieve
3026	CA	Oceanside	4211 Oceanside Blvd	92056	(760) 758-2964	Beshay Foods, Inc.	Dawood	Beshay
3061	CA	Oceanside	3909 Mission Ave	92054	(760) 439-9852	Beshay Foods, Inc.	Dawood	Beshay
3068	CA	Oceanside	1900 Mission Ave	92054	(760) 967-3971	Beshay Foods, Inc.	Dawood	Beshay
373	CA	Ontario	1551 E 4th St	91764	(909) 984-3114	WHG Restaurant Group, Inc.	Gregory	Gribble
3381	CA	Ontario	2458 S Vineyard Ave	91761	(909) 923-5743	North Star Food Services, Inc.	Gregory	Gribble
3384	CA	Ontario	4351 Ontario Mills Pkwy	91764	(909) 484-4842	AMSU Financial, Inc.	Aslam	Malik
3555	CA	Ontario	1840 Holt Blvd	91761	(909) 395-9987	AMSU Financial, Inc.	Aslam	Malik
3578	CA	Ontario	3500 E Philadelphia St	91761	(909) 923-5966	AW Malik, Inc.	Aslam	Malik
5330	CA	Ontario	800 S Mountain Ave Ste A	91762	(909) 988-7568	AMSU Financial, Inc.	Aslam	Malik

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
5345	CA	Ontario	2710 Riverside Dr	91761	(909) 773-1706	North Star Food Services, Inc.	Gregory	Gribble
5360	CA	Ontario	4880 Motor Ln Bldg A	91761	(909) 605-2705	AW Malik, Inc.	Aslam	Malik
5371	CA	Ontario	1780 S Grove Ave	91761	(909) 947-7049	AW Malik, Inc.	Aslam	Malik
196	CA	Orange	2500 N Tustin St	92865	(714) 998-1450	JDC Food Services, Inc.	Caryn	Ochoa
282	CA	Orange	3111 E Chapman Ave	92869	(714) 532-5029	JDC Food Services, Inc.	Caryn	Ochoa
3305	CA	Orange	431 W Katella Ave	92867	(714) 744-4129	Jokar Enterprises, Inc.	Mark	Graffius
5390	CA	Orange	3050 W Chapman Ave	92868	(714) 634-3686	Makar Foods, Inc.	George	Crankshaw
189	CA	Orcutt	5001 Orcutt Rd	93455	(805) 937-7771	SBF Foods, LLC	Pankaj	Bhatia
515	CA	Oroville	1797 Oro Dam Blvd	95965	(530) 534-3032	CALJAX, INC.	Metri	Lutfi
3237	CA	Oxnard	2580 N Vineyard Ave	93030	(805) 485-0773	Caltex Foods, Inc.	Mike	Herrick
3252	CA	Oxnard	960 N Ventura Rd	93030	(805) 485-8959	AmberJack Partners	Heather	Goss
3353	CA	Oxnard	550 S Victoria Ave	93035	(805) 985-2420	AmberJack Partners	Heather	Goss
5363	CA	Palm Desert	36555 Cook St	92211	(760) 773-3025	Desert Jack, LLC	Terry	Shindle
3185	CA	Palm Springs	2591 E Tahquitz Canyon Way	92262	(760) 416-6678	Desert Jack, LLC	Terry	Shindle
3583	CA	Palm Springs	694 S Palm Canyon Dr	92264	(760) 416-2543	Desert Jack, LLC	Terry	Shindle
5381	CA	Palm Springs	5200 E Ramon Rd	92264	(760) 325-4936	Desert Jack, LLC	Terry	Shindle
363	CA	Palmdale	564 E Palmdale Blvd	93550	(661) 947-2729	Envision Foods, LLC	Terry	Shindle
3352	CA	Palmdale	570 W Avenue P	93551	(661) 273-8261	JIB Holdings I, LLC	Terry	Shindle
3596	CA	Palmdale	37070 47th St E	93552	(661) 285-7382	JIB Holdings I, LLC	Terry	Shindle
455	CA	Palo Alto	2280 El Camino Real	94306	(650) 856-0350	Golden State Jacks, Inc.	Beryl	Haroan
306	CA	Panorama City	15342 Roscoe Blvd	91402	(818) 892-7059	Bromley Foods, Inc.	Terence	Jones
215	CA	Paramount	8433 Alondra Blvd	90723	(562) 408-4951	Highland Food Express, Inc.	Hai	Zaidul
3206	CA	Paramount	7930 Rosecrans Ave	90723	(562) 633-6232	TBS Foods, Inc.	Behzad	Nematzadeh
183	CA	Pasadena	1415 E Colorado St	91106	(626) 792-7076	Ocean View Foods, Inc.	Terence	Jones
323	CA	Pasadena	30 N Rosemead Blvd	91107	(626) 304-9356	JYM Enterprises, Inc.	Elaine	Maki
171	CA	Paso Robles	2304 Spring St	93446	(805) 238-9002	SBF Foods, LLC	Pankaj	Bhatia
3505	CA	Paso Robles	1900 Ramada Dr	93446	(805) 226-8262	SBF Foods, LLC	Pankaj	Bhatia
4356	CA	Paso Robles	1499 Creston Rd	93446	(805) 237-2514	SBF Foods, LLC	Pankaj	Bhatia
5414	CA	Paso Robles	2500 Golden Hill Rd	93446	(805) 237-0974	SBF Foods, LLC	Pankaj	Bhatia
3460	CA	Patterson	15050 Rogers Rd	95363	(209) 892-2206	CALJAX, INC.	Metri	Lutfi
484	CA	Petaluma	837 E Washington St	94952	(707) 763-3612	Shahmun Corporation	Austin	Torres
596	CA	Petaluma	1401 N Mcdowell Blvd	94954	(707) 664-1021	Shahmun Corporation	Austin	Torres
3175	CA	Pico Rivera	6750 Rosemead Blvd	90660	(562) 949-5097	Three Powers Foods, Inc.	Cedric	Fong

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436	CA	Pinole	2689 Pinole Valley Rd	94564	(510) 758-2346	TJLM Food Services, Inc.	Lauren	Tom
4363	CA	Pismo Beach	334 Five Cities Dr	93449	(805) 556-0580	SBF Foods, LLC	Pankaj	Bhatia
3203	CA	Placentia	797 W Orangethorpe Ave	92870	(714) 572-3924	Jokar Enterprises, Inc.	Mark	Graffius
3253	CA	Placentia	1097 E Imperial Hwy	92870	(714) 528-2960	Square King Foods, Inc.	Sam	Fong
3548	CA	Placentia	2097 E Orangethorpe Ave	92870	(714) 993-4579	Graffy Foods, Inc.	Mark	Graffius
541	CA	Placerville	3945 Missouri Flat Rd	95667	(530) 626-1898	CALJAX, INC.	Metri	Lutfi
414	CA	Pleasant Hill	1817 Contra Costa Blvd	94523	(925) 685-3542	AKKAM, INC.	Anil	Yadav
476	CA	Pleasanton	4295 Valley Ave	94566	(925) 462-3880	JB Restaurant #476, Inc.	Larry	Jones
4365	CA	Pleasanton	1875 Valley Ave	94566	(925) 485-6021	JB Restaurant #4365, Inc.	Larry	Jones
164	CA	Pomona	100 E Holt Ave	91767	(909) 620-5896	FEAST Foods, LLC	Bashir	Eramya
197	CA	Pomona	101 W Foothill Blvd	91767	(909) 596-0029	S&S Coastal Foods, LLC	Sam	Abraham
3227	CA	Pomona	1670 W Mission Rd	91766	(909) 629-6539	Highland Food Express, Inc.	Hai	Zaidul
3320	CA	Pomona	2098 S Garey Ave	91766	(909) 613-0425	NS Foods, Inc.	Syed	Sultan
3547	CA	Pomona	2775 S Reservoir St	91766	(909) 628-5010	AMSU Financial, Inc.	Aslam	Malik
3587	CA	Pomona	1335 N Dudley St	91768	(909) 622-1004	AMSU Financial, Inc.	Aslam	Malik
5403	CA	Port Hueneme	814 N Ventura Rd	93041	(805) 483-9010	Caltex Foods, Inc.	Mike	Herrick
501	CA	Porterville	390 W Olive Ave	93257	(559) 781-0155	VTP Enterprises	Patrice	Roux
4337	CA	Porterville	1075 W Henderson Ave	93257	(559) 788-2400	VTP Enterprises	Patrice	Roux
51	CA	Poway	12424 Poway Rd	92064	(858) 486-1170	QSC Ventures Inc.	Charles	Stauffer
77	CA	Ramona	1056 Main St	92065	(760) 789-6428	N Farooqi Properties, LLC	Nasir	Farooqi
499	CA	Rancho Cordova	10699 Folsom Blvd	95670	(916) 364-5340	Vanmel, Inc.	Anil	Yadav
3299	CA	Rancho Cucamonga	11767 Foothill Blvd	91730	(909) 980-3441	M & B Restaurant Group	Gregory	Gribble
3522	CA	Rancho Cucamonga	8840 Foothill Blvd	91730	(909) 944-3688	OC Food Express, Inc.	Hai	Zaidul
5300	CA	Rancho Cucamonga	10473 Alta Loma Dr	91737	(909) 483-6335	AW Malik, Inc.	Aslam	Malik
382	CA	Rancho Palos Verdes	29317 S Western Ave	90275	(310) 831-3509	Dhillon Foods, Inc.	Priya	Dhillon
3387	CA	Rancho Santa Margari	28592 Oso Pkwy	92688	(949) 766-5980	KIPER ENTERPRISES, INC.	Christina	Perucci
3403	CA	Red Bluff	1075 S Main St	96080	(530) 529-2805	Chico Foods, LLC	Asheet	Sharma
3406	CA	Redding	1045 Dana Dr	96003	(530) 222-5520	Chico Foods, LLC	Asheet	Sharma
3486	CA	Redding	4085 Railroad Ave	96001	(530) 244-3828	Chico Foods, LLC	Asheet	Sharma
4361	CA	Redding	800 E Cypress Ave	96002	(530) 226-9478	Chico Foods, LLC	Asheet	Sharma
3177	CA	Redlands	605 E Redlands Blvd	92373	(909) 798-1468	Halabian, Inc.	Hossein	Halabian
3297	CA	Redlands	2062 W Redlands Blvd	92373	(909) 793-2444	SB Food Express, Inc.	Hai	Zaidul
438	CA	Redwood City	3199 El Camino Real	94061	(650) 365-4655	JB Restaurant #438, Inc.	Larry	Jones

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
469	CA	Redwood City	986 Woodside Rd	94061	(408) 515-1327	SCH Restaurant Group, Inc.	Shang Chun	Hsia
525	CA	Redwood City	1205 Broadway St	94063	(408) 515-1770	SCH Restaurant Group, Inc.	Shang Chun	Hsia
3512	CA	Reedley	605 I St	93654	(559) 637-7178	VTP Enterprises	Patrice	Roux
5357	CA	Reseda	6820 Reseda Blvd	91335	(818) 708-3501	Sood Enterprises, Inc.	Rashmi	Sood
162	CA	Rialto	316 W Foothill Blvd	92376	(909) 875-0890	Halabian, Inc.	Hossein	Halabian
3314	CA	Ridgecrest	919 S China Lake Blvd	93555	(760) 375-1953	JIB Holdings I, LLC	Terry	Shindle
4348	CA	Ripon	1442 Colony Dr Ste B	95366	(209) 599-5871	Varris Management, Inc.	Anil	Yadav
4344	CA	Riverbank	2246 Patterson Rd	95367	(209) 863-8924	Varris Management, Inc.	Anil	Yadav
179	CA	Riverside	3981 Tyler St	92503	(951) 689-8470	S&S Coastal Foods, LLC	Sam	Abraham
345	CA	Riverside	5126 Arlington Ave	92504	(951) 354-8859	Envision Foods, LLC	Terry	Shindle
356	CA	Riverside	3521 Central Ave	92506	(951) 781-0832	DCF Enterprises, LLC	Delia	Coburn
379	CA	Riverside	3434 14th St	92501	(951) 781-2104	DCF Enterprises, LLC	Delia	Coburn
392	CA	Riverside	9195 Jurupa Rd	92509	(951) 681-6161	Halabian, Inc.	Hossein	Halabian
3164	CA	Riverside	7810 Limonite Ave	92509	(951) 685-6720	DMSD Foods, Inc.	Dawood	Beshay
3213	CA	Riverside	3450 La Sierra Ave	92503	(951) 687-7580	JDC Food Services, Inc.	Caryn	Ochoa
3518	CA	Riverside	5700 Sycamore Canyon Blvd	92507	(951) 787-8079	Desert Jack, LLC	Terry	Shindle
3581	CA	Riverside	3886 Chicago Ave	92507	(951) 786-3974	Desert Jack, LLC	Terry	Shindle
5467	CA	Riverside	1001 E Alessandro Blvd	92508	(951) 653-5467	DMSD Foods, Inc.	Dawood	Beshay
5468	CA	Riverside	1115 W La Cadena Dr	92501	(951) 289-9087	DMSD Foods, Inc.	Dawood	Beshay
585	CA	Rocklin	4410 Rocklin Rd	95677	(916) 625-9383	Nor-Cal Venture Group, Inc.	Anil	Yadav
3435	CA	Rocklin	6691 Stanford Ranch Rd	95677	(916) 625-9232	Nor-Cal Venture Group, Inc.	Anil	Yadav
456	CA	Rohnert Park	6299 Commerce Blvd	94928	(707) 585-3515	TJLM Food Services, Inc.	Lauren	Tom
5339	CA	Rosamond	3033 25th St W	93560	(661) 256-5920	JIB Holdings I, LLC	Terry	Shindle
308	CA	Rosemead	4216 N Rosemead Blvd	91770	(626) 285-7983	JYM Enterprises, Inc.	John	Maki
3504	CA	Rosemead	820 San Gabriel Blvd	91770	(626) 569-0363	JYM Enterprises, Inc.	Hisayo	Maki
3566	CA	Rosemead	3038 San Gabriel Blvd	91770	(626) 569-0663	JYM Enterprises, Inc.	Hisayo	Maki
570	CA	Roseville	1923 Douglas Blvd	95661	(916) 782-8003	Nor-Cal Venture Group, Inc.	Anil	Yadav
3426	CA	Roseville	8655 Auburn Blvd	95661	(916) 729-5552	Nor-Cal Venture Group, Inc.	Anil	Yadav
4402	CA	Roseville	5150 Foothills Blvd	95747	(916) 771-4402	Anand, Inc.	Dharmesh	Patel
346	CA	Rowland Heights	18950 Colima Rd	91748	(626) 913-7717	Three Powers Foods, Inc.	Cedric	Fong
481	CA	Sacramento	3500 Marconi Ave	95821	(916) 481-2264	Anand, Inc.	Dharmesh	Patel
492	CA	Sacramento	5800 Freeport Blvd	95822	(916) 395-5790	Amanat, Inc.	Anil	Yadav
532	CA	Sacramento	4849 Madison Ave	95841	(916) 338-5159	Nor-Cal Venture Group, Inc.	Anil	Yadav

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
548	CA	Sacramento	2293 Arden Way	95825	(916) 922-9569	Devika Restaurants Inc.	Dev	Sagar
566	CA	Sacramento	5420 Stockton Blvd	95820	(916) 454-0244	Anand, Inc.	Dharmesh	Patel
592	CA	Sacramento	1661 Watt Ave	95864	(916) 483-1769	Anand, Inc.	Dharmesh	Patel
593	CA	Sacramento	2560 W El Camino Ave	95833	(916) 567-9692	Nor-Cal Venture Group, Inc.	Anil	Yadav
594	CA	Sacramento	7795 Stockton Blvd	95823	(916) 689-3755	Nor-Cal Venture Group, Inc.	Anil	Yadav
3402	CA	Sacramento	6300 Power Inn Rd	95824	(916) 387-6579	Anand, Inc.	Dharmesh	Patel
3413	CA	Sacramento	4128 Norwood Ave	95838	(916) 922-2125	CALJAX, INC.	Metri	Lutfi
3421	CA	Sacramento	8750 La Riviera Dr	95826	(916) 364-1455	Anand, Inc.	Dharmesh	Patel
3472	CA	Sacramento	9680 Business Park Dr	95827	(916) 366-1988	Vanmel, Inc.	Anil	Yadav
3480	CA	Sacramento	1001 Howe Ave	95825	(916) 646-4670	Anand, Inc.	Dharmesh	Patel
4305	CA	Sacramento	4601 Broadway	95820	(916) 455-8690	Anand, Inc.	Dharmesh	Patel
4326	CA	Sacramento	2750 Del Paso Rd	95834	(916) 285-6753	CALJAX, INC.	Metri	Lutfi
4329	CA	Sacramento	4435 Florin Rd	95823	(916) 391-0200	Nor-Cal Venture Group, Inc.	Anil	Yadav
4330	CA	Sacramento	4300 Madison Ave	95842	(916) 331-2868	Nor-Cal Venture Group, Inc.	Anil	Yadav
4404	CA	Sacramento	8349 Folsom Blvd	95826	(916) 381-2261	Anand, Inc.	Dharmesh	Patel
450	CA	Salinas	645 S Main St	93901	(831) 758-6218	Central Coast Restaurants Inc.	Michael	Flores
3422	CA	Salinas	1810 N Main St	93906	(831) 449-5158	Central Coast Restaurants Inc.	Michael	Flores
3459	CA	Salinas	1225 De La Torre St	93905	(831) 769-9604	Central Coast Restaurants Inc.	Michael	Flores
4339	CA	Salinas	1540 N Sanborn Rd	93905	(831) 783-1615	Central Coast Restaurants Inc.	Michael	Flores
4393	CA	Salinas	975 N Main St	93906	(831) 758-2959	Central Coast Restaurants Inc.	Michael	Flores
163	CA	San Bernardino	497 S E St	92401	(909) 889-4724	SB Food Express, Inc.	Hai	Zaidul
177	CA	San Bernardino	1605 E Highland Ave	92404	(909) 884-8915	OC Food Express, Inc.	Hai	Zaidul
194	CA	San Bernardino	495 N D St	92401	(909) 889-4984	OC Food Express, Inc.	Hai	Zaidul
371	CA	San Bernardino	303 E Base Line St	92410	(909) 885-7382	OC Food Express, Inc.	Hai	Zaidul
5308	CA	San Bernardino	193 E 40th St	92404	(909) 883-6737	Desert Jack, LLC	Terry	Shindle
5322	CA	San Bernardino	1148 Coulston St	92408	(909) 796-4517	SB Food Express, Inc.	Hai	Zaidul
5415	CA	San Bernardino	25699 Baseline St	92410	(909) 383-4554	Highland Food Express, Inc.	Hai	Zaidul
404	CA	San Bruno	1700 El Camino Real	94066	(650) 869-5261	Parivar, Inc.	Anil	Yadav
468	CA	San Carlos	1100 El Camino Real	94070	(650) 592-3124	Golden State Jacks, Inc.	Beryl	Haroan
378	CA	San Clemente	2398 S El Camino Real	92672	(949) 498-7530	KIPER ENTERPRISES, INC.	Christina	Perucci
8	CA	San Diego	4815 Voltaire St	92107	(619) 223-7714	MZM Foods, Inc.	Maher	Samaan
14	CA	San Diego	6080 Mission Gorge Rd	92120	(619) 325-1799	N Farooqi Restaurants LLC	Dawood	Beshay
18	CA	San Diego	2890 El Cajon Blvd	92104	(619) 283-3412	DMSD Foods, Inc.	Dawood	Beshay

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
21	CA	San Diego	4751 El Cajon Blvd	92115	(619) 583-6942	Farooqi Restaurant Management, Inc.	Nasir	Farooqi
22	CA	San Diego	1340 Rosecrans St	92106	(619) 222-7608	MZM Foods, Inc.	Zakaria	Samaan
23	CA	San Diego	2959 Upas St	92104	(619) 295-8443	DMSD Foods, Inc.	Dawood	Beshay
26	CA	San Diego	3838 Midway Dr	92110	(619) 224-2122	Farooqi Restaurant Management, Inc.	Nasir	Farooqi
29	CA	San Diego	5155 College Ave	92115	(619) 286-0433	PGC Foods, LLC	Shane	Paul
31	CA	San Diego	1110 C St	92101	(619) 234-0785	DMSD Foods, Inc.	Dawood	Beshay
33	CA	San Diego	220 W Washington St	92103	(619) 260-8306	MZM Foods, Inc.	Maher	Samaan
37	CA	San Diego	7170 Linda Vista Rd	92111	(858) 571-1671	Charles J. Stauffer	Charles	Stauffer
44	CA	San Diego	1905 Garnet Ave	92109	(858) 272-5712	MZM Foods, Inc.	Maher	Samaan
60	CA	San Diego	9380 Mira Mesa Blvd	92126	(858) 566-0052	QSC Ventures Inc.	Charles	Stauffer
69	CA	San Diego	16725 Bernardo Center Dr	92128	(858) 485-5413	Restaurant Leadership Group, LLC	Dawood	Beshay
72	CA	San Diego	10809 Tierrasanta Blvd	92124	(858) 268-8228	Farooqi Restaurant Management, Inc.	Nasir	Farooqi
84	CA	San Diego	804 University Ave	92103	(619) 298-1273	MZM Foods, Inc.	Zakaria	Samaan
87	CA	San Diego	7425 Mission Gorge Rd	92120	(619) 265-2188	N Farooqi Properties, LLC	Nasir	Farooqi
90	CA	San Diego	1619 Pacific Hwy	92101	(619) 232-7316	PGC Foods, LLC	Shane	Paul
95	CA	San Diego	13245 Black Mountain Rd	92129	(858) 484-7696	MZM Foods, Inc.	Zakaria	Samaan
3012	CA	San Diego	3801 Murphy Canyon Rd	92123	(858) 467-1421	PGC Foods, LLC	Shane	Paul
3018	CA	San Diego	4375 Genesee Ave	92117	(858) 627-9738	MZM Foods, Inc.	Maher	Samaan
3021	CA	San Diego	7740 Hazard Center Dr	92108	(619) 295-6421	PGC Foods, LLC	Shane	Paul
3034	CA	San Diego	14371 Penasquitos Dr	92129	(858) 672-4637	Restaurant Leadership Group, LLC	Dawood	Beshay
3045	CA	San Diego	10537 Scripps Poway Pkwy	92131	(858) 549-9163	MZM Foods, Inc.	Maher	Samaan
3053	CA	San Diego	9215 Clairemont Mesa Blvd	92123	(858) 573-2972	MZM Foods, Inc.	Zakaria	Samaan
3058	CA	San Diego	2525 Otay Center Dr	92154	(619) 710-2427	Farooqi Restaurant Management, Inc.	Nasir	Farooqi
3077	CA	San Diego	2890 National Ave	92113	(619) 446-0000	DMSD Foods, Inc.	Dawood	Beshay
3086	CA	San Diego	6926 Miramar Rd	92121	(858) 547-9418	MS Restaurants, Inc.	Maher	Samaan
3389	CA	San Dimas	1125 W Arrow Hwy	91773	(909) 394-1919	North Star Food Services, Inc.	Gregory	Gribble
545	CA	San Francisco	400 Geary St	94102	(415) 673-0868	Gul Food Management, Inc.	Mazhar	Bhatti
556	CA	San Francisco	366 Bayshore Blvd	94124	(415) 641-8467	Gul Food Management, Inc.	Mazhar	Bhatti
558	CA	San Francisco	4649 Geary Blvd	94118	(415) 752-4916	Gul Food Management, Inc.	Mazhar	Bhatti
4409	CA	San Francisco	2739 Taylor Street	94133	(415) 674-4129	KAM Food Management Inc.	Mazhar	Bhatti
312	CA	San Gabriel	901 W Las Tunas Dr	91776	(626) 570-6131	JYM Enterprises, Inc.	Hisayo	Maki
3272	CA	San Jacinto	770 W Ramona Expy	92582	(951) 654-3374	Restaurant Leadership Group, LLC	Dawood	Beshay
5392	CA	San Jacinto	2291 W Esplanade Ave	92582	(951) 654-1310	David L. Flohr & Steven J. Flohr, PTRS	Steven	Flohr

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
407	CA	San Jose	1075 Willow St	95125	(408) 947-1488	Golden State Jacks, Inc.	Beryl	Haroan
409	CA	San Jose	148 E San Carlos St	95112	(408) 287-7520	Gogris Corporation	Shilpa	Gogri
439	CA	San Jose	1558 W San Carlos St	95126	(408) 293-9605	Mark III Inc.	Michael	Masiello
458	CA	San Jose	4602 Almaden Expy	95118	(408) 723-3845	South Bay Jack, Inc.	Michael	Flores
459	CA	San Jose	5220 Prospect Rd	95129	(408) 253-7149	Central Coast Restaurants Inc.	Michael	Flores
485	CA	San Jose	611 E Capitol Expy	95111	(408) 578-5057	LJ & MW Enterprises, Inc.	Larry	Jones
506	CA	San Jose	2195 Morrill Ave	95132	(408) 262-0633	AKKAM, INC.	Anil	Yadav
590	CA	San Jose	3395 Stevens Creek Blvd	95117	(408) 599-4371	JIB Restaurant Group, Inc.	Shang Chun	Hsia
595	CA	San Jose	6239 Santa Teresa Blvd	95119	(408) 225-5417	Central Coast Restaurants Inc.	Michael	Flores
3430	CA	San Jose	697 Curtner Ave	95125	(408) 267-6682	Golden State Jacks, Inc.	Beryl	Haroan
3443	CA	San Jose	3493 Mckee Rd	95127	(408) 599-4664	JIB Restaurant Group, Inc.	Shang Chun	Hsia
3464	CA	San Jose	6101 San Ignacio Ave	95119	(408) 629-4465	JB Restaurant #3464, Inc.	Larry	Jones
4408	CA	San Jose	1490 Monterey Rd	95110	(408) 295-5357	Golden State Jacks, Inc.	Beryl	Haroan
540	CA	San Leandro	699 Lewelling Blvd Ste 120	94579	(510) 352-4849	Dhillon & Hurtado Enterprises LLC	Romana	Macario
4391	CA	San Leandro	15025 Hesperian Blvd	94578	(510) 481-1880	Parivar, Inc.	Anil	Yadav
491	CA	San Lorenzo	17550 Hesperian Blvd	94580	(510) 481-2697	Dhillon & Hurtado Enterprises LLC	Romana	Macario
3290	CA	San Luis Obispo	390 Santa Rosa St	93405	(805) 547-0852	SBF Foods, LLC	Pankaj	Bhatia
71	CA	San Marcos	1655 Capalina Rd	92069	(760) 744-9144	Beshay Foods, Inc.	Dawood	Beshay
96	CA	San Marcos	717 San Marcos Blvd	92078	(760) 744-2893	Beshay Foods, Inc.	Dawood	Beshay
542	CA	San Pablo	14395 San Pablo Ave	94806	(510) 232-0905	SA UZ Khan Mgmt, Inc.	Mazhar	Bhatti
4353	CA	San Pablo	50 San Pablo Towne Ctr	94806	(510) 412-9712	Gul Food Management, Inc.	Mazhar	Bhatti
461	CA	San Rafael	1814 2nd St	94901	(415) 453-8510	North Bay Jack, Inc.	Ali	Morovat
519	CA	Sanger	1300 Jensen Ave	93657	(559) 875-7824	Fresno Foods, LLC	Behzad	Nematzadeh
157	CA	Santa Ana	1502 S Main St	92707	(714) 543-9433	Kigar, LLC	Jaime	Garcia
397	CA	Santa Ana	719 N Bristol St	92703	(714) 835-4610	S&S Coastal Foods, LLC	Sam	Abraham
3158	CA	Santa Ana	820 N Harbor Dr	92703	(714) 554-1692	SB Food Express, Inc.	Hai	Zaidul
3180	CA	Santa Ana	601 N Main St	92701	(714) 836-4368	S&S Coastal Foods, LLC	Sam	Abraham
3187	CA	Santa Ana	720 E Dyer Rd	92705	(714) 546-4296	Makar Foods, Inc.	George	Crankshaw
3198	CA	Santa Ana	1300 W Edinger Ave	92704	(714) 754-7290	PCH Venture Group East, Inc.	Lee	Su
3241	CA	Santa Ana	2502 S Harbor Blvd	92704	(714) 662-3563	GCP Enterprises, Inc.	Gino	Perucci
3527	CA	Santa Ana	3710 S Bristol St	92704	(714) 241-1185	LMS Group, Inc.	Lee	Su
3545	CA	Santa Ana	1730 E Edinger Ave	92705	(714) 259-7824	Jokar Enterprises, Inc.	Mark	Graffius
359	CA	Santa Barbara	3747 State St	93105	(805) 682-8674	SBF Foods, LLC	Pankaj	Bhatia

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
366	CA	Santa Barbara	501 N Milpas St	93103	(805) 965-7714	SBF Foods, LLC	Pankaj	Bhatia
401	CA	Santa Clara	3367 El Camino Real	95051	(408) 249-7940	JB Restaurant #401, Inc.	Larry	Jones
423	CA	Santa Clara	911 El Camino Real	95050	(408) 244-0255	Golden State Jacks, Inc.	Beryl	Haroan
3467	CA	Santa Clara	3465 Homestead Rd	95051	(408) 599-0306	JIB Restaurant Group, Inc.	Shang Chun	Hsia
4388	CA	Santa Clara	2845 Augustine Dr	95054	(408) 969-0887	JB Restaurant #4388, Inc.	Larry	Jones
369	CA	Santa Clarita	22908 Lyons Ave	91321	(661) 254-3330	Newco Foods, Inc.	Sudesh	Sood
3344	CA	Santa Clarita	26547 Bouquet Canyon Rd	91350	(661) 297-4881	MEL-Z ENTERPRISE, INC.	Melvin	Thompson Sr
3595	CA	Santa Clarita	18525 Via Princessa	91387	(661) 251-0017	MEL-Z ENTERPRISE, INC.	Melvin	Thompson Sr
444	CA	Santa Cruz	640 Ocean St	95060	(831) 425-8964	Central Coast Restaurants Inc.	Michael	Flores
5333	CA	Santa Fe Springs	13402 Imperial Hwy	90670	(562) 407-2069	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh
3209	CA	Santa Maria	1041 E Main St	93454	(805) 346-1190	SBF Foods, LLC	Pankaj	Bhatia
3317	CA	Santa Maria	2306 S Broadway	93454	(805) 922-0627	SBF Foods, LLC	Pankaj	Bhatia
9001	CA	Santa Maria	830 S Broadway	93454	(805) 922-5693	SBF Foods, LLC	Pankaj	Bhatia
153	CA	Santa Monica	802 Santa Monica Blvd	90401	(310) 458-3584	Sage Restaurants LLC	Wilfredo	Herrera
274	CA	Santa Monica	2025 Lincoln Blvd	90405	(310) 450-2927	Dhillon Foods, Inc.	Priya	Dhillon
165	CA	Santa Paula	306 S Palm Ave	93060	(805) 525-7992	Herrick Foods, LLC	Mike	Herrick
463	CA	Santa Rosa	1004 Steele Ln	95403	(707) 526-9877	TJLM Food Services, Inc.	Lauren	Tom
497	CA	Santa Rosa	2550 Hoen Frontage Rd	95405	(707) 526-9050	Reshiv, Inc.	Ali	Morovat
554	CA	Santa Rosa	425 Sebastopol Rd	95407	(707) 571-0153	North Bay Jack, Inc.	Ali	Morovat
581	CA	Santa Rosa	3086 Marlow Rd	95403	(707) 545-5834	Gul Food Management, Inc.	Mazhar	Bhatti
3497	CA	Santa Rosa	2755 Santa Rosa Ave	95407	(707) 535-0258	North Bay Jack, Inc.	Ali	Morovat
20	CA	Santee	9337 Mission Gorge Rd	92071	(619) 448-1245	PGC Foods, LLC	Shane	Paul
3007	CA	Santee	10330 Mast Blvd	92071	(619) 562-4473	DMSD Foods, Inc.	Dawood	Beshay
3056	CA	Santee	8500 Magnolia Ave	92071	(619) 258-5492	Farooqi Restaurant Management, Inc.	Nasir	Farooqi
4401	CA	Scotts Valley	6014 Scotts Valley Dr	95066	(831) 430-9262	Golden State Jacks, Inc.	Beryl	Haroan
454	CA	Seaside	1533 Fremont Blvd	93955	(831) 394-2747	Central Coast Restaurants Inc.	Michael	Flores
3395	CA	Selma	2867 Highland Ave	93662	(559) 898-0206	VTP Enterprises	Patrice	Roux
3565	CA	Sepulveda	15651 Nordhoff St	91343	(818) 893-9919	Sood Enterprises, Inc.	Rashmi	Sood
5409	CA	Signal Hill	801 E Spring St	90755	(562) 426-3069	Jushen Restaurants, Inc.	Priya	Dhillon
3281	CA	Simi Valley	1579 Los Angeles Ave	93065	(805) 520-1666	AmberJack Partners	Heather	Goss
3365	CA	Simi Valley	5798 E Los Angeles Ave	93063	(805) 526-2440	Ocean View Foods, Inc.	Terence	Jones
3540	CA	Simi Valley	130 Cochran St	93065	(805) 955-0799	AmberJack Partners	Heather	Goss
3466	CA	Sonoma	602 W Napa St	95476	(707) 935-0258	North Bay Jack, Inc.	Ali	Morovat

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
518	CA	Sonora	13751 Mono Way	95370	(209) 532-2900	Nor-Cal Venture Group, Inc.	Anil	Yadav
3228	CA	South Gate	8920 Atlantic Ave	90280	(323) 569-2335	Dhillon Foods, Inc.	Priya	Dhillon
7321	CA	South Lake Tahoe	2649 Lake Tahoe Blvd	96150	(775) 360-2621	Emerald Cascade Restaurant Systems, Inc	Adam	Gonzales
448	CA	South San Francisco	201 S Spruce St	94080	(650) 588-7400	AV Inc.	Anil	Yadav
516	CA	South San Francisco	1695 El Camino Real	94080	(650) 994-8245	Resham, Inc.	Anil	Yadav
65	CA	Spring Valley	10255 Campo Rd	91978	(619) 660-0905	PGC Foods, LLC	Shane	Paul
73	CA	Spring Valley	1047 Sweetwater Rd	91977	(619) 464-0705	Charles J. Stauffer	Charles	Stauffer
3204	CA	Stanton	7482 Katella Ave	90680	(714) 891-6024	Makar Foods, Inc.	George	Crankshaw
460	CA	Stockton	6200 Pacific Ave	95207	(209) 957-8173	Yadav, Inc.	Anil	Yadav
464	CA	Stockton	1504 Pacific Ave	95204	(209) 466-9256	Varris Management, Inc.	Anil	Yadav
486	CA	Stockton	920 E Hammer Ln	95210	(209) 473-7016	S T M, Inc.	Tony	Romley
534	CA	Stockton	2592 W March Ln	95207	(209) 951-6424	Varris Management, Inc.	Anil	Yadav
565	CA	Stockton	3506 W Hammer Ln	95219	(209) 951-6818	Yadav, Inc.	Anil	Yadav
3408	CA	Stockton	4989 S Highway 99	95215	(209) 943-2157	Varris Management, Inc.	Anil	Yadav
4370	CA	Stockton	733 W Charter Wy	95206	(209) 465-2682	Vansh, Inc.	Anil	Yadav
4374	CA	Stockton	10858 Trinity Park Way	95219	(209) 956-0596	Varris Management, Inc.	Anil	Yadav
4406	CA	Stockton	1916 E March Ln	95210	(209) 662-8317	AV Inc.	Anil	Yadav
3483	CA	Suisun City	499 Grizzly Island Rd	94585	(707) 426-6119	Golden State Jacks, Inc.	Beryl	Haroan
341	CA	Sun Valley	7955 Vineland Ave	91352	(818) 764-0359	Bromley Foods, Inc.	Terence	Jones
3432	CA	Susanville	2910 Main St	96130	(775) 360-2600	Emerald Cascade Restaurant Systems, Inc	Adam	Gonzales
3231	CA	Tehachapi	801 Tucker Rd	93561	(661) 822-1316	Envision Foods, LLC	Terry	Shindle
48	CA	Temecula	27410 Jefferson Ave	92590	(951) 676-6037	DMSD Foods, Inc.	Dawood	Beshay
3364	CA	Temecula	40412 Winchester Rd	92591	(951) 699-5668	DMSD Foods, Inc.	Dawood	Beshay
5449	CA	Temecula	29105 Old Town Front Street	92590	(951) 506-3322	DMSD Foods, Inc.	Dawood	Beshay
3156	CA	Temple City	9965 Lower Azusa Rd	91780	(626) 401-9730	JYM Enterprises, Inc.	John	Maki
5442	CA	Thermal	2086 Service Rd	92274	(760) 394-1989	Desert Jack, LLC	Terry	Shindle
351	CA	Thousand Oaks	484 Moorpark Rd	91360	(805) 495-7874	Ocean View Foods, Inc.	Terence	Jones
5444	CA	Thousand Oaks	917 Academy Dr	91320	(805) 241-4932	Bromley Foods, Inc.	Terence	Jones
3374	CA	Thousand Palms	72955 Varner Rd	92276	(760) 343-3796	Desert Jack, LLC	Terry	Shindle
230	CA	Torrance	17916 Hawthorne Blvd	90504	(310) 370-9262	BB 2008 Inc.	Lee	Su
261	CA	Torrance	4911 Torrance Blvd	90503	(310) 371-8306	Dhillon Foods, Inc.	Priya	Dhillon
267	CA	Torrance	2760 Cabrillo Ave	90501	(310) 212-0967	LIHWA Group, Inc.	Erh-Mei	Su
3155	CA	Torrance	835 W Carson St	90502	(310) 212-0972	EBS Foods, LLC	Eddie	Nieves

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
3288	CA	Torrance	2705 Pacific Coast Hwy	90505	(310) 534-0220	PCH Venture Group, Inc.	Erh-Mei	Su
3332	CA	Torrance	2186 Redondo Beach Blvd	90504	(310) 538-1459	JVS Foods, Inc.	Victoria	Su
5350	CA	Torrance	3940 Redondo Beach Blvd	90504	(310) 715-6494	Jushen Restaurants, Inc.	Priya	Dhillon
3270	CA	Trabuco Canyon	21602 Plano Trabuco Rd	92679	(949) 589-3276	S&S Coastal Foods, LLC	Sam	Abraham
557	CA	Tracy	611 W Grant Line Rd	95376	(209) 836-2673	Varris Management, Inc.	Anil	Yadav
4300	CA	Tracy	1935 W 11th St	95376	(209) 836-2087	Varris Management, Inc.	Anil	Yadav
4376	CA	Tracy	3400 Macarthur Dr	95376	(209) 839-9732	Vansh, Inc.	Anil	Yadav
480	CA	Tulare	444 E Tulare Ave	93274	(559) 688-6464	VTP Enterprises	Patrice	Roux
466	CA	Turlock	100 N Golden State Blvd	95380	(209) 669-6585	CALJAX, INC.	Metri	Lutfi
3409	CA	Turlock	1951 Lander Rd	95380	(209) 634-5848	CALJAX, INC.	Metri	Lutfi
3484	CA	Turlock	2601 Geer Rd	95382	(209) 656-1845	CALJAX, INC.	Metri	Lutfi
295	CA	Tustin	14002 Newport Ave	92780	(714) 832-4203	FEAST Foods, LLC	Bashir	Eramya
396	CA	Tustin	17401 17th St	92780	(714) 731-9960	JDC Food Services, Inc.	Caryn	Ochoa
3275	CA	Tustin	3089 Edinger Ave	92780	(949) 857-0849	JDC Food Services, Inc.	Caryn	Ochoa
3563	CA	Twentynine Palms	73762 29 Palms Hwy	92277	(760) 361-5117	Desert Jack, LLC	Terry	Shindle
3469	CA	Ukiah	1115 Airport Park Blvd	95482	(707) 462-5296	North Bay Jack, Inc.	Ali	Morovat
186	CA	Upland	611 W Foothill Blvd	91786	(909) 946-9588	WHG Restaurant Group, Inc.	Gregory	Gribble
475	CA	Vacaville	290 E Monte Vista Ave	95688	(707) 448-0192	Devika Restaurants Inc.	Dev	Sagar
551	CA	Vacaville	1035 Alamo Dr	95687	(707) 446-2645	Gogris Corporation	Shilpa	Gogri
587	CA	Vacaville	1130 Leisure Town Rd	95687	(707) 448-1383	Nor-Cal Venture Group, Inc.	Anil	Yadav
3475	CA	Vacaville	220 Nut Tree Pkwy	95687	(707) 446-2366	Nor-Cal Venture Group, Inc.	Anil	Yadav
3390	CA	Valencia	28144 The Old Rd	91355	(661) 295-3258	MEL-Z ENTERPRISE, INC.	Melvin	Thompson Sr
5319	CA	Valencia	28083 Newhall Ranch Rd	91355	(661) 257-9267	MEL-Z ENTERPRISE, INC.	Melvin	Thompson Sr
470	CA	Vallejo	400 Broadway St	94590	(707) 554-3562	Golden State Jacks, Inc.	Beryl	Haroan
520	CA	Vallejo	1610 Lewis Brown Dr	94589	(707) 552-8307	Golden State Jacks, Inc.	Beryl	Haroan
330	CA	Van Nuys	6416 Woodman Ave	91401	(818) 909-0066	Sood Enterprises, Inc.	Sudesh	Sood
337	CA	Van Nuys	6847 Van Nuys Blvd	91405	(818) 782-1823	Sood Enterprises, Inc.	Rashmi	Sood
3205	CA	Van Nuys	6351 Sepulveda Blvd	91411	(818) 988-4049	Sood Enterprises, Inc.	Rashmi	Sood
3553	CA	Van Nuys	16860 Vanowen St	91406	(818) 779-1350	Sood Enterprises, Inc.	Usha	Sood
372	CA	Ventura	2352 E Thompson Blvd	93003	(805) 643-6617	Sood Enterprises, Inc.	Sudesh	Sood
3354	CA	Ventura	2115 S Victoria Ave	93003	(805) 658-1723	Sood Enterprises, Inc.	Sudesh	Sood
361	CA	Victorville	14618 7th St	92392	(760) 243-7575	Envision Foods, LLC	Terry	Shindle
3184	CA	Victorville	12134 Hesperia Rd	92392	(760) 241-7479	Envision Foods, LLC	Terry	Shindle

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
3269	CA	Victorville	12440 Amargosa Rd	92392	(760) 241-0740	Envision Foods, LLC	Terry	Shindle
5399	CA	Victorville	14515 Mojave Dr	92394	(760) 241-3022	Envision Foods, LLC	Terry	Shindle
427	CA	Visalia	1120 S Mooney Blvd	93277	(559) 732-0522	VTP Enterprises	Patrice	Roux
3440	CA	Visalia	1400 N Ben Maddox Way	93292	(559) 741-1116	VTP Enterprises	Patrice	Roux
3592	CA	Visalia	5340 W Cypress Ave	93277	(559) 739-7369	VTP Enterprises	Patrice	Roux
4412	CA	Visalia	107 W Caldwell Ave	93277	(559) 749-0191	VTP Enterprises	Patrice	Roux
55	CA	Vista	815 E Vista Way	92084	(760) 758-2146	Beshay Foods, Inc.	Dawood	Beshay
3002	CA	Vista	740 Sycamore Rd	92083	(760) 727-4081	Beshay Foods, Inc.	Dawood	Beshay
3019	CA	Vista	1471 N Santa Fe Ave	92084	(760) 630-4895	Beshay Foods, Inc.	Dawood	Beshay
3029	CA	Vista	260 S Melrose Dr	92081	(760) 940-8255	Restaurant Leadership Group, LLC	Dawood	Beshay
3032	CA	Vista	3281 Business Park Dr	92081	(760) 734-1816	Beshay Foods, Inc.	Dawood	Beshay
3082	CA	Vista	1004 S Santa Fe Ave	92084	(760) 758-3082	Beshay Foods, Inc.	Dawood	Beshay
3210	CA	Walnut	1245 N Grand Ave	91789	(909) 595-9856	JYM Enterprises, Inc.	John	Maki
417	CA	Walnut Creek	2295 N Main St	94596	(925) 944-5690	Ara Hospitality Services Inc.	Sushma	Gupta
4383	CA	Wasco	1920 Highway 46	93280	(661) 758-4754	EBS Foods, LLC	Eddie	Nieves
574	CA	Watsonville	1085 S Green Valley Rd	95076	(831) 724-3993	Central Coast Restaurants Inc.	Michael	Flores
358	CA	West Covina	2548 S Azusa Ave	91792	(626) 912-0784	Double G Partners	Garren	Grieve
3456	CA	West Sacramento	775 Harbor Pointe Pl	95605	(916) 374-8319	Vanmel, Inc.	Anil	Yadav
150	CA	Westminster	15521 Brookhurst St	92683	(714) 839-2339	Jokar Enterprises, Inc.	Mark	Graffius
3338	CA	Westminster	13721 Goldenwest St	92683	(714) 899-9112	ITNA Group, Inc.	Abdul	Sadruddin
221	CA	Whittier	13400 Telegraph Rd	90605	(562) 941-6480	TBS Foods, Inc.	Behzad	Nematzadeh
297	CA	Whittier	11303 Washington Blvd	90606	(562) 699-2684	Three Powers Foods, Inc.	Cedric	Fong
3221	CA	Whittier	13561 Whittier Blvd	90605	(562) 696-7188	Food Expo, Inc.	Alex	Carcavallo
3303	CA	Whittier	14437 Telegraph Rd	90604	(562) 204-0614	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh
5321	CA	Whittier	15948 Whittier Blvd	90603	(562) 943-2834	Square King Foods, Inc.	Sam	Fong
5364	CA	Wildomar	36196 Hidden Springs Rd	92595	(951) 678-8833	DMSD Foods, Inc.	Dawood	Beshay
4357	CA	Willits	788 S Main St	95490	(707) 459-4129	North Bay Jack, Inc.	Ali	Morovat
3151	CA	Wilmington	1010 W Pacific Coast Hwy	90744	(310) 835-5308	PCH Venture Group, Inc.	Erh-Mei	Su
3196	CA	Woodcrest	17022 Van Buren Blvd	92504	(951) 780-4951	DMSD Foods, Inc.	Dawood	Beshay
512	CA	Woodland	1200 E Main St	95776	(530) 666-4374	Nor-Cal Venture Group, Inc.	Anil	Yadav
3457	CA	Woodland	2010 E Main St	95776	(530) 669-6606	Nor-Cal Venture Group, Inc.	Anil	Yadav
343	CA	Woodland Hills	22664 Ventura Blvd	91364	(818) 224-3460	Sood Enterprises, Inc.	Sudesh	Sood
353	CA	Woodland Hills	22730 Victory Blvd	91367	(818) 715-0550	Sood Enterprises, Inc.	Usha	Sood

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
3347	CA	Woodland Hills	20037 Ventura Blvd	91364	(818) 887-9339	Sood Enterprises, Inc.	Sudesh	Sood
3588	CA	Yermo	35745 Ghost Town Rd	92398	(760) 254-3543	JIB Holdings I, LLC	Terry	Shindle
3234	CA	Yorba Linda	21430 Yorba Linda Blvd	92887	(714) 970-2862	Graffius & Graffius, Inc.	Mark	Graffius
546	CA	Yuba City	1111 Colusa Ave	95991	(530) 673-0230	Nor-Cal Venture Group, Inc.	Anil	Yadav
4359	CA	Yuba City	1030 Tharp Rd	95993	(530) 673-3283	Nor-Cal Venture Group, Inc.	Anil	Yadav
169	CA	Yucaipa	34504 Yucaipa Blvd	92399	(909) 797-5344	OC Food Express, Inc.	Hai	Zaidul
3306	CA	Yucca Valley	57930 29 Palms Hwy	92284	(760) 369-0904	Desert Jack, LLC	Terry	Shindle
8128	CO	Aurora	15255 E 38th Ave	80011	(303) 371-1501	SNN Denver Foods LLC	Murat	Celik
8137	CO	Aurora	15399 E Mississippi Ave	80017	(303) 745-0247	SNN Denver Foods LLC	Murat	Celik
8162	CO	Brighton	64 W Bromley Lane	80601	(303) 659-6649	Feast Enterprises LLC	Lawrence	Roher
8140	CO	Broomfield	2105 W 136th Ave	80023	(303) 280-8266	Feast Enterprises LLC	Lawrence	Roher
8157	CO	Castle Rock	27 Wolfensberger Rd	80109	(303) 660-5114	SNN Denver Foods LLC	Murat	Celik
8142	CO	Colorado Springs	3654 Austin Bluffs Pkwy	80918	(719) 900-5990	Sierra Monterey Restaurant Systems, Inc.	Caleb	Sayler
8143	CO	Colorado Springs	3690 New Center Point Blvd	80922	(719) 900-5991	Sierra Monterey Restaurant Systems, Inc.	Caleb	Sayler
8136	CO	Commerce City	6015 E Parkway Dr	80022	(303) 287-8274	Feast Enterprises LLC	Lawrence	Roher
8160	CO	Denver	2020 S Federal Blvd	80219	(303) 934-4435	SNN Denver Foods LLC	Murat	Celik
8145	CO	Fountain	6314 S US Highway 85-87	80817	(719) 900-5992	Sierra Monterey Restaurant Systems, Inc.	Caleb	Sayler
8130	CO	Golden	16750 W Colfax Ave	80401	(303) 384-3783	SNN Denver Foods LLC	Murat	Celik
8131	CO	Parker	11179 S Pikes Peak Dr	80138	(303) 840-1807	SNN Denver Foods LLC	Murat	Celik
8159	CO	Pueblo	910 W US Highway 50	81008	(719) 900-5993	Sierra Monterey Restaurant Systems, Inc.	Caleb	Sayler
8135	CO	Thornton	9703 Washington St	80229	(303) 920-1214	Feast Enterprises LLC	Lawrence	Roher
8138	CO	Westminster	7311 Sheridan Blvd	80003	(720) 540-4233	Feast Enterprises LLC	Lawrence	Roher
8129	CO	Wheat Ridge	5165 Kipling St	80033	(303) 423-0169	Feast Enterprises LLC	Lawrence	Roher
8255	GU	Tamuning Guam	1355 Route 1 N Marine Corp Dr	96913	(671) 922-5225	Blue Pacific Guam, LLC	Christopher	Scanlan
8223	HI	Hilo	50 E Puainako St	96720	(808) 959-3111	Scanlan Management LLC	Christopher	Scanlan
8201	HI	Honolulu	535 Dillingham Blvd	96817	(808) 847-3837	Scanlan Management LLC	Christopher	Scanlan
8203	HI	Honolulu	2183 N King St	96819	(808) 847-6058	Scanlan Management LLC	Christopher	Scanlan
8204	HI	Honolulu	1970 S King St	96826	(808) 949-1471	Scanlan Management LLC	Christopher	Scanlan
8205	HI	Honolulu	2317 N School St	96819	(808) 841-7211	Scanlan Management LLC	Christopher	Scanlan
8208	HI	Honolulu	875 Kapiolani Blvd	96813	(808) 593-8076	Scanlan Management LLC	Christopher	Scanlan
8210	HI	Honolulu	633 Kapahulu Ave	96815	(808) 735-2696	Scanlan Management LLC	Christopher	Scanlan
8213	HI	Honolulu	4510 Salt Lake Blvd	96818	(808) 487-2423	Scanlan Management LLC	Christopher	Scanlan
8227	HI	Honolulu	1001 Bishop St	96813	(808) 523-9884	Scanlan Management LLC	Christopher	Scanlan

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
8230	HI	Honolulu	4859 Warden Ave	96818	(808) 422-6887	Scanlan Management LLC	Christopher	Scanlan
8237	HI	Honolulu	1525 S King St	96826	(808) 941-1429	Scanlan Management LLC	Christopher	Scanlan
8244	HI	Honolulu	1180 S King St	96814	(808) 591-1096	Scanlan Management LLC	Christopher	Scanlan
8254	HI	Honolulu	1450 Ala Moana Blvd Ste 1298	96814	(808) 941-1150	Scanlan Management LLC	Christopher	Scanlan
8256	HI	Honolulu	5722 Kalanianaole Hwy	96821	(808) 373-7973	Scanlan Management LLC	Christopher	Scanlan
8212	HI	Kahului	150 E Kamehameha Ave	96732	(808) 871-6526	Scanlan Management LLC	Christopher	Scanlan
8219	HI	Kailua	112 Oneawa St	96734	(808) 263-6441	Scanlan Management LLC	Christopher	Scanlan
8251	HI	Kailua Kona	75-934 Henry St	96740	(808) 331-8808	Scanlan Management LLC	Christopher	Scanlan
8211	HI	Kaneohe	45-960 Kam Hwy	96744	(808) 247-1766	Scanlan Management LLC	Christopher	Scanlan
8246	HI	Kapolei	591 Farrington Hwy	96707	(808) 674-9607	Scanlan Management LLC	Christopher	Scanlan
8222	HI	Kihei	1301 S Kihei Rd	96753	(808) 874-0155	Scanlan Management LLC	Christopher	Scanlan
8253	HI	Lihue	4454 Nuhou St	96766	(808) 245-3443	Scanlan Management LLC	Christopher	Scanlan
8259	HI	Mililani	95-1249 Meheula Pkwy	96789	(808) 625-2811	Scanlan Management LLC	Christopher	Scanlan
8233	HI	Pearl City	384 Kamehameha Hwy	96782	(808) 487-8404	Scanlan Management LLC	Christopher	Scanlan
8209	HI	Wahiawa	11 S Kamehameha Hwy	96786	(808) 621-8113	Scanlan Management LLC	Christopher	Scanlan
8252	HI	Waianae	85-950 Farrington Hwy	96792	(808) 668-2164	Scanlan Management LLC	Christopher	Scanlan
8245	HI	Wailuku	700 Lower Main St	96793	(808) 249-2943	Scanlan Management LLC	Christopher	Scanlan
8207	HI	Waimanalo	41-1537 Kalanianaole Hwy	96795	(808) 259-8127	Scanlan Management LLC	Christopher	Scanlan
8206	HI	Waipahu	94-866 Moloalo Ave	96797	(808) 671-0033	Scanlan Management LLC	Christopher	Scanlan
8217	HI	Waipahu	94-839 Ukee St	96797	(808) 671-2448	Scanlan Management LLC	Christopher	Scanlan
8249	HI	Waipahu	94-327 Kunia Rd	96797	(808) 671-2300	Scanlan Management LLC	Christopher	Scanlan
6000	ID	Boise	1302 S Orchard St	83705	(208) 342-2666	FEAST Foods, LLC	Shayne	Stimpson
6004	ID	Boise	2611 S Broadway Ave	83706	(208) 336-8088	FEAST Foods, LLC	Shayne	Stimpson
6005	ID	Boise	3220 N Cole Rd	83704	(208) 322-5005	FEAST Foods, LLC	Shayne	Stimpson
6020	ID	Boise	6300 N Eagle Rd	83713	(208) 938-5360	FEAST Foods, LLC	Shayne	Stimpson
6026	ID	Boise	10496 Overland Rd	83709	(208) 658-0508	FEAST Foods, LLC	Shayne	Stimpson
6032	ID	Boise	7040 W State St	83714	(208) 853-5250	FEAST Foods, LLC	Shayne	Stimpson
6040	ID	Boise	1124 S Vista Ave	83705	(208) 429-4171	FEAST Foods, LLC	Shayne	Stimpson
6057	ID	Boise	9052 W Fairview Ave	83704	(208) 377-9113	FEAST Foods, LLC	Shayne	Stimpson
6059	ID	Boise	3220 W State St	83703	(208) 345-3656	FEAST Foods, LLC	Shayne	Stimpson
6024	ID	Burley	491 N Overland Ave	83318	(208) 678-3399	FEAST Foods, LLC	Shayne	Stimpson
6001	ID	Caldwell	703 N 10th Ave	83605	(208) 454-6441	FEAST Foods, LLC	Shayne	Stimpson
6058	ID	Caldwell	4214 E Ustick Rd	83605	(208) 459-6058	FEAST Foods, LLC	Shayne	Stimpson

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
6045	ID	Chubbuck	4640 Yellowstone Ave	83202	(208) 238-3383	JIB Idaho, Inc.	Gabriel	Karroum
6012	ID	Coeur D Alene	196 Ironwood Dr	83814	(208) 664-8411	FEAST Foods, LLC	Shayne	Stimpson
6068	ID	Coeur D'alene	2754 N Ramsey Rd	83815	(208) 666-6068	FEAST Foods, LLC	Shayne	Stimpson
6016	ID	Idaho Falls	424 S Woodruff Ave	83401	(208) 528-9489	SGK Idaho, Inc.	Simon	Karroum
6021	ID	Idaho Falls	1458 W Broadway St	83402	(208) 552-2613	SGK Idaho, Inc.	Simon	Karroum
6070	ID	Jerome	2710 S Lincoln Ave	83338	(208) 324-8593	FEAST Foods, LLC	Shayne	Stimpson
6014	ID	Lewiston	1903 G St	83501	(208) 798-7410	FEAST Foods, LLC	Shayne	Stimpson
6010	ID	Meridian	207 E Fairview Ave	83642	(208) 884-8992	FEAST Foods, LLC	Shayne	Stimpson
6033	ID	Meridian	3010 E Goldstone Dr Unit E	83642	(208) 884-3755	FEAST Foods, LLC	Shayne	Stimpson
6017	ID	Mountain Home	3100 Foothills Ave	83647	(208) 587-2007	FEAST Foods, LLC	Shayne	Stimpson
6002	ID	Nampa	804 12th Ave Rd	83686	(208) 467-2023	FEAST Foods, LLC	Shayne	Stimpson
6009	ID	Nampa	1920 Caldwell Blvd	83651	(208) 463-0175	FEAST Foods, LLC	Shayne	Stimpson
6023	ID	Nampa	1700 N Franklin Blvd	83687	(208) 463-0301	FEAST Foods, LLC	Shayne	Stimpson
6038	ID	Nampa	16101 Idaho Center Blvd	83687	(208) 463-7613	FEAST Foods, LLC	Shayne	Stimpson
6015	ID	Pocatello	1611 Pocatello Creek Rd	83201	(208) 234-9305	SGK Idaho, Inc.	Simon	Karroum
6025	ID	Pocatello	123 S 4th St	83201	(208) 478-8035	SGK Idaho, Inc.	Simon	Karroum
6069	ID	Post Falls	850 North Highway 41	83854	(208) 777-6069	FEAST Foods, LLC	Shayne	Stimpson
6030	ID	Rexburg	461 N 2nd E	83440	(208) 656-9284	SGK Idaho, Inc.	Simon	Karroum
6037	ID	Sandpoint	717 N 5th Ave	83864	(208) 265-0710	FEAST Foods, LLC	Shayne	Stimpson
6019	ID	Twin Falls	1501 Blue Lakes Blvd N	83301	(208) 733-4942	FEAST Foods, LLC	Shayne	Stimpson
1405	IL	Alton	1649 Washington Ave	62002	(618) 465-0093	Illinois Jack, LLC	Kelly	Kuhlmann
1408	IL	Alton	101 Homer M Adams Pkwy	62002	(618) 462-9905	Illinois Jack, LLC	Kelly	Kuhlmann
1415	IL	Belleville	500 S Illinois St	62220	(618) 235-9008	Illinois Jack, LLC	Kelly	Kuhlmann
1411	IL	Collinsville	9502 Collinsville Rd	62234	(618) 344-7848	Illinois Jack, LLC	Kelly	Kuhlmann
1414	IL	Edwardsville	300 S Buchanan St	62025	(618) 692-1414	Illinois Jack, LLC	Kelly	Kuhlmann
1418	IL	Glen Carbon	31 Junction Dr	62034	(618) 655-0570	Illinois Jack, LLC	Kelly	Kuhlmann
1402	IL	Granite City	3330 Nameoki Rd	62040	(618) 877-8884	Illinois Jack, LLC	Kelly	Kuhlmann
1416	IL	Granite City	2163 Madison Ave	62040	(618) 452-5847	Illinois Jack, LLC	Kelly	Kuhlmann
1421	IL	Litchfield	1 Corvette Dr	62056	(217) 324-3300	Illinois Jack, LLC	Kelly	Kuhlmann
1412	IL	O Fallon	1360 W Us Highway 50	62269	(618) 632-1460	Illinois Jack, LLC	Kelly	Kuhlmann
1410	IL	Swansea	1800 N Illinois St	62226	(618) 277-1822	Illinois Jack, LLC	Kelly	Kuhlmann
1413	IL	Troy	830 Edwardsville Rd	62294	(618) 667-3000	Illinois Jack, LLC	Kelly	Kuhlmann
1403	IL	Wood River	41 E Edwardsville Rd	62095	(618) 254-2098	Illinois Jack, LLC	Kelly	Kuhlmann

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
6209	IN	Indianapolis	8950 S Us 31	46227	(317) 859-2803	DMSD Management, LLC	Monica	Bartolo
6210	IN	Indianapolis	2130 N Post Rd	46219	(317) 897-8043	DMSD Management, LLC	Monica	Bartolo
6214	IN	Indianapolis	5613 W 38th St	46254	(317) 291-5703	DMSD Management, LLC	Monica	Bartolo
6200	KS	Kansas City	211 S 18th St	66102	(913) 371-0911	Golden State Restaurants Inc.	Beryl	Haroan
6202	KS	Kansas City	10630 Parallel Pkwy	66109	(913) 287-5512	Golden State Restaurants Inc.	Beryl	Haroan
6208	KS	Merriam	9101 Johnson Dr	66202	(913) 236-9671	MFT - KC Enterprises LP	Daniel	Oswald
6204	KS	Olathe	17820 W 119th St	66061	(913) 227-0782	MFT - KC Enterprises LP	Daniel	Oswald
6201	KS	Overland Park	10317 Metcalf Ave	66212	(913) 381-2618	MFT - KC Enterprises LP	Daniel	Oswald
6308	LA	Baton Rouge	8919 Siegen Ln	70810	(225) 819-9838	Jackiana, LLC	Todd	Keller
6309	LA	Baton Rouge	11310 Airline Hwy	70816	(225) 293-0602	Jackiana, LLC	Todd	Keller
6310	LA	Baton Rouge	9316 Burbank Dr	70820	(225) 766-1470	Jackiana, LLC	Todd	Keller
6311	LA	Baton Rouge	13520 Florida Blvd	70819	(225) 272-4590	Jackiana, LLC	Todd	Keller
6312	LA	Baton Rouge	508 S Foster Dr	70806	(225) 928-4700	Jackiana, LLC	Todd	Keller
6315	LA	Baton Rouge	2181 S Sherwood Forest Blvd	70816	(225) 273-1003	Jackiana, LLC	Todd	Keller
6316	LA	Baton Rouge	7725 Airline Hwy	70815	(225) 248-1644	Jackiana, LLC	Todd	Keller
6319	LA	Baton Rouge	3255 Highland Rd	70802	(225) 343-6091	Jackiana, LLC	Todd	Keller
6323	LA	Baton Rouge	11682 Plank Rd	70811	(225) 775-0324	Jackiana, LLC	Todd	Keller
6326	LA	Baton Rouge	10432 Sullivan Rd	70818	(225) 262-7665	Jackiana, LLC	Todd	Keller
6327	LA	Baton Rouge	8008 Scenic Hwy	70807	(225) 774-9775	Jackiana, LLC	Todd	Keller
6329	LA	Baton Rouge	8110 Florida Blvd	70806	(225) 925-0004	Jackiana, LLC	Todd	Keller
6335	LA	Baton Rouge	2805 Scenic Hwy	70805	(225) 356-1215	Jackiana, LLC	Todd	Keller
6318	LA	Gonzales	2123 W Highway 30	70737	(225) 647-6106	Jackiana, LLC	Todd	Keller
6321	LA	Gonzales	1703 N Airline Hwy	70737	(225) 647-3603	Jackiana, LLC	Todd	Keller
6340	LA	Sulphur	2484 S Cities Service Hwy	70665	(337) 625-6633	TLIG Restaurants, LLC	Opiah	Izu
6322	LA	Walker	28175 Walker Rd S	70785	(225) 791-1594	Jackiana, LLC	Todd	Keller
4059	MO	Arnold	1289 Jeffco Blvd	63010	(636) 296-2123	Missouri Jack, LLC	Kelly	Kuhlmann
4038	MO	Berkeley	9707 Natural Bridge Rd	63134	(314) 423-0244	Missouri Jack, LLC	Kelly	Kuhlmann
6205	MO	Blue Springs	808 N 7 Hwy	64014	(816) 220-3180	Golden State Restaurants Inc.	Beryl	Haroan
4037	MO	Bridgeton	12298 Saint Charles Rock Rd	63044	(314) 739-2373	Missouri Jack, LLC	Kelly	Kuhlmann
6228	MO	Columbia	1401 Grindstone Pkwy	65201	(573) 256-2008	Missouri Jack, LLC	Kelly	Kuhlmann
4048	MO	Crestwood	9805 Watson Rd	63126	(314) 965-0363	Missouri Jack, LLC	Kelly	Kuhlmann
4092	MO	Cuba	1112 Oak Hill Ave	65453	(573) 885-3223	Missouri Jack, LLC	Kelly	Kuhlmann
4061	MO	Desloge	1208 N Desloge St	63601	(573) 431-5111	Missouri Jack, LLC	Kelly	Kuhlmann

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
4073	MO	Earth City	3404 Rider Trl S	63045	(314) 739-2046	Missouri Jack, LLC	Kelly	Kuhlmann
4007	MO	Ellisville	15354 Manchester Rd	63011	(636) 391-7829	Missouri Jack, LLC	Kelly	Kuhlmann
4060	MO	Farmington	795 Maple Valley Dr	63640	(573) 756-8010	Missouri Jack, LLC	Kelly	Kuhlmann
4093	MO	Fenton	986 S Highway Dr	63026	(636) 326-4084	Missouri Jack, LLC	Kelly	Kuhlmann
4123	MO	Festus	899 Veterans Blvd	63028	(636) 931-5561	Missouri Jack, LLC	Kelly	Kuhlmann
4006	MO	Florissant	4595 Washington St	63033	(314) 831-0971	Missouri Jack, LLC	Kelly	Kuhlmann
4016	MO	Florissant	2095 N US Highway 67	63033	(314) 831-1928	Missouri Jack, LLC	Kelly	Kuhlmann
4045	MO	Florissant	11204 W Florissant Ave	63033	(314) 831-2530	Missouri Jack, LLC	Kelly	Kuhlmann
4072	MO	Florissant	158 Howdershell Rd	63031	(314) 921-1800	Missouri Jack, LLC	Kelly	Kuhlmann
4049	MO	Hazelwood	6100 Howdershell Rd	63042	(314) 895-1716	Missouri Jack, LLC	Kelly	Kuhlmann
4052	MO	Hazelwood	322 Taylor Rd	63042	(314) 895-3322	Missouri Jack, LLC	Kelly	Kuhlmann
4095	MO	Herculaneum	1197 Scenic Dr	63048	(636) 479-7241	Missouri Jack, LLC	Kelly	Kuhlmann
4094	MO	High Ridge	5300 Caroline Dr	63049	(636) 376-5924	Missouri Jack, LLC	Kelly	Kuhlmann
4099	MO	Imperial	1202 Main St	63052	(636) 467-2478	Missouri Jack, LLC	Kelly	Kuhlmann
6231	MO	Independence	14000 E 42nd St S	64055	(816) 226-4519	MFT - KC Enterprises LP	Daniel	Oswald
6229	MO	Jefferson City	2333 Missouri Blvd	65109	(573) 761-5416	Missouri Jack, LLC	Kelly	Kuhlmann
4124	MO	Lake Saint Louis	459 Hawk Ridge Trail Dr	63367	(636) 625-1993	Missouri Jack, LLC	Kelly	Kuhlmann
6217	MO	Lees Summit	951 Ne Sam Walton Lane	64086	(816) 554-0265	Golden State Restaurants Inc.	Beryl	Haroan
4031	MO	Maplewood	7520 Manchester Rd	63143	(314) 645-4722	Missouri Jack, LLC	Kelly	Kuhlmann
4034	MO	Marlborough	7960 Watson Rd	63119	(314) 961-6985	Missouri Jack, LLC	Kelly	Kuhlmann
4047	MO	O Fallon	415 S Main St	63366	(636) 240-7510	Missouri Jack, LLC	Kelly	Kuhlmann
4097	MO	O Fallon	910 Bryan Rd	63366	(636) 272-7242	Missouri Jack, LLC	Kelly	Kuhlmann
4058	MO	Oakville	5624 Telegraph Rd	63129	(314) 846-9770	Missouri Jack, LLC	Kelly	Kuhlmann
4076	MO	Saint Ann	11122 Saint Charles Rock Rd	63074	(314) 739-0039	Missouri Jack, LLC	Kelly	Kuhlmann
4044	MO	Saint Charles	1992 Zumbehl Rd	63303	(636) 949-2310	Missouri Jack, LLC	Kelly	Kuhlmann
4078	MO	Saint Charles	3710 Elm St	63301	(636) 947-4010	Missouri Jack, LLC	Kelly	Kuhlmann
4084	MO	Saint Charles	1016 S 5th St	63301	(636) 896-8092	Missouri Jack, LLC	Kelly	Kuhlmann
4017	MO	Saint Louis	1242 Hampton Ave	63139	(314) 644-2547	Missouri Jack, LLC	Kelly	Kuhlmann
4018	MO	Saint Louis	4292 Bayless Ave	63123	(314) 631-4749	Missouri Jack, LLC	Kelly	Kuhlmann
4020	MO	Saint Louis	5600 S Grand Blvd	63111	(314) 571-9551	Missouri Jack, LLC	Kelly	Kuhlmann
4024	MO	Saint Louis	4201 S Kingshighway Blvd	63109	(314) 351-0952	Missouri Jack, LLC	Kelly	Kuhlmann
4027	MO	Saint Louis	2163 S Grand Ave	63104	(314) 773-1553	Missouri Jack, LLC	Kelly	Kuhlmann
4028	MO	Saint Louis	10460 Page Blvd	63132	(314) 428-6207	Missouri Jack, LLC	Kelly	Kuhlmann

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
4036	MO	Saint Louis	1807 Gravois Ave	63104	(314) 773-2636	Missouri Jack, LLC	Kelly	Kuhlmann
4040	MO	Saint Louis	2666 Telegraph Rd	63125	(314) 894-8716	Missouri Jack, LLC	Kelly	Kuhlmann
4043	MO	Saint Louis	9970 Kennerly Rd	63128	(314) 842-2180	Missouri Jack, LLC	Kelly	Kuhlmann
4046	MO	Saint Louis	4500 Lemay Ferry Rd	63129	(314) 487-2285	Missouri Jack, LLC	Kelly	Kuhlmann
4071	MO	Saint Louis	11830 Lusher Rd	63138	(314) 741-8770	Missouri Jack, LLC	Kelly	Kuhlmann
4090	MO	Saint Louis	10866 Lilac Ave	63137	(314) 867-5416	Missouri Jack, LLC	Kelly	Kuhlmann
4122	MO	Saint Louis	4111 Lindell Blvd	63108	(314) 652-1649	Missouri Jack, LLC	Kelly	Kuhlmann
4030	MO	Saint Peters	4124 Mexico Rd	63376	(636) 928-8941	Missouri Jack, LLC	Kelly	Kuhlmann
4098	MO	Saint Peters	6096 Mid Rivers Mall Dr	63304	(636) 447-2084	Missouri Jack, LLC	Kelly	Kuhlmann
5001	MO	Saint Peters	299 Salt Lick Rd Ste 100	63376	(636) 279-6053	Missouri Jack, LLC	Kelly	Kuhlmann
4053	MO	Sullivan	633 E Springfield Rd	63080	(573) 468-2500	Missouri Jack, LLC	Kelly	Kuhlmann
4125	MO	Troy	302 Highway 47 E	63379	(636) 528-2802	Missouri Jack, LLC	Kelly	Kuhlmann
4120	MO	Union	101 Bourbeuse River Access	63084	(636) 584-8497	Missouri Jack, LLC	Kelly	Kuhlmann
4074	MO	University City	6950 Olive Blvd	63130	(314) 862-6070	Missouri Jack, LLC	Kelly	Kuhlmann
4089	MO	Vinita Park	8307 Page Ave	63130	(314) 429-0228	Missouri Jack, LLC	Kelly	Kuhlmann
4054	MO	Warrenton	605 N Service Rd	63383	(636) 456-8500	Missouri Jack, LLC	Kelly	Kuhlmann
4081	MO	Washington	1930 Washington Xing	63090	(636) 390-4671	Missouri Jack, LLC	Kelly	Kuhlmann
4086	MO	Weldon Spring	6000 S Highway 94	63304	(636) 329-1460	Missouri Jack, LLC	Kelly	Kuhlmann
4085	MO	Wentzville	1992 Wentzville Pkwy	63385	(636) 332-2277	Missouri Jack, LLC	Kelly	Kuhlmann
6801	NC	Charlotte	7806 Forest Point Blvd	28217	(704) 527-1681	Southeast Jack, Inc.	Waseem	Khan
6804	NC	Charlotte	7000 Wt Harris Blvd	28269	(704) 921-4450	Southeast Jack, Inc.	Waseem	Khan
6807	NC	Charlotte	337 Westinghouse Blvd	28273	(704) 583-9191	Southeast Jack, Inc.	Waseem	Khan
6819	NC	Charlotte	10121 N Tryon St	28262	(704) 503-6882	Southeast Jack, Inc.	Waseem	Khan
6821	NC	Charlotte	10525 Mallard Creek Rd	28262	(704) 549-0522	Southeast Jack, Inc.	Waseem	Khan
6825	NC	Charlotte	10730 S Tryon St	28273	(704) 588-1015	Southeast Jack, Inc.	Waseem	Khan
6826	NC	Charlotte	220 N Hoskins Rd	28216	(704) 392-6166	Southeast Jack, Inc.	Waseem	Khan
6835	NC	Charlotte	7725 Pineville Matthews Rd	28226	(704) 752-6885	Southeast Jack, Inc.	Waseem	Khan
6850	NC	Charlotte	4505 Randolph Rd	28211	(704) 362-1709	Southeast Jack, Inc.	Waseem	Khan
6808	NC	Concord	943 Concord Pkwy S	28027	(704) 789-9619	Southeast Jack, Inc.	Waseem	Khan
6812	NC	Concord	7770 Lyles Ln	28027	(704) 979-0300	Southeast Jack, Inc.	Waseem	Khan
6834	NC	Conover	510 10th St Nw	28613	(828) 695-1638	Southeast Jack, Inc.	Waseem	Khan
6836	NC	Dallas	102 College View Dr	28034	(704) 922-9178	Southeast Jack, Inc.	Waseem	Khan
6803	NC	Gastonia	3618 E Franklin Blvd	28056	(704) 823-1903	Southeast Jack, Inc.	Waseem	Khan

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
6839	NC	Hendersonville	76 Highlands Square Dr	28792	(828) 697-0390	Southeast Jack, Inc.	Waseem	Khan
6823	NC	Hickory	1776 Catawba Valley Blvd Se	28602	(828) 304-8295	Southeast Jack, Inc.	Waseem	Khan
6829	NC	Hickory	603 Us Highway 321 Nw	28601	(828) 328-3058	Southeast Jack, Inc.	Waseem	Khan
6847	NC	Monroe	1600 E Roosevelt Blvd	28112	(704) 225-7742	Southeast Jack, Inc.	Waseem	Khan
6815	NC	Shelby	455 Earl Rd	28150	(704) 480-6842	Southeast Jack, Inc.	Waseem	Khan
1261	NM	Albuquerque	3501 State Highway 528 NW	87114	(505) 898-5205	Dancel, L.L.C.	Laura	Olguin
1264	NM	Albuquerque	2721 Carlisle Blvd Ne	87110	(505) 888-8954	Dancel, L.L.C.	Laura	Olguin
1265	NM	Albuquerque	10100 Central Ave Se	87123	(505) 332-9282	Dancel, L.L.C.	Laura	Olguin
1267	NM	Albuquerque	7601 Menaul Blvd Ne	87110	(505) 293-1504	Dancel, L.L.C.	Laura	Olguin
1268	NM	Albuquerque	301 98th St Nw	87121	(505) 833-4000	Dancel, L.L.C.	Laura	Olguin
1258	NM	Las Cruces	501 S Telshor Blvd	88011	(575) 522-3740	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
1269	NM	Las Cruces	4615 Sonoma Ranch Blvd	88011	(575) 373-0205	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
1263	NM	Rio Rancho	3609 State Highway 528 Ne	87144	(505) 771-2100	Dancel, L.L.C.	Laura	Olguin
7211	NV	Boulder City	1101 Nevada Hwy	89005	(702) 294-1909	Silver State Restaurants Inc	Ali	Navaie
7308	NV	Carson City	309 E William St	89701	(775) 360-2608	Emerald Cascade Restaurant Systems, Inc	Adam	Gonzales
7320	NV	Carson City	3225 Retail Dr	89706	(775) 360-2620	Emerald Cascade Restaurant Systems, Inc	Adam	Gonzales
7317	NV	Dayton	3 Retail Rd	89403	(775) 360-2617	Emerald Cascade Restaurant Systems, Inc	Adam	Gonzales
7322	NV	Elko	2423 Mountain City Hwy	89801	(775) 360-2622	Emerald Cascade Restaurant Systems, Inc	Adam	Gonzales
7307	NV	Fallon	55 S Taylor St	89406	(775) 360-2607	Emerald Cascade Restaurant Systems, Inc	Adam	Gonzales
7315	NV	Fernley	225 US Highway 95A N	89408	(775) 360-2615	Emerald Cascade Restaurant Systems, Inc	Adam	Gonzales
7309	NV	Gardnerville	1345 US Highway 395 N	89410	(775) 360-2609	Emerald Cascade Restaurant Systems, Inc	Adam	Gonzales
7217	NV	Henderson	290 S Boulder Hwy	89015	(702) 558-7477	Silver State Restaurants Inc	Ali	Navaie
7236	NV	Henderson	5 S Gibson Rd	89012	(702) 558-6506	Indo Cal Foods, Inc.	Jyoti	Madhura
7247	NV	Henderson	10505 S Eastern Ave	89052	(702) 616-6777	Indo Cal Foods, Inc.	Jyoti	Madhura
7255	NV	Henderson	1261 W Warm Springs Rd	89014	(702) 434-1472	Indo Cal Foods, Inc.	Jyoti	Madhura
7261	NV	Henderson	26 W Horizon Ridge Pkwy #110	89012	(702) 382-9300	Indo Cal Foods, Inc.	Jyoti	Madhura
7271	NV	Henderson	4161 Saint Rose Pkwy Ste B	89044	(702) 260-8596	Indo Cal Foods, Inc.	Jyoti	Madhura
7200	NV	Las Vegas	8221 S Fort Apache Rd	89178	(702) 597-0041	SJS Management Corporation	Jyoti	Madhura
7201	NV	Las Vegas	3703 E Flamingo Rd	89121	(702) 451-0950	Indo Cal Foods, Inc.	Jyoti	Madhura
7202	NV	Las Vegas	800 N Decatur	89107	(702) 870-1344	West Box LLC	Alonso	Alvarez
7203	NV	Las Vegas	6400 W Charleston Blvd	89146	(702) 870-1550	Desert Venture LLC	Shehzad	Gill
7204	NV	Las Vegas	4866 S Maryland Pkwy	89119	(702) 736-4846	Indo Cal Foods, Inc.	Jyoti	Madhura
7206	NV	Las Vegas	4970 Spring Mountain Rd	89146	(702) 367-4191	Desert Venture LLC	Shehzad	Gill

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
7207	NV	Las Vegas	804 N Nellis Blvd	89110	(702) 459-2404	Silver State Restaurants Inc	Ali	Navaie
7208	NV	Las Vegas	3235 W Tropicana Ave	89103	(702) 736-7458	Desert Venture LLC	Shehzad	Gill
7209	NV	Las Vegas	4385 Las Vegas Blvd N	89115	(702) 643-6569	West Box LLC	Alonso	Alvarez
7212	NV	Las Vegas	580 N Eastern Ave	89101	(702) 385-7022	Silver State Restaurants Inc	Ali	Navaie
7214	NV	Las Vegas	2301 S Decatur Blvd	89102	(702) 878-1288	Desert Venture LLC	Shehzad	Gill
7215	NV	Las Vegas	2550 S Maryland Pkwy	89109	(702) 731-9846	Silver State Restaurants Inc	Ali	Navaie
7219	NV	Las Vegas	2365 E Windmill Ln	89123	(702) 896-6633	Indo Cal Foods, Inc.	Jyoti	Madhura
7220	NV	Las Vegas	5605 S Rainbow Blvd	89118	(702) 368-1830	Desert Venture LLC	Shehzad	Gill
7221	NV	Las Vegas	1591 S Main St	89104	(702) 383-6908	Silver State Restaurants Inc	Ali	Navaie
7223	NV	Las Vegas	7510 W Lake Mead Blvd	89128	(702) 838-3900	West Box LLC	Alonso	Alvarez
7224	NV	Las Vegas	3680 Blue Diamond Rd	89139	(702) 260-7037	Desert Venture LLC	Shehzad	Gill
7225	NV	Las Vegas	4145 S Durango Dr	89147	(702) 367-2236	Desert Venture LLC	Shehzad	Gill
7227	NV	Las Vegas	3211 N Rancho Dr	89130	(702) 396-9946	West Box LLC	Alonso	Alvarez
7229	NV	Las Vegas	3311 S Nellis Blvd	89121	(702) 435-8957	Silver State Restaurants Inc	Ali	Navaie
7233	NV	Las Vegas	4640 E Russell Rd	89120	(702) 433-9100	Indo Cal Foods, Inc.	Jyoti	Madhura
7235	NV	Las Vegas	1610 N Lamb Blvd	89115	(702) 437-1292	Silver State Restaurants Inc	Ali	Navaie
7237	NV	Las Vegas	2301 S Fort Apache Rd	89117	(702) 562-0562	Desert Venture LLC	Shehzad	Gill
7239	NV	Las Vegas	8661 W Charleston Blvd	89117	(702) 804-5636	Desert Venture LLC	Shehzad	Gill
7241	NV	Las Vegas	6515 E Lake Mead Blvd	89156	(702) 459-7190	Silver State Restaurants Inc	Ali	Navaie
7243	NV	Las Vegas	455 Silverado Ranch Blvd	89123	(702) 407-5262	Indo Cal Foods, Inc.	Jyoti	Madhura
7244	NV	Las Vegas	6451 Boulder Hwy	89122	(702) 435-6116	Silver State Restaurants Inc	Ali	Navaie
7245	NV	Las Vegas	4040 S Rainbow Blvd	89103	(702) 227-1219	Desert Venture LLC	Shehzad	Gill
7246	NV	Las Vegas	4345 E Charleston Blvd	89104	(702) 440-8181	Silver State Restaurants Inc	Ali	Navaie
7249	NV	Las Vegas	7161 W Craig Rd	89129	(702) 395-0851	West Box LLC	Alonso	Alvarez
7251	NV	Las Vegas	1480 W Lake Mead Blvd	89106	(702) 638-4188	West Box LLC	Alonso	Alvarez
7252	NV	Las Vegas	9360 W Tropicana Ave	89147	(702) 251-1801	Desert Venture LLC	Shehzad	Gill
7253	NV	Las Vegas	6150 Las Vegas Blvd S	89119	(702) 614-8472	Indo Cal Foods, Inc.	Jyoti	Madhura
7256	NV	Las Vegas	780 E Flamingo Rd	89119	(702) 733-7713	Indo Cal Foods, Inc.	Jyoti	Madhura
7257	NV	Las Vegas	2970 E Desert Inn Rd	89121	(702) 733-1421	Silver State Restaurants Inc	Ali	Navaie
7258	NV	Las Vegas	3320 Las Vegas Blvd N	89115	(702) 651-0073	Silver State Restaurants Inc	Ali	Navaie
7260	NV	Las Vegas	3250 N Durango Dr Ste 100	89129	(702) 839-9221	West Box LLC	Alonso	Alvarez
7262	NV	Las Vegas	3790 E Tropicana Ave	89121	(702) 434-0093	Indo Cal Foods, Inc.	Jyoti	Madhura
7266	NV	Las Vegas	7025 S Durango Dr	89113	(702) 269-6283	Desert Venture LLC	Shehzad	Gill

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
7267	NV	Las Vegas	7980 S Rainbow Blvd	89139	(702) 270-2164	Desert Venture LLC	Shehzad	Gill
7268	NV	Las Vegas	7741 N El Capitan Way	89143	(702) 395-2832	West Box LLC	Alonso	Alvarez
7272	NV	Las Vegas	4860 S Decatur Blvd	89103	(702) 876-0346	Desert Venture LLC	Shehzad	Gill
7280	NV	Las Vegas	4570 W Cactus Ave	89141	(702) 736-0005	SJS Management Corporation	Jyoti	Madhura
7226	NV	Mesquite	320 Sandhill Rd	89027	(702) 346-1608	West Box LLC	Alonso	Alvarez
7205	NV	North Las Vegas	2104 Las Vegas Blvd N	89030	(702) 649-9201	West Box LLC	Alonso	Alvarez
7228	NV	North Las Vegas	3821 E Craig Rd	89030	(702) 643-2347	West Box LLC	Alonso	Alvarez
7231	NV	North Las Vegas	1845 W Craig Rd	89032	(702) 657-6154	West Box LLC	Alonso	Alvarez
7242	NV	North Las Vegas	5536 Camino Al Norte	89031	(702) 649-5222	West Box LLC	Alonso	Alvarez
7264	NV	North Las Vegas	6345 Losee Rd	89081	(702) 649-7199	West Box LLC	Alonso	Alvarez
7265	NV	North Las Vegas	4595 W Ann Rd	89031	(702) 631-4784	West Box LLC	Alonso	Alvarez
7279	NV	North Las Vegas	6445 N Aliante Pkwy	89084	(702) 660-0200	West Box LLC	Alonso	Alvarez
7276	NV	Pahrump	640 S Highway160	89048	(775) 727-3783	SJS Management Corporation	Jyoti	Madhura
7301	NV	Reno	5095 S Mccarran Blvd	89502	(775) 360-2601	Emerald Cascade Restaurant Systems, Inc	Adam	Gonzales
7302	NV	Reno	881 Apple St	89502	(775) 360-2602	Emerald Cascade Restaurant Systems, Inc	Adam	Gonzales
7305	NV	Reno	410 Keystone Ave	89503	(775) 360-2605	Emerald Cascade Restaurant Systems, Inc	Adam	Gonzales
7310	NV	Reno	10450 N Mccarran Blvd	89503	(775) 360-2610	Emerald Cascade Restaurant Systems, Inc	Adam	Gonzales
7314	NV	Reno	179 Damonte Ranch Pkwy	89521	(775) 360-2614	Emerald Cascade Restaurant Systems, Inc	Adam	Gonzales
7316	NV	Reno	185 Lemmon Dr	89506	(775) 360-2616	Emerald Cascade Restaurant Systems, Inc	Adam	Gonzales
7303	NV	Sparks	2289 Oddie Blvd	89431	(775) 360-2603	Emerald Cascade Restaurant Systems, Inc	Adam	Gonzales
7306	NV	Sparks	655 E Prater Way	89431	(775) 360-2606	Emerald Cascade Restaurant Systems, Inc	Adam	Gonzales
7318	NV	Sparks	122 Los Altos Pkwy	89436	(775) 360-2618	Emerald Cascade Restaurant Systems, Inc	Adam	Gonzales
7311	NV	Verdi	350 Interstate 80	89439	(775) 360-2611	Emerald Cascade Restaurant Systems, Inc	Adam	Gonzales
7319	NV	Winnemucca	218 W Winnemucca Blvd	89445	(775) 360-2619	Emerald Cascade Restaurant Systems, Inc	Adam	Gonzales
6220	OH	Cincinnati	5234 Ridge Ave	45213	(513) 531-5225	Midwest Jack, Inc.	Anil	Yadav
6219	OH	West Chester	7425 Tylersville Rd	45069	(513) 755-3000	Midwest Jack, Inc.	Anil	Yadav
6100	OK	Ada	1501 N Country Club Dr	74820	(580) 421-9695	Feast Texas LLC	Daniel	Myhren
6138	OK	Ardmore	1036 W Broadway St	73401	(580) 223-1886	Feast Texas LLC	Daniel	Myhren
6139	OK	Broken Arrow	2221 W Kenosha St	74012	(918) 258-0245	A 3 H Foods, LP	Gina	Wingate
6137	OK	Durant	2117 W Main St	74701	(580) 931-3502	Vinder Foods, LLC	Rabindranath	Viswanath
6149	OK	Edmond	2108 W Danforth Rd Coe	73003	(405) 359-4929	JIB QSR Oklahoma, LLC	Mohammed	Salous
4848	OK	Lawton	2601 Nw Cache Rd	73505	(580) 353-1801	Feast Texas LLC	Daniel	Myhren
6140	OK	Midwest City	7085 SE 29th St	73110	(405) 741-0101	JIB QSR Oklahoma, LLC	Mohammed	Salous

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
6144	OK	Moore	690 SW 19th St	73160	(405) 793-0546	JIB QSR Oklahoma, LLC	Mohammed	Salous
6141	OK	Norman	615 12th Ave NE	73070	(405) 329-2981	JIB QSR Oklahoma, LLC	Mohammed	Salous
6143	OK	Oklahoma City	540 S Macarthur Blvd	73128	(405) 948-3174	JIB QSR Oklahoma, LLC	Mohammed	Salous
6150	OK	Oklahoma City	7100 S May Ave	73159	(405) 684-2376	JIB QSR Oklahoma, LLC	Mohammed	Salous
6152	OK	Oklahoma City	5301 N May Ave	73112	(405) 917-7715	JIB QSR Oklahoma, LLC	Mohammed	Salous
6154	OK	Oklahoma City	1301 SE 44th Street	73129	(405) 604-0725	JIB QSR Oklahoma, LLC	Mohammed	Salous
6222	OK	Stillwater	508 E Hall Of Fame Ave	74075	(405) 624-0795	A 3 H Foods, LP	Gina	Wingate
6145	OK	Tulsa	10861 E 41st St	74146	(918) 660-7880	A 3 H Foods, LP	Gina	Wingate
6146	OK	Tulsa	4840 S Yale Ave	74135	(918) 493-6537	A 3 H Foods, LP	Gina	Wingate
6151	OK	Tulsa	10014 S Memorial Dr E	74133	(918) 298-4501	A 3 H Foods, LP	Gina	Wingate
7158	OR	Albany	1825 Pacific Blvd Se	97321	(541) 967-6107	Northwest Group, Inc.	Rajeev	Gupta
7114	OR	Beaverton	9450 Sw Beaverton Hillsdale Hw	97005	(503) 297-7044	Northwest Group, Inc.	Rajeev	Gupta
7118	OR	Beaverton	2920 Sw Cedar Hills Blvd	97005	(503) 627-0205	Northwest Group, Inc.	Rajeev	Gupta
7172	OR	Bend	805 Ne Third St	97701	(541) 330-1300	EBM Foods, Inc.	Miguel	Palos
7147	OR	Corvallis	550 Ne Circle Blvd	97330	(541) 757-3399	EBM Foods, Inc.	Miguel	Palos
7174	OR	Cottage Grove	1525 Gateway Blvd	97424	(541) 942-7010	EBM Foods, Inc.	Miguel	Palos
7153	OR	Eugene	1788 W 6th Ave	97402	(541) 343-1435	EBM Foods, Inc.	Miguel	Palos
7159	OR	Eugene	4384 Commerce St	97402	(541) 343-4114	EBM Foods, Inc.	Miguel	Palos
7170	OR	Forest Grove	3206 Pacific Ave	97116	(503) 359-5346	Northwest Group, Inc.	Rajeev	Gupta
7167	OR	Grants Pass	120 Hillcrest Dr	97526	(541) 474-7167	EBM Foods, Inc.	Miguel	Palos
7116	OR	Gresham	25678 Se Stark St	97030	(503) 674-8107	Northwest Group, Inc.	Rajeev	Gupta
7168	OR	Gresham	2196 Ne Burnside Rd	97030	(503) 492-4791	Northwest Group, Inc.	Rajeev	Gupta
7181	OR	Happy Valley	14667 Se Sunnyside Rd	97086	(503) 855-3360	Northwest Group, Inc.	Rajeev	Gupta
7140	OR	Hermiston	1305 N 1st St	97838	(541) 567-3671	FEAST Foods, LLC	Shayne	Stimpson
7120	OR	Hillsboro	1525 Se 21st Ave	97123	(503) 615-0957	Northwest Group, Inc.	Rajeev	Gupta
7129	OR	Hillsboro	7563 Se Tualatin Valley Hwy	97123	(503) 356-1796	Northwest Group, Inc.	Rajeev	Gupta
7150	OR	Hillsboro	21965 Nw Imbrie Dr	97124	(503) 693-8769	Northwest Group, Inc.	Rajeev	Gupta
7171	OR	Klamath Falls	3040 Washburn Wy	97603	(541) 885-7171	EBM Foods, Inc.	Miguel	Palos
7178	OR	Lebanon	2020 S Santiam Hwy	97355	(541) 258-7178	EBM Foods, Inc.	Miguel	Palos
7119	OR	Mcminnville	2565 Ne Highway 99w	97128	(503) 474-9717	Northwest Group, Inc.	Rajeev	Gupta
7102	OR	Medford	2002 N Pacific Hwy	97501	(541) 779-3208	EBM Foods, Inc.	Miguel	Palos
7103	OR	Medford	309 E Barnett Rd	97501	(541) 779-0506	EBM Foods, Inc.	Miguel	Palos
7166	OR	Medford	4150 S Pacific Hwy	97501	(541) 535-7822	EBM Foods, Inc.	Miguel	Palos

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
7123	OR	Milwaukie	14811 Se Mcloughlin Blvd	97267	(503) 353-9435	Northwest Group, Inc.	Rajeev	Gupta
7179	OR	Newberg	3101 E Portland Rd	97132	(503) 487-6682	Northwest Group, Inc.	Rajeev	Gupta
7107	OR	Ontario	1407 Sw 4th Ave	97914	(541) 889-8646	FEAST Foods, LLC	Shayne	Stimpson
7132	OR	Oregon City	19009 S Beavercreek Rd	97045	(503) 657-9868	Northwest Group, Inc.	Rajeev	Gupta
7149	OR	Pendleton	1904 Sw Court Pl	97801	(541) 278-7877	FEAST Foods, LLC	Shayne	Stimpson
7105	OR	Portland	921 S E Powell Blvd	97202	(503) 230-8930	Northwest Group, Inc.	Rajeev	Gupta
7112	OR	Portland	19110 Se Stark St	97233	(503) 667-5393	Northwest Group, Inc.	Rajeev	Gupta
7121	OR	Portland	4242 Se 82nd Ave	97266	(503) 772-1341	Northwest Group, Inc.	Rajeev	Gupta
7122	OR	Portland	500 Se 105th Ave	97216	(503) 408-1519	Northwest Group, Inc.	Rajeev	Gupta
7124	OR	Portland	7921 Martin Luther King Blvd	97211	(503) 285-7430	Northwest Group, Inc.	Rajeev	Gupta
7126	OR	Portland	2714 Ne 57th Ave	97213	(503) 282-8449	Northwest Group, Inc.	Rajeev	Gupta
7143	OR	Portland	10500 Se 82nd Ave	97086	(503) 775-6062	Northwest Group, Inc.	Rajeev	Gupta
7157	OR	Portland	12444 Ne Airport Way	97230	(503) 253-1437	Northwest Group, Inc.	Rajeev	Gupta
7160	OR	Portland	2260 Nw Wilson St	97210	(503) 224-2267	Northwest Group, Inc.	Rajeev	Gupta
7175	OR	Redmond	1830 N Highway 97	97756	(541) 504-4475	EBM Foods, Inc.	Miguel	Palos
7135	OR	Roseburg	1400 Ne Stephens St	97470	(541) 464-8025	EBM Foods, Inc.	Miguel	Palos
7115	OR	Salem	1940 Lancaster Dr Ne	97305	(503) 362-8850	Northwest Group, Inc.	Rajeev	Gupta
7117	OR	Salem	2801 Broadway St Ne	97303	(503) 585-4830	Northwest Group, Inc.	Rajeev	Gupta
7136	OR	Salem	4195 Portland Rd Ne	97301	(503) 363-3749	Northwest Group, Inc.	Rajeev	Gupta
7144	OR	Salem	2480 Mission St Se	97302	(503) 763-0393	Northwest Group, Inc.	Rajeev	Gupta
7152	OR	Salem	4770 Commercial St Se	97302	(503) 566-7240	Northwest Group, Inc.	Rajeev	Gupta
7133	OR	Springfield	4175 Main St	97478	(541) 736-3861	EBM Foods, Inc.	Miguel	Palos
7139	OR	Springfield	1805 Pioneer Pkwy E	97477	(541) 736-4934	EBM Foods, Inc.	Miguel	Palos
7145	OR	Springfield	3491 Hutton St	97477	(541) 736-8168	EBM Foods, Inc.	Miguel	Palos
7177	OR	The Dalles	1407 W 6th St	97058	(541) 296-4526	Northwest Group, Inc.	Rajeev	Gupta
7127	OR	Tigard	13090 Sw Pacific Hwy	97223	(503) 624-9594	Northwest Group, Inc.	Rajeev	Gupta
7155	OR	Tualatin	7700 Sw Nyberg St	97062	(503) 885-1389	Northwest Group, Inc.	Rajeev	Gupta
7182	OR	White City	2383 Ave A	97503	(541) 826-2010	EBM Foods, Inc.	Miguel	Palos
7154	OR	Wood Village	2602 Ne 238th Dr	97060	(503) 666-1282	Northwest Group, Inc.	Rajeev	Gupta
7128	OR	Woodburn	110 Arney Rd	97071	(503) 981-3338	Northwest Group, Inc.	Rajeev	Gupta
6419	SC	Anderson	4113 Clemson Blvd	29621	(864) 224-8983	Southeast Jack, Inc.	Waseem	Khan
6421	SC	Easley	6601 Calhoun Memorial Hwy	29640	(864) 306-8177	Southeast Jack, Inc.	Waseem	Khan
6404	SC	Greenville	1106 N Pleasantburg Dr	29607	(864) 609-0019	Southeast Jack, Inc.	Waseem	Khan

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
6413	SC	Greenville	1490 Poinsett Hwy	29609	(864) 467-0540	Southeast Jack, Inc.	Waseem	Khan
6417	SC	Greenville	1343 S Pleasantburg Dr	29605	(864) 422-1252	Southeast Jack, Inc.	Waseem	Khan
6401	SC	Rock Hill	895 Heckle Blvd	29730	(803) 366-3255	Southeast Jack, Inc.	Waseem	Khan
6403	SC	Rock Hill	1929 Springsteen Rd	29730	(803) 328-3600	Southeast Jack, Inc.	Waseem	Khan
6405	SC	Simpsonville	2609 Woodruff Rd	29681	(864) 297-0800	Southeast Jack, Inc.	Waseem	Khan
6418	SC	Simpsonville	695 Fairview Rd	29680	(864) 963-1841	Southeast Jack, Inc.	Waseem	Khan
6422	SC	Spartanburg	1500 Wo Ezell Blvd	29301	(864) 587-7100	Southeast Jack, Inc.	Waseem	Khan
6923	TN	Clarksville	40 Dover Crossing Rd	37042	(931) 648-4401	Trinity Restaurant Group West, LLC	Dino	Savant
6904	TN	Franklin	3000 Mallory Ln	37067	(615) 778-9575	Trinity Restaurant Group West, LLC	Dino	Savant
6902	TN	Hermitage	5656 Old Hickory Blvd	37076	(615) 883-5191	Trinity Restaurant Group West, LLC	Dino	Savant
6927	TN	Lebanon	509 S Cumberland St	37087	(615) 453-4767	Trinity Restaurant Group West, LLC	Dino	Savant
6913	TN	Murfreesboro	2181 Old Fort Pkwy	37129	(615) 904-1803	Trinity Restaurant Group West, LLC	Dino	Savant
6900	TN	Nashville	3900 Dickerson Pike	37207	(615) 865-8099	Trinity Restaurant Group West, LLC	Dino	Savant
6911	TN	Nashville	622 Mcgavock Pike	37214	(615) 232-9411	Trinity Restaurant Group West, LLC	Dino	Savant
6912	TN	Nashville	204 Largo Dr	37211	(615) 315-9206	Trinity Restaurant Group West, LLC	Dino	Savant
6919	TN	Nashville	5615 Charlotte Pike	37209	(615) 353-9032	Trinity Restaurant Group West, LLC	Dino	Savant
6922	TN	Nashville	1504 Hampton St	37207	(615) 228-1336	Trinity Restaurant Group West, LLC	Dino	Savant
6930	TN	Nashville	1000 Capital Funds Ct	37217	(615) 360-7766	Trinity Restaurant Group West, LLC	Dino	Savant
3799	TX	Allen	804 W Mcdermott Dr	75013	(972) 727-8327	MANNAT FOOD INC.	Mannu	Mehta
4798	TX	Allen	394 E Stacy Rd	75002	(214) 383-5660	MANNAT FOOD INC.	Mannu	Mehta
664	TX	Alvin	615 S Gordon St	77511	(281) 331-2311	MZK Enterprise, LLC	Moeez	Khan
3928	TX	Alvin	2805 N Highway 35	77511	(281) 331-2505	MZK Enterprise, LLC	Moeez	Khan
685	TX	Angleton	839 E Mulberry St	77515	(979) 583-2187	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
740	TX	Arlington	900 N Collins St	76011	(817) 274-0896	BDAA Holdings I, LLC	Bassam	Odeh
765	TX	Arlington	700 W Division St	76012	(817) 583-6430	Ibrahim Investment Corporation	Umar	Ibrahim
3715	TX	Arlington	3737 S Cooper St	76015	(817) 472-9462	BDAA Holdings I, LLC	Bassam	Odeh
3718	TX	Arlington	5775 W Pleasant Ridge Rd	76016	(817) 483-5812	BDAA Holdings I, LLC	Bassam	Odeh
3724	TX	Arlington	2880 E Pioneer Pkwy	76010	(817) 640-2145	BDAA Holdings I, LLC	Bassam	Odeh
3734	TX	Arlington	753 W Lamar Blvd	76012	(817) 861-2888	BDAA Holdings I, LLC	Bassam	Odeh
3738	TX	Arlington	1734 E Division St	76011	(817) 860-5842	BDAA Holdings I, LLC	Bassam	Odeh
3750	TX	Arlington	5340 Matlock Rd	76018	(817) 467-6611	Ibrahim Investment Corporation	Umar	Ibrahim
3759	TX	Arlington	2401 Se Green Oaks Blvd	76018	(817) 375-3756	Ibrahim Investment Corporation	Umar	Ibrahim
3777	TX	Arlington	5920 S Cooper St	76017	(817) 557-8743	Ibrahim Investment Corporation	Umar	Ibrahim

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
3782	TX	Arlington	901 Interstate 20 E	76018	(817) 419-9402	BDAA Holdings I, LLC	Bassam	Odeh
4746	TX	Arlington	4950 W Sublett Rd	76001	(817) 563-0087	Ibrahim Investment Corporation	Umar	Ibrahim
810	TX	Austin	7901 Burnet Rd	78757	(512) 454-1555	RRH - Austin, LLC	Clyde	Rucker
823	TX	Austin	1801 W Ben White Blvd	78704	(512) 442-1697	RRH - Austin, LLC	Clyde	Rucker
825	TX	Austin	814 E Rundberg Ln	78753	(512) 837-1232	RRH - Austin, LLC	Clyde	Rucker
840	TX	Austin	110 E William Cannon St	78745	(512) 442-0099	RRH - Austin, LLC	Clyde	Rucker
842	TX	Austin	904 E Braker Ln	78753	(512) 835-7054	RRH - Austin, LLC	Clyde	Rucker
843	TX	Austin	9825 Burnet Rd	78758	(512) 832-9323	RRH - Austin, LLC	Clyde	Rucker
845	TX	Austin	1936 E Oltorf St	78741	(512) 462-2676	RRH - Austin, LLC	Clyde	Rucker
848	TX	Austin	8630 N Lamar Blvd	78753	(512) 834-8924	RRH - Austin, LLC	Clyde	Rucker
865	TX	Austin	6419 Airport Blvd	78752	(512) 452-9291	RRH - Austin, LLC	Clyde	Rucker
867	TX	Austin	6210 W William Cannon Dr	78749	(512) 899-1312	RRH - Austin, LLC	Clyde	Rucker
869	TX	Austin	1000 E 41st St Unit K	78751	(512) 458-6252	RRH - Austin, LLC	Clyde	Rucker
904	TX	Austin	6133 E Ben White Blvd	78741	(512) 389-0490	RRH - Austin, LLC	Clyde	Rucker
905	TX	Austin	8706 E Us Highway 290	78724	(512) 928-8969	RRH - Austin, LLC	Clyde	Rucker
906	TX	Austin	7404 Mcneil Dr	78729	(512) 219-1809	RRH - Austin, LLC	Clyde	Rucker
907	TX	Austin	1151 Airport Blvd	78702	(512) 928-8381	RRH - Austin, LLC	Clyde	Rucker
912	TX	Austin	6540 Ed Bluestein Blvd	78723	(512) 927-0330	RRH - Austin, LLC	Clyde	Rucker
922	TX	Austin	12309 Dessau Rd	78754	(512) 491-8200	RRH - Austin, LLC	Clyde	Rucker
949	TX	Austin	9300 S IH 35 Ste A300 Bldg G	78748	(512) 291-1188	RRH - Austin, LLC	Clyde	Rucker
4845	TX	Austin	6800 Berkman Dr. Bldg. 1	78723	(512) 291-2210	RRH - Austin, LLC	Clyde	Rucker
3832	TX	Azle	509 Central Dr	76020	(817) 270-4465	Feast Texas LLC	Daniel	Myhren
3656	TX	Bacliff	4605 Highway 146	77518	(281) 339-6789	MZK Enterprise, LLC	Moeez	Khan
4756	TX	Balch Springs	12325 Lake June Rd	75180	(972) 329-5990	Aslam Group LLC	Christopher	Aslam
4812	TX	Bastrop	1641 Highway 71 E	78602	(512) 308-9561	RRH - Austin, LLC	Clyde	Rucker
680	TX	Bay City	2804 7th St	77414	(979) 583-2187	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
654	TX	Baytown	2210 N Alexander Dr	77520	(281) 422-3224	TLG Restaurants LLC	Opiah	Izu
3648	TX	Baytown	5107 East Fwy	77521	(281) 421-2259	TLG Restaurants LLC	Opiah	Izu
3668	TX	Baytown	8832 N Highway 146	77523	(281) 383-7363	TLG Restaurants LLC	Opiah	Izu
3936	TX	Baytown	3601 N Main St	77521	(281) 837-1046	TLG Restaurants LLC	Opiah	Izu
4749	TX	Baytown	4234 Decker Dr	77520	(281) 424-2450	TLG Restaurants LLC	Opiah	Izu
3646	TX	Beaumont	590 Washington Blvd	77705	(409) 832-4855	TLIG Restaurants, LLC	Opiah	Izu
3647	TX	Beaumont	5601 College St	77707	(409) 842-9480	TLIG Restaurants, LLC	Opiah	Izu

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
3686	TX	Beaumont	3885 Interstate 10 S	77705	(409) 842-3882	TLIG Restaurants, LLC	Opiah	Izu
3978	TX	Beaumont	7380 Highway 105	77713	(409) 898-1948	TLIG Restaurants, LLC	Opiah	Izu
4776	TX	Beaumont	1550 Interstate 10 E	77703	(409) 813-1641	TLIG Restaurants, LLC	Opiah	Izu
4808	TX	Beaumont	680 N 11th St	77702	(409) 832-6900	TLIG Restaurants, LLC	Opiah	Izu
3742	TX	Bedford	3355 Harwood Rd	76021	(817) 540-4933	Feast Texas LLC	Daniel	Myhren
3814	TX	Bellmead	1525 Interstate 35 N	76705	(254) 339-1413	Gulf Coast Jacks, Inc.	Umar	Ibrahim
4720	TX	Belton	2808 Oakmark Dr	76513	(254) 939-2168	Gulf Coast Jacks, Inc.	Umar	Ibrahim
756	TX	Benbrook	7901 Camp Bowie W Blvd	76116	(817) 244-0095	Indo Desert LLC	Steven	Myers
687	TX	Brenham	400 Highway 290 W	77833	(979) 836-2657	A 3 H Foods, LP	Mouhammad	Keshani
3654	TX	Brookshire	321 Fm 359 Rd S	77423	(281) 934-1616	Gulf Coast Jacks, Inc.	Christopher	Edwards
3664	TX	Brownsville	916 N Expressway	78521	(956) 541-8511	A3H Foods II, LP	Angel	Pulido
3674	TX	Brownsville	5120 S Padre Island Hwy	78521	(956) 831-7199	A3H Foods II, LP	Angel	Pulido
3676	TX	Brownsville	3355 International Blvd	78521	(956) 544-5999	A3H Foods II, LP	Angel	Pulido
3951	TX	Brownsville	2150 Paredes Line Rd	78521	(956) 550-8994	A3H Foods II, LP	Angel	Pulido
675	TX	Bryan	2906 S Texas Ave	77802	(979) 775-7103	A 3 H Foods, LP	Mouhammad	Keshani
3855	TX	Bryan	900 N Earl Rudder Fwy	77802	(979) 731-8893	A 3 H Foods, LP	Mouhammad	Keshani
919	TX	Buda	15320 S Intersate 35	78610	(512) 295-6786	RRH - Austin, LLC	Clyde	Rucker
774	TX	Carrollton	2666 Josey Ln	75007	(972) 245-2082	MANNAT FOOD INC.	Mannu	Mehta
4784	TX	Carrollton	2452 Luna Rd	75006	(972) 247-5181	TriBox, LLC	Yasin	Choudry
928	TX	Castle Hills	2299 Nw Military Hwy	78213	(210) 340-9084	San-Tex Restaurants, Inc.	Marco	Rivera
925	TX	Cedar Creek	111 W State Highway 21	78612	(512) 308-0387	RRH - Austin, LLC	Clyde	Rucker
3843	TX	Cedar Hill	412 N Highway 67	75104	(972) 293-9727	R&R Business Ventures, Inc.	Umar	Ibrahim
3764	TX	Centerville	1129 W St Marys St	75833	(903) 536-1022	LBY Foods, LLC	Yzaguirre	Luis
670	TX	Channelview	514 Sheldon Rd	77530	(281) 452-2918	TLG Restaurants LLC	Opiah	Izu
766	TX	Cleburne	603 W Henderson St	76033	(817) 202-0153	R&R Business Ventures, Inc.	Umar	Ibrahim
3829	TX	Cleburne	110 W Katherine P Rains Rd	76033	(817) 202-0145	R&R Business Ventures, Inc.	Umar	Ibrahim
691	TX	Cleveland	419 S Washington Ave	77327	(281) 592-9683	CNR QSR Holdings LP	Manuel	Colorado
677	TX	Clute	1041 W Plantation Dr	77531	(979) 583-2187	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
683	TX	College Station	1504 Texas Ave S	77840	(979) 693-4310	A 3 H Foods, LP	Mouhammad	Keshani
3945	TX	Columbus	2209 Highway 71 S	78934	(832) 503-8867	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
3905	TX	Conroe	3595 N Loop 336 E	77301	(936) 539-3814	A 3 H Foods, LP	Mouhammad	Keshani
3957	TX	Conroe	1300 League Line Rd	77301	(936) 890-2059	A 3 H Foods, LP	Mouhammad	Keshani
4713	TX	Conroe	9300 Highway 242	77385	(936) 271-3277	A 3 H Foods, LP	Mouhammad	Keshani

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
4810	TX	Conroe	1405 N Loop W 336	77304	(936) 441-5369	CNR QSR Holdings LP	Manuel	Colorado
3768	TX	Corinth	7900 S Interstate 35 E	76210	(940) 321-0727	Feast Texas LLC	Daniel	Myhren
4727	TX	Corpus Christi	3155 S Padre Island Dr	78415	(361) 225-3746	A3H Foods II, LP	Angel	Pulido
4728	TX	Corpus Christi	1502 Airline Rd Ste 302	78412	(361) 980-8067	A3H Foods II, LP	Angel	Pulido
4729	TX	Corpus Christi	10602 Ih 37	78410	(361) 242-9818	A3H Foods II, LP	Angel	Pulido
4751	TX	Corpus Christi	1238 Waldron Rd	78418	(361) 939-9643	A3H Foods II, LP	Angel	Pulido
4777	TX	Corpus Christi	6505 Everhart Rd	78413	(361) 225-2938	A3H Foods II, LP	Angel	Pulido
738	TX	Corsicana	1739 W 7th Ave	75110	(903) 872-4488	Ibrahim Investment Corporation	Umar	Ibrahim
3812	TX	Corsicana	2001 E Highway 31	75109	(903) 872-5944	Ibrahim Investment Corporation	Umar	Ibrahim
3995	TX	Crosby	13902 Fm 2100 Rd	77532	(281) 462-2527	TLG Restaurants LLC	Opiah	Izu
4835	TX	Cross Roads	11920 US Hwy 380	76227	(940) 365-9848	Feast Texas LLC	Daniel	Myhren
4826	TX	Crowley	800 S Crowley Rd	76036	(817) 297-2230	Ibrahim Investment Corporation	Umar	Ibrahim
3989	TX	Cypress	7021 Fry Rd	77433	(281) 856-8503	Gulf Coast Jacks, Inc.	Christopher	Edwards
4813	TX	Cypress	17926 Spring Cypress Rd	77429	(832) 503-8867	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
4843	TX	Cypress	14054 Grant Road	77429	(281) 516-9630	A 3 H Foods, LP	Mouhammad	Keshani
4849	TX	Cypress	9310 Barker Cypress Rd	77433	(281) 855-9919	A 3 H Foods, LP	Mouhammad	Keshani
701	TX	Dallas	11404 Garland Rd	75218	(214) 327-8363	J&F and Sons, LLC	Christopher	Aslam
702	TX	Dallas	3811 Live Oak St	75204	(214) 826-2470	Aslam Group LLC	Christopher	Aslam
703	TX	Dallas	1020 W Davis St	75208	(214) 946-5020	Aslam Group LLC	Christopher	Aslam
704	TX	Dallas	4402 Maple Ave	75219	(214) 521-2560	TriBox, LLC	Yasin	Choudry
705	TX	Dallas	404 W Illinois Ave	75224	(214) 946-5019	Aslam Group LLC	Christopher	Aslam
713	TX	Dallas	3117 Inwood Rd	75235	(214) 358-3966	J&F and Sons, LLC	Christopher	Aslam
715	TX	Dallas	3195 Royal Ln	75229	(214) 351-5580	J&F and Sons, LLC	Christopher	Aslam
722	TX	Dallas	10107 Marsh Ln	75229	(214) 350-2632	Prime Foods, Inc.	Tanzeem	Rizvi
727	TX	Dallas	6308 Gaston Ave	75214	(214) 823-3881	TriBox, LLC	Yasin	Choudry
734	TX	Dallas	6355 E Mockingbird Ln	75214	(214) 826-7320	TriBox, LLC	Yasin	Choudry
744	TX	Dallas	3232 N Buckner Blvd	75228	(214) 328-5844	J&F and Sons, LLC	Christopher	Aslam
748	TX	Dallas	13555 Preston Rd	75240	(972) 239-2782	Tash Foods, LLC	Tanzeem	Rizvi
749	TX	Dallas	9661 Skillman St	75243	(214) 340-3321	Tash Foods, LLC	Tanzeem	Rizvi
783	TX	Dallas	4210 N Central Expy	75206	(214) 823-3650	TriBox, LLC	Yasin	Choudry
799	TX	Dallas	8227 Park Ln	75231	(214) 368-1849	Tash Foods, LLC	Tanzeem	Rizvi
3704	TX	Dallas	2720 W Northwest Hwy	75220	(214) 352-9049	Prime Foods, Inc.	Tanzeem	Rizvi
3733	TX	Dallas	18220 Dallas Pkwy	75287	(972) 732-0033	MANNAT FOOD INC.	Mannu	Mehta

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
3744	TX	Dallas	7940 Lbj Fwy	75251	(972) 404-8706	Aysha Foods, Inc.	Tariq	Ahmed
3757	TX	Dallas	2727 W Wheatland Rd	75237	(972) 780-9494	Ibrahim Investment Corporation	Umar	Ibrahim
3758	TX	Dallas	2405 Royal Ln	75229	(972) 406-1023	TriBox, LLC	Yasin	Choudry
3767	TX	Dallas	2204 W Northwest Hwy	75220	(214) 351-3104	TriBox, LLC	Yasin	Choudry
3780	TX	Dallas	2323 W Ledbetter Dr	75224	(214) 333-7606	Aslam Group LLC	Christopher	Aslam
3824	TX	Dallas	7410 Bonnie View Rd	75241	(972) 225-2656	TriBox, LLC	Yasin	Choudry
3837	TX	Dallas	4703 Greenville Ave	75206	(214) 378-9640	TriBox, LLC	Yasin	Choudry
3853	TX	Dallas	5025 S Lancaster Rd	75216	(214) 376-6722	TriBox, LLC	Yasin	Choudry
3865	TX	Dallas	4313 W Illinois Ave	75211	(214) 467-7943	Spring Valley Jack, LLC	Tariq	Ahmed
4748	TX	Dallas	1228 Robert B Cullum Blvd	75210	(214) 928-9194	Aslam Group LLC	Christopher	Aslam
4779	TX	Dallas	110 E Camp Wisdom Rd	75241	(972) 228-5679	R&R Business Ventures, Inc.	Umar	Ibrahim
4806	TX	Dallas	721 S R L Thornton Fwy	75203	(214) 946-3248	TriBox, LLC	Yasin	Choudry
4820	TX	Dallas	190 Continental Ave	75207	(214) 760-9324	TriBox, LLC	Yasin	Choudry
4824	TX	Dallas	5336 Philip Ave	75223	(214) 823-2144	Aslam Group LLC	Christopher	Aslam
4834	TX	Dallas	6010 W Davis St.	75211	(214) 339-4834	Ibrahim Investment Corporation	Umar	Ibrahim
4862	TX	Dallas	14219 Coit Rd	75254	(469) 677-5343	Spring Valley Jack, LLC	Tariq	Ahmed
3964	TX	Dayton	208 E Highway 90	77535	(936) 257-8008	TLG Restaurants LLC	Opiah	Izu
742	TX	De Soto	901 N Hampton Rd	75115	(972) 223-4444	Ibrahim Investment Corporation	Umar	Ibrahim
3753	TX	Decatur	900 S Highway 287	76234	(940) 627-7325	Feast Texas LLC	Daniel	Myhren
3918	TX	Deer Park	10 Center St	77536	(281) 478-4348	A 3 H Foods, LP	Mouhammad	Keshani
947	TX	Del Rio	100 Braddie Dr	78840	(830) 768-3050	San-Tex Restaurants, Inc.	Marco	Rivera
768	TX	Denison	1120 S Austin Ave	75020	(903) 465-4343	Vinder Foods, LLC	Rabindranath	Viswanath
719	TX	Denton	1408 W Hickory St	76201	(940) 387-8342	Feast Texas LLC	Daniel	Myhren
793	TX	Denton	2200 S Interstate 35 E	76205	(940) 891-2620	Feast Texas LLC	Daniel	Myhren
3776	TX	Denton	328 W University Dr	76201	(940) 484-8068	Feast Texas LLC	Daniel	Myhren
3835	TX	Denton	104 S Loop 288	76209	(940) 566-6721	Feast Texas LLC	Daniel	Myhren
3786	TX	Diboll	400 N Temple Dr	75941	(936) 829-3344	LBY Foods, LLC	Yzaguirre	Luis
4600	TX	Donna	1910 E Interstate Hwy 2	78537	(956) 461-9060	A3H Foods II, LP	Angel	Pulido
796	TX	Duncanville	907 E Highway 67	75137	(972) 709-2757	Ibrahim Investment Corporation	Umar	Ibrahim
4827	TX	Duncanville	107 E Camp Wisdom Rd	75116	(972) 283-5664	Ibrahim Investment Corporation	Umar	Ibrahim
3947	TX	Edinburg	1602 W University Dr	78539	(956) 386-1832	A3H Foods II, LP	Angel	Pulido
4700	TX	Edinburg	102 E Monte Cristo Rd	78541	(956) 316-1558	A3H Foods II, LP	Angel	Pulido
3950	TX	El Campo	1721 S Mechanic St	77437	(832) 503-9443	Cal-Tex Restaurants, Inc.	Atour	Eyvazian

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
875	TX	El Paso	4160 N Mesa Dr	79902	(915) 545-2494	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
876	TX	El Paso	5519 W Alameda Ave	79905	(915) 772-5533	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
877	TX	El Paso	6700 Montana Ave	79925	(915) 778-5822	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
878	TX	El Paso	9004 Dyer St	79904	(915) 751-0581	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
880	TX	El Paso	5350 Montana Ave	79903	(915) 772-9863	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
882	TX	El Paso	1448 N Lee Trevino Dr	79936	(915) 590-0990	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
883	TX	El Paso	1115 McRae Blvd	79925	(915) 594-6608	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
884	TX	El Paso	7911-A Artcraft Rd	79932	(915) 581-4500	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
885	TX	El Paso	8040 N Mesa St	79932	(915) 760-4995	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
886	TX	El Paso	12207 Montwood Dr	79938	(915) 856-0736	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
4804	TX	El Paso	655 Redd Rd	79912	(915) 760-4616	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
4833	TX	El Paso	1318a George Dieter Dr	79936	(915) 860-7922	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
3991	TX	Elsa	409 E Edinburg Ave	78543	(956) 262-8508	A3H Foods II, LP	Angel	Pulido
775	TX	Ennis	1102 E Ennis Ave	75119	(469) 881-1048	Ibrahim Investment Corporation	Umar	Ibrahim
3841	TX	Euless	206 N Main St	76039	(817) 685-6210	Feast Texas LLC	Daniel	Myhren
4707	TX	Euless	3001 W Euless Blvd	76040	(817) 571-7501	Feast Texas LLC	Daniel	Myhren
3763	TX	Fairfield	691 W Us Highway 84	75840	(903) 389-2186	Ibrahim Investment Corporation	Umar	Ibrahim
743	TX	Farmers Branch	3206 Belt Line Rd	75234	(972) 243-7588	MANNAT FOOD INC.	Mannu	Mehta
4781	TX	Ferris	400 S Interstate Highway 45	75125	(972) 544-2375	R&R Business Ventures, Inc.	Umar	Ibrahim
4783	TX	Forney	769 E Us Highway 80	75126	(972) 552-5803	TriBox, LLC	Yasin	Choudry
751	TX	Fort Worth	3209 E Belknap St	76111	(817) 831-2404	Feast Texas LLC	Daniel	Myhren
759	TX	Fort Worth	2851 W Berry St	76109	(817) 921-2471	Indo Desert LLC	Steven	Myers
760	TX	Fort Worth	5031 E Lancaster Ave	76103	(817) 534-7760	Feast Texas LLC	Daniel	Myhren
761	TX	Fort Worth	5930 Camp Bowie Blvd	76107	(817) 732-6881	Indo Desert LLC	Steven	Myers
779	TX	Fort Worth	217 University Dr	76107	(817) 332-3992	Feast Texas LLC	Daniel	Myhren
3717	TX	Fort Worth	3459 Altamesa Blvd	76133	(817) 292-3398	Indo Desert LLC	Steven	Myers
3721	TX	Fort Worth	7065 Ridgmar Meadow Rd	76116	(817) 377-3721	Feast Texas LLC	Daniel	Myhren
3727	TX	Fort Worth	4610 S Hulen St	76132	(817) 292-5025	Indo Desert LLC	Steven	Myers
3770	TX	Fort Worth	14100 Trinity Blvd	76155	(817) 358-9517	BDAA Holdings I, LLC	Bassam	Odeh
3827	TX	Fort Worth	8651 Anderson Blvd	76120	(817) 861-2293	Ibrahim Investment Corporation	Umar	Ibrahim
3834	TX	Fort Worth	1500 S University Dr	76107	(817) 877-0797	Indo Desert LLC	Steven	Myers
4730	TX	Fort Worth	8513 S Hulen St	76123	(817) 292-0236	Indo Desert LLC	Steven	Myers
4792	TX	Fort Worth	7351 Oakmont Blvd	76132	(817) 292-5476	Feast Texas LLC	Daniel	Myhren

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
3961	TX	Freeport	2101 N Brazosport Blvd	77541	(979) 583-2187	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
3958	TX	Fresno	12331 Highway 6	77545	(281) 431-3833	LBY Foods, LLC	Yzaguirre	Luis
3670	TX	Friendswood	101 E Parkwood Ave	77546	(281) 992-8035	MZK Enterprise, LLC	Moeez	Khan
4796	TX	Frisco	9133 Legacy Dr	75034	(214) 436-5415	MANNAT FOOD INC.	Mannu	Mehta
4867	TX	Frisco	9055 John Hickman Pkwy	75034	(469) 535-3938	MANNAT FOOD INC.	Mannu	Mehta
4832	TX	Ft Worth	2916 E Berry St	76105	(817) 536-2616	Ibrahim Investment Corporation	Umar	Ibrahim
4868	TX	Ft Worth	9133 North Freeway Service Rd	76177	(817) 306-3630	Feast Texas LLC	Daniel	Myhren
4858	TX	Ft. Worth	2220 Jacksboro Hwy	76106	(817) 378-0511	Feast Texas LLC	Daniel	Myhren
741	TX	Gainesville	219 N Grand Ave	76240	(940) 665-2911	Feast Texas LLC	Daniel	Myhren
645	TX	Galveston	2300 61st St	77551	(409) 744-3521	MZK Enterprise, LLC	Moeez	Khan
653	TX	Galveston	920 Seawall Blvd	77550	(409) 763-4121	MZK Enterprise, LLC	Moeez	Khan
4840	TX	Galveston	5028 Broadway	77551	(409) 740-7222	MZKV Enterprise, LLC	Moeez	Khan
711	TX	Garland	335 S Garland Ave	75040	(972) 276-7643	Yadarr, Inc.	Manuel	Arruda
716	TX	Garland	3101 S 1st St	75041	(972) 278-0412	Prime Foods, Inc.	Tanzeem	Rizvi
767	TX	Garland	3480 Arapaho Rd	75044	(972) 530-6265	MANNAT FOOD INC.	Mannu	Mehta
785	TX	Garland	1001 W Centerville Rd	75041	(972) 681-5141	Yadarr, Inc.	Manuel	Arruda
791	TX	Garland	1382 Belt Line Rd	75040	(972) 530-3831	Tash Foods, LLC	Tanzeem	Rizvi
3771	TX	Garland	4015 Bobtown Rd	75043	(972) 303-4304	TriBox, LLC	Yasin	Choudry
874	TX	Georgetown	1001 Leander Rd	78628	(512) 864-2951	RRH - Austin, LLC	Clyde	Rucker
4786	TX	Georgetown	710 W University Ave	78626	(512) 863-5725	RRH - Austin, LLC	Clyde	Rucker
3854	TX	Gilmer	516 N Wood St	75644	(903) 843-2665	East Box, LLC	Christopher	Aslam
3775	TX	Glenn Heights	1703 S Beckley Rd	75154	(972) 274-3417	Ibrahim Investment Corporation	Umar	Ibrahim
3815	TX	Granbury	1010 Morgan St	76048	(817) 573-8093	R&R Business Ventures, Inc.	Umar	Ibrahim
746	TX	Grand Prairie	2514 S Belt Line Rd	75052	(972) 264-3177	BDAA Holdings I, LLC	Bassam	Odeh
763	TX	Grand Prairie	101 E Main St	75050	(972) 262-2396	BDAA Holdings I, LLC	Bassam	Odeh
3737	TX	Grand Prairie	2085 N Highway 360	75050	(817) 640-1251	BDAA Holdings I, LLC	Bassam	Odeh
3746	TX	Grand Prairie	4004 S Belt Line Rd	75052	(972) 642-3330	Ibrahim Investment Corporation	Umar	Ibrahim
3730	TX	Grapevine	1290 William D Tate Ave	76051	(817) 481-6493	Feast Texas LLC	Daniel	Myhren
3798	TX	Grapevine	3500 Grapevine Mills Pkwy #200	76051	(972) 355-7508	Feast Texas LLC	Daniel	Myhren
772	TX	Greenville	6403 Wesley St	75402	(903) 454-1616	TriBox, LLC	Yasin	Choudry
3719	TX	Haltom City	5200 E Belknap St	76117	(817) 831-8378	Feast Texas LLC	Daniel	Myhren
3796	TX	Harker Heights	307 E Fm 2410 Rd	76548	(254) 699-0190	Gulf Coast Jacks, Inc.	Umar	Ibrahim
3653	TX	Harlingen	322 S 77 Sunshine Strip	78550	(956) 412-3964	A3H Foods II, LP	Angel	Pulido

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
3659	TX	Harlingen	1406 W Tyler Ave	78550	(956) 412-6322	A3H Foods II, LP	Angel	Pulido
3948	TX	Harlingen	4714 S Expressway 83	78552	(956) 365-3500	A3H Foods II, LP	Angel	Pulido
3959	TX	Hempstead	1925 Fm 1488 Rd	77445	(979) 921-0695	A 3 H Foods, LP	Mouhammad	Keshani
3975	TX	Hidalgo	520 S International Blvd	78557	(956) 843-2203	A3H Foods II, LP	Angel	Pulido
3935	TX	Highlands	302 N Main St Ste 3	77562	(281) 843-6622	TLG Restaurants LLC	Opiah	Izu
3943	TX	Hitchcock	7728 Highway 6	77563	(409) 986-4443	MZK Enterprise, LLC	Moeez	Khan
604	TX	Houston	801 Telephone Rd	77023	(713) 926-6437	A 3 H Foods, LP	Mouhammad	Keshani
609	TX	Houston	9302 Jensen Dr	77093	(713) 692-3013	CNR QSR Holdings LP	Manuel	Colorado
615	TX	Houston	5715 Bellfort Ave	77033	(713) 733-0496	CRG Restaurant Group LLC	Caprice	Linington
618	TX	Houston	8410 Hillcroft St	77096	(281) 504-7520	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
620	TX	Houston	5410 N Shepherd Dr	77091	(281) 901-1763	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
621	TX	Houston	4403 Fannin St	77004	(713) 527-9065	A 3 H Foods, LP	Mouhammad	Keshani
624	TX	Houston	5801 Bellaire Blvd	77081	(281) 504-7520	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
625	TX	Houston	9424 Homestead Rd	77016	(713) 631-7370	CNR QSR Holdings LP	Manuel	Colorado
627	TX	Houston	3908 Bellaire Blvd	77025	(281) 504-7520	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
630	TX	Houston	1419 Gessner Dr	77080	(281) 944-5090	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
632	TX	Houston	7221 Fondren Rd	77036	(713) 271-4439	A 3 H Foods, LP	Mouhammad	Keshani
633	TX	Houston	1395 Federal Rd	77015	(713) 455-1818	TLG Restaurants LLC	Opiah	Izu
634	TX	Houston	94 E Crosstimbers St	77022	(713) 694-4956	A 3 H Foods, LP	Mouhammad	Keshani
637	TX	Houston	9645 Westheimer Rd	77063	(281) 504-7520	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
640	TX	Houston	4400 W Fuqua St	77045	(713) 485-6105	Gulf Coast Jacks, Inc.	Christopher	Edwards
644	TX	Houston	7545 Park Place Blvd	77087	(713) 643-5888	CRG Restaurant Group LLC	Caprice	Linington
649	TX	Houston	1072 Edgebrook Dr	77034	(713) 944-9234	CRG Restaurant Group LLC	Caprice	Linington
651	TX	Houston	2218 Little York Rd	77093	(713) 697-3813	A 3 H Foods, LP	Mouhammad	Keshani
658	TX	Houston	7502 N Shepherd Dr	77088	(713) 694-3248	A 3 H Foods, LP	Mouhammad	Keshani
663	TX	Houston	3907 Aldine Mail Rd	77039	(281) 442-2477	CNR QSR Holdings LP	Manuel	Colorado
665	TX	Houston	9602 Mesa Dr	77078	(713) 633-3584	CNR QSR Holdings LP	Manuel	Colorado
666	TX	Houston	11234 Airline Dr	77037	(281) 448-6939	CNR QSR Holdings LP	Manuel	Colorado
667	TX	Houston	10004 Telephone Rd	77075	(713) 991-2597	TLG Restaurants LLC	Opiah	Izu
669	TX	Houston	10806 Bissonnet St	77099	(832) 328-1917	Gulf Coast Jacks, Inc.	Christopher	Edwards
672	TX	Houston	8767 S Main St	77025	(281) 504-7520	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
673	TX	Houston	13706 State Highway 249	77086	(281) 447-6343	A 3 H Foods, LP	Mouhammad	Keshani
674	TX	Houston	5316 Antoine Dr	77091	(281) 901-1763	Cal-Tex Restaurants, Inc.	Atour	Eyvazian

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
679	TX	Houston	8000 Howard Dr	77017	(713) 645-3612	CRG Restaurant Group LLC	Caprice	Linington
686	TX	Houston	3402 Mangum Rd	77092	(281) 901-1763	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
689	TX	Houston	251 Greens Rd	77060	(281) 876-2714	A 3 H Foods, LP	Mouhammad	Keshani
692	TX	Houston	11910 Westheimer Rd	77077	(218) 752-4889	Gulf Coast Jacks, Inc.	Christopher	Edwards
695	TX	Houston	14521 Bellaire Blvd	77083	(281) 504-7520	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
696	TX	Houston	8601 W Bellfort St	77031	(713) 771-3580	Gulf Coast Jacks, Inc.	Christopher	Edwards
697	TX	Houston	14555 Falling Creek Dr	77014	(281) 444-6774	A 3 H Foods, LP	Mouhammad	Keshani
3600	TX	Houston	11630 Hempstead Hwy	77092	(281) 901-1763	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
3602	TX	Houston	14754 Wallisville Rd	77049	(713) 453-0325	TLG Restaurants LLC	Opiah	Izu
3605	TX	Houston	11080 Scarsdale Blvd	77089	(281) 484-2324	CRG Restaurant Group LLC	Caprice	Linington
3606	TX	Houston	5757 Hollister St	77040	(713) 690-2329	A 3 H Foods, LP	Mouhammad	Keshani
3615	TX	Houston	7525 East Fwy	77020	(713) 673-7525	A 3 H Foods, LP	Mouhammad	Keshani
3616	TX	Houston	2420 Bay Area Blvd	77058	(281) 286-8107	MZK Enterprise, LLC	Moeez	Khan
3617	TX	Houston	9429 Jones Rd	77065	(281) 469-6856	A 3 H Foods, LP	Mouhammad	Keshani
3618	TX	Houston	6902 Highway 6 N	77084	(281) 550-9655	Gulf Coast Jacks, Inc.	Christopher	Edwards
3619	TX	Houston	3220 Montrose Blvd	77006	(281) 504-7520	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
3620	TX	Houston	607 Fm 1960 Rd E	77073	(281) 821-6077	A 3 H Foods, LP	Mouhammad	Keshani
3625	TX	Houston	2801 Hillcroft Ave	77057	(281) 504-7520	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
3626	TX	Houston	14643 Woodforest Blvd	77015	(713) 451-8102	TLG Restaurants LLC	Opiah	Izu
3629	TX	Houston	3302 Richmond Ave	77098	(281) 504-7520	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
3630	TX	Houston	12235 Jones Rd	77070	(281) 894-7331	A 3 H Foods, LP	Mouhammad	Keshani
3634	TX	Houston	4920 W Bellfort St	77035	(713) 728-5856	LBY Foods, LLC	Yzaguirre	Luis
3636	TX	Houston	19602 Tomball Pkwy	77070	(281) 955-1642	CNR QSR Holdings LP	Manuel	Colorado
3638	TX	Houston	3110 W Dallas St	77019	(713) 942-9524	A 3 H Foods, LP	Mouhammad	Keshani
3639	TX	Houston	10901 Bellaire Blvd	77072	(832) 672-4718	Gulf Coast Jacks, Inc.	Christopher	Edwards
3642	TX	Houston	15819 John F Kennedy Blvd	77032	(281) 987-8316	A 3 H Foods, LP	Mouhammad	Keshani
3643	TX	Houston	8603 Fm 1960 Rd W	77070	(281) 955-0830	A 3 H Foods, LP	Mouhammad	Keshani
3644	TX	Houston	6006 Hillcroft Ave	77081	(713) 271-7117	A 3 H Foods, LP	Mouhammad	Keshani
3652	TX	Houston	901 Dairy Ashford Rd	77079	(281) 944-5090	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
3663	TX	Houston	14775 North Fwy	77090	(281) 875-1644	A 3 H Foods, LP	Mouhammad	Keshani
3665	TX	Houston	2901 Airline Dr	77009	(281) 901-1763	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
3669	TX	Houston	14540 Westheimer	77077	(281) 504-7520	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
3675	TX	Houston	7699 Katy Fwy	77024	(281) 944-5090	Cal-Tex Restaurants, Inc.	Atour	Eyvazian

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
3683	TX	Houston	2277 W Sam Houston Pkwy N	77043	(713) 827-7618	A 3 H Foods, LP	Mouhammad	Keshani
3689	TX	Houston	5850 Gulf Fwy	77023	(713) 923-2188	A 3 H Foods, LP	Mouhammad	Keshani
3690	TX	Houston	4550 San Felipe St	77027	(713) 626-5771	A 3 H Foods, LP	Mouhammad	Keshani
3691	TX	Houston	10742 Veterans Memorial Dr	77038	(281) 999-1555	A 3 H Foods, LP	Mouhammad	Keshani
3695	TX	Houston	12777 East Fwy	77015	(713) 450-2403	TLG Restaurants LLC	Opiah	Izu
3698	TX	Houston	8111 Airport Blvd	77061	(713) 242-0896	TLG Restaurants LLC	Opiah	Izu
3699	TX	Houston	1217 Wayside Dr	77011	(713) 928-6095	TLG Restaurants LLC	Opiah	Izu
3901	TX	Houston	9310 Clay Rd	77080	(713) 462-6308	Gulf Coast Jacks, Inc.	Christopher	Edwards
3909	TX	Houston	10454 Richmond Ave	77042	(281) 944-5090	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
3913	TX	Houston	11605 S Sam Houston Pkwy E	77089	(281) 484-1782	CRG Restaurant Group LLC	Caprice	Linington
3914	TX	Houston	16310 S Post Oak Rd	77053	(281) 437-6174	Gulf Coast Jacks, Inc.	Christopher	Edwards
3915	TX	Houston	11912 Galveston Rd Ste A	77034	(281) 484-7985	MZK Enterprise, LLC	Moeez	Khan
3927	TX	Houston	12446 Fm 1960 Rd W	77065	(281) 897-9293	A 3 H Foods, LP	Mouhammad	Keshani
3931	TX	Houston	5656 N Eldridge Pkwy	77041	(281) 944-5090	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
3939	TX	Houston	1765 W Mt Houston Rd	77038	(281) 445-3911	A 3 H Foods, LP	Mouhammad	Keshani
3940	TX	Houston	6325 Barker Cypress Rd	77084	(832) 503-8867	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
3960	TX	Houston	10450 Huffmeister Rd	77065	(281) 970-0992	A 3 H Foods, LP	Mouhammad	Keshani
3962	TX	Houston	2709 Reed Rd	77051	(713) 264-0832	A 3 H Foods, LP	Mouhammad	Keshani
3967	TX	Houston	8055 N Sam Houston Pkwy W	77064	(281) 894-2638	A 3 H Foods, LP	Mouhammad	Keshani
3972	TX	Houston	1812 Ella Blvd	77008	(281) 901-1763	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
3973	TX	Houston	12102 Veterans Memorial Dr	77067	(281) 893-0102	CNR QSR Holdings LP	Manuel	Colorado
3979	TX	Houston	739 N Sam Houston Pkwy E	77060	(281) 405-8140	A 3 H Foods, LP	Mouhammad	Keshani
3986	TX	Houston	5550 Gulfton St	77081	(713) 218-9671	A 3 H Foods, LP	Mouhammad	Keshani
3990	TX	Houston	12680 Beechnut St	77072	(832) 328-1881	Gulf Coast Jacks, Inc.	Christopher	Edwards
3998	TX	Houston	7045 Airline Dr	77076	(713) 692-0555	A 3 H Foods, LP	Mouhammad	Keshani
3999	TX	Houston	8923 E Sam Houston Pkwy N	77044	(281) 459-9949	TLG Restaurants LLC	Opiah	Izu
4701	TX	Houston	11833 Barker Cypress Rd	77433	(832) 503-8867	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
4709	TX	Houston	3601 Old Spanish Trail	77021	(713) 747-1046	A 3 H Foods, LP	Mouhammad	Keshani
4715	TX	Houston	6060 Long Dr	77087	(713) 242-7069	CRG Restaurant Group LLC	Caprice	Linington
4722	TX	Houston	5248 Allum Rd	77045	(713) 721-7808	LBY Foods, LLC	Yzaguirre	Luis
4736	TX	Houston	14220 Cullen Blvd	77047	(713) 738-8830	LBY Foods, LLC	Yzaguirre	Luis
4737	TX	Houston	13351 Briar Forest Dr	77077	(281) 944-5090	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
4766	TX	Houston	7533 Harrisburg Blvd	77012	(713) 928-8942	LBY Foods, LLC	Yzaguirre	Luis

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
4767	TX	Houston	3415 Navigation Blvd	77003	(713) 224-5006	A 3 H Foods, LP	Mouhammad	Keshani
4801	TX	Houston	8497 S Sam Houston Pkwy E	77075	(713) 987-9111	TLG Restaurants LLC	Opiah	Izu
4803	TX	Houston	6810 Bingle Rd	77092	(713) 690-1210	A 3 H Foods, LP	Mouhammad	Keshani
4829	TX	Houston	9370 W Sam Houston Pkwy S #G	77099	(281) 944-5090	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
4831	TX	Houston	647 Rankin Rd	77073	(281) 209-2361	CNR QSR Holdings LP	Manuel	Colorado
4836	TX	Houston	13602 S. Post Oak	77045	(713) 723-3561	Gulf Coast Jacks, Inc.	Christopher	Edwards
4839	TX	Houston	5415 S Rice Ave	77081	(713) 667-7803	LBY Foods, LLC	Yzaguirre	Luis
4857	TX	Houston	2800 N Terminal Rd Space TANF-	77032	(281) 821-6553	Airport Food Services LLC	Sergio	Guzman
3672	TX	Humble	7810 Fm 1960 Bypass Rd W	77338	(281) 548-7374	A 3 H Foods, LP	Mouhammad	Keshani
3688	TX	Humble	7019 N Sam Houston Pkwy E	77396	(281) 441-3704	A 3 H Foods, LP	Mouhammad	Keshani
3692	TX	Humble	7417 Fm 1960 Rd E	77346	(281) 812-4830	CNR QSR Holdings LP	Manuel	Colorado
3920	TX	Humble	21510 Aldine Westfield Rd	77338	(281) 443-3562	A 3 H Foods, LP	Mouhammad	Keshani
3981	TX	Humble	7101 Will Clayton Pkwy	77338	(281) 540-1578	A 3 H Foods, LP	Mouhammad	Keshani
4775	TX	Humble	18 Wilson Rd	77338	(281) 446-2398	A 3 H Foods, LP	Mouhammad	Keshani
678	TX	Huntsville	2251 Sam Houston Ave	77340	(936) 295-5821	A 3 H Foods, LP	Mouhammad	Keshani
4702	TX	Huntsville	3005 State Highway 30 W	77340	(936) 435-0588	A 3 H Foods, LP	Mouhammad	Keshani
3700	TX	Hurst	8601 W Bedford Euless Rd	76053	(817) 284-8614	Feast Texas LLC	Daniel	Myhren
4869	TX	Hurst	1491 Precinct Line Rd	76053	(817) 284-4869	Feast Texas LLC	Daniel	Myhren
3784	TX	Hutchins	121 S Interstate 45 Service Rd	75141	(972) 225-3480	TriBox, LLC	Yasin	Choudry
721	TX	Irving	2952 N Belt Line Rd	75062	(972) 252-5011	BDAA Holdings I, LLC	Bassam	Odeh
725	TX	Irving	502 N O Connor Rd	75061	(972) 254-6504	BDAA Holdings I, LLC	Bassam	Odeh
787	TX	Irving	925 N Loop 12	75061	(972) 579-9439	Prime Foods, Inc.	Tanzeem	Rizvi
3716	TX	Irving	4206 W Airport Fwy	75062	(972) 986-4250	BDAA Holdings I, LLC	Bassam	Odeh
3748	TX	Irving	5340 Macarthur Blvd	75038	(972) 751-1646	TriBox, LLC	Yasin	Choudry
4711	TX	Irving	8655 Cypress Waters Blvd	75063	(972) 556-2588	Feast Texas LLC	Daniel	Myhren
4782	TX	Irving	2500 W Irving Blvd	75061	(972) 986-7850	BDAA Holdings I, LLC	Bassam	Odeh
4846	TX	Irving	515 W Airport Fwy	75062	(972) 252-6577	BDAA Holdings I, LLC	Bassam	Odeh
4872	TX	Italy	160 Riddle Rd	76651	(469) 553-0554	Ibrahim Investment Corporation	Umar	Ibrahim
4807	TX	Jasper	1007 S Wheeler St	75951	(409) 384-5611	TLIG Restaurants, LLC	Opiah	Izu
3603	TX	Katy	903 S Mason Rd	77450	(832) 503-8867	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
3938	TX	Katy	1480 S Grand Pkwy	77494	(832) 503-8867	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
3941	TX	Katy	25105 Market Place Dr	77494	(832) 503-8867	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
3955	TX	Katy	3072 N Fry Rd	77449	(281) 828-1404	Gulf Coast Jacks, Inc.	Christopher	Edwards

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
3993	TX	Katy	20350 Park Row Blvd	77449	(832) 503-8867	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
4951	TX	Katy	22803 Morton Ranch Rd	77449	(281) 769-9533	Gulf Coast Jacks, Inc.	Christopher	Edwards
4732	TX	Kaufman	1904 S Washington St	75142	(972) 932-3495	TriBox, LLC	Yasin	Choudry
3793	TX	Keller	103 N Main St	76248	(817) 431-5225	Feast Texas LLC	Daniel	Myhren
851	TX	Kerrville	500 Sidney Baker St	78028	(830) 257-2888	San-Tex Restaurants, Inc.	Marco	Rivera
838	TX	Killeen	3201 E Veterans Memorial Blvd	76543	(254) 680-8018	Gulf Coast Jacks, Inc.	Umar	Ibrahim
3852	TX	Killeen	1100 E Central Texas Expy	76541	(254) 690-2055	Gulf Coast Jacks, Inc.	Umar	Ibrahim
3864	TX	Killeen	5301 W Stan Schlueter Loop	76549	(254) 634-0924	Gulf Coast Jacks, Inc.	Umar	Ibrahim
4710	TX	Killeen	3800 E Elms Rd	76542	(254) 680-4630	Gulf Coast Jacks, Inc.	Umar	Ibrahim
4847	TX	Killeen	325 37th St Bldg 325	76544	(254) 285-2017	Freedom Food Management Group LLC	Chad	Kenyon
3631	TX	Kingwood	2308 Northpark Dr	77339	(281) 359-5225	CNR QSR Holdings LP	Manuel	Colorado
4761	TX	Kyle	5061 Kyle Center Dr	78640	(512) 268-7106	RRH - Austin, LLC	Clyde	Rucker
671	TX	La Marque	4308 Texas Ave	77568	(409) 935-2252	MZK Enterprise, LLC	Moeez	Khan
3693	TX	La Porte	1018 Highway 146 S	77571	(281) 470-7060	A 3 H Foods, LP	Mouhammad	Keshani
4733	TX	La Porte	9629 W Fairmont Pkwy	77571	(281) 542-9730	LBY Foods, LLC	Yzaguirre	Luis
3934	TX	Lake Jackson	165 Oyster Creek Dr	77566	(979) 583-2187	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
797	TX	Lake Worth	6352 Lake Worth Blvd	76135	(817) 237-1062	Indo Desert LLC	Steven	Myers
4750	TX	Lancaster	1448 W Pleasant Run Rd	75146	(972) 227-2243	Ibrahim Investment Corporation	Umar	Ibrahim
946	TX	Laredo	5002 Saunders St	78041	(956) 723-3675	A3H Foods II, LP	Angel	Pulido
3662	TX	Laredo	5106 Mcpherson Ave	78041	(956) 717-1881	A3H Foods II, LP	Angel	Pulido
3673	TX	Laredo	2612 Cortez St	78043	(956) 712-9116	A3H Foods II, LP	Angel	Pulido
3677	TX	Laredo	3501 San Dario Ave	78041	(956) 725-6616	A3H Foods II, LP	Angel	Pulido
3922	TX	Laredo	7101 San Dario Ave	78045	(956) 726-8187	A3H Foods II, LP	Angel	Pulido
3983	TX	Laredo	4502 S Zapata Hwy	78046	(956) 724-2793	A3H Foods II, LP	Angel	Pulido
3666	TX	League City	1908 E Main St	77573	(281) 338-9328	MZK Enterprise, LLC	Moeez	Khan
4793	TX	League City	1665 W Fm 646 Rd	77573	(281) 534-1079	MZK Enterprise, LLC	Moeez	Khan
4861	TX	League City	1503 W League City Pkwy	77573	(281) 316-6226	Houston Jack LLC	Moeez	Khan
795	TX	Lewisville	1563 W Main St	75067	(469) 549-0795	Feast Texas LLC	Daniel	Myhren
3845	TX	Lewisville	732 Hebron Pkwy	75057	(972) 459-9323	Feast Texas LLC	Daniel	Myhren
3910	TX	Liberty	2320 N Main St	77575	(936) 336-1009	TLG Restaurants LLC	Opiah	Izu
4837	TX	Little Elm	2063 FM 423	75068	(469) 731-5890	MANNAT FOOD INC.	Mannu	Mehta
3977	TX	Livingston	313 E Church St	77351	(936) 327-8225	CNR QSR Holdings LP	Manuel	Colorado
3810	TX	Longview	490 E Loop 281	75605	(903) 758-0193	East Box, LLC	Christopher	Aslam

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
3783	TX	Lufkin	1903 W Frank St	75904	(936) 634-1985	LBY Foods, LLC	Yzaguirre	Luis
3801	TX	Lufkin	1902 E Denman Ave	75901	(936) 634-2011	LBY Foods, LLC	Yzaguirre	Luis
789	TX	Mabank	509 N 1st St	75147	(903) 887-1888	TriBox, LLC	Yasin	Choudry
3949	TX	Magnolia	6734 Fm 1488 Rd	77354	(281) 252-3596	A 3 H Foods, LP	Mouhammad	Keshani
3987	TX	Magnolia	17607 Fm 1488 Rd	77354	(281) 259-3965	CNR QSR Holdings LP	Manuel	Colorado
3760	TX	Mansfield	1782 Highway 157 N	76063	(817) 453-0313	Ibrahim Investment Corporation	Umar	Ibrahim
3911	TX	Manvel	17502 Highway 6	77578	(281) 489-3533	Gulf Coast Jacks, Inc.	Christopher	Edwards
3658	TX	Mcallen	1601 S 23rd St	78503	(956) 618-2234	A3H Foods II, LP	Angel	Pulido
3660	TX	Mcallen	909 Pecan Blvd	78501	(956) 682-7229	A3H Foods II, LP	Angel	Pulido
3661	TX	Mcallen	151 W Nolana St	78504	(956) 687-6909	A3H Foods II, LP	Angel	Pulido
3953	TX	Mcallen	3701 Pecan Blvd	78501	(956) 687-3205	A3H Foods II, LP	Angel	Pulido
3971	TX	Mcallen	2900 W Nolana Loop	78504	(956) 688-6538	A3H Foods II, LP	Angel	Pulido
3988	TX	Mcallen	7500 N 10th St	78504	(956) 631-4851	A3H Foods II, LP	Angel	Pulido
778	TX	Mckinney	1825 W University Dr	75069	(972) 562-5625	MANNAT FOOD INC.	Mannu	Mehta
4794	TX	Mckinney	1516 S Tennessee St	75069	(214) 973-5727	Aslam Group LLC	Christopher	Aslam
728	TX	Mesquite	311 S Galloway Ave	75149	(972) 285-5889	J&F and Sons, LLC	Christopher	Aslam
750	TX	Mesquite	2001 N Town East Blvd	75150	(972) 681-1011	TriBox, LLC	Yasin	Choudry
3736	TX	Mesquite	1150 Us Highway 67	75150	(972) 613-6875	Tash Foods, LLC	Tanzeem	Rizvi
4743	TX	Midland	5205 W Wadley Ave	79707	(432) 694-0500	RRH - Austin, LLC	Clyde	Rucker
4795	TX	Midland	2208 Rankin Hwy	79701	(432) 684-8900	RRH - Austin, LLC	Clyde	Rucker
4863	TX	Midlothian	320 E Hwy 287	76065	(469) 612-5525	Ibrahim Investment Corporation	Umar	Ibrahim
764	TX	Mineral Wells	2008 E Hubbard St	76067	(940) 325-5561	Feast Texas LLC	Daniel	Myhren
3655	TX	Mission	1401 E Expressway 83	78572	(956) 584-1728	A3H Foods II, LP	Angel	Pulido
3624	TX	Missouri City	6151 Highway 6	77459	(832) 503-9443	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
3963	TX	Missouri City	13915 Fondren Rd	77489	(281) 438-1388	Gulf Coast Jacks, Inc.	Christopher	Edwards
4856	TX	Missouri City	9310 State Highway 6	77459	(832) 440-7654	Gulf Coast Jacks, Inc.	Christopher	Edwards
3937	TX	Montgomery	14640 Highway 105 W	77356	(936) 447-6300	A 3 H Foods, LP	Mouhammad	Keshani
4739	TX	Murphy	106 W Fm 544	75094	(972) 881-1319	ASIM DEVELOPMENT CORPORATION	Tariq	Ahmed
3787	TX	Nacogdoches	2015 North St	75965	(936) 568-9690	LBY Foods, LLC	Yzaguirre	Luis
827	TX	New Braunfels	1260 S Seguin Ave	78130	(830) 608-0240	San-Tex Restaurants, Inc.	Marco	Rivera
3682	TX	New Caney	20130 Us Highway 59	77357	(281) 399-8988	A 3 H Foods, LP	Mouhammad	Keshani
755	TX	North Richland Hills	6501 Grapevine Hwy	76180	(817) 284-1301	Feast Texas LLC	Daniel	Myhren
4788	TX	North Richland Hills	8416 Davis Blvd	76180	(817) 656-6070	Feast Texas LLC	Daniel	Myhren

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
4742	TX	Odessa	3911 E 42nd St	79762	(432) 368-5000	RRH - Austin, LLC	Clyde	Rucker
4799	TX	Odessa	2672 N County Rd W	79763	(432) 335-8700	RRH - Austin, LLC	Clyde	Rucker
3919	TX	Orange	2900 N 16th St	77630	(409) 883-2661	TLIG Restaurants, LLC	Opiah	Izu
3819	TX	Palestine	2207 W Oak St	75801	(903) 723-6233	TriBox, LLC	Yasin	Choudry
4716	TX	Palmhurst	223 E Mile 3 Rd	78573	(956) 580-8951	A3H Foods II, LP	Angel	Pulido
3679	TX	Palmview	3701 W Expressway 83	78572	(956) 519-7807	A3H Foods II, LP	Angel	Pulido
3850	TX	Paris	3110 Ne Loop 286	75460	(903) 784-5119	East Box, LLC	Christopher	Aslam
641	TX	Pasadena	7447 Spencer Hwy	77505	(281) 479-5889	A 3 H Foods, LP	Mouhammad	Keshani
698	TX	Pasadena	221 Richey St	77506	(713) 472-5444	A 3 H Foods, LP	Mouhammad	Keshani
3628	TX	Pasadena	4104 Fairmont Pkwy	77504	(281) 998-7663	A 3 H Foods, LP	Mouhammad	Keshani
3944	TX	Pasadena	903 Pasadena Blvd	77506	(713) 475-8061	A 3 H Foods, LP	Mouhammad	Keshani
4725	TX	Pasadena	2103 E Sam Houston Pkwy S	77503	(713) 589-0337	TLG Restaurants LLC	Opiah	Izu
3907	TX	Pearland	2702 Reid Blvd	77581	(281) 485-6669	LBY Foods, LLC	Yzaguirre	Luis
3929	TX	Pearland	1521 Broadway St	77581	(281) 993-0078	LBY Foods, LLC	Yzaguirre	Luis
3974	TX	Pearland	3426 Main St Ste 102	77581	(281) 485-4840	LBY Foods, LLC	Yzaguirre	Luis
4825	TX	Pearland	15750 South Fwy	77584	(979) 583-2187	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
864	TX	Pflugerville	14910 Fm 1825	78660	(512) 251-2576	RRH - Austin, LLC	Clyde	Rucker
4760	TX	Pflugerville	1700 Fm 685	78660	(512) 252-7834	RRH - Austin, LLC	Clyde	Rucker
3954	TX	Pharr	703 S Jackson Rd	78577	(956) 782-4500	A3H Foods II, LP	Angel	Pulido
3984	TX	Pharr	6521 S Cage Blvd	78577	(956) 702-2896	A3H Foods II, LP	Angel	Pulido
784	TX	Plano	201 W Parker Rd	75023	(972) 423-0524	MANNAT FOOD INC.	Mannu	Mehta
3729	TX	Plano	1405 N Central Expy	75075	(972) 881-2853	MANNAT FOOD INC.	Mannu	Mehta
3762	TX	Plano	1205 Jupiter Rd	75074	(972) 423-0826	Tash Foods, LLC	Tanzeem	Rizvi
3778	TX	Plano	905 Legacy Dr	75023	(972) 527-7367	MANNAT FOOD INC.	Mannu	Mehta
3836	TX	Plano	5960 Dallas Pkwy	75093	(972) 473-7618	MANNAT FOOD INC.	Mannu	Mehta
4864	TX	Plano	1101 Preston Rd	75093	(469) 786-5208	Prime Foods, Inc.	Tanzeem	Rizvi
647	TX	Port Arthur	4001 Twin City Hwy	77642	(409) 962-0333	TLIG Restaurants, LLC	Opiah	Izu
3671	TX	Port Arthur	2840 Highway 365	77640	(409) 722-3022	TLIG Restaurants, LLC	Opiah	Izu
4797	TX	Port Arthur	4640 Highway 365	77642	(409) 724-1644	TLIG Restaurants, LLC	Opiah	Izu
3965	TX	Port Neches	706 Magnolia Ave	77651	(409) 727-2887	TLIG Restaurants, LLC	Opiah	Izu
3946	TX	Porter	23183 Fm 1314 Rd	77365	(281) 354-4087	A 3 H Foods, LP	Mouhammad	Keshani
4744	TX	Princeton	200 E Princeton Dr	75407	(972) 736-3262	MANNAT FOOD INC.	Mannu	Mehta
4865	TX	Prosper	4750 W University Dr	75078	(469) 481-2372	Tash Foods, LLC	Tanzeem	Rizvi

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
745	TX	Richardson	1350 S Plano Rd	75081	(972) 234-8844	MANNAT FOOD INC.	Mannu	Mehta
3838	TX	Richardson	2230 N Coit Rd	75080	(972) 907-2260	MANNAT FOOD INC.	Mannu	Mehta
4818	TX	Richardson	510 W Arapaho Rd	75080	(972) 807-9264	MANNAT FOOD INC.	Mannu	Mehta
4734	TX	Richmond	8102 Fm 1464 Rd	77407	(281) 242-5225	Gulf Coast Jacks, Inc.	Christopher	Edwards
4755	TX	Richmond	1418 Crabb River Rd	77469	(281) 545-4902	Gulf Coast Jacks, Inc.	Christopher	Edwards
4817	TX	Richmond	7975 W Grand Pkwy S Ste 100	77407	(832) 503-8867	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
3968	TX	Rio Grande City	4600 E Us Highway 83	78582	(956) 488-2126	A3H Foods II, LP	Angel	Pulido
3725	TX	Rockwall	2808 Ridge Rd	75032	(972) 771-4988	TriBox, LLC	Yasin	Choudry
3932	TX	Roma	201 E Grant St	78584	(956) 847-1905	A3H Foods II, LP	Angel	Pulido
660	TX	Rosenberg	5004 Avenue H	77471	(281) 239-3610	Gulf Coast Jacks, Inc.	Christopher	Edwards
3641	TX	Rosenberg	3317 1st St	77471	(832) 945-2554	Gulf Coast Jacks, Inc.	Christopher	Edwards
839	TX	Round Rock	2120 S Interstate 35	78681	(512) 388-2409	RRH - Austin, LLC	Clyde	Rucker
910	TX	Round Rock	1121 E Palm Valley Blvd	78664	(512) 341-8707	RRH - Austin, LLC	Clyde	Rucker
911	TX	Round Rock	16330 R R 620	78681	(512) 733-6330	RRH - Austin, LLC	Clyde	Rucker
917	TX	Round Rock	3760 Gattis School Rd	78664	(512) 828-0380	RRH - Austin, LLC	Clyde	Rucker
3756	TX	Rowlett	5410 Rowlett Rd	75089	(972) 475-6881	Man Arr, Inc.	Manuel	Arruda
3795	TX	Royse City	100 E Interstate 30	75189	(972) 635-2455	TriBox, LLC	Yasin	Choudry
805	TX	San Antonio	303 San Pedro Ave	78212	(210) 223-5954	San-Tex Restaurants, Inc.	Marco	Rivera
806	TX	San Antonio	742 Sw Military Dr	78221	(210) 924-2151	San-Tex Restaurants, Inc.	Marco	Rivera
807	TX	San Antonio	3315 San Pedro Ave	78212	(210) 734-8446	San-Tex Restaurants, Inc.	Marco	Rivera
808	TX	San Antonio	5423 Evers Rd	78238	(210) 419-1970	San-Tex Restaurants, Inc.	Marco	Rivera
809	TX	San Antonio	4319 Vance Jackson Rd	78230	(210) 342-8555	San-Tex Restaurants, Inc.	Marco	Rivera
814	TX	San Antonio	502 N New Braunfels Ave	78202	(210) 226-6875	San-Tex Restaurants, Inc.	Marco	Rivera
817	TX	San Antonio	6811 W Military Dr	78227	(210) 674-4647	San-Tex Restaurants, Inc.	Marco	Rivera
819	TX	San Antonio	7206 Blanco Rd	78216	(210) 344-4453	San-Tex Restaurants, Inc.	Marco	Rivera
822	TX	San Antonio	1331 Sw Loop 410	78227	(210) 674-5750	San-Tex Restaurants, Inc.	Marco	Rivera
829	TX	San Antonio	118 N General Mcmullen Dr	78237	(210) 432-6624	San-Tex Restaurants, Inc.	Marco	Rivera
847	TX	San Antonio	5311 Rigsby Ave	78222	(210) 337-0847	San-Tex Restaurants, Inc.	Marco	Rivera
853	TX	San Antonio	2465 Babcock Rd	78229	(210) 615-7328	San-Tex Restaurants, Inc.	Marco	Rivera
854	TX	San Antonio	4626 Fredericksburg Rd	78201	(210) 734-8945	San-Tex Restaurants, Inc.	Marco	Rivera
855	TX	San Antonio	9330 Wurzbach Rd	78240	(210) 593-0420	San-Tex Restaurants, Inc.	Marco	Rivera
856	TX	San Antonio	1619 Bandera Rd	78228	(210) 433-9714	San-Tex Restaurants, Inc.	Marco	Rivera
857	TX	San Antonio	2209 Sw Military Dr	78224	(210) 923-3115	San-Tex Restaurants, Inc.	Marco	Rivera

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

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
646	TX	Seabrook	4457 Nasa Pkwy # 1	77586	(281) 326-1101	MZK Enterprise, LLC	Moeez	Khan
3811	TX	Seagoville	600 E Malloy Bridge Rd	75159	(972) 287-8499	TriBox, LLC	Yasin	Choudry
4706	TX	Sealy	2367 Highway 36 S	77474	(832) 503-8867	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
830	TX	Seguin	1070 E Court St	78155	(830) 372-1558	San-Tex Restaurants, Inc.	Marco	Rivera
861	TX	Seguin	1810 W Ih 10	78155	(830) 379-6394	San-Tex Restaurants, Inc.	Marco	Rivera
737	TX	Sherman	2133 Texoma Pkwy	75090	(903) 893-2919	Vinder Foods, LLC	Rabindranath	Viswanath
3842	TX	Sherman	100 W Fm 1417	75092	(903) 868-4805	Vinder Foods, LLC	Rabindranath	Viswanath
4778	TX	Silsbee	150 Highway 327 E	77656	(409) 386-6121	TLIG Restaurants, LLC	Opiah	Izu
3614	TX	South Houston	1503 Spencer Hwy	77587	(713) 944-1849	A 3 H Foods, LP	Mouhammad	Keshani
4774	TX	South Houston	1202 College Ave	77587	(713) 947-8507	LBY Foods, LLC	Yzaguirre	Luis
3992	TX	Splendora	14699 Highway 59	77372	(281) 689-2645	A 3 H Foods, LP	Mouhammad	Keshani
659	TX	Spring	16802 Stuebner Airline Rd	77379	(281) 376-5340	A 3 H Foods, LP	Mouhammad	Keshani
690	TX	Spring	25060 Interstate 45	77386	(281) 367-2188	A 3 H Foods, LP	Mouhammad	Keshani
3635	TX	Spring	19715 Holzwarth Rd	77388	(281) 355-1258	A 3 H Foods, LP	Mouhammad	Keshani
3923	TX	Spring	4720 Spring Cypress Rd	77379	(281) 374-0361	A 3 H Foods, LP	Mouhammad	Keshani
3976	TX	Spring	25520 Aldine Westfield Rd	77373	(281) 528-0791	A 3 H Foods, LP	Mouhammad	Keshani
4704	TX	Spring	3842 Fm 2920 Rd	77388	(281) 651-9815	A 3 H Foods, LP	Mouhammad	Keshani
4738	TX	Spring	2685 Rayford Rd	77386	(832) 813-0996	A 3 H Foods, LP	Mouhammad	Keshani
681	TX	Stafford	3204 S Main St	77477	(832) 503-9443	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
3696	TX	Stafford	12175 Southwest Fwy	77477	(281) 530-0199	A 3 H Foods, LP	Mouhammad	Keshani
3828	TX	Stephenville	2801 W Washington St	76401	(254) 918-5002	R&R Business Ventures, Inc.	Umar	Ibrahim
3622	TX	Sugar Land	13124 S Dairy Ashford Rd	77478	(832) 503-9443	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
3903	TX	Sugar Land	11706 S Highway 6	77478	(832) 503-9443	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
3904	TX	Sugar Land	1744 Dulles Ave	77478	(832) 503-9443	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
4731	TX	Sugar Land	13325 W Airport Blvd	77478	(832) 503-9443	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
3790	TX	Sulphur Springs	110 Shannon Rd W	75482	(903) 438-8069	East Box, LLC	Christopher	Aslam
924	TX	Taylor	3120 N Main St #B	76574	(512) 365-6116	RRH - Austin, LLC	Clyde	Rucker
816	TX	Temple	204 W Adams Ave	76501	(254) 778-4571	Gulf Coast Jacks, Inc.	Umar	Ibrahim
3862	TX	Temple	3608 Sw Hk Dodgen Loop	76504	(254) 742-0195	Gulf Coast Jacks, Inc.	Umar	Ibrahim
3774	TX	Terrell	1898 W Moore Ave	75160	(972) 551-0105	TriBox, LLC	Yasin	Choudry
635	TX	Texas City	2101 9th Avenue North	77590	(409) 948-1481	MZK Enterprise, LLC	Moeez	Khan
3623	TX	Texas City	2101 Fm 2004 Rd	77591	(409) 986-7297	MZK Enterprise, LLC	Moeez	Khan
3821	TX	The Colony	4683 Highway 121	75056	(972) 624-1169	MANNAT FOOD INC.	Mannu	Mehta

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
3657	TX	The Woodlands	1250 Lake Woodlands Dr	77380	(281) 363-4143	A 3 H Foods, LP	Mouhammad	Keshani
3908	TX	The Woodlands	7950 Research Forest Dr	77382	(281) 367-6931	A 3 H Foods, LP	Mouhammad	Keshani
3608	TX	Tomball	28423 Tomball Pkwy	77375	(281) 351-5633	A 3 H Foods, LP	Mouhammad	Keshani
3969	TX	Tomball	11214 Fm 2920 Rd	77375	(281) 516-1401	A 3 H Foods, LP	Mouhammad	Keshani
3980	TX	Tomball	16003 Fm 2920 Rd	77375	(281) 255-2163	A 3 H Foods, LP	Mouhammad	Keshani
4714	TX	Tomball	24040 Kuykendahl Rd	77375	(281) 516-1781	CNR QSR Holdings LP	Manuel	Colorado
3803	TX	Tyler	1703 S Broadway Ave	75701	(903) 592-8841	East Box, LLC	Christopher	Aslam
3804	TX	Tyler	6915 S Broadway Ave	75703	(903) 939-9632	East Box, LLC	Christopher	Aslam
3805	TX	Tyler	121 N Northwest Loop 323	75702	(903) 596-7739	East Box, LLC	Christopher	Aslam
932	TX	Uvalde	801 E Main St	78801	(830) 486-0500	San-Tex Restaurants, Inc.	Marco	Rivera
4745	TX	Van Alstyne	121 S Henry Hynds Expy	75495	(903) 482-9450	Vinder Foods, LLC	Rabindranath	Viswanath
4764	TX	Victoria	1510 E Rio Grande St	77901	(361) 574-8649	A3H Foods II, LP	Angel	Pulido
4780	TX	Victoria	5229 N Navarro Dr	77904	(361) 579-9711	A3H Foods II, LP	Angel	Pulido
4718	TX	Vidor	1315 N Main St	77662	(409) 769-0542	TLIG Restaurants, LLC	Opiah	Izu
832	TX	Waco	5125 Bosque Blvd	76710	(254) 776-0097	Gulf Coast Jacks, Inc.	Umar	Ibrahim
852	TX	Waco	201 Hewitt Dr	76712	(254) 772-3600	Gulf Coast Jacks, Inc.	Umar	Ibrahim
3813	TX	Waco	1724 S Valley Mills Dr	76711	(254) 754-7514	Gulf Coast Jacks, Inc.	Umar	Ibrahim
3925	TX	Waller	31014 Fm 2920 Rd	77484	(936) 931-3519	A 3 H Foods, LP	Mouhammad	Keshani
3966	TX	Wallisville	22902 Interstate 10	77597	(409) 389-2451	TLIG Restaurants, LLC	Opiah	Izu
3720	TX	Watauga	6241 Rufe Snow Dr	76148	(817) 581-7391	Feast Texas LLC	Daniel	Myhren
3785	TX	Waxahachie	1204 N Highway 77	75165	(972) 923-9323	Ibrahim Investment Corporation	Umar	Ibrahim
733	TX	Weatherford	804 S Main St	76086	(817) 594-1246	Feast Texas LLC	Daniel	Myhren
3800	TX	Weatherford	2002 Clear Lake Rd	76086	(817) 594-3689	R&R Business Ventures, Inc.	Umar	Ibrahim
3621	TX	Webster	418 El Dorado Blvd	77598	(281) 286-4816	MZK Enterprise, LLC	Moeez	Khan
3930	TX	Webster	3134 Fm 528 Rd	77598	(281) 993-2044	TLG Restaurants LLC	Opiah	Izu
3933	TX	Weslaco	1538 N Texas Blvd	78596	(956) 973-0018	A3H Foods II, LP	Angel	Pulido
4735	TX	West Columbia	801 S 17th St	77486	(979) 345-4005	Gulf Coast Jacks, Inc.	Christopher	Edwards
676	TX	Wharton	1100 N Richmond	77488	(832) 503-9443	Cal-Tex Restaurants, Inc.	Atour	Eyvazian
4769	TX	White Settlement	8700 West Fwy	76108	(817) 246-1224	Indo Desert LLC	Steven	Myers
4771	TX	Wichita Falls	3125 Lawrence Rd	76308	(940) 689-9100	Feast Texas LLC	Daniel	Myhren
4828	TX	Wichita Falls	2610 Central Freeway	76306	(940) 851-0667	Feast Texas LLC	Daniel	Myhren
3640	TX	Willis	910 W Montgomery St	77378	(936) 856-9779	A 3 H Foods, LP	Mouhammad	Keshani
3921	TX	Winnie	350 Spur 5	77665	(409) 296-3118	TLIG Restaurants, LLC	Opiah	Izu

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
3994	TX	Woodville	102 N Magnolia St	75979	(409) 331-1136	TLIG Restaurants, LLC	Opiah	Izu
3826	TX	Wylie	201 S Highway 78	75098	(972) 442-6118	Spring Valley Jack, LLC	Tariq	Ahmed
7277	UT	Cedar City	1313 S Providence Center Dr	84720	(435) 586-7132	West Box LLC	Alonso	Alvarez
1305	UT	Saint George	1596 S Convention Center Dr	84790	(435) 986-0284	West Box LLC	Alonso	Alvarez
1306	UT	Washington	775 W Telegraph St	84780	(435) 656-4450	West Box LLC	Alonso	Alvarez
8421	WA	Aberdeen	400 E Heron St	98520	(360) 532-7243	AJP Enterprises, LLC	Steven	Wazny
8373	WA	Anacortes	2820 Commercial Ave	98221	(360) 299-8602	PARS GROUP LLC	Abdulreza	Khajavi
8466	WA	Arlington	3818 172nd St Ne	98223	(360) 653-3734	PARS GROUP LLC	Abdulreza	Khajavi
8366	WA	Auburn	524 A St Se	98002	(253) 939-3270	Northwest Food Management Group Inc.	Abdulreza	Khajavi
8427	WA	Auburn	340 15th St Ne	98002	(253) 939-6860	Northwest Food Management Group Inc.	Abdulreza	Khajavi
8320	WA	Battle Ground	19 Nw 12th Ave	98604	(360) 666-2281	Northwest Group, Inc.	Rajeev	Gupta
8367	WA	Bellevue	3179 156th Ave Se	98007	(425) 746-0527	Northwest Food Management Group Inc.	Abdulreza	Khajavi
8422	WA	Bellevue	1900 148th Ave Ne	98007	(425) 643-3388	Northwest Food Management Group Inc.	Abdulreza	Khajavi
8372	WA	Bellingham	1020 W Bakerview Rd	98226	(360) 647-6072	PARS GROUP LLC	Abdulreza	Khajavi
8457	WA	Bellingham	1075 E Sunset Dr	98226	(360) 671-7727	PARS GROUP LLC	Abdulreza	Khajavi
8380	WA	Blaine	8140 Birch Bay Square St	98230	(360) 366-3869	PARS GROUP LLC	Abdulreza	Khajavi
8460	WA	Bonney Lake	19510 State Route 410 E	98390	(253) 862-0999	AJP Enterprises, LLC	Steven	Wazny
8302	WA	Bothell	22736 Bothell Everett Hwy	98021	(425) 485-7364	Northwest Food Management Group Inc.	Abdulreza	Khajavi
8363	WA	Bremerton	4305 Kitsap Way	98312	(360) 782-0387	AJP Enterprises, LLC	Steven	Wazny
8449	WA	Bremerton	4219 Wheaton Way	98310	(360) 479-3443	AJP Enterprises, LLC	Steven	Wazny
8405	WA	Burien	14206 1st Ave S	98168	(206) 242-3364	Northwest Food Management Group Inc.	Abdulreza	Khajavi
8407	WA	Burien	1127 Sw 128th St	98146	(206) 244-1950	Northwest Food Management Group Inc.	Abdulreza	Khajavi
8379	WA	Burlington	9408 Old Highway 99	98233	(360) 757-0938	PARS GROUP LLC	Abdulreza	Khajavi
8455	WA	Burlington	610 S Burlington Blvd	98233	(360) 757-7580	PARS GROUP LLC	Abdulreza	Khajavi
8493	WA	Centralia	1130 Harrison Ave	98531	(360) 807-0277	AJP Enterprises, LLC	Steven	Wazny
8465	WA	Chehalis	113 Interstate Ave	98532	(360) 748-6505	AJP Enterprises, LLC	Steven	Wazny
8472	WA	Des Moines	22633 Marine View Dr S	98198	(206) 870-0995	Northwest Food Management Group Inc.	Abdulreza	Khajavi
8478	WA	Des Moines	1810 S 272nd St	98198	(253) 941-5958	Northwest Food Management Group Inc.	Abdulreza	Khajavi
8370	WA	Dupont	1275 Center Dr	98327	(253) 964-0759	AJP Enterprises, LLC	Steven	Wazny
8389	WA	East Wenatchee	501 Grant Rd	98802	(509) 884-1934	FEAST Foods, LLC	Shayne	Stimpson
8434	WA	Edmonds	21130 Highway 99	98026	(425) 771-5212	PARS GROUP LLC	Abdulreza	Khajavi
8484	WA	Ellensburg	115 W University Way	98926	(509) 933-2833	FEAST Foods, LLC	Shayne	Stimpson
8454	WA	Enumclaw	311 Griffin Ave E	98022	(360) 802-1087	AJP Enterprises, LLC	Steven	Wazny

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
8307	WA	Everett	11820 Evergreen Way	98204	(425) 356-9920	PARS GROUP LLC	Abdulreza	Khajavi
8310	WA	Everett	8520 Evergreen Way	98208	(425) 267-9651	PARS GROUP LLC	Abdulreza	Khajavi
8314	WA	Everett	1515 132nd St Se	98208	(425) 337-6666	PARS GROUP LLC	Abdulreza	Khajavi
8423	WA	Everett	2106 Everett Ave	98201	(425) 259-5283	PARS GROUP LLC	Abdulreza	Khajavi
8438	WA	Everett	1505 Se Everett Mall Way	98208	(425) 347-7171	PARS GROUP LLC	Abdulreza	Khajavi
8470	WA	Everett	4717 Evergreen Way	98203	(425) 339-0866	PARS GROUP LLC	Abdulreza	Khajavi
8305	WA	Federal Way	1610 S 347th Pl	98003	(253) 815-0059	AJP Enterprises, LLC	Steven	Wazny
8360	WA	Federal Way	2400 Sw 336th St	98023	(253) 874-5257	AJP Enterprises, LLC	Steven	Wazny
8420	WA	Federal Way	31130 Pacific Hwy S	98003	(253) 839-3592	AJP Enterprises, LLC	Steven	Wazny
8397	WA	Ferndale	1819 Main St	98248	(360) 380-5989	PARS GROUP LLC	Abdulreza	Khajavi
8447	WA	Fife	3402 Pacific Hwy E	98424	(253) 922-9439	AJP Enterprises, LLC	Steven	Wazny
8395	WA	Graham	22209 Meridian Ave E	98338	(253) 875-7782	NHG Enterprises LLC	Steven	Wazny
8303	WA	Issaquah	740 Nw Gilman Blvd	98027	(425) 837-1618	Northwest Food Management Group Inc.	Abdulreza	Khajavi
7180	WA	Kelso	104 N Minor Rd	98626	(360) 425-0685	Northwest Group, Inc.	Rajeev	Gupta
8426	WA	Kenmore	6100 Ne Bothell Way	98028	(425) 486-6856	PARS GROUP LLC	Abdulreza	Khajavi
8301	WA	Kennewick	2722 W 10th Ave	99336	(509) 585-0406	FEAST Foods, LLC	Shayne	Stimpson
8351	WA	Kennewick	4800 W Clearwater Ave	99336	(509) 374-0437	FEAST Foods, LLC	Shayne	Stimpson
8404	WA	Kent	221 Central Ave N	98032	(253) 854-2689	Northwest Food Management Group Inc.	Abdulreza	Khajavi
8429	WA	Kent	23911 104th Ave Se	98031	(253) 854-3044	Northwest Food Management Group Inc.	Abdulreza	Khajavi
8474	WA	Kent	20746 108th Ave Se	98031	(253) 852-1529	Northwest Food Management Group Inc.	Abdulreza	Khajavi
8496	WA	Kent	8829 S 180th St	98032	(425) 251-0286	Northwest Food Management Group Inc.	Abdulreza	Khajavi
8499	WA	Kent	16757 Se 272nd St	98042	(253) 631-5393	Northwest Food Management Group Inc.	Abdulreza	Khajavi
8448	WA	Kirkland	12409 Ne 116th St	98034	(425) 822-8442	Northwest Food Management Group Inc.	Abdulreza	Khajavi
8343	WA	Lacey	8215 Martin Way E	98516	(360) 438-8544	AJP Enterprises, LLC	Steven	Wazny
8430	WA	Lacey	4040 Martin Way	98506	(360) 491-4632	AJP Enterprises, LLC	Steven	Wazny
8388	WA	Lake Stevens	507 91st Ave Ne	98258	(425) 334-6130	PARS GROUP LLC	Abdulreza	Khajavi
8446	WA	Lakewood	11023 Bridgeport Wy SW	98499	(253) 343-6017	AJP Enterprises, LLC	Steven	Wazny
8450	WA	Lakewood	8814 S Tacoma Way	98499	(253) 581-7244	AJP Enterprises, LLC	Steven	Wazny
8468	WA	Lakewood	8504 Hipkins Rd Sw	98498	(253) 984-0661	AJP Enterprises, LLC	Steven	Wazny
8431	WA	Longview	1445 15th Ave	98632	(360) 636-3500	Northwest Group, Inc.	Rajeev	Gupta
8359	WA	Lynden	8083 Guide Meridian Rd	98264	(360) 354-6679	PARS GROUP LLC	Abdulreza	Khajavi
8381	WA	Lynnwood	17210 Highway 99	98037	(425) 745-6505	PARS GROUP LLC	Abdulreza	Khajavi
8464	WA	Lynnwood	1212 164th St Sw	98087	(469) 786-5208	PARS GROUP LLC	Abdulreza	Khajavi

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Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
8483	WA	Lynnwood	4323 196th St Sw	98036	(425) 673-7895	PARS GROUP LLC	Abdulreza	Khajavi
8308	WA	Marysville	9603 State Ave	98270	(360) 653-7447	PARS GROUP LLC	Abdulreza	Khajavi
8437	WA	Marysville	1125 4th St	98270	(360) 653-8344	PARS GROUP LLC	Abdulreza	Khajavi
8390	WA	Monroe	13714 Roosevelt Rd	98272	(360) 863-8377	PARS GROUP LLC	Abdulreza	Khajavi
8475	WA	Monroe	19905 State Route 2	98272	(360) 794-1896	PARS GROUP LLC	Abdulreza	Khajavi
8335	WA	Moses Lake	506 E Wheeler Rd	98837	(509) 764-1581	FEAST Foods, LLC	Shayne	Stimpson
8417	WA	Mount Vernon	304 E College Way	98273	(360) 428-6960	PARS GROUP LLC	Abdulreza	Khajavi
8344	WA	Mukilteo	11800 Mukilteo Speedway	98275	(425) 493-8470	PARS GROUP LLC	Abdulreza	Khajavi
8452	WA	Oak Harbor	32205 State Route 20	98277	(360) 675-1768	PARS GROUP LLC	Abdulreza	Khajavi
8424	WA	Olympia	520 Plum St Se	98501	(360) 754-7296	AJP Enterprises, LLC	Steven	Wazny
8473	WA	Pacific	402 Seattle Blvd N	98047	(253) 351-9346	AJP Enterprises, LLC	Steven	Wazny
8345	WA	Pasco	3109 W Court St	99301	(509) 544-0576	FEAST Foods, LLC	Shayne	Stimpson
8383	WA	Pasco	7214 Burden Blvd	99301	(509) 546-2174	FEAST Foods, LLC	Shayne	Stimpson
8358	WA	Port Angeles	902 E Front St	98362	(360) 417-5187	AJP Enterprises, LLC	Steven	Wazny
8451	WA	Port Orchard	1467 Olney St Se	98366	(360) 876-4236	AJP Enterprises, LLC	Steven	Wazny
8391	WA	Poulsbo	21599 Market Pl Nw	98370	(360) 394-5225	AJP Enterprises, LLC	Steven	Wazny
8361	WA	Pullman	310 Ne Stadium Way	99163	(509) 332-5317	FEAST Foods, LLC	Shayne	Stimpson
8462	WA	Puyallup	705 S Meridian	98371	(253) 435-6071	AJP Enterprises, LLC	Steven	Wazny
8463	WA	Puyallup	3750 S Meridian	98373	(253) 840-2411	AJP Enterprises, LLC	Steven	Wazny
8485	WA	Puyallup	16022 Meridian E	98375	(253) 435-0648	AJP Enterprises, LLC	Steven	Wazny
8488	WA	Puyallup	11024 Canyon Rd	98373	(253) 537-3467	AJP Enterprises, LLC	Steven	Wazny
8346	WA	Redmond	16280 Ne 87th St	98052	(425) 861-0681	Northwest Food Management Group Inc.	Abdulreza	Khajavi
8306	WA	Renton	4810 Ne 4th St	98059	(425) 793-5874	Northwest Food Management Group Inc.	Abdulreza	Khajavi
8409	WA	Renton	479 Rainier Ave S	98055	(425) 226-1923	Northwest Food Management Group Inc.	Abdulreza	Khajavi
8413	WA	Renton	2813 Sunset Blvd Ne	98056	(425) 228-5207	Northwest Food Management Group Inc.	Abdulreza	Khajavi
8327	WA	Richland	49 Columbia Point Dr	99352	(509) 943-8544	FEAST Foods, LLC	Shayne	Stimpson
8399	WA	Rochester	19715 Old Highway 99 Sw	98579	(360) 273-9866	NHG Enterprises LLC	Steven	Wazny
8333	WA	Sammamish	620 228th Ave Ne	98074	(425) 868-4131	Northwest Food Management Group Inc.	Abdulreza	Khajavi
8428	WA	Seatac	2840 S 188th St	98188	(206) 244-6293	Northwest Food Management Group Inc.	Abdulreza	Khajavi
8324	WA	Seattle	999 Nw Leary Way	98107	(206) 706-0524	PARS GROUP LLC	Abdulreza	Khajavi
8350	WA	Seattle	12515 Aurora Ave N	98133	(206) 365-2204	PARS GROUP LLC	Abdulreza	Khajavi
8406	WA	Seattle	9102 Rainier Ave S	98118	(206) 725-7143	Northwest Food Management Group Inc.	Abdulreza	Khajavi
8412	WA	Seattle	4749 University Way Ne	98105	(206) 525-5599	PARS GROUP LLC	Abdulreza	Khajavi

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
8425	WA	Seattle	8502 Aurora Ave N	98103	(206) 524-2296	PARS GROUP LLC	Abdulreza	Khajavi
8467	WA	Seattle	1907 4th Ave S	98134	(206) 628-9028	PARS GROUP LLC	Abdulreza	Khajavi
8476	WA	Seattle	4203 Sw Admiral Way	98116	(206) 932-7315	PARS GROUP LLC	Abdulreza	Khajavi
8490	WA	Seattle	5903 1st Ave S	98108	(206) 764-9564	PARS GROUP LLC	Abdulreza	Khajavi
8497	WA	Seattle	13055 Lake City Way Ne	98125	(206) 364-3485	PARS GROUP LLC	Abdulreza	Khajavi
8368	WA	Sequim	1280 W Washington St	98382	(360) 681-4069	AJP Enterprises, LLC	Steven	Wazny
8329	WA	Shelton	2947 Olympic Hwy N	98584	(360) 427-1468	AJP Enterprises, LLC	Steven	Wazny
8410	WA	Shoreline	18213 Aurora Ave N	98133	(206) 546-1978	PARS GROUP LLC	Abdulreza	Khajavi
8441	WA	Silverdale	10735 Silverdale Way Nw	98383	(360) 698-0150	AJP Enterprises, LLC	Steven	Wazny
8321	WA	Snohomish	827 Avenue D	98290	(360) 568-6644	PARS GROUP LLC	Abdulreza	Khajavi
8386	WA	Spanaway	20505 Mountain Hwy E	98387	(253) 847-2891	AJP Enterprises, LLC	Steven	Wazny
8326	WA	Spokane	4001 N Market St	99207	(509) 487-2586	FEAST Foods, LLC	Shayne	Stimpson
8338	WA	Spokane	2732 N Division St	99207	(509) 328-1041	FEAST Foods, LLC	Shayne	Stimpson
8385	WA	Spokane	10306 W Highway 2	99224	(509) 455-5155	FEAST Foods, LLC	Shayne	Stimpson
8400	WA	Spokane	1527 W Northwest Blvd	99205	(509) 326-6000	FEAST Foods, LLC	Shayne	Stimpson
8432	WA	Spokane	5 W Hawthorne Rd	99218	(509) 465-5865	FEAST Foods, LLC	Shayne	Stimpson
8435	WA	Spokane	1505 N Pines Rd	99206	(509) 891-4145	FEAST Foods, LLC	Shayne	Stimpson
8439	WA	Spokane	6318 N Division St	99208	(509) 484-5962	FEAST Foods, LLC	Shayne	Stimpson
8461	WA	Spokane	505 W 3rd Ave	99201	(509) 456-0540	FEAST Foods, LLC	Shayne	Stimpson
8480	WA	Spokane	4220 E Sprague Ave	99202	(509) 533-1191	FEAST Foods, LLC	Shayne	Stimpson
8442	WA	Spokane Valley	2205 N Argonne Rd	99212	(509) 922-7320	FEAST Foods, LLC	Shayne	Stimpson
8369	WA	Stanwood	26906 92nd Ave Nw	98282	(360) 629-2384	PARS GROUP LLC	Abdulreza	Khajavi
8376	WA	Sumner	827 Valley Ave	98390	(253) 863-1698	AJP Enterprises, LLC	Steven	Wazny
8362	WA	Sunnyside	100 W South Hill Rd	98944	(509) 837-3644	FEAST Foods, LLC	Shayne	Stimpson
8304	WA	Tacoma	2054 6th Ave	98403	(253) 597-8974	AJP Enterprises, LLC	Steven	Wazny
8340	WA	Tacoma	4702 S Center St	98409	(253) 460-3441	AJP Enterprises, LLC	Steven	Wazny
8371	WA	Tacoma	5207 Tacoma Mall Blvd	98409	(253) 472-0533	AJP Enterprises, LLC	Steven	Wazny
8411	WA	Tacoma	5517 Pacific Ave	98408	(253) 473-3407	AJP Enterprises, LLC	Steven	Wazny
8416	WA	Tacoma	6702 6th Ave	98406	(253) 565-2934	AJP Enterprises, LLC	Steven	Wazny
8440	WA	Tacoma	7605 S Hosmer St	98408	(253) 475-9465	AJP Enterprises, LLC	Steven	Wazny
8445	WA	Tacoma	10656 Pacific Ave S	98444	(253) 536-1995	AJP Enterprises, LLC	Steven	Wazny
8469	WA	Tacoma	2420 Pacific Ave	98402	(253) 627-2907	AJP Enterprises, LLC	Steven	Wazny
8477	WA	Tacoma	15114 Pacific Ave S	98444	(253) 536-3280	AJP Enterprises, LLC	Steven	Wazny

EXHIBIT D - LIST OF FRANCHISED LOCATIONS (as of September 30, 2019)

Unit No.	State	City	Street Address	Zip	Phone	EntityName	FirstName	LastName
8398	WA	Tillicum	15310 Union Ave Sw	98498	(253) 584-0613	NHG Enterprises LLC	Steven	Wazny
8365	WA	Tukwila	3742 S 144th St	98168	(206) 242-8877	Northwest Food Management Group Inc.	Abdulreza	Khajavi
8443	WA	Tukwila	16400 W Valley Hwy	98188	(425) 235-5060	Northwest Food Management Group Inc.	Abdulreza	Khajavi
8481	WA	Tukwila	13050 Interurban Ave S	98168	(206) 242-3525	Northwest Food Management Group Inc.	Abdulreza	Khajavi
8319	WA	Tumwater	1635 Mottman Rd Sw	98512	(360) 357-1068	AJP Enterprises, LLC	Steven	Wazny
8471	WA	Tumwater	110 Trosper Rd Sw	98501	(360) 705-1506	AJP Enterprises, LLC	Steven	Wazny
8482	WA	University Place	3922 Bridgeport Way W	98466	(253) 565-3513	AJP Enterprises, LLC	Steven	Wazny
8313	WA	Vancouver	16333 Se 12th St Bldg A	98683	(360) 260-2666	Northwest Group, Inc.	Rajeev	Gupta
8318	WA	Vancouver	7650 Ne Fourth Plain Rd	98662	(360) 891-8806	Northwest Group, Inc.	Rajeev	Gupta
8330	WA	Vancouver	13009 Ne Highway 99 Ste 300	98686	(360) 576-7023	Northwest Group, Inc.	Rajeev	Gupta
8331	WA	Vancouver	7205 Ne 117th Ave	98662	(360) 885-2450	Northwest Group, Inc.	Rajeev	Gupta
8375	WA	Vancouver	7815 Ne 6th Ave	98665	(360) 546-2050	Northwest Group, Inc.	Rajeev	Gupta
8487	WA	Vancouver	221 Ne 104th Ave	98664	(360) 885-3898	Northwest Group, Inc.	Rajeev	Gupta
8491	WA	Veradale	711 N Sullivan Rd	99037	(509) 892-0475	FEAST Foods, LLC	Shayne	Stimpson
8322	WA	Walla Walla	212 S 9th Ave	99362	(509) 529-1832	FEAST Foods, LLC	Shayne	Stimpson
8328	WA	Washougal	3307 Evergreen Way #201	98671	(360) 335-8406	Northwest Group, Inc.	Rajeev	Gupta
8378	WA	Wenatchee	408 N Chelan Ave	98801	(509) 667-1627	FEAST Foods, LLC	Shayne	Stimpson
8489	WA	Woodinville	17445 131st Ave Ne	98072	(425) 486-4580	Northwest Food Management Group Inc.	Abdulreza	Khajavi
8300	WA	Yakima	2317 S First St	98903	(509) 248-3796	FEAST Foods, LLC	Shayne	Stimpson
8315	WA	Yakima	1002 N 1st St	98901	(509) 452-5260	FEAST Foods, LLC	Shayne	Stimpson
8494	WA	Yakima	3907 Tieton Dr	98902	(509) 972-4368	FEAST Foods, LLC	Shayne	Stimpson
8336	WA	Yelm	1001 E Yelm Ave	98597	(360) 400-5225	AJP Enterprises, LLC	Steven	Wazny

Franchisees Who Ceased To Do Business
Under A Franchise Agreement During The Fiscal Year 2019

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 September 29, 2019, 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.

Left Jack in the Box System

Name	Address	Phone
Reynold Forsum	34118 Pacific Coast Hwy #6, Dana Point, CA 92629	(949) 496-0929

Closed Jack in the Box Restaurants

Unit No.	Name	Address	Phone	Closed Date
**3613	Atour Eyvazian	4232 Highway 6 N, Houston, TX 77084	832-503-8867	08/2017
3222	Behzad Nematzadeh	1132 Clovis Ave, Clovis, CA 93612	559-297-1992	10/1/2018
**513	Behzad Nematzadeh	6729 Skyway, Paradise, CA 95969	530-872-3336	11/2018
4759	Tanzeem Rizvi	12330 Greenville Ave, Dallas, TX 75243	214-570-8691	11/4/2018
844	Anil Yadav	17501 Interstate 35 N, Schertz, TX 78154	210-651-5911	11/12/2018
909	Anil Yadav	2866 Thousand Oaks Dr, San Antonio, TX 78232	210-545-1262	11/16/2018
8239	Christopher Scanlan	95-221 Kipapa Dr, Mililani, HI 96789	808-625-2811	11/18/2018
1534	Mustahil Shah	3030 W El Camino Del Cerro, Tucson, AZ 85745	520-888-1656	3/1/2019
3831	Bashir Ben Eramya	121 E State Highway 121, Coppell, TX 75019	214-488-3969	3/10/2019

Unit No.	Name	Address	Phone	Closed Date
777	Bassam Odeh	521 N Watson Rd, Arlington, TX 76011	817-640-8552	3/30/2019
8418	Abdulreza Khajavi	12 Bellevue Way Se, Bellevue, WA 98004	425-454-9387	5/27/2019
4079	Kelly Kuhlmann	5905 S Lindbergh Blvd, Saint Louis, MO 63123	314-894-2573	6/1/2019
8311	Bashir Ben Eramya	1491 Tapteal Dr, Richland, WA 99352	509-374-0810	6/9/2019
**1266	Laura Olguin	5000 Montgomery Blvd Ne, Albuquerque, NM 87111	505-884-0816	9/5/2019
3201	Behzad Nematzadeh	18271 Gale Ave, City Of Industry, CA 91748	626-810-7963	7/10/2019

**3613 was damaged by Hurricane Harvey in August 2017. This restaurant never reopened. Our accounting department counted this unit permanently closed in our system on July 8, 2019. We are including this unit as closed in fiscal year 2019.

**513 was completely burned down in a fire in November 2018. Our accounting department counted this unit permanently closed in our system on November 6, 2019. We are including this unit as closed in fiscal year 2019.

**1266 was an unauthorized closure by operator on September 5, 2019. Our accounting department marked the closure date as of October 28, 2019 in our system. We are including this unit as closed in fiscal year 2019.

Development Agreements Terminated in Fiscal Year 2019:
None.

Franchisees Who Have Not Communicated in 10 Weeks Prior to Issuance Date:
None.

List of Franchisees Who Have Signed an Agreement, but Not Yet Opened A Unit as of September 30, 2019

(Under Table 5 in Item 20: Company does not sign a franchise agreement for a new unit until the Restaurant is ready to open. Accordingly, Column 1 of Table 5 labelled "Franchise Agreement signed but Outlets Not Yet Opened" includes the sites that developers / franchisees have submitted to Company and Company has accepted.)

Individual Developer/Franchisee Name	Business Address	Business Phone	Accepted Site(s)
Christopher Aslam	PO Box 496539, Garland, TX 75049	(972) 240-5225	US 175 & Buckner, Dallas TX I-30 & Jim Miller Rd, Dallas TX
Dawood Beshay	41856 Ivy Street #201, Murrieta, CA 92562	(951) 816-0189	Central Ave & Cambern Ave, Lake Elsinore CA Temescal Cyn Rd & Indian Truck Trail, Corona CA Valley Center Rd & Miller Rd, Valley Center CA Tavern Rd & Victoria Park Terrace, Alpine CA Diamond Dr & Lakeshore Dr, Lake Elsinore CA Dennery Rd & Home Depot Drwy, Otay Mesa CA Oceanside Blvd & 1-5 Fwy, Oceanside CA
Pankaj Bhatia	4917 Genesta Ave., Encino, CA 91316	(818) 285-2160	E Betteravia Rd & S Bradley Rd, Santa Maria CA
Manuel Colorado	13636 Breton Ridge St, Unit A-H, Houston, TX 77070	(713) 703-3289	Expy 83 & E Donna Blvd, Donna TX Highway 59 & SR 1127, Shepherd, TX 3 Mile Rd W & W Frontage Rd., Weslaco, TX N Expy 77 & Morrison Rd, Brownsville, TX McPherson & Monarch, Laredo, TX Caesar Chavez & Duranta, Alamo, TX
George Crankshaw	23736 Birtcher Drive, Lake Forest, CA 92630	(949) 367-2980	Valley View St & Chapman Ave, Garden Grove CA
Priya Dhillon	23 Via Palladio, Newport Coast, CA 92657	(562) 402-4110	Centinela Ave & Inglewood Ave, Inglewood CA
Adel Farag	1930 E 4rd St, Ste 20, Tempe, AZ 85281	(480) 967-8976	Mohave Valley Hwy & Hammer Ln, Fort Mohave AZ
Maria Galaviz	1945 West Main Street, Mesa, AZ 85201	(480) 962-9919	Signal Butte Rd & Point Twenty Two Blvd, Mesa, AZ Ellsworth Rd & Guadalupe, Mesa AZ US-70 & S 20th Ave, Safford AZ
Mark O. Graffius	23736 Birtcher Drive, Lake Forest, CA 92630	(949) 367-2980	Grand Ave & E First St, Santa Ana CA
Gregory Gribble	143 W 14th St, Upland, CA 91786	(909) 467-3930	Sierra Ave & Highland Ave, Fontana CA
Umar Ibrahim	1915 Westridge Drive, Irving, TX 75038	(972) 550-1282	E Central Texas Expy & Knights Way, Harker Heights Dale Evans Dr & I-3SE, Italy TX E Broad St & Cannon Dr, Mansfield

Individual Developer/Franchisee Name	Business Address	Business Phone	Accepted Site(s)
			SR 161 & Mayfield Rd, Grand Prairie
Mouhammad Keshani	20008 Champions Forest Dr., Ste. 501, Spring, TX 77379	(832) 678-3590	Quitman St & US 59, Houston, TX W Orem Rd & South Fwy, Houston, TX
Saeed Khan	5920 Cutting Blvd, El Cerrito, CA 94530	(510) 334-8220	I-45 & League City Pkwy, League City TX W Grand Ave & Market St, Oakland, CA
Eddie Nieves	4917 Genesta Ave., Encino, CA 91316	(818) 285-2160	Kern St & 10th St, Taft CA
Behzad Nematzadeh	4917 Genesta Ave., Encino, CA 91316	(818) 285-2180	N Chestnut Ave & E Olive Ave, Fresno CA Whitesbridge Ave & S Kline St, Kerman CA Hwy 99 & Shaw Ave, Fresno CA W Merced St & S 10th St, Fowler CA W. Wood Street & N. Humboldt Ave, CA
Patrice Roux	1660 N Farmersville Blvd., Farmersville, CA 93223	(559) 625-4887	Crowley Ave & Plaza Dr, Visalia CA Mooney Blvd & E Bardsley Ave, Tulare CA E California Ave & S Owens St, Bakersfield, CA
Clyde Rucker	904 E Braker Lane, Austin, TX 78753	(512) 339-6101	E Hwy 71 & Cardinal Loop, Austin TX
Mustahil Shah	6079 E. Grant Road, Tucson, AZ 85712	(520) 398-7610	Marana Rd & Sandario Rd, Marana AZ Ina Rd & N Cam De La Cruz, Tucson AZ
Terry Shindle	14173 Green Tree Blvd, Ste J, Victorville, CA 92395	(760) 245-5073	Montara Rd & Sunrise St, Barstow CA Little League Dr & Pam St, San Bernardino CA
Sudesh Sood	4917 Genesta Ave., Encino, CA 91316	(818) 285-2160	Mason Ave & Lassen St, Los Angeles CA
Riju Sood	4917 Genesta Ave., Encino, CA 91316	(818) 285-2160	6300 Santa Monica Blvd, Los Angeles, CA
Usha Sood	4917 Genesta Ave., Encino, CA 91316	(818) 591-7230	Sepulveda Blvd & Plummer St, North Hills CA
Adam Stine	10851 N. Black Canyon Hwy, Ste. 850, Phoenix, AZ 85029	(602) 689-1414	W Baseline Rd & S 59th Ave, Phoenix AZ Glendale Ave & 91st Ave, Glendale AZ
Stephen Stine	10851 N. Black Canyon Hwy, Ste. 850, Phoenix, AZ 85029	(602) 843-0530	Dunlap Ave & 29th, Phoenix AZ Verrado Wy & McDowell, Buckeye, AZ
Kevin Townsend	25 Savona Walk, Long Beach, CA 90803	(949) 943-2526	Lakewood Blvd & Willow St, Long Beach CA
Anil Yadav	3550 Mowry Ave., Suite 301, Fremont, CA 94538	(510) 792-3393	Elk Grove Blvd & Hwy 99, Elk Grove CA Thornton Road & Wagner Heights Road, Stockton, CA
Hai Zaidul	303 E. Baseline St., San Bernardino, CA 92410	(626) 422-9255	Yucaipa Blvd & Crilly Ln, Yucaipa Pepper Ave & Valley Blvd, Colton, CA Cherry Valley Blvd & Desert Lawn Dr, Calimesa, CA Mentone Blvd & Wabash Ave, Mentone, CA

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 DIFFERENT RULES, LLC, a Delaware limited liability company, having its principal place of business at 9357 Spectrum Center Blvd, San Diego, California 92123 ("Different Rules"); and_____, a_____ _____corporation, having its principal place of business at _____ ("Prospective Franchisee") (collectively, "Parties").

WHEREAS, Different Rules 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 Different Rules.
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 Different Rules shall be subject to repossession by Different Rules 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 Different Rules's property. All documents and other tangible expressions of the Proprietary Information shall be returned to Different Rules or be destroyed, if so instructed in writing by Different Rules.
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 Different Rules;
    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 Different Rules 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 Different Rules of the existence, terms and circumstances surrounding the governmental request or requirement;
    b. Consult with Different Rules on the advisability of taking steps to resist or narrow the request;
    c. Cooperate with Different Rules 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. Different Rules 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: _____

DIFFERENT RULES, LLC

Print name: David Ouellette

By: _____

Title: Franchise Recruiting Director

Date: _____

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JACK IN THE BOX FRANCHISE APPLICATION

Personal Information

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

Residence **Previous Address** if at this residence for fewer than 10 years

_____ _____
Street Street

_____ _____
City State/Zip 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 Different Rules and its affiliates? *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** _____

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Affiliates

Yes ☐ **No** ☐ Do you 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			

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Personal Finance Statement

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.

_____

_____

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Partner's Information

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**

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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. By expressing interest in becoming and/or applying to become a franchisee operator, I consent to the Company's collection, use, and disclosure of my personal information in this manner or as described in the then-current privacy policy or similar policies.

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
2016	☐	☐	
2017	☐	☐	
2018	☐	☐	
2019	☐	☐	

☐ 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
2016	☐	☐	
2017	☐	☐	
2018	☐	☐	
2019	☐	☐	

☐ 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

- Different Rules requires the proposed Operator to submit a business plan. The business plan must be approved by Different Rules 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** _____

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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 $ _____

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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 DIFFERENT RULES, LLC, a Delaware limited liability company, having its principal place of business at 9357 Spectrum Center Blvd, San Diego, California 92123 ("Company"); and _____, a _____corporation, having its principal place of business at _____ ("Prospective Franchisee") (collectively, "Parties").

WHEREAS, Company 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 Company.

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 Company shall be subject to repossession by Company 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 Company's property. All documents and other tangible expressions of the Proprietary Information shall be returned to Company or be destroyed, if so instructed in writing by Company.

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 Company;

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 Company 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 Company of the existence, terms and circumstances surrounding the governmental request or requirement;

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

c. Cooperate with Company 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. Company 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:	**DIFFERENT RULES, LLC**
Print name: _____	Print name: _____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT G

STATEMENT OF PROSPECTIVE FRANCHISEE

STATEMENT OF PROSPECTIVE FRANCHISEE

Different Rules, LLC (Company) 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 Company is relying on the statements I make in this document. With this understanding, I represent to Company that the following is true and correct:

1. No representatives of Company 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 Company except those expressly set forth by Company 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 Company 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 H-1

FRANCHISE AGREEMENT

JACK IN THE BOX

FRANCHISE AGREEMENT

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

ATTACHMENT 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 DIFFERENT RULES, LLC, a Delaware limited liability company, having its principal place of business at 9357 Spectrum Center Blvd, San Diego, California 92123 (“Company”); and , , and , a [jurisdiction] [type of entity], with its principal place of business at ("Franchisee").

RECITALS

Company 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").

Company 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 Company 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.

Company 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 Company uses and makes available to its Franchisees, in the operation of a JACK IN THE BOX restaurant.

Franchisee acknowledges that Company 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

Company 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 Company may authorize from time to time in the operation of a JACK IN THE BOX restaurant (the "Franchised Restaurant") at , more fully described in Attachment 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. Company 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 company-operated restaurants (which may be operated by us or our affiliates, parents or subsidiaries), franchised restaurants or any alternative marketing channels or methods of distribution, and (iii) both outside and within the trading area of Franchisee's restaurant. Company 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 Company 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 Company, on or before the execution of this Agreement, the sum of fifty thousand dollars ($50,000). This entire sum is fully earned by Company 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 Company 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 Company's standard form lease or lease addendum. Regardless of whether Company'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 Company may reasonably require;

3. Company 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 Company 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 Company on Franchisee's responses to such notices;

5. If Franchisee is in default under the lease or if this Agreement is terminated, Company 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; and

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.

You will not be permitted to open the Franchised Restaurant for business unless Company approves the lease in writing. You may not amend or modify the lease without Company's prior written approval. Company'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 Company'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 Company's Franchise Disclosure Document.

B. Franchisee has delivered to Company 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 Company. 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 (Attachment B). "Owner" means each person or entity that has any indirect or direct equity interest in Franchisee.

D. Company 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 Company'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 Company 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 Company 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 Company to Franchisee.

A. The Manuals

The parties agree that Franchisee's adherence to Company'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 Company from time to time (collectively, "Manuals"), shall contain mandatory restaurant operating standards, specifications and procedures as prescribed from time to time by Company 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 Company may, in its sole discretion, change from time to time. (Wherever this agreement states that Company may take action in its “sole discretion,” Company 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 Company to the menu, service expectations, restaurant environment, customer offerings, product pricing, and other elements of the System standards, specifications, and procedures, which Company, 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 Company, and Company 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 Company, 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 Company. The building shall be decorated, furnished and equipped with furnishings and restaurant equipment that meet Company'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 Company to be necessary. Franchisee shall undertake and complete such repairs, improvements and alterations as may be required by Company within a reasonable time as specified by Company. 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 Company, and shall also be made at Franchisee's expense.

Except as may be provided in any lease between Company (or its parents, affiliates, or subsidiaries) 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 Company (or its parents, affiliates, or subsidiaries), 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 Company in accordance with the notice provisions of this Agreement.

C. Signs

Franchisee shall display the Marks only in the manner authorized by Company. Franchisee shall maintain and display signs (including menu panels, posters or similar items) (collectively, “Signs”) as required by Company from time to time. Franchisee shall display or use Signs only at the Premises or as otherwise permitted by Company 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 Company, 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 Company in the Franchised Restaurant. Franchisee shall maintain such equipment in a condition that meets standards set forth in the Manuals or otherwise prescribed by Company, 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 Company. If Company 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 Company. Upon notification that any equipment, furnishings or supplies do not meet Company 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 Company's mobile app, social media, and other technology-related standards and procedures, as they are established and modified by Company in its sole discretion from time to time.

F. Ingredients, Materials and Supplies

Franchisee shall purchase from such sources as shall be approved by Company (of which Company 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 Company 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 Company to approve any alternative or additional sources of such ingredients, materials or supplies, Franchisee shall submit to Company a written request for the approval and such information and samples as Company requests. Company 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 Company does not approve, of the reasons therefor. All costs and expenses associated with Company approving, reevaluating and working with such additional suppliers will be charged to the supplier or to Franchisee. Company 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 Company 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 Company 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 Company. All food, drink and other menu items shall be sold in packaging approved by Company. Upon notification that any food, beverages, supplies or packaging does not meet Company 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 Company may require that Franchisee use an "all inclusive" pricing structure or tiered pricing structure, and/or other pricing system, and Company may set maximum prices on products and services to the extent permitted by law. If Company imposes a maximum price on a particular item, Franchisee may charge any price on the item, consistent with the Company pricing structure, up to and including the maximum price. Company 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 Company 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 Company for the reasonable cost of a re-audit. Additionally, if Company 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, Company 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 Company in writing. The precise hours of operation may be determined by Franchisee, subject to applicable government regulation and Company'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 Company.

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 Company 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 Company. Alternatively, and only with the prior written approval of Company, 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, Company may, subject to the satisfaction of certain criteria and Company 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 Company, enter into agreements and modifications of agreements with Company 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 Company from time to time**.**

If Franchisee owns more than fifteen (15) JACK IN THE BOX franchises, Company 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 Company.

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 Company’s Standards relating to grooming, and wear the uniforms approved or mandated by Company. Company 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 Company, 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 Company 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 Company. All advertising by Franchisee shall be completely factual, in good taste in the judgment of Company, 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 Company 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 Company. All materials on which the Marks appear shall include such notice of registration or license legend or such other notice as Company shall specify. Franchisee agrees to immediately remove or discontinue the use of any objectionable material upon receiving notice from Company 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 Company 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 Company.

N. Access to Premises

Company 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 Company 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 Company 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. Company may require Franchisee to use specific product pricing during the test period. Company 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 Company's delivery and catering standards and procedures, as they are established and modified by Company 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 Company, 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 Company when adopting, modifying or allowing deviations from standards, specifications and procedures for the System; provided however, that Company shall retain the sole and absolute discretion to accept or reject any such proposals.

If any System modification proposal by Franchisee is adopted by Company and becomes part of the System, Franchisee acknowledges that Company 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 Company, 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. Company 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, Company 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 Company promptly upon the expiration or earlier termination of this Agreement.

C. Company 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. Company 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 Company; and (iii) certain other amounts that may be obtained from third parties and contributed or allocated by Company to the Marketing Fund. Company 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 Company, 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 Company 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 Company, as Company shall from time to time determine.

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

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

F. Company 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 Company's Certified Franchise Restaurant Manager Training Program in San Diego, California, or such other location as may be designated by Company. 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 Company. The designation "Certified" Franchise Restaurant Manager shall not be applied to any individual who has not successfully completed such continuing education programs as Company 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 Company 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 Company 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 Company 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 Company or Company'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 Company, 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 Company 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 Company or Company's designee.

B. Marketing Fee

Franchisee must pay to Company 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. Company 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 Company will have one vote for each JACK IN THE BOX restaurant that they operate and that pays the then-standard Marketing Fee; however, Company'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 Company or Company'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 Company 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 Company 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 Company through a pre-authorized payment system (which authorizes Company 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 Company. 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, Company 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, Company 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, Company.

F. Security Interest

To secure prompt and complete payment of the “Obligations,” as hereinafter defined, Franchisee hereby grants to Company 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 Company from time to time under this Agreement (including Royalties, Marketing Fees and interest); all amounts owed by Franchisee to Company from time to time under any other agreement between Company and Franchisee; all costs and expenses incurred by Company in order to enforce this

Agreement and to collect the amounts due hereunder; and any advances made by Company to Franchisee.

Franchisee shall, at its sole cost and expense, execute and deliver to Company such other and further documents, instruments and agreements as reasonably requested by Company to create, maintain, perfect, or assure the priority of, the security interest granted hereby. Company 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 Company 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 Company 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 Company'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 Company

In addition to maintaining the above-referenced documents, Franchisee agrees to provide Company 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 Company. These must be provided to Company 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 Company) shall be audited by a Certified Public Accountant acceptable to Company, 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 Company within ninety (90) days after the close of each fiscal year of Franchisee. If Franchisee adjusts the annual financial statements after submitting them to Company, then Franchisee agrees to supply Company with such adjustments within thirty (30) days after making the adjustment.

4. If Company 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 Company each Monday morning by telephone or facsimile, or at such time, or by such other means, as Company reasonably requests.

5. Such other accounting and financial records as Company 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 Company 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 Company, on account of goods or services furnished to Franchisee through sale, lease or otherwise, or on account of collection by Company 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 Company.

D. Audits

Company 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 Company 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 Company) 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 Company 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 Company. The foregoing remedies are not exclusive, but in

addition to all other remedies and rights of Company under this Agreement or applicable law.

E. Release of Financial and Other Information

Franchisee hereby gives permission to Company 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 Company 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 Company 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 Company’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 Company 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 Company 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 Company.

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 Company; (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 (provided that Confidential Information expressly excludes payment card information associated with in-restaurant customer transactions made in the Franchised Restaurant), is and will remain the sole and exclusive proprietary property of Company. Company 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. Company 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 Company may issue relating to data used in the operation of the Franchised Restaurant. Franchisee shall immediately notify Company of any possible or actual data breach.

F. Company 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 Company, including, without limitation, specific identification of Company as a third-party beneficiary of such covenants, with the independent right to enforce them. Franchisee may be required to provide Company with copies of all such covenants.

G. Company 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 Company for which there is no adequate remedy at law. For these reasons, if Franchisee violates or threatens to violate any term of this provision, Company 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 Company in obtaining specific performance of, or an injunction against violation of, the requirements of this Section in addition to any other claims to which Company 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 Company, and that any use thereof by Franchisee shall inure to the benefit of Company. 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 Company's Marks or Company's ownership, title, right or interest in the Marks and/or the System and/or Company'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 Company 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 Company 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 Company'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 Company's right, title or interest in the Marks or System. Except as provided herein, Company 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 Company's prior written approval.

Franchisee shall immediately notify Company 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 Company shall have the sole discretion to take such action, if any, it deems appropriate. Company 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 Company. Company 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.

Company makes no express or implied warranty with respect to the validity of any Company Marks. Franchisee acknowledges Franchisee's understanding and agreement that Franchisee will be conducting business utilizing some Company Marks that have not been registered and that registration may not be granted for the

unregistered Marks, and that some Company Marks may be subject to use by third parties unauthorized by Company.

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 Company. Such requirements shall be specified in the Manuals, or may be specified in any Lease Agreement between Company and Franchisee, or otherwise provided to Franchisee in writing by Company. Prior to the opening of the Franchised Restaurant and thereafter, throughout the term of this Agreement, Franchisee shall furnish Company with evidence satisfactory to Company of such insurance coverages in effect in the form of Certificates of Insurance and any insurance policy endorsements required by Company, and a copy of the Franchisee's insurance policy(ies), if requested by Company. Renewal Certificates of Insurance shall be delivered to Company 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 Company, 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 Company 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 Company; (c) shall name Company and its Affiliates, and any other parties as Company 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 Company; and (e) shall contain a waiver of subrogation rights of the insurer(s) against Company, which waiver shall be effective regardless of whether any loss is caused by the act, omission or negligence of Company, 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 Company, 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, Company shall notify Franchisee, and Franchisee will assume the defense of such claims. If Franchisee fails to assume the defense, then Company 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 Company. Without limiting the generality of the foregoing, this provision applies to any Transfer between Owners.

Absent Company’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 Company, 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 Company'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 Company in writing.

The Articles of Incorporation, By-Laws, and other similar documents of Franchisee, copies of which shall be provided to Company upon Company’s request, shall at all times reflect the restrictions contained in this Agreement, unless otherwise directed by Company. 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 Different Rules, LLC, 9357 Spectrum Center Blvd, 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 Company; (iii) the payment by Franchisee of up to, but not exceeding, two thousand five hundred dollars ($2,500) per site to Company (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 Company) in favor of Company, 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 Company; (v) the payment of all amounts owed to Company 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 Company may require.

F. There are no restrictions on Company'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 Company.

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 Company'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 Company 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 Company within twelve (12) months, subject to the Right of First Refusal set forth in the following Section. During such period, Company 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 Company. Company shall make a complete accounting, and shall forward the net income from the operation to Franchisee or his estate, less Company'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 Company within a twelve (12) month period from the date of death or incapacity of such person, Company shall have the option but not the obligation to purchase such person's interest at fair market value, by giving notice of Company'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 Company, and Company has not exercised its option to purchase such person's interest at fair market value, Company 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 Company 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 Company's approval of the purchase in form acceptable to Company (completed by the prospective purchaser), a copy of the fully executed sales contract (expressly stating that the transfer is contingent upon Company approval and waiver of its right of first refusal), and such other information as Company may request. Company 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. Company 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, Company 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, Company 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, Company will designate, at its expense, an independent appraiser to determine the fair market value of the interest proposed to be transferred. Company 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 Company 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 Company the right of first refusal shall be void and of no force and effect.

Notwithstanding the above, Company'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 Company does not exercise its option, the proposed sale may nonetheless be concluded only with Company's written consent to the transfer. Such consent shall not be unreasonably withheld upon compliance with the conditions imposed by Company on such transfer, including, but not limited to, the following:

A. All obligations of Franchisee to Company, 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 Company's standards then in effect, including requirements relating to financial condition, character, managerial qualifications and commitment, and other conditions as Company may then be applying. It is understood that the prospective purchaser must meet with representatives of Company in San Diego, California, or such other location as Company may designate.

C. The prospective purchaser shall have completed Company's required training program for new franchisees to Company's satisfaction.

D. Company 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, Company'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 Company in a form satisfactory to Company.

F. Company 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 Company 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 Company 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

Company 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 Company 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 Company 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. Company 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 Company'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 Company contrary to the terms of Sections 5A or 10 of this Agreement.

6. Franchisee creates, maintains, or submits to Company, 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 Company's standards as outlined in the Manuals as measured by Company'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 Company 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 Company's specifications, failing to sell any product required by Company, or selling any product that is not approved by Company. 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 Company'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 Company may from time to time specify in the Manual or as Company 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 Company 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 Company 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 Company 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. Company'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 Company 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 Company's trade secrets, operating procedures, or promotional materials. Upon termination or expiration of this franchise, Franchisee will immediately return to Company all Manuals, together

with all other material containing trade secrets, restaurant operating instructions or business practices of Company.

G. Franchisee grants to Company, 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 Company'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 Company 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 Company 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 Company shall be a lien in favor of Company 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 Company that exist under statute, regulation or common law.

19. RESTRICTIONS ON OTHER BUSINESS INTERESTS

A. Franchisee shall be responsible for notifying Company 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 Company with such information about the activity as Company 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 Company agree to mediate said dispute in accordance with the terms of Section 20C of this Agreement; however, in no event will Company be required to mediate such a dispute if Franchisee has not timely notified Company 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 Company 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 Company 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 JACK IN THE BOX System at that time (currently, the JACK IN THE BOX System operates in a quick-service format, but Company 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 Company 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 Company may designate different or additional products as Core Menu Items at any time.)

2. Except as otherwise approved by Company 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 Company has no obligation to expand the JACK IN THE BOX 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. Company 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 Company, whether or not arising from this Agreement, shall not constitute a defense to Company's enforcement of the covenants in this Section.

E. Franchisee acknowledges that its failure to comply with the requirements of this Section will cause Company irreparable injury, and Franchisee hereby accordingly agrees that, in addition to all other legal or equitable rights and remedies that Company may have under this Agreement or otherwise, Company 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 Company 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 Company may designate. The undertakings shall be in writing in a form approved by Company. Company 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 attachments 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

Company 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 Company 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 Company 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 Company 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 Company, 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 Company, if Company 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 Company in writing (the "designation"), or by such mediator as complainant and respondent may otherwise agree to. Company 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 Company, 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 Company, then Company shall not be required to seek or to participate in mediation of any matter or dispute under this Section C. (although Company reserves the right to require mediation), and Company shall be free to commence or to pursue litigation at any time. Company 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 Company 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 Company 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 Company 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 Company's principal offices are located at the time suit is filed. Company may file any suit against Franchisee, arising out of this Agreement or otherwise, in any federal or state court in the judicial district where Company'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. Company and Franchisee irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by Company against Franchisee, or by Franchisee against Company 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 Company 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, Company shall be entitled to seek injunctive relief, in addition to such other relief to which it may be entitled in law or equity.

6. Company 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, Company 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 attachments 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 Company 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 Different Rules, LLC at its offices at 9357 Spectrum Center Blvd, San Diego, California 92123, Attention: Corporate Secretary, or at such other address as Company 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 Company for any failure of Franchisee to perform any obligation under this Agreement.

H. Signatures and Modification

This Agreement is not effective unless signed by Company. 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 Company 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 Company and Franchisee hereunder are cumulative, and no exercise or enforcement by Company or Franchisee of any right or remedy hereunder shall preclude the exercise or enforcement by Company or Franchisee of any other right or remedy hereunder to which Company 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 Company. Franchisee shall have no right to bind or obligate Company in any way, and shall in no way represent any right to do so. Company 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 Company, a notification that the Franchised Restaurant is independently operated. No fiduciary relationship between the parties exists.

DIFFERENT RULES, LLC
a Delaware limited liability company

By: _____
Name: Michael J. Snider
Title: Assistant Secretary
Date: _____

Entity Name,
a LLC/CORP

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT A

FRANCHISE RESTAURANT DESCRIPTION

ATTACHMENT 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 Different Rules, LLC ("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.

IN WITNESS WHEREOF, each Guarantor has hereunto affixed his signature on the same day and year as the Agreement was signed.

GUARANTOR(S)

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

ATTACHMENT C

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

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ATTACHMENT 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 _____, 20__, by and between DIFFERENT RULES, LLC, a Delaware limited liability company ("Company"), 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.

Company has created a Development Incentive program to encourage expansion of the Jack in the Box® franchised system. Company 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 pursuant to a development agreement dated _____.

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:

[OPTION A]

1. 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.

[OPTION B1]

1. 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 [THE ANNIVERSARY OF YEAR 1], the Royalty payable under the Agreement shall be equal to 2% of Gross Sales;

   b. For Gross Sales at the Franchised Restaurant for the period beginning [YEAR 2], and continuing until [YEAR 3], the Royalty payable under the Agreement shall be equal to 3% of Gross Sales;

   c. For Gross Sales at the Franchised Restaurant for the period beginning [YEAR 3], and continuing until [YEAR 20], the Royalty payable under the Agreement shall be equal to 5% of Gross Sales.

2. 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 Company or one of its affiliates in the amount of $250,000.00, pursuant to the terms of the Promissory Note as shown in Attachment C of Franchisee's Development Agreement date _____, 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.]

[OPTION B2]

1. 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 [THE ANNIVERSARY OF YEAR 1], the Royalty payable under the Agreement shall be equal to 2% of Gross Sales;

    b. For Gross Sales at the Franchised Restaurant for the period beginning [YEAR 2], and continuing until [YEAR 3], the Royalty payable under the Agreement shall be equal to 3% of Gross Sales;

    c. For Gross Sales at the Franchised Restaurant for the period beginning [YEAR 3], and continuing until [YEAR 20], the Royalty payable under the Agreement shall be equal to 5% of Gross Sales.

2. 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 Company or one of its affiliates in the amount of $300,000.00, pursuant to the terms of the Promissory Note as shown in Attachment C of Franchisee's Development Agreement date_____, 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.]

3. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Franchisee hereby releases and forever discharges Company, 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 Company 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 A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

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.

DIFFERENT RULES, LLC,
A Delaware corporation

By: _____
Name: _____
Title: _____
Date: _____

ENTITY,
a _____ limited liability co./corp.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT H-2

NONTRADITIONAL LICENSE AGREEMENT

JACK IN THE BOX

NONTRADITIONAL LICENSE AGREEMENT

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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 DIFFERENT RULES, LLC, a Delaware limited liability company, having its principal place of business at 9357 Spectrum Center Blvd, San Diego, California 92123 ("Company"); and _____, a [jurisdiction] [type of entity], with its principal place of business at _____ Licensee").

RECITALS

Company 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").

Company 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 Company 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.

Company 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 Company 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 Company'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 Company 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 Company 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 Company 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

Company 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 Company 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 Company 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 Company 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. Company 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 Company-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. Company 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 Company, on or before the execution of this Agreement, the sum of twenty-five thousand dollars ($25,000). This entire sum is fully earned by Company 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 Company 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 Company's standard form lease or lease addendum. Regardless of whether Company'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 Company 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 Company's prior written consent;

4. Licensee must use its best efforts to require that Licensee's landlord copy Company 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 Company on Licensee's responses to such notices;

5. Company 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, Company 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; and

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.

You will not be permitted to open the Licensed Restaurant for business unless Company approves the lease in writing. Company'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 Company 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 Company. 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 Company, in writing. Company 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 Company'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 Company's Franchise Disclosure Document.

F. Licensee is an independent contractor, and shall not be deemed an agent, partner, joint venturer or employee of Company; and no fiduciary relationship between the parties exists. Licensee shall have no right to bind or obligate Company in any way, and shall in no way represent any right to do so. Company shall have no control over the terms and conditions of employment of Licensee's employees.

G. Company 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 Company 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 Company from time to time (collectively, "Manuals"), shall contain mandatory restaurant operating standards, specifications and procedures as prescribed from time to time by Company 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 Company to the menu and other elements of the System standards, specifications and procedures, which Company, 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 Company, and Company 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 Company, 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 Company. The Premises shall be decorated, furnished and equipped with furnishings and restaurant equipment that meet Company'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 Company to be necessary. Licensee shall undertake and complete such repairs, improvements and alterations as may be required by Company within a reasonable time as specified by Company. 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 Company 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 Company in accordance with the notice provisions of this Agreement.

C. Signs

Licensee shall display the Marks only in the manner authorized by Company. Licensee shall maintain and display signs (including menu panels, posters or similar items) ("Signs") as required by Company from time to time. Licensee shall display or use Signs only at the Premises or as otherwise permitted by Company 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 Company, 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 Company in the Licensed Restaurant. Licensee shall maintain such equipment in a condition that meets standards set forth in the Manuals or otherwise prescribed by Company, 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 Company. If Company 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 Company. Upon notification that any equipment, furnishings or supplies do not meet Company 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 Company and as necessary to permit Company to receive from Licensee, within the time periods required by this Agreement or as otherwise required by Company, that information and in that format/media as reasonably specified by Company.

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

F. Ingredients, Materials and Supplies

Licensee shall purchase from such sources as shall be approved by Company (of which Company 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 Company 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 Company to consider any alternative or additional sources of such ingredients, materials or supplies, Licensee shall submit to Company such information and samples as Company requests. At Licensee's expense, Company 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 Company does not approve, of the reasons therefor. All costs and expenses associated with Company 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 Company 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 Company. All food, drink and other menu items shall be sold in packaging approved by Company. Upon notification that any food, beverages, supplies or packaging does not meet Company 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 Company may require that Licensee use an "all inclusive" pricing structure or tiered pricing structure, and/or other pricing system, and Company may set maximum prices on products and services to the extent permitted by law. If Company imposes a maximum price on a particular item, Licensee may charge any price on the item, consistent with the Company pricing structure, up to and including the maximum price. Company 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 Company 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 Company for the reasonable cost of a re-audit. Additionally, if Company 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, Company 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

Company 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 Company 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 Company written notice of such restrictions for approval by Company.

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 Company 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 Company for approval, which approval shall not be unreasonably withheld.

L. Access to Premises

Company 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 Company 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 Company in connection with any such entries and activities. If Licensee's contract with the Facility restricts Company's access to the Facility, any inspection by Company will be in accordance with the Facility's policies and Licensee must undertake all reasonable efforts to facilitate Company's ability to conduct inspections at the Licensed Restaurant.

M. Participation in Tests

From time to time, Company may require Licensee to participate in tests of new products, equipment, services and procedures at the Licensed Restaurant. Company may require Licensee to use specific product pricing during the test period. Company 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 Company's delivery and catering standards and procedures, as they are established and modified by Company 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 Company when adopting, modifying or allowing deviations from standards, specifications and procedures for the System; provided however, that Company shall retain the sole and absolute discretion to accept or reject any such proposals. If any proposal by Licensee is adopted by Company and becomes part of the System, Licensee acknowledges that Company 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 make for hire” under applicable law, Licensee hereby irrevocably assigns to Company, 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 Company's Certified Franchise Restaurant Manager Training Program in San Diego, California or such other location as may be designated by Company. 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 Company. 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 Company 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 Company 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 Company 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. Company, in its sole discretion, has the right to increase or decrease the Marketing Fee percentage not to exceed five percent (5%) of Gross Sales. Company will spend the Marketing Fee for any purpose that Company 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 Company.

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 Company 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 Company 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 Company through a pre-authorized payment system (which authorizes Company 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 Company. 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, Company shall have sole discretion to apply any payments by Licensee to any past due indebtedness of Licensee due to Company 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, Company 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 Company based on the records contained in the cash registers/computer terminals of the Licensed Restaurant. Each payment shall be made payable to Company or Company'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 Company of any of its obligations or for any other reason. Licensee shall pay to Company on demand any and all costs and expenses incurred by Company in collecting any monies owed to Licensee to Company. 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 Company 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 Company's request, Licensee shall, at its expense, provide to Company 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. Company shall have the right, in its reasonable discretion, to require that Licensee submit audited statements for any fiscal year. Licensee shall submit to Company, for review or auditing, such other forms, reports, records, information and data regarding the Licensed Restaurant as Company may reasonably designate, in the form and at the times and places reasonably required by Company and as specified from time to time in the Manual or otherwise in writing.

D. Taxes

Licensee will pay to Company 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 Company, on account of goods or services furnished to Licensee through sale, lease or otherwise, or on account of collection by Company 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 Company.

E. Audits

Company 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 Company'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 Company 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 Company for the reasonable cost of the audit or inspection.

9. CONFIDENTIAL INFORMATION

Licensee understands and acknowledges that **(1)** Company 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 Company 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 Company 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 Company. Company 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. Company 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 Company may issue relating to data used in the operation of the Licensed Restaurant. Licensee shall immediately notify Company of any possible or actual data breach. Company 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 Company 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 Company; (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 Company, and that any use thereof by Licensee shall inure to the benefit of Company. 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 Company's Marks or Company's ownership, title, right or interest in the Marks and/or the System and/or Company'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 Company 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 Company 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 Company'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 Company's right, title or interest in the Marks or System. Except as provided herein, Company 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 Company's prior written approval.

Licensee shall immediately notify Company 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 Company shall have the sole discretion to take such action, if any, it deems appropriate. Company 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 Company. Company 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 Company 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 Company.

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 Company in writing. The insurance requirements including but not limited to coverages and policy limits, may be increased or modified from time to time by Company 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.

Company and its Affiliates, and any other parties as Company 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 Company 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 Company, 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, Company shall notify Licensee and, at Company's election, Licensee must assume the defense of such claims or Company will defend such claims in the manner Company deems appropriate. If Company requires Licensee to defend such claims and Licensee fails to assume the defense as required by Company, then Company may defend in such manner as it deems appropriate. Licensee shall reimburse the indemnified party (or Company if Company 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 Company

There are no restrictions on Company'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 Company.

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 Company. 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 Company; (iii) the payment by Licensee of up to, but not exceeding, two thousand five hundred dollars ($2,500) per Licensed Restaurant to Company; (iv) the execution by each Owner of a general release (in form satisfactory to Company) in favor of Company, 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 Company; (v) the payment of all amounts owed to Company 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 Company; (ix) at Company'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 Company 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 Company 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 Company, if Company 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 Company 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 Company within which to remedy any default under this Agreement and provide evidence of that remedy to Company. 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 Company 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 Company 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 Company notifies Licensee otherwise in writing.

D. If Company 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, Company may immediately terminate this Agreement by providing written notice to Licensee without opportunity to cure. In the alternative, Company 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, Company 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. Company'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 Company 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 Company's trade secrets, operating procedures, or promotional materials. Upon termination or expiration of this franchise, Licensee will immediately return to Company all Manuals, together with all other material containing trade secrets, restaurant operating instructions or business practices of Company.

B. Licensee grants to Company, 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 Company'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 Company 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 Company 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 Company shall be a lien in favor of Company 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 Company that exist under statute, regulation or common law.

E. All obligations of Company 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 JACK IN THE BOX System operates in a quick-service format, but Company 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 Company 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 Company 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.

Company 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 Company 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 Company 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 Company 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 Company's principal offices are located at the time suit is filed. Company may file any suit against Licensee, arising out of this Agreement or otherwise, in any federal or state court in the judicial district where Company'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. **Company and Licensee irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by Company against Licensee, or by Licensee against Company 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 Company 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 Company 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. Company 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 Company 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 9357 Spectrum Center Blvd, San Diego, California 92123, Attention: Corporate Secretary, or at such other address as Company 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.

DIFFERENT RULES, LLC	**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. ("Company"), 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 Company 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 Company 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 Company 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 Company 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 Company 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 Company 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 Company under the Agreement;

and **(5)** monies received from any source by Company 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 Company. 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 Company in its sole discretion, in writing, releases those person(s) from this Guarantee.

If Company 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. Company's interests in and rights under this Guarantee are freely assignable, in whole or in part, by Company. 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 I-1

SINGLE UNIT DEVELOPMENT AGREEMENT

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is dated , , and entered into in the City of San Diego, State of California, by and between DIFFERENT RULES, LLC, a Delaware limited liability company, having its principal place of business at 9357 Spectrum Center Blvd, San Diego, California 92123, ("Company") 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. Company 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. Company 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 Company 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. Company 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 Company'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 Company'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 Company to induce Company to enter into this Agreement, including, but not limited to, an Application Package, together with any material changes therein, and it is understood that Company 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 Company, and partnerships, corporations or other legal entities that are directly or indirectly owned or controlled by Developer or Company, and all officers, directors, agents and employees of Developer or Company.

B. "Compliance Date" shall mean _____, which is the last day of Company'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 Company 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, Company 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, Company will not grant new *Jack in the Box* franchises to any person or entity other than Developer for the operation of, nor will Company open, any new *Jack in the Box* restaurant within the Development Area; however, if Company or any other franchisee already operates one or more *Jack in the Box* restaurants within the Development Area, Company 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). Company 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 Company.

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. [INTENTIONALLY DELETED].

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 Company's principal contact with Developer. Company 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 Company 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, Company has identified a site that may be appropriate for development as a Jack in the Box restaurant and Company 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 Company. 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 Company 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 Company'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 Company 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. Company will evaluate whether Developer has met Company's then-current criteria and inform Developer in writing whether or not Developer has Expansion Approval. Company 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 Company with a request for Company Site Approval.

(2) Developer acknowledges that Site Approval can be granted only by means of Company's Real Estate Site Committee ("RESC") Approval Form duly signed

by an authorized representative of Company and no other approval, whether oral or written, shall be effective or binding on Company. 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 Company during the Site Approval process.

(3) Company 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 Company 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 Company's standard form of lease addendum. Regardless of whether Company'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 Company 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 Company.

(4) Company 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, Company 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 Company has given Site Approval as provided herein. Developer further acknowledges that Company's acceptance of a site does not constitute any representation or guarantee by Company 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 Company;

(5) Submit the “permit set” of building plans to Company for Company's written approval;

(6) Provide Company with a copy of the “construction set” of building plans;
construct all required improvements in compliance with construction plans and specifications approved by Company;

(7) Decorate the restaurant in compliance with plans and specifications approved by Company;

(8) Purchase and/or lease and install all required equipment, furniture, furnishings and signs required by Company; and

(9) Purchase an opening inventory of food and other supplies and materials.

G. Upon Developer's written request, Company 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, Company will furnish standard prototypical building plans and specifications for a *Jack in the Box* restaurant reflecting Company'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 Company 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 Company an explanation of any such changes to Company's prototypical construction plans and specifications, and the Site Plan approved by Company. Such changes must be approved by Company in writing before any work is begun. Any cost, including engineering and architectural fees, incurred in obtaining Company 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 Franchise Agreement used by Company 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 Company 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 Company's approval is required under the terms of this Agreement, that approval is solely for the purpose of furthering Company's interest in obtaining adherence to Company'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 Company. In no event shall any assignment relieve Developer or any Owner of any obligations to Company under this Agreement unless Company 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 Company, 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 Company'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 Company 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 Company, shall at all times reflect the restrictions contained herein, unless otherwise directed by Company; 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 Different Rules, LLC, 9357 Spectrum Center Blvd, 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 Company; (ii) the payment by Franchisee of up to, but not exceeding, TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500) to Company (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 Company) in favor of Company, 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 Company; (iv) the signing of a personal guarantee by each transferee, if the transferring Owner had signed the same; and such other conditions as Company may require, including, but not limited to, Company's approval of the assignee's fiscal year.

E. There are no restrictions on Company's ability to assign this Agreement; and this Agreement is fully assignable by Company, and shall inure to benefit any assignee or other legal successor to the interest of Company.

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 Company's sole discretion to fulfill its requirements for developers in effect at the time of transfer and to meet any other requirements that Company 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 Company 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 Company within said six (6) months, such failure to assign shall be deemed a default hereunder and Company 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, Company 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 Company 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 Company in any dealings which Developer may have with third parties, and Developer shall not act for or make any representations on behalf of Company and shall have no power to contract on behalf of Company. Company 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 Company harmless against, and to reimburse Company 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 Company 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 Company 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 Company's standards, specifications or procedures under circumstances such that Developer could not have anticipated that they would give rise to liability. Company agrees to give Developer prompt notice of any such claim made against Company 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. Company and its affiliates, and any other parties as Company 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 Company and its affiliates, and any other parties as Company 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 Company certificates of insurance acceptable to Company (and a copy of the Developer's insurance policy(ies) if requested by Company) 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 Company may have under this Agreement, at law or in equity, in the event Developer defaults, then Company shall have the right to immediately terminate this Agreement and all development rights granted hereunder, in which event Company 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 Company'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 Company, or is otherwise in default under any other agreement, lease, promissory note or account with Company.

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 Company under Franchise Agreements or other agreements, leases, notes or accounts; and

(3) Shall not in and of itself alone terminate any Franchise Agreement between Company and Developer for the operation of Jack in the Box restaurants.

C. The rights of Company hereunder are cumulative and no exercise or enforcement by Company of any right or remedy hereunder shall preclude the exercise or enforcement by Company of any other right or remedy hereunder or which Company 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 Company

as a result of such default, including, without limitation, the right collect damages relating to such default, Company shall also be entitled to injunctive relief.

17. COSTS AND ATTORNEYS' FEES. If a claim for amounts owed by Developer to Company is asserted in any proceeding before a court of competent jurisdiction or arbiter, or if Company 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. INTERPRETATION. 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 Company 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. WAIVER OF OBLIGATIONS. Company 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 Company 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 Company 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 Company 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. Company 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 Company 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, Company 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 Company 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 Company'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 Company names, slogans and symbols shall inure to Company 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 Company nor shall Developer or any company controlled by Developer at any time question, deny or dispute the validity, right, title or interest of Company in and to the Marks or any of Company's registrations thereof. Except as may be expressly authorized by Company, 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 Company 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, Company 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 Company, using some Company 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 Company.

Developer shall immediately notify Company of any infringements or imitations of the Marks or the System, or of any challenges to Developer's use of any of the Marks or the System. Company 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 Company, Developer agrees to join and assist Company in any action relating to the right to use or the validity of the Marks, and Company agrees to indemnify Developer for reasonable costs and expenses necessarily incurred in assisting Company 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 Company.

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:

Different Rules, LLC: Different Rules, LLC
9357 Spectrum Center Blvd
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 Company 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 Company 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:

_____

Date:_____

DIFFERENT RULES, LLC

By:_____
Its:_____

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 Company, or by a company that specializes in institutional foodservice operations or has exclusivity rights or master lease rights. These locations include airports, the campuses of universities or colleges, hospitals, public transportation facilities, amusement parks, government facilities, malls, stadiums or other sports facilities, and similarly situated sites. Notwithstanding any provision of the Agreement to the contrary, at any time, Company 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 Company and/or other developers shall not constitute a violation of the Agreement. If Company 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 Different Rules, LLC, a Delaware limited liability company (hereinafter "Company"), 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 Company (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 a Royalty 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 B1: If the Developed Restaurant is opened as a *Jack in the Box* restaurant within Developer's primary designated market area(s) ("Core Market Area") on or before the Compliance Date, and otherwise in compliance with the terms and provisions hereof, upon execution of the Franchise Agreement:(i) for a period of one (1) year from commencement of the Franchise Agreement, Developer will pay a reduced "Royalty" (as defined in the Franchise Agreement) to Company equal to 2% of "Gross Sales" (as defined in the Franchise Agreement); (ii) in the second (2nd) year of the term of the Franchise Agreement, Developer will pay a reduced Royalty equal to 3% of Gross Sales; (iii) beginning with the first day of the third (3rd) year of the term of the Franchise Agreement, and continuing throughout the remainder of the term thereof, Developer will pay a Royalty 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; and Company or one of its

affiliates 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. Whether or not a restaurant has been developed within a Core Market Area will be determined in Company's sole discretion.

OPTION B2: If the Developed Restaurant is opened as a *Jack in the Box* restaurant within a designated market area that currently is or previously has been the subject of one or more Jack in the Box development agreement ("Developing Market Area") or within a designated market area that has not previously been developed by Company or Jack in the Box franchisees in any manner ("New Market Area") on or before the Compliance Date, and otherwise in compliance with the terms and provisions hereof, upon execution of the Franchise Agreement:(i) for a period of one (1) year from commencement of the Franchise Agreement, Developer will pay a reduced "Royalty" (as defined in the Franchise Agreement) to Company equal to 2% of "Gross Sales" (as defined in the Franchise Agreement); (ii) in the second (2^{nd}) year of the term of the Franchise Agreement, Developer will pay a reduced Royalty equal to 3% of Gross Sales; (iii) beginning with the first day of the third (3^{rd}) year of the term of the Franchise Agreement, and continuing throughout the remainder of the term thereof, Developer will pay a Royalty 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; and Company or one of its affiliates will make an interest free loan to Developer in the amount of $300,000.00 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. Whether or not a restaurant has been developed within a Developing or New Market Area will be determined in Company's sole discretion.

DEVELOPER:

_____

Date:_____

DIFFERENT RULES, LLC

By:_____
Its:_____

Date:_____

EXHIBIT C

[$250,000.00 or $300,000.00] 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, or order to _____ a _____, ("Lender"), at 9357 Spectrum Center Blvd, San Diego, California 92123, 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 or $300,000.00], 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, or with Lender's affiliate or parent, 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:

_____

_____
a [state] [type of entity]

By:_____
Its:_____

ADDENDUM TO DEVELOPMENT AGREEMENT

[To be used if Company 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 Different Rules, LLC, a Delaware limited liability company (hereinafter "Company"), 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 Company, 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. Company, or its parent, subsidiary, or affiliate (which, for the purposes of this Addendum shall also be referred to as Company), 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 Company has agreed to purchase [lease] Site No. ____. Under separate cover, Company 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 Company's possession; (vi) current development cost estimates; and (vii) a copy of the ____ Contract. Company 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 Company 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, Company's obligations to Developer with respect to Site No. ____ will also terminate; provided, however, that: (a) Company 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 Company has executed the ____ Contract, Developer hereby acknowledges and approves the specific terms and provisions of the ____ Contract. Concurrently with execution of this Agreement, Company and Developer shall execute a separate Assignment in the form of Exhibit D, attached hereto and incorporated herein by this reference, pursuant to which Company 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, Company 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 Company 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 Company'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 Company, and shall also enter into a separate agreement with an architect to provide any necessary services throughout the construction process. In the event Company has previously entered into an agreement with an architect for the site, to the extent permissible under such agreement, Company 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 Company 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 Company 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 Company or by Developer. Company shall provide Developer with one or more invoices for any and all unreimbursed costs and expenses incurred by Company in connection with the acquisition, investigation and development of Site No. ____, and Developer shall reimburse Company 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 Company, 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, Company 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 Company for Site No. ____ have been prepared by architects hired by Company, 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. Company 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 Company 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 Company 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:

_____

Different Rules, LLC

By: _____

Title: _____

EXHIBIT D

ASSIGNMENT

THIS ASSIGNMENT is made effective as of _____, by and between JACK IN THE BOX PROPERTIES, LLC, a Delaware limited liability company, [or JACK IN THE BOX INC., a Delaware corporation], whose business and post office address is 9357 Spectrum Center Blvd, 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 PROPERTIES, LLC, a Delaware limited liability company

By:_____
Its:_____

[or JACK IN THE BOX INC., a Delaware corporation

By:_____
Its: _____]

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 Company 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 Different Rules, LLC, a Delaware limited liability company (hereinafter "Company"), 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 Company, 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. Company, or its parent, subsidiary, or affiliate (which, for the purposes of this Addendum shall also be referred to as Company), has entered into a Lease, dated _____, as amended ("____ Underlying Lease"), with the owner of Site No. ____ ("____ Master Lessor"). Under separate cover, Company 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 Company's possession; and (vi) a copy of the ____ Underlying Lease, with amendments. Company 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, Company 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, Company's obligations to Developer with respect to Site No. ____ will also terminate; provided, however, that: (a) Company 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 Company. Company is in the process of satisfying such contingencies in the ____ Underlying Lease. Company shall continue to diligently pursue satisfaction and(or) waiver of all such contingencies; provided, however, that Company shall have the right at any time, in its sole and absolute discretion, to terminate the ____ Underlying Lease if Company 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 Company from being bound under the ____ Underlying Lease. Once Company is in position to waive any or all such contingencies, Company 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 Company's proposed waiver of the subject contingencies. If Developer does not notify Company 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 Company'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 Company 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 Company'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 Company, and shall also enter into a separate agreement with an architect to provide any necessary services throughout the construction process. In the event Company has previously entered into an agreement with an architect for the site, to the extent permissible under such agreement, Company 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 Company 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 Company or Company'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 Company's standard Franchise Lease and shall provide Company 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 Company 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 Company 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 Company in connection with the acquisition, investigation and development of Site No. ____, Developer agrees that it shall also pay Company the additional sum of $25,000.00 to compensate Company for services rendered in connection with the development of Site No. ____ ("Due Diligence Fee"). Company shall provide Developer with one or more invoices for any and all unreimbursed costs and expenses incurred by Company in connection with the acquisition, investigation and development of Site No. ____, and Developer shall reimburse Company 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 Company 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 Company, 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, Company 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 Company, 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 Company 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 Company for Site No. ____ have been prepared by architects hired by Company, 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. Company 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 Company 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 Company 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: Different Rules, LLC

_____ By: _____

Title: _____

EXHIBIT I-2

MULTI-UNIT DEVELOPMENT AGREEMENT

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is dated , , and entered into in the City of San Diego, State of California, by and between DIFFERENT RULES, LLC, a Delaware limited liability company, having its principal place of business at 9357 Spectrum Center Blvd, San Diego, California 92123 ("Company") 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. Company 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. Company 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 Company 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. Company 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 Company'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 Company'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 Company to induce Company to enter into this Agreement, including, but not limited to, an Application Package, together with any material changes therein, and it is understood that Company 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 Company, and partnerships, corporations or other legal entities that are directly or indirectly owned or controlled by Developer or Company, and all officers, directors, agents and employees of Developer or Company.

B. “Compliance Date(s)” shall mean the dates described on Exhibit A, attached hereto and incorporated herein by this reference.

C. "Development Rights" shall mean the right to construct one or more *Jack in the Box* restaurants within the Development Area and enter into “Franchise Agreement(s)” (as defined below) to operate such restaurants, subject to the terms and conditions of this Agreement.

D. “Development Area” shall mean the area described on Exhibit B, attached hereto and incorporated herein by this reference.

E. “Developed Restaurant(s)” shall mean the *Jack in the Box* restaurants to be developed pursuant to this Agreement.

F. "Effective Date" shall mean the date upon which Company 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 restaurants.

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, Company 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 8 hereof. Until such time as this Agreement expires or is terminated, Company will not grant new *Jack in the Box* franchises to any person or entity other than Developer for the operation of, nor will Company open, any new *Jack in the Box* restaurant within the Development Area; however, if Company or any other franchisee already operates one or more *Jack in the Box* restaurants within the Development Area, Company 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). Company 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 Company.

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 last Compliance Date listed on Exhibit A.

5. OPERATOR. Developer hereby designates ("Operator") to be responsible during the term of this Agreement for supervising the development and operation of the Developed Restaurants and to act as Company's principal contact with Developer. Company 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 10 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 Company 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 Restaurants and to devote the best efforts of Developer to the restaurant operations and the success thereof.

6. DEVELOPMENT REQUIREMENTS.

A. Developer agrees to cause the Developed Restaurants to be open and in operation on or before the applicable Compliance Dates. 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 a Development Restaurant is located is leased from a third party ("Lease Approval"), as detailed in Section 7, below.

[OPTIONAL: To assist Developer in meeting the obligations under this Agreement, Company has identified a site that may be appropriate for development as a Jack in the Box restaurant and Company 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 each of the Developed Restaurants to ensure the Developed Restaurants open at the earliest reasonable time, but in any event on or prior to the applicable 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 Restaurants are of material importance to Company. Failure by Developer to adhere to open the Developed Restaurants on or before the Compliance Dates, shall constitute a default under this Agreement as provided in Section 15 below.

B. If any 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 applicable 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 Restaurants 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 applicable Compliance Date. A restaurant that is closed for more than three (3) consecutive days will not be deemed "in operation."

7. RESTAURANT DEVELOPMENT PROCEDURE.

A. Developer agrees to apply for and obtain Expansion Approval, Site Approval and Lease Approval from Company for the Development Restaurants, as well as to satisfy any conditions to Site Approval established by Company, 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 Company'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 Company 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. Company will evaluate whether Developer has met Company's then-current criteria and inform Developer in writing whether or not Developer has Expansion Approval. Company 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 Dates, 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 any Developed Restaurants, Developer shall submit a Site Acquisition Package ("SAP") in the form specified by Company with a request for Company Site Approval.

(2) Developer acknowledges that Site Approval can be granted only by means of Company's Real Estate Site Committee ("RESC") Approval Form duly signed by an authorized representative of Company and no other approval, whether oral or

written, shall be effective or binding on Company. 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 Company during the Site Approval process.

(3) Company may refuse to approve a proposed site for a 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 Company with information about potential impact.

(4) Failure to obtain Site Approval shall not extend or modify the Compliance Dates, the term of this Agreement or any other provision of this Agreement.

D. If Developer leases the real property for any Developed Restaurant from a third party, Developer must use its best efforts to use Company's standard form of lease addendum. Regardless of whether Company'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 Company 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 Company.

(4) Company 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, Company 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 Company has given Site Approval as provided herein. Developer further acknowledges that Company's acceptance of a site does not constitute any representation or guarantee by Company 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 *Jack in the Box* restaurants;

(2) Secure all financing required to fully develop the restaurants;

(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 Company;

(5) Submit the “permit set” of building plans to Company for Company's written approval;

(6) Provide Company with a copy of the “construction set” of building plans;
construct all required improvements in compliance with construction plans and specifications approved by Company;

(7) Decorate the restaurants in compliance with plans and specifications approved by Company;

(8) Purchase and/or lease and install all required equipment, furniture, furnishings and signs required by Company; and

(9) Purchase an opening inventory of food and other supplies and materials.

G. Upon Developer's written request, Company will provide Developer with a schematic site plan indicating placement of the building on each site, parking area, landscaped areas and access to adjoining streets or properties. Upon request, Company will furnish standard prototypical building plans and specifications for *Jack in the Box* restaurants reflecting Company'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 company architect or engineer.

H. For each of the Developed Restaurants, 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 Company an explanation of any such changes to Company's prototypical construction plans and specifications, and the Site Plan approved by Company. Such changes must be approved by Company in writing before any work is begun. Any cost, including engineering and architectural fees, incurred in obtaining Company review and approvals by the appropriate governmental authorities of the Site Plan, or other plans, specifications and layouts shall be paid by the Developer.

8. OPENING OF THE RESTAURANT. Approximately three (3) months before **any** Developed Restaurant is opened, Developer shall enter into the then current form of the Jack in the Box Franchise Agreement used by Company 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 Company 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 7 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.

9. APPROVALS. Whenever Company's approval is required under the terms of this Agreement, that approval is solely for the purpose of furthering Company's interest in obtaining adherence to Company'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.

10. 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 Company. In no event shall any assignment relieve Developer or any Owner of any obligations to Company under this Agreement unless Company 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 Company, 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 Company'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 Company 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 Company, shall at all times reflect the restrictions contained herein, unless otherwise directed by Company; 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 Different Rules, LLC, 9357 Spectrum Center Blvd, 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 Company; (ii) the payment by Franchisee of up to, but not exceeding, TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500) to Company (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 Company) in favor of Company, 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 Company; (iv) the signing of a personal guarantee by each transferee, if the transferring Owner had signed the same; and such other conditions as Company may require, including, but not limited to, Company's approval of the assignee's fiscal year.

E. There are no restrictions on Company's ability to assign this Agreement; and this Agreement is fully assignable by Company, and shall inure to benefit any assignee or other legal successor to the interest of Company.

11. 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 Company's sole discretion to fulfill its requirements for developers in effect at the time of transfer and to meet any other requirements that Company 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 Company 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 Company within said six (6) months, such failure to assign shall be deemed a default hereunder and Company 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, Company 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 Company and appears reasonably certain to continue for at least one (1) year without material improvement.

12. 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 *Jack in the Box* restaurants. Developer shall conduct the business of development, construction and operation of the Developed Restaurants in full compliance with all applicable laws, ordinances and regulations.

13. 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 Company in any dealings which Developer may have with third parties, and Developer shall not act for or make any representations on behalf of Company and shall have no power to contract on behalf of Company. Company 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.

14. INDEMNIFICATION / INSURANCE.

A. Developer agrees to indemnify, defend, and hold Company harmless against, and to reimburse Company 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 Company 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 Company 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 Company's standards, specifications or procedures under circumstances such that Developer could not have anticipated that they would give rise to liability. Company agrees to give Developer prompt notice of any such claim made against Company 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 restaurants, 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. Company and its affiliates, and any other parties as Company 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 14.B. (1) and (2) above shall name Company and its affiliates, and any other parties as Company 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 Company certificates of insurance acceptable to Company (and a copy of the Developer's insurance policy(ies) if requested by Company) evidencing its compliance with this Section 14.

15. 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 Company may have under this Agreement, at law or in equity, in the event Developer defaults, then Company shall have the right to immediately terminate this Agreement and all development rights granted hereunder, in which event Company 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 Restaurants on or before the Compliance Dates.

(2) Developer fails to obtain Expansion Approval, Site Approval or Lease Approval before the commencement of construction of any Developed Restaurants.

(3) Without Company'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 Company, or is otherwise in default under any other agreement, lease, promissory note or account with Company.

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 Company under Franchise Agreements or other agreements, leases, notes or accounts; and

(3) Shall not in and of itself alone terminate any Franchise Agreement between Company and Developer for the operation of Jack in the Box restaurants.

C. The rights of Company hereunder are cumulative and no exercise or enforcement by Company of any right or remedy hereunder shall preclude the exercise or enforcement by Company of any other right or remedy hereunder or which Company 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 Company as a result of such default, including, without limitation, the right collect damages relating to such default, Company shall also be entitled to injunctive relief.

16. COSTS AND ATTORNEYS' FEES. If a claim for amounts owed by Developer to Company is asserted in any proceeding before a court of competent jurisdiction or arbiter, or if Company 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.

17. INTERPRETATION. 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 Company 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.

18. WAIVER OF OBLIGATIONS. Company 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 Company 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 Company 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 Company 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.

19. SEVERABILITY. Company 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 Company 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, Company 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.

20. 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 Company 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.

21. TRADEMARKS. Developer acknowledges Company'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 Company names, slogans and symbols shall inure to Company 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 Company nor shall Developer or any company controlled by Developer at any time question, deny or dispute the validity, right, title or interest of Company in and to the Marks or any of Company's registrations thereof. Except as may be expressly authorized by Company, 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 Company 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, Company 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 Company, using some Company 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 Company.

Developer shall immediately notify Company of any infringements or imitations of the Marks or the System, or of any challenges to Developer's use of any of the Marks or the System. Company 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 Company, Developer agrees to join and assist Company in any action relating to the right to use or the validity of the Marks, and Company agrees to indemnify Developer for reasonable costs and expenses necessarily incurred in assisting Company 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 Company.

22. 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:

Different Rules, LLC: Different Rules, LLC
9357 Spectrum Center Blvd
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.

23. MISCELLANEOUS.

A. This Agreement shall become valid when signed and accepted by Company 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 Company 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:	DIFFERENT RULES, LLC
_____	By:_____ Its:_____
Date:_____	Date:_____

EXHIBIT A

Development Schedule
[to be provided]

EXHIBIT B

Development Area
[Map to be provided on Exhibit B-1]

Developer is granted protected rights within the Development Area described on Exhibit B-1, attached hereto and incorporated herein by this reference; provided, however, that (i) such territorial protection will terminate in the event Developer fails to meet its obligations under this Agreement or any other agreement to develop restaurants within the Development Area; and (ii) Developer understands and acknowledges that certain locations within the Development Area are excluded from the Agreement as they may be more appropriately developed by Company, or by a company that specializes in institutional foodservice operations or has exclusivity rights or master lease rights. These locations include airports, the campuses of universities or colleges, hospitals, public transportation facilities, amusement parks, government facilities, malls, stadiums or other sports facilities, and similarly situated sites. Notwithstanding any provision of the Agreement to the contrary, at any time, Company 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 Company and/or other developers shall not constitute a violation of the Agreement. If Company permits Developer to develop such a site, that site will not count toward the development obligations under the Agreement.

EXHIBIT B-1

[MAP - to be provided]

EXHIBIT C

ADDENDUM TO DEVELOPMENT AGREEMENT
(Development Incentives)

This Addendum ("Addendum") is incorporated into that certain Development Agreement, dated _____ ("Agreement"), by and between Different Rules, LLC, a Delaware limited liability company (hereinafter "Company"), 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.

1. For each of the Developed Restaurants, Developer will be offered one of the following incentive options.

[OPTION A: If the Developed Restaurant is opened as a *Jack in the Box* restaurant on or before the applicable 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 Company (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 a Royalty 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 within Developer's primary designated market area(s) ("Core Market Area") on or before the applicable Compliance Date, and otherwise in compliance with the terms and provisions hereof, upon execution of the Franchise Agreement: (i) for a period of one (1) year from commencement of the Franchise Agreement, Developer will pay a reduced "Royalty" (as defined in the Franchise Agreement) to Company equal to 2% of "Gross Sales" (as defined in the Franchise Agreement); (ii) in the second (2nd) year of the term of the Franchise Agreement, Developer will pay a reduced Royalty equal to 3% of Gross Sales; (iii) beginning with the first day of the third (3rd) year of the term of the Franchise Agreement, and continuing throughout the remainder of the term thereof, Developer will pay a Royalty 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; and Company or one

of its affiliates 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 attached to Exhibit C, 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. Whether or not a restaurant has been developed within a Core Market Area will be determined in Company's sole discretion.

OPTION B2: If the Developed Restaurant is opened as a *Jack in the Box* restaurant within a designated market area that currently is or previously has been the subject of one or more Jack in the Box development agreement ("Developing Market Area") or within a designated market area that has not previously been developed by Company or Jack in the Box franchisees in any manner ("New Market Area") on or before the applicable Compliance Date, and otherwise in compliance with the terms and provisions hereof, upon execution of the Franchise Agreement:(i) for a period of one (1) year from commencement of the Franchise Agreement, Developer will pay a reduced "Royalty" (as defined in the Franchise Agreement) to Company equal to 2% of "Gross Sales" (as defined in the Franchise Agreement); (ii) in the second (2nd) year of the term of the Franchise Agreement, Developer will pay a reduced Royalty equal to 3% of Gross Sales; (iii) beginning with the first day of the third (3rd) year of the term of the Franchise Agreement, and continuing throughout the remainder of the term thereof, Developer will pay a Royalty 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; and Company or one of its affiliates will make an interest free loan to Developer in the amount of $300,000.00 pursuant to the terms of promissory note in the form attached to Exhibit C, 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. Whether or not a restaurant has been developed within a Developing or New Market Area will be determined in Company's sole discretion.

DEVELOPER:	DIFFERENT RULES, LLC
_____	By:_____
	Its:_____
Date:_____	Date:_____

Attachment to Exhibit C

Development Incentive Promissory Note

[$250,000.00 or $300,000.00] 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, or order to _____ a _____, ("Lender"), at 9357 Spectrum Center Blvd, San Diego, California 92123, 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 or $300,000.00], 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, or with Lender's affiliate or parent, 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:

_____

_____
a[state] [type of entity]

By:_____
Its:_____

EXHIBIT D

ADDENDUM TO DEVELOPMENT AGREEMENT (Assign Lease)

[To be used for any Developed Restaurant where Company will 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 Different Rules, LLC, a Delaware limited liability company (hereinafter "Company"), 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 Company, 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. Company, or its parent, subsidiary, or affiliate (which, for the purposes of this Addendum shall also be referred to as Company), 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 Company has agreed to purchase [lease] Site No. ____. Under separate cover, Company 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 Company's possession; (vi) current development cost estimates; and (vii) a copy of the ____ Contract. Company 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 Company 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,

Company's obligations to Developer with respect to Site No. ____ will also terminate; provided, however, that: (a) Company 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 Exhibit 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 Company has executed the ____ Contract, Developer hereby acknowledges and approves the specific terms and provisions of the ____ Contract. Concurrently with execution of this Agreement, Company and Developer shall execute a separate Assignment in the form attached to Exhibit D, and incorporated herein by this reference, pursuant to which Company 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, Company 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 Company 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 Company'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 Company, and shall also enter into a separate agreement with an architect to provide any necessary services throughout the construction process. In the event Company has previously entered into an agreement with an architect for the site, to the extent permissible under such agreement, Company 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 Company 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 Company 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 Company or by Developer. Company shall provide Developer with one or more invoices for any and all unreimbursed costs and expenses incurred by Company in connection with the acquisition, investigation and development of Site No. ____, and Developer shall reimburse Company 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 Company, 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 6.A. of the Agreement. Immediately upon completion of construction of the improvements by Developer, or earlier as may be required by either party, Company 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 Company for Site No. ____ have been prepared by architects hired by Company, 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. Company 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 Company 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 Company 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. ____.

[SIGNATURES ON FOLLOWING PAGE]

Developer:

_____

Different Rules, LLC

By: _____

Title: _____

Attachment to Exhibit D

ASSIGNMENT OF LEASE

THIS ASSIGNMENT is made effective as of _____, by and between JACK IN THE BOX PROPERTIES, LLC, a Delaware limited liability company, [or JACK IN THE BOX INC., a Delaware corporation] whose business and post office address is 9357 Spectrum Center Blvd, 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 PROPERTIES, LLC, a Delaware limited liability company

By:_____
Its:_____

[or JACK IN THE BOX INC., a Delaware corporation

By:_____
Its: _____]

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]

_____

EXHIBIT E

ADDENDUM TO DEVELOPMENT AGREEMENT (Site Due Diligence)

[To be used for any Developed Restaurant where Company 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 Different Rules, LLC, a Delaware limited liability company (hereinafter "Company"), 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 Company, 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. Company, or its parent, subsidiary, or affiliate (which, for the purposes of this Addendum shall also be referred to as Company), has entered into a Lease, dated _____, as amended ("____ Underlying Lease"), with the owner of Site No. ____ ("____ Master Lessor"). Under separate cover, Company 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 Company's possession; and (vi) a copy of the ____ Underlying Lease, with amendments. Company 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, Company 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, Company's obligations to Developer with respect to Site No. ____ will also terminate; provided, however, that: (a) Company 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 6.A. of the Agreement.

2. Among other items, the ____ Underlying Lease will contain a number of contingencies for the benefit of Company. Company is in the process of satisfying such contingencies in the ____ Underlying Lease. Company shall continue to diligently pursue satisfaction and(or) waiver of all such contingencies; provided, however, that Company shall have the right at any time, in its sole and absolute discretion, to terminate the ____ Underlying Lease if Company 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 Company from being bound under the ____ Underlying Lease. Once Company is in position to waive any or all such contingencies, Company 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 Company's proposed waiver of the subject contingencies. If Developer does not notify Company 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 Company'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 Company 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 Company'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 Company, and shall also enter into a separate agreement with an architect to provide any necessary services throughout the construction process. In the event Company has previously entered into an agreement with an architect for the site, to the extent permissible under such agreement, Company 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 Company 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 Company or Company'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 Company's standard Franchise Lease and shall provide Company 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 Company 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 Company 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 Company in connection with the acquisition, investigation and development of Site No. ____, Developer agrees that it shall also pay Company the additional sum of $25,000.00 to compensate Company for services rendered in connection with the development of Site No. ____ ("Due Diligence Fee"). Company shall provide Developer with one or more invoices for any and all unreimbursed costs and expenses incurred by Company in connection with the acquisition, investigation and development of Site No. ____, and Developer shall reimburse Company 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 Company 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 Company, 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, Company 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 Company, 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 Company 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 Company for Site No. ____ have been prepared by architects hired by Company, 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. Company 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 Company 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 Company 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: Different Rules, LLC

_____ By: _____

Title: _____

EXHIBIT J

AUTHORIZATION FOR PREARRANGED PAYMENTS

AUTHORIZATION FOR PREARRANGED PAYMENTS

The undersigned depositor ("Franchisee") hereby authorizes Different Rules, LLC ("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 K

PROMISSORY NOTE – DEVELOPMENT INCENTIVE PROGRAM

[$250,000.00 or $300,000.00] 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 or order, to _____, a _____, ("Lender"), at 9357 Spectrum Center Blvd, San Diego, California 92123, 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 or $300,000.00], 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, or with Lender's affiliate or parent, 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:

_____

LENDER:

By:_____
Its:_____

EXHIBIT L

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 PROPERTIES, LLC , a Delaware limited liability company (or JACK IN THE BOX INC., a Delaware corporation), having an office for business at 9357 Spectrum Center Blvd, San Diego, California 92123, hereinafter referred to as "Landlord" or "Company"; and , hereinafter referred to as "Tenant."

W I T N E S S E T H:

WHEREAS Company 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 Company 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 Company 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 PROPERTIES, LLC [OR RELEVANT LANDLORD]
9357 Spectrum Center Blvd
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 for Jack in the Box Inc. OR 36-4917787 for Jack in the Box Properties, LLC].

[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 PROPERTIES, LLC [or relevant landlord]
9357 Spectrum Center Blvd
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 for Jack in the Box Inc. OR 36-4917787 for Jack in the Box Properties, LLC].

[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 PROPERTIES, LLC [or relevant landlord]
9357 Spectrum Center Blvd
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 for Jack in the Box Inc. OR 36-4917787 for Jack in the Box Properties, LLC]

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 Company and Tenant or otherwise provided to Tenant in writing by Company. Prior to the Commencement Date and thereafter, as requested by Company, throughout the term of this Agreement, Tenant shall furnish Company with evidence satisfactory to Company of such insurance coverages in effect in the form of Certificates of Insurance and any insurance policy endorsements required by Company, and a copy of the Franchisee's insurance policy(ies), if requested by Company. Renewal Certificates of Insurance shall be delivered to Company 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 Company

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 Company 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 Company; (c) shall name Company as a loss payee on the property insurance described in subparagraph 9.B.(4) above, and all other policies shall name Company and its affiliates, and any other parties as Company 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 Company; and (e) shall contain a waiver of subrogation rights of the insurer(s) against Company, which waiver shall be effective regardless of whether any loss is caused by the act, omission or negligence of Company, 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 9357 Spectrum Center Blvd, San Diego, California 92123, 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 Company, 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 PROPERTIES, LLC,
a Delaware limited liability company

By: _____
President
By: _____
Vice President

[OR

JACK IN THE BOX INC.
a Delaware corporation
By: _____
President
By: _____
Vice President]

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 PROPERTIES, LLC , a Delaware limited liability company (or JACK IN THE BOX INC., a Delaware corporation) (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 PROPERTIES, LLC
a Delaware limited liability company

By: _____
President
By: _____
Vice President

[OR

JACK IN THE BOX INC.
a Delaware corporation
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, each Guarantor has hereunto affixed his signature on the same day and year as the Agreement was signed.

GUARANTOR(S):

By: _____ Date: _____
Name: Franchise Operator

By: _____ Date: _____
Name: Guarantor

By: _____ Date: _____
Name: Guarantor

[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 PROPERTIES, LLC , a Delaware limited liability company (or JACK IN THE BOX INC., a Delaware corporation) ("Company" 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 PROPERTIES, LLC),

By: _____
Title: _____
Date: _____

[OR
JACK IN THE BOX INC.

By: _____
Title: _____
Date: _____]

TENANT:

_____
Date: _____

SCHEDULE 1

Calculation of Fixed Minimum Rent

(to be provided)

EXHIBIT M

GENERAL RELEASE OF ALL CLAIMS

GENERAL RELEASE OF ALL CLAIMS

THIS GENERAL RELEASE OF ALL CLAIMS ("Release") is entered by _____ ("Franchisee") and _____ ("Guarantors") as of _____, 20__ in favor of Different Rules LLC ("Company").

RECITALS

Franchisee and Guarantors (collectively "Releasor"), hereby releases and forever discharges Different Rules, LLC, its officers, directors, agents, employees, subsidiaries, affiliates, parents, and predecessors 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 Different Rules, LLC 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 A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

By signing this Release of All Claims, Releasor is giving up all rights under Section 1542 and any similar provision of any state.

This release contains the entire agreement among the parties hereto concerning the subject matter hereof.

The undersigned hereby certify that they have read all provisions of this 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 this 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 Release freely and without duress.

_____ Dated: _____
[FRANCHISEE]

_____ Dated: _____
[FRANCHISEE]

[ENTITY NAME],
a [STATE OF INCORPORATION] corporation

By: _____ Dated: _____
[FRANCHISEE], President

By: _____ Dated: _____
[FRANCHISEE], Secretary

Add guarantors if any.

EXHIBIT N

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 Different Rules, LLC ("Company") 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 Company with other members of the NBL.

FRANCHISEE

Print name: _____

By: _____

Title: _____

Date: _____

EXHIBIT O

EQUIPMENT BROKERAGE AGREEMENT

Date:_____

EQUIPMENT BROKERAGE AGREEMENT

Franchisee: _____
Operator: _____
Broker: DIFFERENT RULES, LLC
9357 SPECTRUM CENTER BLVD
SAN DIEGO, CA 92123

1. RECITALS

Different Rules, LLC ("Franchisor") purchases certain equipment, furniture, fixtures and décor items from various vendors for its own use. For the convenience of its franchisees, Franchisor 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 Franchisor to act as a broker for the purchase of Equipment. Franchisor 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 Franchisor 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

Franchisor 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. Franchisor 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 Franchisor with a written request for each Equipment order in the form required by Franchisor ("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 Franchisor 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, Franchisor'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 Franchisor, except at the sole discretion of Franchisor. Any agreement between Franchisee and Franchisor to cancel or change an Order must be in writing and signed by Franchisor. If Franchisor 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 Franchisor 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 Franchisor on account of Equipment or services furnished to Franchisee, except for federal or state taxes based upon Franchisor'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 Franchisor, 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 Franchisor 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. Franchisor's sole responsibility is to purchase the Equipment ordered by Franchisee.

11. FORCE MAJEURE

Franchisor 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.

Franchisor 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 Franchisor purchased the Equipment on Franchisee's behalf.

13. INDEMNITY

Franchisee hereby agrees to indemnify Franchisor against, and to hold Franchisor 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 DIFFERENT RULES, LLC

DIFFERENT RULES, LLC MAKES NO ORAL, STATUTORY OR IMPLIED WARRANTIES RELATING TO THE EQUIPMENT OR THE SALE, DELIVERY, INSTALLATION, OPERATION OR USE THEREOF. DIFFERENT RULES, LLC 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. DIFFERENT RULES, LLC 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. DIFFERENT RULES, LLC MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR FITNESS, AND AS TO DIFFERENT RULES, LLC, FRANCHISEE ACKNOWLEDGES THAT THIS EQUIPMENT IS ENTIRELY SUITABLE FOR HIS/HER PURPOSES.

15. SECURITY INTEREST IN EQUIPMENT

Upon Franchisor's acceptance of an Order for any Equipment purchase, Franchisee is indebted to Franchisor for (i) the principal amount of the purchase price as specified on the Order; (ii) the amount of the mark-up compensation for Franchisor'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 Franchisor 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 Franchisor to effectuate the purpose of this Agreement and the protection of the Collateral.

16. DELINQUENT PAYMENTS

If any payment to Franchisor required under this Agreement is not paid by its due date, Franchisee agrees to pay interest at the then-current rate established by Franchisor 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. Franchisor's acceptance of any payment less than the full amount of any invoice will not constitute a waiver of Franchisor's right to collect the balance, and will not be deemed satisfaction of Franchisor'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 Franchisor 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) Franchisor 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 Franchisor or its affiliates and Franchisee or its affiliates, Franchisor will have the following remedies:

Franchisor 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 Franchisor, 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 Franchisor immediately upon demand.

18. DIFFERENT RULES, LLC 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 Franchisor to perform any of its obligations under this Agreement. It is further agreed that if Franchisor is found liable to Franchisee for loss or damage due to a failure to perform in any respect, even if due to Franchisor's negligence, Franchisor'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 Franchisor 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 Franchisor 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 Franchisor in writing.

20. ASSIGNMENT
This Agreement is not assignable by Franchisee without the prior written consent of Franchisor. Any such attempted assignment shall be void. This Agreement is assignable by Franchisor 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 Franchisor 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 Franchisor will modify the terms and conditions of this Agreement, or affect Franchisee's responsibilities to Franchisor 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 Franchisor.

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:	**FRANCHISEE:**
DIFFERENT RULES, LLC	_____ (Print Name)
By: _____	By: _____ (Signature)
Title: _____	
Date: _____	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 Different Rules, LLC.

EXHIBIT P

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 DIFFERENT RULES, LLC, a Delaware limited liability company ("Franchisor"), 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, Franchisor operates and franchises JACK IN THE BOX® branded restaurants ("Restaurant" or "Restaurants"); and,

WHEREAS, Franchisor and Franchisee have entered into (a) separate agreement(s) whereby Franchisor has granted Franchisee the right and license to operate one or more Restaurants ("Franchise Agreement"); and,

WHEREAS, Franchisor 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 Franchisor and/or a Franchisor-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**. Franchisor may provide Technical Support Services to Franchisee either directly or through an approved third-party vendor, and Franchisee may be billed either directly from Franchisor or from the vendor providing the services. Technical Support Services may be suspended if Franchisee is not current in its payments to Franchisor 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 Franchisor, (including any applicable passwords for accessing and using same), and any support-related processes as may be specified by Franchisor, and which may be modified by Franchisor from time-to-time, all of which are used in the support and/or operation of a Restaurant ("Technology System"). Franchisor, 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**. Franchisor 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.** Franchisor shall provide and Franchise shall use Franchisor's menu and pricing management services at each Restaurant in accordance with Franchisor's current standards. From time to time, Franchisor 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 Franchisor may set a price ceiling.

(A) Franchisor 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 Franchisor Technical Support Services. Requests will be completed within five (5) business days after receipt of request.

(B) Franchisor 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. Franchisor will try to program all other non-standard special menu and/or pricing requests within ten (10) business days of receipt of request.

(C) Franchisor will program the tax rates for each Restaurant when and if it receives official notification of tax rate changes from the Franchisee, but Franchisee 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) Franchisor 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. Franchisor 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 Franchisor.

2. SOFTWARE AND RELATED DOCUMENTATION

2.1 **Description of Software**. The "Software" means computer software programs, whether developed and owned by Franchisor or such other Third-Party, licensed to Franchisor, 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 Franchisor and may elect to use any Software designated by Franchisor 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), Franchisor 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 Franchisor, and/or installed as part of the Technology System, and is effective until terminated by Franchisor, 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 Franchisor, and by turning off or returning the optional Software, together with all copies in any. At Franchisor'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 Franchisor 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**. Franchisor 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. Franchisor 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. Franchisor 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. Franchisor may, from time to time, provide information to Franchisee about Software capabilities and configurations; however Franchisor 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 Franchisor

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 Franchisor-specified communication equipment for the polling and transmission of data;

(C) using the Franchisor-approved e-mail and other communication-related equipment and/or services, and such other computer-related accessories or peripheral equipment as Franchisor 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 Franchisor'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 Franchisor or a third-party vendor ("Owner"), in the Technology System and/or any equipment leased for use with the Technology System ("Leased Equipment"). Franchisor may also create a document or database which specifies any Leased Equipment ("Leased Equipment Schedule") that identifies Leased Equipment 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**. Franchisor may, at its discretion, transmit certain data electronically to pre-specified Franchisor 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 Franchisor'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 Franchisor may not meet Franchisee's requirements or be in compliance with all applicable laws and regulations. Any data hosted or stored by Franchisor (or through its third-party data hosting and/or storage providers) is for the facilitation 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 Franchisor's systems (or through its third-party data hosting and/or

storage providers) may be deleted, amended, altered or destroyed by Franchisor or on Franchisor's behalf at any time in Franchisor'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, Franchisee must 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 Franchisor 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 Franchisor. Access to the Technology System may not be shared with any other person or entity. Franchisor 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 Franchisor immediately in writing if the security or integrity of an identification or password has been compromised. Franchisor 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 Franchisor's control and Franchisor 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. Franchisor provides these links to Franchisee only as a convenience, and the inclusion of any link does not imply endorsement by Franchisor 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 Franchisor 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 Franchisor and the Copyright owner. It is expressly agreed and understood that Franchisee does not acquire any ownership rights in any protected content. Franchisor does not grant Franchisee any licenses, express or implied, to the intellectual property of Franchisor or Franchisor'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) Franchisor 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. Franchisor 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) Franchisor 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 Franchisor'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) Franchisor does not control or endorse the content, messages or information found in any Communication Service and, therefore, Franchisor 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 Franchisor, and therefore such content may not be relied on as approved or authorized by Franchisor.

(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 Franchisor or posted on the Technology System**. Franchisor does not claim ownership of the content provided to Franchisor 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 Franchisor's associated services (collectively "Submissions"). However, by providing, posting, uploading, inputting, or submitting Submissions, Franchisee grants Franchisor and its subsidiaries a non-exclusive, transferrable, fully-paid up license to use the Submissions in connection with the operation of Franchisor'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 Franchisor's use of any Submission. Franchisor is under no obligation to post or use any Submission that Franchisee may provide and may remove any Submission at any time in Franchisor'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, Franchisor may lease equipment, whether owned by Franchisor 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 Franchisor, or through a Franchisor-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 Franchisor, 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 Franchisor pursuant to the direction of Franchisee's designated representative before Franchisor received written revocation of authorization. Franchisor may limit the number of

representatives that Franchisee may designate and may require Franchisee to submit a Purchase Requisition in writing.

Franchisor's receipt of a Purchase Requisition from Franchisee constitutes authorization for Franchisor to enter into binding agreements with third-parties to obtain and deliver the Goods/Services ordered; Franchisee's agreement to sign and return to Franchisor 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 Franchisor may be cancelled or modified in any respect except in writing by an officer of Franchisor. Franchisee shall pay all handling charges, transportation expenses and restocking charges incident to any such cancellation or change.

6.3 **Indebtedness to Franchisor**. Upon Franchisor'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 Franchisor 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 Section hereinafter 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 Franchisor 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 Franchisor shall be set forth in Exhibit A and/or in the Franchise Business Manual. Franchisor 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. Franchisor 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 then-current rate established by Franchisor for Franchisees, or the maximum rate permitted by law, whichever is less.

7.3 **Invoices**. Franchisor will invoice Franchisee in accordance with its standard invoicing procedures. All payments will be paid to Franchisor by ACH or such other method specified by Franchisor in writing, so as to constitute immediately available funds. All payments will be paid free and clear of all claims, demands, or setoffs against Franchisor. Franchisor 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 Franchisor 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 Franchisor) now or hereafter imposed or assessed during the Term of this Agreement against Franchisor, 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 Franchisor for amounts equal to any such taxes, exclusive of taxes based on Franchisor's net income. Notwithstanding the foregoing, unless otherwise specified herein, Franchisor will be responsible for the filing of all personal property tax returns with respect to the Equipment leased from Franchisor and will make initial payment of taxes indicated thereon. Franchisee will reimburse Franchisor as directed by Franchisor, for all such taxes within ten (10) days of receipt of Franchisor's invoice therefore.

7.5 **Franchisor Credit Approval**. Franchisor may extend credit terms to Franchisee for any lease, purchase or offer of services made to Franchisee under this Agreement. Franchisor will only lease, procure equipment, or provide services upon approval and extension of credit terms to Franchisee. Franchisor's credit approval may be withdrawn at any time.

7.6 **Franchisor as Billing Agent**. In some cases, Franchisor may act as a billing agent for a third-party to send invoices to and accept payments from Franchisee. If Franchisor 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 Franchisor, audited financial statements for the most recent period.

9. DISCLAIMER OF ANY OTHER GUARANTEES/WARRANTIES

9.1 **AS TO THE TECHNOLOGY SYSTEM**. Franchisor is not responsible for failures in the Technology System. Franchisor 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 Franchisor 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

FRANCHISOR 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 FRANCHISOR 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 FRANCHISOR OR PURCHASED THROUGH FRANCHISOR**, FRANCHISOR 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. FRANCHISOR 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. FRANCHISOR 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 FRANCHISOR**, FRANCHISOR AND ITS EMPLOYEES OR AGENTS HEREBY DISCLAIM ANY AND ALL ORAL, STATUTORY OR IMPLIED WARRANTIES FOR TECHNICAL SUPPORT SERVICES COVERED BY THIS AGREEMENT. NEITHER FRANCHISOR 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. FRANCHISOR NEITHER ASSUMES NOR AUTHORIZES ANYONE TO ASSUME ON BEHALF OF FRANCHISOR, 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 provide for in this Agreement, Franchisor will defend any action brought against Franchisee to the extent that the claim is based upon a claim that Franchisor-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. Franchisor 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 Franchisor promptly in writing of any claim; ii) Franchisor has sole control of the defense of any such claim and all related settlement negotiations; and iii) Franchisee promptly provides to Franchisor all information known to Franchisee relating to any such claim and cooperates with Franchisor and its agents in the settlement and/or defense.

10.2 If any Franchisor-owned Software licensed to Franchisee by Franchisor hereunder becomes, or in Franchisor's opinion is likely to become, the subject of a claim of infringement of a United States copyright or United States patent, Franchisor may replace or modify it to make it non-infringing.

10.3 Franchisor will have no liability for, and Franchisee will indemnify and hold harmless Franchisor from and against, any claim based upon the use of an outdated or altered release of any Franchisor-owned Software; or, the use, operation or combination of any Franchisor-owned Software with any non-Franchisor 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 Franchisor-owned Software is the version originally delivered to Franchisee.

10.4 The foregoing states the entire liability of Franchisor with respect to infringement of copyrights or patents for Franchisor-owned Software. Franchisor shall have no liability, direct or otherwise to Franchisee for any non Franchisor-owned Software, whether or not licensed by Franchisor 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 Technology 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 Franchisor for any claims, costs, expenses, damages, liabilities, demands and obligations occasioned by the gross negligence or willful misconduct of Franchisor.

11.3 Franchisor 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 Franchisor 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 Franchisor. 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 Franchisor'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 Franchisor to Franchisee, Franchisee's exclusive remedy is for Franchisor to re-perform such services at Franchisor's expense.

(B) **Media**. With respect to defective media, Franchisor will replace media supplied by Franchisor to Franchisee, upon return of such defective media by Franchisee to Franchisor.

(C) **Software**. With respect to the performance or non-performance of Software offered by Franchisor and used by Franchisee, Franchisee's exclusive remedy is the correction or bypass by Franchisor of Software defects if, in Franchisor's determination, such correction or bypass is reasonably feasible.

12.2 IN NO EVENT WILL FRANCHISOR, 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 FRANCHISOR, TECHNICAL SUPPORT SERVICES FRANCHISOR 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 FRANCHISOR, 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 FRANCHISOR 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 FRANCHISOR HARMLESS FROM AND AGAINST ANY SUCH DAMAGES AND CLAIMS. FRANCHISOR 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 FRANCHISOR 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, FRANCHISOR 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 FRANCHISOR WILL BE LIABLE FOR ANY SUCH LOSS OR DAMAGE CAUSED BY THE WILLFUL MISCONDUCT OF FRANCHISOR, OR ITS AGENTS AND REPRESENTATIVES. AS TO FRANCHISOR, FRANCHISEE ACKNOWLEDGES THAT THE TECHNOLOGY SYSTEM PROVIDED IS ENTIRELY SUITABLE FOR FRANCHISEE'S PURPOSES.

12.5 THE LIABILITY OF FRANCHISOR 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 Franchisor 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) Franchisor 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 Franchisor and Franchisee.

13.2 **Franchisor's Remedies Upon Default by Franchisee**. Upon Default by Franchisee, Franchisor, 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 Franchisor shall have sustained by reason of Franchisee's default under this Agreement or in connection with Franchisor'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 Franchisor immediately upon demand.

13.3 The remedies described in this Section, to the extent permitted by law, any one of which Franchisor 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 Franchisor to sell, lease or otherwise use any Leased Equipment in mitigation of Franchisor's damage or that may otherwise limit or modify any of Franchisor's rights or remedies.

14. TERM AND TERMINATION. This Agreement becomes effective as of the Effective Date and will remain in effect until terminated. Franchisor 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 Franchisor.

15. GENERAL PROVISIONS

15.1 **Access to Equipment.** Upon reasonable notice to Franchisee, Franchisee must allow Franchisor, 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 Franchisor, such Owner, and/or any Assignee.

15.2 **Confidentiality of Technology System**. Franchisee acknowledges that Franchisor 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 Franchisor 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 Franchisor'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 Franchisor 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 Franchisor to provide Franchisee's name, telephone number, email address and/or other contact information to Franchisor-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 Franchisor's prior written approval.

15.6 **Non-Specified Features**. Franchisee grants Franchisor, at Franchisor's option, the right to remove or deactivate any feature of the Technology System. Such removal or deactivation shall be performed by Franchisor, the manufacturer or other third-party acceptable to Franchisor upon the request of Franchisor, and at a time convenient to Franchisee. Franchisee shall not unreasonably delay the removal of such features.

15.7 **Force Majeure**. Franchisor 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: Franchisor	**To Franchisee:**
DIFFERENT RULES, LLC	ENTER FRANCHISE ENTITY NAME
9357 Spectrum Center Blvd	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 Franchisor. Any attempt to do so by Franchisee is void and will constitute a breach of this Agreement. Franchisor 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 Franchisor 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 Franchisor is entitled, nor will it in any way affect the right of Franchisor to enforce such provisions.

15.12 **Binding Nature**. This Agreement will be binding upon, and will inure to the benefit of Franchisor, 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 Franchisor 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. Franchisor 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.

DIFFERENT RULES, LLC	**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	$137.80 - $178.81	$1653.60 - $2145.72	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. Support Services excludes project work (i.e. new restaurant openings, change of ownership, remodel support, Windows 10, etc.). 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 Fee	N/A	$51.60 - $66.96	$619.20 - $803.52	per Restaurant	POS maintenance and support fee.
Back Office Fee	N/A	$120.37 - $156.20 *	$1444.44 - $1874.40 *	per Restaurant	Fee to support back-office software applications.
Email Collaboration	N/A	$28.33 - $36.76	$339.96 - $441.12	per account	Software license fee.
Data Services Fee	N/A	$17.18 - $22.29	$206.16 - $267.48	per Restaurant	For restaurant menu management services.
Security	N/A	$16.87 - $21.89	$202.44 - $262.68	Per Restaurant	Information security infrastructure services to mitigate risks from cyber threats and vulnerabilities.
Reporting	N/A	$47.85 - $62.09	$574.20 - $745.08	Per Restaurant	Business Intelligence Data and Analytics (Jack DnA) integrated sales, services and operational dashboards.
Next Generation Network (NGN)	$161 to $230 plus tax per restaurant, plus construction costs and/or universal service fee set by vendor, if applicable	varies	N/A	per Restaurant	Includes broadband connection, managed firewall, network switch, backup network (4G) connectivity, security services, private Wi-Fi, and, if selected, public Wi-Fi. 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.

Description of Fees*	One-Time Fee	Monthly Fee	Total Annual Fee	Type of Charge	Comments
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.

Different Rules, LLC	ENTER FRANCHISE ENTITY NAME
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT Q

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. Different Rules, LLC 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 Service Fee shall be determined annually, but will not exceed the amount of thirty-four dollars ($34.00) per month. JIB SVC will notify FRANCHISEE of any change in the amount of the Service Fee, to 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 R

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 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 Financial Protection and Innovation. Any complaints concerning the content of the website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.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 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 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 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 FRANCHISE 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, Company 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 Company 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, Company shall comply with Hawaii law which currently requires that Company 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 Company or a supplier designated by Company. Personalized materials which have no value to Company need not be compensated for. If Company refuses to renew a franchise for the purpose of converting Franchisee's business to one owned and operated by Company, Company, in addition, must compensate Franchisee for the loss of goodwill. Company 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 Company.

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.

DIFFERENT RULES, LLC	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 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, Company 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 Company 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 Hawaii Franchise Investment Law.

3. The following new Section 15K is added, under the heading "Termination":

> H. Notwithstanding anything to the contrary in this Section 15, Company shall comply with Hawaii law which currently requires that Company 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 Company or a supplier designated by Company. Personalized materials which have no value to Company need not be compensated for. If Company refuses to renew a franchise for the purpose of converting Licensee's business to one owned and operated by Company, Company, in addition, must compensate Licensee for the loss of goodwill. Company 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 Company.

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.

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

HAWAII DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

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 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, Company 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 Company the Development Fee.

2. The following sentence is added to the end of Section 11D, 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 16D is added:

> D. Notwithstanding anything to the contrary in this Section 16, Company shall comply with Hawaii law which currently requires that Company 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 Company or a supplier designated by Company. Personalized materials which have no value to Company need not be compensated for. If Company refuses to renew development rights for the purpose of converting Developer's business to one owned and operated by Company, Company, in addition, must compensate Developer for the loss of goodwill. Company 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 Company.

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.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

HAWAII DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

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 DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. 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.

2. The following new Section 15D is added:

   D. Notwithstanding anything to the contrary in this Section 15, Company shall comply with Hawaii law which currently requires that Company 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 Company or a supplier designated by Company. Personalized materials which have no value to Company need not be compensated for. If Company refuses to renew development rights for the purpose of converting Developer's business to one owned and operated by Company, Company, in addition, must compensate Developer for the loss of goodwill. Company 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 Company.

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.

DIFFERENT RULES, LLC	DEVELOPER
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 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 your financial condition, the State of Illinois, Office of the Attorney General (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 may 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:

> "Notice Required By Law
>
> 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 FRANCHISE 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 Illinois, Company 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 Company 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 Company 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.

DIFFERENT RULES, LLC	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 LICENSE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

   Nothwithstanding anything to the contrary in the State of Illinois, Company will defer the payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening, Licensee shall pay to Company 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 Company 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.

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

ILLINOIS DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

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 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, Company will defer the payment of the Development Fee until the first Franchised Restaurant that Developer develops under this Agreement opens for business. Upon the opening of the first Franchised Restaurant, Developer shall pay to Company the Development Fee.

2. The following new Section 16D is added:

   D. If any of the provisions of this Section 16 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then Illinois law will apply.

3. The following new Section 24F is added, under the heading "Miscellaneous":

   F. Notwithstanding any other provisions of this Section 24, 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 Company agree that the preceding venue limitations of this Section 24 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.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

ILLINOIS DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

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 DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. 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.

2. The following new Section 23F is added, under the heading "Miscellaneous":

   F. 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 Company 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.

3. 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.

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.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

MARYLAND DISCLOSURE 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 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") 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 FRANCHISE 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 Maryland, Company 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 Company 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.

DIFFERENT RULES, LLC	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 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, Company will defer the payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening, Licensee shall pay to Company 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.

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

MARYLAND DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the JACK IN THE BOX 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, Company will defer the payment of the Development Fee until the first Franchised Restaurant that Developer develops under this Agreement opens for business. Upon the opening of the Franchised Restaurant, Developer shall pay to JIB the Development Fee.

2. The following sentence is added to the end of Section 11D, 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 24F 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.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

MARYLAND DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. 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.

2. 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.

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.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

MICHIGAN DISCLOSURE ADDENDUM

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 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 FRANCHISE 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, Company will defer the payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of Franchised Restaurant, Franchisee shall pay to Company the Franchise Fee.

2. 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.

3. 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.)

4. 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.)

5. 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.

6. 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 Company 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.)

7. 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.

DIFFERENT RULES, LLC	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 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, Company 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 Company 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, "Governing Law, Jurisdiction and Venue," 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.

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

MINNESOTA DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

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 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, Company 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 Company the Development Fee.

2. Section 11 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 16 of the Agreement, "Default; Remedies," is supplemented by the following sentence:

> With respect to development rights governed by Minnesota Law, Company 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 24 of the Agreement, "Miscellaneous," is supplemented by the following:

> Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit Company 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.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

MINNESOTA DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

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 DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. 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.)

2. Section 15 of the Agreement, "Default; Remedies," is supplemented by the following sentence:

> With respect to development rights governed by Minnesota Law, Company 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.

3. Section 23 of the Agreement, "Miscellaneous," is supplemented by the following:

> Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit Company 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.)

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.

DIFFERENT RULES, LLC	DEVELOPER
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, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE 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	§ 11.E (Single Unit) § 10.E (Multi-Unit)	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	§ 24.A (Single Unit) § 23.A (Multi-Unit)	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 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 Company for which there is no adequate remedy at law. For these reasons, if Franchisee violates or threatens to violate any term of this provision, Company 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 Company in seeking specific performance of, or an injunction against violation of, the requirements of this Section in addition to any other claims to which Company 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 DIFFERENT RULES, LLC 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. DIFFERENT RULES, LLC 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.

DIFFERENT RULES, LLC	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 LICENSE AGREEMENT (the "Agreement") agree as follows:

1. Section 14 of the Agreement, "Assignment By Licensee," 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 DIFFERENT RULES, LLC 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. DIFFERENT RULES, LLC 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.

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

NEW YORK DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

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 DEVELOPMENT AGREEMENT (the " Agreement") agree as follows:

1. Section 11D 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 24 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 DIFFERENT RULES, LLC 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. DIFFERENT RULES, LLC 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.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

NEW YORK DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

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 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 DIFFERENT RULES, LLC 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. DIFFERENT RULES, LLC 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.

DIFFERENT RULES, LLC	DEVELOPER
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 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), the North Dakota Securities 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 restaurant.

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 FRANCHISE 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, Company 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 Company 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.

DIFFERENT RULES, LLC	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 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, Company 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 Company the Franchise Fee.

2. The Agreement is amended by adding the following Section 18:

   F. 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.

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

NORTH DAKOTA DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

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 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, Company 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 Company the Development Fee.

2. The Agreement is amended by adding the following Section 24:

   F. 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.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

NORTH DAKOTA DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

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 DISCLOSURE DOCUMENT DEVELOPMENT AGREEMENT (the "Agreement") is supplemented as follows:

1. The Agreement is amended by adding the following Section 23:

F. 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.

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.

DIFFERENT RULES, LLC	DEVELOPER
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 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 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.

DIFFERENT RULES, LLC	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 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.

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

RHODE ISLAND DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

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 DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. Section 24 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.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

RHODE ISLAND DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

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 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.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

SOUTH DAKOTA DISCLOSURE ADDENDUM

In recognition of the requirements of the South Dakota Codified Laws, §37-5B-5, the Franchise Disclosure Document for JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of South Dakota shall be 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), the South Dakota Securities Regulation Office 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 restaurant.

2. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

SOUTH DAKOTA FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the South Dakota Codified Laws, §37-5B-5, the parties to the attached JACK IN THE BOX FRANCHISE 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 South Dakota, Company 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 Company 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.

DIFFERENT RULES, LLC	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

SOUTH DAKOTA LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the South Dakota Codified Laws, §37-5B-5, the parties to the attached JACK IN THE BOX 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 South Dakota, Company 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 Company 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.

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

SOUTH DAKOTA DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the South Dakota Codified Laws, §37-5B-5, the parties to the attached JACK IN THE BOX 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 South Dakota, Company 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 Company 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.

DIFFERENT RULES, LLC	DEVELOPER
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 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 Develop Agreement, you must pay to us the development fee. Upon the opening of each restaurant, you must pay to use the franchise fee for that restaurant.

1. 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 FRANCHISE AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 2. of the Agreement:

   Notwithstanding the foregoing, Company will defer payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, Franchisee shall pay to Company 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.

DIFFERENT RULES, LLC	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 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, Company 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 Company 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.

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

VIRGINIA DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

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 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, Company will defer 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 Company 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.

DIFFERENT RULES, LLC	DEVELOPER
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 §§ 19.100.010 through 19.100.940 (the "Act"), the JACK IN THE BOX 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 all initial fees. If you have signed a Development Agreement, upon the opening of each Franchised Restaurant, you will pay to us the pro-rated portion of the Development Fee for that Franchised Restaurant. Under the Franchise Agreement, you will pay to us the Franchise Fee with the Franchised Restaurant opens for business.

2. The following paragraphs are added to the end of Item 17, "Renewal, Termination, Transfer and Dispute Resolution":

   a. You may terminate the Franchise Agreement, Nontraditional License Agreement and/or Development Agreement under any grounds permitted by state law.

   b. In the event of a conflict of laws, the provisions of the Act will prevail.

   c. Section 19.100.180 of the Act may supersede the Franchise Agreement, Nontraditional License Agreement, or Development Agreement ("Agreement") in your relationship with us 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 us including the areas of termination and renewal of your franchise.

   d. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Agreement, you may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Act, in Washington.

   e. A release or waiver of rights executed by you may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are

represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

f. Transfer fees are collectable to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer.

g. Pursuant to Revised Code of Washington ("RCW") 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

h. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Agreement or elsewhere are void and unenforceable in Washington.

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 "Act"), the parties to the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2. of the Agreement:

   Notwithstanding the foregoing, Company 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 Company the Franchise Fee.

2. Franchisee may terminate the Franchise Agreement under any grounds permitted by state law.

3. In the event of a conflict of laws, the provisions of the Act will prevail.

4. Section 19.100.180 of the Act may supersede the Agreement in Franchisee's relationship with Company including the areas of termination and renewal of Franchisee's franchise. There may also be court decisions which may supersede the Agreement in Franchisee's relationship with Company including the areas of termination and renewal of Franchisee's franchise.

5. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Agreement, Franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Act, in Washington.

6. A release or waiver of rights executed by Franchisee may not include rights under the Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

7. Transfer fees are collectable to the extent that they reflect Company's reasonable estimated or actual costs in effecting a transfer.

8. Pursuant to Revised Code of Washington ("RCW") 49.62.020, a noncompetition covenant is void and unenforceable against an employee,

including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

9. RCW 49.62.060 prohibits Company from restricting, restraining, or prohibiting Franchisee from (i) soliciting or hiring any employee of a franchisee of Company or (ii) soliciting or hiring any employee of Company. As a result, any such provisions contained in the Agreement or elsewhere are void and unenforceable in Washington.

10. The undersigned does hereby acknowledge receipt of this addendum.

11. 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.

DIFFERENT RULES, LLC	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 "Act"), the parties to the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

   Notwithstanding the foregoing, Company 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 Company the Franchise Fee.

2. Licensee may terminate the Nontraditional License Agreement under any grounds permitted by state law.

3. In the event of a conflict of laws, the provisions of the Act will prevail.

4. Section 19.100.180 of the Act may supersede the Agreement in Licensee's relationship with Company including the areas of termination and renewal of Licensee's franchise. There may also be court decisions which may supersede the Agreement in Licensee's relationship with Company including the areas of termination and renewal of Licensee's franchise.

5. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Agreement, Licensee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Act, in Washington.

6. A release or waiver of rights executed by Licensee may not include rights under the Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

7. Transfer fees are collectable to the extent that they reflect Company's reasonable estimated or actual costs in effecting a transfer.

8. Pursuant to Revised Code of Washington ("RCW") 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from

the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

9. RCW 49.62.060 prohibits Company from restricting, restraining, or prohibiting Licensee from (i) soliciting or hiring any employee of a franchisee of Company or (ii) soliciting or hiring any employee of Company. As a result, any such provisions contained in the Agreement or elsewhere are void and unenforceable in Washington.

10. The undersigned does hereby acknowledge receipt of this addendum.

11. 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.

DIFFERENT RULES, LLC	LICENSEE
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 "Act"), the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. [USE FOR SINGLE UNIT DEVELOPMENT AGREEMENT ONLY] The following is added to the end of Section 5 of the Agreement:

   Notwithstanding the foregoing, Company will defer the payment of the Development Fee. For each Restaurant that you develop under this Agreement, Developer shall pay to Company the pro-rated portion of the Development Fee attributable to that Restaurant after the Restaurant opens for business.

2. Developer may terminate the Development Agreement under any grounds permitted by state law.

3. In the event of a conflict of laws, the provisions of the Act will prevail.

4. Section 19.100.180 of the Act may supersede the Agreement in Developer's relationship with Company including the areas of termination and renewal of Developer's franchise. There may also be court decisions which may supersede the Agreement in Developer's relationship with Company including the areas of termination and renewal of Developer's franchise.

5. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Agreement, Developer may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Act, in Washington.

6. A release or waiver of rights executed by Developer may not include rights under the Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

7. Transfer fees are collectable to the extent that they reflect Company's reasonable estimated or actual costs in effecting a transfer.

8. Pursuant to Revised Code of Washington ("RCW") 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

9. RCW 49.62.060 prohibits Company from restricting, restraining, or prohibiting Developer from (i) soliciting or hiring any employee of a franchisee of Company or (ii) soliciting or hiring any employee of Company. As a result, any such provisions contained in the Agreement or elsewhere are void and unenforceable in Washington.

10. The undersigned does hereby acknowledge receipt of this addendum.

11. 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.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

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

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

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 Different Rules, LLC does not deliver this Disclosure Document on time, or if it contains a false or misleading statement, or a material omission, a violation of federal 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 Different Rules, LLC, located at 9357 Spectrum Center Blvd., San Diego, California 92123. Its telephone number is (858) 571-2121.

Issuance Date: October 15, 2020

Different Rules, LLC 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: Laurie Macaluso, Director of Real Estate and Franchise Business Development; Ronniann Silver, Franchise Business Development Manager; and Stacy Soderstrom, Franchise Recruitment Manager. Each of these individuals may be reached at: 9357 Spectrum Center Blvd., San Diego, California 92123, 858.571.2121.

I have received a Franchise Disclosure Document, issued October 15, 2020, that included the following Exhibits:

EXHIBITS

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

Please sign one copy of the receipt, date your signature, and return it to Franchise Services, 9357 Spectrum Center Blvd., 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 Different Rules, LLC does not deliver this Disclosure Document on time, or if it contains a false or misleading statement, or a material omission, a violation of federal 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 Different Rules, LLC, located at 9357 Spectrum Center Blvd., San Diego, California 92123. Its telephone number is (858) 571-2121.

Issuance Date: October 15, 2020

Different Rules, LLC 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: Laurie Macaluso, Director of Real Estate and Franchise Business Development; Ronniann Silver, Franchise Business Development Manager; and Stacy Soderstrom, Franchise Recruitment Manager. Each of these individuals may be reached at: 9357 Spectrum Center Blvd., San Diego, California 92123, 858.571.2121.

I have received a Franchise Disclosure Document, issued October 15, 2020, that included the following Exhibits:

EXHIBITS

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

Please sign one copy of the receipt, date your signature, and return it to Franchise Services, 9357 Spectrum Center Blvd., San Diego, California 92123.

Date: _____ Signature: _____

_____
Printed Name